AGENDA

ISHPEMING CITY COUNCIL REGULAR MEETING

Wednesday, August 7, 2019 at 7:00 p.m.

Ishpeming City Hall Conference Room, 100 E. Division Street, Ishpeming MI City Hall Telephone Number: (906) 485-1091

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Roll Call
- 4. Public Comment (limit 5 minutes per person)
- 5. Approval of Agenda
- 6. Agenda Comment (limit 3 minutes per person)
- 7. Consent Agenda
 - a. Minutes of Previous Meeting (July 10, 18, 25, and 30)
 - b. Approval of Disbursements
 - c. Special Event Application: Iron Ore Heritage Celebration: 9-14-19
 - d. Special Event Application: Marji Gesick 100: 9/20-22, 2019
- 8. Monthly Financial Statement Report
- 9. Public Hearing for CDBG funding for demolition of existing Senior Center and construction of a new Senior Center
- Resolution #10-2019 Approving application for CDBG funding for demolition of existing Senior Center and construction of a new Senior Center
- 11. Award Bid for Certified Grant Administrator CDBG funding for Senior Center
- 12. Rural Development Water Improvement Project
 - a. Change Order No. 13 Contract 1
 - b. Change Order No. 13 Contract 2
 - c. Rescind July 10, 2019 Meeting Action EOF #18
 - d. Meeting Action EOF #18 Revised
 - e. Contract III Pay Application No. 16
- 13. Lake Bancroft Pavilion Project
 - a. Pay Application #2
- 14. Johnson Controls Proposal Control Valve in Air Handling Unit at City Hall
- 15. Wage for part-time Office Assistant at City Hall
- 16. City Manager position discussion
- 17. Old Business
- 18. New Business
- 19. Mayor and Council Reports
- 20. Manager's Report
- 21. Attorney's Report
- 22. Adjournment

Censil Jangonin. CFH

Jim Lampman, Interim City Manager

Policy #406

CITY OF ISHPEMING

SPECIAL EVENT APPLICATION

Please complete this application and return it to the City Manager's Office at least 45 calendar days prior to the starting date of the event.

Organization's Cliffs Shaft Mine Phone 906-485-1882
Organization Address 501 W. Fucled St
Organization's Agent Craig Timonen Phone 906-362-0602
Agent's Title Museum Park Director
Agent's Address 629 Mitchell Ave, Negaunce
Event Name _ Iron One Heritage Celebration
Event purpose Celebrating 175 years founding of
That to at Cliffs Shaft
Shafts at Cliffs Shaft
Event Dates September 14, 2019
Event Times 12:00 - 6:00 pm
Event Location Cliffs Shaft Mine Museum
1. Type of Event:
[] City Operated Event [] Co-Sponsored Event
Other Non-Profit Event [] Other For-Profit Event
[] Political or Ballot Issue Event

2. Annual Event: Is this event expected to occur next year? [YES]



If yes, you can reserve a date for next year with this application. To reserve dates for next year, please provide the following information:

Normal Event Schedule	
Next year's Specific Dates:	 Ι:

- 3. An Event Map [Is Is Not] attached. If your event will use streets and/or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also please show any streets or parking lots that you are requesting to be blocked off.
- 4. Vendors: Food Concessions? [Yes] [No] Other vendors? [Yes] [No]
- 5. Event signs: Will this event include the use of signs? [Yes] No]
- 6. Other Requests: On Cliffs Shaft property only
- 7. CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:
- a. A certificate of Insurance must be provided which names the City of Ishpeming as an additional named insured party on the policy.
- b. Event organizers and participants will be required to sign Indemnification Agreement forms.
- c. All food vendors must be approved by the Marquette County Health Department and each food vendor must provide the City with a Certificate of Insurance which names the City as an additional named insured on the policy.
- d. All liquor vendors must obtain a liquor license for the event which must be approved by the Michigan Liquor Control Commission and must provide the City with a Certificate of Insurance which names the City as an additional named insured on the policy.
- e. The approval of this special event may include additional requirements based on the City's review of this application in accordance with the City's Special Event Policy. The event will be operated in conformance with the written confirmation of approval.
- f. The organization will provide a security deposit for the estimated fees as may be required by the City and will promptly pay any billing for City services which may be rendered.

As the duly authorized agent of the organization, I hereby apply for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with the City's Special Event Policy, the terms of the Written Confirmation of Approval, and all other City requirements, ordinance and other laws which apply to this Special Event.

July 23, 20

Signature of Organization's Agent

Return this Application at least forty-five (45) days prior to the first day of the event to:

City Manager's Office City Hall E. Division Street Ishpeming, Michigan 49849

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CITY OF ISHPEMING

SPECIAL EVENT APPLICATION

Please complete this application and return it to the City Manager's Office at least 45 calendar days prior to the starting date of the event.

Organization's Name 901 ADJENT	TURE TEAM	Phone	926-148-0034	
Organization Address 48 W.				
Organization's Agent Ppo Po	RIEME	Phone	904-748-2034	
Agent's Title PRESIDENT				
Agent's Address 51 LINGA	ST. MARQUETE	M, 49358		
Event Name MARSI GESIUK	100	1		
Event purpose UVRA ENOVE	THE MERICAN	Event.		
SHOWLEKE THE	WEST END.			
Event Dates SEPTEMBER 20	- 22 , 2019			
Event Times FRIDAY, SEPTEMBE	20 € 12:00₽	M TO SUNDAY	September 22-8 10:00	don
Event Location MAIN STREE	(CORRIDGE	FAM DISISION	ST. & HEMATERE DR	w.E
1. Type of Event:				
[] City Operated Event	[] Co-Sponsored	Event		
Other Non-Profit Event	[] Other For-Prof	it Event		
[] Political or Ballot Issue F	vent			

2. Annual Event: Is this event expected to occur next year? YES [NO]
If yes, you can reserve a date for next year with this application. To reserve dates for next year, please provide the following information:
Normal Event Schedule
Next year's Specific Dates: Sprenser 19-20, 200
3. An Event Map [Is] [Is Not] attached. If your event will use streets and/or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also please show any streets or parking lots that you are requesting to be blocked off.
4. Vendors: Food Concessions? [Yes] [No] Other vendors? [Yes]
5. Event signs: Will this event include the use of signs? [No]
6. Other Requests: MAIN St. FROM DIJY, ON TO HEMATITE NEED TO DE SECURE,
6. Other Requests: MAIN ST. FROM DIJUSION TO HEMATITE NEED TO DE SECURE, Block Cross & STREETS, NO VENICH ENTREING OF DIJISIAN. No TRAFFIC ON MAIN SATIRDAY
7. CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:
a. A certificate of Insurance must be provided which names the City of Ishpeming as an additional named insured party on the policy.
h Event exceptions and portioinants will be required to sign Indonnification Agreement forms

6

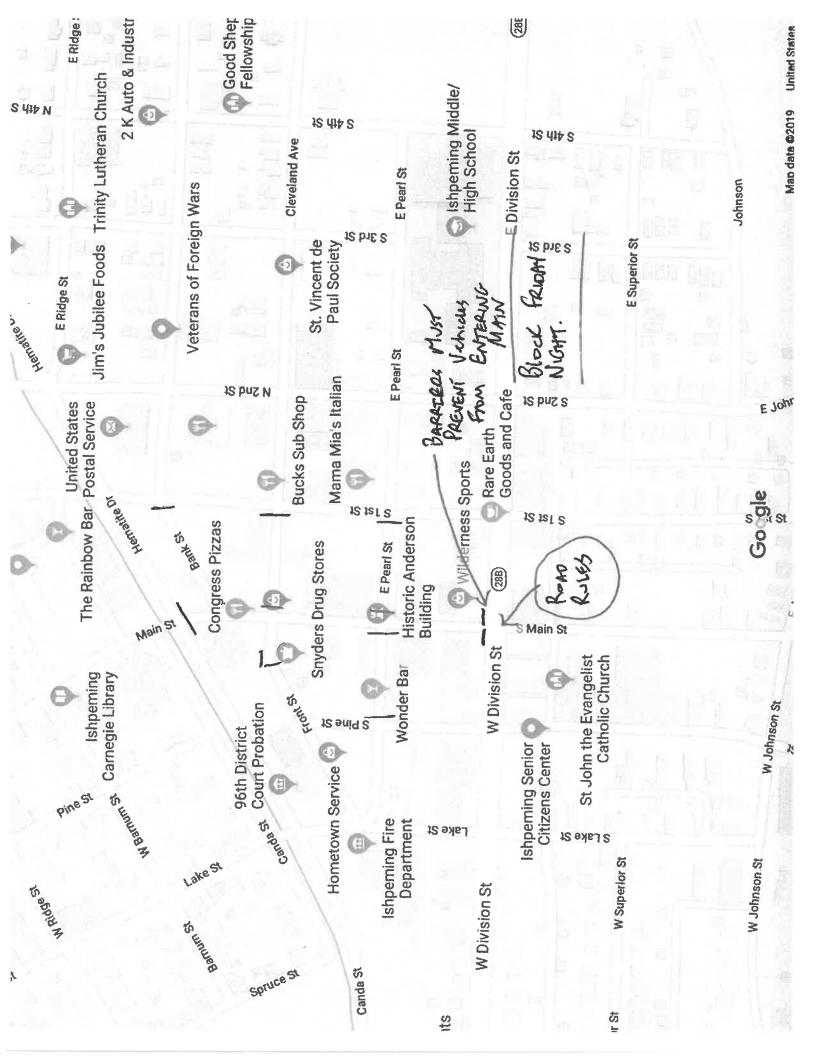
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B/1-19
Date Signature of Organization's Agent

Return this Application at least forty-five (45) days prior to the first day of the event to:

City Manager's Office City Hall E. Division Street Ishpeming, Michigan 49849



Marji Gesick: Description of Expo Zone and Liquor Control

Liquor Control

- 30 x 40 Tent delivered by Stenberg Brothers.
- All sides fenced in.
- Entrance/exit on south end of tent.
- IDs will be checked by staffed volunteers at the entrance/exit.
- Beer will be served inside the tent.
- Beer will not be allowed to leave the tent.

Beer will be served Saturday, September 21st, 2019 from 12:00pm - 10:00pm

Expo Zone

- The primary expo area will take place between Cleveland and Hematite, with secondary/overflow going onto Bank Street. Porta Pots will be placed along the south side of Bank Street toward the east end of the street.
- Food trucks will be on-site from 12:00pm 10:00pm (possibly as late as 12:01am Sunday).
- Finish Line located in the Cleveland intersection.
- A variety of sponsor/vendors may be present.
- Timing company will be on-site.

Barricades are indicated with red lines on the maps.





INCIDENT & EMERGENCY ACTION PLAN

Self-Supported: This race operates as a self-supported adventure. Road rules apply. The race does not operate aid stations. Volunteers do not cover road crossings. Racers are on their own and must fend for themselves. They can receive food/water from friends or family but no other assistance is permissible unless received from a fellow racer (mechanical).

Racer Director: Todd Poquette, 906-748-0034 or toddpoquette@mac.com

Course Officials (responsibilities):

- 1. Provide a properly signed course.
- 2. Provide accurate GPX files for race day.
- 3. Advise racers of the self-supported ethos and potential risks and danger associated with the event.
- 4. Locate racer drop bags at the race transition point in Negaunee (Jackson Mine Park).
- 5. Provide accurate and up to date information in the weeks leading up to the race.
- 6. Respond to and answer racer questions leading up to the race on race day racers are on their own.
- 7. Notify local law enforcement agencies, central dispatch and search and rescue of race operations the weekend of the event.

Allocation of Resources:

- 1. The race is self-supported. In the event of an emergency all participants have been instructed to dial 911. All participants have been instructed to come prepared and fend for him/herself.
- 2. Mobile phones with all race officials on racecourse.
- 3. Race plates: allocated to participants before the event.
- 4. Race sweep to confirm the course is clear of riders.
- 5. Race plates contain a contact number in the event of a mechanical, an injury or decision to quit.



Volunteer Briefing

Volunteers will be briefed prior to the race. Race brief will include course details; identify known course hazards, race rules and emergency procedures. In the event of a significant injury they will be advised to contact 911.

Media

The sole person to communicate to the media will be the race director.

Emergency Access for Medical Professionals

Course design allows access for emergency medical staff and emergency vehicles at several points throughout the route. Search and Rescue will determine what form of assistance/evacuation is required.

