



Agenda: Battle Creek City Commission

Meeting Date: March 4, 2025- 7:00 PM

Location: City Commission Chambers

Chair: Mayor Mark A. Behnke

Title: Battle Creek City Hall - City Commission Chambers - 3rd Floor

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATIONS AWARDS

Proclamation for Meals on Wheels Month 2025

Proclamation for National Women's History Month 2025

PRESENTATIONS

Presentation - Gina Randle-Mouton, President, Delta Sigma Theta Sorority

CHAIR NOTES ADDED OR DELETED RESOLUTIONS

PETITIONS COMMUNICATIONS REPORTS

PUBLIC COMMENT REGARDING ANY SPECIFIC AGENDA ITEM

(Limited to four minutes per individual)

ADOPTION OF ORDINANCES

- 82 A Resolution adopting Ordinance, #01-2025, amending Section 21 of Chapter 882 Real Estate Taxation by amending the terms of the Payment in Lieu of Taxes (PILOT) to reflect the restructuring for the "Blue Light Redevelopment Project."

COMMISSION COMMENT REGARDING MEETING BUSINESS

CONSENT AGENDA

Minutes:

Minutes for the February 18, 2025 City Commission Regular Meeting

Petitions, Communications, Reports:

City Manager's Report for February 4, 2025

Resolutions:

- 83 A Resolution appointing Revenue Services Director, Aaron Kuhn as an alternate for the City of Battle Creek representative on the Firekeepers Local Revenue Sharing Board.
- 84 A Resolution seeking approval to distribute the proposed Lakeview District Subplan-Beckley Road Corridor for review and comment, pursuant to Municipal Planning Act (PA 33 of 2008).

RESOLUTIONS NOT INCLUDED IN THE CONSENT AGENDA

- 85 A Resolution seeking authorization for a change order to contract #2025-030B for Parking Structures improvements project with RAM Construction Services of Michigan, Inc., for painting the Hamblin tower stairwells in a not-to-exceed amount of \$121,749.00.
- 86 A Resolution seeking acceptance of the lowest responsive, responsible bid for Brigden East and Emmett Township Tank Rehabilitation project from L and T Painting Company Inc., in a not-to-exceed amount of \$186,680.00.
- 87 A Resolution seeking authorization for the Interim City Manager to execute a contract with LifeCare Ambulance to provide paramedic ambulance services to the City of Battle Creek. Pulled

GENERAL PUBLIC COMMENT

(Limited to three minutes per individual)

COMMISSION COMMENTS

ADJOURNMENT

It is the desire of the City Commission to encourage public expression in the course of its meetings. Such expression can be integral to the decision-making process of the City Commission. It is the intention of the City Commission to respect the rights of persons addressing the Commission. Public comment periods are a time for citizens to make comments; they are not intended as a forum for debate or to engage in question-answer dialogues with the Commission or staff. Commissioners are encouraged not to directly respond to speakers during public comment periods. At the conclusion of the speaker's remarks, the Mayor or individual Commissioners may refer a question to City staff, if appropriate. Also, individual Commissioners may choose to respond to speakers during the "Commission Comment" period.

It is with these aims in mind, so as to promote decorum and civility and an orderly process for conducting its public business meetings, that the following rules concerning public comments, consistent with applicable law, are adopted by the City Commission.

(1) Persons attending a regular or special Commission Meeting shall be permitted to address the City Commission in conformity with this rule. The opportunity to address the Commission shall be limited to the following:

(a) Persons desiring to address the City Commission are encouraged, but shall not be required, to fill out and turn in to either the City Clerk, Mayor, or presiding Commissioner, prior to the meeting, a comment card disclosing the following information: The person's name, address, and telephone number; the specific issue,

topic or resolution the individual wishes to address.

(b) During public hearings when scheduled, but only when the law requires a separate period of public comment, speakers may present facts and opinions on the specific matter being heard by the Commission. A three-minute time limit is imposed per speaker. In the discretion of the Mayor or presiding officer, the time limit for individual speakers may be lengthened or shortened when appropriate.

(c) During the public comment period on any specific agenda item, whether it be a public hearing, an ordinance introduction or adoption, a consent agenda item, or a resolution not on the consent agenda, each speaker may address the Commission once, regarding anything on the meeting agenda, for a total not to exceed four minutes regardless of how many agenda items the speaker is addressing, which time period may be lengthened or shortened by the Mayor or presiding officer when appropriate.

(d) During the General Public Comment portion of the meeting, speakers may address the City Commission on any matter within the control and jurisdiction of the City of Battle Creek. A speaker shall be permitted to address the City Commission once, for up to three minutes, during this portion of the meeting.

(e) Applicants or Appellants, as defined below, or an attorney retained to represent them, are not bound by the specific time limitations set out above but may have the amount of time deemed reasonably necessary by the Mayor or presiding official to present their case to the City Commission without violating the rules set out below in subsection 4(a) through (g), with which they are obligated to comply.

(i) Applicant is defined an individual or business entity seeking a City Commission final decision on a matter for which the individual has made application to the City based upon a specific provision in a City Ordinance or state statute for permission to take a specific action;

(ii) Appellant is an individual appealing a decision of a City official or an inferior body based upon a specific provision in City ordinances entitling the individual to appeal the decision to the City Commission.

(2) An individual wishing to address the City Commission shall wait to be recognized by the Mayor or presiding Commissioner before speaking. An individual who has not filled out a card requesting to address the City Commission shall raise their hand and wait to be recognized by the Mayor or presiding Commissioner before speaking and shall identify themselves by name and address and, if appropriate, group affiliation for the record.

(3) Speakers shall address all remarks to the Mayor, or the presiding Commissioner or official, and not to individual Commissioners or staff members. Speakers shall not address their remarks to members of the public in attendance at the meeting.

(4) A speaker will be ruled out-of-order by the Mayor or presiding Commissioner and the Commission will continue with its business, and the speaker may be required to leave the meeting after having been ruled out-of-order for a breach of the peace committed at the meeting as permitted by the OMA, when the speaker violates above sub-section 3 or the following:

- (a) Becomes repetitive or speaks longer than the allotted time;
- (b) Attempts to yield any unused portion of time to other speakers;

- (c) Engages in a personal attack upon a city employee, administrator or Commissioner only
if the personal attack is totally unrelated to the manner in which the employee, administrator or Commissioner carries out their public duties or office;
- (d) Uses obscene or profane language;
- (e) Engages in slanderous or defamatory speech;
- (f) Uses derogatory racial, sexual or ethnic slurs or epithets relating to any individual or category of persons; or
- (g) Engages in conduct that interrupts or disrupts the meeting.

(5) Individuals attending City Commission meetings or workshops, excluding City staff, shall not pass the commission chambers bar upon which the podium is affixed (and which divides the audience section from the well of the chambers) without having been invited to do so by the Mayor or official presiding over the meeting, or after requesting and explicitly being granted permission to do so. Any individual violating this subsection will be ruled out-of-order by the Mayor or presiding official and the individual may be required to leave the meeting for a breach of the peace committed at the meeting as permitted by the OMA.



General Detail

NO.

Proclamation for Meals on Wheels Month 2025

BATTLE CREEK, MICHIGAN - 3/4/2025

Battle Creek City Commission
3/4/2025

Action Summary

Staff Member: Patti Worden, Executive Assistant

Department: City Manager

SUMMARY

Proclamation for Meals on Wheels Month 2025

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Meals_on_Wheels_Month_2025.pdf	Proclamation for Meals on Wheels Month 2025

Proclamation

- WHEREAS,** on March 22, 1972, President Nixon signed into law a measure that amended the Older Americans Act of 1965 to include a national nutrition program for individuals 60 years and older; and
- WHEREAS,** for more than five decades, this landmark law has helped to fund community-based organizations – like Meals on Wheels – and it is still the only federal program designed specifically to meet the nutritional and social needs of older adults; and
- WHEREAS,** this year, Meals on Wheels programs from across the country are joining together for the March for Meals awareness campaign to celebrate its success and garner the support needed to ensure these critical programs can continue to address food insecurity and malnutrition, combat social isolation, enable independence and improve health for years to come; and
- WHEREAS,** Meals on Wheels programs, both congregate and home-delivered, in the City of Battle Creek have served our communities admirably for over 50 years; and
- WHEREAS,** volunteers for Meals on Wheels programs in the City of Battle Creek are the backbone of the program and they not only deliver nutritious meals to seniors and individuals with disabilities who are at significant risk of hunger and isolation, but also caring concern and attention to their welfare; and
- WHEREAS,** Meals on Wheels programs in the City of Battle Creek provide nutritious meals to seniors throughout Battle Creek that help them maintain their health and independence, thereby helping to prevent unnecessary falls, hospitalizations and/or premature institutionalization; and
- WHEREAS,** Meals on Wheels programs in Battle Creek provide a powerful opportunity for social connection for millions of seniors to help combat the negative health effects and economic consequences of loneliness and isolation; and
- WHEREAS,** Meals on Wheels programs in Battle Creek deserve recognition for the heroic contributions and essential services they have provided amid the COVID-19 pandemic, inclement weather and other emergencies; and
- WHEREAS,** the senior population is increasing substantially, and action is needed now to support local Meals on Wheels programs through federal, state and local funding; volunteering; donations; and raising awareness to ensure these vital services can continue to be delivered for years to come;
- NOW, THEREFORE,** I, Mark A. Behnke, Mayor of the City of Battle Creek, do hereby proclaim the month of *March* 2025, as

“MEALS ON WHEELS MONTH”



and urge every community member to take this month to honor our senior nutrition programs, the individuals they serve and the volunteers who care for them. Our recognition of, and involvement in, the national March for Meals celebration can enrich our entire community and help combat senior hunger and isolation in America.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Logo of the City of Battle Creek, Michigan to be affixed this 4th day of March 2025.

Mark A. Behnke, Mayor



General Detail

NO.

Proclamation for National Women's History Month 2025

BATTLE CREEK, MICHIGAN - 3/4/2025

Battle Creek City Commission
3/4/2025

Action Summary

Staff Member: Patti Worden, Executive Assistant

Department: City Manager

SUMMARY

Proclamation for National Women's History Month 2025

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name

Description

□ Proclamation_for_National_Women_s_History_Month_2025.pdf Proclamation for National Women's Month 2025

Proclamation

- WHEREAS,** Women of every race, class, and ethnic background have helped found the United States of America in countless recorded and unrecorded ways; and
- WHEREAS,** Women have played and continue to play a critical economic, cultural, and social role in every sphere of our Nation's life; and
- WHEREAS,** Women of every race, class, and ethnic background have served as early leaders in the forefront of every major progressive social change movement, not only to secure their own rights and equal opportunity, but also in the Abolitionist Movement, the Emancipation Movement, the Industrial Labor Union Movement, and the Modern Civil Rights Movement; and
- WHEREAS,** Today, women are active in local, state, and national government and are holding positions of office in unprecedented numbers reminding us that we all follow in the footsteps of extraordinary women who fought for equality and for their voices to be heard; and
- WHEREAS,** The City of Battle Creek is honored to celebrate local women in leadership roles such as my fellow City Commissioners, our Senior Staff City Employees, the WK Kellogg Foundation CEO, Battle Creek Public Schools Superintendent, and the CEO of the Battle Creek Chamber of Commerce just to name a few; and
- WHEREAS,** The National Women's History Alliance 2025 theme for Women's History Month is "*Celebrating Women Who Tell Our Stories*" This theme reflects on "women's rights progress" and will include discussion on advancing the theme's goals and a call to action for membership;
- NOW, THEREFORE,** I, Mark A. Behnke, Mayor of the City of Battle Creek, Michigan, do hereby proclaim *the month of March 2025* as

"NATIONAL WOMEN'S HISTORY MONTH"

in the Greater Battle Creek Area and encourage all neighbors to honor the role of women in our community and families and to recognize the significant contributions they make to not only our city but also our lives on a daily basis.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Logo of the City of Battle Creek, Michigan to be affixed this 4th day of March 2025.



Mark Behnke

Mark A. Behnke, Mayor



Resolution

NO. 82

A Resolution adopting Ordinance, #01-2025, amending Section 21 of Chapter 882 Real Estate Taxation by amending the terms of the Payment in Lieu of Taxes (PILOT) to reflect the restructuring for the "Blue Light Redevelopment Project."

BATTLE CREEK, MICHIGAN - 3/4/2025

Resolved by the Commission of the City of Battle Creek:

That Section 1. The proposed Ordinance amending Section 21 of Chapter 882 "Real Estate Taxation," by amending the terms of the Payment in Lieu of Taxes (PILOT) ordinance to reflect the restructuring for the "Blue Light Redevelopment Project" as attached hereto and made a part hereof is adopted.

Section 2. Should any section, clause or phrase of this Ordinance be declared to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared to be invalid.

Section 3. All ordinances or parts of ordinances, in conflict with any of the provisions of this Ordinance, are hereby repealed, saving any prosecution, criminal or administrative appeal pending on, or violation cited on or before the effective date of this ordinance, which shall remain subject to the ordinance provision existing at the time of the alleged violation.

Section 4. Except as otherwise provided by law, this Ordinance shall take effect ten (10) days from the date of its adoption, in accordance with the provisions of Section 4.3(B) of Chapter 4 of the City Charter.

Battle Creek City Commission
3/4/2025

Action Summary

Staff Member: William Kim, City Attorney

Department: City Attorney

SUMMARY

A Resolution adopting Ordinance, #01-2025, amending Section 21 of Chapter 882 Real Estate Taxation by amending the terms of the Payment in Lieu of Taxes (PILOT) to reflect the restructuring for the "Blue

Light Redevelopment Project."

BUDGETARY CONSIDERATIONS

A PILOT is essentially a tax exemption for a housing development, with the Developer/Sponsor being responsible for making an annual payment as compensation for services provided to it, such as police and fire protection and other essential services. Under the ordinance presented here, the property owner would be responsible for annual payments of four percent (4%) of the "shelter rents" for all income restricted/Workforce Housing units, which is anticipated to be up to 96 units in the development for fifty (50) years. "Shelter rent" means the total collection of all payments from the occupants of the development representing rents or occupancy charges, exclusive of utilities furnished to the occupants by the Developer or Sponsor.

The duration of a PILOT may not exceed fifty (50) years. This proposed PILOT would last the full 50 years, the length of the mortgage, provided the Sponsor continues to meet the statutory requirements to be eligible for the abatement, as well as the requirements set out in the proposed ordinance. After the PILOT expires, the property would be assessed at a normal value and tax rate.

HISTORY, BACKGROUND and DISCUSSION

On 11/7/2023, the City Commission amended Ordinance 882.21, which consolidated two PILOTs for the Blue Light Redevelopment Project to take place at the former Kmart site at 200 SW Capital Ave. Under the 2023 amendment, construction was to commence by April 1, 2025 and a certificate of occupancy was to be issued by December 31, 2026. In addition, the development was to consist of 96 residential units, of which 48 were to be subject to the restrictions of the Low Income Housing Tax Credit (LIHTC) program, and the remaining 48 were to be reserved for Workforce Housing.

This amendment extends the construction and occupancy deadlines by one year, to April 1, 2026 and December 31, 2027, respectively. This amendment also allows the Blue Light Redevelopment Project to create up to 96 residential units, at least 48 of which will be reserved for the LIHTC program and with the remaining units reserved for Workforce Housing.

DISCUSSION OF THE ISSUE

POSITIONS

Staff recommends approval.

ATTACHMENTS:

File Name	Description
2025.02.10_Blue_Light_Development_PILOT_Ord_Amend.pdf	2025.02.10 Blue Light Development PILOT Ord Amend

882.23 EXEMPTION FOR BLUE LIGHT REDEVELOPMENT PROJECT.

An Ordinance to provide for a service in charge in lieu of taxes for a housing development for low income persons and families to be financed with a Mortgage Loan pursuant to the provisions of the State Housing Development Authority Act of 1966 (1966 PA 346, as amended; MCL 125.1401, et seq.).

(a) Purpose; City Authority and Findings of Fact.

(1) It is determined that a proper public purpose of the State of Michigan and its political subdivisions is to assist in the provision of housing for its residents of low income and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with state law.

(2) The City is authorized to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under the Act, at any amount it chooses, but not exceeding the taxes that would be paid but for the Act. It is also found that such housing for low income persons and families is a public necessity and that the City will be benefited and improved by such housing, and that the encouragement of the same by providing a certain real estate tax exemption for such housing is a valid public purpose. It is further found that the continuance of the provisions of this section for tax exemption and the service charge in lieu of all ad valorem taxes during the period contemplated in this section are essential to the determination of economic feasibility of the housing development that is constructed with financing extended in reliance on such tax exemption.

(3) The City acknowledges that the Sponsor now has offered, subject to receipt of an allocation under the LIHTC Program by the Michigan State Housing Development Authority for the mortgage holder, Blue Light 9 Limited Dividend Housing Association Limited Partnership, and the maintenance of the same, to acquire and construct, own and operate a housing development identified as Blue Light Redevelopment Project on certain property located at 200 Capital Avenue SW in the City of Battle Creek to serve low income persons and families, and that the Sponsor has offered to pay the City on account of this Housing Development an annual service charge for public services in lieu of all ad valorem property taxes.

(b) Definition of Terms. All terms in this section shall be defined as set forth in the Act, except as follows:

(1) "Act" means the State Housing Development Authority Act, being Public Act 346 of 1966, as amended.

(2) "Annual Shelter Rent" means the total collections during the period January 1 through December 31 of each year paid on behalf of all occupants of the development representing rent or occupancy charges, exclusive of the portion of said charges attributable to utilities.

(3) "Authority" means the Michigan State Housing Development Authority.

(4) "City" means the City of Battle Creek, a home rule municipality organized pursuant to Public Act 279 of 1909, as amended and located in Calhoun County, Michigan.

(5) "Housing Development" means the multiple family housing development to be constructed in the City of Battle Creek at 200 SW Capital Avenue, to be known as Blue Light Redevelopment Project which shall contain **UP TO** 96 residential units, of which **AT LEAST** 48 units will be subject to the restrictions of the LIHTC Program and the remaining **48** units shall be reserved for Workforce Housing (as defined by the Act). The Housing Development shall also consist of such other housing, commercial, recreational, industrial, communal and educational facilities as the Authority has determined improves the quality of the Housing Development as it relates to housing for Low Income Persons and Families.

(6) "LIHTC Program" means the low income housing tax credit program administered by the Authority under Section 42 of the Internal Revenue Code of 1986, as amended.

(7) "Low Income Persons and Families" means persons and families eligible to move into any of the **UP TO** 96 units within the Housing Development.

(8) "Mortgage Loan" means any of the following: (i) A below market interest rate mortgage insured, purchased, or held by the secretary of the department of housing and urban development; (ii) A market interest rate mortgage insured by the secretary of the department of housing and urban development and augmented by a program of rent supplements; (iii) A mortgage receiving interest reduction payments provided by the secretary of the department of housing and urban development; (iv) A mortgage on a housing project to which the Authority allocates low income housing tax credits under section 22b of the Act; (v) A mortgage receiving special benefits under other federal law designated specifically to develop low and moderate income housing, consistent with this Act; or a loan or grant made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of a housing development, and secured by a mortgage on the Housing Development.

(9) "Sponsor" means Blue Light 9 Limited Dividend Housing Association Limited Partnership in which Edison Community Partners, LLC is a General Partner, which has or will apply for a Mortgage Loan to finance the Housing Development under this section and any entity that receives or assumes a Mortgage Loan for the Housing Development.

(10) "Utilities" means charges for gas, electric, water, sanitary sewer service and other utilities that are paid by the Sponsor.

(11) "Section 42" means Title 26 United States Code Section 42 of the Internal Revenue Code of 1986, as amended.

(c) Applicable Class of Housing Developments. It is determined that the class of housing development to which the tax exemption set forth in this section shall apply and for which a service charge shall be paid in lieu of such taxes shall be a housing development for Low Income Persons and Families that are financed with a Mortgage Loan. The tax exemption provided by this section shall apply, notwithstanding any language in Section 882.01 to the contrary, and the language in this section shall govern any conflict between this section and Section 882.01 so long as this section is in effect. Based on representations and warranties of the Sponsor, it is determined that the Housing

Development subject to this section is a housing development eligible for tax exemption provided by Section 15a of the Act.

(d) Establishment of Annual Service Charges.

(1) The housing development to be known as Blue Light Redevelopment Project and the property on which it will be located and constructed shall be exempt from all ad valorem property taxes as provided in below subsection (2) from and after the substantial completion of construction or rehabilitation until this Section 882.21 terminates pursuant to its terms. The City acknowledges that the Sponsor and the Authority have established the economic feasibility of the Housing Development in reliance upon the enactment and continuing effect of this section and the qualification of the Housing Development for exemption from all ad valorem property taxes and a payment in lieu of taxes as established by this section. Therefore, in consideration of the Sponsor's offer, subject to the receipt of an LIHTC Program allocation from the Authority to assist the Sponsor to purchase, construct, own, and operate the Housing Development, the City agrees to accept payment of an annual service charge for public services in lieu of all ad valorem property taxes.

(2) Subject to receipt of a Mortgage Loan, the annual service charge to be paid in lieu of taxes shall be equal to 4.00% of the Annual Shelter Rents actually collected by the Housing Development during each operating year pursuant to the terms set out below in subsection (g).

(3) Nothing in this section shall be construed to exempt the Housing Development and property on which it is constructed from any special assessment for street or other public improvements or as a result of its location within a business improvement district authorized by 1999 Public Act 49, as amended.

(4) The determination of when each housing unit in the Housing Development is occupied by a tenant qualified under the definition of Low Income Persons or Families shall be made for each year as of December 31st of the immediately preceding year.

(e) Contractual Effect of Ordinance. Notwithstanding the provisions of Section 15a(5) of the Act to the contrary, a contract between the City and Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption, accept payment in lieu of taxes, as previously described, is effectuated by the enactment of this section. However, nothing contained in this section shall constitute a waiver of any rights the City of Battle Creek may possess or exercise under the provisions of Section 15(a)(2) of the Act, provided the exercise of such rights does not, in the opinion of the Authority, impair the economic feasibility of the Housing Development or the Mortgage Loan. Notwithstanding the contractual effect of this section, this section:

(1) Shall be null and void if construction of the Housing Development has not commenced by April 1, ~~2026~~~~2025~~ or the Housing Development has not been issued certificates of occupancy by December 31, ~~2027~~~~2026~~;

(2) The service charge to be paid each year in lieu of taxes for the part of the Housing Development that is tax exempt but which is occupied by other than Low Income Persons or Families shall be equal to the full amount of the taxes which would be paid on that

portion of the Housing Development if the Housing Development were not tax exempt; and

(f) Payment of Service Charge. The annual service charge in lieu of taxes as determined under paragraph (d)(2) is payable to the City on or before February 14th of the year following the year for which payment is due. Failure to pay the service charge on or before February 14th of each year shall result in the service charge being subject to one (1%) percent interest per month until paid. If any amount of the annual service charge or accrued interest shall remain unpaid as of December 31 of each year, the amount unpaid shall be a lien upon the real property constituting Blue Light Redevelopment Project upon the City Treasurer filing a certificate of non-payment of the service charge, together with an affidavit of proof of service of the certificate of non-payment upon the Sponsor with the Calhoun County Register of Deeds, and proceedings may then be had to enforce the lien as provided by law for the foreclosure of tax liens upon real property.

(g) Duration and Conditions. Commencing in the tax year in which construction of the Housing Development is substantially completed, and ending with the tax year falling 50 years after substantial completion of the Housing Development this section shall remain in effect and shall not terminate from the effective date hereof, provided that all of the following requirements are in existence and continue to be met:

(1) **AT LEAST 48**~~96~~ units of the Housing Development remain subject to income and rent restrictions pursuant to the LIHTC Program and the remaining **48** units of the Housing Development are reserved for Workforce Housing (as defined by the Act); and

(2) That the construction of the development has commenced on or before April 1, **2026**~~2025~~ and has been issued certificates of occupancy by December 31, **2027**~~2026~~; and

(3) The Mortgage Loan or grant from the Authority is outstanding.

In addition to the foregoing, the Sponsor shall make all annual reports supporting its claimed annual shelter rent and reduced rent allocation for the preceding annual period by February 14 of each year, and failure to do so shall result in a late fee of fifty dollars (\$50.00) per month, which amount shall accrue one (1%) percent interest per month until paid.

(h) Benefits. The Sponsor shall allocate the benefits of the tax exemption granted pursuant to this section exclusively to the Low- Income Persons and Families of the Housing Development in the form of reduced rent. Such benefits shall not be allocated to market rate persons or families. The Sponsor shall submit to the City, in its annual report documentation to verify Sponsor's compliance with this requirement.

(i) Audit and Inspection of Records. Subject to any limitations imposed by law, the Sponsor shall provide to the City annually, with its payment in lieu of taxes, such accounting records, audits and financial reports as will allow the City to verify the computation of the annual service charge as provided by this section. The Sponsor shall maintain such records of rent or occupancy charges received and the occupancy of units in the Housing Development as will permit the City to verify which of the units in the Housing Development have been occupied by Low Income Persons and Families.

Subject to any limitations imposed by law, the books and records of the Sponsor pertaining to the Housing Development shall be available for review and audit by the City at all times.

(j) Lien. Annual service charges as well as any late fees payable pursuant to this section shall be a lien on the Housing Development, and, if delinquent, shall be collected and enforced in the same manner as general property taxes.

(k) Description of Development Site: The northern center portion of URBAN RENEWAL PLAT NO 1 LOTS 11, 17 & 18, EXC PART OF LOT 11: BEG SE COR OF SD LOT 11, BEING NW COR OF INT OF CAPITAL AVE AND FOUNTAIN ST – N 54° 15' E 185.32 FT ALG WLY LI OF CAPITAL AVE TO TRUE POB – CONTN N 54° 15' E 300 FT ALG SAME – N 01° 09' 30" E 51.15 FT ALG ELY MOST LI OF LOT 11 – N 48° 31' W 300 FT ALG SLY LI OF DICKMAN RD – SLY 425 FT M/L TO POB. Parcel #8630-11-005-0. Subject to easements and restrictions apparent and of record.

(l) Severability. The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance, other than the section or provision so declared to be unconstitutional or invalid.

(m) Inconsistent Ordinances. All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of such inconsistency or conflict.



General Detail

NO.

Minutes for the February 18, 2025 City Commission Regular Meeting

BATTLE CREEK, MICHIGAN - 3/4/2025

Battle Creek City Commission
3/4/2025

Action Summary

Staff Member: Patti Worden, Executive Assistant

Department: City Manager

SUMMARY

Minutes for the February 18, 2025 City Commission Regular Meeting

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name	Description
☐ Minutes_for_the_February_18_2025_City_Commission_Regular_Meeting.pdf	Minutes for the February 18, 2025 City Commission Regular Meeting



Agenda: Battle Creek City Commission

Meeting Date: February 18, 2025- 7:00 PM

Location: City Commission Chambers

Chair: Mayor Mark A. Behnke

Title: Battle Creek City Hall - City Commission Chambers, 3rd Floor

ATTENDANCE

COMMISSIONERS

Mayor Mark Behnke

Commissioner Jessica LaCosse

Commissioner Patrick O'Donnell

Commissioner Christopher Simmons

ABSENT: Commissioner Jim Lance

Commissioner Paige Katsarsky-Smith

Commissioner Jenasia Morris

Commissioner Carla Reynolds

Vice Mayor Sherry Sofia

CITY STAFF

Ted Dearing, Interim City Manager

Victoria Houser, City Clerk

Steve Skalski, DPW Director

Aaron Kuhn, Revenue Services Director

Mallory Avis, Public Transit Director

Marcie Gillette, Community Services
Director

William Kim, City Attorney

Shannon Bagley, Police Chief

Michelle Hull, HR Director

Chad Frein, IT Director

Cody Titus, Fire Battalion Chief

Helen Guzzo, Community Development
Manager

INVOCATION

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Comm. Simmons.

ROLL CALL

PROCLAMATIONS AWARDS

Beautiful Battle Creek Awards - February 2025

Mayor Behnke presented the Beautiful Battle Creek Awards.

PRESENTATIONS

ARPA Community Presentation - Katie Carpenter, Student Resilience & Empowerment Center Program Director, Starr Commonwealth

Katie Carpenter, Student Resilience & Empowerment Center Program Director, Starr Commonwealth, shared information regarding programming funded by ARPA dollars.

ARPA Community Presentation - Whitney Wardell, President & CEO, NIBC

Lisa Ripper, Finance Director, Neighborhoods Inc, shared information about their programs related to ARPA funding.

Interim Financial Statements through December 31, 2024 - Aaron Kuhn Revenue Services Director

Aaron Kuhn, Revenue Services Director, presented the Interim Financial Statements through December 31, 2024.

CHAIR NOTES ADDED OR DELETED RESOLUTIONS

There were no added or deleted resolutions.

PETITIONS COMMUNICATIONS REPORTS

There were no petitions, communications or reports.

PUBLIC COMMENT REGARDING ANY SPECIFIC AGENDA ITEM

Joe Harris spoke on resolution 81, regarding a contract with Emmett Township.

Ryan Leonard, Emmett Twp. trustee, agreed with Mr. Harris' comments, stating the board was not informed, they will need to do their research.

Autumn Smith commented on resolutions 80 and 81, both regarding water services contracts.

John Kenefick commented on the ARPA presentations, also commenting on resolutions 77, 78, 80 and 81.

(Limited to four minutes per individual)

INTRODUCTION OF ORDINANCES

01-2025 A Proposed Ordinance, #01-2025, to amend Section 21 of Chapter 882 Real Estate Taxation by amending the terms of the Payment in Lieu of Taxes (PILOT) to reflect the restructuring for the "Blue Light Redevelopment Project."

Motion to Approve

Moved By: PATRICK O'DONNELL

Supported By: JENASIA MORRIS

Ayes: KATSARSKYSMITH, LACOSSE, MORRIS, BEHNKE, REYNOLDS, O'DONNELL, SIMMONS, SOFIA

Absent: LANCE

MOTION PASSED

COMMISSION COMMENT REGARDING MEETING BUSINESS

There were no Commission comments.

CONSENT AGENDA

Motion to Approve

Moved By: PATRICK O'DONNELL

Supported By: JENASIA MORRIS

Ayes: KATSARSKYSMITH, LACOSSE, MORRIS, BEHNKE, REYNOLDS, O'DONNELL, SIMMONS, SOFIA

Absent: LANCE

MOTION PASSED

Minutes for the February 4, 2025 City Commission Regular Meeting

City Manager's Report for February 18, 2025

CONSENT RESOLUTIONS

- 75 A Resolution seeking to appoint one new member (Kimberly Perry) to the Northeast Neighborhood Planning Council (NPC #4).

Motion to Approve

Moved By: PATRICK O'DONNELL

Supported By: JENASIA MORRIS

Ayes: KATSARSKYSMITH, LACOSSE, MORRIS, BEHNKE, REYNOLDS, O'DONNELL, SIMMONS, SOFIA

Absent: LANCE

MOTION PASSED

RESOLUTIONS NOT INCLUDED IN THE CONSENT AGENDA

- 76 A Resolution seeking approval for the editing and inclusion of certain ordinances and resolutions as parts of the various component codes of the Codified Ordinances; and repealing ordinances and resolutions in conflict therewith.

Motion to Approve

Moved By: PATRICK O'DONNELL

Supported By: JENASIA MORRIS

Ayes: KATSARSKYSMITH, LACOSSE, MORRIS, BEHNKE, REYNOLDS, O'DONNELL, SIMMONS, SOFIA

Absent: LANCE
MOTION PASSED

- 77 A Resolution authorizing the filing of applications with the Federal Transit Administration, an operating administration of the United States Department of Transportation, for federal transportation assistance authorized by 49 U.S.C. Chapter 53; title 23, United States Code or other federal statutes administered by the Federal Transit Administration.

Motion to Approve
Moved By: PATRICK O'DONNELL
Supported By: JENASIA MORRIS

Ted Dearing, Interim City Manager, explained the resolution was to approve the completion and filing of paperwork to ensure the City is eligible for federal transportation funds, noting they were last updated in 2012.

Ayes: KATSARSKYSMITH, LACOSSE, MORRIS, BEHNKE, REYNOLDS, O'DONNELL, SIMMONS, SOFIA

Absent: LANCE
MOTION PASSED

- 78 A Resolution seeking authorization regarding a contract for four (4) low-floor transit buses from Transportation Equipment Sales Corporation (TESCO) in a not-to-exceed amount of \$1,124,348.00.

Motion to Approve
Moved By: PATRICK O'DONNELL
Supported By: JENASIA MORRIS

Comm. Simmons asked if this purchase was being done by the City as it is the designated recipient of federal funds, not the TACC, also asking how the City will transfer assets to TACC.

Mr. Dearing noted this grant was secured in 2020 to replace about 70% of the fleet, stating this is one of the last purchases to be made under this grant, noting those funds were obligated to the city of Battle Creek, therefore we need to complete the purchase. Mr. Dearing expressed hope the TACC will be operational by October 1, 2025, which is when the assets will be transferred.

Mallory Avis, Public Transit Director, noted 90% of Transit's assets were grant funded, noting a federal interest in the assets until the useful life is met. Ms. Avis stated assets with useful life will be transferred to the TACC once they are operational. Ms. Avis shared that conversations are taking place with TACC, and they are working on designated recipient status and liability insurance.

Ayes: KATSARSKYSMITH, LACOSSE, MORRIS, BEHNKE, REYNOLDS, O'DONNELL, SIMMONS, SOFIA

Absent: LANCE
MOTION PASSED

- 79 A Resolution seeking authorization to enter into a contract and issue a purchase order for a new fire apparatus from First Due Equipment Sales & Repair, Inc. in a not-to-exceed amount of \$663,619.00.

Motion to Approve
Moved By: PATRICK O'DONNELL
Supported By: JENASIA MORRIS

Ayes: KATSARSKYSMITH, LACOSSE, MORRIS, BEHNKE, REYNOLDS, O'DONNELL,
SIMMONS, SOFIA

Absent: LANCE
MOTION PASSED

80 A Resolution Authorizing Execution of a Water Services Contract with the City of
Marshall.

Motion to Approve
Moved By: PATRICK O'DONNELL
Supported By: JENASIA MORRIS

Comm. Simmons, noting he has received several questions from residents, confirmed the City provides water to many surrounding municipalities, often issuing bonds to upgrade the system. Comm. Simmons asked if there would be a need to stop extending our water services based upon available water supply, also asking how much economic growth in surrounding municipalities is to be subsidized by our residents.

Mr. Dearing confirmed the costs of capital improvements are included in utility rate studies, which are then reflected in the water rates for users. Mr. Dearing noted this project has received State funding, and the city of Marshall will also pay for the project and the service. As to capacity, Mr. Dearing stated the City is not anywhere near the capacity limits, but as large development occurs, staff will constantly monitor and analyze the capacity limits.

Vice Mayor Sofia expressed an interest in historic water usage, noting large water usage from some factories that are no longer in the city. Vice Mayor Sofia requested information on past water usage/availability, current information and what is being projected for the future.

Ayes: KATSARSKYSMITH, LACOSSE, MORRIS, BEHNKE, REYNOLDS, O'DONNELL,
SIMMONS, SOFIA

Absent: LANCE
MOTION PASSED

81 A Resolution Authorizing Execution of a Water Services Contract with the Charter
Township of Emmett.

Motion to Approve
Moved By: PATRICK O'DONNELL
Supported By: JENASIA MORRIS

Mayor Behnke thanked everyone for their work on the agreement, stating it was historic for everyone in the county, stating the City of Battle Creek is doing the right thing to partner with all involved in the development.

Ayes: KATSARSKYSMITH, LACOSSE, MORRIS, BEHNKE, REYNOLDS, O'DONNELL,
SIMMONS, SOFIA

Absent: LANCE
MOTION PASSED

GENERAL PUBLIC COMMENT

Dominic Oo, County Commissioner, announced a special event on Saturday, Chin National Day 77th Celebration at the Burma Center, 3pm - 6pm.

Joe Harris thanked the BCPD for their assistance, also thanking County Commissioner Oo for attending the meeting.

Reece Adkins commented on the NIBC presentation, stating that although he received 6 months of rental assistance from NIBC, he was in need of an additional 3 - 6 months, but had to be placed on a wait list for 18 months.

Autumn Smith commented on grant funds to local non-profits and the Blue Oval development site.

Richard Lindsay, MAEDA, thanked everyone for their efforts on the agreements with the City of Marshall and Emmett Township, noting the project is fully underway, and expect operations to begin early 2026.

Jeff Breedlove acknowledged the work of NIBC, noting the organization received many more grants during the pandemic. Mr. Breedlove acknowledged there is a long waiting list for assistance, but they continue their commitment to the community.

John Kenefick commented on the condition of roads and road work in the State and the City, stating government entities need to plan for the maintenance of their assets, also commenting on NIBC.

(Limited to three minutes per individual)

COMMISSION COMMENTS

Comm. O'Donnell reminded everyone to help take care of their neighbors, family and friends, also noting pets should not be out in the extreme cold for long periods. Comm. O'Donnell also suggested residents attend NPC meetings, stating they are great places to meet your neighbors and those willing to help the community.

ADJOURNMENT

Mayor Behnke adjourned the meeting at 8:12 pm.

It is the desire of the City Commission to encourage public expression in the course of its meetings. Such expression can be integral to the decision-making process of the City Commission. It is the intention of the City Commission to respect the rights of persons addressing the Commission. Public comment periods are a time for citizens to make comments; they are not intended as a forum for debate or to engage in question-answer dialogues with the Commission or staff. Commissioners are encouraged not to directly respond to speakers during public comment periods. At the conclusion of the speaker's remarks, the Mayor or individual Commissioners may refer a question to City staff, if appropriate. Also, individual Commissioners may choose to respond to speakers during the "Commission Comment" period.

It is with these aims in mind, so as to promote decorum and civility and an orderly process for conducting its public business meetings, that the following rules concerning public comments, consistent with applicable law, are adopted by the City Commission.

(1) Persons attending a regular or special Commission Meeting shall be permitted to address

the City Commission in conformity with this rule. The opportunity to address the Commission shall be limited to the following:

(a) Persons desiring to address the City Commission are encouraged, but shall not be required, to fill out and turn in to either the City Clerk, Mayor, or presiding Commissioner, prior to the meeting, a comment card disclosing the following information: The person's name, address, and telephone number; the specific issue, topic or resolution the individual wishes to address.

(b) During public hearings when scheduled, but only when the law requires a separate period of public comment, speakers may present facts and opinions on the specific matter being heard by the Commission. A three-minute time limit is imposed per speaker. In the discretion of the Mayor or presiding officer, the time limit for individual speakers may be lengthened or shortened when appropriate.

(c) During the public comment period on any specific agenda item, whether it be a public hearing, an ordinance introduction or adoption, a consent agenda item, or a resolution not on the consent agenda, each speaker may address the Commission once, regarding anything on the meeting agenda, for a total not to exceed four minutes regardless of how many agenda items the speaker is addressing, which time period may be lengthened or shortened by the Mayor or presiding officer when appropriate.

(d) During the General Public Comment portion of the meeting, speakers may address the City Commission on any matter within the control and jurisdiction of the City of Battle Creek. A speaker shall be permitted to address the City Commission once, for up to three minutes, during this portion of the meeting.

(e) Applicants or Appellants, as defined below, or an attorney retained to represent them, are not bound by the specific time limitations set out above but may have the amount of time deemed reasonably necessary by the Mayor or presiding official to present their case to the City Commission without violating the rules set out below in subsection 4(a) through (g), with which they are obligated to comply.

(i) Applicant is defined an individual or business entity seeking a City Commission final decision on a matter for which the individual has made application to the City based upon a specific provision in a City Ordinance or state statute for permission to take a specific action;

(ii) Appellant is an individual appealing a decision of a City official or an inferior body based upon a specific provision in City ordinances entitling the individual to appeal the decision to the City Commission.

(2) An individual wishing to address the City Commission shall wait to be recognized by the Mayor or presiding Commissioner before speaking. An individual who has not filled out a card requesting to address the City Commission shall raise their hand and wait to be recognized by the Mayor or presiding Commissioner before speaking and shall identify themselves by name and address and, if appropriate, group affiliation for the record.

(3) Speakers shall address all remarks to the Mayor, or the presiding Commissioner or official, and not to individual Commissioners or staff members. Speakers shall not address their remarks to members of the public in attendance at the meeting.

(4) A speaker will be ruled out-of-order by the Mayor or presiding Commissioner and the Commission will continue with its business, and the speaker may be required to leave the meeting after having been ruled out-of-order for a breach of the peace committed at the meeting as permitted by the OMA, when the speaker violates above sub-section 3 or the following:

- (a) Becomes repetitive or speaks longer than the allotted time;
- (b) Attempts to yield any unused portion of time to other speakers;
- (c) Engages in a personal attack upon a city employee, administrator or Commissioner only
if the personal attack is totally unrelated to the manner in which the employee, administrator or Commissioner carries out their public duties or office;
- (d) Uses obscene or profane language;
- (e) Engages in slanderous or defamatory speech;
- (f) Uses derogatory racial, sexual or ethnic slurs or epithets relating to any individual or category of persons; or
- (g) Engages in conduct that interrupts or disrupts the meeting.

(5) Individuals attending City Commission meetings or workshops, excluding City staff, shall not pass the commission chambers bar upon which the podium is affixed (and which divides the audience section from the well of the chambers) without having been invited to do so by the Mayor or official presiding over the meeting, or after requesting and explicitly being granted permission to do so. Any individual violating this subsection will be ruled out-of-order by the Mayor or presiding official and the individual may be required to leave the meeting for a breach of the peace committed at the meeting as permitted by the OMA.



General Detail

NO.

City Manager's Report for February 4, 2025

BATTLE CREEK, MICHIGAN - 3/4/2025

Battle Creek City Commission
3/4/2025

Action Summary

Staff Member: Patti Worden, Executive Assistant

Department: City Manager

SUMMARY

City Manager's Report for February 4, 2025

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name	Description
City_Manager_Report_03042025.REVISED.pdf	City Manager's Report for March 4, 2025.REVISED

MEMO

Date: 03/04/2025
To: Mayor and City Commission
From: Ted Dearing, Interim City Manager
RE: City Manager's March 04, 2025, Agenda Report

82

A Resolution adopting Ordinance, 01-2025, amending Section 21 of Chapter 882 Real Estate Taxation by amending the terms of the Payment in Lieu of Taxes (PILOT) to reflect the restructuring for the "Blue Light Redevelopment Project."

On 11/7/2023, the City Commission amended Ordinance 882.21, which consolidated two PILOTs for the Blue Light Redevelopment Project to take place at the former Kmart site at 200 SW Capital Ave. Under the 2023 amendment, construction was to commence by April 1, 2025, and a certificate of occupancy was to be issued by December 31, 2026. In addition, the development was to consist of 96 residential units, of which 48 were to be subject to the restrictions of the Low-Income Housing Tax Credit (LIHTC) program, and the remaining 48 were to be reserved for Workforce Housing.

This Ordinance adoption extends the construction and occupancy deadlines by one year, to April 1, 2026 and December 31, 2027, respectively. This amendment also allows the Blue Light Redevelopment Project to create up to 96 residential units, at least 48 of which will be reserved for the LIHTC program and with the remaining units reserved for Workforce Housing. **Adoption is Recommended.**

85

A Resolution seeking authorization for a change order to contract #2025-030B for Parking Structures improvements project with RAM Construction Services of Michigan, Inc., for painting the Hamblin tower stairwells in a not-to-exceed amount of \$121,749.00.

Resolution #582 dated 11/12/24 approved a contract with RAM Construction Services, Inc., in an estimated amount of \$961,887.00, with unit prices prevailing for parking structure repairs. After work started on the site, it became apparent that the stairwells would need repairs and repainting, as well.

This Resolution, if approved, authorizes a change order to contract #2025-030B for Parking Structures improvements project with RAM Construction Services of Michigan, Inc., for painting the Hamblin tower stairwells in a not-to-exceed amount of \$121,749.00 with funding provided by the city's Downtown Development Authority. **Approval is Recommended.**

86

A Resolution seeking acceptance of the lowest responsive, responsible bid for Brigden East and Emmett Township Tank Rehabilitation project from L and T Painting Company Inc., in a not-to-exceed amount of \$186,680.00.

This Resolution, if approved, accepts the lowest responsive, responsible bid for Brigden East and Emmett Township Tank Rehabilitation project from L and T Painting Company Inc., in a not-to-exceed amount of \$186,680.00. The City Manager or their designee is also authorized to approve change orders for up to 10% in aggregate for City-initiated and pre-approved changes for unforeseen field conditions that are not itemized in the contract. **Approval is Recommended.**

A Resolution seeking authorization for the Interim City Manager to execute a contract with LifeCare Ambulance to provide paramedic ambulance services to the City of Battle Creek.

The City of Battle Creek desires to continue to ensure quality of life support, pre-hospital care is available for its residents and guests. This contract shall establish an advanced life support ambulance service system that can provide ambulance patients with state-of-the-art, clinical quality care, and with reasonable, reliable response time standards, with the goal of providing the best possible chance of survival, without disability or preventable complication to each patient.

LifeCare Ambulance Service has been providing paramedic and advanced life support services in the Battle Creek area for over 30+ years under contract with the City of Battle Creek.

This Resolution, if approved, authorizes the Interim City Manager to execute a contract with LifeCare Ambulance to provide paramedic ambulance services to the City of Battle Creek. **Approval is Recommended.**



Resolution NO.

Ambulance Report for January 2025

BATTLE CREEK, MICHIGAN - 3/4/2025

**AMBULANCE SERVICES
MONTHLY PERFORMANCE REPORT**

Report for the month of January 2025

Life Care Ambulance Service

Life Care Ambulance Service is under Contract with the City of Battle Creek effective June 2, 1998.

Under the Contract, they are requested to meet the following criteria at a minimum of 90% of all calls per month:

Life-threatening emergency runs throughout the City -- 8 Minutes, 30 Seconds

Life-threatening emergency runs per Ward -- 9 Minutes, 30 Seconds

Priority 3 Responses -- 15 Minutes

Life-threatening Emergencies City-wide

Number of runs for the month 620. Percentage of runs accomplished within guidelines 79.68%

Life-threatening Emergencies per Ward

	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5
Number of Runs	111	230	114	68	97
Percentage Achieved	82.88%	90.00%	82.46%	80.88%	80.41%

Priority 3 Responses

Number of runs for the month 500. Percentage of runs accomplished within guidelines 80.20%

Battle Creek City Commission

3/4/2025

Action Summary

Staff Member: Shawna Beach, Records/Election Clerk

Department: City Clerk

SUMMARY

Ambulance Report for January 2025

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name

Description

No Attachments Available



Resolution

NO. 83

A Resolution appointing Revenue Services Director, Aaron Kuhn as an alternate for the City of Battle Creek representative on the Firekeepers Local Revenue Sharing Board.

BATTLE CREEK, MICHIGAN - 3/4/2025

Resolved by the Commission of the City of Battle Creek:

That Revenue Services Director, Aaron Kuhn is appointed as the City of Battle Creek alternate representative on the Firekeepers Local Revenue Sharing Board.

Battle Creek City Commission
3/4/2025

Action Summary

Staff Member: Patti Worden, Executive Assistant

Department: City Manager

SUMMARY

A Resolution appointing Revenue Services Director, Aaron Kuhn as an alternate for the City of Battle Creek representative on the Firekeepers Local Revenue Sharing Board.

BUDGETARY CONSIDERATIONS

None.

HISTORY, BACKGROUND and DISCUSSION

Prior to the opening of the new Firekeepers Casino, the Nottawaseppi Huron Band of Potawatomi Indians reached an agreement with the State of Michigan on an amendment to their Tribal Gaming Compact, but the details of that amendment were not released to the public by the Tribe or the State until mid-September. One of the amendments was the expansion of the Local Revenue Sharing Board (LRSB) from 3 members to 6 members. In the original version of the Compact, the LRSB, which is allowed to be created to receive and direct the disbursement of revenue to local units of government generated from electronic gaming (slot machines) at the casino, was to have 3 members. Those members were to be representatives from Calhoun County, Emmett Township, and a third unit of government selected by the other 2 members. As a result of

the amendment, the membership of the LSRB will be increased to 6 (assuming each specified unit of government desires to participate), with the following units of government identified: Calhoun County, Emmett Township, City of Battle Creek, City of Marshall, Athens Township, and the Tribe itself. The Compact amendment requires that the governing body of each of these units of government select their representative.

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name

Description

No Attachments Available



Resolution

NO. 84

A Resolution seeking approval to distribute the proposed Lakeview District Subplan-Beckley Road Corridor for review and comment, pursuant to Municipal Planning Act (PA 33 of 2008).

BATTLE CREEK, MICHIGAN - 3/4/2025

Resolved by the Commission of the City of Battle Creek:

That the proposed Lakeview District Subplan-Beckley Road Corridor is approved for distribution for review and comment, as recommended by the Planning Commission at their February 26, 2025 meeting, pursuant to Municipal Planning Act (PA 33 of 2008). Planning staff will send notices to contiguous municipalities and townships, county and regional planning commissions, utility, railroad, and public transportation agencies, county road commission, and the State transportation department as well as provide additional means of public review and comment.

Battle Creek City Commission
3/4/2025

Action Summary

Staff Member: Darcy Schmitt, Planning Supervisor

Department: Planning

SUMMARY

A Resolution seeking approval to distribute the proposed Lakeview District Subplan-Beckley Road Corridor for review and comment, pursuant to Municipal Planning Act (PA 33 of 2008).

BUDGETARY CONSIDERATIONS

Other than the cost of mailing notices, there are no budgetary considerations associated with the approval of this resolution.

HISTORY, BACKGROUND and DISCUSSION

The State of Michigan Municipal Planning Act (PA 33 of 2008) requires the Planning Commission to submit the proposed subplan to the legislative body, and requires the legislative body to approve the

distribution of the proposed subplan. With approval to distribute, the statute requires the draft plan to be submitted to the following entities: contiguous municipalities and townships, county and regional planning commissions, utility, railroad, and public transportation agencies, county road commission, and the State transportation department. The review period established by statute is 42 days. All comments are advisory only, but modifications to the plan can be made.

The draft subplan will be available for review by the public in Room 117 of City Hall, on the City's website and at the Willard Library. Public open houses and community workshops were held, and information relative to the meetings on the subplan, its contents and availability, were published frequently on social media. The subplan was presented to the steering committee, department heads, the development authority, and various agencies. After approval of the distribution, staff will continue to provide outreach to the community as a whole, including residents, local agencies, and stakeholders, for input and engagement into the draft plan.

At the culmination of the 42 day review period, the draft plan will be edited to include comments if/when appropriate, and submitted to the Planning Commission at their April 23, 2025 meeting for a public hearing and adoption.

DISCUSSION OF THE ISSUE

POSITIONS

The Planning Commission, at their February 26, 2025 meeting, approved a motion requesting City Commission to authorize distribution of the draft master plan to adjoining jurisdictions and stakeholders as required by State law for review and comment.

ATTACHMENTS:

File Name	Description
❑ 1._Planning_Commission_Memo_Lakeview_District_Subplan.pdf	Memo to the Planning Commission
❑ 2._Lakeview_District_Subplan.pdf	Lakeview District Subplan
❑ 02.26.2025_Planning_Commission_Meeting_Minutes.pdf	PC Minute_February 26, 2025



CITY OF BATTLE CREEK

COMMUNITY SERVICES DEPARTMENT – PLANNING AND ZONING

To: Planning Commission

From: Darcy Schmitt, Planning Supervisor

Date: February 21, 2025

Re: Lakeview District Subplan of the Master Plan

The development of the attached Lakeview District Subplan of the Master Plan began in October of 2023 and continued throughout 2024 with a series of stakeholder and public input meetings. The Planning Commission is receiving the document to begin the final public input process prior to its adoption.

Progressive Company, the company that developed the plan will be in attendance at the February 26 meeting to present the plan and answer any questions the Planning Commission may have.

Approval Process

As a first step to the adoption of the plan, a final public input process must be held. To start the process the Planning Commission must approve the distribution of the plan to the City Commission. Staff is requesting that the Planning Commission approve a motion to distribute the plan to the City Commission at the February 26 meeting. With the Planning Commission's approval, staff will distribute the plan to the City Commission.

The City Commission will receive the plan and at a meeting of the City Commission, and will act to approve or deny its distribution to the following entities for review and comment:

- The planning commission or legislative body of each municipality located within or contiguous to the local unit of government
- The regional planning commission for the region in which the municipality is located. If there is a county planning commission for the county in which the municipality is located, the municipal planning commission may consult with the regional planning commission but is not required to do so.
- The county planning commission for the county in which the municipality is located. If there is no county planning commission, the county board of commissioners for the county in which the municipality should be noticed and consulted.
- Each public utility company, railroad company, and public transportation agency owning or operating a public utility, railroad, or public transportation system within the local unit of government.

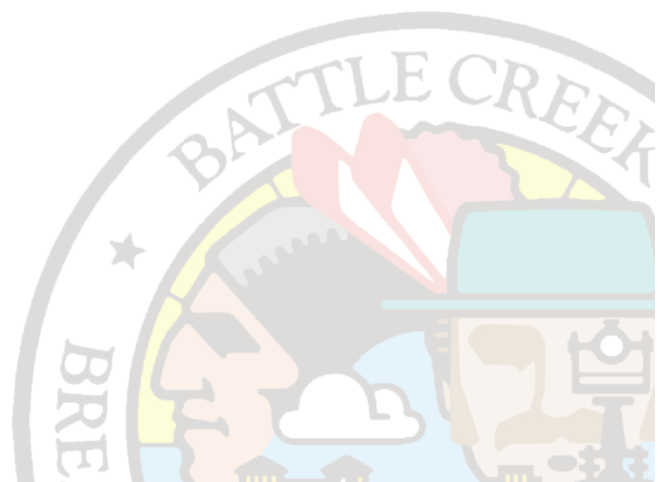
- Any government entity that registers its name and mailing address for this purpose with the Planning Commission.

These entities will have 42 days to provide comment to the Planning Commission. A public hearing may be held at a Planning Commission meeting to adopt the plan any time after the expiration of the 42-day period as long as a public hearing notice has been posted in the local newspaper at least 15 days prior to the meeting. Prior to the public notice being placed in the newspaper a copy of the plan will be placed in Room 117 of City Hall, on the City's website and at the Willard Library for viewing by the public.

Staff will provide feedback from the City Commission, the entities receiving a request to comment, and any additional public input prior to the final public hearing to adopt the plan. The Planning Commission will have an opportunity to postpone the adoption of the plan on the day of the public hearing if they find additional time is necessary to consider amendments to the plan based on the input that was provided prior to adopting the plan.

