

City of Ironwood  
213 S. Marquette St.  
Ironwood, MI 49938



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# IRONWOOD

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## AGENDA REGULAR IRONWOOD CITY COMMISSION MEETING WEDNESDAY, DECEMBER 27, 2023

**LOCATION: IRONWOOD MEMORIAL BUILDING  
COMMISSION CHAMBERS  
213 S. MARQUETTE ST.  
IRONWOOD, MI 49938**

**Regular Meeting - 5:30 P.M.**

### **ZOOM OPTION AVAILABLE FOR THE PUBLIC**

**(Please visit the City website at [www.ironwoodmi.gov](http://www.ironwoodmi.gov) or the notice posted at the Memorial Building for Zoom Webinar login instructions.)**

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### **REGULAR MEETING 5:30 P.M.**

- A. Regular Meeting Called to Order.  
Pledge of Allegiance to the United States of America.
- B. Recording of the Roll.
- C. Approval of the Consent Agenda. \*  
*All items with an asterisk (\*) are considered to be routine by the City Commission and will be enacted by one motion. There will be no separate discussion of those items unless a Commission member or citizen so requests, in which event the item will be removed from the General Order of Business and considered in its normal sequence on the agenda.*
  - \*1) Approval of Minutes:
    - a. Regular City Commission Meeting Minutes of December 11, 2023.
  - \*2) Review and Place on File:
    - a. Ironwood Housing Commission Meeting Minutes of November 14, 2023.
- D. Approval of the Agenda.
- E. Review and Place on File:
  - 1. Revenue & Expenditure Report.
  - 2. Cash and Investment Summary Report.
- F. Approval of Monthly Check Register Report.



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G. Citizens wishing to address the Commission on Items on the Agenda. (Three Minute Limit).

H. Citizens wishing to address the Commission on Items not on the Agenda. (Three Minute Limit).

### **OLD BUSINESS**

I. Discuss and consider approving Change Order #3, for Jakes Excavating, which is an increase of \$9,780.00 for the Lead Service Line Replacement Project and authorize the Mayor to sign all applicable documents.

J. Discuss and consider approval of Payment #2, for Jake's Excavating, in the amount of \$100,489.96 for the Lead Service Line Replacement Project and authorize the Mayor to sign all applicable documents.

### **NEW BUSINESS**

K. Discuss and consider adopting Ordinance Number 546, an Ordinance to vacate the Superior Street right-of-way between Francis Street and Cloverland Drive.

L. Discuss and consider approving ballot language to renew the one mill for continued operation, support, and maintenance of the Pat O'Donnell Civic Center for a period of four years from 2025-2028.

M. Discuss and authorize the execution of the \$150,895.00 contract with Penchura, LLC., for the Hiawatha Park Playground Project.

N. Discuss and consider approving Resolution #023-038 Performance Resolution for Governmental Agencies required by the Michigan Department of Transportation (MDOT) authorizing City Manager to apply for any necessary permits.

O. Discuss and consider authorizing the City to purchase a new 3-ton crane for the Department of Public Works Equipment Repair Shop, with training from Midwest Overhead Crane for \$53,412.00.

P. Discuss and consider approving an agreement with HDR Michigan, Inc. not to exceed \$949,000.00 for Professional Engineering Services related to Phase 2 of the Water Treatment Plant Project.

Q. Discuss and consider approving special event water rate for Gogebic Community College from December 15-17 for the Sno-Cross National races held at Mt. Zion.

R. Manager's Report.

S. Other Matters.

T. Adjournment.

## Proceedings of the Ironwood City Commission Meeting

A Regular Meeting of the Ironwood City Commission was held on December 11, 2023, at 5:30 P.M., preceded by a Public Hearings at 5:25 P.M., in the Commission Chambers, Second Floor of the Municipal Memorial Building in the City of Ironwood.

1. Mayor Corcoran opened the Public Hearing at 5:25 P.M.
2. Public Hearing: To hear comment on Ordinance Number 546, an Ordinance to vacate the Superior Street right of way between Francis Street and Cloverland Drive.

Tom Bergman, Community Development Director, discussed the request from the Aijala's and the process to vacate property. Tom confirmed that he checked with utilities and there are no utilities within the right of way being requested to vacate and no apparent issues should the property be vacated.

There were no comments from the Public.

3. Mayor Corcoran closed the Public Hearing at 5:27 P.M.

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A. Mayor Corcoran called the Regular Meeting to Order at 5:30 P.M.

B. Recording of the Roll.

PRESENT: Commissioners Andresen, Korpi, Mildren, Semo, and Mayor Corcoran

ABSENT: There were none

C. Approval of the Consent Agenda.

1) Approval of Minutes:

- a. Regular City Commission Meeting Minutes of November 27, 2023.
- b. Special City Commission Meeting Minutes of November 29, 2023.

2) Review and Place on File:

- a. Planning Commission Meeting Minutes of September 7, 2023.
- b. Planning Commission Meeting Minutes of November 2, 2023.
- c. Planning Commission Special Meeting Minutes of November 16, 2023.
- d. Economic Development Committee Meeting Minutes of November 1, 2023.

***Motion** was made by Andresen, seconded by Semo, to approve the Consent Agenda as presented. Unanimously passed by roll call vote.*

D. Approval of the Agenda.

***Motion** was made by Mildren, seconded by Korpi, and carried, to approve the Agenda as presented.*

E. Citizens wishing to address the Commission on Items on the Agenda. (Three Minute Limit).

There were none.

F. Citizens wishing to address the Commission on Items not on the Agenda. (Three Minute Limit).

There were none.

## **OLD BUSINESS**

G. Discuss and consider approval of the Rural Development Pay Package #5 in the amount of \$492,745.41 for the City of Ironwood – Water Treatment Plant Phase I Project and authorize Mayor to sign all applicable documents.

*Motion was made by Mildren, seconded by Andresen, to approve the Rural Development Pay Package #5 in the amount of \$492,745.41 for the City of Ironwood – Water Treatment Plant Phase I Project and authorize Mayor to sign all applicable documents. Unanimously passed by roll call vote.*

H. Discuss and consider approving Change Order #2 for CD Smith, which is an increase of \$11,766.56 for the Water Treatment Plant Phase I Project.

*Motion was made by Semo, seconded by Mildren, to approving Change Order #2 for CD Smith, which is an increase of \$11,766.56 for the Water Treatment Plant Phase I Project. Unanimously passed by roll call vote.*

## **NEW BUSINESS**

I. Discuss and consider the Ironwood Area Schools donation of the Norrie School property to the City.

*Motion was made by Andresen, seconded by Korpi, to approve the Ironwood Area Schools donation of the Norrie School property to the City. Unanimously passed by roll call vote.*

J. Discuss and acknowledge introduction of Ordinance Number 546, an Ordinance to vacate the Superior Street right of way between Francis Street and Cloverland Drive.

*Motion was made by Semo, seconded by Mildren, and carried, to acknowledge the introduction of Ordinance Number 546, an Ordinance to vacate the Superior Street right of way between Francis Street and Cloverland Drive.*

K. Discuss and consider authorizing City Staff to go out for bids for the following projects:

- a. 2024 Curry Park Electrical Upgrade
- b. 2024 Curry Park Site Amenities
- c. 2024 Asphalt Patching
- d. 2024 Concrete Patching
- e. 2024 Crack Sealing
- f. 2024 Pavement Striping
- g. 2024 Road Improvements
- h. 2024 Tub Grinding at the Compost Site
- i. 2024 Cemetery Grass Cutting
- j. 2024 Jessieville Water Tank Maintenance Work

**Motion** was made by Semo, seconded by Mildren, and carried, to authorize the City to call for bids on the following 2024 Projects: Curry Park Electrical Upgrade, Curry Park Site Amenities, Asphalt Patching, Concrete Patching, Crack Sealing, Pavement Striping, Road Improvements, Tub Grinding at the Compost Site, Cemetery Grass Cutting, Jessieville Water Tank Maintenance Work.

L. Discuss and consider the City Employee Gratuity for the Holiday Season.

**Motion** was made by Mildren, seconded by Semo, to approve the City Employee Gratuity for the Holiday Season. Unanimously passed by roll call vote.

M. Mayor's Appointments.

Mayor Corcoran reappointed Kathryn Maciejewske to the Carnegie Library Board for a five-year term, expiring December 31, 2028.

**Motion** was made by Semo, seconded by Mildren, and carried, to approve the Mayor's reappointment of Kathryn Maciejewske to the Carnegie Library Board for a five-year term, expiring December 31, 2028.

Mayor Corcoran reappointed Sam Davey to the Planning Commission for a three-year term, expiring December 31, 2026.

**Motion** was made by Semo, seconded by Mildren, and carried, to approve the Mayor's reappointment of Sam Davey to the Planning Commission for a three-year term, expiring December 31, 2026.

Mayor Corcoran appointed herself to the Parks and Recreation Committee for a two-year term, expiring November 4, 2025.

**Motion** was made by Semo, seconded by Andresen, and carried, to approve the Mayor's Appointment of herself to the Parks and Recreation Committee for a two-year term, expiring November 4, 2025.

Mayor Corcoran appointed Lauren Korpi to the Ironwood Theatre Board for a two-year term, expiring November 4, 2025.

**Motion** was made by Semo, seconded by Andresen, and carried, to approve the Mayor's Appointment of Lauren Korpi to the Ironwood Theatre Board for a two-year term, expiring November 4, 2025.

N. Manager's Report.

City Manager Paul Anderson provided the following verbal updates:

*Manager Updates*

- *City Deer Hunt started again on 12/1 and continues through 12/31. We currently have 9 hunters participating with three does and one buck have been harvested thus far.*

- *With Christmas on a City Commission night, the second meeting in December will be held on 12/27.*
- *The slow start to the snow season has been good for our DPW department. It allowed the crew some time to learn their new plow routes with some light snowfall accumulation storms. This light snowfall is of course bad for our winter tourism economy. We continue to do our snow dance to bring more natural snow for all our winter tourism events.*
- *The snowmobile trails are still closed and waiting for more snow to build the base.*
- *SISU planning is in full effect for the January 6th event. Over 350 volunteers will spend countless hours in efforts to provide a high-quality experience for the 900 plus participants.*
- *The large snowmobile sno-cross race at Mt Zion is this weekend Friday through Sunday. Mt Zion is making as much snow as possible and organizers are planning on the event to proceed as expected. This 3-day event is slated to bring in thousands of people to the area, so everyone is excited for a great event.*
- *The ski hills are also making snow and are slowly opening on manmade snow. This weekend is the grand opening of the new high speed 6 pack chairlift at Jackson Creek Summit. This is the highlight of the new resort owner's \$10MIL infrastructure improvement into the two ski resorts they purchased two years ago.*
- *Thank you to all the participants who made floats for the Jack Frost Festival two weekends ago! We had 38 units participating in the parade with some fantastic floats that were enjoyed by a packed street of onlookers.*
- *Check out the Chambers website or Facebook page for more Jack Frost Festival events. Thursday 12/28 there will be a candlelight snowshoe in Miners Park from 6-8PM.*
- *American Red Cross Blood Drive is taking place at the Memorial Building on Thursday, December 14 from 9am – 2pm.*

### *Engineering Updates*

- *Phase 1 of the water plant project continues with CD Smith Construction. Concrete pours have been continuing with multiple pours per week occurring.*
- *The \$3MIL lead service line replacement project continues with Jakes Excavating. They have done about 57 addresses so far and plan to perform 1-2 per day until winter snow conditions set in. We are finding a lot of service lines that were thought to be galvanized that are copper. Even though this takes a lot of administrative time to figure out, this is great news from our budgeting aspect, as it reduces the cost of working towards zero lead service lines.*
- *We've had a good couple of meetings this past week for the Curry Park electrical project. We will be submitting bid documents for review by MDNR so that we can be bidding the project out in January or February.*
- *We had a meeting on Phase 2 of the water plant w/ the design team and the State of Michigan today. Things are moving along well and plan to have the engineering contract ready for you to approve at the December 27th meeting. Design will occur from January through March, bidding April and May. Then construction will have to wait until Phase 1 construction wraps up by June of 2025. Phase 2 construction would be June 2025- Fall 2026.*

O. Other Matters.

Commissioner Semo requested to be excused from the December 27, 2023 and January 8, 2023 Commission meetings.

***Motion** was made by Andresen, seconded by Korpi, and carried, to excuse Commissioner Semo from the December 27, 2023 and January 8, 2023 meetings.*

Commissioner Mildren encouraged people to attend the sno-cross races this weekend at Mt. Zion. He also thanked everyone who attended the Jack Frost parade and shared with the Commission that the Upper Peninsula lost a great leader with the passing of Bob Niemi, who was a long time Marquette City Commissioner.

Mayor Corcoran wished everyone Happy Holidays.

P. Adjournment.

***Motion** was made by Semo, seconded by Mildren, and carried, to adjourn the meeting at 6:00 P.M.*

Kim S. Corcoran, Mayor

Jennifer L. Jacobson, City Clerk

**IRONWOOD HOUSING COMMISSION  
REGULAR MEETING MINUTES  
NOVEMBER 14, 2023  
PIONEER PARK APARTMENTS - COMMUNITY ROOM  
515 E. VAUGHN STREET – IRONWOOD, MI. 49938**

The regular meeting of the Ironwood Housing Commission was held on November 14, 2023 in the Community Room at Pioneer Park Apartments at 515 E. Vaughn Street, Ironwood, MI. 49938. The meeting was open to the public.

Present: Annabelle O'Brien (Via phone)  
Clancey Byrne  
John Lupino  
Kristine Perry

1. Call to Order

The meeting was called to order by Vice-President Kristine Perry, followed by the Pledge of Allegiance.

2. Minutes of October 10, 2023 Meeting

Motion by Byrne, Seconded by Lupino, Unanimously approved through roll call vote to approve the minutes of the October 10, 2023 Meeting.

3. Old Business

4. New Business

4.1.1 Resolution 2023-4 Obsolete Item Write-Off

Motion by Byrne, Seconded by Lupino, Unanimously approved through roll call vote to approve Resolution 2023-4 Obsolete Item Write-Off

4.1.2 Resolution 2023-5 MERS-Municipal Employees Retirement System  
Lump Sum Contribution for Division 13 Housing Commission



Motion by Lupino, Seconded by Byrne, Unanimously approved through roll call vote to approve Resolution 2023-5 MERS-Municipal Employees Retirement System One-time Lump Sum Contribution for Division 13 Housing Commission.

4.1.3 MERS-Municipal Employees Retirement System  
Invoice# 27060113

Motion by Lupino, Seconded by Byrne, Unanimously approved through roll call vote to approve MERS-Municipal Employees Retirement System one-time lump sum payment for invoice# 27060113 in the amount of \$100,000.00 for Division 13 Housing Commission for our Defined Benefit Pension Retirement System.

5. Consent Agenda – “Information Only”
- A-Account A/R Balance report as of October 31, 2023
  - B-Current Vacancy Report as of November 10, 2023
  - C-Supplementary Statement of Income & Expense report  
As of September 30, 2023
  - D-Bank Acct. Reconciliation Report as of September 30, 2023
  - E-Financial Statements, Journal Register & General Ledger as of  
September 30, 2023

Motion by Byrne, Seconded by Lupino, Unanimously approved through roll call vote to approve the Consent Agenda-“Information Only”

The Director provided information to the Board of Commissioners on the Account A/R Balances report as of October 31, 2023, the current Vacancy Report for Public Housing as of November 10, 2023, the Supplementary Statement of Income & Expense report which includes the revenue to date, expense to date and the total unrestricted net position as of September 30, 2023, the Bank Account Reconciliation report as of September 30, 2023 and the Financial Statements, Journal Register and the General Ledger as of September 30, 2023.

6. Disbursements of Checks # 22361 – 22440

Motion by Lupino, Seconded by Byrne, Unanimously approved through roll call vote to approve the disbursements of checks# 22361 – 22440

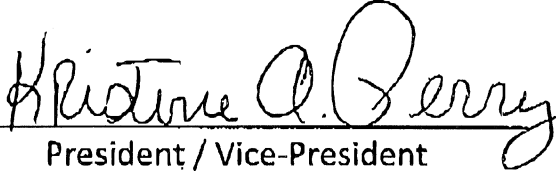
7. Commissioner Comments

Lupino commented that he would like to stop in Fridays before our meetings to pick up his Board Meeting Agenda

8. Public Comments – N/A

9. Adjournment

Motion by Byrne, Seconded by Lupino, Unanimously approve through roll call vote to adjourn meeting. The meeting adjourned at 4:20 p.m.

  
\_\_\_\_\_  
President / Vice-President

  
\_\_\_\_\_  
Executive Director / Secretary



# IRONWOOD

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**To:** Mayor Corcoran and City Commission

**From:** Paul Linn, Finance Director/Treasurer

**Date:** December 22, 2023

**Meeting Date:** December 27, 2023

**Re:** Summary of November 2023 Financial Reports

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The Revenue and Expenditure Report and the Cash and Investment Summary Report are included in the agenda packet for December 27, 2023. The following is a summary of each report.

## **Revenue and Expenditure Report**

As of November 30, 2023, we are approximately 42% through our current fiscal year. The revenues and expenditures of most funds are in-line with this benchmark. Major Funds with large variations from the 42% benchmark (and applicable reasoning) are as follows:

1. **Major Street Fund:** Revenues and Expenditures are at approximately 56% - Federal Grants at 83%; Preservation/Structural Improvement at 71%. Construction work and payments associated with the MDOT Small Urban Grant projects for both Hemlock Street and Van Buskirk Road continued during the month of November.
2. **Local Street Fund:** Revenues and Expenditures are at 25% - Transfer from General Fund at 17%; Preservation/Structural Improvement at 0%. We have \$300,000 budgeted for local street improvements. The scope of this work is in the planning phase, with work anticipated to occur in the spring of 2024. Project funding is budgeted to come from the General Fund.
3. **Water Fund:** Revenues and Expenditures are at approximately 30% - Federal Grants at 4%; Service Lines Expenses at 15%. We have \$1 million budgeted for our water service line replacement project funded by an EGLE DWSRF grant. This project recently started and will continue this year while the weather allows.

## **Cash and Investment Summary Report**

The Cash and Investment Summary report shows the activity for the month of November, sorted by fund. Notable items are as follows:

1. **Bond Redemption Accounts (Water and Sewer):** Account balances decreased due to biannual interest payments on the 2014 bonds.

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GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE	
			11/30/2023 NORMAL (ABNORMAL)	% BDGT USED
<b>Fund 101 - GENERAL FUND</b>				
<b>Revenues</b>				
101-000.000-402.000	CURRENT PROPERTY TAXES	2,040,000.00	850,000.00	41.67
101-000.000-410.000	PERSONAL PROPERTY TAX	4,000.00	0.00	0.00
101-000.000-432.000	PAYMENTS IN LIEU OF TAXES	8,000.00	0.00	0.00
101-000.000-439.000	MARIJUANA EXCISE TAX	80,000.00	0.00	0.00
101-000.000-445.000	PENALTIES AND INTEREST ON TAXES	20,000.00	8,986.20	44.93
101-000.000-447.000	PROPERTY TAX ADMINISTRATION FEE	60,000.00	56,202.51	93.67
101-000.000-448.002	SCHOOL TAX COL FEES	15,000.00	15,697.67	104.65
101-000.000-448.003	GOISD TAX COL FEES	3,000.00	3,329.99	111.00
101-000.000-476.000	BUSINESS LICENSES AND PERMITS	11,000.00	310.00	2.82
101-000.000-477.000	CABLE TV FRANCHISE FEE	52,000.00	11,702.89	22.51
101-000.000-478.000	RECREATIONAL MARIHUANA LICENSE/APP. FEES	10,000.00	10,000.00	100.00
101-000.000-479.000	RENTAL REGISTRATION FEES	500.00	0.00	0.00
101-000.000-480.000	EXCAVATION/RIGHT-OF-WAY PERMIT FEE	0.00	120.00	100.00
101-000.000-530.000	FEDERAL GRANTS	19,000.00	24,412.34	128.49
101-000.000-540.000	STATE GRANTS	150,000.00	56,629.60	37.75
101-000.000-543.000	LIQOUR LICENSES	6,000.00	6,565.90	109.43
101-000.000-573.000	LOCAL COMM. STABILIZATION SHARE APPROP	10,000.00	11,887.27	118.87
101-000.000-574.000	STATE GRANTS - STATE REVENUE SHARING	919,000.00	384,602.00	41.85
101-000.000-607.002	HUNTING REGISTRATION	300.00	210.00	70.00
101-000.000-613.000	PUBLIC SAFETY REVENUES	60,000.00	37,534.52	62.56
101-000.000-614.000	OTHER CHARGES/FEES	500.00	2,112.40	422.48
101-000.000-617.000	DEED PREPARATION FEES	1,000.00	0.00	0.00
101-000.000-619.000	MISC REC PENALTY FEE	0.00	73.85	100.00
101-000.000-627.000	BUILDING INSPECTION FEES	7,000.00	9,031.00	129.01
101-000.000-631.000	ZONING APPLICATION FEE	1,000.00	1,600.00	160.00
101-000.000-633.000	ADMINISTRATION-WATER & SEWER	72,000.00	30,000.00	41.67
101-000.000-633.001	ADMINISTRATION-EQUIPMENT FUND	12,000.00	5,000.00	41.67
101-000.000-633.002	ADMINISTRATION-STREET FUNDS	18,000.00	7,500.00	41.67
101-000.000-634.001	ORDINANCE VIOLATION FEE	10,000.00	11,041.94	110.42
101-000.000-636.000	MARKETING FEES - ITC	29,000.00	7,182.45	24.77
101-000.000-637.000	IWD HOUSING COMM ADMIN FEE	4,000.00	4,151.72	103.79
101-000.000-640.000	PROPERTY INFORMATION SEARCH FEE	2,000.00	660.00	33.00
101-000.000-642.002	BRANDING MERCHANDISE SALES	1,500.00	1,431.00	95.40
101-000.000-651.000	USE AND ADMISSION FEES	3,000.00	60.00	2.00
101-000.000-665.000	INTEREST AND DIVIDENDS	73,700.00	176,324.29	239.25
101-000.000-667.006	RENT - NORRIE PARK PAVILLION	100.00	100.00	100.00
101-000.000-667.008	RENT - CURRY PARK	40,000.00	57,437.00	143.59
101-000.000-667.009	RENT - MEMORIAL BUILDING	75,000.00	31,877.50	42.50
101-000.000-667.010	RENT - DPW GARAGE	81,000.00	34,000.00	41.98
101-000.000-667.011	RENT - OTHER CITY PROPERTY	6,000.00	1,301.00	21.68
101-000.000-667.012	RENT - DEPOT PARK PAVILLION	200.00	100.00	50.00
101-000.000-667.013	RENT - MEM. BLDG. AUDITORIUM	1,000.00	800.00	80.00
101-000.000-674.000	CONTRIBUTIONS AND DONATION	5,000.00	0.00	0.00
101-000.000-675.027	DONATIONS - HIAWATHA PARK PLAYGROUND	0.00	44,955.77	100.00
101-000.000-676.000	REIMBURSEMENTS	0.00	4,048.56	100.00
101-000.000-678.000	MISCELLANEOUS INCOME	0.00	10,307.19	100.00
101-000.000-693.000	SALES OF FIXED ASSETS	0.00	515.00	100.00
101-000.000-694.000	CASH OVER/SHORT	0.00	(51.00)	100.00
101-000.000-698.000	INSURANCE CLAIMS RECEIVED	0.00	6,561.22	100.00
101-000.000-699.248	TRANSFER FROM DIDA	1,200.00	900.00	75.00
<b>TOTAL REVENUES</b>		<b>3,912,000.00</b>	<b>1,927,211.78</b>	<b>49.26</b>
<b>Expenditures</b>				
101.000	CITY COMMISSION	45,000.00	10,619.95	23.60
172.000	CITY MANAGER	115,000.00	36,944.44	32.13
201.000	FINANCIAL DEPT	229,000.00	96,044.11	41.94
215.000	CITY CLERK	223,000.00	76,512.47	34.31
228.000	COMPUTER/EQUIPMENT	132,000.00	33,624.42	25.47
247.000	BOARD OF REVIEW	3,000.00	188.65	6.29
253.000	CITY TREASURER	53,000.00	16,422.68	30.99
257.000	CITY ASSESSOR	63,000.00	21,886.81	34.74
262.000	ELECTIONS	15,000.00	8,007.56	53.38
265.000	MEMORIAL BUILDING	560,000.00	138,770.75	24.78
266.000	LABOR RELATIONS	5,000.00	0.00	0.00
267.000	INSURANCE-FRINGS-DUES	39,000.00	17,434.40	44.70
336.000	VOLUNTEER FIRE RELATED ACTIVITIES	17,000.00	22,569.38	132.76
345.000	PUBLIC SAFETY DEPARTMENT	1,168,000.00	432,337.81	37.02
346.000	DRUG ENFORCEMENT	6,000.00	1,358.07	22.63
371.000	BUILDING INSPECTION DEPT	28,000.00	8,887.66	31.74
441.000	DEPARTMENT OF PUBLIC WORKS	277,000.00	30,227.41	10.91
448.000	STREET LIGHTING	106,000.00	41,677.17	39.32
528.000	COMPOST SITE	43,000.00	9,407.61	21.88
529.001	GAS PLANT SITE	6,000.00	0.00	0.00
701.000	COMMUNITY DEVELOPMENT	421,000.00	94,627.76	22.48
716.000	MARKETING - ITC	30,000.00	8,765.71	29.22

