CHARTER TOWNSHIP OF YPSILANTI BOARD OF TRUSTEES

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DEBBIE SWANSON
JIMMIE WILSON, JR.

MARCH 16, 2021

Work Session – 5:00pm
Regular Meeting – 7:00 p.m.

Ypsilanti Township Civic Center
7200 S. Huron River Drive
Ypsilanti, MI 48197

DEPARTMENTAL REPORTS

WASHTENAW COUNTY
OFFICE OF THE SHERIFF

2201 Hogback Road ◆ Ann Arbor, Michigan 48105-9732 ◆ **OFFICE** (734) 971-8400 ◆ **FAX** (734) 973-4624 ◆ **EMAIL** sheriffinfo@ewashtenaw.org

JERRY L. CLAYTON
SHERIFF

MARK A. PTASZEK
UNDERSHERIFF

To: Brenda Stumbo, Ypsilanti Township Supervisor
From: Shane Peltier, Police Services Lieutenant
Cc: Mike Radzik, Ypsilanti Township Police Administrator & Ypsilanti Township Board
Keith Flores, WCSO Police Services Commander, Nancy Hansen, WCSO Police Services Captain
Date: March 5, 2021
Re: February 2021 Police Services Monthly Report

SUMMARY:
During the month of February 2021, there were 2,757 calls for service in Ypsilanti Township, a 9% decrease in calls for service as compared to February 2020.

OPERATIONS
During February 2021, Patrol Operations responded to calls for service, conducted traffic enforcement, and completed criminal investigations in support of our citizen's quality of life.

The month of February showed an increase in home invasions of 25% (10 compared to 8 in 2020). In many of these incidents a domestic relationship and unauthorized entry were common. The best prevention methods for a typical residential home invasion are to keep all windows and doors locked (including vehicles in the driveway), including deadbolts, while away from home. External lighting and visual deterrents such as "Beware of Dog" or alarm signage also discourages criminals.

In February we took three reports of breaking and entering's (non-residential buildings). Compared to February 2020 this was a 300% increase (0 reports taken in February 2020). Out of these three B&E reports, two of them were attempted (not successful) and one was completed. In the two attempted B&E reports, the suspect(s) attempted to gain entry to a building, but were unable to get in.

A decrease of robberies was found during the month of February - 2 compared to 4 in 2020 (a 50% decrease).

A decrease in vehicle thefts (UDAAs) was also found this month, 8 compared to 14 in 2020 (a 43% decrease). Many of these vehicle thefts occurred by the suspect gaining entry to an unlocked vehicle. Citizens are reminded to lock all vehicle doors and keep ignition keys in separate and secure areas in order to prevent such thefts. Valuables, if left in a vehicle, should be placed in a concealed location. The following website provides further information regarding the reduction of potential for theft of your vehicle, common vehicles targeted, and further information.

https://www.nhtsa.gov/road-safety/vehicle-theft-prevention

YOUTH INITIATIVE
The Sheriff's Office continues to partner with courts, probation and social services to ensure that there is accountability beyond Sheriff's Office contact with the offenders that are consistently involved in crimes. From a year to date perspective, comparing 2021 to the same period in 2020, our juvenile

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offenses and complaints are up 8.33% (from 24 to 26) and our runaway complaints are down 25%, 6 in 2021 compared to 8 in 2020.

COMMUNITY ACTION TEAM

The purpose of the Community Action Team (CAT) is to respond to situations involving or with a nexus of drugs, guns, or violence. The team focuses on the timely assessment and response to tips they receive from our community and community problems identified through crime pattern analysis.

CAT collaboration with the Michigan Department of Corrections in reference to parole compliance contributes to effective monitoring and management of parolees who live in our community. Timely and efficient response to tips regarding parolee misconduct combined with regular unannounced home visits are expected by the parolees that reside in Ypsilanti Township and surrounding areas.

For any violent crime tips related to guns, gang activity or violence in general please call 734-661-9034.

WASHTENAW ALERT (EVERBRIDGE)

As a reminder for residents they can sign up for "Up-to-the-minute updates" from the Washtenaw County Sheriff's Office by email or cell phone at www.washtenaw.org/alerts

HOUSE WATCH

If you plan on being gone for a period of time sign your house up for house checks. The house watch form can be found at: https://www.washtenaw.org/1743/House-Watch

NEW FACES

The Sheriff's Office is hiring! We continue to hire highly qualified, motivated and diverse people that are committed to pursuing our mission: Creating public safety, providing quality service, and building strong and sustainable communities.

If you are interested in joining us in serving your community in Police Services, Corrections, Communications, Emergency Services or Community Corrections please check us out at: https://www.washtenaw.org/1124/Sheriff

We have rewarding career opportunities available for those seeking a profession with a greater purpose.

Out of Area Time

For: 02/01/2021 thru 02/28/2021

Patrol Area	Reporting Area	Username	Location	Activity Category	Incident Number	Comments	Start Time	Duration in Minutes	Start Date
YPSILANTI TWP	ANN ARBOR TWP	WDRICHARDSONJ	S UNIVERSITY AVE/WASHTENAW AV	BACKUP DISPATCHED CALLS	210012890	PER SGT BEEVER, UDAA AND VEHCILE PURISUIT SEETING UP PERIMETER	18:00:00	5	2/28/2021
YPSILANTI TWP	AUGUSTA TWP	WDPORTERT	JUDD RD	BACKUP DISPATCHED CALLS	210006878	HEAD TOWARDS TROOPER ASKING FOR BACKUP TO STEP IT UP WHILE UNSECURE ON A SUICIDAL PER SGT CRATSENBURG	21:00:00	10	2/2/2021
YPSILANTI TWP	MACARTHUR BLVD CONTRACT	WDBALLARDJ	MACARTHUR BLVD	BACKUP DISPATCHED CALLS	210006422	REX REQUESTING BACKUP CLEAR THRU SGT FOX/ DISORDERLY/FAMILY TROUBLE	10:40:00	20	2/1/2021
YPSILANTI TWP	MACARTHUR BLVD CONTRACT	WDCOUCKED	STAMFORD CT	BACKUP DISPATCHED CALLS	210009102	PER 622; FACILITATE SUBJECTS LEAVING LOCATION. POSSIBLE FA	20:50:00	15	2/11/2021
YPSILANTI TWP	MACARTHUR BLVD CONTRACT	WDCOUCKED	MACARTHUR BLVD	BACKUP DISPATCHED CALLS	210006646	PER 622, UNITS CALLED SECURED; possible fa	02:00:00	5	2/2/2021
YPSILANTI TWP	MACARTHUR BLVD CONTRACT	WDCOUCKED	MACARTHUR BLVD	BACKUP DISPATCHED CALLS	210010182	PER 627; POSSIBLE STABBING; UNITS CLEARED ONLY INTOX	21:45:00	5	2/16/2021
YPSILANTI TWP	MACARTHUR BLVD CONTRACT	WDCOUCKED	STAMFORD CT/STAMFORD RD	BACKUP DISPATCHED CALLS	210011055	PER 622; SECURED SUSPECT VEHICLE	21:00:00	15	2/20/2021
YPSILANTI TWP	MACARTHUR BLVD CONTRACT	WDERBESJ	MACARTHUR BLVD	BACKUP DISPATCHED CALLS	210009633	ASSIST FIRE DEPT PER SGT. PENNINGTON	00:30:00	5	2/14/2021
YPSILANTI TWP	MACARTHUR BLVD CONTRACT	WDERBESJ	MACARTHUR BLVD	BACKUP DISPATCHED CALLS	210007245	ASSAULT BATTERY PER SGT. WALLACE	01:45:00	10	2/4/2021
YPSILANTI TWP	MACARTHUR BLVD CONTRACT	WDHILOBUKT	MACARTHUR BLVD	BACKUP DISPATCHED CALLS	210006646	BU SUPERIOR UNITS ON FA PER SGT. CRATSENBURG	02:01:00	4	2/2/2021
YPSILANTI TWP	MACARTHUR BLVD CONTRACT	WDLEWISN	MACARTHUR BLVD	BACKUP DISPATCHED CALLS	210009817	DEPUTY HALL AND WOOLLAMS TOOK THE CALL/ DEPUTIES BUSY WITH A SHOOTING / PER SGT. PENNINGTON	23:28:00	12	2/14/2021
YPSILANTI TWP	MACARTHUR BLVD CONTRACT	WDLUKEC	MACARTHUR BLVD	BACKUP DISPATCHED CALLS	210007779	PER 623, ASSIST WITH BOL OF DISORDERLY SUBJECT. SUBJECT WAS GOA	05:45:00	15	2/6/2021
YPSILANTI TWP	MACARTHUR BLVD CONTRACT	WDMIZERK	MACARTHUR BLVD	BACKUP DISPATCHED CALLS	210006422	CHECKED TO MAKE SURE OTHER DEPTUIES ON SCENE WERE SECURE PER 629 APPROVAL TO ASSIST SUPERIOR UNITS WITH A DOMESTIC CALL	10:40:00	15	2/1/2021
YPSILANTI TWP	MACARTHUR BLVD CONTRACT	WDMIZERK	MACARTHUR BLVD	BACKUP DISPATCHED CALLS	210009077	ASSIST BLVD CAR WITH BOL FOR DV SUSPECT. OK PER-629 FOR DV IN PROGRESS	18:10:00	20	2/11/2021
YPSILANTI TWP	MACARTHUR BLVD CONTRACT	WDPORTERT	MACARTHUR BLVD	BACKUP DISPATCHED CALLS	210008077	BU SUT DEPS ON DEATH WHERE LOTS OF FAMILY STARTED SHOWING UP - PER SGT FOX	14:00:00	120	2/7/2021
YPSILANTI TWP	MACARTHUR BLVD CONTRACT	WDPORTERT	MACARTHUR BLVD	BACKUP DISPATCHED CALLS	210009077	BACKUP DV WITH GUN AND MULTIPLE FAMILY MEMBERS INVOLVEDPER SGT FOX	18:10:00	20	2/11/2021
YPSILANTI TWP	MACARTHUR BLVD CONTRACT	WDPORTERT	MACARTHUR BLVD	BACKUP DISPATCHED CALLS	210006523	BU SUT UNITS ON DV WHEN S1 FLED THEN RESISTED DURING ARREST PER SGT FOX	17:15:00	45	2/1/2021
YPSILANTI TWP	MACARTHUR BLVD CONTRACT	WDRICHARDSONJ	STAMFORD CT	BACKUP DISPATCHED CALLS	210012841	PER Sgt. 628 HELP WITH SEARCH WARRANT 21-12677	13:45:00	25	2/28/2021
YPSILANTI TWP	MACARTHUR BLVD CONTRACT	WDRICHARDSONJ	STA 6	DETAIL		PER SGT 628, HELP WITH SEARCH WARRANT 21-12677. PER 628, BRIEFING AT STATION 6.	13:15:00	30	2/28/2021
YPSILANTI TWP	MACARTHUR BLVD CONTRACT	WDRUSSELLT	MACARTHUR BLVD	BACKUP DISPATCHED CALLS	210009077	OK'D BY SGT FOX / ASSIST BLVD CAR / UNIT SECURE	18:10:00	20	2/11/2021
YPSILANTI TWP	MACARTHUR BLVD CONTRACT	WDRUSSELLT	MACARTHUR BLVD	BACKUP DISPATCHED CALLS	210010143	OK'D BY 626 / UNIT SECURE	17:20:00	15	2/16/2021
YPSILANTI TWP	MACARTHUR BLVD CONTRACT	WDVANDUSSENK	STAMFORD CT	BACKUP DISPATCHED CALLS	210009102	APPROVED PER SGT CRATS / SUT CAR ASKING FOR EMERGENCY TRAFFIC AND MORE CARS	20:50:00	5	2/11/2021
YPSILANTI TWP	MACARTHUR BLVD CONTRACT	WDVANDUSSENK	MACARTHUR BLVD	BACKUP DISPATCHED CALLS	210006646	BACKED ON FA APPROVED PER SGT CRATS	02:00:00	5	2/2/2021
YPSILANTI TWP	MACARTHUR BLVD CONTRACT	WDWILLIAMSS	STAMFORD CT	BACKUP DISPATCHED CALLS	210011158	SGT FOX SUICIDAL ASSIST AS BACK UP CAR	11:35:00	25	2/21/2021
YPSILANTI TWP	MACARTHUR BLVD CONTRACT	WDWILLIAMSS	MACARTHUR BLVD	BACKUP DISPATCHED CALLS	210010143	F/A / SGT ARTS I drove to the scene exited my vehicle. When I exited my vehicle I walked up to the scene and provided scene security while the superior unit conducted an interview. Aftere the interivew was complete I walked back to my vehicle, entered my vehicle and drove back to Ypsilanti Twp.	17:20:00	20	2/16/2021
YPSILANTI TWP	MACARTHUR BLVD CONTRACT	WDWILLIAMSS	MACARTHUR BLVD	BACKUP DISPATCHED CALLS	210006523	ASSIST SUP CARS / DV PER SGT FOX	17:20:00	45	2/1/2021
YPSILANTI TWP	PITTSFIELD TOWNSHIP	WDVANDUSSENK	WASHTENAW AVE	DISPATCHED CALLS	210012086	APPROVED PER SGT FOX / BACKED ON FIGHT	07:45:00	60	2/25/2021
YPSILANTI TWP	PITTSFIELD TOWNSHIP	WDVANDUSSENK	NB US23/E BEMIS RD	DISPATCHED CALLS	210012278	APPROVED PER SGT CRATS / BACKED ON FLEE AND ELUDE	00:05:00	95	2/26/2021
YPSILANTI TWP	SUPERIOR TWP	WDBALLARDJ	STATION 1	FOLLOW-UP		FARO 3D SCENE/VIDEO/ SCENE TO FOR DB PER LT. MAROCCO	12:30:00	70	2/17/2021
YPSILANTI TWP	SUPERIOR TWP	WDBALLARDJ	STATION 2	FOLLOW-UP		FARO DATA REGISTER SCENE 21-9053, APPROVED BY LT. MAROCCO FOR DB	09:30:00	105	2/16/2021
YPSILANTI TWP	SUPERIOR TWP	WDBALLARDJ	W CLARK RD/GREEN RD	DISPATCHED CALLS	210010657	FARO SCAN SCENE PER LT MAROCCO	09:50:00	220	2/19/2021
YPSILANTI TWP	SUPERIOR TWP	WDBETTSI	RIDGE RD	BACKUP DISPATCHED CALLS	210011401	HOME INVASION - RES RESTRAINING S1 - SGT BYNUM	10:55:00	0	2/22/2021

Out of Area Time

For: 02/01/2021 thru 02/28/2021

YPSILANTI TWP	SUPERIOR TWP	WDBLANDC	W CLARK RD/GREEN RD	BACKUP DISPATCHED CALLS	210010657	assisted with securing scene / first arrival / neighborhood canvass / briefing DB of initial findings. Sgt Thompson approval	08:01:00	119	2/19/2021
YPSILANTI TWP	SUPERIOR TWP	WDCORRIEP	MACARTHUR BLVD	BACKUP DISPATCHED CALLS	210007245	PER SGT WALLACE ASSIST TO BACK UP SUPERIOR UNITS DUE TO OTHER UNITS BEING ON ANOTHER CALL	01:40:00	15	2/4/2021
YPSILANTI TWP	SUPERIOR TWP	WDCOUCKED	RIDGE RD	BACKUP DISPATCHED CALLS	210010886	PER 622 BOL SUBJECT THAT FLED FROM MSP	04:10:00	20	2/20/2021
YPSILANTI TWP	SUPERIOR TWP	WDERBESJ	KNOLLWOOD BND	BACKUP DISPATCHED CALLS	210009813	BACKUP SHOOTING PER SGT PENNINGTON	21:40:00	145	2/14/2021
YPSILANTI TWP	SUPERIOR TWP	WDERBESJ	E MICHIGAN AVE/N PROSPECT ST	BACKUP DISPATCHED CALLS	210007201	BACKUP FOR FOOT PURSUIT PER SGT. WALLACE	21:05:00	40	2/3/2021
YPSILANTI TWP	SUPERIOR TWP	WDHILOBUKT	MACARTHUR BLVD	BACKUP DISPATCHED CALLS	210010182	BU SUPERIOR UNITS/CALL CAME OUT AS FA/TONE DROP/CANCELLED ON WAY/21-10182/ SGT. HOUK	21:46:00	1	2/16/2021
YPSILANTI TWP	SUPERIOR TWP	WDKORONAM	STAMFORD CT/STAMFORD RD	BACK-UP TRAFFIC STOP	210011055	SUSPECT FLED FROM VEHICLE STOP OK PER SGT CRATSENBURG	21:05:00	10	2/20/2021
YPSILANTI TWP	SUPERIOR TWP	WDLEWISN	KNOLLWOOD BND	BACKUP DISPATCHED CALLS	210009813	PER SGT. PENNINTON TO ASSIST WITH A SHOOTING	21:40:00	60	2/14/2021
YPSILANTI TWP	SUPERIOR TWP	WDLEWISN	WILTSHIRE DR	BACKUP DISPATCHED CALLS	210007224	PER SGT. PENNINGTON, FIRE	23:05:00	10	2/3/2021
YPSILANTI TWP	SUPERIOR TWP	WDLEWISN	E MICHIGAN AVE/N PROSPECT ST	BACKUP DISPATCHED CALLS	210007201	PER SGT. PENNINGTON. BLVD CAR ONE TAKING OFF. CAUGHT IN CITY.	21:05:00	25	2/3/2021
YPSILANTI TWP	SUPERIOR TWP	WDLEWISN	LEFORGE RD/W CLARK RD	BACKUP DISPATCHED CALLS	210012981	PER SGT. WALLACE SHOTS HEARD	04:25:00	20	3/1/2021
YPSILANTI TWP	SUPERIOR TWP	WDMIZERK	W CLARK RD/GREEN RD	BACKUP DISPATCHED CALLS	210010657	ASSIST SUPERIOR TWP WITH DEATH INVESTIGATION. OK PER 624 SECURED SCENE AND OBSERVED FOR PTO PURPOSES.	08:15:00	20	2/19/2021
YPSILANTI TWP	SUPERIOR TWP	WDRICHARDSONJ	RIDGE RD	BACKUP DISPATCHED CALLS	210011401	PER 623, ASSISTED FARMER AND REX FOR DV	10:45:00	25	2/22/2021
YPSILANTI TWP	SUPERIOR TWP	WDRIEBOLDTR	STAMFORD CT	BACKUP DISPATCHED CALLS	210007982	DISP: BOL THE S1 VEHICLE / UTL / HIT AND RUN CALL / APPROVED BY SGT. CRATSENBURG	23:50:00	15	2/6/2021
YPSILANTI TWP	SUPERIOR TWP	WDRIEBOLDTR	RIDGE RD	BACKUP DISPATCHED CALLS	210010886	BU SUPERIOR/YPSI UNITS/ 21-10886/ SGT.CRATSENBURG/ TRACKED FOOTPRINTS/ UTL	04:05:00	25	2/20/2021
YPSILANTI TWP	SUPERIOR TWP	WDROYJ	KNOLLWOOD BND	BACKUP DISPATCHED CALLS	210009813	DISPATCHED TO SHOOTING IN SUPERIOR PER SGT PENNINGTON	21:45:00	200	2/14/2021
YPSILANTI TWP	SUPERIOR TWP	WDROYJ	MACARTHUR BLVD	BACKUP DISPATCHED CALLS	210007245	BACK UP ON POSSIBLE DV IN PROGRESS. ALSO HAD A SHOOTING CALLED IN AT THE SAME TIME. PER SGT WALLACE BOTH CALLS UNFOUNDED	01:45:00	15	2/4/2021
YPSILANTI TWP	SUPERIOR TWP	WDROYJ	MACARTHUR BLVD/STAMFORD RD	BACKUP DISPATCHED CALLS	210009426	ASSIST DEPUTY BLAND FOR ACCIDENT CRASH PER SGT WALLACE	06:10:00	35	2/13/2021
YPSILANTI TWP	SUPERIOR TWP	WDRUSSELLT	RIDGE RD	BACKUP DISPATCHED CALLS	210010886	SGT CRATS AND MSP CHASING ONE ON FOOT	04:10:00	15	2/20/2021
YPSILANTI TWP	SUPERIOR TWP	WDSHARROCKM	MACARTHUR BLVD	BACKUP DISPATCHED CALLS	210010143	PER 626 ASSIST WITH MAN WITH GUN.SCENE SECURIY	17:20:00	14	2/16/2021
YPSILANTI TWP	SUPERIOR TWP	WDSOYRING	KNOLLWOOD BND	BACKUP DISPATCHED CALLS	210009813	ASSIST WITH TRIPLE SHOOTING - APPROVAL BY SGT. PENNINGTON	21:40:00	215	2/14/2021
YPSILANTI TWP	SUPERIOR TWP	WDWARDB	KNOLLWOOD BND	BACKUP DISPATCHED CALLS	210009813	SHOOTING AND HOSPITAL GUARD PER 630/ PENNINGTON	21:40:00	200	2/14/2021
YPSILANTI TWP	SUPERIOR TWP	WDWARDB	MACARTHUR BLVD	DISPATCHED CALLS	210011832	SWAT SEARCH WARRANT FOR 21-10657	05:50:00	130	2/24/2021
YPSILANTI TWP	SUPERIOR TWP	WDWEBBB	KNOLLWOOD BND	BACKUP DISPATCHED CALLS	210009813	ASSIST IN SHOOTING PER SGT PENNINGTION	21:40:00	230	2/14/2021
YPSILANTI TWP	SUPERIOR TWP	WDWEBBB	MACARTHUR BLVD	BACKUP DISPATCHED CALLS	210007245	ASSIST OTHER UNITS IN AN ASSAULT & BATTERY PER SGT PENNINGTON	01:45:00	25	2/4/2021
YPSILANTI TWP	SUPERIOR TWP	WDWILLIAMSS	W CLARK RD/GREEN RD	BACKUP DISPATCHED CALLS	210010657	SGT. THOMPSON SCENE SECURITY / INTERVIEW	08:15:00	95	2/19/2021
YPSILANTI TWP	SUPERIOR TWP	WDWIONJ	MACARTHUR BLVD	BACKUP DISPATCHED CALLS	210007607	back Farmer per Fox - welfare check at address with history of DV and disorderly	11:36:00	84	2/5/2021
YPSILANTI TWP	SUPERIOR TWP	WDWOOLLAMSJ	KNOLLWOOD BND	BACKUP DISPATCHED CALLS	210009813	ASSIST SUPERIOR TWP DEPUTIES WITH SHOOTING (SGT. PENNINGTON)	21:40:00	60	2/14/2021
YPSILANTI TWP	SUPERIOR TWP	WDWOOLLAMSJ	MACARTHUR BLVD	DISPATCHED CALLS	210009817	HANDLE BLVD CALL BECAUSE SUPERIOR CARS TIED UP ON SHOOTING (SGT. PENNINGTON)	23:30:00	50	2/14/2021
YPSILANTI TWP	YORK TWP	WDKORONAM	GRAY KNOLL RD	BACKUP DISPATCHED CALLS	210008162	ASSIST WITH MAKING CONTACT AT LOCATION - POSSIBLY ARMED SUBJECT AT LOCATION WHO ALLEGEDLY MADE HOMICIDAL STATEMENTS OK PER ST CRATSENBURG	20:30:00	50	2/7/2021
YPSILANTI TWP	YORK TWP	WDKORONAM	PLATT RD/STONY CREEK RD	BACKUP DISPATCHED CALLS	210007934	ASSIST DEPUTY WITH TRAFFIC STOP - SFST'S / MULTIPLE OCCUPANTS OF VEHICLE OK PER SGT CRATSENBURG	21:00:00	20	2/6/2021
YPSILANTI TWP	YPSILANTI CITY	WDROYJ	S HURON ST/SPRING ST	BACK-UP TRAFFIC STOP	210007226	BACK ERBES YERGINS sgt pennington	23:15:00	10	2/3/2021
YPSILANTI TWP	YPSILANTI CITY	WDRUSSELLT	E MICHIGAN AVE	DISPATCHED CALLS	210010845	YPD OFC REQUEST ANOTHER UNIT AS I WAS DRIVING BY / UNIT SECURE	23:00:00	15	2/19/2021

Out of Area Time

For: 02/01/2021 thru 02/28/2021

YPSILANTI TWP	YPSILANTI CITY	WDSOYRING	E MICHIGAN AVE/N PROSPECT ST	BACK-UP TRAFFIC STOP	210010436	ASSIST DEPUTY LEWIS SEARCH AREA FOR SUSPECT IN FLEEING - SGT WALLACE APPROVAL	23:10:00	30	2/17/2021
YPSILANTI TWP	YPSILANTI CITY	WDSOYRING	N CONGRESS ST/BALLARD ST	TRAFFIC STOP	210012774	UNAVOIDABLE STOP - IMPROPER PLATE	01:25:00	20	2/28/2021
YPSILANTI TWP	YPSILANTI CITY	WDSOYRING	UPON MICHIGAN and AT/NEAR BALL/	CITATIONS	210012774	DWLS	01:45:00	0	2/28/2021
YPSILANTI TWP	YPSILANTI CITY	WDVANDUSSENK	S HURON ST/SPRING ST	TRAFFIC STOP	210008167	TRAFFIC / WRONG WAY DRIVER	20:45:00	5	2/7/2021
YPSILANTI TWP	YPSILANTI CITY	WDWEBBB	W MICHIGAN AVE	DISPATCHED CALLS	210009750	ASSIST LT MURHPY PBT ISSUE OK SGT CAMPBELL	16:10:00	45	2/14/2021
YPSILANTI TWP	YPSILANTI CITY	WDWEBBB	MAUS AVE/S PROSPECT ST	TRAFFIC STOP	210009575	TRAFFIC STOP VEHICLE RAN RED LIGHT IN FRONT OF ME AT INTERSECTION OF MAUS AND PROSPECT	19:35:00	10	2/13/2021
YPSILANTI TWP	YPSILANTI CITY	WDWEBBB	S HURON ST/SPRING ST	TRAFFIC STOP	210012556	OWI ARREST/ST JOES BLOOD DRAW/UOFM PES/ LOG EVIDENCE	02:40:00	35	2/27/2021
							Sum:	**3,239**	

Into Area Time

For: 02/01/2021 thru 02/28/2021

Patrol Area	Reporting Area	Username	Location	Activity Category	Incident Number	Comments	Start Time	Duration in Minutes	Start Date
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDBLANDC	MONTROSE AVE	BACKUP DISPATCHED CALLS	210012291	Ypsi units were far out. Dispatched due to closest unit. Sgt. Cratsenburg approval. UTL	04:00:00	20	2/26/2021
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDBLANDC	HARVEY PL	DISPATCHED CALLS	210007242	follow up for ypsi twp case 20-69516. approved by sgt wallace to leave area for follow up.	01:15:00	20	2/4/2021
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDFARMERH	APPLERIDGE ST	BACKUP DISPATCHED CALLS	210007641	sgt fox permission/assist ypsi twp DV arrest	15:28:00	32	2/5/2021
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDGOMBOSJ	GEORGE PL	BACKUP DISPATCHED CALLS	210008663	BACK YPT UNITS ON CALL DUE TO NO BACK UP UNITS IN YPT PER PENNINGTON. REPORT OF DV AND SHOTS FIRED	22:10:00	40	2/9/2021
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDHOWARDS	N FORD BLVD	BACKUP DISPATCHED CALLS	210012960	WAS CLOSE TO POSSIBLE SHOTS FIRED / APPROVED BY SGT. WALLACE	22:55:00	15	2/28/2021
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDREXB	EILEEN AVE	BACKUP DISPATCHED CALLS	210011675	DISP: RESPONDED TO SHOTS FIRED/PURSUIT OF AWIM SUSPECT/ TERMINATED AND RESPONDED BACK TO PATROL AREA. SGT BEEVER	14:20:00	15	2/23/2021
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDREXB	APPLERIDGE ST	BACKUP DISPATCHED CALLS	210007641	DISP: ASSIST YPT UNITS REF DV SUSPECT BARRIADED/ PER SGT FOX	15:20:00	30	2/5/2021
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDRIEBOLDTR	N HARRIS RD	BACKUP DISPATCHED CALLS	210010623	DISP: ASSISTED YPSI TWP. UNITS WITH A POSSIBLE SHOOTING / APPROVED BY SGT. PENNINGTON	01:15:00	15	2/19/2021
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDRIEBOLDTR	BELMONT DR	BACKUP DISPATCHED CALLS	210007549	DISP: ASSISTED DEPUTIES WITH CLEARING A RESIDENCE WITH A POSSIBLE SUSPECT INSIDE / APARMENT CLEARED / APPROVED BY SGT. PENNINGTON	03:20:00	15	2/5/2021
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDSIRIANNIJ	RUSSELL ST	BACKUP DISPATCHED CALLS		CHECKED BLVD REFERENCE ARMED ROBBERY IN YPT / WAS IN AREA WHEN CALL CAME OUT, BOL ECORSE TO BYPASS. APPROVED BY SGT. WALLACE	22:30:00	20	2/17/2021
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDSIRIANNIJ	HUNTER AVE/WENDELL AVE	DISPATCHED CALLS	210007447	CHECK AREA / UNITS ALREADY IN AREA CHECKING SHOTS HEARD REF. 21-7441 / NO YPSI UNITS IN AREA OR AVAILABLE / APPROVED BY SGT. PENNINGTON	20:00:00	30	2/4/2021
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDURBANS	CONCORD DR	K9 DETAIL	210006811	SGT FOX APPROVED K9 TRACKING MISSING EDP CHILD	17:00:00	30	2/2/2021
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDURBANS	E MICHIGAN AVE/N PROSPECT ST	K9 DETAIL	210010439	CFS; K9 TRACKING FLEEING T/S; SGT CRATSENBURG APPROVED	23:15:00	30	2/17/2021
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDURBANS	WENDELL AVE/HOLMES RD	K9 DETAIL	210012204	AOA K9 VEHICLE NARC SEARCH SGT FOX APPROVED	16:45:00	30	2/25/2021
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDVANDERROESTB	N PROSPECT ST/THOMAS ST	BACKUP DISPATCHED CALLS	210008231	Z23 WORKING OWI DETAIL IN YPSI CALLED FOR ETO ON TRAFFIC STOP. I RESPONDED TO BU. SGT CRATSENBURG	01:45:00	5	2/8/2021
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDWIONJ	fall river	BACKUP DISPATCHED CALLS		21-8851 - held over from days - dv standoff suspect hiding inside 622 and 623 on scene	20:01:00	61	2/10/2021
SCIO TWP	YPSILANTI TWP	WDBALLOUD	EILEEN AVE	BACKUP DISPATCHED CALLS	210011675	EVIDENCE TECH PER ID 620	14:45:00	75	2/23/2021
							Sum:	**483**	

February 2021 Ypsilanti Twp. Monthly Call Report (WD)
City:Ypsilanti Twp-YPT

Search Criteria: (This report counts for offenses but excludes UCR status of 'Unfounded'.)	
Month:	February
Year:	2021
City:	Ypsilanti Twp-YPT

February 2021 Ypsilanti Twp. Monthly Call Report (WD)

City:Ypsilanti Twp-YPT

		All Offenses that were Attempted or Completed						ARRESTS					
								ADULT		JUV		Total	
CLASS	Description	Feb/2021	Feb/2020	% CHG	YTD 2021	YTD 2020	% CHG	Feb/2021	YTD	Feb/2021	YTD	Feb	YTD
09001	MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	0	0%	0	2	-100%	0	0	0	0	0	0
09002	NEGLIGENT HOMICIDE/MANSLAUGHTER (INVOLUNTARY)	0	0	0%	0	0	0%	1	1	0	0	1	1
10001	KIDNAPPING/ABDUCTION	0	2	-100%	2	2	0%	0	1	0	0	0	1
11001	SEXUAL PENETRATION PENIS/VAGINA -CSC IST DEGREE	1	0	0%	3	3	0%	0	0	0	0	0	0
11004	SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	0	2	-100%	0	3	-100%	0	0	0	0	0	0
11006	SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	0	0	0%	0	1	-100%	0	0	0	0	0	0
11008	SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	0	1	-100%	1	3	-66.6%	0	0	0	0	0	0
12000	ROBBERY	2	4	-50%	5	11	-54.5%	0	0	0	0	0	0
13001	NONAGGRAVATED ASSAULT	34	40	-15%	77	80	-3.75%	13	30	0	0	13	30
13002	AGGRAVATED/FELONIOUS ASSAULT	19	22	-13.6%	52	44	18.18%	7	18	0	0	7	18
13003	INTIMIDATION/STALKING	1	4	-75%	4	7	-42.8%	0	0	0	0	0	0
20000	ARSON	1	0	0%	1	0	0%	0	0	0	0	0	0
21000	EXTORTION	0	0	0%	0	1	-100%	0	0	0	0	0	0
22001	BURGLARY -FORCED ENTRY	11	9	22.22%	21	16	31.25%	0	1	0	0	0	1
22002	BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	2	0	0%	3	0	0%	0	1	0	0	0	1
23002	LARCENY -PURSESNATCHING	0	1	-100%	0	2	-100%	0	0	0	0	0	0
23003	LARCENY -THEFT FROM BUILDING	7	13	-46.1%	22	26	-15.3%	0	1	0	0	0	1
23005	LARCENY -THEFT FROM MOTOR VEHICLE	17	17	0%	35	27	29.62%	0	0	0	0	0	0
23006	LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	3	1	200%	5	3	66.66%	0	1	0	0	0	1
23007	LARCENY -OTHER	7	3	133.3%	12	11	9.090%	0	0	0	0	0	0

February 2021 Ypsilanti Twp. Monthly Call Report (WD)

City:Ypsilanti Twp-YPT

		All Offenses that were Attempted or Completed						ARRESTS					
								ADULT		JUV		Total	
CLASS	Description	Feb/2021	Feb/2020	% CHG	YTD 2021	YTD 2020	% CHG	Feb/2021	YTD	Feb/2021	YTD	Feb	YTD
24001	MOTOR VEHICLE THEFT	6	11	-45.4%	35	18	94.44%	0	2	0	0	0	2
24002	MOTOR VEHICLE, AS STOLEN PROPERTY	2	3	-33.3%	6	6	0%	0	1	1	2	1	3
24003	MOTOR VEHICLE FRAUD	0	0	0%	0	1	-100%	0	0	0	0	0	0
25000	FORGERY/COUNTERFEITING	0	4	-100%	1	11	-90.9%	0	0	0	0	0	0
26001	FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	8	9	-11.1%	16	17	-5.88%	0	0	0	0	0	0
26002	FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	4	7	-42.8%	9	12	-25%	0	0	0	0	0	0
26005	FRAUD -WIRE FRAUD	3	0	0%	7	1	600%	0	0	0	0	0	0
26007	FRAUD - IDENTITY THEFT	6	2	200%	16	5	220%	0	0	0	0	0	0
27000	EMBEZZLEMENT	1	0	0%	1	8	-87.5%	0	0	0	0	0	0
28000	STOLEN PROPERTY	3	0	0%	6	1	500%	1	2	0	0	1	2
29000	DAMAGE TO PROPERTY	11	19	-42.1%	44	38	15.78%	4	6	0	1	4	7
30001	RETAIL FRAUD -MISREPRESENTATION	0	0	0%	0	4	-100%	0	0	0	0	0	0
30002	RETAIL FRAUD -THEFT	7	20	-65%	19	42	-54.7%	0	1	0	0	0	1
30003	RETAIL FRAUD -REFUND/EXCHANGE	0	0	0%	1	0	0%	0	0	0	0	0	0
35001	VIOLATION OF CONTROLLED SUBSTANCE ACT	10	6	66.66%	12	13	-7.69%	5	5	0	0	5	5
35002	NARCOTIC EQUIPMENT VIOLATIONS	0	2	-100%	2	5	-60%	0	0	0	0	0	0
37000	OBSCENITY	0	2	-100%	0	2	-100%	0	0	0	0	0	0
52001	WEAPONS OFFENSE- CONCEALED	3	6	-50%	7	11	-36.3%	1	2	0	0	1	2
52003	WEAPONS OFFENSE -OTHER	2	2	0%	7	7	0%	1	1	0	0	1	1
72000	ANIMAL CRUELTY	4	1	300%	5	1	400%	0	0	0	0	0	0
	Group A Totals	**175**	**213**	**-17.8%**	**437**	**445**	**-1.79%**	**33**	**74**	**1**	**3**	**34**	**77**
22003	BURGLARY - UNLAWFUL ENTRY (NO INTENT)	0	0	0%	0	1	-100%	0	0	0	0	0	0
26006	FRAUD -BAD CHECKS	0	0	0%	0	4	-100%	0	0	0	0	0	0
36004	SEX OFFENSE -OTHER	0	1	-100%	0	1	-100%	0	0	0	0	0	0

February 2021 Ypsilanti Twp. Monthly Call Report (WD)

City:Ypsilanti Twp-YPT

		------- All Offenses that were Attempted or Completed -------						---------- A R R E S T S ----------					
								ADULT		JUV		Total	
CLASS	Description	Feb/2021	Feb/2020	% CHG	YTD 2021	YTD 2020	% CHG	Feb/2021	YTD	Feb/2021	YTD	Feb	YTD
38001	FAMILY -ABUSE/NEGLECT NONVIOLENT	4	4	0%	6	8	-25%	0	0	0	0	0	0
38003	FAMILY -OTHER	0	1	-100%	0	1	-100%	0	0	0	0	0	0
41002	LIQUOR VIOLATIONS -OTHER	1	2	-50%	4	3	33.33%	0	0	0	0	0	0
42000	DRUNKENNESS	0	1	-100%	0	1	-100%	0	0	0	0	0	0
48000	OBSTRUCTING POLICE	13	8	62.5%	28	17	64.70%	0	0	0	1	0	1
49000	ESCAPE/FLIGHT	0	1	-100%	0	1	-100%	0	0	0	0	0	0
50000	OBSTRUCTING JUSTICE	8	7	14.28%	19	15	26.66%	2	4	0	0	2	4
53001	DISORDERLY CONDUCT	2	1	100%	4	4	0%	0	0	0	0	0	0
54001	HIT and RUN MOTOR VEHICLE ACCIDENT	0	0	0%	1	1	0%	0	0	0	0	0	0
54002	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	18	9	100%	30	27	11.11%	13	23	0	0	13	23
55000	HEALTH AND SAFETY	1	0	0%	2	0	0%	0	0	0	0	0	0
57001	TRESPASS	1	0	0%	3	2	50%	0	0	0	0	0	0
58000	SMUGGLING	2	1	100%	2	2	0%	1	1	0	0	1	1
70000	JUVENILE RUNAWAY	2	5	-60%	6	8	-25%	0	0	0	0	0	0
73000	MISCELLANEOUS CRIMINAL OFFENSE	1	0	0%	5	0	0%	0	0	0	0	0	0
	Group B Totals	**53**	**41**	**29.26%**	**110**	**96**	**14.58%**	**16**	**28**	**0**	**1**	**16**	**29**
2800	JUVENILE OFFENSES AND COMPLAINTS	12	12	0%	26	24	8.333%	0	0	0	0	0	0
2900	TRAFFIC OFFENSES	16	12	33.33%	35	27	29.62%	0	0	0	0	0	0
3000	WARRANTS	27	51	-47.0%	48	104	-53.8%	15	26	0	0	15	26
3100	TRAFFIC CRASHES	106	109	-2.75%	182	207	-12.0%	0	1	0	0	0	1
3200	SICK / INJURY COMPLAINT	150	127	18.11%	339	292	16.09%	0	0	0	0	0	0
3300	MISCELLANEOUS COMPLAINTS	645	633	1.895%	1382	1302	6.144%	0	0	0	0	0	0
3500	NON - CRIMINAL COMPLAINTS	710	684	3.801%	1603	1461	9.719%	2	2	0	0	2	2
3700	MISCELLANEOUS TRAFFIC COMPLAINTS	718	812	-11.5%	1131	1735	-34.8%	0	0	0	0	0	0
3800	ANIMAL COMPLAINTS	40	40	0%	86	92	-6.52%	0	0	0	0	0	0

February 2021 Ypsilanti Twp. Monthly Call Report (WD)

City:Ypsilanti Twp-YPT

		------- All Offenses that were Attempted or Completed -------						---------- A R R E S T S ----------					
								ADULT		JUV		Total	
CLASS	Description	Feb/2021	Feb/2020	% CHG	YTD 2021	YTD 2020	% CHG	Feb/2021	YTD	Feb/2021	YTD	Feb	YTD
3900	ALARMS	99	125	-20.8%	185	278	-33.4%	0	0	0	0	0	0
	Group C Totals	**2523**	**2605**	**-3.14%**	**5017**	**5522**	**-9.14%**	**17**	**29**	**0**	**0**	**17**	**29**
4000	HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	1	-100%	1	2	-50%	0	0	0	0	0	0
4200	PARKING CITATIONS	0	3	-100%	2	4	-50%	0	0	0	0	0	0
4300	LICENSE / TITLE / REGISTRATION CITATIONS	0	0	0%	1	2	-50%	0	0	0	0	0	0
4500	MISCELLANEOUS A THROUGH UUUU	11	23	-52.1%	36	82	-56.0%	0	0	0	0	0	0
	Group D Totals	**11**	**27**	**-59.2%**	**40**	**90**	**-55.5%**	**0**	**0**	**0**	**0**	**0**	**0**
5000	FIRE CLASSIFICATIONS	0	0	0%	1	0	0%	0	0	0	0	0	0
5100	18A STATE CODE FIRE CLASSIFICATIONS	1	1	0%	1	1	0%	0	0	0	0	0	0
	Group E Totals	**1**	**1**	**0%**	**2**	**1**	**100%**	**0**	**0**	**0**	**0**	**0**	**0**
6000	MISCELLANEOUS ACTIVITIES (6000)	17	57	-70.1%	52	108	-51.8%	0	0	0	0	0	0
6100	MISCELLANEOUS ACTIVITIES (6100)	81	97	-16.4%	191	181	5.524%	0	0	0	0	0	0
6300	CANINE ACTIVITIES	2	10	-80%	9	17	-47.0%	0	0	0	0	0	0
6500	CRIME PREVENTION ACTIVITIES	5	5	0%	8	11	-27.2%	0	0	0	0	0	0
6600	COURT / WARRANT ACTIVITIES	2	0	0%	2	1	100%	0	0	0	0	0	0
6700	INVESTIGATIVE ACTIVITIES	15	19	-21.0%	53	42	26.19%	0	0	0	0	0	0
	Group F Totals	**122**	**188**	**-35.1%**	**315**	**360**	**-12.5%**	**0**	**0**	**0**	**0**	**0**	**0**
	City : Ypsilanti Twp Totals	**2885**	**3075**	**-6.17%**	**5921**	**6514**	**-9.10%**	**66**	**131**	**1**	**4**	**67**	**135**

JERRY L. CLAYTON
SHERIFF

YPSILANTI TOWNSHIP MONTHLY POLICE SERVICES DATA
February 2021

Incidents	Month 2021	Month 2020	% Change	YTD 2021	YTD 2020	% Change
Traffic Stops	621	749	-17%	927	1536	-40%
Citations	257	532	-52%	443	1218	-64%
Drunk Driving (OWI)	16	7	129%	25	19	32%
Drugged Driving (OUID)	2	2	0%	5	6	-17%
Calls for Service Total	2757	3028	-9%	5579	6274	-11%
Calls for Service *(Traffic stops and non-response medicals removed)*	1794	1945	-8%	3926	4009	-2%
Robberies	2	4	-50%	5	10	-50%
Assaultive Crimes	55	64	-14%	132	131	1%
Home Invasions	10	8	25%	20	14	43%
Breaking and Entering's	3	0	+	4	1	300%
Larcenies	34	36	-6%	74	70	6%
Vehicle Thefts	8	14	-43%	40	24	67%
Traffic Crashes	86	93	-8%	137	182	-25%
Medical Assists	50	59	-15%	107	114	-6%
Animal Complaints *(ACO Response)*	15	12	25%	34	27	26%

In/Out of Area Time	Month *(minutes)*	YTD *(minutes)*
Into Area Time	483	1654
Out of Area Time	3239	8098
Investigative Ops (DB)	22855	59860
Secondary Road Patrol	330	2133
County Wide	240	300

+ = Positive Change
- = Negative Change

	Hours Accum.	Hours Used	Balance
Banked Hours	824	TBD	941.5

Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE•YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK HEATHER JARRELL ROE • TREASURER STAN ELDRIDGE TRUSTEES: JOHN P. NEWMAN II • GLORIA PETERSON • DEBBIE SWANSON • JIMMIE WILSON, JR.

WORK SESSION AGENDA
CHARTER TOWNSHIP OF YPSILANTI
TUESDAY, MARCH 16, 2021

5:00pm

1. RECOMMENDATION OF TOWNSHIP MILLAGE LEVIES FOR POLICE, FIRE, ENVIRONMENTAL SERVICES AND BSRII FOR AUGUST 2021 ELECTION…… …..SUPERVISOR STUMBO
   CLERK JARRELL ROE
   TRUSTEE NEWMAN
   JAVONNA NEEL, ACCOUNTING DIRECTOR

2. AGENDA REVIEW ……..SUPERVISOR STUMBO

3. OTHER DISCUSSION ..... BOARD MEMBERS

Supervisor
BRENDA L. STUMBO
Clerk
HEATHER JARRELL ROE
Treasurer
STAN ELDRIDGE
Trustees
JOHN P. NEWMAN II
GLORIA PETERSON
DEBBIE SWANSON
JIMMIE WILSON, JR.

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Charter Township of Ypsilanti

Clerk's Office

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-4700
Fax: (734) 484-5156

MEMORANDUM

To: Ypsilanti Township Board of Trustees

From: The Millage Committee
Brenda Stumbo, John Newman II, Heather Jarrell Roe

Date: March 11th, 2021

Subject: ***Explanation and Descriptions of proposed millages to be placed on the August 3rd, 2021 ballot.***

Ypsilanti Township has levied millages for many years to provide services to our residents. The last voter approved tax millage proposals were in 2016. Those resolutions were unanimously passed are attached hereto for reference. The voters of Ypsilanti Township largely supported each of the millage proposals, allowing the township to maintain essential services to our residents. Those four millages are now expiring and our board must place new millages on the August 2021 ballot for voter consideration, in order to continue services.

The recommendation and philosophy the committee took into consideration for the four proposed millage rates were to maintain all services which cover the following

- Garbage, recycling, yard waste
- Fire protection
- Police protection
- Recreation, parks and roads

Our community has endured many challenging times over the years with the effects of the 2008 housing crisis and most recently, the financial strain caused by the COVID-19 pandemic. We understand times have been worrisome and want to help our residents by maintaining tax rates without losing security, safety or community enriching services.

The committee reviewed forecasts for each fund. The committee agreed that by moving .25 mils from the police services millage to the environmental refuse services

millage, the township would be able to provide all the same services without increasing the total millage collected. This would ***not*** decrease the number of contracted deputies.

The committee is requesting the board approve presenting the proposed millage rates to our residents. It is important to provide our residents the opportunity to voice their thoughts. We will host informational sessions and provide information to the local neighborhood groups in order to gather feedback from the community. All information will be brought back to the board for final consideration and vote. The final proposed language must be to the County Clerk's Office no later than April 27th, 2021.

Proposal	Current Rate	Proposed Rate	Example on taxable value of $100,000.00	Notes
Fire	3.1250	3.1250	$313.00	
Police	5.9500	5.700	$570.00	.25 shift to environmental services. Still maintains same number of contracted deputies
Recreation, Bike Path, Sidewalk, Roads, Parks, General Operations Fund	1.0059	1.0059	$101.00	
Garbage, Refuse Collection, Recycling, Composting, Disposal of Solid Waste, Energy Conservation, Alternative Energy, Water Quality and Environmental Protection	2.1550	2.4050	$240.50	.25 increase for new service contract
	12.2359	12.2359	$1,224.50	

cc: Files

Environmental Services Fund 226 - Five Year Forecast Summary

	2018 Actual	2019 Actual	2020 Unauditec	2021 Budget	2022 Forecast	2023 Forecast	2024 Forecast	2025 Forecast
Tax Revenue	2,537,193	2,694,184	2,904,552	2,966,361	3,386,821	3,386,242	3,378,358	3,396,992
Other Revenue	38,551	44,820	24,425	2,000	2,000	2,000	2,000	2,000
Total Revenue	**2,575,744**	**2,739,004**	**2,928,977**	**2,968,361**	**3,388,821**	**3,388,242**	**3,380,358**	**3,398,992**
Wages & Fringes	295,297	275,509	340,639	309,001	325,352	341,772	357,194	373,800
Operational	76,360	101,185	96,008	118,102	112,310	115,177	117,829	120,561
Waste Management Contractual	2,168,631	2,235,320	2,302,653	2,646,418	2,752,927	2,863,794	2,979,203	3,099,348
Yard Waste, Tire, Misc Disposal	161,084	198,616	258,560	171,450	176,624	181,954	187,445	193,103
Capital	-	61,597	-	-	-	-	-	-
Total Expenditures	**2,701,372**	**2,872,227**	**2,997,860**	**3,244,971**	**3,367,213**	**3,502,696**	**3,641,671**	**3,786,811**
NET OF REVENUES/APPROPRIATIONS	(125,628)	(133,223)	(68,883)	(276,610)	21,608	(114,454)	(261,313)	(387,819)
BEGINNING FUND BALANCE	1,367,573	1,241,945	1,108,722	1,039,840	763,230	784,838	670,384	409,070
ENDING FUND BALANCE	**1,241,945**	**1,108,722**	**1,039,840**	**763,230**	**784,838**	**670,384**	**409,070**	**21,251**
FUND BAL. AS % BDGT	48.2%	40.5%	35.5%	25.7%	23.2%	19.8%	12.1%	0.6%

Jneel 9/23/2020 Revised 2/19/21

Waste Management Contract Oct 1 to Sept 30 starting 2020 Increase 4% each year for 5 years ending September 30 2025 - Budget calculated using 3 months one rate and 9 months at next rate		OLD Contract 7/1/2019 to 6/30/2020	10/1/20 to 9/30/21	10/1/21 to 9/30/22	10/1/2022 to 9/30/23	10/1/23 to 9/1/2024	10/1/2024 to 9/30/2025
Type	Unit		Per unit $	Per unit $	Per unit $	Per unit $	Per unit $
Refuse Contract	15,116	6.95	8.00	8.32	8.65	9.00	9.36
Recycle Contract	15,116	2.04	2.85	2.96	3.08	3.21	3.33
Yard Waste Pick Up	15,116	2.12	2.20	2.29	2.38	2.47	2.57
		11.11	13.05	13.57	14.11	14.68	15.27

01/05/2021 BSRII Fund 212 Long-Term Budget Forecast

GL NUMBER	DESCRIPTION	Active 2018	Active 2019	Unaudited 2020	Budget 2021	Forecast 2022	Forecast 2023	Forecast 2024	Forecast 2025

BSRII Fund 212 - Five Year Forecast Summary

	2018 Actual	2019 Actual	2020 Unadited	2021 Budget	2022 Forecast	2023 Forecast	2024 Forecast	2025 Forecast
Tax Revenue	1,186,857	1,257,499	1,356,251	1,384,583	1,416,522	1,416,274	1,412,934	1,420,669
Transfer IN	433,000	327,000	321,000	315,000	307,500	181,650	177,000	175,500
Other Revenue	84,181	419,860	289,578	734,400	10,000	10,000	10,000	10,000
Total Revenue	**1,704,038**	**2,004,359**	**1,966,829**	**2,433,983**	**1,734,022**	**1,607,924**	**1,599,934**	**1,606,169**
Operational	-	-	998	2,300	2,000	2,000	2,000	2,000
Professional & Contractual	21,936	65,530	19,050	45,735	20,000	20,000	50,000	20,000
Recreation Program	-	-	3,370	-	-	-	-	-
Repairs & Maint & Equipment	35,707	38,754	14,967	40,000	40,000	40,000	40,000	40,000
Highways/Street/Drains	43,786	55,562	41,616	50,000	50,000	50,000	50,000	50,000
Transfer out to Other Funds	660,000	600,000	618,519	667,540	605,000	605,000	605,000	605,000
Capital	442,951	493,544	581,784	991,130	445,000	680,000	395,000	155,000
Debt Service	666,250	654,250	642,250	630,000	615,000	363,300	354,000	351,000
Total Expenditures	**1,870,630**	**1,907,640**	**1,922,554**	**2,426,705**	**1,777,000**	**1,760,300**	**1,496,000**	**1,223,000**
NET OF REVENUES/APPROPRIATIONS	(166,592)	96,719	44,275	7,278	(42,978)	(152,376)	103,934	383,169
BEGINNING FUND BALANCE	424,161	257,569	354,288	398,563	405,841	362,863	210,487	314,421
ENDING FUND BALANCE	**257,569**	**354,288**	**398,563**	**405,841**	**362,863**	**210,487**	**314,421**	**697,590**
FUND BAL. AS % BDGT	15.1%	17.7%	20.3%	16.7%	20.9%	13.1%	19.7%	43.4%

Millage Rates	*2018 Rev* Certified 2017	*2019 Rev* Certified 2018	*2020 Rev* Certified 2019	*2021 Rev* Certified 2020	*2022 Rev* Forecast 2021	*2023 Rev* Forecast 2022	*2024 Rev* Forecast 2023	*2025 Rev* Forecast 2024
BSRII Election date 11/18/16 rate 1.0059	0.9966	0.9966	0.9865	0.9837	0.9958	0.9858	0.9759	0.9731
Revised Jneel 2/19/21								

FIRE FUND
FORECAST 2022 - 2025

01/11/2021	FIRE Long-Term Budget Forecast			Unaudited					
		ACTIVE	ACTIVE	ACTIVE	BUDGET	FORECAST	FORECAST	FORECAST	FORECAST
GL NUMBER	DESCRIPTION	2018	2019	2020	2021	2022	2023	2024	2025

Fire Fund 206 - Five Year Forecast Summary

	2018 Actual	2019 Actual	2020 Unadited	2021 Budget	2022 Forecast	2023 Forecast	2024 Forecast	2025 Forecast
Pension Tax Revenue	1,418,644	1,722,956	1,820,176	-	-	-	-	-
Pension Other Tax Revenue	3,355	6,054	8,823	-	-	-	-	-
Tax Revenue	3,669,542	3,891,657	4,198,964	4,301,822	4,400,777	4,400,104	4,389,810	4,414,133
Other Tax Revenue	20,665	25,953	22,304	16,000	6,000	6,000	6,000	6,000
Capital Tax Revenue	-	627,127	676,948	-	-	-	-	-
Capital Other Tax Revenue	-	-	-	-	-	-	-	-
Other Revenue	58,306	54,841	475,356	5,250	4,250	4,250	4,250	4,250
Total Revenues	**5,170,512.00**	**6,328,588.00**	**7,202,571.00**	**4,323,072.00**	**4,411,027.00**	**4,410,354.00**	**4,400,060.00**	**4,424,383.00**
Wages & Fringes	2,836,383	2,988,795	3,190,491	3,296,554	3,589,891	3,600,674	3,863,714	3,854,283
Operational	558,743	695,722	635,940	672,722	618,175	659,250	627,831	632,564
Civil	4,612	9,028	9,002	14,700	14,700	14,700	14,700	14,700
Pension	1,412,536	1,766,038	2,262,010	-	-	-	-	-
Capital	521,504	543,362	549,368	-	-	-	-	-
Total Expenditures	**5,333,778**	**6,002,945**	**6,646,811**	**3,983,976**	**4,222,767**	**4,274,625**	**4,506,245**	**4,501,547**
NET OF REVENUES/APPROPRIATIONS	(163,266)	325,643	555,760	339,096	188,260	135,729	(106,185)	(77,164)
BEGINNING FUND BALANCE	749,975	586,709	912,352	1,468,112	1,584,879	1,773,139	1,908,868	1,802,683
				(222,329)				
ENDING FUND BALANCE	586,709	912,352	1,468,112	1,584,879	1,773,139	1,908,868	1,802,683	1,725,519
FUND BAL. AS % BDGT	11.3%	14.4%	20.4%	36.7%	40.2%	43.3%	41.0%	39.0%

RED USES PRIOR YEAR FUND BALANCE

ADJUSTMENT TO FIRE CAPITAL fund 217 & PENSION Fund 216

Jneel Revised 2/19/21

Millage Rates	*2018 Rev* Certified 2017	*2019 Rev* Certified 2018	*2020 Rev* Certified 2019	*2021 Rev* Certified 2020	*2022 Rev* Forecast 2021	*2023 Rev* Forecast 2022	*2024 Rev* Forecast 2023	*2025 Rev* Forecast 2024
Fire Election Date 11/18/16 rate 3.1250	3.0962	3.0962	3.0649	3.0563	3.0937	3.0627	3.0320	3.0235
Fire Pension	1.2000	1.3712	1.3300					
Fire Capital 2018 ELECTION .5000		0.5000	0.4949					

02/09/2021 Long-Term Budget Forecast

GL NUMBER	DESCRIPTION	Active 2018	Active 2019	Unaudited 2020	Budget 2021	Forecast 2022	Forecast 2023	Forecast 2024	Forecast 2025

Law Enforcement Fund 266 - Five Year Forecast Summary

		2018 Actual	2019 Actual	2020 Unaudited	2021 Budget	2022 Forecast	2023 Forecast	2024 Forecast	2025 Forecast
	Tax Revenue	6,973,119	7,411,812	7,990,591	8,190,676	8,027,147	8,025,983	8,007,349	8,051,724
	Other Tax	42,632	37,201	38,158	11,630	11,630	11,630	11,630	11,630
	Ordinance Revenue	-	-	253,713	283,000	151,500	271,500	272,000	272,000
	Other Revenue	87,492	169,536	407,114	28,500	25,000	25,000	25,000	25,000
	Total Revenue	**7,103,243**	**7,618,549**	**8,689,576**	**8,513,806**	**8,215,277**	**8,334,113**	**8,315,979**	**8,360,354**
1Director, .25 ExAdim, 1FT custodian	301 Wages & Fringes	213,567	226,409	224,341	246,781	267,617	281,579	294,906	309,294
	301 Operational	154,452	127,698	136,946	187,409	189,883	192,597	194,736	196,935
	301 Sheriff	5,860,839	5,957,347	5,908,444	6,446,280	6,489,224	6,663,563	6,759,316	6,856,506
	301 Security	91,625	107,978	56,196	355,000	359,125	363,312	367,562	371,875
	301 Community Program	-	22,750	40,525	230,000	230,000	230,000	230,000	230,000
	301 Capital	59,305	401,406	226,298	731,865	131,864	200,000	-	-
	Expenditures Dept 301 Law Enforce	**6,379,788**	**6,843,588**	**6,592,750**	**8,197,335**	**7,667,713**	**7,931,050**	**7,846,520**	**7,964,610**
2 Sup, .375 ExAdim, 4 Ord Officers, 1 Neighbor Watch, 2 FT Clerical, 1 Temp	304 Wages & Fringes	311,428	400,617	641,150	792,457	819,864	859,918	897,386	937,711
	304 Operational	17,394	14,404	27,852	42,081	42,923	43,781	44,657	45,550
	304 Capital	-	28,000	3,372	5,000	-	-	-	-
	Expenditures Dept 304 Ordinance	**328,822**	**443,021**	**672,374**	**839,538**	**862,786**	**903,699**	**942,043**	**983,261**
	Total Expenditures	**6,708,610**	**7,286,609**	**7,265,124**	**9,036,873**	**8,530,499**	**8,834,749**	**8,788,563**	**8,947,871**
RED USES PRIOR YEAR FUND BALANCE	NET OF REVENUES/APPROPRIATIONS	394,633	331,940	1,424,452	(523,067)	(315,222)	(500,636)	(472,584)	(587,517)
	BEGINNING FUND BALANCE	1,877,316	2,271,949	2,603,889	4,028,341	3,505,274	3,190,052	2,689,416	2,216,832
	ENDING FUND BALANCE	**2,271,949**	**2,603,889**	**4,028,341**	**3,505,274**	**3,190,052**	**2,689,416**	**2,216,832**	**1,629,316**
	FUND BAL. AS % BDGT	32.0%	34.2%	46.4%	41.2%	38.8%	32.3%	26.7%	19.5%

Millage Rates	*2018 Rev* Certified 2017	*2019 Rev* Certified 2018	*2020 Rev* Certified 2019	*2021 Rev* Certified 2020	*2022 Rev* Forecast 2021	*2023 Rev* Forecast 2022	*2024 Rev* Forecast 2023	*2025 Rev* Forecast 2024
Police Elect date 11/18/16 rate 5.9500	5.8952	5.8952	5.8356	5.8192	5.6430	5.5865	5.5306	5.5151

Proposed August 2021 election 5.7000 mills
.99 projected Headlee Rollback each year from 2021 to 2025
Jneel 2-17-2021

Ypsilanti Charter Township Millage Information

MILLAGE COMMITTEE: BRENDA STUMBO, JAVONNA NEEL, JOHN P NEWMAN III, HEATHER JARRELL ROE

Key Priorities Identified

- Maintain services to residents
  - The committees goal was to maintain essential services and continue with all current services.
- Maintain overall voted millage rate from 2016, 12.2359
    - Fire
    - Police Services
    - Environmental Services
    - BSR II

History in Ypsilanti Township

- Historically, in Ypsilanti Township, the Township Board members have always fought to maintain services, and to keep taxes low.
  - 2008
  - Schools
  - Sinking funds
  - County Millages
  - Current COVID-19
- The Millage Committee wanted to maintain sensitivity to the community members and the various other millages their tax dollars cover. Discussion over these topics led our committee to holding firm in the will to maintain the same total millage rates as levied previously.

Millage Background and Definition

- A millage is a levy, based on property value
- Currently 1 "mil" in Ypsilanti Township generates approximately 1.4 million dollars of revenue at the current taxable values
- When determining appropriate millage rates, a *forecast* is generated using historical and current data to project fund balances and monetary needs to provide services
- Revenue generated by a millage, may only be used for the specific items listed within the ballot language that is voted on
- Proposed millages, if approved, will be levied for four (4) years

Environmental Millage

- Garbage, Refuse Collection, Recycling, Composting, Disposal of Solid Waste, Energy Conservation, Alternative Energy, Water Quality and Environmental Protection
- Discussion over the increase in cost for all services
- Ypsilanti Township was the first municipality in Washtenaw County to have mandatory recycling ordinance
- Ypsilanti Township participates in the Washtenaw Regional Recycling Management Authority (WRRMA)
- Conversation with the county to assist in improving our recycled materials
- Important to refresh our interest, education and participation in recycling
- Possible *future* Eastern Washtenaw Recycle Center
- Proposed Millage Rate = **2.4050**

Police Services

- Law enforcement services, community policing, neighborhood watch services and ordinance enforcement
- Discussion over the safety and security of our neighborhoods
- History of Police Service Unit fluctuation
- Review of Police Service Units over the last few years
- National challenge to fulfill police officer roles
- Contracted with Washtenaw County Sheriffs Office
- Extremely healthy fund balance
  - Budgeted numbers versus fulfilled numbers
  - 2017-2020 review
- Proposed Millage Rate = **5.7**

Fire Protection

- Fire protection, prevention, rescue services and equipment reserves
- Discussion of services, revenues and expenditures
- Proposed Millage Rate = **3.125**

BSR II

- Recreation and park facilities, bike paths, repair of sidewalks, roads and general operating purposes
- Discussion of services, revenues and expenditures
- Capital projects
- Proposed Millage Rate = **1.0059**

Proposed Rates Prior and Suggested

Proposal	Current Rate	Proposed Rate	Example on taxable value of $100,000.00	Notes
Fire	3.1250	3.1250	$313.00	
Police	5.9500	5.700	$570.00	.25 shift to environmental services. Still maintains same number of contracted deputy's
Recreation, Bike Path, Sidewalk, Roads, Parks, General Operations Fund	1.0059	1.0059	$101.00	
Garbage, Refuse Collection, Recycling, Composting, Disposal of Solid Waste, Energy Conservation, Alternative Energy, Water Quality and Environmental Protection	2.1550	2.4050	$240.50	.25 increase for new service contract
	12.2359	12.2359	$1,224.5	

Questions?

REVIEW AGENDA

A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

OTHER DISCUSSION

A. BOARD MEMBERS HAVE THE OPPORTUNITY TO DISCUSS ANY OTHER PERTINENT ISSUES

Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE•YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK HEATHER JARRELL ROE • TREASURER STAN ELDRIDGE TRUSTEES: JOHN P. NEWMAN II • GLORIA PETERSON • DEBBIE SWANSON • JIMMIE WILSON, JR.

THIS MEETING WILL BE CONDUCTED ELECTRONICALLY. PLEASE USE THE INSTRUCTIONS BELOW OR VISIT YTOWN.ORG

REGULAR MEETING AGENDA

TUESDAY, MARCH 16, 2021
7:00 P.M.

1. CALL TO ORDER

2. PUBLIC COMMENTS (THREE MINUTES PER PERSON)

3. CONSENT AGENDA

   A. MINUTES OF THE MARCH 2, 2021 WORK SESSION AND REGULAR MEETING

   B. STATEMENTS AND CHECKS

      1. STATEMENTS AND CHECKS FOR MARCH 16, 2021 IN THE AMOUNT OF $659,660.02
      2. CLARITY HEALTHCARE DEDUCTIBLE ACH EFT FOR FEBRUARY 2021 IN THE AMOUNT OF $61,253.69
      3. CLARITY HEALTHCARE ADMIN FEE FOR FEBRUARY 2021 IN THE AMOUNT OF $1,216.50

   C. TREASURER'S REPORT FEBRUARY 2021

4. ATTORNEY REPORT

   A. GENERAL LEGAL UPDATE

OLD BUSINESS

1. 2ND READING OF RESOLUTION 2021-11, PROPOSED ORDINANCE 2021-495, AN ORDINANCE AMENDING ORDINANCE 2020-490 EXTENDING THE TIME PERIOD OF PROHIBITING RECREATIONAL MARIJUANA ESTABLISHMENTS IN YPSILANTI TOWNSHIP AS PROVIDED BY THE RECREATIONAL MARIJUANA BALLOT INITIATIVE 1 OF 2018 FOR ONE YEAR DUE TO COVID
   (1ST READING HELD AT THE FEBRUARY 16, 2021 REGULAR MEETING)

NEW BUSINESS

1. REQUEST OF PROPERTY OWNERS MARK R. AND LINDA S. GIRARD TO TERMINATE THE PA 116 FARMLAND DEVELOPMENT RIGHTS AGREEMENT FOR THE 57 ACRES LOCATED AT 7200 AND 7300 BUNTON RD.

2. RESOLUTION 2021-12, APPROVING CONTRACT WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION FOR ADDITIONAL WORK ON US-12 AND M-17

3. REQUEST TO APPROVE THE 7TH AMENDMENT TO THE CRYSTAL PONDS MASTER DEED

4. REQUEST TO APPROVE REPAIRS TO FIRE ENGINE 14-7 IN THE AMOUNT OF $10,195.92 BUDGETED IN LINE ITEM 206-206-000-863-004

5. REQUEST TO APPROVE PROFESSIONAL ENGINEERING DESIGN SERVICES WITH OHM FOR FORD BLVD. SIDEWALK IMPROVEMENTS IN THE AMOUNT OF $19,900.00 BUDGETED IN LINE ITEM #212-212-000-818-006

6. REQUEST APPROVAL FOR AAA AUTO PARTS AND SERVICE TO BE DESIGNATED AS THE PREFERRED VEHICLE REPAIR SHOP FOR TOWNSHIP VEHICLE REPAIRS LESS THAN $1000.00

7. RESOLUTION 2021-13, 2021 LAND AND WATER CONSERVATION FUND GRANT FOR CLUBVIEW PARK

8. REQUEST AUTHORIZATION FOR CIRCUIT COURT LITIGATION TO ABATE PUBLIC NUISANCES BY PADLOCKING AT 1777 W. MICHIGAN AVE., 649 N. IVANHOE AND 1148 FALL RIVER BUDGETED IN LINE #101-950-000-801-023

9. REQUEST AUTHORIZATION FOR CIRCUIT COURT LITIGATION TO ABATE PUBLIC NUISANCES LOCATED AT 505 HOLMES RD. AND 1636 S. PASADENA ST. BUDGETED IN LINE ITEM #101-950-000-801-023

AUTHORIZATIONS AND BIDS

1. REQUEST TO SEEK SEALED BIDS FOR LOON FEATHER POINT PARK RENOVATION PROJECT

OTHER BUSINESS

BOARD MEMBER UPDATES

PUBLIC COMMENTS

CONSENT AGENDA

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MARCH 2, 2021 WORK SESSION

Supervisor Stumbo called the meeting to order at approximately 5:00 p.m. on a Zoom Virtual Board meeting.

Members Present: Supervisor Stumbo, Clerk Heather Jarrell Roe, and Treasurer Eldridge
Trustees: Gloria Peterson, Debbie Swanson, John Newman, Jimmie Wilson, Jr. (arrived 5:10PM)

(All members stated that they were present in Ypsilanti Township)

Members Absent: none

Legal Counsel: Wm. Douglas Winters

AGENDA REVIEW

PUBLIC COMMENTS (THREE MINUTES PER PERSON)

CONSENT AGENDA

A. **MINUTES OF THE FEBRUARY 16, 2021 WORK SESSION AND REGULAR MEETING**

B. **STATEMENTS AND CHECKS**

1. **STATEMENTS AND CHECKS FOR MARCH 2, 2021 IN THE AMOUNT OF $1,142,589.05**

ATTORNEY REPORT

A. **GENERAL LEGAL UPDATE**

OLD BUSINESS

1. **2ND READING OF RESOLUTION 2021-05, PROPOSED ORDINANCE 2021-494, AN ORDINANCE AMENDING THE CODE OF ORDINANCES CHAPTER 37 LIQUOR** (1st READING HELD AT THE FEBRUARY 2, 2021 REGULAR MEETING)

Michael Radzik, OCS Director explained the changes to the Resolution. He said changes that were made from the 1st reading were as directed by the Board at the February 2, 2021 meeting. He said that Supervisor Stumbo recommended that we add something in the Resolution which addresses the problems the township has been experiencing with unlicensed premises that hold events at leased out spaces for parties where alcohol is involved and there are violations with the state liquor law. He said this will need to be approved by our Attorney.

Attorney Winters stated they will discuss the ways that might be more effective for addressing this issue than adding it to the Resolution. He said it belongs in the Township code but he will look into where he believes it will be most effective possibly in zoning.

Michael Radzik stated we could strike this from the 2nd reading and if we need to make an amendment later we could.

2. **REQUEST TO APPROVE UPDATED LIQUOR LICENSE APPLICATION** (TABLED AT THE FEBRUARY 2, 2021 REGULAR MEETING)

Treasurer Eldridge said everything that was ask to be added or changed at the previous meeting was done.

Clerk Jarrell Roe stated they have two applicants who used the old application and wanted to confirm that they would proceed under the old process.

NEW BUSINESS

1. **REQUEST APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE ANN ARBOR YMCA FOR 2021 SUMMER CAMP PROGRAMS**

Supervisor Stumbo stated Attorney Winters has reviewed it and Deputy Clerk Stanfield is working on the certificate of insurance.

Trustee Newman asked what the income for the Township would be for providing the facility for the Ann Arbor YMCA Summer Camp.

Supervisor Stumbo stated residents will pay a fee to the Ann Arbor YMCA and Ypsilanti Township will receive 10% of the fees minus any scholarship.

Michael Hoffmeister stated the lease fee is $300.00 per week or 10% whichever is greater and that is an increase from 2020 since they have increased the amount of space the YMCA will be using.

Attorney Winters stated the YMCA should sign the agreement first and then the Supervisor and Clerk on behalf of the Board.

Trustee Peterson asked how many kids would be able to attend the summer camp.

Michael Hoffmeister stated it was 6 to 20 kids per week and they will be divided into different pods for social distancing.

Clerk Jarrell Roe said that her office has been working to improve the process of retaining contracts in a timely manner.

2. **REQUEST AUTHORIZATION TO WAIVE THE FINANCIAL POLICY AND PURCHASE A 2021 FORD EXPEDITION THROUGH THE MIDEAL GOVERNMENT FLEET SERVICES FOR THE FIRE DEPARTMENT IN THE AMOUNT OF $39,471.00 BUDGETED IN LINE ITEM #217-970-000-979-000**

Trustee Swanson asked why the financial policy was waived with this purchase.

Supervisor Stumbo stated we purchase items like this through Mideal which is a State Government service that bids these purchases out for us and we get the best price.

Chief Copeland stated we use Mideal because they get us the best price and is also a quicker process.

Trustee Swanson said she would prefer the Township make purchases from our local community.

Supervisor Stumbo stated that local businesses have the opportunity to bid on Mideal.

3. **REQUEST TO ACCEPT PROPOSAL FROM OHM TO PROVIDE PROFESSIONAL ENGINEERING DESIGN SERVICES FOR PARKING LOT IMPROVEMENTS AT THE HEWITT ROAD FIRE STATION IN A NOT TO EXCEED AMOUNT OF $12,100.00 BUDGETED IN LINE ITEM #217-970-000-971-008**

Supervisor Stumbo stated this was a project that was put on hold due to Covid.

Matt Parks, OHM stated they looked at this project in 2018 when they did the parking lot at the Fire Station on Ford Blvd. He explained the bidding process and if they get acceptable bids they will come back to the Board in late spring with a summer construction schedule for approval.

BOARD MEMBER UPDATES

Treasurer Eldridge stated this was the first time going through a tax season and thanked Mike Saranen, Mike Hoffmeister, Karen Wallin, and Robin Castle-Hine for working the front desk. He also thanked Supervisor Stumbos' staff, Clerk Jarrell Roe and her staff and the RSD staff on the first floor making it easier to get through the tax season. He said he greatly appreciated it.

Trustee Wilson stated the Open Meeting Act was only extended through March 31, 2021 and he wondered if there were any updates extending it to continue to meet virtually.

Attorney Winters stated he spoke with Supervisor Stumbo today because they now are allowing up to 25 people to be in attendance but they are still required to have it available on zoom. He said he thinks they will get more direction in the near future.

Supervisor Stumbo stated the change just came this afternoon and she would need to discuss this with the Treasurer and the Clerk. She said she feels it would be difficult to limit attendance to 25 people and still handle a zoom meeting.

Trustee Wilson stated he would like to continue on zoom until possibly in the summer.

Supervisor Stumbo stated the Water Resource Committee and the Fire Chief would like to do a cleanup day like the one that was done in West Willow. She said this year it would be at the Fire Station. She said Chief Copeland and the County reached an agreement and they have sent over a draft for us to approve.

Chief Copeland stated this would be a dump day where residents could bring items they want to get rid of to the Fire Station and dump them in dumpsters at no charge. He said it would be available for one day for about 4 hours. He said they will pick up the dumpsters by the following day.

Supervisor Stumbo stated the agreement is from March 15, 2021 until December 31, 2021 and can be renewed up to two years.

Trustee Wilson said he helped out in 2018 and the dumpsters where filled pretty quickly. He said it was a successful event.
Trustee Peterson stated that on March 8, 2021 they will have covid vaccines for seniors 65 and older at Christian Tabernacle Baptist Church in Ypsilanti beginning at

10:00am. She said it is available for 200 seniors who live in either the 48197 or 48198 zip code. She said the phone number to call and register is (734) 972-4820 or (734) 545-2109.

Trustee Newman asked if we had enough vaccines.

Supervisor Stumbo stated she didn't think there was enough but she knew that the County is focusing on residents in 48197 and 48198.

Attorney Winters stated he had questioned if the dumpsters quickly fill up can they bring more empty dumpsters during the day.

Trustee Wilson said if there are multiple dates throughout the year that would be helpful.

Supervisor Stumbo said the millage committee met and they hope to bring the recommendation to the Board by the next meeting. She said she worked with the Ann Arbor Board of Realty, Water Resource Commission, and Tajalli and Justin Hodge for a Butterfly Natural Garden at Sugarbrook Park. She said they are trying to get a Grant for that. Supervisor Stumbo stated she and Clerk Jarrell Roe met with AAATA and asked questions regarding continued bus service in Ypsilanti Township. She said she is waiting for a follow up email on what was discussed. She said the Community Center opened March 1, 2021 with the new flooring completed and they were very busy serving residents.

The meeting was adjourned at approximately 6:56PM

Respectfully Submitted,

Heather Jarrell Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MARCH 2, 2021 REGULAR BOARD MEETING

Supervisor Stumbo called the meeting to order at approximately 7:00 p.m. done as Zoom Virtual Board meeting.

Members Present: Supervisor Stumbo, Clerk Heather Jarrell Roe, and Treasurer Eldridge
Trustees: John Newman, Gloria Peterson, Debbie Swanson, and Jimmie Wilson, Jr.
(All members stated that they were present in Ypsilanti Township)

Members Absent: none

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS (THREE MINUTES PER PERSON) - None

CONSENT AGENDA

A. **MINUTES OF THE FEBRUARY 16, 2021 WORK SESSION AND REGULAR MEETING**

B. **STATEMENTS AND CHECKS**

1. **STATEMENTS AND CHECKS FOR MARCH 2, 2021 IN THE AMOUNT OF $1,142,589.05**

A motion was made by Clerk Jarrell Roe, supported by Treasurer Eldridge to Approve the Consent Agenda.

The motion carried unanimously.

ATTORNEY REPORT

A. **GENERAL LEGAL UPDATE**

Attorney Winters said that there was a fire in December on Arbor Circle and there was one gentlemen who backed his truck up to assist neighbors who were trapped on balconies helping them to safety. He said the man sustained some injuries in the process. He said we have so many residents in our community who care for one another on a day to day basis and this is one example of that. He said there was another resident recently who came to the aid of a neighbor who was in need of very serious social services and relocation services to move from the environment they were living in. He said this came about when a concerned neighbor noticed packages being left on the porch, mail not taken in and notified the Sheriffs' Department who along with Ypsilanti Townships' OCS Department helped this resident taken to an environment where they were safe and cared for. He said there are many stories like this happening around us where people are performing acts of kindness that are overlooked because the news is filled with tragedies.

OLD BUSINESS

1. **2ND READING OF RESOLUTION 2021-05, PROPOSED ORDINANCE 2021-494, AN ORDINANCE AMENDING THE CODE OF ORDINANCES CHAPTER 37 LIQUOR** (1st READING HELD AT THE FEBRUARY 2, 2021 REGULAR MEETING)

A motion was made by Clerk Jarrrell Roe, supported by Trustee Wilson to Approve 2nd Reading of Resolution 2021-05, Proposed Ordinance 2021-494, an Ordinance Amending the Code of Ordinances Chapter 37 Liquor (1st Reading Held at the February 2, 2021 Regular Meeting) **(see attached).**

A motion for a friendly amendment was made by Treasurer Eldridge, supported by Trustee Wilson to remove Section 37-32 and Section 37-33 as discussed in the Work Session.

Jarrell Roe……Yes **Eldridge……Yes** **Wilson……..Yes**
Swanson……Yes **Peterson……..Yes** **Newman……Yes**
Stumbo……..Yes

The motion carried unanimously.

2. **REQUEST TO APPROVE UPDATED LIQUOR LICENSE APPLICATION** (TABLED AT THE FEBRUARY 2, 2021 REGULAR MEETING)

A motion was made by Trustee Wilson, supported by Clerk Jarrell Roe to Remove from Table.

Jarrell Roe……Yes **Eldridge……Yes** **Wilson……..Yes**
Peterson……Yes **Swanson……..Yes** **Newman……Yes**
Stumbo……..Yes

A motion was made by Treasurer Eldridge, supported by Trustee Wilson to Approve the Updated Liquor License Application (Tabled at the February 2, 2021 Regular Meeting) **(see attached).**

The motion was carried unanimously.

NEW BUSINESS

1. **REQUEST APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE ANN ARBOR YMCA FOR 2021 SUMMER CAMP PROGRAMS**

A motion was made by Treasurer Eldridge, supported by Trustee Swanson to Approve the Memorandum of Understanding with the Ann Arbor YMCA for 2021 Summer Camp Programs (see attached).

The motion was carried unanimously.

2. **REQUEST AUTHORIZATION TO WAIVE THE FINANCIAL POLICY AND PURCHASE A 2021 FORD EXPEDITION THROUGH THE MIDEAL GOVERNMENT FLEET SERVICES FOR THE FIRE DEPARTMENT IN THE AMOUNT OF $39,471.00 BUDGETED IN LINE ITEM #217-970-000-979-000**

A motion was made by Trustee Peterson, supported by Treasurer Eldridge to Approve to Waive the Financial Policy and Purchase a 2021 Ford Expedition through the Mideal Government Fleet Services for the Fire Department in the Amount of $39,471.00 Budgeted in Line Item #217-970-000-979-000.

The motion was carried unanimously.

3. **REQUEST TO ACCEPT PROPOSAL FROM OHM TO PROVIDE PROFESSIONAL ENGINEERING DESIGN SERVICES FOR PARKING LOT IMPROVEMENTS AT THE HEWITT ROAD FIRE STATION IN A NOT TO EXCEED AMOUNT OF $12,100.00 BUDGETED IN LINE ITEM #217-970-000-971-008**

A motion was made by Treasurer Eldridge, supported by Trustee Swanson to Approve Proposal From OHM for Professional Engineering Design Services for Parking Lot Improvements at the Hewitt Road Fire Station in a not to Exceed Amount of $12,100.00 Budgeted in Line Item #217-970-000-971-008 (see attached).

The motion was carried unanimously.

OTHER BUSINESS

1. **REQUEST TO APPROVE MEMORANDUM OF UNDERSTANDING FOR COMMUNITY CLEAN UP DAY WITH THE WATER RESOURCE COMMISSION**

A motion was made by Trustee Wilson, supported by Treasurer Eldridge to Approve Memorandum of Understanding for Community Clean Up Day with the Water Resource Commission (see attached).

The motion was carried unanimously.

BOARD MEMBER UPDATES

Trustee Wilson stated he has been appointed to the Board of Directors for Habitat for Humanity.

Supervisor Stumbo stated she has been appointed to Chair the Capital Campaign for the proposed YMCA.

A motion was made by Treasurer Eldridge, supported by Clerk Jarrell Roe to Adjourn.

Motion carried unanimously.

The meeting was adjourned at approximately 7:19PM

Respectfully Submitted,

Brenda L. Stumbo, Supervisor	**Heather Jarrell Roe, Clerk**
Charter Township of Ypsilanti	**Charter Township of Ypsilanti**

Charter Township of Ypsilanti

RESOLUTION 2021-05

Amending Chapter 37 of the Ypsilanti Township Code of Ordinances

Whereas, the Township Code of Ordinances, Chapter 37, contains provisions regarding liquor licensing, liquor control enforcement, and liquor inspections: and

Whereas, Chapter 37 was last updated and revised in accordance with adoption of Ordinance No. 2005-360 on August 16, 2005; and

Whereas, the number of new on-premise liquor licenses available to be approved by the Board of Trustees is limited by a quota system mandated by state law and controlled by state liquor control regulations; and

Whereas, the number of on-premise liquor licenses available to be approved by Ypsilanti Township as a local governmental unit of the state is restricted by state law to one license for every 1,500 residents, which currently equates to a total of 36 on-premise liquor licenses based upon 2010 U.S. Census data reporting the Township's population as 53,362 people; and

Whereas, to date, the Board of Trustees has approved a total of 31 new on-premise liquor licenses intended to be used by businesses operating in Ypsilanti Township for the benefit of Township residents; and

Whereas, an analysis of new on-premise liquor licenses previously approved by the Board of Trustees shows that 17 of 31 new on-premise liquor licenses approved by the Board of Trustees and intended for use in Ypsilanti Township, which equals approximately 55% of all licenses granted to applicants, have been sold by the applicant and transferred for use in other local governmental units within Washtenaw County; and

Whereas, in addition to 17 on-premise liquor licenses having been sold and transferred out of Ypsilanti Township, an additional five (5) on-premise liquor licenses in Ypsilanti Township are currently held in escrow and are not being used; and

Whereas, the typical monetary value of an on-premise liquor license asset offered for sale on the open market has been reliably reported to be as much as 80

times more than the current license application fee being charged by Ypsilanti Township; and

Whereas, the 17 new on-premise liquor licenses approved by the Board of Trustees and transferred out for use in other communities continue to be counted in perpetuity against Ypsilanti Township's quota of on-premise liquor licenses in accordance with state law and regulations with no recourse available to retain or recover such licenses to promote future economic development for the benefit Township residents; and

Whereas, in light of the pattern of loss of on-premise liquor licenses and the desire to improve the manner and process used to consider applications for new on-premise liquor licenses, proposed **Ordinance No. 2021-494** attached updates and revises Chapter 37 in its entirety, defines the authority and role of the Township liquor committee, clarifies the application process for various Township departments, updates definitions to align with changes in state law, updates the minimum required contents of a license application, removes application fees and refers to a new fee schedule to be adopted by the Board of Trustees, defines the process and criteria for annual license renewal, and updates the criteria for nonrenewal or revocation of a license.

Now therefore be it resolved that ***Ordinance No. 2021-494*** attached hereto is adopted by reference.

I, Heather Jarrell Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2021-05 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 2, 2021.

Heather Jarrell Roe

Heather Jarrell Roe, Clerk
Charter Township of Ypsilanti

Ordinance No. 2021 – 494

An ordinance amending the Code of Ordinances of the Charter Township of Ypsilanti Chapter 37 Liquor

The Charter Township of Ypsilanti ***ordains*** that the Charter Township Code of Ordinances is amended as follows:

Delete in its entirety **Chapter 37**, entitled **"LIQUOR."**

Add in its entirety the following new **Chapter 37**, entitled **"LIQUOR"** with the following new language:

Chapter 37 - LIQUOR

ARTICLE I - IN GENERAL

Sec. 37-1. – Liquor Committee.

The township liquor committee is comprised of members recommended by the township supervisor and appointed by the township board. The purpose of the liquor committee is to receive and review applications for new and transferred on-premise liquor licenses and associated permits; to receive recommendations from township departments regarding such applications; and to make recommendations to the township board for approval or denial of such licenses. The liquor committee shall seek to meet with qualified applicants and obtain any information it deems appropriate in order to determine the applicant's suitability to be granted a township liquor license, the suitability of the proposed location and facilities where the license would be used, and the long term viability of the applicant's business plan. The liquor committee shall act in the best interests of the community to promote and preserve public health, safety and welfare; to promote economic development and prevent the economic loss of transferable liquor licenses; and to make recommendations for the equitable use of quota-restricted on-premise liquor licenses and permits available for use in the township through the state liquor control commission.

Secs. 37-2 —37-20. – Reserved

ARTICLE II. - LICENSES Sec. 37-21. - Title.

This article shall be known and cited as the Charter Township of Ypsilanti Liquor License Ordinance.

Sec. 37-22. - Purpose.

The purpose of this chapter is to promote and preserve the public peace, health, safety and welfare through the local regulation of the application, transfer, relocation, review, issuance, renewal, and revocation of liquor licenses for liquor establishments to the fullest extent permissible under state law, based upon a recognition of the impact of liquor licenses upon the well being of the community as a whole.

Sec. 37-23. - Required.

No person, firm, corporation, association or partnership (hereinafter "person") shall sell alcoholic liquor or any other beverage defined in section 37-24 below, whether for consumption on or off the premises, within the Charter Township of Ypsilanti (Township), without first obtaining a license as provided by state law. Furthermore, such person shall, in addition to compliance with the requirements of state law, establish compliance with all local building, property maintenance, electrical, mechanical, plumbing, fire, zoning and public health regulations, and obtain a special conditional use permit if required. This shall not apply to special licenses granted by the Michigan Liquor Control Commission for one day events allowed by statute, the procedures for which shall be governed by such statutes.

Sec. 37-24. - Definitions.

(a) *Alcoholic liquor* means any spirituous, vinous, malt, or fermented liquor, powder, liquids, and compounds, whether or not medicated, proprietary, patented, and by whatever name called, containing 1/2 of 1% or more of alcohol by volume that are fit for use for food purposes or beverage purposes as defined and classified by the state liquor control commission.

(b) *Beer* means any beverage obtained by alcoholic fermentation of an infusion or decoction of barley, malt, hops or other cereal in potable water.

(c) *Wine* means the product made by the normal alcoholic fermentation of the juice of sound, ripe grapes, or any other fruit with the usual cellar treatment, and containing not more than 21% of alcohol by volume, including cider made from apples or pears, or both, which contains at least ½ of 1% of alcohol by volume, or mead, or honey wine made from honey, fermented fruit juices other than grapes, and mixed wine drinks.

(d) *Spirits* means any beverage which contains alcohol obtained by distillation, mixed with potable water or other substances, or both, in solution, and includes wine containing an alcoholic content of more than 21 percent by volume, except sacramental wine and mixed spirit drink.

(e) *Alcohol* means the produce of distillation of fermented liquid, whether or not rectified or diluted with water, but does not mean ethyl or industrial alcohol, diluted or not, that has been denatured or otherwise rendered unfit for beverage purposes.

(f) *Sacramental wine* means wine containing not more than 24 percent of alcohol by volume which is used for sacramental purposes.

(g) *Brandy* means alcoholic liquor as defined in Federal Regulations, 27 CFR 5.22d (1980).

(h) *Mixed wine drink* means a drink or similar product marketed as a wine cooler and containing less than seven percent alcohol by volume, consisting of wine and plain, sparkling, or carbonated water and containing any one or more of the following:

(1) Nonalcoholic beverages.

(2) Flavoring.

(3) Coloring materials.

(4) Fruit juices.

(5) Fruit adjuncts.

(6) Sugar.

(7) Carbon dioxide.

(8) Preservatives.

(i) *Mixed spirit drink* means a drink produced and packaged or sold by a mixed spirit drink manufacturer or an outstate seller of mixed spirit drink which contains ten percent or less alcohol by volume consisting of distilled spirits mixed with nonalcoholic beverages or flavoring or color materials and which may also contain water, fruit juices, fruit adjuncts, sugar, carbon dioxide, or preservatives.

(j) *Alcohol vapor device* means any device that provides for the use of air or oxygen bubbled through alcoholic liquor to produce a vapor or mist that allows the user to inhale this alcoholic vapor through the mouth or nose.

Sec. 37-25. - Application for new "on-premises" license.

(a) In addition to such application as may be required by the state liquor control commission for licensing or permitting by the state, applications shall also be made to the township board for a township license to sell or sample alcoholic liquor, beer, wine, or spirits, etc., for all types of on-premises consumption. Such separate application shall be filed in writing and submitted to the township clerk's office with all required fees. It shall be signed by the applicant if an individual, or by a duly authorized agent if a partnership or corporation, verified by oath, or affidavit, and shall contain, at a minimum the following information:

(1) The name, birth date and address of the applicant in the case of an individual; or in the case of any type of partnership, the partners thereof (anyone entitled to share in the profits); in the case of a corporation, the object for which organized, the names and addresses of the officers and directors and of all shareholders holding directly or indirectly five percent or more of the voting stock or shares of the corporation.

(2) The citizenship and place of birth of the applicant, and, if a naturalized citizen, the time and place of naturalization.

(3) The nature of business that the applicant is engaged in; and in the case of a corporation, the object for which it was formed.

(4) The length of time said applicant has been in business of that nature, or, in the case of a corporation, the date when its charter was issued.

(5) The location and description of the premises or place of business which is to be operated under such license.

(6) A statement whether applicant has ever operated or made application for a similar or other license or permit on any premises other than described in this application, and the disposition of such operation or application.

(7) A statement indicating whether the applicant has ever had a similar or other license suspended, revoked, or was found responsible for regulatory violations, and the disposition of such suspension, revocation, or regulatory non-compliance.

(8) A statement indicating whether the applicant has ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations, and to list any such relevant information; that the applicant is not disqualified to receive a license by reason of any matter or thing contained in this division or the laws of the State of Michigan. Such statements shall be verified, to the extent possible, by the township's designated liquor enforcement officials who shall report the results of such investigation to the township liquor committee prior to any final decision by the township board upon the application.

(9) A statement that the applicant will not violate any laws of the State of Michigan or of the United States or any ordinances of the township in the conduct of its business.

(10) The application shall be accompanied by building and site plans showing the entire structure and premises and, in particular, the specific areas where the license is to be utilized. The plans shall demonstrate zoning and building code compliance including adequate off-street parking, lighting, refuse disposal facilities, landscaping, and where appropriate, adequate plans for screening and noise control.

(11) The application shall be accompanied by a general area plan encompassing a one-quarter mile area showing the proximity of churches and schools (giving distances in lineal feet) to the proposed building.

(12) Authorization shall be provided to the township for access to any and all files which may be in the possession of the Michigan Liquor Control Commission regarding that commission's investigation of the transferee as a present licensee, as a previous licensee, or with regard to any license which the transferee has held a partial interest in.

(13) A statement that all personal property taxes, all real property taxes, business registration, code enforcement, and inspection fees, and all other obligations due and payable to the township have been paid with regard to the premises for which a license is sought or from which it is being transferred.

(14) The liquor committee may require any additional information it deems appropriate in order to make a fully informed recommendation to the township board.

(b) *Restrictions on licenses:* No license shall be issued to:

(1) A person whose license, under this division, has been revoked for cause.

(2) A person who, at the time of application or renewal of any license issued herein, would not be eligible for such licenses upon a first application.

(3) A partnership, regardless of type, unless all of the members of such co-partnership shall qualify to obtain a license.

(4) A corporation, if any officer, manager or director thereof, or a stock owner or stockholders owning in the aggregate more than five percent of the stock of such corporation, would not be eligible to receive a license hereunder for any reason.

(5) A person whose place of business is conducted by a manager or agent unless such manager or agent possesses the same qualifications required of the licensee.

(6) A person who has been convicted or found responsible for a violation of any federal or state law or administrative rule of the state liquor control commission concerning the manufacture, possession or sale of alcoholic liquor or a controlled substance.

(7) A person who does not own the premises for which a license is sought or does not have a lease therefore for the full period for which the license is issued, or to a person, corporation, or partnership (of any type) that does not have sufficient financial assets to carry on or maintain the business.

(8) Any law enforcing public official or any member of the township board, and no such official shall be interested in any way either directly or indirectly in the manufacture, sale or distribution of alcoholic liquor.

(9) For premises where there exists a violation of applicable building, electrical, mechanical, plumbing, fire, or zoning codes, or public health regulations, or any other applicable township ordinance.

(10) For any premises not having obtained a special conditional use permit as required by the zoning code.

(11) A person who is in default of any personal property taxes, property taxes, real property taxes, or any other obligations due and payable to the township.

(12) For premises where it is determined by a majority of the township board that the premises does not, or will not reasonably soon after commencement of operations, fully comply with zoning and site plan requirements including having adequate off-street parking, lighting, refuse disposal facilities, screening, landscaping, noise, or nuisance control; or where a nuisance exists or will exist as a result of approval of a liquor license at the location.

(13) Where the township board determines, by majority vote, that the proposed location is inappropriate considering the character of the area; the attitude and perspective of adjacent residents and property owners who would be impacted by issuance of a license; traffic safety; accessibility to the site from abutting roads; capacity of abutting roads to accommodate the new commercial activity; distance from public or private schools for minors; proximity of the inconsistent zoning classification; and accessibility from primary roads or state highways.