Staff anticipate the following schedule for the process described above:

- Planning Commission approve the plan for distribution to the City Commission on February 26
- The City Commission approves the plan for distribution to the required entities on March 4
- The Planning Commission holds a public hearing and adopts the plan on April 23





LAKEVIEW DISTRICT

Reinvisioning Battle Creek's Premier Commercial Corridor



JANUARY 2025

SPECIAL THANKS



Steering Committee

- Jeff Franklin, Battle Creek Transportation Study
- Janette Frantz, City of Battle Creek
- Kristy Grestini, City of Battle Creek
- Chris Simmons, City of Battle Creek
- Phil Hileman, GK Development
- Amanda Lankerdt, Battle Creek Area Association of Realtors
- Kris Martin, Battle Creek Unlimited
- Mary Fortney, Disability Network of Southwest Michigan
- Angie Kremer, Michigan Department of Transportation
- Jamie Schriner, WK Kellogg Foundation
- Ron Smith, Calhoun County
- Paul Watson, Kellogg Community College

Planning Commission

- John Hughes, Chair and Secretary
- Patrick O'Donnell, Vice Chair
- Mark Behnke, Mayor
- Kristyn Denison
- John Godfrey III
- Lynn Ward Gray
- William Morris
- Tommy Moton
- Alana White

City Staff

- Doug Bagwell
- Ted Dearing
- Todd Gerber
- John Hart
- Breanne Humphreys
- Darcy Schmitt
- Stephen Skalski
- Travis Sullivan
- Kurt Tribbett



TABLE OF CONTENTS

1

Executive Summary

Green Infrastructure

Placemaking

Car Dependence

2

3

3

2

Existing Conditions

Location

History

Existing Land Use

Zoning

Parking and Unused Space

Water Resources & Open Space

Demographics

Mobility

Community Engagement

Vision and Themes

7

9

11

13

15

17

19

21

23

29

3

Redevelopment Scenarios

<i>Suburban Retrofit Examples</i>	33
<i>Key Themes</i>	35
<i>Improving Green Infrastructure</i>	37
<i>Improving Mobility</i>	39
<i>Lakeview Square Mall</i>	43
<i>Minges Brook Mall</i>	45
<i>North Capital Avenue</i>	49
<i>Proposed Non-Motorized Network</i>	51
<i>Proposed Street Designs</i>	53

4

Implementation

<i>Implementation Matrix</i>	62
<i>Zoning Changes</i>	63
<i>Development Policies and Incentives</i>	64
<i>Other Long-Term Actions</i>	65



2

EXECUTIVE SUMMARY



EXECUTIVE SUMMARY

The Lakeview Downtown Development Authority (LDDA) is a true product of its time. After the passage of Public Act 197 of 1975, which enabled the creation of Downtown Development Authorities, city officials and business leaders coalesced around dual pressures for the City of Battle Creek to annex Battle Creek Township in order to boost population, and establish a new DDA district at I-94 and M-66 to capture new taxes from the proposed mall development at the site.

With the LDDA established, the township annexed, and the approvals set for Lakeview Square Mall, development spread across the previously rural community at an extremely fast pace. The area did not have a comprehensive land use plan when it first opened to development, and today’s city officials, business owners, and community members are currently grappling with the results of that approach. Private roads, sprawling acres of surface parking, low density apartment complexes, minimal infrastructure for people walking, biking, and taking public transport, and a patchwork stormwater management system currently combines to create disorganization within the district. Add to that aging infrastructure, changing retail market preferences, and a housing shortage, and the LDDA is ready to reimagine how the next generation of redevelopment takes place within its boundaries.



“Adding to that aging infrastructure, changing retail market preferences, and a housing shortage, and the LDDA is ready to reimagine how the next generation of redevelopment takes place within its boundaries.”



Top: Headline from Battle Creek Enquirer, 1980s
Above: Vacant parking lot in Minges Creek Mall

Demographics, user preferences, and environmental perspectives have changed significantly in the years following the initial mall development. While car-oriented commerce is still a significant driver of property values along Beckley Road, the interior of the Lakeview Square Mall is 70 percent vacant; population in the region is stagnant; and the general public and city officials recognize the need for smart growth that focuses on compact redevelopment, a variety of housing types, walkable neighborhoods, and leveraging natural features and amenities to create a more livable place.

There are strengths to the LDDA, however. As one of the most densely populated areas in Battle Creek, it has the potential to evolve into what this plan calls the Lakeview District, a neighborhood district that compliments, rather than competes with, downtown. Its linear trail and natural features—once more prevalent—can be reclaimed, enhanced, and highlighted as a key placemaking attribute in the district. Its low commercial and residential vacancy rates demonstrate a demand for additional housing and possibly retail within its boundaries. And its acres of surface parking are already surrounded by the infrastructure necessary for compact, walkable redevelopment, there is an exciting opportunity to attract new residents to locate here by offering a new neighborhood format with diverse housing products that are different from almost every other option in the region.

EXECUTIVE SUMMARY

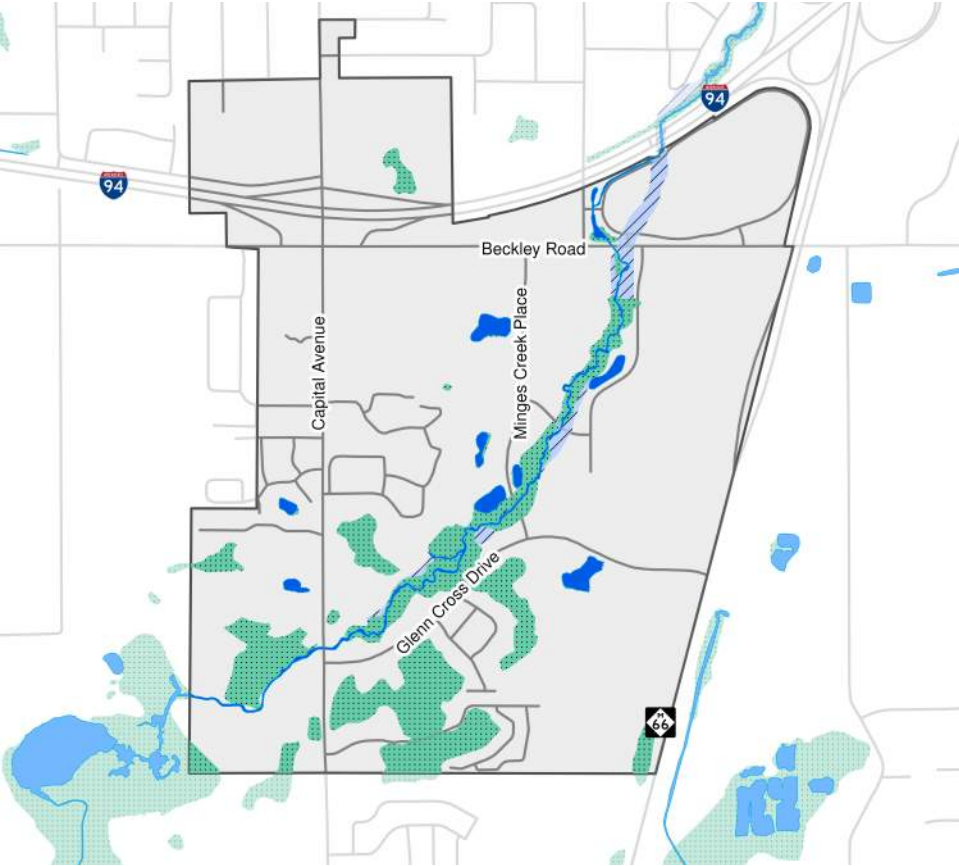
Beginning in October, 2023, Progressive Companies, the City of Battle Creek, the LDDA, and the plan Steering Committee began the process of creating a vision for the next chapter in this corridor’s history. We started initially focusing on the Beckley Road corridor, but soon found the underpinnings of a strong and vibrant neighborhood across the LDDA boundaries. Through stakeholder discussions, land use and market analysis, and a robust community engagement plan, three main themes emerged relative to the strengths and weaknesses of the LDDA, including green infrastructure, placemaking, and reducing car dependency in the district.

Theme 1: Green Infrastructure

The LDDA’s “spine” is the low-trafficked Brickyard Creek Trail. Feedback from all sources consistently returned to the fact that the trail is one of the most important amenities of the district. Leveraging this asset is absolutely critical. Data gathering also showed that existing stormwater infrastructure was either inadequate or privately owned and maintained, raising concerns about long-term maintenance and viability for many of the retention/detention ponds in the area. The status of this infrastructure presents a significant potential threat to the creek, and the trail that runs alongside it.

LEGEND

- Water Features
- Wetland Features
- 100-Year Floodplain



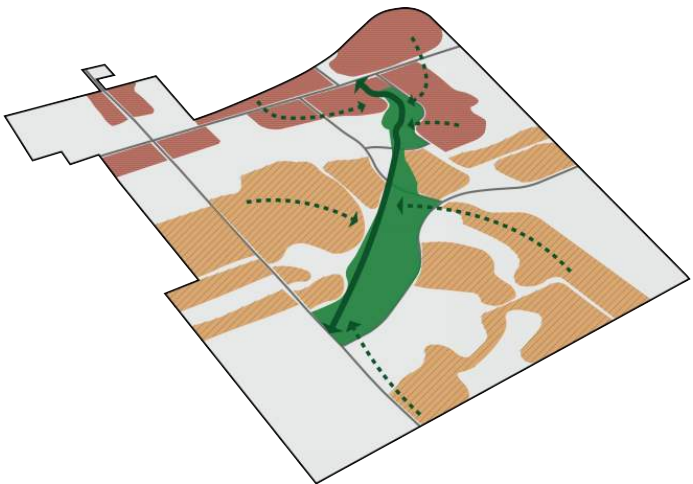
Finally, the oversupply of surface parking (currently three times what is required by zoning code) contributes to stormwater challenges, a lack of activity, and urban heat island effects. This can be counteracted by the replacement of surface parking with green infrastructure, which reduces stormwater, creates pleasant spaces for people, and provides shade and cools the landscape.

EXECUTIVE SUMMARY

Theme 2: Placemaking

The creation of this plan is the first step in placemaking for the Lakeview District, which is defined by the Project for Public Spaces as a collaborative process by which we can shape our public realm in order to maximize shared value. Many participants in this planning process noted that the Lakeview District has minimal public spaces, which currently include the Brickyard Creek Trail, the library, and the Dubois Cemetery. The public spaces that are available are either seldomly used (the trail, the cemetery) or could be further leveraged to provide more activity (the library). There are no public parks. The LDDA's roads are almost entirely car-oriented, providing very few opportunities for shared use for people to walk, run, bike, and roll.

Great cities and neighborhoods are built around great public spaces, and the redevelopment of sites like the mall area and the parking lot adjacent to the trail present great opportunities for placemaking that can establish the LDDA as a premier regional neighborhood.



Theme 3: Reducing Car Dependence

To walk the ½ mile distance from Minges Creek Village apartments to the nearby Target, one must travel across 2,200 feet of surface parking, 200 feet of road, and 150 feet of grass, all without sidewalks or any other pedestrian infrastructure. What should be a pleasant experience is dangerous for able-bodied adults, and nearly impossible for someone with children, on a bike, or with mobility impairments. This epitomizes car dependency in the Lakeview District.



Most of the LDDA was built under the assumption that people do not walk, and that cars are preferred for even the shortest trips. Many of the roads are without sidewalks, commercial and residential uses are separated, and adjacent developments are not connected by paths or sidewalks, making traveling by means other than a car very cumbersome. The plan's approach for addressing car dependence is to increase connectivity among existing developments, to replace car lanes with non-motorized lanes on several of the LDDA roads excess capacity, and to develop compact, mixed-use areas that are safer and convenient for people to walk from one place to another.

EXECUTIVE SUMMARY

Implementation: Suburban Retrofitting

Battle Creek is not alone in seeking to retrofit a suburban commercial district to support continued growth and investment. The following plan builds on the work taking place across the United States to transform car-dependent, low-density, single-use developments, into financially productive, environmentally-friendly, and walkable communities that provide residents, businesses, and potential investors with choices regarding the type of housing, transportation, and lifestyle that support people throughout various stages of life. This plan provides a framework for redevelopment within the Lakeview District that creates opportunities for new residential and commercial uses, reuse of existing infrastructure, the addition of new public amenities, and initiatives to add vibrancy along this aging corridor.



Above: Potential redevelopment concept of Lakeview Square Mall





2

EXISTING CONDITIONS

LOCATION

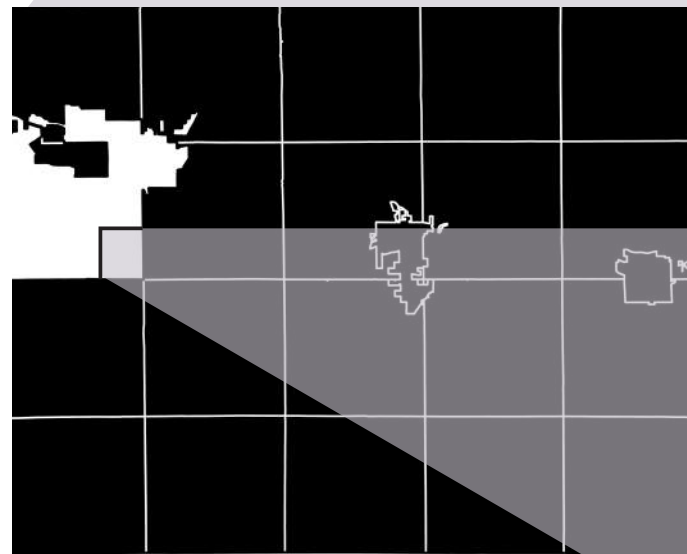
The Lakeview District is a 727-acre area located in the far southeastern corner of Battle Creek, MI. The district is oriented around Beckley Road - an east-west corridor featuring the largest concentration of commercial and multi-family land uses within the region. Located 4 miles south of downtown Battle Creek, the Lakeview District features the only mall in Calhoun County. The district also features close access to regionally significant roadways, including I-94 and M-66.



***The Lakeview District
is located...***

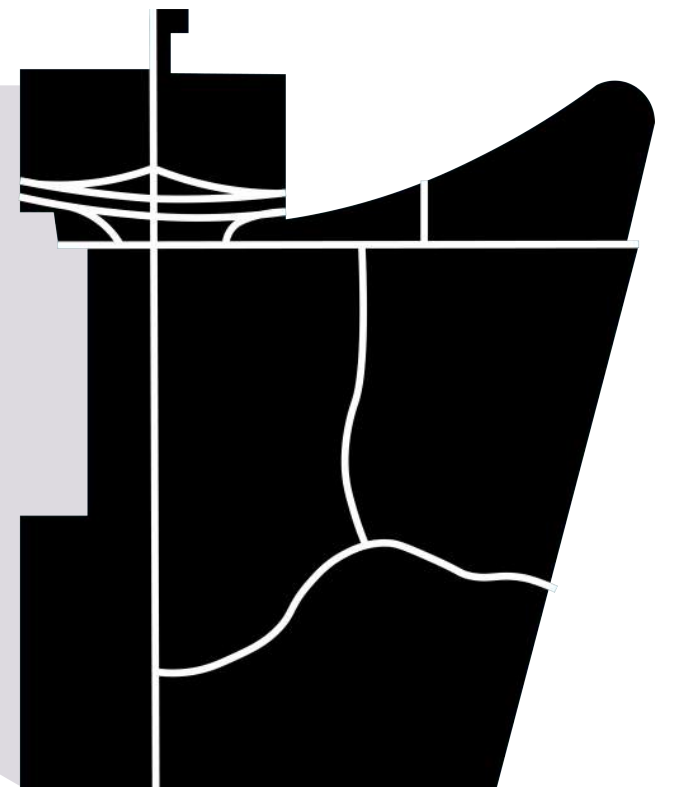
Calhoun County

Located in the South Central
Portion of Michigan's Lower
Peninsula



City of Battle Creek

Located in the Northwestern Portion
of Calhoun County



LAKEVIEW DISTRICT FROM ABOVE



HISTORY

From previous centuries of open woodland and prairie, the area within the LDDA has changed relatively quickly over the past 80 years. Changing from farmland to apartment complexes and prairies to parking lots, this area now features aging infrastructure and higher vacancy rates - representing the rise and fall of mall-oriented retail in the Battle Creek region.

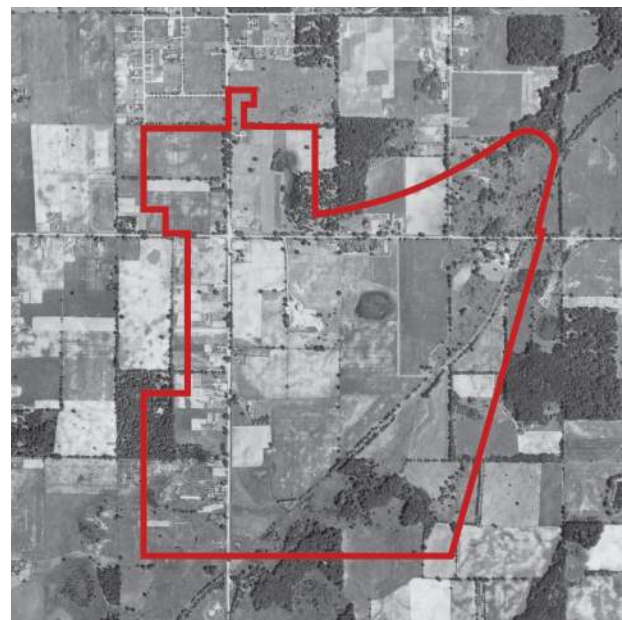
From Farmland to Battle Creek's Suburban Shopping Corridor

For more than 100 years, the area was farmed, with white settlers who began to arrive in the mid-1800s. After World War II, however, more intense development began to spread to the corridor, beginning with the construction of Interstate 94.

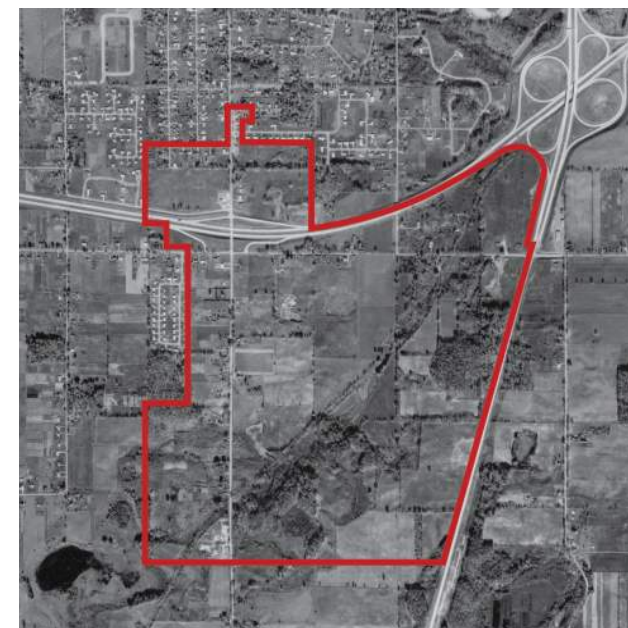


Right: Beckley Road Looking West, 1980s

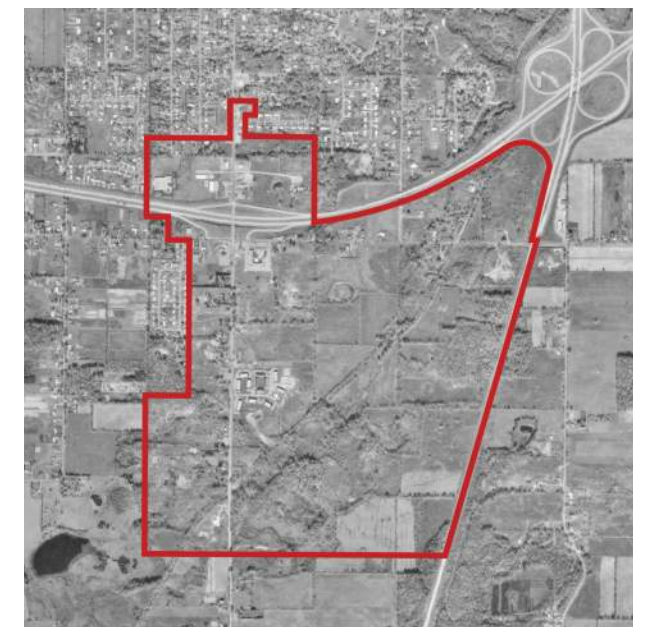
1950



1961



1974



Development Brings Opposition

Development of the Lakeview Mall was the flashpoint of change along Beckley Road, and it was fraught with conflict between community members, the City of Battle Creek, the now annexed Battle Creek Township, the Department of Natural Resources, and developer Forbes-Cohen Properties.

As early as 1978, 5 years before Lakeview Square Mall’s grand opening in August of 1983, Michigan’s Department of Natural Resources opposed the construction of the shopping center. At that time, the DNR oversaw environmental protection of the state’s natural features in the same way the Department of Environment, Great Lakes, and Energy does today.



Above: Lakeview Square Mall Atrium, 1980s

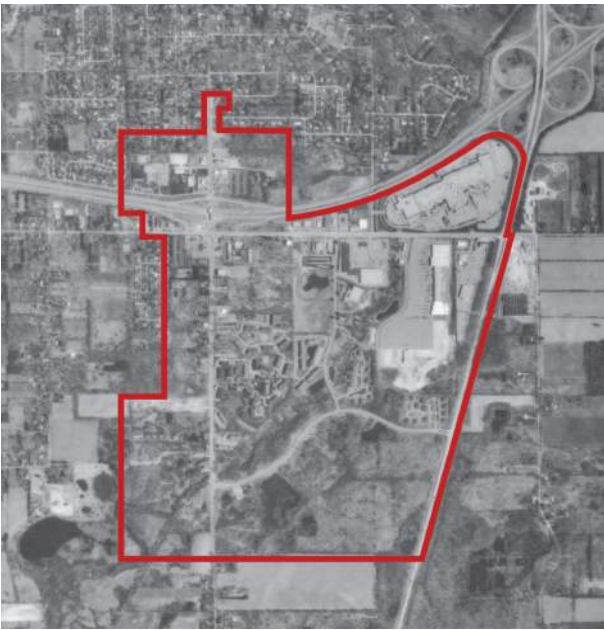
The DNR’s biological study of the development said, “Routing Minges (Brickyard) Creek through holding ponds, as one developer proposes, would degrade its current good water quality condition, without the possibility of returning to a cleanwater stream. This type of development ... should not be permitted.”

The primary arguments against the mall by residents of the area were threefold: that it would pollute the creeks, create traffic problems and destroy the residential nature of the township. A minority of residents spoke in favor of the mall during the project’s predevelopment phase. In 1983, the mall opened with great fanfare. Steering Committee members of this project remembered the mall being fully parked during the 1983 holidays. For the rest of the 1980s, the mall and the surrounding corridor was a highly trafficked, booming part of the city.

1981



1993



Below: Battle Creek Enquirer Headline, 1980s

Mall becoming shopping hub for region

98% of space is leased; new restaurant planned

By ELAINE KULHANEK
Staff Writer

Lakeview Square is cloaked in an aura of success these days.

The shopping mall, once opposed by some local citizens, is 98 percent leased at a time when its developers had hoped to be 80 percent leased.

It has surpassed Kalamazoo's Crossroads in number of stores and is now being touted as a regional shopping facility for southern Michigan. The mall appears to be attracting cars off I-94 and a casual survey of shoppers on any given day will turn up many from out of town.

The mall took another leap forward in January, when it signed Chi-Chi's, a national restaurant chain featuring Mexican cuisine, to open a 277-seat restaurant and lounge.

The restaurant could make the mall more of a social gathering

ture," said Cohen. "We're working on long-range plans for how to run and promote Lakeview Square."

He said corporate officials are working closely with Dave Haysmer, mall manager, and Rich Hallabrin, marketing director, to develop and implement long-range plans.

"We're meeting regularly and should be implementing the plans shortly," he said.

Cohen said individual stores within the mall appear to be having sales success, but he said actual figures on 1984 sales would not be compiled until later this year. Hallabrin and Haysmer did say that first-year sales "far surpassed initial projections."

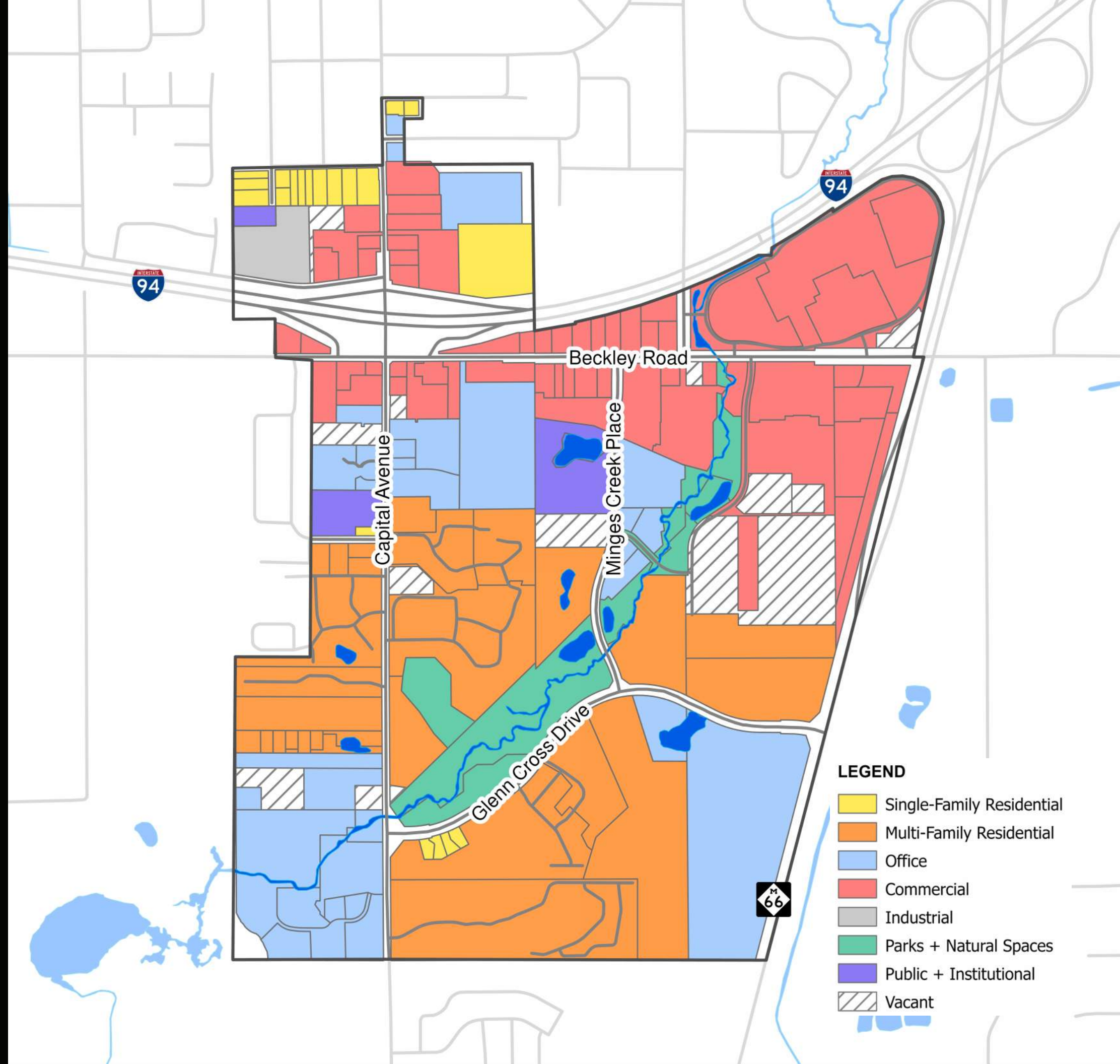
Although Forbes-Cohen considers the facility successful, Cohen said it will take some time before the company begins to see returns.

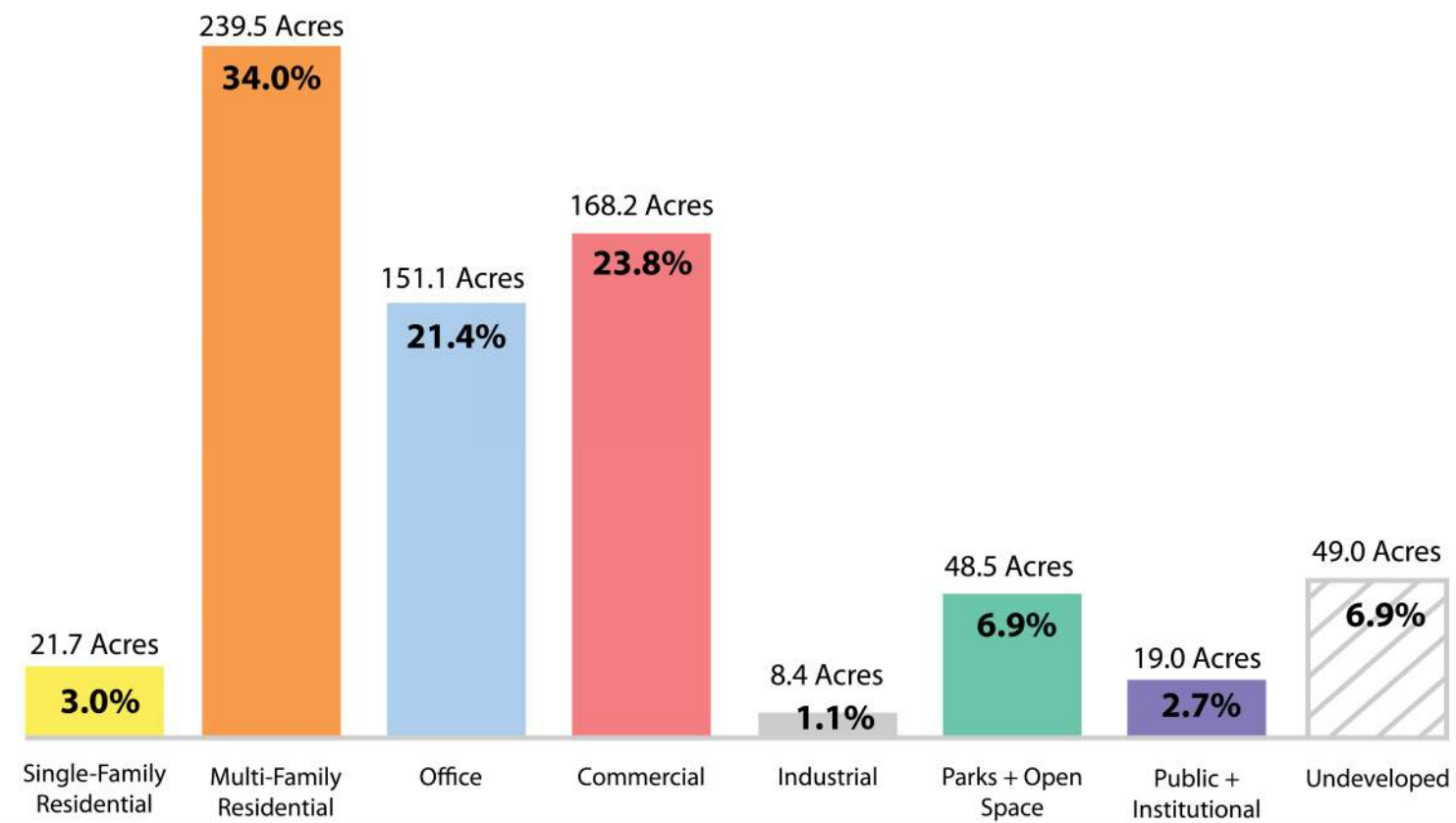
"It was a major investment and



EXISTING LAND USE

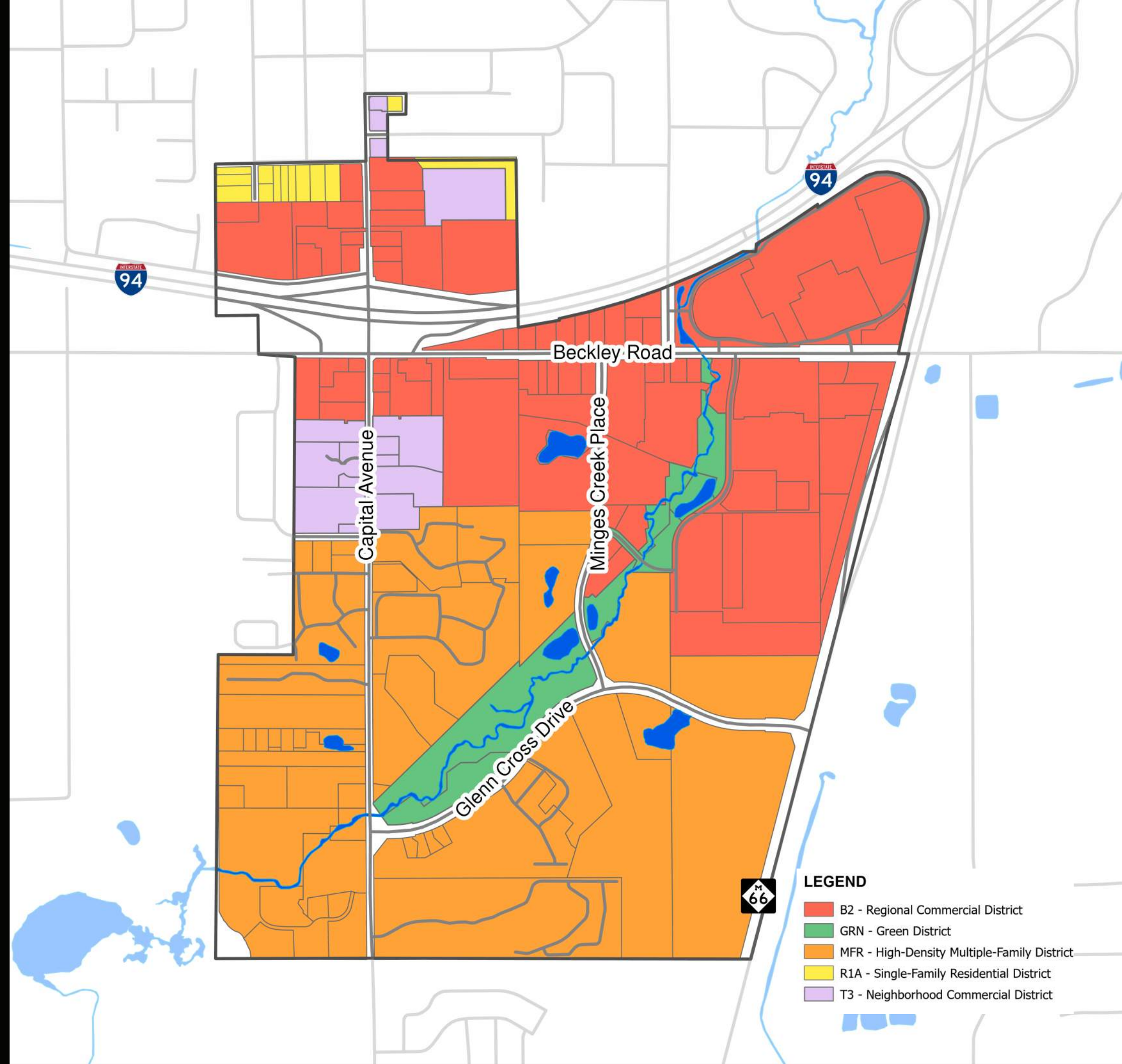
An existing land use analysis examines the way land in an area is utilized at a specific point in time. For this analysis, Progressive has utilized the City of Battle Creek's parcel records, along with in-person observations to create a map of the existing use of land in the corridor by parcel. As the chart and map demonstrate, the plurality of property within the study area is accounted for by multi-family residential uses (34.0%), followed by commercial uses (23.8%) and office uses (21.4%). Nearly seven percent of the area's properties are currently vacant, with no active use.

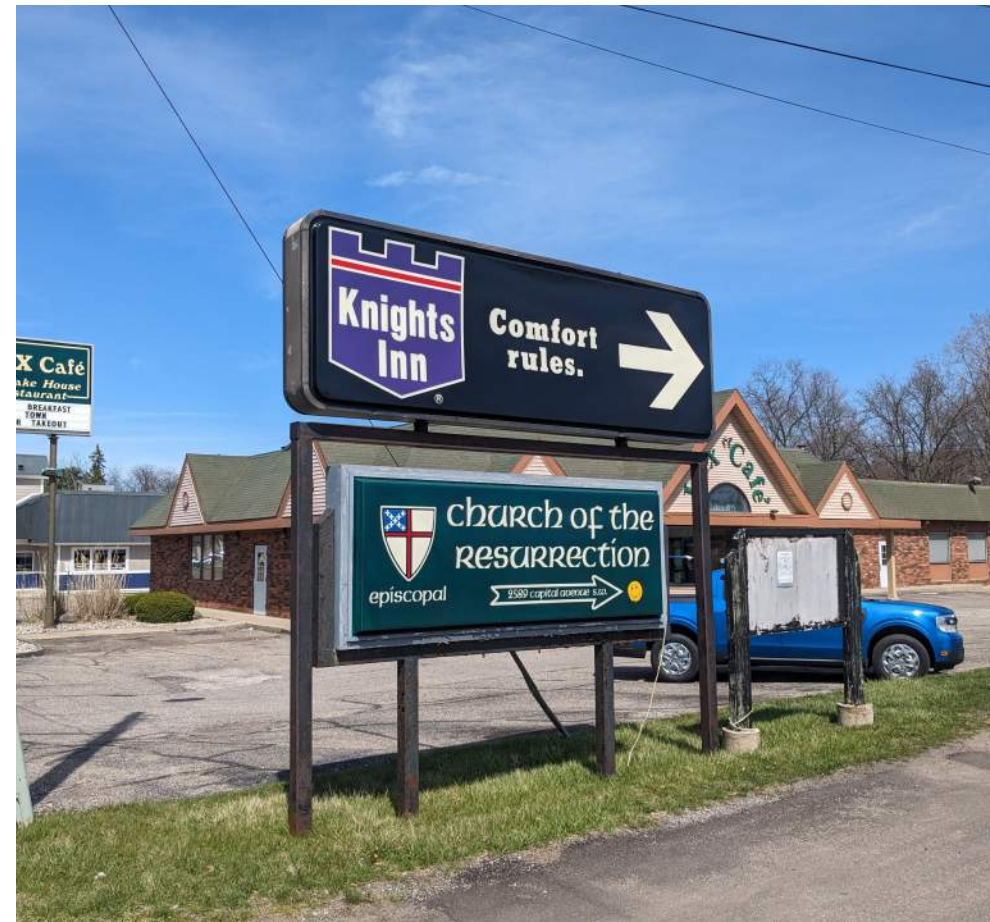
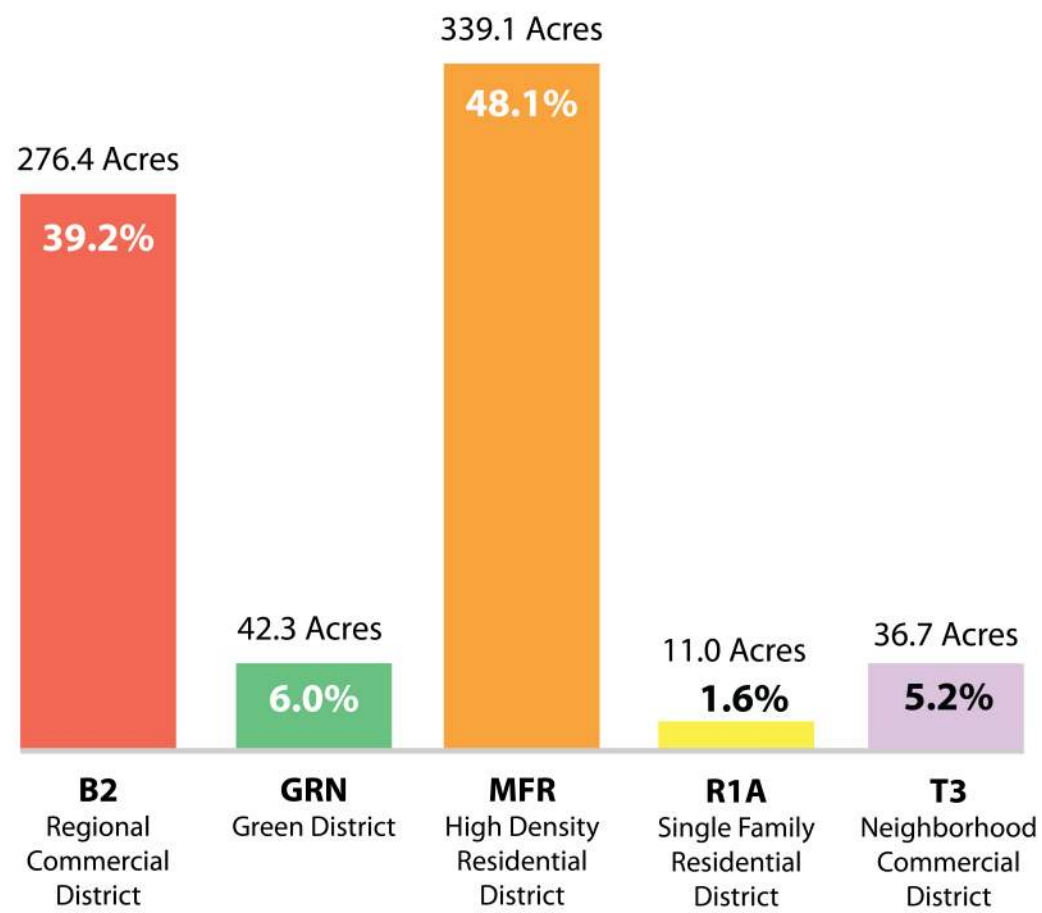




ZONING

While the 727-acre Lakeview District is currently divided into five zone districts, an overwhelming amount (over 610 acres) is zoned for high-density residential land uses and regional commercial land uses. The remaining land uses are zoned for professional office and less-intensive commercial land uses along Capital Avenue as well as single-family residential land uses north of I-94. Sensitive natural areas along Brickyard Creek are zoned for the “Green District” which seeks to preserve natural spaces.

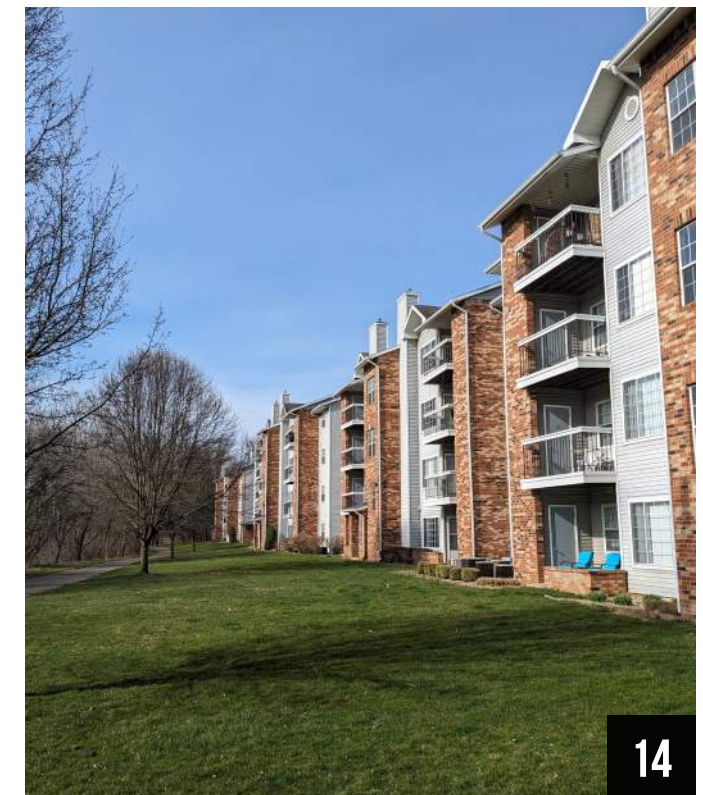




Over 87% of parcels within the Lakeview District are zoned:

B2 Regional Commercial District (39.2%)

MFR High Density Residential District (48.1%)



PARKING & UNUSED SPACE

Due to the area's auto-oriented nature of development along with the extensive infrastructure servicing these land uses, the area is largely occupied by empty spaces – vacant parking lots, large access drives, and unused space.

Much of this empty space is occupied by surface parking lots. Developed during an era when commercial retail was thriving, these parking lots have since become empty as businesses have closed and moved out of the Lakeview District. In many cases, these parking areas have gone without maintenance, leaving large expanses of asphalt cratered with potholes and weeds. As rainfall increases, these acres of impervious surfaces capture rainfall, increase stormwater temperature, collect pollutants, and channel them into nearby creeks and rivers.



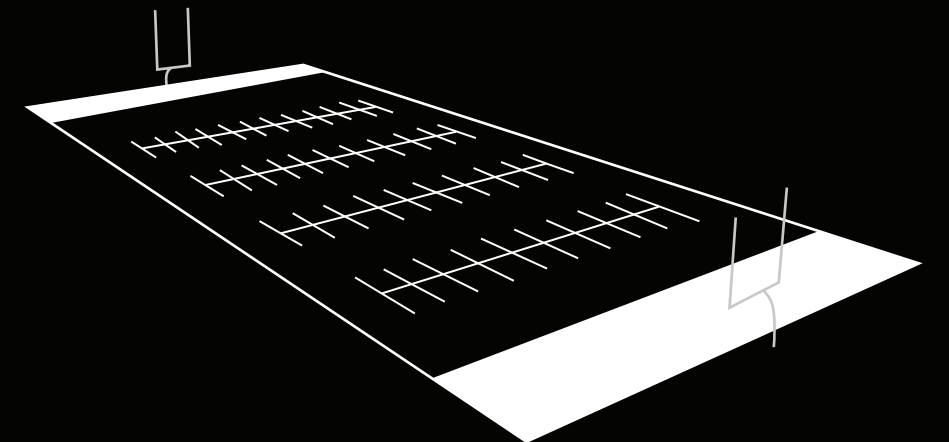
“The area is largely occupied by empty spaces”

Did You Know?

There are **three times** as many parking spaces than what is currently required by the City of Battle Creek Zoning Ordinance



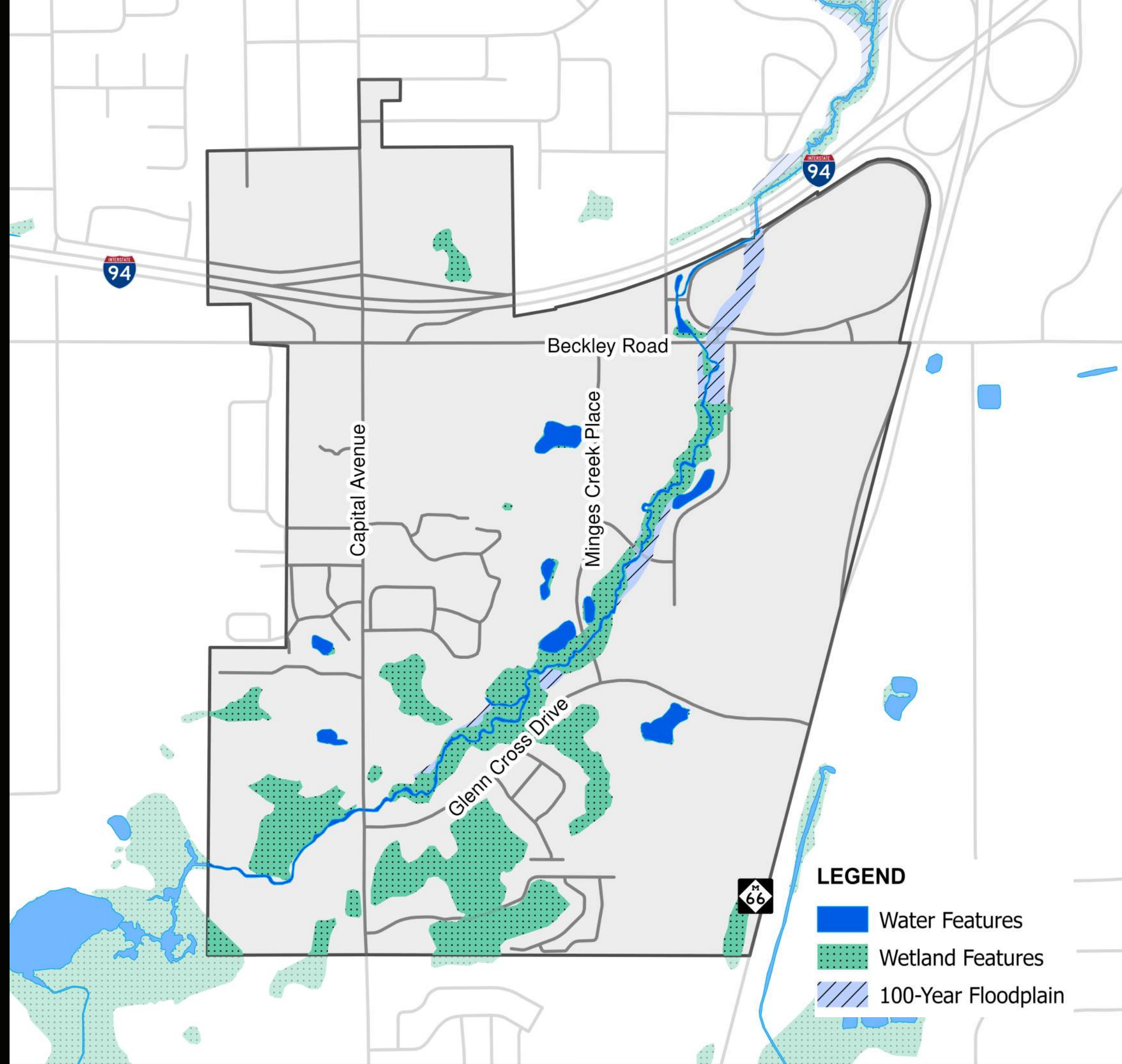
Resulting in **143.3 acres** of surface parking lots in the Lakeview District - the equivalent of over **108 football fields!**



“In many cases, these parking areas have gone without maintenance, leaving large expanses of asphalt cratered with potholes and weeds.”

WATER RESOURCES & OPEN SPACE

While much of the Lakeview District has been developed, sensitive environmental areas remain in the district. These largely include wetland areas along Brickyard Creek as well as areas south of Glenn Cross Road. Due to the historical path of Brickyard Creek being disrupted by the construction of Lakeview Square Mall in the 1980s, the FEMA-designated floodplain still runs underneath the current Sears site. The Lakeview District also features small retention ponds scattered throughout the area.



Wetlands



100-Year Floodplain



Water Features



Brickyard Creek: A Disrupted Yet Defining Waterway

Running from southwest to northeast through the entire Lakeview District, Brickyard Creek is a small tributary that connects to Goguac Lake as well as the Kalamazoo River. As oak savannas and farm fields gave way to strip malls and parking lots, the creek has continued to be shaped by the district's development. As mentioned earlier on Page 10, rerouting the creek through a culvert beneath Lakeview Square Mall raised concerns about water quality and downstream flooding.



DNR opposes Forbes-Cohen shopping center

With the creek being channeled beneath the Sears site, large retention ponds were constructed nearby. Ownership of these ponds is uncertain however, as some of them are privately-owned while the City owns other ponds. The Brickyard Creek Trail was constructed along its banks in the 1990s and connects the entire Lakeview District together.

Current Stormwater Issues

Street Flooding – Beckley at the western entrance to Lakeview Square Mall floods due to the Brickyard Creek (aka Minges Brook) crossing.

Ponds – Ponds in the Brickyard Creek watershed south of Beckley were designed to be dry detention ponds. High groundwater levels have made them wet ponds and decreased their capacity.

Retention Pond at Minges Brook Mall – The pond has no outlet or overflow structure. The pond seeps through and overflows its western bank. While the City has reinforced the bank and installed an underdrain with an outfall to Brickyard Creek/Minges Brook, the potential for bank sloughing and/or failure is a concern. The outfall also contributes to bank erosion on Brickyard Creek.

Over the next 20 years...

It's estimated there will be an increase in historical rainfall events, which are days when rainfall is substantially more than normal. This increases likelihood of flash flooding and property damage.

Annual days with maximum temperature greater than 90° F **15% Increase**

Annual total precipitation **10% Increase**

Annual historic rainfall events **26% Increase**

Source: National Climate Assessment

DEMOGRAPHICS

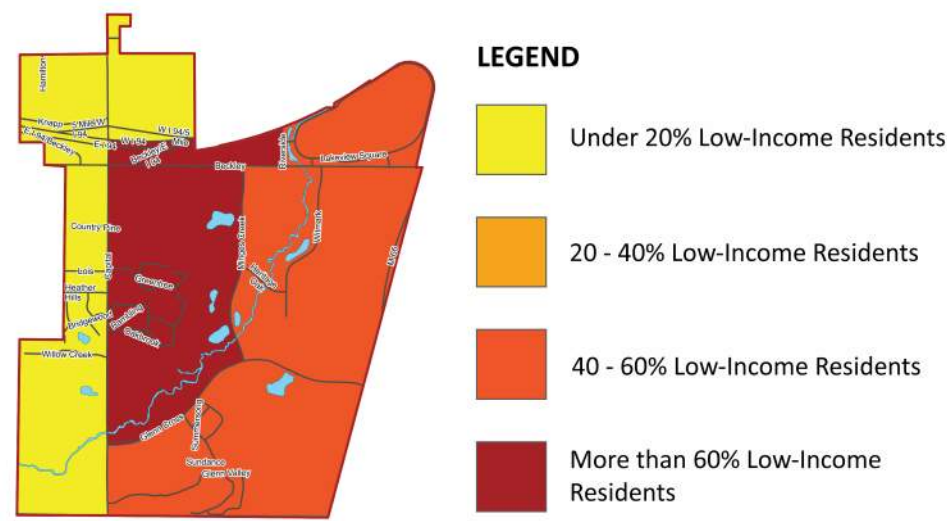
The Lakeview District features unique demographic characteristics when compared with Battle Creek as a whole. The area features a higher population density, a higher diversity index*, younger median age, lower average income, and smaller household size than the Battle Creek average. This is likely attributed to the area’s concentration of apartment complexes, with over 1,800 units in the area. In addition to these data points, housing data in the Lakeview District illustrates the low percentage of owner-occupied housing units along with the much lower average household size in contrast with the Battle Creek and State of Michigan average.

Some Key Demographics of the Lakeview District Include...