In the event of an accident or injury

- 1. All race participants will be notified at the race briefing that if an accident occurs, to contact 911 or a race course official who will then contact 911 and notify them of the accident, location and circumstances.
- 2. Non-threatening or minor injuries should be reported directly to the Race Director or other another course official.

Aid-Stations

Aid Station are not provided by the race. The race is Self-Supported. Road Rules apply.

Self Supported Ethos

The Marji Gesick is operated as Self Supported. Competitors have been told no one is out there to save them, they are on their own and they need to be fully prepared to coordinate their personal support. Support from family and friends will be allowed but will not be facilitated in any way by the race committee. The MG100 is an adventure race and only those individuals fully aware of and comfortable with the potential risks of such an endurance event should attempt.



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Applicant organization name:

MARQUETTE

Applicant address:

City:

Part 1 - Applicant Organization Information

Michigan Department of Licensing and Regulatory Affairs Liquor Control Commission (MLCC) Constitution Hall - 525 W. Allegan, Lansing, MI 48933 Mailing Address; P.O. Box 30005, Lansing, MI 48909 Toll-Free: 866-813-0011 - www.michigan.gov/icc

	(For MLCC Use Only)
Request ID:	
Business ID:	

Special License Application

A completed Special License application must be submitted as early as possible before your event(s) to avoid any delays in processing. It is strongly recommended that you submit the application as soon as you know the date of your event(s). Failure to submit a completed application at least ten (10) business days prior to the event(s) may result in no Special License being issued, pursuant to administrative rule R 436.575.

Zip Code: 49855

906 ADVENTURE TEAM

143. W. HOWITT AVE.

Contact name:	Topo	Poavette	Phone: 401-744-0034	Email: T200 @	90 LAOVENTURE TER	M. COM
Alternate contact name:	JOHN	YONKERS	Phone: 231-640-5499	Email: YONKER	I3 e gnal. com	
If No, the appli	cant orga		received a Special License? t documentary proof of its no	Yes No	Leave Blank - ML	CC Use Only
		nization been establ	ished for one (1) year or longe (month/day/year):	er? Mes (No		
3. Is the applica	nt organi	zation a municipalit	y?	← Yes		
Part 2 - Event In	formatio	n - For requests at	more than one location, su	bmit separate form	s for each location.	
Address of event	t location	: Ishpeming, Mi	CHIGAN; BETWEEN CH	ijelano ajc. A	od Hematite prij	e on Man st
City, township, or	village wh	ere event will be held:	Ishpemind	County:	Marquere	
i. Will you sub It is strongly recon	mit your nmended	completed applica that you submit the a	ntion at least ten (10) busin pplication as soon as you know	ess days before you the date of your even	r event? t(s).	Yes (No
		on from the proper ee pages 2-3) at this	ty owner of the location lister location?	ed above to hold you	ur event(s) on	Yes (No
		orcement agency w icense? (See Part 5	ith primary jurisdiction over on Page 5)	the event location a	approved this	Yes (No
		vithin 500 feet of a coool must consent to	hurch or school? o the event(s). (See Part 6 on	Page 5)		(Yes No
5. Is the event ic	ocation o	utdoors or partially	outdoors?			XYes (No
•	r diagrai	ensions of the outdo n of the outdoor se form.	1 6 6	feet X 40	feet = 1,200	square feet
Describe type	and heig	ht of the barrier that	t will be used to enclose the	outdoor area:		
		ow fence	,			
6. Describe type and visibly intox	e of secui icated pe	ity that will be used rsons: BEEQ 7	for event(s) and how it will FENT WILL HAVE C FRE WILL BE KN	be utilized to secure	and monitor to preven	t sales to minors
STAFFED OF	Y Vol.	INTERPS. THE	RE WILL BE KN	to CHEUC S	tanon, Stapp	sin of
LCC-110 (06-17)	LARA is a	an equal opportunity employer/p	rogram. Auxiliary aids, services and other reason	nable accommodations are availab	He upon request to Individuals with dis	abilities. Page 1

7.	Is the event locat	ion situated in or on state owned land, such as a state park or National Guard armory?
lf	Yes, attach a copy	of your documentary proof of approval to use the state owned land.
8. 1	s there an existin	g liquor licensee issued at the event location, such as a Class C or Club license?
If	Yes, the existing	licensee must request to place its license in escrow during the event(s). (See Part 7 on Page 5)
9. '	Will the event(s)	nvolve an auction of donated wine?
		"Wine Auction" for the applicable event date(s) on pages 2-3. Only donated wine may be auctioned under a Special License;
		not be auctioned. If you request a Special License for on-premises consumption <u>AND</u> for a Wine Auction both on the same ation, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.
-	ate at the same for	ation, you are requesting two (2) separate receises and you must pay a receise ree for both receises.
5	trongly recommen	ecial License application must be submitted as early as possible before your event(s) to avoid any delays in processing. It is ded that you submit the application as soon as you know the date of your event(s). Failure to submit a completed application at usiness days prior to the event(s) may result in no Special License being issued, pursuant to administrative rule R 436.575.
con <u>reg</u> for	nplete the inform <u>uesting Special I</u> <u>on-premises co</u>	ganization may request up to twelve (12) Special Licenses total (one Special License per day) in a calendar year. Please ation below for each individual date for which you are requesting a Special License at this location. If you are icenses for consecutive days, completely fill out a separate box for each date. If you request a Special License issumption AND for a Wine Auction both on the same date at the same location, you are requesting two (2) d you must pay a license fee for both licenses.
1	9-21-19 Date	Describe event being held: FINISH LINE EXOD, BEER TENT FOR MEDO DILE RME
•	ולוספת נסוסם	Special License will be used for: Beer & Wine Service Beer, Wine, & Spirit Service Wine Auction
	Start Time End Time	ne Is this date a Sunday? Yes No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? Yes No
		Describe event being held:
	Date	
2	June	Special License will be used for: Beer & Wine Service Beer, Wine, & Spirit Service Wine Auction
	Start Time End Tie	Special License will be used for: Beer & Wine Service Beer, Wine, & Spirit Service Wine Auction 1s this date a Sunday? Yes No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? Yes No
	Dear Time Line III	is this date a suited. If 162 160 If 163 If 160 If 163 If 165 If 1
		Describe event being held:
3	Date	
,		Special License will be used for: Beer & Wine Service Beer, Wine, & Spirit Service Wine Auction
	Start Time End Tir	Is this date a Sunday? Yes No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? Yes No
		Describe event being held:
	Date	_
4		Special License will be used for: Beer & Wine Service Beer, Wine, & Spirit Service Wine Auction
	Start Time End Tir	
	State time Lind in	is this date a surrow; (165 (140 in res, will alcortor be served between 700AM and 1200 Noon; (165 (140
		Describe event being held:
-	Date	
5		Special License will be used for: Beer & Wine Service Beer, Wine, & Spirit Service Wine Auction
	Start Time End Tir	Is this date a Sunday? (Yes (No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? (Yes (No
		Describe event being held:
		DESCRIBE EVER DEING REIG.
6	Date	
		Special License will be used for: Beer & Wine Service Beer, Wine, & Spirit Service Wine Auction
	Start Time End Tir	ne is this date a Sunday? CYes CNo If Yes, will alcohol be served between 7:00AM and 12:00 Noon? CYes CNo

12. Special license date information Continued from Page 2. Describe event being held: Date 7 Wine Auction Special License will be used for: Beer & Wine Service Beer, Wine, & Spirit Service Start Time End Time Is this date a Sunday? (No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? Yes No (Yes Describe event being held: Date 8 Wine Auction Special License will be used for: ☐ Beer & Wine Service Beer, Wine, & Spirit Service CYes C No Start Time End Time Is this date a Sunday? (Yes (No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? Describe event being held: Date 9 Wine Auction ☐ Beer & Wine Service ☐ Beer, Wine, & Spirit Service Special License will be used for: (Yes (No Start Time End Time Is this date a Sunday? C Yes C No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? Describe event being held: Date 10 Wine Auction Special License will be used for: Beer & Wine Service Beer, Wine, & Spirit Service CYes (No Start Time End Time is this date a Sunday? (Yes C No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? Describe event being held: Date 11 ☐ Wine Auction Special License will be used for: Beer & Wine Service Beer, Wine, & Spirit Service Start Time End Time C Yes C No Is this date a Sunday? CYes (No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? Describe event being held: Date 12 Wine Auction Special License will be used for: Beer & Wine Service Beer, Wine, & Spirit Service Start Time End Time Is this date a Sunday? (Yes If Yes, will alcohol be served between 7:00AM and 12:00 Noon? Yes No (No A completed Special License application must be submitted as early as possible before your event(s) to avoid any delays in processing. It is strongly recommended that you submit the application as soon as you know the date of your event(s). Failure to submit a completed application at

least ten (10) business days prior to the event(s) may result in no Special License being issued, pursuant to administrative rule R 436.575.

Part 3 - Special License Fees - Complete the Special License fee calculation on Page 4

For Organizations established less than one year or are municipalities - a \$50.00 Special License base fee for each separate, consecutive day of the event is required. If the event is held on a Sunday and spirits will be served after 12:00 Noon, an additional \$7.50 Sunday Sales Permit (P.M.) fee is required. In addition, if any alcoholic beverages, including beer, wine, and spirits, will be served between 7:00AM and 12:00 Noon, an additional \$160.00 Sunday Sales Permit (A.M.) fee is required. Sunday Sales Permit (A.M.) and/or Sunday Sales Permit (P.M.) fees will be required for each date that is a Sunday. If you request a Special License for on-premises consumption AND for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.

For Organizations established one year or more - a \$25.00 Special License base fee for each separate, consecutive day of the event is required. If the event is held on a Sunday and spirits will be served after 12:00 Noon, an additional \$3.75 Sunday Sales Permit (P.M.) fee is required. In addition, if any alcoholic beverages, including beer, wine, and spirits, will be served between 7:00AM and 12:00 Noon, an additional \$160.00 Sunday Sales Permit (A.M.) fee is required. Sunday Sales Permit (A.M.) and/or Sunday Sales Permit (P.M.) fees will be required for each date that is a Sunday. If you request a Special License for on-premises consumption AND for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.

The fees must be paid by check, bank or postal money order, or by credit card, using the attached Credit Card Authorization Form (LCC-300). Checks and money orders should be made payable to State of Michigan.

Part 3 Continued - Special License Fees Calculation

	Manager of Special Leg	re Blank - MLCC Use Only
Special License Base Fee:	If you request a Special License for on-premises	e Bluffe-Meec Ose Only
(per Special License requested)	consumption AND for a	
x Number of Special Licenses:	Wine Auction both on	
	the same date at the	
= Special License Fees:	same location, you are requesting two (2)	
MLCC Fee Code: 4008	separate licenses and	
+ Sunday Sales Permit (P.M.) Fees:	you must pay a license	
MLCC Fee Code: 4032	fee for both licenses.	
+ Sunday Sales Permit (A.M.) Fee: MLCCFee Code: 4033		
= TOTAL FEES DUE:	Make checks payable to: State of Michigan	
We further certify that any license issued by the Commission, that there shall be no liability on the suspension or revocation, and that the granting of Under administrative rule R 436.1003, the license ordinances as determined by the state and local Michigan Liquor Control Commission does not we permits, and approvals for this business before us. We certify that the information contained in the requirements of the Michigan Liquor Control Coviolation of the Liquor Control Code pursuant to Managements and Special Liquor Special Liquor Republication of the Liquor Control Code pursuant to Managements and Special Liquor Republication of the Liquor Control Code pursuant to Managements and Special Liquor Republication of the Liquor Control Code pursuant to Managements and Liquor Code pursuant to Managements	the and/or spirits or from a wine auction will go to the applicate the Michigan Liquor Control Commission is a contract subject part of the State of Michigan, the Commission, or any of its of the license does not create a vested right. The shall comply with all state and local building, plumbing, zonical law enforcements officials who have jurisdiction over the license any of these requirements. The licensee must obtain all ing this license for the sale of alcoholic liquor on the licensed public form is true and accurate to the best of our knowledge and Administrative Rules. We also understand that provided the sale of alcoholic liquor on the license of the sale and Administrative Rules.	officers or employees by reason of such officers or employees by reason of such officers or employees by reason of such ones. Approval of this application by the I other required state and local licenses remises. and belief. We agree to comply with all ling false or fraudulent information is a wold any delays in processing. It is
strongly recommended that you submit the ap	plication as soon as you know the date of your event(s). Failur vent(s) may result in no Special Licensy being issued, pursuant	e to submit a completed application at
RODO PORSERE 926-745-0034		8-1-19
Print Name and Phone Number of Preside		Date
Print Name of Notary	Signature of Notary	Date
Notary Public, State of Michigan, County of	Acting in the County of	f
My commission expires		
		-
Print Name and <u>Phone Number</u> of Secreta	Signature of Secretary	Date
Print Name of Notary	Signature of Notary	Date
Notary Public, State of Michigan, County of	Acting in the County of	ıf 🔲
process i done state or michigan, country or	i i recing in the county of	

