

**CITY OF MARQUETTE
CHAPTER 5
SPECIAL PROVISIONS**

5.01 GENERAL

The work under this contract shall be completed in accordance with the plans, special provisions, standard specifications, supplemental specifications, City of Marquette Standard Water and Sanitary Sewer Main Construction Specifications, the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction and the 2011 Manual of Uniform Traffic Control Devices.

5.02 SCOPE OF WORK

- A. The work under this contract consists of constructing:

- B. The construction influence area (C.I.A.) shall include the following:

5.03 CONTROL OF WORK AND CONSTRUCTION PHASES

A. GENERAL

The project is divided into _____ phases. The purpose of the staged construction is to maintain access to adjacent properties, open up traffic to critical street intersections and to allow adequate time for dewatering while allowing the contractor sufficient work areas to advance the construction in a reasonable manner.

No work shall begin on any stage of construction until the contractor has made preparations to assure timely completion of the work. Prior to starting any phase or stage of construction the Engineer and adjacent properties shall be advised of the nature and anticipated duration of the work. The contractor shall include in his plan of work accommodations for any individuals with special needs to assure access to and from their properties.

Liquidated damages will be assessed for failure to adhere to the time constraints as detailed in the phased construction schedule and as detailed in the "Liquidated Damages – Phased Work" schedule per these contract documents. Materials should be neatly placed so as not to create an unsightly or hazardous condition for adjacent property owners.

CONSTRUCTION PHASING (REFER TO PLAN SHEETS FOR DRAWING INFORMATION).

The intent of this section is to provide a general idea of the sequencing of the work, and is not intended to cover all aspects of the work.

PHASE A

Requirements to begin:

General Work Plan:

PHASE B

Requirements to begin:

General Work Plan:

You may work on two different street projects simultaneously but a project shall not sit idle for more than three working days. If the contractor desires to leave a project or phase idle for more than three working days the contractor shall provide documentation and receive approval from the engineer first. Documentation should demonstrate that any idle time was unforeseeable and without the fault or negligence of the contractor or the subcontractor. Failure to receive approval for projects or phases sitting idle after three working days and without a sufficient workforce to complete the phase shall warrant the use of liquidated damages.

5.03 COORDINATING CLAUSE FOR UTILITIES

A. The Contractor is advised of the following public utilities having underground facilities located within the construction limits of this project.

AT & T
Kurt Babcock
200 N. third Street
Marquette, MI 49855
(906) 225-6151
Kb3261@att.com

SEMCO
Val Lindsay
34 U.S. 41 East
Negaunee, MI 49866
(906) 475-9901 Ext. 5908
Val.Lindsay@semcoenergy.com

Charter Communications
Brian Koski
359 U.S. 41 East
Negaunee, MI 49866
(906) 475-0107 Ext. 1038
Brian.koski@charter.com

Marquette Department of Public Works
Scott Cambensy
300 N. Lakeshore Boulevard
Marquette, MI 49855
(906) 225-8977
scambensy@mqcty.org

Marquette Board of Light
and Power
Sean Seibert
2200 Wright Street
Marquette, MI 49855
(906) 228-0323
sseibert@mblp.org

Marquette Township
Randy Girard
1000 Commerce Drive
Marquette, MI, 49855
(906) 228-6220
randygirad@marquettetownship.org

Peninsula Fiber Network
Dan Nedeau
108 W. Superior Street
Munising, MI. 49862
(906) 387-0034
DNedeau@jamadots.net

Northern Natural Gas
Karen Perreault
118 E. US-41
Negaunee, MI, 49866
(402) 530-3102
karen.perreault@nngco.com

B. Utility Company Projects Scheduled Within The Project:

1. The Contractor is advised that utility companies may work within the project area. The contractor shall provide coordination to accommodate this work. Said accommodation shall be considered included in the work items bid for the project.
2. Upon inspection of their facilities, utility companies may decide to replace certain items. The contractor shall coordinate his activities with such utility companies to assure the work is done in a most expeditious manner.
3. The Marquette Board of Light and Power may be burying conduits in the project area. The contractor shall coordinate this activity with the Marquette Board of Light and Power. Generally, these conduits will be placed after underground work has been completed and the final top of subbase has been trimmed. The conduits shall be in place prior to paving or pouring concrete.
4. SEMCO Energy may need to relocate natural gas main through out the project. The contractor shall coordinate his activities with SEMCO Energy to avoid construction area conflicts.

