CHARTER TOWNSHIP OF YPSILANTI BOARD OF TRUSTEES

Supervisor

BRENDA L. STUMBO

Clerk

HEATHER JARRELL ROE

Treasurer

STAN ELDRIDGE

Trustees

RYAN HUNTER
JOHN P. NEWMAN II
GLORIA PETERSON
DEBBIE SWANSON

December 5, 2023

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

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

Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE•YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK HEATHER JARRELL ROE • TREASURER STAN ELDRIDGE TRUSTEES: RYAN HUNTER • JOHN P. NEWMAN II • GLORIA PETERSON • DEBBIE SWANSON

WORK SESSION AGENDA
CHARTER TOWNSHIP OF YPSILANTI
TUESDAY, DECEMBER 5, 2023

5:00pm

1. DISCUSSION ON BEYER RELIEF AND YPSILANTI TOWNSHIP DRAIN #01……...SUPERVISOR STUMBO

2. AGENDA REVIEW ……..SUPERVISOR STUMBO

3. OTHER DISCUSSION…… BOARD MEMBERS

Township Supervisor
Brenda L. Stumbo
Township Clerk
Heather Jarrell Roe
Township Treasurer
Stan Eldridge

YPSILANTI TOWNSHIP
— OFFICE OF THE SUPERVISOR —

Trustees
Ryan Hunter
John Newman II
Gloria Peterson
Debbie Swanson

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Brenda Stumbo, Township Supervisor

Date: November 29, 2023

RE: Request for Work Session Discussion: Beyer Relief and Ypsilanti Township Drain #01

We have been in discussion with the Washtenaw County Water Resources Commissioner's Office, Ypsilanti Community Utilities Authority, and the Washtenaw County Road Commission to perform a review, analysis, and recommendation to assist with the large amount of rain that has led to flooding, back up of sanitary sewers, and storm sewer overflows in our roads.

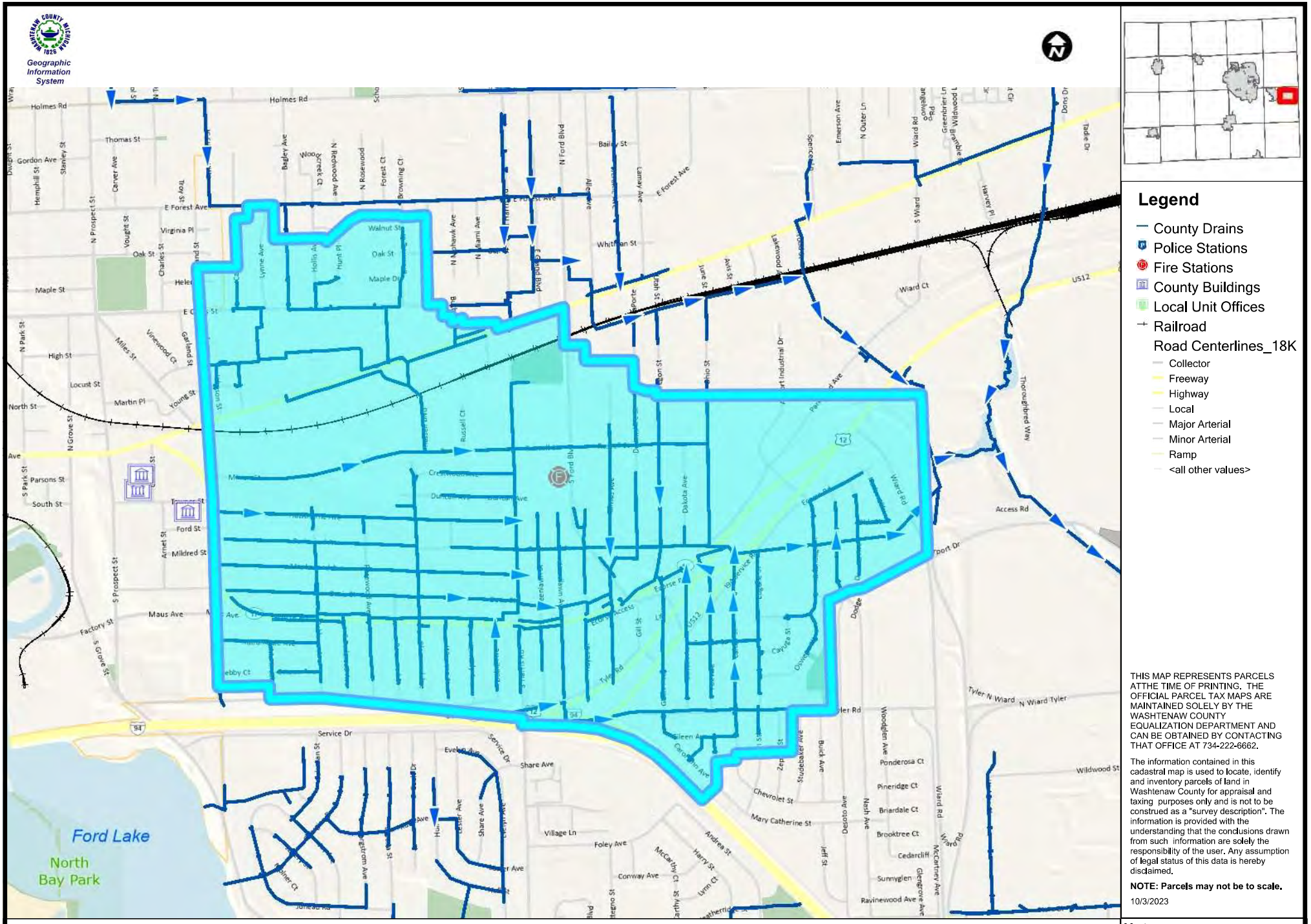
Currently, some of our road's drainage system is under the jurisdiction of the Washtenaw County Road Commission and part of the drainage system in the roadways ownership is with the Washtenaw County Water Resource Commission. The road commission does not have the ability to assess costs for storm drains or improvements. However, the Drain Commission code does have a vehicle for financing and collection of revenues through a drainage district.

Evan Pratt, Water Resource Commissioner has provided the attached petitions for discussion. This will transfer ownership of road storm drains from road commission to drain commission. Also included is a study in West Willow north of Tyler which will allow for the cleaning of the drains first and televising the system, and then determine a path forward for funding and solution to the storm water system, and hopefully work toward the larger goal to identify problems both at the Beyer Relief and Ypsilanti Township Drain #01. This would produce 2-3 different solutions and preliminary estimates.

The Water Resources Commissioner Evan Pratt will be present at the work session to explain and answer questions.

Attached please find the resolutions and maps.

Thank you for your consideration.



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A RESOLUTION TO FILE PETITION PURSUANT TO CHAPTER 20 OF ACT 40 OF THE PUBLIC ACTS OF MICHIGAN, 1956, AS AMENDED, REGARDING THE BEYER RELIEF DRAIN

At a regular meeting of the Township Board of the Township of Ypsilanti, Washtenaw County, Michigan, held at Ypsilanti Township Hall in said Township on the _____ day of _____, 20__ at _____ a.m./p.m.

PRESENT: _____

_____

ABSENT: _____

_____

WHEREAS, the Township of Ypsilanti, Michigan, is a Michigan municipal entity ("Township"); and

WHEREAS, the Township acting by and through its legislative body, the Township Board, recognizes that it is necessary for the public health to perform maintenance and improvements, as more fully described on Exhibit A attached hereto and made a part hereof (the "Drain Project"), to the Beyer Relief Drain (the "Drain") pursuant to Chapter 20 of Public Act 40 of Michigan, 1956, as amended ("Drain Code"); and

WHEREAS, the lands to be benefited by the Drain are wholly located within the Township; and

WHEREAS, the Township recognizes that it will be subject to assessment to pay for a percentage of the cost of the Drain Project; and

NOW, THEREFORE BE IT RESOLVED THAT, the Township Board does authorize the filing of a petition for the Drain Project.

BE IT FURTHER RESOLVED THAT the Clerk is authorized to execute the petition for the Drain Project.

ADOPTED: YEAS: _____

_____

NAYS: _____

_____

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

I, the undersigned, the duly qualified and acting Clerk of the Township of Ypsilanti, Washtenaw County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the Township Board on the __ day of _____, 20__.

_____
Heather Jarrell Roe, Clerk

EXHIBIT A

DESCRIPTION OF MAINTENANCE AND IMPROVEMENTS

On August 24, 2023, an intense rainfall occurred over regions in Ypsilanti Township that qualified as a 500-year storm event. Over a four-hour period, the neighboring Willow Run Airport registered 5.37 inches of rainfall which resulted in infrastructure damage, expansive flooding, and basement backups. Residents in the West Willow neighborhood were particularly impacted with widespread reported flooding and damage. Due to the age of the system and a number of changes that have happened throughout history to modify drainage patterns, a stormwater conveyance model will be necessary to identify the root causes of the flooding issues and identify potential solutions. The study will aim to develop a set of stormwater management alternatives that can be incorporated into upcoming CIP planning efforts to improve the level of service for the impacted community. Portions of the Beyer Relief Drain are expected to have missing data. As a result, a field evaluation will be necessary to collect asset data to fill in the network data gaps. With the projected recurrence of catastrophic storm events on the rise as a result of climate change, planning needs to take place now that will address current problems while simultaneously planning for the future needs. Proposed solutions will need to consider that catastrophic events may begin to occur on a more regular basis into the future. Engagement with the public will be an important and challenging aspect of this project but is absolutely critical to the long-term success of potential solutions.

Ultimately, after a system alternatives analysis of the stormwater model, stormwater conveyance alternatives to improve flow and reduced flooding in the network will be considered. After evaluation of the alternatives, a proposed configuration will be selected and presented to stakeholders for consideration and implementation.

PETITION FOR MAINTENANCE AND IMPROVEMENT PURSUANT TO CHAPTER 20 OF ACT 40 OF THE PUBLIC ACTS OF MICHIGAN, 1956, AS AMENDED

BEYER RELIEF DRAIN

TO THE WASHTENAW COUNTY WATER RESOURCES COMMISSIONER:

The undersigned public corporation in the State of Michigan, namely the Township of Ypsilanti, hereby petitions for the maintenance and improvement of the Beyer Relief Drain, as more fully described on Exhibit A attached hereto and made a part hereof (the "Drain Project"), wholly located and established in the Township of Ypsilanti in the County of Washtenaw, State of Michigan, as provided in Chapter 20 of the of Act 40 of the Public Acts of Michigan, 1956, as amended, (the "Drain Code").

The Drain Project is necessary for the public health.

This petition is filed pursuant to the provisions of Chapter 20 of the Drain Code.

It is understood that the cost of the Drain Project is to be wholly assessed against public corporations, including this petitioner.

A certified copy of the Resolution of the governing body of the Township of Ypsilanti authorizing the execution of the Petition is hereby attached.

TOWNSHIP OF YPSILANTI

_____ _____

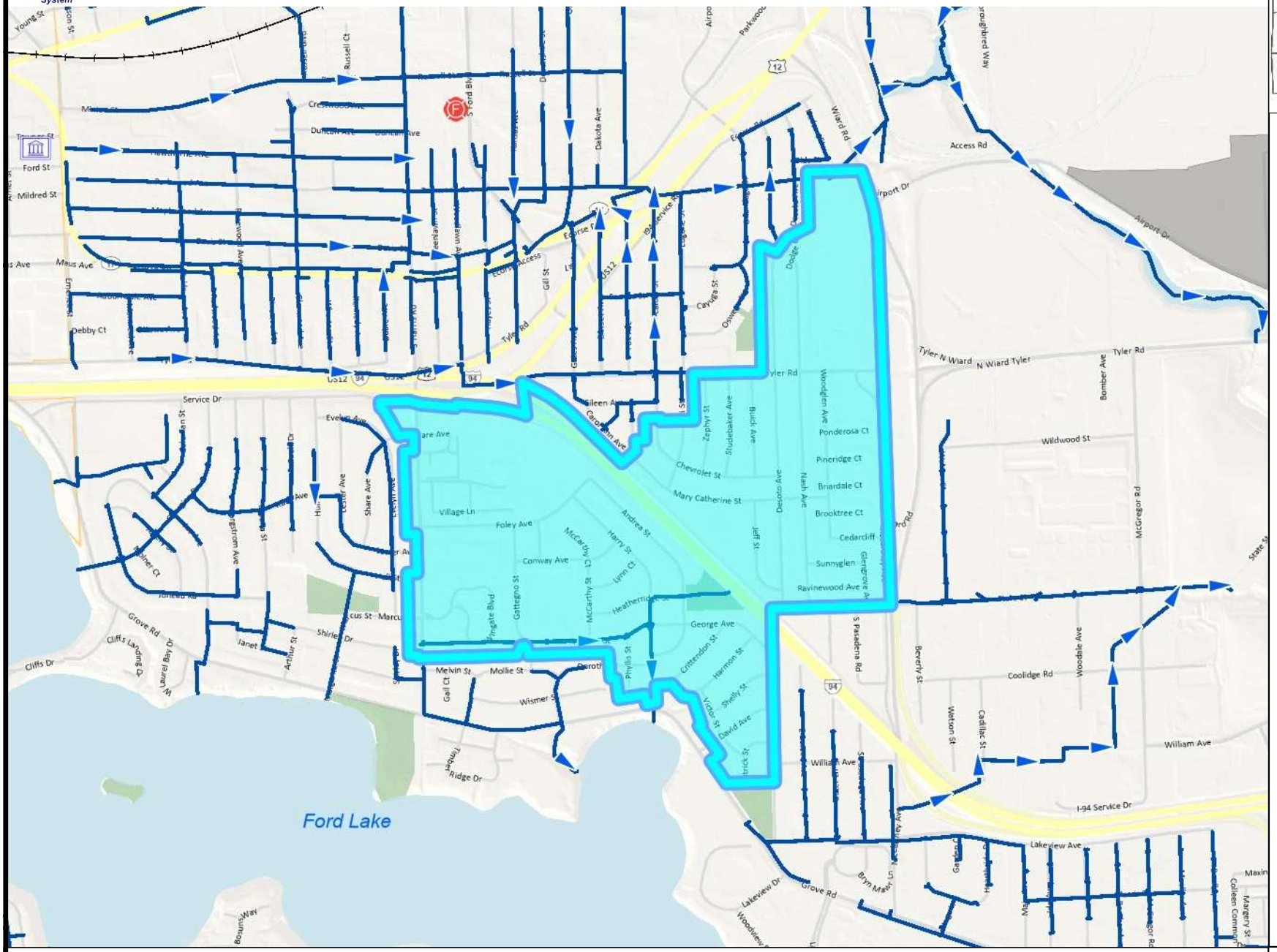
Heather Jarrell Roe, Clerk Date

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Legend

- County Drains
- Police Stations
- Fire Stations
- County Buildings
- Local Unit Offices
- Railroad

Road Centerlines_18K

- Collector
- Freeway
- Highway
- Local
- Major Arterial
- Minor Arterial
- Ramp
- <all other values>

THIS MAP REPRESENTS PARCELS ATTHE TIME OF PRINTING. THE OFFICIAL PARCEL TAX MAPS ARE MAINTAINED SOLELY BY THE WASHTENAW COUNTY EQUALIZATION DEPARTMENT AND CAN BE OBTAINED BY CONTACTING THAT OFFICE AT 734-222-6662.

The information contained in this cadastral map is used to locate, identify and inventory parcels of land in Washtenaw County for appraisal and taxing purposes only and is not to be construed as a "survey description". The information is provided with the understanding that the conclusions drawn from such information are solely the responsibility of the user. Any assumption of legal status of this data is hereby disclaimed.

NOTE: Parcels may not be to scale.

10/3/2023

0 1,600.00 3,200.0 Feet

© 2013 Washtenaw County

1: 19,200

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Ypsilanti Township Drain #1 (YTD#1) Drainage District

A RESOLUTION TO FILE PETITION PURSUANT TO CHAPTER 20 OF ACT 40 OF THE PUBLIC ACTS OF MICHIGAN, 1956, AS AMENDED, REGARDING THE YPSILANTI TOWNSHIP DRAIN #01

At a regular meeting of the Township Board of the Township of Ypsilanti, Washtenaw County, Michigan, held at Ypsilanti Township Hall in said Township on the _____ day of _____, 20__ at _____ a.m./p.m.

PRESENT: _____

_____

ABSENT: _____

_____

WHEREAS, the Township of Ypsilanti, Michigan, is a Michigan municipal entity ("Township"); and

WHEREAS, the Township acting by and through its legislative body, the Township Board, recognizes that it is necessary for the public health to perform maintenance and improvements, as more fully described on Exhibit A attached hereto and made a part hereof (the "Drain Project"), to the Ypsilanti Township Drain #01 (the "Drain") pursuant to Chapter 20 of Public Act 40 of Michigan, 1956, as amended ("Drain Code"); and

WHEREAS, the lands to be benefited by the Drain are wholly located within the Township; and

WHEREAS, the Township recognizes that it will be subject to assessment to pay for a percentage of the cost of the Drain Project; and

NOW, THEREFORE BE IT RESOLVED THAT, the Township Board does authorize the filing of a petition for the Drain Project.

BE IT FURTHER RESOLVED THAT the Clerk is authorized to execute the petition for the Drain Project.

ADOPTED: YEAS: _____

_____

NAYS: _____

_____

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

I, the undersigned, the duly qualified and acting Clerk of the Township of Ypsilanti, Washtenaw County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the Township Board on the __ day of _____, 20__.

_____
Heather Jarrell Roe, Clerk

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DESCRIPTION OF MAINTENANCE AND IMPROVEMENTS

On August 24, 2023, an intense rainfall occurred over regions in Ypsilanti Township that qualified as a 500-year storm event. Over a four-hour period, the neighboring Willow Run Airport registered 5.37 inches of rainfall which resulted in infrastructure damage, expansive flooding, and basement backups. Residents in the West Willow neighborhood were particularly impacted with widespread reported flooding and damage. Due to the age of the system and a number of changes that have happened throughout history to modify drainage patterns, a stormwater conveyance model will be necessary to identify the root causes of the flooding issues and identify potential solutions. The study will aim to develop a set of stormwater management alternatives that can be incorporated into upcoming CIP planning efforts to improve the level of service for the impacted community. With the projected recurrence of catastrophic storm events on the rise as a result of climate change, planning needs to take place now that will address current problems while simultaneously planning for the future needs. Proposed solutions will need to consider that catastrophic events may begin to occur on a more regular basis into the future. Engagement with the public will be an important and challenging aspect of this project but is absolutely critical to the long-term success of potential solutions.

A large portion of the Ypsilanti Township #01 Drain is currently owned by the WCRC and has not been digitally mapped. As a result, an extensive field evaluation will be necessary to clean, televise, and collect asset data to fill in the network data gaps. Coordination with WCRC and vested team members will be necessary throughout this project to identify sustainable solutions that will benefit the community as well as the asset owners.

Ultimately, after a system alternatives analysis of the stormwater model, stormwater conveyance alternatives to improve flow and reduced flooding in the network will be considered. After evaluation of the alternatives, a proposed configuration will be selected and presented to stakeholders for consideration and implementation.

PETITION FOR MAINTENANCE AND IMPROVEMENT PURSUANT TO CHAPTER 20 OF ACT 40 OF THE PUBLIC ACTS OF MICHIGAN, 1956, AS AMENDED

YPSILANTI TOWNSHIP DRAIN #1

TO THE WASHTENAW COUNTY WATER RESOURCES COMMISSIONER:

The undersigned public corporation in the State of Michigan, namely the Township of Ypsilanti, hereby petitions for the maintenance and improvement of the Ypsilanti Township Drain #01, as more fully described on Exhibit A attached hereto and made a part hereof (the "Drain Project"), wholly located and established in the Township of Ypsilanti in the County of Washtenaw, State of Michigan, as provided in Chapter 20 of the of Act 40 of the Public Acts of Michigan, 1956, as amended, (the "Drain Code").

The Drain Project is necessary for the public health.

This petition is filed pursuant to the provisions of Chapter 20 of the Drain Code.

It is understood that the cost of the Drain Project is to be wholly assessed against public corporations, including this petitioner.

A certified copy of the Resolution of the governing body of the Township of Ypsilanti authorizing the execution of the Petition is hereby attached.

TOWNSHIP OF YPSILANTI

_____ _____

Heather Jarrell Roe, Clerk Date

EXHIBIT A

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On August 24, 2023, an intense rainfall occurred over regions in Ypsilanti Township that qualified as a 500-year storm event. Over a four-hour period, the neighboring Willow Run Airport registered 5.37 inches of rainfall which resulted in infrastructure damage, expansive flooding, and basement backups. Residents in the West Willow neighborhood were particularly impacted with widespread reported flooding and damage. Due to the age of the system and a number of changes that have happened throughout history to modify drainage patterns, a stormwater conveyance model will be necessary to identify the root causes of the flooding issues and identify potential solutions. The study will aim to develop a set of stormwater management alternatives that can be incorporated into upcoming CIP planning efforts to improve the level of service for the impacted community. With the projected recurrence of catastrophic storm events on the rise as a result of climate change, planning needs to take place now that will address current problems while simultaneously planning for the future needs. Proposed solutions will need to consider that catastrophic events may begin to occur on a more regular basis into the future. Engagement with the public will be an important and challenging aspect of this project but is absolutely critical to the long-term success of potential solutions.

A large portion of the Ypsilanti Township #01 Drain is currently owned by the WCRC and has not been digitally mapped. As a result, an extensive field evaluation will be necessary to clean, televise, and collect asset data to fill in the network data gaps. Coordination with WCRC and vested team members will be necessary throughout this project to identify sustainable solutions that will benefit the community as well as the asset owners.

Ultimately, after a system alternatives analysis of the stormwater model, stormwater conveyance alternatives to improve flow and reduced flooding in the network will be considered. After evaluation of the alternatives, a proposed configuration will be selected and presented to stakeholders for consideration and implementation.

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: RYAN HUNTER • JOHN P. NEWMAN II • GLORIA PETERSON • DEBBIE SWANSON

REGULAR MEETING AGENDA

TUESDAY, DECEMBER 5, 2023
7:00 P.M.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. PUBLIC HEARING

   A. 7:00PM - RESOLUTION 2023-19, 2024 FISCAL YEAR BUDGET
   (PUBLIC HEARING SET AT THE OCTOBER 17, 2023 REGULAR MEETING)

4. PUBLIC COMMENTS

   - THREE MINUTES PER PERSON
   - ALL COMMENTS MUST BE ADDRESSED TO THE CHAIR
   - PUBLIC COMMENTS ARE ALSO WELCOME AS THE BOARD ADDRESSES EACH AGENDA ITEM

5. CONSENT AGENDA

   A. MINUTES OF THE NOVEMBER 21, 2023 WORK SESSION AND REGULAR MEETING

   B. STATEMENTS AND CHECKS

      1. STATEMENTS AND CHECKS FOR DECEMBER 5, 2023 IN THE AMOUNT OF $832,074.03

6. ATTORNEY REPORT

   A. GENERAL LEGAL UPDATE

NEW BUSINESS

1. RESOLUTION 2023-24, RESOLUTION FOR PAYMENT AND USE OF SURPLUS DRAIN FUNDS

2. REQUEST APPROVAL TO ACCEPT A GRANT FROM THE STATE OF MICHIGAN DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY IN THE AMOUNT OF $5,000,000.00 FOR SECURITY RENOVATIONS AT 14B DISTRICT COURT

3. REQUEST TO APPROVE THE AGREEMENT WITH OHM FOR CONSTRUCTION ENGINEERING SERVICES FOR THE RIDGE RD. SIDEWALK PROJECT IN THE AMOUNT OF $69,000.00 BUDGETED FOR 2024 IN LINE ITEM #213-446-982-006

4. RESOLUTION 2023-20, ESTABLISH TOWNSHIP SUPERVISOR'S SALARY

5. RESOLUTION 2023-21, ESTABLISH TOWNSHIP CLERK'S SALARY

6. RESOLUTION 2023-22, ESTABLISH TOWNSHIP TREASURER'S SALARY

7. RESOLUTION 2023-23, ESTABLISH TOWNSHIP TRUSTEE'S SALARY

8. REQUEST APPROVAL FOR CIRCUIT COURT LITIGATION TO ABATE A PUBLIC NUISANCE AT 1354 NASH BUDGETED IN LINE ITEM #101-729-801-023

9. BUDGET AMENDMENT #17

AUTHORIZATIONS AND BIDS

1. REQUEST TO AWARD THE BID FOR THE RIDGE ROAD SIDEWALK PROJECT TO DOAN CONSTRUCTION IN THE AMOUNT OF $482,528.35 BUDGETED FOR 2024 IN LINE ITEM #213-446-982-006

2. REQUEST TO AWARD THE LOW BID FOR THE GREEN OAKS GOLF COURSE BATHROOM RENOVATIONS TO LYNCH CONSTRUCTION IN THE AMOUNT OF $198,614.90 BUDGETED IN LINE ITEM #101-902-981-100

3. REQUEST TO SEEK SEALED BIDS FOR THE CIVIC CENTER POND RENOVATION

4. REQUEST TO SEEK SEALED BIDS FOR THE COMMUNITY CENTER 200 HALLWAY AND COMMUNITY CENTER BATHROOM RENOVATION

5. REQUEST TO SEEK SEALED BIDS FOR THE RENOVATION OF THE CIVIC CENTER PARKING LOT

OTHER BUSINESS

BOARD MEMBER UPDATES

Resolution No. 2023-19

Charter Township of Ypsilanti
2024 Fiscal Year Budget

WHEREAS the Township Supervisor has prepared and submitted to the Township Board the proposed budgets for calendar year 2024; and

WHEREAS the Township Board has advertised the tentative millage rates in the Washtenaw Legal News and held the public hearing on December 5, 2023 on the budget and the tentative millage rates pursuant to Section 16 of the Uniform Budgeting Accounting Act (Truth in Budgeting); and

WHEREAS the Township Board has reviewed the proposed tax rates and budgeted; and

NOW THEREFORE BE IT RESOLVED that the Charter Township of Ypsilanti Board of Trustees adopts the 2024 Fiscal Year Budget by cost center, as follows:

Expenditures:

General Fund - Fund 101				
101	TOWNSHIP BOARD			118,595
171	TOWNSHIP SUPERVISOR			328,680
191	ACCOUNTING			453,311
215	TOWNSHIP CLERK			473,683
223	INDEPENDENT AUDITING			35,900
228	COMPUTER SUPPORT			869,038
247	BOARD OF REVIEW			3,230
253	TREASURER			464,177
257	ASSESSING DEPARTMENT			567,680
262	ELECTION DEPARTMENT			591,845
265	RESIDENT SVCS: BLDG OPERATIONS			860,038
266	LEGAL SERVICES			350,000
267	GENERAL SERVICES			161,700
270	HUMAN RESOURCES			446,890
271	COMMUNICATION & PUBLIC RELATIONS			216,666
272	OTHER FUNCTIONS			610,927
287	COURT DUE PROCESS			475,000
445	STORMWATER & DRAINS AT LARGE			661,520
446	HIGHWAYS AND STREETS			664,000
602	PUBLIC HEALTH			407,970
701	PLANNING COMMISSION			10,648
702	ZONING BOARD OF APPEALS			5,095
703	COMMUNITY DEVELOPMENT			391,767
729	COMMUNITY STABILIZATION			1,140,000
752	RESIDENT SVCS: ADMINISTRATION			67,639
770	RESIDENT SVCS: PARKS & GROUNDS			1,114,489
901	CAPITAL OUTLAY			319,631
902	CAPITAL OUTLAY - SPECIAL			8,226,122
999	OTHER FINANCING USES			1,816,892
	Total General Fund Expenditure by Department:		**$**	**21,853,133**
Fire Department - Fund 206				
269	Civil Service Commission			24,850
336	Fire			4,818,020
901	Capital Outlay			257,000
	Total Fire Department Fund by Department	**Total:**	**$**	**5,099,870**
Parks - Fund 208		**Total:**	**$**	**9,220**
Bike, Sidewalk, Rec, Roads, GF - Fund 213				
Bike Path, Sidewalk, Recreation, Roads, Operations - Fund 213				
446	Highways and Streets		$	1,411,529
753	Bike, Sidewalk, Rec, Roads, GF			893,786
901	Capital Outlay			1,283,300
906	Debt Services			-
	Total BSR II Fund by Department	**Total:**	**$**	**3,588,615**
Fire Pension and OPEB - Fund 216		**Total:**	**$**	**1,468,627**
Fire Special Millage Capital - Fund 217		**Total:**	**$**	**1,544,869**
Environmental Services - Fund 226		**Total:**	**$**	**3,880,266**
Recreation - Fund 230		**Total:**	**$**	**920,895**

14B Court - Fund 236	**Total:**	**$**	**1,787,686**
Building Department - Fund 249	**Total:**	**$**	**991,899**
Local Development Finance Authority - Fund 250	**Total:**	**$**	**74,313**
Hydro Station - Fund 252	**Total:**	**$**	**1,184,811**
Law Enforcement - Fund 266			
301 Sheriff Services		$	7,401,735
303 Community Engagement			339,431
304 Ordinance			881,468
Total Law Enforcement Fund by Department	**Total:**	**$**	**8,622,634**
Opioid Settlement - Fund 284	**Total:**	**$**	**21,984**
Nuisance Abatement - Fund 287	**Total:**	**$**	**49,077**
Debt 2006 Bond - Fund 398	**Total:**	**$**	**234,290**
Golf Course - Fund 584	**Total:**	**$**	**946,388**
Compost - Fund 597	**Total:**	**$**	**858,617**
Motor Pool - Fund 661	**Total:**	**$**	**393,036**
	Grand Total:	**$**	**53,530,230**

BE IT FURTHER RESOLVED that the revenues, transfers in, and appropriations of prior year fund balance are estimated as follows:

Revenues:

Revenues		$	11,052,523
Transfer-in			-
Appropriation of prior year fund balance			10,800,610
General Fund - 101	**Total:**	**$**	**21,853,133**
Revenues		$	5,226,134
Transfer-in			-
Appropriation of prior year fund balance			-
Fire Department Fund - 206	**Total:**	**$**	**5,226,134**
Revenues		$	5,000
Transfer-in			-
Appropriation of prior year fund balance			4,220
Parks Commission Fund - 208	**Total:**	**$**	**9,220**
Revenues		$	2,476,871
Transfer-in			470,000
Appropriation of prior year fund balance			641,744
Bike Path, Sidewalk, Recreation, Roads, Operations - 213	**Total:**	**$**	**3,588,615**
Revenues		$	1,485,154
Transfer-in			-
Appropriation of prior year fund balance			-
Fire Pension & OPEB Millage Fund - 216	**Total:**	**$**	**1,485,154**
Revenues		$	10,000
Transfer-in			-
Appropriation of prior year fund balance			1,534,869
Fire Special Millage Capital Fund - 217	**Total:**	**$**	**1,544,869**
Revenues		$	4,021,362
Transfer-in			-
Appropriation of prior year fund balance			-
Environmental Services Fund - 226	**Total:**	**$**	**4,021,362**
Revenues		$	413,900
Transfer-in			506,995
Appropriation of prior year fund balance			-

Recreation Fund - 230	**Total:**	**$**	**920,895**
Revenues		$	786,224
Transfer-in			1,001,462
Appropriation of prior year fund balance			-
14B Court - 236	**Total:**	**$**	**1,787,686**
Revenues		$	676,750
Transfer-in			-
Appropriation of prior year fund balance			315,149
Building Department Fund - 249	**Total:**	**$**	**991,899**
Revenues		$	74,588
Transfer-in			-
Appropriation of prior year fund balance			-
Local Development Finance Authority Fund - 250	**Total:**	**$**	**74,588**
Revenues		$	441,960
Transfer-in			81,000
Appropriation of prior year fund balance			661,851
Hydro Station Fund - 252	**Total:**	**$**	**1,184,811**
Revenues		$	9,606,116
Transfer-in			-
Appropriation of prior year fund balance			-
Law Enforcement Fund- 266	**Total:**	**$**	**9,606,116**
Revenues		$	2,000
Transfer-in			-
Appropriation of prior year fund balance			19,984
Opioid Settlement Fund - 284	**Total:**	**$**	**21,984**
Revenues		$	37,800
Transfer-in			-
Appropriation of prior year fund balance			11,277
Nuisance Abatement Fund - 287	**Total:**	**$**	**49,077**
Revenues		$	-
Transfer-in			234,290
Appropriation of prior year fund balance			-
Debt 2006 Bond Fund - 398	**Total:**	**$**	**234,290**
Revenues		$	692,050
Transfer-in			254,338
Appropriation of prior year fund balance			-
Golf Course Fund - 584	**Total:**	**$**	**946,388**
Revenues		$	611,200
Transfer-in			-
Appropriation of prior year fund balance			247,417
Compost Fund - 597	**Total:**	**$**	**858,617**
Revenues		$	250,562
Transfer-in			-
Appropriation of prior year fund balance			157,539
Motorpool Fund - 661	**Total:**	**$**	**408,101**
	Grand Total:	**$**	**54,812,939**

BE IT FURTHER RESOLVED that the Township Supervisor is authorized to approve transfers of budgetary funds within a cost center in consultation with the effected Department Director and/or the Accounting Director; and

BE IT FURTHER RESOLVED that the following property tax revenues and tax rates be authorized and that the Township Treasurer is ordered to levy such funds and rates, and collect and deposit to the various specific uses and funds as required by ordinance or resolution;

Levied Property Tax Revenues and Rates:

Operating	Rate	Revenue	
General	0.9797	$ 1,646,382	*
Fire Department	3.0850	$ 5,184,331	*
Solid Waste	2.3742	$ 3,989,834	*
Law Enforcement	5.5570	$ 9,338,517	*
Bike Path, Sidewalk, Recreation, Roads, Operations	0.9930	$ 1,668,733	*
Operating Total:	12.9889	**$ 21,827,796**	
Debt			
Fire Pension	0.8800	$ 1,478,837	*
Debt Total:	0.8800	$ 1,478,837	
Grand Total:	**13.8689**	**$ 23,306,632**	

*****Amount calculated using 2023 taxable value minus Renaissance Zone totaling 1,680,496,116. This figure does not include any adjustments.

The Township will levy the 1% Tax Administration fee on property taxes collected by the Township Treasurer on behalf of other governmental units, as permitted by State law.

FUND BALANCE INFORMATION

2022 AUDITED, 2023 ORIGINAL BUDGET, 2023 AMENDED BUDGET THROUGH 10/31/2023, 2024 RECOMMENDED BUDGET

Prepared by Accounting Director Neel 11/30/2023

General Fund - 101

	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 Amended @ 10/2023 BUDGET	2024 RECOMMENDED BUDGET
ESTIMATED REVENUES	11,075,906	12,387,309	23,624,606	21,853,133
APPROPRIATIONS	10,598,035	12,387,309	23,624,607	21,853,133
NET OF REVENUES/APPROPRIATIONS	477,871		(1)	
BEGINNING FUND BALANCE	7,976,259	8,454,131	8,454,131	12,909,635
Less Appropriated Prior Year Fund Balance (APYFB)	0	(2,076,231)	(4,488,046)	(10,800,610)
Projects Carried Forward to 2024			8,943,551	
ENDING FUND BALANCE	8,454,130	6,377,900	12,909,635	2,109,025
Fund balance to Revenue Ratio (Revenue reduce by APYFB)	76%	62%	67%	19%

Fire Fund - 206

	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 Amended @ 10/2023 BUDGET	2024 RECOMMENDED BUDGET
ESTIMATED REVENUES	4,712,621	4,808,882	4,828,882	5,226,134
APPROPRIATIONS	4,368,348	4,733,910	4,753,910	5,099,870
NET OF REVENUES/APPROPRIATIONS	344,273	74,972	74,972	126,264
BEGINNING FUND BALANCE	1,760,672	2,104,945	2,104,945	2,159,917
Less Appropriated Prior Year Fund Balance (APYFB)	0	0	(20,000)	0
Projects Carried Forward to 2024				
ENDING FUND BALANCE	2,104,945	2,179,917	2,159,917	2,286,181
Fund balance to Revenue Ratio (Revenue reduce by APYFB)	45%	45%	45%	44%

Parks Fund - 208

	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 Amended @ 10/2023 BUDGET	2024 RECOMMENDED BUDGET
ESTIMATED REVENUES	3,781	8,823	8,823	9,220
APPROPRIATIONS	4,856	8,823	8,823	9,220
NET OF REVENUES/APPROPRIATIONS	(1,075)			
BEGINNING FUND BALANCE	30,441	29,366	29,366	29,366
Less Appropriated Prior Year Fund Balance (APYFB)	0	0	0	0
Projects Carried Forward to 2024				
ENDING FUND BALANCE	29,366	29,366	29,366	29,366
Fund balance to Revenue Ratio (Revenue reduce by APYFB)	777%	333%	333%	319%

BSRII Fund - 213

	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 Amended @ 10/2023 BUDGET	2024 RECOMMENDED BUDGET
ESTIMATED REVENUES	2,033,438	2,846,874	4,850,975	3,588,615
APPROPRIATIONS	2,197,174	2,846,874	4,850,975	3,588,615
NET OF REVENUES/APPROPRIATIONS	(163,736)			
BEGINNING FUND BALANCE	868,767	705,031	705,031	1,289,467
Less Appropriated Prior Year Fund Balance (APYFB)	0	(217,277)	(698,864)	(641,744)
Projects Carried Forward to 2024			1,283,300	
ENDING FUND BALANCE	705,031	487,754	1,289,467	647,723
Fund balance to Revenue Ratio (Revenue reduce by APYFB)	35%	19%	31%	22%

FUND BALANCE INFORMATION

2022 AUDITED, 2023 ORIGINAL BUDGET, 2023 AMENDED BUDGET THROUGH 10/31/2023, 2024 RECOMMENDED BUDGET

Fire Pension & OPEB Fund - 216

	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 Amended @ 10/2023 BUDGET	2024 RECOMMENDED BUDGET
ESTIMATED REVENUES	1,638,594	1,263,314	1,263,314	1,485,154
APPROPRIATIONS	1,626,487	1,242,843	1,242,843	1,468,627
NET OF REVENUES/APPROPRIATIONS	12,107	20,471	20,471	16,527
BEGINNING FUND BALANCE	12,249	24,356	24,356	44,827
ENDING FUND BALANCE	24,356	44,827	44,827	61,354
Fund balance to Revenue Ratio	1.5%	3.5%	3.5%	4.1%

Fire Special Millage Capital Fund - 217

	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 Amended @ 10/2023 BUDGET	2024 RECOMMENDED BUDGET
ESTIMATED REVENUES	746,180	2,129,540	2,199,540	1,544,869
APPROPRIATIONS	40,141	2,129,540	2,199,540	1,544,869
NET OF REVENUES/APPROPRIATIONS	706,039			
BEGINNING FUND BALANCE	829,099	1,535,137	1,535,137	1,631,550
Less Appropriated Prior Year Fund Balance (APYFB)	0	(1,378,456)	(1,448,456)	(1,534,869)
Projects Carried Forward to 2024			1,544,869	
ENDING FUND BALANCE	1,535,138	156,681	1,631,550	96,681
Fund balance to Revenue Ratio (Revenue reduce by APYFB)	206%	21%	217%	967%

Environmental Services Fund - 226

	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 Amended @ 10/2023 BUDGET	2024 RECOMMENDED BUDGET
ESTIMATED REVENUES	4,217,583	3,694,633	3,974,633	4,021,362
APPROPRIATIONS	4,200,427	3,480,680	3,760,680	3,880,266
NET OF REVENUES/APPROPRIATIONS	17,156	213,953	213,953	141,096
BEGINNING FUND BALANCE	879,043	896,199	896,199	830,152
Less Appropriated Prior Year Fund Balance (APYFB)	0	0	(280,000)	0
Projects Carried Forward to 2024				
ENDING FUND BALANCE	896,199	1,110,152	830,152	971,248
Fund balance to Revenue Ratio (Revenue reduce by APYFB)	21%	30%	22%	24%

Recreation Fund - 230

	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 Amended @ 10/2023 BUDGET	2024 RECOMMENDED BUDGET
ESTIMATED REVENUES	409,809	366,981	373,981	413,900
TRANSFERRED IN FROM BSRII FUND	300,000	405,354	405,354	402,542
TRANSFERRED IN FROM GENERAL FUND				104,453
APPROPRIATIONS	731,254	772,335	779,335	920,895
NET OF REVENUES/APPROPRIATIONS	(21,445)			
BEGINNING FUND BALANCE	55,934	34,489	34,489	34,489
Less Appropriated Prior Year Fund Balance (APYFB)				
Projects Carried Forward to 2024				
ENDING FUND BALANCE	34,489	34,489	34,489	34,489
Fund balance to Revenue Ratio (Revenue reduce by APYFB)	5%	4%	4%	4%

FUND BALANCE INFORMATION

2022 AUDITED, 2023 ORIGINAL BUDGET, 2023 AMENDED BUDGET THROUGH 10/31/2023, 2024 RECOMMENDED BUDGET

14B District Court Fund - 236

	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 Amended @ 10/2023 BUDGET	2024 RECOMMENDED BUDGET
ESTIMATED REVENUES	806,752	856,644	890,533	786,224
TRANSFERRED IN FROM GENERAL FUND	913,456	862,940	862,940	1,001,462
APPROPRIATIONS	1,706,896	1,719,584	1,753,473	1,787,686
NET OF REVENUES/APPROPRIATIONS	13,312			
BEGINNING FUND BALANCE	4,309	17,621	17,621	8,732
Less Appropriated Prior Year Fund Balance (APYFB)	0	0	(8,889)	0
Projects Carried Forward to 2024				
ENDING FUND BALANCE	17,621	17,621	8,732	8,732
Fund balance to Revenue Ratio (Revenue reduce by APYFB)	1.0%	1.0%	0.5%	0.5%

Building Fund - 249

	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 Amended @ 10/2023 BUDGET	2024 RECOMMENDED BUDGET
ESTIMATED REVENUES	1,000,952	994,625	1,038,315	991,899
APPROPRIATIONS	851,086	994,625	1,038,315	991,899
NET OF REVENUES/APPROPRIATIONS	149,866			
BEGINNING FUND BALANCE	1,542,322	1,692,187	1,692,187	1,429,322
Less Appropriated Prior Year Fund Balance (APYFB)	0	(219,175)	(262,865)	(315,149)
Projects Carried Forward to 2024				
ENDING FUND BALANCE	1,692,188	1,473,012	1,429,322	1,114,173
Fund balance to Revenue Ratio (Revenue reduce by APYFB)	169%	121%	110%	85%

Local Development Finance Authority - 250

	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 Amended @ 10/2023 BUDGET	2024 RECOMMENDED BUDGET
ESTIMATED REVENUES	74,629	71,083	71,083	74,588
APPROPRIATIONS	74,322	71,083	71,083	74,313
NET OF REVENUES/APPROPRIATIONS	307			275
BEGINNING FUND BALANCE	1,316	1,622	1,622	1,622
ENDING FUND BALANCE	1,623	1,622	1,622	1,897
Fund balance to Revenue Ratio	2.2%	2.3%	2.3%	2.5%

Hydro Fund - 252

	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 Amended @ 10/2023 BUDGET	2024 RECOMMENDED BUDGET
ESTIMATED REVENUES	449,464	990,330	992,454	1,103,811
TRANSFERRED IN FROM GENERAL FUND	164,261	81,000	81,000	81,000
APPROPRIATIONS	655,787	1,071,330	1,073,454	1,184,811
NET OF REVENUES/APPROPRIATIONS	(42,062)			
BEGINNING FUND BALANCE	782,005	739,943	739,943	707,511
Less Appropriated Prior Year Fund Balance (APYFB)	0	(530,308)	(532,432)	(661,851)
Projects Carried Forward to 2024			500,000	
ENDING FUND BALANCE	739,943	209,635	707,511	45,660
Fund balance to Revenue Ratio (Revenue reduce by APYFB)	121%	13%	44%	2%

FUND BALANCE INFORMATION

2022 AUDITED, 2023 ORIGINAL BUDGET, 2023 AMENDED BUDGET THROUGH 10/31/2023, 2024 RECOMMENDED BUDGET

Law Enforcement Fund - 266

	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 Amended @ 10/2023 BUDGET	2024 RECOMMENDED BUDGET
ESTIMATED REVENUES	8,812,676	8,914,690	8,948,614	9,606,116
APPROPRIATIONS	7,254,962	8,403,590	8,437,514	8,622,634
NET OF REVENUES/APPROPRIATIONS	1,557,714	511,100	511,100	983,482
BEGINNING FUND BALANCE	5,447,904	7,005,618	7,005,618	7,482,794
Less Appropriated Prior Year Fund Balance (APYFB)	0	0	(33,924)	0
Projects Carried Forward to 2024				
ENDING FUND BALANCE	7,005,618	7,516,718	7,482,794	8,466,276
Fund balance to Revenue Ratio (Revenue reduce by APYFB)	79%	84%	84%	88%

American Rescue Plan Act Fund - 282

	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 Amended @ 10/2023 BUDGET	2024 RECOMMENDED BUDGET
ESTIMATED REVENUES	372,152	600,000	9,659,373	
APPROPRIATIONS	237,634	600,000	9,659,372	
NET OF REVENUES/APPROPRIATIONS	134,518		1	
BEGINNING FUND BALANCE	195	134,713	134,713	1
Less Appropriated Prior Year Fund Balance (APYFB)	0	(600,000)	(134,713)	0
Projects Carried Forward to 2024				
ENDING FUND BALANCE	134,713	(465,287)	1	1
Funds recognized as "lost revenue in 2023 transferred to General Fund				

Opioid Settlement Fund - 284

	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 Amended @ 10/2023 BUDGET	2024 RECOMMENDED BUDGET
ESTIMATED REVENUES			19,985	21,984
APPROPRIATIONS			19,985	21,984
NET OF REVENUES/APPROPRIATIONS				
BEGINNING FUND BALANCE			0	19,985
Less Appropriated Prior Year Fund Balance (APYFB)				(19,984)
Projects Carried Forward to 2024			19,985	
ENDING FUND BALANCE			19,985	1
Fund balance to Revenue Ratio			100.0%	0.0%

Nuisance Abatement Fund - 287

	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 Amended @ 10/2023 BUDGET	2024 RECOMMENDED BUDGET
ESTIMATED REVENUES	43,364	48,028	48,028	49,077
APPROPRIATIONS	29,348	48,028	48,028	49,077
NET OF REVENUES/APPROPRIATIONS	14,016			
BEGINNING FUND BALANCE	49,072	63,088	63,088	52,460
Less Appropriated Prior Year Fund Balance (APYFB)	0	(10,628)	(10,628)	(11,277)
Projects Carried Forward to 2024				
ENDING FUND BALANCE	63,088	52,460	52,460	41,183
Fund balance to Revenue Ratio (Revenue reduce by APYFB)	145%	140%	140%	109%

FUND BALANCE INFORMATION

2022 AUDITED, 2023 ORIGINAL BUDGET, 2023 AMENDED BUDGET THROUGH 10/31/2023, 2024 RECOMMENDED BUDGET

Debt Bond 2006 Fund - 398

	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 Amended @ 10/2023 BUDGET	2024 RECOMMENDED BUDGET
ESTIMATED REVENUES	151			
TRANSFERRED IN FROM LDFA Fund	74,322	71,083	71,083	74,313
TRANSFERRED IN FROM GENERAL FUND	159,468	163,067	163,067	159,977
APPROPRIATIONS	233,840	234,150	234,150	234,290
NET OF REVENUES/APPROPRIATIONS	101			
BEGINNING FUND BALANCE	2,088	2,189	2,189	2,189
ENDING FUND BALANCE	2,189	2,189	2,189	2,189
Fund balance to Revenue Ratio (Revenue reduce by APYFB)	1%	1%	1%	1%

Golf Course Fund - 584 ENTERPRISE FUND

	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 Amended @ 10/2023 BUDGET	2024 RECOMMENDED BUDGET
ESTIMATED REVENUES	665,729	697,150	728,280	692,050
TRANSFERRED IN FROM BSRII FUND	80,000	233,151	233,151	254,338
APPROPRIATIONS	790,329	930,301	961,431	946,388
NET OF REVENUES/APPROPRIATIONS	(44,600)			
BEGINNING NET POSITION	2,058,871	2,014,277	2,014,277	1,959,777
Less Appropriated Prior Year Fund Balance (APYFB)	0	(42,000)	(54,500)	0
ENDING NET POSITION	2,014,271	1,972,277	1,959,777	1,959,777
LESS INVESTMENT IN CAPITAL at 2022	(1,705,492)	(1,705,492)	(1,705,492)	(1,705,492)
UNRESTRICTED	**308,779**	**266,785**	**254,285**	**254,285**
Unrestricted to Revenue Ratio (Revenue reduce by APYFB)	41%	29%	26%	27%

Compost Fund - 597 ENTERPRISE FUND

	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 Amended @ 10/2023 BUDGET	2024 RECOMMENDED BUDGET
ESTIMATED REVENUES	498,383	1,144,794	1,151,196	858,617
APPROPRIATIONS	724,118	1,144,794	1,151,196	858,617
NET OF REVENUES/APPROPRIATIONS	(225,735)			
BEGINNING FUND BALANCE	1,734,235	1,508,500	1,508,500	1,250,004
Less Appropriated Prior Year Fund Balance (APYFB)	0	(625,594)	(631,996)	(247,417)
Estimated new capital assets less depreciation		373,500	373,500	166,500
ENDING NET POSITION	1,508,500	1,256,406	1,250,004	1,169,087
LESS INVESTMENT IN CAPITAL at 2022	(692,168)	(692,168)	(692,168)	(692,168)
UNRESTRICTED	**816,332**	**564,238**	**557,836**	**476,919**
Unrestricted to Revenue Ratio (Revenue reduce by APYFB)	164%	49%	48%	56%

Motor Pool - 661 INTERNAL SERVICE FUND

	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 Amended @ 10/2023 BUDGET	2024 RECOMMENDED BUDGET
ESTIMATED REVENUES	258,250	566,581	592,018	408,101
APPROPRIATIONS	208,365	566,581	592,018	393,036
NET OF REVENUES/APPROPRIATIONS	49,885			15,065
BEGINNING FUND BALANCE	829,048	878,934	878,934	798,068
Less Appropriated Prior Year Fund Balance (APYFB)	0	(360,914)	(360,914)	(157,539)
Estimated new capital assets less depreciation		280,048	280,048	80,000
ENDING NET POSITION	878,933	798,068	798,068	735,594
LESS INVESTMENT IN CAPITAL at 2022	(381,540)	(381,540)	(381,540)	(381,540)
UNRESTRICTED	**497,393**	**416,528**	**416,528**	**354,054**
Unrestricted to Revenue Ratio (Revenue reduce by APYFB)	193%	74%	70%	87%

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI
Fund: 101 GENERAL FUND
2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 000							
ESTIMATED REVENUES							
101-000-403.000 *	CURRENT PROPERTY TAXES	1,421,030	1,461,623	1,517,100	1,517,100	1,528,818	1,635,046
101-000-404.001 *	ESA REIMBURSEMENT OP	4,584	11,287	6,500	6,500	12,176	12,000
101-000-412.000 *	DELINQUENT PERS PROPERTY TAX	3,786	4,525				
101-000-414.000	CUR PROPERTY TAX ADJUSTMENTS	5,881	1,978			161	
101-000-427.000 *	STREETLIGHT TAX RECOGNIZED	20,559	13,998	13,900	13,900		17,431
101-000-432.000 *	IN LIEU OF TAXES - CLARK TOWERS	11,449	11,636	11,600	11,600	11,447	11,600
101-000-432.001 *	IN LIEU OF TAX - ACM	234,229	236,856	240,000	240,000	249,289	250,000
101-000-434.000 *	TRAILER TAX FEE	7,021	6,250	5,000	5,000	4,462	5,000
101-000-445.000 *	PENALTIES AND INTEREST	14,703	38,193	20,000	20,000	29,111	30,000
101-000-447.000 *	PROPERTY TAXES/ADMINST. FEES	790,328	819,829	825,000	825,000	856,265	875,000
101-000-477.000 *	FRANCHISE FEES	671,883	636,473	650,000	650,000	305,820	610,000
101-000-478.001 *	PERMITS SALVAGE YRD	150	150	150	150	1,050	600
101-000-478.004 *	PERMITS BIN COLLECTION FEE		100				
101-000-490.000 *	DOG LICENSES	7,494	9,338	5,000	5,000	5,245	5,000
101-000-491.004 *	PERMITS PEDDLER FEE	940	653	1,000	1,000	1,300	750
101-000-522.000 *	FEDERAL GRANTS - CDBG	23,878					
101-000-572.000 *	STATE METRO RIGHT OF WAY	28,376	29,916	29,000	29,000	31,159	31,000
101-000-574.000 *	STATE REVENUE SHARING	5,844,766	6,796,721	6,328,404	6,328,404	5,423,637	6,751,761
101-000-583.000	WASHTENAW COUNTY BROWNFIELD -WCBR				9,991		
101-000-607.001 *	SITE PLAN - CHG FOR SERVICES	14,970	16,000	10,000	10,000	8,500	16,000
101-000-607.003 *	PROPERTY CHANGE APP - CHG FOR SER	1,150	2,025	1,500	1,500	500	500
101-000-607.004 *	FAX, COPY & OTHER - CHG FOR SERVI	345	18	50	50		50
101-000-607.006 *	ZONING FEES - CHG FOR SERVICES ZB	8,475	5,175	5,000	5,000	8,500	5,000
101-000-607.012 *	ADDRESS ASSIGN - CHG FOR SERVICES	40		50	50	70	50
101-000-607.014 *	CHRG-NONRECORDING PROP XFER	125	3,985	500	500	10,360	2,000
101-000-607.100 *	CANDIDATE ELECTION FILING FEE					400	700
101-000-615.000 *	CHARGE FOR SERVICES-NSF FEES	570	575	240	240	570	240
101-000-626.633 *	PASSPORT SERVICES	1,706	13,502	5,000	5,000	12,880	9,000
101-000-626.637 *	ADMINISTRATION FEES/FIRE DEPT	82,125	83,289	87,140	87,140	72,617	90,081
101-000-626.638 *	ADMINISTRATION FEES/ENVIR SVC	22,405	18,978	20,417	20,417	17,014	16,935
101-000-626.639 *	ADMINISTRATION FEES/LAW ENFOR	62,805	61,929	63,488	63,488	52,907	65,967
101-000-626.640 *	ADMINISTRATION FEES/GOLF COUR	19,981	20,593	19,903	19,903	16,586	20,501
101-000-626.641 *	ADMINISTRATIVE FEES/COMPOST	12,937	13,280	13,800	13,800	11,500	14,198
101-000-626.642 *	ADMINISTRATION FEES/BLDG DEPT	34,630	34,277	36,387	36,387	30,323	38,703
101-000-626.643 *	ADMINISTRATION FEES/RECREATIO	21,488	22,141	21,521	21,521	17,934	22,173
101-000-626.644 *	ADMINISTRATION FEES/14B COURT	41,084	42,279	44,078	44,078	36,732	45,487
101-000-642.645	TOWNSHIP & PRECINTS MAPS ETC.	12	57			20	
101-000-644.003 *	FORD LAKE HYDRO STATION	82,065	82,066	81,000	81,000	83,020	83,000
101-000-665.000 *	INTEREST EARNED	822	107,488	15,000	15,000	312,513	105,000
101-000-665.003 *	NET INTEREST EARN-CUR TAX COL	1,330	19,687	3,000	3,000	38,701	25,000
101-000-667.001 *	RENT INCOME	220,000	220,000	220,000	220,000	165,000	220,000
101-000-675.050 *	CONTRIBUTION-BEES	3,000	1,000			2,000	1,000
101-000-676.000	REIMBURSEMENT	288	342			128	
101-000-676.003 *	REIMBURSEMENT - POSTAGE	496	2,324	100	100	2,261	1,500
101-000-676.006 *	REIMBURSEMENT ELECTION	8,117	20,252		25,100	28,500	24,000
101-000-676.012 *	INSURANCE REIMBURSEMENTS	10,880	27,134	5,000	5,000	83,956	5,000
101-000-676.015 *	REIMBURSE - VIETNAM VETS MEMORIAL		5,556		6,300	6,300	
101-000-676.020 *	REIMBURSE FOR LEC BLDG	181,865	131,864				
101-000-678.000 *	SETTLEMENTS & JUDGMENTS	3,000	11,741			405	
101-000-681.000 *	REVENUE - RADON TEST KIT	235	325	250	250	710	250
101-000-683.000 *	OTHER INCOME-MISCELLANEOUS	11,044	11,758	5,000	5,000	3,791	5,000
101-000-687.000	REBATES & ENERGY SAVINGS CREDIT		7,011				
101-000-693.000 *	SALE OF TOWNSHIP PROPERTIES	13,300					
101-000-693.002	SALES OF FIXED ASSESTS - EQUIP.	39	9,729				
101-000-699.999 *	APPROPRIATED PRIOR YEAR BAL			2,076,231	4,460,452		10,800,610
TOTAL ESTIMATED REVENUES		9,952,386	11,075,906	12,387,309	14,812,921	9,484,638	21,853,133

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 000							
NET OF REVENUES/APPROPRIATIONS - 000 -		9,952,386	11,075,906	12,387,309	14,812,921	9,484,638	21,853,133

* NOTES TO BUDGET: DEPARTMENT 000

403.000	CURRENT PROPERTY TAXES	1,635,046
	General Fund Tax Revenue levy of .9797. The projected revenue is based on taxable value (TV) minus adjustments and renaissance zone TV. Current projected TV is 1,668,925,016 and prior year was 1,548,535,588 for percentage increase of 7.7% in the TV.	
404.001	ESA REIMBURSEMENT OP	12,000
	State calculated reimbursement for personal property loss due to small business exemptions.	
412.000	DELINQUENT PERS PROPERTY TAX	
	Delinquent personal property taxes collected by the Treasurer, number is unknown until the end of year.	
427.000	STREETLIGHT TAX RECOGNIZED	17,431
	These funds are Special Assessment District (SAD) tax revenue for cost of streetlight installation reimbursement to the Township. The SAD's were petitioned by the owners of the property in the specific district. SAD is collected with winter tax bill.	
432.000	IN LIEU OF TAXES - CLARK TOWERS	11,600
	Payment In Lieu of Taxes (PILOT) is an agreement with Clark East Towers, our senior housing complex.	
432.001	IN LIEU OF TAX - ACM	250,000
	Payment in Lieu of Taxes (PILOT) is an agreement with ACM based on capital investments.	
434.000	TRAILER TAX FEE	5,000
	Statutory annual fees for mobile home lots. Manufactured home park owners are taxed $3.00 per home, $.50 of that amount comes to the Township.	
445.000	PENALTIES AND INTEREST	30,000
	Reflects penalties and interest collected from delinquent real or personal property taxes.	
447.000	PROPERTY TAXES/ADMINST. FEES	875,000
	Represents 1% admin fee charged on property tax bills. State law mandates this revenue shall not exceed the expenditures for the collection and determination of taxable values done by our Treasurer and Assessing Departments. The two budgets equal $1,060,710	
477.000	FRANCHISE FEES	610,000

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 000							
	Franchise fees from Comcast and AT&T based on customer usage paid bi-monthly. The Accounting Director recommends reducing the amount to $610,000 as usage appears to be decreasing as users are opting for alternative options.						
478.001	PERMITS SALVAGE YRD						600
	Statutory annual license renewal fees for junk yards. Annual renewal fee is $150						
478.004	PERMITS BIN COLLECTION FEE						
	Charges for collection bins in the Township that are located in the business districts. This is hard to predict. Currently there are no bins.						
490.000	DOG LICENSES						5,000
	Charge for dog licenses. Same budget as 2023.						
491.004	PERMITS PEDDLER FEE						750
	Charges for Peddler Permits to allow vendors to sell door-to-door in the Township. Reduced based on current revenue.						
522.000	FEDERAL GRANTS - CDBG						
	Reflects Community Development Block Grants (CDBG) received by the Township.						
572.000	STATE METRO RIGHT OF WAY						31,000
	Annual maintenance fees from the State of Michigan Department of Energy, Labor & Economic Growth Authority's for the Metropolitan Extension Telecommunication Right-Of-Way Oversight (METRO) Act. This is for refunds for ROW maintenance and is based on use and disposition of funds received under PA 48 of 2002. Figures provided by the Accounting Director.						
574.000	STATE REVENUE SHARING						6,751,761
	The State Shared Revenue projections issued by the State for the 6 installments are for the fiscal year October 1 to September 30. The Township is on a calendar year from January 1, to December 31. The State projected amount for FY 2023-2024 is $6,097,676 Constitutional and $614,952 for the Cities, Villages & Townships (CVT) plus a new CVT Public Safety paymemt $39,133 all payments total $6,751,761. The State made adjustments to the FY 2022-2023 projections and increased the total by $321,810. State projections as of 5/19/23.						
607.001	SITE PLAN - CHG FOR SERVICES						16,000
	Fees charged for site plan reviews, estimated based on 2023.						
607.003	PROPERTY CHANGE APP - CHG FOR SERVICES						500
	Fees charged for property split applications, reduced based on 2023 activity.						
607.004	FAX, COPY & OTHER - CHG FOR SERVICES						50
	Fees charged for copies.						

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 000							
607.006	ZONING FEES - CHG FOR SERVICES ZBA						5,000
	Fees charged for the Zoning Board of Appeals, hard to predict this revenue.						
607.012	ADDRESS ASSIGN - CHG FOR SERVICES						50
	Fees charged for assigning an address to a vacant parcel that is not in a subdivision. This is done through the Assessing Office and Fire Department. For 1-2 lots, the fee is $50. For 3 or more lots, the fee is $25 per lot.						
607.014	CHRG-NONRECORDING PROP XFER						2,000
	This line is for the Property Transfer Affidavit (PTA) fines that are billed when the PTA is not filed timely or not at all. The deadline to file is 45 days after the sale date.						
607.100	CANDIDATE ELECTION FILING FEE						700
	This is for the $100 per candidate election fee for local office. To be reimbursed if elected.						
615.000	CHARGE FOR SERVICES-NSF FEES						240
	Fees charged for checks that are returned for non-sufficient funds.						
626.633	PASSPORT SERVICES						9,000
	Fees charged for passport processing in the Clerk's office.						
626.637	ADMINISTRATION FEES/FIRE DEPT						90,081
	Calculations for Administration Fees paid by other Funds are based on floor space, staffing levels, numbers of computers, etc. Figures provided by Accounting Director.						
626.638	ADMINISTRATION FEES/ENVIR SVC						16,935
	Calculations for Administration Fees paid by other Funds are based on floor space, staffing levels, numbers of computers, etc. Figures provided by Accounting Director.						
626.639	ADMINISTRATION FEES/LAW ENFOR						65,967
	Calculations for Administration Fees paid by other Funds are based on floor space, staffing levels, numbers of computers, etc. Figures provided by Accounting Director.						
626.640	ADMINISTRATION FEES/GOLF COUR						20,501
	Calculations for Administration Fees paid by other Funds are based on floor space, staffing levels, numbers of computers, etc. Figures provided by Accounting Director.						

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 000							
626.641	ADMINISTRATIVE FEES/COMPOST						14,198
	Calculations for Administration Fees paid by other Funds are based on floor space, staffing levels, numbers of computers, etc. Figures provided by Accounting Director.						
626.642	ADMINISTRATION FEES/BLDG DEPT						38,703
	Calculations for Administration Fees paid by other Funds are based on floor space, staffing levels, numbers of computers, etc. Figures provided by Accounting Director.						
626.643	ADMINISTRATION FEES/RECREATIO						22,173
	Calculations for Administration Fees paid by other Funds are based on floor space, staffing levels, numbers of computers, etc. Figures provided by Accounting Director.						
626.644	ADMINISTRATION FEES/14B COURT						45,487
	Calculations for Administration Fees paid by other Funds are based on floor space, staffing levels, numbers of computers, etc. Figures provided by Accounting Director.						
644.003	FORD LAKE HYDRO STATION						83,000
	Contract obligation for DTE to purchase electricity generated from the Hydro Station, expires in 2027. These dollars are transferred to the Hydro Fund for future capital improvements and licensing.						
665.000	INTEREST EARNED						105,000
	Interest earned on funds deposited at various banks. Figures provided by the Accounting Director.						
665.003	NET INTEREST EARN-CUR TAX COL						25,000
	Interest earned on current tax collection funds held. Figures provided by the Accounting Director.						
667.001	RENT INCOME						220,000
	Lease agreement with YCUA to rent building located at 2870 E Clark Road. This is a fixed amount.						
675.050	CONTRIBUTION-BEES						1,000
	Contributions made to our honeybee initiative.						
676.003	REIMBURSEMENT - POSTAGE						1,500
	Postage reimbursement from individuals getting passports and from employees doing a personal mailing.						

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 000							
676.006	REIMBURSEMENT ELECTION						24,000
	Reimbursements for elections from county and state elections. With Proposal 2 voted on in 2022, there are many changes for elections in 2024. Clerk Jarrell Roe estimates $24,000 for the 9 day voiting election for the February primary, as that will be the only thing on the ballot.						
676.012	INSURANCE REIMBURSEMENTS						5,000
	Reflects reimbursement we receive from MML after their annual audit on worker's compensation and liability insurance. The insurance pool sometimes does so well that we receive funds back.						
676.015	REIMBURSE - VIETNAM VETS MEMORIAL						
	This line is for the Vietnam Vets Memorial reimbursement for work. The Township receives a letter of request from the Vietnam Veterans of America with invoice they have paid for work on the memorial. The Township sends a letter to the Ann Arbor Community Foundation where the Veterans funds are held and ask for reimbursement. We then send a reimbursement check to the Vietnam Veterans of America to reimburse them. Net is Zero dollars.						
676.020	REIMBURSE FOR LEC BLDG						
	Reimbursement from Law Enforcement Fund for improvements done to the LEC building at 1501 S Huron Street COMPLETE IN 2022. The total improvement cost was $909,324.						
678.000	SETTLEMENTS & JUDGMENTS						
	Funds received through a legal settlement.						
681.000	REVENUE - RADON TEST KIT						250
	Fees for Radon test kits.						
683.000	OTHER INCOME-MISCELLANEOUS						5,000
	Funds received for various items such as FOIA fees, notary fees, and other miscellaneous fees and reimbursements.						
693.000	SALE OF TOWNSHIP PROPERTIES						
	Funds received for the sale of Township properties.						
699.999	APPROPRIATED PRIOR YEAR BAL						10,800,610
	The need to use prior year fund balance is primarily to transfer funds to 14B Court for operations at over $1 million, BSRII Fund for road improvement at $470K, Bond debt $160K, and Hydro Station 81K. In addition to capital expenses of $200K for office reconfiguration and $100K for FLP. $154,000 is budgeted for Ford Lake Lift station. $8,784,091 is the designated lost revenue from ARPA moved to General Fund in 2023, projects have been rebudgeted for 2024.						
	DEPT '000' TOTAL						21,853,133

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 101 - TOWNSHIP BOARD							
APPROPRIATIONS							
101-101-703.000 *	SALARIES - ELECTED OFFICIALS	63,038	64,769	66,713	66,713	54,204	68,714
101-101-704.000 *	APPOINTED OFFICIALS				5,000		5,000
101-101-715.000 *	F.I.C.A./MEDICARE	4,822	4,955	5,104	5,104	4,147	5,639
101-101-719.030 *	WORKERS COMPENSATION		97	385	385	158	399
101-101-727.000 *	OFFICE SUPPLIES			300	300		300
101-101-801.000 *	PROFESSIONAL SERVICES	44,473	45,823	47,733	50,439	39,622	8,543
101-101-958.000 *	MEMBERSHIP AND DUES	20,851	22,212	30,000	30,000	11,556	30,000
TOTAL APPROPRIATIONS		133,184	137,856	150,235	157,941	109,687	118,595
NET OF REVENUES/APPROPRIATIONS - 101 - TOWNSHIP BOAR		(133,184)	(137,856)	(150,235)	(157,941)	(109,687)	(118,595)

* NOTES TO BUDGET: DEPARTMENT 101 TOWNSHIP BOARD

703.000 SALARIES - ELECTED OFFICIALS

68,714

Salaries of the four Township Trustees at $17,178 each.A 3% increase is budgeted, same as employees.

704.000 APPOINTED OFFICIALS

5,000

This is for appointments to Boards and Commissions on behalf of the Township at $75 per meeting.

715.000 F.I.C.A./MEDICARE

5,639

Figures provided by the Accounting Director.

719.030 WORKERS COMPENSATION

399

Workers Comp allocation based on type work performed and number of employees in the department. Budget was based on a percentage of the full 2024 workers comp estimate of $173,069. A credit is usually given at year end - Not guaranteed. Provided by Accounting Director

727.000 OFFICE SUPPLIES

300

Office supplies for budget books.

801.000 PROFESSIONAL SERVICES

8,543

Cost for PFM ($1,200) and for the annual contract with Munetrix for Citizens Dashboard transparency ($7,343). Decrease due to no longer budgeting for lobbyist.

958.000 MEMBERSHIP AND DUES

30,000

Membership dues for Chamber of Commerce, SEMCOG, Huron River Watershed Council, MTA, WATS, WRRMA, Arts Alliance, etc.

DEPT '101' TOTAL 118,595

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 171 - TOWNSHIP SUPERVISOR							
APPROPRIATIONS							
101-171-703.000 *	SALARIES - ELECTED OFFICIALS	88,500	90,934	93,662	93,662	78,052	98,884
101-171-705.000 *	SALARY - SUPERVISION	61,464	46,423	67,784	67,784	65,221	69,817
101-171-706.000 *	SALARY - PERMANENT WAGES	48,400	51,762	52,254	52,254	43,416	53,951
101-171-708.009 *	AUTO ALLOWANCE	6,000	6,000	6,000	6,000	5,000	6,000
101-171-708.010 *	HEALTH INS BUYOUT	3,000	4,960	3,000	3,000	3,000	3,000
101-171-709.000 *	REG OVERTIME			100	100		100
101-171-715.000 *	F.I.C.A./MEDICARE	15,430	14,841	17,224	17,224	14,424	16,978
101-171-718.000 *	MERS RETIREMENT	27,690	37,983	38,685	38,685	32,682	41,563
101-171-718.001 *	RETIREMENT HEALTH CARE SAVINGS	2,520	2,236	2,600	2,600	2,394	2,600
101-171-718.003 *	OPEB - RETIREMENT HEALTH		17,726	7,700	7,700	7,700	8,400
101-171-719.000 *	HEALTH INSURANCE	32,501	8,143	17,585	17,585	8,060	16,618
101-171-719.003 *	EMPLOYEE PAID HEALTH CONTRA	(2,175)	(600)	(1,200)	(1,200)		(1,200)
101-171-719.015 *	DENTAL BENEFITS	2,732	1,759	2,032	2,032	1,862	2,126
101-171-719.016 *	VISION BENEFITS	688	368	439	439	410	470
101-171-719.020 *	HEALTH CARE DEDUCTION	9,938	3,849	5,950	5,950	4,317	5,950
101-171-719.021 *	ADMIN FEE - HEALTH DEDUCTIBLE	221	151	228	228	188	252
101-171-719.022 *	DISABILITY INSURANCE	351	363	581	581	533	593
101-171-719.023 *	LIFE INSURANCE	454	510	681	681	624	694
101-171-719.030 *	WORKERS COMPENSATION		336	676	676	321	984
101-171-727.000 *	OFFICE SUPPLIES	443	340	600	600	442	600
101-171-860.000 *	TRAVEL			200	200		200
101-171-956.000 *	MISCELLANEOUS			100	100		100
TOTAL APPROPRIATIONS		298,157	288,084	316,881	316,881	268,646	328,680
NET OF REVENUES/APPROPRIATIONS - 171 - TOWNSHIP SUPE		(298,157)	(288,084)	(316,881)	(316,881)	(268,646)	(328,680)

* NOTES TO BUDGET: DEPARTMENT 171 TOWNSHIP SUPERVISOR

703.000 SALARIES - ELECTED OFFICIALS

98,884

Salary of the Supervisor. 3% increase is budgeted plus longevity was added to all employees.

705.000 SALARY - SUPERVISION

69,817

Salary of the Deputy Supervisor. New hire in 2022, giving step increases. Max salary is same as other deputy positions. A 3 % increase plus lump sum longevity was added to all employees for 2024.

706.000 SALARY - PERMANENT WAGES

53,951

Salary of full-time TPOAM Floater II/Clerk III who also does purchasing for all departments. A 3 % increase is budgeted for 2024, plus longevity.

708.004 SALARIES PAY OUT-PTO&SICKTIME

Used for payout of PTO time for employees that have available hours accumulated or request a payout due to an emergency. Amounts are paid at 75%. This is brought back to the board for a budget amendment.

708.009 AUTO ALLOWANCE

6,000

Auto allowance for the Supervisor, part of compensation package.

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 171 - TOWNSHIP SUPERVISOR							
708.010	HEALTH INS BUYOUT						3,000
	Used for health insurance buyout for employees who receive health insurance through another source.						
709.000	REG OVERTIME						100
	Overtime costs for the Floater II/Clerk III position.						
715.000	F.I.C.A./MEDICARE						16,978
	Figures provided by the Accounting Director.						
718.000	MERS RETIREMENT						41,563
	Allocation of annual required contribution (ARC) provided by Accounting Director. Overall Township ARC increased by an estimate of 9.5%						
718.001	RETIREMENT HEALTH CARE SAVINGS						2,600
	Amount placed into a health care savings account for future use in health care expenses. This is for employees in the department who were hired after 1/1/14.						
718.003	OPEB - RETIREMENT HEALTH						8,400
	Liability for the Other Post-Employment Benefits (OPEB) obligation of employees hired before 1/1/2014. The annual 2024 OPEB assumption decreased 16% from $ $200,000 to $168,000, however the Accounting Director recommends budgeting $8,400 for each of the 24 active employees in OPEB. This is due to the investment loss of 1.1M in 2022, which will be shown on the next Actuarial Report in 2023. The total contribution for 2024 will be $201,600.						
719.000	HEALTH INSURANCE						16,618
	There was a 5.5% decrease in the health insurance premium for 2024. Provided by HR.						
719.003	EMPLOYEE PAID HEALTH CONTRA						(1,200)
	Amount employees pay toward their health care coverage.						
719.015	DENTAL BENEFITS						2,126
	There was a 4.6% increase in dental premium for 2024. Provided by HR						
719.016	VISION BENEFITS						470
	An actual increase of 7% for 2 year rate guarantee from 9/1/23 to 8/31/2025. Numbers provided by HR						
719.020	HEALTH CARE DEDUCTION						5,950

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 171 - TOWNSHIP SUPERVISOR							
	Cost to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. Provided by Accounting Director.						
719.021	ADMIN FEE - HEALTH DEDUCTIBLE						252
	Cost to manage card used to pay the health care deductibles, administered by Clarity Benefits.						
719.022	DISABILITY INSURANCE						593
	An estimated increase of 2% for 2024. Numbers provided by HR						
719.023	LIFE INSURANCE						694
	An estimated increase of 2% for 2024. Numbers provided by HR						
719.030	WORKERS COMPENSATION						984
	Workers Comp allocation based on type work performed and number of employees in the department. Budget was based on a percentage of the full 2024 workers comp estimate of $173,069. A credit is usually given at year end - Not guaranteed. Provided by Accounting Director						
727.000	OFFICE SUPPLIES						600
	Supplies for Supervisor Office.						
860.000	TRAVEL						200
	Mileage expense for Deputy Supervisor or staff for required travel off sight.						
956.000	MISCELLANEOUS						100
	Miscellaneous expenses in the department.						
	DEPT '171' TOTAL						328,680

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 191 - ACCOUNTING							
APPROPRIATIONS							
101-191-705.000 *	SALARY - SUPERVISION	85,271	90,233	91,957	91,957	76,265	94,716
101-191-706.000 *	SALARY - PERMANENT WAGES	109,358	114,397	115,690	115,690	95,534	119,075
101-191-708.004 *	SALARIES PAY OUT-PTO&SICKTIME	4,238	4,424		3,491	3,489	
101-191-709.000 *	REG OVERTIME	48	583	300	300	290	300
101-191-715.000 *	F.I.C.A./MEDICARE	14,796	15,611	15,908	16,176	13,555	16,378
101-191-718.000 *	MERS RETIREMENT	67,308	99,692	96,303	96,303	79,994	105,939
101-191-718.003 *	OPEB - RETIREMENT HEALTH		53,178	23,100	23,100	23,100	25,200
101-191-719.000 *	HEALTH INSURANCE	71,972	68,405	73,858	73,858	67,702	69,794
101-191-719.003 *	EMPLOYEE PAID HEALTH CONTRA	(4,800)	(4,800)	(4,800)	(4,800)		(4,800)
101-191-719.015 *	DENTAL BENEFITS	2,808	2,808	2,856	2,856	2,618	2,989
101-191-719.016 *	VISION BENEFITS	828	673	673	673	628	720
101-191-719.020 *	HEALTH CARE DEDUCTION	6,245	11,534	17,745	16,860	13,067	17,745
101-191-719.021 *	ADMIN FEE - HEALTH DEDUCTIBLE	240	259	252	387	336	288
101-191-719.022 *	DISABILITY INSURANCE	1,054	872	872	872	799	889
101-191-719.023 *	LIFE INSURANCE	680	680	680	680	624	694
101-191-719.030 *	WORKERS COMPENSATION		391	676	676	321	984
101-191-727.000 *	OFFICE SUPPLIES	1,513	1,422	1,900	2,650	2,022	1,900
101-191-958.000 *	MEMBERSHIP AND DUES	425	425	500	500	435	500
TOTAL APPROPRIATIONS		361,984	460,787	438,470	442,229	380,779	453,311
NET OF REVENUES/APPROPRIATIONS - 191 - ACCOUNTING		(361,984)	(460,787)	(438,470)	(442,229)	(380,779)	(453,311)

* NOTES TO BUDGET: DEPARTMENT 191 ACCOUNTING

705.000 SALARY - SUPERVISION

94,716

Salary of the Accounting Director. A 3 % increase was added to non union employees to match the Teamster Union contract for 2024, plus longevity.

706.000 SALARY - PERMANENT WAGES

119,075

Cost of two (2) full-time TPOAM employees in the Accounting Department. 3% increase is budgeted for 2024.

708.004 SALARIES PAY OUT-PTO&SICKTIME

Used for payout of PTO time for employees that have available hours accumulated or request a payout due to an emergency. Amounts are paid at 75%. This is brought back to the board for a budget amendment.

708.010 HEALTH INS BUYOUT

There are no active employees in the Accounting Department with a health insurance buy out. We do put the general retirees in this line to process and they are reclassed to the retirement OPEB for reimbursement. No budget per Accounting Director.

709.000 REG OVERTIME

300

Overtime need for department

715.000 F.I.C.A./MEDICARE

16,378

Figures provided by the Accounting Director.

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 191 - ACCOUNTING							
718.000	MERS RETIREMENT						105,939
	Allocation of annual required contribution (ARC) provided by Accounting Director. Overall Township ARC increased by an estimate of 9.5%						
718.003	OPEB - RETIREMENT HEALTH						25,200
	Liability for the Other Post-Employment Benefits (OPEB) obligation of employees hired before 1/1/2014. The annual 2024 OPEB assumption decreased 16% from $ $200,000 to $168,000, however the Accounting Director recommends budgeting $8,400 for each of the 24 active employees in OPEB. This is due to the investment loss of 1.1M in 2022, which will be shown on the next Actuarial Report in 2023. The total contribution for 2024 will be $201,600.						
719.000	HEALTH INSURANCE						69,794
	There was a 5.5% decrease in the health insurance premium for 2024. Provided by HR.						
719.003	EMPLOYEE PAID HEALTH CONTRA						(4,800)
	Amount employees pay toward their health care coverage.						
719.015	DENTAL BENEFITS						2,989
	There was a 4.6% increase in dental premium for 2024. Provided by HR						
719.016	VISION BENEFITS						720
	An actual increase of 7% for 2 year rate guarantee from 9/1/23 to 8/31/2025. Numbers provided by HR						
719.020	HEALTH CARE DEDUCTION						17,745
	Cost to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. Provided by Accounting Director.						
719.021	ADMIN FEE - HEALTH DEDUCTIBLE						288
	Cost to manage card used to pay the health care deductibles, administered by Clarity Benefits. Provided by Accounting Director.						
719.022	DISABILITY INSURANCE						889
	An estimated increase of 2% for 2024. Numbers provided by HR						
719.023	LIFE INSURANCE						694
	An estimated increase of 2% for 2024. Numbers provided by HR						
719.030	WORKERS COMPENSATION						984

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 191 - ACCOUNTING							
	Workers Comp allocation based on type work performed and number of employees in the department. Budget was based on a percentage of the full 2024 workers comp estimate of $173,069. A credit is usually given at year end - Not guaranteed. Provided by Accounting Director						
727.000	OFFICE SUPPLIES						1,900
	Used to replenish office supplies, purchase checks, W-2 and 1099 forms.						
958.000	MEMBERSHIP AND DUES						500
	Membership dues to Government Finance Officers Association - National $350 and State $125. An additional $25 is budgeted to cover any increase.						
	DEPT '191' TOTAL						453,311

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 215 - TOWNSHIP CLERK							
APPROPRIATIONS							
101-215-703.000 *	SALARIES - ELECTED OFFICIALS	88,500	90,934	93,662	93,662	78,052	97,919
101-215-704.000 *	APPOINTED OFFICIALS	19,641					
101-215-705.000 *	SALARY - SUPERVISION	122,017	69,208	69,309	69,309	57,539	71,388
101-215-706.000 *	SALARY - PERMANENT WAGES	101,695	94,235	103,736	103,736	84,688	107,103
101-215-708.004 *	SALARIES PAY OUT-PTO&SICKTIME		2,848	6,282	6,282		6,282
101-215-708.010 *	HEALTH INS BUYOUT	3,000					
101-215-709.000 *	REG OVERTIME	4,069		300	300	26	300
101-215-715.000 *	F.I.C.A./MEDICARE	23,531	19,804	21,015	21,015	16,391	21,649
101-215-718.000 *	MERS RETIREMENT	73,196	44,344	42,844	42,844	35,530	46,468
101-215-718.001 *	RETIREMENT HEALTH CARE SAVINGS	2,554	3,671	3,900	3,900	3,200	3,900
101-215-718.003 *	OPEB - RETIREMENT HEALTH		17,726	7,700	7,700	7,700	8,400
101-215-719.000 *	HEALTH INSURANCE	93,324	73,676	82,650	82,650	75,762	78,102
101-215-719.003 *	EMPLOYEE PAID HEALTH CONTRA	(6,000)	(5,250)	(5,400)	(5,400)		(5,400)
101-215-719.015 *	DENTAL BENEFITS	5,380	3,576	3,698	3,698	3,390	3,870
101-215-719.016 *	VISION BENEFITS	1,374	743	768	768	717	822
101-215-719.020 *	HEALTH CARE DEDUCTION	21,291	18,369	20,720	20,720	16,548	20,720
101-215-719.021 *	ADMIN FEE - HEALTH DEDUCTIBLE	320	311	336	336	347	384
101-215-719.022 *	DISABILITY INSURANCE	1,406	751	872	872	799	889
101-215-719.023 *	LIFE INSURANCE	1,097	822	907	907	832	925
101-215-719.030 *	WORKERS COMPENSATION		559	901	901	428	1,312
101-215-727.000 *	OFFICE SUPPLIES	3,347	1,989	2,000	4,000	2,086	4,000
101-215-740.001 *	Ordinance & Zoning Code Books	2,236	11,069	2,000	2,000	450	2,000
101-215-740.010 *	OFFICE SUPPLIES - ELECTIONS	13,414					
101-215-801.000 *	PROFESSIONAL SERVICES	779		1,500	1,500	499	1,500
101-215-860.000 *	TRAVEL	91		500	500		500
101-215-933.001 *	MAINTENANCE CONTRACTS	75,456					
101-215-941.000 *	EQUIPMENT RENTAL/LEASING	4,580					
101-215-956.000 *	MISCELLANEOUS		195	500	500	100	500
101-215-958.000 *	MEMBERSHIP AND DUES	135		150	150		150
TOTAL APPROPRIATIONS		656,433	449,580	460,850	462,850	385,084	473,683
NET OF REVENUES/APPROPRIATIONS - 215 - TOWNSHIP CLER		(656,433)	(449,580)	(460,850)	(462,850)	(385,084)	(473,683)

* NOTES TO BUDGET: DEPARTMENT 215 TOWNSHIP CLERK

703.000 SALARIES - ELECTED OFFICIALS

97,919

Salary of the Clerk. 3% increase is budgeted plus longevity, same as employees.

704.000 APPOINTED OFFICIALS

Election related expenses moved to 101-262

705.000 SALARY - SUPERVISION

71,388

Salary of the Deputy Clerk. A 3 % increase plus longevity was added to all employees for 2024.

706.000 SALARY - PERMANENT WAGES

107,103

This line is used for the salary of two (2) full-time TPOAM Floater II/Clerk III positions. 3% increase plus longevity is budgeted for 2024.

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 215 - TOWNSHIP CLERK							
708.004	SALARIES PAY OUT-PTO&SICKTIME						6,282
	Used for payout of PTO time for employees that have available hours accumulated or request a payout due to an emergency. Amounts are paid at 75%. This is brought back to the board for a budget amendment.						
708.010	HEALTH INS BUYOUT						
	This line item is used for the health insurance buyout for employees who receive health insurance through another source.						
709.000	REG OVERTIME						300
	Overtime if need for additional clerical duties such a passports, FOIA requests, etc.						
715.000	F.I.C.A./MEDICARE						21,649
	Figures provided by the Accounting Director.						
718.000	MERS RETIREMENT						46,468
	Allocation of annual required contribution (ARC) provided by Accounting Director. Overall Township ARC increased by an estimate of 9.5%						
718.001	RETIREMENT HEALTH CARE SAVINGS						3,900
	Amount placed into a health care savings account for future use in health care expenses. This is for employees in the department who were hired after 1/1/2014.						
718.003	OPEB - RETIREMENT HEALTH						8,400
	Liability for the Other Post-Employment Benefits (OPEB) obligation of employees hired before 1/1/2014. The annual 2024 OPEB assumption decreased 16% from $ $200,000 to $168,000, however the Accounting Director recommends budgeting $8,400 for each of the 24 active employees in OPEB. This is due to the investment loss of 1.1M in 2022, which will be shown on the next Actuarial Report in 2023. The total contribution for 2024 will be $201,600.						
719.000	HEALTH INSURANCE						78,102
	There was a 5.5% decrease in the health insurance premium for 2024. Provided by HR.						
719.003	EMPLOYEE PAID HEALTH CONTRA						(5,400)
	Amount employees pay toward their health care coverage.						
719.015	DENTAL BENEFITS						3,870
	There was a 4.6% increase in dental premium for 2024. Provided by HR						
719.016	VISION BENEFITS						822

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 215 - TOWNSHIP CLERK							
	An actual increase of 7% for 2 year rate guarantee from 9/1/23 to 8/31/2025. Numbers provided by HR						
719.020	HEALTH CARE DEDUCTION						20,720
	Cost to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. Provided by Accounting Director.						
719.021	ADMIN FEE - HEALTH DEDUCTIBLE						384
	Cost to manage card used to pay the health care deductibles, administered by Clarity Benefits. Provided by Accounting Director						
719.022	DISABILITY INSURANCE						889
	An estimated increase of 2% for 2024. Numbers provided by HR						
719.023	LIFE INSURANCE						925
	An estimated increase of 2% for 2024. Numbers provided by HR						
719.030	WORKERS COMPENSATION						1,312
	Workers Comp allocation based on type work performed and number of employees in the department. Budget was based on a percentage of the full 2024 workers comp estimate of $173,069. A credit is usually given at year end - Not guaranteed. Provided by Accounting Director						
727.000	OFFICE SUPPLIES						4,000
	Expenses related to the daily operations of the Clerk's Office.						
740.001	Ordinance & Zoning Code Books						2,000
	Expenses related to maintaining ordinance and zoning updates through Municode, and also includes Ordinance, Resolution and Minute Books.						
740.010	OFFICE SUPPLIES - ELECTIONS						
	Moved to General Fund Department 262 Elections						
760.001	PPE & FIRST AID ELECTION SUP						
	Moved to General Fund Department 262 Elections						
801.000	PROFESSIONAL SERVICES						1,500
	Expenses for document conversion and shredding costs for all departments.						
860.000	TRAVEL						500
	Expenses for mileage reimbursement for travel to post office, and travel to various conferences, classes and meetings.						

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 215 - TOWNSHIP CLERK							
933.001	MAINTENANCE CONTRACTS						
	Moved to General Fund Department 262 Elections						
941.000	EQUIPMENT RENTAL/LEASING						
	Moved to General Fund Department 262 Elections						
956.000	MISCELLANEOUS						
	Miscellaneous expenses for the Clerk's Office.						500
958.000	MEMBERSHIP AND DUES						
	Membership for Clerk and Deputy Clerk in the Michigan Association of Municipal Clerks.						150
	DEPT '215' TOTAL						473,683

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 223 - INDEPENDENT AUDITING							
APPROPRIATIONS							
101-223-802.000 *	INDEPENDENT AUDITING	33,500	33,850	34,505	34,505	33,850	33,900
101-223-803.000 *	INDEPENDENT AUDITING OTHER	2,000		2,000	2,000		2,000
TOTAL APPROPRIATIONS		35,500	33,850	36,505	36,505	33,850	35,900
NET OF REVENUES/APPROPRIATIONS - 223 - INDEPENDENT A		(35,500)	(33,850)	(36,505)	(36,505)	(33,850)	(35,900)

* NOTES TO BUDGET: DEPARTMENT 223 INDEPENDENT AUDITING

802.000 INDEPENDENT AUDITING

33,900

This is for the financial audit of 2023 by PSLZ, which is completed in 2024.

803.000 INDEPENDENT AUDITING OTHER

2,000

This line is budgeted for any additional work performed by the auditors if needed.

DEPT '223' TOTAL 35,900

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 228 - COMPUTER SUPPORT							
APPROPRIATIONS							
101-228-706.000 *	SALARY - PERMANENT WAGES	179,040	188,349	149,637	149,637	125,107	154,126
101-228-708.004 *	SALARIES PAY OUT-PTO&SICKTIME	5,140	5,282	10,357	10,357	4,231	10,357
101-228-708.010 *	HEALTH INS BUYOUT	3,000	3,000				
101-228-709.000 *	REG OVERTIME	185	61	1,000	1,000		1,000
101-228-715.000 *	F.I.C.A./MEDICARE	14,059	14,909	12,316	12,316	9,668	12,659
101-228-718.000 *	MERS RETIREMENT	26,688	38,048	35,605	35,605	29,662	38,922
101-228-718.001 *	RETIREMENT HEALTH CARE SAVINGS	1,300	1,296	1,300	1,300	1,100	1,300
101-228-718.003 *	OPEB - RETIREMENT HEALTH		17,726	7,700	7,700	7,700	8,400
101-228-719.000 *	HEALTH INSURANCE	46,267	43,975	47,480	47,480	43,523	44,868
101-228-719.003 *	EMPLOYEE PAID HEALTH CONTRA	(3,000)	(3,000)	(3,000)	(3,000)		(3,000)
101-228-719.015 *	DENTAL BENEFITS	2,709	2,709	2,030	2,030	2,526	2,124
101-228-719.016 *	VISION BENEFITS	728	599	424	424	559	454
101-228-719.020 *	HEALTH CARE DEDUCTION	9,409	6,992	11,830	11,830	6,461	11,830
101-228-719.021 *	ADMIN FEE - HEALTH DEDUCTIBLE	160	173	168	168	148	192
101-228-719.022 *	DISABILITY INSURANCE	1,054	872	582	582	799	593
101-228-719.023 *	LIFE INSURANCE	680	680	454	454	624	463
101-228-719.030 *	WORKERS COMPENSATION		391	450	450	271	656
101-228-727.000 *	OFFICE SUPPLIES	995	266	1,000	1,000	716	1,000
101-228-801.000 *	PROFESSIONAL SERVICES	38,040	84,115	82,100	104,786	72,686	56,100
101-228-850.000	TELEPHONE		(25)				
101-228-857.100 *	COMMUNICATIONS-INTERNET ACCES	96,080	114,793	145,584	145,584	132,588	206,844
101-228-867.000 *	GAS & OIL	111	172	1,500	1,500	140	1,500
101-228-933.000 *	EQUIPMENT MAINTENANCE	3,213	4,827	5,000	5,000	1,605	5,000
101-228-933.001 *	MAINTENANCE CONTRACTS	6,216	3,265	3,030	3,030	3,022	3,430
101-228-934.000 *	SOFTWARE SUPPORT & MAINT	109,973	127,851	134,971	134,971	117,441	149,153
101-228-935.000 *	MOTORPOOL-MISC REPAIR		517	2,500	2,500		2,500
101-228-943.000 *	MOTORPOOL INTERNAL	6,153	767	767	767	639	767
101-228-971.008 *	CAPTL OUTLAY -IMPROVEMENT	12,340	6,599	15,000	15,000	5,302	15,000
101-228-977.000 *	EQUIPMENT	91,531	86,465	92,800	70,114	36,764	82,800
101-228-977.001 *	COMPUTER SOFTWARE	45,532	25,927	70,000	70,000	51,991	60,000
TOTAL APPROPRIATIONS		697,603	777,601	832,585	832,585	655,273	869,038
NET OF REVENUES/APPROPRIATIONS - 228 - COMPUTER SUPP		(697,603)	(777,601)	(832,585)	(832,585)	(655,273)	(869,038)

* NOTES TO BUDGET: DEPARTMENT 228 COMPUTER SUPPORT

706.000 SALARY - PERMANENT WAGES

154,126

Salaries of IS Manager and Assistant IS Manager. A 3% increase plus longevity was approved for 2024 Teamster Union contract.

708.004 SALARIES PAY OUT-PTO&SICKTIME

10,357

Used for payout of PTO time for employees that have available hours accumulated or request a payout due to an emergency. Amounts are paid at 75%. This is brought back to the board for a budget amendment.

708.010 HEALTH INS BUYOUT

Used for health insurance buyout for employees who receive health insurance through another service. No budget for 2024.

709.000 REG OVERTIME

1,000

Overtime costs for the department.

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 228 - COMPUTER SUPPORT							
715.000	F.I.C.A./MEDICARE						12,659
	Figures provided by the Accounting Director.						
718.000	MERS RETIREMENT						38,922
	Allocation of annual required contribution (ARC) provided by Accounting Director. Overall Township ARC increased by an estimate of 9.5%						
718.001	RETIREMENT HEALTH CARE SAVINGS						1,300
	Amount placed into a health care savings account for future use in health care expenses. This is for employees in the department hired after 1/1/2014.						
718.003	OPEB - RETIREMENT HEALTH						8,400
	Liability for the Other Post-Employment Benefits (OPEB) obligation of employees hired before 1/1/2014. The annual 2024 OPEB assumption decreased 16% from $ $200,000 to $168,000, however the Accounting Director recommends budgeting $8,400 for each of the 24 active employees in OPEB. This is due to the investment loss of 1.1M in 2022, which will be shown on the next Actuarial Report in 2023. The total contribution for 2024 will be $201,600.						
719.000	HEALTH INSURANCE						44,868
	There was a 5.5% decrease in the health insurance premium for 2024. Provided by HR.						
719.003	EMPLOYEE PAID HEALTH CONTRA						(3,000)
	Amount employees pay toward their health care coverage.						
719.015	DENTAL BENEFITS						2,124
	There was a 4.6% increase in dental premium for 2024. Provided by HR						
719.016	VISION BENEFITS						454
	An actual increase of 7% for 2 year rate guarantee from 9/1/23 to 8/31/2025. Numbers provided by HR						
719.020	HEALTH CARE DEDUCTION						11,830
	Cost to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. Provided by Accounting Director.						
719.021	ADMIN FEE - HEALTH DEDUCTIBLE						192
	Cost to manage card used to pay the health care deductibles, administered by Clarity Benefits. Provided by Accounting Director.						
719.022	DISABILITY INSURANCE						

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 228 - COMPUTER SUPPORT							
							593
	An estimated increase of 2% for 2024. Numbers provided by HR						
719.023	LIFE INSURANCE						
							463
	An estimated increase of 2% for 2024. Numbers provided by HR						
719.030	WORKERS COMPENSATION						
							656
	Workers Comp allocation based on type work performed and number of employees in the department. Budget was based on a percentage of the full 2024 workers comp estimate of $173,069. A credit is usually given at year end - Not guaranteed. Provided by Accounting Director						
727.000	OFFICE SUPPLIES						
							1,000
	No change for 2024.						
801.000	PROFESSIONAL SERVICES						
							56,100
	To be used for professional services such as DarkTrace/Coffee Tree Group, Microsoft 365 Support.						
857.100	COMMUNICATIONS-INTERNET ACCES						
							206,844
	Internet access connection and cloud based services such as Comcast ENS, Cloud Server Hosting, Cloud Storage Services, Cloud Systems Management Solutions, Cloud base agenda management, Time and Attendance Software, Zoom.						
867.000	GAS & OIL						
							1,500
	Fuel costs for IT Department						
933.000	EQUIPMENT MAINTENANCE						
							5,000
	Unexpected repair of hardware equipment. No change						
933.001	MAINTENANCE CONTRACTS						
							3,430
	Hardware service and support maintenance agreements for Battery Backup Systems.						
934.000	SOFTWARE SUPPORT & MAINT						
							149,153
	Software support and annual maintenance agreements. This includes all technical support, patches, updates and upgrades for various software applications for the following: Apex Sketch Software, Barracuda, BS&A Software, ESRI GIS, Microsoft Windows and Office, Network Management Tools, Civic Rec, Server Backup Software, System Malware Protections, VMWare, HVAC System						
935.000	MOTORPOOL-MISC REPAIR						
							2,500
	Covers miscellaneous vehicle repair above normal MotorPool maintenance. Provided by Accounting Director						

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 228 - COMPUTER SUPPORT							
943.000	MOTORPOOL INTERNAL						767
	Vehicle & Maintenance MotorPool Allocation - Figures provided by the Accounting Director.						
971.008	CAPTL OUTLAY -IMPROVEMENT						15,000
	Network infrastructure, as needed network data runs, Miss Dig.						
977.000	EQUIPMENT						82,800
	Used for purchasing equipment as follows: Workstation Upgrades, Firewall Replacement, Unexpected Equipment (New Hires, Etc).						
977.001	COMPUTER SOFTWARE						60,000
	Used for Computer Software as follows: SLQ Server , Windows Server, and NAC upgrades.						
	DEPT '228' TOTAL						869,038

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 247 - BOARD OF REVIEW							
APPROPRIATIONS							
101-247-704.000 *	APPOINTED OFFICIALS	2,455	2,519	3,000	3,000	2,125	3,000
101-247-715.000 *	F.I.C.A./MEDICARE	34	35	44	44	139	230
101-247-718.002 *	DEFERRED COMPENSATION	31	32	39	39	5	
TOTAL APPROPRIATIONS		2,520	2,586	3,083	3,083	2,269	3,230
NET OF REVENUES/APPROPRIATIONS - 247 - BOARD OF REVI		(2,520)	(2,586)	(3,083)	(3,083)	(2,269)	(3,230)

* NOTES TO BUDGET: DEPARTMENT 247 BOARD OF REVIEW

704.000	APPOINTED OFFICIALS	
	This line item reflects the per diem amount paid to three (3) Board of Review members. Paid $125 per day.	3,000
715.000	F.I.C.A./MEDICARE	
	Figures provided by the Accounting Director.	230
718.002	DEFERRED COMPENSATION	
	No longer using deferred compenstion - using FICA/Medicare completely	
	DEPT '247' TOTAL	3,230

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 253 - TREASURER							
APPROPRIATIONS							
101-253-703.000 *	SALARIES - ELECTED OFFICIALS	88,500	90,934	93,662	93,662	78,052	98,642
101-253-705.000 *	SALARY - SUPERVISION	64,918	66,776	67,784	67,784	56,014	69,817
101-253-706.000 *	SALARY - PERMANENT WAGES	96,113	96,416	103,736	103,736	80,511	107,103
101-253-708.010 *	HEALTH INS BUYOUT	3,000	1,533				
101-253-709.000 *	REG OVERTIME	1,238	1,465	1,800	1,800	703	1,800
101-253-715.000 *	F.I.C.A./MEDICARE	18,710	18,857	20,586	20,586	15,766	21,218
101-253-718.000 *	MERS RETIREMENT	10,474	11,984	14,648	14,648	11,952	14,982
101-253-718.001 *	RETIREMENT HEALTH CARE SAVINGS	3,865	3,815	3,900	3,900	3,300	3,900
101-253-718.003 *	OPEB - RETIREMENT HEALTH		17,726	7,700	7,700	7,700	8,400
101-253-719.000 *	HEALTH INSURANCE	50,971	53,159	94,959	94,959	74,789	89,735
101-253-719.003 *	EMPLOYEE PAID HEALTH CONTRA	(4,800)	(3,800)	(6,000)	(6,000)		(6,000)
101-253-719.015 *	DENTAL BENEFITS	2,615	2,716	4,161	4,161	3,784	4,353
101-253-719.016 *	VISION BENEFITS	809	558	848	848	559	907
101-253-719.020 *	HEALTH CARE DEDUCTION	5,815	9,058	23,660	23,660	12,942	23,660
101-253-719.021 *	ADMIN FEE - HEALTH DEDUCTIBLE	240	289	336	486	409	384
101-253-719.022 *	DISABILITY INSURANCE	639	751	872	872	775	889
101-253-719.023 *	LIFE INSURANCE	632	813	908	908	813	925
101-253-719.025	UNEMPLOYMENT EXPENSE		1,219				
101-253-719.030 *	WORKERS COMPENSATION		503	901	901	428	1,312
101-253-727.000 *	OFFICE SUPPLIES	1,212	1,196	1,500	1,500	871	1,500
101-253-753.000 *	DOG LICENSES	530		1,050	900		1,050
101-253-830.000 *	TAX PREPARATION	3,720	4,561	15,000	15,000	5,175	18,000
101-253-860.000 *	TRAVEL	39	270	500	500	79	500
101-253-931.000 *	REPAIRS AND MAINTENANCE	325	354	500	500	354	500
101-253-956.000 *	MISCELLANEOUS	75	75	100	100		100
101-253-977.000 *	EQUIPMENT						500
TOTAL APPROPRIATIONS		349,640	381,228	453,111	453,111	354,976	464,177
NET OF REVENUES/APPROPRIATIONS - 253 - TREASURER		(349,640)	(381,228)	(453,111)	(453,111)	(354,976)	(464,177)

* NOTES TO BUDGET: DEPARTMENT 253 TREASURER

703.000	SALARIES - ELECTED OFFICIALS	
	Salary of the Treasurer. A 3% increase is budgeted plus longevity, same as all employees.	98,642
705.000	SALARY - SUPERVISION	
	Salary of the Deputy Treasurer. A 3 % increase plus longevity was added to non union employees.	69,817
706.000	SALARY - PERMANENT WAGES	
	Wages of two (2) TPOAM Floater II/Clerk III positions. 3% increase plus longevity is budgeted for 2024.	107,103
708.010	HEALTH INS BUYOUT	
	Used for health insurance buyout for employees who receive health insurance through another source.	
709.000	REG OVERTIME	
	Overtime during tax time and for annual dog clinic.	1,800

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 253 - TREASURER							
715.000	F.I.C.A./MEDICARE						21,218
	Figures provided by the Accounting Director.						
718.000	MERS RETIREMENT						14,982
	Allocation of annual required contribution (ARC) provided by Accounting Director. Overall Township ARC increased by an estimate of 9.5%						
718.001	RETIREMENT HEALTH CARE SAVINGS						3,900
	Amount placed in a health care savings account for future use in health care expenses. This is for employees in the department who were hired after 1/1/2014.						
718.003	OPEB - RETIREMENT HEALTH						8,400
	Liability for the Other Post-Employment Benefits (OPEB) obligation of employees hired before 1/1/2014. The annual 2024 OPEB assumption decreased 16% from $ $200,000 to $168,000, however the Accounting Director recommends budgeting $8,400 for each of the 24 active employees in OPEB. This is due to the investment loss of 1.1M in 2022, which will be shown on the next Actuarial Report in 2023. The total contribution for 2024 will be $201,600.						
719.000	HEALTH INSURANCE						89,735
	There was a 5.5% decrease in the health insurance premium for 2024. Provided by HR.						
719.003	EMPLOYEE PAID HEALTH CONTRA						(6,000)
	Amount employees pay toward their health care coverage.						
719.015	DENTAL BENEFITS						4,353
	There was a 4.6% increase in dental premium for 2024. Provided by HR						
719.016	VISION BENEFITS						907
	An actual increase of 7% for 2 year rate guarantee from 9/1/23 to 8/31/2025. Numbers provided by HR						
719.020	HEALTH CARE DEDUCTION						23,660
	Cost to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. Provided by Accounting Director.						
719.021	ADMIN FEE - HEALTH DEDUCTIBLE						384
	Cost to manage card used to pay the health care deductibles, administered by Clarity Benefits. Provided by Accounting Director.						
719.022	DISABILITY INSURANCE						

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 253 - TREASURER							
							889
	An estimated increase of 2% for 2024. Numbers provided by HR						
719.023	LIFE INSURANCE						
							925
	An estimated increase of 2% for 2024. Numbers provided by HR						
719.030	WORKERS COMPENSATION						
							1,312
	Workers Comp allocation based on type work performed and number of employees in the department. Budget was based on a percentage of the full 2024 workers comp estimate of $173,069. A credit is usually given at year end - Not guaranteed. Provided by Accounting Director						
727.000	OFFICE SUPPLIES						
							1,500
	Necessary supplies including window envelopes for mailing past due notices and A/P checks.						
753.000	DOG LICENSES						
							1,050
	Purchasing of dog tags for licensing.						
830.000	TAX PREPARATION						
							18,000
	Printing of tax bills for summer and winter. Tax mailings to all tax payers, and to mortgage companies. An increase of $3,000 is due to vendors charging more for paper and their services, and a new process for late notice reminders. We are now outsourcing late notice reminders to a vendor, rather than printing and mailing letters in house because it is more cost efficient.						
860.000	TRAVEL						
							500
	Mileage reimbursement for Treasurer and Deputy Treasurer for travel to meetings, bank, post office, County Treasurer's Office and court cases.						
931.000	REPAIRS AND MAINTENANCE						
							500
	Maintenance contracts and repairs for check signed and money counter.						
956.000	MISCELLANEOUS						
							100
	Unforeseen expenses not covered in any of the above, such as court fees/parking for small claims.						
977.000	EQUIPMENT						
							500
	Estimated cost to purchase a new check scanner.						
	DEPT '253' TOTAL						464,177

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 257 - ASSESSING DEPARTMENT							
APPROPRIATIONS							
101-257-705.000 *	SALARY - SUPERVISION	124,043	133,830	135,014	135,014	118,331	137,659
101-257-706.000 *	SALARY - PERMANENT WAGES	165,757	175,451	178,280	192,280	151,885	201,943
101-257-708.004 *	SALARIES PAY OUT-PTO&SICKTIME				1,018	1,017	
101-257-708.010 *	HEALTH INS BUYOUT	6,000	5,005	6,000	3,000	1,500	3,000
101-257-709.000 *	REG OVERTIME		137	500	500	6	500
101-257-715.000 *	F.I.C.A./MEDICARE	22,096	23,514	24,464	25,613	20,378	26,248
101-257-718.000 *	MERS RETIREMENT	49,388	71,724	70,498	70,498	58,657	77,763
101-257-718.001 *	RETIREMENT HEALTH CARE SAVINGS	2,597	2,600	2,600	2,600	1,600	2,600
101-257-718.003 *	OPEB - RETIREMENT HEALTH		35,452	15,400	15,400	15,400	16,800
101-257-719.000 *	HEALTH INSURANCE	51,408	50,218	52,755	61,546	52,853	58,162
101-257-719.003 *	EMPLOYEE PAID HEALTH CONTRA	(3,600)	(3,600)	(3,600)	(3,600)		(4,200)
101-257-719.015 *	DENTAL BENEFITS	3,847	3,906	3,913	4,338	3,890	4,475
101-257-719.016 *	VISION BENEFITS	649	762	747	747	763	901
101-257-719.020 *	HEALTH CARE DEDUCTION	11,644	12,791	11,830	16,830	12,303	14,805
101-257-719.021 *	ADMIN FEE - HEALTH DEDUCTIBLE	221	244	228	228	307	348
101-257-719.022 *	DISABILITY INSURANCE	1,406	1,162	1,162	1,162	1,065	1,185
101-257-719.023 *	LIFE INSURANCE	907	907	907	907	832	925
101-257-719.030 *	WORKERS COMPENSATION		656	1,126	1,126	535	1,640
101-257-727.000 *	OFFICE SUPPLIES	2,901	3,293	3,500	5,000	3,473	3,500
101-257-730.000 *	POSTAGE	6,978	7,632	8,000	10,500	8,461	10,500
101-257-811.001 *	TAX APPEALS			1,500	500		1,500
101-257-867.000 *	GAS & OIL	403	288	720	720	180	720
101-257-935.000 *	MOTORPOOL-MISC REPAIR	182		2,500	2,500		2,500
101-257-943.000 *	MOTORPOOL INTERNAL	2,228	2,228	2,228	2,228	1,023	2,706
101-257-958.000 *	MEMBERSHIP AND DUES	1,060	1,080	1,500	1,500		1,500
TOTAL APPROPRIATIONS		450,115	529,280	521,772	552,155	454,459	567,680
NET OF REVENUES/APPROPRIATIONS - 257 - ASSESSING DEP		(450,115)	(529,280)	(521,772)	(552,155)	(454,459)	(567,680)

* NOTES TO BUDGET: DEPARTMENT 257 ASSESSING DEPARTMENT

705.000 SALARY - SUPERVISION

137,659

Salaries of our part-time Level IV Assessor MMAO (Michigan Master Assessing Officer) and our Level III MAAO (Michigan Advanced Assessing Officer). A 3 % increase plus longevity, same as as all employees was added to non union employees to match the Teamster Union contract for 2024.

706.000 SALARY - PERMANENT WAGES

201,943

Wages of two (2) Level III TPOAM MAAOs (Michigan Advanced Assessing Officer) and one MCAT (Michigan Certified Assessing expected Level II). 3% increase plus longevity is budgeted for 2024. Board approved increase of $6,000 for Level III assessors in 2023

708.004 SALARIES PAY OUT-PTO&SICKTIME

Used for payout of PTO time for employees that have available hours accumulated or request a payout due to an emergency. Amounts are paid at 75%. This is brought back to the board for a budget amendment.

708.010 HEALTH INS BUYOUT

3,000

Used for health insurance buyout for employees who receive health insurance through another source.

709.000 REG OVERTIME

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 257 - ASSESSING DEPARTMENT							
							500
	This line item is used for March Board of Review meetings after hours.						
715.000	F.I.C.A./MEDICARE						
							26,248
	Figures provided by the Accounting Director.						
718.000	MERS RETIREMENT						
							77,763
	Allocation of annual required contribution (ARC) provided by Accounting Director. Overall Township ARC increased by an estimate of 9.5%						
718.001	RETIREMENT HEALTH CARE SAVINGS						
							2,600
	Amount placed into a health care savings account for future use in health care expenses. This is for employees in the department hired after 1/1/2014.						
718.003	OPEB - RETIREMENT HEALTH						
							16,800
	Liability for the Other Post-Employment Benefits (OPEB) obligation of employees hired before 1/1/2014. The annual 2024 OPEB assumption decreased 16% from $ $200,000 to $168,000, however the Accounting Director recommends budgeting $8,400 for each of the 24 active employees in OPEB. This is due to the investment loss of 1.1M in 2022, which will be shown on the next Actuarial Report in 2023. The total contribution for 2024 will be $201,600.						
719.000	HEALTH INSURANCE						
							58,162
	There was a 5.5% decrease in the health insurance premium for 2024. Provided by HR.						
719.003	EMPLOYEE PAID HEALTH CONTRA						
							(4,200)
	Amount employees pay toward their health care coverage. Provided by H. R.						
719.015	DENTAL BENEFITS						
							4,475
	There was a 4.6% increase in dental premium for 2024. Provided by HR						
719.016	VISION BENEFITS						
							901
	An actual increase of 7% for 2 year rate guarantee from 9/1/23 to 8/31/2025. Numbers provided by HR						
719.020	HEALTH CARE DEDUCTION						
							14,805
	Cost to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. Provided by Accounting Director.						
719.021	ADMIN FEE - HEALTH DEDUCTIBLE						
							348

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 257 - ASSESSING DEPARTMENT							
	Cost to manage card used to pay the health care deductibles, administered by Clarity Benefits. Provided by Accounting Director.						
719.022	DISABILITY INSURANCE						1,185
	An estimated increase of 2% for 2024. Numbers provided by HR						
719.023	LIFE INSURANCE						925
	An estimated increase of 2% for 2024. Numbers provided by HR						
719.030	WORKERS COMPENSATION						1,640
	Workers Comp allocation based on type work performed and number of employees in the department. Budget was based on a percentage of the full 2024 workers comp estimate of $173,069. A credit is usually given at year end - Not guaranteed. Provided by Accounting Director						
727.000	OFFICE SUPPLIES						3,500
	Used for personal and real property assessment items and general office supplies.						
730.000	POSTAGE						10,500
	Used for mailing of real and personal assessment notices, as well as general mailing.						
811.001	TAX APPEALS						1,500
	Used to retain professional appraisals for full and small claims Tribunal Appeals, as well as legal expenses.						
867.000	GAS & OIL						720
	Lease and maintenance on township vehicles assigned to our department.						
935.000	MOTORPOOL-MISC REPAIR						2,500
	Covers miscellaneous vehicle repair above normal MotorPool maintenance. Provided by Accounting Director						
943.000	MOTORPOOL INTERNAL						2,706
	Vehicle & Maintenance MotorPool Allocation - Figures provided by the Accounting Director.						
958.000	MEMBERSHIP AND DUES						1,500
	MAAA memberships, annual certification and WAA membership.						
	DEPT '257' TOTAL						567,680

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 262 - ELECTION DEPARTMENT							
APPROPRIATIONS							
101-262-704.000 *	APPOINTED OFFICIALS		70,976		13,600	318	224,000
101-262-705.000 *	SALARY - SUPERVISION		60,967	62,947	62,947	50,748	64,835
101-262-707.000 *	SALARY - TEMPORARY/SEASONAL						45,000
101-262-708.010 *	HEALTH INS BUYOUT		3,000	3,000	3,000	1,500	3,000
101-262-709.000 *	REG OVERTIME		11,779		1,700		60,000
101-262-715.000 *	F.I.C.A./MEDICARE		5,108	5,200	5,200	3,997	13,222
101-262-718.000 *	MERS RETIREMENT		32,500	32,101	31,101	26,665	38,601
101-262-718.001	RETIREMENT HEALTH CARE SAVINGS		76				
101-262-718.002 *	DEFERRED COMPENSATION			139	139		
101-262-718.003 *	OPEB - RETIREMENT HEALTH		17,726	7,700	7,700	7,700	8,400
101-262-719.015 *	DENTAL BENEFITS		1,282	1,305	1,305	1,347	1,365
101-262-719.016 *	VISION BENEFITS		249	249	249	233	267
101-262-719.022 *	DISABILITY INSURANCE		291	291	291	266	296
101-262-719.023 *	LIFE INSURANCE		236	227	227	208	231
101-262-719.030 *	WORKERS COMPENSATION		57	225	225	107	328
101-262-727.000 *	OFFICE SUPPLIES	181	26,677	2,000	10,000	2,291	35,000
101-262-730.000 *	POSTAGE		19,107	2,000	8,000	2,409	50,000
101-262-760.001 *	PPE & FIRST AID ELECTION SUP						500
101-262-801.200 *	PROFNSL SRV-PROGRAMMING BALLOT		5,247				10,000
101-262-860.000 *	TRAVEL		223		400		1,500
101-262-900.000 *	PUBLISHING				100		1,500
101-262-933.001 *	MAINTENANCE CONTRACTS			10	10		
101-262-941.000 *	EQUIPMENT RENTAL/LEASING		11,558		1,000		17,000
101-262-977.000 *	EQUIPMENT		132,815		32,095		16,800
TOTAL APPROPRIATIONS		181	399,874	117,394	179,289	97,789	591,845
NET OF REVENUES/APPROPRIATIONS - 262 - ELECTION DEPA		(181)	(399,874)	(117,394)	(179,289)	(97,789)	(591,845)

* NOTES TO BUDGET: DEPARTMENT 262 ELECTION DEPARTMENT

704.000 APPOINTED OFFICIALS

224,000

This is for wages of election workers and chair people for three (3) elections. Request to increase election worker pay by $3 per hour, therefore Chair person to $20, Co-Chair person to $17 and election workers $16 per hour in 2024. Calculated estimates per election are as follows: $8,000 for chair persons and $40,000 for poll election workers. There will be some fluctuation in needed staffing between March, August and November. Keeping these base numbers should even out to approximately $140,000. In addition, NEW EARLY VOTING for 2024 will warrant a normal polling location and staffing for a nine day period, this is estimated to be $28,000 each of the three elections for $84,000. The total requested amount for 2024 is $224,000.

705.000 SALARY - SUPERVISION

64,835

Salary of the Deputy Director of Election. A 3 % increase plus longevity was added to non union employees for 2024, same as all employees.

706.000 SALARY - PERMANENT WAGES

This is for scheduled elections in 2024.

707.000 SALARY - TEMPORARY/SEASONAL

45,000

The office will need temporary workers in 2024. Looking back at prior year elections, we are requesting $45,000 for the years three elections.

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 262 - ELECTION DEPARTMENT							
708.010	HEALTH INS BUYOUT						3,000
	Used for health insurance buyout for employees who receive health insurance through another source.						
709.000	REG OVERTIME						60,000
	This is for Township employees working overtime for election related hours such as the set up and take down of poll equipment, weekend staffing, extended work days, election day staffing and other related election OT needs. Requesting $60,000 over three elections. The calculation was based on the amount used in 2020. This is a conservative estimate considering the wage increases since 2020.						
715.000	F.I.C.A./MEDICARE						13,222
	Figures provided by the Accounting Director.						
718.000	MERS RETIREMENT						38,601
	Allocation of annual required contribution (ARC) provided by Accounting Director. Overall Township ARC increased by an estimate of 9.5%						
718.002	DEFERRED COMPENSATION						
	No longer using deferred compenstion - using FICA/Medicare completely						
718.003	OPEB - RETIREMENT HEALTH						8,400
	Liability for the Other Post-Employment Benefits (OPEB) obligation of employees hired before 1/1/2014. The annual 2024 OPEB assumption decreased 16% from $ $200,000 to $168,000, however the Accounting Director recommends budgeting $8,400 for each of the 24 active employees in OPEB. This is due to the investment loss of 1.1M in 2022, which will be shown on the next Actuarial Report in 2023. The total contribution for 2024 will be $201,600.						
719.015	DENTAL BENEFITS						1,365
	There was a 4.6% increase in dental premium for 2024. Provided by HR						
719.016	VISION BENEFITS						267
	An actual increase of 7% for 2 year rate guarantee from 9/1/23 to 8/31/2025. Numbers provided by HR						
719.022	DISABILITY INSURANCE						296
	An estimated increase of 2% for 2024. Numbers provided by HR						
719.023	LIFE INSURANCE						231
	An estimated increase of 2% for 2024. Numbers provided by HR						
719.030	WORKERS COMPENSATION						

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 262 - ELECTION DEPARTMENT							
							328
	Workers Comp allocation based on type work performed and number of employees in the department. Budget was based on a percentage of the full 2024 workers comp estimate of $173,069. A credit is usually given at year end - Not guaranteed. Provided by Accounting Director						
727.000	OFFICE SUPPLIES						
							35,000
	Cost of supplies for election cards, ballot booths, etc.						
730.000	POSTAGE						
							50,000
	This is for the postage expense for elections - $50,000 for the year although a budget amendment may be needed later in the year. Numbers are very dependent on the States process for assisting with postage. Municipalities will likely front the cost.						
760.001	PPE & FIRST AID ELECTION SUP						
							500
	Covers all PPE, first aid supplies, and other supplies required by OSHA.						
801.200	PROFNSL SRV-PROGRAMMING BALLOT						
							10,000
	Cost of programming ballots- requesting $10,000 for 2024.						
860.000	TRAVEL						
							1,500
	Reimbursement of mileage expenditures related to elections.						
900.000	PUBLISHING						
							1,500
	Publishing for public accurancy testing.						
933.001	MAINTENANCE CONTRACTS						
	Starting annual maintenance of $23,600 for the Hart election scanners and software purchased in 2022. This is scheduled to begin in the sixth (6) year to the tenth (10) for a total of $118,000. The Township can save 10% and paying before the end of the fifth (5) year which would be 2027 at $106,200. Narrative included to track for future budgeting in 2027.						
941.000	EQUIPMENT RENTAL/LEASING						
							17,000
	Rental for three polling locations for 2024 elections.						
977.000	EQUIPMENT						
							16,800
	Budgeting $16,800.00 for new laptops. This is separate from early voting but the current laptops will not meet the standards for next year. 21 laptops at $800 each are needed.						
	DEPT '262' TOTAL						591,845

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 265 - RESIDENT SVCS: BLDG OPERATIONS							
APPROPRIATIONS							
101-265-705.000 *	SALARY - SUPERVISION						38,625
101-265-706.000 *	SALARY - PERMANENT WAGES	242,070	260,670	277,394	262,394	200,084	278,339
101-265-708.010 *	HEALTH INS BUYOUT	5,503	3,000	3,000	3,000	1,500	3,000
101-265-709.000 *	REG OVERTIME	3,594	4,419	5,000	5,000	2,789	5,000
101-265-715.000 *	F.I.C.A./MEDICARE	19,043	19,906	21,833	21,833	14,441	24,860
101-265-718.000 *	MERS RETIREMENT	9,334	10,959	11,761	11,761	9,055	14,847
101-265-718.001 *	RETIREMENT HEALTH CARE SAVINGS	5,107	5,086	5,850	5,850	3,219	7,150
101-265-718.002 *	DEFERRED COMPENSATION		21				
101-265-719.000 *	HEALTH INSURANCE	48,902	66,946	81,770	81,770	66,750	90,566
101-265-719.003 *	EMPLOYEE PAID HEALTH CONTRA	(3,200)	(4,350)	(5,900)	(5,900)		(6,700)
101-265-719.015 *	DENTAL BENEFITS	2,828	3,422	4,134	4,134	3,396	5,311
101-265-719.016 *	VISION BENEFITS	1,026	774	898	898	789	1,142
101-265-719.020 *	HEALTH CARE DEDUCTION	15,842	12,451	20,703	20,703	11,178	23,678
101-265-719.021 *	ADMIN FEE - HEALTH DEDUCTIBLE	180	295	294	294	214	426
101-265-719.022 *	DISABILITY INSURANCE	1,390	1,162	1,307	1,307	993	1,630
101-265-719.023 *	LIFE INSURANCE	873	832	1,021	1,021	706	1,272
101-265-719.030 *	WORKERS COMPENSATION		3,408	6,970	6,970	1,993	1,558
101-265-727.000 *	OFFICE SUPPLIES	20	115	400	400	365	400
101-265-740.000 *	OPERATING SUPPLIES	1,824	1,655	2,500	2,500	1,490	2,500
101-265-741.000 *	UNIFORMS - BOOTS & LAUNDRY	10,270	13,337	12,000	12,000	10,045	12,000
101-265-757.775 *	OPERATING SUPP: FORD LAKE PAR	779	720	1,000	1,000		1,000
101-265-760.000 *	PPE & FIRST AID SUPPLIES	470	70	500	500	12	500
101-265-776.001 *	MAINT SUPPLIES - CIVIC CENTER	9,316	7,606	10,000	10,000	7,814	10,000
101-265-776.002 *	MAINT SUPPLIES - GRAFFITI CON	400		1,500	1,500		1,500
101-265-776.775 *	MAINT SUPPLIES: FORD LAKE PAR	1,663	2,395	2,500	2,500	1,323	2,500
101-265-777.000 *	BLDG OPER EQUIP TOOLS	2,146	3,907	5,000	5,000	3,443	5,000
101-265-818.001 *	CONTRACTUAL SERVICES CIVIC CT	60,072	46,235	60,000	58,125	50,551	60,000
101-265-818.775 *	MAINT-CONTR SVCS - FORD LK PR	465		500	500		
101-265-867.000 *	GAS & OIL	2,200	3,649	3,000	3,000	2,278	3,000
101-265-920.001 *	UTILITIES - CIVIC CENTER	68,360	76,260	80,000	80,000	66,947	80,000
101-265-931.001 *	REPAIRS CIVIC CENTER	17,169	12,867	15,000	30,000	21,124	35,000
101-265-931.020 *	NON REOCCURRING R & M - CIVIC	15,877	11,586	10,000	35,000	33,069	35,000
101-265-931.775 *	REPAIRS - FORD LAKE PARKS	1,559		2,000	2,000	194	12,000
101-265-935.000 *	MOTORPOOL-MISC REPAIR		320	2,500	1,500	597	2,500
101-265-938.000 *	EQUIPMENT CONTRACTUAL EQUIP	1,480	(540)	1,000	1,000		1,000
101-265-943.000 *	MOTORPOOL INTERNAL	8,789	3,456	3,456	3,456	7,324	4,934
101-265-956.000 *	MISCELLANEOUS	333		500	500		500
101-265-974.025	CAPITAL OUTLAY/SECURITY		6,547		2,875	2,875	
101-265-977.000 *	EQUIPMENT						100,000
TOTAL APPROPRIATIONS		555,684	579,186	649,391	674,391	526,558	860,038
NET OF REVENUES/APPROPRIATIONS - 265 - RESIDENT SVCS		(555,684)	(579,186)	(649,391)	(674,391)	(526,558)	(860,038)

* NOTES TO BUDGET: DEPARTMENT 265 RESIDENT SVCS: BLDG OPERATIONS

705.000 SALARY - SUPERVISION

38,625

Assistant Municipal Service Director a new position this year - split 50/50 between department 101-265 residential building and 101-770 parks & grounds.

706.000 SALARY - PERMANENT WAGES

278,339

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 265 - RESIDENT SVCS: BLDG OPERATIONS							
	Cost of two full-time maintenance tech staff, three full-time custodians (one at Civic Center, one at Recreation and one floater). One part-time custodians at Recreation, all TPOAM positions. 3% increase is budgeted for 2024, plus longevity.						
708.010	HEALTH INS BUYOUT						3,000
	Health insurance buyout for employees who receive health insurance through another source.						
709.000	REG OVERTIME						5,000
	Overtime for emergencies and projects that have to done during non-work hours.						
715.000	F.I.C.A./MEDICARE						24,860
	Figures provided by the Accounting Director.						
718.000	MERS RETIREMENT						14,847
	Allocation of annual required contribution (ARC) provided by Accounting Director. Overall Township ARC increased by an estimate of 9.5%						
718.001	RETIREMENT HEALTH CARE SAVINGS						7,150
	Amount placed into a health care savings account for future use in health care expenses. This is for employees in the department hired after 1/1/2014.						
718.002	DEFERRED COMPENSATION						
	No longer using deferred compenstion - using FICA/Medicare completely						
719.000	HEALTH INSURANCE						90,566
	There was a 5.5% decrease in the health insurance premium for 2024. Provided by HR.						
719.003	EMPLOYEE PAID HEALTH CONTRA						(6,700)
	Amount employees pay toward their health care coverage.						
719.015	DENTAL BENEFITS						5,311
	There was a 4.6% increase in dental premium for 2024. Provided by HR						
719.016	VISION BENEFITS						1,142
	An actual increase of 7% for 2 year rate guarantee from 9/1/23 to 8/31/2025. Numbers provided by HR						
719.020	HEALTH CARE DEDUCTION						23,678

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 265 - RESIDENT SVCS: BLDG OPERATIONS							
	Cost to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. Provided by Accounting Director.						
719.021	ADMIN FEE - HEALTH DEDUCTIBLE						426
	Cost to manage card used to pay the health care deductibles, administered by Clarity Benefits. Provided by Accounting Director.						
719.022	DISABILITY INSURANCE						1,630
	An estimated increase of 2% for 2024. Numbers provided by HR						
719.023	LIFE INSURANCE						1,272
	An estimated increase of 2% for 2024. Numbers provided by HR						
719.030	WORKERS COMPENSATION						1,558
	Workers Comp allocation based on type work performed and number of employees in the department. Budget was based on a percentage of the full 2024 workers comp estimate of $173,069. A credit is usually given at year end - Not guaranteed. Provided by Accounting Director						
727.000	OFFICE SUPPLIES						400
	Office supplies for Maintenance Superintendent and Maintenance Techs						
740.000	OPERATING SUPPLIES						2,500
	Used for tools and equipment for Building Maintenance employees. No change for 2024.						
741.000	UNIFORMS - BOOTS & LAUNDRY						12,000
	Cost for uniforms, boots and laundry services. TPOAM union employees receive a flat amount to purchase boots and uniforms as per contract. All others who require boots or uniforms will receive a reimbursement not to exceed agreed upon amount. Laundry service is for towels, rugs, mats, etc.						
757.775	OPERATING SUPP: FORD LAKE PAR						1,000
	Used for tools and equipment within Ford Lake Park System.						
760.000	PPE & FIRST AID SUPPLIES						500
	Covers all PPE, first aid supplies, and other supplies required by OSHA.						
776.001	MAINT SUPPLIES - CIVIC CENTER						10,000
	Supplies for Civic Center (vacuum bags, floor finish, etc.). No change for 2024 .						

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 265 - RESIDENT SVCS: BLDG OPERATIONS							
776.002	MAINT SUPPLIES - GRAFFITI CON						1,500
	Cost of cleaners and paints used to remove graffiti.						
776.775	MAINT SUPPLIES: FORD LAKE PAR						2,500
	Various supplies necessary for repairs to park buildings, restrooms, etc.						
777.000	BLDG OPER EQUIP TOOLS						5,000
	Cost of tools, lift gates, electrical and regulatory poster.						
818.001	CONTRACTUAL SERVICES CIVIC CT						60,000
	Used for alarm systems, elevator inspections, fire extinguishers, boiler inspections, building services, window washers, etc. No change for 2024 .						
818.775	MAINT-CONTR SVCS - FORD LK PR						
	No budget for 2024.						
867.000	GAS & OIL						3,000
	Cost for fuel and oil for vehicles, ERX & Fuelcloud systems.						
920.001	UTILITIES - CIVIC CENTER						80,000
	Utility costs for Civic Center. No change for 2024.						
931.001	REPAIRS CIVIC CENTER						35,000
	Used for batteries, door repairs, closers, etc. in Civic Center. Increase for 2024 to budget for upgrades and repairs to HVAC system.						
931.020	NON REOCCURRING R & M - CIVIC						35,000
	Used for large unexpected item replacements, such as electric ceiling sensors.						
931.775	REPAIRS - FORD LAKE PARKS						12,000
	Cost of paint and maintenance staff repairs in the Ford Lake Park System. Increase for 2024 to replace aging HVAC System.						
935.000	MOTORPOOL-MISC REPAIR						2,500
	Covers miscellaneous vehicle repair above normal MotorPool maintenance. Provided by Accounting Director						

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 265 - RESIDENT SVCS: BLDG OPERATIONS							
938.000	EQUIPMENT CONTRACTUAL EQUIP						1,000
	Annual inspections on equipment: equipment rental.						
943.000	MOTORPOOL INTERNAL						4,934
	Vehicle & Maintenance MotorPool Allocation - Figures provided by the Accounting Director.						
956.000	MISCELLANEOUS						500
	Used for drug screenings, driving test, etc.						
977.000	EQUIPMENT						100,000
	Budgeting for supplies and installation of a Lean To at FLP Garage. Any other equipment needed for 2024 will be brought before the Board for approval.						
	DEPT '265' TOTAL						860,038

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 266 - LEGAL SERVICES							
APPROPRIATIONS							
101-266-801.002 *	LEGAL SERVICES	286,692	337,000	330,000	330,000	271,802	350,000
TOTAL APPROPRIATIONS		286,692	337,000	330,000	330,000	271,802	350,000
NET OF REVENUES/APPROPRIATIONS - 266 - LEGAL SERVICE		(286,692)	(337,000)	(330,000)	(330,000)	(271,802)	(350,000)

* NOTES TO BUDGET: DEPARTMENT 266 LEGAL SERVICES

801.002 LEGAL SERVICES

350,000

This line item includes all legal services (with the exception of Domestic Violence, Prosecution and Nuisance Abatement cases), including providing legal opinions, preparing and reviewing documents, reviewing contracts, advising the Township on legal matters upon verbal and written request, attending internal/external meetings, Work Sessions, Board Meetings, Planning Commission, ZBA, Nuisance Abatement, development and police services meetings and conferences as requested, investigation, preparation, office time, court time, post-hearing services, etc. for all circuit court actions, representation of the Township in the appeal of any matter, including appeals from district court, circuit court, to or from the Court of Appeals and in the Supreme Court of the State of Michigan; appearances before administrative tribunals or courts other than the 14-B District Court, as well as labor consultant services. Increase based on 2023.

DEPT '266' TOTAL 350,000

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 267 - GENERAL SERVICES							
APPROPRIATIONS							
101-267-727.000 *	OFFICE SUPPLIES	3,905	5,533	6,000	6,000	5,264	6,000
101-267-727.200 *	OFFICE MEETING/WELC SUPPLIES	300	357	500	500	327	400
101-267-727.300 *	COVID-19 SUPPLIES & EQUIP	4,043					
101-267-730.000 *	POSTAGE	47,331	42,161	50,000	50,000	34,867	50,000
101-267-850.000 *	TELEPHONE	38,166	43,347	49,000	49,000	30,853	49,000
101-267-900.000 *	PUBLISHING	23,287	27,229	35,000	35,000	17,953	35,000
101-267-941.000 *	EQUIPMENT RENTAL/LEASING	17,122	20,483	20,000	20,000	14,269	20,000
101-267-956.000 *	MISCELLANEOUS	129	309	500	500	171	500
101-267-958.000 *	MEMBERSHIP AND DUES	499	584	800	800	499	800
TOTAL APPROPRIATIONS		134,782	140,003	161,800	161,800	104,203	161,700
NET OF REVENUES/APPROPRIATIONS - 267 - GENERAL SERVI		(134,782)	(140,003)	(161,800)	(161,800)	(104,203)	(161,700)

* NOTES TO BUDGET: DEPARTMENT 267 GENERAL SERVICES

727.000 OFFICE SUPPLIES

6,000

General office supplies used by all departments, except 14-B Court, Golf Course, Recreation and the Fire Department. Items purchased include paper, card stock, batteries, etc.

727.200 OFFICE MEETING/WELC SUPPLIES

400

Used to purchase coffee, filters, cups, creamer, sugar and water at Civic Center. Coffee and water are offered to residents and people attending meetings in the building. Revenues from the vending machines (101-000-642.006) are used for this line item.

727.300 COVID-19 SUPPLIES & EQUIP

Moved to Human Resource Department 101-270-760.000 and will be allocated to each department as used.

730.000 POSTAGE

50,000

Postage cost are accrued in this line and allocated out to the different funds expenditure lines for postage used. The general fund departments all use this postage line with the exception of elections.

850.000 TELEPHONE

49,000

Cost for all desk and cell phones in the Township.

900.000 PUBLISHING

35,000

Publishing various notices in newspaper and mailers.

941.000 EQUIPMENT RENTAL/LEASING

20,000

Equipment rental of copiers and postage machine, as well as supplies. Postage machine contract with Quadient Inc 5 yr 7/1/22 to 6/30/2027 @ $5,524/yr. The quarterly printer maintenance costs have increased as well.

956.000 MISCELLANEOUS

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 267 - GENERAL SERVICES							
							500
	Miscellaneous costs to Township.						
958.000	MEMBERSHIP AND DUES						
							800
	Cost of Amazon, Costco and Sam's Club Memberships.						
	DEPT '267' TOTAL						161,700

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 270 - HUMAN RESOURCES							
APPROPRIATIONS							
101-270-705.000 *	SALARY - SUPERVISION	73,060	76,526	77,832	77,832	64,646	87,125
101-270-706.000 *	SALARY - PERMANENT WAGES	56,035	60,841	111,668	111,668	51,118	65,000
101-270-706.015 *	SAFETY COORDINATOR	28,306	30,561	31,082	31,082	25,804	32,093
101-270-708.004 *	SALARIES PAY OUT-PTO&SICKTIME	1,552	3,190		3,286	3,286	
101-270-715.000 *	F.I.C.A./MEDICARE	11,823	12,751	16,875	17,127	10,803	14,093
101-270-718.000 *	MERS RETIREMENT	33,825	49,345	51,011	51,011	40,134	53,000
101-270-718.001 *	RETIREMENT HEALTH CARE SAVINGS	950	961	2,600	2,600	819	1,300
101-270-718.003 *	OPEB - RETIREMENT HEALTH		24,817	10,780	10,780	10,780	11,760
101-270-719.000 *	HEALTH INSURANCE	61,690	58,633	89,684	64,684	58,030	59,823
101-270-719.003 *	EMPLOYEE PAID HEALTH CONTRA	(4,320)	(4,320)	(6,120)	(6,120)		(4,320)
101-270-719.005 *	HOSPITAL PHYSICALS	2,872	3,953	6,500	6,500	5,044	6,500
101-270-719.015 *	DENTAL BENEFITS	3,077	3,077	4,435	4,435	2,869	3,276
101-270-719.016 *	VISION BENEFITS	742	597	846	846	558	640
101-270-719.020 *	HEALTH CARE DEDUCTION	11,771	14,792	20,111	20,111	15,443	13,020
101-270-719.021 *	ADMIN FEE - HEALTH DEDUCTIBLE	192	207	286	286	177	231
101-270-719.022 *	DISABILITY INSURANCE	843	697	988	988	639	712
101-270-719.023 *	LIFE INSURANCE	544	544	771	771	499	556
101-270-719.024 *	EMPLOYEE ASSISTANCE PROGRAM	4,426	4,494	5,400	5,400	3,668	5,400
101-270-719.030 *	WORKERS COMPENSATION		336	676	676	271	656
101-270-727.000 *	OFFICE SUPPLIES	481	287	750	750	345	750
101-270-740.000 *	OPERATING SUPPLIES			2,500	2,500	1,553	500
101-270-741.001 *	UNIFORMS-NEW AND BADGES						3,000
101-270-760.000 *	PPE & FIRST AID SUPPLIES	18,801	16,167	19,000	19,000	12,218	49,000
101-270-801.000 *	PROFESSIONAL SERVICES				15,000	3,875	7,500
101-270-803.100 *	CONTRACT SRVS-FLEX SPENDING			100	100		
101-270-958.000 *	MEMBERSHIP AND DUES	219	229	250	250	244	275
101-270-960.000 *	EDUCATION AND TRAINING	10,563	14,656	20,000	30,000	21,945	25,000
101-270-960.100 *	SAFETY TRAINING	9,377	5,878	15,000	15,000	3,280	10,000
TOTAL APPROPRIATIONS		326,829	379,219	483,025	486,563	338,048	446,890
NET OF REVENUES/APPROPRIATIONS - 270 - HUMAN RESOURC		(326,829)	(379,219)	(483,025)	(486,563)	(338,048)	(446,890)

* NOTES TO BUDGET: DEPARTMENT 270 HUMAN RESOURCES

705.000 SALARY - SUPERVISION

87,125

Salary of the HR Manager. An increase of salary from $78,211 to $85,000 for increased responsibility of training and supervisory duties, plus longevity was added.

706.000 SALARY - PERMANENT WAGES

65,000

This is for the new HR Generlist position. The Quality Assurance Specialist will move to Recreation Department as the Community Events Manager in 2024.

706.015 SAFETY COORDINATOR

32,093

40% of the Operations Manager who works with HR coordinating Township Safety Program. A 3 % increase plus longevity was added for all Township employees.

708.004 SALARIES PAY OUT-PTO&SICKTIME

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 270 - HUMAN RESOURCES							
	Used for payout of PTO time for employees that have available hours accumulated or request a payout due to an emergency. Amounts are paid at 75%. This is brought back to the board for a budget amendment.						
715.000	F.I.C.A./MEDICARE						14,093
	Figures provided by the Accounting Director.						
718.000	MERS RETIREMENT						53,000
	Allocation of annual required contribution (ARC) provided by Accounting Director. Overall Township ARC increased by an estimate of 9.5%						
718.001	RETIREMENT HEALTH CARE SAVINGS						1,300
	Amount placed into a health care savings account for future use in health care expenses. This is for employees in the department hired after 1/1/2014.						
718.003	OPEB - RETIREMENT HEALTH						11,760
	Liability for the Other Post-Employment Benefits (OPEB) obligation of employees hired before 1/1/2014. The annual 2024 OPEB assumption decreased 16% from $ $200,000 to $168,000, however the Accounting Director recommends budgeting $8,400 for each of the 24 active employees in OPEB. This is due to the investment loss of 1.1M in 2022, which will be shown on the next Actuarial Report in 2023. The total contribution for 2024 will be $201,600.						
719.000	HEALTH INSURANCE						59,823
	There was a 5.5% decrease in the health insurance premium for 2024. Provided by HR.						
719.003	EMPLOYEE PAID HEALTH CONTRA						(4,320)
	Amount employees pay toward their health care coverage.						
719.005	HOSPITAL PHYSICALS						6,500
	Cost for pre-employment drug screens, physicals for new hires, and cost related to DOT random drug/alcohol. Recommending no change for 2024.						
719.015	DENTAL BENEFITS						3,276
	There was a 4.6% increase in dental premium for 2024. Provided by HR						
719.016	VISION BENEFITS						640
	An actual increase of 7% for 2 year rate guarantee from 9/1/23 to 8/31/2025. Numbers provided by HR						
719.020	HEALTH CARE DEDUCTION						13,020

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 270 - HUMAN RESOURCES							
	Cost to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. Provided by Accounting Director.						
719.021	ADMIN FEE - HEALTH DEDUCTIBLE						231
	Cost to manage card used to pay the health care deductibles, administered by Clarity Benefits. Provided by Accounting Director.						
719.022	DISABILITY INSURANCE						712
	An estimated increase of 2% for 2024. Numbers provided by HR						
719.023	LIFE INSURANCE						556
	An estimated increase of 2% for 2024. Numbers provided by HR						
719.024	EMPLOYEE ASSISTANCE PROGRAM						5,400
	Cost of participation in Employee Assistance Program (EAP). Program helps assist employees with personal and/or work-related problems. Recommending no increase. Cost will remain the same for the 24 renewal year.						
719.030	WORKERS COMPENSATION						656
	Workers Comp allocation based on type work performed and number of employees in the department. Budget was based on a percentage of the full 2024 workers comp estimate of $173,069. A credit is usually given at year end - Not guaranteed. Provided by Accounting Director						
727.000	OFFICE SUPPLIES						750
	Recommending no change to this line.						
740.000	OPERATING SUPPLIES						500
	Requesting $500 to purchase new file cabinet.						
741.001	UNIFORMS-NEW AND BADGES						3,000
	For purchase of uniforms and supplies for badges.						
760.000	PPE & FIRST AID SUPPLIES						49,000
	This line covers PPE & First Aid annual cost ($19,000), Fall Protection Improvement for Hydro and Compost ($20,000), and Eye Wash updates to meet current standards ($10,000)						
801.000	PROFESSIONAL SERVICES						7,500
	Funds for special projects related to DEI, Compensation Surveys, etc.						
803.100	CONTRACT SRVS-FLEX SPENDING						

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 270 - HUMAN RESOURCES							
	Used for unforeseen fees associated with flex spending accounts that are paid to Clarity Benefit Solutions. Recommended by the Accounting Director.						
958.000	MEMBERSHIP AND DUES						275
	This line allows the HR Manager to maintain membership to SHRM (Society of Human Resource Management) that provides updates and relative information for HR professionals. Slight increase from 2023 due to membership increase.						
960.000	EDUCATION AND TRAINING						25,000
	We have on-going needs for Education and Training throughout the entire employee base including: Classes for required certifications, attendance to annual professional conferences for management employees (MERS, MRPA, MFGOA, MiGMIS, MAP), and training specific to individual job duties. For 2023 Diversity and Inclusion Training being planned for the entire workforce.						
960.100	SAFETY TRAINING						10,000
	This line item is being established to cover safety related training. This training would include OSHA and MI-OSHA related classes and certification and all other safety related training. 2024 training will include CPR, Arial lifts, etc.						
	DEPT '270' TOTAL						446,890

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 271 - COMMUNICATION & PUBLIC RELATIONS							
APPROPRIATIONS							
101-271-705.000 *	SALARY - SUPERVISION			70,000	70,000		70,000
101-271-706.000 *	SALARY - PERMANENT WAGES			52,402	52,402	42,497	53,974
101-271-708.010 *	HEALTH INS BUYOUT			3,000	3,000	1,500	3,000
101-271-715.000 *	F.I.C.A./MEDICARE			9,593	9,593	3,366	9,713
101-271-718.000 *	MERS RETIREMENT			6,708	6,708	2,284	6,794
101-271-718.001 *	RETIREMENT HEALTH CARE SAVINGS			1,300	1,300		1,300
101-271-718.003 *	OPEB - RETIREMENT HEALTH			7,700	7,700	7,700	8,400
101-271-719.000 *	HEALTH INSURANCE			26,378	26,378		24,927
101-271-719.003 *	EMPLOYEE PAID HEALTH CONTRA			(1,800)	(1,800)		(1,800)
101-271-719.015 *	DENTAL BENEFITS			2,609	2,609		2,730
101-271-719.016 *	VISION BENEFITS			498	498		533
101-271-719.020 *	HEALTH CARE DEDUCTION			5,915	5,915		5,915
101-271-719.021 *	ADMIN FEE - HEALTH DEDUCTIBLE			84	84		96
101-271-719.022 *	DISABILITY INSURANCE			582	582		593
101-271-719.023 *	LIFE INSURANCE			454	454		463
101-271-719.030 *	WORKERS COMPENSATION			901	901	50	328
101-271-727.000 *	OFFICE SUPPLIES			1,500	1,500		1,500
101-271-801.000 *	PROFESSIONAL SERVICES			6,000	6,000		6,000
101-271-860.000 *	TRAVEL			2,000	2,000		2,000
101-271-880.000 *	COMMUNITY PROMOTION			20,000	20,000	5,850	20,000
101-271-958.000 *	MEMBERSHIP AND DUES			200	200		200
TOTAL APPROPRIATIONS				216,024	216,024	63,247	216,666
NET OF REVENUES/APPROPRIATIONS - 271 - COMMUNICATION				(216,024)	(216,024)	(63,247)	(216,666)

* NOTES TO BUDGET: DEPARTMENT 271 COMMUNICATION & PUBLIC RELATIONS

705.000 SALARY - SUPERVISION

70,000

New Department for Communications & Public Information Manager. Advertised, interviewed, and offered position in 2023, applicant decided to stay at current employer. Contracting services may be an option.

706.000 SALARY - PERMANENT WAGES

53,974

Web Support Specialist. A 3% increase plus longevity was approved for 2024 Teamster Union contract.

708.010 HEALTH INS BUYOUT

3,000

Health insurance buyout for employees who receive health insurance through another source.

715.000 F.I.C.A./MEDICARE

9,713

Figures provided by the Accounting Director.

718.000 MERS RETIREMENT

6,794

Allocation of annual required contribution (ARC) provided by Accounting Director. Overall Township ARC increased by an estimate of 9.5%

718.001 RETIREMENT HEALTH CARE SAVINGS

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 271 - COMMUNICATION & PUBLIC RELATIONS							
							1,300
	Amount placed into a health care savings account for future use in health care expenses. This is for employees in the department who were hired after 1/1/14.						
718.003	OPEB - RETIREMENT HEALTH						
							8,400
	Liability for the Other Post-Employment Benefits (OPEB) obligation of employees hired before 1/1/2014. The annual 2024 OPEB assumption decreased 16% from $ $200,000 to $168,000, however the Accounting Director recommends budgeting $8,400 for each of the 24 active employees in OPEB. This is due to the investment loss of 1.1M in 2022, which will be shown on the next Actuarial Report in 2023. The total contribution for 2024 will be $201,600.						
719.000	HEALTH INSURANCE						
							24,927
	There was a 5.5% decrease in the health insurance premium for 2024. Provided by HR.						
719.003	EMPLOYEE PAID HEALTH CONTRA						
							(1,800)
	Amount employees pay toward their health care coverage.						
719.015	DENTAL BENEFITS						
							2,730
	There was a 4.6% increase in dental premium for 2024. Provided by HR						
719.016	VISION BENEFITS						
							533
	An actual increase of 7% for 2 year rate guarantee from 9/1/23 to 8/31/2025. Numbers provided by HR						
719.020	HEALTH CARE DEDUCTION						
							5,915
	Cost to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. Provided by Accounting Director.						
719.021	ADMIN FEE - HEALTH DEDUCTIBLE						
							96
	Cost to manage card used to pay the health care deductibles, administered by Clarity Benefits.						
719.022	DISABILITY INSURANCE						
							593
	An estimated increase of 2% for 2024. Numbers provided by HR						
719.023	LIFE INSURANCE						
							463
	An estimated increase of 2% for 2024. Numbers provided by HR						
719.030	WORKERS COMPENSATION						
							328

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 271 - COMMUNICATION & PUBLIC RELATIONS							
	Workers Comp allocation based on type work performed and number of employees in the department. Budget was based on a percentage of the full 2024 workers comp estimate of $173,069. A credit is usually given at year end - Not guaranteed. Provided by Accounting Director						
727.000	OFFICE SUPPLIES						1,500
	Office supplies for staff.						
801.000	PROFESSIONAL SERVICES						6,000
	Cost of professional services if any are needed for new department.						
860.000	TRAVEL						2,000
	Reimbursement for business use of personal vehicles.						
880.000	COMMUNITY PROMOTION						20,000
	This line will be used for promotional community branding items such as T shirts, hats, pens, etc.						
958.000	MEMBERSHIP AND DUES						200
	Dues for staff membership in professional organizations.						
	DEPT '271' TOTAL						216,666

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 272 - OTHER FUNCTIONS							
APPROPRIATIONS							
101-272-719.010 *	HEALTH CARE TAX	457	517	650	650	552	650
101-272-719.025 *	UNEMPLOYMENT EXPENSE	(234)					
101-272-719.030 *	WORKERS COMPENSATION	13,099					
101-272-801.000 *	PROFESSIONAL SERVICES	80,337	66,154	85,000	84,200	51,312	84,000
101-272-808.000 *	BEEKEEPING - SERVICE & SUPPLIES	714	1,927	2,000	2,000	1,368	2,000
101-272-836.100 *	CONTRIBUTION WATER HARDSHIP	8,500	7,380	10,400	20,800	8,260	20,800
101-272-844.000 *	MEALS ON WHEELS	10,000	10,000	15,000	10,000	10,000	10,000
101-272-876.002 *	OTHER RETIREMENT COSTS	2,904	3,369	2,000	2,000	3,102	2,000
101-272-876.003 *	OPEB FUNDING- RETIREE HEALTH	336,286					
101-272-884.000 *	WASH DEV COUNCIL-AA SPARK	15,000	15,000	10,000	15,000	15,000	10,000
101-272-930.002 *	RIGHT OF WAY TREE TRIM - REMOVAL			10,000	10,000	9,688	10,000
101-272-955.001 *	INSURANCE & BOND FLEET	118,432	121,198	127,467	127,467	102,951	129,977
101-272-956.000 *	MISCELLANEOUS	300	20	500	7,600	7,129	500
101-272-956.006 *	MISCELLANEOUS TAX REFUNDS	762	427	3,000	3,000	864	1,000
101-272-956.020 *	PROPERTY TAXES ON TWP PROPERT	4,610	2,205	10,000	10,000	11	5,000
101-272-956.022 *	SETTLEMENTS &/or CLAIM DEDUCTIBLE			5,000	5,000		5,000
101-272-957.000 *	BANK CHARGES	14,976	13,900	15,000	15,000	10,437	15,000
101-272-967.000 *	CAMERAS NON TAX ASSESSMENT	10,286	11,543	15,000	15,000	8,870	15,000
101-272-967.001 *	STREETLIGHTS NON SAD	119,331	272,285	202,932	202,932	249,400	300,000
101-272-972.200 *	STREET LIGHT -CONSTRUCTION	2,677					
TOTAL APPROPRIATIONS		738,437	525,925	513,949	530,649	478,944	610,927
NET OF REVENUES/APPROPRIATIONS - 272 - OTHER FUNCTIO		(738,437)	(525,925)	(513,949)	(530,649)	(478,944)	(610,927)

* NOTES TO BUDGET: DEPARTMENT 272 OTHER FUNCTIONS

719.010 HEALTH CARE TAX

650

The health care taxes are now included in the monthly premiums and are allocated to the proper departments. This line is used for the annual reporting fee for the Healthcare Excise Tax. Provided by Accounting Director.

719.025 UNEMPLOYMENT EXPENSE

Used for non-seasonal employees.

719.030 WORKERS COMPENSATION

Workers Comp must now be allocated out of each department. No budget for 2024.

801.000 PROFESSIONAL SERVICES

84,000

Used for various professional services the Township may need, i.e. HR services, architects, economic development, Reimagine Washtenaw, small engineering projects, grant writers, etc.

808.000 BEEKEEPING - SERVICE & SUPPLIES

2,000

Cost of service and supplies for YTown’s honeybee initiative. Donations are received to cover these costs and can be seen in 101-000-675 -050. There is also funds available from prior year donations.

836.100 CONTRIBUTION WATER HARDSHIP

20,800

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 272 - OTHER FUNCTIONS							
	Cost to fund our Water Subsidy Program. Board approved to increase subsidy from $20 to $40 bi-monthly per qualified resident in 2023. Budget adjusted for 2024.						
844.000	MEALS ON WHEELS						10,000
	Contribution to Meals on Wheels. Increase based on needs in the community.						
876.002	OTHER RETIREMENT COSTS						2,000
	Life insurance coverage of retirees. It is not reimbursed from the OPEB retirement fund and is an expense to the Township.						
876.003	OPEB FUNDING- RETIREE HEALTH						
	The Township's Other Post-Employment Benefits (OPEB) obligations are now allocated and budgeted to each qualified department in General Fund number ending in 718.003.						
882.004	City of Ypsi-Rutherford Pool						
	No donation planned for 2024.						
884.000	WASH DEV COUNCIL-AA SPARK						10,000
	$10,000 to A2 Spark is budgeted for 2024.						
930.002	RIGHT OF WAY TREE TRIM - REMOVAL						10,000
	Cost to trim/remove trees.						
955.001	INSURANCE & BOND FLEET						129,977
	Insurance for buildings, equipment, and vehicles. Provided by the Accounting Director.						
956.000	MISCELLANEOUS						500
	Miscellaneous expenditures incurred by department.						
956.006	MISCELLANEOUS TAX REFUNDS						1,000
	Used to try to reach MTT settlements, the full settlement amounts are reserved in Fund Balance.						
956.020	PROPERTY TAXES ON TWP PROPERT						5,000
	When a property goes to the County Treasurer and is placed in the auction for back taxes, the Township has to pay the current year taxes if the property is not sold. Additionally, they must pay any special assessments for drains, street lights and cameras on these properties.						
956.022	SETTLEMENTS &/or CLAIM DEDUCTIBLES						5,000

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 272 - OTHER FUNCTIONS							
	Used for any insurance claims filed against the Township and represented by the Michigan Municipal Liability legal staff.						
957.000	BANK CHARGES						15,000
	Figures provided by the Accounting Director.						
967.000	CAMERAS NON TAX ASSESSMENT						15,000
	Maintenance costs of cameras the Township pays for (main server, 2 cameras at Harris Park and 1 at Redwood overpass).						
967.001	STREETLIGHTS NON SAD						300,000
	Cost to maintain street lights in areas where they are not part of a special assessment district. Increase due to U. S. 12 lighting improvements, and new Huron Street annual lamp charges.						
972.200	STREET LIGHT -CONSTRUCTION						
	This line has now been moved to capital outlay department 101-901-972.200						
	DEPT '272' TOTAL						610,927

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 287 - COURT DUE PROCESS							
APPROPRIATIONS							
101-287-801.007 *	ATTORNEY FEES CRIMINAL	38,547	37,755	37,755	41,435		45,000
101-287-801.014 *	LEGAL SERVICES PROSECUTION	217,213	222,300	230,000	230,000	174,061	230,000
101-287-801.020 *	LEGAL SERVICES - DOMESTIC VIO	189,951	215,000	200,000	196,320	158,610	200,000
TOTAL APPROPRIATIONS		445,711	475,055	467,755	467,755	332,671	475,000
NET OF REVENUES/APPROPRIATIONS - 287 - COURT DUE PRO		(445,711)	(475,055)	(467,755)	(467,755)	(332,671)	(475,000)

* NOTES TO BUDGET: DEPARTMENT 287 COURT DUE PROCESS

801.007 ATTORNEY FEES CRIMINAL

45,000

Legislation passed in 2013 requires the state to provide funding to pay for the increases in the cost for delivery of indigent defense services. This amount reflects the Township's matching local share of a grant managed by the Washtenaw County Public Defender for providing legal services. No change for 2024

801.014 LEGAL SERVICES PROSECUTION

230,000

Costs for Prosecution of 14B Court cases. Will adjust if necessary.

801.020 LEGAL SERVICES - DOMESTIC VIO

200,000

Costs for the Prosecution of Domestic Violence cases.

DEPT '287' TOTAL 475,000

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 445 - STORMWATER & DRAINS AT LARGE							
APPROPRIATIONS							
101-445-801.000 *	PROFESSIONAL SERVICES	15,384	12,660	28,000	28,000	18,991	28,000
101-445-818.025 *	WASHTENAW COUNTY DRAINS-AT-LARGE		319,921	539,000	792,723	682,991	633,520
TOTAL APPROPRIATIONS		15,384	332,581	567,000	820,723	701,982	661,520
NET OF REVENUES/APPROPRIATIONS - 445 - STORMWATER &		(15,384)	(332,581)	(567,000)	(820,723)	(701,982)	(661,520)

* NOTES TO BUDGET: DEPARTMENT 445 STORMWATER & DRAINS AT LARGE

801.000 PROFESSIONAL SERVICES

28,000

Annual dues with Huron River Watershed Council for storm water management services. In addition, it also covers the permit fee to the State of Michigan and fees charged by OHM for water permit assistance.

818.025 WASHTENAW COUNTY DRAINS-AT-LARGE

633,520

Per the estimated amount received from the Drain Commission. This is for emergency drain maintenance and proposed Asset Management Plan. Drain maintenance is estimated to be $383,520, $100,000 for emergency maintenance, and $150,000 for vermin abatement. Amount was increased in 2023 due to project carryover from previous year.

DEPT '445' TOTAL 661,520

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 446 - HIGHWAYS AND STREETS							
APPROPRIATIONS							
101-446-982.000 *	HIGHWAY & ST-ROAD CONSTRUCTION	353,527	353,221	100,000	363,920	170,301	350,000
101-446-982.003 *	HIGHWAYS, STREETS, DRAIN COST	317,594					
101-446-982.004 *	HIGHWAYS & STREET LIFT STATION	7,701	5,335	15,000	15,000	5,808	164,000
101-446-982.006 *	HIGHWAYS & STREETS & SIDEWALK		85,159		201,536	125,298	150,000
TOTAL APPROPRIATIONS		678,822	443,715	115,000	580,456	301,407	664,000
NET OF REVENUES/APPROPRIATIONS - 446 - HIGHWAYS AND		(678,822)	(443,715)	(115,000)	(580,456)	(301,407)	(664,000)

* NOTES TO BUDGET: DEPARTMENT 446 HIGHWAYS AND STREETS

982.000 HIGHWAY & ST-ROAD CONSTRUCTION

350,000

Used for traffic calming devices, sign replacements, and pedestrian crossings at $100,000. Increase due to request for speed studies and petitions from road commission. Street improvements will be budgeted in 446 and transferred to BSRII #213.

982.003 HIGHWAYS, STREETS, DRAIN COST

Per the estimated amount received from the Drain Commission. Moved to department 445 in compliance with the new chart of accounts. See 101-445-818.025

982.004 HIGHWAYS & STREET LIFT STATION

164,000

Cost for YCUA to maintain and repair Township owned lift stations (Tuttle Hill, Hydro Dam, Ford Lake Park and Ford Blvd.). Ford Lake lift station to be updated in the amount of $154,000.

982.006 HIGHWAYS & STREETS & SIDEWALK

150,000

Used for sidewalk shaving project.