- *Higher population density than the rest of Battle Creek*
- *Median age in the Lakeview District (30.5 years old) is younger than the Battle Creek median age (38.4 years old)*
- *The Lakeview District features a more ethnically diverse population than the rest of Battle Creek*
- *Median household income in the Lakeview District (\$40,244) is much lower than Battle Creek’s median household income (\$49,428)*

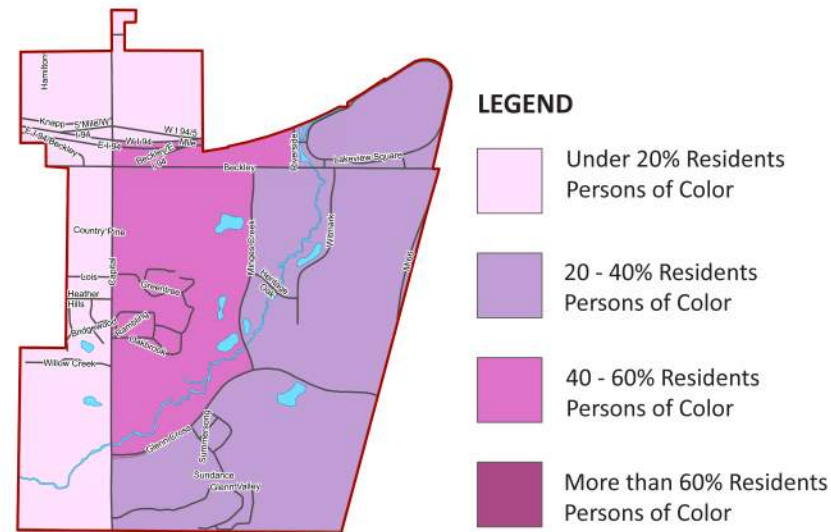
Location	Population Density (Persons/Acre)	Median Age (Years)	Median Household Income	Diversity Index*
Lakeview District	2,240.8	30.5	\$40,244	62.5
City of Battle Creek	1,228.9	38.4	\$49,428	61.8
Michigan	178.6	41.1	\$65,287	50.0

**Diversity Index = Probability of two individuals selected at random to be of a different race or ethnicity*



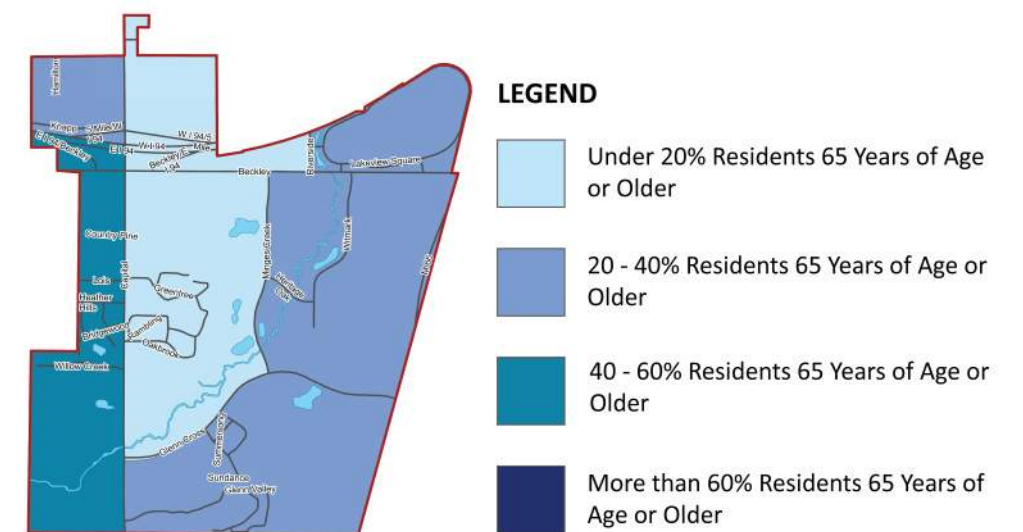
Low Income Households

This map indicates that low-income populations* are largely located east of Capital Avenue – with the greatest concentration of low-income residents centered around The Arbors of Battle Creek and The Landings at The Preserve apartment complexes. Although featuring a lower percentage of low-income residents, the census block group south of Glen Cross Road as well as east of Minges Creek Place still feature 41% of its population classified as low-income.



Minority Populations

Minority populations (not single-race white or hispanic) within the Lakeview District are primarily concentrated east of Capital Avenue - centered around The Arbors of Battle Creek and The Landings at The Preserve apartment complexes. This implies that nearly 50% of individuals in this area are members of a minority group, a much higher rate than the state as an average.



Senior Populations

An estimated 14% of residents within the LDDA area are over 65 years old. This is lower than both the state’s percentage of senior residents (18.7%) as well as the nation’s overall percentage of senior residents (17.3%). The above map illustrates the estimated percentage of senior citizens in each census block group within the Lakeview District.

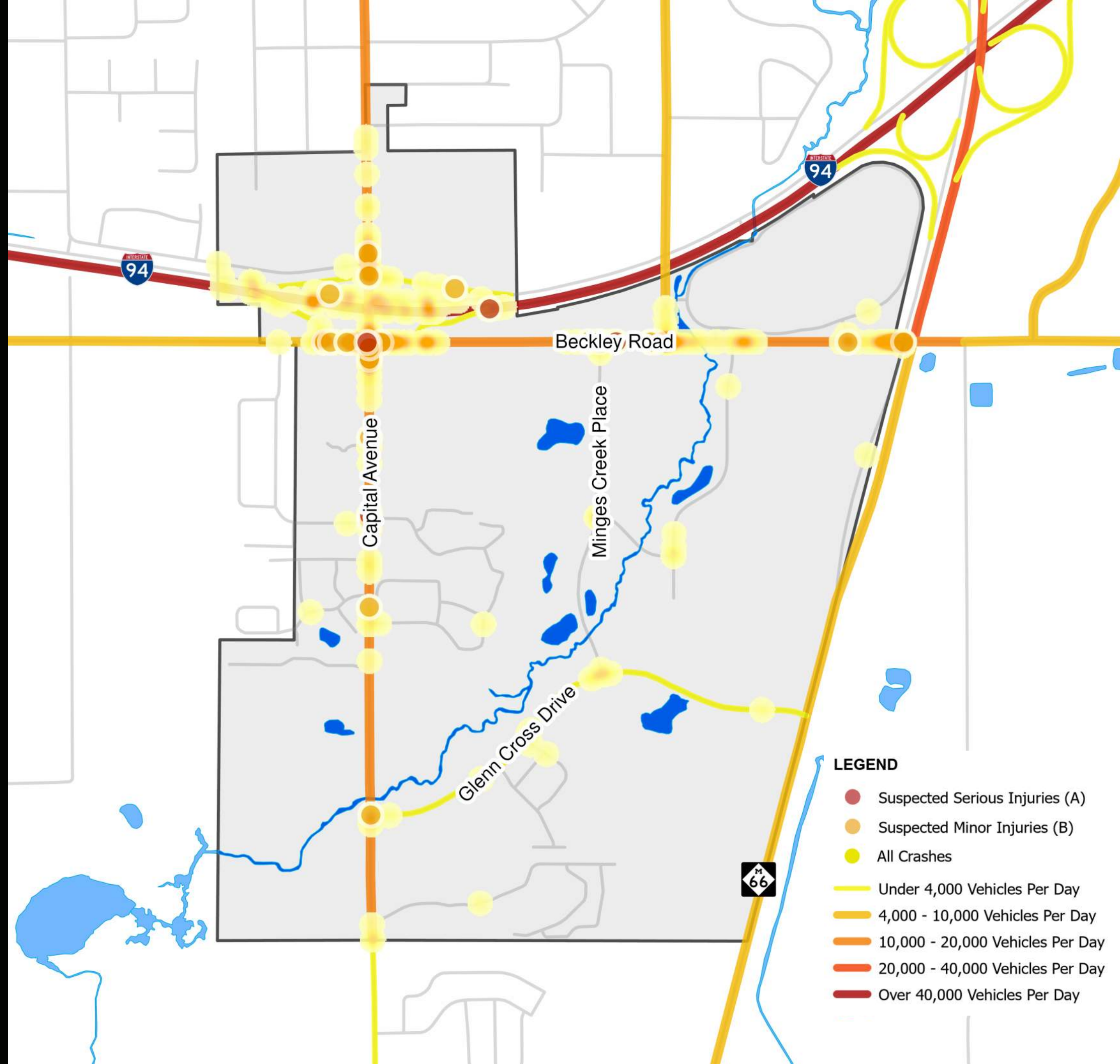
Location	2023 Median Home Value	2023 Owner Occupied Housing Units (% of All Housing Units)	2023 Average Household Size (Persons/Household)
Lakeview District	\$187,069	3.5%	1.95
City of Battle Creek	\$119,877	61.2%	2.39
Michigan	\$222,633	71.6%	2.42

*Low-Income Household = Household income is less than or equal to twice the federal “poverty line”

MOBILITY

Mobility in the Lakeview District is defined by its roadway infrastructure network. Largely an environment of wide roads and highways, traveling in the district is focused on vehicular travel instead of transit, walking, cycling, or other modes of transportation. Roads such as Capital Avenue and Beckley Road feature higher speeds and traffic volumes than others in the district such as Glenn Cross Drive or Minges Creek Place.

Map to Right: Traffic Volumes from 2021;
Traffic Crash Data from 2018-2022





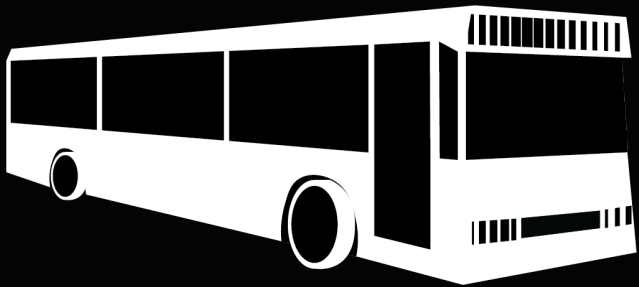
Beckley Road is the primary commercial corridor of the Battle Creek Region



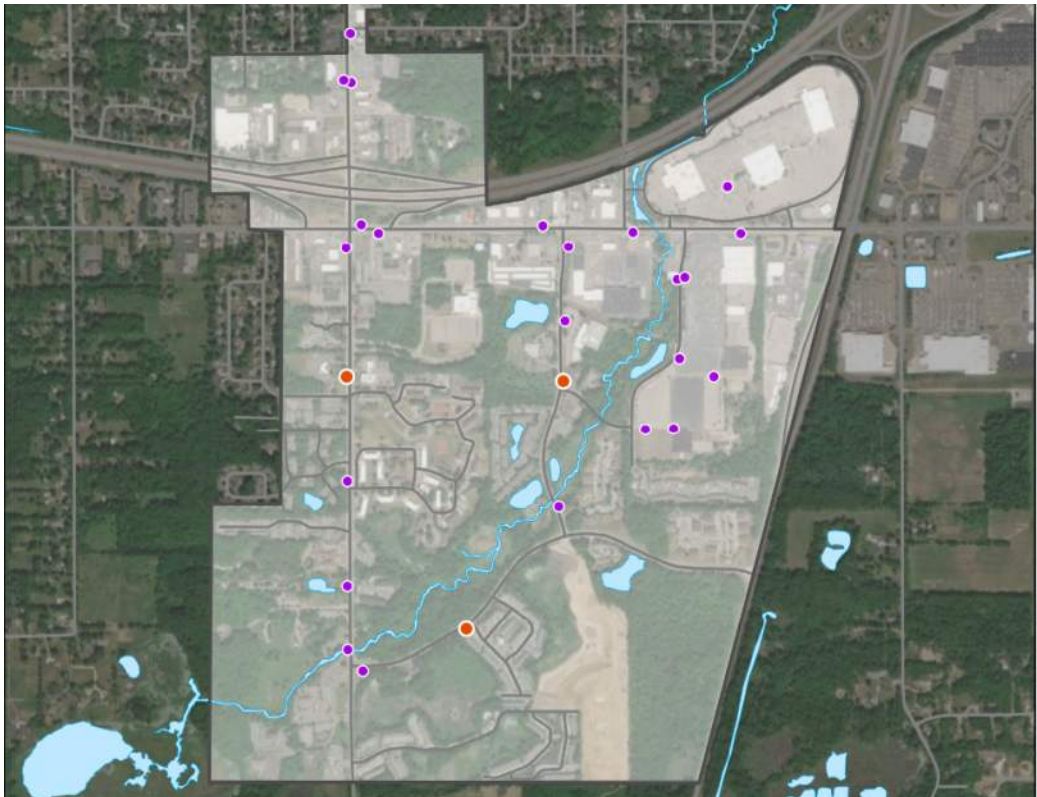
Due to its development during the late 20th century, Beckley Road is a five-lane, auto-oriented roadway that focuses on getting vehicle traffic through the Lakeview District as quickly as possible. There is an estimated 16,000 vehicles traveling through this corridor every day, providing vehicle access to regional retail and shopping locations.

Because of the high-speed character and roadway design of Beckley Road, there are limited crossing opportunities for pedestrians through the area, making pedestrian connectivity a challenge. This current configuration places vehicle travel at the top of the “mobility pyramid,” with all other modes of transportation weighed as far less important.

Did You Know?
The Capital Avenue & Beckley Road bus route is the most heavily-used route in the Battle Creek Transit system.



Nearly all bus stops in the region lack infrastructure (**below left**). Only three bus stops include shelters (**middle left**) even though there are numerous bus stops in the Lakeview District (**below right**).



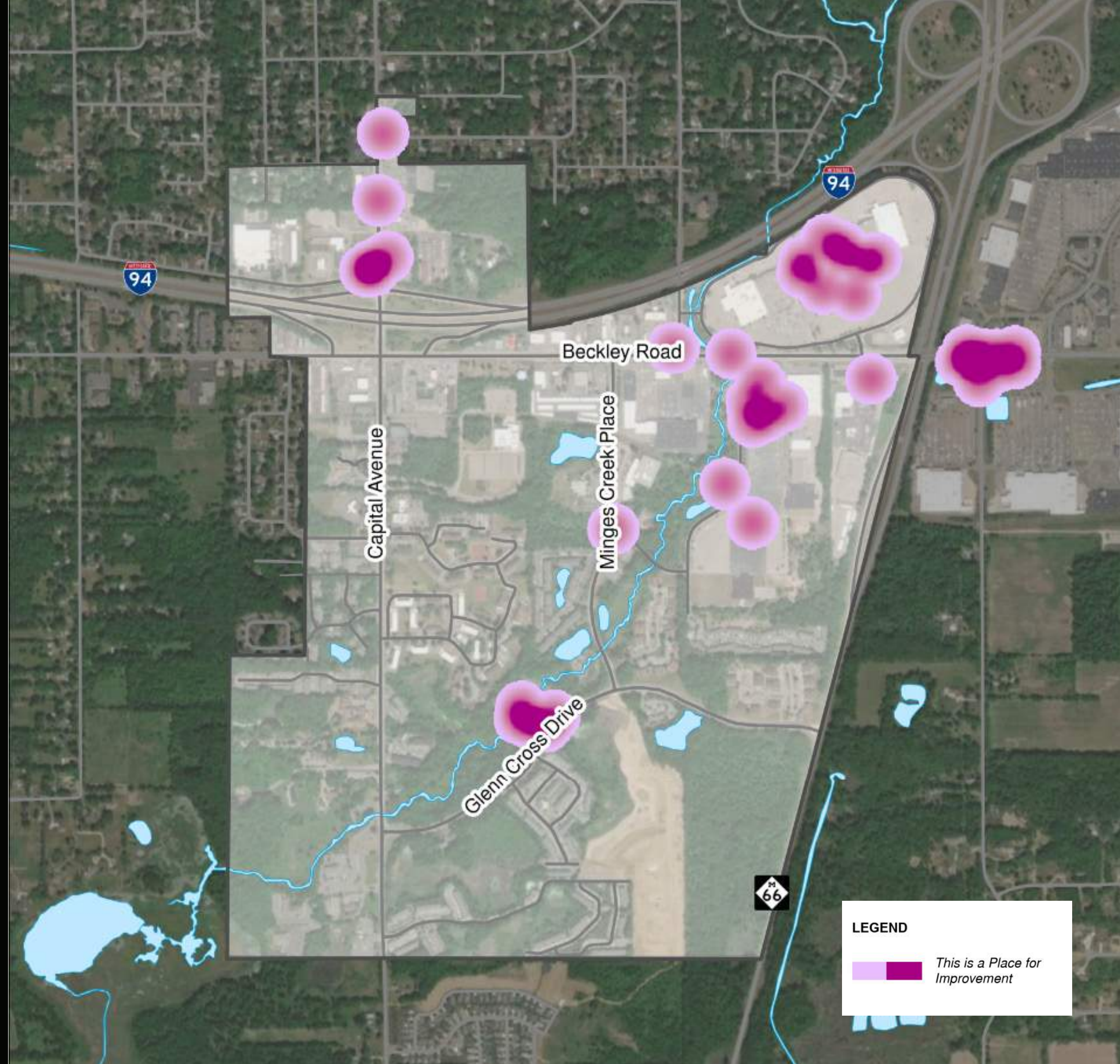
LEGEND
● Bus Stops
● Bus Stops with Shelters

0 0.2 0.4 Miles

COMMUNITY OPEN HOUSES

Members of the community were encouraged to offer their thoughts and feedback through a variety of methods. This included two online community surveys, informal virtual forums, focus group sessions with business owners, representatives from local government agencies, housing developers, and mobility professionals, and three community open house events. Held at different points throughout the plan development process, these comments helped shape plan priorities and affirmed people's primary concerns of the Lakeview District.

Map to Right: Community Feedback Map
from Community Open House #1



Community Open House #1 **(April 25, 2024)**

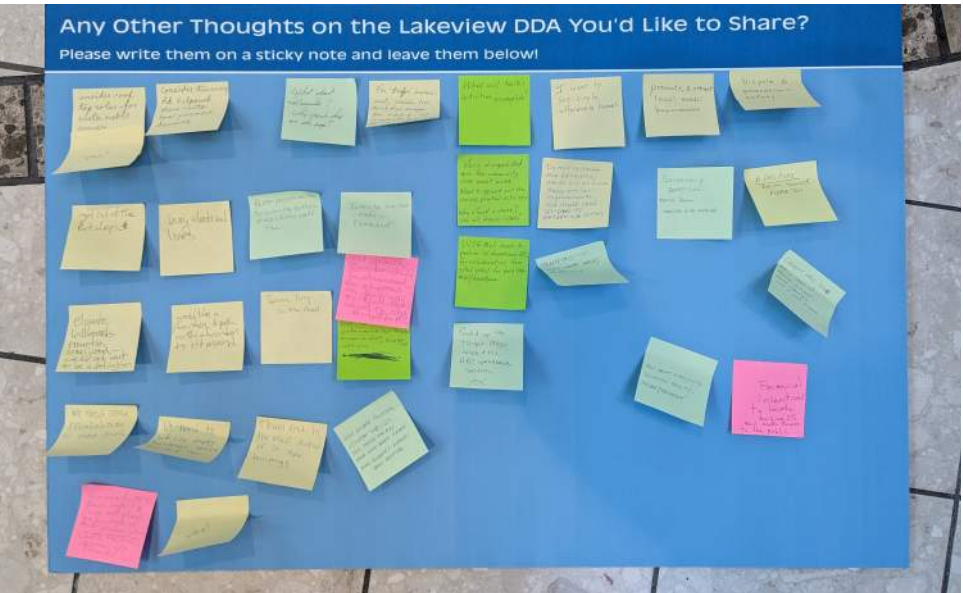
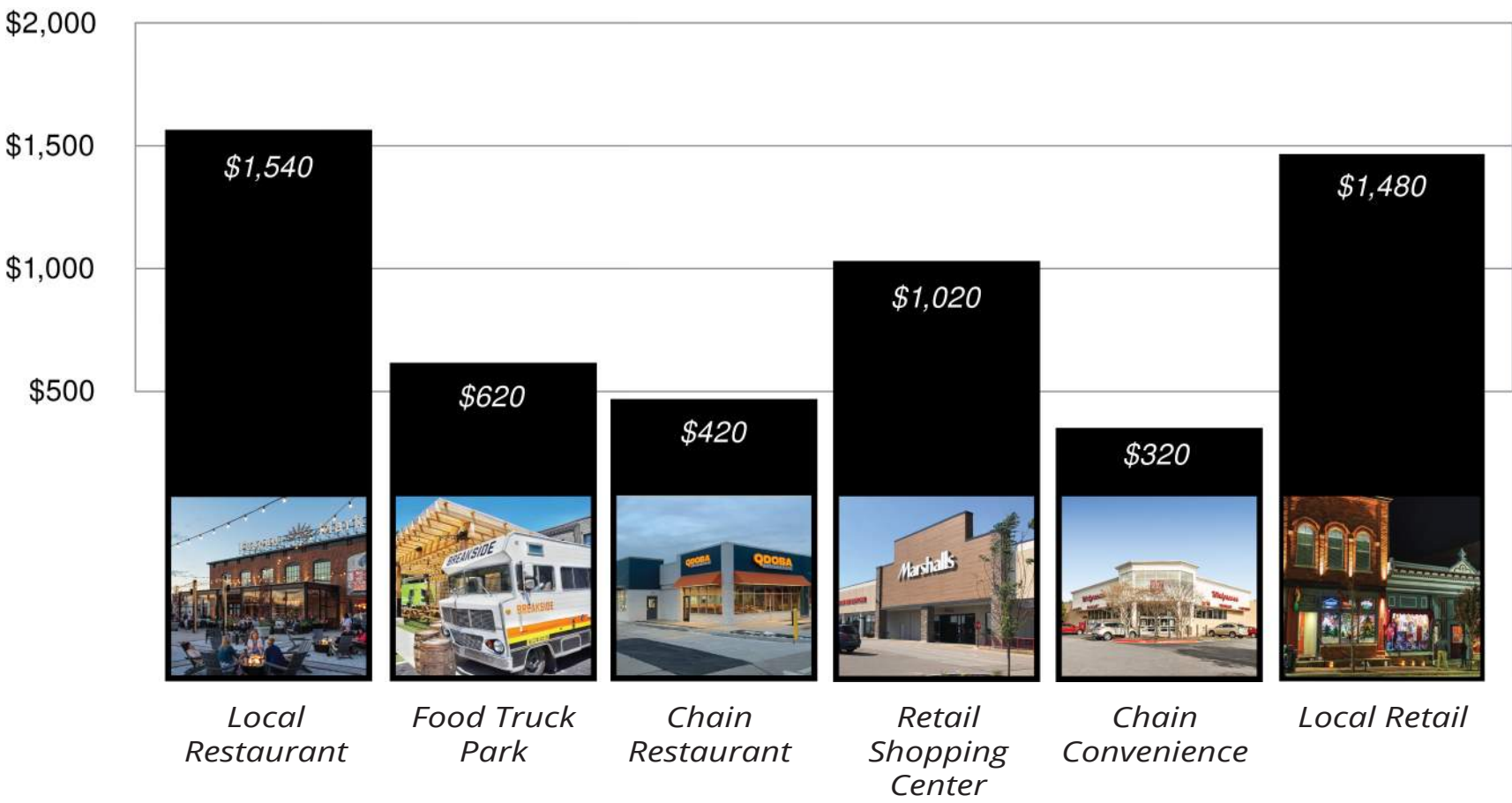
Held in the central atrium of Lakeview Square Mall, this event gathered attendee’s feedback on what type of housing and commercial development they wanted to see in the area, as well as general comments and locations for improvement on a large billboard map. General themes from the event were a desire to see Lakeview Mall redeveloped or improved, the importance of better traffic management along Beckley Road, improving pedestrian access and connectivity throughout the area, more local restaurant and shopping opportunities, and more residential development – particularly in the form of cottage courts and other traditional neighborhood forms.



Community Open House #2 **(July 17, 2024)**

Held in the Horrock’s beer garden at Lakeview Square Mall, this event showcased potential development scenarios in key areas, the proposed non-motorized network, and potential street improvements to major roadways within the area.

Exercise: Where Do You Want to Spend Money in the Lakeview District?



Above: Invitational Flyer for Community Open House #2; Feedback from Community Open House #1.

COMMUNITY FOCUS GROUPS

Because of the Lakeview District’s location and regional significance, many groups interact with the area differently. Focus Group sessions were held to hear from these groups and gather their perspectives on the area’s existing assets, current challenges, and vision for the Lakeview District’s future.

Housing Focus Group

Comprised of professionals in the housing development realm, this group discussed the area’s housing needs and how they related to the greater Battle Creek region. This group discussed some of the challenges around housing development, namely a perception of low-income housing tax credits (LIHTC) being required to make projects feasible, a lack of strategic leadership in housing, and a lack of homeowner incentives that promote equity building. The group also noted positive changes, including zoning changes that enable mixed use development and overall shifting attitudes towards welcoming new development.

Key Insights

- Battle Creek faces challenges with affordable housing, including a limited developer pipeline and reliance on LIHTC funding.
- Successful examples, like the Redwood project, highlight the potential for targeted initiatives. Recommendations include homeowner incentives, strategic leadership for housing, and leveraging tools like brownfield tax increment financing.
- Zoning changes, including mixed-use allowances, are seen as positive but must overcome perceptions of the city being difficult to work with.

Lakeview Square Mall Focus Group

As the largest building and prominent destination along Beckley Road, the future of Lakeview Square Mall was integral to this planning process. Business owners, the mall manager, and others involved in the mall’s future discussed the mall’s history and current challenges. The group noted the Sears has been vacant and has been marketed in the past but has not attracted interest. The group discussed other successful mall redevelopment examples but noted there is no desire to demolish the mall at this point. The group concluded that the City and mall stakeholders should continue to work together closely – particularly to identify a solution for the vacant Sears site and other underutilized parts of Lakeview Square Mall.

Key Insights

- The Lakeview Square Mall and adjacent properties face redevelopment challenges, with limited interest in repurposing the former Sears site.
- Business successes like Horrocks and outlot development demonstrate some potential for revitalization.
- Retail restrictions among owners and leases, though partially resolved, continue to hinder development.
- Collaborative planning between stakeholders and the city is critical for future development, with suggestions for phased and destination-based uses.

Mobility Focus Group

Largely due to its development as a suburban commercial corridor, there are limited non-motorized connections throughout the Lakeview District. This group was comprised of public transit professionals, disability advocates, and other stakeholders invested in improving pedestrian and non-motorized connections throughout the area. This group discussed the challenges of crossing Beckley Road and other major roadways along with the need for improved public transit infrastructure throughout the area.

Key Insights

- Beckley Road is a critical commercial and transit corridor in the Battle Creek region, heavily used for shopping, employment, and services.
- Transit challenges include inadequate bus stops, poor ADA compliance, and a driver shortage despite high demand.
- Future considerations include regional transit millage efforts, EV charging stations, and MDOT’s boulevard conversion study for M-66
- Pedestrian access is hindered by the sprawling nature of the area, with key crossing points noted as safety concerns.

Intergovernmental Focus Group

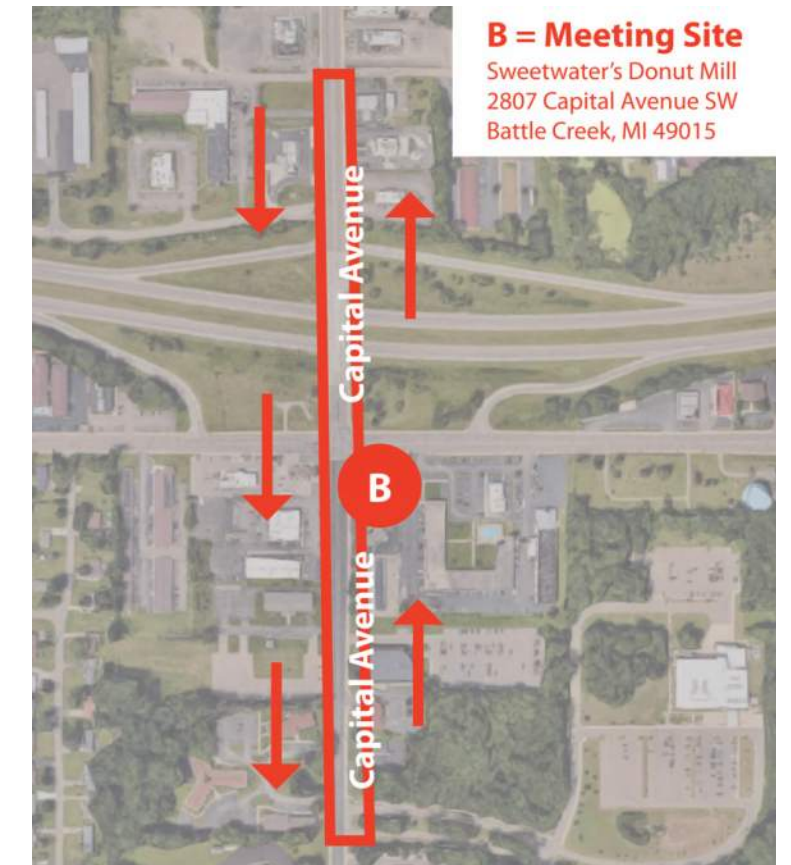
Since the Lakeview District is a key shopping center servicing many nearby communities, the planning team met with stakeholders from nearby local units of government and other public agencies. This group discussed the importance of housing for spurring regional economic development, the need for coordination on water and sewer infrastructure projects, and improving regional land use planning efforts to promote walkability, placemaking, and agricultural preservation.

Key Insights

- Preserving agricultural land and leveraging agri-tourism and agri-tainment opportunities were identified as priorities.
- Suggestions included restarting the subdivision committee and improving mechanisms for collaboration through town halls and quarterly meetings.
- Housing demand in Calhoun County will increase due to regional industrial development, requiring future infrastructure.
- The Transportation Authority of Calhoun County was highlighted as a successful model for implementation-focused collaboration.

WALKING AUDIT

About 15 city staff and steering committee members volunteered to conduct a walking audit of the LDDA on April 9, 2024. Utilizing the AARP walk audit tool kit worksheets, the group found difficulties related to walkability within the LDDA.



Key Insights

- Both Beckley Road and Capital Avenue lacked many pedestrian amenities, including marked crossings, signage, and bike lanes.
- Transit stops lacked basic amenities for accessibility. One salient example for walk auditors included a bus stop in front of a physical therapy office that was on grass and without a sidewalk, making access to the office difficult.
- There were some places to sit and shade trees, but minimal bus shelters, trash receptacles, and other amenities that could boost safety and appeal
- Overall, Beckley Road felt more comfortable to walk along than did Capital Avenue.

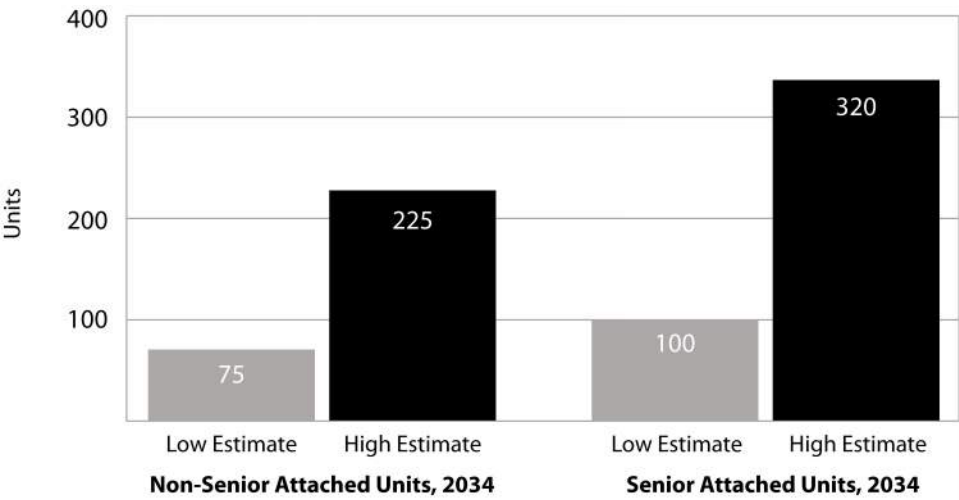


Over 1,300 people responded to the community survey. Key findings include:

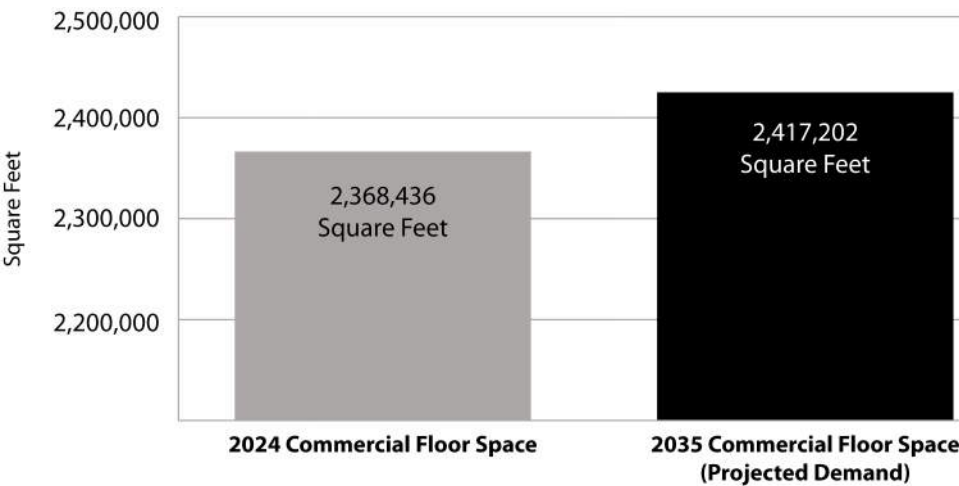
Key Feedback

- Over the next ten years, between 75 and 225 new attached housing units can be absorbed in the LDDA.
- In addition, there is potential for between 100 and 320 senior market rate units in the areas. Tenancy for these units is supported by households in the area that desire to move from detached, single-family housing into smaller units with walkability.
- Depending on housing stock increases, 47,000 square feet of new retail space will be supportable in the foreseeable future, which is just a 2% increase from current available space.
- The capture of exported market sales and space should focus on food services and general merchandise operations lost with mall changes. New general merchandise tenants will be smaller, scaled, and more focused than previous tenants.
- New office space in new development is likely negligible for other than medical or health care, such as outpatient centers, rehabilitation, etc. Medical space increases are dependent on major institution policies.

There is enough housing demand to support hundreds of new housing units within the Lakeview District...



Yet there is little demand for additional commercial floor space.



This implies that there is current unmet demand for additional housing while very little demand for additional retail or commercial uses.

MARKET ANALYSIS AND COMMUNITY SURVEY

Throughout the plan development process, a community survey gathered feedback on how people interact with the Lakeview District. This gave insight on retail and housing demand and helped inform development of scenario plans.

VISION AND THEMES

“Battle Creek’s Lakeview District will be a vibrant, sustainable neighborhood through enhanced connectivity and walkability, diverse housing options, thriving commercial businesses, and expansive and resilient green spaces.”

What We’ve Heard

- The Lakeview District/Beckley Road Corridor is disconnected and difficult to get around, especially if you aren’t in a car.
- The Lakeview District/Beckley Road Corridor is home to a large low-moderate income population with lower rates of vehicle ownership than the general population. This population also includes a large portion of families and children.
- An exceptional proportion of the community is dedicated to cars/parking, and very little space is available for public gathering spaces or recreation. This creates a sense of isolation for people living/visiting the area, and all of the pavement causes flooding and stormwater issues.
- Despite some increasing vacancy, the area is home to major commercial stores and maintains interest from national retailers, with new buildings under construction.
- There are great assets in the district, that if better connected with public assets, could become even stronger community focal points.

Moving Forward

1

PLACEMAKING

Creating places where people want to be and spend time outside of their cars.

2

GREEN INFRASTRUCTURE

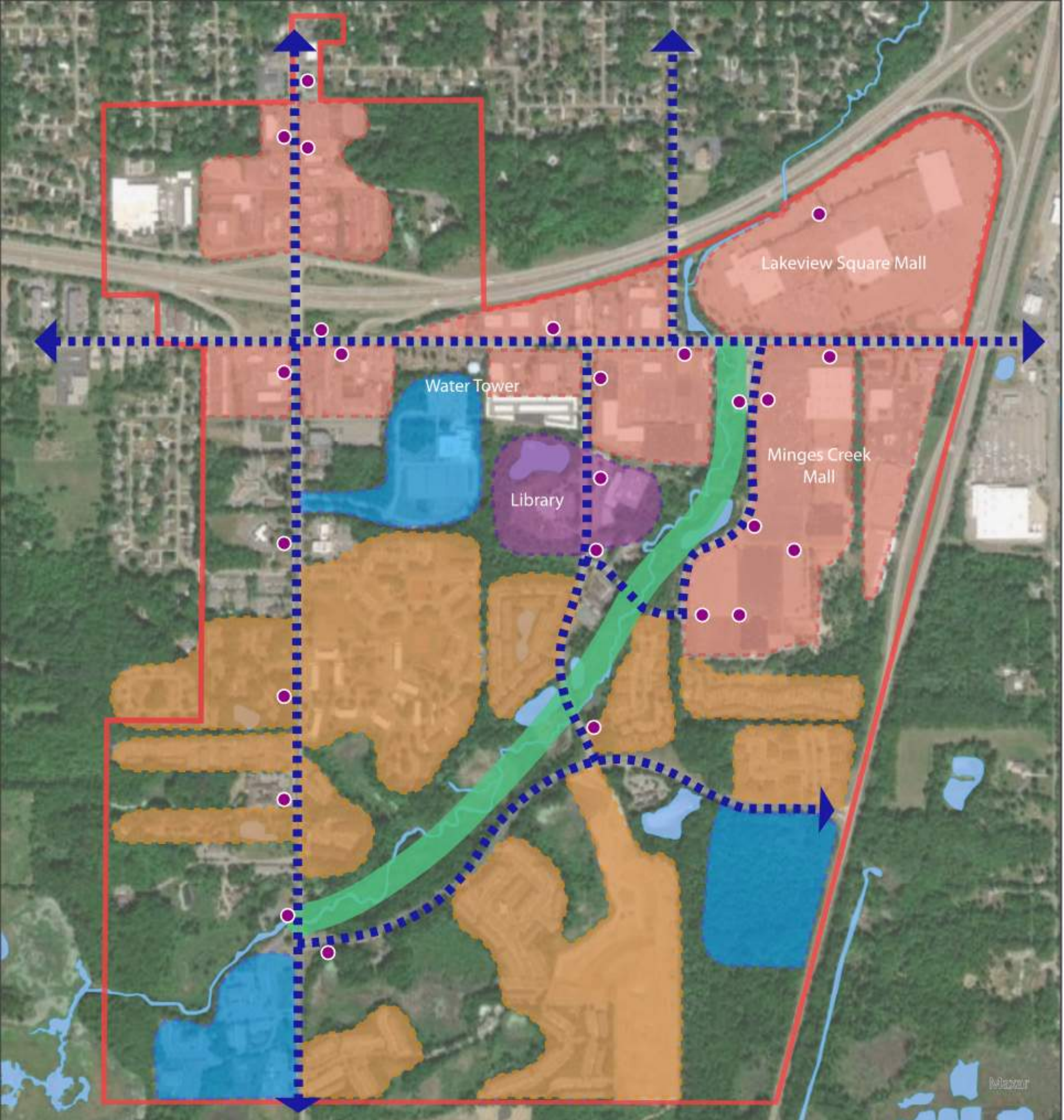
Transform large empty parking lots into green spaces and places for people, while further enhancing the Brickyard Creek Trail.

3

REDUCING CAR DEPENDENCE

Create transportation choices for people living and visiting the Lakeview District in how they get around and experience the place.

EXISTING FRAMEWORK MAP



LEGEND

-  Legacy Suburban Commercial
-  Medical Office Park
-  Residential Complexes (Apartment Islands)
-  Civic + Recreational
-  Street Network
-  Brickyard Creek Linear Trail
-  Bus Stop





3 REDEVELOPMENT SCENARIOS

SUBURBAN RETROFIT EXAMPLES

Suburban retrofitting is a redevelopment process aimed at revitalizing aging suburban areas, pivoting away from auto-oriented land use, and repurposing underutilized shopping malls. This involves redesigning spaces to make them more walkable, mixed-use, and sustainable.

Mall redevelopments often entail converting traditional malls into mixed-use developments with residential units, entertainment venues, coworking spaces, and dining options. These changes adapt to evolving consumer preferences and contribute to the economic and social vibrancy of suburban areas. There are several suburban retrofits completed both in Michigan and nationally that may offer insights into future directions for the Beckley Road corridor.



Above: Former Highland Mall, Austin, TX

Meriden Green - Meriden, CT

Meriden Green is a vibrant public park located in downtown Meriden, Connecticut. It serves as a focal point for community gatherings, events, and recreational activities. Following the daylighting of Harbor Brook, the park now features a spacious green area with well-maintained lawns, trees, and walking paths, providing a relaxing environment for visitors.



The Shops at Westshore - Holland, MI

The Shops at Westshore in Holland, Michigan, is a retail center that offers a diverse range of shopping, dining, and entertainment options. The shopping complex features a mix of well-known national retailers, boutique shops, specialty stores, and eateries. The site still leans auto dependent, with large surface lots. However, it has a low retail vacancy rate, and future housing is planned. Additionally, The Shops at Westshore often host community events, promotions, and seasonal activities to engage customers and create a lively atmosphere. This makes it a popular destination for shopping excursions and leisure outings in the Holland area.



***Maplewood Mall Retrofit,
Maplewood, MN***

Maplewood Mall, encompassing 35 acres of asphalt and concrete surfaces, previously posed a significant phosphorous runoff threat to Kohlman Lake. Over a 4-year period, the Ramsey-Washington Metro Watershed District undertook a multi-phase construction initiative. This project introduced diverse features that now capture and filter 67% of rainwater, a substantial increase from the initial 3%. Noteworthy additions include tree trenches employing angular granite layers for water filtration, rain gardens, permeable pavers, and a 5,700-gallon cistern for rooftop runoff. Educational elements like interpretive signage, a conservation-themed mural, and a watershed map further highlight the mall's water management and its impact on the Mississippi River.



WHERE WE WANT TO GO

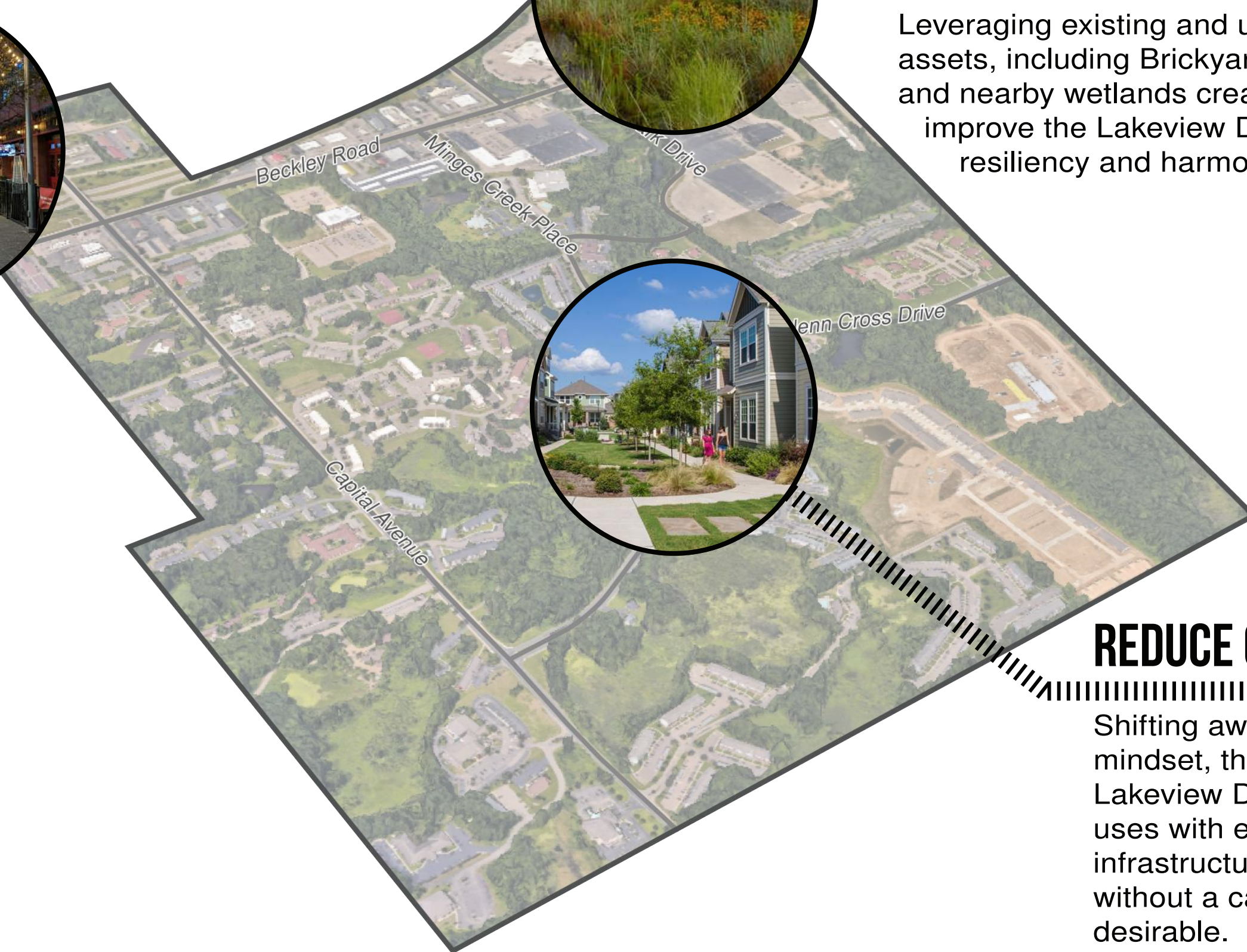
Throughout the planning process, three themes became apparent as foundational items to build implementation strategies on. These include:

- **PLACEMAKING**
- **GREEN INFRASTRUCTURE**
- **REDUCING CAR DEPENDENCE**

PLACEMAKING

As a largely suburban commercial area, strategies to mix, connect, and enhance land uses along with creating pleasant and comfortable environments can transform the Lakeview District from a place to drive through to a place people go to.





GREEN INFRASTRUCTURE

Leveraging existing and underutilized water assets, including Brickyard Creek, ponds, and nearby wetlands creates an opportunity to improve the Lakeview District's long-term resiliency and harmony with natural areas.

REDUCE CAR DEPENDENCE

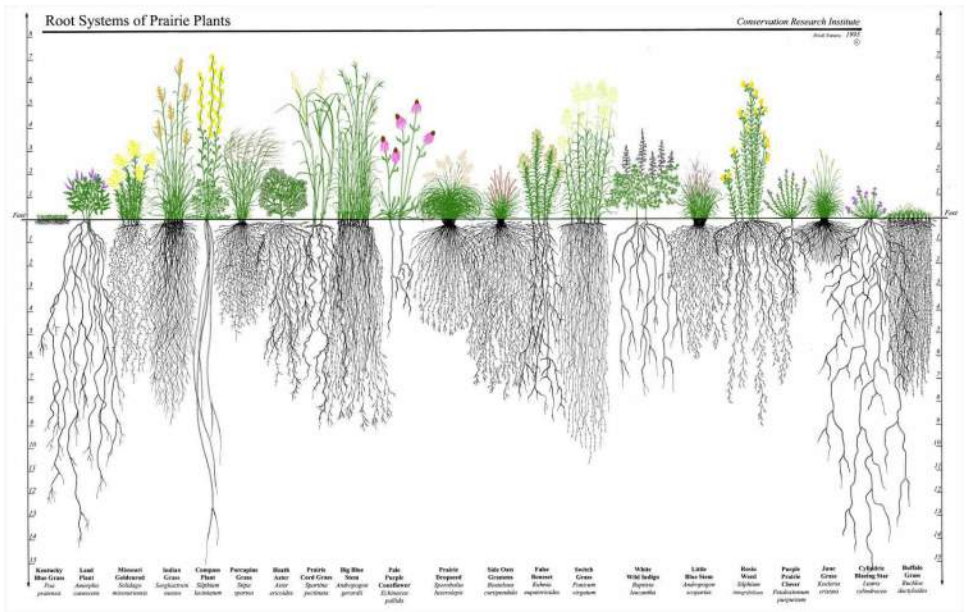
Shifting away from an auto-oriented mindset, the next life cycle of the Lakeview District will pair mixed land uses with enhanced mobility infrastructure, making traveling without a car more convenient and desirable.

IMPROVING GREEN INFRASTRUCTURE

With the Lakeview District’s large amount of paved surfaces, introducing green infrastructure through rain gardens, improved retention ponds, and native planting areas can reduce flooding risks, increase climate resiliency, and make the area more attractive.

Incentivizing Native Landscaping

As shown in the graphic, native plants have much longer root systems than turf grass (far left in graphic). The deep roots means that they can go longer between watering and they will have greater water uptake when it rains. Native plantings/ naturalized landscapes can go from grasses and flowering plants that are typically found in rain gardens to low mow grasses, such as buffalo grass (far right in graphic).



The United States Geological Survey soil classification data for the LDDA lists it as “Urban Land.” This indicates that fill was placed in the area when development occurred and that the actual soil types are unknown. As such, soils that are less optimal for infiltration (Type C) were utilized in the example below of changing from turf grass to naturalized landscaping. This gives us a conservative estimate of a 20% reduction in runoff if naturalized landscaping replaced turf grass in an area. If sand has actually been used as fill at a site, as city staff indicated has happened at the Target site, that reduction would be even greater.

Stormwater Storage & Filtration

This area was indicated by City staff to have highly permeable sand beneath it. As such, it is recommended that infiltration ponds be incorporated at the site to reduce the runoff going to Brickyard Creek. Depending on placement, this could also reduce the runoff going to their existing detention pond.

As noted above, when the existing pond is filled above the elevation of the bike path, water leaches through the banks. While the City has installed an underdrain and reinforced the bank with geogrid to protect their bike path and Brickyard Creek beyond the path, this is not a permanent solution. It is recommended that an overflow be installed in the pond below the elevation of the bike path to protect the western creek bank.



1 Lakeview Square Mall
Relocating Brickyard Creek

Green Infrastructure Priorities

- Straighten and open up crossing at Beckley Road (reducing flooding at road crossing)
- Replace Sears site with open park space
- Improve water quality & flood storage capacity
- Expand linear greenway park

2 Minges Brook Mall

Green Infrastructure Priorities

- Additional ponds in high infiltration areas
- Add overflow to existing pond
- Removal and replace pavement with native plantings

3 Improving Area Retention Ponds

Green Infrastructure Priorities

- General maintenance of retention ponds
- Conduct a regional capacity analysis
- Create regional ponds similar to the Columbia Avenue Business Improvement District



**Converting
This...**



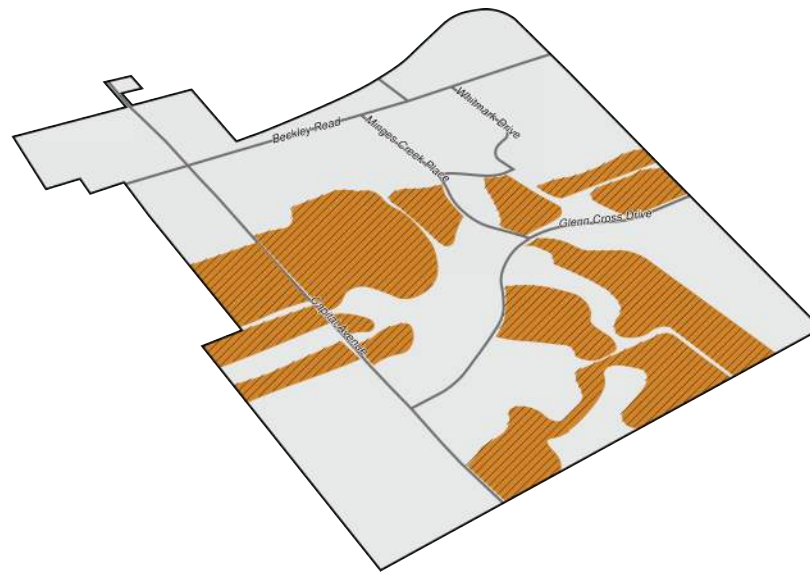
Into This...

*Would
reduce
flooding
an estimated **26%**
in the Lakeview District*

IMPROVING MOBILITY

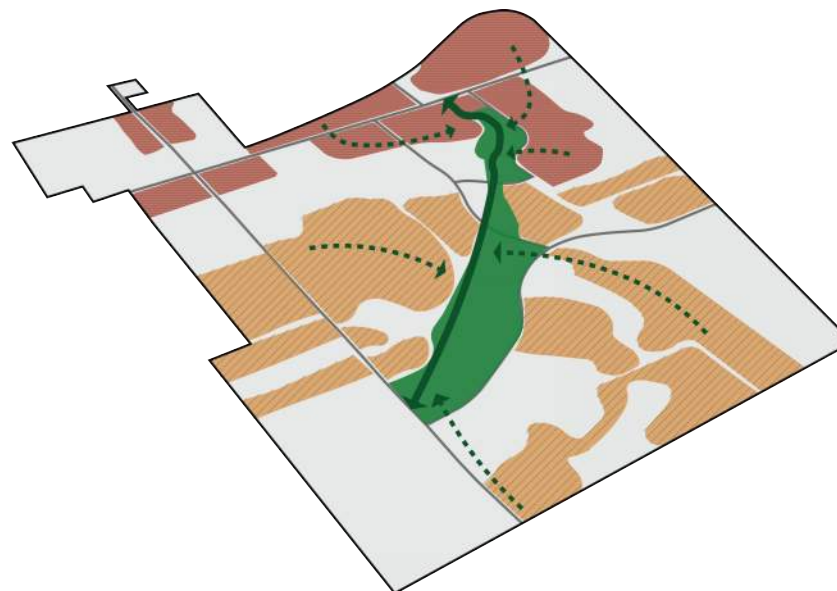
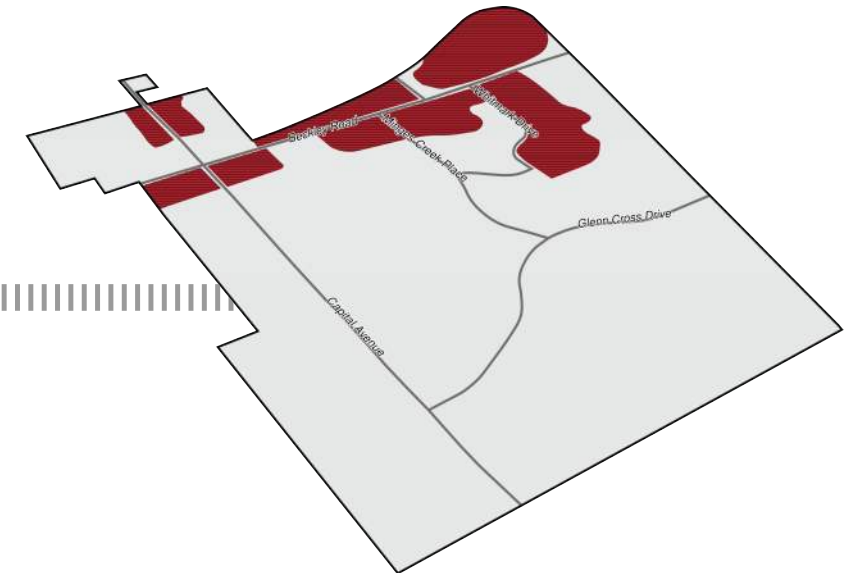
The Lakeview District is home to the highest density of residential units in Battle Creek. How can pedestrian and non-motorized improvements better connect these residents to nearby amenities, shopping locations, and employment centers?