My commission expires

Part 5 - Local Law Enforcement Approval* The local law enforcement agency with primary jurisdiction over the event location must complete this section. Name of law enforcement agency: 1.44 PEMING Name & title of reviewing officer: Phone number of officer: If event will be held on a Sunday, is the sale of alcohol from 7:00am to 12:00 Noon on Sunday allowed in this local governmental unit? (No Yes If the event will be held on a Sunday, is the sale of alcohol after 12:00 Noon on Sunday allowed in this local governmental unit? I certify that I have reviewed the application of the applicant organization for a Special License and approve the issuance of a Special License by the Michigan Liquor Control Commission at the proposed event location. Signature of Reviewing Officer Part 6 - Church/School Consent (If Applicable)* If the event location is located within 500 feet of a church or school, the applicant organization must obtain the consent of the church or school. A church or school within 500 feet of the event location may object based on such the sale of alcohol at the location adversely affecting the church or school's operations. If a proper objection is filed, the Commission shall hold a hearing to determine whether the granting of the application will adversely affect the operation of the church or school. Name of church or school: Address of church or school: Zip Code: City: Phone number: Email: Name of clergy member or superintendent: i, the authorized representative of the above named church or school, state that the church or school has no objection to the issuance of a Special License to the applicant organization at its proposed event location. Signature of Clergy Member or Superintendent Date *Please note: the Commission has the sole and only right to approve or deny this request for a Special License. Part 7 - Existing On-Premises Licensee Escrow Request (If Applicable) If the event location is currently licensed with an on-premises license, the licensee must request that its license be placed into escrow for the date(s) and time(s) of the Special Licenses issued for use at the event location requested on this application. If the existing license would prefer to temporarily drop space from its licensed premises, it must submit a letter to the Commission requesting to drop space temporarily from its licensed premises during the event date(s) and time(s), accompanied by a diagram showing the area where the license will temporarily drop space from its licensed premises to accommodate the applicant organization. Name of licensee: **Business ID Number:** Type of license held at this location (e.g. Class C, Club, Tavern, etc.): Email: Phone number:

Name of authorized signer for licensee:

the Special Licenses issued for use at this location.

I, the authorized signer, for the above named on-premises licensee, request that the licensee's licenses at this location be placed into escrow during the date(s) and time(s) specified for

Signature of Authorized Signer for Licensee

Date

CITY OF ISHPEMING POOLED CASH REPORT (FUND 999) AS OF: JULY 31ST, 2019

PAGE: 1

BEGINNING CURRENT CURRENT

FUND	ACCOUNT#	ACCOU	NT NAME		BALANCE	ACTIVITY	BALANCE
CLAIM	ON CASH						
	00-009-000				1,968,949.14	(283,628.24)	1,685,320.90
	00-009-000				248,876.27	40,463.17	289,339.44
	00-009-000				239,898.70	14,034.86	253,933.56
	00-009-000				56,147.13	0.00	56,147.13
	00-009-000				225,058.88	0.00	225,058.88
	00-009-000			(3,113.91)	(68,910.74)	
	00-009-000				225,602.11	(25,685.10)	
	00-009-000			(46,709.37)	(61,056.87)	
	00-009-000				159,666.55	(1,661.79)	
	00-009-000				42,981.91	8.44	42,990.35
	00-009-000				0.00	5,503.04	5,503.04
	00-009-000				661,778.49	(13,639.89)	648,138.60
	00-009-000				1,089,141.82	95,584.57	1,184,726.39
	00-009-000				13,403.63	180,797.86	194,201.49
661-00	00-009-000	CLAIM ON	V CASH		413,170.74	(28,744.17)	384,426.57
TOTAL	CLAIM ON C	CASH			5,294,852.09		5,147,917.23
				=		=======================================	=======================================

List of Funds: Fund 101 - General Fund Fund 401 - Public Improvement Fund Fund 202 - Major Street Fund Fund 590 - Sewer Fund Fund 203 - Local Street Fund Fund 591 - Water Fund Fund 206 - Fire Fund Fund 661 - Motor Pool Equipment Fund Fund 211 - Firefighter Longevity Fund 701 - Trust & Agency Fund 220 - Lake Bancroft Fund Fund 703 - Tax Collection Fund 226 - Garbage Fund Fund 711 - Cemetery Perpetual Care Fund 247 - Building Authority Fund 712 - Cemetery Care Fund Fund 248 - DDA Fund 732 - Act 345 Police/Fire Pension Fund 268 - Library Special Fund Fund 271 - Library State Aid

Please note the following is a summary for the Finance Director to read from during the meeting. The full financial statements are attached.

	101 General Fund	202 Major St	203 Local St	226 Garbage	401 Public Imp	590 Sewer	591 Water
Share Pooled Cash	\$ 1,685,320.90	\$ 289,339.44	\$ 253,933.56	\$ 199,917.01	\$ 648,138.60	\$ 1,184,726.39	\$ 194,201.49
Revenues	2,038,708.27	399,055.12	170,294.41	359,187.73	502,497.60	799,856.25	1,166,393.98
Expenses	1,558,441.22	412,189.69	214,229.00	342,670.54	224,469.99	777,237.99	810,412.82
Net Income(Loss)	480,267.05	(13,134.57)	(43,934.59)	16,517.19	278,027.61	22,618.26	355,981.16
Fund Balance:							
Non-spendable	49,604.53	-	-	26,711.78	_		
Restricted	-	289,339.44	253,933.56	€.	648,138.60		363
Committed	33,960.00			_	-	_	
Assigned	-	-		218,849.70		_	-
Unassigned	1,290,536.27	(€)	¥	-	-	-	
Inv in Capital Assets	, e ,	(+)			_	9 025 597 00	5 127 OCT 00
Restriced for Debt	540	90	-		-	8,925,587.00	6,137,865.00
Unrestricted			_		-	364,210.32	986,233.00
otal Fund Balance	\$ 1,374,100.80	\$ 289,339.44	\$ 253,933.56	\$ 245,561,48	\$ 648,138.60	\$ 9,289,797.32	(1,681,544.43) \$ 5,442,553.57

- 1. All fringe benefits are paid from the General Fund and then allocated back to other funds based on a fringe benefit rate on a quarterly basis. The 2nd Quarter 2019 has been recorded.
- 2. Depreciation expense has been recorded in the Sewer, Water, and Motor Pool Funds through July 2019.
- 3. State revenue sharing in the General Fund has been recorded through April 2019. Paid by the state in 2-month increments with a 2-month lag.

CITY OF ISHPEMING NOTICE OF PUBLIC HEARING

FOR MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
FUNDING FOR DEMOLITION OF EXISTING ISHPEMING MULTI-PURPOSE
SENIOR CITIZENS CENTER BUILDING AND FOR CONSTRUCTION OF A
NEW ISHPEMING MULTI-PURPOSE SENIOR CITIZENS CENTER BUILDING

The City of Ishpeming will conduct a public hearing on Wednesday. August 7, 2019, at 7:00 P.M., at Ishpeming City Hall, Council Chambers, 100 E. Division Street, Ishpeming, Michigan 49849, for the purpose of affording citizens an opportunity to examine and submit comments on the proposed application for a CDBG grant.

The City of Ishpeming proposes to use \$2,172,087 CDBG grant funds, and a 10% local match provided by the Greater Ishpeming Commission on Aging, to construct a new Ishpeming Multi-Purpose Senior Citizens Center Building at 121 Greenwood Street and to demolish the existing Ishpeming Multi-Purpose Senior Citizens Center Building at 320 S. Pine Street (the "Project"). The Project will continue to provide and enhance services and programs to benefit seniors 62 years of age or older. The Project will also eliminate blight with the demolition of the existing Ishpeming Multi-Purpose Senior Citizens Center Building. No persons will be displaced as a result of the proposed activities.

Further information, including a copy of the City of Ishpeming's community development plan and CDBG application is available for review. To inspect these documents, please contact James Lampman, Interim City Manager of Ishpeming, at Ishpeming City Hall, 100 E Division Street, Ishpeming, Michigan 49849, or the documents can be reviewed at Ishpeming City Hall (City Clerk's Office) and the Ishpeming Multi-Purpose Senior Citizens Center Building, 320 S. Pine Street, Ishpeming, Michigan 49849. Comments may be submitted in writing through August 7, 2019, or made in person at the public hearing.

The City of Ishpeming will provide citizens with information regarding its past performance with prior CDBG programs funded by the State of Michigan.

Citizen views and comments on the proposed application are welcome.

City of Ishpeming James Lampman, Interim City Manager 906-485-1091, extension 210



ATTACHMENT E

CITY OF ISHPEMING, MICHIGAN, AUTHORIZING RESOLUTION 10-2019

AUTHORIZING RESOLUTION APPROVING APPLICATION FOR A
COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG")
TO CONSTRUCT A NEW SENIOR CITIZENS CENTER BUILDING,
TO DEMOLISH THE EXISTING SENIOR CITIZENS CENTER BUILDING
DUE TO ITS CONDITION AS A BLIGHTED STRUCTURE, AND
AUTHORIZING SUBMITTAL OF THE GRANT APPLICATION TO THE
MICHIGAN ECONOMIC DEVELOPMENT CORPORATION

At a regular meeting of the City Council of the City of Ishpeming held on the 7th day of August, 2019, the following resolution was adopted:

WHEREAS,

The City Council of the City of Ishpeming has determined that it is in the best interests of the residents of the City of Ishpeming ("City") and the residents of surrounding townships who are served by the Greater Ishpeming Commission On Aging that a new Senior Citizens Center Building should be constructed, and that the existing Senior Citizens Center Building located at 320 S. Pine Street in the City is a blighted structure and should be demolished (the "Project"),

AND WHEREAS,

The Michigan Economic Development Corporation ("MEDC") has invited the City to submit an application for a CDBG for implementation of the Project, which Project is identified by the MEDC as Grant Number MSC 218031-CPF with the Project Title of "Senior Center,"

AND WHEREAS, the City has prepared a grant application formally requesting grant assistance through the CDBG program, for implementation of the Project (the "Application"), and

WHEREAS, after a Notice Of Public Hearing was published in The Mining Journal on July 31, 2019, and a public hearing was held by the City Council of the City on August 7, 2019, to consider the Application and to take public comment on the Application, and that the City has completed the public participation requirements required by law,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY AS FOLLOWS:

- 1. That the proposed Project is more fully identified in the Resolution adopted by the Ishpeming City Council on May 8, 2019.
- 2. That the funding request made by the City to the MEDC is for a grant in the amount of \$2,172,087. The City will provide local funds in the amount of approximately \$217,208 to match the grant funds, which local funds will be provided by the City as follows:
- a) The City will provide ten (10%) of the costs attributable to the demolition portion of the Project, in the approximate amount of \$7,500 (plus architectural and engineering costs and other administrative costs attributable to the demolition).
- b) The Greater Ishpeming Commission On Aging, a Michigan Non-Profit Corporation ("GICOA") which has operated the existing Ishpeming Senior Citizens Center Building in the City for the last 45 years, and which will operate the new Ishpeming Senior Citizens Center Building, will provide the balance of funds necessary to achieve the 10% local funds match. The GICOA has already raised funds in the approximate amount of \$130,000 to apply to its portion of the 10% matching funds, and has committed to raising the balance needed to meet its portion of the 10% matching funds in the event that the CDBG is awarded as outlined above.
- 3. The proposed Project is consistent with the Community Development Plan of the City (the "Plan"), which Plan is set forth as Attachment C to the Application, and which Plan is hereby approved and adopted by the City.
- 4. The proposed project will clearly eliminate objectively determinable signs of blight and will be strictly limited to eliminating the blight conditions existing at the current Senior Citizens Center Building located at 320 S. Pine Street in the City, by the demolition of said Building.
- 5. No project costs (CDBG and non-CDBG) will be incurred prior to a formal grant award, completion of the environmental review procedures, and formal, written authorization to incur costs has been provided by the City CDBG Project Manager.
- 6. The City, through the office of the Interim City Manager, is hereby authorized to submit the Application (and all attachments) and all other information requested by the MEDC to the MEDC for a CDBG award.
- 7. The person authorized to sign the Application, and all attachments, and all further documentation that may be requested or required by the MEDC in connection with the Application, is James Lampman, Interim City Manager.
- 8. The person authorized to sign the Grant Agreement on behalf of the City, and all amendments, is James Lampman, Interim City Manager.