(c) *Recommendation from the liquor committee and township departments.* Following receipt of a fully completed application, fees and other information as may be required by the township, such application shall be forwarded to the township liquor committee, the office of community standards, the applicable law enforcement agency, the fire department, the building department, the township treasurer, and such other departments as may be required by the particular case. The applicable departments shall fully investigate the applicant, inspect the site and building where the requested license would be used, and submit recommendations to the liquor committee. The liquor committee, upon receipt and review of all applicable reports and recommendations, shall make an informed final recommendation to the township board for its consideration. The township board may request from the applicant other pertinent information as it deems necessary in order to make a determination. For license applications that also require local governmental approval for a state license, the township clerk's office shall submit the township board's approval or disapproval to the Michigan Liquor Control Commission as required by state law.

(d) *Application fees.* At the time of filing an application for any type of license or permit required in this division, the applicant shall pay all required fees established by resolution of the township board, some or all of which may be nonrefundable.

The established fees shall be charged for each license requested; provided, however, that individuals making applications for more than one license for use concurrently at the same location may seek consideration for fee reductions from the township board at the time of deliberation.

All fees shall be paid in full at the time application is made and prior to dissemination of the application for investigation and recommendation by the liquor committee and applicable township departments.

(e) *Term of license.* Approval of a license shall be for no more than a period of one year and shall conform to requirements and expiration cycles of state law. Furthermore, approval of a license by the township shall be with the understanding that any necessary remodeling or construction for the use of the license shall be commenced pursuant to required building permits within six (6) months of the action of the township board or final approval by the Michigan Liquor Control Commission. Any unreasonable delay in the completion of such remodeling or construction, or any unreasonable delay in placing the subject license into active use for any reason, as well as any other violation of state or local law, may subject the license to revocation upon notice and hearing as detailed elsewhere herein.

(f) *License renewal*. Each license approved under this article shall expire each year concurrent with the expiration of the required state license or permit. Each license holder shall apply to the office of community standards to renew their license no later than 90 days prior to its expiration date and shall pay all required license renewal fees in advance. The office of community standards shall review the licensee's regulatory compliance history, public safety response history, and account status for applicable taxes and fees. The office of community standards and the fire marshal shall inspect the licensed premises for compliance with all applicable codes and regulations, shall cite the licensee for code deficiencies, and shall verify compliance prior to the expiration date of the license. The office of community standards shall determine whether there is cause to object to the renewal of the license in accordance with the criteria for nonrenewal or revocation described elsewhere herein. If necessary, the office of community standards shall initiate the procedure for objections as described elsewhere herein. When there is no cause to object, then the license shall automatically renew for a period not to exceed one year. The office of community standards shall report the renewal status of each active township license to the township liquor committee and the township board on an annual basis.

(g) *Reservation of authority.* No such applicant for a liquor license has the right to the issuance of such license, and the township board reserves the right to exercise reasonable discretion to determine who, if anyone, shall be entitled to the issuance of such license. Additionally, no applicant for a liquor license has the right to have such application processed and the township board further reserves the right to take no action with respect to any application filed with the township board. The township board further reserves the right to maintain a list of all applicants and to review the same when, in its discretion, it determines that the issuance of an additional liquor license is in the best interest of the township at large and for the needs and convenience of its citizens.

(h) *License hearing.* The township board shall grant a public hearing upon the license application when, in its discretion, the township board determines that the issuance of an additional liquor license is in the best interests of the township at large and for the needs and convenience of its citizens. Following such hearing, the township board shall submit to the applicant a written statement of its findings and determination. The township board's determination will be at a minimum based upon satisfactory compliance with the appropriate requirements and restrictions set forth in subsections (a) and (b) above.

(i) *Application denied—Reapplication.* No person whose application is denied regardless of the reason, may re-apply for a period of a minimum of one year from the date of such denial, regardless of the proposed location.

Sec. 37-26. - Inspection required.

All licensees, whether "on-premises" or "off-premises" shall make the licensed premises available for inspection and search by either a state liquor control commission investigator or a local law enforcement officer designated by either the state or the township, during regular business hours or when the licensed premises are occupied by a licensee or a clerk, servant, agent or employee of the licensees. Evidence of a violation discovered pursuant to this subsection may be seized and used in an administrative or court proceeding. Furthermore, all prospective licensees and applicants shall make the premises available for inspection by the township's representatives so as to establish compliance with all applicable building, electrical, mechanical, plumbing, fire, zoning, public health regulations, or any other applicable township ordinance or regulation.

Sec. 37-27. - Revocation/nonrenewal authorized.

Each establishment within the township for which a license or permit is granted, whether for consumption of alcohol "on-premises" or "off-premises" shall be operated and maintained in accordance with all applicable state laws, local ordinances, laws and regulations (in addition to the provisions contained in this article), and in a clean and sanitary manner meeting the approval of applicable township departments and policing agencies. Upon any violation of this division, or such other applicable laws, ordinances and regulations, the township board may, after notice and hearing described below, request the state liquor control commission to refuse renewal, revoke, or take such other action as may be required with regard to such licenses.

Sec. 37-28. - Procedure for objections and request for revocation.

(a) *Procedure.* If the township receives information that any licensee has committed a violation of state or local law, including but not limited to, the terms and provisions of this article, the liquor enforcement officer involved shall prepare a report in writing specifying (i) the specific factual details of such violation(s); (ii) the particular law or ordinance violated; and (iii) any other information or recommendation relevant to a proper determination by the township board as to the nature of such violation(s) and the appropriate action to be taken by the township.

(b) The liquor enforcement officer shall file the original report prepared under subsection (a) above with the township board, and serve a copy of such report upon the licensee or its authorized agent or employee, personally or by registered mail.

(c) Within 20 days from the date such report has been filed with the township board, the township clerk shall set a date for a hearing before the township board on the alleged violation(s) for a determination by the township board as to whether or not the township board shall require and recommend to the state liquor control commission that the commission revoke, or deny the renewal of, any license. Notice of this hearing shall be served by the township clerk upon the licensee or its authorized agent or employee, personally or by registered mail, not less than ten days before the scheduled hearing date, and such notice shall contain the following:

(1) Notice of proposed action;

(2) Reason for the proposed action;

(3) Date, time and place of the hearing;

(4) A statement that the license holder may present evidence and testimony and confront adverse witnesses;

(5) A statement that the license holder has the right to be represented by legal counsel at the hearing.

(d) At all such hearings, the licensee shall have the legal right to defend against the allegations made by way of confronting any adverse witnesses, by being allowed to present live witnesses in its own behalf, by being allowed to present other evidence in its own behalf, and by being allowed to present arguments personally or through legal counsel in its own behalf.

(e) The township board shall prepare a written statement of its findings, which may be formal or informal in nature within a reasonable time, not to exceed 60 days, after the conclusion of all such hearings. Such statement of findings may be embodied in a resolution as described in subsection (f) below, if the township board determines that objections to renewal, or request for revocation of, a license or related permit is appropriate.

(f) If the township board determines after due notice and proper hearing that competent, material and substantial evidence exists that a violation of state or local law has been committed by a licensee or that, even if no violation has been demonstrated, nevertheless the interests of public health, safety or welfare warrant that the township board object to renewal or request revocation of any existing license issued to such licensee, the township board may adopt a resolution recommending to the state liquor control commission that it deny renewal or revoke any such license to such licensee.

(g) Within ten days of the township board's final approval of any such resolution, the township clerk shall forward a copy thereof to the state liquor control commission pursuant to MCLA 436.1501 as amended, as the township board's official notice of objection to renewal or request for revocation of any existing license or related permit, a copy of which shall be sent by registered or first class mail to the licensee.

(h) *Criteria for nonrenewal or revocation.* The township board may recommend nonrenewal or revocation of a license to the state liquor control commission upon a determination by the township board that based upon competent material and substantial evidence presented at the public hearing, any of the following exists:

(1) Violation of any of the restrictions of licenses set forth in, or any provision of, this article or any other law, ordinance, or state statute or the administrative rules or provisions of the State Liquor Control Act.

(2) Maintenance of a nuisance upon the premises, including, but not limited to, any of the following:

a. Existing violations of building, property maintenance, zoning, health, fire or regulatory codes.

b. A pattern of patron conduct upon or in the neighborhood of the licensed establishment which is a violation of the law or which disturbs the peace, order, and tranquility of the neighborhood including, but not limited to, on-street parking congestion, diminished traffic and pedestrian safety, litter, and unreasonable noise.

c. Failure to maintain the grounds and exterior of the licensed establishment, including litter, debris, or blowing refuse, or any of these being deposited upon adjoining properties.

d. Failure to maintain the safety and security of the licensed premises and exterior grounds free from dangerous or unlawful activity.

e. Any advertising, promotions or activity which by its nature causes, creates or contributes to disorder, disobedience to rules, ordinances or laws, or contributes to the disruption of normal activities of those in the neighborhood of the licensed establishment.

(3) Any condition of delinquency or default in the payment of any tax, fee, charge, utility bill, special assessment, other debt, or unpaid judgment to the township, whether owed by licensee, establishment or property owner.

(4) Perjury or any material misrepresentation of information in any application required or hearing held pertaining to the grant, renewal, or revocation of any license or permit.

(5) Any other appropriate reason as determined by the township board.

Sec. 37-29. - Transfer of existing licenses.

The transfer of any existing "on premise" liquor license covered hereunder shall be subject to each of the requirements, criteria and procedure, including fees, set forth in this article for the granting of a new liquor license. Notwithstanding the above, where the requested transfer is for the purpose of transferring the ownership of an existing facility, and no changes or renovations are proposed for the site or to the building, the applicant is not required to provide the building and site information which would otherwise be required for a new license applicant. In addition, the transferee or applicant shall furnish any necessary authorization to permit the township access to any and all files which may be in the Michigan Liquor Control Commission's possession regarding that commission's investigation of the transferee as a present licensee, or as a previous licensee, or with regard to any licensee in which the transferee has held a partial interest.

Sec. 37-30. - Transfer of existing location.

No existing "on premise" license location shall be transferred within or without the township boundaries without proper application to and approval of the township board.

Sec. 37-31. - Penalties.

Any person, whether licensed or not, who furnishes those substances defined in section 37-24 "Definitions" without having obtained the appropriate license therefore as required, shall be guilty of a misdemeanor, punishable by imprisonment in the county jail for not more than 90 days or by a fine of not more than $1,000 plus court costs, or both, in the discretion of the court. Each day that a violation exists shall constitute a separate offense.

Secs. 37-32—37-50. - Reserved.

ARTICLE III. - LIQUOR INSPECTIONS

Sec. 37-51. - Title.

This article shall be known as and cited as the Charter Township of Ypsilanti Liquor Inspection Ordinance.

Sec. 37-52. - Definitions.

Those definitions enumerated in section 37-24 of this Code shall be and hereby are specifically incorporated herein by reference as if each and every one were more particularly set forth.

Sec. 37-53. - Liquor Control Act of the State of Michigan.

All alcoholic liquor traffic, including but not limited to, the manufacture, sale, offer for sale, consumption, storage for sale, possession and/or transportation thereof within Township of Ypsilanti shall comply within the provision of the Michigan Liquor Control Act, being Public Act 8 of 1933, as amended, and the provisions of this Code.

Sec. 37-54. - Enforcement.

The township ordinance department officers are authorized to enforce the provisions of the Michigan Liquor Control Act, being Public Act 8 of 1933; the rules and regulations of the Michigan Liquor Control Commission adopted pursuant to said Act; and the provisions of this chapter. Any duly sworn law enforcement officer with proper jurisdiction is authorized to enforce the provisions of this chapter.

Sec. 37-55. - Inspection.

The township ordinance department officers shall inspect, on a regular basis, all liquor establishments licensed under the Liquor Control Act of the State of Michigan, and report the results of all inspections promptly to the township board. The township ordinance department officers shall further promptly investigate all complaints received by it concerning violations of the Michigan Liquor Control Act or improper operations and practices concerning alcoholic liquor traffic within the township and report the same to the township board and, where appropriate under the Michigan Liquor Control Act, to the Michigan Liquor Control Commission, for appropriate proceedings against the violator.

All ordinance department officers enforcing the Michigan Liquor Control Act shall carry appropriate identification issued by the township identifying them as township liquor control inspectors and shall present said identification to the owner or manager of every place inspected by them when making an inspection upon demand for identification by such owner or manager.

Inspectors have the right to inspect any place in the township where alcoholic liquor is manufactured, sold, offered for sale, kept for sale, possessed, or transported, or where the inspector has a reasonable suspicion that the same is being thus manufactured, sold, offered for sale, kept for sale, possessed or transported. Whenever possible, all inspection reports shall be made on liquor law enforcement forms furnished by the Michigan Liquor Control Commission or on forms similar to the forms furnished by the Michigan Liquor Control Commission.

Sec. 37-56. - Penalties.

Any person, whether licensed or not, who shall violate any of the provisions of the Michigan Liquor Control Act or any rule or regulation of the Michigan Liquor Control Commission promulgated thereunder, or who shall violate any of the township's ordinances pertaining to the regulation of alcohol traffic, or any person who shall prohibit or interfere with the authorized inspection by a member of the township ordinance department shall be guilty of a misdemeanor, punishable by imprisonment in the county jail not more than 90 days or by a fine of not more than $500 or both, in the discretion of the court. Each day that a violation continues to exist shall constitute a separate offense.

I, Heather Jarrell Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2021-494 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on March 2, 2021 after first being introduced at a Regular Meeting held on February 2, 2021. The motion to approve was made by member Jarrell Roe and seconded by Wilson YES: Stumbo, Jarrell Roe, Eldridge, Newman, Swanson, Peterson and Wilson ABSENT: None NO: None ABSTAIN: None.

Heather Jarrell Roe

Heather Jarrell Roe, Clerk

Charter Township of Ypsilanti

Published: Thursday, March 11, 2021

Township Liquor Committee
Stan Eldridge Township Treasurer
Debbie Swanson Township Trustee
Jimmie Wilson, Jr. Township Trustee

Charter Township of Ypsilanti
7200 S. Huron River Drive – Ypsilanti, MI 48197
(734) 484-4700 * (734) 484-5155 Fax
www.ytown.org

LIQUOR LICENSE APPLICATION PROCESS & FORM

LICENSING POLICY:

This policy establishes an application and review process for the issuance of both new and the transfer of existing licenses into the Charter Township of Ypsilanti, or between or among applicants. The process is intended to insure that the individuals and entities seeking licenses from, or charged with operating licensed establishments within, the Charter Township of Ypsilanti meet certain minimum requirements as to criminal history, past conduct, and ongoing business operations standards. It requires that the Charter Township Liquor Committee's review of application information in light of certain criteria that is established for purposes of identifying the kinds of facilities that qualify for a license. It reserves to the Charter Township of Ypsilanti any, and all, discretion afforded under applicable law relating to the issuance of licenses.

As a general matter of policy, applicants for a license will need to demonstrate an identifiable benefit to the Charter Township of Ypsilanti and its residents resulting from the granting of the license. While all of the criteria set forth in this policy are relevant to the decision as to whether to grant a license, an applicant must demonstrate in particular that the proposed facility:

1. Will provide a service product, or function that is not presently available within the Charter Township of Ypsilanti, or that would be unique to the Charter Township of Ypsilanti, or to an identifiable area within the Charter Township of Ypsilanti.

2. Is of a character that will foster or generate economic development or growth within the Charter Township of Ypsilanti, or an identifiable area within the Charter Township of Ypsilanti, in a manner consistent with the Charter Township of Ypsilanti's policies; or,

3. Represents an added financial investment on the part of a long-term business or resident with recognized ties to the Charter Township of Ypsilanti and the local community.

4. Will have a positive impact on surrounding businesses and neighborhoods.

5. Will have an appropriate relationship between area buildings and land uses.

6. Will have a positive impact pedestrian movement, vehicular movement, parking availability and crowd control in the immediate area.

7. Will not create an improper concentration of licenses, concentration and capacity of similar establishments in the same area.

8. Will not create a concentration of drinking establishments and have a negative impact on policing requirements.

9. Will create an overall benefit to the Charter Township of Ypsilanti.

10. Will not create any other factors that may affect health, safety and welfare or the best interests of the community.

The weight to be given to each item of the criteria identified in this application, and the determination whether a particular applicant meets or satisfies those criteria is intended to be within the sole discretion of the Charter Township of Ypsilanti Liquor Committee, and ultimately the Charter Township of Ypsilanti Board of Trustees.

The Township Board of Trustees for the Charter Township of Ypsilanti is responsible to the residents of the township. Therefore, liquor licenses will be granted when it is in the best interest of the citizens of the township to do so. Those applications which indicate substantial benefit to the citizens of the township will receive the highest consideration. The application will indicate the criteria to determine the most eligible applicants.

REQUIREMENTS AND PROCEDURES:

1. Complete the Michigan Liquor Control Commission Application. You can contact the M.L.C.C. in Lansing at 517-322-1400, or toll free at 1-866-813-0011.

2. The applicant shall fully complete the Charter Township of Ypsilanti Liquor License Application Form and return to the Charter Township of Ypsilanti Clerk's Office.

3. The applicant shall attach with the Liquor License Application Form a **cover letter** that will provide an overview of the request being made.

4. The applicant shall attach a **non-refundable application fee** of $2,500.00, plus $200.00 for each person with a financial or management interest in the application including, but not limited to, partnership partners, corporate officers and directors. Please make the check payable to the Charter Township of Ypsilanti.

5. ***Site Plan –** (1 copy – signed and sealed by a registered architect/engineer). If the facility is to be located in a proposed building for which the site plan has not yet been obtained, or in an existing building that is to be remodeled, you must submit a conceptual site plan showing the proposed building and the relationship of the building to the surrounding properties and their uses.

6. **Zoning** – The applicant shall provide a copy of the Zoning Permit or Clearance from the Building Director that the proposed location in in compliance with the Charter Township of Ypsilanti Zoning Ordinance.

7. **Certificate of Occupancy** – The applicant shall provide a Certificate of Occupancy, or similar clearance, from the Charter Township of Ypsilanti Building Director that the structure and premises are in compliance with local code provisions.

8. **Taxes** – The applicant shall provide written evidence from the Charter Township of Ypsilanti Treasurer's Office that all real and personal property taxes associated with the premises are paid and that all real and personal property taxes in the name of the applicant are paid.

9. **Adherence Part 1** – The applicant shall provide a written, and signed, statement that they will not violate any laws of the State of Michigan, nor the ordinances of the Charter Township of Ypsilanti, in conducting the business where the liquor license will be used and that a violation on the premises may be cause for the Charter Township of Ypsilanti objecting to renewal of the license or for requesting revocation of the license.

10. **Adherence Part 2** – The applicant shall provide a written statement that they understand that the Charter Township of Ypsilanti has an ordinance prohibiting public nudity, and a violation of the ordinance on the premises where the liquor license is used will be case of objecting to renewal of the license, or requesting the revocation of the license.

11. ***Building Façade Plan** – (1 copy – signed and sealed by a registered architect/engineer) – all sides, including signage. If the proposed building final site plan has been previously approved by the Charter Township of Ypsilanti Planning and Community Development Department and there are **no** changes, then please submit a letter of verification stating there will be no such changes along with this application.

12. ***Interior Plan with seating arrangement** (1 copy – signed and sealed by a registered architect/engineer). If the proposed interior has been previously approved by the Charter Township of Ypsilanti Building Department and there are no changes, then please submit a letter of verification stating there will be **no** such changes along with this application.

13. **Redevelopment Applicants ONLY** – The applicant shall provide documentation that the applicant has invested at least $100,000 for the rehabilitation or restoration of the building over a period of the preceding five (5) years, or documentation that

the applicant has, or will commit, a capital investment of at least $100,000 that will be expended for rehabilitation or restoration of the building before the license is issued.

14. **Menu –** The applicant shall provide one (1) full copy of the menu, drink list, etc.

*No site plan, building façade plan, interior plan or any part thereof, may be changed by the applicant once they have secured approval in conjunction with the Charter Township of Ypsilanti liquor licensing process. The applicant must submit separate plans and fees as required by other Charter Township of Ypsilanti departments and consultants in accordance with standard review procedures, if applicable.

*Please note that approval of the Charter Township of Ypsilanti Liquor Committee, or the Charter Township of Ypsilanti Board of Trustees DOES NOT take the place of, or avoid, any permitting processes of the Charter Township of Ypsilanti, including, but not limited to Building, Zoning, Fire, ADA, etc. Significant issues with regards to non-conforming uses may arise after the applicant properly submits detailed plans for such construction and/or permits.

SPECIAL CIRCUMSTANCES:

Transfers that involve the following circumstances may be placed on a Charter Township Board of Trustees Agenda for consideration without payment of a fee and without the necessity of furnishing the information required for a new license:

(1) The exchange of the assets of a licensed sole proprietorship, licensed general partnership, or licensed limited partnership for all outstanding shares of stock in a corporation in which the sole proprietor, all members of the general partnership, or all members of the limited partnership are the only stockholders of that corporation.

(2) The removal of a member of a firm, a stockholder, a member of a general partnership or limited partnership, or association of licensees from a license.

(3) The occurrence of any of the following events:

(a) A corporate stock split of a licensed corporation.

(b) The issuance to an existing stockholder of a licensed corporation of a previously unissued stock as compensation for services performed.

(c) The redemption by a licensed corporation of its own stock.

(d) A corporate public offering.

OTHER:

Should an application be denied by the Liquor Committee, or by the Charter Township of Ypsilanti Board of Trustees, the application packet shall be retained by the Charter Township of Ypsilanti per State of Michigan Retention Laws. Once that time frame has expired, the application and any attached documents shall be destroyed.

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Township Liquor Committee
Stan Eldridge Township Treasurer
Debbie Swanson Township Trustee
Jimmie Wilson, Jr. Township Trustee

Charter Township of Ypsilanti
7200 S. Huron River Drive – Ypsilanti, MI 48197
(734) 484-4700 * (734) 484-5155 Fax
www.ytown.org

LIQUOR LICENSE APPLICATION FORM

Application must be completed, in full, by the Managing Partner / Member, or other Officer authorized in writing to make decisions on behalf of the organization.

SECTION 1:

Name: _____ Date of Birth: _____

Home Address: _____ Phone: _____ Place of Birth: _____

City: _____ State: _____ Zip: _____ Citizenship: _____

Position in Company: _____ Email Address: _____

Name of Business: _____

Address of Business: _____

Trade Name (DBA) under which the establishment will be operated (if different from above): _____

_____

Federal Tax I.D. Number: _____

Type of License: (Check One)

☐ Class C ☐ A-Hotel ☐ B-Hotel ☐ Tavern ☐ Club ☐ Re-Development ☐ Class G-1, G-2

☐ Resort ☐ Brewer ☐ Brew-Pub ☐ Micro-Brewery ☐ Wine Tasting Room ☐ Small Winemaker

☐ Small Distiller ☐ Brandy Manufacturer ☐ Transfer

Type of Permits:

☐ Sunday Sales ☐ Add Bar ☐ Entertainment Sales ☐ Outdoor Sales ☐ SDD and/or SDM (incurs no fee)

☐ Before/After Hours for: _____ ☐ Dance and Entertainment Permit

1. Will the Applicant operate the establishment? ☐ Yes ☐ No
2. Mailing Address of Establishment (if different from above)

Mailing Address: _____

City: _____ State: _____ Zip: _____

3. Form of Business:

☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Limited Liability ☐ Association Company

☐ Club ☐ Other _____

Please provide copies of: DBA Certificate, Article of Incorporation, Articles of Organization, Bylaws, and any other written agreements that are applicable, as well as previous three years State sales tax filing.

SECTION 2:

1. Please briefly describe the type, and name, of establishment (bar, restaurant, lounge, etc.)

   _____

   _____

2. The business has been in operation for _____ years.

   A. Capacity of business for that time period? _____

   _____

3. Primary purpose of business? (Beer / Tavern, Micro Brewery, etc.) _____

   _____

4. Have you ever been granted a Michigan, or other state, liquor license? ☐ Yes ☐ No

   If yes, please explain _____

   _____

5. List the days and hours of operation _____

6. What is the present, or will be, the patron capacity? _____

7. What is the square footage of the building? _____

8. How many employees are on your existing staff? _____ How many employees will be on your future staff? _____

9. What is, or will be, the hours of operation? _____

10. If the license is granted, will the business stay in the same location? ☐ Yes ☐ No

11. Will the business be your fulltime employer? ☐ Yes ☐ No

12. Do you presently own the building? ☐ Yes ☐ No

    If you do not own the building, please provide the following information, and a copy of the lease agreement, including financials:

    Building Owner's Name: _____

    Address: _____

    City: _____ State: _____ Zip: _____

    Term of the Lease, with details of the lease: _____

    _____

13. Please provide Landlord references for the past 10 years, for existing building locations:

    A. Name: _____

    Address: _____

    City: _____ State: _____ Zip: _____

    B. Name: _____

    Address: _____

    City: _____ State: _____ Zip: _____

    C. Name: _____

    Address: _____

    City: _____ State: _____ Zip: _____

14. If you presently own the building, but it is subject to a mortgage or being purchased under a land contract, please answer the following:
    Name of the Mortgage / Land Contract Holder: _____

    Address: _____

    City: _____ State: _____ Zip: _____

    Balance Owing: _____ Repayment Terms (including interest rate): _____

15. If the license is granted, will any of the following occur: (If not, you can mark N/A next to each and proceed to #16)

    A. Renovation to the building? If yes, explain: _____

    _____

    B. Estimated costs of renovations? _____

    C. Will the patron capacity increase? If yes, by how many _____

    D. Will the number of employees be increased? If yes, by how many _____

16. Have you ever been involved in a lawsuit, legal proceedings, or administrative hearings related to improper training, over-serving customers alcoholic beverages or been cited for any Health Department Violations in any jurisdiction? ☐ Yes ☐ No
    If yes, please explain below in detail (include dates, locations, case numbers and dispositions)

    _____

    _____

    _____

17. If the business for which the liquor license does not presently exist, please complete the following items:

    A. Location of the proposed site? _____

    B. Size of the facility to be built? _____

    C. Estimated cost of the facility? _____

    D. Expected staff requirements? _____

    E. Expected patron capacity? _____

    F. Expected parking capacity needed? _____

    G. What will be the primary purpose of the business? _____

    H. Does the property have the necessary zoning? _____

    I. Has a building permit been issued? _____

    J. Will the facility be built if a license is not granted? _____

    K. Describe the proposed facilities in detail: (Use additional sheets if needed) _____

    _____

18. Total costs of leaseholder improvements? _____

19. Total costs of building improvements? _____

20. Total cost of equipment? _____

21. Can living quarters be reached from inside of the establishment, without going outside? ☐ Yes ☐ No

22. Are gas pumps on the premises or directly adjacent? ☐ Yes ☐ No

23. Does the business possess a license from the Michigan Bureau of Lottery? ☐ Yes ☐ No

    If yes, please attach a copy of the license.

24. Does the business possess any other type of license issued by any other government agency? ☐ Yes ☐ No

    If yes, please attach a copy of the license.

SECTION 3:

1. As was stated earlier in the application form, the Charter Township of Ypsilanti will use certain criteria in determining the most eligible applicants. Amongst that criteria are the following items:

    A. The location of the building should be easily accessible and adjacent to the populated areas of the township.

    B. Is the business to be located on, or adjacent, to major traffic arteries?

C. The size and patron capacity of the facility.

D. The number of jobs to be created by the business

2. Why do you believe that you should be granted a liquor license? _____

_____

_____

3. Have you, or any of the applicants, ever been convicted of a crime, including moral turpitude, violence or alcohol violations? If yes, please explain and include locations, case numbers and disposition: ☐ Yes ☐ No

_____

_____

4. Are you disqualified to receive a license by reason, or any matter or thing, contained in the Charter Township of Ypsilanti Liquor License or laws of the State of Michigan? ☐ Yes ☐ No

5. Please provide a statement that you will not violate any of the laws of the State of Michigan, the United States of American, or any Ordinances of the Charter Township of Ypsilanti in the conduct of your business: _____

_____

_____

6. Fingerprints of the applicant, manager, and officers in the case of a club, society or corporation must be on file with the Washtenaw County Sherriff's Office prior to your approval. Have you completed this requirement? ☐ Yes ☐ No

If yes, please provide a receipt, or proof, of your adherence.

SECTION 4: (FOR NEW BUSINESSES ONLY)

1. Please provide a copy of your franchise agreement, including a copy of all financials (if applicable):

2. What is the total cost of investment? _____

3. What is the total cost of equipment? _____

4. Please identify all major sources of capital for the business: _____

_____

5. Please provide a description of any training or experience related to managing or owning a business, administering a business's finances, or working in a business with a liquor license:

_____

_____

6. Projected annual food sales: _____

7. Projected annual liquor sales: _____

8. How many staff members do you expect to employ: _____Full time _____ Part time

SECTION 5: (FOR EXISTING OR CURRENTLY OWNED BUSINESS ONLY)

1. Please provide a copy of your franchise agreement (if applicable)
2. What is the length of time that this business has been in operation? _____

3. What is the total cost of investment? _____

4. What is the total cost of the building? _____

5. What are the annual food sales? _____

6. What are the projected liquor sales? _____

7. Does the business have any existing loans or debts? ☐ Yes ☐ No If yes, please explain: _____

_____

_____

_____

8. How many current full-time / part-time employees do you expect to add if approved for a liquor license?

   Full-Time: _____ Part-Time: _____ Projected New Employees: _____

9. Has the business ever had State or Federal Tax Liens filed against it? ☐ Yes ☐ No If yes, please explain:

_____

_____

SECTION 6:

1. The following questions must be answered by each and every member, partner, or shareholder of greater than 10% of stock, as applicable. (Attach additional pages if necessary)

   First Name: _____ Middle: _____ Last: _____

   Position held in the organization: _____ Amount of stock owned: _____

   Address: _____

   City: _____ State: _____ Zip: _____

   Cell / Home Phone: _____ Business Phone: _____

2. Are you a resident of Michigan: ☐ Yes ☐ No If yes, how long have you lived in Michigan? _____

3. List all previous names, or alias, that you have used at any time: _____

_____

4. Have you ever filed for personal bankruptcy protection: ☐ Yes ☐ No

5. If yes, please provide the dates the bankruptcy action was filed and closed, the disposition of the bankruptcy, and the chapter under which the bankruptcy was conducted:

_____

_____

6. Has any company in which you were a sole proprietor, partner, member or owner of more than 10% of stock ever filed for bankruptcy protection? ☐ Yes ☐ No

7. If yes, please provide the dates the bankruptcy action was filed and closed, the disposition of the bankruptcy, and the chapter under which the bankruptcy was conducted: _____

_____

_____

8. Have you ever had State or Federal Tax Liens filed against you: ☐ Yes ☐ No If yes, please explain: _____

_____

_____

_____

SECTION 7:

1. Please list below **ALL** employer(s) and **ALL** occupations for the past 10 years.

Employer	Occupation	Date of Service

2. Please give the names, addresses and telephone numbers of three (3) citizens who know your reputation in the community in which you have lived and done business during the past 10 years.

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

3. Do you or any member of your immediate family hold a license for the sale of alcoholic beverages at the present time, either as an individual, membership of a partnership or LLC or shareholder of at least 10% in a corporation? ☐ Yes ☐ No

If yes, please list the type of license: _____

_____

_____

Also, please list below the name in which the license is issued and the relationship to you:

Name: _____ Relationship to you: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

4. Have you, or any member of your immediate family, previously held a license or any interest in a license for the sale of alcoholic beverages in the State of Michigan, or anywhere else in the United States? ☐ Yes ☐ No If yes, please list below the type of license and also list the name in which the license was issued and the relationship to you:

Name: _____ Relationship to you: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Please briefly describe the type of establishment (bar, restaurant, lounge, etc.) in detail: _____

_____

_____

_____

_____

SECTION 8:

1. Waiver and Release

   I (applicant), _____, authorize the Charter Township of Ypsilanti to investigate all statements contained in this Application including but not limited to employment and income verification, references, to obtain credit reports and/or criminal history, and to periodically update this information if (name of business establishment here) _____ is granted a license for as long as it conducts business in connection with the license in the Charter Township of Ypsilanti, I expressly authorize the Charter Township of Ypsilanti, or the Township's agent (including a collection agency) to obtain consumer credit reports, and hereby waive any claim against the Charter Township of Ypsilanti incident to obtaining consumer credit reports and release the Charter Township of Ypsilanti from any liability connected therewith.

   Signature of Applicant: _____

   Printed Name of Applicant: _____

   Date: _____

2. I (applicant), _____, agree that should the Charter Township of Ypsilanti approve my application for the license for which I have applied, that my intent is to operate the business listed in this application within the boundaries of the Charter Township of Ypsilanti, and should I decide to sell my business, cease operations or in any other way I will return the license to the Charter Township of Ypsilanti forthwith at no cost whatsoever to the Charter Township of Ypsilanti.

   Signature of Applicant: _____ Date: _____

   Printer Name of Applicant: _____

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3. I hereby authorize the Charter Township of Ypsilanti, its agents, and employees, to seek information and conduct an investigation into the truth of the statements set forth in this application, and the qualifications of the applicant for the license, and I will execute any waivers or authorizations for the release of information deemed necessary or expedient by the Charter Township of Ypsilanti upon request. I understand that the Charter Township of Ypsilanti may deny this application, or make approval contingent on the completion of one or more additional requirements, which may include providing the Charter Township of Ypsilanti with a personal or business credit card history from a credit reporting agency, executing an agreement restricting the transfer or use of the liquor license applied herein, or any other requirement deemed necessary or expedient by the Charter Township of Ypsilanti.

STATE OF MICHIGAN)
) ss
COUNTY OF WASHTENAW)

I, (name of applicant) _____, hereby declare under penalty of perjury that the foregoing information in the application is true and correct; that I have fully understood each of the questions; and that I understand any falsification or omission is grounds for denial or if issued a license grounds for revocation or recommendation for non-renewal.

Signature of Applicant: _____

Printed Name of Applicant: _____

On the _____ day of _____, 20_____, _____
(Name)
did appear before me, as a Notary Public, in and for said County, and being duly sworn by me, did state (s)he is the applicant of the within application, and that the information contained within the application is true, correct and complete.

_____
Notary Public

Acting in _____ County, Michigan

My Commission expires on: _____

4. I hereby certify that the above information and answers in this application are true and correct, and that I have read, and am aware, of the provisions of the Charter Township of Ypsilanti Ordinance #99-211 and #99-212 pertaining to liquor licenses and enforcement:

Applicant's Signature: _____ Date: _____

Applicant's Printed Name: _____ Date: _____

Receipt#: _____ Amount: _____ Date: _____

FEE SCHEDULE

(Effective March, 11th, 2020)

New On-Premises License (such as a Class C, Hotel A, Hotel B, Tavern, etc.)	$5,000.00
New Manufacturing or Non-Retail License with On-Premise Permit (such as a Micro-Brewer and Wine Maker)	$5,000.00
Transfer of Location & Ownership of an Existing On-Premise License	$5,000.00
Transfer of Location and Ownership of an Existing On-Premises License (previously approved outside of the Charter Township of Ypsilanti)	$5,000.00
Transfer of Location of an Existing On-Premise License (previously approved by the Charter Township of Ypsilanti)	$2,500.00
Transfer of Ownership of an Existing On-Premise License (previously approved by the Charter Township of Ypsilanti)	$2,500.00
Other Changes (Stock Ownership, Addition of Space, Deletion of a Partner, etc.)	$1,500.00
Other Changes, not specified	$1,500.00
License Renewal Fee (Bluilding Inspection, Fire Inspection, Liquor Control Officer Inspection, etc.)	$150.00

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FOR CHARTER TOWNSHIP OF YPSILANTI CLERK'S OFFICE USE ONLY:

Date Received (Clerk's Office Staff Member's Name): _____

Application Packet Received By (Clerk's Office Staff Member's Name): _____

Date Fee Paid (Clerk's Office Staff Member's Name): _____

Fee Received By (Clerk Office Staff Member's Name): _____

FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

Memorandum of Understanding

This document constitutes a Memorandum of Understanding between the Ann Arbor YMCA (Tenant) and Ypsilanti Township Recreation Department (Landlord).

Goal:
Partnering to co-facilitate affordable, special-interest summer day camp programs that serve youth ages 5-12 in Eastern Washtenaw County. Both parties will strive to provide high quality programs that cater to youth with interests in sports, arts, science and technology. As a pilot program, both Ypsilanti Township Recreation Department and the Ann Arbor YMCA will strive to make this experience positive, and financially sustainable for both parties.

Name of Program Covered by this MOU:
YMCA & Ypsilanti Township Recreation Department, Summer Day Camps

Brief Description of Program:
The Ann Arbor YMCA and Ypsilanti Township Recreation Department will provide 10 weeks of summer day camps beginning June 14, 2021. The program will end on August 20, 2021. The Ann Arbor YMCA will provide a full day traditional camp experience built around weekly themes which will incorporate large and small group games, STEM activities, sports, arts (theater, dance, arts/crafts), teambuilding, and other enrichment activities. Ypsilanti Township Recreation Department will provide the facility, janitorial services and necessary equipment (furniture) for the program and the Ann Arbor YMCA will provide the staff, program administration, registration function, daily supplies, and will have day-today oversight and responsibility for the delivery of the program. Each organization will provide staff to cover their respective responsibilities.

Financial Compensation:
Each organization will assume responsibility for the operational needs of their respective programs, including, but not limited to registration/administrative support, staffing, insurance/general liability and marketing/communication.
The Ann Arbor YMCA will charge $125/week (based on 8 hours/day, 5 days/week) for its programs and make financial assistance available to anyone that qualifies based on the HUD household income scale. *The Ann Arbor YMCA has agreed to pay Ypsilanti Township Recreation Department 10% of the net program fee revenue or $300 per week, whichever is greater. Program fee revenue is defined as program fees collected, less any scholarship provided by the YMCA. This payment is to help offset any additional operating costs incurred (utilities, cleaning, basic facility staffing etc.) and the Ann Arbor YMCA will disburse payment for all weeks by September 30, 2021.*

Site(s) Where Program will be located: The program will operate from the Ypsilanti Township Recreation Department Community Center Building (2025 E. Clark Rd., Ypsilanti), and Community Center Park. YMCA programs will be located in rooms #101, 102 & 105, according to the agreed upon schedule (see attached). YMCA camps will operate between 7:30 a.m. and 6:00 p.m. daily Monday-Friday according to the agreed upon program dates. YMCA staff may need to access facilities as early as 7:00 a.m. and as late as 6:30 p.m.

Target Population to be Served (grade levels or subpopulation):
Students ages 5-12 living in Washtenaw County. Capacity of 32 campers/week.

Objectives:

1. To provide enriching programs that connect youth in Eastern Washtenaw County with opportunities to engage with caring adults outside of the school and home life.
2. To provide a space for youth to experience a safe, welcoming and positive environment and provide social and educational experiences to help all youth learn, grow, and thrive.
3. To develop the groundwork for an ongoing collaboration between the YMCA and Ypsilanti Township Recreation Department that strengthens community through youth development, healthy living and social responsibility.

Specifics

Ypsilanti Township Recreation Department agrees to:

1. Provide a member of staff that acts as the Program Coordinator in the delivery of the program. Work collaboratively with the Program Coordinator from the YMCA to ensure a safe, high-quality experience for all participants and staff including but not limited to: safe transition of youth from Ypsilanti Township to YMCA camps (and vice versa), communication with Y staff about facility schedules, emergency situations, parent communication, camp schedules etc.
2. Program oversight of programmatic and administrative function of all YTRD camps; collecting revenue from program participants, managing the registration process, and collecting necessary participant waivers and health forms.
3. Cover the cost of expense for any staff positions for camps offered by Ypsilanti Township Recreation Department program staff and associated vendors.
4. Ensure that any staff working with the program are First Aid and CPR certified. Ann Arbor YMCA will provide this training at a reduced rate to all Ypsilanti Township Recreation Department program staff.
5. Meet as necessary with designees of the Ann Arbor YMCA to review project progress and address any issues that may arise
6. Invite Ann Arbor YMCA staff and volunteers to participate in relevant staff training, if applicable.
7. Publicly recognize the work of the Ann Arbor YMCA related to this program. This may be in the form of the Township Magazine, newsletters, website, board meetings, press releases, social media etc.
8. Participate in data collection relevant to the program and will meet with the partner organization in September 2021 to review goals and objectives of the collaboration.
9. Assist the Ann Arbor YMCA with any necessary grant compliance data.
10. Assist the YMCA in identifying qualified individuals to serve in program leadership roles. Provide space to host camp information events, staff hiring

events etc.
11. Assume shared liability for the facility and equipment being used.
12. Provide general cleaning and janitorial services to any rooms/areas being used for YMCA programs, as well as common spaces and bathrooms.

Ann Arbor YMCA agrees to:

1. Provide a member of staff that acts as the Program Coordinator in the delivery of the program. Work collaboratively with the Program Coordinator from Ypsilanti Township Recreation Department to ensure a safe, high-quality experience for all participants and staff, including but not limited to: safe transition of youth from Ypsilanti Township to YMCA camps (and vice versa), communication with Y staff about facility schedules, emergency situations, parent communication, camp schedules etc.
2. Program oversight of programmatic and administrative function of all AA YMCA camps; collecting revenue from program participants, managing the registration process, and collecting necessary participant waivers and health forms.
3. Cover the cost of expense for any staff positions for camps offered by Ann Arbor YMCA program staff and associated vendors.
4. Provide First Aid and CPR training to all staff and volunteers working with YMCA camp programs. Staff will be required to gain the certification prior to beginning employment. Make First Aid and CPR training available, at a reduced rate to all Ypsilanti Township Recreation Department program staff.
5. Meet as necessary with designees of the Ypsilanti Township Recreation Department to review project progress and address any issues that may arise
6. Invite Ypsilanti Township Recreation Department staff and volunteers to participate in relevant staff training, if applicable.
7. Publicly recognize the work of the Ypsilanti Township Recreation Department related to this program. This may be in the form of newsletters, website, board meetings, press releases, social media etc.
8. Participate in data collection relevant to the program and will meet with the partner organization by September 2021 to review goals and objectives of the collaboration.
9. Assist Ypsilanti Township Recreation Department with any necessary grant compliance data.
10. Assume shared liability for the facility and equipment being used.

Liability, Insurance and Indemnification:

Tenant's Insurance

Coverages: Tenant shall purchase and maintain in force, at its own cost and expense, from the date Landlord first delivers possession of the Premises, throughout the term of this Lease, and at all times during Tenant's occupancy under this Lease: (i) a policy or policies of insurance with coverage at least as broad as ISO Special Form Coverage insuring risks of physical loss or damage (commonly known as "all risk"), to the extent of one hundred percent (100%) of the insurable full replacement value thereof, all property and fixtures in the Premises owned by Tenant against fire and casualties, including extended coverage insurance, (ii) a policy or policies of commercial general liability insurance, covering bodily, personal injury, and property damage, written on an occurrence basis with respect to the Premises, and the business operated therein by Tenant, including insurance against assumed or contractual liability, with limits for

liability of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) annual aggregate, (iii) workers compensation insurance in amounts required in accordance with applicable laws within the State where work is being performed, (iv) automobile liability insurance covering use of all owned, non-owned, leased and hired automobiles in a minimum amount of One Million Dollars ($1,000,000) per claim and in the annual aggregate, and (v) other insurance coverages and in amounts required pursuant to Tenant's Licenses. A combination of Commercial General Liability and Umbrella/Excess Liability Insurance may be maintained to meet the required limits of liability.

Landlord's Insurance.

Coverages: Landlord shall purchase and maintain in force, at its own cost and expense, at all times during the term of this Lease: (i) a policy or policies of insurance with coverage at least as broad as ISO Special Form Coverage insuring risks of physical loss or damage (commonly known as "all risk") to the Building, to the extent of one hundred percent (100%) of the insurable full replacement value thereof, against fire and casualties, including extended coverage insurance, (ii) a policy or policies of commercial general liability insurance, covering bodily, personal injury, and property damage, written on an occurrence basis with respect to the Building (exclusive of the Premises) and Common Areas, including insurance against assumed or contractual liability, with limits for liability of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) annual aggregate, (iii) workers compensation insurance in amounts required in accordance with applicable laws within the State where work is being performed, (iv) automobile liability insurance covering use of all owned, non-owned, leased and hired automobiles in a minimum amount of One Million Dollars ($1,000,000) per claim and in the annual aggregate.

Coverage Requirements.
The amounts of insurance required to be carried by each party under this Lease shall not be deemed or construed to so limit the liability of such party.

Indemnification.

1. Indemnification by Tenant. Tenant shall indemnify, defend, protect, and hold harmless Landlord and all of its ministries, entities, affiliates, employees, agents, directors, officers, successors and assigns, from and against any and all losses, liability, claims, suits, proceedings, damages, claims and allegations of any kind, brought by any third party, including, but not limited to, reasonable attorneys' fees, costs and expenses, arising out of Tenant's (including Tenant's affiliates, employees, servants, agents, directors, officers, successors and assigns) (i) failure to comply with the terms or conditions of this Lease, (ii) negligence or willful misconduct in performing under or in any way connected with this Lease, or (iii) use of the Premises, except those which shall result, in whole or in part, directly or indirectly, from the default or negligence of Landlord, its ministries, entities, agents, employees, successors or assigns.

2. Indemnification by Landlord. Landlord shall indemnify, defend, protect, and hold harmless Tenant and all of its affiliates, employees, agents, directors, officers, successors and assigns, from and against any and all losses, liability, claims, suits, proceedings, damages, claims and allegations of any kind,

brought by any third party, including, but not limited to, reasonable attorneys' fees, costs and expenses, arising out of Landlord's (including Landlord's ministries, entities, affiliates, employees, servants, agents, directors, officers, successors and assigns) (i) failure to comply with the terms or conditions of this Lease, (ii) negligence or willful misconduct in performing under or in any way connected with this Lease, or (iii) use of the Building (exclusive of the Premises) and Common Areas, except those which shall result, in whole or in part, directly or indirectly, from the default or negligence of Tenant, its agents, employees, successors or assigns. Nothing herein shall be construed to waive, limit, or restrict any governmental immunity defense available to landlord (Ypsilanti Township).

3. Where Both Parties Have Responsibility. If both parties have an obligation to the other under the foregoing provisions, tort comparative fault principles shall be applied to allocate payment between the parties.

4. Notifications Regarding Indemnities. Both Landlord and Tenant agree to give the other party notice of any claim or liability which may give rise to indemnification under this section and do so within a commercially reasonable time following such party's receipt of notice of intent or notice of claim.

5. Survival. The terms of each of the insurance, waiver of subrogation, coverage requirements, and indemnification provisions of this Lease shall survive the termination of this agreement.

By signing this document, Ypsilanti Township Recreation Department and the Ann Arbor YMCA agree to abide by the terms and conditions contained in this Partnership Memorandum of Understanding. The Ann Arbor YMCA reserves the right to terminate a partnership at the discretion of appropriate personnel.

_____ _____
Brenda Stumbo, Supervisor (sign) Date

_____ _____
Heather Jarrell Roe, Clerk (sign) Date

_____ _____
Ann Arbor YMCA Representative (print) Date

_____
Ann Arbor YMCA Representative (sign)

Prepared February 23, 2021

BRENDA L. STUMBO
Clerk
HEATHER JARRELL ROE
Treasurer
STAN ELDRIDGE
Trustees
JOHN P. NEWMAN II
GLORIA PETERSON
DEBBIE SWANSON
JIMMIE WILSON, JR.

ytown.org
A community of opportunity

Charter Township of Ypsilanti
Supervisor

Clerk's Office

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-4700
Fax: (734) 484-5156

MEMORANDUM

To: Eric Copeland, Fire Chief

From: Heather Jarrell Roe, Clerk HJR

Date: March 3, 2021

Subject: ***Request to Accept the Proposal from OHM to Provide Professional Engineering Design Services for Parking Lot Improvements at the Hewitt Rd. Fire Station***

At the regular meeting held on March 2, 2021 the Charter Township of Ypsilanti Board of Trustees approved the proposal from OHM to provide professional engineering services for parking lot improvements at the Hewitt Rd. Fire Station in a not to exceed amount of $12,100.00 budgeted in line item #217-970-000-971-008.

Attached is a signed copy of the proposal. Please return a fully executed copy to my office.

Should you have any questions, please contact my office.

lrs

cc: Javonna Neel, Accounting Director
Brenda Stumbo, Supervisor
File

February 24, 2021

Mr. Eric Copeland
Ypsilanti Township Fire Chief
222 S. Ford Blvd
Ypsilanti, MI 48198

RE: Proposal for Hewitt Fire Station
Professional Engineering Design Services

Dear Mr. Copeland:

Thank you for the opportunity to submit this proposal to provide Professional Engineering Design Services for the reconstruction of the Hewitt Fire Station parking lot and a portion of the existing drive lane. The existing parking lot and drive lane are at the end of their respective service lives and due to the deteriorating nature, this proposed project will reconstruct failing subbase, remove deteriorated pavement, and place new concrete pavement.

As it relates to previous work done within the 222 S Ford Blvd parking lot project, our team is familiar with fire stations and type of work required. During the previous project, OHM met with the Fire Department and considered making improvements in a "log style" format and working with the contractor selected at the Ford Blvd Station. This did not proceed but OHM kept notes from those discussions and plans to meet to review requests made as part of that effort. The preceding project required extensive concrete reconstruction/rehabilitation on the old lot and driveways. That project was closed out in 2019 and yielded a fantastic product. We understand your expectations for the Hewitt Station and are excited to continue the momentum and success from the Ford Blvd Station into this project.

This proposal provides key personnel and project manager contact information as well as project understanding, deliverables, schedule, and fee estimation.

PROJECT UNDERSTANDING

The proposed project consists of reconstruction of the Hewitt Fire Station parking lot/entrance and drive lane located at 20 S. Hewitt Road. The proposed design will include minor expansion of the parking lot/entrance area (alongside Hewitt Road), include expansion of the existing drive lane on the west side of the fire station, and assess the existing concrete slab along the southside of the station for possible removal and replacement.

The total work will include approximately 1,100 square yards of pavement removal, investigative subbase repair, and 1,400 square yards of concrete placement.

The parking lot/entrance and drive lane design will comply with the current Ypsilanti Township engineering standards for construction including, applicable sections of the Americans with Disabilities Act (ADA) where applicable, the National Asphalt Pavement Association (NAPA) Standards, and local Ordinances.

The construction effort will stay on Ypsilanti Township property and no easements are anticipated for this project.

OHM Advisors
34000 PLYMOUTH ROAD
LIVONIA, MICHIGAN 48150
T 734.522.6711
F 734.522.6427
OHM-Advisors.com

We offer the following scope of services for the completion of the design of this project.

SCOPE

Task 1 – Utility Coordination
OHM Advisors will notify applicable utility agencies, as a representative of the Charter Township of Ypsilanti, with regards to the proposed project. We will request information regarding the existing utilities within the project limits from all necessary utility companies to be incorporated into the construction drawings. OHM will coordinate with the Ypsilanti Fire Department to schedule and hold a utility meeting, if necessary, to resolve any conflicts. If conflicts require relocations of existing utilities, OHM Advisors will coordinate with the Charter Township of Ypsilanti, Ypsilanti Township Fire Department, and the utility company involved.

Task 2 – Geotechnical Investigation
OHM Advisors will coordinate, conduct, and provide geotechnical information for this project using internal resources. It is assumed that we will perform up to four (4) Cores on the existing pavement surfaces. OHM will provide a cross-section on existing subsurface conditions and apply that information for the design. Core information will also be included in the bid package.

Task 3 – Preliminary Engineering Drawing Design
OHM will inspect the site to note existing limits, structures, and deficiencies in this phase. The data gathered in Task 1 and Task 2, along with the site inspection, will facilitate creating a set of design drawings and aerial maps. These drawings and maps will be developed to show the parking lot layout and proposed work. Preliminary design will be completed at this time.

OHM Advisors will develop preliminary plans, specifications, and an engineer's opinion of cost in conformance with the Charter Township of Ypsilanti Engineering Standards and design specifications. The plans will include a cover sheet, detail sheet, note sheet, legend sheet, removal sheets, typical cross sections, plan, and profile sheets. Geometrics will be preliminary and will be used for preparing the preliminary opinion of cost. Two sets of the Preliminary Plan Package will be submitted to the Ypsilanti Township Fire Department for review. OHM will meet with the Fire Department representatives to discuss preliminary plan comments and design items.

Task 4 – Specifications and Final Bid Package Assembly
In order to develop the necessary specifications and will pertain to specific items such as special instructions to bidders (Township requirements), supplemental and technical specifications, and a method of payment for the contractor to follow.

After a virtual meeting with the Township Fire Department, OHM Advisors will further develop plans and special provisions integrating the comments received by all parties. OHM will prepare detailed construction plans at a 1" = 40' scale on 22" x 34" sheets, as well as updating the engineer's opinion of cost and streamlining the specifications.

The bid package will require the necessary bonding, prevailing wage information, and insurance requirements as well as a bid form that will allow the Township to compare bids on an "apples to apples" basis. After completion of the design, the Township will be provided with two hard copies of the package for review along with an updated final engineer's opinion of probable cost. Final adjustments to the package will then be made based on the Township's comments prior to advertising and bidding. A list of permits will also be included in the bid package and all applicable permit applications will also be applied for as part of this task.

Task 5 – Bidding Assistance

The final bid package will be provided to the Township to be posted on the Michigan Inter-governmental Trade Network (MITN). OHM will assist with the bid process and conduct a bid opening. OHM can also hold an onsite pre-bid conference with potential bidders, if requested by the Township. OHM will address any questions and/or any Requests for Information (RFIs) received by the bidding contractors during the bid phase. OHM will hold a bid opening at the Township on the date specified in the bid documents. Bids will be received, read aloud, collected, tabulated, and reviewed. A letter of recommendation will be provided to the Township based on price, references, and other criteria outlined in the bid documents.

DELIVERABLES

Task	Deliverable
Task 3	Preliminary Engineering Drawings
Task 4	Final Bidding Package (Reviewed by Township Attorney)
Task 5	Recommendation of Award Letter

KEY PERSONNEL

This project team has been specifically selected to best meet the technical aspects of the design and facilitate coordination with the Township. Below is a list of key personnel and their role on this project.

Project Team Members	Role on Project	Specific Duties
Matthew Parks, PE	Project Manager	Management & Public Liaison
Elliot Smith	Lead Design Engineer	Concepts, Design Development, ADA Issues, & QA/QC

ASSUMPTIONS/CLARIFICATIONS

- The design will be limited to the parking lot/entrance, drive lane, and hard surface around the limits of the Hewitt Fire Station. This design will not incorporate any improvements to Hewitt Road, Draper Road, or sidewalk pathway.
- Any additional tasks outside of the above scope of services can be conducted at an hourly rate or as negotiated between the Township and OHM Advisors. Additional work will not be conducted prior to Township written authorization.
- No construction phase services are included in the proposal. The Township can inspect and administer this project with their staff or OHM can submit a proposal under separate cover for consideration upon request. In general, projects like this require approximately 13-15% of the overall construction cost to administer construction services. This can change based on the level of service provided.
- Any meetings in addition to the meetings outlined in the above scope are not included in the scope of services but can be attended upon request. Time spent for these meetings will be charged on an hourly basis.

SCHEDULE

As we submit this proposal, the world is still in the midst of the Covid-19 health crises and we believe there is an increased risk for potential schedule impacts. The Scope of Services includes a schedule that is based on operating in a normal environment. The OHM Advisors team is adjusting our workflow logistics and our design teams are working remotely in a very effective manner. However, be aware that schedule impacts from elements such as

field services delays, permitting agencies, utility companies, and key staff illness that OHM Advisors does not have control over are more likely in the current environment. We will communicate proactively, clearly identify project issues as they arise and work with Township staff to develop a plan to deal with the issues.

OHM Advisors intends to start work within three weeks of approval of the proposal. Final plans should be complete within four months. OHM Advisors should be notified immediately of any deadline changes to satisfy the Township's needs, as significant changes in the final project schedule could affect total cost.

FEE

OHM Advisors will invoice the Charter Township of Ypsilanti for the above stated services on an hourly not-to-exceed basis, in accordance with our 2021 Rate Schedule. Invoices will be sent monthly as work is performed.

Design Tasks	**Design Fee**
Task 1: Utility Coordination	$900.00
Task 2: Geotechnical Investigation	$2,000.00
Task 3: Prelim Engineering Drawing Design	$3,000.00
Task 4: Specification and Final Bid Package Assembly	$3,000.00
Task 5: Bidding Assistance	$3,200.00
Total	**$12,100.00**

The total fee is estimated to be $12,100.00. Additional services can be provided on an hourly basis, as requested.

ACCEPTANCE

If this proposal is acceptable to you, a signature on the enclosed copy of this letter and initials on the contract terms and conditions will serve as our authorization to proceed.

Thank you for giving us the opportunity to present this proposal to you. We look forward to working with you throughout this project.

OHM ADVISORS CONSULTANT		Ypsilanti Township CLIENT
	(Signature)	Brenda L. Stumbo
Matthew D. Parks, P.E.	(Name)	Ms. Brenda Stumbo
Principal in Charge	(Title)	Township Supervisor
03-03-2021	(Date)	March 3, 2021
	(Signature)	Heather Jarrell Roe
	(Name)	Ms. Heather Jarrell Roe
	(Title)	Township Clerk
	(Date)	March 3, 2021

MEMORANDUM OF UNDERSTANDING FOR
WEST WILLOW COMMUNITY AREA CLEANUP

BETWEEN

CHARTER TOWNSHIP OF YPSILANTI, 7200 S. HURON RIVER DRIVE, YPSILANTI, MI 48197

AND

THE WASHTENAW COUNTY WATER RESOURCES COMMISSIONER'S OFFICE, 705 N. ZEEB ROAD, ANN ARBOR, MI 48103

This document constitutes a Memorandum of Understanding (MOU) between the Charter Township of Ypsilanti and the Washtenaw County Water Resources Commissioner's Office - Washtenaw County Solid Waste Division starting March 15, 2021 and ending on December 31st, 2021 at which time the MOU can be renewed annually for up to two years so long as both parties are in agreement to enter into a Renewal Agreement.

Background:

In order to provide for community clean up, elimination of rodent habitat and to eliminate roadside dumping, Washtenaw County Water Resources Commissioner's Office Solid Waste Division is collaborating with the Charter Township of Ypsilanti to host a neighborhood Cleanup.

Specifics: To help clarify the expectations of the event and to help delineate the roles of each party, it is hereby agreed as follows:

***Ypsilanti Township agrees to*:**

1. Allow for the use of parking lot space at the Fire Chief's discretion, located at the Ypsilanti Township Fire Department Headquarters located at 222 S. Ford Blvd, Ypsilanti MI, 48197.
2. Coordinate facilities for the operation of the program, including access to bathrooms for County Staff and, in the case of dangerous weather, temporary shelter for the Staff.
3. Designate a liaison or point of contact for communication, reservations, and logistics. A mutually agreed upon date shall be confirmed in writing through email.
4. The liaison will review logistics, presented by the Solid Waste Division, of the event and address any issues that may arise.
5. To the extent permitted by Michigan law, Ypsilanti Township shall indemnify and hold Washtenaw County and the Washtenaw County Water Resource Commissioner's Office Solid Waste Division harmless from and against all actions, liabilities, demands, costs and expenses, including court costs and attorney fees, which may arise due to Ypsilanti Township's gross negligence and/or intentional acts or omissions under this Agreement. The parties agree that this Indemnity shall not apply to any act or failure to act by any party other than Ypsilanti Township. Nothing herein shall be construed to waive, limit or restrict any governmental immunity defense available to Ypsilanti Township.

***Washtenaw County Water Resources Commissioner's Office: Solid Waste Division agrees to*:**

1. Coordinate and hire contractors for collection of Bulky Waste. Contractors must

have general liability insurance at a level meeting or exceeding County Requirements.

2. Provide logistics of the event and address any issues that may arise.
3. Promote the event through social media, webpages, and other County outlets
4. On the day of the event, coordinate residents seeking to dispose of materials
5. Remove all items associated with the event from the parking lot including any incidental materials left at the site until midnight on the day of the event.
6. County staff will remain at the event location until all dumpsters have been removed from the site.
7. To the extent permitted by Michigan law, Washtenaw County shall indemnify and hold the Ypsilanti Township harmless from and against all actions, liabilities, demands, costs and expenses, including court costs and attorney fees, which may arise due to Washtenaw County's gross negligence and/or intentional acts or omissions under this Agreement. The parties agree that this Indemnity shall not apply to any act or failure to act by any party other than Washtenaw County. Nothing herein shall be construed to waive, limit or restrict any governmental immunity defense available to Washtenaw County and the Washtenaw County Water Resource Commissioner's Office – Solid Waste Division.

By signing this document, Washtenaw County and the Washtenaw County Water Resource Commissioner's Office and Ypsilanti Township agree to abide by the terms and conditions contained in this Memorandum of Understanding for the purpose of the Community Area Cleanup. Either party may cancel this MOU upon 30 days' written notice to the Washtenaw County Water Resource Commissioner's Office or to the Ypsilanti Township Clerk which Notice shall be delivered through first class mail, email or facsimile.

ATTESTED TO:
By:_____
Lawrence Kestenbaum (DATE)
County Clerk/Register

WASHTENAW COUNTY
By:_____
Gregory Dill (DATE)
County Administrator

APPROVED AS TO CONTENT:

By:_____
Evan Pratt
Water Resources Commissioner (DATE)

Ypsilanti Township

By:_____
Brenda L. Stumbo (DATE)
Ypsilanti Township Supervisor

APPROVED AS TO FORM BY

BY:_____
Michelle Billard (DATE)
Office of Corporation Counsel

Ypsilanti Township

BY:_____
Heather Jarrell Roe (DATE)
Ypsilanti Township Clerk

Supervisor
BRENDA L. STUMBO
Clerk
HEATHER JARRELL ROE
Treasurer
STAN ELDRIDGE
Trustees
JOHN P. NEWMAN II
GLORIA PETERSON
DEBBIE SWANSON
JIMMIE WILSON JR.

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Charter Township of Ypsilanti

Accounting Department

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-3702
Fax: (734) 484-5154

STATEMENTS AND CHECKS

MARCH 16, 2021 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	$	381,749.98
HAND CHECKS -	$	275,453.00
CREDIT CARD PURCHASES-	$	2,457.04
GRAND TOTAL -	**$**	**659,660.02**

Clarity Health Care Deductible –

ACH EFT - $61,253.69 (FEB)
ADMIN FEE - $1,216.50 (FEB)

CHECK NUMBERS 187464 - 187477

HAND Checks

Check Date	Check	Vendor Name	Amount
Bank AP AP			
02/25/2021	187464	BLUE CROSS BLUE SHIELD OF MI	200,111.33
02/25/2021	187465	BLUE CROSS BLUE SHIELD OF MI	30,912.50
02/25/2021	187466	CLEAR RATE COMMUNICATIONS, INC	869.59
02/25/2021	187467	COMCAST CABLE	214.90
02/25/2021	187468	COMCAST CABLE	288.35
02/25/2021	187469	DEARBORN NATIONAL LIFE INSURANCE	4,470.50
02/25/2021	187470	DELTA DENTAL PLAN OF MICHIGAN	12,405.30
03/03/2021	187471	AT & T	36.59
03/03/2021	187472	AT & T	510.57
03/03/2021	187473	CONSTELLATION NEW ENERGY	12,292.15
03/03/2021	187474	DTE ENERGY	11,907.58
03/03/2021	187475	STATE OF MICHIGAN	75.00
03/03/2021	187476	WEX BANK	775.48
03/03/2021	187477	YPSILANTI COMMUNITY	583.16

AP TOTALS:

Total of 14 Checks:	275,453.00
Less 0 Void Checks:	0.00
Total of 14 Disbursements:	275,453.00

A/P Checks

Check Date	Check	Vendor Name	Amount
Bank AP AP			
03/16/2021	187478	A DESIGN LINE	504.00
03/16/2021	187479	AAA AUTO PARTS & SERVICE	951.41
03/16/2021	187480	ABBEY DOOR	1,373.00
03/16/2021	187481	ACCUSHRED LLC	140.00
03/16/2021	187482	ACUSHNET COMPANY	413.32
03/16/2021	187483	ACUSHNET COMPANY	95.09
03/16/2021	187484	ACUSHNET COMPANY	2,195.23
03/16/2021	187485	ALL PRO EXERCISE	159.88
03/16/2021	187486	AMAZON CAPITAL SERVICES	2,986.17
03/16/2021	187487	ANN ARBOR SPARK	15,000.00
03/16/2021	187488	ANN ARBOR WELDING SUPPLY CO	279.93
03/16/2021	187489	APPLIED IMAGING	1,840.53
03/16/2021	187490	ATCHINSON FORD	105.00
03/16/2021	187491	AUTO VALUE YPSILANTI	220.49
03/16/2021	187492	BARR ENGINEERING COMPANY	1,890.00
03/16/2021	187493	BLUEBEAM, INC.	1,374.00
03/16/2021	187494	CARLISLE/WORTMAN ASSOCIATES	3,732.50
03/16/2021	187495	CINCINNATI TIME SYSTEMS	242.80
03/16/2021	187496	COMERICA BANK	376.95
03/16/2021	187497	E.T. MACKENZIE COMPANY	6,582.45
03/16/2021	187498	FEDERAL EXPRESS CORPORATION	22.71
03/16/2021	187499	FLEETPRIDE	162.28
03/16/2021	187500	FONDRIEST ENVIRONMENTAL, INC	866.78
03/16/2021	187501	GENE BUTMAN FORD	1,530.95
03/16/2021	187502	GRAINGER	2,908.67
03/16/2021	187503	GRIFFIN PEST SOLUTIONS	61.00
03/16/2021	187504	HOME DEPOT	1,185.68
03/16/2021	187505	JEFF ROTHSTEIN	111,352.50
03/16/2021	187506	KBK LANDSCAPING, INC	9,710.00
03/16/2021	187507	KIMBERLY HAMBRIGHT BROWN	120.00
03/16/2021	187508	LOOKING GOOD LAWNS	1,075.00
03/16/2021	187509	LOWE'S	147.76
03/16/2021	187510	LUBRICATION ENGINEERS	325.00
03/16/2021	187511	MCLAIN AND WINTERS	131,100.88
03/16/2021	187512	MENARDS, INC.	83.76
03/16/2021	187513	METCOM	1,567.64
03/16/2021	187514	MICHIGAN LINEN SERVICE, INC.	950.01
03/16/2021	187515	MICHIGAN TOWNSHIP ASSOC.**	79.50
03/16/2021	187516	NYE UNIFORM EAST	198.00
03/16/2021	187517	OFFICE EXPRESS	91.56
03/16/2021	187518	ORCHARD, HILTZ & MCCLIMENT INC	6,728.00
03/16/2021	187519	PARKWAY SERVICES, INC.	130.00
03/16/2021	187520	PETER POWER	560.00
03/16/2021	187521	PM TECHNOLOGIES, LLC	270.00
03/16/2021	187522	PSYBUS	585.00
03/16/2021	187523	RDT LAND COMPANY	13,058.00
03/16/2021	187524	RHETT REYES	1,714.30
03/16/2021	187525	RUBBER STAMPS UNLIMITED INC	52.25
03/16/2021	187526	SAM'S CLUB DIRECT	134.70
03/16/2021	187527	SAM'S CLUB DIRECT	125.00
03/16/2021	187528	SAMANTHA ALAPERT	139.13
03/16/2021	187529	SEMCOG	7,294.00
03/16/2021	187530	SOLOMON DIVING INC.	3,265.00
03/16/2021	187531	SOUTHERN COMPUTER WAREHOUSE	697.53
03/16/2021	187532	SPICER GROUP	646.50
03/16/2021	187533	STANDARD PRINTING	245.00
03/16/2021	187534	STANTEC	10,305.50
03/16/2021	187535	STERICYCLE INC	444.48
03/16/2021	187536	TAYLOR MADE GOLF COMPANY	618.60
03/16/2021	187537	THOMAS PIOTROWSKI	562.50
03/16/2021	187538	THOMSON REUTERS - WEST PAYMENT CTR	41.69
03/16/2021	187539	TINA HOTCHKISS	60.00
03/16/2021	187540	TODD BARBER	1,430.00
03/16/2021	187541	TRANSUNION RISK & ALTERNATIVE	79.60
03/16/2021	187542	UNIFIRST CORPORATION	175.78
03/16/2021	187543	UNITED STATES POSTAL SERVICE	10,000.00
03/16/2021	187544	UNIVERSITY TRANSLATORS	170.00
03/16/2021	187545	VCLOUD TECH	1,371.80
03/16/2021	187546	VERIZON CONNECT NWF, INC.	679.98
03/16/2021	187547	W.J. O'NEIL COMPANY	5,791.53
03/16/2021	187548	WALLSIDE INC.	45.00
03/16/2021	187549	WASHTENAW COUNTY TREASURER#	1,610.00
03/16/2021	187550	WEINGARTZ	1,439.97
03/16/2021	187551	WOLVERINE FREIGHTLINER	323.40
03/16/2021	187552	YAMAHA MOTOR FINANCE CORPORATION	6,900.00
03/16/2021	187553	YPSILANTI ACE HARDWARE	53.31

AP TOTALS:

Check Date	Check	Vendor Name	Amount
Total of 76 Checks:			381,749.98
Less 0 Void Checks:			0.00
Total of 76 Disbursements:			381,749.98

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI
CHECK NUMBERS 65 - 66

Check Date	Check	Vendor Name	Description CREDIT CARDS	Amount
Bank CARDS COMERICA COMMERICAL CARD				
03/16/2021	65(E)	COMERICA BANK	ZOHO MONITORING	420.00
			ARCHERY TRAINING	120.00
			SUBSCRIPTION REWENAL FOR FIRE CHIEF TABL	14.00
			NEW FLAG ROPE	31.30
			RSJOOMLA PLUGIN RENEWAL	69.76
			SOLID WASTE ORDINANCE NOV SIGN (RED)	800.00
			PESTICIDE TESTING FOR JEFF WILLIAMS	165.00
			MFIS VIRTUAL WINTER CONFERENCE MARCH 2 -	150.00
			MFIS VIRTUAL WINTER CONFERENCE MARCH 2 -	150.00
			SCREENCONNECT RENEWAL	384.00
			GOODSYNC SOFTWARE	152.98
				2,457.04

CARDS TOTALS:

Total of 1 Checks:	2,457.04
Less 0 Void Checks:	0.00
Total of 1 Disbursements:	2,457.04

OFFICE OF THE TREASURER
STAN ELDRIDGE



MONTHLY TREASURER'S REPORT
FEBRUARY 1, 2021 THROUGH FEBRUARY 28, 2021

Account Name	Beginning Balance	Cash Receipts	Cash Disbursements	Ending Balance
101 - General Fund	5,008,031.07	2,498,354.59	2,169,277.34	5,337,108.32
101 - Payroll	253,566.10	605,822.97	658,464.07	200,925.00
101 - Willow Run Escrow	145,372.07	2.35	0.00	145,374.42
206 - Fire Department	460,054.36	731,284.35	424,637.08	766,701.63
208 - Parks Fund	22,894.78	0.36	539.49	22,355.65
212 - Roads/Bike Path/Rec/General Fund	152,166.46	268,316.37	138,186.50	282,296.33
226 - Environmental Services	897,282.88	9,276.45	110,909.88	795,649.45
230 - Recreation	51,031.38	105,613.50	45,096.74	111,548.14
236 - 14-B District Court	21,013.13	199,500.32	200,263.57	20,249.88
244 - Economic Development	70,452.39	1.10	0.00	70,453.49
249 - Building Department Fund	1,457,304.08	89,210.27	55,359.00	1,491,155.35
250 - LDFA Tax	19,993.60	0.31	0.00	19,993.91
252 - Hydro Station Fund	757,771.36	45,562.41	20,985.62	782,348.15
266 - Law Enforcement Fund	3,902,209.38	140,997.64	636,429.06	3,406,777.96
398 - LDFA 2006 Bonds	117,405.07	1.84	0.00	117,406.91
584 - Green Oaks Golf Course	208,119.77	82,526.76	146,269.50	144,377.03
590 - Compost Site	825,405.24	36,514.09	25,063.30	836,856.03
595 - Motor Pool	286,549.91	21,934.32	2,675.98	305,808.25
701 - General Tax Collection	30,000.03	74,241.06	8,370.88	95,870.21
703 - Current Tax Collections	19,112,490.70	9,859,554.35	4,500,100.02	24,471,945.03
707 - Bonds & Escrow/GreenTop	1,414,119.49	59,534.91	10,000.25	1,463,654.15
708 - Fire Withholding Bonds	130,778.88	13,119.14	0.00	143,898.02
893 - Nuisance Abatement Fund	66,087.89	841.03	850.00	66,078.92
GRAND TOTAL	**35,410,100.01**	**14,842,210.49**	**9,153,478.28**	**41,098,832.22**

ATTORNEY REPORT

GENERAL LEGAL UPDATE

OLD BUSINESS

Charter Township of Ypsilanti

RESOLUTION 2021-11

(In Reference to Proposed Ordinance Amendment 2021 - 495)

Prohibiting Recreational Marijuana Establishments within Ypsilanti Township as Provided by the Recreational Marijuana Ballot Initiative 1 of 2018

Whereas, at a regular meeting of the Ypsilanti Township Board of Trustees held on ***June 16, 2020*** the Township Board adopted Ordinance Number 2020-490 which prohibited "***Recreational Marijuana Establishments***" within Ypsilanti Township as provided by the "***Recreational Marijuana Ballot Initiative 1 of 2018***" and;

Whereas, Township Ordinance Number 2020-490 contained a section entitled "***Effective Date***" which stated *inter alia* that "***This ordinance shall cease effect on March 31, 2021***" and;

Whereas, the COVID-19 pandemic has placed constraints on the Ypsilanti Township Board of Trustees and the Ypsilanti Township Planning Commission's ability to schedule and hold meetings in person so as to fulfill the Township's commitment to achieve "***Community Engagement***" with its Residents, Neighborhood Watch Groups, Businesses, and all other interested community organizations regarding a number of regulatory and land use decisions that will be codified in the Township's Zoning Ordinance as it pertains to recreational marijuana and;

Whereas, the Ypsilanti Township Board of Trustees wishes to fulfill this commitment of "***Community Engagement***" and, as such, has determined that the "***Effective Date***" for Ordinance Number 2020-490 to cease effect should be extended to ***March 31, 2022*** so as to allow for further community engagement as well as adoption of ordinances and regulations pertaining to recreational marijuana.

NOW THEREFORE BE IT RESOLVED that Ordinance Amendment Number 2021-495 attached hereto is incorporated by reference and is hereby adopted in its entirety.

Charter Township of Ypsilanti

PROPOSED ORDINANCE NO. 2021-495

An Ordinance Amending Ordinance 2020-490 Prohibiting Recreational Marijuana Establishments within Ypsilanti Township as Provided by the Recreational Marijuana Ballot Initiative 1 of 2018

The Charter Township of Ypsilanti hereby Ordains that Ordinance Number 2020-490 shall be amended as follows:

Effective Date

This Ordinance shall become effective upon publication in a newspaper of general circulation as required by law. This Ordinance shall cease effect on ***March 31, 2022***. Furthermore, the Township's Planning Director, Planning Consultants, and Township Attorneys are hereby directed to provide the Ypsilanti Township Board of Trustees with quarterly updates which pertains to all information and research that is being conducted.

Severability

Should any section, subdivision, sentence, clause or phrase of this Ordinance be declared by the Courts to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof other than the part as invalidated.

Publication

This Ordinance shall be published in a newspaper of general circulation as required by law.

Effective date

This Ordinance shall become effective upon publication in a newspaper of general circulation as required by law.

I, Heather Jarrell Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2021-495 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on February 16, 2021. The second reading is scheduled to be heard on March 16, 2021.

Heather Jarrell Roe

Heather Jarrell Roe, Clerk

Charter Township of Ypsilanti

NEW BUSINESS

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
STAN ELDRIDGE
HEATHER JARRELL ROE
MONICA ROSS WILLIAMS
JIMMIE WILSON, JR.

ytown.org
A community of opportunity

Charter Township of Ypsilanti
Supervisor

Clerk's Office

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-4700
Fax: (734) 484-5156

MEMORANDUM

To: Ypsilanti Township Board of Trustees

From: Heather Jarrell Roe, Ypsilanti Township Clerk

Subject: Request of Property Owners Mark R. and Linda S. Girard to Terminate the PA 116 Farmland Development Rights Agreement for the 57 Acres Located at 7200 and 7300 Bunton Road Which is Not Scheduled to Expire Until December 31, 2028

A. BACKGROUND

Dear Board of Trustee Members:

On ***October 20, 2009*** the Ypsilanti Township Board of Trustees at a regular meeting held on that date approved an "***Application for Farmland Agreement***" pursuant to the "***Farmland and Open Space Preservation Program***" that was filed by Mark R. and Linda S. Girard for their 57 acres of farmland located at 7200 and 7300 Bunton Road. This Application is commonly referred to as "***PA 116***" and provides the property owners with certain tax credits for a number of years in exchange for the property being left vacant and utilized as farmland.

The initial "***Application for Farmland Agreement***" approved by the Township Board was to run for ten years, thereby expiring in 2019. However, prior to the expiration date, the property owners entered into a new "***Farmland Development Agreement***" with the State of Michigan which Agreement did ***NOT*** require the approval of Ypsilanti Township. This current Agreement is not scheduled to expire until ***December 31, 2028*** and I have attached to this Memorandum a copy of the current Farmland Development Rights Agreement which is in effect for the 57 acres located at 7200 and 7300 Bunton Road.

B. APPLICATION FOR TERMINATION OF THE FARMLAND DEVELOPMENT RIGHTS AGREEMENT SUBMITTED BY THE PROPERTY OWNERS TO THE CLERK'S OFFICE ON DECEMBER 21, 2020

Just prior to the Township Civic Center being closed in observance of the Christmas and New Year holidays, our office received, on ***December 21, 2020***, from Property Owners Mark R. and Linda S. Girard an "***Application for Termination of the Farmland Development Rights Agreement***" which, again, is not scheduled to expire until 2028. According to the Application filed by the Girards, the basis for this request for Termination of the Agreement is due to their belief that the "***Farmland is no longer economically viable.***" According to the provisions of PA 116, one of the reasons that a property owner is allowed to terminate the Farmland Development Rights Agreement is if said farmland is no longer economically viable. I have attached to this Memorandum a copy of the Application for Termination filed by the Girards wherein they assert in part that "***The total harvest of crops from this land does not cover the cost of production and taxes assessed with the property.***"

The Girards go on to state that they "***have a party interested in the land for development and feel this is a better use of the land.***" As a side note, if the Application for Termination is approved by the Township Board and, ultimately, the ***Michigan Department of Agriculture and Rural Development*** ("MDARD"), the property owners will be required to pay back the last seven years of tax credits that they received plus 6% simple interest on the property being removed from this Agreement. Upon receipt of the Application for Termination I spoke with representatives of the MDARD and confirmed that our office is required to notify the same county agencies that were initially notified back in 2009 for comment which agencies are the Washtenaw County Conservation District and the Washtenaw County Regional Planning Commission.

However, since the Washtenaw County Regional Planning Commission is no longer in existence, I was advised to notify the Ypsilanti Township Planning Commission (which has planning and zoning authority over this property) for comment. In addition, I also sent a copy of the Application to the Washtenaw County Parks and Recreation Department who is reviewing these Applications for comment as well. Those notices were sent to the aforementioned agencies via certified mail as well as the Township Planning Commission. The only written comments that were received by my office were from Ypsilanti Township Planning Director Jason Iacoangeli on behalf of the Township Planning Commission.

I have attached to this Memorandum a copy of Planning Director Iacoangeli's letter dated ***February 19, 2021***.

C. ACTION REQUIRED BY THE YPSILANTI TOWNSHIP BOARD OF TRUSTEES

As set forth in PA 116, once the Township has received the Application for Termination of the Farmland Development Agreement and all required notices have been sent to the various agencies of Washtenaw County, as well as the Ypsilanti Township Planning Commission, the Township Board can do one of the following: ***1. Approve the Application as submitted by the Girards, 2. Deny the Application, or 3. Waive the right to approve or deny the Application for Termination***. In the event the Township does approve the request of the Girards to terminate the Agreement, that Application, along with any comments received, is forwarded to the MDARD. If the Township denies the Application or waives the right to approve or deny the Application, the MDARD is still notified after which the property owners may appeal the decision of the Township to the MDARD.

In closing I have discussed this matter with Township Attorney Wm. Douglas Winters who concurs that this Application for Termination of the Farmland Development Rights Agreement filed by Property Owners Mark R. and Linda S. Girard for the 57 acres of farmland located at 7200 and 7300 Bunton Road is in proper form for the Board's consideration.

The land cannot economically sustain itself and we have someone interested in purchasing the land to build homes. We know we have to pay the liens on the farm with interest but still feel this is the best option going forward.

Thanks for your help,

Mark and Linda Girard

On 12/18/2020 2:14 PM, Heather Jarrell Roe wrote:

> Mark,
> I wanted to follow up on our conversation yesterday. I want to make sure that I understand your request and was hoping you could explain that in writing here. I want to make sure we take the next right steps in regards to the PA 116.
>
> Thank you,
> Heather
>
> ---
>
> The Ypsilanti Township Civic Center and Community Center are closed to public walk-ins Friday, November 20th through Friday, December 11th. We encourage Township business to take place via phone, email or online at https://ytown.org. Appointments must be made for Township business that must be done in-person. Visit https://ytown.org to find the correct department's email or phone to schedule your appointment.

The Ypsilanti Township Civic Center and Community Center are closed to public walk-ins until further notice. We encourage Township business to take place via phone, email or online at https://ytown.org. Appointments must be made for Township business that must be done in-person. Visit https://ytown.org to find the correct department's email or phone to schedule your appointment.

73899Agreementdoc.pdf
829 KB

Michigan
Department of AGRICULTURE

Rev. 032906

P.A. 116 Farmland Preservation

Request for Termination of ENTIRE AGREEMENT Prior to Expiration

Find the type of release that best fits your situation, check that box, then gather the documentation required and submit entire request packet to address shown at the end of this section.

☐ **Termination Due to Death of a Named Person on the Agreement:**
- Include items 1 & 2 from list below.

☐ **Termination Due to Disability of a Named Person on the Agreement:**
Do you have more than one Agreement?

☐ **YES** - All Agreements must be terminated when due to disability;
- List all Agreement numbers: _____

_____

- Include item 3 from list below.

☐ **NO**
- Include items 1 & 3 from list below.

☐ **Termination Due to Public Interest:**
- Include item 4 from list below.

☒ **Termination Due to Farmland is No Longer Economically Viable:**
- Include item 4 from list below.

☐ **Termination Due to Surrounding Land Uses Restrict Farming:**
- Include item 4 from list below.

☐ **Termination Due to a Natural, Irreversible Change that Occurred to the Land that Restricts Farming:**
- Include item 4 from list below.

☐ **Termination Due to a Court Order that Restrict Farming:**
- Include item 4 from list below.

LIST OF ITEMS THAT MAY BE REQUIRED WITH REQUEST

1. The Farmland Development Rights Agreement number or a copy of the Agreement.
2. Copy of the death certificate (request must be within 3 years of date of death).
3. Signed statement from a physician stating the type and severity of the disability, and that the condition represents a total and permanent disability.
4. A completed Application for Termination of a Farmland Development Rights Agreement.

FARMLAND PROGRAM
MDA-ESD
P.O. Box 30449
LANSING, MI 48909

INCOMPLETE REQUESTS WILL BE RETURNED TO SENDER

L: 5297 P: 260 6484022 AG
03/28/2019 09:47 AM Total Pages: 2
Lawrence Kestenbaum, Washtenaw Co

STATE OF MICHIGAN - FARMLAND DEVELOPMENT RIGHTS AGREEMENT

PLEASE RECORD THIS DOCUMENT BEFORE 4/8/2019
AGREEMENT #81-62304-123128

THIS FARMLAND DEVELOPMENT RIGHTS AGREEMENT, MADE AND EXECUTED THIS 27 day of March AD, 2019, by and between Mark R Girard and Linda S Girard, Husband and Wife hereinafter referred to as the "Owner" and the Department of Agriculture and Rural Development for and on behalf of the State of Michigan; WITNESSETH WHEREAS, the Owner owns real property in the County of Washtenaw , State of Michigan, hereinafter referred to as the "Subject Property", which is described as follows:

NE 1/4 of the NE 1/4 of Section 35, T3S R7E, ALSO the N 1/2 of the SE 1/4 of the NE 1/4 of Section 35, EXCEPT part of the NE 1/4 of Sec 35, desc as beginn at a point 33 ft S from the NE corner of Sec 35, th S 198 ft, th S 89deg56'56" W 660 ft, th N 198 ft, th N 89deg56'56" E 660 ft to the POB. All land is located in Section 35, T3S R7E, Ypsilanti Township, Washtenaw County, Michigan.

This Agreement shall serve notice of the removal and replacement of the property described above from a similar Agreement recorded in the Washtenaw County Register of Deeds Office in Liber 4770, Page 970 on January 27th, 2010.

WHEREAS, Subject Property is now devoted to agricultural uses and uses compatible thereto; and
WHEREAS, the Owner and State of Michigan desire to limit the use of Subject Property to agricultural uses and uses compatible thereto in order to preserve a maximum of agricultural land, to conserve Michigan's economic resources, to maintain the agricultural economy, to assure a supply of food and fiber for future residents of the State and to discourage the premature and unnecessary conversion of agricultural land to more intensive uses, recognizing that such land has public value as agricultural land and constitutes an important physical, social, aesthetic and economic asset to the Owner and the State; and
WHEREAS, both the Owner and the State of Michigan intend that the terms, conditions and restrictions of this Agreement be consistent with those Agreements authorized by Part 361 of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994 (being Sections 324.36101 to 324.36117 of Michigan Compiled Laws annotated).
NOW, THEREFORE, the parties hereto for and in consideration of benefits to each of them accruing by virtue hereof AGREE that:

1. This Agreement is made and entered into pursuant to the provisions of Part 361 of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994 and all of the provisions of said Act are incorporated herein by reference and made a part thereof.
2. A structure shall not be built on the Subject Property except for use consistent with farm operations, which includes a residence for an individual essential to the operation of the farm under section 36111(2)(b), or lines for utility transmission or distribution purposes or with the approval of the local governing body and the state land use agency.
3. Land improvements shall not be made except for use consistent with farm operations or with the approval of the local governing body and the state land use agency.
4. Any interest in the subject property shall not be sold except a scenic, access or utility easement which does not substantially hinder farm operations.
5. Public access is not permitted on the land unless agreed to by the owner.
6. The exploration and extraction for natural gas and oil is hereby permitted provided the Department of Agriculture and Rural Development shall be notified by the owner when such activity takes place. The extraction of other surface and sub-surface minerals is hereby prohibited unless specifically approved by the Department of Agriculture and Rural Development, and the Ypsilanti Township Board
7. The term of this Agreement shall be for twenty (20) years, commencing on the 1st day of January, 2009, and ending on the 31st day of December, 2028.
8. This agreement may be terminated subject to the same provisions and with like penalties as set forth in Part 361 of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994 for the termination of said Agreements.
9. If the Subject Property is sold to another party whose name does not appear on this Agreement, the seller must obtain a signed statement from the purchaser which declares that the purchaser will honor all conditions and restrictions contained in this Agreement and declares that the purchaser will assume responsibilities for all payback and/or penalty provisions provided by law.
10. This Agreement shall constitute a covenant running with the land and shall be binding upon and inures to the benefit of the heirs, executors, administrators, successors, trustees and assigns to the parties.

(A3)

Time Submitted for Recording
Date 3-28 20 19 Time 9:43 AM
Lawrence Kestenbaum
Washtenaw County Clerk/Register

Return to:
Mark Girard
48445 W Huron River Dr
Belleville MI 48111
AGREEMENT# 81-62304-123128
Extend SMT

Prepared by:
Richard A Harlow, Program Manager
MDARD-ESD Farmland Program
PO Box 30449
Lansing, MI 48909

State of Michigan Use Only

State of Michigan
Department of Agriculture and Rural Development
Farmland & Open Space Preservation Program
Environmental Stewardship Division

Richard A Harlow, Program Manager

STATE OF MICHIGAN
COUNTY OF INGHAM

On this October 10th 2018 AD, before me, a Notary Public in and for said County personally appeared Richard A Harlow, Program Manager to me known to be the same person who executed the foregoing agreement, and who acknowledged the same to be his free act and deed and the free act of the Department of Agriculture and Rural Development for the State of Michigan in whose behalf he acts.

Lexava L Smith, Notary Public
Eaton County, Michigan acting in Ingham County, Michigan
My Commission Expires: April 17, 2019

Do not write above this line - State of Michigan Use Only

IN WITNESSTHEREOF, the party(ies) have executed this Agreement as of the date notarized below.

(x) _____
Mark R Girard
STATE OF MICHIGAN
COUNTY OF Washtenaw
On this 28 day of March AD 2019, before me, a Notary Public, personally appeared Mark R Girard to me known to be the same person who executed the foregoing instrument, and who acknowledges the same to be his/her own free act and deed.

(x) _____ Notary Public
Comm Exp: 12-4-2019
Washtenaw County, MI acting in _____ County, MI

Frederick Jay Strike, Notary Public
State of Michigan, County of Washtenaw
My Commission Expires 12/4/2019
Acting in the County of _____
Place Notary Stamp or Seal Here

(x) _____
Linda S Girard
STATE OF MICHIGAN
COUNTY OF Washtenaw
On this 28 day of March AD 2019, before me, a Notary Public, personally appeared Linda S Girard to me known to be the same person who executed the foregoing instrument, and who acknowledges the same to be his/her own free act and deed.

(x) _____ Notary Public
Comm Exp: 12-4-2019
Washtenaw County, MI acting in _____ County, MI

Frederick Jay Strike, Notary Public
State of Michigan, County of Washtenaw
My Commission Expires 12/4/2019
Acting in the County of _____
Place Notary Stamp or Seal Here

Return to;
Mark Girard
48445 W Huron River Dr
Belleville MI 48111
AGREEMENT# 81-62304-123128
Extend SMT

Prepared by:
Richard A Harlow, Program Manager
MDARD-ESD Farmland Program
PO Box 30449
Lansing, MI 48909

Michigan Department of AGRICULTURE

Farmland and Open Space Preservation Program

APPLICATION FOR TERMINATION OF A FARMLAND DEVELOPMENT RIGHTS AGREEMENT

(Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, more commonly known as P.A. 116. Please read the Requirements and Instructions before filling out this form. Please print or type. Attach additional sheets as needed.)

OFFICIAL USE ONLY
Local Governing Body:

Date Received: _____

Application No.: _____

State:

Date Received: _____

Application No.: _____

A. Personal Information:

1) Name(s) of Applicant: (Owner of Record) Girard (Last) Mark (First) R (Initial)

Spouse's Name: Girard (Last) Linda (First) S (Initial)

2) Mailing address: 48445 W. Huron River Dr (Street) Belleville (City) MI (State) 48111 (Zip Code)

3) Telephone Number: (Area Code) _____

4) _____ (Social Security Number) _____ (Spouse's Social Security Number)

5) Federal Employer Identification Number (if applicable): _____

6) Farmland Development Rights Agreement # 81-62304-123118

B. Property Location: (Can be taken from the deed.)

7) County: Washtenaw 8) Township, city or village: Ypsilanti

9) Section No.: 35 ; Town #: T3S ; Range #: R7E

C. Legal Information:

10) Attach a copy of the deed or land contract (may be a photo copy).

11) Attach a copy of the most recent property tax assessment notice or tax bill.

12) Is there a tax lien against the land described above? (may be photo copy) ☐ Yes ☒ No

If "Yes," please explain circumstances: _____

13) Is land being purchased under land contract? ☐ Yes ☒ No

a) If "Yes," indicate vendor (seller):

Name: _____

Mailing Address: _____ (Street) (City) (State) (Zip Code)

b) Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, states that the vendor (seller) must agree to allow the land cited in the application to be released from the program. Please have the land contract *seller* sign below.

I, the undersigned, understand and agree to permit the land cited in this application to be released from the Farmland and Open Space Preservation Act.

_____ (Date)

_____ (Land Contract Seller's Signature)

14) If you meet one of the following, please check the appropriate box and complete the following (Not applicable to an individual not meeting one of the categories - please leave blank):

- ☐ Corporation
- ☐ Business Trust
- ☐ Estate
- ☐ Trust
- ☐ Partnership
- ☐ Association
- ☐ 2 or more persons having a joint or common interest in the land

List the following: President, Vice President, Secretary and Treasurer, or present income beneficiaries:

Name: _____ Title: _____
Mailing Address: _____
Street City State Zip

Name: _____ Title: _____
Mailing Address: _____
Street City State Zip

Name: _____ Title: _____
Mailing Address: _____
Street City State Zip

Name: _____ Title: _____
Mailing Address: _____
Street City State Zip

(Additional Names may be attached on separate sheet.)

D. Reasons for Withdrawal of Land From Program:
Section 36111A indicates eight requirements, one of which must be met, in order to receive approval to withdraw land from the program earlier than the specified expiration date in the agreement contract. (See application instructions for the text of the stated rule containing this procedure.)

15) Please provide a *detailed* explanation of why the land should be released from the agreement contract. (Supporting documentation should be attached to this form.)

Termination Due to Farmland is No Longer Economically Viable.
With the rising cost of seed, fertilizer, spray, labor, fuel, harvesting, trucking and taxes the property is unable to sustain itself.
The total harvest of crops from this land does not cover the cost of production + taxes associated with the property.
We have a party interested in the land for development and feel this is a better use of the land.

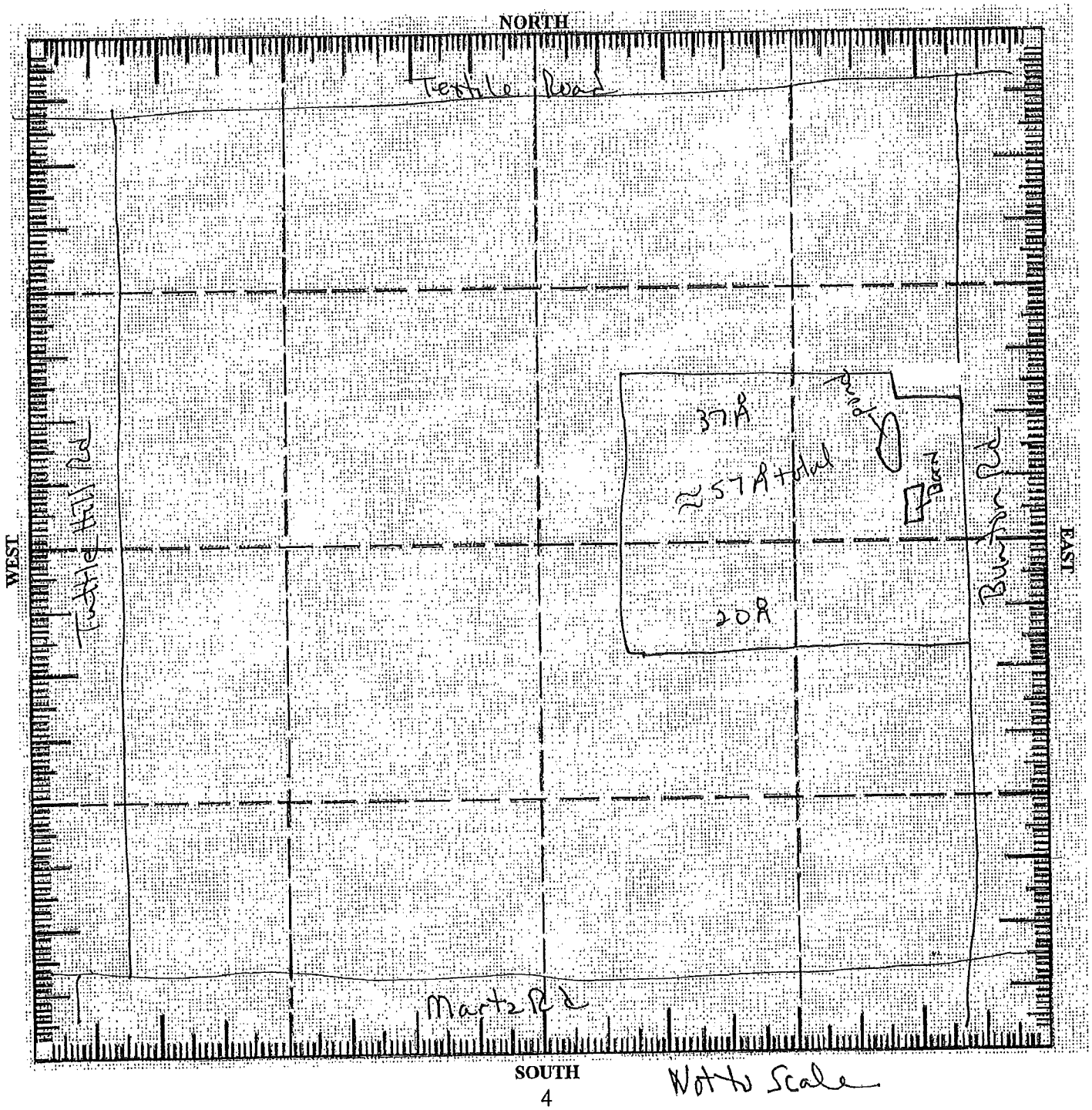
(Continued explanations may be attached.)