Lakeview District: A Tale of Two Areas...



There are over **1,800** residential units within the Lakeview District

But they are separated from the numerous retail and shopping amenities along Beckley Road and Capital Avenue



In this way, the Brickyard Creek trail can be enhanced into a linear park or “greenway,” knitting the Lakeview District’s residential and commercial areas closer together without needing a car

With a Greenway Park Running Through It

The Brickyard Creek Greenway can connect the Lakeview District's natural areas and open space together, creating one large continuous park space.



1 Lakeview Square Mall Greenspace



Revitalizing the western portion of Lakeview Square Mall can add much-needed greenspace to the district. This can include daylighting Brickyard Creek that currently passes beneath the Sears building.

2 Dubois Cemetery & Water Tower Park

The City is considering decommissioning of the water tower along Beckley Road. This can add park space or be incorporated into Dubois Cemetery.

3 Helen Warner Branch - Willard Library

The public library features a pond and wetland area directly to the north, offering a natural asset that can be better taken advantage of and utilized as a place for public nature access.



4 Brickyard Creek Greenway Trail

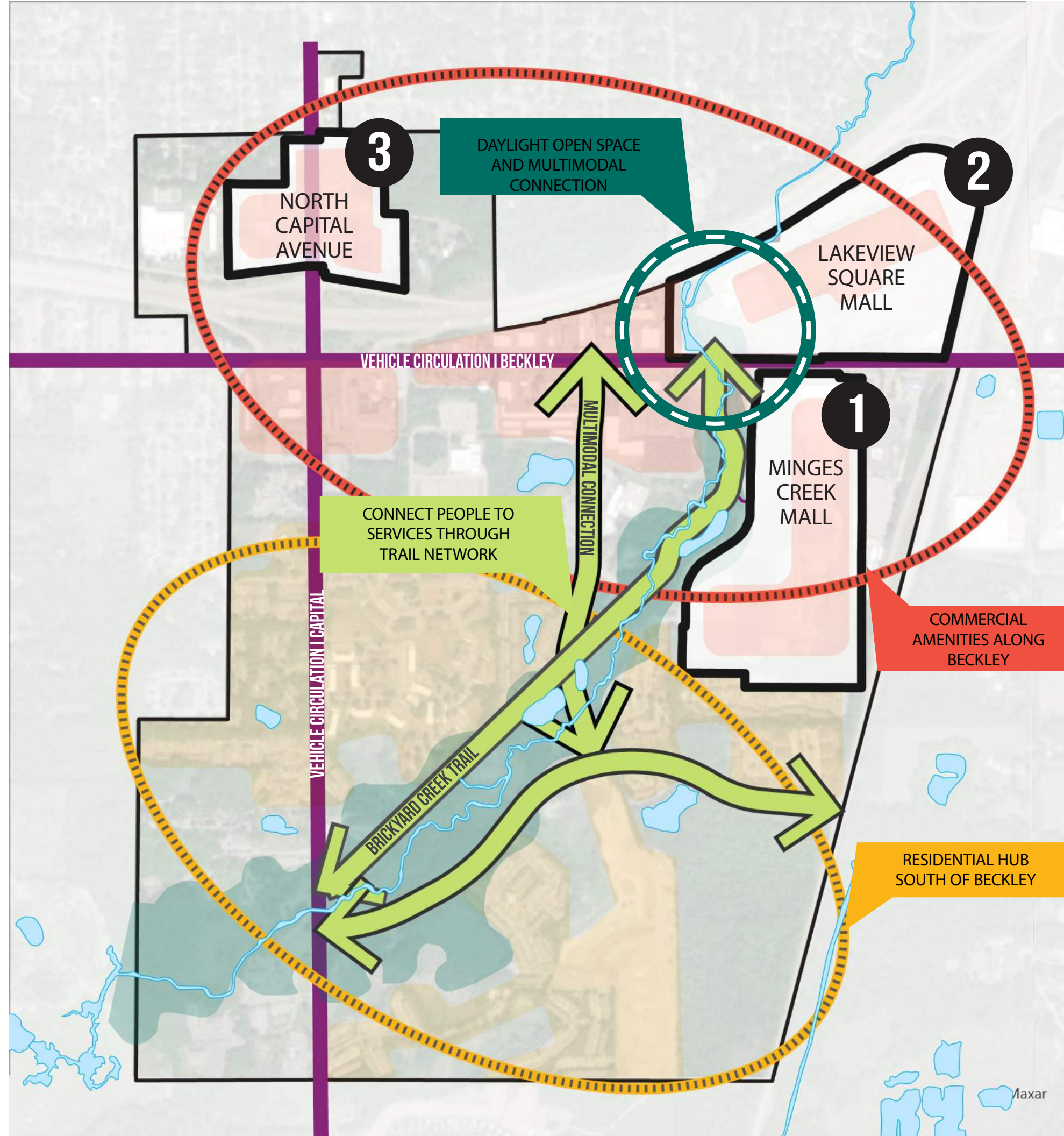
Running parallel to Brickyard Creek, the existing trail can be enhanced with safety lighting as well as art and playground amenities to create an inviting park-like environment.



3 CONCEPT AREAS: A BOLD VISION FOR THE LAKEVIEW DISTRICT

The three concept areas—North Capital Avenue, Lakeview Square Mall, and Minges Creek Mall—aim to reimagine future land use in ways that align with both the community’s vision and the interests of landowners. Each area is strategically located along key vehicle corridors and is adjacent to the Brickyard Creek Trail.

The study of these three areas focused on how their proximity to existing assets could guide and influence optimal future land use, fostering stronger connections within the community and enhancing the area’s overall potential.



1 Lakeview Square Mall

Located north of Beckley Road and south of the I-94/ M-66 interchange, the Lakeview Square Mall site encompasses about 58 acres of the original mall building, parking lots, and various outlot buildings fronting the Beckley Road corridor.



2 Minges Creek Mall

Located south of Beckley Road and fronting Whitmark Drive, this nearly 52 acre area of big box retail and expansive parking lots presents an opportunity to focus new development near Brickyard Creek.

3 North Capital Avenue

Located north of the I-94/Capital Avenue interchange, this area features auto-oriented restaurants, motels, and strip shopping centers and can be made more appealing through streetscape and green infrastructure enhancements.



1. LAKEVIEW SQUARE MALL

The redevelopment concept of Lakeview Square Mall aims to enhance both environmental and economic outcomes for the site.

Currently, the mall features a mix of successful, thriving tenants alongside vacant spaces. The plan is to create individual “front doors” for the active tenants while demolishing the interior corridors, the former Sears space, and the northern section of the mall.

Parking on the south side will be preserved to accommodate future outbuilding developments. The additional space on the north side offers potential for a pedestrian walkway, as well as the possibility of multifamily housing and a hotel.

To address flooding issues on the west side of the site, Brickyard Creek will be daylighted, transforming the area into an outdoor natural amenity that will serve both residents and pedestrians.



KEY CONSIDERATIONS OF LAKEVIEW SQUARE

- Strategic partial demolition of the mall to preserve anchor tenants and provide “front doors”
- Align residential program adjacent to Brickyard Creek and green space
- Locate multi-family and hotel to create placemaking opportunities and a pedestrian walk as a social gathering place for residents and visitors
- Preserve parking lot adjacent to Beckley for future outbuilding development

BUILDING TYPOLOGIES

- Residential
- Hotel
- Retail
- Existing Area of Mall



IMAGE ABOVE
CONCEPTUAL AERIAL
FOR LAKEVIEW SQUARE MALL

2. MINGES CREEK MALL

The redevelopment concepts of Minges Creek Mall aims to transform its underutilized parking lots into a vibrant, pedestrian-friendly community.

This housing development will capitalize on existing assets, such as Brickyard Creek and Trail, nearby established neighborhoods, and surrounding commercial amenities, fostering seamless integration with the area’s infrastructure.

In conjunction with the Lake View Mall development, these projects are expected to add approximately 250 new housing units to Battle Creek.

Two development scenarios—Option A and Option B—were evaluated to explore various opportunities and optimize the project’s potential.

KEY CONSIDERATIONS OF OPTION A

- Promote lower density multifamily typologies, including townhomes, fourplexes and cottage courts - providing alternate housing choices for the local market at a variety of price points
- Maintain all existing retail on the parcels
- Utilize Whitmark as the primary N/S vehicle drive, add a secondary drive along the retail parking
- Connect to existing multifamily on the South edge of the parcels

HOUSING TYPOLOGIES




-  Townhouses
-  Fourplex
-  Cottage Courts

IMAGE RIGHT
CONCEPTUAL SITE PLAN
FOR OPTION A





IMAGE ABOVE
CONCEPTUAL AERIAL
FOR MINGES CREEK MALL OPTION A

2. MINGES CREEK MALL

The redevelopment concepts of Minges Creek Mall aims to transform its underutilized parking lots into a vibrant, pedestrian-friendly community.

This housing development will capitalize on existing assets, such as Brickyard Creek and Trail, nearby established neighborhoods, and surrounding commercial amenities, fostering seamless integration with the area's infrastructure.

In conjunction with the Lake View Mall development, these projects are expected to add approximately 250 new housing units to Battle Creek.

Two development scenarios—Option A and Option B—were evaluated to explore various opportunities and optimize the project's potential.

KEY CONSIDERATIONS OF OPTION B

- Relocated Whitmark to allow for townhouses to look over Brickyard Creek Trail
- Demolish existing ABC Warehouse
- Provide square footage for an neighborhood amenity (Ex: daycare facility, community center, outdoor sports courts)
- Connect to existing multifamily on the South edge of the parcels

HOUSING TYPOLOGIES

- Townhouses
- Fourplex
- Cottage Courts
- Neighborhood Amenity

IMAGE RIGHT
CONCEPTUAL SITE PLAN
FOR OPTION A





EXISTING
RETAIL

NEIGHBORHOOD
AMENITY

COMMUNITY
PARK

STREET
PARKING

PORCHES
FACING BRICKYARD

IMAGE ABOVE
CONCEPTUAL AERIAL
FOR MINGES CREEK MALL OPTION B

3. NORTH CAPITAL AVENUE

North Capital Avenue would benefit from stabilizing the existing commercial buildings, coupled with the advantages offered by the proposed street design improvements.

An opportunity for development could involve transforming the existing Country Inn and Suites into multi-family housing, enhancing the area’s residential options while contributing to the revitalization of the corridor.

KEY CONSIDERATIONS FOR NEW DEVELOPMENT

- Targeted development to include apartment buildings, with accompanying site improvements, open spaces, and retail spaces integrated along North Capital Avenue.
- Where feasible, new developments should be oriented to face the street, with parking located behind the buildings to enhance pedestrian access and street-level activity.

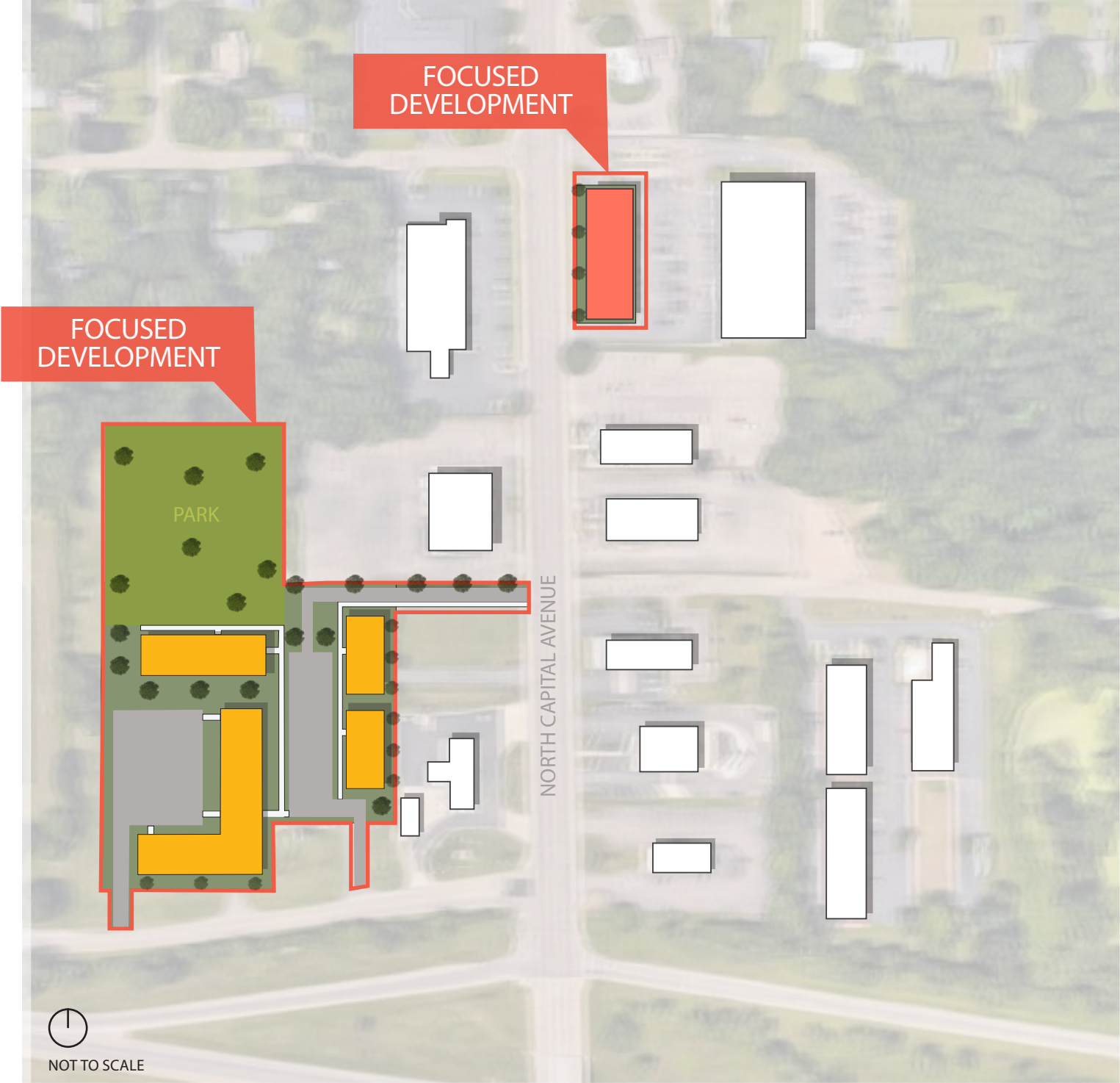


IMAGE ABOVE
CONCEPTUAL SITE PLAN
OF NORTH CAPITAL AVENUE

BUILDING TYPOLOGIES

- Residential
- Retail



STREET
TREES

MIDBLOCK
CROSSWALK

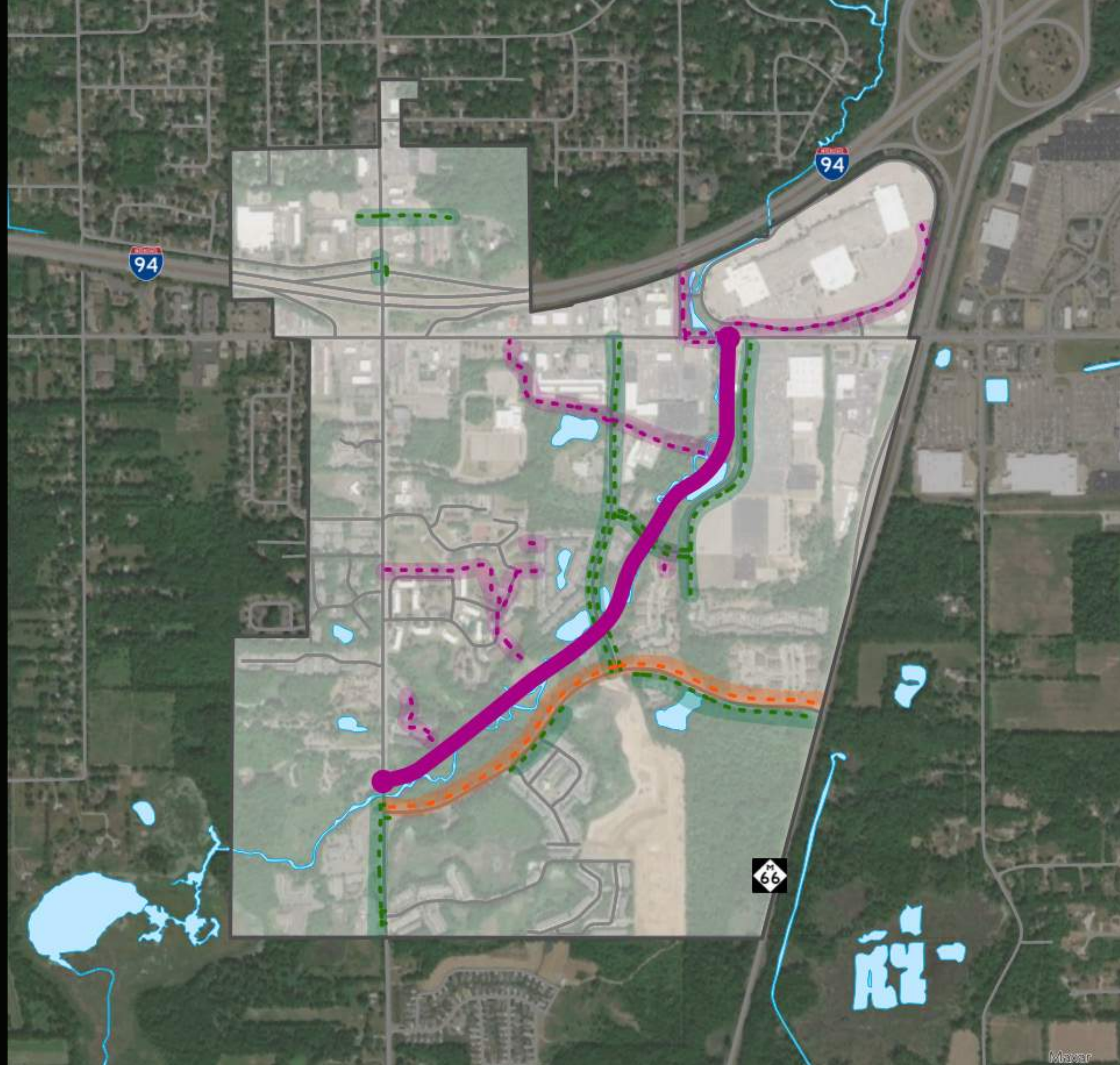
REDUCED
TO 3 LANES

WIDER
PEDESTRIAN
ZONE

IMAGE ABOVE
PROPOSED CONCEPTUAL DESIGN OF
NORTH CAPITAL AVENUE LOOKING NORTH

PROPOSED NON-MOTORIZED NETWORK

Using the Brickyard Creek Trail as a spine, the Lakeview District can be connected through a mixture of sidewalks, bike lanes, and non-motorized trails. Coupled with investments in transit infrastructure, this non-motorized network can create alternatives to driving within the Lakeview District.



Sidewalks



On-Street Bicycle Facilities



Non-Motorized Trails



Brickyard Creek Greenway



The proposed non-motorized network seeks to improve pedestrian and cycling mobility through the Lakeview District by utilizing appropriate infrastructure solutions in appropriate locations.

Sidewalks - Sidewalks are proposed in areas where existing pedestrian demand likely exists and are oriented around improving connections along larger roadways such as Capital Avenue, Minges Creek Place, or Heritage Oak Lane.

On-Street Bicycle Facilities - These are mostly focused on streets where existing capacity far exceeds the roadway's traffic volumes, making on-street bicycling infrastructure feasible. Glenn Cross Drive is the primary example of an ideal location for these facilities.

Non-Motorized Trails - These are largely 10-12-foot shared use pathways that are used as off-street pedestrian connectors. These can link the Lakeview Square Mall, separate apartment complexes, and other areas to the Brickyard Creek Trail.

Brickyard Creek Greenway - Currently the Brickyard Creek Linear Trail, this trail can be enhanced with better lighting, improved crossing infrastructure, playgrounds, and other amenities. This elevates the trail into the "Lakeview District's backyard" and connects the district together.

Consistent with Battle Creek's 2023 Non-Motorized Plan

Proposed Paths

Path Type

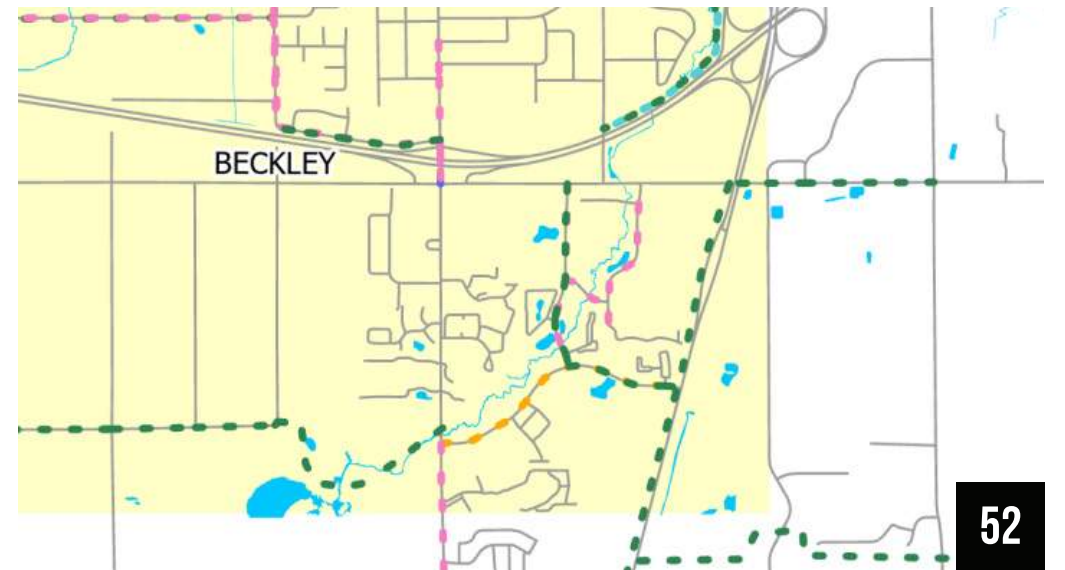
- Bike Lane
- Buffered Bike Lanes
- Multi-use Path
- Paved Shoulder

- Protected Bike Lanes
- Shared Use Trail
- Sidewalk
- Wide Paved Shoulder
- Widen Sidewalk

Right: Lakeview District Area Map in 2023 Battle Creek Non-Motorized Plan

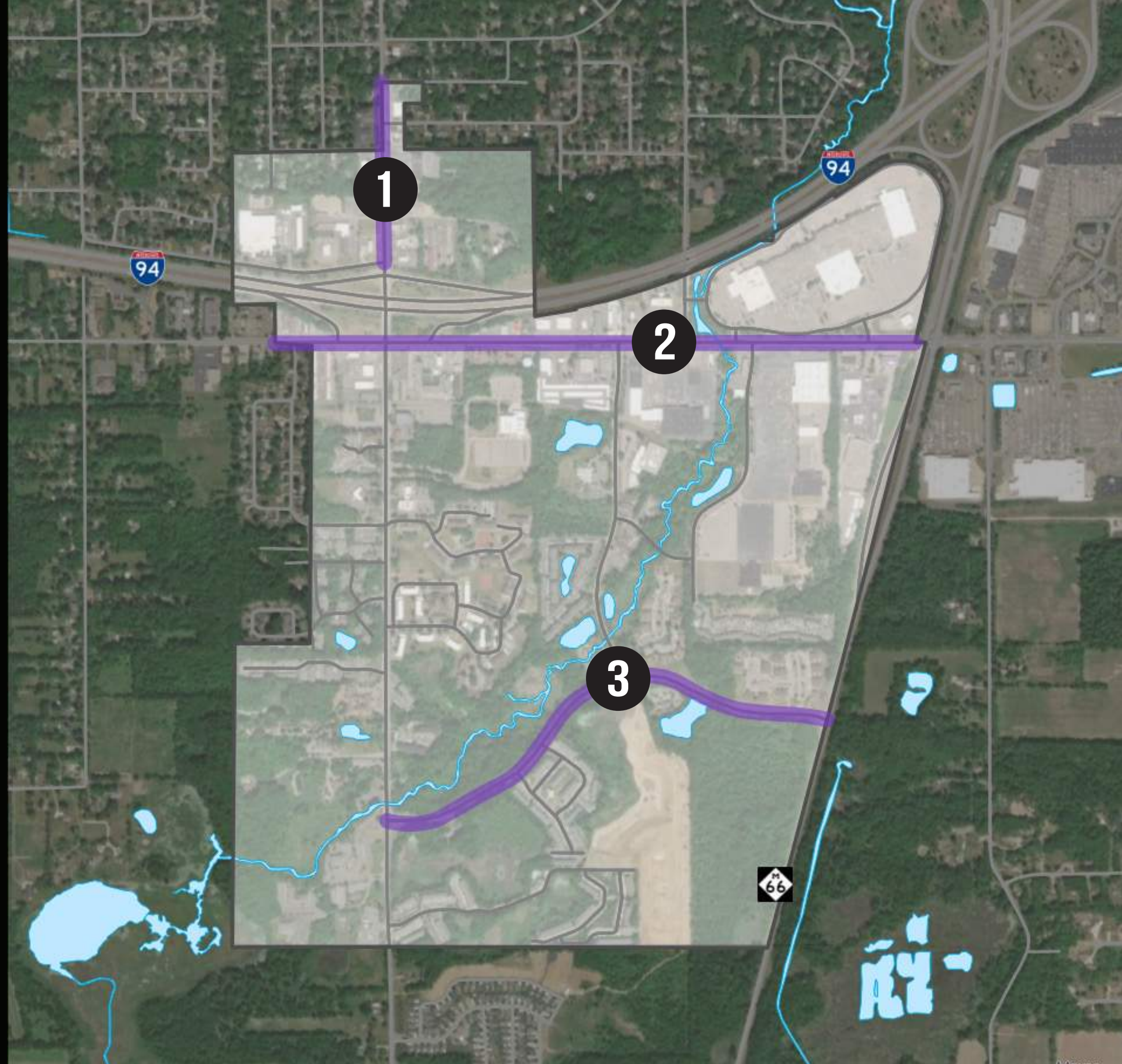
Transit Facilities

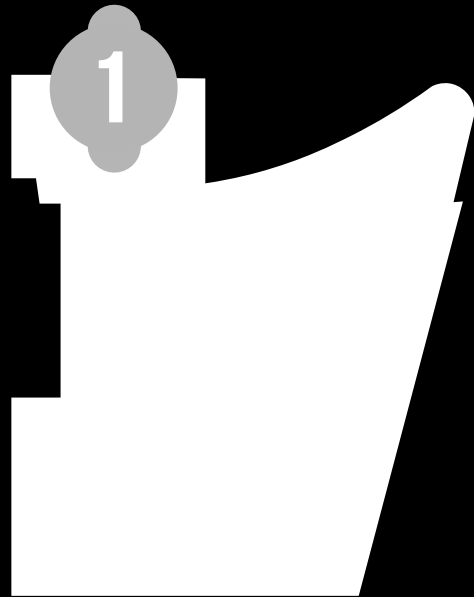
As was mentioned on page 22, the Capital Avenue - Beckley Road bus route is the busiest in the Battle Creek Transit system. To make riding transit more comfortable and appealing, the Lakeview District can partner with Battle Creek Transit on improving transit stops within the area - particularly at key destinations such as along Capital Avenue, Lakeview Square Mall, and Minges Creek Mall. These can include better signage and shelters to protect those waiting for buses as well as shield them from the elements.



PROPOSED STREET DESIGN

As the district's roadway infrastructure ages and requires replacement, opportunities to "right size" roadways abound. This contributes to making these environments more appealing and safer for pedestrians while maintaining traffic flows through these major corridors.





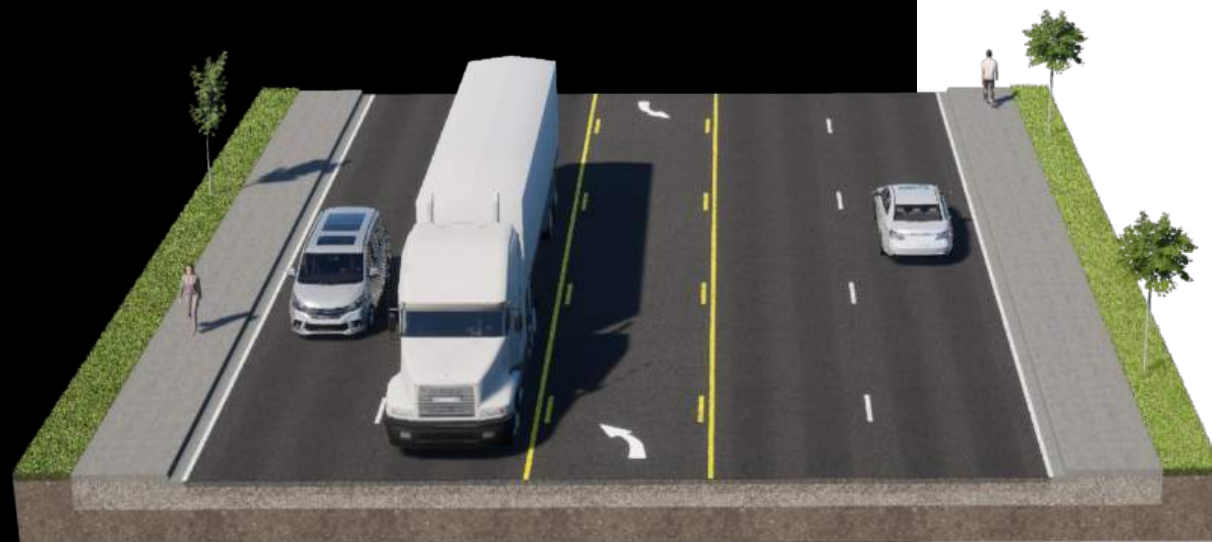
CAPITAL AVENUE

Capital Avenue provides north-south connectivity for trips to and from residential areas in Battle Creek to commercial destinations along Beckley Road. Parallel to Riverside Drive and I-194, Capital Avenue carries approximately 12,000 vehicles per day and widens from three lanes to five between Rebecca Road and Beckley Road. Although there are continuous sidewalk facilities on both sides of the road, the pedestrian experience is significantly impacted by the width of the road and limited available right-of-way. Sidewalks are located immediately adjacent to the road and are frequently interrupted by utility poles, signage, and other infrastructure, making walking or biking along Capital Avenue uncomfortable and potentially dangerous for those with mobility impairments. Crossings are provided at signalized intersections, although the crossing at the I-94 interchange is uncomfortable due to high-speed traffic, while the nearest controlled crossing is almost a mile away.

Traffic volumes along Capital Avenue are not sufficiently high to justify the capacity afforded by a five lane cross-section, and the excessive space and high traffic speeds it encourages do not fit within the local context of low-density development flanked by landscaping and other natural features.



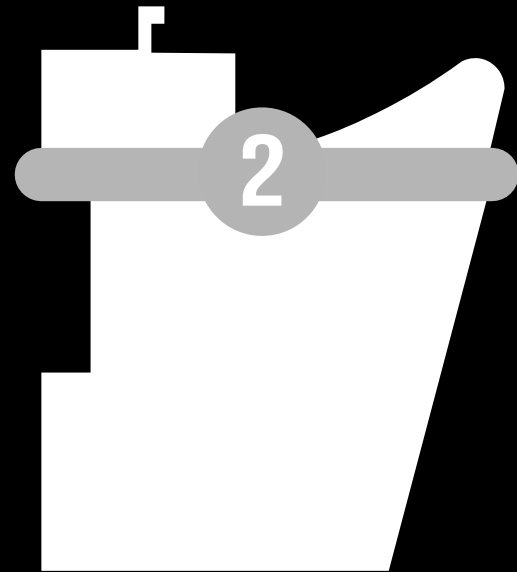
Capital Avenue: Existing vs. Proposed Cross-Sections



Existing Conditions



Proposed Conditions



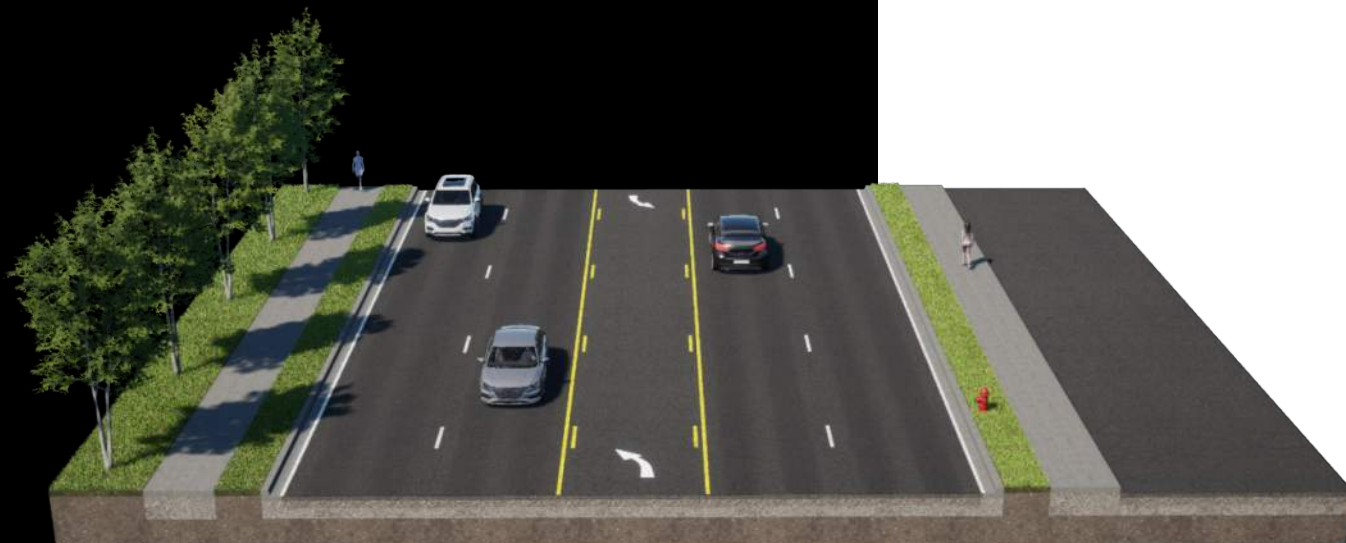
BECKLEY ROAD

Beckley Road is the primary east-west route for trips within the southern Battle Creek region. Connecting low-density residential development to the east and west to auto-centric commercial destinations near the M-66 intersection, Beckley Road carries approximately 17,000 vehicles per day with two lanes of through traffic in each direction and a center turn lane. The corridor features sidewalks of varying condition, with opportunities for crossing provided at signalized intersections. Controlled intersections are often spaced up to a half mile apart. Due to the relatively high traffic volumes and speeds, pedestrian and bicyclist activity, and driveway density, the corridor experiences a high frequency of traffic collisions, with over 500 crashes occurring in the last five years. Several crashes resulted in serious injuries, with one involving a pedestrian who was struck while attempting to cross the street.

Because of the lack of connectivity in the southern Battle Creek region, most trips to and through the subarea are completed along Beckley Road. This reliance on the corridor for local connectivity, as well as operations at the major intersection of Beckley Road and M-66, has created a perception of significant congestion within the local community. Although existing and future traffic volumes are within the feasible range of a lane reduction, recommended improvements to the corridor are instead intended to address community concerns and safety outcomes by making traffic flow more smoothly and efficiently.



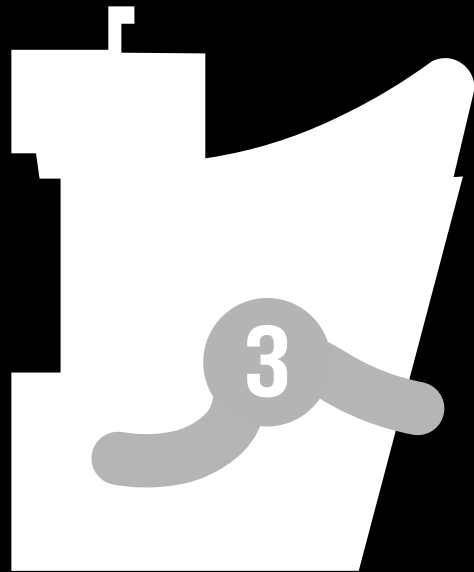
Beckley Road: Existing vs. Proposed Cross-Sections



Existing Conditions



Proposed Conditions

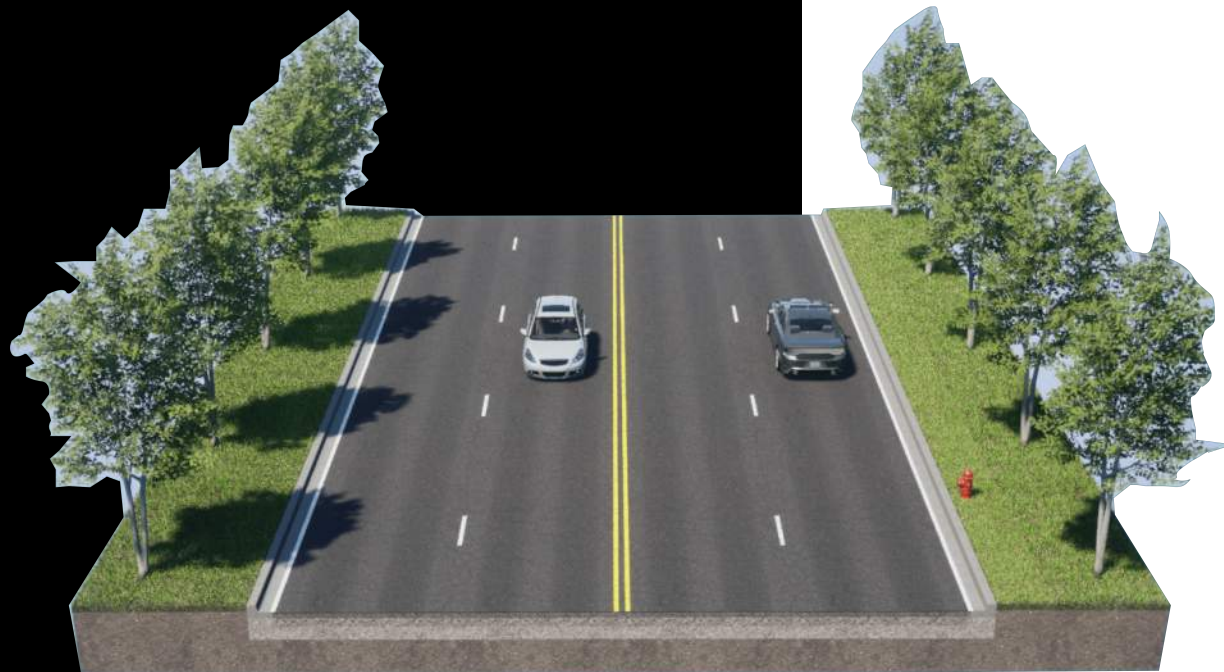


GLENN CROSS DRIVE

Glenn Cross Road serves as an alternate east-west route for trips between M-66 and Capital Avenue. Conversations regarding the extension of Glenn Cross Drive to the west of Capital Avenue are ongoing, which would enhance its ability to accommodate east-west trips to the subarea, rather than through. Glenn Cross Drive features four through lanes for vehicles, with an incomplete sidewalk network to the south of the roadway. Designated opportunities for crossing are not provided at any location along Glenn Cross Road. Glenn Cross Road carries approximately 3,200 vehicles per day, despite featuring a vehicular capacity of approximately 20,000 vehicles per day.



Glenn Cross Drive: Existing vs. Proposed Cross-Sections

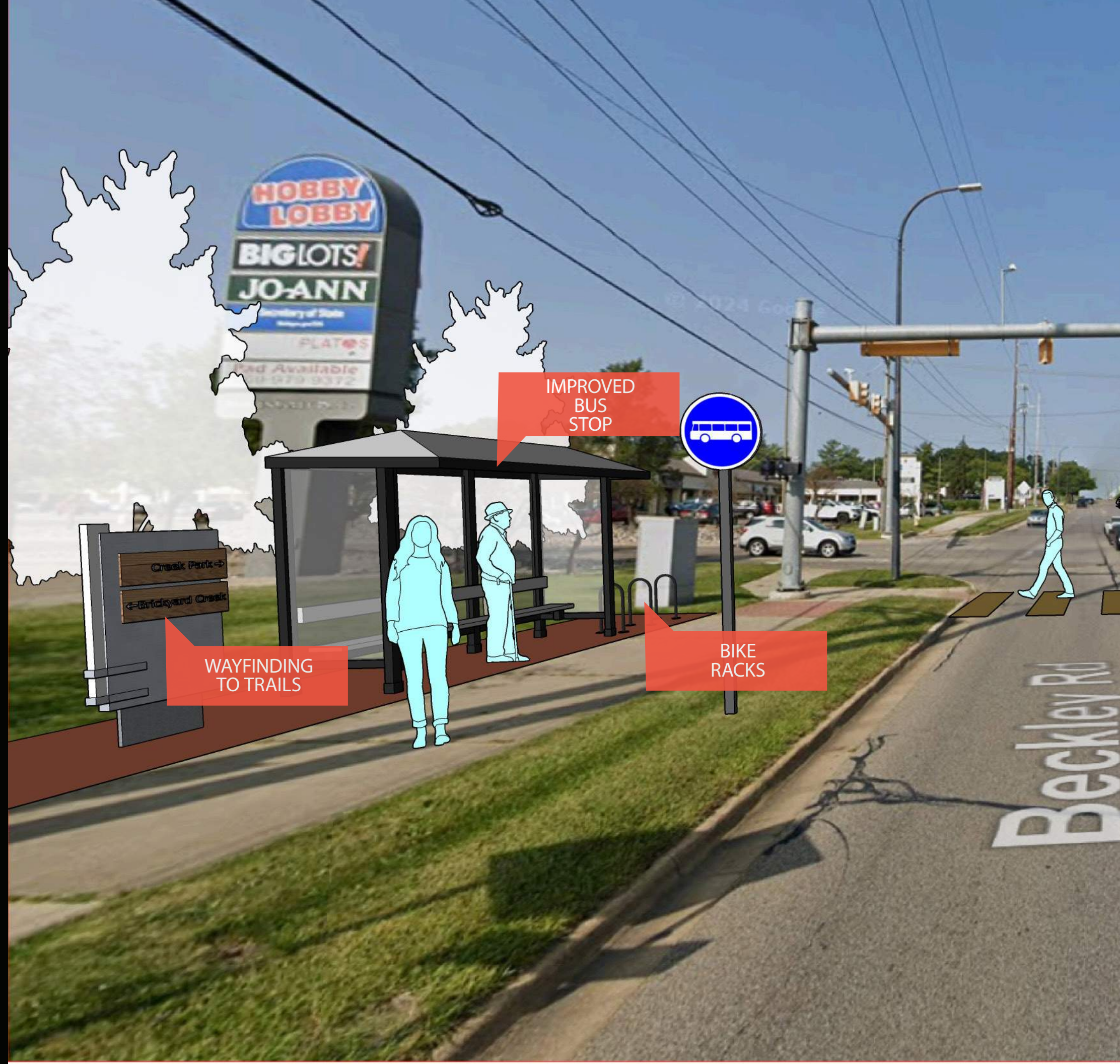


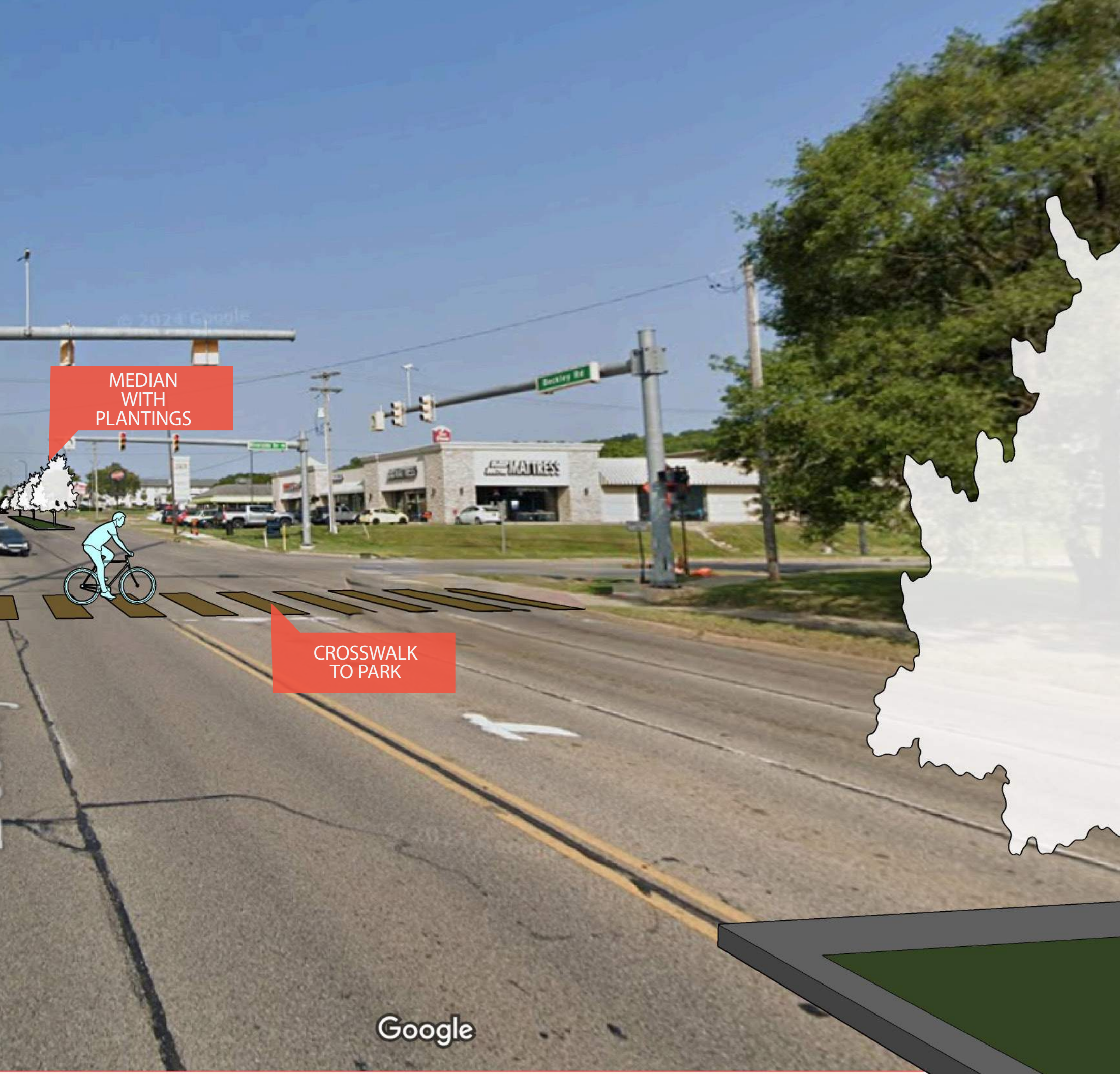
Existing Conditions



Proposed Conditions

EXAMPLE OF IMPROVED RIVERSIDE DRIVE PEDESTRIAN CROSSING





MEDIAN
WITH
PLANTINGS

CROSSWALK
TO PARK

Google



4 IMPLEMENTATION



IMPLEMENTATION

In the first sections of this plan, we’ve identified the challenges of the district’s existing conditions and created visionary yet attainable plans for what the future of the district might look like. In this section, we focus on how to make the vision a reality.

The implementation strategy for the Lakeview District integrates green infrastructure, placemaking, and the alleviation of car dependence using a structured approach that prioritizes tangible actions. This strategy leverages the Lakeview Downtown Development Authority (LDDA) as a primary driver for districtwide improvements while targeting environmental sustainability, community vibrancy, and increased opportunities for people to get around by means other than the car.

Strategies Are Created With the Plan’s Three Themes in Mind...



PLACEMAKING

Foster vibrant, attractive, and functional public spaces. Focus on compact redevelopment.



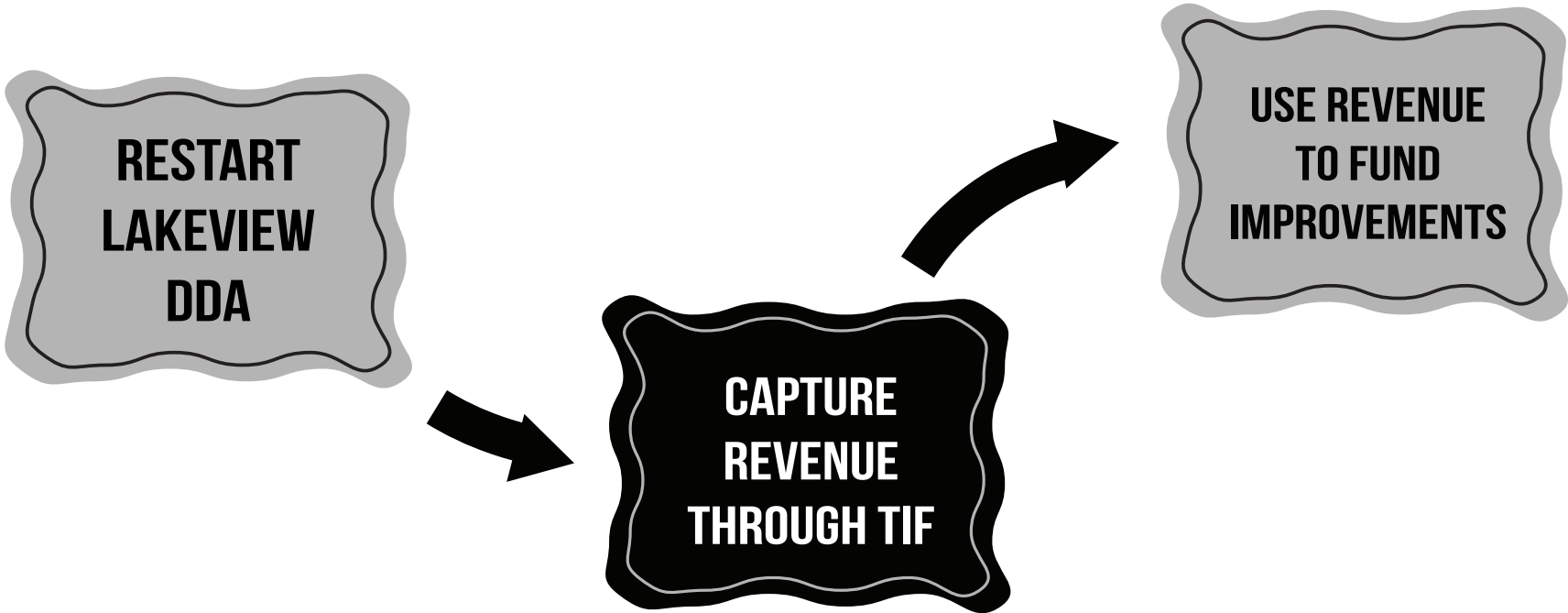
GREEN INFRASTRUCTURE

Enhance environmental sustainability through water management, green spaces, and environmental restoration.



REDUCING CAR DEPENDENCE

Transition from car-centric infrastructure to multimodal transportation systems that prioritize walking, biking, and transit.

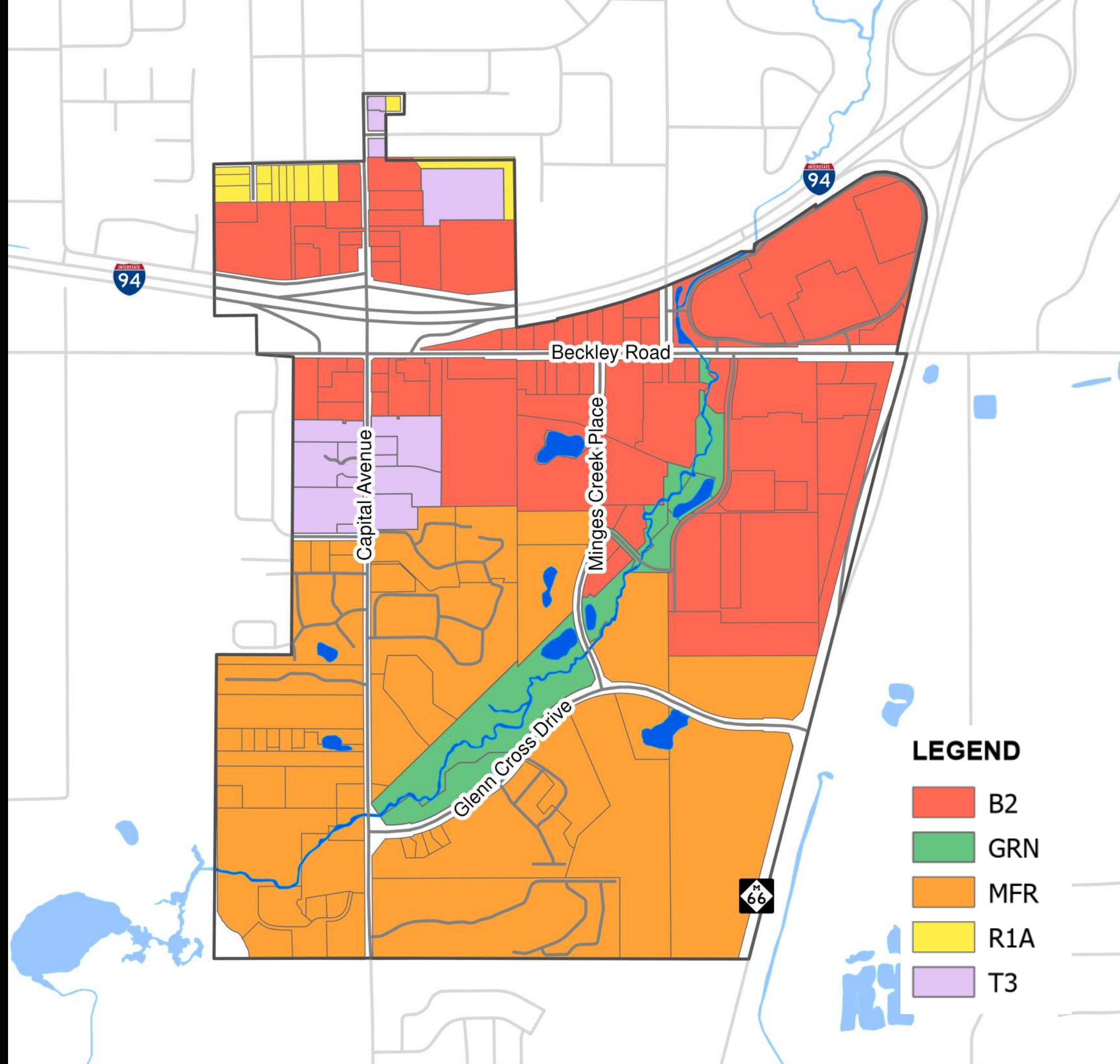


First Steps: Implementation Matrix

Project	Description	Lead	Funding Sources	Next Steps
LDDA Tax Increment Financing	Amend the LDDA development and TIF Plan to restart tax increment captures from City, County, and Kellogg Community College	City staff liaison to LDDA	General Fund	1) Create new DDA Plan and go through approval process 2) Confirm capture amount with taxing jurisdictions
Zoning Reform	Amend City zoning code to support this Plan's strategies	City staff	General Fund; Grant Funding	See following section
Development Incentive Materials	Create an incentive sheet that explains available incentives for redevelopment within the LDDA	City staff	General Fund	See following section
Reinhabitation	Utilize quick, pop-up style events to activate and test out redevelopment in the LDDA	LDDA consultants + City Staff	LDDA Tax Capture	1) Work with property owners to pick a site for activation 2) Celebrate a "parking day" or similar event that brings entertainment, games, and/or food vendors for the day
Tactical Road Design	Utilize quick, pop-up style road redesign materials to test out road improvements	LDDA consultants + City Staff	LDDA Tax Capture	1) Measure current road use for all users 2) Work with City to determine location for tactical road changes 3) Set out road changes for period of time to measure traffic flow, pedestrian use, and other changes
Submit Prioritized Road and Pedestrian Upgrades to BCATS	Use funding from BCATS to support suburban retrofitting, calming traffic, and creating infrastructure for people walking, biking, and rolling.	City Staff + BCATS Staff	BCATS; Grant Funding	1) Coordinate with BCATS on developing budget request 2) Prioritize road redesign and pedestrian improvements

ZONING REFORM

- Re-purpose B2 zoning district to provide for creative re-use and reinvestment in suburban commercial corridors.
- Enhance the B2 zoning district to align with plan goals and retitle the district T6 Regional Commercial District.
- Allow Special Land Use (SLU) requests to be heard and approved only by the Planning Commission. A SLU approval is an administrative function, not a legislative one and therefore City Commission involvement is not necessary. Due to the political nature of being in front of an elected body, decisions tend to be less predictable for applicants. This creates a sense of increased risk and therefore serves as a deterrent to development.
- Incorporate the T-6 district into form-based standards in Section 1250.04. Review the relevant form standards to determine applicability to the district.
- Extend the Proposed T-6 district over the remainder of the Beckley Road Corridor area. See technical memo for additional changes.
- Add Flexibility to the Ordinance to reduce parking requirements, or utilize waivers and other bonuses to reduce parking through shared parking agreements and proximity to transit.
- Relax standards for non-conformities to encourage the use of underutilized properties that may not comply with all zone district requirements.