DEPT '446' TOTAL 664,000

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 602 - PUBLIC HEALTH							
APPROPRIATIONS							
101-602-810.000 *	BARRIER BUSTERS 3 yr Agreement						150,000
101-602-840.000 *	COVID-19 SUPPLIES						257,970
TOTAL APPROPRIATIONS							407,970
NET OF REVENUES/APPROPRIATIONS - 602 - PUBLIC HEALTH							(407,970)

* NOTES TO BUDGET: DEPARTMENT 602 PUBLIC HEALTH

810.000	BARRIER BUSTERS 3 yr Agreement	
		150,000
	Moved from Fund 282. Budgeted funds for Barrier Busters. $150,000 per year for 3 years ending in 2025.	
840.000	COVID-19 SUPPLIES	
		257,970
	Moved from Fund 282. These funds will be used for the purchase of COVID test kits, N95/KN95 masks, and other measures to help prevent the spread of COVID at an estimated amount of $257,970.	
	DEPT '602' TOTAL	407,970

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 701 - PLANNING COMMISSION							
APPROPRIATIONS							
101-701-704.000 *	APPOINTED OFFICIALS	3,751	3,188	9,450	9,450	3,563	9,450
101-701-715.000 *	F.I.C.A./MEDICARE	129	123	138	138	259	723
101-701-718.002 *	DEFERRED COMPENSATION	33	23	123	123	6	
101-701-958.000 *	MEMBERSHIP AND DUES	425	400	425	425	425	475
TOTAL APPROPRIATIONS		4,338	3,734	10,136	10,136	4,253	10,648
NET OF REVENUES/APPROPRIATIONS - 701 - PLANNING COMM		(4,338)	(3,734)	(10,136)	(10,136)	(4,253)	(10,648)

* NOTES TO BUDGET: DEPARTMENT 701 PLANNING COMMISSION

704.000	APPOINTED OFFICIALS	9,450
	Expenses to compensate seven (7) appointed members of the Planning Commission to attend 15 of 24 scheduled bimonthly meetings at $75 per diem.	
715.000	F.I.C.A./MEDICARE	723
	Figures provided by the Accounting Director.	
718.002	DEFERRED COMPENSATION	
	No longer using deferred compenstion - using FICA/Medicare completely	
958.000	MEMBERSHIP AND DUES	475
	Dues for membership in professional organizations such as American Planning Association (APA) and Michigan Association of Planning (MAP). MAP dues have increased to $725 a a year, this new number reflects the PC contribution ($475) and ZBA will contribute $250.	
	DEPT '701' TOTAL	10,648

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 702 - ZONING BOARD OF APPEALS							
APPROPRIATIONS							
101-702-704.000 *	APPOINTED OFFICIALS	3,825	1,125	4,500	4,500	1,050	4,500
101-702-715.000 *	F.I.C.A./MEDICARE	102	26	66	66	76	345
101-702-718.000	MERS RETIREMENT					8	
101-702-718.002 *	DEFERRED COMPENSATION	40	12	59	59	2	
101-702-958.000 *	MEMBERSHIP AND DUES	250	250	250	250	250	250
TOTAL APPROPRIATIONS		4,217	1,413	4,875	4,875	1,386	5,095
NET OF REVENUES/APPROPRIATIONS - 702 - ZONING BOARD		(4,217)	(1,413)	(4,875)	(4,875)	(1,386)	(5,095)

* NOTES TO BUDGET: DEPARTMENT 702 ZONING BOARD OF APPEALS

704.000	APPOINTED OFFICIALS	
	Expenses to compensate five (5) appointed members of the Zoning Board of Appeals to attend 8 of the 12 scheduled monthly meetings at $75 per diem.	4,500
715.000	F.I.C.A./MEDICARE	
	Figures provided by the Accounting Director.	345
718.002	DEFERRED COMPENSATION	
	No longer using deferred compenstion - using FICA/Medicare completely	59
958.000	MEMBERSHIP AND DUES	
	Dues for membership in professional organizations such as American Planning Association (APA) and Michigan Association of Planning (MAP).	250
	DEPT '702' TOTAL	5,154

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 703 - COMMUNITY DEVELOPMENT							
APPROPRIATIONS							
101-703-705.000 *	SALARY - SUPERVISION	98,011	99,968	104,102	104,102	85,070	99,399
101-703-706.000 *	SALARY - PERMANENT WAGES	48,540	86,514	88,106	88,106	53,756	85,889
101-703-708.004 *	SALARIES PAY OUT-PTO&SICKTIME	451	185				
101-703-715.000 *	F.I.C.A./MEDICARE	10,954	13,864	14,704	14,704	10,373	14,175
101-703-718.000 *	MERS RETIREMENT	8,639	9,920	9,319	9,319	7,753	8,977
101-703-718.001 *	RETIREMENT HEALTH CARE SAVINGS	2,244	3,250	3,250	3,250	2,375	3,250
101-703-718.003 *	OPEB - RETIREMENT HEALTH		2,216	963	963	963	
101-703-719.000 *	HEALTH INSURANCE	37,567	48,031	53,855	53,855	30,224	37,390
101-703-719.003 *	EMPLOYEE PAID HEALTH CONTRA	(2,975)	(3,641)	(3,825)	(3,825)		(2,700)
101-703-719.015 *	DENTAL BENEFITS	1,755	2,450	2,601	2,601	1,514	1,936
101-703-719.016 *	VISION BENEFITS	499	493	519	519	325	419
101-703-719.020 *	HEALTH CARE DEDUCTION	6,833	6,244	12,955	12,955	6,620	10,378
101-703-719.021 *	ADMIN FEE - HEALTH DEDUCTIBLE	161	221	221	221	129	240
101-703-719.022 *	DISABILITY INSURANCE	607	917	763	763	666	741
101-703-719.023 *	LIFE INSURANCE	395	716	595	595	520	578
101-703-719.030 *	WORKERS COMPENSATION		338	901	901	365	902
101-703-727.000 *	OFFICE SUPPLIES	405		1,500	1,500	335	1,500
101-703-801.000 *	PROFESSIONAL SERVICES	1,389	2,780	6,000	6,000	1,200	6,000
101-703-801.003 *	TOWNSHIP PROJECTS-PLANNER	28,363	2,015	5,000	8,000	3,558	6,500
101-703-801.006 *	PROFESSIONAL PLANNING CONTRACT	11,545	1,878	95,000	95,000		95,000
101-703-817.000 *	TOWNSHIP PROJECTS ENGINEER	2,605	1,463	10,000	7,000	1,581	10,000
101-703-867.000 *	GAS & OIL	126	427	1,000	1,000	161	1,000
101-703-900.004 *	SUBCRIPTIONS & PUBLICATIONS	136		200	200		200
101-703-935.000 *	MOTORPOOL-MISC REPAIR			2,500	2,500		2,500
101-703-943.000 *	MOTORPOOL INTERNAL	4,889	4,889	4,889	4,889	4,074	5,293
101-703-956.000 *	MISCELLANEOUS			250	250		
101-703-958.000 *	MEMBERSHIP AND DUES	518	1,061	2,200	2,200	667	2,200
TOTAL APPROPRIATIONS		263,657	286,199	417,568	417,568	212,229	391,767
NET OF REVENUES/APPROPRIATIONS - 703 - COMMUNITY DEV		(263,657)	(286,199)	(417,568)	(417,568)	(212,229)	(391,767)

* NOTES TO BUDGET: DEPARTMENT 703 COMMUNITY DEVELOPMENT

705.000 SALARY - SUPERVISION

99,399

This line includes the salary of the Planning Director position. A 3 % increase plus longevity was added to non union employees to match the Teamster Union contract for 2024. Decrease due to reallocation of 12.5% of the OCS Executive Coordinator position to Ordinance.

706.000 SALARY - PERMANENT WAGES

85,889

Cost for 75% of the Planning & Development Coordinator and 75% of staff planner position. Cost of 25% of their salaries is budgeted in the Building Department to offset zoning review of building permits and other support provided. 3% increase is budgeted for 2024.

708.004 SALARIES PAY OUT-PTO&SICKTIME

Used for payout of PTO time for employees that have available hours accumulated or request a payout due to an emergency. Amounts are paid at 75%. This is brought back to the board for a budget amendment.

715.000 F.I.C.A./MEDICARE

14,175

Figures provided by the Accounting Director.

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 703 - COMMUNITY DEVELOPMENT							
718.000	MERS RETIREMENT						8,977
	Allocation of annual required contribution (ARC) provided by Accounting Director. Overall Township ARC increased by an estimate of 9.5%						
718.001	RETIREMENT HEALTH CARE SAVINGS						3,250
	Amount placed into a health care savings account for future use in health care expenses. This is for employees in the department hired after 1/1/14.						
718.003	OPEB - RETIREMENT HEALTH						
	No employees with OPEB eligiblity.						
719.000	HEALTH INSURANCE						37,390
	There was a 5.5% decrease in the health insurance premium for 2024. Provided by HR.						
719.003	EMPLOYEE PAID HEALTH CONTRA						(2,700)
	Amount employees pay toward their health care coverage.						
719.015	DENTAL BENEFITS						1,936
	There was a 4.6% increase in dental premium for 2024. Provided by HR						
719.016	VISION BENEFITS						419
	An actual increase of 7% for 2 year rate guarantee from 9/1/23 to 8/31/2025. Numbers provided by HR						
719.020	HEALTH CARE DEDUCTION						10,378
	Cost to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. Provided by Accounting Director.						
719.021	ADMIN FEE - HEALTH DEDUCTIBLE						240
	Cost to manage card used to pay the health care deductibles, administered by Clarity Benefits. Provided by Accounting Director.						
719.022	DISABILITY INSURANCE						741
	An estimated increase of 2% for 2024. Numbers provided by HR						
719.023	LIFE INSURANCE						578
	An estimated increase of 2% for 2024. Numbers provided by HR						
719.030	WORKERS COMPENSATION						

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 703 - COMMUNITY DEVELOPMENT							
							902
	Workers Comp allocation based on type work performed and number of employees in the department. Budget was based on a percentage of the full 2024 workers comp estimate of $173,069. A credit is usually given at year end - Not guaranteed. Provided by Accounting Director						
727.000	OFFICE SUPPLIES						
							1,500
	Office supplies for Planning Department staff. No change from 2023						
801.000	PROFESSIONAL SERVICES						
							6,000
	Cost of professional services to provide professional meeting minutes for Planning Commission and Zoning Board of Appeals. No changes from 2023.						
801.003	TOWNSHIP PROJECTS-PLANNER						
							6,500
	Cost of services for Professional Planning Consulting for opinions, zoning amendments, and technical assistance. Increase of $1,500.00 as the Planning Department has seen increased development post COVID.						
801.006	PROFESSIONAL PLANNING CONTRACT						
							95,000
	The estimated cost of having a Traffic Engineering Consulting firm prepare a Township Wide Traffic Impact Study. The amount is based on professional cost opinions for such a document gathered by the Planning Department. This project will go through the Townships bidding process which will require authorization by the Township Board of Trustees. Final costs for the plan will be determined through competitive bid and will be award by the Township Board.						
817.000	TOWNSHIP PROJECTS ENGINEER						
							10,000
	Cost of professional consulting services for engineering and community development issues; administration of the Township Engineering Standards and Design Specifications. No change from 2023.						
867.000	GAS & OIL						
							1,000
	Fuel & oil charges for Planning Department vehicle. No change from 2023.						
900.004	SUBCRIPTIONS & PUBLICATIONS						
							200
	Subscriptions to professional organizations and publications. No change.						
935.000	MOTORPOOL-MISC REPAIR						
							2,500
	Covers miscellaneous vehicle repair above normal MotorPool maintenance. Provided by Accounting Director						
943.000	MOTORPOOL INTERNAL						
							5,293
	Vehicle & Maintenance MotorPool Allocation - Figures provided by the Accounting Director.						

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 703 - COMMUNITY DEVELOPMENT							
956.000	MISCELLANEOUS						
	Cost of unexpected expenses. No change.						
958.000	MEMBERSHIP AND DUES						2,200
	Dues for staff membership in professional organizations such as the American Planning Association, Michigan Association of Planners, and the American Institute of Certified Planners. No change from 2023.						
	DEPT '703' TOTAL						391,767

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 729 - COMMUNITY STABILIZATION							
APPROPRIATIONS							
101-729-801.023 *	PUBLIC NUISANCE - LEGAL SVCS	719,700	709,974	725,000	725,000	611,493	725,000
101-729-801.024 *	LAND USE ISSUES	225,017	314,729	250,000	250,000	251,222	250,000
101-729-806.091 *	BLIGHT REMOVAL- GAULT VILLAGE				972,580	59,217	
101-729-880.050 *	COMMUNITY ORGANIZATION	60,000	60,000	60,000	60,000		60,000
101-729-961.000 *	RIGHT OF WAY MAINT	2,365					
101-729-961.001 *	MOWING PROPERTIES	91,053	88,915	60,000	60,000	56,610	60,000
101-729-969.010 *	COMMUNITY INVESTMENT		14,500	45,000	19,200		45,000
TOTAL APPROPRIATIONS		1,098,135	1,188,118	1,140,000	2,086,780	978,542	1,140,000
NET OF REVENUES/APPROPRIATIONS - 729 - COMMUNITY STA		(1,098,135)	(1,188,118)	(1,140,000)	(2,086,780)	(978,542)	(1,140,000)

* NOTES TO BUDGET: DEPARTMENT 729 COMMUNITY STABILIZATION

801.023 PUBLIC NUISANCE - LEGAL SVCS

725,000

Used to track legal services to abate public nuisances.

801.024 LAND USE ISSUES

250,000

Legal expenses for land use issues, including ordinance review and any zoning challenges.

806.091 BLIGHT REMOVAL- GAULT VILLAGE

Used in 2023 for Gault Village abatement and demolition costs, and environmental consulting. This project is still in progress and will be rebudgeted if neccessary into 2024.

880.050 COMMUNITY ORGANIZATION

60,000

Cost to partner with Habitat for Humanity to help enrich and organize neighborhoods. Connect residents to resources.

961.000 RIGHT OF WAY MAINT

Cost of contracting with groups/seasonal workers to pick up trash along roadways, clean gutters, etc., as well as cost of bags, trash pickers, etc. Now budgeted in line 101-729-961.001.

961.001 MOWING PROPERTIES

60,000

Used for mowing of properties we receive from County through tax foreclosure and for other Township owned properties, and road right of way garbage pick up.

969.010 COMMUNITY INVESTMENT

45,000

This could be used for public art in the business corridor, wayfinding and community investment.

DEPT '729' TOTAL 1,140,000

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 752 - MUNICIPAL SERVICES DIRECTOR							
APPROPRIATIONS							
101-752-705.000 *	SALARY - SUPERVISION		48,058	49,951	49,951	50,250	46,356
101-752-715.000 *	F.I.C.A./MEDICARE		3,499	3,822	3,822	3,825	3,547
101-752-718.000 *	MERS RETIREMENT		2,220	2,247	2,247	601	1,271
101-752-718.001 *	RETIREMENT HEALTH CARE SAVINGS		625	1,300	1,300	162	650
101-752-719.000 *	HEALTH INSURANCE		12,215	13,182	13,182	220	12,464
101-752-719.003 *	EMPLOYEE PAID HEALTH CONTRA		(900)	(900)	(900)		(900)
101-752-719.015 *	DENTAL BENEFITS		641	653	653		683
101-752-719.016 *	VISION BENEFITS		124	125	125	10	134
101-752-719.020 *	HEALTH CARE DEDUCTION			2,958	2,958		2,958
101-752-719.021 *	ADMIN FEE - HEALTH DEDUCTIBLE		43	42	42	4	48
101-752-719.022 *	DISABILITY INSURANCE		145	146	146	12	148
101-752-719.023 *	LIFE INSURANCE		104	114	114	9	116
101-752-719.030 *	WORKERS COMPENSATION		112	225	225	82	164
TOTAL APPROPRIATIONS			66,886	73,865	73,865	55,175	67,639
NET OF REVENUES/APPROPRIATIONS - 752 - MUNICIPAL SER			(66,886)	(73,865)	(73,865)	(55,175)	(67,639)

* NOTES TO BUDGET: DEPARTMENT 752 MUNICIPAL SERVICES DIRECTOR

705.000	SALARY - SUPERVISION	46,356
	Salary and longevity for the Municipal Service Director which will be split 50% in General Fund and 50% in Environmental Service Fund.	
715.000	F.I.C.A./MEDICARE	3,547
	Figures provided by the Accounting Director.	
718.000	MERS RETIREMENT	1,271
	Allocation of annual required contribution (ARC) provided by Accounting Director. Overall Township ARC increased by an estimate of 9.5%	
718.001	RETIREMENT HEALTH CARE SAVINGS	650
	Amount placed into a health care savings account for future use in health care expenses. This is for employees in the department who were hired after 1/1/14.	
719.000	HEALTH INSURANCE	12,464
	There was a 5.5% decrease in the health insurance premium for 2024. Provided by HR.	
719.003	EMPLOYEE PAID HEALTH CONTRA	(900)
	Amount employees pay toward their health care coverage.	
719.015	DENTAL BENEFITS	683
	There was a 4.6% increase in dental premium for 2024. Provided by HR	

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 752 - MUNICIPAL SERVICES DIRECTOR							
719.016	VISION BENEFITS						134
	An actual increase of 7% for 2 year rate guarantee from 9/1/23 to 8/31/2025. Numbers provided by HR						
719.020	HEALTH CARE DEDUCTION						2,958
	Cost to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. Provided by Accounting Director.						
719.021	ADMIN FEE - HEALTH DEDUCTIBLE						48
	Cost to manage card used to pay the health care deductibles, administered by Clarity Benefits. Provided by Accounting Director.						
719.022	DISABILITY INSURANCE						148
	An estimated increase of 2% for 2024. Numbers provided by HR						
719.023	LIFE INSURANCE						116
	An estimated increase of 2% for 2024. Numbers provided by HR						
719.030	WORKERS COMPENSATION						164
	Workers Comp allocation based on type work performed and number of employees in the department. Budget was based on a percentage of the full 2024 workers comp estimate of $173,069. A credit is usually given at year end - Not guaranteed. Provided by Accounting Director						
	DEPT '752' TOTAL						67,639

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 770 - RESIDENT SVCS: PARKS & GROUNDS							
APPROPRIATIONS							
101-770-705.000 *	SALARY - SUPERVISION						38,625
101-770-706.000 *	SALARY - PERMANENT WAGES	179,512	184,427	223,088	223,088	193,156	259,313
101-770-707.000 *	SALARY - TEMPORARY/SEASONAL	60,314	65,545	90,000	90,000	86,079	90,000
101-770-707.775 *	SALARY - TEMP. FORD LAKE PARK	60,311	53,885	90,000	90,000	81,657	90,000
101-770-707.776 *	SALARY TEMP FLP GATE STAFF	16,920	20,990	20,000	20,000	18,439	25,000
101-770-708.004 *	SALARIES PAY OUT-PTO&SICKTIME	3,877	3,395	7,143	7,143		7,143
101-770-709.000 *	REG OVERTIME	7,059	6,356	10,000	10,000	3,449	10,000
101-770-715.000 *	F.I.C.A./MEDICARE	15,855	16,738	21,278	21,278	28,392	39,404
101-770-718.000 *	MERS RETIREMENT	27,939	39,172	40,330	40,330	34,707	47,218
101-770-718.001 *	RETIREMENT HEALTH CARE SAVINGS	3,255	3,252	3,900	3,900	3,536	5,200
101-770-718.002 *	DEFERRED COMPENSATION	1,789	1,830	2,600	2,600	97	
101-770-718.003 *	OPEB - RETIREMENT HEALTH		17,726	7,700	7,700	7,700	8,400
101-770-719.000 *	HEALTH INSURANCE	87,394	83,063	102,873	102,873	80,891	117,153
101-770-719.003 *	EMPLOYEE PAID HEALTH CONTRA	(6,000)	(6,000)	(6,900)	(6,900)		(8,500)
101-770-719.015 *	DENTAL BENEFITS	4,203	4,203	4,928	4,928	3,510	5,916
101-770-719.016 *	VISION BENEFITS	723	835	835	835	757	1,213
101-770-719.020 *	HEALTH CARE DEDUCTION	11,580	22,424	22,190	22,190	17,973	29,575
101-770-719.021 *	ADMIN FEE - HEALTH DEDUCTIBLE	283	302	336	336	280	480
101-770-719.022 *	DISABILITY INSURANCE	1,230	1,017	1,162	1,162	1,005	1,482
101-770-719.023 *	LIFE INSURANCE	794	794	907	907	784	1,157
101-770-719.025 *	UNEMPLOYMENT EXPENSE	(65)	73	5,000	5,000		5,000
101-770-719.030 *	WORKERS COMPENSATION		3,935	6,331	6,331	2,804	7,916
101-770-727.000 *	OFFICE SUPPLIES	189	250	250	250	231	250
101-770-741.000 *	UNIFORMS - BOOTS & LAUNDRY	3,686	4,891	6,500	6,500	4,574	6,500
101-770-741.775 *	BOOT REIMB & UNIFORMS PURCHASE -	341		800	800		800
101-770-757.000 *	OPERATING SUPPLIES	1,859	1,492	2,500	2,500	2,067	2,500
101-770-757.775 *	OPERATING SUPP: FORD LAKE PAR	948	625	2,500	2,500	2,397	2,500
101-770-760.000 *	PPE & FIRST AID SUPPLIES	305	1,126	1,500	1,500	1,381	1,500
101-770-776.000 *	MAINTENANCE SUPPLIES	14,483	22,697	30,000	25,000	17,670	30,000
101-770-776.010 *	CIVIC CENTER LANDSCAPING	2,597	220	3,000	1,500	387	3,000
101-770-776.775 *	MAINT SUPPLIES: FORD LAKE PAR	3,199	4,867	7,500	11,000	9,287	7,500
101-770-783.004 *	TREE MAINTENANCE		1,500	1,500	1,500		20,000
101-770-818.011 *	MAINTENANCE CONTRACTUAL SRVC	24,785	26,547	30,000	31,500	29,971	30,000
101-770-818.775 *	MAINT-CONTR SVCS - FORD LK PR	35,035	14,570	12,500	12,500	10,865	12,500
101-770-850.775	TELEPHONE - FORD LAKE PARK		211			215	
101-770-867.000 *	GAS & OIL	14,246	22,457	15,000	15,000	17,154	18,000
101-770-867.775 *	GAS & OIL - FORD LAKE PARK	5,698	9,073	5,000	5,000	8,878	5,000
101-770-920.000 *	UTILITIES - PARKS	4,163	6,088	14,000	14,000	5,643	14,000
101-770-920.775 *	UTILITIES - FORD LAKE PARKS	12,825	16,286	18,500	18,500	11,669	18,500
101-770-935.000 *	MOTORPOOL-MISC REPAIR	7,350	4,422	5,000	5,000	1,466	5,000
101-770-939.010 *	SMALL EQUIPMENT & PARTS	22,758	26,676	16,000	14,500	8,907	16,000
101-770-939.011 *	Parks Equipment Labor	137		1,000	1,000		1,000
101-770-939.030 *	LABOR/FLUID CHRGS - MOTORPOOL			1,200	1,200		1,200
101-770-941.000 *	EQUIPMENT RENTAL/LEASING	3,470	3,430	4,300	7,300	6,120	2,100
101-770-943.000 *	MOTORPOOL INTERNAL	26,331	26,331	22,451	22,451	18,188	32,097
101-770-943.775 *	MOTORPOOL INTERNAL-FORD L P	26,331	26,331	22,450	22,450	18,188	32,097
101-770-956.000 *	MISCELLANEOUS	155	70	500	500		500
101-770-958.000 *	MEMBERSHIP AND DUES	66		250	250		250
101-770-977.000 *	EQUIPMENT	17,021	31,346	90,000	90,000	18,489	70,000
TOTAL APPROPRIATIONS		704,951	775,468	967,902	967,902	758,963	1,114,489
NET OF REVENUES/APPROPRIATIONS - 770 - RESIDENT SVCS		(704,951)	(775,468)	(967,902)	(967,902)	(758,963)	(1,114,489)

* NOTES TO BUDGET: DEPARTMENT 770 RESIDENT SVCS: PARKS & GROUNDS

705.000	SALARY - SUPERVISION

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 770 - RESIDENT SVCS: PARKS & GROUNDS							
							38,625
	Assistant Municipal Service Director a new position this year - split 50/50 between department 101-265 residential building and 101-770 parks & grounds.						
706.000	SALARY - PERMANENT WAGES						
							259,313
	Salaries for two (2) Crew Leaders, two Laborer and 50% of Mechanic/Equipment Operator, all TPOAM positions with a 3 % increase plus longevity was added per 2024 contract.						
707.000	SALARY - TEMPORARY/SEASONAL						
							90,000
	Wages of seasonal employees.						
707.775	SALARY - TEMP. FORD LAKE PARK						
							90,000
	Wages of seasonal employees working within the Ford Lake Park system.						
707.776	SALARY TEMP FLP GATE STAFF						
							25,000
	Wages of park gate staff.						
708.004	SALARIES PAY OUT-PTO&SICKTIME						
							7,143
	Used for payout of PTO time for employees that have available hours accumulated or request a payout due to an emergency. Amounts are paid at 75%. This is brought back to the board for a budget amendment.						
709.000	REG OVERTIME						
							10,000
	Overtime costs, (plowing snow, mowing, etc).						
715.000	F.I.C.A./MEDICARE						
							39,404
	Figures provided by the Accounting Director.						
718.000	MERS RETIREMENT						
							47,218
	Allocation of annual required contribution (ARC) provided by Accounting Director. Overall Township ARC increased by an estimate of 9.5%						
718.001	RETIREMENT HEALTH CARE SAVINGS						
							5,200
	Amount placed into a health care savings account for future use in health care expenses. This is for employees in the department who were hired after 1/1/14.						
718.002	DEFERRED COMPENSATION						
	No longer using deferred compenstion - using FICA/Medicare completely						

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 770 - RESIDENT SVCS: PARKS & GROUNDS							
718.003	OPEB - RETIREMENT HEALTH						8,400
	Liability for the Other Post-Employment Benefits (OPEB) obligation of employees hired before 1/1/2014. The annual 2024 OPEB assumption decreased 16% from $ $200,000 to $168,000, however the Accounting Director recommends budgeting $8,400 for each of the 24 active employees in OPEB. This is due to the investment loss of 1.1M in 2022, which will be shown on the next Actuarial Report in 2023. The total contribution for 2024 will be $201,600.						
719.000	HEALTH INSURANCE						117,153
	There was a 5.5% decrease in the health insurance premium for 2024. Provided by HR.						
719.003	EMPLOYEE PAID HEALTH CONTRA						(8,500)
	Amount employees pay toward their health care coverage.						
719.015	DENTAL BENEFITS						5,916
	There was a 4.6% increase in dental premium for 2024. Provided by HR						
719.016	VISION BENEFITS						1,213
	An actual increase of 7% for 2 year rate guarantee from 9/1/23 to 8/31/2025. Numbers provided by HR						
719.020	HEALTH CARE DEDUCTION						29,575
	Cost to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. Provided by Accounting Director.						
719.021	ADMIN FEE - HEALTH DEDUCTIBLE						480
	Cost to manage card used to pay the health care deductibles, administered by Clarity Benefits. Provided by Accounting Director.						
719.022	DISABILITY INSURANCE						1,482
	An estimated increase of 2% for 2024. Numbers provided by HR						
719.023	LIFE INSURANCE						1,157
	An estimated increase of 2% for 2024. Numbers provided by HR						
719.025	UNEMPLOYMENT EXPENSE						5,000
	Figures provided by the Accounting Director.						
719.030	WORKERS COMPENSATION						7,916

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 770 - RESIDENT SVCS: PARKS & GROUNDS							
	Workers Comp allocation based on type work performed and number of employees in the department. Budget was based on a percentage of the full 2024 workers ocmp estime of $173,069. A credit is usually given at year end - Not guaranteed. Provided by the Accounting Director.						
727.000	OFFICE SUPPLIES						250
	Office supplies for the department.						
741.000	UNIFORMS - BOOTS & LAUNDRY						6,500
	Cost for uniforms, boots and laundry services. TPOAM union employees receive a flat amount to purchase boots and uniforms as per contract. All others who require boots or uniforms will receive a reimbursement not to exceed agreed upon amount. Laundry service is for towels, rugs, mats, etc.						
741.775	BOOT REIMB & UNIFORMS PURCHASE - FLP						800
	Cost of boot reimbursement for employees within department, as well as T-shirts for seasonal employees during the season.						
757.000	OPERATING SUPPLIES						2,500
	Used to purchase safety supplies needed for the parks, as well as trash bags, cans, etc.						
757.775	OPERATING SUPP: FORD LAKE PAR						2,500
	Used to purchase safety supplies needed for Ford Lake Park system.						
760.000	PPE & FIRST AID SUPPLIES						1,500
	Covers all PPE, first aid supplies, and other supplies required by OSHA.						
776.000	MAINTENANCE SUPPLIES						30,000
	Cost of athletic field paint, rock salt, signs, fall zone material for playgrounds and trailer/equipment tires. No change for 2024 .						
776.010	CIVIC CENTER LANDSCAPING						3,000
	Used to plant flowers around areas of Township Civic Center.						
776.775	MAINT SUPPLIES: FORD LAKE PAR						7,500
	Used for maintenance supplies (lumber, bolts, stone, signs, etc.) for Ford Lake Park system.						
783.004	TREE MAINTENANCE						20,000
	Cost for maintenance and removal of trees. Increase due to maintenance needed in park system.						
818.011	MAINTENANCE CONTRACTUAL SRVC						

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 770 - RESIDENT SVCS: PARKS & GROUNDS							
	Used for electrical contractors, weeding/feeding soccer/ball parks and tree removal. No change for 2024 .						30,000
818.775	MAINT-CONTR SVCS - FORD LK PR						
	Used for electrical contractors, YCUA hydrant usage, Ford Lake Park weeding/feeding soccer/ball parks, tree removal, alarm system, etc.						12,500
867.000	GAS & OIL						
	WEX, Fuelcloud, cost of fuel for work done in parks.						18,000
867.775	GAS & OIL - FORD LAKE PARK						
	WEX, Fuelcloud, cost of fuel for work done in Ford Lake Park System.						5,000
920.000	UTILITIES - PARKS						
	Cost of utilities in parks.						14,000
920.775	UTILITIES - FORD LAKE PARKS						
	Cost of utilities in Ford Lake Park system.						18,500
935.000	MOTORPOOL-MISC REPAIR						
	Covers miscellaneous vehicle repair above normal MotorPool maintenance. Provided by Accounting Director						5,000
939.010	SMALL EQUIPMENT & PARTS						
	Cost to purchase parts for mowers, weed whips, etc. No change for 2024 .						16,000
939.011	Parks Equipment Labor						
	Cost of labor to repair tractors for field maintenance.						1,000
939.030	LABOR/FLUID CHRGS - MOTORPOOL						
	Cost of antifreeze and other fuel charges from Motorpool. Figures provided by the Accounting Director.						1,200
941.000	EQUIPMENT RENTAL/LEASING						
	Cost to rent equipment (rototillers, concrete saws, etc.).						2,100
943.000	MOTORPOOL INTERNAL						

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 770 - RESIDENT SVCS: PARKS & GROUNDS							
	Vehicle & Maintenance MotorPool Allocation - Figures provided by the Accounting Director.						32,097
943.775	MOTORPOOL INTERNAL-FORD L P						
	Vehicle & Maintenance MotorPool Allocation - Ford Lake Park system. Figures provided by the Accounting Director.						32,097
956.000	MISCELLANEOUS						
	Cost of drug screening and driving records						500
958.000	MEMBERSHIP AND DUES						
	Cost of pesticide licensing.						250
977.000	EQUIPMENT						
	CIP Recommendation for a new dump truck, welder, new picnic tables and trash cans.						70,000
	DEPT '770' TOTAL						1,114,489

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 901 - CAPITAL OUTLAY							
APPROPRIATIONS							
101-901-971.003 *	CIVIC CTR &14B COURT IMPROVEMENT		5,383	119,631	114,248	9,918	119,631
101-901-972.200 *	STREET LIGHT -CONSTRUCTION	1,088		800,000	103,583	80,047	
101-901-974.100 *	BUS SHELTER -CAPITAL OUTLAY	24,978					
101-901-975.106 *	CIVIC CENTER - IMPROVEMENTS	69,950					
101-901-975.107	CIVIC CENTER - CARPORT				51,400	2,598	
101-901-975.135 *	CAP OUTLAY - FURNITURE & FIXTURES			200,000	195,211	1,561	200,000
101-901-975.200 *	GARAGE IMPROVEMENT - CAP-OUT			175,845	180,069	180,069	
101-901-975.535 *	CAP OUTLAY/COMM CTR BLDG IMPRV			75,650	78,015	78,015	
TOTAL APPROPRIATIONS		96,016	5,383	1,371,126	722,526	352,208	319,631
NET OF REVENUES/APPROPRIATIONS - 901 - CAPITAL OUTLA		(96,016)	(5,383)	(1,371,126)	(722,526)	(352,208)	(319,631)

* NOTES TO BUDGET: DEPARTMENT 901 CAPITAL OUTLAY

971.003 CIVIC CTR &14B COURT IMPROVEMENTS

119,631

This was a carryforward of the 11-15-22 Board approved for professional service fo the security renovation and modernization to the Civic Center. This phase of the project should be completed in 2024.

972.200 STREET LIGHT -CONSTRUCTION

Used for Ridge Road Street lighting in 2023. No budget for 2024.

974.100 BUS SHELTER -CAPITAL OUTLAY

No budget for 2024.

975.106 CIVIC CENTER - IMPROVEMENTS

No budget for 2024.

975.135 CAP OUTLAY - FURNITURE & FIXTURES

200,000

This will be used for furniture and fixture replace upon Civic office reconfiguration. To be brought before the Board.

975.200 GARAGE IMPROVEMENT - CAP-OUT

For the garage roofing overlay project. This project will be completed in 2023. No budget for 2024.

975.535 CAP OUTLAY/COMM CTR BLDG IMPRV

For the Community Center roof safety project, completed in 2023. No budget for 2024.

DEPT '901' TOTAL 319,631

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 902 - CAPITAL OUTLAY - SPECIAL							
APPROPRIATIONS							
101-902-981.010 *	BURNS PARK - IMPROVEMENTS						247,300
101-902-981.020 *	CIVIC CENTER - PARKING LOT & WATE						714,888
101-902-981.030 *	CIVIC CENTER - POND LINING						329,640
101-902-981.040 *	COMMUNITY CENTER - BATHROOM & PIP						705,892
101-902-981.045 *	COMMUNITY CENTER - BUSES						225,000
101-902-981.050 *	COMMUNITY PARK - BALL FIELD LIGHT						354,000
101-902-981.060 *	COMMUNITY RESOURCE CENTER - IMPRO						40,000
101-902-981.070 *	FORD LAKE PARK - SHELTER						271,650
101-902-981.080 *	FORD HERITAGE PARK - BATHROOM						496,290
101-902-981.090 *	FORD HERITAGE PARK - IMPROVEMENTS						165,000
101-902-981.100 *	GREEN OAKS GOLF COURSE - BATHROOM						291,206
101-902-981.110 *	HYDRO DAM - SAFETY PROJECT						680,000
101-902-981.120 *	LAKESIDE PARK - SHELTER						296,035
101-902-981.130 *	ROAD IMPROVEMENT & STORM WATER MG						2,993,059
101-902-981.140 *	STREETLIGHTS - LED CONVERSION						73,162
101-902-981.150 *	WEST WILLOW PARK - IMPROVEMENTS						343,000
TOTAL APPROPRIATIONS							8,226,122
NET OF REVENUES/APPROPRIATIONS - 902 - CAPITAL OUTLA							(8,226,122)

* NOTES TO BUDGET: DEPARTMENT 902 CAPITAL OUTLAY - SPECIAL

981.010 BURNS PARK - IMPROVEMENTS

247,300

Moved from Fund 282. This is for Burns Park Improvements, approved in 2023, this is the estimated carryover for 2024.

981.020 CIVIC CENTER - PARKING LOT & WATER MAIN

714,888

Moved from Fund 282. This is for the Civic Center Parking Lot work, approved in 2023, this is the estimated carryover for 2024.

981.030 CIVIC CENTER - POND LINING

329,640

Moved from Fund 282. This is for the Civic Center Pond Lining. This was approved in 2023, estimated carryover for 2024.

981.040 COMMUNITY CENTER - BATHROOM & PIPING

705,892

Moved from Fund 282. This is for the Community Center bathroom rennovations. This was approved in 2023, estimated carryover for 2024.

981.045 COMMUNITY CENTER - BUSES

225,000

Moved from Fund 282. This is to purchase two buses for the Community Center senior program. This was approved in 2023, estimated carryover for 2024.

981.050 COMMUNITY PARK - BALL FIELD LIGHTS

354,000

Moved from Fund 282. This is for lighting at the Community Center Park. This was approved in 2023, estimated carryover for 2024.

981.060 COMMUNITY RESOURCE CENTER - IMPROVE

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 902 - CAPITAL OUTLAY - SPECIAL							
							40,000
	Moved from Fund 282. This is for renovations for the Community Resource Center. This was approved in 2023, estimated carryover for 2024.						
981.070	FORD LAKE PARK - SHELTER						
							271,650
	Moved from Fund 282. This is for the Ford Lake Park shelter project. This was approved in 2023, estimated carryover for 2024.						
981.080	FORD HERITAGE PARK - BATHROOM						
							496,290
	Moved from Fund 282. This is for a bathroom at Ford Heritage Park. This was approved in 2023, estimated carryover for 2024.						
981.090	FORD HERITAGE PARK - IMPROVEMENTS						
							165,000
	Moved from Fund 282. This is for improvements at Ford Heritage Park. This was approved in 2023, estimated carryover for 2024.						
981.100	GREEN OAKS GOLF COURSE - BATHROOM						
							291,206
	Moved from Fund 282. This is for bathrooms at Green Oaks Golf Course. This was approved in 2023, estimated carryover for 2024.						
981.110	HYDRO DAM - SAFETY PROJECT						
							680,000
	Moved from Fund 282. This will contribute to safety projects at the Hydro Station. This was approved in 2023, estimated carryover for 2024.						
981.120	LAKESIDE PARK - SHELTER						
							296,035
	Moved from Fund 282. This is for the Lakeside Park shelter project. This was approved in 2023, estimated carryover for 2024.						
981.130	ROAD IMPROVEMENT & STORM WATER MGMT						
							2,993,059
	Moved from Fund 282. This is for drain and road projects. This was approved in 2023, estimated carryover for 2024. The amount available in the ARPA line to move over to General Fund was $2,800,392. There is an additional amount of $192,667 added due to the extra interest earned in the ARPA Fund. According to the Resolution, any extra funds will go to the Road Improvement Project.						
981.140	STREETLIGHTS - LED CONVERSION						
							73,162
	Moved from Fund 282. This is for streetlight project. This was approved in 2023, this project is completed and the estimated carryover for 2024 will be moved to the Roads according to the resolution.						
981.150	WEST WILLOW PARK - IMPROVEMENTS						
							343,000
	Moved from Fund 282. This is for improvements to West Willow Park. This was approved in 2023, estimated carryover for 2024.						
	DEPT '902' TOTAL						8,226,122

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 999 - OTHER FINANCING USES							
APPROPRIATIONS							
101-999-995.004 *	TRANSFER TO: 398 DEBT 06 BONDS	39,517	159,468	163,067	163,067	163,067	159,977
101-999-995.206	TRANSFER TO: FIRE FUND		26,912				
101-999-995.213 *	TRANSFER TO BSRII FUND 213	315,000	307,500	460,000	1,717,272	1,717,272	470,000
101-999-995.226	TRANSFER TO: ENVIRONMENTAL FUND		2,691				
101-999-995.230 *	TRANSFER TO: RECREATION FUND		4,306				104,453
101-999-995.236 *	TRANSFER TO COURT 236	688,109	913,456	862,940	862,940	800,000	1,001,462
101-999-995.249	TRANSFER TO BUILDING DEPT FUN		5,114				
101-999-995.252 *	TRANSFER TO HYDRO STATION		164,261	81,000	81,000		81,000
101-999-995.266	TRANSFER TO LAW ENFORCEMENT		8,882				
101-999-995.584	TRANSFER TO: GOLF COURSE		2,153				
101-999-995.597	TRANSFER TO: COMPOST		2,423				
101-999-995.661	TRANSFER TO MOTOR POOL		269				
TOTAL APPROPRIATIONS		1,042,626	1,597,435	1,567,007	2,824,279	2,680,339	1,816,892
NET OF REVENUES/APPROPRIATIONS - 999 - OTHER FINANCI		(1,042,626)	(1,597,435)	(1,567,007)	(2,824,279)	(2,680,339)	(1,816,892)

* NOTES TO BUDGET: DEPARTMENT 999 OTHER FINANCING USES

995.004 TRANSFER TO: 398 DEBT 06 BONDS

159,977

This line reflects the amount needed from the General Fund for payment deficiencies created by the loss of LDFA captured taxes in order to pay the bond debt obligation in the General Obligation Bond Fund 398. The amount needed from the General Fund is $159,977.

995.213 TRANSFER TO BSRII FUND 213

470,000

Transfer funds to BSRII Fund #213 to pay for 2024 road improvements. Recommend transferring $250,000 and $220,000 from Rent Lease agreement with YCUA for a total of $470,000

995.230 TRANSFER TO: RECREATION FUND

104,453

These funds will be transferred to Recreation Funds to cover the wages and fringes of the new position of Community Events Manager in 2024.

995.236 TRANSFER TO COURT 236

1,001,462

THIS IS THE AMOUNT THE COURT HAS REQUESTED FROM THE GENERAL FUND IN ORDER TO BALANCE. The 14B District Court provided monthly statistics for revenues and caseloads. Comparisons from January to June for 2022 and 2023 show a decrease in revenue and caseload. The court is estimating that revenue will decrease by 7.6% from 2023 to 2024. Operating expenses are estimated to increase by 1.44% from 2023 to 2024. This is the major reason for operating funds needing to be transferred from the Genreal Fund.

995.252 TRANSFER TO HYDRO STATION

81,000

This is the annual released funds from DTE funds held in escrow and will be transferred to the Hydro Station for capital outlay and licensing.

	DEPT '999' TOTAL						1,816,892
ESTIMATED REVENUES - FUND 101		9,952,386	11,075,906	12,387,309	14,812,921	9,484,638	21,853,133
APPROPRIATIONS - FUND 101		9,381,598	10,598,046	12,387,309	14,812,921	10,904,769	21,853,133
NET OF REVENUES/APPROPRIATIONS - FUND 101		570,788	477,860			(1,420,131)	

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 000							
ESTIMATED REVENUES							
206-000-403.000 *	CURRENT PROPERTY TAXES	4,327,142	4,601,036	4,777,232	4,777,232	4,813,078	5,148,634
206-000-404.001 *	ESA REIMBURSEMENT OP	13,960	13,956	14,000	14,000	23,876	20,000
206-000-412.000 *	DELINQUENT PERS PROPERTY TAX	11,527	14,143	1,500	1,500		10,000
206-000-414.000 *	CUR PROPERTY TAX ADJUSTMENTS	17,588	(3,797)			508	
206-000-432.000 *	IN LIEU OF TAXES - CLARK TOWERS	6,110	6,424	6,200	6,200	6,610	6,200
206-000-476.491 *	FIRE PROTECT PERMT	650	450	750	750	850	
206-000-528.000	OTHER FEDERAL GRANTS	92,528					
206-000-607.011 *	FIRE PLAN REVIEW - CHG FOR SERVIC	1,275	900	1,000	1,000	460	1,000
206-000-607.012 *	ADDRESS ASSIGN - CHG FOR SERVICES	60		200	200	105	200
206-000-607.270 *	LIQUOR INSPECT - CHG FOR SERVICES			1,000	1,000		100
206-000-665.000 *	INTEREST EARNED	190	43,053	7,000	7,000	127,861	40,000
206-000-674.000	CONTRIBUTIONS & DONATIONS	50					
206-000-676.012 *	INSURANCE REIMBURSEMENTS	12,404	8,843			3,455	
206-000-683.000 *	OTHER INCOME-MISCELLANEOUS	698	700			31	
206-000-693.002	SALES OF FIXED ASSESTS - EQUIP.	4,340					
206-000-699.101 *	TRANSFER IN: FROM GENERAL FUND		26,912				
206-000-699.999	APPROPRIATED PRIOR YEAR BAL				20,000		
TOTAL ESTIMATED REVENUES		4,488,522	4,712,620	4,808,882	4,828,882	4,976,834	5,226,134
NET OF REVENUES/APPROPRIATIONS - 000 -		4,488,522	4,712,620	4,808,882	4,828,882	4,976,834	5,226,134

* NOTES TO BUDGET: DEPARTMENT 000

403.000 CURRENT PROPERTY TAXES

5,148,634

Fire Fund Tax Revenue based on millage levy of 3.0850.The projected revenue is based on taxable value (TV) minus adjustments and renaissance zone TV. Current TV used to project budget is 1,668,925,016 and prior year was 1,548,535,588 for percentage increase of 7.7% in the TV.

404.001 ESA REIMBURSEMENT OP

20,000

State calculated reimbursement for personal property loss due to small business exemptions

412.000 DELINQUENT PERS PROPERTY TAX

10,000

Delinquent personal property revenue collected by the Treasurer.

414.000 CUR PROPERTY TAX ADJUSTMENTS

Current year tax adjustments made by Board of Review

432.000 IN LIEU OF TAXES - CLARK TOWERS

6,200

Revenues from PILOT for Clark East Towers

476.491 FIRE PROTECT PERMT

750

Fees charged for inspection of permit required Fire Protection Systems request $750 for FY 2024.

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 000							
607.011	FIRE PLAN REVIEW - CHG FOR SERVICES						1,000
	Fees charged for plan reviews request $1000 for FY 2024						
607.012	ADDRESS ASSIGN - CHG FOR SERVICES						200
	Fees charged for an address assignment for a residence or business request $200 for FY 2024.						
607.270	LIQUOR INSPECT - CHG FOR SERVICES						100
	Fees charged for business liquor license inspections request $100 for FY 2024.						
665.000	INTEREST EARNED						40,000
	Interest earned on cash accounts.						
676.012	INSURANCE REIMBURSEMENTS						
	Some years we receive dividends back from MML Workers Comp and/or Insurance Liability.						
683.000	OTHER INCOME-MISCELLANEOUS						
	Revenue received from miscellaneous fees. We do not budget for this since it is unpredictable.						
699.101	TRANSFER IN: FROM GENERAL FUND						
	Not budgeted for 2023. One time use in 2022 for employee appreciation.						
	DEPT '000' TOTAL						5,226,884

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 269 - CIVIL SERVICE COMMISSION							
APPROPRIATIONS							
206-269-704.000 *	APPOINTED OFFICIALS	735	2,055	2,500	2,500	900	2,500
206-269-706.000 *	SALARY - PERMANENT WAGES			400	400	180	400
206-269-715.000 *	F.I.C.A./MEDICARE	28	87	42	42	73	225
206-269-718.000 *	MERS RETIREMENT	51	228			93	225
206-269-718.002 *	DEFERRED COMPENSATION	6	15	38	38	2	
206-269-801.000 *	PROFESSIONAL SERVICES	2,135	7,440	10,000	30,000	9,662	20,000
206-269-900.000 *	PUBLISHING			1,500	1,500		1,500
TOTAL APPROPRIATIONS		2,955	9,825	14,480	34,480	10,910	24,850
NET OF REVENUES/APPROPRIATIONS - 269 - CIVIL SERVICE		(2,955)	(9,825)	(14,480)	(34,480)	(10,910)	(24,850)

* NOTES TO BUDGET: DEPARTMENT 269 CIVIL SERVICE COMMISSION

704.000	APPOINTED OFFICIALS	
	Salaries of Civil Service Commission appointed officials at $75 per meeting.	2,500
706.000	SALARY - PERMANENT WAGES	
	Salary of non-appointed secretary to the Commission who takes the minutes.	400
715.000	F.I.C.A./MEDICARE	
	Social Security and Medicare taxes provided by the Accounting Director.	225
718.000	MERS RETIREMENT	
	Allocation of annual required contribution (ARC) provided by Accounting Director. Overall Township ARC increased by an estimate of 9.5%	225
718.002	DEFERRED COMPENSATION	
	No longer using deferred compenstion - using FICA/Medicare completely	
801.000	PROFESSIONAL SERVICES	
	This line is used for testing and legal service related to the Civil Service request $20,000 for FY 2024.	20,000
900.000	PUBLISHING	
	Cost to publish notifications.	1,500
	DEPT '269' TOTAL	24,850

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 336 - FIRE							
APPROPRIATIONS							
206-336-705.000 *	SALARY - SUPERVISION	91,034	101,783	109,779	109,779	72,697	98,000
206-336-705.002 *	SALARIES OFFICERS	543,912	551,014	569,014	569,014	475,871	586,420
206-336-706.000 *	SALARY - PERMANENT WAGES	1,169,084	1,076,034	1,198,369	1,088,283	869,227	1,339,410
206-336-706.011 *	PERMANENT WAGES- FIRE CLERICA	36,123	56,475	56,816	56,816	48,125	58,808
206-336-706.100	NEGOTIATED CONTRACT ADJUSTMENT	962					
206-336-708.004 *	SALARIES PAY OUT-PTO&SICKTIME	49,425	39,028	33,891	33,891	16,164	33,656
206-336-708.005 *	SALARIES PAY OUT OF RETIREES	7,020	47,350	18,955	18,955	8,736	5,000
206-336-708.007 *	FIRE COMP TIME PAYOUT	23,012	65,382	119,221	119,221	81,389	78,837
206-336-708.008 *	RETIREE TIME PAYOUTS	30,113	222,320	74,853	109,939	109,939	89,706
206-336-708.010 *	HEALTH INS BUYOUT	9,000	6,000	6,000	6,000	4,202	9,000
206-336-708.200 *	FF CLOTHING ALLOWANCE	12,623	13,786	15,800	15,800	457	17,000
206-336-708.206 *	FF FOOD ALLOWANCE	25,251	22,125	23,500	23,500	495	24,150
206-336-709.000 *	REG OVERTIME	132,693	274,364	92,250	167,250	164,141	92,250
206-336-709.001 *	HOLIDAY OVERTIME	44,252	41,129	35,000	35,000	33,290	35,000
206-336-709.002 *	SALARY - CONTRACTUAL OVERTIME	136,222	126,096	151,896	151,896	108,840	154,356
206-336-715.000 *	F.I.C.A./MEDICARE	174,806	200,423	208,929	208,929	149,683	212,570
206-336-717.000 *	SALARIES HOLIDAY PAY	77,554	75,951	84,163	84,163	53,438	78,181
206-336-718.000 *	MERS RETIREMENT	22,924	33,196	32,101	32,101	26,665	35,313
206-336-718.001 *	RETIREMENT HEALTH CARE SAVINGS	50,400	60,680	79,950	79,950	56,785	101,270
206-336-718.003 *	OPEB - RETIREMENT HEALTH		17,726	7,700	7,700	7,700	8,400
206-336-719.000 *	HEALTH INSURANCE	494,604	445,120	606,683	591,683	432,310	593,243
206-336-719.003 *	EMPLOYEE PAID HEALTH CONTRA	(32,925)	(32,150)	(40,800)	(40,800)		(41,400)
206-336-719.005 *	HOSPITAL PHYSICALS	12,269	9,511	17,000	32,000	5,319	32,000
206-336-719.010 *	HEALTH CARE TAX	214	25	200	200		200
206-336-719.015 *	DENTAL BENEFITS	25,610	24,962	30,837	30,837	22,612	31,887
206-336-719.016 *	VISION BENEFITS	6,385	4,894	6,085	6,085	4,446	6,692
206-336-719.020 *	HEALTH CARE DEDUCTION	82,176	86,670	150,924	150,924	68,990	147,946
206-336-719.021 *	ADMIN FEE - HEALTH DEDUCTIBLE	2,186	2,450	2,240	2,240	2,140	2,592
206-336-719.022 *	DISABILITY INSURANCE	279		291	291	323	297
206-336-719.023 *	LIFE INSURANCE	12,823	12,287	15,271	15,271	10,933	14,509
206-336-719.030 *	WORKERS COMPENSATION	58,747	55,659	100,763	100,763	41,700	106,770
206-336-727.000 *	OFFICE SUPPLIES	1,496	1,880	3,000	3,000	2,912	3,000
206-336-727.300 *	COVID-19 SUPPLIES & EQUIP	45,798	31,272	30,000	30,000	5,442	10,000
206-336-730.000 *	POSTAGE	332	30	500	500	6	500
206-336-741.000 *	UNIFORMS - LAUNDRY & CLEANING	15,989	16,752	19,000	19,000	11,059	19,000
206-336-741.001 *	UNIFORMS-NEW AND BADGES	8,306	12,308	12,000	12,000	4,011	12,000
206-336-741.100 *	FIRE PROTECTIVE GEAR	4,617	6,489	30,000	30,000	11,164	35,000
206-336-741.200 *	FIRE/RESCUE GEN OP EQUIP	6,525	13,287	10,000	10,000	3,210	15,000
206-336-742.000 *	FIRE PREVENTION MATERIALS	1,951	3,425	3,000	3,000	1,798	3,000
206-336-757.000 *	OPERATING SUPPLIES	11,346	13,070	16,000	16,000	9,200	16,000
206-336-757.004 *	MEDICAL SUPPLIES	10,994	13,128	12,000	12,000	8,489	12,000
206-336-757.005 *	FIRE INVESTIGATION	1,636		2,000	2,000	58	2,000
206-336-757.006 *	OPERATING SUPPLIES/TOOLS	355		1,000	1,000	928	1,000
206-336-800.001 *	ADMINSTRATION FEES	82,125	83,289	87,140	87,140	72,617	90,081
206-336-801.000 *	PROFESSIONAL SERVICES		7,362	50,000	50,000	20,960	50,000
206-336-857.000 *	COMMUNICATIONS	7,853	7,511	8,000	8,000	480	8,000
206-336-857.001 *	COMMUNICATIONS - DISPATCH	83,161	94,235	104,550	104,550	75,875	141,500
206-336-867.000 *	GAS & OIL	33,621	51,007	50,000	50,000	26,975	50,000
206-336-900.000 *	PUBLISHING			500	500		500
206-336-920.004 *	UTILITIES HEAT	8,176	12,669	20,000	20,000	6,440	22,000
206-336-920.005 *	UTILITIES LIGHT	24,845	26,232	26,000	26,000	23,593	28,000
206-336-920.006 *	UTILITIES TELEPHONE	23,345	30,831	30,000	30,000	17,315	30,000
206-336-920.007 *	UTILITIES WATER AND SEWER	5,440	5,928	6,000	6,000	4,051	6,000
206-336-931.005 *	BLDG MAINTENANCE STATION #1	9,974	10,840	10,000	10,000	7,298	10,000
206-336-931.007 *	BLDG MAINTENANCE STATION #3	6,129	5,002	4,500	4,500	1,968	4,500
206-336-931.008 *	BLDG MAINTENANCE STATION #4	3,350	3,981	4,500	4,500	3,771	4,500

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 336 - FIRE							
APPROPRIATIONS							
206-336-933.000 *	EQUIPMENT MAINTENANCE	1,830	1,999	3,000	3,000	1,731	3,000
206-336-933.001 *	MAINTENANCE CONTRACTS	9,600	9,397	10,000	10,000	2,544	21,000
206-336-935.001 *	AUTO & TRUCK MAINT STATION 1	60,763	81,728	75,000	75,000	22,742	75,000
206-336-935.003 *	AUTO & TRUCK MAINT STATION 3	12,543	31,648	20,000	20,000	7,782	20,000
206-336-935.004 *	AUTO & TRUCK MAINT STATION 4	20,300	25,730	20,000	20,000	9,834	20,000
206-336-939.040 *	FIRE HYDRANT CHARGE	2,480	2,565	3,000	3,000		3,000
206-336-943.000 *	MOTORPOOL INTERNAL	59,522	59,522	59,522	59,522	49,602	59,522
206-336-955.001 *	INSURANCE & BOND FLEET	38,592	39,476	41,537	41,537	33,545	42,354
206-336-956.000 *	MISCELLANEOUS	74	481	500	500	51	500
206-336-956.010 *	TAX REFUND EXPENSE			500	500		
206-336-958.000 *	MEMBERSHIP AND DUES	3,065	2,070	5,000	5,000	1,320	8,000
206-336-960.000 *	EDUCATION AND TRAINING	13,662	13,093	30,000	30,000	10,964	40,000
TOTAL APPROPRIATIONS		3,918,573	4,358,527	4,615,430	4,615,430	3,336,352	4,818,020
NET OF REVENUES/APPROPRIATIONS - 336 - FIRE		(3,918,573)	(4,358,527)	(4,615,430)	(4,615,430)	(3,336,352)	(4,818,020)

* NOTES TO BUDGET: DEPARTMENT 336 FIRE

705.000	SALARY - SUPERVISION	98,000
	This line is for the Fire Chief's wages.	
705.002	SALARIES OFFICERS	586,420
	Salaries of the Fire Marshal, 3 Captains, & 3 Lieutenants. Contract expires in 2023. Negotiations will determine increases.	
706.000	SALARY - PERMANENT WAGES	1,339,410
	Salaries of 21 career firefighters. Increase of 3% per contract.	
706.011	PERMANENT WAGES- FIRE CLERICA	58,808
	Salary of TPOAM clerical staff. 3% increase plus longevity is budgeted for 2024.	
708.004	SALARIES PAY OUT-PTO&SICKTIME	33,656
	Cost for payouts of PTO or sick time to firefighters who have over 2400 hours at 75%. Figures supplied by HR.	
708.005	SALARIES PAY OUT OF RETIREES	5,000
	Payouts to employees who are eligible for the Deferred Retirement Option Plan (DROP). Employees hired before 1/1/2014 may elect to freeze their retirement benefit in the traditional defined benefit plan and enter into the DROP upon attainment of regular service retirement eligibility of 25 years of credited service. No one eligible for DROP in 2024.	
708.007	FIRE COMP TIME PAYOUT	78,837
	Cost of banked comp time to firefighters can be paid out twice a year. The max hours to hold is 480 and this comp time is in lieu of overtime paid out at 100%. Provided by HR.	

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 336 - FIRE							
708.008	RETIREE TIME PAYOUTS Cost of payout of retiree or long term leave to firefighters.						89,706
708.010	HEALTH INS BUYOUT Health insurance buyout for employees who receive health insurance through another source.						9,000
708.200	FF CLOTHING ALLOWANCE Annual clothing allowance for employees per union agreement. Provided by Human Resource.						17,000
708.206	FF FOOD ALLOWANCE Annual cost of employee food allowance per union agreement. Provided by Human Resouce.						24,150
709.000	REG OVERTIME Regular overtime costs for firefighters per union agreement.						92,250
709.001	HOLIDAY OVERTIME Holiday overtime costs for employees per union agreement.						35,000
709.002	SALARY - CONTRACTUAL OVERTIME Contractual Fair Labor Standards Act (FLSA) overtime to firefighters. Provided by Human Resource.						154,356
715.000	F.I.C.A./MEDICARE Social Security and Medicare taxes provided by the Accounting Director.						212,570
717.000	SALARIES HOLIDAY PAY Annual cost of holiday pay for firefighters. Provided by Human Resource						78,181
718.000	MERS RETIREMENT Allocation of annual required contribution (ARC) provided by Accounting Director. Overall Township ARC increased 9.5%. This is for the one (1) clerical position.						35,313
718.001	RETIREMENT HEALTH CARE SAVINGS Amount placed into a health care savings account for future use in health care expense for employees hired after 1/1/2014. An annual increase of $650 per firefighter per contract.						101,270

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 336 - FIRE							
718.003	OPEB - RETIREMENT HEALTH						8,400
	This is for TPOAM clerical staff. Liability for the Other Post-Employment Benefits (OPEB) obligation of employees hired before 1/1/2014. The annual 2024 OPEB assumption decreased 16% from $ $200,000 to $168,000, however the Accounting Director recommends budgeting $8,400 for each of the 24 active employees in OPEB. This is due to the investment loss of 1.1M in 2022, which will be shown on the next Actuarial Report in 2023. The total contribution for 2024 will be $201,600.						
719.000	HEALTH INSURANCE						593,243
	There was a 5.5% decrease in the health insurance premium for 2024. Provided by HR.						
719.003	EMPLOYEE PAID HEALTH CONTRA						(41,400)
	Amount employees pay toward their health care coverge.						
719.005	HOSPITAL PHYSICALS						32,000
	Annual cost for employees respiratory testing and physicals.						
719.010	HEALTH CARE TAX						200
	Fees charged by health care providers for admin cost above the per employee per month cost and any federal taxes not included in the premium.						
719.015	DENTAL BENEFITS						31,887
	There was a 4.6% increase in dental premium for 2024. Provided by HR						
719.016	VISION BENEFITS						6,692
	An actual increase of 7% for 2 year rate guarantee from 9/1/23 to 8/31/2025. Numbers provided by HR						
719.020	HEALTH CARE DEDUCTION						147,946
	Cost to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. Provided by Accounting Director.						
719.021	ADMIN FEE - HEALTH DEDUCTIBLE						2,592
	Cost to manage card used to pay the health care deductibles, administered by Clarity Benefits.						
719.022	DISABILITY INSURANCE						297
	An estimated increase of 2% for 2024. Numbers provided by HR						
719.023	LIFE INSURANCE						

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 336 - FIRE							
							14,509
	An estimated increase of 2% for 2024. Numbers provided by HR. Active firefighters $6,979 and Retired firefighters $6,450. Numbers provided by HR						
719.030	WORKERS COMPENSATION						
							106,770
	Workers Comp allocation based on type work performed and number of employees in the department. Budget was based on a percentage of the full 2024 workers comp estimate of $173,069. A credit is usually given at year end - Not guaranteed. Provided by Accounting Director						
727.000	OFFICE SUPPLIES						
							3,000
	Cost of office supplies for the department. No change for 2024.						
727.300	COVID-19 SUPPLIES & EQUIP						
							10,000
	Cost of supplies, equipment, and logistics to support safety measures for staff. Reduce from $30,000 to $10,000 for 2024.						
730.000	POSTAGE						
							500
	Cost of postage for the department. No change for FY-2024.						
741.000	UNIFORMS - LAUNDRY & CLEANING						
							19,000
	Cost of cleaning of employee uniforms, bedding, sheets and towels. No change for FY-2024.						
741.001	UNIFORMS-NEW AND BADGES						
							12,000
	Annual cost for purchasing dress uniforms, hats, badges, and accessories for employees. Request $12,000 - no change for new hires in FY -2024.						
741.100	FIRE PROTECTIVE GEAR						
							35,000
	Cost for purchasing firefighting protective equipment and gear. Request $30,000 no change for new hires in FY-2024.						
741.200	FIRE/RESCUE GEN OP EQUIP						
							15,000
	Cost of capital improvements made for confined rescue equipment and battery operated fans. Request $15,000 an increase of 50% for FY-2024.						
742.000	FIRE PREVENTION MATERIALS						
							3,000
	Cost of fire prevention/demonstration materials. No change for 2024.						
757.000	OPERATING SUPPLIES						

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 336 - FIRE							
							16,000
	Cost of departmental supplies. No change for 2024.						
757.004	MEDICAL SUPPLIES						
							12,000
	Cost to replenish EMS supplies on fire vehicles. No change for 2024						
757.005	FIRE INVESTIGATION						
							2,000
	Cost of fire investigative manuals, equipment, supplies, smoke alarms and drone surveillance unit for investigative and research purposes. No change for 2024.						
757.006	OPERATING SUPPLIES/TOOLS						
							1,000
	Cost of supplies and batteries necessary for firefighting equipment. No change for 2024.						
800.001	ADMINSTRATION FEES						
							90,081
	Admin fees are paid to the General Fund for service provided by Human Resource, Accounting, Computer Tech, Auditing and other support personnel and shared expenses. Allocations are based on wages of the support and maintenance staff, floor space, staffing levels, computers, phones, etc. Provided by the Account Director.						
801.000	PROFESSIONAL SERVICES						
							50,000
	Cost of legal, professional and administrative services provided to the Department. An additional $35,000 is added for contract negotiations with IAFF Local 1830 in FY-2024.						
857.000	COMMUNICATIONS						
							8,000
	Cost of maintenance and service of department radios (portable, mobile). No change for 2024.						
857.001	COMMUNICATIONS - DISPATCH						
							141,500
	Cost of dispatching services contracted with Emergent Health (HVA). Request $141,500 an increase of 35% due to increased calls for FY-2024.						
867.000	GAS & OIL						
							50,000
	Gas and oil for department vehicles. Increase due to price increases. No increase for 2024.						
900.000	PUBLISHING						
							500
	Cost of electronic and print publications for postings. No increase for 2024.						
920.004	UTILITIES HEAT						
							22,000

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 336 - FIRE							
	Heating of all department stations/facilities. Request $22,000 an increase of 10% estimated increase to heating cost for 2024.						
920.005	UTILITIES LIGHT						28,000
	Electricity for department stations/facilities. Request $28,000 an increase of 8% estimated increase to electric cost for 2024.						
920.006	UTILITIES TELEPHONE						30,000
	Telephone/internet service to department facilities. No change for 2024.						
920.007	UTILITIES WATER AND SEWER						6,000
	Water/sewer services to department facilities. No change for 2024.						
931.005	BLDG MAINTENANCE STATION #1						10,000
	Cost of building maintenance and repairs for Station #1. No change for 2024.						
931.007	BLDG MAINTENANCE STATION #3						4,500
	Cost of building maintenance and repairs for Station #3. No change for 2024.						
931.008	BLDG MAINTENANCE STATION #4						4,500
	Cost of building maintenance and repairs for Station #4. No change for 2024.						
933.000	EQUIPMENT MAINTENANCE						3,000
	Maintenance/testing costs for SCBA, JAWS & fire extinguishers. No change for 2024.						
933.001	MAINTENANCE CONTRACTS						21,000
	Maintenance contracts for copiers, sirens, generators, etc. Request $21,000 an increase of 110% due to additional contracting for hose/ladder testing for FY 2024.						
935.001	AUTO & TRUCK MAINT STATION 1						75,000
	Maintenance and repairs of autos and trucks at Station #1/Ford Blvd. Request $75,000 no change for 2024.						
935.003	AUTO & TRUCK MAINT STATION 3						20,000
	Maintenance and repairs of autos and trucks at Station #3/Hewitt St. Request $20,000 no change for 2024.						

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 336 - FIRE							
935.004	AUTO & TRUCK MAINT STATION 4						20,000
	Maintenance and repairs of autos and trucks at Station #4/Textile Rd. Request $20,000 no change for 2024.						
939.040	FIRE HYDRANT CHARGE						3,000
	YCUA charges for hydrant maintenance ($1 X 2700 hydrants). No change for 2024.						
943.000	MOTORPOOL INTERNAL						59,522
	Debt payment to Motor Pool for fire/rescue engine purchase in 2015. Total purchase of fire truck $595,220 to Motor Pool over a ten year period starting 2016 with an annual payment of $59,522 for nine years and the final payment of $59,492 in 2025. The balance as of 12/31/2023 will be $119,014.						
955.001	INSURANCE & BOND FLEET						42,354
	Insurance for buildings, equipment, and vehicles. Provided by the Accounting Director.						
956.000	MISCELLANEOUS						500
	Miscellaneous items.						
956.010	TAX REFUND EXPENSE						
	Taxed refund expense for heathcare that is sometimes billed separately. 2024 No longer needed						
958.000	MEMBERSHIP AND DUES						8,000
	Firefighter membership fees and dues (IAFC, IAAI, NFPA, MFIS, etc). Request $8,000 an increase of 60% anticipated WAMAA dues increase for 2024.						
960.000	EDUCATION AND TRAINING						40,000
	Education and training of department personnel. Request $40,000 an increase of 33% for specialized vehicle fire training (CNG, ION), vehicle extrication training, IAAI & FDIC seminars, Officer development training, and EMS in-house continuous education program for FY-2024.						
	DEPT '336' TOTAL						4,818,020

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 901 - CAPITAL OUTLAY							
APPROPRIATIONS							
206-901-971.008 *	CAPTL OUTLAY -IMPROVEMENT			74,000	74,000	20,822	
206-901-976.005 *	CAPITAL OUTLAY FIRE STATION						170,000
206-901-979.000 *	CAPITAL OUTLAY FIRE APPARATUS						75,000
206-901-980.001 *	COMPUTER/COMM/FURNISHING			30,000	30,000	6,927	12,000
TOTAL APPROPRIATIONS				104,000	104,000	27,749	257,000
NET OF REVENUES/APPROPRIATIONS - 901 - CAPITAL OUTLA				(104,000)	(104,000)	(27,749)	(257,000)

* NOTES TO BUDGET: DEPARTMENT 901 CAPITAL OUTLAY

971.008 CAPTL OUTLAY -IMPROVEMENT

A carryover for the 2023 project may be needed. No new projects budgeted for 2024. Any new projects will be brought before the Board for approval.

976.005 CAPITAL OUTLAY FIRE STATION

170,000

Dormitory bathroom remodeling at Fire HQ - request $75,000. Lighted front sign with electric conduit at Station #3 and refacing of sign at Station #4 - request $15,000. One(1) zero turn replacement mower at Fire HQ - request $10,000. Major ceiling and gutter repair at Station #3 - requesting $10,000 for engineering and $60,000 for construction. Budgeting for capital in the Fire Fund 206 due to expiration of capital outlay millage in fund 217. All projects will be brought before the Board for bids and approval following the Financial Procurement Policy.

979.000 CAPITAL OUTLAY FIRE APPARATUS

75,000

Purchase new mobile air tank refill Van/Vehicle to replace the 1999 Ford Econoline Unit - request $75,000. This will be brought before the Board for bids and approval following the Financial Procurement Policy.

980.001 COMPUTER/COMM/FURNISHING

12,000

Purchase of elipical training unit at Fire HQ - requesting $10,000, two (2) new tablets/ipads and hardware accessories for vehicles - requesting $2,000.

DEPT '901' TOTAL						257,000
ESTIMATED REVENUES - FUND 206	4,488,522	4,712,620	4,808,882	4,828,882	4,976,834	5,226,134
APPROPRIATIONS - FUND 206	3,921,528	4,368,352	4,733,910	4,753,910	3,375,011	5,099,870
NET OF REVENUES/APPROPRIATIONS - FUND 206	566,994	344,268	74,972	74,972	1,601,823	126,264

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 000							
ESTIMATED REVENUES							
208-000-637.007 *	HANDBALL COURT FEES	2,289	3,432	4,000	4,000	4,483	5,000
208-000-665.000 *	INTEREST EARNED	2	349			790	
208-000-699.999 *	APPROPRIATED PRIOR YEAR BAL			4,823	4,823		4,220
TOTAL ESTIMATED REVENUES		2,291	3,781	8,823	8,823	5,273	9,220
NET OF REVENUES/APPROPRIATIONS - 000 -		2,291	3,781	8,823	8,823	5,273	9,220

* NOTES TO BUDGET: DEPARTMENT 000

637.007 HANDBALL COURT FEES

5,000

Funds generated by the rental of the racquetball/wallyball courts located at the Community Center.

665.000 INTEREST EARNED

Interest earned on funds deposited in the bank.

699.999 APPROPRIATED PRIOR YEAR BAL

4,220

Amount needed from Fund Balance.

DEPT '000' TOTAL 9,220

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 751 - PARKS							
APPROPRIATIONS							
208-751-703.000 *	SALARIES - ELECTED OFFICIALS	6,075	4,725	8,100	8,100	4,125	8,100
208-751-715.000 *	F.I.C.A./MEDICARE	88	69	117	117	232	620
208-751-718.002 *	DEFERRED COMPENSATION	79	62	106	106	18	
208-751-958.000 *	MEMBERSHIP AND DUES	500		500	500		500
TOTAL APPROPRIATIONS		6,742	4,856	8,823	8,823	4,375	9,220
NET OF REVENUES/APPROPRIATIONS - 751 - PARKS		(6,742)	(4,856)	(8,823)	(8,823)	(4,375)	(9,220)

* NOTES TO BUDGET: DEPARTMENT 751 PARKS

703.000	SALARIES - ELECTED OFFICIALS	
		8,100
	Per diem compensation for the seven elected Park Commissioners.	
715.000	F.I.C.A./MEDICARE	
		620
	Figures provided by the Accounting Director.	
718.002	DEFERRED COMPENSATION	
	No longer using deferred compensation - using FICA/Medicare completely	
958.000	MEMBERSHIP AND DUES	
		500
	This line item covers the annual membership with the Michigan Parks and Recreation Association.	
	DEPT '751' TOTAL	9,220

ESTIMATED REVENUES - FUND 208	2,291	3,781	8,823	8,823	5,273	9,220
APPROPRIATIONS - FUND 208	6,742	4,856	8,823	8,823	4,375	9,220
NET OF REVENUES/APPROPRIATIONS - FUND 208	(4,451)	(1,075)			898	

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI
Fund: 213 BIKE, SIDEWALK, REC, ROADS, GF

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 000							
ESTIMATED REVENUES							
213-000-403.000 *	CURRENT PROPERTY TAXES	1,392,978	1,481,263	1,537,696	1,537,696	1,549,478	1,657,243
213-000-404.001 *	ESA REIMBURSEMENT OP	4,493	11,064	4,000	4,000	12,340	10,000
213-000-412.000	DELINQUENT PERS PROPERTY TAX	3,710	4,552				
213-000-414.000	CUR PROPERTY TAX ADJUSTMENTS	5,662	1,939			164	
213-000-522.001 *	COMMUNITY DEV BLOCK GRANT	152,200		318,201	476,043		476,043
213-000-566.000	MI STATE GRANT - REC&PARKS	2,500					
213-000-569.023	STATE GRANT - DNR	195,851	32,224			(61,874)	
213-000-569.026 *	ST GRANT - DNR - PARK COURTS			298,700	298,700		298,700
213-000-581.000	COUNTY GRANT		2,760				
213-000-581.004 *	CNTY GRANT - CONNECT HURON #1		150,000				
213-000-607.015 *	BICYCLE PATH FEE	17,927	25,128	10,000	10,000	5,156	10,000
213-000-665.000 *	INTEREST EARNED	72	17,008	1,000	8,400	60,027	24,885
213-000-674.000	CONTRIBUTIONS & DONATIONS	4,500					
213-000-675.025	ART SERAFINSKI SCHOLARSHIP FUND	240					
213-000-676.012 *	INSURANCE REIMBURSEMENTS				100,000	110,220	
213-000-699.101 *	TRANSFER IN: FROM GENERAL FUND	315,000	307,500	460,000	1,717,272	1,717,272	470,000
213-000-699.999 *	APPROPRIATED PRIOR YEAR BAL			217,277	698,864		641,744
TOTAL ESTIMATED REVENUES		2,095,133	2,033,438	2,846,874	4,850,975	3,392,783	3,588,615
NET OF REVENUES/APPROPRIATIONS - 000 -		2,095,133	2,033,438	2,846,874	4,850,975	3,392,783	3,588,615

* NOTES TO BUDGET: DEPARTMENT 000

403.000 CURRENT PROPERTY TAXES

1,657,243

BSRII Tax Revenue based on millage levy of .9930. The projected revenue is based on taxable value (TV) minus adjustments and renaissance zone TV. Current TV used to project budget is 1,668,925,016 and prior year was 1,548,535,588 for percentage increase of 7.7% in the TV.

404.001 ESA REIMBURSEMENT OP

10,000

State calculated reimbursement for personal property loss due to small business exemptions.

522.001 COMMUNITY DEV BLOCK GRANT

476,043

CDBG grant funds currently in the initial execution phase at 10/26/22 and will be brought to the Board for approval. This is for Appleridge Park playground improvements. Part of the parks master plan.

569.026 ST GRANT - DNR - PARK COURTS

298,700

Budgeted for two grants awarded from the Michigan Department of Natural Resources. The first grant in the amount of $147,500 is for the park improvements to Clubview Park, $11,500 was budgeted in 2022 for the initial engineering work and $136,000 will be budgeted for engineering and construction in 2023. The second grant in the amount of $176,200 is for pickle ball/tennis courts for Community Center Park, $13,500 was budgeted in 2022 for the initial engineering work and $162,700 will be budgeted for engineering and construction in 2023. Budgeted for 2024 is carry forward.

581.004 CNTY GRANT - CONNECT HURON #1

This was the connecting communities grant from Washtenaw County Parks and Recreation for Phase 1 of Huron Street pathway. Completed in 2023

607.015 BICYCLE PATH FEE

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 000							
							10,000
	When building permits are issued, a fee is charged for bicycle paths, based on the property frontage. This line item reflects estimated revenues received for these fees.						
665.000	INTEREST EARNED						
							24,885
	Interest earned on accounts. Figures provided by the Accounting Director.						
676.012	INSURANCE REIMBURSEMENTS						
	Reimbursement in 2023 was for community center and golf course flooding that occured in late 2023. No budget for 2024.						
699.101	TRANSFER IN: FROM GENERAL FUND						
							470,000
	Funds transferred to BSRII for 2024 road improvements from the General Fund.						
699.999	APPROPRIATED PRIOR YEAR BAL						
							641,744
	Appropriated prior year fund balance.						
	DEPT '000' TOTAL						3,588,615

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 446 - HIGHWAYS AND STREETS							
APPROPRIATIONS							
213-446-982.000 *	HIGHWAY & ST-ROAD CONSTRUCTION			760,000	2,017,272	1,005,781	760,000
213-446-982.006 *	HIGHWAYS & STREETS & SIDEWALK			50,000	50,000	32,825	651,529
TOTAL APPROPRIATIONS				810,000	2,067,272	1,038,606	1,411,529
NET OF REVENUES/APPROPRIATIONS - 446 - HIGHWAYS AND				(810,000)	(2,067,272)	(1,038,606)	(1,411,529)

* NOTES TO BUDGET: DEPARTMENT 446 HIGHWAYS AND STREETS

982.000 HIGHWAY & ST-ROAD CONSTRUCTION

760,000

This is for Washtenaw County road projects annual agreements to be brought before the Board for approval. Budgeting $420,000 for traffic light at Huron Street and Brinker Way. General Fund will contribute $470,000 in funds and BSRII will contribute $290,000.

982.006 HIGHWAYS & STREETS & SIDEWALK

651,529

This is for dust control, street sweeping, limestone lift on Township roads and sidewalk replacement. Increased for Ridge Road non-motorized path project construction ($482,528.35) and engineering ($69,000).

DEPT '446' TOTAL 1,411,529

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
				2024 BUDGET REQUEST			
Dept 753 - BIKE,SIDEWALK,ROAD,REC & GF							
APPROPRIATIONS							
213-753-757.775 *	OPERATING SUPP: FORD LAKE PAR	1,927	2,104	3,000	4,400	4,017	5,000
213-753-783.004	TREE MAINTENANCE				23,525		
213-753-801.000 *	PROFESSIONAL SERVICES	19,511	15,071	100,000	137,900	82,625	140,000
213-753-801.500 *	PROF SERV - GRANT PRELIM STUDIES				73,963	22,057	51,906
213-753-818.775	MAINT-CONTR SVCS - FORD LK PR				16,000	16,000	
213-753-931.004 *	REPAIRS & MAINTENANCE - PARKS	18,572	26,174	20,000	20,000	17,188	20,000
213-753-931.775 *	REPAIRS - FORD LAKE PARKS	17,325	18,647	20,000	18,170	15,936	20,000
213-753-933.000 *	EQUIPMENT MAINTENANCE				39,278	39,277	
213-753-977.000 *	EQUIPMENT		92,534				
213-753-982.006 *	HIGHWAYS & STREETS & SIDEWALK	51,417	61,361				
213-753-995.230 *	TRANSFER TO: RECREATION FUND	330,000	300,000	405,354	405,354	350,000	402,542
213-753-995.584 *	TRANSFER TO: GOLF COURSE	15,000	80,000	233,151	209,626		254,338
TOTAL APPROPRIATIONS		453,752	595,891	781,505	948,216	547,100	893,786
NET OF REVENUES/APPROPRIATIONS - 753 - BIKE,SIDEWALK		(453,752)	(595,891)	(781,505)	(948,216)	(547,100)	(893,786)

* NOTES TO BUDGET: DEPARTMENT 753 BIKE,SIDEWALK,ROAD,REC & GF

757.775 OPERATING SUPP: FORD LAKE PAR

5,000

Cost of supplies needed to operate parks (printing of daily & seasonal permits, shirts and ranger uniforms, office supplies, etc). The increase is to reflect needing more tickets next year and the increase in material costs for shirts. This was previously budgeted in Fund 230 – Recreation.

801.000 PROFESSIONAL SERVICES

140,000

This line is used for professional service for the parks such as engineering, design, grant assistance and reviews. Increased for master plan preparation carry forward.

801.500 PROF SERV - GRANT PRELIM STUDIES

51,906

For professional services needed prior to grant applications. Carry forward is for the Ford Lake Loop Survey approved in 2023.

931.004 REPAIRS & MAINTENANCE - PARKS

20,000

Repairs and maintenance in non-Ford Lake parks. No change for 2024.

931.775 REPAIRS - FORD LAKE PARKS

20,000

Repairs and maintenance in Ford Lake parks. No change for 2024.

933.000 EQUIPMENT MAINTENANCE

This was used in 2023 for the major repairs or 5 mowers in 2023. No budget for 2024.

977.000 EQUIPMENT

No budget for 2024.

982.006 HIGHWAYS & STREETS & SIDEWALK

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 753 - BIKE,SIDEWALK,ROAD,REC & GF							
	Dust control, street sweeping, limestone lift on Township roads and sidewalk replacement. Moved to department 446 account 213-446-982.006 per State Chart of Accounts.						
995.230	TRANSFER TO: RECREATION FUND						402,542
	Transfer made to Fund 230 - Recreation for operational expenses.						
995.584	TRANSFER TO: GOLF COURSE						254,338
	Transfer made to Fund 584 - Golf Course for operational expenses.						
	DEPT '753' TOTAL						893,786

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 901 - CAPITAL OUTLAY							
APPROPRIATIONS							
213-901-974.008 *	APPLERIDGE PARK IMPROVEMENTS			318,201	476,043	5,355	470,688
213-901-974.026 *	CAPITAL /CLUBVIEW PARK IMPROVE		4,593	272,000	272,000	17,673	254,327
213-901-974.034	CAP OUTLAY/SUGARBROOK PARK	4,696	1,460				
213-901-975.520 *	COMM CTR - PARK IMPROVEMENTS		3,600	325,400	325,400	17,186	308,214
213-901-975.587 *	LOONFEATHER PARK	367,187	62,516		102,276	92,651	
213-901-975.600	CAPITAL LANDSCAPE & TREES	5,875	3,937		20,000	19,979	
213-901-976.008 *	CAPITAL OUTLAY - COMMUNITY CT	150,851			300,000	49,929	250,071
213-901-986.009 *	CAPITAL - PATHWAY HURON #1	1,785	722,583	95,833	95,833	850	
213-901-986.010 *	HURON BRIDGE PATHWAY		187,345	243,935	243,935	151,032	
TOTAL APPROPRIATIONS		530,394	986,034	1,255,369	1,835,487	354,655	1,283,300
NET OF REVENUES/APPROPRIATIONS - 901 - CAPITAL OUTLA		(530,394)	(986,034)	(1,255,369)	(1,835,487)	(354,655)	(1,283,300)

* NOTES TO BUDGET: DEPARTMENT 901 CAPITAL OUTLAY

974.008 APPLERIDGE PARK IMPROVEMENTS

470,688

This is for improvements to the Apple Ridge Park Playground and will be funded by CDBG. This is part of the Parks Master Plan.

974.026 CAPITAL /CLUBVIEW PARK IMPROVE

254,327

This is a carry forward for pickle ball courts at Clubview Park. The project has an approved matching Michigan Department of Natural Resources Grant.

975.520 COMM CTR - PARK IMPROVEMENTS

308,214

This is a carry forward for pickle ball courts at Community Center Park. The project has an approved matching Michigan Department of Natural Resources Grant.

975.587 LOONFEATHER PARK

Loonfeather Park was completed in 2023.

976.008 CAPITAL OUTLAY - COMMUNITY CT

250,071

Carry forward for Community Center water damage.

986.009 CAPITAL - PATHWAY HURON #1

Expected to be completed in 2023.

986.010 HURON BRIDGE PATHWAY

Expected to be completed in 2023.

DEPT '901' TOTAL 1,283,300

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
			2024 BUDGET REQUEST				
Dept 906 - DEBT SERVICES							
APPROPRIATIONS							
213-906-991.001 *	DEBT SERVICE HIGHWAYS & STREE	600,000	600,000				
213-906-993.000 *	DEBT SERVC INTEREST HGHWYS/STS	30,250	15,250				
TOTAL APPROPRIATIONS		630,250	615,250				
NET OF REVENUES/APPROPRIATIONS - 906 - DEBT SERVICES		(630,250)	(615,250)				

* NOTES TO BUDGET: DEPARTMENT 906 DEBT SERVICES

991.001 DEBT SERVICE HIGHWAYS & STREE

Final principal payment for road bonds was in 2022. As interest rates drop we will evaluate bonding.

993.000 DEBT SERVC INTEREST HGHWYS/STS

Final interest payment due for road bonds was 2022

ESTIMATED REVENUES - FUND 213	2,095,133	2,033,438	2,846,874	4,850,975	3,392,783	3,588,615
APPROPRIATIONS - FUND 213	1,614,396	2,197,175	2,846,874	4,850,975	1,940,361	3,588,615
NET OF REVENUES/APPROPRIATIONS - FUND 213	480,737	(163,737)			1,452,422	

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 000							
ESTIMATED REVENUES							
216-000-403.001 *	CURRENT TAXES FIRE PENSION	1,881,074	1,618,154	1,254,314	1,254,314	1,262,900	1,468,654
216-000-404.000 *	ESA REIMBURSEMENT PEN	8,716	8,334	6,000	6,000	9,277	8,000
216-000-412.005	DELQUENT PERS PROP-FIRE PENSI	4,968	5,211				
216-000-414.001	CUR PROPERTY TAX ADJ PEN	8,481	3,234			176	
216-000-665.000 *	INTEREST EARNED	45	3,661	3,000	3,000	17,114	8,500
TOTAL ESTIMATED REVENUES		1,903,284	1,638,594	1,263,314	1,263,314	1,289,467	1,485,154
NET OF REVENUES/APPROPRIATIONS - 000 -		1,903,284	1,638,594	1,263,314	1,263,314	1,289,467	1,485,154

* NOTES TO BUDGET: DEPARTMENT 000

403.001 CURRENT TAXES FIRE PENSION

1,468,654

This levy is for the Fire retiree pension and health care. The millage levy increased from prior year from .8100 to .8800 for 2024. The millage is calculated based on the annual required contribution (ARC) amount suggested by the actuary for both the pension and the OPEB (Other Post-Employment Benefits) health care. There was an increase in the ARC for pension and a decrease for OPEB in 2024.

404.000 ESA REIMBURSEMENT PEN

8,000

State calculated reimbursement for personal property loss due to small business exemptions.

665.000 INTEREST EARNED

8,500

Interest earned on cash funds.

DEPT '000' TOTAL 1,485,154

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 336 - FIRE							
APPROPRIATIONS							
216-336-876.003 *	OPEB FUNDING- RETIREE HEALTH	700,000	642,476	366,182	366,182	366,182	288,545
216-336-876.004 *	RETIREMENT-FIRE DEPT	1,191,035	984,011	876,661	876,661	876,661	1,180,082
TOTAL APPROPRIATIONS		1,891,035	1,626,487	1,242,843	1,242,843	1,242,843	1,468,627
NET OF REVENUES/APPROPRIATIONS - 336 - FIRE		(1,891,035)	(1,626,487)	(1,242,843)	(1,242,843)	(1,242,843)	(1,468,627)

* NOTES TO BUDGET: DEPARTMENT 336 FIRE

876.003 OPEB FUNDING- RETIREE HEALTH

288,545

This is for retiree OPEB (Other Post-Employment Benefits) health care obligations. The actuarially determined contribution (ADC) decreased from $366,182 in 2023 to $288,545 in 2024. The OPEB fund is closed to hires as of 1/1/2014. The 2022 OPEB actuarial report shows the funded percentage decreased from 85.1% for FY 2021 to 67.7% for FY 2022. The unfunded liability increased from $1,649,365 FY 2021 to $3,301,790 FY2022 due to investment losses of $2.3M. Request for any revenues that exceed the expenditures will be divided and applied to the pension and OPEB liability fund balance.

876.004 RETIREMENT-FIRE DEPT

1,180,082

This is for retiree pension. The actuarially determined contribution (ADC) increased from $876,661 for FY 2023 to $1,180,082 for FY 2024. The 2022t actuarial report for shows the funded percentage decreased from 83.57% to 79.11%. The unfunded liability increased from $6,162,126 for FY 2023 to $8,173,298 for FY 2024. Request for any revenues that exceed the expenditures will be divided and applied to the pension and OPEB liability fund balance.

DEPT '336' TOTAL 1,468,627

ESTIMATED REVENUES - FUND 216	1,903,284	1,638,594	1,263,314	1,263,314	1,289,467	1,485,154
APPROPRIATIONS - FUND 216	1,891,035	1,626,487	1,242,843	1,242,843	1,242,843	1,468,627
NET OF REVENUES/APPROPRIATIONS - FUND 216	12,249	12,107	20,471	20,471	46,624	16,527

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI
Fund: 217 FIRE SPECIAL MILLAGE CAPITAL FUND

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 000							
ESTIMATED REVENUES							
217-000-403.002 *	CURRENT TAXES CAPITAL IMPROVEMENT	697,646	717,623	746,084	746,084	750,661	
217-000-404.002 *	ESA REIMBURSEMENT CAPITAL IMPROVE	2,254	2,254	2,000	2,000	3,730	
217-000-412.006	DELQUENT PPT-FIRE CAPITAL	1,718	2,169				
217-000-414.011	CUR PROPERTY TAX ADJ CAP IMP	2,893	972			79	
217-000-665.000 *	INTEREST EARNED	55	23,162	3,000	3,000	70,317	10,000
217-000-699.999 *	APPROPRIATED PRIOR YEAR BAL			1,378,456	1,448,456		1,534,869
TOTAL ESTIMATED REVENUES		704,566	746,180	2,129,540	2,199,540	824,787	1,544,869
NET OF REVENUES/APPROPRIATIONS - 000 -		704,566	746,180	2,129,540	2,199,540	824,787	1,544,869

* NOTES TO BUDGET: DEPARTMENT 000

403.002 CURRENT TAXES CAPITAL IMPROVEMENT

The Fire Capital millage levy was completed in 2023. The remaining fund balance for capital will be used and any additional capital projects will now be budgeted in the Fire Fund #206.

404.002 ESA REIMBURSEMENT CAPITAL IMPROVE

State calculated reimbursement for personal property loss due to small business exemptions.

665.000 INTEREST EARNED

10,000

Estimated interest earned on funds.

699.999 APPROPRIATED PRIOR YEAR BAL

1,534,869

This is the amount of funds needed from fund balance to pay for the fire trucks. The beginning Fund Balance for 2024 is estimated at $1,679,937 as of 8/1/2023. The remaining fund balance of approximately $145,086 may be budgeted for additional capital improvement projects.

DEPT '000' TOTAL 1,544,869

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
				2024 BUDGET REQUEST			
Dept 901 - CAPITAL OUTLAY							
APPROPRIATIONS							
217-901-971.008	CAPTL OUTLAY -IMPROVEMENT	14,434	13,115				
217-901-976.005 *	CAPITAL OUTLAY FIRE STATION		27,026	231,000	301,000	59,841	
217-901-979.000 *	CAPITAL OUTLAY FIRE APPARATUS	44,734		1,898,540	1,898,540	353,671	1,544,869
217-901-980.001	COMPUTER/COMM/FURNISHING	15,501					
TOTAL APPROPRIATIONS		74,669	40,141	2,129,540	2,199,540	413,512	1,544,869
NET OF REVENUES/APPROPRIATIONS - 901 - CAPITAL OUTLA		(74,669)	(40,141)	(2,129,540)	(2,199,540)	(413,512)	(1,544,869)

* NOTES TO BUDGET: DEPARTMENT 901 CAPITAL OUTLAY

976.005 CAPITAL OUTLAY FIRE STATION

Budgeted in this line was the Hewitt Station parking lot. This project is estimated to be completed by the end on 2023, no budget for 2024.

979.000 CAPITAL OUTLAY FIRE APPARATUS

1,544,869

2024 Carryforward of 2023 budget - Purchase of two (2) fire truck approved at the July 16, 2022 Board meeting. Trucks will be ordered and delivery date is set for August of 2023. Payment for the trucks will be completed in 2023 for $1,898,540. As of August 2023 a payment of $353,671 was made for equipment to outfit the trucks.

DEPT '901' TOTAL						1,544,869
ESTIMATED REVENUES - FUND 217	704,566	746,180	2,129,540	2,199,540	824,787	1,544,869
APPROPRIATIONS - FUND 217	74,669	40,141	2,129,540	2,199,540	413,512	1,544,869
NET OF REVENUES/APPROPRIATIONS - FUND 217	629,897	706,039			411,275	

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 000							
ESTIMATED REVENUES							
226-000-403.000 *	CURRENT PROPERTY TAXES	2,983,235	3,539,848	3,676,533	3,676,533	3,703,011	3,962,362
226-000-404.001 *	ESA REIMBURSEMENT OP	9,626	23,704	9,600	9,600	29,501	29,000
226-000-412.000 *	DELINQUENT PERS PROPERTY TAX	7,949	10,637				
226-000-414.000	CUR PROPERTY TAX ADJUSTMENTS	11,335	4,170			391	
226-000-547.000	ST of MI EGLE GRANT		322,700				
226-000-581.010	WASHTENAW CTY SOLID WASTE GRANT		40,000				
226-000-584.100	RECYCLING PARTNERSHIP GRANT		240,560				
226-000-642.000 *	SALE OF RECYCLING BINS	1,460					
226-000-665.000 *	INTEREST EARNED	975	23,960	1,000	1,000	77,387	20,000
226-000-676.012 *	INSURANCE REIMBURSEMENTS	1,255	1,637			640	
226-000-683.000 *	OTHER INCOME-MISCELLANEOUS	9,000	7,676	7,500	7,500		10,000
226-000-699.101 *	TRANSFER IN: FROM GENERAL FUND		2,691				
226-000-699.999	APPROPRIATED PRIOR YEAR BAL				280,000		
TOTAL ESTIMATED REVENUES		3,024,835	4,217,583	3,694,633	3,974,633	3,810,930	4,021,362
NET OF REVENUES/APPROPRIATIONS - 000 -		3,024,835	4,217,583	3,694,633	3,974,633	3,810,930	4,021,362

* NOTES TO BUDGET: DEPARTMENT 000

403.000 CURRENT PROPERTY TAXES

3,962,362

Environmental Tax Revenue based on millage levy of 2.3742. The projected revenue is based on taxable value (TV) minus adjustments and renaissance zone TV. Current TV used to project budget is 1,668,925,016 and prior year was 1,548,535,588 for percentage increase of 7.7% in the TV.

404.001 ESA REIMBURSEMENT OP

29,000

Revenue from the reimbursement for ESA (Essential Services Assessment) for personal property due to loss attributed to the small business tax payer exemption and eligible manufacturing personal property. The reimbursement is calculated by the State of Michigan and is received in February.

412.000 DELINQUENT PERS PROPERTY TAX

Delinquent personal property revenue collected by the Treasurer.

642.000 SALE OF RECYCLING BINS

No longer sell small recycling bins.

665.000 INTEREST EARNED

20,000

Interest earned on bank accounts. Figures provided by the Accounting Director.

676.012 INSURANCE REIMBURSEMENTS

Some years we receive dividends back from MML Workers Comp and/or Insurance Liability.

683.000 OTHER INCOME-MISCELLANEOUS

10,000

Funds received from Washtenaw County Sheriff’s for reimbursement of the Helpful Handbook sent to the residents.

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI
Fund: 226 ENVIRONMENTAL SERVICES FUND

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 000							
699.101	TRANSFER IN: FROM GENERAL FUND						
	Nothing budgeted for 2024.						
	DEPT '000' TOTAL						4,021,362

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 528 - ENVIRONMENTAL							
APPROPRIATIONS							
226-528-705.000 *	SALARY - SUPERVISION	92,974	49,872	49,944	32,944	10,507	49,945
226-528-706.000 *	SALARY - PERMANENT WAGES	98,945	104,496	107,064	107,064	87,205	110,507
226-528-708.004 *	SALARIES PAY OUT-PTO&SICKTIME	11,652					
226-528-708.010 *	HEALTH INS BUYOUT	2,250					
226-528-709.000 *	REG OVERTIME	420	108	2,000	2,000	221	2,000
226-528-715.000 *	F.I.C.A./MEDICARE	15,533	11,640	12,165	12,165	7,397	12,428
226-528-718.000 *	MERS RETIREMENT	23,265	7,978	7,236	7,236	5,422	7,424
226-528-718.001 *	RETIREMENT HEALTH CARE SAVINGS	1,945	2,249	3,250	3,250	1,922	3,250
226-528-719.000 *	HEALTH INSURANCE	42,412	46,418	50,118	50,118	37,002	47,360
226-528-719.003 *	EMPLOYEE PAID HEALTH CONTRA	(2,850)	(3,300)	(3,300)	(3,300)		(3,300)
226-528-719.015 *	DENTAL BENEFITS	2,442	1,920	1,908	1,908	1,151	1,996
226-528-719.016 *	VISION BENEFITS	648	481	470	470	333	503
226-528-719.020 *	HEALTH CARE DEDUCTION	6,168	4,020	12,853	12,853	7,354	12,582
226-528-719.021 *	ADMIN FEE - HEALTH DEDUCTIBLE	183	190	225	225	197	240
226-528-719.022 *	DISABILITY INSURANCE	1,054	726	754	754	545	764
226-528-719.023 *	LIFE INSURANCE	680	574	567	567	425	578
226-528-719.030 *	WORKERS COMPENSATION	5,262	4,330	4,432	4,432	1,956	5,495
226-528-727.000 *	OFFICE SUPPLIES	703	307	1,000	1,000	479	1,000
226-528-727.008 *	RECYCLE BINS NEW HOMEOWNERS	1,412	5				
226-528-730.000 *	POSTAGE	16,461	21,117	25,000	25,000	9,518	25,000
226-528-741.000 *	UNIFORMS - BOOTS & LAUNDRY	229	366	500	500	113	500
226-528-757.000 *	OPERATING SUPPLIES			1,300	1,300	230	1,300
226-528-760.000 *	PPE & FIRST AID SUPPLIES			250	250		250
226-528-776.000 *	MAINTENANCE SUPPLIES			500	500		500
226-528-800.001 *	ADMINSTRATION FEES	22,405	18,978	20,417	20,417	17,014	16,935
226-528-804.000 *	CONTRACTUAL/ROLLOFF DISPOSAL	16,834	17,706	19,295	19,295	14,761	20,067
226-528-804.001 *	CONTRACTUAL/RUBBISH PICKUP	1,484,483	1,535,142	1,585,244	1,585,244	1,191,962	1,645,078
226-528-804.003 *	CONTRACTUAL/YARDWASTE PICKUP	406,751	422,038	435,942	435,942	325,917	452,397
226-528-804.004 *	TWP DISPOSAL FEE	185,449	203,237	220,000	220,000	234,894	230,000
226-528-804.006 *	RECYCLING DISPOSAL	13,845	14,998	14,000	14,000	9,013	14,000
226-528-804.007 *	RECYCLING PICK-UP CURBSIDE	526,671	546,275	564,743	564,743	423,602	586,059
226-528-804.008 *	CURBSIDE RECYCLING DISPOSAL	148,412	165,387	222,854	222,854	96,916	300,000
226-528-818.000 *	CONTRACTUAL SERVICES		65,102	40,000	320,000	237,368	250,000
226-528-818.017 *	SHREDDING - TIRES	650	650	1,500	1,500	750	1,500
226-528-867.000 *	GAS & OIL	102	393	500	500		500
226-528-867.200 *	GAS & OIL - YCUA			500	500		500
226-528-876.003 *	OPEB FUNDING- RETIREE HEALTH	19,091					
226-528-900.000 *	PUBLISHING	45,040	58,609	40,000	40,000	16,740	50,000
226-528-933.000 *	EQUIPMENT MAINTENANCE	1,660		3,000	3,000	798	3,000
226-528-935.000 *	MOTORPOOL-MISC REPAIR			2,500	19,500	18,179	2,500
226-528-939.000 *	AUTO MAINTENANCE		500	3,500	3,500		3,500
226-528-943.000 *	MOTORPOOL INTERNAL	6,685	6,685	5,257	5,257	3,804	564
226-528-955.001 *	INSURANCE & BOND FLEET	7,146	7,311	7,692	7,692	6,208	7,844
226-528-956.000 *	MISCELLANEOUS	225		500	500		500
226-528-958.000 *	MEMBERSHIP AND DUES		375	5,000	5,000	388	5,000
226-528-960.000 *	EDUCATION AND TRAINING	5,599	5,740	10,000	10,000	700	10,000
TOTAL APPROPRIATIONS		3,212,836	3,322,623	3,480,680	3,760,680	2,770,991	3,880,266
NET OF REVENUES/APPROPRIATIONS - 528 - ENVIRONMENTAL		(3,212,836)	(3,322,623)	(3,480,680)	(3,760,680)	(2,770,991)	(3,880,266)

* NOTES TO BUDGET: DEPARTMENT 528 ENVIRONMENTAL

705.000	SALARY - SUPERVISION	49,945

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 528 - ENVIRONMENTAL							
	Salary for the Municipal Services Director to be split 50% in General Fund 101-752-705.000 Residential Services and 50% in the Environmental Services Fund. A 3 % increase plus longevity was added to all employees for 2024.						
706.000	SALARY - PERMANENT WAGES						110,507
	Salaries for 75% of two (2) Floater II/ Clerk III positions and 50% of a Mechanic, all TPOAM positions. 3% increase plus longevity is budgeted for 2024						
708.004	SALARIES PAY OUT-PTO&SICKTIME						
	Used for payout of PTO time for employees that have available hours accumulated or request a payout due to an emergency. Amounts are paid at 75%. This is brought back to the board for a budget amendment.						
708.010	HEALTH INS BUYOUT						
	Health insurance buyout for employees who receive health insurance through another source.						
709.000	REG OVERTIME						2,000
	Overtime expenses for the department.						
715.000	F.I.C.A./MEDICARE						12,428
	Figures provided by the Accounting Director.						
718.000	MERS RETIREMENT						7,424
	Allocation of annual required contribution (ARC) provided by Accounting Director. Overall Township ARC increased by an estimate of 9.5%						
718.001	RETIREMENT HEALTH CARE SAVINGS						3,250
	Amount placed into a health care savings account for future use in health care expense for employees hired after 1/1/2014. The annual amount per employee per contract is $1,300						
719.000	HEALTH INSURANCE						47,360
	There was a 5.5% decrease in the health insurance premium for 2024. Provided by HR.						
719.003	EMPLOYEE PAID HEALTH CONTRA						(3,300)
	Amount employees pay toward their health care coverage.						
719.015	DENTAL BENEFITS						1,996
	There was a 4.6% increase in dental premium for 2024. Provided by HR						
719.016	VISION BENEFITS						503

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 528 - ENVIRONMENTAL							
	An actual increase of 7% for 2 year rate guarantee from 9/1/23 to 8/31/2025. Numbers provided by HR						
719.020	HEALTH CARE DEDUCTION						12,582
	Cost to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. Provided by Accounting Director.						
719.021	ADMIN FEE - HEALTH DEDUCTIBLE						240
	Cost to manage card used to pay the health care deductibles, administered by Clarity Benefits. Provided by Accounting Director.						
719.022	DISABILITY INSURANCE						764
	An estimated increase of 2% for 2024. Numbers provided by HR						
719.023	LIFE INSURANCE						578
	An estimated increase of 2% for 2024. Numbers provided by HR						
719.030	WORKERS COMPENSATION						5,495
	Workers Comp allocation based on type work performed and number of employees in the department. Budget was based on a percentage of the full 2024 workers comp estimate of $173,069. A credit is usually given at year end - Not guaranteed. Provided by Accounting Director						
727.000	OFFICE SUPPLIES						1,000
	Office supplies for the department.						
727.008	RECYCLE BINS NEW HOMEOWNERS						
	Nothing budgeted for 2024. Purchased and delivered large bins to each home owner. We have enough new bins for new homeowners in stock.						
730.000	POSTAGE						25,000
	Used for a portion of the cost of the annual mailing of the Helpful Handbook, and magnets. No change for 2024						
741.000	UNIFORMS - BOOTS & LAUNDRY						500
	Cost for uniforms, boots and laundry services. TPOAM union employees receive a flat amount to purchase boots and uniforms as per contract. All others who require boots or uniforms will receive a reimbursement not to exceed agreed upon amount. Laundry service is for towels, rugs, mats, etc.						
757.000	OPERATING SUPPLIES						1,300
	Used to purchase supplies.						
760.000	PPE & FIRST AID SUPPLIES						

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 528 - ENVIRONMENTAL							
							250
	No change for 2024.						
776.000	MAINTENANCE SUPPLIES						
							500
	Used to purchase safety supplies.						
800.001	ADMINSTRATION FEES						
							16,935
	Admin fees are paid to the General Fund for service provided by Human Resource, Accounting, Computer Tech, Auditing and other support personnel and shared expenses. Allocations are based on wages of the support and maintenance staff, floor space, staffing levels, computers, phones, etc. Provided by the Account Director.						
804.000	CONTRACTUAL/ROLLOFF DISPOSAL						
							20,067
	Cost of the trash dumpsters at the Civic Center, Ford Lake Park, Golf Course and the Community Center. 4% increase on fiscal year October 1st to September 30 per contract.						
804.001	CONTRACTUAL/RUBBISH PICKUP						
							1,645,078
	Covers the “per resident” fee of $8.98 for 9 months and $9.33 for 3 months paid to Waste Management for curbside pickup. 4% increase on fiscal year October 1st to September 30 per contract.						
804.003	CONTRACTUAL/YARDWASTE PICKUP						
							452,397
	Covers the “per resident” fee of $2.47 for 9 months and $2.57 for 3 months paid to Waste Management for yard waste pickup. 4% increase on fiscal year October 1st to September 30 per contract.						
804.004	TWP DISPOSAL FEE						
							230,000
	Fees charged for disposal of yard waste from Waste Management and other contractors at compost site. Budgeting increase for 2024.						
804.006	RECYCLING DISPOSAL						
							14,000
	Cost of hauling recycling roll off containers from Compost Site to Great Lakes.						
804.007	RECYCLING PICK-UP CURBSIDE						
							586,059
	Covers the “per resident” fee of $3.20 for 9 months and $3.32 for 3 months paid to Waste Management for recycle pickup. 4% increase on fiscal year October 1st to September 30 per contract.						
804.008	CURBSIDE RECYCLING DISPOSAL						
							300,000
	Per ton fee paid for (or received from) recycling collected by Waste Management. Cost is dependent on the market for recyclables and contamination of recycling materials.						

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 528 - ENVIRONMENTAL							
818.000	CONTRACTUAL SERVICES						250,000
	Potential contracted chipping services.						
818.017	SHREDDING - TIRES						1,500
	Cost to dispose of tires throughout the Township.						
867.000	GAS & OIL						500
	WEX/Fuelcloud; used for fuel.						
867.200	GAS & OIL - YCUA						500
	Cost of fuel purchased from YCUA facility for our equipment						
876.003	OPEB FUNDING- RETIREE HEALTH						
	Moved to 226-528-718.003						
900.000	PUBLISHING						50,000
	Printing and mailing of the Helpful Handbook and magnets mailed annually to the residents. Increase needed for educational mailing. The Washtenaw County Sheriff's Office contributes approximately $10,000.						
933.000	EQUIPMENT MAINTENANCE						3,000
	Cost to repair equipment.						
935.000	MOTORPOOL-MISC REPAIR						2,500
	Covers miscellaneous vehicle repair above normal MotorPool maintenance. Provided by Accounting Director						
939.000	AUTO MAINTENANCE						3,500
	Covers the cost of annual inspections and fees for trucks, trailers, etc.						
943.000	MOTORPOOL INTERNAL						564
	Vehicle & Maintenance MotorPool Allocation - Figures provided by the Accounting Director.						
955.001	INSURANCE & BOND FLEET						7,844
	Insurance for buildings, equipment, and vehicles. Provided by the Accounting Director.						
956.000	MISCELLANEOUS						

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 528 - ENVIRONMENTAL							
							500
	Miscellaneous expenditures for department.						
958.000	MEMBERSHIP AND DUES						
							5,000
	This is for membership with Washtenaw Regional Resource Management Authority (WRRMA).						
960.000	EDUCATION AND TRAINING						
							10,000
	Education and training related to recycling or trash collection, storm water, etc.						
	DEPT '528' TOTAL						3,880,266

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 901 - CAPITAL OUTLAY							
APPROPRIATIONS							
226-901-978.060	RECYCLE CART PROJECT		877,804				
TOTAL APPROPRIATIONS			877,804				
NET OF REVENUES/APPROPRIATIONS - 901 - CAPITAL OUTLA			(877,804)				
ESTIMATED REVENUES - FUND 226		3,024,835	4,217,583	3,694,633	3,974,633	3,810,930	4,021,362
APPROPRIATIONS - FUND 226		3,212,836	4,200,427	3,480,680	3,760,680	2,770,991	3,880,266
NET OF REVENUES/APPROPRIATIONS - FUND 226		(188,001)	17,156	213,953	213,953	1,039,939	141,096

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI
Fund: 230 RECREATION FUND

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 000							
ESTIMATED REVENUES							
230-000-528.001 *	OTHER FEDERAL GRANT - ADDITIONAL	4,360	5,654	8,000	8,000	7,178	8,000
230-000-630.000 *	RECREATION/ADULT SPORTS	11,451	18,052	17,000	17,000	18,806	18,000
230-000-631.000 *	RECREATION/YOUTH SPORTS	72,456	59,458	56,000	56,000	63,258	60,000
230-000-631.001 *	REC/YOUTH SPORTS CLASSES	1,606	27,390	25,000	25,000	15,633	20,000
230-000-631.002 *	REC/YOUTH ENRICH CLASSES	294	28,080	30,000	30,000	31,280	32,000
230-000-632.000 *	RECREATION/DANCE	18,868	17,858	12,515	12,515	14,427	15,000
230-000-634.000	RECREATION/DAY CAMP	845					
230-000-634.001 *	RECREATION/SPECIAL EVENTS		310	2,000	2,000	495	10,000
230-000-635.000 *	REC/50 & BEYOND DUES	9,974	11,620	11,000	11,000	17,763	15,000
230-000-635.001 *	REC/50 & BEYOND TRIP FEE	18	23,944	22,000	22,000	23,834	22,000
230-000-636.000 *	RECREATION/ADULT CLASSES	17,942	28,759	32,000	32,000	19,485	32,000
230-000-637.000 *	REC/50 & BEYOND ACTIVITY FEES	618	2,437	4,000	4,000	3,993	5,000
230-000-637.001 *	MISCELLANEOUS	498	163	200	200	150	200
230-000-637.002 *	BUILDING RENTAL FEES	49,110	52,191	35,000	35,000	31,883	45,000
230-000-637.003 *	FIELD RENTAL FEES	278	14,630	15,000	15,000	15,565	15,000
230-000-637.004 *	FORD LAKE GATE FEES	61,268	72,868	60,000	60,000	73,937	70,000
230-000-637.005 *	PARK SHELTER RENT FEES	13,565	11,720	12,000	12,000	12,059	13,000
230-000-642.005 *	SALES FOOD & BEVERAGE	1,350	5,754	5,000	5,000	4,749	6,000
230-000-642.009 *	SALES OF MERCHANDISE						3,500
230-000-665.000 *	INTEREST EARNED	11	747	200	200	3,930	700
230-000-674.000 *	CONTRIBUTIONS & DONATIONS	6,058	12,650	5,150	5,150		3,000
230-000-674.010	GRANTS - PRIVATE & NONPROFIT		3,000				
230-000-675.003 *	SERAFINSKI SCHOLARSHIP			5,000	5,000		5,000
230-000-675.007 *	CONTRIBUTION - JAZZ FESTIVAL			5,000	10,000	10,000	10,000
230-000-675.008 *	CONTRIBUTIONS - ROSIE & ART IN TH		2,500	2,500	4,500	5,215	2,500
230-000-675.400 *	DONATIONS - SENIOR LUNCH	1,005	3,981	2,416	2,416	3,713	3,000
230-000-676.012 *	INSURANCE REIMBURSEMENTS	1,549	1,778			695	
230-000-683.000	OTHER INCOME-MISCELLANEOUS		(39)				
230-000-699.101 *	TRANSFER IN: FROM GENERAL FUND		4,306				104,453
230-000-699.213 *	TRANSFER IN: FROM BSRII FUND	330,000	300,000	405,354	405,354	350,000	402,542
TOTAL ESTIMATED REVENUES		603,124	709,811	772,335	779,335	728,048	920,895
NET OF REVENUES/APPROPRIATIONS - 000 -		603,124	709,811	772,335	779,335	728,048	920,895

* NOTES TO BUDGET: DEPARTMENT 000

528.001 OTHER FEDERAL GRANT - ADDITIONAL

8,000

Revenues received for Senior Nutrition Grant Program, a Federal Program through the County. We serve approximately 250 meals monthly.

630.000 RECREATION/ADULT SPORTS

18,000

Revenues generated from adult sports programs (softball, soccer, tennis, cornhole). Recommend slight increase due to league growth.

631.000 RECREATION/YOUTH SPORTS

60,000

Revenues generated from youth sports leagues (t-ball, coach pitch, baseball, basketball, soccer). Recommend increase due to participation increase.

631.001 REC/YOUTH SPORTS CLASSES

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 000							
							20,000
	Revenues generated from Youth Sport Classes (Bball Skills LLC, Tennis, Skyhawks Sports Classes and Camps). Decrease due to basketball program (Grind Now Shine Later) ending.						
631.002	REC/YOUTH ENRICH CLASSES						
							32,000
	Revenues generated from classes for youth (JAR, Karate, art classes). Increase revenue projection due to 2023 numbers.						
632.000	RECREATION/DANCE						
							15,000
	Revenues generated from youth dance classes. Slight increase due to participation in 2023.						
634.001	RECREATION/SPECIAL EVENTS						
							10,000
	Revenues generated from special events where a fee is charged. Increase due to added position dedicated to special events.						
635.000	REC/50 & BEYOND DUES						
							15,000
	Revenues generated from annual “50 & Beyond” member dues (individual & family memberships offered).						
635.001	REC/50 & BEYOND TRIP FEE						
							22,000
	Revenues generated from 50 & Beyond trips. Funds were previously collected by outside agencies, they are now collected by Recreation Department						
636.000	RECREATION/ADULT CLASSES						
							32,000
	Revenues generated from adult enrichment programs/classes (Art classes, Yoga, Zumba, Urban Ballroom, Pilates, etc). No change.						
637.000	REC/50 & BEYOND ACTIVITY FEES						
							5,000
	Revenues generated from programs offered to "50 & Beyond" group.						
637.001	MISCELLANEOUS						
							200
	Non-Program revenues. No change for 2024.						
637.002	BUILDING RENTAL FEES						
							45,000
	Revenues generated from room & gym rentals. Includes revenue from WCC contract. In 2023 rooms were shut down due to damage by pipe burst. Increase for 2024 due to WCC contract increase.						
637.003	FIELD RENTAL FEES						

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 000							
							15,000
	Revenues generated from athletic field rentals (Community Center Ball Fields, Ford Heritage Ball and Soccer Fields, North Bay Field, Ford Lake Park Field).						
637.004	FORD LAKE GATE FEES						
							70,000
	Revenues generated from park gate fees (annual & daily fees collected from the sale of park & boat permits). Increased due to jazz concert series revenue.						
637.005	PARK SHELTER RENT FEES						
							13,000
	Revenues generated from park shelter rentals. Slight Increase for 2024 due to allowing Sunday rentals again.						
642.005	SALES FOOD & BEVERAGE						
							6,000
	Revenues generated from the sale of snacks - prepackaged items (Gatorade, Pop, chips) Increase for 2024 due to current years revenues.						
642.009	SALES OF MERCHANDISE						
							3,500
	Revenues generated from the sale of merchandise - water bottles, shirts, items for sports programs (balls, shin guards, etc.). New for 2024						
665.000	INTEREST EARNED						
							700
	Interest earned from Recreation Fund.						
674.000	CONTRIBUTIONS & DONATIONS						
							3,000
	Revenues received from individuals, businesses and organizations who donate to the department. Donations are usually earmarked for a specific item or program.						
675.003	SERAFINSKI SCHOLARSHIP						
							5,000
	Revenue generated by the awarding of Serafinski Scholarship Funds to participants to use to register for classes.						
675.007	CONTRIBUTION - JAZZ FESTIVAL						
							10,000
	This line is for the expected contributions for the Jazz Festival.						
675.008	CONTRIBUTIONS - ROSIE & ART IN THE PARK						
							2,500
	This line is for the expected contributions for the Rosie Show and other community art projects.						
675.400	DONATIONS - SENIOR LUNCH						
							3,000
	Revenues generated from Senior daily lunches						

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 000							
676.012	INSURANCE REIMBURSEMENTS						
	Some years we receive dividends back from MML Workers Comp and/or Insurance Liability.						
699.101	TRANSFER IN: FROM GENERAL FUND						104,453
	This is the wages and fringes for the new position of the Community Events Manager that will be transferred in from the General Fund						
699.213	TRANSFER IN: FROM BSRII FUND						402,542
	Funds from BSRII Fund are transferred into the Rec Fund budget to support the expenditure side of the budget.						
	DEPT '000' TOTAL						920,895

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 754 - RECREATION							
APPROPRIATIONS							
230-754-705.000 *	SALARY - SUPERVISION	70,195	75,319	77,250	77,250	50,466	75,000
230-754-706.000 *	SALARY - PERMANENT WAGES	77,960	149,610	160,594	160,594	137,411	241,579
230-754-707.000 *	SALARY - TEMPORARY/SEASONAL	6,619	3,862	6,000	3,000	305	2,000
230-754-707.075 *	SALARY - TEMP SPORTS PROGRAM	1,350	3,673	8,000	8,000	5,081	6,000
230-754-707.100 *	SALARY - TEMP COMM CENTER STAFF	8,811	7,646	15,000	15,000	9,332	9,000
230-754-707.200 *	SALARY - TEMP DANCE STAFF	6,376	3,193	5,000	3,000	1,862	4,000
230-754-707.775 *	SALARY - TEMP. FORD LAKE PARK	30,908	53,372	60,000	60,000	56,784	70,000
230-754-708.004 *	SALARIES PAY OUT-PTO&SICKTIME	2,147					
230-754-709.000 *	REG OVERTIME	1,980	5,269	250	250	94	250
230-754-715.000 *	F.I.C.A./MEDICARE	12,093	18,481	19,577	19,577	19,573	31,429
230-754-718.000 *	MERS RETIREMENT	13,571	8,837	10,381	10,381	7,928	13,923
230-754-718.001 *	RETIREMENT HEALTH CARE SAVINGS	2,156	3,700	3,900	3,900	2,883	5,200
230-754-718.002 *	DEFERRED COMPENSATION	720	1,029	1,222	1,222	53	
230-754-719.000 *	HEALTH INSURANCE	36,200	54,154	61,548	61,548	72,538	83,088
230-754-719.003 *	EMPLOYEE PAID HEALTH CONTRA	(3,125)	(4,050)	(4,200)	(4,200)		(6,000)
230-754-719.015 *	DENTAL BENEFITS	1,258	2,883	2,973	2,973	3,149	4,475
230-754-719.016 *	VISION BENEFITS	729	551	593	593	698	901
230-754-719.020 *	HEALTH CARE DEDUCTION	4,248	4,917	14,805	14,805	12,783	20,720
230-754-719.021 *	ADMIN FEE - HEALTH DEDUCTIBLE	137	277	252	252	214	384
230-754-719.022 *	DISABILITY INSURANCE	910	968	872	872	1,065	1,185
230-754-719.023 *	LIFE INSURANCE	586	756	681	681	832	925
230-754-719.025	UNEMPLOYMENT EXPENSE		73				
230-754-719.030 *	WORKERS COMPENSATION	5,377	4,124	7,045	7,045	2,966	7,797
230-754-727.000 *	OFFICE SUPPLIES	408	1,042	1,200	1,200	1,007	1,500
230-754-730.000 *	POSTAGE	4,118	1,479	4,000	4,000	2,241	14,000
230-754-740.000 *	OPERATING SUPPLIES	996	268	700	700	172	700
230-754-757.008 *	COST OF SALES FOOD & BEV	730	3,516	3,000	4,000	2,839	4,000
230-754-757.009 *	COST OF SALES MERCHANDISE						3,000
230-754-760.000 *	PPE & FIRST AID SUPPLIES	109	439	300	300	533	300
230-754-776.003 *	MAINT SUPPLIES - COMMUNITY CT	3,658	5,279	5,000	5,000	4,301	5,000
230-754-800.001 *	ADMINSTRATION FEES	21,488	22,141	21,521	21,521	17,934	22,173
230-754-818.000 *	CONTRACTUAL SERVICES	20,845	23,463	30,000	37,000	35,457	35,000
230-754-818.002 *	CONTRACTUAL SERVICES COMM CEN	17,510	17,035	16,500	16,500	13,881	17,000
230-754-818.018 *	CONTRACTUAL - SPORTS OFFICIALS		7,512	6,000	9,750	8,195	7,500
230-754-818.100 *	CONTRACTUAL - SPORTS PROGRAM		15,833	19,000	10,300	9,271	15,000
230-754-844.001 *	SENIOR NUTRITION PROGRAM	1,734	7,760	10,300	700	688	1,000
230-754-850.000 *	TELEPHONE	1,167	1,697	1,900	1,900	323	1,900
230-754-867.000 *	GAS & OIL	2,432	4,218	5,000	5,000	3,738	5,000
230-754-876.003 *	OPEB FUNDING- RETIREE HEALTH	15,322					
230-754-880.000 *	COMMUNITY PROMOTION	23,036	1,426	15,000	13,500	12,172	27,000
230-754-920.003 *	UTILITIES - COMMUNITY CENTER	51,234	63,353	58,000	58,000	40,635	58,000
230-754-931.003 *	REPAIRS COMMUNITY CENTER	1,443	1,516	1,700	1,700	348	1,700
230-754-931.021 *	NON RECURRING R & M-COMM CTR	45,482	23,762	10,000	13,000	10,555	10,000
230-754-933.001 *	MAINTENANCE CONTRACTS	1,210	2,247	5,000	5,000	1,004	5,000
230-754-935.000 *	MOTORPOOL-MISC REPAIR	2,127	8,998	7,000	7,000	3,943	7,000
230-754-943.000 *	MOTORPOOL INTERNAL	31,064	15,969	15,969	15,969	10,844	9,850
230-754-955.001 *	INSURANCE & BOND FLEET	7,758	7,938	8,352	8,352	6,737	8,516
230-754-957.000 *	BANK CHARGES	5,998	11,809	7,000	7,000	14,241	10,000
230-754-958.000 *	MEMBERSHIP AND DUES	350	375	400	400	388	400
230-754-963.100 *	REC YOUTH SPORTS PROG	14,436	14,882	17,000	21,350	20,352	17,000
230-754-963.150 *	REC ADULT SPORTS PROG	1,331	5,022	1,500	2,100	1,930	1,500
230-754-963.200 *	REC DANCE PROGRAM	9,155	11,395	12,000	12,000	7,449	12,000
230-754-963.400 *	REC ENRICHMENT PROGRAMS	12,813	9,731	2,500	100	25	2,000
230-754-963.500 *	REC SENIOR PROGRAMS	3,077	5,114	2,250	2,250	2,435	3,000
230-754-963.600 *	SPECIAL EVENTS - ROSIE	917	7,743	2,500	4,500	2,540	3,000
230-754-963.601 *	50 & BEYOND TRIPS		22,399	20,000	26,000	16,158	20,000

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 754 - RECREATION							
APPROPRIATIONS							
230-754-963.602 *	SPECIAL EVENTS - RECREATION		609	5,000	5,000	4,863	10,000
230-754-963.603 *	SPECIAL EVENT - JAZZ FESTIVAL		6,639	5,000	11,500	11,339	10,000
230-754-974.022	SENIOR REC CENTER - EQUIPMENT	10,289					
TOTAL APPROPRIATIONS		593,443	731,253	772,335	779,335	654,555	920,895
NET OF REVENUES/APPROPRIATIONS - 754 - RECREATION		(593,443)	(731,253)	(772,335)	(779,335)	(654,555)	(920,895)

* NOTES TO BUDGET: DEPARTMENT 754 RECREATION

705.000	SALARY - SUPERVISION	
	Salary for the Recreation Services Manager, this will be a new hire from the end of 2023.	75,000
706.000	SALARY - PERMANENT WAGES	
	Salaries for one Community Events Manager, two (2) Recreation Coordinators, both Teamster Union members and four (4) part time Building Attendant positions. A 3 % increase plus longevity was added to all employees for 2024. The wages and fringes for the Community Events Manager will come as a transfer from the General Fund.	241,579
707.000	SALARY - TEMPORARY/SEASONAL	
	These part-time positions teach, assist, coordinate and supervise our programs. Employees ranging $15 to $20 per hour or a flat amount for program.	2,000
707.075	SALARY - TEMP SPORTS PROGRAM	
	This part time positions are specific to the sports program. Includes one (1) Sports Assistant	6,000
707.100	SALARY - TEMP COMM CENTER STAFF	
	These positions include Senior Aide and Bus Driver.	9,000
707.200	SALARY - TEMP DANCE STAFF	
	This line funds the Dance Coordinator. 1 (One) individual at $18-22 per hour. Decreased for 2024 due to moving the instructors to contracted out of the Dance expense line 230-754-963.200.	4,000
707.775	SALARY - TEMP. FORD LAKE PARK	
	Includes Park Rangers & Park Attendants. Usually 14-17 employees. Increase due to higher usage of parks for events such as jazz concert series.	70,000
708.004	SALARIES PAY OUT-PTO&SICKTIME	
	Used for payout of PTO time for employees that have available hours accumulated or request a payout due to an emergency. Amounts are paid at 75%. This is brought back to the board for a budget amendment.	
709.000	REG OVERTIME	

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 754 - RECREATION							
	Overtime costs for the department.						250
715.000	F.I.C.A./MEDICARE						31,429
	Figures provided by the Accounting Director.						
718.000	MERS RETIREMENT						13,923
	Allocation of annual required contribution (ARC) provided by Accounting Director. Overall Township ARC increased by an estimate of 9.5%						
718.001	RETIREMENT HEALTH CARE SAVINGS						5,200
	Amount placed into health care savings account for future use in health care expenses. This is for employees in the department who were hired after 1/1/14.						
718.002	DEFERRED COMPENSATION						
	No longer using deferred compenstion - using FICA/Medicare completely						
719.000	HEALTH INSURANCE						83,088
	There was a 5.5% decrease in the health insurance premium for 2024. Provided by HR.						
719.003	EMPLOYEE PAID HEALTH CONTRA						(6,000)
	Amount employees pay toward their health care coverage.						
719.015	DENTAL BENEFITS						4,475
	There was a 4.6% increase in dental premium for 2024. Provided by HR						
719.016	VISION BENEFITS						901
	An actual increase of 7% for 2 year rate guarantee from 9/1/23 to 8/31/2025. Numbers provided by HR						
719.020	HEALTH CARE DEDUCTION						20,720
	Cost to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. Provided by Accounting Director.						
719.021	ADMIN FEE - HEALTH DEDUCTIBLE						384
	Cost to manage card used to pay the health care deductibles, administered by Clarity Benefits. Provided by Accounting Director.						
719.022	DISABILITY INSURANCE						

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 754 - RECREATION							
	An estimated increase of 2% for 2024. Numbers provided by HR						1,185
719.023	LIFE INSURANCE						
	An estimated increase of 2% for 2024. Numbers provided by HR						925
719.030	WORKERS COMPENSATION						
	Workers Comp allocation based on type work performed and number of employees in the department. Budget was based on a percentage of the full 2024 workers comp estimate of $173,069. A credit is usually given at year end - Not guaranteed. Provided by Accounting Director.						7,797
727.000	OFFICE SUPPLIES						
	Office supplies for the department. Slight increase for 2024 due to rising costs.						1,500
730.000	POSTAGE						
	Cost of Recreation Department mailings, increased due to recreation guide.						14,000
740.000	OPERATING SUPPLIES						
	Supplies and equipment needed to operate programs and services.						700
757.008	COST OF SALES FOOD & BEV						
	Cost of snacks and beverage sold at the Recreation Department. Increase in 2024 due to sales in 2023.						4,000
757.009	COST OF SALES MERCHANDISE						
	Cost of merchandise to be sold at the Recreation Department. New for 2024.						3,000
760.000	PPE & FIRST AID SUPPLIES						
	Covers all PPE, first aid supplies, and other supplies required by OSHA.						300
776.003	MAINT SUPPLIES - COMMUNITY CT						
	Custodial supplies for Community Center. No change for 2024.						5,000
800.001	ADMINSTRATION FEES						
	Admin fees are paid to the General Fund for service provided by Human Resource, Accounting, Computer Tech, Auditing and other support personnel and shared expenses. Allocations are based on wages of the support and maintenance staff, floor space, staffing levels, computers, phones, etc. Provided by the Account Director.						22,173
818.000	CONTRACTUAL SERVICES						

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 754 - RECREATION							
							35,000
	Payments from this line item are for non-sports contractual instructors (Art, Jump-a-Rama, Yoga, Karate). Projected expense increased due to adding new programs.						
818.002	CONTRACTUAL SERVICES COMM CEN						
							17,000
	Maintenance of the Community Center.						
818.018	CONTRACTUAL - SPORTS OFFICIALS						
							7,500
	Payments made from this line item are to sports officials for Adult Leagues. Softball and Soccer during the spring-fall seasons.						
818.100	CONTRACTUAL - SPORTS PROGRAM						
							15,000
	Payments made from this line item are to companies we contract for sports instruction (I. E. BBall SKills and Tennis Lessons).						
844.001	SENIOR NUTRITION PROGRAM						
							1,000
	Cost of individual that serves meals for the Senior Nutrition Program, reimbursed by a grant.						
850.000	TELEPHONE						
							1,900
	Telephone services at the Community Center.						
867.000	GAS & OIL						
							5,000
	Fuel for Township bus, two trucks (for the rangers’ use), Township Senior van and Recreation Department vehicle.						
876.003	OPEB FUNDING- RETIREE HEALTH						
	All employees hired before 2014 have retired.						
880.000	COMMUNITY PROMOTION						
							27,000
	Cost of promotion through Constant Contact (web-based newsletter program), Rec Guide, Program Advertising, etc.						
920.003	UTILITIES - COMMUNITY CENTER						
							58,000
	Utility costs at the Community Center.						
931.003	REPAIRS COMMUNITY CENTER						
							1,700
	Cost of maintenance supplies and repairs to the Community Center.						
931.021	NON RECURRING R & M-COMM CTR						

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 754 - RECREATION							
							10,000
	Cost of unexpected “one time” repairs throughout the year.						
933.001	MAINTENANCE CONTRACTS						
							5,000
	Maintenance agreement with Ricoh for copier.						
935.000	MOTORPOOL-MISC REPAIR						
							7,000
	Covers miscellaneous vehicle repair above normal MotorPool maintenance. Provided by Accounting Director						
943.000	MOTORPOOL INTERNAL						
							9,850
	Lease and maintenance cost of recreation department vehicles including Township senior bus, senior van, Ford Escape and two Ford trucks. The senior bus was paid off in 2021. Figures provided by Accounting Director.						
955.001	INSURANCE & BOND FLEET						
							8,516
	Insurance for buildings, equipment, and vehicles. Provided by the Accounting Director.						
957.000	BANK CHARGES						
							10,000
	Processing fees for accepting credit cards. This cost is built into program fees. Figures provided by the Accounting Director.						
958.000	MEMBERSHIP AND DUES						
							400
	Membership dues paid for staff, Park Commissioners and department for the Michigan Recreation & Park Association.						
963.100	REC YOUTH SPORTS PROG						
							17,000
	Cost of supplies needed to operate Youth Sports (including renting gym space, uniforms and equipment for programs).						
963.150	REC ADULT SPORTS PROG						
							1,500
	Cost of supplies needed to operate Adult Sports programs.						
963.200	REC DANCE PROGRAM						
							12,000
	Supplies needed to operate Dance program (dance costumes, Batons, Poms etc). Contracted payments to instructors paid by this line.						
963.400	REC ENRICHMENT PROGRAMS						
							2,000
	Cost of supplies needed to operate Enrichment Programs (special events, classes, etc.). Request for this line item has decreased due to removing the contractor payments.						
963.500	REC SENIOR PROGRAMS						

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 754 - RECREATION							
							3,000
	Cost of supplies needed to operate Senior Programs, including caterer for Christmas Luncheon.						
963.600	SPECIAL EVENTS - ROSIE						
							3,000
	Covers cost of supplies for annual Rosie the Riveter Craft Show.						
963.601	50 & BEYOND TRIPS						
							20,000
	Cost of trips and supplies. This corresponds to the revenue line for senior trips ending in 635.001.						
963.602	SPECIAL EVENTS - RECREATION						
							10,000
	Cost of supplies to operate special events. Amount increased due to the new Coummunity Events Managers position to promote various community events.						
963.603	SPECIAL EVENT - JAZZ FESTIVAL						
							10,000
	This is for the expenditures for the Jazz Festival. Matches contribution in revenue.						
	DEPT '754' TOTAL						920,895
ESTIMATED REVENUES - FUND 230		603,124	709,811	772,335	779,335	728,048	920,895
APPROPRIATIONS - FUND 230		593,443	731,253	772,335	779,335	654,555	920,895
NET OF REVENUES/APPROPRIATIONS - FUND 230		9,681	(21,442)			73,493	

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 000							
ESTIMATED REVENUES							
236-000-540.000 *	STATE GRANT REVENUE	83,369	55,372	70,000	70,000	49,619	16,000
236-000-541.000	MICHIGAN STATE POLICE - CESF GRAN	18,794	2,176				
236-000-542.000 *	OHSP HYBRID COURT GRANT						49,000
236-000-574.236 *	14B STATE SHARED REVENUE	45,724	51,839	45,724	45,724	45,724	45,724
236-000-602.136 *	14B COURT COSTS	294,512	214,094	241,480	241,480	191,408	215,000
236-000-602.544 *	14B-ST OF MI CASEFLOW ASSISTA	7,082	7,085	15,330	15,330	10,426	15,000
236-000-603.136 *	14B CIVIL FEES	162,428	165,394	158,000	158,000	154,813	160,000
236-000-604.000 *	14B PROBATION FEES	71,374	66,704	66,460	66,460	65,405	70,000
236-000-605.001 *	14B ORDINANCE FINES AND COSTS	210,004	224,490	238,100	238,100	154,158	200,000
236-000-605.002	FINES & FORFEITS	(1,000)					
236-000-605.003 *	14B BOND FORFEITURES	8,015	14,680	20,000	20,000	3,550	10,000
236-000-605.005	14B MISCELLANEOUS INCOME		50			48	
236-000-609.000 *	14B STATE JUROR COMPENSATION	608	2,253	1,500	1,500	1,676	2,000
236-000-665.000 *	INTEREST EARNED	3	416	50	50	4,204	3,500
236-000-676.012 *	INSURANCE REIMBURSEMENTS	1,377	2,199			859	
236-000-678.000	SETTLEMENTS & JUDGMENTS	300					
236-000-699.101 *	TRANSFER IN: FROM GENERAL FUND	688,109	913,456	862,940	862,940	800,000	1,001,462
236-000-699.999	APPROPRIATED PRIOR YEAR BAL				8,889		
TOTAL ESTIMATED REVENUES		1,590,699	1,720,208	1,719,584	1,728,473	1,481,890	1,787,686
NET OF REVENUES/APPROPRIATIONS - 000 -		1,590,699	1,720,208	1,719,584	1,728,473	1,481,890	1,787,686

* NOTES TO BUDGET: DEPARTMENT 000

540.000	STATE GRANT REVENUE	16,000
	This line is for the State Court Administrative Office under Michigan Drug Court Grant Program.	
542.000	OHSP HYBRID COURT GRANT	49,000
	This line is for the State Court Administrative Office under Office of Highway Safety Planning grant for the Court's Drug Court Docket.	
574.236	14B STATE SHARED REVENUE	45,724
	Represents payment from State of Michigan toward that portion of the Judge's salary that is paid directly by the Township. This results in the Township paying no "out of pocket" expense for salary of Judge. This line item remains the same as the previous year.	
602.136	14B COURT COSTS	215,000
	This line item includes the amounts collected as "Court costs" in criminal and traffic cases. It is dependent upon the number of criminal and traffic cases filed by the police agencies and the Court’s effectiveness in collecting fines assessed. The trend in decreases of matters filed continues. The amount may need to be adjusted based on year to date revenues.	
602.544	14B-ST OF MI CASEFLOW ASSISTA	15,000

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 000							
	The amount reflects money received from the State of Michigan based upon the number of alcohol and controlled substance related driving and controlled substance cases filed with the Court. The Court files a report with the State of Michigan in March of each year for the previous calendar year. Payments are usually received in June and are dependent upon the number of such cases filed and the amount of fees collected by the Secretary of State for "License Reinstatement Fees". The number of cases that qualify for caseflow assistance has been steadily increasing, but due to reductions in caseload for the prior 2 years, it is anticipated that the number of qualifying cases will remain decreased in 2024. The amount may need to be further reduced based on year-to-date revenues.						
603.136	14B CIVIL FEES						160,000
	This reflects the amounts collected as Civil fees - including filing, writ and motion fees. Most of the amount collected for a filing fee (approximately 65%) is transmitted to the State of Michigan and the balance remains as local money. There have been a number of legislative changes affecting this line item. Changes in State law regarding the frequency with which garnishments are filed is the most significant. Prior to these changes, garnishments for wages had to be renewed every 6 months. Now a wage garnishment is effective for the life of the judgment. The legislation did not provide for an increase in the initial filing fee for a wage garnishment to account for the reduction of fees over the course of filings.This line item tradtionally has a greater return in the second half of the year due to the timing of tax garnishments.						
604.000	14B PROBATION FEES						70,000
	This item includes payments received as an oversight fee paid by those on probation with the Court. Currently the monthly fee is $30. As noted above, the allowable term of probation for many cases has been decreased. As also noted above, there are more required interactions with a probation file, so while the amount collected may decrease, the amount of work for the probation department has not. The line amount may need to be adjusted further based on year-to-date revenues.						
605.001	14B ORDINANCE FINES AND COSTS						200,000
	This amount is the money collected and designated as a Penal Fine for violation of an Ypsilanti Township Ordinance. This amount is largely dependent upon the number of cases filed by the Sheriff's Department. This line item is particularly affected by the number of citations issued as a result of traffic stops. Over the past 5 years the number of citations issued has consistently been decreasing. In 2017 7,649 traffic civil infraction citations were filed by the Sherriff’s Department. This year there will be a projected 3,000 civil infraction citations filed. The year prior to COVID (2019) 5,026 civil infraction citations were filed. Even prior to COVID there was a trend of decreasing citations filed. The average fine for a traffic civil infraction is around $125.00. That is a difference of $250,000 in potential fines to be assessed looking at the difference between 2019 and the projection for this year. If we compare 2017 that short fall increases to $575,000. The court is decreasing this line due to a return to decreased filings of citatoins by law enforcement. Through June of 2023 1041 traffic civil infractins have been filed by the Sheriff's Department. This is on track to be below 2500 citaitons for the year.						
605.003	14B BOND FORFEITURES						10,000
	This sum is the money collected by the Court for forfeiture of a bond posted by a defendant in a criminal case. A bond is forfeited when a defendant fails to appear for a scheduled court hearing. This line item has seen some increase over the last year. Over the past few years this has been a varied amount. If more defendants are utilizing bail bond’s services, there is a corresponding decrease in the cash bonds deposited with the court and this could contribute to a reduction. The requirement of a show cause hearing prior to issuing a warrant in non-violent offenses may result in fewer bench warrants being issued, but those issued will be on violent offenses, so the likelihood for the imposition of a cash bond increases for those alleged violent offenses to ensure public safety. The Court’s budget anticipates that this number will decrease for 2024.						
609.000	14B STATE JUROR COMPENSATION						2,000

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 000							
	The State of Michigan reimburses the Township for a portion of the Jury Fees paid to jurors. A report is made every six months by the Court and the amount reimbursed by the State is done according to a formula and dependent upon the amount of fees collected by the State. The payments are received twice during the fiscal year. The Court reduced this amount due to a change in how juries are selected. Beginning in 2021 the Court began holding a hearing a week before jurors were required to attend. Often cases are resolved prior to jurors' obligation to attend. If that occurs, jurors do not come to the Court and we are not obligated to pay them. This reduction in payments to jurors will result in a reduction in the amount reimbursed for juror payments.						
665.000	INTEREST EARNED						3,500
	Interest earned on accounts.						
676.012	INSURANCE REIMBURSEMENTS						
	Some years we receive dividends back from MML Workers Comp and/or Insurance Liability.						
699.101	TRANSFER IN: FROM GENERAL FUND						1,001,462
	Amount needed from General Fund for operations. Comparisons from January to June for 2022 and 2023 show a decrease in revenue and caseload. The court is estimating that revenue will decrease by 7.6% from 2023 to 2024. Operating expenses are estimated to increase by 1.44% from 2023 to 2024. This is the major reason for operating funds needing to be transferred from the General Fund.						
	DEPT '000' TOTAL						1,787,686

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI
Fund: 236 14B DISTRICT COURT

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 286 - COURT							
APPROPRIATIONS							
236-286-703.001 *	SALARY - JUDGE	47,306	45,724	45,724	45,724	38,103	45,724
236-286-706.000 *	SALARY - PERMANENT WAGES	532,287	569,197	586,513	586,513	472,112	661,882
236-286-706.001 *	SALARY - BAILIFF	34,385	34,876	35,000	35,000	41,330	30,000
236-286-706.002 *	SALARY - MAGISTRATE/COURT ADMIN	84,624	89,470	91,171	91,171	74,044	93,906
236-286-707.000 *	SALARY - TEMPORARY/SEASONAL	5,721	119			9,467	
236-286-708.004 *	SALARIES PAY OUT-PTO&SICKTIME	1,719	12,625	5,510	7,484	1,974	5,510
236-286-708.010 *	HEALTH INS BUYOUT	3,554	4,942	6,000	6,000	1,500	6,000
236-286-709.000 *	REG OVERTIME	2,910	3,773	4,500	4,500	2,785	4,500
236-286-715.000 *	F.I.C.A./MEDICARE	47,478	51,378	57,001	57,152	44,719	64,836
236-286-718.000 *	MERS RETIREMENT	166,097	191,633	208,550	208,550	148,012	198,329
236-286-718.001 *	RETIREMENT HEALTH CARE SAVINGS	6,900	9,950	9,100	9,100	8,550	11,700
236-286-718.002 *	DEFERRED COMPENSATION	486	418	390	390	68	
236-286-718.003 *	OPEB - RETIREMENT HEALTH		124,082	46,200	46,200	46,200	42,000
236-286-719.000 *	HEALTH INSURANCE	225,508	211,346	226,847	226,847	216,500	214,366
236-286-719.003 *	EMPLOYEE PAID HEALTH CONTRA	(15,625)	(16,650)	(15,800)	(15,800)		(17,600)
236-286-719.015 *	DENTAL BENEFITS	11,620	11,075	10,964	10,964	9,305	11,472
236-286-719.016 *	VISION BENEFITS	2,820	2,406	2,478	2,478	2,117	2,731
236-286-719.020 *	HEALTH CARE DEDUCTION	40,501	39,572	56,245	56,245	40,152	59,220
236-286-719.021 *	ADMIN FEE - HEALTH DEDUCTIBLE	803	969	924	924	1,048	1,212
236-286-719.022 *	DISABILITY INSURANCE	3,707	3,293	3,486	3,486	3,050	3,853
236-286-719.023 *	LIFE INSURANCE	2,637	2,834	2,949	2,949	2,589	2,777
236-286-719.030 *	WORKERS COMPENSATION	4,677	3,840	4,551	4,551	1,796	4,248
236-286-727.000 *	OFFICE SUPPLIES	7,223	11,441	10,500	10,500	10,178	12,000
236-286-730.000 *	POSTAGE	7,872	14,985	12,500	12,500	15,757	15,000
236-286-740.000 *	OPERATING SUPPLIES	5,789	6,853	6,000	7,750	6,250	8,000
236-286-760.000 *	PPE & FIRST AID SUPPLIES	345	555	500	500	388	500
236-286-800.001 *	ADMINSTRATION FEES	41,084	42,279	44,078	44,078	36,732	45,487
236-286-801.009 *	14B OTHER CONTRACTUAL SERVICE	5,625	7,500	7,500	8,588	2,963	7,500
236-286-801.010 *	CONTRACTUAL/VISITING JUDGE		748	3,500	3,500	361	3,500
236-286-801.012 *	CONTRACTUAL/INTERPRETER FEES	6,673	7,555	6,500	8,500	6,662	6,500
236-286-802.100 *	COURT INNOVATION GRANT	78,371	76,467	70,000	70,000	54,367	16,000
236-286-802.150 *	OHSP HYBRID COURT GRANT						49,000
236-286-812.000 *	14B JURY FEES	2,508	2,475	3,000	3,000	2,220	3,000
236-286-812.002 *	14B ENHANCED JURY FEES	1,260	1,800	1,500	1,500	1,373	1,500
236-286-812.003 *	14B JUROR EXPENSES	546	591	500	500	489	500
236-286-819.006 *	COMPUTER PROGRAMS/LIEN	14,656	33,725	46,910	53,059	38,536	55,000
236-286-819.010 *	COMPUTER NETWORK SUPPORT	41,527	41,527	40,713	40,713		45,000
236-286-821.001 *	LIBRARY SUBSCRIPTION	4,883	42	1,000	1,000		1,000
236-286-850.000 *	TELEPHONE	2,381	3,630	2,500	2,500	867	1,000
236-286-860.000 *	TRAVEL		2,175	2,000	2,000	1,184	2,000
236-286-876.003 *	OPEB FUNDING- RETIREE HEALTH	85,388					
236-286-900.000 *	PUBLISHING	4,447	4,564	3,750	3,750	31	4,000
236-286-920.014 *	UTILITIES - COURT	18,798	17,472	20,000	15,313	13,213	16,000
236-286-931.000 *	REPAIRS AND MAINTENANCE	10,777	10,663	15,000	15,000	14,885	15,000
236-286-933.001 *	MAINTENANCE CONTRACTS	5,731	4,992	6,500	6,500	3,744	6,500
236-286-955.002 *	INSURANCE & BONDS FIRE & LIAB	9,597	9,818	10,330	12,794	10,798	10,533
236-286-957.000 *	BANK CHARGES	6,029	5,293	6,000	6,000	4,739	6,000
236-286-958.000 *	MEMBERSHIP AND DUES	1,175	1,560	2,000	2,000	625	2,000
236-286-960.000 *	EDUCATION AND TRAINING		1,314	2,000	2,000	1,106	2,000
236-286-974.038	CAPITAL - COVID-19 GRANT	16,443					
236-286-977.000 *	EQUIPMENT	7,492		6,500	4,500	1,308	6,500
TOTAL APPROPRIATIONS		1,596,735	1,706,896	1,719,584	1,728,473	1,394,197	1,787,686
NET OF REVENUES/APPROPRIATIONS - 286 - COURT		(1,596,735)	(1,706,896)	(1,719,584)	(1,728,473)	(1,394,197)	(1,787,686)

* NOTES TO BUDGET: DEPARTMENT 286 COURT

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 286 - COURT							
703.001	SALARY - JUDGE						45,724
	Represents "pass through" payment for Ypsilanti Township's share of Judge's salary - this amount is reimbursed to the Township by the State as reflected in Revenue line item 574.236						
706.000	SALARY - PERMANENT WAGES						661,882
	This line item includes salary for the Deputy Clerk positions (6 full-time); two Probation Agents; one Probation Secretary and two Judicial Secretarie and one part-time clerk. Budgeting for new position - Admin Coordinator/Court Recorder - to be brought before the board for approval. A 3% increase plus longevity was added for 2024.						
706.001	SALARY - BAILIFF						30,000
	Salary paid to the Bailiffs. These positions are paid an hourly wage, on an "as needed" basis. These positions are paid no benefits.						
706.002	SALARY - MAGISTRATE/COURT ADMIN						93,906
	Salary for Magistrate/Court Administrator. A 3 % increase plus longevity was added for all employees for 2024.						
707.000	SALARY - TEMPORARY/SEASONAL						
	This line item represents the wages paid to a temporary employee who is hired during a medical (or personal) leave taken by a full-time employee.						
708.004	SALARIES PAY OUT-PTO&SICKTIME						5,510
	Used for payout of PTO time for employees that have available hours accumulated or request a payout due to an emergency. Amounts are paid at 75%. This is brought back to the board for a budget amendment.						
708.010	HEALTH INS BUYOUT						6,000
	This line item is used for the health insurance buyout for employees who receive health insurance through another source.						
709.000	REG OVERTIME						4,500
	This is for overtime of the court recorder for the required rotation of weekend arraignments. There are 3 Magistrates in the county and weekend and holiday arraignments are divided among them. Arraignments are done 365 days per year. 14B supplies a recorder for ¼ of all arraignments and that recorder records with the 14B Magistrate. On occasion, we have paid other recorders to cover for the 14B recorder if they are not available.						
715.000	F.I.C.A./MEDICARE						64,836
	Figures provided by the Accounting Director.						
718.000	MERS RETIREMENT						198,329

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 286 - COURT							
	Allocation of annual required contribution (ARC) provided by Accounting Director. Overall Township ARC increased by an estimate of 9.5%						
718.001	RETIREMENT HEALTH CARE SAVINGS						11,700
	Amount placed into a health care savings account for future use in health care expenses. This is for employees in the department hired after 1/1/14.						
718.002	DEFERRED COMPENSATION						
	No longer using deferred compenstion - using FICA/Medicare completely						
718.003	OPEB - RETIREMENT HEALTH						42,000
	Liability for the Other Post-Employment Benefits (OPEB) obligation of employees hired before 1/1/2014. The annual 2024 OPEB assumption decreased 16% from $ $200,000 to $168,000, however the Accounting Director recommends budgeting $8,400 for each of the 24 active employees in OPEB. This is due to the investment loss of 1.1M in 2022, which will be shown on the next Actuarial Report in 2023. The total contribution for 2024 will be $201,600.						
719.000	HEALTH INSURANCE						214,366
	There was a 5.5% decrease in the health insurance premium for 2024. Provided by HR.						
719.003	EMPLOYEE PAID HEALTH CONTRA						(17,600)
	Amount employees pay toward their health care coverage.						
719.015	DENTAL BENEFITS						11,472
	There was a 4.6% increase in dental premium for 2024. Provided by HR						
719.016	VISION BENEFITS						2,731
	An actual increase of 7% for 2 year rate guarantee from 9/1/23 to 8/31/2025. Numbers provided by HR						
719.020	HEALTH CARE DEDUCTION						59,220
	Cost to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. Provided by Accounting Director.						
719.021	ADMIN FEE - HEALTH DEDUCTIBLE						1,212
	Cost to manage card used to pay the health care deductibles, administered by Clarity Benefits.						
719.022	DISABILITY INSURANCE						3,853
	An estimated increase of 2% for 2024. Numbers provided by HR						
719.023	LIFE INSURANCE						

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 286 - COURT							
							2,777
	An estimated increase of 2% for 2024. Numbers provided by HR						
719.030	WORKERS COMPENSATION						
							4,248
	Workers Comp allocation based on type work performed and number of employees in the department. Budget was based on a percentage of the full 2024 workers comp estimate of $173,069. A credit is usually given at year end - Not guaranteed. Provided by Accounting Director						
727.000	OFFICE SUPPLIES						
							12,000
	Office supplies for the department.						
730.000	POSTAGE						
							15,000
	Cost of mailings, postage costs have increased. In addition landlord tenant filings will require an additional mailing beginning in December 2023.						
740.000	OPERATING SUPPLIES						
							8,000
	Primarily janitorial supplies.						
760.000	PPE & FIRST AID SUPPLIES						
							500
	Covers all PPE, first aid supplies, and other supplies required by OSHA.						
800.001	ADMINSTRATION FEES						
							45,487
	Admin fees are paid to the General Fund for service provided by Human Resource, Accounting, Computer Tech, Auditing and other support personnel and shared expenses. Allocations are based on wages of the support and maintenance staff, floor space, staffing levels, computers, phones, etc. Provided by the Accounting Director.						
801.009	14B OTHER CONTRACTUAL SERVICE						
							7,500
	This is used for payment to the Dispute Resolution Center (DRC). The DRC mediates all small claims matters filed to achieve resolution among the parties rather than a resolution imposed by the Court. The Dispute Resolution Center (DRC) has requested an increase in fees paid to them. We currently pay them $7,500 annually.						
801.010	CONTRACTUAL/VISITING JUDGE						
							3,500
	Cost of having a substitute or "visiting" judge in the absence of our Judge. It is currently the custom to seek assistance of one of the other sitting Judges in the County District Courts to fill in, when requested, for a colleague. The per diem cost of a visiting judge is $350, plus mileage. It is not always possible to get a sitting Judge to substitute as the Judges are often attending the same meeting or conference causing the need for a visiting Judge. All efforts are undertaken to avoid the need of a visiting Judge. We are recommending that 5 visiting Judge days be budgeted.						
801.012	CONTRACTUAL/INTERPRETER FEES						

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 286 - COURT							
							6,500
	Cost of a language or deaf interpreter for defendants in a criminal or civil case. This is a statutory obligation of the Court.						
802.100	COURT INNOVATION GRANT						
							16,000
	Funds received through a grant from the State Court Administrative Office under Michigan Drug Court Grant Program. This line item is offset by a corresponding grant ending in 540.000.						
802.150	OHSP HYBRID COURT GRANT						
							49,000
	Funds received through a grant from the State Court Administrative Office under Office of Highway Safety Planning for the Court's Drug Court Docket. This line item is offset by a corresponding grant ending in 542.000.						
812.000	14B JURY FEES						
							3,000
	Payment for Jury duty for the first half or full day of service. The Court has implemented pretrial conferences prior to the date of jury selection which eliminates the need for jurors to appear if all matters scheduled are resolved at the pretrial conference.						
812.002	14B ENHANCED JURY FEES						
							1,500
	Payment for Jury duty for the second (or subsequent) half, or full, day of service.						
812.003	14B JUROR EXPENSES						
							500
	Cost of water, coffee and snacks offered to the Jury panel during jury selection day. May also be used to supply lunch for the jury, if the lunch break occurs during actual deliberations.						
819.006	COMPUTER PROGRAMS/LIEN						
							55,000
	This line item represents the licensing fee charged by the Michigan State Police for access to the Law Enforcement Information Network (LEIN), in order to obtain copies of criminal histories, warrant entry and recall, and Secretary of State driving records. In 2013 the Court joined CLEMIS. This gives the Court access to electronic data for downloading citations issued by the Washtenaw County Sheriff's Department. This will streamline the citation process and give the Court immediate access to citation information thus allowing the public to contact the Court upon receipt of the ticket and pay it or request a hearing. Currently law enforcement has 72 hours to file a ticket with the court. In addition all citation information will be electronic which will allow the clerks to upload the citation rather than imputing it manually as is the current practice. A final benefit will be that this near immediate upload of citations to the Court's case management software will allow defendants to pay certain citations on-line through a web based payment program the Court is in the process of implementing. Beginnig in April of 2022 the court will be invoiced by the State of Michigan for use of the statewide case management system. This cost had been waived for the past 10 years due to a development agreement the court and Township entered into with the State to produce a new case management system. That new system never came to be and as a result of the State's default in that agreement the court was given a series of credits against the hosing cost of the case management system. Those credits have now expired and beginning with the April 2022 invoice, the court is obligated to pay the user fees. For 2023 those user fees will total $46,910.						
819.010	COMPUTER NETWORK SUPPORT						
							45,000

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 286 - COURT							
	This line item had previously represented the amounts paid under a joint memorandum of understanding for the development of the next generation of computer software known as Judicial Information Services. That obligation has been fulfilled. The amount requested at this time reflects the cost of renewing the contract Washtenaw County IT for computer support. This reflects the costs associated with computer support for 20 computers. Included in the cost is software licensing, data storage, internet connection, help desk support and on site support, email and support for ENACT. There are a number of IT initiatives in the county that the Court is and will be impacted by due to our concurrent jurisdiction agreement with the County Trial Court and the 14A and 15th District Courts that County IT is proceeding with that makes the continuation of the relationship with County IT more favorable than other options.						
821.001	LIBRARY SUBSCRIPTION						1,000
	This line item is for library subscription.						
850.000	TELEPHONE						1,000
	This line item is based upon estimates provided by Township IT						
860.000	TRAVEL						2,000
	Used to pay mileage to employees for travel directed by the Court.						
876.003	OPEB FUNDING- RETIREE HEALTH						
	Moved to 236-286-718.003						
900.000	PUBLISHING						4,000
	Covers the cost of file folders for criminal and civil cases, as well as printing Traffic Citations for the Sheriff's Dept. and citation books for the Ordinance Department.						
920.014	UTILITIES - COURT						16,000
	Utility costs for the court.						
931.000	REPAIRS AND MAINTENANCE						15,000
	Repair and maintenance expenses for the Court.						
933.001	MAINTENANCE CONTRACTS						6,500
	Cost of W.J. O’Neil maintenance contract.						
955.002	INSURANCE & BONDS FIRE & LIAB						10,533
	Insurance for buildings, equipment, and vehicles. Provided by the Accounting Director.						
957.000	BANK CHARGES						6,000

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
				2024 BUDGET REQUEST			
Dept 286 - COURT							
	Cost of banking fees, most notably for charge card expenses.						
958.000	MEMBERSHIP AND DUES						2,000
	Cost of annual Bar dues for the Judge and Magistrate; State Association dues for the Judge, Magistrate and Probation Officer and State fees for certification of court recorders.						
960.000	EDUCATION AND TRAINING						2,000
	Cost of attendance and related expenses for continuing training for professional staff.						
977.000	EQUIPMENT						6,500
	Cost to purchase new equipment. There is a need to upgrade computers. The Court plans to upgrade them on a 5 year cycle as recommended by both County and Township IT.						
	DEPT '286' TOTAL						1,787,686
ESTIMATED REVENUES - FUND 236		1,590,699	1,720,208	1,719,584	1,728,473	1,481,890	1,787,686
APPROPRIATIONS - FUND 236		1,596,735	1,706,896	1,719,584	1,728,473	1,394,197	1,787,686
NET OF REVENUES/APPROPRIATIONS - FUND 236		(6,036)	13,312			87,693	

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 000							
ESTIMATED REVENUES							
249-000-476.477 *	LICENSED CONTRACTOR REGISTRATION	6,579	6,683	6,000	6,000	4,938	6,000
249-000-491.000 *	BUILDING PERMIT	533,949	656,810	500,000	500,000	370,130	400,000
249-000-491.001 *	ELECTRICAL PERMIT	117,800	84,279	81,000	81,000	61,612	64,800
249-000-491.002 *	MECHANICAL PERMIT	139,531	129,486	118,000	118,000	117,104	118,000
249-000-491.003 *	PLUMBING PERMIT	79,659	64,537	54,000	54,000	44,581	54,000
249-000-491.006 *	MISC / REINSPECTION	17,625	20,150	7,500	7,500	19,250	7,500
249-000-491.007 *	SIGN PERMITS	8,780	2,600	3,000	3,000	400	2,000
249-000-607.010 *	ENVIRO/PLOT PLAN - CHG FOR SERVIC	1,275	4,016	4,000	4,000	1,806	4,000
249-000-607.270 *	LIQUOR INSPECT - CHG FOR SERVICES	400	150	450	450	145	450
249-000-665.000 *	INTEREST EARNED	149	26,604	1,500	1,500	65,961	20,000
249-000-676.012 *	INSURANCE REIMBURSEMENTS	732	468			183	
249-000-683.000	OTHER INCOME-MISCELLANEOUS	600	55				
249-000-699.101 *	TRANSFER IN: FROM GENERAL FUND		5,114				
249-000-699.999 *	APPROPRIATED PRIOR YEAR BAL			219,175	262,865		315,149
TOTAL ESTIMATED REVENUES		907,079	1,000,952	994,625	1,038,315	686,110	991,899
NET OF REVENUES/APPROPRIATIONS - 000 -		907,079	1,000,952	994,625	1,038,315	686,110	991,899

* NOTES TO BUDGET: DEPARTMENT 000

476.477 LICENSED CONTRACTOR REGISTRATION

6,000

Fee revenue generated from new registrations of licensed contractors doing business with the Building Department.

491.000 BUILDING PERMIT

400,000

Fee revenue from building permits for new construction, renovation or demolition of existing structures that requires plan review and/or inspection by a state registered building inspector or plan reviewer. A decrease of 20% is anticipated due to the decrease in major construction projects.

491.001 ELECTRICAL PERMIT

64,800

Fee revenue from electrical permits for installation of new electrical circuits and equipment that requires plan review and/or inspection by a state registered electrical inspector or plan reviewer. A decrease of 20% is anticipated due to the decrease in major construction projects.

491.002 MECHANICAL PERMIT

118,000

Fee revenue from mechanical permits for installation of heating and cooling systems, refrigeration equipment, fire suppression and alarm systems, and other mechanical equipment that requires plan review and/or inspection by a state registered mechanical inspector or plan reviewer. No change for 2024.

491.003 PLUMBING PERMIT

54,000

Fee revenue from plumbing permits for installation of new water/sewer lines and other equipment that requires plan review and/or inspection by a state registered plumbing inspector or plan reviewer. No change for 2024.

491.006 MISC / REINSPECTION

7,500

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 000							
	Fee revenue for unplanned re-inspections done by state registered inspectors that are necessary for final approval of permitted work after the first inspection is failed. Revenue is unpredictable because it is based on contractor performance. No change for 2024.						
491.007	SIGN PERMITS						2,000
	Fee revenue from issuance of sign permits that require building inspection when installed. Decrease 1K for 2024.						
607.010	ENVIRO/PLOT PLAN - CHG FOR SERVICES						4,000
	Fee revenue for soil erosion and sedimentation control (SESC) permits that require inspection by a trained and certified inspector. Trained personnel also respond to resident complaints about flooding and storm water issues. No change for 2024.						
607.270	LIQUOR INSPECT - CHG FOR SERVICES						450
	Fee revenue for building code inspections conducted for annual liquor license renewal for on-premise liquor establishments.						
665.000	INTEREST EARNED						20,000
	Interest earned on the funds deposited at various banks. Figures provided by the Accounting Director.						
676.012	INSURANCE REIMBURSEMENTS						
	Some years we receive dividends back from MML Workers Comp and/or Insurance Liability.						
699.101	TRANSFER IN: FROM GENERAL FUND						
	Not budgeted for 2023 or 2024. One time use in 2022 for employee appreciation.						
699.999	APPROPRIATED PRIOR YEAR BAL						315,149
	Revenue from prior years used for current year operating expenses. This budget has a fund balance specifically for this purpose. Building revenue fluctuates with the economy.						
	DEPT '000' TOTAL						991,899

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 371 - BUILDING DEPARTMENT							
APPROPRIATIONS							
249-371-705.000 *	SALARY - SUPERVISION	110,589	127,225	132,500	132,500	116,594	97,387
249-371-706.000 *	SALARY - PERMANENT WAGES	64,580	80,726	81,752	81,752	61,464	131,943
249-371-706.004 *	BUILDING INSPECTION	63,661	89,917	134,014	134,014	106,310	140,387
249-371-706.005 *	ELECTRICAL INSPECTION	65,397	25,743				
249-371-706.018 *	MECHANICAL INSPECTIONS		56,837	63,458	63,458	55,736	67,529
249-371-708.004 *	SALARIES PAY OUT-PTO&SICKTIME	901	371				
249-371-709.000 *	REG OVERTIME	1,196	5,839	5,000	5,000	11,518	5,000
249-371-715.000 *	F.I.C.A./MEDICARE	22,905	29,003	31,650	31,650	26,391	33,832
249-371-718.000 *	MERS RETIREMENT	56,902	79,867	78,713	78,713	65,896	86,287
249-371-718.001 *	RETIREMENT HEALTH CARE SAVINGS	3,025	4,425	5,200	5,200	4,000	5,850
249-371-718.003 *	OPEB - RETIREMENT HEALTH		39,884	17,325	17,325	17,325	16,800
249-371-719.000 *	HEALTH INSURANCE	85,844	77,242	113,863	113,863	82,210	100,536
249-371-719.003 *	EMPLOYEE PAID HEALTH CONTRA	(5,150)	(5,306)	(7,550)	(7,550)		(7,100)
249-371-719.015 *	DENTAL BENEFITS	3,322	3,274	3,956	3,956	2,734	3,989
249-371-719.016 *	VISION BENEFITS	872	814	949	949	823	1,004
249-371-719.020 *	HEALTH CARE DEDUCTION	22,503	19,770	29,610	29,610	14,084	31,098
249-371-719.021 *	ADMIN FEE - HEALTH DEDUCTIBLE	340	466	504	504	405	624
249-371-719.022 *	DISABILITY INSURANCE	1,494	1,435	1,743	1,743	1,465	1,927
249-371-719.023 *	LIFE INSURANCE	981	1,120	1,361	1,361	1,143	1,504
249-371-719.025	UNEMPLOYMENT EXPENSE	58	83				
249-371-719.030 *	WORKERS COMPENSATION	3,426	5,505	11,398	11,398	4,558	11,042
249-371-727.000 *	OFFICE SUPPLIES	2,086	1,524	2,500	2,500	1,275	2,500
249-371-730.000 *	POSTAGE	563	313	5,000	5,000	111	5,000
249-371-740.001 *	Ordinance & Zoning Code Books	500	717	7,000	7,000		7,000
249-371-741.001 *	UNIFORMS-NEW AND BADGES	790	4,252	5,000	5,000	2,069	5,000
249-371-760.000 *	PPE & FIRST AID SUPPLIES	28	41	350	350	35	350
249-371-800.001 *	ADMINSTRATION FEES	34,630	34,277	36,387	36,387	30,323	38,703
249-371-801.000 *	PROFESSIONAL SERVICES	54,429	32,296	20,000	20,000		20,000
249-371-801.060 *	CONTRACTUAL - ONLINE PERMITS	1,768	2,286	5,500	5,500	2,180	5,500
249-371-818.000 *	CONTRACTUAL SERVICES	144,134	114,022	150,000	140,000	76,490	140,000
249-371-867.000 *	GAS & OIL	6,572	5,237	10,000	10,000	4,272	8,000
249-371-876.003 *	OPEB FUNDING- RETIREE HEALTH	31,547					
249-371-935.000 *	MOTORPOOL-MISC REPAIR	365	689	5,000	5,000	537	5,000
249-371-943.000 *	MOTORPOOL INTERNAL	15,140	7,244	7,244	7,244	6,909	14,966
249-371-955.001 *	INSURANCE & BOND FLEET	2,041	2,089	2,198	2,198	1,767	2,241
249-371-956.000	MISCELLANEOUS				10,000	10,000	
249-371-958.000 *	MEMBERSHIP AND DUES	1,819	1,817	3,000	3,000	600	3,000
249-371-975.135 *	CAP OUTLAY - FURNITURE & FIXTURES			30,000	30,000		
249-371-977.000 *	EQUIPMENT	2,162	45				5,000
249-371-985.000	CAPITAL OUTLAY/VEHICLES				43,690	43,690	
TOTAL APPROPRIATIONS		801,420	851,089	994,625	1,038,315	752,914	991,899
NET OF REVENUES/APPROPRIATIONS - 371 - BUILDING DEPA		(801,420)	(851,089)	(994,625)	(1,038,315)	(752,914)	(991,899)

* NOTES TO BUDGET: DEPARTMENT 371 BUILDING DEPARTMENT

705.000 SALARY - SUPERVISION

97,387

Salary for the Chief Building Official to administer and interpret state building codes, manage Building Department operations, and coordinate building plan review and inspection services. A 3 % increase plus longevity was added for all employees for 2024. Decreased due to Community Compliance Director and OCS Executive Coordinator Position have been moved 100% to 266-303 Ordinance Department.