9. The person authorized to sign Payment Requests is James Lampman, Interim City Manager.										
Votes in favor of adoption of the above Resolution:										
Votes opposed to adoption of the above Resolution:										
I hereby certify that the above RESOLUTION was adopted at a regular meeting of the Ishpeming City Council on August 7, 2019, by the requisite number of votes required for adoption of a resolution under the Ishpeming City Charter.										
Cathy Smith, Ishpeming City Clerk										
END OF RESOLUTION										

Page 3

PROPOSAL FOR CERTIFIED GRANT ADMINISTRATOR ISHPEMING SENIOR CENTER

The CUPPAD Regional Commission is pleased to submit this proposal for management and administrative services to the City of Ishpeming for the administration of the CDBG funded design and construction of a new Senior Citizen Center building and the demolition of the existing Senior Citizen Center building.

Statement of Qualifications

The Commission was organized in 1968 under the provisions of Act 281, P.A. of 1945. The CUPPAD Regional Commission was designated an Economic Development District in 1970. The Commission has its office in Escanaba at the Delta County Service Center. The Commission has provided technical assistance with CDBG projects to member units since the establishment of the CDBG Small Cities program.

Peter Van Steen has successfully completed the Michigan Community Development Block Grant (CDBG) Certified Grant Administrator 's training program. Other Commission staff will assist Peter Van Steen as needed with project activities: Ryan Soucy, Richard Smith, Dotty LaJoye. Attached is a resume of Peter Van Steen along with a short biographic sketch of assisting staff members.

Peter Van Steen's prior CDBG experience:

- City of Negaunee Senior Center Revitalization (2019) current)
- City of Negaunee Downtown Façade Improvement (2019) (current)
- City of Escanaba Downtown Façade Improvements (2018) (current)
- City of Escanaba Flats on Ludington (2018) (current)
- Alger County UP Rail Study (2018) (current)
- Northern Initiatives CDBG revolving loan projects: environmental reviews and development of plans and policies (2015- current)
- City of Negaunee Downtown Façade Improvement (2017)
- City of Escanaba Façade Grant (2017)
- City of Escanaba Market Place- Farmer's Market (2017)
- City of Menominee Lloyd II Blight Elimination (2017)
- Michigamme Township Downtown Infrastructure Grant- streetscape project (2015)
- City of Ishpeming Downtown Infrastructure Grant- downtown streetscape (2015)
- Maple Ridge Township Urgent Need- deep freeze (2015)
- City of Negaunee Urgent Need- deep freeze (2015)
- City of Manistique Downtown Infrastructure Grant- paving and waterline (2013)
- City of Norway Downtown Infrastructure Grant- paving of parking lots and improvements (2013)
- Environmental reviews for City of Munising Urgent Need Deep Freeze, City of Negaunee Urgent Need
 Deep Freeze, City of Gladstone Urgent Need Deep Freeze, and City of Escanaba Urgent Need Deep
 Freeze (2014)
- Projects completed: City of Gladstone Blight Elimination- demolition of former electrical power plant (2012), Village of Powers ICE- wastewater improvement (2012), Iron Mountain ICE- water line and street repair/repaying (2011), Masonville Township- wastewater improvements (2007), Seney Township - wastewater improvements (2007).

Projects administered with Blight Elimination National Objective:

- City of Negaunee Downtown Façade Improvement (2017)
- City of Menominee Lloyd II Blight Elimination (2017)

- City of Escanaba Flats on Ludington (2018)
- City of Gladstone Blight Elimination (2012)

References:

- City of Escanaba: Blaine DeGrave, Code Enforcement Official 906.786.9402
- City of Negaunee: David Nelson, Planning and Zoning, 906.475-7700 ext 12
- Alger County: Pam Johnson, County Treasurer 906.387.4535
- City of Menominee: Tony Graff, City Manager 906.863.2656
- Northern Initiatives: Chuck Hurst 906.226.1663

Fixed Sum Amount

The fixed sum amount for overall program administration costs associated with the "Ishpeming Senior Center" is \$30,300. The fixed sum amount is based on 505 hours for all identified tasks at \$60.00 per hour. The \$60.00 per hour is the rate charged to member units. The rate includes all associated travel, material and personnel costs, including fringe benefits.

Scope of services to be provided are:

I. General Tasks

- A. Establish project files in the City of Ishpeming's office. These files must demonstrate compliance with all applicable state, local, and federal regulations. The project files must be monitored throughout the program to ensure that they are complete and that all necessary documentation is being retained in the City of Ishpeming's files.
- B. With the assistance of the City of Ishpeming, help conduct public hearings. This includes, but is not limited to, such things as assisting with public notices, conducting hearings, etc.
- C. Prepare the Section 504 self-evaluation and transition plan, if applicable.
- D. Prepare one analysis of impediments to fair housing, if applicable.
- E. Ensure all Citizen Participation Requirements are met.
- F. Assist City of Ishpeming in establishing and maintaining one Section 3 plan and appropriate reports.
- G. Prepare semi-annual progress reports for the City of Ishpeming, which includes obtaining financial data from the Property Owner/Developer/Business and obtaining employment data from the Business.
- H. Prepare and submit for approval Community Development Block Grant Amendments as necessary and conduct public hearings if required.
- Other general tasks as necessary, including but not limited to, coordinating and meeting with key players, preparing amendment requests for City of Ishpeming, and preparing environmental review amendments for City of Ishpeming.

Total estimated hours for General Tasks:

30 Hours

II. Financial Management

- A. Prepare the Requests for Payment at least quarterly to ensure consistency with the procedures established for the CDBG Program.
- B. Ensure that the City of Ishpeming has an acceptable financial management system as it pertains to finances of the CDBG Program. An acceptable system includes, but is not limited to, cash receipts and disbursements journal and accompanying ledgers, and should conform to generally accepted principles of municipal accounting.
- C. Make progress inspections and certify private investment.
- D. Provide assistance during annual audit of CDBG programs, as necessary.

Total estimated hours for Financial Management:

90 Hours

III. Environmental Review - per project

- A. Assist City of Ishpeming with determining the required level of environmental review and prepare the required paperwork.
- B. Assist City of Ishperning with amending the required environmental review, if scope changes
- C. Assist City of Ishpeming in providing documentation to ensure that project costs are not incurred until after the completion of the environmental review and authorization from the GRANTOR.

Total estimated hours for Environmental Review:

75 Hours

IV. Procurement for Construction of the New Building and Demolition of Existing Building

- A. Establish and maintain Procurement Policies and files.
- B. Assist the City of Ishpeming in preparing all RFPs/RFQs for any additional necessary professional services such as appraisal, architectural/engineering, legal and other services needed for projects
- C. Review and analyze proposals for qualifications, cost, and other factors.
- D. Provide required procurement reports to and obtain approvals from MEDC as appropriate.
- E. Maintain procurement records including selection process, advertisements, reasons for selections, minutes of bid openings, etc.
- F. Maintain Section 3 file for each contract in excess of \$100,000.
- G. Provide annual Project DBE and other related procurement reports.

Total estimated hours for Procurement:

45 Hours

V. Construction and Labor Compliance

- A. Assist the project engineer in the preparation of bid documents and supervise the bidding process consistent with state and federal regulations.
- B. Secure the Department of Labor's federal wage decision and include it in the bid documents.
- C. Prepare construction and demolition contracts which comply with state and federal regulations. Examples are Conflict of Interest, Access to Records, Copeland Anti-Kickback Act, Safety Standards, Architectural Barriers, Flood Insurance, Clean Air and Water Act (for contracts over \$100,000), HUD Handbook (6500.3), 24 CFR 85.36, Section 3, Section 109, Title VI, Civil Rights Act, EO 11246 (for contracts over \$10,000), Section 503, etc.
- D. Obtain contractor clearance(s).
- E. Check weekly payrolls and complete Payroll Review Worksheet to ensure compliance with federal wage decision(s). Conduct on-site interviews and compare the results with the appropriate payrolls.
- F. Monitor construction and demolition to ensure compliance with equal opportunity and labor standards provisions.
- G. Assist the project architect/engineer in obtaining any necessary permits.
- H. Monitor Section 3, DBE and other contractor and subcontractor reports.

Total estimated hours for Construction and Labor Compliance:

235 Hours

VI. Monitoring and Close Out

- A. Attend and assist the City of Ishpeming during the MEDC's monitoring visit(s). Prepare City of Ishpeming's response to all monitoring findings.
- B. Prepare close-out documents.
- Conduct and document Performance Public Hearings on an annual and/or project basis as required.
 Total estimated hours for Monitoring and Close Out:
 25 Hours

VII. National Objective Compliance, Surveys, and Income verification

A. For blight elimination: Obtain local building inspector letter certifying that the project eliminated specific conditions of blight.

B. Verification that the project serves limited clientele that complies with the National Objective.

Total estimated hours for National Objective Compliance:

5 Hours

TOTAL HOURS FOR ALL TASKS:

505 Hours

Submitted by

Date: July 22,2019

Peter Van Steen

Certified Grant Administrator

Peter Van Steen CUPPAD Regional Commission 2950 College Avenue Escanaba, MI 49829

Phone: 906.786.9234 Fax: 248.579.9095



120

						Change	e Order No.	13
Date of Issu	ance:		Effective D	Date:				
Owner:	City of Ishpeming		Owner's Contract No.:					
Contractor:				Contracto	r's Proj	ect No.:	:	
Engineer:	GEI Consultants of Mich	igan, P.G	C.	Engineer's	Projec	t No.:	1508090	
Project:	RD Water System Improv	ements		Contract N	lame:		Contract I	
installed on	t is modified as follows upo project, including bituminou							(
Attachment	s: Change Order Summary	DICE		CHA	MCEII	N CONT	RACT TIMES	
	CHANGE IN CONTRACT I	RICE		1				hla]
Original Co	antus et Duines			Original Contract	_	ivillesti	ones if applical	orej
Original Co	ontract Price:			Substantial Compl		Octobe	r 1, 2018	
\$3,066,62	ያ በበ			Ready for Final Pa				
W_J,000,02	0.00			Ready 101 1 mai 1 a	y i i i c i i c i	HOVEI	days or dates	
[Increase]	[Decrease] from previously	approve	d Change	[Increase] [Decrea	se] fro	m previ	ously approved	Change
	. <u>1</u> to No. <u>12</u> :	• •		Orders No. 1 to	No	<u>12</u> :		
				Substantial Compl	etion:	294		
\$ <u>1,263,39</u>	8.19	- 44		Ready for Final Pa	yment:	264		
Contract P	rice prior to this Change Ord	er:		Contract Times pr	ior to t	his Char	nge Order:	
Contract	rice prior to this change or			Substantial Completion: July 22, 2019				
\$4,330,026	5.19			Ready for Final Payment: August 5, 2019				
				days or dates				
[Increase]	[Decrease] of this Change O	rder:		[Increase] [Decrea	-		_	
				Substantial Completion:				
\$ <u>9,049.06</u>				Ready for Final Pa	yment:			
Contract P	rice incorporating this Chan	ge Order		Contract Times wi	th all a	pproved	d Change Order	'S:
	,			Substantial Completion: July 22, 2019				
\$4,339,07	5.25			Ready for Final Payment: August 5, 2019				
							days or dates	
	RECOMMENDED:		ACCE	PTED:		A	ACCEPTED:	1
By:	MN-HO	Ву:			By:		aux	ave
	Engineer (if required)		Owner (Aut	horized Signature)		Contra	4	Signature)
	roject Manager	_ Title			Title	P	rolect M	anager
Date: 0	7/25/2019	Date			Date	-	7/25/	19
Approved applicable	by Funding Agency (if)							
Ву:				Date:				
Title:								
		FICO	C° C-941. Chans	ze Order.				_