Development Policies and Incentives

Due to the current housing and construction markets, suburban retrofitting requires intensive subsidies in the State of Michigan, and Battle Creek’s Lakeview District is no exception. In general, these incentives work to support mixed-income housing development, redevelopment of underutilized lots, and the support of traditional downtowns or major corridors, all of which are present here. The following briefly describes incentives that can currently be used for redeveloping the targeted sites within the Lakeview District.

Tax Increment Financing

The Michigan State Housing Development Authority (MSHDA) Housing Tax Increment Financing (TIF) program facilitates housing development by enabling communities to capture local and state property tax revenue increases generated by new housing projects. This program provides a financing tool for affordable and market-rate housing, supporting mixed-income developments and addressing local housing needs. Eligible projects include rental and owner-occupied housing, with a focus on promoting equity and long-term affordability. The City’s Brownfield Redevelopment Authority would partner with MSHDA to approve TIF plans, fostering collaboration in urban revitalization and neighborhood improvement.

Brownfield Redevelopment Program

The state’s traditional Brownfield Program leverages Tax Increment Financing (TIF) to fund redevelopment of contaminated, obsolete, or blighted properties. Administered by the Michigan Economic Development Corporation, it supports activities like demolition, site preparation, and infrastructure improvements. Local Brownfield Redevelopment Authorities manage projects, facilitating urban revitalization and economic development statewide.

The Transformational Brownfield Plan Program works similarly, however tax captures are different, as they can also include construction period tax capture; property tax capture; income tax capture; withholding tax capture; and sales and use tax capture. Because the City of Battle Creek’s population is above 50,000, these projects require a minimum of \$50 million in investments to be eligible.

Low Income Housing Tax Credits

Other common incentives from the state include a variety of grants and low interest loans from MSHDA and the MEDC. These programs fill the gap for housing developments that otherwise do not work financially for the developer based on the housing market and the cost to develop the project, and typically require a mix of incomes. Many of these grants, especially from the MEDC, prioritize urban revitalization, for which the targeted redevelopments within the LDDA would be eligible.

MSHDA and MEDC Grants

Other common incentives from the state include a variety of grants and low interest loans from MSHDA and the MEDC. These programs fill the gap for housing developments that otherwise do not work financially for the developer based on the housing market and the cost to develop the project, and typically require a mix of incomes. Many of these grants, especially from the MEDC, prioritize urban revitalization, for which the targeted redevelopments within the LDDA would be eligible.

Other Long-Term Strategic Actions

Theme #1: Green Infrastructure

Strategy 1.1: Reclaim and Revitalize Brickyard Creek at the former Sears site to improve water quality and create public green space.

Implementation: The first step will be to acquire the Sears. To do this, leverage state and federal brownfield funds, collaborate with the County Drain Commission, and explore state and federal grant programs. Brownfield redevelopment funds can reimburse demolition while the City can partner with a developer to increase possible tax capture from a new development.

Benchmark: Meriden Green, Meriden, CT.



Strategy 1.2: Modernize Stormwater Infrastructure by acquiring private retention and detention pond systems and upgrading them for public management.

Implementation: Incentivize owners to transfer infrastructure ownership by integrating it into broader redevelopment programs.

Implementation: Pursue partnerships with local organizations and apply for grants to fund improvements.



Strategy 1.3: Create a regional stormwater district to plan for and manage stormwater infrastructure projects within the Lakeview District.

Implementation: Develop a regional stormwater plan.

Implementation: Consider implementing a stormwater credit system that allows development to defer on-site stormwater management in favor of larger regional stormwater improvements.

Strategy 1.4: Pursue state and federal grant opportunities.

Implementation: Collaborate with the Calhoun County Drain Commissioner on regional stormwater improvement initiatives.

Implementation: Explore grant opportunities for stormwater improvement initiatives.





Other Long-Term Strategic Actions (Continued)

Theme #2: Placemaking

Strategy 2.1: Activate Brickyard Trail by transforming it into a vibrant community centerpiece with lighting, signage, trailheads, and amenities.

Implementation: Partner with local businesses (e.g., Taco Bell sponsorship) and seek funding through the LDDA and grants. Consider establishment of a “friends of” organization to support maintenance and ongoing improvements.

Benchmark: Ascension Hospital trail network, Novi, MI.



Strategy 2.2: Incentivize private investment by establishing an LDDA incentive program for redevelopment, leveraging tools like MEDC Redevelopment Ready Communities and local tax credits.

Implementation: Create clear policies and educate property owners about available resources.

Benchmark: Mt. Pleasant, MI Mission/Pickard DDA programs.

Strategy 2.3: Expand public green spaces by enhancing public amenities at sites like Helen Warner Library and Dubois Cemetery and repurposing the Beckley Road water tower site if decommissioned.

Strategy 2.4: Support the installation of EV charging stations.

Implementation: Review city policies and zoning ordinances to ensure that EV stations are easily accessible and fit within the context of the LDDA.

Strategy 2.5: Rebrand the Lakeview District including logo, wayfinding signage, and other marketing materials to support local businesses and residents.



Other Long-Term Strategic Actions (Continued)

Theme #3: Reducing Car Dependence

Strategy 3.1: Redevelop Streetscapes by redesigning roadways (e.g., Capital Avenue, Beckley Road, Glen Cross Road) to include bike lanes, wider sidewalks, and pedestrian amenities.

Implementation: Collaborate with Battle Creek Transportation Study (BCATS) to secure funding and develop designs that align with multimodal goals.

.....

Strategy 3.2: Integrate housing with non-motorized infrastructure by connecting residential areas like the Arbors of Battle Creek to key destinations via easements and non-motorized pathways.

Implementation: Utilize DDA funding and negotiate easements with property owners.

.....

Strategy 3.3: Reduce surface parking by converting underutilized surface parking into development-ready parcels or green space.

Implementation: Work with private property owners to facilitate redevelopment.

.....



For Additional Information, Contact:

City of Battle Creek Planning & Zoning

10 N Division Street
Battle Creek, MI 49014

Phone

(269) - 966 - 3320

Plan Developed By:

Progressive Companies

- Jason Ball
- Matthew Boelkins
- Eric Kehoe
- James Kilborn
- Lauren Pedigo
- Carrie Rivette

City Explained, Inc.

Matt Noonkester

The Chesapeake Group, Inc.

Howard Kohn

**CITY OF BATTLE CREEK
PLANNING COMMISSION
10 North Division, Battle Creek, MI 49014
Minutes for February 26, 2025**

MEETING CALLED TO ORDER: By Commissioner Hughes at 4:00 p.m.

ATTENDANCE: Roll call was taken.

Comm. Hughes, present
Comm. Godfrey III, present
Comm. O'Donnell, present
Comm. Gray, present
Comm. Morris, present

Comm. Denison, present
Comm. Moton, present
Comm. White, absent
Mayor Behnke, present

Staff Present: Melody Carlsen, Administrative Assistant, Darcy Schmitt, Planning Supervisor, Marcel Stoetzel, Deputy City Attorney.

APPROVAL OF MINUTES: December 18, 2024.

**MOTION MADE BY COMMISSIONER GODFREY TO APPROVE THE DECEMBER 18, 2024
MEETING MINUTES. SECONDED BY COMMISSIONER GRAY.**

ROLL VOTE: Commissioner Hughes asked everyone in favor to signify by saying "aye".

ALL IN FAVOR, NONE OPPOSED, MOTION APPROVED.

CORRESPONDENCE: None.

ADDITIONS/DELETIONS: None.

PUBLIC HEARINGS/DELIBERATIONS:

Chairperson Hughes feels there is no conflict of interest with the Rezoning of 80 N 20th Street but wanted to let the Commission know that he did list the property for sale in 2018/2019. Commissioner Hughes has had not any type of affiliation with the property since.

- A. **REZONING- 80 N 20TH STREET:** Petition from Titus LLC, Michael Gothberg requesting the rezoning of property located at 80 N 20th Street, Battle Creek, MI 49015. The property located at 80 N 20th Street is currently zoned "R-1B Single-Family Residential District," and the applicant is requesting to be rezoned to "T-3 Neighborhood Commercial District" pursuant to Section 1281.01 of the zoning ordinance. Parcel #0611-35-673-0.

Staff Presentation: Darcy Schmitt gave the staff report for the Rezoning of 80 N 20th Street.

Applicant Presentation: Michael Gothberg and Cody Newman of Driven Design Studio were present to speak.

Questions by Commissioners:

Commissioner Godfrey asked if the Neighborhood Planning Council had any recommendation of approval or denial of this project.

Commissioner Gray inquired to the number of phone calls staff received from residence in the neighborhood.

Commissioner O'Donnell asked about the number of residential units that would be allowed under the proposed zoning, asked about traffic congestion with a large number of new residential units being added in the area.

Commissioner Hughes gave some context to Commissioner O'Donnell's question regarding the number of potential residential units under the new zoning and had a clarifying question regarding condition on a rezone.

Public Comments:

Mark Husa, of 145 Cameron Drive, expressed concerns with degrading the neighborhood with development at this location.

Rick Barnes, of 177 Cameron Drive, expressed concerns with the size of a housing complex and traffic and would like to see something that everyone could live with.

Chuck Cherney, of 41 Lynwood Drive, represented the owners of an adjoining parcel where there was an assisted living facility that burned down and senior housing next to the parcel in question. Had questions about a site plan and what can be build there, concerns with the retention pond and excess what drain off. Would like to see the item tabled until some questions are answered.

Sharon Heisler, of 173 Cameron Drive, expressed concerns about higher traffic and noise, retail spaces, would like to see a site plan and where buildings would be placed.

Chris Humphrey, of 604 Eldred Street, asked what could be done about adding sidewalks on both sides of Eldred Street.

Discussion:

Commissioner Gray inquired to any time lines or deadlines that would have to be met that should be considered and if the applicant would be open to a lower number of units on the parcel.

Commissioner Hughes asked the applicant could calculate their economics and present some scenarios. Concern with the not knowing what could happen with long term uses.

Commissioner O'Donnell would like to see a spark in the area to revitalize the area.

MOTION WAS MADE BY COMMISSIONER GODFREY TO APPROVE THE REZONING OF 80 N 20TH STREET, SECONDED BY COMMISSIONER O'DONNELL.

A ROLL VOTE WAS TAKEN: NONE IN FAVOR, ALL OPPOSED, MOTION DISAPPROVED FOR THE REZONING AT 80 N 20TH STREET.

OLD BUSINESS: None.

NEW BUSINESS:

A. Election of Officers

MOTION WAS MADE FOR BY COMMISSIONER MORRIS TO NOMINATE COMMISSION HUGHES AS CHAIRPERSON, SECONDED BY COMMISSIONER O'DONNELL.

MOTION MADE BY COMMISSIONER GODFREY TO KEEP THE CURRENT SLATE OF OFFICERS IN POSITION. SECONDED BY COMMISSIONER MOTON.

ROLL VOTE WAS TAKEN: ALL IN FAVOR, NONE OPPOSED. MOTION APPROVED.

B. Send Lakeview District-Corridor Plan to City Commission:

Staff Report: Darcy Schmitt gave a report.

Presentation: Eric Kehoe was present to speak and answer questions from Commissioners.

Questions from Commissioners:

Mayor Behnke inquired to if there would be any recommendations of acquisition of current properties, what is driving new restaurants in that area, and if there would be any auto dealerships in the future, inquired to the older hotels and if we would see a continuation of new hotels in the area.

Commissioner O' Donnell had a question about the Beckley Road traffic and what the changes would be.

Commissioner Gray inquired to the conversations with the mall owner and current retail owners.

MOTION WAS MADE BY MAYOR BEHNKE TO APPROVE SENDING THE LAKEVIEW DISTRICT-COORIDOR PLAN TO THE CITY COMMISSION, SECONDED BY COMMISSIONER MORRIS.

ROLL VOTE: Commissioner Hughes asked everyone in favor to signify by saying "aye".

ALL IN FAVOR, NONE OPPOSED, MOTION APPROVED.

COMMENTS FROM THE PUBLIC: None.

COMMENTS FROM COMMISSION MEMBERS AND STAFF: None.

ADJOURNMENT: Commissioner Hughes adjourned the meeting at 5:43 pm.



Resolution

NO. 85

A Resolution seeking authorization for a change order to contract #2025-030B for Parking Structures improvements project with RAM Construction Services of Michigan, Inc., for painting the Hamblin tower stairwells in a not-to-exceed amount of \$121,749.00.

BATTLE CREEK, MICHIGAN - 3/4/2025

Resolved by the Commission of the City of Battle Creek:

That the City Manager or their designee is authorized to execute a change order to contract #2025-030B for painting the Hamblin side stairwell in a not-to-exceed amount of \$121,749.00, which will be funded by the Downtown Development Authority and paid from GL 248.60.2274.971.040.

Battle Creek City Commission
3/4/2025

Action Summary

Staff Member: Christine Huff, Purchasing Agent

Department: Purchasing

SUMMARY

A Resolution seeking authorization for a change order to contract #2025-030B for Parking Structures improvements project with RAM Construction Services of Michigan, Inc., for painting the Hamblin tower stairwells in a not-to-exceed amount of \$121,749.00.

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

Resolution #582 dated 11/12/24 approved contract #2025-030B with RAM Construction Services, Inc., in an estimated amount of \$961,887.00, with unit prices prevailing for parking structure repairs. That work will consist of repairs on critical or high priority structural, waterproofing, and facades at various parking structures, and is scheduled to be completed by this spring. The majority of specified work is located at the Hamblin Avenue and Jackson Street parking structures with only minor work specified at the Michigan

Avenue parking structure.

That resolution has a provision for change orders up to 10% (\$96,188.70) for unforeseen field conditions not itemized in the scope of work. This 10% is adequate for this majority of this work, and no change orders against the 10% have occurred. The painting of the stairwells will be paid by the DDA and will not count against that authorized 10% contingency, which is still reserved for the original contract.

After work started on the site, it became apparent that the stairwells would need repainting, as well.

It made sense to have the contractor who is completing the work on site provide this service under their contract, subject to the prevailing wages and covered by their performance bond and insurance. RAM is overseeing, scheduling, and coordinating the work, which will be done Schweitzer, Inc, working as RAM's subcontractor.

Prior to the decision to have the contractor already on site do the work, John Hart at the DDA asked ABM to obtain some vendor quotes. Those ranged from \$85,900 to \$124,750. However, those quotes did not include the prevailing wages requirement or bonding, so those prices would be higher.

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name	Description
❏ John_Hart_memo.pdf	John Hart memo
❏ RAM_quote_to_paint_the_stairwells.pdf	RAM quote for stairwells



CITY OF BATTLE CREEK

SMALL BUSINESS DEVELOPMENT OFFICE



MEMO

TO: Chris Huff – Purchasing Agent

FROM: John Hart – Small Business Development Director

DATE: 02/24/25

RE: Painting Stairwells in the Hamblin Parking Garage

Chris Huff:

As you are aware, Ram Construction Services Inc. is under contract to complete critical waterproofing, structural, and façade repairs at the Hamblin, Jackson, and Michigan Parking Garages in the 2025 construction season.

The scope of the work to be completed is of high priority. The estimated cost of the work is \$961,887. The majority of the work is to take place at the Hamblin Garage.

Prior to engaging Ram Construction Services Inc., the Engineering Department hired consultants to evaluate the garages immediate, short, and long term needs. With the assistance of the City Managers Office (SBDO), ABM, and the DDA, our Engineering Department, together with the consulting engineers determined the priority of the work items to complete in 2025.

In anticipation of the opening of the Double Tree Hotel, it became apparent that the Hamblin Garage stair towers connected to and serving the guests at the hotel and arena needed rehabilitation.

The work was not included in the scope of work or budget of Rams existing contract.

We requested ABM to seek estimates and we received four ranging from \$85,900 – \$124,750. These estimates did not include prevailing wage or bonding requirements.

The DDA agreed to fund this work separately from the existing Ram contract.

Ram has since submitted an estimate at \$121,749, which includes the prevailing wage and bonding requirements.

We would like to move forward with executing a contract with Ram to complete the subject rehabilitation of the Hamblin Garage stair towers.

Thank you for your assistance.

John J. Hart

PAINTING OF THE TWO TOWER STAIRWELLS AT THE HAMBLIN PARKING GARAGE

February 18, 2025

RAM Construction Services

Labor Bid Items

1	Scraping and spot priming of areas of loose paint on walls throughout to prepare for finish painting.	X
2	Rust neutralizer *see below (not needed)	
3	Scraping, grinding, wire-wheeling/brushing of steel components of stairs including stringers, risers, bottoms of stairs and handrails to prepare for finish painting.	X
4	Scraping, grinding, wire-wheeling/brushing of steel window frames to prepare for finish painting.	X
5	Skid Additive added to paint for concrete	X
6	Yellow Skid Tape at Edges of Landings	X
7	Sanding and minor prep work of all doors/frames to prepare for finish painting.	X
8	Apply caulking as necessary to window frames, stairs and walls to fill minor cracks and voids.	X
9	Apply (2) finish coats of paint to masonry walls throughout. Color to be white.	X
10	Apply (2) finish coats of paint to entire steel components of stairs including stringers, risers, bottom of stairs and handrails. Color to be black.	X
11	Apply (2) finish coats of paint to all doors, frames and window frames. Color to be black.	X
12	Prep and paint floors with Amerlock 600 2 part epoxy.	X
13	Use MAC poxy 646 HARD B Paint.	X
14	Heat Included for Winter Painting (spring application, not needed)	
15	Warranty	12 Months
	Cost	\$121,754

* Sherwin Williams stated that rust neutralizer was not necessary for this Epoxy based paint. A solution is applied before painting that will do essentially the same thing.

This work is governed by the prevailing wages and bonding requirement in the larger Contract #2025-080B



Resolution

NO. 86

A Resolution seeking acceptance of the lowest responsive, responsible bid for Brigden East and Emmett Township Tank Rehabilitation project from L and T Painting Company Inc., in a not-to-exceed amount of \$186,680.00.

BATTLE CREEK, MICHIGAN - 3/4/2025

Resolved by the Commission of the City of Battle Creek:

That the lowest responsive, responsible bid for Brigden East and Emmett Township Tank Rehabilitation project is accepted from L and T Painting Company Inc., in a not-to-exceed amount of \$186,680.00. The City Manager is authorized to execute Contract No. 2025-075B, which will be paid from 591.23.5887.801.010 – Water System.

The City Manager or their designee is also authorized to approve change orders for up to 10% in aggregate for City-initiated and pre-approved changes for unforeseen field conditions that are not itemized in the contract.

Battle Creek City Commission

3/4/2025

Action Summary

Staff Member: Christine Huff, Purchasing Agent

Department: Purchasing

SUMMARY

A Resolution seeking acceptance of the lowest responsive, responsible bid for Brigden East and Emmett Township Tank Rehabilitation project from L and T Painting Company Inc., in a not-to-exceed amount of \$186,680.00.

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

The solicitation was issued January 28, 2025, for the above-mentioned project.

The Brigden East Reservoir is a 5,000,000-gallon water storage reservoir with a diameter of 115 ft. 6 inches and a high-water level of 65 ft. 6 inches located at the corner of Foster Ave. and Eldred St. in Battle Creek, MI. Work will be for the contractor to high pressure water clean and spot power tool clean; apply a 3-coat epoxy urethane system; install of sidewall manway; and replace dry interior flight fixtures as an allowance.

The Emmett Twp Spheroid is a 500,000-gallon spheroid elevated water storage tank with a high-water level of 107 ft. located at 14800 11 Mile Rd. in Battle Creek, MI. Work will be for the contractor to high pressure water clean and spot power tool clean; apply a 3-coat epoxy urethane system. For the foundation: water clean, apply 2-coat epoxy system; install supports at painter's rail butt joints; repair condensate drain line; verify expansion joint; install rigging lug; replace dry interior light bulbs.

Copies of the IFB were provided to all contractors and construction plan houses registered in our online vendor registration system. Construction companies and the trades subscribe to planhouses to be aware of all jobs being bid around the region. In addition, an advertisement was placed on the City's website and the Battle Creek Shopper. Bid responses were due on January 20, 2025, and they were submitted to our online secure website, and read aloud via Zoom.

A bid tabulation is attached.

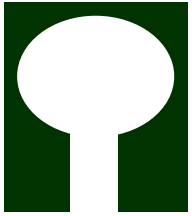
The bids were reviewed by Tad McCrumb, City of Battle Creek Civil Engineer, and Eric Binkowski, consultant engineer at Dixon Engineering. A recommendation was made to accept the lowest, responsive, responsible bid as mentioned above. I concur with the department's recommendation that contract award to this firm would be in the best interest of the City of Battle Creek. All the standard contract protections are in place.

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name	Description
❏ Dixon_Engineering_letter.pdf	Dixon Engineering memo
❏ 2025-075B_Bid_Tabulation_Brigden_East_and_Emmett_Twp_Water_Tower_Rehab.xlsx	Bid tab
❏ 2025-075B_Brigden_East_and_Emmett_Twp_Tank_Rehab_COMPLETE.pdf	Invitation for Bid
❏ 2025-075B_Battle_Creek_Drawings.pdf	Drawings
❏ Tad_McCrumb_Engineering_Dept_support_memo.pdf	Tad McCrumb Engineering Dept Support Memo



DIXON

**ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY**

1104 Third Avenue
Lake Odessa, MI 48849
Telephone: (616) 374-3221
Fax: (616) 374-7116

February 20, 2025

Mr. Tad McCrumb
City of Battle Creek
150 S. Kendall St.
Battle Creek, MI 49037

Subject: 2025-075B 2025 East Brigden and Emmett Twp Water Tower Rehab Project –
Recommendation for Award

Dear Mr. McCrumb:

Dixon Engineering has reviewed the bids submitted for the cleaning, repairing, and painting of the East Brigden and Emmett Twp elevated water storage tanks and recommends award to the low bidder, L&T Painting of Shelby Township, Michigan.

The bidding was competitive with 10 bids submitted. The two lowest bids were separated by 7% and the lowest bid was 25% below the average of the lowest 5 bids. The contractors submitting bids ranged in size from owner operated local companies to national firms. Along with L&T, the four of the five lowest bids received were from the State of Michigan contractors.

L&T Painting., has successfully completed many similar projects in scope and size. The company's recent projects include repainting elevated water tanks for the Cities of Parchment MI, Centerville IN, Medina, OH along with the City's 2023 Gethings Rd tank rehabilitation project.

If you have any questions regarding our recommendation, please contact me at (616) 374-3221, Ext. 309.

FOR DIXON ENGINEERING, INC.,

Eric Binkowski
Project Manager

Bid Tabulation
2025 East Brigden and Emmett Twp Water Tower Rehab Project
2025-075B

Reservoir											
Item	Description	L&T Paining Inc	Fedewa Inc	E&L Contractors, Inc	Midwest Tank Management, LLC	L.C. United Painting Co, Inc	Viking Painting, LLC	Seven Brothers Painting, Inc	George Kountoupes Painting Company	Maguire Iron, Inc.	D and Six Sons Painting LLC
1	Sidewall Manway	\$11,000.00	\$9,000.00	\$8,800.00	\$10,000.00	\$11,000.00	\$14,500.00	\$8,900.00	\$12,000.00	\$15,000.00	\$9,000.00
2	Exterior Overcoat	\$108,000.00	\$120,000.00	\$160,000.00	\$198,800.00	\$238,500.00	\$209,400.00	\$239,700.00	\$250,000.00	\$224,500.00	\$270,000.00
3	Light Fixture Allowance of \$3000	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Subtotal Reservoir:		\$122,000.00	\$132,000.00	\$171,800.00	\$211,800.00	\$252,500.00	\$226,900.00	\$251,600.00	\$265,000.00	\$242,500.00	\$282,000.00

Spheroid											
Item	Description	L&T Paining Inc	Fedewa Inc	E&L Contractors, Inc	Midwest Tank Management, LLC	L.C. United Painting Co, Inc	Viking Painting, LLC	Seven Brothers Painting, Inc	George Kountoupes Painting Company	Maguire Iron, Inc.	D and Six Sons Painting LLC
1	Condensate Drain Line Repair	\$180.00	\$3,500.00	\$800.00	\$1,500.00	\$700.00	\$5,400.00	\$1,500.00	\$500.00	\$4,500.00	\$2,000.00
2	Painter's Railing Stand-Offs	\$1,500.00	\$4,000.00	\$2,400.00	\$3,500.00	\$1,500.00	\$7,900.00	\$4,500.00	\$1,500.00	\$7,500.00	\$4,000.00
3	Exterior Overcoat	\$63,000.00	\$60,000.00	\$74,000.00	\$92,250.00	\$74,300.00	\$99,000.00	\$142,100.00	\$85,000.00	\$105,500.00	\$199,900.00
Subtotal Spheroid:		\$64,680.00	\$67,500.00	\$77,200.00	\$97,250.00	\$76,500.00	\$112,300.00	\$148,100.00	\$87,000.00	\$117,500.00	\$205,900.00

GRAND TOTAL: **\$186,680.00** \$199,500.00 \$249,000.00 \$309,050.00 \$329,000.00 \$339,200.00 \$399,700.00 \$352,000.00 \$360,000.00 \$487,900.00



TABLE OF CONTENTS

NOTICE TO BIDDERS.....3

SECTION I - SPECIAL INFORMATION FOR BIDDERS5

SECTION II – OFFER TO CONTRACT 11

SECTION III - CONTRACTOR'S BID FORMS 13

SECTION IV - CONTRACTOR'S CONTRACT FORMS 18

SECTION V - SPECIAL CONDITIONS24

SECTION VI – PREVAILING WAGES 27

SECTION VII - SPECIFICATIONS33

**CITY OF BATTLE CREEK, MICHIGAN
NOTICE OF INVITATION FOR BIDS
Brigden East and Emmett Twp. Tank Rehab
IFB # 2025-075B**

IFB DUE DATE and TIME: February 20, 2025, at 2:00 pm local time **BIDS MUST BE SUBMITTED ELECTRONICALLY.**

BID SUBMITTAL: Bids must be submitted electronically as ONE PDF. **DO NOT EMAIL BIDS.** Submittal at: <http://battlecreekmi.gov/230/Bid-Proposal-Solicitations> then follow the link for Bids and Proposals Solicitations, which will take you to the VendorRegistry page. You may also email purchasing@battlecreekmi.gov for links. Click on the notice for this project, then click submit bid. You must be a registered vendor (quick and no charge) in order to submit a bid. You may withdraw your bid at any time before the due date/time. To withdraw your electronic bid, click "submit bid" again and you will see the link to withdraw. All bids will be publicly opened and read aloud via Zoom, details listed in IFB in VendorRegistry. Upload your bid and bonds TOGETHER as ONE PDF (not multiple uploads).

PROJECT DESCRIPTION: The City of Battle Creek will accept sealed bids for the Brigden East and Emmett Twp. Tank Rehab project.

The Brigden East Reservoir is a 5,000,000-gallon water storage reservoir with a diameter of 115 ft. 6 inches and a high-water level of 65 ft. 6 inches located at the corner of Foster Ave. and Eldred St. in Battle Creek, MI. Work will be high pressure water clean and spot power tool clean; apply a 3-coat epoxy urethane system; install of sidewall manway; and replace dry interior flight fixtures as an allowance.

The Emmett Twp Spheroid is a 500,000-gallon spheroid elevated water storage tank with a high-water level of 107 ft. located at 14800 11 Mile Rd. in Battle Creek, MI. Work will be high pressure water clean and spot power tool clean; apply a 3-coat epoxy urethane system. For the foundation: water clean, apply 2-coat epoxy system; install supports at painter's rail butt joints; repair condensate drain line; verify expansion joint; install rigging lug; replace dry interior light bulbs.

PRE-BID CONFERENCE: N/A	PLANHOLDERS LIST: https://vrapp.vendorregistry.com/Vendor/Selection/Subscription/Selection?buyerSource=battle-creek-mi-vendor-registration
	FUNDING: This project has NO federal or state funding. All project funding is provided by the City of Battle Creek.
TECHNICAL QUESTIONS OR SITE VISITATION: Tad McCrumb 269-966-3355 Ext 1872	PREVAILING WAGES: Required for this project. See attached wage rates at the end of this document. Contractor shall abide by all the requirements set forth in Section 208.09, PREVAILING WAGES ON CITY PROJECTS, of the City's Administrative Code.
BID SUBMITTAL QUESTIONS: Email: Purchasing@battlecreekmi.gov	
BID BOND: Each bid must be accompanied by a standard form bid bond, made payable to the City of Battle Creek, in an amount of not less than five (5%) percent of the base bid submitted. Failure of any accepted bidder to enter into a contract for the work will cause forfeit of the bid security. We do not accept certified checks in lieu of bid bond.	IFB ISSUE DATE: January 28, 2025
	PERFORMANCE/LABOR/MATERIALS BONDS: The accepted bidder will be required to furnish a satisfactory performance bond and labor/materials payment bond, each in an amount equal to 100% of the contract and insurance certificate upon forms acceptable to the City.

NOTICE TO BIDDERS

1. BID SUBMISSION:

- A. Bids must be submitted in complete original form submitted through our secure online portal by registered vendors: please visit <http://battlecreekmi.gov/230/Bid-Proposal-Solicitations> and click on Bid & Proposal Solicitations or email purchasing@battlecreekmi.gov for links.
- B. Bids will be accepted via the method listed until the time and date specified herein, and immediately after will be publicly opened and read aloud electronically, and the link will be published with the solicitation, or you may email purchasing@battlecreekmi.gov for the online link if you want to attend. The prevailing clock shall be VendorRegistry.com.
- C. Late bids will not be accepted and the online system will automatically shut off at exactly the specified time.
- D. All bids submitted in response to this invitation shall become the property of the City and be a matter of public record available for review.

2. PREPARATION OF BIDS:

- A. If a unit price or extension already entered is to be altered, it shall be crossed out and initialed by the bidder.
- B. The bid shall be legally signed on the OFFER TO CONTRACT page and the complete address of the bidder given thereon.
- C. The City is exempt from Federal Excise and State Sales Taxes, and such taxes shall not be included in bid prices

3. SIGNATURES: All bids, notifications, claims and statements must be signed by an individual authorized to bind the bidder.

- (a.) CORPORATIONS: Signature of official shall be accompanied by a certified copy of the resolution of the Board of Directors authorizing the individual signing to bind the corporation.
- (b.) PARTNERSHIPS: Signature of one partner shall be accompanied by a certified copy of the power of attorney authorizing the individual signing to bind all partners. If all partners sign bid no authorization is needed.

4. REJECTION OR WITHDRAWAL: Submission of additional terms, conditions or agreements with the bid document is grounds for deeming a bid nonresponsive and may result in bid rejection. The City reserves the right to reject any or all bids and to waive any informalities and minor irregularities defects in bids. Bids may be withdrawn in person by a bidder, or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date and time.

5. AWARD: The bid will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the City, price and other factors considered. Unless otherwise specified in this IFB, the City reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of the City. Any bidder who is in default to the City at the time of submittal of the bid shall have their bid rejected. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City, shall be deemed non-responsive and the offer rejected.

In evaluating bids, the City of Battle Creek shall consider the qualifications of the bidders, and where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, the City may conduct such investigations as the City deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications and financial ability of the bidders to fulfill the contract.

6. CONTRACT: A response to an IFB is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's IFB. Bids do not become contracts unless and until they are executed by the City, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions are modified by an IFB addendum or amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

7. BID RESULTS: A bid tabulation will be posted on the City's website and will also be on file and available for review after contract award in the Purchasing Department.

8. CHANGES AND ADDENDA TO BID DOCUMENTS: Each change or addendum issued in relation to this bid document will be on file in the Office of the Purchasing Agent. In addition, to the extent possible, copies will be

mailed to each person registered as having received a set of bid documents. It shall be the bidder's responsibility to make inquiry as to changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the office of the City Purchasing Agent.

- 9. SPECIFICATIONS:** Unless otherwise stated by the bidder, the bid will be considered as being in accordance with the City's applicable standard specifications, and any special specifications outlined in the Bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City, and should not be construed as excluding bids on other types of materials, equipment and supplies. However, the City does reserve the right to specify a sole brand, with no brand substitutions allowed. The bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. The City reserves the right to determine if equipment/product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this bid, may be considered non-responsive. The City reserves the right to disregard any conflicting terms and conditions submitted by the contractor and hold the contractor to the submitted bid price. Contractors are strongly encouraged to not submit anything with their bid that is not specifically requested in this solicitation.
- 10. DELIVERY:** Bids shall include all charges for mobilization, delivery, packing, crating, containers, etc. Prices bid will be considered as being based on F.O.B. Delivered, freight included.
- 11. INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS:** All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. (Inquiries received that are not made in a timely fashion may or may not be considered).
- 12. CURRENCY:** Prices calculated by the bidder shall be stated in U.S. dollars.
- 13. PURCHASE ORDER:** The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent as evidenced by a purchase order.
- 14. CERTIFICATION:** By signature in the offer section of the Offer and Acceptance page, bidder certifies:
- A The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.
 - D. The bidder hereby certifies that the firm will abide by the COPELAND ANTI-KICKBACK ACT, Title 18, U.S.C. June 25, 1948, Section 874, Kickbacks from Public Employees.
- 15. DEFINITIONS:**
- "CITY" - The City of Battle Creek.
 - "CITY UNIT" - The department of the City that intends to use the resulting contract.
 - "CONTRACTOR" - The bidder whose proposal is accepted by the City.

SECTION I - SPECIAL INFORMATION FOR BIDDERS

1. General Contract Specification

All sections contained or referenced in this Invitation for Bid shall become a material part of the contract.

2. Order Of Precedence

The plans and specifications shall be considered to be one complete document and what is called for in one shall be considered as being called for in all. In the event that there is a conflict between the parts, the following order of precedence shall govern:

- Addenda to bidding documents
- The Contract Drawings
- The Contract Special Provisions
- The Contract Special Instructions
- The Contract Special Conditions
- The Contract Specifications

3. Registration Requirements for Contractors

All bidders, including General Contractors and Specialty Contractors, shall hold or obtain such Contractors or Business Licenses as required State and Local statutes.

4. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

5. Unit Price

When the Bid for the work is to be submitted on a unit price basis, unit price Bids will be accepted on all items of work set forth in the Bid, except those designated to be paid for as a lump sum. The estimated quantities of work to be done is tabulated in the Bid and although stated with as much accuracy as possible, are approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. Payment to the Contractor will be made on the measurement of the work actually performed by the Contractor as specified in the Contract Documents. Unit prices will prevail in event of discrepancy and in bid tabulations.

6. Liquidated Damages

Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Unless otherwise provided in the Special Conditions, the Contractor will pay to the City for the liquidated damages and not as penalty **five hundred dollars (\$500.00)** for each calendar day of delay in finishing the work in excess of the time specified for completion, plus any Contractor will pay the City for the liquidated damages herein before mentioned are in lieu of the actual damages arising from such breaches of this contract; which said sums the City shall have the right to deduct from any monies in its hands, otherwise due, or to become due, to said Contractor or to sue for and recover compensation or damages for nonperformance of this Contract at the time stipulated herein and provided for. The attention of bidders is directed to the provisions and the General Conditions of contract requiring the Contractor to pay for all excess cost of field engineering and inspection as therein defined.

7. Listing of Subcontractors

Failure to list subcontractors and major suppliers, where feasible, may be cause for rejection of the Bidder's Bid as non-responsive.

8. Non-collusion:

By signing the Offer to Contract, the bidder, by its officers and authorized agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way, directly or indirectly entered into any arrangement or agreement with any other bidder or with any public officer of such City of Battle Creek, Michigan, whereby such affidavit or affiants or either of them has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affidavit or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears on the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

9. Contractor's Insurance

- a. The Contractor shall at the time of execution of this contract, file with the City the Certificate of Insurance, which shall cover all of the insurance as required herein, including evidence of payment of premiums thereon, and the policy or policies or insurance covering said City and their officers, agents and employees. Each such policy and certificate shall be satisfactory to the City. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from all operations under this Contract. The contractor shall maintain insurances in force at all times during the term of this agreement at the minimum amounts and types as indicated.

<u>Coverage Afforded</u>		<u>Limits of Liability</u>
Workers' Compensation:		\$ 100,000 or statutory limit
Commercial General Liability:	Bodily Injury	\$1,000,000 each occurrence
(including XCU if appropriate)	Property Damage	\$1,000,000 each occurrence
	or Combined Single Limit	\$2,000,000
Automobile Liability:	Bodily Injury	\$ 300,000 each person
	Liability	\$ 500,000 each occurrence
	Property Damage	\$ 500,000
	or Combined Single Limit	\$ 500,000

The City of Battle Creek and Dixon Engineering, Inc., shall be listed as an additional insured on general liability coverage, and shall be provided with a Certificate of Insurance that reflects this additional insured status. A 30-day notice of cancellation or material change shall be provided to the City and so noted on the Certificate of Insurance. All certificates and notices shall be sent to City of Battle Creek, 10 N. Division, Suite 216, Battle Creek, MI 49014.

10. Vendor Evaluation: Experience with the City shall be taken into consideration when evaluating responsibility of the vendor.
11. Permits: Contractor shall secure all necessary permits to complete the work as described in this IFB. **These costs shall be included in the bid price.**
12. Bid Protest Procedure: Protests about the bid procedure must be in writing. This written protest must be received by the City of Battle Creek, located at 10 N. Division, Suite 216, Battle Creek, MI 49014. This written protest must be received by the City no later than ten (10) working days after notification to all bidders of the contract award decision. The City of Battle Creek must issue its written decision no more than ten (10) business days from the day the written protest was received.

If a protester thinks that the City of Battle Creek has not followed these protest procedures, the protester has ten (10) business days from the alleged infraction to file a subsequent protest with the City of Battle Creek City Manager or federal granting agency if applicable.
13. FEDERAL TERMS AND CONDITIONS
For federally funded projects, federal terms and conditions are hereby incorporated as a material part of this contract. In cases of conflict between terms in this agreement, the federal terms shall prevail.
14. OTHER FEDERAL COMPLIANCE: Contractor shall comply with Copeland Anti-kickback Act (18 U.S.C. 874); Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 USC 40 USC 3701-3708); Section 306 of the Clean Air Act (42 USC 7602, Air Pollution Prevention and Control); Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738, and EPA regulations (40 CFR, Part 15); and the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).
15. RECORD ACCESS: Contract shall grant access, if requested, by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor that are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions for federally funded projects.
16. RECORD RETENTION: Contractor shall retain all required records for three years after final payments and all other pending matters are closed.
17. CLEAN AIR ACT: Contractor shall comply with all applicable standards, orders, or requirements issued under Clean Air Act (42 U. S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. For federally funded contracts and subcontracts of amounts in excess of \$100,000 the contractor or subcontractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Agency (EPA).
18. ENERGY EFFICIENCY: Contractor shall maintain mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Contractors who bid for an award of \$100,000 or more for a federally funded project certify by signing the Offer to Contract that they have or will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
20. Debarment and Suspension (E.O.s 12549 and 12689) No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s

12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

21. Contract Work Hours and Safety Standards Act: all federally funded contracts in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
22. Davis-Bacon Act: as amended (40 U.S.C. 3141-3148: Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination as included in this Invitation for Bid. Contractors shall pay wages not less than once a week. Contractor shall not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which they are otherwise entitled.

TERMS AND CONDITIONS

1. **ACCIDENT PREVENTION:** The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all the damages to persons or property either on or off the site, which occur as a result of the contractor's fault or negligence in connection with the prosecution of the work. The safety provisions of applicable laws and OSHA standards shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the city may determine to be reasonably necessary.
2. **CONFLICTS AND OMISSIONS:** The intent of the contract documents is to provide everything necessary for the proper execution of the work. In case of conflict, the work shall not proceed until a decision has been agreed upon by all parties concerned. The City's decision shall be final.
3. **WORKING CONDITIONS:** The contractor shall conduct all work in accordance with all regulations governing the City Unit wherein the work is to be performed and with minimum possible interference with the proper functioning of the activities of the City Unit. Materials, tools, etc., shall be confined so as not to unduly encumber the premises.
4. **PRIOR EXAMINATION:** Contractor shall be familiar with local conditions affecting the job prior to submitting the bid. Contractor shall take their own measurements and be responsible for the correctness of same. Contractor shall be held to have made such examinations and no allowances will be made in their behalf by reason of error or omission on their part. If any part of the Contractor's work depends for proper results upon existing work or the work of another contractor, the Contractor, before commencing work, shall notify the Director in writing of any defects that will affect the results.
5. **OTHER CONTRACTS:** The City may let other contracts in connection with the work and the Contractor shall properly connect and coordinate their work with the work of such other contractors. The City shall not be liable for any damages or increased costs occasioned by the failure of other contractors or sub-contractors to execute their work as may be anticipated by these documents.
6. **INSPECTION:** Contractor shall at all times permit and facilitate inspection of the work by the City.
7. **CHANGES:** Contractor shall make changes in the contracted work only as ordered in writing by the City. The actual work performed under this contract may be increased 50% or decreased 25% from the approximate quantities set forth in the Schedule included herein. Work will be performed only based on written authorization from the City. The City reserves the right to include other similar projects in this contract over and above those mentioned in said tabulations within these limitations. If extra work orders are given in accordance with the provisions of this contract, such work shall be considered a part hereof and subject to each and all of its terms and requirements.
8. **GUARANTEE:** Contractor guarantees to remedy any defects due to faulty materials or workmanship, which appear in the work within one year from the date of final acceptance by the City.
9. **PROTECTION:** Contractor shall properly protect all new and existing structures from damage. Contractor shall comply with all safety rules and regulations as published by the Michigan Dept. of Labor, Bureau of Safety and Regulations.
10. **CLEAN-UP:** Contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by their employees or work and at the completion of the work they shall remove all their waste, tools, equipment, staging and surplus materials from the structure and grounds used by the contractor and leave work clean and ready for use.
11. **SAFETY RULES:** Contractor shall perform all work under this contract in conformance with the State of Michigan general safety rules and regulations for the construction industry, as set out or authorized by the Michigan Occupational Safety and Health Act, Public Act 154 of 1974, as amended.
12. **CANCELLATION:**

This agreement may be terminated for reasons of convenience or default.

 - a) Termination for Convenience: The City of Battle Creek may terminate this Agreement, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its costs, including Contract closeout costs and profit on work performed up to the time of termination. The Contractor shall promptly

submit its termination claim to be paid the Contractor. If the Contractor has any property in its possession belonging to or paid for by the City of Battle Creek, the Contractor will account for same, and dispose of it in the manner the City of Battle Creek directs.

- b) **Termination For Cause or Breach:** If the Contractor does not deliver the complete Project in accordance with this Agreement or if the Contractor fails to comply with any other provisions of the Agreement, The City of Battle Creek may terminate, revoke or rescind this Agreement for default. Termination, revocation or rescission shall be effected by serving notice on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the Contract price for the portions of the Project furnished, accepted, and found in compliance with the terms and conditions of this Agreement.

If it is later determined by the City of Battle Creek that the Contractor has an excusable reason for not performing, such as a strike, fire or flood, events which are not the fault of, or are beyond the control of the Contractor. The City of Battle Creek, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Termination, revocation or recession of this Agreement for default shall not affect or impair any rights or claims of the City of Battle Creek to damages for breach of any covenants of this Agreement by the Contractor. Further, should the Contractor fail to comply with the conditions of the Agreement or fail to complete the specified work or furnish the specified services as stipulated in the Agreement, the City of Battle Creek reserves the right to purchase on the open market, or to complete the required work at the expense of the Contractor and to pursue all other recoveries available to the City of Battle Creek under Michigan law.

- 13. SUBCONTRACTORS:** Bidders shall submit with the Bid any and all subcontractors to be associated with their bid, including the type of work to be performed. All subcontractors shall be bound by all of the terms, conditions and requirements of the bid/contract; however, the prime contractor shall be responsible for the performance of the total work requirements. Contractor must provide copies of licenses for subcontractors. No subcontractor will be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor and he will be held responsible for their work, which shall be subject to the provisions of the contract.

- The Contractor shall notify the Owner in writing of the names of all subcontractors he proposes to employ on the contract and shall not employ any subcontractors until the Owner's approval has been obtained.
- The Contractor agrees to be fully and directly responsible to the Owner for all acts and omissions of their subcontractors and of any other person employed directly or indirectly by the Contractor or subcontractors, and this contract obligation shall be in addition to the liability imposed by law upon the Contractor.
- Nothing contained in this Contract Documents shall create any contractual relationship between any subcontractor and the Owner. It shall be further understood that the Owner will have no direct relations with any subcontractor. Any such necessary relations between Owner and subcontractor shall be handled by the Contractor.
- The Contractor agrees to bind every subcontractor (and every subcontractor of a subcontractor, etc.) by all terms of the Contract Documents as far as applicable to the subcontractors' work unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner.

- 14. EMPLOYEES AND SUPERINTENDENCE:** Contractor shall enforce good order among their employees and shall not employ on the work site any disorderly, intemperate or unfit person or anyone not skilled in the work assigned to them. Contractor, or a competent person having authority to act for them, shall be at the work site at all times.

- 15. ASSIGNMENT OF CONTRACT:** The Contract may not be assigned in whole or in part except upon the written consent of the Owner. Any assignment agreement shall be subject to review and approval by the Owner.

- 16. DEBARMENT & SUSPENSION:** Debarment and Suspension (E.O.s 12549 and 12689) - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth in 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by

agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

17. DISPUTES

Except as otherwise provided in the Contract, any dispute concerning a questions of fact arising under the Contract that is not disposed of by agreement shall be decided by the City of Battle Creek's City Engineer who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the City Engineer shall be final, unless determined by a court of competent jurisdiction to have been fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute there under, the Contractor shall proceed diligently with the performance of the Contract and in accordance with City Engineer's decision.

This clause does not preclude consideration of law questions in connection with decision provided for in this clause, provided that nothing in this Contract shall be construed as making final the decision of any administrative official, representative or board on a question of law.

18. SUPPLEMENTAL SCHEDULE OF UNIT PRICES FOR CONSTRUCTION CHANGES

Where the Proposal Form requires a lump sum bid for a particular item (or items) and further requires bidder to submit a supplemental schedule of Unit Prices for possible construction changes in such item(s), the Owner may if it considers such Unit Prices reasonable include these prices in the Construction Contract. If the Owner considers such Unit Prices as unreasonable he may omit same from the Construction Contract.

Rejection at any time of such Unit Prices for Construction Changes as stated in the Proposal shall not otherwise affect the balance of the Proposal or Construction Contract.

SECTION II – OFFER TO CONTRACT

DATE: _____

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

The undersigned, as Bidder, declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; that they have carefully examined the location of the proposed work, the proposed forms of Agreement and Bonds, and the Contract Drawings and Specifications for the above designated work, all other documents referred to or mentioned in the Contract Documents, the Contract Drawings and Specifications, including Addenda issued thereto; and Contractor proposes and agrees if this bid is accepted that they will contract with the City of Battle Creek, Michigan, in the form of the copy of the Agreement included in these Contract Documents, to provide all necessary machinery, tools, apparatus, and other means of construction, including utility and transportation services necessary to do all the work and furnish all materials and equipment specified or referred to in the Contract Documents, in the manner and time therein prescribed and according to the requirements of the City of Battle Creek, Michigan, as therein set forth and to furnish the Contractor's Bonds and Insurance, and to do all other things required of the Contractor by the Contract Documents, and that they will take in full payment therefore the sums set forth BELOW;

Brigden Reservoir

Item	Item Description	Lump Sum
1	Reservoir Sidewall Manway	
2	Reservoir Exterior Overcoat	
3	Light Fixture Replacement (Allowance)	\$3,000.00

Emmett Spheroid

Item	Item Description	Lump Sum
4	Spheroid Condensate Drain Line Repair	
5	Spheroid Painter's Railing Stand-Offs	
6	Spheroid Exterior Overcoat	

GRAND TOTAL (Brigden Reservoir and Emmett Spheroid) \$ _____

Acknowledgement of addenda: _____; _____; _____; _____; _____; _____

BID CONDITIONS

The undersigned has carefully checked the attached Bidding Schedule against the Contract Drawings and Specifications and other Contract Documents before preparing this Bid and accepts the said quantities to be substantially correct, both as to classification and amount, and as correctly listing the complete work to be done in accordance with the Contract Drawings, Specifications and other Contract Documents.

BID SECURITY

Accompanying this bid is a **bid bond** in the amount \$ _____, which is 5% of the total base bid. We do not accept certified checks in lieu of bid bond.

COMPLETION

If awarded a contract under this Bid, the undersigned agrees to start work at the site **April 15, 2025** the undersigned further agrees to complete the project by **October 15, 2025**.

LIQUIDATED DAMAGES

Liquidated damages of **\$500.00** per calendar day will be assessed for failure to meet any deadline, as noted in the Project Specifications.

BIDDER'S SIGNATURE: Complete the applicable paragraph below.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder, and that our firm is not debarred from doing business under the Federal Excluded Parties List System (epls.gov).

I, the Contractor or Contractor's legally authorized signer, further certify compliance with the City of Battle Creek Ordinance Chapter 214, Discrimination Prohibited. I further acknowledge and agree that the Contractor's violation of Chapter 214 shall be a material breach of this contract. In addition, Contractor acknowledges and agrees that it shall be liable for any costs or expenses incurred by the City in obtaining from other sources, the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under the contract as a result of a material breach in the Contract for violations of Chapter 214.

(a) Corporation

The bidder is a corporation organized and existing under the State of _____, which operates under the legal name of _____, and the full names of its officers are as follows:

President: _____

Secretary: _____

Treasurer: _____

Manager: _____

(b) Co-Partnership

The bidder is a co-partnership consisting of individual partners whose full names are as follows:

(c) Individual

The bidder is an individual whose full name is _____ and, if operating under a trade name, said trade name is _____.

NAME: _____

ADDRESS: _____

CITY & STATE: _____

THIS BID OFFERED BY:

SIGNATURE: _____

NAME: _____

PHONE: _____

EMAIL: _____

ADDRESS: _____

(SEAL)

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

County of _____

Commission Expires: _____

SECTION III - CONTRACTOR'S BID FORMS

THESE FORMS MUST BE RETURNED WITH THE BID

TABLE OF CONTENTS

CONTRACTOR'S BID BOND

CORPORATION CERTIFICATE

SUBCONTRACTOR AND DBE FORM

STATEMENT OF EXPERIENCE OF BIDDERS

CONTRACTOR'S BID BOND

We, _____, (hereinafter called the "Principal"), and _____, (hereinafter called the "Principal"), and _____ hereinafter called the "Surety", a corporation chartered and existing under the laws of the State of _____, with its principal offices in the City of _____ and authorized to do business in the State of Michigan, are held and firmly bound unto the City of Battle Creek (hereinafter called the "Owner"), in the full and just sum of _____ Dollars (\$ _____) good and lawful money of the United States of America, to be paid upon demand of the Owner, to which payment shall be made, the Principal and Surety bind themselves, their heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the Owner, a Bid for furnishing all labor, materials, equipment and incidentals necessary to complete this contract.

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified bidder's check otherwise required to accompany this Bid.

NOW, THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the Principal shall, within ten (10) days after the date of receipt of a written notice of award of contract, execute a contract in accordance with the Bid and upon the terms, conditions and price(s) set forth therein, of the form and manner required by the Owner, and execute a sufficient and satisfactory contract performance bond payable to the Owner, and in an amount of One Hundred Percent (100%) of the total contract price in the form and with security satisfactory to said Owner, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid Owner, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

The Principal and Surety duly sign and seal on this _____ day of _____, 20____.

Principal

By: _____
(Seal)

Surety

By: _____
(Seal)

Countersigned: _____

CERTIFICATE TO BE EXECUTED

IF

CONTRACTOR IS A CORPORATION

I, _____, certify that I am the _____ of the Corporation named as Contractor hereinabove; that _____ who signed the foregoing Agreement on behalf of the Contractor was then the _____ of said Corporation; that said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

SUBCONTRACTOR AND DBE FORM – submit with bid

I. YOUR FIRM'S BACKGROUND:

Is your firm an MBE (at least 51% minority ownership)? ____YES ____NO

Is your firm a WBE (at least 51% woman ownership)? ____YES ____NO

Are you subcontracting any part of this project? ____YES ____NO

II. SUBCONTRACTING INFORMATION: If subcontracting any part of the project, the bidder/contractor expressly agrees that:

- (1) If awarded a contract as a result of this bid, the major subcontractors used in the prosecution of the work will be those listed below, and
- (2) The following list includes all subcontractors who will perform work representing approximately five percent (5%) or more of the Total Base Bid.
- (3) The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the work required.