706.000 SALARY - PERMANENT WAGES

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 371 - BUILDING DEPARTMENT							
							131,943
	Wages for two (2) hourly Floater II/Clerk III position, 75% of the Planning & Development Coordinator and 75% Staff Planner positions. Wages are determined by the TPOAM and Teamster labor contracts and H R Department. A 3 % increase plus longevity was added for all employees for 2024. Increased due to added clerk and increased percent of planning department wages in this department.						
706.004	BUILDING INSPECTION						
							140,387
	Hourly wages for two (2) state registered building inspectors who perform inspections and plan reviews for building permits. Wages are determined by the TPOAM labor contract. A 3 % increase plus longevity was added for all employees for 2024.						
706.005	ELECTRICAL INSPECTION						
	Inspections to be performed by contractual professional service for 2024.						
706.018	MECHANICAL INSPECTIONS						
							67,529
	Hourly wages for one (1) state registered mechanical inspector who performs plan reviews and inspections for mechanical permits. Wages are determined by the TPOAM labor contract. A 3 % increase plus longevity was added for all employees for 2024						
708.004	SALARIES PAY OUT-PTO&SICKTIME						
	Used for payout of PTO time for employees that have available hours accumulated or request a payout due to an emergency. Amounts are paid at 75%. This is brought back to the board for a budget amendment.						
709.000	REG OVERTIME						
							5,000
	Overtime wages for inspectors and clerks as necessary for emergencies, special customer requests and special projects.						
715.000	F.I.C.A./MEDICARE						
							33,832
	Figures provided by the Accounting Director.						
718.000	MERS RETIREMENT						
							86,287
	Allocation of annual required contribution (ARC) provided by Accounting Director. Overall Township ARC increased by an estimate of 9.5%						
718.001	RETIREMENT HEALTH CARE SAVINGS						
							5,850
	This line item reflects the amount placed into a health care savings account for future use in health care expenses. This is for employees in the department who were hired after 1/1/14.						
718.003	OPEB - RETIREMENT HEALTH						
							16,800
	Liability for the Other Post-Employment Benefits (OPEB) obligation of employees hired before 1/1/2014. The annual 2024 OPEB assumption decreased 16% from $ $200,000 to $168,000, however the Accounting Director recommends budgeting $8,400 for each of the 24 active employees in OPEB. This is due to the investment loss of 1.1M in 2022, which will be shown on the next Actuarial Report in 2023. The total contribution for 2024 will be $201,600.						

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 371 - BUILDING DEPARTMENT							
719.000	HEALTH INSURANCE						100,536
	There was a 5.5% decrease in the health insurance premium for 2024. Provided by HR.						
719.003	EMPLOYEE PAID HEALTH CONTRA						(7,100)
	Amount employees pay toward their health care coverage.						
719.015	DENTAL BENEFITS						3,989
	There was a 4.6% increase in dental premium for 2024. Provided by HR						
719.016	VISION BENEFITS						1,004
	An actual increase of 7% for 2 year rate guarantee from 9/1/23 to 8/31/2025. Numbers provided by HR						
719.020	HEALTH CARE DEDUCTION						31,098
	Cost to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. Provided by Accounting Director.						
719.021	ADMIN FEE - HEALTH DEDUCTIBLE						624
	Cost to manage card used to pay the health care deductibles, administered by Clarity Benefits.						
719.022	DISABILITY INSURANCE						1,927
	An estimated increase of 2% for 2024. Numbers provided by HR						
719.023	LIFE INSURANCE						1,504
	An estimated increase of 2% for 2024. Numbers provided by HR						
719.030	WORKERS COMPENSATION						11,042
	Workers Comp allocation based on type work performed and number of employees in the department. Budget was based on a percentage of the full 2024 workers comp estimate of $173,069. A credit is usually given at year end - Not guaranteed. Provided by Accounting Director.						
727.000	OFFICE SUPPLIES						2,500
	Expenses for office supplies such as inspection forms, placards, pens, etc.						
730.000	POSTAGE						5,000
	Postage expenses for Building Department operations. Expenses to be used for permit expiration letters sent to customers who fail to call for inspections. No change as more mailing is anticipated in 2024.						

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 371 - BUILDING DEPARTMENT							
740.001	Ordinance & Zoning Code Books						7,000
	Expenses to purchase copyrighted State of Michigan code publications required for state registered plan reviewers and inspectors. State codes are updated periodically. There were no code changes in 2023. Changes are anticipated in 2024.						
741.001	UNIFORMS-NEW AND BADGES						5,000
	Expenses for new and replacement uniform clothing apparel and other related items for Building Department field staff. No changes for 2024.						
760.000	PPE & FIRST AID SUPPLIES						350
	Covers all PPE, first aid supplies, and other supplies required by OSHA. No changes for 2024.						
800.001	ADMINSTRATION FEES						38,703
	Admin fees are paid to the General Fund for service provided by Human Resource, Accounting, Computer Tech, Auditing and other support personnel and shared expenses. Allocations are based on wages of the support and maintenance staff, floor space, staffing levels, computers, phones, etc. Provided by the Account Director.						
801.000	PROFESSIONAL SERVICES						20,000
	Services for special projects rendered by code enforcement services or engineering oversight.						
801.060	CONTRACTUAL - ONLINE PERMITS						5,500
	Fees for BS&A software. No change for 2024.						
818.000	CONTRACTUAL SERVICES						140,000
	Expenses for private contract services performed by state registered inspectors and plan reviewers on an as-needed basis. Also used to hire private contractors to cover scheduled and unscheduled leave of department employees for all trades.						
867.000	GAS & OIL						8,000
	Fuel and oil expenses for vehicles assigned to building department staff. Increased due to raising fuel cost.						
876.003	OPEB FUNDING- RETIREE HEALTH						
	Moved to 249-371-718.003						
935.000	MOTORPOOL-MISC REPAIR						5,000
	Covers miscellaneous vehicle repair above normal MotorPool maintenance. Provided by Accounting Director						
943.000	MOTORPOOL INTERNAL						

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 371 - BUILDING DEPARTMENT							
							14,966
	Vehicle & Maintenance MotorPool Allocation - Figures provided by the Accounting Director.						
955.001	INSURANCE & BOND FLEET						
							2,241
	Insurance for buildings, equipment, and vehicles. Provided by the Accounting Director.						
958.000	MEMBERSHIP AND DUES						
							3,000
	Mandatory memberships and dues to professional organizations for continuing education credits required to maintain state certification for inspection staff.						
975.135	CAP OUTLAY - FURNITURE & FIXTURES						
	No new furniture or fixtures anticipated for 2024.						
977.000	EQUIPMENT						
							5,000
	Expenses to purchase new equipment and to replace old equipment no longer serviceable. Equipment includes computers, printers and inspection tools used in the field.						
	DEPT '371' TOTAL						991,899
ESTIMATED REVENUES - FUND 249		907,079	1,000,952	994,625	1,038,315	686,110	991,899
APPROPRIATIONS - FUND 249		801,420	851,089	994,625	1,038,315	752,914	991,899
NET OF REVENUES/APPROPRIATIONS - FUND 249		105,659	149,863			(66,804)	

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 000							
ESTIMATED REVENUES							
250-000-403.250 *	CURRENT TAX REVENUE - LDFA	78,572	74,323	71,083	71,083	71,083	74,313
250-000-665.000 *	INTEREST EARNED	2	306			829	275
TOTAL ESTIMATED REVENUES		78,574	74,629	71,083	71,083	71,912	74,588
NET OF REVENUES/APPROPRIATIONS - 000 -		78,574	74,629	71,083	71,083	71,912	74,588

* NOTES TO BUDGET: DEPARTMENT 000

403.250 CURRENT TAX REVENUE - LDFA

74,313

The 2024 revenues are based on the 2023 property tax values for the LDFA district. The captured funds are transferred to Fund 398 - General Obligation Bonds for Seaver Farms Infrastructure to cover the bond payments for the infrastructure improvements. The 2024 Bond principal of $205,000, interest of $28,740 and admin cost $550 totaling $234,290. The LDFA will only collect $74,313. The difference of $159,977 will be transferred from the General Fund to the General Obligation Debt Fond Fund 398. The reduction of revenue is due to the elimination of personal property. Property sold to UNDER GROUND PRINTING in February 2022.

665.000 INTEREST EARNED

275

Interest earned on bank account. Provided by Accounting Director

DEPT '000' TOTAL 74,588

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 906 - DEBT SERVICES							
APPROPRIATIONS							
250-906-995.398 *	TRANSFER TO: GEN OBLIG 2013 BOND	78,572	74,322	71,083	71,083	71,083	74,313
TOTAL APPROPRIATIONS		78,572	74,322	71,083	71,083	71,083	74,313
NET OF REVENUES/APPROPRIATIONS - 906 - DEBT SERVICES		(78,572)	(74,322)	(71,083)	(71,083)	(71,083)	(74,313)

* NOTES TO BUDGET: DEPARTMENT 906 DEBT SERVICES

995.398	TRANSFER TO: GEN OBLIG 2013 BOND	74,313
	This line item reflects captured funds to be transferred to Fund 398 General Obligation Bond for Seaver Farms to cover the bond payments for the infrastructure improvements.	
	DEPT '906' TOTAL	74,313

ESTIMATED REVENUES - FUND 250	78,574	74,629	71,083	71,083	71,912	74,588
APPROPRIATIONS - FUND 250	78,572	74,322	71,083	71,083	71,083	74,313
NET OF REVENUES/APPROPRIATIONS - FUND 250	2	307			829	275

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 000							
ESTIMATED REVENUES							
252-000-547.000 *	ST of MI EGLE GRANT			19,372	19,372	19,372	
252-000-644.003 *	FORD LAKE HYDRO STATION	567,870	435,469	440,000	440,000	410,140	440,000
252-000-644.005	RENEWABLE ENERGY CREDITS					13,933	
252-000-665.000 *	INTEREST EARNED	79	13,433	650	650	36,382	1,960
252-000-676.012 *	INSURANCE REIMBURSEMENTS	350	562			219	
252-000-683.000 *	OTHER INCOME-MISCELLANEOUS	35					
252-000-699.101 *	TRANSFER IN: FROM GENERAL FUND		164,261	81,000	81,000		81,000
252-000-699.999 *	APPROPRIATED PRIOR YEAR BAL			530,308	530,308		661,851
TOTAL ESTIMATED REVENUES		568,334	613,725	1,071,330	1,071,330	480,046	1,184,811
NET OF REVENUES/APPROPRIATIONS - 000 -		568,334	613,725	1,071,330	1,071,330	480,046	1,184,811

* NOTES TO BUDGET: DEPARTMENT 000

547.000 ST of MI EGLE GRANT

No new state grants have been acquired yet.

644.003 FORD LAKE HYDRO STATION

440,000

Revenues from selling electricity from the Hydro Station to DTE Energy.

665.000 INTEREST EARNED

1,960

Interest earned on funds deposited in the bank.

676.012 INSURANCE REIMBURSEMENTS

Some years we receive dividends back from MML Workers Comp and/or Insurance Liability.

683.000 OTHER INCOME-MISCELLANEOUS

699.101 TRANSFER IN: FROM GENERAL FUND

81,000

This is the annual released funds from DTE of $81,000 held in escrow and will be transferred from the General Fund to the Hydro Station for capital outlay and licensing.

699.999 APPROPRIATED PRIOR YEAR BAL

661,851

This reflects the funds needed from the fund to help balance the budget. The fund blance is short to cover requested funds for 2024. The reason for the shortfall is due to the budgeting of two capital projects totaling $2,400,000 if financing or grants are not available the projects will not be started.

DEPT '000' TOTAL 1,184,811

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 535 - HYDRO STATION: FORD LAKE PARK							
APPROPRIATIONS							
252-535-705.000 *	SALARY - SUPERVISION	43,467	45,842	46,623	46,623	38,705	48,140
252-535-706.000 *	SALARY - PERMANENT WAGES	49,110	41,618	52,000	41,000	18,896	56,000
252-535-707.000 *	SALARY - TEMPORARY/SEASONAL	11,942	12,844	16,480	26,480	19,460	34,707
252-535-708.004 *	SALARIES PAY OUT-PTO&SICKTIME	3,865	3,869				
252-535-708.010 *	HEALTH INS BUYOUT			3,000	3,000	546	
252-535-709.000 *	REG OVERTIME				1,000	214	
252-535-715.000 *	F.I.C.A./MEDICARE	8,034	7,761	8,145	8,145	5,882	10,622
252-535-718.000 *	MERS RETIREMENT	15,528	21,957	22,110	22,110	16,363	24,256
252-535-718.001 *	RETIREMENT HEALTH CARE SAVINGS	1,300	1,150	1,300	1,300	200	1,300
252-535-718.002 *	DEFERRED COMPENSATION	48	105	215	215		
252-535-718.003 *	OPEB - RETIREMENT HEALTH		10,636	4,620	4,620	4,620	5,040
252-535-719.000 *	HEALTH INSURANCE	41,127	30,945	15,387	15,387	14,508	39,882
252-535-719.003 *	EMPLOYEE PAID HEALTH CONTRA	(2,880)	(2,355)	(1,080)	(1,080)		(2,160)
252-535-719.015 *	DENTAL BENEFITS	1,582	1,624	1,609	1,609	839	2,184
252-535-719.016 *	VISION BENEFITS	495	315	399	399	165	426
252-535-719.020 *	HEALTH CARE DEDUCTION	1,685	3,390	3,600	3,600	1,125	9,464
252-535-719.021 *	ADMIN FEE - HEALTH DEDUCTIBLE	128	124	58	58	44	154
252-535-719.022 *	DISABILITY INSURANCE	562	368	465	465	160	475
252-535-719.023 *	LIFE INSURANCE	363	287	363	363	125	371
252-535-719.030 *	WORKERS COMPENSATION	1,436	1,655	2,864	2,864	1,161	2,876
252-535-727.000 *	OFFICE SUPPLIES	225	267	350	350	165	350
252-535-730.000 *	POSTAGE	64	100	100	100	88	100
252-535-740.000 *	OPERATING SUPPLIES	63	144	300	300	38	300
252-535-741.000 *	UNIFORMS - BOOTS & LAUNDRY	622	1,232	1,150	1,150	909	1,150
252-535-760.000 *	PPE & FIRST AID SUPPLIES	357	219	650	850	652	850
252-535-776.000 *	MAINTENANCE SUPPLIES	11,138	8,393	9,000	9,000	6,857	9,000
252-535-801.000 *	PROFESSIONAL SERVICES	66,999	181,624	151,000	151,000	81,014	151,000
252-535-818.013 *	CONTRACTUAL SERVICES/HYDRO ST	9,393	8,993	10,430	10,430	3,038	9,500
252-535-850.000 *	TELEPHONE	1,499	1,824	1,800	2,300	2,226	2,400
252-535-867.000 *	GAS & OIL	1,525	3,551	4,000	4,000	2,080	70,500
252-535-920.017 *	UTILITIES - HYDRO	474	1,800	1,800	1,800	550	1,600
252-535-930.000 *	REPAIRS MAINTENANCE-MACHINERY	17,465	13,040	32,500	32,000	20,704	36,000
252-535-930.001 *	REPAIRS/MAINT HYDRO INFRASTRU	48,103	97,415	40,000	40,000	29,529	20,000
252-535-935.000 *	MOTORPOOL-MISC REPAIR	396	1,999	2,500	2,500	1,228	2,500
252-535-943.000 *	MOTORPOOL INTERNAL	6,154	6,154	6,154	6,154	5,128	6,335
252-535-955.003 *	INSURANCE AND BONDS	2,449	2,507	2,638	2,638	2,126	2,689
252-535-956.000 *	MISCELLANEOUS	3,543	3,500	3,500	3,500	3,500	3,500
252-535-956.019 *	HYDRO-FISH STUDY-ESCROW EXPEN	7,942		8,500	12,800	6,940	8,500
252-535-956.025 *	LICENSES AND FEES/FERC	2,608	2,795	2,800	2,800	2,107	2,800
252-535-959.000 *	CITY SHARE/HYDRO STATION	56,787	45,002	44,000	44,000	39,559	44,000
252-535-971.001 *	CAPITAL OUTLAY - OTHER		39,995	500,000	500,000		550,000
252-535-971.200 *	CAPITAL OUTLAY - GRANT PROJECT			20,000	20,000	19,951	28,000
252-535-977.000 *	EQUIPMENT	6,973	53,098	50,000	45,500		
TOTAL APPROPRIATIONS		422,571	655,787	1,071,330	1,071,330	351,402	1,184,811
NET OF REVENUES/APPROPRIATIONS - 535 - HYDRO STATION		(422,571)	(655,787)	(1,071,330)	(1,071,330)	(351,402)	(1,184,811)

* NOTES TO BUDGET: DEPARTMENT 535 HYDRO STATION: FORD LAKE PARK

705.000	SALARY - SUPERVISION	
		48,140
	60% of the salary for Operations Manager, the other 40% is budgeted in 101-270-706.015 - Human Resources for safety compliance. A 3 % increase was added for all employees for 2024, plus longevity.	

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 535 - HYDRO STATION: FORD LAKE PARK							
706.000	SALARY - PERMANENT WAGES						56,000
	Wages for one full-time operator this position has been increased to $56K for 2024. The position is currently vacant at 10-31-23 and the increase was needed to be competitive in the market.						
707.000	SALARY - TEMPORARY/SEASONAL						34,707
	Wages for part-time Hydro Operator. This employee is responsible for days when full-time staff are not scheduled and assists in activities related to dam O&M requiring additional staff.						
708.004	SALARIES PAY OUT-PTO&SICKTIME						
	Used for payout of PTO time for employees that have available hours accumulated or request a payout due to an emergency. Amounts are paid at 75%. This is brought back to the board for a budget amendment.						
708.010	HEALTH INS BUYOUT						
	Health insurance buyout for employees who receive health insurance through another source.						
709.000	REG OVERTIME						
	Overtime costs for the department.						
715.000	F.I.C.A./MEDICARE						10,622
	Figures provided by the Accounting Director.						
718.000	MERS RETIREMENT						24,256
	Allocation of annual required contribution (ARC) provided by Accounting Director. Overall Township ARC increased by an estimate of 9.5%						
718.001	RETIREMENT HEALTH CARE SAVINGS						1,300
	Amount placed into a health care savings account for future use in health care expenses. This is for employees in the department who were hired after 1/1/14.						
718.002	DEFERRED COMPENSATION						
	No longer using deferred compenstion - using FICA/Medicare only.						
718.003	OPEB - RETIREMENT HEALTH						5,040
	Liability for the Other Post-Employment Benefits (OPEB) obligation of employees hired before 1/1/2014. The annual 2024 OPEB assumption decreased 16% from $ $200,000 to $168,000, however the Accounting Director recommends budgeting $8,400 for each of the 24 active employees in OPEB. This is due to the investment loss of 1.1M in 2022, which will be shown on the next Actuarial Report in 2023. The total contribution for 2024 will be $201,600.						
719.000	HEALTH INSURANCE						39,882

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 535 - HYDRO STATION: FORD LAKE PARK							
	There was a 5.5% decrease in the health insurance premium for 2024. Provided by HR.						
719.003	EMPLOYEE PAID HEALTH CONTRA						(2,160)
	Amount employees pay toward their health care coverage.						
719.015	DENTAL BENEFITS						2,184
	There was a 4.6% increase in dental premium for 2024. Provided by HR						
719.016	VISION BENEFITS						426
	An actual increase of 7% for 2 year rate guarantee from 9/1/23 to 8/31/2025. Numbers provided by HR						
719.020	HEALTH CARE DEDUCTION						9,464
	Cost to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. Provided by Accounting Director.						
719.021	ADMIN FEE - HEALTH DEDUCTIBLE						154
	Cost to manage card used to pay the health care deductibles, administered by Clarity Benefits.						
719.022	DISABILITY INSURANCE						475
	An estimated increase of 2% for 2024. Numbers provided by HR						
719.023	LIFE INSURANCE						371
	An estimated increase of 2% for 2024. Numbers provided by HR						
719.030	WORKERS COMPENSATION						2,876
	Workers Comp allocation based on type work performed and number of employees in the department. Budget was based on a percentage of the full 2024 workers comp estimate of $173,069. A credit is usually given at year end - Not guaranteed. Provided by Accounting Director						
727.000	OFFICE SUPPLIES						350
	Cost of supplies and material used in completing reports by the department. No change for 2024.						
730.000	POSTAGE						100
	Cost to mail business related material. No change for 2024.						
740.000	OPERATING SUPPLIES						300

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
	2024 BUDGET REQUEST						
Dept 535 - HYDRO STATION: FORD LAKE PARK							
	Accounts for the miscellaneous cost related to operating the Hydro Station. No change for 2024.						
741.000	UNIFORMS - BOOTS & LAUNDRY						1,150
	Cost for uniforms and boots for hydro staff, no change in 2024.						
760.000	PPE & FIRST AID SUPPLIES						850
	Covers all PPE, first aid supplies, and other supplies required by OSHA. Increased for 2024.						
776.000	MAINTENANCE SUPPLIES						9,000
	Cost associated with maintaining Hydro Station including housekeeping, general maintenance supplies and hand tools. No change for 2024.						
801.000	PROFESSIONAL SERVICES						151,000
	Cost of an independent engineering firm to perform technical engineering support related to dam safety and compliance for Ford Lake Dam. The Township does not have a professional engineer with dam experience on staff. No increase is proposed for 2024.						
818.013	CONTRACTUAL SERVICES/HYDRO ST						9,500
	Associated cost for services routinely used by the department for operations or maintenance activities. Data hosting, software licensee/support and port-a-john rental costs associated to this line item. Decrease in 2024.						
850.000	TELEPHONE						2,400
	Communication lines for Hydro Station and cell service for water quality stations deployed as part of operation plan for the department. Increase for 2024						
867.000	GAS & OIL						70,500
	Cost of fuel and oils used by the department for equipment and vehicles. An increase in the dollar amount is proposed for 2024 for a large oil change in the sluice gates system, need 21 barrels at $3,000 each, totaling $63,000. For trucks gas and oil, $7,500 is budgeted.						
920.017	UTILITIES - HYDRO						1,600
	Heating costs for the powerhouse in winter months and the usage by the natural gas standby generator. Decrease for 2024.						
930.000	REPAIRS MAINTENANCE-MACHINERY						36,000
	Cost of repairs and maintenance of equipment by staff and contractors. During the concrete repairs, the generating equipment will get maintenance done. An increase in the dollar amount is proposed.						
930.001	REPAIRS/MAINT HYDRO INFRASTRU						

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
				2024 BUDGET REQUEST			
Dept 535 - HYDRO STATION: FORD LAKE PARK							
							20,000
	Costs to maintain Hydro Station structure- powerhouse and dam. Activities include small projects and general repairs. A decrease in the dollar amount is proposed.						
935.000	MOTORPOOL-MISC REPAIR						
							2,500
	Covers miscellaneous vehicle repair above normal MotorPool maintenance. Provided by Accounting Director						
943.000	MOTORPOOL INTERNAL						
							6,335
	Vehicle & Maintenance MotorPool Allocation - Figures provided by the Accounting Director.						
955.003	INSURANCE AND BONDS						
							2,689
	Insurance for buildings, equipment, and vehicles. Provided by the Accounting Director.						
956.000	MISCELLANEOUS						
							3,500
	Bank fees associated with DTE Escrow Fund and other small expenses. No change in the dollar amount is proposed.						
956.019	HYDRO-FISH STUDY-ESCROW EXPEN						
							8,500
	Expected amount the Township will have to put into Fish Escrow for future fish enhancement. Required by the FERC License agreement.						
956.025	LICENSES AND FEES/FERC						
							2,800
	Annual fee assessed by the Federal Energy Regulatory Commission. Cost varies each year.						
959.000	CITY SHARE/HYDRO STATION						
							44,000
	Expected amount the Township will have to pay the City (10% gross of DTE revenue) from a judgment when JYRO was dissolved.						
971.001	CAPITAL OUTLAY - OTHER						
							550,000
	Sluice Gate Stress Analysis - Detailed inspection of the cast iron spillway gates at the Hydro Station. Repair spalling concrete at the top of the arch dam to the abutment piers. This Project is estimated at a total of $2.4 M and will use the $550,000 budgeted in this line, and lost revenue from ARPA Funds of $680,000 budgeted in line 101-902-981.110. Looking for a difference of $1,170,000 in grants. This project will be done in phases and be completed as financing becomes available.						
971.200	CAPITAL OUTLAY - GRANT PROJECT						
							28,000
977.000	EQUIPMENT						

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 535 - HYDRO STATION: FORD LAKE PARK							
	New water quality equipment to monitor dissolved oxygen upstream and down stream of Ford Lake. This monitoring is required by the WQ 401 Cert for the Hydro Staion. This will be linked to a EGLE Grant, if not awarded by EGLE this will be pushed out to 2025 unless regulatory requirements detect it happen in 2024.						
	DEPT '535' TOTAL						1,184,811
ESTIMATED REVENUES - FUND 252		568,334	613,725	1,071,330	1,071,330	480,046	1,184,811
APPROPRIATIONS - FUND 252		422,571	655,787	1,071,330	1,071,330	351,402	1,184,811
NET OF REVENUES/APPROPRIATIONS - FUND 252		145,763	(42,062)			128,644	

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 000							
ESTIMATED REVENUES							
266-000-403.000 *	CURRENT PROPERTY TAXES	8,234,608	8,388,534	8,713,610	8,713,610	8,775,238	9,274,216
266-000-404.001 *	ESA REIMBURSEMENT OP	26,579	26,573	26,530	26,530	43,548	30,000
266-000-412.000 *	DELINQUENT PERS PROPERTY TAX	21,947	26,045	15,000	15,000		15,000
266-000-414.000	CUR PROPERTY TAX ADJUSTMENTS	34,279	11,454			927	
266-000-432.000 *	IN LIEU OF TAXES - CLARK TOWERS	11,632	11,716	11,700	11,700	12,054	11,700
266-000-451.310 *	TAX SP ASSESS - SF RENTAL PROP IN	9,340					
266-000-451.410 *	TAX SP ASSESS - VACANT PROP INSPE	2,284					
266-000-574.001 *	STATE REVENUE-LIQUOR ENFORCMN	24,060	22,828	15,000	15,000	20,848	15,000
266-000-607.000 *	CHRG --NONRECORDING PROP XFER	14,930	6,330	5,000	5,000	9,600	5,000
266-000-607.270 *	LIQUOR INSPECT - CHG FOR SERVICES	450	200	100	100	400	200
266-000-607.300 *	CHRG FOR SERV-SF RENTAL INSPECT	64,330	139,454	10,000	10,000	47,170	20,000
266-000-607.320 *	CHRG FOR SERV-MF RENTAL INSPECT	3,960	3,305	105,000	105,000	25,300	75,000
266-000-607.400 *	CHRG FOR SERV-VACANT PROP INSPECT	14,400	11,575	5,000	5,000	6,925	5,000
266-000-628.000 *	RENTAL REGISTRATION FEE	15,610	7,000	250	250	19,950	5,000
266-000-665.000 *	INTEREST EARNED	647	141,083	7,500	7,500	419,175	150,000
266-000-676.012 *	INSURANCE REIMBURSEMENTS	850	1,497			585	
266-000-683.000 *	OTHER INCOME-MISCELLANEOUS	6,919	6,200			4,500	
266-000-699.101 *	TRANSFER IN: FROM GENERAL FUND		8,882				
266-000-699.999	APPROPRIATED PRIOR YEAR BAL				33,924		
TOTAL ESTIMATED REVENUES		8,486,825	8,812,676	8,914,690	8,948,614	9,386,220	9,606,116
NET OF REVENUES/APPROPRIATIONS - 000 -		8,486,825	8,812,676	8,914,690	8,948,614	9,386,220	9,606,116

* NOTES TO BUDGET: DEPARTMENT 000

403.000 CURRENT PROPERTY TAXES

9,274,216

Law Enforcement Tax Revenue based on millage levy of 5.5570. The projected revenue is based on taxable value (TV) minus adjustments and renaissance zone TV. Current TV used to project budget is 1,668,925,016 and prior year was 1,548,535,588 for percentage increase of 7.7% in the TV.

404.001 ESA REIMBURSEMENT OP

30,000

State calculated reimbursement for personal property loss due to small business exemptions.

412.000 DELINQUENT PERS PROPERTY TAX

15,000

Delinquent personal property revenue collected by the Treasurer.

432.000 IN LIEU OF TAXES - CLARK TOWERS

11,700

Revenue collected pursuant to municipal services agreements and payments in lieu of taxes agreement for Clark East Towers.

451.310 TAX SP ASSESS - SF RENTAL PROP INSPECT

No longer applied to the tax rolls. Collections to be made by Department and Court System.

451.410 TAX SP ASSESS - VACANT PROP INSPECT

No longer applied to the tax rolls. Collections to be made by Department and Court System.

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 000							
574.001	STATE REVENUE-LIQUOR ENFORCMN						15,000
	Fees collected from bars and restaurants for annual liquor license renewal.						
607.000	CHRG --NONRECORDING PROP XFER						5,000
	Fee revenue from new businesses that register in compliance with the Business Registration ordinance.						
607.270	LIQUOR INSPECT - CHG FOR SERVICES						200
	Fees collected from bars and restaurants for annual liquor license renewal.						
607.300	CHRG FOR SERV-SF RENTAL INSPECT						20,000
	Fees paid by property owners for inspection of single family rental dwellings. Single family rentals were completed in 2022. Certifications good for 2 years						
607.320	CHRG FOR SERV-MF RENTAL INSPECT						75,000
	Fees paid by property owners for inspection of multifamily rental dwellings and buildings. Goal is to complete multifamily inspections in 2024.						
607.400	CHRG FOR SERV-VACANT PROP INSPECT						5,000
	Fee revenue from vacant building inspection services. Projected revenue to decrease due to more vacant buildings registered with current payments.						
628.000	RENTAL REGISTRATION FEE						5,000
	Fees paid by property owners to register rental dwelling units.						
665.000	INTEREST EARNED						150,000
	Interest earned on funds deposited in banks. Figures provided by the Accounting Director.						
676.012	INSURANCE REIMBURSEMENTS						
	Revenue received through insurance reimbursement or other miscellaneous sources.						
683.000	OTHER INCOME-MISCELLANEOUS						
	Revenue received from miscellaneous code enforcement fees such as verification of zoning compliance. We do not budget for this since it is unpredictable.						
699.101	TRANSFER IN: FROM GENERAL FUND						
	Not budgeted for 2024.						
	DEPT '000' TOTAL						9,606,116

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI
Fund: 266 LAW ENFORCEMENT FUND

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 301 - SHERIFF SERVICES							
APPROPRIATIONS							
266-301-705.000 *	SALARY - SUPERVISION	80,052	10,646			279	90,000
266-301-706.000 *	SALARY - PERMANENT WAGES	20,428	25,450	42,600	42,600	34,473	41,970
266-301-708.004 *	SALARIES PAY OUT-PTO&SICKTIME	3,591	371				
266-301-708.009 *	AUTO ALLOWANCE	4,000					
266-301-708.010 *	HEALTH INS BUYOUT	3,000					
266-301-709.000	REG OVERTIME					61	
266-301-715.000 *	F.I.C.A./MEDICARE	8,379	3,005	4,422	4,422	3,482	10,479
266-301-718.000 *	MERS RETIREMENT	20,894	2,886	2,335	2,335	2,535	7,506
266-301-718.001 *	RETIREMENT HEALTH CARE SAVINGS			1,300	1,300	1,450	2,600
266-301-718.003 *	OPEB - RETIREMENT HEALTH		4,432				
266-301-719.000 *	HEALTH INSURANCE	14,815	9,670	8,793	8,793	12,925	44,868
266-301-719.003 *	EMPLOYEE PAID HEALTH CONTRA	(450)	(231)	(600)	(600)		(3,400)
266-301-719.015 *	DENTAL BENEFITS	1,640	438	364	364	515	2,124
266-301-719.016 *	VISION BENEFITS	471	111	95	95	89	454
266-301-719.020 *	HEALTH CARE DEDUCTION	660	441	2,975	2,975	106	11,830
266-301-719.021 *	ADMIN FEE - HEALTH DEDUCTIBLE	161	144	84	84	125	192
266-301-719.022 *	DISABILITY INSURANCE	710	309	291	291	266	593
266-301-719.023 *	LIFE INSURANCE	449	241	227	227	208	463
266-301-719.030 *	WORKERS COMPENSATION	2,587	1,226	2,321	2,321	908	2,113
266-301-727.000 *	OFFICE SUPPLIES			500	500		5,000
266-301-740.000 *	OPERATING SUPPLIES	274	1,863	5,000	5,000		5,000
266-301-800.001 *	ADMINSTRATION FEES	62,805	61,929	15,485	15,485	12,905	11,707
266-301-818.000 *	CONTRACTUAL SERVICES			50,000	50,000		
266-301-830.004 *	COMMUNITY WORK PROGRAM	49,000	70,000	80,000	80,000	16,800	80,000
266-301-831.000 *	SHERIFF PATROL CONTRACT	5,707,098	5,792,711	5,966,485	5,966,485	4,474,865	6,205,150
266-301-831.001 *	SHERIFF PATROL - OVERTIME	13,410	221,796	250,000	250,000	130,666	250,000
266-301-831.007 *	LIQUOR INSPECTION EXPENDITURE			2,000	2,000		2,000
266-301-831.008 *	SHERIFF PATROL-SCHL COLLB CTR	33,123	30,417	75,000	75,000	32,750	75,000
266-301-831.010 *	PUBLIC NUISANCE ABATEMENT	5,000	5,000	5,000	5,000		5,000
266-301-831.012 *	ANIMAL CONTROL ENFORCEMENT CONTRI	45,000	45,000	45,000	45,000		45,000
266-301-831.013 *	POLICE SECURITY - 14B DISTRICT CO			200,000	200,000		200,000
266-301-876.003 *	OPEB FUNDING- RETIREE HEALTH	27,372					
266-301-900.000 *	PUBLISHING		4,531				
266-301-920.015 *	UTILITIES/ 1405 HOLMES RD	15,243	10,293	20,000	20,000	5,807	20,000
266-301-920.016 *	UTILITIES/2057 TYLER POLICE	3,063	2,295	5,000	5,000	1,779	5,000
266-301-920.019 *	UTILITIES 1501 S HURON STATIO	24,852	28,559	30,000	30,000	23,810	30,000
266-301-931.011 *	BLDG MAINT/1405 HOLMES	20,873	15,545	34,000	34,000	13,408	34,000
266-301-931.012 *	BLDG MAINT/2057 TYLER RD	1,522	1,979	30,000	30,000	4,421	30,000
266-301-931.015 *	BLDG MAINT - 1501 S HURON STA	30,071	39,134	40,000	40,000	25,095	40,000
266-301-933.000 *	EQUIPMENT MAINTENANCE	148	3,122	5,000	5,000	145	5,000
266-301-933.020 *	PUBLIC CAMERA MAINTENANCE	9,977	18,233	35,000	35,000	6,284	35,000
266-301-942.000 *	VEHICLE CHARGE	389	49	2,000	2,000		2,000
266-301-955.001 *	INSURANCE & BOND FLEET	6,534	6,684	7,033	7,033	5,679	3,586
266-301-958.000 *	MEMBERSHIP AND DUES	1,305	1,000	1,500	1,500	750	1,500
266-301-977.000 *	EQUIPMENT	20,767	288	100,000	100,000		100,000
266-301-995.100 *	TRANS TO GENERAL FOR LEC BLDG	181,865	131,864				
TOTAL APPROPRIATIONS		6,421,078	6,551,431	7,069,210	7,069,210	4,812,586	7,401,735
NET OF REVENUES/APPROPRIATIONS - 301 - SHERIFF SERVI		(6,421,078)	(6,551,431)	(7,069,210)	(7,069,210)	(4,812,586)	(7,401,735)

* NOTES TO BUDGET: DEPARTMENT 301 SHERIFF SERVICES

705.000	SALARY - SUPERVISION	90,000

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 301 - SHERIFF SERVICES							
	This is budgeted to reinstate a Director to over see the police services. The job description will be brought back to the Board for Approval.						
706.000	SALARY - PERMANENT WAGES						41,970
	Wages for one (1) full-time custodian. 3% increase is budgeted for 2024, plus longevity.						
708.004	SALARIES PAY OUT-PTO&SICKTIME						
	Used for payout of PTO time for employees that have available hours accumulated or request a payout due to an emergency. Amounts are paid at 75%. This is brought back to the board for a budget amendment.						
708.009	AUTO ALLOWANCE						
	Automobile allowance for the Police Services/OCS Director. Eliminated due to retirement.						
708.010	HEALTH INS BUYOUT						
	This line item is used for the health insurance buyout for employees who receive health insurance through another source. None budgeted for 2024.						
715.000	F.I.C.A./MEDICARE						10,479
	Figures provided by the Accounting Director.						
718.000	MERS RETIREMENT						7,506
	Allocation of annual required contribution (ARC) provided by Accounting Director. Overall Township ARC increased by an estimate of 9.5%						
718.001	RETIREMENT HEALTH CARE SAVINGS						2,600
	Amount placed into a health care savings account for future use in health care expenses. This is for employees in the department who were hired after 1/1/14.						
718.003	OPEB - RETIREMENT HEALTH						
	No employees with OPEB eligiblity.						
719.000	HEALTH INSURANCE						44,868
	There was a 5.5% decrease in the health insurance premium for 2024. Provided by HR.						
719.003	EMPLOYEE PAID HEALTH CONTRA						(3,400)
	Amount employees pay toward their health care coverage.						
719.015	DENTAL BENEFITS						2,124
	There was a 4.6% increase in dental premium for 2024. Provided by HR						

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 301 - SHERIFF SERVICES							
719.016	VISION BENEFITS						454
	An actual increase of 7% for 2 year rate guarantee from 9/1/23 to 8/31/2025. Numbers provided by HR						
719.020	HEALTH CARE DEDUCTION						11,830
	Cost to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. Provided by Accounting Director.						
719.021	ADMIN FEE - HEALTH DEDUCTIBLE						192
	Cost to manage card used to pay the health care deductibles, administered by Clarity Benefits.						
719.022	DISABILITY INSURANCE						593
	An estimated increase of 2% for 2024. Numbers provided by HR						
719.023	LIFE INSURANCE						463
	An estimated increase of 2% for 2024. Numbers provided by HR						
719.030	WORKERS COMPENSATION						2,113
	Workers Comp allocation based on type work performed and number of employees in the department. Budget was based on a percentage of the full 2024 workers comp estimate of $173,069. A credit is usually given at year end - Not guaranteed. Provided by Accounting Director.						
727.000	OFFICE SUPPLIES						5,000
	Expenses for office supplies for the Police Services Administrator/OCS Director position.						
740.000	OPERATING SUPPLIES						5,000
	Operating supplies for police services and maps.						
800.001	ADMINSTRATION FEES						11,707
	Admin fees are paid to the General Fund for service provided by Human Resource, Accounting, Computer Tech, Auditing and other support personnel and shared expenses. Allocations are based on wages of the support and maintenance staff, floor space, staffing levels, computers, phones, etc. This year there is a split in Law Enforcement Fund betweem empoyees working under Law Enforcement Department and the Ordinance Department. Provided by the Account Director.						
818.000	CONTRACTUAL SERVICES						
	Budgeted $50,000 to contract a person to administrate the Sheriff's contract in 2023. This position was not filled, no budget for 2024.						
830.004	COMMUNITY WORK PROGRAM						80,000

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 301 - SHERIFF SERVICES							
	Expenses for roadside trash pickup and mowing through the county work program or alternate contract services.						
831.000	SHERIFF PATROL CONTRACT						6,205,150
	This line is used to fund the police services contract with Washtenaw County Sheriff's for 35 Police Service Units (PSU) to provide full time patrol response services, traffic enforcement and proactive investigative services. Each PSU includes wages and fringe benefits for one sheriff's deputy; prorated wages and fringe benefits for shift supervision at a rate of one sergeant per 7.5 deputies; prorated wages and fringe benefits for an operational lieutenant at a rate of one lieutenant per 45 deputies; vehicle and fleet maintenance costs; Metro Dispatch costs; computer and technology costs; insurance and legal liability costs, etc. Budgeted service cost per unit expected to increase 4% to $177,290 per unit for 2024 contract. 2026 costs of PSU will be $192,680, an increase of 15.5% from 2022. Since 2019 the budget was calculated at 38 PSU's and the Sheriff's department was unable to provide that number of deputies, therefore the number of was lowered to 35 PSU's in 2022 and 2023. A cost feasability study was authorized in 2023.						
831.001	SHERIFF PATROL - OVERTIME						250,000
	Regular and special deputy overtime for shift extensions, backfilling of sick calls and vacations, special investigations and off-duty court attendance. Patrol shift overtime is pre-authorized to maintain minimum staffing levels on all shifts. We are not charged overtime for deputy vacancies. The Township Supervisor currently oversee the Sheriff services contract. We are recommending to contract with an individual to oversee the administration of the contract. This will be budgeted in 266-301-818.000.						
831.007	LIQUOR INSPECTION EXPENDITURE						2,000
	Wages paid to youth/student decoys for underage liquor sales enforcement.						
831.008	SHERIFF PATROL-SCHL COLLB CTR						75,000
	Contract costs for two School Resource Officers (SRO) during summer collaborations with Lincoln Consolidated Schools and Ypsilanti Community Schools. SRO's are re-assigned to Ypsilanti Township during summer months when school is out of session, focusing on youth engagement in neighborhoods. The summer assignment cost is based on the standard PSU price prorated for the length of assignment.						
831.010	PUBLIC NUISANCE ABATEMENT						5,000
	Funds allocated for special investigations conducted by the sheriff's office Community Action Team.						
831.012	ANIMAL CONTROL ENFORCEMENT CONTRIB						45,000
	Funds allocated to Washtenaw County to support the county's animal control contract with the Humane Society of Huron Valley.						
831.013	POLICE SECURITY - 14B DISTRICT COURT						200,000
	This account funds police security staffing and screening equipment for the 14B District Court through a contract with the Washtenaw County Sheriff's Office in alignment with recommendations from the Michigan Court Administrator's office and the Township Safety Committee. Sheriff's deputies at the court will also provide police response and visibility at the civic Center campus since court and municipal offices are connected and share space.						
876.003	OPEB FUNDING- RETIREE HEALTH						

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 301 - SHERIFF SERVICES							
	Moved and allocated between department 301 and 304 in account numbers 266-301-718.003 and 266-304-718.003						
900.000	PUBLISHING						
	Budget for Community Engagement and Neighborhood Watch moved to department #303.						
920.015	UTILITIES/ 1405 HOLMES RD						
	Expenses for utility services at the Holmes Rd police substation. The substation is used by the Washtenaw County Sheriff's Office, as meeting space for neighborhood watch and new site for the Community Engagement Department. Increase the budget for 2023 by 50%.						20,000
920.016	UTILITIES/2057 TYLER POLICE						
	Expenses for utility services at the West Willow Community Resource Center (CRC) at 2057 Tyler Rd. The center is used by the New West Willow Neighborhood Association and community for meetings, youth recreation programs, community garden, etc. Increased budget due to central air being installed.						5,000
920.019	UTILITIES 1501 S HURON STATIO						
	Expenses for utility services at the Law Enforcement Center (LEC) that houses Washtenaw County sheriff's deputies, shift sergeants, operational lieutenant, civilian support personnel and K-9 Teams. In addition, the U.S. Marshal's Detroit Fugitive Apprehension Team (DFAT) maintains an office at the LEC. It is also used by the Michigan State Police, the Michigan Department of Corrections, and members of the county Metro SWAT/CNT teams.						30,000
931.011	BLDG MAINT/1405 HOLMES						
	Expenses for maintenance of the new Holmes Rd Community Network Center, previously police substation. Same budget for 2024.						34,000
931.012	BLDG MAINT/2057 TYLER RD						
	Expenses for maintenance of the West Willow Community Resource Center (CRC) at 2057 Tyler Rd. The center is used by the New West Willow Neighborhood Association and community for meetings, youth recreation programs, a tool lending library, community garden, etc.						30,000
931.015	BLDG MAINT - 1501 S HURON STA						
	Expenses for maintenance of the Law Enforcement Center (LEC) that houses Washtenaw County sheriff's deputies, shift sergeants, operational lieutenant, civilian support personnel and K-9 Teams. In addition, the U.S. Marshal's Detroit Fugitive Apprehension Team (DFAT) maintains an office at the LEC.						40,000
933.000	EQUIPMENT MAINTENANCE						
	Expenses to maintain township owned police equipment including motor carrier truck scales, traffic analysis devices, Radar Sign speed display units.						5,000
933.020	PUBLIC CAMERA MAINTENANCE						
	Operating expenses to maintain neighborhood cameras that are installed at select locations as a police investigative resource not included in a neighborhood special assessment district.						35,000

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 301 - SHERIFF SERVICES							
942.000	VEHICLE CHARGE						2,000
	Expense for use of Township vehicle.						
955.001	INSURANCE & BOND FLEET						3,586
	Insurance for buildings, equipment, and vehicles. Provided by the Accounting Director.						
958.000	MEMBERSHIP AND DUES						1,500
	Expense for a subscription membership to an online research service for investigative use.						
977.000	EQUIPMENT						100,000
	Funds allocated to purchase or replace Township owned equipment for police services, such as digital cameras and radar units, as well as Township neighborhood cameras.						
995.100	TRANS TO GENERAL FOR LEC BLDG						
	The final installment for the total LEC Huron Street renovation project of $909,325 was completed in 2022.						
	DEPT '301' TOTAL						7,401,735

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 303 - COMMUNITY ENGAGEMENT							
APPROPRIATIONS							
266-303-706.000 *	SALARY - PERMANENT WAGES			101,200	101,200	74,939	114,500
266-303-715.000 *	F.I.C.A./MEDICARE			7,742	7,742	5,634	8,760
266-303-718.000 *	MERS RETIREMENT			5,546	5,546	4,160	6,275
266-303-718.001 *	RETIREMENT HEALTH CARE SAVINGS			2,600	2,600	2,181	2,600
266-303-719.000 *	HEALTH INSURANCE			47,480	47,480	18,049	28,250
266-303-719.003 *	EMPLOYEE PAID HEALTH CONTRA			(3,000)	(3,000)		(2,200)
266-303-719.015 *	DENTAL BENEFITS			2,030	2,030	665	1,140
266-303-719.016 *	VISION BENEFITS			424	424	190	289
266-303-719.020 *	HEALTH CARE DEDUCTION			11,830	11,830	5,576	8,890
266-303-719.021 *	ADMIN FEE - HEALTH DEDUCTIBLE			168	168	139	192
266-303-719.022 *	DISABILITY INSURANCE			581	581	291	593
266-303-719.023 *	LIFE INSURANCE			454	454	227	463
266-303-719.030 *	WORKERS COMPENSATION			132	132	58	379
266-303-727.000 *	OFFICE SUPPLIES			3,000	3,000	237	3,000
266-303-730.000 *	POSTAGE			30,000	30,000		30,000
266-303-740.000 *	OPERATING SUPPLIES			30,000	30,000	1,122	30,000
266-303-760.000 *	PPE & FIRST AID SUPPLIES			2,000	2,000		2,000
266-303-860.000 *	TRAVEL			3,500	2,500		2,500
266-303-867.000 *	GAS & OIL				1,000		1,000
266-303-880.000 *	COMMUNITY PROMOTION			40,000	40,000		40,000
266-303-900.000 *	PUBLISHING			40,000	40,000	1,947	40,000
266-303-956.000 *	MISCELLANEOUS			500	500		500
266-303-958.000 *	MEMBERSHIP AND DUES			300	300	192	300
266-303-975.135 *	CAP OUTLAY - FURNITURE & FIXTURES			150,000	150,000	17,948	20,000
266-303-977.000 *	EQUIPMENT			50,000	50,000	3,073	
TOTAL APPROPRIATIONS				526,487	526,487	136,628	339,431
NET OF REVENUES/APPROPRIATIONS - 303 - COMMUNITY ENG				(526,487)	(526,487)	(136,628)	(339,431)

* NOTES TO BUDGET: DEPARTMENT 303 COMMUNITY ENGAGEMENT

706.000 SALARY - PERMANENT WAGES

114,500

The pilot position of the full time Community Resource Coordinator expired September of 2023 and the position was brought to the Board for approval. There is also one full-time Community Resource Specialist who will help administer neighborhood watch programs and special events. This department reports directly to the Township Supervisor. 3% increase plus longevity is budgeted for 2024.

715.000 F.I.C.A./MEDICARE

8,760

Figures provided by the Accounting Director.

718.000 MERS RETIREMENT

6,275

Allocation of annual required contribution (ARC) provided by Accounting Director. Overall Township ARC increased by an estimate of 9.5%

718.001 RETIREMENT HEALTH CARE SAVINGS

2,600

Amount placed into a health care savings account for future use in health care expenses. This is for employees in the department who were hired after 1/1/14.

719.000 HEALTH INSURANCE

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 303 - COMMUNITY ENGAGEMENT							
							28,250
	There was a 5.5% decrease in the health insurance premium for 2024. Provided by HR.						
719.003	EMPLOYEE PAID HEALTH CONTRA						
							(2,200)
	Amount employees pay toward their health care coverage.						
719.015	DENTAL BENEFITS						
							1,140
	There was a 4.6% increase in dental premium for 2024. Provided by HR						
719.016	VISION BENEFITS						
							289
	An actual increase of 7% for 2 year rate guarantee from 9/1/23 to 8/31/2025. Numbers provided by HR						
719.020	HEALTH CARE DEDUCTION						
							8,890
	Cost to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. Provided by Accounting Director.						
719.021	ADMIN FEE - HEALTH DEDUCTIBLE						
							192
	Cost to manage card used to pay the health care deductibles, administered by Clarity Benefits.						
719.022	DISABILITY INSURANCE						
							593
	An estimated increase of 2% for 2024. Numbers provided by HR						
719.023	LIFE INSURANCE						
							463
	An estimated increase of 2% for 2024. Numbers provided by HR						
719.030	WORKERS COMPENSATION						
							379
	Workers Comp allocation based on type work performed and number of employees in the department. Budget was based on a percentage of the full 2024 workers comp estimate of $173,069. A credit is usually given at year end - Not guaranteed. Provided by Accounting Director						
727.000	OFFICE SUPPLIES						
							3,000
	Office supplies needed to set up new offices at Holmes Road Community Network Center.						
730.000	POSTAGE						
							30,000
	Postage for mailing notices and information to the community for neighborhood watch mailings and community engagement.						
740.000	OPERATING SUPPLIES						

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 303 - COMMUNITY ENGAGEMENT							
							30,000
	Operating supplies for new community engagement efforts including neighborhood watch street signs, first responder maps, posters, etc for new community engagement efforts.						
760.000	PPE & FIRST AID SUPPLIES						
							2,000
	Expenses for personal protective equipment and first aid supplies for the department.						
860.000	TRAVEL						
							2,500
	Reimbursement for business use of personal vehicles.						
867.000	GAS & OIL						
							1,000
880.000	COMMUNITY PROMOTION						
							40,000
	This is for the use of any promotional, training and educational materials or for special events to be used for the enrichment of the whole community.						
900.000	PUBLISHING						
							40,000
	This is used for any brochures, flyers, leaflets, notices, and postage used to help support the community.						
956.000	MISCELLANEOUS						
							500
	Miscellaneous needs for department.						
958.000	MEMBERSHIP AND DUES						
							300
	Used for any membership dues required of the community engagment department.						
975.135	CAP OUTLAY - FURNITURE & FIXTURES						
							20,000
	Furniture and renovations for the new Holmes Road Community Network Center.						
977.000	EQUIPMENT						
	Holmes Road will be set up in 2023, no budget for 2024.						
	DEPT '303' TOTAL						339,431

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 304 - ORDINANCE							
APPROPRIATIONS							
266-304-705.000 *	SALARY - SUPERVISION	130,340	157,531	161,442	161,442	127,667	212,123
266-304-706.000 *	SALARY - PERMANENT WAGES	190,795	244,028	294,239	294,239	215,760	298,351
266-304-706.012 *	WAGES-NEIGHBRD WATCH/ENFORCEM	20,800	29,262				
266-304-707.000 *	SALARY - TEMPORARY/SEASONAL	14,681	15,305	15,000	15,000	13,897	
266-304-708.004 *	SALARIES PAY OUT-PTO&SICKTIME	11,490	556				
266-304-708.010 *	HEALTH INS BUYOUT	2,809	3,259	6,000	6,000	3,099	9,000
266-304-709.000 *	REG OVERTIME	2,073	10,856	8,000	8,000	10,241	8,000
266-304-715.000 *	F.I.C.A./MEDICARE	27,619	34,335	36,148	36,148	27,541	41,500
266-304-718.000 *	MERS RETIREMENT	45,361	24,228	24,972	24,972	19,326	27,974
266-304-718.001 *	RETIREMENT HEALTH CARE SAVINGS	4,532	8,099	9,587	9,587	6,755	10,400
266-304-718.002 *	DEFERRED COMPENSATION	191	196	195	195	57	
266-304-718.003 *	OPEB - RETIREMENT HEALTH		24,374	4,813	4,813	4,813	
266-304-719.000 *	HEALTH INSURANCE	102,253	93,536	104,411	104,411	49,470	99,705
266-304-719.003 *	EMPLOYEE PAID HEALTH CONTRA	(7,400)	(6,797)	(7,875)	(7,875)		(7,200)
266-304-719.015 *	DENTAL BENEFITS	5,238	4,924	5,632	5,632	3,834	6,757
266-304-719.016 *	VISION BENEFITS	1,165	1,081	1,219	1,219	1,022	1,495
266-304-719.020 *	HEALTH CARE DEDUCTION	13,054	8,775	27,051	27,051	10,761	26,670
266-304-719.021 *	ADMIN FEE - HEALTH DEDUCTIBLE	436	574	536	536	386	576
266-304-719.022 *	DISABILITY INSURANCE	2,451	2,327	2,433	2,433	1,525	2,667
266-304-719.023 *	LIFE INSURANCE	1,521	1,742	1,900	1,900	1,122	2,083
266-304-719.030 *	WORKERS COMPENSATION		1,409	2,914	2,914	1,363	3,896
266-304-727.000 *	OFFICE SUPPLIES	1,020	497	1,000	1,000	603	1,000
266-304-730.000 *	POSTAGE	1,491	1,046	2,500	2,500	678	2,500
266-304-740.000 *	OPERATING SUPPLIES	1,552	1,311	2,640	2,640	479	2,000
266-304-741.001 *	UNIFORMS-NEW AND BADGES	2,896	2,829	5,000	5,000	2,118	4,000
266-304-760.000 *	PPE & FIRST AID SUPPLIES	342	397	500	500	153	400
266-304-800.001 *	ADMINSTRATION FEES			48,003	48,003	40,002	54,260
266-304-860.000 *	TRAVEL		12	1,500	1,500	18	1,500
266-304-867.000 *	GAS & OIL	7,326	16,240	17,000	17,000	10,512	12,000
266-304-935.000 *	MOTORPOOL-MISC REPAIR	8,596	6,101	6,000	6,000	5,475	8,000
266-304-943.000 *	MOTORPOOL INTERNAL	13,292	13,081	14,713	48,637	39,299	42,725
266-304-955.001 *	INSURANCE & BOND FLEET						3,586
266-304-958.000 *	MEMBERSHIP AND DUES		360	420	420		500
266-304-977.000 *	EQUIPMENT	4,076	2,054	10,000	10,000	1,199	5,000
TOTAL APPROPRIATIONS		610,000	703,528	807,893	841,817	599,175	881,468
NET OF REVENUES/APPROPRIATIONS - 304 - ORDINANCE		(610,000)	(703,528)	(807,893)	(841,817)	(599,175)	(881,468)

* NOTES TO BUDGET: DEPARTMENT 304 ORDINANCE

705.000 SALARY - SUPERVISION

212,123

This line item reflects the Community Compliance Director's salary, the OCS Executive Coordinator's salary, and one Ordinance Administrator. A 3% increase was estimated for 2024 Teamster Union contract. The non-union supervisors salaries were increased 3% to match the estimated Teamster Union contract plus longevity.

706.000 SALARY - PERMANENT WAGES

298,351

Salary for five (5) Ordinance Enforcement Assistants, and one (1) Floater II/ Clerk III position. Salary and wages are determined by labor contracts with TPOAM and Teamster union. 3% increase plus longevity is budgeted for 2024 for estimated TPOAM. A 3% increase plus longevity was approved for 2024 estimated Teamster Union contract.

706.012 WAGES-NEIGHBRD WATCH/ENFORCEM

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 304 - ORDINANCE							
	Moved to separate department #303 Community Engagement. All wages and fringes related to neighborhood watch and community engagment were moved in 2023.						
707.000	SALARY - TEMPORARY/SEASONAL This line was previously used for wages for temporary weekend sign ordinance support person. This position was eliminated due to budgeting for an additional ordinance officer.						
708.004	SALARIES PAY OUT-PTO&SICKTIME Used for payout of PTO time for employees that have available hours accumulated or request a payout due to an emergency. Amounts are paid at 75%. This is brought back to the board for a budget amendment.						
708.010	HEALTH INS BUYOUT This line item is used for the health insurance buyout for employees who receive health insurance through another source.						9,000
709.000	REG OVERTIME Wage expenses for special code enforcement projects and focused neighborhood enforcement performed outside regular work hours.						8,000
715.000	F.I.C.A./MEDICARE Figures provided by the Accounting Director.						41,500
718.000	MERS RETIREMENT Allocation of annual required contribution (ARC) provided by Accounting Director. Overall Township ARC increased by an estimate of 9.5%						27,974
718.001	RETIREMENT HEALTH CARE SAVINGS Amount placed into a health care savings account for future use in health care expenses. This is for employees in the department who were hired after 1/1/14.						10,400
718.002	DEFERRED COMPENSATION No longer using deferred compenstion - using FICA/Medicare completely						
718.003	OPEB - RETIREMENT HEALTH No employees with OPEB eligiblity.						
719.000	HEALTH INSURANCE There was a 5.5% decrease in the health insurance premium for 2024. Provided by HR.						99,705
719.003	EMPLOYEE PAID HEALTH CONTRA Amount employees pay toward their health care coverage.						(7,200)

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 304 - ORDINANCE							
719.015	DENTAL BENEFITS There was a 4.6% increase in dental premium for 2024. Provided by HR						6,757
719.016	VISION BENEFITS An actual increase of 7% for 2 year rate guarantee from 9/1/23 to 8/31/2025. Numbers provided by HR						1,495
719.020	HEALTH CARE DEDUCTION Cost to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. Provided by Accounting Director.						26,670
719.021	ADMIN FEE - HEALTH DEDUCTIBLE Cost to manage card used to pay the health care deductibles, administered by Clarity Benefits.						576
719.022	DISABILITY INSURANCE An estimated increase of 2% for 2024. Numbers provided by HR						2,667
719.023	LIFE INSURANCE An estimated increase of 2% for 2024. Numbers provided by HR						2,083
719.030	WORKERS COMPENSATION Workers Comp allocation based on type work performed and number of employees in the department. Budget was based on a percentage of the full 2024 workers comp estimate of $173,069. A credit is usually given at year end - Not guaranteed. Provided by Accounting Director						3,896
727.000	OFFICE SUPPLIES Expenses for office supplies such as envelopes, pens, portable printer ink, etc. No change for 2024.						1,000
730.000	POSTAGE Postage expenses for Ordinance Dept. operations.						2,500
740.000	OPERATING SUPPLIES Operating supplies for the Ordinance Dept such as batteries, digital media, software, inspection tools and supplies.						2,000
741.001	UNIFORMS-NEW AND BADGES Expenses for new and replacement uniform boots and clothing for Ordinance Officers.						4,000

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 304 - ORDINANCE							
760.000	PPE & FIRST AID SUPPLIES						400
	Expenses for personal protective equipment and first aid supplies for the department and vehicles.						
800.001	ADMINSTRATION FEES						54,260
	Admin fees are paid to the General Fund for service provided by Human Resource, Accounting, Computer Tech, Auditing and other support personnel and shared expenses. Allocations are based on wages of the support and maintenance staff, floor space, staffing levels, computers, phones, etc. This year there is a split in Law Enforcement Fund between empoyees working under Law Enforcement Department and the Ordinance Department. Provided by the Account Director.						
860.000	TRAVEL						1,500
	Reimbursement for business use of personal vehicle.						
867.000	GAS & OIL						12,000
	Fuel and oil expenses for vehicles assigned to the Ordinance Dept. Decrease due to the lower cost of fuel and oil.						
935.000	MOTORPOOL-MISC REPAIR						8,000
	Covers miscellaneous vehicle repair above normal MotorPool maintenance. Provided by Accounting Director						
943.000	MOTORPOOL INTERNAL						42,725
	Vehicle & Maintenance MotorPool Allocation - Figures provided by the Accounting Director.						
955.001	INSURANCE & BOND FLEET						3,586
	Insurance for buildings, equipment, and vehicles. Provided by the Accounting Director.						
958.000	MEMBERSHIP AND DUES						500
	This is for Michigan Association of Code Enforcement Officers membership (7 @ $60)						
977.000	EQUIPMENT						5,000
	Expenses for new and replacement equipment for field inspectors (computers, printers, inspection tools).						
	DEPT '304' TOTAL						881,468
ESTIMATED REVENUES - FUND 266		8,486,825	8,812,676	8,914,690	8,948,614	9,386,220	9,606,116
APPROPRIATIONS - FUND 266		7,031,078	7,254,959	8,403,590	8,437,514	5,548,389	8,622,634
NET OF REVENUES/APPROPRIATIONS - FUND 266		1,455,747	1,557,717	511,100	511,100	3,837,831	983,482

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI
Fund: 282 AMERICAN RESCUE PLAN ACT FUND

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 000							
ESTIMATED REVENUES							
282-000-528.000	OTHER FEDERAL GRANTS		237,634		9,201,392		
282-000-665.000	INTEREST EARNED	195	134,518		130,601	323,268	
282-000-686.000	DESIGNATED LOSS REVENUE - ARPA					9,201,391	
282-000-699.999 *	APPROPRIATED PRIOR YEAR BAL			600,000	134,713		
TOTAL ESTIMATED REVENUES		195	372,152	600,000	9,466,706	9,524,659	
NET OF REVENUES/APPROPRIATIONS - 000 -		195	372,152	600,000	9,466,706	9,524,659	

* NOTES TO BUDGET: DEPARTMENT 000

699.999	APPROPRIATED PRIOR YEAR BAL
	All funds have been transferred to General Fund in 2023.

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET (2024 BUDGET REQUEST)
Dept 602 - PUBLIC HEALTH							
APPROPRIATIONS							
282-602-810.000 *	BARRIER BUSTERS 3 yr Agreement				450,000	150,000	
282-602-840.000 *	COVID-19 SUPPLIES		237,634	600,000	265,314	7,344	
TOTAL APPROPRIATIONS			237,634	600,000	715,314	157,344	
NET OF REVENUES/APPROPRIATIONS - 602 - PUBLIC HEALTH			(237,634)	(600,000)	(715,314)	(157,344)	

* NOTES TO BUDGET: DEPARTMENT 602 PUBLIC HEALTH

810.000	BARRIER BUSTERS 3 yr Agreement Moved to General Fund 101-602.
840.000	COVID-19 SUPPLIES Moved to General Fund 101-602.

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 901 - CAPITAL OUTLAY							
APPROPRIATIONS							
282-901-981.010 *	BURNS PARK - IMPROVEMENTS				250,000	2,700	
282-901-981.020 *	CIVIC CENTER - PARKING LOT & WATE				750,000	35,112	
282-901-981.030 *	CIVIC CENTER - POND LINING				350,000	20,360	
282-901-981.040 *	COMMUNITY CENTER - BATHROOM & PIP				737,000	31,108	
282-901-981.045 *	COMMUNITY CENTER - BUSES				225,000		
282-901-981.050 *	COMMUNITY PARK - BALL FIELD LIGHT				354,000		
282-901-981.060 *	COMMUNITY RESOURCE CENTER - IMPRO				40,000		
282-901-981.070 *	FORD LAKE PARK - SHELTER				300,000	28,350	
282-901-981.080 *	FORD HERITAGE PARK - BATHROOM				500,000	3,710	
282-901-981.090 *	FORD HERITAGE PARK - IMPROVEMENTS				165,000		
282-901-981.100 *	GREEN OAKS GOLF COURSE - BATHROOM				300,000	8,794	
282-901-981.110 *	HYDRO DAM - SAFETY PROJECT				680,000		
282-901-981.120 *	LAKESIDE PARK - SHELTER				300,000	3,965	
282-901-981.130 *	ROAD IMPROVEMENT & STORM WATER MG				2,800,392		
282-901-981.140 *	STREETLIGHTS - LED CONVERSION				650,000	576,838	
282-901-981.150 *	WEST WILLOW PARK - IMPROVEMENTS				350,000	7,000	
TOTAL APPROPRIATIONS					8,751,392	717,937	
NET OF REVENUES/APPROPRIATIONS - 901 - CAPITAL OUTLA					(8,751,392)	(717,937)	

* NOTES TO BUDGET: DEPARTMENT 901 CAPITAL OUTLAY

981.010 BURNS PARK - IMPROVEMENTS

Moved to General Fund 101-902.

981.020 CIVIC CENTER - PARKING LOT & WATER MAIN

Moved to General Fund 101-902.

981.030 CIVIC CENTER - POND LINING

Moved to General Fund 101-902.

981.040 COMMUNITY CENTER - BATHROOM & PIPING

Moved to General Fund 101-902.

981.045 COMMUNITY CENTER - BUSES

Moved to General Fund 101-902.

981.050 COMMUNITY PARK - BALL FIELD LIGHTS

Moved to General Fund 101-902.

981.060 COMMUNITY RESOURCE CENTER - IMPROVE

Moved to General Fund 101-902.

981.070 FORD LAKE PARK - SHELTER

Moved to General Fund 101-902.

981.080 FORD HERITAGE PARK - BATHROOM

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
				2024 BUDGET REQUEST			
Dept 901 - CAPITAL OUTLAY							
	Moved to General Fund 101-902.						
981.090	FORD HERITAGE PARK - IMPROVEMENTS						
	Moved to General Fund 101-902.						
981.100	GREEN OAKS GOLF COURSE - BATHROOM						
	Moved to General Fund 101-902.						
981.110	HYDRO DAM - SAFETY PROJECT						
	Moved to General Fund 101-902.						
981.120	LAKESIDE PARK - SHELTER						
	Moved to General Fund 101-902.						
981.130	ROAD IMPROVEMENT & STORM WATER MGMT						
	Moved to General Fund 101-902.						
981.140	STREETLIGHTS - LED CONVERSION						
	This line is for LED streetlight conversion. This project will be completed in 2023.						
981.150	WEST WILLOW PARK - IMPROVEMENTS						
	Moved to General Fund 101-902.						
ESTIMATED REVENUES - FUND 282		195	372,152	600,000	9,466,706	9,524,659	
APPROPRIATIONS - FUND 282			237,634	600,000	9,466,706	875,281	
NET OF REVENUES/APPROPRIATIONS - FUND 282		195	134,518			8,649,378	

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI
Fund: 284 OPIOID SETTLEMENT FUND

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 000							
ESTIMATED REVENUES							
284-000-665.000 *	INTEREST EARNED					725	
284-000-685.000 *	OPIOID SETTLEMENT REVENUE				19,985	22,611	2,000
284-000-699.999 *	APPROPRIATED PRIOR YEAR BAL						19,984
TOTAL ESTIMATED REVENUES					19,985	23,336	21,984
NET OF REVENUES/APPROPRIATIONS - 000 -					19,985	23,336	21,984

* NOTES TO BUDGET: DEPARTMENT 000

665.000 INTEREST EARNED

Interest earned on Opiod Settlement Funds.

685.000 OPIOID SETTLEMENT REVENUE

2,000

This is for the funds we are to receive from the Opioid Settlement.

699.999 APPROPRIATED PRIOR YEAR BAL

19,984

Settlement funds from 2023 will be used to establish 2 additional Medication Disposal Boxes within the Township and to engage and connect Township Residents with Treatment and Recovery Programs in 2024.

DEPT '000' TOTAL 21,984

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
				2024 BUDGET REQUEST			
Dept 631 - SUBSTANCE ABUSE							
APPROPRIATIONS							
284-631-962.000 *	OPIOID REMEDIATION				19,985		21,984
TOTAL APPROPRIATIONS					19,985		21,984
NET OF REVENUES/APPROPRIATIONS - 631 - SUBSTANCE ABU					(19,985)		(21,984)

* NOTES TO BUDGET: DEPARTMENT 631 SUBSTANCE ABUSE

962.000	OPIOID REMEDIATION						
							19,984
	This is to be used for the fight and education against opioid abuse.						
	DEPT '631' TOTAL						19,984
ESTIMATED REVENUES - FUND 284					19,985	23,336	21,984
APPROPRIATIONS - FUND 284					19,985		21,984
NET OF REVENUES/APPROPRIATIONS - FUND 284						23,336	

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 000							
ESTIMATED REVENUES							
287-000-452.000	BLIGHT/CLEANUP-TAX REIMB	50				150	
287-000-452.001 *	BOARD UP - VACANT RESIDENT TAX	491	854	800	800	205	800
287-000-452.002 *	NOXIOUS WEE - TAX REIMBURSE	28,218	21,711	20,000	20,000	13,512	20,000
287-000-659.000 *	BLIGHT - SERVICE CHARGE	8,550	10,997	10,000	10,000	3,803	10,000
287-000-659.001 *	BOARD UP - SERVICE CHARGE	135	1,006	500	500	1,597	1,000
287-000-659.002 *	WEEDS - SERVICE CHARGE	6,914	7,737	6,000	6,000	2,476	6,000
287-000-665.000 *	INTEREST EARNED	7	1,059	100	100	2,658	
287-000-699.999 *	APPROPRIATED PRIOR YEAR BAL			10,628	10,628		11,277
TOTAL ESTIMATED REVENUES		44,365	43,364	48,028	48,028	24,401	49,077
NET OF REVENUES/APPROPRIATIONS - 000 -		44,365	43,364	48,028	48,028	24,401	49,077

* NOTES TO BUDGET: DEPARTMENT 000

452.001 BOARD UP - VACANT RESIDENT TAX

800

Delinquent invoices for boarding up vacant buildings added to property tax bills as a special assessment.

452.002 NOXIOUS WEE - TAX REIMBURSE

20,000

Delinquent invoices for vegetation and noxious weed abatement added to property tax bills as a special assessment.

659.000 BLIGHT - SERVICE CHARGE

10,000

Fees collected from property owners for blight clean-up services performed by the Ordinance Dept.

659.001 BOARD UP - SERVICE CHARGE

1,000

Fees collected from property owners for board-up services to secure open vacant buildings.

659.002 WEEDS - SERVICE CHARGE

6,000

Fees collected from property owners for statutory vegetation enforcement and noxious weed abatement.

665.000 INTEREST EARNED

Interest earned on accounts.

699.999 APPROPRIATED PRIOR YEAR BAL

11,277

Amount needed from Fund Balance. The cost of enforcement should be collected from the property owner and may not be collected in the same year as the charge.

DEPT '000' TOTAL 49,077

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 733 - NUISANCE ABATEMENT DEPARTMENT							
APPROPRIATIONS							
287-733-704.000 *	APPOINTED OFFICIALS	1,000	1,000	1,000	1,000		1,000
287-733-715.000 *	F.I.C.A./MEDICARE	77	76	15	15		77
287-733-718.000	MERS RETIREMENT	43	48				
287-733-718.002 *	DEFERRED COMPENSATION			13	13		
287-733-806.001 *	BLIGHT ENFORCEMENT COSTS	28,591	8,631	30,000	24,000	12,493	30,000
287-733-806.002 *	BOARD-UP ENFORCEMENT COSTS	9,241	8,810	2,000	8,000	6,150	3,000
287-733-806.003 *	NOXIOUS WEED ENFORCEMENT COST	20,774	10,783	15,000	15,000	7,155	15,000
TOTAL APPROPRIATIONS		59,726	29,348	48,028	48,028	25,798	49,077
NET OF REVENUES/APPROPRIATIONS - 733 - NUISANCE ABAT		(59,726)	(29,348)	(48,028)	(48,028)	(25,798)	(49,077)

* NOTES TO BUDGET: DEPARTMENT 733 NUISANCE ABATEMENT DEPARTMENT

704.000 APPOINTED OFFICIALS

1,000

Statutory payment to the appointed noxious weed commissioner for the purpose of interpreting and administering code.

715.000 F.I.C.A./MEDICARE

77

Figures provided by the Accounting Director.

718.002 DEFERRED COMPENSATION

No longer using deferred compenstion - using FICA/Medicare completely

806.001 BLIGHT ENFORCEMENT COSTS

30,000

Expenses for curbside clean-up of eviction and solid waste debris, and court ordered clean-ups of blighted properties by the Ordinance Dept.

806.002 BOARD-UP ENFORCEMENT COSTS

3,000

Expenses to board up and secure open, vacant buildings.

806.003 NOXIOUS WEED ENFORCEMENT COST

15,000

Expenses to mow grass and abate noxious weeds when property owners fail to do so as required by code. Any outstanding charges will be applied to the owners property taxes.

	DEPT '733' TOTAL						49,077
ESTIMATED REVENUES - FUND 287		44,365	43,364	48,028	48,028	24,401	49,077
APPROPRIATIONS - FUND 287		59,726	29,348	48,028	48,028	25,798	49,077
NET OF REVENUES/APPROPRIATIONS - FUND 287		(15,361)	14,016			(1,397)	

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 000							
ESTIMATED REVENUES							
398-000-665.000	INTEREST EARNED	4	151			424	
398-000-699.004 *	TRANSFER IN: FROM LDFA FUND	78,572	74,322	71,083	71,083	71,083	74,313
398-000-699.101 *	TRANSFER IN: FROM GENERAL FUND	39,517	159,468	163,067	163,067	163,067	159,977
TOTAL ESTIMATED REVENUES		118,093	233,941	234,150	234,150	234,574	234,290
NET OF REVENUES/APPROPRIATIONS - 000 -		118,093	233,941	234,150	234,150	234,574	234,290

* NOTES TO BUDGET: DEPARTMENT 000

699.004 TRANSFER IN: FROM LDFA FUND

74,313

TThis line item reflects the amount transferred from the LDFA Fund to pay the Improvement Bonds, Series 2006 dated June 6, 2013. The original bond debt amount was $3,200,000, and our balance will be $1,095,000 on 12/31/24. The bond payoff is scheduled out to 2029. The decrease in the LDFA funds captured is due to the elimination of personal property taxes due to sale of Bosal properties.

699.101 TRANSFER IN: FROM GENERAL FUND

159,977

This line reflects the amount needed from the General Fund for payment deficiencies created by the loss of LDFA captured taxes in order to pay the bond debt obligation. The amount needed from the General Fund is $159,977.

699.999 APPROPRIATED PRIOR YEAR BAL

This line item reflects the amount that will be used from prior year fund balance to make up the payment deficiencies.

DEPT '000' TOTAL 234,290

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 906 - DEBT SERVICES							
APPROPRIATIONS							
398-906-991.020 *	DEBT REPAYMENT- BONDS-SEAVER	190,000	195,000	200,000	200,000	200,000	205,000
398-906-993.003 *	DEBT INTEREST BONDS-SEAVER	42,960	38,340	33,600	33,600	33,600	28,740
398-906-993.008 *	BOND COST OF ISSUANCE	450	500	550	550	500	550
TOTAL APPROPRIATIONS		233,410	233,840	234,150	234,150	234,100	234,290
NET OF REVENUES/APPROPRIATIONS - 906 - DEBT SERVICES		(233,410)	(233,840)	(234,150)	(234,150)	(234,100)	(234,290)

* NOTES TO BUDGET: DEPARTMENT 906 DEBT SERVICES

991.020	DEBT REPAYMENT- BONDS-SEAVER	
		205,000
	This line item reflects our annual bond principal payment of $205,000.	
993.003	DEBT INTEREST BONDS-SEAVER	
		28,740
	This line item reflects the annual bond interest payment of $28,740.	
993.008	BOND COST OF ISSUANCE	
		550
	This line item reflects the cost of issuing bond.	
	DEPT '906' TOTAL	234,290

ESTIMATED REVENUES - FUND 398	118,093	233,941	234,150	234,150	234,574	234,290
APPROPRIATIONS - FUND 398	233,410	233,840	234,150	234,150	234,100	234,290
NET OF REVENUES/APPROPRIATIONS - FUND 398	(115,317)	101			474	

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 000							
ESTIMATED REVENUES							
584-000-642.005 *	SALES FOOD & BEVERAGE	33,150	38,309	34,000	34,000	35,499	35,000
584-000-642.007 *	SALES MERCHANDISE PRO SHOP	30,527	29,287	28,000	28,000	25,883	29,000
584-000-651.001 *	USE & ADMISSION FEE 18 HOLES	271,206	224,428	255,000	255,000	243,928	260,000
584-000-651.002 *	USE & ADMISSION FEE 9 HOLES	119,287	96,771	100,000	100,000	108,093	105,000
584-000-651.003 *	USE & ADMISSION FEE LEAGUES	31,612	37,054	35,000	35,000	41,280	38,000
584-000-651.005 *	USE& ADMISSION FEE SEASON PAS	44,136	41,427	42,000	42,000	45,156	42,000
584-000-651.007 *	EQUIPMENT RENTALS - CARTS	185,360	169,366	160,000	160,000	161,775	180,000
584-000-651.008 *	GOLF CART STORAGE RENTAL	4,423	1,050	1,050	1,050		1,050
584-000-665.000 *	INTEREST EARNED	25	3,372	100	100	4,517	2,000
584-000-676.012 *	INSURANCE REIMBURSEMENTS	1,098	21,925		9,500	19,453	
584-000-683.000 *	OTHER INCOME-MISCELLANEOUS	780	587			961	
584-000-699.101 *	TRANSFER IN: FROM GENERAL FUND		2,153				
584-000-699.213 *	TRANSFER IN: FROM BSRII FUND	15,000	80,000	233,151	233,151		254,338
584-000-699.999 *	APPROPRIATED PRIOR YEAR BAL			42,000	42,250		
TOTAL ESTIMATED REVENUES		736,604	745,729	930,301	940,051	686,545	946,388
NET OF REVENUES/APPROPRIATIONS - 000 -		736,604	745,729	930,301	940,051	686,545	946,388

* NOTES TO BUDGET: DEPARTMENT 000

642.005 SALES FOOD & BEVERAGE

35,000

Revenue received from sale of food and beverage sold in the golf shop. This line item was increased to $35,000 due to the rising costs of food and the anticipated rising of costs for items for 2024.

642.007 SALES MERCHANDISE PRO SHOP

29,000

Revenue received from sale of merchandise sold in golf shop. This line item was increased to $29,000 due to rising costs of products and YTD sales.

651.001 USE & ADMISSION FEE 18 HOLES

260,000

Revenue received from 18-hole play. This line item has been increased to $260,000 due to an anticipated increase in rounds for 2024.

651.002 USE & ADMISSION FEE 9 HOLES

105,000

Revenue received from 9-hole play. This line item has been increased to $105,000 due to an anticipated increase in rounds for 2024.

651.003 USE & ADMISSION FEE LEAGUES

38,000

Revenue from League play. This line has been increased for 2024 due to planned increases in cart fees.

651.005 USE& ADMISSION FEE SEASON PAS

42,000

This line item reflects revenue from the sale of seasonal membership passes. This line item will remain the same for 2024.

651.007 EQUIPMENT RENTALS - CARTS

180,000

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 000							
	Revenue received from the rental of golf carts. This line item has been increased due to an anticipated increase in both 9 hole and 18 holes cart fees for 2024.						
651.008	GOLF CART STORAGE RENTAL						1,050
	Revenue received from the storage of personal golf carts. This line item will remain the same for 2024 with only 3 carts still remaining.						
665.000	INTEREST EARNED						2,000
	Interest earned on funds deposited at various banks.						
676.012	INSURANCE REIMBURSEMENTS						
	Some years we receive dividends back from MML Workers Comp and/or Insurance Liability.						
683.000	OTHER INCOME-MISCELLANEOUS						
	Revenues received from one-time deposits, including advertising fees collected for ads on scorecards and special revenues that do not have a designated line item.						
699.101	TRANSFER IN: FROM GENERAL FUND						
	Not budgeted for 2023. One time use in 2022 for employee appreciation.						
699.213	TRANSFER IN: FROM BSRII FUND						254,338
	Funds needed from Fund 213-BSR II. Only transferred if needed, generally at end of year.						
699.999	APPROPRIATED PRIOR YEAR BAL						
	Amount needed from fund balance for capital outlay of $30,000 and a difference of $12,000 for part of the depreciation						
	DEPT '000' TOTAL						946,388

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 784 - GOLF COURSE FUND							
APPROPRIATIONS							
584-784-702.001 *	SALARIES - GREENSKEEPER	86,300	77,877	72,100	72,100	59,581	74,263
584-784-702.002 *	SALARIES - PRO SHOP DIRECTOR	55,933	64,381	60,163	60,163	49,871	61,967
584-784-706.000 *	SALARY - PERMANENT WAGES	34,032	7,971	42,000	42,000	26,654	43,260
584-784-706.008 *	WAGES PROSHOP	9,648	30,962	39,140	39,140	32,344	40,315
584-784-707.001 *	WAGES- TEMPORARY MAINTENANCE	47,735	75,623	65,000	79,500	70,156	70,000
584-784-707.002 *	WAGES- TEMPORARY PRO SHOP	63,141	44,602	48,000	45,000	37,784	55,000
584-784-708.010 *	HEALTH INS BUYOUT	3,000	3,000				
584-784-709.000 *	REG OVERTIME	4,369	6,140	4,000	500	446	500
584-784-715.000 *	F.I.C.A./MEDICARE	16,074	15,120	18,198	18,198	20,445	25,384
584-784-718.000 *	MERS RETIREMENT	25,171	20,379	11,695	11,695	9,327	12,046
584-784-718.001 *	RETIREMENT HEALTH CARE SAVINGS	1,300	2,950	5,200	5,200	4,150	5,200
584-784-718.002 *	DEFERRED COMPENSATION	1,442	1,643	1,404	1,404		
584-784-718.003 *	OPEB - RETIREMENT HEALTH		17,726				
584-784-719.000 *	HEALTH INSURANCE	40,413	46,802	105,510	105,510	76,861	83,088
584-784-719.003 *	EMPLOYEE PAID HEALTH CONTRA	(2,925)	(3,450)	(7,200)	(7,200)		(6,000)
584-784-719.015 *	DENTAL BENEFITS	2,674	3,124	5,217	5,217	3,769	4,475
584-784-719.016 *	VISION BENEFITS	710	547	996	996	739	901
584-784-719.020 *	HEALTH CARE DEDUCTION	13,548	22,241	23,660	23,660	15,664	20,720
584-784-719.021 *	ADMIN FEE - HEALTH DEDUCTIBLE	199	190	336	336	316	384
584-784-719.022 *	DISABILITY INSURANCE	798	484	1,163	1,163	581	1,186
584-784-719.023 *	LIFE INSURANCE	510	387	907	907	454	926
584-784-719.025 *	UNEMPLOYMENT EXPENSE	(3,179)	8,941	5,000	5,000		
584-784-719.030 *	WORKERS COMPENSATION	2,701	2,461	4,008	4,008	1,625	4,025
584-784-727.001 *	OFFICE SUPPLIES MAINTENANCE	4		100	100		100
584-784-727.002 *	OFFICE SUPPLIES PRO SHOP		50	200	200	27	200
584-784-757.001 *	OPERATING SUPPLIES MAINTENANC	6,206	5,169	6,500	6,500	4,830	7,000
584-784-757.002 *	OPERATING SUPPLIES PRO SHOP	3,306	3,458	4,000	4,000	3,138	4,500
584-784-757.003 *	OPERATING SUPPLIES-CART RENTA	50,347	44,384	47,000	47,000	54,528	51,885
584-784-757.007 *	COST OF SALES PRO SHOP	18,132	19,243	18,000	18,000	14,782	20,000
584-784-757.008 *	COST OF SALES FOOD & BEV	11,469	14,644	16,000	16,000	13,933	16,000
584-784-760.000 *	PPE & FIRST AID SUPPLIES	88	776	500	500	631	500
584-784-776.004 *	BLDG MAIN SUPPLIES PRO SHOP	97		250	250	49	250
584-784-776.005 *	BLDG MAIN SUPPLIES MAINTENANC	875		750	750	200	750
584-784-783.001 *	SEED PLANTING -FERTILIZER	25,457	4,443	30,000	25,000	22,825	30,000
584-784-783.002 *	SEED PLANTING -CHEMICALS	15,152	7,448	20,000	17,000	13,888	20,000
584-784-783.003 *	SEED PLANTING -TOP SOIL	3,261	1,218	6,000	6,000	4,894	8,000
584-784-783.004 *	TREE MAINTENANCE	792		4,500	4,500		8,000
584-784-800.001 *	ADMINSTRATION FEES	19,981	20,593	19,903	19,903	16,586	20,501
584-784-801.000 *	PROFESSIONAL SERVICES	3,197	3,435	4,000	6,000	5,419	6,000
584-784-818.000 *	CONTRACTUAL SERVICES	785	4,019	1,200	1,200		1,200
584-784-867.000 *	GAS & OIL	7,901	9,853	11,000	11,000	7,721	11,000
584-784-867.100 *	GAS & OIL - OTHER EQUIP	12,726	11,515	16,000	16,000	8,519	16,000
584-784-900.000 *	PUBLISHING	1,371	1,248	2,000	2,000	504	2,000
584-784-900.003 *	GOLF COURSE ADVERTISING			2,000	2,000		2,000
584-784-920.008 *	UTILITIES-MAINTENANCE ELECTRIC	10,392	8,939	15,000	15,000	13,051	15,000
584-784-920.009 *	UTILITIES MAINTENANCE HEATING	1,207	1,806	3,000	3,000	1,112	3,000
584-784-920.010 *	UTILITIES MAINTENANCE PHONE	75	123	700	700	13	700
584-784-920.011 *	UTILITIES MAINTENANCE WATER	771	1,478	1,500	1,500	1,313	1,500
584-784-920.013 *	UTILITIES PRO SHOP	1,617	2,175	2,500	2,500	1,590	2,500
584-784-930.000 *	REPAIRS MAINTENANCE-MACHINERY	3,122	3,490	3,500	3,500	3,260	3,500
584-784-930.003 *	REPAIR/MAINT - IRRIGATION						10,000
584-784-931.009 *	BLDG MAINTENANCE	217	181	500	500		500
584-784-931.010 *	BLDG MAINTENANCE PRO SHOP	1,033	777	2,000	2,000	1,925	2,000
584-784-931.022 *	NON REOCCURRING R & M - GOLF				9,750	9,750	10,000
584-784-933.000 *	EQUIPMENT MAINTENANCE	34,851	45,138	35,000	33,000	31,816	35,000
584-784-939.001 *	MOTORPOOL - MISC REPAIR	434		500	500	317	500

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 784 - GOLF COURSE FUND							
APPROPRIATIONS							
584-784-939.003 *	GOLF CARTS EXPENSE	568	1,688	1,800	1,800	1,537	2,000
584-784-943.000 *	MOTORPOOL INTERNAL	1,614	5,333	6,811	6,811	5,676	1,478
584-784-955.002 *	INSURANCE & BONDS FIRE & LIAB	9,189	9,400	9,890	9,890	7,984	10,084
584-784-956.008 *	MISCELLANCEOUS EXP-PRO SHOP	245	970	1,000	1,000	475	1,500
584-784-957.000 *	BANK CHARGES	12,185	10,794	13,000	13,000	11,193	13,000
584-784-958.001 *	MEMBERSHIPS & DUES NATL SUPER	400	580	400	400		1,000
584-784-958.004 *	MEMBERSHIPS & DUES PRO SHOP	561	562	600	600	562	600
584-784-968.000 *	DEPRECIATION EXPENSE	69,363	68,703	81,200	81,200	68,703	74,000
584-784-971.000 *	CAPITAL OUTLAY/OTHER			30,000	30,000	23,720	30,000
584-784-971.023	CAPITAL OUTTLAY-IRRIGATION SY		25,039				
584-784-977.000 *	EQUIPMENT		1,556	5,000	5,000	2,069	5,000
TOTAL APPROPRIATIONS		732,585	790,329	930,301	940,051	769,307	946,388
NET OF REVENUES/APPROPRIATIONS - 784 - GOLF COURSE F		(732,585)	(790,329)	(930,301)	(940,051)	(769,307)	(946,388)

* NOTES TO BUDGET: DEPARTMENT 784 GOLF COURSE FUND

702.001 SALARIES - GREENSKEEPER

74,263

Salary of the Golf Course Superintendent. New Superintendent hired in 2022. A 3 % increase was added to all employees plus longevity for 2024.

702.002 SALARIES - PRO SHOP DIRECTOR

61,967

Salary of the Golf Operations Director. A 3 % increase was added to all employees plus longevity for 2024. Discussion will be held with HR reqarding salary adjustment or bonus based on meeting revenue goals. Reviewing comparable salaries and compensation.

706.000 SALARY - PERMANENT WAGES

43,260

Salary of the Assistant to the Golf Course Superintendent. A 3% increase was added to all employee plus longevity for 2024.

706.008 WAGES PROSHOP

40,315

Salary to the assistant of the golf operations director. A 3 % increase was added to all employees plus longevity for 2024.

707.001 WAGES- TEMPORARY MAINTENANCE

70,000

Used for the employment of seasonal employees who work on the maintenance of the golf course. This line item has been increased due to rising costs of inflation and the need to pay more per hour for quality workers.

707.002 WAGES- TEMPORARY PRO SHOP

55,000

Used for seasonal employees who work in the golf shop. This line item has been increased due to rising costs of inflation and the need to pay more per hour for quality workers.

708.010 HEALTH INS BUYOUT

This line item is used for the health insurance buyout for employees who receive health insurance through another source. No buyouts projected for 2023.

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 784 - GOLF COURSE FUND							
709.000	REG OVERTIME						500
	Overtime costs for temporary staff working over 40 hours a week. It is recommended that $4,000 be budgeted to be used on an as needed basis during the busier months of May through September. Decreased due to activity.						
715.000	F.I.C.A./MEDICARE						25,384
	Figures provided by the Accounting Director.						
718.000	MERS RETIREMENT						12,046
	Allocation of annual required contribution (ARC) provided by Accounting Director. Overall Township ARC increased by an estimate of 9.5%						
718.001	RETIREMENT HEALTH CARE SAVINGS						5,200
	Amount placed into a health care savings account for future use in health care expenses. This is for employees in the department hired after 1/1/14.						
718.002	DEFERRED COMPENSATION						
	No longer using deferred compenstion - using FICA/Medicare completely						
718.003	OPEB - RETIREMENT HEALTH						
	No employees with OPEB eligibility						
719.000	HEALTH INSURANCE						83,088
	There was a 5.5% decrease in the health insurance premium for 2024. Provided by HR.						
719.003	EMPLOYEE PAID HEALTH CONTRA						(6,000)
	Amount employees pay toward their health care coverage.						
719.015	DENTAL BENEFITS						4,475
	There was a 4.6% increase in dental premium for 2024. Provided by HR						
719.016	VISION BENEFITS						901
	An actual increase of 7% for 2 year rate guarantee from 9/1/23 to 8/31/2025. Numbers provided by HR						
719.020	HEALTH CARE DEDUCTION						20,720
	Cost to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. Provided by Accounting Director.						

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 784 - GOLF COURSE FUND							
719.021	ADMIN FEE - HEALTH DEDUCTIBLE						384
	Cost to manage card used to pay the health care deductibles, administered by Clarity Benefits.						
719.022	DISABILITY INSURANCE						1,186
	An estimated increase of 2% for 2024. Numbers provided by HR						
719.023	LIFE INSURANCE						926
	An estimated increase of 2% for 2024. Numbers provided by HR						
719.025	UNEMPLOYMENT EXPENSE						
	Figures provided by the Accounting Director.						
719.030	WORKERS COMPENSATION						4,025
	Workers Comp allocation based on type work performed and number of employees in the department. Budget was based on a percentage of the full 2024 workers comp estimate of $173,069. A credit is usually given at year end - Not guaranteed. Provided by Accounting Director						
727.001	OFFICE SUPPLIES MAINTENANCE						100
	This line item is used for office supplies in the maintenance area.						
727.002	OFFICE SUPPLIES PRO SHOP						200
	This line items is used for office supplies in the pro shop. This line item will remain the same for 2024.						
757.001	OPERATING SUPPLIES MAINTENANC						7,000
	This line item is used to purchase general operating supplies regarding the maintenance of the golf course. An increase of $500 has been proposed due to rising costs.						
757.002	OPERATING SUPPLIES PRO SHOP						4,500
	This line item is used for the purchase of operational supplies needed in the golf shop such as credit card processing supplies, miscellaneous food related equipment, thermal paper, score pencils, and employee uniforms. A slight increase of $500 was added for adjustment due to rising prices of items for 2024.						
757.003	OPERATING SUPPLIES-CART RENTA						51,885
	This line item covers annual lease of the golf carts $41,400, cart maintenence $2,985 and personal property taxes estimate at $7,500. Contract through 9/30/2025						
757.007	COST OF SALES PRO SHOP						20,000

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 784 - GOLF COURSE FUND							
	This line item is used for recording the cost of merchandise inventory after it is sold. This is in correlation with the revenue for sales of merchandise. The net effect is the profit of goods sold. This line item has been increased to 20,000 based on rising costs and data from 2022.						
757.008	COST OF SALES FOOD & BEV						16,000
	This line item is used for recording the cost of food & beverage inventory after it is sold. This is in correlation with the revenue for sales of food & beverage. The net effect is the profit of goods sold. This line item will remain the same for 2024.						
760.000	PPE & FIRST AID SUPPLIES						500
	Covers all PPE, first aid supplies, and other supplies required by OSHA. This line item will remain the same for 2024.						
776.004	BLDG MAIN SUPPLIES PRO SHOP						250
	This line item is for the purchase of maintenance supplies for the golf shop. This line item will remain the same for 2024.						
776.005	BLDG MAIN SUPPLIES MAINTENANC						750
	This line item is for the purchase of maintenance supplies for the maintenance building. This line item will remain the same for 2024.						
783.001	SEED PLANTING -FERTILIZER						30,000
	This line item reflects the cost of fertilizer to be used on the golf course. This line item will remain the same for 2024.						
783.002	SEED PLANTING -CHEMICALS						20,000
	This line item reflects the cost of seed planting chemicals to be used on the golf course. This line item will remain the same for 2024.						
783.003	SEED PLANTING -TOP SOIL						8,000
	This line item reflects the cost of planting top soil to be used on the golf course. This line item has been increased due to the rising costs of supplies including top soil and seed.						
783.004	TREE MAINTENANCE						8,000
	This line item is used in the event that a tree either has fallen or needs to be taken down by professionals in order to prevent a danger to our customers and staff. The budget for this item has been increased due to many trees that need to be trimmed and or removed due to years of neglect and a large storm over the winter.						
800.001	ADMINSTRATION FEES						20,501

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 784 - GOLF COURSE FUND							
	Admin fees are paid to the General Fund for service provided by Human Resource, Accounting, Computer Tech, Auditing and other support personnel and shared expenses. Allocations are based on wages of the support and maintenance staff, floor space, staffing levels, computers, phones, etc. Provided by the Account Director.						
801.000	PROFESSIONAL SERVICES						6,000
	This line item is used for professional services including the alarm company, pest control, gutter cleaning, locksmith, etc. This line item will remain the same for 2024.						
818.000	CONTRACTUAL SERVICES						1,200
	This line item is used to cover the costs of deep root aeriation and back flow prevention. This line item will remain the same for 2024.						
867.000	GAS & OIL						11,000
	This line item is used for gas and oil in the golf carts. This line item has been increased to $11,000 due to the rising costs of gas for the golf carts. When lease expires on September 30, 2025 we would like to move to electric.						
867.100	GAS & OIL - OTHER EQUIP						16,000
	This line item is used for gas and oil for the golf equipment. This line item will remain the same for 2024.						
900.000	PUBLISHING						2,000
	This line item is used to cover the cost of scorecards and printed marketing materials. This line item will remain the same for 2024.						
900.003	GOLF COURSE ADVERTISING						2,000
	This line item is for the advertisement of the golf course. This line item will remain the same for 2024.						
920.008	UTILITIES-MAINTENANCE ELECTRIC						15,000
	This line item is used for electric service for the maintenance building at the golf course. This line item will remain the same for 2024.						
920.009	UTILITIES MAINTENANCE HEATING						3,000
	This line item is used for gas service in the maintenance building. This line item will remain the same for 2024.						
920.010	UTILITIES MAINTENANCE PHONE						700

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 784 - GOLF COURSE FUND							
	This line item is used for phone service at the maintenance building. This line item will remain the same for 2024.						
920.011	UTILITIES MAINTENANCE WATER						1,500
	This line is used for water at the maintenance garage. This line item will remain the same for 2024.						
920.013	UTILITIES PRO SHOP						2,500
	This line item is used for phone service and Comcast service in the golf shop. Slight increase for 2024.						
930.000	REPAIRS MAINTENANCE-MACHINERY						3,500
	This line item is used for repair and winter maintenance of machinery at the golf course.						
930.003	REPAIR/MAINT - IRRIGATION						10,000
	This line item has been added to better track repairs to the irrigation system.						
931.009	BLDG MAINTENANCE						500
	This line item is used to cover the cost of building maintenance at the golf course. This line item will remain the same for 2024.						
931.010	BLDG MAINTENANCE PRO SHOP						2,000
	This line item is used to cover the cost of maintaining the golf shop. This line item will remain the same for the 2024.						
931.022	NON REOCCURRING R & M - GOLF						10,000
933.000	EQUIPMENT MAINTENANCE						35,000
	This line item is used to cover the cost of maintaining the golf course equipment. This line item will remain the same in 2024.						
939.001	MOTORPOOL - MISC REPAIR						500
	Covers miscellaneous vehicle repair. Provided by Accounting Director						
939.003	GOLF CARTS EXPENSE						2,000

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 784 - GOLF COURSE FUND							
	This line item is used to cover the cost of repairs and supplies for the golf carts. It is recommended that this line item be increased by due to ongoing repairs for 2024.						
943.000	MOTORPOOL INTERNAL						1,478
	Vehicle & Maintenance MotorPool Allocation. Provided by Accounting Director.						
955.002	INSURANCE & BONDS FIRE & LIAB						10,084
	Insurance for buildings, equipment, and vehicles. Provided by the Accounting Director.						
956.008	MISCELLANCEOUS EXP-PRO SHOP						1,500
	This line item is for incidental items occasionally needed. This line item has been increased slightly due to rising costs for 2024.						
957.000	BANK CHARGES						13,000
	Charges for bank accounts and Credit card company's fees for processing credit card sales. This line item will remain the same for 2024.						
958.001	MEMBERSHIPS & DUES NATL SUPER						1,000
	This line item is used for the payment of membership dues. This line item will need to be increased for the Assistant Superintendent and Superintendent.						
958.004	MEMBERSHIPS & DUES PRO SHOP						600
	This line item is for the payment of PGA National membership dues for the golf director. This line item will remain the same for 2024.						
968.000	DEPRECIATION EXPENSE						74,000
	Cost of Capitial depreciation. Figures provided by the Accounting Director.						
971.000	CAPITAL OUTLAY/OTHER						30,000
	Estimates for maintenance utility carts, mowers, and other needed maintenance equipment.						
977.000	EQUIPMENT						5,000
	This is for equipment needs in the maintenance area such as small tools, chain saws, etc. and to replace aging equipment.						
	DEPT '784' TOTAL						946,388
ESTIMATED REVENUES - FUND 584		736,604	745,729	930,301	940,051	686,545	946,388
APPROPRIATIONS - FUND 584		732,585	790,329	930,301	940,051	769,307	946,388
NET OF REVENUES/APPROPRIATIONS - FUND 584		4,019	(44,600)			(82,762)	

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 000							
ESTIMATED REVENUES							
597-000-646.003 *	BIODEGRADABLE DROPOFF-NONTWP	36,325	39,833	30,000	30,000	65,389	82,000
597-000-646.004 *	BIODEGRADABLE DROPOFF-YPSI TWP	185,894	203,237	225,000	225,000	234,894	230,000
597-000-646.006 *	BILLABLE SALES - COMPOST	40,139	29,543	35,000	35,000	13,262	40,000
597-000-646.008 *	SALES - SCRAP METAL	17,798	12,831	9,500	9,500	11,250	10,000
597-000-646.009	SALES - RECYCLED OIL					8	
597-000-646.010 *	GATE REVENUE - COMPOST SALES	35,051	28,809	32,000	32,000	19,890	38,000
597-000-646.011 *	GATE REVENUE - WOOD CHIP SALES	23,939	36,731	32,000	32,000	26,626	40,000
597-000-646.012 *	GATE REVENUE - SOIL SALES	12,813	6,004	15,000	15,000	1,366	5,000
597-000-646.013 *	GATE REVENUE - DROP OFF FEES	126,482	119,619	135,000	135,000	95,187	143,000
597-000-646.014 *	GATE REVENUE - BATTERY DROP OFF	217	60	200	200	505	200
597-000-646.015 *	GATE REVENUE - MILLING SALES	6,115	7,198	5,000	5,000	11,515	12,500
597-000-646.016 *	SERVICE CHARGE - DELIVERY		200			125	500
597-000-665.000 *	INTEREST EARNED	80	11,333	500	500	31,074	10,000
597-000-676.012 *	INSURANCE REIMBURSEMENTS	664	562			219	
597-000-699.101 *	TRANSFER IN: FROM GENERAL FUND		2,423				
597-000-699.999 *	APPROPRIATED PRIOR YEAR BAL			625,594	631,996		247,417
TOTAL ESTIMATED REVENUES		485,517	498,383	1,144,794	1,151,196	511,310	858,617
NET OF REVENUES/APPROPRIATIONS - 000 -		485,517	498,383	1,144,794	1,151,196	511,310	858,617

* NOTES TO BUDGET: DEPARTMENT 000

646.003 BIODEGRADABLE DROPOFF-NONTWP

82,000

Revenue for yard waste (grass clippings, leaves, small branches) dropped off by contractors and outlying communities. An increase in this line item is projected as GFL and Waste Management are dropping off additional yard waste.

646.004 BIODEGRADABLE DROPOFF-YPSI TWP

230,000

Revenue from Fund 226 - A slight increase is projected in this line item. This is in part to increased volume of Brush/yard waste generated by Township residents and the Parks and Grounds department. Our curbside collection by Waste Management has increased due to more loads being dropped off.

646.006 BILLABLE SALES - COMPOST

40,000

This is for our Nurseries/ Landscaping yards and trucking companies. An increase is projected.

646.008 SALES - SCRAP METAL

10,000

Sales of scrap metal. Projected increase based on YTD sales.

646.010 GATE REVENUE - COMPOST SALES

38,000

Sales of compost sold at gate house. This amount is increased due to demand increasing.

646.011 GATE REVENUE - WOOD CHIP SALES

40,000

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 000							
	Revenue from two mulch's and woodchips. Projecting an increase as new agreements were made with a buyer and our continued supply of boiler fuel to Mid-Mi Recycling in Flint.						
646.012	GATE REVENUE - SOIL SALES						5,000
	Revenue of blended soil sold at our site. Estimating a decrease due to lack of good topsoil for blending purposes.						
646.013	GATE REVENUE - DROP OFF FEES						143,000
	Revenue for trash dropped at our site. Projecting an increase in this line item as the price per yard will have to be raised pending board approval due to increased contractual costs.						
646.014	GATE REVENUE - BATTERY DROP OFF						200
	Revenue from the sale of collected batteries. No change.						
646.015	GATE REVENUE - MILLING SALES						12,500
	Revenue for screened asphalt sold at our site. An increase is projected as the demand increased this year and new customers were established.						
646.016	SERVICE CHARGE - DELIVERY						500
665.000	INTEREST EARNED						10,000
	Interest earned on funds deposited at various banks						
676.012	INSURANCE REIMBURSEMENTS						
	Some years we receive dividends back from MML Workers Comp and/or Insurance Liability.						
699.101	TRANSFER IN: FROM GENERAL FUND						
	Not budgeted for 2023. One time use in 2022 for employee appreciation.						
699.999	APPROPRIATED PRIOR YEAR BAL						247,417
	This is the funds needed from prior year fund balance. This is mainly for capital outlay purchase of an air lift separator and depreciation.						
	DEPT '000' TOTAL						858,617

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 590 - COMPOST SITE							
APPROPRIATIONS							
597-590-705.000 *	SALARY - SUPERVISION	86,531	91,685	93,454	93,454	77,544	96,493
597-590-706.000 *	SALARY - PERMANENT WAGES	78,728	81,109	81,883	81,883	67,545	84,723
597-590-707.000 *	SALARY - TEMPORARY/SEASONAL	24,554	25,725	27,800	27,800	22,613	
597-590-708.004 *	SALARIES PAY OUT-PTO&SICKTIME	9,865	10,134	6,140	12,087	5,947	
597-590-708.010 *	HEALTH INS BUYOUT	750					
597-590-709.000 *	REG OVERTIME	125	141	2,000	2,000		2,000
597-590-710.000 *	ACC COMP ABSENCES-LNGTERM	(2,443)	(1,675)	5,000	5,000		3,000
597-590-715.000 *	F.I.C.A./MEDICARE	13,546	14,117	16,163	16,618	12,963	16,613
597-590-718.000 *	MERS RETIREMENT	50,281	67,327	64,887	64,887	53,909	71,365
597-590-718.001 *	RETIREMENT HEALTH CARE SAVINGS		309	325	325	274	325
597-590-718.002 *	DEFERRED COMPENSATION	319	334	362	362	17	
597-590-718.003 *	OPEB - RETIREMENT HEALTH		35,452	15,400	15,400	15,400	16,800
597-590-719.000 *	HEALTH INSURANCE	51,408	54,969	59,350	59,350	54,403	56,084
597-590-719.003 *	EMPLOYEE PAID HEALTH CONTRA	(3,600)	(4,050)	(4,050)	(4,050)		(4,050)
597-590-719.015 *	DENTAL BENEFITS	2,273	2,313	2,338	2,338	2,142	2,446
597-590-719.016 *	VISION BENEFITS	674	564	560	560	523	600
597-590-719.020 *	HEALTH CARE DEDUCTION	11,934	10,862	12,574	12,574	8,467	12,574
597-590-719.021 *	ADMIN FEE - HEALTH DEDUCTIBLE	160	185	188	188	177	216
597-590-719.022 *	DISABILITY INSURANCE	791	654	654	654	599	667
597-590-719.023 *	LIFE INSURANCE	510	513	510	510	468	521
597-590-719.030 *	WORKERS COMPENSATION	3,092	2,822	5,180	5,180	2,113	5,289
597-590-727.000 *	OFFICE SUPPLIES	102	43	200	200		200
597-590-730.000 *	POSTAGE			100	100		100
597-590-741.000 *	UNIFORMS - BOOTS & LAUNDRY	2,186	3,197	3,081	3,081	1,095	1,500
597-590-757.000 *	OPERATING SUPPLIES	1,718	889	3,000	3,000	1,514	4,500
597-590-760.000 *	PPE & FIRST AID SUPPLIES	80	499	400	400	361	500
597-590-800.001 *	ADMINSTRATION FEES	12,937	13,280	13,800	13,800	11,500	14,198
597-590-804.000 *	CONTRACTUAL/ROLLOFF DISPOSAL	51,650	60,874	61,000	61,000	43,463	65,000
597-590-804.004 *	TWP DISPOSAL FEE	6,874	1,918	4,000	4,000		10,000
597-590-850.000 *	TELEPHONE	149	456	200	200	241	200
597-590-867.200 *	GAS & OIL - YCUA	16,887	20,905	20,000	20,000	9,180	22,000
597-590-920.004 *	UTILITIES HEAT	2,969	4,208	5,000	5,000	1,509	4,000
597-590-920.005 *	UTILITIES LIGHT	1,929	2,197	2,000	2,000	2,028	2,000
597-590-931.000 *	REPAIRS AND MAINTENANCE	355	1,262	3,000	3,000	109	5,500
597-590-933.000 *	EQUIPMENT MAINTENANCE	13,761	13,305	16,000	16,000	5,363	20,000
597-590-935.000 *	MOTORPOOL-MISC REPAIR	28	213	2,500	2,500	25	2,500
597-590-941.000 *	EQUIPMENT RENTAL/LEASING		3,108	3,500	3,500		5,000
597-590-943.000 *	MOTORPOOL INTERNAL	3,228	3,228	3,456	3,456	2,880	3,228
597-590-955.001 *	INSURANCE & BOND FLEET	2,450	2,508	2,639	2,639	2,126	2,690
597-590-956.000 *	MISCELLANEOUS	235	670	100	100		100
597-590-960.000 *	EDUCATION AND TRAINING			500	500		500
597-590-968.000 *	DEPRECIATION EXPENSE	210,510	194,557	194,600	194,600	189,132	144,235
597-590-971.008 *	CAPTL OUTLAY -IMPROVEMENT	3,450	3,311	415,000	415,000		185,000
TOTAL APPROPRIATIONS		660,996	724,118	1,144,794	1,151,196	595,630	858,617
NET OF REVENUES/APPROPRIATIONS - 590 - COMPOST SITE		(660,996)	(724,118)	(1,144,794)	(1,151,196)	(595,630)	(858,617)

* NOTES TO BUDGET: DEPARTMENT 590 COMPOST SITE

705.000 SALARY - SUPERVISION

96,493

Salary of the Compost Manager. A 3 % increase was added to all employees plus longevity for 2024.

706.000 SALARY - PERMANENT WAGES

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 590 - COMPOST SITE							
							84,723
	Salaries of Heavy Equipment Operator and 25% of a Floater II/ Clerk III position. A 3 % increase was added to all employees plus longevity for 2024.						
707.000	SALARY - TEMPORARY/SEASONAL						
							27,800
	Wages for Gate Attendants (3).						
708.004	SALARIES PAY OUT-PTO&SICKTIME						
							6,140
	Used for payout of PTO time for employees that have available hours accumulated or request a payout due to an emergency. Amounts are paid at 75%. This is brought back to the board for a budget amendment.						
708.010	HEALTH INS BUYOUT						
	Health insurance buyout for employees who receive health insurance through another source.						
709.000	REG OVERTIME						
							2,000
	Overtime costs for our full-time operator to process material or to handle late arrivals.						
710.000	ACC COMP ABSENCES-LNGTERM						
							3,000
	In an Enterprise Fund (business), we have to account for 2.0 FTE’s cost of PTO. This is accounted for in the Balance Sheet liabilities as long term def Comp Absences 597-000-343-000.						
715.000	F.I.C.A./MEDICARE						
							16,613
	Figures provided by the Accounting Director.						
718.000	MERS RETIREMENT						
							71,365
	Allocation of annual required contribution (ARC) provided by Accounting Director. Overall Township ARC increased 8%						
718.001	RETIREMENT HEALTH CARE SAVINGS						
							325
	Amount placed into a health care savings account for future use in health care expenses. This is for employees in the department hired after 1/1/14.						
718.002	DEFERRED COMPENSATION						
	No longer using deferred compenstion - using FICA/Medicare completely						
718.003	OPEB - RETIREMENT HEALTH						
							16,800

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 590 - COMPOST SITE							
	Liability for the Other Post-Employment Benefits (OPEB) obligation of employees hired before 1/1/2014. The annual 2024 OPEB assumption decreased 16% from $ $200,000 to $168,000, however the Accounting Director recommends budgeting $8,400 for each of the 24 active employees in OPEB. This is due to the investment loss of 1.1M in 2022, which will be shown on the next Actuarial Report in 2023. The total contribution for 2024 will be $201,600.						
719.000	HEALTH INSURANCE						56,084
	There was a 5.5% decrease in the health insurance premium for 2024. Provided by HR.						
719.003	EMPLOYEE PAID HEALTH CONTRA						(4,050)
	Amount employees pay toward their health care coverage.						
719.015	DENTAL BENEFITS						2,446
	There was a 4.6% increase in dental premium for 2024. Provided by HR						
719.016	VISION BENEFITS						600
	An actual increase of 7% for 2 year rate guarantee from 9/1/23 to 8/31/2025. Numbers provided by HR						
719.020	HEALTH CARE DEDUCTION						12,574
	Cost to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. Provided by Accounting Director.						
719.021	ADMIN FEE - HEALTH DEDUCTIBLE						216
	Cost to manage card used to pay the health care deductibles, administered by Clarity Benefits.						
719.022	DISABILITY INSURANCE						667
	An estimated increase of 2% was used until we receive actual amounts. Provided by HR						
719.023	LIFE INSURANCE						521
	An estimated increase of 2% was used until we receive actual amounts. Provided by HR						
719.030	WORKERS COMPENSATION						5,289
	Workers Comp allocation based on type work performed and number of employees in the department. Budget was based on a percentage of the full 2024 workers comp estimate of $173,069. A credit is usually given at year end - Not guaranteed. Provided by Accounting Director						
727.000	OFFICE SUPPLIES						200
	Cost of office supplies for the Compost Site. No change for 2024.						

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 590 - COMPOST SITE							
730.000	POSTAGE						100
	Postage costs for the Compost Site. No change for 2024.						
741.000	UNIFORMS - BOOTS & LAUNDRY						1,500
	Cost for uniforms, boots and laundry services. TPOAM union employees receive a $600 allotment to purchase boots and uniforms as per contract. Factored into this line item is the Compost Manager as uniforms, safety boots are required. A decrease in this line item has been made as the contract with Unifirst is no longer.						
757.000	OPERATING SUPPLIES						4,500
	Cleaning supplies and lubricants used at the Compost Site. Increased due to rising cost of supplies.						
760.000	PPE & FIRST AID SUPPLIES						500
	Covers all PPE, first aid supplies, and other supplies required by OSHA. Slight increase for 2024.						
800.001	ADMINSTRATION FEES						14,198
	Admin fees are paid to the General Fund for service provided by Human Resource, Accounting, Computer Tech, Auditing and other support personnel and shared expenses. Allocations are based on wages of the support and maintenance staff, floor space, staffing levels, computers, phones, etc. Provided by the Account Director.						
804.000	CONTRACTUAL/ROLLOFF DISPOSAL						65,000
	Cost to empty trash dumpsters at the Compost Site. There is a 4% contractual increase for disposal and transportation. This line item was increased by $4,000 to cover this cost for 2024.						
804.004	TWP DISPOSAL FEE						10,000
	Cost to dispose of plastic, rocks and debris associated with the screening process at the Compost Site. An increase was made due to the increased disposal/transportation costs.						
850.000	TELEPHONE						200
	Telephone charges for the Compost Site. No change for 2024.						
867.200	GAS & OIL - YCUA						22,000
	Cost of fuel from YCUA service center. This increase covers a possible rise in fuel costs and increased consumption of fuel for our equipment.						
920.004	UTILITIES HEAT						4,000

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 590 - COMPOST SITE							
	Heating costs for gate house & Compost garage. A decrease was added as new rates were established by our propane dealer for our gate house fuel.						
920.005	UTILITIES LIGHT						2,000
	Electricity costs for the Compost Site. No change for 2024.						
931.000	REPAIRS AND MAINTENANCE						5,500
	Cost to make building repairs to the Compost garage and gate house. Slight increase added for 2024 as some future repairs/updates are made.						
933.000	EQUIPMENT MAINTENANCE						20,000
	Associated cost to make repairs and perform maintenance to equipment at the Compost Site. An increase was added to adjust for some future repairs on our older equipment and newer as well.						
935.000	MOTORPOOL-MISC REPAIR						2,500
	Covers miscellaneous vehicle repair above normal MotorPool maintenance. Provided by Accounting Director						
941.000	EQUIPMENT RENTAL/LEASING						5,000
	Cost to rent equipment needed for site improvements at the Compost Center. A small increase was made due to rising cost associated with equipment rental rates						
943.000	MOTORPOOL INTERNAL						3,228
	Vehicle & Maintenance MotorPool Allocation - Figures provided by the Accounting Director.						
955.001	INSURANCE & BOND FLEET						2,690
	Insurance for buildings, equipment, and vehicles. Provided by the Accounting Director.						
956.000	MISCELLANEOUS						100
	Unforseen minor expenditure. No change for 2024.						
960.000	EDUCATION AND TRAINING						500
	Education and training for Compost employees. No change for 2024.						
968.000	DEPRECIATION EXPENSE						144,235
	Cost of Capital depreciation. Figures provided by the Accounting Director.						
971.008	CAPTL OUTLAY -IMPROVEMENT						

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 590 - COMPOST SITE							
							185,000
	This line item is for several proposed expenditures. 1. The purchase of a "Air Lift Separator" used in the removal of plastic from our spoils while screening. 2. The cost associated with the replacement of our Clark Rd fence. 3. The purchase of bin blocks to move our current product away from our main gate and add more bins for materials we sell. 4. Replacement of our rear shop door with some structural work along with repairing of the concrete underneath.						
	DEPT '590' TOTAL						892,557
ESTIMATED REVENUES - FUND 597		485,517	498,383	1,144,794	1,151,196	511,310	858,617
APPROPRIATIONS - FUND 597		660,996	724,118	1,144,794	1,151,196	595,630	858,617
NET OF REVENUES/APPROPRIATIONS - FUND 597		(175,479)	(225,735)			(84,320)	

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 000							
ESTIMATED REVENUES							
661-000-607.515 *	COMBINED LEASE/REPAIR REVENUE	206,330	181,218	175,367	175,367	172,707	216,562
661-000-607.520 *	FUEL AND FLUIDS REVENUE	28,183	46,852	30,000	30,000	36,374	30,000
661-000-665.000 *	INTEREST EARNED	33	5,572	300	300	14,259	4,000
661-000-676.012	INSURANCE REIMBURSEMENTS				25,437	25,402	
661-000-693.002	SALES OF FIXED ASSESTS - EQUIP.	7,711	24,339				
661-000-699.101	TRANSFER IN: FROM GENERAL FUND		269				
661-000-699.999 *	APPROPRIATED PRIOR YEAR BAL			360,914	360,914		157,539
TOTAL ESTIMATED REVENUES		242,257	258,250	566,581	592,018	248,742	408,101
NET OF REVENUES/APPROPRIATIONS - 000 -		242,257	258,250	566,581	592,018	248,742	408,101

* NOTES TO BUDGET: DEPARTMENT 000

607.515 COMBINED LEASE/REPAIR REVENUE

216,562

Lease revenue from other departments, now includes repair. Figures provided by the Accounting Director.

607.520 FUEL AND FLUIDS REVENUE

30,000

Fuelcloud; fuel surcharge received from other departments.

665.000 INTEREST EARNED

4,000

Interest earned on funds deposited at the bank

699.999 APPROPRIATED PRIOR YEAR BAL

157,539

Amount needed from Fund Balance

DEPT '000' TOTAL 408,101

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 268 - GENERAL SERVICES - MOTORPOOL							
APPROPRIATIONS							
661-268-706.000 *	SALARY - PERMANENT WAGES	12,053	12,972	12,496	12,496	10,761	13,488
661-268-715.000 *	F.I.C.A./MEDICARE	908	971	956	956	832	1,032
661-268-718.000 *	MERS RETIREMENT	506	595	685	685	588	740
661-268-718.001 *	RETIREMENT HEALTH CARE SAVINGS			325	325	130	325
661-268-719.000 *	HEALTH INSURANCE	2,142	2,036	2,199	2,199	2,015	2,078
661-268-719.003 *	EMPLOYEE PAID HEALTH CONTRA	(150)	(150)	(150)	(150)		(150)
661-268-719.015 *	DENTAL BENEFITS	89	89	91	91	83	96
661-268-719.016 *	VISION BENEFITS	27	24	24	24	22	26
661-268-719.020 *	HEALTH CARE DEDUCTION	337	53	744	744	390	744
661-268-719.021 *	ADMIN FEE - HEALTH DEDUCTIBLE	20	22	21	21	33	24
661-268-719.022 *	DISABILITY INSURANCE	88	73	73	73	67	75
661-268-719.023 *	LIFE INSURANCE	57	57	57	57	52	58
661-268-776.500 *	AUTO PARTS		1,773	3,000	3,000	743	3,000
661-268-776.550 *	SHOP SUPPLIES	254		1,500	1,500		1,500
661-268-818.000 *	CONTRACTUAL SERVICES	8,650	11,330	12,000	12,000	5,706	12,000
661-268-818.032 *	CONTRACT'L SRV-FUEL TANK REPA	2,304	11,674	15,000	1,000	168	70,000
661-268-818.033 *	CONTRACT'L SRV-AUTO/EQUIP MAI	13,794	16,281	15,000	18,000	14,282	15,000
661-268-867.000 *	GAS & OIL	30,576	41,264	40,000	51,000	39,092	48,000
661-268-935.000 *	MOTORPOOL-MISC REPAIR	250	599	2,500	27,937	26,841	25,000
661-268-968.000 *	DEPRECIATION EXPENSE	119,634	108,702	110,000	110,000	108,697	100,000
661-268-985.000 *	CAPITAL OUTLAY/VEHICLES	65		350,060	350,060	150,060	100,000
TOTAL APPROPRIATIONS		191,604	208,365	566,581	592,018	360,562	393,036
NET OF REVENUES/APPROPRIATIONS - 268 - GENERAL SERVI		(191,604)	(208,365)	(566,581)	(592,018)	(360,562)	(393,036)

* NOTES TO BUDGET: DEPARTMENT 268 GENERAL SERVICES - MOTORPOOL

706.000 SALARY - PERMANENT WAGES

13,488

25% of salary for Floater II/Clerk III position. 3% increase plus longevity is budgeted for 2024.

715.000 F.I.C.A./MEDICARE

1,032

Figures provided by the Accounting Director.

718.000 MERS RETIREMENT

740

Allocation of annual required contribution (ARC) provided by Accounting Director. Overall Township ARC increased 9.5%

718.001 RETIREMENT HEALTH CARE SAVINGS

325

Amount placed into a health care savings account for future use in health care expense for employees hired after 1/1/2014. The annual amount per employee per contract is $1,300

719.000 HEALTH INSURANCE

2,078

There was a 5.5% decrease in the health insurance premium for 2024. Provided by HR.

719.003 EMPLOYEE PAID HEALTH CONTRA

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 268 - GENERAL SERVICES - MOTORPOOL							
	Amount employees pay toward their health care coverage.						(150)
719.015	DENTAL BENEFITS						
	There was a 4.6% increase in dental premium for 2024. Provided by HR						96
719.016	VISION BENEFITS						
	An actual increase of 7% for 2 year rate guarantee from 9/1/23 to 8/31/2025. Numbers provided by HR						26
719.020	HEALTH CARE DEDUCTION						
	Cost to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. Provided by Accounting Director.						744
719.021	ADMIN FEE - HEALTH DEDUCTIBLE						
	Cost to manage card used to pay the health care deductibles, administered by Clarity Benefits.						24
719.022	DISABILITY INSURANCE						
	An estimated increase of 2% for 2024. Numbers provided by HR						75
719.023	LIFE INSURANCE						
	An estimated increase of 2% for 2024. Numbers provided by HR						58
776.500	AUTO PARTS						
	Used to purchase small items for automobiles.						3,000
776.550	SHOP SUPPLIES						
	Cost of rags and other small items.						1,500
818.000	CONTRACTUAL SERVICES						
	Cost of GPS Vehicle System.						12,000
818.032	CONTRACT'L SRV-FUEL TANK REPA						
	Used for Tank Repair and monitoring fuel tanks per State regulations. Increase due to Fuel Tank Replacement costs.						70,000
818.033	CONTRACT'L SRV-AUTO/EQUIP MAI						

2024 BUDGET REQUEST

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 AMENDED BUDGET	2023 ACTIVITY THRU 10/31/23	2024 RECOMMENDED BUDGET
Dept 268 - GENERAL SERVICES - MOTORPOOL							
							15,000
	Contractual service for Equipment Maintenance and work on vehicles. No change for 2024.						
867.000	GAS & OIL						
							48,000
	Cost of fuel. Increase by 20% for 2024.						
935.000	MOTORPOOL-MISC REPAIR						
							25,000
	Covers miscellaneous vehicle repair above normal MotorPool maintenance. Provided by Accounting Director						
968.000	DEPRECIATION EXPENSE						
							100,000
	Cost of vehicle depreciation, figures provided by the Accounting Director.						
985.000	CAPITAL OUTLAY/VEHICLES						
							100,000
	CIP plan to add Building Maintenance Box Truck and additional Twp Floater Vehicle.						
	DEPT '268' TOTAL						393,036
ESTIMATED REVENUES - FUND 661		242,257	258,250	566,581	592,018	248,742	408,101
APPROPRIATIONS - FUND 661		191,604	208,365	566,581	592,018	360,562	393,036
NET OF REVENUES/APPROPRIATIONS - FUND 661		50,653	49,885			(111,820)	15,065
ESTIMATED REVENUES - ALL FUNDS		36,032,683	39,511,922	44,206,876	58,028,372	47,872,505	54,812,939
APPROPRIATIONS - ALL FUNDS		32,504,944	36,533,424	43,386,380	57,207,876	32,285,080	53,530,230
NET OF REVENUES/APPROPRIATIONS - ALL FUNDS		3,527,739	2,978,498	820,496	820,496	15,587,425	1,282,709

PUBLIC COMMENTS

CONSENT AGENDA

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 21, 2023 WORK SESSION

Supervisor Stumbo called the meeting to order at approximately 5:00pm in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

Members Present: Supervisor Brenda Stumbo,
Clerk Heather Jarrell Roe and Treasurer Stan Eldridge
Trustees: Ryan Hunter, John Newman II, Gloria Peterson
and Debbie Swanson

Members Absent: None

Legal Counsel: Wm. Douglas Winters

AGENDA REVIEW……SUPERVISOR STUMBO

REQUEST TO APPROVE THE BID OBTAINED BY THE YPSILANTI COMMUNITY UTILITIES AUTHORITY FOR THE FORD LAKE PARK PUMP STATION IN THE AMOUNT OF $154,000.00 BUDGETED IN THE 2024 BUDGET LINE ITEM #101-446-982-004

The Director of YCUA Luke Blackburn described this agenda item as the complete replacement of the Ford Lake sanitary pump station owned by Ypsilanti Township and maintained by YCUA. Mr. Blackburn explained the procurement process that led to receiving a bid from Midwest Power Systems for $154,000. YCUA has worked with Midwest Power Systems for many years and finds their work and pricing extremely competitive.

Director of Maintenance Ryan Stettler expanded upon the technical issues stating that the $154,000 quote was for the replacement of the inner workings of the pump station as well as excavation outside the station. The original pump station equipment is extremely old, the pipes and valves are deteriorating, and the guide rail system is failing, making it very difficult to keep the pump station running. Mr. Stettler went on to say that it is really important to the community to have this station up and running as it services the bathroom facilities at Ford Lake Park.

Furthermore, Mr. Blackburn added that upon approval by the Board, the goal would be to finish this project by early spring 2024 to not impact the opening of the park later in the spring of that year.

REQUEST TO APPROVE THE DESIGN FOR SECURITY RENOVATIONS AT 14B DISTRICT COURT

Treasurer Eldridge stated that he has been working closely with JFR Architect James Renaud to develop the schematic drawing for renovations and additions. Treasurer Eldridge went on to explain that this was an opportunity for the board to provide direction if there are any changes requested as well as hearing input from Mr. Renaud, Judge Washington and Magistrate Mark Nelson.

Mr. Renaud presented the drawing in detail stating that the project would include renovations to the interior of the existing court building and a small addition to the south side of the building. The renovations would also include secure entry points. Mr. Renaud also addressed the recommendations made by the Michigan Supreme Court saying that many of their security items would be fixed through this project. When Supervisor Stumbo asked if there was an alternative plan if renovation costs exceeded budget, Mr. Renaud said there was a 20% contingency built into the plan.

Magistrate Nelson was also present to discuss the proposed drawings. According to the proposed plan, there will be a main corridor where the public can access the courtrooms, clerk counter, or the probation conference room. For those in custody, there will be a new sallyport where prisoners can be transferred from a van directly to a holding cell and then directly to a courtroom. This will be an isolated, secure area monitored by jail staff and kept separate from court staff and the public. Finally, access through hallways along the perimeter of the building will allow staff to navigate and move throughout the courthouse without using the public corridor or holding cells.

REQUEST TO APPROVE THE INCREASED GOLF CART RATES FOR THE 2024 GOLF SEASON AT GREEN OAKS GOLF COURSE

Green Oaks Golf Course Director of Golf Kirk Sherwood was present to clarify that the proposed $2 increase for an 18-hole rate for cart fees and $1 increase for a 9-hole rate would only affect those that are renting carts. He went on to explain that this increase was decided based upon research into other golf courses in the area and prices of gas.

BUDGET REVIEW

Accounting Director Javonna Neel reviewed the proposed 2024 budget thoroughly the work session adjourned. The budget review discussion continued in the regular meeting.

State Representative Jimmie Wilson, Jr. was present to give a summary of the court security grant process and how those funds will be disbursed.

The Work Session meeting was adjourned at approximately 6:48pm.

Respectfully Submitted,

Heather Jarrell Roe, Clerk, Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 21, 2023 REGULAR BOARD MEETING

Supervisor Brenda Stumbo called the meeting to order at approximately 7:00pm in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited followed by a moment of silent prayer.

Members Present: Supervisor Brenda Stumbo, Clerk Heather Jarrell Roe and Treasurer Stan Eldridge
Trustees: Gloria Peterson, John Newman II, Debbie Swanson, and Ryan Hunter

Members Absent: None

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS

16 public comments were given. For further information please refer to the audio recording on ypsitownship.org.

CONSENT AGENDA

Supervisor Stumbo requested that the consent agenda be moved to the end of the agenda and members agreed.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters gave a brief update regarding the demolition of the Gault Village shopping center. He stated that Attorney McClain was successful in having a judicial lien entered against the property for $948,000. Attorney Winters also stated that he continues to communicate with county officials about what the township's options are if the Gault Village shopping center property does go into tax foreclosure. Furthermore, redevelopment talks continue to take place as Ypsilanti Township would like to see the 17-acre property utilized in a positive and productive way. Also, the owner of the adjacent four acres has met with township leadership, development team, and planning department to make sure that their four acres would be included in any type of comprehensive redevelopment.

OLD BUSINESS

2nd READING OF RESOLUTION 2023-15, ORDINANCE 2023-506, AN ORDINANCE TO AMEND ARTICLES 2, 5 AND 11 OF YPSILANTI TOWNSHIP ZONING ORDINANCE
(FIRST READING HELD AT THE OCTOBER 17, 2023 REGULAR MEETING)

Clerk Jarrell Roe read the resolution into the record.

A motion was made by Clerk Jarrell Roe and seconded by Treasurer Eldridge to approve the 2nd reading of Resolution 2023-15, Ordinance 2023-506, an ordinance amending Articles 2, 5 and 11 of Ypsilanti Township Zoning Ordinance.

Planning Director Jason Iacoangeli gave a summary of the ordinance changes stating that the adaptive reuse ordinance, being the largest portion of the amendment, this would give the township the ability to regulate the reuse of buildings that would otherwise be functionally obsolete.

Supervisor Stumbo called for a roll call vote because the item is an ordinance and becomes law.

Stumbo - Yes	Newman - Yes	Hunter - Yes
Jarrell Roe - Yes	Peterson - Yes	
Eldridge - Yes	Swanson - Yes	

The motion passed unanimously.

NEW BUSINESS

RESOLUTION 2023-17, APPROVAL OF THE 2024 POVERTY EXEMPTION GUIDELINES AND APPLICATION

Clerk Jarrell Roe read the resolution into the record.

A motion was made by Clerk Jarrell Roe and seconded by Trustee Swanson to approve resolution 2023-17, the approval of the 2024 poverty exemption guidelines and application.

The motion passed unanimously.

REQUEST TO APPROVE THE ADOPTION OF THE 2024 BOARD OF REVIEW SCHEDULE

A motion was made by Treasurer Eldridge and seconded by Clerk Jarrell Roe to approve the adoption of the 2024 board of review schedule.

Supervisor Stumbo reviewed the dates and times of the schedule.

The motion carried unanimously.

REQUEST TO APPROVE THE SECOND AMENDMENT TO THE PURCHASE AGREEMENT WITH ALDI

A motion was made by Trustee Peterson and seconded by Trustee Hunter to approve the second amendment to the purchase agreement with ALDI.

Planning Director Jason Iacoangeli explained the agreement would extend the timeline for ALDI's due diligence until December 31st and would rectify two items that would be required by ALDI to get the permits necessary for construction of a new store. One of these new requirements is that a traffic light be installed at the intersection of Brinker Way and Huron St and the other was regarding stormwater management.

The motion carried unanimously.

REQUEST TO APPROVE THE ROAD IMPROVEMENT AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR THE INSTALLATION OF A TRAFFIC LIGHT AT HURON ST AND BRINKER WAY IN THE AMOUNT OF $420,000.00 TO BE BUDGETED IN THE 2024 BUDGET

A motion was made by Treasurer Eldridge and seconded by Trustee Peterson to approve the road improvement agreement with the Washtenaw County Road Commission for the installation of a traffic light at Huron St and Brinker Way in the amount of $420,000.00 to be budgeted in the 2024 budget.

Planning Director Jason Iacoangeli added that continued development in this area will most likely require additional traffic lights at some point. He also stated that Huron St. is on the verge of requiring a similar traffic system much like State Rd at the I94 interchange in Ann Arbor where there's a series of lights within a mile that help time the traffic through that corridor. This is a requirement of the Washtenaw County Road Commission for development.

The motion carried unanimously.

RESOLUTION 2023-18 APPROVAL OF EARLY VOTING LOCATIONS

Clerk Jarrell Roe read resolution 2023-18 into the record.

A motion was made by Clerk Jarrell Roe and seconded by Trustee Swanson to approve resolution 2023-18 approval of early voting locations.

Clerk Jarrell Roe identified the early voting locations as the following:

- Ypsilanti Township Civic Center at 7200 S. Huron River Dr
- Ypsilanti Township Community Center at 2025 E. Clark Rd

Supervisor Stumbo added that early voting will be in effect for the February 27th Presidential Primary election and state law requires voters to declare what party ballot they wish to vote whether that's Democrat, Republican, or nonpartisan.

Clerk Jarrell Roe further explained that all Ypsilanti Township registered voters will receive a mailer with information regarding early voting. She also elaborated on the security procedures in place to ensure the safety and integrity of early voting. Clerk Jarrell Roe finished by saying that the state is currently developing a form to send

out to voters explaining the process of choosing a Democrat, Republican, or nonpartisan ballot as well as more information about early voting.

The motion carried unanimously.

REQUEST TO APPROVE THE DESIGN FOR SECURITY RENOVATIONS AT 14B DISTRICT COURT

A motion was made by Clerk Jarrell Roe and seconded by Treasurer Eldridge to approve the design for security renovations at 14B District Court.

The motion carried unanimously.

REQUEST TO AUTHORIZE THE RENEWAL OF THE DRUG COURT GRANT IN THE AMOUNT OF $90,000.00

A motion was carried by Clerk Jarrell Roe and seconded by Trustee Swanson to approve the renewal of the drug court grant in the amount of $90,000.00.

Magistrate Nelson explained that this is a renewal of the drug court grant and has been divided into two separate grants but will operate the same fiscal year. No other changes were made to the grant or services provided through this grant.

Motion carried unanimously.

REQUEST TO AUTHORIZE THE RENEWAL OF THE MICHIGAN INDIGENT DEFENSE COMMISSION COMPLIANT CRIMINAL DEFENSE SERVICES WITH THE WASHTENAW COUNTY PUBLIC DEFENDER'S OFFICE AND WASHTENAW COUNTY IN THE AMOUNT OF $41,434.85 BUDGETED IN LINE #101-287-801-007

A motion was made by Trustee Swanson and seconded by Trustee Hunter to authorize the renewal of the Michigan Indigent Defense Commission Compliant Criminal Defense Services with the Washtenaw County Public Defender's Office and Washtenaw County contingent upon attorney approval.

Attorney Winters noted some discrepancies within the contract including but not limited to a $41,000 request in the memo but a $40,000 amount in the contract as well as missing paragraphs from the contract.

Magistrate Nelson stated that he believed that it should have been the same as the previous contracts and agreed to make corrections where necessary.

Motion carried unanimously.

REQUEST AUTHORIZATION FOR THE CIRCUIT COURT LITIGATION TO ABATE A PUBLIC NUISANCE LOCATED AT 1584 WISMER ST BUDGETED IN LINE ITEM #101-729-801-023

A motion was made by Treasurer Eldridge and seconded by Clerk Jarrell Roe to authorize the circuit court litigation to abate a public nuisance located at 1584 Wismer St budgeted in line item #101-729-801-023.

Attorney Winters cited numerous safety issues with the property brought forth by neighboring residents. The property has been vacant for three years and has gone into foreclosure by KeyBank National.

Motion carried unanimously.

REQUEST TO APPROVE THE AGREEMENT WITH THE YPSILANTI NATIONAL LITTLE LEAGUE FOR USE OF HARRIS PARK DATED APRIL 1, 2024 TO OCTOBER 30, 2026

A motion was made by Trustee Peterson and seconded by Trustee Swanson to approve the agreement with the Ypsilanti National Little League for use of Harris Park dated April 1, 2024 to October 30, 2026.

Municipal Services Director John Hines explained that this 3-year agreement is really a continuation of the agreement from the prior three years. The only change to the agreement is a stipulation for the Ypsilanti National Little League to maintain the park during the summer months when they have their off-season. John Hines emphasized the great working relationship with the league officials.

Motion carried unanimously.

REQUEST TO APPROVE THE INCREASE IN GOLF CART RATES FOR THE 2024 GOLF SEASON AT GREEN OAKS GOLF COURSE

A motion was made by Trustee Peterson and seconded by Trustee Swanson to approve the increase in golf cart rates for the 2024 golf season at Green Oaks Golf Course.

Motion carried unanimously.

REQUEST TO APPROVE THE CONTRACT WITH THE HURON RIVER WATERSHED COUNCIL FOR THE MIDDLE HURON PARTNERSHIP FOR YEARS 2024-2028 IN THE AMOUNT OF $98,551.00 BUDGETED IN LINE ITEM #101-445-801-000 IN THE 2024 BUDGET

A motion was made by Clerk Jarrell Roe and seconded by Treasurer Eldridge to approve the contract with the Huron River Watershed Council, for the Middle Huron Partnership for years 2024-2028 in the amount of $98,551.00 budget in line item #101-445-801-000 in the 2024 budget. (See Attached)

Rick Lawson from the Huron River Watershed Council gave a brief overview of the contract that would continue to support municipalities in the Huron River watershed in Washtenaw County to address stormwater runoff and to address the over-nutrification and algae bloom issues in Ford Lake and Belleville Lake.

Motion carried unanimously.

REQUEST TO APPOINT JOHN HINES TO THE WASHTENAW REGIONAL RESOURCE MANAGEMENT AUTHORITY (WRRMA)

A motion was made by Clerk Jarrell Roe and seconded by Treasurer Eldridge to approve the request to appoint John Hines to the Washtenaw Regional Resource Management Authority.

Motion carried unanimously.

REQUEST TO APPROVE THE PROCEDURE FOR OFFICE SHARING SPACE AT THE COMMUNITY NETWORK CENTER LOCATED AT 1405 HOLMES RD

A motion was made by Clerk Jarrell Roe and seconded by Trustee Swanson to approve the procedure to approve organizations when applying for office sharing space at the community network center located at 1405 Holmes Rd.

Community Resource Coordinator Laurie Lutomski presented the documents that will be available to nonprofits and governmental agencies to bring their services to the residents of the Township in one centralized location at 1405 Holmes Rd. This will allow service providers like Jewish Family Services, Catholic Social Services, and many others to meet directly with township residents. This will make it easier for residents to access services they need in one central location.

Trustee Ryan Hunter requested to abstain from the vote because his employer is one of the agencies that may be using the Community Resource Center. The board agreed to the abstention.

Motion carried with one abstention from Trustee Ryan Hunter.

REQUEST TO APPROVE THE BID OBTAINED BY THE YPSILANTI COMMUNITY UTILITY AUTHORITY FOR THE FORD LAKE PARK PUMP STATION IN THE AMOUNT OF $154,000.00 BUDGETED IN THE 2024 BUDGET LINE ITEM #101-446-982-004

A motion was made by Trustee Peterson and seconded by Treasurer Eldridge to approve the bid obtained by the YCUA for the Ford Lake Park Pump Station in the amount of $154,000.00 budgeted in the 2024 budget line item #101-446-982-004.

Supervisor Stumbo summarized the presentation given during the work session. YCUA will oversee the project. YCUA will then bill the Township and receive payment.

Motion carried unanimously.

BUDGET AMENDMENT #16

A motion was made by Clerk Jarrell Roe and supported by Treasurer Eldridge to approve the budget amendment. (See attached.)

Motion carried unanimously.

BUDGET REVIEW

Accounting Director Neel continued reviewing the budget from where it was left during the work session.

CONSENT AGENDA

Supervisor Stumbo requested that the consent agenda be moved to the end of the agenda and members agreed.

A. MINUTES OF THE OCTOBER 17, 2023 WORK SESSION AND REGULAR MEETING AND NOVEMBER 1, 2023 SPECIAL WORK SESSION AND SPECIAL MEETING

A motion was made by Trustee Peterson and seconded by Clerk Jarrell Roe to approve the October 17, 2023 work session and regular meeting minutes.

Trustee Peterson withdrew her motion.

B. STATEMENTS AND CHECKS

1. STATEMENTS AND CHECKS FOR NOVEMBER 7, 2023 IN THE AMOUNT OF $2,256,319.05
2. STATEMENTS AND CHECKS FOR NOVEMBER 21, 2023 IN THE AMOUNT OF $1,207,383.74
3. CLARITY HEALTHCARE DEDUCTIBLE ACH FOR OCTOBER 2023 IN THE AMOUNT OF $31,037.40
4. CLARITY HEALTHCARE ADMIN FEE FOR OCTOBER 2023 IN THE AMOUNT OF $1,467.00

A motion was made by Clerk Jarrell Roe and seconded by Treasurer Eldridge to approve statements and checks.

The motion carried unanimously.

A motion was made by Treasurer Eldridge and seconded by Clerk Jarrell Roe to approve the Treasurer's Report.

The motion carried unanimously.

BOARD MEMBER UPDATES

No board member updates were given.

The meeting was adjourned at approximately 11:45pm.

Respectfully Submitted,

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

Charter Township of Ypsilanti

RESOLUTION NO. 2023-15

A Resolution Amending the Ypsilanti Township Zoning Ordinance

(In Reference to Proposed Ordinance 2023-506)

Whereas, the Township Planning Department Staff completed a detailed review of the Township's Zoning Code; and

Whereas, at its regularly scheduled Planning Commission meeting held September 26, 2023, the Planning Commission held a public hearing.

Whereas, the Planning Commission for Ypsilanti Township recommended approval of the proposed zoning amendments to the Township's Zoning Code to the Township Board of Trustees at its regular meeting of September 26, 2023 which changes can be summarized as follows:

1. Article 2, Section 201. – Definitions
    a. Defining "adaptive reuse" to the list of definitions in the Township Zoning Ordinance.
2. Article 4, Section 420. – Use Table
    a. Add adaptive reuse to the land use table for the GB – General Business District, NB – Neighborhood Business District, and all the One-Family Residential Zoning Districts.
3. Article 5, Section 504. Neighborhood Corridors
    a. Add adaptive reuse to Use Group 5.
4. Article 5, Section 505. – Regional Corridors.
    a. Add adaptive reuse to use Group 5.
5. Article 5, Section 507. – Design Standards.
    a. Add alternative design standards for developers.
6. Article 6, Section 1155. – State-Licensed Residential Child and Adult Care Facilities
    a. Removing specific reference to state-licensing rules and simply referencing "State of Michigan licensing rules" to avoid amending the ordinance when law changes.
7. Article 11, Section 1167. – Adaptive Reuse
    a. Adding a new ordinance to facilitate the conversion of older, economically distressed buildings to a viable new use.

Now Therefore,

Be it resolved, that the Charter Township of Ypsilanti Board of Trustees does hereby approve Ordinance No. 2023-506 as attached, by amending Articles of the Township's Zoning Ordinance as noted, replacing it with proposed Ordinance No. 2023-506.

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. 2023-15 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on November 21, 2023.

Heather Jarrell Roe

Heather Jarrell Roe, Clerk

Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI
ORDINANCE NO. 2023-506

An Ordinance to Amend Articles 2, 5 and 11 of the Ypsilanti Township Zoning Ordinance

Article 2, Section 201. – Definitions

Adaptive Reuse: The development of a new use for an older building or for a building originally designed for a special or specific purpose.

Article 4, Section 420. – Use Table

Residential Districts Use Table	R-1 to R-3	R-4 to R-5	RM-LD to RM-MD	RM-HDS	AG	MHP	Notes
P = Permitted Use SL-PC = Special Use Planning Commission Approval SL-TB = Special Use Township Board Approval A = Accessory Use — = Not permitted							
Storage of recreation vehicles	—	—	—	—	—	P	Subject to conditions in Section 1147.
Incidental Sales and Services	–	–	A	A	–	–	Subject to conditions in Section 1132.
Keeping of more than four (4) dogs in one-family residential districts	P	P	–	–	P	–	Subject to conditions in Section 1113.
Adaptive Reuse	SL-PC	SL-PC	–	–	–	–	Subject to conditions in Section 1167.
Wireless communication towers and antennas	See Section 1144.						

Business Districts Use Table	NB	GB	Notes
P = Permitted Use SL-PC = Special Use Planning Commission Approval SL-TB = Special Use Township Board Approval A = Accessory Use — = Not permitted			
Retail and Services			
Adaptive Reuse	SL-PC	SL-PC	Subject to conditions in Section 1167.

Article 5, Section 504. – Neighborhood Corridors

Neighborhood Corridors
Use Group 5 **Misc. Uses:**
Adaptive Reuse, subject to regulations in Section 1167.

Article 5, Section 505. – Regional Corridors

Regional Corridors
Use Group 5 **Misc. Uses:**
Adaptive Reuse, subject to regulations in Section 1167.

Article 5, Section 507. – Design Standards

The location of buildings on corner lots is buried in the parking placement, orientation, and screening section, making it a regulation easy to miss. The requirement that *for a corner lot, the building shall be located in the corner of the lot adjacent to the intersection* should be moved out of the parking section and to the *building placement orientation* paragraph.

Additionally, Carlisle Wortman Associates has asked that the following transparency standards be included in the design standards:

Transparency alternatives. The following alternatives may be used singularly or in combination for any side or rear facing facade which requires transparency. If used in combination, they may count toward no more than 50% of the transparency requirement. Transparency alternatives may be used but cannot be counted towards the transparency requirements for facades that face on a right-of-way.

a. Wall design. Wall designs must provide a minimum of three of the following elements, occurring at intervals no greater than 25 feet horizontally and 10 feet vertically:
    a. Expression of structural system and infill panels through change in plane not less than three inches.
    b. System of horizontal and vertical scaling elements, such as: belt course, string courses, cornice, pilasters.
    c. System of horizontal and vertical reveals not less than one inch in width/depth.
    d. Variations in material module, pattern, and/or color.
    e. System of integrated architectural ornamentation.
b. Outdoor dining/seating: inclusion of outdoor dining/seating located between the building and the primary street lot line.
c. Permanent art: noncommercial art or graphic design of sufficient scale and orientation to be perceived from the public right-of-way and rendered in materials or media appropriate to an exterior, urban environment and permanently integrated into the building wall.

Article 11, Sec. 1155. - State-licensed residential child and adult care facilities:

Staff recommends that two amendments be made to Section 1155, State-licensed residential child, and adult care facilities. First, under paragraph 1.B., the current zoning ordinance references State Licensing Rules R400.1131 to R400.1135 that presumably applied to building and fire code regulations for state-licensed child and adult care facilities. Staff cannot find these rules in the State of Michigan Administrative Code and believe these rules have been amended since the language was originally inserted into the

township's zoning ordinance. A more efficient way to reference a state law or rule in the zoning ordinance is to simply reference "State of Michigan" law or rule and not referencing a specific rule or law that is likely to change, necessitating a change to the zoning ordinance. "State of Michigan" is currently used throughout the remainder of this section.

Second, paragraph 1.C. references the previous sign ordinance. This paragraph should be amended to reflect the current sign ordinance article.

Sec. 1155. - State-licensed residential child and adult care facilities:

1. State-licensed child and adult care facilities, as defined in Section 201, Definitions, shall meet the following regulations:

   A. These facilities, except for adult/child family day care homes, shall be registered with Ypsilanti Township and shall continually have on file with the Township documentation of a valid license as required by the state.

   B. Since the state law preempts in this area, these facilities shall be brought into compliance with all state building and fire codes pursuant to ~~State Licensing Rules R400.1131 – R400.1135~~ State of Michigan licensing rules. Documentation of such compliance with state requirements shall be provided.

   C. The site shall comply with the sign provisions of ~~Section 2109~~ Article 15.

   D. Off-street parking shall be provided for the number of employees on site at any one time.

   Site Development Regulations:

   A. Adult foster care family homes serving six (6) persons or less. A state-licensed adult foster care home, foster family home, or foster family group home serving six (6) persons or less shall be considered a residential use of property and a permitted use in all residential districts.

   B. Adult foster care small group homes serving between seven (7) and twelve (12) persons.

      (1) A site plan, prepared in accordance with Article 9 shall be required to be submitted.

      (2) The subject parcel shall meet the minimum lot area requirements for the zoning district in which it is located, provided there is a minimum site area of two thousand (2,000) square feet per adult, excluding employees and/or caregivers.

      (3) The property is maintained in a manner that is consistent with the character of the neighborhood.

      (4) One (1) off-street parking space per employee and/or caregiver shall be provided.

      (5) Appropriate licenses with the State of Michigan shall be maintained.

   C. Adult foster care large group homes serving between thirteen (13) and twenty (20) persons.

      (1) A separate drop-off and pickup area shall be required adjacent to the main building entrance, located off of a public street and the parking access lane, and shall be of sufficient size so as to not create congestion on the site or within a public roadway.

      (2) A site plan, prepared in accordance with Article 9 shall be required to be submitted.

      (3) The subject parcel shall meet the minimum lot area requirements for the zoning district in which it is located, provided there is a minimum site area of two thousand (2,000) square feet per adult, excluding employees and/or caregivers.

      (4) The property is maintained in a manner that is consistent with the character of the neighborhood.

      (5) One (1) off-street parking space per employee and/or caregiver and one (1) visitor be provided.

      (6) Appropriate licenses with the State of Michigan shall be maintained.

   D. Adult foster care congregate facilities serving more than twenty (20) persons.

      (1) A separate drop-off and pickup area shall be required adjacent to the main building entrance, located off of a public street and the parking access lane, and shall be of sufficient size so as to not create congestion on the site or within a public roadway.

(2) A site plan, prepared in accordance with Article 9 shall be required.

(3) The subject parcel shall meet the minimum lot area requirements for the zoning in which it is located, provided there is a minimum site area of two thousand (2,000) square feet per adult, excluding employees and/or caregivers.

(4) The property is maintained in a manner that is consistent with the character of the neighborhood.

(5) One (1) off-street parking space per employee and/or caregiver and one (1) visitor shall be provided.

(6) Appropriate licenses with the State of Michigan shall be maintained.

(7) The maximum length of an uninterrupted building façade facing public streets and residentially zoned or used property shall be thirty (30) feet. Façade articulation or architectural design variations for building walls facing the street are required to ensure that the building is not monotonous in appearance. Building wall offsets (projections and recesses), cornices, varying building materials, or pilasters shall be used to break up the mass of a single building.

(8) Such facilities may include multi-purpose recreational rooms, kitchens, and meeting rooms. Such facilities may also include medical examination rooms and limited space for ancillary services for the residents of the facility, such as barber and beauty facilities.

Article 11, Section 1167. – Adaptive Reuse

1. Intent

   The intent of this is to facilitate the retention and conversion of older, economically distressed, existing, underutilized, or historically significant buildings to viable uses. Reuse of existing buildings will help to reduce vacant space, create opportunities for new development, and reduce property degradation and blight. Encouraging the reuse of buildings is a sustainable practice to retain much of the energy that went into their initial construction and reduce greenhouse gas emissions. Specifically, the intent of this section is to:

   a. Provide regulations specifically tailored to encourage and promote the rehabilitation of older used and underutilized buildings.

   b. Provide for a mix of uses within said adaptive reuse developments which promote the economic revitalization of Ypsilanti Township.

   c. Promote the retention of older buildings and lands which enhance the image and preserve the heritage of Ypsilanti Township.

   d. Provide reasonable standards for the blending of new construction with existing buildings, so as to allow quality development of older structures within contemporary development and building standards.

2. Qualifying Criteria. To encourage and incentivize the adaptive reuse of buildings, this section permits a greater allowance of land uses and allows specific zoning relaxations than the underlying zoning district. The provisions of this section are intended to modify the standards otherwise applied to the site by its underlying zoning district. Unless specifically modified by this chapter, all other standards adopted shall apply.
   Projects must meet the following criteria to be an eligible adaptive reuse project:
   a. Project site shall be located in a NB, Neighborhood Commercial, GB, General Commercial, Regional Commercial Form-Based district, Neighborhood Corridor Form-Based district, or the adaptive reuse of a civic building or public-school building in any district.
   b. Applies to any building that is at least 20 years old and that was constructed in accordance with building and zoning codes in effect at the time of construction.
   c. The project results in a change of use in all or a portion of the existing building.
   d. Existing building may not be destroyed by any means to the extent of more than fifty (50) percent of its replacement cost.
3. Allowances
   a. Setbacks. Existing building setbacks may remain and shall be considered legally nonconforming, but no further encroachments shall be permitted into any nonconforming setback.
   b. Height. The height of the structure, if it exceeds the maximum height of the zoning district, may remain and shall be considered legally nonconforming. Any rooftop construction needed for building circulation, drainage, ventilation, utilities, or passive

recreation shall be included within the height exemption. This height exemption does not include new residential or commercial floor area.

c. Loading Zone. A new loading zone shall not be required if the existing building does not have an existing loading zone.

d. Parking. New parking spaces shall not be required for any converted use within the existing footprint of the building, but expansions to floor area shall be required to provide parking in accordance with section 610.

4. Uses
   i. Permitted Uses: Any use that is a permitted use in the in the underlying zoning district.
   ii. Assembly Uses, Clubs, Banquet Halls and other such uses are not permitted.
   iii. The following uses shall be allowed as a Special Use- Planning Commission approval if they are within an adaptive reuse development:
      1. Any use that is a Special-Use Planning Commission in the in the underlying zoning district
      2. Indoor Climate Controlled Self-Storage for reuse of buildings greater than 50,000 square feet.
      3. Retail greater than 20,000 sq/ft
      4. Commercial kennel/Pet Day Care
      5. Veterinary clinic/veterinary hospital
      6. Fitness, gymnastics, exercise centers, and indoor recreational facility
      7. Theatres
      8. Art Studios
      9. Trade Schools and other educational uses.
      10. Offices and Flex Office Space
      11. Daycare
      12. Craft trades such as breweries, coffee roasters, bakeries, or culinary businesses.
   iv. Unless listed in this section, other uses are not permitted.

5. Specific conditions:
   a. The provisions of this zoning overlay are intended to modify the standards otherwise applied to the site by its underlying district. Unless specifically modified by this chapter, all other standards adopted for this site shall apply.
   b. All adaptive reuse projects require site plan review as provided for in Article 9.
   c. Adaptive Reuse Projects require a Development Agreement approved by the Township Board of Trustees.
   d. Expansions to the floor area of an eligible building and new construction on the lot must comply with the dimensional requirements provided in the district in which it is located.
   e. The following site elements must be brought into compliance:
      i. Parking lot pavement/repairs
      ii. Lighting as set forth in Section 1303.
      iii. Landscaping as set forth in Section 1301.
   f. Application shall make necessary façade improvements as required by ordinance.
   g. The adaptive reuse project may include both additions and new construction.
   h. Application shall include security camera and license plate readers.
   i. The Planning Commission has the authority to require traffic, environmental, and other reports that aid the site plan review.

I, Heather Jarrell Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2023-506 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on November 21, 2023 after first being introduced at a Regular Meeting held on October 17, 2023. The motion to approve was made by member Jarrell Roe and seconded by Eldridge YES: Stumbo, Jarrell Roe, Eldridge, Hunter, Newman, Peterson, and Swanson ABSENT: None NO: None ABSTAIN: None.

Heather Jarrell Roe

Heather Jarrell Roe, Clerk

Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN

RESOLUTION NO. 2023-17

POVERTY EXEMPTION GUIDELINES & APPLICATION

WHEREAS, the homestead of persons who, in the judgment of the Board of Review, by reason of poverty, are unable to contribute to the public charges is eligible for exemption in part from taxation under Section 7u of the Michigan Property Tax Act, Public Act 206 of 1893; and

WHEREAS, pursuant to Section 211.7u, Ypsilanti Charter Township, Washtenaw County adopts the following guidelines and application for the Board of Review to implement. The guidelines shall include but not be limited to the specific income and asset levels of the claimant and all persons residing in the household;

To be eligible, a person shall do all the following on an annual basis:

1) Be an owner and occupy as a homestead (primary residence) the property for which an exemption is requested, as of Tax Day, December 31 of the proceeding year.
2) File a completed Application for Poverty Exemption form 5737 with the Board of Review, accompanied by federal and state income tax returns for all persons residing in the homestead, including property tax credit returns, filed in the current or immediately preceding year or a Poverty Exemption Affidavit form 4988 for claimant and all persons residing in the household.
3) Meet the income threshold guidelines (maximum income) adopted by the Township Board. The income threshold as adopted is that all household income cannot exceed 30% of the median income for Ann Arbor (Washtenaw County) as published by the United States Department of Housing and Urban Development (HUD) as of December 31 of the preceding year. These income thresholds will be used as long as they are higher than the Federal Poverty Guidelines as determined annually by the United States Office of Management and Budget.
4) Complete and submit a Poverty Exemption Asset Test form and meet the maximum asset eligibility test as follows: Assets other than the taxpayer's primary residence, standard mode of transportation and usual household goods valued at more than $25,000 will be considered and added to the household income to determine eligibility.
5) Due to the P.A. 253 of 2020 changes to MCL211.7u, the guidelines will provide for a partial exemption equal to 25% or 50% reduction in taxable value.

NOW THEREFORE, BE IT RESOLVED, that the Board of Review shall follow the above stated policy, guidelines and application in granting or denying exemptions.

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. 2023-17 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on November 21, 2023.

Heather Jarrell Roe

Heather Jarrell Roe, Clerk
Charter Township of Ypsilanti

SECOND AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

This SECOND AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT (this "**Amendment**") is entered into, effective on the date that both parties hereto have executed this Amendment (the "**Effective Date of this Amendment**"), by and between **The Charter Township of Ypsilanti**, a Michigan charter township ("**Seller**"), and **Aldi Inc. (Michigan)**, a Michigan corporation ("**Buyer**"; Seller and Buyer are, collectively, sometimes referred to herein as the "**Parties**").

RECITALS

WHEREAS, Seller and Buyer entered into that certain Real Estate Purchase Agreement dated December 28, 2022, as amended by that certain First Amendment to Real Estate Purchase Agreement dated September 11, 2023 (collectively, as amended, the "**Agreement**"), with regards to that certain real property containing approximately 2.524 acres located on the northwest corner of the intersection of Huron Street and Brinker Way in Ypsilanti Charter Township, Michigan (the "**Property**"), as more particularly described in the Agreement;

WHEREAS, the Parties desire to amend the Agreement, as more particularly described herein; and

WHEREAS, the capitalized terms used but not defined herein shall have the same meanings ascribed to them in the Agreement.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of mutual promises and agreements herein contained and for other good and valuable consideration, the receipt whereof is hereby acknowledged, Seller and Buyer do hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated as a part of this Amendment.

2. Effect. The Agreement is hereby amended to the extent necessary to give effect to this Amendment, and the terms of this Amendment shall supersede any contrary terms in the Agreement. All references in the Agreement to "this Agreement" shall be deemed to refer to the Agreement, as amended. In all other respects, the terms and conditions of the Agreement shall remain unmodified and are hereby ratified by the Parties.

3. Conditions Precedent to Buyer's Obligation to Close.

   (a) Obligations: Buyer's obligation to proceed to Closing is subject to satisfaction on or before the Closing Date (as such date may be extended as provided herein) of the following conditions, which may be waived by Buyer, in Buyer's sole and absolute discretion (each a "**Condition Precedent**" and collectively, the "**Conditions Precedent**"):

      (i) Seller, along with the Washtenaw County Road Commission (the "**WCRC**"), has delivered, to Escrow Agent and Buyer at or prior to Closing, a fully and properly executed agreement wherein Seller has

agreed, at its sole cost and expense, to fulfill all obligations set forth in item #6 of the letter set forth in Exhibit A attached hereto;

(ii) Seller has delivered evidence to Buyer that Seller has submitted to the Washtenaw County Water Resources Commission (the "**WCWRC**") a letter confirming that Buyer may utilize the full detention pond capacity of the detention pond located on referred to herein and depicted as the "**Detention Pond**" on Exhibit B, attached hereto, to support Buyer's proposed development and use of the Property, with Buyer in possession of a copy of the same; and

(iii) Seller has delivered to Buyer reasonable evidence that Seller has entered into a fully binding additional agreement with the WCWRC on all additional outstanding conditions that the WCWRC has deemed a requirement for approval of Buyer's proposed development and use of the Property.