C. The Contractor will be required to notify the Utility Companies 72 hours prior to performing work in areas where underground facilities are shown on the plans. If utilities are exposed during construction activities that are not shown on the plan, the Contractor shall notify the Utility Company immediately. He will be required to exercise care and caution when working in these areas. The Contractor's attention is called to the requirements of cooperation with others as covered in Article 104.07 of the MDOT Standard Specifications for Construction.

D. Work stoppage by employees of Utility Companies which results in a delay of utility revisions on any portion of this project may be considered the basis for a claim for an extension of time of completion, but will not be considered the basis for a claim for extra compensation or an adjustment in the Contract Unit Prices.

5.05 UTILITIES

A. The plans indicate the approximate location of various known utilities; however, the locations may vary and other utilities may be present but not shown. The Contractor is required to contact "Miss Dig" at 1-800-482-7171, 72 hours (3 working days) in advance of any excavation operations. It shall be the Contractor's responsibility to protect all utilities within the project limits in accordance with the requirements of the utility that may be affected by his operations.

B. In General - Where any utility, water, sewer, gas, telephone or any other public or private utilities are encountered the Contractor must provide adequate protection for them, and he will be held responsible for any damages to such utilities arising from his operations.

When it is apparent that construction operations may endanger the foundation of any utility, conduit, or support of any structure, the contractor shall notify the utility owner of this possibility, the contractor shall take such steps as may be required to provide temporary bracing or support of conduits or structures. Where existing utility lines are damaged during the performance of the work the contractor shall immediately notify the appropriate utility representative. The contractor shall, when requested, make such repairs as may be necessary to restore and protect the damaged facility.

Where it is the policy of any utility owner to make his own repairs to damaged conduit or other structures, the Contractor shall cooperate to the fullest extent with the utility owner and shall see that his operations interfere as little as possible with those operations.

5.06 EXISTING WATER AND SEWER SERVICES

It is the intent of the plans to show and locate existing service water shutoffs and sanitary sewers as close as possible to the exact location. However, it should be noted, that possible exceptions may exist and it shall be the contractor's responsibility to field locate all services as the work progresses in order to verify the proposed plans and intent. The City of Marquette and/or its authorized representative may conduct such tests as deemed necessary by the Engineer in order to assist the Contractor in field verifying locations of services as exposed by the contractor. The Contractor will not be reimbursed for any delays due to these tests and investigations. The item of utility exploration will be utilized for this work only when authorized by the Engineer and in accordance with the utility exploration item.

5.07 TRAFFIC

A. The Contractors schedule shall be submitted to the engineer for review prior to the start of the project.

B. Fire hydrants within the project area are to be kept in working order, clear and accessible. If a hydrant is required to be removed from service it shall be covered with a waterproof bag and the Fire Department advised.

C. Access to private driveways and pedestrian entrances shall be maintained to the greatest extent possible, provisions for accommodation of handicapped residents shall be included. The contractor is to assure that before his activities close a private drive, there are no vehicles blocked in the driveway and the owner has been notified. The contractor shall contact all residents on the street for clarification of the need to accommodate handicapped individuals.

D. All signs, barricades, warning lights, and other traffic control devices shall be in accordance with the 2011 Michigan Manual of Uniform Traffic Control Devices. The contractor shall furnish, install, maintain, reposition as required, and remove all traffic control devices used on this project. Prior to removal of construction signs the contractor shall coordinate with the Engineer and the City Department of Public Works for placement of permanent signs. All signs shall be post mounted at 7 feet minimum bottom height. All necessary traffic control measures will be paid for at the contract unit price for the contract items. Contractor must provide a certificate on maintenance of all electronic devices a minimum of once each week. The Contractor should refer to Section 812 of the 2012 MDOT Standard Specifications for Construction and the modifications contained in the supplemental specifications for measurement and payment.

E. The closing of any intersection shall require Type III (MDOT) barricades, lighted, as construction operations warrant. The Contractor shall notify the Engineer in writing of his construction operations schedule prior to commencing construction in all areas.

F. Detours shall be signed and maintained as indicated in the plans, or as approved by the

Engineer from the construction schedule supplied by the contractor. Placement and maintenance of detour signing, maintenance of the detour route, removal, storage and relocation for subsequent detour route reuse along with the associated maintenance will all be included in the work of the temporary signing item(s) at the contract amount bid.