SUBCONTRACTOR NAME	City/State	Trade or Commodity	MBE	WBE	Approximate dollar value
			Y / N	Y / N	

STATEMENT OF EXPERIENCE OF BIDDER

The Bidder shall state below the work of similar magnitude or character that they have done, and shall give references that will enable the City of Battle Creek to judge their experience, skill and business standing and of their ability to conduct the work as completely and as rapidly as required under the terms of this contract.

PROJECT AND LOCATION

REFERENCES (include name and email)

SECTION IV - CONTRACTOR'S CONTRACT FORMS

THESE FORMS WILL BE REQUIRED FOR AWARD

DO NOT TURN IN WITH YOUR BID

CONTRACT FORM

PERFORMANCE BOND

LABOR AND MATERIAL BOND

CONTRACT FORM
CONTRACT NO. 2025-075B

THIS AGREEMENT, made and entered into this _____ day of _____, 2025, by and between _____ hereinafter called the "Contractor" and the City of Battle Creek, hereinafter called the "Owner."

In consideration for the mutual covenants hereinafter stated, the parties agree for themselves, their personal representatives, successors, assigns as follows:

I. The Contractor promises and agrees, for The City of Battle Creek will accept sealed bids for the Brigden East and Emmett Twp. Tank Rehab project.

A. To furnish all materials, construction water, equipment, tools, dewatering devices, skill and labor of every description necessary or reasonable incidental to carrying forth and completing in good, firm, substantial and workmanlike manner, the work specified, in strict conformity with the true intent of the NOTICE TO BIDDERS, SPECIAL INSTRUCTIONS, GENERAL INSTRUCTIONS, INVITATION FOR BID, SPECIAL CONDITIONS, GENERAL CONDITIONS, AGREEMENT, BONDS, GENERAL SPECIFICATIONS, CONTRACTOR'S BID and Project Specifications, and other contract documents and addenda thereto, which are hereby made a part hereof as fully and to the same effect as though they had been set forth at length herein.

B. To commence work under this contract on or before a date to be specified by the owner in a written Notice to Proceed and complete the project by the date specified in the Invitation for Bid.

C. Requirements for a specific trade or contract will generally be described in that portion of the specifications or drawings related to that trade or contract. Such requirements may, however, be described in other sections of the Contract Documents. The Contractor will be held responsible for having carefully examined all drawings and read all requirements of the specifications and all Contract Documents to avoid omissions or duplications and to insure a complete job.

D. The Contractor must be fully informed about conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of their obligation to furnish all material and labor necessary to carry out the provisions of this contract.

E. Any claim by the Contractor of an inability to meet any requirement set forth in the Contract Documents, or that any requirement of these documents is impractical or unreasonable, will not be recognized, unless the claim was made at the time their Bid was submitted, and specific provision is made for such claim in the Agreement between Owner and Contractor (Bid and Agreement).

F. Warranty: Contractor shall remove and replace at no additional cost to the City any defects in workmanship or materials that may be apparent or may develop within a period of one (1) year from the date of final acceptance.

G. NON-DISCRIMINATION CLAUSE: The bidder agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract with respect to hire tenure, terms, conditions or privileges, of employment, or any matter directly or indirectly related to employment because of his or her actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual

orientation, or gender identity. Breach of this covenant may be regarded as a material breach of the contract as provided for in Act 220 and Act 453 of the Public Acts of 1976, as amended, entitled "Michigan Handicapper's Civil Rights Act" and/or the "Michigan Elliott Larson Civil Rights Act" and/or City of Battle Creek Chapter 214 "Discrimination Prohibited" Ordinance. The bidder further agrees to require similar provisions from any subcontractors, or suppliers. The bidder agrees to comply with the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor regulations (41 CFR, Chapter 60).

II. The Owner promises and agrees:

A. To pay the Contractor for said work when completed in accordance with the provisions of these contract documents, and for the contract sum of:

dollars (\$_____).

Payment for work is subject to additions provided therein and for the authorized work complete in place and accepted by the Owner or its authorized representatives.

III. It is further understood and agreed between the parties hereto as follows:

A. The said work is to be done in accordance with the laws of the State of Michigan to the entire satisfaction and approval of the Owner or its duly authorized representatives.

B. The decision of said Owner's authorized representative upon any questions connected with the execution of this Agreement or any failure or delay in the prosecution of the work by said Contractor shall be final and conclusive.

C. If, at any time after the execution of the Agreement and the Bond for its faithful performance, the Owner shall deem the surety or sureties then upon said bond to be unsatisfactory or, if, for any reason said bond shall cease to be adequate security for the performance of the work, the Contractor shall, at their expense, within fifteen (15) calendar days after receipt of written notice from the Owner to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the Owner.

D. VENUE: Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement or the transactions it contemplates shall bring the legal action or proceeding:

(i) in the United States District Court for the Western District of Michigan; or

(ii) in any court of the State of Michigan sitting in Calhoun County, if there is no federal subject matter jurisdiction.

E. GOVERNING LAW: This agreement shall be enforced under the laws of the State of Michigan. Contractor must comply with all applicable federal, state, county, and City laws, ordinances, and regulations. Contractor shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and affixed their seals, the day and year first above written.

STATE OF MICHIGAN)
) ss
COUNTY OF CALHOUN)

In the Presence of:

Notary Public

SIGNED, SEALED, AND
EXECUTED BY CONTRACTOR:

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder, and that our firm is not debarred from doing business under the Federal Excluded Parties List System (epls.gov):

By: _____

Title: _____

SIGNED, SEALED, & EXECUTED
BY CITY OF BATTLE CREEK

City Manager

**2025-075B Brigden East and Emmett Township
Tank Rehab**

PERFORMANCE BOND

Let it be known that _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Battle Creek in the sum of _____ dollars and _____/100 (\$ _____) for the payment of which sum of money to be made, we bind ourselves, heirs, executors, administrators, successors and assigns, jointly and severally, firmly as required by written contract.

WHEREAS, the Principal has entered into a certain written contract dated the _____ day of _____, 20____ for the _____ complete, as described in the foregoing Bid and Agreement.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the said Principal shall in all respects well and truly keep and perform the said contract, and shall pay all sums of money due or to become due, for any labor, materials, apparatus, fixtures or equipment furnished for the purpose of constructing the work provided in said contract, and shall defend, indemnify and save harmless said City of Battle Creek against any liens, encumbrances, damages, claims, demands, expenses, costs and charges of every kind except as otherwise provided in said specifications and other Contract Documents arising out of or in relation to the performance of said work and the provisions of said contract, and shall remove and replace any defects in workmanship or materials which may be apparent or may develop within a period of one (1) year from the date of final acceptance, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agreed that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

PRINCIPAL ATTEST:

Principal Business Name

Principal Secretary Signature & Seal

Address

Principal Secretary Printed Name

City, State, Zip

Witness of Principal

SURETY ATTEST:

Surety Business Name

BY: _____
Attorney-in-Fact Signature & Seal

Address

Attorney-in-Fact Printed Name

City, State, Zip

LABOR AND MATERIALS BOND

Let it be known that, that we, the undersigned, _____, hereinafter called the "Principal," and _____, a corporation organized and existing under the laws of the State of _____, having its principal office at _____, hereinafter called the "Surety," are held and firmly bound unto the City of Battle Creek, hereinafter called the "Owner," for use of any and every person, co-partnership, association or corporation interested in sum of _____ dollars and _____/100 (\$ _____), to be paid to the said obligees or its or their assigns, to which payment be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Sealed with our respective seals and dated this ____ day of _____, 20____.

WHEREAS, the above bounded _____, Principal, has entered into a contract with the City of Battle Creek.

Dated the ____ day of _____, 20____, for the _____.

NOW, THEREFORE, THE CONDITION OF THIS CONDITION IS SUCH, that if the above bounded Principal shall and will promptly pay or cause to be paid all sums of money which may be due any person, co-partnership, association or corporation for all material furnished and labor supplied or performed in the prosecution of the work, whether or not the said material or labor enter into and become component parts of the work or improvement contemplated, then this obligation to be void; otherwise to remain in full force and effect.

The Principal and Surety further jointly and severally agree with the obligee herein that every person, co-partnership, association or corporation who, whether as subcontractor or otherwise, has furnished material or supplied or performed labor in the prosecution of the work as above provided and who has not been paid therefore may sue in assumption on this bond in the name of the Owner for their use prosecute the same to final judgment for such sum or sums as may be justly due to them, and have execution thereon, provided, however, that the Owner shall not be liable for payment of any costs or expenses of any such suit.

IT IS FURTHER AGREED, that any alterations that may be made in the terms of the contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Owner or any extension of time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal to the other, shall not in any way release the Principal and Surety or Sureties or either or any of them their heirs, executors, administrators, successors or assigns, from their liability hereunder, notice to the Surety or Sureties of any such alteration, extension or forbearance being hereby waived.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this bond under the seal and day and year first above written.

ATTEST:

(Seal)

Principal

BY: _____

Surety

ATTEST

BY: _____
Attorney-in-Fact

(SEAL)

SECTION V - SPECIAL CONDITIONS

1. Supplementary Definitions: The following additional definitions supplement the definitions are provided:

- (a) "Owner" or "City of Battle Creek" or "City" shall mean the City of Battle Creek, MI, acting through the City Commission or any other board official, or officials to which or whom the power belonging to the Commission shall, by virtue of any act or acts thereafter passed are held to appertain.
- (b) "Engineer" shall mean the City Engineer, or other persons designated by the City acting directly or through authorized agents.
- (c) "Contract Drawings" The drawings applicable to the work to be performed under this contract and that are referred to in this documents as the plans or as the contract drawings.

Whenever any word or expression defined in this paragraph, or pronoun used in its stead, occurs in these Contract Documents, it shall have, and is mutually understood to have, the meanings hereinafter given unless the context clearly indicates otherwise.

- (a) "Contract Documents" or "Contract Document" shall mean and include all those documents listed and included under the definition of "Contract Documents" in these General Conditions.
- (b) "Contract" or "Construction Contract" means and includes all of the Contract Documents, referred to in the General Conditions, covering the performance of the work and the furnishing of all labor, equipment, materials and other property required for the doing of the work, and covering the doing of all other things required by said Contract Document.
- (c) "Instructions to Bidders" shall mean and include both the Special Instructions to Bidders and the General Instructions to Bidders which are bound herewith.
- (d) "Conditions", "Contract Conditions" or "Conditions of Contract" shall mean both the Special Conditions of Contract and the General Conditions of Contract which are bound herewith.
- (e) "General Conditions" or "General Conditions of Contract" shall mean and include those "General Conditions" which are bound herewith.
- (f) "Owner" or "City of Battle Creek" or "City" shall mean the City of Battle Creek, Michigan, acting through the City Commission or any other board, official or officials to which or to whom the power belonging to the Commission shall by virtue of any act or acts thereafter passed are held to appertain.
- (g) "Specifications" or "Contract Specifications" shall mean and include all those "Contract Specifications" which are bound herewith, and which are listed, mentioned or referred to in the Special Conditions of Contract in the paragraph entitled "Contract Specifications", and include but are not limited to "Project Specifications" and "General Specifications".
- (h) "Contract Drawings" or "Plans" shall mean and include all drawings which have been prepared by or in behalf of the Owner, as a basis for proposals, when duly made a part of this Contract by incorporation or reference; all drawings submitted in pursuance of the terms of this Contract by the successful bidder with their proposal and by the Contractor to the Owner if and when approved by the Engineer; and all drawings submitted by the Engineer to the Contractor during the progress of the work as provided for in the Contract.
- (i) "Work" or "Project" shall mean and include the doing of all things required of the Contractor under the Contract Documents, including but not limited to the furnishing, construction and installation of all equipment, facilities and improvements therein mentioned, and the furnishing of all labor, materials, equipment, tools and other things necessary therefore, all as provided by the Contract Documents.

- (j) "Contractor" or "Construction Contractor" shall mean the party to whom the Contract for the work described in the Contract Documents has been awarded and who executes the Agreement for the doing of the work covered by the Contract.
- (k) "Subcontractor" shall mean a person, firm or corporation, other than the Contractor, supplying labor and materials, or labor only, at the site of the work.
- (l) "Inspector" shall mean the engineering or technical inspector or inspectors duly authorized or appointed by the Engineer or by the Owner, limited to the particular duties entrusted to him or them.
- (m) "Date of Award" of Contract shall mean the date formal notice of such award, signed by the Owner, has been delivered to the intended awardee, or mailed to him at the main business address shown in their Proposal by some officer or agent of the Owner duly authorized to give such notice.
- (n) "Day" or "Days", unless herein otherwise expressly defined, shall mean working day or days.
- (o) "Where "as shown", "as indicated", and "as detailed", or words of similar import are used, it shall be understood that reference to the Contract Documents which are a part of the Contract Documents is made unless stated otherwise. Where "as directed", "as permitted", "approved", or words of similar import are used, it shall be understood that the direction, requirements, permission, approval, or acceptance of the Engineer is intended unless stated otherwise. "Provide" shall be understood to mean "provide complete in place", that is, "furnish and install".
- (p) Equipment supplier means the manufacturer who fabricates and/or assembly units to make up a complete equipment item. It does not mean a subcontractor who purchases an item of equipment from a manufacturer.

2. Contract Documents Defined

A Contract Document consists of and includes the following:

A. Volume

- (a) Invitation For Bids
- (b) Special Instructions to Bidders
- (c) Proposal
- (d) Special Conditions of Contract
- (e) Agreement
- (f) Contract Specifications including all documents, and papers included in or referred to in the foregoing.
- (g) The Bonds and Insurance Certificates and Policies.

B. Volume II Contract Drawings

C. Addenda Any and all Addenda to the foregoing.

3. Abbreviations Used

Wherever abbreviations are used in this Contract Document, each such abbreviation shall have the following listed meaning:

(a) Units of Measure

CY	Cubic Yard
Ft.	Feet
Lbs	Pounds
M	One Thousand
MFBM	One Thousand Feet Board Measure
C	Centigrade
F	Fahrenheit
HP	Horsepower
KVA	Kilovolt Ampere

BTU British Thermal Unit

(b) Types and Units

PVC	Polyvinyl Chloride
MJ	Mechanical Joint
B & S	Bell and Spigot
T & G	Tongue and Groove
SS	Single Strength
DS	Double Strength
VC	Vitrified Clay
RC	Reinforced Concrete
MH	Manhole
CB	Catchbasin
ES	Extra Strength

(c) Organizations and Publications

AASHTO	American Association of State Highway and Transportations Officers
ACI	American Concrete Institute
AGA	American Gas Association
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AMCA	Air Moving and Conditioning Association, Inc.
ASA	American Standards Association, Inc.
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association
AWI	Architectural Woodwork Institute
CS	Commercial Standard - U.S. Department of Commerce
FSS	Federal Supply Service
FM	Factory Mutual Laboratories
IBR	Institute of Boiler and Radiator Maintenance
MDOT	MI Department of Transportation
MRDTI	Metal Roof Deck Technical Inst.
MSS	Manufacturers Standardization Society of The Valve and Fitting Industry
NBBPVI	National Board of Boiler and Pressure Vessel Inspectors
NBFU	National Board of Fire Underwriters
NCPWB	National Certified Pipe Welding Bureau
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Assoc.
NLMA	National Lumber Manufacturers Association
	PCA Portland Cement Association
UL	Underwriters Laboratory
UBC	Uniform Building Code

SECTION VI – PREVAILING WAGES

General Decision Number: MI20250053 01/03/2025

Superseded General Decision Number: MI20240053

State: Michigan

Construction Type: Heavy

County: Calhoun County in Michigan.

Heavy, Includes Water, Sewer Lines and Excavation (Excludes Hazardous Waste Removal; Coal, Oil, Gas, Duct and other similar Pipeline Construction)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR

5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025

CITY OF BATTLE CREEK PURCHASING
INVITATION FOR BID NO. 2025-075B

Page 28 of 49

CARP0525-006 06/01/2023

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 28.29	21.42

ELEC0445-007 06/01/2024

	Rates	Fringes
ELECTRICIAN.....	\$ 38.96	25.14

ENGI0325-013 09/01/2024

POWER EQUIPMENT OPERATORS: Underground Construction (Including Sewer)

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 43.48	25.25
GROUP 2.....	\$ 38.75	25.25
GROUP 3.....	\$ 38.02	25.25
GROUP 4.....	\$ 37.45	25.25

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backhoe/ Excavator, Boring Machine, Bulldozer, Grader/ Blade, Loader, Roller, Scraper, Trencher (over 8 ft. digging capacity)

GROUP 2: Trencher (8-ft digging capacity and smaller)

GROUP 3: Boom Truck (non-swinging, non- powered type boom)

GROUP 4:: Broom/ Sweeper, Fork Truck, Tractor, Bobcat/ Skid Steer /Skid Loader

ENGI0326-005 06/01/2024

EXCLUDES UNDERGROUND CONSTRUCTION

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 41.28	25.25
GROUP 2.....	\$ 39.57	25.25
GROUP 3.....	\$ 39.57	25.25
GROUP 4.....	\$ 33.71	25.25

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

Swing Boom Truck Operator over 12 tons-\$.50 per hour

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backhoe/Excavator; Boring Machine; Bulldozer;

Grader/Blade; Loader; Roller; Scraper; Tractor; Trencher

GROUP 2: Bobcat/Skid Loader; Broom/Sweeper; Fork Truck (over 20' lift)

GROUP 3: Boom truck (non-swinging)

GROUP 4: Fork Truck (20' lift and under for masonry work)

IRON0025-011 06/01/2024

	Rates	Fringes
IRONWORKER (REINFORCING).....	\$ 35.00	33.14
IRONWORKER (STRUCTURAL).....	\$ 35.55	33.14

LABO0334-007 09/01/2022

SCOPE OF WORK:

OPEN CUT CONSTRUCTION: Excavation of earth and sewer, utilities, and improvements, including underground piping/conduit (including inspection, cleaning, restoration, and relining)

	Rates	Fringes
LABORER		
(1) Common or General.....	\$ 22.42	12.95
(2) Mason Tender- Cement/Concrete.....	\$ 22.55	12.95
(4) Grade Checker.....	\$ 22.73	12.55
(5) Pipelayer.....	\$ 22.85	12.95
(7) Landscaper.....	\$ 18.41	12.95

LABO0334-012 06/01/2024
EXCLUDES OPEN CUT CONSTRUCTION

	Rates	Fringes
Landscape Laborer		
GROUP 1.....	\$ 28.60	11.60
GROUP 2.....	\$ 26.34	11.60

LANDSCAPE LABORER CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel
equipment operator, lawn sprinkler installer and skidsteer
(or equivalent)

GROUP 2: Landscape laborer: small power tool operator,
material mover, truck driver and lawn sprinkler installer
tender

LABO0355-010 06/01/2024
EXCLUDES OPEN CUT CONSTRUCTION

	Rates	Fringes
LABORER		
Common or General; Grade Checker; Mason Tender - Cement/Concrete.....	\$ 28.56	12.95
Pipelayer.....	\$ 20.34	12.85

PAIN0312-014 06/12/2014

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 21.75	11.94
Spray.....	\$ 22.75	11.94

PLAS0016-020 04/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 22.31	12.83

PLUM0333-007 06/01/2020

	Rates	Fringes
PLUMBER.....	\$ 38.79	23.08

TEAM0007-011 06/01/2024

	Rates	Fringes
TRUCK DRIVER		
Lowboy/Semi-Trailer Truck...	\$ 32.55	.75 + a+b
Tractor Haul Truck.....	\$ 32.30	.75 + a+b

FOOTNOTE:

- a. \$470.70 per week.
- b. \$68.70 daily.

SUMI2010-051 11/09/2010

	Rates	Fringes
OPERATOR: Crane.....	\$ 25.26	5.00
TRUCK DRIVER: Dump Truck.....	\$ 18.00	6.43
TRUCK DRIVER: Off the Road		

Truck.....\$ 20.82 3.69

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA?", or "SC?" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

----- WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

=====
END OF GENERAL DECISION"

SECTION VII - SPECIFICATIONS

TABLE OF CONTENTS

PROJECT SUMMARY 34

ADDITIONS TO GENERAL CONDITIONS..... 36

TECHNICAL SPECIFICATIONS 49

PROJECT SUMMARY

PART 1 – GENERAL

This Project Summary is an overview of the entire Project and is intended, but is not guaranteed, to place all project specifics in one location to aid Bidders.

1.01 SCHEDULE and LIQUIDATED DAMAGES

The Contractor is to abide by the following schedule:
Commence work on or after April 15, 2025.

Substantial Completion by October 15, 2025, including cure and disinfection time.

Work hours are 7:00 AM to 7:00 PM, Monday through Saturday, with no approved work on Sundays or Holidays.

The tanks may be out-of-service for a maximum total of 50 days. Only one tank can be out-of-service at a time. There will be a delay between tanks of 5 days to refill the first tank and drain the second tank. The 5 days does not count as out-of-service days.

The order of the work shall be the Brigden East Reservoir first and the Emmett Township Spheroid second.

Liquidated damages are applicable and begin after 50 days out-of-service or after Substantial Completion date whichever is the earlier date. Liquidated damages at \$500/calendar day is to apply after this date.

1.02 SCOPE of WORK

Tank Information:

Brigden East Reservoir:

The structure is a 5,000,000-gallon water storage reservoir with a diameter of 115 ft. 6 inches and a high-water level of 65 ft. 6 inches located at the corner of Foster Ave. and Eldred St. in Battle Creek, MI.

Emmett Twp Spheroid:

The structure is a 500,000-gallon spheroid elevated water storage tank with a high-water level of 107 ft. located at 14800 11 Mile Rd. in Battle Creek, MI.

The work includes:

Brigden East Reservoir:

Exterior: High pressure water clean (5,000 to 10,000 psi) and spot power tool clean to a SSPC-SP11 standard. Apply a three (3) coat epoxy urethane system.

Repairs:

- 1) Install sidewall manway.
- 2) Replace dry interior light fixtures as an allowance.

Emmett Twp Spheroid:

Exterior: High pressure water clean (5,000 to 10,000 psi) and spot power tool clean to a SSPC-SP11 standard. Apply a three (3) coat epoxy urethane system.

Foundation: Water clean and apply a two (2) coat epoxy system.

Repairs:

- 1) Install supports at painter's rail butt joints.
- 2) Repair condensate drain line.
- 3) Verify expansion joint.
- 4) Install rigging lug.
- 5) Replace the dry interior light bulbs.

1.03 MISCELLANEOUS

- A. Due to supply chain issues, the Owner reserves the right to require the Contractor to have all of the required coating for the project delivered to the site or to the Owner's storage facility prior to the tank being taken out-of-service and prior to the commencement of the project.
- B. Corrpro will be performing repairs on the cathodic protection system while each tank is out-of-service during the project. Time for repairs is estimated at no more than two days per tank. The time to perform the cathodic repairs will not count against the Contractor. The Contractor can work during this time but will need to perform work that will not interfere with Corrpro's crew. The Contractor, Owner, and Corrpro will need to schedule the work.

ADDITIONS TO GENERAL CONDITIONS

PART 1 – GENERAL

GENERAL PURPOSE OF THESE ADDITIONS TO GENERAL CONDITIONS

- A. These Additions to the General Conditions were prepared by Dixon Engineering, Inc. using paragraphs from Engineering Joint Contract Documents Committee (EJCDC) General Conditions GC-700 -18 which were modified by DIXON as they pertain to the coating industry. The General Conditions of this Contract were prepared by the Owner. These Additions to General Conditions are intended to supplement the Owner's General Conditions as they relate to this specific Project. For example:
1. The Owner's General Conditions detail the payment process, how to submit a Request for Payment application, what form to use and when and where to submit the application. These Additions to General Conditions detail how DIXON calculates approval of a pay request, no payment for stored materials, percentage complete calculation methodology, etc.
 2. Liquidated Damages (if applicable) are defined in the General Conditions including when, where, and amount. In the Additions to General Conditions the method of calculating claimed wind and weather days is detailed.
- B. This Additions to General Conditions follow the EJCDC format and the Article numbers reflect the Article number in the 2018 edition of the EJCDC General Conditions. Note that not all Articles or subsections are referenced.

DISCREPANCIES BETWEEN THE OWNER'S GENERAL CONDITIONS AND THESE ADDITIONS TO GENERAL CONDITIONS.

- A. If the conflict is administrative in nature, then the Owner's General or Supplemental Conditions govern. Examples are Pay Request procedures, filing a Claim, etc.
- B. If the conflict is of a technical nature, then the Additions to General Conditions govern.
- C. An issue determined to be in conflict in a specific item does not void other non-conflicting paragraphs in the same Article number.
- D. Bidders are required to familiarize themselves with all the General and Supplemental Conditions of the Contract, as well as these Additions to General Conditions.
- E. In all cases of discrepancies between the General Conditions, the Supplemental Conditions, the Additions to General Conditions, the Technical Specifications and/or the Drawings, the Engineer is to be notified. The Specifications are to govern over the Drawings.
- F. If Work proceeds without the Contractor obtaining proper interpretations of the conflicting issues from the Engineer, any installed Work that is not in accordance with the Specification, and best practices are to be replaced at no additional cost and other costs that may occur are also the responsibility of the Contractor if they were aware of the conflict.

ARTICLE 1 DEFINITIONS AND TERMINOLOGY

1.01 DEFINED TERMS

- A. Construction Industry Definitions: These definitions are taken from the EJCDC General Conditions C-700-18, the 2018 edition and some were modified by DIXON to be specific to the coating industry.
1. *Bulletin*—If time permits, a Bulletin is issued prior to a Change Order. A Bulletin is an inquiry of the Contractor of the cost to complete the Work described in the Bulletin. It is intended as the basis of a Change Order if all parties reach agreement. A Bulletin may be considered as the same as a Change Proposal except that a Bulletin is generated by the Engineer because it generally requires Specifications to be addressed.
 2. *Change Order (CO)* —is a written order to the Contractor signed by the Owner, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract sum or the Contract time. A document which is signed by the Contractor and the Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 3. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both;

- contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a Set-off against payments due; or seeking other relief with respect to the terms of the Contract.
4. *Constituent of Concern (CC)*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard) hazardous waste, and any substance, product, waste, or other material. Lead, chrome, and other by-products of paint removal, as well as strippers, new coatings, and thinners, are to be included in this definition. Coating industry related CC, from new or from previous projects cannot be the basis of Contract Termination or Change Proposal by the Contractor.
 5. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor. A Shop Drawing is not a Drawing and is not part of the Contract Documents.
 6. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, Drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 7. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
 8. *Field Order*—A written order issued by the Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
 9. *Hold Point*—A point in the construction sequence when the Contractor is required to stop Work on that portion of the Project until Work has been Site reviewed by RPR or Project Manager.
 10. *Non-Conformance Report*—A report written by the Engineer or Resident Project Representative, to document the Contractor's Work that does not meet requirements of the Specifications or Contract.
 11. *Performance Specifications*—Specifications that require the manufacturer or supplier of equipment, materials, or systems to design, manufacture, deliver, and install products to achieve specific results under stipulated conditions of operation and in environments described in applicable Specification Sections.
 12. *Ready for Final Payment* – This term is used to define a time when Liquidated Damages begin, separate from Liquidated Damages for failure to meet Substantial Completion Date. Ready for Final Payment Date is generally listed 30 days after Substantial Completion Date. All punch list items are to be completed, Site cleaned and restored, and equipment removed. At the option of the Owner this Liquidated Damage may be in addition (cumulative) with a Liquidated Damage for failure to meet Substantial Completion Date.
 13. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
 14. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment. The Schedule of Value Form is supplied in these Bidding Documents as Section 00 54 00. This Schedule is to be submitted with the Bid. Adjustment of Schedule of Values by Engineer will not change the total Bid as calculated by the Contractor completing the Schedule of Values.
 15. *Set-off*—Owner may withhold from payment including Final Payment an amount equal to additional expenses incurred by Owner which were the responsibility of the Contractor. Such expenses may include additional engineering expenses related to excess review of incomplete submittals of Shop Drawings, pay requests, or bonds and insurance, excess Requests for Information, excess tests and inspections and return visits to the site to complete a reinspection of a previously failed inspection, increase inflation in engineering fees that result from Contractor delaying Project into the next season; additional expenses incurred by Owner resulting from Contractor failure to clean site, site rehabilitation, and other construction related expenses resulting from Contractor not completing their Contractual obligations.

16. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
 17. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
 18. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by the Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
 19. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof. The date of Substantial Completion is the date the structure is, or would have been returned to service, except for voluntary delay by Owner. Date of Substantial Completion is after complete cure, disinfection, and testing.
 20. *Work Change Directive*—A written directive to the Contractor issued on or after the Effective Date of the Contract, signed by the Owner and recommended by the Engineer, ordering an addition, deletion, or revision in the Work.
- B. *Defective*:
1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. Does not conform to the Contract Documents; or
 - b. Does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. Has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at the Substantial Completion).
 - d. All Work completed that is rejected by an unresolved non-conformance report.

ARTICLE 2 PRELIMINARY MATTERS

2.03 BEFORE STARTING CONSTRUCTION

- A. Preliminary Schedules: Within 10 days after the Effective Date of the Agreement (or as otherwise specifically required by the Contract Documents), Contractor is to submit to Engineer for timely review:
1. A preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract.

2.04 PRECONSTRUCTION CONFERENCE

- A. Preconstruction Conference is herein called Preconstruction Meeting:
1. The Engineer will schedule a Preconstruction Meeting to be attended by the Owner, Engineer, and Contractor. Prior to beginning any Work, Contractor is to submit to the Engineer, a Project Schedule and all other required Submittals for the Project. If the schedule is aggressive, working overtime, weekends, and/or holidays, that time is to be reflected in the Project Schedule. Once the Project has begun, the Contractor is to carry the Project Schedule to completion without delay.
 2. Attend a Preconstruction Meeting that may be scheduled by the Owner at a mutually agreeable time after Contract preconditions, bonds, certificates of insurance, and other requirements have been met.

3. A Corporate Officer, or someone with legal authority to obligate the company/corporation, Project Manager (if different from officer), and the intended superintendent are to attend. If the Project Superintendent does not attend the meeting, it is to be the Contractor's responsibility to supply the information discussed at the meeting to the Field Superintendent.
 4. The Owner will be represented by the Project contact person, and the Engineer by the Project Manager, or a Contract Administrator.
 5. All containment, personal hygiene, and lead control issues required in this Contract will be reviewed. Be prepared to commit designated "Competent Person(s)" to responsibilities of confined space, scaffold rigging, lead, etc.
- B. Progress Meetings:
1. The Project Manager or Owner will schedule Progress Meetings to be held on the job Site whenever needed to supply information necessary to prevent job interruptions, to observe the Work, or to inspect completed Work. The Contractor is to be represented at each Progress Meeting by persons with full authority to act for the Contractor regarding all portions of the Work.

ARTICLE 3 CONTRACT DOCUMENTS INTENT REQUIREMENTS, REUSE

3.01 INTENT

- A. The Drawings and Specifications are intended to include all Work and materials necessary for completion of the Work. Any incidental item of material, labor, or detail required for the proper execution and completion of the Work and omitted from either the Drawings or Specifications or both, but obviously required by governing codes, local regulations, trade practices, operational functions, and good workmanship, is to be provided as a part of the Contract Work without extra cost, even though not specifically detailed or mentioned.

ARTICLE 4 COMMENCEMENT AND PROGRESS OF THE WORK

4.01 COMMENCEMENT OF CONTRACT TIMES

- A. Contractor is to start to perform the Work on the date when the Contract Times commence to run. No Work is to be done at the Site prior to such date except as recommended immediately following or by written authorization of the Owner AND the Engineer (Engineer must be able to schedule appropriate RPR for Project.) Contract time is governed by out-of-service time. The Contractor is encouraged to deliver equipment to the Site prior to Contract start. The Site will be available up to two (2) weeks prior to the agreed drainage date. Contractor is also encouraged to rig the structure, complete containment installation, and complete weld repairs that do not affect the wet interior prior to draining of the structure. The amount of Work completed is to have been approved at the Preconstruction Meeting. Since the structure is not out of service these dates do not apply against Out of Service time but may require scheduling RPR services (see Section 00 91 19.01 Scheduling for RPR Services).
- B. Delaying Work start for the convenience of the Contractor may require Owner to Set-off inflation increased Engineering or RPR expenses against Contractor's Request for Payment.

4.05 DELAYS IN CONTRACTOR'S PROGRESS

- A. Liquidated Damages
1. Contract time is governed by out-of-service time.
 2. The date of Substantial Completion is the date the structure is or would have been returned to service, except for voluntary delay by Owner. Date of Substantial Completion is after complete cure, disinfection, and testing. A voluntary delay in filling by Owner, or delay that is no fault of the Contractor, may extend Substantial Completion date.
 3. Abnormal weather conditions are defined as weather conditions that are at variance with the routine. Below is an **example** of the determination procedure and of the required claim format, and is not intended to match the specified project:
Project length: 45 days
Substantial Completion date: June 30th.
Start date: May 16th.

3 years of data* 2021, 2022, 2023

Average number of rain/wind days: 9

Actual number of rain/wind days**: 12

Claim for time extension: 3 days.

4. *Submit weather history from nearest weather reporting station for three (3) previous years from the same time period. Submit formal, by simple claim (use format above).
5. **Rain/wind day is a rain or wind day where either rain and/or wind conditions exceeded safe Work conditions or were outside the parameters of good paint practices. Wind days are winds in excess of 20 mph for over four (4) hours during normal Work hours, and rain days having measurable precipitation.
6. Weather Claim Evaluation: Engineer will evaluate claim and make sole determination as to whether days meet criteria. Engineer will disallow dates where Work could have been completed on the interior; dates that result from the Contractor's Work practices (i.e., complete wet interior first and then move to the exterior). Good weather days not used will count against the claim.
7. Claimed rain/wind days that occur after the scheduled Substantial Completion Date, or an extended Substantial Completion Date will not be awarded. Days past Substantial Completion Date and good weather days that were not used for Productive Work will be considered "days within the control of the Contractor."

ARTICLE 5 SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENT CONDITIONS

5.02 USE OF SITE AND OTHER AREAS

A. Site:

1. Protection - The Contractor is responsible for the protection of property during the period of construction and is to exercise care to prevent damage to structures, utility services, storm and sanitary drainage systems, lawns, trees, plant material, fences, walks, drives, roadways, hydrants, and other improvements in and adjacent to the area of Work under the Contract. Any damage to property resulting from the Contractor's operations is to be repaired or replaced by the Contractor at their expense.
2. The Contractor is to be responsible for all injury to Work in process of construction, and for all property or materials stored at the premises that may be damaged or stolen while the Work is in their care, at Contractor's expense.
3. The Contractor is to confine the apparatus, the storage of materials, and the operations of their Workers to limits indicated by law, ordinance, permits, or direction of the Engineer, and is not to unreasonably encumber the premises with their materials.
4. Maintenance
 - a. Provide labor and material necessary to maintain the Site in a safe condition.
 - b. Keep the premises free from accumulation of waste materials, rubbish, and other debris resulting from the Work.
 - c. At completion of the Work, remove all waste materials, rubbish, and debris from about the premises, as well as all tools, construction equipment, machinery, and surplus materials.
 - d. At the Contractor's expense, repair damage that may have occurred to any permanent structure completed under the Contract Work, or to private or public property.
 - e. Notify the Owner of your intentions and the reasons why, if it is necessary to protect adjacent houses, cars, etc. During clean-up these areas will be considered as part of the Site and is to be cleaned accordingly.
 - f. Failure to continually maintain the Site or to immediately clean the Site after a complaint or Project Completion may result in the Owner completing the Work by hire or by the Owner's forces. All cost would be responsibility of the Contractor, subject to Set-off.
 - g. Restore Site to preconstruction condition:
 - i. Refill holes and level area around the construction Site for the Site to the original grade.

- ii. Bring soil to a friable condition by disking, harrowing, or otherwise loosening and mixing to a depth of 3 in. – 4 in. Thoroughly break all lumps and clods.
 - iii. Rake area to be seeded. Sow seed at a minimum rate of 220 lbs./acre.
5. Cleaning - Prior to Substantial Completion of the Work Contractor is to clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work, but prior to Ready for Final Payment, Contractor is to remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and is to restore to original condition all property not designated for alteration by the Contract Documents.

5.03 SUBSURFACE AND PHYSICAL CONDITIONS

- A. Locations of all buried utility service lines in or adjacent to the Work area that are not shown on the Drawings will be located by the Contractor through the local utility locating agency and marked with warning stakes. The Contractor is to be responsible for the protection of all utility service lines that are to remain. Damage to any such utility service lines, pipes, etc. resulting from the Contractor's operations are to be repaired or replaced by the Contractor at their expense. Underground Work in the coating industry involves drilling for anchors for containment systems. The painting of pit piping will be considered subsurface Work. For this type of Work the Contractor must rely on Utility Locating Services and not Technical Data from Owner, or in the case of pits, a visual inspection. Contractor is to notify each utility before digging for anchors or for any reason. Before starting, call in advance or/as required by the individual agencies: Call 811 or appropriate agency in the state of the Project.

5.06 HAZARDOUS ENVIRONMENTAL CONDITIONS AT SITE

- A. Contractor is not responsible for removing or remediating any Hazardous Environmental Condition (Constituents of Concern) encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the Scope of the Work or eventually identified as being caused or created by the Contractor.
- B. Power Lines – Antennas – Electrical Wiring
 1. If overhead power lines present an unsafe Work condition as determined by OSHA, the Owner or utility, and the Contractor at their expense and coordination, is to have the utility temporarily relocate, move, or cover lines, eliminating the hazard.
 2. Unless stated differently in Contract Documents, protect all antennas, controls, cables, and associated property of Owner's equipment or material on, in or near the structure during Work. Design construction procedures to maintain operation of antenna system. If antennas are removed from the structure protect all telecommunication equipment remaining in place.
 3. Unless stated differently in the Contract Documents, protect all electrical lines and controls including 110/220 V. service lines, cathodic wiring, lights, globes, outlets, and service boxes. Protect associated property of private telecommunication companies (911, school buses, etc.) from damage during Work. Design construction procedures to maintain operation of telecommunication systems.

ARTICLE 6 BONDS AND INSURANCE

6.01 PERFORMANCE, PAYMENT, AND MAINTENANCE BONDS (NOT BID BONDS)

- A. Supply a Maintenance (Warranty) Bond for two (2) years at 50% of the Contract price, to ensure any repair work required or detected as a result of the (13) months (1 year) Post Construction inspection. The repair scheduling may be delayed several months for Contractor's schedule or Owner's operational requirements. This bond is to remain in effect until repairs have been completed and accepted. Per Technical Specifications, if repairs exceed 10% of any area, then the Warranty and bond are to be extended another year. The Maintenance (Warranty) Bond must be issued by the same surety that issues the Performance Bond.

ARTICLE 7 CONTRACTOR'S RESPONSIBILITIES

7.01 CONTRACTOR'S MEANS AND METHODS OF CONSTRUCTION

- A. Contractor is to supervise, direct, control, and have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, and the safety precautions and programs incident thereto.
- B. Any plan or methods of accomplishing the Work suggested to the Contractor by the Engineer or other representative of the Owner, but not specified or required, is to be used at the Contractor's own risk and responsibility. The Engineer and Owner assume no responsibility.
- C. Contractor is to comply with Laws and Regulations applicable to the performance of the Work.
- D. Contractor is to perform the Work in accordance with the Contract Documents. Contractor's obligation to perform under terms of Contract and complete the Work in accordance with the Contract Documents is absolute.
- E. Contractor is to be responsible for the acts or omissions of Contractor and of any Subcontractor, any Supplier, and of any other individual or entity performing any of the Work.

7.02 SUPERVISION AND SUPERINTENDENCE

- A. Contractor is to supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
 - 1. At all times during the progress of the Work, Contractor is to assign a competent Resident Superintendent who is to not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.
 - 2. Resident Superintendent is to be fluent in English to the level of competency to complete responsibilities of the Contractor and to communicate with the RPR. The Superintendent is to also be fluent or have access to a translator on site, for the primary language of all of the Workers. Degree of fluency in English and language of Workers to be sufficient so that Superintendent's employees can adequately and safely complete their duties.
 - 3. No employee of Contractor, Subcontractor, or Supplier may be on the Project Site who cannot be directed by a Superintendent, or translator in regard to work assignments, safety issues, or who cannot understand safety signage.

7.03 LABOR; WORKING HOURS

- A. Provide equipment of sufficient size and power to expedite the Project so that all deadlines are met. Personnel and crew size is to be sufficient to meet required deadlines.
- B. If, in the sole opinion of the Engineer, there is insufficient equipment or personnel to complete the Project, the Engineer will notify the Contractor and Owner, and a Project Meeting will be held within twenty-four (24) hours for the purpose of Contract termination, unless a reasonable cause is given to the contrary.

7.05 "OR EQUALS"

- A. Whenever an article, material, or item of equipment is described by a performance Specification, written as a proprietary product, or uses the name of a manufacturer or vendor, the term "or equal" if not inserted, is to be implied. The specific article, material, or item of equipment mentioned is to be understood as indicating the minimum requirements for fulfilling Contract obligations regarding type, function, standard of design and efficiency. See Section 09 97 13, Part 2, Substitutions, which is to govern over this clause where conflicting, relative to coatings, grouts, and fillers only. Other exceptions are when the Specifications state that only the proprietary item will be permitted.

7.10 LAWS AND REGULATIONS

- A. The Contractor is responsible for all permits and requirements of local, state, and federal agencies. This includes building, electrical, labor, OSHA, etc. The only permits not included are from health agencies for interior painting, cathodic protection installation and mixer installation which is the responsibility of the Owner.
- B. Display all wage requirements and other permits on a temporary board.

- C. Attach to the Superintendent's copy of the Specifications copies of other permits that do not require display.

7.13 SAFETY AND PROTECTION

- A. Conform to the Occupational Safety and Health Standards of the United States Department of Labor and local safety agencies. This is to be made a condition of each Subcontract as entered into pursuant to this Contract.
- B. Removal of heavy metal bearing paint and painting of structures is recognized as very dangerous Work, and it is further recognized the painting industry has extensive safety training programs available.
- C. Contractor is to designate a qualified and experienced safety representative at the Site whose duties and responsibilities are to be the prevention of accidents and the maintaining and supervising of safety precautions and programs. Contractor's Safety Representative is to have the authority to supersede Contractor's foreman and is to stop Work if the Work being completed is in violation of Contractor's or Owner's safety program, or OSHA regulations.
- D. Monitor and be responsible for all safety practices.
- E. The Engineer and Owner are to have full access to the Site. Contractor is to make personnel and equipment available to the Owner and Engineer/RPR to expedite observations.
- F. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.
- G. The Contractor is responsible for security, safety, etc. on the Site until all their equipment is removed and all keys are returned.

7.16 SUBMITTALS

- A. A sample of the Owner's/Engineer's Submittal Checklist is included as an attachment. The checklist is intended for Engineers' use but is included as a reference for the Contractor. Contractor submittals are to include all items requested in the Technical Specifications whether listed in the Submittal Checklist or not.
- B. All submittals are to be sent to the Owner as one package (unless a separate Schedule of Submittals is included and approved by the Engineer). All required resubmittals are also to be resubmitted as one package and any delinquent resubmittal must be identified by a new Schedule of Submittals. Failure to include a Schedule of Submittals for delinquent items will be justification by Engineer to consider submittal incomplete. Delinquent items will be considered reviewed and rejected.

7.17 CONTRACTOR'S GENERAL WARRANTY AND GUARANTEE

- A. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's Warranty and guarantee rights:
 - 1. Observations and/or Daily Observation Reports by Engineer/RPR.
 - 2. Recommendation by Engineer or payment by Owner of any Progress or Final Payment.
 - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by the Owner.
 - 4. Use or occupancy of the Work or any part thereof by the Owner.
 - 5. Any review and approval of a Shop Drawing or Sample submittal.
 - 6. The issuance of a Notice of Acceptability by the Engineer.
 - 7. The end of the correction period.
 - 8. Any inspection, test, or approval by others.
 - 9. Any correction of defective Work by Owner.

7.19 DELEGATION OF PROFESSIONAL DESIGN SERVICES

- A. If the Contract Documents note, or Contractor determines, that Professional Engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor is to cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-

delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

ARTICLE 10 ENGINEER'S STATUS DURING CONSTRUCTION

10.07 LIMITATIONS ON ENGINEER'S AUTHORITY AND RESPONSIBILITIES

A. Engineer's Responsibilities

1. Engineer will be Owner's representative during the construction period.
2. Engineer's Project Manager (PM) will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, the Engineer, for the benefit of the Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and observations, the Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
3. Engineer will identify all Set-off expenses incurred against Engineer in their invoice to Owner.
4. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

B. The Resident Project Representative's (RPR) Responsibilities

1. If the Owner retains Engineer to provide RPR services, the RPR will be Engineer's representative at the Site to assist in observing the progress and quality of the Work. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of the Contractor. The authority of any RPR will be as directed by the Engineer.
2. Neither Engineer's authority or responsibility under any provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in Contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them. No Agreement between the Owner and Engineer and nothing in this Contract is to imply or construct a third-party beneficiary status to the Contractor.

- #### **C. Engineer/RPR is to have the authority to stop Work in the event continuation of Work under a noncompliance situation, such as incomplete containment, may result in the violation of environmental laws, create a potential tort, or may result in the covering of defective or unaccepted Work (Nonconformance) product. This authority to stop work transfers back to the Owner after the Owner has been notified and returns to the Site.**

ARTICLE 11 CHANGES TO THE CONTRACT

11.02 CHANGE ORDERS

- #### **A. A Change Order is a written order to the Contractor signed by the Owner, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract sum or the Contract time. The**

cost or credit to the Owner resulting from a change in the Work is to be determined in one or more of the following ways:

1. By mutual acceptance of a lump sum.
 2. By unit prices stated in the Contract Documents or subsequently agreed upon.
 3. By actual itemized cost and fixed fees as set forth in 2 above. Cost is to be limited to the following: cost of materials, cost of labor, and cost of overhead.
- B. A Bulletin will be issued in most cases before a Change Order. A Bulletin will request prices and other information from the Contractor. Prices requested in a Bulletin are subject to negotiation with the Owner.

11.04 FIELD ORDERS

- A. A Field Order is written by the Engineer to the Contractor for purposes of clarification of the Specifications or plans. A Field Order is limited to items that do not change the scope of the Project.
- B. Field Orders do not affect either the Project cost or completion date.
- C. Field Orders become part of the Contract Documents and become binding upon the Contractor if they fail to object within three (3) working days after receiving the modification. A Field Order may be used as the basis of a Project cost change or Contract extension if all parties agree on the Field Order form to a potential future claim of either party or that the Field Order will be complied with, but under protest.

ARTICLE 15 PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 AND 15.06 PROGRESS AND FINAL PAYMENTS

- A. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- B. Measurement of payment will be considered based on the Schedule of Values submitted with the Contractor's bid. The Schedule of Values will be reviewed by the Engineer prior to Notice of Award. If the Engineer determines the Schedule of Values is not acceptable, the Engineer will use the Contractor's Schedule to reallocate values. The Engineer's reallocation interest will be to maintain a sufficient value for Work completed toward the end of the Project, to avoid frontloading values. The Engineer will assign values high enough to bring in another Contractor to finish Work in case of default. When evaluating the Schedule of Values, the Engineer will consider that material delivered to the Site has no value until properly applied. The Contractor has five (5) days to appeal the reallocated Schedule of Values.
- C. Pay Request(s) is to be made on form(s) supplied by the Owner or Engineer or required by Owner. If no form is supplied, use AIA form.
- D. The Owner will make Progress Payments once each month during performance of the Work, in which the Contractor files an application for payment.
 1. All such payments will be compared with the Schedule of Values,
 2. Or in the case of unit price Work, based on the number of units completed, or
 3. If lump sum item is less than 100% completed then allocated as follows:
 - a. On the exterior, surface preparation by high pressure cleaning or jetting and power tool cleaning will be considered equal to 40% of the Line Item Work and cost and full coat 15%. The remainder will be for lettering, demobilization, and clean-up.
 - b. Repairs will not be broken down. 100% completion is required before they will be considered for payment.
 - c. Mobilization is included in the surface preparation allotment for items in Part 3 above.
 4. Owner is entitled to impose a Set-off or withholding against payment based on any of the following:
 - a. Third party claims have been made or there is reasonable evidence indicating probable filing of claims against Owner on account of Contractor's conduct in the performance or furnishing of the Work.
 - b. Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or

- damages from Workplace injuries, adjacent property damage, non-compliance with Laws and Regulations (Special Damages, see Article 18 below), and patent infringement.
- c. Damage caused by the Contractor to the Owner or to another Site approved Contractor.
 - d. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other Work at or adjacent to the Site.
 - e. An event that would constitute a default by Contractor and therefore justify a termination for cause or.
 - f. Defective Work not remedied:
 - i. requiring correction or replacement including additional inspection costs
 - ii. requiring correction or replacement
 - iii. Owner has been required to correct defective Work or
 - iv. has accepted defective Work.
 - g. Persistent failure to carry out the Work in accordance with the Contract Documents.
 - h. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is Contractually responsible or responsible for creating the condition.
 - i. The Contract Price has been reduced by Change Orders.
 - j. Failure of the Contractor to make payments properly to Subcontractors, or for labor, materials, or equipment.
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens.
 - l. Liquidated Damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or Ready for Final Payment.
 - m. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract sum, or within the Contract time.
 - n. The Contractor has failed to provide and maintain required bonds or insurance.
 - o. The Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
 - p. The Owner has incurred extra charges or Engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to complete field observations that were determined to be failed.
 - q. Other items entitling Owner to a Set-off against Payment.
 - r. The Owner may also decline to make payment including an item previously approved for payment, because of subsequently discovered evidence or subsequent observations, as may be necessary in their opinion to protect against loss by Set-off amount previously recommended.
5. If the Owner imposes any Set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, the Owner will give the Contractor immediate notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay the Contractor any amount remaining after deduction of the amount so withheld. The Owner is to promptly pay the Contractor the amount so withheld, or any adjustment agreed to by the Owner and the Contractor, if the Contractor remedies the reasons for such action.
- a. The reduction imposed is to be binding on Contractor unless Contractor duly submits a Change Proposal contesting the reduction.
 - b. Engineer will recommend reductions in payment (Set-off) necessary in Engineer's opinion to protect Owner from loss.
6. Owner may decide against Set-off as a remedy, but in so doing, Owner does not waive any remaining remedies.
7. Neither the Owner nor the Engineer are under any requirements or obligations to notify the bonding company at Project Conclusion of Set-off or other remedies chosen.
8. If the Owner/Engineer prepare an accounting Change Order at Project Conclusion it will be considered signed by Contractor, unless the Contractor files a Change Proposal within five days protesting the

Set-off. If the appeal is rejected, the Change Order will be considered signed unless further appeals per the appeals process are claimed.

15.08 CORRECTION PERIOD

- A. Within thirteen (13) months from the date of Substantial Completion, the structure will be inspected by the Owner and/or their representative.
- B. The inspection will be performed in accordance with the applicable portions of AWWA D-102 Standard for Painting Steel Water Storage Tanks and industry standards.
- C. The Owner will establish a date of inspection and may or may not notify the Contractor in advance. The Contractor's attendance will not be required.
- D. The Owner will select a third-party inspection firm (either Engineer or Project Representative) to document inspection.
- E. Any failed Work will be documented, and the Contractor will be notified of necessary repair (method and extent). The Owner reserves the right to require inspection of the repair Work and possibly a second Warranty Inspection, dependent on degree of failure.
- F. This Warranty will automatically be extended until the structure is ice-free (if applicable) and the Warranty Inspection can be performed. The Contractor guarantees that the system is free from defects due to faulty materials or workmanship and the Contractor is to make the necessary correction to correct these defects. If the amount of rework exceeds ten percent (10%) of a portion of the Project, then the Owner reserves the right to have the Warranty period extended one (1) year for the entire portion of the Work.
- G. Cost for one (1) year Warranty Inspection will be the responsibility of the Owner.
- H. Cost for a second Warranty Inspection and repair inspections will be the responsibility of the Contractor and guaranteed by Contractor's Performance and Maintenance Bond (see Article 6).
- I. The Owner retains all Contractual remedies. The Warranty is not to be considered an exclusive remedy.
- J. If the Owner conditionally accepts Work which was observed or found to be in noncompliance, then the Owner has the right to withhold from final payment an amount equal to the cost to redo the Work if it fails the subsequent Warranty Observation, as well as an additional amount for additional Engineering services.
- K. The Contractor is to pay for additional expenses for RPR or Engineering or other Owner related expenses resulting from the failed Warranty. The Maintenance Bond is to remain in full effect, but the Engineer will notify the Contractor first. Failure to respond positively within two weeks will trigger notification and claim to bonding company.

ARTICLE 16 SUSPENSION OF WORK AND TERMINATION

16.02 AND 16.03 TERMINATION for CAUSE AND FOR CONVENIENCE

- A. The Owner may terminate the Contract when the approved Progress Schedule is not met because of the failure of the Contractor to exercise diligence and effectively perform all required Work, or when the progress of the Work is unacceptable to the Owner.
- B. In the absence of a Project Progress Schedule, the determination regarding the Contractor's diligence will be based on the Engineer's opinion, correspondence, and Field Reports.
- C. The Owner may terminate the Contract, when in the opinion of the Engineer, the Non-conformance report(s) indicate the Contractor is unable or unwilling to complete the Contract within the terms of the Contract.

ARTICLE 18 MISCELLANEOUS

18.02 LIMITATION OF DAMAGES

- A. Contractor is to reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for Engineering, construction observation, inspection, and administrative services needed after the time specified in the Project Summary for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

- B. After Contractor achieves Substantial Completion, if Contractor is to neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor is to reimburse Owner for the actual costs reasonably incurred by Owner for Engineering, construction observation, inspection, and administrative services needed after the time specified for the Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), and if necessary to hire other Contractors to complete portions of the Work, until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any Liquidated Damages for delayed completion established in this Agreement.