(b) Failure of a Condition. In the event that any Condition Precedent to Closing has not been satisfied on or before the date that is 30 days after the Contingency Date, then Buyer shall then have the option (at its sole discretion) to:

(i) Extend the Closing by such time as is necessary, at Buyer's sole and absolute discretion, for all Conditions Precedent to Closing to be satisfied; and/or

(ii) Declare Seller to be in default of the Agreement.

Seller acknowledges and agrees that if Buyer elects under item (i) above, the same shall not constitute a waiver of Buyer's right to elect under item (ii) above at a later date and that Buyer shall be entitled to subsequently elect under item (ii) above.

4. Counterparts. This Amendment may be executed by each of the parties hereto in separate counterparts with the same effect as if all parties hereto executed the same counterpart. Each such counterpart shall be deemed an original and all of such counterparts together shall constitute one and the same instrument. Facsimile and/or electronic mail transmissions of signed copies of this Amendment shall be deemed to be as valid and effective as original signatures.

5. Governing Law. This Amendment shall be construed and interpreted in accordance with the laws of the State of Michigan.

6. Entire Agreement. The Agreement, including without limitation, this Amendment, constitutes the entire agreement between Seller and Buyer with respect to the subject matter hereof. This Amendment shall not be effective until execution and delivery by both Seller and Buyer.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed on the dates set forth below, respectively.

SELLER:

The Charter Township of Ypsilanti,
a Michigan charter township

By: Brenda L. Stumbo
Name: Brenda L. Stumbo
Title: Supervisor
Date: Nov. 22, 2023

By: Heather Jarrell Roe
Name: Heather Jarrell Roe
Title: Clerk
Date: Nov. 22, 2023

BUYER:

ALDI INC. (MICHIGAN),
a Michigan corporation

By: _____
Steve Bowman, Group Director of Real Estate

Date Signed: October ____, 2023

Reviewed By: _____
Andrew Shaw, Director of Real Estate

EXHIBIT A
WCRC Road Improvement Agreement

EXHIBIT B
Washtenaw County Water Resources Letter for Pond A

ROAD IMPROVEMENT AGREEMENT

THIS ROAD IMPROVEMENT AGREEMENT (**"Agreement"**), is entered into as of the ___ day of _____, 2023, and memorializes and confirms certain verbal commitments and understandings previously made by the Board of County Road Commissioners of the County of Washtenaw, a Michigan Municipal body corporate, with offices located at 555 N. Zeeb Road in Ann Arbor, Michigan, 48103 (**"WCRC"**), the Charter Township of Ypsilanti, a Michigan Municipal corporation, with offices at 7200 South Huron River Drive, Ypsilanti, Michigan 48197 ("**Township**").

STATEMENT OF FACTS

A. Township is the fee simple owner of certain real property (Tax Identification No. K-11-38-150-002) located on the northwest corner of Brinker Way and Huron Street in Ypsilanti Township, Washtenaw County, Michigan (the **"Property"**). Aldi is purchasing the Property from the Township and developing said Property as a commercial grocery store per the attached **"Site Plans"**. The Site Plans are hereby incorporated in this Agreement by reference as **Exhibit A.**

B. Both Brinker Way and Huron Steet are public roads under the jurisdiction of WCRC. Access to the Property is dependent upon Brinker Way and will impact traffic operations on Huron Street.

C. As set forth in the technical traffic study (**"Study"**) prepared by Fleis & Vanderbrink dated January 26, 2023, the use and development of the Property will require improvements to the intersection of Brinker Way and Huron Street. The Study is hereby incorporated in this Agreement by reference as **Exhibit B.**

D. In connection with the use and development of the Property and its proposed driveway access to Brinker Way (**"Driveway"**) upon compliance with permit requirements, Aldi shall be granted the necessary access permit(s) pursuant to the terms of this Agreement:

E. In connection with the use and development of the Property and its impact on traffic operations on the public roads, Township has agreed and desires to contribute to the cost of design and construction of a mast arm traffic signal at the intersection of Brinker Way and Huron Street (**"Traffic Signal Contributions"**) pursuant to the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

ARTICLE 1
TRAFFIC SIGNAL CONTRIBUTION

1.1 Contribution. Township shall pay to WCRC the sum of four hundred twenty thousand dollars ($420,000.00). The timing and details of the design and construction of the of the traffic signal shall at all times remain within the sole discretion of WCRC.

1.2 Payment. WCRC shall submit an invoice to the Township for the contribution described in Section 1.1. The Township shall pay the invoice in full to WCRC within thirty (30) days of receipt of the invoice.

ARTICLE 2
MISCELLANEOUS

2.1 Permits and Authorizations. WCRC shall issue to Aldi all WCRC permits necessary to develop and access the Property in accordance with the Site Plans, provided that Aldi has made all required filings and submissions. WCRC shall not unreasonably withhold or delay the issuance of any permits, authorizations or inspections required in connection with the Property, including but not limited to the Driveway construction. Upon Aldi's submission of an application for any such permit or authorization with respect to the Property, WCRC shall confer with Aldi to identify any permits that will be required for the project and the requirements for the issuance of such permits.

2.2 Binding Agreement. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns when fully executed by an authorized representative of each party.

2.3 Amendment. This Agreement may not be modified, replaced, amended, or terminated without the prior written consent of both parties.

2.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if the invalid, illegal or unenforceable provisions had never been contained within the body of this Agreement.

2.7 Execution in Counterparts/Fax Signature. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one agreement. In addition, facsimile signatures shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this Road Improvement Agreement by affixing the signatures below effective as of the date set in the caption.

By: Charter Township of Ypsilanti
a Michigan Municipal Corporation

By: _____
Name: Brenda Stumbo
Title: Supervisor 11-22-23

By: _____
Name: Heather Jarrell Roe
Title: Clerk 11-22-23

BOARD OF COUNTY ROAD COMMISSIONERS OF WASHTENAW COUNTY, a Michigan Municipal Corporation

By: _____
Name: Sheryl Soderholm Siddall
Its: Managing Director

Charter Township of Ypsilanti

RESOLUTION NO. 2023-18

APPROVAL OF EARLY VOTING LOCATIONS

Whereas, early voting must be available to every voter for at least eight hours per day during the mandatory nine-day period;

Whereas, Michigan Election Law, MCL 168.662(1) requires the approval of the location of

early voting locations,

Now therefore be it RESOLVED, that the Ypsilanti Township Board of Trustees

approves the following locations for early voting;

7200 S. Huron River Dr. Ypsilanti MI 48197, and

2025 E. Clark Rd, Ypsilanti MI 48198.

Be it further RESOLVED, that pursuant to Statute, the Township Clerk will notify all voters of their right to vote early including the exact locations available to each vote.

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Michigan Supreme Court
State Court Administrative Office
Michigan Drug Court Grant Program
Fiscal Year 2024 Contract

Grantee Name:	**14B District Court — Hybrid DWI/Drug Court**
Unique Identifier:	**U10065**
Federal ID Number:	**38-6007433**
Contract Number:	**32576**
Grant Amount:	**$21,000**

1. DEFINITIONS GOVERNING CONTRACT

The definitions below govern the terms used in this Contract.

1.01 The term "Contract" as used in this document means the Contract between the State Court Administrative Office (the "SCAO") and Grantee, and includes any subsequent amendments thereto.

1.02 The term "Confidential Information" means confidential and/or proprietary information belonging to the SCAO which is disclosed to the Grantee or which the Grantee otherwise learns of during the course of or as the direct or indirect result of rendering its Services for the SCAO.

Confidential or Proprietary Information is information not generally known to third parties or to others who could obtain economic value from their disclosure or use of the information. This includes all proprietary technical, financial, or other information owned by SCAO or any of its vendors, including by way of illustration, but not limitation, computerized data, codes, programs and software, written material, inventions, whether or not patented or patentable, designs, works of authorship, works subject to or under copyright protection, trade secrets or trademark – protected material, performance standards concepts, formulae, charts, statistics, financial records and reports of the SCAO or any entity otherwise affiliated with the SCAO. Confidential or Proprietary Information also includes all confidential and proprietary material that the Grantee may design, author, create, distribute, or produce during the term of this Contract when rendering Services thereunder. "Confidential Information" also includes all individualized, nonaggregated data relating to individuals, including, but not limited to, personally identifiable information ("PII") and information protected by the Health Insurance Portability and Accountability Act. All information gained during the course of Grantee's retention should be presumed confidential unless the information is clearly identified otherwise or the circumstances of disclosure demonstrate it not to be confidential.

1.03 The term "Effective Date" means the date upon which this Contract becomes effective, which is the date the Contract is signed by both Parties. If the Parties do not sign the Contract on the same date, the latest specified date will become the Contract's effective date.

1.04 The term "Employee Benefits" means any and all employee benefits the SCAO provides to its employees, including, but not limited to, workers' compensation, retirement, pension, insurance,

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fringe, educational training, holiday/sick/vacation pay benefits, or any other similar benefits.

1.05 The term "Grant Amount" is the amount specified as "Grant Amount" on the first page of this Contract and includes any increases or reductions under Section 17.

1.06 The term "Grantee" as used in this Contract includes the Grantee(s)/party(ies) with which the SCAO is contracting and the employees with which the SCAO is contracting.

1.07 The term "Grantee's agents" as used in this Contract includes the Grantee's agents, subcontractors, vendors, and subrecipients.

1.08 The term "Liabilities" means any and all liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses, including, but not limited to, fees and expenses of attorneys and litigation related to the Services provided.

1.09 The term "Parties" includes the SCAO, Grantee, and all of their employees.

1.10 The term "Pre-existing Inventions, Patented and/or Copyrighted Materials" means such writings, inventions, improvements, or discoveries whether or not under an existing copyright, patent or copyright/patent application or any other third party intellectual property right that were written, invented, made, or discovered by the Grantee, including its employees, and/or subcontractors while engaged in Services under this Contract.

1.11 The terms "Program Expenses" and "Expenses" mean all expenses including, but not limited to, license fees and all other types of fees, memberships and dues, automobile and fuel expenses, insurance premiums, copying costs, telephone costs and all other types of costs, and all salary and expenses incurred by the Grantee, and all other compensation paid to the Grantee's employees or subcontractors that the Grantee hires, retains or utilizes for the Grantee's performance under this Contract. This term includes allowable program costs as articulated in WebGrants, which are contained on the "allowable expense" list and in the program budget. This term also includes Travel Expenses as defined below.

1.12 The term "Services" refers to the goods, services, program activities, projects, and initiatives that the Grantee provides under this Contract, as described in the Scope of Services, Scope of Work, and all descriptions of services in any attachments and amendments to the Contract.

1.13 The term "Taxes" refers to any and all federal, state, and local taxes, including, but not limited to, income taxes, social security taxes, unemployment insurance taxes, and any other taxes or fees for which Grantee is responsible.

1.14 The term "Travel Expenses" means expenses Grantee incurs for travel including lodging, mileage, and meals that the Grantee incurs in the reasonable fulfillment of the terms of this Contract. Reimbursable Travel Expenses must be approved by SCAO before they are incurred.

1.15 The term "WebGrants" refers to the web-based grant management system used by SCAO.

1.16 The term "Work Product" refers to reports, programs, manuals, tapes, and videos, including training materials, power point presentations or any other written or electronic materials prepared under this Contract and amendments thereto. It also includes computer data such as programs and software in various stages of development and source codes and object codes, and any other work product prepared by the Provider under this Contract and amendments thereto.

2. PARTIES

2.01 This Contract is between the SCAO and the 14B District Court — Hybrid DWI/Drug

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Court (Grantee).

3. AMOUNT AND GRANT PROGRAM

3.01 The SCAO will reimburse the Grantee up to $21,000 for the Grantee's expenses under this Contract.

3.02 The grant funding is from the Michigan Drug Court Grant Program (MDCGP).

4. DURATION

4.01 This Contract covers Services rendered beginning on October 1, 2023, and ending on September 30, 2024, at 11:59 p.m.

5. TERMS

5.01 This Contract contains the entire agreement between the parties. It does not include any other written or oral agreements, except the following:

A. Reporting requirements (see Attachment 1),
B. Assurances,
C. Allowable/disallowable expense list,
D. Conditions on Expenses, and
E. Approved grant budget.

6. RELATIONSHIP AND DUTIES

6.01 No employer/employee relationship exists between the Parties. Further, no employee or subrecipient of the Grantee is an employee of the SCAO. The Grantee is an independent contractor, not an employee of the SCAO.

6.02 The SCAO is not obligated either under this Contract or by implication to provide and is not liable to the Grantee for failure to provide the Grantee with Employee Benefits. The Grantee is not eligible for and will not receive any Employee Benefits from the SCAO.

6.03 The Grantee is responsible for payment of all Taxes arising out of the Grantee's Services in accordance with this Contract.

6.04 The Grantee does not, and shall not, have the authority to enter into contracts on the SCAO's behalf.

6.05 Except for the Grant Amount, the SCAO and the Michigan Supreme Court (MSC) have no financial obligation to the Grantee.

6.06 The Grantee agrees to comply with all of the Contract terms, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.

7. REIMBURSEMENT AND BUDGET

7.01 This is a reimbursement-based grant.

7.02 The Grantee's Expenses are eligible for reimbursement only if the Grantee incurred the Expenses during the time period that this Contract is effective. Further, the Grantee's Expenses are eligible for reimbursement only after the Grantee has paid the Expenses. Consumable expenses, such

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as drug tests, are eligible for reimbursement only if the item can reasonably be consumed (and the Grantee incurred the expense) during the time period that this Contract is effective.

7.03 The Grantee's Expenses are eligible for reimbursement only if included on the allowable expense list and the approved budget.

7.04 The Grantee's Expenses are eligible for reimbursement only after the Grantee has exhausted all other available funding options that were designated for the project. Examples of potential other available funding options include local court or county funding, federal funding, participant fees, and funding from nonprofit organizations. The Grantee is not required to first spend funds that were not designated for the project. Once the Grantee has exhausted all other available funding options that were designated for the project, then the grant funds under this Contract can be used. If the Grantee has other available funding options that were designated for the project but relies on the grant funding under this Contract before exhausting the other options, the SCAO may reduce the reimbursement amount by an amount that is equal to the other available funding options.

7.05 Reimbursements for Travel Expenses (such as mileage) may not exceed the lesser of the Grantee's published travel rates or allowable State of Michigan travel rates and must be approved by the SCAO prior to incurring the expense.

7.06 The Grantee must request Expense reimbursement on a quarterly basis (see Attachment 1). The request to reimburse each Expense must include the hourly rate or cost per unit, amount of hours worked or number of units, a description of Services provided, the date of the Expense, the amount requested, and proof that the Grantee has paid the Expense.

7.07 All Expense reimbursement is subject to the SCAO's approval.

7.08 The Grantee must sign up through the online vendor system to receive reimbursement payments via electronic funds transfers or direct deposits. To register, go to the Department of Technology, Management, and Budget's website.

8. RELIGIOUS PROGRAMMING

8.01 The Grantee will not spend grant funds on a program that has a religious component.

8.02 Before the Grantee refers a person to, or provides a person with, a program with a religious component, the Grantee must do the following: (1) allow the person to choose whether to participate in the program, (2) ensure that a person who chooses to not participate is not penalized, and (3) provide at least one secular option.

9. ASSIGNMENT

9.01 The Grantee may not assign any portion of this Contract except with prior written approval of the SCAO. If performance is so assigned, all requirements in this Contract shall apply to such performance and the Grantee shall be responsible for the performance of such Services.

10. PROCURMENT CONTRACTS AND SUBRECIPIENT SUBCONTRACTS

10.01 The Grantee may enter into procurement contracts and subrecipient subcontracts for activities under this grant.

10.02 The Grantee must provide the SCAO with copies of any procurement contracts if the SCAO requests them.

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10.03 The Grantee must provide the SCAO with copies of any subrecipient subcontracts prior to requesting reimbursement for subrecipient work. The subrecipient subcontracts must be uploaded in WebGrants.

10.04 The Grantee must provide a copy of this Contract to all subrecipients and subcontractors.

11. CONFIDENTIAL INFORMATION

11.01 The parties do not expect that medical and treatment information will be obtained, shared or utilized in this Contract. However, to the extent that it is, all medical and treatment information of participants served under this Contract is confidential. The SCAO and the Grantee agree that this information will not be disclosed except as allowed by law.

11.02 The Grantee agrees to comply with the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2, and the Michigan Mental Health Code. Some of these requirements include the following:

A. The Grantee and Grantee's agents must not share information that is protected under HIPAA, 42 CFR Part 2, or the Michigan Mental Health Code (the "Protected Information"). The Grantee is liable for the unauthorized use or disclosure of Protected Information. This includes Protected Information that the SCAO provides to the Grantee.

B. The Grantee must include terms in any procurement contract and subrecipient subcontract that the Grantee's agents must not share Protected Information. This includes Protected Information that the SCAO provides to the Grantee.

C. The Grantee must have written policies and procedures about using and disclosing Protected Information. The policies and procedures must include provisions that restrict Grantee's employees' access to Protected Information.

D. The Grantee must also have a policy to report to the SCAO unauthorized use or disclosure of Protected Information.

11.03 During Contract performance, the SCAO may disclose Confidential Information to the Grantee. The Grantee shall not disclose Confidential Information to any third party without prior approval from the SCAO. If disclosure of Confidential Information is required by law or court order, the Grantee must notify the SCAO within five business days as provided in Section 27 of this Contract before disclosure and shall reasonably cooperate with the SCAO to (1) narrowly tailor disclosure and (2) support SCAO's efforts to obtain protective orders or other relief as appropriate.

11.04 When Grantee is no longer operating a certified problem-solving court and/or when Grantee loses its problem-solving court certification or sooner if requested by SCAO, the Grantee agrees to return all Confidential Information to the SCAO and permanently delete any electronic copies of the data stored by the Grantee within 30 calendar days thereafter. If requested by the SCAO, the Grantee will provide written confirmation that deletion has been completed.

11.05 This section survives termination or expiration of this Contract.

12. RIGHTS TO WORK PRODUCT, PRE-EXISTING INVENTIONS, AND IMPROVEMENTS

12.01 All Work Product shall belong to and is owned by the SCAO and is subject to copyright or patent only by the SCAO. The SCAO shall have the right to obtain from the Grantee original materials

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produced under this Contract and shall have the right to distribute those materials.

12.02 The SCAO shall have copyright, property, and publication rights in all Work Product developed in connection with this Contract.

12.03 The SCAO grants the Grantee a royalty-free, nonexclusive license to use any Work Product developed in the course of executing this Contract that is not Confidential and Proprietary Information as defined in this Contract. However, the Grantee shall not publish or distribute any Work Product relating to the Services provided under this Contract.

12.04 The Grantee shall safeguard the Grantee's property, materials and Work Product. The SCAO is not responsible and will not be subject to any Liabilities for any claims related to the loss, damage, or impairment of Provider's property, materials and/or Work Product.

12.05 The Grantee shall promptly disclose in writing to SCAO all Pre-existing Inventions, Patented and/or Copyrighted Materials used to provide Services under this Contract.

12.06 The Grantee shall assist the SCAO in determining and acquiring copyrights, patents, or other such intellectual property protection for any Work Product for which the SCAO desires to obtain such protection.

12.07 The Grantee warrants that as of the Effective Date of the Contract, there are no Pre-existing Inventions, Patented and/or Copyrighted Materials for which the Grantee seeks protection or which the Grantee desires to remove from the Contract provisions before entering into this Contract. Further, the Grantee warrants that its performance under this Contract will not infringe upon or misappropriate any third party's patents, copyrights or other intellectual property rights.

12.08 The Grantee further warrants that as of the Effective Date of the Contract, the Grantee has obtained all material licenses, authorizations, approvals and/or permits required by law to conduct its business generally and to perform its obligations under this Contract.

13. INSURANCE

13.01 The Grantee must procure commercial liability insurance or ensure that an adequate amount of money is set aside in its local budget to cover all reasonable claims related to the Grantee's and Grantee's agents' Services under this Contract.

14. LIABILITY

14.01 The Grantee is responsible for Liabilities and Expenses that result from the Grantee's performance or nonperformance under this Contract. This subsection does not waive governmental immunity as provided by law.

14.02 The Grantee warrants that, before entering into this Contract, it is not subject to any liabilities or expenses that could interfere with Contract performance.

14.03 The SCAO is not responsible for Liabilities and Expenses that result from the Grantee's or Grantees' agents' performance, nonperformance, or property.

14.04 If Grantee contracts with a private third party to carry out the Grantee's responsibilities under this Contract, then in that contract Grantee will require the private third parties to indemnify SCAO and the MSC, including their officers, and employees (the "SCAO, MSC and related entities") from any Liabilities that may be imposed upon, incurred by, or asserted against the SCAO, MSC and related entities arising from the acts or omissions of the private third party under such contact. Any private third

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party who will not agree to such provisions may not be utilized by Grantee to perform services under this Contract. This subsection does not waive governmental immunity as provided by law.

15. FINANCIAL RECORDS, RETENTION, AND INSPECTION

15.01 The Grantee agrees that all Expenses comply with the standard procedures of the Grantee's funding unit.

15.02 The Grantee agrees to maintain financial records that follow generally accepted accounting principles.

15.03 The Grantee must maintain an accounting system with grant financial records that are kept separately from the Grantee's other financial records.

15.04 The Grantee must retain all financial records related to this Contract for at least five years after the SCAO's final reimbursement to the Grantee. The Grantee is responsible for the costs to retain these records.

15.05 If an audit begins before the five-year period expires, and it extends past that period, the Grantee must retain all records until the audit is complete. Based on the audit, the SCAO may adjust reimbursement payments. If the audit reveals that the SCAO overpaid the Grantee, the Grantee must immediately refund those amounts to the SCAO.

15.06 The Grantee agrees that the MSC, the SCAO, the Michigan Department of Treasury, the State Auditor General, and these parties' authorized representatives may upon notification audit and copy the Grantee's grant financial records.

16. GRANT REPORTING

16.01 The Grantee agrees to timely provide all applicable performance measurement data, including complete and accurate reports as identified in Attachment 1 related to this Contract so that the SCAO can meet its reporting requirements. Further, the Grantee agrees to follow the grant reporting requirements in Attachment 1.

16.02 Further, for each participant who is screened for or accepted into the grant program, the Grantee must timely enter data in compliance with the minimum standards established by the SCAO into the Drug Court Case Management Information System.

16.03 When any required report is 30 calendar days past due, a delinquency notice will be sent notifying the Grantee that it has 15 calendar days to comply with the reporting requirement. When any required report is 45 calendar days past due, the Grantee's funding award will be rescinded and the SCAO will send a forfeiture notice to the Grantee. Notices will be sent as provided in Section 27 of this Contract.

17. INCREASES AND REDUCTIONS IN GRANT AMOUNT

17.01 When Grantee cannot spend some or all allocated grant funds, these funds should be reallocated to other problem-solving courts who can spend them. This ensures that the problem-solving courts can address as many of the communities' needs as possible. The Grantee acknowledges that its failure to spend, provide proof of expenditures, or request reimbursement of Grant Award expenditures by the financial claims report due dates may trigger the reallocation process outlined in Section 17.05. Therefore, the Grantee agrees to provide all financial claims on the schedule outlined in Attachment 1.

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Failure of the Grantee to submit all financial claims by their due dates will jeopardize Grantee's grant funding and subject the Grantee to the procedures set forth in Section 17.05 below.

17.02 Further, for each participant who is screened for or accepted into the grant program, the Grantee must enter data in compliance with the minimum standards established by the SCAO into the Drug Court Case Management Information System.

17.03 The SCAO will monitor Grantee's progress and expenditure of its Grant Amount. Grantee must use its best efforts to utilize the full amount of funds awarded.

17.04 If Grantee has made satisfactory progress towards utilization of its Grant Amount and SCAO or Grantee determines at any time during the Contract Term that Grantee could benefit from additional grant funds such that its Grant Amount should be increased, Grantee must submit a reallocation amendment request through Webgrants, stating the amount of additional grant funds needed, explaining how the additional amount was determined, and outlining the court's plan to utilize the additional amount, if awarded.

17.05 If at any time during the Contract term Grantee fails to demonstrate satisfactory progress towards utilization of its Grant Amount, as determined by SCAO in its sole discretion, SCAO will implement the following Grant review process:

A. SCAO will notify Grantee that it appears that Grantee is not making satisfactory progress toward spending its Grant Amount and will request an explanation from Grantee as to its lack of progress.

B. Grantee must, within 10 business days from the date of the notice, provide an explanation to SCAO for its lack of satisfactory progress and outline its plan for fully spending the Grant Amount during the Contract term, or if Grantee cannot fully spend the Grant Amount, Grantee must request a reduction in the Grant Amount which aligns with its plan. This information must be submitted by emailing a letter to Andrew Smith at smitha@courts.mi.gov. Failure to provide this information within the time specified by SCAO will result in a reduction in the Grant Amount based on the claims information already submitted by Grantee and using any other criteria SCAO determines to be relevant.

C. SCAO will determine whether the Grant Amount should remain as initially awarded, or be reduced and notify Grantee of the decision. Should the Grant Amount be reduced, Grantee will submit a budget revision in Webgrants by the date specified by SCAO showing how the reduced Grant Amount will be allocated for the remaining Contract Term.

D. For communications other than those made through Webgrants and as mentioned in Subsection 17.05(B), all notices will be sent as provided in Section 27 of this Contract.

17.06 If at any time during the Contract Term Grantee determines on its own that it will not fully spend the entire Grant Amount during the Contract Term, the Grantee must submit a reallocation request to SCAO in Webgrants identifying how much of the Grant Amount the Grantee intends to spend during the Contract term, and how much the Grantee would like to return to SCAO.

17.07 Whether or not SCAO changes the Grant Amount through reduction or increase, the Grantee must fully comply with the reporting requirements found in Attachment 1, and the Grantee's

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obligations under the Contract will remain in effect until Grantee fully complies.

17.08 Section 17 survives termination of this Contract.

18. SUSPENSION OR TERMINATION OF CONTRACT

18.01 In addition to the provisions set forth in Section 17, the SCAO and/or the Grantee may immediately reduce the project budget, or suspend or terminate this Contract without further liability or penalty to the SCAO under any of the following circumstances:

A. If any of the terms of this Contract are not adhered to by the Grantee/subrecipients.

B. If the Grantee proposes or implements substantial changes to the Scope of Services/Work such that, if originally submitted, the application would not have been selected for funding.

C. If the Grantee is not certified or submits false certification or falsifies any other report or document required hereunder. Grantees that are funded with Swift and Sure Sanctions Probation Program funds are exempt from certification requirements in Section 24.

D. If the Grantee is charged with or convicted of any criminal activity or offenses during the term of this Contract or any extension thereof.

E. If funding for this Contract becomes unavailable to the SCAO due to appropriation or budget shortfalls.

F. If the Grantee does not comply with a contract term, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.

G. If any report from Section 16 is at least 45 days late.

18.02 Each Party has the right to terminate this Contract without cause subject to the conditions below. If the Grantee is the party attempting to terminate the Contract, the Chief Judge of the Grantee must notify the SCAO in writing of such termination. The Grantee's obligations under the Contract cannot be terminated, however, until Grantee fulfills all of the grant reporting requirements under Attachment 1 as required by the terms of the grant and as otherwise directed by the SCAO. Grantee's obligations under this Contract will not be terminated until Grantee has met all grant reporting requirements as determined by the SCAO.

18.03 If the SCAO terminates this Contract under Section 18, with the exception of termination stated in Section 18.01(E), the Grantee is not eligible for SCAO grant funding for two years. After the two-year period, the Grantee must verify in writing with SCAO that the Grantee has corrected the issues.

19. COMPLIANCE WITH LAWS

19.01 The Grantee must comply with all federal, state, and local laws and applicable ethics, rules, and canons.

20. MICHIGAN LAW

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20.01 This Contract shall be subject to, and shall be enforced and construed under, the laws of the state of Michigan. Further, the parties agree to litigate any disputes arising directly or indirectly from the Contract in the Court of Claims in the state of Michigan or if the Court of Claims cannot take jurisdiction over the dispute then by the Michigan circuit court determined appropriate by the SCAO.

21. CONFLICT OF INTEREST

21.01 Because this Contract involves federal grant funds and contracts with governmental entities, the SCAO and the Grantee are subject to the provisions of the federal Freedom of Information Act, found in 5 U.S.C. 552 *et. seq.*, the Contracts of Public Servants with Public Entities Act, found in MCL 15.321 *et seq.*, and the Standards of Conduct for Public Officers and Employees Act, found in MCL 15.341 *et seq.* Further, the Grantee certifies that the Grantee presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with the performance of this Contract.

22. DEBT TO STATE OF MICHIGAN

22.01 The Grantee covenants that it is not, and will not become, in arrears to the state of Michigan or any of its subdivisions upon contract, debt, or any other obligation to the state of Michigan or its subdivisions, including real property, personal property, and income taxes.

23. CONTRACT DISPUTE

23.01 The Grantee shall notify the SCAO in writing of the Grantee's intent to pursue a claim against the SCAO for breach of any term of this Contract within 10 business days of discovery of the alleged breach as provided in Section 27 of this Contract.

24. PROGRAM CERTIFICATION

24.01 Under Michigan law, approval and certification by the SCAO is required to begin or to continue the operation of a drug court, sobriety court, hybrid drug/DWI court, family dependency treatment court, veteran's treatment court or mental health court. Any of these programs that are not certified by Grantee shall not perform any of the functions of that program type, including, but not limited to, receiving grant funding under the law and shall not be covered by this Contract.

25. PROGRAM REVIEW OR CERTIFICATION SITE VISIT

25.01 The SCAO may review the Grantee onsite. As part of the review, the SCAO may interview the program's team members, observe staff meetings and status review hearings, review case files, review data, and review financial records.

26. AMENDMENT

26.01 Except as provided in Subsections 17.05 and 26.02, the parties may amend this Contract only in writing signed by both parties.

26.02 The SCAO and the Grantee must submit a budget/project amendment through WebGrants. An example of a budget amendment is the Grantee requesting to move money from one approved line item in the budget to another approved line item in the budget, and the SCAO approving the requested budget amendment. The SCAO and the Grantee must also notify the other party in WebGrants of any changes in project directors, program judges, agency contacts, financial officers, or authorizing officials, including changes in names, mailing addresses, e-mail addresses, and telephone

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numbers.

27. DELIVERY OF NOTICE

27.01 Unless otherwise specified in this Agreement, written notices and communications required under this Contract shall be delivered in one of two forms: (1) by electronic mail; or 2) by overnight delivery sent by a nationally recognized overnight delivery service to the following:

27.02 The Grantee's contact person is:

Mark Nelson
14B District Court
7200 S. Huron River Drive
Ypsilanti, MI 48197
nelsonm@washtenaw.org

27.03 The SCAO's contacts are:

Andrew Smith
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
Smitha@courts.mi.gov

and

Ryan Gamby
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
Gambyr@courts.mi.gov

28. NONDISCRIMINATION

28.01 During the performance of this Agreement, the Grantee agrees—

a. To comply with all state and federal nondiscrimination laws and regulations, as may be amended from time to time.

b. Not to participate directly or indirectly in the discrimination prohibited by any state or federal nondiscrimination law or regulation, such as federal laws or regulations as set forth in Appendix B of 49 CFR part 2.

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the SCAO.

d. That, in the event a Grantee fails to comply with any nondiscrimination provisions in this Agreement, the SCAO will have the right to impose such Agreement sanctions as it determines are appropriate, including but not limited to withholding payments to the Grantee under the Agreement until the Grantee complies; and/or cancelling, terminating, or suspending this Agreement or a contract or funding agreement, in whole or in part.

DocuSign Envelope ID: 12D0B6FC-5204-4CB3-9A15-F3C164618F82

29. GRANTEE'S AUTHORIZING OFFICIAL

29.01 The Grantee's "Authorizing Official" is the individual who signs this Contract. The "Authorizing Official" is an official of the Grantee who has the legal authority to, is authorized to, and can legally sign contracts on behalf of the Grantee and bind the Grantee to the terms of the contracts, including this Contract. The Authorizing Official may not be a judge or other state employee. By signing below, the Grantee and Grantee's Authorizing Official warrant that the Authorizing Official has the actual authority to sign the Contract on behalf of the Grantee.

29.02 Only one person may sign this Contract as the Grantee's Authorizing Official. The Grantee might have more than one individual who is authorized to enter into binding contracts for the Grantee that is receiving funds, or the Grantee's local rules might provide that multiple people must sign contracts. In either case, the Authorizing Official's signature on this Contract represents the mutual agreement and acceptance of this Contract by all persons who are authorized to enter into binding contracts for the Grantee.

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SIGNATURES OF PARTIES
Michigan Drug Court Grant Program
CONTRACT NUMBER: 32576

30. SIGNATURE OF PARTIES

30.01 This Contract is not effective unless signed by both Parties.

30.02 The signatures on this contract are electronic through the DocuSign system.

30.03 The DocuSign system requires an agent of the Grantee to send this Contract to the Grantee's Authorizing Official for the Authorizing Official's review and signature. Selecting the dropdown below confirms that the Contract can be sent to the Grantee's Authorizing Official for signature.

30.04 The DocuSign system requires an agent of the SCAO to send this Contract to the Deputy State Court Administrator for review and signature. Selecting the dropdown below confirms that the Contract can be sent to the Deputy State Court Administrator for signature.

14B District Court **Hybrid DWI/Drug Court**	**State Court Administrative Office**
Authorizing Official's Signature	SCAO Official's Signature
Authorizing Official's Name	SCAO Official's Name
Authorizing Official's Title	SCAO Official's Title
Date Signed by Authorizing Official	Date Signed by SCAO Official

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ATTACHMENT 1
FY 2024 REPORTING REQUIREMENTS
October 1, 2023, through September 30, 2024

DCCMIS DATA EXCEPTION REPORT	
DUE DATE	**NOTE**
February 15, 2024*	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of **October 1, 2023, through December 31, 2023.**
May 15, 2024*	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of **January 1, 2024, through March 31, 2024.**
August 15, 2024*	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of **April 1, 2024, through June 30, 2024.**
November 15, 2024*	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of **July 1, 2024, through September 30, 2024.**

DCCMIS USER AUDIT	
DUE DATE	**NOTE**
January 31, 2024*	Courts will be confirming user access to DCCMIS.

WEBGRANTS USER AUDIT REPORT	
DUE DATE	**NOTE**
January 31, 2024	Courts will be confirming user access to WebGrants.

CLAIMS	
DUE DATE	**NOTE**
January 10, 2024	Courts will be reporting on expenditures from **October 1, 2023, through December 31, 2023.**
April 10, 2024	Courts will be reporting on expenditures from **January 1, 2024, through March 31, 2024.**
July 10, 2024	Courts will be reporting expenditures from **April 1, 2024, through June 30, 2024.**
October 10, 2024	Courts will be reporting expenditures from **July 1, 2024, through September 30, 2024.**

PROGRESS REPORT	
DUE DATE	**NOTE**
April 30, 2024*	

*Planning Grants – If your court is receiving a FY 2024 planning grant, you are only required to complete this report if the program becomes operational during this fiscal year.

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STATE COURT ADMINISTRATIVE OFFICE
OFFICE OF HIGHWAY SAFETY PLANNING GRANT

Subcontract Agreement
Between

SCAO

Federal I.D. Number: 38-6000134

and

GRANTEE: 14B District Court - Hybrid DWI/Drug Court

Federal I.D. Number: 38-6007433

Contract Number: 32576
Grant Amount: $69,000
SCAO Unique Identifier: U10065
Project Title: SCAO OHSP Grant Program
Assistance Listing Number Title: Alcohol Traffic Safety and Drunk Driving Prevention Incentive Grant
Assistance Listing Number: 20.616
Unique Entity Identifier (UEI): LM28LDVM4MB5
Federal Agency Name: U.S. Department of Transportation, National Highway Traffic Safety Administration (NHTSA)
Federal Grant Administered by: Michigan Office of Highway Safety Planning ("OHSP")
Federal Grant Award Number: 2024-ID-05-IG

1. DEFINITIONS GOVERNING AGREEMENT

The definitions below govern the terms used in this Agreement.

1.01 The term "Agreement" as used in this document means the Agreement between the State Court Administrative Office (the "SCAO") and Grantee, and includes any subsequent amendments thereto.

1.02 The term "OHSP" refers to the Office of Highway Safety Planning, which is the subject of this Agreement.

1.03 The term "Confidential Information" means confidential and/or Proprietary Information belonging to the SCAO which is disclosed to the Grantee or which the Grantee otherwise learns of during the course of or as the direct or indirect result of rendering its Services for the SCAO. Confidential or Proprietary Information is information not generally known to third parties or to others who could obtain economic value from their disclosure or use of the information. This includes all proprietary technical, financial, or other information owned by SCAO or any of its vendors, including by way of illustration, but not limitation, computerized

data, codes, programs and software, written material, inventions, whether or not patented or patentable, designs, works of authorship, works subject to or under copyright protection, trade secrets or trademark, protected material, performance standards concepts, formulae, charts, statistics, financial records, and reports of the SCAO or any entity otherwise affiliated with the SCAO. Confidential or Proprietary Information also includes all confidential and proprietary material that the Grantee may design, author, create, distribute, or produce during the term of this Agreement when rendering Services thereunder. "Confidential Information" also includes all individualized, nonaggregated data relating to individuals, including, but not limited to, personally identifiable information ("PII") and information protected by the Health Insurance Portability and Accountability Act. All information gained during the course of Grantee's retention should be presumed confidential unless the information is clearly identified otherwise or the circumstances of disclosure demonstrate it not to be confidential.

1.04 The term "Effective Date" means the date upon which this Agreement becomes effective, which is the date the Agreement is signed by both Parties. If the Parties do not sign the Agreement on the same date, the latest specified date will become the Agreement's effective date.

1.05 The term "Employee Benefits" means any and all employee benefits the SCAO provides to its employees, including, but not limited to, workers' compensation, retirement, pension, insurance, fringe, educational training, holiday/sick/vacation pay benefits, or any other similar benefits.

1.06 The term "Grant Amount" is the amount specified as "Grant Amount" on the first page of this Agreement and includes any increases or reductions under Section 24.

1.07 The term "Grantee" as used in this Agreement includes the Grantee(s)/party(ies) with which the SCAO is contracting and the employees with which the SCAO is contracting.

1.08 The term "Liabilities" means any and all liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses, including, but not limited to, fees and expenses of attorneys and litigation related to the Services provided.

1.09 The term "Parties" includes the SCAO, Grantee, and all of their employees.

1.10 The term "Pre-existing Inventions, Patented and/or Copyrighted Materials" means such writings, inventions, improvements, or discoveries whether or not under an existing copyright, patent or copyright/patent application or any other third party intellectual property right that were written, invented, made, or discovered by the Grantee, including its employees, and/or subcontractors while engaged in Services under this Agreement.

1.11 The term "Program Expenses" means all expenses including, but not limited to, license fees and all other types of fees, memberships and dues, automobile and fuel expenses, insurance premiums, copying costs, telephone costs and all other types of costs, and all salary and expenses incurred by the Grantee, and all other compensation paid to the Grantee's employees or subcontractors that the Grantee hires, retains, or utilizes for the Grantee's performance under this Agreement. This term includes allowable program costs as articulated in WebGrants. This term also includes Travel Expenses as defined below.

1.12 The term "Services" refers to the goods, services, activities, projects and initiatives that the Grantee agrees to provide to the SCAO under this Agreement, as described in the Scope

of Services, Scope of Work, and all descriptions of services in any attachments and amendments to the Agreement.

1.13 The term "Taxes" refers to any and all federal, state, and local taxes, including, but not limited to, income taxes, social security taxes, unemployment insurance taxes, and any other taxes or fees for which Provider is responsible.

1.14 The term "Travel Expenses" means expenses Grantee incurs for travel including lodging, mileage, and meals that the Grantee incurs in the reasonable fulfillment of the terms of this Agreement. Reimbursable Travel Expenses must be approved by SCAO before they are incurred.

1.15 The term "WebGrants" refers to the web-based grant management system used by the SCAO.

1.16 The term "Work Product" refers to reports, programs, manuals, tapes and videos including training materials, power point presentations or any other written or electronic materials prepared under this Agreement and amendments thereto. It also includes computer data such as programs and software in various stages of development and source codes and object codes, and any other work product prepared by the Provider under this Agreement and amendments thereto.

2. PERIOD OF AGREEMENT

2.01 This Agreement covers Services rendered beginning on October 1, 2023, and ending on September 30, 2024, unless an exception is explicitly granted by the SCAO.

3. GRANT AMOUNT CONTINGENCIES

3.01 The SCAO agrees to provide reimbursement-based funding in an amount not to exceed the Grant Amount, conditioned upon the SCAO's actual receipt of the award. If the Grant Amount is reduced or eliminated, or if the SCAO does not receive sufficient funding, the SCAO has no obligation to the Grantee to fulfill the terms of this Agreement, and the Grantee has no recourse therefrom. In no event does this Agreement create for the Grantee's benefit a lien against or entitlement to any other funds of the SCAO or the Michigan Supreme Court.

4. RISK EVALUATION REQUIREMENT

4.01 The SCAO is responsible to evaluate risk of Grantee's noncompliance with federal statutes, regulations, and terms, 2 CFR 200.332. Additional reporting requirements to mitigate noncompliance may be required by Grantee based on the court's risk level, and the SCAO will notify the Grantee if additional reporting requirements are needed.

5. RELATIONSHIP

5.01 No employer/employee relationship exists between the Parties. Further, no employee or subrecipient of the Grantee is an employee of the SCAO. The Grantee is an independent contractor, not an employee of the SCAO.

5.02 The SCAO is not obligated either under this Agreement or by implication to provide and is not liable to the Grantee for failure to provide the Grantee with Employee Benefits. The Grantee is not eligible for and will not receive any Employee Benefits from the SCAO.

5.03 The Grantee is responsible for payment of all Taxes arising out of the Grantee's Services in accordance with this Agreement.

5.04 The Grantee does not, and shall not, have the authority to enter into contracts on the SCAO's behalf.

6. SYSTEM FOR AWARD MANAGEMENT

6.01 The Grantee (and all subrecipients and contractors) must register or update in the System for Award Management (SAM) annually to be eligible for federal and state grants administered by the SCAO.

7. CHANGE IN GRANTEE CONTACT

7.01 The Grantee must submit a Contract Amendment through WebGrants notifying the SCAO of any changes in project directors, program judge, agency contacts, financial officers, or Authorizing Officials, including changes in names, mailing addresses, e-mail addresses, and telephone numbers.

8. SCOPE OF SERVICES

8.01 The Grantee shall use its best efforts and devote such time, attention, skill, knowledge, and professional ability as necessary to most effectively and efficiently carry out and perform the Services. Commitment of the state resources for the acquisition of goods and services, and execution of purchase orders, contracts, and similar agreements shall remain the sole responsibility of the SCAO.

9. STATEMENT OF WORK

9.01 The Grantee agrees to undertake, perform, and complete the Services described in their approved grant application. The Grantee may not assign the performance of Services under this Agreement to any other entity or person who is not an employee of the Grantee except with prior written approval of the SCAO. If performance is so assigned, all requirements in this Agreement shall apply to such performance and the Grantee shall be responsible for the performance of such Services.

10. RIGHTS TO WORK PRODUCT

10.01 All written or visual Work Product created solely by the SCAO is exclusively owned by SCAO and is subject to copyright or patent only by the SCAO.

10.02 All written or visual Work Product created solely by the Provider is exclusively owned by the Provider and is subject to copyright or patent only by the Provider.

10.03 All written or visual Work Product produced under this Agreement with funds provided by the grant from SCAO shall belong to and will be owned by SCAO and SCAO shall

have the right to obtain from the Provider original materials produced under this Agreement and shall have the right to distribute those materials.

10.04 The SCAO grants the Provider a royalty-free, nonexclusive license to use any Work Product that is not Confidential or Proprietary as defined in this Agreement. However, the Provider shall not publish or distribute any Work Product without the prior written permission of the SCAO.

10.05 The Provider shall safeguard the Provider's property, materials and Work Product. The SCAO is not responsible and will not be subject to any Liabilities for any claims related to the loss, damage, or impairment of Provider's property, materials and/or Work Product.

11. WRITTEN DISCLOSURE

11.01 The Grantee shall promptly disclose in writing to the SCAO all Pre-existing Inventions, Patented and/or Copyrighted Materials used to provide Services under this Agreement. Further, upon the SCAO's request, the Grantee shall assist the SCAO in determining and acquiring copyrights, patents, or other such intellectual property protection for any Work Product for which the SCAO desires to obtain such protection.

11.02 The Grantee warrants that as of the effective date of this Agreement there are no such Pre-existing Inventions, Patented and/or Copyrighted Materials for which the Grantee seeks protection or which the Grantee desires to remove from this Agreement. Further, the Grantee warrants that its performance under this Agreement will not infringe upon or misappropriate any third party's Inventions, Patented and/or Copyrighted Materials.

12. INSURANCE

12.01 Grantee is self-insured/has procured insurance in an amount sufficient to cover all claims related to the Grantee's Service and as required by law.

13. PERFORMANCE MEASUREMENT DATA AND REPORTING REQUIREMENTS

13.01 The Grantee agrees to timely provide all applicable performance measurement data, including complete and accurate reports as identified in Attachment 1 related to this Agreement so that the SCAO can meet its reporting requirements with the OHSP.

13.02 Further, for each participant who is screened or accepted into the OHSP program, the Grantee must timely enter data in compliance with the minimum standards established by the SCAO into the Drug Court Case Management Information System (DCCMIS). When any required report is 30 calendar days past due, a delinquency notice will be sent notifying the Grantee that it has 15 calendar days to comply with the reporting requirement.

13.03 When any required report is 45 calendar days past due, the Grantee's funding award will be rescinded and the SCAO will send a forfeiture notice to the Grantee. Notices will be sent as provided in Section 38 of this Agreement.

14. PAYMENT PROCESSING

14.01 The Grantee must submit all payment requests along with all required reports, records, and source documentation. Payment requests must be timely submitted to ensure that the

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SCAO can request reimbursement from OHSP within the required reimbursement period. If required support for payment is provided, the Grantee will be paid within 30 calendar days after submission. The Grantee must sign up through the online vendor system to receive reimbursement payments via electronic funds transfers or direct deposit. To register, go to the Department of Technology, Management, and Budget's website.

14.02 The Grantee shall make reasonable efforts to bill and collect first- and third-party fees, where applicable, and report them as outlined above. The Grantee will not be reimbursed for any items for which Grantee fails to bill and/or fails to attempt to collect.

14.03 The Grantee agrees to lawfully use the grant funds for the purposes and under the conditions specified in this Agreement.

14.04 Only program Services and program Expenses detailed in the approved budget incurred during the grant period are eligible for reimbursement. Program Expenses incurred that are not detailed in the approved budget or are incurred outside the grant period will not be reimbursed. Costs cannot exceed the approved grant award.

14.05 Any program income received shall be used exclusively to further traffic safety project activities. Program income is defined as gross income earned by the Grantee during the Agreement period as a direct result of the grant project's Services. Some examples are proceeds from the sale of items purchased or developed with grant funds, or revenue received from attendees at trainings or conferences paid for with grant funds. Program income must be netted against costs incurred within the grant or returned to the SCAO, unless prior permission is obtained from the SCAO to use the funds for other traffic safety projects.

14.06 Reimbursement for Travel Expenses cannot exceed the lesser of the Grantee's published travel rates or allowable State of Michigan travel rates and must be approved by the SCAO prior to incurring the expense.

14.07 Failure to submit cost statements with adequate supporting documentation prior to the fiscal year close out deadline will also result in nonreimbursement of those costs. Costs from one fiscal year cannot be paid in a subsequent fiscal year.

14.08 Any unobligated balance of funds held by the Grantee at the end of the Agreement period will be returned to the SCAO or treated in accordance with instructions provided by the OHSP.

14.09 To assure that expenditures are proper and in accordance with the terms and conditions of the federal award and approved project budgets, the Grantee's annual and final fiscal reports or vouchers requesting payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Grantee. The Grantee must certify that to the best of its knowledge reports are true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes set forth in the federal award's terms and conditions, and have been incurred by the Grantee's program or court. The Grantee is aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject the Grantee to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Section 3729-3730 and 3801-3812).

14.10 The Grantee is aware that this is a reimbursement-based grant.

14.11 The Grantee's Expenses are eligible for reimbursement only if the Grantee incurred the Expenses during the time period that this Agreement is effective. Further, the Grantee's Expenses are eligible for reimbursement only after the Grantee has paid the Expenses. Consumable expenses, such as drug tests, are eligible for reimbursement only if the item can reasonably be consumed (and the Grantee incurred the expense) during the time period that this Agreement is effective.

15. EMPLOYEE TIME CERTIFICATION

15.01 All Agreement-funded employees will timely complete and submit to the SCAO an executed Employee Time Certification form supplied in WebGrants.

15.02 The Grantee shall notify the SCAO immediately as set forth in Section 7 of this Agreement when a grant-funded employee (including employees of subrecipients):

- becomes disabled or deceased while assigned to a grant-funded position,
- is removed or reassigned from a grant-funded position; and/or,
- is unable to report to work due to injury or illness not related to job performance (and is not replaced within 30 calendar days by another employee)

16. AUTHORIZED ACCESS

16.01 The Grantee must permit, upon reasonable notification and at reasonable times, access by authorized representatives of the SCAO, Federal Grantor Agency, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records and documentation related to this Agreement, as authorized by law. The SCAO and/or the OHSP and/or an outside team hired by either, may conduct on-site monitoring visit(s), evaluations and/or grant audit(s) any time during the grant period. All grant records and personnel must be made available during any visit, (including subrecipients), if requested. The Grantee shall work cooperatively with the monitoring, audit and/or evaluation team to permit full review of the program. 2 CFR 200.332(5) requires that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of 2 CFR 200.332, and the Grantee agrees to require its subrecipients to abide by these regulations.

17. CONFIDENTIAL INFORMATION

17.01 To ensure the Grantee effectively performs the Services, the SCAO may disclose Confidential Information to the Grantee. The Grantee shall not disclose Confidential Information to any third party without prior approval from the SCAO. If disclosure of Confidential Information is required by law or court order, the Grantee must notify the SCAO within five business days as provided in Section 38 of this Agreement before disclosure and shall reasonably cooperate with the SCAO to narrowly tailor disclosure and obtain protective orders or other relief as appropriate.

17.02 When Grantee is no longer operating a certified problem-solving court and/or when Grantee loses its problem-solving court certification or sooner if requested by SCAO, the Grantee agrees to return all Confidential Information to the SCAO and permanently delete any electronic

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copies of the data stored by the Grantee within 30 calendar days thereafter. If requested by the SCAO, the Grantee will provide written confirmation that deletion has been completed.

18. MEDICAL INFORMATION

18.01 The parties do not expect that medical and treatment information will be obtained, shared or utilized in this Agreement. However, to the extent that it is, both the SCAO and the Grantee shall assure that medical services to, and information contained in the medical records of, persons served under this Agreement or other such recorded information required to be kept confidential by law, in connection with the Services provided under this Agreement, shall be held confidential, and shall not be divulged without the written consent of either the patient or a person responsible for the patient, except as may otherwise be required by law. Such information may be disclosed in summary, statistical, or other form if the disclosure does not directly or indirectly identify particular individuals. This section survives termination or expiration of this Agreement.

19. HUMAN SUBJECTS

19.01 The Grantee agrees that prior to the initiation of research, the Grantee will submit to the SCAO's Institutional Review Board (IRB) application material for all research involving human subjects conducted in programs sponsored by the SCAO or in programs which receive funding from or through the State of Michigan, to a federally assured IRB, as well as to SCAO, for review and approval.

20. AUDITS

20.01 The Grantee must comply with the following requirements:

A. Single Audit

The Grantee that expends $750,000 or more in federal awards during their fiscal year must submit a Single Audit prepared in accordance with the Single Audit Act as amended, 31 USC Section 7501 *et seq*., the audit requirements found in 2 CFR 200.501, and the Uniform Administrative Requirements in 2 CFR Part 200. Grantee must also timely submit a Corrective Action Plan for any audit findings that impact SCAO-funded programs and a management letter with a response if applicable.

B. Audited Financial Statements

Grantees that expend less than $750,000 in federal awards during their fiscal year must submit audited financial statements to the SCAO within nine months after the end of the Grantee's fiscal year.

C. Due Date and Submission Information

The required audit and any other required submissions must be timely submitted to the required federal and state agencies. Unless the audit submission has been uploaded to the Michigan Department of Treasury website, the submissions must also be submitted to the SCAO within nine months after the end of the Grantee's fiscal year to:

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Michigan Supreme Court Finance Department
925 W. Ottawa Street.
Lansing, Michigan 48909-0634

D. Penalty

i. Delinquent Single Audit or Financial Statement Audit
If the Grantee does not submit the required Single Audit reporting package, management letter (if issued) with a response, and Corrective Action Plan; or the audited financial statement and management letter (if issued) with a response within nine months after the end of the Grantee's fiscal year and an extension has not been approved by the cognizant or oversight agency for audit, the SCAO may withhold from the current funding an amount equal to five percent of the audit year's grant funding (not to exceed $200,000) until the required filing is received by the SCAO. The SCAO may retain the amount withheld if the Grantee is more than 120 calendar days delinquent in meeting the filing requirements, and may terminate this Agreement if the Grantee is more than 20 calendar days delinquent, if an extension has not been approved by the cognizant or oversight agency for audit.

ii. Delinquent Audit Status Notification Letter
Failure to submit the Audit Status Notification Letter when required may result in withholding from the current funding an amount equal to one percent of the audit year's grant funding until the Audit Status Notification Letter is received.

E. Other Audits
The SCAO or federal agencies may also conduct or arrange for "agreed upon procedures" or additional audits to meet their needs.

F. Other Requirements
To the extent that additional requirements are adopted by law during the terms of this Agreement that impact the Agreement's terms, the Grantee agrees to abide by them.

21. SUBRECIPIENT MONITORING

21.01 The Grantee is solely responsible for monitoring its subrecipients and will submit copies of all executed subcontracts from subrecipients through WebGrants within 60 calendar days of the execution of this Agreement. Subcontracts should cover all personnel contained in the "contractual" line item within the grant budget. Each listed agency shall have its own subcontract signed by the Grantee and an employee of the subrecipient agency that is authorized to enter into legally binding contracts for the entity receiving funds. Failure to submit these documents to the SCAO within 60 calendar days may result in withholding future payment or other penalties, as determined by the SCAO.

21.02 Before any Services are rendered by subrecipients, the Grantee must obtain a written subcontract executed by all affected Parties.

21.03 The Grantee's subcontracts with subrecipients shall require the subrecipients to comply with all applicable terms of this Agreement, including all OHSP Grant Management Requirements (Attachment 2) incorporated into this Agreement. The Grantee shall provide all subcontractors with a copy of this Agreement and a copy of OHSP Grant Management Requirements (Attachment 2).

21.04 In the event of a conflict between provisions in this Agreement and subrecipients' subcontract provisions, this Agreement shall prevail, and this term shall be included by the Grantee in all subrecipient subcontracts. A conflict between this Agreement and the subrecipient's subcontract, however, shall not be deemed to exist where the subcontract requires the subrecipient to perform Services in less time than this Agreement affords the Grantee. The Grantee is solely responsible to the SCAO for any and all subcontracted Services and for any breaches caused by subrecipients.

21.05 Expenses must be reasonable and necessary. If detailed Expense information is not included as part of the application process, the Grantee must submit a request seeking approval once sufficient detail has been supplied.

22. SOFTWARE COMPLIANCE

22.01 The Grantee must ensure software compliance and compatibility with the SCAO's data system for Services provided including, but not limited to: stored data, databases and interfaces for the production of work products and reports. All required data under this Agreement shall be provided in an accurate and timely manner without interruption, failure, or errors due to the inaccuracy of the Grantee's business operations for processing date/time data.

23. NOTIFICATION OF CRIMINAL OR ADMINISTRATIVE INVESTIGATIONS

23.01 If the Grantee becomes aware of a criminal or administrative investigation or charge that directly or indirectly involves grant funds referenced in this Agreement, the Grantee shall immediately notify the SCAO that of the investigation or charge as provided in Section 38 of this Agreement.

24. INCREASES AND REDUCTIONS IN GRANT AMOUNT

24.01 When Grantee cannot spend some or all allocated grant funds, the funds should be reallocated to other courts who can spend them. This ensures that the courts can address as many of the communities' needs as possible. The Grantee acknowledges that its failure to spend, provide proof of expenditures, or request reimbursement of Grant Amount expenditures by the financial claims report due dates may trigger the reallocation process outlined in Section 24.05. Therefore, the Grantee agrees to provide all financial claims on the schedule outlined in Attachment 1. Failure of the Grantee to submit all financial claims by their due dates will jeopardize Grantee's grant funding and subject the Grantee to the procedures set forth in Section 24.05 below.

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24.02 Further, for each participant who is screened for or accepted into the grant program, the Grantee must enter data in compliance with the minimum standards established by the SCAO into the Drug Court Case Management Information System.

24.03 The SCAO will monitor Grantee's progress and expenditure of its Grant Amount. Grantee must use its best efforts to utilize the full amount of funds awarded.

24.04 If Grantee has made satisfactory progress towards utilization of its Grant Amount and SCAO or Grantee determines at any time during the Contract Term that Grantee could benefit from additional grant funds such that its Grant Amount should be increased, Grantee must submit a reallocation amendment request through Webgrants, stating the amount of additional grant funds needed, explaining how the additional amount was determined, and outlining the court's plan to utilize the additional amount, if awarded.

24.05 If at any time during the Contract term Grantee fails to demonstrate satisfactory progress towards utilization of its Grant Amount, as determined by SCAO in its sole discretion, SCAO will implement the following Grant review process:

A. SCAO will notify Grantee that it appears that Grantee is not making satisfactory progress toward spending its Grant Amount and will request an explanation from Grantee as to its lack of progress.

B. Grantee must, within 10 business days from the date of the notice, provide an explanation to SCAO for its lack of satisfactory progress and outline its plan for fully spending the Grant Amount during the Contract term, or if Grantee cannot fully spend the Grant Amount, Grantee must request a reduction in the Grant Amount which aligns with its plan. This information must be submitted by emailing a letter to Andrew Smith at smitha@courts.mi.gov. Failure to provide this information within the time specified by SCAO will result in a reduction in the Grant Amount based on the claims information already submitted by Grantee and using any other criteria SCAO determines to be relevant.

C. SCAO will determine whether the Grant Amount should remain as initially awarded, or be reduced and notify Grantee of the decision. Should the Grant Amount be reduced, Grantee will submit a budget revision in Webgrants by the date specified by SCAO showing how the reduced Grant Amount will be allocated for the remaining Contract Term.

D. For communications other than those made through Webgrants and as mentioned in Subsection 24.05(B), all notices will be sent as provided in Section 38 of this Agreement.

24.06 If at any time during the Contract Term Grantee determines on its own that it will not fully spend the entire Grant Amount during the Contract Term, the Grantee must submit a reallocation request to SCAO in Webgrants identifying how much of the Grant Amount the Grantee intends to spend during the Contract term, and how much the Grantee would like to return to SCAO.

24.07 Whether or not SCAO changes the Grant Amount through reduction or increase, the Grantee must fully comply with the reporting requirements found in Attachment 1, and the Grantee's obligations under the Agreement will remain in effect until Grantee fully complies.

24.08 Section 24 survives termination of this Agreement.

25. SUSPENSION OR TERMINATION OF CONTRACT

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25.01 In addition to the provisions set forth in Section 24, the SCAO and/or the Grantee may immediately reduce the project budget, or suspend or terminate this Agreement without further liability or penalty to the SCAO under any of the following circumstances:

A. If any of the terms of this Agreement are not adhered to by the Grantee/subrecipients.

B. If the Grantee proposes or implements substantial changes to the Scope of Services/Work such that, if originally submitted, the application would not have been selected for funding.

C. If the Grantee submits false certification or falsifies any other report or document required hereunder.

D. If the Grantee is charged with or convicted of any activity referenced in Section 23 of this Agreement during the term of this Agreement or any extension thereof.

E. If funding for this Agreement becomes unavailable to the SCAO due to appropriation, award, or budget shortfalls.

F. If the Grantee does not comply with a contract term, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.

G. If any report from Section 13 is at least 45 days late.

25.02 If the SCAO terminates this Agreement under Section 25, with the exception of termination stated in Section 25.01(E), the Grantee is not eligible for SCAO grant funding for two years. After the two-year period, the Grantee must verify in writing with SCAO that the Grantee has corrected the issues.

26. FINAL REPORTING UPON TERMINATION

26.01 Each party has the right to terminate this Agreement with or without cause subject to the conditions below. If the Grantee is the party attempting to terminate the Agreement, the Grantee must notify the SCAO in writing of such termination as provided in the notice provisions of this Agreement. The Grantee's obligations under the Agreement cannot be terminated by Grantee, however, until Grantee fulfills all of the grant reporting requirements under Attachment 1 as required by the terms of the grant and as otherwise directed by the SCAO. Grantee's obligations under the Agreement will not be terminated until Grantee has met all grant reporting requirements as determined by the SCAO.

26.02 If this Agreement is terminated, the SCAO will make payments to the Grantee for allowable reimbursable expenses not covered by previous payments or other state or federal programs if the costs are adequately documented and appropriately authorized. The Grantee shall immediately refund to the SCAO any funds not authorized for use and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenditures.

27. SEVERABILITY

27.01 If any provision of this Agreement or of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this Agreement.

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28. LIABILITY

28.01 The Grantee is responsible for Liabilities and Expenses that result from the Grantee's performance or nonperformance under this Agreement. This subsection does not waive governmental immunity as provided by law.

28.02 The Grantee warrants that, before entering into this Agreement, it is not subject to any liabilities or expenses that could interfere with performance under this Agreement.

28.03 The SCAO is not responsible for Liabilities and Expenses that result from the Grantee's or Grantees' agents' performance, nonperformance, or property.

28.04 If Grantee contracts with a private third party to carry out the Grantee's responsibilities under this Agreement, then in that contract Grantee will require the private third parties to indemnify SCAO and the Michigan Supreme Court ("MSC"), including their officers, and employees (the "SCAO, MSC and related entities") from any Liabilities that may be imposed upon, incurred by, or asserted against the SCAO, MSC and related entities arising from the acts or omissions of the private third-party under such contact. Any private third party who will not agree to such provisions may not be utilized by Grantee to perform services under this Agreement. This subsection does not waive governmental immunity as provided by law.

29. MICHIGAN LAW

29.01 This Agreement shall be subject to, and shall be enforced and construed under, the laws of Michigan.

30. DEBT TO STATE OF MICHIGAN

30.01 The Grantee covenants that it is not, and will not become, in arrears to the State of Michigan or any of its subdivisions upon contract, debt, or any other obligation to the State of Michigan or its subdivisions, including real property, personal property, and income taxes.

31. DISPUTES

31.01 The Grantee shall notify the SCAO in writing of the Grantee's intent to pursue a claim against the SCAO for breach of any term of this Agreement within 10 business days of discovery of the alleged breach as provided in Section 38 of this Agreement.

32. CONFLICT OF INTEREST

32.01 Because this Agreement involves federal grant funds and contracts with governmental entities, the SCAO and the Grantee are subject to the provisions of the federal Freedom of Information Act, found in 5 U.S.C. 552 *et seq.*, the Contracts of Public Servants with Public Entities Act, found in MCL 15.331 *et seq.*, and the Standards of Conduct for Public Officers and Employees Act, found in MCL 15.341 *et seq.* Further, the Grantee certifies that the Grantee presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with the performance of this Agreement.

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33. COMPLIANCE WITH APPLICABLE LAWS AND AGREEMENTS

33.01 The Grantee will comply with applicable federal and state laws, guidelines, rules, and regulations in carrying out the terms of this Agreement. The Grantee will also comply with all applicable general administrative requirements such as Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200 covering cost principles, grant/agreement principles, and audits in carrying out the terms of this Agreement, as well as the terms of the Agreement between the OHSP and the SCAO. The SCAO shall supply the Grantee with a copy of said Agreement.

34. AMENDMENTS

34.01 Except as provided in Subsections 24.05 and 34.02, the parties may amend this Agreement only in writing signed by both parties.

34.02 The SCAO and the Grantee must submit a budget/project amendment through WebGrants. An example of a budget amendment is the Grantee requesting to move money from one approved line item in the budget to another approved line item in the budget, and the SCAO approving the requested budget amendment. The SCAO and the Grantee must also notify the other party in WebGrants of any changes in project directors, program judges, agency contacts, financial officers, or authorizing officials, including changes in names, mailing addresses, e-mail addresses, and telephone numbers.

35. ENTIRE AGREEMENT

35.01 This Agreement contains the entire agreement between the parties. It does not include any other written or oral agreements, except the following:

A. Reporting requirements (see Attachment 1),
B. SCAO Grant Assurances (in WebGrants),
C. Allowable/disallowable expense list (in WebGrants),
D. Conditions on Expenses (in WebGrants),
E. Approved grant budget (in WebGrants), and
F. The OHSP Grant Management Requirements (see Attachment 2).

36. PROGRAM CERTIFICATION

36.01 Under Michigan law, approval and certification by the SCAO is required to begin or to continue the operation of an adult drug court, DWI sobriety court, hybrid DWI/drug court, veterans treatment court, or family dependency treatment court. Any of these programs that are not certified shall not perform any of the functions of that program type, including, but not limited to, receiving grant funding under the law and shall not be covered by this Agreement.

37. PROGRAM REVIEW OR CERTIFICATION SITE VISIT

37.01 The SCAO may review the Grantee's performance onsite. As part of the review, the SCAO may interview the program's team members, observe staff meetings and status review hearings, review case files, review data, and review financial records.

38. DELIVERY OF NOTICE

38.01 Unless otherwise specified in this Agreement, written notices and communications required under this Agreement shall be delivered in one of two forms to all individuals listed below: 1) by electronic mail or 2) by overnight delivery sent by a nationally recognized overnight delivery service to the following:

38.02 The Grantee's contact person is:
Mark Nelson
14B District Court
7200 S. Huron River Drive
Ypsilanti, MI 48197
nelsonm@washtenaw.org

38.03 The SCAO's contacts are:
Andrew Smith
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
SmithA@courts.mi.gov

and

Ryan Gamby
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
GambyR@courts.mi.gov

39. NONDISCRIMINATION

39.01 During the performance of this Agreement, the Grantee agrees:

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time.

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 2 herein.

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the OHSP, US DOT, or NHTSA.

d. That, in the event a Grantee fails to comply with any nondiscrimination provisions in this Agreement, the OHSP will have the right to impose such Agreement sanctions as it or the NHTSA determine are appropriate, including but not limited to withholding payments to the Grantee under the

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Agreement until the Grantee complies; and/or cancelling, terminating, or suspending this Agreement or a contract or funding agreement, in whole or in part.

40. GRANTEE'S AUTHORIZING OFFICIAL

40.01 The Grantee's "Authorizing Official" is the individual who signs this Agreement. The "Authorizing Official" is an official of the Grantee who has the legal authority to, is authorized to, and can legally sign contracts on behalf of the Grantee and bind the Grantee to the terms of the contracts, including this Agreement. The Authorizing Official may not be a judge or other state employee. By signing below, the Grantee and Grantee's Authorizing Official warrant that the Authorizing Official has the actual authority to sign the Agreement on behalf of the Grantee.

40.02 Only one person may sign this Agreement as the Grantee's Authorizing Official. The Grantee might have more than one individual who is authorized to enter into binding contracts for the Grantee that is receiving funds, or the Grantee's local rules might provide that multiple people must sign contracts. In either case, the Authorizing Official's signature on this Agreement represents the mutual agreement and acceptance of this Agreement by all persons who are authorized to enter into binding contracts for the Grantee.

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SIGNATURES OF PARTIES
OFFICE OF HIGHWAY SAFETY PLANNING GRANT
CONTRACT NUMBER: 32576

41. SIGNATURE OF PARTIES

41.01 This Agreement is not effective unless signed by both Parties.

41.02 The signatures on this Agreement are electronic through the DocuSign system.

41.03 The DocuSign system requires an agent of the Grantee to send this Agreement to the Grantee's Authorizing Official for the Authorizing Official's review and signature. Selecting the dropdown below confirms that the Agreement can be sent to the Grantee's Authorizing Official for signature.

contract is ready for Authorizing Official's signature.

41.04 The DocuSign system requires an agent of the SCAO to send this Agreement to the Deputy State Court Administrator for review and signature. Selecting the dropdown below confirms that the Agreement can be sent to the Deputy State Court Administrator for signature.

14B District Court **Hybrid DWI/Drug Court**	**State Court Administrative Office**
Brenda L. Stumbo | Heather Jarrell Rae Authorizing Official's Signature	SCAO Official's Signature
Brenda L. Stumbo | Heather Jarrell Rae Authorizing Official's Name	SCAO's Official Name
Supervisor | Clerk Authorizing Official's Title	SCAO Official's Title
Date Signed by Authorizing Official	Date Signed by SCAO Official

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Attachment 1

OFFICE OF HIGHWAY SAFETY PLANNING (OHSP) GRANT
FY 2024 REPORTING REQUIREMENTS
October 1, 2023, through September 30, 2024

PROGRAM REPORT DUE DATES	
January 10, 2024	Courts will be reporting on progress made during **October 1, 2023, through December 31, 2023.**
April 10, 2024	Courts will be reporting on progress made during **January 1, 2024, through March 31, 2024.**
July 10, 2024	Courts will be reporting on progress made during **April 1, 2024, through June 30, 2024.**
October 10, 2024	Courts will be reporting on progress made during **July 1, 2024, through September 30, 2024.**

PROGRAM INCOME REPORT DUE DATES	
January 10, 2024	Courts will be reporting on income collected **October 1, 2023, through December 31, 2023.**
April 10, 2024	Courts will be reporting on income collected **January 1, 2024, through March 31, 2024.**
July 10, 2024	Courts will be reporting on income collected **April 1, 2024, through June 30, 2024.**
October 10, 2024	Courts will be reporting on income collected **July 1, 2024, through September 30, 2024.**

FINANCIAL CLAIM REPORTS DUE DATES	
January 10, 2024	Courts will be reporting on expenditures from **October 1, 2023, through December 31, 2023.**
April 10, 2024	Courts will be reporting on expenditures from **January 1, 2024, through March 31, 2024.**
July 10, 2024	Courts will be reporting on expenditures from **April 1, 2024, through June 30, 2024.**
October 10, 2024*	Courts will be reporting on expenditures from **July 1, 2024, through September 30, 2024.**

PROGRAM INCOME VERIFICATION DUE DATE	
January 10, 2024	Courts will be verifying whether program income is collected.

EMPLOYEE TIME CERTIFICATION DUE DATES	
April 10, 2024	Courts will be reporting on employee time paid by the grant during the time period of **October 1, 2023, through March 31, 2024.**
October 10, 2024	Courts will be reporting on employee time paid by the grant during the time period of **July 1, 2024, through September 30, 2024.**

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DCCMIS USER AUDIT DUE DATE	
January 31, 2024	Courts will be confirming user access to DCCMIS.

WEBGRANTS USER AUDIT DUE DATE	
January 31, 2024	Courts will be confirming user access to WebGrants.

DCCMIS DATA EXCEPTION REPORT DUE DATES	
February 15, 2024	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of **October 1, 2023, through December 31, 2023**.
May 15, 2024	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of **January 1, 2024, through March 31, 2024.**
August 15, 2024	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of **April 1, 2024, through June 30, 2024.**
November 15, 2024	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of **July 1, 2024, through September 30, 2024**.

*When the due date of the fourth-quarter claim is on a weekend, the new due date will be the Thursday before that weekend.

Federal General Management Requirements (GMR)

1. All correspondence to the Office of Highway Safety Planning (OHSP) regarding this project shall include the project number, example: 2024-PT-09-00.

2. Each grant is required to have, at a minimum, three separate individuals responsible for grant management: one serving as an authorizing official, one as a project director, and one as a financial officer. A change in project director, agency contact, financial officer, authorizing official, addresses, email, or telephone numbers requires written notification to the OHSP. The project director will be responsible for also making these changes in the online grant management system.

3. The OHSP is required by the National Highway Traffic Safety Administration (NHSTA) to evaluate and document the risk for each entity applying for federal grant funds prior to making an award. The project director must register or annually update the registration in the online System for Award Management (SAM) to be eligible for federal and state grants. The OHSP will verify, within the SAM, there are no outstanding issues or concerns. Project directors must update their FY2024 online grant application with the new Unique Entity Identifier (UEI).

4. The OHSP may conduct a monitoring review of highway safety grants in accordance with Title 2 CFR 200, NHSTA regulations, and these GMRs to determine adherence to project objectives, to review financial procedures, and to ensure compliance with grant requirements. All grantees are expected to cooperate with all reasonable requests for information as part of the monitoring review process.

5. The grantees must take reasonable measures to safeguard protected, personally identifiable information. This information is based on what the NHTSA or the OHSP designate as sensitive, or that the sub-recipient considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality as prescribed under 2 CFR Part 200.303.

6. All project proposals, applications, and amendments are required to be entered in the online grant management system (Michigan Grants System — MGX). "Grantees" includes all sub-recipients, contractors, sub-grantees, or participants throughout this document.

7. The published information generated from this project must include the following disclosure statement:

This was prepared in cooperation with, and funding from, the Michigan Office of Highway Safety Planning and U.S. Department of Transportation, National Highway Traffic Safety Administration. The opinions, findings, and conclusions expressed are those of the author(s) and are not necessarily those of the Michigan Office of Highway Safety Planning or the U.S. Department of Transportation, National Highway Traffic Safety Administration.

NONDISCRIMINATION

The State highway safety agency will comply with all Federal statutes and implement regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

1. Title VI of the Civil Rights Act of 1964
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
3. Federal-Aid Highway Act of 1973, and Title IX of the Education Amendments of 1972
4. Section 504 of the Rehabilitation Act of 1973 and 49 CFR part 27.
5. The Age Discrimination Act of 1975
6. The Civil Rights Restoration Act of 1987
7. Titles II and III of the Americans with Disabilities Act and 49 CFR parts 37 and 38
8. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
9. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency and 70 FR at 74087 to 74100

The State highway safety agency—

a. Will take all measures necessary to ensure that all persons in the United States shall, comply with the above classes protected by Federal Nondiscrimination Authorities.

b. Will administer the program in a manner that reasonably ensures that any of its grantees receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance.

c. Agrees to comply with all applicable provisions of law governing the US DOT's or NHTSA's access to any documents conducted by any Federal Nondiscrimination Authority.

d. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance.

e. Insert in all contracts and funding agreements with other State grantee agrees —*(insert this clause, including paragraphs a through d, in every subcontract and in every solicitation which receives Federal funds under this program).*

f. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time,

g. Not to participate directly or indirectly in the discrimination prohibited by any Federal nondiscrimination law, as set forth in Appendix B of 49 CFR part 21 herein;

h. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT, or NHTSA.

i. That, in the event a grantee fails to comply with any nondiscrimination provisions in this funding agreement, the State highway safety agency will have the right to impose

sanctions including withholding payments to the grantee until they comply, and/or cancel, terminate, or suspend a funding agreement.

POLITICAL ACTIVITY (HATCH ACT)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal funds have been paid to any person for influencing/attempting to influence an employee of any agency, a Member or employee of Congress, in connection with the awarding/continuation of any Federal grant.

2. If any funds other than Federal appropriated funds have been paid/will be paid to any person for influencing/attempting to influence employee of any agency, a Member/employer of Congress, in connection with this grant the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying".

3. The undersigned shall require that the language of this certification be included in the award documents that person shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite into this transaction imposed by Section 1352, Title 31, U.S. Code.

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with the NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

1. By signing and submitting this proposal, the prospective primary grantee is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation this covered transaction. The grantee shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter this transaction. However, failure of the primary grantee to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the primary grantee knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The primary grantee shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the primary grantee learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR Part 180. You may contact the department or the OHSP to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The primary grantee agrees by submitting this proposal that, should the proposed project be entered into, it shall not debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the NHTSA.

7. The primary grantee further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.

8. A participant in a covered transaction may rely upon a certification of a grantee in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the list of Parties Excluded from Federal Procurement and Non-Procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. If a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend participants or take other remedies as appropriate.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS-PRIMARY COVERED TRANSACTIONS

1. The primary grantee certifies to the best of its knowledge and belief, that its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary grantee is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER PARTICIPANT CERTIFICATION (SUCH AS A SUPPLIER)

1. By signing and submitting this proposal, the lower tier grantee participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was established. If it is later determined that the lower tier grantee knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The lower tier grantee shall provide immediate written notice to the person to which this proposal is submitted if at any time, the lower tier grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms ***covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded***, as used in this clause, are defined in 2 CFR Parts 180 and 1300. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The lower tier grantee agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The lower tier grantee further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.

7. A grantee in a covered transaction may rely upon a certification of a grantee in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A grantee is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier grantees, each participant may but is not required to check the System for Award Management Exclusion's website.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a grantee in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

1. The lower tier grantee certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier grantee is unable to certify to any of the statements in this certification, such grantee shall attach an explanation to this proposal.

BUY AMERICA ACT

The State and each sub-recipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub-recipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The State and each sub-recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives on www.trafficsafety.org. The NHTSA website also provides information on statistics, campaigns, and program evaluations and references. All grantees are required to use a seat belt. See MCL 257.710e.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, government-owned, leased or rented vehicles, or privately-owned when on official government business or when performing any work on or behalf of the government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving. All grantees are not allowed to text while driving, except for an emergency. See MCL 257.602b.

PUBLIC INFORMATION AND EDUCATION REQUIREMENTS

1. All original electronic files including designs, concepts, photographs, video, and audio financed with grant funds shall be delivered to the OHSP by an agreed upon due date between the OHSP and the grantee (and all sub-recipients and contractors). The items will remain the property of the OHSP and shall not be subject to copyright protection by the vendor or their agents. Items will be submitted to the OHSP immediately after production of the item. The OHSP will hold the final grant reimbursement until all the above items have been submitted. The grantee (and all sub-recipients and contractors) shall not enter into an agreement that includes any time limits on rights for music, talent, artwork, or photographs. The grantee (and all sub-recipients and contractors) shall inform all vendors, subcontractors, or their agents of this requirement before authorizing work to be performed.

2. All printed public information and education materials and videos are required to contain logos as designated by the OHSP, which are available in electronic formats upon request. See printing requirements below for more details. Audio materials must include an OHSP tag line, (see State of Michigan Printing Requirements #3 below). All materials, including audio and video materials and scripts must be submitted for review and approval by the OHSP prior to production.

3. All businesses performing printing services must meet one of the following conditions: (a) bear the label of the branch of the allied printing trades council of the locality in which it is printed; (b) have on file 48 CFR Part 8, Subpart 8.4 with the secretary of state, a sworn statement indicating that work is performed; or (c) have a collective bargaining agreement in effect formed by an organization that is not in any way influenced or controlled by management. (Per State of Michigan Procurement Policy Manual-Revised 6/12/18-Section: 1.3.13-State Printing Act.)

4. All videos, print photography, or graphics shall depict drivers and passengers to be properly restrained by seat belts or child passenger safety devices unless the lack of restraints is for demonstration or educational purposes. Helmets and other protective equipment shall be depicted for motorcyclists, motorcycle passengers, and bicyclists.

5. Messaging costs which are of a public relations nature and designed in whole or in part to promote either an individual or an agency is prohibited and not eligible for reimbursement.

6. Closed Captioning: All DVDs must be closed captioned. This includes online videos.

   a. Printed publications must be available in audio files via the Michigan Braille and Talking Book Library. See ADA Guidance from the Department of Justice published March 2022.

7. Social Media Use and Approval: The creation of social media accounts such as Instagram, Snapchat, Tik Tok, and Twitter, etc. with federally funded grants and projects require prior approval from the OHSP before release to the public.

8. The purchase of program advertising space on TV, radio, magazines, newspapers, billboards, etc., may be approved on a case-by-case basis.

9. The following items require the prior approval of the OHSP program coordinator.

   a. flyers, posters, brochures
   b. training curriculum, excluding those developed by nationally approved agencies (i.e., the NHTSA, International Association of Chiefs of Police (IACP), etc.)
   c. annual reports
   d. newsletters

10. Funding requirement statement: The following byline shall be placed on all printed public information and education materials:

    "This material was prepared in cooperation with, and funding from, the Michigan Office of Highway Safety Planning and U.S. Department of Transportation, National Highway Traffic Safety Administration. The opinions, findings, and conclusions expressed are those of the author(s) and are not necessarily those of the Michigan Office of Highway Safety Planning or the U.S. Department of Transportation, National Highway Traffic Safety Administration."

11. The State of Michigan (SOM) prohibits use of the OHSP and/or MSP logos on non-SOM websites.

COPIES

1. The OHSP will require one electronic copy of any publication produced with traffic safety grant funds if print copies are not available or if the items are not distributed statewide, and it is not available online. The copy can be submitted via email, CD, or flash drive.

2. The OHSP will require one copy of any of the following produced with traffic safety grant funds if they are distributed statewide and are not available online. This copy is distributed throughout the SOM's library system:

   a. annual reports
   b. manuals, handbooks, and training materials
   c. news releases
   d. statistics

3. The OHSP will require two of any of the following produced with traffic safety grant funds if they are distributed statewide and are not available online. These copies are housed as part of the SOM's library system:

   a. posters
   b. brochures
   c. flyers

4. If the publication is available on a publicly accessible website, no printed copy is required. However, an email that includes a link to the document must be provided to the OHSP. The SOM's library system will then include it in its digital archive.

PROGRAM REQUIREMENTS

1. Progress reports are required to be submitted throughout the grant period. The due dates for progress reports are specified in the grant approval letter and must be submitted in the online

grant management system. Reports shall describe activities undertaken to accomplish each project goal, reason for non-activity if necessary, activities planned for the next quarter, and obstacles encountered or anticipated. Progress reports must be submitted and approved by the OHSP program coordinator for the OHSP to process financial reimbursement. For traffic safety enforcement projects, enforcement reports must also be submitted in the online grant management system for the OHSP to process and approve financial reimbursement.

2. The final progress report is due on the date stated in the grant approval letter and shall include a summary of all activities and accomplishments for the entire grant period. Include the following information in the project summary:

   a. A list of significant accomplishments or activities of this project that addressed the project objectives.
   b. If no activity took place, a report must be submitted stating as such and reasons why.
   c. If goals were not met, a statement must be provided on why the goal was not achieved.
   d. Explanation of impact that the project has had in the grantee's community or jurisdiction.

3. Out-of-state travel requires prior written approval by the OHSP Division Director. The OHSP Grantee Out-of-State Travel Request form, and appropriate support documentation, shall be submitted at least 30 days in advance of anticipated travel. Financial commitment (i.e., travel arrangements, conference fees, hotel reservations, etc.) shall not be made prior to the OHSP approval.

4. If a project amendment is required, the grantee shall contact the OHSP Program Coordinator for prior approval.

5. Grantees must have written, and established policies and procedures listed below, where applicable, as required by Title 2 Code of Federal Regulations 200 and were outlined elsewhere in these requirements. Shall meet the standards outlined in:

   a. Procurement 2 CFR 200.318 and 2 CFR 200.320
   b. Salary and Wages – 2 CFR 200.430
   c. Fringe Benefits – 2 CFR 200.431
   d. Travel – 2 CFR 200.474
   e. Internal Controls – 2 CFR 200.303
   f. Contracting 2 CFR 200.320 and 2 CFR 200.323
   g. Indirect Costs 2 CFR 200.414
   h. Conflict of Interest 2 CFR 200.112
   i. Accounting/Finance 2 CFR 200.302 and 2 CFR 200.400

6. For Overtime Traffic Enforcement Grants Only:

   a. The grantee shall verify all officers working the OHSP federally funded overtime have completed the Standardized Field Sobriety Testing (SFST) refresher course every three years. This does not apply to administrative staff hours billed to the grant.

   b. All law enforcement officers participating in an OHSP grant-funded traffic enforcement detail shall wear a properly fastened seat belt in accordance with state law. Officers found in violation of this requirement while working a grant-funded detail may be ineligible for funding reimbursement from the OHSP.

   c. Law enforcement agencies are encouraged to have a written vehicle pursuit policy in place.

   d. Traffic enforcement activity data shall be submitted to the OHSP within five days of the conclusion of the enforcement period if requested by the OHSP. Agencies shall use the enforcement report in the online grant management system, or a form provided by the OHSP.

   e. Only Michigan Commission on Law Enforcement Standards certified police officers shall be used on enforcement projects, unless it is for commercial motor vehicle enforcement which must be commercial motor vehicle enforcement officers.

   f. Grant funds **CANNOT** be used for activities such as response to calls for service, traffic control, property inspections, motorcades, or dignitary protection. The OHSP grant funds can only be used for activities approved in the grant.

   g. Emergency response: A law enforcement emergency is defined as an imminent threat to life or property. If a law enforcement emergency occurs during a grant-funded detail and response is required by an officer(s) working that detail:

      - The officer is allowed up to one hour of grant-time to respond and return to the traffic enforcement patrol.
      - The agency must incur the costs (i.e. the grant cannot be charged) beyond an hour or for additional emergencies that arise during the detail.
      - Response to non-emergency calls while on grant time must be charged to the agency.
      - All emergency responses must be documented with a brief description on the officer daily.

   h. Traffic enforcement shifts shall be scheduled for a minimum of two consecutive hours.

   i. Traffic enforcement efforts shall be promoted to the community:

      - As applicable, the grantee shall assist the OHSP with media events that will be conducted locally.
      - Banners or other signage provided by the OHSP shall be displayed during the enforcement period.
      - Traffic safety messages provided by the OHSP shall be posted on social media.

   j. The grantee and the chief or sheriff or post commander from each participating agency will sign the OHSP GMRs Acknowledgement and Agreement form signifying receipt of the GMRs and their agreement to comply with them as part of the online grant application process.

   k. The grantee must keep track of funds spent. In some cases, multiple funding sources are assigned to law enforcement grants. In these situations, the grantee must assign, document, and monitor expenditures to each designated funding source separately. Separate accounts must be established for each funding source. Each grant and federal funding sources may not be used interchangeably. In the event the grantee overspends, the difference will need to be covered by the grantee. Additional funding will not be provided to support overspending of any federal program.

l. Law enforcement agencies receiving funding for overtime traffic enforcement cannot offer comp time in lieu of overtime pay.

m. A daily activity log with a listing of activities performed must be completed for all time requested for reimbursement. It must include the following information in the body of the document to be acceptable documentation: The start time of the grant-funded enforcement detail, A brief description of every stop, and the end time of the grant-funded detail. All grant time must be accounted for and documented at a minimum of every hour, regardless of whether a traffic stop is made. This includes time spent on traffic stops, arrest, transporting and lodging of arrested subjects, report writing, serving as "zone spotters,"

n. Total personnel hours billed to the grant reported on the enforcement reports must match the hours requested for reimbursement on the financial report.

o. The time on the daily must match the hours requested for reimbursement and supervisor approval must be documented electronically or in writing: If supervisor approval is given by means other than a signature on the daily, explanation of the approval process must be provided at the OHSP's request and kept as grant documentation records.

GENERAL FINANCIAL REQUIREMENTS

Compliance with the Federal Funding Accountability and Transparency Act (FFATA) of 2006 is required. Signed into law on September 26, 2006, the Federal Funding Accountability Act provides the public with a single, searchable database of federal awards. The OHSP is responsible for reporting data into the FFATA database for each NHTSA award that equals or exceeds $25,000. The FFATA reporting procedure also requires each grantee agency is to maintain current registration in the federal SAM at https://www.sam.gov/ and obtain their Unique Entity Identifier (UEI) in FY2024.

The following are financial requirements for the grantees.

1. Only program activities and expenses detailed in the approved grant budget and incurred during the grant period are eligible for reimbursement. Expenses incurred that are not detailed in the approved grant budget or outside of the grant period will not be reimbursed. **Costs cannot EXCEED the approved grant award.**
2. Goods purchased through the grant shall be received in acceptable condition. If goods are not received in acceptable condition within 30 days prior to the grant ending date, the grantee shall contact the OHSP program coordinator.
3. The grantee shall use generally accepted accounting principles.
4. Costs charged to this grant cannot be charged to any other program.
5. All costs shall be actual and supported by source documentation. Financial reimbursement will be delayed until all backup documentation is received by the OHSP. A document entitled "Acceptable Backup Documentation for Federal Cost Claims" is available from the OHSP to assist with identifying adequate backup documentation.
6. A separate account or fund must be established for this project. A separate account is required to be maintained by all agencies receiving grant funds from the OHSP regardless of the dollar amount. In addition, the grantee receiving funds from the OHSP for multiple grant projects must have a separate account for each grant project and funding type. It is the responsibility of the lead agency to ensure all sub-agencies meet this requirement. The general ledgers of the sub-agencies are not required to be submitted with requests for payment unless specifically requested by the OHSP.
7. Costs reported on the final Financial Status Report (FSR) must match the agency's separate account or fund that has been established for this project inside the agency's accounting system.
   - **Financial documents must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award.**
8. Comingling of funds on either a program-by-program or project-by-project basis is prohibited. The grantee's accounting system must maintain a clear audit trail for each source of funding for each fiscal budget period and include the following:
   a. Separate accountability of receipts, expenditures, disbursements and balances.
   b. Itemized records supporting all grant receipts, expenditures, and match contributions in sufficient detail to show exact nature of activity.
   c. Data and information for each expenditure and match contribution with proper reference to be a supporting voucher or bill properly approved.
   d. Maintenance of payroll authorization and vouchers.
   e. Maintenance of records supporting charges of fringe benefits.
   f. Maintenance of inventory records for equipment purchased, rented, and donated.
   g. Maintenance of billing records for consumable supplies (i.e., paper, printing) purchased.
   h. Provisions for payment by check.
   i. Maintenance of travel records (i.e., mileage logs, parking, hotels, meal receipts).
   j. Lease agreements, contracted services, and equipment purchases that adhere to established procurement processes.
9. Costs must be net of all applicable credits such as purchase discounts, rebates or adjustments of overpayments, or erroneous charges.
10. The following deviations from the approved budget require PRIOR approval from the OHSP. Once approved, appropriate amendments will need to be made to the grant agreement in the MGX.
    a. A specific item of cost not included in the approved budget.
    b. An increase in the number of a specific item over and above the total authorized.
    c. A transfer between major budget categories in excess of 10 percent of the budget category title being increased. (Personnel Costs, Contractual Services, Supplies & Operating Costs, Equipment, and Indirect – not the individual budget line-item titles.)
11. Procurement Methods
    a. Competition: The grantee shall conduct all procurement and contractual transactions, without regard to dollar value, to provide maximum, open, and free competition. Maximum, open, and free competition shall be assured through the distribution of an adequate number of proposal solicitations.
    b. Small Purchase Procedures: Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than $25,000 in total. If small purchase procedures are used, price or rate quotations must be obtained from at least three (3) Buy America Act qualified sources.
    c. The grantees shall follow their competitive bid process providing it is at least as restrictive as the process required by the Title 2 Code of Federal Regulations 200.320, the State of Michigan and complies with the Buy America Act. (A copy of the State of Michigan procurement policy is available upon request.) The grantee agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed, in whole or in part, with funds provided under this agreement. The grantee must document that multiple bid were sought in a competitive bidding process. When two or more responses were not received, the grantee shall indicate the selected bid was the only response.
    d. No employee or agent of the grantee shall participate supported by Federal funds if a conflict of interest, real or apparent, would be involved.
    e. A copy of the sub-recipient's established procurement procedures must be readily available for audit purposes upon request from the OHSP. Records must sufficiently detail the procurement history for all purchases and should detail the rationale for the method of procurement and selection of contract type, written selection procedures, documented reasons

for rejections, and the basis for the contract price.

12. Documentation for costs shall be maintained for three years following final reimbursement.

13. Any program income received shall be used exclusively to further traffic safety project activities. Program income is defined as gross income earned by the prospective primary participant from grant supported activities. Some examples are proceeds from the sale of items purchased or developed with grant funds, or revenue received from attendees at trainings or conferences paid for with grant funds. Program income must be netted against costs incurred within the grant or returned to the OHSP, unless prior permission is obtained from the OHSP to use the funds for other traffic safety projects. Contact the OHSP for further information.

14. Local Match: non-federal, in-kind costs that the grantee contributes to the grant project. The FAST Act 405(h) Nonmotorized Safety grant funds and the 2024 BIL 405(g) Nonmotorized Safety grant funds require a minimum 20 percent local match for the entire grant project cost. Local match costs must be supported with documentation. With prior approval from the OHSP, program income may be used to meet the cost sharing or matching requirement of the Federal award. For additional information on local match or "cost sharing" please reference 2 CFR 200.306.

15. General Cost of Business (formerly referred to as Supplanting): The replacement of routine and/or existing expenditures with the use of state or federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of a state or local agency or other grantee is general cost of business and is not allowable.

    The grantees shall not use grant funds to replace state or local funds, or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the grantee must stop charging the grant for the new position. Upon filling the vacancy, the grantee may resume charging the grant position.

    The Financial Officer or Authorizing Official's straight time costs may not be funded under this grant.

16. All other financial management requirements as listed in Title 2 Code of Federal Regulations 200.302 (Financial Management).

COST REIMBURSEMENT

1. All OHSP projects are based on the cost reimbursement concept; i.e., state, local, or private funds shall be expended before reimbursement is provided.

2. Reimbursement is based on submission and approval of progress, enforcement, and financial reports. All requested information should be submitted electronically through the online grant management system MGX. Otherwise backup information may be submitted via US mail, by fax, or by email. A financial report submitted to the OHSP by the grantee shall contain the following to be considered complete:

    a. Electronic signatures for the agency's Financial Officer, Project Director, Authorizing Official, or employee(s).

    b. A copy of a report for the current period generated by the grantee's official accounting system which shows a description of the item and the actual amount spent. Some examples of acceptable reports include a detailed general ledger, a transaction ledger, a payroll journal, or a detailed budget/expenditure report. The report must match the amount being requested for reimbursement.

    c. For enforcement grants: Officer names, dates, and amounts paid for each agency participating in grant funded patrols;

    d. For non-enforcement grants with personnel costs: Activity logs as described in "Personnel Costs" under "Budget Cost Category Requirements."

    e. Copies of invoices must be included.

    f. Additional documentation as requested by the OHSP.

3. Financial reports are due, at a minimum, on a quarterly basis. Financial report due dates are specified in the grant approval letter. Financial reports must be submitted even when the project experiences no costs. In this case, a "zero" financial report shall be submitted. The submission of financial reports is mandatory, and non-compliance can result in termination of the grant. Financial reports will be considered delinquent if not submitted by the due dates specified in the grant approval letter.

4. The Project Director shall ensure that financial reports are submitted in compliance with reporting deadlines. If the financial report is submitted electronically without backup documentation, the financial report is not considered submitted and the grantee will receive a delinquent letter stating the same.

5. A delay in submitting support documentation may result in the suspension of all grant activity.

6. Failure to submit cost statements with adequate supporting documentation prior to the fiscal year close out deadline will result in non-reimbursement of those costs. Costs from one fiscal year cannot be paid in a subsequent fiscal year.

AUDIT REQUIREMENTS

This section applies to grantees designated as sub-recipients by the OHSP.

1. Required Audit or Audit Exemption Notice. Grantees must submit to the OHSP either a Single Audit, Financial Related Audit, or Audit Exemption Notice as described below. A Financial Related Audit is applicable to for-profit and not for profit grantees that are designated as sub-recipients. If submitting a Single Audit or Financial Related Audit, grantees must provide explanations in writing for any audit findings that impact the OHSP-funded programs submit a Corrective Action Plan to address each finding on how they will correct the issues.

    a. Single Audit. Grantees, sub-recipients, and contractors that are a state, county/local government, or non-profit or not for-profit organization that expend $750,000 or more in federal awards during the grantee's, sub-recipient's, and contractor's fiscal year, must submit a Single Audit to the OHSP, regardless of the amount of funding received from the OHSP. The Single Audit must comply with the requirements of Title 2 Code of Federal Regulations, Subpart F. The Single Audit reporting package must include all components described in Title 2 Code of Federal Regulations, Section 200.512(c).

    b. Financial Related Aid. Grantees that are for-profit organizations that expend $750,000 or more in federal awards during the grantee's fiscal year must submit either a financial related audit prepared in accordance with Government Auditing Standards relating to all federal awards; or an audit that meets the requirements contained in Title 2 Code of Federal Regulations, Subpart F, if required by the federal awarding agency.

    c. Audit Exemption Notice. Grantees exempt from the Single Audit and Financial Related Audit requirements (a. and b. above) must submit an Audit Exemption Notice that certified these exemptions.

2. Financial Statement Audit
Grantees exempt from the Single Audit and Financial Related Audit requirements (that are required to submit an Audit Exemption Notice as described above) must also submit to the OHSP a Financial Statement Audit prepared in accordance with generally accepted auditing standards if the audit includes disclosures that may negatively impact the OHSP-funded programs including, but not limited to fraud, ongoing concern uncertainties, financial statement misstatements, and violations of contract and grant provisions. If submitting a Financial Statement Audit, grantees must also submit a corrective action plan for any audit findings that impact the OHSP-funded programs.

3. Other Audits. The OHSP or federal agencies may also conduct or arrange for "agreed upon procedures" or additional audits to meet their needs.

BUDGET COST CATEGORY REQUIREMENTS

(Refer to the following for specific requirements of budget cost categories. Only requirements for cost categories contained within your approved grant budget apply.)

PERSONNEL COSTS

1. Includes itemized monthly or hourly salary rate. Fringe benefits are included under personnel costs.

2. Payments for salaries and wages shall be supported by a time and attendance report based on an after-the-fact distribution of time, which shows details of the activities performed. All time and attendance reports must be signed by the employee and supervisor. Electronic signatures are accepted.

3. Federal guidelines prohibit using federal grant funds to pay for routine and/or existing state or local expenditures.

4. If the grant contains personnel services as part of the award, a job description for each position listed in the budget must be available to the OHSP upon request.

For enforcement grants (grantee) – See program requirements Section 5.

For non-enforcement grants – The grantees must maintain activity logs which document the actual amount of time spent on the grant project and describe the nature of the activities performed. If the grant is funded from multiple sources, the logs must show the activity by fund source. This documentation must be submitted with the financial reimbursement request.

5. Reimbursement for wages and fringe benefits shall be based on actual costs NOT budgeted rates. Only those fringe benefit costs that increase because of hours worked on this project can be claimed for reimbursement. For overtime wages, those costs typically include FICA, workers comp, and retirement, but if any of these costs are structured so that they do not increase with overtime, they cannot be reimbursed. For straight-time grant-funded positions, all fringe benefits associated with the position may be claimed to the extent that the position has been approved for reimbursement (e.g., if 50 percent of the position is grant funded, 50 percent of the fringes benefits can be claimed.) Fringe benefit rates must be reasonable and in accordance with federal cost principles.

6. The rate of pay for grant-funded enforcement shall be determined according to the grantee's contract or employment agreement. Overtime rates must be applied consistently to all activities of an agency – higher rates may not be established just for federal grants.

7. Agencies shall comply with all state labor laws.

CONTRACTUAL SERVICES

The grantee must have a written and established contracting policy that it will utilize when engaging in contracting services. At a minimum this policy should include cost or price analysis, bid vs buy decision process, bid acquisition methods, and contractor monitoring. The contracting policy should follow Title 2 Code of Federal Regulations part 200.318, 200.321, 200.323, 200.326, 200.330, and Appendix II to Part 200.

Contractual services are services of individual consultants or consulting firms engaged in performing special services pertinent to highway safety. Contracts are allowable when necessary, to achieve the goals of the grant agreement. Costs are allowable for products, highway safety consultants, personal services, and/or individuals for support services, provided applicable state and local procurement procedures are followed and documentation is available that describes the official contract and procurement practices. Contracts and procurements must include "special provisions" as provided by the OHSP. The grantee is responsible for verifying contractor eligibility by checking the national List of Parties Excluded from Federal Procurement and Non-Procurement Programs list available at www.govinfo.gov or adding a self-certification clause or condition to the contract.

All grantees awarding contracts or sub-contracts shall comply with the terms and conditions of Title 49 Code of Federal Regulations, Part 18-Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments, §18.36 Procurement. A signed copy of the contract, including the fully listed federal certifications and assurances, shall be submitted to the OHSP upon completion and is required for processing and approval of financial reimbursement requests.

The grantee awarding is responsible for managing all contracts issued using the OHSP grant funds including:

a. Ensuring the contractor complies with all contract provisions.
b. Ensuring services are performed according to the quality, quantity, objectives, timeframes, and manner specified in the contract.
c. Ensuring that all work is completed and accepted before the contract expires.
d. Assessing and requesting amendments, renewals or new contracts as required allowing sufficient time to process and execute these changes before the contract expires to prevent lapse in service.
e. Ensuring that contracts are amended after any grant agreement amendment that affects the contract terms.
f. Reviewing and approving invoices for payment, ensuring payments are made in accordance with contract terms, all costs are budgeted and allowable, and work has been performed.
g. Monitoring contract expenditures to ensure there are sufficient funds to pay for all services rendered as required by the contract.
h. Verifying all requirements of the contract are fulfilled before submitting the final invoice.
i. Ensuring that all Personnel Activity log requirements are met.

SPECIAL PROVISIONS

The grantee awarding must insert in all contracts and funding agreements the following clause:

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
(Insert this clause, including paragraphs a through i in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this program.)

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time.

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 2 herein.

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the OHSP, US DOT, or NHTSA.

d. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the OHSP will have the right to impose such contract/agreement sanctions as it or the NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or canceling, terminating, or suspending a contract or funding agreement, in whole or in part.

OPERATING COSTS

1. Only eligible operating costs specifically listed in the approved grant budget will be reimbursed. These are costs not covered under other budget categories, including services not requiring contractual agreements and minor equipment such as office supplies, printing, and educational materials.

2. Automotive expenses submitted shall be based on actual costs incurred. In most cases, this will be calculated by multiplying actual miles driven times a mileage rate. The rate will be determined when the grant is approved but will generally be the Internal Revenue Service (IRS) business mileage rate. With prior approval, reimbursement may be allowed based on the actual costs incurred for gasoline, maintenance, insurance, and other vehicle expenses.

3. Postage, telephone, and grant-related travel costs shall be documented by log or meter and submitted with the reimbursement request.

TRAVEL COSTS

Out-of-state travel funded by federal grant funds requires prior written approval by the OHSP Division Director. A written request shall be submitted on the form provided. Requests shall be submitted at least 30 days in advance of anticipated travel. Financial commitment (i.e., travel arrangements, conference fees, hotel reservations, etc.) shall not be made prior to the OHSP approval.

REIMBURSEMENT

The grantee will be reimbursed for travel cost (including mileage, meals, and lodging) budgeted and incurred related to services provided under this agreement. The grantee will have established and follow documented Travel Policies.

1. Reimbursements for travel (meals, lodging, mileage, etc.) cannot exceed the lesser of the grantee's published travel rates or the allowable State of Michigan travel rates. Exceptions require the OHSP approval during the grant application process. Grantees requesting an exception will attach their organization's travel policy when the first grant draft is submitted. The policy must be applicable to all organization travel. Policies will be reviewed by the OHSP fiscal manager for approval and cannot exceed the current federal travel reimbursement rates.

2. SOM travel rates may be found at the following website: https://www.michigan.gov/dtmb/services/travel

EQUIPMENT (INCLUDES SOFTWARE)

Items purchased for direct use by an agency or contractor (rather than for public distribution) are categorized as equipment. Please reference the federal law definition at 23 CFR 1300.31. Equipment is closely tracked pertaining to both federal and state regulations based on value and usable life.

In 2016, the NHTSA released a memorandum clarifying equipment purchases for federal highway safety grant projects. Equipment is eligible for reimbursement as a direct expense chargeable to a specific project agreement, provided the equipment is needed to perform that project. A project for which equipment is needed must be based on identification of a specific safety problem in Michigan.

In other words, a project must first be established based on problem identification. If that project requires the use of equipment for its performance, the cost of that equipment may be reimbursed under the grant. No project may be created solely to purchase equipment. Fundamentally, the NHTSA-funded highway safety grants are for safety activities, and equipment serves a supporting role in accomplishing those activities through defined projects.

The OHSP maintains an equipment log to track equipment purchased with federal funds based on use and value. When an agency needs to dispose of equipment, the OHSP must be contacted immediately, and appropriate disposal policy must be followed. Specific attention must be given to disposal of equipment that is still within its useful life. Department of Technology, Management, and Budget's policy indicates a minimum useful life of 10 years and is valued at over $5,000.

1. Only eligible equipment specifically listed in the equipment section of the approved grant budget will be reimbursed. Equipment costs shall be reimbursed according to the match requirements as specified in the approved grant budget.

2. Equipment purchases shall be initiated within the time period specified in the approved grant. "Initiated" means bids were solicited, accepted, and items have been ordered. If there is a reason a grantee is unable to meet this requirement, the OHSP program coordinator shall be contacted immediately.

3. Equipment purchased through this grant shall be used only for highway safety activities throughout its useful life, whether the project or program continues to be supported by the Federal award.

4. Equipment with a cost of $5,000 or more shall be tracked by the grantee for inventory control purposes. In addition, the OHSP Equipment Record System Form with all applicable information completed shall be submitted with the prospective participant's or sub-recipient's reimbursement request. The grantee shall make the item available for physical review by the OHSP staff when requested.

5. All equipment purchases with the NHTSA funds shall comply with the Buy America Act requirements before costs will be reimbursed. Please refer to section eleven under the heading Grant Management Requirements for specific terms of the Buy America Act.

DIRECT COST ALLOCATION PRINCIPLES

If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work involved, the costs may be allocated or transferred to benefitted projects on any reasonable documented basis. Where the purchase of equipment or other capital asset is specifically authorized under a Federal award, the costs are assignable to the Federal award regardless of the use that may be made of the equipment or other capital asset involved when no longer needed for the purpose for which it was originally required.

DISPOSITION OF EQUIPMENT

1. If the equipment is to be disposed of or ceases to be used for highway safety activities the grantee is required to contact the OHSP prior to such disposition action. The OHSP reserves the right to follow 2 CFR 200.331(e) Disposition. This section gives the awarding agency the right to transfer the property to another grantee who could utilize the equipment for their grant related project. If no grantee can be found, the OHSP will contact the NHTSA for disposition instruction as the NHTSA could transfer the property to another state for utilization of the equipment. If the equipment is determined to have a Current Fair Market Value of $5,000 or more, the OHSP must contact the NHTSA for disposition instructions. If no response is provided within 120 days, the OHSP reserves the right to retain or transfer title of all items.

   If the equipment is then sold, the OHSP will deduct $500 or ten percent of the proceeds, whichever is less, for the selling and handling expenses. The OHSP will decide whether to share those proceeds with the grantee.

2. The OHSP may allow the holder of the equipment to retain title of the equipment and reimburse the federal or State share of the fair market value of such equipment. The Current Fair Market Value shall be determined as follows:

   a. Appraisal by an independent source with expertise in valuation of similar items is the preferred method of valuation for equipment.

   b. For vehicles, Kelley Blue Book, National Automobile Dealer Association (NADA) Guides, or a similar third-party vehicle valuation service, may be used when valuing the condition of the vehicle.

   c. If a fair market value based on appraisal or a third-party valuation service cannot be determined, the value may be based on IRS depreciation schedules. Only straight line depreciation may be used.

COLLECTION OF UNALLOWABLE COSTS

Payments made for costs determined to be unallowable by either the Federal awarding agency, cognizant agency for indirect costs, or pass-through entity, either as direct or indirect costs, must be refunded (including interest) to the Federal Government in accordance with instructions from the Federal agency that determined the costs are unallowable unless Federal statute or regulation directs otherwise. See also Subpart D—Post Federal Award Requirements of this part, and Part 200.300 Statutory and National Policy Requirements through 200.309 Period of Performance.

INDIRECT COSTS

Title 2 CFR 200 provides guidance on indirect cost as follows:
Section 200.414 Indirect (F&A) Cost (F): In addition to the procedures outlined in the appendices in paragraph (e) of this section, any non-Federal entity that has not negotiated an indirect cost rate, except for those non-Federal entities described in Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals, paragraph D.1.b, paragraph D.1.b, may elect to charge a de minimis rate of 10 percent of modified total direct costs (MTDC) which may be used indefinitely. As described in §200.403 factors affecting allowability of costs, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.

CONFLICT OF INTEREST AND CODE OF CONDUCT STANDARDS

1. The grantee is subject to the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended, and Title 2 Code of Federal Regulations Section 200.318 (c) (1) and (2), 2 CFR 1201.112.

2. The grantee must have established conflict of interest policies, in accordance with Title 2 Code of Federal Regulations Section 200.112.

3. The grantee will uphold high ethical standards and is prohibited from:

   a. Holding or acquiring an interest that would conflict with this agreement.
   b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this agreement.
   c. Attempting to influence or appearing to influence any state employee by the direct or indirect offer of anything of value; or,
   d. Paying or agreeing to pay any person, other than employees and consultants upon the award of this agreement.

TERMINATION

The OHSP retains the right to terminate a grant for failure to meet the grant management requirements or for not satisfying project goals or objects, which is to be decided by an OHSP management review. When a grant is terminated by the OHSP, the grantee shall not be eligible to seek grant funding for a period of two years. To obtain a grant after the two-year period, the grantee will be required to submit written assurance that the identified deficiencies have been corrected. Additionally, the agency may be required to submit monthly financial reports to allow for increased financial monitoring.

MANDATORY DISCLOSURES

1. Disclose to the Department in writing within 14 days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "proceeding") involving grantee, a subcontractor, or an officer or director of grantee or subcontract, or that arises during the term of this agreement including:

   a. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the agreement.
   b. A criminal proceeding;
   c. A proceeding under the Sarbanes-Oxley Act;
   d. A civil proceeding involving a claim that might reasonably be expected to adversely affect grantee's viability or financial stability; or
   e. A governmental or public entity's claim or written allegation of fraud;

2. Notify the OHSP, at least 90 calendar days before the effective date, of a change in grantee's ownership and/or executive management.

REFERENCES

Statutes

Highway Safety Act of 1966; U.S.C. Chapter 4

Rules

The rules which govern the Highway Safety Grant Programs is available at:
Part 1300 - Uniform procedures for state highway safety grant programs

Title 2: Grants and agreements Part 200 (2 CFR 200) Uniform administrative requirements, cost principles, and audit requirements for federal awards

Federal Electronic Code of Regulations

NHTSA allowable and unallowable costs

NHTSA Highway Safety Grants Program Resource Guide

Draft Application Signature Approval

Project Director Agreement*

Click here to affirm that you have read and agree to comply with the Grant Management Requirements.

Final Application Signature Approval

Authorized Official Agreement*

Click here to affirm that you have read and agree to comply with the Grant Management Requirements.

FACILITY USAGE AGREEMENT FOR

YPSILANTI NATIONAL LITTLE LEAGUE

This Agreement is made by and between the **YPSILANTI NATIONAL LITTLE LEAGUE,** herein referred to as **(YNLL),** and the **CHARTER TOWNSHIP OF YPSILANTI,** herein referred to as **(TWP.).**

WHEREAS, the **YNLL** is a Michigan non-profit organization organized to promote youth sports activities through the operation of its youth baseball and softball program; and

WHEREAS, the **TWP.** is the administrator of certain public amenities: and

WHEREAS, the **YNLL** and the **TWP.** desire to enter into this agreement with regard to the use of the Harris Park and the facilities contained therein by the **YNLL** and respective obligations of the parties regarding the use and maintenance of the facilities;

NOW, THEREFORE in consideration of the promises and the mutual covenants and obligations contained herein; the parties agree as follows:

I. TERM

This agreement shall be for a term of three years (3), beginning on the date of the execution hereof; provided that the proper paperwork in regard to yearly insurance documentation is provided by the **YNLL** to the **TWP.** by April 1 of each year of the term of this agreement.

II. OPTION TO RENEW

This agreement may be renewed at the option, but not the obligation, of the parties for an additional term, conditioned upon the following:

1. If not in violation of any obligation hereunder, the **YNLL** shall be given the option to renew this agreement for a like term upon conditions set forth by the **TWP.** If the **YNLL** should desire to renew this agreement it shall do so by giving written notice to the **TWP.** prior to September 1 of the year prior for which the extension is requested.

III. USE OF FACILITIES

1. During the period of April 1, 2024 through October 30, 2026, the **YNLL** shall have the preferred use of the **TWP.** ball fields #1 and #2 along with the concession stand at Harris Park, as assigned by the **TWP.**, for regular season play, league playoffs, make-up games, and practices. At any time the ball fields are not being used by the **YNLL,** the **TWP.** may assign such facilities for its own baseball and softball programs. It is understood that the **TWP.** programs and certain community events may be scheduled in advance of the release of the facilities to the **YNLL.**

2. **YNLL** understands that the **TWP.** staff has the authority to deny use of the fields if they are deemed unsafe to play on
3. The **TWP.** shall at all times have the right to inspect its facilities being used by the **YNLL** and all **YNLL** sponsored activities related to the use of such facilities.
4. If the **YNLL** should desire to use the **TWP.** fields, outside of the contracted use dates, for additional tournaments, tryouts or for special events, clinics or programs, the **YNLL** shall make a written request to the **TWP.** a minimum of fourteen days prior to the start of the event. Any and all additions, tournaments or special programs shall not be included in this agreement, but shall require a separate written agreement, as mentioned above, between both parties.

IV. OBLIGATIONS OF THE YNLL

The **YNLL** shall:

1. Provide to the **TWP.** the following information two weeks prior to the start of each season (when practices commence).
   A. Proof of insurance and indemnification naming the **CHARTER TOWNSHIP OF YPSILANTI** as an additional insured per the **TWP.** required language.
   B. A financial report of all expenditures and revenues from the previous year, including a balance sheet. This information shall be provided to the **TWP. CLERK'S OFFICE** by September 1 of each year.
   C. A list of current **YNLL** Officers and Board members, including home addresses, current phone numbers and email addresses (if applicable). The **TWP.** is to be notified of any and all changes within two weeks of appointments or changes.
   D. A listing of the total number of participants in the **YNLL** program, including the number of Ypsilanti Township residents who participate and the number of participants who reside outside of Ypsilanti Township.
   E. Execution of this agreement: The **YNLL** shall provide a copy of the official corporate resolution authorizing the **YNLL** President, or authorized designee, to execute this agreement on behalf of the **YNLL.**
2. Provide the following maintenance and repairs in a manner generally equal to the normal **YTRD** maintenance and repair of similar **TWP.** recreational facilities:
   A. Maintain all dugouts, backstops, fences and gates in a safe and secure condition.
   B. Maintain all turf areas on the fields and maintain turf areas outside the fields.
   C. Prepare diamonds for each game, including the lining and base placement.
   D. Maintain the batting cages.
   E. Operate and maintain any field irrigation system as well as the watering schedules of turf areas.
   F. Maintain the stocking of all paper towels and toilet tissue in the restroom facilities.
   G. Report any damages and/or vandalism found, or observed, on any structure or facility to the **TWP.** immediately (including graffiti). The safety of the park users must always remain the top priority.
3. Schedule an organizational meeting with the **TWP.** representatives in October of each year, prior to the upcoming season, so as to go over the plans for the upcoming season.

4. Pay all utility costs (water and electric) for the use of the associated facilities (field lights, concession stand, field irrigation system) during their use of the facilities.
5. Inclement weather: The **YNLL** will follow, at a minimum, the **TWP.** established policy for postponing or cancelling practices and games due to inclement weather or threat thereof.
6. The **YNLL** will not discriminate against any person or persons because of race, color, religion, sex, height, weight, marital status, disability or national origin.
7. Prior to the start of each season, the **YNLL** shall provide documentation that a criminal history background investigation was performed on each **YNLL** coach and assistant coach (that have been reviewed and accepted in accordance with their National Little League Charter) before being assigned to coach a team. Proof of background checks shall be provided to the **TWP.** three weeks prior to the start of each season (when practices commence).
8. No persons affiliated with the **YNLL** shall engage in any business at **TWP.** facilities or perform any activity that shall be in violation of any existing state or federal law or municipal ordinance. The **TWP.** reserves the right to exclude any individual or group from its facilities based on conduct, which it determines in its discretion to be objectionable or contrary to community interests. The **YNLL** hereby consents to the exercise of such authority by the **TWP.** over its members, officials and agents.
9. The **YNLL** shall comply with all rules, regulations and township ordinances as they pertain to the use of township parks and facilities.
10. Promote TWP. Recreation activities and scholarship through web, email, social media, flyers, and signage at fields.
11. Allow TWP. to have a booth at opening day.
12. Maintain all fields during the YNLL summer offseason.

V. OBLIGATIONS OF THE TWP.

The **TWP.** shall:

1. Provide the use of rooms at the community center for **YNLL** registration and **YNLL** Executive Board meetings. Room requests must be made a minimum of three weeks in advance by the designated, and approved, **YNLL** representative.
2. Help promote the **YNLL** through resources mutually agreed upon between the **YNLL** and the **TWP.**
3. Maintenance:
   A. Maintain all bleachers in a safe and secure condition.
   B. Remove all trash that has been deposited in trash receptacles as warranted (those receptacles that are located outside of the field of play).
   C. Maintain the structural integrity of the concession stand, restrooms, storage buildings, including the repair or replacement of damaged roofs, doors and windows.
   D. Maintain all common areas, including the parking lot, playground equipment, field lights and the turf areas outside of the ball field areas.
   E. Rent a dumpster and maintain it during the course of the season (contracted time period).
4. The TWP. Shall not offer competing leagues during the spring/fall seasons.

5. Maintain parking lot fencing on both sides of the parking area.

It is understood and agreed upon, that the **TWP.** obligations under this Agreement will be performed as soon as, and to the extent that, budgeted funds are available for performance of its obligations. If the **TWP.** is unable to fulfill its obligations due to budget restraints, it will not be obligated to the **YNLL** for any monetary damages.

VI. ASSIGNABILITY AND EXCLUSIVITY

This Agreement is a privilege for the benefit of the **YNLL** only, and may not be assigned in whole or in part by the **YNLL** to any other person or organization. Both parties understand that the **YNLL** use of the facilities is non-exclusive.

VII. INSURANCE AND INDEMNIFICATION

The **YNLL** shall at all times during the term of this Agreement maintain in effect general public liability insurance covering the **CHARTER TOWNSHIP OF YPSILANTI**. The Charter Township of Ypsilanti ***STRICTLY*** adheres to the insurance requirements. These insurance requirements shall not be waived for any reason. The minimum amount of the policy shall be $1,000,000 general liability per occurrence. Please read carefully the required insurance that must be obtained. The Charter Township of Ypsilanti shall be named as an additional insured on such policy and shall be entitled to at least a thirty day (30) day notice of cancellation or changes of any kind.

The wording on the policy ***MUST*** read:

"...The Charter Township of Ypsilanti and its past, present and future elected officials, trustees, appointed commissions and board, agents and employees shall be named as **"additional insured"** on the General Liability policy with respect to (event, dates, times and location).

This may require an addition to your current policy or an additional policy, either of which could result in extra cost from your insurance carrier.

The **YNLL** shall indemnify and hold harmless the Charter Township of Ypsilanti and its officers, agents and employees from and against any and all suits, actions or claims of any character, type or description, including all expenses of litigation, court costs and attorney's fees, brought or made for on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the act or failure to act of the **YNLL** or its agents, volunteers or employees in the use of the facilities arising out of obligations of the **YNLL** as set forth in this Agreement.

VIII. PARK AND FACILITY IMPROVEMENTS

1. All improvements to Harris Park and the facilities therein that the **YNLL** would like to make must have prior approval from the **TWP.** and the Ypsilanti Township Park Commission.
2. All improvements must adhere to all requirements set forth by the Ypsilanti Township Park Commission and the Community and Economic Development Department.

IX. SEVERANCE OF AGREEMENT

1. This agreement may be terminated by the **YNLL** upon a sixty (60) day written notification to the **TWP.** The **YNLL** agrees to complete any and all outstanding obligations due to the **TWP.**
2. In the event that the **YNLL** fails to fulfill the obligations of this Agreement and/or violates the terms of this Agreement, the **TWP.** may terminate the remainder of the Agreement upon a sixty (60) written notification to the **YNLL**. If the violation of this Agreement results in a health and safety issue to the users of the park and facilities, the **TWP.** reserves the right to sever this Agreement immediately without written notice.
3. In the event the **YNLL** dissolves or no longer desires to use Harris Park, including all facilities therein, all permanent park and facility improvements made by the **YNLL** shall remain in Harris Park and shall become the property of the Charter Township of Ypsilanti.

X. NOTICES

Unless otherwise provided herein, any notice, tender or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing or registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed as set forth, but each party may change its address by written notice in accordance with this section.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year set forth below,

YPSILANTI NATIONAL LITTLE LEAGUE

AUTHORIZED YNLL REPRESENTATIVE	**DATE**
WITNESS	**DATE**

CHARTER TOWNSHIP OF YPSILANTI

Brenda Stumbo	Nov. 22, 2023
BRENDA STUMBO, TOWNSHIP SUPERVISOR	**DATE**
Heather Jarrell Roe	Nov. 22, 2023
HEATHER JARRELL ROE, TOWNSHIP CLERK	**DATE**

PROFESSIONAL SERVICES CONTRACT
Project: Middle Huron Partnership

Agreement is made this sixth of November, 2023 by Ypsilanti Charter Township (Partner), whose address is 7200 S. Huron River Dr., Ypsilanti, MI 48197, and the Huron River Watershed Council (HRWC), whose address is 117 North First Street, Suite 100, Ann Arbor, Michigan, 48104.

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I – SCOPE OF SERVICES

HRWC will provide services as described in the Statement of Work (Middle Huron Partners Work Plan).

ARTICLE II – COMPENSATION

From January 1, 2024 through December 31, 2028, the Partner will pay HRWC an amount not to exceed $98,551 over the five-year life of the contract, payable in five annual installments. Each installment shall be payable within 30 days from the date of the invoice.

ARTICLE III – REPORTING OF CONSULTANT

Section 1 - HRWC is to coordinate activities with the Partner and will cooperate and confer with individuals as necessary to ensure satisfactory work.

Section 2 – When applicable, HRWC will submit quarterly reports to the Partner.

ARTICLE IV – TERM

This contract begins on January 1, 2024 and ends on December 31, 2028. Either party may, with or without cause, terminate this Agreement by giving the other party at least ninety (90) days advance written notice. The parties may, by written agreement, extend this Agreement for additional time periods.

ARTICLE V – PERSONNEL

The parties agree that HRWC is neither an employee nor an agent of the Partner for any purposes. It is the express intention of the parties that HRWC is an independent consultant and not an employee, agent, joint venture, or partner of the Partner. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between HRWC and the Partner. Both parties acknowledge that HRWC is not an employee under the laws or regulations of any government or governmental agency, including but not limited to, any federal, state, or local taxing authority.

ARTICLE VI – INSURANCE REQUIREMENTS

HRWC will maintain at its own expense during the term of this contract, the following insurance, proof of which will be submitted to the Partner upon request:

1. Worker's Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of $100,000 each accident for any employee.

2. Comprehensive/Commercial General Liability/Professional Liability Insurance with a combined single limit of $1,000,000 each occurrence for bodily injury and property damage.
3. HRWC will indemnify the Partner and its officers, employees and agents from all liability of any sort that may result from injury or death to any person or loss or damage to any property in the performance of any services funded in whole or in part under this Agreement.

ARTICLE VII – COMPLIANCE WITH LAWS AND REGULATIONS

HRWC will comply with all applicable federal, state, and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the American Disabilities Act.

ARTICLE VIII EQUAL EMPLOYMENT OPPORTUNITY

If HRWC hires one or more employees, as regular employees or through subcontract, HRWC will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of business).

HRWC will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

HRWC agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of HRWC, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion or political belief.

ARTICLE IX – ASSIGNS AND SUCCESSORS

This contract is binding on HRWC and the Partner, their successors and assigns. Neither HRWC nor the Partner will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE X – EQUAL ACCESS

HRWC shall provide the services set forth in the Statement of Work without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XI – OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public, other than those for which confidentiality is required, as jointly determined by HRWC and the Partner.

ARTICLE XII – CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by HRWC and the Partner will be incorporated into this contract by written amendments signed by both parties.

Ypsilanti Charter Township

By: Brenda L. Stumbo
Brenda Stumbo, (date) NOV. 22, 2023
Supervisor

By: Heather Jarrell Roe
Heather Jarrell Roe, (date) Nov. 22, 2023
Clerk

Huron River Watershed Council

By: Rebecca Esselman 11/6/2023
Rebecca Esselman, (date)
Executive Director

CHARTER TOWNSHIP OF YPSILANTI
2023 BUDGET AMENDMENT #16

November 21, 2023

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND

Total Increase $25,000.00

Request to increase the budget for Looking Good's additional mowing services for US 12, Glenwood field and Huron Street through year end. This will be funded by an appropriation of prior year fund balance.

Revenues:	**Prior Year Fund Balance**	**101-000-699-999**	**$25,000.00**
		Net Revenues	**$25,000.00**
Expenditures:	**Mowing Properties**	**101-729-961.001**	**$25,000.00**
		Net Expenditures	**$25,000.00**

236- 14B DISTRICT COURT FUND

Total Increase $25,000.00

Request to increase the 2024 Michigan Drug Court Grant revenue and expenditure lines for the first quarter period of the grant from October 1, 2023 to December 31, 2023.

Revenues:	**State Grant Revenue -Court Drug Grant**	**236-000-540.000**	**$5,000.00**
		Net Revenues	**$5,000.00**
Expenditures:	**Court Innovation Grant**	**236-286-802.100**	**$5,000.00**
		Net Expenditures	**$5,000.00**

Request to create new revenue and expenditure lines and budget for the 2024 OHSP Hybrid Court Grant to cover the first quarter period of the grant from October 1, 2023 to December 31, 2023.

Revenues:	**OHSP Hybrid Court Grant**	**236-000-542.000**	**$20,000.00**
		Net Revenues	**$20,000.00**
Expenditures:	**OHSP Hybrid Court Grant**	**236-286-802.150**	**$20,000.00**
		Net Expenditures	**$20,000.00**

Motion to Amend the 2023 Budget (#16)

Move to increase the General Fund budget by $25,000 to $23,624,606 and approve the department line item changes as outlined.

Move to increase the 14B District Court Fund budget by $25,000 to $1,753,473 and approve the department line item changes as outlined.

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

YPSILANTI TOWNSHIP
— WHERE YOUR FUTURE GROWS —

Accounting Department

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 544-4000 Ext 5
Fax: (734) 484-5154

STATEMENTS AND CHECKS

DECEMBER 5, 2023 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	$	236,994.17
HAND CHECKS -	$	595,079.86
CREDIT CARDS PURCHASES -	$	0.00
GRAND TOTAL -	**$**	**832,074.03**

CHECK NUMBERS 195228 - 195253

HAND CHECKS

Bank AP AP

Check Date	Check	Vendor Name	Amount	
11/17/2023	195228	COMCAST CABLE	50.18	
11/17/2023	195229	COMCAST CABLE	174.08	
11/17/2023	195230	DTE ENERGY	90,605.59	
11/17/2023	195231	DTE ENERGY	7,559.35	
11/17/2023	195232	VERIZON WIRELESS	4,694.72	
11/17/2023	195233	WASTE MANAGEMENT	227,886.44	
11/17/2023	195234	YPSILANTI COMMUNITY	1,944.99	
11/20/2023	195235	COMERICA BANK	576.09	V
11/20/2023	195236	COMERICA BANK	576.09	V
11/20/2023	195237	ROBERT KELCH	576.09	
11/28/2023	195238	BLUE CROSS BLUE SHIELD OF MI	197,096.86	
11/28/2023	195239	BLUE CROSS BLUE SHIELD OF MI	29,440.72	
11/28/2023	195240	CLEAR RATE COMMUNICATIONS, INC	262.74	
11/28/2023	195241	COMCAST BUSINESS	3,644.60	
11/28/2023	195242	COMCAST CABLE	147.57	
11/28/2023	195243	COMCAST CABLE	157.57	
11/28/2023	195244	COMCAST CABLE	139.95	
11/28/2023	195245	CONSTELLATION NEW ENERGY	2,763.72	
11/28/2023	195246	DELTA DENTAL PLAN OF MICHIGAN	13,124.27	
11/28/2023	195247	DTE ENERGY	3,805.05	
11/28/2023	195248	GUARDIAN ALARM	50.00	
11/28/2023	195249	STANDARD INSURANCE COMPANY	4,903.29	
11/28/2023	195250	STANDARD INSURANCE COMPANY	3,137.72	
11/28/2023	195251	TRANE U.S. INC	282.28	
11/28/2023	195252	WASTE MANAGEMENT	718.20	
11/28/2023	195253	WEX BANK	1,913.88	

AP TOTALS:

Total of 26 Checks:	596,232.04
Less 2 Void Checks:	1,152.18
Total of 24 Disbursements:	595,079.86

CHECK NUMBERS 195254 - 195349

A/P Checks

Check Date	Check	Vendor Name	Amount
Bank AP AP			
12/05/2023	195254	14-B DISTRICT COURT	6.00
12/05/2023	195255	A DESIGN LINE	907.88
12/05/2023	195256	AAA PARTS LLC	402.97
12/05/2023	195257	AG-PRO OHIO LLC	7,957.00
12/05/2023	195258	ALLGRAPHICS CORPORATION	978.45
12/05/2023	195259	AMAZON CAPITAL SERVICES	3,559.88
12/05/2023	195260	AMERIGAS - YPSILANTI	197.12
12/05/2023	195261	ANN ARBOR CLEANING SUPPLY	21.02
12/05/2023	195262	APPLIED INNOVATION	227.78
12/05/2023	195263	ASSOCIATED FENCE	25,000.00
12/05/2023	195264	AUTO VALUE YPSILANTI	192.00
12/05/2023	195265	B-BALL SKILLS LLC	328.00
12/05/2023	195266	BARR ENGINEERING COMPANY	4,532.22
12/05/2023	195267	BIANCO TOURS	2,020.00
12/05/2023	195268	BLUEALLY TECHNOLOGY SOLUTIONS	4,606.15
12/05/2023	195269	CAR TECH LLC	662.35
12/05/2023	195270	CARL ROWSEY	180.15
12/05/2023	195271	CHARTER TOWNSHIP OF SUPERIOR	40.82
12/05/2023	195272	CINTAS CORPORATION	523.16
12/05/2023	195273	CONTI	6,202.40
12/05/2023	195274	CONTRACTORS CONNECTION	525.85
12/05/2023	195275	CRYSTAL FLASH, INC.	823.78
12/05/2023	195276	CSI EMERGENCY APPARATUS, LLC	2,149.19
12/05/2023	195277	DANCE WITH ELEGANCE	1,450.40
12/05/2023	195278	DANIELLE FIELHAUER	31.50
12/05/2023	195279	DOHYOUN LEE	80.00
12/05/2023	195280	EASTERN OIL COMPANY	2,828.87
12/05/2023	195281	ELIJAH FRANKS	300.00
12/05/2023	195282	EMERGENT HEALTH PARTNERS	8,430.55
12/05/2023	195283	FIBER LINK	239.00
12/05/2023	195284	GARY STAFFORD	268.00
12/05/2023	195285	GOVERNMENTAL CONSULTANT SERVICES	3,401.79
12/05/2023	195286	GOVHR USA, LLC	3,900.00
12/05/2023	195287	GRAINGER	1,084.68
12/05/2023	195288	HOME DEPOT	455.06
12/05/2023	195289	HOME DEPOT USA INC	112.50
12/05/2023	195290	HOME DEPOT USA INC	52.50
12/05/2023	195291	I MADE A THING LLC	350.00
12/05/2023	195292	INFINITY FITNESS LLC	112.00
12/05/2023	195293	JOHN ROY LITTLE	125.00
12/05/2023	195294	JOSEPH STOUT	40.00
12/05/2023	195295	JUMP-A-RAMA	2,520.00
12/05/2023	195296	LAWRENCE HENDRICKS	210.00
12/05/2023	195297	LIAM LEITZINGER	40.00
12/05/2023	195298	LINDE GAS & EQUIPMENT INC	147.97
12/05/2023	195299	LOMBARDO HOMES OF MICHIGAN, LLC	5,986.00
12/05/2023	195300	LOMBARDO HOMES OF MICHIGAN, LLC	5,986.00
12/05/2023	195301	LOMBARDO HOMES OF SE MICHIGAN, LLC	4,338.00
12/05/2023	195302	LOMBARDO HOMES OF SE MICHIGAN, LLC	4,338.00
12/05/2023	195303	LOWE'S	591.20
12/05/2023	195304	MACQUEEN EMERGENCY GROUP	969.39
12/05/2023	195305	MELODY WOODS	126.00
12/05/2023	195306	MENARDS, INC.	170.92
12/05/2023	195307	MICHAEL SARANEN	63.58
12/05/2023	195308	MICHIGAN LINEN SERVICE, INC.	1,193.49
12/05/2023	195309	MLIVE MEDIA GROUP	4,711.40
12/05/2023	195310	MR. ROOF HOLDING CO LLC	105.00
12/05/2023	195311	OFFICE EXPRESS	107.68
12/05/2023	195312	OOMA, INC.	248.44
12/05/2023	195313	ORCHARD, HILTZ & MCCLIMENT INC	18,142.00
12/05/2023	195314	ORCHARD, HILTZ & MCCLIMENT*	4,318.57
12/05/2023	195315	ORKIN LLC	1,188.00
12/05/2023	195316	PEPSI BEVERAGES COMPANY	311.29
12/05/2023	195317	PPM LANDSCAPE CONTRACTORS INC	23,525.00
12/05/2023	195318	PREMIER SAFETY & SERVICE	600.00
12/05/2023	195319	R.J. THOMAS MANUFACTURING CO, INC.	9,050.25
12/05/2023	195320	RANDALL MASCHARKA	500.00
12/05/2023	195321	RANDAZZO MECH HEAT & COOL	92.25
12/05/2023	195322	RHETT REYES	2,225.25
12/05/2023	195323	ROBERT ACTON	850.00
12/05/2023	195324	SAM'S CLUB DIRECT	43.38
12/05/2023	195325	SHERWIN WILLIAMS COMPANY	39.28
12/05/2023	195326	SHIRLEY DUPREY	75.60
12/05/2023	195327	SHRADER TIRE & OIL	47.94
12/05/2023	195328	SITEONE LANDSCAPE SUPPLY, LLC	1,371.76
12/05/2023	195329	SMART BUSINESS SOURCE LLC	36.84
12/05/2023	195330	SPARTAN DISTRIBUTORS	1,205.91
12/05/2023	195331	STANDARD PRINTING	2,078.17

Check Date	Check	Vendor Name	Amount
12/05/2023	195332	STANTEC	18,262.54
12/05/2023	195333	STAPLES* - ACCOUNT #1026071	1,242.00
12/05/2023	195334	STEPHEN BROWN	1,700.00
12/05/2023	195335	TERMINIX PROCESSING CENTER	77.00
12/05/2023	195336	THERESE FOOTE	252.00
12/05/2023	195337	TRAVIS ERBY	112.00
12/05/2023	195338	UTILITIES INSTRUMENTATION SERV	1,296.00
12/05/2023	195339	VERIZON CONNECT FLEET USA	1,500.70
12/05/2023	195340	VERMEER OF MICHIGAN, INC.	4,069.34
12/05/2023	195341	VICTORY LANE	100.32
12/05/2023	195342	WASHTENAW AREA MUTUAL AID ASSOC.	4,000.00
12/05/2023	195343	WASHTENAW COUNTY LEGAL NEWS	80.00
12/05/2023	195344	WASHTENAW COUNTY ROAD COMMISSION	236.18
12/05/2023	195345	WASHTENAW COUNTY TREASURER#	5,000.00
12/05/2023	195346	WEINGARTZ	251.89
12/05/2023	195347	YAMAHA GOLF CARS PLUS	78.78
12/05/2023	195348	YPSILANTI ACE HARDWARE	142.18
12/05/2023	195349	YPSILANTI COMMUNITY	15,732.66

AP TOTALS:

Total of 96 Checks:	236,994.17
Less 0 Void Checks:	0.00
Total of 96 Disbursements:	236,994.17

ATTORNEY REPORT

GENERAL LEGAL UPDATE

NEW BUSINESS

Resolution Number 2023-24

YPSILANTI CHARTER TOWNSHIP
RESOLUTION FOR PAYMENT AND USE OF SURPLUS DRAIN FUNDS

WHEREAS, Section 283 of the Drain Code provides that the Water Resources Commissioner may enter into an agreement with a municipality for the maintenance and use of surplus construction funds if the municipality has been assessed for all or part of the cost of the drain project; and

WHEREAS, use of surplus construction funds held in an account by agreement may be used to pay of drain assessments to the Township or such surplus funds may be utilized to address drainage in the Township by Resolution from the Township; and

WHEREAS, the Municipality of Ypsilanti Charter Township is requesting that Washtenaw County Water Resources Commissioner use a portion of their surplus construction funds held in county drain fund #8863 for the purpose of building green stormwater infrastructure at the Community Center, Appleridge Park and Sugarbrook Park as part of a National Fish and Wildlife Foundation grant.

NOW THEREFORE BE IT RESOLVED that the Township requests and authorizes the Water Resources Commissioner apply twenty thousand dollars ($20,000.00) from fund #8853, Ypsilanti Township Special Maintenance Fund, toward the National Fish and Wildlife Foundation grant project.

BE IT FURTHER RESOLVED that the Clerk shall forward to the Water Resources Commissioner a copy of this Resolution.

Township Supervisor
Brenda L. Stumbo
Township Clerk
Heather Jarrell Roe
Township Treasurer
Stan Eldridge

YPSILANTI TOWNSHIP
— RESIDENTIAL SERVICES DEPARTMENT —

Trustees
Ryan Hunter
John Newman II
Gloria Peterson
Debbie Swanson

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: John Hines, Municipal Services Director

Date: November 29, 2023

RE: Request to approve resolution for use of surplus drain funds in the amount of $20,000 for green stormwater infrastructure at the Community Center, Appleridge Park, and Sugarbrook Park

The Residential Services Department is requesting authorization to approve the resolution for payment and use of surplus drain funds from the Water Resources Commission as it relates to the National Fish and Wildlife Foundation Grant.

The Washtenaw County Water Resources Commissioner wants to use a portion of the surplus construction funds in the amount of $20,000 for the purpose of installing rain gardens at Sugarbrook Park, the Community Center and the installation of Trees at Appleridge Park as part of this project. So far, the Water Resources Commission has installed the trees at Appleridge Park as of October 2023, and is planning to build rain gardens at Sugarbrook and the Community Center this upcoming spring.

Attached please find the resolution.

Thank you for your consideration.

John Hines
Municipal Services Director
jhines@ypsitownship.org

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

Residential Services Department

7200 S. Huron River Drive
Ypsilanti, MI 48197

ytown.org

November 1, 2021

Harry Sheehan
Deputy Water Resources Commissioner
705 N. Zeeb Road, P.O. Box 8645
Ann Arbor, MI 48107-8645

Subject: SE Michigan Resilience Fund – Ypsilanti Township Green Infrastructure

Dear Mr. Sheehan,

Ypsilanti Township supports Washtenaw County's Green Infrastructure grant proposal to the Southeast Michigan Resilience Fund. The proposal includes a rain garden at the Community Center parking lot and Sugarbrook Park, as ewll as trees at Appleridge Park.

In the past few years, we have partnered with the Water Resources Office to build rain gardens at Harris Road, the CommUnity Skatepark and Loonfeather Park. We are pleased to continue this collaboration with the with these two new gardens proposed.

Our ongoing commitment is to protect the Huron River and the local environment, build resilience to increased flooding and creating native gardens that beautify our community.

If awarded, Ypsilanti Township will contribute $20,000 towards construction, through resolution, to this effort and an ongoing commitment to long term maintenance of the gardens in this proposal. We recognize that the gardens will be maintained with expertise committed by the Township and Washtenaw County but that volunteers from the community will participate.

We look forward to partnering with you!

Respectfully,



Brenda Stumbo
Ypsilanti Township Supervisor

Township Supervisor
Brenda L. Stumbo
Township Clerk
Heather Jarrell Roe
Township Treasurer
Stan Eldridge

YPSILANTI TOWNSHIP
— WHERE YOUR FUTURE GROWS —

Trustees
John Newman II
Gloria Peterson
Debbie Swanson
Ryan Hunter

MEMORANDUM

To: Charter Township Board of Trustees

From: Stan Eldridge, Ypsilanti Township Treasurer
Mark Nelson, 14B District Court Magistrate

CC: Javonna Neal, Accounting Director

Date: November 29, 2023

RE: **Request authorization to approve the acceptance of a $5,000,000.00 Grant from the State of Michigan Department of Labor and Economic Opportunity for the security renovations at the 14B District Court.**

We requesting authorization to accept the Grant from the State of Michigan Department of Labor and Economic Opportunity in the amount of $5,000,000.00 to be used for the purpose of Security Enhancements, Public Safety, Accessibility and Efficiency of court operations throughout 14B District Court.

These improvements will keep both court employees and members of the public safe while they carry out their court activities. It will also help ensure that the process of going to 14B District Court is safe, consistent and easily followed.

Grant Attached

GRANT BETWEEN
THE STATE OF MICHIGAN
DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY
AND
TOWNSHIP OF YPSILANTI

GRANTEE/ADDRESS:

Magistrate Mark Nelson
14 B District Court
7200 S Huron River Dr
Ypsilanti, MI 48197
734-483-2330
nelsonm@washtenaw.org

GRANT ADMINISTRATOR/ADDRESS:

Jim Wilson
Michigan Department of Labor & Economic Opportunity
2501 Woodlake Circle
Okemos, MI 48864
wilsonj4@michigan.gov

GRANT PERIOD:

October 1, 2023 to September 30, 2026

TOTAL AUTHORIZED BUDGET: $5,000,000.00

Federal Contribution:	$
State Contribution:	$ 5,000,000.00
Local Contribution:	$
Other Contributions:	$

SIGMA Vendor I.D.: CV0048511

SIGMA Payment Address Code: 001

ACCOUNTING DETAIL: Accounting Template No.: 186PUB176SAFE

This is Grant # WASHTENAWCOURT24 between the Department of Labor and Economic Opportunity (Grantor), and Township of Ypsilanti (Grantee), subject to terms and conditions of this grant agreement (Agreement).

1.0 Statement of Purpose

To enhance security and to better protect those who work or enter 14B District Court in Ypsilanti, Michigan.

1.1 Statement of Work

The Grantee agrees to undertake, perform, and complete the following project:

The public purpose of this grant is to facilitate security enhancements, public safety, accessibility, and efficiency of court operations throughout 14B District Court. These improvements will keep both court employees and members of the public safe while they carry out their court activities. This will also help ensure that the process of going to 14B District Court is safe, consistent, and easily followed.

The Township of Ypsilanti Grant Application is included as Attachment A.

1.2 Detailed Budget

A. This Agreement does not commit the State of Michigan (State) or the Department of Labor and Economic Opportunity (LEO) to approve requests for additional funds at any time.

B. Attachment B is the Budget. The Grantee agrees that all funds shown in the Budget are to be spent as detailed in the Budget.

C. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment C, without the prior written consent of the Grant Administrator.

Changes in the Budget of less than 5% of the total line item amount do not require prior written approval, but Grantee must provide notice to the Grant Administrator.

Changes in the Budget equal to or greater than 5% of the total line item amount will be allowed only upon prior review and written approval by the Grant Administrator. A formal grant amendment must be signed by both the Grantor and Grantee.

1.3 Payment Schedule

The maximum amount of grant assistance offered is $5,000,000,00. Progress payments up to the Total Authorized Budget may be made upon submission of a Grantee request indicating grant funds received to date, project expenditures to date (supported with computer printouts of accounts, general ledger sheets, balance sheets, etc.), and objectives completed to date. Backup documentation such as computer printouts of accounts, ledger sheets, check copies, etc. shall be maintained for audit purposes in order to comply with this Agreement.

Public Act 279 of 1984 states that the state shall take all steps necessary to assure that payment for goods or services, is mailed within 45 days after receipt of the goods or services, a complete invoice for goods or services, or a complete contract for goods or services, whichever is later.

1.4 Monitoring and Reporting Program Performance

A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished.

B. Quarterly Reports. The Grantee shall submit to the Grant Administrator quarterly performance reports that (at a minimum) briefly present the following information:

1. Percent of completion of the project objectives. This should include a brief outline of the work accomplished during the reporting period and the work to be completed during the subsequent reporting period

2. Brief description of problems or delays, real or anticipated, which should be brought to the attention of the Grant Administrator.

3. An accounting of all funds expended by the recipient.

4. Statement concerning any significant deviation from previously agreed-upon Statement of Work.

5. The performance reports are due to the grant administrator no later than the 20th calendar day after the end of the calendar quarter. The final narrative report is due 15 days after the end of the grant period. In the event that the due date falls on a weekend or state government holiday, the report is due on the last business day prior to the due date.

PART II - GENERAL PROVISIONS

2.1 Project Changes

Grantee must obtain prior written approval for project changes from the Grant Administrator. **See Section 1.2, Detailed Budget.**

2.2 Delegation

Grantee may not delegate any of its obligations under the Grant without the prior written approval of the State. Grantee must notify the State at least 90 calendar days before the proposed delegation, provide a statement ensuring that no conflicts of interest or ethical concerns exist (as described in Section 3.4 – Conflict and Ethics), and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant Activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant Activities, compliance with the terms of this Grant, and the acts and omissions of the subgrantee. The State, in its sole discretion, may require the replacement of any subgrantee.

2.3 Project Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the Grantor. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The final determination shall be made by the Grant Administrator.

2.4 Share-in-savings

The Grantor expects to share in any cost savings realized by the Grantee. Therefore, final Grantee reimbursement will be based on actual expenditures. Exceptions to this requirement must be approved in writing by the Grant Administrator.

2.5 Order of Spending

Unless otherwise required, Grantee shall expend funds in the following order: (1) private or local funds, (2) federal funds, and (3) state funds. Grantee is responsible for securing any required matching funds from sources other than the State.

2.6 Purchase of Equipment

The purchase of equipment not specifically listed in the Budget, Attachment B, must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

2.7 Accounting

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

2.8 Records Maintenance, Inspection, Examination, and Audit

The State or its designee may audit Grantee to verify compliance with this Grant. Grantee must retain, and provide to the State or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant Activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Grant must be paid or refunded within 45 calendar days.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance ($750,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

2.9 Competitive Bidding

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

3.0 Liability

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the grant amount.

3.1 Safety

The Grantee, and all subgrantees are responsible for insuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

3.2 General Indemnification

Inasmuch as each party to this grant is a governmental entity of the State of Michigan, each party to this grant must seek its own legal representation and bear its own costs; including judgments, in any litigation which may arise from the performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

3.3 Termination

A. Termination for Cause

The State may terminate this Grant for cause, in whole or in part, if Grantee, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Grant will not be construed to mean that other breaches are not material.

If the State terminates this Grant under this Section, the State will issue a termination notice specifying whether Grantee must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Grantee was not in breach of the Grant, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Subsection B. Termination for Convenience.

The State will only pay for amounts due to Grantee for Grant Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the

Grantee for the State's reasonable costs in terminating this Grant. The Grantee must pay all reasonable costs incurred by the State in terminating this Grant for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Grant Activities from other sources.

B. Termination for Convenience

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Grant for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Grant Responsibilities.

3.4 Clawback

Notwithstanding anything to the contrary herein, the grant shall be subject to a recoupment or clawback allow the State at its discretion to recoup or otherwise collect any funds that are declined, unspent or otherwise misused.

3.5 Conflicts and Ethics

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

3.6 Non-Discrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.

3.7 Unfair Labor Practices

Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

3.8 Force Majeure

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees. If immediate performance is necessary to ensure public health and safety, the State may immediately Grant with a third party.

3.9 Website Incorporation

The State is not bound by any content on Grantee's website unless expressly incorporated directly into this Grant.

4.0 Certification Regarding Debarment

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

4.1 Illegal Influence

The Grantee certifies, to the best of his or her knowledge and belief that:

A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

4.2 Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be

resolved in Michigan Court of Claims. Grantee consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint agents in Michigan to receive service of process.

4.3 Compliance with Laws

Grantee must comply with all federal, state and local laws, rules and regulations. This includes monitoring and reporting provisions outlined in Public Act 166 of 2022, Section 1096 (Attachment D).

4.4 Disclosure of Litigation, or Other Proceeding

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subgrantee, or an officer or director of Grantee or subgrantee, that arises during the term of the Grant, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Grantee is required to possess in order to perform under this Grant.

4.5 Assignment

Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

4.6 Entire Grant and Modification

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant Activities. This Grant may not be amended except by signed agreement between the parties.

4.7 Grantee Relationship

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits and taxes of Grantee's employees and any subgrantees. Prior performance does not modify Grantee's status as an independent Grantee.

4.8 Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with this provision. The dispute will be referred to the parties' respective Grant Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to

avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Grant.

4.9 Severability

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

5.0 Waiver

Failure to enforce any provision of this Grant will not constitute a waiver.

5.1 Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

_____ _____

Gregory Rivet, Director of Administrative Services — Date
Department of Labor and Economic Opportunity
State of Michigan

_____ _____

Brenda Stumbo — Date
Supervisor
Charter Township of Ypsilanti

_____ _____

Heather Jarrell Roe — Date
Clerk
Charter Township of Ypsilanti

Key Information for Grantees

PA 119 of 2023, the FY24 Michigan budget, includes funding for special grants intended for a single recipient. The budget includes language (called boilerplate) that provides a description of the project as well as certain requirements that all projects must comply with. See next page for specific line items for which these guidelines apply. Boilerplate language is binding and all projects must comply with the rules and regulations contained in the language.

You can find the budget bill **here**. For transparency boilerplate language, see the following sections: EGLE - Sec. 245, General Government - Sec. 229, DHHS - Sec. 250, LEO - Sec. 308, DNR - Sec. 230, MSP - Sec. 236, MDOT - Sec. 220.

Important information to note:

- The attached application will be used to develop and execute a grant agreement between each grantee and the relevant department. Grantees should work with their Legislative Sponsor to return the following application form to the State Budget Office and the Department.
- All applications must be submitted and legislative sponsors identified no later than January 15, 2024 pursuant to boilerplate.
- Please ensure primary grant contact on the application is the fiduciary contact for the project.
- If the attached application is incomplete or missing information, grant processing may be delayed.
- To receive funds, all organizations must be registered in the State of Michigan SIGMA Vendor Self-Service (VSS) System. More information about registering for VSS can be found **here**.
- At the discretion of the department, an initial disbursement of 50% may be provided to the grantee upon execution of the grant agreement. (Defined terms and conditions are included in the grant agreement).
- After the initial 50% disbursement, additional funds will only be disbursed after verification that the initial payment has been fully expended, in accordance with the project purpose.
- There is no requirement to have match funds for the grant.
- The grant cannot be increased or deviated from the boilerplate language.
- Grant funds can only be used for expenditures that occur on or after the effective date of the appropriations act unless otherwise specified in department policy.
- Any questions that arise prior to submitting a grant application should be directed to the Grantee's Legislative Sponsor.
- Any questions that arise after submitting a grant application should be directed to the department.
- For timing and next steps, please review the attached process document.

Special Grant Process

This process flow is a general guideline; some projects will differ. Please feel free to contact us at any time if you have questions or concerns related to the process or the specifics of your grant.

1. • Appropriations Bill Signed.
2. • Special Grant application packet distributed to Legislative Offices by SBO.
3. • Legislative Offices complete legislative sponsorship letter and work with grantee to complete grant application and budget. Forms are returned to SBO and the department.
4. • Department reviews materials submitted by legislative sponsor/grantee and has 45 days to respond as to whether materials are sufficient or if additional information is needed.
5. • Once department has received completed materials from grantee/sponsor, department drafts grant agreement.
6. • **Grantee returns signed grant agreement**
   • Department countersigns grant agreement and sends out copies.
7. • **The purchasing document will be finalized**
   • Prior to this step the Grantee must be registered to receive EFT payments through VSS. No payments can be made without this step being completed.
8. • **Grant funds disbursed**
   • At the discretion of the department, initial grant funds will be disbursed after executed agreement and completed vendor registration.
9. • **Reporting**
   • Reporting must be submitted to the department in a manner determined by the department.
   • Instructions will be sent out.
   • A final report is due upon project completion or the end of the grant term.
10. • **Grant fully expended**
    • An acknowledgement email will be sent once all funds have been expended and all docuentation has been reviewed and approved.

Special Grant Application Form

Official Grantee: 14 B District Court

Grantee Full Address: 7200 S Huron River Dr, Ypsilanti, MI, 48197

Grantee Primary Contact: Magistrate Mark Nelson

Phone: 734-483-2330

Email: nelsonm@washtenaw.org

Appropriated Amount: $5,000,000

Legislative Sponsor: Rep Jimmie Wilson Jr

Legislative Sponsor: Sen. Sue Shink

Questions for Legislative Sponsor

1. Is the legislative sponsor and/or any family members of the legislative sponsor associated with this organization? (Ex: board member, employee, financial donor, etc.) No

If so, please explain:

2. Does this grant comply with the provisions of Article IV, §10 of the Michigan Constitution and PA 318 of 1968, MCL 15.301 to 15.310? Yes

Questions for Official Grantee

1. Please describe the public purpose of the project, demonstrating it is consistent with language authorizing grant in PA 119 of 2023.

The public purpose of this grant is to facilitate security enhancements, public safety, accessibility, and efficiency of court operations throughout 14B District Court. These improvements will keep both court employees and members of the public safe while they carry out their court activities. This will also help ensure that the process of going to 14B District Court is safe, consistent, and easily followed.

2. Fill out the anticipated dollar amount for each respective category of the budget, using **the excel budget form provided**. Please note the general administrative expense cannot exceed 10% of the grant amount.

3. Anticipated time-frame for each cost identified in the budget (this will reflect the period of the grant).

DESIGN/BIDDING THROUGH APRIL 2024
BIDDING MAY 2024
BUILDING BEGINING AUGUST 2024
MOVE IN JANUARY 2026
COMPLETION JUNE 2026

4. I acknowledge that I will be required to submit progress reports and a final report including:

i. A summary of the Grant Activities performed over the period determined by the department;
ii. An accounting of Grantee's actual expenditure of all funds on the Project over the period determined by the department, including the breakdown of Grantee's actual use of Grant funds on the Project within each applicable category of the Budget, and corresponding copies of supporting documentation of such expenditures, such as receipts, general ledgers, or other evidence of expenditure activity statements; the Grantee's estimated percentage of completion of the Project; and
iii. Any other information deemed relevant by Grantee to support the Grant Activities actually performed.

5. Identify authorized signer(s) for Grant Agreement.

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

6. Please be advised any portion of the grant funds paid to grantee and not spent or not spent in accordance with the grant agreement must be returned to the department.

NOTICE:
This Grant Application Form is not a legally binding agreement and should not be viewed as such. Moreover, the Grant Application Form does not embody all of the terms and conditions of the grant agreement and neither the department nor the grantee will be bound until there is an executed grant agreement that sets forth all the terms and conditions.

Michigan Enhancement Grant Project Budget

Please enter the major cost elements of the project, selecting from the drop down list options. If you select an activity with a ":" please add a few additional words of description in the "Other/Additional Notes" column. You will be asked to report based on these budget categories. It is recommended that the budget have between 2-5 line items. Keeping the budget at a fairly high-level minimizes the need to amend the budget if the project costs deviate slightly from the plan. The "Local" and "Other" columns are optional. **Six line items is the maximum allowed.**

14B District Court/ Charter Township of Ypsilanti		Court Security/Public Safety			
3. Project Cost Elements		4. Funding Sources			
Activities	Other/Additional Notes	Michigan Enhancement Grant	Local Funding	Other Funding	Total
Construction:	new building addition	$ 1,529,550.00			
Construction:	existing building renovation	$ 2,251,620.00			
Construction:	site work: sidewalk/driveway/gate	$ 73,230.00			
Construction Contingency		$ 775,200.00			
Equipment:	furniture, fixtures/equipment and technology	$ 50,000.00			
Architecture	architetcure/engineering; move management	$ 320,400.00			
	Total	$ 5,000,000.00	$ -	$ -	$ 5,000,000.00

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET,
VEHICLE AND TRAVEL SERVICES
SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES
Effective October 1, 2023

MICHIGAN SELECT CITIES*

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	$85.00	
Breakfast	$11.75	$14.75
Lunch	$11.75	$14.75
Dinner	$28.00	$31.00

MICHIGAN IN-STATE ALL OTHER

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	$85.00	
Breakfast	$9.75	$12.75
Lunch	$9.75	$12.75
Dinner	$22.00	$25.00
Lodging	$51.00	
Breakfast	$9.75	
Lunch	$9.75	
Dinner	$22.00	
Per Diem Total	**$92.50**	

OUT-OF-STATE SELECT CITIES*

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	
Breakfast	$15.00	$18.00
Lunch	$15.00	$18.00
Dinner	$29.00	$32.00

OUT-OF-STATE ALL OTHER

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	
Breakfast	$11.75	$14.75
Lunch	$11.75	$14.75
Dinner	$27.00	$30.00
Lodging	$51.00	
Breakfast	$11.75	
Lunch	$11.75	
Dinner	$27.00	
Per Diem Total	**$101.50**	

Incidental Costs Per Day (with overnight stay) $5.00

Mileage Rates	**Current**
Premium Rate	$0.655 per mile
Standard Rate	$0.440 per mile

* See Select Cities Listing
** Lodging available at State rate, or call Conlin Travel at 877-654-2179 or www.conlintravelhub.com/som

SELECT CITY LIST
SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES
Effective October 1, 2023

Michigan Select Cities/Counties		
	CITIES	**COUNTIES**
	Ann Arbor, Auburn Hills, Beaver Island, Detroit, Grand Rapids, Holland, Leland, Mackinac Island, Petoskey, Pontiac, South Haven, Traverse City	Grand Traverse, Oakland, Wayne
Out of State Select Cities/Counties		
STATE	**CITIES**	**COUNTIES**
Alaska	All locations	
Arizona	Phoenix, Scottsdale, Sedona	
California	Arcata, Edwards AFB, Eureka, Los Angeles, Mammoth Lakes, McKinleyville, Mill Valley, Monterey, Novato, Palm Springs, San Diego, San Francisco, San Rafael, Santa Barbara, Santa Monica, South Lake Tahoe, Truckee, Yosemite National Park	Los Angeles, Mendocino, Orange, Ventura
Colorado	Aspen, Breckenridge, Grand Lake, Silverthorne, Steamboat Springs, Telluride, Vail	
Connecticut	Bridgeport, Danbury	
District of Columbia	Washington DC (See also Maryland & Virginia)	
Florida	Boca Raton, Delray Beach, Ft Lauderdale, Jupiter, Key West, Miami	
Georgia	Brunswick, Jekyll Island	
Hawaii	All locations	
Idaho	Ketchum, Sun Valley	
Illinois	Chicago	Cook, Lake
Kentucky	Kenton	
Louisiana	New Orleans	
Maine	Bar Harbor, Kennebunk, Kittery, Rockport, Sandford	
Maryland	Baltimore City, Ocean City	Montgomery, Prince George
Massachusetts	Boston, Burlington, Cambridge, Martha's Vineyard, Woburn	Suffolk
Minnesota	Duluth, Minneapolis, St. Paul	Hennepin, Ramsey
Nevada	Las Vegas	
New Mexico	Santa Fe	
New York	Bronx, Brooklyn, Lake Placid, Manhattan, Melville, New Rochelle, Queens, Riverhead, Ronkonkoma, Staten Island, Tarrytown, White Plaines	Suffolk
Ohio	Cincinnati	
Pennsylvania	Pittsburgh	Bucks
Puerto Rico	All locations	
Rhode Island	Bristol, Jamestown, Middletown, Newport, Providence	Newport
Texas	Austin, Dallas, Houston, L.B. Johnson Space Center	
Utah	Park City	Summit
Vermont	Manchester, Montpelier, Stowe	Lamoille
Virginia	Alexandria, Fairfax, Falls Church	Arlington, Fairfax
Washington	Port Angeles, Port Townsend, Seattle	
Wyoming	Jackson, Pinedale	

INCLUDE LETTER ON LEGISLATIVE SPONSOR'S OFFICIAL LETTERHEAD

October 27, 2023

Christopher M. Harkins
State Budget Director
111 South Capitol Avenue
Lansing, MI 48910

Director XXXXXXXXX
Department of
XXXXXXXXXXX
XXXXX **(LEO)**

Dear Directors:

SUBJECT: Legislative Sponsorship of Public Act 119 Grant

In accordance with Public Act 119 of 2023, Article 9, Section 1020, I am pleased to sponsor the grant identified below and I certify that this grant is for a public purpose.

The following information summarizes the grant I am sponsoring:

GRANT SUMMARY

Grant Recipient:	14 B District Court/ Charter Township of Ypsilanti
Grant Amount:	$5,000,000
Boilerplate Section:	Article 9, Sec 1020. (21)
Authorizing Grant Boilerplate Language:	(21) From the funds appropriated in part 1 for public safety grants, $5,000,000.00 must be allocated to a district court located in a charter township with a population between 54,900 and 57,000 and a county with a population between 350,000 and 395,000 according to the most recent federal decennial census. Funding must be used for new construction or renovation of existing structures to facilitate security enhancements, public safety, accessibility, and efficiency of court operations. Improvements may include, but are not limited to, the following: (a) Uniform security coverage. (b) Site enhancements, approach, visuals, and separations. (c) Swift lockdown capabilities. (d) Increased separation in the circulation of the public, staff, and individuals in custody. (e) Ballistic barriers. (f) Enhanced and increased surveillance systems. (g) Compliance with the Americans with disabilities act of 1990, Public Law 101-336. 262 (h) Improved interior environment. (i) Additional functional space. (j) Energy and operational efficiencies.
Public Purpose:	The public purpose of this grant is to facilitate security enhancements, public safety, accessibility, and efficiency of court operations throughout 14B District Court. These improvements will keep both court employees and members of the public safe while they carry out their court activities. This will also help ensure that the process of going to 14B District Court is safe, consistent, and easily followed.

Please see attachments for completed grant application form and grant project budget which provide additional detail and contact information for the grant recipient. My office is available for questions should they arise.

Sincerely,

Senator/Representative

_____

Attachment

Township Supervisor
Brenda L. Stumbo
Township Clerk
Heather Jarrell Roe
Township Treasurer
Stan Eldridge

YPSILANTI TOWNSHIP
— OFFICE OF THE SUPERVISOR —

Trustees
Ryan Hunter
John Newman II
Gloria Peterson
Debbie Swanson

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Brenda Stumbo, Township Supervisor

Date: November 28, 2023

RE: Request to authorize agreement with OHM for Construction Engineering Services for Ridge Road Sidewalk project in the amount of $69,000 budgeted in 2024 line 213-446-982.006

Contingent upon the award of bid to Doan Construction for the Ridge Road Sidewalk project, OHM will provide construction engineering services and materials testing. Included in the scope is coordinating with AAATA on the bus stop improvements, construction layout services for the new pathway and boardwalk, and onsite construction observation services, in the amount of $59,000.