16) Please draw a map (sketch) of the property, showing boundaries, structures and natural or man-made features such as lakes, ponds, swamps, streams, rivers, woodlots, roads, or gravel pits. (Use space provided on page 4 or attach separate sheet.)

Map of Farmland Cited in the Application Form:

A. Show boundary of land cited in application.
B. Show buildings as ■ house, □ barn, etc., also sketch roads and other avenues of travel.
C. Outline and designate the current uses of the property if possible.

County Washtenaw
Township Ypsilanti
T 3S R 7E SEC 35



E. Signatures:

17) The undersigned declare that this application, including any accompanying informational materials, has been examined by them and to the best of their knowledge and belief is true and correct.

(Signature of Applicant(s))

n/a
(Corporation Name if Applicable)

(Signature of Co-Owner(s))

n/a
(Signature of Corporate Officer)

12-21-2020
(Date)

owner
(Title)

. . . . . .

[illegible]

I. Action by Local Governing Body: Jurisdiction: _____
County, Township, City or Village

Date received by clerk: _____

This application is _____ approved, _____ rejected.
(If rejected, see attached statement by Local Governing Body.)
Date of approval or rejection: _____ Clerk's signature and seal: _____

Property Appraisal: The current fair market value of the real property in this application has been determined to be $ _____

II. Check List:

DATE

____ Upon filing an application, clerk issues receipt indicating date received.

____ Clerk notifies reviewing agencies by forwarding a copy of the application (review agencies have 30 days to return comments).

SENT	RECD	
____	____	County or Regional Planning Commission
____	____	Soil Conservation District
____	____	Township (if county has jurisdiction)
____	____	City (if land is within 3 miles of city boundary)
____	____	Village (if land is within 1 mile of village boundary)
____	____	Clerk schedules application for presentation at next regular meeting of governing body (governing body has 45 days from meeting date to approve or reject application).
____	____	Clerk notifies applicant 5 days before action is taken on the application by the local governing body.
____	____	Approval or rejection by local governing body.

____ If approved, applicant is notified and the original application, letters of review or comment from reviewing agencies and all supportive material is sent to the MDA - Farmland and Open Space Program, PO Box 30449, Lansing, MI 48909

____ If rejected, clerk notifies applicant in writing within 10 days stating reason for rejection and returning the application, etc. to the applicant.

FINAL APPLICATION SHOULD INCLUDE (✓)

____ Copy of deed or land contract
____ Copy of tax description
____ Copy of recent appraisal record
____ Map of farm

REVIEW LETTERS FROM

____ County planning commission or regional planning commission
____ Soil conservation district
____ Township (if applicable)
____ City (if applicable)
____ Village (if applicable)

WARRANTY DEED
STATUTORY FORM
FOR INDIVIDUALS

TAT# 602228

KNOW ALL MEN BY THESE PRESENTS: That William T. Hales and Marvel Jean Hales, husband and wife surviving joint tenants of Ethel M. Sweet, deceased, whose death certificate*

whose street number and postoffice address is , , 1364 Salina, Dearborn, MI 48120

Convey and Warrant to Mark R. Girard and Linda S. Girard, husband and wife

whose street number and postoffice address is [redacted] huron River Drive, [redacted] Belleville, MI 48111

the following described premises situated in the Township of Ypsilanti County of Washtenaw and State of Michigan, to-wit:

The Northeast quarter of the Northeast quarter of Section 35, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, ALSO the North half of the Southeast quarter of the Northeast quarter of Section 35, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan EXCEPTING the following parcel of land: Part of the Northeast quarter of Section 35, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan being more particularly described as beginning at a point distant 33.00 feet* from the Northeast corner of Section 35, thence due South 198.00 feet; thence South 89 degrees 56 minutes 56 seconds West 660.00 feet; thence due North 198.00 feet; thence North 89 degrees 56 minutes 56 seconds East 660.00 feet to the POINT OF BEGINNING.

*South

MJH. W.J.H.

7200 Bunton Road
11-035-001-10 11-035-002-00

*is recorded in Liber _____ Page _____, Washtenaw County Records.

for the sum of One Hundred Sixty Five Thousand and 00/100.....Dollars ($**165,000.00*)

subject to Building and use restrictions and easements of record, if any.

Dated this 6th day of February 19 91

Signed and Sealed in presence of

Anita Jean Roos
Anita Jean Roos

Arlene Riba
Arlene Riba

Signed and Sealed:

William T. Hales (L.S.)
William T. Hales

(L.S.)

Marvel Jean Hales (L.S.)
Marvel Jean Hales

(L.S.)

STATE OF MICHIGAN
COUNTY OF Washtenaw ss.

The foregoing instrument was acknowledged before me this *(1) 6th day of February 19 91
by *(2) William T. Hales and Marvel Jean Hales, husband and wife surviving joint tenants of Ethel M. Sweet, deceased, whose death certificate* is recorded in Liber _____ Page _____, Washtenaw County Records.

*(3) Anita Jean Roos
Anita Jean Roos, Notary Public, Washtenaw County, Michigan

My Commission expires April 20 19 92

Michigan Department of Treasury,
1019 (Rev. 10-19)

THIS IS NOT A TAX BILL

L-4400
682

Notice of Assessment, Taxable Valuation, and Property Classification

This form is issued under the authority of P.A. 206 of 1893, Sec. 211.24 (c) and Sec.211.34c, as amended. This is a model assessment notice to be used by the local assessor.

FROM

CHARTER TOWNSHIP OF YPSILANTI
ASSESSORS OFFICE
7200 S HURON RIVER DR
YPSILANTI, MI 48197
Address Service Requested

PARCEL IDENTIFICATION

PARCEL CODE NUMBER:
K -11-35-100-009

PROPERTY ADDRESS:
7200 BUNTON RD

******AUTO**ALL FOR AADC 481
GIRARD, MARK R. & LINDA S.
48445 W HURON RIVER DR
VAN BUREN TWP, MI 48111-2526

PRINCIPAL RESIDENCE EXEMPTION

% Exempt As "Homeowners Principal Residence" : 0 %

% Exempt As "Qualified Agricultural Property" : 100 %

ACCORDING TO MCL 211.34c THIS PROPERTY IS CLASSIFIED AS: 402 (RESIDENTIAL VACANT)

PRIOR YEAR'S CLASSIFICATION: 402 (RESIDENTIAL VACANT)

The change in taxable value will increase/decrease your tax bill for this year by approximately: **$119**	PRIOR AMOUNT YEAR: 2019	CURRENT TENTATIVE AMOUNT YEAR: 2020	CHANGE FROM PRIOR YEAR TO CURRENT YEAR
1. TAXABLE VALUE (Current amount is tentative):	132,608	135,127	2,519
2. ASSESSED VALUE:	140,100	140,100	0
3. TENTATIVE EQUALIZATION FACTOR: 1.000			
4. STATE EQUALIZED VALUE (Current amount is tentative):	140,100	140,100	0
5. There WAS/WAS NOT a transfer of ownership on this property in 2019 . **WAS NOT**			

The 2020 Inflation rate Multiplier is: 1.019

Legal Description: YP#35-1A :THE NE 1/4 OF NE 1/4 SEC 35 T3S-R7E EXC THE FOLLOWING: BEG AT A POINT DISTANT 33 FT FROM NE COR, TH S 198 FT, TH S 89-56-56 W 660 FT: TH N 198 FT: TH N 89-56-56 E 660 FT TO POB. 37 ACRES.

March Board of Review Appeal Information:

The Taxable Value, the Assessed Value, the State Equalized Value, the Property Classification, or the Transfer of Ownership may be appealed by filing a protest with the Local Board of Review. Protests are made to the Board of Review by completing a Board of Review Petition Form. A Petition Form may be obtained directly from the local unit or from the State Tax Commission's website at www.michigan.gov/taxes. Click on the "Property Taxes" box, select "Forms and Instructions," then click on "Board of Review" to obtain a "Petition to the Board of Review," Form 618 (L-4035).

APPEALS TO THE BOARD OF REVIEW ARE BY MAIL OR APPOINTMENT ONLY. **PLEASE CALL 734-487-4927**

APPOINTMENT DATES ARE:	**MARCH 9TH**	**9:00 AM TO 4:00 PM**
	MARCH 10TH	**9:00 AM TO 4:00 PM**
	MARCH 11TH	**5:00 PM TO 9:00 PM**

NOT LESS THAN 14 DAYS before the meeting of the Board of Review, the assessment notice shall be mailed to the property owner.

Property taxes were calculated on the Taxable Value (see line 1 above). The Taxable Value number entered in the "Change from Prior Year to Current Year" column, does not indicate a change in your taxes. This number indicates the change in Taxable Value.

State Equalized Value is the Assessed Value multiplied by the Equalized Factor, if any. State Equalized Value must appoximate 50% of the market value.

IF THERE WAS A TRANSFER OF OWNERSHIP on your property in 2019, your 2020 Taxable Value will be the same as your 2020 State Equalized Value.

IF THERE WAS NOT A TRANSFER OF OWNERSHIP on your property in 2019, your 2020 Taxable Value is calculated by multiplying your 2019 Taxable Value by 1.019 (Inflation Rate Multiplier for the current year). Physical changes in your property may also increase or decrease your Taxable Value. Your 2020 Taxable Value cannot be higher than your 2020 State Equalized Value.

The denial of an exemption from the local school operating tax for "qualified agricultural properties" may be appealed to the local Board of Review. The denial of an exemption from the local school operating tax for a "homeowner's principal residence" may be appealed to the Michigan Tax Tribunal by the filing of a petition within 35 days of issuance of this notice. The petition must be a Michigan Tax Tribunal form or a form approved by the MichiganTax Tribunal. Michigan Tax Tribunal forms are available at www.michigan.gov/taxtrib.

Filing a protest at the Board of Review is necessary to protect your right to further appeal valuation and exemption disputes to the Michigan Tax Tribunal and classification appeals to the State Tax Commission. Properties classified Commercial Real, Industrial Real or Developmental Real may be appealed to the regular March Board of Review or to the Michigan Tax Tribunal by filing a petition by May 31. Commercial Personal, Industrial Personal, or Utility Personal Property may be appealed to the regular March Board of Review or to the Michigan Tax Tribunal by filing of a petition by May 31 if a personal property statement was filed with the local unit prior to the commencement of the Board of Review as provided by MCL 211.19, except as otherwise provided by MCL 211.9m, 211.9n and 211.9o. The petition must be a Michigan Tax Tribunal form or a form approved by the Michigan Tax Tribunal. Michigan Tax Tribunal forms are available at www.michigan.gov/taxtrib.

To claim a PRE, complete the "Principal Residence Exemption Affidavit" (Form 2368) and file it with your township or city of the year of the claim. A valid affidavit filed on or before June1 allows an owner to receive a PRE on the current year summer and winter tax levy and subsequent tax levies so long as it remains the owner's principal residence. A valid affidavit filed ater June 1 and on or before November 1 allows an owner to receive a PRE on the current winter tax levy and subesquent tax levies so long as it remains the owner's principal residence.

Michigan Department of Treasury,
1019 (Rev. 10-19)

THIS IS NOT A TAX BILL

L-4400
681

Notice of Assessment, Taxable Valuation, and Property Classification

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FROM

CHARTER TOWNSHIP OF YPSILANTI
ASSESSORS OFFICE
7200 S HURON RIVER DR
YPSILANTI, MI 48197
Address Service Requested

PARCEL IDENTIFICATION

PARCEL CODE NUMBER:
K -11-35-100-008

PROPERTY ADDRESS:
7300 BUNTON RD

"""AUTO"ALL FOR AADC 481
GIRARD, MARK R. & LINDA S.
5 W HURON RIVER DR
VAN BUREN TWP, MI 48111-2526

PRINCIPAL RESIDENCE EXEMPTION

% Exempt As "Homeowners Principal Residence" : 0 %

% Exempt As "Qualified Agricultural Property" : 100 %

ACCORDING TO MCL 211.34c THIS PROPERTY IS CLASSIFIED AS: 402 (RESIDENTIAL VACANT)

PRIOR YEAR'S CLASSIFICATION: 402 (RESIDENTIAL VACANT)

The change in taxable value will increase/decrease your tax bill for this year by approximately: $65	PRIOR AMOUNT YEAR: 2019	CURRENT TENTATIVE AMOUNT YEAR: 2020	CHANGE FROM PRIOR YEAR TO CURRENT YEAR
1. TAXABLE VALUE (Current amount is tentative):	71,987	73,354	1,367
2. ASSESSED VALUE:	83,300	83,300	0
3. TENTATIVE EQUALIZATION FACTOR: 1.000			
4. STATE EQUALIZED VALUE (Current amount is tentative):	83,300	83,300	0
5. There WAS/WAS NOT a transfer of ownership on this property in 2019 . **WAS NOT**			

The 2020 Inflation rate Multiplier is: 1.019

Legal Description: YP#35-2 N 1/2 OF SE 1/4 OF NE 1/4 SEC. 35 T3S R7E 20.00 AC.

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ytown.org
A community of opportunity

Charter Township of Ypsilanti

MEMORANDUM

To: Washtenaw County Parks and Recreation Commission

From: Heather Jarrell Roe, Ypsilanti Township Clerk

Date: January 22nd, 2021

Subject: ***Farmland Preservation- Comments***

Please accept this notice as formal request for comments on the termination of a farm land preservation agreement. As one of the listed reviewing agencies, please return any comment that you may have within 30 days to the Ypsilanti Township Clerks office. You can do so by email, but I would also like to request a certified letter returned as well. You will find the application of the land owner.

Should you have any questions, please contact my office.

cc: Files

ytown.org
A community of opportunity

Charter Township of Ypsilanti

MEMORANDUM

To: Washtenaw County Conservation

From: Heather Jarrell Roe, Ypsilanti Township Clerk

Date: January 22nd, 2021

Subject: ***Farmland Preservation- Comments***

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Should you have any questions, please contact my office.

cc: Files

ytown.org
A community of opportunity

Charter Township of Ypsilanti

MEMORANDUM

To: Ypsilanti Township Planning Commission

From: Heather Jarrell Roe, Ypsilanti Township Clerk

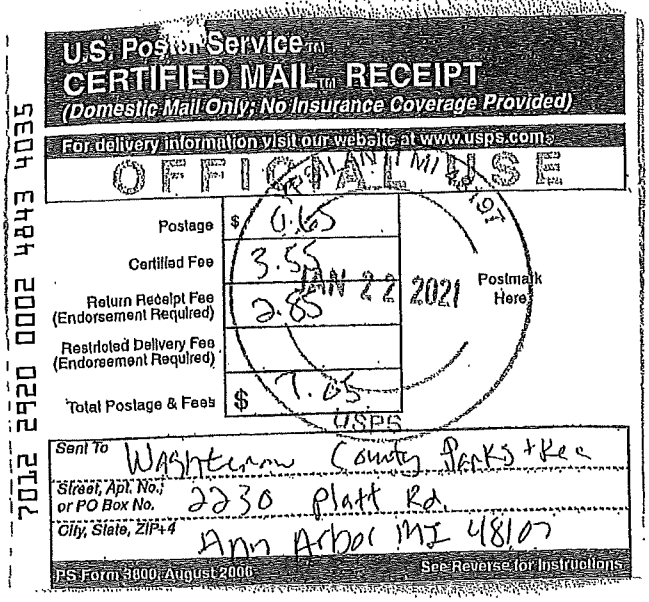
Date: January 25th, 2021

Subject: ***Farmland Preservation- Comments***

Please accept this notice as formal request for comments on the termination of a farm land preservation agreement. As one of the listed reviewing agencies, please return any comment that you may have within 30 days to the Ypsilanti Township Clerks office. You can do so by email, but I would also like to request a certified letter returned as well. You will find the application of the land owner.

Should you have any questions, please contact my office.

cc: Files



U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com®
OFFICIAL USE

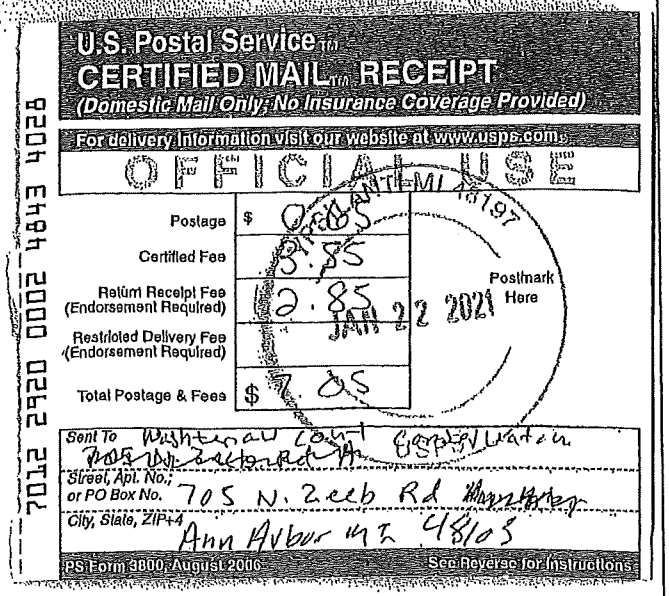
Postage	$ 0.65
Certified Fee	3.55
Return Receipt Fee (Endorsement Required)	2.85
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 7.05

ANN ARBOR MI 481 07
JAN 22 2021
Postmark Here
USPS

Sent To: Washtenaw County Parks + Rec
Street, Apt. No.; or PO Box No.: 2230 Platt Rd.
City, State, ZIP+4: Ann Arbor MI 48107

PS Form 3800, August 2006 — See Reverse for Instructions

7012 2920 0002 4843 4035



U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com®
OFFICIAL USE

Postage	$ 0.65
Certified Fee	3.55
Return Receipt Fee (Endorsement Required)	2.85
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 7.05

ANN ARBOR MI 481 07
JAN 22 2021
Postmark Here

Sent To: Washtenaw County Parks & Rec
Street, Apt. No.; or PO Box No.: 705 N. Zeeb Rd
City, State, ZIP+4: Ann Arbor MI 48103

PS Form 3800, August 2006 — See Reverse for Instructions

7012 2920 0002 4843 4028

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement • Police Services

February 19, 2021

From: Ypsilanti Township Planning Commission

To: Heather Jarrell Roe, Ypsilanti Township Clerk

RE: Farmland Preservation Agreement Termination / Girard Property, Ypsilanti Township

Dear, Clerk Roe

The Planning Commission would like to thank you for extending the opportunity to comment on the matter of the Farmland Development Rights Agreement request for termination for the property located on Bunton Road in Ypsilanti Township. As you know this matter was on the agenda and discussed at the regular Planning Commission meeting held on February 9th, 2021. At this meeting, the Planning Commission discussed this request and how it relates to the Townships goal of Open Space Preservation. Open Space Preservation in the southern half of the Township is a goal put forth in the newly approved Ypsilanti Township 2040 Master Plan. It is the Planning Commissions intention to make Washtenaw County and the State of Michigan aware of this goal by providing the attached sections of the Townships Master Plan to this letter. The sections of the plan identify those areas of the Township considered for Open Space Preservation. The section also includes the objectives and strategies the Township has in place to meet this goal over the next twenty (20) years. These strategies include Agricultural Preservation, Clustered Housing Development, and Open Space Preservation. The land use goals place agricultural preservation at the heart of Open Space Preservation in Ypsilanti Township. It is the Planning Commissions wish that you will forward this letter and attached Master Plan sections as discussed at the February 9th meeting to those regulatory agencies that are seeking comment with regard to this matter.

Respectfully submitted on the behalf of the Planning Commission,

Jason Iacoangeli

Jason Iacoangeli, AICP
Planning Director
Charter Township of Ypsilanti

FUTURE LAND USE MAP

Ypsilanti Township, Washtenaw County

NEIGHBORHOOD PRESERVATION:
Neighborhood Preservation areas are established residential neighborhoods primarily north of Ford Lake and I-94. The intent is to preserve and strengthen the neighborhoods through investment, rehabilitation and infill.

INNOVATION & EMPLOYMENT DISTRICT:
The Innovation and Employment District is intended to be the major employment area of the township. The area is targeted for companies at the cutting edge of innovation with a combination of technology, office, craft manufacturing or light industrial uses.

OPEN SPACE, NEIGHBORHOOD PRESERVATION, & CLUSTER DEVELOPMENT:
Open Space, Neighborhood Preservation, and Cluster Neighborhood areas are in the southern part of the township. These areas can accommodate smaller scale specialized agricultural uses and low density/cluster single-family residential while preserving open spaces, natural features and existing neighborhoods.

AGRICULTURAL PRESERVATION:
Agriculture Preservation is clustered in the south-central portion of the township, where farming operations are active. The category conserves agricultural lands for small, medium and larger farms, and provides stability for the agricultural economy while creating a sense of place.

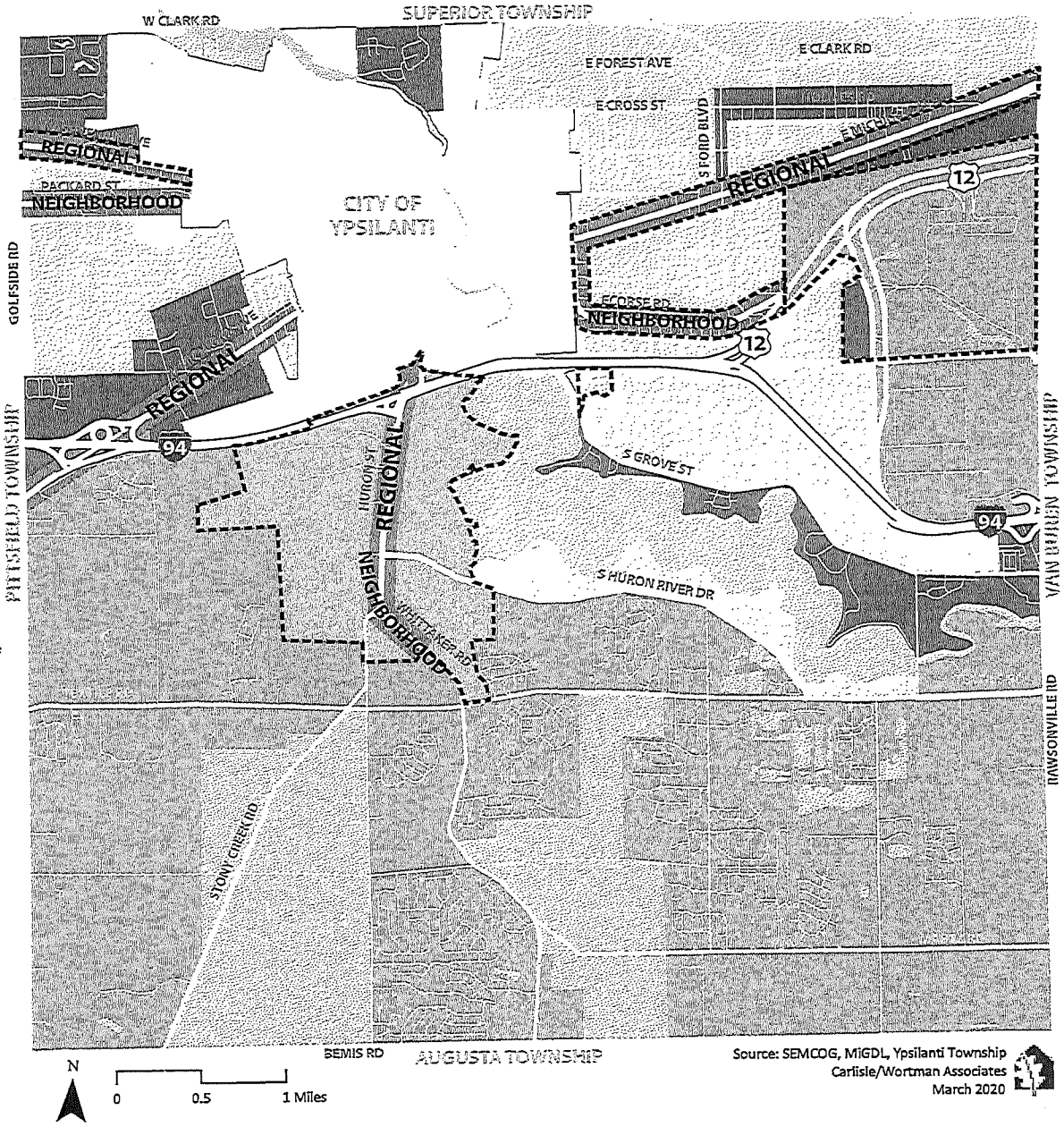
NEIGHBORHOOD TRANSITION DISTRICTS:
Neighborhood transition districts are multiple family housing, commercial and office uses, but can include single-family homes and institutional/civic uses and spaces. Uses shall be compatible with the existing areas and respect adjacent neighborhoods. The district is intended to serve as a sensible transition from Neighborhood Preservation Areas to more intense uses.

TOWNSHIP CORE:
The Township Core is intended to be the central core of the township. It includes the governmental center of the township with the Civic Center, County Courthouse, and the district library. Huron Street and the immediately surrounding area is meant to host a mix of uses from multiple-family residential to commercial to light industrial.

MIXED USE CORRIDORS:
Mixed Use Corridors are developed transportation arteries, with a mixture of residential, commercial, office and employment uses. The intent is to improve the function, investment value and aesthetics of corridor. There are two types of Mixed Use Corridors: Neighborhood and Regional.

SPECIAL AREA PLANS:
These areas have special area plans either in this document or recently adopted by Ypsilanti Township.

EXISTING NEIGHBORHOODS:
The intent is to preserve and strengthen these neighborhoods through investment, maintenance and preservation of surrounding open space.



OPEN SPACE, NEIGHBORHOOD PRESERVATION & CLUSTER DEVELOPMENT

The Open Space, Neighborhood Preservation & Cluster Development area surrounds the agriculture preservation area and is intended to accommodate smaller scale agricultural and specialized agricultural uses, open space and natural feature preservation, and low density/cluster single-family residential.

LAND USE:

- Production farms and nurseries.
- Specialized agricultural production.
- Detached residential buildings on large lots that are inhabited by the individuals that own and operate agriculture uses.
- Accessory retail uses in conjunction with an agricultural operation. Examples of accessory retail uses may include farmers' markets, roadside stands, nurseries and greenhouses, wineries with sales and tasting rooms, and other similar uses.
- Open space and natural areas that preserve the natural landscape and help mitigate the effects of agricultural uses and development including soil erosion and stormwater runoff.
- Single-family cluster residential that preserves open space and natural resources.
- Public and institutional facilities such as schools, places of worship, police stations, community centers, that support the surrounding residential properties.

DESIGN CONCEPTS AND CONSIDERATIONS:

- Farming operations between 10-30 + acres, specialized farming, and areas of open space and natural resources preservation are desired.
- New development shall reduce conflicts between farm and non-farm uses.
- Buildings should be agricultural or residential in character.
- Nonmotorized connections should be provided as necessary to connect the Township's agricultural land, and open and green spaces to other residential and recreational areas in the Township.
- Future development of single-family cluster density should be no more than 1.5 units per acre.
- Ensure new development can be served by infrastructure including roads, water, and sewer.
- New development shall respect existing open space and natural areas.

Charter Township of Ypsilanti

RESOLUTION NO. 2021-12

Approving Contract with Michigan Department of Transportation for Additional Work on US-12 and M-17

Clerk Heather Jarrell Roe offered the following resolution and moved for its adoption:

Be it resolved that

MDOT Contract Number: 21-5085
Control Section: M 81063
Job Number: 205493CON

By and between the

MICHIGAN DEPARTMENT OF TRANSPORTION

and the

CHARTER TOWNSHIP OF YPSILANTI

is hereby accepted.

The following Ypsilanti Township Officials are authorized to sign the said contract:

Brenda L. Stumbo, Ypsilanti Township Supervisor
Heather Jarrell Roe, Ypsilanti Township Clerk

SPECIAL TRUNKLINE
NON-ACT-51
ADDED WORK

DA
Control Section M 81063
Job Number 205493CON
Contract 21-5085

THIS CONTRACT is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and YPSILANTI CHARTER TOWNSHIP, WASHTENAW COUNTY, MICHIGAN hereinafter referred to as the "TOWNSHIP"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvements in conjunction with the DEPARTMENT'S construction on Highway US-12 and Highway M-17, within the corporate limits of the TOWNSHIP.

WITNESSETH:

WHEREAS, the DEPARTMENT and Washtenaw County Road Commission are planning traffic improvement work along Highway US-12 and Highway M-17; and

WHEREAS, the TOWNSHIP has requested that the DEPARTMENT perform additional work for and on behalf of the TOWNSHIP in connection with the Highway US-12 and Highway M-17construction, which additional work is hereinafter referred to as the "PROJECT" and is located and described as follows:

> Landscaping, non-motorized path construction and street lighting installation work along Highway US-12 from Highway I-94 easterly to the Wayne County line and along highway M-17 from Ford Boulevard to Highway US-12, including monument and wayfinding signing and traffic signal mast arm installation work; together with necessary related work located within Ypsilanti Charter Township, Washtenaw County, Michigan; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written Contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The PROJECT work will be performed and administered by Washtenaw County Road Commission under MDOT Contract 19-5402 at no cost to the TOWNSHIP.

2. Upon completion of the PROJECT, the TOWNSHIP shall accept the facilities constructed as built to specifications within the construction contract documents. It is understood that the TOWNSHIP shall own the facilities and shall operate and maintain the facilities in accordance with applicable law at no cost to the DEPARTMENT. Maintenance of

the facilities shall include but not be limited to watering, weeding, and replacement of landscaping facilities, litter removal, replacement and repair of wayfinding signs, and repair and replacement of all traffic signal mast arm poles. In addition to the operating and maintaining the PROJECT, the TOWNSHIP shall also mow the median within the PROJECT limits at no cost to the DEPARTMENT. The traffic signal portion of the PROJECT shall be operated and maintained by the TOWNSHIP and the DEPARTMENT in accordance with standard practice.

All expenses for electrical service and maintenance of the lighting portion of the PROJECT shall be the responsibility of the TOWNSHIP. Maintenance work for the lighting shall include, but not be limited to replacement of lights and poles, as needed.

3. This contract is not intended to increase or decrease either party's liability for, or immunity from, tort claims.

4. In connection with the performance of PROJECT work under this Contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof.

5. This Contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the TOWNSHIP and for the DEPARTMENT; upon the adoption of a resolution approving said Contract and authorizing the signatures thereto of the respective officials of the TOWNSHIP, a certified copy of which resolution shall be attached to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

YPSILANTI CHARTER TOWNSHIP

By_____
Title:

By _____
Title:

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By_____
Department Director MDOT



APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.

6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement

March 8, 2021

To: Supervisor, Brenda Stumbo
Township Board of Trustees

From: Jason Iacoangeli, AICP

RE: Crystal Ponds Seventh Amendment to the Master Deed

This is a formal request from the Planning Department to place the Seventh Amendment to the Crystal Ponds Master Deed on the Township Board agenda for Tuesday April 16th, 2021. The amendment addresses a minor site plan amendment that was recommended in October of 2020 by the Planning Department (see attached letter). The minor plan amendment was then approved by the Board of Trustees on November 17th, 2020 (see the meeting minutes below). I have reviewed the amendments Exhibits against the amended site plan and find the plans to be identical in the number of units and location. The Planning Department is recommending approval of the Seventh Amendment to the Master Deed as it includes the necessary language and exhibits to make the minor site plan amendment binding on the development. Included in the packet are the Seventh Amendment to the Master Deed, and the corresponding Exhibits.

MINUTES NOVEMBER 17, 2020 REGULAR BOARD MEETING PAGE 4 and 5

REQUEST TO APPROVE CRYSTAL POND MINOR SITE PLAN AMENDMENT: A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Request to Approve Crystal Pond Minor Site Plan Amendment. Jason Iacoangeli, Planning Director, stated that Lombardo Homes are asking for an amendment to their current plan in order to add an additional five feet to the triplex units. He said they were also asking for some minor changes to the buildings. He said they are recommending the minor change for these condos which changes the kitchen by 5 feet. The motion was carried unanimously

If you have any questions or concerns please feel free to contact me.

Jason Iacoangeli

_____

Jason Iacoangeli, AICP
Planning Director

SEVENTH AMENDMENT TO MASTER DEED OF CRYSTAL POND CONDOMINIUMS

CRYSTAL POND CONDOMINIUMS ASSOCIATION, a Michigan nonprofit corporation, established to administer the common affairs of Crystal Pond Condominiums, a residential condominium project located in the Township of Ypsilanti, Washtenaw County, Michigan, established pursuant to the Master Deed thereof recorded on November 22, 2000, in Liber 3981, Page 67, Washtenaw County Records, as amended by a certain First Amendment to Master Deed recorded on May 12, 2003, in Liber 4257, Page 47, Washtenaw County Records, as further amended by a certain Second Amendment to Master Deed recorded on June 9, 2004, in Liber 4398, Page 227, Washtenaw County Records, as further amended by a certain Third Amendment to Master Deed recorded on August 18, 2015, in Liber 5110, Page 924, Washtenaw County Records, as further amended by a certain Fourth Amendment to Master Deed recorded on May 12, 2020, in Liber 5354, Page 378, Washtenaw County Records, as further amended by a certain Fifth Amendment to Master Deed recorded on June 9, 2020, in Liber 5358, Page 239, Washtenaw County Records, and as further amended by a certain Sixth Amendment to Master Deed recorded on October 9, 2020, in Liber 5380, Page 396, Washtenaw County Records (collectively, the "Master Deed"), and designated as Washtenaw County Condominium Subdivision Plan No. 348, with the consent of at least two-thirds of all Co-owners entitled to vote as of _____, 2021, hereby amends the Master Deed pursuant to Article IX thereof for the purposes set forth below. Upon the recording of this Seventh Amendment to Master Deed in the office of the Washtenaw County Register of Deeds, the Master Deed, including the Condominium Subdivision Plan attached thereto as Exhibit B and recorded as aforesaid, will be amended as follows:

1. Sheets 1, 3 through 7, both inclusive, and 9 through 17, both inclusive, of Replat #3 of the Condominium Subdivision Plan of Crystal Pond Condominiums, as attached hereto, shall replace and supersede Sheets 1, 3 through 7, both inclusive, and 9 through 17, both inclusive, of the 4th Amendment to Replat No. 1 of the Condominium Subdivision Plan of Crystal Pond Condominiums as previously recorded and Sheets 1, 3 through 7, both inclusive, and 9 through 17, both inclusive, of the 4th Amendment to Replat No. 1 of the Condominium Subdivision Plan of Crystal Pond Condominiums as previously recorded shall be of no further force or effect.

2. In all other respects, other than as hereinabove indicated, the Master Deed of Crystal Pond Condominiums, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B and recorded as aforesaid, is hereby ratified and confirmed.

Dated this _____ day of _____, 2021.

CRYSTAL POND CONDOMINIUMS ASSOCIATION, a Michigan nonprofit corporation

By: _____

Name: David J. Hensel

Its: President

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by David J. Hensel, the President of Crystal Pond Condominiums Association, a Michigan nonprofit corporation, on behalf of the corporation.

_____
Mark Paul Roebuck, Notary Public
Oakland County, Michigan
My commission expires: July 8, 2023
Acting in Macomb County, Michigan

Prepared by, and when recorded, return to:

Brandon J. Muller
Clark Hill PLC
151 S. Old Woodward Avenue, Suite 200
Birmingham, Michigan 48009

[Signature Page to Seventh Amendment to Master Deed of Crystal Pond Condominiums]

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement • Police Services

To: Brenda Stumbo, Township Supervisor
Doug Winters, Township Attorney

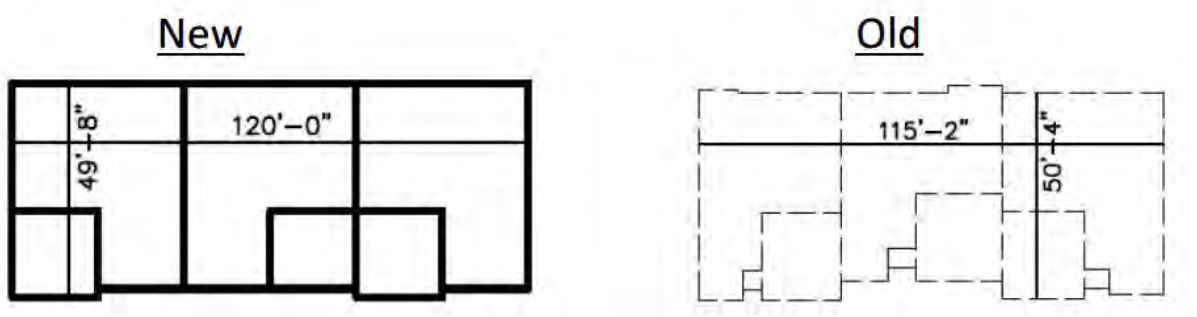
From: Jason Iacoangeli AICP, Planning Director

Re: Crystal Pond Minor Site Plan Amendment

Date: October 29, 2020

Request and Review:

On October 16th, 2020, the Planning Department received a request from Lombardo Homes to modify the existing site plan for Crystal Pond Condominiums. This Site Plan amendment is being proposed in order to allow a slight increase in the width for the triplex buildings in the development. The developer is not requesting any additional units as a part of this request. The widths of the buildings will increase from 115 feet wide to 120 feet wide as illustrated below:



In order to accommodate the slightly wider building design and to maintain separation between utilities the arrangement of the units is being changed along with some of the setbacks between buildings. All of the new setbacks still adhere to the sixteen (16) foot minimum that is required by the approved Site Plan. The other proposed changes are to separate units 17 is being combined with units 11 and 12 to create a triplex. Unit 18 will then become a standalone unit. Included with this memo is the new proposed Site Plan for Crystal Ponds along with a plan sheet entitled "CP – Overlay" that illustrates the proposed layout (dark lines) over top of the approved Site Plan (dashed lines) for reference.

Recommendation:

The Planning Department feels after review of the request that the changes being proposed are a minor amendment or deviation per Section 1922 of the Township Zoning Ordinance. The Ordinance allows the "Coordinator of the Community Development Department" to certify in writing that the proposed revision constitutes a minor alteration and does not alter the basic design nor any specific conditions of the plan as agreed upon by the planning commission and the township board". Further, for residential buildings, the square footage of structures may be increased by three percent, provided the overall density of the units does not increase, the minimum square footage and parking requirements are met and the buildings do not extend into any required open space or required setbacks.

The changes being proposed to the largest structures to the triplex buildings do not exceed the three (3%) percent threshold for the overall increase in square footage. The individual change in square footage of the units is an overall increase of 130 square feet or 2.23%. No changes are being made that would impact parking or open space per the approved plan. Based on this review the changes to the Crystal Ponds Site Plan are being deemed a minor alteration and being recommended for approval as a minor deviation.

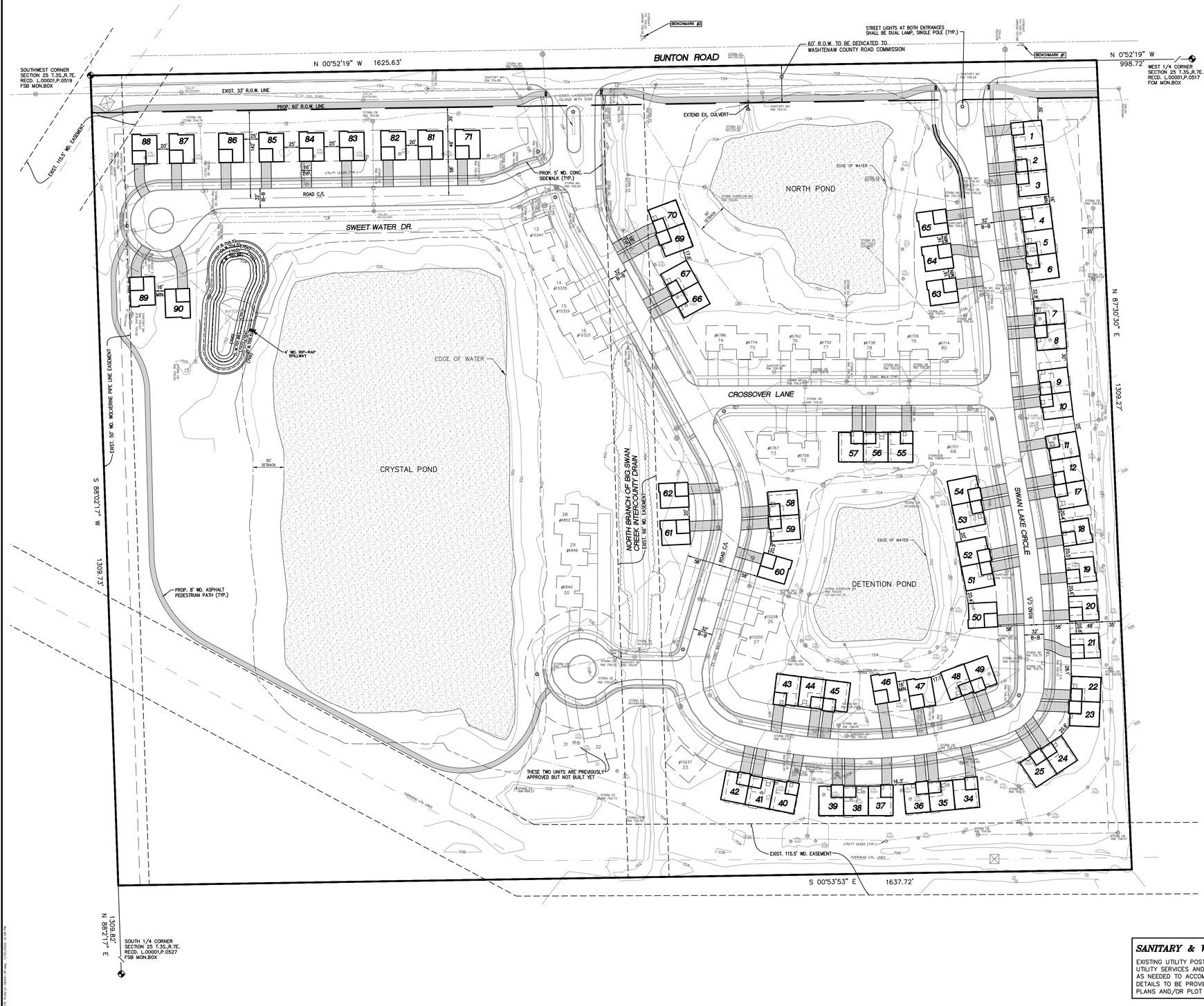
If you have any questions or concerns please feel free to contact my office.

Jason Iacoangeli

_____

Jason Iacoangeli, AICP
Planning Director
Charter Township of Ypsilanti

Cc: Mike Radzik, Director Community Standards



SCALE

80 0 40 80 160 320

(IN FEET)

Scale: 1 inch = 80 ft.

EXISTING TOPOGRAPHIC INFORMATION PROVIDED BY AMBIT LAND SURVEYORS

BENCHMARKS

1. ARROW ON HYDRANT ON THE WEST SIDE OF BUNTON ROAD, SOUTH OF THE KOA ENTRANCE 122' SOUTH OF THE NORTH WEST PROPERTY CORNER ELV.708.30 NAVD88 DATUM
2. ARROW ON HYDRANT ON THE WEST SIDE OF BUNTON ROAD, SOUTH OF WOODLAND CT., 731' SOUTH OF THE NORTH WEST PROPERTY CORNER ELV.707.03 NAVD88 DATUM

LEGEND

EXISTING	PROPOSED	
		PAVEMENT (ASPHALT)
		SIDE WALK (CONCRETE)
		CONCRETE CURB AND GUTTER
		STORM SEWER
		SANITARY SEWER
		WATER MAIN
Ⓜ	●	MANHOLE
□	■	CATCH BASIN
	■	CURB INLET W/SILT SAC
◁	◀	END SECTION
⊗	⊗	GATE VALVE
		HYDRANT
1000	1000	CONTOURS
+ 1000.0	1000.00 T/C	SPOT ELEVATION
⊕		LOCATION OF EX. UTILITY POST (BASED ON AMBIT TOPO DATED 10-17-18)
	☼	PROP. STREET LIGHT (STD. DTE)

NOTES

1. REFUSE PICKED UP BY PRIVATE CONTRACT WEEKLY. CURB REFUSE STORAGE BY INTERNAL PORTABLE CONTAINERS
2. ATTACHED UNITS TO BE SEPARATED BY TWO HOUR RATED FIRE WALL NO.346
3. NO FENCING OF ANY TYPE IS ALLOWED WITHIN ANY UNIT, EXCEPT THAT A MAXIMUM SIX (6) FEET HIGH WHITE VINYL PRIVACY FENCE, NOT EXCEEDING TWELVE (12) FEET IN LENGTH, MAY BE INSTALLED IN THE REAR YARD OF EACH ATTACHED UNIT IN LINE WITH SHARED UNIT WALLS ONLY.
4. SEE (SHEET 3) PAVEMENT REPAIR PLAN FOR DESIGNATION OF RESPONSIBILITY FOR SIDEWALK CONSTRUCTION.
5. PAYMENT WILL BE MADE IN LIEW OF PATHWAY CONSTRUCTION ALONG BUNTON ROAD.
6. EXISTING SANITARY LEADS & WATER SERVICES ARE TO BE USED TO SERVICE PROPOSED UNITS, WHERE POSSIBLE.
7. DECKS/PATIOS ON THE REAR OF EACH UNIT SHALL NOT EXCEED 12' DEEP.
8. ☼ = PROPOSED STREET LIGHTS. (DTE PUBLIC STREET LIGHTING).
9. ON-STREET PARKING WILL BE ALLOWED IN EXISTING ROADWAYS.
10. ALL INTERNAL ROADS TO BE PRIVATE.

DENSITY CALCULATION PER SECTION XX

GROSS AREA 49.037 AC.

NET AREA 37.82 AC (GROSS AREA LESS EXIST ROW AND SURFACE AREA OF LAKES).

MAX. ALLOWABLE DWELLING UNITS/ GROSS AC = 5.4

PROPOSED NUMBER OF DWELLING UNITS = 90 UNITS.

MIN. REQUIRED OPEN SPACE 15 % OF HORIZONTAL DEVELOPMENT AREA
PROPOSED AREA OF OPEN SPACE = 15.25 AC

SITE DATA

GROSS AREA = 49.037 AC
CURRENT ZONING: R-4

SETBACKS: (PER ARTICLE XX)
MIN FRONT= 25'
MIN REAR= 35'
MIN SIDE= 5', TOTAL OF TWO= 16' (TO SIDE LOT LINES)

(EXCEPT WHERE NOTED AS 16 FEET, PROPOSED MINIMUM SETBACKS BETWEEN BUILDINGS ARE 20 FEET).

PARKING MIN 2 SPACES PER UNIT REQUIRED
PROPOSED 2 SPACES MIN/UNIT INCLUDING 1 SPACE IN GARAGE

SANITARY & WATER SERVICES NOTE:

EXISTING UTILITY POSTS FALL WITHIN SOME UNITS. UTILITY SERVICES AND POSTS SHALL BE RELOCATED AS NEEDED TO ACCOMMODATE UNIT LAYOUT AS SHOWN. DETAILS TO BE PROVIDED ON DETAILED ENGINEERING PLANS AND/OR PLOT PLANS.

CRYSTAL POND

SECTION 25, TOWN 3 SOUTH, RANGE 7 EAST
YPSILANTI TWP., WASHTINAW COUNTY, MICHIGAN

REVISIONS

NO.	ITEM	DATE
1.	REVISED PER OWNER	7-22-19
2.	REVISED PER OWNER	7-30-19
3.	REVISED PER OWNER	8-17-19
4.	REVISED PER TWP. REVIEW LETTER	9-24-19
5.	RELOCATE UNITS 87 THRU 90 AND UNITS 34, 35, 36 DUE TO REVISED EX. GAS AND ELECT. EASE. WIDTHS	11-20-19
6.	REVISE BUILDINGS PER NEW EX. UTILITY LOCATIONS	12-9-19
7.	REVISE UNITS 1 THRU 12, 17 THRU 25, 34 THRU 45, 48, 49, 51 THRU 59, 66, 67, 69 AND 70.	7-25-20

UTILITY WARNING

UNDERGROUND UTILITY LOCATIONS AS SHOWN ON THE PLAN, WERE OBTAINED FROM UTILITY OWNER AND NOT FIELD LOCATED.

811 Know what's **below.** **Call** before you dig.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF AND/OR RELOCATION OF ALL UTILITIES THAT MAY INTERFERE WITH CONSTRUCTION.

DATE: 8-17-19 | DESIGNED BY: A.A. | CHECKED BY: P.K. | JOB NUMBER: 18-024 | DRAWING FILE: 1-18024-SP

SITE PLAN

SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MI • 48167
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

SHEET 2

REPLAT #3 TO
WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 348
EXHIBIT "B" TO THE MASTER DEED OF
CRYSTAL POND CONDOMINIUMS
YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

NOTE:
THE ASTERISK (*) AS SHOWN IN THE SHEET INDEX INDICATES AMENDED OR ARE NEW SHEETS WHICH ARE REVISED, DATED FEBRUARY 05, 2021, THESE SHEETS WITH THIS SUBMISSION ARE TO REPLACE OR BE SUPPLEMENTAL SHEETS TO THOSE PREVIOUSLY RECORDED.

NOTE:
THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

SURVEYOR
AMBIT LAND SURVEYORS, INC.
691 WING STREET
PLYMOUTH, MICHIGAN 48170
PHONE: (734) 455–5501

ENGINEER
SEIBER, KEAST ENGINEERING L.L.C.
100 MAINCENTRE, SUITE 10
NORTHVILLE, MICHIGAN 48167
PHONE: (248) 308–3331

DEVELOPER:
CRYSTAL POND, INC.
13001 23 MILE ROAD
SHELBY TWP., MICHIGAN 48315
PHONE: (586)–781–7900

LEGAL DESCRIPTION

A PART OF THE SOUTHWEST 1/4 OF SECTION 25, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 25 AND FOR A POINT OF BEGINNING; THENCE NORTH 00°52'19" WEST, 1625.63 FEET, ALONG THE WEST LINE OF SAID SECTION 25 AND CENTERLINE OF BUNTON ROAD, (SAID POINT BEING NORTH 00°52'19" WEST, 998.72 FEET FROM THE WEST 1/4 OF SAID SECTION 25); THENCE NORTH 87°30'30" EAST, 1309.27 FEET, TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE SOUTH 1/4 OF SAID SECTION 25; THENCE SOUTH 00°53'53" EAST, 1637.72 FEET, ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 25, TO A POINT ON THE SOUTH LINE OF SAID SECTION 25, (SAID POINT BEING SOUTH 88°02'17" WEST, 1309.82 FEET FROM THE SOUTH 1/4 CORNER OF SAID SECTION 25); THENCE SOUTH 88°02'17" WEST, 1309.73 FEET, ALONG THE SOUTH LINE OF SAID SECTION 25 TO THE POINT OF BEGINNING. ALL OF THE ABOVE CONTAINING 49.037 ACRES. ALL OF THE ABOVE BEING SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHT–OF–WAYS OF RECORD. ALL OF THE ABOVE SUBJECT TO THE RIGHTS OF THE PUBLIC ON BUNTON ROAD.

INDEX

∗ 1. TITLE SHEET
2. SURVEY PAGE
∗ 3. SHEET INDEX
∗ 4. SITE PLAN – UNITS 13–16, 71, 81–90
∗ 5A. SITE PLAN – UNITS 1–10, 63–70, 74–80
∗ 5B. SITE PLAN – UNITS 11–12, 17–21, 26–27, 50–62, 68, 72–73
∗ 5C. SITE PLAN – UNITS 22–25, 33–49
∗ 6. SITE PLAN – UNITS 28 – 32
∗ 7. UTILITY PLAN
8. BUILDING PLAN – (ORIGINAL SUBMITTAL)
∗ 9. FOUNDATION AND FIRST FLOOR PLANS (UNIT TYPE AVERY)
∗ 10. FOUNDATION AND FIRST FLOOR PLANS (UNIT TYPE ELLA)
∗ 11. FOUNDATION PLAN – DUPLEX BLDG. (UNIT TYPES ELLA AND GRACE)
∗ 12. FIRST FLOOR PLAN – DUPLEX BLDG. (UNIT TYPES ELLA AND GRACE)
∗ 13. FOUNDATION PLAN – TRIPLEX BLDG. (UNIT TYPES ELLA, GRACE AND LILLY)
∗ 14. FIRST FLOOR PLAN – TRIPLEX BLDG. (UNIT TYPES ELLA, GRACE AND LILLY)
∗ 15. CROSS SECTION PLAN – D–D, E–E, F–F
∗ 16. PERIMETER PLAN – DUPLEX (UNIT TYPES ELLA AND GRACE)
∗ 17. PERIMETER PLAN – TRIPLEX (UNIT TYPES ELLA, GRACE AND LILLY)

PROPOSED DATED
FEBRUARY 05, 2021

CRYSTAL POND CONDOMINIUMS

TITLE SHEET

PATRICK G. KEAST
ENGINEER NO. 27580

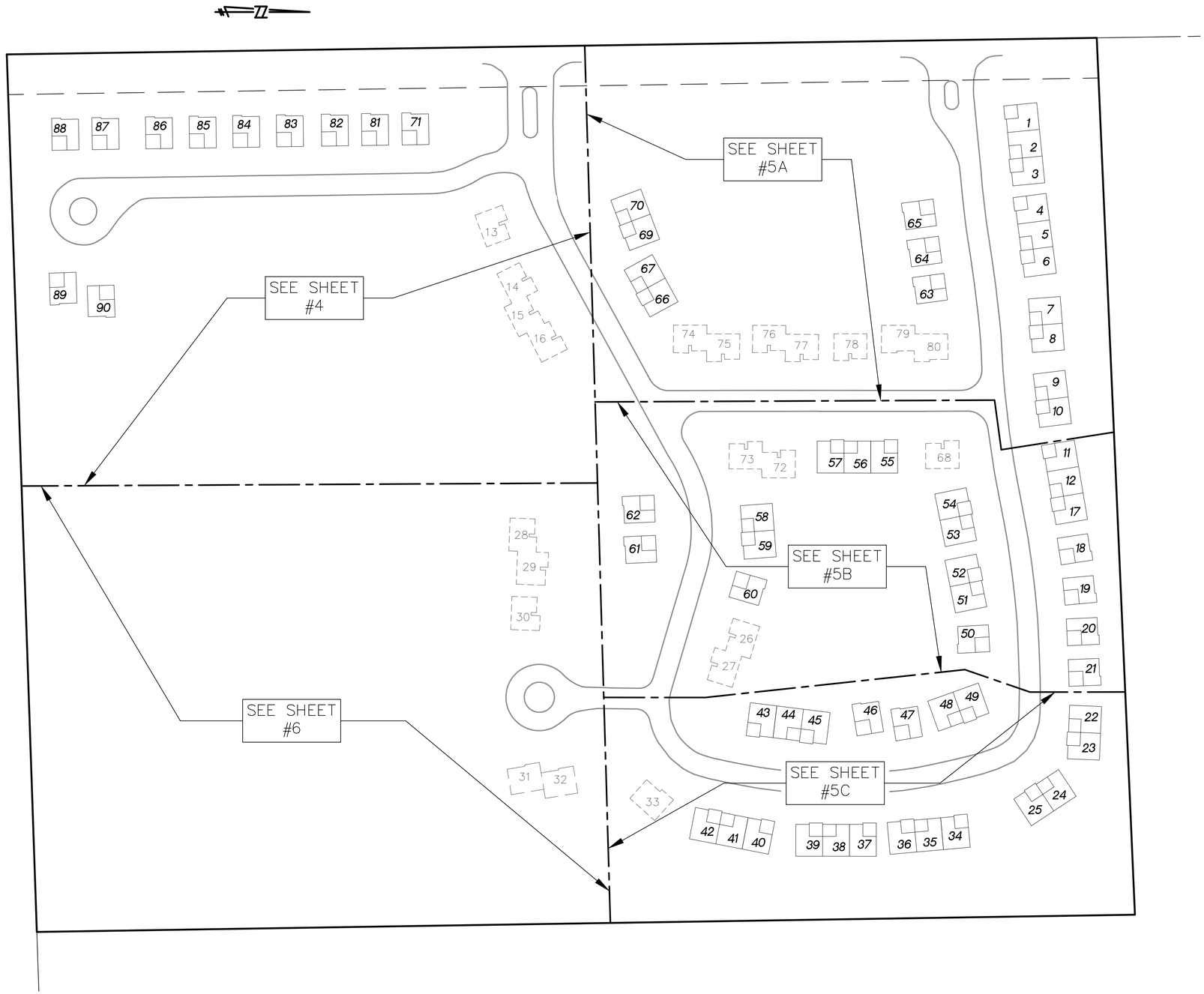
STATE OF MICHIGAN · PATRICK G. KEAST · ENGINEER · NO. 27580 · REGISTERED PROFESSIONAL ENGINEER

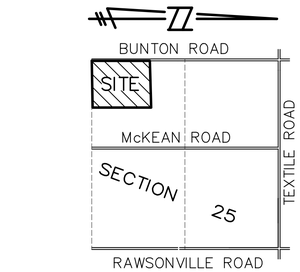
SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

ambit land surveyors, inc.
691 WING STREET
Plymouth, MI. 48170
ph. 800.221.5263
ph. 734.455.5501
fax 877.837.5267
www.ambitsurveyors.com

18-024EXB-1

C:\USERS\DROWER\DOCUMENTS\WORK\18-024 CRYSTAL POND\CONDO\5TH AMEND\18-024EXB-CS.DWG





LOCATION MAP

GRAPHIC SCALE

80 0 40 80 160 320

(IN FEET)

1 INCH =80 FEET

PROPOSED DATED
FEBRUARY 05, 2021

CRYSTAL POND CONDOMINIUMS

SHEET INDEX

PATRICK G. KEAST
ENGINEER NO. 27580

STATE OF MICHIGAN
PATRICK G. KEAST
ENGINEER
NO. 27580
REGISTERED PROFESSIONAL ENGINEER

SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
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18-024EXB-3

SHEET 3 OF 17

C:\USERS\DROMERO\DOCUMENTS\WORK\18-024 CRYSTAL POND\CONDO\5TH AMEND\18-024EXB-05.DWG

GRAPHIC SCALE

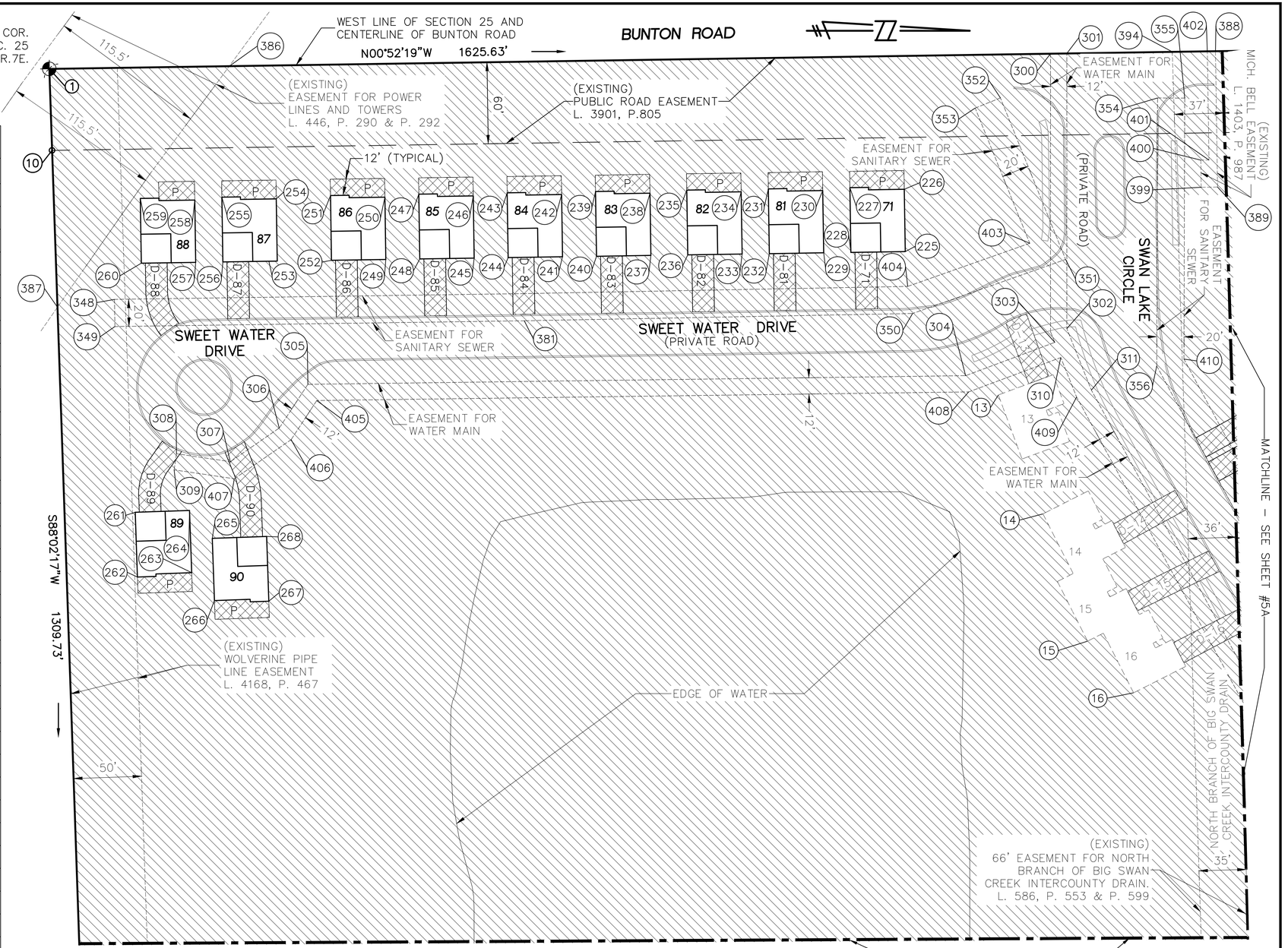
40 0 20 40 80 160

(IN FEET)

1 inch = 40 ft.

POINT TABLE		
POINT #	NORTHING	EASTING
1	5000.0000	5000.0000
10	5002.0545	5059.9755
13	5698.1628	5239.9546
14	5730.9832	5327.4974
15	5763.8351	5421.1580
16	5797.6582	5459.1796
225	5629.6640	5134.4333
226	5628.9664	5088.5986
227	5588.9432	5087.3775
228	5589.6687	5135.0420
229	5569.6710	5135.3464
230	5568.9734	5089.5117
231	5528.9502	5088.2906
232	5529.6756	5135.9551
233	5509.6779	5136.2594
234	5508.9803	5090.4247
235	5468.9571	5089.2037
236	5469.6826	5136.8681
237	5442.5604	5137.2809
238	5441.8628	5091.4462
239	5401.8396	5090.2251
240	5402.5650	5137.8896
241	5377.5679	5138.2701
242	5376.8703	5092.4354
243	5336.8471	5091.2143
244	5337.5725	5138.8788
245	5312.5754	5139.2592
246	5311.8778	5093.4245
247	5271.8546	5092.2034
248	5272.5801	5139.8679
249	5247.5830	5140.2484
250	5246.8854	5094.4137
251	5206.8622	5093.1926
252	5207.5876	5140.8571
253	5161.5842	5141.5572
254	5166.9876	5095.6297
255	5126.9643	5094.4086
256	5127.6898	5142.0731
257	5107.6921	5142.3774
258	5106.9945	5096.5427
259	5066.9713	5095.3217
260	5067.6967	5142.9861
261	5063.2090	5326.3243
262	5064.8410	5373.9664
263	5104.7549	5370.7680

POINT TABLE		
POINT #	NORTHING	EASTING
264	5103.1855	5324.9549
265	5119.8982	5345.4842
266	5121.4675	5391.2973
267	5161.5067	5391.7568
268	5159.8747	5344.1148
300	5736.5283	4988.7902
301	5748.5283	4988.6077
302	5748.5283	5191.1102
303	5739.6678	5201.2786
304	5674.0898	5225.7588
305	5190.2117	5232.1689
306	5169.1756	5264.3065
307	5133.1701	5289.0967
308	5093.5919	5283.2112
309	5091.8268	5295.0807
310	5744.1199	5212.4255
311	5766.6146	5236.3941
348	5047.9739	5169.6234
349	5048.2555	5189.6214
350	5635.1049	5179.9999
351	5747.6174	5140.2131
352	5699.6819	5021.3377
353	5681.1332	5028.8173
354	5815.2710	5021.4087
355	5835.2709	5021.4676
356	5814.6899	5218.6399
381	5349.3993	5185.3811
386	5132.4029	4997.9849
387	5006.0078	5175.3795
388	5857.9006	4986.9431
389	5859.4224	5086.9315
394	5826.1025	4987.4270
399	5847.4238	5087.1141
400	5847.1195	5067.1164
401	5853.1188	5067.0251
402	5851.9013	4987.0344
403	5721.2572	5128.3210
404	5631.4903	5160.0645
405	5196.7552	5244.0833
406	5177.9238	5272.8524
407	5136.0813	5301.6616
408	5676.3334	5237.7302
409	5755.7360	5241.5095
410	5834.7048	5213.6097



NOTE:

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• INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.

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D INDICATES DRIVEWAY.

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SEE SHEET 7 FOR UTILITY PLAN.

REAR SETBACK MINIMUM IS 35', FROM EXTERIOR PROPERTY LINE TO BUILDING.

SIDE SETBACK MINIMUM IS 16', FROM BUILDING TO BUILDING.

FRONT SETBACK MINIMUM IS 58', FROM ROAD CENTERLINE TO BUILDING.

ALL UNITS ARE PROPOSED.

GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

PROPOSED DATED FEBRUARY 05, 2021

CRYSTAL POND CONDOMINIUMS

SITE PLAN - UNITS 13-16, 71, 81-90

PATRICK G. KEAST
ENGINEER NO. 27580

STATE OF MICHIGAN
PATRICK G. KEAST
ENGINEER
NO. 27580
REGISTERED PROFESSIONAL ENGINEER

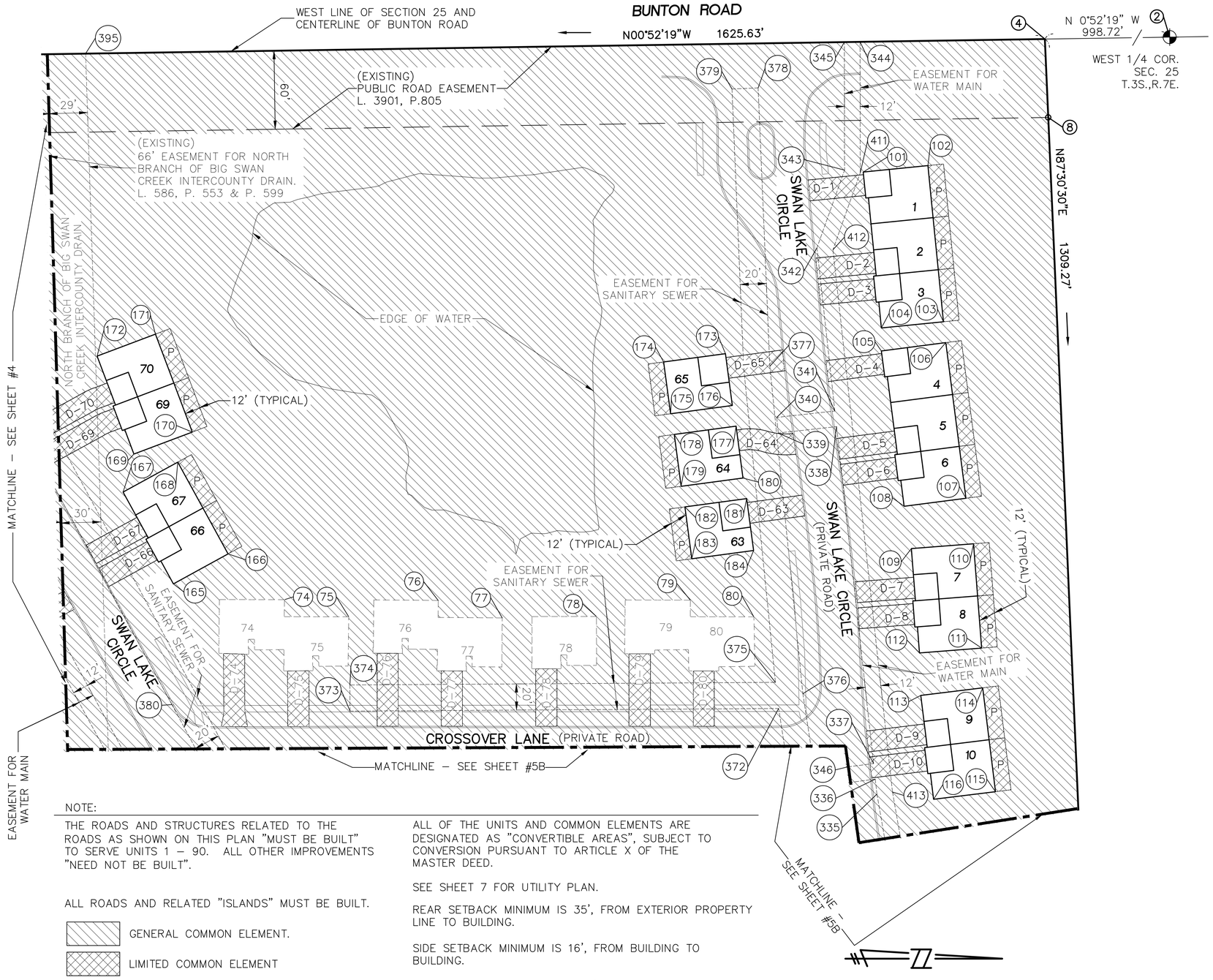
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18-024EXB-4

SHEET 4 OF 17

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NOTE:

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GENERAL COMMON ELEMENT.

LIMITED COMMON ELEMENT

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ALL UNITS ARE PROPOSED.

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)

1 inch = 40 ft.

POINT TABLE		
POINT #	NORTHING	EASTING
2	7624.0398	4960.0635
4	6625.4390	4975.2614
8	6628.0485	5035.2287
74	6044.1442	5403.8468
75	6093.2692	5416.9271
76	6161.7024	5404.4212
77	6210.6005	5417.7991
78	6282.7004	5416.7313
79	6354.4387	5404.2206
80	6403.0334	5417.0116
101	6486.6066	5076.9322
102	6536.0318	5072.0072
103	6547.9303	5191.4158
104	6500.4952	5196.1425
105	6500.4678	5213.7003
106	6549.7257	5207.3148
107	6565.1527	5326.3190
108	6517.8783	5332.4474
109	6523.4009	5364.8088
110	6570.9277	5361.1166
111	6577.1239	5440.8763
112	6529.5971	5444.5685
113	6530.6274	5477.0389
114	6577.9412	5471.2224
115	6587.7025	5550.6247
116	6540.3886	5556.4412
165	5959.2333	5391.7582
166	6001.0309	5368.8370
167	5920.7667	5321.6132
168	5962.5644	5298.6920
169	5929.0459	5292.5103
170	5973.6600	5275.7172
171	5945.4777	5200.8456
172	5900.8636	5217.6387
173	6381.2553	5215.7714
174	6334.0069	5222.0978

POINT TABLE		
POINT #	NORTHING	EASTING
175	6339.3155	5261.7440
176	6386.5638	5255.4175
177	6389.3716	5271.1844
178	6342.1233	5277.5108
179	6347.4318	5317.1570
180	6394.6801	5310.8306
181	6397.4879	5326.5974
182	6350.2396	5332.9239
183	6355.5481	5372.5700
184	6402.7965	5366.2436
335	6497.0876	5552.5815
336	6495.8228	5541.0620
337	6494.5128	5529.1317
338	6466.2303	5271.5556
339	6421.6551	5276.4501
340	6420.4473	5264.5105
341	6464.9206	5259.6273
342	6451.2272	5134.9183
343	6472.3100	5075.4814
344	6484.1919	4977.4112
345	6472.1921	4977.5938
346	6475.4255	5531.5848
372	6421.9618	5487.0322
373	6094.2697	5489.0533
374	6094.1463	5469.0537
375	6419.4815	5467.0472
376	6440.4582	5475.7163
377	6415.1934	5225.4254
378	6406.2510	5012.6330
379	6386.2686	5013.4728
380	5958.0867	5484.0247
395	5892.1048	4986.4225
411	6484.3125	5077.5396
412	6463.4554	5136.3400
413	6508.9742	5550.8914

PROPOSED DATED FEBRUARY 05, 2021

CRYSTAL POND CONDOMINIUMS

SITE PLANS - UNITS 1-10, 63-70, 74-80

PATRICK G. KEAST
ENGINEER NO. 27580

STATE OF MICHIGAN
PATRICK G. KEAST
ENGINEER
NO. 27580
REGISTERED PROFESSIONAL ENGINEER

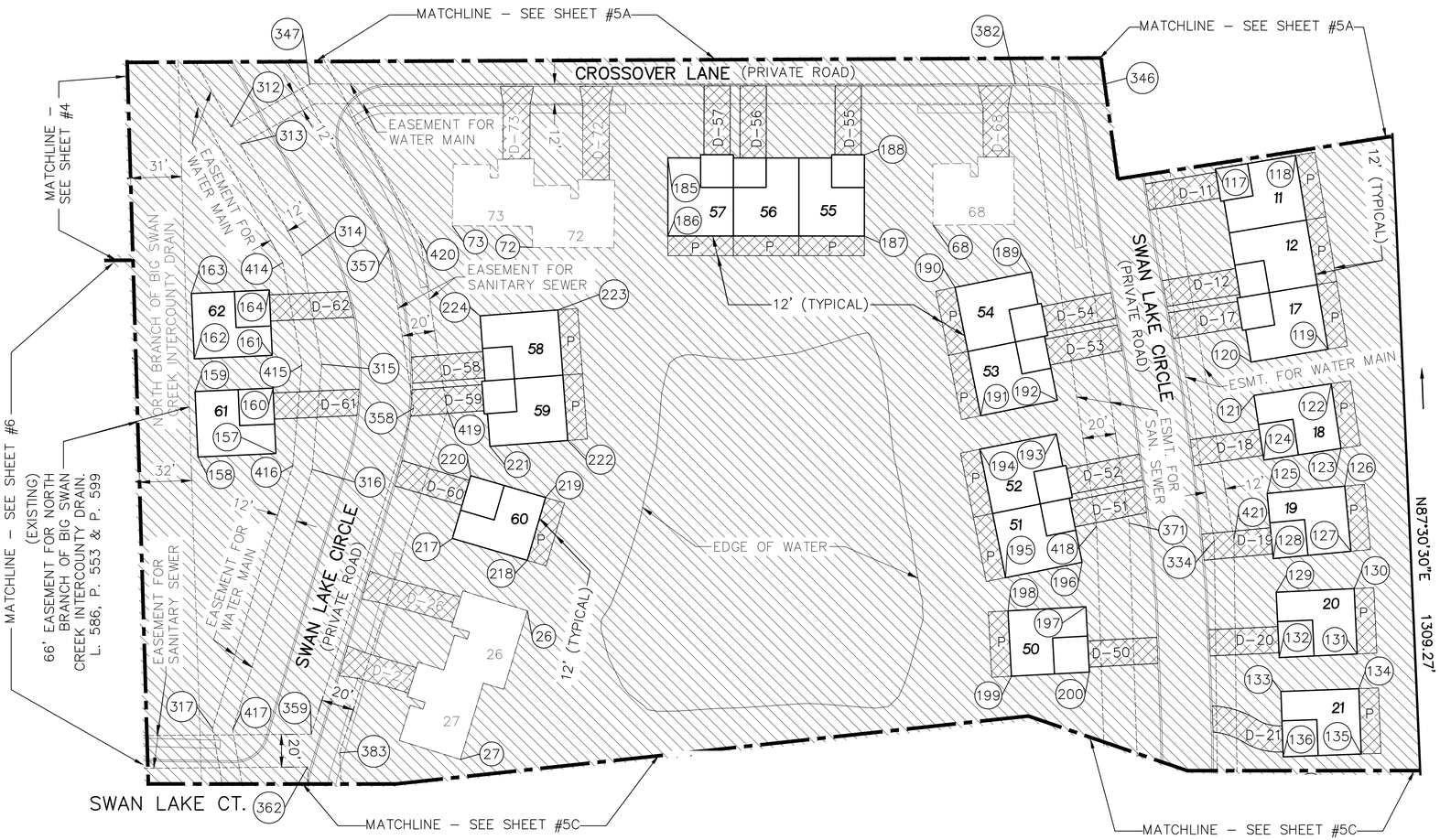
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18-024EXB-5A

SHEET 5A OF 17

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GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

NOTE:

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LIMITED COMMON ELEMENT

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POINT TABLE		
POINT #	NORTHING	EASTING
26	6122.7662	5853.4212
27	6081.9025	5944.2680
68	6370.4072	5617.8609
72	6125.9415	5631.4439
73	6076.9174	5618.2144
117	6542.8100	5583.4866
118	6591.7935	5575.2569
119	6611.6759	5693.5984
120	6564.6648	5701.4966
121	6566.4271	5721.8314
122	6613.5544	5714.6589
123	6619.5729	5754.2036
124	6572.4455	5761.3760
125	6574.4398	5781.7407
126	6621.9004	5777.2776
127	6625.6454	5817.1019
128	6578.1848	5821.5650
129	6579.9831	5842.0742
130	6627.6007	5839.8403

POINT TABLE		
POINT #	NORTHING	EASTING
131	6629.4752	5879.7963
132	6581.8576	5882.0303
133	6582.8419	5902.6978
134	6630.4805	5900.9692
135	6631.9310	5940.9429
136	6584.2924	5942.6715
157	5969.2310	5757.3417
158	5921.6090	5759.4800
159	5919.8147	5719.5203
160	5967.4367	5717.3819
161	5966.9729	5697.3826
162	5919.3509	5699.5210
163	5917.5566	5659.5612
164	5965.1786	5657.4229
185	6208.5591	5576.7429
186	6208.5266	5624.4129
187	6328.5266	5624.4947
188	6328.5605	5574.8247
189	6430.6127	5646.4114

POINT TABLE		
POINT #	NORTHING	EASTING
190	6383.8772	5655.8042
191	6399.6403	5734.2359
192	6446.3758	5724.8431
193	6445.7091	5745.3770
194	6398.9736	5754.7698
195	6414.7367	5833.2015
196	6461.4722	5823.8086
197	6463.7864	5850.9181
198	6416.1844	5853.4636
199	6418.3204	5893.4066
200	6465.9224	5890.8610
217	6076.9267	5809.2407
218	6122.6799	5822.6224
219	6133.9085	5784.2308
220	6088.1553	5770.8490
221	6099.9062	5752.9752
222	6147.4421	5749.4028
223	6141.4469	5669.6278
224	6093.9109	5673.2002

POINT TABLE		
POINT #	NORTHING	EASTING
312	5941.8271	5557.8036
313	5947.5707	5568.3398
314	5984.8047	5636.6417
315	5997.1955	5702.7755
316	5991.3326	5767.0071
317	5930.5178	5925.4118
334	6542.2186	5810.6523
346	6475.4255	5531.5848
347	5989.9343	5531.5786
357	6038.0187	5632.6149
358	6053.2980	5729.7054
359	5990.8187	5928.8106
362	5988.5404	5948.8303
371	6490.2528	5799.8953
382	6420.7537	5531.5817
383	6008.2365	5940.1037
414	5973.3596	5640.7181
415	5985.0935	5703.3458
416	5979.4944	5764.6885

POINT TABLE		
POINT #	NORTHING	EASTING
417	5942.8298	5926.1757
418	6470.3041	5801.7569
419	6073.7832	5731.2238
420	6057.2459	5626.1403
421	6554.2052	5809.5342

PROPOSED DATED
FEBRUARY 05, 2021

CRYSTAL POND CONDOMINIUMS

SITE PLAN - UNITS 11-12, 17-21, 26-27, 50-62, 68, 72-73

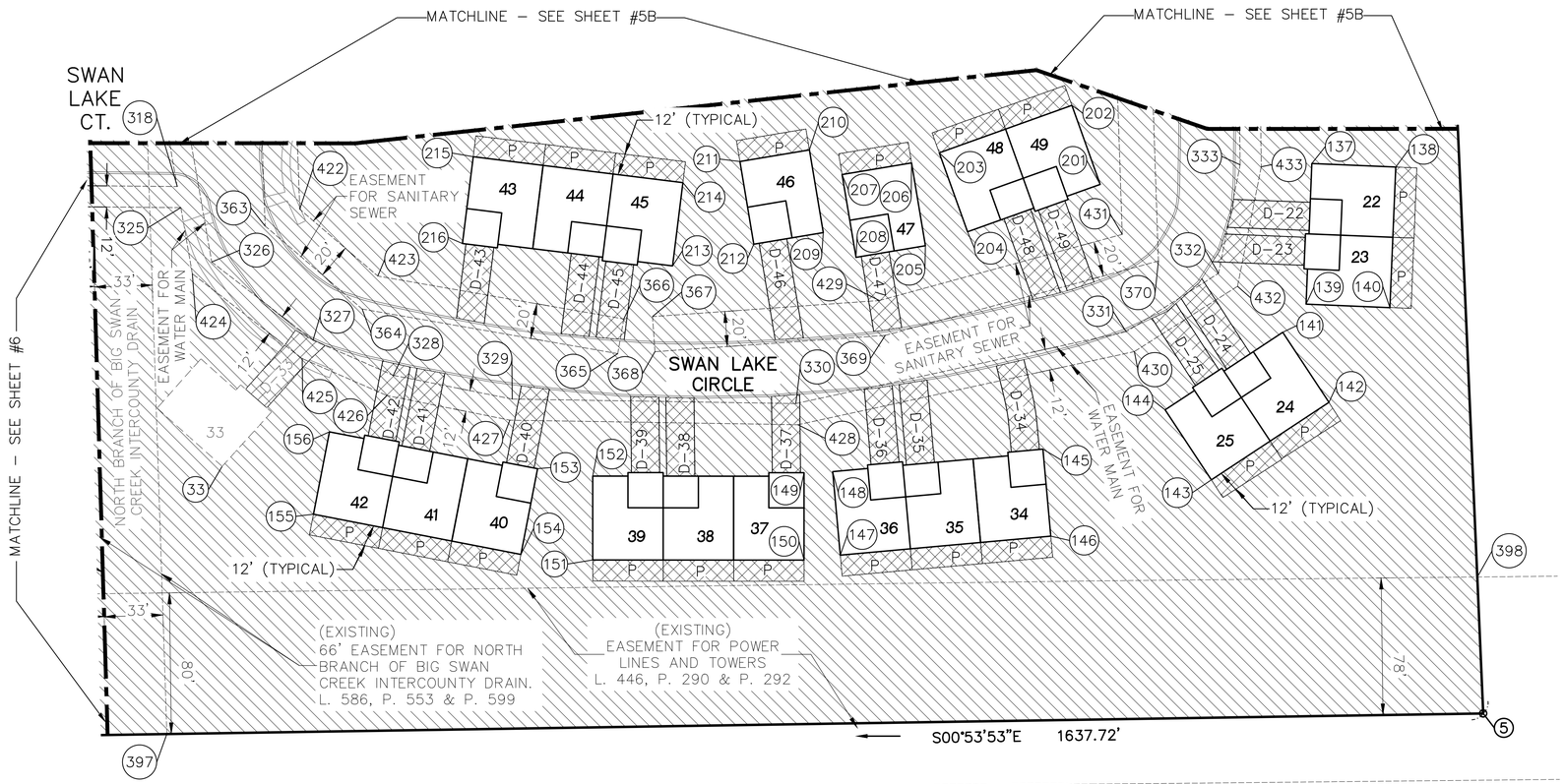
PATRICK G. KEAST
ENGINEER NO. 27580

STATE OF MICHIGAN
PATRICK G. KEAST
ENGINEER
NO. 27580
REGISTERED PROFESSIONAL ENGINEER

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GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)

1 inch = 40 ft.

NOTE:

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POINT TABLE		
POINT #	NORTHING	EASTING
5	6682.3584	6283.2936
33	5966.2096	6142.8553
137	6585.0183	5970.7828
138	6632.6483	5972.7353
139	6581.7414	6050.7156
140	6629.3714	6052.6682
141	6568.4617	6066.6796
142	6594.7288	6106.4598
143	6527.9695	6150.5414
144	6501.7024	6110.7612
145	6432.2733	6133.0936
146	6436.7309	6182.5632
147	6317.2151	6193.3326
148	6312.9370	6145.8549
149	6296.6545	6146.4818

POINT TABLE		
POINT #	NORTHING	EASTING
150	6296.6274	6196.1517
151	6176.6274	6196.0861
152	6176.6534	6148.4161
153	6145.3045	6144.2004
154	6135.8242	6192.9572
155	6018.0303	6170.0533
156	6027.1289	6123.2596
201	6464.8083	5982.6169
202	6448.7447	5937.7349
203	6373.4236	5964.6930
204	6389.4873	6009.5750
205	6365.5934	6017.4738
206	6357.7193	5970.4586
207	6318.2688	5977.0657
208	6326.1429	6024.0809

POINT TABLE		
POINT #	NORTHING	EASTING
209	6307.5685	6010.0401
210	6299.6944	5963.0250
211	6260.2439	5969.6321
212	6268.1180	6016.6473
213	6221.9926	6028.9748
214	6227.8518	5981.6662
215	6108.7616	5966.9169
216	6102.6566	6016.2103
318	5940.6587	5983.8409
325	5942.7447	5995.8598
326	5960.2896	6026.7751
327	6017.7958	6071.1961
328	6063.3830	6091.1241
329	6130.8941	6104.6383
330	6291.9996	6107.2027

POINT TABLE		
POINT #	NORTHING	EASTING
331	6479.6252	6066.3753
332	6532.0407	6033.1742
333	6544.2923	5971.5221
363	5990.6277	6006.2764
364	6045.7478	6053.4754
365	6190.8473	6078.8066
366	6194.2868	6059.1045
367	6210.5923	6057.7612
368	6212.0075	6077.7111
369	6342.7699	6068.4356
370	6497.8777	6026.1664
397	5934.8039	6295.0118
398	6678.9840	6205.7493
422	6010.2961	5996.7879
423	6054.5903	6034.7166

POINT TABLE		
POINT #	NORTHING	EASTING
424	5949.2637	6033.4213
425	6011.6322	6081.5982
426	6059.7605	6102.6370
427	6129.6103	6116.6194
428	6293.1956	6119.2233
429	6339.4011	6048.6244
430	6484.2521	6077.6493
431	6477.3563	6011.0295
432	6542.8078	6040.5588
433	6556.3075	5972.6262

PROPOSED DATED
FEBRUARY 05, 2021

CRYSTAL POND CONDOMINIUMS

SITE PLAN – UNITS 22-25, 33-49

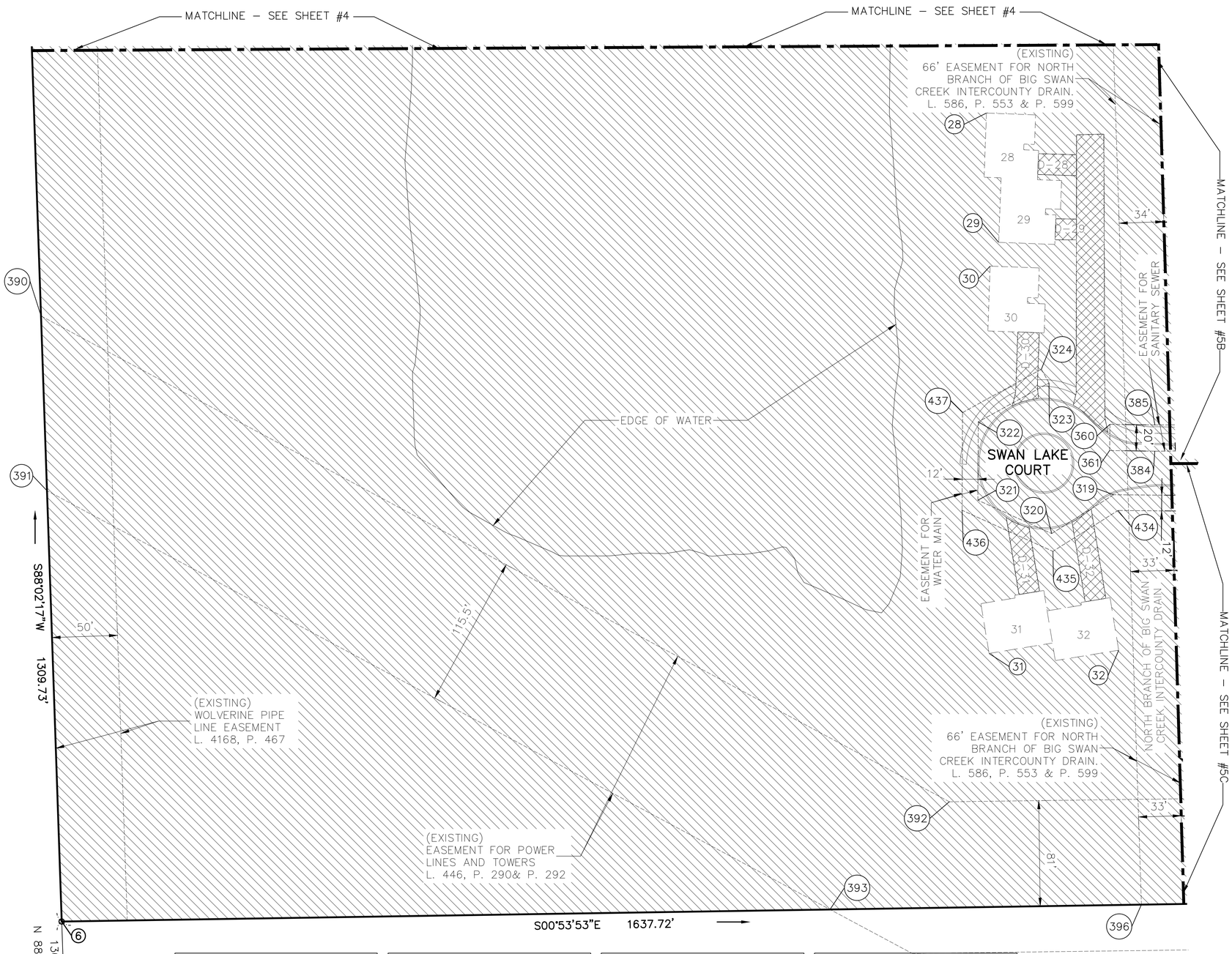
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GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)

1 inch = 40 ft.

NOTE:

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SIDE SETBACK MINIMUM IS 16', FROM BUILDING TO BUILDING.

FRONT SETBACK MINIMUM IS 58', FROM ROAD CENTERLINE TO BUILDING.

ALL EASEMENTS ARE SHOWN AS "PROPOSED", UNLESS NOTED OTHERWISE.