			Chang	ge Order No.	13.
Date of I	ssuance:		Effective Date:		
wner:	City of Ishpeming		Owner's Contract No.:		
ontract	or:		Contractor's Project No.:	1	
ngineer	: GEI Consultants of Michiga	n, P.C.	Engineer's Project No.:	1508090	
roject:	RD Water System Improver	nents	Contract Name:	Contract II	
	ntities to pay items to reflect work i it. No additional engineering as par		ter main, storm sewer (damaged by	project), and	
ttachme	ents: Change Order Summary				
	CHANGE IN CONTRACT P	RICE	CHANGE IN COM	NTRACT TIMES	
			(note changes in Mile	stones if applicabl	e]
Original	Contract Price:		Original Contract Times:	4 2 04 0	
\$ 4.256	816.06		Substantial Completion: October Ready for Final Payment: Novem		
4,2.0	010.00	-	Ready for Final Payment. Novem	Del 14, 2016	
[Increas	e] [Decrease] from previously app	roved Change Orders	[Increase] [Decrease] from previo	usly approved Cha	nge Orders
No. <u>1</u>	to No. <u>12</u> :		No. <u>1</u> to No. <u>12</u> :		
			Substantial Completion: 309		
\$ 1,765	394.04	-	Ready for Final Payment: 279		
Contrac	t Price prior to this Change Order:		Contract Times prior to this Chang	ge Order:	
4 6 000			Substantial Completion: August 6		
5 6,022	210.10		Ready for Final Payment: August		
(In even	ol [Doorson] of this Chause Ouden		flancas 1/Daniel 1 fall Char	days or dates	
lincreas	e] [Decrease] of this Change Order	:	[Increase] [Decrease] of this Chan Substantial Completion: 0	ge Order:	
\$ 21,270	0.00		Ready for Final Payment: 0		
			neady for Final Fayment.	days or dates	
Contrac	t Price incorporating this Change O	rder:	Contract Times with all approved		
	, ,		Substantial Completion: August 6	_	
6,043	480.10		Ready for Final Payment: August		
				days or dates	
	RECOMMENDED:	ACCE	PTED:	ACCEPTED:	1
Ву:	MAH	Ву:	By:	tangot	aan
	Engineer (if required)	Owner (Aut		ractor / uthorized	
Title:	Project Manager	Title:	Title:	repet Ma	19900
Date:	07/25/2019	Data	Date:	7/25/1	9
Approve	ed by Funding Agency (if applicable)		,	
Βy:			Date:		
Fitle:					

City of Ishpeming
City Council Meeting Action
Rural Development Water System Improvements Project
Eighteenth Draw

SUBJECT: Approval of Payments for RD Water System Improvements Project It was moved by and seconded by that the City proceed with paying A. Lindberg and Sons, Inc \$820,071.72; and GEI Consultants of Michigan, PC \$51,596.46. **City Council Member:** NAY **ABSENT** Karl Lehmann AYE NAY **ABSENT** Stuart Skauge AYE AYE ABSENT Mike Tonkin NAY ___AYE ___NAY _ABSENT Pat Scanlon ABSENT Lindsay Bean AYE NAY BY: Cathy Smith, City Clerk

DATE: August 7, 2019

USDA-RD Form RD 440-11 (Rev.10-00)

ESTIMATE OF FUNDS NEEDED FOR 30-Day Period Commencing

FORM APPROVED OMB NO. 0575-0015

Eighteenth Draw

Name of BorrowerCity of Ishpeming - RD Water System In	mprovements	
Items	Amo	ount of Funds
Development	\$	820,071,72
Contract or Job No. I		
Contract or Job No. II		
Contract or Job No.		
Land and Rights-of-Way		
Legal Services		
Engineering Fees		51,596.46
Interest		
Equipment		
Contingencies		
Refinancing		
Initial O & M		
Other		
TOTAL	\$	871,668.18
Prepared by City of Ishpemin	g	
Ву	Karl Lehmann, Mayor	Name of Borrower
Date		
Annroved by		

According to the Paperwork Reduction Act of 1995. an agency may not conduct or sponsor, and a person in not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Date

CITY OF ISHPEMING RD WATER SYSTEM IMPROVEMENTS BREAKDOWN OF COSTS ESTIMATE OF FUNDS NEEDED RD FORM 440-11 EIGHTEENTH DRAW GEI PROJECT #1508090

1.	Co	nstru	ction	n
	~~	HSLIU	GHUI	ш

Contract I \$ 383,113.56 (See attached Pay Application)
Contract II \$ 436,958.16 (See attached Pay Application)

Total Construction ==> \$ 820,071.72

2. Basic Engineering

Total Basic Engineering ==> \$ 2,945.75 (See attached invoices)

3. Resident Engineering

Total Resident Engineering ==> \$ 47,710.26 (See attached invoices)

4. Other Engineering

Total Other Engineering ==> \$ 940.45 (See attached invoices)

Total Engineering ==> \$ 51,596.46

Total All Categories Seventeenth Draw ==> \$ 871,668.18

CITY OF ISHPEMING RD WATER SYSTEM IMPROVEMENTS INVOICE SUMMARY ESTIMATE OF FUNDS NEEDED RD FORM 440-11 EIGHTEENTH DRAW GEI PROJECT #1508090

1. Construction

		Invoice		Invoice	Progress	Billed
	Pay App No.	Date		Amount	Billing No.	to Date
	Contract I - 17	5/28/2019	\$	203,155.80	17	\$ 3,964,702.68
	Contract II - 16	5/28/2019	\$	363,975.25	16	\$ 5,181,978.79
	Contract I - 18	5/28/2019	\$	179,957.76	18	\$ 4,144,660.44
	Contract II - 17	5/28/2019	\$	72,982.91	17	\$ 5,254,961.70
-		· · · · · · · · · · · · · · · · · · ·	_			

Total Construction==> \$ 820,071.72

2. Basic Engineering

Task 1001

	Invoice	Invoice	Progress	Billed
Invoice No.	Date	 Amount	Billing No.	to Date
5007079	6/17/2019	\$ 2,528.00	39	\$ 648,203.05
5007251	7/8/2019	\$ 417.75	40	\$ 648,620.80
		\$ -		\$ 648,620.80

Total Billed ==> \$ 2,945.75

3. Resident Engineering

Task 1002

	Invoice	Invoice	Progress	Billed
Invoice No.	Date	Amount	Billing No.	to Date
5007079	6/17/2019	\$ 22,085.81	39	\$ 645,859.67
5007251	7/8/2019	\$ 25,624.45	40	\$ 671,484.12
				\$ 671,484.12

Total Billed ==> \$ 47,710.26

4. Other Engineering

Task 1003

	Invoice	Invoice	Progress	Billed
Invoice No.	Date	Amount	Billing No.	to Date
5007079	6/17/2019	\$ -	39	\$ 114,173.05
5007251	7/8/2019	\$ 940.45	40	\$ 115,113.50
				\$ 115,113.50

Total Billed ==> \$ 940.45

Total Engineering ==> \$ 51,596.46

12e

FIC		Contractor's Application for Payment No.	Payment No.	16
ENGINEE	ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE	Application 6/24/2019 - 7/21/2019 Period:	Application Date:	9125/2019
To	City of Ishpeming	From (Contractor): A. Lindberg & Sons, Inc.	Via (Engineer):	GEI Consultants of Michigan, P.C.
Project	RD Water System Improvements	Contract: III		
Owner's C	Owner's Contract No.:	Contractor's Project No.: 22263.17	Enginear's Project No.:	1508090

Payment	
Application For	

	Change Order Summary		
Approved Change Orders			1. ORIGINAL CONTRACT PRICE \$ \$565,602.50
Number	Additions	Deductions	2. Net change by Change Orders \$ \$151,383.18
#001 - #005	\$224,647.65		3. Current Contract Price (Line 1 ± 2) \$ 5716,985.68
9#00	-\$2,891.25		4. TOTAL COMPLETED AND STORED TO DATE
CO #1	-\$70,373,22		(Column F on Progress Estimate) \$ \$ 712,789.67
			S. RETAINAGE:
			a. 2.5% X \$ 712,789.67 Work Completed S \$ 17,819.74
			b. 2.5% X S Stored Material S S.
			c. Total Retainage (Line 5a + Line 5b) S \$ 17,819.74
			6, AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5ch.m. S \$ 694,969.93
TOTALS	\$151,383.18		2. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$ \$ 687,037.14
NET CHANGE BY	\$1:1383.18	3.18	8. AMOUNT DUE THIS APPLICATION
			(Cohema C on Progress Redmate + Line Sabove) \$ \$ 22,015.74

Approved by	9102/\$2/1	Gay Steven Date:	Ä,
is approved b			
Payment of:	urst Documents and	(3) all Work covered by this Application for Payment is in accordance with the Commet Documents and is not defective.	(3) all Work cor is not defective.
is recommen	ed in said Work or t time of payment free red by a Bond or encumbrances); and	ustenious for Paymer; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or converted by this Application for Payment will pass to Owner at time of payment free and clear of all Lieus, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Lieus, security interest or encumbrances); and	Application of the wise and clear of acceptable
Payment of:	us progress payments ed on account to	Contractor's Certification The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to include the Contract have been applied on account to	Contracto The under

9		(Line 8 of Other - attach explanation of the Other arround)	arnount)
고	is recommended by.	(Engineer)	(Date)
	Payment of:	S(Line 8 or other - attach explanation of the other amount)	न स्थानम्
	is approved by:	(Owner)	(Date)
0	Approved by:	Funding Agency (if spolicable)	(Date)

EJCDC C-620 Constructor's Application for Payment © 2010 National Society of Professional Engineers for EJCDC. All rights reserved.

Page 1 of 4

Progress Estimate - Unit Price Work

Contractor's Application

									1000000		
Application Period:	iod:	67242019 - 7/21/2019						Application Date:	7/25/2019		
		V			m	၁	Q	œi	PL,		
		Item				Estimated	Value of Work	Mercials Bressell	Total Completed	3	Rehace to Fixish
ALS Bid Bun No	Bid Item No	Description	Partity Quantity	Unit Price	Value (S)	Quentity Installed	Installed to Date	Stored (not in C)	and Stored to Date (D + E)	(F/B)	(B - F)
		BASE BUD - CONTRACT /									
7000	M-0610	Utility Pole Bracing		\$ 1.00					44	50	
7010	M-1990	Remove & Replace Sign(s)		\$ 125.00	\$		- 1		-		
7011	M-2010	Pearl Street Conduit	1.00	\$ 13,500.00	\$ 13,500.00	1,00	٦			100.00%	
7012	M-2011	Handrail	1,00	\$ 1,037.00	\$ 1,037.00	00'1	- 1			100.00%	
7013	M-2012	Poplar Stroet Ditching	1.00	\$ 2,935.00	\$ 2,935.00	1.00	\$ 2,935.00		\$ 2,935.00	300.00%	
				-							
7020	R-0110	Remove Concrete Sidewalk, Ramp & Drive Approach		2.50			1			1000000	
7030	R-0120	Remove Concrete Curb end/or Gutter	60.00	\rightarrow	\$ 150.00	60.00	150.00		200,000	100.00%	
7040	R-0140	Site Clearing and Grubbing		-			- 1				
7050	R-0150	Rock Excavation	\$3.00	\$ 40.00	\$ 2,120.00	\$3.00	- 1		2,120.00	100.00%	
7060	R-0220	Subhaso, MDOT Class II, 12" (CIP)	8,250.00	\$ 2.00	\$ 16,500.00	8,250.00	-1			100.00%	
7070	R-0320	Aggregate Base Under Bit., MDOT 22A, 8" (CIP)	8,455.00	\$ 5.00	\$ 42,275,00	8,455.00	٦		1	100.00%	
7080	R-0410	Imported Trunch Backfill, (CE)	1,176.00	\$ 2.00	\$ 2,352.00	1,176.00				100.00%	
7090	R-0710	Bitumineus Mixture, MDOT 13A - Leveling Course	859.67	\$ 59.50	\$ 51,150.37	859.67	- 1			100.0096	
7100	R-0720	Bituminous Mixnus, MDOT 13A - Top Course	945,39	00.19	"	945.39	"		"	100.00%	
7110	R-0740	2" Binunisous Driveway Approach, MDOT 13A	12.58	\$ 109.00	\$ 1,371.29	12.58	\$ 1,371.29		\$ 1,371.29	100.00%	
7120	R-0810	Gravel Drivoway Approach, MDOT 23A, 6" (CIP)		3,50			П				54
7130	R-0910	Concrete Sidewall, 4"	825.00	\$ 4,35	\$ 3,753.75	825.00	\$ 3,753.75		\$ 3,753.75	100.00%	
7140	R-093D	Concrete Driveway Approach, 6"		\$ 5.25							
7150	R-0940	Concrete Curb & Gutter	30:00	\$ 20.00	\$ 600.00	30.00	ı			100,0096	
7160	R-0945	E-Curb	185.00	\$ 16.00	\$ 2,960.00	185.00	\$ 2,960.00		\$ 2,960.00	100.00%	5
							- 1				
7370	5-0110	8" SDR-26 PVC Sanitary Sower Main	2,710.50	\$ 36.00	\$ 97,578.00	2,710.50	- 1			100.00%	69
7180	5-0120	10° SDR-26 PVC Sanitary Sewer Main	1,347,00	\$ 38,00		1,347.00	.			100.00%	
7190	5-0420	6" SDR-26 PVC Saritary Sewer Lateral	765.50	\$ 24.00	7	765.50	7		-	100.00%	
7200	\$-0525	8"x6"Wye	25.00	\$ 90.00		25.00			1	100.00%	
7210	S-0540	10"x6" Wyc	14.00	\$ 130.00	1	14.00	ш		1	IOD:DOS	
7220	\$-0710	4 Dia Precest Concrete Standard Sanimay Manhole (0'-8')	23.00	\$ 2,200.00	۳	23.00	٠,۱		"	100.00%	
7230	5-0810	Add1 Depth 4' Dia. Precast Conc. Std. San. MH (Over 8')	38.24	\$ 115.00	\$ 4,397.60	38.24	- 1		1	100:00%	
7240	5-0910	Drainage Structure Cover	17.00	\$ 1,200.00		17.00	"			100.00%	
7250	5-1010	Connect to Existing Senitory Sewer Lateral	32.00	1	s	32.00	П			100.00%	
7260	5-1020	Connect to Existing Septing Sewer Main	12.00	00.091 \$	\$ 1,920.00	12.00	\$ 1,920.00		\$ 1,920.00	100.00%	i.
7270	5-1110	Abandon Existing Membols		\$ 700.00	,						4
7280	\$-1120	Sower Bulkhead	2:00	\$ 75.00	\$ 375,00	2.00	П		1	100.00%	
7282	\$-1130	Trench Undercut and Beckfill	50.50	\$ 22.50		50.50				100.00%	
7284	\$-1220	Insulating Sewer	704.00	1,50	П	704.00	- 14			100,00%	
7290	\$-1220	Post-Construction Sankary Sewer Televesing	4,020.50	\$ 2.00	\$ 8,041.00	2,979,70	\$ 5,959.40		\$ 5,959.40	74.11%	\$ 2,081.60
								The state of the s			