OHM will use G2 Consulting Group for materials testing of the concrete, asphalt, and aggregate base in the amount of $10,000.

This engineering proposal totals $69,000, which has been budgeted in line 213-446-982.006 in the 2024 budget.

Attached please find a proposal from OHM.

Thank you for your consideration.

November 13, 2023

Ms. Brenda Stumbo
Township Supervisor
Charter Township of Ypsilanti
7200 S Huron River Dr
Ypsilanti MI 48197

RE: Ridge Road Sidewalk
Construction Engineering Services Proposal

Dear Ms. Stumbo,

OHM Advisors (OHM) is pleased to submit this proposal for professional services for the construction inspection and construction engineering services for the proposed sidewalk along Ridge Road from Holmes Road to Mott Road.

PROJECT UNDERSTANDING

The project includes construction of a 5-woot-wide concrete sidewalk from Holmes Road to Clark Road and removal and replacement of the existing concrete sidewalk from Clark Road to Mott Road. The design complies with the most recent applicable sections of the Americans with Disabilities Act (ADA) and the requirements of the Washtenaw County Road Commission (WCRC).

SCOPE OF SERVICE

Includes: Ann Arbor Area Transportation Authority Coordination and Re-Design, Construction Layout/Staking, Construction Observation, Materials Testing (G2 Consulting Services), Construction Engineering, and Contract Administration.

Construction Engineering Services

Ann Arbor Area Transportation Authority (AAATA) Coordination and Re-Design

OHM Advisors will assist with coordination services for the bus stop improvement portions of this project. These services will include the following:

- Assisting the Township with AAATA coordination for the proposed bus stop improvements at Ridge Road and Clark Street.
- Attending one (1) meeting with the Township, AAATA, and the WCRC, if applicable.
- Updating the as-bid plans to reflect all revisions as a result of coordination with AAATA.
- Re-submitting revised plans to the WCRC for review and approval of the ROW permit application.
- Providing bulletin information to the Contractor reflecting the plan revisions.

Construction Layout/Staking

OHM Advisors will provide construction survey layout services for the placement of the new pathway and boardwalk. OHM will also witness existing surfaces to ensure new pavement surfaces will match existing conditions, as needed. Construction layout will include initial placement of the stakes upon request by the Contractor and, if removed by residents and/or the contractor, one (1) additional staking.

Construction Observation

OHM will provide full and part time onsite construction observation services (5 weeks full-time, 5 weeks part-time) for shared use pathway construction and paving activities. The Construction Observation task includes coordination time

prior to the project, supervision of inspection, and part-time inspection at the end of the project for restoration activities. If the Contractor requires more time outside of the anticipated inspection effort to complete the major items of work, additional budget may be required. Coordination of materials testing services is also included under construction observation.

Materials Testing
G2 Consulting Group (G2) will be used for material testing of the concrete, asphalt, and aggregate base (where needed). G2 will also review mix designs from the contractor to ensure the correct specifications are followed. G2's scope includes time for concrete testing, asphalt testing, and aggregate base compaction testing. This also includes the necessary equipment and lab testing fees.

Construction Engineering
OHM Advisors will provide construction engineering services for the concrete and asphalt paving portions of this project. These services will include, but are not limited to:

- Consulting with and advising the Owner or its designated representative during construction.
- Reviewing shop drawings and material certifications provided by the Contractor.
- Attending one (1) preconstruction meeting and continuing coordination with the WCRC on the project.
- Answering requests for information (RFIs) from the Contractor.
- Resolving construction conflicts (i.e., mismarked utilities, interpretation of the contract documents, etc.).
- Providing bulletin information to the Contractor and/or subcontractors, as well as performing any potential value engineering services.

Construction Administration
OHM Advisors will provide contract administration services for the project. These services will include the following:

- Assisting the Owner in reviewing and processing payment estimates for the Contractor.
- Assisting with the preparation of change orders and a final balancing change order.
- Performing preliminary and final reviews of the completed project and preparing substantial completion certificates, along with the preparation of punch lists and confirmation of resolution for punch list items.
- Supplying the Owner with a project record, including inspection reports, sketches, photos, and all other pertinent information after the completion of the project.
- Unless specifically requested by the Township, meetings with the resident will not occur without the Township Supervisor present. Any involvement with the resident outside of the construction of the proposed plan can be performed on an hourly, as-needed basis under a separate easement assistance.
- Close out project by securing required documentation and correspondence per the contract.

FEE SCHEDULE

OHM Advisors proposes to provide the above outlined professional services on an Hourly – Not to Exceed basis, in accordance with our 2023 Rate Schedule. Invoices will be sent monthly as work is performed.

Construction Engineering Services	$59,000.00
Materials Testing (G2 Consulting Group)	$10,000.00
GRAND TOTAL	**$69,000.00 (Hourly, Not to Exceed)**

DELIVERABLES

A final pay estimate and final acceptance letter will be issued upon project completion as well as copies of the Construction Daily Reports (with sketches) for record information.

We thank you for this opportunity to provide professional engineering services. Should there be any questions, please do not hesitate to contact us.

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 constructions services 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)	

TERMS & CONDITIONS

1. THE AGREEMENT. These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Michigan Corporation, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.

2. CLIENT RESPONSIBILITIES. CLIENT, at no cost, shall:
   a. Provide access to the project site to allow timely performance of the services.
   b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
   c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.

3. PROJECT INFORMATION. OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.

4. PERIOD OF SERVICE. The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.

5. COMPENSATION. CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.

6. TERMS OF PAYMENT. Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.

7. STANDARD OF CARE. OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.

8. RESTRICTION OF REMEDIES. OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.

9. LIMIT OF LIABILITY. To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to $25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.

10. ASSIGNMENT. Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.

11. NO WAIVER. Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.

12. GOVERNING LAW. The laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance.

13. INSTRUMENTS OF SERVICE. OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto**.** CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.

14. CERTIFICATIONS. OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.

15. TERMINATION. Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.

16. RIGHT TO SUSPEND SERVICES. In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.

17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.

19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.

20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.

21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.

22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.

23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.

24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.

25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.

26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2023-20

ESTABLISH 2024 TOWNSHIP SUPERVISOR'S SALARY

WHEREAS, according to MCL 41.95 (3), the salary for elected officials shall be determined by the township board; and

WHEREAS, Teamsters, TPOAM employees have negotiated a 3% increase plus longevity that is budgeted in 2024,

WHEREAS, it is recommended that all non-union (management) employees also receive a 3% base wage increase, plus longevity that is budgeted in 2024,

WHEREAS, it is recommended a 3% increase for full-time elected officials and trustees plus longevity;

NOW THEREFORE BE IT RESOLVED that the 2024 salary for the office of the Supervisor shall receive an increase of 3% on their annual base salary, going from $93,662 to $96,472, plus longevity in the amount of $2,412; and recognizing the annual car allowance of $6,000.00 per year (since 2018), bringing the total 2024 annual compensation of the Supervisor to $104,884.

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2023-21

ESTABLISH 2024 TOWNSHIP CLERK'S SALARY

WHEREAS, according to MCL 41.95 (3), the salary for elected officials shall be determined by the township board; and

WHEREAS, Teamsters, TPOAM employees have negotiated a 3% increase plus longevity that is budgeted in 2024,

WHEREAS, it is recommended that all non-union (management) employees also receive a 3% base wage increase, plus longevity that is budgeted in 2024,

WHEREAS, it is recommended a 3% increase for full-time elected officials and trustees plus longevity;

NOW THEREFORE BE IT RESOLVED that the 2024 salary for the office of the Clerk shall receive an increase of 3% on their annual base salary going from $93,662 to $96,472, plus longevity in the amount of $1,447, bringing the total 2024 annual compensation of the Clerk to $97,919.

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2023-22

ESTABLISH 2024 TOWNSHIP TREASURER'S SALARY

WHEREAS, according to MCL 41.95 (3), the salary for elected officials shall be determined by the township board; and

WHEREAS, Teamsters, TPOAM employees have negotiated a 3% increase plus longevity that is budgeted in 2024,

WHEREAS, it is recommended that all non-union (management) employees also receive a 3% base wage increase, plus longevity that is budgeted in 2024,

WHEREAS, it is recommended a 3% increase for full-time elected officials and trustees plus longevity;

NOW THEREFORE BE IT RESOLVED that the 2024 salary for the office of the Treasurer shall receive an increase of 3% on their annual base salary going from $93,662 to $96,472, plus longevity in the amount of $2,170, bringing the total 2024 annual compensation of the Treasurer to $98,642.

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2023-23

ESTABLISH 2024 TOWNSHIP TRUSTEE'S SALARY

WHEREAS, according to MCL 41.95 (3), the salary for elected officials shall be determined by the township board; and

WHEREAS, Teamsters, TPOAM employees have negotiated a 3% increase plus longevity that is budgeted in 2024,

WHEREAS, it is recommended that all non-union (management) employees also receive a 3% base wage increase, plus longevity that is budgeted in 2024,

WHEREAS, it is recommended a 3% increase for full-time elected officials and trustees plus longevity;

NOW THEREFORE BE IT RESOLVED that the 2023 salary for the office of the Township Trustees shall receive an increase of 3% on their annual base salary going from $16,679 to $17,179.

Township Supervisor
Brenda L. Stumbo
Township Clerk
Heather Jarrell Roe
Township Treasurer
Stan Eldridge

YPSILANTI TOWNSHIP
— WHERE YOUR FUTURE GROWS —

Trustees
John Newman II
Gloria Peterson
Debbie Swanson
Ryan Hunter

To: Charter Township of Ypsilanti Board of Trustees

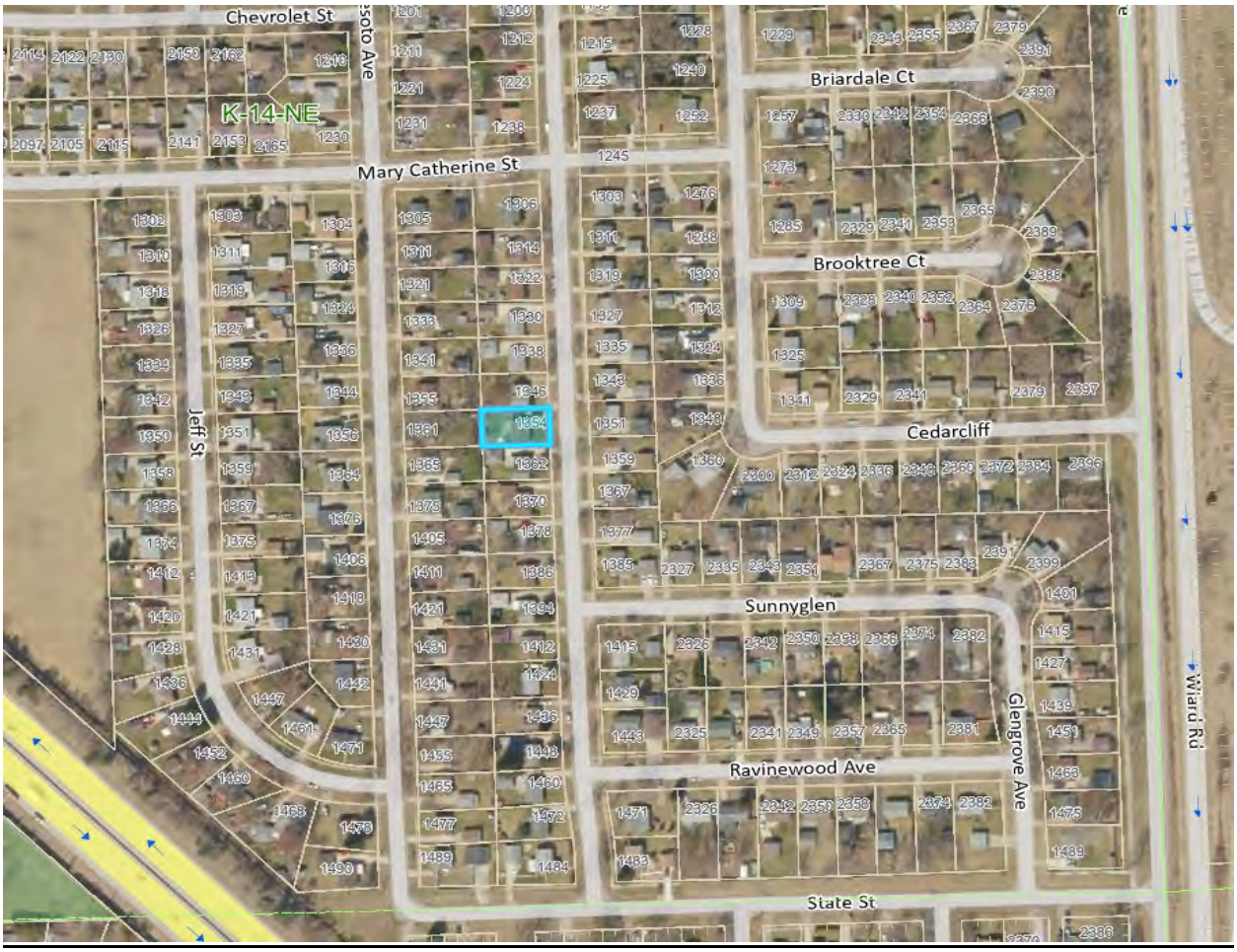
From: Belinda Kingsley, Community Compliance Director

Re: Request to receive authorization for Circuit Court litigation to abate a public nuisance at a property identified as 1354 Nash Ave; funded in account 101-729-801.023.

Date: December 1, 2023

The Ypsilanti Township Ordinance Department has investigated a public nuisance, at 1354 Nash Ave, for which authorization is requested to engage legal services to abate said nuisance.

1354 Nash Ave.



The property identified as 1354 Nash Ave. is located north of State St., west of Wiard and south of Mary Catherine, in a R-5 One-Family Residential zone. The current owner of the property is Athanasius Obi. Mr. Obi purchased the property in 2009 for $12,000, following a foreclosure in 2008. The house is currently rented and has been a registered rental property since 2015.

The rental inspection process was completed on this property on September 23, 2022, however the delinquent fees of $500 have not been paid, so it is not currently a certified rental. During the rental inspection process, in August 2022, the Ordinance Officer issued a Notice of Violation to the property owner and tenant for a temporary structure in the driveway and trash (see attached photo). The officer was informed that the vehicle being worked on belonged to the tenant. The violation was resolved on reinspection. Additional violations have been reported and observed for vehicles parked in the yard, trash, blight and tall grass, that have been addressed.

In September 2023, the situation became magnified, and a Notice of Violation was issued advising the property owner and tenant that vehicles cannot be repaired in the driveway unless registered to the tenant, and that a vehicle repair business could not be operated in a residential zone as a home occupation. At that time, vehicles were being stored in the street waiting to be repaired and in the driveway. The violation was resolved on reinspection.

On October 2, 2023, vehicles were again being repaired in the driveway, and several vehicles were in various states of repair in the street. Citations were issued for operating an unauthorized home occupation and performing auto repairs. The property owner did not appear for the court hearing, so a Default Judgment was entered. The violations were corrected upon reinspection.

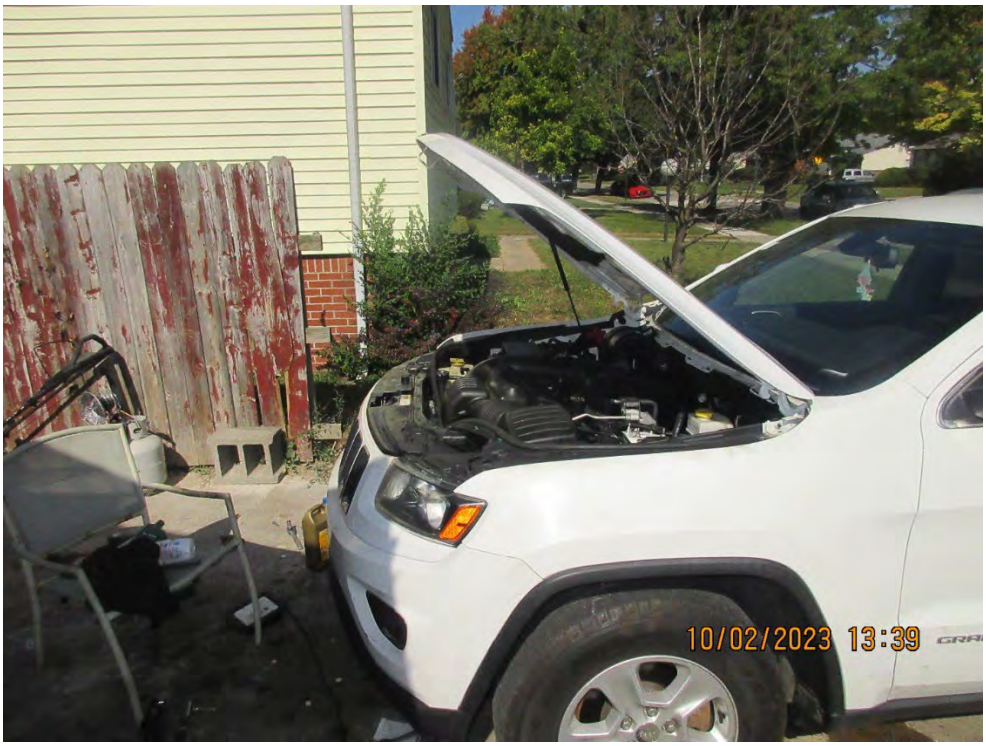
On November 22, 2023, Citations were issued for the same violations, operating an unauthorized home occupation and performing auto repairs. At that time there were a total of nine vehicles in the driveway and street. A check of the license plates, on the vehicles that were plated, showed that none of the vehicles were registered to the tenant.

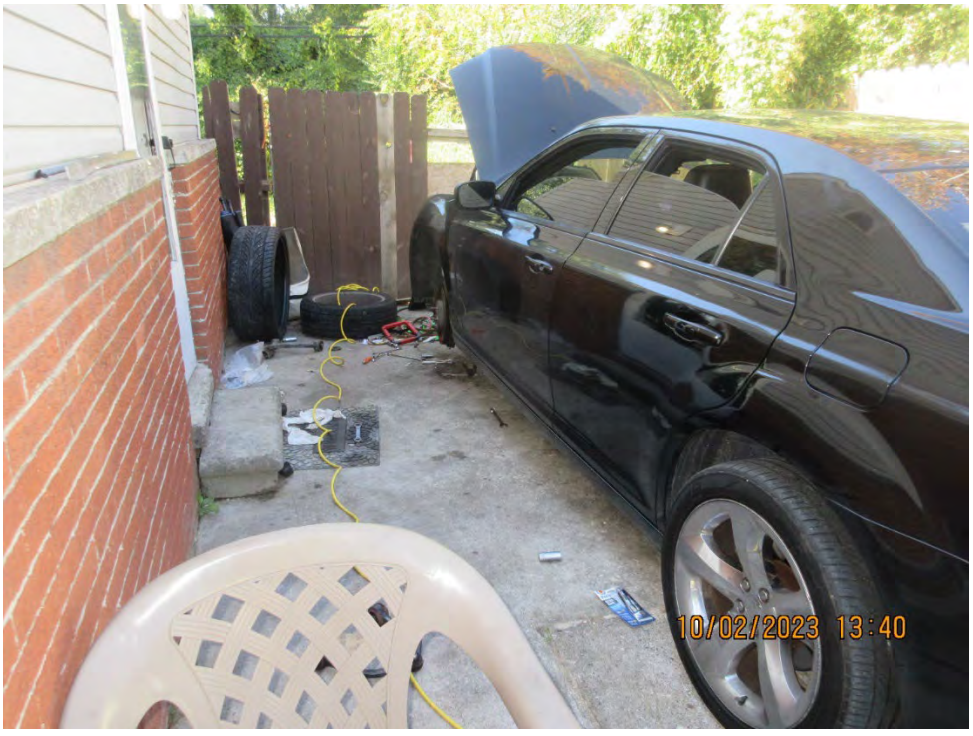
The Ordinance Department has received complaints from residents about this property due to the auto repairs being performed and the number of vehicles parked on the street, denying other residents the ability to park in front of their homes. We have worked with the property owner and tenant to resolve the violations and gain compliance, but the situation is intensifying. It would be unconscionable to continue to use Township resources to monitor and attempt to maintain compliance on this property. Steps need to be taken to require the owner to take responsibility for this rental property. Authorization to initiate legal action in Circuit Court to address the public nuisance this house represents is requested.

Thank you for your consideration and your continued support for our blight abatement efforts.


1354
GMC
08/1


1354
10/02/2023 13:41


10/02/2023 13:39


10/02/2023 13:40


F150
11/21/2023 12:34


11/21/2023 12:34


11/21/2023 12:34


11/21/2023 12:35


ETY 1826
LEXUS
11/21/2023 12:36

CHARTER TOWNSHIP OF YPSILANTI
2023 BUDGET AMENDMENT #17

December 5, 2023

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND

Total Increase $5,318,940.00

Request to add new revenue and expenditure lines for the Public Safety Grant to the 14B District Court. This will need to be a carryforward into the 2024 budget and will be funded by a grant from the State.

Revenues:	**Public Safety Grant - 14B Court**	**101-000-543.000**	**$5,000,000.00**
		Net Revenues	**$5,000,000.00**
Expenditures:	**Public Safety Grant - 14B Court**	**101-901-971.236**	**$5,000,000.00**
		Net Expenditures	**$5,000,000.00**

Request to increase budget for the tax tribunal court of appeals legal service fees. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	**Prior Year Fund Balance**	**101-000-699.999**	**$12,750.00**
		Net Revenues	**$12,750.00**
Expenditures:	**Tax Appeals**	**101-257-811.001**	**$12,750.00**
		Net Expenditures	**$12,750.00**

Request to increase budget for the cost of Streetlights through out the Township not covered by a special tax assessment. The increase was caused by cost increase and the additional lights installed on US 12, Huron Street and Ridge Road. This was not budgeted in 2023 and will be budgeted in 2024. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	**Prior Year Fund Balance**	**101-000-699.999**	**$77,500.00**
		Net Revenues	**$77,500.00**
Expenditures:	**Streetlights Non-special assessment**	**101-272-967.001**	**$77,500.00**
		Net Expenditures	**$77,500.00**

Request to increase budget legal services pertaining to meetings, contract reviews, contract negotiations and other Township legal business. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	**Prior Year Fund Balance**	**101-000-699.999**	**$26,200.00**
		Net Revenues	**$26,200.00**
Expenditures:	**Legal Services**	**101-266-801.002**	**$26,200.00**
		Net Expenditures	**$26,200.00**

Request to increase budget legal services for prosecution and domestic violence for Court Due Process. This will be funded by an Appropriation of Prior Year Fund Balance.

CHARTER TOWNSHIP OF YPSILANTI
2023 BUDGET AMENDMENT #17

December 5, 2023

Revenues:	**Prior Year Fund Balance**	**101-000-699.999**	**$19,190.00**
		Net Revenues	**$19,190.00**
Expenditures:	**Legal Service - Prosecution**	**101-287-801.014**	**$3,200.00**
	Legal Service - Domestic Violence	**101-287-801.020**	**$15,990.00**
		Net Expenditures	**$19,190.00**

Request to increase budget for legal services. This is due to the higher number of nuisance abatement, "padlock statute" and vacant abandoned properties this year. Also for Vermin abatement, title service and other legal services. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	**Prior Year Fund Balance**	**101-000-699.999**	**$107,000.00**
		Net Revenues	**$107,000.00**
Expenditures:	**Public Nuisance - Legal Service**	**101-729-801.023**	**$107,000.00**
		Net Expenditures	**$107,000.00**

Request to increase budget for legal services pertaining to land use issues, including ordinance, zoning and professional service for Gault Village demolition planning. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	**Prior Year Fund Balance**	**101-000-699.999**	**$76,300.00**
		Net Revenues	**$76,300.00**
Expenditures:	**Land Use Issues - Legal Service**	**101-729-801.024**	**$76,300.00**
		Net Expenditures	**$76,300.00**

Motion to Amend the 2023 Budget (#17)

Move to increase the General Fund budget by $5,318,940 to $28,943,546 and approve the department line item changes as outlined.

AUTHORIZATIONS AND BIDS

Township Supervisor
Brenda L. Stumbo
Township Clerk
Heather Jarrell Roe
Township Treasurer
Stan Eldridge

YPSILANTI TOWNSHIP
— OFFICE OF THE SUPERVISOR —

Trustees
Ryan Hunter
John Newman II
Gloria Peterson
Debbie Swanson

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Brenda Stumbo, Township Supervisor

Date: November 29, 2023

RE: Request award of bid for Ridge Road Sidewalk project to Doan Construction in the amount of $482,528.35 budgeted for 2024 in line 213-446-982.006

After approval at the August 15, 2023 Board of Trustees meeting, OHM went out to bid for the Ridge Road Sidewalk project. Vendors bid on Category 1 – Ridge Road Sidewalk, and Category 2 – Mid-Block Crossing (Alt A). Per the recommendation of OHM, only Category 1 – Ridge Road Sidewalk should be awarded at this time.

Six bids were received (Category 1 – Ridge Road Sidewalk):

Doan Construction Co - $442,528.35
Lacaria Concrete Construction, Inc. - $471,233.00
Fonson Company, Inc - $499,070.99
Best Asphalt, Inc - $545,808.75
Erie Construction LLC - $594,313.00
Audia Concrete Construction, Inc - $637,446.00

OHM has recommended awarding the lowest bid, Doan Construction at $442,528.35 with a contingency of approx. 10% at $40,000, totaling $482,528.35.

Attached please find a recommendation of award letter from OHM and the bid tabulation sheet.

Thank you for your consideration.

November 13, 2023

Mr. John Hines
Municipal Services Director
Ypsilanti Township
7200 S Huron River Dr
Ypsilanti Township, MI 48197

RE: Ridge Road Sidewalk
Recommendation of Award

Dear Mr. Hines:

Sealed bids for Ridge Road Sidewalk project were received and publicly read aloud at 2:00 pm on Thursday, September 7, 2023 at the Civic Center. Proposals were received from six (6) bidders with as-checked results ranging from an overall total of $492,971.75 to $699,585.00. The engineer's estimate for both Category 1 and Category 2 was approximately $465,000.00.

The low bid was received from Doan Construction Co., Inc., located at 3670 Carpenter Rd, Ypsilanti MI 48197 in the overall amount of $492,971.75. Doan's subtotal for Category 1 was $442,528.35 and the subtotal for Category 2 was $50,443.40. In reviewing their bid, all required information, including bond surety, statement of qualifications, and subcontractors listing, has been provided.

It is felt that Doan Construction Co., Inc. and their subcontractors are capable of performing the work based on past experiences, referenced projects, and information provided with the statement of qualifications in the bid package.

Based on the submitted information, it is recommended that the Ridge Road Sidewalk project (Category 1 only) be awarded to Doan Construction Co., Inc., of Ypsilanti, Michigan in the amount of $442,528.35 with a $40,000 contingency (approximately 10%) for a total award of $482,528.35. Category 2 isn't recommended at this time and would need to be further developed when, and if, Ridge Road is ever reconstructed, based on conversations with the Washtenaw County Road Commission.

Should there be any questions, please contact this office at (734) 522-6711.

Sincerely,
OHM Advisors

Matthew D. Parks, P.E.

Encl: Bid Tab

cc: Brenda Stumbo, Township Supervisor
Heather Jarrell Roe, Township Clerk
Stan Eldridge, Township Treasurer
Doug Winters, Township Attorney
File

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

BID Tab for
RIDGE ROAD SIDEWALK
Charter Township of Ypsilanti, Washtenaw County, State of Michigan
OHM Job Number: 0098-23-0020

	Doan Construction Co	Lacaria Concrete Construction, Inc.	Fonson Company, Inc	Best Asphalt, Inc	Erie Construction LLC	Audia Concrete Construction, Inc
	3670 Carpenter Road	3720 Central Avenue	7644 Whitmore Lake Road	6334 N Beverly Plaza	22051 Commerce Drive	2985 Childs Lake Rd
	Ypsilanti, MI 48197	Detroit, MI 48210	Brighton, MI 48116	Romulus, MI 48174	Woodhaven, MI 48183	Milford, MI 48381
	Phone: 734-971-4678	Phone: 313-843-3865	Phone: 810-231-5188	Phone: 734-729-9440	Phone: 734-676-8689	Phone: 248-676-9570

Category 1 - Ridge Road Sidewalk

Item	Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Audio Video Route Survey	1 LS	$ 995.00	$ 995.00	$ 2,500.00	$ 2,500.00	$ 995.00	$ 995.00	$ 5,000.00	$ 5,000.00	$ 9,500.00	$ 9,500.00	$ 1,350.00	$ 1,350.00
2	Mobilization, Max. 5%	1 LS	$ 24,600.00	$ 24,600.00	$ 16,500.00	$ 16,500.00	$ 24,000.00	$ 24,000.00	$ 20,000.00	$ 20,000.00	$ 32,000.00	$ 32,000.00	$ 25,000.00	$ 25,000.00
3	Traffic Maintenance and Control	1 LS	$ 10,000.00	$ 10,000.00	$ 20,000.00	$ 20,000.00	$ 50,932.59	$ 50,932.59	$ 25,000.00	$ 25,000.00	$ 78,800.00	$ 78,800.00	$ 14,800.00	$ 14,800.00
4	Tree, Rem, 19 inch to 36 inch	3 Ea	$ 2,500.00	$ 7,500.00	$ 3,500.00	$ 10,500.00	$ 1,750.00	$ 5,250.00	$ 2,000.00	$ 6,000.00	$ 1,800.00	$ 5,400.00	$ 2,900.00	$ 8,700.00
5	Tree, Rem, 6 inch to 18 inch	2 Ea	$ 1,000.00	$ 2,000.00	$ 1,800.00	$ 3,600.00	$ 1,000.00	$ 2,000.00	$ 1,000.00	$ 2,000.00	$ 750.00	$ 1,500.00	$ 2,000.00	$ 4,000.00
6	Curb and Gutter, Rem	68 Ft	$ 25.00	$ 1,700.00	$ 35.00	$ 2,380.00	$ 35.00	$ 2,380.00	$ 19.00	$ 1,292.00	$ 23.00	$ 1,564.00	$ 42.00	$ 2,856.00
7	Fence, Rem	200 Ft	$ 10.00	$ 2,000.00	$ 13.00	$ 2,600.00	$ 11.00	$ 2,200.00	$ 20.00	$ 4,000.00	$ 8.50	$ 1,700.00	$ 30.00	$ 6,000.00
8	Pavt, Rem	323 Syd	$ 27.00	$ 8,721.00	$ 30.00	$ 9,690.00	$ 16.00	$ 5,168.00	$ 30.00	$ 9,690.00	$ 9.00	$ 2,907.00	$ 37.00	$ 11,951.00
9	Sidewalk, Rem	681 Syd	$ 18.00	$ 12,258.00	$ 30.00	$ 20,430.00	$ 13.00	$ 8,853.00	$ 28.00	$ 19,068.00	$ 15.00	$ 10,215.00	$ 28.00	$ 19,068.00
10	Exploratory Excavation	4 Ea	$ 750.00	$ 3,000.00	$ 200.00	$ 800.00	$ 750.00	$ 3,000.00	$ 400.00	$ 1,600.00	$ 690.00	$ 2,760.00	$ 470.00	$ 1,880.00
11	Preserve Utility Marker	2 Ea	$ 250.00	$ 500.00	$ 300.00	$ 600.00	$ 1,500.00	$ 3,000.00	$ 150.00	$ 300.00	$ 500.00	$ 1,000.00	$ 300.00	$ 600.00
12	Station Grading, Case A	18 Sta	$ 2,000.00	$ 36,000.00	$ 1,000.00	$ 18,000.00	$ 3,500.00	$ 63,000.00	$ 3,920.00	$ 70,560.00	$ 2,300.00	$ 41,400.00	$ 2,800.00	$ 50,400.00
13	Station Grading, Case B	13 Sta	$ 1,000.00	$ 13,000.00	$ 1,000.00	$ 13,000.00	$ 1,700.00	$ 22,100.00	$ 2,750.00	$ 35,750.00	$ 1,500.00	$ 19,500.00	$ 2,000.00	$ 26,000.00
14	Erosion Control, Inlet Protection, Fabric Drop	7 Ea	$ 250.00	$ 1,750.00	$ 350.00	$ 2,450.00	$ 150.00	$ 1,050.00	$ 100.00	$ 700.00	$ 140.00	$ 980.00	$ 150.00	$ 1,050.00
15	Erosion Control, Silt Fence	1731 Ft	$ 4.50	$ 7,789.50	$ 10.00	$ 17,310.00	$ 3.00	$ 5,193.00	$ 2.50	$ 4,327.50	$ 4.00	$ 6,924.00	$ 3.00	$ 5,193.00
16	Sprinkler Line, Salv and Reset	100 Ft	$ 5.00	$ 500.00	$ 12.00	$ 1,200.00	$ 27.00	$ 2,700.00	$ 25.00	$ 2,500.00	$ 20.00	$ 2,000.00	$ 17.00	$ 1,700.00
17	Sprinkler Head, Slav and Reset	12 Ea	$ 100.00	$ 1,200.00	$ 50.00	$ 600.00	$ 120.00	$ 1,440.00	$ 150.00	$ 1,800.00	$ 55.00	$ 660.00	$ 200.00	$ 2,400.00
18	Aggregate Base, 6 inch	1355 Syd	$ 13.00	$ 17,615.00	$ 30.00	$ 40,650.00	$ 17.00	$ 23,035.00	$ 23.25	$ 31,503.75	$ 30.00	$ 40,650.00	$ 30.00	$ 40,650.00
19	Maintenance Gravel	40 Ton	$ 50.00	$ 2,000.00	$ 30.00	$ 1,200.00	$ 62.00	$ 2,480.00	$ 50.00	$ 2,000.00	$ 46.00	$ 1,840.00	$ 48.00	$ 1,920.00
20	Culv End Sect, Conc, 12 inch	3 Ea	$ 1,200.00	$ 3,600.00	$ 300.00	$ 900.00	$ 800.00	$ 2,400.00	$ 550.00	$ 1,650.00	$ 640.00	$ 1,920.00	$ 1,200.00	$ 3,600.00
21	Culv, CI A, CMP, 12 inch	70 Ft	$ 100.00	$ 7,000.00	$ 200.00	$ 14,000.00	$ 65.00	$ 4,550.00	$ 185.00	$ 12,950.00	$ 38.00	$ 2,660.00	$ 140.00	$ 9,800.00
22	Tap Existing Storm Sewer	1 Ea	$ 500.00	$ 500.00	$ 650.00	$ 650.00	$ 2,500.00	$ 2,500.00	$ 1,000.00	$ 1,000.00	$ 1,500.00	$ 1,500.00	$ 900.00	$ 900.00
23	Utility Structure Cover, Adj	6 Ea	$ 750.00	$ 4,500.00	$ 800.00	$ 4,800.00	$ 400.00	$ 2,400.00	$ 750.00	$ 4,500.00	$ 400.00	$ 2,400.00	$ 900.00	$ 5,400.00
24	Hand Patching	35 Ton	$ 500.00	$ 17,500.00	$ 500.00	$ 17,500.00	$ 400.00	$ 14,000.00	$ 350.00	$ 12,250.00	$ 570.00	$ 19,950.00	$ 410.00	$ 14,350.00
25	HMA, 4EML	7 Ton	$ 500.00	$ 3,500.00	$ 550.00	$ 3,850.00 [1]	$ 400.00	$ 2,800.00	$ 350.00	$ 2,450.00	$ 440.00	$ 3,080.00	$ 410.00	$ 2,870.00
26	Conc Pavt, Nonreinf, 6 inch	179 Syd	$ 66.20	$ 11,849.80	$ 65.00	$ 11,635.00	$ 82.00	$ 14,678.00	$ 86.00	$ 15,394.00	$ 78.00	$ 13,962.00	$ 80.00	$ 14,320.00
27	Driveway, Nonreinf Conc, 8 inch	169 Syd	$ 78.05	$ 13,190.45	$ 75.00	$ 12,675.00	$ 97.00	$ 16,393.00	$ 99.00	$ 16,731.00	$ 94.00	$ 15,886.00	$ 90.00	$ 15,210.00
28	Curb and Gutter, Conc, Det F4	446 Ft	$ 49.90	$ 22,255.40	$ 40.00	$ 17,840.00	$ 51.00	$ 22,746.00	$ 49.50	$ 22,077.00	$ 52.00	$ 23,192.00	$ 60.00	$ 26,760.00
29	Driveway Opening, Conc, Det M	76 Ft	$ 49.90	$ 3,792.40	$ 40.00	$ 3,040.00	$ 50.00	$ 3,800.00	$ 55.00	$ 4,180.00	$ 57.00	$ 4,332.00	$ 60.00	$ 4,560.00
30	Spillway, Conc	35 Ft	$ 80.00	$ 2,800.00	$ 45.00	$ 1,575.00	$ 75.00	$ 2,625.00	$ 82.50	$ 2,887.50	$ 93.00	$ 3,255.00	$ 100.00	$ 3,500.00
31	Mountable Gutter Pan, Conc, 1 inch	126 Ft	$ 49.90	$ 6,287.40	$ 50.00	$ 6,300.00	$ 45.00	$ 5,670.00	$ 49.50	$ 6,237.00	$ 52.00	$ 6,552.00	$ 40.00	$ 5,040.00
32	Detectable Warning Surface	20 Ft	$ 60.00	$ 1,200.00	$ 100.00	$ 2,000.00	$ 80.00	$ 1,600.00	$ 88.00	$ 1,760.00	$ 80.00	$ 1,600.00	$ 188.00	$ 3,760.00
33	Curb Ramp Opening, Conc	42 Ft	$ 49.90	$ 2,095.80	$ 50.00	$ 2,100.00	$ 45.00	$ 1,890.00	$ 49.50	$ 2,079.00	$ 52.00	$ 2,184.00	$ 50.00	$ 2,100.00
34	Sidewalk, Conc, 4 inch	15480 Sft	$ 7.25	$ 112,230.00	$ 7.50	$ 116,100.00	$ 8.00	$ 123,840.00	$ 7.15	$ 110,682.00	$ 11.50	$ 178,020.00	$ 11.00	$ 170,280.00
35	Curb Ramp, Conc, 6 inch	300 Sft	$ 11.40	$ 3,420.00	$ 8.00	$ 2,400.00	$ 14.70	$ 4,410.00	$ 14.30	$ 4,290.00	$ 18.00	$ 5,400.00	$ 15.00	$ 4,500.00
36	Mailox, Salv and Reset	2 Ea	$ 250.00	$ 500.00	$ 170.00	$ 340.00	$ 132.00	$ 264.00	$ 165.00	$ 330.00	$ 180.00	$ 360.00	$ 500.00	$ 1,000.00
37	Fence, Chain Link, 48 inch	200 Ft	$ 50.00	$ 10,000.00	$ 36.00	$ 7,200.00	$ 50.00	$ 10,000.00	$ 93.50	$ 18,700.00	$ 94.00	$ 18,800.00	$ 97.00	$ 19,400.00
38	Sign, Salv and Reset	2 Ea	$ 200.00	$ 400.00	$ 175.00	$ 350.00	$ 145.00	$ 290.00	$ 275.00	$ 550.00	$ 80.00	$ 160.00	$ 450.00	$ 900.00
39	Pavt Mrkg, Polyurea, 12 inch, Crosswalk	212 Ft	$ 9.05	$ 1,918.60	$ 39.00	$ 8,268.00	$ 9.05	$ 1,918.60	$ 10.00	$ 2,120.00	$ 9.00	$ 1,908.00	$ 19.00	$ 4,028.00
40	Riprap, Plain	9 Syd	$ 100.00	$ 900.00	$ 300.00	$ 2,700.00	$ 155.00	$ 1,395.00	$ 100.00	$ 900.00	$ 268.00	$ 2,412.00	$ 250.00	$ 2,250.00
41	Turf Establishment	32 Sta	$ 1,780.00	$ 56,960.00	$ 1,500.00	$ 48,000.00	$ 847.65	$ 27,124.80	$ 1,750.00	$ 56,000.00	$ 640.00	$ 20,480.00	$ 2,950.00	$ 94,400.00
42	Permit Allowance	1 Dlr	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00
	Subtotal Category 1 - Ridge Road Sidewalk (ITEM 1-42 incl.):			**$ 442,528.35**		**$ 471,233.00** [2]		**$ 499,070.99**		**$ 545,808.75**		**$ 594,313.00**		**$ 637,446.00**

Category 2 - Mid-Block Crossing (Alt A)

Item	Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
43	Pavt, Rem	233 Syd	$ 18.00	$ 4,194.00	$ 30.00	$ 6,990.00	$ 12.00	$ 2,796.00	$ 30.00	$ 6,990.00	$ 10.00	$ 2,330.00	$ 37.00	$ 8,621.00
44	Station Grading, Case A	4 Sta	$ 2,000.00	$ 8,000.00	$ 1,000.00	$ 4,000.00	$ 1,200.00	$ 4,800.00	$ 3,920.00	$ 15,680.00	$ 2,300.00	$ 9,200.00	$ 2,800.00	$ 11,200.00
45	Erosion Control, Silt Fence	134 Ft	$ 4.50	$ 603.00	$ 10.00	$ 1,340.00	$ 3.00	$ 402.00	$ 2.50	$ 335.00	$ 4.50	$ 603.00	$ 3.00	$ 402.00
46	Culv End Sect, Conc, 12 inch	1 Ea	$ 1,200.00	$ 1,200.00	$ 350.00	$ 350.00	$ 800.00	$ 800.00	$ 550.00	$ 550.00	$ 640.00	$ 640.00	$ 1,200.00	$ 1,200.00
47	Culv, CI A, CMP, 12 inch	40 Ft	$ 100.00	$ 4,000.00	$ 200.00	$ 8,000.00	$ 60.00	$ 2,400.00	$ 185.00	$ 7,400.00	$ 38.00	$ 1,520.00	$ 140.00	$ 5,600.00
48	Tap Existing Storm Sewer	1 Ea	$ 500.00	$ 500.00	$ 600.00	$ 600.00	$ 2,500.00	$ 2,500.00	$ 1,000.00	$ 1,000.00	$ 1,500.00	$ 1,500.00	$ 900.00	$ 900.00
49	HMA, 4EML	17 Ton	$ 500.00	$ 8,500.00	$ 500.00	$ 8,500.00	$ 400.00	$ 6,800.00	$ 350.00	$ 5,950.00	$ 440.00	$ 7,480.00	$ 410.00	$ 6,970.00
50	Driveway, Nonreinf Conc, 8 inch	28 Syd	$ 78.05	$ 2,185.40	$ 30.00	$ 840.00	$ 97.00	$ 2,716.00	$ 99.00	$ 2,772.00	$ 94.00	$ 2,632.00	$ 90.00	$ 2,520.00
51	Detectable Warning Surface	10 Ft	$ 60.00	$ 600.00	$ 100.00	$ 1,000.00	$ 80.00	$ 800.00	$ 88.00	$ 880.00	$ 80.00	$ 800.00	$ 188.00	$ 1,880.00
52	Sidewalk, Conc, 4 inch	136 Sft	$ 7.25	$ 986.00	$ 8.00	$ 1,088.00	$ 8.00	$ 1,088.00	$ 7.15	$ 972.40	$ 12.00	$ 1,632.00	$ 11.00	$ 1,496.00

BID Tab for
RIDGE ROAD SIDEWALK
Charter Township of Ypsilanti, Washtenaw County, State of Michigan
OHM Job Number: 0098-23-0020

			Doan Construction Co 3670 Carpenter Road Ypsilanti, MI 48197 Phone: 734-971-4678		Lacaria Concrete Construction, Inc. 3720 Central Avenue Detroit, MI 48210 Phone: 313-843-3865		Fonson Company, Inc 7644 Whitmore Lake Road Brighton, MI 48116 Phone: 810-231-5188		Best Asphalt, Inc 6334 N Beverly Plaza Romulus, MI 48174 Phone: 734-729-9440		Erie Construction LLC 22051 Commerce Drive Woodhaven, MI 48183 Phone: 734-676-8689		Audia Concrete Construction, Inc 2985 Childs Lake Rd Milford, MI 48381 Phone: 248-676-9570	
53	Sidewalk, Conc, 6 inch	1560 Sft	$ 11.40	$ 17,784.00	$ 8.50	$ 13,260.00	$ 9.50	$ 14,820.00	$ 8.80	$ 13,728.00	$ 13.50	$ 21,060.00	$ 12.00	$ 18,720.00
54	Curb Ramp, Conc, 6 inch	150 Sft	$ 11.40	$ 1,710.00	$ 9.50	$ 1,425.00	$ 15.00	$ 2,250.00	$ 14.30	$ 2,145.00	$ 19.00	$ 2,850.00	$ 15.00	$ 2,250.00
55	Pavt Mrkg, Polyurea, 12 inch, Crosswalk	20 Ft	$ 9.05	$ 181.00	$ 100.00	$ 2,000.00	$ 9.05	$ 181.00	$ 10.00	$ 200.00	$ 9.05	$ 181.00	$ 19.00	$ 380.00
	Subtotal Category 2 - Mid-Block Crossing (Alt A) (ITEM 41-55 incl.):			**$ 110,403.40** [4]		**$ 49,393.00**		**$ 42,353.00**		**$ 58,602.40**		**$ 52,428.00**		**$ 62,139.00**
	Subtotal Category 1 - Ridge Road Sidwalk:			**$ $442,528.35**		**$ $471,233.00** [2]		**$ $499,070.99**		**$ $545,808.75**		**$ $594,313.00**		**$ $637,446.00**
	Subtotal Category 2 - Mid-Block Crossing (Alt A):			**$ 50,443.40**		**$ 49,393.00**		**$ 42,353.00**		**$ 58,602.40**		**$ 52,428.00**		**$ 62,139.00**
	Total Bid Amount (Categories 1 & 2 incl.):			**$ $492,971.75**		**$ $520,626.00** [3]		**$ $541,423.99**		**$ $604,411.15**		**$ $646,741.00**		**$ $699,585.00**

CORRECTIONS

[1] Amount adjusted to reflect bidder's multiplication error
[2] Category 1 total adjusted to reflect bidder's above errors
[3] Total adjusted to reflect bidder's error
[4] Total based on lines 41-55

P:\0000_0100\0098230020_Ridge_Rd_Sidewalk\PM\Bidding\[Bid Tab 0098230020.xls]Sheet1

Township Supervisor
Brenda L. Stumbo
Township Clerk
Heather Jarrell Roe
Township Treasurer
Stan Eldridge

YPSILANTI TOWNSHIP
— RESIDENTIAL SERVICES DEPARTMENT —

Trustees
Ryan Hunter
John Newman II
Gloria Peterson
Debbie Swanson

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: John Hines, Municipal Services Director

Date: November 30, 2023

Subject: Request Authorization to accept the low quote for $198,614.90 from Lynch Construction, LLC for the Green Oaks Golf Course Bathroom Renovations.

The Residential Services Department is requesting authorization to accept the low quote and authorize the signing of the agreement with Lynch Construction, LLC for $198,614.90 for the repair of the Green Oaks Golf Course Bathroom Renovations budgeted in GL#101-902-981.100.

Stantec has reviewed Lynch's references and completed work list and verified their experience on similar projects. Based on their review of the provided references, and the bids received, they believe that Lynch has the ability to perform the work satisfactorily on this project. Repairs will focus on the two (2) on course restrooms and the two (2) restrooms in the maintenance garage.

The Board of Trustees previously approved at the October 17th, 2023 meeting for Stantec to seek bids for the Bathroom Renovations. Bids were opened on November 27th, 2023 and two were submitted. 20 companies downloaded the RFP. Bids received are listed below:

Lynch Construction, LLC: $198,614.90

A.R. Brouwer: $375,000.00

Thank you for consideration.

Stantec Consulting Michigan Inc.
1168 Oak Valley Drive, Suite 100, Ann Arbor MI 48108

November 30, 2023
File: 2075154401

Attention: Mr. John Hines, CPRP
Municipal Services Director
Charter Township of Ypsilanti
7200 South Huron River Drive
Ypsilanti, MI 48197

Dear Director Hines,

Reference: Golf Course Toilet Room and Shop Toilet Room Renovation Package (300), Bid Review

Pursuant to your direction, bids for the above-referenced project were received at the Clerk's Office on Thursday, November 16, 2023, where they were opened and read aloud at 10:00 AM. A total of two (2) bids were received, ranging from a low bid in the amount of $198,614.90 for the base bid, submitted by Lynch Construction, LLC (Lynch) of Bridgeport, Michigan to a high bid in the amount of $375,000.00 for the base bid submitted by AR Brouwer (Brouwer) of Dexter, Michigan. A bid tabulation has been enclosed summarizing all of the bids that were received for the project.

Stantec has reviewed Lynch's references and completed work list and verified their experience on similar projects. Based on our review of the provided references, and the bids received, we believe that Lynch has the ability to perform the work satisfactorily on this project. Lynch is therefore deemed the lowest responsive, responsible bidder for the above referenced project (i.e., base bid) in the amount of ONE HUNDRED NINETY-EIGHT, SIX HUNDRED FOURTEEN THOUSAND, and 90/100 Dollars ($198,614.90).

Should the Township choose to award a contract to Lynch, we would be pleased to prepare the contracts for execution, obtain the required bonds and insurance, and schedule a preconstruction meeting to initiate this project. We would like to thank you for this opportunity to provide services for the Township.

Regards,

Stantec Consulting Michigan Inc.

Lindsay Woods AIA, NCARB, LEED® Green Associate
Project Manager
Phone: 248 376 7972
Lindsay.Woods@stantec.com

Stantec Consulting Michigan Inc.

Mark Pascoe PE, LEED® AP, ENV SP
Principal
Phone: 734 214 1865
Mark.Pascoe@stantec.com

Attachment: Bid Tabulation

ws u:\2075154401\specifications from ann arbor\ypsi 300 package\let_hines_package 300_bid_review_20231130.docx

Stantec

Bid Tabulation
for
Contract Documents
for the
Golf Course Toilet Room and Shop Toilet Room
Renovation Package (300)
for Ypsilanti Township

Bid Opening: Thursday, November 16, 2023
10:00 AM, local time

2075154401

				Lynch Construction LLC		AR Brouwer	
CONTRACTOR:				6200 Baron Drive		2830 Baker Road, Suite 100	
				Bridgeport, MI 48722		Dexter, MI 48130	
				989-954-3855		734-426-9980	
No.	**Item**	**Qty.**	**Units**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
1	300 Package	1	LS		$ 118,720.80	$ 349,000.00	$ 349,000.00
2	300 Owner Allowance	1	LS		$ -	$ -	$ -
3	300 Misc. Painting and Touch-up Allowance			$ 2,000.00	$ 7,150.00	$ 2,000.00	$ 2,000.00
4	300 Misc. Patch and Repair Allowance			$ 2,000.00	$ 2,624.60	$ 2,000.00	$ 2,000.00
5	300 Misc. Floor Infill			$ 2,000.00	$ 1,782.00	$ 2,000.00	$ 2,000.00
6	300 Misc. Plumbing Allowance			$ 12,000.00	$ 43,890.00	$ 12,000.00	$ 12,000.00
7	300 Misc. HVAC Allowance			$ 2,000.00	$ 3,217.50	$ 2,000.00	$ 2,000.00
8	300 Misc. Electrical Allowance			$ 6,000.00	$ 21,230.00	$ 6,000.00	$ 6,000.00
9	300 Recommended Allowance				$ -	$ -	$ -
TOTAL BID PRICE (ITEM NOS. 1 THROUGH 9):					**$ 198,614.90**		**$ 375,000.00**

Township Supervisor
Brenda L. Stumbo
Township Clerk
Heather Jarrell Roe
Township Treasurer
Stan Eldridge

YPSILANTI TOWNSHIP
— RESIDENTIAL SERVICES DEPARTMENT —

Trustees
Ryan Hunter
John Newman II
Gloria Peterson
Debbie Swanson

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: John Hines, Municipal Services Director

Date: November 29, 2023

RE: Request Authorization to seek sealed bids for the renovation of the Civic Center Pond.

The Residential Services Department with OHM Advisors is requesting authorization to seek sealed bids for the renovation of the Civic Center Pond.

At the June 20, 2023 BOT meeting OHM was approved to prepare the bid documents, assist in the bid recommendation and oversee the construction of the Pond renovations. The project will include dredging the existing pond, while increasing depth to improve water quality overall. In preparation for the work, OHM with Township Board approval relocated wildlife from the pond in October 2023.

Primary work requested in bid documents:

- Creating a 20-foot wide embankment along the building for lawn mowing.
- Configuring fountains to enhance aesthetics and water circulation.
- Design ad alter geometry to provide easier access to the proposed fountain locations.
- Installing a valve at the pond's outlet for improved pond management.
- Stabilizing pond banks with natural stone for soil, sediment, and erosion control.
- Waterproofing the building wall adjacent to the pond.
- Providing a bentonite seal for enhanced water impermeability and detention.
- Placing quality topsoil to promote vegetation growth and enhance the pond perimeter landscape

Staff and representatives from OHM will return to the Board of Trustees to recommend and award the selection of a bidder at the February 6th, 2024 meeting. Construction will commence early Spring 2024 with a projected completion date of June 7th, 2024.

Please find attached this memorandum the proposed construction documents and the bidding package as created by OHM Advisors.

CONTRACT DOCUMENTS
FOR
CIVIC CENTER POND
REHABILITATION

CHARTER TOWNSHIP
OF YPSILANTI
YPSILANTI, MI 48197

OHM Advisors
34000 Plymouth Road
Livonia, Michigan 48150

0098-23-0060
December 18, 2023

Civic Center Pond Rehabilitation
Charter Township of Ypsilanti
0098-23-0060
TABLE OF CONTENTS

Page No.

Bidding Requirements

Advertisement for Bid AB-1
Instructions to Bidders IB-1-3
Supplemental Instructions to Bidders SIB-1-3
Insurance Specifications IS-1-4
Bid Form BF-1-7
Bid Guarantee BG-1
Bid Bond BB–1-3
Statement of Qualifications SQ-1-3
Subcontractor Listing SL-1-2
Iran Linked Business Certification IL-1-2

Contract Forms

Agreement *(Contract)* AG-1-6
Performance Bond PFB-1-4
Payment Bond PYB-1-3
Maintenance and Guarantee Bond MG-1-2
Contractor's Affidavit CA-1
Contractor's Declaration CD-1
Sworn Statement SW-1-2

Conditions of the Contract

General Conditions GC-1-20

General Specifications

General Specifications GS-1-6

Technical Specifications

Earthwork EA-1-9
Storm Sewer Construction ST-1-8
Digital Recorded Video Survey DV-1-4
Restoration R-1-8
Method of Payment MP-1-9
Supplemental Specifications SS-1-15

Appendices

Appendix A: Geotechnical Report
Appendix B: Landscaping
Appendix C: Prevailing Wage Requirements
Appendix D: Pond Liner
Appendix E: Building Waterproofing

ADVERTISEMENT FOR BID

Civic Center Pond Rehabilitation
Charter Township of Ypsilanti
December 18, 2023

Sealed Bids for Civic Center Pond Rehabilitation will be received at the office of the Charter Township of Ypsilanti until 11:00 am local time, on January 23, 2024, by the office of the Municipal Services Director located at 7200 S Huron River Dr, Ypsilanti, MI 48197. The approximate quantities of major items of work involved are as follows:

Complete rehabilitation of the existing 85,000 sft pond adjacent to the Civic Center.

The issuing Office for the Bidding Documents is the office of the ENGINEER, Orchard, Hiltz, & McCliment, Inc., d/b/a OHM Advisors. Bidding documents may be examined at the following locations after December 18, 2023, at 2:00pm: OHM Advisors Online Plan Room (Download Fee may apply), ohm-advisors.com: Dodge Construction Network, construction.com; Construct Connect, constructconnect.com; the Construction Association of Michigan (CAM), cam-online.com; MITN Purchasing Group, Bidnetdirect.com; and Charter Township of Ypsilanti, 7200 S Huron River Dr., Ypsilanti, MI 48197. Neither Owner nor ENGINEER will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office. Bidders should direct correspondence to the ENGINEER.

Copies thereof may be obtained on or after 2:00 pm, local time, December 18, 2023, at the office of the ENGINEER, Orchard, Hiltz & McCliment, Inc., 34000 Plymouth Road, Livonia, MI 48150. A fee of fifty-five dollars ($55.00) non-refundable will be charged for each set of Contract Documents. An additional fee of fifteen dollars ($15.00) non-refundable will be charged for each set of Contract Documents which are mailed.

Bid Security in the form of a Bid Bond for a sum no less than 5% of the amount of the Bid will be required with each Bid.

The OWNER reserves the right to accept any Bid, reject any Bid, or waive irregularities in Bids.

No Bid may be withdrawn for a period of 60 calendar days after the scheduled closing time for receipt of the Bids.

No pre-bid meetings are scheduled for this project.

John Hines, Municipal Services Director
Charter Township of Ypsilanti

INSTRUCTIONS TO BIDDERS

1. BIDS

A. Sealed Bids will be received as per Advertisement for Bids.

B. Bid Forms shall be submitted only on forms provided by the ENGINEER and shall be of the type specified in the Bid Form.

C. Bid Forms must be completed legibly in ink or by typewriter. In case of a discrepancy between the unit price and the extended amount, the unit price shown shall govern. Illegibility of any figure or word in the Bid Form may be sufficient cause for rejection of the Bid by the OWNER.

D. Bid Forms shall be enclosed in sealed envelopes marked with the name of the project and Bidder and shall be delivered to the OWNER at the place specified in the Advertisement for Bids on or before the time specified in the Advertisement for Bids.

E. Bid Forms shall be made in full conformity with all the conditions set forth in the drawings and in these specifications

2. NAME AND STATUS OF BIDDER

A. The name and legal status of Bidder, that is, as a corporation, partnership or individual, shall be stated in the Bid Form.

B. Anyone signing a Bid Form as an agent of another or others must submit with the Bid Form legal evidence of his authority to do so.

C. The place of residence of each Bidder, or the office address in the case of a firm or company, with county and state, must be given after his signature. Phone and fax numbers are also required.

3. BID SECURITY

Each Bid must be in the form requested in the Advertisement for Bid. The CONTRACTOR shall complete and sign the Bid Guarantee form (page BG-1). If a Bid Bond is requested, it must be from a Treasury Listed surety company licensed to do business in the state of Michigan in the amount as stated in the Advertisement for Bid, payable to the OWNER as a guarantee on the part of the Bidder that he will, if called upon, enter into the attached Agreement.

4. BONDS

A. CONTRACTOR will be required to furnish performance and payment bonds each equal to one-hundred percent (100%) of the Contract Sum. The bonds shall be the OWNER's guarantee of the faithful performance and payment of all the CONTRACTOR's obligations under the Agreement. These bonds shall remain in effect for the period as stated in each bond’s provisions.

B. Maintenance and Guarantee Bonds shall be required.

5. INSPECTION OF SITE

A. Before submitting a Bid Form, each Bidder shall personally inspect the site of the proposed work to arrive at a clear understanding of the conditions under which the work is to be done.

B. Each Bidder shall be held to have compared the premises with the Bid documents and to have satisfied himself as to conditions of the premises, existing construction and any other conditions

affecting the carrying out of the work before delivery of his Bid Form.

C. No allowance or extra consideration on behalf of the CONTRACTOR will subsequently be allowed by reason of error or oversight on the part of the CONTRACTOR or on account of interference by the OWNER's or other CONTRACTOR's activities.

6. TIME OF COMPLETION

Time of completion will be as stated in the Agreement.

7. EXPLANATION TO BIDDERS BY ADDENDA

A. Neither the OWNER nor the ENGINEER will give verbal answers to inquiries regarding the meaning or intent of the Contract Documents prior to award of the Contract. Any verbal statements regarding same by any person prior to the award shall be without legal effect.

B. Explanations desired by Bidders shall be requested of the ENGINEER in writing and, if explanations are necessary, a reply will be made in the form of an addendum, a copy of which will be forwarded to each Bidder of Record whose work is affected.

C. Addenda issued to Bidders prior to date of receipt of Bid Forms shall become a part of the Contract Documents, and all Bid Forms shall include the work described in the Addenda.

D. No inquiry received within four (4) business days of the date fixed for opening of the Bids will be given consideration.

E. Failure of the ENGINEER to send, or the Bidder to receive, any such interpretations shall not relieve the Bidder from obligation under his Bid as submitted.

F. Bidder of Record is defined as an individual, partnership or corporation having purchased a set of Bid Documents from the ENGINEER.

8. EXPERIENCE AND FINANCIAL STATEMENT

A. It is the intention of the OWNER to award the Contract to a contractor fully capable, both financially and as regards to experience to perform and complete the work in a satisfactory manner. Each Bidder must complete the Statement of Qualifications, which follows the Bid Form. If required by the OWNER, each Bidder under consideration may be required to submit additional evidence of qualifications.

B. Each Bidder under consideration must be able to demonstrate that the Bidder has successfully completed projects of a similar nature and scope within the last two years.

9. SUBCONTRACTORS

Bidder shall submit to OWNER a list of all subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of work as to which such identification is so required. If requested by the OWNER, the apparent successful Bidder and any other Bidder so requested, will, within ten (10) days after the day of Bid opening, submit a Statement of Qualifications with pertinent information as to similar projects and other evidence of qualification for each such subcontractor, person and organization if requested by the OWNER.If the OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed subcontractor, other person or organization, OWNER may request the apparent successful Bidder to submit an acceptable

substitute without an increase in Bid price. If the apparent successful Bidder declines to make any such substitutions, the Contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any subcontractor, other person or organization so listed and to whom the OWNER or ENGINEER does not make written objection prior to signing of the Agreement will be deemed acceptable to the OWNER and ENGINEER.

10. AWARD OF CONTRACT

The OWNER reserves the right to accept any Bid, to reject any or all Bids, and to waive defects or irregularities in any Bid for any reason or no reason at all. The OWNER also reserves the right to award some, none, or all of the Contract.

11. LIQUIDATED DAMAGES/INCENTIVES

A. If the CONTRACTOR fails to complete all the work within the time stipulated, he will be assessed liquidated damages as set forth in the Agreement.

B. If set forth in the Agreement, incentives will be paid by OWNER to CONTRACTOR at the rate specified in the Agreement, when the work is completed prior to the time specified in the Agreement.

12. TAXES

The Bidder shall include in the base Bid and shall pay all applicable federal, state and local taxes of whatever character and description.

End of Section

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

These Supplemental Instructions to Bidders (SIB) amend or supplement the Instructions to Bidders. All provisions that are not so amended or supplemented remain in full force and effect.

A. Time of Completion & Construction Schedule

Prior to the execution of the Contract, the CONTRACTOR shall submit an outline of his proposed order of work and indicate dates for completing the major items of work. Major items shall be considered to be the regrading of the existing pond and adjacent area along with the associated pond liner removal and replacement. This schedule, when approved by the OWNER, shall become part of the Contract.

A pre-construction meeting shall be arranged prior to the start of work. The CONTRACTOR shall bring a tentative schedule to the pre-construction meeting. At this time, all Contract requirements shall be reviewed.

It is anticipated that construction will begin on February 26, 2024. The CONTRACTOR shall complete the proposed work, including final tests thereof, in order to have the pond reconstruction finished as of the substantial completion date. Final cleanup and restoration shall be finished by the project completion date, unless otherwise directed in writing by the OWNER or its ENGINEER.

Summary of anticipated dates:

Contract Award.....February 6, 2024

Notice to Proceed..... February 23, 2024

Construction Start Date.....February 26, 2024

Substantial Completion Date .....May 24, 2024

Project Completion .....June 7, 2024

All requests for extensions of time shall be submitted in writing in accordance with Section 15 of the General Conditions. Such requests shall:

1. Detail the reason for the request.
2. Provide a realistic revised completion date.
3. Indicate any other areas that may be impacted by such an extension.

The CONTRACTOR shall request a deadline extension as soon as it has become apparent the completion date is unreasonable. In no case will a request be considered if it is submitted after the originally required completion date has passed.

The CONTRACTOR shall note that since construction will be permitted to start in the winter months there may be extended periods of time where work will need to be shut down due to inclement weather. In the event this happens, or if the CONTRACTOR choses to temporarily pause operations, the site shall be left in a clean manner until work resumes. Additionally, it

is expected of the CONTRACTOR to not leave the site operation, unless weather is the determining cause, for more than two (2) weeks at a time.

B. Geotechnical Data

Site geotechnical data can be found in the report completed by G2 Consulting Group. This report is included in Appendix A.

C. Environmental Assessment/Existing Conditions

No environmental work is anticipated to be necessary by the contractor. The pond water drawdown is being performed by the Township and all necessary species relocation efforts have been completed by authorized personnel.

D. Permits

The following permits will be required for project construction. The CONTRACTOR is required to comply with all terms and conditions of the permit as incidental to the unit prices bid and no extra compensation will be allowed.

a. Permitting Agency: Charter Township of Ypsilanti - SESC

Contact at Agency: Dave Bellers

Phone number: (734) 544-4000

Permit Fee: estimated $1,000

Bond Amount (if applicable): N/A

Date of Application: TBD

Person Responsible for Acquiring the Permit: Contractor

Date Permit issued if already in hand: TBD

Application has been made by the Engineer for the permits identified above. Unless otherwise indicated, the CONTRACTOR must secure the permits prior to the start of construction and shall be responsible for all associated fees, deposits, bonds, proof of insurance, etc. The Contractor shall also be responsible for arranging for inspection by the governing agencies.

Work cannot proceed until all permits are obtained.

E. Minimum Wage Requirements

The OWNER has specific minimum wage requirements that are as follows:

Davis-Bacon Act, July 2, 1964 (Title 40, USC, 276A)

Anti-Kickback Act (Title 18, USC 874)

U.S. Department of Labor Regulations and Standards (Title 29, 1, 3 and 5)

Equal Employment Opportunity Act, September 18, 1965 (Executive Order No. 11246)

Federal Occupational Safety and Health Act of 1970

Housing and Urban Development Act of 1968, Section 3, as amended, 12 USC, 1701u.

See the Supplemental Specifications for additional information.

F. Pre-bid Meeting

An optional pre-bid meeting will be held via Zoom on January 11, 2024, at 10:00 am. The information needed to access this meeting is provided below.

Join Zoom Meeting
https://ohm-advisors.zoom.us/j/99671816898?pwd=SXN1V3ppdlFhTWdTRU8xUkdQbW5qdz09

Password: 070035

One tap mobile
+13017158592,,99671816898# US

Join by Telephone
+1 301 715 8592 US
Meeting ID: 996 7181 6898
Password: 070035

INSURANCE SPECIFICATIONS

1. LIABILITY OF CONTRACTOR

The Contractor shall take all responsibility for the work and shall provide barricades, watchmen and lights, and take all precautions for preventing injuries to persons and property on or about the work; shall bear all losses resulting to him on account of the amount or character of the work or because the nature of the ground in which the work is done is different from what was estimated or expected, or on account of weather, floods, elements or other cause; and shall assume defense of, indemnify and save harmless the party of the first part and its individual officers and agents from all claims relating to labor, equipment and materials furnished for the work, inventions, patents and patent rights used in doing the work, also to injuries to any person or property received or sustained by or from the CONTRACTOR, his agents or employees.

The mention of any specific duty or liability of the CONTRACTOR in any part of the specifications shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the CONTRACTOR by the specifications.

INDEMNIFICATION - HOLD HARMLESS AGREEMENT

The CONTRACTOR agrees to indemnify, defend, and save harmless the OWNER and ENGINEER, their consultants, agents, and employees, from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the OWNER and ENGINEER, their consultants, agents, and employees for damages to property and for damages because of bodily injury, including death at any time resulting therefrom, arising out of or in consequence of the performance of this work, whether such injuries to persons or damage to property is due, or claimed to be due, to the negligence of the CONTRACTOR, his subcontractors, the OWNER, the ENGINEER, and their consultants, agents, and employees, except only such injury or damage as shall have been occasioned by the sole negligence of the OWNER, the ENGINEER, and their agents and/or consultants.

COMPOSITION OF THE CONTRACTOR

If the CONTRACTOR hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

2. INSURANCE

2.1. Insurance Required of the CONTRACTOR:

Prior to commencement of work, the CONTRACTOR shall purchase and maintain during the term of the project such insurance as will protect him, the OWNER(s), and Orchard, Hiltz & McCliment, Inc., Consulting Engineers, from claims arising out of the work described in this Contract and performed by the CONTRACTOR, subcontractor(s) or sub-subcontractor(s) consisting of:

2.1.1. Workers' Compensation Insurance including Employer's Liability to cover employee injuries or disease compensable under the Workers' 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.

2.1.2. 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 or subcontractors employed by him.

D. Contractual Liability for the obligation assumed in the Indemnification or Hold Harmless agreement found under Part l of this Section.

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.

2.1.3. 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 the 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 Comprehensive General Liability and Comprehensive Auto Liability be written by the same insurance carrier, though not necessarily in one policy.

2.1.4. CONTRACTOR will purchase for the OWNER an Owner's Protective Liability policy to protect the OWNER; the ENGINEER (Orchard, Hiltz & McCliment, Inc.); 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) or the sub-subcontractor(s) under this Contract.

2.1.5. 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, and Orchard, Hiltz & McCliment, Inc., Consulting Engineers, 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, collapse, vandalism, theft and earthquake, with exclusions normal to the cover. The CONTRACTOR may arrange for such deductibles as he deems to be within his ability to self-assume, but he will be held solely responsible for the amount of such deductible and for any co-insurance penalties. Any insured loss shall be adjusted with the OWNER and CONTRACTOR and paid to the OWNER and CONTRACTOR as Trustee for the other insureds.

2.1.6. Umbrella or Excess Liability

The OWNER or its representative may, for certain projects, require limits higher than those stated in paragraph. 2.2 that follows. 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.

2.1.7. Railroad Protective Liability

Where such an exposure exists, the CONTRACTOR will provide coverage in the use 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 limits

of liability shall be determined by the railroad company(ies) involved.

2.2. Limits of Liability

The required limits of liability for insurance coverages requested in Section 2.1 shall be not less than the following:

2.2.1. Worker's Compensation

Coverage A Compensation	Statutory
Coverage B Employer's Liability	$100,000

2.2.2. Comprehensive General Liability

Bodily Injury - Each Occurrence	$500,000
Bodily Injury - Aggregate (Completed Operations)	$500,000
Property Damage - Each Occurrence	$100,000
Property Damage - Aggregate	$500,000
or combined single limit	$1,000,000

2.2.3. Comprehensive Automobile Liability

Bodily Injury	$500,000
Property Damage	$200,000
or combined single limit	$1,000,000

2.2.4. Owner's Protective

Bodily Injury- Each Occurrence	$1,000,000
Property Damage- Each Occurrence	$250,000
Property Damage- Aggregate	$500,000
or combined single limit	$1,500,000

2.2.5. Builder's Risk-Installation Floater

Cost to replace at time of loss

2.2.6. Umbrella or Excess Liability

$2,000,000

2.3. Insurance - Other Requirements

2.3.1. Notice of Cancellation or Intent Not to Renew

Policies will be endorsed to provide that at least thirty (30) days written notice shall be given to the OWNER and the ENGINEER of cancellation or of intent not to renew.

2.3.2. Evidence of Coverage

Prior to the commencement of 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 (1) they include all items prescribed in the Owner's Form of Certificate, including agreement to cancellation provisions outlined in Paragraph 2.3.1 above, and (2) they have the written approval of the OWNER and ENGINEER. The OWNER reserves the right to request complete copies of the 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.

A. Insurance Required for the CONTRACTOR

i. Workers' Compensation and Employers' Liability Comprehensive General Liability, including:

a. All premises and operations.

b. Explosion, collapse, and underground damage.

c. Contractors' 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.

ii. Comprehensive Automobile Liability, including owned, non-owned, and hired vehicles.

iii. Umbrella or Excess Liability.

B. Insurance Required for the OWNER

Owners' Protective Liability which names as insured(s) the OWNER; the ENGINEER, Orchard, Hiltz & McCliment, Inc.; their consultants, agents, employees and such public corporations in whose jurisdiction the work is located.

C. Insurance Required for the CONTRACTOR and the OWNER

Builders Risk-Installation Floater which names as insured(s) the OWNER; the ENGINEER, Orchard, Hiltz & McCliment, Inc.; their consultants, agents and employees; the CONTRACTOR and all subcontractors.

2.3.3. Qualification of Insurers

In order to determine the financial strength and reputation of insurance carriers, all companies providing coverages required shall be licensed or approved by the Office of Financial and Insurance Services of the State of Michigan. The company shall also have a financial rating not lower than X and a policyholder's service rating no lower than A as listed in A.M. Best's Key Rating Guide, current edition. Companies with ratings lower than A:X will be acceptable only upon the written consent of the OWNER

End of Section

BID FORM

Civic Center Pond Rehabilitation
Charter Township of Ypsilanti

THIS BID IS SUBMITTED TO:
Charter Township of Ypsilanti
7200 S Huron River Dr

Ypsilanti, MI 48197

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

Bidder accepts all of the terms and conditions of the Advertisement to Bid, Instructions to Bidders and Supplemental Instructions to Bidders.

In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addenda No.	Addenda Date	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Bidder has visited the site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified in the Supplemental Instructions to Bidders, and (2) reports and drawings of a hazardous environmental condition, if any, which has been identified in the Supplemental Instructions to Bidders.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be

employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, exploration, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID FORM for
CIVIC CENTER POND REHABILITATION
Charter Township of Ypsilanti, Washtenaw County, State of Michigan
OHM Job Number: 0098-23-0060

Category 1 - MISCELLANEOUS

Item	Description	Estimated Quantity		Unit Price	Amount
1	Permit Fees Allowance	1.00	Dlr	$ _____	$ _____
2	Audio Video Route Survey	1.00	LSUM	$ _____	$ _____
3	Mobilization, Max 5%	1.00	LSUM	$ _____	$ _____
4	Electrical Allowance	1.00	Dlr	$ _____	$ _____

Subtotal Category 1 (ITEM 1-4 incl.): $ _____

Category 2 - CONSTRUCTION

Item	Description	Estimated Quantity		Unit Price	Amount
5	Embankment, CIP	2000.00	Cyd	$ _____	$ _____
6	Earthwork	1.00	LSUM	$ _____	$ _____
7	Erosion Control, Inlet Protection, Fabric Drop	1.00	Ea	$ _____	$ _____
8	1" x 3" Aggregate, Access Road	187.00	Ton	$ _____	$ _____
9	Geotextile, Stabilization, Woven	11243.00	Syd	$ _____	$ _____
10	Building Waterproofing	1.00	LSUM	$ _____	$ _____
11	Pond Liner	11900.00	Syd	$ _____	$ _____
12	Riprap, Plain	2589.00	Syd	$ _____	$ _____
13	Turf Establishment	7445.00	Syd	$ _____	$ _____

Subtotal Category 2 (ITEM 5-13 incl.): $ _____

Category 3 - LANDSCAPING

Item	Description	Estimated Quantity		Unit Price	Amount
14	Acer x freemanii 'Autumn Blaze'	2.00	Ea	$ _____	$ _____
15	Amelanchier x grandiflora 'Autumn Brilliance'	3.00	Ea	$ _____	$ _____
16	Asclepias incarnata	282.00	Ea	$ _____	$ _____

17	Asclepias tuberosa	770.00	Ea	$	$
18	Betula nigra	3.00	Ea	$	$
19	Carex pensylvanica	933.00	Ea	$	$
20	Ceanothus americanus	226.00	Ea	$	$
21	Echinacea purpurea	47.00	Ea	$	$
22	Fraxinus americana 'Autumn Purple'	4.00	Ea	$	$
23	Hypericum pyramidatum	194.00	Ea	$	$
24	Iris versicolor	207.00	Ea	$	$
25	Picea glauca 'Pendula'	4.00	Ea	$	$
26	Thuja Occidentalis	5.00	Ea	$	$
27	Watering and Cultivating, 1st Season, Min $9,000	1.00	LSUM	$	$
28	Watering and Cultivating 2nd Season, Min $12,000	1.00	LSUM	$	$

Subtotal Category 2 (ITEM 14-28 incl.): $

Subtotal Category 1: $
Subtotal Category 2: $
Subtotal Category 3: $

Total Bid Amount (Categories 1-3 incl.): $

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price bid items will be based on actual quantities constructed in accordance with the Contract Documents.

Bidder agrees that the Work will be Substantially Complete on or before May 24, 2024, and completed and ready for final payment in accordance with the General Conditions on or before June 7, 2024.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

The following documents are attached to and made a condition of this Bid:

- Bid Guarantee (circle one): Bid Bond
- Statement of Qualifications
- Subcontractor Listing
- Legal Status of Bidder

SUBMITTED on _____ , 20 _____

State Contractor License No. _____ . (If applicable)

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

_____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

_____

Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Attest: _____ (CORPORATE SEAL)
(Signature of Corporate Secretary)

Business address: _____

_____

Phone No.: _____ FAX No.: _____

Date of Qualification to do business is: _____

A Joint Venture

Joint Venture Name: _____ (SEAL)

By: _____

(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title:

Business address: _____

_____

Phone No.: _____ FAX No.: _____

Joint Venture Name: _____ (SEAL)

By: _____

(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title:

Business address: _____

_____

Phone No.: _____ FAX No.: _____

Phone and FAX Number, and Address for receipt of official communications.

_____

_____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

BID GUARANTEE

The undersigned attaches bid security in the form of a BID BOND / CERTIFIED CHECK / CASHIER'S CHECK (Circle one) in the amount of _____

_____

Dollars ($_____).

The undersigned agrees, if awarded the Contract, to deliver the executed Agreement and bonds and furnish evidence of insurance within fourteen (14) business days after the date of the Notice of Award. And to complete the proposed work within the time specified in the Bid Form.

If the Bid is accepted by the OWNER, and the undersigned shall fail to enter into the Agreement as aforesaid and to furnish the required surety bonds within fourteen (14) business days after Notice of Award, the Bid Bond in the amount of $_____ accompanying this Bid shall be considered due and payable to the OWNER.

If the undersigned enters into the Agreement in accordance with this Bid or if his Bid is rejected, then the accompanying Bid Guarantee shall be voided.

In submitting this Bid, it is understood that the right is reserved by the OWNER to reject any or all bids, to waive irregularities and/or formalities and, in general, to make award in any manner deemed by it, in its sole discretion, to be in the best interest of the OWNER.

SIGNED AND SEALED THIS _____ DAY OF _____ , 20 _____

Authorized Signature of Bidder: _____

_____

_____

(TITLE) _____

(SEAL)

BID BOND

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

Charter Township of Ypsilanti

7200 S Huron River Dr

Ypsilanti, MI 48197

BID

BID DUE DATE: January 23, 2024

PROJECT (Brief Description Including Location):

Complete rehabilitation of the existing 85,000 sft pond adjacent to the Civic Center.

BOND

BOND NUMBER: _____

DATE (Not later than Bid due date): _____

PENAL SUM: _____ _____
(Words) (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER	SURETY
(Seal)	(Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____ Signature and Title	By: _____ Signature and Title
	(Attach Power of Attorney)
Attest: _____ Signature and Title	Attest: _____ Signature and Title

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Document.

3. This obligation shall be null and void if:

   3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

   3.2. All Bids are rejected by OWNER, or

   3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time of issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

End of Section

STATEMENT OF QUALIFICATIONS

Bidder must answer all questions. If more space is needed to complete a question, attach a separate sheet. Bidder may submit any additional information.

Name: _____

Address: _____ Phone: _____

_____

Number of years operating under your present name: _____

Bonding Capacity: _____

Bonding Company: _____ Phone: _____

Prequalified by MDOT to bid on projects of this magnitude and type of work

(circle one) YES NO Prequalification Number: _____

General nature of work performed by your company: _____

_____

_____

Background and experience of the principal members of your organization including officers:

_____

_____

_____

Major equipment available for this contract: _____

_____

_____

_____

CURRENT PROJECTS:

	Project	Project	Project
Name:			
Owner:			
Contact Person:			
Phone:			
Contract Amount:			
Completion Date:			
% Complete:			

COMPLETED PROJECTS:

	Project	Project	Project
Name:			
Owner:			
Contact Person:			
Phone:			
Contract Amount:			
Date Completed:			

Additional information that may be pertinent to demonstrate your ability to complete this project.

Has your company defaulted on a contract? _____

If yes, where and why? _____

_____

I hereby certify that the above answers are correct and true.

By: _____
Name

_____
Signature

_____
Title

Number of additional sheets attached: _____

SUBCONTRACTOR LISTING

Bidder submits to use the following subcontractors for performance of the work in accordance with Article 9 of the Instructions to Bidders.

Note to Bidder: List all work you propose to sublet on this Contract. Include each subcontractors name, address, phone, fax and e-mail address. Also include a description of work to be performed by subcontractor. For example: restoration, landscaping, lighting, signage, bore and jack, etc. List approximate dollar value of the subcontract.

NAME, ADDRESS & PHONE NO. OF SUBCONTRACTOR	DESCRIPTION OF WORK	APPROXIMATE DOLLAR VALUE OF SUBCONTRACT
_____	_____	$ _____
_____		
_____		
Phone: _____		
FAX: _____		
E-mail _____		
_____	_____	$ _____
_____		
_____		
Phone: _____		
FAX: _____		
E-mail _____		

_____ _____ $ _____

_____

_____

Phone: _____

FAX: _____

E-mail _____

_____ _____ $ _____

_____

_____

Phone: _____

FAX: _____

E-mail _____

_____ _____ $ _____

_____

_____

Phone: _____

FAX: _____

E-mail _____

IRAN LINKED BUSINESS CERTIFICATION

Pursuant to Michigan Public Act 517 of 2012, any Bidder that submits a bid on a request for proposal with Charter Township of Ypsilanti shall certify that Bidder is not an Iran linked business. An Iran linked business is not eligible to submit a bid on a request for proposal with Charter Township of Ypsilanti. See attached definitions regarding this certification.

The undersigned Bidder does hereby certify, pursuant to Michigan Public Act 517 of 2012, that:

Bidder is not 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, or

Bidder is not 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.

Date: _____ _____

By: _____

Its:_____

Subscribed and sworn to before me, a Notary Public on this_____day of_____,_.

Notary Public _____

_____ County, Michigan

My Commission Expires: _____

DEFINITIONS

(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 exceeds $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.

AGREEMENT

This AGREEMENT is by and between Charter Township of Ypsilanti (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

ARTICLE 1 WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Complete rehabilitation of the existing 85,000 sft pond adjacent to the Civic Center.

ARTICLE 2 THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Civic Center Pond Rehabilitation

ARTICLE 3 ENGINEER

3.01 The Project has been designed by Orchard Hiltz & McCliment, Inc. who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 CONTRACT TIMES

4.01 Time is of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment

A. The Work will be substantially completed on or before May 24, 2024, and completed and ready for final payment on or before June 7, 2024.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 15 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER $800.00/day for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER $800.00/day for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 5.01.A below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work multiplied by the measured quantity of that item as indicated in the Bid Form (Bid Form to be inserted here at the time the Agreement is to be signed.):

As provided in Article 13 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in Article 23 of the General Conditions.

ARTICLE 6 PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

CONTRACTOR shall be paid in accordance with Article 14 of the General Conditions.

ARTICLE 7 CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance of the Work.

CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified in the Supplemental Instructions to Bidders and (2) reports and drawings of a hazardous environmental condition, if any, at the site which has been identified in the Supplemental Instructions to Bidders.

CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

CONTRACTOR does not consider that any further examinations, investigations, exploration, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 CONTRACT DOCUMENTS

8.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Maintenance and Guarantee Bond;
5. General Conditions;
6. General Specifications;
7. Technical Specifications as listed in the table of contents of the Project Manual;
8. Appendices (excluding geotechnical reports);
9. Drawings consisting of a cover sheet and sheets numbered 1 through 11, inclusive, with each sheet (excluding standard details) bearing the following general title: Civic Center Pond Rehabilitation;
10. Addenda (numbers _____ to _____, inclusive);
11. Exhibits to the Agreement (enumerated as follows):
    a. Documentation submitted by CONTRACTOR prior to Notice of Award (pages ___ to ___, inclusive);
    b. _____
12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    a. Written Amendments;
    b. Work Orders;
    c. Change Order(s).

The documents listed in paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8.

ARTICLE 9 MISCELLANEOUS

9.01 Terms

Terms used in this Agreement will have the meanings indicated in the General Conditions.

9.02 Assignment of Agreement

No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and,

specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 Successors and Assigns

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 Severability

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, _____
(which is the Effective Date of the Agreement)

OWNER:	CONTRACTOR:
By: _____	By: _____
(CORPORATE SEAL)	(CORPORATE SEAL)
Attest _____	Attest _____
Address for giving notices: _____	Address for giving notices: _____
_____	_____
_____	_____
	License No. _____
(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER – CONTRACTOR Agreement)	(Where applicable)
	Agent for service of process: _____
	_____
	(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)
Designated Representative:	Designated Representative:
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
Phone: _____	Phone: _____
FAX: _____	FAX: _____

PERFORMANCE BOND

Any singular reference to CONTRACTOR, Surety, OWNER or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business): _____
_____
_____
_____

OWNER:
Charter Township of Ypsilanti
7200 S Huron River Dr
Ypsilanti, MI 48197

CONTRACT
Date:
Amount:
Description: Civic Center Pond Rehabilitation
Charter Township of Ypsilanti

BOND
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and CONTRACTOR, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL	SURETY
Company: _____ (Corp. Seal)	Company: _____ (Corp. Seal)
Signature: _____	Signature: _____
Name & Title: _____	Name & Title: _____ (Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required).

CONTRACTOR AS PRINCIPAL	SURETY
Company: (Corp. Seal)	Company: _____ (Corp. Seal)
Signature: _____	Signature: _____
Name & Title: _____	Name & Title: _____ (Attach Power of Attorney)

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

    3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

    3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

    3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

        3.3.1. The Surety in accordance with the terms of the Contract;

        3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

    4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

    4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

    4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

    4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

        4.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefore to the OWNER; or

4.4.2. Deny liability in whole or in part and notify the OWNER citing reasons therefore.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on the Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

   6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

   6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

   6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on the bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was being performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a

statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR or any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2. Contract: the agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the contract or to perform and complete or comply with the other terms thereof.

End of Section

PAYMENT BOND

Any singular reference to CONTRACTOR, Surety, OWNER or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business): _____
_____
_____
_____

OWNER:
Charter Township of Ypsilanti
7200 S Huron River Dr
Ypsilanti, MI 48197

CONTRACT

Date:

Amount:

Description: Civic Center Pond Rehabilitation
Charter Township of Ypsilanti

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and CONTRACTOR, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL		SURETY	
Company: _____	(Corp. Seal)	Company: _____	(Corp. Seal)
Signature: _____		Signature: _____	
Name and Title: _____		Name and Title: _____ (Attach Power of Attorney)	

(Space is provided below for signatures of additional parties, if required).

CONTRACTOR AS PRINCIPAL		SURETY	
Company: _____	(Corp. Seal)	Company: _____	(Corp. Seal)
Signature: _____		Signature: _____	
Name & Title: _____		Name & Title: _____ (Attach Power of Attorney)	

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

   2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

   2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

   4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

   4.2. Claimants who do not have a direct contract with the CONTRACTOR:

      4.2.1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

      4.2.2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and

      4.2.3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

   6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

   6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR

furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addressee shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in the Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of the Bond or shall permit a copy to be made.

15. DEFINITIONS

    15.1. Claimant: an individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, material or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

    15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

    15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

End of Section

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____ (contractor name), as Principal, and _____, as Surety, are held and firmly bound unto the Charter Township of Ypsilanti, 7200 S Huron River Dr, Ypsilanti, MI 48197, as Owner, in the sum of _____ DOLLARS and _____ CENTS ($ _____) good and lawful money of the United States of America, to be paid to said Charter Township of Ypsilanti, its legal representatives and assigns for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, and each and every one of them jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____ day of _____ A.D. 20 _____ .

WHEREAS, the above named Principal has entered into a certain written Contract with Charter Township of Ypsilanti dated this ____ day of _____ A.D. 20 _____ , wherein the said Principal covenanted and agreed to follows, to-wit: TO CONSTRUCT THE WORK IN ACCORDANCE WITH THE SPECIFICATIONS, CONTRACT DOCUMENTS AND DRAWINGS TITLED: Civic Center Pond Rehabilitation, OHM JOB NO. 0098-23-0060.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that by and under said Contract, the above named Principal has agreed with the Charter Township of Ypsilanti that for a period of __TWO_____year(s) from date of payment of Final Estimate, to keep in good order and repair any defect in all work done under said Contract either by the Principal or his Subcontractors, or his material suppliers, that may develop during said period due to improper materials, defective equipment, workmanship or arrangements, and any other work affected in making good such imperfections, shall also be made good all without expense to the OWNER, excepting only such parts or part of said work as may have been disturbed without consent or approval of the Principal after final acceptance of the work, and that whenever directed to do so by the OWNER by notice served in writing, either personally or by mail, on the Principal at _____ (contractor's city, state, and zip code), _____ legal representatives, or successors, or on the Surety at _____ _____ WILL PROCEED at once to make such repairs as directed by said OWNER; and in case of failure so to do within one week from the date of service of such notice, or within reasonable time not less than one week, as shall be fixed in said notice, then the said OWNER shall have the right to purchase such materials and employ such labor and equipment as may be necessary for the purpose, and to undertake, do and make such repairs and charge the expense thereof to, and receive same from, said Principal or Surety. If any repair is necessary to be made at once to protect life and property, then and in that case, the said OWNER may take immediate steps to repair or barricade such defects without notice to the CONTRACTOR. In such accounting the said OWNER shall not be held to obtain the lowest figures for the doing of the work, or any part thereof, but all sums actually paid therefore shall be charged to the Principal or Surety. In this connection the judgment of the OWNER is final and conclusive. If the said Principal for a period of __TWO__ year(s) from the date of payment of Final Estimate, shall keep said work so constructed under said Contract in good order and repair, excepting only such part or parts of said work which may have been disturbed without the consent or approval of said Principal after final acceptance of same, and shall whenever notice is given as hereinbefore specified, at once proceed to make repair as in said notice directed, or shall reimburse said OWNER for any expense incurred by making such repairs, should the Principal or Surety fail to do as hereinbefore specified, and shall fully indemnify, defend and save harmless the said Owner and Orchard, Hiltz & McCliment, Inc. from all suits and actions for damages of every name and description brought or claimed against it for, or on account of, any injury or damage to person or property received or sustained by any party or parties, by or from any of the acts or omissions or through the negligence of said

Principal, servants, agents or employees, in the prosecution of the work included in said Contract, and from any and all claims arising under the Workman's Compensation Act, so-called, of the State of Michigan, then the above obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____ A.D., 20 _____.

Signed, Sealed and Delivered
In the Presence of:

_____	_____
Signature	Signature
_____	_____
Name	Name
	_____
	Principal
_____	_____
Signature	Signature
_____	_____
Name	Name
	_____
	Surety

CONTRACTOR'S AFFIDAVIT

STATE OF MICHIGAN)

)SS.

COUNTY OF _____)

The undersigned, _____, CONTRACTOR, hereby represents that on _____ , 20_____ he (it) was awarded a Contract by Charter Township of Ypsilanti hereinafter called the OWNER, to construct Civic Center Pond Rehabilitation in accordance with the terms and conditions of Contract No. _____; and the undersigned further represents that the subject work has now been accomplished and the said Contract has now been completed.

The undersigned hereby warrants and certifies that all of his (its) indebtedness arising by reason of said Contract has been fully or satisfactorily secured, and that all claims from subcontractors and others for labor and material used in accomplishing the said project, as well as all other claims arising from performance of said Contract, have been fully paid or satisfactorily secured. The undersigned further agrees that if any such claim should hereafter arise, he (it) shall assume responsibility for same immediately upon request to do so by the OWNER.

The undersigned, for a valuable consideration, receipt of which is hereby acknowledged, does further hereby waive, release and relinquish any and all claims or right of lien which the undersigned now has or may hereafter acquire upon the subject premises for labor and material used in accomplishing said project owned by the OWNER.

This affidavit is freely and voluntarily given with full knowledge of the facts on this _____ day of _____ , 20_____ .

_____

Contractor

By: _____

Title _____

Subscribed and sworn to before me, a Notary Public in and for _____ County, Michigan, on this _____day of _____, 20 _____ .

Notary Public: _____

My Commission expires: _____

CONTRACTOR'S DECLARATION

I HEREBY DECLARE THAT I HAVE NOT, during the period

_____ to

_____ A.D., 20 _____ performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for or claim compensation from Charter Township of Ypsilanti or his agents, in addition to the regular items set forth in the Contract numbered ___ and dated _____ A.D., 20 ____ for the Agreement executed between myself and the OWNER, and in the Change Orders for work issued by the OWNER in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

There (is) (is not) an itemized statement attached.

Date: _____

_____

By: _____

Title: _____

SWORN STATEMENT

State of Michigan
County of: :_____ Date:_____

_____ (deponent) being duly sworn deposes and says:

1. That _____ is the Contractor/Subcontractor for an improvement to the property described on the following page.
2. That the following is a statement of each subcontractor and supplier and laborer, for which the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the Contractor/Subcontractor has Contracted/Subcontracted for performance under the Contract with the Owner or Lessee of the property, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names as follows:

Name of Subcontractor, Supplier or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Amount of Laborer Wages Due but Unpaid	Amount of Labor, Fringe Benefits & Withholdings due but Unpaid

The contracts or subcontracts cited herein are for improvement to the following described real property situated in Washtenaw County, Michigan, described as:

(Insert legal description of property) _____

_____

_____

Commonly known as:

Civic Center Pond Rehabilitation

OHM Job Number:

0098-23-0060

3. That the Contractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above.
4. Deponent further says that he makes the foregoing statement as the Contractor/Subcontractor or as Controller of the Contractor/Subcontractor for the purpose of representing to the owner of the above described premises and his agents that the above described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to Section 109 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being Section 570.1109 of the Michigan Compiled Laws.

WARNING TO OWNER: An Owner of the above described property may not rely on this sworn statement to avoid the claim of a Subcontractor, Supplier or Laborer who has provided a Notice of Furnishing (or a Laborer who may provide a Notice of Furnishing pursuant to Section 109 of the Construction Lien Act) to the Designee or to the Owner if the Designee is not named or has died.

Dated: _____ _____

Signature of Deponent

WARNING TO DEPONENT: A person, who with intent to defraud, gives a false sworn statement is subject to criminal penalties as provided in Section 110 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being Section 570.1110 of the Michigan Compiled Laws.

Subscribed and sworn to before me on: _____ in _____County, Michigan

My commission expires: _____ Signature: _____

GENERAL CONDITIONS

Table of Contents

General 3
1. Definitions 3
2. Contract Documents 3
3. Bonds 4
4. Contract Drawings & Specifications 4
5. Coordination of Contract Documents 4
6. Preconstruction Meeting 5
7. Reuse of Documents 5
8. Availability of Lands 5
9. Physical Conditions 6
10. General Requirements of Materials & Workmanship 6
11. Shop Drawings & Special Drawings 6
12. Changes in Quantities or Plans 7
13. Estimated Quantities 7
14. Payments 7
15. Extension of Time 8
16. Authority 9
17. Progress of Work 9
18. Time is Essence of Contract 9
19. Commencement of Contract Time 9

Owner Responsibilities 9
20. Extra & Force Account Work 9
21. Payments Withheld 12
22. Use of Complete Portions of the Work 12

Engineer Responsibilities 12
23. Engineer During Construction 12
24. Authority & Duties of Construction Observer 12
25. Limitations on Engineer's Responsibilities 13
26. Lines & Grades 13
27. Testing & Sampling 13

Contractor Responsibilities 15
28. Unforseen Physical Conditions 15
29. Composition of the Contractor 15
30. Assignment of Contract 15
31. Agents 15
32. Safety & Protection 15
33. Contractor's Supervision & Origination 16
34. Contractor's Right to Stop Work 17
35. Storage of Materials 17
36. Cleaning Up 17
37. Sunday & Night Work 17
38. Sanitary Regulations 17
39. Permits & Regulations 17
40. Guarantee 18
41. Patents 18

42. Information by the Contractor 18
43. Forfeiture of Contract 18
44. Relation to Other Contractors 19
45. "Or Equal" Clause 19
Legal 19
46. Indemnification 19
47. Controlling Law 20
48. No Waiver of Contract 20
49. Dispute Resolution 20
50. Giving Notice 20
51. Cumulative Remedies 20

General

1. DEFINITIONS

The following terms as used in the Contract Documents are respectively defined as follows:

"Agreement": The written document between the OWNER and the CONTRACTOR concerning the work to be performed.

"Change Order" - A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

"Contract" – The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

"CONTRACTOR": The person, firm or corporation to whom the Contract is awarded by the OWNER and who is subject to the terms thereof and party of the second part of the Agreement.

"ENGINEER": Orchard, Hiltz & McCliment, Inc., Livonia, Michigan

"Construction Observer": The authorized representative of ENGINEER who is assigned to the site or any part thereof.

"OWNER": The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement: and for whom the work is to be provided; and the party of the first part of the Contract.

"Project Manual" – The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

"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 and certain administrative details applicable thereto.

"Subcontractor": A person, 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.

"Supplier": A manufacturer, fabricator, supplier, distributor, material man or vendor.

"Supplemental Conditions": The part of the Contract Documents that amends or supplements the General Conditions and/or the Insurance Specifications and the Bond Requirements.

"Work" - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

"Written Notice": Shall be deemed to have been "duly served" when such notice shall have been given or mailed to the CONTRACTOR or his superintendent at the site of the Work or when such notice shall have been given or mailed to the OWNER.

2. CONTRACT DOCUMENTS

The original and three counterparts of the Contract shall be signed by the OWNER and the CONTRACTOR.

The Work under this Contract shall consist of the items listed in the Bid Form, including all incidentals necessary to fully complete the project in accordance with the Contract Documents. The Contract Documents shall consist of the Advertisement, Instructions to Bidders, Supplemental Instructions to Bidders, Supplemental Specifications, Bid Form, Project Plans and Drawings, Standard Plans and Details, Technical Specifications,

General Conditions, General Specifications, Method of Payment, Insurance, Bonds and Agreement.

The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR. The Contract Documents are complimentary, and what is called for by any one shall be as binding as if called for by all. The intent of the Contract Documents is to include in the Contract Price the cost of all labor and material, water, fuel, tools, plant, equipment, light, transportation and all other expenses that may be necessary for the proper execution and completion of the Work.

3. BONDS

The CONTRACTOR shall furnish a surety bond (form included) in an amount at least equal to 100 percent of the Contract Price as security for faithful performance of this Contract. CONTRACTOR shall also furnish a separate surety bond (form included) in an amount at least equal to 100 percent of the Contract Price as security for the payment of all persons performing labor on the project under this Contract, and furnishing materials in connection with this Contract. The Surety on each such bond shall be a duly authorized surety company satisfactory to the OWNER.

The CONTRACTOR shall furnish a Maintenance and Guarantee Bond (form included) covering all Work under this Contract. The guarantee is to cover fifty percent (50%) of the contract amount for a period of two (2) years subsequent to the date of final payment unless otherwise specified.

Should any Surety upon any bond furnished in connection with this Contract become unacceptable to the OWNER, or if any such Surety shall fail to furnish reports as to his financial condition from time to time as requested by the ENGINEER, the CONTRACTOR must promptly furnish such additional security as may be required from time to time by the ENGINEER to protect the interests of the OWNER or persons supplying labor or materials in the prosecution of the Work contemplated by the Contract.

4. CONTRACT DRAWINGS & SPECIFICATIONS

The original drawings prepared by the ENGINEER and included in the Contract Documents may be supplemented by other drawings furnished by the CONTRACTOR and approved by the ENGINEER or supplied to the CONTRACTOR by the ENGINEER during progress of the Work as he may deem to be necessary or expedient. All such supplementary Contract Drawings or instructions are intended to be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom. Therefore, no extra charge will be allowed on a claim that particular supplemental contract drawings or instructions differed from the Contract Documents, incurring extra work, unless CONTRACTOR has first brought the matter, in writing, to the ENGINEER's attention for proper adjustment before starting on the work covered by such, and has received from the ENGINEER an order, in writing, to so proceed.

These original and supplemental drawings constitute the drawings according to which the Work is to be done. The CONTRACTOR shall keep at the site of the Work an approved or confirmed copy of all drawings and specifications, and shall at all times give the ENGINEER and OWNER access thereto.

5. COORDINATION OF CONTRACT DOCUMENTS

In case of discrepancy, figured dimensions shall govern over scaled dimensions and the parts of the Contract will prevail over all other parts of the following order:

Supplemental Specifications

Supplemental Instructions to Bidders

Instructions to Bidders

Bid Form

Project Plans and Drawings

Standard Plans & Details

Method of Payment

Technical Specifications

General Conditions

General Specifications

Insurance Specifications and Bond Forms

The CONTRACTOR shall not take advantage of any apparent error or omission in the Contract Documents, and if any inconsistency, omission, or conflict is discovered in the Contract Documents, or if in any place the meaning of the Contract Documents is obscure, uncertain, or in dispute, the ENGINEER will decide as to the true intent.

Information regarding site of the Work given in drawings and specifications has been obtained by the ENGINEER and is believed to be reasonably correct, but the OWNER does not warrant either the completeness or accuracy of such information, and it is the CONTRACTOR's responsibility to verify all such information.

6. PRECONSTRUCTION MEETING

A preconstruction meeting will be held prior to the beginning of any work. The ENGINEER will schedule the meeting as soon as possible after acceptable executed Contract Documents are received from the CONTRACTOR.

Notice of the meeting will be made to the OWNER, the CONTRACTOR, and to the following applicable entities, contingent upon their interest in the project:

Utility Companies

County Road Commission

Michigan Department of Transportation (MDOT)

Michigan Department of Labor-Safety Division

Railroad Companies

Other State, Local and County Agencies

The purpose of the preconstruction meeting is to discuss particular procedures and potential problem areas. The CONTRACTOR is given updates on the conditions of the proposed construction and what is expected as to proper notification in the event of damage to existing utilities.

The CONTRACTOR shall submit in writing at the preconstruction meeting the following information:

Schedule of construction

Sources of materials

Final list of subcontractors

The designated safety officer on the job

Superintendent for the project

Foreman in charge on the job site

Emergency and after hours phone numbers for CONTRACTOR, including Safety Officer, Superintendent and Foreman.

Approval by ENGINEER and OWNER of any construction schedule indicating completion of the work in less time than allotted by the Contract shall not be construed as an acknowledgment, either express or implied, that the work can be completed within the time shown on this schedule, and shall not under any circumstances give rise to a cause of action for damages by the CONTRACTOR.

7. REUSE OF DOCUMENTS

Neither CONTRACTOR nor any subcontractor or supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the drawings, specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

8. AVAILABILITY OF LANDS

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Permission to use private property shall be obtained prior to any such use by the CONTRACTOR. Written evidence of such permission shall be given to the ENGINEER prior to any such use.

9. PHYSICAL CONDITIONS

Reference is made to the Supplemental Instructions to Bidders for identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by the ENGINEER in preparation of the drawings and specifications. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

10. GENERAL REQUIREMENTS OF MATERIALS & WORKMANSHIP

In the specifications where a particular material or piece of equipment is specified by reference to some particular make or type, or equal, it is not the intent to limit competition but to set up by such reference a standard of quality most easily understood and defined. If materials or equipment of other make or type other than that specified by name are offered by CONTRACTOR they will be given full consideration by the ENGINEER, and the ENGINEER's decision will be final as to whether the materials or equipment offered are equal to those specified.

Unless otherwise stipulated in the specifications, all equipment, materials and articles incorporated in the Work covered by this Contract are to be new and of the best grade of their respective kinds for the purpose. The CONTRACTOR shall, if required, furnish such evidence as to kind and quality of materials as the ENGINEER may require.

The CONTRACTOR shall furnish suitable tools and building appliances and employ competent labor to perform the work to be done, and any labor, tools or appliances that shall not, in the judgment of the ENGINEER, be suitable or competent to produce this result may be ordered from the Work by him, and such labor, tools or appliances shall be substituted therefore by the CONTRACTOR as will meet with the approval of the ENGINEER.

If not otherwise provided, material or work called for in this Contract shall be furnished and performed in accordance with well-known established practice and standards recognized by architects, engineers and the trade.

11. SHOP DRAWINGS & SPECIAL DRAWINGS

Where called for in the specifications, CONTRACTOR shall submit to the ENGINEER for approval in not less than five copies, details, specifications, cuts and drawings of such equipment and structural work as may be required. CONTRACTOR shall make any changes or alterations required by the ENGINEER and resubmit same without delay. Approval of the ENGINEER shall not relieve the CONTRACTOR of responsibility for errors in the drawings, as the ENGINEER's checking is intended to cover compliance with the drawings and specifications and not to enter into every detail of the shop work. No work shall be undertaken until the ENGINEER has approved the shop drawings.

When the work of the CONTRACTOR is of a nature originating with it, full general and detail drawings shall be furnished to the ENGINEER on 24” x 36” size sheets of polyester film base which shall, upon approval, become the property of the OWNER.

It is understood that approval by the ENGINEER of CONTRACTOR's drawings, whether general or detailed, is a general approval relating only to their sufficiency and compliance with waiver of errors, discrepancies or omissions.

12. CHANGES IN QUANTITIES OR PLANS

The OWNER reserves the right to make, by written order, at any time during the Work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the Surety, and by signing a work order or authorization, the CONTRACTOR agrees to perform the Work as altered and agrees to accept, as payment in full for such Work, the monetary amounts set forth in such written order as balanced by OWNER. In addition, by signing a written order, the CONTRACTOR releases the OWNER from any and all claims for compensation with regard to the items of work specified in the written order; including, but not limited to, any and all claims for delay and overhead, unless the OWNER is notified in writing at the time of signing the authorization that the CONTRACTOR refuses to release the OWNER from such claims. All increases in quantities of work which appear in the Contract as pay items shall be paid for at the Contract Unit Prices. Decreases in quantities included in the Contract shall be deducted from the Contract at the Contract Unit Prices.

13. ESTIMATED QUANTITIES

The quantities of various classes of work to be done and materials to be furnished under this Contract, which have been estimated as stated elsewhere herein, are approximate and only for the purpose of comparing, on a uniform basis, the bids offered for work under this Contract; and neither the OWNER nor the ENGINEER is to be held responsible should any of the said estimated quantities be found incorrect during the construction of the work; and the CONTRACTOR shall make no claim for anticipated profit, nor for loss of profit, because of a difference between the quantities of the various classes of work actually done or materials actually delivered, and the estimated quantities as herein stated.

14. PAYMENTS

Payments for work completed, as recommended by the ENGINEER, will be made as specified herein.

Partial Payments

CONTRACTOR shall submit to OWNER an application for each payment and shall submit a Contractor’s Declaration declaring that he has not performed any work, furnished any material, sustained any loss, damage or delay for any reasons, including soil conditions encountered or created, or otherwise done anything for which he will ask, demand, sue for, or claim compensation from the OWNER other than as indicated on the Contractor’s Declaration and shall, if required, submit receipts or other vouchers showing his payments for materials and labor, including payments to subcontractors.

Payments, based on progress estimates, will be made on a monthly basis on work completed during the preceding month, less retainage held in accordance with Public Act No. 524 of 1980.

The retainage shall be as follows:

Not more than ten percent (10%) of the dollar value of all work in place until work is fifty percent (50%) in place.

After the work is fifty percent (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, then the retainage amount shall not be more than ten percent (10%) of the dollar value of work more than fifty percent (50%) in place.

Retainage shall be released to CONTRACTOR together with the final progress payment.

The OWNER may withhold payment of any estimate or portion of estimate until the CONTRACTOR shall have furnished satisfactory evidence that he has paid all claims of every nature. The CONTRACTOR shall submit to the OWNER with each application for payment a "Sworn Statement" attesting to all payments made and balances due to all subcontractors and to all suppliers of materials, fuel, and equipment for the project work completed. He shall also attest to all payments made for labor furnished for the work completed. The "Sworn Statement" shall be in a form acceptable to the OWNER and all suppliers and subcontractors shall be listed along with payments made and balances owed to each.

No partial payment shall be considered as acceptance of the work or any portion thereof prior to final completion of the work, and payment of final estimate.

Final Payment

The CONTRACTOR's request for final payment shall be accompanied by the following documents:

Contractor's Declaration

Contractor's Affidavit

Unconditional waivers, as required, from major suppliers and subcontractors

Release of Surety

Release from other public agencies for which permits have been obtained under this Agreement.

Within thirty (30) days after completion of the work under this Agreement to the satisfaction of the OWNER and ENGINEER, in accordance with all and singular terms and stipulations herein contained, the OWNER shall make final payment, from a final estimate made by the ENGINEER. Before final payment is made, the CONTRACTOR shall, as directed by the OWNER, make a Contractor's Affidavit that he has paid all claims of every nature, or secured a release from the Surety or Sureties approving payment of the final estimate by the OWNER. Final payment, when made, shall be considered as final approval and acceptance of the completed work herein specified.

The acceptance by the CONTRACTOR of final payment aforesaid shall operate as, and shall be, a release to the OWNER and his agents, from all claim and liability to the CONTRACTOR for anything done or furnished for, relating to, or affecting the work.

Incorrect/Improper Payments

OWNER shall not, nor shall any officer thereof, be precluded or stopped by any return or certificate made or given by the ENGINEER, or other officer, agent or appointee, under the provision of this Agreement, at any time (either before or after final completion and acceptance of the work and payment made therefore pursuant to any such return or certificates showing the true and correct amount of money due therefore, notwithstanding any such return or certificate, or any payment made in accordance therewith) from demanding and receiving from the CONTRACTOR or his sureties, separately or collectively, such sums as may have been improperly paid said CONTRACTOR by reason of any such return or certificate which has been untruly or incorrectly compiled.

15. EXTENSION OF TIME

All days in which work is suspended by order of the ENGINEER, or in accordance with these specifications, shall automatically extend the time for completion an equal number of days.

In the event work is suspended because the CONTRACTOR does not perform, no extension will be allowed for this period of time.

All requests from CONTRACTOR for extensions of time shall be submitted in writing. Such requests shall detail the reason for the request, provide a realistic revised completion date, and indicate any other

areas which may be impacted by such an extension. Such requests must be submitted to the field ENGINEER within ten (10) days after the occurrence of the incident or situation that brought about a reason for extending the time of completion. The final decision of whether or not to grant an extension of time will be made by the field ENGINEER. In no case will a request be considered if it is submitted after the ten (10) day period has passed.

16. AUTHORITY

No officer, agent or employee of the OWNER shall have power to revoke, alter, enlarge, or relax the stipulations or requirements of the Contract Documents, except insofar as such authority may be specifically conferred by the Contract Documents themselves, without formal authorization to do so, conferred by the Agreement, or by ordinance, resolution or other usual official action by the OWNER.

17. PROGRESS OF WORK

The work shall be prosecuted regularly and uninterruptedly, unless the OWNER shall otherwise specifically direct, with such force and at such points as to insure its full completion within the time stated herein.

If, in the opinion of the ENGINEER, it is necessary or advisable that certain portions of the work be done immediately, the CONTRACTOR, upon written order shall proceed with such work without delay. Should he fail to so proceed, the OWNER may do or cause to be done, such work, and the cost of same will be deducted from any money due or to become due the CONTRACTOR under this Agreement.

18. TIME IS ESSENCE OF CONTRACT

It is distinctly understood and agreed to by the parties hereto that the time specified for completion of the Work is the essence of this Agreement, and CONTRACTOR shall not be entitled to claim performance of this Agreement unless the work is satisfactorily completed, in every respect, within the time herein specified.

19. COMMENCEMENT OF CONTRACT TIME

The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth (60) day after the day of Bid Opening or the thirtieth (30) day after the Effective Date of the Agreement, whichever date is earlier.

Owner Responsibilities

20. EXTRA & FORCE ACCOUNT WORK

When extra work is required, it shall be performed and payment for such work will be on the unit price or lump sum basis agreed to in a written order. When such agreement cannot be reached, the OWNER may order such work, including any required offsite work, to be done by force account. The compensation as herein provided shall be accepted by the CONTRACTOR as payment in full for extra work done by force account, and the said percentages shall cover profit, superintendence, general expense, overhead, miscellaneous unforeseen costs, and the use of small tools and equipment. For approved subcontract work, the CONTRACTOR will be paid an amount equal to six percent (6%) of the total cost of the subcontract work, as reimbursement for administrative costs incurred in connection with the subcontract work.

When it is necessary for the CONTRACTOR to hire a firm to perform a specialized type of work or service for which the CONTRACTOR or subcontractors are not qualified to do, payment will be made at the invoice cost. The CONTRACTOR will be paid an amount equal to six percent (6%) of the invoice cost, as reimbursement for administrative costs. Prior approval by the OWNER is required.

REPORTS:

The CONTRACTOR shall furnish to the OWNER, itemized reports of the costs of all force account work. The reports shall be furnished each week and shall include a certified copy of the weekly payroll and copies of bills for the materials used and the freight charges paid on same. Discount for prompt payment or penalty for late payment will not be considered in determining the net amount of the bill. The net amount of the bill shall be charged to the force account work. Where materials used are not specifically purchased for use on extra work but are taken from the CONTRACTOR's stock, the CONTRACTOR shall submit a certification of the quantity, price, and freight on such materials in lieu of original bills and invoices.

The CONTRACTOR shall prepare itemized statements containing the following detailed information:

Labor: Name, classification, dates, number of hours worked each day, total hours computed to nearest half hour, total hours, rate, and extension for each employee engaged.

Equipment: Designation, number of hours used each day (computed to nearest half hour), total hours, rental rate, and extension for each unit of equipment engaged.

Materials: Quantities of materials, with prices per unit and extensions and freight costs when applicable.

The CONTRACTOR and the OWNER shall compare records of force account work and bring them into agreement at the end of each day.

LABOR:

For all labor and for all craft foreman directly engaged in the specific work, the CONTRACTOR will be paid the actual rate of wages and the number of hours paid said labor and foremen in accordance with approved labor agreements, computed to nearest half hour, to which sum twenty-six (26) percent will be added (this sum includes a one (1) percent allowance for the Single Business Tax). Project foremen will be classified as Superintendents and their compensation will not be included in the payment provided herein.

Bond Premium: Workmen's Compensation Insurance; Personal Injury Public Liability and Property Damage Public Liability Insurance; Unemployment Compensation; Federal Social Security; and payments required to be made to Employer and Employee Trusteeships, the proceeds from which accrue exclusively to the benefit of the employee; will be paid for at actual cost, to which sum twenty (20) percent will be added except that twenty-six (26) percent will be added to the taxable fringe benefits. The CONTRACTOR shall furnish satisfactory evidence of the amounts paid for each of these required costs as related to force account work.

MATERIALS:

For materials, the CONTRACTOR will receive the actual cost delivered to the project site, including freight charges, as shown by copies of bills, to which sum fifteen (15) percent will be added.

If a charge in the amount or type of force account work results in a surplus of the material ordered and delivered to the project site, the OWNER will reimburse the CONTRACTOR for the costs incurred in returning the surplus material to the supplier.

SMALL HAND & POWER TOOLS:

No payment will be allowed for small hand and power tools which are not listed in the Rental Rate Blue Book for Construction Equipment as published by the Equipment Guide Book Company. All small hand and power tools listed in the Rental Rate Blue Book at a rate of less than one (1) dollar per hour will be considered part of overhead and will not be paid for separately.

EQUIPMENT:

For any machinery and equipment, including the foreman's transportation unit, which the OWNER approves for use on extra work

done by force account, the CONTRACTOR will be paid as follows:

The time paid for shall be the period that the equipment is required at the site of the extra work and, in addition, shall include traveling time to the location of the extra work when the equipment is moved under its own power. When transportation from one site to another is by other than its own power, the actual operating time during periods of loading and unloading will be paid for at the regular rental rate and transportation costs will be allowed.

When the periods of work are not consecutive and the interval between the termination of a period of work and the commencement of the subsequent period does not exceed thirty (30) days, the rates allowed will be the same as if the periods of work were consecutive.

The rental rate established for each piece of CONTRACTOR owned equipment, including appurtenances and attachments to equipment used will be determined by use of the Rental Rate Blue Book for Construction Equipment Volume 1, 2, or 3, as applicable. The edition which is current at the time the force account work was started will apply.

The established rental rate will be equal to the “Monthly” rate divided by 176; modified by the rate adjustment factor and the applicable map adjustment factor, plus the “Estimated Operating Costs per Hour”, to which sum ten (10) percent will be added.

For equipment not listed in the Rental Rate Blue Book, Volume 1, 2, or 3, the rental rate will be determined by using the rate listed for a similar piece of equipment or by proportioning a rate listed so that the capacity, size, horsepower, and age are properly considered.

For equipment for which there are no comparable in the Rental Rate Blue Book, Volume 1, 2, or 3, the monthly rate shall be reasonable, but not more than five (5) percent of the current list price, or invoice, of the equipment. The base hourly rate shall then be determined by dividing the monthly rate by 176 to which sum twenty percent (20%) will be added. The twenty percent (20%) includes adjustments and operating costs.

The rates used for CONTRACTOR owned trucks used to haul material will be those published by MDOT. These rates shall include all adjustments and operating costs. Separate payment for the driver will be allowed. The rates will be reviewed and adjusted periodically.

The rental rate for the foreman's transportation unit will be seven dollars ($7.00) per hour, to which sum twenty percent (20%) will be added.

When leased or rented equipment is used on force account work, the hourly rate used in computation of payment will be the leased or rented rate, except that if the leased or rented rate exceeds the rental rate established by the Rental Blue Book, the established rate determined from the Blue Book will apply. In either case, the Estimated Operating Cost per Hour will be added to the appropriate hourly rate to which sum ten percent (10%) will be added.

In all cases the “Estimated Operating Cost per Hour” includes all fuel, oil, lubrications, tires, parts, and other operating expendables such as truck and labor assigned to the truck for servicing the equipment.

The rental rates allowed herein include the cost of insurance covering the usual insurable risks, including fire and theft. The OWNER will not be liable for losses which can be covered by insurance.

In the event that machinery or equipment is idled, payment may be allowed on a rental basis for the idled equipment as specified herein. Only machinery or equipment actually on the project site at the time of the delay, as required for that phase of construction work in question, will be considered eligible for rental reimbursement. Specialized equipment for machinery directly related to the work, whether on or off the site, may be considered eligible for payment if actually idled and if such idleness can be certified by the CONTRACTOR and verified by the

OWNER. Payment for idled equipment and/or machinery will not be allowed during periods of seasonal suspension of the work.

The rental rate for idled leased or rented equipment will be the leased or rented rate,or the equipment shall be returned and taken off rental as directed by the OWNER.

The rental rate for idled CONTRACTOR owned equipment will be the “Monthly” rate divided by 176; modified by the rate adjustment factor and the applicable map adjustment factor, and then multiplied by fifty percent (50%). No payment will be allowed for operating costs.

Payment will be limited to the difference between the hours worked and eight (8) hours in any one day and to the difference between the hours worked and forty (40) hours in any one week. No provisions of these specifications shall entitle the CONTRACTOR to rental compensation for idled equipment. No additional compensation for overhead will be allowed.

In the event that labor is idled, payment may be allowed provided there is no other location within the project that the labor can be gainfully employed. Payment will be limited to a maximum of eight (8) hours per occurrence and in no case will exceed the amount of the CONTRACTOR's obligation as provided by the CONTRACTOR's current labor agreement. No additional compensation for overhead will be allowed.

21. PAYMENTS WITHHELD

The OWNER may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate for progress payment to such extent as may be necessary to protect itself from loss on account of:

Defective work not remedied;

Claims filed or reasonable evidence indicating probable filing of claims;

Failure of the CONTRACTOR to make payments properly to subcontractors or for material or labor;

A reasonable doubt that the Agreement can be completed for the balance then unpaid;

Damage to another CONTRACTOR.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

22. USE OF COMPLETE PORTIONS OF THE WORK

The OWNER may, at any time during progress of the work, after written notice to CONTRACTOR, take over and place in service any completed portions of the work which are ready for service, although the entire work of the Agreement is not fully completed, and notwithstanding the time for completion of the entire work or such portions may not have expired. In such event, the CONTRACTOR will be relieved of further work on, or maintenance of, said portion except as covered by his guarantee of same.

Engineer Responsibilities

23. ENGINEER DURING CONSTRUCTION

The Work shall be subject to the approval of the ENGINEER, who shall determine the amount, quality, acceptability, and fitness of the items of work and materials to be furnished hereunder, and who shall decide all questions which may arise as to measurements of quantities and fulfillment of the requirements of the Contract Documents.

24. AUTHORITY & DUTIES OF CONSTRUCTION OBSERVER

Construction Observers may be appointed by the ENGINEER and directed to check or review materials used and completed work. The observation may extend to any parts of the Work and to the preparation or manufacture of the materials for use in the Work. Construction Observers will not be authorized to revoke, alter, enlarge, or relax any of the provisions of the Contract Documents. The Construction Observer will call to the attention of the CONTRACTOR any failure to follow the plans and

specifications that he may observe. In case of any dispute arising between the CONTRACTOR and Construction Observer as to materials furnished or the manner of performing the work, the Construction Observer shall have the authority to reject materials or completed items of work until the question at issue can be referred to and be decided by the ENGINEER. In no instance shall any action or omission on the part of the Construction Observer relieve the CONTRACTOR of the responsibility of completing the Work in accordance with the Contract Documents.

25. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

Neither ENGINEER's authority or responsibility under this Article or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility by ENGINEER shall create, impose or give rise to any duty owed by ENGINEER to CONTRACTOR, any subcontractor, any supplier, any other person or organization, or to any surety for or employee or agent of any of them.

ENGINEER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with laws and regulations applicable to the furnishing or performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the Work.

ENGINEER's review of the final application for payment and accompanying documentation and all maintenance and operating instructions, schedules guarantees, bonds and manufacturer's certificates of inspection, tests, and approvals and other documentation required in Article 14b will only be to determine generally that their content complies with the requirements of, and in the case of manufacturer's certificates of inspections, tests and approvals that the results certified indicate compliance with the Contract Documents.

The limitations upon authority and responsibility set forth in this Section shall also apply to ENGINEER's consultants, authorized representative and assistants.

26. LINES & GRADES

Principal reference lines or points and bench marks may be given by the ENGINEER at such time as he may deem necessary; or, if the CONTRACTOR shall be in need of such reference lines or bench marks, he shall notify the ENGINEER three (3) working days in advance.

The ENGINEER may set suitable stakes and marks showing locations and elevations of the various parts of the work, and will furnish the CONTRACTOR with required data referring to the reference points. No work shall be undertaken until such stakes and marks shall have been set by the ENGINEER. CONTRACTOR shall take due and proper precautions for the preservation of these stakes and marks, shall see that the work at all times proceeds in accordance therewith, and shall provide all labor and material to set the required line and grade control and locate the work accurately with reference to the above points. In case such stakes are destroyed due to the CONTRACTOR's carelessness, they will be replaced at the ENGINEER's earliest convenience and the CONTRACTOR may be back charged for the crew time incurred.

27. TESTING & SAMPLING

Where called for in the specifications, samples of materials in the quantity named shall be submitted to the ENGINEER for approval. Where tests are required, they

shall be made at the expense of the OWNER, except as otherwise called for in the specifications. For materials covered by ASTM or Federal Specifications, or with the specifications of well known or recognized technical and/or trade organizations, unless otherwise stipulated, required tests are to be made by the manufacturer, and his certificate therefore submitted to the ENGINEER.

The ENGINEER and/or OWNER shall determine which materials are required by the specifications to be factory certified or to have chemical or physical analysis or other examination or test. The CONTRACTOR shall furnish to the ENGINEER and/or OWNER two copies of orders for all materials requiring such examination or test as soon as placed. Such orders shall contain complete information, including that as to the quantity, quality, dimensions, sizes, capacities and types, shall contain proper reference to the applicable specifications by title, number and paragraph, and shall show the name and address of the producing factory but need not contain prices or contractual terms.

All materials and workmanship (if not otherwise designated by the specifications) shall be subject to examination and test by the ENGINEER and/or OWNER at any time during manufacture or construction, and at any place where such manufacture or construction is carried on. The ENGINEER and/or OWNER shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected, and rejected material shall be satisfactorily replaced with proper material without charge therefore, and the CONTRACTOR shall promptly segregate and remove rejected material from the premises. If the CONTRACTOR fails to proceed at once with replacement of rejected material and correction of defective workmanship, the OWNER may, by Agreement or otherwise, replace such material and correct such workmanship and charge the cost thereof to the CONTRACTOR, or may immediately terminate the Agreement.

CONTRACTOR shall furnish promptly, without additional charge, all reasonable facilities, labor and materials necessary for the safe and convenient conduct of all construction observations and tests that may be required by the ENGINEER. All construction observations and tests by the ENGINEER and/or OWNER shall be performed in such a manner as not to delay the work unnecessarily. Special, full size, and performance tests shall be as described in the specifications. CONTRACTOR shall be charged with any additional cost of construction observations when material or workmanship is not ready at the time checking is requested by the CONTRACTOR.

Should it be considered necessary or advisable by the ENGINEER and/or OWNER any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the CONTRACTOR shall on request promptly furnish all necessary facilities, labor and material. If such work is found to be defective or nonconforming in any material respect, due to the fault of the CONTRACTOR or his subcontractor, CONTRACTOR shall defray all the expenses of such examination and of satisfactory reconstruction, and be responsible for any resulting delay. If, however, such work is found to meet the requirements of the Agreement, the actual cost involved in the examination and replacement shall be allowed the CONTRACTOR and he shall in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

Examination of material and finished articles to be incorporated in the work at the site shall be made at place of production, manufacture or shipment stated in the specifications; and such examinations and acceptance, unless otherwise stated in the specifications, shall be final, except as

regards latent defects, departures from specific requirements of the Agreement and the specifications and drawings made a part thereof, damage or loss in transit, fraud or such gross mistakes as amount to fraud. Subject to requirements contained in the preceding sentence, examinations of material and workmanship for final acceptance as a whole or in part shall be made at the site.

Contractor Responsibilities

28. UNFORSEEN PHYSICAL CONDITIONS

CONTRACTOR shall promptly notify the OWNER and ENGINEER in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. The ENGINEER will promptly review those conditions and advise the OWNER in writing if further investigation or tests are necessary. Promptly thereafter, the OWNER shall obtain the necessary additional investigations and tests and furnish copies to the ENGINEER and the CONTRACTOR. If the ENGINEER finds that the results of such investigations 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 the CONTRACTOR, a Change Order may be issued incorporating the necessary revisions.

29. COMPOSITION OF THE CONTRACTOR

If the CONTRACTOR hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

30. ASSIGNMENT OF CONTRACT

The CONTRACTOR shall not sublet, assign or transfer this Agreement or any portion thereof or any payments due him thereunder, without the written consent of the OWNER.

Assignment or subletting the whole or any portion of this Agreement shall not operate to release the CONTRACTOR or his bondsmen hereunder from any of the contract obligations.

The CONTRACTOR agrees that he is fully responsible to the OWNER for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractors and the OWNER.

Neither the ENGINEER nor any officer, agent or employee of the OWNER shall have any power or authority whatsoever to bind the OWNER or to incur obligation in his behalf to any subcontractors, material supplier or other persons in any manner whatsoever.

31. AGENTS

Work shall be carried on under personal supervision of the CONTRACTOR or his properly authorized representative, who shall be on the grounds at all times during the construction, and who shall have full and responsible charge of the Work with power to receive orders and carry out instructions.

32. SAFETY & PROTECTION

A. People and Property

CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

All persons on the site or who may be affected by the Work;

All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Site Safety

CONTRACTOR shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of underground facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in this section caused, directly or indirectly, in whole or in part, by CONTRACTOR or any subcontractor, supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for safety and for 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 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

C. Safety Representative

CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

D. Hazard Communication Program

CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with laws or regulations.

E. Compliance with MIOSHA

All of the CONTRACTOR and subcontractors operations and construction equipment shall comply with requirements of the Michigan Occupational Safety and Health Act (MIOSHA) insofar as they apply to the work to be performed under this Contract.

33. CONTRACTOR'S SUPERVISION & ORIGINATION

The Work under this Agreement shall be under the direct supervision and direction of the CONTRACTOR. The CONTRACTOR shall give sufficient supervision to the Work, using his best skill and attention. The CONTRACTOR shall, at all times, keep on the site of the Work during its progress a competent superintendent and any and all necessary foremen and assistants. The superintendent shall represent and have full authority to act for the CONTRACTOR in the latter's absence, and all directions given to him shall be as binding as if given to the CONTRACTOR. On written request in each case, all such directions will be confirmed in writing to the CONTRACTOR.

The CONTRACTOR shall employ only competent, efficient workmen and shall not use on the Work any unfit person or one not skilled in the work assigned to him, and he shall at all times enforce strict discipline and good order among his employees. Whenever the ENGINEER shall notify the CONTRACTOR, in writing, that any man on the Work is, in the opinion of the ENGINEER, careless, incompetent, disorderly, or otherwise unsatisfactory, such man shall be discharged from the work and shall not again be employed on it except with the written consent of the ENGINEER.

The CONTRACTOR shall establish and maintain an office on the site of the work, or at some convenient point adjacent thereto, during the continuance of this Agreement and shall have at all times during working hours, a representative authorized to receive and execute any and all orders, when given by the ENGINEER; and such order, when given out and received by said representative shall be deemed to have been

given to and received by the CONTRACTOR. Copies of the drawings and specifications shall at all times be kept on file by the CONTRACTOR at readily accessible points near the work.

34. CONTRACTOR'S RIGHT TO STOP WORK

If the work should be stopped under an order of any court, or other public authority for a period of three months, through no act or fault of the CONTRACTOR or of anyone employed by him, or if the OWNER should fail to pay to the CONTRACTOR within sixty (60) days of its maturity and presentation any sum certified by the ENGINEER, provided no appeal is taken, the CONTRACTOR may, upon seven (7) days' written notice to the OWNER and the ENGINEER, stop work or terminate this Agreement, and shall receive from the OWNER payment in full for all work executed, as determined from the prices contained in the approved detailed estimate as computed by the ENGINEER, but no claim for extra compensation or damages shall be made or allowed because of such termination of the Agreement.

35. STORAGE OF MATERIALS

Materials and equipment distributed, stored and placed upon or near the site of the Work shall at all times be so disposed as not to interfere with work being prosecuted by other contractors in the employ of the OWNER, or with street drainage, or with fire hydrants or with access thereto, and not to hinder any more than may be necessary the ordinary traffic (either vehicular or pedestrian) of the street.

36. CLEANING UP

The CONTRACTOR shall, as directed by the ENGINEER, remove at his own expense from the OWNER's property and from all public and private property all temporary structures, rubbish and waste materials resulting from his operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission of such disposal granted to the CONTRACTOR by the OWNER thereof.

37. SUNDAY & NIGHT WORK

The CONTRACTOR is required to prosecute work done under this Agreement during the hours of daylight, and no work will be permitted at night or on Sundays, except to save property or life, or as specifically authorized or directed by the ENGINEER.

No work shall be permitted on holidays.

38. SANITARY REGULATIONS

Sanitary conveniences for the use of project personnel properly secluded from public observation shall be constructed and maintained in sanitary condition by the CONTRACTOR. Its use shall be strictly enforced.

39. PERMITS & REGULATIONS

The CONTRACTOR shall secure, at no cost to the OWNER, all permits and licenses necessary for the prosecution of the Work. He shall pay for same at his own expense as well as for any inspection fees required in connection with such permits, and shall conduct his operations in accordance with the provisions of such permits, including tunneling of pavements where required. He shall also furnish any required bonds and pay the cost of same.

The CONTRACTOR shall keep himself fully informed of all laws, ordinances, and regulations in any manner affecting those engaged or employed in the Work or materials used in the Work, or in any way affecting the conduct of the Work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

He shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all existing and future laws, ordinances, regulations, orders and decrees; provided, that if the drawings and specifications are at variance therewith, the CONTRACTOR shall promptly notify the ENGINEER in

writing and any necessary changes shall be adjusted as provided in the Contract Documents.

All work shall be executed and checked in accordance with all local and state rules and regulations and all established codes applicable thereto and shall conform in all respects to the requirements of all competent authorities having jurisdiction there over.

Should any change in plans and specifications be required to comply with local regulations, CONTRACTOR shall notify the OWNER at the time of submitting his bid. After entering into Agreement, CONTRACTOR will be held to complete the work necessary to meet local requirements without extra expense to the OWNER.

Where the work required by the drawings and specifications is above the standard required, it shall be done as shown or specified.

40. GUARANTEE

The CONTRACTOR, as a condition precedent to final payment, shall execute a guarantee to the OWNER warranting for a period of two (2) years from date of final payment to keep in good order and repair any defect in all the work done under the Agreement, either by the CONTRACTOR, his subcontractors, or material suppliers, that may develop during said period due to improper materials, defective equipment, improper materials workmanship, or arrangements, and any other work affected in making good such imperfections shall also be made good, all without expense to the OWNER, and CONTRACTOR shall execute, in favor of the OWNER the attached Maintenance and Guarantee Bond.

41. PATENTS

CONTRACTOR shall pay all royalties and license fees and shall hold and save the OWNER and his agents harmless from all liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in performance of the Agreement, including its use by the OWNER, unless otherwise specifically stipulated in the Contract Documents. In this respect the CONTRACTOR shall defend all suits or claims for infringement of any patent or license right.

In the event that any claim, suit or action at law or inequity of any kind whatsoever is brought against the OWNER, involving any such patents or license rights, then the OWNER shall have the right to, and may retain, from any money due or to become due to the CONTRACTOR, such sufficient sum as is considered necessary to protect said OWNER against loss, and such sum may be retained by the OWNER until such claim or suit shall have been settled and satisfactory evidence to that effect shall have been furnished the OWNER.

42. INFORMATION BY THE CONTRACTOR

The CONTRACTOR shall submit to the ENGINEER full information as to the materials, equipment and arrangements that the CONTRACTOR proposes to furnish. This information shall be complete to the extent that the ENGINEER may intelligently judge if the proposed materials, equipment and arrangements will meet with the requirements of the Contract Documents.

Prior to approval of the materials, equipment and arrangements by the ENGINEER, based on the information submitted by the CONTRACTOR, any work done by the CONTRACTOR shall be at his own risk.

Approval of information covering materials, equipment and arrangements by the ENGINEER shall in no way release CONTRACTOR from his responsibility for the proper design, installation and performance of any material, equipment or arrangement, or from his liability to replace same should it prove defective.

43. FORFEITURE OF CONTRACT

If work to be done under the Contract Documents shall be abandoned by CONTRACTOR or if, at any time in the

judgment of the OWNER, CONTRACTOR shall fail to prosecute the Work at a reasonable rate of progress, or to comply with all or any of the terms and requirements herein set forth, then the OWNER shall have the right to take possession of the Work, including CONTRACTOR's plant, supplies and materials, at any time after having notified the CONTRACTOR, in writing, to discontinue work under this Agreement for said cause or causes, and such action shall not affect the right of the OWNER to recover damages resulting from such failure. Upon receiving such notice the CONTRACTOR shall and will, upon demand, immediately give the OWNER safe and peaceable possession of the Work, including the plant, and shall then cease to have control over any portion thereof or the men employed thereon.

The OWNER may then proceed to complete the Work herein specified, by Agreement or otherwise; and the entire cost of same shall be charged to the CONTRACTOR and deducted from any sum or sums due or to become due under the Agreement; the excess cost, if any, to be paid by CONTRACTOR or his sureties to said OWNER.

44. RELATION TO OTHER CONTRACTORS

CONTRACTOR shall so conduct his operations as not to interfere with or injure the work of other contractor's or workmen employed on adjoining or related work, and he shall promptly make good any injury or damage which may be done to such work by him or his employees or agents. Should a contract for adjoining work be awarded to another contractor, and should the work of one of these contracts interfere with that of the other, the OWNER shall decide which contractor shall cease work for the time being and which shall continue, or whether work in both contracts shall continue at the same time and in what manner.

45. “OR EQUAL” CLAUSE

Whenever, in any of the Contract Documents an article, material or equipment is defined by describing a proprietary product or by using the name of a manufacturer or vendor, the term “or equal”, if not inserted, shall be implied. The specific article, material or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired, and shall not be construed in such a manner as to exclude manufacturers' products of comparable quality, design and efficiency. If the CONTRACTOR proposes any “or equal” substitutes, these substitutes shall be subject to the review and approval of the OWNER before they can be incorporated into the work.

Legal

46. INDEMNIFICATION

To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractors, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work 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 or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against OWNER or ENGINEER or any of their consultants,

agents or employees by any employee of CONTRACTOR, any subcontractors, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts of them may be liable, the indemnification obligation under the preceding paragraph 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 such subcontractors or other person or organization under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the CONTRACTOR under this article shall not extend to the liability of ENGINEER, ENGINEER's consultants, agents or employees arising out of the preparation or approval of drawings, opinions, reports, surveys, change orders, designs or specifications.

47. CONTROLLING LAW

In the case of a legal dispute between the OWNER and the CONTRACTOR the law of the state of Michigan shall govern. The venue for resolving any legal dispute between the two parties will be within the County of the OWNER's legal address.

48. NO WAIVER OF CONTRACT

Neither acceptance of the whole or any part of the Work by the OWNER or his ENGINEER, or any of its agents, nor any order, measurements or certificate by the ENGINEER, nor any order by OWNER for payment of money, nor any payment for the whole or any part of the Work by OWNER, nor any extension of time, nor any possession taken by the OWNER or its agents, shall operate as a waiver for any portion of the Contract Documents or any power therein provided; nor shall any waiver of any breach of contract be held to be a waiver of any other or subsequent breach.

49. DISPUTE RESOLUTION

Dispute resolution methods and procedures, if any, shall be as set forth in the Supplemental Specifications. If no method and procedure has been set forth, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

50. GIVING NOTICE

Whenever any provision of the Contract Documents requires the giving of written notice, it will 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 the giver of the notice.

51. CUMULATIVE REMEDIES

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provision of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

End of Section

GENERAL SPECIFICATIONS

Table of Contents

1. Existing Underground Structures & Utilities....1
2. Soil Conditions....1
3. Soil Erosion and Sedimentation Control....1
4. Preservation, Protection & Use of Survey Controls, Monument Points & Grade Stakes....2
5. Protection of Public and Private Utilities....2
6. Miscellaneous Damages....3
7. Sump Pump Discharge Pipe & Local Services....3
8. Existing Sewer Facilities....3
9. Existing Water Facilities....3
10. Existing Gas Facilities....3
11. Existing Electric, Cable, and Telecommunications....3
12. Preservation of Trees & Shrubbery....4
13. Trimming Trees & Shrubs....4
14. Maintenance of Service....4
15. Cleanliness of the Work Site and Streets....4
16. Dust Control....5
17. Working Space & Use of Streets or Private Property....5
18. Easements....5
19. Power & Light....5
20. Water....5
21. Weather Protection & Heating....6
22. Railroad Crossing....6
23. Ownership of Salvaged Materials....6

1. EXISTING UNDERGROUND STRUCTURES & UTILITIES

The location of public or private utilities shown on the plans is in accordance with the best information available. No guarantee is given that the locations are absolutely accurate or that utilities other than those shown are not present.

For protection of underground utilities, the CONTRACTOR shall contact "MISS DIG" at 1-800-482-7171 a minimum of three (3) working days prior to excavating. This does not relieve the CONTRACTOR of the responsibility of notifying utility OWNERs who may not be part of the "MISS DIG" alert system.

2. SOIL CONDITIONS

If soil borings have been taken for this project, then they are included in an appendix.

Where the OWNER has caused soil borings to be made to aid the ENGINEER in design of the work, these boring logs are provided herein for the prospective bidder to examine. This information is given to bidders as an aid in determining the character of the soil and groundwater conditions. The OWNER does not guarantee that the ground encountered during construction will conform to the borings. Bidders should secure such other information as they consider necessary to check and supplement the above data.

The CONTRACTOR shall complete the work in whatever materials, and under whatever conditions he may encounter or create.

3. SOIL EROSION AND SEDIMENTATION CONTROL

The CONTRACTOR shall comply with the requirements of the Soil Erosion and Sedimentation Control Act of the State of Michigan, Part 91 of ACT 451 of PA of 1994 and with all the requirements, rules and standards of the official enforcing agent for the project location.

If a soil erosion control permit is required on this project, the CONTRACTOR shall adhere to the specific conditions of the project permit. Where the permit is issued in the name of the CONTRACTOR and requires that a bond be posted, the

CONTRACTOR shall include in his bid the permit fee and bond expense.

The ENGINEER shall have full authority to require compliance with the soil erosion control requirements and may order suspension of the work if measures are not adequate or a problem develops requiring additional soil erosion control measures. Any ordered suspension of the work shall not be grounds for CONTRACTOR's claims for "down time" or "lost time".

4. PRESERVATION, PROTECTION & USE OF SURVEY CONTROLS, MONUMENT POINTS & GRADE STAKES

During the progress of the work, the CONTRACTOR may encounter section line, fractional section line, and property controlling corner monuments. Insofar as is known, such public land survey corners and property monuments have been indicated on the plans.

The CONTRACTOR shall be responsible for complying with the requirements of Michigan Public Act 34. Specifically, he shall be responsible for notifying the county surveyor before removing a public land survey corner monument for construction activities. In addition, if construction time constraints will result in the public land survey corner monument being removed for more than one year, then the CONTRACTOR shall arrange to have a temporary corner monument set until the permanent one can be re-established. The costs of removing and replacing public land survey corner monuments as well as setting temporary corner monuments shall be the responsibility of the CONTRACTOR unless pay items are provided in the bid form for these tasks. The CONTRACTOR shall not remove any such monument until the ENGINEER has witness points as reference for resetting of such monuments. After referencing has been done and suitable permanent sketches prepared, the ENGINEER will give permission to the CONTRACTOR for removal of the monument. Monuments and monument boxes shall be reset only after all backfilling has fully settled.

The CONTRACTOR shall protect and preserve all monument points, property corners, grade stakes, line and reference points. Where stakes and markers are disturbed or removed due to operations under this Contract, the CONTRACTOR shall be charged at invoice cost by the ENGINEER for replacing the points. Care shall be exercised by the CONTRACTOR when operating near the markers, as any carelessness in operations will also cause a time delay to the schedule due to additional stakeout time required to replace reference points, lines, etc.

The CONTRACTOR shall accurately locate the work from reference points established by the ENGINEER along the surface of the ground and line of work.

5. PROTECTION OF PUBLIC & PRIVATE UTILITIES

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

When it is apparent that construction operations may endanger the foundation of any utility, conduit, or support of any structure, the CONTRACTOR shall notify the utility OWNER of this possibility, and he shall take such steps as may be required to provide temporary bracing or support of conduits or structures.

In all cases where permits or inspection fees are required by utilities in connection with changes to or temporary support of their conduits, the CONTRACTOR shall secure permits and pay all inspection fees.

When it is necessary in order to carry out the work that a pole, telephone or electric, be moved to a new location or moved and replaced after construction, the CONTRACTOR shall arrange for moving such pole or poles and the lines thereof, and shall pay any charges.

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

6. MISCELLANEOUS DAMAGES

The CONTRACTOR shall be responsible for repairing all damages to existing lawns, sidewalk, parking lots, streets or other areas outside the limits of the Contract. Private utilities, private ornamental gas or electric lights, sprinkler systems, fences, shrubs, trees, existing sidewalk, or any other surface or subsurface items of value damaged by the CONTRACTOR shall be repaired, replaced or removed and replaced to at least equal condition at the CONTRACTOR's expense unless otherwise specified on the plans.

7. SUMP PUMP DISCHARGE PIPE & LOCAL SERVICES

Any discharge pipe from sump pumps or yard drains encountered on this project, whether or not shown on the plans, which discharges to existing ditches and/or storm sewers or cross public or private easements, shall be maintained, replaced, or reconnected as necessary. Bulkheads shall be placed only as approved by the Engineer. Sump pump connections shall be made to the storm drain pipe by a coring method as approved by the ENGINEER. The CONTRACTOR shall use adequate measures to prevent soil erosion, sedimentation, and/or ponding when connecting discharge pipes to existing or proposed ditches. This work shall be considered as incidental to the cost of the project.

8. EXISTING SEWER FACILITIES

Existing sewers or drains may be encountered along the line of work. In all such cases, the CONTRACTOR shall perform his operation in such a manner that sewer service will not be interrupted. He shall, at his own expense, make all temporary provisions to maintain sewer service.

Unless otherwise indicated on the plans, the CONTRACTOR shall replace, at his own expense, any disturbed sewer or drain, or relay same at a new grade to be established by the ENGINEER such that sufficient clearance for the sewer will be provided.

9. EXISTING WATER FACILITIES

Where existing water mains and/or water services are encountered in the work, they shall be maintained in operation. They shall be relayed if necessary using the class of pipe and fittings standard to the OWNER of the main.

10. EXISTING GAS FACILITIES

Where existing gas mains are encountered, the CONTRACTOR shall immediately notify the ENGINEER and the gas company. The CONTRACTOR shall then arrange with the gas company for any necessary relocation. The CONTRACTOR will receive no extra compensation on account of delays incurred in conjunction with such relocations.

11. EXISTING ELECTRIC, CABLE, AND TELECOMMUNICATIONS

Where existing electric, cable, or telecommunications facilities are encountered, the CONTRACTOR shall immediately notify the ENGINEER and the affected utility company(ies). The CONTRACTOR shall then arrange with the

utility company for any necessary relocation. The CONTRACTOR will receive no extra compensation on account of delays incurred in conjunction with such relocations.

12. PRESERVATION OF TREES & SHRUBBERY

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

The CONTRACTOR shall protect and/or replace all shrubbery damaged or destroyed by operations under this Contract. The CONTRACTOR shall receive no extra compensation for preservation of trees and shrubbery.

13. TRIMMING TREES & SHRUBS

Where necessary in the field, the CONTRACTOR shall trim trees and shrubs by a method approved by the ENGINEER. All cut surfaces over one inch in diameter shall be painted with grafting wax. All branches which have been damaged by construction shall be pruned correctly to branch collars, to help promote the health of the tree. Also, any abrasions or gouges afflicted on the tree trunks during construction should be bark traced and lightly coated with tree paint. This work shall be incidental to the project.

14. MAINTENANCE OF SERVICE

Drainage through existing sewers, ditches and drains shall be maintained at all times during construction, and all nearby gutters shall be kept open for drainage. Where existing sewers are encountered in the line of work that interfere with construction, the flow in the sewers, including both dry weather flow and storm flow, shall be maintained.

During the progress of the work, the CONTRACTOR shall accommodate both vehicular and foot traffic and shall provide free access to fire hydrants, water and gas valves. Except as otherwise specified herein or as noted on the plans, street intersections may be blocked but one-half at a time, and Contractor shall lay and maintain temporary driveways, bridges and crossings such as are necessary, in the opinion of the ENGINEER, to reasonably accommodate the public.

In the event detours, traffic control devices or safety equipment are needed, they shall be placed and maintained in accordance with the Michigan Manual of Uniform Traffic Control Devices (MMUTCD).

Maintenance of service as described above shall be considered as incidental to the project cost unless pay items have been included in the proposal for this work.

15. CLEANLINESS OF THE WORK SITE & STREETS

The CONTRACTOR shall keep the work site and all property occupied by him in a neat and orderly condition at all times. Waste material, rubbish and debris shall not be allowed to accumulate. The CONTRACTOR's equipment, temporary buildings and excess materials shall be promptly removed from the work site when no longer needed. At completion of the work, the premises shall be left clean.

The CONTRACTOR shall keep the streets clean. Trucks hauling excavated material, cement, sand, stone or other loose materials from or to the site shall be tight so that no spillage will occur on adjacent streets. Before trucks start away from the site, their

loads shall be trimmed and covered. If, in the judgment of the OWNER, adequate cleanup efforts are not being expended, including but not limited to, roadway, driveway and drainage maintenance, and removal of surplus materials, further construction shall be halted and work forces directed to the cleanup activity until proper order is restored. Should the CONTRACTOR continue to be negligent of his duties in maintaining proper street cleanliness, the OWNER will take necessary steps to perform such cleaning and shall charge the CONTRACTOR for all the costs.

16. DUST CONTROL

All haul roads, detour roads, temporary access roads, other public or private roads, driveways and parking lots used by the CONTRACTOR must be maintained in a dust free condition for the duration of the Contract. The control of the dust shall be accomplished by 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 dust. Neglect of dust control will not be tolerated.

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 the Contract. Cost of providing dust control shall be considered incidental to the project.

17. WORKING SPACE & USE OF STREETS OR PRIVATE PROPERTY

The CONTRACTOR's operations in public streets or alleys shall be confined to as small a space as practicable, so as not to cause undue inconvenience to the public or abutting properties, and shall be subject to the approval of the ENGINEER.

Where the CONTRACTOR wishes to work on or stockpile materials on nearby properties, it will be his responsibility to contact the property owner for permission. Upon request, the CONTRACTOR shall provide a copy of written permission from any affected property owner. The OWNER will not become involved with any such agreements and will not be held responsible for any damages that the CONTRACTOR may cause to private property. The CONTRACTOR shall not be compensated for restoration of private properties and stockpile areas unless said areas were within the original project limits.

18. EASEMENTS

Prior to the start of construction, the CONTRACTOR shall verify with the OWNER that any required easements have been obtained.

The CONTRACTOR shall keep his work operations within these easements and shall be responsible for complying with any easement conditions that are shown on the plans or stated in the Contract documents.

19. POWER & LIGHT

The CONTRACTOR shall furnish, at his own expense, all the electric power and lighting necessary during the life of this Contract or until such time as the OWNER takes over the work. The CONTRACTOR shall be responsible for complying with any applicable ordinances or regulations concerning power and light.

20. WATER

Unless otherwise allowed by the OWNER, the CONTRACTOR shall furnish, at his own expense, all the water necessary during the life of this Contract or until such time as the OWNER takes over the work.

The CONTRACTOR shall not make a connection to any public water main or fire

hydrant without first obtaining the necessary permit and/or meter from the OWNER.

Existing public water systems shall be operated and controlled by the OWNER. All valves shall be operated exclusively by the OWNER's personnel.

The CONTRACTOR shall not make any connection to or obtain water from a private water source without obtaining written permission from the owner of the water source. The CONTRACTOR shall provide a copy of the written permission to the OWNER upon request.

21. WEATHER PROTECTION & HEATING

The CONTRACTOR shall provide and maintain weather protection and heating at his own expense to properly protect the work under construction from damage if weather conditions require. This work shall include all windbreaks, insulating cover, and other necessary measures required to provide protection from freezing.

The CONTRACTOR shall continue to provide weather protection and heating as necessary until such time as the OWNER takes over the work.

22. RAILROAD CROSSING

Where the work crosses a railroad right-of way, the CONTRACTOR shall secure Railroad Company approval of his methods and schedule of operation. The CONTRACTOR shall carry out his work in strict accordance with the standards of the Railroad Company. The CONTRACTOR shall pay any inspection, signal or flagman costs.

23. OWNERSHIP OF SALVAGED MATERIALS

All salvageable materials such as castings, hydrants, valves, culverts and similar items removed during construction shall remain the property of the OWNER. The CONTRACTOR shall deliver these salvaged materials to the OWNER's public works facility. If the OWNER indicates that he does not want the salvaged items, then the CONTRACTOR shall be responsible for disposal of the items.

End of Section

EARTHWORK

Table of Contents

General

1. Scope of Work....1
2. MDOT....1

Materials

3. Bedding....1
4. Backfill....2
5. Stone Refill....2
6. Embankment....2

Construction

7. Clearing....2
8. Tree Removal....2
9. Stump Removal....2
10. Pavement Cuts....2
11. Classification of Excavation....3
12. Roadway Earthwork....3
13. Methods of Excavation in Earth....3
14. Trench Excavation....3
15. Transport of Native Materials Offsite....4
16. Stone Refill for Trench Undercut....4
17. Excavation & Trench Dewatering....4
18. Diverting Existing Sewers....5
19. Sheeting, Bracing & Shoring....5
20. Sheeting Left in Place....5
21. Crossing Existing Structures/Pipes....6
22. Tunneling Trees....6
23. Backfilling....6
24. Placing and Compacting Embankment....8
25. Disposal of Excavated Material....8
26. Final Cleanup & Grading....8
27. Contractor Safety Requirements....9

GENERAL

1. SCOPE OF WORK

This work shall be subject to the General Conditions and the General Specifications. The work shall include furnishing of labor, materials, tools, equipment, accessories and services necessary for completing the excavation and backfilling for the items as shown on the contract drawings and/or as herein required. This also includes trenching, trench or subgrade undercutting, roadway earthwork, complete and continual drainage of excavation, sheeting, bracing and shoring of sides of the excavation, backfilling around structures and over pipelines, and the disposal of excess excavated material.

2. MDOT

References to Michigan Department of Transportation (MDOT) Specifications shall pertain to the 2020 Standard Specifications for Construction.

MATERIALS

3. BEDDING

A. Sand shall be a sharp, clean sand free of lumps of clay or debris with 100 percent passing a 3/8-inch sieve and less than 10 percent loss by wash.

B. Granular material shall meet the requirements of Section 902.07 of the MDOT Standard Specifications for Construction for Granular Material Class II and Class III.

C. Pea gravel shall be unwashed and shall be from ¼-inch to 5/8-inch in size.

D. Bedding material shall be provided from offsite unless the trench passes through a well-defined strata of sand or gravel. Bedding material shall be subject to the approval of the ENGINEER.

E. Stone material shall meet the requirements of Section 902.03 of the MDOT Standard Specifications for

Construction for 6A crushed Coarse Aggregate or approved equal.

4. BACKFILL

A. Job Excavated Backfill

Job excavated backfill shall be defined as material excavated from the site that is free from frozen earth, boulders, rocks, stones larger than 3-inch in size, debris, blue and gray clay, and organic material.

B. Granular Backfill

Granular backfill shall be defined as sharp sand, gravel, or crushed stone that is free from lumps of clay and soft or flaky material and shall conform to the latest MDOT Specification for Granular Material Class II or III. Granular backfill shall be used for fill work located under or within the influence of roadway surfaces. The Owner's standard details shall dictate which type of granular material (class II or III) is required for the project.

Material excavated from the trench may be used as granular backfill when, in the opinion of the ENGINEER, it meets the granular backfill grading requirements.

5. STONE REFILL

Stone refill shall consist of natural gravel, slag, or crushed gravel that is equivalent in gradation to MDOT 6A unless otherwise called for in the plan details.

6. EMBANKMENT

Embankment material shall consist of sound earth as described in Section 205.03H of the MDOT Standard Specifications for Construction.

CONSTRUCTION

7. CLEARING

Prior to the start of construction, the CONTRACTOR shall verify the limits of trees and other items that are to be saved. The CONTRACTOR shall then clear the site or trench excavation area of all remaining trees, brush, and other miscellaneous items that are not to be saved.

8. TREE REMOVAL

Where called for on the plans, the CONTRACTOR shall remove trees, including stump and main roots, and dispose of all associated foliage and debris offsite. Trees less than six (6) inch diameter shall be removed where required by the Work as incidental to the Contract. The CONTRACTOR shall abide by any easement agreements regarding the tree removal work and wood ownership.

9. STUMP REMOVAL

Where called for on the plans, the CONTRACTOR shall remove existing stumps, including main roots (two (2) inch diameter and larger), dispose of all associated debris offsite, and backfill the void with suitable material.

10. PAVEMENT CUTS

Where a trench must be cut through pavement, driveway, or sidewalk, particular care shall be taken to avoid unnecessary damage to adjoining areas of the pavement, driveway or sidewalk. All cuts through existing surfaces shall be made full-depth with a concrete saw. Cuts in concrete pavement shall be made parallel with longitudinal and transverse construction or contraction joints.

Saw cuts in concrete pavement shall not be nearer than five feet (5'-0") to a transverse joint, to the centerline of pavement, or to the edge of pavement or curb, i.e., no existing or replacement pavement shall be less than five feet (5'-0") in width. If the damaged pavement or surfacing is nearer than five feet (5'-0") to a joint or centerline of

pavement, or to edge of pavement, surfacing or curb, removal and replacement shall be extended to said joint, centerline, edge of pavement, surfacing, or curb. These same requirements shall apply to the saw cutting and replacement of concrete driveways.

If a square or block of sidewalk is cut, broken, or cracked, the entire square or block shall be removed and replaced.

11. CLASSIFICATION OF EXCAVATION

Earth, as a name for excavated material, shall include all glacial deposits whether cemented or not, except solid boulders one-half cubic yard or more in volume. It shall also include all alluvial deposits and material of every kind that can be excavated with equal facility by the equipment and means typically used for earth excavation.

Peat, as a name for excavated material, shall include all unstable organic soils such as peat, muck, marl, and underlying very soft clay.

Rock, as a name for excavated material, shall include pre-glacial solid ledge rock that can be removed most practically by blasting, barring or wedging, or by some other standard method of quarrying solid rock. It shall also include solid boulders of one-half cubic yard or more in volume as well as existing concrete, masonry with mortar joints, or other existing structural work that can be excavated practically only by methods of quarrying solid rock. It shall not include fragile, friable, or disintegrated materials of any kind that can be excavated by equipment and means used for earth excavation.

12. ROADWAY EARTHWORK

Roadway earthwork shall be performed in accordance with the construction methods that are described in Section 205 of the MDOT Standard Specifications for Construction unless otherwise called for in the plan notes, details, or supplemental specifications.

13. METHODS OF EXCAVATION IN EARTH

All excavation shall be by open cut from the surface, except in special cases where boring/jacking under pavement or structures may be required, or where boring/jacking under the root system will be required for tree root protection. All excavation shall be made in such a manner and to such depth, length, and width as will give ample room for building the structures, bracing, sheeting and supporting the sides of the excavation, pumping and drainage of ground water and sewage which may be encountered, and removal of all materials excavated. Special care shall be taken so that the soil below the bottom of structures to be built shall be left undisturbed so that a firm bed will be provided for construction. Any voids shall be backfilled with suitable granular material and shall be properly compacted.

14. TRENCH EXCAVATION

A. General

Excavation shall be of sufficient width and depth to provide adequate room for construction and installation of the work to the lines, grades and dimensions called for on the plans. Unless otherwise called for on the OWNER's standard details, the width of a trench from the invert to a height twelve (12) inches above the top of the pipe barrel shall be indicated as follows:

Pipe Size	Maximum Trench Width
4" through 12"	30"
Larger than 12"	O.D. + 24"

If the maximum trench width as specified above is exceeded, unless otherwise shown on the drawings, the CONTRACTOR shall install, at his own expense, such concrete

cradling or other bedding as is approved by the ENGINEER, to support the added load of the backfill.

Where trench excavation is in granular material, the last six (6) inches of trench depth shall be carefully excavated and trimmed by hand to the exact elevation and contour of pipe. Where trench excavation is in rock or clay soil, the trench bottom shall be undercut a minimum of four (4) inches below the final elevation of pipe. The bedding material as hereinafter specified shall be placed and compacted to the underside of the pipe.

Excavation for structures shall be made to the outside lines and surfaces of such structures wherever it is practicable to build directly against the sides and bottoms of excavations. In such cases, care shall be taken not to disturb the original foundation or backing. Final trimming shall be done by hand just before construction of the structure. If excess excavation is made, or the material becomes disturbed so as to require removal beyond the prescribed limits, the resulting space shall be refilled with bedding, as specified hereinafter, and solidly machine tamped into place to 95 percent of maximum unit weight before the construction work proceeds.

Excavation for structures shall be extended sufficiently beyond the limits of the structure to provide ample room for form construction and other construction methods to be followed, wherever necessary.

B. Bedding

Where the subgrade below the bottom of the pipe is disturbed during the construction, the space shall be refilled with sand or pea gravel bedding material solidly tamped to form a firm foundation for the pipe. Sand or pea gravel bedding material shall be extended to one (1) foot above the pipe, except that the bedding shall be exclusively pea gravel to the springline for pipe 36-inch and greater in diameter.

C. Amount of Trench Opening

Not more than 50 feet of trench shall be open at one time in advance of the pipe unless permitted by the ENGINEER. The length of street that may be occupied by the construction work at any one time shall be subject to the direction of the ENGINEER and will be based on requirements of the use of the street by the public. No more than 600 consecutive feet of street length shall be occupied at one time, and vehicle traffic through the street shall not be entirely stopped without permission of the ENGINEER.

After placement of the utility line, the Contractor shall backfill the trench promptly in order to minimize the length of open trench and avoid any unsafe conditions.

15. TRANSPORT OF NATIVE MATERIALS OFFSITE

If the Contractor encounters good materials (sand, gravel, topsoil, etc.) during the course of construction, he shall not be allowed to transport these materials offsite without the written approval of the Engineer. Wherever possible, suitable native sands and gravels shall be used as backfill rather than transporting them offsite and replacing them with non-native materials of a lesser quality.

16. STONE REFILL FOR TRENCH UNDERCUT

In locations where soil at the bottom of trench is unstable, the CONTRACTOR shall excavate (undercut) below the trench bottom and place stone refill as called for in the Materials Section of this specification.

17. EXCAVATION & TRENCH DEWATERING

The CONTRACTOR shall maintain any excavation or trench free of water during construction of any structures and/or pipelines. Water accumulated due to rainfall or runoff and minor groundwater inflow that

can be controlled through the use of portable trash, submersible or positive displacement pumps shall be considered normally expected and anticipated conditions associated with underground construction. This effort will be considered incidental to the cost of construction and will not be reimbursable at the unit price bid for dewatering in the proposal.

The required use of deep wells and/or well points to lower and maintain a reduction in the groundwater elevation below the trench bottom shall be subject to approval of the ENGINEER and shall constitute a reimbursable expense for trench or excavation dewatering. If a pay item for dewatering is included in the Bid Form, then the CONTRACTOR would receive payment for this work based upon the unit bid price. If there are no provisions in the contract for payment for dewatering (i.e. bid item or incidental to other pay items), then the CONTRACTOR shall submit a detailed estimate of the additional cost. Upon acceptance of the CONTRACTOR's estimate, the ENGINEER shall issue a change order. The CONTRACTOR must demonstrate that a continuous effort is required to control hydrostatic pressure in the construction area in order to claim compensation for dewatering.

The CONTRACTOR shall take adequate precautions to control the discharge of dewatering pumps so as to prevent soil erosion or sedimentation of drainage ditches, structures, storm sewers, culverts, natural drainage courses, ponds, lakes or wetlands.

The CONTRACTOR shall insure that discharge from any dewatering operations has a suitable outlet and that it will not cause any damage to adjacent dwellings or property. Water and discharge hoses shall be placed and/or controlled so as to prevent a hazard to pedestrians or motor vehicles passing in the vicinity of the construction site.

Electric pumps shall have suitable power supply appurtenances meeting NEC requirements and properly fused and grounded to prevent electrical shock hazards to on-site personnel.

Internal combustion engine driven pumps, if operated 24 hours per day, shall have adequate exhaust silencers in good repair to muffle engine noise to an acceptable level for the area where located.