G. Pedestrian access to all businesses and residences along the project shall be maintained at all times except as approved by the engineer for spot construction activities. This access shall include special considerations for handicap access. It shall include access along the project at the sidewalk location on each side of the street and also street crossings at each intersection and at mid-block. Pedestrian access shall be provided by boardwalks, carpet, or other methods and materials suitable for use by those individuals in the area. These items shall meet the approval of the Engineer. The contractor shall include proposed materials along with shop drawings demonstrating dimensions of the structures and materials to be used for review at the preconstruction conference. No additional payment shall be made for these items but shall be considered included in the items of work bid.

The contractor shall protect the public wherever a hazardous condition exists. The contractor shall inspect the site before leaving the site for the day to assure that all hazardous areas are fenced or appropriately protected.

H. All traffic control devices in work zones must be crashworthy. This includes temporary signs, cones, drums with or without lights and Type III barricades. The requirements and criteria can be found in the National Cooperative Highway Research Program (NCHRP), Report 350. This report is intended to identify and improve safety features of traffic control devices used in the highway environment.

Contractors and suppliers involved in City of Marquette construction projects are required to meet NCHRP 350 effective January 2011.

All contractors that use traffic control devices (i.e.: portable signs, cones, drums with or without lights and Type III barricades in work zones should contact their device suppliers and ask for a letter of certification that their devices are crashworthy. If any of these devices are built by the contractor, then the device must either be crash tested or built according to existing crashworthy designs that meet the NCHRP 350 standard. Certification letter(s) shall be retained by the company and provided to the City of Marquette.

5.08 PRECONSTRUCTION AND PROGRESS MEETINGS

A. PRECONSTRUCTION MEETINGS

Before any work is commenced under the contract, a preconstruction meeting between representatives of the Contractor, the City Engineering Department, and the City's Representative shall be held at the Engineering Department, 401 E. Fair Avenue, at the date and time specified in the information for bidders or at a time and date mutually agreed upon, but not later than 10 working days after acceptance by the City Commission. At this time, the requirements of the contract, proposed schedule, construction methods and the contract documents shall be discussed in order to obtain a mutual understanding of the overall construction.

The contractor shall submit in writing at the pre-construction meeting the following

information:

1. Proposed schedule of construction – (Critical Path Method)
2. Proposed sources of material
3. List of Subcontractors
4. Superintendent for the project
5. Supervisor in charge of the job site
6. Emergency phone numbers for contractor(s)
7. Company's Damage Claim Policy
8. Company's Confined Space Entry Policy
9. Proposed summary of equipment rental rates (Blue Book Rates)
10. Example of resident notification letter or door hanger.
11. Shop Drawings/catalogue cuts, submittals and certifications, and the pre-approved materials form.

B. PROGRESS MEETINGS

Progress meetings shall be held on a weekly basis, or as determined by the Owner. Meetings shall be held at the office of the Engineer, or other suitable, agreed upon location. Representatives of the Owner, the Engineer, and the contractor including any subcontractors, shall attend the progress meetings.

In addition, the meetings shall be open to the general public, especially the residents and property owners affected by the project. At these meetings the parties to the contract shall listen to the public needs and make such accommodations as are appropriate.

5.09 NOTICE TO PROCEED

After the preconstruction meeting is held and after receipt of the required bonds and insurance, approved construction schedule, shop drawings/catalogue cuts, submittals and certifications, the City Engineer will within 5 calendar days, issue a notice to proceed on the project. Such notice shall be issued in duplicate and the contractor shall affix to one copy the date received and his signature and return that copy to the City Engineer. The Contractor shall commence work on the project within ten days of receipt of the notice to proceed or as agreed in accordance with the contractors approved schedule. Should the Engineer fail to issue such notice to proceed, the Engineer will inform the Contractor as to why the City is not prepared to proceed.

5.10 PROSECUTION, PROGRESS & LIQUIDATED DAMAGES

Should the contractor fail to complete the work as specified by the contract completion date, liquidated damages will be assessed at the rate shown in table 1.08 below ,until the specific requirement is met. If the job is phased with project milestones the "Time For Completion – Phased Construction" schedule and the "Liquidated Damages – Phased Work" schedule detailed in the INFORMATION FOR BIDDERS SECTION OF THIS CONTRACT will take precedent over the below table. Completion shall mean the completion of all work including the final placement of topsoil and sod unless the scope of work is detailed differently under provision 5.03 of these contract documents.