EICDC C-620 Contractor's Application for Phyment C 2010 National Society of Professional Engineers for EICDC. All rights reserved. Page 3 of 4

Progress Estimate - Unit Price Work

Contractor's Application

Diagram Di	Hoe /Contract)								Anniestion Number			
Page	For (Connect).									91 .		
Bid have No. Bid	Application Per	riod:	6/24/2019 - 7/21/2019					DITES OF	Application Data:	7/25/2019		
Bid Home No. Description			*			μQ	o	q	Œ	24		
Bid Namo No. Choosea			İtem				Berimated	Value of Work		Total Completed	L	
COCODA1 Subbase Namonal CocoDA2 Subbase Namonal CocoDA3 Subbase Namonal Namonal Namonal Namonal Namonal Namonal Namonal Namonal Namonal Namo	ALS Bid Ilem No	Bid Item No	Description	Bid hem Quantity	Unit Price	Bid keen Value (\$)	Quantity Installed	Installed to Date	Materials Presently Stored (not in C)	and Stored to Date (D+E)	(F/B)	Balance to Finish (B - F)
CO-0000. Subbabe Marrinoid 1,700.00 8 6,100.25 1,100.00 1,700.00 </td <td>7494</td> <td>D-0830</td> <td>Adjust Structure Cover</td> <td>23.00</td> <td>П</td> <td></td> <td>23.00</td> <td>1 1</td> <td></td> <td>\$ 1,265.00</td> <td>100.00%</td> <td>s</td>	7494	D-0830	Adjust Structure Cover	23.00	П		23.00	1 1		\$ 1,265.00	100.00%	s
CC-00001											_	
CO-0004 Part Robert Lateral La	1501	CO-0001.	Subbase Removal	1,768.00		1	1,768.00	- 1			-	
CO-00008 Undergenoual Standard Tank Bearmord 1,00 \$ 9,284,00 1,00 \$ 9,284,00 1,00 \$ 9,284,00 1,00 \$ 9,284,00 \$ 1,002.	7502	CO-0001	Park Street Lift Station SCADA	1.00	51,308.25		1.00	- 1			_	
Exception Probability Pr	7503	CO-0003	Underground Storage Tank Removal	1.00	9,284.00		1.00					
R-0220 Remove Connected Sidewalk, Rang & Divine Aggrands S2400 \$ 1,000 S14,00 S14	7504	CO-0004	Washington Street Leteral Installtion	1.00	25,105.23		1.00	1 4		S 25,105,23	100.00%	•
R-02200 R-02												
R-222D Schebaw, MDOY Teal, 4° (CPP) 72400 \$ 3.00 \$ 1,602.00 78.00 \$ 1,602.00 \$ 1,602.00 \$ 1,602.00 \$ 5.00 \$ 1,602.00 \$ 1,602.00 \$ 1,602.00 \$ 1,602.00 \$ 1,602.00 \$ 1,602.00 \$ 1,602.00 \$ 1,602.00 \$ 1,602.00 \$ 1,602.00 \$ 1,602.00 \$ 1,602.00 \$ 2,600.00 \$ 1,602.00 \$ 3,600.00 \$ 2,900.00 \$ 3,900.00			BASE BID - CONTRACT II			-		- 1			-+	
R-0220	7299	R-0220	Remove Concrete Sidowalle, Ramp & Drive Approach	534.00			534,00	П			-	40
R-0.210 Pay-2010 Pay-2014	7300	R-0220	Subhase, MDOT Class II, 12" (CIP)	782,00	2.50	64	782.00				-	60
R-04100 Ethication Michael Backfull, (CDT) Ethication Michael Mi	7310	R-0320	Aggregate Base Under Bit., MDOT 22A, 3" (CIP)	782,00	2,00	9	782.00			•	100,00%	•••
R-07101 Dillumatricous Michania, MDOTT 1.4 X. Toy Course S	7320	R-0410	Imported Trench Backfill, (CIP)	122.00	3.00		122.00			\$ 366.00	100.00%	on.
8-0720 Siltentiation Michane, MDOPT 13A, Top Curuse 5 61.00 5 61.00 5 61.00 5 61.00 5 61.00 5 61.00 5 61.00 5 61.00 5 61.00 5 6 7 8 6 7 8 9 8 9 8 9 8 9 8 9 8 9 8 9 8 9 8 9 8 9 8 9 8 9 8 9 8 9	7330	R-0710	Bituminous Mixture, MDOT 13A - Leveling Course		59.50			THE STATE OF				S
Script	7340	8-0720	Situations Mixture, MDOT 13A - Top Course		00'19							•
Pr.0915 Tringest Curb and Sidewalk 4,210.00 \$ 34,943.00 4,210.00 \$ 34,943.00 \$ 34,943.00 \$ 34,943.00 \$ 34,943.00 \$ 5,210.00 \$ 34,943.00 \$ 34,943.00 \$ 5,210.00 \$ 34,943.00 \$ 34,943.00 \$ 5,210.00 \$ 34,943.00	7350	8-0740	2" Briuminous Driveway Approach, MDOT 13A		109.00					44		s,
S-0110 8F SDR-26 PVC Senitary Sever Main 1,059,06 \$ 42,380.00 1,059,50 \$ 42,380.00 1,059,50 \$ 42,380.00 \$ 6,174.00	7351	R-0915	Integet Curb and Sidowalk	4,210.00	8.30		4,210.00	1 1		\$ 14,943.00	300 001	S
S-0110 St. Side-Ze PVC Semilary Server Main 1,059.50 \$ 40,100 \$ 42,280.00 \$ 7,230.0						- 1		- 1		1	-	
S-01200 10° SDR-Jos PVC Samitary Sewer Lateral S 4°200 S 6 5 8 8 8 8 8 8 9 9 8 8 8 9 9 9 8 8 9 9 9 9 9 8 9	7360	5-0110	8" SDR-26 PVC Sanistry Sewer Matri	1,059,50	40,00	1	1,059.50	1		42,380,00	100.00%	
\$-0430 4" SDR-26 PVC Samilary Sever Lateral \$ 25.04 \$ 6,174.00 \$ 7,00 </td <td>7370</td> <td>S-0120</td> <td>10" SDR-26 PVC Sanitary Sewer Main</td> <td></td> <td>42.00</td> <td></td> <td></td> <td></td> <td></td> <td>ca.</td> <td></td> <td>600</td>	7370	S-0120	10" SDR-26 PVC Sanitary Sewer Main		42.00					ca.		600
S-0420 G* SLR2-26 PVC Sacilary Sever Laienti 220:50 \$ 26:04 Mode 6 174.00 220:50 \$ 6,174.00 \$ 6,174.00 \$ 6,174.00 \$ 5 \$ 5.00 \$ 5 \$ 5.00 \$ 5 \$ 5.00 \$ 5 \$ 150.00 \$ 5 \$ 150.00 \$ 5 \$ 150.00 \$ 5 \$ 150.00 \$ 5 \$ 150.00 \$ 5 \$ 150.00 \$ 5 \$ 150.00 \$ 5 \$ 150.00 \$ 5 \$ 150.00 \$ 5 \$ 150.00 \$ 5 \$ 150.00 \$ 5 \$ 150.00 \$ 5 \$ 150.00 \$ 5 \$ 150.00 \$ 5 \$ 150.00 \$ 5 \$ 150.00 \$ 5 \$ 150.00 \$ 5 \$ 150.00 \$ 5 \$ 150.00 \$ 5 \$ 50.00 \$ 5 \$ 150.00 \$ 5 \$ 150.00 \$ 5 \$ 150.00 \$ 5 \$ 150.00 \$ 5 \$ 150.00 \$ 5 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 </td <td>7380</td> <td>S-0410</td> <td>4" SDR-26 FVC Smittry Sewer Lateral</td> <td></td> <td>25.00</td> <td></td> <td></td> <td>- 1</td> <td></td> <td></td> <td>\rightarrow</td> <td>s s</td>	7380	S-0410	4" SDR-26 FVC Smittry Sewer Lateral		25.00			- 1			\rightarrow	s s
S-GEZE B**C**Wye 19,00 \$ 18,00 \$ 1,615.00 1,615.00 \$ 1,615.00	7390	5-0420	6" SDR-26 PVC Sanitary Sewer Letteral	220.50	28.00		220.50				-	199
\$-05000 4" Data Procust Counset e Standard Samilary Manholo (0-4") 5.00 \$ 13,00 \$ 11,350.00	7400	S-0525	8"x6" Wye	19.00	85.00		19.00		0.000	\$ 1,615.00	100.00%	
S-0710 Af Dia Procest Connected Standard Sanitary Machole (0-8) 5.00 \$ 1,250.00 5.01,250.00 \$ 1,250.00 \$ 1,250.00 \$ 1,250.00 \$ 1,250.00 \$ 1,250.00 \$ 1,250.00 \$ 1,250.00 \$ 1,250.00 \$ 1,250.00 \$ 1,250.00 \$ 1,250.00 \$ 2,400.00 \$ 3,000.00 <t< td=""><td>7410</td><td>\$-0540</td><td></td><td></td><td></td><td></td><td></td><td>1 1</td><td></td><td>44</td><td></td><td>S</td></t<>	7410	\$-0540						1 1		44		S
\$-0910 Desirings Structure Covert 4.00 \$ 1,200.00 \$ 4,800.00 4.00 \$ 4,800.00 \$-1010 Connect to Existing Statistry Sever Lateral 16.00 \$ 1,200.00 \$ 2,400.00 16.00 \$ 2,400.00 \$ 2,400.00 \$ 2,400.00 \$-1020 Connect to Existing Statistry Sever Main \$ 5.00 \$ 1,50.00 \$ 1,50.00 \$ 2,400.00 <td>7420</td> <td>5-0710</td> <td></td> <td>3.00</td> <td>2,250.00</td> <td></td> <td>9:00</td> <td>-</td> <td></td> <td></td> <td>_</td> <td></td>	7420	5-0710		3.00	2,250.00		9:00	-			_	
\$-10210 Connect to Existing Sanitary Sewer Lateral 16.00 \$ 150.00 \$ 2,400.00 16.00 \$ 2,400.00	7430	\$-0910	Drainage Structure Cover	4.00			4,00				\rightarrow	
\$-1020 Canomect to Risisting Statistry Sewer Main \$-00 \$-1000 \$-5000 \$-750.00 <	7440	S-1010	Connect to Ruisting Saninzy Sower Lateral	16.00	150.00	~	16,00	"		24	-	•
S-1040 Correct to Existing Sanitary Sever Manhole 3.00 5 900.00 3.00 5 900.00	7450	\$-1020	Connect to Existing Sanitary Sewer Main	3.00	150.00		2:00	9	The second second		_	S
S-1220 Post-Construction Sanitary Sewer Televising 1,616,00 \$ 1,151 2D 784,00 \$ 1,528.80 D-0320 8**SDR-26 PVC Storm Sewer Main \$ 22,00 \$ 22,00 \$ 3,151 2D \$ 1,528.80 D-0340 17**SDR-26 PVC Storm Sewer Main \$ 22,00 \$ 24,00 \$ 3 D-0340 17**SDR-26 PVC Storm Sewer Main \$ 1,925.00 \$ 3,143.75 CO-0040 Pulveirs and Regrade 1,925.00 \$ 9,143.75 \$ 9,143.75 R-0110 Remove Consense Side-walk, Ramp & Drive Approach \$ 3.00 \$ 2,000.00 \$ 1,000.00 \$ 2,000.00 R-0220 Subbase, MDOT Class Bit, ADOT 22A, 8* (CIP) 1,000.00 \$ 5,000.00 1,000.00 \$ 5,000.00 R-0320 Aggregate Base Under Bit, ADOT 22A, 8* (CIP) 1,000.00 1,000.00 \$ 5,000.00 1,000.00	7460	5-1040	Connect to Existing Sanitary Sewer Mazhole	3.00	300.00		3.00				-	
D-032D 8° ISDR-26 PVC Storm Sever Main \$ 22.00 \$	7470	5-1220	Post-Construction Sanitary Sower Televising	1,616,00			784.00	Ш		\$ 1,528.80	48.51%	\$ 1,622.40
D-032D 8" SDR-26 PVC Storm Sever Main \$ 22.00 \$ - \$ 5 . D-034D 12" SUR-26 PVC Storm Sever Main \$ 26.00 \$ - \$ 5 . D-034D Consect to Existing Cach Basin Lead 1,925.00 \$ 1,925.00 \$ 9,143.75 CO-0004 Pulveirs and Regrade 1,925.00 \$ 4,75 \$ 9,143.75 \$ 9,143.75 R-0110 Remover Consense Side-wall, Ramp & Drive Approach \$ 3.00 \$ 2,000.00 \$ 2,000.00 \$ 2,000.00 R-0220 Subbase, MDOT Class Bit, ADOT 22A, 8" (CIP) 1,000.00 \$ 5,000.00 1,000.00 \$ 5,000.00												
D-034O 12" SDR-26 PVC Storm Sewer Main \$ 26.00	7480	D-0320	8" SDR-26 PVC Storm Sewer Main		22.00					, us		5
D-0930 Connect to Existing Catch Basin Lead 1,925.00 \$ 100.00 \$ 1,925.00 \$ 9,143.75 1,925.00 \$ 9,143.75	7490	D-0340	1.2" SDR-26 PVC Storm Sower Main		26.00							•
CO-0004 Pulveire and Regravle 1,925.00 \$ 4.75 \$ 9,143.75 1,925.00 \$ 9,143.75	7500	D-0930	Connect to Existing Catch Basin Lead		100.00						\vdash	9
R-0210 Remove Conserts Sidewalk, Ramp & Drive Approach S 3.00 \$ 2,000.00 1,000.00 S 2,000.00 S 2,	7501	CO-0004	Pulveize and Regrade	1,925.00	4.75		1,925.00	1		\$ 9,143.75	100.00%	
R-0110 Remove Concerte Sidewalls, Ramp & Drive Approach S 3.00 \$ 2,000.00 1,000.00 S 2,000.00 S 2,000.00 R-0320 Aggregate Base Under Bit, ADOT 22A, 8" (CIP) 1,000.00 \$ 5,000.00 1,000.00 S 5,000.00 S 5,000.00 R-0320 R-0												
R-0110 Remove Concerne Side-walk, Ramp & Drive Approach \$ 3.00 \$ 2,00 \$ 2,000.00 \$ 2,000.00 \$ 2,000.00 R-0220 Subbase, MDOT Class U, 12" (CIP) 1,000.00 \$ 2,00 \$ 2,000.00 \$ 2,000.00 \$ 2,000.00 R-0320 Aggregate Base Under Bit, ADOT 22A, 8" (CIP) 1,000.00 \$ 5,000.00 \$ 5,000.00 \$ 5,000.00			ALTERNATE A									
R-0220 Subbese, MDOT Class U, 12" (CIP) 1, aaa,00 \$ 2,00 \$ 2,000,00 1,000,00 \$ 2,000.00 R-0320 Aggregate Base Under Bit, ADOT 22A, 8" (CIP) 1, aaa,00 \$ 5,00 \$ 5,000,00 \$ 5,000.00 \$ 5,000.00	7510	R-0110	Remove Concrete Sidewalk, Ramp & Drive Approach		3.00			1				40
R-0320 Aggregate Bree Under Bit, AIDOT 22A, 8" (CIP) 1,000,00 S 5,00 S 5,00 0 1,000,00 S 5,000,00	7\$20	R-0220	Subbesc, MDOT Class II, 12" (CIP)	1,800.00	2.00		00'000'1				\rightarrow	
	7530	R-0320	Aggregate Base Under Bit, ADOT 22A, 8" (CIP)	1,600.00	5.00		1,000.00			\$ 5,000.00	100.00%	40