POINT TABLE		
POINT #	NORTHING	EASTING
3	5089.6821	7618.0144
6	5044.8395	6308.9622
28	5750.5608	5691.5323
29	5759.8827	5790.2490
30	5753.3473	5808.4670
31	5752.5295	6104.2029
32	5851.4404	6101.7698

POINT TABLE		
POINT #	NORTHING	EASTING
319	5847.5204	5983.0156
320	5800.3091	6012.6669
321	5743.9698	5987.1753
322	5744.2671	5927.3765
323	5798.2517	5897.6322
324	5792.4608	5887.1219
360	5844.8118	5929.2668

POINT TABLE		
POINT #	NORTHING	EASTING
361	5844.5323	5949.2649
384	5878.9805	5949.7464
385	5879.0367	5929.7452
390	5028.9962	5846.4623
391	5033.5677	5979.9135
392	5722.2194	6217.5106
393	5631.1530	6299.7716

POINT TABLE		
POINT #	NORTHING	EASTING
396	5868.8025	6296.0463
434	5850.9274	5995.0463
435	5801.2339	6026.2565
436	5731.9313	5994.8995
437	5732.3023	5920.2679

PROPOSED DATED
FEBRUARY 05, 2021

CRYSTAL POND CONDOMINIUMS

SITE PLAN - UNITS 28 - 32

PATRICK G. KEAST
ENGINEER NO. 27580

STATE OF MICHIGAN
PATRICK G. KEAST
ENGINEER
NO. 27580
REGISTERED PROFESSIONAL ENGINEER

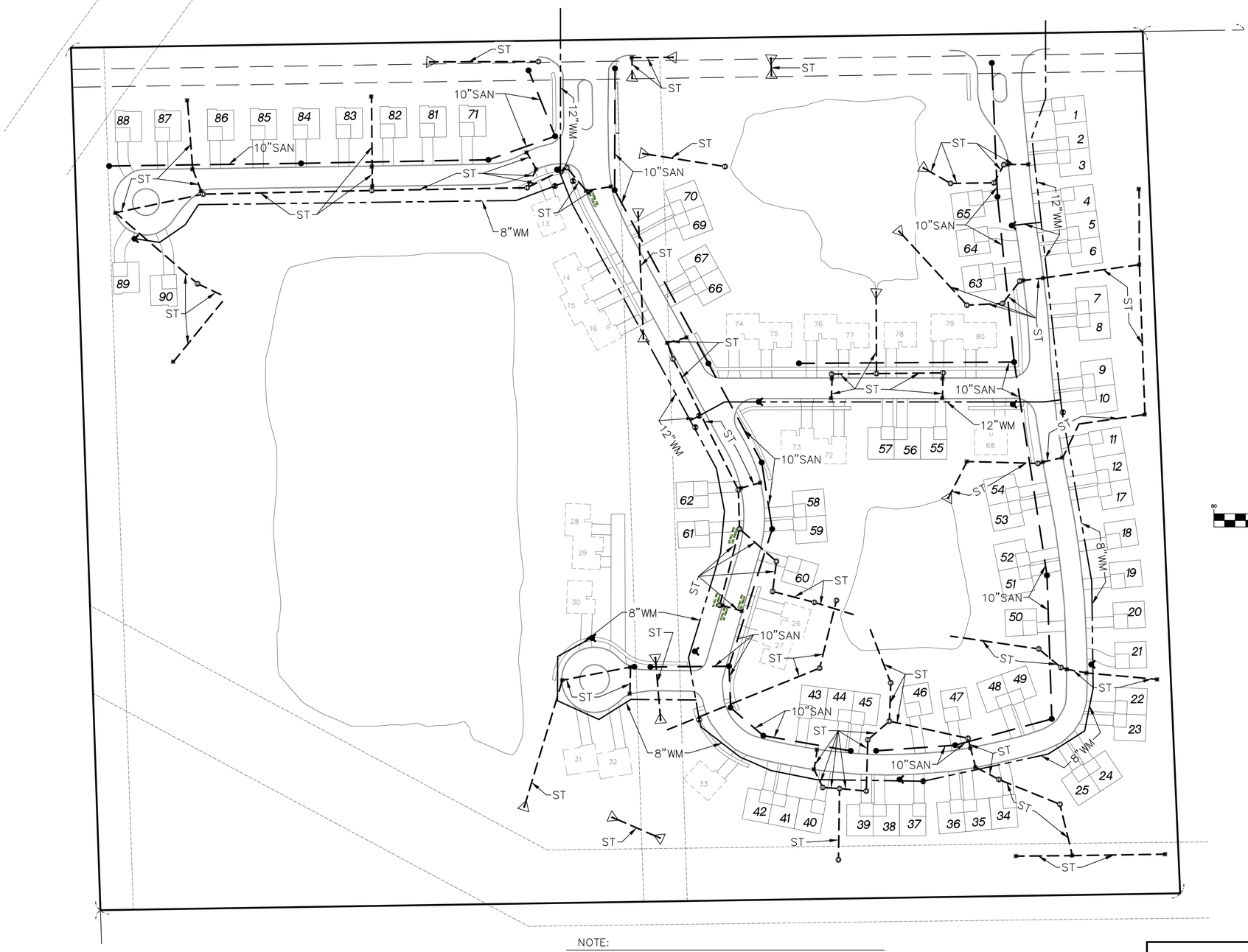
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18-024EXB-6

SHEET 6 OF 17

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SCALE

80 0 40 80 160 320

(IN FEET)

Horizontal Scale: 1 inch = 80 ft.

LEGEND	UTILITY	SOURCE OF LOCATION
— — — —	WATER MAIN	SEIBER, KEAST ENGINEERING, L.L.C.
— — — —	SANITARY SEWER	SEIBER, KEAST ENGINEERING, L.L.C.
— — — —	ST SEWER	SEIBER, KEAST ENGINEERING, L.L.C.
— · — · — · —	GAS*	CONSUMERS ENERGY
----------	ELECTRIC*	DTE ENERGY
. . . . .	TELEPHONE*	AMERITECH
— — — · — · —	CABLE TELEVISION*	COMCAST

*WILL BE SHOWN ON AS-BUILT DRAWINGS.

NOTE:

ALL UTILITY MAINS AND LEADS, "MUST BE BUILT". UTILITY LEADS LOCATED OUTSIDE EASEMENT AREAS NEED NOT BE BUILT.

ALL OTHER IMPROVEMENTS NEED NOT BE BUILT.

ALL WATER MAIN SIZES ARE AS NOTED.

ALL SANITARY SEWER SIZES ARE AS NOTED.

WATER & SANITARY SEWER UNDER JURISDICTION OF Y.C.U.A.

PROPOSED DATED
FEBRUARY 05, 2021

CRYSTAL POND CONDOMINIUMS

UTILITY PLAN

PATRICK G. KEAST
ENGINEER NO. 27580

STATE OF MICHIGAN
PATRICK G. KEAST
ENGINEER
NO. 27580
REGISTERED PROFESSIONAL ENGINEER

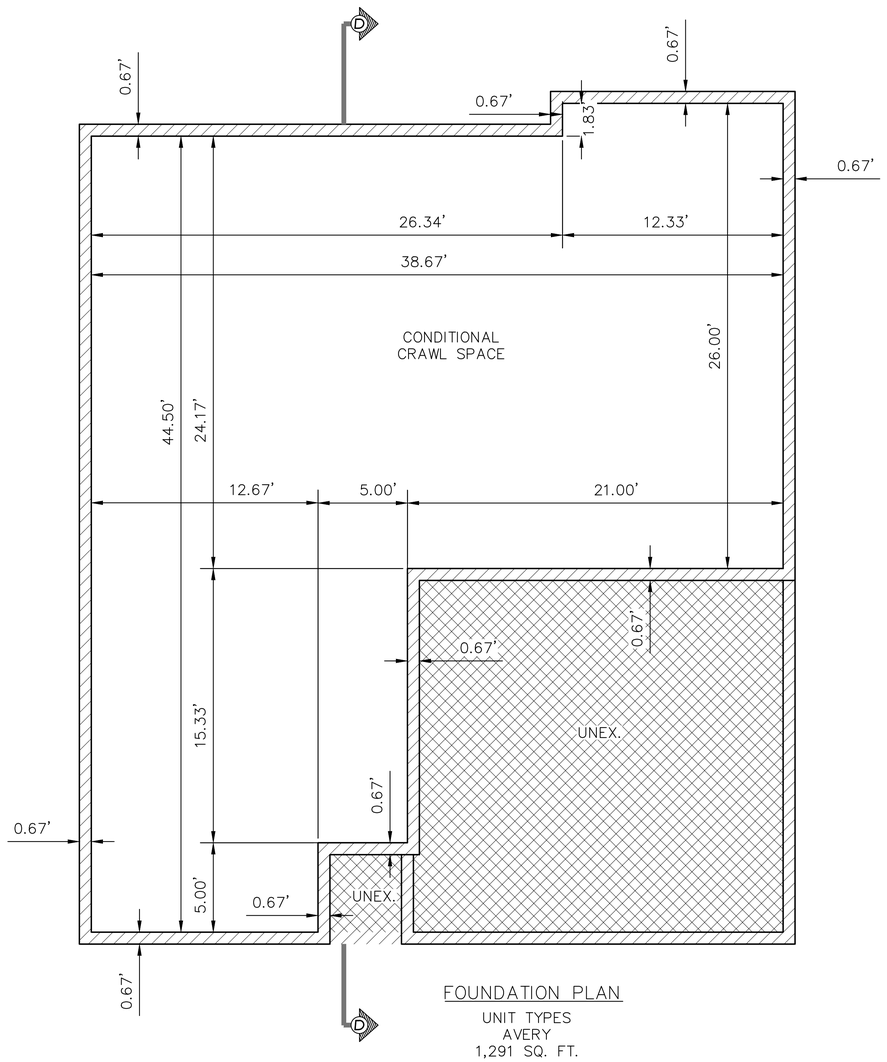
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18-024XB-7

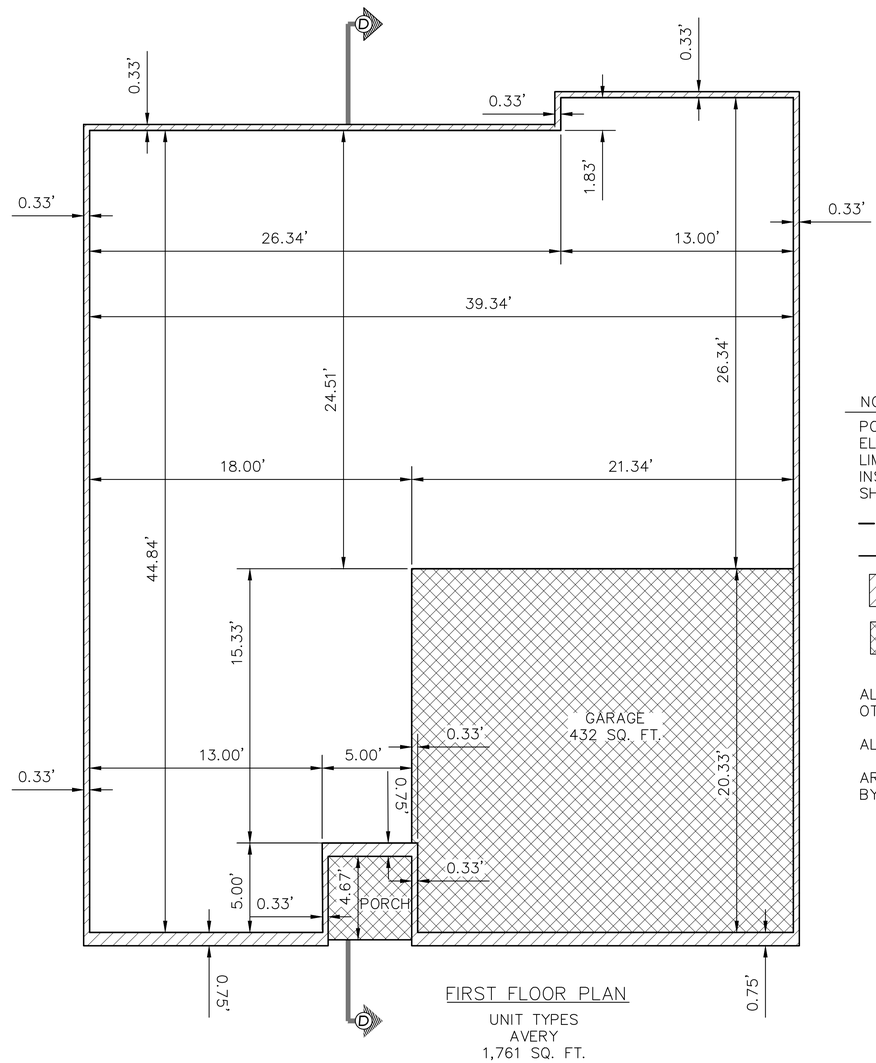
SHEET 7 OF 17

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FOUNDATION PLAN

UNIT TYPES
AVERY
1,291 SQ. FT.



FIRST FLOOR PLAN

UNIT TYPES
AVERY
1,761 SQ. FT.

GRAPHIC SCALE

4 0 2 4 8 16

(IN FEET)
1/4 inch = 1 ft.

NOTE:

PORCHES AND DRIVEWAYS ARE LIMITED COMMON ELEMENT. THE AREA AT REAR OF UNIT IS ALSO A LIMITED COMMON ELEMENT, WITHIN WHICH ANY DECK INSTALLED IN COMPLIANCE WITH CONDOMINIUM BY-LAWS SHALL BE LOCATED.

= CENTERLINE BETWEEN UNITS

= LIMITS OF OWNERSHIP

= GENERAL COMMON ELEMENT.

= LIMITED COMMON ELEMENT

ALL OWNERSHIP LINES ARE 90° TO EACH OTHER UNLESS OTHERWISE NOTED.

ALL WALLS ARE GENERAL COMMON ELEMENT.

ARCHITECTURAL DESIGN AND DIMENSIONING PROVIDED BY TK DESIGNS & ASSOCIATES.

UNITS - AVERY: 71, 81-90

PROPOSED DATED
FEBRUARY 05, 2021

CRYSTAL POND CONDOMINIUMS

FOUNDATION AND FIRST FLOOR PLANS
(UNIT TYPE AVERY)

PATRICK G. KEAST
ENGINEER NO. 27580

STATE OF MICHIGAN
PATRICK G. KEAST
ENGINEER
NO. 27580
REGISTERED PROFESSIONAL ENGINEER

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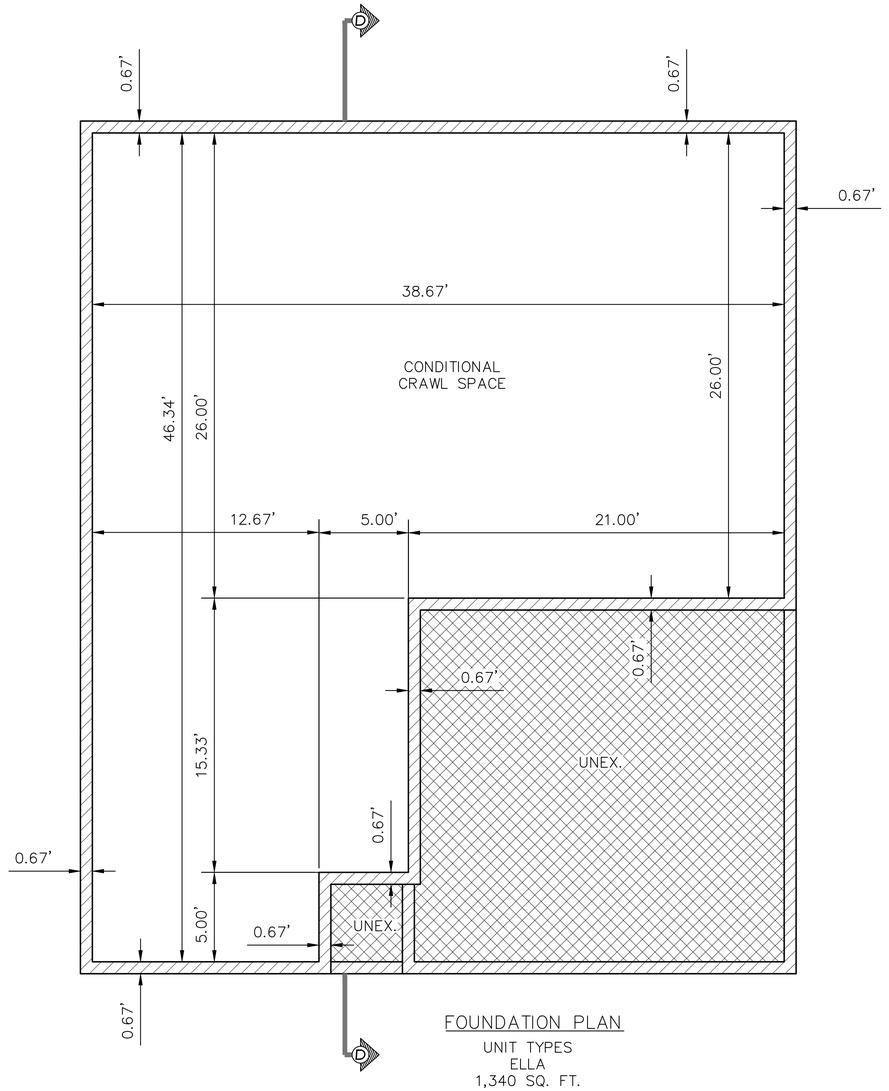
SHEET 9 OF 17

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GRAPHIC SCALE

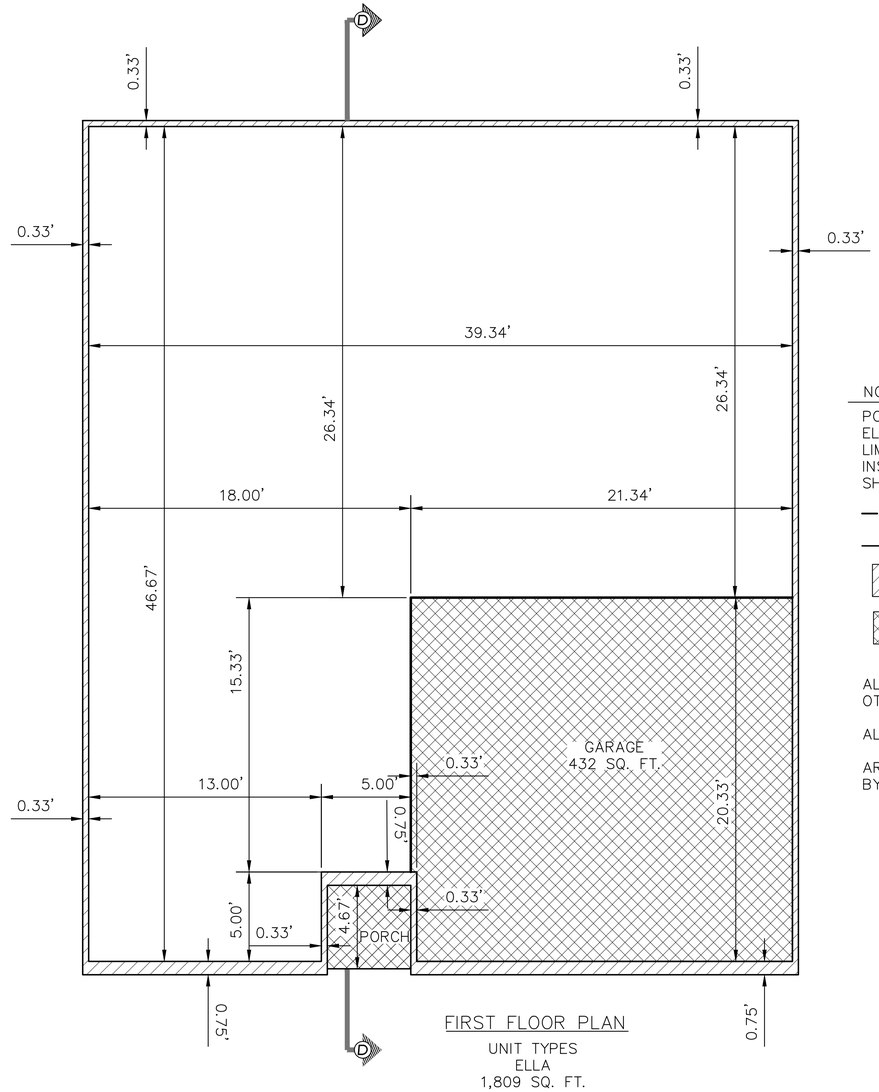
4 0 2 4 8 16

(IN FEET)
1/4 inch = 1 ft.



FOUNDATION PLAN

UNIT TYPES
ELLA
1,340 SQ. FT.



FIRST FLOOR PLAN

UNIT TYPES
ELLA
1,809 SQ. FT.

NOTE:

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ARCHITECTURAL DESIGN AND DIMENSIONING PROVIDED BY TK DESIGNS & ASSOCIATES.

UNITS – ELLA: 18–21, 46, 47, 50, 60–65

PROPOSED DATED
FEBRUARY 05, 2021

CRYSTAL POND CONDOMINIUMS

FOUNDATION AND FIRST FLOOR PLANS (UNIT TYPE ELLA)

PATRICK G. KEAST
ENGINEER NO. 27580

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PATRICK G. KEAST
ENGINEER
NO. 27580
REGISTERED PROFESSIONAL ENGINEER

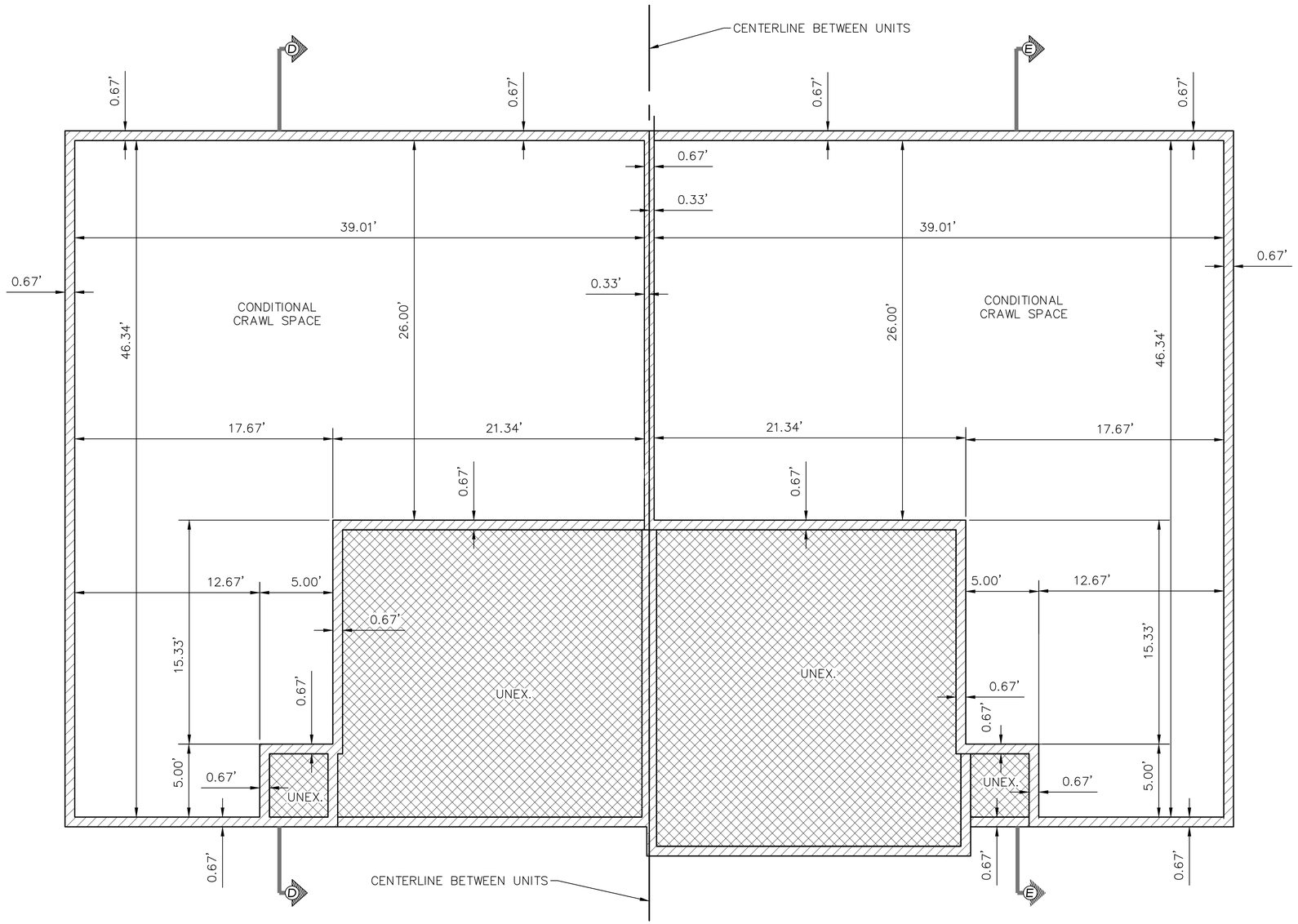
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18-024EXB-10

SHEET 10 OF 17

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FOUNDATION PLAN

UNIT TYPES
ELLA – DUPLEX
1,348 SQ. FT.

FOUNDATION PLAN

UNIT TYPE
GRACE
1,348 SQ. FT.

DUPLEX UNITS
ELLA: 7, 9, 22, 24, 48, 51, 53, 58, 67, 70
GRACE: 8, 10, 23, 25, 49, 52, 54, 59, 66, 69

GRAPHIC SCALE

4 0 2 4 8 16

(IN FEET)
1/4 inch = 1 ft.

NOTE:

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= LIMITS OF OWNERSHIP

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= LIMITED COMMON ELEMENT

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ALL WALLS ARE GENERAL COMMON ELEMENT.

ARCHITECTURAL DESIGN AND DIMENSIONING PROVIDED BY TK DESIGNS & ASSOCIATES.

PROPOSED DATED
FEBRUARY 05, 2021

CRYSTAL POND CONDOMINIUMS

FOUNDATION PLAN - DUPLEX BLDG. (UNIT TYPES ELLA AND GRACE)

PATRICK G. KEAST
ENGINEER NO. 27580

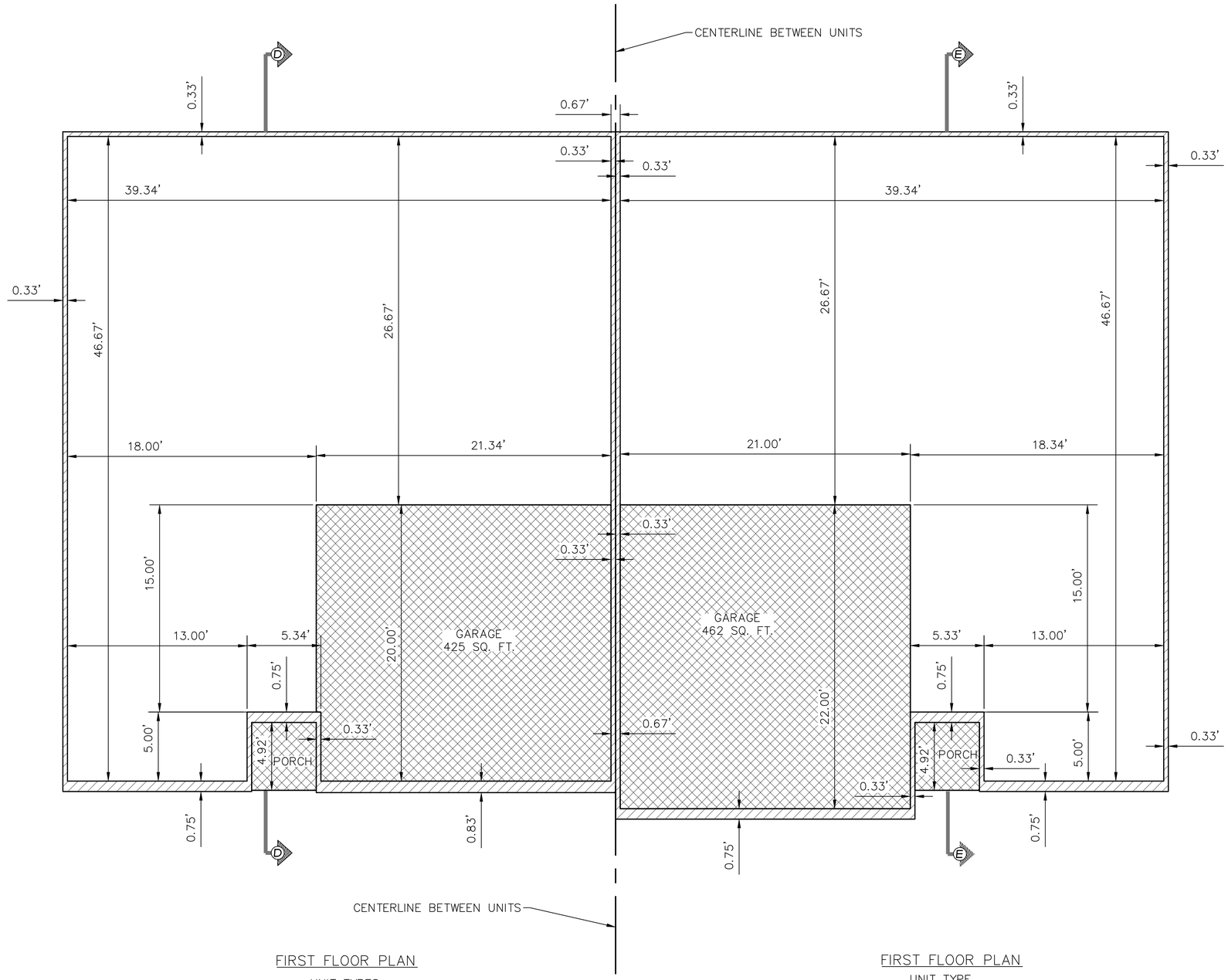
STATE OF MICHIGAN
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18-024EXB-11

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GRAPHIC SCALE

4 0 2 4 8 16

(IN FEET)
1/4 inch = 1 ft.

NOTE:

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= LIMITED COMMON ELEMENT

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ARCHITECTURAL DESIGN AND DIMENSIONING PROVIDED BY TK DESIGNS & ASSOCIATES.

FIRST FLOOR PLAN

UNIT TYPES
ELLA – DUPLEX
1,809 SQ. FT.

FIRST FLOOR PLAN

UNIT TYPE
GRACE
1,851 SQ. FT.

DUPLEX UNITS
ELLA: 7, 9, 22, 24, 48, 51, 53, 58, 67, 70
GRACE: 8, 10, 23, 25, 49, 52, 54, 59, 66, 69

PROPOSED DATED
FEBRUARY 05, 2021

CRYSTAL POND CONDOMINIUMS

FIRST FLOOR PLAN - DUPLEX BLDG.
(UNIT TYPES ELLA AND GRACE)

PATRICK G. KEAST
ENGINEER NO. 27580

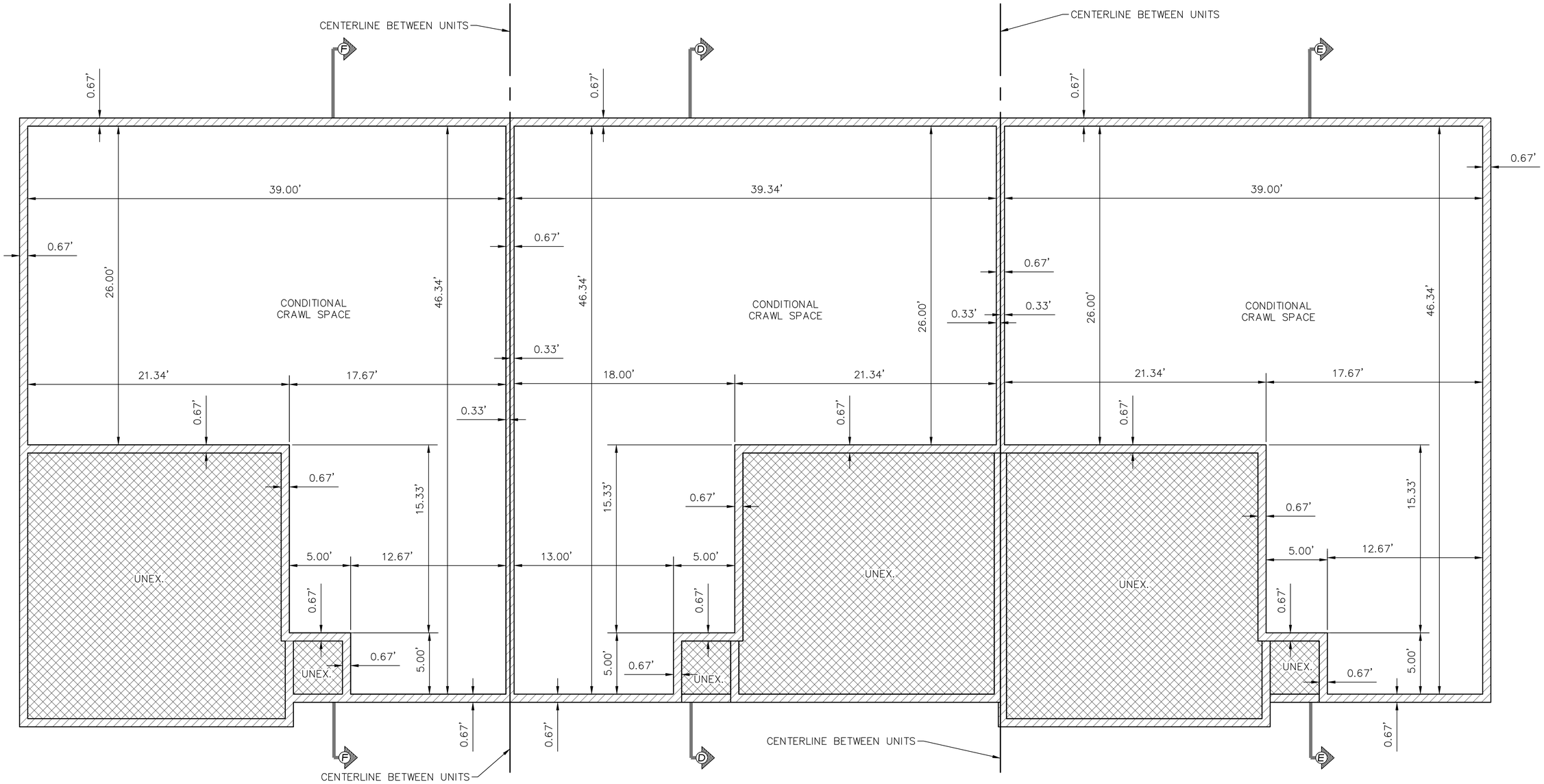
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18-024EXB-12

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FOUNDATION PLAN

UNIT TYPE
LILLY
1,348 SQ. FT.

FOUNDATION PLAN

UNIT TYPES
ELLA – TRIPLEX
1,364 SQ. FT.

FOUNDATION PLAN

UNIT TYPE
GRACE
1,348 SQ. FT.

PROPOSED DATED
FEBRUARY 05, 2021

TRIPLEX UNITS

ELLA: 2, 5, 12, 35, 38, 41, 44, 56
GRACE: 3, 6, 17, 36, 39, 42, 45, 57
LILLY: 1, 4, 11, 34, 37, 40, 43, 55

GRAPHIC SCALE

4 0 2 4 8 16
(IN FEET)
1/4 inch = 1 ft.

NOTE:

PORCHES AND DRIVEWAYS ARE LIMITED COMMON ELEMENT. THE AREA AT REAR OF UNIT IS ALSO A LIMITED COMMON ELEMENT, WITHIN WHICH ANY DECK INSTALLED IN COMPLIANCE WITH CONDOMINIUM BY–LAWS SHALL BE LOCATED.

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ARCHITECTURAL DESIGN AND DIMENSIONING PROVIDED BY TK DESIGNS & ASSOCIATES.

= CENTERLINE BETWEEN UNITS
= LIMITS OF OWNERSHIP
= GENERAL COMMON ELEMENT.
= LIMITED COMMON ELEMENT

CRYSTAL POND CONDOMINIUMS

FOUNDATION PLAN – TRIPLEX BLDG.

(UNIT TYPES ELLA, GRACE AND LILLY)

PATRICK G. KEAST
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REGISTERED PROFESSIONAL ENGINEER

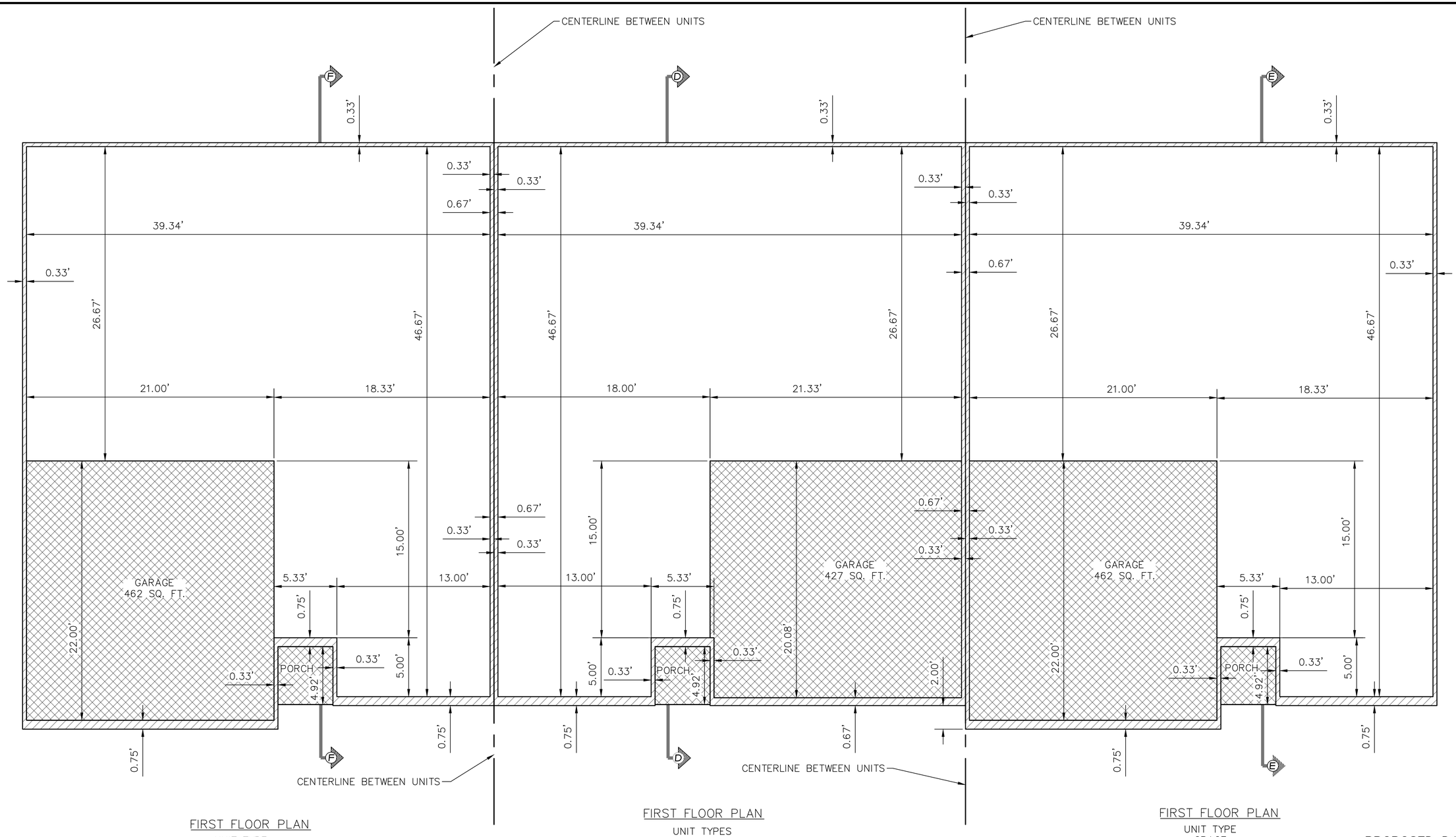
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18-024EXB-13

SHEET 13 OF 17

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FIRST FLOOR PLAN

UNIT TYPE
LILLY
1,851 SQ. FT.

FIRST FLOOR PLAN

UNIT TYPES
ELLA – TRIPLEX
1,810 SQ. FT.

FIRST FLOOR PLAN

UNIT TYPE
GRACE
1,851 SQ. FT.

PROPOSED DATED
FEBRUARY 05, 2021

TRIPLEX UNITS

ELLA: 2, 5, 12, 35, 38, 41, 44, 56
GRACE: 3, 6, 17, 36, 39, 42, 45, 57
LILLY: 1, 4, 11, 34, 37, 40, 43, 55

GRAPHIC SCALE

4 0 2 4 8 16

(IN FEET)
1/4 inch = 1 ft.

NOTE:

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= CENTERLINE BETWEEN UNITS
= LIMITS OF OWNERSHIP
= GENERAL COMMON ELEMENT.
= LIMITED COMMON ELEMENT

CRYSTAL POND CONDOMINIUMS

FIRST FLOOR PLAN - TRIPLEX BLDG.

(UNIT TYPES ELLA, GRACE AND LILLY)

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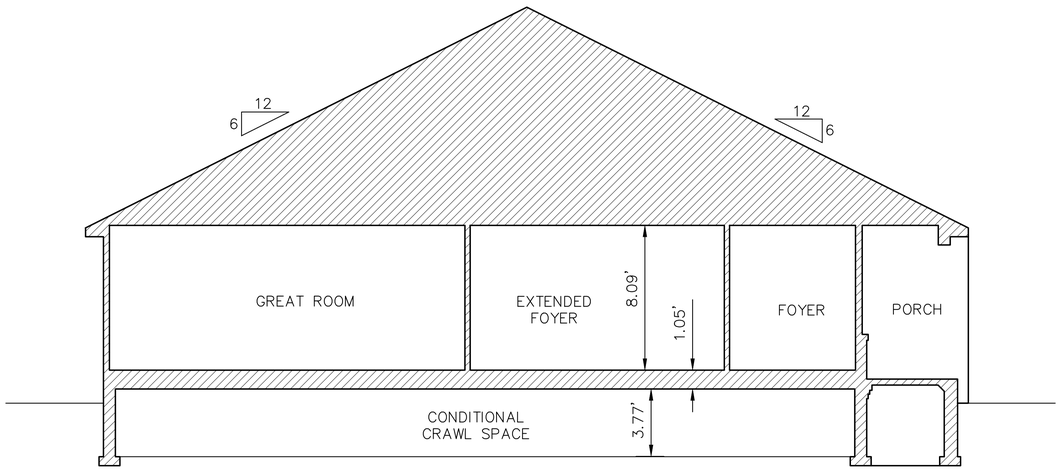
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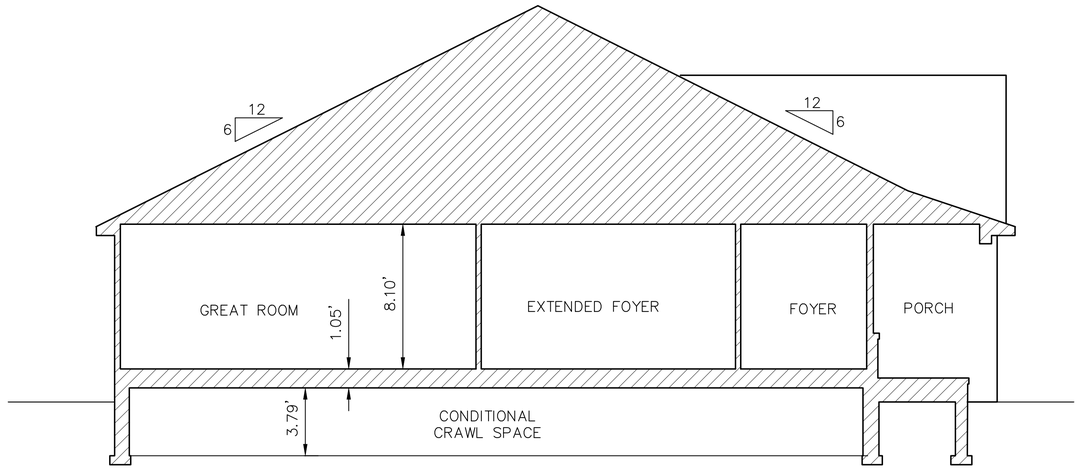
SHEET 14 OF 17

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CROSS SECTION D–D

UNIT TYPE
AVERY & ELLA



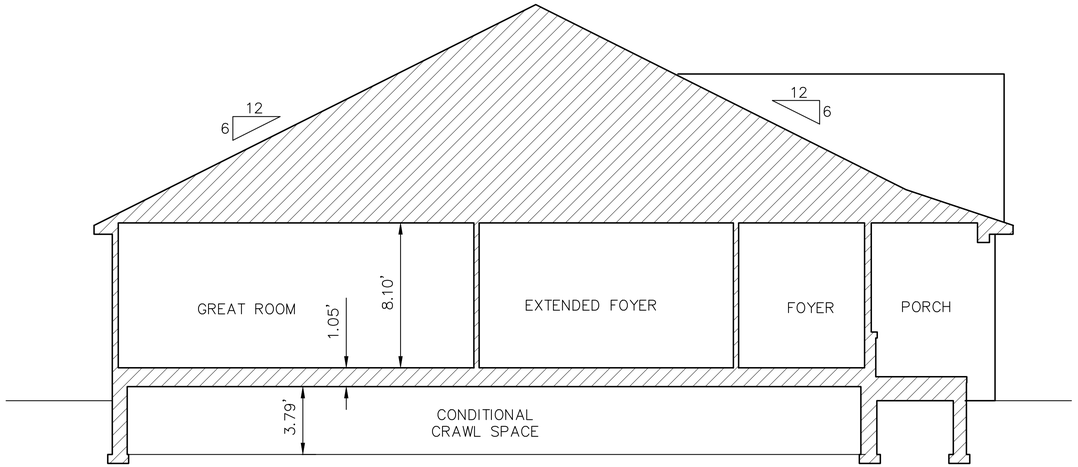
CROSS SECTION E–E

UNIT TYPE
GRACE

GRAPHIC SCALE

4 0 2 4 8 16

(IN FEET)
1/4 inch = 1 ft.



CROSS SECTION F–F

UNIT TYPE
LILLY

NOTE:

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= CENTERLINE BETWEEN UNITS

= LIMITS OF OWNERSHIP

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ALL WALLS ARE GENERAL COMMON ELEMENT.

ARCHITECTURAL DESIGN AND DIMENSIONING PROVIDED BY TK DESIGNS & ASSOCIATES.

PROPOSED DATED
FEBRUARY 05, 2021

CRYSTAL POND CONDOMINIUMS

CROSS SECTION PLAN - D-D, E-E, F-F

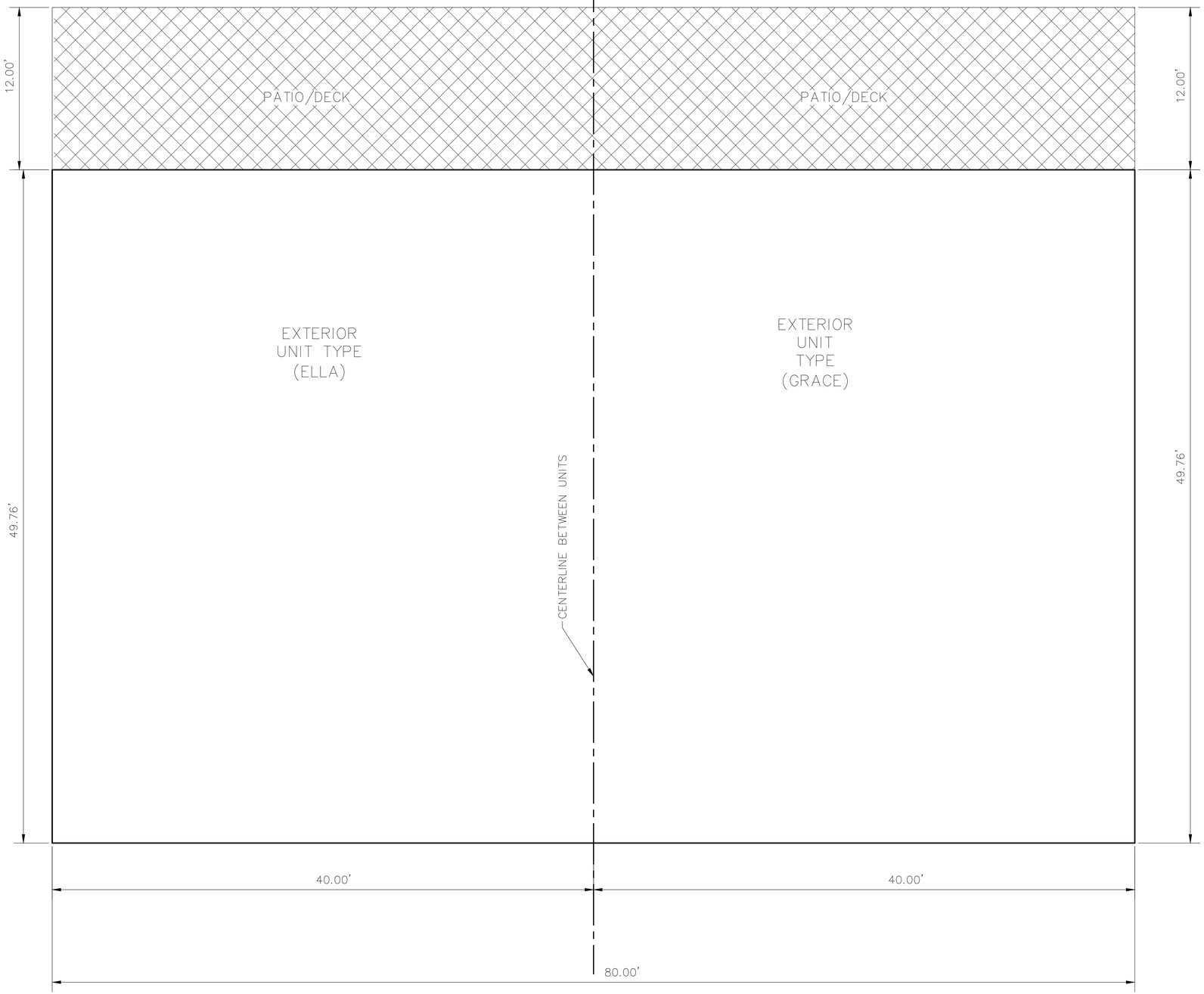
PATRICK G. KEAST
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GRAPHIC SCALE

4 0 2 4 8 16

(IN FEET)

1/4 inch = 1 ft.

NOTE:

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ARCHITECTURAL DESIGN AND DIMENSIONING PROVIDED BY TK DESIGNS & ASSOCIATES.

PROPOSED DATED
FEBRUARY 05, 2021

CRYSTAL POND CONDOMINIUMS

PERIMETER PLAN - DUPLEX
(UNIT TYPES ELLA AND GRACE)

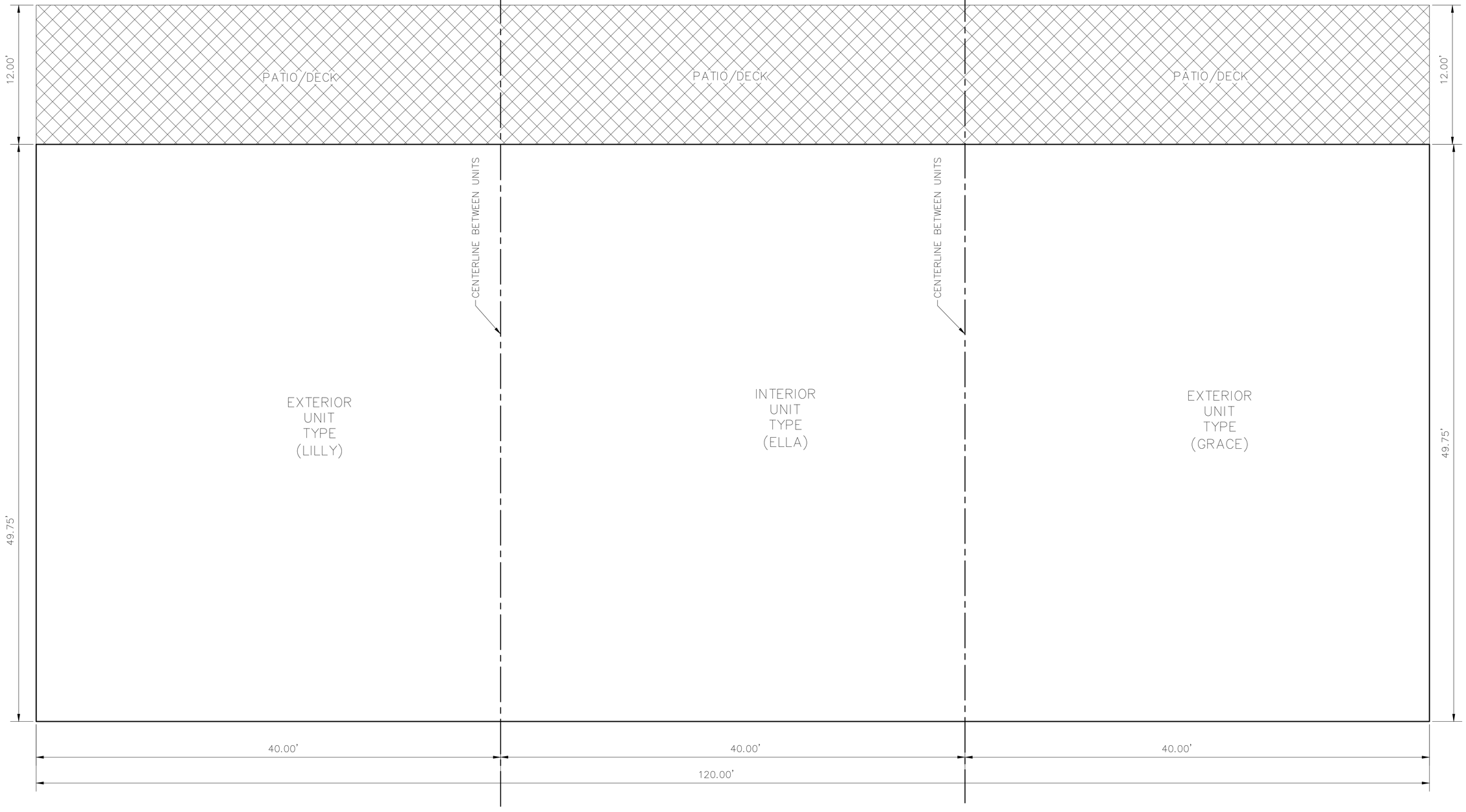
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ENGINEER
NO. 27580
REGISTERED PROFESSIONAL ENGINEER

SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

ambit land surveyors, inc.
691 WING STREET
Plymouth, Mi. 48170
ph. 800.221.5263
ph. 734.455.5501
fax 877.837.5267
www.ambitsurveyors.com

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GRAPHIC SCALE

4 0 2 4 8 16

(IN FEET)

1/4 inch = 1 ft.

NOTE:

PORCHES AND DRIVEWAYS ARE LIMITED COMMON ELEMENT. THE AREA AT REAR OF UNIT IS ALSO A LIMITED COMMON ELEMENT, WITHIN WHICH ANY DECK INSTALLED IN COMPLIANCE WITH CONDOMINIUM BY-LAWS SHALL BE LOCATED.

ALL OWNERSHIP LINES ARE 90° TO EACH OTHER UNLESS OTHERWISE NOTED.

ALL WALLS ARE GENERAL COMMON ELEMENT.

ARCHITECTURAL DESIGN AND DIMENSIONING PROVIDED BY TK DESIGNS & ASSOCIATES.

= CENTERLINE BETWEEN UNITS

= LIMITS OF OWNERSHIP

= GENERAL COMMON ELEMENT.

= LIMITED COMMON ELEMENT

PROPOSED DATED FEBRUARY 05, 2021

PATRICK G. KEAST
ENGINEER NO. 27580

STATE OF MICHIGAN
PATRICK G. KEAST
ENGINEER
NO. 27580
REGISTERED PROFESSIONAL ENGINEER

CRYSTAL POND CONDOMINIUMS

PERIMETER PLAN - TRIPLEX (UNIT TYPES ELLA, GRACE AND LILLY)

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18-024EXB-17

SHEET 17 OF 17

C:\USERS\PROWERO\DOCUMENTS\WORK\18-024 CRYSTAL POND\CONDO\5TH AMEND\18-024EXB-ARCH-2.DWG

Charter Township of Ypsilanti
"Placing Residents First"

Office (734) 544-4225
Fire Chief (734) 544-4110
Fire Marshal (734) 544-4107
Fax (734) 544-4195

FIRE DEPARTMENT
222 SOUTH FORD BOULEVARD
YPSILANTI, MICHIGAN 48198-6067

MEMORANDUM

To: Charter Township of Ypsilanti Trustees

From: Ypsilanti Township Fire Chief Eric Copeland

Date: March 8, 2021

Subject: Authorization for emergency repair of Engine 14-7

Dear Madam Supervisor Stumbo and Trustees,

I would request for the March 16, 2021 Board of Trustees meeting authorization for emergency repairs to Engine 14-7 (2008 Crimson) for the removal and replacement of Pre Cooler, Turbo, ARD head, CGI sensor, and clean breather & tubes in the amount quoted of $10,195.92 payable from line FY 2021 - #206-206-000-863.004 Auto & Truck Maintenance Station 4.

Attached is the repair quote from Michigan CAT, an authorized CAT repair facility, whereby Engine 14-7 having a propriety Caterpillar Engine only CAT authorized facilities can make repairs therefore a single source vendor.

Thank you for your consideration, Chief Copeland

Michigan CAT

Account Number: 19334

Quotation#: 218337

Repair Estimate

Bill to:
Charter Township of Ypsilanti

Ypsilanti, Michigan 48197

Ship to:

General information

Contact name: FRED
Phone number: 734-320-6475
Unit number: ENGINE 4
Manufacturer: CATERPILLAR
Model: C9 TRK
Serial number: 0C9S00930
Effective date: 2021-03-02
Expiration date: 2021-04-01
Meter: 7471 (hours)

Description	Unit Price	Quantity	Ext Price
LABOR SPENT TO DIAGNOSE, TEST AND REGEN	$1,820.00	1	$1,820.00
REPLACE PRE COOLER			$1,167.63
LABOR TO REMOVE AND INSTALL PRECOOLER	$130.00	3	$390.00
REPLACE TURBO			$3,385.21
LABOR TO REMOVE AND INSTALL TURBO	$130.00	12	$1,560.00
REPLACE ARD HEAD WITH FUEL FITTINGS			$756.61
LABOR TO REMOVE AND INSTALL ARD HEAD	$130.00	6	$780.00
REPLACE CGI DIFF. SENSOR			$178.32
LABOR TO REMOVE AND INSTALL CGI SENSOR	$130.00	4	$520.00
CLEAN BREATHER			$8.05
LABOR TO CLEAN BREATHER AND TUBES	$130.00	1	$130.00
		Sub-total	$10,695.82
		Discount	$500.00
		Total	$10,195.82

*NOTE: TAX AND FREIGHT CHARGES ARE ADDITIONAL TO PRICES LISTED ABOVE.

Michigan CAT

Account Number: 19334

Quotation#: 218337

Repair Estimate

Submitted by: Adam Dudek
Cell: 734-308-9921
Email: adamdudek@michigancat.com

Customer Signature: _____

Supervisor
BRENDA L. STUMBO
Clerk
HEATHER JARREL ROE
Treasurer
STAN ELDRIDGE
Trustees
DEBBIE SWANSON
JOHN P. NEWMAN II
GLORIA PETERSON
JIMMIE WILSON JR.

Green Oaks Golf Course

1775 E. Clark Road
Ypsilanti, MI 48198
Phone: (734) 485-0881
Fax: (734) 485-1992

ytown.org

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Mike Hoffmeister, Residential Services Director

CC: Javonna Neel, Accounting Director

Date: March 10, 2021

Subject: Request Authorization to approve the proposal with OHM for engineering services for Ford Boulevard ADA improvements in the amount of $19,900 budgeted in line #212-212.000-818.006

The Residential Services Department is requesting authorization to approve the proposal with OHM for engineering services for Ford Boulevard ADA improvements.

As noted in the AACIL settlement with Ypsilanti Township, there is a stretch of sidewalk along Ford Boulevard, north of Holmes Road that is in disrepair. This includes the slope leading to the bus stop. This project is of high priority to complete due to the proximity and use to residential housing and heavily used bus stop in that area.

Mike Hoffmeister
Residential Services Director
mhoffmeister@ytown.org
734-544-3515

March 10, 2021

Ms. Brenda Stumbo
Township Supervisor
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197

RE: Proposal for Ford Boulevard ADA Improvements
Professional Engineering Design Services

Dear Ms. Stumbo:

Thank you for the opportunity to submit this proposal to provide Professional Engineering Design Services for improving ADA accessibility along Ford Boulevard. As part of the 2019 AACIL settlement, the Charter Township of Ypsilanti and the Washtenaw County Road Commission (WCRC) are responsible for improving Ford Blvd ADA accessibility along the sidewalk north of Holmes Road and OHM is eager to help resolve this task.

This proposal provides key personnel and project manager contact information as well as project understanding, deliverables, schedule, and fee estimation.

PROJECT UNDERSTANDING

The proposed project consists of removing and replacing existing sidewalk along the east side of Ford Boulevard from Holmes Road to approximately 500 feet northward. For this ADA Improvements Project, a 5-ft wide concrete pathway will be designed beginning at the northeast corner of Ford Blvd and Holmes Rd traversing northwardly toward the Clark East Tower Apartments.

Pathway design will comply with the current guidelines for pathway construction including applicable sections of the Americans with Disabilities Act (ADA), the National Asphalt Pavement Association (NAPA) Standards, and local Ordinances.

It is anticipated that most of the construction effort will stay within the Ford Boulevard right-of-way; however, for grading purposes a temporary grading easement may be required specifically at the property of 1595 Holmes Road (Strip Mall driveway) and 1550 East Clark Road (sidewalk junction of Clark East Tower Apartments).

OHM will reach out to management at the Clark East Tower Apartments (1550 E Clark Rd) and acquire a letter of support if a temporary grading easement is deemed necessary during the design. The same approach will be made with Ypsilanti Real Estate LLC (1595 Holmes Rd), for the abutting strip mall if a temporary grading easement is necessitated. No other easements for the project are anticipated at this time as most of the proposed work should be contained within the Ford Blvd right-of-way.

We offer the following scope of services for the completion of the design of this project.

SCOPE

Task 1 – Design Survey/ROW Identification

OHM Advisors will begin Design Survey upon authorization to proceed. Due to the sensitive nature of this project, it is imperative updated topo is collected so the project can be properly designed to meet ADA standards and successfully get the proper WCRC permit in place. The topographical survey will also identify critical areas where obtaining temporary or permanent easements is necessary. Tasks to be accomplished include:

- **Control:** Establish horizontal and vertical control
- **Right-of-Way:** Obtain property boundary and ROW information and tie to project control.
- **Topographic Survey:** Obtain all necessary existing physical features, such as sidewalk, structure inventory, trees, etc., and elevations to provide information for preparing plans, with a focus on meeting all ADA requirements.

Task 2 – Engineering Drawing Design

The data gathered in Task 1 will allow us to create a set of design base drawings showing existing conditions. These drawings will be further developed to show the pathway location. Preliminary design will be completed at this time.

The plans will include any notes and details necessary for specific design elements as well as cross-sections of the sidewalk. These documents will serve as the plans for the project and allow the contractor to recognize the overall scope of work. Additionally, these plans will be reviewed with the Township for feedback through a meeting. If easements are needed, they will be discussed at this time. Any plan revisions discussed at the meeting will be incorporated into the drawings for the final change order package. This design assumes two (2) easements will need to be obtained near the shopping center drive approach and the Clark Tower Apartments. Additional easements can be prepared for $950 each.

Geotechnical information will also be gathered at this stage and will be performed in-house by OHM. We anticipate that three (3) pavement cores will need to be obtained for the proposed pathway alignment.

Task 3 – Specifications and Final Plans and Bid Package Assembly

In order to develop the necessary specifications, OHM will follow the Charter Township of Ypsilanti Engineering Standards and Design Specifications. These specifications will pertain to specific items such as special instructions to bidders (Township requirements), supplemental and technical specifications, and a method of payment for the contractor to follow. The bid package will require the necessary bonding, prevailing wage information, and insurance requirements as well as a bid form that will allow the Township to compare bids on an "apples to apples" basis. After completion of the design, the Township will be provided with two hard copies of the package for review along with an updated final engineer's opinion of probable cost. Final adjustments to the package will then be made based on the Township's comments prior to advertising and bidding. A list of permits will also be included in the bid package and all applicable permit applications will also be applied for prior to bidding commencing.

Task 4 – Bidding Assistance

The final bid package will be provided to the Township to be posted on the Michigan Inter-governmental Trade Network (MITN). OHM will assist with the bid process and conduct a bid opening. OHM can also hold an onsite pre-bid conference with potential bidders, if requested by the Township. OHM will address any questions and/or any Requests for Information (RFIs) received by the bidding contractors during the bid phase. OHM will hold a bid opening at the Township on the date specified in the bid documents. Bids will be received, read aloud, collected, tabulated, and reviewed. A letter of recommendation will be provided to the Township based on price, references, and other criteria outlined in the bid documents.

DELIVERABLES

Task	Deliverable
Task 2	Engineering Design Plans
Task 3	Final Bidding Package (Reviewed by Township Attorney)
Task 4	Recommendation of Award Letter

KEY PERSONNEL

This project team has been specifically selected to best meet the technical aspects of the design and facilitate coordination with the Township. OHM will provide in-house geotechnical services. Below is a list of key personnel and their role on this project.

Project Team Members	Role on Project	Specific Duties
Matthew Parks, PE	Project Manager	Management & Public Liaison
Elliot Smith	Lead Design Engineer	Concepts, Design Development, ADA Issues, & QA/QC
Andrew Schripsema, PE, PS	Surveyor	Design Survey (Control, Topography, & Right-of-Way)

ASSUMPTIONS/CLARIFICATIONS

- The design will be limited to the sidewalk and hard surface around the proposed conceptual routes only. This design will not incorporate any improvements to Ford Boulevard or Holmes Road.
- After our survey team completes the topographic survey, OHM will review the existing grades of the through driveways and pathway that intersect the project. In the event easements are required due to necessary regrading, easement coordination will be billed hourly to OCS.
- Any additional tasks outside of the above scope of services can be conducted at an hourly rate or as negotiated between the Township and OHM Advisors. Additional work will not be conducted prior to Township written authorization.
- No construction phase services are included in the proposal. The Township can inspect and administer this project with their staff or OHM can submit a proposal under separate cover for consideration upon request. In general, small projects like this require approximately 13-15% of the overall construction cost to administer construction services. This can change based on the level of service provided.
- Any meetings in addition to the meetings outlined in the above scope are not included in the scope of services but can be attended upon request. Time spent for these meetings will be charged on an hourly basis.

SCHEDULE

As we submit this proposal, the world is still in the midst of the Covid-19 health crises and we believe there is an increased risk for potential schedule impacts. The Scope of Services includes a schedule that is based on operating in a normal environment. The OHM Advisors team is adjusting our workflow logistics and our design teams are working remotely in a very effective manner. However, be aware that schedule impacts from elements such as field services delays, permitting agencies, utility companies, and key staff illness that OHM Advisors does not have control over are more likely in the current environment. We will communicate proactively, clearly identify project issues as they arise and work with Township staff to develop a plan to deal with the issues.

OHM Advisors intends to start work within three weeks of approval of the proposal. Final plans should be complete within four months. OHM Advisors should be notified immediately of any deadline changes to satisfy the Township's needs, as significant changes in the final project schedule could affect total cost.

FEE

OHM Advisors will invoice the Charter Township of Ypsilanti for the above stated services on an hourly not-to-exceed basis, in accordance with our 2021 Rate Schedule. Invoices will be sent monthly as work is performed.

Design Tasks	**Design Fee**
Task 1: Survey & ROW	$5,600.00
- Sub Task 1: Pavement Cores	$1,500.00
Task 2: Engineering Drawings	$5,400.00
Task 3: Specifications and Final Bid Package	$3,900.00
Task 4: Bidding Assistance	$3,500.00
Total	**$19,900.00**

The total fee is estimated to be $19,900.00. Additional services can be provided on an hourly basis, as requested.

ACCEPTANCE

If this proposal is acceptable to you, a signature on the enclosed copy of this letter and initials on the contract terms and conditions will serve as our authorization to proceed.

Thank you for giving us the opportunity to present this proposal to you. We look forward to working with you throughout this project.

OHM ADVISORS CONSULTANT		Charter Township of Ypsilanti CLIENT
_____	(Signature)	_____
Matthew D. Parks, P.E.	(Name)	Ms. Brenda Stumbo
Principal in Charge	(Title)	Township Supervisor
_____	(Date)	_____
	(Signature)	_____
	(Name)	Ms. Heather Jarrell Roe
	(Title)	Township Clerk
	(Date)	_____

Supervisor
BRENDA L. STUMBO
Clerk
HEATHER JARREL ROE
Treasurer
STAN ELDRIDGE
Trustees
DEBBIE SWANSON
JOHN P. NEWMAN II
GLORIA PETERSON
JIMMIE WILSON JR.

Green Oaks Golf Course

1775 E. Clark Road
Ypsilanti, MI 48198
Phone: (734) 485-0881
Fax: (734) 485-1992

ytown.org

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Mike Hoffmeister, Residential Services Director

CC: Shawna Waibel, RSD Clerk
Javonna Neel, Accounting Director

Date: March 10, 2021

Subject: Request Authorization to approve AAA Auto Parts & Service as the preferred vehicle repair shop for Township vehicle repairs below $1,000

The Residential Services Department is requesting authorization to approve AAA Auto Parts & Service as the preferred vehicle repair shop for Township vehicles below $1,000.

Township vehicles are constantly and consistently getting repairs. Through our experiences, we know what shops and dealerships will be the most of the least expensive for repairs. Additionally, the existing financial policy requires three quotes for repairs/purchases made above $500. This is difficult when attempting to inspect and diagnose a vehicle as the respective repair shops must see the vehicle in order to quote it. Often times, repair shops will charge us to look at it when we don't do business there. Most recently, the Township paid $250 for two shops to look at a vehicle before we were able to find the cheapest quote to repair the vehicle. If the vehicle is found to require repairs above $1,000, we will revert back to the financial policy and retrieve three (3) written quotes.

RSD staff are attempting to find efficiencies in our processes and ways that we're not wasting Township dollars when attempting to make repairs to Township vehicles.

Mike Hoffmeister
Residential Services Director
mhoffmeister@ytown.org
734-544-3515

Charter Township of Ypsilanti

RESOLUTION NO. 2021-13

2021 LAND AND WATER CONSERVATION FUND GRANT FOR CLUBVIEW PARK

WHEREAS, the Charter Township of Ypsilanti, in Washtenaw County Michigan, supports the submission of an application titled, “Clubview Park Improvements” to the Land and Water Conservation Fund for development of new tennis and pickleball courts at Clubview Park; and,

WHEREAS, the proposed application is supported by the Community’s 5-Year Approved Parks and Recreation Plan; and,

WHEREAS, the Charter Township of Ypsilanti is hereby making a financial commitment to the project in the amount of $147,500 matching funds, in cash and/or force account; and

NOW THEREFORE, BE IT RESOLVED that the Charter Township of Ypsilanti hereby authorizes submission of a Land and Water Conservation Fund Application for $147,500, and further resolves to make available its financial obligation amount of $147,500 of a total $295,000 project cost, during the 2022-2023 fiscal year.

Supervisor
BRENDA L. STUMBO
Clerk
HEATHER JARREL ROE
Treasurer
STAN ELDRIDGE
Trustees
DEBBIE SWANSON
JOHN P. NEWMAN II
GLORIA PETERSON
JIMMIE WILSON JR.

Green Oaks Golf Course

1775 E. Clark Road
Ypsilanti, MI 48198
Phone: (734) 485-0881
Fax: (734) 485-1992

ytown.org

MEMORANDUM

TO: Ypsilanti Township Board of Trustees

FROM: Mike Hoffmeister, Director – Residential Services Department

DATE: March 10, 2021

RE: **Request authorization of resolution for the 2021 Michigan Department of Natural Resources Land and Water Conservation Fund for Clubview Park Improvements**

The Residential Services Department is requesting the Ypsilanti Township Board of Trustees to consider authorization of the resolution for the 2021 Michigan Land and Water Conservation Fund Development Grant for Clubview Park Tennis Court renovations. In 2020, we applied for a mDNR Recreation Passport Grant but did not receive it.

On March 1, 2021, the Ypsilanti Township Park Commission held a public comment session and made an official recommendation to the Board of Trustees to proceed with this LWCF Grant Application. If all goes well and the grant is awarded, this would be a 2022-2023 construction project.

Respectfully Submitted,

Mike Hoffmeister
Residential Services Director
mhoffmeister@ytown.org
734-544-3515

memo

To: Ypsilanti Township Board of Trustees

From: David Streeter, Chair, Ypsilanti Township Park Commission

CC: Michael Hoffmeister

Date: 03/02/2021

Re: Recommendation from the Ypsilanti Township Park Commission

Clubview Park Land and Water Conservation Fund Grant Application

---

The following motion was approved during the 03/01/2021 Ypsilanti Township Park Commission meeting:

- Recommendation to adopt a resolution to authorize submittal of a Land and Water Conservation Fund grant through the MDNR for improvements at Clubview Park. The resolution also commits to the required local match. Total project cost is estimated at $295,000. This grant has a 50% local match requirement, so the grant will fund $147,500 and will require $147,500 of local funds.

The tennis courts at Clubview Park have deteriorated to the point they are unsafe for use. The proposed improvements project is consistent with our Parks and Recreation Master Plan.

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement • Police Services

To: Heather Jarrell Roe, Clerk

From: Michael Radzik, OCS Director

Re: Request to confirm authorization for circuit court litigation to abate public nuisances by padlocking at 1777 W. Michigan Ave, 649 N. Ivanhoe, and 1148 Fall River; funded in the amount of $30,000 in account 101-950.000-801.023

Copy: McLain & Winters, Township Attorneys

Date: March 10, 2021

The Office of Community Standards (OCS) has investigated and received information regarding public nuisances at the following locations for which administrative authorization was previously granted to engage legal services to abate said nuisances by padlocking. Confirmation of that authorization is now requested.

1777 W MICHIGAN AVE

This multifamily apartment house was the site of a narcotics trafficking investigation by the Washtenaw County Sheriff's Office community action team (CAT) in response to citizen tips and an overdose incident in the parking lot last summer. During the investigation, deputies observed drug transactions occur and collected intelligence information. The case culminated in the execution of a search warrant and the arrest of a tenant responsible for the trafficking. Police seized a large quantity of crack cocaine, several firearms, and about $3,000 cash. OCS obtained administrative approval to initiate public nuisance litigation to padlock the subject apartment against its owner, Michael Reynolds of Pittsfield Township. The case is in process with a successful resolution pending.









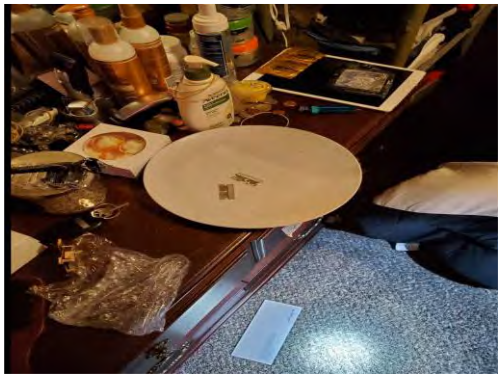
649 N IVANHOE AVE

This single family house in the Lay Gardens neighborhood watch area was the subject of a narcotics trafficking investigation by the CAT team in October through December, 2020. The rental property, owned by Daniel Novak of Tipton, MI, had been under surveillance during which time deputies observed occupants of the house dealing drugs and delivering drugs from the house to various nearby meet spots. During an attempted traffic stop on the primary suspect, the suspect attempted to flee from apprehension and was chased down and arrested. Police subsequently executed a search warrant at the house and seized a quantity of crack cocaine and approximately $10,000 cash in small denominations. Of special note is that the landlord was previously the subject of padlock litigation at a different rental property in Ypsilanti Township under similar circumstances.









1148 FALL RIVER RD

This single family rental property in the Holmes Road neighborhood watch area was the scene of a shooting incident on January 17, 2021 in which a victim suffered serious gunshot wounds. The police investigation determined that shots were fired during an argument inside the house among several adults, and that two young children were present at the time. Both the shooter and the shooting victim fled in different directions prior to police arrival, and police were tasked with locating everyone and reconstructing the crime scene. A search warrant to collect

evidence was executed at the house, and the victim was located at St. Joseph Mercy Hospital. Numerous other witnesses and neighbors were interviewed. Of special note is that the landlord of this property, Mouhanad Dahabra, was previously the subject of padlock litigation at a different rental property in Ypsilanti Township under similar circumstances involving firearms violence. Administrative authorization was obtained to initiate padlock litigation, which is pending at this time.



CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement • Police Services

To: Heather Jarrell Roe, Clerk

From: Michael Radzik, OCS Director

Re: Request to authorize circuit court litigation to abate public nuisances located at 505 Holmes Rd and 1636 S. Pasadena St funded in the amount of $20,000 in account 101-950.000-801.023

Copy: McLain & Winters, Township Attorneys

Date: March 10, 2021

The Office of Community Standards (OCS) has investigated public nuisances at the following locations for which authorization to engage in circuit court is requested.

505 HOLMES RD

This single family house in the Golden Rule subdivision was reported to OCS by Washtenaw County Sheriff's deputies who responded there on a welfare check on February 25, 2021. After observing an overflowing mailbox and six weeks' worth of unopened packages on the porch, speaking with concerned neighbors and several unsuccessful attempts to summon an occupant, deputies forced entry into the home and eventually discovered homeowner Gail Pugh in an upstairs room. Conditions inside the house constituted a fire load safety violation due to hoarding, in addition to frozen water pipes and unsanitary surfaces and air quality. Immediate referrals to Community Mental Health and OCS were made. OCS responded the next day and inspected the home with its owner's consent. The home was subsequently condemned and placarded to prohibit occupancy. Social service agencies and the hoarder's task force also responded to assist OCS and the homeowner. Emergency authorization was granted to initiate litigation to keep the house vacated until nuisance abatement can be planned and executed. The case has been filed and is pending in court.





1636 S PASADENA ST

This single family house in the Watsonia Park subdivision has been the subject of 19 recurring code enforcement investigations since 2002. Verified violations include junk vehicle, boats, other off cast blight, tall grass, parking upon the grass area and abandoned vehicles. The owner of record, Scott Davis, has lived on the property the entire time. Mr. Davis has been issued numerous citations over the years, and approximately 5 years ago was held in the Washtenaw County Jail for outstanding fines totaling more than $5000. The most recent code enforcement case was opened last summer for vegetation, parking on the front lawn, blight and junk motor vehicles; the case was recently refreshed with a renewed Notice of Violation. Considering the lengthy history of code violations and Mr. Davis's willingness to continue violating the law, OCS staff wishes to elevate this public nuisance case to the circuit court to obtain a permanent injunction, for which authorization is now requested.





AUTHORIZATIONS AND BIDS

Supervisor
BRENDA L. STUMBO
Clerk
HEATHER JARREL ROE
Treasurer
STAN ELDRIDGE
Trustees
DEBBIE SWANSON
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ytown.org

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Mike Hoffmeister, Residential Services Director

Date: March 10, 2021

Subject: Request Authorization to seek sealed bids for the Loonfeather Point Park renovation project

The Residential Services Department is requesting authorization to seek sealed bids for the Loonfeather Point Park renovation project.

Ypsilanti Township was awarded a Michigan Department of Natural Resources Trust Fund grant in the amount of $296,500 to complete repairs at Loonfeather Point Park. These repairs include the updating and repainting of all structures including the shelters, restroom building and gate house; ADA improvements to the trail leading down to Ford Lake, security upgrades, a rain garden and site amenities.

Stantec has been working closely with Township staff to create a great plan set. The plan set is currently also being reviewed by mDNR per the grant requirements. The goal is to open bids on April 28, 2021 with construction taking place June 1 – October 1, 2021.

The received bids and a recommendation to award will come back to the Board of Trustees in early May.

Mike Hoffmeister
Residential Services Director
mhoffmeister@ytown.org
734-544-3515

Stantec

YPSILANTI CHARTER TOWNSHIP

LOONFEATHER POINT PARK IMPROVEMENTS

ytown.org
A community of opportunity

FINAL PLAN SET
MARCH, 2021
PROJECT NUMBER: 2075154400



PROJECT LOCATION MAPS
NOT TO SCALE

CIVIL DRAWING INDEX		
Sheet Description	Sheet Number	Sheet Title
G-001	01	COVER SHEET
G-002	02	GENERAL NOTES, LEGEND, ABBREVIATIONS AND SYMBOLS
C-001	03	OVERALL EXISTING CONDITIONS
C-002	04	OVERALL PROPOSED SITE PLAN
C-100	05	DEMOLITION AND SOIL EROSION CONTROL - NORTH
C-101	06	DEMOLITION AND SOIL EROSION CONTROL - SOUTH
C-300	07	TRAIL PLAN AND PROFILE
C-301	08	TRAIL PLAN AND PROFILE
C-400	09	DETAILED SITE PLAN - ADA CONNECTIONS
C-401	10	DETAILED SITE PLAN - RAIN GARDEN
C-500	11	PROJECT DETAILS I
C-501	12	PROJECT DETAILS II

ARCHITECTURAL DRAWING INDEX		
Sheet Description	Sheet Number	Sheet Title
A-01A	13	FLOOR PLAN - GATEHOUSE
A-01B	14	FLOOR PLAN - RESTROOMS
A-01C	15	FLOOR PLAN - PAVILION A
A-01D	16	FLOOR PLAN - PAVILION B
A-02A	17	ELEVATIONS - GATEHOUSE
A-02B	18	ELEVATIONS - RESTROOMS
A-02C	19	ELEVATIONS - PAVILION A
A-02D	20	ELEVATIONS - PAVILION B
A-02E	21	ELEVATIONS - PAVILION B
A-03	22	INTERIOR ELEVATIONS - RESTROOMS
A-04	23	DETAILS - PAVILION BRACING REPLACEMENT
P-01	24	SPEC AND FIXTURE SCHEDULE

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2021.03.02 9:44:11 AM

CONSTRUCTION NOTES

1. PRE-CONSTRUCTION MEETING.
   A PRE-CONSTRUCTION MEETING SHALL BE HELD PRIOR TO ANY WORK BEING PERFORMED ON THE PROJECT. THE MEETING TIME, PLACE, AND ATTENDEES SHALL BE ARRANGED BY THE PROJECT ENGINEER. WASHTENAW COUNTY WATER RESOURCES COMMISSION AND YPSILANTI CHARTER TOWNSHIP SHALL BE INVITED, AT A MINIMUM TO THE PRE-CONSTRUCTION MEETING.

2. SHOP DRAWINGS AND MATERIAL CERTIFICATES
   PRIOR TO THE START OF CONSTRUCTION THE CONTRACTOR SHALL FURNISH MATERIAL SOURCE LISTS AND CERTIFICATIONS TO THE PROJECT ENGINEER. VERIFYING THAT ALL MATERIALS USED ON THE PROJECT ARE IN ACCORDANCE WITH MICHIGAN DEPARTMENT OF TRANSPORTATION 2012 STANDARD SPECIFICATIONS FOR CONSTRUCTION. SHOP DRAWINGS AND/OR CATALOG CUTS SHALL BE REQUIRED FOR MAJOR MATERIALS.

3. MISS DIG UTILITY ALERT AND FIELD LOCATION OF UTILITIES
   THREE (3) WORKING DAYS PRIOR TO BEGINNING CONSTRUCTION, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT MISS DIG UTILITY PROTECTION SERVICE (811) TO VERIFY THE LOCATION OF ALL EXISTING UTILITIES. UNDERGROUND UTILITY LOCATIONS AS SHOWN ON THE PLANS WERE OBTAINED FROM UTILITY OWNERS AND WERE NOT FIELD LOCATED. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR THE PROTECTION OF ALL EXISTING UTILITIES DURING CONSTRUCTION. ALL UTILITIES DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED WITH LIKE MATERIAL IN ACCORDANCE WITH THE UTILITY OWNER'S REQUIREMENTS. THE CONTRACTOR SHALL VERIFY THE DEPTH AND HORIZONTAL LOCATION OF ALL EXISTING UTILITIES. THE EXACT LOCATION OF EXISTING UTILITIES SHALL BE DETERMINED BY HAND DIGGING.

4. UTILITY INFORMATION
   PUBLIC UTILITY INFORMATION IS DELINEATED IN ACCORDANCE WITH LOCATIONS PROVIDED BY UTILITY OWNERS. THE DESIGN ENGINEER IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION OR THE LOCATION AT WHICH THESE SERVICES EXIST. DIFFERING FIELD CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.

   THE LOCATION OF ALL PUBLIC UTILITIES SHOWN ON THE PLANS ARE TAKEN FROM THE BEST AVAILABLE DATA. THE OWNER WILL NOT BE RESPONSIBLE FOR ANY OMISSION OR VARIATIONS FROM THE LOCATIONS SHOWN.

   CONSTRUCTION OPERATIONS SHALL BE CONDUCTED IN A MANNER AS TO INSURE THAT THOSE UTILITIES NOT REQUIRING RELOCATION WILL NOT BE DISTURBED. REPAIRATIONS OF UTILITIES DAMAGED DURING CONSTRUCTION BY THE CONTRACTOR SHALL BE THE FULL RESPONSIBILITY OF THE CONTRACTOR IN ACCORDANCE WITH THE AFFECTED UTILITY OWNERS REQUIREMENTS.

   ALL PRIVATE UTILITY STRUCTURES WILL BE ADJUSTED TO GRADE BY THE OWNER OF THE FACILITY. THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH THREE (3) WORKING DAYS NOTICE PRIOR TO THE START OF SUCH WORK.

5. STORMWATER DRAINAGE DURING CONSTRUCTION
   THE CONTRACTOR SHALL MAINTAIN DITCH DRAINAGE DURING CONSTRUCTION AND SHALL NOT OBSTRUCT SUMP PUMP LEADS DISCHARGING TO THE DITCH. THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO PROTECT ALL STORM SEWER FACILITIES SUCH AS CATCH BASINS, CULVERTS AND HEADWALLS DURING CONSTRUCTION. CULVERTS AND CATCH BASINS CONTAMINATED DURING CONSTRUCTION SHALL BE CLEANED AND THE COSTS SHALL BE INCLUDED IN THE EROSION CONTROL AND PROJECT CLEAN UP PAY ITEMS.

6. EXISTING UTILITIES
   THE CONTRACTOR SHALL MAINTAIN ALL EXISTING SANITARY SEWER, WATER OR STORM SEWER SERVICE CONNECTIONS IN SERVICE THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL PROVIDE OR ARRANGE FOR TEMPORARY SUPPORT OF GAS MAIN AND UTILITY POLES WHERE NEEDED. ALL STORM SEWERS DAMAGED OR REMOVED OR RELOCATED BY THE CONTRACTOR SHALL BE REPLACE WITH THE SAME SIZE AND QUALITY PIPE BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE PROJECT. ALL UTILITIES UNDERMINED BY THE EXCAVATION SHALL HAVE COMPACTED CLASS II SAND BACKFILL PLACED UNDER THEM.

7. UTILITY COORDINATION
   COORDINATION OF RELOCATED UTILITIES WILL BE PERFORMED AND COMPLETED PRIOR TO INSTALLATION OF THE PATH. FOR UTILITIES THAT NEED TO BE RELOCATED DURING CONSTRUCTION, THE CONTRACTOR WILL COORDINATE WITH THE RESPECTIVE UTILITY OWNER TO COMPLETE THIS TASK. THE COST TO RELOCATE UTILITIES WILL BE PAID FOR BY OTHERS. NO ADDITIONAL COST FOR COORDINATION EFFORTS INCURRED BY THE CONTRACTOR WILL BE PROVIDED.

8. PROTECTION OF HAZARDOUS AREAS / OPEN EXCAVATIONS
   EXCAVATIONS AND HAZARDOUS AREAS SHALL BE PROTECTED BY BARRICADES OR SNOW FENCE.

   THE PLACEMENT OF PROTECTIVE FENCING MEETING MIOSHA STANDARDS IS REQUIRED AROUND ALL OPEN EXCAVATIONS. THIS WILL NOT BE PAID FOR SEPARATELY, BUT WILL BE CONSIDERED AS HAVING BEEN IN THE CONTRACT UNIT PRICE BID FOR MINOR TRAFFIC DEVICES.

9. DISPOSAL OF EXCESS EXCAVATED MATERIAL
   ALL EXCESS EXCAVATED MATERIALS SHALL BE DISPOSED OF BY THE CONTRACTOR AT A LOCATION PROVIDED BY THE CONTRACTOR. ADJACENT PROPERTY OWNERS SHALL BE GIVEN PREFERENCE FOR DISPOSAL SITES.

10. SALVAGED MATERIALS
    SALVAGEABLE MATERIALS SHALL BECOME THE PROPERTY OF THE OWNER, AND SHALL BE STORED AS DIRECTED BY THE ENGINEER.

    ALL SIGNS RELOCATED BY CONSTRUCTION SHALL BE REPLACED. SIGNS AND POSTS REMOVED SHALL BE STOCKPILED AT A LOCATION SPECIFIED BY THE ENGINEER.

11. SAW CUTS
    ALL SAW CUTS SHOWN ON THE PLANS OR AS SPECIFIED WILL NOT BE PAID FOR SEPARATELY, BUT WILL BE CONSIDERED AS HAVING BEEN INCLUDED IN PAVEMENT REMOVAL ITEMS.

12. TREE PROTECTION
    PRIOR TO GRADING/CLEARING, ALL TREES TO REMAIN SHALL BE PROTECTED USING FENCE, PROTECTIVE. THE FENCING SHALL BE PLACED AT THE DRIP LINE AROUND THE ENTIRE CIRCUMPERENCE.

13. TREE REMOVAL
    PRIOR TO ANY TREE REMOVAL, ENGINEER SHALL MARK TREE WITH APPROVED TAPE AND COORDINATE REMOVAL OF TREE WITH YPSILANTI TOWNSHIP 72 HOURS IN ADVANCE.

14. HERBICIDE APPLICATION
    WITHIN 48 HOURS OF TREE AND BRUSH REMOVAL, CONTRACTOR SHALL APPLY GLYSOPHATE (OR APPROVED EQUAL) VEGETATION SOLUTION AT MANUFACTURER'S RECOMMENDED APPLICATION RATE TO ALL EXPOSED ROOT MATERIAL. PAID FOR AS: _GRADING, MODIFIED.

15. GRADING LIMITS
    THE GRADING/CLEARING LIMIT LINES SHOWN ON THE PLANS ARE GENERAL LIMITS PROVIDED IN ADDITION TO THE PATH PROFILE TO GUIDE THE CONTRACTOR IN ESTIMATING DISTURBANCE AREAS, AS WELL AS EXCAVATION AND EMBANKMENT. AREAS TO BE GRADED MAY EXTEND PAST THESE LIMITS WHEN WITHIN THE PARK PROPERTY WITH THE PERMISSION OF THE ENGINEER THE CONTRACTOR SHALL ESTIMATE RESTORATION IMPACTS BASED ON THEIR ANALYSIS OF THE INFORMATION PROVIDED, AND NOT NECESSARILY THE GRADING LIMIT LINES SHOWN ON THE PLANS, AND SHALL BE RESPONSIBLE FOR PROVIDING ALL SITE RESTORATION FOR A SQUARE YARD AMOUNT AS PROVIDED IN SLOPE RESTORATION AND PROJECT CLEAN UP PAY ITEMS. DISTURBANCE LIMITS SHALL BE MINIMIZED TO PROTECT ALL NATURAL AREAS. ALL DISTURBED AREAS SHALL BE RESTORED AS NEW.

16. COVERS AND CASTINGS
    ALL FINAL ELEVATIONS OF MANHOLE CASTINGS, HYDRANTS, VALVES AND VALVE BOXES SHALL BE DETERMINED BY THE ENGINEER IN THE FIELD. CASTINGS DAMAGED BY THE CONTRACTOR SHALL BE REPLACED AT THE EXPENSE OF THE CONTRACTOR, WITH MATERIALS APPROVED BY THE ENGINEER.

17. RESTORATION OF GRAVEL SHOULDERS
    FOR GRAVEL SHOULDERS CONTAMINATED BY CONSTRUCTION THE CONTRACTOR SHALL RE-GRAVEL WITH 23A CRUSHED LIMESTONE TO MICHIGAN DEPARTMENT OF TRANSPORTATION 2012 STANDARD SPECIFICATIONS FOR CONSTRUCTION. FOR SHOULDERS REMOVED BY CONSTRUCTION THE MINIMUM REPLACEMENT SHALL BE 4' WIDE BY 4" DEEP, INCIDENTAL TO OTHER PAY ITEMS.

GENERAL NOTES

1. IF PROJECT DISTURBANCE AREA EXCEEDS 5 ACRES, CONTRACTOR MUST APPLY FOR NOTICE OF COVERAGE FROM EGLE.

2. PATHWAY TO MEET ALL BARRIER FREE UNIVERSAL ACCESS REQUIREMENTS.

3. THERE IS EXTENSIVE BRUSH ADJACENT TO THE PROPOSED PATH. BRUSH LIMITS ARE NOT SHOWN ON THE PLANS. CONTRACTOR TO FIELD VERIFY PRIOR TO SUBMITTING BID, AND INCLUDE COST OF ALL BRUSH CLEARING NECESSARY TO CONSTRUCT THE PATHWAY.

4. ALL PATH RAMPS ARE TO BE ADA COMPLIANT AND BE CONSTRUCTED WITH 6" THICK CONCRETE WITH THE INSTALLATION OF DETECTABLE WARNING SURFACES PER MDOT STANDARD DETAIL.

TRAFFIC NOTES

1. ACCESS TO PARK DRIVEWAY MUST BE MAINTAINED AT ALL TIMES. STAGING LOCATION TO BE APPROVED BY ENGINEER.

2. ALL TRAFFIC CONTROL DEVICES AND THEIR USAGE MUST CONFORM TO THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD), LATEST EDITION.

3. ALL EXISTING PAVEMENT MARKINGS THAT ARE REMOVED FOR TRAFFIC CONTROL OR OBLITERATED DURING CONSTRUCTION OPERATIONS MUST BE REPLACED WITH POLYUREA FOR THE LONGITUDINAL, LANE LINES.

4. ALL SIGNS MATERIALS AND SUPPORTS MUST MEET NCHRP-350 CRASH WORTHY REQUIREMENTS.

5. THERE MUST BE NO HAULING OF MATERIALS INCLUDING TRUCKS ENTERING AND EXITING IN OR OUT OF THE SITE (WORK ZONE) BETWEEN THE HOURS OF 6:00 A.M. TO 9:00 A.M. AND 2:00 P.M. TO 7:00 P.M., MONDAY THROUGH FRIDAY.

LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
835	EXIST. CONTOUR		EXIST. CURB AND GUTTER
835	PROP. CONTOUR		PROP. CURB AND GUTTER
× 854.6	EXIST. SPOT ELEVATION		CENTERLINE OF DITCH
× 854.6	PROP. SPOT ELEVATION		EDGE OF WATER
T/C	TOP OF CURB		EDGE OF WETLAND
T/P	TOP OF PAVEMENT		EXISTING FENCE
G	GUTTER		PROPOSED FENCE
12"ST	EXIST. STORM SEWER	T	TREE PROTECTION FENCE
12"ST	PROP. STORM SEWER		SILT FENCE
D S E	EXIST. MANHOLE		CLEARING LIMITS
D S	PROP. MANHOLE		EXIST. GUARDRAIL
	PROP. EDGE DRAIN		PROP. GUARDRAIL
	EXIST. CATCH BASIN/INLET	P	PROPERTY LINE
	PROP. CATCH BASIN/INLET	C	CENTERLINE
	END SECTION/HEAD WALL		EXIST. SIGN
	CULVERT		PROP. SIGN
	INLET FILTER		ENCLOSED TRASH AREA
●C.O.	PROP. CLEANOUT		DRAINAGE DIRECTION
8"S	EXIST. SANITARY SEWER		SIDEWALK RAMP
8"S	PROP. SANITARY SEWER		BARRIER FREE PARKING
8"W	EXIST. WATER MAIN	F.F.	FINISH FLOOR ELEV.
8"W	PROP. WATER MAIN	F.G.	FINISH GRADE ELEV.
	EXIST. HYDRANT	B.F.	BASEMENT FLOOR ELEV.
	PROP. HYDRANT	G.F.	GARAGE FLOOR ELEV.
P.I.V.	EXIST. POST INDICATOR VALVE		SECTION CORNER
	EXIST. GATE VALVE AND BOX/STOP BOX		CONTROL POINT
	PROP. CURB STOP BOX	○	FOUND IRON PIPE
W	EXIST. GATE VALVE AND WELL	○ S	SET IRON PIPE
	PROP. GATE VALVE AND WELL	◎	FOUND CONCRETE MONUMENT
	PROP. REDUCER	◎ S	SET CONCRETE MONUMENT
	PROP. END CAP	× F	FOUND PK NAIL
OHP	EXIST. OVERHEAD ELECTRIC	× S	SET PK NAIL
OHP	PROP. OVERHEAD ELECTRIC	✖ F	FOUND LEADED CHISEL HOLE
UGE	EXIST. UNDERGROUND ELECTRIC	✖ S	SET LEADED CHISEL HOLE
UGE	PROP. UNDERGROUND ELECTRIC	○ F-RR	FOUND REROD
	EXIST. LIGHT POLE		APPROX. LOCATION OF SOIL BORING
	PROP. LIGHT POLE		APPROX. LOCATION OF MONITORING WELL
○ U.P.	EXIST. UTILITY POLE		APPROX. LOCATION OF PENETRATION TEST
	GUY WIRE		EXIST. DECIDUOUS TREE
E	EXIST. ELECTRIC TRANSFORMER		EXIST. EVERGREEN TREE
E	PROP. ELECTRIC TRANSFORMER		EXIST. SHRUB
OHT	EXIST. OVERHEAD TELEPHONE		EXIST. TREE OR BRUSH LIMIT
OHT	PROP. OVERHEAD TELEPHONE		TREE TO BE REMOVED
UGT	EXIST. UNDERGROUND TELEPHONE		REMOVE AND REPLACE
UGT	PROP. UNDERGROUND TELEPHONE		
2"G	EXIST. GAS		BITUMINOUS PAVEMENT
2"G	PROP. GAS		
MB	EXIST. MAILBOX		GRAVEL PAVEMENT
G	EXIST. GAS RISER		
T	EXIST. TELEPHONE RISER		CONCRETE PAVEMENT
	COMPACTED SAND BACKFILL		BRICK PAVERS

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Notes

2	FINAL PLANS	CAM	MDP	2021.03.01
1	PRELIMINARY SET	CAM	MDP	2021.02.09
Issued		By	Appd	YYYY.MM.DD
File Name: 154400_G-002		JDA	CAM	MDP	2020.03.10
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Client/Project
YPSILANTI TOWNSHIP

LOONFEATHER POINT PARK DEVELOPMENT

Ypsilanti, Michigan

Title
GENERAL NOTES, LEGEND, ABBREVIATIONS AND SYMBOLS

Project No.
2075154400

Scale

Revision
0

Sheet
02 of 24

Drawing No.
G-002

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PLAN VIEW

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Notes

1. TOPOGRAPHY DATE: 01/29/2019
   RESOURCE: HTTPS://CONTOURS.SEMCOG.ORG/
2. EXISTING UTILITY DATA WITHIN PARK IS BASED ON DATA FROM 1990 AS-BUILT PARK PLANS. UTILITIES MUST BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO DIGGING.