12/22/2023 11:28 AM  
 User: PAUL  
 DB: Ironwood

REVENUE AND EXPENDITURE REPORT FOR CITY OF IRONWOOD  
 PERIOD ENDING 11/30/2023  
 % Fiscal Year Completed: 41.80

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE		% BDGT USED
			NORMAL	11/30/2023 (ABNORMAL)	
Fund 101 - GENERAL FUND					
Expenditures					
720.000	COMMUNITY ASSISTANCE	19,000.00		14,320.11	75.37
720.001	COMMUNITY ASSISTANCE - CIVIC CENTER	2,000.00		0.00	0.00
720.002	COMMUNITY ASSISTANCE - LIBRARY	1,000.00		0.00	0.00
720.003	COMMUNITY ASSISTANCE - FLOOD 2023	0.00		213.26	100.00
721.000	PROPERTY MGMT - 205 W AURORA	16,000.00		2,769.73	17.31
732.000	CODE ENFORCEMENT	158,000.00		45,922.15	29.06
751.000	PARKS MAINTENANCE	81,000.00		47,719.07	58.91
751.002	PARKS - MINE SHAFT SAFETY	2,000.00		0.00	0.00
751.005	CURRY PARK	86,000.00		30,443.25	35.40
751.007	DEPOT PARK	24,000.00		15,667.81	65.28
751.009	MT ZION ENHANCEMENT PROJECT	18,000.00		10,065.00	55.92
751.010	BELTLINE TRAIL GRANT PROJECT - PHASE 1	64,000.00		2,231.50	3.49
751.011	MINERS MEMORIAL HERITAGE PARK	45,000.00		68,290.71	151.76
751.012	DOWNTOWN SQUARE	80,000.00		44,688.04	55.86
751.013	BELTLINE TRAIL GRANT PROJECT - PHASE 2	20,000.00		0.00	0.00
757.000	NON-MOTORIZED TRAILS	0.00		3,191.93	100.00
757.001	NON-MOTORIZED TRAIL - IRON BELLE	17,000.00		2,533.71	14.90
758.000	MOTORIZED TRAILS - GENERAL	1,000.00		1,200.52	120.05
966.000	APPROPRIATIONS TO OTHER FUNDS	1,335,000.00		478,527.26	35.84
TOTAL EXPENDITURES		5,553,000.00		1,874,098.87	33.75
Fund 101 - GENERAL FUND:					
TOTAL REVENUES		3,912,000.00		1,927,211.78	49.26
TOTAL EXPENDITURES		5,553,000.00		1,874,098.87	33.75
NET OF REVENUES & EXPENDITURES		(1,641,000.00)		53,112.91	3.24

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REVENUE AND EXPENDITURE REPORT FOR CITY OF IRONWOOD  
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GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE		% BDGT USED
			NORMAL	11/30/2023 (ABNORMAL)	
Fund 202 - MAJOR STREET FUND					
Revenues					
202-000.000-530.000	FEDERAL GRANTS	750,000.00		620,952.61	82.79
202-000.000-546.000	STATE GRANTS - ACT 51 (MTF)	797,000.00		334,034.36	41.91
202-000.000-546.001	STATE GRANTS - ACT 51 (SNOW FUNDS)	40,000.00		0.00	0.00
202-000.000-546.002	STATE GRANTS - METRO ACT FUNDS	9,000.00		0.00	0.00
202-000.000-604.000	STATE TRUNKLINE PRESERVATION	170,000.00		12,804.97	7.53
202-000.000-678.000	MISCELLANEOUS INCOME	0.00		650.00	100.00
202-000.000-699.101	TRANSFER FROM GENERAL FUND	658,000.00		342,452.80	52.04
TOTAL REVENUES		2,424,000.00		1,310,894.74	54.08
Expenditures					
486.001	SURFACE MAINTENANCE	266,700.00		98,635.78	36.98
486.002	SURFACE MAINTENANCE-US	10,000.00		1,168.62	11.69
486.003	SURFACE MAINTENANCE-BR	4,700.00		303.27	6.45
488.001	SWEEPING	53,700.00		31,701.30	59.03
488.002	SWEEPING -US	5,300.00		800.87	15.11
488.003	SWEEPING -BR	1,800.00		0.00	0.00
489.000	PRESERVATION/STRUCTURAL IMPROVEMENT	2,242,000.00		1,595,866.01	71.18
491.001	DRAINAGE - BACKSLOPES	33,300.00		21,698.55	65.16
491.002	DRAINAGE AND BACKSLOPES-US	1,200.00		6,572.34	547.70
494.001	TRAFFIC SIGNS	17,400.00		1,325.88	7.62
494.002	TRAFFIC SIGNS-US	2,000.00		0.00	0.00
494.003	TRAFFIC SIGNS-BR	3,200.00		0.00	0.00
497.001	WINTER MAINTENANCE	159,200.00		11,169.13	7.02
497.002	WINTER MAINTENANCE-US	38,700.00		783.47	2.02
497.003	WINTER MAINTENANCE-BR	51,400.00		263.75	0.51
498.001	SNOW HAULING	97,500.00		115.39	0.12
498.002	SNOW HAULING-US	35,500.00		0.00	0.00
498.003	SNOW HAULING-BR	35,500.00		0.00	0.00
502.000	LEAVE AND BENEFITS	58,700.00		58,582.49	99.80
503.000	GENERAL AND ADMINISTRATIVE	61,600.00		29,652.08	48.14
503.172	ADM/ CM	9,000.00		3,037.38	33.75
906.000	DEBT RETIREMENT	19,600.00		0.00	0.00
TOTAL EXPENDITURES		3,208,000.00		1,861,676.31	58.03
Fund 202 - MAJOR STREET FUND:					
TOTAL REVENUES		2,424,000.00		1,310,894.74	54.08
TOTAL EXPENDITURES		3,208,000.00		1,861,676.31	58.03
NET OF REVENUES & EXPENDITURES		(784,000.00)		(550,781.57)	70.25

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GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE		% BDGT USED
			NORMAL	11/30/2023 (ABNORMAL)	
Fund 203 - LOCAL STREET FUND					
Revenues					
203-000.000-546.000	STATE GRANTS - ACT 51 (MTF)	293,000.00		123,640.47	42.20
203-000.000-546.001	STATE GRANTS - ACT 51 (SNOW FUNDS)	30,000.00		0.00	0.00
203-000.000-546.002	STATE GRANTS - METRO ACT FUNDS	18,000.00		0.00	0.00
203-000.000-699.101	TRANSFER FROM GENERAL FUND	564,000.00		98,401.62	17.45
TOTAL REVENUES		905,000.00		222,042.09	24.54
Expenditures					
486.001	SURFACE MAINTENANCE	205,700.00		110,409.83	53.68
488.001	SWEEPING	8,700.00		2,520.06	28.97
489.000	PRESERVATION/STRUCTURAL IMPROVEMENT	300,000.00		0.00	0.00
491.001	DRAINAGE - BACKSLOPES	22,500.00		8,213.54	36.50
494.001	TRAFFIC SIGNS	14,400.00		717.76	4.98
497.001	WINTER MAINTENANCE	184,200.00		8,210.40	4.46
498.001	SNOW HAULING	36,200.00		115.62	0.32
502.000	LEAVE AND BENEFITS	60,500.00		58,489.84	96.68
503.000	GENERAL AND ADMINISTRATIVE	63,800.00		30,327.67	47.54
503.172	ADM/ CM	9,000.00		3,037.37	33.75
TOTAL EXPENDITURES		905,000.00		222,042.09	24.54
Fund 203 - LOCAL STREET FUND:					
TOTAL REVENUES		905,000.00		222,042.09	24.54
TOTAL EXPENDITURES		905,000.00		222,042.09	24.54
NET OF REVENUES & EXPENDITURES		0.00		0.00	0.00

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GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE		% BDGT USED
			NORMAL	11/30/2023 (ABNORMAL)	
Fund 209 - CEMETERY FUND					
Revenues					
209-000.000-626.000	CHARGES - CEMETERY SERVICES	50,000.00		28,275.00	56.55
209-000.000-626.001	CHARGES - CEMETERY PERPETUAL CARE	5,000.00		1,320.00	26.40
209-000.000-665.000	INTEREST AND DIVIDENDS	0.00		12,019.87	100.00
209-000.000-699.101	TRANSFER FROM GENERAL FUND	112,000.00		36,157.54	32.28
TOTAL REVENUES		167,000.00		77,772.41	46.57
Expenditures					
567.000	CEMETERY	125,000.00		56,847.41	45.48
567.001	PERPETUAL CARE	42,000.00		20,925.00	49.82
TOTAL EXPENDITURES		167,000.00		77,772.41	46.57
Fund 209 - CEMETERY FUND:					
TOTAL REVENUES		167,000.00		77,772.41	46.57
TOTAL EXPENDITURES		167,000.00		77,772.41	46.57
NET OF REVENUES & EXPENDITURES		0.00		0.00	0.00



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GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE		% BDGT USED
			NORMAL	11/30/2023 (ABNORMAL)	
Fund 216 - VOLUNTEER FIRE DEPARTMENT					
Revenues					
216-000.000-647.001	SALES - POP MACHINE	100.00		0.00	0.00
TOTAL REVENUES		100.00		0.00	0.00
Expenditures					
336.000	VOLUNTEER FIRE RELATED ACTIVITIES	2,000.00		78.00	3.90
TOTAL EXPENDITURES		2,000.00		78.00	3.90
Fund 216 - VOLUNTEER FIRE DEPARTMENT:					
TOTAL REVENUES		100.00		0.00	0.00
TOTAL EXPENDITURES		2,000.00		78.00	3.90
NET OF REVENUES & EXPENDITURES		(1,900.00)		(78.00)	4.11

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GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE		% BDGT USED
			NORMAL	11/30/2023 (ABNORMAL)	
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY					
Revenues					
248-000.000-402.000	CURRENT PROPERTY TAXES	13,000.00		5,500.00	42.31
248-000.000-674.000	CONTRIBUTIONS AND DONATION	8,000.00		2,265.00	28.31
248-000.000-678.000	MISCELLANEOUS INCOME	1,000.00		1,075.00	107.50
248-000.000-699.101	TRANSFER FROM GENERAL FUND	0.00		483.80	100.00
TOTAL REVENUES		22,000.00		9,323.80	42.38
Expenditures					
735.000	DOWNTOWN DEVELOPMENT	22,000.00		16,412.45	74.60
TOTAL EXPENDITURES		22,000.00		16,412.45	74.60
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:					
TOTAL REVENUES		22,000.00		9,323.80	42.38
TOTAL EXPENDITURES		22,000.00		16,412.45	74.60
NET OF REVENUES & EXPENDITURES		0.00		(7,088.65)	100.00

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GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE		% BDGT USED
			NORMAL	11/30/2023 (ABNORMAL)	
Fund 271 - LIBRARY FUND					
Revenues					
271-000.000-402.000	CURRENT PROPERTY TAXES	100,000.00		41,500.00	41.50
271-000.000-410.000	PERSONAL PROPERTY TAX	300.00		0.00	0.00
271-000.000-432.000	PAYMENTS IN LIEU OF TAXES	400.00		0.00	0.00
271-000.000-567.000	STATE GRANTS-LIBRARY	5,000.00		2,712.26	54.25
271-000.000-573.000	LOCAL COMM. STABILIZATION SHARE APPROF	800.00		749.31	93.66
271-000.000-607.001	NON-RESIDENT FEES	2,000.00		999.00	49.95
271-000.000-628.000	SUMMER READING PROGRAM	1,500.00		150.00	10.00
271-000.000-628.002	ERWIN TOWNSHIP CONTRACT	1,200.00		1,500.00	125.00
271-000.000-642.000	CHARGES SALES & SERVICE	1,500.00		695.50	46.37
271-000.000-642.001	SALES OF BOOKS	300.00		70.50	23.50
271-000.000-647.000	FUND RAISING REVENUE	3,000.00		0.00	0.00
271-000.000-651.000	USE AND ADMISSION FEES	200.00		28.00	14.00
271-000.000-656.000	PENAL FINES	20,000.00		26.50	0.13
271-000.000-657.000	FINES	200.00		278.44	139.22
271-000.000-665.000	INTEREST AND DIVIDENDS	0.00		3,862.06	100.00
271-000.000-674.000	CONTRIBUTIONS AND DONATION	2,500.00		800.75	32.03
271-000.000-675.001	DONATIONS - BUILDING FUND	500.00		785.00	157.00
271-000.000-675.006	DONATIONS ANNUAL APPEAL	7,000.00		200.00	2.86
271-000.000-675.008	DONATIONS - BOOK APPEAL	400.00		10.00	2.50
271-000.000-675.010	DONATIONS - FRIENDS OF LIBRAR	3,000.00		0.00	0.00
271-000.000-675.012	STARK FOUNDATION	2,000.00		0.00	0.00
271-000.000-678.000	MISCELLANEOUS INCOME	200.00		50.00	25.00
271-000.000-678.002	BANFIELD GRANT	2,000.00		1,000.00	50.00
271-000.000-678.011	CREATIVE PROGRAMS	0.00		5.00	100.00
271-000.000-678.015	DRAMA CLUB REVENUES	1,000.00		200.00	20.00
271-000.000-678.018	MI HUMANITIES COUNCIL GRANT	0.00		750.00	100.00
271-000.000-679.000	GRANTS - OTHER	20,000.00		422.43	2.11
271-000.000-687.000	REFUNDS AND REBATES	0.00		1,050.00	100.00
TOTAL REVENUES		175,000.00		57,844.75	33.05
Expenditures					
790.000	LIBRARY	168,000.00		83,591.25	49.76
790.001	LIBRARY - ALA GRANT PROJECT	20,000.00		422.43	2.11
TOTAL EXPENDITURES		188,000.00		84,013.68	44.69
Fund 271 - LIBRARY FUND:					
TOTAL REVENUES		175,000.00		57,844.75	33.05
TOTAL EXPENDITURES		188,000.00		84,013.68	44.69
NET OF REVENUES & EXPENDITURES		(13,000.00)		(26,168.93)	201.30

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GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE		% BDGT USED
			NORMAL	11/30/2023 (ABNORMAL)	
Fund 273 - NEIGHBORHOOD ENHANCEMENT PROGRAM					
Revenues					
273-000.000-529.000	HOMEOWNERS SHARE GRANT	17,000.00		16,820.00	98.94
273-000.000-540.000	STATE GRANTS	30,000.00		30,000.00	100.00
273-000.000-699.101	TRANSFER FROM GENERAL FUND	1,000.00		1,031.50	103.15
TOTAL REVENUES		48,000.00		47,851.50	99.69
Expenditures					
690.000	COMM DEV REHAB	48,000.00		47,820.00	99.63
TOTAL EXPENDITURES		48,000.00		47,820.00	99.63
Fund 273 - NEIGHBORHOOD ENHANCEMENT PROGRAM:					
TOTAL REVENUES		48,000.00		47,851.50	99.69
TOTAL EXPENDITURES		48,000.00		47,820.00	99.63
NET OF REVENUES & EXPENDITURES		0.00		31.50	100.00

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GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE		% BDGT USED
			NORMAL	11/30/2023 (ABNORMAL)	
Fund 352 - 2015 STREET BOND DEBT SERVICE FUND					
Revenues					
352-000.000-402.000	CURRENT PROPERTY TAXES	180,000.00		85,000.00	47.22
352-000.000-573.000	LOCAL COMM. STABILIZATION SHARE APPROP	0.00		1,551.85	100.00
352-000.000-665.000	INTEREST AND DIVIDENDS	0.00		4,423.52	100.00
TOTAL REVENUES		180,000.00		90,975.37	50.54
Expenditures					
557.000	ADMINISTRATION & OVERHEAD	3,000.00		0.00	0.00
906.000	DEBT RETIREMENT	177,000.00		4,876.25	2.75
TOTAL EXPENDITURES		180,000.00		4,876.25	2.71
Fund 352 - 2015 STREET BOND DEBT SERVICE FUND:					
TOTAL REVENUES		180,000.00		90,975.37	50.54
TOTAL EXPENDITURES		180,000.00		4,876.25	2.71
NET OF REVENUES & EXPENDITURES		0.00		86,099.12	100.00

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GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE		% BDGT USED
			NORMAL	11/30/2023 (ABNORMAL)	
Fund 353 - MEMORIAL BUILDING DEBT SERVICE FUND					
Revenues					
353-000.000-665.000	INTEREST AND DIVIDENDS	0.00		66.12	100.00
TOTAL REVENUES		0.00		66.12	100.00
Expenditures					
145.000	BUILDING FUND	1,000.00		0.00	0.00
TOTAL EXPENDITURES		1,000.00		0.00	0.00
Fund 353 - MEMORIAL BUILDING DEBT SERVICE FUND:					
TOTAL REVENUES		0.00		66.12	100.00
TOTAL EXPENDITURES		1,000.00		0.00	0.00
NET OF REVENUES & EXPENDITURES		(1,000.00)		66.12	6.61

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GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE		% BDGT USED
			NORMAL	11/30/2023 (ABNORMAL)	
Fund 590 - SEWER FUND					
Revenues					
590-000.000-603.000	SEWER CHARGES	2,383,000.00		1,001,617.56	42.03
590-000.000-615.000	UTILITY BILL PENALTIES	33,500.00		14,264.61	42.58
590-000.000-619.000	MISC REC PENALTY FEE	0.00		12.50	100.00
590-000.000-665.000	INTEREST AND DIVIDENDS	1,000.00		17,496.86	1,749.69
590-000.000-678.000	MISCELLANEOUS INCOME	7,500.00		17,997.89	239.97
TOTAL REVENUES		2,425,000.00		1,051,389.42	43.36
Expenditures					
527.000	SEWAGE DISPOSAL - GIWA O&M	863,000.00		359,235.36	41.63
527.001	SEWAGE DISPOSAL - GIWA DEBT SERVICE	243,000.00		100,875.44	41.51
554.000	METER SETS, REMOVALS & REPAIRS	86,800.00		33,322.98	38.39
556.000	CUSTOMER ACCOUNTING & COLLECT	90,300.00		39,138.99	43.34
557.000	ADMINISTRATION & OVERHEAD	289,800.00		99,325.71	34.27
557.172	ADMINISTRATION - CITY MANAGER	9,100.00		3,037.38	33.38
560.000	COLLECTION & TRANSMISSION	843,000.00		183,835.68	21.81
TOTAL EXPENDITURES		2,425,000.00		818,771.54	33.76
Fund 590 - SEWER FUND:					
TOTAL REVENUES		2,425,000.00		1,051,389.42	43.36
TOTAL EXPENDITURES		2,425,000.00		818,771.54	33.76
NET OF REVENUES & EXPENDITURES		0.00		232,617.88	100.00