ELCDC C.-620 Contractor's Application for Payment © 2010 National Society of Professional Engineers for EJCDC. All rights reserved.

Page 3 of 4

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		П						Application Number:	16		
Application Period:	i i	6/242019 - 7/21/2019						Application Date:	7/25/2019		
		A			р	ט	А	ωì	EL.		
		Ren				Estimated	Value of Work		Total Completed		i i
ALS Bid ftem No	Bid Item No	Description	Bid Item Quamity	Unit Price	Bid Rem Value (\$)	Quantity	Installed to Date	Matechals Presently Spiced (not in C)	and Stored to Dete (D+E)	% (F/B)	Helance to Prosen (B - F)
7540	R-0410	Imported Trench Backfill, (CIP)	230.00	\$ 2.50	\$ 575.00	230,00	\$ 575,00		\$ 575.00	100.00%	
7550	R-0710	Bituminous Mixture, MDOT 13A - Leveling Course		\$ 59.50			*				
7560	R-0720	Bituminous Mixture, MDOT 13A - Top Course		\$ 61.00							
7570	R-0740	2" Bituminous Driveway Approach, MDOT 13A		00'601 \$	49				S		
7580	R-0510	Concrete Sidewalk, 4"		\$ 4.55	,						*
7590	R-0530	Concrete Driveway Approach, 6"		\$ 5.25					s		
7600	S-0110	8" SDR-26 PVC Sanitary Sewer Main	438.00	\$ 40.00	\$ 17,520.00	438.00	\$ 17,520,00		\$ 17,520.00	100.00%	*
7610	S-0420	6" SDR-26 PVC Senitary Sower Lateral	36.00	\$ 26.00	\$ 536.00	36.00	\$ 936.00		\$ 936.00	100.00%	
7620	S-0525	8"x6" Wye	1.00	\$ 90.00	00'06 \$	1.00	\$ 90.00		S 90.00	100.00%	2
7630	\$-0710	4 Dis. Precast Contrets Standard Sanitary Manhole (0-8')	2.00	\$ 2,200.00	\$ 4,400,00	2.00	\$ 4,400.00		4,4(*
7640	5-0810	Add! Degth 4' Dia. Precast Conc. Std. Sen. MH (Over 8')	80.0	\$ 115.00	\$ 9.20	90.08	\$ 9.20		8 9.20		
7650	S-0910	Dramage Structure Cover	2.00	\$ 1,200.00	\$ 2,400.00	2.00	\$ 2,400.00		\$ 2,400,00		
2660	\$-1010	Connect to Existing Sanitary Sewer Leteral	1.00	\$ 100.00	\$ 100.00	1,00	00'001 \$		200001	100.00%	*
7670	5-1220	Post-Construction Sanitary Sewer Televising	570,00	\$ 2.00	\$ 1,140.00	324.00	\$ 648.00		\$ 648.00	56.84%	\$ 492.00
		ALTERNATE F									
7680	R-0220	Subbase, MDOT Class II, 12" (CIP)		3.00	1 59		5				*
7690	R-0320	Aggregate Base Under Bit., MDOT 22A, 8" (CIP)		\$ 5.50	, sa		,	A CONTRACTOR			\$
7700	R-0710	Bituminous Mixture, MDOT 13A - Leveling Course		\$ 59.50	· ·	200000	- 3		•		
77.10	R-0720	Bituminous Mixture, MDOT 13A - Top Course		\$ 61.00							
7720	R-0740	2" Bitmittous Driveway Approach, MDOT 13A		S 109.00	1						\$
								-			-
7730	S-0110	8" SDR-26 PVC Sanitary Sewer Main		\$ 40.00			•		•		
7740	5-0420	6" SDR-26 PVC Sanitary Sewer Lateral		\$ 30,00					4		
77.50	5-0525	8"x6" Wys		\$ 85.00	. 69		s				
2160	S-1010	Connect to Bushing Sanitary Sewer Lateral		\$ 100.00	,		9				
27.70	5-1020	Consect to Existing Sanitary Sewer Main		\$ 650.00	1 40		50				**
7780	5-1220	Post-Construction Sentiary Sewer Televising		\$ 1.95	· ·		s				
		Totals			\$ 716,945.67		\$ 712,789,67	40	\$ 712,789.67	99.41%	4,196.40

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Page 3 of 4

APPLICATION AND CERTIFICATE FOR PAYMENT

2 PAGES

PAGE ONE OF

Certificates for Payment were issued and payments received from the Owner, and that current payment application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information Const. Mgr Distribution to: Contractor Contract Documents, that all amounts have been paid by the Contractor for Work for which previous The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Architect and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Attach explanation if amount certified differs from the amount applied for. Initial all figures on this In accordance with Contract Documents, based on on-site observations and the data comprising application and on the Continuation Sheet that are changed to conform to the amount certified.) Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED. 7/25/2019 Date: 07/24/19 Date: CONTRACT DATE: APPLICATION #: PROJECT NOS: PERIOD TO: eyan Store July 2019 **CERTIFICATE FOR PAYMENT** Subscribed and sworn to before day of My Commission expires: AMOUNT CERTIFIED ---Marguette Michigan shown therein is now due. 25th CONTRACTOR Notary Public: ARCHITECT: County of: State of: me this B. Lake Bancroft Pavilion Ishpeming, MI 49849 545,036.31 4,248.84 549,285.15 235,736.70 212,163.03 66,911.80 145,251.23 23.573.67 Iron River, MI 49935 DEDUCTIONS VIA ARCHITECT: 204 Spruce St. GEI Consultants 990 Lalley Rd 2,830.00 20,743.67 337,122.12 Application is made for payment, as shown below, in connection with the Contract. ADDITIONS 69 69 CONTRACTOR'S APPLICATION FOR PAYMENT 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT 9. BALANCE TO FINISH, INCLUDING RETAINAGE 4. TOTAL COMPLETED & STORED TO DATE-\$ 6. TOTAL EARNED LESS RETAINAGE-----2. Net change by Change Orders-----a. 10.0% of Completed Work (Columns D+E on Continuation Sheet) 3. CONTRACT SUM TO DATE (Line 1 +/- 2) Total in Column 1 of Continuation Sheet-Lake Bancroft Pavilioin b. 10.0% or stored market) (Column F on Continuation Sheet) Total Retainage (Line 5a + 5b or (Line 6 from prior Certificate)--Total changes approved in previous 8. CURRENT PAYMENT DUE-----1. ORIGINAL CONTRACT SUM----CHANGE ORDER SUMMARY (Column G on Continuation Sheet) 10.0% of Stored Material (Line 4 less Line 5 Total) (Line 3 less Line 6) Continuation Sheet is attached. FROM CONTRACTOR: Ishpeming, MI 49849 CONTRACT FOR: Negaunee, MI 49866 City of Ishpeming months by Owner G.E. Builders, Inc. 5. RETAINAGE: 808 Baldwin Ave. 400 Divison St TO OWNER:



herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner

of Contractor under this Contract.