2	FINAL PLANS	CAM	MDP	2021.03.01
1	PRELIMINARY SET	CAM	MDP	2021.02.09
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Client/Project
YPSILANTI TOWNSHIP

LOONFEATHER POINT PARK DEVELOPMENT
Ypsilanti, Michigan

Title

EXISTING CONDITIONS

Project No.
2075154400

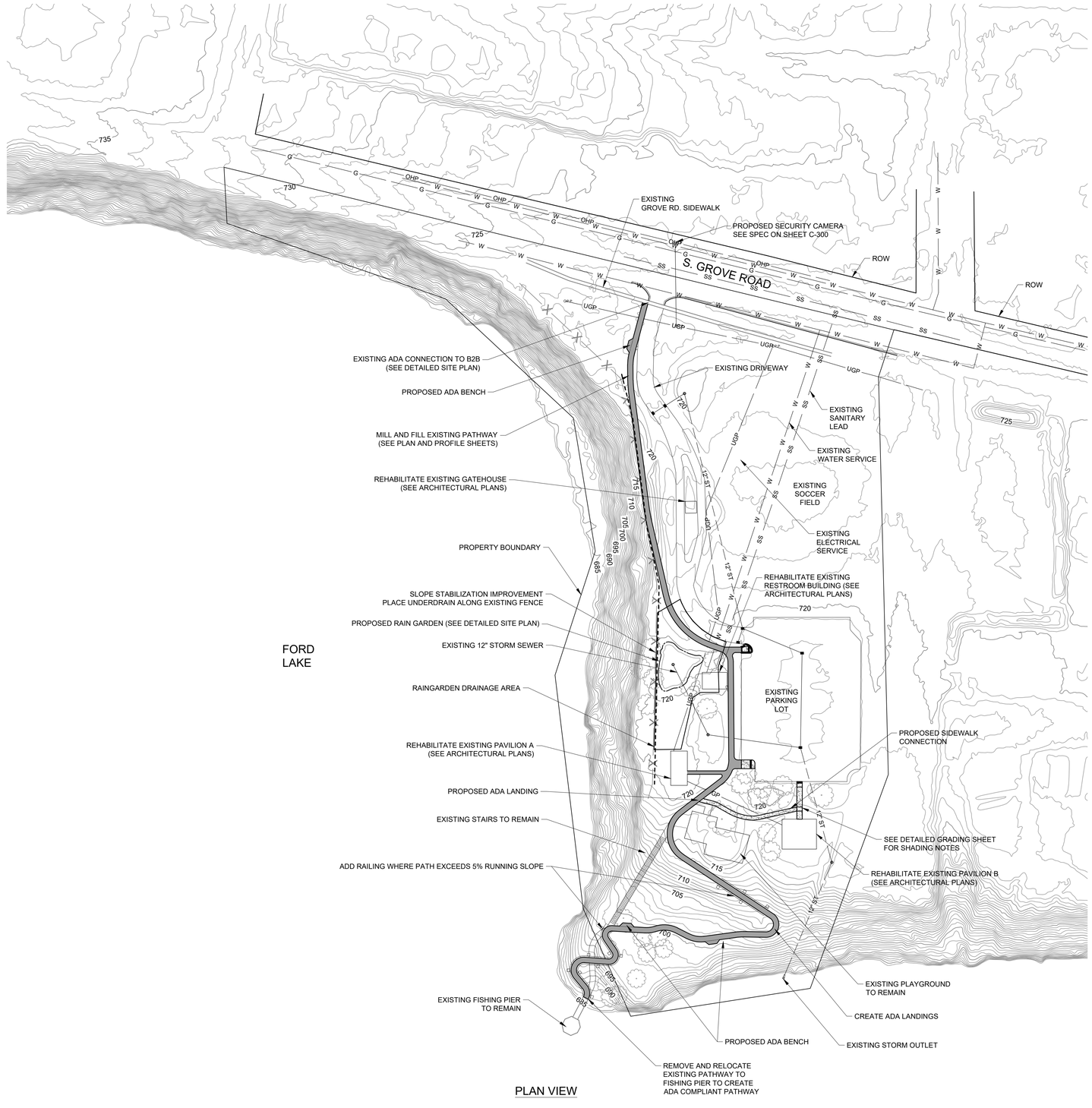
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03 of 24

Drawing No.
C-001

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   RESOURCE: HTTPS://CONTOURS.SEMCOG.ORG/

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Client/Project
YPSILANTI TOWNSHIP

LOONFEATHER POINT PARK DEVELOPMENT
Ypsilanti, Michigan

Title
OVERALL PROPOSED SITE PLAN

Project No.
2075154400

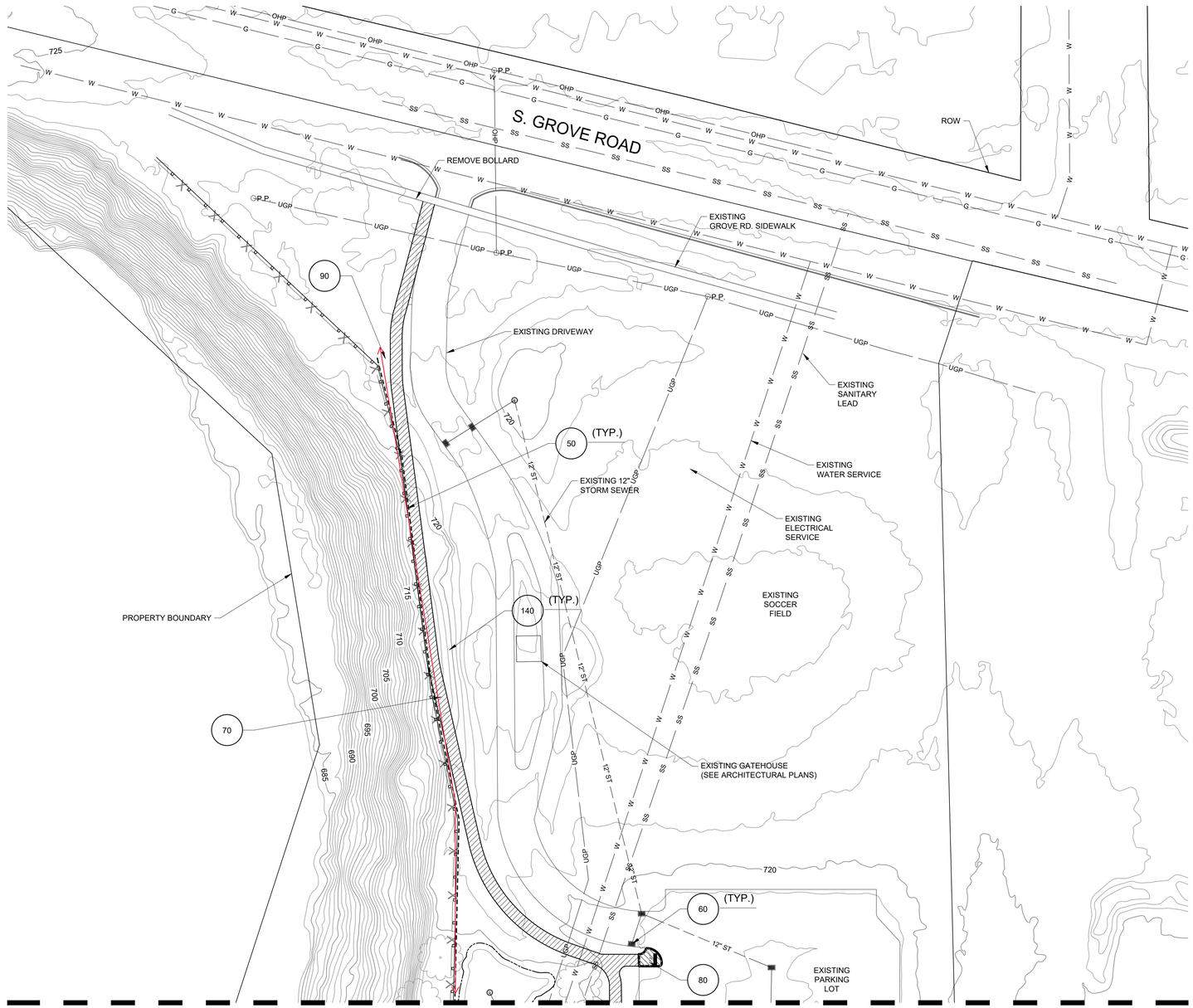
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Sheet
04 of 24

Drawing No.
C-002

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MATCH LINE - SHEET C-101

PLAN VIEW: NORTH SECTION

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Notes

50 SILT FENCE PLACED ALONG EXISTING FENCELINE, SEE DETAIL SHEET C-500

60 INLET FILTER, SEE DETAIL SHEET C-500

70 REMOVE HMA SURFACE TO EXISTING AGGREGATE BASE, SEE CROSS SECTION SHEET C-500

80 REMOVE CONCRETE RAMPS

90 REMOVE EXISTING BENCH

140 TREE PROTECTION, SEE DETAIL SHEET C-501

2	FINAL PLANS	CAM	MDP	2021.03.01
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Client/Project
YPSILANTI TOWNSHIP

LOONFEATHER POINT PARK DEVELOPMENT
Ypsilanti, Michigan

Title
DEMOLITION AND SOIL EROSION CONTROL PLAN

Project No.
2075154400

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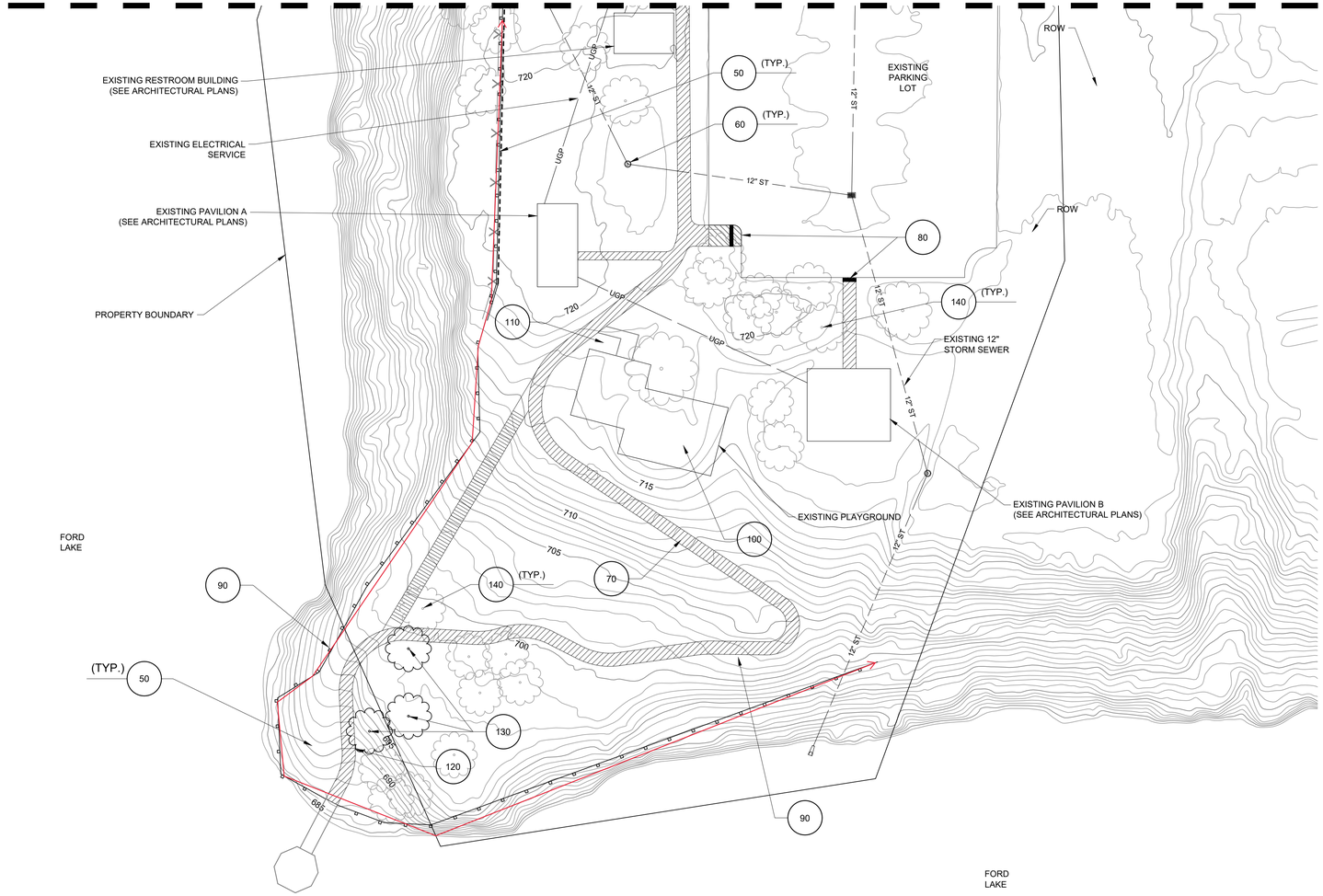
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05 of 24

Drawing No.
C-100

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MATCH LINE - SHEET C-101



PLAN VIEW: SOUTH SECTION

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Notes

50	SILT FENCE PLACED ALONG EXISTING FENCELINE, SEE DETAIL SHEET C-500
60	INLET FILTER, SEE DETAIL SHEET C-500
70	REMOVE HMA SURFACE TO EXISTING AGGREGATE BASE, SEE CROSS SECTION SHEET C-500
80	REMOVE CONCRETE RAMPS
90	REMOVE EXISTING BENCH
100	PROTECT EXISTING PLAYGROUND
110	PROTECT EXISTING CONCRETE
120	REMOVE PATH WHERE PATH IS TO BE RELOCATED
130	REMOVE 12" AND LARGER TREES
140	TREE PROTECTION DETAIL, SEE SHEET C-501

2	FINAL PLANS	CAM	MDP	2021.03.01
1	PRELIMINARY SET	CAM	MDP	2021.02.09
Issued		By	Appd	YYYY.MM.DD
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Client/Project
YPSILANTI TOWNSHIP

LOONFEATHER POINT PARK DEVELOPMENT
Ypsilanti, Michigan

Title
DEMOLITION AND SOIL EROSION CONTROL PLAN

Project No.
2075154400

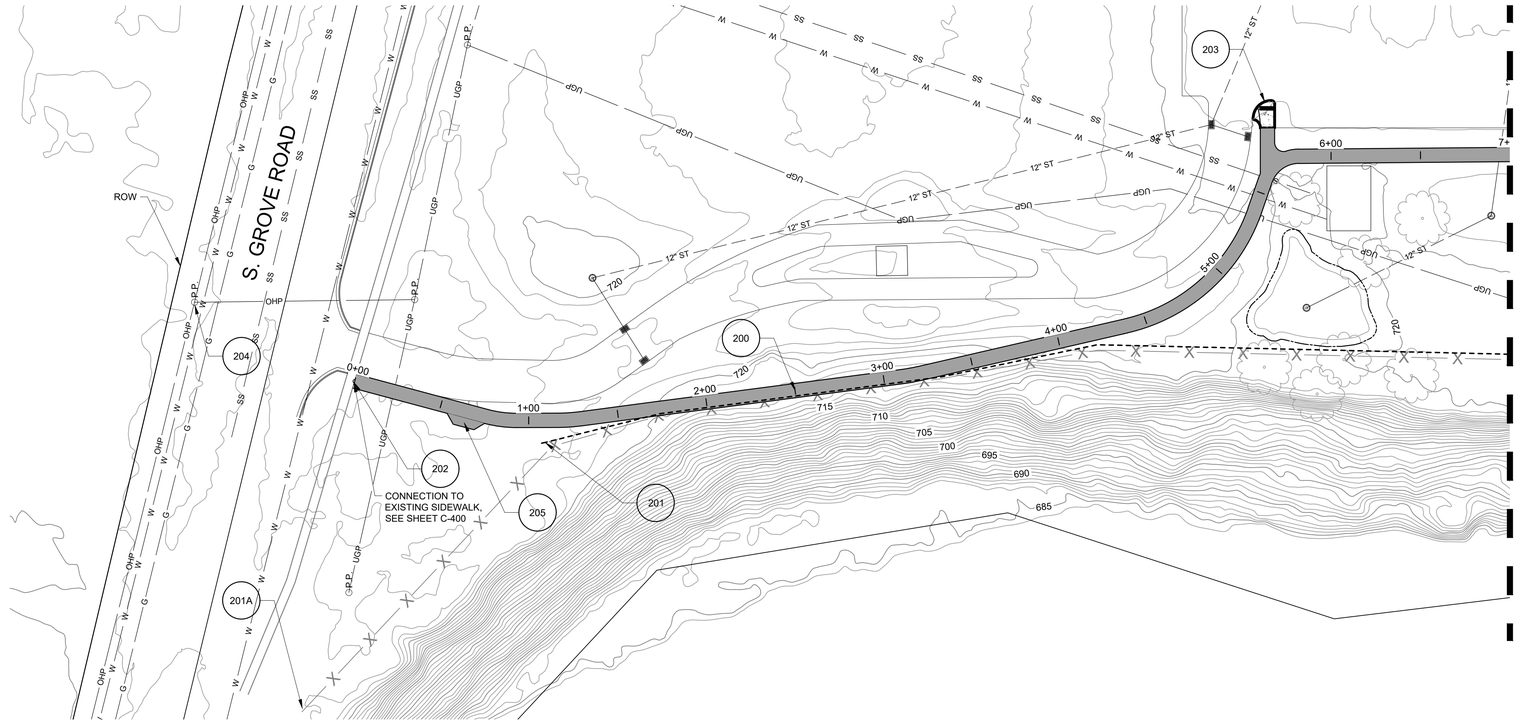
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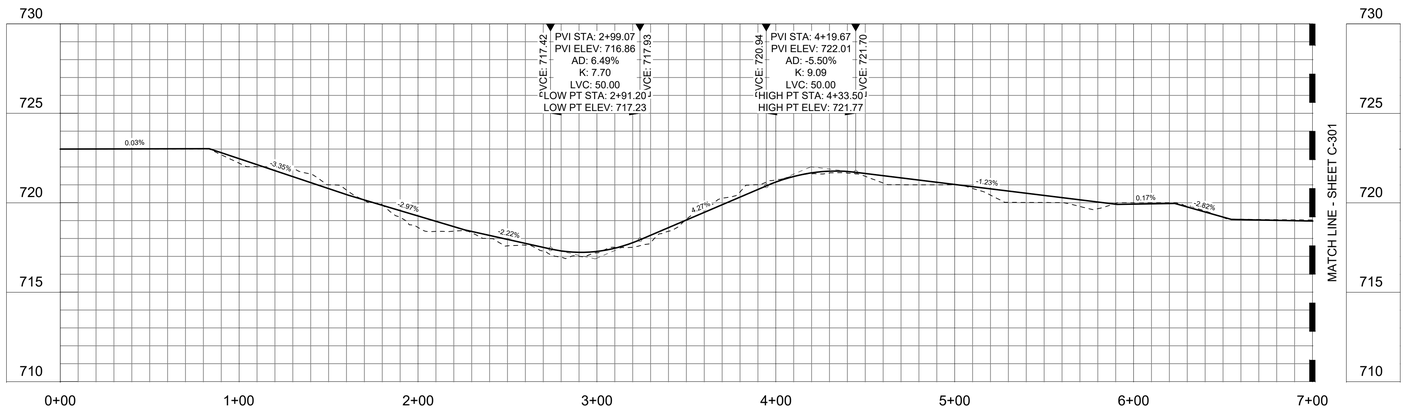
Sheet
06 of 24

Drawing No.
C-101

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PLAN VIEW: NORTH SECTION



PROFILE VIEW: NORTH SECTION
HORZ. SCALE: 1" = 40'
VERT. SCALE: 1" = 4'

KEY NOTES:

200	2-1/2" HMA ON COMPACTED EXISTING AGGREGATE BASE. SUPPLEMENT BASE AS NEEDED, SEE PATH CROSS SECTION SHEET C-500
201	SLOPE STABILIZATION: UNDERDRAIN ALONG EXISTING FENCELINE, SEE DETAIL SHEET C-501
201A	SLOPE STABILIZATION: UNDERDRAIN OUTLET
202	PROPOSED BOLLARD, SEE DETAIL SHEET C-500
203	PROPOSED ADA CURB RAMP, SEE DETAIL SHEET C-500
204	PROPOSED SECURITY CAMERA
205	PROPOSED ADA BENCH, SEE DETAIL SHEET C-500

PROPOSED SECURITY CAMERA SPECIFICATIONS:

1. Provide and install pole-mounted security camera with license:
   Outdoor Avigilon 15C-H4A-3MH-180 15 (3 X 5) Mega Pixel resolution, Wide Dynamic Range, 180 degree view.
   Avigilon ACC7 Enterprise License - ACCENT
   Programming and Configuration
   Avigilon Pendant Wall Arm mounting bracket - IRPTZ-MNT-Wall1
   Avigilon Pendant Mount Adapter - H4AMH-AD-Pend1
   Avigilon pole mount kit for multi-sensor - H4-MT-POLE1
   Avigilon clear dome bubble cover - H4AMH-DO-COVR1
   Avigilon IR illumination ring - H4AMH-AD-IRIL1
   Avigilon 60W PoE++ injector - POE-INJ-60W-NA
   Hoffman NEMA 4 Enclosure - A-181610CHSCFG
   Hoffman 18x16x10 steel backplate - A-18P16
   Hoffman Pole Mount Kit for NEMA - C-PMK16
   Hoffman NEMA heater kit - D-AH1001A
   Miscellaneous seal-tite, conduit and banding as required.Þlectrical outlet with breaker inside NEMA enclosure
   Coil cable above enclosure.
2. Final connections will be by utility. Coordinate through owner.

GENERAL NOTES:

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1	PRELIMINARY SET	CAM	MDP	2021.02.09
Issued		By	Appd	YYYY.MM.DD
File Name: 154400C-300		JDA	CAM	MDP	2020.03.10
		Dwn.	Dsgn.	Chkd.	YYYY.MM.DD

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Client/Project
YPSILANTI TOWNSHIP

LOONFEATHER POINT PARK DEVELOPMENT

Ypsilanti, Michigan

Title
TRAIL PLAN AND PROFILE
STA. 0+00 TO STA. 7+00

Project No.
2075154400

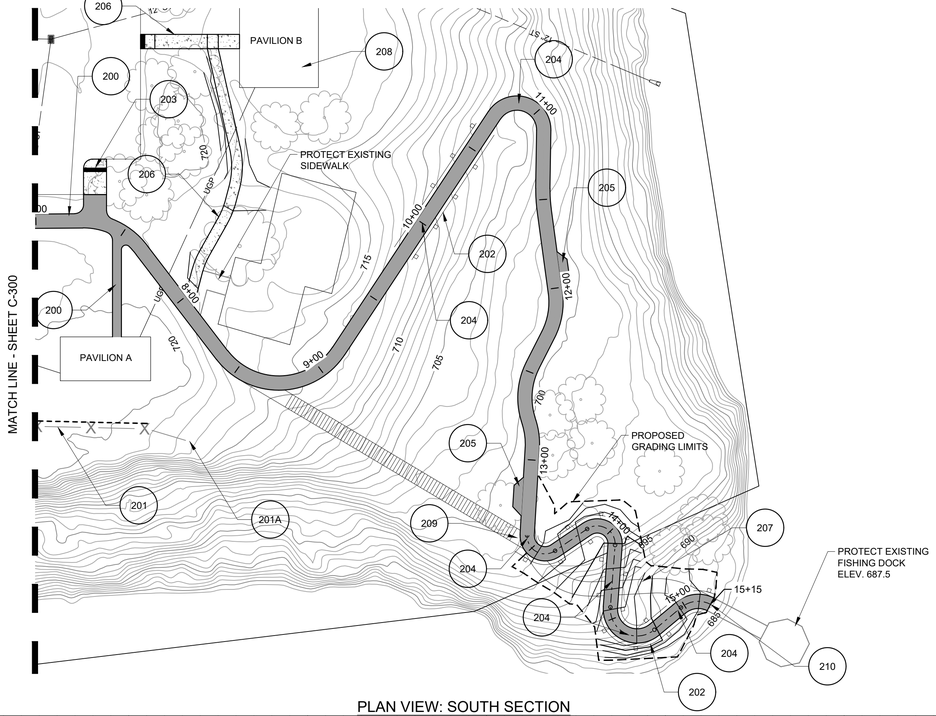
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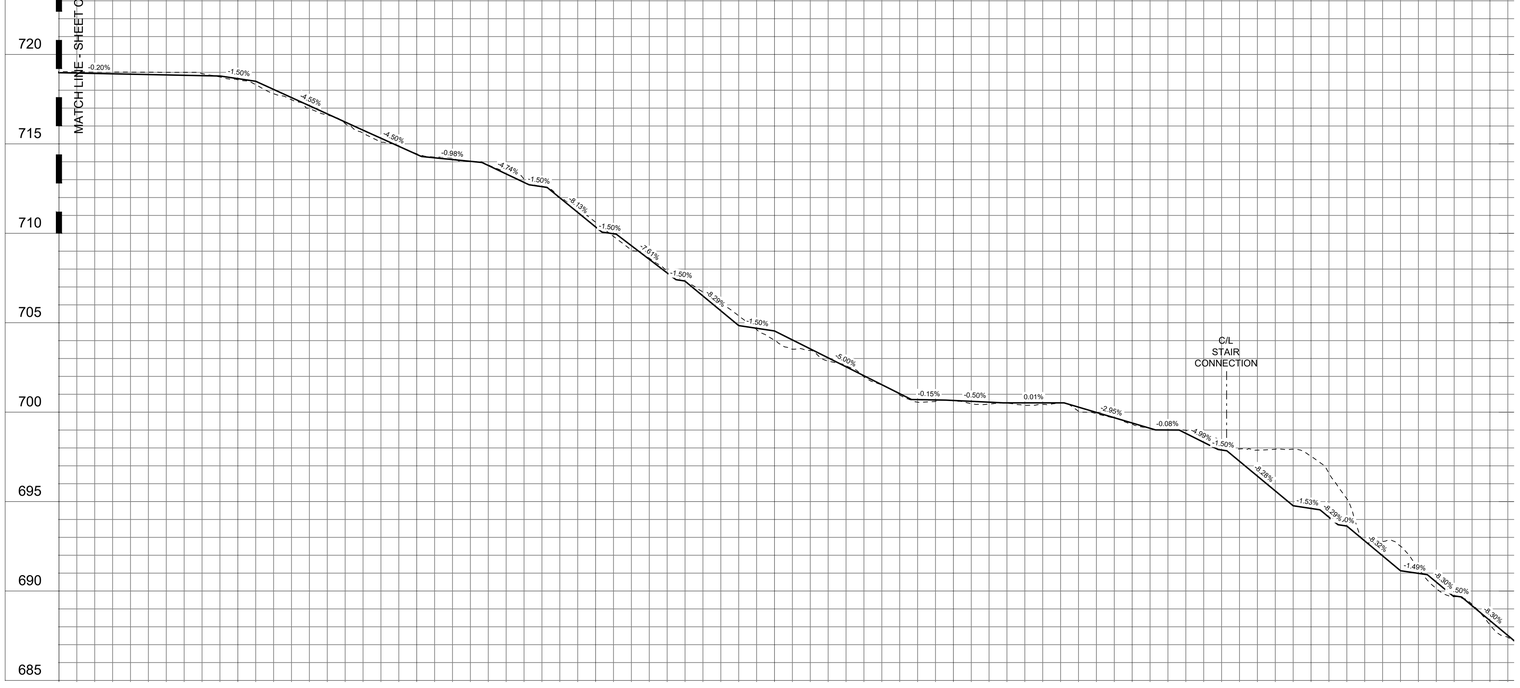
Sheet
07 of 24

Drawing No.
C-300

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PLAN VIEW: SOUTH SECTION



PROFILE VIEW: NORTH SECTION
HORZ. SCALE: 1" = 40'
VERT. SCALE: 1" = 4'

KEY NOTES:

- (200) 2-1/2" HMA ON COMPACTED EXISTING AGGREGATE BASE. SUPPLEMENT BASE AS NEEDED, SEE PATH CROSS SECTION SHEET C-500
- (200A) PROPOSED NEW PATH, 2-1/2" HMA ON 6" COMPACTED AGGREGATE BASE, REMOVE TOPSOIL, GRADE, AND COMPACT SUBGRADE TO 95% SEE CROSS SECTION SHEET C-500. ENGINEER TO CONFIRM CONTRACTOR LAYOUT AND GRADES OF NEW PATH PRIOR TO PAVING.
- (201) SLOPE STABILIZATION: UNDERDRAIN ALONG EXISTING FENCELINE
- (201A) SLOPE STABILIZATION: UNDERDRAIN OUTLET
- (202) PROPOSED RAILING AT SLOPES EXCEEDING 5%
- (203) PROPOSED ADA CURB RAMP
- (204) PROPOSED LEVEL LANDING
- (205) PROPOSED ADA BENCH, SEE DETAIL SHEET C-500
- (206) PROPOSED CONCRETE SIDEWALK, SEE DETAIL C-501
- (207) SLOPE RESTORATION
- (208) PROPOSED PICNIC TABLES, SEE DETAIL SHEET C-500
- (209) MATCH NEW PATHWAY TO EXISTING STAIR LANDING. CONTRACTOR TO CONFIRM EXISTING GRADE PRIOR TO RAMP LAYOUT.
- (210) MATCH NEW PATHWAY TO EXISTING DOCK ELEVATION. CONTRACTOR TO CONFIRM EXISTING GRADE PRIOR TO RAMP LAYOUT.

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Issued		By	Appd	YYYY.MM.DD
File Name: 154400C-301		JDA	CAM	MDP	2020.03.10
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Client/Project
YPSILANTI TOWNSHIP

LOONFEATHER POINT PARK DEVELOPMENT
Ypsilanti, Michigan

Title
TRAIL PLAN AND PROFILE
STA. 7+00 TO STA. 15+15

Project No.
2075154400

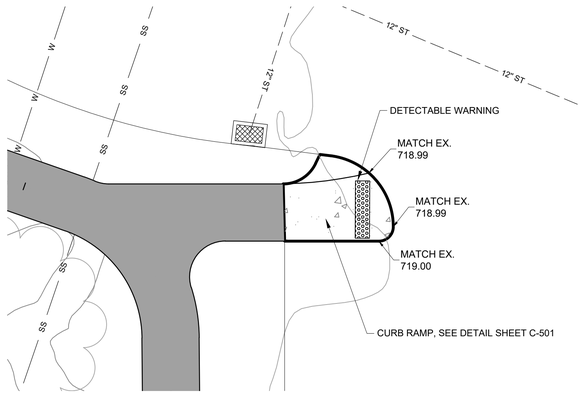
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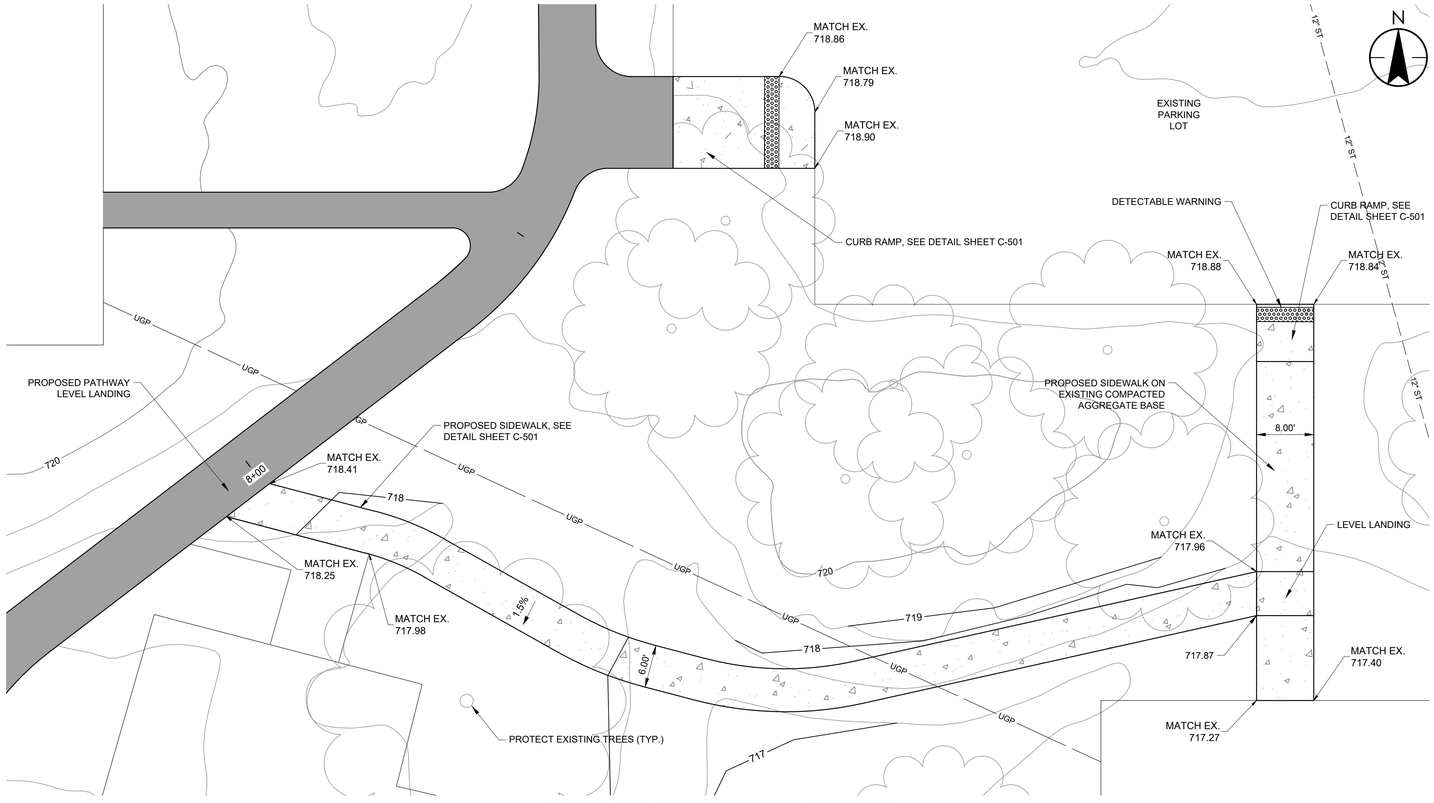
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Drawing No.
C-301

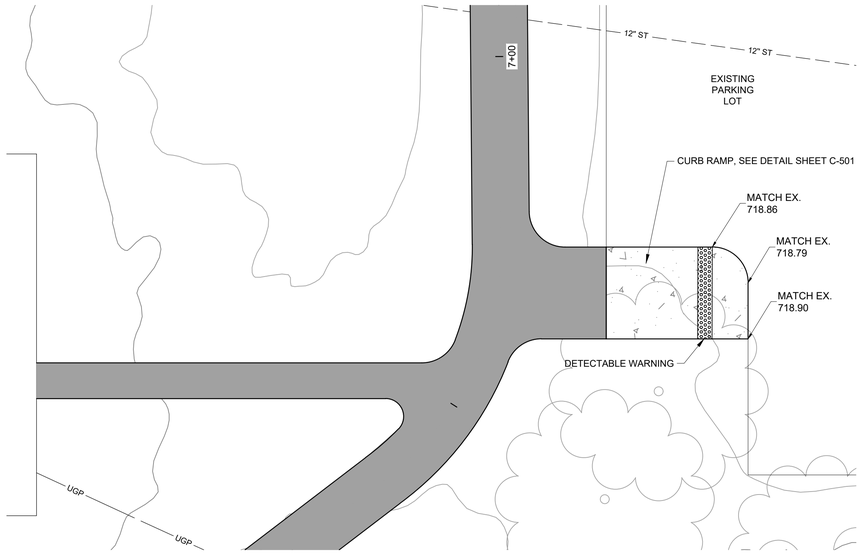
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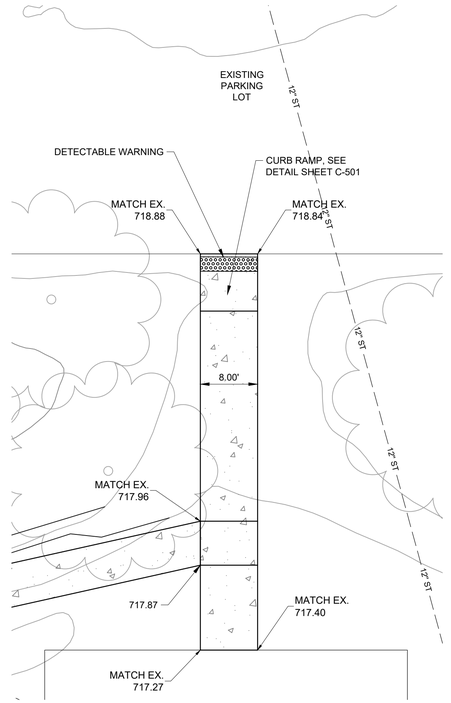
NORTH PARKING LOT ADA RAMP DETAIL
SCALE: 1" = 10'



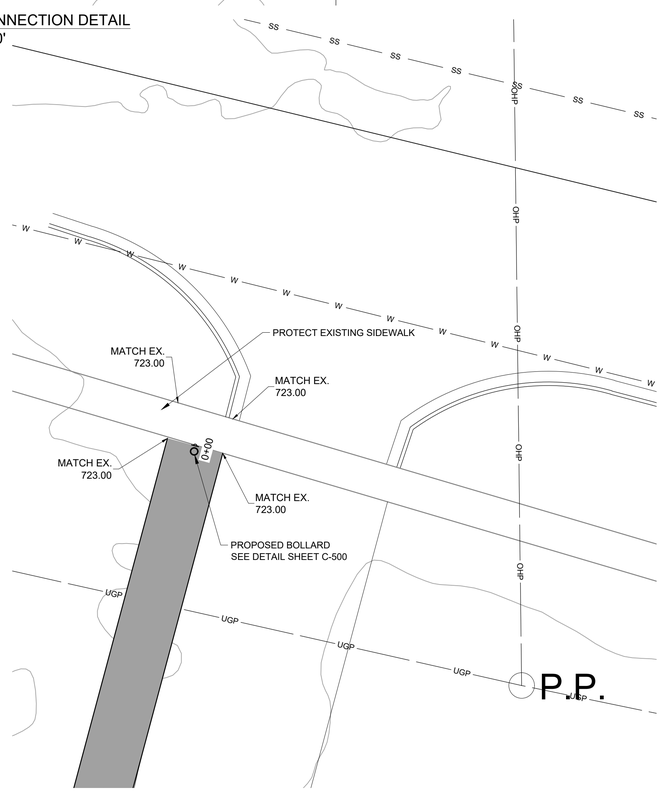
PAVILION A TO PAVILION B CONNECTION DETAIL
SCALE: 1" = 10'



PAVILION A TO EXISTING PARKING LOT CONNECTION DETAIL
SCALE: 1" = 10'



PAVILION B TO EXISTING PARKING LOT CONNECTION DETAIL
SCALE: 1" = 10'



PATHWAY TO EXISTING GROVE RD. SIDEWALK CONNECTION DETAIL
SCALE: 1" = 10'

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Client/Project
YPSILANTI TOWNSHIP

LOONFEATHER POINT PARK
DEVELOPMENT
Ypsilanti, Michigan

Title
DETAILED SITE PLAN
ADA CONNECTIONS

Project No.
2075154400

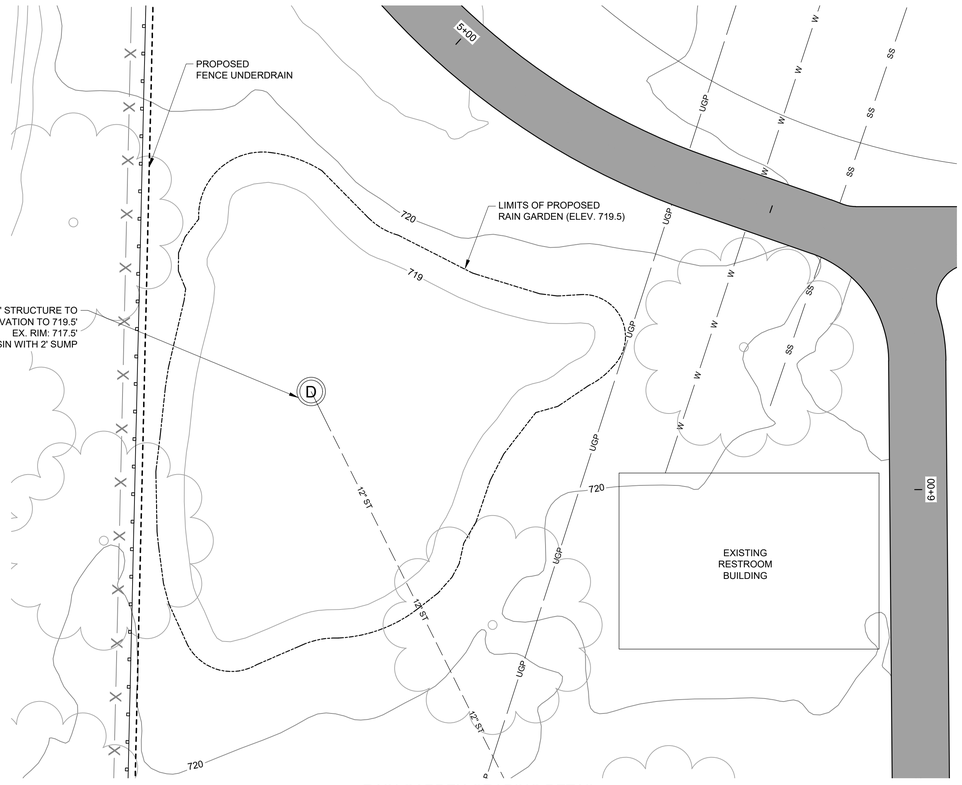
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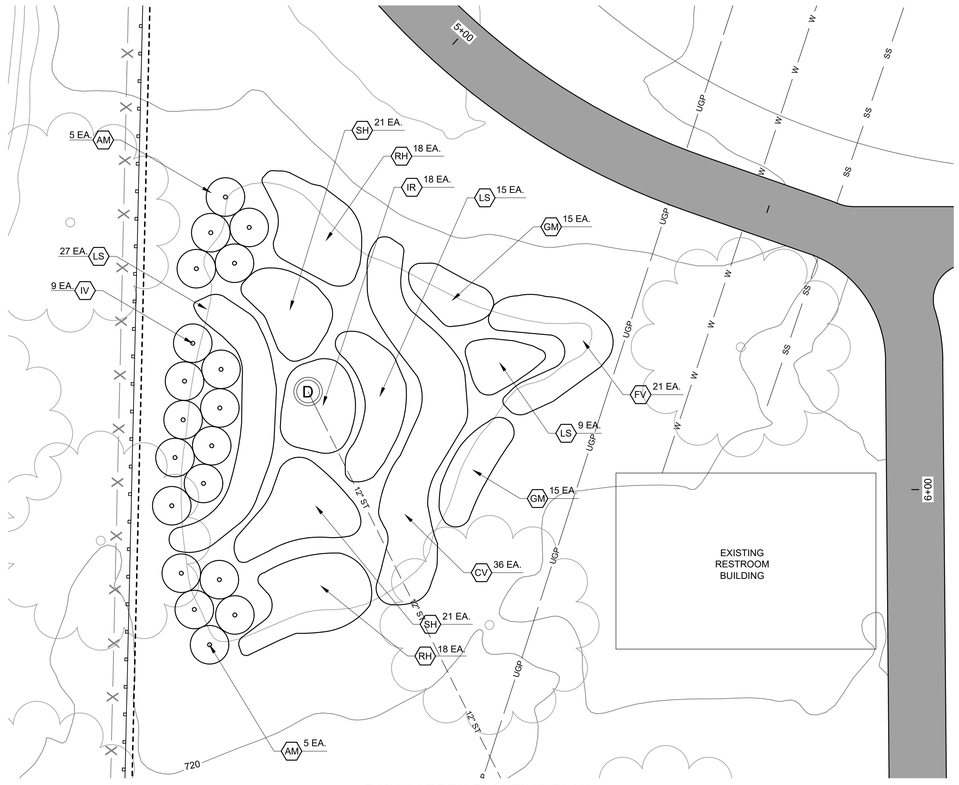
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Drawing No.
C-400

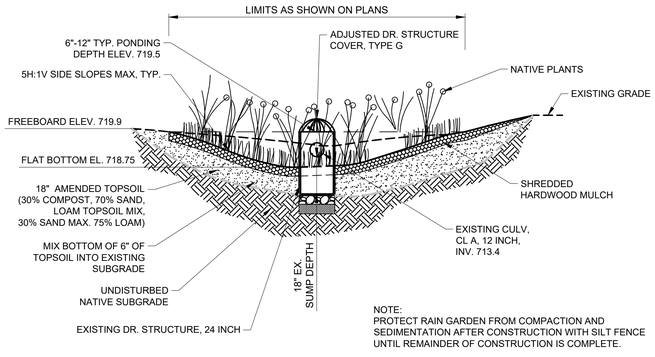
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RAIN GARDEN GRADING DETAIL
SCALE: 1" = 10'



RAIN GARDEN PLANTING PLAN
SCALE: 1" = 10'



NOTE:
PROTECT RAIN GARDEN FROM COMPACTION AND SEDIMENTATION AFTER CONSTRUCTION WITH SILT FENCE UNTIL REMAINDER OF CONSTRUCTION IS COMPLETE.

RAIN GARDEN WITH OVERFLOW
NO SCALE

LONG TERM MAINTENANCE PLAN			
	RAIN GARDEN	SCHEDULE	ANNUAL BUDGET
INSPECT FOR SEDIMENT ACCUMULATION	X	ANNUALLY	$300
REMOVE SEDIMENT MANUALLY	X	AS REQUIRED	$1,000
INSPECT FOR EROSION	X	ANNUALLY	$300
RE-ESTABLISH VEGETATION IN ERODED AREAS	X	AS REQUIRED	$500
CLEAR AREAS WITH OVER-GROWN VEGETATION	X	AS REQUIRED	$500

MAINTENANCE OF THE STORMWATER BMP'S WILL BE THE RESPONSIBILITY OF WCWRC

NOTE:
NO CHEMICALS ARE ALLOWED IN STORMWATER FEATURES OF BUFFER ZONES WITH THE FOLLOWING EXCEPTION: INVASIVE SPECIES MAY BE TREATED WITH CHEMICALS BY A CERTIFIED APPLICATOR. MOWING IS ONLY ALLOWED TWICE PER YEAR.

PLANT LIST					
KEY	QUANT.	SCIENTIFIC NAME	COMMON NAME	SPECIFICATION	SPACING
AM	10	RHUS AROMATICA "LOW GROW"	LOW GROW SUMAC	18" B&B OR 5 GAL. POT	5' O.C.
CV	36	CARVEX VULIPINOIDES	BROWN FOX SEDGE	4" POT	18" O.C.
FV	21	FRAGARIA VIRGINIANA	WILD STRAWBERRY	PLUG	12" O.C.
GM	30	GERANIUM MACULATUM	WILD GERANIUM	4" POT	18" O.C.
IR	18	IRIS VIRGINICA	BLUE FLAG IRIS	1 GAL. POT	24" O.C.
IV	9	COMUS SERICEA	RED-TWIG DOGWOOD	24" B&B OR 5 GAL. POT	5' O.C.
LS	51	LIATRIS SPICATA	BLAZING STAR	PLUG	18" O.C.
RH	36	RANUNCULUS HISPIDUS	SWAMP BUTTERCUP	PLUG	12" O.C.
SH	42	ANEMONE CANADENSIS	MEADOW ANEMONE	PLUG	15" O.C.
OVER-SEED RAIN GARDEN AREA WITH A COVER CROP OF ANNUAL RYE AND SEED OATS					
	2	LOLIUM MULTIFLORUM	ANNUAL RYE	POUNDS	
	8	AVENA SATIVA	SEED OATS	POUNDS	

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Notes

APPROVAL OF THE FOLLOWING IS REQUIRED BY STAFF AT THE OFFICE OF THE WATER RESOURCE COMMISSIONER (WRC). TO COORDINATE APPROVAL, EMAIL CATIE WYRYCHAK AT WYTYCGAJC@WASHTENAW.ORG OR CALL AND LEAVE A MESSAGE AT 734-353-1208.
-SUBGRADES WILL BE CONFIRMED BY ENGINEER PRIOR TO PLACEMENT OF SOIL MIX. A WRC STAFFMEMBER'S APPROVAL IS REQUIRED ON THE GRADE.
-FINISH GRADE WILL BE CONFIRMED BY ENGINEER PRIOR TO PLACEMENT OF MULCH. A WRC STAFFMEMEBR'S APPROVAL IS REQUIRED ON THE GRADE.
-AT THE TIME OF DELIVERY AND INSTALLATION, WRC STAFF MUST APPROVE THE SPECIES, QUANTITY AND PLANTING LOCATIONS OF ALL VEGETATION IN THE STORMWATER FEATURE.

2	FINAL PLANS	CAM	MDP	2021.03.01
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Issued		By	Appd	YYYY.MM.DD
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Client/Project
YPSILANTI TOWNSHIP

LOONFEATHER POINT PARK DEVELOPMENT
Ypsilanti, Michigan

Title
DETAILED SITE PLAN
RAIN GARDEN

Project No.
2075154400

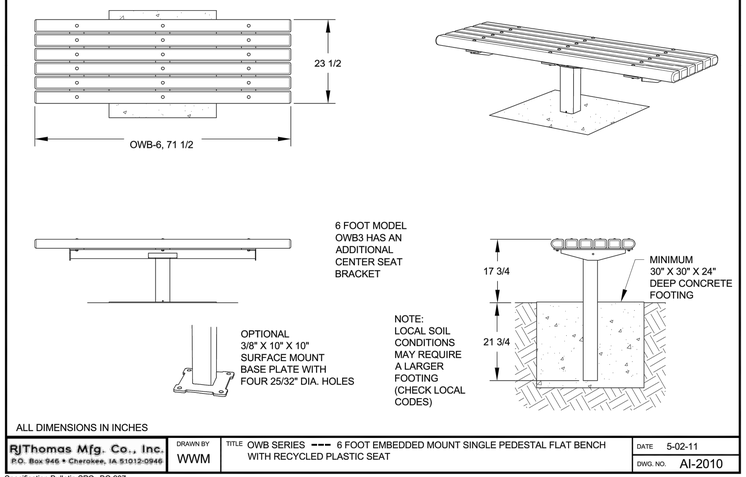
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Sheet 10 of 24

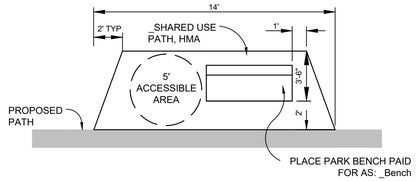
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C-401

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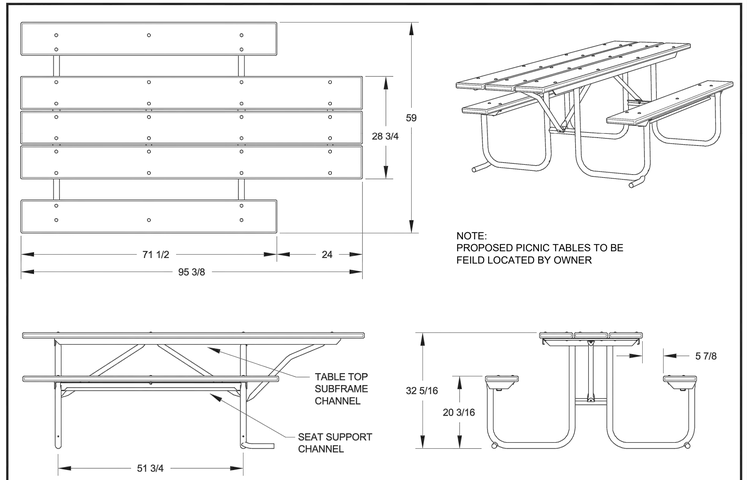
Specification Bulletin SPC- BC-207

6-FT BENCH DETAIL



PROPOSED SEATING AREA DETAIL

NO SCALE

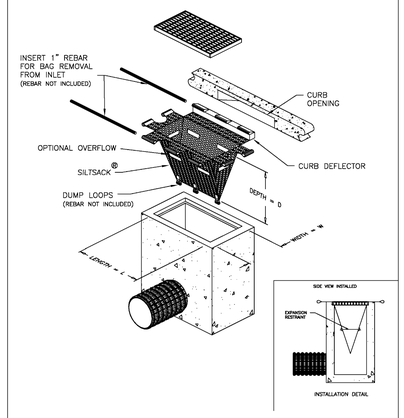


Specification Bulletin SPC- TB-125

PICNIC TABLE DETAIL

BOLLARD DETAIL

NO SCALE



INLET FILTER DETAIL

NO SCALE

SILTSACK®
SPECIFICATIONS

NOTE: THE SILTSACK ● WILL BE MANUFACTURED FROM A WOVEN POLYPROPYLENE FABRIC THAT MEETS OR EXCEEDS THE FOLLOWING SPECIFICATIONS.

REGULAR FLOW SILTSACK ●
©FOR AREAS OF LOW TO MODERATE PRECIPITATION AND RUN-OFF)

PROPERTIES	TEST METHOD	UNITS	
GRAB TENSILE STRENGTH	ASTM D-4632		300 LBS
GRAB TENSILE ELONGATION	ASTM D-4632		20 %
PUNCTURE	ASTM D-4833		120 LBS
MULLEN BURST	ASTM D-3786		600 PSI
TRAPEZOID TEAR	ASTM D-4533		120 LBS
UV RESISTANCE	ASTM D-4355		90 %
APPARENT OPENING SIZE	ASTM D-4751		#30 US SIEVE
FLOW RATE	ASTM D-4491		40 GAL/MIN/SQ FT
PERMITTIVITY	ASTM D-4491		0.55 SEC -1

HI-FLOW SILTSACK ●
©FOR AREAS OF MODERATE TO HEAVY PRECIPITATION AND RUN-OFF)

PROPERTIES	TEST METHOD	UNITS	
GRAB TENSILE STRENGTH	ASTM D-4632		265 LBS
GRAB TENSILE ELONGATION	ASTM D-4632		20 %
PUNCTURE	ASTM D-4833		125 LBS
MULLEN BURST	ASTM D-3786		420 PSI
TRAPEZOID TEAR	ASTM D-4533		45 LBS
UV RESISTANCE	ASTM D-4355		90 %
APPARENT OPENING SIZE	ASTM D-4751		#30 US SIEVE
FLOW RATE	ASTM D-4491		200 GAL/MIN/SQ FT
PERMITTIVITY	ASTM D-4491		1.5 SEC -1

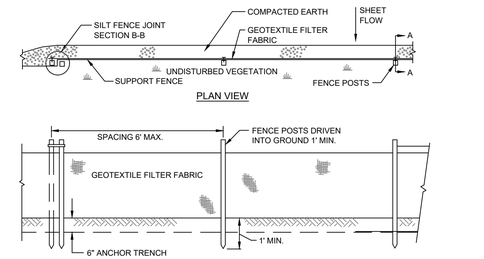
OIL-ABSORBANT SILTSACK ●
©FOR AREAS WHERE THERE IS A CONCERN FOR OIL RUN-OFF OR SPILLS)

DEPENDING ON YOUR PARTICULAR APPLICATION, THE SILTSACK ©● MAY BE MADE FROM EITHER ONE OF THE ABOVE FABRICS WITH AN OIL-ABSORBANT PILLOW INSERT OR, MADE COMPLETELY FROM AN OIL-ABSORBANT SILTSACK ●WITH A WOVEN PILLOW INSERT.

SILTSACK DISTRIBUTORS:
PRICE & COMPANY
(www.pricesandcompany.com)

METRO GRAND RAPIDS, MI
425 36TH STREET SW
WYOMING, MI 49548-2108
1-800-248-8230

METRO DETROIT, MI
29165 WALL STREET
WIXOM, MI 48393-3525
1-866-960-4300



SILT FENCE

NO SCALE

PROPOSED 8' WIDE BITUMINOUS SHARED USE PATH REHABILITATION CROSS SECTION

NO SCALE

PROPOSED NEW 8' WIDE BITUMINOUS SHARED USE PATH CROSS SECTION

NO SCALE

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Notes

No.	Issued	By	Appd	YYYY.MM.DD
2	FINAL PLANS	CAM	MDP	2021.03.01
1	PRELIMINARY SET	CAM	MDP	2021.02.09

File Name: 154400C-500 — Dwn. JDA — Dsgn. CAM — Chkd. MDP — 2020.03.10

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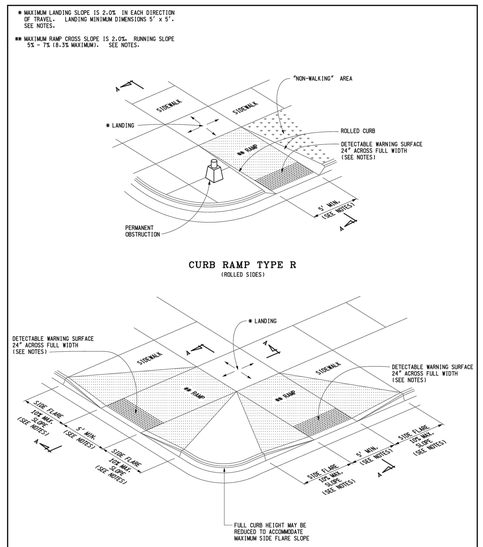
Client/Project
YPSILANTI TOWNSHIP

LOONFEATHER POINT PARK DEVELOPMENT
Ypsilanti, Michigan

Title
PROJECT DETAILS

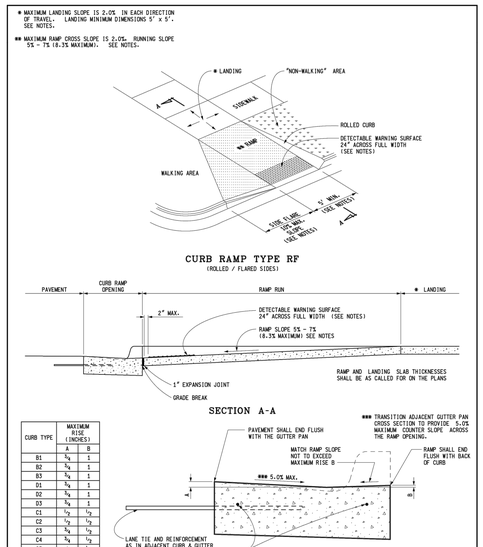
Project No. 2075154400
Scale
Revision 0
Sheet 11 of 24
Drawing No. **C-500**

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CURB RAMP TYPE R
(ROLLED SIDES)

CURB RAMP TYPE F
(FLARED SIDES, TWO RAMPS SHOWN)



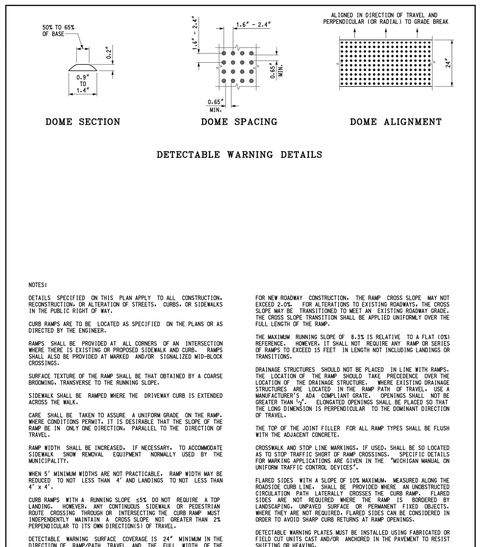
CURB RAMP TYPE RF
(ROLLED / FLARED SIDES)

CURB TYPE	MAXIMUM RISE (INCHES)	
	A	B
B1	6	1
B2	6	1
B3	6	1
D1	6	1
D2	6	1
D3	6	1
C1	6	1½
C2	6	1½
C3	6	1½
C4	6	1½
C5	1	1½
C6	1	1½
F1	6	1½
F2	6	1½
F3	6	1½
F4	6	1½
F5	1	1½
F6	1	1½

FOR CURB TYPES SEE STANDARD PLAN R-30-SERIES

SECTION A-A

SECTION THROUGH CURB RAMP OPENING
(TYPICAL ALL RAMP TYPES)



DOME SECTION | DOME SPACING | DOME ALIGNMENT

DETECTABLE WARNING DETAILS

NOTES:

DETAILS SPECIFIED ON THIS PLAN APPLY TO ALL CONSTRUCTION, RECONSTRUCTION, OR ALTERATION OF STREETS, CURBS, OR SIDEWALKS IN THE PUBLIC RIGHT OF WAY.

CURB RAMPS ARE TO BE LOCATED AS SPECIFIED ON THE PLANS OR AS DIRECTED BY THE ENGINEER.

RAMPS SHALL BE PROVIDED AT ALL CORNERS OF AN INTERSECTION WHERE THERE IS EXISTING OR PROPOSED SIDEWALK AND CURB. RAMPS SHALL ALSO BE PROVIDED AT MARKED AND/OR SIGNALIZED MID-BLOCK CROSSINGS.

SURFACE TEXTURE OF THE RAMP SHALL BE THAT OBTAINED BY A COARSE BROOMING, TRANSVERSE TO THE RUNNING SLOPE.

SIDEWALK SHALL BE RAMPED WHERE THE DRIVEWAY CURB IS EXTENDED ACROSS THE WALK.

CARE SHALL BE TAKEN TO ASSURE A UNIFORM GRADE ON THE RAMP, WHERE CONDITIONS PERMIT. IT IS DESIRABLE THAT THE SLOPE OF THE RAMP BE IN ONLY ONE DIRECTION, PARALLEL TO THE DIRECTION OF TRAVEL.

RAMP WIDTH SHALL BE INCREASED, IF NECESSARY, TO ACCOMMODATE SIDEWALK SNOW REMOVAL EQUIPMENT NORMALLY USED BY THE MUNICIPALITY.

WHEN 5' MINIMUM WIDTHS ARE NOT PRACTICABLE, RAMP WIDTH MAY BE REDUCED TO NOT LESS THAN 4' AND LANDINGS TO NOT LESS THAN 4' x 4'.

CURB RAMPS WITH A RUNNING SLOPE ≤5% DO NOT REQUIRE A TOP LANDING. HOWEVER, ANY CONTINUOUS SIDEWALK OR PEDESTRIAN ROUTE CROSSING THROUGH OR INTERSECTING THE CURB RAMP MUST INDEPENDENTLY MAINTAIN A CROSS SLOPE NOT GREATER THAN 2% PERPENDICULAR TO ITS OWN DIRECTION(S) OF TRAVEL.

DETECTABLE WARNING SURFACE COVERAGE IS 24" MINIMUM IN THE DIRECTION OF RAMP/PATH TRAVEL AND THE FULL WIDTH OF THE RAMP/PATH OPENING EXCLUDING CURBED OR FLARED CURB TRANSITION AREAS. A BORDER OFFSET NOT GREATER THAN 2" MEASURED ALONG THE EDGES OF THE DETECTABLE WARNING IS ALLOWABLE. FOR RADIAL CURB THE OFFSET IS MEASURED FROM THE ENDS OF THE RADIUS.

FOR NEW ROADWAY CONSTRUCTION, THE RAMP CROSS SLOPE MAY NOT EXCEED 2.0%. FOR ALTERATIONS TO EXISTING ROADWAYS, THE CROSS SLOPE MAY BE TRANSITIONED TO MEET AN EXISTING ROADWAY GRADE. THE CROSS SLOPE TRANSITION SHALL BE APPLIED UNIFORMLY OVER THE FULL LENGTH OF THE RAMP.

THE MAXIMUM RUNNING SLOPE OF 8.3% IS RELATIVE TO A FLAT (0%) REFERENCE. HOWEVER, IT SHALL NOT REQUIRE ANY RAMP OR SERIES OF RAMPS TO EXCEED 15 FEET IN LENGTH NOT INCLUDING LANDINGS OR TRANSITIONS.

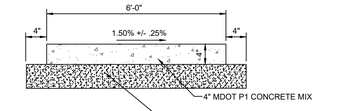
DRAINAGE STRUCTURES SHOULD NOT BE PLACED IN LINE WITH RAMPS. THE LOCATION OF THE RAMP SHOULD TAKE PRECEDENCE OVER THE LOCATION OF THE DRAINAGE STRUCTURE. WHERE EXISTING DRAINAGE STRUCTURES ARE LOCATED IN THE RAMP PATH OF TRAVEL, USE A MANUFACTURER'S ADA COMPLIANT GRATE. OPENINGS SHALL NOT BE GREATER THAN ½". ELONGATED OPENINGS SHALL BE PLACED SO THAT THE LONG DIMENSION IS PERPENDICULAR TO THE DOMINANT DIRECTION OF TRAVEL.

THE TOP OF THE JOINT FILLER FOR ALL RAMP TYPES SHALL BE FLUSH WITH THE ADJACENT CONCRETE.

CROSSWALK AND STOP LINE MARKINGS, IF USED, SHALL BE SO LOCATED AS TO STOP TRAFFIC SHORT OF RAMP CROSSINGS. SPECIFIC DETAILS FOR MARKING APPLICATIONS ARE GIVEN IN THE "MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".

FLARED SIDES WITH A SLOPE OF 10% MAXIMUM, MEASURED ALONG THE ROADSIDE CURB LINE, SHALL BE PROVIDED WHERE AN UNOBSTRUCTED CIRCULATION PATH LATERALLY CROSSES THE CURB RAMP. FLARED SIDES ARE NOT REQUIRED WHERE THE RAMP IS BORDERED BY LANDSCAPING, UNPAVED SURFACE, OR PERMANENT FIXED OBJECTS. WHERE THERE IS LIMITED SPACE, FLARED SIDES SHALL BE CONSIDERED IN ORDER TO AVOID RAMP CURB RETURNS AT RAMP OPENINGS.

DETECTABLE WARNING PLATES MUST BE INSTALLED USING FABRICATED OR FIELD CUT UNITS CAST AND/OR ANCHORED IN THE PAVEMENT TO RESIST SHIFTING OR HEAVING.



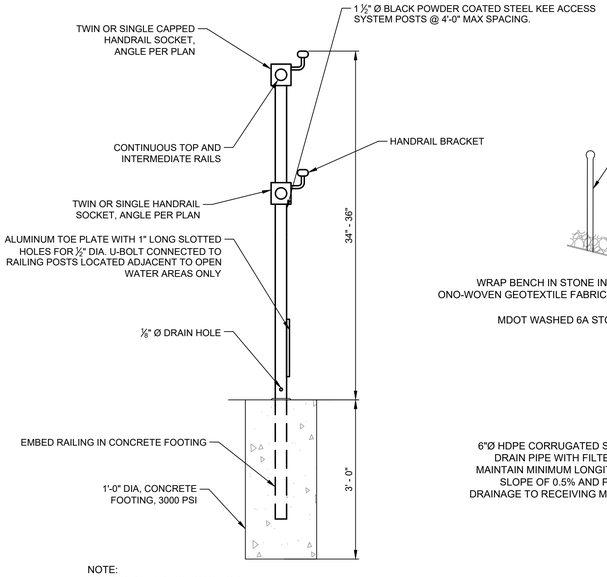
NOTES:

1. CONTRACTION JOINTS SHALL BE PLACED AT A DISTANCE APART EQUAL TO THE WIDTH OF THE SIDEWALK. EVERY TENTH JOINT SHALL BE A 1/2" EXPANSION JOINT.

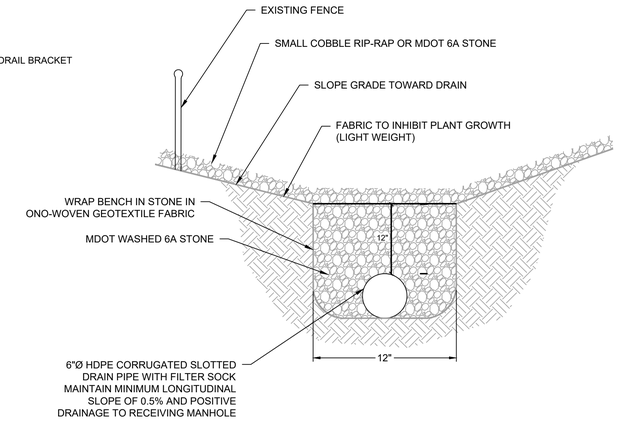
2. WHERE SIDEWALK CROSSES A DRIVEWAY WALK SHALL BE THICKENED TO 6" THICK CONCRETE SECTION.

3. SUBBASE SHALL BE INCLUDED WITH THE SIDEWALK PAY ITEM.

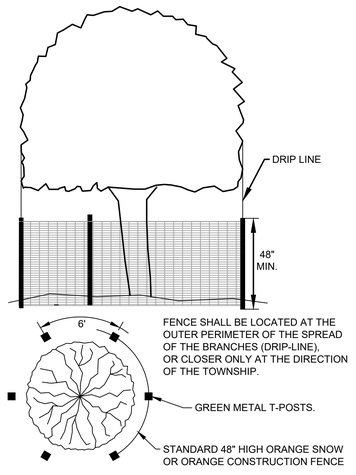
TYPICAL CONCRETE SIDEWALK SECTION
NO SCALE



TYPICAL RAMP ADA HANDRAIL DETAIL
NO SCALE



SLOPE STABILIZATION - FENCE UNDERDRAIN DETAIL
NOT TO SCALE

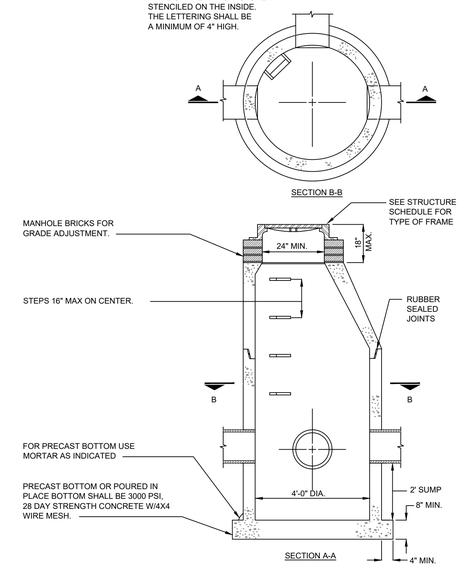


NOTES:
1. ALL TREES TO BE REMOVED WILL BE IDENTIFIED BY RED FLAGGING.
2. TREE PROTECTION FENCING IS TO BE ERECTED PRIOR TO ANY EARTHWORK OR CONSTRUCTION AND IS TO REMAIN IN PLACE UNTIL CONSTRUCTION AND GRADING IS COMPLETE.
3. ALL DEBRIS, FILL, EQUIPMENT OR MATERIAL IS TO BE KEPT CLEAR OF AREA WITHIN PROTECTIVE FENCE. NO CLEANING OF EQUIPMENT OR MATERIAL OR STORAGE OR DISPOSAL OF ANY MATERIAL WITHIN THE DRIP LINE OF ANY TREES TO BE SAVED.

TREE PROTECTION FENCE DETAIL
NOT TO SCALE

PRE-CAST CONCRETE MANHOLE

1. SECTIONS SHALL MEET ASTM C478.
2. ALL JOINTS MADE WATERTIGHT WITH RUBBER GASKET JOINTS.
3. CONE TO BE ECCENTRIC TYPE
4. ALL MANHOLE COMPONENT PARTS SHALL HAVE THE NAME OF THE MANUFACTURER STENCILED ON THE INSIDE. THE LETTERING SHALL BE A MINIMUM OF 4" HIGH.



4' DIAMETER CATCH BASIN
NO SCALE

Stantec

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Consultant

Notes

2	FINAL PLANS	CAM	MDP	2021.03.01
1	PRELIMINARY SET	CAM	MDP	2021.02.09
Issued		By	Appd	YYYY.MM.DD
File Name: 154400C-501		JDA	CAM	MDP	2020.03.10
		Dwn.	Dsgn.	Chkd.	YYYY.MM.DD

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NOTE:
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING MISS DIG PRIOR TO CONSTRUCTION.

Client/Project
YPSILANTI TOWNSHIP

LOONFEATHER POINT PARK DEVELOPMENT

Ypsilanti, Michigan

Title

PROJECT DETAILS II

Project No.
2075154400

Scale

Revision
0

Sheet
12 of 24

Drawing No.
C-501

DEPARTMENT DIRECTOR	Paul C. Ajegba		
PREPARED BY	DESIGN DIVISION		
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CHECKED BY:	K.L.C.	APPROVED BY:	DIRECTOR, BUREAU OF DEVELOPMENT

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR
CURB RAMP AND DETECTABLE WARNING DETAILS

F.H.W.A. APPROVAL	5-8-2020 PLAN DATE	R-28-J	SHEET 1 OF 7

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR
CURB RAMP AND DETECTABLE WARNING DETAILS

F.H.W.A. APPROVAL	5-8-2020 PLAN DATE	R-28-J	SHEET 2 OF 7

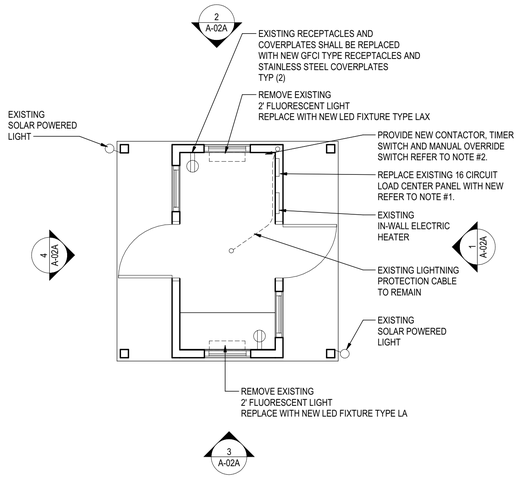
MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR
CURB RAMP AND DETECTABLE WARNING DETAILS

F.H.W.A. APPROVAL	5-8-2020 PLAN DATE	R-28-J	SHEET 7 OF 7

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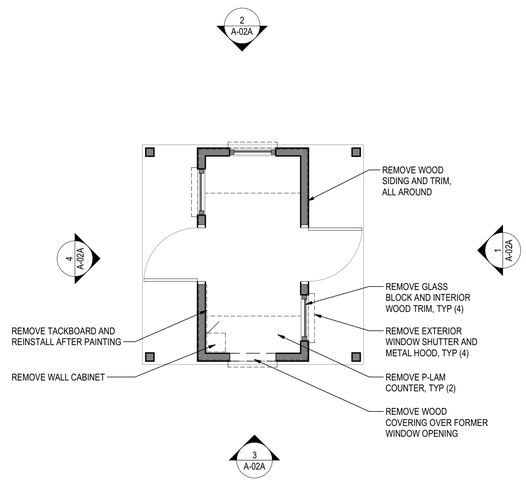
ELECTRICAL FIXTURE SCHEDULE

TYPE	DESCRIPTION	LUMEN	DISTRIBUTION	COLOR TEMP	VOLTAGE	WATTAGE	MODEL	MANUFACTURER	COMMENTS
LA	1X2 LED WALL SURFACE MOUNTED WRAP FIXTURE	2500		3500K	120	30	RHL7 SERIES	KENALL	
LAX	SAME AS LA, EXCEPT PROVIDED WITH 1100LM EM BATTERY PACK				120				
LB	1X4 LED WALL SURFACE MOUNTED WRAP FIXTURE	4600		3500K	120	50	MLRS12 SERIES	KENALL	
LBX	SAME AS LA, EXCEPT PROVIDED WITH 1100LM EM BATTERY PACK				120				
LC	LED WALL PACK WITH LOW PROFILE HOUSING	1372		4000K	120	16	H99 SERIES	KENALL	PROVIDE WITH LOW PROFILE HOUSING AND SURFACE ADAPTOR FOR SIDE CONDUIT INSTALLATION.
LD	LED WALL PACK WITH LOW PROFILE HOUSING	2800	TYPE 3	4000K	120	24	FN9 SERIES	KENALL	PROVIDE WITH LOW PROFILE HOUSING AND SURFACE ADAPTOR FOR SIDE CONDUIT INSTALLATION.



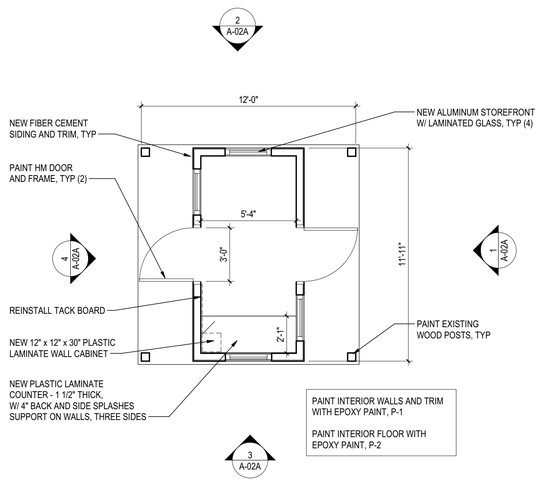
2 A-01A GATEHOUSE ELECTRICAL PLAN

1/4" = 1'-0"



3 A-01A GATEHOUSE DEMO PLAN

1/4" = 1'-0"



1 A-01A GATEHOUSE FLOOR PLAN

1/4" = 1'-0"

ELECTRICAL NOTES

NOTES:
1. EXISTING PANEL SHALL BE REPLACED WITH NEW. COORDINATE WITH ARCHITECTURAL TRADES TO REMOVE EXISTING PANEL AND INSTALL NEW RECESSED PANEL IN PLACE, INCLUDING ALL FEEDER AND BRANCH CIRCUIT RECONNECTIONS. WALL MODIFICATIONS, REPAIRS, PATCHING AND PAINTING SHALL BE INCLUDED IN THE BID. CONTRACTOR SHALL METER EXISTING PANEL PER 220.87, AND REPORT FINDINGS TO ENGINNER. EXISTING PANEL RATINGS SHALL BE INVESTIGATED BY ELECTRICAL CONTRACTOR AND REPORTED TO ENGINEER. NEW PANEL SHALL BE 240/120V 1-PHASE, 18 SPACE PANEL WITH BOLT-ON TYPE CIRCUIT BREAKERS. NEW PANEL SHALL BE FULLY RATED AND SHALL MATCH THE EXISTING PANEL AIC RATING. PROVIDE COPPER BUSSING. PANEL MANUFACTURER BASIS OF DESIGN IS EATON. EXISTING PANEL SHALL BE FIELD VERIFIED TO DETERMINE EXACT BREAKER QUANTITIES AND RATINGS. THE BELOW IS FOR BIDDING PURPOSES ONLY.
   A. (9) 20A 1-POLE BREAKERS
   B. (1) 20A 2-POLE BREAKER
   C. (3) 15A 1-POLE BREAKERS
   D. (2) SPACES

2. NEW CONTACTOR WITH MANUAL OVERRIDE SWITCH TO BE PROVIDED TO INTERCEPT 4 CIRCUIT(S) SERVING THE PAVILIONS. THIS CONTACTOR SHALL BE CONTROLLED VIA TIMER SWITCH AND A MANUAL OVERRIDE FUNCTION.
   SEQUENCE OF OPERATIONS:
   A. DURING DAY TIME, THE CONTACTOR WILL BE OPEN.
   B. AT DUSK, THE TIMER SWITCH WILL SIGNAL THE CONTACTOR TO CLOSE THE CIRCUITS TO THE PAVILIONS.
   C. AFTER A SET TIME (4 HOURS) THE CONTACTOR WILL OPEN THE CIRCUITS, DISCONNECTING POWER TO THE PAVILIONS.
   D. AT ANY POINT, A MANUAL OVERRIDE SWITCH CAN BE USED TO CHANGE THE STATE OF CONTACTOR / PAVILION POWER.

MATERIAL NOTES

CONCRETE: 3,000 PSI, AIR ENTRAINED. PROVIDE BROOM FINISH ON EXTERIOR SLABS, SMOOTH TROWEL FINISH TO MATCH ADJACENT ON INTERIOR SLABS. SUBMIT MIX DATA.

CONCRETE MASONRY: 6" THICK, WITH BULLNOSE OUTSIDE CORNERS. MORTAR TYPE S.

STEEL TUBE: 50KSI MINIMUM YIELD STRENGTH HSS, GALVANIZED. SUBMIT SHOP DRAWING.

STEEL PLATE: 36KSI MINIMUM YIELD STRENGTH, GALVANIZED. EXPOSED EDGE PROFILE TO BE GROUND TO 1/8" RADIUS. SUBMIT SHOP DRAWING.

DIMENSION LUMBER: SPRUCE PINE-FIR OR HEM-FIR, NO. 1 OR BETTER, PRESSURE TREATED AT PICNIC PAVILIONS OR IN CONTACT WITH CONCRETE.

EXTERIOR WALL SHEATHING: APA RATED ½" THICK EXTERIOR GRADE PLYWOOD SHEATHING.

INTERIOR WALL SHEATHING: APA PS-1, ½" THICK MEDIUM DENSITY OVERLAY PLYWOOD.

WOOD REPAIR: USE WOOD CONSOLIDANT TO HARDEN SOFT WOOD, EPOXY WOOD REPLACEMENT COMPOUND TO FILL HOLES AND SURFACE GOUGES. ABATRON LIQUIDWOOD AND ABATRON WOODEPOX OR SIMILAR. SUBMIT PRODUCT DATA

FIBER CEMENT SIDING AND TRIM: COMPLY WITH ASTM C1186 STANDARD SPECIFICATION FOR FLAT FIBER-CEMENT SHEETS, TYPE A GRADE II. ASTM E136 NON-COMBUSTIBLE. PRODUCT ENGINEERED FOR MICHIGAN CLIMATE ZONE. SIMULATED WOODGRAIN TEXTURE, FACTORY APPLIED PRIME PAINT FOR FIELD APPLIED PAINT. LAP SIDING BASED ON JAMES HARDIE "HARDIE PLANK HZ5 SELECT CEDARMILL", 5 ¼" WITH 4" EXPOSURE. TRIM BOARDS BASED ON JAMES HARDIE "HARDIE TRIM HZ5 BOARDS", SIMULATED WOODGRAIN TEXTURE, ¾" THICK. INSTALL PER MANUFACTURER'S PRINTED INSTRUCTIONS FOR WOOD FRAME CONSTRUCTION, USING MANUFACTURER'S BACK FASTENED CONCEALED ATTACHMENT TABS AND CORROSION RESISTANT CONCEALED FASTENERS TO THE EXTENT POSSIBLE. COUNTERSINK AND FILL ANY EXPOSED FASTENERS PRIOR TO PAINTING. SEAL BETWEEN ENDS OF SIDING AND TRIM BOARDS AS RECOMMENDED BY MANUFACTURER WITH SINGLE COMPONENT PAINTABLE POLYURETHANE SEALANT. CONFIRM COMPATIBILITY WITH FIBER CEMENT PRODUCT. SUBMIT PRODUCT DATA.

SHEET AIR BARRIER: NON-WOVEN, NON-PERFORATED HOUSEWRAP. BASED ON JAMES HARDIE "HARDIE WRAP", WITH ASSOCIATED JOINT FLASHINGS, SEAM TAPES AND FASTENTERS. SUBMIT PRODUCT DATA.

ASPHALT SHINGLE ROOFING: LAMINATED-STRIP ASPHALT SHINGLES – ASTM D 3161 AND ASTM D 3462, MULTI-PLY OVERLAY CONSTRUCTION, GLASS FIBER REINFORCED, MINERAL-GRANULE SURFACED AND SELF-SEALING - TAMKO HERITAGE WOODGATE. MATCH STYLE AND COLOR OF EXISTING RESTROOM BUILDING. ROOFING UNDERLAYMENT-NON-PERFORATED ASPHALT-SATURATED ORGANIC FELTS, ASTM D 226 OR ASTM D 4869, TYPE I. INSTALL PER MANUFACTURER'S PRINTED INSTRUCTIONS - 30 YEAR NON-PRORATED WARRANTY, 15 YEAR ALGAE-RESISTANT WARRANTY. WIND WARRANTY UP TO 130 MPH. SUBMIT PRODUCT DATA, MATERIAL SAMPLES.

GATEHOUSE WINDOWS: ALUMINUM STOREFRONT FRAMING, 2" X 4 ½" RECTANGULAR TUBE, CENTER INTERIOR GLAZED, DARK BRONZE ANODIZED – BASED ON KAWNEER TRIFAB VERSAGLAZE 451. GLASS – CLEAR LAMINATED SAFETY GLASS COMPLYING WITH ASTM E1996 LARGE MISSILE IMPACT. COMPOSED OF ¼" THICK CLEAR OUTER LAYER, 0.60" CLEAR PVB INTERLAYER AND ¼" THICK CLEAR INNER LAYER. SUBMIT PRODUCT DATA INDICATING IMPACT RESISTANCE.

HOLLOW METAL DOORS AND FRAMES: EXTRA-HEAVY-DUTY DOORS AND FRAMES, SDI A250.8, LEVEL 3. FLUSH DOORS, 1 ¾" THICK, METALLIC-COATED STEEL SHEET FACE, MINIMUM THICKNESS OF 0.053" WITH MINIMUM A40 COATING, MODEL 2 SEAMLESS EDGE CONSTRUCTION, POLYURETHANE CORE. FRAMES – METALLIC COATED STEEL SHEET, MINIMUM THICKNESS OF 0.053", FULLY WELDED. PRIME PAINT FOR FIELD APPLIED FINISH PAINT. CONCEALED ANCHORS. SUBMIT PRODUCT DATA

DOOR HARDWARE: HINGES- HEAVY WEIGHT, NON-FERROUS, BALL BEARING OR OIL IMPREGNATED BEARING, WITH NON-EMOVABLE PINS, 3 HINGES PER FOOR BY BOMMER INDUSTRIES OR MCKINNEY PRODUCTS. DOOR CLOSERS – SURFACE MOUNTED ANSI/BHMA A156.4 GRADE 1 SURFACE MOUNTED, HEAVY DUTY DOOR CLOSERS WITH COMPLETE SPRING POWER ADJUSTMENT. RACK AND PINION TYPE, ONE PIECE CAST IRON BODY CONSTRUCTION WITH ADJUSTABLE BACKCHECK AND SEPARATE NON-CRITICAL VALVES FOR CLOSING SWEE AND LATCH SPEED CONTROL BY LCN CLOSERS - 4111 SERIES. THRESHOLD AND WEATHERSTRIPPING – ALUMINUM SADDLE TYPE, ADA COMPLIANT THRESHOLD WITH NON-CORROSIVE FASTENERS, CONTINUOUS SURFACE APPLIED BOTTOM BRUSH TYPE WEATHERSTRIPPING. LOCKSETS - HEAVY DUTY FULL MORTISE, ANSI/BHMA GRADE 1, PASSAGE FUNCTION WITH DEADBOLT AND LEVER HANDLE, DULL CHROME FINISH. SCHLAGE L-SERIES OR SIMILAR. SALVAGE EXISTING LOCK CORES AT RESTROOM BUILDING. CONFIRM MANUFACTURER AND REINSTALL IN NEW LOCKSET. AT GATEHOUSE, REPLACE KNOBS WITH LEVER HANDLES COMPATIBLE WITH EXISTING LOCKSET. SUBMIT PRODUCT DATA.

PAINTING: FOR PREVIOUSLY PAINTED SURFACES, PREPARE SUBSTRATES TO RECEIVE NEW PAINT – REMOVE AND REPAIR LOOSE WOOD, LOOSE PAINT AND GLOSS FROM FINISH. REMOVE RUST AND COAT BARE METAL WITH ZINC RICH PRIMER. APPLY NEW COATINGS PER MANUFACTURER'S PRINTED INSTRUCTIONS. SUBMIT PRODUCT DATA AND COLOR SAMPLES.
   INTERIOR PAINT: EPOXY PAINT, GLOSS FINISH
   PAINT FOR FIBER CEMENT SIDING AND TRIM: ACRYLIC LATEX HOUSE PAINT, SATIN FINISH
   PAINT FOR EXISTING FASCIA TRIM ON GUARDHOUSE AND RESTROOM: ACRYLIC LATEX HOUSE PAINT, SATIN FINISH
   FINISH FOR PICNIC PAVILION WOOD: WATER-BASED COMBINATION SOLID COLOR STAIN AND SEALANT – OLYMPIC ELITE.
   PAINT FOR NEW METAL DOORS, FRAMES AND UNPAINTED STEEL: ZINC-RICH PRIMER, EPOXY HIGH-BUILD BASE COAT, POLYURETHANE FINSH COAT, GLOSS FINISH.
   PAINT FOR PREVIOUSLY PAINTED DOORS, FRAMES AND PICNIC PAVILION STEEL PLATES: TOUCH UP WITH RUST-RESISTANT PRIMER, TWO COATS POLYURETHANE, GLOSS FINISH

SOLID SURFACE COUNTERS: CORIAN OR EQUAL, COLOR FROM PRICE GROUP 5 AS SELECTED BY OWNER, ON ¾" MARINE GRADE PLYWOOD SUBSTRATE. SUBMIT PRODUCT SAMPLES.

PLASTIC LAMINATE COUNTER: HIGH PRESSURE LAMINATE, GENERAL PURPOSE TYPE 107, COLOR AS SELECTED BY OWNER, ON ¾" MARINE GRADE PLYWOOD SUBSTRATE. SUBMIT PRODUCT SAMPLES.

PLASTIC LAMINATE WALL CABINET: FLUSH OVERLAY CONSTRUCTION, 12" WIDE BY NOMINAL 12" DEEP BY 30" HIGH. ONE ADJUSTABLE SHELF. CONCEALED HINGES, 3" BRUSHED CHROME WIRE PULL. PROVIDE FILLER PANEL AT SIDE WALL TO ALLOW DOOR TO OPEN 90 DEGREES.

TOILET PARTITIONS: SOLID PLASTIC (HDPE) PANELS WITH PEBBLE TEXTURED SURFACE AND THROUGH COLOR. STAINLESS STEEL BRACKETS AND HARDWARE. ADA COMPLIANT LATCHES, HANDLES AND SELF-CLOSING HINGES. COLOR AS SELECTED BY OWNER. BASED ON ASI GLOBAL PARTITIONS SUBMIT PRODUCT DATA AND SHOP DRAWINGS.

INFANT CHANGING STATION: CONTINENTAL 8252-H. MOUNT TO EXISTING WOOD STUDS PER MANUFACTURER'S PRINTED INSTRUCTION.

FRAMED MIRROR: ONE-PIECE, ROLL-FORMED 3/4" X 3/4" ANGLE-FRAME. TYPE 304 STAINLESS STEEL WITH SATIN FINISH, CORNERS WELDED, GROUND AND POLISHED SMOOTH. 1/4" THICK NO. 1 GRADE GLASS MIRROR. 15 YEAR SILVER SPOILAGE WARRANTY. GALVANIZED STEEL BACK WITH CONCEALED, THEFT-RESISTANT MOUNTING. 24" W X 36" H BOBRICK B-290 2436 OR SIMILAR.

CHARCOAL GRILL: PILOT ROCK J-20 SERIES. BOLTED POST BASE, STANDARD HIGH TEMPERATURE NON-TOXIC PAINT FINISH. CUT OFF EXISTING POST AT TOP OF SLAB. USE 8" EMBEDDED EPOXY ANCHOR BOLTS. SHIM TO PLUMB AND WELD NUTS IN PLACE AFTER TIGHTENING, PAINT BOLTS AND NUTS WITH ZINC RICH PRIMER AND GLOSS BLACK FINISH COATS. INSTALL IN PAIRS, ONE GRILLE TO HAVE TOP COOKING SURFACE AT 34" OR LESS ABOVE SURROUNDING GRADE.