18. DIVERTING EXISTING SEWERS

Where existing sewers or drains are encountered in the Work, adequate provision shall be made for diverting flow in the existing sewers so that the excavation will be kept dry during the progress of the construction work. Upon completion of the construction work, the existing sewers shall be restored or otherwise provided with an adequate outlet as directed by the ENGINEER.

19. SHEETING, BRACING & SHORING

Where required to properly support the surfaces of excavations to protect the construction work, adjacent work or workers, sheeting, bracing and shoring shall be provided. If the ENGINEER is of the opinion that at any point sufficient or proper supports have not been provided, he may order such additional supports at the expense of the CONTRACTOR, but neither the placing of such additional supports by the order of the ENGINEER nor failure of the ENGINEER to order such additional supports placed shall release the CONTRACTOR from his responsibility for the sufficiency of such supports and the integrity of the Work. In removing the sheeting and bracing after the construction has been completed, special care shall be taken to prevent any caving of the sides of the excavation and injury to the completed work or to the adjacent property.

20. SHEETING LEFT IN PLACE

Sheeting, bracing and shoring shall not be left in place after completion of the work except as required by the ENGINEER. Where sheeting, bracing, and shoring must be left in place in order to protect the work, adjacent structures, or property, it shall be cut off or left not less than two (2) feet below the established surface grade. If sheeting, shoring or bracing must be left in place, then it shall be paid for at the contract unit bid price that is shown on the Bid Form. If a pay item was not included on the Bid Form, then a work order shall be negotiated.

21. CROSSING EXISTING STRUCTURES/PIPES

During construction, it may be necessary to cross under certain sewers, drains, culverts, water lines, gas lines, electric conduits and other underground structures. Every effort shall be made to prevent damage to such structures. Wherever such structures are disturbed or broken, they shall be restored to good condition. Specified granular backfill shall be placed as described in Section 23, Backfilling. MDOT Grade S3 concrete shall be utilized where directed by the ENGINEER at no additional cost to the project. Either granular backfill or concrete shall be brought to the spring line of the higher utility.

22. TUNNELING TREES

Trees eight (8) inches in diameter or less will require a minimum tunnel length of eight (8) feet. Trees over eight (8) inches in diameter, measured four (4) feet above the ground surface, will require a minimum tunnel length equal to one foot for each inch of tree diameter.

Trees shall be tunneled whenever any portion of an excavation approaches within a distance equal to one-half the required tunnel length except as otherwise noted on the plans.

Tunneling under trees may be accomplished by one of the following methods:

a. Boring and jacking casing pipe along with placement of a carrier pipe.

b. Boring and jacking sewer pipe or water main without a casing pipe.

c. Jacking sewer pipe or water main without boring and without a casing pipe.

Plan notes or existing field conditions shall indicate which method may be used for the tree tunneling work.

23. BACKFILLING

A. General

Backfilling shall include all work required as hereinafter specified. The placement of various pipe, including bedding and building of structures, shall be completed prior to backfilling.

Where called for on the plans, the CONTRACTOR shall backfill trenches and/or other excavations with suitable excavated material (not including gray or blue clay) replaced into the trench or excavation and compacted to not less than 95 percent of maximum unit weight as determined at existing moisture content during backfilling. Compaction shall be provided by means of suitable mechanical compaction equipment.

If the moisture content of cohesive backfill material exceeds the optimum moisture content for maximum density by more than three percent (3%), the CONTRACTOR shall dry the material to meet the foregoing moisture content limitation or provide, at his own expense, MDOT Granular Material Class III. No sloppy or wet backfill will be allowed.

Maximum unit weight will be determined by current methods of Test for Compaction and Density of Soil, AASHTO Designation T-180 or by the Cone Density Method

developed by MDOT, as the material may require.

The ENGINEER shall make compaction tests at all locations requiring granular backfill.

Any depression resulting from settlement of any backfill prior to the date of final payment for all work under this contract shall be brought to the proper grade and surface and made to match the adjacent surface.

B. Materials

Bedding, excavated backfill, and granular backfill shall conform to the requirements that were previously described in Parts 3 and 4 of this specification.

C. Compaction

Backfill material shall be placed in layers not to exceed 12 inches in thickness unless the contractor can demonstrate to the satisfaction of the Engineer that he can consistently attain the specified density on thicker lifts.

Specified compaction shall be obtained with the use of a bulldozer, sheepsfoot roller, mechanical tamper or other similar and effective equipment. Specified compaction means not less than 95 percent (not average 95 percent) of maximum unit weight when tested in accordance with current MDOT Specifications.

If excavated material is not suitable to obtain 95 percent minimum compaction, the CONTRACTOR shall, at his expense, remove unsuitable materials or add granular materials, or both, to obtain ninety-five percent (95%) minimum compaction as specified.

Compaction tests will be made by a representative of the OWNER and paid for by the OWNER, unless otherwise specified in the Contract Documents.

D. Backfilling Trenches

Bedding

The type of bedding required is shown on the detail drawings.

Bedding shall be worked under the haunches of the pipe to provide firm continuous support.

Bedding placed on the sides of and above the pipe shall be compacted by machine tamping to not less than ninety-five percent (95%) of maximum unit weight in layers not exceeding 12 inches in depth.

Trench or Excavated Area

All trenches in paved streets, shoulders, traveled roadways, parking areas and driveways shall be backfilled with suitable excavated backfill or granular backfill, as shown on the drawings from one (1) foot above top of pipe up to the required subgrade elevation which will allow for placement of the required gravel base and/or pavement surface. The approved excavated backfill or granular backfill shall be placed and thoroughly and uniformly compacted by machine tamping to the specified compaction. With the approval of the ENGINEER, water jetting may be accepted in lieu of tamping for granular backfill only.

Specified compaction shall be required of the entire trench when the edge of trench is within three (3) feet of edge of pavement. On road crossings, specified compaction shall extend ten (10) feet beyond the edge of pavement for paved roadways with gravel shoulders or shall extend three (3) feet beyond the back of curb for roadways with curb.

Trenches under concrete sidewalks and bike paths shall be backfilled from one foot above top of pipe to a level four (4) inches below finished grade of the sidewalk with approved suitable excavated backfill or

granular backfill and compacted to ninety-five percent (95%) maximum density.

Trenches not in paved streets, shoulders, traveled roadways, parking areas, driveways or under sidewalks, shall be backfilled from one (1) foot above the top of the pipe up to the ground surface (except as noted under the Restoration Specification) with suitable excavated backfill and shall require compaction equal to adjacent undisturbed earth.

Wherever gas mains, water mains, sewers, or other utilities are located in the trench area, granular backfill shall be used for backfill from bottom of the trench up to the springline of the pipes. Granular backfill shall be placed across the full trench width and extend far enough either side of the existing pipe to allow specified compaction so as to thoroughly support the pipe within the trench area.

E. Backfilling Around Structures

As soon as practicable after concrete structures have set, forms and debris shall be removed and the surface of the concrete pointed. After the structure has been checked and approved, the excavated area around the structure shall be backfilled up to specified subgrade with granular material or suitable excavated material as called for on the drawings for the adjacent trench. The fill shall be thoroughly compacted by machine tamping. No large boulders or masonry shall be placed in backfill. No backfill will be placed against manhole walls within 48 hours after the plaster coat has been applied to the outside of the walls nor shall backfill be placed about concrete structures until concrete has attained at least 75 percent of its design strength and approval of the ENGINEER has been obtained.

24. PLACING AND COMPACTING EMBANKMENT

Embankment material for fill work shall be placed and compacted in accordance with Section 2.05.03H of the MDOT Standard Specification for Construction.

25. DISPOSAL OF EXCAVATED MATERIAL

After all suitable excavated material has been used on site, the CONTRACTOR shall be responsible for properly removing and disposing of the excess.

The CONTRACTOR shall also be responsible for disposing of all other excavated materials that are unsuitable for use as fill or backfill. Unsuitable materials may include, but are not limited to, broken concrete, asphalt, rock, stone, and other related debris. The CONTRACTOR shall be required to obtain his own disposal areas and permits and shall receive no additional compensation for this disposal work.

Surplus or unsuitable material shall not be disposed of either temporarily or permanently beyond the plan grading limit line or across any wetland or flood plain unless the plans provide for such placement.

Any agreements that the CONTRACTOR makes with local residents concerning the placement of fill on private property shall be the sole responsibility of the CONTRACTOR. The OWNER will not become involved with any such agreements and will not be liable for damages that the CONTRACTOR may cause to private property.

Placement of fill on private property may require that the resident or CONTRACTOR obtain a grading permit or fill permit from the OWNER.

26. FINAL CLEANUP & GRADING

Upon completion of the construction, and before final payment is made, the CONTRACTOR shall restore his working area to as clean a condition as existed before his operations were started. He shall go over the entire line and refill any place that may

have settled. He shall then re-grade and put in shape all backfilled trenches, all fills he may have made from excess excavated materials, and all other areas that may have been disturbed through all operations.

27. CONTRACTOR SAFETY REQUIREMENTS

The excavation and trenching operations shall be conducted by the CONTRACTOR in a manner that will provide safe working conditions for all persons on the site who may be affected by the Work. The CONTRACTOR shall also conduct his operations in a manner that will protect adjacent property from damage.

Trench sides shall be either cut back to the slope as necessitated by soil and ground water conditions which will provide stable sides, or supporting systems shall be installed that are capable of restraining the earth sides from movement. A qualified employee of the CONTRACTOR shall design the trench supporting systems.

The CONTRACTOR shall employ, at all times at the site of the work, a qualified person who will be responsible for the safety of both the work and workmen, and who will make all the decisions relevant to the stability of trenches, the adequacy of any and all protective devices, proper operation of equipment, and all other matters related to safety.

The CONTRACTOR shall not store, along and adjacent to the trench, excavated material, heavy equipment, backfill materials, sewer pipe, or other construction materials which may impose too great a load on the earth and cause displacement or caving of the earth. The CONTRACTOR shall, at all times, provide a safe means of emergency exit from all trench excavations.

End of Section

STORM SEWER CONSTRUCTION

Table of Contents

General

1. Scope of Work....1
2. Shop Drawings....1
3. Certification & Checking....1
4. MDOT Standards....1

Materials

5. Sewer Pipe....1
6. Cement Mortar Pointing:....3
7. Storm Drainage Structures....3

Construction

8. General....4
9. Laying Pipe....4
10. Storm Drainage Structures....6
11. Final Grade Adjustments....7
12. Stubs, Connections, Bulkheads & Miscellaneous Items of Work....7
13. Cleaning....7
14. Testing....8

GENERAL

1. SCOPE OF WORK

This work shall be subject to the requirements of the General Conditions and General Specifications and shall include the furnishing of all labor, materials, tools, equipment, accessories and services necessary for providing and installing the items as shown on the Contract Documents or as herein required.

In the event these Specifications conflict with those of the OWNER's standards, the permit agency, or agency controlling the right-of-way where the sewer is being installed, the more stringent requirements will govern.

2. SHOP DRAWINGS

When required by the ENGINEER, shop drawings shall be furnished as prescribed under the General Conditions.

Before the CONTRACTOR orders any pipe or other appurtenances that he is proposing to use as substitutes for specified items, he shall submit design details of the substitutes to the ENGINEER for consideration and approval.

3. CERTIFICATION & CHECKING

All pipe and precast structures delivered to the job shall be accompanied by certification papers showing they have been tested in accordance with applicable specifications and that they meet the specifications for the project. All pipes and precast structures will be checked upon delivery to the job site. Any cracked, damaged or broken pieces or sections will be immediately removed from the site at the CONTRACTOR's expense.

4. MDOT STANDARDS

References to the Michigan Department of Transportation (MDOT) Specifications shall pertain to the 2020 Standard Specifications for Construction.

MATERIALS

5. SEWER PIPE

Sewer pipe shall be of the type and class designated for the specific locations or intended use shown or noted on the project plans. Any deviation from the type or class of pipe shown on the plans will not be permitted except upon receipt of written approval of the ENGINEER.

Any of the types of storm sewer pipe or joints listed below may be substituted upon approval of the ENGINEER provided that the flow capability and pipe strength (external load supporting) is equal to or exceeds that of the pipe specified on the plans.

Table ST-1
Storm Sewer Pipe Specifications

The intent of this table is to show the standards required for particular types of pipe and joints. The OWNER may not accept all of these types. The CONTRACTOR must refer to the project plans OWNER's standard details and bid forms to determine the type of pipe required for a particular project.

	Type of Pipe	Pipe Specification*	Allowable Type of Joint	Joint Specification *
a.	Extra strength non-reinforced concrete	ASTM C14	Modified grooved tongue with rubber gasket	ASTM C443
b.	Reinforced round concrete (size 12" & larger)	ASTM C76	Modified grooved tongue with rubber gasket	ASTM C443
c.	Reinforced elliptical concrete	ASTM C507	Tongue & grooved bituminous sealed joint with inside cement pointing on 42" equivalent size and larger External Seal (can be added to tongue and grooved bituminous sealed joint)	ASTM C443 ASTM C877
d.	Corrugated and smooth round metal pipe & pipe arch (galvanized steel)	AASHTO M36 ASTM A760	Metal coupling bands	AASHTO M36
e.	Corrugated and smooth round metal pipe & pipe arch (aluminized steel type 2)	AASHTO M36 ASTM A760	Metal coupling bands	AASHTO M36
f.	PVC (corrugated pipe with smooth interior; size 36" & smaller)	ASTM F949	Push on type	ASTM D3212 ASTM F477

	Type of Pipe	Pipe Specification*	Allowable Type of Joint	Joint Specification *
g.	HDPE	AASHTO M294 ASTM F2306	Push on type	ASTM D3212 ASTM F477
h.	PVC underdrain – smooth wall (4" & 6")	AASHTO M278	Push on type	* *
i.	ABS underdrain – smooth wall (4" & 6")	ASTM D2751, SDR 35 (AASHTO M270 for perforations)	Push on type	* *
j.	Polyethylene underdrain – corrugated (4" & 6")	AASHTO M252	Coupling band	AASHTO M252
k.	PVC underdrain – corrugated (4" & 6")	ASTM F949 (AASHTO M252 for perforations)	Coupling band	ASTM F949

* The latest revision of ASTM or AASHTO Specifications shall apply.

* * Joint tightness requirements shall not apply.

ASTM stands for American Society of Testing and Materials
AASHTO stands for American Association of State Highway Transportation Officials

6. CEMENT MORTAR POINTING:

Non-shrink cement mortar shall conform to MDOT Standard Specifications for Construction Type R-2 Mortar.

7. STORM DRAINAGE STRUCTURES

Manholes, catch basins, inlets, and special structures shall be constructed at locations shown on the plans and shall be of the size and type called for on the plans. They shall be constructed of precast reinforced concrete, concrete manhole block, poured-in-place concrete, or combinations of above. Structures shall be constructed to conform to these specifications and in accordance with the plan details. Where references are made to ASTM or AASHTO Specifications, the latest revision shall apply.

a. Precast reinforced concrete manhole sections shall conform to ASTM C478. The minimum wall thickness for four (4) foot diameter manholes shall be five (5) inches.

b. Precast manhole tees for 48-inch and larger storm sewer pipes shall be the same class pipe as that specified on the plans, but shall be a minimum ASTM

C76 Class IV. The manhole riser shall meet the requirements of ASTM C478.

c. Joints on precast reinforced concrete risers, cones, and base sections may be either cold applied bituminous mastic or modified grooved tongue with rubber gasket conforming to ASTM C443.

d. Base slab for structures shall be precast reinforced concrete, ASTM C478. When approved by the ENGINEER, poured in place concrete may be used. Base riser section with integral floor design shall be approved by the ENGINEER prior to manufacture.

e. Manhole steps shall be reinforced polypropylene plastic No. PS2-PFS as manufactured by M.A. Industries, Inc., cast iron No. 8500 as manufactured by East Jordan Iron Works, approved equal, or as specified on the drawings.

f. Concrete manhole block shall conform to ASTM C139 and additional requirements of MDOT Specification 913.05.

g. Brick for use in drainage structures shall conform to MDOT Specifications 913.03 A and C (concrete bricks).

h. Grade rings shall conform to ASTM C478 and shall have minimum thickness of three (3) inches.

i. Mortar for use in drainage structures shall conform to MDOT Specification 1005, Type R-2.

j. Concrete for poured-in-place construction shall conform to plan details, approved shop drawings, and to the requirements of grade S3 concrete as shown in the MDOT Specifications Table 1004-1 Concrete Mixtures.

k. Gray iron castings shall be of the type, size, and weight as specified on the plans. The castings shall conform to MDOT Specification 908.05.

l. The entire outside surface of all brick or concrete block portions of drainage structures shall be plaster coated with one-half (1/2) inch thick mortar.

m. All manholes on storm sewers eighteen (18) inches in diameter and smaller shall have two foot deep sumps unless otherwise called for on the plans

CONSTRUCTION

8. GENERAL

Excavation, bedding, and backfill for sewers and related structures shall be accomplished in accordance with requirements in the Earthwork Section.

Excavations shall be of sufficient widths and depths to provide adequate room for the construction and installation of the work to the lines, grades, and dimensions called for on the plans.

If the maximum trench width specified in the Earthwork Section is exceeded (unless otherwise shown on the plans), the CONTRACTOR shall install, at his own expense, such concrete cradling or other bedding as approved by the ENGINEER to support the added load of the backfill.

Install pipe, fittings, and appurtenances in strict accordance with the manufacturer's recommendations and these Specifications.

9. LAYING PIPE

a. Handling Pipe & Fittings

All pipes and castings shall be unloaded and distributed along the line of work in such manner and with such care as will effectually avoid damage to any pipe or fitting. Dropping pipe or fittings directly from the truck will not be permitted. Care

must also be taken to prevent abrasion of the pipe.

b. Placement of Pipe

Each pipe shall be checked for defects prior to being lowered into the trench. The inside of the pipe and the outside of the spigot shall be cleaned of any dirt or foreign matter.

Construction shall begin at the outlet end and proceed upgrade with spigot ends pointing in the direction of flow. Pipes shall be laid on a minimum four (4) inch sand bedding. A six (6) inch sand bedding shall be provided if called for on the plan details. If the subgrade has been disturbed so that refilling is necessary to bring the pipe to grade, such refilling shall be done with sand or gravel thoroughly tamped in place. Bell holes shall be excavated so that the full length of the pipe barrel will bear uniformly on the sand bedding.

Pipes shall be centered in bells or grooves and pushed tight together to form a smooth and continuous invert. After laying pipe, care shall be taken so as not to disturb its line and grade. Any pipe found off grade or out of line shall be re-laid properly by the CONTRACTOR.

c. Line and Grade

All pipe shall be laid to line and grade called for on the plans. Each pipe, as laid, shall be checked by the CONTRACTOR with line and grade pole or other device to insure this result is obtained. The finished work shall be straight and shall be sighted through the pipe between manholes.

d. Excavation to 18 inches Below Bottom of Pipe

As a result of the CONTRACTOR's construction procedure or where excavation has not uncovered a stable foundation subgrade at a depth of six (6) inches below the bottom of pipe, the CONTRACTOR shall continue to excavate downward to a maximum distance of eighteen (18) inches below the bottom of pipe to reach stable foundation soil. The space resulting from such excavation and the pipe bedding shall be filled and constructed in the same manner and using the same materials specified in the Earthwork Specifications Section. All costs for such construction shall be borne by the CONTRACTOR.

e. Excavation Below Limits Specified in above Paragraph "d"

Where excavation has not uncovered a stable, foundation subgrade at depths eighteen (18) inches below the bottom of pipe, then the CONTRACTOR shall stop further excavation and immediately notify the ENGINEER of the condition and of his intent to make a claim for additional cost. The ENGINEER shall investigate the soil conditions and may direct the CONTRACTOR to continue excavating if it appears that a stable subgrade can be obtained. In this case, the additional excavation beyond eighteen (18) below the bottom of pipe would be measured and paid for as trench undercut and refill. Material for refill of the undercut area shall be as described in the Earthwork Section. In the event that soil conditions are extremely severe, then the ENGINEER and soils consultant shall investigate the site conditions and shall prescribe the appropriate pipe support system to be used. Within ten (10) days after the ENGINEER determines the appropriate pipe support system to be used, the CONTRACTOR shall submit a detailed estimate for additional cost, excluding the costs to be borne by the CONTRACTOR in the above paragraph "d". The estimate shall include only those additional costs necessary to construct the pipe support system as directed by the ENGINEER. It shall not include

construction costs prior to the stoppage of work. Upon acceptance of the CONTRACTOR's estimate, the ENGINEER shall issue a change order.Laying and Bedding of PVC and HDPE Pipe

Bedding of PVC and HDPE Pipe shall be in accordance with current ASTM specifications.

Potential damage can occur to exterior walls of PVC and HDPE Pipe, particularly under cold weather conditions if rocks, frozen material, or large objects strike the pipe. The CONTRACTOR shall carefully avoid dumping any materials other than approved bedding sand or stone on the pipe until a 12-inch cover is placed on it. Pipe walls and joints shall also be protected from abrasion and damage during handling and shall be fully checked just prior to placing in the trench.

Care shall be taken during bedding compaction to avoid distorting the shape of the pipe or damaging its exterior wall.

Cutting of pipe, where required, shall be performed by the use of tools or equipment that will provide a neat, perpendicular cut without damage to the pipe material.

Bowing or warping of pipe can occur with temperature fluctuations. The CONTRACTOR shall store and protect the pipe to minimize bowing. Nominal 12'-6" pipe lengths that have deviations from straight greater than one (1) inch shall not be used.

f. Concrete Cradle for Pipe

Where called for on the drawings, or otherwise required, pipe shall be installed with a concrete cradle of MDOT Grade S3 concrete.

Each pipe shall rest on a 6-inch minimum thickness bed of dry mix concrete that is shaped to fit the bottom of the pipe. The dry mix concrete shall be MDOT Grade S3 or ENGINEER-approved equal.

After setting the pipe, the space between the outside of the pipe and the undisturbed trench bank shall be filled to a level equal to a point 1/3 of the diameter above the pipe invert with MDOT Grade S3. The concrete shall have a five (5) inch slump and be mechanically vibrated to insure complete filling of the annular space between the excavated face of the original ground and the outside face of the pipe.

g. Jointing

Where pipe is laid in wet trenches, trenches with running sand, or in trench conditions where manual means will not allow pushing the pipe home, the CONTRACTOR shall provide and use mechanical means for pulling the pipe home and holding the pipe joints tight until completion of the line. Mechanical means shall consist of a cable placed inside the pipe with a suitable winch, jack, or come-along for pulling the pipe home and holding the pipe in position.

All joints on elliptical concrete pipe (42-inch equivalent diameter and larger) shall be cement mortar pointed on the inside. On bituminous mastic joints the compound shall be removed to a depth of three-quarters (3/4) of an inch from the inside of the joint before pointing.

h. Backfill

Backfill shall be placed in accordance with the Earthwork Specifications.

10. STORM DRAINAGE STRUCTURES

Construction methods for drainage structures shall conform to MDOT Specification 403.03 except as herein provided.

All precast sections shall bear the stamp of an approved laboratory as having been tested and delivered from tested stock of the

manufacturer, at the expense of the CONTRACTOR.

Precast sections shall be constructed so that no more than fifty (50) percent of the circumference, measured on the inside face, is deleted on any horizontal plane for sewer pipe openings. There shall be no less than twelve (12) inches of residual concrete measured on any horizontal plane between pipe openings.

Excavation shall be carried to the depth required to permit the construction of the base in accordance with the requirements of the Standard Details. The excavation shall be sufficiently wide to allow for shoring, bracing, or formwork, should any or all be necessary. Also, the excavation shall allow for accessibility in plastering the exterior of all brick masonry. The bottom of the excavation shall be trimmed to a uniform horizontal bed to receive the concrete base. The excavated section shall be completely dewatered before any concrete is placed therein.

With the exception of drainage structures having sumps, the bottom of the structures shall be channeled to provide for smooth flow through the manhole. Channels shall be formed using MDOT Grade S3 concrete.

Connections to manholes shall be properly supported and braced where not resting on original ground so that any settlement will not disturb the connection.

11. FINAL GRADE ADJUSTMENTS

a. Final Grade – Existing Structures

Adjustment of drainage structures shall apply to all final vertical changes made on existing structures where the elevation of the cover is not changed by more than six inches. Vertical changes in excess of six (6) inches will be treated as structure reconstruction.

b. Final Grade – New Structures

Final grade adjustment of new structures shall be considered as incidental to the structure construction.

Final grade adjustments may be made using either brick and mortar construction or precast concrete adjustment rings at the option of the CONTRACTOR.

The maximum allowable grade adjustment using grade rings shall be fifteen (15) inches. Final grade adjustment for manholes located in pavements and sidewalks shall be made with brick and mortar. A minimum of three (3) or maximum of six (6) courses of brick shall be placed on top of the precast cone section.

12. STUBS, CONNECTIONS, AND BULKHEADS

The CONTRACTOR shall furnish all material and labor and shall install and/or construct stubs, connections, bulkheads, and related items of work as called for in the Contract Documents.

Existing sewers shall be connected where called for on the plans. Bulkheads shall be placed or removed where called for on the plans.

Unless otherwise noted on the plans, stubs twelve (12) inches or larger in diameter shall consist of one full length of concrete storm sewer pipe, minimum length eight (8) feet, with watertight brick and mortar bulkhead. Unless otherwise noted on the plans, stubs four inches (4-inch) to ten inches (10-inch) in diameter shall consist of one full length of plastic storm sewer pipe, minimum length of eight (8) feet, with an expandable plug or removable cap.

13. CLEANING

All sewers shall be thoroughly cleaned before final acceptance.

14. TESTING

a. General

The CONTRACTOR shall provide all necessary equipment and labor for making the tests and cost of same shall be incidental to the unit price bid for sewer.

b. Deflection Test for Plastic Pipe

The allowable maximum deflection shall be five (5) percent of internal pipe diameter. A Deflection Test Gauge (Go, No-Go) as manufactured by Hurco Technologies, Cherne Industries, or approved equal shall be used to verify that the maximum allowable deflection standard is met. The test gauge must have a minimum of 9 points. Proving rings must be provided to verify the gauge diameter. The gauge must be pulled through manually. Force will not be allowed. Pipe with deflections greater than five (5) percent will be considered unacceptable and shall be replaced by the CONTRACTOR at his own cost.

c. Videotaping

As a means of insuring that pipe laying was properly done and that all joints are in a "home" position, the CONTRACTOR shall provide for videotaping of ten (10) percent of the pipe footage laid (pipe 36" diameter and smaller), with no less than one manhole run being televised on each project. The ENGINEER shall indicate which pipe runs are to be videotaped. The videotaping shall be done no sooner than thirty (30) days after sewer installation is complete. The CONTRACTOR shall provide twenty-four (24) hours notice to both the OWNER and ENGINEER prior to videotaping so that a representative may be present. A satisfactory review of the videotape by the ENGINEER shall be a condition for sewer acceptance by the OWNER. Typical items to be reviewed on the videotape will include pipe deflection, pipe settlement, connections, joints and pipe cleanliness. If the videotape review reveals unsatisfactory conditions, the CONTRACTOR shall correct the conditions at his own cost and shall re-videotape the affected pipe sections for review by the ENGINEER.

End of Section

DIGITAL RECORDED VIDEO SURVEY

Table of Contents

General

1. Scope 1
2. Firm Background 1
3. Schedule 1

Materials

4. Equipment 1
5. Digital Recording 2
6. Digital Video Tracks 2
7. Lighting Requirements 3
8. Digital Video Coverage 3
9. Firm Responsibilities 3
10. Video Indentification and Submittal 4

GENERAL

1. SCOPE

Prior to commencing work, the CONTRACTOR shall have a continuous color audio-video digital recording taken along the designated length of the project to serve as a record of existing conditions. All written records and flash drives containing digital records shall become the property of the OWNER.

2. FIRM BACKGROUND

The CONTRACTOR shall engage the services of a professional digital recording firm that is actively engaged in color audio-video recordings for various municipalities. The firm shall have a minimum of two years experience in audio-video digital recording of construction projects.

The OWNER may make such investigation as he deems necessary to determine the ability of the digital recording firm to perform the work. The CONTRACTOR shall furnish the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any digital recording firm if the investigation fails to satisfy the OWNER that such firm is properly qualified to carry out the work specified herein. Upon rejection of a digital recording firm, the CONTRACTOR shall engage the services of another firm that shall undergo the review and approval process as previously discussed.

3. SCHEDULE

All digital recording shall be done during times of good visibility. No recording shall be done during periods of visible precipitation or when more than ten (10) percent of the ground is covered with snow or standing water unless otherwise authorized by the ENGINEER.

Digital recording shall be done prior to placement of materials or equipment in the construction area. Flash drives containing digital records shall be furnished to the OWNER at least one week prior to the preconstruction meeting.

No construction shall begin prior to review and approval of the digital video by the OWNER.

The OWNER shall have authority to reject all or any portion of the digital recording that does not conform to the specifications. Any coverage that is not acceptable to the OWNER shall be rerecorded at no additional charge. The CONTRACTOR shall reschedule unacceptable coverage within five (5) days after being notified.

MATERIALS

4. EQUIPMENT

All equipment, accessories, and materials necessary to perform this service shall be furnished by the CONTRACTOR and the digital recording firm, except for the plans of the proposed area to be digitally recorded

which are to be furnished by the OWNER. The CONTRACTOR shall be responsible for providing any temporary warning signs or barricades if required during the digital recording operations. Digital recordings shall be on high-quality flash drives for lossless picture quality, suitable for uploading and viewing on standard computer systems.

In some instances, digitally recorded coverage may not be suitable for recording necessary details. In such instances, the ENGINEER may specify digital still photographs to provide coverage. Digital photography must be used and the firm shall provide a flash drive containing digital records of all images. A suitable labeling system and description of the location of the photograph shall accompany the photographs in PDF form on the flash drive with the digital photographs.

5. DIGITAL RECORDING

Each digital recording shall begin with the current date, project name, and municipality as well as the general location or station, name of the street, viewing side, and direction of progress. Houses and buildings shall be identified by address.

When conventional wheeled vehicles are used, the distance from camera lens to the ground shall not be less than ten (10) feet to insure proper perspective.

In some instances, digitally recorded coverage will be required in areas that are not accessible by conventional wheeled vehicles. Such coverage shall be obtained by walking or special conveyance approved by the ENGINEER.

The engineering stationing numbers shall be continuous and accurate and shall correspond to the project stationing within the field of view. Standard engineering symbols (for example, 14 + 84) shall appear in the upper left of the viewing screen.

Beneath the engineering stationing, periodic transparent alphanumeric information consisting of the project name, location, direction of travel, viewing side, etc., shall appear.

Global Positioning System Satellites may be used in place of or in addition to engineering stationing numbers where available. The global positioning system shall provide updates at one (1) per second and have an accuracy of five (5) meters or less spherical accuracy. The GPS coordinate display will be at one (1) meter longitude and l meter latitude. (example: 3000N423 9456W294)

To preclude the possibility of tampering or editing in any manner, all digital recordings shall, by electronic means, display continuously and simultaneously generated transparent digital information to include the date and time of recording, as well as corresponding GPS coordinates and/or engineering stationing numbers. The date information will contain the month, day and year (for example, 10/5/06) and be placed directly below the time information. The time information shall consist of hours, minutes and seconds separated by colons (for example 10:35:18). This transparent information shall appear on the extreme upper left-hand of the screen.

Each digital recording mush be taken at 4K resolution (3840 pixels × 2160 lines), 16:9 aspect ratio, and 60 FPS. File types can include .MP4 and .MOV. Prohibited file types include .MEPG, .FLV, .WMV, and.SWF.

6. DIGITAL VIDEO TRACKS

Digital recordings shall consist of one (1) video and two (2) audio tracks, all of which must be recorded simultaneously. All tracks shall consist of original live recordings and thus shall not be copies of other audio or digital video recordings. Audio track one (1) shall contain the narrative commentary of the camera technician and shall be recorded

simultaneously with his fixed elevation video record of the area of construction. Audio track two (2) shall contain the narrative commentary and evaluations of the ground level remote technician whose function shall be to provide a complete circumspection of any features that are not adequately visible to the camera technician. In order to maintain viewer orientation, transition from a fixed camera overview to a remote camera picture shall be accomplished by means of an electronic dissolve.

7. LIGHTING REQUIREMENTS

In order to produce proper detail and perspective, adequate lighting will be required to fill in the shadow areas caused by trees, utility poles, road signs and other such objects.

For interior and exterior surfaces of existing buildings, a 500 LED light source with 30W of power consumption and a color range between 3200K-5600K is required to enable all objects to be distinctive and clearly video taped with correct detail in order to obtain proper perspective. The CONTRACTOR shall provide all power required for lighting.

8. DIGITAL VIDEO COVERAGE

a. Construction Zone

Digital video coverage shall include all surface features located within the zone of influence of construction and shall be supported by appropriate audio description. Such coverage shall include, but not be limited to, public right-of-way, easement areas, adjacent private property, all existing driveways, sidewalks, curbs, ditches, roadways, landscaping, trees, shrubs, fences, culverts, headwalls, retaining walls, and buildings located within such zone of influence. Of particular concern shall be the existence of any faults, fractures, or defects.

Houses and buildings shall be identified visually by house number when visible. Manholes or other utility structures shall also be identified.

The rate of travel used during digital recording shall not exceed forty-eight (48) feet per minute. Panning rates and zoom-in/zoom-out rates shall be controlled sufficiently such that stop action during playback will produce clarity of the object viewed.

The ENGINEER shall have the authority to designate areas for which coverage may be added or omitted.

b. Interior and Exterior Surfaces

Building exterior coverage shall include, but not be limited to, all the masonry features of the building such as walls, foundations, chimneys or porches. Building interiors shall include, but not be limited to, all outside basement walls and flooring.

All property being digitally recorded for interior record must have a permanent exterior front view recorded on video displayed in upper right-hand corner of the viewing screen for positive identification of property. This view will be no larger than twenty percent (20%) of the picture area and must begin by showing the address. The camera technician shall pan and zoom in and out as necessary to control the clarity of objects being viewed.

All digital recording shall be done during regular business hours unless otherwise authorized by the OWNER or agreed to by an affected property owner.

9. DIGITAL RECORDING FIRM RESPONSIBILITIES

The digital recording firm may televise and record areas within public rights-of-way, along municipal-owned easements, through municipal-owned parks, and municipal buildings. When digital recording is to be done on private property, the digital recording firm shall give the OWNER

sufficient prior notice so that the property owners may be contacted and their permission obtained for the work.

Three (3) attempts must be logged by the camera technician to complete the video project at each location, and a log sheet describing the day, time, and disposition of the contact must be kept.

At no time will the digital recording firm be allowed to use any electrical circuits located inside or outside buildings on private property. The digital recording firm must enter and leave property in a professional and orderly manner.

10. VIDEO INDENTIFICATION AND SUBMITTAL

All flash drives containing digital records shall be properly identified by number, location, project name, and municipality in a manner that is acceptable to the OWNER.

A record of the contents of each flash drive shall be supplied by a log sheet that identifies each segment in the digital recording by location, roll number, street or road viewing, viewing side, starting point, traveling direction, and ending point.

A minimum of three flash drives containing digital records shall be provided upon final approval and acceptance of the videos by the OWNER and ENGINEER (one set each for the OWNER, ENGINEER, and CONTRACTOR). Additional sets shall be furnished if requested by the OWNER.

End of Section

RESTORATION

Table of Contents

General

1. Scope of Work....1
2. Shop drawings....1
3. MDOT Standards....1

Materials

4. Aggregate....2
5. Bituminous Surface, Leveling, & Base Courses....2
6. Concrete Pavement, Sidewalks, Curb & Gutter....2
7. Topsoil....2
8. Seed & Fertilizer....3
9. Mulch & Mulch Blankets....3
10. Sod....4
11. Fencing....4
12. Trees & Shrubs....4
13. Timber Posts....4
14. Traffic Signs & Posts....4

Construction

15. Pavement Striping....4
16. Pavement Restoration....4
17. Turf Establishment....6
18. Fencing....7
19. Guardrail....8
20. Tree & Shrub Planting....8
21. Mailboxes....8
22. Traffic Signs & Posts....8
23. Permanent Pavement Striping....8
24. Drainage Structures, Culverts, & Ditches....8
25. Progress of Final Restoration....8

GENERAL

1. SCOPE OF WORK

This work shall be subject to conditions of the General Conditions, General Specifications and include the furnishing of labor, materials, tools, accessories, equipment and services necessary for restoration of the surfaces shown on the Contract drawings and/or as herein required.

This work shall include replacement of all permanent type roadway surfaces, concrete sidewalks, curb and gutters, driveways, trees, culverts, fences, ditches, and miscellaneous items damaged or removed due to construction. Disposal of excess or unsuitable materials shall be considered as part of the restoration work. All such work shall be in accordance with the best modern practice, the OWNER's standards, and as specified herein.

Prior to performing work under this section, the CONTRACTOR shall submit to the ENGINEER for approval his construction methods and design mixes, sieve analysis and/or certification of compliance with the 2020 Michigan Department of Transportation (MDOT) Standard Specifications for Construction except where otherwise noted. No permanent surface restoration shall be performed until all underground work has been approved.

In the event that these specifications conflict with those of the OWNER or the controlling agency, the more stringent requirements shall govern.

2. SHOP DRAWINGS

When required by the ENGINEER, shop drawings shall be furnished as prescribed under the General Conditions.

Before the CONTRACTOR orders any restoration materials that he is proposing to use as substitutes for specified items, he shall submit details of the substitutes to the ENGINEER for consideration and approval.

3. MDOT STANDARDS

References to the Michigan Department of Transportation (MDOT) Specifications shall pertain to the 2020 Standard Specifications for Construction.

MATERIALS

4. AGGREGATE

a. Gravel Approaches and Roads

Natural aggregate shall be used for gravel appproach (driveways) and road restoration and shall meet the requirements of MDOT 21AA or 22A as shown in Table 902-1 of the MDOT Standard Specifications for Construction.

b. Shoulders

Natural aggregate shall be used for shoulders and shall meet the requirements of MDOT 21AA, 22A, or 23A as shown in Table 902-1 of the MDOT Standard Specifications for Construction.

c. Base Course

Natural aggregate shall be used for base course construction and shall meet the requirements of MDOT 21A, 21AA, or 22A as shown in Tables 902-1 and 902-2 of the MDOT Standard Specifications for Construction.

5. HOT MIX ASPHALT SURFACE, LEVELING, & BASE COURSES

Hot mix asphalt materials used for pavement construction shall meet the requirements of section 501.02 of the MDOT Standard Specifications for Construction or the requirements of the controlling agency as called for on the construction plans.

6. CONCRETE PAVEMENT, SIDEWALKS, CURB & GUTTER

Concrete used for pavement, sidewalk, and curb and gutter construction shall meet the requirements of MDOT grade P1 concrete or the requirements of the controlling agency as called for on the construction plans. MDOT grade P-NC may also be used where circumstances require the use of a high-early strength concrete. Refer to Table 1004-1 of the MDOT Standard Specifications for Construction.

7. TOPSOIL

Topsoil shall be screened and shall consist of loose black-colored soil that is suitable for the growth of grass seed or sod. The topsoil shall be obtained from the upper layer of an existing fertile soil and be free of limbs, twigs, rocks, stones, muck, roots and debris, etc. and containing organic matter rich in nutrients with negligible clay content.

Topsoil shall meet the following requirements:

a. The pH range shall be from 6.0 to 7.5. Topsoil outside of this range shall be amended by the addition of pH adjusters as approved by the Engineer.

b. The organic matter content shall range between 2% and 6% (by dry sample weight).

c. The soil texture shall be a sandy loam, silt loam, or loam where the sand, silt, and clay contents (by dry sample weight) fall within the following ranges:

Sand .....40% to 65%
Silt.....25% to 60%
Clay.....5% to 15%

d. The gradation shall be as follows:

Sieve Designation	% Passing
1 inch screen	100
0.25 inch screen	97 - 100
No. 10 U.S.S. mesh sieve	95 - 100
No. 140 U.S.S. mesh sieve	15 - 35

e. The soil salinity as measured by the electrical conductivity of a saturated soil

sample shall not exceed 2dS/m (decisiemens/meter).

f. Topsoil samples may be taken from stockpiles by the ENGINEER for submission to a testing laboratory. Topsoil that does not meet the required specifications shall be removed from the project site by the CONTRACTOR and shall be replaced with suitable topsoil that meets the testing requirements.

8. SEED & FERTILIZER

Seed and fertilizer shall meet the following requirements:

Table R-1

Location	Seeding* Requirement	Fertilizer Requirement
Maintained Lawn Areas	MDOT Type THM Mix (20% Perennial Rye, 30% Kentucky Blue, 50% Red Fescue) applied at 220 lbs./acre	MDOT Class A, 176 lbs./acre
Fields, Slopes & Ditch Banks, Etc.	MDOT Type THV Mix (30% Perennial Rye, 15% Kentucky Blue, 45% Red Fescue, 10% Fults Salt) applied at 220 lbs./acre	MDOT Class B, 120 lbs./acre

* percent mixture proportions by weight

All grass seeding shall meet the requirements for purity and germination as called for in the MDOT Standard Specifications for Construction Table 917-2 for Seed Mixtures. Seed shall be delivered in durable containers which show the manufacturer's name, lot number, weight, contents, purity, and germination. Although Table R-1 lists only two typical seeding mixtures, other seeding mixtures shown in MDOT Tables 816-1 and 917-2 may be used where approved by the Engineer.

9. MULCH & MULCH BLANKETS

Mulch and mulch blankets shall meet the following requirements:

a. Loose Mulch. Mulching material shall consist of any straw or marsh hay in an air-dry condition. Hay in an air-dried condition will be permitted only when straw mulch or marsh hay is unavailable. Mulch materials shall be undamaged, rot free, clean, substantially free of weed seed and other objectionable foreign matter.

b. Mulch Blankets (for moderate runoff condition). Mulch Blankets shall be one of the following or an approved equal:

S1 Erosion Control Blanket – BonTerra America

Contech ERO-MAT - Contech Construction Products

Erosion Control Blanket DS-75 – North American Green

c. High Velocity Mulch Blankets (for medium to heavy runoff condition). High velocity mulch blankets shall be one of the following or an approved equal:

S2 Erosion Control Blanket – BonTerra America

Contech High Velocity ERO-MAT – Contech Construction Products

ECS High Impact Excelsior Blanket – Erosion Control Systems, Inc.

ECS Hich Velocity Straw Mat –
Erosion Control Systems, Inc.

Erosion Control Blanket DS-150 –
North American Green

10. SOD

Sod shall meet the requirements of Section 917.12 of MDOT Standard Specifications for Construction. The Contractor shall keep the sod watered until a vigorous growth is established.

Sod must be an upland mineral soil sod. Sod must be grown on loam soils. Sod grown on peat is not acceptable for use.

11. FENCING

Chain link and woven wire fence materials shall meet the requirements of Section 907 of MDOT Standard Specifications for Construction. Chain link fabric shall be as called for on the construction drawings (aluminum-coated, zinc-coated, or vinyl-coated). Fences made of other materials (wood board, split rail, iron, etc.) shall be replaced in kind or as called for on the construction drawings. In this case, fence materials and construction methods shall meet the applicable standards of ASTM.

12. TREES & SHRUBS

Trees and shrubs shall be quality, nursery-grown stock with adequate root growth (balled and burlapped). Nursery stock shall meet the standards of the current edition of the American Standard for Nursery Stock as published by the American Association of Nurserymen, as well as the standards of Section 917 of the MDOT Standard Specifications for Construction.

13. TIMBER POSTS

Timber used for fence, guide, guard and mailbox posts shall meet the requirements of Section 912.08 of the MDOT Standard Specifications for Construction.

14. TRAFFIC SIGNS & POSTS

Traffic and street signs that are removed or damaged shall be replaced in kind. The materials used for such sign and post replacements shall meet the applicable standards of Section 919 of the MDOT Standard Specifications for Construction.

15. PAVEMENT STRIPING

Pavement striping materials shall meet the requirements shown in Section 920 of the MDOT Standard Specifications for Construction.

CONSTRUCTION

16. PAVEMENT RESTORATION

The aggregate and pavement thicknesses shown in the following sections are intended to be a guideline for minimum thicknesses. Thicker sections may be required depending upon the requirements of the OWNER or the controlling agency. All pavements shall be restored to the elevation and section that existed prior to construction.

a. Gravel Shoulders and Approaches

Gravel shoulders and approaches shall be constructed as described in Section 307.03 of the MDOT Standard Specifications for Construction.

Gravel shoulder restoration shall consist of placement and compaction of MDOT 21AA limestone or MDOT 22A gravel on a suitable subgrade to form a minimum six (6) inch thick section. The 21AA limestone or 22A gravel shall be compacted to a minimum density of ninety-eight (98) percent of the maximum unit weight. The restored shoulder width shall match the existing width.

Restoration of gravel approaches shall consist of placement and compaction of MDOT 21AA limestone or MDOT 22A gravel on a suitable subgrade as called for

on the plans to form a minimum six (6) inch thick section. The 21AA limestone or 22A gravel shall be compacted to a minimum density of ninety-eight (98) percent unit of the maximum unit weight. The restored approach width shall match the existing width.

b. Gravel Roads

Restoration of gravel roads shall consist of placement and compaction of MDOT 21AA limestone, MDOT 22A gravel, or MDOT 23A gravel as called for in the plan details to form a minimum eight (8) inch thick section. The restored road width shall match the existing road width. Gravel roads shall be constructed as described in Section 306.03 of the MDOT Standard Specifications for Construction.

c. Aggregate Base Courses

Aggregate base courses shall be placed and compacted to the thickness and width as called for on the plan details and as described in Section 302.03 of the MDOT Standard Specifications for Construction. Unless otherwise indicated in the Suppplemental Specifications, aggregate base courses shall be compacted to a minimum density of ninety-eight (98) percent of the maximum unit weight.

d. Sawcutting

All pavement, curb and gutter, and sidewalk removals shall be accomplished by sawcutting with a power-driven concrete saw. Sawcutting shall be full depth for all pavements (concrete, bituminous, concrete with bituminous overlay).

In bituminous pavement, sawcut lines shall be parallel with or perpendicular to the direction of vehicle travel.

In concrete pavement, sawcut lines shall be cut parallel with pavement joints. Sawcuts shall not be nearer than five (5) feet to a transverse joint, to the center of pavement, or to the edge of pavement such that no existing or replacement pavement section shall be less than five (5) feet in width. If the proposed sawcut is nearer than five (5) feet to a joint or centerline of a pavement, then removal and replacement shall be extended to said joint or centerline.

If an integral concrete curb is to be removed, then the minimum removal width shall be eighteen (18) inches.

e. Hot Mix Asphalt (HMA) Pavement

Hot mix asphalt pavements shall be constructed in accordance with the plan details and Section 501 of the MDOT Standard Specifications for Construction. Where new asphalt pavement is to adjoin existing asphalt pavement, a two (2) foot wide butt joint shall be constructed. A bond coat shall be applied to the existing pavement surface. Unless otherwise called for in the plan details, the following sections shall apply as a minimum:

Bike paths:	3” HMA over 4” 21AA aggregate base (with soil sterilant application)
Residential driveways:	3” HMA over 6” 21AA aggregate base
Commercial driveways:	4” HMA over 8”21AA aggregate base; or 8” asphalt
Residential streets:	4” HMA over 8” 21AA aggregate base; or 8” asphalt
Collector road:	9” HMA over 6” 21AA aggregate base

The laboratory density of HMA pavement shall be determined by the Marshall Procedure ASTM D-1559 using 50 blows on each of the specimens as the compactive effort. One set of three (3) specimens shall be made on the first day of placement and on subsequent days as determined by the Engineer.

The measurement of field-compacted density shall be done with a nuclear gage. The percent of compaction obtained shall be determined by dividing the field-compacted density by the laboratory density and multiplying the result by 100. Unless otherwise indicated in the plan details or Supplemental Specifications, all HMA pavements shall be compacted to a minimum calculated density of 97%.

Density tests shall be taken on the completed pavement at a frequency of one test every 500 linear feet of paving lane, except for the last unit which will be 500 linear feet, plus any fractional unit less than 250 feet in length, or will be a fractional unit of 250 feet or more in length. Miscellaneous areas such as intersections, crossovers and widening lanes less that 250 feet long will be tested as directed by the Engineer.

f. Concrete Pavement

Concrete pavements shall be constructed in accordance with the plan details as well as Sections 602 and 801 of the MDOT Standard Specifications for Construction. Where new concrete pavement is to be anchored to old pavement, dowel bars and lane ties shall be installed in accordance with MDOT Standard Plans. Joints shall be installed in the new concrete pavement to match existing joint types and locations. Reinforcing steel shall be similar to that in the existing pavement and shall provide the same cross sectional area of reinforcement per foot as the existing pavement. Unless otherwise called for in the plan details, the following sections shall apply as a minimum:

Residential driveways:	6” non-reinforced concrete over 4” sand base
Commercial driveways:	8” non-reinforced concrete over 4” sand base
Residential streets:	8” non-reinforced concrete over 6” sand base
Collector road:	9” non-reinforced concrete over 6” sand base

g. Concrete Sidewalk and Ramps

Concrete sidewalks and ramps shall be constructed in accordance with the plan details and Section 803 of the MDOT Standard Specifications for Construction. Unless otherwise called for in the plan details, the following sections shall apply as a minimum:

Sidewalks:	4” concrete over 4” sand base
Sidewalks (at residential drive crossing):	6” concrete over 4” sand base
Sidewalks (at commercial drive crossing):	8” concrete over 4” sand base
Sidewalk ramps:	4” concrete over 4” sand base

h. Concrete Curb and Gutter

Concrete curb and gutter shall be constructed in accordance with plan details and Section 802 of the MDOT Standard Specifications for Construction.

17. TURF ESTABLISHMENT

The CONTRACTOR shall furnish and place topsoil, seed, or sod, and fertilizer for all areas that were disturbed during construction. Seed and sod shall be installed in accordance with the seasonal limitations that are described in section 816.03 of the MDOT Standard Specificiations for Construction unless directed otherwise by the Engineer.

a. Topsoil

Unless otherwise called for on the plans, a minimum of three (3) inches of topsoil shall be placed for areas that are to be restored with seeding or sodding. Topsoil shall be placed on a prepared earth bed in accordance with Section 816.03A of the MDOT Standard Specifications for Construction.

The existing earth bed shall be graded such that the placement of topsoil and sod will meet the final plan grades.

b. Seed

Seeding shall be sown in accordance with Section 816.03C of the MDOT Standard Specifications for Construction. The application rate for the seeding shall be as shown in the table in part 8 of the Materials Section.

c. Mulch and Mulch Blankets

Mulch and mulch blankets shall be placed over seeded areas as called for in Section 816.03E through G of the MDOT Standard Specifications for Construction. If mulch blankets must be secured to a slope, then biodegradable netting and biodegradable earth staples shall be used.

Mulch anchoring shall be considered as incidental to mulch placement unless a pay item for mulch anchoring has been included in the Bid Form.

d. Sod

Sod shall be placed in accordance with Section 816.03D of the MDOT Standard Specifications for Construction.

A sod cutter shall be used to establish a smooth vertical edge when new sod is to abut existing sod.

e. Fertilizer

Fertilizer shall be placed in accordance with Section 816.03B of the MDOT Standard Specifications for Construction. The application rate for the fertilizer shall be as shown in table in Part 8 of the Materials Section.

f. Watering and Maintenance

It is the responsibility of the CONTRACTOR to regularly water new seed and sod in order to establish a dense lawn of permanent grasses that is free from mounds and depressions. Any portion of a sodded area that "browns-out" or does not firmly knit to the soil base, or any portion of a seeded area that fails to show a uniform germination, shall be resodded or reseeded. Such resodding or reseeding shall be at the CONTRACTOR's expense and shall continue until a dense lawn in established.

Watering seed and sod shall be considered as incidental to the turf establishment work unless a pay item for water has been included in the Bid Form.

18. FENCING

Prior to the start of any fence restoration work, the CONTRACTOR shall verify that the line and grade are correct.

a. Removing and Replacing Existing Fences

Fences shall be removed and replaced or shall be removed as indicated on the Plans or as directed by the ENGINEER. If any of the existing material is damaged or destroyed, the CONTRACTOR shall replace the material at his expense. Replacement fence material shall be of a condition comparable to that which existed prior to construction.

After the fence removal or relocation operations are complete, all surplus material shall be removed and disposed of by the CONTRACTOR at his expense unless

otherwise called for on the Contract Documents.

Any holes or voids resulting from the fence post removal operation shall be backfilled with a suitable material, as approved by the ENGINEER.

b. Placing New Fence

Woven wire and chain link fencing shall be installed in accordance with Sections 808.03B and E of the MDOT Standard Specifications for Construction. If called for on the plans, a top rail shall be used in place of tension wire for the chain link fence construction. Other fence types (timber, boulders, decorative rock, etc.) shall be constructed in accordance with plan details.

19. GUARDRAIL

Guardrail shall be placed in accordance with Section 807 of the MDOT Standard Specifications for Construction. Guardrail design shall be approved by the ENGINEER and shall conform to the current applicable standards of the agency that has jurisdiction of the right-of-way.

Any holes or voids resulting from the guardrail post removal operation shall be backfilled with a suitable material, approved by the ENGINEER.

20. TREE & SHRUB PLANTING

Trees and shrubs shall be planted in accordance with Section 815 of the MDOT Standard Specifications for Construction. Nursery stock shall conform to the standards shown in the American Standard for Nursery Stock (ANSI Z60.1-2014).

Watering and cultivating trees and shrubs during the establishment period shall be considered as incidental to the tree and shrub planting work unless a pay item for watering and cultivating has been included in the Bid Form.

21. MAILBOXES

Where mailbox post replacement is called for on the plans, new mailbox posts shall be furnished and installed in accordance with Section 807 of the MDOT Standard Specifications for Construction and the plan details.

22. TRAFFIC SIGNS & POSTS

Placement of traffic signs and posts shall be done in accordance with the applicable Sections in 810 of the MDOT Standard Specification for Construction, the current edition of the Michigan Manual of Uniform Traffic Control Devices, and the plan details.

23. PERMANENT PAVEMENT STRIPING

Permanent pavement striping shall be placed in accordance with the plan details and Section 811 of the MDOT Standard Specifications for Construction.

24. DRAINAGE STRUCTURES, CULVERTS, & DITCHES

As part of restoration, the CONTRACTOR shall be responsible for cleaning out all drainage structures, culverts, and ditches that are located within the area of construction. All ditches shall be restored such that drainage will flow freely. The cost of this work shall be considered as incidental to the project.

25. PROGRESS OF FINAL RESTORATION

If in the judgement of the OWNER, adequate site restoration efforts are not being expended, including but not limited to, roadway, driveway and drainage maintenance, removal of surplus materials, restoration of all signs, mail boxes and like items, then the OWNER will take the necessary steps to perform such restoration and shall charge the CONTRACTOR for all of the costs until proper order is restored.

End of Section

METHOD OF PAYMENT

GENERAL **2**
Permit Fees Allowance 3
Audio Video Route Survey 3
Mobilization 3
Electrical Allowance 4
Embankment, CIP 4
Earthwork 4
Erosion Control, Inlet Protection, Fabric Drop 5
1" x 3" Aggregate, Access Road 5
Geotextile Fabric 6
Building Waterproofing 6
Pond Liner 6
Riprap 7
Turf Establishment 7
Landscape Plantings 8
Watering and Cultivating 8
Clean Out Storm Structures 8
Miscellaneous Restoration Items 8
Final Clean Up 9
Private Utility Adjustment 9

GENERAL

A. PRICES AND MEASUREMENT:

Payment for work under this contract will be based on a unit price or lump sum for work actually completed. Final measurements of the work will be taken by the Engineer to determine the amount of work done and thereby determine the total cost. The method of applying the unit prices to measured quantities will be as herein specified. Payment will include the cost of all labor, tools, materials, and equipment necessary to do the work.

Several items may have been included in the bid form but may not be called for on the plans. These items have been included in order to establish a unit price in the event that the item of work is necessary. The Contractor should be aware that these items may increase, decrease, or be zero based on field conditions, or Owner direction.

B. INCIDENTAL ITEMS:

Any items of work indicated as incidental or included shall be considered as part of the project work and shall be completed at no additional expense to the Owner. Incidental or included items shall include labor, materials, and equipment that may not be specifically listed in the Bid Form or in the drawings or specifications, but which are necessary to complete the work.

C. PERMITS:

A number of permits have been applied for by the Owner of this project. The permits must be acquired from the appropriate agency by the Contractor when they are approved. Any permit fees, bonds, and/or permit agency inspection costs will be the responsibility of the Contractor and shall not result in additional cost to the Owner. A list of permits required for this project is shown in the Supplemental Instructions to Bidders section.

PERMIT FEES ALLOWANCE

The completed work as measured for PERMIT FEES ALLOWANCE will be paid for at the contract lump sum price for the following contract item (pay item):

Pay Item	Pay Unit
Permit Fees Allowance	dollar

Allowance for permit fees to pull permits from local agencies and/or the Township.

AUDIO VIDEO ROUTE SURVEY

The completed work as measured for AUDIO VIDEO ROUTE SURVEY will be paid for at the contract lump sum price for the following contract item (pay item):

Pay Item	Pay Unit
Audio Video Route Survey	lump sum

The lump sum price shall be payment in full for all labor, materials, and equipment necessary to prepare the audio video route survey in accordance with the specifications. Video recording limits are discussed in the Supplemental Specifications section.

Payment shall include the provision of two sets of flash drives containing the complete recordings to the Engineer.

MOBILIZATION

The completed work as measured for MOBILIZATION will be paid for at the contract unit price for the following contract item (pay item):

Pay Item	Pay Unit
Mobilization, max. 5%	lump sum

The lump sum price shall be payment in full for all preparatory work and operations which may include, but is not limited to, the following items:

1. The movement of personnel, equipment, supplies, and incidentals to the project site.
2. The establishment of the Contractor's offices, buildings, and other facilities to work on the project.
3. Other work and operations that must be performed.
4. Expenses incurred, prior to beginning work on the various contract items on the project site.
5. Pre-construction costs, exclusive of bidding costs, which are necessary direct costs to the project rather than directly attributable to other pay items under the contract.
6. Permits, bonds, etc.

The pay item will state the maximum amount that can be bid. When the percentage of the original contract amount earned is less than 5 percent, the costs of project specific bonding, insurances, and permits will be reimbursed when a paid invoice is received by the Engineer. The costs of these will then be made in accordance with the Partial Payment Schedule shown below. The original contract amount is the total value of all contract items including the mobilization item. The percentage earned is exclusive of

the mobilization item. The total sum of all payments for this item shall not exceed the original contract amount bid for mobilization, regardless of the fact that the Contractor may have, for any reason, shut down his work on the project, moved equipment away from the project and then back again, or for additional quantities or items of work added to the contract.

Partial Payment Schedule

Percentage of Original Contract Amount Earned	Percentage of Bid Price for Mobilization Allowed
5	50
10	75
25	100

When a pay item for mobilization is not included in the proposal, payment for any such work is considered to have been included in payments made for other items of work.

ELECTRICAL ALLOWANCE

The completed work as measured for PERMIT FEES ALLOWANCE will be paid for at the contract lump sum price for the following contract item (pay item):

Pay Item	Pay Unit
Electrical Allowance	dollar

Allowance for electrical work to be completed as determined by the Engineer.

EMBANKMENT, CIP

The completed work as measured for EMBANKMENT, CIP will be paid for at the contract lump sum price for the following contract item (pay item):

Pay Item	Pay Unit
Embankment, CIP	cubic yard

The contract cubic yard price shall be payment in full for all labor, materials, and equipment necessary to place all Embankment, CIP necessary for the construction of the project.

The contract cubic yard price shall include items such as excavating, grading, and compacting earth as well as stockpiling and finish grading. Furnishing, grading, and compacting suitable embankment material as well as removing excess or unsuitable material shall also be considered as part of project earthwork. In addition, removing topsoil and vegetation, root trimming, clearing, brushing, and removal of trees under 6 inches in diameter shall be considered as part of the work unless separate pay items have been included in the bid form.

EARTHWORK

The completed work as measured for EARTHWORK will be paid for at the contract unit price for the following contract item (pay item):

Pay Item	Pay Unit
Earthwork	lump sum

The contract lump sum price shall be payment in full for all labor, materials, and equipment necessary to perform all earthwork necessary for the construction of the project.

The contract lump sum price shall include items such as the removal of the existing pond liner, excavating, grading, and compacting earth as well as stockpiling and finish grading. Furnishing, grading, and compacting suitable embankment material as well as removing excess or unsuitable material shall also be considered as part of project earthwork. In addition, removing topsoil and vegetation, root trimming, clearing, brushing, and removal of trees under 6 inches in diameter shall be considered as part of the work unless separate pay items have been included in the bid form.

EROSION CONTROL, INLET PROTECTION, FABRIC DROP

The completed work as measured for EROSION CONTROL, INLET PROTECTION, FABRIC DROP will be paid for at the contract unit price for the following contract item (pay item):

Pay Item	Pay Unit
Erosion Control, Inlet Protection, Fabric Drop	each

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to furnish, install, and maintain catch basin or inlet filters in accordance with the plan notes and details. Maintenance work will include removal and replacement of filters as directed by the Engineer. Removal and disposal of the filters and accumulated sediment upon final completion of the project shall be considered as included in the work. The work shall also include removal of accumulated sediment from the ground surface and from the drainage structure sumps.

The following devices are acceptable materials:

1. Siltstack Type B, Regular Flow, by ACF Environmental, Inc.
2. Inlet Pro Sediment Bag, Standard Flow, with optional foam deflector by Hanes Geo Components.
3. Dandy Curb Bag, Dandy Bag, Dandy Curb Sack, Dandy Sack, or Dandy Pop by Dandy Products, Inc.
4. Basin Bag, Regular Flow by CSI Geoturf.

1” X 3” AGGREGATE, ACCESS ROAD

The completed work as measured for ACCESS ROAD will be paid for at the contract lump sum price for the following contract item (pay item):

Pay Item	Pay Unit
1” x 3” Aggregate, Access Road	ton

1” x 3” aggregate shall be measured in tons based upon certified weight delivery tickets. The aggregate shall be used for the temporary access road and shall be considered for payment only where authorized by the Engineer.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to place, grade, and compact 1” x 3” where authorized by the Engineer. Removal of the aggregate shall be included in the unit price for this item as well.

GEOTEXTILE FABRIC

The completed work as measured for GEOTEXTILE FABRIC will be paid for at the contract unit price for the following contract item (pay item):

Pay Item	Pay Unit
Geotextile, Stabilization, Woven	square yard

Geotextile fabric shall be measured in place from outside edge to outside edge of the geotextile placement area and shall be based upon the average length and width measurements as determined by the Engineer. No additional area measurements will be made for fabric overlap.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to furnish and install the geotextile fabric in accordance with the plan details and the manufacturer's recommendations.

BUILDING WATERPROOFING

The completed work as measured for BUILDING WATERPROOFING will be paid for at the contract unit price for the following contract item (pay item):

Pay Item	Pay Unit
Building Waterproofing	lump sum

The contract lump sum price shall be payment in full for all labor, materials, and equipment necessary to perform all waterproofing on the existing building foundation necessary for the construction of the project.

The contract lump sum price shall include items such as the cleaning of the exposed foundation, all other associated prep work for the waterproofing of the building. Appendix E includes all specification information for the proposed waterproofing products.

POND LINER

The completed work as measured for POND LINER will be paid for at the contract unit price for the following contract item (pay item):

Pay Item	Pay Unit
Pond Liner	square yard

Pond Liner shall be measured in place from outside edge to outside edge of the liner placement area and shall be based upon the average length and width measurements as determined by the Engineer.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to furnish and install the liner in accordance with the plan details and the manufacturer's recommendations. Appendix D includes all specification information for the proposed pond liner product.

RIPRAP

The completed work as measured for RIPRAP, PLAIN will be paid for at the contract unit price for the following contract item (pay item):

Pay Item	Pay Unit
Riprap, Plain	square yard

Riprap, plain shall be measured in place by square yards. The area shall be based upon the average length and width measurements of the riprap placement area as determined by the Construction Observer. Depth measurements will be taken as necessary in order to verify the aggregate base course thickness.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to furnish and install the riprap in accordance with the plan details. If the rip rap placement details call for geotextile fabric and stone bedding, then these items shall be considered as incidental to the rip rap.

TURF ESTABLISHMENT

The completed work as measured for TURF ESTABLISHMENT will be paid for at the contract unit price for the following contract items (pay item):

Pay Item	Pay Unit
Turf Establishment	square yard

Turf Establishment with seed shall be measured in place by the square yard and shall be placed at all areas within the project limits where existing turf has been removed or damaged. All materials, labor and equipment required or selected by the Contractor to install, maintain, inspect, repair and meet the acceptance parameters for turf establishment, including preparation, updating and submittal of the Contractor's Daily Reports, are included in the contract unit price bid for "Turf Establishment". Turf Establishment pay item shall include 3 inches of topsoil, seed, and mulch. Material and seed mix requirements shall be as noted in the Turf Establishment section of Supplemental Specifications of the contract documents.

Repairs made to damaged turf establishment areas as a result of a documented storm by local meteorological data resulting in rainfall amounts of more than 3 inches in a 24-hour period will be paid for as an increase to original quantities in accordance with subsection 109.05 of the Standard Specifications for Construction. The following schedule of payment applies to work performed according to this special provision. Upon completion of topsoil surfacing stage, 50 percent of the authorized amount for Turf Establishment will be paid to the Contractor. The remaining 50 percent of the authorized amount will be paid upon completion of all other work necessary to comply with this special provision and to meet all final acceptance parameters for Turf Establishment or at such time as the supplemental performance bond is accepted by the Department.

The supplemental performance bond and all costs associated with turf establishment work performed during the duration of the performance bond, will not be paid for separately. These costs which may include, but are not limited to, mobilization, traffic control devices and the required permit insurance are included in the unit price bid for "Turf Establishment".

Application of mulch anchoring shall be considered included in the placement of the mulch.

LANDSCAPE PLANTINGS

The completed work as measured for LANDSCAPE PLANTINGS will be paid for at the contract unit price for the following contract items (pay items):

Pay Item	Pay Unit
Acer x freemanii 'Autumn Blaze'	each
Amelanchier x grandiflora 'Autumn Brilliance'	each
Asclepias incarnata	each
Asclepias tuberosa	each
Betula nigra	each
Carex pensylvanica	each
Ceanothus americanus	each
Echinacea purpurea	each
Fraxinus americana 'Autumn Purple'	each
Hypericum pyramidatum	each
Iris versicolor	each
Picea glauca 'Pendula'	each
Thuja Occidentalis	each

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to install the plantings as described on the plans, including all necessary excavation for all tree pits, plantings, and landscape beds.

WATERING AND CULTIVATING

The completed work as measured for WATERING AND CULTIVATING will be paid for at the contract unit prices for the following contract items:

Pay Item	Pay Unit
Watering and Cultivating, First Season, Min $9,000	lump sum
Watering and Cultivating, Second Season, Min $12,000	lump sum

The contract lump sum price shall be payment in full for all labor, materials, and equipment necessary to perform all watering and cultivation necessary for two seasons to establish the landscape plantings and turf restoration of the project. Watering and cultivating shall comply with the MDOT Standard Specifications for Construction Section 815.03I, including the acceptable watering and cultivating periods.

CLEAN OUT STORM STRUCTURES

Upon completion of the restoration work, the contractor shall clean out all storm structures, which are located within the project area. This work shall be considered as incidental to the project cost.

MISCELLANEOUS RESTORATION ITEMS

Restoration of miscellaneous items such as, but not limited to, street signs, traffic signs, shrubbery and other ornamental landscape items which are damaged, removed, or destroyed by the Contractor in the course of the work shall be repaired or replaced by the Contractor with new materials of equal quality as

existed prior to the start of work. All such items for which specific bid items are not listed in the proposal shall be considered as incidental work and shall be replaced or repaired at the expense of the Contractor.

FINAL CLEAN UP

Final clean up of the job shall be considered as incidental. Items in this category include removal of debris and litter from the site, removal of surplus materials, sweeping, repair of any damages, and clean out of drainage structures located within the work area.

Surface Restoration shall commence immediately upon completion of final grading or as MDOT seasonal limitations dictate.

PRIVATE UTILITY ADJUSTMENT

Adjustment and/or relocation of private utility structures such as gas valves, structure covers, riser boxes, etc. shall be considered as incidental to the project. The Contractor shall furnish all labor, materials, tools, and equipment required to adjust private utility structures to the finished elevations. If private utility structures are to be adjusted and/or relocated by their respective owners, then the Contractor shall be responsible for coordinating this work with the private utility owner as incidental to the project.

SUPPLEMENTAL SPECIFICATIONS

1. General 2
2. Location of Project 2
3. Scope of Project....2
4. Construction Standards....2
5. Progress Meetings 2
6. Incidental Contract Items 2
7. Project Coordination With Owner & Other Contractors....2
8. Minimum Wage Requirements....3
9. Federal Requirements....3
10. Fair Employment Practices Act....3
11. Observation of Construction 3
12. Hours of Work....4
13. Testing & Sampling....4
14. Staking....4
15. Grading/Earthwork....5
16. Turf Establishment 6
17. Traffic Maintenance & Control....11
18. Load Restrictions on Local Streets....12
19. Utilities 13
20. Emergency Repair 13
21. Use of Water....14
22. Soil Disposal....15
23. Audio-Video Recordings....15

1. GENERAL

These Supplemental Specifications are supplements to the General Conditions and General Specifications. Where conflicts exist between the aforementioned Contract Documents, the conditions in the Supplemental Specifications shall govern.

2. LOCATION OF PROJECT

The project site is located at the Ypsilanti Township Civic Center at 7200 S Huron River Drive, Ypsilanti Township.

3. SCOPE OF PROJECT

The work to be done under this Contract includes the furnishing of all materials, equipment, and labor necessary to reconstruct the existing pond as well as all necessary earthwork, cleaning, and restoration in accordance with the plans and specifications.

4. CONSTRUCTION STANDARDS

It is the intention of these specifications to construct all work in accordance with applicable requirements of the Charter Township of Ypsilanti, the Ypsilanti Community Utility Authority (YCUA), the Washtenaw County Road Commission (WCRC), the Washtenaw County Water Resources Commissioner (WCWRC), the Michigan Department of Environment, Great Lakes, and Energy (EGLE), and the Michigan Department of Transportation (MDOT), these specifications, and the plans referenced herein. Where there is a conflict between any of the aforementioned specifications and the permit requirements of the agency controlling the respective utility or rights-of-way, the more restrictive shall govern.

5. PROGRESS MEETINGS

During the life of the project bi-weekly progress meetings may be held to discuss the project status, potential construction problems, the schedule, and other items that may impact the progress of the work. This meeting shall be attended by the CONTRACTOR, any subcontractors whose work is in progress or will be started in the two weeks following the progress meeting, the ENGINEER and the OWNER. The date, place, and time of the first progress meeting will be set at the preconstruction meeting and subsequent meetings will follow every two (2) weeks.

6. INCIDENTAL CONTRACT ITEMS

All items of work noted on the plans or in the specifications that are not specifically noted in the Bid Form as a pay item shall be considered included in the pay items provided for the construction of the project and shall be constructed at no extra cost to the OWNER.

7. PROJECT COORDINATION WITH OWNER & OTHER CONTRACTORS

The OWNER will have construction projects occurring within or adjacent to the project limits during the life of this Contract. These projects include the reconstruction of the main existing

parking lot for the Civic Center and the construction of a carport in the parking lot on the east side of the building.

The CONTRACTOR shall coordinate his construction with all such projects that may be ongoing in the vicinity.

Also, where the CONTRACTOR's work affects the operation of the YCUA's utilities, the CONTRACTOR shall be responsible for coordinating his work with the OWNER. Contact the OHM staff assigned to the project and/or Scott Westover at (734) 484-4600. The CONTRACTOR shall give at least 72 hours' notice to the OWNER in order to schedule activities such as valve operation, hydrant operation, sewer, and structure cleanout, etc. No claim for extra compensation or adjustments in Contract Unit Prices will be allowed on account of delay or failure of others to complete work scheduled.

8. MINIMUM WAGE REQUIREMENTS

The OWNER has specific minimum wage requirements that are shown as follows: see Appendix C for detailed information.

9. FEDERAL REQUIREMENTS

The CONTRACTOR be in compliance with the following Federal Requirements:

A. Davis-Bacon Act, July 2, 1964 (Title 40, USC, 276A)

B. Anti-Kickback Act (Title 18, USC 874)

C. U.S. Department of Labor Regulations and Standards (Title 29, 1, 3 and 5)

D. Equal Employment Opportunity Act, September 18, 1965 (Executive Order No. 11246)

E. Federal Occupational Safety and Health Act of 1970

F. Housing and Urban Development Act of 1968, Section 3, as amended, 12 USC, 1701u.

10. FAIR EMPLOYMENT PRACTICES ACT

The CONTRACTOR agrees that neither he nor his subcontractors will discriminate against any employee or applicant for employment. The CONTRACTOR shall not discriminate with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin or ancestry, nor shall age or sex be a condition of employment except where based upon an occupational qualification. Breach of these covenants may be regarded as a material breach of this Contract.

11. OBSERVATION OF CONSTRUCTION

All construction operations will require full time observation by the OWNER's representative. The CONTRACTOR must notify the ENGINEER at least three (3) working days (72 hours) prior to construction and no work shall be performed without the ENGINEER's presence or awareness. Contact the Construction Staffing Coordinator at (734) 522-6711 to schedule observation.

12. HOURS OF WORK

Work may be performed during the hours of 7:00 a.m. to 7:00 p.m., Monday through Saturday only. Work at other times may be performed only by written permission of the OWNER.

13. TESTING & SAMPLING

The CONTRACTOR shall furnish all samples of materials necessary for tests as determined by the ENGINEER or the Construction Observer. All samples taken for analysis and tests shall be taken in such a manner as to be truly representative of the entire lot under test. The CONTRACTOR shall furnish such assistance and facilities as the ENGINEER may require for collecting, storing or curing samples. Where materials tests are to be performed by the manufacturer, the certificates of approval shall be submitted to the ENGINEER. The cost of all such testing by manufacturers shall be incidental to the project. Additional required tests on materials in place shall be made at the expense of the OWNER, unless otherwise stipulated.

The OWNER's Agent shall arrange for and furnish testing services as provided by an acceptable independent laboratory as part of this Contract. These services shall be as follows, in addition to the testing requirements noted in the General Conditions:

All concrete shall be slump and air tested, with cylinders taken (as noted above) in compliance with the current MDOT Standard Specifications for Construction.

There may be areas with uncompacted fill material or organic materials; as a result, all areas within the influence of proposed pavement shall be proof rolled as a minimum, to the satisfaction of the ENGINEER. Some testing may be required.

All aggregate base and pavement shall be tested for compaction. A reputable firm, approved by the ENGINEER shall extensively test all such areas with a nuclear densimeter. In addition, all utility crossings and the areas immediately adjacent to any structures in the pavement shall be specifically tested. Areas which fail shall be compacted further and retested. Failure to pass a second test shall be reason to undercut and refill the area, as directed by the ENGINEER, with careful attention to compaction.

14. STAKING

The ENGINEER will provide construction staking. The staking shall consist of horizontal and/or vertical control staking for pond construction. The CONTRACTOR is responsible for providing a written request for staking to the ENGINEER at least seventy-two (72) hours in advance of starting work. Staking requests should be emailed to the attention of the OHM Survey Department at stakingrequest@ohm-advisors.com. The CONTRACTOR shall carefully preserve all stakes set by the ENGINEER. In the case of willful or careless destruction, the ENGINEER shall provide the restaking and the CONTRACTOR shall be charged with the resulting expense and shall be responsible for delays and errors caused by unnecessary loss or disturbance of the stakes. The expense for restaking will be entered as a deduct on pay estimates and the resulting amount retained by the OWNER for payment of restaking.

15. GRADING/EARTHWORK

A pay item for Earthwork is included on the Bid Form for this project.

This work shall be done in accordance with methods as described in Section 205 of the 2020 Michigan Department of Transportation Standard Specifications for Construction except as herein provided.

The work of grading shall consist of all earthwork required to construct pond shown on the plans and typical cross sections. The work shall include the salvaging and stockpiling of selected materials, disposing of surplus or unsuitable material, furnishing, placing and compacting embankment materials, trimming the earth grade, compacting the subgrade, and maintaining the work in a finished condition until acceptance by the ENGINEER.

All suitable excavated material from the project, including undercut, shall be used as directed by the ENGINEER to construct embankments, backfill muckholes, or flatten slopes as incidental.

All surplus excavated and unsuitable or waste material not incorporated into the project shall become the property of and shall be disposed of by the CONTRACTOR as incidental. The CONTRACTOR shall follow federal, state, and local regulations in the disposal of surplus materials.

After the earth grade has been constructed to the required grade, all stones and rocks more than three (3) inches in diameter, appearing on the surface, shall be removed.

The grading shall be so conducted as to avoid removing or loosening any material outside of the required slopes, and any such material which may be removed or loosened shall be replaced and thoroughly compacted to the required cross section.

In addition to the items as specified in the 2020 MDOT Standard Specifications for Construction, the following items are included:

A. Strip topsoil within the grading limits (six (6) inch maximum depth).

B. Clearing of brush and shrubs and the removal of trees less than six (6) inches in diameter.

C. Removal of all other items which are identified as incidental and/or for which no other Contract item applies.

D. Constructing new swales and ditches as directed in the field.

E. Reconstruction/regrading/cleanout of existing drainage courses and ditches.

The CONTRACTOR is advised that he should perform his own earthwork calculations for the road construction work when preparing his bid price.

16. TURF ESTABLISHMENT

PART 1 - GENERAL

1. RELATED DOCUMENTS

2. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

3. SUMMARY

a. Section Includes:
   1. Seeding.
   2. Hydroseeding.
   3. Turf renovation.
   4. Erosion-control materials.

4. DEFINITIONS

a. Finish Grade: Elevation of finished surface of planting soil.

b. Topsoil or Amended Topsoil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for lawn growth.

c. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

5. PREINSTALLATION MEETINGS

a. Preinstallation Meeting: Conduct meeting at project site.

6. INFORMATIONAL SUBMITTALS

a. Product Data: For each type of product indicated.

b. Qualification Data: For landscape Installer.

c. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture, stating the botanical and common name, percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.

d. Product Certificates: For fertilizers, from manufacturer.

7. QUALITY ASSURANCE

a. Installer Qualifications: A qualified landscape installer whose work has resulted in successful turf and/or meadow establishment.

8. DELIVERY, STORAGE, AND HANDLING

a. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws, as applicable.

b. Bulk Materials:
   1. Do not dump or store bulk materials near structures, utilities, walkways, and pavements, or on existing turf areas or plants.
   2. Where determined necessary by the engineer, provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.

3. Accompany each delivery of bulk materials with appropriate certificates.

9. FIELD CONDITIONS

a. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with initial maintenance periods to provide required maintenance from date of planting completion.

1. Spring Planting: April 15th through June 15th.
2. Fall Planting: September 15th through October 30th.

b. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

PART 2 - PRODUCTS

10. SEED

a. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Rules for Testing Seeds" for purity and germination tolerances.

b. Quality, State Certified Seed Species: Seed of grass species as listed below for solar exposure, with not less than 85 percent germination, not less than 95 percent pure seed, and not more than 0.5 percent weed seed:

1. Sun and Partial Shade, Cool-Season Grass: Proportioned by weight as follows:
   a. 70-80 percent Turf Type Tall Fescue (minimum of 4 cultivars).
   b. 20-30 percent Kentucky bluegrass (Pao pratensis).

11. FERTILIZERS

a. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:

1. Composition:
   a. 1 lb/1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.

b. Slow-Release Fertilizer (30-day post fertilization): Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:

1. Composition:
   a. 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.

12. MULCHES

a. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.

b. Nonasphaltic Tackifier: Colloidal tackifier recommended by fiber-mulch manufacturer for slurry application; nontoxic and free of plant-growth or germination inhibitors.

13. EROSION-CONTROL MATERIALS

a. Erosion-Control Blankets: Biodegradable wood excelsior, straw, or coconut-fiber mat enclosed in 100% biodegradable woven natural fiber netting. Include manufacturer's recommended biodegradable stakes.

b. Erosion-Control Mats: Cellular, biodegradable slope-stabilization mats designed to isolate and contain small areas of soil over steeply sloped surface, of 3-inch nominal mat thickness. Include manufacturer's recommended biodegradable anchorage system for slope conditions.

PART 3 - EXECUTION

14. EXAMINATION

a. Examine areas to be planted for compliance with requirements and other conditions affecting installation and performance of the Work.
   1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
   2. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
   3. Uniformly moisten excessively dry soil that is not workable, or which is dusty.

b. Proceed with installation only after unsatisfactory conditions have been corrected.

c. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Engineer and replace with new planting soil.

15. PREPARATION

a. Protect structures; utilities; sidewalks; pavements; and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
   1. Protect adjacent and adjoining areas from hydroseeding and hydromulching overspray.
   2. Protect grade stakes set by others until directed to remove them.

b. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

16. TURF AREA PREPARATION

a. General: Prepare planting area for topsoil placement.

b. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

c. Before seeding, obtain Landscape Architect's acceptance of finish grading; restore areas if eroded or otherwise disturbed after finish grading.

17. PREPARATION FOR EROSION-CONTROL MATERIALS

a. Prepare area as specified in "Turf Area Preparation" Article.

b. For erosion-control blanket or mesh, install from top of slope, working downward, and as recommended by material manufacturer for site conditions. Fasten as recommended by material manufacturer.

c. Moisten prepared area before planting if surface is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

18. LAWN TURF SEEDING

a. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph.

1. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
2. Do not use wet seed or seed that is moldy or otherwise damaged.
3. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.

b. Sow seed at a total rate of 5 to 8 lb./1000 sq. ft.

c. Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with fine spray.

d. Protect seeded areas with slopes exceeding 1:4 with erosion-control blankets installed and stapled according to manufacturer's written instructions.

e. Protect seeded areas with erosion-control mats where indicated on Drawings; install and anchor according to manufacturer's written instructions.

f. Protect seeded areas with slopes not exceeding 1:4 by spreading straw mulch. Spread uniformly at a minimum rate of 2 tons/acre to form a continuous blanket 1-1/2 inches in loose thickness over seeded areas. Spread by hand, blower, or other suitable equipment.
   1. Anchor straw mulch by crimping into soil with suitable mechanical equipment

19. HYDROSEEDING

a. Hydroseeding: Mix specified seed, commercial fertilizer, and fiber mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogeneous slurry suitable for hydraulic application.
   1. Mix slurry with nonasphaltic tackifier.
   2. Spray-apply slurry uniformly to all areas to be seeded in a one-step process. Apply slurry at a rate so that mulch component is deposited at not less than 1500-lb/acre dry weight, and seed component is deposited at not less than the specified seed-sowing rate.

20. LAWN TURF RENOVATION

a. Renovate turf damaged by Contractor's operations, such as storage of materials or equipment and movement of vehicles.
   1. Reestablish turf where settlement or washouts occur or where minor regrading is required.
   2. Install new topsoil or amended topsoil as required.

b. Remove sod and vegetation from diseased or unsatisfactory turf areas; do not bury in soil.

c. Remove topsoil containing foreign materials, such as oil drippings, fuel spills, stones, gravel, and other construction materials resulting from Contractor's operations, and replace with new planting soil.

d. Mow, dethatch, core aerate, and rake existing turf.

e. Remove weeds before seeding.

f. Remove waste and foreign materials, including weeds, soil cores, grass, vegetation, and turf, and legally dispose of them off Owner's property.

g. Till stripped, bare, and compacted areas thoroughly to a soil depth of 3 inches.

h. Apply soil amendments and initial fertilizer required for establishing new turf and mix thoroughly into existing soil. Install new topsoil to fill low spots and meet finish grades.
   1. Initial Fertilizer: Commercial fertilizer applied according to manufacturer's recommendations.

i. Apply seed and protect with straw mulch or sod, where indicated, as required for new turf.

j. Water newly planted areas and keep moist until new turf is established.

21. LAWN TURF MAINTENANCE

a. General: Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.

1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
2. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.

b. Watering: Install and maintain temporary piping, hoses, and turf-watering equipment to convey water from sources and to keep turf uniformly moist to a depth of 4 inches.

1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
2. Water turf with fine spray at a minimum rate of 1 inch per week unless rainfall precipitation is adequate.

c. Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than one-third of grass height. Remove no more than one-third of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:

1. Mow to a height of 2 to 3 inches.

d. Turf 30-Day Postfertilization: 30 days after initial seeding, apply slow-release fertilizer after mowing and when grass is dry.

1. Use fertilizer that provides actual nitrogen of at least 1 lb/1000 sq. ft. to turf area.

22. SATISFACTORY LAWN TURF

a. Lawn Turf installations shall meet the following criteria:

1. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.

b. Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.

23. CLEANUP AND PROTECTION

a. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

b. Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.

c. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.

24. MAINTENANCE SERVICE

a. Turf Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in "Turf Maintenance" Article. Begin maintenance immediately after each area is planted and continue until acceptable turf is established, but for not less than the following periods:

1. Seeded Turf: 60 days from date of Substantial Completion. When initial maintenance period has not elapsed before end of planting season, or if turf is not fully established, continue maintenance during next planting season.

17. TRAFFIC MAINTENANCE & CONTROL

A. General

During the course of construction, provisions must be made to maintain access for emergency vehicles at all times. Where possible and when directed by the ENGINEER, all streets must be left open to traffic at the end of each working day. Traffic maintenance and control as defined in this section shall be considered as included in the unit bid prices or lump sum bid prices that are given in the Bid Form.

All work for maintaining traffic and control shall be in accordance with Section 812 of the 2020 MDOT Standard Specifications for Construction and the current edition of the Michigan Manual of Uniform Traffic Control Devices, (MMUTCD). The Contractor shall also comply with work zone sign requirements as described in Public Act 315 of 2003.

The CONTRACTOR shall conduct his operations and use of equipment in such a manner that traffic will be maintained throughout the entire length of the project. When conditions are such as to warrant variations from this requirement, the procedure to be followed shall be approved by the ENGINEER prior to such procedure being put into effect.

The CONTRACTOR shall furnish, erect and maintain all barricades, signs and lights as required according to the current edition of the MMUTCD. Flagmen shall also be provided by the CONTRACTOR as necessary to protect the vehicular and pedestrian traffic and the work within the work zone areas. CONTRACTOR shall be responsible for notifying concerned parties such as Police, Fire, and school officials if a road closure and/or detour will be in effect. The CONTRACTOR shall notify the same parties when the road has been reopened.

Once work on a particular utility is begun, the CONTRACTOR must continue his work to completion. The OWNER will not permit random movements of work operations among the project area that tend to confuse traffic patterns.

B. Provision for Local Traffic

During the progress of the work, the CONTRACTOR shall accommodate both local vehicular and pedestrian traffic along the roads.

Access to all residences and businesses shall be maintained except as noted on the plans or as directed by the ENGINEER.

The CONTRACTOR's truck and equipment operations on public streets shall be governed by all local traffic ordinances and regulations of the Fire and Police Departments, the OWNER, and Michigan Department of Transportation.

C. Existing Warning and Regulatory Signs

Wherever possible, all existing signs on this project are to be preserved and maintained as incidental to the project.

Where it is not possible to preserve existing traffic control signs and street name signs, they shall be removed, temporarily reset and maintained by the CONTRACTOR. Upon completion of the project, the CONTRACTOR will reset traffic control signs and street name signs in the proper position.

In cases where new signs are called for, they shall be placed in accordance with the requirements outlined elsewhere in the Contract Documents.

Any new or existing signs damaged by the CONTRACTOR shall be replaced in kind by him at no additional cost to the OWNER.

D. Lane Closures and Detours

Any lane closures or detours shall be approved by the OWNER and the appropriate governing agency and shall meet their specifications and standards as well as those of the MMUTCD. Where there are conflicts, the more restrictive requirement shall apply. If any type of closure is to occur during twilight or darkness, proper lighting will be required.

E. Construction Signs and Barricades

Warning signs and barricade configurations shall meet the requirements of the Washtenaw County Road Commission, the OWNER, and the Michigan Department of Transportation.

The CONTRACTOR shall not begin any operation on the project until all required signs and barricades have been set.

All signs to be used during twilight or darkness shall be reflectorized, in good condition, with two continuous flashing lights.

The construction site shall at all times be maintained and left in a clean, neat, and safe condition, including any construction signing.

After working hours, signs that are not appropriate shall be covered and/or removed so that motorists will not be confused. The CONTRACTOR shall also remove and replace or cover (where practical) existing traffic signs that may conflict with the proposed construction.

18. LOAD RESTRICTIONS ON LOCAL STREETS

The CONTRACTOR shall not operate heavy trucks or equipment on any side street within the project area without permission from ENGINEER, the OWNER or appropriate governing agency.

19. UTILITIES

The location of public or private utilities shown on the plans is in accordance with mapping provided by the utility owners. No guarantee is given that the locations are absolutely accurate or that utilities other than those shown are not present.

For protection of underground utilities, the CONTRACTOR shall contact "Miss Dig" at 1-800-482-7171 a minimum of three (3) working days prior to excavating. This does not relieve the CONTRACTOR of the responsibility of notifying utility owners who may not be part of the "Miss Dig" alert system.

During the course of the construction, the CONTRACTOR may encounter both overhead and underground utilities.

The electric, gas and telephone public utilities have been notified of existing underground utilities and utility poles that are within the construction limits. Those utilities in conflict with the proposed construction will be relocated by the utility OWNER. The CONTRACTOR shall cooperate with utility company forces to minimize project delays.

In the event that utilities are encountered which require relocation, it shall be the CONTRACTOR's responsibility to arrange for and schedule the relocation of the affected utilities with the owners.

No additional compensation will be paid for delays due to the encountering of existing utilities that are or are not shown on the plans.

Work stoppages by employees of utility companies or any occurrence which results in a delay in utility relocations on this project may be considered as a basis for a claim for an extension of the time of completion, but will not be considered as a basis for a claim for extra compensation or an adjustment in Contract Unit Prices. The amount of any such time extension will be based upon the amount of delay actually experienced as a result of the utility relocation delay.

20. EMERGENCY REPAIR

When the CONTRACTOR is not actively performing work on a particular construction site, situations of an emergency nature may arise as a result of uncompleted work. Such situations may affect, directly or indirectly, public and/or private property, and may ultimately affect the health, safety, and welfare of individuals or the general public. The intent of this article is to provide a procedure to eliminate these problems as they occur. While these problem situations can and do readily develop as emergencies, the ENGINEER shall direct field-related operations and require immediate efforts by the CONTRACTOR to remedy the deficiency in a method of his choosing because of his expertise in the field, time being of the essence. The correction of the "emergency" which may arise when no activity exists on the construction site shall be handled in the following manner:

A. The ENGINEER shall observe the site, take any necessary photographs and/or prepare any necessary sketches of conditions at the site to determine that the situation constitutes an emergency.

B. The ENGINEER then has three alternative sources of manpower and equipment to be selected to remedy the emergency situation in the following order:

1. The CONTRACTOR under Contract with the OWNER to perform all work on the site location in question;

2. The OWNER's water and sewer (YCUA).

3. An independent CONTRACTOR designated by the OWNER.

Since the nature and extent of most unfinished work on a particular construction site is well known by both the ENGINEER's authorized agent and the CONTRACTOR at the time of declaring such an "emergency situation" as set forth herein before; the CONTRACTOR under Contract to the OWNER for the particular project would be the first party notified and would be expected to respond immediately with necessary manpower and equipment to remedy the problem.

If a reasonable time to respond to the emergency notification is not evident, in the best judgment of the ENGINEER, then the CONTRACTOR shall be judged to have waived his rights to physically correct the problem, but not his obligations to pay for such a physical correction or damages resulting there from. The ENGINEER shall then contact the OWNER's Water and Sewer (YCUA) for their assistance in correcting the "emergency situation". Where existing commitments by the Water and Sewer (YCUA) prohibit their immediate response to the request by the ENGINEER, the ENGINEER shall finally direct that corrective measures be performed by the independent contractor previously contacted by the OWNER to perform such emergency work when so directed.

Since the cost for all remedial work undertaken by the CONTRACTOR on this project shall be borne by the CONTRACTOR and it is necessary to engage the services of the Water and Sewer (YCUA) or an independent contractor, then all costs incurred would be deducted from monies due and payable to the CONTRACTOR on the particular project as set forth on any ensuing regular job estimates.

Typical costs which will be deducted from Contract monies due would be:

A. Payroll wages

B. Material bills

C. Equipment rental (Detroit area rates) and moving costs

D. 15% profit and overhead for independent contractor

E. 10% administrative costs

F. Observation costs

21. USE OF WATER

CONTRACTOR shall not make a connection to any fire hydrant without first obtaining the necessary permit (meter) from the Township and/or YCUA. The CONTRACTOR shall be

charged for all water used. Contact the OHM staff assigned to the project and/or Scott Westover at (734) 484-4600.

22. SOIL DISPOSAL

    The CONTRACTOR shall follow federal, state, and local regulations in the disposal of all soil materials.

23. AUDIO-VIDEO RECORDINGS

    The CONTRACTOR shall conduct an audio video route survey in accordance with the specifications. The extents of this survey shall include the entire project area. The audio video survey shall include detailed descriptions of conditions and locations of all existing pavements, drives, cracks in driveway, trees, appurtenances, and other structures within the project area.

Appendix A:

Geotechnical Report

CONSULTING GROUP

July 9, 2019

Mr. Matt Parks, P.E.
Principal
OHM Advisors
34000 Plymouth Rd
Livonia, Michigan 48150

RE: Letter on Geotechnical Investigation
Ypsilanti Township Offices Pond
7200 S Huron River Drive
Ypsilanti, Michigan 48197
G2 Project No. 193268

Dear Mr. Parks:

Per our agreement, we have performed a geotechnical investigation at the above-referenced site. This letter summarizes our findings and recommendations. We understand that water from the pond adjacent to the township building is has been leaking into the building. As a result, it is desired to reduce of the footprint of the bond and deepen it. The project includes backfilling a portion of the pond on the north side of the Ypsilanti Township Civic Center, and deepening the remaining portion of the pond to approximately 10 to 12 feet below the pond surface elevation. Soil borings B-1 through B-6 are roughly equally spaced around the pond, about 10 to 15 feet from the water's edge. The surface elevation of the borings are approximately 2 feet above the water surface elevation. A topographic survey of the site was not available at the time of this report. The soil boring logs are given in Figures 1 through 6. Elevations and coordinates are approximated using Google Earth.

Soil and Groundwater Conditions

Soil conditions within soil borings B-1 though B-6 consist of 2 to 10 inches of silty clay topsoil. Loose silty sand fill underlies the topsoil in soil boring B-2 and extends to a depth of 1 foot, and in B-4 to a depth of 3 feet. Cohesive soils consisting of medium to hard sandy clay and silty clay with occasional sand seams generally extend to depths ranging from 16 to 19-1/2 feet in in soil borings B-2 through B-6. However, in soil boring B-1, a granular layer of medium compact silty sand underlies the silty clay from 13 to 15 feet. Medium compact to compact gray silt extends the end of each boring at 20 feet, underlying the granular soil in boring B-1 from 15 feet, and underlying the cohesive soils in borings B-2 through B-6 from 16 to 19-1/2 feet.

Groundwater was encountered at depths ranging from 16-1/2 feet to 19-1/2 during drilling operations in borings B-1, B-2, and B-3. Groundwater was also encountered in wet seams in borings B-2 and B-3 between 6-1/2 and 19-1/2 feet. Upon completion of drilling, the groundwater was measured at depths ranging from 16 to 17 feet in borings B-1 and B-2, and boring B-3 was dry. Fluctuations in perched and long-term groundwater levels should be anticipated due to seasonal variations and following periods of prolonged precipitation. It should be noted that groundwater observations made during drilling operations in predominantly cohesive soils are not necessarily indicative of static groundwater levels. This is due to the low permeability of such soils and the tendency of the drilling operations to seal of natural paths of groundwater flow.

Site Preparation Recommendations

Earthwork operations are expected to consist of draining the pond, excavating to the desired depth of approximately 10 to 12 feet below the pond surface elevation, and backfilling a portion of the pond using the native silty clay soils as engineered fill. We recommend all earthwork operations be performed in accordance with comprehensive specifications and be properly monitored in the field by qualified geotechnical engineers and technicians.

We anticipate the native silty clay observed within the borings will be suitable for re-use as a clay berm/dike adjacent to the building. However, the native silty clay has moisture contents ranging from 13 to 23 percent. It is anticipated the optimum moisture content of these soils for use as engineered fill will be in the range of 10 to 13 percent. Therefore, moisture conditioning (drying) of these soils that exceed the optimum moisture content by more than 3 percent will be necessary to facilitate compaction of the existing cohesive soils. The cohesive soils can be disked and left to dry in the sun prior to compaction operations. This will require a period of warm, dry weather to reduce the moisture content of the cohesive soils. Please note the granular fill soil, native granular soils, and silt soils are not suitable for re-use construction of the berm/dike adjacent to the building.

Engineered fill placed within the site should consist of an approved, environmentally clean material. Engineered fill should be free of organic matter, frozen soil, clods, or other harmful substances. The fill should be placed in uniform horizontal layers, not more than 9 inches in loose thickness. The engineered fill should be compacted to achieve a density of at least 95 percent of the maximum dry density, as determined by the Modified Proctor compaction test (ASTM D 1557). For cohesive engineered fill material, we recommend placing and compacting the material within 1 percent below or 3 percent above optimum moisture content. Frozen material should not be used as fill, nor should fill be placed on a frozen subgrade.

Granular sand seams and layers were observed within the clay near the anticipated pond bottom depths. Due to the presence sand seams and a sand layer near the proposed bottom of pond elevation, G2 recommends the use of an impermeable liner to prevent infiltration of water from the pond. In addition, we recommend that the soils immediately adjacent to the below-grade portion of the building be backfilled with granular fill and foundation drain be installed to maintain drained conditions against the below-grade wall. Water-proofing of the below-grade wall should also be performed.

We appreciate the opportunity to be of service to OHM Advisors, and thank you for the opportunity to work with you on this project. If you have any questions regarding this letter or any other matter pertaining to the project, please do not hesitate to call.

Sincerely,

G2 Consulting Group, LLC

Ryan Carpus
Staff Engineer

Jason B. Stoops, P.E.
Project Manager / Associate

RPC/JBS/jbs

Encl: Soil Boring Location Plan
Soil Boring Logs B-1 through B-6
General Notes



Legend

Soil borings performed by Strata Drilling, LLC on July 2, 2019

Soil Boring Location Plan

Ypsilanti Township Offices Pond
7200 S Huron River Drive
Ypsilanti, Michigan 48197

2G CONSULTING GROUP

Project No. 193268	
Drawn by: RPC	
Date:07-02-2019	Plate No. 1
Scale: NTS	

Project Name: Proposed Ypsilanti Township Offices Pond Improvements

Project Location: 7200 S Huron River Drive
Ypsilanti, Michigan

G2 Project No. 193268

Latitude: 42.212760° Longitude: -83.614864°

Soil Boring No. B-1

G2 CONSULTING GROUP

SUBSURFACE PROFILE

SOIL SAMPLE DATA

ELEV. (ft)	PRO-FILE	GROUND SURFACE ELEVATION: 744.0 ft ±	DEPTH (ft)	SAMPLE TYPE-NO.	BLOWS/ 6-INCHES	STD. PEN. RESISTANCE (N)	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	UNCONF. COMP. STR. (PSF)
		Topsoil: Brown Silty Clay with trace sand (7 inches) 0.6							
		Stiff Brown Sandy Clay with trace gravel		S-1	2 3 4	7	13.3		3000*
		3.0							
739.0		Very Stiff Brown and Gray Mottled Silty Clay, occasional sand seams	5	S-2	6 7 8	15	19.6		5000*
		5.5		S-3	9 11 13	24	18.4		9000*
734.0		Hard Brown Silty Clay with trace sand and gravel	10	S-4	6 12 14	26	19.0		9000*
				S-5	6 7 9	16	22.6		9000*
		13.0							
729.0		Medium Compact Brown and Gray Silty Sand with trace sand 15.0	15	S-6	11 13 15	28			
		Compact Gray Silt with trace sand		S-7	10 16 18	34			
724.0		20.0	20						
		End of Boring @ 20 ft							
719.0			25						

Total Depth: 20 ft
Drilling Date: July 2, 2019
Inspector:
Contractor: Strata Drilling, Inc.
Driller: D. Watkins

Drilling Method:
2-1/4 inch inside diameter hollow-stem augers

Water Level Observation:
17-1/2 feet during drilling operations, 17 feet upon completion of drilling operations

Notes:
* Calibrated Hand Penetrometer

Excavation Backfilling Procedure:
Boring backfilled with auger cuttings

Figure No. 1

SOIL / PAVEMENT BORING 193268.GPJ 20150116 G2 CONSULTING DATA TEMPLATE.GDT 7/11/19

Project Name: Proposed Ypsilanti Township Offices Pond Improvements

Project Location: 7200 S Huron River Drive
Ypsilanti, Michigan

G2 Project No. 193268

Latitude: 42.213275° Longitude: -83.614762°

Soil Boring No. B-2

G2 CONSULTING GROUP

SUBSURFACE PROFILE

SOIL SAMPLE DATA

ELEV. (ft)	PRO-FILE	GROUND SURFACE ELEVATION: 745.0 ft ±	DEPTH (ft)	SAMPLE TYPE-NO.	BLOWS/ 6-INCHES	STD. PEN. RESISTANCE (N)	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	UNCONF. COMP. STR. (PSF)
		Topsoil: Brown Silty Clay with trace sand (2 inches) 0.2							
		Fill: Brown Silty Sand 1.0		S-1	4 3 5	8	19.3		9000*
740.0		Hard Brown and Gray Mottled Silty Clay with trace sand and gravel, occasional sand seams	5	S-2	3 3 4	7	20.6		9000*
				S-3	3 5 6	11	19.2		9000*
735.0		9.0	10	S-4	7 12 14	26	19.7		9000*
		Very Stiff to Hard Brown Silty Clay with trace sand, occasional sand and silt seams		S-5	6 8 9	17	20.5		9000*
730.0			15	S-6	7 9 11	20	20.9		7000*
		16.0 ▽							
		Medium Compact Gray Silt with trace sand							
725.0		20.0	20	S-7	9 11 16	27			
		End of Boring @ 20 ft							
720.0			25						

Total Depth: 20 ft
Drilling Date: July 2, 2019
Inspector:
Contractor: Strata Drilling, Inc.
Driller: D. Watkins

Drilling Method:
2-1/4 inch inside diameter hollow-stem augers

Water Level Observation:
16-1/2 feet during drilling operations, 16 feet upon completion of drilling operations. Water also encountered at wet seams between 9 and 16 feet.

Notes:
* Calibrated Hand Penetrometer

Excavation Backfilling Procedure:
Boring backfilled with auger cuttings

Figure No. 2

SOIL / PAVEMENT BORING 193268.GPJ 20150116 G2 CONSULTING DATA TEMPLATE.GDT 7/11/19

Project Name: Proposed Ypsilanti Township Offices Pond Improvements

Project Location: 7200 S Huron River Drive
Ypsilanti, Michigan

G2 Project No. 193268

Latitude: 42.213529° Longitude: -83.614289°

Soil Boring No. B-3

G2 CONSULTING GROUP

ELEV. (ft)	PRO-FILE	GROUND SURFACE ELEVATION: 745.0 ft ±	DEPTH (ft)	SAMPLE TYPE-NO.	BLOWS/ 6-INCHES	STD. PEN. RESISTANCE (N)	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	UNCONF. COMP. STR. (PSF)
		Topsoil: Brown Silty Clay with trace sand (10 inches) 0.8							
				S-1	4 5 6	11	17.1		9000*
740.0		Hard Brown and Gray Mottled Silty Clay with trace sand, occasional sand seams	5	S-2	7 10 11	21	19.3		9000*
		6.5		S-3	9 11 13	24	18.5		9000*
735.0		Hard Brown and Gray Mottled Silty Clay with trace sand and gravel, occasional sand seams	10	S-4	7 11 14	25	18.0		9000*
		11.0		S-5	7 7 10	17	17.4		5000*
		Very Stiff Brown and Gray Mottled Silty Clay with trace sand and gravel, occasional sand seams 13.0							
730.0		Medium Brown and Gray Mottled Silty Clay with trace sand and gravel, occasional sand seams 15.0	15	S-6	10 13 14	27	21.1		1000*
		Very Stiff Brown and Gray Mottled Silty Clay with trace sand and gravel		S-7	9		23.2		5000*
725.0		19.5 Gray Silt 20.0	20	S-8	14 15	29			
		End of Boring @ 20 ft							
720.0			25						

Total Depth: 20 ft
Drilling Date: July 2, 2019
Inspector:
Contractor: Strata Drilling, Inc.
Driller: D. Watkins

Drilling Method:
2-1/4 inch inside diameter hollow-stem augers

Water Level Observation:
19-1/2 feet during drilling operations, Dry upon completion of drilling operations. Water also encountered at wet seams between 6-1/2 and 19-1/2 feet.

Notes:
* Calibrated Hand Penetrometer

Excavation Backfilling Procedure:
Boring backfilled with auger cuttings

Figure No. 3

SOIL / PAVEMENT BORING 193268.GPJ 20150116 G2 CONSULTING DATA TEMPLATE.GDT 7/11/19

Project Name: Proposed Ypsilanti Township Offices Pond Improvements

Project Location: 7200 S Huron River Drive
Ypsilanti, Michigan

G2 Project No. 193268

Latitude: 42.213326° Longitude: -83.613713°

Soil Boring No. B-4

G2 CONSULTING GROUP

ELEV. (ft)	PRO-FILE	GROUND SURFACE ELEVATION: 745.0 ft ±	DEPTH (ft)	SAMPLE TYPE-NO.	BLOWS/ 6-INCHES	STD. PEN. RESISTANCE (N)	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	UNCONF. COMP. STR. (PSF)
		Topsoil: Brown Silty Clay with trace sand (10 inches) 0.8							
		FILL: Loose Brown Silty Sand		S-1	3 4 4	8			
		3.0							
740.0		Hard Brown and Gray mottled Silty Clay with trace sand and gravel	5	S-2	5 6 6	12	20.8		9000*
		7.5		S-3	6 7 7	14	17.2		9000*
735.0		Hard Brown SIlty Clay with trace sand	10	S-4	7 8 10	18	18.8		9000*
				S-5	8 10 12	22	17.0		9000*
		13.0							
730.0		Hard Grayish Brown Silty Clay with trace sand	15	S-6	10 13 15	28	15.9		9000*
		17.0							
725.0		Compact Gray SIlt with trace sand 20.0	20	S-7	11 16 19	35			
		End of Boring @ 20 ft							
720.0			25						

Total Depth: 20 ft
Drilling Date: July 2, 2019
Inspector:
Contractor: Strata Drilling, Inc.
Driller: D. Watkins

Notes:
* Calibrated Hand Penetrometer

Excavation Backfilling Procedure:
Boring backfilled with auger cuttings

Drilling Method:
2-1/4 inch inside diameter hollow-stem augers

Figure No. 4

SOIL / PAVEMENT BORING 193268.GPJ 20150116 G2 CONSULTING DATA TEMPLATE.GDT 7/11/19

Project Name: Proposed Ypsilanti Township Offices Pond Improvements

Project Location: 7200 S Huron River Drive
Ypsilanti, Michigan

G2 Project No. 193268

Latitude: 42.212881° Longitude: -83.613731°

Soil Boring No. B-5

CONSULTING GROUP

SUBSURFACE PROFILE

SOIL SAMPLE DATA

ELEV. (ft)	PRO-FILE	GROUND SURFACE ELEVATION: 745.0 ft ±	DEPTH (ft)	SAMPLE TYPE-NO.	BLOWS/ 6-INCHES	STD. PEN. RESISTANCE (N)	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	UNCONF. COMP. STR. (PSF)
		Topsoil: Brown Silty Clay with trace sand (9 inches) 0.8							
				S-1	3 3 5	8	17.4		9000*
740.0		Hard Brown and Gray Mottled SIlty Clay with trace sand and gravel	5	S-2	5 7 10	17	18.6		9000*
		6.0		S-3	6 9 11	20	18.4		9000*
735.0		Hard Brown Silty Clay with trace sand	10	S-4	1 12 14	26	19.7		9000*
		11.0		S-5	8 8 10	18	16.9		9000*
730.0		Hard Brown SIlty Clay with trace sand 14.0	15	S-6	8 12 14	26	15.4		9000*
		Hard Gray Silty Clay with trace sand		S-7	9				9000*
725.0		19.5 Gray Silt with trace sand 20.0	20	S-8	14 21	35	19.5		
		End of Boring @ 20 ft							
720.0			25						

Total Depth: 20 ft
Drilling Date: July 2, 2019
Inspector:
Contractor: Strata Drilling, Inc.
Driller: D. Watkins

Notes:
* Calibrated Hand Penetrometer

Excavation Backfilling Procedure:
Boring backfilled with auger cuttings

Drilling Method:
2-1/4 inch inside diameter hollow-stem augers

Figure No. 5

SOIL / PAVEMENT BORING 193268.GPJ 20150116 G2 CONSULTING DATA TEMPLATE.GDT 7/11/19

Project Name: Proposed Ypsilanti Township Offices Pond Improvements

Project Location: 7200 S Huron River Drive
Ypsilanti, Michigan

G2 Project No. 193268

Latitude: 42.212550° Longitude: -83.614102°

Soil Boring No. B-6

CONSULTING GROUP

SUBSURFACE PROFILE

SOIL SAMPLE DATA

ELEV. (ft)	PRO-FILE	GROUND SURFACE ELEVATION: 745.0 ft ±	DEPTH (ft)	SAMPLE TYPE-NO.	BLOWS/ 6-INCHES	STD. PEN. RESISTANCE (N)	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	UNCONF. COMP. STR. (PSF)
		Topsoil: Brown Silty Clay with trace sand (10 inches) 0.8							
				S-1	3 5 6	11	18.0		9000*
740.0		Hard Brown and Gray Mottled Silty Clay with trace sand and gravel, and few roots	5	S-2	6 6 8	14	19.3		9000*
		6.0		S-3	7 9 9	18	19.4		6000*
735.0		Very Stiff to Hard Brown Silty Clay with trace sand	10	S-4	11 13 15	28	18.0		9000*
		11.5		S-5	10 10 13	23	20.2		9000*
730.0		Hard Gray Silty Clay with trace sand, occasional sand seams	15	S-6	9 10 12	22	16.6		9000*
		18.5							
725.0		Medium Compact Gray Silt with trace sand 20.0	20	S-7	10 14 16	30	20.1		9000*
		End of Boring @ 20 ft							
720.0			25						

Total Depth: 20 ft
Drilling Date: July 2, 2019
Inspector:
Contractor: Strata Drilling, Inc.
Driller: D. Watkins

Notes:
* Calibrated Hand Penetrometer

Excavation Backfilling Procedure:
Boring backfilled with auger cuttings

Drilling Method:
2-1/4 inch inside diameter hollow-stem augers

Figure No. 6

SOIL / PAVEMENT BORING 193268.GPJ 20150116 G2 CONSULTING DATA TEMPLATE.GDT 7/11/19

CONSULTING GROUP

GENERAL NOTES TERMINOLOGY

Unless otherwise noted, all terms herein refer to the Standard Definitions presented in ASTM 653.

PARTICLE SIZE

Boulders		- greater than 12 inches
Cobbles		- 3 inches to 12 inches
Gravel	- Coarse	- 3/4 inches to 3 inches
	- Fine	- No. 4 to 3/4 inches
Sand	- Coarse	- No. 10 to No. 4
	- Medium	- No. 40 to No. 10
	- Fine	- No. 200 to No. 40
Silt		- 0.005mm to 0.074mm
Clay		- Less than 0.005mm

CLASSIFICATION

The major soil constituent is the principal noun, i.e. clay, silt, sand, gravel. The second major soil constituent and other minor constituents are reported as follows:

Second Major Constituent (percent by weight)	Minor Constituent (percent by weight)
Trace - 1 to 12%	Trace - 1 to 12%
Adjective - 12 to 35%	Little - 12 to 23%
And - over 35%	Some - 23 to 33%

COHESIVE SOILS

If clay content is sufficient so that clay dominates soil properties, clay becomes the principal noun with the other major soil constituent as modifier, i.e. sandy clay. Other minor soil constituents may be included in accordance with the classification breakdown for cohesionless soils, i.e. silty clay, trace sand, little gravel.

Consistency	Unconfined Compressive Strength (psf)	Approximate Range of (N)
Very Soft	Below 500	0 - 2
Soft	500 - 1,000	3 - 4
Medium	1,000 - 2,000	5 - 8
Stiff	2,000 - 4,000	9 - 15
Very Stiff	4,000 - 8,000	16 - 30
Hard	8,000 - 16,000	31 - 50
Very Hard	Over 16,000	Over 50

Consistency of cohesive soils is based upon an evaluation of the observed resistance to deformation under load and not upon the Standard Penetration Resistance (N).

COHESIONLESS SOILS

Density Classification	Relative Density %	Approximate Range of (N)
Very Loose	0 - 15	0 - 4
Loose	16 - 35	5 - 10
Medium Compact	36 - 65	11 - 30
Compact	66 - 85	31 - 50
Very Compact	86 - 100	Over 50

Relative Density of cohesionless soils is based upon the evaluation of the Standard Penetration Resistance (N), modified as required for depth effects, sampling effects, etc.

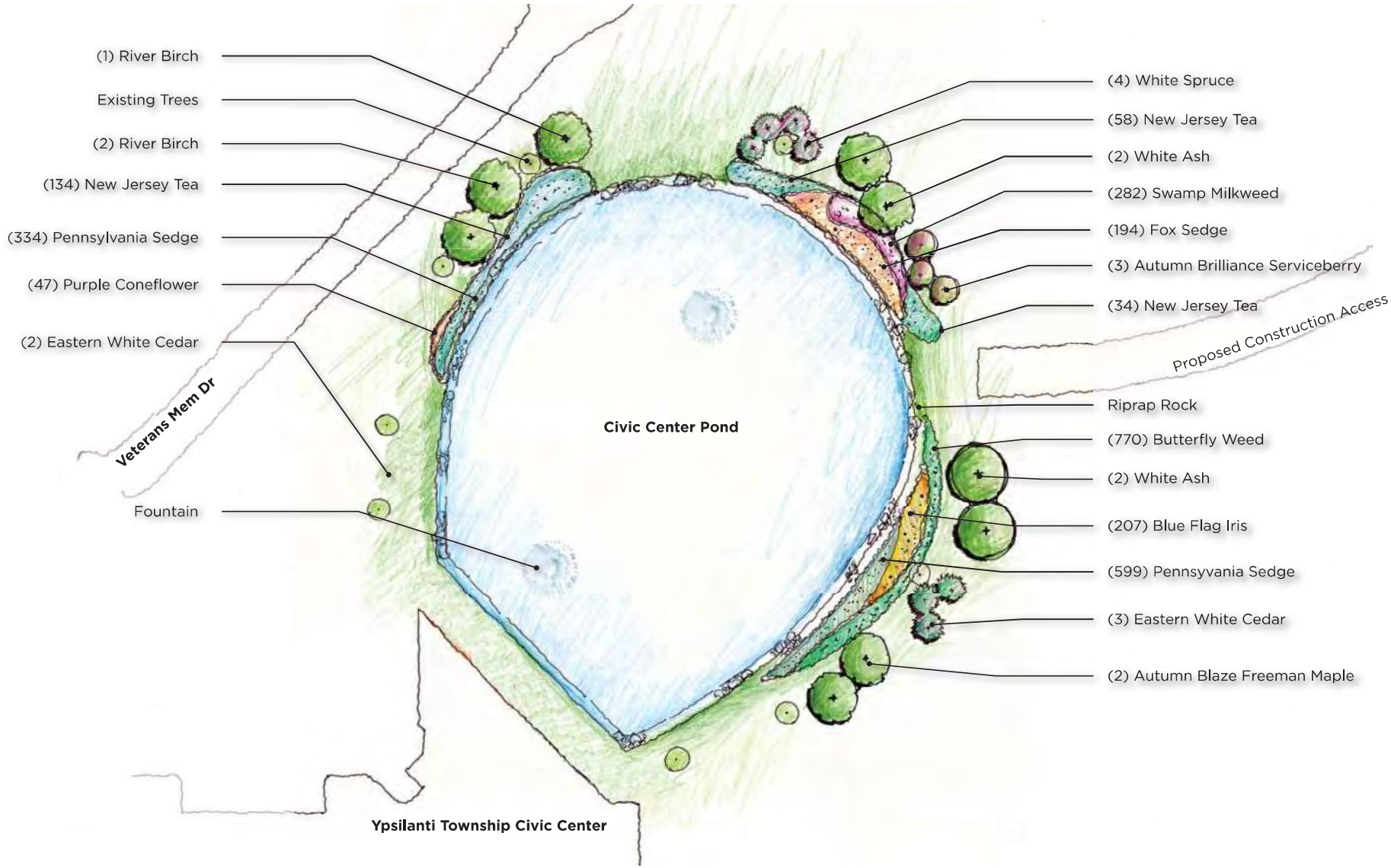
SAMPLE DESIGNATIONS

AS - Auger Sample – Cuttings directly from auger flight
BS - Bottle or Bag Samples
S - Split Spoon Sample - ASTM D 1586
LS - Liner Sample with liner insert 3 inches in length
ST - Shelby Tube sample - 3 inch diameter unless otherwise noted
PS - Piston Sample - 3 inch diameter unless otherwise noted
RC - Rock Core - NX core unless otherwise noted

STANDARD PENETRATION TEST (ASTM D 1586) - A 2.0 inch outside-diameter, 1-3/8 inch inside-diameter split barrel sampler is driven into undisturbed soil by means of a 140-pound weight falling freely through a vertical distance of 30 inches. The sampler is normally driven three successive 6-inch increments. The total number of blows required for the final 12 inches of penetration is the Standard Penetration Resistance (N).

Appendix B:

Landscaping



DETENTION POND LANDSCAPE PLAN

CHARTER TOWNSHIP OF YPSILANTI CIVIC CENTER POND REHAB | LANDSCAPE CONCEPT

11/14/2023

Evergreen Trees



Eastern White Cedar
Thuja Occidentalis
30'tall, 15' wide
3' Spacing
Wet soil tolerant



White Spruce
Picea glauca 'Pendula'
25'tall, 8' wide
40' Spacing
Hardy native plant

Deciduous Trees



White Ash
Fraxinus americana 'Autumn Purple'
50'tall, 40' wide
40' Spacing
Beautiful fall color



River Birch
Betula nigra
50'tall, 50' wide
15' Spacing
Fast growing



Autunn Blaze Freeman Maple
Acer x freemanii 'Autumn Blaze'
50'tall, 40' wide
20' Spacing
Beautiful fall color

Ornamental Trees



Autumn Brilliance Serviceberry
Amelanchier x grandiflora 'Autumn Brilliance'
20'tall, 20' wide
15' Spacing
Showy flower

Perennials



Butterfly Weed
Asclepias tuberosa
2'tall, 1' wide
1' Spacing
Pollinators plant



Swamp Milkweed
Asclepias incarnata
4'tall, 3' wide
2' Spacing
Showy flower with fragrant



Purple Coneflower
Echinacea purpurea
4'tall, 2' wide
2' Spacing
Long blooming time



Blue Flag Iris
Iris versicolor
2.5'tall, 2.5' wide
2' Spacing
Will naturalize

Shrubs



New Jersey Tea
Ceanothus americanus
4'tall, 3' wide
4' Spacing
Showy flower with fragrant

Ornamental Grasses & Sedges



Fox Sedge
Hypericum pyramidatum
3'tall, 2' wide
3' Spacing
Suitable for wet soil



Pennsyvania Sedge
Carex pensylvanica
1'tall, 1' wide
1' Spacing
Suitable for wet soil

Appendix C:

Prevailing Wage Requirements

"General Decision Number: MI20230074 10/20/2023

Superseded General Decision Number: MI20220074

State: Michigan

Construction Type: Heavy

County: Washtenaw County in Michigan.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

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

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

Modification Number	Publication Date
0	01/06/2023

1	02/03/2023
2	07/21/2023
3	08/11/2023
4	09/01/2023
5	10/06/2023
6	10/20/2023

CARP0687-006 06/01/2021

	Rates	Fringes
CARPENTER, Includes Form Work	$ 35.16	29.22

ELEC0252-009 06/01/2023

	Rates	Fringes
ELECTRICIAN	$ 51.73	29%+13.00

ENGI0325-019 09/01/2023

POWER EQUIPMENT OPERATORS: Underground Construction (Including Sewer)

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1	$ 41.08	25.25
GROUP 2	$ 36.25	25.25
GROUP 3	$ 35.52	25.25
GROUP 4	$ 34.95	25.25

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

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

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

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ENGI0326-008 06/01/2023

EXCLUDES UNDERGROUND CONSTRUCTION

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1	$ 47.79	25.35
GROUP 2	$ 46.29	25.35
GROUP 3	$ 44.79	25.35
GROUP 4	$ 44.49	25.35
GROUP 5	$ 43.67	25.35
GROUP 6	$ 42.81	25.35
GROUP 7	$ 41.84	25.35
GROUP 8	$ 40.13	25.35
GROUP 9	$ 31.79	25.35

FOOTNOTES: Tower cranes: to be paid the crane operator rate

determined by the combined length of the mast and the boom.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane with boom & jib or leads 400' or longer

GROUP 2: Crane with boom & jib or leads 300' or longer

GROUP 3: Crane with boom & jib or leads 220' or longer

GROUP 4: Crane with boom & jib or leads 140' or longer

GROUP 5: Crane with boom & jib or leads 120' or longer

GROUP 6: Regular crane operator

GROUP 7: Backhoe/Excavator, Bobcat/Skid Loader, Boring Machine, Broom/Sweeper, Bulldozer, Grader/Blade, Loader, Roller, Scraper, Tractor, Trencher

GROUP 8: Forklift

GROUP 9: Oiler

IRON0025-006 06/01/2023

	Rates	Fringes
IRONWORKER		
Reinforcing	$ 31.43	34.77
Structural	$ 34.85	40.42

---

* LABO0334-009 06/01/2023

EXCLUDES OPEN CUT CONSTRUCTION

	Rates	Fringes
Landscape Laborer		
GROUP 1	$ 25.97	8.60
GROUP 2	$ 23.75	8.60

LANDSCAPE LABORER CLASSIFICATIONS

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

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

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LABO0334-018 09/01/2022

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

	Rates	Fringes

LABORER
(1) Common or General.....$ 25.20 12.95
(2) Mason Tender-
Cement/Concrete.....$ 22.11 12.95
(4) Grade Checker.....$ 25.50 12.95
(5) Pipelayer.....$ 22.90 12.75
(524.20) Pipelayer.....$ 25.65 12.95
(7) Landscape.....$ 19.59 12.95

LABO0499-020 08/01/2022

EXCLUDES OPEN CUT CONSTRUCTION

	Rates	Fringes
LABORER		
GROUP 1	$ 30.66	14.70
GROUP 2	$ 31.21	14.70
GROUP 3	$ 31.02	14.70

LABORER CLASSIFICATIONS

GROUP 1: Common or General; Grade Checker

GROUP 2: Mason Tender - Cement/Concrete

GROUP 3: Pipelayer

PAIN0022-005 07/01/2008

	Rates	Fringes
PAINTER		
Brush & Roller	$ 25.06	14.75
Spray	$ 25.86	14.75

PLAS0514-002 06/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 31.47	13.81

PLUM0190-010 06/01/2021

	Rates	Fringes
PLUMBER	$ 44.31	23.70

TEAM0007-006 06/01/2023

	Rates	Fringes
TRUCK DRIVER		
Dump Truck under 8 cu. yds.; Tractor Haul Truck	$ 31.40	.75 + a+b
Dump Truck, 8 cu. yds. and over	$ 31.50	.75 + a+b
Lowboy/Semi-Trailer Truck	$ 31.65	.75+ a+b

FOOTNOTE:
a. $470.70 per week.
b. $68.70 daily.

SUMI2010-072 11/09/2010

	Rates	Fringes
TRUCK DRIVER: Off the Road Truck	$ 20.82	3.69

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

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION
"

Appendix D:

Pond Liner

Orb-Weave24

OrbWeave24 is a multi-layered reinforced 11.5oz geomembrane ideal for medium and heavy duty applications. OrbWeave24 is the industry leader in quality and strength. An extremely chemical and puncture resistant geomembrane with light weight HDPE woven skrim core with JAG weave technology.







Features & Benefits	Applications:
• Puncture & abrasion resistant construction • Woven core provides excellent dimensional stability • Non-toxic, no PVC or other hazardous materials used • Excellent UV, ozone & oxidation resistance	Lagoon Liners, Oil & Gas, Canal Lining, soil remediation, pond liners, spill containment liners.

GREAT LAKES LINING

ORB WEAVE

Physical Properties & Testing Data:

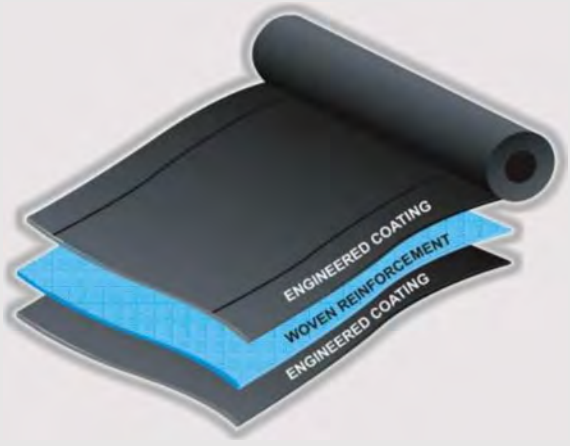
Lagoon Liners, Oil & Gas, Canal Lining, soil remediation, pond liners, spill containment liners.

Property	Value	Performance
Thickness	24mil	ASTM D1777
Coating thickness	3.5mil	
Color	black/black	others available upon
Grab Tensile	MD 350 lb TD 335 lb	ASTM D7004
Strip Tensile	MD 245 lb TD 250 lb	ASTM D7003
Tongue Tear	MD 110 lb TD 110 lb	ASTM D5884
Mullen Burst	525 psi	ASTM D751
Permeability	< 1.3 x 10 – 7 cm/sec	ASTM D4491
Puncture Resistance	182 lbs	ASTM D4833
Weathering	>90% after 2,000 hrs	ASTM G151
Warranty	10 years exposed	20 years buried

MD = machine direction; TD = transverse direction

These values are typical data and not intended for limiting specifications. We believe them to be reliable and accurate to the best of our ability and are intended for guidelines of performance (+/- 10%)

ORB WEAVE

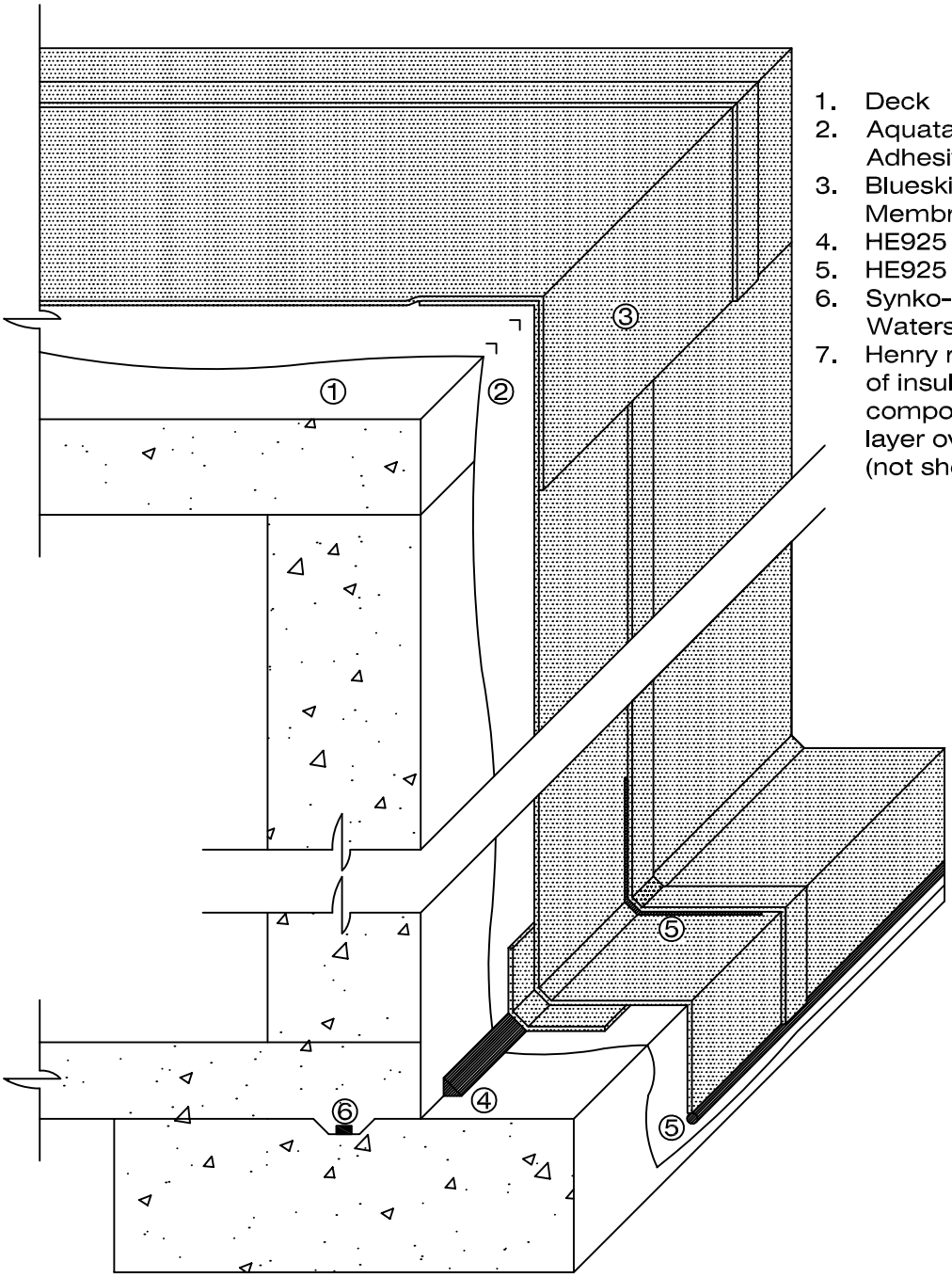


Great Lakes Lining ©

www.greatlakeslining.com
www.orb-weave.com

Appendix E:

Building Waterproofing



1. Deck
2. Aquatac Primer or Blueskin Adhesive
3. Blueskin WP 200 Membrane
4. HE925 or Polybitume
5. HE925 or Polybitume
6. Synko-Flex or Hydro-Flex Waterstop
7. Henry recommends the use of insulation or a drainage composite as a protection layer over Blueskin WP200 (not shown for clarity).

Notes:

1. System detail showing typical application to a concrete foundation wall and deck.
2. Blueskin WP 200 must be protected. Use extruded polysterene insulated assemblies. Prefabricated geocomposite drainage boards, polyproplypene, or asphaltic protection board may also be used.

Henry COMPANY®	BLUESKIN WP-200	SCALE: N.T.S.
	FOUNDATION WALL APPLICATIONS	
	SYSTEM DETAIL	ES-H101

TECHNICAL DATA SHEET

Blueskin® WP200

Self-Adhered Waterproofing Membrane

Physical Properties

-Color	Blue	-Flexibility at -15°F (ASTM D1970)	Pass
-Thickness	60 mils (1.5 mm)		
-Application Temp	14°F (-10°C) and above	-Water Vapor Transmission (ASTM E96)	0.02 perms (1.14 ng/Pa.s.m^2)
-Elongation (ASTM D412)	300% (To ultimate failure of rubberized asphalt)		
-Tensile Strength (Membrane) ASTM D412 – modified	325 psi (2.24 Mpa)	-Lap Peel Strength @ 40°F (ASTM D1876)	3.3 lbf/in (580 N/m)
-Peel Strength (ASTM D903)	9 lbs/in (1576 N/m)	-Hydrostatic Head (ASTM D5385)	231 feet (70 m of water)
-Minimum Puncture Resistance – Membrane (ASTM E154)	50 lbs (222 N/m) minimum.	-Moisture Absorption (ASTM D570-81)	0.1% maximum

Packaging

-Thickness	60 mils (1.5 mm)	-Gross Coverage 36”	200 ft^2
-Roll Length	66.7 ft.	-Net Coverage* 36”	186 ft^2
-Roll Width	36”		
-Top Surface	Blue, cross-laminated polyethylene (HDPE)		
-Bottom Surface	Siliconized Release Film		

*Based on 65 mm laps both sides and end laps.

Description

Blueskin® WP200 is a self-adhering waterproofing membrane consisting of SBS rubberized asphalt compound, which is integrally laminated to a blue, tough, high-density cross-laminated polyethylene film. The membrane is specifically designed to be self-adhered to a prepared substrate providing a high-performance waterproofing barrier even under hydrostatic head pressures to 231feet.

Features

-60 mil thick, SBS modified membrane
-Excellent cold weather application properties
-No VOC’s and low odor
-CCMC listed
-Unique side-lap feature offers superior water-tightness
-Factory controlled thickness
-Fully adhered systems prevents lateral water movement
-Resists up to 231 feet of positive-side head pressure

Limitations

Non-resistant to oils and solvents. Not designed for use in direct contact with potable water or permanent exposure and must be covered to prevent damage from sunlight. Good practice calls for the membrane to be covered immediately following application. Refer to minimum cure time requirements of sealant and mastics prior to applying polystyrene insulation. Do not use in contact with flexible PVC/vinyl products. Use only **Henry 925 BES Sealant** for terminations and penetration sealant to assure sealant compatibility. Using solvent-based primers in below-grade applications is not recommended to avoid possible hazardous fume accumulations.

Storage

Store in original cartons, on pallets or elevated platform. Protect from weather or store in an enclosed area below 120°F. Double stacked pallets are not recommended. If double stacking is necessary, use a plywood sheet to distribute the load.

REVISION: 02/27/17

Henry Company 999 N. Sepulveda, Ste 800, El Segundo CA 90245-2754
Technical Services- Phone (800) 486-1278 – Email: techservices@henry.com
www.henry.com

Blueskin® WP 200 Self-Adhesive Waterproofing Membrane

Uses

Blueskin® WP200 is designed for use as a self-adhered sheet waterproofing membrane in above or below grade applications. Principal application is on concrete foundation walls, plaza decks, tunnels, and parking decks in both vertical and horizontal orientations. **Blueskin® WP200** is an ideal membrane for use in interior applications such as mechanical rooms, laboratories and wet-rooms. Combined with **Aquatac** water based primer, offers excellent performance in ICF applications.

Surface Preparation

Acceptable substrates are cast-in-place concrete, precast concrete, wood, concrete block, and polystyrene insulation form foundations. Parging of concrete blocks is not required. All surfaces to receive **Blueskin® WP200** must be clean of oil, dust and excess mortar. Concrete surfaces must be smooth and without large voids, spalled areas or sharp protrusions. Concrete must be allowed to cure a minimum of 7 days and must be dry and free from frost before **Blueskin® WP200** is applied. Structural lightweight concrete must be cured 14 days. Where curing compounds are used, they must be clear resin based, without oil, wax or pigments. Prime substrate using **Aquatac™** applied by spray or roller at a rate of 300ft²/3.78L and allow to dry thoroughly before applying **Blueskin® WP200**. Primed surfaces not covered by membrane during the same working day must be reprimed.

Application

Refer to **Blueskin® WP200** Guide Specification for detailed application information.

Joint and Crack Treatment: All cracks in concrete 1/16" to 1/8" wide are to be pre-treated with a flush application of **Henry 925 BES Sealant** filling crack. Alternately, apply a 6" wide strip of **Blueskin® WP200** centered over crack. Provide 3" end laps. Horizontal to vertical inside corner transition areas are to be pre-treated with an **Henry 925 BES Sealant** fillet extending ¾" vertically and horizontally from the corner. Apply a minimum 9" strip of **Blueskin® WP200** membrane centered at the joint. All outside corners are to be pre-treated with a minimum of 9" strip of **Blueskin® WP200** membrane centered at the joint. Drains: At drains, apply waterproofing membrane collar centered on drain and extend 6" beyond flange onto deck. Apply field membrane in full width centered over drain. Apply clamping ring in a 60-mil bed of **925 BES Sealant**. Projections: Extend **Blueskin® WP200** membrane tight to projection and seal with **925 BES Sealant** extending 2" along projection and 2" onto **Blueskin® WP200** membrane.

Vertical Applications: Apply **Blueskin® WP200** waterproofing membrane to prepared substrate in lengths of 8' or less. Provide 2 ½" laps at both sides and ends. Position for alignment and remove protective film. Press firmly into place. Promptly roll all laps with a counter top roller to effect seal. If more than one length is required on a vertical surface, apply a shingle fashion. Terminate membrane using **925 BES Sealant,** termination bar, reglet or counter flashing as indicated. Refer to manufacturers standard details. All laps within 12" of 90° change in plane are to be sealed with **925 BES Sealant**.

Horizontal Applications: Apply **Blueskin® WP200** waterproofing membrane to prepared substrate beginning at the low point of the surface and working to the high point in a shingle fashion. Provide 2 ½" side and end laps. Roll membrane immediately over entire surface to ensure best seal. At all terminations and T-joints, seal laps using **925 BES Sealant**. All laps within 12" of a 90° change in plane are to be sealed with **925 BES Sealant**.

For optimal adhesion on applications below 40°F, **Blueskin® WP200** waterproofing membrane should be applied within one hour of the primer application.

Protection of Membrane

Protection board and/or **Henry DB Drain Boards** are recommended over all below-grade **Blueskin® WP200** applications.

Henry Company 999 N. Sepulveda, Ste 800, El Segundo CA 90245-2754
Technical Services- Phone (800) 486-1278 – Email: techservices@henry.com
www.henry.com

Limited Warranty

LIMITED PRODUCT WARRANTY AND LIABILITY DISCLAIMER: Many factors affect the results obtained from this product – such as weather, workmanship, equipment utilized, and prior condition of the substrate – and these are all beyond our control. We, the manufacturer, warrant only that we will replace, at no charge, any product proved to have a material defect in original manufacturing within 12 months of purchase, provided the product has been applied in accordance with our written directions for uses we recommend as suitable for this product. Proof of purchase must be provided. DISCLAIMER OF CONDITIONS/WARRANTIES AND LIMITATION OF LIABILITY: THIS LIMITED WARRANTY IS IN LIEU OF ANY OTHER CONDITIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED CONDITION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ONE, INCLUDING THE MANUFACTURER, SHALL HAVE ANY LIABILITY OF ANY KIND, INCLUDING FOR NEGLIGENCE OR FOR DIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, RESULTING FROM ANY MISUSE, DEFECTS, ANY DELAYS CAUSED BY REPLACEMENT, OR OTHERWISE BEYOND PRODUCT REPLACEMENT. IF PURCHASER DOES NOT ACCEPT THESE TERMS, PURCHASER MAY RETURN ALL CONTAINERS OR PACKAGES OF PRODUCT PURCHASED FOR A FULL REFUND WITHIN 30-DAYS OF PURCHASE. RETENTION OF PRODUCT BEYOND 30-DAYS, OR USE OF PRODUCT SHALL CONSTITUTE ACCEPTANCE OF THESE TERMS, CONDITIONS, AND DISCLAIMERS. THIS LIMITED WARRANTY AND LIABILITY DISCLAIMER PROVIDES THE PURCHASER'S EXCLUSIVE REMEDY, FROM ANYONE, FOR ANYTHING RELATING TO THE PRODUCT. To the extent that any part of this LIMITED PRODUCT WARRANTY AND LIABILITY DISCLAIMER is determined unenforceable under the law of the place of purchase of the product, that part is severed and the remainder of these terms remain in full force and effect. To the extent permitted by law, the duration of any implied conditions or warranties is limited to the duration of Henry's express warranty.

Statement of Responsibility

The technical and application information herein is based on the present state of our best scientific and practical knowledge. As the information herein is of a general nature, no assumption can be made as to a product's suitability for a particular use or application and no warranty as to its accuracy, reliability or completeness either expressed or implied is given other than those required by law. The user is responsible for checking the suitability of products for their intended use. Henry Company data sheets are updated on a regular basis; it is the user's responsibility to obtain and to confirm the most recent version. Information contained in this data sheet may change without notice.

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Technical Services- Phone (800) 486-1278 – Email: techservices@henry.com
www.henry.com

SECTION 07 11 13
SELF-ADHERING SHEET WATERPROOFING

SPEC NOTE: This specification includes materials and methods for the application of Henry Blueskin® WP 200, a sheet applied self-adhering waterproofing membrane. Typical applications include below grade tunnels, foundations, plaza decks, planters and parking structures preventing the penetration of water under hydrostatic pressure. This specification should be adapted to suit the requirements of individual projects. It is prepared in CSI-NMS three part format and should be included as a separate section under Division 7 - Thermal and Moisture Protection.

PART 1: GENERAL

1.01 GENERAL REQUIREMENTS

A. The General Conditions, the Supplementary Conditions, the Instructions to Bidders and Division One General Requirements shall be read in conjunction with and govern this section.

B. The Specification shall be read as a whole by all parties concerned. Sectioning of the Specification is for convenience. Each Section may contain more or less than the complete work of any trade. The Contractor is solely responsible to make clear to the Subcontractors the extent of their work.

1.02 DESCRPTION

A. Supply labor, materials, plant, tools and equipment to complete the Work as shown on the Drawings and as specified herein including, but not limited to the following:

1. Foundation Walls (by others),
2. Primer & Self-Adhered SBS Modified Asphalt Waterproofing Membrane,
3. Drain Board/Protection Board,
4. Specified Backfill.

1.03 RELATED WORK

A. Division 2 Site Work
B. Division 3 Concrete
C. Division 4 Masonry
D. Division 5 Structural Steel
E. Division 6 Rough Carpentry
F. Division 7 Sealants & Flashings
G. Division 15 Mechanical

1.04 REFERNECES

A. CAN/CGSB-37.9M: Primer, Asphalt, Unfilled for Asphalt Roofing, Dampproofing and Waterproofing.

1.05 SUBMITALS

A. Prior to commencing the Work, submit copies of manufacturers current certification to ISO. Membrane, primers, sealants, adhesives and associated auxiliary materials shall be included.

B. Prior to commencing the Work, submit references clearly indicating that the materials proposed have been installed for not less than fifteen years on projects of similar scope and nature. Submit references for a minimum of ten projects.

C. Prior to commencing the Work submit manufacturers complete set of standard details for waterproofing systems.

1.06 Quality Assurance

A. Perform Work in accordance with the printed requirements of the membrane manufacturer and this specification. Advise designer of any discrepancies prior to commencement of the Work.

B. Maintain one copy of manufacturers literature on site throughout the execution of the Work.

C. At the beginning of the Work and at all times during the execution of the Work, allow access to site by the waterproofing membrane manufacturers representative.

D. Materials used in this Section, including, primers, mastics and membranes, asphaltic protection boards, composite drainage boards and expansion joint membranes shall be fully compatible and shall be sourced and or produced by one manufacturer.

E. Submit copies of the membrane manufacturers current ISO certification including the manufacturing of the membrane, primer, mastics, adhesives and protection board.

1.07 DELIVERY, STORAGE AND HANDLING

A. Deliver materials to the job site in undamaged and original packaging indicating the name of the manufacturer and product.

B. Cold applied elastomeric membrane should be stored in closed containers outdoors.

C. Store membrane at temperature of 40 degrees F and above to facilitate handling.

D. Membrane contains petroleum solvents and are flammable. Do not use near open flame.

E. Store role materials horizontally in original packaging.
F. Store adhesives and primers at temperatures of 40 degrees F and above to facilitate handling.
G. Keep solvents away from open flame or excessive heat.

1.08 CO-ORDINATION
A. Ensure continuity of the waterproofing membrane throughout the scope of this section.
B. Work shall be so scheduled as to provide a watertight seal at the end of each working day on the areas worked upon during the day.

1.09 SITE CONDITONS
A. Environmental Requirements
1. No installation work shall be performed during rainy or inclement weather and on frost or wet covered surfaces.
B. Protection
1. Provide adequate protection of materials and work of this section from damage by weather backfilling operations and other causes.
2. Protect work of other trades from damage resulting from work of this section. Make good such damage at own expense to satisfaction of the consultant.
3. Apply protection board as soon as possible after installation of membrane.

1.10 ALTERNATES
A. Submit requests for alternates in accordance with Section [XXXXX] - [XXXXX].
B. Alternate submission format to include:
1. Submit evidence that alternate materials meet or exceed performance characteristics of Product requirements and documentation from an approved independent testing laboratory certifying that the performance of the waterproofing membrane system including drain boards and transition sheets, exceed the requirements of the National Building Code.
2. Submit copies of manufacturers' current ISO certification.
3. Submit references clearly indicating that the membrane manufacturer has successfully completed projects on a annual basis of similar scope and nature for a minimum of fifteen years.
4. Submit manufacturers' complete set of standard details for the waterproofing membrane systems showing a continuous plane of water tightness throughout the building envelope.
C. Submit requests for alternate to this specification a minimum of fifteen (10) working days prior to tender closing for evaluation. Include a list of 25 projects executed over the past fifteen years.
D. Acceptable alternates will be confirmed by addendum. Substitute materials not approved in writing prior to tender closing shall not be permitted for use on this project.

SPEC NOTE: This Guide Specification includes a standard contractor's 2 year warranty and manufacturer's 5 year material warranty. An extended 10 year material warranty is available provided a Henry Drain Board system is installed over the waterproofing membrane in accordance with the manufacturer's written instructions.

1.11 Warranty
.1 For the Work of this Section, the 12 months warranty period prescribed in subsection GC 32.1 of General Conditions "C" is extended to [24 months] [60 months].
.2 Contractor hereby warrants the waterproofing membrane leak coverage in [accordance with GC24], but for two years.
.3 Waterproofing membrane manufacturer hereby warrants that the waterproofing membrane for leak coverage as a result of faulty materials for a period of ten years [five years for single ply without Henry DB Drain Board). Scope of warranty shall include materials required to return the membrane to a watertight condition.

PART 2: PRODUCTS

2.01 MATERIALS
A. Waterproofing membrane components and accessories must be obtained as a single-source from the membrane manufacturer to ensure total system compatibility and integrity.

1. Acceptable Manufacturer: Henry Company.
909 N Sepulveda Blvd, Suite 650
El Segundo, CA 90245
(800) 598 7663

2.02 WATERPROOFING MEMBRANE (Basis-of-Design)

A. Primary sheet applied self-adhered waterproofing membrane shall be Blueskin® WP200 manufactured by Henry, 1.5mm (60 mils) SBS modified bitumen, self-adhering sheet membrane with a cross-laminated polyethylene film, and having the following physical properties:
   1. Thickness: 1.5 mm (60 mils) min.,
   2. Flexibility: Pass @ -40 degrees C to ASTM D1970,
   3. Vapour permeance: 2.8 ng/Pa.s.m² (0.05 perms) to ASTM E96,
   4. Tensile strength (membrane): 2.24 MPa to ASTM D412,
   5. Tensile strength (film): 34.5 MPa to ASTM D882,
   6. Elongation: 300% to ASTM D412,
   7. Puncture resistance: 222 N min. to ASTM E154.

2.03 PRIMER

A. Primer for self-adhering membranes at temperatures above 25 degrees F shall be Aquatac™ Primer manufactured by Henry, a polymer emulsion based adhesive, quick setting, having the following physical properties:
   1. Colour: Aqua;
   2. Weight: 8.7 lbs/gal;
   3. Solids by weight: 53%;
   4. Water based, no solvent odours
   5. Drying time (initial set): 30 minutes at 50% RH and 70 degrees F;

2.04 LIQUID MEMBRANE & TERMINATION SEALANT

A. Termination Sealant shall be HE925 BES Sealant manufactured by Henry; a moisture cure, medium modulus polymer modified sealing compound having the following physical properties:
   1. Compatible with sheet air barrier, roofing and waterproofing membranes and substrate,
   2. Complies with Fed. Spec. TT-S-00230C, Type II, Class A
   3. Complies with ASTM C 920, Type S, Grade NS, Class 25
   4. Elongation: 450 – 550%
   5. Remains flexible with aging
   6. Seals construction joints up to 1 inch wide

2.05 PREFABRICATED DRAIN BOARDS: Two part prefabricated geocomposite drain board consisting of a formed polystyrene or PVC core covered on one side with a woven or non-woven polypropylene filter fabric:

A. Henry DB 200: For vertical and horizontal installations, shallower depths.
B. Henry DB 500: For vertical installations requiring high compressive strength and high flow capacity.
C. Henry DB 650: For horizontal applications requiring high compressive strength, high flow capacity & woven geotextile. Suitable for use under topping slab in split slab applications.

2. 06 PREFABRICATED DRAIN BOARD ACCESSORIES

A. Securement Bars: Continuous 1/4 inch x 3/4 inch HDPE bar for screw attachment.
B. Moulding Strip: Continuous 3 ½ inch wide 'Z' flashing strip to fit over exposed top edge of drain board.
C. Drain Board Plugs & Nails: HDPE pre-moulded washer to fit dimples c/w high strength, corrosion resistant concrete nails, UCAN AFH 37 or equal.

PART 3: EXECUTION

3.01 EXAMINATION

A. Verify that surfaces and conditions are ready to accept the Work of this section. Commencement of the work or any parts thereof shall mean acceptance of the prepared substrate.

3.02 PREPARATION

A. All surfaces must be sound, dry, clean and free of oil, grease, dirt, excess mortar, frost or other contaminants. Fill spalled areas in substrate to provide an even plane.
B. New concrete should be cured for a minimum of 7 days and must be dry before waterproofing membranes are applied. Lightweight structural concrete must be cured a minimum of 14 days.
C. Use appropriate waterproofing membrane primer as recommended by manufacturer based on air and surface temperature at time of application.

3.03 PRIMER

A. Apply primer for self-adhered membrane by roller or spray at rate recommended by manufacturer.

B. Allow minimum 30 minute open time. Primed surfaces not covered by waterproofing membrane during the same working day must be re-primed.

3.04 FOOTING/FOUNDATION WALLS, JUNCTURES, CRACKS IN SLAB AND PROTRUSIONS

A. Coat penetrations, such as brackets, clips, braces, etc. that are set into the concrete with a 90 mil coating of liquid membrane to the height of the wearing course and around projections to ensure a complete seal prior to coating the entire area.

B. To all cracks and cold joints less than 1/16 inch, apply a coat of liquid membrane at a minimum thickness of 30 mils extending 3 inches on either side of joint, embed a 6 inch wide strip of primary self-adhered waterproofing membrane over.

C. To all cracks greater than 1/8 inch, fill void with non-shrink cementitious patching material and allow to cure dry. Prime area and install self-adhered waterproofing membrane, extend 3 inches on either side of crack. Overlap end joint of sheet a minimum 3 inches.

D. At monolithic and non-monolithic wall/slab junctures, prime area, trowel-in fillet bead of liquid membrane to inside corners and install self-adhered waterproofing membrane sheet to the required height on the wall and at least 4 inches on the slab. Lap primary waterproofing membrane over a minimum of 2 inches.

E Horizontal to vertical inside corner transition areas are to be pre-treated with a liquid membrane fillet extending 3/4 inch vertically and horizontally from the corner. Apply a minimum 10 inch strip of self-adhered waterproofing membrane centred at the joint.

F. All outside corners are to be pre-treated with a minimum 10 inch strip of waterproofing membrane centred at the joint.

G. Where three or more planes come into contact reinforce with cut sections of waterproofing membrane reinforcing sheet as per manufacturer's instructions.

3.05 PROJECTIONS

A. Extend waterproofing membrane tight to projection and seal with liquid membrane extending 3 inches along projection and 3 inches onto waterproofing membrane.

3.06 WATERPROOFING MEMBRANE - VERTICAL APPLICATIONS

A. Apply waterproofing membrane to prepared substrate in lengths of 6 feet or less.

B. Provide 3 inch laps at both sides and ends. Position for alignment and remove protective film. Press firmly into place. Promptly roll all laps with a counter top roller to effect seal. If more than one length is required on a vertical surface, apply in a shingle fashion.

C. Terminate membrane using termination mastic or termination bar, reglet or counter flashing as indicated. Refer to manufacturers standard details.

D. All laps within 12 inches of a 90 degrees change in plane are to be sealed with termination sealant.

3.07 WATERPROOFING MEMBRANE - HORIZONTAL APPLICATIONS

A. Apply 2 plies of waterproofing membrane to prepared substrate in lengths of 6 feet or less.

B. Provide 3 inches laps at both sides and ends. Position for alignment and remove protective film. Press firmly into place. Promptly roll all laps with a counter top roller to effect seal. If more than one length is required on a vertical surface, apply in a shingle fashion.

C. Terminate membrane using termination mastic or termination bar, reglet or counter flashing as indicated. Refer to manufacturers standard details.

D. All laps within 12 inches of a 90 degrees change in plane are to be sealed with termination sealant.

3.08 Installation of Protection Board

A. Protection Boards shall be installed over the waterproofing membrane to prevent damage from materials used in backfilling.

B. Apply protection board adhesive in 1 inch wide strips spaced at 16 inches o/c to cure waterproofing membrane. Immediately embed protection board and press into adhesive to ensure full contact.

C. Do not backfill until adhesive has cure dried. Do not use excessive levels of adhesive.

3.09 Installation of Drainage Board (Vertical)

A. Align and hang drainage up to foundation wall. Position bottom edge of drainage board to be in moderate contact with weeping tile system.

B. Secure drainage board to foundation wall with nails and washers spaced 450 mm o/c horizontally. Install minimum of 2 rows staggered and spaced 6 inches apart and min 6 inches from top edge.

C. Align and install termination strip along top edge with nails spaced 12 inches o/c and seal with termination sealant.

D. Align and install moulding strip over completed top edge detail.
E. Overlap end laps, pull back loose fabric to expose drain core and position core of second panel over the overlap flange of first panel.
F. Bend drain board to create inside corners and cut board to create outside corners, provide 4 inches of extra fabric to wrap corner.
G. Stagger or offset joints of drain board sheets.
H. Place all subsequent sheets in an overlapping single fashion.
I. Backfill bottom edge in conjunction with weeping tile system.

3.10 Installation of Drainage Board (Horizontal)
A. The edge of the core flange shall be at the higher edges of the substrate, away from drains.
B. Overlap in the direction of water flow. Pull back loose fabric to expose drain core and position core of second panel over the overlap flange of first panel.
C. Bend drain board to create inside corners and cut board to create outside corners, provide 3 inch of extra fabric to wrap corner.
D. Stagger or offset joints of drain board sheets.
E. Place all subsequent sheets in an overlapping single fashion.

3.11 CLEAN-UP
A. Promptly as the work proceeds and on completion clean up and remove from site all rubbish and surplus materials resulting from the foregoing work.

3.12 PROTECTION
A. Protect waterproofing membrane and drain board work from other trades during construction.
B. Backfill with specified materials, protect membrane from damage.

END OF SECTION

CHARTER TOWNSHIP OF YPSILANTI
WASHTENAW COUNTY, MICHIGAN
CIVIC CENTER POND REHABILITATION

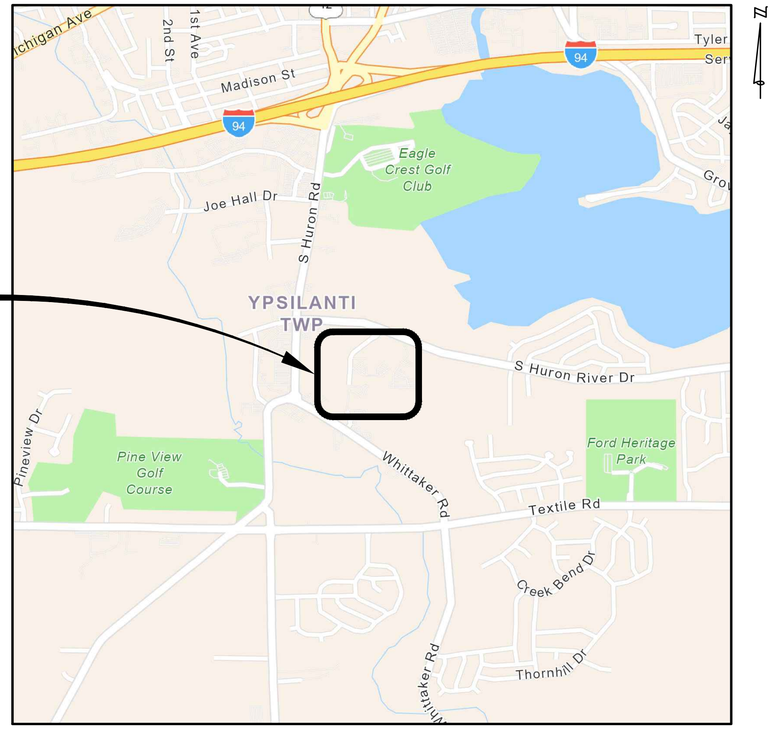
PLANS NOT FOR CONSTRUCTION

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
1	COVER
2	LEGEND
3	GENERAL NOTES
4	DETAILS
5	REMOVAL PLAN
6	CONSTRUCTION PLAN
7	GRADING PLAN
8	LANDSCAPING PLAN (TO BE ADDED SOON)
9	YPSILANTI TWP. SOIL EROSION CONTROL DETAILS
10 – 11	YPSILANTI TWP./Y.C.U.A. STANDARD STORM SEWER DETAILS

M.D.O.T. STANDARD PLANS	
TITLE	PLAN NO.
*GRANULAR BLANKET, UNDERDRAINS, OUTLET ENDINGS FOR UNDERDRAINS, AND SEWER BULKHEADS	*R–80–F
SOIL EROSION & SEDIMENTATION MEASURES	R–96–E
*SEEDING AND TREE PLANTING	*R–100–I

*MDOT SPECIAL DETAIL

PROJECT AREA



LOCATION MAP
N.T.S.

APPLICATION DATE	PERMITS	APPROVAL DATE
XX/XX/2023	YPSILANTI TWP SESC PERMIT	XX/XX/2023

YPSILANTI TOWNSHIP BOARD MEMBERS

BRENDA STUMBO
•SUPERVISOR•

HEATHER JARRELL ROE
•CLERK•

STAN ELDRIDGE
•TREASURER•

RYAN HUNTER
JOHN P. NEWMAN II
GLORIA PETERSON
DEBBIE SWANSON
•TRUSTEES•

CONTRACT FOR:
COMPLETE REHABILITATION OF THE EXISTING 85,000 SFT POND ADJACENT TO THE CIVIC CENTER.

OHM
Advancing Communities

34000 PLYMOUTH ROAD
LIVONIA, MI 48150

T: 734.522.6711

PREPARED UNDER THE SUPERVISION OF:

6201053585
Registration No.

MATTHEW D. PARKS, P.E.

11/29/2023
Date

REVISIONS

PROJECT NO.	SHEET NO.
0098–23–0060	1 OF 10

GENERAL PROVISIONS

THE IMPROVEMENTS COVERED BY THESE PLANS SHALL BE DONE IN ACCORDANCE WITH THE PROPOSAL AND ACCOMPANYING SPECIFICATIONS FOR THIS PROJECT INCLUDING THE 2020 MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2011 MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAMS GUIDELINES FOR GEOMETRICS DATED 7–24–2017.

THE LOCATION OF ALL PUBLIC UTILITIES SHOWN ON THESE PLANS IS TAKEN FROM THE BEST AVAILABLE DATA. THE CITY AND/OR TOWNSHIP OF YPSILANTI WILL NOT BE RESPONSIBLE FOR ANY OMISSION OR VARIATION FROM THE LOCATIONS SHOWN. PURSUANT TO ACTS 173 & 174 OF THE P.A. OF 2013, AS A CONDITION OF THIS CONTRACT, NOTICE SHALL BE GIVEN TO MISS DIG PRIOR TO UNDERGROUND WORK TO BE PERFORMED IN ACCORDANCE WITH THIS CONTRACT, PHONE (800) 482–7171 (OR 811). UTILITY SERVICE CONNECTIONS ARE NOT SHOWN ON THE PLANS AND ARE NOT THE RESPONSIBILITY OF THE CITY OR TOWNSHIP OF YPSILANTI.

THE ELEVATIONS SHOWN ON THESE PLANS ARE BASED ON NAVD 1988 VERTICAL DATUM.