Table 1.08-1 Schedule of Liquidated Damages

Original Contract Amount (\$)	Liquid Damages per Calendar Day (\$)
0 to 49,999	200
50,000 to 99,999	400
100,000 to 499,999	600
500,000 to 999,999	900
1,000,000 to 1,999,999	1,300
2,000,000 to 4,999,999	1,550
5,000,000 to 9,999,999	2,650
10,000,000 and above	3,000

The Engineer will prepare a Punch List only after the work is complete and the Prime Contractor(s) has notified the Engineer, in writing, that the project is ready for review. The Contractor(s) shall do all corrective work within two and one half (2-1/2) weeks after receiving the list. The Prime Contractor(s) shall be responsible for his own and all of the work assigned to him. The Prime Contractor shall also be responsible for his subcontractor's work. If the corrective work is not completed within the 2-1/2 weeks, liquidated damages will be assessed at one-half the above schedule of liquidated damages until final completion. Re-inspection procedure: The Engineer will re-inspect the work upon receipt of notice that the work has been completed, except items whose completion has been delayed because of circumstances acceptable to the Engineer. Upon completion of re-inspection, the Engineer will prepare a certificate of final acceptance, or advise the contractor of work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.

If the Engineer finds that the work is still incomplete upon the re-inspection of the punch list items, necessitated by unsatisfactory workmanship, construction practices, or failure to adhere to the "Punch List" requirements all additional inspections will be performed for a re-inspection fee of (\$150.00). This fee will be taken off of any funds due to the contractor.

5.11 CONTRACTOR RESPONSIBILITY FOR HOLIDAY, NIGHT AND WEEKEND PROBLEMS

It shall be the Contractor's responsibility to keep all construction areas accessible to the public when streets are not closed. It shall be the Contractor's responsibility to notify the Engineer and the Marquette Police Department of a person responsible to be on call in the City of Marquette during weekends, holidays, and during the night. Failure to designate a responsible person will result in a penalty to the Contractor. If a problem results in no action by the Contractor during the weekend, holiday, or night hours within 3 hours of notification by the Engineer or Marquette Police Department, or if the responsible party cannot be reached, the Contractor will be assessed all costs incurred by the City of Marquette plus \$100.00 damages that will be deducted from the progress payments.

5.12 RESIDENT NOTIFICATION

The contractor shall be required to notify all affected residents in writing at least twenty-four (24) hours in advance of any disruption in water utility service, driveway closing, street closing, or change in phasing and project completion. The written notification shall provide residents with (1) the nature and duration of the closing and (2) the name, address and telephone numbers of the Contractor, the Engineer and appropriate City departments. The

form of notification shall be submitted to the Owner for approval at the preconstruction conference. Failure to do so will result in the work stoppage of that particular portion of the work and will not be considered a claim for extension of contract time.

For those cases where the property being affected has multiple housing units such as apartment complexes or multi-family rentals the owner of the property being affected will be notified per the same requirements as the residential notice.

5.13 REMOVAL OF EXISTING UNDERGROUND UTILITIES

The removal of all existing underground utilities that are encountered within the trench excavation or earth excavation required for construction of the items bid for the project shall be considered included in the project work and payment included in the excavation item bid. The removal of the sections of utilities shall include cutting and abandonment as specified for the particular utility to remove it from the construction activity area for the item under construction. No separate payment shall be made for removal or abandonment of portions of existing underground utilities as specified herein or as required by the Engineer.

5.14 MATERIALS FURNISHED BY THE CITY OF MARQUETTE

Normally water and sanitary sewer system materials will not be supplied by the City of Marquette. In an emergency situation, materials may be secured from the City. The contractor will be invoiced at the standard rates for the materials supplied.

5.15 CONFINED SPACE ENTRY POLICY

The City of Marquette has implemented a confined space entry policy in accordance with MIOSHA – STD – 1160. Confined Space Entry (29 CFR 1910.46).

The City is required to inform all contractors that the City has a permit required before entry into confined spaces. The contractor shall be required to provide the City with a confined space entry policy in accordance with MIOSHA regulation 29 CFR 1910.146, for approval.

The City Inspector shall have the authority to stop work within confined space areas and require that the contractor follow the approved policy prior to continuing work. Any delays or added costs shall be the responsibility of the Contractor.

5.16 WORK ON PRIVATE PROPERTY

To successfully complete the utility work on this project, it may be necessary to remove rock on private property, and in some cases, right up to the existing building foundation. This work may also involve installing water and sewer laterals to the existing building foundation and connecting to utility stubs provided by the property owner. Care must be utilized during excavation to assure that adjacent structures are not damaged during rock excavation activities. For this reason, methods other than drilling and blasting should be considered by the contractor. All work performed on private property will be paid for at the same unit price bid for work done in the street right of way. This includes rock excavation, installation of water and sewer laterals and all restoration work.