TABLE of CONTENTS
TECHNICAL SPECIFICATIONS

Section 00 91 18 – Definitions for Technical Specifications	1-2
Section 00 91 19.01 – Scheduling for RPR Services.....	3-7
Section 00 91 19.02 – Contractor’s Financial Responsibility for RPR	8-10
Section 01 50 00 – Temporary Construction Facilities and Utilities.....	11-13
Section 01 53 43 – Protection of Environment.....	14-17
Section 05 00 00 – Metal Repairs.....	18-22
Drawing 01a ..30” Bolted Manway	
Drawing 01b ..30” Bolted Manway Chart	
Drawing 01c ..Manway Hinge Details	
Drawing 02Painter’s Railing Support	
Drawing 03Transition Cone Rigging Lug	
Section 09 97 13 – Steel Coating	23-32
Section 09 97 13.10 – Steel Coating Surface Preparation	33-34
Section 09 97 13.24.11 – Exterior Steel Coating – 3 Coat Epoxy Urethane	35-36
Overcoat	
Section 09 97 23.23.01 – Concrete Foundation Coating – 2 Coat Epoxy	37
Section 16 15 01 – Electrical Work.....	38-39

SECTION 00 91 18

DEFINITIONS for TECHNICAL SPECIFICATIONS

PART 1 – GENERAL

1.01 DEFINITIONS FOR TECHNICAL SPECIFICATIONS

Reservoir:

- A. Wet Interior: Internal surfaces, excluding inaccessible areas, to the roof, shell, bottom, accessories, and appurtenances that are exposed to the stored water or its vapor. Examples are the interior of the roof, sidewall, floor.
- B. Dry Interior: Surfaces of the finished structure, excluding inaccessible areas, that are not exposed to the elemental atmosphere or the stored water or its vapor. Examples are the interior of pilasters.
- C. Exterior: External surfaces, excluding inaccessible areas, of the roof, sidewall, accessories, and appurtenances that are exposed to the elemental atmosphere.
- D. Inaccessible Areas: Areas of the finished structure that, by virtue of the configuration of the completed structure, cannot be accessed to perform surface preparation or coating application (with or without the use of scaffolding, rigging, or staging). Inaccessible areas include such areas as the contact surfaces of roof plate lap joints, underside of roof plates where they cross supporting members, top surface of rafters directly supporting roof plates, contact surfaces of bolted connections, underside of column baseplates, contact surfaces of mating parts not intended to be removed or disassembled during routine operation or maintenance of the structure, and underside of the floor plate for ground supported flat bottom tanks.
- E. Sidewall: Vertical walls to the weld seam of the roof.
- F. Roof: Very top of the structure, including top seam of sidewall.
- G. Floor: Lower area of the tank proper shaped like a flat plate.

Spheroid:

- A. Wet Interior: Internal surfaces, excluding inaccessible areas, to the roof, shell, bottom, accessories, and appurtenances that are exposed to the stored water or its vapor. Examples are the interior of the roof, sidewall, transition cone, and exterior of the access tube within the tank.
- B. Dry Interior: Surfaces of the finished structure, excluding inaccessible areas, that are not exposed to the elemental atmosphere or the stored water or its vapor. Examples are the interior of the access tube, interior of the riser, and underside of the bowl above the riser.
- C. Exterior: External surfaces, excluding inaccessible areas, of the roof, sidewall, riser, accessories, and appurtenances that are exposed to the elemental atmosphere.

- D. Inaccessible Areas: Areas of the finished structure that, by virtue of the configuration of the completed structure, cannot be accessed to perform surface preparation or coating application (with or without the use of scaffolding, rigging, or staging). Inaccessible areas include such areas as the contact surfaces of roof plate lap joints, underside of roof plates where they cross supporting members, top surface of rafters directly supporting roof plates, contact surfaces of bolted connections, underside of column baseplates, contact surfaces of mating parts not intended to be removed or disassembled during routine operation or maintenance of the structure and inside of risers less than a nominal 36 in. diameter.
- E. Sidewall: Vertical walls to the weld seam of the roof.
- F. Access Tube: Cylindrical tube extending from top of the riser to the roof through the tank including all steel appurtenances (i.e., ladder, overflow pipe, brackets, etc.). There may be a transition cone that connects the bowl to the access tube
- G. Condensate Platform: Platform that covers entire area of the dry riser and used to collect and stop condensation from entering the basebell.
- H. Top Platform: Landing area directly under tank's access tube.
- I. Basebell: Conic surface that starts at the ground that supports the riser.
- J. Roof: Very top of the structure, including top seam of sidewall.
- K. Bottom: Lower area of the tank proper shaped like a bowl.
- L. Riser: Center support between the basebell and bowl.

SECTION 00 91 19.01

SCHEDULING FOR RPR SERVICES

PART 1 – COMMUNICATION

1.01 RESIDENT PROJECT REPRESENTATIVE (RPR) SERVICES

- A. DIXON provides three types of RPR services or any combination of the three:
1. Hold Point Site Visits (sometimes called Critical Phase Visits) where RPR Services are for defined Hold Point, where Work stops until that portion of Work is reviewed on Site by a professional RPR.
 2. Full Time RPR is a professional RPR staying in lodging away from home and living on per diem expenses.
 3. Daily RPR is a professional RPR living at home and traveling to Site on a daily basis.
 4. Based on the type of Project the RPR services may change from Daily or Full Time to Hold Point or from Hold Point to Daily or Full Time.
 5. Intended Beneficiary: The onsite observation services for this Project are for the benefit of the Owner. There are no intended benefits to the Contractor, or any other third parties. Contractor still provides quality control (QC).

1.02 HOLD POINT OBSERVATIONS AND MEETINGS

- A. Each Hold Point requires an onsite visit for Observation. Example: If the Contractor coats over, or otherwise makes Work inaccessible for Observation, the Work will be considered failed. Remove Work and recoat or repair in accordance with this specification. At least two (2) new Hold Points, surface preparation and coating, may be created when Work fails after the primer has been applied.
- B. Stop Work and schedule Observation times for the following Hold Points as a minimum. Additional Hold Points may be determined at the Preconstruction Meeting. Each Hold Point requires a Site visit and observation. Schedule of Hold Points – Preliminary:
1. Hold Point Meeting: The Preconstruction Meeting is the initial Hold Point. The Preconstruction Meeting will not be scheduled until five (5) days after all required submittals are received and reviewed by the Engineer and no exceptions are taken to the shop drawings.
 2. Hold Point - Prior to draining tank:
 - a. To ensure all Section of 01 50 00 and 01 53 43 environmental requirements are met.
 3. Hold Points – Section 05 00 00 – Metal Repairs:
 - a. To locate or quantify repairs as necessary.
 - b. To review surface preparation prior to welding and review all products prior to installation.

- c. After welding is complete for quality assurance.
- 4. Hold Points – Sections 09 97 13 – Steel Coating and 09 97 13.10 Steel Coating Surface Preparation:
 - a. Prior to surface preparation to set the standard.
 - b. Prior to primer application to verify cleanliness, profile, thoroughness, and ambient conditions for coating application.
 - c. Prior to application of each successive coat for quality assurance and ambient conditions for the next coat.
 - d. Prior to application of the final coat to verify all non-conformance issues have been resolved.
 - e. Scheduled pre-final Observation: Allow engineer access to all locations so a complete punch list can be prepared. Final coat on ladders or other access points can be delayed until after this Observation and included as a punch list item.
 - f. Scheduled final Observation: After ALL punch list items have been completed (including painting ladders), provide access to all items on the punch list.

1.03 SCHEDULING FOR RPR SERVICES FOR HOLD POINT OBSERVATIONS

- A. Prior to First Observation 48 hours advance Notice is required
- B. All Subsequent Hold Points are to be scheduled by 6:00 P.M (Eastern Time) the previous day.
 - 1. Scheduling with a Central Contract Administrator. Names and phone numbers of a Contract Administrator and a Second Contract Administrator will be given to the Contractor during the Preconstruction Meeting.
- C. The Contract Administrator may be contacted by cell phone. If no answer a voice mail may be left with all details of RPR request included, or
- D. The Contract Administrator may be contacted by text to their cell phone.
- E. If the Contract Administrator is not available, DIXON's Corporate Office may be contacted during regular working hours at 1-800-327-1578.
- F. Scheduling through a Project Manager is not an alternative.
- G. Scheduling through an RPR is not an alternative for Hold Point Observation.

1.04 SCHEDULING FOR RPR SERVICES FOR FULL TIME OR DAILY OBSERVATIONS

- A. Productive Work
 - 1. Do not start, continue, or complete any Productive Work if RPR is not present on the Project Site.
 - 2. Productive Work includes, but is not limited to, all elements of abrasive blast cleaning, power washing, high pressure water jetting or high/low pressure water

cleaning, power tool cleaning, rigging, painting, metal repairs, concrete repairs, punch list items, and clean-up.

3. Preparation, mobilization, containment erection, and other non-productive work does not require observation if completed before the structure is removed from service, nor does demobilization after tank is returned to service.
4. If containment erection is completed while other productive work progresses, then a RPR is required.
5. If welding is completed for contracted work (antenna rails, painter's rails, ladders, etc.) during containment erection welding, then contracted work is considered Productive Work and an RPR is to be present. Any spot painting during containment erection is also considered Productive Work.
6. After the Project has been completed and after all punch list items have been completed, cure time and site clean-up, excluding any waste coating or abrasive issues, are not considered Productive Work.
7. After the Project has been completed, complaints from Owner or neighbors concerning health, environmental, or damage issues, and any waste coating or waste abrasive issues, are considered Productive Work requiring a RPR even after the structure is returned to service.
8. Essentially all work completed between the out-of-service date and the Substantial Completion Date, excluding cure and disinfection, is considered Productive Work and requires the presence of a RPR.

1.05 SCHEDULING WITH A CENTRAL CONTRACT ADMINISTRATOR

- A. The Contract Administrator may be contacted by cell phone. If no answer, a voice mail may be left with all details of RPR request included, or
- B. The Contract Administrator may be contacted by text to their cell phone.
- C. If the Contract Administrator is not available, DIXON's Corporate Office may be contacted during regular working hours at 1-800-327-1578.
- D. Scheduling through a Project Manager is not an alternative.

1.06 SCHEDULING THROUGH ONSITE RPR

- A. Scheduling through an on-site RPR, completing Full Time or Daily RPR Services, may be considered a properly completed Request if completed by the Foreman and RPR before leaving site. If not completed on site, then schedule through the Central Contract Administrator.

1.07 SUMMARY OF SCHEDULING HOLD POINT OBSERVATIONS

- A. Contract Administrator
 1. by phone
 2. by text
 3. by voice mail

- B. Second Contract Administrator
 - 1. by phone
 - 2. by text
 - 3. by voice mail
- C. Corporate Office during work hours
 - 1. by phone
 - 2. NO voicemail
- D. Do NOT contact Project Manager

1.08 SUMMARY OF SCHEDULING FOR FULL TIME OR DAILY OBSERVATIONS

- A. Contract Administrator
 - 1. by phone
 - 2. by text
 - 3. by voice mail
- B. Second Contract Administrator
 - 1. by phone
 - 2. by text
 - 3. by voice mail
- C. Corporate Office during work hours
 - 1. by phone
 - 2. NO voicemail
- D. RPR on site
- E. Do NOT contact Project Manager

1.09 CONTRACTOR'S RESPONSIBILITIES

- A. The Engineer and Owner are to have full access to the Site at reasonable times for their Observation, testing, and Contractor's personnel and equipment is to be available to the Owner and Engineer/RPR to expedite Observations. Provide Owner, Engineer/RPR proper and safe conditions for such access, including rigging, and advise them of Contractor's site safety procedures and programs so that they may comply as applicable.
- B. Contractor is responsible for all of Contractor's manpower needs and scheduling and work to be completed. RPR is to be available to expedite the Project and complete their services with minimal interference of the Contractor's Work. Successful Project completion is dependent on Contractor's proper scheduling and use of RPR services.
- C. The Contractor is financially responsible for efficient scheduling of RPR services, See Section 00 91 19.02.

1.10 DELAY IN ARRIVAL OF RPR

- A. RPRs for Hold Point, Full-Time or Daily observations may be delayed by traffic or other reason from arriving at the scheduled time. The Contractor is to contact the Contract Administrator immediately if the RPR has not arrived at the scheduled time.
- B. The Contract Administrator will locate the missing RPR, return to the Contractor with a revised arrival time, and discuss with the Contractor what other work can be completed until RPR arrives for Observation.

1.11 REJECTED DEFECTIVE WORK

- A. All Productive Work completed without an RPR present is to be considered Defective Work and rejected per the General Conditions. This includes work completed:
 - 1. Without proper scheduling an RPR
 - 2. Prior to the scheduled arrival of the RPR
 - 3. When Day has been scheduled as a No Workday
 - 4. When RPR is delayed, and Contract Administrator has not been notified.

1.12 NON-CONFORMANCE REPORTS (NCR)

- A. The RPR will issue a Non-Conformance Report for every performance item, material, or equipment supplied, and/or environmental situation that fails to meet the requirements of the specifications.
- B. All Work in non-conformance will be considered Defective Work to be replaced, repaired per terms of the General Conditions.
- C. Do not start Work until all required equipment and RPR are on-site.
- D. Immediately correct all environmental non-conformance to prevent an accident. If an incident has already occurred, contact the proper governmental environmental agency, and conduct an immediate clean-up per their direction.
- E. If the Nonconformance Report is issued because of equipment specified but not delivered, repaired, or replaced then the financial Set-off will be 140% * of the rental value of equipment in non-conformance (i.e., non-working decontamination trailer, hand wash facilities, air filtration units, etc.).
- F. If the Nonconformance Report issued is because of noncompliance with environmental equipment or practices, the Set-off will be 140%* of the estimated cost of compliance.

*The costs of items E. and F. above are damage estimates. The cost of equipment will be the rental charge from a reputable local dealer with 40% extra being for operation cost. Cost of environmental compliance is the estimated cost of compliance. The extra 40% is potential risk to the Owner for non-conformance. In no situation will the Owner assume liability.

- G. All additional Engineering/RPR expenses incurred because of a Non-Conformance Report is subject to Set-off by Owner.

SECTION 00 91 19 .02

CONTRACTOR'S FINANCIAL RESPONSIBILITY FOR RPR

PART 1 - PROGRESS SCHEDULE and RPR SCHEDULE

1.01 GENERAL

- A. The Contractor is financially responsible for the proper and efficient use of RPR services.

1.02 HOLD POINTS AND RPR SERVICES

- A. Fees for Hold Point RPR Services are contracted with the Owner at a Unit Price and are calculated to include the following: travel time to and from Site, reimbursable expenses, observation and report time. Time required for Contractor to repair or redo small areas that failed Observation, are not included in the unit price. Failure may be minimal compared to all Work observed, but failed Work still must be observed before proceeding. For minor failures that can be quickly repaired, the Contractor may entirely at their option:
 - 1. Accept a Non-Conformance for failed Observation.
 - 2. Request the RPR wait for a reasonable period while repairs are completed.
 - 3. Proceed with the next phase for all areas which have not failed, and “work around” failed areas. The failed areas would then be observed at the next Hold Point.
- B. The Fee for extended onsite time, or a new Hold Point is the responsibility of the Contractor.

1.03.1 FULL TIME OR DAILY RPR SERVICES

- A. It is the intention of the Owner, that the RPR fees be used to observe Productive Work. Productive Work is defined in previous Section 00 91 19 .01 Scheduling for RPR Services, with examples. The Owner will pay for all RPR service fees generated observing Productive Work that meets specification requirements. Normally this will be the first time for most observations.
- B. The Contractor will pay all RPR and/or Engineer fees generated by failed Observations of Productive Work.
- C. The availability of RPR and RPR's ability to timely perform the required Services are dependent on Contractor's communication. RPR is to be available to meet the Progress Schedule demands and complete RPR services with minimal interference of the Contractor's Work, if Contractor properly scheduled RPR Services.

1.03.2 FULL TIME OR DAILY RPR SERVICES

- A. Contractor Pays for RPR or Engineering Services resulting from:
 - 1. Productive Work on a Holiday

2. Failed or Improper Scheduling,
3. Failure to Request Observation per Section 00 91 19 .01,
4. Less than 8 hours per day or On-call Time as a result of:
 - a. Premature Request for RPR Services,
 - b. No show or late start,
 - c. Rejection of Work and/or Non-Conformance reports,
 - d. Equipment failure, insufficient manpower, materials, or equipment
 - e. Weather reasons per 1.04.B.03

1.03 RPR FEE CALCULATIONS FOR FAILED OBSERVATIONS

- A. The basis for Fees assessed to Contractor is based on the Owner/DIXON contract. Fees will be calculated in the same manner as in the Owner/Engineer Agreement, i.e., if the RPR is working at an overtime rate for Owner, then fee for unproductive services will be documented at the same rate.
 1. Hold Point for Welding or Coating Observation, or extra Progress Meetings
 - a. The same Unit Price Fee as would be charged to Owner for each respective Observation or meeting. Note the fee will be determined by the Contract and may vary between types of Hold Point services.
 - b. Extended time at site charged at Regular Rate (See definition below)
 2. Daily Observation is to be the same fee as charged to Owner from the Owner/DIXON contract.
 - a. Minimum workday is 8 hours plus travel time
 - b. reimbursable mileage
 3. Full-time Observation Fee is to be the same as charged to Owner for the same Service.
 - a. Minimum workday is 8 hours
 - b. Minimum work week is 40 hours
 - c. Reimbursable expenses/ Per Diem
 4. Fees common to Full Time, Daily and Hold Points with extended stays, and On-call Time
 - a. Regular Pay for RPR is charged at the rate matching the RPR's experience and qualifications.
 - b. Overtime Rate is 1.5 times Regular Rate
 - 1) For all time worked on the actual holiday
 - 2) Weekend work by RPR
 - 3) For time over 40 hours. (The standard work week for overtime (over 40) begins on Monday as Sunday is already paid at overtime rate.)
- B. Fees of misused or unnecessary Engineer/RPR Services will be documented and submitted to the Owner for Set-off.

- C. The right to Set-off is a contracted right of Owner per the General Conditions, or Additions to General Conditions, and the right to enforce those rights are at the Owner's discretion.

1.04 ON-CALL TIME

- A. RPR's are professional personnel that get paid a minimum of 8 hours per day even though the Contractor's operations or methods results in less than an 8-hour day.
- B. If the Contractor has scheduled a Workday, and if RPR is not free to spend the day at RPR's discretion or to be reassigned; then the RPR will be considered On-call.
 - 1. The RPR will be considered, if scheduled, On-call every morning and day unless work is cancelled per Section 00 19 91.01.
 - 2. For Daily observation the On-call time will not exceed 8 hours, any travel time should occur within those 8 hours.
 - a. Late Starts - Agreed start time will be scheduled with the Contract Administrator at the Preconstruction Meeting.
 - b. The RPR's On-call time starts at the agreed start time, if RPR is on Site and available to Work, and On-call time continues until Work starts.
 - 3. For weather reasons
 - a. 8 hours if adverse weather conditions were clearly forecast
 - b. Two hours plus time worked up to 8 hours or actual time worked if greater, if forecast was less than 20% weather meeting definition of a weather day (day where work could not be performed due to weather).
 - 4. For reasons other than weather, eight (8) hours will be considered the minimum On-call Time. This includes, but is not limited to, equipment failure, insufficient materials, damaged containment, etc.
- C. The actual charged On-call time will be eight (8) hours, minus the number of hours actually worked.
- D. Overtime, Weekend, Holiday pay requirements apply to all On-call time pay. On-call hours will count towards forty (40) hour week triggering overtime at forty (40) hours.
- E. If Work is cancelled per requirements in Section 00 19 91.01 (by prior night) in advance and RPR is notified in advance, there is no On-call time.
- F. If Contractor schedules days off per Scheduling requirements, the inspector will return to his/her home base and there will be no show time charges. Based on the Contract the RPR may be entitled to Mobilization or Demobilization.

SECTION 01 50 00

TEMPORARY CONSTRUCTION FACILITIES and UTILITIES

PART 1 - GENERAL

1.01 SUMMARY

- A. The Contractor is fully responsible to provide and maintain temporary facilities and utilities required for construction as described herein, and to remove the same upon completion of work.

1.02 QUALITY ASSURANCE

- A. Regulatory Requirements:
 - 1. National Fire Protection Association (NFPA): NFPA No.70-93
 - 2. National Electrical Code (NEC) and local amendments thereto.
 - 3. Comply with all federal, state, and local codes and regulations, and utility company requirements.

PART 2 - PRODUCTS

2.01 TEMPORARY ELECTRICITY and LIGHTING

- A. Supply temporary lighting sufficient to enable Contractor to safely access all work areas.
- B. Electrical requirements more than the capacity of existing electrical service is to be responsibility of Contractor.
- C. Provide, maintain, and remove temporary electric service facilities.
- D. Facilities exposed to weather is to be weatherproof-type and electrical equipment enclosure locked to prevent access by unauthorized personnel.
- E. Contractor is to pay for and arrange for the installation of temporary services.
- F. Patch affected surfaces and structures after temporary services have been removed.
- G. Provide explosion proof lamps, wiring, switches, sockets, and similar equipment required for temporary lighting and small power tools.

2.02 WATER for CONSTRUCTION

- A. Owner will provide water required for cleaning and other purposes.
- B. Water use is not to exceed usage that might endanger the Owner's water system's integrity.

2.03 SANITARY FACILITIES

- A. Provide temporary sanitary toilet facilities conforming to state and local health and sanitation regulations, in sufficient number for use by Contractor's employees.

- B. Maintain in sanitary condition and properly supply with toilet paper.
- C. Remove from site before final acceptance of work.

2.04 TEMPORARY FIRE PROTECTION

- A. Provide and maintain in working order a minimum of two fire extinguishers and such other fire protective equipment and devices as would be reasonably effective in extinguishing fires.

2.05 DAMAGE to EXISTING PROPERTY

- A. Contractor is responsible for replacing or repairing damage to existing buildings, sidewalks, roads, parking lot surfacing, turf, and other existing assets.
- B. Owner has the option of contracting for such work and having cost deducted from contract amount if the Contractor is not qualified to complete repairs or fails to act in a timely manner.

2.06 SECURITY

- A. Security is not provided by Owner.
- B. Contractor is to be responsible for loss or injury to persons or property where work is involved and is to provide security and take precautionary measures to protect Contractor's and Owner's interests.

2.07 TEMPORARY PARKING

- A. Parking for equipment and Contractor employees are to be designated and approved by Owner.
- B. Make parking arrangements for employees' vehicles.
- C. Any costs involved in obtaining parking area is to be borne by Contractor.

PART 3 - EXECUTION

3.01 GENERAL

- A. Maintain and operate systems to ensure continuous service.
- B. Modify and extend systems as work progress requires.

3.02 REMOVAL

- A. Completely remove temporary materials and equipment when no longer required.
- B. Clean and repair damage caused by temporary installation or use of temporary facilities.
- C. Restore existing or permanent facilities used for temporary service to specified or original condition.

3.03 BARRIERS and ENCLOSURES

- A. The Contractor is to furnish, install, and maintain as long as necessary, required adequate barriers, warning signs or lights at all dangerous points throughout the work for protection of property, workers, and the public. The Contractor is to hold the Owner harmless from damage or claims arising out of any injury or damage that may be sustained by any person or persons as a result of the work under the Contract.

SECTION 01 53 43

PROTECTION of ENVIRONMENT

PART 1 - GENERAL

1.01 SUMMARY

- A. Contractor in executing work is to maintain work areas, on-and-off site in accordance with federal, state, or local regulations.
- B. The Contractor is responsible for any, and all clean-up of any hazardous waste that may be necessary, including all applicable costs for clean-up and disposal.

1.02 LAWS and REGULATIONS

- A. Environmental regulations may be met with different available technologies. It is the Contractor's sole responsibility to comply with these and all applicable environmental regulations.
- B. If a release occurs work will stop until corrective actions are complete as determined by the appropriate regulatory agency.

1.03 PROTECTION of SEWERS

- A. Take adequate measures to prevent impairment of operation of existing sewer system. Prevent construction material, pavement, concrete, earth, or other debris from entering sewer or sewer structure.

1.04 PROTECTION of WATERWAYS

- A. Observe rules and regulations of local and state agencies, and agencies of U.S. government prohibiting pollution of any lake, stream, river, or wetland by dumping of refuse, rubbish, dredge material, or debris therein.
- B. Provide containment that will divert flows, including storm flows and flows created by construction activity, to prevent loss of residues and excessive silting of waterways or flooding damage to property.
- C. Comply with procedures outlined in U.S. EPA manuals entitled "Guidelines for Erosion and Sedimentation Control Planning and Implementation," Manual EPA-72-015 and "Processes, Procedures, and Methods to Control Pollution Resulting from all Construction Activity," Manual EPA 43019-73-007.

1.05 DISPOSAL of EXCESS EXCAVATED and OTHER WASTE MATERIALS

- A. Dispose of waste material in accordance with federal and state codes, and local zoning ordinances.

- B. Unacceptable disposal sites include, but are not limited to, sites within wetland or critical habitat, and sites where disposal will have detrimental effect on surface water or groundwater quality.
- C. Make arrangements for disposal, subject to submission of proof to Engineer that Owner(s) of proposed site(s) has valid fill permit issued by appropriate government agency and submission of haul route plan, including map of proposed route(s).
- D. Provide watertight conveyance for liquid, semi-liquid, or saturated solids that have potential to leak during transport. Liquid loss from transported materials is not permitted, whether being delivered to construction site or hauled away for disposal. Fluid materials hauled for disposal must be specifically acceptable at selected disposal site.

1.06 PROTECTION of AIR QUALITY

- A. Contain paint aerosols and VOCs by acceptable work practices.
- B. Minimize air pollution by requiring use of properly operating combustion emission control devices on construction vehicles and equipment used by Contractor and encouraging shutdown of motorized equipment not actually in use.
- C. Trash burning not permitted on construction site.
- D. If temporary heating devices are necessary for protection of work, they are not to cause air pollution.

1.07 PROTECTION from FUEL and SOLVENTS

- A. Protect the ground from spills of fuel, oils, petroleum distillates, or solvents by use of containment system.
- B. Total paint, thinner, oils, and fuel delivered to and stored on-site cannot exceed supplied capacity of spill containment provided (i.e., fuel and oil to be sized to exceed possible spill).
- C. Provide proper containment unit under fuel tank and oil reservoirs for all equipment and fuel storage tanks.
- D. Barrels of solvents, even for cleaning, are prohibited. Do not deliver paint thinners in containers greater than five (5) gallons.
- E. Disposal of waste fluids are to be in conformance with federal, state, and local laws and regulations.

1.08 USE of CHEMICALS

- A. Chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of U.S. EPA, U.S. Department of Agriculture, state, or any other applicable regulatory agency.

- B. Use of such chemicals and disposal of residues are to be in conformance with manufacturer's written instructions and applicable regulatory requirements.

1.09 NOISE CONTROL

- A. Conduct operations to cause least annoyance to residents in vicinity of work and comply with applicable local ordinances.
- B. Equip compressors, hoists, and other apparatus with mechanical devices necessary to minimize noise and dust. Equip compressors with silencers on intake lines.
- C. Equip gasoline or oil-operated equipment with silencers or mufflers on intake and exhaust lines.
- D. Route vehicles carrying materials over such streets as will cause least annoyance to public and do not operate on public streets between hours of 7:00 P.M. and 7:00 A.M., or on Saturdays, Sundays, or legal holidays unless approved by Owner.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.01 HAZARDOUS MATERIALS PROJECT PROCEDURES

- A. Applicable Regulations:
 - 1. RCRA, 1976 – Resource Conservation and Recovery Act: This federal statute regulates generation, transportation, treatment, storage, and disposal of hazardous wastes nationally.
 - 2. Act 64, 1979 – Michigan's Hazardous Waste Management Act: This statute regulates generation, transportation, treatment, storage, and disposal of hazardous wastes.
 - 3. Act 451, 1994 – Natural Resources and Environmental Protection Act: This statute regulates discharge of certain substances into the environment, regulates use of certain lands, waters and other natural resources.
 - 4. Act 641 as amended 1990 – Michigan's Solid Waste Act: This statute regulates generation, transportation, treatment, storage, and disposal of solid wastes.
- B. Use the Uniform Hazardous Waste Manifest (shipping paper) to use an off-site hazardous waste disposal facility.
- C. Federal, State and local laws and regulations may apply to the storage, handling and disposal of hazardous materials and wastes. The list below includes the regulations which are most frequently encountered:

<u>Topic</u>	<u>Agency and Telephone Number</u>
Small quantity hazardous waste management, including hazardous waste stored in tanks	Hazardous Waste Division, EGLE (517) 373-2730 in Lansing, or District Office Certified County Health Department
Hazard Communication Standards (for chemical in the workplace)	Occupational Health Division, Michigan Department of Consumer, and Industrial Services (517) 373-1410
Burning of waste oil and other discharges to the air	Air Quality Division, EGLE (517) 322-1333 in Lansing, or District Office
Local fire prevention regulations and codes (including chemical storage requirements)	Local fire chief or fire marshal

D. Department of Environment, Great Lakes, and Energy

Hazardous Waste Division
Compliance Section District Offices

Kalamazoo District Office
7953 Adobe Rd.
Kalamazoo, MI 49009-5025
(269) 567-3500
(269) 567-3555 (fax)

SECTION 05 00 00

METAL REPAIRS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Steel and Miscellaneous Repairs.

1.02 REFERENCES

- A. AWWA D100 Weld Standard (latest version)
- B. AWS Weld Standard (latest version)
- C. API 650 Standard (latest version)

1.03 OMISSIONS

- A. The specifications include all work and materials necessary for completion of the Work. Any incidental item(s) of material, labor, or detail(s) required for the proper execution and completion of the Work are included.

1.04 DEFINITIONS

- A. Ground Flush: Ground even with adjacent metal with no transition. This preparation is intended for all removed items.
- B. Ground Smooth: Ground welds to the point that no cuts or scratches occur when rubbing your hand over the weld. Rebuild with weld any concavity discovered during grinding. This preparation is intended for all newly added steel.

1.05 WORK INCLUDED

Reservoir:

- 1) Install sidewall manway.

Spheroid:

- 1) Inspect the expansion joint.
- 2) Reinstall the check valve on the condensate drain line.
- 3) Install painter's railing stand-offs.
- 4) Weld a rigging lug on the transition cone.

1.06 WORKMANSHIP

- A. Provide material and workmanship necessary to complete the Project to the standards specified.
- B. All weld spatter is to be removed prior to coating application.
- C. Welds at all removed steel items are to be ground flush with surrounding surface. All new welds are to be ground smooth.

- D. Removed items are to become the property of the Contractor. The Contractor is to properly dispose of all removed items.

1.07 WELDER QUALIFICATIONS

- A. Certified for type and position of weld specified.
- B. The welder is to be specialized in industrial or heavy commercial welding and experienced in rigging and elevated work.

1.08 WELD QUALIFICATIONS

- A. This structure is known to be constructed of high-strength steel and was originally designed per the alternate design provisions outlined in AWWA D100.
- B. All welding procedure specifications (WPS) used on this project shall conform to AWWA D100-21 Section 14.1.1 where applicable.

1.09 SUBMITTALS

- A. Provide an electronic copy to the engineer. Note that the Contractor is to supply a separate copy of the SDS of each product at the job site that is accessible by their employees.
- B. No work may commence without the complete filing. All SDS shall conform to the requirements of SARA (EPCRA) Right-to-Know Act.
- C. Submit the following ten (10) days prior to the preconstruction meeting:
 - 1. Provide for employees one (1) copy of all data sheets at the job site for employee access.
 - 2. Safety Data Sheets (SDS) and Product Data Sheets:
 - a. Safety Data Sheets (SDS) for all chemicals or products that contain chemicals.
 - b. Product Data Sheets (PDS) or Technical Data Sheets (TDS) for all items.
 - 3. Welder's certification.

1.10 WORK SEQUENCING

- A. The Contractor is to monitor for flammable gases inside the tank prior to any welding or cutting. Monitoring is to be performed whether the tank is full or empty. Monitoring is also to be performed whether or not interior access is to be gained during welding and/or cutting.
- B. The following is NOT a ways-and-means decision of the Contractor. It is accepted and good painting practice and is to be completed by the Contractor in this specified fashion:
 - 1. Complete all surface preparation ahead of all cutting and welding, such as removal of heavy metal bearing coating in the immediate area.
 - 2. Complete all welding repairs prior to commencement of any power washing, surface preparation, or coating application.

3. Disassemble appurtenances with mating surfaces (i.e., overflow flap gate, vent flange, etc.), surface prepare and coat mating surfaces and reassemble after topcoat is dry.

1.11 NEW STEEL COATING

- A. The new carbon steel and weld burn surfaces are to be prepared and coated in accordance with Sections 09 97 13 and 09 97 13.10.

PART 2 – PRODUCTS

2.01 SUBSTITUTIONS

- A. All products specified herein have been determined to meet a minimal standard. The products specified are the standard to which all proposed substitutions are to be compared.

2.02 STEEL PLATING and OTHER STRUCTURAL SHAPES

- A. General Steel: ASTM – A36.
- B. General Stainless Steel: ASTM – 316.

2.03 BOLTS and NUTS

- A. Galvanized Steel
 1. ASTM A307 Grade A zinc coated Steel Bolts.
 2. ASTM A307 Grade A zinc coated Nuts.

2.04 WELDING ROD

- A. Final – E70XX Electrodes.
- B. Root – E60XX Electrodes.
- C. Wire – ER70S Electrodes.

2.05 MANWAY GASKET

- A. Manway gaskets for manways in contact with potable water.
- B. Gaskets to meet ASTM D2000 and NSF 61/600 requirements. Gaskets to be ¼ inch thick Ethylene Propylene Diene (EPDM) AB-576 item number 386-16-482 as manufactured/supplied by American Biltrite www.american-biltrite.com (888) 275-7075, or approved equal.

PART 3 - EXECUTION

3.01 SIDEWALL MANWAY - RESERVOIR

- A. Install a 30 in. diameter manway in the sidewall to replace the existing manway. Notify the Engineer if obstructions do not permit replacement of the existing manway. Location to be determined by the Engineer.
- B. Install a gasket between the flange and cover. Install after the topcoat is dry.
- C. The Contractor is to ensure that the manway does not leak, including returning to reseal the gasket as needed after the Owner refills the tank.
- D. See Drawings 01a-01c.
- E. Payment is a separate line item "Sidewall Manway" which the Owner reserves the right to delete.

3.02 EXPANSION JOINT INSPECTION - SPHEROID

- A. Remove the insulation from the expansion joint to determine type.
- B. Report the type of expansion joint and provide photographs to the Owner/Engineer.
- C. Reinstall the insulation and jacketing onto the expansion joint. Condition is to meet the existing conditions at a minimum.
- D. Payment is incidental to the Project.

3.03 CONDENSATE DRAIN LINE CHECK VALVE - SPHEROID

- A. The check valve on the existing drain line was installed backwards.
- B. Remove the existing check valve and reinstall in the proper direction, reattach the drain line back onto the check valve.
- C. Clean the sediment from the condensate platform.
- D. Payment is a separate line item "Condensate Drain Line Repair" which the Owner reserves the right to delete.

3.04 PAINTER'S RAILING STAND-OFFS - SPHEROID

- A. Install a stand-off at the unsupported butt welds on the existing painter's railing.
- B. There are three (3) unsupported butt welds, Contractor to field verify number of unsupported butt welds.
- C. See Drawing 02.
- D. Payment is a separate line item "Painter's Railing Stand-offs" which the Owner reserves the right to delete.

3.05 TRANSITION CONE RIGGING LUG - SPHEROID

- A. Install a lug on the transition cone above the top platform ladder opening.
- B. See Drawing 03.
- C. Payment is incidental to the Project.

PART 4 – SPECIAL PROVISIONS

4.01 WELD PREPARATION PRIOR to COATING

- A. Prepare all new welds per NACE SP0178 prior to coating application. Grind welds to category D.

4.02 COATING REPAIR – WET INTERIOR AND DRY INTERIOR

- A. Complete all welding and cutting prior to any surface preparation for painting to avoid contamination of surfaces.
- B. Remove any residue and weld smoke by solvent cleaning.
- C. Power tool clean to a SSPC-SP11 finish all areas damaged by welding.
- D. Use 3M Scotch-Brite Clean'n Strip Discs.
- E. Feather edges of adjacent coating a minimum of ½ in. from exposed steel.
- F. Apply repair system at 4.0 - 6.0 mils per coat as follows:

<u>Manufacturer</u>	<u>System</u>
Tnemec	21/21
Induron	PE-70/PE-70
Sherwin Williams	5500LT/5500LT
- G. Contractor has the option to apply one (1) coat of PPG Aquatopoxy A-61 at 6.0-10.0 mils in lieu of the two-coat system.
- H. System to meet all National Sanitation Foundation 61 certification standards for potable water contact. Use only colors approved by NSF 61/600 are to be used in the wet interior.
- I. Contractor to follow the relevant items from Sections 09 97 13 and 09 97 13.10.
- J. Payment is incidental to weld repairs.

SECTION 09 97 13

STEEL COATING

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Painting of steel structures.
- B. Interior cleaning and disinfection.

1.02 REFERENCES

- A. AWWA Standards (latest versions):
 - 1. D102 – Painting Steel Water Storage Tanks.
 - 2. C652 – Disinfection of Water Storage Facilities.
 - 3. C655 – Field Dechlorination.
- B. NSF/ANSI (latest versions)
 - 1. NSF/ANSI 60/600 and 61/600.

1.03 WORK INCLUDED

Reservoir and Spheroid

- A. Exterior: Apply a three (3) coat epoxy urethane system.

1.04 EXISTING COATING CONDITIONS

Reservoir:

- A. Exterior: Urethane overcoat system applied in 2007.
- B. Wet Interior: Epoxy system applied in 1993.
- C. Dry Interior: Epoxy system applied in 1993 with spot repairs performed in 2021.

Spheroid:

- A. Exterior: Original urethane system applied in 2008.
- B. Wet Interior: Original epoxy system applied in 2008.
- C. Dry Interior: Original epoxy system applied in 2008.

1.05 OMISSIONS or INCIDENTAL ITEMS

- A. It is the intent of these specifications to coat the structure for the purpose of corrosion protection on wet interior surfaces. It is the intent to coat the exterior for corrosion protection and aesthetics.
- B. Any minor or incidental items not specifically detailed in the schedule, but inherently a part of the work is included at no additional cost to the Owner.
- C. Engineer, as interpreter of the specifications, will determine if disputed items fall under this category. Prevailing custom and trade practices will be considered in this determination.

1.06 PAINTER QUALIFICATIONS

- A. The Contractor is to complete all coating and surface preparation.
- B. All coating applicators are to be specialized in industrial or heavy commercial painting.
- C. ALL CONTRACTORS ARE TO BE PREQUALIFIED with Dixon Engineering for projects of this size and complexity.

1.07 SUBMITTALS

- A. Provide an electronic copy to the engineer. Note that the Contractor is to supply a separate copy of the SDS of each product at the job site that is accessible by their employees.
- B. No work may commence without the complete filing. All SDS shall conform to the requirements of SARA (EPCRA) Right-to-Know Act.
- C. Submit the following with the annual prequalification:
 - 1. Occupational Safety and Health Programs and certification that all site personnel have been trained as required by law.
- D. Submit the following ten (10) days prior to the preconstruction meeting:
 - 1. Safety Data Sheets (SDS) and Product Data Sheets:
 - a. Furnish from all suppliers Safety Data Sheets and product data sheets for all applicable materials including but not limited to: coatings, thinners, additives, cleaners, caulking, degreasers, chlorine, abrasives, abrasive additives, and pretreatments.
 - 2. Fall Prevention Plan and Site-Specific Fall Hazard Evaluation:
 - a. Site specific plan to contain a description and/or generic drawing of the existing structure and appurtenances of this structure and reflect safety changes specified for this Project.
 - b. Certifications for all spiders, scaffolding, stages, etc., to be used on the Project. All certifications to be current, less than one (1) year old.
- E. Submit the following at the preconstruction meeting:
 - 1. Designated OSHA Competent Person and qualifications, if not previously submitted.
- F. Submit the following within two (2) weeks of project completion with final pay request:
 - 1. Waste manifest, waste hauler and disposal facility. Required only if waste is determined to be hazardous.
 - 2. Waivers of lien.
 - 3. Copies of any formal worker safety or environmental citations received on the Project.

1.08 OWNER RESPONSIBILITY

- A. Drain the structure with seven (7) day notice after the Contractor meets all precedent conditions of the contract.
- B. Fill the structure and draw samples and test after chlorination; responsibility for passing test results remains with the Contractor. Failing test results could result in added costs to Contractor, including re-chlorination, cost of water, plus possible liquidated damages.

1.09 DELIVERY and STORAGE of MATERIAL

- A. Due to supply chain issues, the Owner reserves the right to require that the Contractor is to have all of the required coating for the Project delivered to the site or to the Owner's storage facility prior to the tank being taken out-of-service and commencement of the Project.
- B. Submit manufacturer's invoice, with or without paint cost, to the Engineer for review. This submittal will be used to identify the quantity of paint recommended by the manufacturer for a job of this size and design and will be used to check the quantity actually delivered to the Project.
- C. Cover bulk materials subject to deterioration because of dampness, weather, or contamination, and protect while in storage.
- D. Maintain materials in original, sealed containers, unopened and with labels plainly indicating the manufacturer's name, brand, type, grade of material, and batch numbers.
- E. Remove from the work site containers that are broken, opened, water marked, and/or contain caked, lumpy, or otherwise damaged materials. They are unacceptable.
- F. Store the material in a climate controlled designated area where the temperature will not exceed the manufacturer's storage recommendations. Heat the storage area to the manufacturer's recommended minimum mixing temperature.
- G. Keep equipment stored outdoors from contact with the ground, away from areas subject to flooding, and covered with weatherproof plastic sheeting or tarpaulins.
- H. Store all painting materials in a location outside the structure.
- I. Do not store or have on-site unapproved material, material from different manufacturers, or materials from different Projects.

1.10 ACCESS and RPR SAFETY

- A. Provide access to all portions of the Project where work is being completed. Access must be close enough and secure enough to allow the RPR to use equipment without extensions.
- B. Provide personnel to assist with access and to ensure the Contractor's access equipment is safely used.

- C. Provide separate fall protection devices and safety lines for the Owner and observers that meet all local and federal OSHA requirements.
- D. These specifications require the Contractor to supply a separate fall protection cable and safety grab for each tie-off point for the observer's use. The Contractor is encouraged to provide a separate cable and tie-off for each worker. The cables may be connected to the same tie-off point as the RPR, but a separate cable and safety grab are required for each user.

1.11 OBSERVATION and TESTING

- A. Prior to the scheduled observation, remove all dust, spent abrasive, and foreign material from the surface to be coated.
- B. The Contractor is to furnish an instrument for measuring the wet film thickness, and also a calibrated instrument for measuring dry film thickness of each field coat of paint. The dry film thickness testing gauge to be the magnetic type as manufactured by Elcometer Co., or the Nordson Gauge Co.; spring loaded model with two percent (2%) accuracy margin over a range of one-to-twenty-one (1-100) mils or equal.
- C. The Engineer will furnish and operate observation equipment for their own use as quality assurance.
- D. Certify to the Owner that the specified paint has been applied at the paint manufacturer's recommended coverage, and to the specified thickness required. Also, certify that the paint has been applied in accordance with this Contract.
- E. Take all necessary steps, including dry striping by brush or roller, to ensure a holiday-free coating system.
- F. The wet interior coating repairs are subject to low or high voltage holiday testing.
- G. The Owner and Engineer reserve the right to perform destructive testing under conditions deemed necessary. Testing may include, but is not limited to, the Tooke thickness test and adhesion testing. Any damage caused by these tests will be corrected per these specifications by the Contractor at the Contractor's expense.

1.12 CLIMATIC CONDITIONS

- A. Do not apply paint when the temperature, as measured in the shade, is below the manufacturer's required ambient and surface temperatures.
- B. Do not apply paint to wet or damp surfaces, or during rain, snow, or fog.
- C. Do not apply paint when it is expected the relative humidity will exceed 85%, or the surface temperature is less than 5° F above dew point, or the air temperature will drop below the manufacturer's requirements for proper cure. Anticipate dew or moisture condensation, and if such conditions are prevalent, delay painting until the observer is satisfied that the surfaces are dry.

1.13 APPLICATION

- A. Complete all painting and surface preparation in strict accordance with these specifications, approved paint manufacturer's specifications, and good painting practices per SSPC.
- B. Apply each coating at the rate and in the manner specified by the manufacturer. Check the wet film thickness to ensure each coat applied meets the dry film thickness range requirements.
- C. Allow sufficient time for each coat of paint to dry and cure. Allow a minimum of twenty-four (24) hours between coats, unless product requirements have a maximum time less than 24 hours. Additional time may be necessary if low temperatures require an increase in the necessary cure time.
- D. Apply exterior coating by brush and roller only. Spray application is not permitted without prior approval of the Engineer. Even with prior approval, responsibility for damage to any property caused by spray application still remains with the Contractor.
- E. Coatings are to be applied using methods to eliminate roller or spray marks in the finished product on the exterior.
- F. Painting may be delayed because of poor coverage or the potential damage from overspray and/or dry spray. In all cases, responsibility for damages rests with the Contractor.
- G. The Contractor is responsible for the appearance of the finished project and is warned to prevent contact with any freshly applied coating. Removal of rigging is to be completed so as not to mar or damage the coating.
- H. Additional coats required for coverage or to eliminate roller marks, spray marks and to repair dry spray and overspray are the responsibility of the Contractor at no additional cost to the Owner.
- I. Use of pole extension on spray guns is prohibited for all paint applications.
- J. Mixing partial kits is not permitted. All partial coating containers must be removed from the site.
- K. Mixing blades to be clean. The Engineer has the right to reject mixing blades based on cleanliness or paint build-up. Do not use the same mixing blade for different coatings (i.e., epoxy and urethane coatings).

1.14 PRESSURE RELIEF VALVES

- A. Furnish two (2) pressure relief valves for the Owner to install.
- B. The valves are to be Aquatrol series 69F1 manufactured by Aquatrol Valve Company, Inc. www.aquatrol.com (800) 323-0688, or approved equal.
- C. Valves will need to be fitted with a hydrant thread adaptor. Valves to be adjustable with range a minimum of 30 to 90 psi. Set valve at 60 psi and the Owner will adjust the valves once installed.
- D. Supply three (3) days prior to draining of the structure.

- E. After work on the structure and successful disinfection have been completed, the Owner will return the valves to the possession of the Contractor.
- F. Cost is incidental to the Project.

PART 2 – PRODUCTS

2.01 COLOR

A. Exterior Coatings:

1. Supply the Engineer with a color chart to allow the Owner ample time for the exterior topcoat color selection.
2. Factory tint the intermediate coat(s) for all areas of the structure if similar to the finish coat. Tinting is to be sufficient to allow visibility of the dissimilar color from 1 ft., and from 100 ft.
3. The Owner is to select or verify the topcoat color at the preconstruction meeting.
 - a. All bids are to be based on the following colors.
 - i. Reservoir: Tnemec “Clear Sky 26BL”.
 - ii. Spheroid: Tnemec "Tank White 15BL”.
 - b. At no additional cost, the Owner reserves the right to paint the tank two separate colors (i.e., white tank; green pedestal).

B. Wet Interior and Dry Interior Coatings:

1. The color is to be a different tint between coats. Tinting to be performed in the factory. The final color is to be white, blue, or off-white as selected by the Owner. The topcoat color is to be verified at the preconstruction meeting.
2. Only colors approved by NSF 61/600 are to be used in the wet interior.

2.02 SUBSTITUTIONS

- A. All coatings specified and approved herein have met or exceeded a specified list of ASTM standards. The materials specified are the standard to which all others are to be compared.
- B. The purpose is to establish a standard of design and quality, and not to limit competition.
- C. Manufacturers wishing to have their products approved are to have their coatings tested using the same test methods.
- D. Approval by ANSI/NSF Standard 61/600 is also a requirement for potable water contact coatings.
- E. The selection of coatings also has taken into consideration the manufacturer’s current and past performance on availability, stocking, and shipping capabilities, ability to resolve disputes, and any applicable warranties.

2.03 EQUIPMENT COVERING

- A. Use material that is 8 – 10 mils thick, and 100% impermeable to all vulnerable equipment.
- B. Use material resistant to tear and/or rip by mechanical action from abrasive blasting during blasting operations.
- C. Make coverings airtight by use of duct tape at the openings, or other suitable measures.
- D. Meet with representative of equipment owners to verify covering will not damage equipment. Damage is the Contractor's responsibility. This includes not only the Owner's equipment, but also telecommunication antennas, cables, buildings, controls, etc.

2.04 AIR DRYER for COMPRESSOR

- A. Use air dryers that are sufficient to remove 98% of the moisture from the compressed air. Size the dryers on total cfm using manufacturer supplied charts. Upon request, provide charts to the Engineer for verification.
- B. If the dryer fan is not operable, cease all blasting until the dryer is replaced or repaired.
- C. Supply air dryer with an air draw-off valve to check air for dryness, oil contamination, and cleanliness on the outlet side of the air dryer.
- D. For cleaning operations, draw clean air from the outlet side of the air dryer.

PART 3 – EXECUTION

3.01 DISINFECTION

- A. The Contractor is fully responsible for determining that the wet interior coating repairs have cured prior to disinfection and refilling the structure. The Contractor shall perform an MEK Solvent Double Rub Test per ASTM D 4752 to verify the cure of the coating film prior to returning the tank to service. The Owner reserves the right to perform their own MEK Solvent Double Rub Test, but conclusion of the test results is the sole responsibility of the Contractor.
- B. Disinfect the completely painted structure in accordance with AWWA Standard C652 Chlorination Method No. 3.
- C. Furnish the material and labor necessary to disinfect the structure in the required manner. Any chlorine products used are to be NSF 60/600 approved. Assist the Owner during filling and ensure that any manways are free of leaks after filling. The Contractor is to adjust the manways and replace gaskets as needed to ensure there are no leaks.
- D. Do not allow water to enter the distribution system until satisfactory bacteriological test results are received.

- E. The Owner is responsible for collecting two consecutive bacteriological samples, 24 hours apart, following disinfection. Satisfactory results are required before the tank can be returned to service.
- F. Water drained to waste may not contain any substances in concentrations that can adversely affect the natural environment. No total residual chlorine may be measured in water discharged to surface water. It is recommended that the water be dechlorinated per AWWA C655 Field Dechlorination.
- G. Pay all additional expenses if it is necessary to repeat the testing and disinfection procedure as a result of defective work.

3.02 PROTECTION of NON-WORK AREAS

- A. Protect all non-painted surfaces prior to all painting.
- B. Protect and seal all controls and electrical components (even if they are not in the immediate work area) that are in danger from the Project. Coordinate with the Owner so all controls are shut down and/or vented if necessary.

3.03 ANTENNA SYSTEM PROTECTION

- A. There are no antennas on the Reservoir. There are three (3) antennas mounted on the roof of the Spheroid. The number of antennas listed are from the last known condition, the Contractor is to field verify number of antennas.
- B. There are cables routed from the ground up to the antennas with miscellaneous sensitive equipment mounted on the structure and control equipment/buildings located on the ground.
- C. Use material that is 100% impermeable to cover and protect all antennas, antenna cables, and antenna controls/buildings.
- D. Use material resistant to tear by mechanical action from abrasive blasting, power washing and coating application.
- E. Payment for damage to antennas, antenna cables, miscellaneous equipment and/or antenna controls/buildings is the responsibility of the Contractor.
- F. Contact the Owner of each set of antennas one (1) week prior to the beginning of construction to determine protection requirement. Name of antenna companies will be available at the preconstruction meeting.
- G. Antennas may remain in service during the Project. The Contractor is responsible for their own RF safety. Contractor to provide a minimum of one RF monitor for employees on site for the duration of the Project.

3.04 ANTENNA MOUNTING EQUIPMENT COATING - SPHEROID

- A. Antenna mounting equipment is to be surface prepared and coated to match the exterior tank per these specifications including but not limited to: brackets and mounting poles.

- B. Note that the antennas, radio heads, cables, etc. are not to be coated. Coating is limited to items that have previously been coated to match the tank.
- C. All previously coated items are to be coated per the exterior specifications. Any galvanized, stainless steel or other uncoated materials are to remain uncoated.
- D. Cable connections are to be removed during surface preparation and coating application. Temporary supports may be needed to hold the cables in place during the Project. Reinstall the cable attachments or install new connections if the attachment is a zip-tie or electrical tape. Note that the antenna and any miscellaneous equipment attachment points are to remain in place throughout the Project.
- E. Cost is incidental to the Project.

3.05 HAND WASH FACILITY

- A. Provide OSHA approved hand wash facility with running water. Hot water is not required.
- B. Stock facility with soap and towels and keep supply replenished.
- C. Test and dispose of the water properly after the Project is completed.

3.06 LIGHTING of WORKSPACE

- A. Provide durable lighting fixtures designed for the intended work environment for use during blasting, painting, and during all observations.
- B. Encase portable lamps in a non-conductive, shatterproof material. Use only heavily insulated cable with an abrasive resistant casing.
- C. Install all temporary electrical items in accordance with all local, state, and federal codes, including OSHA.
- D. Protect from paint overspray and damage from abrasive materials.
- E. Measure required illumination during surface preparation and coating application at the work surface. Supply 20 ft. candles minimum illumination during blasting and painting, and 30 ft. candles minimum prior to and during observation, per SSPC-Guide 12. Inspect the prepared surface at the higher illumination prior to calling for observation. All work must conform to specification requirements prior to the scheduled observation.
- F. Measure the illumination at the work surface in the plane of the work.

PART 4 – SPECIAL PROVISIONS

4.01 SCHEDULING

- A. Complete all welding and any other work that damages the coating before paint operations begin, including surface preparation. The exception is paint removal in the weld area.

- B. If Contractor wants a variance in this schedule, request the change and provide a reason in writing to the Owner. The Project Manager will reply with a written Field Order if the change is approved. The Engineer reserves the right to put further restrictions in Field Order. If the Contractor objects to restrictions, they may revert to the original specifications.

4.02 GRASS RESTORATION

- A. The Contractor is to report any damaged ground at the construction site in writing prior to mobilization of equipment, otherwise all repairs to the damaged ground will be the responsibility of the Contractor.
- B. Refill all holes, ruts etc. with clean topsoil, and level area around the construction site to the original grade.
- C. Fill material to be clean soil, no gravel, rocks, or construction debris is to be used as fill material without the Owner's consent.
- D. Bring soil to a friable condition by disking, harrowing, or otherwise loosening and mixing to a depth of 3 in. – 4 in. Thoroughly break all lumps and clods.
- E. Rake area to be seeded. Sow seed at a minimum rate of 220 lbs./acre. Use seed intended for the climate.
- F. Work to be completed to the Owner's satisfaction.
- G. Cost is incidental to the Project.

SECTION 09 97 13.10

STEEL COATING SURFACE PREPARATION

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Power Tool Cleaning.
- B. High Pressure Water Cleaning.

1.02 REFERENCES

- A. AWWA Standards (latest version):
 - 1. D102 Painting Steel Water Storage Tanks.
- B. SSPC and NACE Standards (latest versions):
 - 1. SP11 – Power Tool Cleaning to Bare Metal.
 - 2. SP12/NACE No. 5 – Surface Preparation and Cleaning of Metals by Water Jetting Prior to Recoating
 - 3. VIS 3 (Visual standard for hand and power tool cleaned metal).