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GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE		% BDGT USED
			NORMAL	11/30/2023 (ABNORMAL)	
Fund 591 - WATER FUND					
Revenues					
591-000.000-530.000	FEDERAL GRANTS	1,000,000.00		40,022.50	4.00
591-000.000-540.000	STATE GRANTS	500.00		0.00	0.00
591-000.000-602.000	WATER CHARGES	2,220,000.00		933,948.24	42.07
591-000.000-613.000	TURN ON/OFF FEES	30,000.00		13,460.00	44.87
591-000.000-615.000	UTILITY BILL PENALTIES	32,000.00		13,969.77	43.66
591-000.000-616.000	NSF FEE	1,500.00		1,075.00	71.67
591-000.000-618.000	GARBAGE CHARGES	393,000.00		162,655.52	41.39
591-000.000-620.000	GARBAGE TAGS	500.00		124.50	24.90
591-000.000-665.000	INTEREST AND DIVIDENDS	500.00		11,413.69	2,282.74
591-000.000-678.000	MISCELLANEOUS INCOME	0.00		3,460.00	100.00
TOTAL REVENUES		3,678,000.00		1,180,129.22	32.09
Expenditures					
521.000	GARBAGE COLLECTION	396,000.00		163,346.31	41.25
550.000	WELLS	500.00		0.00	0.00
551.000	PUMPING	341,000.00		119,683.72	35.10
553.000	TRANSMISSION AND DISTRIBUTION	702,500.00		233,498.95	33.24
553.001	TRANSMISSION AND DIST - WATER BREAKS	98,100.00		11,370.95	11.59
553.003	SERVICE LINES	1,079,900.00		158,948.03	14.72
554.000	METER SETS, REMOVALS & REPAIRS	88,100.00		35,232.00	39.99
556.000	CUSTOMER ACCOUNTING & COLLECT	91,400.00		40,237.39	44.02
557.000	ADMINISTRATION & OVERHEAD	871,400.00		284,404.27	32.64
557.172	ADMINISTRATION - CITY MANAGER	9,100.00		3,037.43	33.38
TOTAL EXPENDITURES		3,678,000.00		1,049,759.05	28.54
Fund 591 - WATER FUND:					
TOTAL REVENUES		3,678,000.00		1,180,129.22	32.09
TOTAL EXPENDITURES		3,678,000.00		1,049,759.05	28.54
NET OF REVENUES & EXPENDITURES		0.00		130,370.17	100.00



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			NORMAL	11/30/2023 (ABNORMAL)	
Fund 593 - CIVIC CENTER					
Revenues					
593-000.000-402.000	CURRENT PROPERTY TAXES	105,300.00		93,285.87	88.59
593-000.000-410.000	PERSONAL PROPERTY TAX	200.00		0.00	0.00
593-000.000-432.000	PAYMENTS IN LIEU OF TAXES	300.00		0.00	0.00
593-000.000-573.000	LOCAL COMM. STABILIZATION SHARE APPROP	500.00		775.92	155.18
593-000.000-642.004	SALES - CONCESSION	30,000.00		11,714.00	39.05
593-000.000-647.001	SALES - POP/CANDY MACHINE	1,800.00		757.95	42.11
593-000.000-647.003	SALES - JUKEBOX/ARCADE	1,000.00		80.00	8.00
593-000.000-651.000	USE AND ADMISSION FEES - OPEN SKATING	40,000.00		17,090.00	42.73
593-000.000-651.001	SKATE SHARPENING	1,900.00		890.00	46.84
593-000.000-651.002	USE AND ADMISSION FEES - OTHER	0.00		313.00	100.00
593-000.000-651.006	WELL WATER USE FEE	0.00		50.00	100.00
593-000.000-665.000	INTEREST AND DIVIDENDS	0.00		24.21	100.00
593-000.000-667.000	RENT - ICE (OTHER)	7,000.00		1,609.00	22.99
593-000.000-667.001	RENT - NON-ICE	4,000.00		2,048.50	51.21
593-000.000-667.002	RENT - POLAR BEARS - ICE	40,000.00		0.00	0.00
593-000.000-667.003	RENT - SKATES	10,000.00		4,104.00	41.04
593-000.000-667.004	RENT - ICE CRYSTALS - ICE	20,000.00		0.00	0.00
593-000.000-674.000	CONTRIBUTIONS AND DONATION	0.00		2,451.00	100.00
593-000.000-677.000	ADVERTISING REVENUES	1,000.00		13,505.74	1,350.57
TOTAL REVENUES		263,000.00		148,699.19	56.54
Expenditures					
805.000	CIVIC CENTER	348,000.00		145,532.22	41.82
TOTAL EXPENDITURES		348,000.00		145,532.22	41.82
Fund 593 - CIVIC CENTER:					
TOTAL REVENUES		263,000.00		148,699.19	56.54
TOTAL EXPENDITURES		348,000.00		145,532.22	41.82
NET OF REVENUES & EXPENDITURES		(85,000.00)		3,166.97	3.73

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REVENUE AND EXPENDITURE REPORT FOR CITY OF IRONWOOD  
 PERIOD ENDING 11/30/2023  
 % Fiscal Year Completed: 41.80

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE		% BDGT USED
			NORMAL	11/30/2023 (ABNORMAL)	
Fund 661 - EQUIPMENT FUND					
Revenues					
661-000.000-644.000	EQUIPMENT RENTAL	828,000.00		207,786.05	25.09
661-000.000-665.000	INTEREST AND DIVIDENDS	0.00		24,037.91	100.00
661-000.000-678.000	MISCELLANEOUS INCOME	0.00		2,625.00	100.00
661-000.000-698.000	INSURANCE CLAIMS RECEIVED	0.00		51,000.00	100.00
TOTAL REVENUES		828,000.00		285,448.96	34.47
Expenditures					
525.000	DIRECT EQUIPMENT EXPENSE	342,000.00		107,423.96	31.41
557.000	ADMINISTRATION & OVERHEAD	482,000.00		165,959.32	34.43
557.172	ADMINISTRATION - CITY MANAGER	4,000.00		1,012.45	25.31
TOTAL EXPENDITURES		828,000.00		274,395.73	33.14
Fund 661 - EQUIPMENT FUND:					
TOTAL REVENUES		828,000.00		285,448.96	34.47
TOTAL EXPENDITURES		828,000.00		274,395.73	33.14
NET OF REVENUES & EXPENDITURES		0.00		11,053.23	100.00

CASH SUMMARY BY ACCOUNT FOR CITY OF IRONWOOD  
 FROM 11/01/2023 TO 11/30/2023  
 FUND: ALL FUNDS  
 CASH AND INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 11/01/2023	Total Debits	Total Credits	Ending Balance 11/30/2023
Fund 101	GENERAL FUND				
001.000	CASH - CHECKING	1,815,607.84	79,910.68	629,906.52	1,265,612.00
001.005	CASH - CHECKING - FIRE INSURANCE	21,835.71	72.07	0.00	21,907.78
017.000	INVESTMENTS - MI CLASS	3,654,379.40	16,688.07	0.00	3,671,067.47
	GENERAL FUND	5,491,822.95	96,670.82	629,906.52	4,958,587.25
Fund 202	MAJOR STREET FUND				
001.000	CASH - CHECKING	785,172.45	258,620.00	554,530.92	489,261.53
Fund 203	LOCAL STREET FUND				
001.000	CASH - CHECKING	22,603.60	22,687.66	27,407.65	17,883.61
Fund 209	CEMETERY FUND				
001.000	CASH - CHECKING	537.61	5,898.92	6,436.53	0.00
017.000	INVESTMENTS - MI CLASS	530,434.12	2,422.29	0.00	532,856.41
	CEMETERY FUND	530,971.73	8,321.21	6,436.53	532,856.41
Fund 248	DOWNTOWN DEVELOPMENT AUTHORITY				
001.000	CASH - CHECKING	38,851.61	1,360.71	1,425.02	38,787.30
Fund 271	LIBRARY FUND				
001.000	CASH - CHECKING	176,645.41	1,573.37	37,449.11	140,769.67
017.271	INVESTMENTS - MI CLASS - ANNUAL	145,649.12	665.10	0.00	146,314.22
017.272	INVESTMENTS - MI CLASS - BUILDING	41,312.43	188.69	0.00	41,501.12
	LIBRARY FUND	363,606.96	2,427.16	37,449.11	328,585.01
Fund 273	NEIGHBORHOOD ENHANCEMENT PROGRAM				
001.000	CASH - CHECKING	21,504.00	14,361.00	35,865.00	0.00
Fund 352	2015 STREET BOND DEBT SERVICE FUND				
001.000	CASH - CHECKING	318,133.31	1,524.74	0.00	319,658.05
Fund 353	MEMORIAL BUILDING DEBT SERVICE FUND				
001.000	CASH - CHECKING	3,875.67	12.78	0.00	3,888.45
Fund 590	SEWER FUND				
001.000	CASH - CHECKING	208,943.86	205,348.02	156,335.64	257,956.24
006.018	SEWER REDEMPTION (1,2,3,4)	129,115.04	277.28	46,670.00	82,722.32
006.019	SEWER RESERVE (1,2,3,4)	251,110.68	828.87	0.00	251,939.55
017.000	INVESTMENTS - MI CLASS	530,763.33	2,423.79	0.00	533,187.12
	SEWER FUND	1,119,932.91	208,877.96	203,005.64	1,125,805.23
Fund 591	WATER FUND				
001.000	CASH - CHECKING	712,945.61	223,172.43	225,989.86	710,128.18
001.011	WATER SUPPLY SYSTEM CONSTRUCTION	272.46	1,044,002.01	1,044,041.71	232.76
006.015	WATER REDEMPTION (1,2,3,4)	215,133.26	574.92	42,380.00	173,328.18
006.016	WATER RESERVE (1,2,3,4)	326,885.03	1,078.96	0.00	327,963.99
017.000	INVESTMENTS - MI CLASS	502,662.87	2,295.46	0.00	504,958.33
	WATER FUND	1,757,899.23	1,271,123.78	1,312,411.57	1,716,611.44
Fund 593	CIVIC CENTER				
001.000	CASH - CHECKING	190,965.54	20,288.87	25,828.10	185,426.31
Fund 661	EQUIPMENT FUND				
001.000	CASH - CHECKING	141,789.24	23,999.01	59,876.60	105,911.65
017.000	INVESTMENTS - MI CLASS	1,060,791.61	4,844.21	0.00	1,065,635.82

CASH SUMMARY BY ACCOUNT FOR CITY OF IRONWOOD  
FROM 11/01/2023 TO 11/30/2023  
FUND: ALL FUNDS  
CASH AND INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 11/01/2023	Total Debits	Total Credits	Ending Balance 11/30/2023
	EQUIPMENT FUND	1,202,580.85	28,843.22	59,876.60	1,171,547.47
Fund 703 001.000	CURRENT TAX COLLECTION FUND CASH - CHECKING	36,746.50	16,894.37	16,274.54	37,366.33
Fund 732 001.000	POLICE & FIREMEN'S RETIREMENT CASH - CHECKING	657,420.85	4,498.50	38,419.02	623,500.33
Fund 736 001.000	PUBLIC EMPLOYEE HEALTH CARE FUND CASH - CHECKING	25,897.72	2,211.58	15,077.71	13,031.59
	TOTAL - ALL FUNDS	12,567,985.88	1,958,724.36	2,963,913.93	11,562,796.31

Check Date	Check	Vendor Name	Description	Amount
Bank RIVER RIVER VALL				
11/03/2023	147901	44 NORTH	HRA,FSA&COBRA BUNDLED FEES-OCT	920.00
11/03/2023	147902	A-1 DRAIN CLEANING	CLEAN OUT SEWER-CURRY PARK	175.00
11/03/2023	147903	AIRGAS USA, LLC	CYLINDER RENTAL - DPW	53.38
11/03/2023	147904	AMAZON CAPITAL SERVICES	4-SKATING TRAINER-CIVIC CTR CONCESSION SUPPLIES-CIVIC CTR 9 - PAIRS OF SKATES-CIVIC CTR CONCESSION SUPPLIES-CIVIC CTR CONCESSION SUPPLIES-CIVIC CTR TOOLS AND SUPPLIES-DPW OFFICE SUPPLIES&FLOW FLAGS	119.96 85.98 862.84 97.26 282.68 148.11 148.87
				<u>1,745.70</u>
11/03/2023	147905	AMAZON CAPITAL SERVICES	HIAWATHA BULBS&FILTERS-NORRIE PARK	407.58
11/03/2023	147906	ANGELO LUPPINO INC	1.13 TONS HOT MIX @\$75 TN SCISSOR LIFT RENTAL-FAN ISSUE-CIVIC CTR	89.41 480.00
				<u>569.41</u>
11/03/2023	147907	ANGELO LUPPINO INC	3/4-216 E COOLDGE AVE-GRANT-FINAL	18,946.00
11/03/2023	147908	ARAMARK	FLOOR MATS - MEM BLDG	131.38
11/03/2023	147909	ASPIRUS MEDICAL GROUP, INC	PHYSICALS FIRE FIGHTER&L STENROOS	981.00
11/03/2023	147910	AUTO VALUE IRONWOOD	HOSE REEL - DPW BATTERY & 2 CORE RETURNS	174.99 493.98
				<u>668.97</u>
11/03/2023	147911	AUTOMATED COMFORT CONTROLS, INC	BOILER&INSTALL-MEM BLDG 20%	45,967.60
11/03/2023	147912	AVAYA COMMUNICATION-CIT	PHONE SYSTEM-MEM BLDG	252.00
11/03/2023	147913	AXON ENTERPRISE, INC	TASER 7 & CERTIFICATION YR4-PSD	4,991.95
11/03/2023	147914	BAKER & TAYLOR BOOKS INC	BOOKS LIBRARY BOOKS LIBRARY	309.96 227.05
				<u>537.01</u>
11/03/2023	147915	BBC HISTORY MAGAZINE	RENEWAL OF SUBSCRIPTION-LIBRARY	79.97
11/03/2023	147916	BLUE CARE NETWORK OF MICHIGAN	HOSPITALIZATION - NOV	20,295.20
11/03/2023	147917	BREATHING AIR SYSTEMS	ANNUAL PREVENTATIVE MAINT-PSD	711.14
11/03/2023	147918	BROADWAY AUTOMOTIVE	OIL CHG-'20 DURANGO #3-PSD	60.00
11/03/2023	147919	BS&A SOFTWARE, INC.	BUS LIC PROGRAM ANNUAL SUPPORT	1,787.00
11/03/2023	147920	CENGAGE LEARNING, INC/GALE	BOOKS LIBRARY BOOKS LIBRARY BOOKS LIBRARY	47.98 25.60 20.79
				<u>94.37</u>
11/03/2023	147921	CHARTER COMMUNICATIONS	E4972 JACKSON RD-CIVIC CTR	518.52
11/03/2023	147922	CHARTER COMMUNICATIONS	PHONE, INTERNET & TV - PSD	642.50
11/03/2023	147923	CHARTER COMMUNICATIONS	INTERNET - CURRY PARK	72.98
11/03/2023	147924	CHARTER COMMUNICATIONS	PHONE SERVICE-LIBRARY	59.97
11/03/2023	147925	CHARTER COMMUNICATIONS	INTERNET & TV-WTR OFFICE	122.97
11/03/2023	147926	CHIEF OIL CO	HEATING FUEL - CEMETERY	596.70
11/03/2023	147927	COLEMAN ENGINEERING CO	LEAD SERVICE LINE PRJ SEP 10-30, 23	2,825.75
11/03/2023	147928	COLEMAN ENGINEERING CO	VAN B. MDOT SMALL URBAN CIR PRJ	1,143.00
11/03/2023	147929	COLEMAN ENGINEERING CO	LEAD SERVICE LINE PRJ OCT 1-7, 2023	4,750.00
11/03/2023	147930	COLLIGO GIS, INC	2024 GIS SUBSCRIPTION	3,000.00

CHECK REGISTER FOR CITY OF IRONWOOD  
CHECK DATE FROM 11/01/2023 - 11/30/2023

Check Date	Check	Vendor Name	Description	Amount
11/03/2023	147931	COMPASS MINERALS AMERICA, INC	SALT 481.8 TONS @ \$96.93 PER TON	46,700.87
11/03/2023	147932	COMPUTER DOCTORS	COMPUTER SERVICES	27.50
			GIS - SEWER ISSUE	110.00
			SETUP NEW SEXTON EMAIL	82.50
			ISSUE WITH MT.ZION CAMERAS	357.50
			COMPUTER SERVICE-COMM DEV	137.50
			REMOTE CONNECT ISSUE-CLERK	27.50
			MT.ZION SEC CAMERA ISSUE	55.00
			UB SENSUS SUPPORT	567.35
			SHARING EXCEL DOC FOR P.O.	27.50
			MONTHLY OFFICE 365 SUBSCRIPTION	1,831.00
			MONTHLY BACKUP	3,022.00
				<u>6,245.35</u>
11/03/2023	147933	COORDINATED BUSINESS SYSTEMS, LTD	TONER CONTRACT MSC303W-COMM DEV	122.19
11/03/2023	147934	COORDINATED BUSINESS SYSTEMS, LTD	TONER CONTRACT MX3051	317.40
11/03/2023	147935	CORE & MAIN LP	WATER SUPPLIES	3,634.63
11/03/2023	147936	DEAN LAW OFFICE, P.C.	LEGAL SERVICES - SEPT	460.00
11/03/2023	147937	DECKER AGENCY	LIFE INS- FIRE FIGHTERS	999.00
11/03/2023	147938	DELTA DENTAL OF MICHIGAN	DENTAL - NOV	1,662.54
11/03/2023	147939	DENNIS HEWITT	MILEAGE - OCTOBER	100.87
11/03/2023	147940	ELECTION SOURCE	TABULATOR CODING PER PERCINCT	1,050.00
11/03/2023	147941	ENERGENECS, INC	RELAYS OLD COUNTY RD-LIFT STATION	252.65
11/03/2023	147942	FIRST ADVANTAGE OCC. HEALTH SERVICE	DRUG & ALCOHOL TESTING NEW EES	131.92
11/03/2023	147943	FORSLUND BLDG SUPPLY INC	SEALING TAPE-CIVIC CTR	8.79
			SUPPLIES - CIVIC CTR	4.99
				<u>13.78</u>
11/03/2023	147944	FORSLUND BLDG SUPPLY INC	JOINT TAPE - CIVIC CTR	6.99
11/03/2023	147945	GALLS, LLC	UNIFORM - PSD	123.17
11/03/2023	147946	GILLUND ENT./JB DIST. CO. INC.	RAD STOP LEAK,DEGREASER&LUBRICANT-DPW	1,178.50
11/03/2023	147947	GOGEBIC COUNTY ROAD COMMISSION	HMA PATCHES-CULVERT&SURFACE MAINT	170,857.39
11/03/2023	147948	GOGEBIC RANGE SOLID WASTE	157 E MICHIGAN AVE-BLIGHT CLEANUP	142.90
			157 E MICHIGAN AVE-BLIGHT CLEANUP	66.10
				<u>209.00</u>
11/03/2023	147949	H & L MESABI CO	GRADER, PLOW, WING-BLADES	13,315.00
11/03/2023	147950	HAANPAA, BRIAN	UB refund for account: FRAE-000151-0000-	643.17
11/03/2023	147951	HAGELIN, TIMOTHY	UB refund for account: GOGE-000209-0000-	353.16
11/03/2023	147952	HARJU PORTA POTTIES, LLC	PORTAPOTTY-MULTI-LOCATIONS	250.00
			PORTAPOTTY-MULTI-LOCATIONS	215.00
			PORTAPOTTIES-SWR ISSUE-CURRY PARK	200.00
			PORTAPOTTY-MULTI-LOCATIONS	310.00
				<u>975.00</u>
11/03/2023	147953	HAWKINS, INC	CYLINDER DEMURRAGE CHARGES-PUMP STN	140.00
11/03/2023	147954	HEATHER LAUZON	GARAGE DEMO INCENTIVE PROGRAM	800.00
11/03/2023	147955	HGTV MAGAZINE	SUBSCRIPTION-LIBRARY	29.97
11/03/2023	147956	IRON COUNTY MINER	1000 SKATING PASSES - CIVIC CTR	92.00
11/03/2023	147957	IRONWOOD THEATRE, INC	1ST FRIDAY BAND RENTAL DUE TO RAIN	200.00
11/03/2023	147958	IRONWOOD TOWNSHIP	4972 E JACKSON RD-CIVIC CTR	197.27
11/03/2023	147959	IRONWOOD WATER & SEWER UTIL	LOWN-118-01 - DEPOT	208.14
			MARS-SD-01	13.33
			MARS-SEW-01	21.67



Check Date	Check	Vendor Name	Description	Amount
11/03/2023	147982	PAT'S FOODS	PUMP HOUSE SUPPLIES	50.20
			TAPE - CEMETERY	33.97
			CURRY PARK SUPPLIES	12.58
			WATER SUPPLIES	30.57
			HARDWARE - #79	3.59
			HARDWARE PUMP STN	69.98
				<u>200.89</u>
11/03/2023	147983	PAUL & DAWN GERVAIS	DEMO GARAGE&HOUSE-503 E TAMARACK	3,800.00
11/03/2023	147984	PAULSEN, MARILYN	UB refund for account: FLOR-000914-0000-	247.74
11/03/2023	147985	PERSONNEL CONCEPTS	MI & FED COMPLIANCE HR POSTERS	1,186.22
11/03/2023	147986	PETROCHOICE MIDWEST DIVISION -	MOBIL DTE 10 EXCEL-HYDRAULIC FLUID	202.58
11/03/2023	147987	PK CONTRACTING, INC	PAVEMENT MARKINGS-PAY APPL #1	18,128.68
11/03/2023	147988	POMASL FIRE EQUIPMENT	PREVENTATIVE MAINT-FIRETRUCK	2,745.15
11/03/2023	147989	QUILL CORP	OFFICE SUPPLIES - PSD	158.95
11/03/2023	147990	QUILL CORP	CUSTODIAL & SUPPLIES-LIBRARY	307.30
11/03/2023	147991	REFORM ENTERPRISES, LLC	TROUBLESHOOT CAMPSITE-CURRY PARK	260.00
11/03/2023	147992	REPUBLIC SERVICES #645	DUMPSTER CHGS-E4972 JACKSON RD-CIVIC CTR	222.86
11/03/2023	147993	REPUBLIC SERVICES #645	QTRLY DUMPSTER CHGS-123 W MCLEOD-PSD	575.57
11/03/2023	147994	RINK-TEC	COMPRESSOR MAINT - CIVIC CTR	1,782.00
11/03/2023	147995	ROCCO MEDICAL CLINIC	CDL PHYSICAL-SC	200.00
11/03/2023	147996	RUOTSALA CONSTRUCTION INC	4 FIRE HYDRANTS HEMLOCK ST PRJ	28,000.00
11/03/2023	147997	SAARI'S LAWN SERVICE & PLOWING	LAWN SERVICE - LIBRARY	60.00
			LAWN SERVICE - LIBRARY	60.00
				<u>120.00</u>
11/03/2023	147998	SALEM LUTHERN CHURCH	REFUND DEPOT DEPOSIT-08.09.23	75.00
11/03/2023	147999	STATE OF MICHIGAN	ANNUAL PUBLIC DRINKING WATER FEE	3,842.88
11/03/2023	148000	STATE OF MICHIGAN - MDOT	N HEMLOCK ST FULL RECONSTRUCTION	304,831.50
11/03/2023	148001	STEIGER'S HOME CENTER	BATTERIES&BULBS & HEATER-LIBRARY	108.95
			HEATER - LIBRARY	89.99
			ICE MELT - LIBRARY	22.97
			CREDIT MEMO-LIBRARY	(2.99)
				<u>218.92</u>
11/03/2023	148002	STEVE LAHTI	STORAGE UMBRELLAS @100 W AURORA	455.00
11/03/2023	148003	SUPERIORLAND ELECTRONICS, INC	ANNUAL FIRE ALARM SYSTEM FEES	410.00
11/03/2023	148004	SUPERIORLAND LIBRARY	NETGEAR SWITCH - LIBRARY	1,116.65
11/03/2023	148005	THE NEW YORK TIMES	BOOK REVIEW -#910686856-LIBRARY	22.00
11/03/2023	148006	THE WAKEFIELD NEWS	SUBSCRIPTION-LIBRARY	50.00
11/03/2023	148007	TRUCK COUNTRY OF WISC	RADIATOR #69 - DPW	831.64
			RADIATOR & CABLE #69 - DPW	716.21
			CREDIT RADIATOR #69 - DPW	(831.64)
				<u>716.21</u>
11/03/2023	148008	U P REGION OF LIBRARY	UPRLC AUTO LIBR OPR FEE-LIBRRY	1,196.09
			ANNUAL MAINT COLLECTION -LIBRARY	229.57
			ANNUAL MAINT RENEWAL UNBOUND-LIBRARY	237.55
				<u>1,663.21</u>
11/03/2023	148009	U.S. BANK EQUIPMENT FINANCE	COPIER LEASE MX3051 - PSD	135.88
11/03/2023	148010	U.S. BANK EQUIPMENT FINANCE	COPIER LEASE MX5071-CLERK'S OFFICE	281.02
11/03/2023	148011	U.S. BANK EQUIPMENT FINANCE	COPIER LEASE MX3070NU-LIBRARY	102.67
11/03/2023	148012	VANCE, JONATHON	UB refund for account: DOUG-000323-0000-	268.59
11/03/2023	148013	VERIZON WIRELESS	CELL PHONE BILL	716.43