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Notes

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Preliminary Design Plans	CC	CM	2020.12.30
Issued/Revision	By	Appd	YYYY.MM.DD
File Name: N/A	Author	Designer	Checker	11/13/20
	Dwn.	Dsgn.	Chkd.	YYYY.MM.DD

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Client/Project
Ypsilanti Township

Loonfeather Point Park Development

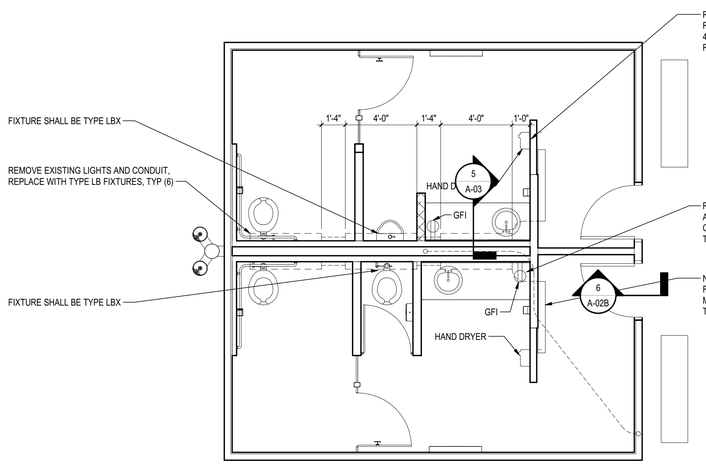
Ypsilanti, MI

Title
FLOOR PLAN - GATEHOUSE

Project No.	Scale
2075154400	1/4" = 1'-0"
Revision	Drawing No.
	A-01A

<Pics location in Project Information>
3/17/2021 12:47:17 AM

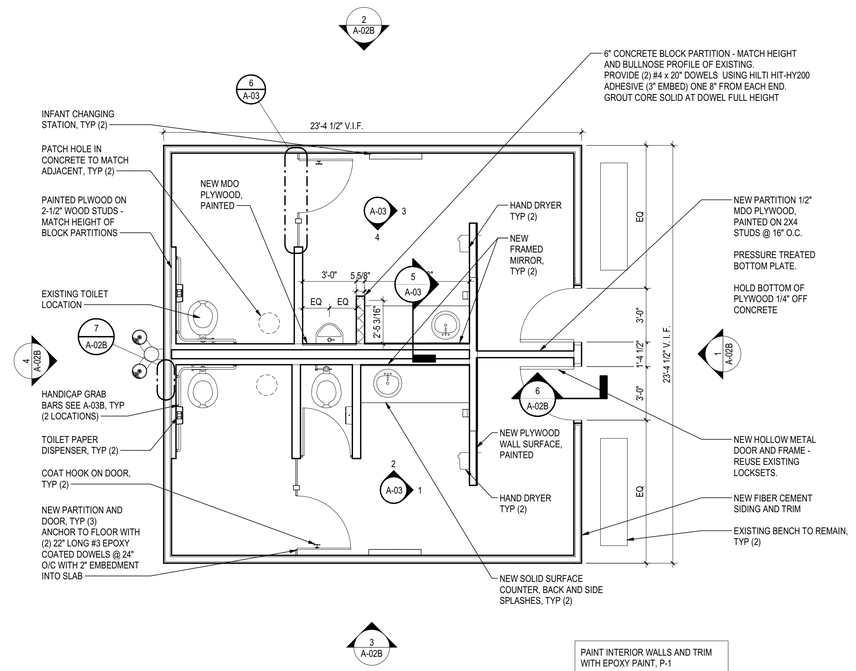
ORIGINAL SHEET - ARCH D



3 A-02B

4 RESTROOM ELECTRICAL PLAN

4 A-01B 1/4" = 1'-0"



3 A-02B

1 RESTROOM PLAN

1 A-01B 1/4" = 1'-0"

PAINT INTERIOR WALLS AND TRIM WITH EPOXY PAINT, P-1

PAINT INTERIOR FLOOR WITH EPOXY PAINT, P-2

PLUMBING DEMOLITION GENERAL NOTES

1. ANY INTERRUPTIONS OF EXISTING SERVICES OR EQUIPMENT SHALL BE PERFORMED AT A TIME APPROVED IN ADVANCE BY THE OWNER'S REPRESENTATIVE SO AS NOT TO INTERFERE WITH THE BUILDING OPERATION.
2. THESE DRAWINGS INDICATE THE GENERAL EXTENT OF WORK. THE EXTENT OF DEMOLITION SHALL BE AS REQUIRED BY THE NEW WORK AND REMOVAL OF MATERIALS/COMPONENTS NOT REQUIRED FOR THE NEW AND RENOVATED SYSTEMS.
3. ALL MECHANICAL SYSTEMS TO BE REMOVED SHALL BE REMOVED COMPLETE WITH ALL RELATED ITEMS INCLUDING HANGERS, SUPPORTS, CONTROLS, ETC. CAP ALL OPEN PIPES AND DUCTS. PATCH AND SEAL ALL OPENINGS AS A RESULT OF DEMOLITION IN RATED WALLS TO MAINTAIN EXISTING WALL'S FIRE OR SMOKE RATING AND TO MATCH EXISTING ADJACENT SURFACES.
4. ALL ITEMS AND EQUIPMENT REMOVED SHALL REMAIN PROPERTY OF THE OWNER UNLESS POSSISION RIGHTS ARE WAIVED. CONTRACTOR SHALL MEET WITH OWNER PRIOR TO START OF DEMOLITION TO DETERMINE WHICH ITEMS ARE TO BE SALVAGED. CONTRACTOR SHALL REMOVE REMAINING ITEMS FROM SITE.
5. FIELD VERIFY EXACT SIZE AND LOCATION OF ALL EXISTING SERVICES PRIOR TO DEMOLITION.

PLUMBING DEMOLITION KEYED NOTES

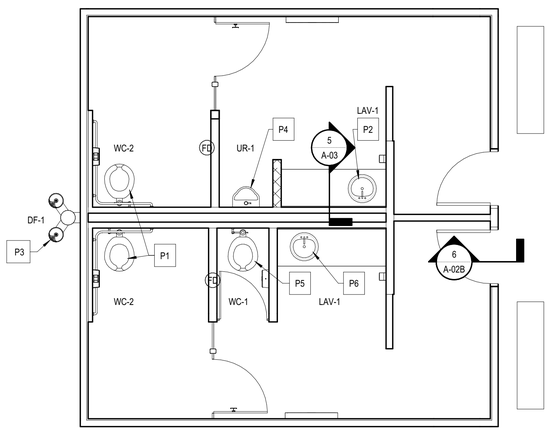
PD01. REMOVE EXISTING FLOOR MOUNTED WATER CLOSET COMPLETE. REMOVE DCW PIPING TO WITHIN WALL, CAP AND COVER WITH ACCESS PLATE. REMOVE EXISTING SANITARY TO BELOW FLOOR, CAP AND REPAIR FLOOR TO MATCH EXISTING CONDITIONS.
PD02. REMOVE EXISTING COUNTER MOUNTED LAVATORY COMPLETE WITH FAUCET, SUPPLIES, TRAP AND SUPPORTS. PREPARE ASSOCIATED DCW AND SAN PIPING FOR RECONNECTION DURING NEW WORK.
PD03. REMOVE EXISTING DRINKING FOUNTAIN COMPLETE WITH SUPPORTS. PREPARE EXISTING DCW AND SAN PIPING FOR RECONNECTION DURING NEW WORK.
PD04. REMOVE EXISTING WALL HUNG URINAL COMPLETE WITH ASSOCIATED CARRIER AND PIPING. PREPARE ASSOCIATED DCW AND SAN PIPING FOR RECONNECTION IN CHASE DURING NEW WORK.
PD05. REMOVE EXISTING FLOOR MOUNTED WATER CLOSET COMPLETE WITH ASSOCIATED DCW AND SAN PIPING. PREPARE DCW FOR RECONNECTION IN CHASE DURING NEW WORK. PREPARE SAN PIPING FOR RECONNECTION BELOW SLAB DURING NEW WORK.
PD06. REMOVE EXISTING COUNTER MOUNTED LAVATORY COMPLETE WITH ASSOCIATED PIPING. REMOVE DCW AND SAN PIPING BACK TO WITHIN CHASE AND PREPARE PIPING FOR RECONNECTION DURING NEW WORK.
PD07. REMOVE EXISTING FLOOR MOUNTED WATER CLOSET COMPLETE. PREPARE ASSOCIATED DCW AND SAN PIPING AT FLOOR/WALL FOR RECONNECTION DURING NEW WORK.

PLUMBING NEW WORK GENERAL NOTES

1. THESE DRAWINGS INDICATE THE GENERAL EXTENT OF WORK BUT ARE NOT FABRICATION DRAWINGS. COORDINATE PLUMBING SYSTEMS WITH WORK OF ALL OTHER TRADES PRIOR TO ANY FABRICATION OR INSTALLATION. PROVIDE ALL FITTINGS, OFFSETS, TRANSITIONS, ETC. AS REQUIRED FOR A COMPLETE WORKABLE INSTALLATION.
2. REFER TO ARCHITECTURAL DRAWINGS FOR EXACT LOCATION OF ALL NEW PLUMBING FIXTURES.
3. ALL PLUMBING RELATED CORING THROUGH FLOORS SHALL BE BY PLUMBING CONTRACTOR.
4. COORDINATE ALL NEW LOCATIONS, SIZES AND ELEVATIONS OF SLEEVES THROUGH WALLS, SLABS AND FOUNDATIONS WITH STRUCTURAL DRAWINGS AND FIELD CONDITIONS.
5. COORDINATE ALL PIPE ROUTING WITH SITE CONDITIONS, EQUIPMENT MANUFACTURER'S RECOMMENDATIONS, AND ALL OTHER TRADES TO AVOID INTERFERENCES.
6. ALL DOMESTIC WATER PIPING SHALL BE INSULATED AND LABELED IN ACCORDANCE WITH THE REQUIREMENTS OF THE PROJECT SPECIFICATIONS, SCHEDULES, AND ENERGY CODE.
7. ALL PIPING SHALL BE CONCEALED IN WALLS, CEILING SPACES OR ARCHITECTURAL SOFFITS.
8. SEAL ALL PENETRATIONS THROUGH WALLS AND FLOORS AIR AND WATER TIGHT.
9. RUN ALL SANITARY AND VENT PIPING AT SLOPES COMPLYING WITH THE MICHIGAN PLUMBING CODE LATEST EDITION.
10. PROVIDE WALL CLEANOUT AT THE BASE OF ALL VERTICAL SANITARY CONDUCTORS.
11. PROVIDE SHUT-OFF VALVES AT ALL PLUMBING FIXTURES. LOCATE ALL PLUMBING SHUT-OFF VALVES IN AN ACCESSIBLE LOCATION ABOVE AN ACCESS PANEL AND NO MORE THAN 24" ABOVE THE CEILING.
12. REFER TO PIPING DIAGRAMS, DETAILS, AND SPECIFICATIONS FOR VALVES, FITTINGS, AND OTHER ACCESSORIES.
13. REFER TO PLUMBING FIXTURE SCHEDULE ON DRAWINGS FOR MINIMUM REQUIRED PIPE SIZES TO ANY PIPING NOT LABELED.

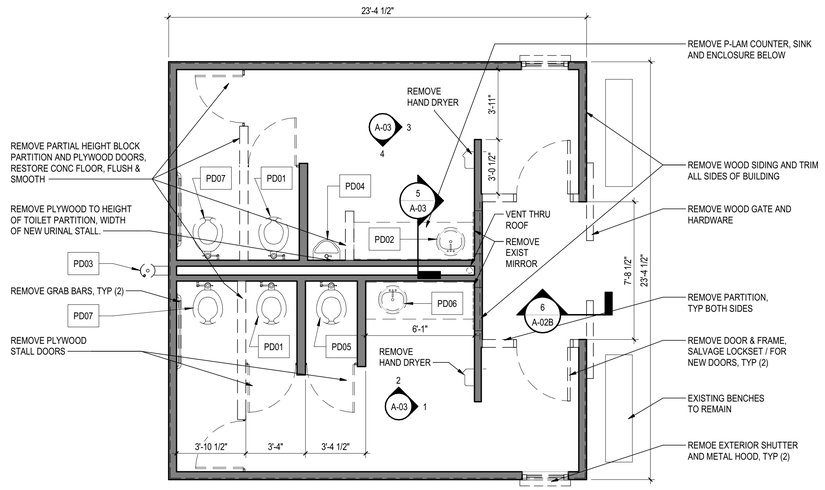
PLUMBING NEW WORK KEYED NOTES

P1. PROVIDE NEW FLOOR MOUNTED WATER CLOSET AND CONNECT TO EXISTING DCW AND SAN PIPING.
P2. PROVIDE NEW UNDERCOUNTER MOUTED LAVATORY AND CONNECT TO EXISTING DCW AND SAN PIPING IN CHASE
P3. PROVIDE NEW DUAL HEIGHT DRINKING FOUNTAIN AND CARRIER AND CONNECT TO EXISTING DCW AND SAN PIPING.
P4. PROVIDE NEW ADA URINAL AND CARRIER AND CONNECT TO EXISTING DCW AND SAN PIPING LOCATED IN CHASE.
P5. PROVIDE NEW FLOOR MOUNTED WATER CLOSET AND CARRIER AND CONNECT TO EXISTING DCW AND SAN PIPING. REPAIR FLOOR AND WALL TO MATCH EXISTING CONDITIONS DUE TO REVISED LOCATION.
P6. PROVIDE NEW UNDERCOUNTER MOUNTED LAVATORY AND CONNECT TO EXISTING DCW AND SAN PIPING LOCATED IN CHASE.



3 RESTROOM PLUMBING PLAN

3 A-01B 1/4" = 1'-0"



2 RESTROOM DEMO PLAN

2 A-01B 1/4" = 1'-0"

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Preliminary Design Plans	CC	CM	2020.12.30
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File Name: N/A	Author Dwn.	Designer Dsgn.	Checker Chkd.	11/13/20 YYYY.MM.DD

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Client/Project
Ypsilanti Township

Loonfeather Point Park Development

Ypsilanti, MI

Title
FLOOR PLAN - RESTROOMS

Project No. 2075154400

Scale 1/4" = 1'-0"

Revision

Drawing No. **A-01B**

<Plot location is Project Information>
3/1/2021 12:47:21 AM

ORIGINAL SHEET - ARCH D

ELECTRICAL FIXTURE SCHEDULE

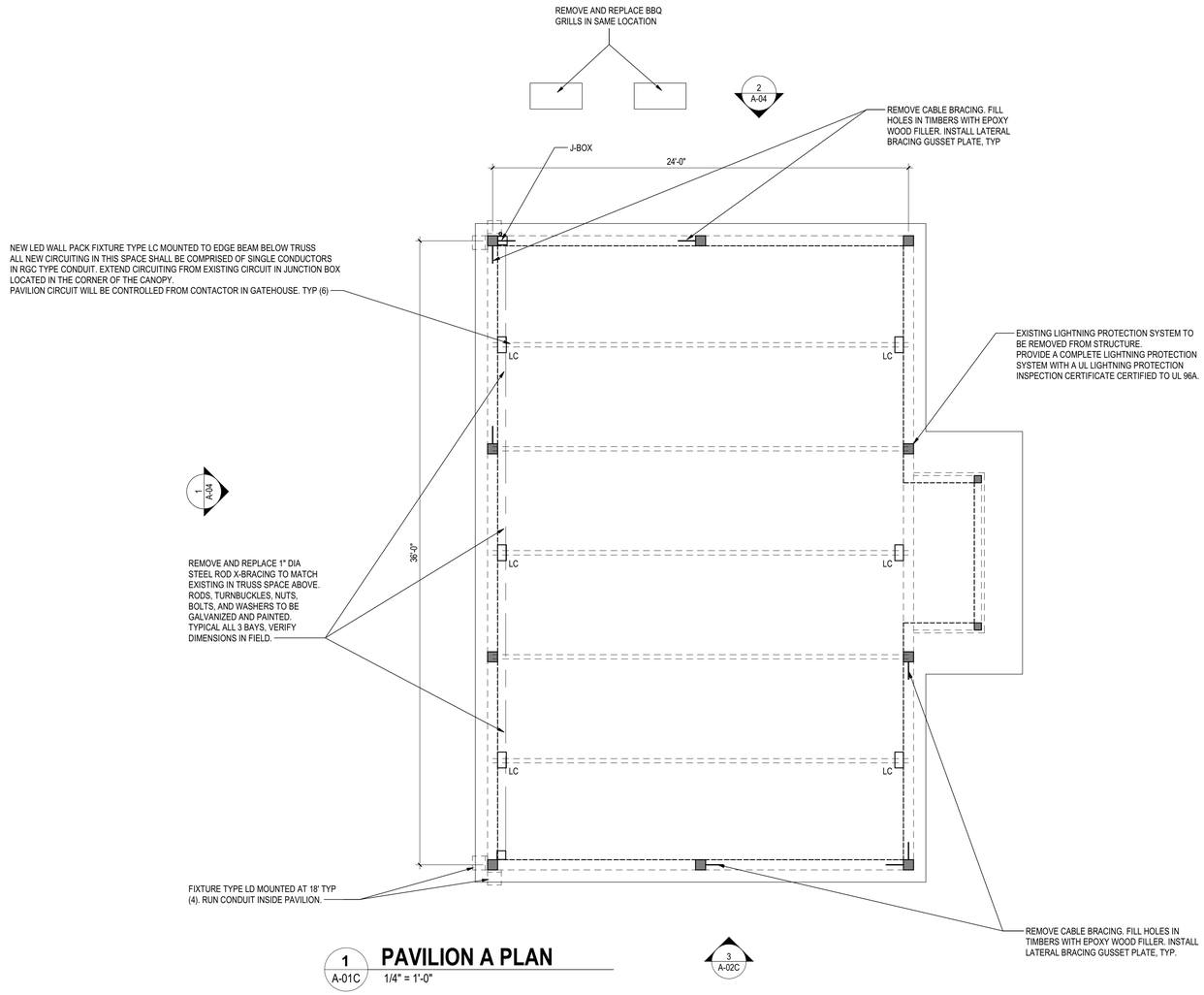
TYPE	DESCRIPTION	LUMEN	DISTRIBUTION	COLOR TEMP	VOLTAGE	WATTAGE	MODEL	MANUFACTURER	COMMENTS
LA	1X2 LED WALL SURFACE MOUNTED WRAP FIXTURE	2500		3500K	120	30	RHL7 SERIES	KENALL	
LAX	SAME AS LA, EXCEPT PROVIDED WITH 1100LM EM BATTERY PACK				120				
LB	1X4 LED WALL SURFACE MOUNTED WRAP FIXTURE	4600		3500K	120	50	MLRS12 SERIES	KENALL	
LBX	SAME AS LA, EXCEPT PROVIDED WITH 1100LM EM BATTERY PACK				120				
LC	LED WALL PACK WITH LOW PROFILE HOUSING	1372		4000K	120	16	H99 SERIES	KENALL	PROVIDE WITH LOW PROFILE HOUSING AND SURFACE ADAPTOR FOR SIDE CONDUIT INSTALLATION.
LD	LED WALL PACK WITH LOW PROFILE HOUSING	2800	TYPE 3	4000K	120	24	FN9 SERIES	KENALL	PROVIDE WITH LOW PROFILE HOUSING AND SURFACE ADAPTOR FOR SIDE CONDUIT INSTALLATION.

GENERAL NOTES

REMOVE SHINGLES AND UNDERLAYMENT, TO WOOD DECK. REMOVE METAL DRIP EDGE AND TOP COPING. PROVIDE NEW ASPHALTSHINGLES OVER 40 LB ROOFING FELTS WITH NEW DARK BRONZE COLORED F5 GALVANIZED STEEL DRIP EDGE

CLEAN, PREP, AND PAINT METAL TIMBER FITTINGS. P-5. SCRAPE AND SAND ALL WOOD

STAIN ALL WOOD MEMBERS WITH SOLID COLOR EXTERIOR WOOD STAIN EXCEPT PAINT TO MATCH WHERE CURRENT ACCENT COLORS OCCUR.



1 A-01C PAVILION A PLAN

1/4" = 1'-0"

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Client/Project
Ypsilanti Township

Loonfeather Point Park Development

Ypsilanti, MI

Title
FLOOR PLAN - PAVILION A

Project No. 2075154400

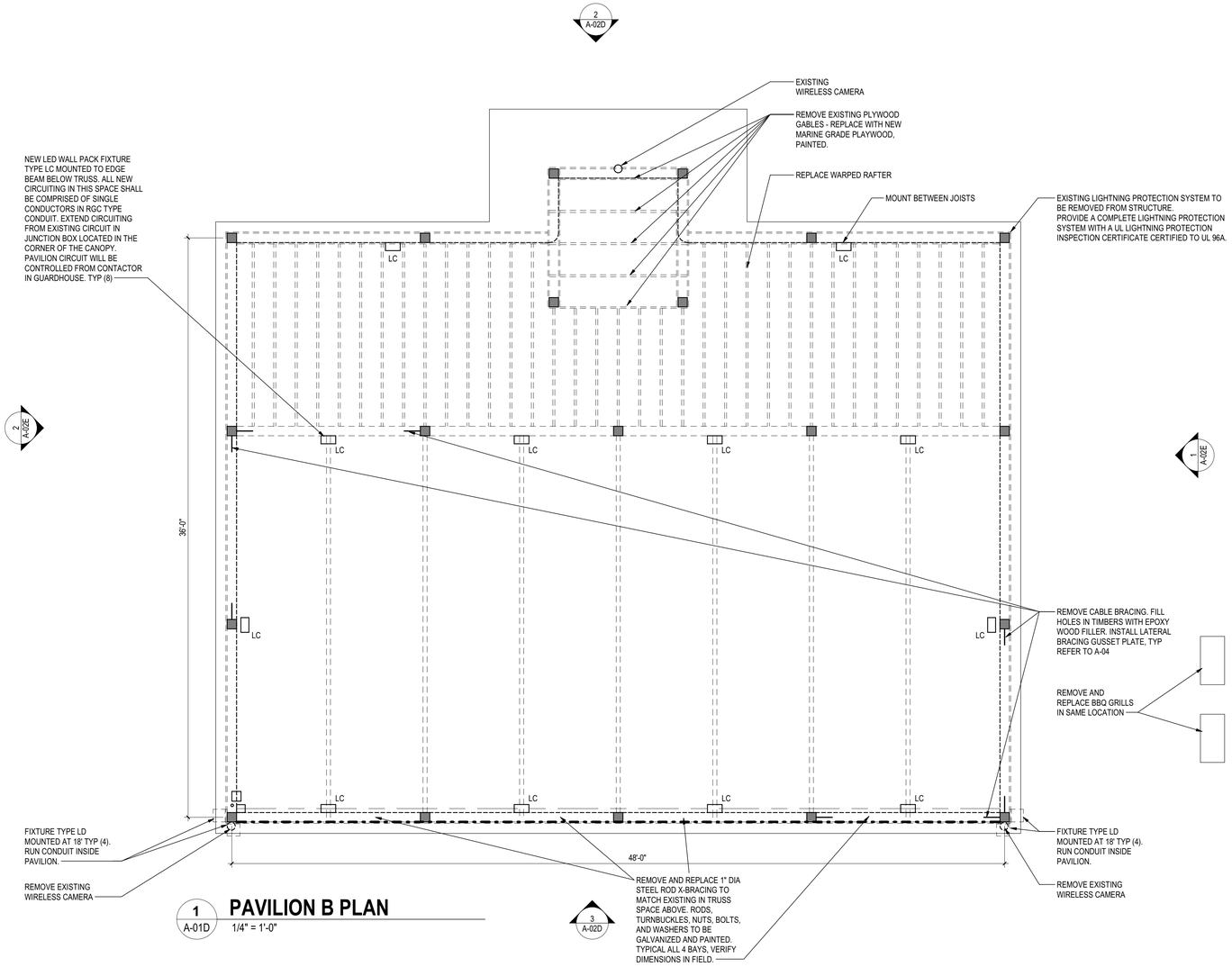
Scale 1/4" = 1'-0"

Revision

Drawing No. **A-01C**

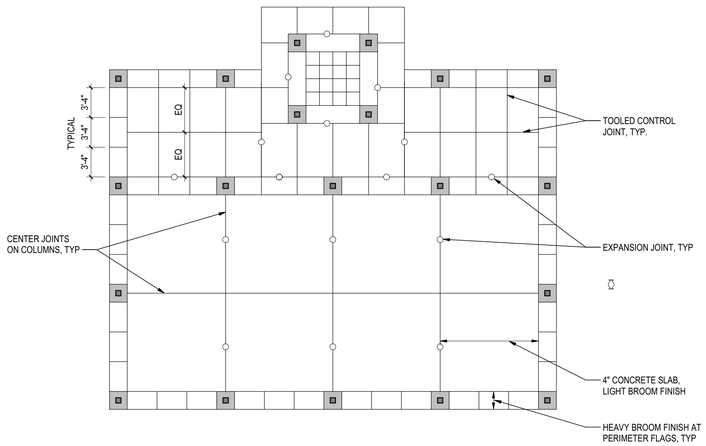
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ORIGINAL SHEET - ARCH D



1 A-01D PAVILION B PLAN

1/4" = 1'-0"



= EXISTING CONCRETE FOUNDATION TO REMAIN. PROVIDE EXPANSION JOINT AT INTERFACE WITH CONCRETE SLAB.

2 A-01D PAVILION B PLAN - CONC REPLACEMENT AND JOINTING

1/8" = 1'-0"

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REMOVE SHINGLES AND UNDERLAYMENT, TO WOOD DECK. REMOVE METAL DRIP EDGE AND TOP COPING. PROVIDE NEW ASPHALTSHINGLES OVER 40 LB ROOFING FELTS WITH NEW DARK BRONZE COLORED F5 GALVANIZED STEEL DRIP EDGE

CLEAN, PREP, AND PAINT METAL TIMBER FITTINGS. P-5. SCRAPE AND SAND ALL WOOD

STAIN ALL WOOD MEMBERS WITH SOLID COLOR EXTERIOR WOOD STAIN EXCEPT PAINT TO MATCH WHERE CURRENT ACCENT COLORS OCCUR.

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LAX	SAME AS LA, EXCEPT PROVIDED WITH 1100LM EM BATTERY PACK				120				
LB	1X4 LED WALL SURFACE MOUNTED WRAP FIXTURE	4600		3500K	120	50	MLRS12 SERIES	KENALL	
LBX	SAME AS LA, EXCEPT PROVIDED WITH 1100LM EM BATTERY PACK				120				
LC	LED WALL PACK WITH LOW PROFILE HOUSING	1372		4000K	120	16	H99 SERIES	KENALL	PROVIDE WITH LOW PROFILE HOUSING AND SURFACE ADAPTOR FOR SIDE CONDUIT INSTALLATION.
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Ypsilanti Township

Loonfeather Point Park Development

Ypsilanti, MI

Title
FLOOR PLAN - PAVILION B

Project No.
2075154400

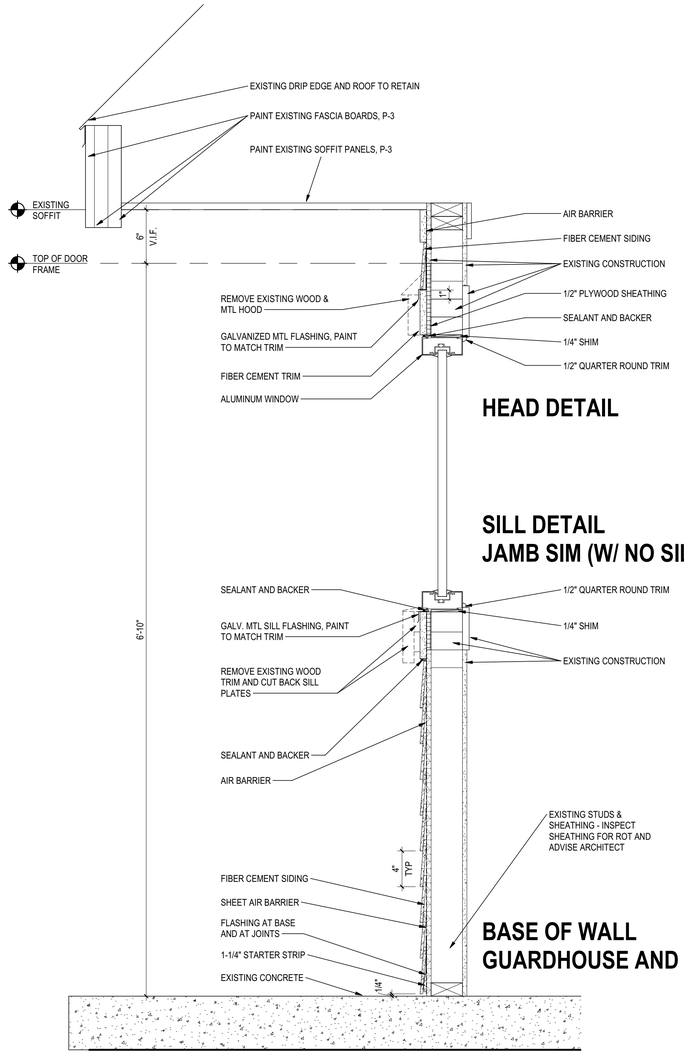
Scale
As indicated

Revision

Drawing No.
A-01D

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ORIGINAL SHEET - ARCH D

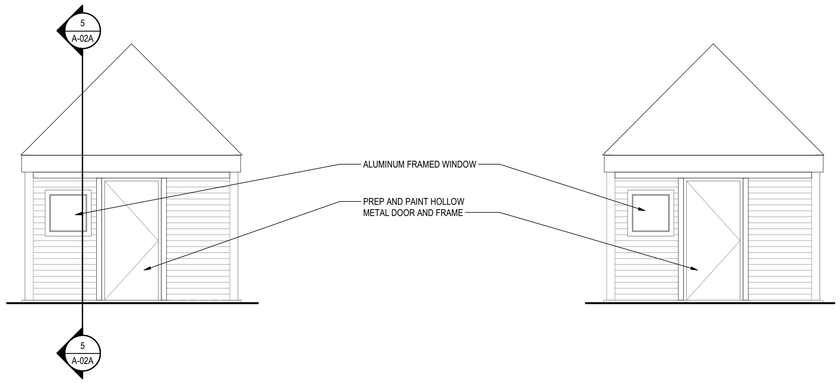


HEAD DETAIL

SILL DETAIL
JAMB SIM (W/ NO SILL FLASHING)

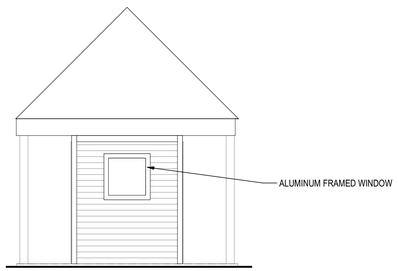
BASE OF WALL
GUARDHOUSE AND TOILETS

5 A-02A **WALL SECTION - GATEHOUSE EAST**
1 1/2" = 1'-0"

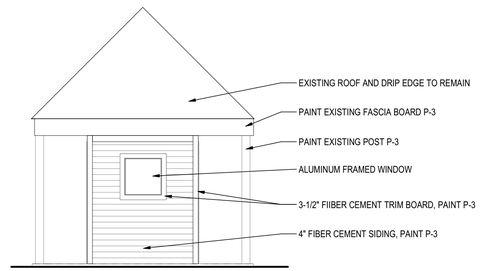


1 A-02A **GATEHOUSE EAST ELEVATION**
1/4" = 1'-0"

4 A-02A **GATEHOUSE WEST ELEVATION**
1/4" = 1'-0"



3 A-02A **GATEHOUSE SOUTH ELEVATION**
1/4" = 1'-0"



2 A-02A **GATEHOUSE NORTH ELEVATION**
1/4" = 1'-0"
NOTES ARE TYPICAL FOR ALL FOUR ELEVATIONS

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Preliminary Design Plans	CC	CM 2020.12.30

File Name: N/A | Author Dwn. | Designer Dsgn. | Checker Chkd. | 11/13/20 YYYY.MM.DD

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Client/Project
Ypsilanti Township

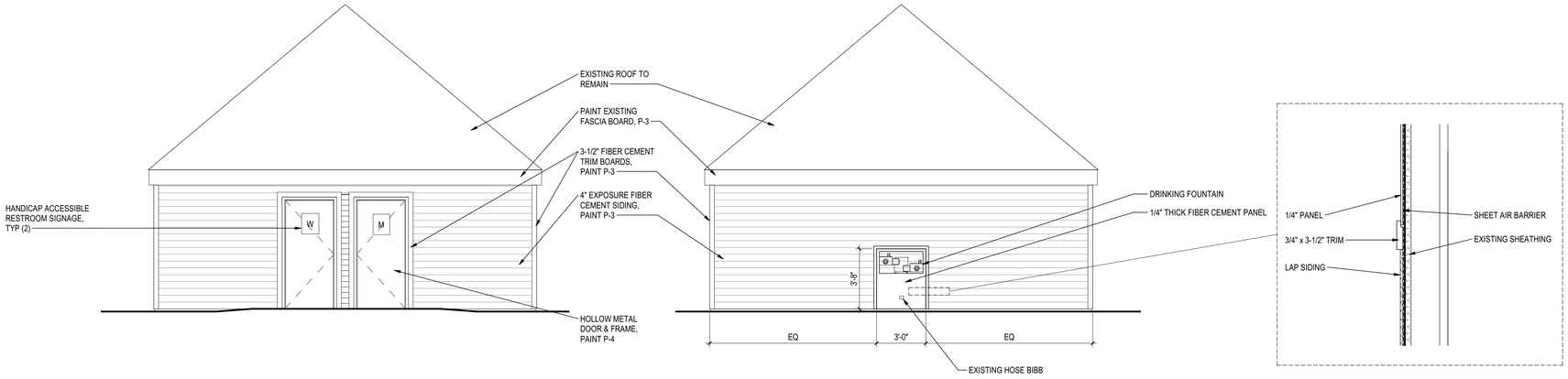
Loonfeather Point Park Development

Ypsilanti, MI

Title
ELEVATIONS - GATEHOUSE

Project No. 2075154400
Scale As indicated
Revision
Drawing No. **A-02A**

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3/17/2021 12:47:25 AM
ORIGINAL SHEET - ARCH D



1 A-02B RESTROOMS EAST ELEVATION

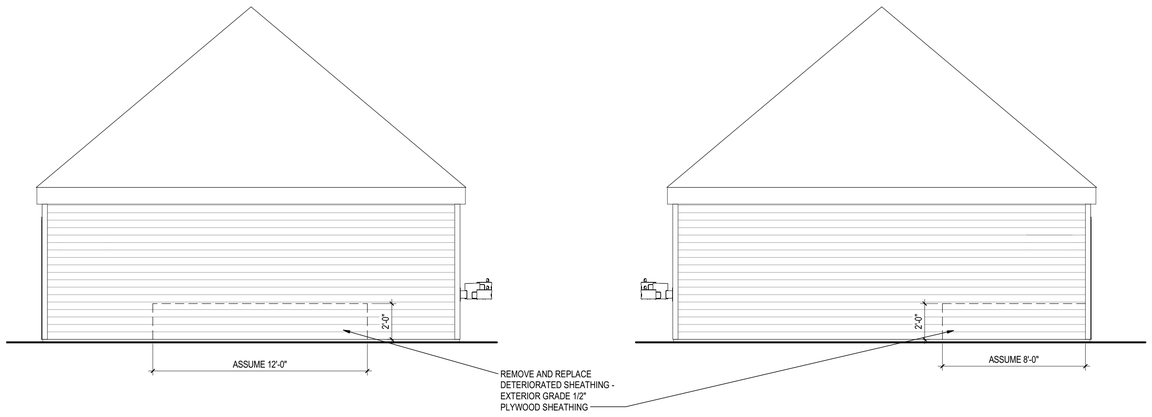
1/4" = 1'-0"

4 A-02B RESTROOMS WEST ELEVATION

1/4" = 1'-0"

7 A-02B DRINKING FOUNTAIN TRIM - PLAN DETAIL

1 1/2" = 1'-0"



2 A-02B RESTROOMS NORTH ELEVATION

1/4" = 1'-0"

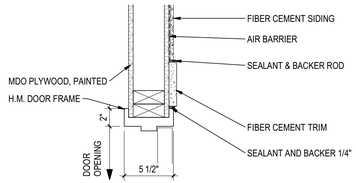
REFER TO ELEVATION 1 FOR TYPICAL NOTES

3 A-02B RESTROOMS SOUTH ELEVATION

1/4" = 1'-0"

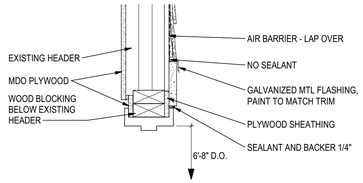
REFER TO ELEVATION 1 FOR TYPICAL NOTES

RESTROOM DOOR DETAILS



6 A-02B RESTROOM JAMB DETAIL

1 1/2" = 1'-0"



5 A-02B RESTROOM HEAD DETAIL

1 1/2" = 1'-0"

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Client/Project
Ypsilanti Township

Loonfeather Point Park Development

Ypsilanti, MI

Title
ELEVATIONS - RESTROOMS

Project No. 2075154400
Scale As indicated
Revision
Drawing No. **A-02B**

<Pick location in Project Information>
3/17/2021 12:47:24 AM

ORIGINAL SHEET - ARCH D



TYPICAL AT ALL

1 PAVILION A EAST ELEVATION
A-02C 1/4" = 1'-0"



4 PAVILION A WEST ELEVATION
A-02C 1/4" = 1'-0"



3 PAVILION A SOUTH ELEVATION
A-02C 1/4" = 1'-0"



2 PAVILION A NORTH ELEVATION
A-02C 1/4" = 1'-0"

KEYNOTE LIST

1 REPLACE MISSING / BROKEN OR SAGGING LOUVER SLAT

2 REPLACE DAMAGED TRIM BOARD

3 STRIP SHINGLES, LINDERLAYMENT, & DRIP EDGE. INSTALL NEW ASPHALT SHINGLES, ROOFING FELT, & DRIP EDGE.

4 REPAIR LOOSE / DISLODGED LOUVER SLAT

5 EPOXY REPAIR OF DETERIORATED WOOD MEMBER

6 NEW LIGHTNING PROTECTION AIR TERMINAL

7 NEW PREFINISHED GALVANIZED STEEL ROOF EDGE ANGLE - DARK BRONZE

8 REMOVE EXISTING PLYWOOD GABLES, REPLACE IN KIND WITH MARINE GRADE PLYWOOD AND WOOD TRIM, PAINTED

9 PREP AND PAINT STEEL CONNECTION PLATE ASSEMBLIES

10 FILL SPLIT WITH EPOXY WOOD FILLER

11 LATERAL BRACING GUSSET PLATE - REFER TO DETAIL ON A-02E

12 REMOVE EXISTING PAVILION NUMBER

13 NEW PAINTED CAST ALUMINUM PAVILION NUMBER, 18" HIGH, SCREW MOUNTED TO PLYWOOD.

14 REMOVE EXISTING EXTERIOR CAMERA/LIGHTS

15 NEW FIXTURE TYPE LD MOUNTED AT 18' TYP

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Notes

Issued/Revision	By	Appd	
Final Plans	CC	CM	2021.03.01
Preliminary Design Plans	CC	CM	2020.12.30
File Name: N/A	Author Dwn.	Designer Dsgn.	Checker Chkd. 11/13/20 YYYY.MM.DD

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Client/Project
Ypsilanti Township

Loonfeather Point Park Development

Ypsilanti, MI

Title
ELEVATIONS - PAVILION A

Project No. 2075154400
Scale 1/4" = 1'-0"
Revision
Drawing No. **A-02C**

<Pick location in Project Information>
3/1/2021 12:47:33 AM

ORIGINAL SHEET - ARCH D



2 PAVILION B NORTH ELEVATION

A-02D

1/4" = 1'-0"



3 PAVILION B SOUTH ELEVATION

A-02D

1/4" = 1'-0"

KEYNOTE LIST

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5 EPOXY REPAIR OF DETERIORATED WOOD MEMBER

6 NEW LIGHTNING PROTECTION AIR TERMINAL

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9 PREP AND PAINT STEEL CONNECTION PLATE ASSEMBLIES

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Preliminary Design Plans	CC	CM	2020.12.30
Issued/Revision	By	Appd	YYYY.MM.DD
File Name: N/A	Author Dwn.	Designer Dsgn.	Checker Chkd. 11/13/20 YYYY.MM.DD

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Client/Project
Ypsilanti Township

Loonfeather Point Park Development

Ypsilanti, MI

Title
ELEVATIONS - PAVILION B

Project No. 2075154400

Scale 1/4" = 1'-0"

Revision

Drawing No. **A-02D**

<Plot location in Project Information>
3/1/2021 12:43:37 AM

ORIGINAL SHEET - ARCH D



1 A-02E PAVILION B EAST ELEVATION

1/4" = 1'-0"



2 A-02E PAVILION B WEST ELEVATION

1/4" = 1'-0"

KEYNOTE LIST

1 REPLACE MISSING / BROKEN OR SAGGING LOUVER SLAT

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Preliminary Design Plans	CC	CM	2020.12.30
Issued/Revision	By	Appd	YYYY.MM.DD
File Name: N/A	Author	Designer	Checker
	Dwn.	Dsgn.	Chkd.
			12/07/20
			YYYY.MM.DD

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Client/Project
Ypsilanti Township

Loonfeather Point Park Development

Ypsilanti, MI

Title
ELEVATIONS - PAVILION B

Project No.
2075154400

Scale
1/4" = 1'-0"

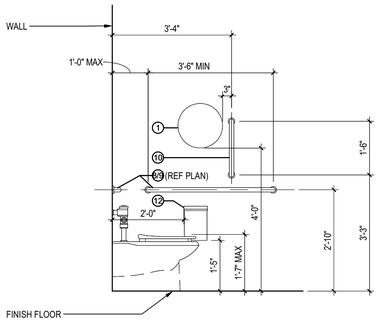
Revision

Drawing No.
A-02E

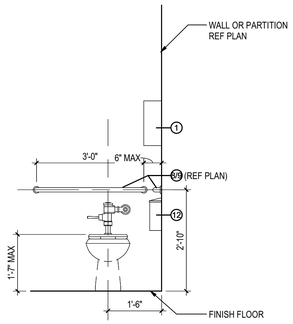
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ORIGINAL SHEET - ARCH D

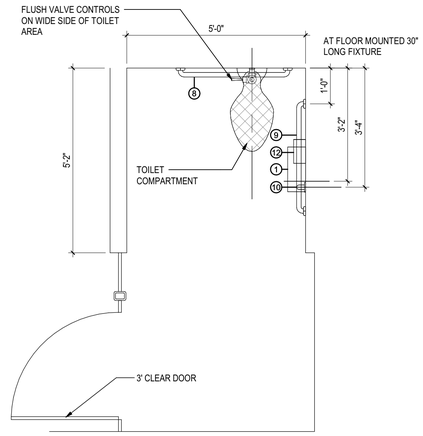
TYPICAL STANDARD TOILET STALL LAYOUTS



TYPICAL SIDE WALL ELEVATION AT ACCESSIBLE TOILET STALL



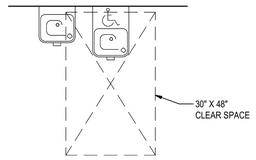
TYPICAL ELEVATION AT ACCESSIBLE TOILET STALL



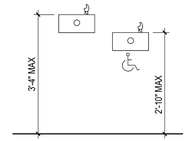
TYPICAL END OF ROW ACCESSIBLE STALL

NOTE: REFER SIDE AND FRONT ELEVATIONS

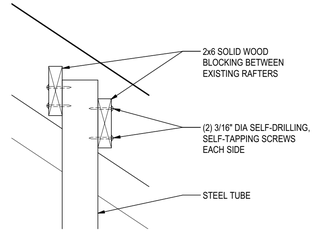
TYPICAL DRINKING FOUNTAIN



TYPICAL PLAN

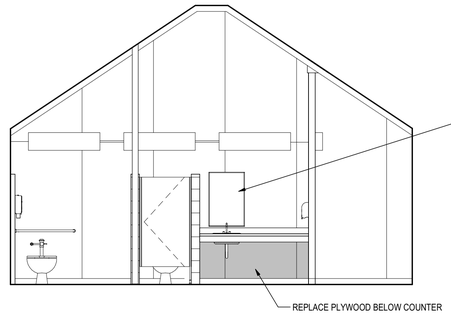


TYPICAL FRONT ELEVATION



7 A-03 PARTITION BRACE DETAIL AT ROOF

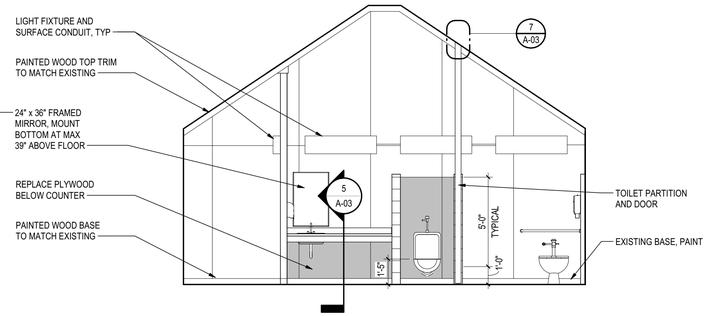
1 1/2" = 1'-0"



2 A-03 RESTROOMS - INTER ELE - WOMAN'S NORTH

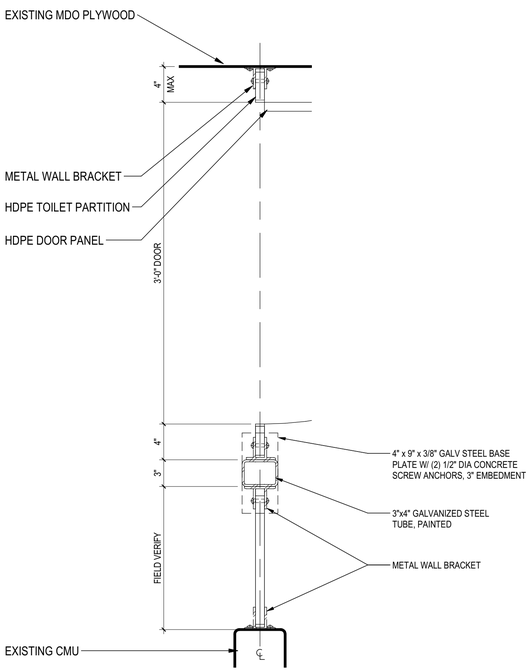
1/4" = 1'-0"

REFER TO ELEVATION 4 FOR TYPICAL NOTES



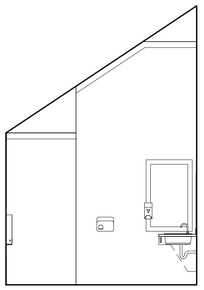
4 A-03 RESTROOMS - INTER ELE - MEN'S SOUTH

1/4" = 1'-0"



6 A-03 RESTROOM PARTITION PLAN DETAIL

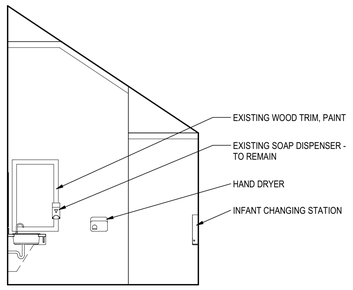
1 1/2" = 1'-0"



3 A-03 RESTROOMS - INTER ELE - EAST

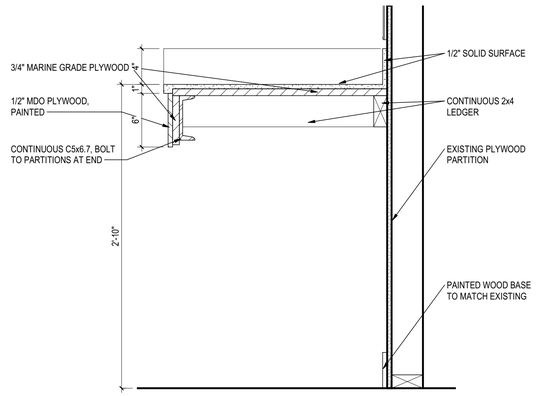
1/4" = 1'-0"

REFER TO ELEVATION 1 FOR TYPICAL NOTES



1 A-03 RESTROOMS - INTER ELE - WEST

1/4" = 1'-0"



5 A-03 COUNTER DETAIL

1 1/2" = 1'-0"

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Notes

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Preliminary Design Plans	CC	CM	2020.12.30
Issued/Revision	By	Appd	YYYY.MM.DD

File Name: N/A	Author	Designer	Checker	11/30/20
	Dwn.	Dsgn.	Chkd.	YYYY.MM.DD

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A-03
4

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Client/Project
Ypsilanti Township

Loonfeather Point Park Development

Ypsilanti, MI

Title
INTERIOR ELEVATIONS - RESTROOMS

Project No.
2075154400

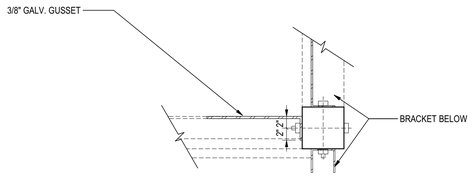
Scale
As indicated

Revision

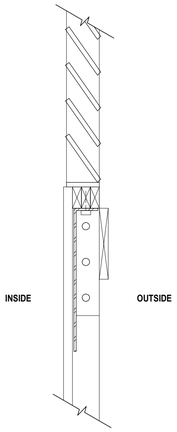
Drawing No.
A-03

<Pick location in Project Information>
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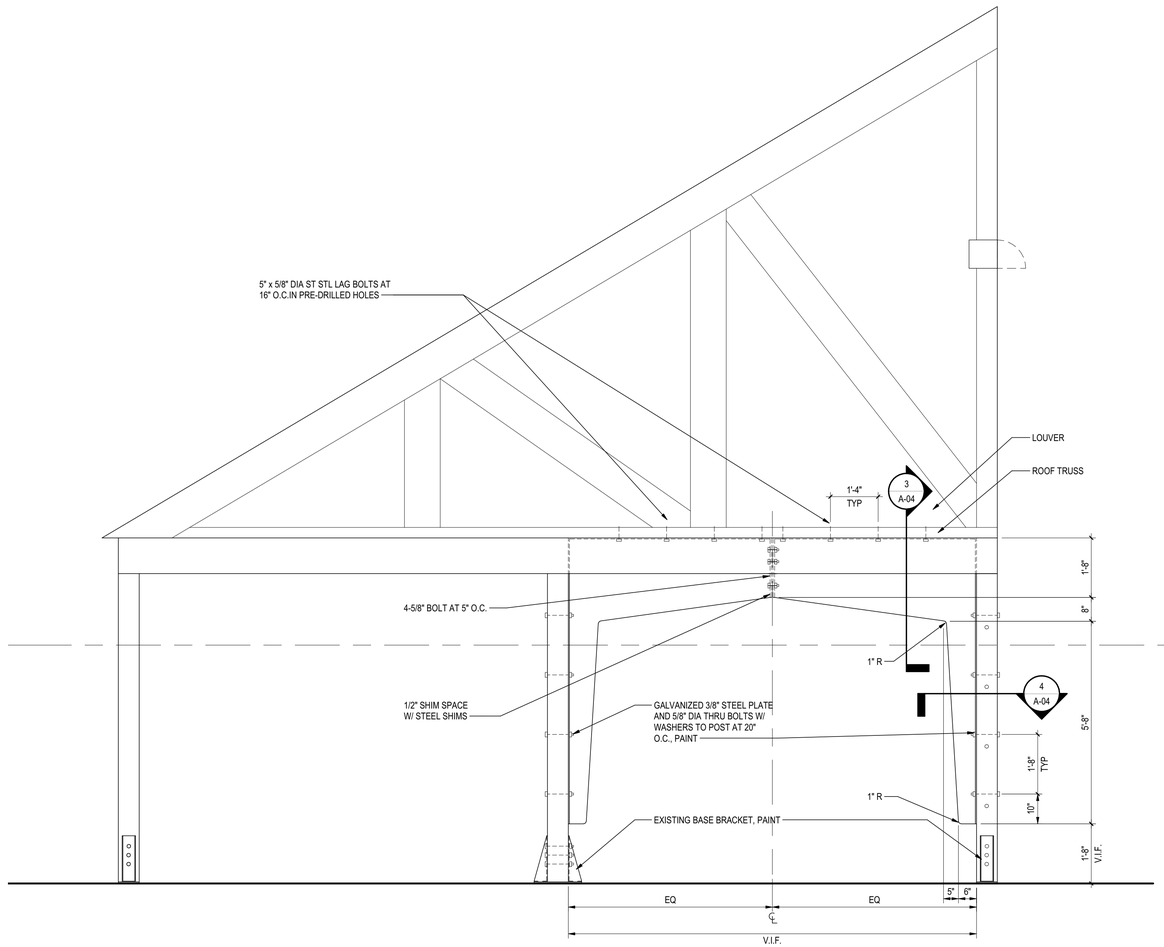
ORIGINAL SHEET - ARCH D



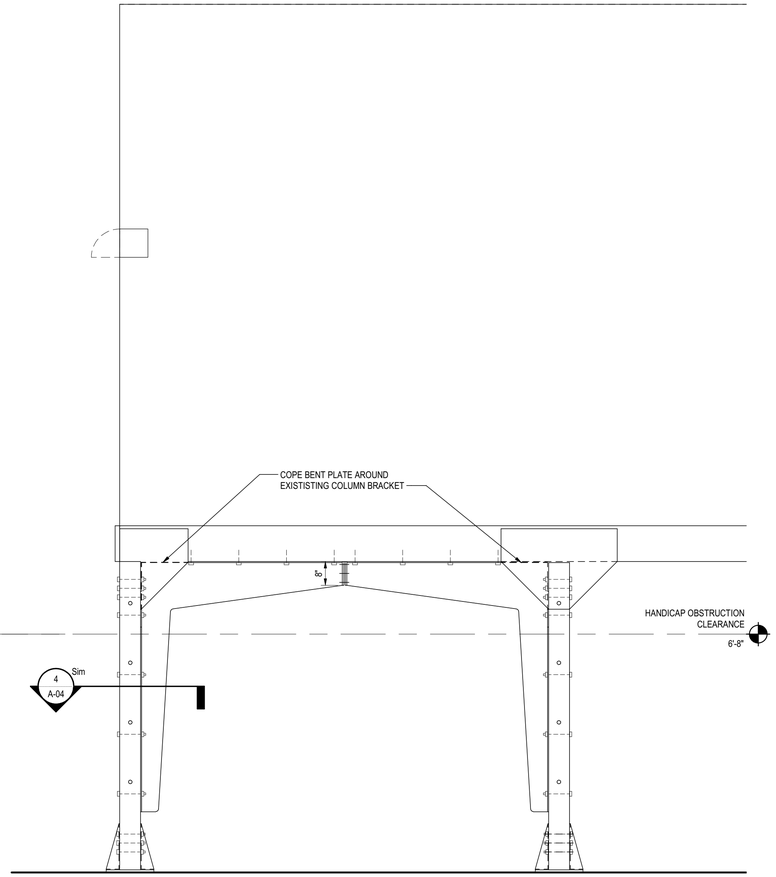
4 BRACING PLAN DETAIL
A-04 — 1" = 1'-0"



3 BRACING SECTION DETAIL
A-04 — 1" = 1'-0"



2 PAVILION BRACING REPLACEMENT ELEVATION 2
A-04 — 1/2" = 1'-0"



1 PAVILION BRACING REPLACEMENT ELEVATION 1
A-04 — 1/2" = 1'-0"

REFER TO ELEVATION 2/A-04 FOR TYPICAL NOTES AND DIMENSIONS

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Issued/Revision	By	Appd	YYYY.MM.DD
File Name: N/A	Author	Designer	Checker
	Dwn.	Dsgn.	Chkd.
			02/19/21 YYYY.MM.DD

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Client/Project
Ypsilanti Township

Loonfeather Point Park Development

Ypsilanti, MI

Title
DETAILS - PAVILION BRACING REPLACEMENT

Project No. 2075154400	Scale As indicated
Revision	Drawing No. **A-04**

<Pics location in Project Information>
3/1/2021 12:43 AM

ORIGINAL SHEET - ARCH D

COMMON WORK RESULTS FOR PLUMBING

1. ALL WORK SHALL BE IN COMPLIANCE WITH THE DRAWINGS AND THE GENERAL PROVISIONS OF THE CONTRACT INCLUDING GENERAL AND SUPPLEMENTARY CONDITIONS.
2. THE DRAWINGS ARE DIAGRAMMATIC AND SHOW THE GENERAL LOCATION AND ARRANGEMENT OF THE EQUIPMENT AND PIPING. THE CONTRACTOR SHALL VISIT THE SITE AND FIELD VERIFY CONDITIONS FOR INSTALLATION PRIOR TO BID SUBMISSION. IF A DISCREPANCY EXISTS, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER PRIOR TO INSTALLATION. THE CONTRACTOR SHALL PROVIDE A COMPLETE AND OPERATIONAL SYSTEM BASED ON THE DESIGN INTENT OF THE DRAWINGS AND SPECIFICATIONS.
3. PROVIDE SUBMITTALS ON ALL MATERIALS AND EQUIPMENT TO BE INSTALLED FOR REVIEW BY THE ARCHITECT AND ENGINEER. ALL MATERIALS AND EQUIPMENT SHALL BE PER THE SPECIFICATIONS AND DRAWINGS AND SHALL BE PROVIDED IN ACCORDANCE WITH ALL APPLICABLE CODES AND STANDARDS.
   A. SHOP DRAWINGS
   B. PRODUCT DATA SHEETS
   C. SAMPLES
   D. MANUFACTURER'S INSTRUCTIONS
   E. MAINTENANCE DATA
   F. WARRANTY

   SUBMITTAL DATA SHALL BE SUBMITTED AFTER CONTRACTS HAVE BEEN AWARDED AND PRIOR TO FABRICATION. INSTALLATION OF MATERIAL REQUIRING REVIEW AND APPROVAL BY THE ARCHITECT/ENGINEER PRIOR TO SUBMITTALS SHALL BE AT CONTRACTOR'S RISK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL QUANTITIES AND CONFIGURATIONS OF DEVICES AND EQUIPMENT FOR A COMPLETE AND OPERATIONAL EQUIPMENT REGARDLESS OF INCOMPLETE OR INACCURATE SUBMITTALS.
4. PROVIDE AND SUBMIT AS-BUILT DOCUMENTS THAT INCLUDE ACCURATE ROUTINGS OF ALL UNDERGROUND WORK AND ALL ABOVE GROUND PIPING.
5. PROVIDE BOUND OPERATIONAL AND MAINTENANCE MANUALS CONTAINING THE EQUIPMENT DATA, MANUFACTURER'S INSTALLATION, OPERATING, MAINTENANCE, REPAIR PARTS MANUAL FOR EACH SYSTEM COMPONENT, TEST REPORTS, AND AS-BUILT TEMPERATURE CONTROL DIAGRAMS.
6. VOLUNTARY ALTERNATES MAY BE SUBMITTED FOR CONSIDERATION ON THE PROPOSAL, WITH LISTED ADDITION OR DEDUCTIONS TO THE BASE BID, BUT WILL NOT AFFECT THE AWARDING OF THE CONTRACT. THE BASE BID MUST BE IN ACCORDANCE WITH THE MATERIALS AND PRODUCTS SPECIFIED.
7. OBTAIN AND PAY FOR ALL PERMITS (TEMPORARY AND PERMANENT), FEES, AND INSPECTIONS AS REQUIRED BY ANY APPLICABLE LAWS AND ORDINANCES. POST SUCH PERMITS AND INSPECTION CERTIFICATES IN A PROMINENT PLACE ADJACENT TO THE WORK. DELIVER ALL CERTIFICATES OF FINAL INSPECTION OR APPROVAL TO THE ARCHITECT/ENGINEER. DO NOT COVER ANY CONCEALED WORK UNTIL FINAL INSPECTION HAS BEEN MADE AND APPROVAL CERTIFICATES OBTAINED.
8. DELIVER PIPES AND TUBES WITH FACTORY-APPLIED END CAPS. MAINTAIN END CAPS THROUGH SHIPPING, STORAGE, AND HANDLING TO PREVENT PIPE END DAMAGE AND TO PREVENT ENTRANCE OF DIRT, DEBRIS, AND MOISTURE. STORE PLASTIC PIPES PROTECTED FROM DIRECT SUNLIGHT. SUPPORT PIPING AND TO PREVENT SAGGING AND BENDING.
9. PROVIDE ALL INDIRECT DRAIN PIPING FROM EQUIPMENT.
10. PROVIDE CHLORINATION, TESTING, ADJUSTMENT, AND CLEANING OF ALL SYSTEMS AND EQUIPMENT.
11. PROVIDE ALL CUTTING, PATCHING, AND RESTORATION OF WALLS, FLOORS, AND PARTITIONS AS REQUIRED TO COMPLETE THE MECHANICAL SCOPE OF WORK. ALL ROOF WORK SHALL BE COORDINATED AND PAID FOR BY THE CONTRACTOR TO MAINTAIN EXISTING WARRANTIES.
12. PROVIDE A UL CLASSIFIED FIRE STOPPING SYSTEM FOR MECHANICAL PENETRATIONS THROUGH RATED WALL AND FLOORS TO MAINTAIN THE FIRE RATING.
13. IT SHALL BE THE RESPONSIBILITY OF EACH CONTRACTOR TO STUDY THE ARCHITECTURAL, STRUCTURAL, ELECTRICAL, AND MECHANICAL DRAWINGS, CONFERRING WITH THE VARIOUS TRADES INVOLVED AND CHECKING WITH THE SUPPLIER OF EQUIPMENT IN ORDER TO PROPERLY ROUGH-IN ALL EQUIPMENT.
14. ALL MATERIAL AND EQUIPMENT SHALL BE NEW AND OF THE BEST QUALITY USED FOR THE PURPOSE IN GOOD COMMERCIAL PRACTICE. THE MATERIAL AND EQUIPMENT MUST MEET THE APPROVAL OF STATE AND LOCAL CODES IN THE AREA IT IS BEING USED.
15. NO MATERIALS CONTAINING ASBESTOS IN ANY FORM SHALL BE ALLOWED. NO SOLDER OR FLUX CONTAINING LEAD SHALL BE USED. ALL VALVES AND FIXTURES SHALL COMPLY WITH NSF LEAD-FREE REQUIREMENTS.
16. CONTRACTOR SHALL GUARANTEE ALL WORK INSTALLED BY THEM OR THEIR SUBCONTRACTORS TO BE FREE FROM DEFECT IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM DATE OF FINAL ACCEPTANCE OF THE WORK, UNLESS A LONGER PERIOD IS STIPULATED UNDER A SPECIFIC SECTION. CONTRACTOR SHALL REPAIR OR REPLACE AT NO ADDITIONAL COST TO THE OWNER, ANY MATERIAL OR EQUIPMENT DEVELOPING DEFECTS AND SHALL ALSO MAKE GOOD ANY DAMAGE CAUSED BY SUCH DEFECTS OR THE CORRECTION OF DEFECTS. REPAIRS OR REPLACEMENTS SHALL BEAR ADDITIONAL GUARANTEE, AS ORIGINALLY CALLED FOR, AND DATED FROM THE FINAL ACCEPTANCE OF THE REPAIR OR REPLACEMENT. THIS REQUIREMENT SHALL BE BINDING EVEN THOUGH IT WILL EXCEED PRODUCT GUARANTEES NORMALLY FURNISHED BY SOME MANUFACTURERS. CONTRACTOR SHALL SUBMIT HIS OWN AND EACH EQUIPMENT MANUFACTURERS WRITTEN CERTIFICATES, WARRANTING THAT EACH ITEM OF THE EQUIPMENT FURNISHED COMPLIES WITH ALL REQUIREMENTS OF THE DRAWINGS AND SPECIFICATIONS. NOTE THAT GUARANTEE SHALL RUN FROM DATE OF FINAL ACCEPTANCE OF THE WORK, NOT FROM THE DATE OF INSTALLATION OF A DEVICE OR PIECE OF EQUIPMENT.
17. PROVIDE ONE YEAR WARRANTY ON ALL LABOR AND MATERIALS UNLESS NOTED OTHERWISE.
18. PLUMBING CONTRACTOR SHALL NOT KNOWINGLY INSTALL WORK THAT IS IN ERROR.
19. CONTRACTOR SHALL VISIT THE SITE PRIOR TO SUBMITTING PROPOSAL AND EXAMINE AND VERIFY EXISTING CONDITIONS. ADDITIONAL CHARGES WILL NOT BE ALLOWED DUE TO FAILURE TO COMPLETE SITE VISIT OR TO INCLUDE NECESSARY MATERIALS AND LABOR TO COMPLETE THE WORK. PROPOSAL BEING SUBMITTED IMPLIES SITE VISIT HAS OCCURRED AND CONTRACTOR UNDERSTANDS THE CONDITIONS WHICH THE WORK WILL BE CONDUCTED.
20. ANY CONFLICT WITHIN THE DOCUMENTS SHALL BE INCLUDED WITH THE HIGHEST COST.
21. PRIOR TO START OF CONSTRUCTION, CONTRACTOR SHALL VERIFY THAT SYSTEMS CAN BE INSTALLED AS DESIGNED WITHOUT TRAPPING OR INTERFERING WITH COLUMNS, BEAMS, PIPING, FIXTURES, ETC. NOTIFY THE ENGINEER OF ANY NECESSARY MAJOR DEVIATION FOR ADJUSTMENT, AT NO INCREASE IN CONTRACT PRICE. UPON DETERMINATION OF EQUIPMENT TO BE PROVIDED FOR THE JOB, THE CONTRACTOR SHALL VERIFY AND COORDINATE THE DIMENSIONS WITH ALL OTHER TRADES. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CHANGE AS NECESSARY (THROUGH THE ENGINEER) ALL REQUIRED OPENINGS SUCH THAT CURBS, ELECTRICAL SUPPORT STEEL, ETC. WILL FIR THE EQUIPMENT. ANY ADDITIONAL COSTS WILL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. IF ADDITIONAL WIRING, PIPING CONTROLS, ETC. ARE REQUIRED FOR EQUIPMENT, THIS CONTRACTOR SHALL INCLUDE THE COST IN THEIR PRICE. DIMENSIONS, ELEVATIONS, AND RELATIVE LOCATIONS OF EXISTING EQUIPMENT, PIPES, DUCTS, FIXTURES, ETC. AS SHOWN ON DRAWINGS ARE TAKEN FROM AS-BUILT AND RECORD DRAWINGS AND ARE DEEMED RELIABLE AS GENERAL LAYOUT IS CONCERNED. THESE DIMENSIONS SHALL NOT BE USED FOR LAYOUT DRAWINGS FOR DETAILING OF COMPONENTS. THE CONTRACTOR SHALL PROVIDE ALL MEASUREMENTS, DETERMINATION OF EXACT ELEVATION OF LOCATIONS, ASCERTAINING ACCURACY OF ALL GIVEN ELEVATIONS AND DIMENSIONS TO INSURE PROPER COORDINATION OF ALL EQUIPMENT, DUCTWORK, PIPING, ETC.
22. CONTRACTOR SHALL PROVIDE FIELD TESTING, CHECK-OUT AND SYSTEM DEMONSTRATION TO OWNER TO ASSURE PROPER PERFORMANCE AND ADJUSTMENT OF ITEMS PROVIDED UNDER THE CONTRACT. REMOVE ALL DEBRIS CREATED BY THE CONSTRUCTION WORK AND CLEAN ALL EQUIPMENT, AIR DEVICES, ETC. INSIDE AND OUTSIDE. PROVIDE HARDBOUND BINDER WHICH INCLUDES COPIES OF EACH SHOP DRAWING, PREVENTATIVE MAINTENANCE PROCEDURES, OPERATION AND INSTRUCTION MANUALS, LITERATURE SUPPLIED WITH EQUIPMENT, AND A LIST OF ALL CONTRACTOR'S PURCHASE ORDER WITH SUPPLIERS, NAMES, ADDRESSES AND PHONE NUMBERS, FOR ALL MATERIALS. PROVIDE AT LEAST 2 HOURS OF INSTRUCTION TO PERSONNEL SELECTED BY THE OWNER, TO FAMILIARIZE THEM WITH THE LOCATION OF SIGNIFICANT EQUIPMENT, TRAIN THEM ON EQUIPMENT FUNCTIONS, REVIEW MAINTENANCE PROCEDURES AND COORDINATE INFORMATION AVAILABLE IN THE CLOSE-OUT BINDER.

VALVES

1. INSTALL VALVES WHERE INDICATED ON THE DRAWINGS. VALVES SHALL COMPLY WITH NSF 61 AND NSF 372 FOR POTABLE WATER SYSTEMS.
2. GENERAL DUTY VALVES SHALL BE SUBJECT TO COMPLIANCE WITH REQUIREMENTS AND SHALL BE ONE OF THE FOLLOWING MANUFACTURERS: APOLLO, NIBCO, OR MILWAUKEE.
   A. BRONZE BALL VALVES SHALL BE MSS SP-110, TWO-PIECE, FULL PORT, WITH STAINLESS STEEL TRIM.
   B. HOSE END DRAIN VALVES SHALL BE MSS SP-110, FULL-PORT BALL VALVES WITH 400 PSIG MINIMUM CWP, ¾ INCH.

HANGERS AND SUPPORTS

1. HANGER AND SUPPORT INSTALLATION SHALL COMPLY WITH MSS SP-69 AND MSS SP-89 (MANUFACTURERS STANDARDIZATION SOCIETY FOR THE VALVE AND FITTINGS INDUSTRY INC).
2. THE USE OF "C" CLAMPS AND BEAM CLAMPS OF A "C" PATTERN AND ANY MODIFICATION THEREOF IS PROHIBITED FOR 2-1/2 INCHES AND LARGER.
3. STEEL PIPE HANGERS AND SUPPORTS: COMPLY WITH MSS SP-58, TYPES 1 THROUGH 58, FACTORY FABRICATED COMPONENTS. STEEL PIPE HANGERS AND SUPPORTS SHALL BE SUBJECT TO COMPLIANCE WITH REQUIREMENTS AND SHALL BE ONE OF THE FOLLOWING MANUFACTURERS: B-LINE SYSTEMS, GRINNELL CORP., ERICO/MICHIGAN HANGER COMPANY, PHD MANUFACTURING, OR PHS INDUSTRIES.
4. TRAPEZE PIPE HANGERS: COMPLY WITH MSS SP-69, TYPE 59, SHOP- OR FIELD-FABRICATED PIPE-SUPPORT ASSEMBLY MADE FROM STRUCTURAL-STEEL SHAPES WITH MSS SP-58 HANGER RODS, NUTS, SADDLES, AND U-BOLTS.
5. METAL FRAMING SYSTEMS: COMPLY WITH MFMA-3 SHOP- OR FIELD-FABRICATED PIPE-SUPPORT ASSEMBLY MADE OF STEEL CHANNELS AND OTHER COMPONENTS WITH FACTORY STANDARD FINISH OR COPPER PLATED WHEN SUPPORT ELEMENTS WILL BE IN CONTACT WITH COPPER PIPING. METAL FRAMING SYSTEMS SHALL BE SUBJECT TO COMPLIANCE WITH REQUIREMENTS AND SHALL BE ONE OF THE FOLLOWING MANUFACTURERS: B-LINE SYSTEMS, ERICO/MICHIGAN HANGER COMPANY, OR UNISTRUT CORPORATION.
6. THERMAL-HANGER SHIELD INSERTS: 100-PSIG-MINIMUM, COMPRESSIVE-STRENGTH INSULATION INSERT ENCASED IN SHEET METAL SHIELD. INSULATION INSERT MATERIAL FOR COLD WATER PIPING SHALL BE WATER-REPELLENT TREATED, ASTM C 533, TYPE 1 CALCIUM SILICATE OR ASTM C522, TYPE II CELLULAR GLASS WITH VAPOR BARRIER. INSULATION INSERT MATERIAL FOR HOT WATER PIPING SHALL BE WATER-REPELLENT TREATED, ASTM C 533, TYPE 1 CALCIUM SILICATE OR ASTM C522, TYPE II CELLULAR GLASS. TRAPEZE AND CLAMPED SYSTEMS SHALL HAVE INSERT AND SHIELD COVER ENTIRE CIRCUMFERENCE OF THE PIPE. CLEVIS AND BAND HANGERS SYSTEMS SHALL HAVE INSERT AND SHIELD COVER 180 DEGREES OF THE PIPE. THE INSERT LENGTH SHALL EXTEND TWO INCHES BEYOND THE SHEET METAL SHIELD.
7. MECHANICAL-EXPANSION ANCHORS SHALL BE INSERT-WEDGE-TYPE STAINLESS STEEL, FOR USE IN HARDENED PORTLAND CEMENT CONCRETE WITH PULL-OUT, TENSION, AND SHEAR CAPACITIES APPROPRIATE FOR SUPPORTED LOADS AND BUILDING MATERIALS WHERE USED. FASTENER SYSTEMS SHALL BE SUBJECT TO COMPLIANCE WITH REQUIREMENTS AND SHALL BE ONE OF THE FOLLOWING MANUFACTURERS: B-LINE SYSTEMS, HILTI, MKT FASTENING, OR POWERS FASTENERS.

MECHANICAL INSULATION

1. ALL INSULATION SHALL COMPLY WITH NFPA 90A AND B. INSULATION INSTALLED INDOORS SHALL HAVE A FLAME-SPREAD INDEX OF 25 OR LESS AND A SMOKE-DEVELOPED INDEX OR 50 OR LESS. INSULATION INSTALLED OUTDOORS SHALL HAVE A FLAME-SPREAD INDEX OF 75 OR LESS AND A SMOKE-DEVELOPED INDEX OR 150 OR LESS.
2. INSULATION THICKNESS SHALL COMPLY WITH ASHRAE/IES STANDARD 90.1 CURRENT CODE ENFORCED EDITION.
3. ALL INSULATED SYSTEMS SHALL BE INSULATED COMPLETELY INCLUDING THROUGH PENETRATIONS, VALVE BODIES, AND AREAS OF EQUIPMENT NOT PROVIDED WITH FACTORY INSTALLED INSULATION.
4. PIPING INSULATION:
   A. PIPING INSULATION: MINERAL-FIBER, PREFORMED PIPE INSULATION SHALL BE MINERAL OR GLASS FIBERS BONDED WITH A THERMOSETTING RESIN. COMPLYING WITH ASTM C547, TYPE I, GRADE A, WITH A FACTORY-APPLIED ASJ-SSL JACKET. THERMAL CONDUCTIVITY RANGE OF 0.22-0.28 (BTU"IN)/(H*FT^2*F). INSULATION SHALL BE SUBJECT TO COMPLIANCE WITH REQUIREMENTS AND SHALL BE ONE OF THE FOLLOWING MANUFACTURERS UNLESS OTHERWISE NOTED: FIBREX INSULATIONS (COREPLUS 1200), JOHNS MANVILLE (MICRO-LOK), KNAUF INSULATION (1000-DEGREE PIPE INSULATION, MANSON INSULATION (ALLEY-K), OR OWENS CORNING (FIBERGLAS PIPE INSULATION).
5. INSULATION JACKETS
   A. PIPING LOCATED WITHIN MECHANICAL ROOMS OR EXPOSED IN FINISH SPACES SHALL HAVE PVC JACKETS MANUFACTURED FROM HIGH-IMPACT, GLOSS WHITE, UV-RESISTANT POLYVINYL. MINIMUM JACKETING THICKNESS SHALL BE 20 MIL FOR INDOOR APPLICATIONS. PVC JACKETS SHALL BE JOHNS MANVILLE "ZESTON 2000 PVC", OR APPROVED EQUAL.
   B. PIPING LOCATED EXTERIOR SHALL BE INSTALLED PER MECHANICAL DETAILS. EXTERIOR PIPING SHALL HAVE ALUMINUM JACKETS FIELD OR FACTORY APPLIED, SEALED, AND MADE OF 0.016 INCH THICK SHEET, SMOOTH FINISH, WITH LONGITUDINAL SLIP JOINTS AND 2" LAPS, DIE SHAPED FITTING COVERS WITH FACTORY ATTACHED PROTECTIVE LINER.

PLUMBING PIPING

1. ALL PIPING AND JOINING METHODS SHALL BE PROVIDED AS SPECIFIED. ALL PIPING SHALL BE TESTED IN ACCORDANCE TO APPLICABLE CODES. ALL PIPING SHALL NOT BE CONCEALED OR INSULATED UNTIL APPROPRIATE INSPECTIONS BY AUTHORITIES HAVING JURISDICTION HAVE BEEN COMPLETED.
2. SANITARY AND VENT PIPING:
   A. SANITARY, VENT, STORM, AND STORM OVERFLOW PIPING SHALL COMPLY WITH ASTM A 888 OR CISPI 301. PIPE SHALL BE CAST VERTICALLY OR BY CENTRIFUGAL PROCESS AND THE INSIDE AND OUTSIDE DIAMETERS SHALL BE CONCENTRIC, SMOOTH, AND FREE FROM CRACKS, SAND HOLES, AND OTHER DEFECTS. SHIELD COUPLINGS SHALL BE A ASTM C 1277 ASSEMBLY OF 304 STAINLESS-STEEL SHIELD, STAINLESS-STEEL BANDS AND TIGHTENING DEVICES, AND ASTM C 564, RUBBER SLEEVE. COUPLINGS 4 INCHES IN SIZE AND SMALLER SHALL CONSIST OF A 3 INCH WIDE SHIELD WITH 4 CLAMPS. COUPLINGS 5 INCHES THROUGH 10 INCHES IN SIZE SHALL CONSIST OF 4 INCH WIDE SHIELD WITH 6 CLAMPS. FLEXIBLE, NONPRESSURE PIPE COUPLINGS SHALL COMPLY WITH ASTM C 1173, ELASTOMERIC, SLEEVE-TYPE, REDUCING OR TRANSITION PATTERN. INCLUDE SHEAR RING, ENDS OF SAME SIZES AS PIPING TO BE JOINED, AND CORROSION-RESISTANT-METAL TENSION BAND AND TIGHTENING MECHANISM ON EACH END.
   B. INSTALL CAST-IRON SOIL PIPING ACCORDING TO CISPI'S "CAST IRON SOIL PIPE AND FITTINGS HANDBOOK," CHAPTER IV, "INSTALLATION OF CAST IRON SOIL PIPE AND FITTINGS."
   C. INSTALL ENCASEMENT ON UNDERGROUND PIPING ACCORDING TO ASTM A 674 OR AWWA C105.
   D. INSTALL PIPING WITH 1 PERCENT SLOPES IN THE DIRECTION OF FLOW UNLESS OTHERWISE NOTED UTILIZING APPROPRIATE BRANCH AND BENDS PROVIDING CLEAN OUTS AS REQUIRED.
   E. PROVIDE SLEEVE AND MECHANICAL SLEEVE SEALS AT ALL EXTERIOR AND SLAB ON GRADE PENETRATIONS.
3. DOMESTIC COLD WATER PIPING:
   A. ABOVEGROUND DOMESTIC WATER PIPING, NPS 4 AND SMALLER, SHALL BE HARD COPPER TUBE, ASTM B 88, TYPE L; WROUGHT-COPPER SOLDER-JOINT FITTINGS; AND SOLDERED JOINTS.
4. DRINKING FOUNTAIN DRAIN PIPING:
   A. EQUIPMENT DRAIN PIPING SHALL BE TYPE DWV, DRAWN-TEMPER COPPER TUBING, WROUGHT-COPPER FITTINGS, AND SOLDERED JOINTS.
5. DOMESTIC WATER PIPING SPECIALTIES.
   A. DOMESTIC WATER PIPING DEVICES AND SPECIALTIES SHALL BE SUBJECT TO COMPLIANCE WITH REQUIREMENTS AND SHALL BE ONE OF THE FOLLOWING MANUFACTURERS: BELL & GOSSETT OR TACO.
   B. FLEXIBLE CONNECTORS SHALL BE STAINLESS STEEL BELLOW TYPE WITH A CWP RATING OF 150 PSIG AND A MAXIMUM OPERATING TEMPERATURE OF 250 DEGREES.

PLUMBING FIXTURES

1. URINALS
   A. ALL URINALS SHALL COMPLY WITH ASME A112.19.2/CSA B45.1 AND ASME A112.19.5. PROVIDE VITREOUS CHINA, SIPHON JET, WALL HUNG, BACK OUTLET, TOP SPUD URINAL AND WASTE FITTING COMPLYING WITH ASME A 112.18.2 AND ASME A112.6.1M, TYPE I, URINAL CARRIER WITH FIXTURE SUPPORT PLATES AND COUPLING WITH SEAL AND FIXTURE BOLTS AND HARDWARE MATCHING FIXTURE. SUBJECT TO COMPLIANCE WITH REQUIREMENTS, PROVIDE PRODUCTS BY ONE OF THE FOLLOWING: AMERICAN STANDARD, KOHLER, OR ZURN.
2. WATER CLOSETS
   A. ALL WATER CLOSETS SHALL COMPLY WITH ASME A112.19.2/CSA B45.1 AND ASME A112.19.5. PROVIDE VITREOUS CHINA, SIPHON JET, ELONGATED WATER CLOSET WITH TOP SPUD AND BOWL TO DRAIN CONNECTION FITTING COMPLYING WITH ASME A 112.4.3. REFER TO FIXTURE SCHEDULE FOR HEIGHT. SUBJECT TO COMPLIANCE WITH REQUIREMENTS, PROVIDE PRODUCTS BY ONE OF THE FOLLOWING: AMERICAN STANDARD, KOHLER, OR ZURN.
3. WATER CLOSET FLUSH VALVE
   A. EXPOSED, LEVER-HANDLE, CHROME PLATED, BRASS BODY, CORROSION RESISTANT FLUSH VALVE SHALL COMPLY WITH ASME ASSE1037, HAVE A MINIMUM PRESURE RATING OF 125 PSIG AND FEATURE INTEGRAL CHECK STOP AND BACKFLOW PREVENTION DEVICE AND MINIMUM NSP 1 INLET AND NPS 1-1/4 OUTLET. SUBJECT TO COMPLIANCE WITH REQUIREMENTS, PROVIDE PRODUCTS BY ONE OF THE FOLLOWING: AMERICAN STANDARD, KOHLER, SLOAN, OR ZURN.
4. URINAL FLUSH VALVE
   A. EXPOSED, LEVER-HANDLE, CHROME PLATED, BRASS BODY, CORROSION RESISTANT FLUSH VALVE SHALL COMPLY WITH ASME ASSE1037, HAVE A MINIMUM PRESURE RATING OF 125 PSIG AND FEATURE INTEGRAL CHECK STOP AND BACKFLOW PREVENTION DEVICE AND MINIMUM NSP 3/4 INLET AND NPS 3/4 OUTLET. SUBJECT TO COMPLIANCE WITH REQUIREMENTS, PROVIDE PRODUCTS BY ONE OF THE FOLLOWING: AMERICAN STANDARD, KOHLER, SLOAN, OR ZURN.
5. TOILET SEAT
   A. SUBJECT TO COMPLIANCE WITH REQUIREMENTS, PROVIDE PRODUCTS BY ONE OF THE FOLLOWING: AMERICAN STANDARD, BEMIS MANUFACTURING, CENTOCO, CHURCH SEATS, KOHLER, OR ZURN.
6. LAVATORIES
   A. ALL FAUCETS SERVING POTABLE WATER SHALL BE NSF 372 RATED.
   B. FAUCETS SHALL BE MANUAL METERING-TYPE, WITH SOLID BRASS VALVE AND INCLUDE COLD WATER INDICATOR. FAUCET WILL COMPLY WITH ASME A112.18.1 AND UL 1951. THE ELECTRICAL COMPONENTS AND ACCESSORIES WILL BE LISTED AND LABELED AS DEFINED IN NFPA 70, BY A QUALIFIED TESTING AGENCY, AND MARKED FOR INTENDED LOCATION AND APPLICATION. CONTRACTOR WILL COORDINATE SUPPLIES AND FIXTURE HOLE PUNCHINGS WITH BASIN PRIOR TO PURCHASE.
   C. BASIN WILL BE VITREOUS CHINA, OVAL UNDERMOUNT SINK WITH DRAIN LOCATION NEAR BACK OF COMPARTMENT AND FRONT OVERFLOW. SUBJECT TO COMPLIANCE WITH REQUIREMENTS, PROVIDE PRODUCTS BY ONE OF THE FOLLOWING: AMERICAN STANDARD, KOHLER, OR ZURN.
   D. SUPPLY FITTINGS WILL BE CHROME PLATES BRASS COMPRESSION STOP WITH INLET CONNECTION MATCHING WATER SUPPLY PIPING TYPE AND SIZE, LOOSE KEY OPERATION, NPS ½ RISERS, AND COMPLY WITH ASME A112.18.1.
   E. WASTE FITTINGS WILL BE 1-1/2" CHROME PLATED, TWO PIECE, CAST BRASS TRAP AND GROUND JOINT SWIVEL ELBOW WITH 0.032 INCH THICK BRASS TUBE TO WALL AND CHROME PLATED BRASS OR STEEL WALL FLANGE AND WILL COMPLY WITH ASME A112.18.2. PROVIDE GRID TYPE DRAIN WITH NPS 1-1/2 OFFSET AND STRAIGHT TAILPIECE.
   F. INSTALL WALL FLANGES OR ESCUTCHEONS AT PIPING WALL PENETRATIONS IN EXPOSED, FINISHED LOCATIONS. USE DEEP-PATTERN ESCUTCHEONS IF REQUIRED TO CONCEAL PROTRUDING FITTINGS.
   G. SEAL JOINTS BETWEEN LAVS AND COUNTERS, FLOORS, AND WALLS USING SANITARY-TYPE, ONE-PART, MILDEW-RESISTANT SILICONE SEALANT. MATCH SEALANT COLOR TO FIXTURE COLOR.
   H. INSTALL WATER-SUPPLY PIPING WITH STOP ON EACH SUPPLY TO EACH SINK FAUCET. INSTALL STOPS IN LOCATIONS WHERE THEY CAN BE EASILY REACHED FOR OPERATION.
   I. INSTALL PROTECTIVE SHIELDING PIPE COVERS AND ENCLOSURES ON EXPOSED SUPPLIES AND WASTE PIPING OF ACCESSIBLE SINKS. SUBJECT TO COMPLIANCE WITH REQUIREMENTS, PROVIDE PRODUCTS BY ONE OF THE FOLLOWING: TRUEBRO OR ZURN.
   J. WHERE INSTALLING PIPING ADJACENT TO FIXTURES, ALLOW SPACE FOR SERVICE AND MAINTENANCE.

DRINKING FOUNTAINS

1. DRINKING FOUNTAINS SHALL BE SUBJECT TO COMPLIANCE WITH REQUIREMENTS AND SHALL BE ONE OF THE FOLLOWING MANUFACTURERS UNLESS OTHERWISE NOTED: ELKAY, HALSEY TAYLOR, OR HAWS.
2. DRINKING FOUNTAINS SHALL COMPLY WITH ASME A112.19.3/CSA B45.4, NSF 61, AND NSF 372. PROVIDE ONE BUBBLER WITH ADJUSTABLE STREAM REGULATOR ON EACH CABINET DECK WITH PUSH BUTTON CONTROL. PROVIDE WITH DRAIN TUBE AND HOSE END DRAIN DOWN VALVE. PROVIDE COMPLETE WITH SUPPLY, DRAIN AND WASTE FITTING AND ASME A112.6.1M, TYPE III LAVATORY CARRIER.

ADJUSTING

1. OPERATE AND ADJUST FIXTURES AND CONTROLS. REPLACE DAMAGED AND MALFUNCTIONING FIXTURES, FITTINGS, AND CONTROLS.

FIELD QUALITY CONTROL

1. PERFORM THE FOLLOWING TESTS AND INSPECTIONS:
   A. PIPING INSPECTIONS:
      A. DO NOT ENCLOSE, COVER, OR PUT PIPING INTO OPERATION UNTIL IT HAS BEEN INSPECTED AND APPROVED BY AUTHORITIES HAVING JURISDICTION.
      B. DURING INSTALLATION, NOTIFY AUTHORITIES HAVING JURISDICTION AT LEAST ONE DAY BEFORE INSPECTION MUST BE MADE. PERFORM TESTS SPECIFIED BELOW IN PRESENCE OF AUTHORITIES HAVING JURISDICTION.
         1) ROUGHING-IN INSPECTION: ARRANGE FOR INSPECTION OF PIPING BEFORE CONCEALING OR CLOSING IN AFTER ROUGHING IN AND BEFORE SETTING FIXTURES.
         2) FINAL INSPECTION: ARRANGE FOR AUTHORITIES HAVING JURISDICTION TO OBSERVE TESTS SPECIFIED IN PIPING TESTS SUBPARAGRAPH BELOW AND TO ENSURE COMPLIANCE WITH REQUIREMENTS.
      C. REINSPECTION: IF AUTHORITIES HAVING JURISDICTION FIND THAT PIPING WILL NOT PASS TESTS OR INSPECTIONS, MAKE REQUIRED CORRECTIONS AND ARRANGE FOR REINSPECTION.
      D. REPORTS: PREPARE INSPECTION REPORTS AND HAVE THEM SIGNED BY AUTHORITIES HAVING JURISDICTION.
   B. PIPING TESTS:
      A. FILL DOMESTIC WATER PIPING. CHECK COMPONENTS TO DETERMINE THAT THEY ARE NOT AIR BOUND AND THAT PIPING IS FULL OF WATER.
      B. TEST FOR LEAKS AND DEFECTS IN NEW PIPING AND PARTS OF EXISTING PIPING THAT HAVE BEEN ALTERED, EXTENDED, OR REPAIRED. IF TESTING IS PERFORMED IN SEGMENTS, SUBMIT A SEPARATE REPORT FOR EACH TEST, COMPLETE WITH DIAGRAM OF PORTION OF PIPING TESTED.
      C. LEAVE NEW, ALTERED, EXTENDED, OR REPLACED DOMESTIC WATER PIPING UNCOVERED AND UNCONCEALED UNTIL IT HAS BEEN TESTED AND APPROVED. EXPOSE WORK THAT WAS COVERED OR CONCEALED BEFORE IT WAS TESTED.
      D. CAP AND SUBJECT PIPING TO STATIC WATER PRESSURE OF 50 PSIG ABOVE OPERATING PRESSURE, WITHOUT EXCEEDING PRESSURE RATING OF PIPING SYSTEM MATERIALS. ISOLATE TEST SOURCE AND ALLOW IT TO STAND FOR 4 HOURS. LEAKS AND LOSS IN TEST PRESSURE CONSTITUTE DEFECTS THAT MUST BE REPAIRED.
      E. REPAIR LEAKS AND DEFECTS WITH NEW MATERIALS, AND RETEST PIPING OR PORTION THEREOF UNTIL SATISFACTORY RESULTS ARE OBTAINED.
      F. PREPARE REPORTS FOR TESTS AND FOR CORRECTIVE ACTION REQUIRED.
2. DOMESTIC WATER PIPING WILL BE CONSIDERED DEFECTIVE IF IT DOES NOT PASS TESTS AND INSPECTIONS.
3. PREPARE TEST AND INSPECTION REPORTS.

CLEANING

1. CLEAN AND DISINFECT POTABLE DOMESTIC WATER PIPING AS FOLLOWS:
   A. PURGE NEW PIPING AND PARTS OF EXISTING PIPING THAT HAVE BEEN ALTERED, EXTENDED, OR REPAIRED BEFORE USING.
   B. USE PURGING AND DISINFECTING PROCEDURES PRESCRIBED BY AUTHORITIES HAVING JURISDICTION; IF METHODS ARE NOT PRESCRIBED, USE PROCEDURES DESCRIBED IN EITHER AWWA C651 OR AWWA C652 OR FOLLOW PROCEDURES DESCRIBED BELOW:
      A. FLUSH PIPING SYSTEM WITH CLEAN, POTABLE WATER UNTIL DIRTY WATER DOES NOT APPEAR AT OUTLETS.
      B. FILL AND ISOLATE SYSTEM ACCORDING TO EITHER OF THE FOLLOWING:
         1) FILL SYSTEM OR PART THEREOF WITH WATER/CHLORINE SOLUTION WITH AT LEAST 50 PPM OF CHLORINE. ISOLATE WITH VALVES AND ALLOW TO STAND FOR 24 HOURS.
         2) FILL SYSTEM OF PART THEREOF WITH WATER/CHLORINE SOLUTION WITH AT LEAST 200 PPM OF CHLORINE. ISOLATE AND ALLOW TO STAND FOR 3 HOURS.
      C. FLUSH SYSTEM WITH CLEAN, POTABLE WATER UNTIL NO CHLORINE IS IN WATER COMING FROM SYSTEM AFTER THE STANDING TIME.
      D. REPEAT PROCEDURES IF BIOLOGICAL EXAMINATION SHOWS CONTAMINATION.
      E. SUBMIT WATER SAMPLES IN STERILE BOTTLES TO AUTHORITIES HAVING JURISDICTION.
   C. PREPARE AND SUBMIT REPORTS OF PURGING AND DISINFECTING ACTIVITIES. INCLUDE COPIES OF WATER SAMPLE APPROVALS FROM AUTHORITIES HAVING JURISDICTION.
   D. CLEAN INTERIOR OF DOMESTIC WATER PIPING SYSTEM. REMOVE DIRT AND DEBRIS AS WORK PROGRESSES.
2. FIXTURE CLEANING AND PROTECTION
   A. AFTER COMPLETING INSTALLATION OF FIXTURES, INSPECT AND REPAIR DAMAGED FINISHES.
   B. CLEAN FIXTURES, FAUCETS, AND OTHER FITTINGS WITH MANUFACTURERS' RECOMMENDED CLEANING METHODS AND MATERIALS.
   C. PROVIDE PROTECTIVE COVERING FOR INSTALLED FIXTURES AND FITTINGS.
   D. DO NOT ALLOW USE OF FIXTURES FOR TEMPORARY FACILITIES UNLESS APPROVED IN WRITING BY OWNER.

PLUMBING FIXTURES SCHEDULE

FIXTURE	CONNECTION SIZES				NOTES
	SAN	VENT	TRAP	DCW	
DRINKING FOUNTAIN

CONTRACT DOCUMENTS

LOONFEATHER POINT PARK IMPROVEMENTS

YPSILANTI CHARTER TOWNSHIP

MARCH 2021

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March 2021
Stantec Project No.: 2075154400



CONTRACT DOCUMENTS
FOR
LOONFEATHER POINT PARK IMPROVEMENTS
FOR
YPSILANTI CHARTER TOWNSHIP

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PART III

DRAWINGS

All drawings under this Contract have the following general caption:

LOONFEATHER POINT PARK IMPROVEMENTS

YPSILANTI CHARTER TOWNSHIP

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DRAWING	SHEET NO.	SHEET TITLE
CIVIL		
G-001	01	COVER SHEET
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PART I
CONTRACT FORMS

ADVERTISEMENT FOR PROPOSALS

PROJECT: LOONFEATHER POINT PARK IMPROVEMENTS

BIDS OPENING DATE: Wednesday, April 28, 2021 at 10:00 AM, local time

OWNER: Ypsilanti Charter Township, 7200 S. Huron River Drive, Ypsilanti, Michigan 48197

LOCATION/NAME: Ypsilanti, Michigan

BRIEF DESCRIPTION: This project consists of renovation of Loon Feather Point Park. Work includes rehabilitation of an existing asphalt shared use pathway and construction of a new concrete sidewalk to meet ADA requirements, installation of a new rain garden, ADA seating areas, and rehabilitation of an existing gatehouse, two existing pavilions and an existing restroom building.

LOCATION OF BID OPENING: Ypsilanti Charter Township, 7200 S. Huron River Drive, Ypsilanti, Michigan 48197

SPECIAL INSTRUCTIONS:

QUESTIONS: Any questions regarding the project shall be brought to the attention of Claire Martin at Stantec Consulting Michigan Inc., in writing at claire.martin@stantec.com. Questions by telephone calls are prohibited. Questions will not be accepted if received less than seven (7) calendar days before the bids are due.

PROPOSAL SUBMITTAL: All bids shall be submitted in a sealed envelope and shall contain, as a minimum, all of the following: Bidder's Qualification and Experience Statement (QES-1-4), Proposal (P-1-4), Designation of Major Subcontractors and Suppliers (MS-1-2), Legal Status of Bidder (LS-1), Bid Certification (BC-1).

BID SECURITY: Each Proposal shall be accompanied by a cashier's check, certified check, money order or bid bond, payable to the OWNER, in an amount not less than five percent (5%) of the amount of the Proposal, as a Bid Security. The Bid Security of the Bidders under consideration will be returned after approval of the Contract by the OWNER. All others will be returned after the Proposal opening.

CONTRACT SECURITY: The successful Bidder will be required to furnish a satisfactory Performance Bond and Labor and Material Bond, each in the amount of One Hundred Percent (100%) of the Contract.