WATER & SEWER UTILITY SYMBOLS

EXISTING

- ST — STORM MANHOLE
- SQUARE CATCH BASIN
- ROUND CATCH BASIN
- CULVERT
- CULVERT W/O END SECTION
- CULVERT W/END SECTION
- S — SANITARY MANHOLE
- CO — CLEAN OUT
- GW — GATE VALVE & WELL
- GATE VALVE & BOX
- W — WATER STOP BOX
- FIRE HYDRANT
- MP — METER PIT
- WATER METER
- SH — SPRINKLER HEAD
- IRRIGATION VALVE

PROPOSED

- STORM MANHOLE
- INLET/CATCH BASIN
- CULVERT END SECTION
- SANITARY MANHOLE
- GV&W — GATE VALVE & WELL
- GV&B — GATE VALVE & BOX
- TSV&W — TAPPING SLEEVE VALVE & WELL
- TSV&B — TAPPING SLEEVE VALVE & BOX
- FIRE HYDRANT

REAL ESTATE SYMBOLS

- CONTIGUOUS PROPERTY SYMBOL
- XXXX — PARCEL NUMBER BOX
- NO ROW IMPACTS

MISCELLANEOUS UTILITY SYMBOLS

EXISTING

- GUY WIRE
- GP — GUY POLE
- U — UTILITY POLE
- UL — UTILITY POLE W/LIGHT
- LIGHT/DECOR LAMP POLE
- FL — FLOOD LIGHT
- GAS VALVE
- G — GAS VENT
- G — GAS METER
- G — GAS RISER
- TRAFFIC SIGNAL
- P — PEDESTRIAN RISER
- E — TRANSFORMER PAD
- U — PRIVATE UTILITY MANHOLE
- R R — RAILROAD CROSSING
- E — ELECTRIC METER
- PB — PHONE BOOTH
- TS — TRAFFIC SIGNAL CONTROLLER
- HAND HOLE
- E — ELECTRIC RISER
- T — TELEPHONE RISER
- C — CABLE TV RISER
- W — MONITORING WELL
- UNDERGROUND MARKER

MISCELLANEOUS SYMBOLS

EXISTING

- RIPRAP
- SIGN
- FLOW DIRECTION
- STUMP
- WETLAND
- CONIFEROUS TREE — CL 1 1" TO 5" / CL 2 6" TO 17" / CL 3 18" TO 35" / CL 4 36" AND UP
- DECIDUOUS TREE
- CONIFEROUS SHRUB
- DECIDUOUS SHRUB
- SB# — SOIL BORING
- SECTION CORNER
- MON — MONUMENT
- IRON ROD/PIPE
- PK — PK NAIL
- BM# — BENCHMARK
- TP# — TRAVERSE POINT
- MAIL/NEWSPAPER BOX
- FP — FLAG POLE
- POST
- HAZARDOUS OR FLAMMABLE MATERIAL — USED WITH UNDERGROUND GAS & ELECTRICAL LINES
- CAUTION – CRITICAL UNDERGROUND UTILITY — USED WITH TELEPHONE & FIBER OPTIC LINES

PROPOSED

- RIPRAP
- SIGN
- FLOW DIRECTION
- XX XXX — STRUCTURE NUMBER WM SAN STM
- ADA SIDEWALK RAMP

UTILITY PATTERN

EXISTING

- ELEC — ELECTRICAL *
- 6" (COMPANY) GAS — GAS\OIL
- (COMPANY) CABLE/TEL — CABLE/TELEPHONE *
- FIBER OPTIC — FIBER OPTIC *
- 12" WM — WATER
- 12" SAN — SANITARY
- 12" STM — STORM

PROPOSED

- 12" — STORM/SANITARY/WATER
- 12" — PRIMARY UTILITY WILL HAVE A CONTINUOUS LINESTYLE, WITH THE SECONDARY UTILITY MATCHING ITS RESPECTIVE EXISTING UTILITY LINESTYLE

*O.H. = OVERHEAD , U.G. = UNDERGROUND

ROW PATTERN

EXISTING

- ROW — ROW
- SECTION
- PROPERTY/PARCEL

PROPOSED

- ROW — ROW

TOPO PATTERN

EXISTING

- HEDGE/TREE
- FENCE
- GUARDRAIL
- CENTERLINE OF DITCH
- RAILROAD
- WETLAND/EDGE OF WATER

PROPOSED

- GRADING LIMIT (SLOPE STAKE)
- CENTERLINE OF DITCH
- GUARDRAIL
- FENCE

REMOVAL LEGEND

- SIDEWALK REMOVAL
- HMA SURFACE REMOVAL
- PAVEMENT REMOVAL
- COLD MILLING HMA SURFACE
- HMA BASE CRUSHING AND SHAPING
- EXCAVATION, EARTH & POND LINER REMOVAL
- CURB AND GUTTER, REM
- TREE, REM
- S-XXXXXX — SALVAGE
- B-XXXXXX — BULKHEAD
- A-XXXXXX — ABANDON
- R-XXXXXX — REMOVE
- ADJ-XXXXXX — ADJUST
- REL-XXXXXX — RELOCATE
- REC-XXXXXX — RECONSTRUCT
- R B/O-XXXXXX — REMOVE BY OTHERS
- ADJ B/O-XXXXXX — ADJUST BY OTHERS
- REL B/O-XXXXXX — RELOCATE BY OTHERS

IF NECESSARY FOR CLARITY

- (S) — SALVAGE
- (B) — BULKHEAD
- (A) — ABANDON
- (C) — CLEARING
- (R) — REMOVE
- (REL) — RELOCATE
- (REC) — RECONSTRUCT
- (REL B/O) — RELOCATE BY OTHERS
- (ADJ B/O) — ADJUST BY OTHERS

SPECIAL LEGEND

OHM
ARCHITECTS ENGINEERS PLANNERS
OHM-ADVISORS.COM

PRELIMINARY - NOT FOR CONSTRUCTION

ISSUED FOR:	Value	###
REVISION	DESCRIPTION	DATE
1	---	

PROJECT NUMBER	PM	DISCIPLINE LEAD	CLIENT PROJ NO
0098-23-0060	RJ	AD	---

CHARTER TOWNSHIP OF YPSILANTI
CIVIC CENTER POND REHAB
7200 S HURON RIVER DRIVE

LEGEND

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GENERAL NOTES

THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE 2020 MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION EXCEPT AS NOTED HEREIN AND IN THE CONTRACT DOCUMENTS.

IN CONFORMANCE WITH PUBLIC ACT 53, THE CONTRACTOR AND/OR SUBCONTRACTORS SHALL NOTIFY MISS DIG (800-482-7171 or 811), THE YPSILANTI COMMUNITY UTILITY AUTHORITY (734-484-4600), AND THE FIRE DEPARTMENT (734-544-4107) A MINIMUM OF 3 WORKING DAYS PRIOR TO THE BEGINNING OF CONSTRUCTION.

YPSILANTI TOWNSHIP PERMITS CONSTRUCTION BETWEEN THE HOURS OF 7:00 AM AND 7:00 PM, MONDAY THROUGH SATURDAY, UNLESS OTHERWISE AUTHORIZED BY THE TOWNSHIP. SHOULD AN EMERGENCY ARISE WHICH WOULD REQUIRE WORKING BEYOND THE HOURS MENTIONED, THE CONTRACTOR SHALL CONTACT THE RECREATION SERVICES MANAGER, JOHN HINES (PH: 734-544-3817) FOR APPROVAL FOR WORK BEYOND THE PERMITTED HOURS.

LIMITATIONS ON PRIVATE WORK: DURING CONSTRUCTION OPERATIONS, THE CONTRACTOR SHALL NOT PERFORM WORK BY PRIVATE AGREEMENT WITH PROPERTY OWNERS ADJACENT TO THE PROJECT, UNLESS GIVEN WRITTEN CONSENT OF THE ENGINEER.

THE CONTRACTOR SHALL CONDUCT OPERATIONS IN SUCH A MANNER TO COMPLY WITH ALL FEDERAL, STATE, AND CITY CODES FOR NOISE LEVELS, VIBRATIONS, OR ANY OTHER RESTRICTIONS WHILE REMOVING PAVEMENT OR FOR ANY OTHER CONSTRUCTION OPERATIONS WITHIN THIS CONTRACT TO BE INCLUDED IN THE RESPECTIVE ITEM OF WORK.

WHEN THE CONTRACTOR FAILS TO PERFORM THE DUTIES AS CALLED FOR ON THESE PLANS AND IN THE CONTRACT, THE ENGINEER MAY REQUIRE TOWNSHIP FORCES TO PERFORM WORK, WITH OR WITHOUT NOTIFICATION TO THE CONTRACTOR OR THE SURETY. THE CONTRACTOR WILL BE CHARGED EQUIPMENT RENTAL RATES AS ESTABLISHED BY THE TOWNSHIP. TIME CHARGED TO THE CONTRACTOR SHALL BE FROM THE TIME THAT THE WORKFORCE AND EQUIPMENT LEAVE THE TOWNSHIP YARD TO THE TIME THAT THEY RETURN TO THE TOWNSHIP YARD.

ALL AREAS DISTURBED OUTSIDE OF THE GRADING LIMITS BY THE CONTRACTOR AND/OR HIS SUBCONTRACTOR SHALL BE RESTORED AS SPECIFIED OR DIRECTED BY THE ENGINEER. NO ADDITIONAL PAYMENT OR COMPENSATION WILL BE ALLOWED FOR THIS ACTIVITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE PROPERTY BEYOND THE AREAS OF WORK, INCLUDING EXISTING FENCING, LAWN, TREES, SPRINKLER SYSTEMS, AND SHRUBBERY.

THE CONTRACTOR SHALL RELOCATE DISTURBED ORNAMENTAL OBJECTS AS DIRECTED BY THE ENGINEER. NO ADDITIONAL PAYMENT OR COMPENSATION WILL BE ALLOWED FOR THIS ACTIVITY.

DISTURBED AREAS SHALL BE RESTORED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS AND AS DIRECTED BY THE ENGINEER.

ANY PERMANENT SIGNS, NOT PROPOSED TO BE REMOVED AND REPLACED, REQUIRING RELOCATION DUE TO THE CONTRACTOR'S OPERATIONS SHALL BE SALVAGED AND RESET BY THE CONTRACTOR AT LOCATIONS DESIGNATED BY THE ENGINEER. SIGNS AND POST DAMAGED DURING THE REMOVAL AND STORAGE OPERATION SHALL BE REPLACED WITH NEW SIGNS AND POST BY THE CONTRACTOR AT THEIR SOLE EXPENSE.

THE CONTRACTOR SHALL NOT PARK ANY VEHICLES OR STORE ANY EQUIPMENT AND MATERIALS ON PRIVATE PROPERTY UNLESS AGREED TO UPON BETWEEN THE PROPERTY OWNER, CONTRACTOR, AND TOWNSHIP. ALL WORK SHALL BE CONFINED TO THE CONSTRUCTION LIMITS SHOWN ON THE PLANS UNLESS AUTHORIZED IN ADVANCE BY THE ENGINEER.

CONSTRUCTION STAGING

ALL TRAFFIC CONTROL DEVICES SHOULD BE IN ACCORDANCE WITH THE 2011 MMUTCD, AS AMENDED AND AS PERMITTED BY THE WASHTENAW COUNTY ROAD COMMISSION.

THE CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN ALL TRAFFIC AND PEDESTRIAN CONTROL DEVICES WITHIN THE PROJECT LIMITS. ANY TRAFFIC CONTROL DEVICES DAMAGED DUE TO THE CONTRACTOR'S OPERATION SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT HIS SOLE EXPENSE. THE CONTRACTOR WILL BE CHARGED FOR ANY DAMAGED TRAFFIC CONTROL DEVICES DUE TO THE CONTRACTOR'S OPERATION, IF THEY ARE REPAIRED OR REPLACED BY THE CITY.

AS DIRECTED BY THE ENGINEER, THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ANY ADDITIONAL SIGNS, BARRICADES AND LIGHTS WITHIN THE PROJECT TO PROTECT THE TRAFFIC AND WORK AREA.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR COVERING AND UNCOVERING ALL CONSTRUCTION SIGNS AS NEEDED FOR THE PROPER MAINTENANCE OF TRAFFIC IN THE CONSTRUCTION AREA.

TRAFFIC CHANNELING DEVICES (PLASTIC BARRELS) FURNISHED BY THE CONTRACTOR FOR WORK PROTECTION SHALL BE COATED WITH REFLECTORIZED MATERIAL AND EQUIPPED WITH STEADY BURNING LIGHTS (TYPE "C") AT SPACING BASED ON POSTED SPEED LIMIT AND PER THE 2011 MMUTCD AS AMENDED.

SIGNAGE SHALL BE ON SITE NO SOONER THAN 1 WEEK PRIOR TO START OF SAW CUTTING OPERATION AND REMOVED WITHIN 48 HOURS OF HMA SURFACE CONSTRUCTION.

DUST CONTROL

THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL ON THIS PROJECT. KEEPING DUST TO A MINIMUM IS HIGH PRIORITY AND WILL BE EXPECTED TO BE MAINTAINED ON A REGULAR BASIS. DUST CONTROL WILL BE CONSIDERED AS INCLUDED AS PART OF THE CONTRACT UNIT PRICE FOR THE SOIL EROSION CONTROL MEASURES.

FLAGGING OPERATIONS

THE CONTRACTOR AND ANY SUBCONTRACTORS WHO WILL BE USING A FLAGGING OPERATION FOR THIS PROJECT SHALL BE REQUIRED TO PROVIDE SATISFACTORY DOCUMENTATION PROVING THAT THEY HAVE MET THE MINIMUM REQUIREMENTS SET FORTH IN SECTION 812 OF THE 2020 MDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION. FAILURE TO PROVIDE DOCUMENTATION WILL RESULT IN THE ROAD AUTHORITY WITHHOLDING PAYMENT FOR FLAGGING OPERATIONS. FLAGGING OPERATIONS WILL BE CONSIDERED INCIDENTAL TO TRAFFIC MAINTENANCE AND CONTROL.

LAWN SPRINKLER SYSTEMS AND LANDSCAPING

OWNERS OF EXISTING LAWN SPRINKLER SYSTEMS AND/OR LANDSCAPING SHALL BE NOTIFIED (IN WRITING WITH A COPY SENT TO THE ENGINEER) BY THE CONTRACTOR TWO WEEKS IN ADVANCE OF ANY WORK TO BE DONE THAT WILL AFFECT THOSE SYSTEMS AND/OR LANDSCAPING. IF THE PROPERTY OWNER FAILS TO MARK AND/OR RELOCATE THE LAWN SPRINKLER SYSTEM PRIOR TO THE CONTRACTOR BEGINNING WORK, AND IF THE CONTRACTOR CUTS THE SYSTEM DURING CONSTRUCTION, THE CONTRACTOR SHALL CAP THE SYSTEM PIPE AND WITNESS THE LOCATION OF THE CAP WITH A WOODEN STAKE FOR THE RESIDENTS' USE. THE CONTRACTOR SHALL PLACE THE SALVAGED SPRINKLER HEADS ON THE PROPERTY OWNERS PROPERTY. IF THE PROPERTY OWNER FAILS TO RELOCATE THE LANDSCAPING PRIOR TO THE CONTRACTOR BEGINNING WORK, THE CONTRACTOR SHALL CAREFULLY SALVAGE THE LANDSCAPING ITEMS AND STOCKPILE THEM ON THE PROPERTY OWNERS PROPERTY FOR THE PROPERTY OWNER. ANY OTHER MODIFICATION TO THE LAWN SPRINKLER SYSTEMS AND/OR LANDSCAPING, IS THE RESPONSIBILITY OF THE OWNER AND IS NOT PART OF THIS CONTRACT. THIS WORK AND ALL REQUIRED COMMUNICATION AND COORDINATION WITH THE RESIDENT IS CONSIDERED INCIDENTAL.

PAVING AND CONCRETE WORK

THE CONSTRUCTION OF ALL LONGITUDINAL JOINTS IN THE HMA LEVELING AND WEARING COURSES SHALL BE CONSTRUCTED WITH THE USE OF A JOINT MATCHING SHOE.

CONSTRUCTION JOINTS AT EXISTING SURFACES SHALL BE BUTT JOINTS. FEATHERED JOINTS WILL NOT BE ALLOWED.

THE CONCRETE MIX SHALL BE GRADE P1 IN ACCORDANCE WITH SECTION 601 OF THE 2020 MDOT STANDARD SPECS FOR CONSTRUCTION.

HAND FINISHING OF CONCRETE POURS TO BE STRUCK OFF AND CONSOLIDATED BY HAND METHODS WILL BE PERMITTED ON VARIABLE WIDTH LANES AND LANES FORMED BY FLEXIBLE FORMS FOR SHORT RADIUS CURVES AS DIRECTED BY THE ENGINEER.

ALL DRIVEWAY OPENINGS SHALL CONFORM TO MDOT STANDARD PLAN R-29-I, DETAIL L OR DETAIL M, EXCEPT THE LAYOUT SHALL BE AS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER.

AT LOCATIONS WHERE BARRIER CURBS TERMINATE, THE HEIGHT OF THE BACK OF CURB SHALL TRANSITION FROM FULL HEIGHT TO A HEIGHT OF ONE (1) INCH OVER 10 (10) FEET OR AS DIRECTED BY THE ENGINEER.

ANY RANDOM, IRREGULARLY CRACKED NEW CONCRETE CURB & GUTTER THAT OCCURS BEFORE THE PAVEMENT IS OPENED TO TRAFFIC SHALL BE REMOVED AND REPLACED AT THE SOLE EXPENSE OF THE CONTRACTOR PRIOR TO OPENING THE PAVEMENT TO TRAFFIC.

INGRESS/EGRESS ACCESS TO ALL PROPERTIES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.

REMOVALS

SAW CUTTING FOR PAVEMENT REMOVAL AS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER SHALL BE TO THE DEPTH REQUIRED FOR PROPER REMOVAL OF PAVEMENTS OR CURB.

SAWING DEPTH SHALL BE ADEQUATE TO PREVENT SPALLING, CHIPPING, OR DAMAGE TO EXISTING PAVEMENT EDGES LEFT IN PLACE AS DIRECTED BY THE ENGINEER.

REMOVALS SHALL BE DONE AS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER IN FIELD.

SIDEWALK REMOVAL LIMITS SHALL BE TO THE NEAREST PANEL. PARTIAL PANEL REMOVALS ARE NOT ACCEPTABLE, UNLESS APPROVED BY THE ENGINEER.

CURB SECTION REMOVALS SHALL BE TO THE NEAREST JOINT. PARTIAL CURB SECTION REMOVALS ARE NOT ACCEPTABLE.

THE CONTRACTOR SHALL REMOVE THE EXISTING PAVEMENT SURFACE, AS DIRECTED BY THE ENGINEER, TO A SUFFICIENT DEPTH IN ORDER TO CONSTRUCT THE PROPOSED PAVEMENT CROSS-SECTION.

PAVEMENT REMOVAL AS SHOWN ON THE PLANS SHALL BE AT THE DISCRETION OF THE ENGINEER. IF IN HIS/HER JUDGEMENT, AREAS OF PAVEMENT MAY BE LEFT IN PLACE, OR ADDITIONAL AREAS ADDED, TO PROVIDE THE PROPER CROSS-SECTION AND BASE, ADJUSTMENTS CAN BE MADE IN THE QUANTITIES.

ALL SIGN SALVAGES SHALL BE PROTECTED AND RESET IMMEDIATELY.

MISS DIG RULES APPLY PRIOR TO SAW CUTTING AND REMOVAL IF SHALLOW LEADS ARE EXPECTED OR ENCOUNTERED, HAND DIGGING OR POT HOLING OUTSIDE OF THE PAVEMENT, BEHIND THE SECTION OF CURB REMOVAL SHALL BE CONDUCTED AT NO ADDITIONAL EXPENSE TO THE OWNER.

SAW CUTS ARE NOT PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE REMOVAL ITEMS, WHEN LISTED. SAWING FOR PAVEMENT REMOVAL SHALL BE INCLUDED IN THE ITEM OF PAVT, REM AND SIDEWALK, REM.

THE CONTRACTOR SHALL DISPOSE OF ALL UNSUITABLE MATERIAL AT A SITE OUTSIDE OF THE PROJECT LIMITS, OR AS APPROVED BY THE ENGINEER. NO SEPARATE PAYMENT WILL BE MADE FOR LOADING, HAULING, OR DISPOSING OF THE EXCAVATED UNSUITABLE MATERIALS, BUT SHALL BE INCLUDED IN THE COST OF Station Grading, Case _.

ALL NATURAL SOIL LEFT IN PLACE, IN CUT SECTIONS, SHALL BE COMPACTED TO NOT LESS THAN 95 PERCENT OF MAXIMUM UNIT WEIGHT TO A MINIMUM DEPTH OF 12 INCHES.

THROUGHOUT THE PROJECT, NO UNDERCUTS OR TRENCHES SHALL BE LEFT OPEN AND UNBACKFILLED DURING EACH NIGHT OR NON-WORKING HOURS.

ALL SLOPES SHALL BE FINISHED AS CLASS A SLOPES. BACKFILL BEHIND ALL PROPOSED CURB WITH SOUND EARTH FILL AS SPECIFIED ON THE PLANS OR AS DIRECTED BY THE ENGINEER IS INCLUDED IN THE PLAN QUANTITY FOR Station Grading, Case _.

GRADING LIMITS FOR THIS PROJECT ARE SHOWN ON THE PLANS. RESTORATION MEASURES HAVE BEEN INCLUDED IN THE PLANS FOR THE APPROVED GRADING LIMITS. THE CONTRACTOR SHALL SUBMIT AN EARTH CHANGE PLAN FOR ANY WORK BEYOND THE APPROVED LIMITS TO THE ENGINEER TO REVIEW FOR APPROVAL PRIOR TO THE DISTURBANCE. ALL COSTS FOR OBTAINING AND EXECUTING AN APPROVED EARTH CHANGE PLAN, INCLUDING RESTORATION, SHALL BE AT THE CONTRACTOR'S SOLE EXPENSE.

UTILITY NOTES

FOR PROTECTION OF UNDERGROUND UTILITIES AND CONFORMANCE WITH ACT 174 OF THE P.A. OF 2013, THE CONTRACTOR SHALL DIAL 1-800-482-7171 OR 811 A MINIMUM OF THREE (3) FULL WORKING DAYS, EXCLUDING SATURDAYS, SUNDAYS AND HOLIDAYS, PRIOR TO BEGINNING EACH EXCAVATION IN AREAS WHERE PUBLIC UTILITIES HAVE NOT BEEN PREVIOUSLY LOCATED. MEMBERS OF THE 'MISS DIG' ALERT SYSTEM WILL BE ROUTINELY NOTIFIED. THIS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF NOTIFYING UTILITY OWNERS WHO MAY NOT BE PART OF THE 'MISS DIG' ALERT SYSTEM.

THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING PUBLIC OR PRIVATE UTILITIES DURING THE CONSTRUCTION OF THIS PROJECT. ADEQUATE CARE SHALL BE TAKEN AT ALL TIMES.

THE LOCATIONS SHOWN FOR ALL PUBLIC UTILITIES, INCLUDING WATER SERVICE AND SANITARY SEWER LEADS ARE BASED ON BEST AVAILABLE INFORMATION. NO GUARANTEE IS MADE REGARDING THE ACCURACY OF THIS INFORMATION. THE CONTRACTOR SHALL PERFORM HIS OWN INVESTIGATION(S) IF HE DESIRES TO IN PERFORMING THE WORK OF THIS PROJECT. PAYMENT FOR 'EXPLORATORY EXCAVATION, TRENCH' WILL NOT BE PAID FOR UNLESS APPROVED IN ADVANCE BY THE ENGINEER.

EXCAVATION AND EARTHWORK

1. Submittals: material test reports for each borrow soil (one per source) and each type of job excavated fill. Report shall include classification according to ASTM D 2487 (USCS), sieve analysis (ASTM C 136), laboratory compaction curve according to ASTM D 1557 (Modified Proctor), and materials certification.
2. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.
3. Granular fill: sharp sand, gravel, or crushed stone that is free from lumps of clay and soft or flaky material and shall conform to the gradation of MDOT Specification Table 902-3 for MDOT Class I unless otherwise stated on the plans or permitted by the Owner's Representative. May be imported or job excavated if it meets the requirements.
4. Stone fill: crushed limestone meeting the requirements of MDOT Specification TABLE 902-1 and 902-2 for Class 6A, 6AA, or 6AAA. Crushed concrete shall not be used.
5. Job Excavated Fill: acceptable only if classified as GW, GP, GM, SW, SP, and SM according to ASTM D 2487 or a combination of these groups and is free from frozen earth, boulders, rocks, stones larger than 2 inch in size, debris, vegetation, blue and gray clay, and organic material.
6. Bedding for utility structures and piping: shall be granular fill or stone fill, owner or contract plan detail shall govern.
7. Backfill for utility structures and piping: shall be granular fill beneath pavement, walks, paths, roads, and within a 1H:1V envelope of the edge of pavement or back of curb. May be compacted job excavated fill in other areas.
8. Embankment (fill): soils placed and compacted above original or natural ground line such that future site improvements will be constructed above or near the placed soils. Shall be compacted, acceptable job excavated fill or compacted granular fill. Shall be granular fill when placed beneath pavement, walks, paths, roads, and within a 1H:1V envelope of the edge of pavement or back of curb.
9. Excavation (cut): Removal of material encountered above design subgrade elevations and to lines and dimensions indicated.
10. Unsatisfactory or Unsuitable Soil Materials: ASTM D 2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH, and PT.
11. Provide approved borrow soil materials from off-site when sufficient approved soil materials are not available from excavations. Contractor shall calculate cut and fill quantities and shall import and export materials as needed to comply with the project plans, details, and specifications as incidental to earthwork unit prices and contract amount for excavation and fill, utilities installation, and demolition/removal.
12. Topsoil stripping: Strip and salvage the full depth of topsoil from areas requiring excavation or embankment.
13. Salvage excavated materials as needed for use as fill or backfill. Segregate salvaged materials and prevent contamination. Borrow soils needed to replace rejected materials shall be at no additional cost to the owner.
14. Contractor is responsible for maintaining a safe excavation at all times. Use shoring, trench boxes, sloping, benching, and dewatering as needed to ensure the safety of workers, inspectors, testers, and observers. Unattended excavations shall be barricaded and/or fenced to prevent accidents – contractor is responsible for public safety around any excavations they create.
15. Contractor, or their surveyor, shall calculate the subgrade elevation required for excavation and fill work by referencing the proposed final grade, comparing it to the existing grade, and back-calculating the subgrade elevation based on the project plans, details, specifications, and/or direction of the Owner's Representative regarding the finish surface or pavement cross section.
16. Surveyor shall provide staking for grading, fill thickness, cut and fill limits, and any other field control needed to complete the work in strict accordance with the contract documents.
17. Contaminated soils are not anticipated to be encountered. If contaminated soils are excavated, they shall be isolated from other materials, protected from spreading contaminants into storm sewers and waterways, and shall be disposed of according to local and state regulations.
18. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 0.10-feet.
19. Excavated materials shall be placed on the uphill sides of trenches, where possible, and shall be set back 10 feet from the trench.
20. Trench or excavate to allow for proper pipe line and grade, utility structure installation, bracing and shoring (if needed), and to allow for the proposed pavement or restoration cross-section per the plans. Excess excavation, not directed by the owner's representative and not needed to install utilities or site improvements shall be backfilled with compacted granular fill at the contractor's expense. Soft or wet trench subgrade shall be removed and backfilled with compacted granular fill.

Protect benchmarks, fences, structures, utilities, pavements, protection zones, plants/landscaping, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.

21. Dried or crusted cohesive soils shall be plowed, disked or otherwise broken up before compaction. If water is added to fills, the layer shall be spread in even lifts, moistened as necessary, thoroughly mixed, and compacted.
22. Prior to placing any soil material or pavements, the underlying course or subgrade shall be cleaned of all foreign/organic substances, all frozen materials removed, and the surface shall meet compaction and surface tolerances. Placement of subsequent layers of soil material shall not be performed until the underlying material has been verified and accepted by the testing agency to have met the condition, gradation, water content, and compaction as required by the design.
23. Fill and backfill materials shall be placed uniformly on an acceptable soil surface and compacted in 8-inch lifts unless the contractor can demonstrate to the owner's representative that acceptable compaction can be achieved in thicker lifts.
24. Compaction equipment: sheepsfoot roller for cohesive materials; vibratory for granular materials (sand, stone, and gravel). Work from outside to the center with rollers, overlapping on successive trips at least one-half the width of the roller. Alternate trips of the roller shall be slightly different lengths.
25. Place embankment and backfill at optimal density to achieve minimum compaction. Wet or sloppy backfill shall not be permitted. Fill and backfill shall be placed with a water content of plus or minus 2% of the optimum (astm d 1557).
26. Maximum unit weight shall be determined by ASTM D 1557 (modified proctor), AASHTO Designation T-180, or by the Cone Density Method developed by MDOT, as directed by the Owner's Representative.
27. Compact subgrade and embankments to 95% unless otherwise indicated on plans and details. Compaction shall be measured relative to the maximum dry density per astm d 1557 (modified proctor method).
28. Testing Agency shall perform in-place density checks (astm d1556 – sand cone or astm d6938 – nuclear gauge) at the following intervals: Under sidewalk: 1 per 100 SFt; Under roads and parking lots: 1 per 500 SFT, Utility Tranches 1 per 100 FT of pipe. Testing Agency has authority to stop or reject work for quality on behalf of the owner.
29. Grade areas to a smooth surface. Slope grades to direct water away from buildings and structures to prevent ponding. Finish subgrades to required elevations within the following tolerances: Unpaved Areas: Plus or minus 1 inch. Walks: Plus or minus 1 inch. Pavements: Plus or minus 1/2 inch.
30. Surplus excavated material shall be removed from the site and disposed of legally by the contractor.
31. Unsatisfactory soil and waste material shall be removed. including trash, and debris, and legally disposed of off the Owner's property.

UTILITIES

TOWNSHIP PARKS & RESIDENTIAL SERVICES
YPSILANTI TOWNSHIP
ATTN: JOHN HINES
PHONE: (734) 544-3817
EMAIL: jhines@ypsitownship.org

WATER AND SEWER
YPSILANTI COMMUNITY UTILITIES AUTHORITY
ATTN: SCOTT WESTOVER
2777 STATE ROAD,
YPSILANTI MICHIGAN 48198
PHONE: (734) 484-4600
EMAIL: swestover@ycua.org

ELECTRIC TRANSMISSION
DTE, ELECTRIC
8001 HAGGERTY RD.
BELLEVILLE, MI 48111
PHONE: (734) 397-4321

NATURAL GAS
DTE, GAS
ATTN: JAMES BRENNAN JR.
PHONE: 1-800-338-0178
EMAIL: DET_MappingTeam@dteenergy.com

TELEPHONE
AT&T
ATTN: JAMAURI COLEMAN
PHONE: (734) 233-8127
EMAIL: jc257a@att.net

CABLE
COMCAST
ATTN: JEFF DOBIES
25626 TELEGRAPH RD
SOUTHFIELD, MI 48034
PHONE: (734) 359-1669

MISCELLANEOUS QUANTITIES

THE ITEMS OF WORK LISTED ARE TO BE USED AS THEY APPLY THROUGHOUT THE PROJECT, AS DIRECTED BY THE ENGINEER. THESE ITEMS ARE NOT DETAILED OR INCLUDED IN THE PLAN SHEETS. THESE MAY VARY BASED ON FIELD CONDITIONS.

MISC QUANTITIES

TOTAL	UNIT	DESCRIPTION
1	Dlr	Permit Fees Allowance
1	LSUM	Audio Video Route Survey
1	LSUM	Mobilization, Max 5%
1	Dlr	Electrical Allowance

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REVISION	DESCRIPTION
###	DATE
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PROJECT NUMBER	PM	DISCIPLINE LEAD	CLIENT PROJ NO
0098-23-0060	RJ	AD	---

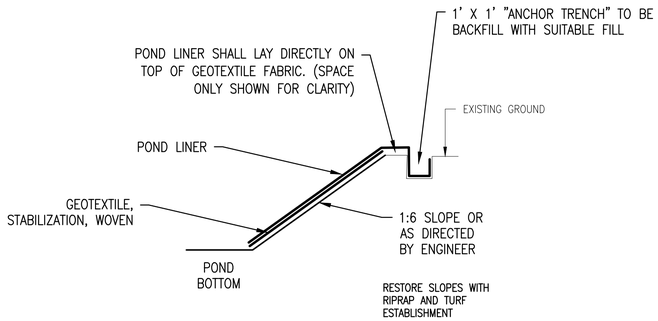
CHARTER TOWNSHIP OF YPSILANTI
CIVIC CENTER POND REHAB
7200 S HURON RIVER DRIVE

GENERAL NOTES

3

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PROPOSED POND LINER

NOT TO SCALE

LANDSCAPING QUANTITIES

TOTAL	UNIT	DESCRIPTION
2	Ea	Acer x freemanii 'Autumn Blaze'
3	Ea	Amelanchier x grandiflora 'Autumn Brilliance'
282	Ea	Asclepias incarnata
770	Ea	Asclepias tuberosa
3	Ea	Betula nigra
933	Ea	Carex pensylvanica
226	Ea	Ceanothus americanus
47	Ea	Echinacea purpurea
4	Ea	Fraxinus americana 'Autumn Purple'
194	Ea	Hypericum pyramidatum
207	Ea	Iris versicolor
4	Ea	Picea glauca 'Pendula'
5	Ea	Thuja Occidentalis
1	LSUM	Watering and Cultivating, 1st Season, Min $9,000
1	LSUM	Watering and Cultivating, 2nd Season, Min $12,000

ADDITIONAL LANDSCAPE DETAILS WILL BE ADDED PRIOR TO BIDDING

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REVISION	DESCRIPTION	DATE
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PROJECT NUMBER 0098-23-0060 | PM RJ | DISCIPLINE LEAD AD | CLIENT PROJ NO ---

CHARTER TOWNSHIP OF YPSILANTI

CIVIC CENTER POND REHAB

7200 S HURON RIVER DRIVE

DETAILS

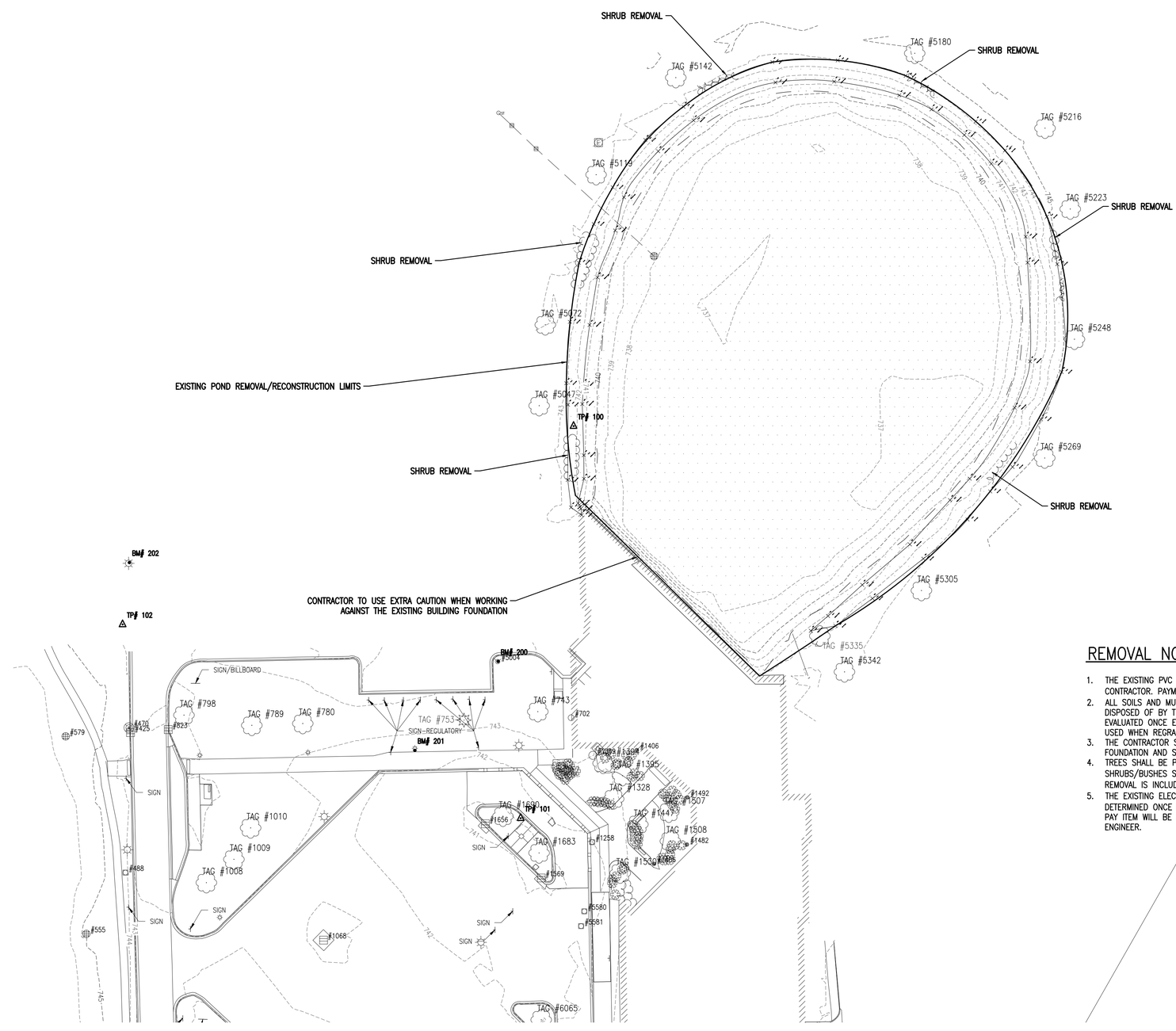
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CIVIC CENTER POND

JOB BENCHMARK # 200 ON FIRE HYDRANT ARROW	ELEV 745.19
JOB BENCHMARK # 201 CHISELED BOX SOUTH FACE ON CONC BASE OF LAMP POLE	ELEV 742.99
JOB BENCHMARK # 202 CHISELED X ON SE BOLT OF LAMP POLE	ELEV 743.89
TRAVERSE POINT # 100 N 260699.72 E 13327036.24	ELEV 742.40
TRAVERSE POINT # 101 N 260438.54 E 13327000.96	ELEV 742.29
TRAVERSE POINT # 102 N 260567.60 E 13326735.81	ELEV 743.94



REMOVAL NOTES

1. THE EXISTING PVC POND LINER SHALL BE COMPLETELY REMOVED AND DISPOSED OF BY THE CONTRACTOR. PAYMENT FOR THIS WORK IS INCLUDED IN THE 'EARTHWORK' PAY ITEM.
2. ALL SOILS AND MUCK CURRENTLY ABOVE/RESTING ON THE LINER SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR. SOILS BENEATH THE EXISTING POND LINER WILL BE EVALUATED ONCE EXPOSED. IF DETERMINED ACCEPTABLE BY THE ENGINEER, THEY MAY BE USED WHEN REGRADING THE POND.
3. THE CONTRACTOR SHALL USE CAUTION WHEN WORKING AROUND THE EXISTING BUILDING FOUNDATION AND SHALL NOT DAMAGE THE EXISTING BUILDING FOUNDATION.
4. TREES SHALL BE PROTECTED AND NOT REMOVED, UNLESS DIRECTED BY THE ENGINEER. SHRUBS/BUSHES SHALL BE REMOVED AS NOTED ON THE PLANS. PAYMENT FOR SHRUB/BUSH REMOVAL IS INCLUDED UNDER THE ITEM 'EARTHWORK' PAY ITEM.
5. THE EXISTING ELECTRICAL INFRASTRUCTURE (FOR FOUNTAIN OPERATIONS) CONDITION SHALL BE DETERMINED ONCE IT IS EXPOSED DURING POND CONSTRUCTION. THE 'ELECTRICAL ALLOWANCE' PAY ITEM WILL BE UTILIZED IF ELECTRICAL WORK IS DETERMINED TO BE NECESSARY BY THE ENGINEER.

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

GRAPHIC SCALE: FULL 80 feet, HALF 40 feet
0 20 40 80 120

N

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CHARTER TOWNSHIP OF YPSILANTI
CIVIC CENTER POND REHAB
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REMOVAL PLAN

5

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CIVIC CENTER POND

JOB BENCHMARK # 200
ON FIRE HYDRANT ARROW
ELEV 745.19

JOB BENCHMARK # 201
CHISELED BOX SOUTH FACE
ON CONC BASE OF LAMP POLE
ELEV 742.99

JOB BENCHMARK # 202
CHISELED X ON SE BOLT OF
LAMP POLE
ELEV 743.89

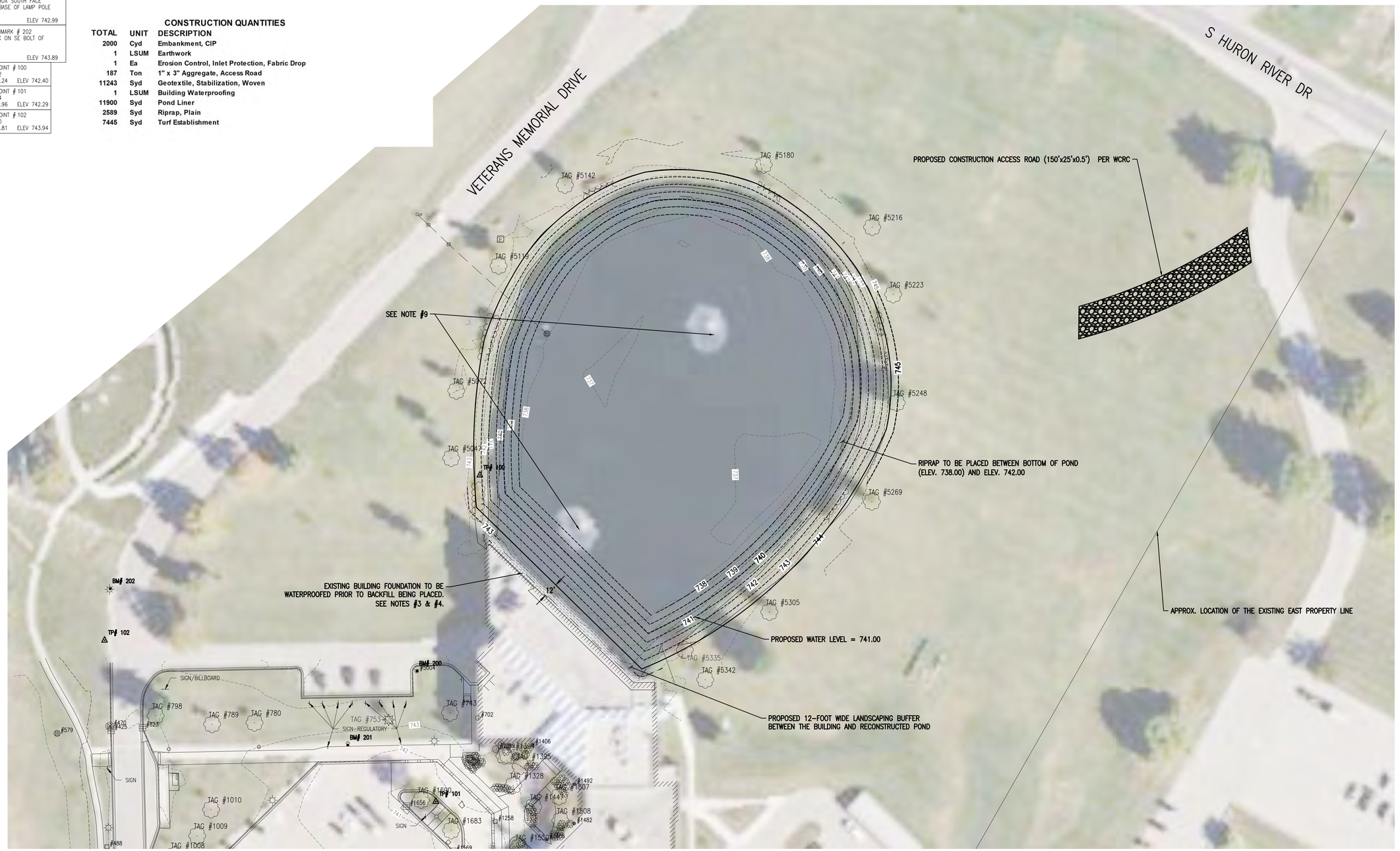
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E 13327036.24 ELEV 742.40

TRAVERSE POINT # 101
N 260438.54
E 13327000.96 ELEV 742.29

TRAVERSE POINT # 102
N 260567.60
E 13326735.81 ELEV 743.94

CONSTRUCTION QUANTITIES

TOTAL	UNIT	DESCRIPTION
2000	Cyd	Embankment, CIP
1	LSUM	Earthwork
1	Ea	Erosion Control, Inlet Protection, Fabric Drop
187	Ton	1" x 3" Aggregate, Access Road
11243	Syd	Geotextile, Stabilization, Woven
1	LSUM	Building Waterproofing
11900	Syd	Pond Liner
2589	Syd	Riprap, Plain
7445	Syd	Turf Establishment



CONSTRUCTION NOTES

1. TREES SHALL BE PROTECTED AND NOT REMOVED, UNLESS DIRECTED BY THE ENGINEER.
2. THE CONTRACTOR SHALL COMPLY WITH ALL TOWNSHIP SESC STANDARDS.
3. THE CONTRACTOR SHALL USE CAUTION WHEN WORKING AROUND THE EXISTING BUILDING FOUNDATION AND SHALL NOT DAMAGE THE EXISTING BUILDING FOUNDATION.
4. THE BUILDING WATERPROOFING DETAILS CAN BE FOUND IN APPENDIX E OF THE CONTRACT DOCUMENTS.
5. THE PROPOSED LINER SHALL BE PLACED SO THAT IT EXTENDS 1-FEET PAST THE TOP OF PROPOSED POND BANK BEFORE BEING BURIED TO ANCHOR IN PLACE. SEE SHEET 4 FOR ADDITIONAL DETAIL.
6. THE CONTRACTOR SHALL INSTALL THE PROPOSED POND LINER PER THE MANUFACTURER'S SPECIFICATIONS. THESE SPECIFICATIONS CAN BE FOUND IN APPENDIX D OF THE CONTRACT DOCUMENTS.
7. THE CONTRACTOR SHALL REFERENCE THE CONTRACT DOCUMENTS FOR WATERPROOFING SPECIFICATIONS.
8. TURF ESTABLISHMENT WILL BE PAID FOR UP TO 7,445 SYD, AS DIRECTED BY THE ENGINEER, IN ORDER TO MINIMIZE IMPACTS TO THE EXISTING TOWNSHIP PROPERTY.
9. PROPOSED ELECTRICAL INFRASTRUCTURE WORK WILL BE DETERMINED BY THE ENGINEER ONCE THE EXISTING COMPONENTS ARE EXPOSED DURING CONSTRUCTION.
10. REFER TO APPENDIX A IN THE CONTRACT DOCUMENTS FOR THE SITE GEOTECHNICAL REPORT.
11. ALL PROPOSED LANDSCAPING DETAILS AND LOCATIONS WILL BE PROVIDED IN THE FINAL CONSTRUCTION PLANS PRIOR TO BIDDING.

Know what's **below.**
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GRAPHIC SCALE: FULL 0 20 40 80 120 HALF 0 40 80 feet

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CHARTER TOWNSHIP OF YPSILANTI
CIVIC CENTER POND REHAB
7200 S HURON RIVER DRIVE
CONSTRUCTION PLAN

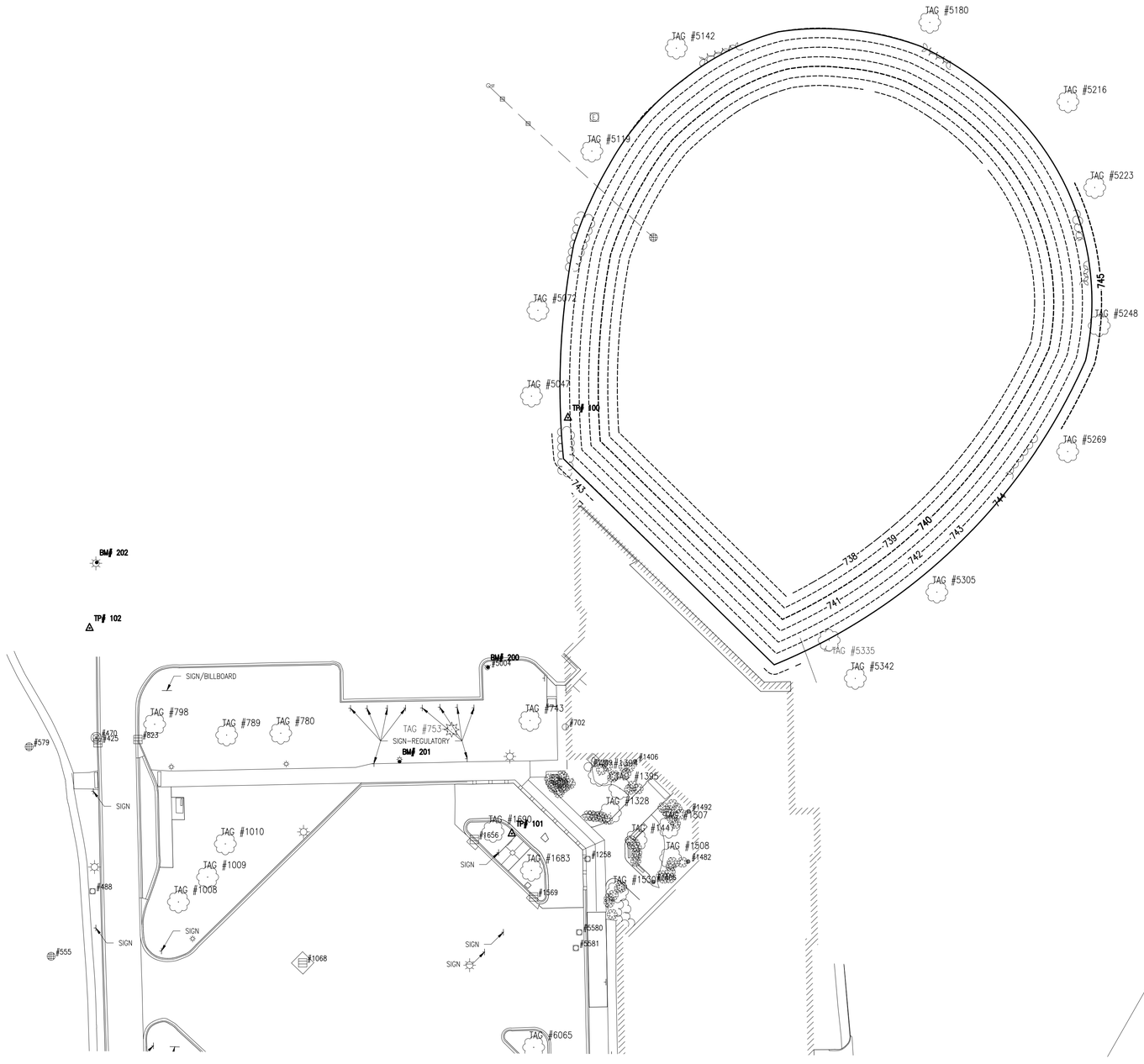
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JOB BENCHMARK # 200 ON FIRE HYDRANT ARROW ELEV 745.19
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TRAVERSE POINT # 102 N 260567.60 E 13326735.81 ELEV 743.94

CIVIC CENTER POND



GRADING NOTES

1. THE POND SHALL BE RECONSTRUCTED AT A PROPOSED 1:6 SLOPE.
2. BACKFILL, BETWEEN THE EXISTING BUILDING AND PROPOSED SW POND BORDER, SHALL BE A MIX OF NEW SUITABLE FILL AND SELECT MATERIAL CUT FROM THE EXISTING POND, AS DIRECTED BY THE ENGINEER.
   2.1. ALL NEW SUITABLE FILL BROUGHT TO THE SITE SHALL BE PAID FOR UNDER THE ITEM 'EMBANKMENT, CIP.'

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

GRAPHIC SCALE: HALF 80 feet, FULL 40 feet
0 20 40 80 120

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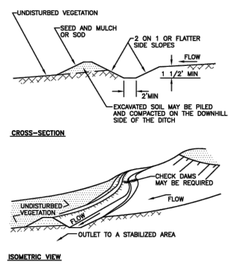
CHARTER TOWNSHIP OF YPSILANTI
CIVIC CENTER POND REHAB
7200 S HURON RIVER DRIVE
GRADING PLAN

7

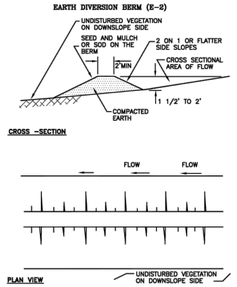
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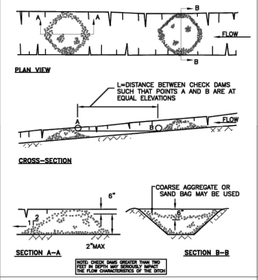
DIVERSION DITCH (E-1)



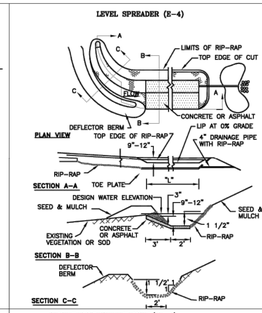
EARTH DIVERSION BERM (E-2)



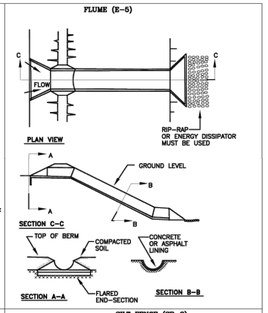
CHECK DAMS (E-3)



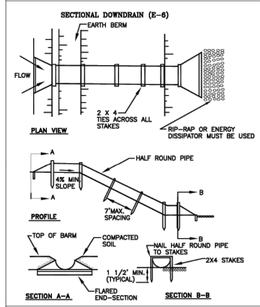
LEVEL SPREADER (E-4)



FLUME (E-5)



SECTIONAL DOWNDRAIN (E-6)

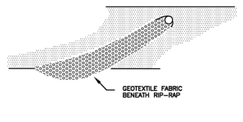


RIP-RAP (E-7)

DEFINITION — RIP-RAP IS A ROCK-TYPE MATERIAL PLACED ON THE LAND SURFACE TO RESIST THE ACTIONS OF FLOWING WATER

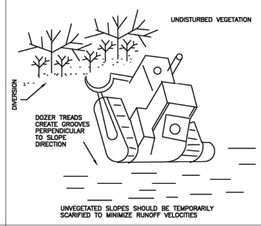
PURPOSE — THE PURPOSE OF RIP-RAP IS (1) TO DISSIPATE ENERGY RESULTING FROM FLOWING WATER, THUS REDUCING THE FLOW VELOCITY TO A LEVEL THAT IS NON-EROSIVE, AND (2) TO PROTECT THE LAND SURFACE FROM EROSION RESULTING FROM THE ENERGY FORCES GENERATED BY FLOWING WATER.

WHERE APPLICABLE — RIP-RAP IS USED (1) AT THE OUTLET OF A STORM DRAIN, (2) AS A CHANNEL LINING WHEN FLOW VELOCITIES AND CONCENTRATION ARE HIGH AND/OR THE CHANNEL SLOPE IS STEEP, (3) ON THE BANKS OF CHANNELS AT CHANGES IN FLOW DIRECTION, AND (4) TO STABILIZE ERODIBLE SLOPES.



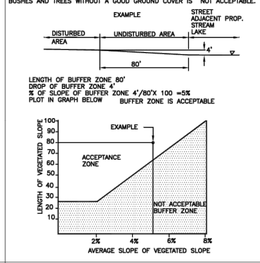
SURFACE ROUGHENING (E-8) AND SCARIFICATION

THIS IS AN EASY AND ECONOMICAL WAY TO REDUSE SOIL EROSION. IT IS SIMPLY THE PLACING OF HORIZONTAL GROOVES IN A SLOPE PERPENDICULAR TO THE FLOW OF RUNOFF. THIS CAN BE DONE BY EITHER DISC HARROWING, BACK BLADING OR JUST RUNNING THE TREADS OF A CRAWLER TRACTOR PERPENDICULAR TO THE SLOPE AS SHOWN BELOW.

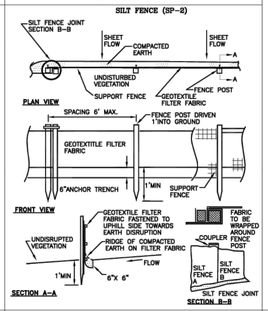


VEGETATION BUFFER ZONE (SP-1)

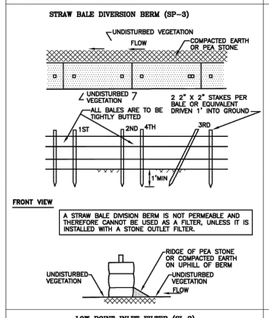
THE GRAPH LISTED BELOW IS USED TO DETERMINE THE ADEQUACY OF AN EXISTING VEGETATION BUFFER ZONE FOR USE AS A SEDIMENT FILTER. THIS GRAPH IS ONLY APPLICABLE IF THE VEGETATION IS A DENSE WELL-GROWN STAND OF GROUND COVER, AT LEAST 4" IN LENGTH. AN AREA COVERED WITH BUSHES AND TREES WITHOUT A GOOD GROUND COVER IS NOT ACCEPTABLE.



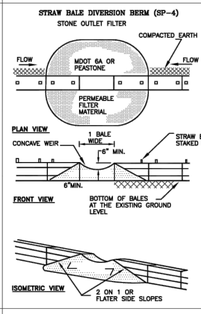
SILT FENCE (SP-2)



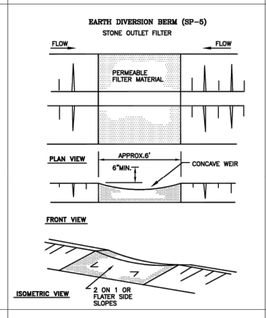
STRAW BALE DIVERSION BERM (SP-3)



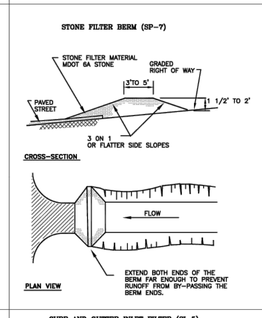
STRAW BALE DIVERSION BERM (SP-4)



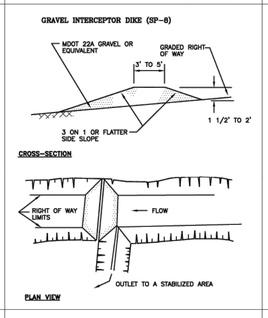
EARTH DIVERSION BERM (SP-5)



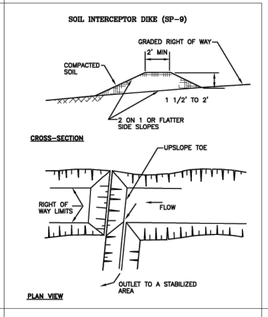
STONE FILTER BERM (SP-7)



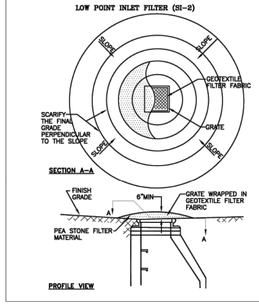
GRAVEL INTERCEPTOR DIKE (SP-8)



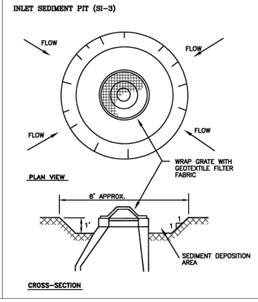
SOIL INTERCEPTOR DIKE (SP-9)



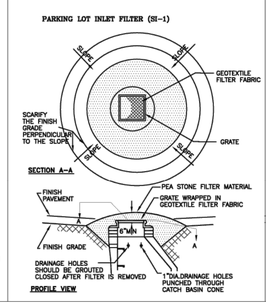
LOW POINT INLET FILTER (SI-2)



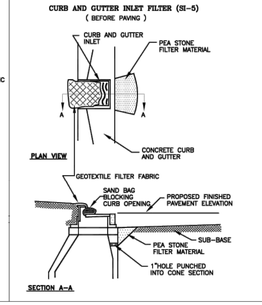
INLET SEDIMENT PIT (SI-3)



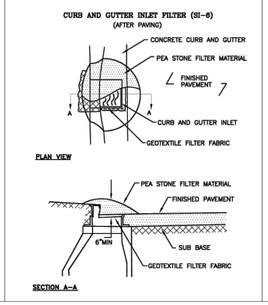
PARKING LOT INLET FILTER (SI-1)



CURB AND GUTTER INLET FILTER (SI-5) (BEFORE PAVING)



CURB AND GUTTER INLET FILTER (SI-6) (AFTER PAVING)

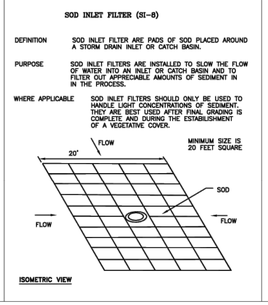


SOD INLET FILTER (SI-6)

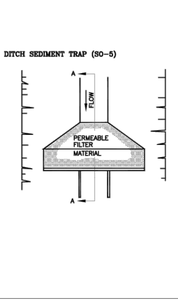
DEFINITION — SOD INLET FILTER ARE PADS OF SOD PLACED AROUND A STORM DRAIN INLET OR CATCH BASIN.

PURPOSE — SOD INLET FILTERS ARE INSTALLED TO SLOW THE FLOW OF WATER INTO AN INLET OR CATCH BASIN AND TO FILTER OUT APPRECIABLE AMOUNTS OF SEDIMENT IN IN THE PROCESS.

WHERE APPLICABLE — SOD INLET FILTERS SHOULD ONLY BE USED TO HANDLE LIGHT CONCENTRATIONS OF SEDIMENT. THEY ARE BEST USED AFTER FINAL GRADING IS COMPLETE AND DURING THE ESTABLISHMENT OF A VEGETATIVE COVER.



DITCH SEDIMENT TRAP (SO-5)



RULE 323.1703
SOIL EROSION AND SEDIMENTATION CONTROL PLAN REQUIREMENTS.

A PERSON SHALL PREPARE A SOIL EROSION AND SEDIMENTATION CONTROL PLAN FOR ANY EARTH CHANGE IDENTIFIED IN R 323.1704. A PERSON SHALL DESIGN THE PLAN TO EFFECTIVELY REDUCE ACCELERATED SOIL EROSION AND SEDIMENTATION AND SHALL IDENTIFY FACTORS THAT MAY CONTRIBTUE TO SOIL EROSION OR SEDIMENTATION, OR BOTH. THE PLAN SHALL INCLUDE, BUT NOT BE LIMITED TO, ALL OF THE FOLLOWING:

(A) A MAP OR MAPS AT A SCALE OF NOT MORE THAN 200 FEET TO THE INCH OR AS OTHERWISE DETERMINED BY THE COUNTY OR LOCAL ENFORCING AGENCY. A MAP SHALL INCLUDE A LEGAL DESCRIPTION AND SITE LOCATION SKETCH THAT INCLUDES THE PROXIMITY OF ANY PROPOSED EARTH CHANGE TO LAKES OR STREAMS, OR BOTH; PREDOMINATE LAND FEATURES; AND CONTOUR INTERVALS OR SLOPE DESCRIPTION.

(B) A SOILS SURVEY OR A WRITTEN DESCRIPTION OF THE SOIL TYPES OF THE EXPOSED LAND AREA CONTEMPLATED FOR THE EARTH CHANGES.

(C) DETAILS FOR PROPOSED EARTH CHANGES, INCLUDING ALL OF THE FOLLOWING:

(i) A DESCRIPTION AND THE LOCATION OF THE PHYSICAL LIMITS OF EACH PROPOSED EARTH CHANGE.

(ii) A DESCRIPTION AND THE LOCATION OF ALL EXISTING AND PROPOSED ON–SITE DRAINAGE AND DEWATERING FACILITIES.

(iii) THE TIMING SEQUENCE OF EACH PROPOSED EARTH CHANGE.

(iv) THE LOCATION AND DESCRIPTION FOR INSTALLING AND REMOVING ALL PROPOSED TEMPORARY SOIL EROSION AND SEDIMENTATION CONTROL MEASURES.

(v) A DESCRIPTION AND THE LOCATION OF ALL PROPOSED PERMANENT SOIL EROSION AND SEDIMENTATION MEASURES.

(v) A PROGRAM PROPOSAL FOR THE CONTINUED MAINTENANCE OF ALL PERMANENT SOIL EROSION AND SEDIMENTATION CONTROL MEASURES THAT REMAIN AFTER PROJECT COMPLETION, INCLUDING THE DESIGNATION OF THE PERSON RESPONSIBLE FOR THE MAINTENANCE. MAINTENANCE RESPONSIBILITIES SHALL BECOME A PART OF ANY SALES OR EXCHANGE AGREEMENT FOR THE LAND ON WHICH THE PERMANENT SOIL EROSION CONTROL MEASURES ARE LOCATED.

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ISSUE NO.	BID DATE
B.G. DRN.	DATE 03/25/04
TOPO DRN.	DESIGN
PROFILE DRN.	ENG. DRN.
APPROVED	SCALE V: H: NTS

YPSILANTI TOWNSHIP
TOWNSHIP STANDARD
SOIL EROSION CONTROL DETAILS

CLIENT: YPSILANTI TOWNSHIP

ORCHARD, HILTZ & McCLIMENT, INC.
CONSULTING ENGINEERS
34000 Plymouth Road
Livonia, MI 48150
(734) 522-6711
(734) 522-6427 FAX

TOPO: CAD
DRAWING: SESC.dwg
LAYOUT: SESC
SHEET
JOB NO.

OHM
ARCHITECTS ENGINEERS PLANNERS
OHM-ADVISORS.COM

PRELIMINARY - NOT FOR CONSTRUCTION

ISSUED FOR:	Value
REVISION	DESCRIPTION
###	---
DATE	

PROJECT NUMBER	PM	DISCIPLINE LEAD	CLIENT PROJ NO
0098-23-0060	XX	XX	---

Value

CIVIC CENTER POND REHAB

Value

JOB #

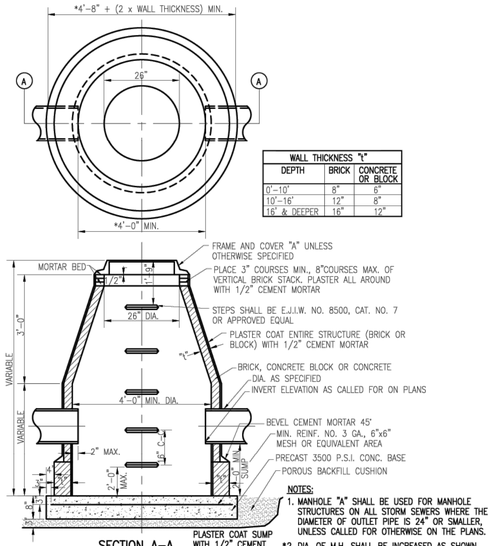
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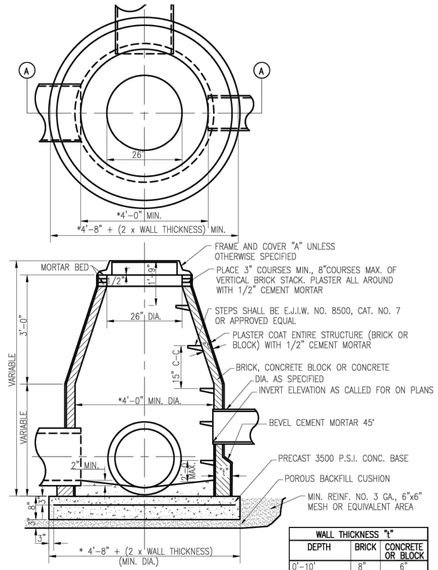
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SECTION A–A
MANHOLE "A"

WALL THICKNESS "t"		
DEPTH	BRICK	CONCRETE OR BLOCK
0'-10'	8"	6"
10'-16'	12"	8"
16' & DEEPER	16"	12"

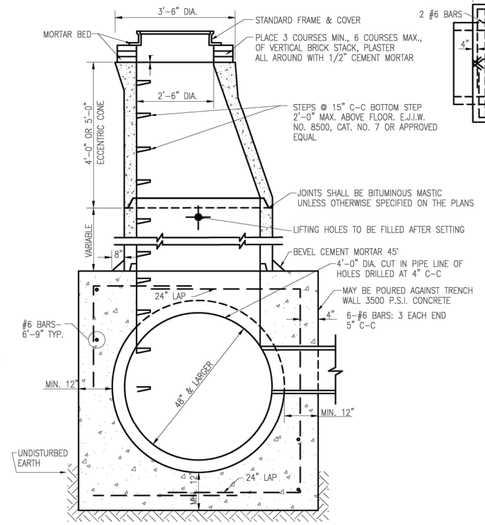
NOTES:
1. MANHOLE "A" SHALL BE USED FOR MANHOLE STRUCTURES ON ALL STORM SEWERS WHERE THE DIAMETER OF OUTLET PIPE IS 24" OR SMALLER, UNLESS CALLED FOR OTHERWISE ON THE PLANS.
*2. DIA. OF M.H. SHALL BE INCREASED AS SHOWN ON THE PLANS OR IN THE PROPOSAL DEPENDING ON THE DIAMETERS AND ANGLES OF THE SEWERS.



SECTION A–A
MANHOLE "B"

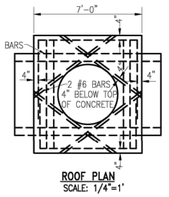
WALL THICKNESS "t"		
DEPTH	BRICK	CONCRETE OR BLOCK
0'-10'	8"	6"
10'-16'	12"	8"
16' & DEEPER	16"	12"

NOTES:
1. MANHOLE "B" SHALL BE USED FOR MANHOLE STRUCTURES ON ALL STORM SEWERS WHERE THE DIAMETER OF OUTLET PIPE IS 24" OR SMALLER, UNLESS CALLED FOR OTHERWISE ON THE PLANS.
*2. DIA. OF M.H. SHALL BE INCREASED AS SHOWN ON THE PLANS OR IN THE PROPOSAL DEPENDING ON THE DIAMETERS AND ANGLES OF THE SEWERS.



TYPICAL SECTION
PRECAST MANHOLE "C"

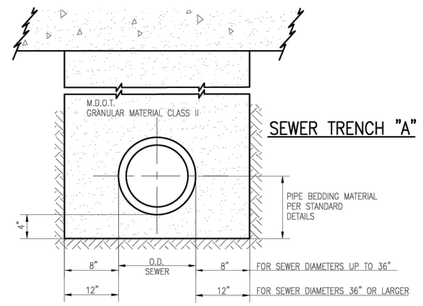
NOTES:
1. MANHOLE "C" SHALL BE USED FOR MANHOLE STRUCTURES ON ALL STORM SEWERS WHERE 48" OR LARGER DIA. PIPES INTERSECT.
2. PRECAST UNITS SHALL MEET THE REQUIREMENTS SPECIFIED BY A.S.T.M. C-478-68.



ROOF PLAN
SCALE: 1/4"=1'

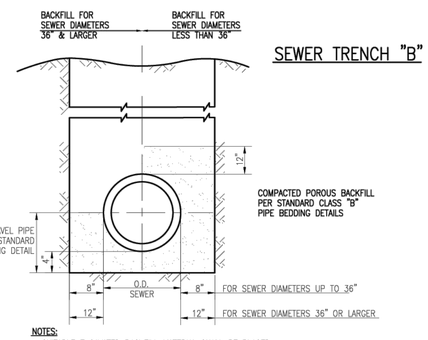
GENERAL NOTES FOR
STORM SEWER MANHOLES

1. ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE TOWNSHIP OF YPSILANTI AND YCUA.
2. CONTRACTOR SHALL CONSTRUCT MANHOLES WITH PRECAST REINFORCED CONCRETE UNITS ("E", "F", AND "I") IN LIEU OF CONCRETE, BRICK AND BLOCK MANHOLES ("A" AND "B") IN ACCORDANCE WITH THE FOLLOWING CONDITIONS:
   A. MAXIMUM DIAMETER OF SEWER OUTLET IN ANY PRECAST UNIT SHALL BE 18" (MANHOLE "E" ONLY).
   B. NO OPENINGS SHALL BE MADE IN PRECAST UNITS WHICH WOULD LEAVE LESS THAN 24" OF UNDISTURBED PRECAST PIPE OR WOULD REMOVE MORE THAN 30% OF THE CIRCUMFERENCE ALONG ANY HORIZONTAL PLANE.
   C. STRUCTURES FOR SEWERS LARGER THAN 18", OR THOSE NOT MEETING THE OPENING REQUIREMENTS, SHALL BE BUILT OF BLOCK OR BRICK UP TO A MINIMUM OF 8" ABOVE THE TOP OF SEWER, WITH PRECAST UNITS BEING USED ABOVE THIS POINT. WHERE PRECAST UNITS REST ON THE BLOCK OR BRICK, THE GROOVE IN THE PRECAST UNIT SHALL BE FILLED WITH MORTAR.
   D. OPENINGS FOR THE OUTLET SEWER SHALL BE PRECAST WITH A DIAMETER OF 3 INCHES LARGER THAN THE OUTSIDE DIAMETER OF THE OUTLET PIPE. ALL OTHER OPENINGS SHALL BE MADE IN THE FIELD AFTER MANHOLE HAS BEEN CONSTRUCTED.
3. ALL VERTICAL OPENINGS IN CONCRETE BLOCK STRUCTURE WALLS SHALL BE COMPLETELY FILLED WITH MORTAR. ALL VERTICAL WALL JOINTS SHALL BE CEMENT POINTED.
4. A "POURED 3500 P.S.I. CONCRETE BASE" WITHOUT STEEL REINFORCEMENT MAY BE SUBSTITUTED FOR PRECAST BASE WHEN APPROVED BY THE TOWNSHIP ENGINEER. A POROUS BACKFILL CUSHION WILL NOT BE REQUIRED UNDER THE POURED BASE UNLESS CONTRACTOR HAS EXCAVATED BELOW THE REQUIRED ELEVATION, AT WHICH TIME THE ENGINEER WILL DECIDE AS TO THE MERITS OF INCREASING THE THICKNESS OF THE CONCRETE BASE OR THE USE OF A POROUS BACKFILL CUSHION.
5. WHERE UNSTABLE GROUND CONDITIONS ARE ENCOUNTERED, SLAG OR STONE BEDDING SHALL BE USED AS DIRECTED BY THE ENGINEER IN ORDER TO PROVIDE A STABLE FOUNDATION FOR PIPE AND MANHOLES.
6. ALL PIPES ENTERING OR LEAVING A MANHOLE SHALL BE ADEQUATELY SUPPORTED BY POURING 2500 P.S.I. CONCRETE FILL FROM UNDISTURBED EARTH TO SPRINGLINE.
7. WHEREVER EXISTING MANHOLES OR SEWER PIPE ARE TO BE TAPPED, DRILL HOLES AT 4" CENTER TO CENTER AROUND PERIPHERY OR OPENING TO CREATE A PLANE OF WEAKNESS BEFORE BREAKING SECTION OUT.



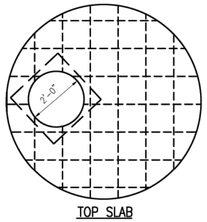
SEWER TRENCH "A"

NOTES:
1. TRENCH "A" SHALL BE USED UNDER ROAD SURFACES, PAVEMENT, SIDEWALK, CURB, AGGREGATE & PAVED DRIVES AND WHERE THE EDGE OF TRENCH IS WITHIN 3 FEET OF THE PAVEMENT
2. GRANULAR MATERIAL SHALL BE PLACED BY THE "CONTROLLED DENSITY METHOD" OR OTHER MEANS HAVING APPROVAL OF THE ENGINEER AND IS TO BE COMPACTED TO 95% OF MAXIMUM UNIT WEIGHT

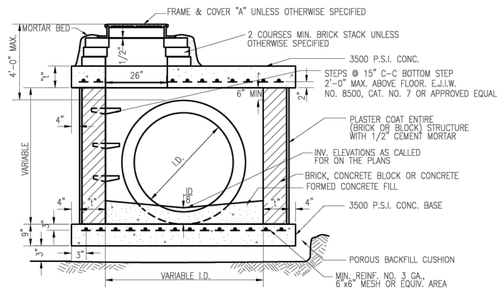


SEWER TRENCH "B"

NOTES:
1. SUITABLE EXCAVATED BACKFILL MATERIAL SHALL BE PLACED IN ONE FOOT LAYERS AND COMPACTED BY MECHANICAL TAMPING OR OTHER EFFECTIVE MEANS HAVING APPROVAL OF THE ENGINEER, TO A DENSITY EQUIVALENT TO THE UNDISTURBED ADJACENT SOIL
2. TRENCH "B" SHALL BE USED UNDER CONDITIONS OTHER THAN SPECIFIED FOR TRENCH "A"



TOP SLAB

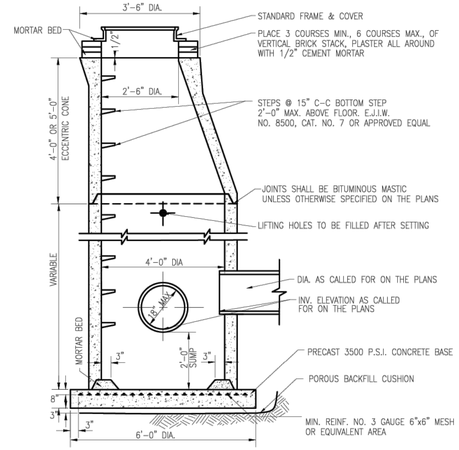


OUTLET I.D.	M.H. D	TOP SLAB "T"	WALLS "t"	REINFORCING STEEL (SLAB)
24" OR LESS	4'-0"	9"	8"	3/4" @ 9" EACH WAY
30"	*4'-0"	9"	8"	3/4" @ 9" EACH WAY
36"	*4'-0"	9"	12"	3/4" @ 9" EACH WAY
42"	*5'-0"	10"	12"	3/4" @ 9" EACH WAY
48" 54"	*6'-0"	11"	12"	7/8" @ 9" EACH WAY

TYPICAL SECTION
MANHOLE "D"

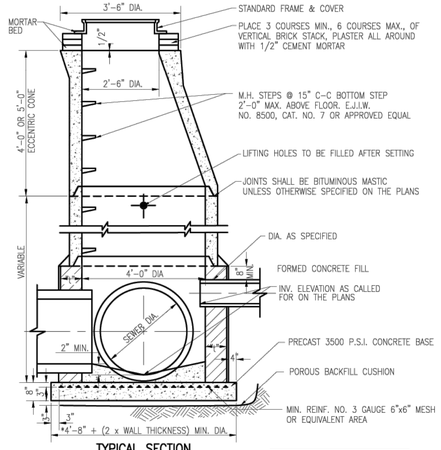
M.H. D	TOP SLAB "T"	WALLS "t"	REINFORCING STEEL (SLAB)
7'-0"	12"	12"	7/8" @ 9" EACH WAY
8'-0"	12"	12"	1" @ 9" EACH WAY

NOTES:
*1. DIA. SHALL BE INCREASED AS SHOWN ON PLANS OR IN THE PROPOSAL DEPENDING ON THE ANGLE OF THE SEWERS.
2. MH. "D" SHALL BE USED WHERE THE DEPTH OF COVER FROM THE TOP OF CASTING TO THE TOP OF SEWER IS LESS THAN 4'-0". MH. "D" SHALL BE CONSTRUCTED WITH A 2' SUMP WHERE DIAMETER OF OUTLET SEWER IS 24" OR LESS.



TYPICAL SECTION
PRECAST MANHOLE "E"

NOTES:
1. THIS MANHOLE SHALL BE USED ONLY WHEN MEETING CONDITIONS STATED IN THE "GENERAL MANHOLE NOTES", ITEM NO. 2A
2. PRECAST UNITS SHALL MEET THE REQUIREMENTS SPECIFIED BY A.S.T.M. C-478-68.



TYPICAL SECTION
PRECAST MANHOLE "F"

NOTES:
1. THIS MANHOLE SHALL BE USED ONLY WHEN MEETING CONDITIONS STATED IN THE "GENERAL MANHOLE NOTES", ITEM NO. 2A
2. PRECAST UNITS SHALL MEET REQUIREMENTS SPECIFIED BY A.S.T.M. C-478-68.
*3. DIAMETER OF MANHOLE SHALL BE INCREASED AS SHOWN ON PLANS OR IN THE PROPOSAL, DEPENDING ON THE DIAMETERS AND ANGLES OF THE SEWERS.

WALL THICKNESS "t"		
DEPTH	BRICK	CONCRETE OR BLOCK
0'-10'	8"	6"
10'-16'	12"	8"
16' & DEEPER	16"	12"

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PRELIMINARY - NOT FOR CONSTRUCTION

###	DATE

ISSUED FOR: Value

REVISION	DESCRIPTION
---	---

PROJECT NUMBER	PM	DISCIPLINE LEAD	CLIENT PROJ NO
0098-23-0060	XX	XX	---

Value
CIVIC CENTER POND REHAB
Value

YPSILANTI TOWNSHIP / Y.C.U.A.
STANDARD STORM SEWER DETAILS

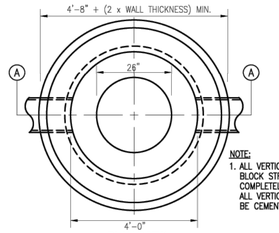
SHEET
OF ##

9

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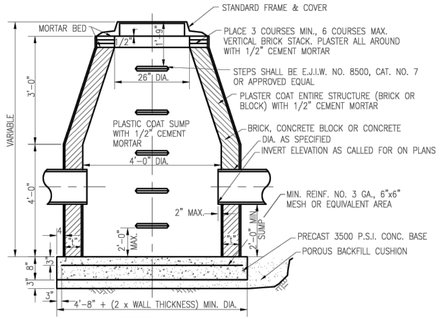
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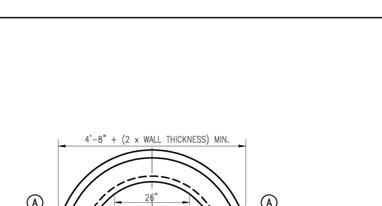


NOTE:
1. ALL VERTICAL HOLES IN CONCRETE BLOCK STRUCTURE WALL SHALL BE COMPLETELY FILLED WITH MORTAR. ALL VERTICAL WALL JOINTS SHALL BE CEMENT POINTED.

PLAN VIEW

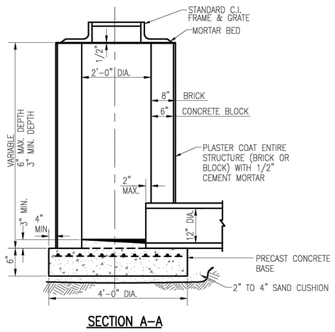


SECTION A–A
CATCH BASIN "A"

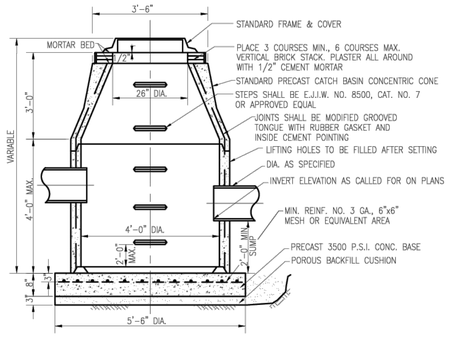


NOTE:
1. STANDARD INLET WILL BE USED ONLY WHEN OUTLETTING TO A STRUCTURE HAVING A SUMP OR WHEN OUTLETTING TO A DITCH

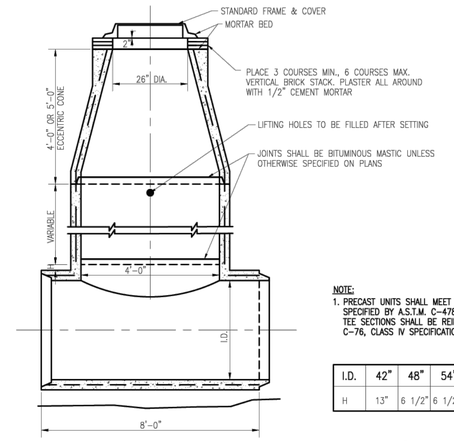
PLAN VIEW



SECTION A–A
STANDARD INLET



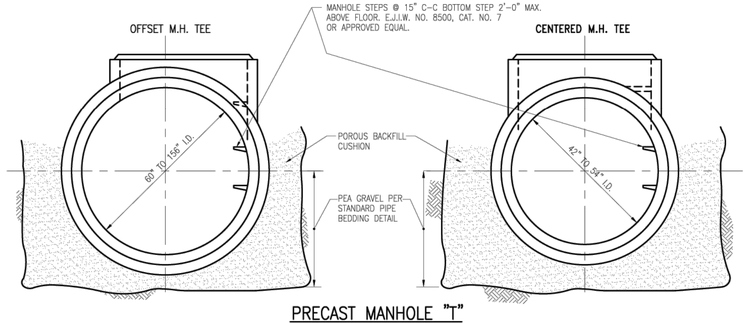
CROSS–SECTION
CATCH BASIN "B"



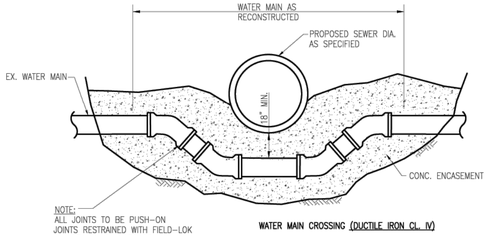
NOTE:
1. PRECAST UNITS SHALL MEET THE REQUIREMENTS SPECIFIED BY A.S.T.M. C-478-68. ALL MANHOLE TEE SECTIONS SHALL BE REINFORCED TO A.S.T.M. C-76, CLASS IV SPECIFICATIONS

H DIMENSION

I.D.	42"	48"	54"	60"	66"	72"	78"	84"	OVER 84"
H	13"	6 1/2"	6 1/2"	1"	1 3/4"	2 1/2"	4"	6"	7"



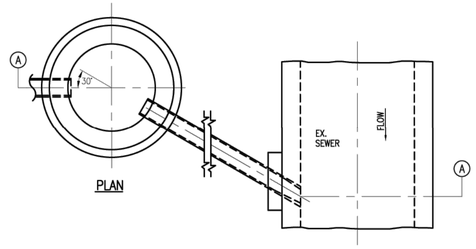
PRECAST MANHOLE "T"



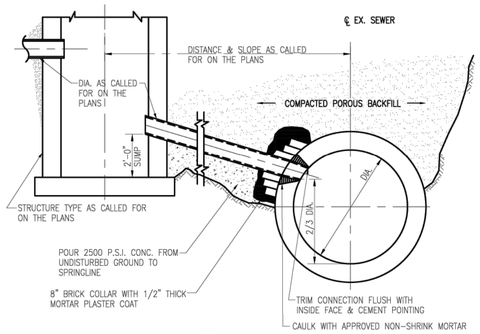
NOTE:
ALL JOINTS TO BE PUSH–ON JOINTS RESTRAINED WITH FIELD–LOK GASKET OR APPROVED EQUAL

WATER MAIN CROSSING (DUCTILE IRON CL. IV)

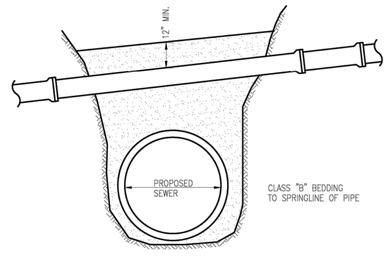
WATER MAIN CROSSING



PLAN

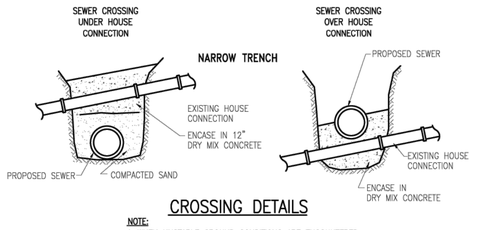


SECTION A–A
TYPICAL CONNECTIONS TO EXISTING SEWERS



HOUSE CONNECTION CROSSING

NOTE:
1. M.D.O.T. GRANULAR MATERIAL CLASS II PLACED IN 6" LAYERS AND COMPACTED TO A MINIMUM OF 95% OF ITS MAXIMUM UNIT WEIGHT TO A HEIGHT OF 12" ABOVE THE TOP OF THE SEWER LEAD.



CROSSING DETAILS

NOTE:
1. WHEN UNSTABLE GROUND CONDITIONS ARE ENCOUNTERED STONE, SLAG OR DRY MIX CONCRETE SHALL BE USED TO BACKFILL THE TRENCH TO A HEIGHT 12" ABOVE THE TOP OF THE SEWER LEAD.

OHM
ARCHITECTS ENGINEERS PLANNERS
OHM-ADVISORS.COM

PRELIMINARY - NOT FOR CONSTRUCTION

ISSUED FOR: Value
REVISION DESCRIPTION DATE
--- ### DATE

PROJECT NUMBER 0098-23-0060
PM XX
DISCIPLINE LEAD XX
CLIENT PROJ NO ---

Value
CIVIC CENTER POND REHAB
Value

OHM
WWW.OHM-ADVISORS.COM
VERT DATUM
HORIZ DATUM
SCALE V: H:
JOB #
CITY/VILLAGE/TOWNSHIP
COUNTY
REVISIONS
CLIENT:
RANGE
TOWN
SECTION
PROJ MGR
ENG / ARCH
CADD
DATE
REVISIONS:

YPSILANTI TOWNSHIP / Y.C.U.A.
STANDARD STORM SEWER DETAILS

SHEET
OF ##

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DRAWING PATH: P:\0000_0100\0098230060_Civic_Center_Pond_Rehab\Drawings\Civil\Details\230060DET_STM.dwg Nov 29, 2023 - 4:48pm

DRAWING PATH: S:\CITY\Ypsilanti\Ypsilanti\standards\cad\Ypsi\Town\STM2_2456.dwg Jun 05, 2015 - 1:20pm

Township Supervisor
Brenda L. Stumbo
Township Clerk
Heather Jarrell Roe
Township Treasurer
Stan Eldridge

YPSILANTI TOWNSHIP
— RESIDENTIAL SERVICES DEPARTMENT —

Trustees
Ryan Hunter
John Newman II
Gloria Peterson
Debbie Swanson

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: John Hines, Municipal Services Director

CC: Javonna Neel, Accounting Director

Date: November 29, 2023

RE: Request Authorization to seek sealed bids for the renovation of Community Center 200 Hallway and Community Center Bathrooms.

The Municipal Services Department is requesting authorization to re-bid a revised bid package for the renovation and construction of the Community Center 200 Hallway and Golf Office water damage funded by the Insurance Reimbursement; and the Community Center Bathroom and Sanitary Line renovations budgeted in 101-902, Capital Outlay – Special.

Stantec Consulting has revised the bid package from the initial submission that was approved by the Board of Trustees on September 19th, 2023. The initial bid process procured a single bid that was not accepted due to being noncompetitive and outside project budget. The current bid package will complete repairs in the 200 and 300 Hallways of the Community Center, as well as lay new sanitary lines for the affected areas. The package will be bid in one phase to shorten the time of closure needed for the center, as to not affect day to day operations greatly. The projected project time will be up to 4 months.

Staff and representatives from Stantec will return to the Board of Trustees to recommend and award the selection of a bidder at the February 7th, 2024 meeting.

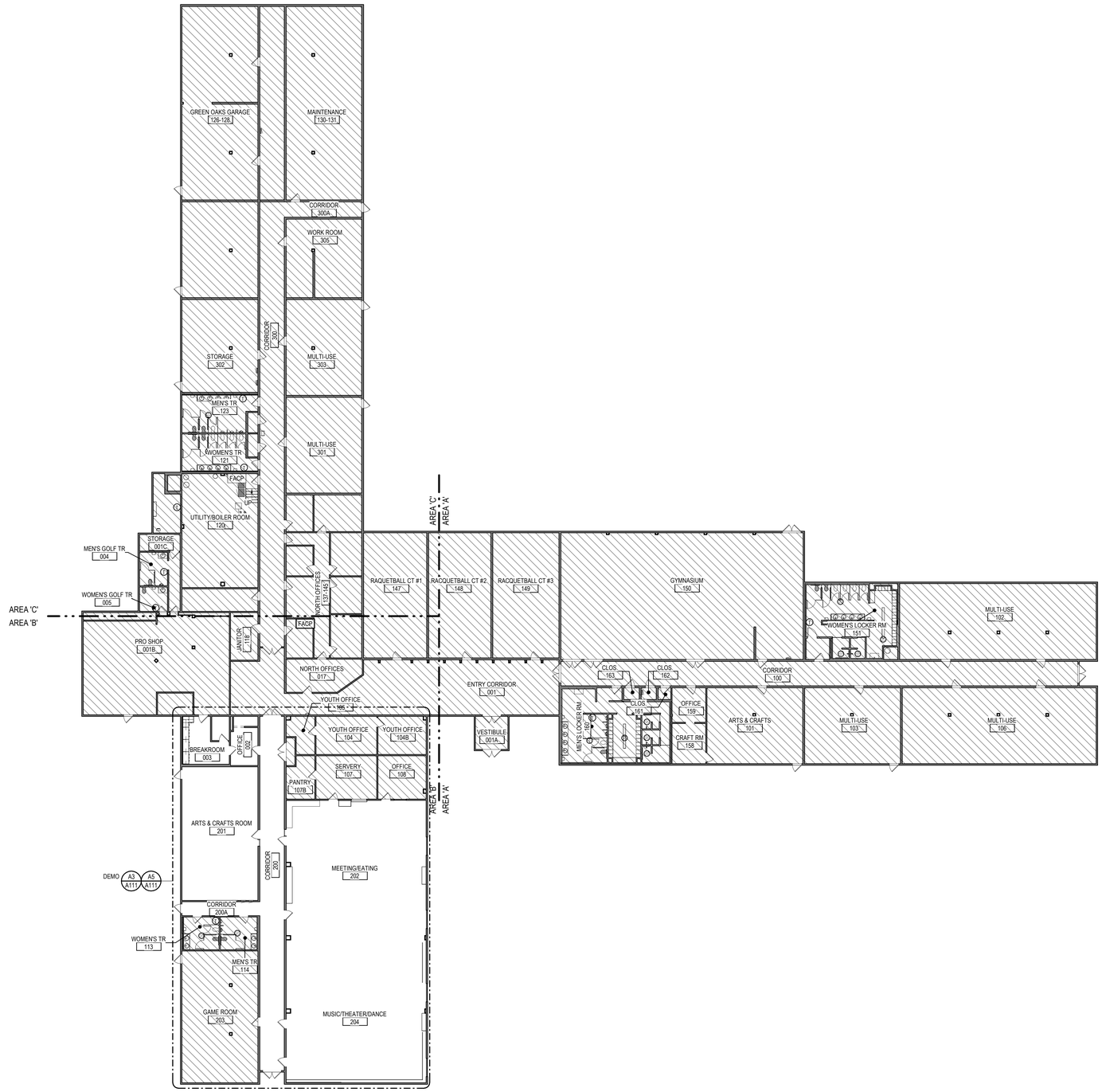
Please find attached this memorandum the proposed construction documents and the bidding package as created by Stantec Consulting.

John Hines
Municipal Services Director
jhines@ypsitownship.org
734-351-8947

Package 100
No changes to the scope of work.

AREA OF SCOPE

NO SCOPE



Stantec

Stantec Architecture Inc.
2308 Coolidge Highway
Berkley, MI 48072-2503
Tel: (248) 336-4700 • www.stantec.com

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Consultant

No.	By	Appd	YYYY.MM.DD

Revision

No.	By	Appd	YYYY.MM.DD
1	SSC	LW	2023.12.05

Issued

Permit/Seal

YPSILANTI TOWNSHIP
WHERE YOUR FUTURE GROWS

YPSI Community Center
Renovations

2025 E Clark Rd
Ypsilanti, MI 48198

Project No.:2075154401
File Name: N/A

Author	Designer	Checker	10/03/17
Dwn.	Dsgn.	Chkd.	YYYY.MM.DD

Title
CC HALLWAY 200 INSURANCE RENO - COMPOSITE PLAN

Scale: As indicated
Revision:
Drawing No. **A110**

<Pick location in Project Information>
1/10/2023 3:48:43 PM

ORIGINAL SHEET - ARCH E1

Package 200

Includes room 202 sanitary lines scope of work in order to address systemic sanitary line issues - floor work, excavation, demolition, new piping, backfill, and concrete restoration.

Includes civil work as previously documented minus site restoration work.

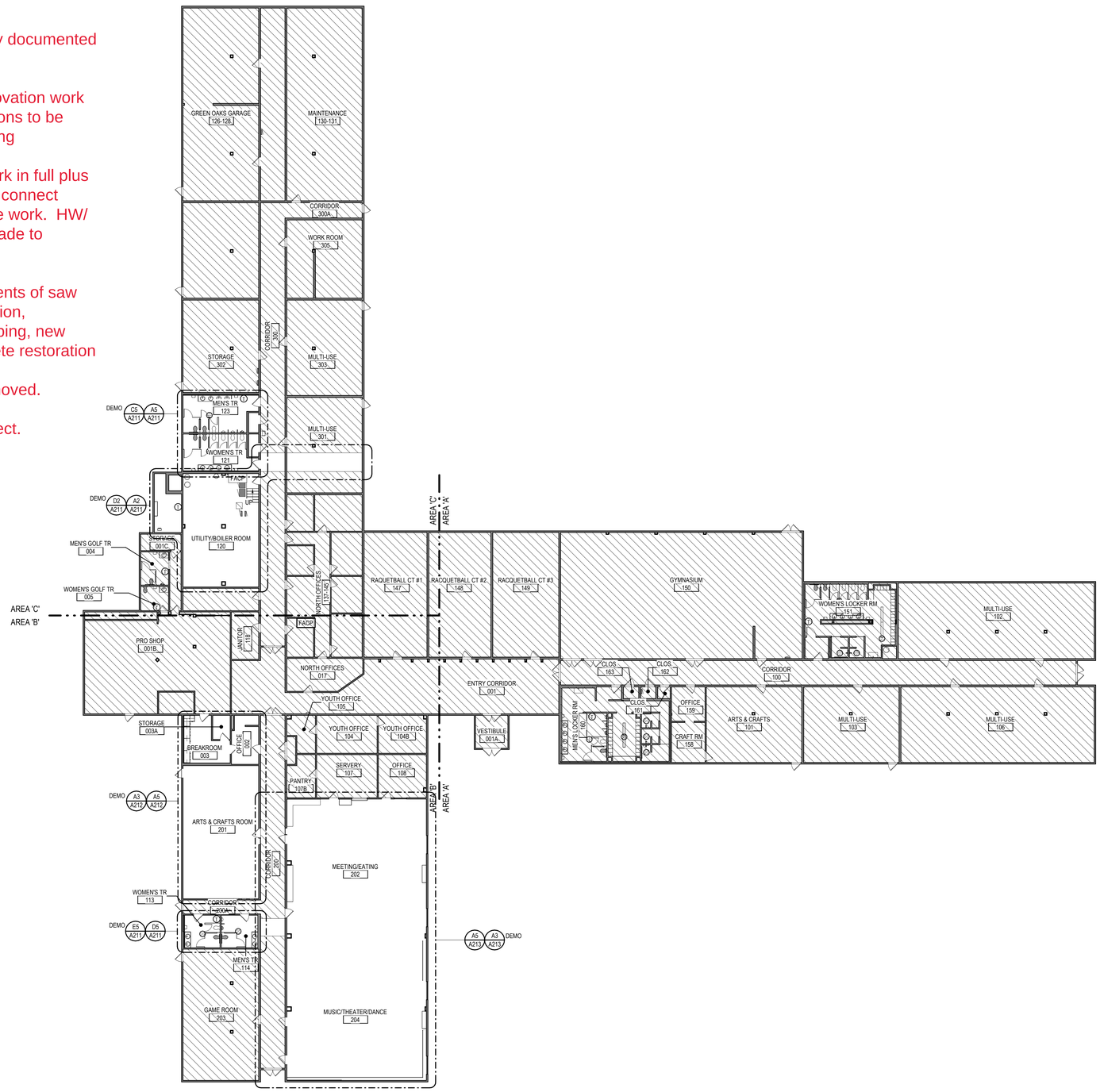
Includes 113/114 restroom renovation work in full - HW/CW piping connections to be made to existing remaining piping

Includes 123/121 restrooms work in full plus sanitary line work in 301/300 to connect interior and exterior sanitary line work. HW/CW piping connections to be made to existing remaining piping.

Includes boiler room improvements of saw cutting of existing floor, excavation, demolition and capping, new piping, new floor drains, backfill, and concrete restoration

All other 200 package work removed.

Phasing removed from the project.



AREA OF SCOPE

NO SCOPE

Stantec

Stantec Architecture Inc.
2308 Coolidge Highway
Berkley, MI 48072-1503
Tel: (248) 336-4700 • www.stantec.com

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No.	Issued	By	Appd	YYYY.MM.DD
1	Revision			
2	Issued	SSC	LW	2023.12.05

Permit/Seal

YPSILANTI TOWNSHIP
WHERE YOUR FUTURE GROWS

YPSI Community Center Renovations

2025 E Clark Rd
Ypsilanti, MI 48198

Project No.:2075154401

File Name: N/A

Author	Designer	Checker	10/03/17
Dwn.	Dsgn.	Chkd.	YYYY.MM.DD

Title

CC TOILET ROOM RENO - COMPOSITE PLAN

Scale: As indicated

Revision:

Drawing No. **A210**

<Plot location in Project Information>
1/30/2023 8:46:47 PM

ORIGINAL SHEET - ARCH E1

Township Supervisor
Brenda L. Stumbo
Township Clerk
Heather Jarrell Roe
Township Treasurer
Stan Eldridge

YPSILANTI TOWNSHIP
— RESIDENTIAL SERVICES DEPARTMENT —

Trustees
Ryan Hunter
John Newman II
Gloria Peterson
Debbie Swanson

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: John Hines, Municipal Services Director

Date: November 29, 2023

RE: Request Authorization to seek sealed bids for the renovation of the Civic Center Parking Lot.

The Residential Services Department with OHM Advisors is requesting authorization to seek sealed bids for the renovation of the Civic Center Parking Lot.

At the June 6, 2023 BOT meeting OHM was approved to prepare the bid documents, assist in the bid recommendation and oversee the construction of the Parking Lot renovations. The Parking Lot was last rehabilitated in the early 2000's and though extended the service life, did not address the critical base issues. The bid documents will seek removal and replacement of approximately 6,300 square yards of parking lot (asphalt and base stone) and installation of 1,400 feet of 8-inch water main and abandonment in place of existing main.

Staff and representatives from OHM will return to the Board of Trustees to recommend and award the selection of a bidder at an early 2024 meeting. Construction will commence in March 2024 with a projected completion date of July 31st, 2024.

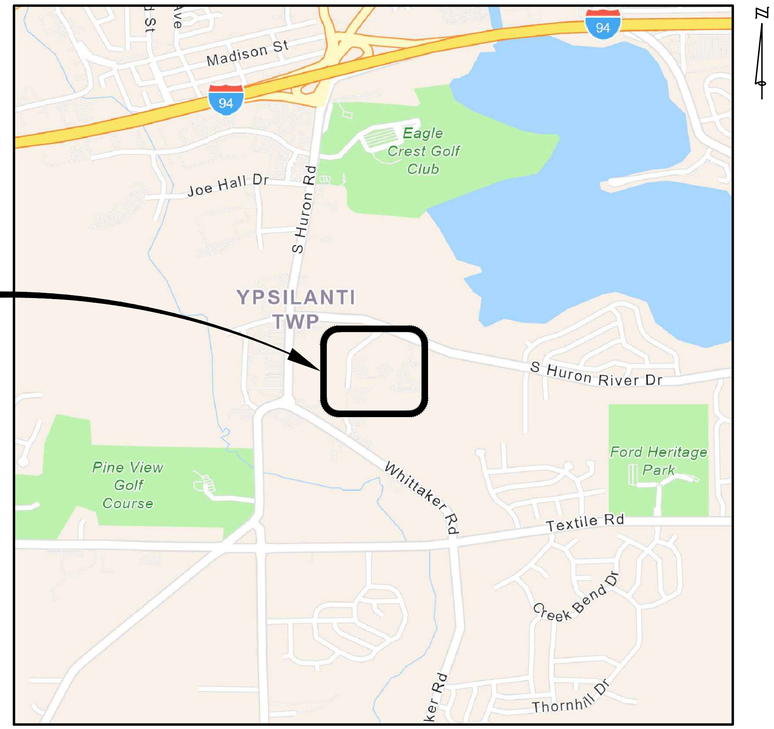
Please find attached this memorandum the proposed construction documents and the bidding package as created by OHM Advisors.

CHARTER TOWNSHIP OF YPSILANTI
WASHTENAW COUNTY, MICHIGAN

CIVIC CENTER PARKING LOT DESIGN

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
	COVER SHEET
C-001	CIVIL NOTES AND SPECIFICATIONS
C-002	CIVIL NOTES AND SPECIFICATIONS
C-010	CIVIL LEGEND
C-110	EXISTING CONDITIONS PLAN
C-120	REMOVAL PLAN
C-130	SITE PLAN – OVERALL
C-131	SITE PLAN – DIMENSIONS
C-140	UTLILITY PLAN
C-141	UTILITY PROFILES
C-160	GRADING PLAN
C-501	PAVEMENT DETAILS
C-502	STORM SEWER DETAILS
C-503	WATER MAIN DETAILS
C-504	WATER MAIN DETAILS
C-505	WATER MAIN DETAILS
C-506	WATER MAIN NOTES AND SPECIFICATIONS
C-701	SOIL EROSION CONTROL PLAN
C-702	SOIL EROSION CONTROL STANDARD DETAILS
C-703	SOIL EROSION CONTROL DETAILS AND SPECIFICATIONS

PROJECT AREA



LOCATION MAP
N.T.S.

YPSILANTI TOWNSHIP BOARD MEMBERS

BRENDA STUMBO
• SUPERVISOR •

HEATHER JARRELL ROE
• CLERK •

STAN ELDRIDGE
• TREASURER •

RYAN HUNTER

JOHN P. NEWMAN II

GLORIA PETERSON

DEBBIE SWANSON
• TRUSTEES •

PRELIMINARY
NOT FOR CONSTRUCTION

GENERAL PROVISIONS

THE IMPROVEMENTS COVERED BY THESE PLANS SHALL BE DONE IN ACCORDANCE WITH THE PROPOSAL AND ACCOMPANYING SPECIFICATIONS FOR THIS PROJECT INCLUDING THE 2020 MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2011 MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAMS GUIDELINES FOR GEOMETRICS DATED 7-24-2017.

THE LOCATION OF ALL PUBLIC UTILITIES SHOWN ON THESE PLANS IS TAKEN FROM THE BEST AVAILABLE DATA. THE CITY AND/OR TOWNSHIP OF YPSILANTI WILL NOT BE RESPONSIBLE FOR ANY OMISSION OR VARIATION FROM THE LOCATIONS SHOWN. PURSUANT TO ACTS 173 & 174 OF THE P.A. OF 2013, AS A CONDITION OF THIS CONTRACT, NOTICE SHALL BE GIVEN TO MISS DIG PRIOR TO UNDERGROUND WORK TO BE PERFORMED IN ACCORDANCE WITH THIS CONTRACT, PHONE (800) 482-7171 (OR 811). UTILITY SERVICE CONNECTIONS ARE NOT SHOWN ON THE PLANS AND ARE NOT THE RESPONSIBILITY OF THE CITY OR TOWNSHIP OF YPSILANTI.

THE ELEVATIONS SHOWN ON THESE PLANS ARE BASED ON NAVD 1988 VERTICAL DATUM.

APPLICATION DATE	PERMITS	APPROVAL DATE
XX/XX/2023	EGLE ACT 399 WATER MAIN PERMIT	XX/XX/2023
XX/XX/2023	YPSILANTI TWP SESC PERMIT	XX/XX/2023

CONTRACT FOR:
RECONSTRUCTION OF EXISTING PARKING LOT, AND RELOCATION OF EXISTING WATER MAIN

OHM
Advancing Communities

PREPARED UNDER THE SUPERVISION OF:

6201053585
Registration No.

MATTHEW D. PARKS, P.E.

NOVEMBER 29, 2023
Date

REVISIONS

PROJECT NO.	SHEET NO.
0098-22-0061	

01 00 00:GENERAL REQUIREMENTS

1. THE CONTRACT DOCUMENTS, WHICH INCLUDE BUT ARE NOT LIMITED TO THE PLAN NOTES, SPECIFICATIONS, CONTRACT TERMS AND CONDITIONS, AND SUPPLEMENTAL CONDITIONS, LIST VARIOUS FIRMS AND AGENCIES HAVING VARYING LEVELS OF AUTHORITY OVER THE WORK. THE FOLLOWING ASSOCIATIONS OF AUTHORITY SHALL BE CONSIDERED PART OF THE CONTRACT AND SHALL BE HONORED BY THE CONTRACTOR UNLESS ALTERED IN WRITING BY THE OWNER.
   A. CONTRACTOR = TO BE DETERMINED (REQUIREMENTS OF CONTRACTOR SHALL EQUALLY APPLY TO ANY VENDOR, SUBCONTRACTOR, OR SERVICE PROVIDER RETAINED BY THE CONTRACTOR).
   B. SURVEYOR = MAY BE RETAINED BY THE CONTRACTOR FOR STAKING, LAYOUT, MEASUREMENT, AND AS-BUILT RECORD AT NO ADDITIONAL EXPENSE TO THE OWNER.
   C. OWNER = CHARTER TOWNSHIP OF YPSILANTI
   D. OWNER'S REPRESENTATIVE = ANY DELEGATE FROM ENGINEER, OWNER, OR TESTING AGENCY. OWNER MAY DESIGNATE OR CHANGE SPECIFIC REPRESENTATIVES FOR EACH PROJECT REQUIREMENT AT ANY TIME.
   E. ENGINEER = OHM ADVISORS (CONTACT: ALFONSO GUTIERREZ - (734) 466-4486).
   F. TESTING AGENCY = DESIGNATED AND RETAINED BY THE ENGINEER.
   G. UTILITY AUTHORITIES = SEE EXAMINATION AND PREPARATION.
   H. RIGHT-OF-WAY = NOT APPLICABLE - CONTRACTOR SHALL PERFORM ALL WORK AND STAGING WITHIN PROPERTY LIMITS OF OWNER.
   I. CONSTRUCTION/BUILDING PERMITTING = APPLICABLE BUILDING CODE.
   J. TRAFFIC CONTROL REGULATION = MICHIGAN MANUAL FOR UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD).
2. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL OBTAIN THE NECESSARY FEDERAL, STATE, AND LOCAL PERMITS FOR THE PROPOSED WORK AT NO ADDITIONAL COST TO THE OWNER. KNOWN PERMITS ARE LISTED ON THE COVER SHEET.
3. THE CONTRACTOR SHALL PROVIDE ALL MATERIALS, PERSONNEL, AND EQUIPMENT NECESSARY TO COMPLY WITH ALL NOTES AND REQUIREMENTS CONTAINED WITHIN THE CONTRACT DOCUMENTS, INCLUDING THE PLAN DRAWINGS AND DETAILS FOR THE CONTRACT PRICE. COMPLIANCE WITH THE PROJECT REQUIREMENTS CONTAINED HEREIN SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND THE RESPECTIVE LUMP SUM OR UNIT PRICE COST(S).
4. DO NOT SCALE DRAWINGS. ANY DIMENSIONAL INFORMATION REQUIRED WHICH IS NOT INDICATED ON DRAWING DIMENSION STRINGS SHALL BE OBTAINED FROM THE ENGINEER.
5. MATERIALS, METHODOLOGIES, PROCEDURES THAT REFER TO 'MDOT' SHALL CONFORM TO MICHIGAN DEPARTMENT OF TRANSPORTATION 2020 STANDARD SPECIFICATIONS FOR CONSTRUCTION AND APPLICABLE SPECIAL PROVISIONS. REFERENCES TO PAYMENT WITHIN THE REFERENCED MDOT DOCUMENTS SHALL NOT APPLY TO THIS CONTRACT; ALL PAYMENT SHALL BE IN ACCORDANCE WITH THE METHOD OF PAYMENT AS DESCRIBED IN THE CONTRACT DOCUMENTS AND/OR OWNER'S PURCHASE ORDER LANGUAGE.
6. THE CONTRACTOR SHALL NOTIFY THE ENGINEER A MINIMUM OF 48 HOURS PRIOR TO PERFORMING ACTIVITIES THAT WILL OR MAY REQUIRE ACCEPTANCE, INSPECTION, OR ANY TESTING DESCRIBED HEREIN.
7. SAFETY NOTICE: THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS ON THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK; THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. ON-SITE REVIEW OF THE CONTRACTOR'S PERFORMANCE DOES NOT ALLEVIATE THE CONTRACTOR'S SAFETY REQUIREMENTS.
8. EQUIPMENT, SOIL STOCKPILES, JOB TRAILERS, VEHICLES, AND OTHER MATERIALS SHALL ONLY BE STORED IN AN OWNER-APPROVED AREA THAT PREVENTS ENVIRONMENTAL DAMAGE, IS DEVOID OF MATURE TREES, AND IS ISOLATED FROM DRAINAGE FACILITIES, WETLANDS, STREAMS, AND TRAFFIC PATTERNS.
9. THE CONTRACTOR SHALL UNLOAD MATERIAL IN A SAFE AND CAREFUL MANNER WHICH PREVENTS DAMAGE TO THE MATERIAL AND EXISTING SITE FEATURES. DROPPING PIPE, STRUCTURES, FITTINGS, CASTINGS, OR OTHER BRITTLE OR FRAGILE MATERIAL OFF OF TRUCKS IS PROHIBITED.
10. WORK RESTRICTIONS: ALL DEMOLITION AND CONSTRUCTION ACTIVITIES SHALL BE RESTRICTED TO NORMAL DAYLIGHT WORKING HOURS MONDAY THROUGH SATURDAY UNLESS OTHERWISE APPROVED BY THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL RESTRICT CONSTRUCTION ACTIVITIES TO THE SITE BOUNDARIES. THE CONTRACTOR SHALL REPAIR ANY DAMAGE OR DISTURBANCE TO THE ADJACENT PROPERTIES OR RIGHT-OF-WAY OCCURRING DURING THIS CONTRACT, AT NO ADDITIONAL COST TO THE OWNER.
11. SCHEDULE WORK WITH OWNER TO FIT OWNER'S OPERATIONS, TO FACILITATE COMPLETION OF THIS WORK, TO COORDINATE WITH AND EXPEDITE NEW CONSTRUCTION WORK ON PROJECT.
12. PROJECT MEETINGS: ATTEND REGULAR MEETINGS WITH OWNER'S REPRESENTATIVE AND SUBCONTRACTORS AS DIRECTED BY OWNER'S REPRESENTATIVE.
13. COORDINATE SEQUENCING OF WORK TO OCCUR DURING CONDITIONS OF TEMPERATURE, HUMIDITY, EXPOSURE, FORECAST WEATHER, AND STATUS OF PROJECT COMPLETION, WHICH WILL ENSURE BEST POSSIBLE RESULTS FOR EACH UNIT OF WORK.
14. COORDINATE WORK BETWEEN TRADES FOR THE MOST EFFICIENT SEQUENCE OF INSTALLATION, TO PREVENT SPACE CONFLICTS, AND TO PROVIDE CLEARANCES REQUIRED BY CODE, DRAWINGS, AND THE MANUFACTURER.
15. PROVIDE COORDINATION DRAWINGS AND SKETCHES TO DEPICT MEANS AND METHODS AS NECESSARY FOR COORDINATION OF TRADES, TEMPORARY CONTROLS AND BARRIERS, SEQUENCING, MATERIALS LOADING AND UNLOADING, DISPOSAL, AND TO ENSURE PROTECTION OF FINISHED WORK.
16. SUBMIT CONSTRUCTION SCHEDULE TO THE OWNER'S REPRESENTATIVE WITHIN 30 DAYS OF CONTRACT AWARD AND AT LEAST WEEKLY WITH A TWO-WEEK LOOK AHEAD BREAKING DOWN TASKS AND DEPENDENCIES. SCHEDULE SHALL IN GANNT CHART OR CALENDAR FORMAT. INCLUDE PROCUREMENT, SUBMITTAL REVIEW, MOBILIZATION, AND INSPECTION IN ADDITION TO FIELD WORK.
17. SUBMITTALS: TRANSMIT REQUIRED SUBMITTALS AND SHOP DRAWINGS VIA EMAIL OR OTHER ELECTRONIC METHOD AS DIRECTED BY THE ENGINEER. ALLOW 10 (TEN) BUSINESS DAYS FOR REVIEW OF INITIAL SUBMITTALS AND EACH RESUBMITTAL IN CONSTRUCTION SCHEDULE. TRANSMIT EACH SUBMITTAL SEPARATELY. INCLUDE COVER SHEET AND INDICATE SPECIFICATION, DRAWING, TYPE, AND VARIANCE (IF APPLICABLE) FOR EACH SUBMITTAL. MAINTAIN A SUBMITTAL LOG FOR OWNER REVIEW. THE CONTRACTOR IS RESPONSIBLE FOR FULL COMPLIANCE WITH THE CONTRACT DOCUMENTS; REVIEW BY THE ENGINEER DOES NOT RELIEVE THE CONTRACTOR OF THIS REQUIREMENT.
18. TEMPORARY FACILITIES AND CONTROLS SHALL BE KEPT IN NEAT AND WORKING ORDER AND OPERATED IN A SAFE AND EFFICIENT MANNER. CONTRACTOR SHALL NOT ALLOW HAZARDOUS, DANGEROUS OR UNSANITARY CONDITIONS, OR PUBLIC NUISANCES TO DEVELOP OR PERSIST ON THE SITE.
19. INSTALL TEMPORARY UTILITIES AS NECESSARY TO PREVENT OUTAGES DURING UTILITY WORK.
20. ALL UTILITY INSTALLATIONS AND MATERIALS SHALL BE IN ACCORDANCE WITH THE AUTHORITY HAVING JURISDICTION'S STANDARD DETAILS, SPECIFICATIONS, AND REQUIREMENTS, WHERE APPLICABLE.
21. NOTICE SHALL BE GIVEN BY THE CONTRACTOR, UNLESS WAIVED BY THE AUTHORITY HAVING JURISDICTION, TO ALL USERS AFFECTED BY A PROPOSED UTILITY OUTAGE, AT LEAST 48 HOURS IN ADVANCE OF THE PROPOSED OUTAGE.
22. AFTER CONSTRUCTION IS COMPLETED, THE CONTRACTOR SHALL PROVIDE THE OWNER WITH AN AS-BUILT RECORD OF UTILITY CONSTRUCTION. THE AS-BUILTS SHALL INCLUDE LOCATION AND LENGTH DEVIATIONS OR CHANGES TO THE PLAN. CONTRACTOR SHALL VERIFY AND RECORD ELEVATIONS UNLESS DIRECTED OTHERWISE BY THE OWNER'S REPRESENTATIVE.

01 55 26: TRAFFIC CONTROL

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL AND PEDESTRIAN SAFETY DEVICES SUCH AS CONES, BARRICADES, SIGNS, FLAGS, TEMPORARY PAVEMENT MARKINGS, FENCES, AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY CONFORMING TO LOCAL TRAFFIC CONTROL STANDARDS. TRAFFIC AND PEDESTRIAN CONTROLS SHALL PROHIBIT TRAFFIC OVER NEW PAVEMENT, LANDSCAPING, RESTORATION, PAINT, OR ANY OTHER NEWLY INSTALLED FEATURE UNTIL THE OWNER'S REPRESENTATIVE AUTHORIZES OPENING TO TRAFFIC.
2. CONTRACTOR SHALL MAINTAIN AN ACCESSIBLE ROUTE FOR PEDESTRIANS AND EMERGENCY VEHICLES AND PERSONNEL TO ADJACENT BUILDINGS AT ALL TIMES.
3. THE CONTRACTOR SHALL PREPARE AND SUBMIT A TRAFFIC CONTROL PLAN FOR ANY WORK ADJACENT TO OR WITHIN THE PUBLIC RIGHT-OF-WAY.

01 56 000: TEMPORARY BARRIERS AND ENCLOSURES

1. INSTALL TEMPORARY CONSTRUCTION FENCE TO SECURE THE SITE AND PROTECT THE PUBLIC. SITE SECURITY IS THE CONTRACTOR'S RESPONSIBILITY; THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
2. TREE PROTECTION: UNLESS OTHERWISE DIRECTED, ALL TREES SHALL BE PROTECTED FROM WOUNDS TO THE BARK AND FOLIAGE.
3. THE CRITICAL ROOT ZONE OF ALL TREES (1.5 FEET RADIUS FOR EACH INCH OF DIAMETER AT BREAST HEIGHT) SHALL BE PROTECTED FROM COMPACTION AND GRADING.
4. CHANGES IN TEMPORARY SITE DRAINAGE AND PONDING THAT AFFECT THE PROTECTED TREES IS PROHIBITED.
5. THE CRITICAL ROOT ZONE OF TREES SHALL BE SURROUNDED BY A HIGH-VISIBILITY FENCE (4 FT IN HEIGHT)
6. ANY EXISTING TREE THAT IS DAMAGED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED AT THE EXPENSE OF THE CONTRACTOR. TREE WILL BE CONSIDERED DAMAGED IF THE CRITICAL ROOT ZONE IN COHESIVE SOILS IS COMPACTED OR IF THERE ARE SIGNIFICANT WOUNDS THAT COULD CONTRIBUTE TO ROT OR DISTRESS.

01 71 00: EXAMINATION AND PREPARATION

1. PRIOR TO THE WORK, PREPARE AND SUBMIT PRE-CONSTRUCTION VIDEO OR PHOTOS, CONSTRUCTION AND TREE PROTECTION FENCE PLANS, SHOP DRAWINGS, AND PRODUCT INFORMATION.
2. CONTRACTOR SHALL FIELD VERIFY LOCATION AND ELEVATION OF BURIED UTILITIES AND TOPOGRAPHIC FEATURES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES ON THE PLANS ON THE SAME DAY THEY ARE DISCOVERED.
3. UTILITY CONTACTS - PRIVATE:

NATURAL GAS
DTE GAS COMPANY
ONE ENERGY PLAZA, 518 SB
DETROIR, MI 48226
PH: 313-235-5632
EMAIL: DESIGN_MISSDIG@DTEENERGY.CO

ELECTRICITY
DTE ENERGY
8001 HAGGEERT RD.
BELLEVILE, MICHIGAN 48111
734.397.4321 (OFFICE)
734.397.4338 (FAX)
SWPD@DTEENERGY.COM

TELEPHONE
AT&T
54 N MILL ST, 4TH FLOOR
PONTIAC, MI 48342
PH: 248-456-8256

CABLE
COMCAST CABLE COMMUNICATIONS
25626 TELEGRAPH
SOUTHFIELD, MI 48033
248-809-2715
CONTACT: CRAIG PUDAS
CRAIG_PUDAS@CABLE.COMCAST.COM

FIBER
EVERSTREAM
3950 SPARKS DR SE
GRAD RAPIDS, MI 49546
PH: 616-608-8945

4. UTILITY CONTACTS - PUBLIC:

SANITARY SEWER
YPSILANTI COMMUNITY UTILITY AUTHORITY
2777 STATE ROAD
YPSILANTI, MI 48198
ATTN:MICHAEL SHAFFER
PH: 734-484-4600
EMAIL: MSTAKING@YCUA.ORG

WATER
YPSILANTI COMMUNITY UTILITY AUTHORITY
2777 STATE ROAD
YPSILANTI, MI 48198
ATTN:MICHAEL SHAFFER
PH: 734-484-4600
EMAIL: MSTAKING@YCUA.ORG

5. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATIONS AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND LIMITED MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION SHALL NOT BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY THE OWNER'S REPRESENTATIVE OF DISCREPANCIES IN THE PLANS.
6. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS UNLESS OTHERWISE NOTED IN THE PLANS OR DIRECTED BY THE OWNER'S REPRESENTATIVE. THE ENGINEER, ARCHITECT, AND OWNER ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE LOCATION OR DEPTH OF ANY EXISTING UTILITY SHOWN OR NOT SHOWN ON THE PROJECT DRAWINGS.
7. PRE-CONSTRUCTION PHOTOGRAPHS OR VIDEO: SHOW EXISTING CONDITIONS OF ADJOINING CONSTRUCTION, INCLUDING FINISH SURFACES, THAT MIGHT BE MISCONSTRUED AS DAMAGE CAUSED BY CONSTRUCTION OPERATIONS.

01 73 00: EXECUTION

1. CONTRACTOR IS RESPONSIBLE FOR PREPARING A CONSTRUCTION PHASING PLAN FOR OWNER APPROVAL BEFORE CONSTRUCTION BEGINS.
2. CONTRACTOR SHALL MAINTAIN ACCESS TO THE EAST PARKING LOT.
3. CONTRACTOR SHALL PROVIDE A TEMPORARY ADA PATH TO CONNECT EAST PARKING LOT WITH BUILDING MAIN ENTRANCE.

02 41 13: SELECTIVE SITE DEMOLITION

1. TAKE MEASURES AS NECESSARY AND REASONABLE TO PROTECT EXISTING PROPERTY, UTILITIES, AND FEATURES FROM DAMAGE DURING DEMOLITION ACTIVITIES.
2. TEMPORARY SHORING: DESIGN, PROVIDE, AND MAINTAIN SHORING, BRACING, AND STRUCTURAL SUPPORTS AS REQUIRED TO PRESERVE STABILITY AND PREVENT MOVEMENT, SETTLEMENT, OR COLLAPSE OF CONSTRUCTION AND FINISHES TO REMAIN, AND TO PREVENT UNEXPECTED OR UNCONTROLLED MOVEMENT OR COLLAPSE OF CONSTRUCTION BEING DEMOLISHED.
3. TOPSOIL STRIPPING: STRIP THE FULL DEPTH OF TOPSOIL ONLY FROM THOSE AREAS THAT WILL BE DISTURBED BY EXCAVATION, FILLING, CONSTRUCTION, OR COMPACTION BY EQUIPMENT.
4. TEMPORARY STOCKPILES: PROTECTIVE MEASURES SHALL BE INCORPORATED BY THE CONTRACTOR TO ENSURE SAFETY AND CONTROL EROSION ASSOCIATED WITH THE TEMPORARY STOCKPILES. STOCKPILE STRIPPED TOPSOIL WITHOUT INTERMIXING WITH ANY OTHER MATERIAL - BORROW TOPSOIL TO REPLACE MATERIAL CONTAMINATED BY THE CONTRACTOR SHALL BE AT THE CONTRACTOR'S EXPENSE.
5. REMOVE: DETACH ITEMS FROM EXISTING CONSTRUCTION AND DISPOSE OF THEM OFF-SITE UNLESS INDICATED TO BE SALVAGED OR REINSTALLED.
6. REMOVE AND SALVAGE: DETACH ITEMS FROM EXISTING CONSTRUCTION, IN A MANNER TO PREVENT DAMAGE, AND DELIVER TO OWNER READY FOR REUSE. CLEAN SALVAGED ITEMS. TRANSPORT ITEMS TO OWNER'S STORAGE AREA DESIGNATED BY OWNER. PROTECT ITEMS FROM DAMAGE, LOSS, AND THEFT DURING TRANSPORT AND STORAGE.
7. REMOVE AND REINSTALL: DETACH ITEMS FROM EXISTING CONSTRUCTION, IN A MANNER TO PREVENT DAMAGE, PREPARE FOR REUSE, AND REINSTALL WHERE INDICATED.
8. EXCAVATED MATERIALS NOT NEEDED OR NOT SUITABLE FOR FILL SHALL BE DISPOSED OFFSITE.
9. DISPOSAL: ALL DEMOLITION AND REMOVED MATERIAL BECOMES THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OFF-SITE IN ACCORDANCE WITH ALL FEDERAL, STATE, AND LOCAL HAULING AND DISPOSAL REGULATIONS UNLESS DIRECTED OTHERWISE BY THE OWNER. DISPOSAL IN WETLANDS AND FLOODPLAINS IS PROHIBITED. BURNING ON-SITE IS PROHIBITED.
10. CLEAN ADJACENT STRUCTURES AND IMPROVEMENTS OF DUST, DIRT, AND DEBRIS CAUSED BY SELECTIVE DEMOLITION OPERATIONS. RETURN ADJACENT AREAS TO CONDITION EXISTING BEFORE SELECTIVE DEMOLITION OPERATIONS BEGAN.
11. SAWCUT AND REMOVE EXISTING PAVEMENT AND AGGREGATE BASE FROM PAVED AREAS TO A DEPTH NECESSARY TO CONSTRUCT THE PROPOSED CROSS SECTION AT THE PLAN FINISH GRADES. GRADE SUBGRADE TO CORRESPOND TO PROPOSED FINISH GRADE OF PAVEMENTS - MAINTAIN MINIMUM THICKNESS.

31 23 00: EXCAVATION AND FILL (EARTHWORK)

1. ONE-CALL UTILITY LOCATING: MISSDIG - 811 OR 800-482-7171. CONTRACTOR SHALL CALL AND OPEN AN EXCAVATION TICKET A MINIMUM OF 3 WORKING DAYS PRIOR TO ANY EXCAVATION. WHEN MARKINGS AND FLAGS ARE DISRUPTED OR DESTROYED - CALL FOR REMARKING. WHEN MARKINGS CONFLICT WITH EXPOSED UTILITIES, STOP WORK AND NOTIFY THE ENGINEER, THE OWNER, AND THE UTILITY OWNER IMMEDIATELY.
2. SUBMITTALS: MATERIAL TEST REPORTS FOR EACH BORROW SOIL (ONE PER SOURCE) AND EACH TYPE OF JOB EXCAVATED FILL. REPORT SHALL INCLUDE CLASSIFICATION ACCORDING TO ASTM D 2487 (USCS), SIEVE ANALYSIS (ASTM C 136), LABORATORY COMPACTION CURVE ACCORDING TO ASTM D 1557 (MODIFIED PROCTOR), AND MATERIALS CERTIFICATION.
3. IMPERVIOUS FILL: CLAYEY GRAVEL AND SAND MIXTURE CAPABLE OF COMPACTING TO A DENSE STATE.
4. GRANULAR FILL: SHARP SAND, GRAVEL, OR CRUSHED STONE THAT IS FREE FROM LUMPS OF CLAY AND SOFT OR FLAKY MATERIAL AND SHALL CONFORM TO THE GRADATION OF MDOT SPECIFICATION TABLE 902-3 FOR MDOT CLASS I UNLESS OTHERWISE STATED ON THE PLANS OR PERMITTED BY THE OWNER'S REPRESENTATIVE. MAY BE IMPORTED OR JOB EXCAVATED IF IT MEETS THE REQUIREMENTS.
5. STONE FILL: CRUSHED LIMESTONE MEETING THE REQUIREMENTS OF MDOT SPECIFICATION TABLE 902-1 AND 902-2 FOR CLASS 6A, 6AA, OR 6AAA. CRUSHED CONCRETE SHALL NOT BE USED.
6. JOB EXCAVATED FILL: ACCEPTABLE ONLY IF CLASSIFIED AS GW, GP, GM, SW, SP, AND SM ACCORDING TO ASTM D 2487 OR A COMBINATION OF THESE GROUPS AND IS FREE FROM FROZEN EARTH, BOULDERS, ROCKS, STONES LARGER THAN 2 INCH IN SIZE, DEBRIS, VEGETATION, BLUE AND GRAY CLAY, AND ORGANIC MATERIAL.
7. BEDDING FOR UTILITY STRUCTURES AND PIPING: SHALL BE GRANULAR FILL OR STONE FILL, OWNER OR CONTRACT PLAN DETAIL SHALL GOVERN.
8. BACKFILL FOR UTILITY STRUCTURES AND PIPING: SHALL BE GRANULAR FILL BENEATH PAVEMENT, WALKS, PATHS, ROADS, AND WITHIN A 1H:1V ENVELOPE OF THE EDGE OF PAVEMENT OR BACK OF CURB. MAY BE COMPACTED JOB EXCAVATED FILL IN OTHER AREAS.
9. EMBANKMENT (FILL): SOILS PLACED AND COMPACTED ABOVE ORIGINAL OR NATURAL GROUND LINE SUCH THAT FUTURE SITE IMPROVEMENTS WILL BE CONSTRUCTED ABOVE OR NEAR THE PLACED SOILS. SHALL BE GRANULAR FILL WHEN PLACED BENEATH PAVEMENT, WALKS, PATHS, ROADS, AND WITHIN A 1H:1V ENVELOPE OF THE EDGE OF PAVEMENT OR BACK OF CURB.
10. EXCAVATION (CUT): REMOVAL OF MATERIAL ENCOUNTERED ABOVE DESIGN SUBGRADE ELEVATIONS AND TO LINES AND DIMENSIONS INDICATED.
11. UNSATISFACTORY OR UNSUITABLE SOIL MATERIALS: ASTM D 2487 SOIL CLASSIFICATION GROUPS GC, SC, ML, MH, CL, CH, OL, OH, AND PT.
12. PROVIDE APPROVED BORROW SOIL MATERIALS FROM OFF-SITE WHEN SUFFICIENT APPROVED SOIL MATERIALS ARE NOT AVAILABLE FROM EXCAVATIONS. CONTRACTOR SHALL CALCULATE CUT AND FILL QUANTITIES AND SHALL IMPORT AND EXPORT MATERIALS AS NEEDED TO COMPLY WITH THE PROJECT PLANS, DETAILS, AND SPECIFICATIONS AS INCIDENTAL TO EARTHWORK UNIT PRICES AND CONTRACT AMOUNT FOR EXCAVATION AND FILL, UTILITIES INSTALLATION, AND DEMOLITION/REMOVAL.
13. TOPSOIL STRIPPING: STRIP AND SALVAGE THE FULL DEPTH OF TOPSOIL FROM AREAS REQUIRING EXCAVATION OR EMBANKMENT.
14. SALVAGE EXCAVATED MATERIALS AS NEEDED FOR USE AS FILL OR BACKFILL. SEGREGATE SALVAGED MATERIALS AND PREVENT CONTAMINATION. BORROW SOILS NEEDED TO REPLACE REJECTED MATERIALS SHALL BE AT NO ADDITIONAL COST TO THE OWNER.
15. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING A SAFE EXCAVATION AT ALL TIMES. USE SHORING, TRENCH BOXES, SLOPING, BENCHING, AND DEWATERING AS NEEDED TO ENSURE THE SAFETY OF WORKERS, INSPECTORS, TESTERS, AND OBSERVERS. UNATTENDED EXCAVATIONS SHALL BE BARRICADED AND/OR FENCED TO PREVENT ACCIDENTS - CONTRACTOR IS RESPONSIBLE FOR PUBLIC SAFETY AROUND ANY EXCAVATIONS THEY CREATE.
16. CONTRACTOR, OR THEIR SURVEYOR, SHALL CALCULATE THE SUBGRADE ELEVATION REQUIRED FOR EXCAVATION AND FILL WORK BY REFERENCING THE PROPOSED FINAL GRADE, COMPARING IT TO THE EXISTING GRADE, AND BACK-CALCULATING THE SUBGRADE ELEVATION BASED ON THE PROJECT PLANS, DETAILS, SPECIFICATIONS, AND/OR DIRECTION OF THE OWNER'S REPRESENTATIVE REGARDING THE FINISH SURFACE OR PAVEMENT CROSS SECTION.
17. SURVEYOR SHALL PROVIDE STAKING FOR GRADING, FILL THICKNESS, CUT AND FILL LIMITS, AND ANY OTHER FIELD CONTROL NEEDED TO COMPLETE THE WORK IN STRICT ACCORDANCE WITH THE CONTRACT DOCUMENTS.
18. CONTAMINATED SOILS ARE NOT ANTICIPATED TO BE ENCOUNTERED. IF CONTAMINATED SOILS ARE EXCAVATED, THEY SHALL BE ISOLATED FROM OTHER MATERIALS, PROTECTED FROM SPREADING CONTAMINANTS INTO STORM SEWERS AND WATERWAYS, AND SHALL BE DISPOSED OF ACCORDING TO LOCAL AND STATE REGULATIONS.
19. EXCAVATE TO INDICATED ELEVATIONS AND DIMENSIONS WITHIN A TOLERANCE OF PLUS OR MINUS 0.10-FEET.
20. EXCAVATED MATERIALS SHALL BE PLACED ON THE UPHILL SIDES OF TRENCHES, WHERE POSSIBLE, AND SHALL BE SET BACK 10 FEET FROM THE TRENCH.
21. TRENCH OR EXCAVATE TO ALLOW FOR PROPER PIPE LINE AND GRADE, UTILITY STRUCTURE INSTALLATION, BRACING AND SHORING (IF NEEDED), AND TO ALLOW FOR THE PROPOSED PAVEMENT OR RESTORATION CROSS-SECTION PER THE PLANS. EXCESS EXCAVATION, NOT DIRECTED BY THE OWNER'S REPRESENTATIVE AND NOT NEEDED TO INSTALL UTILITIES OR SITE IMPROVEMENTS SHALL BE BACKFILLED WITH COMPACTED GRANULAR FILL AT THE CONTRACTOR'S EXPENSE. SOFT OR WET TRENCH SUBGRADE SHALL BE REMOVED AND BACKFILLED WITH COMPACTED GRANULAR FILL.
22. PROTECT BENCHMARKS, FENCES, STRUCTURES, UTILITIES, PAVEMENTS, PROTECTION ZONES, PLANTS/LANDSCAPING, AND OTHER FACILITIES FROM DAMAGE CAUSED BY SETTLEMENT, LATERAL MOVEMENT, UNDERMINING, WASHOUT, AND OTHER HAZARDS CREATED BY EARTH MOVING OPERATIONS.
23. DRIED OR CRUSTED COHESIVE SOILS SHALL BE PLOWED, DISKED OR OTHERWISE BROKEN UP BEFORE COMPACTION. IF WATER IS ADDED TO FILLS, THE LAYER SHALL BE SPREAD IN EVEN LIFTS, MOISTENED AS NECESSARY, THOROUGHLY MIXED, AND COMPACTED.
24. PRIOR TO PLACING ANY SOIL MATERIAL OR PAVEMENTS, THE UNDERLYING COURSE OR SUBGRADE SHALL BE CLEANED OF ALL FOREIGN/ORGANIC SUBSTANCES, ALL FROZEN MATERIALS REMOVED, AND THE SURFACE SHALL MEET COMPACTION AND SURFACE TOLERANCES. PLACEMENT OF SUBSEQUENT LAYERS OF SOIL MATERIAL SHALL NOT BE PERFORMED UNTIL THE UNDERLYING MATERIAL HAS BEEN VERIFIED AND ACCEPTED BY THE TESTING AGENCY TO HAVE MET THE CONDITION, GRADATION, WATER CONTENT, AND COMPACTION AS REQUIRED BY THE DESIGN.
25. FILL AND BACKFILL MATERIALS SHALL BE PLACED UNIFORMLY ON AN ACCEPTABLE SOIL SURFACE AND COMPACTED IN 8-INCH LIFTS UNLESS THE CONTRACTOR CAN DEMONSTRATE TO THE OWNER'S REPRESENTATIVE THAT ACCEPTABLE COMPACTION CAN BE ACHIEVED IN THICKER LIFTS.
26. COMPACTION EQUIPMENT: SHEEPSFOOT ROLLER FOR COHESIVE MATERIALS; VIBRATORY FOR GRANULAR MATERIALS (SAND, STONE, AND GRAVEL). WORK FROM OUTSIDE TO THE CENTER WITH ROLLERS, OVERLAPPING ON SUCCESSIVE TRIPS AT LEAST ONE-HALF THE WIDTH OF THE ROLLER. ALTERNATE TRIPS OF THE ROLLER SHALL BE SLIGHTLY DIFFERENT LENGTHS.
27. PLACE EMBANKMENT AND BACKFILL AT OPTIMAL DENSITY TO ACHIEVE MINIMUM COMPACTION. WET OR SLOPPY BACKFILL SHALL NOT BE PERMITTED. FILL AND BACKFILL SHALL BE PLACED WITH A WATER CONTENT OF PLUS OR MINUS 2% OF THE OPTIMUM (ASTM D 1557).
28. MAXIMUM UNIT WEIGHT SHALL BE DETERMINED BY ASTM D 1557 (MODIFIED PROCTOR), AASHTO DESIGNATION T-180, OR BY THE CONE DENSITY METHOD DEVELOPED BY MDOT, AS DIRECTED BY THE OWNER'S REPRESENTATIVE.
29. COMPACT SUBGRADE AND EMBANKMENTS TO 95% UNLESS OTHERWISE INDICATED ON PLANS AND DETAILS. COMPACTION SHALL BE MEASURED RELATIVE TO THE MAXIMUM DRY DENSITY PER ASTM D 1557 (MODIFIED PROCTOR METHOD).
30. TESTING AGENCY SHALL PERFORM IN-PLACE DENSITY CHECKS (ASTM D1556 - SAND CONE OR ASTM D6938 - NUCLEAR GAUGE) AT THE FOLLOWING INTERVALS: UNDER SIDEWALK: 1 PER 100 SFT; UNDER ROADS AND PARKING LOTS: 1 PER 500 SFT, UTILITY TRANCHES 1 PER 100 FT OF PIPE. TESTING AGENCY HAS AUTHORITY TO STOP OR REJECT WORK FOR QUALITY ON BEHALF OF THE OWNER.
31. GRADE AREAS TO A SMOOTH SURFACE. SLOPE GRADES TO DIRECT WATER AWAY FROM BUILDINGS AND STRUCTURES TO PREVENT PONDING. FINISH SUBGRADES TO REQUIRED ELEVATIONS WITHIN THE FOLLOWING TOLERANCES: UNPAVED AREAS: PLUS OR MINUS 1 INCH. WALKS: PLUS OR MINUS 1 INCH. PAVEMENTS: PLUS OR MINUS 1/2 INCH.
32. SURPLUS EXCAVATED MATERIAL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY BY THE CONTRACTOR.
33. UNSATISFACTORY SOIL AND WASTE MATERIAL SHALL BE REMOVED. INCLUDING TRASH, AND DEBRIS, AND LEGALLY DISPOSED OF OFF THE OWNER'S PROPERTY.

32 11 00: BASE COURSES

1. THIS SECTION SHALL SPECIFY BASE COURSES: THE SAND OR STONE AGGREGATE LAYER DIRECTLY BENEATH ALL SITE CONCRETE AND ASPHALT PAVING TO BE INSTALLED.
2. SUBMITTALS: MATERIAL TEST REPORTS FOR EACH BORROW SOIL (ONE PER SOURCE) AND EACH TYPE OF JOB EXCAVATED FILL. REPORT SHALL INCLUDE CLASSIFICATION ACCORDING TO ASTM D 2487 (USCS), SIEVE ANALYSIS (ASTM C 136), LABORATORY COMPACTION CURVE ACCORDING TO ASTM D 1557 (MODIFIED PROCTOR), AND MATERIALS CERTIFICATION.
3. AGGREGATE BASE COURSE: SALVAGED AGGREGATE ONLY AS APPROVED BY THE OWNER'S REPRESENTATIVE AND/OR CRUSHED LIMESTONE MEETING THE SPECIFIED GRADATION.
4. GRANULAR BASE COURSE/SUBBASE: SHARP SAND, GRAVEL, OR CRUSHED STONE THAT IS FREE FROM LUMPS OF CLAY AND SOFT OR FLAKY MATERIAL AND SHALL CONFORM TO THE GRADATION OF MDOT SPECIFICATION TABLE 902-3 FOR MDOT CLASS I UNLESS OTHERWISE STATED ON THE PLANS OR PERMITTED BY THE OWNER'S REPRESENTATIVE.
5. UNDERLYING SUBGRADE SHALL BE GRADED TO CORRESPOND TO PROPOSED FINISH GRADE OF THE PAVEMENTS, CONFORM TO THE LINES, GRADES, AND CROSS SECTION SHOWN, AND DRAIN TOWARDS STORM WATER COLLECTION SYSTEM (CATCH BASINS, INLETS, CURB CUTS, SWALES, SPILLWAYS, ETC.) WHILE MEETING THE MINIMUM THICKNESS PER THE PAVEMENT DETAIL.
6. AVERAGE JOB THICKNESS OF COMPACTED MATERIAL SHALL BE WITHIN 1/4 INCH OF THE DESIGN THICKNESS. CORRECT DEFICIENCIES BY SCARIFYING, ADDING MATERIAL, REBLADING, AND RECOM

32 12 16: ASPHALT PAVING

1. THIS SECTION INCLUDES BITUMINOUS CONCRETE (ASPHALT) ROADS, PARKING LOTS, DRIVEWAYS, OVERLAYS, AND SHARED USE PATHS.
2. HOT-MIX ASPHALT SHALL MEET MATERIALS, WORKMANSHIP, AND APPLICABLE REQUIREMENTS OF MDOT SPECIFICATIONS, EXCEPT AS MODIFIED BELOW.
3. SUBMITTALS: PRODUCT DATA FOR EACH TYPE OF PRODUCT. JOB MIX DESIGN INCLUDING CERTIFICATIONS AND SOURCES SHALL BE SUBMITTED TO THE OWNER'S REPRESENTATIVE FOR APPROVAL. SUBMIT AN ASPHALT QUALITY CONTROL PLAN FOR APPROVAL PRIOR TO PAVING. SUBMIT COPIES OF ALL TEST RESULTS FOR EMULSIFIED ASPHALT, BITUMINOUS MATERIALS, AND CERTIFIED COPIES OF THE MANUFACTURER'S TEST REPORTS INDICATING TEMPERATURE VISCOSITY RELATIONSHIP FOR CUTBACK ASPHALT AND COMPLIANCE WITH APPLICABLE SPECIFIED REQUIREMENTS.
4. AGGREGATES, COARSE AND FINE, SHALL COMPLY WITH MDOT SECTION 902.09. MINERAL FILLER SHALL COMPLY WITH MDOT SPECIFICATION 902.11.
5. BINDER SHALL BE PG 64-28. TACK COAT SHALL BE SS-1H IN ACCORDANCE WITH MDOT SPECIFICATION TABLE 904-2.
6. MDOT MARSHALL MIX DESIGNS SHALL COMPLY WITH THE DESIGN CRITERIA AND VOLUMETRIC PROPERTIES OF MDOT SPECIAL PROVISION 20SP-501G-01, AVAILABLE UPON REQUEST.
7. MDOT SUPERPAVE MIX DESIGNS AND AGGREGATES SHALL COMPLY WITH MDOT SECTIONS 501 AND 902.
8. ENVIRONMENTAL FACTORS FOR MATERIAL PLACEMENT. DO NOT PLACE THE HOT-MIX ASPHALT UPON A WET SURFACE OR WHEN THE SURFACE TEMPERATURE OF THE UNDERLYING COURSE IS LESS THAN 45°F. THE TEMPERATURE REQUIREMENTS MAY BE WAIVED BY THE OWNER, IF REQUESTED; HOWEVER, ALL OTHER REQUIREMENTS, INCLUDING COMPACTION, SHALL BE MET. APPLY BITUMINOUS COAT ONLY WHEN THE SURFACE TO RECEIVE THE COAT IS DRY. APPLY COAT ONLY WHEN THE ATMOSPHERIC TEMPERATURE IN THE SHADE IS 50 DEGREES OR ABOVE WHEN THE TEMPERATURE HAS NOT BEEN BELOW 35 DEGREES F FOR THE 12 HOURS PRIOR TO APPLICATION.
9. ASPHALT PATCHING. SAWCUT PERIMETER OF PATCH EXTENDING 12 INCHES INTO SOUND MATERIAL. APPLY TACK COAT TO VERTICAL SURFACES. FILL WITH HOT MIX ASPHALT BASE COURSE MIX FOR FULL DEPTH AND COMPACT FLUSH WITH ADJACENT SURFACE WHILE STILL BOT.
10. SURFACE PREPARATION. PROOFROLL AGGREGATES PRIOR TO PAVING; PERFORM SUBGRADE UNDERCUT AND/OR AGGREGATE REPLACEMENT AND COMPACTION AS NEEDED FOR A STABLE PAVING SURFACE. APPLY TACK COAT UNIFORM RATE OF 0.05 TO 0.15 GALLONS PER SQUARE YARD TO EXISTING PAVEMENTS AND ALLOW TO CURE. IMMEDIATELY BEFORE APPLYING THE BITUMINOUS COAT, REMOVE ALL LOOSE MATERIAL, DIRT, CLAY, OR OTHER OBJECTIONABLE MATERIAL FROM THE SURFACE.
11. ASPHALT PLACEMENT: PLACE AND COMPACT THE MIX AT A TEMPERATURE SUITABLE FOR OBTAINING DENSITY, SURFACE SMOOTHNESS, AND OTHER SPECIFIED REQUIREMENTS. UPON ARRIVAL, PLACE THE MIXTURE TO THE FULL WIDTH BY AN ASPHALT PAVER; IT SHALL BE STRUCK OFF IN A UNIFORM LAYER OF SUCH DEPTH THAT, WHEN THE WORK IS COMPLETED, IT WILL HAVE THE REQUIRED THICKNESS AND CONFORM TO THE GRADE AND CONTOUR INDICATED. REGULATE THE SPEED OF THE PAVER TO ELIMINATE PULLING AND TEARING OF THE ASPHALT MAT. PROMPTLY CORRECT SURFACE IRREGULARITIES IN PAVING COURSE BEHIND PAVER. UNLESS OTHERWISE PERMITTED, PLACEMENT OF THE MIXTURE SHALL BEGIN ALONG THE CENTERLINE OF A CROWNED SECTION OR ON THE HIGH SIDE OF AREAS WITH A ONE-WAY SLOPE.
12. APPLICATION RATES. PLACE HMA IN THE FOLLOWING APPLICATION RATES (POUNDS PER SQUARE YARD) AND THICKNESS (COMPACTED), BASED ON THE MDOT 2020 LAP HMA SELECTION GUIDELINES:
    A. 5EML: 165 - 220 (1.5 TO 2.0 INCHES)
    B. 4EML 165 - 275 (1.5 TO 2.50 INCHES)
13. PLACE THE MIXTURE IN CONSECUTIVE ADJACENT STRIPS HAVING A MINIMUM WIDTH OF 10 FEET. THE LONGITUDINAL JOINT IN ONE COURSE SHALL OFFSET THE LONGITUDINAL JOIN IN THE COURSE IMMEDIATELY BELOW BY AT LEAST 1 FOOT; HOWEVER, THE JOINT IN THE SURFACE COURSE SHALL BE AT THE CENTERLINE OF THE PAVEMENT. TRANSVERSE JOINT IN ADJACENT LANES SHALL BE OFFSET A MINIMUM OF 10 FEET. ON ISOLATED AREAS WHERE IRREGULARITIES OR UNAVOIDABLE OBSTACLES MAKE THE USE OF MECHANICAL SPREADING AND FINISHING EQUIPMENT IMPRACTICAL, THE MIXTURE MAY BE SPREAD AND LUTED BY HAND TOOLS.
14. COMPACTION. COMPACT TO 92.0% TO 98.0% OF THEORETICAL MAXIMUM DENSITY OF THE DELIVERED MATERIAL. AFTER PLACING, THE MIXTURE SHALL BE THOROUGHLY AND UNIFORMLY COMPACTED BY ROLLING. COMPACT THE SURFACE AS SOON AS POSSIBLE WITHOUT CAUSING DISPLACEMENT, CRACKING OR SHOVING, BEFORE THE MIXTURE COOLS BELOW 185°F. THE SEQUENCE OF ROLLING OPERATIONS AND THE TYPE OF ROLLERS USED SHALL BE AT THE DISCRETION OF THE CONTRACTOR. THE SPEED OF THE ROLLER SHALL, AT ALL TIMES, BE SUFFICIENTLY SLOW TO AVOID DISPLACEMENT OF THE HOT MIXTURE AND BE EFFECTIVE IN COMPACTION. PERFORM BREAKDOWN ROLLING, THEN INTERMEDIATE ROLLING, AND FINISH ROLLING WHILE THE MIXTURE IS STILL HOT TO ACHIEVE REQUIRED DENSITY AND REMOVE ROLLER MARKS. PERFORM COMPACTION OF THE MAT AND SHAPE/BEVEL EDGES WHILE THE MIXTURE IS STILL HOT. PROTECT THE MAT AFTER FINAL ROLLING WITH BARRICADES TO PREVENT VEHICULAR TRAFFIC UNTIL COOLED AND HARDENED.
15. ANY DISPLACEMENT OCCURRING AS A RESULT OF REVERSING THE DIRECTION OF THE ROLLER, OR FROM ANY OTHER CAUSE, SHALL BE CORRECTED AT ONCE. FURNISH SUFFICIENT ROLLERS TO HANDLE THE OUTPUT OF THE PLANT. CONTINUE ROLLING UNTIL THE SURFACE IS OF UNIFORM TEXTURE, TRUE TO GRADE AND CROSS SECTION, AND THE REQUIRED FIELD DENSITY IS OBTAINED. TO PREVENT ADHESION OF THE MIXTURE TO THE ROLLER, KEEP THE WHEELS PROPERLY MOISTENED BUT WITHOUT EXCESSIVE WATER. IN AREAS NOT ACCESSIBLE TO THE ROLLER, THE MIXTURE SHALL BE THOROUGHLY COMPACTED WITH HAND TAMPERS.
16. CORRECTIONS. ANY MIXTURE THAT BECOMES LOOSE AND BROKEN, MIXED WITH DIRT, CONTAINS CHECK-CRACKING, OR IS IN ANY WAY DEFECTIVE SHALL BE REMOVED FULL DEPTH, REPLACED WITH FRESH HOT MIXTURE AND IMMEDIATELY COMPACTED TO CONFORM TO THE SURROUNDING AREA. THIS WORK SHALL BE DONE AT THE CONTRACTOR'S EXPENSE. SKIN PATCHING WILL NOT BE ALLOWED.
17. PAVEMENT THICKNESS TOLERANCE. BASE AND LEVELLING COURSES SHALL BE PLACED AND COMPACTED WITHIN 1/2 INCH OF THE DESIGN COURSE THICKNESS. WEARING COURSES SHALL BE PLACED AND COMPACTED WITHIN 1/4 INCH OF THE DESIGN COURSE THICKNESS. TOTAL VARIATION SHALL BE LESS THAN 1/4-INCH. CORE FOR THICKNESS TWICE PER DAY, FILL CORE HOLES WITH HMA AND COMPACT.
18. PAVEMENT SURFACE SMOOTHNESS. COMPACT EACH COURSE TO PRODUCE A SURFACE SMOOTHNESS WITHIN THE FOLLOWING TOLERANCES AS DETERMINED BY USING A 10-FOOT STRAIGHTEDGE APPLIED TRANSVERSELY OR LONGITUDINALLY TO PAVED AREAS. BASE COURSE AND LEVELLING COURSE SHALL BE PLUS OR MINUS 0.25-INCH. WEARING COURSE SHALL BE PLUS OR MINUS 0.125-INCH. CROWNED SURFACES: TEST WITH CROWNED TEMPLATE CENTERED AND AT RIGHT ANGLE TO CROWN. MAXIMUM ALLOWABLE VARIANCE FROM TEMPLATE IS 1/4 INCH.
19. DENSITY TESTING. TESTING AGENCY SHALL TEST AT LEAST ONCE PER 6,000 SQUARE FEET OF PLACEMENT AT LEAST 4 TIMES PER DAY. TESTING SHALL BE BY NUCLEAR GAUGE PER ASTM D2950.
20. ROLLING METHOD. MEASURE AND DOCUMENT EACH PASS OF THE FINISH ROLLER UNTIL THE IN-PLACE DENSITY, MEASURED WITH THE NUCLEAR GAUGE, INDICATES A DECREASE IN VALUE. THE PREVIOUS RECORDED DENSITY SHALL BE DEEMED OPTIMAL AND USED AS THE MAXIMUM DENSITY FOR THE DAY. IF ROLLING METHOD IS USED TO DETERMINE MAXIMUM DENSITY, ACCEPTABLE RANGE FOR COMPACTION SHALL BE 97.0%-98.0% OF MAXIMUM.
21. NON-CONFORMING ASPHALT WILL BE REJECTED AND THE CONTRACTOR SHALL REMOVE AND REPLACE WITH CONFORMING MATERIALS AT HIS EXPENSE.
22. SAMPLE AND TEST FOR % BITUMEN AND SIEVE PER ASTM D2172 ONCE PER 250 TONS OF PLACED MATERIAL.
23. OWNER MAY ADJUST FINAL PAYMENT FOR PARAMETERS OUT OF SPECIFICATION IN ACCORDANCE WITH MDOT SPECIAL PROVISION 20SP-501I-01 'ACCEPTANCE OF HOT MIX ASPHALT MIXTURE ON LOCAL AGENCY PROJECTS', AVAILABLE UPON REQUEST.
24. BITUMINOUS TACK AND PRIME COATS SHALL MEET REQUIREMENTS OF MDOT DIVISION 9.

32 13 13: CONCRETE PAVING

1. THIS SECTION SHALL SPECIFY CONCRETE WALKS AND APPROACHES, AND CONCRETE CURB AND GUTTER.
2. CONCRETE WORK SHALL MEET THE REQUIREMENTS OF MDOT DIVISION 10, ACI 301 'SPECIFICATIONS FOR STRUCTURAL CONCRETE', AND THE REQUIREMENTS BELOW.
3. SUBMIT EACH PRODUCT FOR APPROVAL PRIOR TO PLACEMENT. SUBMITTALS SHALL INCLUDE STRENGTH TESTS WITHIN 6 MONTHS, AIR CONTENT, SLUMP, WATER TO CEMENT RATIO, AND CEMENTITIOUS MATERIAL CERTIFICATES.
4. MIX DESIGNS SHALL MEET MINIMUM COMPRESSIVE STRENGTH AS NOTED IN THE PLANS AND DETAILS. MIXTURES SHALL BE IN ACCORDANCE WITH MDOT TABLE 1004-1.
5. AIR CONTENT SHALL BE BETWEEN 5.5 TO 8.5 PERCENT, BASED ON MEASUREMENTS MADE IMMEDIATELY AFTER DISCHARGED FROM THE MIXER.
6. SLUMP SHALL BE IN ACCORDANCE WITH MDOT TABLE 1004-1 AND IF ADMIXTURES ARE USED, SHALL BE CLASSIFIED PER MDOT SECTION 903.
7. WATER TO CEMENTITIOUS MATERIAL RATIO SHALL BE 0.45.
8. CEMENTITIOUS MATERIAL MUST BE AT LEAST 60% TYPE I (ASTM C150) PORTLAND CEMENT OR TYPE IL (ASTM C595) PORTLAND-LIMESTONE CEMENT. CEMENTITIOUS MATERIALS MAY CONTAIN SLAG CEMENT (ASMT C989 GRADE 100) OR FLY ASH (ASMT C618 CLASS F OR C). CEMENTITIOUS MUST PREVENT ALKALI-SILICA REACTIVITY (ASR) AND CONTRACTOR SHALL DEMONSTRATE USING CERTIFIED AND RECENT TEST RESULTS ON THE PROPOSED CEMENTITIOUS MATERIALS.
9. WHITE CURING COMPOUND SHALL BE ASTM C 309, TYPE 2.
10. TRANSPARENT CURING COMPOUND SHALL BE ASTM C 309, TYPE 1-D, CLASS B WITH FUGITIVE DYE.
11. REINFORCEMENT BARS AND STEEL SHALL CONFORM TO MDOT SECTIONS 905 AND 914.
12. REMOVAL OF EXISTING CONCRETE CURB AND GUTTER, CONCRETE SLAB AND CONCRETE SIDEWALK SHALL BE TO THE NEXT CLOSEST JOINT OUTSIDE OF THE PLANNED REMOVAL AREA.
13. CONCRETE CURB AND GUTTER REPLACED DURING CONSTRUCTION SHALL MATCH THE CROSS SECTION OF THE REMAINING CONCRETE CURB AND GUTTER.
14. REPLACEMENT PAVEMENT SECTIONS SHALL MATCH OR EXCEED EXISTING CROSS SECTION.
15. FINAL PAVEMENT ELEVATIONS SHALL COINCIDE WITH PRE-EXISTING ADJOINING SURFACE ELEVATIONS AND PRE-EXISTING SURFACE DRAINAGE SLOPES SHALL BE MAINTAINED UNLESS ALTERATIONS ARE CALLED OUT ON THE PLANS OR DIRECTED BY THE OWNER'S REPRESENTATIVE.
16. UNDER OWNER'S REPRESENTATIVE OBSERVANCE, PROOF-ROLL SUBGRADE. SOFT POCKETS AND RUTTING AREAS SHALL BE REPAIRED BY FOLLOWING 'SUBGRADE UNDERCUT'
17. PLACE AND COMPACT BASE COURSE(S) PER THE PLAN DETAIL. FACILITATE DENSITY TESTING DURING BASE COURSE PLACEMENT.
18. WEATHER RESTRICTIONS: DO NOT PLACE CONCRETE WHEN THE AIR TEMPERATURE REACHES 40 DEGREES F AND IS FALLING, OR IS ALREADY BELOW THAT POINT. MAKE PROVISIONS TO PROTECT THE CONCRETE FROM FREEZING DURING THE SPECIFIED CURING PERIOD. THE TEMPERATURE OF THE CONCRETE AS PLACED SHALL NOT EXCEED 90 DEGREES F. THE MIXING WATER AND/OR AGGREGATES SHALL BE COOLED, IF NECESSARY, TO MAINTAIN A SATISFACTORY PLACING TEMPERATURE. FOLLOW PROCEDURES RECOMMENDED IN ACI 305R 'HOT WEATHER CONCRETING.' CONCRETE SHALL NOT BE PLACED DURING RAIN EVENTS THAT WOULD SATURATE THE CONCRETE UNLESS OWNER-APPROVED ADEQUATE MEASURES ARE TAKEN BY THE CONTRACTOR TO ENSURE THE QUALITY OF THE PRODUCT.
19. CURING AND PROTECTION: FOLLOW ACI 308R 'GUIDE TO CURING CONCRETE.' PROTECT CONCRETE AGAINST LOSS OF MOISTURE AND RAPID TEMPERATURE CHANGES FOR AT LEAST 7 DAYS FROM THE BEGINNING OF THE CURING OPERATION. PROTECT UNHARDENED CONCRETE FROM RAIN AND FLOWING WATER. ALL EQUIPMENT NEEDED FOR ADEQUATE CURING AND PROTECTION OF THE CONCRETE SHALL BE ON HAND AND READY FOR USE BEFORE ACTUAL CONCRETE PLACEMENT BEGINS. PROTECTION SHALL BE PROVIDED AS NECESSARY TO PREVENT CRACKING OF THE PAVEMENT DUE TO TEMPERATURE CHANGES AND MOISTURE DURING THE CURING PERIOD. INADEQUATE CURING SHALL BE GROUND FOR REJECTION OF THE WORK AND REMOVAL AND REPLACEMENT BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
20. TESTING AGENCY SHALL PERFORM ALL TESTS AND MAY STOP OR REJECT WORK OR PRODUCTS NOT MEETING PROJECT REQUIREMENTS.
21. TESTING AGENCY SHALL CREATE 1 SET OF 4 COMPRESSIVE STRENGTH CYLINDERS EVERY 50 CY, AT LEAST TWICE PER DAY PER ASTM C 172 AND ASTM C 31. CONTRACTOR SHALL CREATE ADDITIONAL TEST CYLINDERS FOR VERIFICATION OF THE TESTING AGENCY'S RESULTS.
22. STRENGTH TESTING: EACH RESULT SHALL BE THE AVERAGE OF 2 TEST CYLINDERS FROM THE SAME SAMPLE TESTED AT 28-DAYS, UNLESS OTHERWISE SPECIFIED OR APPROVED. CONCRETE SPECIFIED ON THE BASIS OF COMPRESSIVE STRENGTH WILL BE CONSIDERED SATISFACTORY IF THE AVERAGES OF ALL SETS OF THREE CONSECUTIVE STRENGTH TEST RESULTS EQUAL OR EXCEED THE SPECIFIED STRENGTH, AND NO INDIVIDUAL STRENGTH TEST RESULT FALLS BELOW THE SPECIFIED STRENGTH BY MORE THAN 500 PSI.
23. AIR CONTENT: TWO (2) ASTM C173/C173M TESTS PER CLASS OF CONCRETE DURING EACH SHIFT WITH ADDITIONAL TESTS WHEN WORKABILITY IS VARIABLE. IF RESULTS ARE OUT OF TOLERANCE, THE CONTRACTOR SHALL TAKE APPROPRIATE ACTION TO HAVE THE AIR CONTENT CORRECTED AT THE PLANT. ADDITIONAL TESTS FOR AIR CONTENT WILL BE PERFORMED ON EACH TRUCKLOAD OF MATERIAL UNTIL SUCH TIME AS THE AIR CONTENT IS WITHIN THE TOLERANCE SPECIFIED.
24. SLUMP TEST: TWO (2) SLUMP TESTS SHALL BE MADE OF EACH CLASS OF CONCRETE FOR EVERY 250 CUBIC YARDS, OR FRACTION THEREOF, OF CONCRETE PLACED DURING EACH SHIFT. ADDITIONAL TESTS SHALL BE PERFORMED WHEN EXCESSIVE VARIATION IN THE WORKABILITY OF THE CONCRETE IS NOTED OR WHEN EXCESSIVE CRUMBLING OR SLUMPING IS NOTED ALONG THE EDGES OF SLIP-FORMED CONCRETE.
25. THICKNESS EVALUATION: THE ANTICIPATED THICKNESS OF THE CONCRETE SHALL BE DETERMINED PRIOR TO PLACEMENT BY PASSING A TEMPLATE THROUGH THE FORMED SECTION OR BY MEASURING THE DEPTH OF OPENING OF THE EXTRUSION TEMPLATE OF THE CURB FORMING MACHINE. IF A SLIP FORM PAVER IS USED FOR PLACEMENT, THE SUBGRADE SHALL BE TRUE TO GRADE PRIOR TO CONCRETE PLACEMENT AND THE THICKNESS WILL BE DETERMINED BY MEASURING EACH EDGE OF THE COMPLETED SLAB.
26. CONCRETE REJECTED PRIOR TO PLACEMENT SHALL BE REMOVED FROM THE SITE. CONCRETE REJECTED AFTER PLACEMENT SHALL BE SAWCUT (FULL DEPTH) AND REMOVED FROM THE SITE AND REPLACED IN KIND WITH ACCEPTABLE MATERIALS WHICH MEET THE CONTRACT REQUIREMENTS UNLESS A PRICE ADJUSTMENT IS ACCEPTED BY THE OWNER.
27. DO NOT DISCHARGE CONCRETE/GROUT WASHOUT INTO STORM DRAINS OR SEWERS. PERFORM WASHING OF CONCRETE TRUCKS IN DESIGNATED AREAS OR AT AN APPROVED OFFSITE LOCATION.
28. CONCRETE DISCHARGE AREAS SHALL BE 50 FEET FROM STORM DRAINS, BODIES OF WATER AND DITCHES, SHALL BE LINED TO PREVENT SEEPAGE, AND SHALL BE IN A PIT TO PREVENT RUN-OFF OF WASTE WATER.
29. ONCE CONCRETE WASHOUT HAS HARDENED, BREAK UP AND DISPOSE OF PROPERLY. DISPOSAL OF HARDENED CONCRETE/GROUT SHOULD OCCUR ON A REGULAR BASIS. WASHOUT FACILITIES MUST BE CLEANED, OR NEW FACILITIES PROVIDED ONCE THE WASHOUT AREA IS 75% FULL.
30. CONCRETE JOINTS AND SEALANT: ALL JOINTS SHALL BE SAWCUT NO LATER THAN 12 HOURS AFTER POURING. JOINT SPACING AND PATTERN SHALL COMPLY WITH ACI 301.
31. CONCRETE JOINT FILLER SEALANT SHALL BE ASTM D 6690 TYPE II COMPLIANT WITH MDOT SECTION 914.04.
32. JOINTS SHALL BE CONSTRUCTED, SAWED, AND SEALED IN ACCORDANCE WITH MDOT SECTION 602, INCIDENTAL TO THE CONCRETE WORK.
33. CURING PERIOD: FOLLOWING APPLICATION OF THE MATERIAL MAINTAIN PROTECTIVE MEASURES TO PROVIDE SUFFICIENT TIME TO ALLOW THE SEALANT TO BE TACK FREE.
34. TRAFFIC CONTROL: KEEP TRAFFIC OFF SURFACES FRESHLY TREATED WITH SEALANT. PROVIDE SUFFICIENT WARNING SIGNS AND BARRICADES SO THAT TRAFFIC WILL NOT TRAVEL OVER FRESHLY TREATED SURFACES.