1.03 WORK INCLUDED – SURFACE PREPARATION

Reservoir and Spheroid

- A. Exterior: High pressure water clean (5,000 to 10,000 psi), spot power tool clean to a SSPC-SP11 standard.

PART 2 – PRODUCTS

2.01 EXTERIOR CLEANER

- A. United 727 Weather-Zyme or approved equal.
- B. Manufactured by United Laboratories www.unitedlabsinc.com (800) 323-2594.

PART 3 – EXECUTION

3.01 WET INTERIOR CLEANING – RESERVOIR AND SPHEROID

- A. Low pressure water clean all surfaces and appurtenances at 3,500 to 5,000 psi to remove sediment, minerals, and other contaminants. Remove any remaining water.
- B. Staining may remain in place, the Engineer to approve cleanliness.
- C. The cost is incidental to the Project.

3.02 DRY INTERIOR CLEANING – SPHEROID

- A. Low pressure water clean condensate platform surfaces and appurtenances at 3,500 to 5,000 psi to remove sediment, minerals, and other contaminants. Remove any remaining water.
- B. Staining may remain in place, the Engineer to approve cleanliness.
- C. The cost is incidental to the Project.

3.03 HIGH PRESSURE WATER CLEANING (SSPC-SP12/NACE No. 5) - EXTERIOR

- A. Solvent clean all visible grease, oil, salt, algae, and residue in accordance with SSPC-SP1.
- B. High pressure water clean all exterior surfaces and appurtenances at 5,000 – 10,000 psi per SSPC-SP12/NACE No. 5 HP WC to remove all dirt, chalk, algae, other foreign material, and all brittle or loose coating and rust.
- C. Operational pressure will be determined by the Engineer based on field conditions.
- D. Maintain a water jet nozzle distance of 2 in. – 10 in. away from the surface.
- E. Hold the water jet nozzle with 0° - 15° tip perpendicular (90°) to the surface at all times.
- F. Only use machines rated at and capable of achieving and maintaining 10,000 psi. Use of a rotating/reciprocating nozzle during water cleaning is permitted but not to increase the pressure of a washer rated lower than required.
- G. Do NOT exceed a rate of 10 sq. ft./minute.
- H. The gauge measuring time of use must be operational on the unit, if not operational the Contractor may be shut down and/or deducted price for rental of an operational unit from the final payment.
- I. Feather all edges using power tools per this specification.
- J. SURFACES WITH AN EXISTING CLEAR COAT WILL REQUIRE SANDING. ALL CLEAR COAT REMAINING AFTER POWER WASHING IS TO BE SCARIFIED AND SHARP EDGES ARE TO BE REMOVED USING 30-60 GRIT PAPER. SCARIFY THE SURFACE PRIOR TO THE APPLICATION OF THE FIRST FULL COAT.

3.04 POWER TOOL CLEAN (SSPC-SP11) - EXTERIOR

- A. Solvent clean all visible grease, oil, salts, and residue.
- B. Power tool clean all surfaces and appurtenances to bare metal (SSPC-SP11) in areas where steel is exposed or rusted, or where coating is abraded.
- C. Retain or produce a surface profile. Surface profile is to be greater than 1.0 mil.
- D. Edges of adjacent coating is to be feathered a minimum of ½ in. from the exposed steel with 3M Scotch-Brite Clean'n Strip discs.

SECTION 09 97 13.24.11

EXTERIOR STEEL COATING – THREE COAT EPOXY URETHANE OVERCOAT

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Painting on the exterior.

1.02 REFERENCES

- A. SSPC and NACE Standards:

- 1. PA1 – Paint Application.
- 2. NACE RP 0178 Surface Finish Requirements.

1.03 WORK INCLUDED

- A. Application of an epoxy urethane system.
- B. Application of lettering (Spheroid only).

PART 2 – PRODUCTS

2.01 EPOXY URETHANE OVERCOAT SYSTEM

- A. The contractor is advised to follow all requirements for safety concerning isocyanates.
- B. Ultraviolet protection additives mixed at factory only. There will be no tinting or addition of any material other than the manufacturer's thinners.
- C. Approved suppliers and systems:

<u>Manufacturer</u>	<u>System</u>
Tnemec	V69(spot)/V69/1095/1094
Induron	PE-70 (spot)/PE-70/I-6600 Plus LV/I-6600 Plus LV
Sherwin Williams	646FC(spot)/646FC/Hi-Solids Poly-250/Hi-Solids Poly-250

PART 3 – EXECUTION

3.01 EPOXY URETHANE OVERCOAT SYSTEM

- A. Apply to all prepared surfaces a three (3) coat epoxy urethane system.
- B. Surface preparation is defined in Section 09 97 13.10.

C. Apply each coat at the following rates:

<u>Coat</u>	Minimum <u>D.F.T. (mils)</u>	Maximum <u>D.F.T. (mils)</u>
Primer (spot)	2.0	3.0
Epoxy Intermediate	2.0	3.0
Urethane Intermediate	2.0	3.0
Topcoat	<u>2.0</u>	<u>3.0</u>
Total	8.0	12.0

D. Each full coat to be a different color from the previous coat and is to be approved by the engineer. No color bleedthrough should occur if proper application rates are observed.

E. Apply all coats in uniform color and sheen without streaks, laps, runs, sags, cloudy, or missed areas. Correct all defects before application of the successive coat.

F. Allow a minimum of twenty-four (24) hours between coats. Additional time may be necessary if low temperatures require an increase in the necessary cure time.

3.02 LETTERING - SPHEROID

A. Paint the name "EMMETT TOWNSHIP" in one (1) location on the tank.

B. Paint the lettering the same size and style as the existing lettering, and place the lettering in the same location. Verify size and document location for application purposes.

C. Approved Fluoropolymer urethane coating system.

<u>Manufacturer</u>	<u>System</u>
Tnemec	V700
Induron	Perma-Gloss LV
Sherwin Williams	Fluorokem HS 100

D. Apply lettering coating at 2.0 to 3.0 mils.

E. Payment is incidental to exterior repainting.

3.03 SCHEDULE of WORK

A. Complete all exterior and interior welding prior to surface preparation.

SECTION 09 97 23.23.01

CONCRETE FOUNDATION COATING – TWO COAT EPOXY

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Painting of the concrete foundation on the Spheroid.

1.02 REFERENCES

- A. SSPC and NACE Standards:
 - 1. PA1 – Paint Application.
 - 2. PA2 – Measurements and Calibration.

1.03 WORK INCLUDED

- A. Application of an epoxy system.

PART 2 – PRODUCTS

2.01 EPOXY SYSTEM

- A. Approved suppliers and manufacturers:

<u>Manufacturer</u>	<u>System</u>
Tnemec	V69/V69
Induron	PE-70/PE-70
Sherwin Williams	646FC/646FC

PART 3 – EXECUTION

3.01 EPOXY SYSTEM

- A. Apply to all prepared areas a two (2) coat epoxy system.
- B. Remove soil 3” below grade around the entire foundation prior to coating, backfill once the topcoat is dry to the touch.
- C. Foundations to be water cleaned at 3,500 to 5,000 psi to remove all contaminants. Coating is to be applied no sooner than 72 hrs. after water cleaning.

- D. Apply each coat at the following rates:

<u>Coat</u>	<u>Min. D.F.T. (mils)</u>	<u>Max. D.F.T. (mils)</u>
Primer	3.5	5.5
Topcoat	<u>3.5</u>	<u>5.5</u>
Total	7.0	11.0

- E. Allow the manufacturer’s minimum time between coatings.
- F. Cost is incidental to exterior painting.

SECTION 16 05 01

ELECTRICAL WORK

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Furnish and coordinate all labor, equipment, materials, tools, testing, and temporary work necessary to perform the repairs.

1.02 OMISSIONS

- A. The specifications include all work and materials necessary for completion of the work. Any incidental items of material, labor, or detail required for the proper execution and completion of the work are included.

1.03 WORK INCLUDED

Reservoir:

- 1) Replace dry interior light fixtures as an allowance.

Spheroid:

- 1) Replace the dry interior light bulbs.

1.04 WORKMANSHIP

- A. Provide material and workmanship necessary to complete the Project to the standards specified.

1.05 SUBMITTALS

- A. Provide an electronic copy to the engineer. Note that the Contractor is to supply a separate copy of the SDS of each product at the job site that is accessible by their employees.
- B. No work may commence without the complete filing. All SDS shall conform to the requirements of SARA (EPCRA) Right-to-Know Act.
- C. Submit the following ten (10) days prior to the preconstruction meeting.
 - 1. Product Data Sheets (PDS) and Safety Data Sheets (SDS) for light bulbs.

PART 2 – PRODUCTS

2.01 LIGHT BULBS

- A. Dry interior bulbs to be bright white LED bulbs with a minimum brightness of 800 lumens and a color of light at a minimum of 5,000K and a minimum rated life of 25,000 hours., size A19.

PART 3 – EXECUTION

3.01 DRY INTERIOR LIGHT FIXTURE REPLACEMENT - RESERVOIR

- A. The light fixtures are to be replaced in the dry interior by Shoreline Power Services Inc. www.shorelinepowerservices.com (231)-267-3267
- B. The Contractor has no responsibility for the work other than payment as an allowance and providing uninterrupted access to perform the work. Note that the allowance amount may need to be altered, this will be performed via Change Order as needed.
- C. The time to perform the repairs will not count against the Contractor. The Contractor can work during this time but will need to perform work that will not interfere with the electrician's crew.
- D. The Contractor and Shoreline Power Services will need to schedule the work
- E. Payment is separate line item "Light Fixture Replacement Allowance" which the Owner reserves the right to delete.

3.02 REPLACE LIGHT BULBS – SPHEROID

- A. Replace all dry interior bulbs with LED light bulbs.
- B. Change all of the bulbs whether the existing are operational or not. Change bulbs after all blasting and painting equipment has been removed from the tank.
- C. All bulbs are to have the same color and brightness throughout the dry interior.
- D. Payment is incidental to the Project.

3/4"Ø (42) GALVANIZED STEEL BOLTS IN 7/8" HOLES WITH NUTS AND WASHERS ON EACH SIDE MIN. (2) THREADS EXPOSED WHEN TIGHTENED

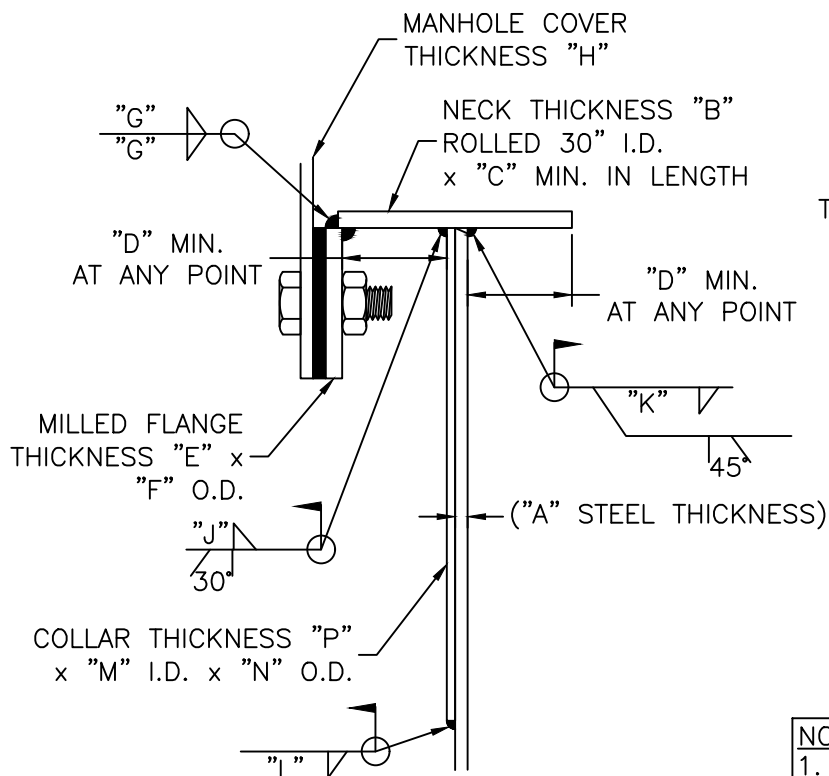
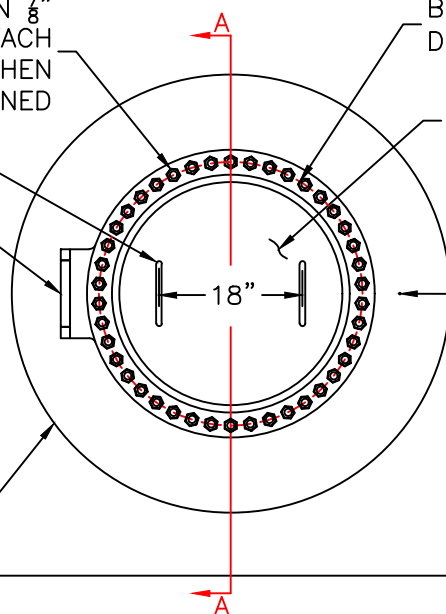
3/4"Ø HANDLE
TYP OF (2) REQD.
HINGE SEE DWG. 01c

COLLAR REINFORCEMENT
THICKNESS "P" WITH
"M" I.D. x "N" O.D.
ROLLED TO TANK RADIUS

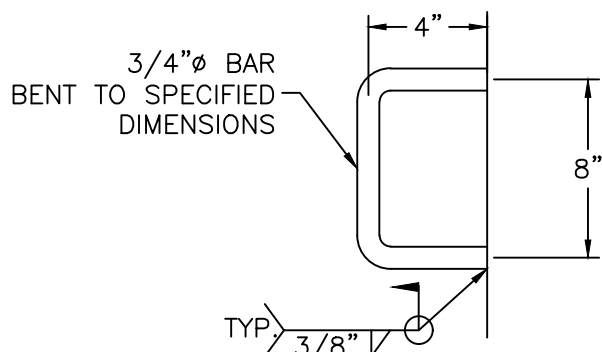
BOLT HOLE PATTERN
DIAMETER IS "R"

COVER PLATE THICKNESS
"H" WITH "F" O.D.

ONE 1/4" TELLTALE
HOLE PER SECTION
IN REINFORCING PLATE
ON CENTERLINE. DRILL,
TAP, AND PLACE BRASS
PLUG IN HOLE AFTER
WELDING REINFORCING
PLATE TO SHELL.

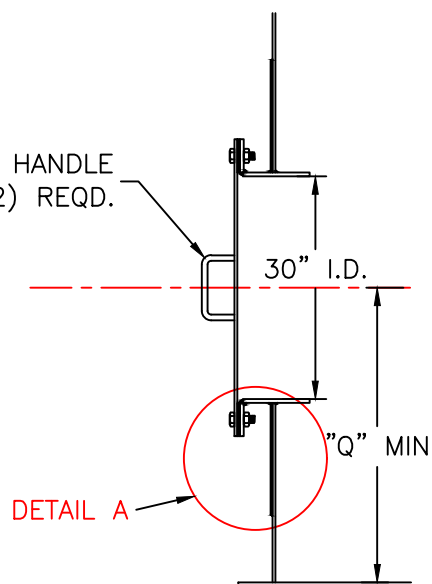


DETAIL A



COVER HANDLES

3/4"Ø HANDLE
TYP OF (2) REQD.



SECTION A-A

NOTES:

1. SEE DWG. 01b FOR SIZING TABLE.
2. 1/4" GASKET MATERIAL IS REQUIRED BETWEEN BOLTED HATCH AND FLANGE.
3. MANWAY IS TO BE CLEAR OF THE TANK LAP SEAMS.
4. ROUND AND GRIND SMOOTH ALL SHARP CORNERS.

Note: Drawing not to scale.



Battle Creek, MI 5,000,000 Reservoir

30" Bolted Manway

Drawn By: TMF

Date: 10/28/24

Checked By: JVR


DWG: 01a

A	B	C	D	E	F	G	H	J	K	L	M	N	P	Q	R
EXISTING STEEL THICKNESS	NECK THICKNESS	NECK LENGTH	NECK PROTRUSION IN & OUT	MILLED FLANGE THICKNESS	FLANGE & COVER O.D.	FLANGE TO NECK WELD	COVER THICKNESS	NECK TO COLLAR OR OUTSIDE TANK WELD	NECK TO INSIDE TANK WELD	COLLAR O.D. WELD	COLLAR I.D.	COLLAR O.D.	COLLAR THICKNESS	EDGE TO CENTER OF MANWAY	BOLT HOLE LOCATION
0.902"	1.5"	16"	7"	5/8"	38.75"	5/8"	3/4"	5/8"	5/8"	5/8"	33"	46"	5/8"	36"	36.25"

NOTE:

THE EXISTING STEEL THICKNESS IS TO BE VERIFIED BY THE CONTRACTOR PRIOR TO MANWAY FABRICATION. INFORM THE ENGINEER IF THE EXISTING THICKNESS DOESN'T MATCH THE CHART AS NOTED. THE MANWAY SIZING MAY NEED TO BE MODIFIED.

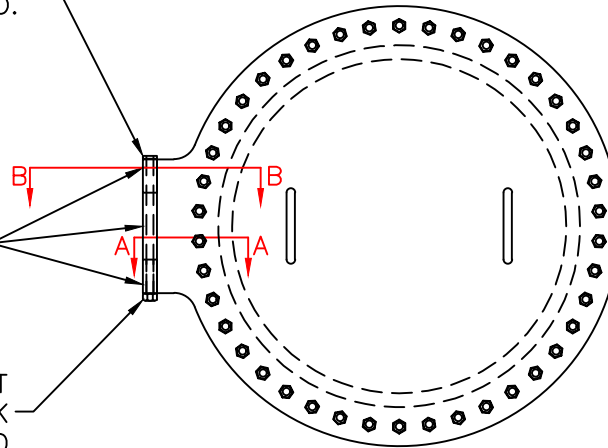
Note: Drawing not to scale.

	
Battle Creek, MI 5,000,000 Reservoir	
30" Bolted Manway Chart	
Drawn By: TMF	Date: 10/28/24
Checked By: JVR	DWG: 01b

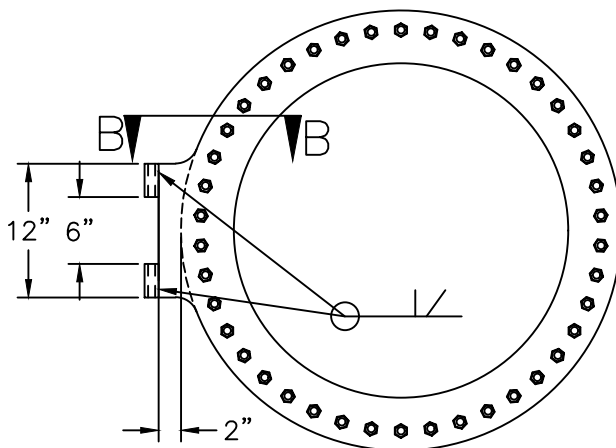
1"Ø S.S. ROD X
13 1/2" LG. W/ 1/4"
S.S. PLATE WASHER
WELDED TO UPPER END.

2"Ø S.S. BARS
WITH 1 1/32"Ø HOLES
DRILLED & REAMED
SMOOTH, ADJUST
HOLE SIZE IF
REQUIRED

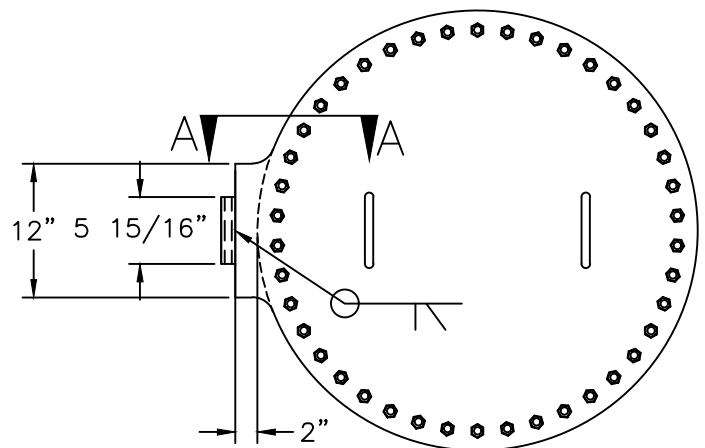
1"Ø S.S. NUT
AND WASHER, TANK
WELDED IN THE FIELD



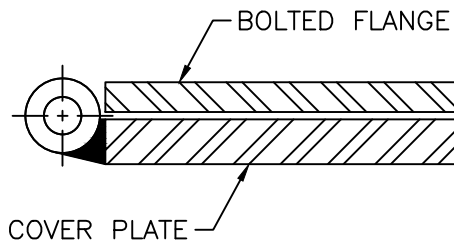
MANWAY HINGE



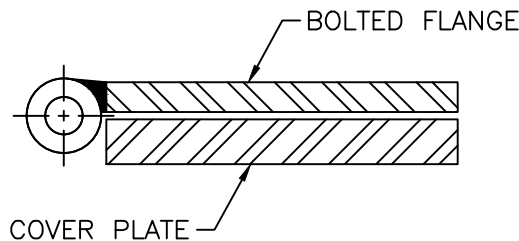
BOLTING FLANGE



COVER PLATE



SECTION A-A



SECTION B-B

NOTES:

1. GRIND SMOOTH ALL SHARP CORNERS.
2. COVER NOT TO SAG GREATER THAN 1/2" WHEN OPEN, AND TO CLOSE EVENLY.

Note: Drawing not to scale.



Battle Creek, MI 5,000,000 Reservoir

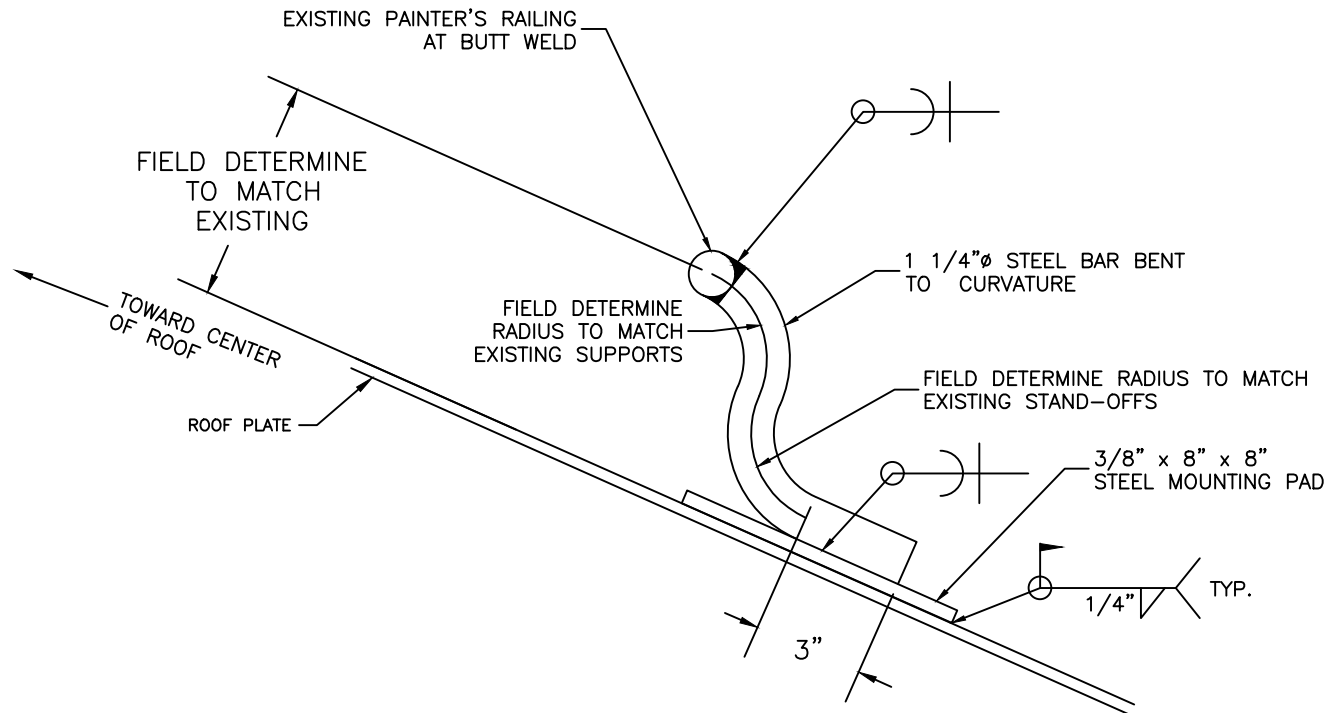
30" Manway Hinge Details

Drawn By: TMF

Date: 10/28/24

Checked By: JVR

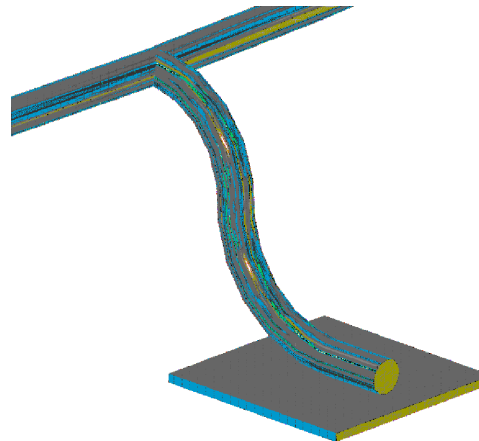
DWG: 01c



SECTION VIEW

NOTES:

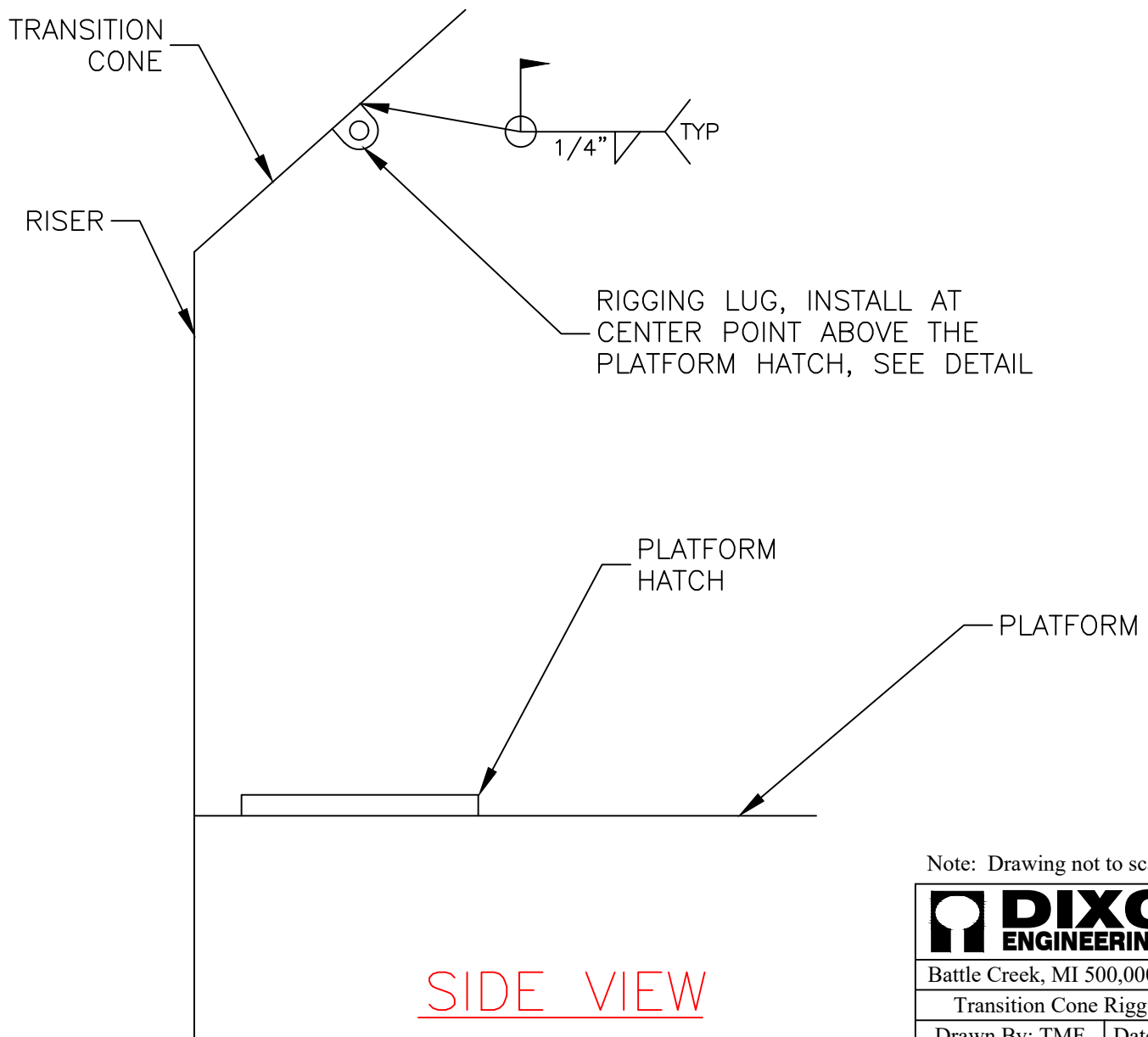
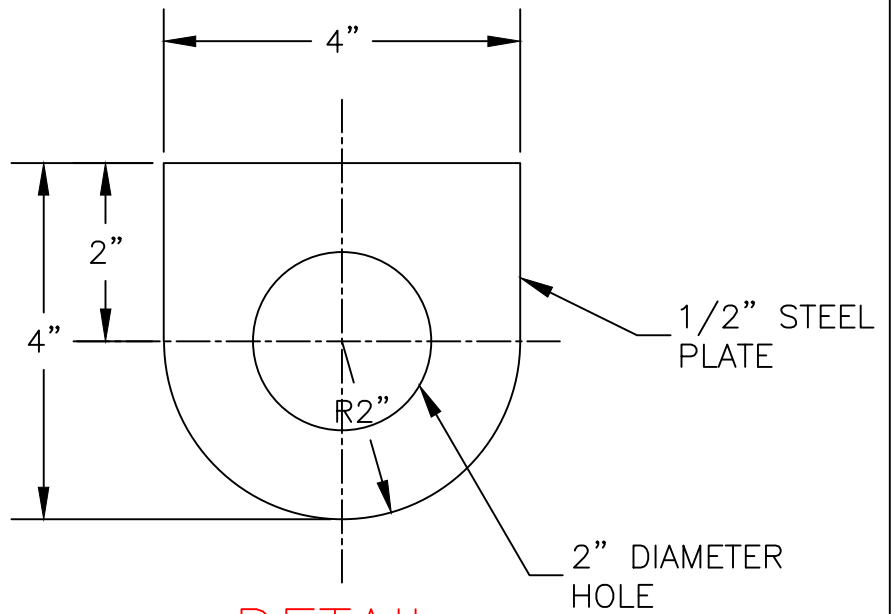
1. 8" DIA. BASEPLATES ARE ACCEPTABLE IN LIEU OF SQUARE SHAPED.
2. ONE STANDOFF WITHIN 3" OF EACH SIDE OF A BUTT JOINT (2 STANDOFFS AT EACH JOINT) IS ACCEPTABLE IN LIEU OF PLACING SUPPORT DIRECTLY AT BUTT JOINT.



ISO VIEW

Note: Drawing not to scale.

DIXON ENGINEERING, INC.	
Battle Creek, MI 500,000 Spheroid	
Painter's Railing Support	
Drawn By: TMF	Date: 10/28/24
Checked By: JVR	DWG: 02



Note: Drawing not to scale.

DIXON ENGINEERING, INC.	
Battle Creek, MI 500,000 Spheroid	
Transition Cone Rigging Lug	
Drawn By: TMF	Date: 10/28/24
Checked By: JVR	DWG: 03



CITY OF BATTLE CREEK

DEPARTMENT OF PUBLIC WORKS

To: Christine Huff, Purchasing Agent

From: Tad McCrumb, Civil Engineer II

CC: Stephen Skalski, DPW Director

Date: February 25, 2025

Re: 2025-075B 2025 Brigden East and Emmett Twp Water tower Rehab

Brief Summary:

For over 25-years, Dixon Engineering has been inspecting and recommending regular maintenance to the City of Battle Creek's ground and elevated water storage tanks. With Dixon's support, the City has scheduled various treatments and coatings to these tanks through the capital improvement plan (CIP) to preserve the life of these valuable assets. The 5.0-MG Brigden East Reservoir and the Emmett Township 500,00 Gallon spheroid elevated tank are this year's CIP projects to receive an interior and exterior coatings with minor structural repairs.

On, February 20, 2025, the Purchasing Division accepted ten bids for the referenced project. Dixon Engineering reviewed the bids and recommended L&T Painting, INC of Shelby Twp., Michigan as the lowest responsible bidder. This will be the Department of Public Works second project with L&T Painting, in addition L&T Painting was done many projects with Dixon Engineering to their satisfaction. Therefore, this Department supports Dixon's recommendation that a resolution be prepared awarding the 2025-075B to L&T Painting, Inc., for \$186,680.00 which is under budgeted cost. The cost for this project is to be charge to the following GL string:

591.23.5887.801.010 – For \$186,680.00

The Department of Public Works would like to include adding up to 5% of the award for unforeseen changes.

We are asking that your office prepare a resolution for action by the City Commission for the March 4, 2025, City Commission meeting. Your cooperation is appreciated. If you have any questions, please contact me.



Resolution

NO. 87

A Resolution seeking authorization for the Interim City Manager to execute a contract with LifeCare Ambulance to provide paramedic ambulance services to the City of Battle Creek.

BATTLE CREEK, MICHIGAN - 3/4/2025

Resolved by the Commission of the City of Battle Creek:

That the Interim City Manager is authorized to execute the attached two-year contract for Paramedic Ambulance Services with the Battle Creek Area Ambulance, LifeCare Ambulance Service.

The City of Battle Creek desires to continue to ensure quality of life support, pre-hospital care is available for its residents and guests. This contract shall establish an advanced life support ambulance service system that can provide ambulance patients with state-of-the-art, clinical quality care, and with reasonable, reliable response time standards, with the goal of providing the best possible chance of survival, without disability or preventable complication to each patient.

Battle Creek City Commission
3/4/2025

Action Summary

Staff Member: Shannon Bagley, Acting Director of Police and Fire Services

Department: Fire Department

SUMMARY

A Resolution seeking authorization for the Interim City Manager to execute a contract with LifeCare Ambulance to provide paramedic ambulance services to the City of Battle Creek.

BUDGETARY CONSIDERATIONS

None.

HISTORY, BACKGROUND and DISCUSSION


LifeCare Ambulance Service has been providing paramedic and advanced life support services in the Battle Creek area for over 30+ years under contract with the City of Battle Creek.

DISCUSSION OF THE ISSUE

POSITIONS

The Interim City Manager and acting Director of Police and Fire Services support this Resolution.

ATTACHMENTS:

File Name	Description
 CONTRACT_FOR_PARAMEDIC_SERVICE.docx	CONTRACT FOR PARAMEDIC SERVICE FOR THE GREATER BATTLE CREEK COMMUNITY

CONTRACT FOR PARAMEDIC SERVICE FOR THE GREATER BATTLE CREEK COMMUNITY

This Agreement is entered into by and between LifeCare Ambulance (Contractor or LifeCare), a non-profit ambulance service, and the City of Battle Creek, Michigan, (City), a Michigan municipal corporation in Calhoun County, Michigan, for the provision of paramedic level ambulance service.

OVERVIEW

The City desires to ensure that quality advanced life support services are available within its boundaries and that quality ambulance transportation is available to the residents.

This contract shall establish an advanced life support ambulance service system that can provide ambulance patients with state-of-the-art, clinical quality of care, and with reasonable, reliable response time standards, with a goal of furnishing the best possible chance of survival, without disability or preventable complication, to each patient.

The parties to this Agreement are committed to jointly providing an effective and efficient pre-hospital care service for the betterment of the quality of life in Battle Creek.

1. **DEFINITIONS.** The following definitions, most of which are set out in Chapter 804 of the Battle Creek City Ordinances, shall apply to the terms of this Agreement. Those definitions found in aforementioned Chapter 804 but not specifically reproduced herein remain applicable to this Agreement.

- a. "All Hazards Disaster Management Guide" ("AHDMDG") means the guide detailing how multiple hazards, including but not limited to fire, weather related incidents, mass casualty incidents, technical rescue incidents, will be mitigated.

- b. "Advanced Life Support emergency care service" means patient care that may include any care a paramedic is qualified to provide by paramedic education that meets the educational requirements established by the department under section 20912 (MCL 333.20912) or is authorized to provide by the protocols established by the local medical control authority under section 20919 (MCL 333.20919) for a paramedic.

- c. "Basic Life Support" means patient care that may include any care an emergency medical technician is qualified to provide by emergency medical technician education that meets the educational requirements established by the department under section 20912 or is authorized to provide by the protocols established by the local medical control authority under section 20919 for an emergency medical technician.

- d. "Emergency Medical Services Coordinator" ("EMS Coordinator") means the City of Battle Creek Fire Chief or his or her designee.

- e. "Emergency Patient" means an individual with a physical or mental condition that manifests itself by acute symptoms of sufficient severity, including, but not limited to, pain such that a prudent layperson, possessing average knowledge of health and medicine, could reasonably expect to result in I or all of the following:

- (1) Placing the health of the individual or, in the case of a pregnant woman, the health of the patient or the unborn child, or both, in serious jeopardy.

- (2) Serious impairment of bodily function.
- (3) Serious dysfunction of a body organ or part.

f. "Nonemergency patient" means an individual who is transported by stretcher, isolette, cot, or litter, but whose physical or mental condition is such that the individual may reasonably be suspected of not being in imminent danger of loss of life or of significant health impairment.

g. "Disaster" means an occurrence of imminent threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or man-made cause, including, but not limited to, fire, flood, snow, ice, windstorm, wave action, oil spill, water contamination requiring emergency action to avert danger or damage utility failure, hazardous peacetime radiological incident, major transportation accident, hazardous materials accident, epidemic, air contamination, drought, infestation or explosion. Disaster does not include a riot or other civil disorder unless it directly results from and is an aggravating element of the disaster.

h. "Medical Control Authority (MCA)" means the Calhoun County MCA (CCMCA) that provides medical direction and oversight to pre-hospital emergency medical responders and agencies within Calhoun County.

i. "Sentinel event" means an unanticipated event in an emergency management services setting resulting in death or serious physical or psychological injury to a patient or patients, not related to the natural course of the patient's illness. Examples include, but are not limited to, unintended retention of a foreign object, fall-related, suicide, wrong patient, wrong site, wrong procedure, delay in treatment, criminal events, operation or post-operation complications, perinatal, medication error, or fire related.

SCOPE OF SERVICE

2. The Contractor agrees to provide advanced life support services within the City in accordance with all applicable Federal and State of Michigan laws and regulations relating to ambulance service and personnel including, but not limited to, the statutes, rules and regulations as set out in the Emergency Medical Services Act, MCL 333.20901 et. seq., or as may later be amended.

3. The Contractor agrees to meet or exceed response time standards of ten (10) minutes, 90% of the time as calculated on a monthly basis for life-threatening emergency calls (Priority One Responses). These are based on dispatch priority protocols endorsed by the Calhoun County Medical Control Authority (CCMCA).

4. The Contractor agrees to meet or exceed response time standards of twenty (20) minutes 90% of the time as calculated on a monthly basis for Priority Three Responses. These are based on the dispatch priority protocols endorsed by the Calhoun County Medical Control Authority.

5. Response Time Measure: Contractor's response time to emergency requests within the City shall be calculated as the actual elapsed time in minutes and seconds from the moment the call-back number, nature of request, and location of the patient are known to the Contractor's dispatcher, to the moment the Contractor's first appropriately licensed unit arrives at the scene, as determined by CCMCA dispatch protocols. Where multiple units are sent to the same emergency incident, only the response time of the first unit to arrive at the scene will be counted. Where the patient is located in a residential, commercial, or industrial building the response time will be calculated to the time the Contractor's unit arrives at the specified

building or entrance. Provided, however, in the event a unit arrives at the scene without the capability to transport a patient, then Contractor shall, should patient transport be needed, provide an ambulance at the scene within 20 minutes of the initial dispatch, or it shall be deemed as tardy. This standard shall be subject to the response time exemptions provided for in this Agreement.

6. Monthly reports: Contractor's monthly reports shall include responses by unit type (ALS or BLS), priority status, and ward.

7. Change in Priority Status: Where the priority code of an emergency call is changed enroute to a call as a result of additional information received by the dispatcher prior to the arrival of the ambulance, the response time standard will be calculated for the latest assigned priority code from the time of the change in priority response.

8. Response Time Exemptions: All exception requests will be submitted to the City's designated Emergency Medical Services Coordinator for determination. The Contractor is exempt from response time requirements under the following situations, provided approved by the City's Emergency Medical Services Coordinator:

a. Severe weather conditions that would provide reason to believe that attempting to comply with response time performance would have been hazardous to the responders or others, or where road or weather conditions did not allow safe driving.

b. During a disaster situation involving widespread injury or loss of life from natural or manmade causes within the City or a neighboring community within the Battle Creek Metropolitan Area.

c. When the response time for an emergency call was not handled because an emergency ambulance unit was out of service while providing standby services at the City's request.

d. During system overload or unusually high system demand where more than three requests for service are occurring simultaneously. If this should occur, then only the first three requests for service within the Battle Creek Metropolitan Area will be subject to meeting response time standards. A critically ill or injured patient requiring transport from Bronson Battle Creek to another hospital for a higher level of care may count as one of these three simultaneous requests for service.

e. When Bronson Battle Creek notifies the Contractor that the hospital is on diversion, requiring the Contractor to bypass the local hospital and transport patients to other communities.

f. Priority 1 calls to the separate wards. The Contractor will also respond and report responses within eleven minutes 90% of the time, as calculated on a monthly basis for life-threatening calls within each separate ward (as defined by official ward maps maintained by the City) within the City, provided it qualifies as an exception request to the City's Emergency Medical Services Coordinator. Not less than 50 runs will be used to calculate response time performance. If less than 50 calls occur within an area in a given month, successive calls from the following month will be included to reach a total of 50 calls.

g. When, in the sole discretion of the City's Emergency Medical Services Coordinator, road construction or repairs interfered with Contractor's ability to respond within response time standards.

h. Other situations as may later arise and be approved by the City's designated Emergency Medical Services Coordinator for determination.

9. Disaster Preparedness: The Contractor has created an All-Hazards Disaster Management Guide (AHDMG). Upon review by the City, this Guide, with modification, if necessary, will be integrated into the City's Emergency Operations Plan (EOP). The Contractor will appoint a representative to work with the City's Emergency Medical Services Coordinator or his or her designee to review and/or upgrade this Guide on an annual basis. The Calhoun County Medical Control Authority (CCMCA) will appoint an individual to represent and direct pre-hospital care from the City's Emergency Operations Center in the event of a local disaster, or an individual as stated in the current EOP.

10. System Coordination: The City and the Contractor agree to coordinate Emergency Medical Services (EMS) dispatching and system status management with police and fire communications center operations. Contractor intends to establish a Computer Aided Dispatch (CAD) to CAD interface with CCCDA to provide real time data exchange. This will decrease or eliminate delays with the exchange of information, provide live updates on ambulance status, and provide comprehensive accountability for all aspects of the 9-1-1 call and EMS response of Medical First Responders and Contractor's ambulances.

11. Levels of Service: The level of ambulance services required to respond to any emergency call will be determined by the CCMCA emergency medical dispatch protocols, and the Contractor will be expected to meet the corresponding response time standards in this agreement. If an emergency calls for an ALS unit to respond, but none is available, and a BLS unit responds, that will be deemed as a late response for purposes of measuring response time performance. All BLS transports which an ALS unit should have been handled by an ALS unit will be reported monthly to the Emergency Medical Services Coordinator.

a. Allowed Basic Life Support (BLS) Responses:

(1) Low acuity emergency calls that meet the CCMCA emergency medical dispatch criteria for a BLS response.

(2) Scheduled Basic Life Support (BLS), non-emergency, inter-facility or other destinations such as a patient residence. Transfers will be identified through an appropriate screening process approved by the Calhoun County Medical Control Authority or the sending physician of the patient.

(3) BLS units may also respond to requests for citizen assist calls within the City of Battle Creek. Any transports initiated as a result of a citizen assist call will require the use of the appropriate ALS or BLS ambulance as determined by CCMCA protocols.

(4) All BLS transports which an ALS unit should have been handled by an ALS unit will be reported on a monthly basis to the Emergency Medical Services Coordinator.

12. Provide firefighter rehabilitation consisting of rest, rehydration, nourishment, and medical evaluation to firefighters, first responders, emergency service personnel, and emergency service volunteers as directed by the City of Battle Creek Fire Department, and participate in joint training for firefighter rehabilitation.

PERSONNEL REQUIREMENTS

13. Courteous Service: The Contractor and its employees will conduct themselves in a professional and courteous manner at all times and will address and correct

any occasional departures from this standard.

14. Dispatchers: At a minimum, dispatchers will be trained and certified as emergency medical dispatchers. Such training and certification shall, at a minimum, meet the standards promulgated by the International Academy of Emergency Dispatch, Salt Lake City, Utah.

15. Paramedics: At least one paramedic staffing any of Contractor's advanced life support units will be licensed by the State of Michigan, certified in Advanced Cardiac Life Support by the American Heart Association, certified in nationally recognized Trauma Life Support course and be authorized to practice as a paramedic by the Calhoun County Medical Control Authority or recognized equivalent training. Any ambulance designated as providing advanced life support shall be staffed as provided under MCL 333.20921.

QUALITY ASSURANCE/IMPROVEMENT

16. Meetings: Meetings as needed will be held between the Contractor and the City for problem resolution and to identify options for further system development. These meetings will include the Fire Chief, and those designated by the Contractor, and any others as may be designated by the City Manager on behalf of City.

17. Quality Improvement: The Contractor shall maintain an in-house quality improvement program, including regular chart audits, to monitor quality of care, as approved by CCMCA. Contractor shall provide quality metrics to the City, no less than quarterly, focused on medically recognized patient care measures and patient safety. These metrics will include the following:

- for patients with chest pain, the prompt utilization of 12-lead EKG and the administration of aspirin
- when advanced airway care is provided, the use of the End Tidal CO2 device
- with respect to stroke care, completion of patient assessment
- for trauma, the transport of patients to the appropriate Trauma Center
- for patient safety, the use of red lights and sirens when transporting emergency patients
- patient satisfaction scores

18. The parties are committed to ensuring residents and visitors have a high-quality EMS system. Both parties shall evaluate the need to implement an EMS System Performance Committee (EMS-SPC) to work with the Medical Control Authority's Peer Review Standards Committee to focus on system quality improvement, focusing on patients served in the City of Battle Creek. If implemented, the committee shall be made up of medical professionals and citizens. They shall identify measurable quality metrics that would benefit emergency medical patients. All participants in the EMS system will regularly report data/metrics to this Committee.

INSURANCE COVERAGE

19. General Liability Insurance: LifeCare shall take out, pay for and maintain until completion of this Agreement general liability insurance (except automotive equipment) as shall protect it from claims for personal injury and property damage which may arise because of the nature of the work or from operations under this Agreement. Coverage shall include personal injury and contractual liability endorsements. Both personal injury and property damage insurance must be on an occurrence basis. The policy of insurance required by this agreement shall name the City as an "Additional Insured" and

provide coverage with minimum amounts of \$1,000,000 for each occurrence and a \$3,000,000 aggregate limit.

20. Comprehensive Automobile Liability: LifeCare shall also take out, pay for and maintain until completion and acceptance of the work required by this Agreement, all required coverage under Michigan no-fault insurance including Bodily Injury / Property Damage, Personal Injury Protection, and Property Protection Insurance, which shall protect it from claims for bodily injury or property damage which may arise from the use of motor vehicles engaged in various operations under this Agreement. The policy or policies of automobile insurance shall provide coverage with a minimum of \$1,000,000 each occurrence.

21. Professional Health Care Liability: LifeCare shall take out, pay for and maintain until completion of this Agreement, professional health care liability insurance which shall protect it from claims of medical malpractice and/or patient handling which may arise during the course of providing ambulance services. The policy or policies of professional health care liability insurance shall name City as an "Additional Insured" and provide coverage at the minimum amount of \$1,000,000 for each occurrence and a \$3,000,000 aggregate limit.

22. Worker's Compensation Insurance: LifeCare shall furnish to the City satisfactory proof that it has taken out, paid for, and will maintain for the duration of this Agreement, full worker's compensation insurance for all persons which it may employ directly or through this Agreement, and Employer's Liability Insurance.

23. Notification of Insurance Companies: LifeCare shall advise all insurance companies to familiarize themselves with all of the conditions and provisions of the Agreement, and insurance companies shall waive the right to special notification of any change or modification of this Agreement or of extension of time, or of the cancellation of the Agreement by the City or its authorized employees and agents, under the terms of this agreement except for notification of changes or modifications in the insurance requirements; however, failure to so notify the aforesaid insurance companies of changes shall in no way relieve insurance companies of their obligation under this Agreement.

24. Hold Harmless Agreement: LifeCare shall defend, indemnify and save harmless the City, all of its officers, agents and employees from any suits, actions or claims of negligence brought for or on account of any person, persons, or property resulting from the negligent operations of LifeCare or any of its subcontractors that are providing ambulance service under this Agreement. It is understood and agreed that LifeCare is an independent contractor with respect to the services governed by this Agreement.

25. Waiver of Rights: The City and LifeCare waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance.

ADDITIONAL COMMITMENTS

26. Membership Service: The Contractor may continue to offer, with terms and prices set at its sole discretion, a membership program that will allow individuals to subscribe in order to "fix price and prepay" the co-insurance portion of their bill.

27. Non-Discrimination: The Contractor agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of his or her actual or perceived race, color, religion, national origin, age, sex, veteran status, height, weight, marital status, physical or mental disability (prohibited so long as the disability is unrelated to the job duties), family status, sexual orientation, or gender identity

or non-job related handicap. Breach of this obligation not to discriminate by Contractor shall be a material breach of the contract.

28. Assignment: The Contractor agrees not to assign, transfer, or convey this Agreement, or any of the rights or privileges contained and granted in this Agreement, without prior written approval of the City. Any attempt at assignment or transfer shall be void and at the option of the City may be deemed sufficient grounds for cancellation and termination of this Agreement.

33. Collections: The collection procedures of the Contractor shall be humane and designed to maximize reimbursement through Medicare, Medicaid, and third-party payers.

34. Accreditation: Contractor shall maintain accreditation with the Commission on Accreditation of Ambulance Services.

35. Ward Boundaries: Both parties to the contract have a mutual interest in ensuring reasonable and timely responses to emergency calls throughout the City. If the ward boundaries are modified by the City such that it would make it difficult, unreasonable or unsafe to meet the response time standards, then both parties shall work together to meet the mutual interests and obligations to reasonable and timely responses to emergency calls.

CITY COMMITMENT

36. EMS Coordinator: The City agrees to appoint an individual with appropriate authority as the person responsible for overseeing the provision of emergency medical services in the City to work directly with the Contractor toward mutual resolution of patient and service complaints and to identify areas for improvement within the pre-hospital care system. The City Manager shall notify the Contractor of the appointment in writing.

37. First Responders: The City agrees to provide medical "first response" for medical emergencies but only as defined in the approved medical priority dispatch protocols or as otherwise agreed by the City, Contractor, and Medical Control Authority. All responses will occur with individuals trained and annually recertified at the level of the Department of Transportation Medical First Responder level at the minimum. The City will continue to provide an automatic defibrillator on all medical responses with individuals trained and certified to defibrillate cardiac arrest victims under a program approved by the State of Michigan on units assigned first response duty.

38. Standard of Care: The City recognizes the importance of the standards as defined in this Agreement and the potential impact on the mortality and morbidity of patients. Therefore, the Contractor will be required to meet the conditions of this Agreement only so long as the City has in place an Ordinance which states: The City agrees to require all ambulance service providers desiring to provide ambulance service within the city limits of Battle Creek to meet, at a minimum, standards equal to those set forth within the Chapter 804 *Ambulance Services* ordinance and to allow the City's EMS Coordinator to audit that performance to assure compliance. The City will make part of its regular Commission Agenda periodic reports on ambulance service performance.

39. Access to Facilities: The City will consider access to all City buildings by the Contractor for use as post locations. Any building will be identified by the Contractor and limitations of that access will be determined by the City prior to the initiation of the use of any building. The City's EMS Coordinator's decision on which building, if any, may be used by the Contractor is final.

40. Referrals: The City agrees to give all referrals or requests for ambulances within the City to the Contractor, except as otherwise requested by the caller.

41. Indigent Care: The City recognizes that a significant amount of service provided under this Agreement is provided for indigents.

PENALTIES

42. Contractor:

a. Definitions: "Priority One" - Life-threatening or potentially life-threatening emergency; "Priority Three" - Immediate response emergency.

b. The Contractor will pay the City penalties as follows:

(1) Priority One Calls - The Contractor will pay the City a penalty fee of \$2,000.00 per month, if response times were less than 90%.

(2) Priority Three Calls - The Contractor will pay the City a penalty fee of \$500 for any month with a response time performance below 90%.

c. The following shall apply regarding penalties:

(1) Response times and penalties shall be evaluated and penalties assessed, if applicable, for Priority One calls for the entire City. Priority Three calls shall also be evaluated for determination of any potential penalties.

(2) Priority One penalties shall be assessed independent of Priority Three penalties, which may result in two separate penalties for any given month.

43. City: The City agrees to take prompt corrective action in event of notification by the Contractor of any areas where the City has failed to meet the provisions of this Agreement.

TERM OF CONTRACT

44. This Agreement shall be a two- year Agreement with one three-year extension, with the initial term beginning April 1, 2025, and ending March 31, 2027 at midnight. Any party wishing to invoke the three-year extension must notify the other party at least 180 days prior to the expiration of this Agreement.

45. The parties agree to review and amend the terms as may be deemed mutually agreeable during a sixty-day period following the anniversary date of the Agreement. Any amendments to this Agreement shall be set forth in writing and executed in a like manner as the original Agreement.

TERMINATION

46. Termination: The City agrees not to terminate the contact unless that termination is a result of a failure to meet the criteria set forth in paragraphs 3 and 4 for three consecutive months or for some other major or chronic default of the conditions of this Agreement. Either party can terminate this Agreement if both parties are in agreement; notice of the desire to terminate the Agreement must be provided in writing to the other party at least 180 days prior to termination, and acceptance by the other party must be returned in writing to validate the termination.

47. This contract replaces in its entirety all similar contracts and memorandums of agreement/understanding between the parties of whatever date.

EXECUTION

This Agreement is entered into by the parties by the express approval of the City Commission of the City of Battle Creek through approval of Resolution ____ adopted _____.
_____, _____.

WITNESS:

CITY OF BATTLE CREEK

BY:

Date

Its: City Manager

WITNESS:

LIFECARE AMBULANCE

BY: Ronald Slagell

Date

Its: Chief Executive Officer