Check Date	Check	Vendor Name	Description	Amount
11/03/2023	148014	WHITE WATER ASSOCIATES, INC	WATER SAMPLE TESTING	80.00
11/03/2023	148015	XCEL ENERGY	219 E FREDERICK PUMP STN & 3 WELLS 5788 OLD COUNTY RD 111Z NORRIE PARK RD UNIT PARK 110 N LOWELL ST PAVILLON DWNTWN STREET LIGHTS 105 W AURORA ST-CITY SQUARE 205 W AURORA ST-WELLS FARGO BLDG 1 SUFFOLK DWNTWN STREET LIGHTS	60.31 4,633.99 35.87 17.95 292.13 167.89 190.75 353.09 64.70 <u>5,816.68</u>
11/03/2023	148016	XCEL ENERGY	GROUP POWER BILL	6,047.81
11/03/2023	148017	YOUNGS MECHANICAL, LLC	WATERLINE HOOK-UP 206 E RIDGE ST	207.00
11/03/2023	148018	YOURMEMBERSHIP.COM, INC	DPW SUPERVISOR JOB POSTING-MML	150.00
11/03/2023	148019	ZIFKO'S TIRE & BATTERY SUPPLY	TIRES #13 - DPW 4-WINTER TIRES-PSD	752.00 <u>544.00</u> 1,296.00
11/06/2023	148020	POSTMASTER - IRONWOOD	POSTAGE - UB CYCLE E - SEWER PORTION POSTAGE - UB CYCLE E - WATER PORTION	99.20 99.19 <u>198.39</u>
11/08/2023	148021	SALAZAR, JOHN	UB refund for account: HURO-000634-0000-	484.56
11/13/2023	148022	POSTMASTER - IRONWOOD	POSTAGE POSTAGE	131.50 131.50 <u>263.00</u>
11/14/2023	148023	DEMASI, LOUISE	UB refund for account: SILV-000400-0000-	167.90
11/14/2023	148024	ELAN FINANCIAL SERVICES	CREDIT CARD PAYMENT	7,923.12
11/14/2023	148025	HINSON, THOMAS & MANDI	UB refund for account: ASHW-000201-0000-	320.35
11/14/2023	148026	MCQUIGGAN, BERNARD	UB refund for account: PINW-000108-0000-	0.00 V
11/15/2023	148027	POSTMASTER - IRONWOOD	POSTAGE POSTAGE	125.72 125.71 <u>251.43</u>
11/17/2023	148028	ABELMAN CLOTHING & FOOTWEAR	MUCK & BOG BOOTS-SEWER	247.50
11/17/2023	148029	AIRGAS USA, LLC	CYLINDER RENTAL - DPW	54.40
11/17/2023	148030	AMAZON CAPITAL SERVICES	BRACKETS FOR HALLWAY SIGNS-MEM BLDG CONCESSION SUPPLIES - CIVIC CTR CONCESSION SUPPLIES - CIVIC CTR CONCESSION SUPPLIES - CIVIC CTR CONCESSION SUPPLIES - CIVIC CTR EPSON RECEIPT MACHINE FRONT DESK RECEIPT PAPER & OFFICE SUPPLIES OFFICE SUPPLIES 10 - STEEL WORM CLAMPS - DPW BATTERIES - PSD BATTERIES - PSD	148.20 152.40 22.17 136.92 68.97 750.00 46.57 199.24 577.08 24.33 36.98 <u>2,162.86</u>
11/17/2023	148031	ANGELO LUPPINO INC	SIDEWALK, CURB & GUTTER	40,214.18
11/17/2023	148032	ANGELO LUPPINO INC	3/4- 814 N HEMLOCK ST-GRANT-FINAL	16,919.00

Check Date	Check	Vendor Name	Description	Amount
11/17/2023	148033	ASPIRUS MEDICAL GROUP, INC	CDL & EMP PHYSICALS	528.00
11/17/2023	148034	AUTO VALUE IRONWOOD	SUPPLIES - DPW	68.86
11/17/2023	148035	BAKER & TAYLOR BOOKS INC	BOOKS LIBRARY	396.43
11/17/2023	148036	BIG VALLEY FORD, INC	WASHER NOZZLE & MOTOR #13	95.27
11/17/2023	148037	BLUE CROSS,BLUE SHIELD OF MI	HOSPITALIZATION - DEC	8,326.20
11/17/2023	148038	BLUE CROSS,BLUE SHIELD OF MI	HOSPITALIZATION - DEC	5,936.20
11/17/2023	148039	BLUE CROSS,BLUE SHIELD OF MI	HOSPITALIZATION - DEC	8,453.29
11/17/2023	148040	CENGAGE LEARNING, INC/GALE	BOOKS LIBRARY	26.39
			BOOKS LIBRARY	29.59
			BOOKS LIBRARY	30.39
			BOOKS LIBRARY	86.37
				<hr/>
				172.74
11/17/2023	148041	CHARTER COMMUNICATIONS	INTERNET,TV & PHONE-CIVIC CTR	524.71
11/17/2023	148042	CHARTER COMMUNICATIONS	INTERNET & PHONE DPW	231.36
11/17/2023	148043	CHARTER COMMUNICATIONS	INTERNET&PHONE-E4932 SPRING CREEK RD	308.51
11/17/2023	148044	CHIEF OIL CO	STEAM CLEANER FUEL - DPW	516.19
11/17/2023	148045	COLLABORATIVE SUMMER LIBRARY PRGM	SUMMER PROGRAM SUPPLIES-LIBRARY	35.99
11/17/2023	148046	COMPUTER DOCTORS	BATTERY BACKUP-PUMP STN	129.00
			LAPTOP ISSUE P.A.	137.50
			MONTHLY BACKUP	3,022.00
			OFFICE 365 MONTHLY SUBSCRIPTION	1,831.00
				<hr/>
				5,119.50
11/17/2023	148047	COORDINATED BUSINESS SYSTEMS, LTD	TONER CONTRACT MX5071	392.74
			TONER CONTRACT MXM364N	515.08
				<hr/>
				907.82
11/17/2023	148048	CORE & MAIN LP	BRASS REDUCER - WATER DEPT	51.07
11/17/2023	148049	DAILY GLOBE	PUBLIC NOTICES - OCT	1,198.75
			ORD #543 MARIHUANA PUBLIC NOTICE	89.65
				<hr/>
				1,288.40
11/17/2023	148050	DAILY GLOBE	ADV - SKATING - CIVIC CTR	126.00
11/17/2023	148051	DEAN LAW OFFICE, P.C.	LEGAL SERVICES - OCT	1,138.50
11/17/2023	148052	DRIER'S MACHINE SHOP INC	REPACK&SEAL MAIN LIFT CYLINDER #77	105.00
11/17/2023	148053	ENERGENECS, INC	1HR ADD SERV AGREEMENT-OLD CO LIFT STN	135.00
11/17/2023	148054	FORSLUND BLDG SUPPLY INC	SCREWS & BOLTS - CIVIC CTR	19.62
			SCREWS & BOLTS - CIVIC CTR	7.90
			100-11" CABLE TIES - CIVIC CTR	9.79
				<hr/>
				37.31
11/17/2023	148055	FORSLUND BLDG SUPPLY INC	SHOVELS & RAKES	234.40
11/17/2023	148056	FRANKLIN SALES & SERVICE	MAINT SUPPLIES - DPW	21.00
11/17/2023	148057	G.T.C. AUTO PARTS INC	WHEEL BEARING #15	173.19
			GOVERNOR #50	18.38
			6 AIR BRAKE FITTINGS	38.28
			COUPLINGS & RETURNS	0.44
			WORK LIGHTS- 75,77,79	361.65
			AIR FILTERS #74	244.90
			BULBS	104.94
			FUNNEL KIT	49.92
			MILWAUKEE GREASE GUN	409.00

Check Date	Check	Vendor Name	Description	Amount
			SOCKET	18.79
			TORCH SET	616.79
			AIR FILTERS #80	107.31
				<u>2,143.59</u>
11/17/2023	148058	GOGEBIC RANGE SOLID WASTE	WASTE DISPOSAL-DPW CLEAN UP	67.30
			WASTE DISPOSAL-DPW CLEAN UP	66.10
			ROADSIDE DUMPING-RECLINER BONNIE ST	11.50
				<u>144.90</u>
11/17/2023	148059	GOGEBIC-IRON WASTEWATER AUTH	WASTEWATER TREATMENT-NOV	92,022.16
11/17/2023	148060	GTE CONSTRUCTION TECH. CO.	BATHROOM ELECTRICAL-DPW	225.00
11/17/2023	148061	HARJU PORTA POTTIES, LLC	COMPOST SITE PORTAPOTTY	60.00
11/17/2023	148062	HAWKINS, INC	CHLORINE & LPC-AM-PUMP STN	8,229.94
11/17/2023	148063	IRON COUNTY MINER	200-WINTER WARNING TICKETS-PSD	65.30
11/17/2023	148064	IRONWOOD P.S.D. PETTY CASH	REPLENISH PETTY CASH-PSD	149.06
11/17/2023	148065	IRONWOOD WATER & SEWER UTIL	MCLW-123-01	1,097.45
			MARS-213-01	738.19
			CLEM-205-01	142.55
				<u>1,978.19</u>
11/17/2023	148066	IRONWOOD-HURLEY ROTARY CLUB	DUES JULY-SEPT & MEALS	122.00
11/17/2023	148067	JFTCO, INC	SERVICE MAINT GENERATOR-BIG SPRINGS	2,114.00
11/17/2023	148068	JFTCO, INC	SERVICE MAINT GENERATOR-PUMP STN	1,164.00
11/17/2023	148069	KWIK TRIP INC	GAS USAGE-DPW ACCT #00530823	1,076.73
			GAS USAGE-PSD ACCT#00509454	1,278.61
				<u>2,355.34</u>
11/17/2023	148070	LAHTI TOWING & SALES, INC	603 CHERRY PLACE BLIGHT	400.00
			603 CHERRY PLACE BLIGHT	150.00
			603 CHERRY PLACE BLIGHT	125.00
			603 CHERRY PLACE BLIGHT	500.00
				<u>1,175.00</u>
11/17/2023	148071	LAKELAND LAWN & EQUIPMENT INC	HOSE & ADAPTER - CEMETERY	0.00 V
			CREDIT FOR TAX	0.00 V
				<u>0.00</u>
11/17/2023	148072	LAKES DISTRIBUTING INC	CONCESSION SUPPLIES - CIVIC CTR	92.00
11/17/2023	148073	LAKES DISTRIBUTING INC	CUSTODIAL SUPPLIES - DPW	868.85
11/17/2023	148074	LAWSON PRODUCTS INC	32" CABLE TIES-XMAS DECOR	400.90
11/17/2023	148075	LEAGUE OF WIS. MUNICIPALITIES	WEB ADV-DPW SUPERVISOR	150.00
11/17/2023	148076	MICHELLE MARIE RIGONI-SIVULA	CUSTODIAL SERVICE- MEM BLDG	204.00
			CUSTODIAL SERVICE- MEM BLDG	187.00
			CUSTODIAL SERVICE- MEM BLDG	204.00
			CUSTODIAL SERVICE- MEM BLDG	199.75
				<u>794.75</u>
11/17/2023	148077	MICHIGAN MUNICIPAL LEAGUE	14-@90 CDL CONSORTIUM DRIVERS FEE	1,260.00
11/17/2023	148078	MILLER-BRADFORD & RISBERG, INC	WIPER BLADES - DPW	348.75
11/17/2023	148079	NATIONAL INDUSTRIAL & SAFETY SUPPLY	8-HEADLAMPS - WATER & SEWER	239.20
11/17/2023	148080	NEIL CORCORAN	PIL INSURANCE - NOV	446.00

Check Date	Check	Vendor Name	Description	Amount
11/17/2023	148081	NORTH STAR BEVERAGE CO INC	CONCESSION SUPPLIES - CIVIC CTR	755.00
			CONCESSION SUPPLIES - CIVIC CTR	365.80
			CONCESSION SUPPLIES - CIVIC CTR	300.40
				<u>1,421.20</u>
11/17/2023	148082	OREILLY AUTO PARTS	MAINT PARTS #15 - DPW	91.86
			MAINT PARTS & SUPPLIES #13	145.11
			TRAILER BALL MOUNT TOWING KIT#13	38.99
			HIGH TEMP GREASE - DPW	133.80
			HIGH TEMP GREASE&WIPER FLUID-DPW	175.97
			AIR FILTERS #73	156.13
			COOLANT FILTER #77	16.65
			6-GREASE GUN COUPLER - DPW	57.00
			BATTERY - #32	152.91
			LIGHTS #27 - DPW	13.58
			GEAR OIL & ANTENNA #77-DPW	67.96
			FLOOR DRY - DPW	143.88
			STARTER & MAINT PARTS #27	194.87
			BATTERY #27	147.03
			MAINT PARTS #27	26.31
				<u>1,562.05</u>
11/17/2023	148083	PK CONTRACTING, INC	STREET MARKING-FINAL	29,372.82
11/17/2023	148084	PRINTING SYSTEMS, INC	30,000 UB BILLS	1,015.92
			5,000 UB SHUT OFF/LATE NOTICES	294.73
				<u>1,310.65</u>
11/17/2023	148085	R.E.D. RICHARDS CONST., INC.	METER READING - OCT	2,724.98
11/17/2023	148086	RANGE CORP	MISS DIG	251.00
11/17/2023	148087	RAPID GRAFIKS AND SIGNS	BANNERS & WINDOW CLING DECALS-CC	479.00
			BANNERS & WINDOW CLING DECALS-CC	284.00
				<u>763.00</u>
11/17/2023	148088	REPUBLIC SERVICES #645	DUMPSTER-N11452 PUMP STN	37.32
			DUMPSTER-213 S MARQUETTE ST	167.95
			DUMPSTER-205 CLEMENS ST	211.50
				<u>416.77</u>
11/17/2023	148089	REPUBLIC SERVICES #645	DUMPSTER CHGS-E4972 JACKSON RD-C.C.	117.35
11/17/2023	148090	REPUBLIC SERVICES #645	RECYCLING & GARBAGE-RESIDENTIAL	32,695.88
11/17/2023	148091	REPUBLIC SERVICES #645	GARBAGE&RECYCLING - LIBRARY	32.35
11/17/2023	148092	RICK'S AUTO	PLOW KIT & CABLES #122	396.04
			PLOW HEADLIGHT KIT #132	156.84
			PLOW,WIRING,CONTROLLER&LIGHTS#29	1,988.84
				<u>2,541.72</u>
11/17/2023	148093	RUOTSALA CONSTRUCTION INC	#2 LOWELL SIDEWALK-THEATRE-FINAL	35,357.75
11/17/2023	148094	SAARI'S LAWN SERVICE & PLOWING	LAWN SERVICE - LIBRARY	60.00
			LAWN SERVICE - LIBRARY	60.00
			LAWN FALL CLEAN UP - LIBRARY	300.00
			SHOVELING - LIBRARY	45.00
				<u>45.00</u>

CHECK REGISTER FOR CITY OF IRONWOOD  
CHECK DATE FROM 11/01/2023 - 11/30/2023

Check Date	Check	Vendor Name	Description	Amount
				465.00
11/17/2023	148095	SHARE CORP	TREE ROOT KILLER -PARKS&BELLE TRAIL	1,810.29
11/17/2023	148096	SOUTH SHORE	269.70 GALS HEATING FUEL-PUMP HOUSE	1,118.99
11/17/2023	148097	STATE OF MICHIGAN	CURRY PARK SITES 2024 LICENSE	146.00
11/17/2023	148098	STATE OF MICHIGAN	NORRIE PARK 2024 ANNUAL FEE	171.92
11/17/2023	148099	SUPERIORLAND LIBRARY	KANOPY VIDEOS - LIBRARY	89.95
11/17/2023	148100	SYSCO BARABOO, LLC	CONCESSION SUPPLIES-CC ACCT#842441	1,057.29
11/17/2023	148101	TRUCK COUNTRY OF WISC	3 BATTERIES & CORE CHGS-DPW	314.70
			CREDIT 3 CORE CHGS BATTERIES-DPW	(97.20)
				217.50
11/17/2023	148102	U.S. BANK EQUIPMENT FINANCE	MX3051 COPIER LEASE - PSD	147.63
11/17/2023	148103	USABLUEBOOK	3 - CHLORINE TESTS-PUMP STN	216.26
11/17/2023	148104	WEX BANK	GAS USAGE	2,744.73
11/17/2023	148105	WHITE WATER ASSOCIATES, INC	WATER SAMPLE TESTING	80.00
			WATER SAMPLE TESTING	18.00
				98.00
11/17/2023	148106	WILDERNESS CONTRACTING LLC	SKILLS PARK - MMHP BIKE TRAIL	1,000.00
11/17/2023	148107	XCEL ENERGY	STREET LIGHTS	6,734.17
			GROUP WATER POWER	959.75
				7,693.92
11/17/2023	148108	XCEL ENERGY	GROUP POWER BILL	5,950.11
11/17/2023	148109	XCEL ENERGY	4972 JACKSON RD-CIVIC CTR	3,397.82
11/17/2023	148110	ZIFKO'S TIRE & BATTERY SUPPLY	4 TIRES #14 - DPW	682.20
11/21/2023	148111	POSTMASTER - IRONWOOD	POSTAGE - UB CYCLE C - SEWER PORTION	127.67
			POSTAGE - UB CYCLE C - WATER PORTION	127.66
				255.33
11/22/2023	148112	BAKER & TAYLOR BOOKS INC	BOOKS LIBRARY	663.90
			BOOKS LIBRARY	126.76
				790.66
11/22/2023	148113	BAKER & TAYLOR BOOKS INC	AUDIO VISUAL - LIBRARY	32.10
11/22/2023	148114	BLUE CARE NETWORK OF MICHIGAN	HOSPITALIZATION - DEC	20,295.20
11/22/2023	148115	CENGAGE LEARNING, INC/GALE	BOOKS LIBRARY	16.79
			BOOKS LIBRARY	162.34
				179.13
11/22/2023	148116	CHARTER COMMUNICATIONS	200 PENOKEE RD OFFICE	131.92
11/22/2023	148117	COLD SPRINGS LAND	UB refund for account: CLOE-000652-0000-	355.46
11/22/2023	148118	IRONWOOD WATER & SEWER UTIL	AURE-235-01 - LIBRARY	84.80
			MARS-CEM-01	23.75
			MARS-SEW-01	21.67
			MARS-SD-01	13.33
			MARS-PRKS-01	30.00
				173.55
11/22/2023	148119	LYONS, SARAH	UB refund for account: FRAW-000426-0000-	402.93
11/22/2023	148120	MEWBORN, KAREN	UB refund for account: PINW-000108-0000-	193.01

Check Date	Check	Vendor Name	Description	Amount
11/22/2023	148121	MICHIGAN MUNICIPAL LEAGUE	ELECTED OFFICIALS TRAINING-KORPI	95.00
11/22/2023	148122	NORTH COUNTRY WELDING LLC	FABRICATED BRACKETS PROTECT GAS-C.C.	900.00
11/22/2023	148123	SALO, ALEATHA	UB refund for account: LAKA-000602-0000-	500.22
11/22/2023	148124	SPECTRUM PRINTERS, INC	NOV VOTE ELEC TEST DECKS	90.00
11/22/2023	148125	THE NEW YORK TIMES	BOOK REVIEW -#910686856-LIBRARY	22.00
11/22/2023	148126	U.S. BANK EQUIPMENT FINANCE	MX3070NU COPIER LEASE - LIBRARY	102.67
11/22/2023	148127	VERIZON WIRELESS	CELL PHONE CHARGES	718.18
11/22/2023	148128	WHITE WATER ASSOCIATES, INC	WATER SAMPLE TESTING	80.00
11/22/2023	148129	XCEL ENERGY	219 E FREDERICK ST	71.73
			PUMP STN & 3 WELLS	4,876.23
			5788 OLD COUNTY RD	96.15
			111Z NORRIE PARK RD UNIT	17.95
			105 W AURORA ST-CITY SQUARE	164.51
			ELECTRIC ON - WELL FARGO	193.92
			GAS OFF FINAL-205 W AURORA WELLS FARGO	52.56
			110 N LOWELL ST - DEPOT	541.54
			DWNTWN STREET LIGHTS	191.23
				<u>6,205.82</u>
11/28/2023	148130	POSTMASTER - IRONWOOD	POSTAGE	130.70
			POSTAGE	130.69
				<u>261.39</u>

RIVER TOTALS:

(2 Checks Voided)

Total of 228 Disbursements:

1,223,097.14

Bank RVTAX RIVER TAX

11/08/2023	9881	CITY OF IRONWOOD-STREET IMPROVEMENT	TAX DISBURSEMENT OCT 19-NOV 6, 2023	473.47
11/08/2023	9882	CITY OF IRONWOOD-TAXES	TAX DISBURSEMENT OCT 19-NOV 6, 2023	7,804.05
11/08/2023	9883	GOGEBIC COUNTY TREAS -ST EDUC.	TAX DISBURSEMENT OCT 19-NOV 6, 2023	1,429.32
11/08/2023	9884	GOGEBIC COUNTY TREAS-SUMMER TX	TAX DISBURSEMENT OCT 19-NOV 6, 2023	1,582.15
11/08/2023	9885	GOGEBIC-ONT INTERMEDIATE - TAX	TAX DISBURSEMENT OCT 19-NOV 6, 2023	855.78
11/08/2023	9886	IRONWOOD AREA SCHOOLS-BOND 1	TAX DISBURSEMENT OCT 19-NOV 6, 2023	138.10
11/08/2023	9887	IRONWOOD AREA SCHOOLS-BOND 2	TAX DISBURSEMENT OCT 19-NOV 6, 2023	369.20
11/08/2023	9888	IRONWOOD AREA SCHOOLS-TAX	TAX DISBURSEMENT OCT 19-NOV 6, 2023	3,542.47

RVTAX TOTALS:

Total of 8 Disbursements:

16,194.54

Bank RVWSC WATER SUPPLY SYSTEM CONSTRUCTION

11/06/2023	500050	C.D. SMITH CONSTRUCTION, INC.	WATER TREATMENT PLANT PHASE 1 - THRU SEP	571,662.50
11/06/2023	500051	HDR MICHIGAN, INC	FILTRATION/TREATMENT AUG27-SEP30,23	28,665.17
11/21/2023	500052	C.D. SMITH CONSTRUCTION, INC.	WATER TREATMENT PLANT PHASE 1 - 10/1/23	388,432.20
11/21/2023	500053	HDR MICHIGAN, INC	FILTRATION/TREATMENT OCT1-NOV4,23	55,281.84

RVWSC TOTALS:

Check Date	Check	Vendor Name	Description	Amount
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Total of 4 Disbursements:				1,044,041.71
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REPORT TOTALS:

(2 Checks Voided)

Total of 240 Disbursements:				2,283,333.39
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Date of Issuance: 12/18/2023  
 Owner: The City of Ironwood  
 Contractor: Jake's Excavating & Landscaping, LLC  
 Engineer: Coleman Engineering Company  
 Project: Lead Service Line Replacement Project  
 Contract Name: Lead Service Line Replacement Project

Effective Date: 12/27/2023  
 Owner's Contract No.: N/A  
 Contractor's Project No.: N/A  
 Engineer's Project No.: 221079

The Contract is modified as follows upon execution of this Change Order:

Description: Additional items added to the contract for interior work performed by Contractor.