PROPOSAL WITHDRAWAL: Withdrawal of any Proposal is prohibited for a period of 90 days after the actual date of the opening thereof.

OWNER'S RIGHTS: The OWNER reserves the right to accept any Proposal, to reject any or all Proposals, and to waive any irregularities in any Proposal, in the interest of the OWNER.

NON-DISCRIMINATION: Bidders shall not discriminate against any employees or firm due to origin, race, age, or physical conditions. CONTRACTOR and all subcontractors shall be an equal opportunity employer and comply with all requirements of 1976 PA 453 (Elliott-Larsen Civil Rights Act), the 1976 PA 220 (Persons with Disabilities Civil Rights Act), and the Executive Directive 2019-09, as amended.

HOW TO OBTAIN:

In light of the current COVID-19 pandemic, the project bid documents can only be obtained electronically from the office of the ENGINEER, by emailing a request to Sheri Winkler at Sheri.Winkler@stantec.com. Document requests shall indicate whether request is by: Prospective Bidder, Prospective Subcontractor, Prospective Supplier, or other.

AVAILABLE AFTER: Wednesday, March 31, 2021 after 2:00 PM, local time

APPLICABLE WAGE RATES: Ypsilanti Township has a Prevailing Wage Ordinance and a Living Wage Ordinance. Both apply to this project.

FUNDING SOURCE: Michigan Natural Resources Trust Fund is providing funding for this project. All relevant State requirements apply.

NOTE: The Bidder is advised that to submit a bid on this project, the Bidder should have received a set of Plans and Specifications from Stantec and be a registered Plan Holder.

PROPOSALS

Each Proposal shall be made on a form prepared therefore by the ENGINEER and included as one of the Contract Documents and shall be submitted in a sealed envelope bound together with the other Contract Documents except the Plans, bearing the title of the Project and the name of the Bidder.

DELIVERY OF PROPOSALS

Proposals shall be delivered by the time and to the place stipulated in the Advertisement for Proposals. It is the sole responsibility of the Bidder to see that his Proposal is received in proper time. Any Proposal received after the bid date and time specified in the Advertisement shall be returned to the Bidder unopened.

OPENING

Proposals will be opened and publicly read aloud at the time and place set forth in the Advertisement.

WITHDRAWAL BEFORE OPENING

Any Bidder may withdraw his Proposal, either personally or by email or written request, at any time prior to the scheduled time for Opening of Proposals.

DISCREPANCIES

In case of a difference between the stipulated amounts in the Proposal written in words and the stipulated amounts written in figures, the stipulated amounts written in words shall govern.

MODIFICATIONS

Proposals shall not contain any recapitulations of the work to be done. Alternate proposals will not be considered unless expressly requested. Oral proposals or modifications will not be considered. Conditional proposals or conditions attached to proposals shall have no force or effect.

EXAMINATION OF CONTRACT DOCUMENTS

Before submitting his Bid, each Bidder should:

(a) Examine the Contract Documents thoroughly;
(b) Visit the site to familiarize himself with local conditions that may in any manner affect performance of the work;
(c) Familiarize himself with Federal, State, and local laws, ordinances, rules, and regulations affecting performance of the work; and
(d) Carefully correlate his observations with the requirements of the Contract Documents.

Reference is made to the General Requirements (Division I) of the Specifications for the identification of those surveys and investigation reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the work which have been relied upon by ENGINEER in preparing the Drawings and Specifications. OWNER will make copies of such surveys and reports available to any Bidder requesting them. Before submitting his Bid, each Bidder will at his own expense make such additional survey and investigations as he may deem necessary to determine his Bid Price for performance of the work within the terms of the Contract Documents.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article.

COMPLETE WORK REQUIRED

It is the intent of the Contract Documents to provide that the Product to be supplied under this Proposal shall be complete and ready for use in every respect. Any minor items not specifically called for in the Plans or Specifications, but which are clearly necessary, are to be included at no increase in the Contract Price.

The Proposal shall include a sum to cover the cost of all items of work to be performed such that the Product to be supplied under this Proposal shall be complete and ready for use in every respect.

SUBCONTRACTORS: MATERIAL & EQUIPMENT QUOTATIONS

The Bidder to whom an Award is made will not be entitled to additional compensation or extension of time by reason of his failure to fully understand all subproposals or quotations.

The Bidder is responsible for all coordination between subcontractors and suppliers during the bidding and construction so that a complete project is furnished for the Contract Price and within the Contract Time. The completed project includes the furnishing of all equipment, accessories, and appurtenances necessary for the proper operation and maintenance of the Project.

AWARD OF CONTRACT

OWNER reserves the right to reject any and all Bids and waive any and all informalities, and the right to disregard all nonconforming or conditional Bids or counter proposals.

In evaluating Bids, OWNER shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the bid forms. He may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted as specified in the Supplementary Conditions or Specifications. He may conduct such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders, proposed subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to OWNER's satisfaction within the prescribed time. OWNER reserves the right to reject the Bid or any Bidder who does not pass any such evaluation to OWNER's satisfaction.

If a Contract is to be awarded, it will be awarded to the lowest responsible responsive Bidder. However, OWNER reserves the right to by-pass the low bidder and award a Contract in the best interest of the OWNER.

If the Contract is to be awarded, OWNER will give the apparent successful Bidder a Notice of Award.

Simultaneous with delivery of the executed counterparts of the Agreement to OWNER, the CONTRACTOR shall deliver to OWNER the required Contract Security.

INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents shall be submitted to ENGINEER in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than seven (7) days prior to the date of

Opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

ADDENDA

Any Addenda issued during the time of bidding or forming a part of the Contract Documents shall be included in the Proposal and shall be made a part of the Contract Documents. Receipt of each Addendum shall be acknowledged in the Proposal.

BID SECURITY

The amount and type of Bid Security is stated in the Invitation to Bid. The required security must be in the form of a certified or bank cashier's check made payable to OWNER or a Bid bond issued by a surety licensed to conduct business in the state where the Project is located and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. The Bid Security of the successful Bidder will be retained until he has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if he fails to execute and deliver the Agreement and furnish the required Contract Security within ten (10) days, Sundays and legal holidays excepted, of receipt of the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom OWNER believes to have a reasonable chance of receiving the Award may be retained by OWNER until the earlier of the seventh day after the executed Agreement is delivered by OWNER to CONTRACTOR and the required Contract security is furnished. Bid Security of other Bidders will be returned within seven (7) days of the Bid Opening. Separate Bid Security to be provided for each project awarded, if awarded separately.

CONTRACT TIME

The number of days for the Delivery of Work (the Contract Time) is set forth in the Bid Forms and will be included in the executed Agreement. Any provisions for liquidated damages are set forth in the Contract Documents.

REQUIREMENT FOR SIGNING PROPOSALS

Proposals which are not signed by the individual making them shall have attached thereto a Power of Attorney evidencing authority to sign the Proposal in the name of the person for whom it is signed.

Proposals which are signed by a partnership shall be signed by all of the partners or by an Attorney-in-Fact. If signed by an Attorney-in-Fact, there shall be attached to the Proposal a Power of Attorney evidencing authority to sign the Proposal, executed by the partners.

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

All Bidders shall complete the enclosed form entitled "Legal Status of Bidder".

BIDDERS INTERESTED IN MORE THAN ONE PROPOSAL

No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Proposal on this Project, unless Alternate Proposals are called for.

A person, firm, or corporation who has submitted a subproposal to a Bidder, or has quoted prices on materials and/or equipment to a Bidder, is not hereby disqualified from submitting a subproposal or quoting Prices to other Bidders.

EXECUTION OF AGREEMENT

The Bidder to whom an Award is made will be required to enter into a written Agreement in the form hereto annexed, within ten (10) days, Sundays and legal holidays excepted, after being notified of the acceptance of his Proposal and receipt by him of copies of the Contract Documents to be executed.

In case of failure to comply with this requirement, he shall be considered to have abandoned all rights and interest in the Award, his Proposal Guaranty may be declared forfeited to the OWNER and the Contract may be awarded to another.

INSURANCE

The successful Bidder will be required to carry insurance in the amounts and kinds specified in the General Conditions. Such insurance must be with companies and in a form satisfactory to the OWNER, and certificates of such insurance must be attached to each copy of the executed Contract Documents. These certificates shall contain a provision that coverages afforded under the policies will not be cancelled or materially changed unless at least thirty (30) days prior written notice has been given to the OWNER and ENGINEER, as evidenced by return receipt or registered or certified mail.

BONDS

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

1) Performance Bond in the amount of One Hundred Percent (100%) of the Contract Price to insure the completion of the entire Project according to the Contract Documents.

2) Labor and Material Bond in the amount of One Hundred Percent (100%) of the Contract Price for the protection of the OWNER and to secure payments of all labor, materials, and subcontractors according to the statute of the state at that time in effect.

3) Maintenance Bond in the amount of One Hundred Percent (100%) of the Contract Price to replace or repair any deficiencies in Labor or Material which shall occur on or before the first anniversary of final acceptance by OWNER.

COMPLIANCE WITH PERMITS

The successful Bidder shall comply with all required State and local construction permits and shall comply with all local building codes and inspection requirements.

NONDISCRIMINATION

Contracts for work under this Proposal will obligate the CONTRACTORS and Subcontractors not to discriminate in employment practices.

Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the Award of Contract.

Successful Bidders must, if requested, submit a list of all subcontractors who will perform work on the Project and written signed statements from authorized agents of the labor pools with which they will or may deal for employees on the work, together with supporting information to the effect that said labor pools' practices and policies are in conformity with Executive Order No. 11246, as amended, and that said labor pools will affirmatively cooperate in, or offer no hindrance to, the recruitment, employment, and equal treatment of employees seeking employment and performing work under the Contract, or a certification as to what efforts have been made to secure such statements when such agents or labor pools have failed or refused to furnish same prior to the Award of Contract.

Successful Bidders must be prepared to comply in all respects with the Labor Standards Contract provisions regarding nondiscrimination.

Successful Bidders must ensure the Contractor and all subcontractors comply with all requirements of 1976 PA 453 (Elliott-Larsen Civil Rights Act), the 1976 PA 220 (Persons with Disabilities Civil Rights Act), and the Executive Directive 2019-09, as amended.

HEALTH AND SAFETY

The successful Bidder shall comply with the Health and Safety Regulations, Chapter XVII of Title 29 CFR, Part 1926, as promulgated by the Department of Labor and/or applicable State and local safety and health regulations. All questions regarding compliance and enforcement, as well as requests for the regulations should be directed to the Department of Labor and/or local agencies.

SOIL EROSION AND SEDIMENTATION

The successful Bidder shall comply with the provisions of the "Soil Erosion and Sedimentation Control Act" of 1972 (Michigan P.A. 347, as amended), the "Inland Lakes and Streams Act" of 1972 (Michigan P.A. 346, as amended), and be in accordance with all applicable regulations, standards, and specifications as adopted by the local enforcing agencies.

LANDSCAPE RESTORATION WORK

To assure quality landscaping and lawn restoration work is completed on the project, the restoration contractor/subcontractor shall be named and approved at the time of contract award, and have a minimum of 5 years of experience with the main business of providing landscaping services.

END OF SECTION

BIDDER'S QUALIFICATION AND EXPERIENCE STATEMENT

The OWNER will require supporting evidence regarding Bidder's Qualifications and competency. The Bidder will be required to furnish all of the applicable information listed below and must be submitted with the sealed bid at the time of the Bid Opening. The Qualifications and Experience certificate must be type written and signed in ink.

QUALIFICATIONS AND EXPERIENCE CERTIFICATE

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Submitted To: _____

Address: _____

Submitted By: _____

Name: _____

Address: _____

Telephone No. _____ Fax No. _____

Principal Office: _____

Corporation: _____ Joint Venture: _____

Partnership: _____ Other: _____

Individual: _____

Name of Project: _____

Type of Work (File a separate form for each classification of work.)

General: _____

Landscape: _____

Other: _____(Please Specify)

ORGANIZATION

How many years has your organization been in business as a CONTRACTOR?

How many years has your organization been in business under its present business name?

Under what other or former names has your organization operated?

If your organization is a corporation, answer the following:

Date of Incorporation: _____

State of Incorporation: _____

President's Name: _____

Vice President's Name: _____

Secretary's Name: _____

Treasurer's Name: _____

If your organization is a partnership, answer the following:

Date of Organization: _____

Type of Partnership: _____

Name(s) of General Partner(s): _____

If your organization is individually owned, answer the following:

Date of Organization: _____

Name of OWNER: _____

If the form of your organization is other than those listed above describe it and name the principals:

LICENSING

List jurisdiction and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable:

List jurisdiction in which your organization's partnership or trade name is filed:

EXPERIENCE

List the categories of work that your organization normally performs with its own forces:

On a separate sheet, list major construction projects your organization has in progress, giving the name of project, OWNER, architect/ENGINEER, Contract amount, percent complete, and scheduled completion date.

On a separate sheet, list the major construction projects your organization has completed in the past five (5) years, giving the name of the project, OWNER, architect/ENGINEER, Contract amount, date of completion and percentage of the cost of the work performed with your own forces.

On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

CLAIMS AND SUITS (if the answer to any of the questions below is yes, please attach details)

Has your organization ever failed to complete any work awarded to it? _____

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or officers? _____

REFERENCES

Trade References: _____

Bank References: _____

Surety: _____

Name of Bonding Company:

_____

Name and Address of Agent:

_____

_____

_____

Signature: _____

Dated at: _____this_____day of_____, 20_____

Name of Organization: _____

By: _____

Title: _____

Mr/Mrs/Ms _____ being duly deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

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

Notary Public: _____

My Commission Expires: _____

IF THIS INFORMATION IS NOT SUBMITTED WITH THE SEALED BID AT THE TIME OF BID, THE BID WILL BE CONSIDERED INCOMPLETE.

PROPOSAL FOR
LOONFEATHER POINT PARK IMPROVEMENTS

TO YPSILANTI CHARTER TOWNSHIP:

The undersigned as Bidder hereby declares that this Proposal is made in good faith without fraud or collusion with any person or persons bidding on the same Contract; that he has read and examined the Advertisement, Information for Bidders, Proposal, General Conditions, Agreement, Forms of Bonds, Specifications and Plans, as prepared by the ENGINEERS, and understands all of the same; that he or his representative has made personal investigation at the site and has informed himself fully with regard to the conditions to be met in the execution of this Contract, and the undersigned proposes to furnish all labor, materials, tools, power, transportation, and construction equipment necessary for the construction of the Project and performing related work in full accordance with the aforesaid Contract Documents, including any and all addenda officially issued, the receipt of which is hereby acknowledged:

Addendum No./Dated	Date of Receipt	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

AWARD OF CONTRACT: The Contract will be awarded to the lowest responsive, responsible Bidder based on unit prices for all work as specified.

PROPOSAL PRICE: The Bidder agrees to complete the Project for the following unit prices:

Item No.	Item Description	Qty	Unit	Unit Price	Total Price
1.	General Conditions and Mobilization (10% max)	1	LS	$	$
2.	SESC Measures	1	LS	$	$
3.	Full Pavement Removal	100	SYD	$	$
4.	HMA Surface Removal	1,200	SYD	$	$
5.	Conc Ramp Removal	75	SYD	$	$
6.	Tree Removal (6” and greater)	3	EA	$	$
7.	Bench Removal	3	EA	$	$
8.	HMA Pathway Resurfacing	1,350	FT	$	$
9.	HMA Pathway with Base	165	FT	$	$
10.	Underdrain	800	FT	$	$
11.	Underdrain Outlet	2	EA	$	$
12.	Bollard	1	EA	$	$
13.	Concrete ADA Sidewalk	225	SYD	$	$
14.	Concrete ADA Ramp	25	SYD	$	$

Item No.	Item Description	Qty	Unit	Unit Price	Total Price
15.	Pathway ADA Railing	490	FT	$	$
16.	ADA Bench	3	EA	$	$
17.	ADA Picnic Table	1	EA	$	$
18.	Rain Garden with Overflow	2,250	SFT	$	$
19.	Security Camera	1	LS	$	$
20.	Pavilion A Rehabilitation	1	LS	$	$
21.	Pavilion B Rehabilitation	1	LS	$	$
22.	Gatehouse Rehabilitation	1	LS	$	$
23.	Restroom Building Rehabilitation	1	LS	$	$
24.	Cleanup and Demobilization	1	LS	$	$
TOTAL BID PRICE (ITEM NOS. 1 THROUGH 24):					**$**

TOTAL BID PRICE (ITEM NOS. 1 THROUGH 24)

_____ Dollars ($_____)
(Amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern).

The undersigned agrees that if the foregoing Proposal shall be accepted by the OWNER, he will, within ten (10) days (Sundays and legal holidays excepted) after receiving notice of such acceptance, enter into the attached form of Agreement and will complete the Project, ready for use, at the price and within the time stated in this Proposal, and that he will furnish the OWNER satisfactory Contract Bonds and certificates of insurance coverage.

The undersigned further agrees that if the foregoing Proposal shall be accepted, he will commence work immediately after the Contract has been awarded, the Agreement executed, and he has received a Notice to Proceed. The Project shall be completed in its entirety including final site restoration and clean-up on or before **October 1, 2021**.

The undersigned attaches hereto his Bid Security, as required by the Advertisement and Information for Bidders, and the undersigned agrees that in case he shall fail to fulfill his obligations under the foregoing Proposal and/or shall fail to furnish bonds, as specified, the OWNER may, at its option determine that the undersigned has abandoned his rights and interests in such Contract and that his Bid Security accompanying his Proposal has been forfeited to the said OWNER, but otherwise the Bid Security shall be returned to the undersigned upon the execution of the Contract and the acceptance of the bonds.

The undersigned also agrees that for each and every calendar day that he may be in default of substantial completion of the entire phase of work, ready for use, within the time specified in this Proposal or within the time to which said time of completion may be extended for good cause shown, the OWNER will suffer a damage of Eight Hundred Dollars ($800.00) per day and said OWNER shall be compensated therefore at the rate as liquidated damages in accordance with Article 1-B, Liquidated Damages, of the Agreement.

The Bidder shall acknowledge that he/she is an equal opportunity employer and that they do not discriminate against other firms due to race, age, gender or physical conditions.

In submitting this bid, it is understood that the right is reserved by the OWNER to accept any bid, to reject any or all bids, and to waive irregularities in bidding in the interest of the OWNER.

The Bidder has completed the accompanying "Legal Status" form.

Dated and Signed at_____

this, the _____day of _____, 20_____.

OFFICIAL ADDRESS	BIDDER'S NAME
_____	_____
_____	_____
_____	_____
	By
_____	_____
Telephone	Title

ADA COMPLIANCE UNDERSTANDING

All ADA slope guidelines presented in the plans are maximums that are not to be exceeded. It is recommended that for construction, the CONTRACTOR(S) shall not set grades or forms that exceed: 7.5% running slope and 1.5% cross slope for curb ramps, 1.5% slope in all directions for landings, 4.5% maximum running slope and 1.5% cross slope for pedestrian crosswalks and sidewalks, and 8.0% maximum running slope and 1.5% cross slope for ramps.

The plans include ADA details, and the plan sheets include grades for the CONTRACTOR to use in setting forms for the ADA landings, ramps, and sidewalks. These grades shall be used as a guide to the CONTRACTOR, but due to field conditions, some grades may have to be modified when the CONTRACTOR sets his forms.

It shall be the responsibility of the CONTRACTOR to provide ADA accessible ramps, landings as well as sidewalks for this project. Should the post ADA survey indicate that the ADA requirements have not been met, then the OWNER or OWNER's ENGINEER shall mark those areas that are out of ADA compliance. It is understood by the CONTRACTOR, as evidenced by the signature below, that the CONTRACTOR understands the ADA requirements and that if non-compliant ADA issues result, it will be the CONTRACTOR'S responsibility as part of the substantial completeness of the project to make the corrections required by the OWNER or the OWNER'S ENGINEER.

I the undersigned understand the ADA regulations and agree to deliver this project meeting all ADA requirements that are part of this project.

Dated and signed at

_____

this, the _____day of _____, 20___.

OFFICIAL ADDRESS	BIDDER'S NAME
_____	_____
_____	_____
_____	_____
	By
_____	_____
Telephone	Title

DESIGNATION OF MAJOR SUBCONTRACTORS AND SUPPLIERS

Each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the CONTRACTOR in or about the construction of the work in an amount in excess of two percent (2%) of the CONTRACTOR's total base bid; and (b) the portion of the work which will be done by each such subcontractor.

If the CONTRACTOR fails to specify a subcontractor for any portion of the work as above stated, he agrees to perform that work himself.

The CONTRACTOR shall not, without written consent of the OWNER, make any substitution, alterations, or additions to the following list of subcontractors that is made a part of this Bid.

The qualifications of each subcontractor/supplier will be presented to the ENGINEER for review and approval after a CONTRACTOR is selected. However, specific information may be requested from the Bidder prior to a CONTRACTOR being selected in order to aid in the evaluation of a responsive responsible Bidder.

Section of Work	Portion of Work to be Done	Name of Subcontractor	Address of Shop, Mill or Office
Asphalt Contractor			

Signed_____

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

A. GENERAL

The method of measurement and the basis of payment for each item in the Proposal will be as specified in the schedule attached. The items are generally grouped by the section of the Specifications under which the particular unit of work is detailed. There will be no payment allowed for any unit of work not specifically mentioned in the Proposal as a bid item, and any such unit of work not mentioned in the Proposal, but necessary for the completion of the Project, will be considered as incidental to the construction of the Project.

B. MEASUREMENT

Quantities of work completed under the Contract will be measured by the ENGINEER according to the United States standard measures. When tons are specified, the unit shall be the ton of 2,000 pounds. When measurements are stated in miles, stations, acres, they will be horizontal measurements unless specified otherwise. Where measurements are specified to be "in place," they will be taken along the actual surface of the completed item to obtain lineal, area, or volume measurements.

C. PAYMENT

In each and every instance in the schedule attached, where a Basis of Payment is specified, it shall be understood to be prefaced by the following statement, "The Contract unit price bid in the Proposal will be payment in full for all labor, materials, and equipment necessary to do the following according to the Plans and Specifications." Payment shall be made on the basis of the actual quantity of the item completed and accepted at the unit price for such item named in the Proposal.

MEASUREMENT AND PAYMENT SCHEDULE

ITEM IN PROPOSAL	METHOD OF MEASUREMENT	BASIS OF PAYMENT
General Conditions & Mobilization (10% max.)	By the unit lump sum (LS) for an amount no greater than 10% of the total Contract amount.	All general conditions and mobilization as shown on the Contract Documents.
SESC Measures	By the unit lump sum (LS).	Install, maintain, and remove silt fence, inlet filters, and other SESC Measures as required by the ENGINEER and shown on plans.
Full Pavement Removal	By the unit square yard (SYD).	Remove existing HMA and aggregate base as shown on plans.
HMA Surface Removal	By the unit square yard (SYD).	Remove existing HMA surface to existing aggregate base as shown on plans.
Conc Ramp Removal	By the unit square yard (SYD).	Remove concrete ramps as shown on plans. Includes sawcuts and curb ramp opening removals.
Bench Removal	By the unit each (EA).	Remove existing bench and footing as shown on plans.
Tree Removal (6” and larger)	By the unit each (EA).	Remove trees and stumps as indicated on the plans.
HMA Pathway Resurfacing	By the unit linear foot (FT).	Supplement existing aggregate base to meet required plan grades, compact to 95%, and install 8’ wide 2.5” lift of HMA pathway to ADA requirements as shown on plans.
HMA Pathway with Base	By the unit linear foot (FT).	Grade subbase to meet required plan grades. Install 9’ wide, 6” thick aggregate base and 8’ wide, 2.5” thick HMA section as indicated on the plans.
Underdrain	By the unit linear foot (FT).	Prepare underdrain 6A stone base and install 6” HDPE drainpipe as shown on plans.
Underdrain Outlet	By the unit each (EA).	Install outlet to constructed underdrain as shown on plans.
Bollard	By the unit each (EA).	Install bollard as shown on plans.
Concrete ADA Sidewalk	By the unit square yard (SYD).	Construct 5’ concrete sidewalk including aggregate base as shown on plans.
Concrete ADA Ramp	By the unit square yard (SYD).	Construct concrete ramp including aggregate base, level landing and detectable warning surface as shown on plans.
Pathway ADA Railing	By the unit linear foot (FT).	Install pathway railing at ADA ramp locations as shown on plans.
ADA Bench	By the unit each (EA).	Install bench and bench pad with ADA companion seat as shown on plans.

ITEM IN PROPOSAL	METHOD OF MEASUREMENT	BASIS OF PAYMENT
ADA Picnic Table	By the unit each (EA).	Install ADA picnic table as shown on plans.
Rain Garden with Overflow	By the unit square feet (SFT)	Install rain garden including manhole adjustment as shown on plans.
Security Camera	By the unit lump sum (LS).	Install security camera as shown on the plans.
Pavilion A Rehabilitation	By the unit lump sum (LS).	Rehabilitation as indicated in architectural drawings.
Pavilion B Rehabilitation	By the unit lump sum (LS).	Rehabilitation as indicated in architectural drawings.
Restroom Building Rehabilitation	By the unit lump sum (LS).	Rehabilitation as indicated in architectural drawings.
Gatehouse Rehabilitation	By the unit lump sum (LS).	Rehabilitation as indicated in architectural drawings.
Cleanup and Demobilization	By the unit lump sum (LS).	Cleanup, site restoration and demobilization.

END OF SECTION

NAME, ADDRESS, LEGAL STATUS,
AND SIGNATURE OF BIDDER

This Proposal is submitted in the name of:

(Print)_____

The undersigned hereby designates below his business address to which all notices directions or other communications may be served or mailed:

Street _____

City _____ State _____ Zip Code_____

Phone _____ Fax _____

The undersigned hereby declares that he has legal status checked below:

( ) INDIVIDUAL

( ) INDIVIDUAL DOING BUSINESS UNDER AN ASSUMED NAME

( ) CO-PARTNERSHIP

The Assumed Name of the Co-Partnership is registered in the County of _____, Michigan.

( ) CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF _____. The Corporation is:

( ) LICENSED TO DO BUSINESS IN MICHIGAN

( ) NOT NOW LICENSED TO DO BUSINESS IN MICHIGAN

The name, titles and home addresses of all persons who are officers or Partners in the organization are as follows:

NAME AND TITLE	HOME ADDRESS
_____	_____
_____	_____
_____	_____

Signed and Sealed this _____ day of _____, 20_____.

_____

By (Signature)

_____

Printed Name of Signer

_____

Title

BID CERTIFICATION

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment, or service, that it meets or exceeds all the specifications contained herein and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law, and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign for the bidder.

_____

Bidder

_____

Signature

_____

Title

_____

Date Certified

AGREEMENT

THIS AGREEMENT, made as of the _____ day of_____, 2021, by and between

YPSILANTI CHARTER TOWNSHIP

hereinafter called the OWNER, and_____

_____

hereinafter called the CONTRACTOR.

WITNESSETH, that whereas the OWNER intends to construct

LOONFEATHER POINT PARK IMPROVEMENTS

hereinafter called the Project, in accordance with the Plans, Specifications and other Contract Documents prepared by STANTEC CONSULTING of Ann Arbor, Michigan, hereinafter called the ENGINEER.

NOW, THEREFORE, the OWNER and CONTRACTOR for the considerations hereinafter set forth, agree as follows:

I. THE CONTRACTOR AGREES to furnish all the necessary labor, materials, equipment, tools, and services necessary to perform and complete, in a workmanlike manner, all work required for the construction of the Project, in strict compliance with the Contract Documents herein mentioned, which are hereby made a part of the Contract, including the following Addenda:

ADDENDUM NO.	DATED
_____	_____
_____	_____
_____	_____

A. Contract Time: Work under this Agreement shall be commenced upon receipt of Notice to Proceed. The undersigned further agrees that if the foregoing Proposal is awarded, the total for construction work shall be completed prior to **October 1, 2021**.

If the CONTRACTOR refuses or fails to prosecute the work, or any separate part thereof, with such diligence as will insure its completion, ready for use within the number of consecutive calendar days specified herein, or any extension thereof, or fails to complete said work within such time, the OWNER may, by written notice to the CONTRACTOR, terminate his right to proceed with the Project or such part of the Project as to which there has been delay. In such event the OWNER may take over the Project and prosecute the same to completion, by Contract or otherwise, and the CONTRACTOR and his Sureties shall be liable to the OWNER for any excess cost occasioned the OWNER thereby. If the CONTRACTOR's right to proceed

is so terminated, the OWNER may take possession of and utilize in completing the Project such materials, appliances, and plant as may be on the site of the Project and necessary, therefore.

B. Liquidated Damages: If the OWNER does not terminate the right of the CONTRACTOR to proceed, the CONTRACTOR shall continue the Project, in which event the actual damages for the delay will be impossible to determine and in lieu thereof, the CONTRACTOR shall pay the OWNER the sum of Eight Hundred Dollars ($800.00) per day, as fixed, agreed and liquidated damages for each consecutive calendar day of delay until the Project is completed, accepted, and the CONTRACTOR and his Sureties shall be liable for the amount thereof: Provided; however, that the right of the CONTRACTOR to proceed shall not be terminated or the CONTRACTOR charged with liquidated damages because of any delays in the completion of the Project due to unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to acts of God or of the public enemy, acts of the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays of Subcontractors due to such causes, if the CONTRACTOR shall, within ten (10) days from the beginning of any such delay (unless the OWNER shall grant a further period of time prior to the date of final settlement of the Contract) notify the OWNER in writing of the cause of delay who shall ascertain the facts and the extent of the delay and extend the time for completing the work, when in its judgment, the finds of fact justify such an extension and its findings of fact thereon shall be final and conclusive on the parties thereto.

C. Subcontractors: The CONTRACTOR agrees to bind every subcontractor by the terms of the Contract Documents. The Contract shall not be construed as creating any contractual relation between any Subcontractor and the OWNER.

II. THE OWNER AGREES to pay, and the CONTRACTOR agrees to accept, in full payment of the performance of this Contract, an amount to be determined by the actual constructed quantities and the Lump Sums set forth in the attached Proposal. This amount, excluding alternates, is:

TOTAL BID PRICE (ITEM NOS. 1 THROUGH 24):

_____ Dollars ($_____)
(Amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern).

in accordance with the provisions of the Contract Documents. Progress Payments will be made in accordance with the General Conditions.

III. CONTRACT DOCUMENTS: The Contract comprises the Contract Documents listed in the General Conditions of the Contract. In the event that any provision of one Contract Document conflicts with the provision of another Contract Document, the provision in that Contract Document first listed below shall govern, except as otherwise specifically stated:

A. Agreement (this instrument)

B. Modifications

C. Addenda to Contract Documents

D. Supplementary Conditions

E. Instructions to Bidders

F. General Conditions

G. Specifications

H. Drawings

IV. AUTHORITY AND RESPONSIBILITY OF THE ENGINEER: All work shall be done under the observation of the ENGINEER. The ENGINEER shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Plans and Specifications and all questions as to the acceptable fulfillment of the Contract on the part of the CONTRACTOR.

V. SUCCESSORS AND ASSIGNS: This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the OWNER and the CONTRACTOR respectively and his partners, successors, assigns and legal representatives. Neither the OWNER nor the CONTRACTOR shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

ATTEST

_____

_____
CONTRACTOR

_____
By

_____
Title

BUSINESS ADDRESS

_____

_____

_____
Telephone

_____
Fax

ATTEST

_____

_____
OWNER

_____
By

_____
Title

_____
Date

ATTEST

_____

_____
OWNER

_____
By

_____
Title

_____
Date

APPROVED AS TO FORM

_____
By the Attorney for Ypsilanti Charter Township

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT_____

_____

as Principal, hereinafter called the CONTRACTOR, and _____

as Surety, hereinafter called Surety, are held and firmly bound unto

YPSILANTI CHARTER TOWNSHIP

As obligee, hereinafter called the OWNER, in the amount of

_____ Dollars ($_____)
(Amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern).

for the payment, whereof the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the CONTRACTOR has, by a written Agreement dated _____, entered into a Contract with the OWNER for the construction of

LOONFEATHER POINT PARK IMPROVEMENTS

in accordance with Plans and Specifications prepared by STANTEC CONSULTING MICHIGAN INC., which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the CONTRACTOR shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject to, however, to the following conditions.

A. The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

B. Whenever the CONTRACTOR shall be, and declared by the OWNER to be, in default under the Contract, the OWNER having performed OWNER's obligations there under, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or

2. Obtain a bid or bids for submission to the OWNER for completing the Contract in accordance with its terms and conditions, and upon determination by the OWNER and Surety of the lowest responsible Bidder, arrange for a Contract between such Bidder and the OWNER, and make available as work progresses (even though there should be a default or

a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by the OWNER to the CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by the OWNER to the CONTRACTOR.

C. Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

D. No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators, or successors of the OWNER.

Signed and Sealed this _____ day of _____, 2021.

In the Presence of:

WITNESS *(fill in Contractor's name)*

_____ _____
Principal

_____ _____
Title

WITNESS

_____ _____
Surety

_____ _____
Title

_____ _____
Address of Surety

_____ _____
Bond No. City Zip Code

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS that_____

_____

as Principal, hereinafter called CONTRACTOR, and _____

as Surety, hereinafter called Surety, are held and firmly bound unto _____

YPSILANTI CHARTER TOWNSHIP

as Obligee, hereinafter called the OWNER for the use and benefit of claimants herein below defined, in the amount of

_____ Dollars ($_____)
(Amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern).

for the payment, whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has, by a written Agreement dated _____ entered into a Contract with the OWNER for

LOONFEATHER POINT PARK IMPROVEMENTS

in accordance with Plans and Specifications prepared by STANTEC CONSULTING MICHIGAN INC., which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the CONTRACTOR shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject; however, to the following conditions:

A. A claimant is defined as one having a direct contract with the CONTRACTOR or with a subcontractor of the CONTRACTOR for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.

B. The above named CONTRACTOR and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been Paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.

C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contract with the CONTRACTOR, shall have given written notice to any two (2) of the following: The Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim

is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the CONTRACTOR, OWNER, or Surety, at any place where an office is regularly maintained for the transaction of business or served in any manner in which legal process may be served in the state in which the aforesaid Project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which CONTRACTOR ceased work on said Contract, it being understood; however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof; such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law county or other political subdivision of the State in which the Project, or any part thereof, is situated; or in the United States District Court for the district in which the Project, or any part thereof, is situated; and not elsewhere.

3. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and Sealed this _____ day of _____, 2021.

In the Presence of:

WITNESS

(fill in Contractor's name)

_____

_____
Principal

_____

_____
Title

WITNESS

_____

_____
Surety

_____

_____
Title

_____

_____
Address of Surety

_____

_____
Bond No.

City Zip Code

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we _____

_____

hereinafter called the "Principal," and _____
hereinafter called the "Surety," are held and firmly bound unto

YPSILANTI CHARTER TOWNSHIP

as Obligee, for the just and full sum of

_____ Dollars ($_____)
(Amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern).

to the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above-named Principal was awarded a Contract by the OWNER

dated the _____ day of _____, 2021, for the construction of

LOON FEATHER POINT PARK IMPROVEMENTS

AND WHEREAS, this Contract was awarded upon the express condition that the Principal would furnish a one (1) year Maintenance Bond to repair or replace any deficiencies in Labor or Material.

NOW, THEREFORE, the condition of this obligation is such that if the above Principal shall replace such defective material and shall repair all defects due to defective workmanship which shall occur on or before the first anniversary of final acceptance by OWNER, then this obligation shall be void, otherwise to be and remain in full force, effect, and virtue.

Signed and Sealed this _____ day of _____, 2021.

In the Presence of:

WITNESS	*(fill in the Contractor's name)*
_____	_____
	Principal
_____	_____
	Title
_____	_____
	Surety
_____	_____
	Title
_____	_____
	Address of Surety
_____	_____
Bond No.	City Zip Code

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ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Agreement: The written agreement between OWNER and CONTRACTOR covering the work to be performed; other Contract Documents are attached to the Agreement.

Application for Payment: The form furnished by ENGINEER which is to be used by CONTRACTOR in requesting progress payments and which is to include the schedule of values required by Paragraph 14.1 and an affidavit of CONTRACTOR that progress payments theretofore received on account of the work have been applied by CONTRACTOR to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment.

Bid: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.

Bidder: Any person, firm, or corporation submitting a Bid for the work.

Bonds: Bid, performance and payment bonds, and other instruments of security, furnished by CONTRACTOR and his surety in accordance with the Contract Documents.

Change Order: A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion, or revision in the work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

Contract Documents: The Agreement, Addenda (whether issued prior to the Opening of Bids or the execution of the Agreement), Instructions to Bidders, CONTRACTOR's bid, the bonds, the Notice of Award, these General Conditions, the Supplementary Conditions, the Specifications, Drawings, and Modifications.

Contract Price: The total monies payable to CONTRACTOR under the Contract Documents.

Contract Time: The number of days stated in the Agreement for the Completion of the Work, computed as provided in Paragraph 17.2.

CONTRACTOR: The person, firm, or corporation with whom OWNER has executed the Agreement.

Day: A calendar day of twenty-four (24) hours measured from midnight to the next midnight.

Drawings (Plans): The Drawings, also commonly known or referred to as Plans, which show the character and Scope of Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

ENGINEER: The person, firm, or corporation named as such in the Agreement.

Field Order: A written order issued by ENGINEER which clarifies or interprets the Contract Documents in accordance with Paragraph 9.3 or orders minor changes in the work in accordance with Paragraph 10.2.

Modification: (a) A written amendment of the Contract Documents signed by both parties; (b) A Change Order; (c) A written clarification or interpretation issued by ENGINEER in accordance with Paragraph 9.3; or (d) A written order for a minor change or alteration in the work issued by ENGINEER pursuant to Paragraph 10.2. A Modification may only be issued after execution of the Agreement.

Notice of Award: The written notice by OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

Notice to Proceed: A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

OWNER: A public body or authority, corporation, association, partnership, or individual for whom the work is to be performed.

OWNER'S REPRESENTATIVE: The authorized representative of OWNER who is assigned to the project site or any part thereof.

Project: The entire construction to be performed as provided in the Contract Documents.

Resident Project Representative: The authorized representative of ENGINEER who is assigned to the Project site or any part thereof.

Shop Drawings: All Drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by CONTRACTOR, subcontractor, manufacturer, supplier, or distributor and which illustrate the equipment, material, or some portion of the work.

Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the work. The Specifications are customarily organized in 18 divisions in accordance with the Uniform System for Construction Specifications endorsed by the Construction Specifications Institute.

Subcontractor: An individual, firm, or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the work at the site.

Substantial Completion: The date as certified by ENGINEER when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due in accordance with Paragraph 14.13.

Work: Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment, and other incidentals, and the furnishing thereof.

ARTICLE 2 - PRELIMINARY MATTERS

Execution of Agreement

2.1. At least three counterparts of the Agreement and such other Contract Documents as practicable will be executed and delivered by CONTRACTOR to OWNER within ten days of the Notice of Award and the OWNER will execute and deliver one counterpart to CONTRACTOR within ten days of receipt of the executed Agreement from CONTRACTOR. ENGINEER will identify those portions of the Contract Documents not so signed and such identification will be binding on all parties. OWNER, CONTRACTOR, and ENGINEER shall each receive an executed counterpart of the Contract Documents and additional conformed copies as required.

Delivery of Bonds

2.2. When he delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as he may be required to furnish in accordance with Paragraph 5.1.

Copies of Documents

2.3. OWNER shall furnish to CONTRACTOR up to ten copies (unless otherwise provided in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the work. Additional copies will be furnished, upon request, at the cost of reproduction.

CONTRACTOR's Pre-Start Representations

2.4. CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect performance of the work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the General Requirements (Division 1) of the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

Commencement of Contract Time, Notice to Proceed

2.5. The Contract Time will commence to run on the thirtieth day after the day on which the executed Agreement is delivered by OWNER to CONTRACTOR; or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the ninetieth day after the day of Bid Opening or the thirtieth day after the day on which OWNER delivers the executed Agreement to CONTRACTOR. A Notice to Proceed may be given at any time within thirty days after the day on which OWNER delivers the executed Agreement to CONTRACTOR.

Starting the Project

2.6. CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No work shall be done at the site prior to the date on which the Contract Time commences to run.

Before Starting Construction

2.7. Before undertaking each part of the work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error, or discrepancy which he may discover; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error, or discrepancy in the Drawings or Specifications.

2.8. Within ten days after delivery of the executed Agreement by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER for approval, an estimated progress schedule indicating the starting and completion dates of the various stages of the work, and a preliminary schedule of shop drawing submissions.

2.9. Before starting the work at the site, CONTRACTOR shall furnish OWNER and ENGINEER Certificates of Insurance as required by Article 5. Within twenty days after delivery of the executed Agreement by OWNER to CONTRACTOR, but before starting the work at the site, a conference will be held to review the above schedules, to establish procedures for handling Shop Drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be OWNER or his representative, ENGINEER, Resident Project Representatives, CONTRACTOR, and his Superintendent.

ARTICLE 3 - CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS

3.1. It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR. They may be altered only by a Modification.

3.2. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to ENGINEER's attention in writing at once and before proceeding with the work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error, or discrepancy in the Specifications or Drawings. In resolving such conflicts, errors, and discrepancies, the Documents shall be given precedence in the following order: Agreement, Modifications, Addenda, Supplementary Conditions, Instructions to Bidders, General Conditions, Specifications, and Drawings. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings. Any work

that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials, or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

Availability of Lands

4.1. OWNER shall furnish, as indicated in the Contract Documents, and not later than the date when needed by CONTRACTOR, the lands upon which the work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise specified in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands or easements entitles him to an extension of the Contract Time, he may make a claim therefor as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions - Surveys and Reports

4.2. Reference is made to the General Requirements (Division 1) of the Specifications for identification of those surveys and investigation reports of subsurface and latent physical conditions at the Project site or otherwise affecting performance of the work which have been relied upon by ENGINEER in preparation of the drawings and Specifications.

Unforeseen Physical Conditions

4.3. CONTRACTOR shall promptly notify OWNER and ENGINEER in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. ENGINEER will promptly investigate those conditions and advise OWNER in writing if further surveys or subsurface tests are necessary. Promptly thereafter, OWNER shall obtain the necessary additional surveys and tests and furnish copies to ENGINEER and CONTRACTOR. If ENGINEER finds that the results of such surveys or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions.

Reference Points

4.4. OWNER shall provide engineering surveys for construction to establish reference points which in his judgment are necessary to enable CONTRACTOR to proceed with the work. CONTRACTOR shall be responsible for surveying and laying out the work (unless otherwise provided in the Supplementary Conditions), and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. He shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. CONTRACTOR shall replace and accurately relocate all reference points so lost, destroyed or moved.

4.5. All elevations shown on the Plans or referred to herein are in feet above mean sea level datum as established by the United States Geological Survey, unless otherwise noted. The CONTRACTOR shall verify all the existing structure locations and elevations at points of connection or possible interference between his

work and the existing structures and shall report at once to the ENGINEER any interferences or discrepancies discovered.

4.6. The CONTRACTOR shall cause to be replaced by a Registered Land Surveyor all survey monuments and/or property irons damaged or destroyed by his operations or the operations of his Subcontractor.

ARTICLE 5 - BONDS AND INSURANCE

Performance, Payment and Other Bonds

5.1. CONTRACTOR shall furnish performance and payment bonds as security for the faithful performance and payment of all his obligations under the Contract Documents. These bonds shall be in amounts at least equal to the Contract Price, and (except as otherwise provided in the Supplementary Conditions) in such form and with such sureties as are licensed to conduct business in the state where the Project is located and are named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

5.2. If the surety on any bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located, CONTRACTOR shall within five days thereafter substitute another bond and surety, both of which shall be acceptable to OWNER.

Insurance Required of the CONTRACTOR

5.3. Prior to commencement of the work, the CONTRACTOR shall purchase and maintain during the term of the Project such insurance as will protect him, the OWNER(s), OWNER'S REPRESENTATIVE and the ENGINEER(s) from claims arising out of the work described in this Contract and performed by the CONTRACTOR, Subcontractor(s), or Sub-subcontractor(s) consisting of:

5.3.1. Worker's Compensation Insurance including Employer's Liability to cover employee injuries or disease compensable under the Worker's Compensation Statutes of the states in which work is conducted under this Contract; disability benefit laws, if any; or Federal Compensation Acts such as U.S. Longshoremen or Harbor Workers, Maritime Employment, or Railroad Compensation Act(s), if applicable. Self-insurance plans approved by the regulatory authorities in the state in which work on this Project is performed are acceptable.

5.3.2. A Comprehensive General Liability policy to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, including the following exposures:

(a) all premises and operations;
(b) explosion, collapse, and underground damage;
(c) CONTRACTOR's Protective Coverage for independent CONTRACTORS and subcontractors employed by him;
(d) Contractual Liability for the obligation assumed in the indemnification or hold harmless agreement found in the General Conditions section of this Contract;
(e) the usual Personal Injury Liability endorsement with no exclusions pertaining to employment;
(f) products and completed operations coverage -- this coverage shall extend through the Contract Guarantee period.

5.3.3. A Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance, or use of any motor vehicle, including owned, non-owned, and hired vehicles. In light of standard policy provisions concerning:

(a) loading and unloading; and
(b) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that the Comprehensive General Liability and the Comprehensive Auto Liability be written by the same insurance carrier, though not necessarily in one policy.

5.3.4. The CONTRACTOR will purchase for the OWNER an OWNER's Protective Liability policy to protect the OWNER, the ENGINEER, their consultants, agents, employees, and such public corporations in whose jurisdiction the work is located for their contingent liability for work performed by the CONTRACTOR, the Subcontractor(s), and the Sub-subcontractor(s) under this Contract.

5.3.5. The CONTRACTOR shall purchase a Builder's Risk-Installation Floater in a form acceptable to the OWNER covering property of the Project for the full cost of replacement as of the time of any loss which shall include as named insureds:

(a) the CONTRACTOR;
(b) all Subcontractors;
(c) all Sub-subcontractors;
(d) the OWNER, the ENGINEER(s) or Architect(s);

as their respective interests may prove to be at the time of loss, covering insurable property which is the subject of this Contract, whether in place, stored at the job site, stored elsewhere, or in transit at the risk of the insured(s). Coverage shall be effected on an "All Risk" form including, but not limited to, the perils of fire, wind, vandalism, collapse, theft, and earthquake, with exclusions normal to the coverage. The CONTRACTOR may arrange for such deductibles as he deems to be within his ability of self-assume, but he will be held solely responsible for the amount of such deductible and for any non-insurance penalties. Any insured loss shall be adjusted with the OWNER and the CONTRACTOR and paid to the OWNER and CONTRACTOR as trustee for the other insureds.

5.3.6. Umbrella or Excess Liability: The OWNER or its representative may, for certain projects, require limits higher than those stated in Paragraph 5.4. which follows. The CONTRACTOR is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the CONTRACTOR's general liability and to his automobile liability insurance.

5.3.7. Railroad Protective Liability: Where such an exposure exists, the CONTRACTOR will provide coverage in the name of each railroad company having jurisdiction over rights-of-way across which work under the Contract is to be performed. The form of policy and the limits of liability shall be determined by the railroad company(ies) involved. See Supplemental General Conditions for limits and coverage requested.

Limits of Liability

5.4. The required limits of liability for insurance coverages requested in Paragraph 5.3 shall be NOT LESS than the following:

5.4.1. Worker's Compensation:

Coverage A - Compensation	Statutory
Coverage B - Employer's Liability	$500,000

5.4.2. Comprehensive General Liability:

Bodily Injury - Each Occurrence	$1,000,000
Bodily Injury - Aggregate (Completed Operations)	$1,000,000
Property Damage - Each Occurrence	$500,000
Property Damage - Aggregate	$1,000,000
or Combined Single Limit	$2,000,000

5.4.3. Comprehensive Automobile Liability:

Bodily Injury	$500,000
Property Damage	$200,000
or Combined Single Limit	$1,000,000

5.4.4. OWNER's Protective:

Bodily Injury - Each Occurrence	$1,500,000
Property Damage - Each Occurrence	$500,000
Property Damage - Aggregate	$1,000,000
or Combined Single Limit	$2,000,000

5.4.5. Builder's Risk-Installation Floater: Replacement Cost at Time of Loss

5.4.6. Umbrella or Excess Liability: $3,000,000

Insurance - Other Requirements

5.5. The following conditions shall also be required in regard to insurance coverage.

5.5.1. Notice of Cancellation or Intent Not to Renew: Policies will be endorsed to provide that at least 30 days written notice of cancellation or of intent not to renew shall be given to the OWNER and to the ENGINEER.

5.5.2. Evidence of Coverage: Prior to commencement of the work, the CONTRACTOR shall furnish to the OWNER, Certificates of Insurance in force on the OWNER's form of certificate provided. Other forms of certificate are acceptable only if:

(a) they include all of the items prescribed in the OWNER's form of certificate, including agreement to cancellation provisions outlined in Paragraph 5.5.1. above; and

(b) they have written approval of the OWNER and the ENGINEER. The OWNER reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "originally signed copies," and so designated.

5.5.3. Evidence of Insurance Required for the CONTRACTOR:

(1) Worker's Compensation and Employer's Liability Comprehensive General Liability including:

(a) all premises and operations;
(b) explosion, collapse, and underground damage;
(c) CONTRACTOR's Protective;

(d) Contractual Liability for obligations assumed in the Indemnification-Hold Harmless Agreement of this Contract;
(e) Personal Injury Liability;
(f) products and completed operations;

(2) Comprehensive Automobile Liability including owned, non-owned, and hired vehicles

(3) Umbrella or Excess Liability

5.5.4. Evidence of Insurance Required for the OWNER:

(a) OWNER's Protective Liability which names as insured(s) the OWNER, OWNER'S REPRESENTATIVE the ENGINEER(s), their consultants, agents, employees, and such public corporations in whose jurisdiction the work is located.

5.5.5. Evidence of Insurance Required for the CONTRACTOR and the OWNER:

(a) Builder's Risk-Installation Floater which names as insured(s) the OWNER; OWNER'S REPRESENTATIVE; the ENGINEER(s); their consultants, agents, and employees; the CONTRACTOR and all Subcontractors.

5.5.6. Qualification of Insurers: In order to determine financial strength and reputation of insurance carriers, all companies providing the coverages required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a financial rating not lower than XI and a Policyholder's service rating no lower than B+ as listed in A.M. Best's Key Rating Guide, current edition. Companies with ratings lower than B+:XI will be acceptable only upon written consent of the OWNER.

Additional Bonds and Insurance

5.6. Prior to delivery of the executed Agreement by OWNER to CONTRACTOR, OWNER may require CONTRACTOR to furnish such other bonds and such additional insurance, in such form and with such sureties or insurers as OWNER may require. If such other bonds or such other insurance is specified by written instructions given prior to Opening of Bids, the premiums shall be paid by CONTRACTOR; if subsequent thereto, they shall be paid by OWNER (except as otherwise provided in Article 11).

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence

6.1. CONTRACTOR shall supervise and direct the work efficiently and with his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but he shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished work complies accurately with the Contract Documents.

6.2. CONTRACTOR shall keep on the work site at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

Labor, Materials, and Equipment

6.3. CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. He shall at all times maintain good discipline and order at the site.

6.4. CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the work.

6.5. All materials and equipment shall be new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

6.6. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise provided in the Contract Documents.

Substitute Materials or Equipment

6.7. Whenever a material, article, or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality, and function may be considered.

The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price or Contract Time.

Concerning Subcontractors

6.8. CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. A Subcontractor or other person or organization identified in writing to OWNER and ENGINEER prior to the Notice of Award will be deemed acceptable to OWNER and ENGINEER. Acceptance of any Subcontractor, other person, or organization by OWNER or ENGINEER shall not constitute a waiver of any right of OWNER or ENGINEER to reject defective work or work not in conformance with the Contract Documents. If OWNER or ENGINEER after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR after the Notice of Award, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization against whom he has reasonable objection. CONTRACTOR shall not without the consent of OWNER and ENGINEER make any substitution for any CONTRACTOR, other person, or organization who has been accepted by OWNER and ENGINEER unless ENGINEER determines that there is good cause for doing so.

Nothing contained in these Contract Documents shall create any contractual relationship between the OWNER or ENGINEER and any Subcontractor or Sub-Subcontractor.

6.9. CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any monies due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific work done in accordance with the Schedule of Values.

6.10. The divisions and sections of the Specifications and the identifications of any drawings shall not control CONTRACTOR in dividing the work among Subcontractors or delineating the work to be performed by any specific trade.

6.11. CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER.

6.12. All work performed for CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance provided in accordance with Article 5 of these General Conditions, except such rights as they may have to the proceeds of such insurance held by OWNER as trustee under Paragraph 5.3.5.

Patent Fees and Royalties

6.13. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

Permits

6.14. CONTRACTOR shall obtain and pay for all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of his Bid. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall also pay all public utility charges.

Laws and Regulations

6.15. CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he shall give ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to ENGINEER, he shall bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules, and regulations.

Taxes

6.16. CONTRACTOR shall pay all sales, consumer use, and other Federal, State and Local taxes required to be paid by him in accordance with the law of the place where the work is to be performed.

Use of Premises

6.17. CONTRACTOR shall confine his equipment, the storage of materials and equipment, and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment. CONTRACTOR shall restore the areas to their original condition.

6.18. CONTRACTOR shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall he subject any part of the work to stresses or pressures that will endanger it.

Record Drawings

6.19. CONTRACTOR shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to ENGINEER and shall be delivered to him for OWNER upon completion of the Project. (Note: Further provisions in respect of such record Drawings may be included in the General Requirements (Division 1).)

Safety and Protection

6.20. CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

(a) all employees on the work and other persons who may be affected thereby;

(b) all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site;

(c) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards

for its safety and protection. He shall notify owners of adjacent utilities when prosecution of the work may affect them. All damage, injury or loss to any property referred to in Paragraph 6.20(b) or 6.20(c) caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR; except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with Paragraph 14.13 that work is acceptable.

6.21. CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

6.22. Neither OWNER nor ENGINEER shall be responsible for safety on the job. It is the CONTRACTOR's sole responsibility to comply with the rules and regulations of the Occupational Safety and Health Act (OSHA).

Emergencies

6.23. In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, CONTRACTOR without special instruction or authorization from ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury, or loss. He shall give ENGINEER prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefor as provided in Articles 11 and 12.

Shop Drawings and Samples

6.24. After checking and verifying all field measurements, CONTRACTOR shall submit to ENGINEER for approval, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.8) five copies (or at ENGINEER's option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of CONTRACTOR and identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction, and the like to enable ENGINEER to review the information as required.

6.25. CONTRACTOR shall also submit to ENGINEER for approval with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers, and the use for which intended.

6.26. At the time of each submission, CONTRACTOR shall in writing call ENGINEER's attention to any deviations that the Shop Drawing or sample may have from the requirements of the Contract Documents.

6.27. ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, but his review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make any corrections required by ENGINEER and shall return the required number of correct copies of Shop Drawings and resubmit new samples, until approved. CONTRACTOR shall direct specific attention in writing or on

resubmitted Shop Drawings to revisions other than the corrections called for by ENGINEER on previous submissions. CONTRACTOR's stamp of approval on any Shop Drawing or sample shall constitute a representation to OWNER and ENGINEER that CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or sample with the requirements of the work and the Contract Documents.

6.28. Where a Shop Drawing or sample submission is required by the Specifications, no related work shall be commenced until the submission has been approved by ENGINEER. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by CONTRACTOR at the site and shall be available to ENGINEER.

6.29. ENGINEER's approval of Shop Drawings or samples shall not relieve CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to such deviation at the time of submission and ENGINEER has given written approval to the specific deviation, nor shall any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings.

(Note: Further provisions in respect to Shop Drawings and samples may be included in the General Requirements (Division 1).)

Cleaning

6.30. CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work, and at the completion of the work he shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents. (Note: Further provisions in respect of cleaning may be included in the General Requirements (Division 1).)

Indemnification

6.31. CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their agents, directors, officers, and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense is:

(a) 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

(b) caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.32. In any and all claims against OWNER or ENGINEER or any of their agents or directors, officers, and employees by any employee of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.31 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR, or any Subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

6.33. The obligations of CONTRACTOR under Paragraph 6.30 shall not extend to the liability of ENGINEER, his agents or directors, officers, and employees arising out of:

(a) the preparation of approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

(b) the giving of or the failure to give directions or instructions by ENGINEER, his agents or directors, officers and employees provided such giving or failure to give is the primary cause of injury or damage.

ARTICLE 7 - WORK BY OTHERS

7.1. OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefor which shall contain General Conditions similar to these. CONTRACTOR shall afford the other CONTRACTORS who are parties to such direct contracts (or OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.

7.2. If any part of CONTRACTOR's work depends for proper execution or results upon the work of any such other CONTRACTOR (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure so to report shall constitute an acceptance of the other work as fit and proper for the relationship of his work except as to defects and deficiencies which may appear in the other work after the execution of his work.

7.3. CONTRACTOR shall do all cutting, fitting, and patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and of the other CONTRACTORS whose work will be affected.

7.4. If the performance of additional work by other CONTRACTORS or OWNER is not noted in the Contract Documents prior to the execution of the contract, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefor as provided in Articles 11 and 12.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1. OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration.

8.3. OWNER shall furnish the data required of him under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in Paragraphs 14.4 and 14.13.

8.4. OWNER's duties in respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of surveys and investigation reports of subsurface

and latent physical conditions at the site or otherwise affecting performance of the work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.5. OWNER's responsibilities in respect of liability and property insurance are set forth in Article 5.

8.6. In addition to his rights to request changes in the work in accordance with Article 10, OWNER (especially in certain instances as provided in Paragraph 10.4) shall be obligated to execute Change Orders.

8.7. OWNER's responsibility in respect of certain inspections, tests, and approvals is set forth in Paragraph 13.2.

8.8. In connection with OWNER's right to stop work or suspend work, see Paragraphs 13.8 and 15.1. Paragraph 15.2 deals with OWNER's right to terminate services of CONTRACTOR under certain circumstances.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

OWNER's Representative

9.1. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without written consent of OWNER and ENGINEER.

Visits to Site

9.2. ENGINEER will make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. His efforts will be directed toward providing assurance for OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep OWNER informed of the progress of the work and will endeavor to guard OWNER against defects and deficiencies in the work of CONTRACTORS.

Clarifications and Interpretations

9.3. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification and interpretation entitles him to an increase in the Contract Price, he may make a claim therefor as provided in Article 11.

Rejecting Defective Work

9.4. ENGINEER will have authority to disapprove or reject work which is "defective" (which term is hereinafter used to describe work that is unsatisfactory, faulty, or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of the inspection, test, or approval referred to in Paragraph 13.2 or has been damaged prior to approval of final payment). He will also have authority to require special inspection or testing of the work as provided in Paragraph 13.7, whether or not the work is fabricated, installed, or completed.

Shop Drawings, Change Orders, and Payments

9.5. In connection with ENGINEER's responsibility for Shop Drawings and samples, see Paragraphs 6.23 through 6.28 inclusive.

9.6. In connection with ENGINEER's responsibility for Change Orders, see Articles 10, 11, and 12.

9.7. In connection with ENGINEER's responsibilities in respect of Applications for Payment, etc., see Article 14.

Resident Project Representatives

9.8. If the OWNER authorizes the ENGINEER, the ENGINEER shall provide one or more full-time resident project representatives to assist the ENGINEER in carrying out his responsibilities at the site. The duties, responsibilities, and limitation of authority of any such resident project representative shall be to endeavor to further protect the OWNER against defects and deficiencies in the work. But the furnishing of such resident project representatives shall not make the ENGINEER responsible for construction means, methods, techniques, sequences, or procedures or for any safety precautions or programs in connection with the work.

Decisions on Disagreements

9.9. ENGINEER will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by both OWNER and CONTRACTOR. He will not show partiality to either and will not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes, and other matters relating to the execution and progress of the work or the interpretation of or performance under the Contract Documents shall be referred to ENGINEER for decision, which he will render in writing within a reasonable time.

Limitations on Engineer's Responsibilities

9.10. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any materialman, fabricator, supplier, or any of their agents or employees or any other person performing any of the work.

9.11. ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, and he will not be responsible for CONTRACTOR's failure to perform the work in accordance with the Contract Documents.

9.12. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or any Subcontractors, or any of his or their agents or employees, or any other persons at the site or otherwise performing any of the work.

ARTICLE 10 - CHANGES IN THE WORK

10.1. Without invalidating the Agreement, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the work; these will be authorized by Change Orders. Upon receipt of a Change

Order, CONTRACTOR shall proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.

10.2. ENGINEER may authorize minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If CONTRACTOR believes that any minor change or alteration authorized by ENGINEER entitles him to an increase in the Contract Price, he may make a claim therefor as provided in Article 11.

10.3. Additional work performed by CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency and as provided in Paragraphs 10.2 and 13.7.

10.4. OWNER shall execute appropriate Change Orders prepared by ENGINEER covering changes in the work to be performed as provided in Paragraph 4.3, and work performed in an emergency as provided in Paragraph 6.23 and any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by ENGINEER.

10.5. It is CONTRACTOR's responsibility to notify his Surety of any changes affecting the general Scope of Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation payable to CONTRACTOR for performing the work. All duties, responsibilities, and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to OWNER and ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data. Any claims, not delivered to OWNER or ENGINEER within forty-five days or within any additional period allowed by ENGINEER in writing, shall be forfeited by the CONTRACTOR and shall not be honored by the OWNER. All claims for adjustments in the Contract Price shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

11.3. The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

(a) where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved;

(b) by mutual acceptance of a lump sum;

(c) on the basis of the Cost of the Work (determined as provided in Paragraph 11.4.).

Cost of the Work

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the work. Except as may be otherwise agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 11.5.

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the work under schedules of job classifications agreed upon by OWNER and CONTRACTOR: Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the work. Payroll costs shall include, but not be limited to salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by the OWNER.

11.4.2. Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith: All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for work performed by Subcontractors: If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such bids to OWNER who will then determine with the advice of ENGINEER, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Cost of the Work shall be determined in accordance with Paragraphs 11.4 and 11.5. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including, but not limited to, ENGINEERS, architects, testing laboratories, surveyors, lawyers, and accountants) employed for services specifically related to the work.

11.4.5. Supplemental costs including the following:

(a) The proportion of necessary transportation, traveling and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the work;

(b) Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR;

(c) Sales, use or similar taxes related to the work, and for which CONTRACTOR is liable, imposed by any governmental authority;

(d) Deposits lost for causes other than CONTRACTOR's negligence, royalty payments and fees for permits and licenses;

(e) Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of and to the work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses,

damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's Fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in Paragraph 11.6.2;

(f) The cost of utilities, fuel and sanitary facilities at the site;

(g) Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the work;

(h) Cost of premiums for bonds and insurance which OWNER is required to pay.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, ENGINEERS, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the work and not specifically included in the schedule referred to in Subparagraph 11.4.1. -- all of which are to be considered administrative costs covered by the CONTRACTOR's Fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than his office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provided in Subparagraph 11.4.5(h).).

11.5.5. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 11.4.

11.5.7. Temporary shut down of work due to unknown existing condition. CONTRACTOR shall not charge OWNER for equipment of labor for idled operations due to unforseen condition at the work site.

CONTRACTOR's Fee

11.6. The CONTRACTOR's Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows:

11.6.1.A fixed mutually acceptable. If no mutually acceptable fixed fee can be agreed upon, then,

11.6.2.A fee based on the following percentages of the various portions of the Cost of the Work:

(a) for costs incurred under Paragraphs 11.4.1. and 11.4.2.; the CONTRACTOR's Fee shall be ten (10) percent;

(b) for costs incurred under Paragraph 11.4.3., the CONTRACTOR's Fee shall be five (5) percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten (10) percent; and

(c) no fee shall be payable on the basis of costs itemized under Paragraphs 11.4.4., 11.4.5., and 11.5.

11.7. The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

11.8. Whenever the cost of any work is to be determined pursuant to Paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

Cash Allowances

11.9. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the work so covered to be done by such materialmen, suppliers, or Subcontractors and for such sums within the limit of the allowances as ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

12.1. The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefor as provided in Paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate CONTRACTOR employed by OWNER, fires, floods, labor disputes, epidemics, abnormal weather conditions, or Acts of God.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee

13.1. CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all materials and equipment will be new unless otherwise specified and that all work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and of any inspections, tests, or approvals referred to in Paragraph 13.2. All unsatisfactory work, all faulty or defective work, and all work not conforming to the requirements of the Contract Documents at the time of acceptance thereof or of such inspections, tests, or approvals, shall be considered defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article 13.

Tests and Inspections

13.2. If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by some public body, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing, or approval. All other inspections, tests and approvals required by the Contract Documents shall be performed by organizations acceptable to OWNER and CONTRACTOR and the costs thereof shall be borne by CONTRACTOR unless otherwise specified.

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the work for all inspections, tests, or approvals. If any such work required so to be inspected, tested, or approved is covered without written approval of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation, and such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of his intention to cover such work and ENGINEER has not acted with reasonable promptness in response to such notice.

13.4. Neither observations by ENGINEER, nor inspections, tests, or approvals by persons other than CONTRACTOR shall relieve CONTRACTOR from his obligations to perform the work in accordance with the requirements of the Contract Documents.

Access to Work

13.5 ENGINEER and his representatives and other representatives of OWNER will at reasonable times have access to the work. CONTRACTOR shall provide proper and safe facilities for such access and observation of the work and also for any inspection or testing thereof by others.

Uncovering Work

13.6. If any work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for his observation and replaced at CONTRACTOR's expense.

13.7. If any work has been covered which ENGINEER has not specifically requested to observe prior to its being covered, or if ENGINEER considered it necessary or advisable that covered work be inspected or tested by others, CONTRACTOR at ENGINEER's request shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the work in question, furnishing all necessary labor, material, and equipment. If it is found that such work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection, and

testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor as provided in Articles 11 and 12.

OWNER May Stop the Work

13.8. If the work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, or if CONTRACTOR fails to make prompt payments to Subcontractors or for labor, materials, or equipment, OWNER may order CONTRACTOR to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

Correction or Removal of Defective Work

13.9. If required by ENGINEER prior to approval of final payment, CONTRACTOR shall promptly, without cost to OWNER and as specified by ENGINEER, either correct any defective work, whether or not fabricated, installed or completed, or, if the work has been rejected by ENGINEER, remove it from the site and replace it with nondefective work. If CONTRACTOR does not correct such defective work or remove and replace such rejected work within a reasonable time, all as specified in a written notice from ENGINEER, OWNER may have the deficiency corrected or the rejected work removed and replaced. All direct and indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR, and an appropriate deductive Change Order shall be issued. CONTRACTOR shall also bear the expenses of making good all work of others destroyed or damaged by his correction, removal or replacement of his defective work.

One-Year Correction Period

13.10. If, after the approval of final payment and prior to the expiration of one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective work, or, if it has been rejected by OWNER, remove it from the site and replace it with nondefective work. If CONTRACTOR does not promptly comply with the terms of such instructions, OWNER may have the defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

Acceptance of Defective Work

13.11. If, instead of requiring correction or removal and replacement of defective work, OWNER (and, prior to approval and final payment, also ENGINEER) prefers to accept it, he may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by CONTRACTOR to OWNER.

Neglected Work by CONTRACTOR

13.12. If CONTRACTOR should fail to prosecute the work in accordance with the Contract Documents, including any requirements of the progress schedule, OWNER, after seven days written notice to CONTRACTOR may, without prejudice to any other remedy he may have, make good such deficiencies and the cost thereof (including compensation for additional professional services) shall be charged against CONTRACTOR if ENGINEER approves such action, in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due CONTRACTOR are not sufficient to cover such amount, CONTRACTOR shall pay the difference to OWNER.

ARTICLE 14 - PAYMENTS AND COMPLETION

Schedules

14.1. At least ten days prior to submitting the first application for a progress payment, CONTRACTOR shall submit a progress schedule, a final schedule of Shop Drawing submissions and a schedule of values of the work. These schedules shall be satisfactory in form and substance to ENGINEER. The schedule of values shall include quantities and unit prices aggregating the Contract Price, and shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon approval of the schedules of values by ENGINEER, it shall be incorporated into the form of Application for Payment furnished by ENGINEER.

Application for Progress Payment

14.2. At least ten days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the work completed as of the date of the application and accompanied by such data and schedules as ENGINEER may reasonably require. If payment is requested on the basis of material and equipment not incorporated in the work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect his interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. Except where greater retention is necessary pursuant to definite circumstances specifically provided for in the construction contract, the following schedule of retained amounts from progress payments shall be followed:

(a) Not more than 10% of the dollar value of all work in place until work is 50% in place.

(b) After the work is 50% in place, additional retainage shall not be withheld unless the OWNER determines that the CONTRACTOR is not making satisfactory progress, or for other specific cause relating to the CONTRACTOR's performance under the Contract. If the OWNER so determines, the OWNER may retain not more than 10% of the dollar value of work more than 50% in place.

(c) The retained funds shall not exceed the pro rata share of the OWNER's matching requirement under the construction contract and shall not be co-mingled with other funds of the OWNER and shall be deposited in an interest bearing account in a regulated financial institution in this state wherein all such retained funds are kept by the OWNER which shall account for both retainage and interest on each construction contract separately. An OWNER is not required to deposit retained funds in an interest bearing account if the retained funds are to be provided under a state or federal grant and the retained funds have not been paid to the OWNER.

(d) Except as provided in 14.2.6 and 14.2.7, retainage and interest earned on retainage shall be released to the CONTRACTOR together with the final progress payment.

(e) At any time after 94% of work under the Contract is in place and at the request of the original CONTRACTOR, the OWNER shall release the retainage plus interest to the original CONTRACTOR only if the original CONTRACTOR provides to the OWNER an irrevocable letter of credit in the amount of the retainage plus interest, issued by a bank authorized to do business in this state, containing terms mutually acceptable to the CONTRACTOR and the OWNER.

14.2.1. If a dispute regarding a matter described in 14.2.2. arises, the CONTRACTOR and the OWNER shall designate an agent who has background, training, and experience in the construction of facilities similar to that which is the subject of the Contract, as follows:

(a) in an agreement reached within 10 days after a dispute arises;

(b) if an agreement cannot be reached within 10 days after a dispute arises, the OWNER shall designate an agent who has background, training, and experience in the construction of facilities similar to that which is the subject of the Contract and who is not an employee of the OWNER.

14.2.2. The OWNER may request dispute resolution by the agent regarding the following:

(a) at any time during the term of the Contract, to determine whether there has been a delay for reasons that were within the control of the CONTRACTOR, and the period of time that delay has been caused, continued, or aggravated by actions of the CONTRACTOR.

(b) at any time after 94% of work under the Contract is in place, whether there has been an unacceptable delay by the CONTRACTOR in performance of the remaining 6% of work under the Contract. The agent shall consider the terms of the Contract and the procedures normally followed in the industry and shall determine whether the delay was for failure to follow reasonable and prudent practices in the industry for completion of the project.

14.2.3. This dispute resolution process shall be used only for the purpose of determining the rights of the parties to retained funds and interest earned on retained funds and is not intended to alter, abrogate, or limit any rights with respect to remedies that are available to enforce or compel performance of the terms of the Contract by either party.

14.2.4. The agent may request and shall receive all pertinent information from the parties and shall provide an opportunity for an informal meeting to receive comments, documents, and other relevant information in order to resolve the dispute. The agent shall determine the time, place, and procedure for the informal meeting. A written decision and reasons for the decision shall be given to the parties within 14 days after the meeting.

14.2.5. The decision of the agent shall be final and binding upon all parties. Upon application of either party, the decision of the agent may be vacated by order of the circuit court only upon a finding by the court that the decision was procured by fraud, duress, or other illegal means.

14.2.6. If the dispute resolution results in a decision:

(a) that there has been a delay as described in 14.2.2.(a), all interest earned on retained funds during the period of delay shall become the property of the OWNER;

(b) that there has been unacceptable delay as described in 14.2.2.(b), the OWNER may contract with a subsequent CONTRACTOR to complete the remaining 6% of the work under the Contract, and interest earned on retained funds shall become the property of the OWNER. A subsequent

CONTRACTOR under this subdivision shall be paid by the OWNER from the following sources until each source is depleted, in the order listed below:

(1) the dollar value of the original Contract, less the dollar value of funds already paid to the original CONTRACTOR and the dollar value of work in place for which the original CONTRACTOR has not received payment;

(2) Retainage from the original CONTRACTOR, or funds made available under a letter of credit provided under 14.1.(e);

(3) interest earned on retainage from the original CONTRACTOR, of funds made available under a letter of credit provided under 14.1.(e).

14.2.7. If the OWNER contracts with a subsequent CONTRACTOR as provided in 14.2.6.(b), the final progress payment shall be payable to the original CONTRACTOR within the time period specified in 14.4.1. The amount of the final progress payment to the original CONTRACTOR shall not include interest earned on retained funds. The OWNER may deduct from the final progress payment all expenses of contracting with the subsequent CONTRACTOR. This act shall not impair the right of the OWNER to bring an action or to otherwise enforce a performance bond to complete work under a construction contract.

CONTRACTOR's Warranty of Title

14.3. CONTRACTOR warrants and guarantees that title to all work, material and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

Approval of Payments

14.4. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing his approval of payment and present the application to OWNER, or return the application to CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the application. OWNER shall, after presentation to him of an approved Application for Payment, pay CONTRACTOR the amount approved by ENGINEER as provided under 14.4.1.

14.4.1. Each progress payment requested, including reasonable interest if requested under 14.4.2. shall be paid within thirty (30) days after receipt by the OWNER of the Application for Payment.

14.4.2. Upon failure of the OWNER to make a timely progress payment pursuant to this section, the person designated to submit requests for progress payments may include reasonable interest on amounts past due in the next request for payment.

14.5. ENGINEER's approval of any payment requested in an Application for Payment will constitute a representation by him to OWNER, based on ENGINEER's on-site observations of the work in progress as an experienced and qualified design professional and on his review of the Application for Payment and the accompanying data and schedules that the work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval); and that CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment ENGINEER will not thereby be deemed to have represented that he made exhaustive or continuous on-site inspections to check the quality or the quantity of the work, or that he has reviewed the means,

methods, techniques, sequences, and procedures of construction, or that he has made any examination to ascertain how or for what purpose CONTRACTOR has used the monies paid or to be paid to him on account of the Contract Price, or that title to any work, materials, or equipment has passed to OWNER free and clear of any liens.

14.6. ENGINEER's approval of final payment will constitute an additional representation by him to OWNER that the conditions precedent to CONTRACTOR's being entitled to final payment as set forth in Paragraph 14.13 have been fulfilled.

14.7. ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to OWNER. He may also refuse to approve any such payment, or, because of subsequently discovered evidence of the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect OWNER from loss because:

(a) The work is defective, or completed work has been damaged requiring correction or replacement;

(b) Claims or liens have been filed or there is reasonable cause to believe such may be filed;

(c) The Contract Price has been reduced because of Modifications;

(d) OWNER has been required to correct defective work or complete the work in accordance with Paragraph 13.11; or

(e) Of unsatisfactory prosecution of the work, including failure to furnish acceptable submittals or to clean up.

Substantial Completion

14.8. Prior to final payment, CONTRACTOR may, in writing to OWNER and ENGINEER, certify that the entire Project is substantially complete and request that ENGINEER issue a Certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Project to determine the status of completion. If ENGINEER does not consider the Project substantially complete, he will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers the Project substantially complete, he will prepare and deliver to OWNER a tentative Certificate of Substantial Completion which shall fix the date of Substantial Completion and the responsibilities between OWNER and CONTRACTOR for maintenance, heat, and utilities. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment, and the certificate shall fix the time within which such items shall be completed or corrected, said time to be within the Contract Time. OWNER shall have seven days after receipt of the tentative certificate during which he may make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Project is not substantially complete, he will within fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR consideration of OWNER's objections, ENGINEER considers the Project substantially complete, he will within said fourteen days execute and deliver to OWNER and CONTRACTOR a definitive Certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as he believes justified after consideration of any objections from OWNER.

14.9. OWNER shall have the right to exclude CONTRACTOR from the Project after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

Partial Utilization

14.10. Prior to final payment, OWNER may request CONTRACTOR in writing to permit him to use a specified part of the Project which he believes he may use without significant interference with construction of the other parts of the Project. If CONTRACTOR agrees, he will certify to OWNER and ENGINEER that said part of the Project is substantially complete and request ENGINEER to issue a Certificate of Substantial Completion for that part of the Project which is substantially complete. Within a reasonable time thereafter OWNER, CONTRACTOR and ENGINEER shall make an inspection of that Part of the Project to determine its status of completion. If ENGINEER does not consider that it is substantially complete, he will notify OWNER and CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers that part of the Project to be substantially complete, he will execute and deliver to OWNER and CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, attaching thereto a tentative list of items to be completed or corrected before final payment and fixing the responsibility between OWNER and CONTRACTOR for maintenance, heat and utilities as to that part of the Project. OWNER shall have the right to exclude CONTRACTOR from any part of the Project which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

Final Inspection

14.11. Upon written notice from CONTRACTOR that the Project is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment

14.12. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents -- all as required by the Contract Documents -- he may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by such data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all liens arising out of the Contract Documents and the labor and services performed and the materials and equipment furnished thereunder. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material, and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which OWNER or his property might in anyway be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, materialman, fabricator, or supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a bond or other collateral satisfactory to OWNER to indemnify him against any lien.

Approval of Final Payment

14.13. If, on the basis of his observation and review of the work during construction, his final inspection and his review of the final Application for Payment -- all as required by the Contract Documents -- ENGINEER is satisfied that the work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, he will, within ten days after receipt of the final Application for Payment, indicate in writing his approval of payment and present the application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the work is acceptable subject to the provisions of Paragraph 14.16. Otherwise, he will return the application to CONTRACTOR, indicating in writing his reasons for refusing to approve final payment, in which case CONTRACTOR shall make the necessary corrections

and resubmit the application. OWNER shall within ten days of presentation to him of an approved final Application for Payment, pay CONTRACTOR the amount approved by ENGINEER.

14.14. If after Substantial Completion of the work, final completion thereof is materially delayed through no fault of CONTRACTOR, and ENGINEER so confirms, OWNER shall upon certification by ENGINEER and without terminating the Agreement make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the work fully completed and accepted shall be submitted by the CONTRACTOR to the ENGINEER prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment except that it shall not constitute a waiver of claims.

CONTRACTOR's Continuing Obligation

14.15. CONTRACTOR's obligation to perform the work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by ENGINEER, nor the issuance of a Certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Project or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any correction of defective work by OWNER shall constitute an acceptance of work not in accordance with the Contract Documents.

Waiver of Claims

14.16. The making and acceptance of final payment shall constitute:

(a) A waiver of all claims by OWNER against CONTRACTOR other than those arising from unsettled liens, from defective work appearing after final inspection pursuant to Paragraph 14.11, or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein; and

(b) A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

OWNER May Suspend Work

15.1. OWNER may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which shall fix the date on which work shall be resumed. CONTRACTOR shall resume the work on the date so fixed. CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefor as provided in Articles 11 and 12.

OWNER May Terminate

15.2. If CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable material or equipment, or if he

disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of ENGINEER, or if he otherwise violates any provision of the Contract Documents, then OWNER may, without prejudice to any other right or remedy and after giving CONTRACTOR and his Surety seven days' written notice, terminate the services of CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by CONTRACTOR, and finish the work by whatever method he may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER shall be determined by ENGINEER and incorporated in a Change Order.

15.3. Where CONTRACTOR's services have been so terminated by OWNER, said terminations shall not affect any rights of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by OWNER due CONTRACTOR will not release CONTRACTOR from liability.

15.4. Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may without cause and without prejudice to any other right or remedy elect to abandon the Project and terminate the Agreement. In such case, CONTRACTOR shall be paid for all work executed and any expense sustained plus a reasonable profit.

CONTRACTOR May Stop Work or Terminate

15.5. If, through no act or fault of CONTRACTOR, the work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted, or OWNER fails to pay CONTRACTOR any sum approved by ENGINEER within thirty days of its approval and presentation, then CONTRACTOR may, upon seven days' written notice to OWNER and ENGINEER, terminate the Agreement and recover from OWNER payment for all work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' notice to OWNER and ENGINEER stop the work until he has been paid all amounts then due.

ARTICLE 16 - OFFICE SPACE

16.1. The CONTRACTOR shall establish and maintain, at his own expense, office headquarters at the site of the Project. Telephone and fax service shall be provided. At the office headquarters shall be kept a complete set of the Contract Documents and Shop Drawings.

16.2. The CONTRACTOR shall arrange office space for the ENGINEER in a separate building or in a room completely partitioned off from the CONTRACTOR's office, if in the same building. The CONTRACTOR shall provide adequate heating and lighting telephone and fax service within the ENGINEER's office.

ARTICLE 17 - MISCELLANEOUS

Giving Notice

17.1. Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an

officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

Computation of Time

17.2. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

General

17.3. All monies not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

17.4. All Specifications, Drawings and copies thereof furnished by ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

17.5. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by Paragraphs 6.30, 13.1, 13.10, and 14.3 and the rights and remedies available to OWNER and ENGINEER thereunder, shall be in addition to and shall not be construed in any way as a limitation of any rights and remedies available to them which are otherwise imposed or available by law, by special guarantee, or by other Provisions of the Contract Documents.

17.6. Should OWNER or CONTRACTOR suffer injury or damage to his person or property because of any error, omission, or act of the other or of any of his employees or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.7. The Contract Documents shall be governed by the law of the place of the Project.

END OF SECTION

Ypsilanti Charter Township

7200 S. Huron River Drive, Ypsilanti, MI 48197
Phone: (734) 481-0617
Website: www.ytown.org

Brenda Stumbo, Supervisor

Brenda Stumbo
Township Supervisor
bstumbo@ytown.org

Heather Jarrell Roe
Township Clerk
hjarrelroe@ytown.org

Stan Eldridge
Township Treasurer
seldridge@ytown.org

CONTRACT ADDENDUM

THIS ADDENDUM is made this _____ day of _____, _____ 2021, by Ypsilanti Charter Township, located at 7200 S. Huron River Drive, Ypsilanti, MI 49187 ("the Township"), and _____ ("the Contractor) to a contract between the parties dated _____ for (list the services to be provided) _____ ("the Contract").

The expressed terms of the Contract notwithstanding, the Township and the Contractor agree to the following amendments, which supersede any conflicting terms of the contract and shall become part of the agreement between the parties.

1. ***INSURANCE:*** The Contractor shall maintain Commercial General Liability insurance with coverage of at least $1,000,000.00 per occurrence, Automobile Liability insurance with a combined single limit of $1,000,000.00 per accident, Worker's Compensation coverage of $1,000,000.00 per accident and, Owner's Protective Policy insurance of $1,000,000.00 combined single limit per occurrence during the term of this Addendum.

The Contractor shall add the Township and its past, present, and future elected officials to its existing policies as an additional insured parties with respect to the services provided under this Contract. Prior to the effective date of the Contract, a certificate issued by the insurance company shall be delivered to the Clerk stating that the Township and its past, present, and future elected officials are insured parties under the policy. The Contractor must provide sixty (60) days written notice for change of coverage, cancellation, or non-renewal of coverage. In the event such coverage is not provided or lapses during the term of the Contract and this Addendum, then the Township may, at its option, terminate the Contract and this Addendum. A breach of this provision shall be a material breach of the Contract.

2. ***COMPLIANCE WITH LAWS AND REGULATIONS:*** The Contractor shall comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

3. ***IRAN ECONOMIC SANCTIONS ACT:*** The Contractor certifies that it is not an Iran linked business as defined by the Michigan Iran Economic Sanctions Act (Michigan Compiled Laws §129.311-16).

4. ***LIVING WAGE:*** The Township has a Living Wage Ordinance requiring covered vendors who execute a service or professional contract with the Township to pay their employees working under that contract, a minimum wage. The Contractor agrees to comply with applicable provisions of the Living Wage Ordinance.

5. ***PREVAILING WAGE:*** The Township has a Prevailing Wage Ordinance. No contract, agreement, understanding or other arrangement, whether oral or written for the construction and/or substantial remodeling of any building or part thereof, for or on the behalf of or owned by the Township of Ypsilanti, involving craftsmen, mechanics and laborers employed directly upon the site of work shall be entered into, approved or executed unless such contract, agreement, understanding or arrangement shall provide and require that all craftsmen, mechanics and laborers so employed shall receive at least the prevailing wages and fringe benefits of the building trades department for corresponding classes of craftsmen, mechanics and laborers as determined and published by the Davis-Bacon Division of the United States Department of Labor for the Washtenaw County area.

ATTESTED TO:

_____	Ypsilanti Charter Township
(Contractor Name)	
By:_____	By:_____
(Representative Name) (DATE)	Brenda Stumbo (DATE)
Its: _____	Supervisor
	By:_____
	Heather Jarrell Roe (DATE)
	Clerk

NON-IRAN LINKED BUSINESS CERTIFICATION

This Proposal is submitted in the name of:

(Print Company Name)

The undersigned hereby certifies in accordance with Public Act 517 of the Public Acts of 2012 that it is not an Iran-linked business.

Signed and Sealed this _____ day of _____, 20___.

By _____
(Signature)

_____
(Printed Name of Signature)

_____
(Title)

IRAN ECONOMIC SANCTIONS ACT
Act 517 of 2012

AN ACT to prohibit persons who have certain economic relationships with Iran from submitting bids on requests for proposals with this state, political subdivisions of this state, and other public entities; to require bidders for certain public contracts to submit certification of eligibility with the bid; to require reports; and to provide for sanctions for false certification.

History: 2012, Act 517, Eff. Apr. 1, 2013.

The People of the State of Michigan enact:

129.311 Short title.

Sec. 1. This act shall be known and may be cited as the "Iran economic sanctions act".

History: 2012, Act 517, Eff. Apr. 1, 2013.

129.312 Definitions.

Sec. 2. As used in this act:

(a) "Energy sector of Iran" means activities to develop petroleum or natural gas resources or nuclear power in Iran.

(b) "Investment" means 1 or more of the following:

(*i*) A commitment or contribution of funds or property.

(*ii*) A loan or other extension of credit.

(*iii*) The entry into or renewal of a contract for goods or services.

(c) "Investment activity" means 1 or more of the following:

(*i*) A person who has an investment of $20,000,000.00 or more in the energy sector of Iran.

(*ii*) A financial institution that extends $20,000,000.00 or more in credit to another person, for 45 days or more, if that person will use the credit for investment in the energy sector of Iran.

(d) "Iran" means any agency or instrumentality of Iran.

(e) "Iran linked business" means either of the following:

(*i*) A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran.

(*ii*) A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

(f) "Person" means any of the following:

(*i*) An individual, corporation, company, limited liability company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group.

(*ii*) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in section 1701(c)(3) of the international financial institutional act, 22 USC 262r(c)(3).

(*iii*) Any successor, subunit, parent company, or subsidiary of, or company under common ownership or control with, any entity described in subparagraph (*i*) or (*ii*).

(g) "Public entity" means this state or an agency or authority of this state, school district, community college district, intermediate school district, city, village, township, county, public authority, or public airport authority.

History: 2012, Act 517, Eff. Apr. 1, 2013.

129.313 Ineligibility of Iran linked business to submit request for proposal bid; certification.

Sec. 3. (1) Beginning April 1, 2013, an Iran linked business is not eligible to submit a bid on a request for proposal with a public entity.

(2) Beginning April 1, 2013, a public entity shall require a person that submits a bid on a request for proposal with the public entity to certify that it is not an Iran linked business.

History: 2012, Act 517, Eff. Apr. 1, 2013.

129.314 Effect of false certification.

Sec. 4. If a public entity determines, using credible information available to the public, that a person has submitted a false certification under section 3(2), the public entity shall provide the person with written notice of its determination and of the intent not to enter into or renew a contract with the person. The notice shall include information on how to contest the determination and specify that the person may become eligible for a

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future contract with the public entity if the person ceases the activities that cause it to be an Iran linked business. The person shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If a person does not make that demonstration within 90 days after receipt of the notice, the public entity may terminate any existing contract and shall report the name of the person to the attorney general together with information supporting the determination.

History: 2012, Act 517, Eff. Apr. 1, 2013.

129.315 Civil action; penalty.

Sec. 5. The attorney general may bring a civil action against any person reported under section 4. If a civil action results in a finding that the person submitted a false certification, the person is responsible for a civil penalty of not more than $250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the public entity's investigation, and reasonable attorney fees, in addition to the fine. A person who submitted a false certification shall be ineligible to bid on a request for proposal for 3 years from the date the public entity determines that the person has submitted the false certification.

History: 2012, Act 517, Eff. Apr. 1, 2013.

129.316 Conditional effect.

Sec. 6. The provisions of this act are effective only if Iran is a state sponsor of terror as defined under section 2 of the divestment from terror act, 2008 PA 234, MCL 129.292.

History: 2012, Act 517, Eff. Apr. 1, 2013.

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Stantec

Preliminary Project Schedule

Ypsilanti Charter Township

March 1, 2021
File No. 2075154400

Project: Loonfeather Point Park Improvements

		Date:
1. Advertisement		Wednesday, March 31, 2021
	1 Day	
2. Plans Available		Thursday, April 1, 2021
	18 Days	
3. Questions Due		Monday, April 19, 2021
	2 Days	
4. Addendum (If Required)		Wednesday, April 21, 2021
	7 Days	
5. Bid Opening		Wednesday, April 28, 2021 @ 10:00 am
	5 Days	
6. Bid Tabulation & Stantec Recommendation for Contract Award; Packets to BOT		Monday, May 3, 2021
	3 Days	
7. Anticipated Contract Award (BOT)		Tuesday, May 18, 2021
	1 Day	
8. Contracts for Execution Available		Wednesday, May 19, 2021
9. Pre-construction Meeting		TBD
10. Receipt of Signed Contract (Notice to Proceed)		TBD
Construction Start		June 1, 2021
	120 Days	
Construction Completion		October 1, 2021

Note: Coordinate Staging, Construction, and Access with Residential Services Director.

PART II

DETAILED SPECIFICATIONS

1.00 GENERAL

1.01 DESCRIPTION OF WORK

A. Work under this Contract consists of renovation of Loon Feather Point Park in Ypsilanti Charter Township. It will include rehabilitation of an existing asphalt pathway and construction of a new concrete sidewalk to meet ADA requirements, installation of a new rain garden, ADA seating areas, picnic tables and rehabilitation of an existing gatehouse, two existing pavilions and an existing restroom building.

B. Contract Drawings are included which give specific locations for all work under this Contract.

1.02 EXISTING FACILITIES ACCESS

A. Access to existing facilities shall not be temporarily disrupted without coordination with and prior approval of the OWNER.

1.03 CONSTRUCTION WATER

A. Water for construction is NOT available on site. The CONTRACTOR shall furnish all water and equipment required for delivery and distribution of water for construction of the proposed facilities. The CONTRACTOR shall be responsible for providing water from offsite approved sources and will be solely responsible for the protection, cost and cleanup of the water source supply. All cost associated with furnishing, delivery and use of water will be included in the cost of the proposed construction item requiring the use thereof and is incidental to the construction of the proposed installation item.

1.04 CONSTRUCTION POWER

A. Power for construction is NOT available on site. The CONTRACTOR shall furnish all power, equipment and appurtenances required for delivery and distribution of power for construction of the proposed facilities. The CONTRACTOR shall be responsible for providing power from approved sources and will be solely responsible for the protection, cost, and cleanup of the power source supply. All cost associated with furnishing, delivery and use of power will be included in the cost of the proposed construction item requiring the use thereof and is incidental to the construction of the proposed installation item.

1.05 CONSTRUCTION STAGING AREA

A. If the CONTRACTOR requires a construction staging area for the storage of equipment and materials during the project, he will need to secure such space on his own and at his sole costs. No construction staging or storage area will be provided on this project by the OWNER.

1.06 NOTIFICATION OF UTILITIES

A. The CONTRACTOR shall notify all utilities prior to any excavation. Information regarding size and location is available from the utility.

B. MISS DIG - DTE Energy, Consumers Energy Co., Comcast, Frontier, Ypsilanti Township, and AT&T are members of a utility communication system called "MISS DIG" that provides service to participating utilities. The CONTRACTOR shall contact "MISS DIG" not less than 72 hours before starting construction for assistance in locating utilities or for any work to be done on utilities. The phone number is 811.

1.07 MAINTENANCE OF EXISTING SEWER FLOW

A. The CONTRACTOR shall be responsible for providing and maintaining all temporary pumping necessary to maintain existing stormwater runoff and drainage on the site.

B. All existing utilities, including drainage through existing sewers and drains shall be maintained at all times during construction. Where existing sewers are encountered in the line of the work which interfere with the construction, the flow in the sewers, including both dry weather flow and storm flow, shall be maintained.

1.08 WORK SCHEDULE

A. The CONTRACTOR shall provide a work schedule. The schedule shall be complete and shall show in detail the manner in which he/she proposes to complete the work under this contract and approximately monthly billing of the Contract. The purpose of the schedule is to assist the OWNER in notifying the public of inconveniences and to anticipate cash-flow on the job, and to determine if the CONTRACTOR is reasonably proceeding with the work to assure completion within the specified time.

1.09 CONSTRUCTION SEQUENCE

A. Prior to commencing the work, the CONTRACTOR shall provide the ENGINEER a detailed schedule of the proposed work. The schedule shall include a list of tasks required to complete the work; their relevancy to each other; expected duration; and completion dates.

B. As a guide in preparing a construction sequence for the most significant portions of the project, the CONTRACTOR shall follow the construction sequence detailed in the Contract Drawings. All other proposed improvements may be constructed concurrently in accordance with an approved schedule.

1.10 TRAFFIC MAINTENANCE

A. Because the availability of roads and streets is critical for the traveling public, the CONTRACTOR shall not close the road to traffic at any time. If shoulder closures are required, through and local traffic shall always be maintained by the use of 2-lane construction techniques and by the use of temporary roadways and flaggers.

B. The CONTRACTOR shall provide all required Type II and Type III barricades, flashers, flashing arrows, flaggers, and all signing required to properly and safely maintain traffic flow through the construction area in accordance with the Michigan Manual of Uniform Traffic Control Devices. The CONTRACTOR shall provide as many signs and barricades as required by the ENGINEER to protect and maintain traffic through this area at all times. The CONTRACTOR shall add any additional devices required by the ENGINEER to provide a smooth flow of traffic. Traffic control beyond the temporary access driveways shown in the Contract Drawings must be approved by the Washtenaw County Road Commission.

C. The construction influence zone shall be properly signed in accordance with the recommendations outlined in the latest edition of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD).

D. The CONTRACTOR shall provide all dust control and other means to reduce dust during construction. The CONTRACTOR shall grade and maintain the area of the road being used as traveling surface for the through, as well as the local traffic. Grading of the road and application

of dust control measures shall be made on a weekly basis at minimum, or as often as required by the ENGINEER.

E. In the event of the CONTRACTOR'S failure to comply with these provisions, the OWNER may with or without notice, cause the same to be done; and will deduct the cost of such work from any money due or to become due the CONTRACTOR under this Contract, but the performance of such work by the OWNER or at his insistence, shall serve in no way to release the CONTRACTOR from his general or particular liability for the safety of the Public or the work.