5.17 PRESERVATION OF TREES AND SHRUBBERY

Contractor shall protect and preserve all trees along the line of work. Where necessary to

preserve the tree and its main roots, the Contractor shall tunnel or bore under such trees. Where specifically called for on the drawings or directed by the engineer, the Contractor shall remove trees completely, including the stump and main roots.

No trees or shrubbery of any kind shall be removed or destroyed by the Contractor without written permission of the Engineer. Ample precautions shall be taken by Contractor to protect such trees and shrubs as are to remain in place by surrounding them with fences or other protection before construction begins. Shrubbery that must be removed shall be preserved and replaced in a manner acceptable to the Owner. The Contractor will be held fully responsible for any damages caused by his work to adjoining trees and shrubs.

5.18 RESTORATION OF PRIVATE PROPERTY

Surface restoration on private property resulting from installation of services will be paid for at contract unit prices, for restoration work within an influence area of ten feet each side of the trench centerline. Any restoration work outside the influence area, or restoration work occasioned by negligence on the part of the contractor shall be made at the contractor's expense.

5.19 SUBMITTAL PROCEDURES

Submittals will include but not be limited to shop drawings, catalogue cuts, manufacturer's certifications, fabrication drawings, samples, testing data (same source no more than one year old), design mixes and the City of Marquette pre-approved material list. Reference will be made to the Michigan Department of Transportation "Material Quality Assurance Procedures Manual" "2012 Standard Specifications for Construction", Materials Sampling Guide" and the City of Marquette Project Specifications.

Schedule submittals well in advance of the need for materials during construction. Allow time to make delivery of material or equipment after submittal is approved.

Develop a submittal schedule that allows sufficient time for initial review, correction, resubmission and final review of all submittals. The City Engineer will review and return submittals to the Contractor as expeditiously as possible but the amount of time required for review will vary depending on the complexity and quantity of data submitted. This time for review shall in no way be justification for delays or additional compensation to the Contractor.

The City Engineer's review of submittals covers only general conformity to the Drawings, Specifications and dimensions which affect the layout. The Contractor is responsible for quantity determination. No quantities will be verified by the City Engineer. The Contractor is responsible for any errors, omission or deviations from the Contract requirements; review of submittals in no way relieves the Contractor from his obligation to furnish required items according to the Drawing and Specifications.

Submit 3 copies of documents unless otherwise specified in the following paragraphs or in the Specifications. One copy will be sent back to the contractor for their review and records.

Revise and resubmit submittals as required. Identify all changes made since previous submittal.

The Contractor shall assume the risk for material or equipment which is fabricated or delivered prior to approval. No material or equipment shall be incorporated into the work or included in periodic progress payments until approval has been obtained in the specified manner. Material incorporated in the Work without prior approval will be removed at the contractor's expense.

City of Marquette has developed a list of pre-approved materials. The Appendix contains check lists for items which will be considered pre-approved. The contractor shall be required to complete these forms and return them to the City in lieu of shop drawings for these items. The contractor shall still be required to submit any and all submittals required by the contract specifications which have not been approved.

5.20 FORCE ACCOUNT WORK

The Engineer may, at any time during the progress of the contract, order extra work necessary to complete the contract. The Engineer shall furnish the Contractor a work order stating the location, kind and estimated quantity of the extra work to be performed. If the Contract does not have unit prices that apply to the work, the Contractor shall propose, in writing, unit or lump sum price(s) for which extra work will be performed. In the event the parties are unable to reach agreement on unit or lump sum prices, the Engineer may order the work to be performed on a force account basis in accordance with Chapter one of these specifications and the 2012 MDOT Standard Specification for Construction. When the extra work is authorized by the Engineer, the authorization shall become part of the contract.

5.21 TRENCH SAFETY

The Contractor must maintain a safe trench at all times meeting OSHA standards. Should the Inspector and/or Engineer determine that the trench is not safe, the contractor will be requested to correct the area of trench in question. Any work performed within an unsafe trench will not be paid for until the trench is constructed for safe entrance for the City inspector for approval of the work.