Attachments: Schedule of Pay Items

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  \$ 2,721,786.50	Original Contract Times: Substantial Completion: <u>September 1, 2025</u> Ready for Final Payment: <u>October 1, 2025</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> :  \$ 285,485.22	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order:  \$ 2,436,301.28	Contract Times prior to this Change Order: Substantial Completion: <u>September 1, 2025</u> Ready for Final Payment: <u>October 1, 2025</u> days or dates
[Increase] [ <del>Decrease</del> ] of this Change Order:  \$9,780.00	[Increase] [ <del>Decrease</del> ] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order:  \$ 2,446,081.28	Contract Times with all approved Change Orders: Substantial Completion: <u>September 1, 2025</u> Ready for Final Payment: <u>October 1, 2025</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u><i>Alle Ch</i></u>	By: _____	By: <u><i>[Signature]</i></u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title _____	Title <u><i>Owner</i></u>
Date: <u>12/18/2023</u>	Date _____	Date <u>12-18-23</u>

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_



**City of Ironwood**  
**Lead Service Line Replacement**  
**CEC Project No. 221079**

					Revised Contract thru Change Order #2		Change Order #3		Revised Contract thru Change Order #3	
Item	Description	Unit	Unit Price	Qty	Total	Qty	Total	Qty	Total	
1	Mobilization, Max. (5%)	LSUM	\$ 27,000.00	1	\$ 27,000.00		\$ -	1	\$ 27,000.00	
2	Water Service Exploration Private Side at House	EA	\$ 400.00	40	\$ 16,000.00		\$ -	40	\$ 16,000.00	
3	Water Service Exploration Public Side at Curb	EA	\$ 400.00	40	\$ 16,000.00		\$ -	40	\$ 16,000.00	
4	1-inch Corporation Stop	EA	\$ 475.00	97	\$ 45,885.00		\$ -	97	\$ 45,885.00	
5	1-inch Type K Copper Water Service Water Main to ROW (City Side)	LF	\$ 54.00	2,898	\$ 156,492.00		\$ -	2,898	\$ 156,492.00	
6	1-inch Curb Stop and Box	EA	\$ 450.00	210	\$ 94,500.00		\$ -	210	\$ 94,500.00	
7	Water Pressure Control for New Curb Box	EA	\$ 250.00	100	\$ 25,000.00		\$ -	100	\$ 25,000.00	
8	1-inch Type K Copper Water Service ROW to House (Private Side)	LF	\$ 60.85	12,600	\$ 766,710.00		\$ -	12,600	\$ 766,710.00	
9	Water Service Interior Plumbing Connection	EA	\$ 550.00	210	\$ 115,500.00		\$ -	210	\$ 115,500.00	
10	Plumbing Permit Applications and Administration	EA	\$ 500.00	210	\$ 105,000.00		\$ -	210	\$ 105,000.00	
11	Plumbing Permit Fees	EA	\$ 155.00	210	\$ 32,550.00		\$ -	210	\$ 32,550.00	
12	Insulation Board, 2-inch	SFT	\$ 1.55	11,778	\$ 18,256.64		\$ -	11,778	\$ 18,256.64	
13	Erosion Control, Silt Fence	FT	\$ 3.00	1,500	\$ 4,500.00		\$ -	1,500	\$ 4,500.00	
14	Erosion Control, Inlet Protection, Fabric Drop	EA	\$ 55.00	170	\$ 9,350.00		\$ -	170	\$ 9,350.00	
15	Special Backfill	CY	\$ 15.00	500	\$ 7,500.00		\$ -	500	\$ 7,500.00	
16	Curb and Gutter, Rem	FT	\$ 5.00	1,546	\$ 7,728.00		\$ -	1,546	\$ 7,728.00	
17	Sidewalk & Concrete Driveway, Rem	SYD	\$ 5.40	2,177	\$ 11,755.04		\$ -	2,177	\$ 11,755.04	
18	Concrete Pavement, Rem	SYD	\$ 7.00	500	\$ 3,500.00		\$ -	500	\$ 3,500.00	
19	HMA Surface, Rem	SYD	\$ 4.00	5,152	\$ 20,608.00		\$ -	5,152	\$ 20,608.00	
20	Utility Exploration	EA	\$ 250.00	30	\$ 7,500.00		\$ -	30	\$ 7,500.00	
21	Subbase, CIP	SYD	\$ 6.54	5,152	\$ 33,694.08		\$ -	5,152	\$ 33,694.08	
22	Aggregate Base, 9-inch	SYD	\$ 7.30	5,152	\$ 37,609.60		\$ -	5,152	\$ 37,609.60	
23	Aggregate Surface Course, 6-inch	SYD	\$ 5.70	1,200	\$ 6,840.00		\$ -	1,200	\$ 6,840.00	
24	Curb and Gutter, Conc	FT	\$ 57.00	1,546	\$ 88,099.20		\$ -	1,546	\$ 88,099.20	
25	Sidewalk Ramp, Conc, 4-inch	SFT	\$ 11.85	270	\$ 3,199.50		\$ -	270	\$ 3,199.50	
26	Sidewalk, Con, 4-inch	SFT	\$ 10.98	2,177	\$ 23,901.92		\$ -	2,177	\$ 23,901.92	
27	Driveway, Non-Reinf Concrete, 6-inch	SYD	\$ 85.55	435	\$ 37,246.07		\$ -	435	\$ 37,246.07	
28	Driveway, Reinf Concrete, 6-inch	SYD	\$ 86.60	435	\$ 37,703.22		\$ -	435	\$ 37,703.22	
29	HMA Pavement, MDOT 4EL	SYD	\$ 37.25	5,152	\$ 191,912.00		\$ -	5,152	\$ 191,912.00	
30	Abandon Water Service	EA	\$ 300.00	97	\$ 28,980.00		\$ -	97	\$ 28,980.00	
31	Lawn Restoration	SYD	\$ 2.00	36,750	\$ 73,500.00		\$ -	36,750	\$ 73,500.00	
32	Replace Existing Storm Sewer	LF	\$ 35.00	250	\$ 8,750.00		\$ -	250	\$ 8,750.00	
33	6-inch SDR 35 PVC Sewer Lateral	LF	\$ 40.00	4,752	\$ 190,080.00		\$ -	4,752	\$ 190,080.00	
34	Record Drawings	EA	\$ 250.00	210	\$ 52,500.00		\$ -	210	\$ 52,500.00	
35	Rock Excavation	CYD	\$ 40.00	300	\$ 12,000.00		\$ -	300	\$ 12,000.00	
36	Topsoil (4-inch thick)	SYD	\$ 2.85	36,750	\$ 104,737.50		\$ -	36,750	\$ 104,737.50	
37	Temporary Water to Commercial Establishment	EA	\$ 550.00	25	\$ 13,750.00		\$ -	25	\$ 13,750.00	
38	111 Poplar Street Interior	LSUM	\$ 95.00	1	\$ 95.00		\$ -	1	\$ 95.00	
39	330 Larch Street Interior	LSUM	\$ 61.00	1	\$ 61.00		\$ -	1	\$ 61.00	
40	105 Shamrock Street Interior	LSUM	\$ 95.00	1	\$ 95.00		\$ -	1	\$ 95.00	
41	328 E Oak Street Interior	LSUM	\$ 126.50	1	\$ 126.50		\$ -	1	\$ 126.50	
42	434 E Tamarack Street Interior	LSUM	\$ 86.00	1	\$ 86.00		\$ -	1	\$ 86.00	
43	351 E Houk Street Interior	LSUM	\$ 195.00			1	\$ 195.00	1	\$ 195.00	
44	487 Aspen Street Interior	LSUM	\$ 100.00			1	\$ 100.00	1	\$ 100.00	
45	920 E Pine Street Interior	LSUM	\$ 225.00			1	\$ 225.00	1	\$ 225.00	
46	531 E Bundy Street Interior	LSUM	\$ 105.00			1	\$ 105.00	1	\$ 105.00	
47	248 E Tamarack Street Interior	LSUM	\$ 155.00			1	\$ 155.00	1	\$ 155.00	
48	316 E Tamarack Street Interior	LSUM	\$ 155.00			1	\$ 155.00	1	\$ 155.00	
49	300 E Ayer Street Interior	LSUM	\$ 170.00			1	\$ 170.00	1	\$ 170.00	
50	1200 E Cloverland Drive Interior	LSUM	\$ 400.00			1	\$ 400.00	1	\$ 400.00	
51	1200 E Cloverland Drive - Exterior 2-inch Copper	LSUM	\$ 3,150.00			1	\$ 3,150.00	1	\$ 3,150.00	
52	302 N Lake Street Interior	LSUM	\$ 125.00			1	\$ 125.00	1	\$ 125.00	
53	Replace Existing Curb Box	EA	\$ 200.00			25	\$ 5,000.00	25	\$ 5,000.00	
					<b>\$ 2,436,301.28</b>	<b>\$ 9,780.00</b>	<b>\$ 2,446,081.28</b>			

**Contractor's Application for Payment No. 2**

Application Period: 11/4/23 - 12/2/23		Application Date: 12/27/2023
To (Owner): The City of Ironwood	From (Contractor): Jake's Excavating & Landscaping, LLC	Via (Engineer): Coleman Engineering Company
Project: Lead Service Line Replacement Project	Contract: Lead Service Line Replacement Project	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 221079

**Application For Payment  
Change Order Summary**

Approved Change Orders				
Number	Additions	Deductions		
1		\$285,948.72	1. ORIGINAL CONTRACT PRICE.....	\$ 2,721,786.50
2	\$463.50		2. Net change by Change Orders.....	\$ -280,705.22
3	\$4,780.00		3. Current Contract Price (Line 1 ± 2).....	\$ 2,441,081.28
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F total on Progress Estimates).....	\$ 184,294.86
			5. RETAINAGE:	
			a. 5% X \$184,294.86 Work Completed.....	\$ 9,214.74
			b. X Stored Material.....	\$
			c. Total Retainage (Line 5.a + Line 5.b).....	\$ 9,214.74
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 175,080.12
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 74,590.16
			8. AMOUNT DUE THIS APPLICATION.....	\$ 100,489.96
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G total on Progress Estimates + Line 5.c above).....	\$ 2,266,001.16
TOTALS	\$5,243.50	\$285,948.72		
NET CHANGE BY CHANGE ORDERS	-\$280,705.22			

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature: Jake No Date: 12-13-23

Payment of: \$ 100,489.96  
(Line 8 or other - attach explanation of the other amount)

is recommended by: [Signature] 12/18/2023  
(Engineer) (Date)

Payment of: \$ 100,489.96  
(Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_  
(Owner) (Date)

Approved by: \_\_\_\_\_  
Funding or Financing Entity (if applicable) (Date)

City of Ironwood Lead Service Line Replacement CEC Project No. 221079				Revised Contract thru Change Order 3		Qty Placed Through 12/2/2023	
Item	Description	Unit	Qty.	Unit Price	Total	Total Qty	Total Cost
1	Mobilization, Max. (5%)	LSUM	1	\$ 27,000.00	\$ 27,000.00	0	\$ -
2	Water Service Exploration Private Side at House	EA	40	\$ 400.00	\$ 16,000.00	4	\$ 1,600.00
3	Water Service Exploration Public Side at Curb	EA	40	\$ 400.00	\$ 16,000.00	0	\$ -
4	1-inch Corporation Stop	EA	97	\$ 475.00	\$ 45,885.00	0	\$ -
5	1-inch Type K Copper Water Service Water Main to ROW (City Side)	LF	2,898	\$ 54.00	\$ 156,492.00	0	\$ -
6	1-inch Curb Stop and Box	EA	210	\$ 450.00	\$ 94,500.00	2	\$ 900.00
7	Water Pressure Control for New Curb Box	EA	100	\$ 250.00	\$ 25,000.00	0	\$ -
8	1-inch Type K Copper Water Service ROW to House (Private Side)	LF	12,600	\$ 60.85	\$ 766,710.00	1591.5	\$ 96,842.78
9	Water Service Interior Plumbing Connection	EA	210	\$ 550.00	\$ 115,500.00	41	\$ 22,550.00
10	Plumbing Permit Applications and Administration	EA	210	\$ 500.00	\$ 105,000.00	59	\$ 29,500.00
11	Plumbing Permit Fees	EA	210	\$ 155.00	\$ 32,550.00	59	\$ 9,145.00
12	Insulation Board, 2-inch	SFT	11,778	\$ 1.55	\$ 18,256.64	1936	\$ 3,000.80
13	Erosion Control, Silt Fence	FT	1,500	\$ 3.00	\$ 4,500.00	0	\$ -
14	Erosion Control, Inlet Protection, Fabric Drop	EA	170	\$ 55.00	\$ 9,350.00	1	\$ 55.00
15	Special Backfill	CY	500	\$ 15.00	\$ 7,500.00	0	\$ -
16	Curb and Gutter, Rem	FT	1,546	\$ 5.00	\$ 7,728.00	0	\$ -
17	Sidewalk & Concrete Driveway, Rem	SYD	2,177	\$ 5.40	\$ 11,755.04	53	\$ 286.20
18	Concrete Pavement, Rem	SYD	500	\$ 7.00	\$ 3,500.00	34	\$ 238.00
19	HMA Surface, Rem	SYD	5,152	\$ 4.00	\$ 20,608.00	21	\$ 84.00
20	Utility Exploration	EA	30	\$ 250.00	\$ 7,500.00	1	\$ 250.00
21	Subbase, CIP	SYD	5,152	\$ 6.54	\$ 33,694.08	0	\$ -
22	Aggregate Base, 9-inch	SYD	5,152	\$ 7.30	\$ 37,609.60	21	\$ 153.30
23	Aggregate Surface Course, 6-inch	SYD	1,200	\$ 5.70	\$ 6,840.00	190.6	\$ 1,086.42
24	Curb and Gutter, Conc	FT	1,546	\$ 57.00	\$ 88,099.20	0	\$ -
25	Sidewalk Ramp, Conc, 4-inch	SFT	270	\$ 11.85	\$ 3,199.50	0	\$ -
26	Sidewalk, Con, 4-inch	SFT	2,177	\$ 10.98	\$ 23,901.92	199.9	\$ 2,194.90
27	Driveway, Non-Reinf Concrete, 6-inch	SYD	435	\$ 85.55	\$ 37,246.07	0	\$ -
28	Driveway, Reinf Concrete, 6-inch	SYD	435	\$ 86.60	\$ 37,703.22	13.4	\$ 1,160.44
29	HMA Pavement, MDOT 4EL	SYD	5,152	\$ 37.25	\$ 191,912.00	0	\$ -
30	Abandon Water Service	EA	97	\$ 300.00	\$ 28,980.00	0	\$ -
31	Lawn Restoration	SYD	36,750	\$ 2.00	\$ 73,500.00	0	\$ -
32	Replace Existing Storm Sewer	LF	250	\$ 35.00	\$ 8,750.00	0	\$ -
33	6-inch SDR 35 PVC Sewer Lateral	LF	4,752	\$ 40.00	\$ 190,080.00	142	\$ 5,680.00
34	Record Drawings	EA	210	\$ 250.00	\$ 52,500.00	0	\$ -
35	Rock Excavation	CYD	300	\$ 40.00	\$ 12,000.00	56.3	\$ 2,252.00
36	Topsoil (4-inch thick)	SYD	36,750	\$ 2.85	\$ 104,737.50	727.2	\$ 2,072.52
37	Temporary Water to Commercial Establishment	EA	25	\$ 550.00	\$ 13,750.00	0	\$ -
38	111 Poplar Street Interior	LSUM	1	\$ 95.00	\$ 95.00	1	\$ 95.00
39	330 Larch Street Interior	LSUM	1	\$ 61.00	\$ 61.00	1	\$ 61.00
40	105 Shamrock Street Interior	LSUM	1	\$ 95.00	\$ 95.00	1	\$ 95.00
41	328 E Oak Street Interior	LSUM	1	\$ 126.50	\$ 126.50	1	\$ 126.50
42	434 E Tamarack Street Interior	LSUM	1	\$ 86.00	\$ 86.00	1	\$ 86.00
43	351 E Houk Street Interior	LSUM	1	\$ 195.00	\$ 195.00	1	\$ 195.00
44	487 Aspen Street Interior	LSUM	1	\$ 100.00	\$ 100.00	1	\$ 100.00
45	920 E Pine Street Interior	LSUM	1	\$ 225.00	\$ 225.00	1	\$ 225.00
46	531 E Bundy Street Interior	LSUM	1	\$ 105.00	\$ 105.00	1	\$ 105.00
47	248 E Tamarack Street Interior	LSUM	1	\$ 155.00	\$ 155.00	1	\$ 155.00
48	316 E Tamarack Street Interior	LSUM	1	\$ 155.00	\$ 155.00	1	\$ 155.00
49	300 E Ayer Street Interior	LSUM	1	\$ 170.00	\$ 170.00	1	\$ 170.00
50	1200 E Cloverland Drive Interior	LSUM	1	\$ 400.00	\$ 400.00	1	\$ 400.00
51	1200 E Cloverland Drive - Exterior 2-inch Copper	LSUM	1	\$ 3,150.00	\$ 3,150.00	1	\$ 3,150.00
52	302 N Lake Street Interior	LSUM	1	\$ 125.00	\$ 125.00	1	\$ 125.00
					<b>\$ 2,441,081.28</b>		<b>\$ 184,294.86</b>

City of Ironwood  
213 S. Marquette St.  
Ironwood, MI 49938



**IRONWOOD**  
MICHIGAN | *Find Your North*

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## MEMO

**To:** Mayor Corcoran and The City Commission

**From:** Tom Bergman, Community Development Director

**Date:** December 22, 2023

Meeting Date: December 27, 2023

**Re:** Ordinance Number 546, an Ordinance providing for the vacation of the Superior Street Right of Way between Francis Street and Cloverland Drive West of Broadway Street.

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John and Paula Aijala are requesting to vacate the Superior Street right of way between Francis Street and Cloverland Drive just east of Broadway Automotive as described in the attached map and application. Part of the right of way is wetland, but a portion of it would be used to expand the parking area of Broadway Automotive.

This request is consistent with Strategy 6.11(c) of the Comprehensive Plan which discusses pursuing alternative strategies to encourage, fund and facility redevelopment projects. Putting underutilized City property back into private ownership will accomplish this strategy.

### Recommendation

Recommend City Commission Adopt Ordinance 546 to vacate the Superior Street Right of Way as described in the application and attached Ordinance.



This Institution is an Equal Opportunity Provider, Employer and Housing Employer/Lender



**ORDINANCE NO. 546, BOOK 5**

AN ORDINANCE PROVIDING FOR THE VACATION OF THE SUPERIOR STREET RIGHT OF WAY BETWEEN FRANCIS STREET AND CLOVERLAND DRIVE WEST OF BROADWAY STREET, CITY OF IRONWOOD, GOGEBIC COUNTY, MICHIGAN ACCORDING TO THE RECORDED PLAT THEREOF, EXCEPTING AND RESERVING IN SAID PORTION OF SAID STREET RIGHT OF WAY THEREIN FOR PUBLIC UTILITY PURPOSES WITHIN THE RIGH-OF-WAY OF SAID STREET SO VACATED.

**WHEREAS**, John and Paula Aijala, petitioned for the vacation of Superior Street between Francis Street and Cloverland Drive, City of Ironwood, Gogebic County, Michigan, according to the recorded plat thereof.

**WHEREAS**, The Planning Commission of the City of Ironwood has duly considered and investigated said Petition, and has reported and recommended to the City Commission that said described street and alley be vacated; and

**WHEREAS**, This City Commission after due consideration of said petition, has determined that the health, welfare, comfort and safety of the people of the City of Ironwood and their best interests will be served by vacating said public street;

**NOW, THEREFORE, THE CITY OF IRONWOOD ORDAINS:**

Section 1. The for the vacation of Superior Street between Francis Street and Cloverland Drive, City of Ironwood, Gogebic County, Michigan, according to the recorded plat thereof, hereby is vacated, and said street so vacated shall vest in the rightful proprietors owning lands adjacent thereto and bordering thereon as shown in the Plat of said Addition in accordance with MCLA 560.227a.