F. Access to fire hydrants and water valves shall always be maintained. The CONTRACTOR's truck and equipment operations on public streets shall be governed by County regulations, and all local traffic ordinances, and regulations of the Fire and Police Departments.

G. Where streets or pathways are partially obstructed, the CONTRACTOR shall place and maintain temporary driveways, ramps, bridges, and crossings which in the opinion of the OWNER are necessary to accommodate the public at no extra cost to the OWNER. In the event of the CONTRACTOR'S failure to comply with the foregoing provisions, the OWNER may, with or without notice, cause the same to be done and deduct the cost of such work from any monies due or to become due the CONTRACTOR under this Contract, but the performance of such work by the OWNER, or at his insistence, shall serve in no way to release the CONTRACTOR from his liability for the safety of the traveling public.

H. The CONTRACTOR shall inform the local fire department in advance of his program of street obstruction and detours, so that the fire department can set up plans for servicing the area in case of an emergency. He shall also notify the governing police department and the OWNER at least one week prior to obstructing any street according to the specifications set forth herein and/or as may be required elsewhere on the drawings or specifications.

I. Payment for traffic maintenance, the furnishing of flaggers, barricades, flashers, and maintenance of these shall be included in the Traffic Maintenance and Control pay item.

1.11 CONSTRUCTION PERMITS

A. The CONTRACTOR will be required to follow the requirements established by all permits necessary for the construction of this project. The following permits must be obtained by the CONTRACTOR prior to the beginning of construction. In addition, if other permits are necessary, they are the CONTRACTORS responsibility.

1. The Soil Erosion Sedimentation Control Permit, as part of Public Act 451 (1994), Part 91 (Ypsilanti Twp.) will be obtained by the CONTRACTOR. All costs associated with the permit, including inspection fees will be the responsibility of the OWNER. The CONTRACTOR will be required to adhere to adhere to all requirements of the Permit.

2. The permit to construct, operate, use, and/or maintain within the Washtenaw County Road Commission (WCRC) road right-of-way will be obtained by the CONTRACTOR. All costs associated with the permit, including inspection fees and bonds will be the responsibility of the OWNER. The CONTRACTOR will be required to adhere to all requirements of the Permit.

3. The Building Permit to rehabilitate existing buildings within Ypsilanti Charter Township will be obtained by the CONTRACTOR. All costs associated with the permit, including inspection fees and bonds will be the responsibility of the OWNER. The CONTRACTOR will be required to adhere to all requirements of the Permit.

1.12 SOIL AND CONCRETE TESTING

A. The CONTRACTOR shall be responsible for providing a testing firm (acceptable to the ENGINEER) to perform soil compaction tests and concrete quality control including concrete compression tests, at CONTRACTOR cost.

B. The CONTRACTOR shall provide and pay for the service of an independent materials testing laboratory to provide material and compaction testing. The type and minimum frequency of testing shall be as follows:

1. Utility Trenches

   - Sieve analysis per source
   - Proctor per source
   - Compaction testing at 50' intervals per lift, as required

2. Aggregate Base

   - Sieve analysis per source
   - Proctor per source
   - Compaction test at each location. Where length exceeds 100', one test per 50'

3. Asphalt Pavement

   - Extraction per day
   - Thickness and density at each location. When length exceeds 100', one test per 50'

4. Concrete Pavement, Sidewalks and Curb & Gutter

   - Slump, minimum 50 CYD or load
   - Air entrainment, minimum 50 CYD or load
   - Comprehensive strength, minimum 50 CYD or load

C. The ENGINEER shall determine the exact location of all tests. The CONTRACTOR shall notify the ENGINEER of all other test results at least 48 hours in advance of all new materials to be used. Any area failing tests shall be corrected and retested at the CONTRACTOR’s expense.

D. Copies of test reports shall be furnished to the OWNER and distributed to parties designated by the OWNER, including the CONTRACTOR and the ENGINEER.

E. The costs associated with providing soil and concrete testing shall be considered in the Contract pay item General Conditions and Mobilization and will not be paid for separately.

1.13 DUST CONTROL

A. All haul roads, detour roads, and other public and private roads, driveways and parking lots used by the CONTRACTOR must be maintained in a dust free condition during the life of this Contract. The control of the dust shall be accomplished by the application of dust control materials and methods of application as approved and as directed by the ENGINEER. Such dust control materials shall be applied as often as is necessary to control the dust.

B. Cost of providing dust control shall be included as part of soil and erosion control.

C. Should the CONTRACTOR be negligent of his duties in providing dust control, the OWNER may, with or without notice, cause the same to be done and deduct the cost of such work from any monies due or to become due the CONTRACTOR under this Contract, but the performance of such work by the OWNER, or at his insistence, shall service in no way to release the CONTRACTOR from his liability for dust control.

D. Dust Palliative may be any of the following:

1. Road oil of 30% asphalt base applied at the rate of 0.5 gallons per square yard.

2. Type 1-calcium chloride applied at the rate of 6 pounds per ton of aggregate.

3. Water, as required.

4. Other methods as approved by the ENGINEER.

1.14 CONSTRUCTION STAKING

A. The CONTRACTOR will be required to contact the ENGINEER for staking 48 hours in advance of necessary staking. The ENGINEER will provide construction staking, one time only, in accordance with the GENERAL CONDITIONS for the complete project only one time. Any and all stakes that are destroyed or tampered with after staking are to be replaced at the CONTRACTORS expense.

1.15 AUDIO/VIDEO FILE COVERAGE

A. The CONTRACTOR shall furnish to the OWNER, a color audio-video file for all areas proposed for improvement.

B. The audio/video taping shall be of such quality to accurately describe the existing conditions. The file shall be produced one week prior to the placement of materials or equipment in the construction area. The file shall be of commercial quality and of size commonly used.

C. Both sides of the entire area must be recorded with the rate of speed less than 48-ft. per minute. Camera functions such as panning rate, zoom-in/ zoom-out shall be controlled to provide optimum object clarity.

D. The file must be recorded while the visibility is clear and at no time will it be allowed during periods of ground cover.

E. The file shall be continuous running and shall include date, time, and location at appropriate intervals. The location shall be easily referenced to the Contract Drawings.

1.16 PROJECT PROGRESS MEETING

A. It shall be the responsibility of the CONTRACTOR to have a representative present at each meeting. The meetings shall be held at least once a month as directed by the ENGINEER.

1.17 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

A. General

1. The method of measurement and the basis of payment for each item in the Proposal will be as specified in the schedule attached. The items are generally grouped by the section of the Specifications under which the particular unit of work is detailed. There will be no payment allowed for any unit of work not specifically mentioned in the Proposal as a bid item, and any such unit of work not mentioned in the Proposal, but necessary for the completion of the Project, will be considered as incidental to the construction of the Project.

2. MEASUREMENT

   Quantities of work completed under the Contract will be measured by the ENGINEER according to the United States standard measures. When tons are specified, the unit shall be the ton of 2,000 pounds. When measurements are stated in miles, stations, acres, they will be horizontal measurements unless specified otherwise. Where measurements are specified to be "in place," they will be taken along the actual surface of the completed item to obtain lineal, area, or volume measurements.

3. PAYMENT

   In each and every instance in the schedule attached, where a Basis of Payment is specified, it shall be understood to be prefaced by the following statement, "The Contract unit price bid in the Proposal will be payment in full for all labor, materials, and equipment necessary to do the following according to the Plans and Specifications." Payment shall be made on the basis of the actual quantity of the item completed and accepted at the unit price for such item named in the Proposal.

END OF SECTION

1.00 GENERAL

1.01 SECTION INCLUDES

A. Submittal Procedures

B. Certifications

C. Shop Drawings

D. Product Data

E. Samples

F. Manufacturers' Instructions

G. Manufacturers' Field Reports

H. Construction Schedule

I. Submittal Schedule

1.02 SUBMITTAL PROCEDURES

A. Package each submittal appropriately for shipping and handling. This shall include an index either on the transmittal or within the submittal itself. Transmit each submittal from CONTRACTOR to ENGINEER using a transmittal form. Submittals received from sources other than CONTRACTOR will be returned without action. Use separate transmittals for items from different specification sections. Number each submittal consecutively. Resubmittals should have the same number as the original, plus a letter and number designation for each resubmittal (i.e., 7-R1, 7-R2, etc.).

B. Indicate on the transmittal relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include CONTRACTOR's certification that information complies with Contract Document requirements. On resubmittal, all changes shall be clearly identified for ease of review. Resubmittals shall be reviewed for the clearly identified changes only. Any changes not clearly identified will not be reviewed and original submittal shall govern.

C. Include the following information on the label for processing and recording action taken.

1. Project name.
2. Date.
3. Name and address of ENGINEER.
4. Name and address of CONTRACTOR.
5. Name and address of subcontractor.
6. Name and address of supplier.
7. Name of manufacturer.
8. Number and title of appropriate specification sections.
9. Drawing number and detail references, as appropriate.

D. Schedule submittals to expedite the Project and deliver to ENGINEER at business address. Coordinate submission of related items. Coordinate related activities that require sequential activity.

E. Review and approve Shop Drawings, product data, samples, and O&M Manuals before submitting them.

F. Verify field measurements, field construction criteria, catalog numbers, and similar data. Indicate on the submission exactly what was verified.

G. Any markings done by CONTRACTOR shall be done in a color other than red. Red is reserved for ENGINEER's marking.

H. The number of copies to be submitted will be determined at the pre-construction conference. Reproducible may be submitted and will be marked and returned to CONTRACTOR. Blue or black line prints shall be submitted in sufficient quantity for distribution to ENGINEER and OWNER recipients.

I. Coordinate each submittal with the requirements of the Contract Documents.

J. Provide space for CONTRACTOR and ENGINEER review stamps.

K. Apply CONTRACTOR's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.

L. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.

M. No claim will be allowed for damages or extension of time because of delays in the work resulting from rejection of material or from revision and resubmittal of Shop Drawings, product data, or samples.

N. No extension of contract time will be authorized because of failure to transmit submittals to ENGINEER sufficiently in advance of the work to permit processing.

O. ENGINEER reserves the right to withhold action on any submittal requiring coordination with other submittals until related submittals are received.

P. Do not install materials or equipment which requires submittals until the submittals are returned with ENGINEER's/OWNER's stamp and initials or signature indicating approval. The OWNER shall have final approval authority.

Q. CONTRACTOR's responsibility of errors, omissions, and deviations from requirements of Contract Documents in submittals is not relieved by the ENGINEER's review.

R. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with requirements.

S. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.

T. Submittals not requested in conformance with this Specification will not be recognized or processed.

U. Revise and resubmit as required, identify all changes made since the previous submittal.

V. In the event that more than two (2) resubmittals of any submittal are necessary to achieve conformance to the contract requirements, CONTRACTOR shall be charged for excess engineering. The OWNER shall deduct these charges from the CONTRACTOR's final payment. Charges will be $115.00/hr. minimum 4 hours, for each additional submittal of an item. A tabulated record of such charges will be provided for the CONTRACTOR's review prior to the processing of the final payment.

W. Submit new product data and samples when the initial submittal is returned disapproved.

1.03 CERTIFICATIONS

A. When specified in individual specification sections, submit certification by the manufacturer, installation/application subcontractor, or the CONTRACTOR to ENGINEER, in quantities specified for Product Data.

B. Indicate that the material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

C. Certifications may be recent or previous test results of the material or product but must be acceptable to ENGINEER.

1.04 SHOP DRAWINGS

A. Shop Drawings: Submit to ENGINEER for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

B. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the project is not considered Shop Drawings.

C. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates, and similar Drawings. Include the following information:

1. Dimension.
2. Identification of products and materials included.
3. Compliance with specified standards.
4. Notation of coordination requirements.
5. Notation of dimensions established by field measurements.

D. Shop Drawings shall indicate shop painting requirements to include type of paint and manufacturer.

E. Standard manufactured items in the form of catalog work sheets showing illustrated cuts of the items to be furnished, scale details, sizes, dimensions, quantity, and all other pertinent information should be submitted and approved in a similar manner.

F. Measurements given on Shop Drawings or standard catalog sheets, as established from Contract Drawings, and as approved by ENGINEER, shall be followed. When it is necessary to verify field measurements, they shall be checked and established by CONTRACTOR. The field measurements so established shall be followed by CONTRACTOR and by all affected trades.

G. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

1.05 PRODUCT DATA

A. Product Data: Submit to ENGINEER for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Contract.

C. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

1.06 SAMPLES

A. Submit full-size, fully fabricated samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers or materials, color range sets, and swatches showing color, texture, and pattern.

B. Mount, display, or package samples in the manner specified to facilitate review of qualities indicated. Prepare samples to match ENGINEER’s sample. Include the following:

1. Generic description of the sample.
2. Sample source.
3. Product name or name of manufacturer.
4. Compliance with recognized standards.
5. Availability and delivery time.

C. Submit samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.

D. Refer to other specification sections for requirements for samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.

E. Preliminary Submittals: Where samples are for selection of color, pattern, texture, or similar characteristics from a range of standard choices, submit a full set of choices for the material or product. Preliminary Submittals will be reviewed and returned with ENGINEER’s mark indicating selection and other action.

F. Except for samples illustrating assembly details, workmanship, fabrication techniques, connections, operation, and similar characteristics, submit three (3) sets; one (1) will be returned marked with the action taken.

G. Maintain sets of samples, as returned, at the site, for quality comparisons throughout the course of construction.

H. Unless noncompliance with Contract Document provisions is observed the submittal may serve as the final submittal.

I. Sample sets may be used to obtain final acceptance of the construction associated with each set.

1.07 MANUFACTURER'S INSTRUCTIONS

A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to ENGINEER for delivery to OWNER in quantities specified for Product Data.

B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.08 MANUFACTURER'S FIELD REPORTS

A. Submit report in duplicate, within thirty (30) days of observation, to ENGINEER and OWNER for information.

B. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the Contract Documents.

1.09 CONSTRUCTION SCHEDULE

A. Bar Chart Schedule:

1. Prepare a fully developed, horizontal bar chart type construction schedule. Submit within thirty (30) days of the date established for commencement of the work.

2. Provide a separate item bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the work as indicated on the schedule of values.

3. Prepare schedule of sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for entire construction period.

4. Secure time commitments for performing critical elements of the work from parties involved. Coordinate each element on schedule with other construction activities; include minor elements involved in the sequence of the work. Show each activity in proper sequence. Indicate graphically sequences necessary for completion of related portions of the work.

5. Coordinate construction schedule with schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other schedules.

6. Indicate completion in advance of the date established for substantial completion. Indicate substantial completion of schedule to allow time for ENGINEER’s procedures necessary for certification of substantial completion.

B. Schedule Updating: Revise schedule after each meeting or activity, where revisions have been recognized or made within two (2) weeks following the meeting or activity.

C. All schedules shall have the date of issue plainly noted.

2.00 PRODUCTS

NOT USED

3.00 EXECUTION

3.01 ENGINEER'S ACTION

A. Except for submittals for record, information, or similar purposes, where action and return is required or requested, ENGINEER will review each submittal, mark to indicate action taken, and return promptly. Compliance with specified characteristics is CONTRACTOR's responsibility.

B. Action Stamp: ENGINEER will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:

1. Final Unrestricted Release: Where submittals are marked "No Exceptions Taken" that part of the work covered by the submittal may proceed provided it complies with the requirements of the Contract Documents; final acceptance will depend upon the compliance.

2. Final-But-Restricted Release: When submittals are marked "Make Corrections Noted" that part of the work covered by the submittal may proceed, provided it complies with notation or correction on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.

3. Returned for Resubmittal: When submittal is marked "Rejected" or "Revise and Resubmit" do not proceed with the part of the work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary, to obtain a different action mark.

    a. Do not permit submittals marked "Rejected" or "Revise and Resubmit" to be used at site, or elsewhere where work is in progress.

4. Additional Information Needed: When submittal is marked "Submit Specified Item" CONTRACTOR shall submit requested information.

5. Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned, marked "Acknowledge Receipt".

6. The approval of ENGINEER shall not relieve CONTRACTOR of responsibility for errors on Drawings or submittals as ENGINEER's checking is intended to cover compliance with Drawings and specifications and not enter into every detail of the shop work.

END OF SECTION

1.00 GENERAL

1.01 DESCRIPTION

A. The CONTRACTOR shall provide all labor, materials, tools, and equipment necessary for the preparation and completion of the site of the project.

1.02 CLEARING AND GRUBBING

A. The CONTRACTOR shall clear the work area of all wild brush and debris which may be present and interfering with construction and shall remove and dispose of the same.

B. Trees and shrubs are not to be removed unless required by the Plans and/or with the express permission of the ENGINEER. Where trees are to be removed or are permitted to be removed by the ENGINEER, the CONTRACTOR shall remove such trees and stumps to a depth of at least one foot below the proposed finish grade. All stumps, roots, logs, branches, brush and debris shall be removed from the site and disposed of by the CONTRACTOR.

C. Grubbing shall consist of removing from the ground and disposing of all stumps and roots more than three inches in diameter to a depth of one foot.

1.03 PROTECTION OF TREES

A. All trees which are to be preserved and which, in the opinion of the ENGINEER, might be subject to damage by the CONTRACTOR's operations, shall be adequately protected against damage to the bark by 2-inch thick vertical planking securely wired or tied completely around the tree trunk. Such protection shall not be removed until authorized by the ENGINEER.

B. Machine excavation shall not be made within a circular area of any tree, the diameter of the area in feet being equal to the diameter of the tree in inches. If hand excavation within this area cuts across a large root of a tree, the cutting of which, in the opinion of the ENGINEER, would be injurious to the tree, the CONTRACTOR shall tunnel under such root and protect it from injury throughout the work.

C. Trees which interfere with the work, and the removal of which is permitted, shall be removed by the CONTRACTOR at his expense and in a safe manner. No trees are to be removed without the expressed approval of the governmental body having jurisdiction thereof, and of the ENGINEER.

1.04 WORK AREA AND STORAGE OF MATERIALS

A. The working area shall be organized in an orderly manner with storage and tool sheds, offices and sanitary facilities, parking areas for employees, and all other necessary facilities developed and maintained by the CONTRACTOR. The CONTRACTOR shall keep the site and all haul roads reasonably clean and dust free.

B. All materials, supplies and equipment, whether furnished by the CONTRACTOR or by the OWNER, shall be delivered, stored and handled as to prevent the inclusion of foreign materials and/or damage by water, freezing, breakage or other causes. The ENGINEER may require the CONTRACTOR to provide an enclosed storage shed for the storage of the above-mentioned materials, supplies and equipment. Packaged materials shall be delivered in the original unopened containers and shall be stored until ready for use. All materials which have been stored shall meet the requirements of the Specifications at the time they are used in the project.

C. Where the CONTRACTOR is required to do work within the rights-of-way under the jurisdiction of governmental bodies, he shall meet the requirements of said governmental bodies for the work and storage within their jurisdiction. Such requirements must be met as a minimum requirement, and if the specifications given herein impose further limitations on the work, they shall also be met as the required work standard. The CONTRACTOR may not store items within the road right-of-way.

1.05 EXISTING PUBLIC UTILITIES

A. Existing public utilities and underground structures, such as pipelines, electric conduits, sewers and water lines are shown on the Contract Drawings. The information shown is believed to be reasonably correct and complete; however, neither the correctness nor the completeness of such information is guaranteed.

B. The CONTRACTOR shall conduct his operations so as not to damage any existing utility whether shown in the Contract Drawings or not. The CONTRACTOR shall correct, at his own expense, damaged caused during the operations of his subcontractors or suppliers.

C. If the CONTRACTOR desires, or is required by the utility companies, to relocate or protect any power or telephone poles to facilitate his work, any expense encountered from such relocation shall be borne by the CONTRACTOR.

1.06 NOTIFICATION TO UTILITIES

A. Prior to the start of any operations in the vicinity of any utilities, the CONTRACTOR shall notify the utility companies and request that they stake out the locations of the utilities in question.

1.07 SANITARY REQUIREMENTS

A. The CONTRACTOR shall provide adequate sanitary facilities for all persons employed on the project. The sanitary facilities shall conform in every way to the requirements of the "General Safety Rules and Regulations for the Construction Industry."

1.08 UTILITIES

A. The CONTRACTOR shall make all necessary arrangements for the provisions of all utility services, temporary or permanent, required under this Contract. The CONTRACTOR shall pay all costs for such connections and services.

B. All utility services shall be inspected by and shall meet the requirements of the applicable codes and governmental bodies.

1.09 PUMPING AND DRAINAGE

A. Adequate pumping and drainage facilities shall be provided and water, from whatever source, entering the work during any stage of construction shall be removed promptly and disposed of in a manner satisfactory to the ENGINEER. All pumping and drainage shall be done with no damage to property or structures and without interference with the right of the public, owners of private property, pedestrians, vehicular traffic, or the work of other CONTRACTORS. Dewatering shall be done in such a manner that the soil under or adjacent to existing structures shall not be disturbed, removed, or displaced.

B. The overloading or obstructing of existing drainage facilities shall not be permitted, and the CONTRACTOR shall be solely responsible for any damages caused to such existing drainage facilities during his operations.

1.10 WINTER CONSTRUCTION

A. The ENGINEER shall have permissive authority over the work which is proposed to be done during the winter months. The CONTRACTOR shall provide adequate weather protection, temporary heating and take any other measures which are necessary to ensure that the work performed during the winter months is properly installed and protected against damage from freezing.

1.11 SITE PLAN OF CONTRACTOR'S PLANT

A. When two (2) or more CONTRACTOR's are working on the site, each shall cooperate with the others in planning for CONTRACTOR's plant and storage areas, and plans shall be subject to approval and/or arbitration by the ENGINEER.

2.00 PRODUCTS

Not Applicable

3.00 EXECUTION

3.01 CONTROL OF WATER POLLUTION AND SILTATION

A. General Requirements

1. The CONTRACTOR shall conduct his work in a manner to comply with the Soil Erosion and Sedimentation Control Act of 1972, (MICH P.A. 347) that will not cause damaging siltation or pollution of the water in streams, rivers, lakes, and reservoirs. The ENGINEER shall advise the Department of Environment, Great Lakes & Energy of the proposed work. All work of water pollution and siltation control is subject to inspection by the Department of Environment, Great Lakes & Energy.

2. All applicable regulations of fish and wildlife agencies and statutes relating to the prevention and abatement of pollution shall be complied with in the performance of the Contract.

3. Construction operations shall be conducted in such manner as to reduce erosion to the practicable minimum and prevent damaging siltation to streams or lakes. The area of erodible land exposed to the elements by grading operations, including gravel pits, waste or disposal areas and haul roads, at any one time shall be subject to approval of the ENGINEER and the duration of such exposure prior to final trimming and finishing of the areas shall be as short as practical. The ENGINEER shall have full authority to order the suspension of grading and other operations pending adequate and proper performance of trimming, finishing and maintenance work or to restrict the area of erodible land exposed to the elements.

4. Gravel or stone, consisting of durable particles of rock and containing only negligible quantities of fines, shall be used for construction pads, haul roads and temporary roads in or across streams.

5. The disturbance of lands and waters that are outside the limits of construction as staked is prohibited, except as found necessary and approved by the ENGINEER.

6. The CONTRACTOR shall conduct his work in such manner as to prevent the entry of fuels, oils, bituminous materials, chemicals, sewage or other harmful materials into streams, rivers, lakes, or reservoirs.

7. Water from aggregate washing or other operations containing sediment shall be treated by filtration, by use of a settling basin or other means to reduce the sediment content to a level acceptable to the Department of Environment, Great Lakes & Energy.

8. All waterways shall be cleared as soon as practical of falsework, piling, debris, or other obstructions placed during construction operations not a part of the finished work. Care shall be taken during construction and removal of such barriers to minimize the muddying of a stream.

B. Temporary Control Requirements

1. The CONTRACTOR shall provide temporary soil erosion and sedimental controls according to current local soil conservation district soil erosion and sedimentation control standards and specifications or revisions thereof.

2. The CONTRACTOR shall not pump water directly from the excavation into the river but shall construct and maintain stilling basins to receive the pumpage with an overflow from the basins to the river. The basins shall be of sufficient size to allow proper settling of sediment before the water flows into the river. The CONTRACTOR shall remove and/or restore the basin area to original condition after backfilling is complete. Water from well points may be discharged directly into the river providing such operation does not result in erosion of riverbanks.

3. Permanent soil erosion control measures for all slopes, channels, ditches or any disturbed land area shall be completed within 15 calendar days after final grading or the final earth change has been completed or where significant earth change activity ceases, temporary soil erosion control measures shall be implemented within 30 calendar days. All temporary soil erosion control measures shall be maintained until permanent soil erosion control measures are implemented.

3.02 FINISH GRADING, TOPSOIL

A. After all backfilling and rough grading has been completed and thoroughly compacted, the entire disturbed area at the site shall be graded to smooth, even surfaces as shown by the proposed new contours shown on the Contract Drawings. The portion of the disturbed area where no new contours are shown shall be graded to smooth, even surfaces approximating the original surfaces.

B. All debris and larger stones and sticks and the like shall be removed and disposed of and the entire disturbed area made ready for the addition of topsoil and seeding.

C. After all construction has been completed, the CONTRACTOR shall spread 4-inches of approved topsoil over all graded areas. The stockpiled material may be used for this purpose. If there is not sufficient topsoil on the site, the CONTRACTOR shall secure and deliver to the site whatever amount is required at his own expense.

3.03 MEASUREMENT AND PAYMENT

A. All work associated with site clearing and grubbing, and tree protection shall be considered included in the contract pay items for Tree Removal, HMA Pathway with Base, HMA Pathway Resurfacing, and Concrete ADA Sidewalk, and they will not be paid for separately.

B. All work associated with furnishing, placing and, upon the establishment of permanent SESC measures, the removal of temporary SESC measures, shall be included in the contract pay item SESC Measures, they will not be paid for separately.

END OF SECTION

1.00 GENERAL

1.01 DESCRIPTION

A. Furnish all labor, materials, tools, and equipment necessary to properly dismantle and/or remove the items shown on the Plans or specified herein. This work shall include, but not be limited to, the removal of such items as full depth pavements, HMA surface, sidewalks, curb ramps, or benches, or any other materials that are removed as part of the work. All removal work shall be performed in accordance with the Michigan Department of Transportation 2012 Standard Specifications for Construction unless otherwise noted. Architectural demolitions are described separately within the Plans.

2.00 PRODUCTS

2.01 CONCRETE FILL

A. Concrete for fill or plugging will not be required.

3.00 EXECUTION

3.01 GENERAL

A. The CONTRACTOR shall exercise special precautions during construction, not to damage any remaining pavement, or sidewalk, and no construction equipment with tractor lugs or other defacing or damaging components will be permitted on these surfaces. Where it is necessary for such equipment to travel over paved areas, the CONTRACTOR shall provide suitable planks and blocking to prevent damaging paved surfaces.

B. All items that are specified for removal, including but not limited to pavement, HMA surface, sidewalk, curb ramps, and benches shall be removed from the site and legally disposed of by the CONTRACTOR at a site provided by the CONTRACTOR.

3.02 PAVEMENTS

A. Cut and remove all pavement, sidewalk and sidewalk ramps that would be damaged by the work and where indicated in the Plans. Cutting of concrete pavement, where permitted, shall be done with a concrete saw, in a manner meeting the approval of the ENGINEER. Asphalt pavements shall be cut with a saw meeting the approval of the ENGINEER. Pulverized pavements may be used to supplement existing base where additional aggregate is required, otherwise removed pavements shall be removed from the site.

B. All strips of the existing pavement which are less than 2-ft. wide and which are between the cut pavement and the concrete gutter shall be removed and replaced.

C. Where pavements will be relocated and not replaced, remove the HMA pavement and fill ditches and obliterate the pathway, using grading operations. Provide suitable drainage and blend the area with the surrounding ground contours. If required, scarify the obliterated roadway to mix aggregate surfacing materials with earth, and leave in a smooth condition. Topsoil, seed, fertilize, and mulch obliterated areas in accordance with Section 2.40 Surface Restoration and Cleanup.

3.03 SIDEWALKS, CURB AND GUTTER, AND CURB RAMPS

A. In cutting through sidewalks, and curb ramps the CONTRACTOR shall remove full slabs of sidewalk or sidewalk ramp to the nearest regular joint or as directed by the ENGINEER. The CONTRACTOR shall perform full-depth saw-cutting at all removal limits unless otherwise authorized by the ENGINEER.

3.04 CATCH BASINS AND MANHOLES

A. Miscellaneous items designated for removal, including portions of manholes to facilitate underdrain taps shall be removed by the CONTRACTOR and properly disposed of off-site. The cost associated with this work shall be considered included in the unit price for the contract pay item “Underdrain,” and it will not be paid for separately.

3.05 METHOD OF MEASUREMNT AND PAYMENT

A. Work covered in this section is to be paid at the unit price(s), and units of measure that have been established in the bid form for the corresponding demolition and removal pay items.

END OF SECTION

1.00 GENERAL

1.01 DESCRIPTION

A. The CONTRACTOR shall perform all excavation and backfilling necessary to complete the work. This shall include the excavation of earth and rock, the removal and disposal of unsuitable material, dewatering, placement of suitable fill and backfill material, pipe boring and jacking, and the restoration and final grading for all earth surfaces.

1.02 WORK WITHIN RIGHTS-OF-WAY

A. Where the governmental bodies having jurisdiction of the streets or rights-of-way have specific specifications relating to the requirements for work within their jurisdiction, such requirements must be met as a minimum requirement, and if these Specifications impose further limitation on the work, they shall also be met as the required work standard.

B. During all operations of the CONTRACTOR in the streets and roadways, the CONTRACTOR shall maintain barricades, lights, and warning signs as required by the agency having jurisdiction.

1.03 WORK WITHIN EASEMENTS

A. During construction within any easements, the CONTRACTOR shall confine himself to the limits shown on the Plans. He shall notify property owners in advance of moving equipment on easements and use of the access routes which will be designated by the OWNER. The OWNER will cooperate in working out the details of access. The topsoil over the trench shall be removed and carefully replaced upon completion of the work. The backfill of the trench in the easement may be left slightly high to provide for any slight residual settlement. Any trees, shrubs, or bushes removed shall be replaced to the satisfaction of the property OWNER.

2.00 PRODUCTS

2.01 BACKFILL MATERIAL

A. For areas not requiring "granular backfill" material, backfill shall be of the excavated material, with the exception that materials such as soft clay, topsoil, muck, cinders, vegetable matter, refuse, boulders, and other objectionable and non-packing earth shall be excluded from the backfill and removed from the site. Stone larger than 3-inches in any dimension shall be excluded from the backfill and removed from the site by the CONTRACTOR.

B. Where "granular material" backfill is required as specified herein, backfill material shall be defined as a material meeting granular material Class II as defined in 2012 MDOT 902.07.

3.00 EXECUTION

3.01 GENERAL EXCAVATION

A. Excavation shall be performed by any practicable method consistent with the integrity and protection of the work and neighboring structures, workmen, and the public. Topsoil shall be separately removed and stockpiled for reuse.

B. All excavation, except where necessary to tunnel, bore or jack under roads, railroads, tree roots and other obstructions within the limits indicated on the Plans, may be open cut from the surface. Tunneling or boring under trees shall be considered as incidental to construction and will not be considered as cause for request for additional payment.

C. Foreign material or unsuitable foundation material encountered such as wood, boulders, etc., which obstruct the excavation, shall be removed. Such materials found at the bottom of the excavation shall be removed and the foundation restored with approved materials.

D. If excess excavation is made or the material becomes disturbed so as to require removal beyond the prescribed limits, the resulting space shall be filled with selected material solidly tamped into place, in not more than 6-inch layers to the satisfaction of the ENGINEER, before the construction work proceeds.

E. The excavation shall be kept dry during the work. Where water is encountered in the excavation, it shall be removed by pumping or well points. All necessary precautions shall be taken to prevent damage to existing wells and to completed or partially completed structures. The CONTRACTOR shall be responsible for all damages caused by him due to inadequate or improper protection.

3.02 EXCAVATION FOR SEWERS AND WATER MAINS

A. Trenches shall be excavated to the depth required with allowance for bedding the pipe. The trench shall be cut wider and deeper at each pipe joint location to provide for properly completing the pipe joint and to relieve the joint of all loadings.

B. The width of the trench at the top of a rigid pipe shall be sufficient to allow the pipe to be laid and jointed properly and shall provide for a minimum net clearance of 6-inches and a maximum net clearance of 12-inches on each side of the barrel of the pipe and to allow the backfill to be placed and properly compacted.

C. The width of trench at the top of a flexible pipe backfill when using concrete bedding shall be sufficient to allow the pipe to be laid and jointed properly with the minimum net clearance of 12-inches and a maximum net clearance of 18 inches on each side of the barrel of the pipe.

D. Where the conditions of the ground require, or where the work is in close proximity of existing structures, the sides of excavation shall be securely held by bracing and/or sheeting which may be removed in units when the level of the backfill has reached a point where it is safe to pull the sheeting without disturbing the protected feature. No sheeting, bracing, or other timber shall be left in the excavation upon the completion of the main or other structures, except with the specific review and direction of the ENGINEER.

E. Other underground mains, sewers or structures encountered in the excavation shall be adequately supported during the CONTRACTOR's operations, and before backfilling, shall be given permanent support as directed by the ENGINEER to meet the standards or requirements of the owning utility or agency.

F. Water, sewer, gas and other utility services disturbed by the CONTRACTOR in his operations shall be repaired or replaced in a manner equal to the original condition by the CONTRACTOR at his own expense. Where these services are encountered and are undamaged, they shall be supported and/or protected by the CONTRACTOR at his expense against later settlement and/or damage after backfill. The CONTRACTOR shall consult the agency or the utility firm having

jurisdiction over any duct line, gas main, etc., which may cross the excavation to determine method of supporting such duct or pipe.

G. All excavated material shall be piled in a manner that will not endanger the work and that will avoid obstructing sidewalks and driveways. Hydrants under pressure, valve manhole covers, valve boxes, curb stop boxes, fire and police call boxes, or other utility controls shall be left unobstructed and accessible until the work is completed. Gutters shall be kept clean, or other satisfactory provisions made for street drainage, and natural water courses shall not be obstructed except as otherwise provided for herein on a temporary basis.

3.03 EXCAVATION FOR STRUCTURES

A. Excavation for structures shall be extended sufficiently beyond the limits of the structure to provide ample room for form construction and for practicable construction methods to be followed.

B. Requirements for excavation of sewers and water mains shall also apply to this Section.

3.04 EXCAVATION FOR PAVED SURFACES

A. In excavating around manholes and catch basins or inlets, care shall be exercised to avoid removing the casings and pushing dirt into the structures. Dirt pushed into manholes, catch basins or inlets by the CONTRACTOR's operations shall be immediately removed so that the dirt will not be carried into the sewer by the flow of sewage or storm water.

B. The CONTRACTOR shall take ample precautions to protect all trees and ornamental shrubbery not within the limits of the construction area, or within the construction areas shown on the Plans to be retained from injury by workmen, equipment, or any other agencies connected with the work, including subcontractors. Such protection shall be provided during the progress of the excavation, grading, or other phases of the work as necessary. Such trees or shrubbery shall be surrounded by protective posts and fencing before construction begins, when in the judgment of the ENGINEER, such precautionary measures are necessary. If, as a result of any phase of the work, trees are damaged or it is necessary to remove limbs in the way of construction, the repair of the damage and such limb removal shall be done by the CONTRACTOR as directed by the ENGINEER. All costs for the protective work shall be borne by the CONTRACTOR as incidental to the Contract work.

3.05 SHORING, SHEETING AND BRACING

A. Where sheet piling, shoring, sheeting, bracing, or other supports are necessary, they shall be furnished, placed, maintained, and except as shown or specified otherwise, removed by the CONTRACTOR.

B. All sheet piling, shoring, sheeting and bracing shall be designed by a professional engineer engaged by the CONTRACTOR with demonstrated competence and experience in such work. The sheeting system shall be designed to prevent bottom failure and hydrostatic uplift within the excavation. Provision shall also be made in the design for lateral pressures due to side slope and construction equipment or other surcharge loads, as applicable.

C. The CONTRACTOR shall provide to the ENGINEER for his review, design calculation and arrangement drawings of the sheeting system prior to ordering any materials for bracing, sheeting, etc., and prior to the commencement of the excavation.

D. All materials, except as otherwise specified, used for sheeting and sheet piling, lagging, braces, shores, and stringers, or waling strips shall be of approved quality and dimensions throughout.

E. Materials for sheeting systems shall be furnished and driven or set-in place by the CONTRACTOR, where necessary or wherever ordered by the ENGINEER, whether the same is or is not considered necessary by the CONTRACTOR. If, in the opinion of the ENGINEER, the materials furnished by the CONTRACTOR are not of proper quality or sufficient size or not properly placed to ensure the safety of the work or of adjacent structures and property, the CONTRACTOR shall, upon notice from the ENGINEER to that effect, forthwith procure, furnish and set in place or drive other and satisfactory materials, or place the material in a satisfactory manner; and if he shall fail or neglect to do so, the ENGINEER may order all or any part of the work to be stopped until such materials so used are furnished and placed; and the CONTRACTOR shall not be entitled to claim, demand, or receive any compensation for larger size or better quality or different disposal of materials ordered by the ENGINEER, nor any compensation for allowance of any kind whatsoever for or on account of any damage or delay resulting from such stoppage of work.

F. Steel sheet piling may be either new or used. It shall be of adequate strength, straight and properly braced. Steel sheet piling shall be of the interlocking type. Friction in the interlocks shall not be assumed to contribute to the strength of the sheet piling.

G. The design, planning, installation and removal, if required, of all sheet piling, shoring, sheeting, and bracing shall be accomplished in such a manner as to maintain the required excavation or trench section and to maintain the undisturbed state of the soils below and adjacent to the excavation.

H. Steel sheet piling for the excavation shall be driven straight and in-line. The piling shall be supported aboveground, before driving, by a guide frame at least 20-ft. high which will keep the piling accurately in the required position and vertical. Each piece of piling shall be driven only a few feet at a time and driving shall proceed continuously around the perimeter so that the piles shall reach their full penetration together.

I. Walers and bracing shall be supplied and installed as required to complete the sheeting system. Walers and braces shall be of adequate strength for the load imposed. Splices in walers shall develop the full strength of the member in bending, shear, and axial compression.

J. If bracing members are to be removed during construction, the timing and procedure for removal shall not induce excessive stresses in the permanent structures or in steel sheet piling and bracing members.

K. If the construction sequence of structures requires the transfer of bracing to the completed portions of any structure, the CONTRACTOR shall secure written acceptance of the ENGINEER prior to the installation of such bracing.

L. In trenching operations, the use of horizontal strutting below the barrel of pipe or the use of the pipe as support for trench racing will not be permitted. The use of a traveling shield for sewer construction shall require that the device be approved for use by a Professional ENGINEER. Sheet piling and timbers in trench excavations shall be withdrawn in a manner so as to prevent subsequent settlement of the pipe or additional backfill loadings which might overload the pipe.

M. The neglect, failure, or refusal of the ENGINEER to order the use of sheeting, or sheet piling or steel, or to order the same to be left in place, or the giving or failure to give of any order or directions as to the manner or methods of driving or placing sheeting, sheet piling, bracing,

shores, etc., shall not in any way relieve the CONTRACTOR of any or all obligations under this Contract. Sheeting left in place shall be cut off 1-ft. below existing grade.

N. The rules of the OSHA and the State Department of Labor with respect to excavation and construction shall at all times be strictly observed.

3.06 BEDDING FOR SEWERS, WATER MAINS AND CONDUITS

A. The sewer, water main or conduit shall be laid on a compacted granular cushion, minimum 4-inches thick. Granular backfill material shall be placed around and above the main to a height of not less than 12-inches above the crown of the pipe.

B. Granular material shall be placed in not more than 12-inch layers and compacted to obtain 95% of the maximum unit density as determined at the optimum moisture content.

3.07 BACKFILLING FOR SEWERS

A. Backfilling shall consist of placement of the prescribed materials from a level 12 inches above the crown of the pipe. Placement shall be as follows:

1. Under gravel driveways, gravel roads and shoulders, the backfill shall be granular material which shall be solidly compacted by mechanical tamps in layers of not more than 12-inches loose thickness with backfilling carried up to within 12-inches of finished grade. Compaction of backfill shall be such as to obtain 98% of the maximum unit density as determined at the optimum moisture content.

2. Under pavements, curb, paved driveways, and sidewalks, the backfill shall be granular material compacted in layers not to exceed 12-inches loose thickness with backfilling carried up to subgrade. Compaction of backfill shall be such as to obtain 95% of the maximum unit density as determined at the optimum moisture content. After a period of about 60 days or less, if the backfill compaction is satisfactory to the ENGINEER, to provide for any slight settlement, the CONTRACTOR shall retrim neatly any broken edges of pavement and replace the top surface of the backfill within the pavement area with pavement surface equal to that surface which was removed. The pavement shall be replaced in accordance with the standard specifications of the agency having jurisdiction.

3. Backfill around lift stations, or buried underground structures shall be granular material compacted in 12-inch lifts. Compaction of backfill shall be such as to obtain 95% of the maximum unit density as determined at the optimum moisture content.

4. For all other areas, backfilling shall consist of placing excavated material as defined in Paragraph 2.01.A. of this Section, in 12-inch lifts to finish grade. Compaction of backfill shall be such as to obtain 90% of the maximum unit density as determined at the optimum moisture content.

3.08 FILLING AND BACKFILLING FOR STRUCTURES

A. Embankments underlying structural footings, streets and drives, sidewalks and around structures shall be granular material meeting the requirements of the Michigan Department of Transportation for granular material compacted to 95% density.

B. In all other areas, material required for embankments and backfilling shall be soil or soil-rock mixture free of organic and other deleterious matter and shall contain no more than 15% rocks or lumps larger than 2-1/2 inches in the greatest dimension, compacted to 90% density.

C. Under all interior and exterior floor slabs, an 8-inch thick granular cushion shall be placed. This material shall be clean mineral aggregate meeting the following gradation requirements:

Passing the No. 4 Sieve	100%
Passing the No. 200 Sieve	0-3%

D. Where embankment material is placed to achieve a new surface elevation, the top 4 inches shall be approved topsoil either salvaged from the site or hauled in by the CONTRACTOR.

3.09 FILLING AND BACKFILLING FOR PAVED SURFACES

A. Embankments, including sand cushions and granular fills, shall be placed in successive layers not more than 6-inches in depth the full width of the cross section, each layer to be thoroughly compacted by means of vibratory compactors or by an approved pneumatic-tired roller or combination thereof, as required by the ENGINEER. Each layer shall be compacted to not less than 98% of the maximum unit density as determined at the optimum moisture content. All parts of the embankment shall be uniformly compacted, and the CONTRACTOR shall so direct all earthmoving equipment used in the work so that the same shall be attained. Embankment or fill outside the limits of the subgrade where sand or gravel is not required shall be made with suitable material, which is free from perishable organic matter, rubbish, stones, broken concrete, roots, or other foreign materials, at no additional compensation. Before any embankments are begin, the base shall be made firm and cleared of topsoil, sod or other perishable material. The sides of the embankment shall be neatly and evenly dressed to the slope shown on the Plans, or such other slope as the ENGINEER may direct.

B. Upon completion of the placing of the curbs, and after the concrete has cured sufficiently, forms shall be removed and the excavated space behind the curb shall be backfilled with a good quality of surface soil, free of rubbish, stone, broken concrete, roots or other foreign material. Where adequate acceptable material for backfill behind the curb is not available, granular fill conforming to 2012 MDOT 902, Class II, shall be used. Where the area behind the curb is in cut, it shall be trimmed from the top of the curb on the slope shown on the Plans. If the area is in embankment or fill, an earth berm shall be placed immediately adjacent to the top of the curb and then the embankment of fill shall be finished to the slope shown on the Plans. All trimming and finishing shall be done in a neat, workmanlike manner. All excess concrete and debris shall be removed from the excavation behind the curb line before backfilling begins.

C. In construction of non-rigid pavements, backfilling back of curb and gutter shall be completed before placement and compaction of the base course of the roadway.

3.10 PREPARATION OF SUBGRADE FOR PAVED SURFACES

A. The bottom of the excavation for the pavement or top of the fill shall be known as the pavement subgrade and shall be smoothed, trimmed, and compacted to the required line, grade, and cross section to receive the road metal. It shall be thoroughly compacted by rolling with a roller of approved type weighing not less than 8-tons. The subgrade shall be compacted to at least 98% of the maximum density as designated by the test method AASHO T-180. Inaccessible areas, where rolling is not practical, shall be thoroughly compacted by mechanical tampers capable of striking a blow equivalent to at least 250-foot-pounds per square foot. The subgrade thus formed shall be maintained in a smooth and compacted condition until the pavement has been placed. No base course, surfacing, curb, or curb and gutter shall be placed until the subgrade has been reviewed by the ENGINEER. The subgrade shall be finished in an acceptable condition at least one day in advance of the pavement construction at all times. Six inches of compacted depth of

granular material shall be used where uncompactable soil is encountered. The granular fill shall conform to the 2012 MDOT 902, Class II, compacted to 98% of its density.

B. Immediately prior to placing the pavement, the subgrade shall be tested for conformity with the cross section shown on the Plans by means of an approved template riding on the curb and gutter sections or on side forms. If necessary, materials shall be removed or added, as required, to bring all portions of the subgrade to the correct elevation. Corrected portions shall then be thoroughly compacted and again tested with the template. Pavement material shall not be placed at any portion of the subgrade which has not been tested for correct elevation.

C. The finished subgrade shall be maintained in a smooth and compacted condition until the pavement is placed. No storage piles of fine or coarse aggregate shall be placed directly upon the finished subgrade. Should the subgrade become rutted or disturbed in any manner, it shall be reshaped and recompacted.

3.11 GRADING

A. The CONTRACTOR shall grade the site to achieve the elevations as shown on the Plans. All disturbed areas beyond the grading limits shall be restored to prior condition.

B. Surplus excavated material not needed for embankment shall be disposed of by the CONTRACTOR. Headwalls, culverts, drains, sewers, and appurtenances filled or damaged by the CONTRACTOR during the course of his operations shall be cleaned, repaired, or replaced at his expense.

C. All temporary earth changes shall be in conformance with the Soil and Erosion Control Act.

3.12 RESTORATION

A. Headwalls, culverts, and drainage systems filled or damaged by the CONTRACTOR during the course of his operations shall be cleaned, re-laid or rebuilt with new materials to a condition equal to the original state, and of thickness equal to the original structure and to the original line and grade at the CONTRACTOR's expense.

B. Where the excavation is located beside a ditch and/or where an existing ditch is filled or disturbed in the CONTRACTOR's operations, the CONTRACTOR shall clean, repair, or replace the ditch with properly pitched bottom and side slopes and of section and capacity not less than the original section.

C. Where excavation has been through lawn areas, the CONTRACTOR shall restore the disturbed area by placing topsoil and seeding or sodding over the final backfill material. Turf establishment shall be done using the Special Provision on the plans. In landscape areas, seed mixes specified within the plans must be followed.

D. The CONTRACTOR shall remove excess dirt and other construction material from the site of the work and leave the site in a condition equal to its original state.

E. The final condition of the streets and roadways shall be subject to the approval of the governmental body having jurisdiction thereof, as well as review by the ENGINEER.

END OF SECTION

1.00 GENERAL

1.01 DESCRIPTION

A. Furnish all labor, tools, equipment, and materials to adjust structure covers as noted on the plans and as specified herein. All work shall be performed in accordance with the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction unless otherwise noted. The work shall be paid for as Dr Structure Cover, Adj, Case 2, and it will also include the adjustment of gate well and sanitary sewer castings and covers. It will also include furnishing and placing castings, covers and grates meeting the requirements of Ypsilanti Charter Township.

2.00 PRODUCTS

2.01 BRICK AND BLOCK

A. Clay brick to be used in the construction of manholes, catch basins, and similar structures shall conform to the current ASTM C32, Grade MS. Concrete brick shall conform to the requirements for concrete building brick and structural masonry of current ASTM C55, Grade S-II. Concrete block for manholes, catch basins, and inlets shall conform to the current ASTM C139. Mortar for plastering drainage structures shall be made of one part Portland cement and two parts fine aggregate.

B. The concrete block masonry used to construct manhole and catch basin walls shall be solid curved blocks with the inside and outside surfaces curved to the required radii. The blocks shall have tongue and groove or other approved type of joint at the ends so that the units interlock to form a strong, rigid structure. Curved blocks shall have the inside and outside surfaces parallel.

C. The block shall not exceed 18 inches in length or 8 inches in depth (height). No block shall be less than 6 inches in width (thickness). All blocks in one structure shall be of the same height dimension. The blocks shall be designed for length so that only full-length or half-length blocks are required to lay the circular wall of any one course.

D. Blocks intended for use in the cones or tops of manholes and catch basins shall have such shape as may be required to form the structure as shown on the Plans with inside and outside joint not to exceed 1/4-inch in thickness.

2.02 CASTINGS

A. Castings shall conform to the latest revision of the ASTM Specification A48, Gray Iron Castings, and be coated by the manufacturer with coal tar pitch, varnish, or other asphaltum coating reviewed by the ENGINEER.

B. Frames and lids shall meet the requirements of Pittsfield Charter Township.

3.00 EXECUTION

3.01 EXCAVATION AND BACKFILL

A. All excavation and backfill around the structures shall conform to Section 2.04, Earthwork.

3.02 ADJUST STRUCTURE COVER

A. Final adjustment of the top of manholes and catch basins, so that the manhole or catch basin cover is at finished elevation as shown on the Plans or meets the finished surface, may be accomplished with sewer brick conforming to the previously listed Specifications. The total height of brick for this purpose shall not exceed 12 inches. The inside and outside surfaces of all manholes and catch basins constructed with sewer brick will receive a plaster coat of mortar 2-inch in thickness. The inside coat of mortar shall be applied in a smooth, neat workmanlike manner.

B. All block and brick masonry units shall be laid in a full bed of mortar. The inside joints of the block masonry construction shall be tooled in a neat and workmanlike manner.

3.03 MEASUREMENT AND PAYMENT

A. All work associated with adjusting the casting and cover for gate wells, drainage structures and sanitary manholes including furnishing and placing new frames and covers, shall be considered included in the contract pay items Dr Structure Cover, Adj, Case 2, and it will not be paid for separately.

END OF SECTION

1.00 GENERAL

1.01 DESCRIPTION

A. Furnish all labor, tools, equipment, and materials to furnish and install 6-inch diameter geotextile-wrapped slotted HDPE corrugated underdrain with all required backfill material as detailed on the plans and as directed by the ENGINEER. The CONTRACTOR shall note that furnishing and placing the specified backfill materials, including the required thicknesses, depths, and densities, as detailed on the plans, shall be paid for as “Underdrain” and “Underdrain Outlet,” and they will not be paid for separately.

2.00 PRODUCTS

2.01 PIPE

A. Corrugated HDPE and geotextile wrap shall meet the requirements as specified in Section 404 Underdrains of the MDOT 2012 Standard Specifications for Construction.

2.02 GEOTEXTILE FABRIC

A. Geotextile non-woven fabric for separating aggregates shall meet the requirements as specified in Section 910 Geosynthetics of the MDOT 2012 Standard Specifications for Construction.

2.03 BACKFILL MATERIALS

A. Backfill materials, including MDOT 6A stone and MDOT 21AA aggregate, shall meet the requirements as specified in Section 902 Aggregates of the MDOT 2012 Standard Specifications for Construction.

3.00 EXECUTION

3.01 EXCAVATION AND BACKFILL

A. All excavation and backfill above the pipe shall conform to Section 2.04, Earthwork.

B. Corrugated HDPE with geotextile wrap shall be laid on a compacted subgrade.

C. Compacted MDOT 6A stone aggregate material shall be placed at the sides of the pipe and cover not less than 4-inches over the pipe, and it shall be compacted to not less than 95% of its maximum unit weight.

D. An ENGINEER-approved non-woven geotextile fabric shall be placed over the MDOT 6A stone to separate it from a 9-inch thick section of MDOT 21 AA aggregate that is to be placed over the MDOT 6A stone. The MDOT 21AA aggregate shall be compacted to not less than 98% of its maximum unit weight.

3.02 PIPE PLACEMENT

A. Pipe shall be laid true to the required lines and grades. All trenches when pipe laying is in progress, shall be kept dry; and all pipes and fittings shall be uniformly supported on a properly trimmed bedding.

B. The grade as shown on the profiles is that of the pipe invert and that to which the work must conform. The grade shall be kept by batter boards, levels, laser, or other tools which shall be furnished by the CONTRACTOR at his expense. Each pipe shall be laid accurately to the line and grade.

C. The locations of the piping as shown on the Plans has been determined to avoid, insofar as possible, interference with trees or structures or fixtures above ground and other underground mains, services, utilities, or structures. Any change in location or alignment of piping, which may be found more feasible or practicable as the work progresses, shall be made by the CONTRACTOR, as the ENGINEER may direct.

D. Whenever it is necessary to deflect pipe from a straight line either in the horizontal or vertical plane to avoid obstructions, or where long radius curves are permitted, the amount of deflection allowed shall not exceed that required for satisfactory jointing and shall be reviewed by the ENGINEER.

E. Whenever it is necessary to cross existing curbs and sidewalks that are identified to remain, the CONTRACTOR shall tunnel and/or push bore under these features so as to not require their removal and replacement. The removal and replacement of additional curb and sidewalk for the installation of underdrain will need to be reviewed and approved in advance by the ENGINEER.

3.03 PIPE CONNECTIONS

A. When an underdrain is to connect to an existing manhole, a hole adequate to receive the new pipe shall be cut into the manhole.

B. For connections to existing precast reinforced concrete manholes, a hole shall be cut into the concrete manhole wall to receive the pipe. Reinforcing steel shall not be cut but shall be bent and replaced in the area that is to be patched. A form shall be constructed over the area of pipe penetration. The formed area shall then be filled with ENGINEER-approved grout. The tapping of existing manholes for the connection of underdrain shall be paid for as contract pay item “Underdrain.”

END OF SECTION

1.00 GENERAL

1.01 DESCRIPTION

A. The CONTRACTOR shall furnish all labor, materials, tools, and equipment necessary to construct the various pavements and walks as described herein and/or shown on the Plans.

B. This work may include, but not necessarily be limited to the following:

1. Hot Mix Asphalt Paving (Pedestrian Pathways)
2. Concrete ADA Sidewalks
3. Concrete ADA Curb Ramps
3. Concrete ADA Sidewalk Ramps

C. Where MDOT is referenced in this Section, it shall mean the Michigan Department of Transportation Standard Specifications for Construction, 2012 Edition.

D. Where HMA occurs in statements in this Section, it shall mean Hot Mix Asphalt.

1.02 RELATED WORK

A. Removal of the items listed in Subsection 1.01.B, if existing, is described in Section 2.03, Demolition.

B. Preparation of a stabilized subgrade is described in Section 2.04, Earthwork.

2.00 PRODUCTS

2.01 SUBBASE

A. Subbase shall meet the requirements of MDOT Section 902, Class II material.

2.02 AGGREGATE BASE COURSE

A. Aggregate shall meet the requirements of MDOT Section 902, 21AA limestone aggregate.

2.03 AGGREGATE SURFACE COURSE

A. Aggregate shall meet the requirements of MDOT Section 902, 23A limestone aggregate.

2.04 HMA BASE, LEVELING AND SURFACE

A. HMA base, leveling and wearing course for pathways shall meet the requirements of MDOT Section 501, for HMA mixtures 13A, PG 58-28 with a minimum application rate of 275 lb/syd.

2.05 PRIME AND BOND COATS

A. Prime and bond coats shall meet the requirements of MDOT Section 904.

2.06 CONCRETE WALKS

A. Concrete walk shall meet the requirements of MDOT Section 803 as well as ADA requirements. Concrete shall be Grade P1.

2.07 CONCRETE CURB RAMPS

A. Ramps shall meet the requirements of MDOT Section 803 as well as ADA requirements. Concrete shall be Grade P1.

3.00 EXECUTION

3.01 SUBBASE

A. Subbase shall meet the requirements of MDOT Section 301.

3.02 AGGREGATE PAVEMENT

A. Aggregate base course shall meet the requirements of Section 302.

END OF SECTION

1.00 GENERAL

1.01 DESCRIPTION

A. The CONTRACTOR shall furnish all labor, materials, tools, and equipment necessary to construct the various site improvements as described herein and/or shown on the Plans.

B. This work shall include, but not necessarily be limited to, the following:

1. Pathway ADA Railing
2. ADA Bench
3. ADA Picnic Table
4. Bollard

1.02 RELATED WORK

A. Concrete work is described in Section 2.13, Pavements & Sidewalks

1.03 SUBMITTALS

A. The CONTRACTOR shall submit six (6) copies of manufacturer's drawings and data of each the railing, bench, picnic table, bollard and accessories proposed to the ENGINEER for review.

1.04 GUARANTEES

A. Furnish a minimum 1-year guarantee of all material and workmanship.

2.00 PRODUCTS

2.01 PATHWAY ADA RAILING

A. All railing shall be ADA compliant, with a black powder coated finish.

Pathway ADA railing manufacturer shall be Kee Access system or approved equal.

1. Posts

a. The railing posts shall be black powder coated, size 1-1/2” and spaced no more than 4-ft apart.

b. Posts shall be embedded in 1-ft. diameter, 42” deep concrete foundation.

2. Railing Components

a. Components shall allow for railings to curve as shown on the Plans. All components shall be black powder coated. Components shall be supplied such that there are no exposed pipe ends.

b. A top and intermediate rail shall be provided as shown on the Plans.

c. The top rail must be between 34” and 38” from ground level.

d. The top and intermediate rail must extend 12” beyond the end of the ramp run.

2.02 ADA BENCH

A. All benches shall be black recycled plastic timber, and 6-ft in length.

ADA bench manufacturer shall be Pilot Rock Model OWB3-6 or approved equal.

1. Frame

   a. The frame shall be black powder coated and embedded in a concrete foundation as shown on the Plans.

2. Seat

   a. The seat shall be 100% recycled plastic molded into 3” x 4” nominal sized timbers with solid black color formed throughout and a U.V. stabilizer added for ultra-violet protection. All timbers are precision drilled for assembly; and has all exposed edges removed to a 3/8” radius. Outside timbers have a bull-nose radius on outside edges.

3. Companion Seat

   a. An HMA bench pad and companion seating area shall be installed as shown on the Plans. HMA should conform to Section 2.13 Pavements & Sidewalks.

2.03 ADA PICNIC TABLE

A. All picnic tables shall be ADA compliant, black recycled plastic top and seats, with seats 6-ft in length and a top extending to 8-ft. in length to accommodate ADA seating.

ADA picnic table manufacturer shall be Pilot Rock Model UT/G-6 or approved equal.

1. Frame

   a. The frame shall consist of steel components that are hot-dip galvanized after fabrication to ASTM-A123 to maintain an average zinc coating of 2.0 oz. per sq. ft. of surface area.

2. Top and Seats

   a. The top and seats shall be made of 100% recycled plastic molded into 2” by 10” nominal sized planks with solid black color formed throughout and a U.V. stabilizer added for ultra-violet protection.

2.04 BOLLARD

A. All bollards shall be primed with rust and corrosion resistant, zinc rich primer with 5,000-hour salt spray performance. Standard finish shall be TGIC Polyester outdoor finish RAL1028 Yellow, TGIC Polyester powder definition; meets decorative and functional requirements for gloss retention, physical properties, chemical resistance and weatherability.

Bollards shall collapse to a 5-inch clearance allowing vehicle traffic to pass and shall lock in upright position with stainless steel lock pin and padlock.

Bollard manufacturer shall be TrafficGuard Single Post Style HDHB or approved equal.

1. Bollard Posts

    a. Bollard posts shall be in accordance with ASTM A500 and dimensioned as 6” x 4” x 3/8”.

2. Bollard Base Plate

    a. Bollard base plate shall be in accordance with ASTM A36 and dimensioned as 12” x 12”.

3. Lock and Hinge Pins

    a. Lock and hinge pins shall be 8-18 stainless steel and dimensioned as 3/4” x 8”.

3.00 EXECUTION

3.01 PATHWAY ADA RAILING

A. Install railing as shown on the plans or as approved by the ENGINEER. Ensure the work is in accordance with Section 808 of the MDOT 2012 Standard Specifications for Construction and manufacturers recommendations. Embed posts in a concrete footing as shown on the Drawings.

Place concrete as described in Section 2.13, Pavements and Sidewalks or as directed by the ENGINEER.

3.02 ADA BENCH

A. Place benches as shown on plans or as approved by the ENGINEER. Install benches on top of a 6-inch HMA pavement with 4-inch aggregate base and embed in concrete foundation as per plan detail and manufacturers recommendations. Hardware should be stainless steel or per manufacturers recommendations.

Place HMA and concrete as described in Section 2.13, Pavements and Sidewalks or as directed by the ENGINEER.

3.03 ADA PICNIC TABLE

A. Place picnic tables as shown on plans or as approved by the ENGINEER. Install benches per plan detail and manufacturers recommendations. Hardware should be stainless steel or per manufacturers recommendations.

3.04 BOLLARD

A. Place bollard as shown on plans or as approved by the ENGINEER. Install bollards per plan detail and manufacturers recommendations. Hardware should be stainless steel or per manufacturers recommendations.

3.05 CLEAN-UP

A. Clean-up all debris and unused materials and remove from site.

END OF SECTION

1.00 GENERAL

1.01 DESCRIPTION

A. To assure quality landscaping and lawn restoration work is completed on the project, the restoration CONTRACTOR/subcontractor shall be named and approved at the time of Contract award and have a minimum of 5-years of experience with the main business of providing landscaping services.

B. Furnish all labor, materials, tools, and equipment required to restore the ground surface to original conditions and to remove from the site all tools, equipment, rubbish, and construction debris of all designation. This will include placing sod as specified herein. All work shall be performed in accordance with the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction unless otherwise noted.

C. Related work that is not a part of this Section and is specified elsewhere includes:

Site General Provisions	Section 2.01
Earthwork	Section 2.04

2.00 PRODUCTS

2.01 SEED

A. Seed mixture shall meet the requirements of THM as referenced in MDOT Specification, Section 816.

2.02 FERTILIZER

A. Fertilizer shall meet the requirements of MDOT Specification, Section 816 for Class B Fertilizer or as approved by the ENGINEER.

2.03 TOPSOIL

A. Topsoil shall meet the requirements of MDOT Specification, Section 816 for Topsoil and it shall contain five to eight percent organic material.

2.04 MULCH

A. Mulch shall meet the requirements of MDOT Specification, Section 816 for Mulch.

2.05 WATER

A. Water shall meet the requirements of MDOT Specification, Section 816 for Water.

3.00 EXECUTION

3.01 CLEANUP

A. All disturbed areas not within roadways or driveways shall be seeded. All debris shall be removed from the site.

3.02 TOPSOIL AND SEEDING

A. Topsoil shall be spread to a depth of 4-inches unless otherwise shown on the Plans. Placement of topsoil and seed shall conform to MDOT Specification, Section 816.

B. All areas to be seeded shall be fertilized in accordance with MDOT Specification, Section 816.

C. Seed shall conform to MDOT Specification, Section 816.

3.03 WATERING

A. The CONTRACTOR shall supply the necessary water and continuously water the seeded areas until the turf is established.

3.04 MEASUREMENT AND PAYMENT

A. All work associated with furnishing and placing 4-inches of approved topsoil, seed, fertilizer, and continuous watering as necessary to establish or reestablish turf areas as shown on the plans or as directed by the ENGINEER shall be considered included in the Contract pay item Cleanup and Demobilization, and they will not be paid for separately.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. All labor, materials, equipment necessary to provide finished site revegetation. Work includes planting preparation, topsoil, seeding, planting accessories, and tree and shrub planting installation.

1.02 REFERENCES

A. ANSI - American National Standards Institute:

1. American Standard for Nursery Stock, ANSI Z60.12014

1.03 DEFINITIONS

A. Plant Stock: This includes plant material that is to be introduced to Site regardless of its form or maturity. Plant stock may be referred to as woody, such as trees, shrubs, and some varieties of vines; or herbaceous, such as forbs, grasses, sedges, and some varieties of vines. Immature plant stock may be in form of germinated and ungerminated seeds. Mature herbaceous plant stock is generally in form of potted or containerized whole plants. Mature woody plant stock is generally in form of containerized, balled and burlapped, or bare root trees and shrubs.

B. Acceptance: Wherever the terms “acceptance” or “accepted” are used herein, they mean acceptance of OWNER/ENGINEER in writing.

C. Planting Installation Acceptance: This refers to the written acceptance by the OWNER/ENGINEER of the installed plant material.

D. Product Purchase and Delivery Documentation: Product order sheet and delivery manifest.

1.04 SUBMITTALS

A. All submittals shall be clearly identified by reference to Section Specification number, Paragraph, and Drawing number as applicable. Submittals shall be clear and legible and of sufficient size for clear presentation of data.

B. Product data as specified in individual Specification Sections, include, but are not necessarily limited to, standard prepared data for manufactured products (sometimes referred to as catalog data), such as the manufacturer's product specification and installation instructions, availability of colors and patterns, manufacturer's printed statements of compliances and applicability, roughing-in diagrams and templates, catalog cuts, product photographs, standard wiring diagrams, printed performance curves and operational-range diagrams, production or quality control inspection and test reports and certifications, mill reports, product operating and maintenance instructions and recommended spare-parts listing and printed product warranties, as applicable to the work.

C. Samples

1. Samples specified in individual Specification Sections, include, but are not necessarily limited to, physical examples of the work such as sections of manufactured or fabricated work, small cuts or containers of materials, complete units of repetitively-used products, color/texture/pattern swatches and range sets, specimens for coordination of visual effect, graphic symbols and units of work to be used by the ENGINEER or OWNER for

independent inspection and testing, as applicable to the work.

D. All substitutions, materials, or execution shall be approved by the OWNER/ENGINEER, in writing, a minimum of 1 month prior to installation. The OWNER/ENGINEER reserves the right to require a sample of substituted material(s) prior to approval for construction.

E. Soil Test:

1. Provide Testing Laboratory Qualifications: An independent laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.

2. Topsoil Analysis (existing surface soil and imported topsoil): Furnish soil analysis by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; deleterious material; pH; and mineral and plant-nutrient content of topsoil.

    a. Report suitability of topsoil for plant growth. State recommended quantities of nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory topsoil.

F. Landscape Plan: CONTRACTOR to provide ENGINEER one month prior to initiation of landscape work and shall include:

1. All relevant permits, licenses, and authorizations.

2. Written detail for all planting methods, schedule, and certificates.

3. Plant Stock Certificates from woody plant stock suppliers which shall include:

    a. Botanical name, including cultivar, and common name.
    b. Quantity.
    c. Size.
    d. Type (B&B, Container, Bare Root…etc.)
    e. Origin (Location grown).
    f. Name, address, and phone number of supplier.

4. Seed Certificates from seed suppliers which shall include:

    a. Botanical names and common names.
    b. Net weight.
    c. Percentage of seeds by weights.
    d. Purity of seed.
    e. Amount of undesirable plant seeds present in mixture.
    f. Germination percentage.
    g. Date of production.
    h. Date of packaging.
    i. Location of packaging.
    j. Name, address, and phone number of supplier.

5. Material test reports for imported AND native soils.

6. Name and address of mulch supplier(s) and a small physical sample of the material to be used.

1.05 QUALITY ASSURANCE

A. Plant Stock Suppliers:

1. Obtain plant stock only from established suppliers capable of providing quantities adequate to complete this project. Suppliers shall be required to provide data requested for required submittals prior to use of stock. Suppliers shall be located in Southeast Michigan, when possible, and not outside of the Great Lakes ecoregion.

B. Contractor Qualifications:

1. All landscaping work shall be performed by a Landscape Contractor experienced in planting and establishing the specified plant stock herein. Personnel used to perform installation of plant materials shall have occupational experience in landscape planting projects similar to the scope and size of this project.

2. Installation of Rain Garden facilities and site landscape installation shall be performed only by experienced workmen familiar with planting procedures under the supervision of a qualified supervisor.

C. Regulatory Requirements:

1. Perform all work in accordance with all applicable laws, codes, and regulations required by authorities having jurisdiction over such work.

2. Adhere to all federal, state, and local regulations for all phases of the project regarding erosion and sediment control measures.

3. Anticipate field conditions that may result in erosion, fires, noise, dust, and other potentially problematic situations and take steps necessary to reduce or eliminate these conditions in compliance with relevant ordinances and regulations.

4. All plant stock, original and replacement, shall comply with state and federal Laws and Regulations with respect to inspection for plant diseases and insect infestations. Quality and size shall conform to the current edition of *American Standard for Nursery Stock* (ANSI Z60.1) as published by AmericanHort, formed in 2014 with the consolidation of the American Nursery & Landscape Association and OFA—The Association of Horticultural Professionals.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Pack, handle, and transport plant stock in a manner approved for that species and size by OWNER/ENGINEER. Take precautions that are customary in good trade practice to ensure proper transport and arrival of plant stock.

B. Anti-Desiccant: Spray all evergreen or deciduous plant material in full leaf immediately before transporting with anti-desiccant. Apply an adequate film over trunks, branches, twigs, and foliage.

C. Digging: Dig ball and burlap (B & B) plants with firm, natural balls of earth of diameter meeting requirements of ANSI Z60.1-2014, and of sufficient depth to include the fibrous and feeding roots.

D. Furnish standard products in unopened manufacturer's standard containers bearing original labels showing quantity, analysis, and name of manufacturer.

E. Store plant stock in a manner to prevent damage or deterioration. Plant stock stored for excessive lengths of time or at a time of year which is not suitable by standard horticultural practice shall not be accepted for planting. Store products with protection from weather or other conditions that would damage or impair the effectiveness of the product.

F. Store plant stock in aboveground locations in non-construction areas approved by OWNER/ENGINEER if not transplanted directly. Keep woody and herbaceous plant stock stored cool and sheltered from drying effects of direct sunlight, unless specifically required by plant stock, and prevailing winds. Place sufficient soil or mulch about roots of plant stock to protect them from desiccation and to provide nourishment during storage. Supply adequate water to maintain plant stock in a healthy and vigorous state suitable for transplanting.

G. The following conditions shall render Plant Stock Unacceptable:

1. Plant stock that arrives dried out, exposed to excessive heat, wind burn or that has been in storage for extended periods of time.

2. Plant stock displaying mold, decay, or physical damage.

3. Seeds in wet or damaged packaging are not acceptable.

H. Deliver and store seed mixtures in original sealed containers. Store seeds in weatherproof and rodent-proof enclosures. Reject seed when it becomes wet, moldy, or otherwise damaged.

1. Seed container labels should have the following minimum information:

a. Botanical name and common name.
b. Net weight.
c. Percentages of seeds by weight.
d. Percentage of germination.
e. Amount of undesirable plant seeds present in mixture.
f. Pure Live Seed (PLS)
g. Date of production.
h. Name and address of supplier.

I. The OWNER/ENGINEER shall reserve the right to refuse any plant material that is unacceptable upon delivery to site.

J. Changes and/or substitutions of plant materials from what is specified on the Drawings are unacceptable without prior written authorization from OWNER/ENGINEER.

K. All plant materials shall be inspected and approved by OWNER/ENGINEER prior to installation on-site.

L. Do not lift or handle plants by tops, stems or trunks at any time. Do not bind or handle plants with wire or rope at any time.

1.07 SEQUENCING AND SCHEDULING

A. Installation

1. Installation of plant stock per the contract documents and this specification section.

PART 2 – PRODUCTS

2.01 TOPSOIL

A. RAIN GARDEN PLANTING SOIL

1. The soil shall be a uniform mix, free of stones, stumps, roots or other similar objects larger than two inches. No other materials or substances shall be mixed or dumped within the Rain Garden area that may be harmful to plant growth, or prove a hindrance to the planting or maintenance operations. The planting soil shall be free of Bermuda grass, Quackgrass, Johnson grass, or other noxious weeds. The planting soil for Rain Garden facilities shall consist of a mixture of sand, topsoil, and compost. In addition, the soil shall have infiltration rates no less than 0.5 inches per hour. To achieve this, typical soil mixes consist of approximately 20-30% organic compost (i.e. leaf compost), 20-30% top soil, and 40-60% sand or roughly a 4:2:2 ratio of sand, soil and compost.

2. Additional recommendations for the planting soil include a 1.5 to 3 percent organic content and a maximum 500 ppm concentration of soluble salts.

3. If the existing soil does not meet the above characteristics, then it shall either be adjusted to meet the criteria or removed and replaced with an acceptable planting soil. Soil tests shall be performed for every 500 cubic yards of planting soil, with the exception of pH and organic content tests, which are required only once per Rain Garden area and shall meet the following criteria:

    a. PH range 5.2 – 7.0.
    b. Organic matter 1.5 - 3% (by weight).
    c. Magnesium 35 lb./ac.
    d. Phosphorus (phosphate - P2O5) 75 lb./ac.
    e. Potassium (potash - K2O) 85 lb./ac.
    f. Soluble salts not to exceed 500 ppm.

4. All Rain Garden areas shall have a minimum of one test. Each test shall consist of both the standard soil test for pH, phosphorus, and potassium and additional tests of organic matter, and soluble salts. A textural analysis is required from the site stockpiled topsoil. If topsoil is imported, then a texture analysis shall be performed for each location where the topsoil was excavated. Should the pH fall out of the acceptable range, it may be modified (higher) with lime or (lower) with iron sulfate plus sulfur.

5. To prevent root intrusion into the underdrain system, the depth of the planting soil shall be no shallower than the root zone of the vegetation planted in the Rain Garden. In addition, the depth shall be at least 4 inches below the largest root ball.

2.02 SOIL AMENDMENTS

A. If deemed necessary, application of various soil amendments can be made as follows and in coordination with OWNER/ENGINEER.

2. Manure: 2 to 3 years old, well-rotted, animal manure, free from shavings, refuse, and other materials harmful to plant growth.

3. Bonemeal: commercial, raw, finely ground; 4% nitrogen and 20% phosphoric acid.

4. Commercial fertilizer: complete fertilizer of neutral character, with at least some elements derived from organic sources and containing the percentages of available plant nutrients.

5. Wood chips: wood chips and shredded bark may be coarse- or fine-screen graded.

B. PH Adjuster:

1. Lime: ground dolomite limestone containing not less than 85% calcium and magnesium carbonates, 50% passing through a 100-mesh screen, 98% passing through a 20-mesh screen.

2. Elemental sulfur: finely ground horticultural grade material containing at least 95% purity. Material will be delivered in unopened containers with the manufacturer's guaranteed analysis.

2.03 PLANT STOCK

A. Furnish plant species and sizes as indicated on the Plans. Substitutions in plant species or size can be made only by written approval of the OWNER/ENGINEER.

B. Plant stock shall be true to their name as specified. Plant species must be of native stock; horticultural cultivars will not be accepted.

C. Use commercially available plant stock that has been raised in local (Southeast Michigan) nurseries under similar climatic conditions. No plant stock shall be accepted from outside the Great Lakes ecoregion without prior written approval from the OWNER/ENGINEER.

D. Trees shall be field grown (balled and burlapped), grown in field soil for at least 12 months prior to harvest.

E. Plants shall be free of insects and diseases.

F. Plants shall exhibit a balanced growth habit and shall show appearance of healthy growth and vigor.

G. Trees shall have intact root balls with original earth firmly in place around roots. Non-containerized trees and shrubs shall be wrapped tightly and securely with untreated burlap and, if necessary, shall be tied securely with a biodegradable natural fiber twine such as jute to provide further protection for root ball. Plants balled using non-biodegradable burlap will not be accepted.

2.04 SEED STOCK

A. Use commercially available native seed that has been raised in local (Southeast Michigan) nurseries under similar climatic conditions. No seed shall be accepted from outside the Great Lakes basin without prior written approval from the OWNER/ENGINEER.

B. Seed Mixes shall include species and pounds per acre (LB/AC) as indicated on the plans.

1. Seed mixtures shall be blended by supplier at specified ratios of various species and shall be guaranteed by supplier as being true to specifications.

2. Seed shall be "clean" according to industry quality standards.

3. It is acceptable to use more than one seed supplier if necessary, to fulfill the specified species list, provided the rates in LB/AC are retained.

4. Turf grass seed mix shall be a mix of turf forming grasses adapted to cool-season growth in the Midwest Region of the United States, adapted to part sun and part shade, with moderate drought tolerance. Seed landscape plans for seed mix and general notes.

C. Seed Mixes shall contain no more than 1 percent by weight of undesirable plants species determined by standard purity tests, including but not limited to the species below.

Scientific Name	**Common Name**
Agrostis gigantea	redtop
Ailanthus altissima	tree-of-heaven
Alliaria petiolata	garlic mustard
Ambrosia artemisiifolia	common ragweed
Ambrosia trifida	giant ragweed
Arctium minus	common burdock
Barbarea vulgaris	yellow rocket
Berberis thunbergii	japanese barberry
Berteroa incana	hoary alyssum
Bolboschoenus maritimus	bulrush
Brassica nigra	black mustard
Celastrus orbiculatus	oriental bittersweet
Centaurea stoebe	spotted knapweed
Chenopodium album	lambs-quarters
Cirsium arvense	canada thistle
Cirsium vulgare	bull thistle
Convallaria majalis	lily-of-the-valley
Convolvulus arvensis	field bindweed
Cynodon dactylon	bermuda grass
Cyperus esculentus	yellow nutsedge
Daucus carota	queen-annes-lace
Digitaria ischaemum	smooth crab grass
Digitaria sanguinalis	hairy crab grass
Dipsacus fullonum	wild teasel
Dipsacus laciniatus	cut-leaf teasel
Elaeagnus umbellata	autumn-olive
Elymus repens	quack grass
Fallopia convolvulus	false buckwheat
Fallopia japonica	japanese knotweed
Frangula alnus	glossy buckthorn
Hesperis matronalis	dames rocket
Ipomoea purpurea	common morning-glory
Ligustrum vulgare	common privet
Lonicera maackii	amur honeysuckle
Lonicera tatarica	tartarian honeysuckle

Scientific Name	Common Name
Lysimachia nummularia	moneywort
Lythrum salicaria	purple loosestrife
Melilotus albus	white sweet-clover
Melilotus officinalis	yellow sweet-clover
Morus alba	white mulberry
Pastinaca sativa	wild parsnip
Phragmites australis	reed
Rhamnus cathartica	common buckthorn
Robinia pseudoacacia	black locust
Rosa multiflora	multiflora rose
Rumex crispus	curly dock
Scilla luciliae	glory-of-the-snow
Sinapis arvensis	wild mustard
Sonchus arvensis	perennial sow-thistle
Sorghum halepense	johnson grass
Stellaria media	common chickweed
Tanacetum vulgare	garden tansy
Taraxacum officinale	common dandelion
Vincetoxicum nigrum	black swallow-wort

B. Seed shall contain no federal or state listed noxious or invasive weeds (an amount within the tolerance of zero percent) as determined by a standard purity test.

C. Seed mix shall contain no Federal or State listed threatened or endangered plant species, unless otherwise authorized by ENGINEER.

D. Seed mix substitutions can be made only by written approval of the OWNER/ENGINEER.

2.05 MULCH

A. Mulch for all woody plant stock shall be composed of shredded hardwood bark. Mulch shall not contain any foreign material, debris, or compounds that may be detrimental to plant growth.

B. Obtain OWNER/ENGINEER's approval prior to use of other types of mulch.

2.06 TREE WRAP FOR SEEDLINGS:

A. Install per manufactures instructions. The wrap is necessary to reduce potential damage from deer and rodents.

B. Tree Wrap Manufactures:

1. Itasca greenhouse Inc, 1-800-538-8733 rigid seedling protector tube.

2. MDI, 218-326-9544, tree wrap for seedlings.

3. Stuewe and Sons, 800-553-5331, zipset tree wrap.

4. Approved equal, biodegradable preferred.

2.07 BACKFILL SOIL

A. Backfill soil for planting pits shall consist of 50% excavated material and 50% imported topsoil and shall be finely divided, loose, and free of clods. Lumps, stone, litter, and other foreign non-organic material larger than 1-inch shall be removed. Non-desirable organic matter, including plants, roots, weeds, and perennial rhizomes shall also be removed. If additional soil is required, topsoil shall be used.

2.08 ACCESSORIES

A. CONTRACTOR to install tree guards on all trees less than 2-inch caliper to protect against damage due to deer antler rub.

2.09 HERBICIDES AND PESTICIDES

A. Any herbicide or pesticide intended for use on site must be approved by the OWNER/ENGINEER prior to use.

B. Herbicides shall have Glyphosate as the primary active ingredient, unless otherwise approved by the OWNER/ENGINEER. Herbicides shall be approved for aquatic use where applicable.

C. The use of pesticides is not recommended and will only be approved under extreme circumstances. Under no circumstances will pesticide application be allowed where the risk of surface water contamination exists unless the pesticide is approved for aquatic use.

2.10 EQUIPMENT

A. Seeding Equipment: Obtain OWNER/ENGINEER's approval prior to use. The following requirements apply to specific equipment that may be used in seeding activities:

1. Tractors and Crawlers: Shall have low-pressure flotation tires or broad tracks so that soil compaction is minimized in areas of Site preparation or seeding activities.

2. Disc: In good repair with sound unbroken blades; weighted as necessary to achieve required tillage depth.

3. Rollers or Cultipackers: Minimum 6-inch diameter rollers; of sufficient weight to pulverize clods of soil. To be used following rough grading on subgrade soils as a preparation for installation of seedbed soils.

4. Airway Shattertyne: Roller tynes shall be 10 to 12-inch OD so that topsoil or organic-rich common fill and surface mulches are mixed into top 2 to 4 inches of subgrade. Weighting of this equipment should be minimal so as to avoid compaction of organic-rich common fill.

5. Spinning Disc Seeder: When spinning disc seeders are used, mix individual seeds comprising mixture with an appropriate dispersal medium such as damp sterile sand or sawdust prior to sowing.

6. Tractor-drawn or Mounted Seeders: Provide with a calibrated adjustable gate opening providing uniform flow over a width adapted to work and able to drop seed directly on

prepared seedbed. Obtain OWNER/ENGINEER'S approval prior to using this system. Equipment shall be equipped with low pressure/high flotation tires or wide tracks which shall result in minimal disruption and compaction of graded wetland surfaces.

7. Broadcast Seeders: Hand methods (cyclone seeders) and mechanical tractor-drawn methods.

8. o-Till Planters and Drills: Rangeland type grass drills and no-till rangeland grass drill planters shall be designed specifically for seeding native grasses and forbs.

PART 3 – EXECUTION

3.01 SEQUENCING AND SCHEDULING

A. Submit a Landscaping Work Plan for approval prior to mobilization to Site for landscaping.

B. Incorporate sequencing and scheduling aspects of Sediment and Erosion Control Plan.

C. Use every possible precaution to prevent damage to existing conditions to remain such as structures, utilities, plant materials on or adjacent to the site of the work.

D. Schedule topsoil placement to permit seeding and planting operations under optimum growing conditions during specified planting time frames. Plant and seed soils within 7-days of topsoil placement.

E. Plant stock shall be installed according to the following time frames:

1. Plant stock March 1 through May 15, and October 15 through November 30.

2. Seeding: April 20, or as soon thereafter as soil is free of frost and in workable condition, through June 15, and September 15 through November 1.

3.02 PLANTING – GENERAL

A. Do not proceed with planting in any area until necessary modifications and/or corrections determined during pre-planting examination are completed and approved by OWNER/ENGINEER. Begin installation within 48 hours after approval by OWNER/ENGINEER. If conditions detrimental to installation or plant growth or safety of planting crew are encountered, immediately notify OWNER/ENGINEER prior to planting. Support approvals, disapprovals, and notifications by written documents containing details of circumstances involved.

B. Maintain Sediment and Erosion Control Plan in conformance with applicable regulations and as approved by OWNER/ENGINEER.

C. Protect finish-graded areas from damage by vehicular or pedestrian traffic and erosion. Maintain drainage patterns as indicated on the drawings. Re-till areas compacted by construction equipment to a minimum depth of 6-inches. Rework and restore any areas compacted or damaged by rain, traffic, or other cause, prior to planting.

D. Environmental Requirements

1. Do not conduct seeding or planting operations when soil is frozen. Materials shall not be applied over snow or ice.

2. Do not undertake seeding and planting activities during stormy weather when excessive precipitation may result in washing of seed away from location intended.

3. Do not install plant materials during periods of temperature extremes when atmospheric temperature may drop below 36 degrees F or rise above 90 degrees F.

4. Do not apply seeds, seed mixtures, slurries with seeds, or mulch when wind conditions are such that materials would be carried beyond designated areas or materials would not be uniformly applied.

5. When drought, excessive moisture, or other unsatisfactory conditions prevail, as determined by the OWNER/ENGINEER, the CONTRACTOR will stop work.

3.03 CONSTRUCTION (RAIN GARDEN)

A. Excavated materials shall be placed away from the facility sides to avoid contamination and possible sidewall instability. The sidewalls of the trench shall be scarified or roughened where sheared and sealed by heavy equipment.

B. Underdrain and Outlet Requirements

1. A perforated pipe underdrain shall be provided beneath the planting soil. The underdrain shall have a minimum grade of 0.5 percent. The perforated pipe shall have a diameter of 4- or 6-inches and shall meet the requirements of city and state regulations. A granular backfill of durable CA-6 aggregate shall be provided up to a minimum of 4-inches above the outside diameter of the pipe.

2. Underdrains are to be placed on geotextile fabric. Pipe shall be placed next, followed by the gravel bedding. Geotextile fabric shall be placed at the top of the gravel bedding to separate the gravel from the soil media. The ends of underdrain pipes not terminating in an observation well shall be capped.

3. Clean-out pipes shall be provided per plans,

C. Erosion and Sediment Control

1. Prior to construction of the Rain Garden facilities, proper planning for sediment control is required. Utilizing the approved sediment and erosion control plans, install the necessary sediment control devices to protect the Rain Garden facilities from contamination by sediment. At a minimum, silt fence material shall be placed around the perimeter or each cell.

2. The proposed Rain Garden should not be disturbed after the initial rough grading and temporary stabilization has been performed. During the construction phase, all drainage shall be directed away from the facility location to avoid excessive sedimentation. Flows can be directed away from the Rain Garden facilities by utilizing silt fencing materials and temporary diversion swales that direct flows to small on-lot silt traps.

3. The area proposed for the Rain Garden facility may be used for the installation of a sediment control facility. However, if a sediment control facility is to become a Rain Garden facility, the following conditions must be met:

   a. All remnant sedimentation shall be removed
   b. The in-situ soils and ponded sediment materials shall be removed, and the remaining surface scarified to expose undisturbed soil that is not clogged with sediment.

c. No sediment removed from the basin shall be used in the soil media mix for the Rain Garden facilities.

4. Grading of any catchment area draining to the facility should be done sparingly and stabilized immediately within 14 days.

5. Erosion and sediment control practices must be inspected and maintained on a routine schedule during and construction and installation of the Rain Garden facilities. After every major storm, facilities shall be inspected for accumulation of sediment. All sediment shall be removed. Particular attention should be paid to the stabilization of disturbed areas and integrity of the sediment control devices. It is best to construct Rain Garden facilities after all contributing drainage areas have been stabilized.

D. Soil Compaction

1. Installation of soils must be done in a manner that will ensure adequate filtration. It is very important to minimize compaction of both the base of the Rain Garden area and the required backfill.

2. Where possible, use excavation hoes to remove original soil. If Rain Garden areas are excavated using a loader, the CONTRACTOR shall use wide track or marsh track equipment. There shall be no use of equipment with narrow tracks or narrow tires, rubber tires with large lugs, or high pressure tires as they will cause excessive compaction resulting in reducing infiltration rates and storage volumes and is not acceptable.

3. Soil surfaces shall be scarified by manually raking to aerate and reduce soil compaction. Soil shall be placed in 8"-12" lifts. Lifts are performed in order to reduce the possibility of excessive settlement. Minimal compaction of soil may be performed using mechanical equipment (such as a backhoe bucket) to reduce the possibility of excessive settlement. Lifts may also be watered to encourage natural compaction.

4. Do not use heavy equipment within the Rain Garden. Heavy equipment can be used around the perimeter of the basin to supply soils and sand. Overfill to allow for natural settlement.

E. Excavation for trees and shrubs

1. Plant per 3.05

2. Do not excavate deeper than depth of the root ball, measured from the root flare to the bottom of the root ball.

3. Do not place root ball directly on any underdrain structures. Adjust root ball such that it is adjacent to but not resting on any underdrain structures.

4. Subsoil and topsoil removed from excavations may not be used as planting soil.

3.04 PLANT STOCK PLANTING

A. Perform planting within time guidelines specified.

B. Install species at locations as indicated on the drawings.

C. Obtain OWNER/ENGINEER’s approval of soil bed preparation, Plant Stock Certificates, and layout before planting. No plant material shall be installed until it has been inspected and approved for planting by the OWNER/ENGINEER.

D. The CONTRACTOR shall verify all plant locations with ENGINEER prior to installation. The ENGINEER reserves the right to adjust plant material locations to meet field conditions, without additional cost to the OWNER.

E. If obstructions are encountered that are not indicated, do not proceed with planting operations until alternative plant locations have been selected and approved in writing by the OWNER/ENGINEER. Where location or spacing dimensions are not clearly shown, request clarification by the OWNER/ENGINEER.

F. If drainage conditions are questionable, the CONTRACTOR shall bring it to the attention of the OWNER/ENGINEER. Adjustment in planting pit locations or elevations to accommodate drainage concerns shall be approved by the OWNER/ENGINEER. Surface drainage problems discovered after plant material is installed shall be corrected to the satisfaction of the OWNER/ENGINEER at the CONTRACTOR's expense.

G. Excavate planting pits as shown on the plans. Scarify sides of the pit prior to planting.

H. Remove non-biodegradable containers prior to planting. Remove plants from containers without disturbing the root ball. All circling roots (root bound) shall be cut and straightened to ensure correct directional root growth after planting.

I. For balled and wrapped plant stock remove burlap and ropes from top 1/3 of ball after placing plant in pit. If metal baskets are present, remove baskets prior to installation unless this practice voids the plant material warranty.

J. All plants shall be set plumb and straight and centered in the pit. Plant root masses shall be in relation to finish grade as shown on the plans.

K. After positioning plant, place specified backfill soil around root mass and compact lightly. When pit is 2/3 full, add water to soak thoroughly, then backfill to surrounding grade. Gently tamp soil firm.

L. Create a continuous saucer around the perimeter of each plant pit to aid retention of irrigation water as shown on the plans.

M. Water plant stock again immediately after planting such that root zone is thoroughly soaked and air pockets are removed.

N. Any unused soil shall be removed from planting area to preserve finished grades.

O. Any tree thrown out of plumb by wind action or other causes shall be replanted by loosening the soil around the root system and re-plumbing the tree or shrub by adjusting the position of the root system. Adjustment shall not be made by pushing, pulling, or restraining the trunk or stem. If, in the opinion of the OWNER/ENGINEER, damage to the root system has occurred as a result of re-plumbing, the tree or shrub shall be replaced by the CONTRACTOR.

P. Provide specified mulch for woody plants. Mulch plants within 24 hours of planting or as directed by OWNER/ENGINEER.

Q. Prune each tree and shrub upon completion of planting to remove dead, broken, or injured branches and to compensate for any root loss incurred during transplanting. Retain natural shape of tree and leave as little stub as possible. Never cut leader. Cuts not made at the base of a branch shall be at a 45-degree angle and approximately ½-inch above a live leaf or bud. Pruning shall be done with a sharp tool to produce a clean cut without bruising or

tearing the bark. Pruning shall be carried out in accordance with accepted arboricultural practices for size and species of vegetation.

3.04 SEEDING

A. Perform seeding within time guidelines specified. Seed must be applied to seedbed within 5 days after topsoil placement.

B. All areas intended for seeding shall be free of weeds and other vegetation. Where necessary, infested areas shall be treated by the CONTRACTOR with an approved selective herbicide as approved by OWNER/ENGINEER.

C. Seedbed soil shall be finely divided, loose, and free of clods. Lumps, stone, litter, and other foreign non-organic material larger than 1-inch shall be removed. Non-desirable organic matter, including plants, roots, weeds, and perennial rhizomes shall also be removed.

D. Use seeding rates as indicated on the plans unless alternative mixtures and application formulas are reviewed and approved by OWNER/ENGINEER.

E. Follow seed manufacturer recommendations for seed installation. Seeding method selected shall ensure complete coverage of designated area. Re-seed areas with gaps in seeding at no additional cost to OWNER.

F. Where obstacles, saturated soils, slopes, or other site conditions make use of mechanical seeding equipment impractical, hand broadcast techniques shall be used.

G. For hand broadcasting, broadcast seed into soil to a maximum depth of ¼-inch by raking soil or chain dragging, then lightly compacting seedbed with roller or approved equivalent.

H. All seeded areas with discernable slopes shall be covered with specified Erosion Control Blanket. Use specified stakes to secure blanket to slope per manufacturer's recommendation. Provide 2-4 inches of overlap along edges of blanket sections, and 6-inches of overlap at blanket ends.

3.05 SITE CLEAN UP

A. Immediately clean up excess soil, mulch, or other debris and properly dispose of deleterious materials legally off-site in a manner consistent with local laws. Take necessary precautions to prevent contamination of clean areas as a result of cleaning operations.

B. All paved areas shall swept free of soil, stains and debris.

C. Promptly remove equipment and unused materials at completion of activities in given area.

D. Return stockpile and storage areas to their original grade and restore ground surfaces after stored material has been removed.

E. Immediately repair damaged vegetation and aerate soil over root zone of negatively impacted vegetation.

3.06 PROTECTION OF FINISHED WORK

A. Mark seeded and planted areas to prevent intrusion by foot traffic and/or equipment.

B. Immediately restore areas disturbed by continuing operations.

C. CONTRACTOR to provide wrap or other protection against damage due to deer antler rub.

3.07 PLANTING INSTALLATION ACCEPTANCE

A. Planting Installation Acceptance Inspections and Acceptance Issuance:

1. Upon completion of the landscape work, the CONTRACTOR shall request an inspection by the ENGINEER to determine whether all landscape work conforms to the requirements of the Contract Documents.

2. All landscape work must be protected and maintained until Planting Installation Acceptance is issued.

3. If it is found that the landscape work does not conform to the requirements of the Contract Documents, the CONTRACTOR will receive written notification from the OWNER of all corrective work preventing Planting Installation Acceptance of the landscape work within five working days following the inspection. No partial approvals shall be given.

4. Upon completion of the corrective work, the CONTRACTOR shall request another inspection to determine whether all landscape work conforms to the requirements of the Contract Documents.

5. Corrective work followed by review will be required until the corrective work is found to be complete and acceptable by the OWNER.

6. The CONTRACTOR shall reimburse OWNER for expenses and fee required to have OWNER make additional field trips after the second inspection.

7. When the ENGINEER determines that the landscape work conforms to the requirements of the Contract Documents, the CONTRACTOR will receive a written notification of Planting Installation Acceptance within five working days following the Inspection.

8. The Maintenance Period will commence upon the date specified by the notification of Planting Installation Acceptance.

END OF SECTION

PART III
DRAWINGS

OTHER BUSINESS

BOARD MEMBER UPDATES