5.22 HISTORICAL AND ARCHAEOLOGICAL SIGNIFICANCE

If the Contractor's excavating operations encounter artifacts of historical or archaeological significance, the operations shall be temporarily suspended. The Contractor shall notify the Engineer or his/her designee, who will determine if the artifacts are of any value to the City of Marquette for historical purposes. The Contractor shall protect the site in such a manner as to preserve the artifacts encountered. If the artifacts are determined to be of historical importance, the artifacts shall remain the property of the City of Marquette.

Claims for extra compensation due to down time may be directed to the engineer in writing for his review.

5.23 CONSTRUCTION BLASTING REQUIREMENTS

Prior to any blasting procedure, the Contractor shall obtain a permit from the City Manager and provide the Engineer with a copy of the permit and due notice of where and when explosives are to be used. The Contractor shall give utility companies and the residents that are within the blasting influence area a minimum of 24 hours notice.

Permission to blast may be revoked at any time if blasting requirements are violated or if blasting becomes hazardous; work then shall proceed by other means at no change in contract price. The time blasting takes place will be coordinated with the Engineer and shall be scheduled to provide minimum traffic interference.

Blasting produces ground vibrations, airblast, and flyrock which affect the area around the site. These effects should be kept to a minimum so that nearby structures are not damaged, personnel injured and complaints from local residents are minimized.

Blasts shall be recorded by seismographs furnished, installed and operated by the Contractor. The seismograph records can be used in the event of a claim to determine if ground vibrations may have reached potentially damaging levels. It is also required to record all blasts on videotape. A video-taped record can be helpful in solving various problems with the blasting operations. These monitoring records should be kept, along with the blast plans and records, as a record of the conditions and results of each blast.

A further precaution to be taken to protect against damage claims is for the contractor to perform a preblasting survey of structures near the blasting area. The purpose of the survey is to determine the condition of nearby structures prior to blasting. The survey should include recording all cracks in plaster, windows, and foundations and photographing or video taping the buildings inside and out. If any property owner refuses to allow his property to be inspected, he should be asked to sign a statement simply stating that he declined the service. The results of the survey will help in determining if damage was pre-existing or is blast-related.

The contractor will prior to any blasting notify the residents in a minimum two block radius surrounding the blast site of the time the blast will take place and what effects to expect from the blast. All State and Federal Safety Requirements will be followed to ensure the safety of the public, City personnel and contractor employees. Signage will be furnished and installed by the contractor to warn the public of the blasting influence area. A warning device will be sounded just prior to the blasting operations and the area will be cleared of pedestrians for a two block minimum radius.

Use of a blasting mat and flagmen: The City Engineer may require the use of a blasting mat if blasting occurs within close proximity to a structure or installation, such as a road or building that could be damaged by rocks or other projectiles. Where blasting occurs close to a road, flagmen shall be stationed at the time of the blast at a sufficient distance from the blasting operation to halt approaching vehicles.

All damage and injury caused by blasting operations shall be promptly repaired in an approved manner at the Contractor expense. The blasting contractor shall provide proof of insurance at the limits specified in the contract to the engineer at the preconstruction conference.

5.24 NOTIFICATION OF UNSCHEDULED WEEKEND OR OVERTIME WORK

The Contractor shall give the City Engineer or project manager two (2) working days notice before work commences on an unscheduled weekend or overtime work to allow sufficient time for the City Engineer to schedule inspection coverage. Failure to coordinate this time with work being completed without inspection will result in items of work unapproved. Exceptions will be made for work not requiring full time inspection, such as, landscaping and grading activities.

5.25 DOCUMENTS TO SUBMIT WITH CERTIFIED PAYROLLS

The Contractor shall give the City Engineer or project manager the following documents with the first certified payroll:

A. Fringe benefit statement.

1. Contractor or subcontractor name.
2. Project name
3. General Decision Number
4. Date
5. Employee's name, last 4 digits of social security number, address, work classification.
6. Breakdown of employee's fringe benefits.
7. Hourly pay to include rate and fringe amount.
8. Overtime pay to include rate and fringe amount.

B. W-9 form.

Each certified payroll will be submitted on the U.S. Department of Labor Form WH-347 or equal form. The weekly certified payroll will be numbered sequentially starting with #1. For those weeks where no work was completed the certified payroll will be submitted with "**NO WORK COMPLETED**" across the form.

The subcontractor will submit the above documents to the contractor. These documents will subsequently be forwarded to the City Engineer or project manager.

The contractor will include with each certified payroll the Michigan Department of Transportation's Form 1955.

END OF CHAPTER