Section 2. The City Clerk of the City of Ironwood, Michigan is hereby directed within thirty (30) days after the adoption of said ordinance to record a certified copy of this Ordinance giving the name of the plat affected by this ordinance, with the Gogebic County (Michigan) Register of Deeds, and further shall send a copy of said Ordinance to the State Treasurer of the State of Michigan.

Section 4. All ordinances or parts of ordinances or resolutions in conflict herewith are hereby repealed.

Section 5. This ordinance shall be published pursuant to Section 6.1 of Chapter 6 of the City Charter and shall be effective upon recordation with said Register of Deeds pursuant to MCLA 560.256, as amended.

Adopted and approved by the City Commission of the City of Ironwood, Michigan this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Effective: \_\_\_\_\_, 2023

\_\_\_\_\_  
KIM S. CORCORAN, MAYOR

ATTEST:

\_\_\_\_\_  
JENNIFER L. JACOBSON, CITY CLERK

**To:** Mayor Corcoran and City Commission

**From:** Jay Kivisto, Civic Center Manager

**Date:** December 13, 2023      **Meeting Date:** December 27, 2023

**Re:** Pat O'Donnell Civic Center Millage Renewal for a period of four years, 2025-2028.

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The Pat O'Donnell Civic Center Board of Directors approved the following millage renewal language at their December 4, 2023 regular meeting. For the language to be placed on the August 6, 2024 ballot, the City Commission is required to approve the proposed ballot language.

**"Proposal to Renew or Continue the Previous One Mill, (1.0) 2021-2024 for the continued Operation, Support, And Maintenance of the Pat O'Donnell Civic Center For A Period Of Four (4) Years From 2025-2028, Inclusive:**

Shall the Limitation on the total amount of taxes which may be assessed against all property in the City of Ironwood be increased One (1.0) Mill (\$1.00-1 Mill Per \$1,000 for State Taxable Valuation) for a period of (4) Years, 2025-2028 inclusive, the taxes to be raised to be used exclusively for the continued operation, support and maintenance of the Pat O'Donnell Civic Center. **(This is the millage rate that has been in effect from 2005 and represents a renewal of the millage, rather than an increase)."**

**RECOMMENDATION**

The proposed language be approved and placed on the August 6, 2024 Primary Election Ballot.



**To:** Mayor Corcoran and City Commission

**From:** Paul Anderson, City Manager

**Date:** December 22, 2023      **Meeting Date:** December 27, 2023

**Re:** Hiawatha Park Playground Purchase Memo

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In the summer of 2023, the City of Ironwood raised \$154,955.77 worth of funds for the Hiawatha Park Project. Funds came from a \$50,000 donation from Dr. Renee (Semo) Hartz, a \$50,000 Patronicity Grant from Michigan Economic Development Corporation and \$54,955.77 of funds raised through local donations and fundraising. As part of the Patronicity Grant, we had to submit a design and images of the exact playground that was being funded. City Staff worked with Penchura, LLC to come up with the design, layout and cost of the playground equipment. Penchura has been the vendor and installation contractor on at least 7 previous City of Ironwood projects in the past. They have been great to work with and have always stood by their product when warranty issues came up. There are a lot of playground equipment companies out there, and not all equipment quality and warranty customer services are the same. As with many things, you get what you pay for with playground equipment. Penchura donated their services to work through many iterations of design to produce the final design that was used for the fundraising efforts. As mentioned above, now that we have successfully raised the funding to pay for this project, we are not able to substitute the equipment with lesser quality (i.e., cheaper) equipment so that we can get more pieces of equipment or order completely different pieces of equipment. We need to build what we showed the public in the fund-raising campaign.

The equipment that Penchura specified in the design is manufactured by Landscape Structures. Penchura is the exclusive representative and resaler of Landscape Structures equipment in the State of Michigan. If other contractors would want to install this equipment, they would have to pay sales tax on the equipment (which the City does not have to pay since we are tax exempt) and then the contractor would typically put a profit markup on the equipment and then would have to provide their installation cost, which would typically be similar or more than Penchura. Since Penchura has installation crews that regularly perform this installation work, they are going to be the most efficient at installing the playground equipment and provide a high-quality standard compared to other contractors who might not install such equipment on a regular basis.

The City's purchasing policy states: *"Competitive bidding shall not be required: ...When the product or material contracted for is not competitive in nature and no advantage to the city would result from requiring competitive bidding and the city commission, upon recommendation of the purchasing agent, authorizes execution of a contract without competitive bidding;"*

With all the above being stated, the City Attorney and I recommend that this purchase be made

without obtaining competitive bids from other vendors, due to the fact that “no advantage would result from bidding”. It is staff’s recommendation to proceed with the contract with Penchura for \$150,895.00.







Make all P.O.s, Contracts, and Checks to:  
**Penchura, L.L.C.**  
**889 S. Old US 23**  
**Brighton, MI 48114**

# Proposal

Date	Project #
12/21/2023	24-073

<b>Bill To</b>
City of Ironwood 213 S Marquette Street Ironwood, MI 49938

<b>Ship To</b>
City of Ironwood, DPW Garage Bob Richards, 906-364-9044 200 Penokee Road Ironwood, MI 49938

<b>Customer Contact</b>	<b>Customer Phone</b>	<b>Customer Fax</b>	<b>Terms</b>	<b>P.O. No.</b>	<b>Rep</b>
Paul Anderson	906-932-5050	906-932-5745	Net 30		DS

Item	Description	Qty	Weight	Price	Total
PlayBooster	PlayBooster Playground per design PEN1174798-03 includes play structure and spinner as shown	1		101,270.00	101,270.00
Freight	Freight	1		3,500.00	3,500.00
EWB-B	Engineered Wood Fiber - Bulk meets ASTM F1292, 1951, 2073 standards for playground safety surfacing 120 cubic yards	120		31.25	3,750.00
Installation	Professional Certified Installation of playground equipment per factory specifications and in accordance with current playground safety standards - includes layout and prep of holes, assembly and installation with concrete footings, installation of engineered wood fiber, restoration of disturbed areas, and disposal of trash or recycled materials. Certified inspection upon completion	1		42,375.00	42,375.00
Note	City is responsible for excavating site to 10" sub grade to size and location provided by playground consultant. City shall also provide an accessible walkway to the play area.			0.00	0.00
Note	Project completion date by 7/10/2024			0.00	0.00

Proposal good for 30 days.  
 Ship Via: common carrier  
 Delivery contact name and number: \_\_\_\_\_

Customer signature below constitutes a purchase order.

\_\_\_\_\_

<b>Subtotal</b>	\$150,895.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$150,895.00

**Credit Card fee of 3% on all purchases over \$2,000.00**

**AMX fee of 5% on all purchases over \$2,000.00**

889 S. Old US 23, Brighton, MI 48114  
 Office: (810) 229-6245 Fax: (810) 229-6256 Toll Free: (888) 778-7529

**PERFORMANCE RESOLUTION FOR  
MUNICIPALITIES**

*This Performance Resolution (Resolution) is required by the Michigan Department of Transportation for purposes of issuing to a Municipality an "Individual Permit for Use of State Highway Right of Way", and/or an "Annual Application and Permit for Miscellaneous Operations within State Highway Right of Way".*

RESOLVED WHEREAS, the \_\_\_\_\_  
(County, City, Village, Township, etc.)

hereinafter referred to as the "MUNICIPALITY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the MUNICIPALITY agrees that:

1. Each party to this *Resolution* shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this *Resolution*, as provided by law. This *Resolution* is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. If any of the work performed for the MUNICIPALITY is performed by a contractor, the MUNICIPALITY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the MUNICIPALITY Failure of the MUNICIPALITY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.
3. Any work performed for the MUNICIPALITY by a contractor or subcontractor will be solely as a contractor for the MUNICIPALITY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the MUNICIPALITY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the MUNICIPALITY.
4. The MUNICIPALITY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.
5. The MUNICIPALITY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the MUNICIPALITY'S facilities according to a PERMIT issued by the DEPARTMENT.

- 6. With respect to any activities authorized by a PERMIT, when the MUNICIPALITY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
- 7. The incorporation by the DEPARTMENT of this *Resolution* as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
- 8. This *Resolution* shall continue in force from this date until cancelled by the MUNICIPALITY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the MUNICIPALITY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the MUNICIPALITY.

Title and/or Name:

---



---



---



---

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the \_\_\_\_\_  
 (Name of Board, etc.)  
 of the \_\_\_\_\_ of \_\_\_\_\_  
 (Name of MUNICIPALITY) (County)  
 at a \_\_\_\_\_ meeting held on the \_\_\_\_\_ day  
 of \_\_\_\_\_ A.D. \_\_\_\_\_.

\_\_\_\_\_  
*Signed*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Print Signed Name*



**To:** Mayor Corcoran and City Commission

**From:** Paul Anderson, City Manager

**Date:** December 22, 2023      **Meeting Date:** December 27, 2023

**Re:** DPW Crane Purchase

---

Due to an accident in the DPW garage on 11/16/23, the City of Ironwood is going through the insurance claim process with MMRMA (our insurance provider) to procure a new overhead crane. Midwest Overhead Crane has been our crane service provider for the past many years. They do our annual inspections for the overhead crane. MMRMA had a structural engineer evaluate our building and everything is good to go with a relatively simple replacement of the overhead crane system without modifications or fixes to the building. The cost of the crane is as follows:

- (1) 2-ton top running single girder bridge crane: \$35,341.00
- (1) 3-ton top running single girder bridge crane: \$40,341.00
- Installation of (1) bridge crane (assuming all we need to do is set the crane and do a simple start up): \$11,071.00
- Training estimated at \$2,000
- Total for the 2 Ton crane option is \$48,412.00
- Total for the 3 Ton crane option is \$53,412.00

MMRMA has stated that they will pay for the 2 ton crane replacement along with the training (\$48,412.00). If we want to do the upgrade to the 3 Ton crane option, the City of Ironwood will need to pay for the \$5,000 upgrade. Staff has discussed this and we believe that the \$5,000 upgrade to the 3 ton crane is worth the investment given the size of the equipment that we regularly work on. Staff has reviewed the equipment maintenance budget and we have sufficient funds to pay for this expense. The existing building structural system is sufficient to handle the 3 ton crane: we know this because there is a second older 3 ton crane in the building which is obsolete at this point. But it is rated at 3 tons.

The City's purchasing policy states: *"When the product or material contracted for is not competitive in nature and no advantage to the city would result from requiring competitive bidding and the city commission, upon recommendation of the purchasing agent, authorizes execution of a contract without competitive bidding;"* The City Manager recommends that this purchase be made without obtaining competitive bids from other vendors, due to the fact that Midwest Overhead Crane is the company that has maintained our crane system for many years and we would like to maintain this relationship and liability of inspections with the same company. Also, the insurance company is paying for the vast majority of this expense, thus "no advantage would result from bidding". The City attorney, Tim Dean, agrees with this sentiment.

It is staff's recommendation to proceed with the Contract for the 3-ton option for \$53,412.00.



13900 Sunfish Lake Blvd, Ramsey MN 55303

City of Ironwood  
Attn: Mr. Paul Anderson  
14001 Merriman Road  
Livonia, MI 48154

December 20, 2023  
Proposal # 10844 R1

Re: One (1) new 3-ton top running single girder bridge crane

Mr. Anderson,

We propose to:

Supply and install the following: One (1) 3-ton top running single girder bridge crane. This quote includes pricing for: (1) 3-ton bridge crane, (1) 3-ton electric chain hoist with motorized trolley, flat cable festoon for electrification down bridge beam, (1) wired pendant for control, hardware, travel, labor to install, and the use of MWOCC's equipment to complete installation.

**Option #1 – 3-Ton Top Running Single Girder Bridge Crane**

Crane Capacity:	3-Ton (1 qty.)
Crane Spans:	47'-0" (approx.)
Hoist:	Harrington NER2 Electric Chain Hoist (1 qty.)
Hoist Capacity:	3-Ton (1 qty.)
Lift:	20'-0" (available)
Lifting Speed:	17/3 FPM, Two Speed Control (adjustable with VFD)
Trolley Travel Speed:	80 FPM, Variable Speed Control
Bridge Travel Speed:	80 FPM, Variable Speed Control
Control:	Flex 6 Wireless pendant w/ Backup Wired Pendant
Electrification:	Conductor Bar and Flat Cable Festoon
Voltage:	Assume 460-3-60 ( <b>Customer responsible to provide or verify correct voltage for system</b> )

**Proposal Pricing For Quote # 10844 R1**

**Option #1 – 3-Ton Top Running Single Girder Bridge Crane**

One (1) 3-ton top running single girder bridge crane as described above	\$40,341.00
Installation of bridge crane including load testing	<u>\$11,071.00</u>
TOTAL	\$51,412.00

**NOTE:** Shipping and taxes not included

**NOTE:** Pricing is based upon costs at time of quote. All pricing to be confirmed at time of order. Materials will not be ordered until deposit moneys received.

- We require signed approval drawings prior to fabrication.
- We cannot be responsible for your building's ability to support the added loads applied by this system. You should have this checked out by a qualified engineer prior to installation.
- All new systems are required by OSHA 1910.179, to be inspected and load tested after installation. We **have** included this option in our proposal.
- Operator training is highly recommended by OSHA to improve safe, reliable equipment performance. This service can be provided by Midwest Overhead Crane. We **have not** included this in our proposal.
- On installations where field electrical reconnection is done by Midwest Overhead Crane, we require the customer to supply power prior to completion of the installation to a customer supplied J-box within 2' of the mainline electrification per code. For Midwest Overhead Crane to send a Technician to start-up the crane at a later date the charge will be the cost of a normal service call including trip charge at normal rates.
- Midwest Overhead Crane will charge for service calls for crane troubleshooting when the customer does their own electrical start-up. In this case, if we deem the problem is the fault of Midwest Overhead Crane we will not invoice for the service call.
- Structural steel will be painted flat navy blue primer and cranes will be painted safety yellow, UNLESS OTHERWISE SPECIFIED.

Installation is qualified by the following:

- All installation labor (mechanical and electrical) is by Midwest Overhead Crane and non-union.
- Any permits required are the responsibility of the customer
- Clear and unlimited access to work area using our direct access lift and forklift on a finished concrete floor.
- We require a ground level door to access the building with equipment (not a loading dock).
- Customer to unload all material to an inside location adjacent to job site.
- One mobilization planned for entire installation.
- Regular time rates (8 a.m. to 5 p.m. Mon.- Fri.)

Delivery will be approx. 18-20 weeks from receipt of complete data and approved clearance drawings. Subject to verification at the time order is received. All prices are quoted NET, F.O.B. factories, and are firm for a period of thirty (30) days. Freight costs will be billed at a later date. All equipment is subject to any federal, state, or local taxes, which may apply. Standard Terms, Conditions and Limitations of sale apply.

If all or a portion of this order is canceled there will be a cancellation fee of costs incurred for returning goods and covering drawing / engineering / project management / administrative costs plus 20%.

Our terms are 50% down payment with order, 40% payment due upon notification of materials shipping to the customer/MWOCC for build, 10% final payment due NET 30 days. Project on hold until down payment received.

Paul, we appreciate this opportunity to assist you with your material handling requirements for this project. If you have any questions, please give me a call. Thank you for your consideration.  
Sincerely,  
Midwest Overhead Crane Corp.

Michael Jolliff

### MWOCC TERMS AND CONDITIONS OF SALE

1. **General** – Seller’s Quotation contains the complete terms and conditions of Agreement between Buyer and Seller.
2. **Period of Quotation** – If not accepted by Buyer with in Fifteen (15) days from the date hereof, - Seller’s quotation shall be void.
3. **Payment** – Seller’s prices are F.O.B. point of shipment, unless otherwise specified. Freight costs will be billed at a later date. Terms of payment are 50% down, 40% upon notification of shipment; balance net 30 Days, unless otherwise specified. Change orders are subject to same terms. All past due amounts will be subject to finance charges (18% APR). Terms of payment are at all times subject to the approval of Seller’s Credit Department. If shipment is delayed at the request of the Buyer, payment will become due from the date Seller is prepared to make shipment and shall include a charge and other incidental expenses incurred as a result of the delay.
4. **Warranty** – Seller warrants its products to be free of defects in material and workmanship and according to agreed specifications and for ordinary applications for which designed. This warranty shall extend for a period of one (1) year from the date of shipment. This warranty does not apply to parts which, through normal use, required replacement during the warranty period. Seller’s liability under the warranty shall be limited to repair or replacement F.O.B. Sellers point of shipment. In no event shall Seller be liable for labor or consequential damages. THERE IS NO IMPLIED WARRANTY BY SELLER FOR FITNESS OF PURPOSE.
5. **Taxes** – In addition to prices quoted, Buyer shall pay any applicable taxes.
6. **Engineering Data** – The proposal drawings and/or specifications of any quotation are confidential engineering data and Seller’s investment in engineering skill and development. Such are submitted with the understanding that the information will not be disclosed and used in any manner detrimental to Seller. All specifications and dimensions in proposal drawings are approximate, and are subject to changes during detailed engineering. Purchased materials and/or components referred to by tradenames or by manufacturer may be interchanged at the option of Seller with other materials and/or components of at least equal quality and value. Operating and Maintenance Manuals will be furnished prior to or as soon as possible after shipment of equipment. These manuals contain proprietary information and precautions should be taken to prevent leaving Buyer’s premises.
7. **Delivery** – Shipping or delivery date is approximate. Seller shall not be liable for delays in, or failures of, delivery dates due to strikes or labor troubles, accidents, fire, acts of God, action by governmental authority, changes requested by Buyer, or causes beyond its control.
8. **Material Standards** – All materials shall be furnished subject to the standard manufacturing and commercial variations and practice of Seller. Seller reserves the privilege of shipping overages and underage’s of weight, length, size and/or quantity in accordance with Seller’s standard practices.
9. **Installation** – Installation of machines and other equipment sold by Seller, unless otherwise specified, shall be at buyers expense. However, should Seller provide installation and/or start of operation, Buyer must furnish some or all of the following as required: a clear working space for installation (If there are non-movable fixtures or equipment present in the installation area MWOCC cannot be held responsible for any damage that may occur during this installation), proper permanent electrical supply, air lines of sufficient

volume, suitable transporting and lifting equipment for installation(MWOCC TO PROVIDE), and suitable footings or concrete slabs and grout. Seller will not prepare the site for installation. All equipment and labor for testing the installation shall be provided at the Buyer's expenses, unless otherwise specified.

10. **Insurance** – Seller's employees who enter Buyer's premises will have Workman's Compensation coverage in statutory limits and Seller's automobiles will be covered by Public Liability and Property Damage insurance.
11. **Cancellation** – Orders accepted by Seller are not subject to change or cancellation except with Seller's written consent. All requests for change shall be made in writing, and if accepted by Seller, Buyer shall be liable for the total price of materials contracted, or purchased, engineering fees, project management fees, administrative costs plus 20%. There will be no charge for material and labor not yet procured. Upon payment thereof, Buyer shall be entitled to the products in the form in which they then exist and unused materials on hand.
12. **Compliance With Law** – Seller makes no warranty regarding the Occupational Safety and Health Act Standards or other government requirements. If Seller's products do not meet such standards and requirements, Seller shall cooperate with Buyer to meet them, but Seller may charge Buyer the reasonable value thereof.
13. **Enforceability** – Should any provisions of this Agreement be declared or be determined by any court or competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms or provisions shall not be affected thereby, and said illegal, unenforceable, or invalid part, term, or provision shall not be deemed to be a part of the Agreement.

Acknowledged by: \_\_\_\_\_ Buyer      Date: \_\_\_\_\_

**VERIFY VOLTAGE (please circle one) 120v 208v 230v 460v**



This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

## AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



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# AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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## **AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES**

This is an Agreement between **the CITY OF IRONWOOD** (Owner) and **HDR MICHIGAN, INC.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **CITY OF IRONWOOD WATER TREATMENT PLANT, PHASE 2** (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as **Basic Services, Resident Project Representation and Additional Services, as describe herein.**

Owner and Engineer further agree as follows:

### **ARTICLE 1—SERVICES OF ENGINEER**

#### **1.01 Scope**

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.
- B. All phases of service will include Management of Engineering Services as shown in Exhibit A.

### **ARTICLE 2—OWNER'S RESPONSIBILITIES**

#### **2.01 Project Information**

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:
  - 1. design objectives and constraints;
  - 2. space, capacity, and performance requirements;
  - 3. flexibility and expandability needs;
  - 4. design and construction standards;
  - 5. budgetary limitations; and
  - 6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:
  - 1. Property descriptions.
  - 2. Zoning, deed, and other land use restrictions.
  - 3. Surveys, topographic mapping, and utility documentation.
  - 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.
  6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
  7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
  - D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs.
  - E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
  - F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
  - G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- 2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents
- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:
    1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;
    2. insurance and bonding requirements;
    3. protocols for electronic transmittals during bidding and construction;

4. Owner's safety and security programs applicable to Contractor and other Constructors;
  5. diversity and other social responsibility requirements;
  6. bidding and contract requirements of funding, financing, or regulatory entities;
  7. other specific conditions applicable to the procurement of construction or contract documents;
  8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.
- B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.
1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

#### 2.03 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:
1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
  2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
  3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.
- D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:

1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
  2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.
- E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

#### 2.04 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.
- B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.
- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
  1. any development that affects the scope or time of performance of Engineer's services;
  2. the presence at the Site of any Constituent of Concern; or
  3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of



authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

J. Owner shall:

1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
2. Primarily communicate with Engineer’s Subcontractors and Subconsultants through the Engineer.
  - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer’s Subcontractors or Subconsultants.
  - b. Refrain from directing the services of Engineer’s Subcontractors or Subconsultants.
3. Authorize Engineer to provide Additional Services as set forth in ~~Article 2~~ of Exhibit A of the Agreement, as required.
4. Perform or provide the following:
  - a. **Owner shall be solely responsible for managing funding and reimbursement activities related to the Clean Water State Revolving Fund activities for the Project.**

2.05 Payment

- A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.
- B. Engineer’s compensation is summarized as follows; if there is a conflict between the following summary and the contents of Exhibit J, then Exhibit J will prevail.