\$4,248.84

\$4,248.84 \$4,248.84

TOTALS

NET CHANGES by Change Order

Total approved this Month

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named

CONTINUATION SHEET
ATTACHMENT TO PAY APPLICATION
PROJECT:
Lake Bancroff Pavilion
204 Spruce St.
Ishpeming, MI 49849

07/25/19 24-Jul-19 1700242 Page 2 of 2 APPLICATION NUMBER: APPLICATION DATE:

Pages

PERIOD TO: ARCHITECT'S PROJECT NO:

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tem	Description of Work	Scheduled	Work Completed	mpleted	Materials	Total	%	Balance	Retainage
ģ		Value	From Previous	This Period	Presently	Completed	(O/O)	To Finish	
			Application		Stored	And Stored		(o - o)	
			(D+E)		(Not In D or E)	To Date (D + E + F)			
-	M-0110 Mobilization	26,209.91	4,500.00	10,500.00		15,000.00	21%	11,209.91	1,500.00
7	M-0210 Contractor Staking	3,800.00	3,800.00			3,800.00	100%		380.00
က	M-0320 Maintaining Traffic	4,250:00	4,250.00			4,250.00	100%		425.00
4	M-0530 Permits	2,750.00	2,750.00			2,750.00	100%		275.00
2	M-0570 ADA Signage	825.00						825.00	
ဖ	M-0580 Landscaping	27,800.00						27,800.00	
7	M-0600 Recycling and Trash Recpt.	3,300.00						3,300.00	
∞	M-0620 Buried Elec, Trans, Ped, Meter	4,000.00						4,000.00	
တ	M-0630 Semco Gas Service	1,000.00						1,000.00	
6	R-0110 Remove Sidewalk, Ramp, App.	1,275.00		1,275.00		1,275.00	100%		127.50
Ξ	R-0120 Remove Conc. Curb/Gutter	742.50		742.50		742.50	100%		74.25
12	R-0220 Subbase, MDOT Class II, 12"	16,684.50		12,513.38		12,513.38	75%	4,171.12	1,251.34
13	R-0310 Agg. Base Under Bit MDOT 22A, 6"	5,143.60		3,086.16		3,086.16	%09	2,057.44	308.62
14	R-0320 Agg. Base Under Bit MDOT 22A, 8"	11,894.40	/	3,568.32		3,568.32	30%	8,326.08	356.83
15	R-0410 Imported Trench Backfill	3,172.20		3,172.20		3,172.20	100%		317.22
16	R-0730 Bituminous Mix, LVSP	40,200.00						40,200.00	
17	R-0820 Agg. Shidr Course, MDOT 23A, 6"	3,091.40						3,091.40	
9	R-0910 Conc. Sidewalk, 4"	9,375.00						9,375.00	
19	R-0920 Conc. Sidewalk Ramp, 4" w/ Warn.	1,020.00						1,020.00	
20	R-0945 E-Curb	2,520.00						2,520.00	
7	R-1096 Sidewalk Removal and Turf Rest.	1,175.00		822.50		822.50	%02	352.50	82.25
22	R-1100 Pavement Markings	2,850.00						2,850.00	
23	S-0420 6" SDR-26 PVC San. Sew. Lateral	4,664.80	4,664.80			4,664.80	100%		466.48
24	S-1020 Connect to Exist. San. Sew. Main	330.00	330.00			330.00	100%		33.00
22	WS-0985 1.5" SDR-11 HDPE Water Serv.	7,012.80	7,012.80			7,012.80	100%		701.28
56	WS-1025 1.5" Corporation Stop	240.00	240.00			240.00	100%		24.00
27	WS-1125 1.5" Curb Stop and Box	420.00	450.00			450.00	100%		45.00
78	A-1001 Pavillion Found. And Slabs	50,700.00	37,900.00	12,800.00		50,700.00	100%		5,070.00
	SUBTOTALS PAGE 2	236,476.11	65,897.60	48,480.06		114,377.66	48%	122,098.45	11,437.77

CONTINUATION SHEET
ATTACHMENT TO PAY APPLICATION PROJECT: Lake Bancroft Pavilion 204 Spruce St. Ishpeming, MI 49849

07/25/19 24-Jul-19 1700242 Pages Page 3 of 2 APPLICATION NUMBER: APPLICATION DATE:

PERIOD TO: ARCHITECT'S PROJECT NO:

					L	C			
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Item	Description of Work	Scheduled	Work Completed	mpleted	Materials	Total	%	Balance	Retainage
Š.		Value	From Previous	This Period	Presently	Completed	(G/C)	To Finish	
			Application		Stored	And Stored		(S-S)	
			(D + E)		(Not In	To Date			
					D or E)	(D+E+F)			
53	A-1002 Pavilion Walls and R.O.	39,310.20	4,200.00	35,110.20		39,310.20	100%		3,931.02
8	A-1003 Pavilion Cedar Timb. (1x Trim)	5,300.00			2,100.00	2,100.00	40%	3,200.00	210.00
3	A-1004 Pavilion Siding / Façade	18,640.00			10,400.00	10,400.00	%99	8,240.00	1,040.00
32	A-1005 Pavilion Stone Veneer	35,000.00						35,000.00	
33	A-1008 Ext. and Int. HM Single Doors	22,560.00						22,560.00	
34	A-1009 Ext. and Int. HM Double Doors	4,500.00						4,500.00	
35	A-1010 Pavilion Roof Framing and Roofing	36,950.00		24,500.00	7,700.00	32,200.00	87%	4,750.00	3,220.00
36	A-1012 Pavilion Interior Wall/Rm. Finishes	48,300.00						48,300.00	
37	A-1013 Pavilioin Plumb. System & Fixt.	55,500.00		17,500.00	3,600.00	21,100.00	38%	34,400.00	2,110.00
38	A-1014 Pavilion Elec. Systems	24,500.00		7,500.00		7,500.00	31%	17,000.00	750.00
33	A-1015 Pavilion HVAC Systems	18,000.00			4,500.00	4,500.00	25%	13,500.00	450.00
4	Extra Work- Engineered Fill (6.14.19)	4,248.84	4,248.84			4,248.84	100%		424.88
4									
42									
43									
44									
45									
46									
47									
48									
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ည									
5									
25									
53									
55									
20									
	SUBTOTALS PAGE 3	549,285.15	74,346.44	133,090.26	28,300.00	235,736.70	43%	313,548.45	23,573.67



Proposal

TO:

JOHNSON CONTROLS APPLETON WI CB -

0N07

N961 TOWER VIEW DR GREENVILLE WI 54942-8030 PH: (866) 854 - 4713

FAX: (866) 348 - 3796

Date: 07/18/2019 **Quote Ref**: 1-14ETBAAI

Project Name: Ishpeming City Hall - AHU Heating Valve

Replacemen

Site: ISHPEMING CITY HALL

100 E DIVISION ST

ISHPEMING MI 49849-2075

ATTN: Jim Lampman

We propose to furnish the materials and/or perform the work below for the net price of: \$2,614.03 For the above price this proposal includes:

REPLACE PROBLEMATIC CONTROLS VALVE IN AIR HANDLING UNIT (AHU):

Quote is for JCI to replace the leaky and problematic control valve within the AHU. This involves draining down the unit, replacing the valve, reconnecting controls, and then re-establishing service of the AHU. Quote includes labor, materials (insulation, piping, fittings, and valves), and truck charges.

This proposal DOES NOT include:

- 1. Labor or material not specifically described above is excluded from this proposal.
- 2. Unless otherwise stated, any and all overtime labor is excluded from this proposal.
- 3. Applicable taxes or special freight charges are excluded from this proposal.

Important: This proposal incorporates by reference the Terms and Conditions attached

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval by Johnson Controls, Inc. Milwaukee, WI.

This proposal is valid through:

08/17/2019

This quote was prepared for your review by: Kenneth Nimmer

Johnson Controls Inc.

Signature:	Signature:	
Name:	Name:	
Title:	Title:	
Date:	Date:	
DO:		



(IMPORTANT): This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal JCI business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

- 1. SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.
- 2. INVOICE AND PAYMENTS. Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due here in under and purchaser Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will agrees to pay be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
- 3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
- 4. EQUIPMENT WARRANTY. Johnson Controls, Inc. (JCI) warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of one year. Only if JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.
- 5. LABOR WARRANTY. Johnson Controls, Inc. (JCI) warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES.
- 6. LIABILITY. Johnson shall not be liable for any special, indirect, or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
- 7. TAXES. The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
- 8. DELAYS. Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond Johnson's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Johnson, etc.
- 9. COMPLIANCE WITH LAWS. Johnson shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Purchaser.
- 10. PAYMENT. Customer shall pay all invoices when due in accordance with the payment terms provided for in the Agreement, and such payment is a condition precedent to Johnson Controls' obligation to provide products or perform services under the Agreement. In issuing any purchase order related to or arising out of this proposal and notwithstanding any language to the contrary therein, Customer acknowledges and agrees that any and all Johnson Controls invoices for an amount greater than \$25,000 shall be paid via wire transfer, check or money order, and that Customer shall not make, nor will Johnson Controls accept, payment in excess of \$25,000 in the form of a credit card, debit card, or other similar payment device.
- 11. DISPUTES. All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
- 12. INSURANCE. Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
- 13. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.
- 14. OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site.
- 15. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
- 16. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.



New Business

(906) 228-4142



Fax: (906) 228-2620

422 US 41 East Negaunee, MI 49866 www.arrowconstructions.com

August 2, 2019

To: City Of Ishpeming

Attn: Carl Peterson - DPW Director

Re: Monolithic Curb/Sidewalk Replacement In Front of City Hall

Arrow Constructions is pleased to quote the following work:

LINE ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE		ITEM TOTAL
	Remove & Replace Monolithic Curb & Sidewalk @ City Hall	- - 1	Lump	\$ 9,700.00	\$	9,700.00
	(Appx. 80' x 6.5')			ESTIMATED TOTAL	.: \$	9,700.00

Sawcut & Remove @ 6.5' Joint Line As Not To Disturb Sandstone & Eliminate Trip Hazard; Sawcut, Remove & Replace Beyond the 6.5' Joint Line Directly In Front Of Entry Stairs

CONDITIONS:

- No bonds, dues, permits, inspection or other fees are included in this proposal.
- Payment is to be made to Arrow Constructions within seven (7) days of Prime Contractor's receipt of payment from the Owner or within thirty (30) days of
 the date of our invoice, whichever occurs first. An interest charge of 1.5% per month will be paid on the balance due beyond thirty days by the Prime
 Contractor to Arrow Constructions if this condition is not met.
- This proposal shall become "Attachment A" to any subcontract agreement presented to us on this project.
- Access for crew and equipment to be provided by the Prime Contractor.
- This is a Lump Sum proposal.
- This proposal will remain valid for ten (10) days. If not accepted within ten (10) days, Arrow Constructions reserves the right to modify this proposal.
- All grades shall be field verified and approved by Owner prior to concrete placement.
- Arrow Constructions will not be responsible for damage to private underground utilities or other hidden conditions if the Owner/Prime Contractor fails to give Arrow Constructions advance written or verbal notice of their existence and location.
- Any change of the job specifications involving extra costs will be performed only upon submission of a written change order and Owner/Prime Contractor
 will be required to pay Arrow Constructions at an extra charge over and above the original contract price to the performance of the requested change order.
- Owner/Prime Contractor shall, at its sole expense, comply with and obtain all necessary licenses and permits under present and future laws, statutes, ordinances, rules, orders or regulations of any governmental body having jurisdiction over the site or the work. The Owner/Prime Contractor shall bear the cost of any fines or penalties for failure to comply with or obtain the same.

Thank you for your time and consideration. If you have any questions or concerns, please call at (906) 228-4142.

Sincerely,	Owner/Contractor:	
	o wilding of its design.	(Please Print)
- 1/	Signature:	
Mark Johnson	\ 	
Vice President	Date:	
VIOC I TOSIGOTIC	Date.	