Description of Service		Amount	Basis of Compensation
1.	Basic Services (Article 1 of Exhibit A)	\$	
2.	Resident Project Representative Services	\$	
4.	Additional Services (Article 2 of Exhibit A)		

<u>Description of Service</u>		<u>Amount</u>	<u>Basis of Compensation</u>
<u>1.</u>	<u>Prepare Bidding Contract Documents</u>	<u>\$165,000</u>	<u>Hourly Rates and Reimbursable Expenses</u>
<u>2.</u>	<u>Submit Plans to EGLE and SRF</u>	<u>\$10,000</u>	<u>Hourly Rates</u>
<u>3.</u>	<u>Bidding Services</u>	<u>\$23,000</u>	<u>Hourly Rates and Reimbursable Expenses</u>
<u>4.</u>	<u>Construction Administration Services</u>	<u>\$250,000</u>	<u>Hourly Rates and Reimbursable Expenses</u>
<u>5.</u>	<u>Resident Project Representative Services</u>	<u>\$208,000</u>	<u>Hourly Rates</u>
<u>6.</u>	<u>Additional Services</u>	<u>\$117,000</u>	<u>Hourly Rates</u>

	<u>Description of Service</u>	<u>Amount</u>	<u>Basis of Compensation</u>
7.	<u>O&amp;M Manual and SOP Development</u>	<u>\$50,000</u>	<u>Hourly Rates</u>
8.	<u>Operator Training</u>	<u>\$16,000</u>	<u>Hourly Rates and Reimbursable Expenses</u>
9.	<u>Startup and Commissioning Support</u>	<u>\$110,000</u>	<u>Hourly Rates and Reimbursable Expenses</u>

Based on a 12-month continuous construction period.

1. Compensation items and totals based in whole or in part on Hourly Rates, **Reimbursable Expenses**, Direct Labor, or Percentage of Construction Cost are estimates only.
2. Lump sum amounts incorporate Engineer's labor, overhead, profit, and Engineer's Subcontractor and Subconsultants' charges.

### ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

#### 3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

#### 3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

### ARTICLE 4—INVOICES AND PAYMENTS

#### 4.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. **Invoices must include a breakdown of services provided.** Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

#### 4.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:
  - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and
  - 2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
- D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

### ARTICLE 5—OPINIONS OF COST

#### 5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

#### 5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

### ARTICLE 6—GENERAL CONSIDERATIONS

#### 6.01 Standards of Performance

- A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily

used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

- B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to **delegated design professionals retained by Constructor**, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Compliance with Laws and Regulations, and Policies and Procedures
  - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
  - 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
    - a. changes after the Effective Date to Laws and Regulations,
    - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and
    - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise.
- G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees

not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.

- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.
- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

## 6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Project is completed.
  - 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project.
  - 2. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:
    - a. Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse

- by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
- b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;
  - c. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and
  - d. such limited license to Owner shall not create any rights in third parties.
- B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.
- D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

### 6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).
- 1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP.
  - 2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.

- B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
- C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.
- D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

#### 6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
  - 1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
  - 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
  - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
  - 4. not seek contribution from insurance maintained by the additional insured.
- C. ~~Owner shall procure and maintain insurance as set forth in Exhibit G.~~
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.
- E. ~~Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.~~
  - 1. ~~Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any~~

~~confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.~~

- F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.
- G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.
- I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

#### 6.05 Suspension and Termination

##### A. Suspension

- 1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.
- 2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:
  - a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;
  - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
  - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.

##### B. Termination for Cause



1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
    - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
  2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:
    - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
    - b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
    - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
  3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.
- E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
  2. ~~If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments~~

~~identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.~~

#### 6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
  - 1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  - 2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
  - 3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

#### 6.07 Dispute Resolution

- A. Unless otherwise required by Exhibit H, Owner and Engineer shall resolve all disputes in the following manner:
  - 1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.
  - 2. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.
  - 3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then:
    - a. either or both may invoke the applicable dispute resolution procedures of Exhibit H for final resolution of Disputes.

- b. If Exhibit H is not included, or if no final dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.08 Controlling Law; Venue

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.
- B. ~~Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.~~

6.09 Environmental Condition of Site

- A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
  - 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
  - 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.
  - 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether

to retain a qualified expert to evaluate such condition or take any necessary corrective action.

- E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:
  - 1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
  - 2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

#### 6.10 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), ~~including the loss of use resulting therefrom,~~ but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. ~~This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."~~
- B. **Indemnification by Owner: Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations.**
- C. ~~Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:~~

1. ~~any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and~~
  2. ~~nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.~~
- D. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. ~~Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.~~
- F. ~~Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.~~

#### 6.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

#### 6.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt. **One or more waivers by either party of any provision, term, condition or covenant shall not be constructed as a waiver of a subsequent breach of the same by the other party.**
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement. **One or more waivers by either party of any provision, term, condition or**

**covenant shall not be constructed as a waiver of a subsequent breach of the same by the other party.**

- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.
- F. **Operational Technology Systems: Owner agrees that the effectiveness of operational technology systems ("OT Systems") and features designed or recommended by Engineer are dependent upon Owner's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. Owner shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, Owner recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed or recommended by Engineer are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, Engineer does not guarantee that Owner's OT Systems are impenetrable and Owner agrees to waive any claims against Engineer resulting from any such incidents that relate to or affect Owner's OT Systems.**

## ARTICLE 7—DEFINITIONS

### 7.01 Defined Terms

- A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
  2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.
  3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
  4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.
6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
9. Constituents of Concern—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 of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
14. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

15. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer’s Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. **Contractor**—The entity or individual with which Owner enters into a Construction Contract.
17. **Documents**—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. **Drawings**—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. **Effective Date**—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. **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.
21. **Electronic Means**—Electronic mail (e-mail), 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 Agreement. 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.
22. **Engineer**—The individual or entity named as such in this Agreement.
23. **Engineer’s Subcontractor**—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.
24. **Field Order**—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
25. **Front-End Construction Contract Documents**—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any



Construction Contract Documents delivered or issued after the effective date of the Construction Contract.

26. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
27. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
28. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
29. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
30. Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.
31. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
32. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
33. Site—Lands or areas to be indicated in the Construction 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.
34. Specifications—The part of the Construction Contract Documents 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.
35. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.
36. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

37. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction 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 Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
38. 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 Construction 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.
39. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
40. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
41. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
42. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all

materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

43. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

## ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

### 8.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

- A. Exhibit A, Engineer’s Services - **HDR Proposal Entitled “City of Ironwood, Water Treatment Plant – Phase 2”, dated December 20, 2023.**
- B. Exhibit B, **[Not Used]**
- C. Exhibit C, Amendment to Owner-Engineer Agreement (form).
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, EJCDC® C-626, Notice of Acceptability of Work (form).
- F. Exhibit F, **[Not Used]**
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, **[Not Used]**
- J. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.

### 8.02 Total Agreement

- A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

### 8.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

#### 8.04 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

#### 8.05 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
  - 1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
  - 2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

This Agreement's Effective Date is \_\_\_\_\_.

Owner:

City of Ironwood

(name of organization)

By:

(individual's signature)

Date:

(date signed)

Name: Paul Anderson, P.E.

(typed or printed)

Title: City Manager/City Engineer

(typed or printed)

Attach evidence of authority to sign.

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

213 S. Marquette Street

Ironwood, MI 49938

Designated Representative:

Name: Paul Anderson, P.E.

(typed or printed)

Title: City Manager/City Engineer

(typed or printed)

Address:

213 S. Marquette Street

Ironwood, MI 19938

Phone: (906) 932-5050

Email: [andersonp@ironwoodmi.gov](mailto:andersonp@ironwoodmi.gov)

Engineer:

HDR Michigan, Inc.

(name of organization)

By:

(individual's signature)

Date:

(date signed)

Name: Khaled Soura, PhD, PE, LEED AP

(typed or printed)

Title: Vice President & Michigan Area Mgr

(typed or printed)

Attach evidence of authority to sign.

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

1000 Oakbrook Dive

Suite 200

Ann Arbor, MI 48104-6815

Designated Representative:

Name: Ernie West

(typed or printed)

Title: Water Business Group Manager

(typed or printed)

Address:

1000 Oakbrook Dive

Suite 200

Ann Arbor, MI 48104-6815

Phone: (734) 332-6462

Email: [Ernie.West@hdrinc.com](mailto:Ernie.West@hdrinc.com)

## **EXHIBIT A—ENGINEER’S SERVICES**

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See attached HDR Proposal Entitled “City of Ironwood, Water Treatment Plant – Phase 2”, dated December 20, 2023.



December 20, 2023

Paul Anderson, PE  
City Manager  
City of Ironwood  
213 S Marquette  
Ironwood, MI 49938

**RE: City of Ironwood, Water Treatment Plant - Phase 2**

Mr. Anderson,

HDR Michigan, Inc. (HDR) is pleased to provide a proposal for Phase 2 of the Ironwood Water Treatment Plant (WTP). Due to a change in funding sources from Phase 1 (USDA-RD) to Phase 2 (EPA BIL funds administered through EGLE), Phase 2 of the project will be contracted via a new Engineer's Joint Contract Documents Committee (EJCDC) Agreement between the City of Ironwood (Owner or City) and HDR (Engineer). This letter proposal will constitute Exhibit A of the new agreement.

## Project Understanding

For the past several years, the City of Ironwood (City) has been working towards building a new water treatment plant to remove manganese and iron from the public water supply. Currently, the City only has one well with low manganese levels. Water from this well is blended with other well water to supply residents of the City. In addition, the current water pumping station is 100 years old and deteriorating, making repairs and parts acquisition difficult.

The budget for the project was developed in 2019-2020. USDA Rural Development obligated the following for funding the project:

Grant: \$4,192,000  
Loan: \$5,439,000  
**Total: \$9,631,000**

Of this total amount, approximately \$8 million was budgeted for construction. HDR developed a base scope Issued for Bid package that included water treatment facilities, equipment, and building construction. On July 14, 2022, the project bids were opened by the City, and the low bid was \$14,367,000. This left an approximate funding gap of \$6,367,000.

The City subsequently rejected the bids and decided to break the project into two phases to take advantage of the obligated Rural Development grant and loan. Phase 1 of the project included construction of the pumping station and shell of the water treatment plant building. Phase 1 is currently in construction and HDR is providing construction administration support and Resident Project Representative (RPR) services via our subconsultant, Coleman Engineering. The completion date of Phase 1 is December 2024.

[hdrinc.com](http://hdrinc.com)

5405 Data Court 1000 Oakbrook Dr, Ann Arbor, MI 48104 48108-8949  
(734) 761-9130

Exhibit A—Engineer's Services.

EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.  
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and American Society of Civil Engineers. All rights reserved.



Phase 2 will include the installation of the filters, exterior clearwell, garage, backwash waste infiltration basin and appurtenant site, mechanical, electrical, and controls work. Funding for Phase 2 from the United States Environmental Protection Agency (USEPA) (via the Bipartisan Infrastructure Law), which will be administered by the State of Michigan’s Revolving Fund (SRF) staff, is expected by the City to be available in late January 2024.

## Project Team

HDR proposes to partner with the same team members previously involved on the project; SEH Engineering will support the HVAC and Plumbing portions of the project and Coleman Engineering will support the Civil/Site and Resident Project Representative portions of the project. Following is a table that lists key staff. The staff identified in the EOR/AOR column will be the Michigan-licensed staff that will seal the design documents for Phase 2.

### HDR Organizational Chart

Discipline	Discipline Lead	EOR / AOR	Firm
Project Manager	Josh Prusakiewicz	-	HDR
Project Technical Advisor	Ernie West	-	HDR
Process Technical Advisor	Chris Larson	-	SEH
Process Mechanical Engineer	Teresa Konda	Steve Hanna	HDR
Architect	John Rickert	Kris Tourek	HDR
Structural Engineer	Jerome Mulvihill	Jerome Mulvihill	HDR
Electrical Engineer	Andrew Kaner	Andy Rogers	HDR
I&C Engineer	Scott Trapp	Stu Hicks	HDR
HVAC/Plumbing	Nick Brula	Amanda Kilbane	SEH
Site/Civil	Jeff Sjoquist	Jeff Sjoquist	Coleman Engineering
RPR	John Trynoski	-	Coleman Engineering
Operations Training/Support	Chris Malinowski	-	HDR
Project Administration Support	Jeff Hunt/Mandy Caldwell	-	HDR





## Schedule

The schedule below assumes authorization of the base scope of work to proceed no later than January 1, 2024. The bidding schedule is contingent upon EGLE and SRF approval and Phase 1 Final Completion. The schedule noted below may require adjustment based on the timing requirements of the SRF funding, which is not known at this time.

The construction schedule for Phase 2 will need to be coordinated with the completion of Phase 1, as these projects will be executed under separate contracts, potentially separate contractors, and separate funding sources. Based on the current construction schedule for Phase 1, the Contractor is estimating Final Completion beyond December 2024. **HDR recommends that procurement of Phase 2 Contractor occurs before the end of Phase 1, but that the Phase 2 contractor not be allowed to initiate their on-site activities until the Phase 1 Contractor has reached Final Completion.** This would be the recommendation even if the Phase 2 contractor is the same as Phase 1.

Project Milestone	Milestone Date	Notes
Phase 2 - Start of Final Design	January 2024	It is estimated that funding will become available in January 2024, but a specific date has not been provided.
Phase 2 - Final Design Completed	April 2024	Estimated 90-day duration.
Phase 2 - EGLE/DWSRF Review	May 2024	New environmental assessment/cross-cutter approvals are required based on the BIL funding source. New Act 399 permit will be submitted.
Phase 2 – Bidding and Evaluation	June – July 2024	Bidding and evaluation period was assumed to be 6 - 8 weeks.
Phase 2 - Contract Award	August 2024	Schedule can be adjusted if needed due to funding requirements; none are known at this time.
Phase 2 - Contractor Notice to Proceed	September 2024	Phase 1 Contract still ongoing. NTP will be determined based on the status of Phase 1 Final Completion.
Phase 2 - Construction Administration/Submittal Reviews/Procurement	October 2024 – January 2025	Begin submittal review and approval for equipment and material procurement for Phase 2. No on-site work during this period.
Phase 1 Final Completion	Current – December 2024 Expected Actual - June 2025	CD Smith will be requesting a Phase 1 construction extension due to procurement lead times. HDR has assumed a 6-month extension based on our current understanding. Current final completion is December 2024.
Phase 2 Contractor Mobilization	July 2025	Mobilization of Phase 2 Contractor should not occur until after Phase 1 contractor has completed punch list items and project closeout activities.
RPR	July 2025 – July 2026	Assumed 12-month construction schedule after Phase 2 mobilization.
Phase 2 – Substantial Completion	May 2026	
Phase 2 – Final Completion	July 2026	

## Scope of Services

### Task 1: Prepare Bidding Contract Documents

Phase 2 re-packaging includes preparing updated drawings and specifications (Contract Documents) that were developed in HDR's base scope by revising the drawing and specification package to reflect what infrastructure will be in place at the end of Phase 1 and what infrastructure will need to be included in Phase 2. This will include a review for coordination between the phases. The scope of work includes:

1. Project management consisting of schedule management, invoicing, progress reports, and quality management plans. Project management will be provided for the duration of the project (approximately 30 months).
2. Prepare revised bidding Contract Documents. Significant changes include:
  - a. Updating new clearwell, garage, and infiltration basin
  - b. Updating filters, filter face piping, and detention tank
  - c. Phase 2 permanent chemical feed points
  - d. Update electrical components for Phase 2
  - e. Update SCADA work to be included in Phase 2
  - f. Updating specifications for items in Phase 2
3. Prepare a revised bidding opinion of probable construction cost.
4. Front-end (Division 0) documents, including SRF requirements.

#### **Task 1 Deliverables:**

- Draft Phase 2 Contract Documents
- Final bidding electronically signed and sealed Phase 2 Contract Documents in PDF format
- Draft and final Bidding Phase 2 opinion of probable construction cost

#### **Task 1 Assumptions:**

- Changes to the current design elements are not included
- It is estimated that 85 drawings and 100 specification sections will be updated to include Phase 2 scope
- Internal, bi-weekly, virtual, one (1) hour design progress meetings with HDR staff
- Virtual monthly design progress meetings with the City
- One (1) in-person project meeting in Ironwood attended by HDR Project Manager (PM) and Lead Project Engineer for a review of the final documents. The trip will be two (2) days in length, one (1) travel day and one (1) onsite.

### Task 2: Submit Phase 2 Plans to EGLE and SRF

HDR will update the Basis of Design (BOD) report to reflect the scope of work in Phase 2. HDR will submit the BOD and Bidding signed drawings and specifications to EGLE for review and approval to proceed to the bidding phase. A submittal to EGLE permitting staff for issuance of an updated Act 399 permit will also be completed. HDR will respond to written questions from EGLE in the approval process and update drawings and specifications based on comments/edits received from EGLE.

#### **Task 2 Deliverables:**

- Updated Basis of Design report
- Written responses to EGLE questions
- Updated electronically sealed drawings and specifications
- Act 399 Permit Application

**Task 2 Assumptions:**

- EGLE/SRF will not require significant changes to the Phase 2 drawings and specifications
- One (1) set of electronic drawings and specifications will be provided to EGLE
- No SRF project plan development or subsequent public hearing coordination is required by HDR. The City will be responsible for the fees that may be required to provide support related to coordination with SRF staff.

### **Task 3: Bidding**

Upon receipt of EGLE approval, HDR will issue the Phase 2 drawings and specifications for bidding. An advertisement for bidding will be prepared and published in the official City newspaper and on Qwest CDN. HDR will lead an in-person pre-bid meeting to familiarize potential bidders with the project at the project site. The meeting will be attended by HDR's PM and Coleman Engineering. HDR will prepare and issue Addenda as appropriate to clarify, correct, or change the Contract Documents. HDR will participate in the bid opening virtually and prepare a bid tab summarizing the bid results. HDR will provide support for up to three (3) contractor post-bid interviews. HDR will then develop a memorandum recommendation to the City for award of the construction contract.

**Task 3 Deliverables:**

- Advertisement for bidding
- Up to three (3) Addenda
- Pre-bid meeting agenda
- Bid tab summarizing bid results
- Virtual, one (1) hour each post-bid interviews with up to three (3) contractors
- Recommendation to the City for the award of a construction contract

**Task 3 Assumptions:**

- Costs for running advertisements for bidding will be paid for by the City
- Electronic PDF files of drawings and specifications will be provided at pre-bid.
- HDR will submit electronic drawings and specifications for plan review to building permit agencies. Applicable plan review fees will be paid by City. Contractor will be responsible for permit application and fee payments.

### **Task 4: Construction Administration Services**

Our team will use a web-based portal for managing the construction information (submittals, RFIs, project documentation). Documentation will also include daily digital photos and videos of selected areas of concern for oversight and progress reporting.

Construction administration duties will include:

- Electronic signed and sealed conformed contract documents including incorporation of addenda
- Leading pre-construction and construction progress meetings and preparing meeting minutes
- Managing project submittals, requests for substitution review, and maintaining submittal log
- Reviewing/responding to required shop drawings, samples, and test reports
- Responding to written Contractor RFIs
- Reviewing monthly progress schedule and updates
- Preparing change orders and work change directives (WCDs)
- Make recommendations on corrective actions and contractual adjustments to the Owner

- Reviewing and accepting schedule of values (SOV), recommending pay applications, approving equipment O&M manuals, approving closeout documents, and receiving warranty documents.
- Providing engineering support for RPR progress/quality reviews
- Perform substantial completion review and develop punch lists and then issue a certificate of substantial completion.
- Making site visits to assess progress, recommend acceptability of work
- Assisting with contract closeout

**Task 4 Deliverables:**

- Bi-weekly Construction Meeting Agendas and Meeting Minutes
- Submittal and RFI responses
- Change orders and WCDs
- Punch list and certificate of substantial completion
- Electronic conformed contract documents with addenda
- Review comments and recommendations for Contractor Pay Applications

**Task 4 Assumptions:**

- Attend virtual one (1) hour bi-weekly construction progress meetings. An in-person pre-construction will be attended by HDR PM and a total of up to 30 bi-weekly meetings are assumed for two (2) HDR employees to attend (HDR PM and HDR Design Manager) during the construction period.
- HDR PM or Lead Engineer will attend six (6), two (2) day site visits during construction to assess the progress of construction and attend construction meetings
- Up to 150 submittals and 50 RFIs will be reviewed by HDR

## Task 5: Resident Project Representative

Coleman Engineering will serve as the RPR and provide site presence to observe, record, and report on the Contractor's work progress to assess that the Work is in general conformance with the requirements of the Contract Documents. The RPR will use the web-based portal to review the construction information, submittals, and RFIs. The RPR will also support preparing documentation including daily digital photos and videos of selected areas of concern for oversight and progress reporting. RPR duties will cover services including:

- Monitoring and documenting the progress and quality of work
- Providing construction observations to review monthly applications for payment
- Reviewing project schedules and consulting with engineer on acceptability
- Recommend change orders to the engineer
- Attending construction administration meetings
- Participating in substantial and final completion walkthroughs

**Task 5 Deliverables:**

- Daily progress reports of construction activities.
- Photographic documentation of progress.
- Furnish to HDR and City copies of field reports, test, and system start-up reports.

**Task 5 Assumptions:**

- HDR has assumed that RPR services will start July 2025 and end in July 2026. During that time, Coleman Engineering RPR will be onsite 75% of the time (roughly 30 hours/week) for 12 months.

## Task 6: Additional Services

Additional services include those that support the overall project. They are as follows:

- Survey
  - Topographic survey
  - Construction Baseline/Control Points
  - Exterior Site Construction Record Drawing with structures and topography
- Davis Bacon Wage Rate Compliance Assistance for BIL Funding
  - Monthly certified payroll verification for general Contractor and sub-contractors working on-site
  - Wage rate interviews, one per month
- Environmental Clearance Assistance for BIL Funding
  - SHPO Clearance – perform archeological review and preparation of Section 106 application for SHPO clearance
  - Tribal Historic Preservation Officers (THPO) – Prepare and send cross-cutter letters to THPOs identified on the county Tribal Contact List
  - Threatened and Endangered Species Review (Michigan Natural Features Inventory (MNFI) and United State Fish and Wildlife Service (USFWS)) – Prepare and send cross-cutter letters to MNFI and USFW to obtain response providing clearance via Rare Species Review letter.
  - EGLE-Water Resources Division (WRD) Land and Water Management Interface (LWMI) – prepare and send cross-cutter letter to WRD-LWMI contact(s) for clearance for wetlands, floodplains, surface water bodies
  - Compile and submit documentation from clearances to EGLE staff, who will prepare the Environmental Assessment document and complete the process
- Buy America, Build America (BABA) Assistance Allowance
  - At the time of this proposal, the BABA status and requirements for the project are unclear. An allowance of 80 hours of project manager time is included to provide assistance to the City in navigating BABA for the project. Additional fees may be required once the requirements are better defined.
  - Our approach to complying with BABA will be as follows:
    - Review grant agreement (when finally made available from SRF/City) for identification of fiscal year funding
    - Determine if the project is eligible for project-level waiver from BABA requirements and develop a waiver request to submit on behalf of the City
    - Evaluate the existing design documents to identify potential BABA issues
  - Should a project-level waiver not be granted, the following items will need to be performed. Prior to performing these tasks, HDR will prepare a new fee estimate, compare it against the remaining funds within the allowance, and submit for review by the City, prior to starting work.
    - Build America, Buy America (BABA) Contractor Certification Form
      - Require and verify completion of the form by each contractor on the project as part of the bid submittal.
      - This form to be sent in to the SRF when submitting the rest of bid documents.

- BABA Certification Letters
  - Require and verify completion of a letter from each manufacturer for the items on the project certifying BABA compliance.
  - Maintain an electronic BABA file.
- Waivers
  - Assist with product/equipment level waivers required based on the project design. Scope is unknown and undefined at this time and is not included in the allowance.
- Final Build America, Buy America (BABA) Certification
  - City shall complete final certification based on BABA file documentation noted above.
- Materials Testing during construction. This includes compaction, concrete, and bituminous testing.
- Perform drafting based on Contractor's field documented as-recorded documents.

**Task 6 Deliverables:**

- Survey Plan
- Maintain Davis Bacon Wage Rate Compliance documentation and provide confirmation of compliance with monthly pay applications.
- Submit copies of environmental clearance letters received from agencies noted above
- Maintain an electronic BABA compliance file.
- Material testing reports
- Furnish as-recorded drawings.

**Task 6 Assumptions:**

- Additional services would take place throughout the project design and construction period.
- HDR will use the Contractor's redlines from the field to develop as-recorded drawings.
- Note that the items related to BIL Funding assistance are assumed to be required but are somewhat undefined at this time as a grant agreement has not been provided. HDR and Coleman have contacted EGLE staff to acquire information at this time to develop an estimated scope of work and fee for assisting the City with these items. Should the grant agreement or actual requirements of EGLE differ from what is noted above, HDR will request a change in scope and compensation for increased effort.

## **Task 7: Operations and Maintenance (O&M) Manuals and Standard Operating Procedures**

HDR will develop system O&M Manuals to supplement the equipment-specific O&M manuals provided by equipment manufacturers.

### **Task 7.1 - System O&M Manual Preparation**

System O&M manuals will define and provide guidance to Ironwood staff for future operating strategies and maintenance approaches. The O&M manuals will include elements to reflect situations where the treatment system may have abnormal conditions. We will use a virtual workshop with the Ironwood O&M team to review HDR's proposed table of contents in the O&M manual.

### **Task 7.2 - Standard Operating Procedures**

Instructions will be prepared including standard operating procedures (SOPs) and data tracking relative to critical assets.

#### **Task 7 Deliverables:**

- Draft and final O&M Manual
- Draft and final SOPs for major treatment equipment

#### **Task 7 Assumptions:**

- Two (2) virtual, three (3) hour workshops will be held to review material that plant operations staff would like to include in O&M and SOPs. A virtual draft review workshop and a virtual final review workshop are included.

## **Task 8: Operator Training**

HDR will provide operator training for the water treatment plant.

### **Task 8.1 - Operator Training**

Building an understanding of the WTP and operating capabilities as well as getting the full benefit of the new technology and data tracking will be critical to meeting Ironwood goals. Providing this information in an operator training format will help the operators prepare for future commissioning and operation and provide a basis for high-quality onboarding of future staff. The training will intend to train operations staff on the operation of the process, mechanical, electrical, and instrumentation and controls systems of the filtration system and related components. In-person training will include monitored training, quizzes, and practical demonstrations of the new equipment and systems.

#### **Task 8 Deliverables:**

- Operator training workshop

#### **Task 8 Assumptions:**

- An onsite operator training workshop will be held at the new WTP for plant operations staff and will be two (2) days in duration. This task includes one (1) day of travel and two (2) days of preparation for a total of five (5) days.

## **Task 9: Startup & Commissioning Support**

HDR will provide startup and commissioning support for the water treatment plant once the project reaches this milestone. Tasks identified here will need to be coordinated in the Contract Documents to delineate tasks between the Contractor and HDR. HDR and City will discuss these requirements during Task 1.

### **Task 9.1 – Startup and Commissioning Support**

We propose that the startup and commissioning process for this project will involve the following steps and have provided definitions for each. These steps and the following deliverables will be coordinated in the Contract Documents so that there is a delineation in scope of work for the Contractor and HDR.

- **Pre-Commissioning:** These are the construction activities that are required to be completed by the Contractor before equipment commissioning can begin. Pre-commissioning completion will be attained when the Certificates of Proper Installation (COPI) are received by the equipment suppliers.

- **Equipment Commissioning:** This is the series of activities that occur in order to demonstrate that equipment functions as designed. Equipment commissioning completion will be attained when equipment has been verified to function correctly based on controls design.
- **Performance Test:** This is the series of activities that occur to demonstrate that the project meets treatment performance requirements. Performance test completion is attained upon successful completion of the performance test.

#### PREPARE THE STARTUP AND COMMISSIONING PLAN

During the construction phase of the project, HDR will prepare a startup and commissioning plan that will address tasks necessary for startup and commissioning of the project. The startup and commissioning plan will be structured in the three following sections:

- Pre-requisites to be completed in the Pre-Commissioning Phase.
- Activities to be completed in the Equipment Commissioning Phase.
- Activities to be completed in the Performance Test Phase.

Within each section, the following information will be included:

- The responsible party for each task
- A schedule of activities
- Actions to be taken should some portion of the phase become inoperable or fail to perform as anticipated
- Chemicals or solids disposal to be required
- Staffing by the Contractor, City, and Engineer
- Communications procedures

The startup and commissioning plan contains three deliverables:

- Outline of startup and commissioning plan
- Deliver draft startup and commissioning plan no later than 60 days prior to beginning equipment commissioning
- Deliver the final startup and commissioning plan no later than 30 days prior to beginning equipment commissioning

HDR will prepare these three deliverables in collaboration with the City. Our assumptions include the following items:

- The contractor and major vendors will provide the required information to complete the startup and commissioning plan
- During Pre-Commissioning, we will have one (1) operations specialist virtually attend a maximum of six (6) monthly construction update meetings and two (2) meetings in person
- The performance test plan will also specify the form and content of the performance test report and include specific, detailed sampling protocols to be utilized while conducting the performance tests. Laboratory analyses to be conducted by the City laboratory





**Task 9.2 – Startup and Commissioning Assistance**

HDR will provide an Operations Specialist to verify that the Contractor has successfully demonstrated the requirements of the equipment commissioning and performance test phases. We will have staff on-site for key activities, as well as five days during the performance test. This task will commence upon successful completion of the pre-commissioning activities and will be coordinated in the Contract Documents so that there is a clear scope of work between the Contractor and HDR.

**Task 9 Deliverables:**

- Startup and Commissioning plan

**Task 9 Assumptions:**

- A total of 80 hours of onsite presence are included for the equipment commissioning phase.
- A total of 40 hours of onsite presence are included for the performance test phase.
- Additional hours required due to project delays or the contractor's inability to meet startup and commissioning requirements will be invoiced in addition to our proposal fee estimate.

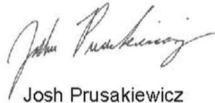
## Fee

Based on the scope of work described above, HDR proposes to provide Task 1 through 9 services on a time and expense basis with a limit **not to exceed \$949,000** without prior authorization of the City of Ironwood. We understand that the City has \$849,000 of available funds from BIL Funding. The table below summarizes the fees.

Task	Phase 2 Fees
Task 1 - Prepare Bidding Contract Documents	\$165,000
Task 2 – Submit Plans to EGLE and SRF	\$10,000
Task 3 - Bidding	\$23,000
Task 4 – Construction Administration Services	\$250,000
Task 5 – Resident Project Representative	\$208,000
Task 6 – Additional Services	
• Survey	\$10,000
• Davis Bacon Wage Rate Compliance and SRF Administration Assistance	\$30,000
• Environmental Clearance Assistance	\$5,000
• BABA Assistance Allowance	\$20,000
• Materials Testing	\$33,000
• As-built Drawings	\$19,000
TASK 6 Costs	\$117,000
Task 7 – O&M Manual and SOP Development	\$50,000
Task 8 – Operator Training	\$16,000
Task 9 – On-Site System Startup and Commissioning Support	\$110,000
<b>TOTAL COST</b>	<b>\$949,000</b>

HDR greatly appreciates your continued confidence and the opportunity to serve the residents of the City of Ironwood on this critical project. If you have questions regarding this proposal, please feel free to call me at 734.332.6393 or email me at [josh.prusakiewicz@hdrinc.com](mailto:josh.prusakiewicz@hdrinc.com).

Sincerely,  
HDR Michigan, Inc.



Josh Prusakiewicz  
Project Manager



Ernie West, PE (MI)  
Project Technical Advisor,  
Michigan Area Water  
Business Group Manager



Khaled Soubra, PhD,  
PE (MI), LEED AP  
Vice President, Michigan  
Area Manager

**EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT**

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**AMENDMENT TO OWNER-ENGINEER AGREEMENT**

Amendment No. **[Enter Amendment Number]**

Owner: **[Name of Owner]**

Engineer: **[Name of Engineer]**

Project: **[Name of Project]**

Effective Date of Owner-Engineer Agreement: **[Effective Date of Agreement]**

Nature of Amendment: (Check those that apply)

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

**[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary. Include cost breakdown and documentation, if applicable.]**

Agreement Summary:

Original agreement amount: \$

Net change for prior amendments: \$

This amendment amount: \$

Adjusted Agreement amount: \$

Change in time for services (days or date, as applicable):

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

Owner

Engineer

\_\_\_\_\_  
(typed or printed name of organization)

\_\_\_\_\_  
(typed or printed name of organization)

By:

\_\_\_\_\_  
(individual's signature)

By:

\_\_\_\_\_  
(individual's signature)

(Attach evidence of authority to sign.)

(Attach evidence of authority to sign.)

Date:

\_\_\_\_\_  
(date signed)

Date:

\_\_\_\_\_  
(date signed)

Name:

\_\_\_\_\_  
(typed or printed)

Name:

\_\_\_\_\_  
(typed or printed)

Title:

\_\_\_\_\_  
(typed or printed)

Title:

\_\_\_\_\_  
(typed or printed)

## **EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE**

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### **ARTICLE 1—RESIDENT PROJECT REPRESENTATIVE SERVICES**

Article 1 of the Agreement, Services of Engineer, and Exhibit A, Engineer's Services, are supplemented to include Exhibit D Paragraphs 1.01, 1.02, and 1.03, as follows:

#### **1.01 Resident Project Representative**

- A. Engineer shall furnish a Resident Project Representative ("RPR") to observe progress and quality of the Work. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. The RPR will provide 30 hours per week representation during a 12 month construction period.
- C. Subject to the scope of RPR's observations of the Work, which may include field checks of materials and installed equipment, Engineer shall endeavor to identify defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, inspect, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A Paragraph 1.06 are applicable.

#### **1.02 Duties and Responsibilities of RPR**

- A. The duties and responsibilities of the RPR are as follows:
  1. General: RPR's dealings in matters pertaining to the Work in general will be with Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
  3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. Liaison
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
7. Shop Drawings, Samples, and other Submittals
  - a. Receive Samples that are furnished at the Site by Contractor.
  - b. Receive Contractor-approved Shop Drawings.
  - c. Receive other Submittals from Contractor.
  - d. Record date of receipt of Samples, Contractor-approved Shop Drawings, and other Submittals.
  - e. Notify Engineer of availability of Samples for examination, and forward Contractor-approved Shop Drawings and other Submittals to Engineer. When appropriate recommend distribution of Submittal to specified Subconsultants.
  - f. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. Review of Work; Defective Work
  - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

#### 10. Inspections, Tests, and System Start-ups

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
- f. Nothing in this Agreement will be construed to require RPR to conduct inspections.

#### 11. Records

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

- d. Record and maintain accurate, up-to-date lists of the company names and points of contact for Contractors, Subcontractors, and major Suppliers of materials and equipment.
  - e. Maintain records for use in preparing Project documentation.
  - f. Upon completion of the Work, furnish original set of all RPR Project documentation to designated recipients.
12. Reports
- a. Furnish periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
  - b. Draft responses to or make recommends on Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
  - c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
  - d. Immediately inform appropriate parties of the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
15. Completion
- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
  - b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
  - c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

### 1.03 Limitations of Authority

#### A. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.



**EXHIBIT E—EJCDC® C-626, NOTICE OF ACCEPTABILITY OF WORK**

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See attached.

**NOTICE OF ACCEPTABILITY OF WORK (EJCDC® C-626 2018)**

Owner: \_\_\_\_\_ Owner's Project No.: \_\_\_\_\_  
Engineer: \_\_\_\_\_ Engineer's Project No.: \_\_\_\_\_  
Contractor: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_  
Project: \_\_\_\_\_  
Contract Name: \_\_\_\_\_  
Notice Date: \_\_\_\_\_ Effective Date of the Construction Contract: \_\_\_\_\_

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT G—INSURANCE

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### ARTICLE 1—INSURANCE

Paragraph 6.04 of the Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

#### 1.01 Insurance Policies and Limits

- A. In accordance with Paragraph 6.04.A of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
<b>Workers' Compensation</b>	
State	Statutory
<b>Employer's Liability</b>	
Each accident	\$500,000
Each employee	\$500,000
Policy limit	\$500,000
<b>Commercial General Liability</b>	
General Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
<b>Automobile Liability</b>	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
<b>Excess or Umbrella Liability</b>	
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000
<b>Professional Liability</b>	
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

1.02 Additional Insureds.

- A. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.
- B. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
- C. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

## EXHIBIT H—DISPUTE RESOLUTION

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### ARTICLE 1—DISPUTE RESOLUTION METHOD

Paragraph 6.07 of the Agreement, Dispute Resolution, is supplemented to include the following Exhibit H Paragraph 1.01:

#### 1.01 Mediation

- A. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by **a mutually accepted third party**. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

**EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES**

**COMPENSATION PACKET BC-2: BASIC SERVICES—STANDARD HOURLY RATES**

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**ARTICLE 1—COMPENSATION PACKET BC-2: BASIC SERVICES—STANDARD HOURLY RATES**

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraphs 1.01, 1.02, and 1.03:

**1.01 Compensation for Basic Services (other than Resident Project Representative)—Standard Hourly Rates Method of Payment**

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A (except for Resident Project Representative services, if any) as follows:

1. An amount equal to the cumulative hours charged to the Project by Engineer's personnel times Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses, plus Engineer's Subcontractors' and Subconsultants' charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Subcontractor's and Subconsultants' charges.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit J as Appendices 1 and 2.
4. The total compensation for such services is estimated to be \$949,000 based on the following estimated distribution of compensation:

a. Prepare Bidding Contract Documents Phase	<u>\$165,000</u>
b. Submit Plans to EGLE and SRF Phase	<u>\$10,000</u>
c. Bidding Phase	<u>\$23,000</u>
d. Construction Administration Phase	<u>\$250,000</u>
e. Resident Project Representative Phase	<u>\$208,000</u>
f. Additional Services Phase	<u>\$117,000</u>
g. O&M Manual and SOP Development	<u>\$50,000</u>
h. Operator Training	<u>\$16,000</u>
i. Startup and Commissioning Support	<u>\$110,000</u>

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but compensation will not exceed the total estimated compensation amount unless approved in writing by Owner. See also Exhibit J Paragraph 1.03.C.2 below.
6. The total estimated compensation for Engineer's services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Subcontractor's and Subconsultants' charges.

7. The amounts billed for Engineer's services under Exhibit J Paragraph 1.01 will be based on the cumulative hours charged to the Project during the billing period by Engineer's employees times Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses and Engineer's Subcontractor's and Subconsultants' charges.

1.02 Compensation for Reimbursable Expenses

- A. Owner shall reimburse Engineer for Reimbursable Expenses directly related to the provision of Basic Services, using the rates set forth in Appendix 1 to this Exhibit J when applicable.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of **1.05**.

1.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed to Engineer by Engineer's Subconsultants times a factor of **1.05**.
- B. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. Estimated Compensation Amounts
  1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
  2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and

Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer will be paid for all services rendered hereunder.

- D. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of **January 1**) to reflect equitable changes in the compensation payable to Engineer.
- E. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.



## EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

### COMPENSATION PACKET RPR-2: RESIDENT PROJECT REPRESENTATIVE—STANDARD HOURLY RATES

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#### ARTICLE 2—COMPENSATION PACKET RPR-2: RESIDENT PROJECT REPRESENTATIVE—STANDARD HOURLY RATES

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 2.01:

2.01 Compensation for Resident Project Representative Services—Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Resident Project Representative Services as follows:
1. Resident Project Representative Services: For services of Engineer's Resident Project Representative (RPR), if any, under Exhibits A and D, an amount equal to the cumulative hours charged by each class of Engineer's personnel providing RPR services times Standard Hourly Rates for each applicable billing class, plus RPR-related Reimbursable Expenses and RPR-related Engineer's Subcontractors' and Subconsultants' charges, if any. Standard Hourly Rates are set forth in Appendix 2, Standard Hourly Rates Schedule.
  2. The total compensation under this paragraph is estimated to be \$208,000 based upon 30 hours per week RPR services, Monday through Friday, over a 365 day construction schedule.
- B. Compensation for Reimbursable Expenses
1. For those Reimbursable Expenses that are directly related to the provision of RPR services and are not already accounted for in the compensation for Basic Services, Owner shall reimburse Engineer, using the rates set forth in Appendix 1, Reimbursable Expense Schedule, to this Exhibit J when applicable.
  2. Such Reimbursable Expenses include, to the extent RPR-related, the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
  3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to RPR services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 1.05.
- C. Other Provisions Concerning Payment
1. Whenever Engineer is entitled to compensation for the RPR-related charges of Engineer's Subcontractors and Subconsultants, that compensation will be the amounts

billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of **1.05**.

2. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. Estimated Compensation Amounts
  - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
  - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. The Standard Hourly Rates and the Reimbursable Expenses Schedule will be adjusted annually (as of **January 1**) to reflect equitable changes in the compensation payable to Engineer for RPR-related services and expenses.
5. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES**  
**COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES**

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**ARTICLE 3—COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES**

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 3.01:

**3.01 Compensation for Additional Services—Standard Hourly Rates Method of Payment**

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. For services of Engineer's personnel engaged directly on the Project pursuant to Exhibit A Paragraph 2.01 or 2.02, except for services as a consultant or witness under Exhibit A Paragraph 2.02.A.28 (which if needed will be separately negotiated based on the nature of the required consultation or testimony), an amount equal to the cumulative hours charged by each class of Engineer's personnel providing such Additional Services times Standard Hourly Rates for each applicable billing class, plus Additional Services-related Reimbursable Expenses and Additional Services-related Engineer's Subcontractors' and Subconsultants' charges, if any.
- B. Compensation for Reimbursable Expenses
1. For those Reimbursable Expenses that are directly related to the provision of Additional Services, and are not already accounted for in the compensation for Basic Services or RPR-related services, Owner shall reimburse Engineer, using the rates set forth in Appendix 1 to this Exhibit J when applicable.
  2. Such Reimbursable Expenses include, to the extent Additional Services-related, the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
  3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of **1.05**.
- C. Other Provisions Concerning Payment for Additional Services
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of **1.05**.
  2. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. The Standard Hourly Rates and the Reimbursable Expenses Schedule will be adjusted annually (as of **January 1**) to reflect equitable changes in the compensation payable to Engineer for Additional Services-related services and expenses.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES**

**APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE**

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Reimbursable Expenses are subject to review and adjustment per Exhibit J. Rates and charges for Reimbursable Expenses as of the date of the Agreement are: **See next page.**



## Schedule of Reimbursable Expenses

2024

**Per Unit Expenses:**

Automobile Travel, rate per mile                      Standard IRS Business Mileage Rate

**Items invoiced at actual cost include:**

Postage, Express Delivery, Copies  
Travel and Living Expenses

**Items invoiced at actual cost plus 5%, due to additional contract administration:**

Consultants and Subcontracted Services  
Expendable Supplies and Services (purchased directly in support of the project)  
Rented or Leased Equipment

• Rates in US dollars and in effect through December 28, 2024

hdrinc.com    1000, Oakbrook Drive Suite 200, Ann Arbor, Michigan 48104

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## EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

### APPENDIX 2: STANDARD HOURLY RATES SCHEDULE

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B. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit J and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Exhibit J.

C. Schedule: Hourly rates for services performed on or after the date of the Agreement are: **See next page.**



**Schedule of Hourly Professional Service  
Billing Rates**

**2024**

<u>Position</u>	<u>Billing Rates</u>		
Project Support	\$45	-	\$91
Technical Support	\$89	-	\$140
CAD or Designer	\$49	-	\$102
Senior CAD or Designer	\$89	-	\$139
Engineer/Scientist in Training	\$89	-	\$141
Engineer/Scientist	\$139	-	\$183
Senior Engineer/Scientist	\$179	-	\$235
Project Manager	\$149	-	\$228
Senior Project Manager	\$225	-	\$299
Technical Consultant	\$128	-	\$174
Senior Technical Consultant	\$171	-	\$299
Project Principal/Principal Engineer	\$300	-	\$355

- Rates in US dollars and in effect through December 28, 2024
- Labor rates for additional specialty consulting services (e.g. expert witness testimony, etc.) provided upon request.
- HDR will, on occasion, utilize contract employees on projects in order to accommodate schedules and peak workload. Contract employee will be invoiced at the standard HDR rate corresponding to their position classification.

**An annual escalation rate of 3.5% shall apply each January.**

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**Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.  
Appendix 2: Standard Hourly Rates Schedule.**

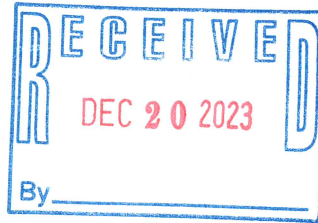
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Ironwood, Michigan 49938

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City of Ironwood City Council,

Gogebic Community College is requesting a "Special Event" rate for water usage incurred at Mt. Zion December 15-17 for the ISOC National Championships held here in Ironwood. The event drew thousands of spectators from all over the US and internationally. The increase in visitors contributed to additional revenue for Ironwood businesses and the surrounding communities. Due to the unseasonably warm weather preceding the event, we had to use metered hydrant water to back fill our ponds to continue making snow. We thank the city staff that came out on short notice to hook up the hydrant and allow this event to happen. Without the support of the Ironwood, this event would not have been possible.

Sincerely,

A handwritten signature in blue ink that reads 'Chad Lashua'.

Chad Lashua  
Vice President of Business Services  
Gogebic Community College