32 90 00: PLANTING (RESTORATION)

1. THIS SECTION INCLUDES GRASSES, GEOTEXTILE LINER, TOPSOIL, FERTILIZERS, AND MULCHES.
2. SUBMIT RESTORATION PROCEDURE, SEEDS, FERTILIZERS, GEOSYNTHETICS, TOPSOIL ANALYSIS, MULCH SAMPLES AND/OR PLANTS FOR APPROVAL PRIOR TO EXECUTING THE WORK.
3. ALL DISTURBED UNPAVED LAWN AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL, THE CONTRACTOR MAY USE SOD, SEED AND MULCH, OR HYDROSEED, UNLESS OTHERWISE NOTED. THESE AREAS SHALL BE WATERED BY THE CONTRACTOR UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.
4. ALL PLANTINGS AND RESTORED AREAS SHALL BE MAINTAINED AND WARRANTIED BY THE CONTRACTOR FOR ONE YEAR UNLESS EXPLICITLY DIRECTED OTHERWISE BY THE OWNER.
5. TOPSOIL SHALL BE ASTM D 5268, PH RANGE OF 5.5 TO 7.0, 5 PERCENT ORGANIC MATERIAL MINIMUM, FREE OF STONES 1 INCH OR LARGER IN ANY DIMENSION, AND OTHER EXTRANEOUS MATERIALS HARMFUL TO PLANT GROWTH.
6. BEFORE SPREADING THE TOPSOIL, ENSURE THAT ALL NECESSARY EROSION AND SEDIMENT CONTROL PRACTICES ARE IN PLACE AND FUNCTIONING PROPERLY. THESE PRACTICES MUST BE MAINTAINED UNTIL THE SITE IS PERMANENTLY STABILIZED.
7. GRADING: MAINTAIN GRADES ON THE AREAS TO BE TOPSOILED ACCORDING TO THE APPROVED PLAN AND DO NOT ALTER THEM BY ADDING TOPSOIL.
8. IMMEDIATELY PRIOR TO SPREADING THE TOPSOIL, LOOSEN OR SCARIFY THE SUBGRADE TO THE SPECIFIED DEPTH.
9. TOPSOIL SHALL NOT BE SPREAD WHILE IT IS FROZEN OR MUDDY OR WHEN THE SUBSOIL IS FROZEN OR MUDDY.
10. COMPACT THE TOPSOIL ENOUGH TO ENSURE GOOD CONTACT WITH THE UNDERLYING SOIL, BUT AVOID EXCESSIVE COMPACTION, AS IT INCREASES RUNOFF AND INHIBITS SEED GERMINATION AND SEEDLING GROWTH.
11. ALL PROPOSED SLOPES ARE TO BE GRADED TO 4H:1V OR FLATTER, UNLESS OTHERWISE INDICATED ON PLANS.
12. SPOT ELEVATIONS SHOWN INDICATE FINISHED PAVEMENT ELEVATIONS OR TOP OF TOPSOIL ELEVATION UNLESS OTHERWISE NOTED. ELEVATIONS SHOWN AT STRUCTURES ARE TO FINISH GRADE UNLESS OTHERWISE INDICATED.
13. FINISH GRADING SHALL BE COMPLETED ACCORDING TO THE GRADING PLAN CONTOURS AND SPOT GRADES. THE CONTRACTOR SHALL UNIFORMLY GRADE AREAS WITHIN LIMITS OF GRADING, INCLUDING ADJACENT TRANSITION AREAS. PROVIDE A SMOOTH FINISHED SURFACE WITHIN SPECIFIED TOLERANCES, WITH UNIFORM LEVELS OR SLOPES BETWEEN POINTS, WHERE ELEVATIONS ARE SHOWN, OR BETWEEN SUCH POINTS, AND EXISTING GRADES. AREAS THAT HAVE BEEN FINISH GRADED SHALL BE PROTECTED FROM SUBSEQUENT CONSTRUCTION OPERATIONS.
14. AFTER THE SITE GRADING IS COMPLETED, IF EXCESS SOIL MATERIAL OR DEMOLITION DEBRIS EXISTS, THE CONTRACTOR SHALL DISPOSE OF ALL EXCESS SOIL AND DEBRIS MATERIAL IN A MANNER ACCEPTABLE TO THE OWNER AND THE REGULATING AGENCIES INVOLVED.
15. DISTURBED AREAS SHALL BE SLOPED AND GRADED TO RESTORE ORIGINAL DRAINAGE PATTERNS, OR PROVIDE POSITIVE DRAINAGE WHERE NEEDED.
16. RESTORATION OF NON-PAVED AREAS SHALL BE WITH SALVAGED OR IMPORTED TOPSOIL AND PLANTED IN ACCORDANCE WITH THE LANDSCAPE PLANS OR SEEDED AND MULCHED. SEEDED SLOPES STEEPER THAN 1V:6H SHALL BE STABILIZED WITH SEED AND STAKED MULCH BLANKETS.

33 10 00: WATER UTILITIES

1. REFER TO SHEET FOR WATER MAIN NOTES AND SPECIFICATIONS.

33 40 00: STORM DRAINAGE UTILITIES

1. SUBMITTALS: FOR EACH PRODUCT: PIPE - PRODUCT DATA, STRUCTURES, CASTINGS, COVERS, AND GRATES - SHOP DRAWINGS. CERTIFICATES FOR ALL MATERIALS. PIPE TELEVISING VIDEOS.
2. UNDERDRAIN AND SEWER PIPE SHALL BE OF THE TYPE AND CLASS AS SPECIFIED IN THE PLANS AND SHALL BE INSTALLED TO THE LINE, INVERT, AND GRADE NOTED. STRUCTURES SHALL BE CONSTRUCTED AT THE LOCATION SHOWN AND SHALL BE OF THE SIZE AND TYPE CALLED OUT. FOLLOW ALL MANUFACTURER'S RECOMMENDATIONS FOR INSTALLATION.
3. PLACE PIPE AND STRUCTURES ON SUITABLE, COMPACTED BEDDING MATERIAL. BELL HOLES SHALL EXCAVATED SO THE FULL LENGTH OF THE PIPE BARREL WILL BEAR UNIFORMLY. PIPE SHALL BE CLEANED OF DEBRIS AND PUSHED TIGHT TO FORM A SMOOTH, CONTINUOUS INVERT.
4. WHEN STRUCTURES AND/OR PIPE ARE FIELD FITTED TO ACCOMMODATE A CONFLICT, PIPE SLOPE SHALL BE HELD TO PLAN TO ENSURE DRAINAGE.
5. PRECAST REINFORCED CONCRETE MANHOLES, INLETS, AND CATCH BASINS SHALL CONFORM TO ASTM C 478 AND THE PLAN DETAILS.
6. PROTECT THE PIPE FROM DAMAGE, ABRASION, DISTORTION, BOWING, OR WARPING. 12'-6" PIPE LENGTHS WITH DEVIATE MORE THAN 1" FROM STRAIGHT, AS JUDGED BY THE OWNER'S REPRESENTATIVE, SHALL NOT BE USED.
7. ADJUSTMENT: USE METAL ADJUSTMENT RINGS, A CONCRETE COLLAR, MASONRY ON A FULL MORTAR BED OR OTHER OWNER REPRESENTATIVE APPROVED METHOD. MAXIMUM ADJUSTMENT WITH RINGS IS 15". SET ALL COVERS AND CASTINGS AT THE FINISH GRADE OR 'RIM' ELEVATION UNLESS OTHERWISE APPROVED BY THE OWNER'S REPRESENTATIVE.
8. TAPPING: TAKE CARE NOT TO DAMAGE THE STRUCTURE - REPAIR ALL DAMAGE AT CONTRACTOR'S EXPENSE. FILL VOIDS WITH MORTAR AND STRIKE SMOOTH WITH THE INNER WALL.
9. ALL STRUCTURES AND PIPES SHALL BE THOROUGHLY CLEANED BEFORE THEY ARE ACCEPTED.
10. TELEVISE PIPES AND PROVIDE VIDEOS FOR OWNER REVIEW AFTER BACKFILL AND COMPACTION, BUT PRIOR TO PAVING ATOP BURIED STORM SEWER. TELEVISE IN ACCORDANCE WITH PACP PROCEDURES.

LUMP SUM QUANTITIES

THE FOLLOWING LUMP SUM ITEMS OF WORK SHALL BE DONE AS THEY MAY APPLY THROUGHOUT THE PROJECT AS DIRECTED BY THE ENGINEER. THESE ITEMS MAY OR MAY NOT BE DETAILED OR INCLUDED ON THE PLAN AND PROFILE SHEET. THESE MAY VARY BASED ON FIELD CONDITIONS:

LUMP SUM QUANTITIES

TOTAL	UNIT	DESCRIPTION
1	LSUM	Mobilizatio, 5% Max
1	LSUM	Earthwork
1	LSUM	Erosion Control
1	LSUM	Maintenance of Traffic
1	LSUM	Restoration
1	LSUM	Pavement Marking

MISCELLANEOUS QUANTITIES

THE FOLLOWING ITEMS OF WORK SHALL BE DONE AS THEY MAY APPLY THROUGHOUT THE PROJECT ONLY AS DIRECTED BY THE ENGINEER. THESE ITEMS MAY OR MAY NOT BE DETAILED OR INCLUDED ON THE PLAN AND PROFILE SHEET. THESE ITEMS MAY VARY BASED ON FIELD CONDITIONS AND MAY OR MAY NOT BE USED:

MISCELLANEOUS QUANTITIES

TOTAL	UNIT	DESCRIPTION
44	Ft	Sewer, Rem, Less than 24 inch
412	Cyd	Subgrade Undercutting, Type IV
10	Ea	Exploratory Excavation
10	Cyd	Trench Undercut and Backfill
44	Ft	Sewer, CL-IV RCP, 12 inch, Tr Det A
400	Ft	Underdrain, 6 inch
2	Ea	Water Main, Line Stop, 8 inch
1	Dlr	Plumbing Connection Alloance

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REVISION	
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DATE	
2023/11/29	

PROJECT NUMBER	PM	DISCIPLINE LEAD	CLIENT PROJ NO
0098-22-0061	AMB	AMB	---

CHARTER TOWNSHIP OF YPSILANTI
CIVIC CENTER PARKING LOT DESIGN
7200 S HURON RIVER DRIVE, YPSILANTI, MICHIGAN

CIVIL NOTES AND SPECIFICATIONS

C-002

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WATER & SEWER UTILITY SYMBOLS

EXISTING

- ST — STORM MANHOLE
- SQUARE CATCH BASIN
- ROUND CATCH BASIN
- CULVERT
- CULVERT W/O END SECTION
- CULVERT W/END SECTION
- S — SANITARY MANHOLE
- CO — CLEAN OUT
- GW — GATE VALVE & WELL
- GATE VALVE & BOX
- W — WATER STOP BOX
- FIRE HYDRANT
- MP — METER PIT
- WATER METER
- SH — SPRINKLER HEAD
- IR — IRRIGATION VALVE

PROPOSED

- STORM MANHOLE
- SQUARE INLET/CATCH BASIN
- ROUND INLET/CATCH BASIN
- CULVERT END SECTION
- SANITARY MANHOLE
- CLEAN OUT
- GATE VALVE
- GV&W — GATE VALVE & WELL
- GV&B — GATE VALVE & BOX
- TSV&W — TAPPING SLEEVE VALVE & WELL
- TSV&B — TAPPING SLEEVE VALVE & BOX
- FIRE HYDRANT

REAL ESTATE SYMBOLS

- CONTIGUOUS PROPERTY SYMBOL
- XXXX — PARCEL NUMBER BOX
- XXXX — NO ROW IMPACTS

MISCELLANEOUS UTILITY SYMBOLS

EXISTING

- GUY WIRE
- GP — GUY POLE
- U — UTILITY POLE
- U — UTILITY POLE W/LIGHT
- LIGHT/DECOR LAMP POLE
- GAS VALVE
- G — GAS METER
- G — GAS RISER
- E — TRANSFORMER PAD
- U — PRIVATE UTILITY MANHOLE
- E — ELECTRIC METER
- TS — TRAFFIC SIGNAL CONTROLLER
- HAND HOLE
- E — ELECTRIC RISER
- W — MONITORING WELL
- PEDESTRIAN SIGNAL

REMOVAL LEGEND

- SIDEWALK REMOVAL
- HMA SURFACE REMOVAL
- PAVEMENT REMOVAL
- CLEARING AND GRUBBING
- CURB AND GUTTER, REM
- TREE, REM
- SIGN, REM
- S — SALVAGE
- B — BULKHEAD
- A — ABANDON
- C — CLEARING
- R — REMOVE
- REL — RELOCATE
- REC — RECONSTRUCT
- REL B/O — RELOCATE BY OTHERS
- ADJ B/O — ADJUST BY OTHERS

GRADING

- FLOW DIRECTION
- 753.68 — EXISTING SPOT GRADE
- 749.25 FG — PROPOSED SPOT GRADE
- 665 / 664 — EXISTING CONTOUR
- 840 / 839 — PROPOSED CONTOUR

MISCELLANEOUS SYMBOLS

EXISTING

- RIPRAP
- SIGN
- FLOW DIRECTION
- STUMP
- CONIFEROUS TREE
- DECIDUOUS TREE
  - CL 1 1" TO 5"
  - CL 2 6" TO 17"
  - CL 3 18" TO 35"
  - CL 4 36" AND UP
- CONIFEROUS SHRUB
- DECIDUOUS SHRUB
- SB# — SOIL BORING
- SECTION CORNER
- IRON ROD/PIPE
- PK — PK NAIL
- BM #XXX — SURVEY BENCHMARK
- TP # — SURVEY TRAVERSE POINT
- ASPHALT
- CONCRETE PAVEMENT
- CONCRETE SIDEWALK

PROPOSED

- RIPRAP
- SIGN
- FLOW DIRECTION
- STRUCTURE NUMBER (WM SAN STM)
- CURB AND GUTTER, STD
- CURB AND GUTTER, REVERSE
- ASPHALT
- CONCRETE SIDEWALK
- SF — SILT FENCE
- INLET FILTER
- CHECK DAM, STONE

LANDSCAPE HATCHES AND SYMBOLS

- LAWN

UTILITY PATTERN

EXISTING

- ELEC — ELECTRICAL *
- GAS — GAS\OIL
- CABLE/TEL — CABLE/TELEPHONE *
- 12" WM — WATER MAIN/SERVICE
- 12" SAN — SANITARY SEWER
- 12" STM — STORM SEWER

*OH = OVERHEAD , UG = UNDERGROUND

PROPOSED

- 12" WM — WATER MAIN/SERVICE – OC
- 12" WM — WATER MAIN/SERVICE – DD
- 4" UD — UNDERDRAIN

ROW PATTERN

EXISTING

- ROW — ROW
- SECTION
- PROPERTY/PARCEL

TOPO PATTERN

EXISTING

- HEDGE/TREE
- FENCE
- GUARDRAIL
- CENTERLINE OF DITCH
- WETLAND/EDGE OF WATER

PROPOSED

- CENTERLINE OF DITCH
- FENCE

SITE LAYOUT

- 10 / 12 — EX AND PROP PARKING SPACE COUNT
- EX AND PROP BARRIER FREE PARKING SPACE

ABBREVIATION KEY

AC	ACRE
ADJ	ADJUST
ASPH	ASPHALT
BC	BACK OF CURB
BF	BARRIER FREE
C+G	CURB AND GUTTER
CB	CATCH BASIN (STORM)
CF	CUBIC FEET
CL	CENTERLINE
COMM	COMMUNICATION UTILITY (PHONE, CABLE, DATA, ETC)
CONC	CONCRETE
CPE	CORRUGATED POLYETHYLENE (PIPE)
CY	CUBIC YARD
DD	DIRECTIONAL DRILL
DI	DUCTILE IRON
DIA	DIAMETER
ELEC	ELECTRICAL
EX	EXISTING
FC	FACE OF CURB
FL	FLOWLINE
FG	FINISH GRADE / SURFACE (NON-PAVED AREA)
FM	FORCEMAIN
FT	FEET
GV	GATE VALVE
GV+B	GATE VALVE AND BOX
GV+W	GATE VALVE AND WELL
IN	INCHES
MH	MANHOLE STRUCTURE
OC	OPEN CUT
OHM	OHM ADVISORS
PAVT	PAVEMENT
PROP	PROPOSED
RCP	REINFORCED CONCRETE PIPE
REM	REMOVE (AND DISPOSE)
RIM	TOP OF STRUCTURE CASTING
SAN	SANITARY SEWER / SERVICE
SF	SQUARE FEET
STM	STORM SEWER
SVC	SERVICE (WATER/SANITARY)
SY	SQUARE YARD
T/	TOP OF _____
TC	TOP OF CURB
TP	TOP OF PAVEMENT
TW	TOP OF WALK
WM	WATER MAIN / SERVICE

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ISSUED FOR:	DATE
FINAL REVIEW	2023/11/29

REVISION	DESCRIPTION
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PROJECT NUMBER	PM	DISCIPLINE LEAD	CLIENT PROJ NO
0098-22-0061	AMB	AMB	---

CHARTER TOWNSHIP OF YPSILANTI
CIVIC CENTER PARKING LOT DESIGN
7200 S HURON RIVER DRIVE, YPSILANTI, MICHIGAN

CIVIL LEGEND

C-010

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DRAWING PATH: P:\0000_0100\0098200060_civic_center_parking_lot\Drawings\SiteSheets\220060_LEGEND.dwg Nov 29, 2023 - 2:33pm

JOB BENCHMARK #200
DESCRIPTION: SET CHISELED BOX ON SE/FACE OF FIRE HYDRANT W BUILDING, +/-4FT S OF BOC
ELEV 745.187

JOB BENCHMARK #201
DESCRIPTION: SET CHISELED BOX ON S/FACE OF L/POLE N OF 7200 S HURON DR PARKING LOT, +/-2FT N OF BOC
ELEV 742.988

JOB BENCHMARK #202
DESCRIPTION: SET CHISELED BOX ON SE/FACE OF L/POLE W OF VETERANS MEMORIAL DR, +/-2FT NW OF BOC
ELEV 743.891

JOB BENCHMARK #203
DESCRIPTION: SET CHISELED BOX ON L/POLE OF SE ISLAND IN PARKING LOT OF 7200 S HURON DR, +/-73FT SW BLD CORNER
ELEV 744.235

JOB BENCHMARK #204
DESCRIPTION: SET CHISELED BOX ON NE/FACE OF L/POLE WEST OF VETERANS MEMORIAL DR, +/-1FT W OF SIDEWALK
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JOB BENCHMARK #205
DESCRIPTION: SET CHISELED BOX ON S/FACE OF L/POLE NW OF TRASH ENCLOSURE, +/-3FT N OF BOC
ELEV 742.124

TRAVERSE POINT #100
N 260699.73
E 13327036.24 ELEV 742.403

TRAVERSE POINT #101
N 2260438.55
E 13327000.96 ELEV 742.286

TRAVERSE POINT #102
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TRAVERSE POINT #104
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E 13326769.28 ELEV 742.389

TRAVERSE POINT #105
N 260273.12
E 13327242.10 ELEV 742.459

LEGEND

- EX ASPHALT
- EX CONCRETE PAVEMENT
- EX CONCRETE SIDEWALK
- EX BARRIER FREE PARKING SPACE
- (14) EX PARKING SPACE COUNT
- EX SIGN
- EX DECIDUOUS TREE
- EX DECIDUOUS SHRUB

UTILITY SYMBOLS

- ELEC — EX ELECTRICAL
- GAS — EX GAS/OIL
- CABLE/TEL — EX CABLE/TELEPHONE
- 12" WM — EX WATER MAIN
- 12" SAN — EX SANITARY SEWER
- 12" STM — EX STORM SEWER

UTILITY SYMBOLS

- ST EX STORM MANHOLE
- EX SQUARE CATCH BASIN
- EX ROUND CATCH BASIN
- S EX SANITARY MANHOLE
- EX CLEAN OUT
- EX GATE VALVE & BOX
- EX FIRE HYDRANT
- EX IRRIGATION VALVE
- E EX TRANSFORMER PAD
- EX LIGHT/DECOR LAMP POLE
- EX ELECTRIC HAND HOLE

NOTES:
1. EXISTING CONDITIONS ARE PRESENTED BASED ON ASSEMBLED DATE FROM THE FOLLOWING SOURCES:
   a. LIMITED TOPOGRAPHIC SURVEY BY OHM ADVISORS (JULY 2023)
   b. UTILITY MAPS BY VARIOUS UTILITY COMPANIES
   c. HISTORICAL SITE PLANS
   d. GIS DATA
   e. RECORD DRAWINGS PROVIDED BY OHM
2. ALL EXISTING INFORMATION PRESENTED IN THESE PLANS SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR, ANY DISCREPANCIES IN THE PLAN SHALL BE AWARE TO THE ENGINEER PRIOR TO BEGINNING CONSTRUCTION.
5. FOR PROTECTION OF UNDERGROUND UTILITIES, THE CONTRACTOR SHALL DIAL "MISS DIG" AT 1-800-482-7171 A MINIMUM OF 3 WORKING DAYS PRIOR TO EACH EXCAVATION IN THE VICINITY OF UTILITY LINES. ALL "MISS DIG" PARTICIPATING MEMBERS WILL BE ROUTINELY NOTIFIED. THIS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF NOTIFYING UTILITY OWNERS WHO MAY NOT BE PART OF THE "MISS DIG" ALERT SYSTEM. WHEN MARKINGS AND FLAGS ARE DISRUPTED OR DESTROYED, CALL FOR REMARKING.
6. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF VARIOUS UTILITY COMPANIES, RECORD DRAWINGS, AND LIMITED MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION SHALL NOT BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY THE OWNER OR ENGINEER OF DISCREPANCIES IN THE PLANS.
7. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS UNLESS OTHERWISE NOTED IN THE PLANS OR DIRECTED BY THE OWNER'S REPRESENTATIVE. THE ENGINEER AND OWNER ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE LOCATION OR DEPTH OF ANY EXISTING UTILITY SHOWN OR NOT SHOWN ON THE PROJECT DRAWINGS.
8. UNDERGROUND UTILITIES LABELED AS 'PER RECORDS' WERE UNABLE TO BE LOCATED IN THE FIELD. LOCATION SHOWN IN THE PLAN PER RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY THE OWNER OR ENGINEER OF DISCREPANCIES IN THE PLANS.



STORM STRUCTURE INVENTORY

#425 CATCH-BASIN T/CAST 743.763
12" CONC INV E 738.513
12" CONC INV W 738.493

#526 CATCH-BASIN T/CAST 742.024
12" CONC INV W 737.314
12" CONC INV E 737.974

#531 STORM MANHOLE T/CAST 745.625
30" CONC INV N 737.175
30" CONC INV S 736.915
12" CONC INV E 737.425

#555 BEEHIVE CATCH-BASIN T/CAST 744.667
30" CONC INV S 737.087
30" CONC INV N 737.107

#579 BEEHIVE CATCH-BASIN T/CAST 745.667
30" CONC INV S 737.418
24" CONC INV NE 737.308
12" CONC INV E 737.808

#823 CATCH-BASIN T/CAST 743.822
12" CONC INV W 738.622

#990 STORM MANHOLE T/CAST 742.591
24" CONC INV N 734.441
12" CONC INV SW 734.311
30" CONC INV E 734.141

#1052 CATCH-BASIN T/CAST 741.984
12" CONC INV W 738.314

#1068 SQ CATCH-BASIN T/CAST 741.696
12" CONC INV SE 736.996
12" CONC INV N 736.976

#1569 CATCH-BASIN T/CAST 740.559
12" CONC INV E 738.169

#1656 CATCH-BASIN T/CAST 740.537
12" CONC INV NE 737.677

#5421 STORM MANHOLE T/CAST 742.664
12" CONC INV N 736.574
12" CONC INV S 736.424

#5443 CATCH-BASIN T/CAST 741.196
12" CONC INV NE 735.846
12" CONC INV S 735.906

#5522 CATCH-BASIN T/CAST 742.395
10" CONC INV S 135.905

#5631 CATCH-BASIN T/CAST 741.199
12" CONC INV S 735.389
12" CONC INV N 735.699

#5641 STORM MANHOLE T/CAST 741.788
18" CONC INV W 735.408
12" CONC INV N 735.588

#5673 CATCH-BASIN T/CAST 742.540
10" CONC INV N 735.150
12" CONC INV SE 734.950

#5809 BEEHIVE CATCH-BASIN T/CAST 742.075
10" CONC INV SW 735.685

#5890 STORM MANHOLE T/CAST 742.582
30" CONC INV N 732.952
30" CONC INV S 733.002

#6135 SQ CATCH BASIN T/CAST 742.043
12" CONC INV NW 738.423

SANITARY STRUCTURE INVENTORY

#1283 SANITARY MANHOLE T/CAST 741.963
10" CLAY INV W 732.083
8" CLAY INV NE 732.713
8" CLAY INV E 732.963
8" PVC INV SE 735.643

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0098-22-0061	AMB	AMB	---

CHARTER TOWNSHIP OF YPSILANTI
CIVIC CENTER PARKING LOT DESIGN
7200 S HURON RIVER DRIVE, YPSILANTI, MICHIGAN

EXISTING CONDITIONS PLAN

C-110

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DRAWING PATH: P:\0000_0100\0098200060_civic center parking_lot\Drawings\SiteSheets\220606SUR.dwg Nov 29, 2023 - 2:33pm

JOB BENCHMARK #200
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ELEV 745.187

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DESCRIPTION: SET CHISELED BOX ON S/FACE OF L/POLE N OF 7200 S HURON DR PARKING LOT, +/-2FT N OF BOC
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JOB BENCHMARK #202
DESCRIPTION: SET CHISELED BOX ON SE/FACE OF L/POLE W OF VETERANS MEMORIAL DR, +/-2FT NW OF BOC
ELEV 743.891

JOB BENCHMARK #203
DESCRIPTION: SET CHISELED BOX ON L/POLE OF SE ISLAND IN PARKING LOT OF 7200 S HURON DR, +/-73FT SW BLD CORNER
ELEV 744.235

JOB BENCHMARK #204
DESCRIPTION: SET CHISELED BOX ON NE/FACE OF L/POLE WEST OF VETERANS MEMORIAL DR, +/-1FT W OF SIDEWALK
ELEV 744.497

JOB BENCHMARK #205
DESCRIPTION: SET CHISELED BOX ON S/FACE OF L/POLE NW OF TRASH ENCLOSURE, +/-3FT N OF BOC
ELEV 742.124

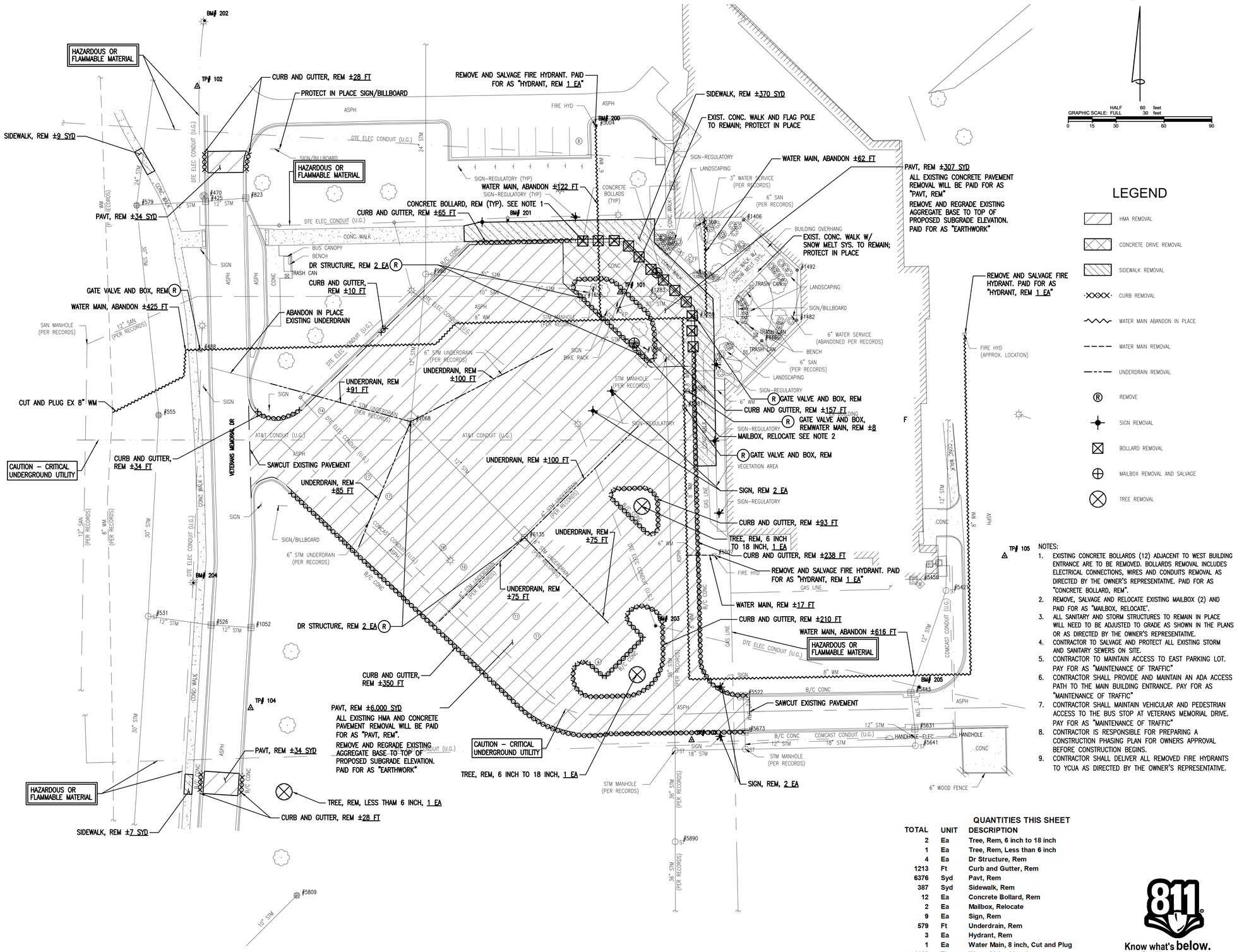
TRAVERSE POINT #101
N 2260438.55
E 13327000.96 ELEV 742.286

TRAVERSE POINT #102
N 260567.60
E 13326735.81 ELEV 743.941

TRAVERSE POINT #103
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TRAVERSE POINT #104
N 260177.77
E 13326769.28 ELEV 742.389

TRAVERSE POINT #105
N 260273.12
E 13327242.10 ELEV 742.459



LEGEND

- HMA REMOVAL
- CONCRETE DRIVE REMOVAL
- SIDEWALK REMOVAL
- CURB REMOVAL
- WATER MAIN ABANDON IN PLACE
- WATER MAIN REMOVAL
- UNDERDRAIN REMOVAL
- (R) REMOVE
- SIGN REMOVAL
- BOLLARD REMOVAL
- MAILBOX REMOVAL AND SALVAGE
- TREE REMOVAL

NOTES:
1. EXISTING CONCRETE BOLLARDS (12) ADJACENT TO WEST BUILDING ENTRANCE ARE TO BE REMOVED. BOLLARDS REMOVAL INCLUDES ELECTRICAL CONNECTIONS, WIRES AND CONDUITS REMOVAL AS DIRECTED BY THE OWNER'S REPRESENTATIVE. PAID FOR AS "CONCRETE BOLLARD, REM".
2. REMOVE, SALVAGE AND RELOCATE EXISTING MAILBOX (2) AND PAID FOR AS "MAILBOX, RELOCATE".
3. ALL SANITARY AND STORM STRUCTURES TO REMAIN IN PLACE WILL NEED TO BE ADJUSTED TO GRADE AS SHOWN IN THE PLANS OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE.
4. CONTRACTOR TO SALVAGE AND PROTECT ALL EXISTING STORM AND SANITARY SEWERS ON SITE.
5. CONTRACTOR TO MAINTAIN ACCESS TO EAST PARKING LOT. PAY FOR AS "MAINTENANCE OF TRAFFIC"
6. CONTRACTOR SHALL PROVIDE AND MAINTAIN AN ADA ACCESS PATH TO THE MAIN BUILDING ENTRANCE. PAY FOR AS "MAINTENANCE OF TRAFFIC"
7. CONTRACTOR SHALL MAINTAIN VEHICULAR AND PEDESTRIAN ACCESS TO THE BUS STOP AT VETERANS MEMORIAL DRIVE. PAY FOR AS "MAINTENANCE OF TRAFFIC"
8. CONTRACTOR IS RESPONSIBLE FOR PREPARING A CONSTRUCTION PHASING PLAN FOR OWNERS APPROVAL BEFORE CONSTRUCTION BEGINS.
9. CONTRACTOR SHALL DELIVER ALL REMOVED FIRE HYDRANTS TO YCUA AS DIRECTED BY THE OWNER'S REPRESENTATIVE.

QUANTITIES THIS SHEET

TOTAL	UNIT	DESCRIPTION
2	Ea	Tree, Rem, 6 inch to 18 inch
1	Ea	Tree, Rem, Less than 6 inch
4	Ea	Dr Structure, Rem
1213	Ft	Curb and Gutter, Rem
6376	Syd	Pavt, Rem
387	Syd	Sidewalk, Rem
12	Ea	Concrete Bollard, Rem
2	Ea	Mailbox, Relocate
9	Ea	Sign, Rem
579	Ft	Underdrain, Rem
3	Ea	Hydrant, Rem
1	Ea	Water Main, 8 inch, Cut and Plug
1163	Ft	Water Main, Abandon
28	Ft	Water Main, Rem
4	Ea	Gate Valve and Box, Rem

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0098-22-0061	AMB	AMB	—

CHARTER TOWNSHIP OF YPSILANTI
CIVIC CENTER PARKING LOT DESIGN
7200 S HURON RIVER DRIVE, YPSILANTI, MICHIGAN

REMOVAL PLAN

C-120

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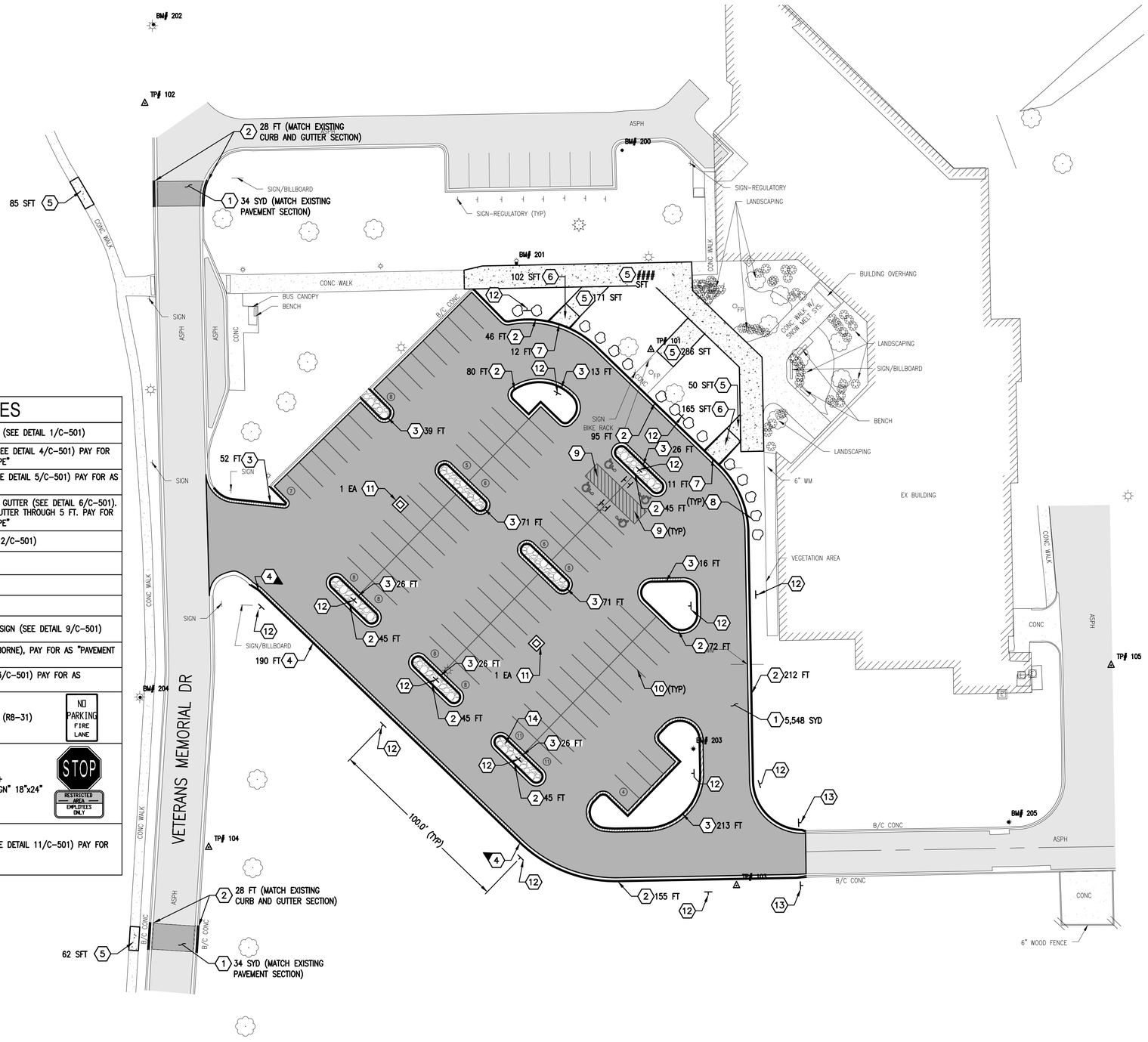
TRAVERSE POINT #103
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TRAVERSE POINT #104
N 260177.77
E 13326769.28 ELEV 742.389

TRAVERSE POINT #105
N 260273.12
E 13327242.10 ELEV 742.459

KEYNOTES

1	PROP. HMA, STANDARD DUTY PAVEMENT (SEE DETAIL 1/C-501)
2	PROP. STANDARD CURB AND GUTTER (SEE DETAIL 4/C-501) PAY FOR AS "CURB AND GUTTER, CONC, ANY TYPE"
3	PROP. REVERSE CURB AND GUTTER (SEE DETAIL 5/C-501) PAY FOR AS "CURB AND GUTTER, CONC, ANY TYPE"
4	PROP. REVERSE MOUNTABLE CURB AND GUTTER (SEE DETAIL 6/C-501). TRANSITION TO STANDARD CURB AND GUTTER THROUGH 5 FT. PAY FOR AS "CURB AND GUTTER, CONC, ANY TYPE"
5	SIDEWALK, CONC., 4 INCH (SEE DETAIL 2/C-501)
6	CURB RAMP, CONC., 6 INCH
7	CURB RAMP OPENING, CONC.
8	DECORATIVE BOULDERS, DIAM 3 FEET
9	PROP. ADA SPACE, ACCESS AISLE AND SIGN (SEE DETAIL 9/C-501)
10	4" YELLOW PAVEMENT PARKING (WATERBORNE), PAY FOR AS "PAVEMENT MARKING"
11	6"x6" CONCRETE COLLAR (SEE DETAIL 3/C-501) PAY FOR AS "CONCRETE COLLAR"
12	PROP. NO PARKING FIRE LANE 12"x18" (R8-31)
13	PROP. STOP SIGN - 24"x24" (R1-1) + "RESTRICTED AREA EMPLOYEES ONLY SIGN" 18"x24"
14	PROP. PARKING LOT STONE ISLAND (SEE DETAIL 11/C-501) PAY FOR AS "RESTORATION"



GRAPHIC SCALE: HALF 60 feet, FULL 30 feet
0 15 30 60 90

N

LEGEND

- EXISTING ASPHALT
- EXISTING CONCRETE PAVEMENT
- EXISTING CONCRETE SIDEWALK
- PROPOSED ASPHALT
- PROPOSED CONCRETE SIDEWALK
- PROPOSED PARKING LOT STONE ISLAND
- PROP BARRIER FREE PARKING SPACE
- (10) PROP PARKING SPACE COUNT
- PROP STANDARD CURB AND GUTTER
- PROP REVERSE CURB AND GUTTER

EXISTING PARKING COUNTS

STANDARD SPACES:	102
ADA SPACES:	4
TOTAL SPACES:	106

PROPOSED PARKING COUNTS

STANDARD SPACES:	92
ADA SPACES:	4
TOTAL SPACES:	96

NOTES
1. CONTRACTOR TO MAINTAIN ACCESS TO EAST PARKING LOT. PAY FOR AS "MAINTENANCE OF TRAFFIC"
2. CONTRACTOR SHALL PROVIDE AND MAINTAIN AN ADA ACCESS PATH TO THE MAIN BUILDING ENTRANCE. PAY FOR AS "MAINTENANCE OF TRAFFIC"
7. CONTRACTOR SHALL MAINTAIN VEHICULAR AND PEDESTRIAN ACCESS TO THE BUS STOP AT VETERANS MEMORIAL DRIVE. PAY FOR AS "MAINTENANCE OF TRAFFIC"
8. CONTRACTOR IS RESPONSIBLE FOR PREPARING A CONSTRUCTION PHASING PLAN FOR OWNERS APPROVAL BEFORE CONSTRUCTION BEGINS.

QUANTITIES THIS SHEET

TOTAL	UNIT	DESCRIPTION
15	Ea	Decorative Boulder, Diam 3 feet
5550	Syd	Aggregate Base, 8 inch
801	Ton	HMA, 4EML
481	Ton	HMA, 5EML
1610	Ft	Curb and Gutter, Conc, Any Type
24	Ft	Curb Ramp Opening, Conc
3195	Sft	Sidewalk, Conc, 4 inch
267	Sft	Curb Ramp, Conc, 6 inch
2	Ea	Concrete Collar
21	Ea	Sign and Pole

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REVISION	DESCRIPTION
—	—

PROJECT NUMBER	PM	DISCIPLINE LEAD	CLIENT PROJ NO
0098-22-0061	AMB	AMB	—

CHARTER TOWNSHIP OF YPSILANTI
CIVIC CENTER PARKING LOT DESIGN
7200 S HURON RIVER DRIVE, YPSILANTI, MICHIGAN

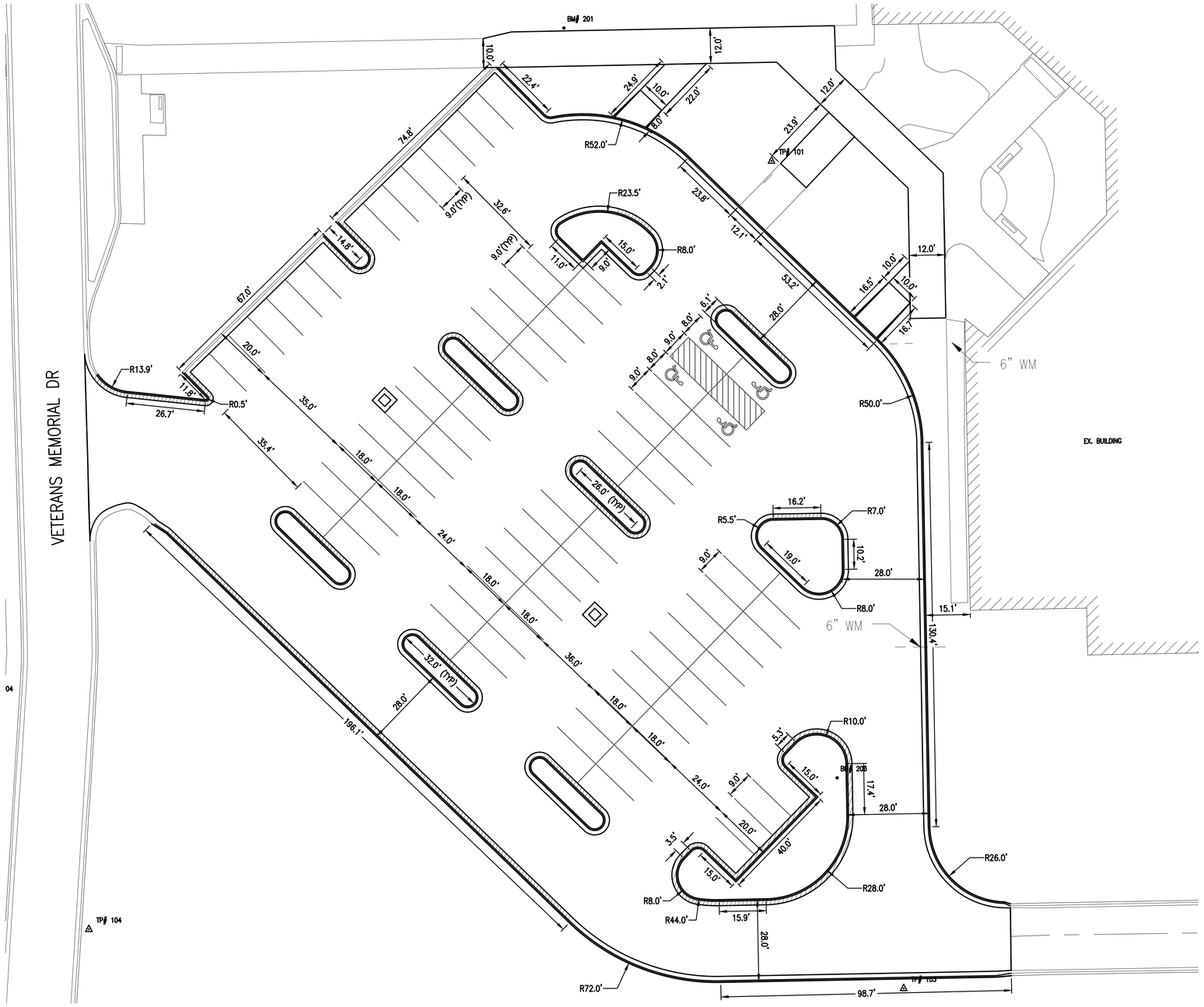
SITE PLAN - OVERALL

C-130

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DRAWING PATH: P:\0000_0100\009820060_civic_center_parking_lot\Drawings\Site\Sheets\220060SITE.dwg Nov 29, 2023 - 2:34pm

JOB BENCHMARK #201 DESCRIPTION: SET CHISELED BOX ON S/FACE OF L/POLE N OF 7200 S HURON DR PARKING LOT, +/-2FT N OF BOC ELEV 742.988
JOB BENCHMARK #203 DESCRIPTION: SET CHISELED BOX ON L/POLE OF SE ISLAND IN PARKING LOT OF 7200 S HURON DR, +/-73FT SW BLD CORNER ELEV 744.235
TRAVERSE POINT #101 N 2260438.55 E 13327000.96 ELEV 742.286
TRAVERSE POINT #103 N 260157.70 E 13327045.82 ELEV 743.361
TRAVERSE POINT #104 N 260177.77 E 13326769.28 ELEV 742.389



GRAPHIC SCALE: FULL 0 10 20 HALF 40 60 feet 20 40 feet

N

NOTES

1. DIMENSIONS ARE FROM BACK OF CURB, FACE OF SIDEWALK, FACE OF INTEGRAL SIDEWALK OR FACE OF BUILDING UNLESS OTHERWISE INDICATED IN THE PLANS
2. ISLANDS SHALL BE 2 FT. SHORTER THAN ADJACENT PARKING SPACE FROM BACK OF CURB TO BACK OF CURB.
3. ISLAND WIDTH SHALL BE 6FT FROM BACK OF CURB TO BACK OF CURB UNLESS OTHERWISE SPECIFIED IN THE PLANS.
4. INTERNAL PARKING RADII SHALL BE 3 FT UNLESS OTHERWISE INDICATED IN THE PLANS.

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

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PRELIMINARY - NOT FOR CONSTRUCTION

ISSUED FOR	DATE
FINAL REVIEW	2023/11/29

REVISION	DESCRIPTION
—	—

PROJECT NUMBER	PM	DISCIPLINE LEAD	CLIENT PROJ NO
0098-22-0061	AMB	AMB	—

CHARTER TOWNSHIP OF YPSILANTI
CIVIC CENTER PARKING LOT DESIGN
7200 S HURON RIVER DRIVE, YPSILANTI, MICHIGAN

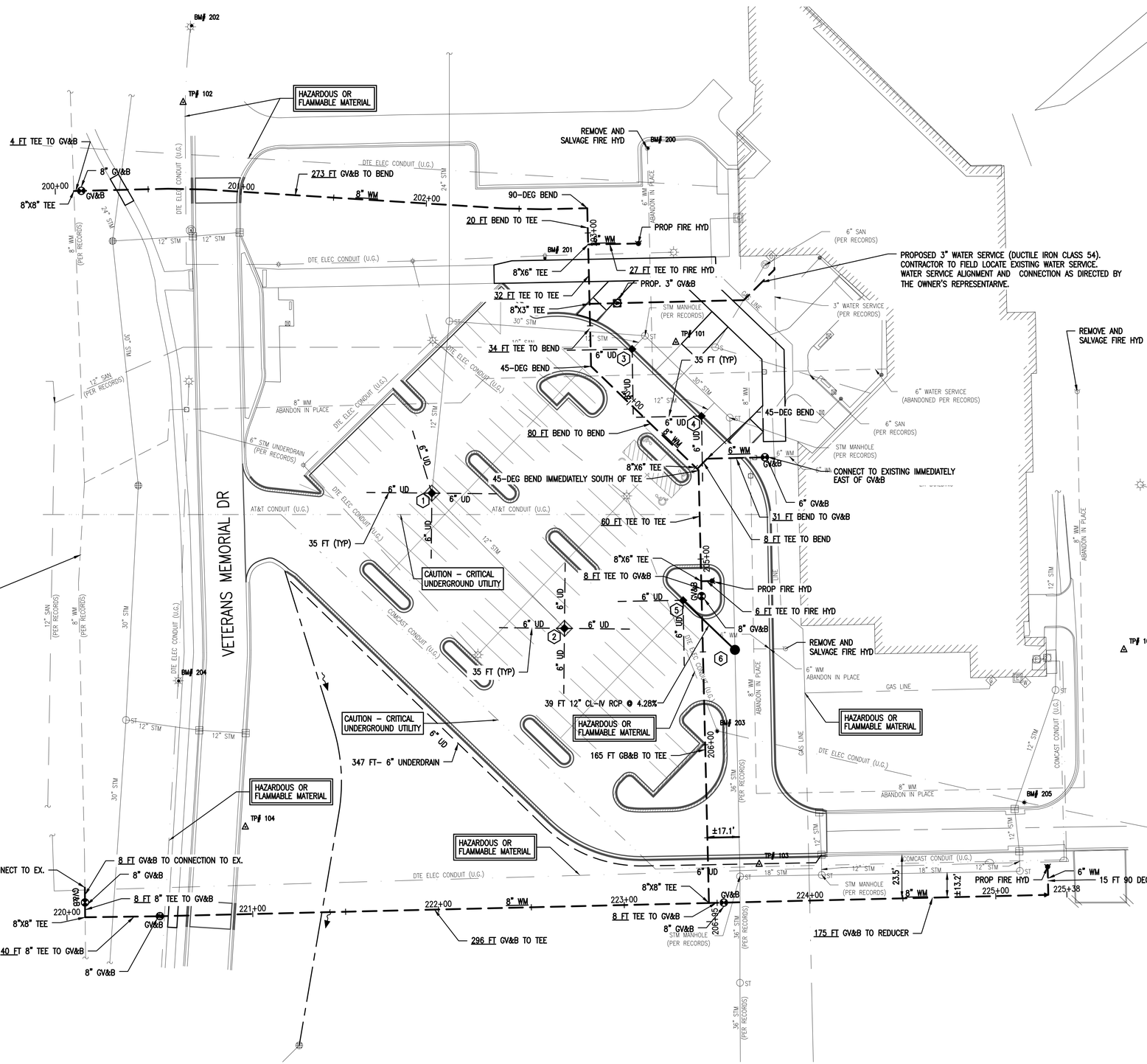
SITE PLAN - DIMENSIONS

C-131

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DRAWING PATH: P:\0000_0100\0098\0200060_civic_center_parking_lot\Drawings\SiteSheets\220060STE.dwg Nov 29, 2023 - 2:34pm

JOB BENCHMARK #200
DESCRIPTION: SET CHISELED BOX ON SE/FACE OF FIRE HYDRANT W BUILDING, +/-4FT S OF BOC
ELEV 745.187
JOB BENCHMARK #201
DESCRIPTION: SET CHISELED BOX ON S/FACE OF L/POLE N OF 7200 S HURON DR PARKING LOT, +/-2FT N OF BOC
ELEV 742.988
JOB BENCHMARK #202
DESCRIPTION: SET CHISELED BOX ON SE/FACE OF L/POLE W OF VETERANS MEMORIAL DR, +/-2FT NW OF BOC
ELEV 743.891
JOB BENCHMARK #203
DESCRIPTION: SET CHISELED BOX ON L/POLE OF SE ISLAND IN PARKING LOT OF 7200 S HURON DR, +/-73FT SW BLD CORNER
ELEV 744.235
JOB BENCHMARK #204
DESCRIPTION: SET CHISELED BOX ON NE/FACE OF L/POLE WEST OF VETERANS MEMORIAL DR, +/-1FT W OF SIDEWALK
ELEV 744.497
JOB BENCHMARK #205
DESCRIPTION: SET CHISELED BOX ON S/FACE OF L/POLE NW OF TRASH ENCLOSURE, +/-3FT N OF BOC
ELEV 742.124
TRAVERSE POINT #101
N 2260438.55
E 13327000.96 ELEV 742.286
TRAVERSE POINT #102
N 260567.60
E 13326735.81 ELEV 743.941
TRAVERSE POINT #103
N 260157.70
E 13327045.82 ELEV 743.361
TRAVERSE POINT #104
N 260177.77
E 13326769.28 ELEV 742.389
TRAVERSE POINT #105
N 260273.12
E 13327242.10 ELEV 742.459



EXISTING UTILITIES

ELEC	ELECTRICAL
GAS	GAS/OIL
CABLE/TEL	CABLE/TELEPHONE
12" WM	WATER MAIN
12" SAN	SANITARY SEWER
12" STM	STORM SEWER

PROPOSED UTILITIES

12" WM	WATER MAIN/SERVICE
6" UD	UNDERDRAIN
	CENTERLINE OF DITCH

N

GRAPHIC SCALE: FULL 30 feet — HALF 60 feet
0 15 30 60 90

UTILITY SYMBOLS - EXISTING

ST	STORM MANHOLE
	SQUARE CATCH BASIN
	ROUND CATCH BASIN
S	SANITARY MANHOLE
CO	CLEAN OUT
	GATE VALVE & BOX
	FIRE HYDRANT
IV	IRRIGATION VALVE
E	TRANSFORMER PAD
	LIGHT/DECOR LAMP POLE
	ELECTRIC HAND HOLE
G	GAS RISER

UTILITY SYMBOLS - PROPOSED

	STORM MANHOLE
	SQUARE CATCH BASIN
GV&B	GATE VALVE & BOX
	FIRE HYDRANT

1. 48" DIA CATCH BASIN – CATCH BASIN DETAIL "D" WITH 2' SUMP
   EJ 1040, TYPE M2 FLAT BAR GRATE OR APPROVED EQUAL
   T/CAST 741.77
   12" INV SE 736.98
   12" INV N 737.00
2. 48" DIA CATCH BASIN – CATCH BASIN DETAIL "D" WITH 2' SUMP
   EJ 1040, TYPE M2 FLAT BAR GRATE OR APPROVED EQUAL
   T/CAST 742.76
   12" INV NW 738.42
3. 48" DIA CATCH BASIN – CATCH BASIN DETAIL "D" WITH 2' SUMP
   EJ 7045 WITH TYPE M1 GRATE, OR EQUAL
   T/CAST 740.54
   12" INV NE 736.37
4. 48" DIA CATCH BASIN – CATCH BASIN DETAIL "D" WITH 2' SUMP
   EJ 7045 WITH TYPE M1 GRATE, OR EQUAL
   T/CAST 740.59
   12" INV NE 736.42
5. 24" DIA CATCH BASIN – STANDARD INLET DETAIL
   EJ 7045 WITH TYPE M1 GRATE, OR EQUAL
   T/CAST 742.20
   12" INV SE 738.15
6. 60" DIA MANHOLE – PRECAST MANHOLE "F" DETAIL
   EJ 1040 WITH TYPE B COVER, OR APPROVED EQUAL
   T/CAST 742.37
   36" INV N 733.40
   36" INV S 733.40
   12" INV NW 736.50

NOTE: ALL STORM SEWER COVERS SHALL INCLUDE RAISED LETTERING READING "DUMP NO WASTE, DRAIN TO WATERWAYS" AND A FISH LOGO

WATER MAIN NOTE:
1. POLYETHYLENE ENCASEMENT SHALL BE INSTALLED ON ALL DUCTILE IRON WATER MAIN/SERVICES, FITTINGS AND APPURTENANCES.
2. TRACER WIRE SHALL BE INSTALLED ON ALL DUCTILE IRON WATER MAIN/SERVICES.

STORM/SANITARY SEWER QUANTITIES THIS SHEET

TOTAL	UNIT	DESCRIPTION
39	Ft	Sewer, CL-IV RCP, 12 inch, Tr Det A
1	Ft	Dr Structure, 24 inch dia
4	Ea	Dr Structure, 48 inch dia
1	Ea	Dr Structure, 60 inch dia
3	Ea	Dr/San Structure Cover, Adj, Case 1
839	Ft	Underdrain, 6 inch

WATER MAIN QUANTITIES

TOTAL	UNIT	DESCRIPTION
3	Ea	Fire Hydrant
45	Ft	6 inch Water Main, D.I. Class 350, Tr Det A
42	Ft	6 inch Water Main, D.I. Class 350, Tr Det B
450	Ft	8 inch Water Main, D.I. Class 350, Tr Det A
864	Ft	8 inch Water Main, D.I. Class 350, Tr Det B
3	Ft	Connect New Water Main to Existing Water Main
3	Ea	8 inch Water Main Lowering
1	Ea	Fire Service Connection
1	Ea	Gate Valve and Box, 6 inch
5	Ea	Gate Valve and Box, 8 inch
1	Ea	Water Service, 3 inch

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PRELIMINARY - NOT FOR CONSTRUCTION

ISSUED FOR:	DATE
FINAL REVIEW	2023/11/29
REVISION	DESCRIPTION
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PROJECT NUMBER	PM	DISCIPLINE LEAD	CLIENT PROJ NO
0088-22-0061	AMB	AMB	---

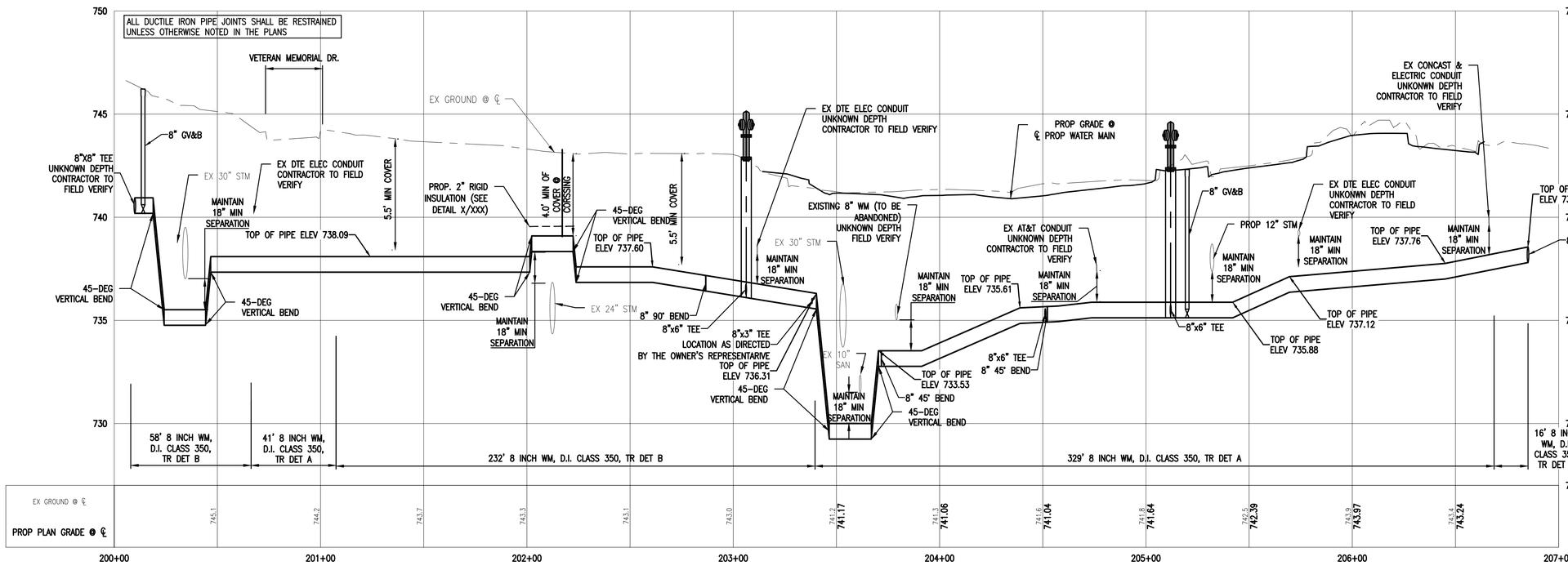
CHARTER TOWNSHIP OF YPSILANTI
CIVIC CENTER PARKING LOT DESIGN
7200 S HURON RIVER DRIVE, YPSILANTI, MICHIGAN

UTLILITY PLAN

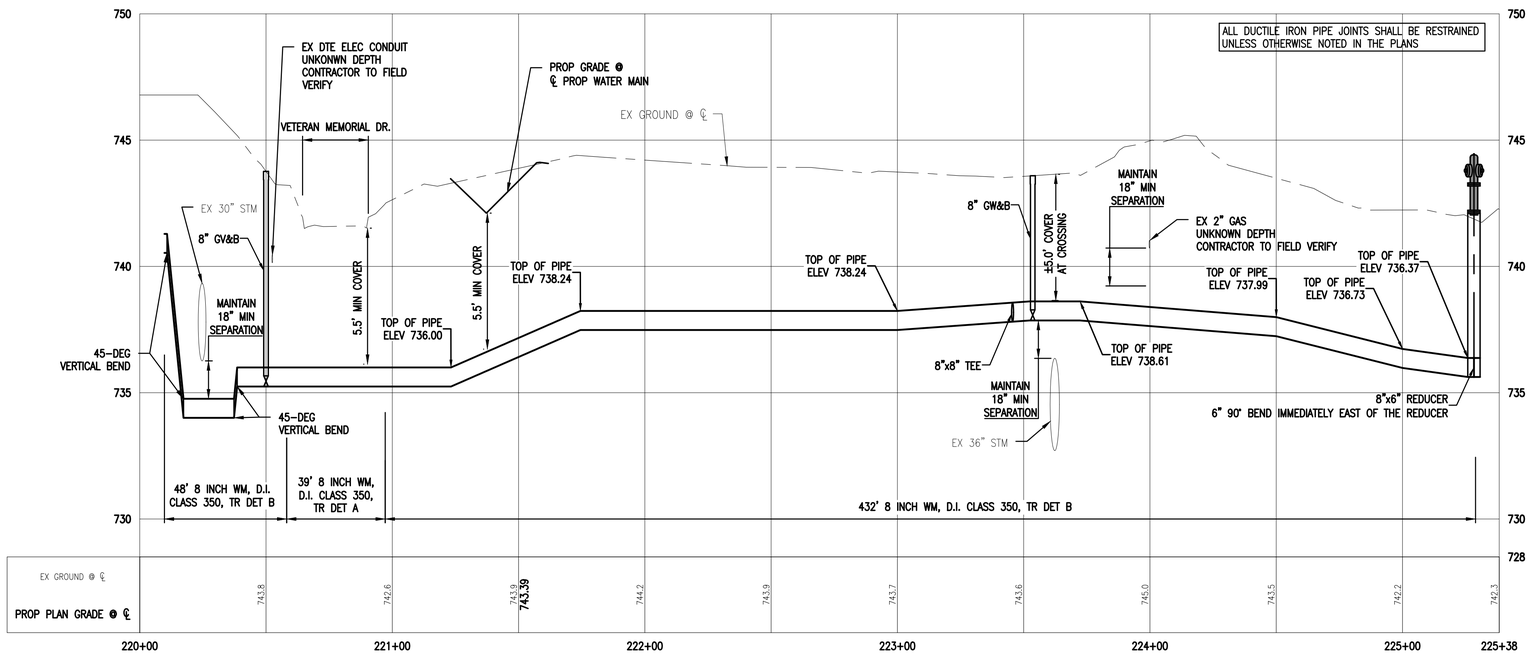
C-140

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DRAWING PATH: P:\0000_0100\0088\200060_civic_center_parking_lot\Drawings\SiteSheets\220060UTP.dwg Nov 29, 2023 - 2:34pm



WATER MAIN APPURTENANCES			
ITEM	STATION	OFFSET	ELEV.
8"X8" TEE	200+10.00	0.0'	
8" GV&B	200+14.00	0.0'	T/CAST 746.22
8" 90° BEND	202+86.68	0.0'	
8"x6" TEE	203+06.19	0.0'	
FIRE HYDRANT ASSEMBLY	203+06.33	27.1' L	FG 742.80
8"x3" TEE	203+38.16	0.0'	
8" 45° BEND	203+71.77	0.0'	
6" 45° BEND	204+51.22	7.7' L	
8"x6" TEE	204+51.22	0.0'	
6" GV&B	204+52.22	36.4' L	T/CAST 741.82
8" 45° BEND	204+52.22	0.0'	
8"x6" TEE	205+11.98	0.0'	
FIRE HYDRANT ASSEMBLY	205+11.98	5.8' L	FG 742.28
8" GV&B	205+19.98	0.0' R	T/CAST 742.34
8"x8" TEE	206+85.14	0.0' R	



WATER MAIN APPURTENANCES			
ITEM	STATION	OFFSET	ELEV.
8"X8" TEE (CONNECT TO EX.)	220+09.78	0.0'	
8" GV&B	220+09.81	8.0' L	MATCH EX. ELEVATION
CONNECT TO EX	220+09.84	16.0' L	
8" GV&B	220+50.00	0.0'	T/CAST 743.76
8" GW&B	223+53.59	0.0'	T/CAST 843.59
8"x6" REDUCER 6" 90° BEND IMMEDIATELY EAST OF THE REDUCER	225+28.29	0.0'	
FIRE HYDRANT ASSEMBLY	225+28.29	15.1' L	F.G. 842.10

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GRAPHIC SCALE: HALF 60 feet, FULL 30 feet
0 15 30 60 90

ISSUED FOR:	DATE
FINAL REVIEW	2023/11/29
REVISION	DESCRIPTION
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PROJECT NUMBER	PM	DISCIPLINE LEAD	CLIENT PROJ NO
0098-22-0061	AMB	AMB	---

CHARTER TOWNSHIP OF YPSILANTI
CIVIC CENTER PARKING LOT DESIGN
7200 S HURON RIVER DRIVE, YPSILANTI, MICHIGAN

UTILITY PROFILES

C-141

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DRAWING PATH: P:\0000_0100\009820096O\civic_center_parking_lot\Drawings\SiteSheets\220960UTP.dwg Nov 29, 2023 - 2:34pm

JOB BENCHMARK #200
DESCRIPTION: SET CHISELED BOX ON SE/FACE OF FIRE HYDRANT W BUILDING, +/-4FT S OF BOC
ELEV 745.187

JOB BENCHMARK #201
DESCRIPTION: SET CHISELED BOX ON S/FACE OF L/POLE N OF 7200 S HURON DR PARKING LOT, +/-2FT N OF BOC
ELEV 742.988

JOB BENCHMARK #202
DESCRIPTION: SET CHISELED BOX ON SE/FACE OF L/POLE W OF VETERANS MEMORIAL DR, +/-2FT NW OF BOC
ELEV 743.891

JOB BENCHMARK #203
DESCRIPTION: SET CHISELED BOX ON L/POLE OF SE ISLAND IN PARKING LOT OF 7200 S HURON DR, +/-73FT SW BLD CORNER
ELEV 744.235

JOB BENCHMARK #204
DESCRIPTION: SET CHISELED BOX ON NE/FACE OF L/POLE WEST OF VETERANS MEMORIAL DR, +/-1FT W OF SIDEWALK
ELEV 744.497

JOB BENCHMARK #205
DESCRIPTION: SET CHISELED BOX ON S/FACE OF L/POLE NW OF TRASH ENCLOSURE, +/-3FT N OF BOC
ELEV 742.124

TRAVERSE POINT #100
N 260699.73
E 13327036.24 ELEV 742.403

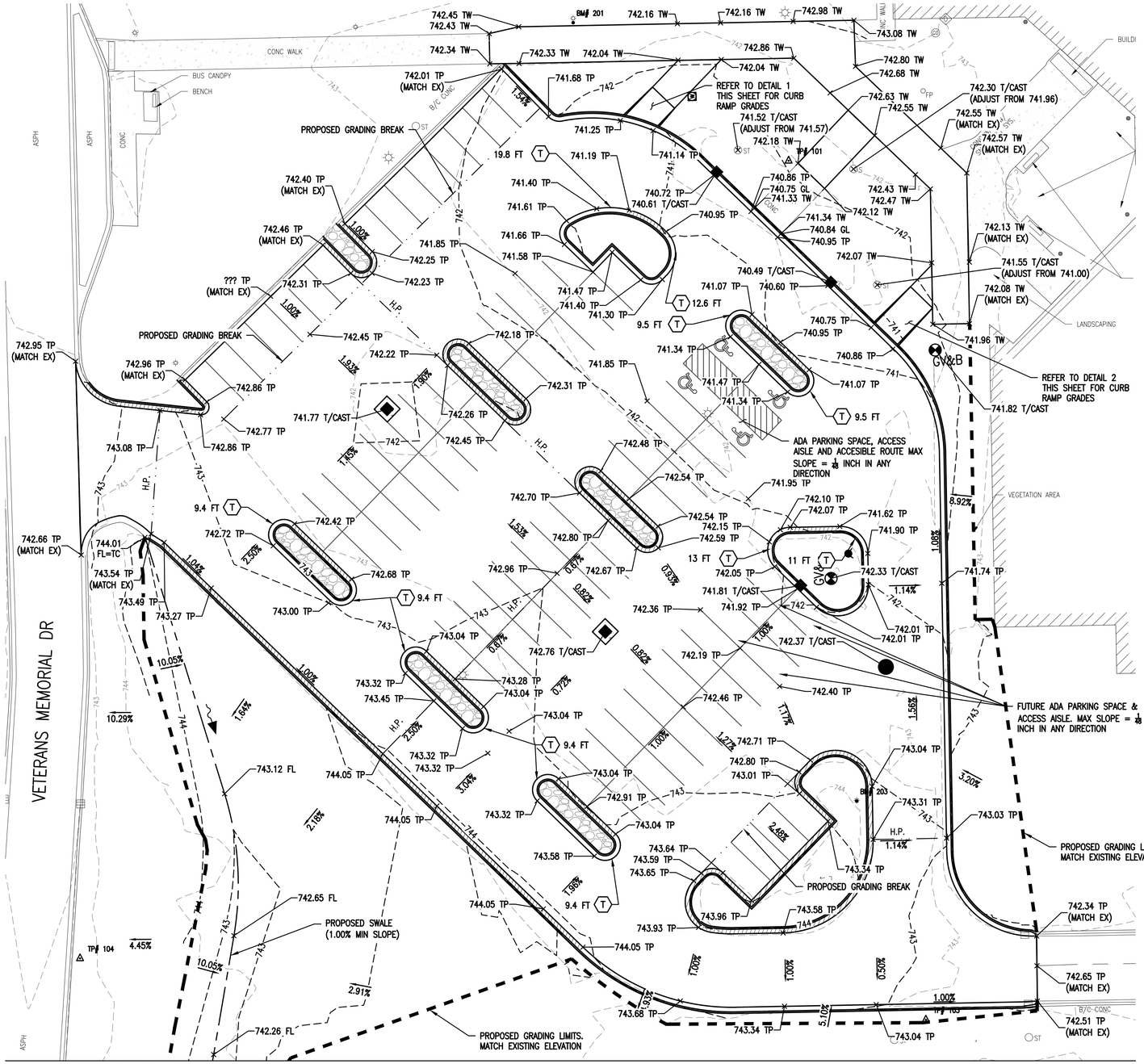
TRAVERSE POINT #101
N 2260438.55
E 13327000.96 ELEV 742.286

TRAVERSE POINT #102
N 260567.60
E 13326735.81 ELEV 743.941

TRAVERSE POINT #103
N 260157.70
E 13327045.82 ELEV 743.361

TRAVERSE POINT #104
N 260177.77
E 13326769.28 ELEV 742.389

TRAVERSE POINT #105
N 260273.12
E 13327242.10 ELEV 742.459

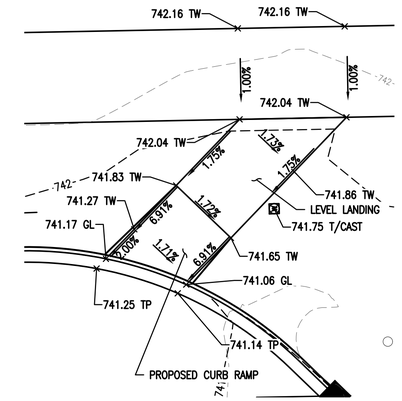


GRADING LEGEND

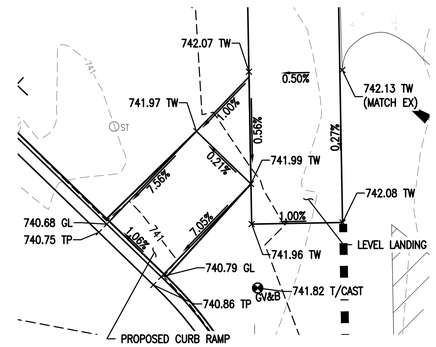
749.25 FG — PROPOSED SPOT GRADE

H.P.	HIGH POINT
	GRADING BREAKING LINE
665 / 664	EXISTING CONTOUR
	GRADING LIMITS
840 / 839	PROPOSED CONTOUR
	SWALE
	FLOW DIRECTION

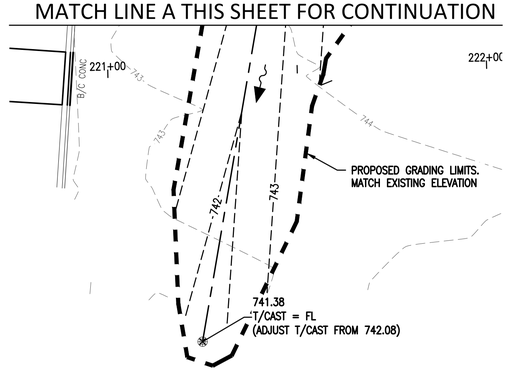
EX	EXISTING
FG	FINISH GRADE / SURFACE (NON-PAVED AREA)
FL	FLOW LINE
GL	GUTTER LINE
TC	TOP OF CURB
TP	TOP OF PAVEMENT
T/CAST	TOP OF STRUCTURE CASTING
TW	TOP OF WALK
X.X FT (T)	LENGHT OF STANDARD TO REVERSE CURB AND GUTTER TRANSITION



1 CURB RAMP DETAILED GRADING
1"=10'



2 CURB RAMP DETAILED GRADING
1"=10'



MATCH LINE A THIS SHEET FOR CONTINUATION

GRAPHIC SCALE: HALF 60 feet / FULL 30 feet
0 15 30 60 90

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—	ISSUED FOR: FINAL REVIEW	2023/11/29

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CHARTER TOWNSHIP OF YPSILANTI
CIVIC CENTER PARKING LOT DESIGN
7200 S HURON RIVER DRIVE, YPSILANTI, MICHIGAN

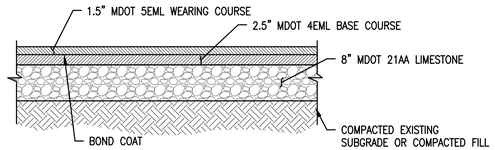
GRADING PLAN

C-160

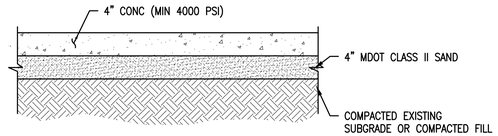
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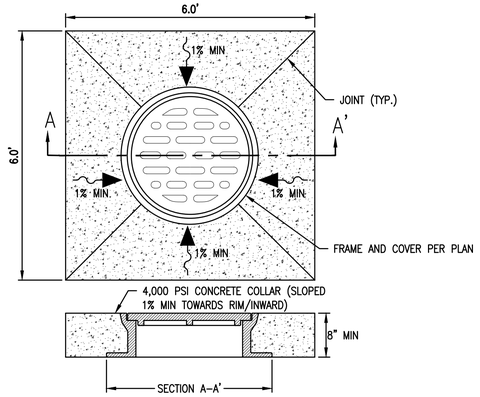
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1 HMA STANDARD DUTY DETAIL
NOT TO SCALE



2 CONCRETE SIDEWALK DETAIL
NOT TO SCALE



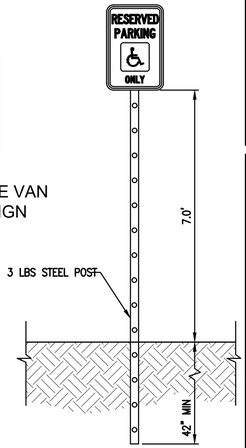
3 CONCRETE COLLAR
NOT TO SCALE



STANDARD BARRIER FREE PARKING SIGN
NOT TO SCALE

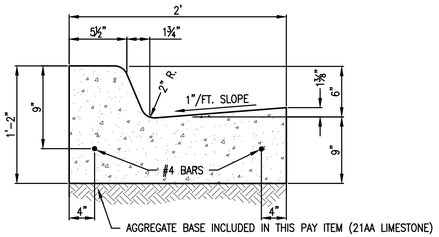


BARRIER FREE VAN PARKING SIGN
NOT TO SCALE

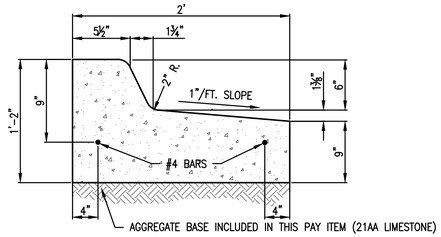


NOTES:
1. DIMENSIONS IN INCHES
2. 0.080" ALUMINUM
3. ENGINEER GRADE REFLECTIVE FILM
4. COMPLY WITH ASTM D4956 TYPE I SPECIFICATIONS
5. MDOT TYPE IIIA

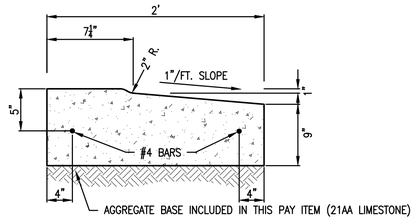
7 ACCESSIBLE PARKING SIGN DETAIL
NOT TO SCALE



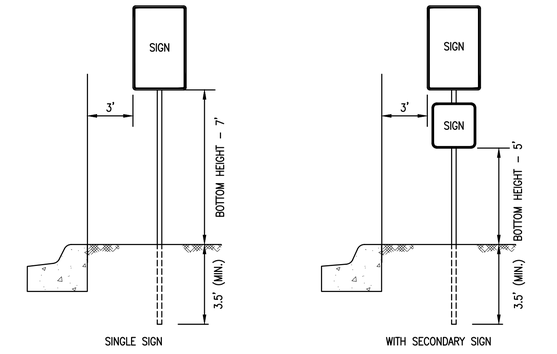
4 STANDARD CURB AND GUTTER DETAIL
NOT TO SCALE



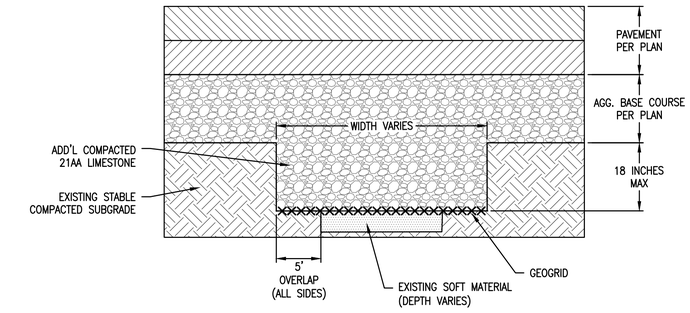
5 REVERSE CURB AND GUTTER DETAIL
NOT TO SCALE



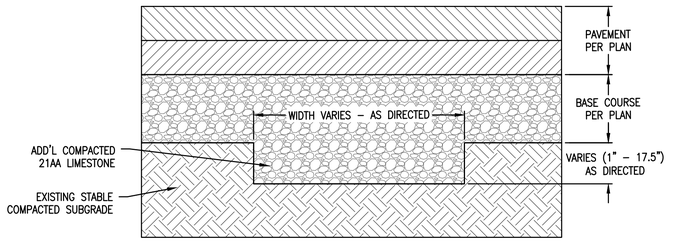
6 REVERSE MOUNTABLE CURB AND GUTTER DETAIL
NOT TO SCALE



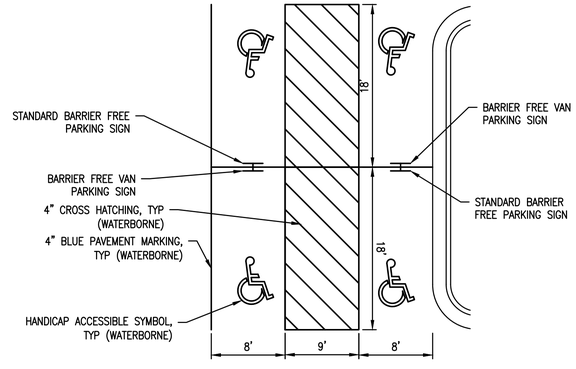
8 SIGN PLACEMENT DETAIL
NOT TO SCALE



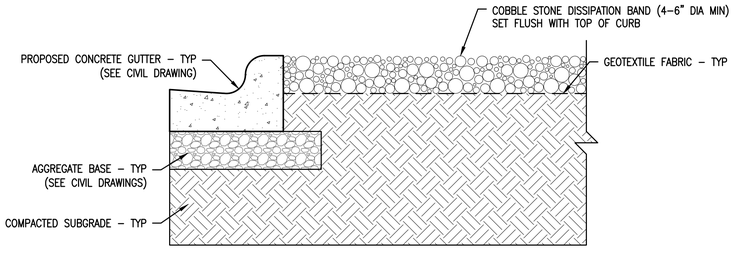
7 SUBGRADE UNDERCUT DETAIL (MAX DEPTH)
NOT TO SCALE



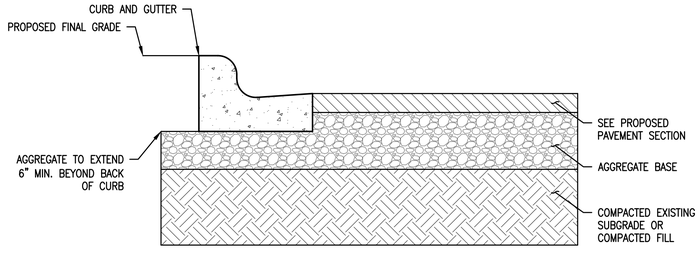
8 SUBGRADE UNDERCUT DETAIL (<18")
NOT TO SCALE



9 ACCESSIBLE PARKING SPACES DETAIL
NOT TO SCALE



11 PARKING LOT STONE ISLAND DETAIL
NOT TO SCALE



10 EDGE OF PAVEMENT DETAIL
NOT TO SCALE

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ISSUED FOR:	FINAL REVIEW
REVISION	DESCRIPTION
—	

2023/11/29
DATE

PROJECT NUMBER	PM	DISCIPLINE LEAD	CLIENT PROJ NO
0098-22-0061	AMB	AMB	—

CHARTER TOWNSHIP OF YPSILANTI
CIVIC CENTER PARKING LOT DESIGN
7200 S HURON RIVER DRIVE, YPSILANTI, MICHIGAN

PAVEMENT DETAILS

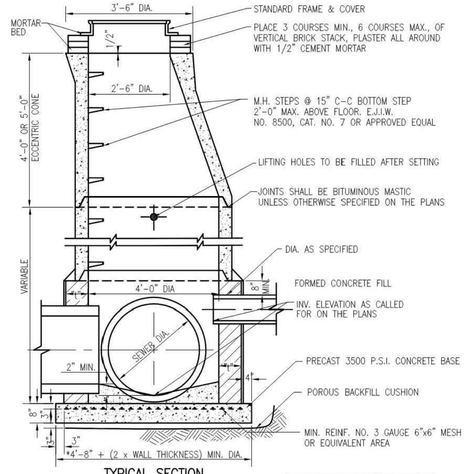
C-501

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GENERAL NOTES FOR
STORM SEWER MANHOLES

1. ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE TOWNSHIP OF YPSILANTI AND YCUA.
2. CONTRACTOR SHALL CONSTRUCT MANHOLES WITH PRECAST REINFORCED CONCRETE UNITS ("E", "F", AND "I") IN LIEU OF CONCRETE, BRICK AND BLOCK MANHOLES ("A" AND "B") IN ACCORDANCE WITH THE FOLLOWING CONDITIONS:
   A. MAXIMUM DIAMETER OF SEWER OUTLET IN ANY PRECAST UNIT SHALL BE 18" (MANHOLE "E" ONLY).
   B. NO OPENINGS SHALL BE MADE IN PRECAST UNITS WHICH WOULD LEAVE LESS THAN 24" OF UNDISTURBED PRECAST PIPE OR WOULD REMOVE MORE THAN 30% OF THE CIRCUMFERENCE ALONG ANY HORIZONTAL PLANE.
   C. STRUCTURES FOR SEWERS LARGER THAN 18", OR THOSE NOT MEETING THE OPENING REQUIREMENTS, SHALL BE BUILT OF BLOCK OR BRICK UP TO A MINIMUM OF 8" ABOVE THE TOP OF SEWER, WITH PRECAST UNITS BEING USED ABOVE THIS POINT. WHERE PRECAST UNITS REST ON THE BLOCK OR BRICK, THE GROOVE IN THE PRECAST UNIT SHALL BE FILLED WITH MORTAR.
   D. OPENINGS FOR THE OUTLET SEWER SHALL BE PRECAST WITH A DIAMETER OF 3 INCHES LARGER THAN THE OUTSIDE DIAMETER OF THE OUTLET PIPE. ALL OTHER OPENINGS SHALL BE MADE IN THE FIELD AFTER MANHOLE HAS BEEN CONSTRUCTED.
3. ALL VERTICAL OPENINGS IN CONCRETE BLOCK STRUCTURE WALLS SHALL BE COMPLETELY FILLED WITH MORTAR. ALL VERTICAL WALL JOINTS SHALL BE CEMENT POINTED.
4. A "POURED 3500 P.S.I. CONCRETE BASE" WITHOUT STEEL REINFORCEMENT MAY BE SUBSTITUTED FOR PRECAST BASE WHEN APPROVED BY THE TOWNSHIP ENGINEER. A POROUS BACKFILL CUSHION WILL NOT BE REQUIRED UNDER THE POURED BASE UNLESS CONTRACTOR HAS EXCAVATED BELOW THE REQUIRED ELEVATION, AT WHICH TIME THE ENGINEER WILL DECIDE AS TO THE MERITS OF INCREASING THE THICKNESS OF THE CONCRETE BASE OR THE USE OF A POROUS BACKFILL CUSHION.
5. WHERE UNSTABLE GROUND CONDITIONS ARE ENCOUNTERED, SLAG OR STONE BEDDING SHALL BE USED AS DIRECTED BY THE ENGINEER IN ORDER TO PROVIDE A STABLE FOUNDATION FOR PIPE AND MANHOLES.
6. ALL PIPES ENTERING OR LEAVING A MANHOLE SHALL BE ADEQUATELY SUPPORTED BY POURING 2500 P.S.I. CONCRETE FILL FROM UNDISTURBED EARTH TO SPRINGLINE.
7. WHEREVER EXISTING MANHOLES OR SEWER PIPE ARE TO BE TAPPED, DRILL HOLES AT 4" CENTER TO CENTER AROUND PERIPHERY OR OPENING TO CREATE A PLANE OF WEAKNESS BEFORE BREAKING SECTION OUT.



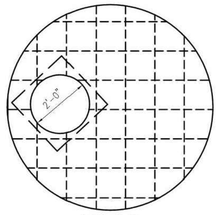
TYPICAL SECTION
PRECAST MANHOLE "F"

WALL THICKNESS "t"		
DEPTH	BRICK	CONCRETE OR BLOCK
0'-10'	8"	6"
10'-16'	12"	8"
16' & DEEPER	16"	12"

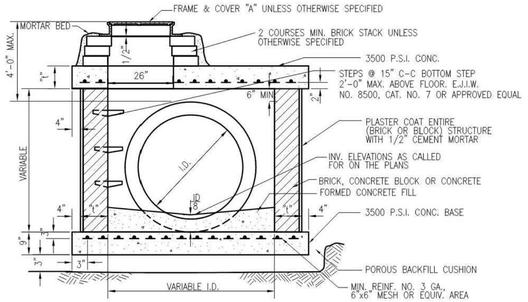
NOTES:
1. THIS MANHOLE SHALL BE USED ONLY WHEN MEETING CONDITIONS STATED IN THE "GENERAL MANHOLE NOTES", ITEM NO. 2A
2. PRECAST UNITS SHALL MEET REQUIREMENTS SPECIFIED BY A.S.T.M. C-478-68.

*3. DIAMETER OF MANHOLE SHALL BE INCREASED AS SHOWN ON PLANS OR IN THE PROPOSAL, DEPENDING ON THE DIAMETERS AND ANGLES OF THE SEWERS.

1 MANHOLE "F"
NOT TO SCALE



TOP SLAB



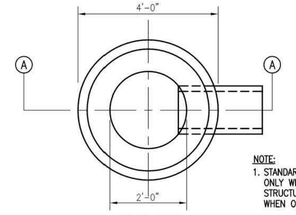
OUTLET I.D.	M.H. D	TOP SLAB "T"	WALLS "t"	REINFORCING STEEL (SLAB)
24" OR LESS	4'-0"	9"	8"	3/4" @ 9" EACH WAY
30"	*4'-0"	9"	8"	3/4" @ 9" EACH WAY
36"	*4'-0"	9"	12"	3/4" @ 9" EACH WAY
42"	*5'-0"	10"	12"	3/4" @ 9" EACH WAY
48" 54"	*6'-0"	11"	12"	7/8" @ 9" EACH WAY

M.H. D	TOP SLAB "T"	WALLS "t"	REINFORCING STEEL (SLAB)
7'-0"	12"	12"	7/8" @ 9" EACH WAY
8'-0"	12"	12"	1" @ 9" EACH WAY

TYPICAL SECTION

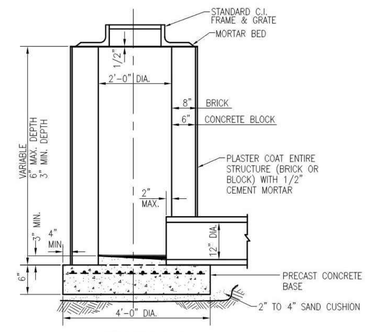
NOTES:
*1. DIA. SHALL BE INCREASED AS SHOWN ON PLANS OR IN THE PROPOSAL DEPENDING ON THE ANGLE OF THE SEWERS.
2. MH. "D" SHALL BE USED WHERE THE DEPTH OF COVER FROM THE TOP OF CASTING TO THE TOP OF SEWER IS LESS THAN 4'-0". MH. "D" SHALL BE CONSTRUCTED WITH A 2' SUMP WHERE DIAMETER OF OUTLET SEWER IS 24" OR LESS.

2 MANHOLE "D"
NOT TO SCALE



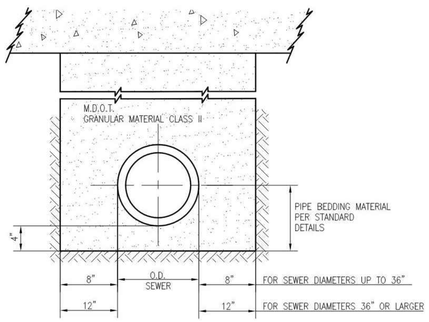
NOTE:
1. STANDARD INLET WILL BE USED ONLY WHEN OUTLETTING TO A STRUCTURE HAVING A SUMP OR WHEN OUTLETTING TO A DITCH

PLAN VIEW



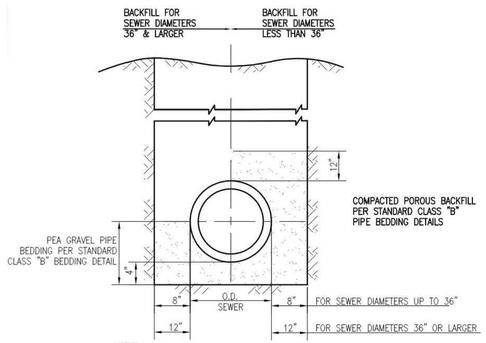
SECTION A-A

3 STANDARD INLET
NOT TO SCALE



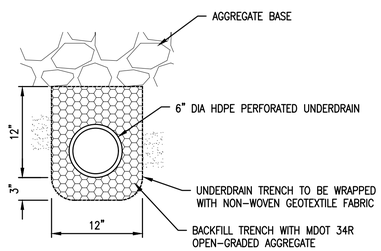
NOTES:
1. TRENCH "A" SHALL BE USED UNDER ROAD SURFACES, PAVEMENT, SIDEWALK, CURB, AGGREGATE & PAVED DRIVES AND WHERE THE EDGE OF TRENCH IS WITHIN 3 FEET OF THE PAVEMENT
2. GRANULAR MATERIAL SHALL BE PLACED BY THE "CONTROLLED DENSITY METHOD" OR OTHER MEANS HAVING APPROVAL OF THE ENGINEER AND IS TO BE COMPACTED TO 95% OF MAXIMUM UNIT WEIGHT

4 SEWER TRENCH "A"
NOT TO SCALE

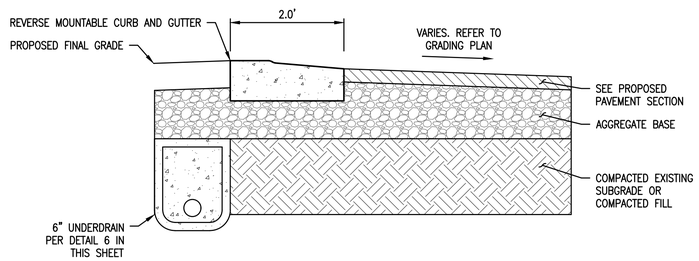


NOTES:
1. SUITABLE EXCAVATED BACKFILL MATERIAL SHALL BE PLACED IN ONE FOOT LAYERS AND COMPACTED BY MECHANICAL TAMPING OR OTHER EFFECTIVE MEANS HAVING APPROVAL OF THE ENGINEER, TO A DENSITY EQUIVALENT TO THE UNDISTURBED ADJACENT SOIL
2. TRENCH "B" SHALL BE USED UNDER CONDITIONS OTHER THAN SPECIFIED FOR TRENCH "A"

5 SEWER TRENCH "B"
NOT TO SCALE



6 6" UNDERDRAIN DETAIL
NOT TO SCALE



7 EDGE OF PAVEMENT UNDERDRAIN DETAIL
NOT TO SCALE

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2023/11/29
DATE

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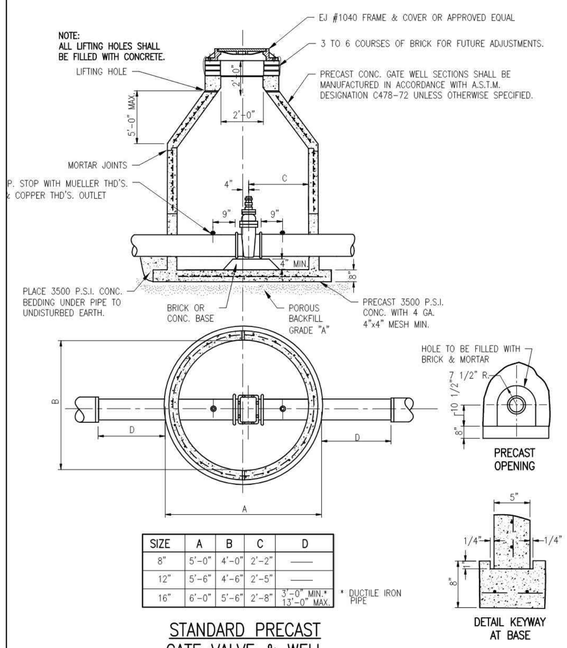
CHARTER TOWNSHIP OF YPSILANTI
CIVIC CENTER PARKING LOT DESIGN
7200 S HURON RIVER DRIVE, YPSILANTI, MICHIGAN

STORM SEWER DETAILS

C-502

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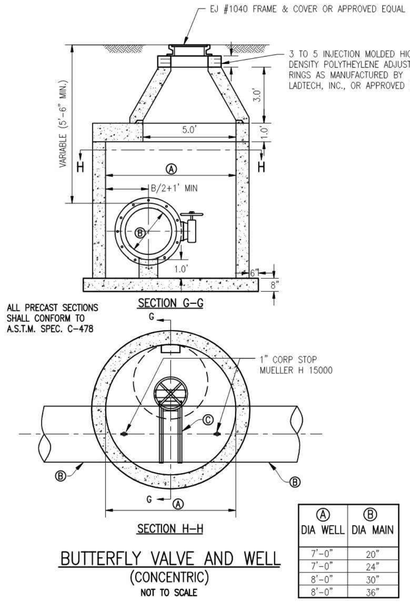
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SIZE	A	B	C	D
8"	5'-0"	4'-0"	2'-2"	——
12"	5'-6"	4'-6"	2'-5"	——
16"	6'-0"	5'-6"	2'-8"	3'-0" MIN.* 13'-0" MAX.

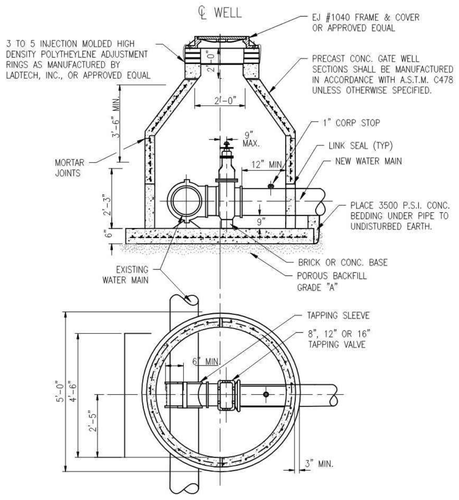
* DUCTILE IRON PIPE

STANDARD PRECAST GATE VALVE & WELL
(CONCENTRIC)

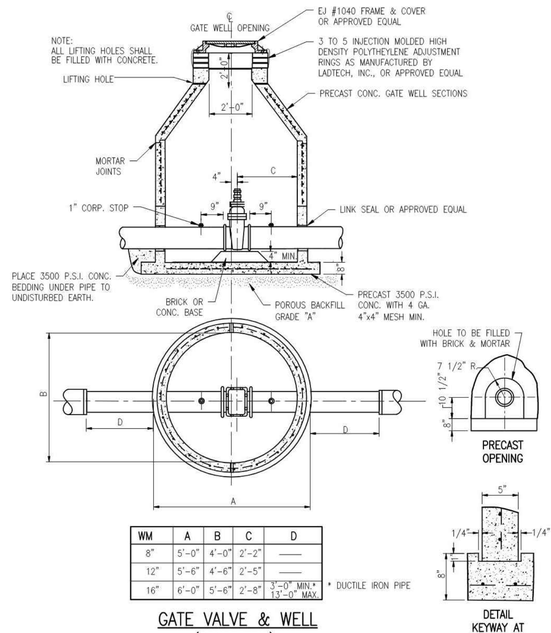


Ⓐ DIA WELL	Ⓑ DIA MAIN
7'-0"	20"
7'-0"	24"
8'-0"	30"
8'-0"	36"

BUTTERFLY VALVE AND WELL
(CONCENTRIC)
NOT TO SCALE



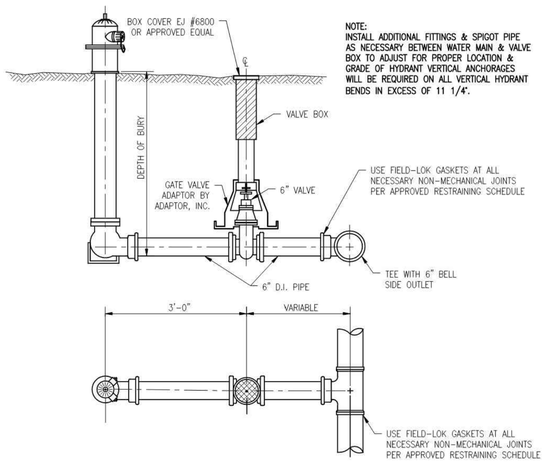
TAPPING SLEEVE, VALVE & WELL
(CONCENTRIC)
NOT TO SCALE



WM.	A	B	C	D
8"	5'-0"	4'-0"	2'-2"	——
12"	5'-6"	4'-6"	2'-5"	——
16"	6'-0"	5'-6"	2'-8"	3'-0" MIN.* 13'-0" MAX.

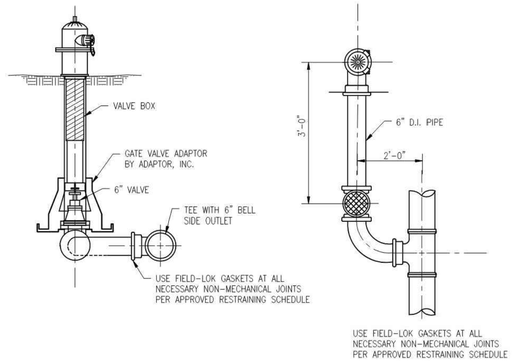
* DUCTILE IRON PIPE

GATE VALVE & WELL
(CONCENTRIC)
NOT TO SCALE

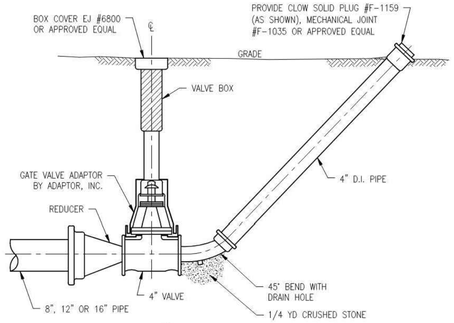


NOTE:
INSTALL ADDITIONAL FITTINGS & SPIGOT PIPE AS NECESSARY BETWEEN WATER MAIN & VALVE BOX TO ADJUST FOR PROPER LOCATION & GRADE OF HYDRANT VERTICAL ANCHORAGES WILL BE REQUIRED ON ALL VERTICAL HYDRANT BENDS IN EXCESS OF 11 1/4°.

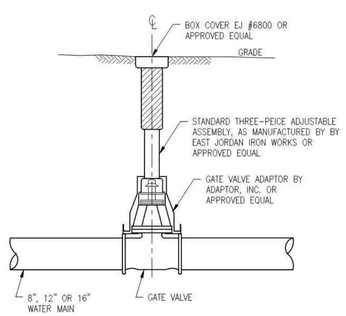
STANDARD HYDRANT SETTING
NOT TO SCALE



CLOSE COUPLE HYDRANT SETTING
NOT TO SCALE



4" BLOWOFF
NOT TO SCALE



GATE VALVE & BOX
NOT TO SCALE

Know what's below. Call before you dig.

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STANDARD WATER MAIN DETAILS

YPSILANTI COMMUNITY UTILITIES AUTHORITY
2777 STATE ROAD
YPSILANTI, MICHIGAN 48198-9112
(734) 484-4600
FAX: (734) 544-7221
WWW.YCUA.ORG
ENVIRONMENTAL LEADERS

DATE	SCALE	SHEET
09/25/19	NO SCALE	

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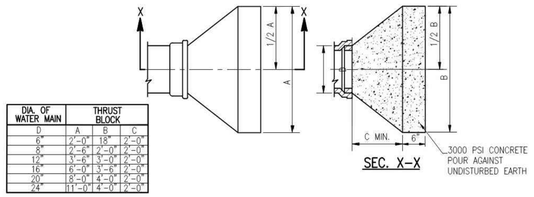
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7200 S HURON RIVER DRIVE, YPSILANTI, MICHIGAN

WATER MAIN DETAILS

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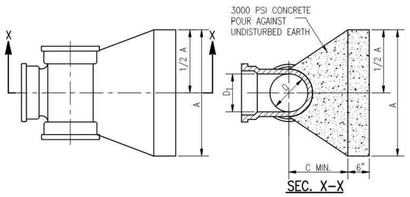
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DIA. OF WATER MAIN	THRUST BLOCK		
D	A	B	C
6"	2'-0"	18"	2'-0"
8"	2'-6"	2'-0"	2'-0"
12"	3'-6"	3'-0"	2'-0"
16"	6'-0"	3'-6"	2'-0"
20"	8'-0"	4'-0"	2'-0"
24"	11'-0"	4'-0"	2'-0"

THRUST BLOCK AT PLUG OR HYDRANT SHOE

NOT TO SCALE

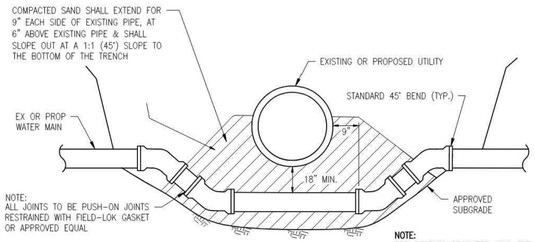


DIA. OF TEE		THRUST BLOCK	
D	D1	A	B
8"	8"	2'-6"	2'0"
12"	8"	2'-6"	2'0"
16"	8"	2'-6"	2'0"
12"	12"	3'-6"	2'0"
16"	12"	3'-6"	2'0"
20"	12"	3'-6"	2'0"
24"	12"	3'-6"	2'0"
16"	16"	6'-0"	2'3"
20"	16"	6'-0"	2'3"
24"	16"	6'-0"	2'3"

THRUST BLOCK AT TAPPING SLEEVE TEE

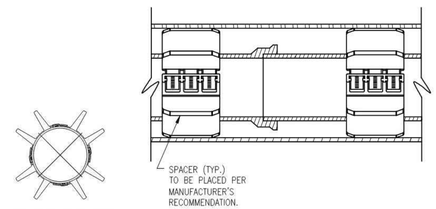
NOT TO SCALE

NOTE:
CONCRETE THRUST BLOCKS WILL NOT BE PERMITTED EXCEPT BEHIND HYDRANT SHOES AND TAPPING SLEEVES. USE OF CONCRETE THRUST BLOCKS IN OTHER LOCATIONS WILL NOT BE PERMITTED WITHOUT THE WRITTEN APPROVAL OF YCUA. ALL OTHER VERTICAL AND HORIZONTAL BENDS SHALL BE RESTRAINED WITH FIELD-LOK GASKETS OR APPROVED MECHANICAL JOINTS.



WATER MAIN LOWERING

NOT TO SCALE



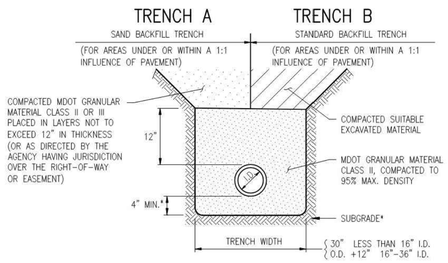
SPACER END VIEW

NOT TO SCALE

STANDARD CASING SECTION

NOT TO SCALE

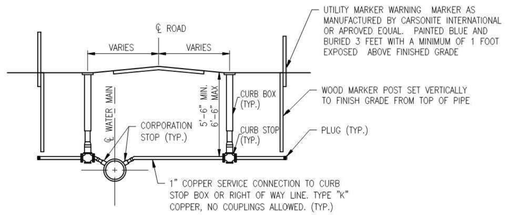
NOTES:
1. SPACERS FOR PLACEMENT IN THE ANNULAR SPACE BETWEEN THE CARRIER PIPE AND A CASING PIPE SHALL BE RANGER II AS MANUFACTURED BY PSI OR APPROVED EQUAL.
2. END SEALS SHALL BE MODEL C RUBBER SEAL WITH STAINLESS STEEL BANDS AS MANUFACTURED BY PSI OR APPROVED EQUAL.



BEDDING AND TRENCH BACKFILL DETAIL FOR WATER MAIN

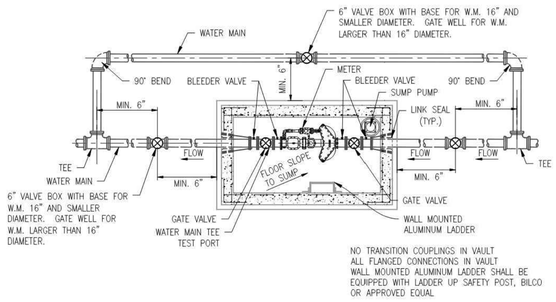
NOT TO SCALE

* NOTE: IF THE EXISTING SUBGRADE MATERIAL MEETS THE REQUIREMENTS FOR MDOT GRANULAR MATERIAL CLASS II (MINIMUM 4" THICK), THEN THE WATER MAIN MAY BE LAID DIRECTLY ON THE COMPACTED EXISTING SUBGRADE MATERIAL.



TYPICAL WATER SERVICE

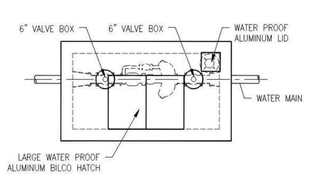
NOT TO SCALE



MASTER METER VAULT CONFIGURATION (WITHOUT COVER)

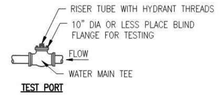
NOT TO SCALE

NOTES:
1. WHERE POSSIBLE THE METER VAULT SHALL BE LOCATED AWAY FROM TRAFFIC AREAS, ROADS, PARKING LOTS, ETC.
2. THE ACCESS HATCH SHALL BE SIZED LARGE ENOUGH TO ACCOMMODATE REMOVAL OF THE LARGEST METER OR THE LARGEST APPURTENANCE FOR MAINTENANCE PURPOSES. THE HATCH SHALL BE MANUFACTURED BY THE BILCO COMPANY. METER VAULT HATCH SHALL BE WATER TIGHT.
3. THE METER VAULT FLOOR SHALL BE SLOPED TO THE SUMP.
4. ELECTRICAL SERVICE SHALL BE SUPPLIED TO THE VAULT.



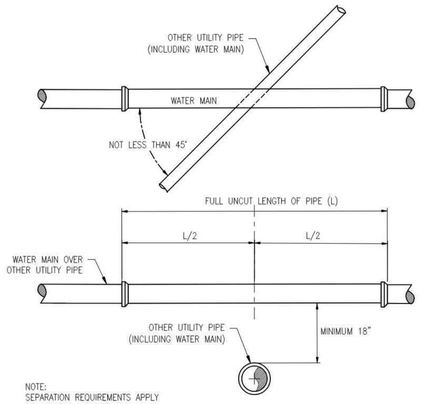
MASTER METER VAULT CONFIGURATION WITH COVER

NOT TO SCALE

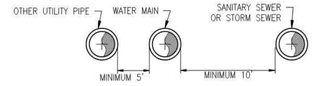


TEST PORT

PIPE DIA	TEST PORT SIZE
6"	6"
8"	8"
10"	10"
12"	10"
16"	10"



VERTICAL SEPARATION



HORIZONTAL SEPARATION

WATER MAIN CROSSING OTHER UTILITIES

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REVISIONS

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STANDARD WATER MAIN DETAILS

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2777 STATE ROAD
YPSILANTI, MICHIGAN 48198-9112
(734) 484-4600
FAX: (734) 544-7221
WWW.YCUA.ORG
ENVIRONMENTAL LEADERS

DATE 09/25/19 | SCALE NO SCALE | SHEET

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REVISION	DESCRIPTION	DATE
—	ISSUED FOR: FINAL REVIEW	2023/11/29

PROJECT NUMBER	PM	DISCIPLINE LEAD	CLIENT PROJ NO
098-22-0061	AMB	AMB	—

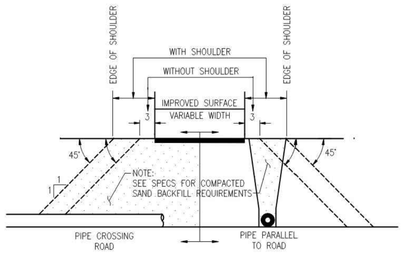
CHARTER TOWNSHIP OF YPSILANTI
CIVIC CENTER PARKING LOT DESIGN
7200 S HURON RIVER DRIVE, YPSILANTI, MICHIGAN

WATER MAIN DETAILS

C-504

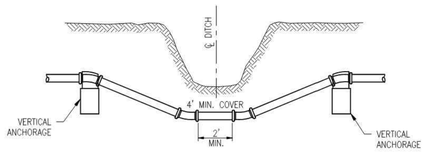
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BACKFILL IN THE AREA OF STREETS, ALLEYS SIDEWALKS, DRIVES & PARKING LOTS

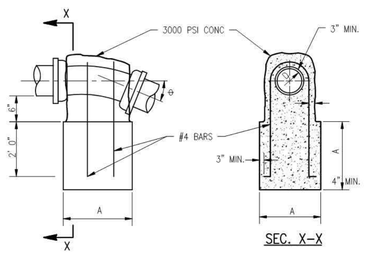
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USE FIELD-LOK GASKETS AT ALL NECESSARY NON-MECHANICAL JOINTS PER APPROVED RESTRAINING SCHEDULE

STANDARD DITCH CROSSING

NOT TO SCALE

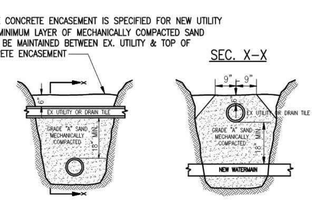


DETAIL OF VERTICAL ANCHORAGE

NOT TO SCALE

DIA. OF WATER MAIN	BEND θ	A	NUMBER OF BARS
D			
6"	22 1/2°	2'-0"	2
	45°	3'-3"	2
8"	22 1/2°	3'-3"	2
	45°	4'-0"	2
12"	11 1/4°	3'-3"	2
	22 1/2°	4'-0"	3
16"	11 1/4°	3'-3"	2
	22 1/2°	4'-0"	3
20"	11 1/4°	4'-0"	2
	22 1/2°	5'-0"	3
24"	11 1/4°	4'-0"	2
	22 1/2°	5'-0"	3

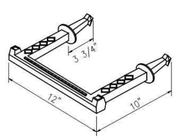
NOTE:
WHERE CONCRETE ENCASEMENT IS SPECIFIED FOR NEW UTILITY A 6" MINIMUM LAYER OF MECHANICALLY COMPACTED SAND SHALL BE MAINTAINED BETWEEN EX. UTILITY & TOP OF CONCRETE ENCASEMENT



COMPACTED SAND SHALL EXTEND FOR 9" EACH SIDE OF EXISTING PIPE, AT 6" ABOVE EXISTING PIPE & SHALL SLOPE OUT AT A 1:1 (45°) SLOPE TO THE BOTTOM OF THE TRENCH

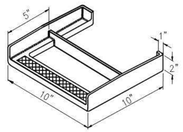
STANDARD PIPE SUPPORT

NOT TO SCALE



MANHOLE STEP

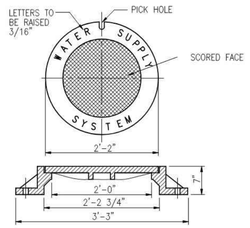
M.A. PSI-375
USE AS REQUIRED



STANDARD MANHOLE STEP

EJ 8500
USE AS REQUIRED

INSTALLED IN ECCENTRIC WELLS ONLY.
CONCENTRIC WELLS WILL NOT BE INSTALLED WITH STEPS.



STANDARD FRAME & COVER

EJ #1040
USE AS REQUIRED

PIPE RESTRAINT SCHEDULE

THE FOLLOWING TABLE IS A JOINT RESTRAINT SCHEDULE (DIPRA) FOR GROUND-BURIED DUCTILE IRON OR PVC PIPE. LENGTHS OF PIPE RESTRAINT ARE GIVEN IN FEET.

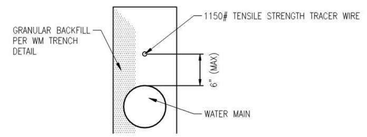
PIPE DIAMETER	TEES, 90°, PLUGS	45° BENDS	22 ½° BENDS	REDUCERS
6"	40	25	25	30
8"	55	25	25	30
12"	80	35	25	55
16"	100	40	25	60
24"	135	56	25	65

BASED UPON

INTERNAL PRESSURE:	180
PIPE DEPTH:	5
BEDDING CLASS:	TYPE 4
SOIL TYPE:	GOOD SAND
SAFETY FACTOR:	2

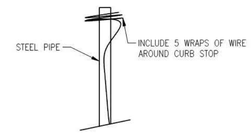
1. IF PIPE DIAMETER IS NOT LISTED IN THIS TABLE; THE NEXT LARGEST PIPE SHALL BE USED. THIS TABLE IS BASED ON A TEST PRESSURE OF 180 PSI (OPERATING PRESSURE PLUS WATER HAMMER).
2. FOR OTHER TEST PRESSURES, ALL VALUES TO BE INCREASED OR DECREASED PROPORTIONALLY. THE VALUES PROVIDED OF RESTRAINT LENGTH ARE IN EACH DIRECTION FROM THE POINT OF DEFLECTION OR TERMINATION EXCEPT FOR TEES, AT WHICH ONLY THE BRANCH IN THE DIRECTION OF THE STEM.
3. IF TIE RODS ARE USED, USE FOUR RODS MINIMUM AND ADD 1/8 INCH TO BAR DIAMETER AS CORROSION ALLOWANCE. SIZE REDUCTION IS BASED UPON THE PIPE DIAMETER SHOWN IN THIS TABLE.
4. MANUFACTURER'S RESTRAINT SCHEDULE AND SPECIFIC SITE CONDITIONS MAY MODIFY THE ABOVE SCHEDULE. ANY ALTERNATIVE SCHEDULE SHALL BE SUBMITTED TO YCUA FOR APPROVAL.

TRACER WIRE DETAILS



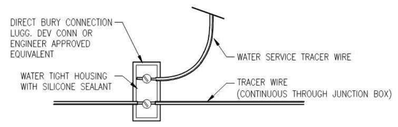
OPEN CUT MAIN LINE TRENCH

NOT TO SCALE



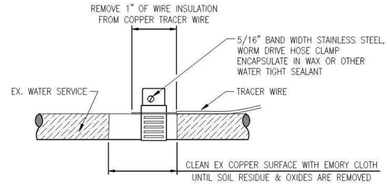
CURB BOX WIRE COIL

NOT TO SCALE



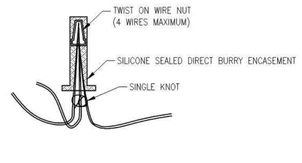
MAIN LINE JUNCTION BOX

NOT TO SCALE



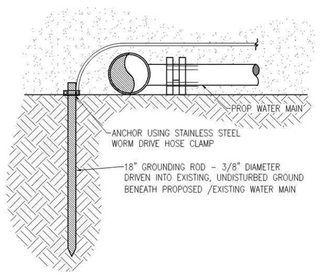
WATER SERVICE TERMINATION

NOT TO SCALE



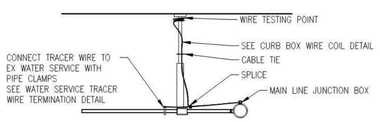
SPLICE CONNECTOR

NOT TO SCALE



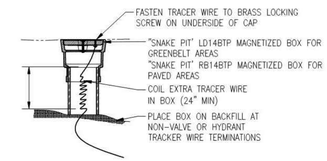
GROUNDING ROD TERMINATION

NOT TO SCALE



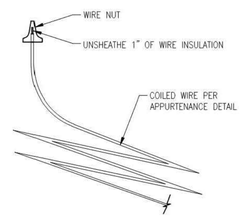
CURB STOP CONNECTION

NOT TO SCALE



TRACER WIRE TEST POINT

NOT TO SCALE



WIRE TESTING POINT

NOT TO SCALE

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STANDARD WATER MAIN DETAILS

YPSILANTI COMMUNITY UTILITIES AUTHORITY
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YPSILANTI, MICHIGAN 48198-9112
(734) 484-4600
FAX: (734) 544-7221
WWW.YCUA.ORG
ENVIRONMENTAL LEADERS

DATE	SCALE	SHEET
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ISSUED FOR:	DATE
FINAL REVIEW	2023/11/29

REVISION	DESCRIPTION
—	—

PROJECT NUMBER	PM	DISCIPLINE LEAD	CLIENT PROJ NO
0088-22.0061	AMB	AMB	—

CHARTER TOWNSHIP OF YPSILANTI
CIVIC CENTER PARKING LOT DESIGN
7200 S HURON RIVER DRIVE, YPSILANTI, MICHIGAN

WATER MAIN DETAILS

C-505

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33 10 00: WATER UTILITIES

MATERIALS

1. WATER TRANSMISSION AND DISTRIBUTION MAINS
   A. WATER TRANSMISSION AND DISTRIBUTION MAIN PIPE SHALL BE PRESSURE CLASS 350 DUCTILE IRON MANUFACTURED IN ACCORDANCE WITH AWWA C151 (ANSI A21.51), LATEST REVISION THEREOF. DUCTILE IRON PIPE SHALL BE STANDARD CEMENT DOUBLE THICKNESS LINED IN ACCORDANCE WITH AWWA C104 (ANSI A21.4), LATEST REVISION THEREOF. PIPE EXTERIOR SHALL BE SEAL COATED WITH AN APPROVED ASPHALT SEAL COAT.
   B. IF OTHER MATERIALS ARE PROPOSED FOR USE, THE APPLICANT SHALL FURNISH THE NECESSARY DESIGN DATA FOR THE PROPOSED DEPTH AND OPERATING CONDITIONS. USE OF MATERIALS OTHER THAN DUCTILE IRON WILL NOT BE ALLOWED UNLESS APPROVED BY YCUA.

2. FITTINGS
   A. FITTINGS SHALL BE DUCTILE IRON, 350 PSI WORKING PRESSURE RATING, MEETING THE REQUIREMENTS OF AWWA C110 (ANSI A21.10), OR AWWA C153 (ANSI A21.53) COMPACT FITTINGS, WITH CEMENT MORTAR LINING. CEMENT MORTAR LINING SHALL MEET AWWA C104 (ANSI A21.4) SPECIFICATION FOR A DOUBLE THICKNESS LINING WITH AN ASPHALT SEAL COAT OR FUSION BONDED EPOXY MEETING THE REQUIREMENTS OF AWWA C116, AS APPROVED BY YCUA.

3. JOINTS
   A. JOINTS SHALL BE PUSH-ON TYPE MEETING THE REQUIREMENTS OF AWWA C111 (ANSI A21.11). MECHANICAL OR FLANGED JOINTS WILL BE ALLOWED FOR SPECIAL APPLICATIONS, SUBJECT TO THE APPROVAL OF YCUA. SEALING GASKETS, RETAINER GLANDS AND LUBRICANTS FOR JOINTS SHALL MEET THE PIPE MANUFACTURER'S SPECIFICATIONS.
   B. THE LUBRICANT SHALL HAVE NO DELETERIOUS EFFECT UPON THE COLOR, TASTE OR ODOR OF POTABLE WATER AND SHALL NOT BE CORROSIVE TO EITHER THE PIPE OR GASKET.
   C. WHERE BELL AND SPIGOT PIPE AND FITTINGS MAY BE NECESSARY FOR CONNECTION TO EXISTING WATER MAINS, SHOP DRAWINGS OF SUCH PIPE AND FITTINGS SHALL BE SUBMITTED TO YCUA BY THE APPLICANT FOR APPROVAL.

4. JOINT RESTRAINT
   A. DUCTILE IRON JOINTS, WHERE REQUIRED, SHALL BE RESTRAINED BY AN APPROVED INSTANT PUSH-ON RESTRAINING DEVICE OR MECHANICAL RETAINING GLAND.
   B. PUSH-ON JOINTS SHALL BE RESTRAINED WITH APPROVED INSTANT JOINT-RESTRAINING DEVICES SUCH AS FIELD LOK GASKET MANUFACTURED BY U.S. PIPE COMPANY OR APPROVED EQUAL.
   C. MECHANICAL JOINT-RESTRAINING GLANDS SHALL BE THE MEGALUG SERIES AS MANUFACTURED BY EBAA IRON OR APPROVED EQUAL.
   D. THRUST BLOCKS, WHERE ALLOWED, SHALL BE MADE OF 3,000 PSI CONCRETE AND OF ADEQUATE SIZE AND SHAPE TO RESIST ALL DESIGN WORKING AND SURGE PRESSURES TO WHICH THE MAIN WILL BE SUBJECTED.
   E. HARNESSED JOINTS AND STEEL REINFORCED CONCRETE ANCHORAGE MAY BE REQUIRED ON PIPES LARGER THAN 16" DIAMETER.

5. VALVES, WELLS AND BOXES
   A. VALVES SHALL OPEN COUNTER-CLOCKWISE (LEFT) IN THE TOWNSHIP AND CLOCKWISE (RIGHT) WITHIN THE CITY. ALL VALVES SHALL BE EQUIPPED WITH AN OPERATING NUT 2" SQUARE AT THE BASE TAPERING TO 1 15/6" SQUARE AT THE TOP. THE OPERATING NUT ON CLOCKWISE-OPENING VALVES SHALL BE PAINTED RED.
   B. GATE VALVES SHALL BE DUCTILE IRON BODY AND BONNET, FULLY BRONZE MOUNTED, REDUCED WALL, RESILIENT-SEATED VALVES WITH NON-RISING STEMS CONFORMING TO THE APPLICABLE REQUIREMENTS OF AWWA C500, C509, AND C515, LATEST REVISIONS. VALVES SHALL HAVE A MINIMUM NON-SHOCK W.O.G. WORKING PRESSURE OF 200 PSI. THE WEDGE SHALL BE DUCTILE IRON WITH RUBBER-ENCAPSULATED SEATING SURFACES. STEM SHALL BE BRONZE OF NON-RISING DESIGN WITH DOUBLE O-RING PACKING.
   C. BUTTERFLY VALVES SHALL CONFORM TO AWWA C504, LATEST REVISION, AND DWSD SPECIFICATION S-363, BUTTERFLY VALVES FOR DISTRIBUTION SYSTEM.
   D. TAPPING SLEEVES AND VALVES
   I. TAPPING SLEEVES, WHEN SPECIFIED, SHALL CONFORM TO AWWA C223, LATEST REVISION AND SHALL BE FULL LENGTH OF HEAVY-DUTY STAINLESS-STEEL CONSTRUCTION DESIGNED FOR USE WITH THE TYPE OF PIPE TO BE TAPPED. TAPPING SLEEVE BODY SHALL BE 18-8 TYPE 304 STAINLESS STEEL. FLANGE SHALL BE CF8 CAST STAINLESS STEEL. BOLTS SHALL BE 304 STAINLESS STEEL. GASKET SHALL BE FULL CIRCUMFERENTIAL SBR COMPOUNDED FOR WATER SERVICE. TAPPING SLEEVE SHALL CONTAIN A TEST PLUG TO ASSURE SEAL PRIOR TO TAPPING.
   II. TAPPING VALVES SHALL MEET THE SPECIFICATIONS FOR GATE VALVES EXCEPT THAT THE VALVE SHALL HAVE A FLANGE COMPATIBLE WITH THE TAPPING SLEEVE.
   E. SWING CHECK VALVES SHALL HAVE A CAST OR DUCTILE IRON BODY AND BOLTED CAP WITH A MINIMUM NON-SHOCK W.O.G. WORKING PRESSURE OF 150 PSI. SEATS SHALL BE BRONZE AND SHALL BE SCREWED INTO THE VALVE BODY. THE DISC SHALL BE BRONZE OR CAST IRON WITH PERMANENTLY ROLLED IN BRONZE FACES. THE DISC HINGE PIN SHALL HAVE ANSI 125 POUND STANDARD DRILL FLAT-FACED FLANGES UNLESS OTHERWISE SPECIFIED OR SHOWN ON THE PLANS. VALVES SHALL HAVE OUTSIDE WEIGHTED ARM.
   F. AIR RELEASE VALVES WHEN SPECIFIED SHALL BE DESIGNED TO OPERATE UNDER A MAXIMUM OPERATING PRESSURE OF 300 PSI AND CAPABLE OF VENTING 200 CFFAS (CUBIC FEET OF FREE AIR PER SECOND). VALVES SHALL BE CAST IRON WITH BRONZE INTERNAL PARTS AND TYPE 304SS FLOAT.
   G. VALVE BOXES
   I. BOXES SHALL BE THREE-PIECE SCREW-TYPE, GRAY IRON, WITH 5¼" SHAFT, SUCH AS EAST JORDAN IRON WORKS #8560 OR APPROVED EQUAL.
   II. VALVE BOX LIDS SHALL BE GRAY IRON, NON-LOCKING, DROP-IN TYPE, WITH THE WORD 'WATER' IN RAISED LETTERS, SUCH AS EAST JORDAN IRON WORKS #6800 OR APPROVED EQUAL. VALVE BOX LIDS SHALL BE NON-LOCKING TYPE UNLESS OTHERWISE DIRECTED BY YCUA.
   III. VALVE BOXES SHALL BE EQUIPPED WITH A VALVE BOX ADAPTOR AS MANUFACTURED BY ADAPTOR, INC., OR APPROVED EQUAL. THE VALVE BOX BASE SHALL NOT REST UPON THE VALVE ASSEMBLY.
   H. VALVE WELLS
   I. VALVE WELLS AND COVERS SHALL BE PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS OF ITEM V.C.3, WASTEWATER SYSTEM, MATERIALS, MANHOLES AND VAULTS. VALVE WELLS CONSTRUCTED OVER AN EXISTING WATER MAIN SHALL HAVE A DOGHOUSE MUDDED TO AN 8" THICK COOKIE.
   II. COVERS SHALL HAVE THE WORDS "WATER SUPPLY" IN RAISED LETTERS SPACED IN FROM THE PERIPHERY OF THE COVER.
   III. VALVES IN WELLS SHALL BE AT LEAST 6" ABOVE THE FLOOR OF THE WELL, SUPPORTED WITH EITHER PRECAST OR FORMED CONCRETE.
   IV. CONNECTIONS OF WATER MAINS 6" THROUGH 24" DIAMETER TO VALVE WELLS SHALL BE THROUGH:
      - A FLEXIBLE RUBBER BOOT WHICH SHALL BE SECURELY CLAMPED INTO A CORE-DRILLED PIPE PORT. PIPE PORTS SHALL BE CORE-DRILLED AT THE POINT OF VALVE WELL MANUFACTURE AND SHALL BE ACCURATELY LOCATED WITHIN ½" OF PROPOSED WATER MAIN CENTERLINE (KOR-N-SEAL OR APPROVED EQUAL).
      - A SELF-ADJUSTING MECHANICAL PIPE TO MANHOLE SEAL WHICH PROVIDES A RESILIENT FLEXIBLE AND INFILTRATION-PROOF JOINT (RES-SEAL OR APPROVED EQUAL).
      - A FLEXIBLE RUBBER WEDGE FIRMLY RAMMED INTO A RUBBER GASKET WHICH IS CAST INTO THE VALVE WELL (PRESS WEDGE II OR APPROVED EQUAL).
      - NEOPRENE RUBBER FOR THE MANHOLE BOOT SHALL MEET ASTM SPECIFICATION C443 AND SHALL HAVE A MINIMUM THICKNESS OF 3/8". PIPE CLAMP BANDS SHALL BE OF CORROSION-RESISTANT STEEL.
      - CONNECTION OF WATER MAIN LARGER THAN 24" DIAMETER TO VALVE WELLS SHALL BE AS APPROVED BY YCUA.

6. FIRE HYDRANTS
   A. FIRE HYDRANTS SHALL BE EAST JORDAN IRON WORKS MODEL 5-BR250 OR MUELLER A-425 SUPER CENTURION, CONFORMING TO AWWA C502, BREAKABLE FLANGE TYPE, OPENING COUNTER-CLOCKWISE, WITH 5¼" VALVE SEAT OPENING AND 6" DIAMETER INLET. ALL HYDRANTS SHALL BE 6' BURY.
   B. FIRE HYDRANTS SHALL BE FULLY BRONZE MOUNTED, INCLUDING TOP OF THE OPERATING STEM WHERE IT PASSES THROUGH THE DOUBLE O-RING SEAL IN THE BRONZE PACKING GLAND. THE FORGED OPERATING STEM IN THE BASE AND THE VALVE SEAT SHALL ALSO BE OF BRONZE. THE MOLDED VALVE SHALL BE OF COMPOSITION RUBBER AND THE CAST IRON VALVE CLAMPS SHALL BE PACKED WITH O-RING SEALS AND HELD TIGHT TO THE STEM BY A THREADED BRONZE HEX RETAINER RING AND THREADED BRONZE LOCKNUT, ANCHORED WITH SET SCREWS.
   C. HYDRANTS SHALL HAVE NUT TYPE CAPS WITH CHAINS. TOP OPERATING NUT SHALL BE 1½" PENTAGONAL.
   D. HYDRANTS SHALL HAVE TWO 3½" (4.05" O.D.) PUMPER CONNECTIONS WITH NATIONAL STANDARD 7½ THREADS PER INCH. ALL HYDRANTS SHALL HAVE CITY OF ANN ARBOR STANDARD THREAD PATTERN.
   E. ALL HYDRANTS SHALL HAVE A 4" STORZ ADAPTER. THE ADAPTERS SHALL BE CONSTRUCTED OF A A-356 HIGH STRENGTH ALUMINUM ALLOY, PAINTED ORANGE. THE STORZ SEALING SURFACE SHALL HAVE A MACHINED METAL SEAT. THE THREADS AND METAL SEAT AREAS SHALL BE TEFLON COATED. THE ADAPTERS SHALL BE EQUIPPED WITH A SET OF TYPE 302 STAINLESS STEEL BUTTERFLY VANES DESIGNED TO AUTOMATICALLY OPEN, BY USE OF STAINLESS STEEL TORSION SPRING, WITH WATER FLOW AND AUTOMATICALLY CLOSE WHEN FLOW IS STOPPED. THE ADAPTER SHALL BE INSTALLED ON THE LEFT SIDE OF THE HYDRANT WHEN FACING THE HYDRANT FROM THE ROAD.
   F. ALL HYDRANTS SHALL BE CONSTRUCTED WITH A COMPANION GATE VALVE IN A VALVE BOX.

7. CORROSION CONTROL
   A. POLYETHYLENE ENCASEMENT SHALL BE INSTALLED ON ALL DUCTILE IRON WATER MAIN, FITTINGS AND APPURTENANCES. POLYETHYLENE ENCASEMENT SHALL MEET THE REQUIREMENTS SPECIFIED IN AWWA C105 (ANSI 21.5), LATEST REVISION. POLYETHYLENE ENCASEMENT SHALL BE A MINIMUM OF 8 MIL THICK CLASS AC (BLACK) POLYETHYLENE. THE ENCASEMENT SHALL OVERLAP THE JOINT BY APPROXIMATELY 12" ON EITHER SIDE AND BE SECURED TO THE PIPE WITH POLYETHYLENE ADHESIVE TAPE. ALL PIPE, FITTINGS AND APPURTENANCES SHALL BE ENCASED AND TAPED.
   B. ADDITIONAL CORROSION CONTROL MATERIALS, IF NECESSARY, SHALL BE IN ACCORDANCE WITH THE RECOMMENDATION OF DIPRA.

8. MISCELLANEOUS MATERIALS
   A. ALL NUTS AND BOLTS LOCATED BELOW GRADE SHALL BE TYPE 304 STAINLESS STEEL.
   B. TRACER WIRE
   I. WIRE TO BE USED FOR TRACER PURPOSES SHALL BE #12 THNN SOLID SINGLE STRAND COPPER WITH BLUE INSULATION.
   II. CONNECTION SHALL BE MADE USING 3M DBR-09964 WIRE CONNECTORS, OR EQUAL.
   C. POST INDICATORS AND VALVES
   I. POST INDICATORS, WHEN SPECIFIED, SHALL BE AMERICAN FLOW CONTROLS SERIES A240 OR CLOW SERIES 2954A WITH ALUMINUM PLATES INDICATING OPEN OR SHUT. POST INDICATOR SHALL OPEN LEFT.
   II. POST INDICATOR VALVES SHALL BE AMERICAN FLOW CONTROL MODEL 2500 OR CLOW MODEL F-6120. ALL VALVES SHALL OPEN LEFT.
   II. POST INDICATORS AND THEIR CORRESPONDING VALVES MUST BE MADE BY THE SAME MANUFACTURER.
   D. BOLLARDS SHALL BE 4" DIAMETER GALVANIZED SCHEDULE 40 STEEL POSTS 36" TO 48" TALL WITH A MINIMUM DEPTH OF BURY OF 24". THE POSTS SHALL BE SET IN AND FILLED WITH 3000 PSI CONCRETE. BOLLARDS SHALL BE PAINTED OSHA "SAFETY YELLOW."
   E. CASING PIPE CONSTRUCTION
   I. SPACERS FOR PLACEMENT IN THE ANNULAR SPACE BETWEEN THE CARRIER PIPE AND A CASING PIPE SHALL BE RANGERII AS MANUFACTURED BY PSI OR APPROVED EQUAL.
   II. END SEALS SHALL BE MODEL C RUBBER SEAL WITH STAINLESS STEEL BANDS AS MANUFACTURED BY PSI OR APPROVED EQUAL.
   F. MATERIALS FOR OTHER WATER SUPPLY SYSTEM INFRASTRUCTURE, INCLUDING BUT NOT NECESSARILY LIMITED TO PRESSURE REDUCING VALVES, STORAGE FACILITIES, AND BOOSTER PUMPS STATIONS, WILL BE EVALUATED INDIVIDUALLY.

CONSTRUCTION METHODS

1. GENERAL
   A. EXCAVATION
      EXCAVATION, BEDDING, AND BACKFILL OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH REQUIREMENTS OUTLINED IN CHAPTER VIII, GRADING AND EARTHWORK, EXCEPT AS MODIFIED HEREIN.
   B. WATER USE
      SUBJECT TO THE APPROVAL OF YCUA, THE PROPRIETOR CAN USE THE EXISTING WATER SUPPLY SYSTEM TO OBTAIN WATER NEEDED TO COMPLETE THE WATER SUPPLY SYSTEM IMPROVEMENTS. THE PROPRIETOR SHALL PROVIDE SUITABLE BACKFLOW PREVENTION FOR ANY TEMPORARY CONNECTIONS TO THE EXISTING WATER SUPPLY SYSTEM. THE PROPRIETOR SHALL PROVIDE YCUA CERTIFICATION FOR ANY BACKFLOW PREVENTION DEVICES PROPOSED FOR USE AND SHALL COORDINATE ACCEPTABLE CONNECTION LOCATIONS WITH YCUA. AS DIRECTED BY YCUA, ANY WATER USED FROM THE SYSTEM MAY BE REQUIRED TO BE METERED AND PAID FOR AT THE CURRENT YCUA WATER USAGE RATE IN EFFECT AT THE TIME OF THE CONSTRUCTION OF PROJECT.
   C. VALVE OPERATION
      UNLESS DIRECTED OTHERWISE BY YCUA, OPERATION OF VALVES ON THE EXISTING WATER SUPPLY SYSTEM WILL BE THE RESPONSIBILITY OF THE CONTRACTOR PERFORMING THE WORK. ALL VALVE OPERATION PERFORMED BY A CONTRACTOR SHALL ONLY BE OBSERVED BY YCUA AND/OR ITS DESIGNATED REPRESENTATIVE. ADVANCED NOTICE TO YCUA AND/OR ITS DESIGNATED REPRESENTATIVE AS WELL AS ANY YCUA CUSTOMERS WHOSE WATER SUPPLY WILL BE INTERRUPTED BY THE VALVE OPERATION IS REQUIRED. SUCH ADVANCED NOTICE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE PROVIDED AT LEAST TWO BUSINESS DAYS WILL BE REQUIRED PRIOR TO A SCHEDULED CONTRACTOR VALVE OPERATION. SERVICE INTERRUPTIONS SHALL ONLY BE SCHEDULED TO OCCUR MONDAY THROUGH THURSDAY.

2. SUBMITTALS
   A. CERTIFICATIONS
      ALL PIPE, FITTINGS, AND APPURTENANCES DELIVERED TO THE JOB SHALL BE ACCOMPANIED BY CERTIFICATION PAPERS SHOWING THAT THE MATERIALS HAVE BEEN MANUFACTURED AND TESTED IN ACCORDANCE WITH ALL APPLICABLE STANDARDS.
   B. SHOP DRAWINGS
      SHOP DRAWINGS MAY BE REQUIRED FOR CERTAIN MATERIALS INCLUDING, BUT NOT NECESSARILY LIMITED TO, CORROSION CONTROL MEASURES, PRESSURE REDUCING VALVES, STORAGE FACILITIES, AND BOOSTER PUMP STATIONS, PRIOR TO FABRICATION AND MANUFACTURE.

3. DELIVERY, HANDLING, AND STORAGE
   A. WATER SUPPLY SYSTEM MATERIALS SHALL BE DELIVERED, HANDLED, AND STORED IN ACCORDANCE WITH ALL APPLICABLE AWWA REQUIREMENTS, MANUFACTURER'S RECOMMENDATIONS, AND AS SPECIFIED BY YCUA.
   B. UPON DELIVERY TO THE PROJECT SITE ALL MATERIALS WILL BE INSPECTED BY YCUA OR ITS DESIGNATED REPRESENTATIVE. REJECTED MATERIALS SHALL BE IMMEDIATELY REMOVED FROM THE PROJECT SITE BY THE PROPRIETOR.

4. SEQUENCING
   IN GENERAL, WATER SUPPLY SYSTEM IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING SEQUENCE:
   A. INSTALL NEW WATER MAIN AND APPURTENANCES.
   B. FLUSHING.
   C. PRELIMINARY HYDROSTATIC TESTING (RECOMMENDED, PERFORMED AT THE PROPRIETOR'S DISCRETION).
   D. DISINFECTION.
   E. FLUSHING.
   F. BACTERIOLOGICAL TESTING.
   G. HYDROSTATIC TESTING.
   H. CONNECT TO EXISTING WATER SUPPLY SYSTEM.
   I. CONNECT WATER SERVICES TO NEW WATER MAIN; ABANDON/REMOVE OLD WATER MAIN AND/OR APPURTENANCES (IF NECESSARY).
   J. ABANDON AND/OR REMOVE OUT-OF-SERVICE WATER MAIN AND APPURTENANCES, IF NECESSARY.

5. INSTALLATION
   A. WATER TRANSMISSION AND DISTRIBUTION MAINS AND FITTINGS
   I. DUCTILE IRON PIPE AND FITTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF AWWA C600, LATEST REVISION, AND AS MODIFIED HEREIN. INSTALLATION VIA OPEN-CUT EXCAVATION SHALL BE ACCOMPLISHED IN ACCORDANCE WITH STANDARD LAYING CONDITIONS.
      - DUCTILE IRON PIPES SHALL BE FULLY ENCLOSED IN POLYETHYLENE ENCASEMENT AND LAID ON A COMPACTED SAND CUSHION, 4" THICK. SAND SHALL CONFORM TO FINE AGGREGATE MDOT 2NS.
      - NS SAND BEDDING MATERIAL SHALL BE PLACED AROUND AND ABOVE THE PIPE TO A HEIGHT OF 12" ABOVE THE PIPE.
      - SAND SHALL BE COMPACTED TO 12" ABOVE THE PIPE TO NOT LESS THAN 95 PERCENT OF THE MAXIMUM UNIT DENSITY AS DETERMINED AT OPTIMUM MOISTURE CONTENT.
   II. OTHER PIPE MATERIALS AND FITTINGS APPROVED FOR USE BY YCUA SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE STANDARDS, MANUFACTURER'S RECOMMENDATIONS, AND AS DIRECTED BY YCUA.
   III. WATER DISTRIBUTION AND TRANSMISSION MAINS SHALL BE INSTALLED VIA OPEN-CUT EXCAVATION WHEREVER POSSIBLE. OTHER ACCEPTABLE MEANS OF INSTALLATION ARE TRENCHLESS TECHNOLOGIES SUCH AS HORIZONTAL DIRECTIONAL DRILLING AND PIPE-BURSTING. INSTALLATIONS USING OTHER METHODS INCLUDING, BUT NOT NECESSARILY LIMITED TO, CASING PIPE CONSTRUCTION AND RIVER CROSSINGS SHALL BE COMPLETED AS DIRECTED AND/OR APPROVED BY YCUA.
   B. JOINTS AND JOINT RESTRAINT
   I. ALL JOINT MATERIALS SHALL BE ASSEMBLED IN ACCORDANCE WITH STANDARD PRACTICE, THE MANUFACTURER'S RECOMMENDATIONS AND AS DIRECTED BY YCUA.
   II. RESTRAINTS SHALL BE APPLIED TO ALL JOINTS THAT DEFLECT PIPE 11¼0 OR GREATER, INCLUDING TEES, HYDRANT SHOES, REDUCERS, PLUGS AND CAPS. FOR PUSH-ON JOINTS, APPROVED RESTRAINTS ARE REQUIRED AT THE JOINT AND IN EACH DIRECTION AT AN ADEQUATE DISTANCE TO RESIST THE AXIAL THRUST OF THE TEST PRESSURE. WHERE MECHANICAL JOINTS ARE APPROVED BY YCUA, PROPER RESTRAINTS SHALL ALSO BE INSTALLED IN EACH DIRECTION AT AN ADEQUATE DISTANCE IN COMBINATION WITH APPROVED MECHANICAL RESTRAINTS AT THE JOINT.
   III. NO CONCRETE THRUST BLOCKS SHALL BE INSTALLED IN COMBINATION WITH APPROVED RESTRAINTS UNLESS APPROVED BY YCUA. THRUST BLOCKS, WHERE ALLOWED, SHALL BE FORMED OF 3,000 PSI CONCRETE AND SHALL BE INSTALLED AGAINST UNDISTURBED EARTH.
   C. VALVES, WELLS AND BOXES
   I. PRIOR TO INSTALLATION, VALVES SHALL BE INSPECTED FOR DIRECTION OF OPENING, NUMBER OF TURNS TO OPEN, FREEDOM OF OPERATION, TIGHTNESS OF PRESSURE CONTAINING BOLTING AND TEST PLUGS, CLEANLINESS OF VALVE PORTS AND SEATING SURFACES. ALL BOLTS AND NUTS, EXCEPT FOR ADJUSTING BOLTS OR SCREWS IN BUTTERFLY VALVES, SHALL BE CHECKED FOR PROPER TIGHTNESS. SEAT ADJUSTING BOLTS IN BUTTERFLY VALVES SHALL BE ADJUSTED ONLY AS RECOMMENDED BY THE MANUFACTURER.
   II. WATER MAIN SHALL BE PLACED LEVEL THROUGH ALL VALVE WELLS UNLESS SPECIFIED OTHERWISE BY YCUA.
   III. ALL FLEXIBLE PIPE TO VALVE WELL CONNECTIONS SHALL BE INSTALLED PER MANUFACTURERS' SPECIFICATIONS.
   D. FIRE HYDRANTS
   I. FIRE HYDRANTS SHALL BE INSTALLED IN ACCORDANCE WITH AWWA MANUAL M17. EACH HYDRANT WILL BE SET PLUMB AND BRACED FIRMLY IN THIS POSITION. CONNECTION OF THE HYDRANT TO THE BRANCH WILL BE MADE BY MEANS OF MECHANICAL JOINTS, AS HEREIN SPECIFIED UNDER JOINTING. ALL JOINTS BETWEEN THE HYDRANT AND THE MAIN WILL BE RESTRAINED BY THE SAME MEANS AS USED FOR WATER MAIN AS SPECIFIED IN ITEM IV.D.5.B.
   II. IF HYDRANTS ARE FURNISHED WITH DRAIN OUTLETS, THE OUTLETS MUST BE PERMANENTLY CAPPED OR PLUGGED.
   III. AFTER THE HYDRANT HAS BEEN SET, AN ADDITIONAL 1' DEPTH OF GRAVEL SHALL BE SPREAD AND TAMPED AROUND THE HYDRANT. WHEN THIS HAS BEEN DONE, THE REMAINING BACKFILL WILL BE PLACED AND COMPACTED, TAKING CARE AT ALL TIMES TO AVOID JARRING THE HYDRANT.
   IV. AFTER HYDRANTS HAVE BEEN INSTALLED AND TESTED, THE PORTION ABOVE GROUND SHALL BE PAINTED WITH 2 COATS OF RUSTOLEUM OSHA "SAFETY YELLOW."
   E. CLEANING AND TESTING
   I. CLEANING
      PRIOR TO DISINFECTION AND HYDROSTATIC TESTING, NEWLY CONSTRUCTED WATER MAINS LESS THAN 24" IN DIAMETER SHALL BE THOROUGHLY FLUSHED TO REMOVE ALL ACCUMULATED DEBRIS THAT MY HAVE ENTERED THE LINE DURING CONSTRUCTION. FLUSHING SHALL INCLUDE THE USE OF A "POLLY PIG" OR APPROVED EQUAL, TO REMOVE ACCUMULATED DEPOSITS. THE FREQUENCY OF RUNNING THE "POLLY PIG" THROUGH THE WATER MAINS SHALL BE DETERMINED BY THE DEBRIS DISCHARGING FROM THE EFFLUENT. SEVERAL PASSES WITH THE "POLLY PIG" THROUGH THE NEWLY CONSTRUCTED SYSTEM MAY BE REQUIRED BEFORE THE MAIN IS ACCEPTABLE. PROCEDURES FOR USE OF THE "POLLY PIG", OR APPROVED EQUAL EQUIPMENT, MAY BE PER THE MANUFACTURER'S SPECIFICATIONS. MAINS 24" IN DIAMETER AND LARGER SHALL BE MANUALLY CLEANED AND INSPECTED DURING INSTALLATION.
   II. TESTING
      - BACTERIOLOGICAL
        AFTER FLUSHING, THE WATER MAINS SHALL BE DISINFECTED IN ACCORDANCE WITH AWWA C651, LATEST REVISION.
        THE PROPRIETOR SHALL FURNISH CHLORINE AND ALL NECESSARY LABOR AND EQUIPMENT FOR ITS APPLICATION. THE PROPRIETOR SHALL MAKE SUITABLE ARRANGEMENTS WITH YCUA FOR BACTERIOLOGICAL ANALYSIS. THE PROPRIETOR SHALL DISPOSE OF HIGH RESIDUAL CHLORINE WATER BY A METHOD APPROVED BY YCUA.
        WATER MAINS 24" IN DIAMETER AND LARGER SHALL BE CHLORINATED IN SECTIONS BETWEEN MAIN LINE VALVES. CHLORINE SOLUTION SHALL BE RENEWED AND TRANSFERRED TO THE NEXT ADJACENT SECTION OF PIPE MINIMIZING THE VOLUME OF WATER NEEDED TO STERILIZE THE MAIN.
      - HYDROSTATIC
        WITHIN A REASONABLE LENGTH OF TIME FOLLOWING INSTALLATION AND BACKFILLING, THE PROPRIETOR SHALL COMPLETE ALL WORK NECESSARY TO PERFORM HYDROSTATIC TESTING.
        THE HYDROSTATIC TESTING SHALL BE CONDUCTED IN ACCORDANCE WITH AWWA C600, LATEST REVISION.
        THE PROPRIETOR SHALL PERFORM ALL NECESSARY PRELIMINARY HYDROSTATIC TESTS AND SHALL MAKE ALL NECESSARY REPAIRS, INCLUDING THE REPAIR OF ALL VISIBLE LEAKS AND CRACKS, AND RE-TESTS WITH HIS OWN FORCES TO READY THE WATER MAINS FOR FINAL HYDROSTATIC INSPECTION AND TESTING. IMMEDIATELY AFTER THE WATER MAINS HAVE PASSED SUCH PRELIMINARY TESTS, THE PROPRIETOR SHALL PERFORM A FINAL HYDROSTATIC INSPECTION AND TEST.
        THE HYDROSTATIC TEST SHALL BE CONDUCTED BEFORE THE NEW WATER MAIN IS CONNECTED TO THE EXISTING WATER SYSTEM, EXCEPT AS SPECIFIED BELOW. THE PROPRIETOR SHALL FURNISH ALL NECESSARY PERSONNEL, TEMPORARY BLOW-OFFS, PLUGS, BRACING, TEST PUMPS AND ALL OTHER NECESSARY APPARATUS FOR CONDUCTING THE TEST. TESTING SHALL BE CONDUCTED UNDER THE OBSERVATION OF THE YCUA OR ITS DESIGNATED REPRESENTATIVE.
        AT THE OPTION OF YCUA, TESTING MAY BE PERFORMED AGAINST CLOSED VALVES PROVIDING THAT THE NEW MAIN TO BE TESTED AND THE TESTING APPARATUS SHALL HAVE FIRST BEEN FLUSHED AND CHLORINATED IN ACCORDANCE WITH ACCEPTED PROCEDURE. AFTER CHLORINATION AND SUBSEQUENT FLUSHING, A SAMPLE OF WATER MUST SHOW SAFE BACTERIOLOGICAL RESULTS THROUGH A TEST BY A RECOGNIZED LABORATORY. IN THE EVENT OF AN UNSATISFACTORY HYDROSTATIC TEST, THE PROPRIETOR WILL CUT THE NEW MAIN, INSTALL CAPS OR PLUGS, PRESSURE TEST AND RE-CHLORINATE.
        EACH HYDRANT ASSEMBLY SHALL BE TESTED. THE TEST SHALL CONSIST OF FLUSHING THE HYDRANT FOR A MINIMUM OF 10 MINUTES. DURING THE TEST PERIOD, THE 6" GATE VALVE SHALL BE CLOSED AND OPENED. THE PROPRIETOR SHALL PROVIDE ALL NECESSARY EQUIPMENT AND LABOR FOR MAKING THE TESTS, INCLUDING HOSES FOR DISPOSAL OF WATER. A TESTING SCHEDULE AND METHOD OF DISPOSING OF FLUSHING WATER SHALL BE SUBMITTED TO YCUA FOR APPROVAL. THE TESTING SCHEDULE SHALL BE COORDINATED WITH YCUA OR ITS DESIGNATED REPRESENTATIVE.
   F. CORROSION CONTROL
   I. POLYETHYLENE ENCASEMENT SHALL BE INSTALLED AS SPECIFIED IN AWWA C105 (ANSI 21.5), LATEST REVISION.
   II. ADDITIONAL CORROSION CONTROL MEASURES, IF NECESSARY, SHALL BE INSTALLED IN ACCORDANCE WITH THE RECOMMENDATION OF DIPRA AND/OR THE MANUFACTURER.
   G. OTHER WATER SUPPLY SYSTEM INFRASTRUCTURE INCLUDING, BUT NOT NECESSARILY LIMITED TO, PRESSURE REDUCING VALVES, STORAGE FACILITIES, AND BOOSTER PUMPS STATIONS, SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE AWWA STANDARDS, MANUFACTURERS' RECOMMENDATIONS, AND AS DIRECTED BY YCUA.

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ISSUED FOR:	FINAL REVIEW	2023/11/29
REVISION	DESCRIPTION	DATE

PROJECT NUMBER	PM	DISCIPLINE LEAD	CLIENT PROJ NO
0098-22-0061	AMB	AMB	---

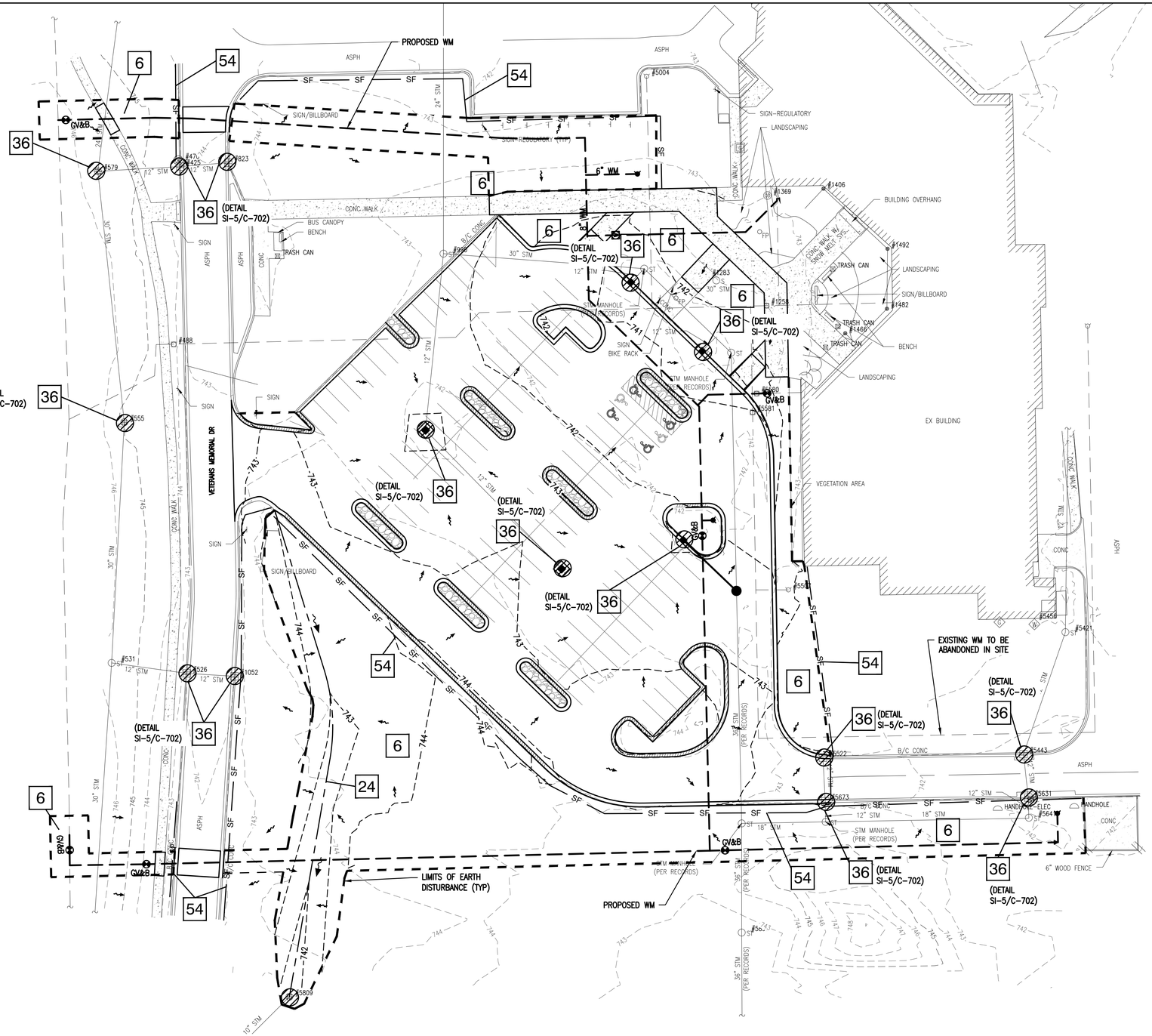
CHARTER TOWNSHIP OF YPSILANTI
CIVIC CENTER PARKING LOT DESIGN
7200 S HURON RIVER DRIVE, YPSILANTI, MICHIGAN

WATER MAIN NOTES AND SPECIFICATIONS

C-506

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LEGEND

- 665 / 664 — EXISTING CONTOUR
- 840 / 839 — PROPOSED CONTOUR
- PROPOSED LIMITS OF EARTH DISTURBANCE
- FLOW DIRECTION
- SF — SF — SILT FENCE

N

HALF GRAPHIC SCALE: FULL — 60 feet, 30 feet; 0, 15, 30, 60, 90

USGS SOIL ABBREVIATION	SOIL DESCRIPTION
SfB	SEWARD SANDY LOAM, LOAMY SUBSOIL VARIANT, 2 TO 6 PERCENT SLOPES

NOTE: A GRAVEL TRACKING MAT SHALL BE INSTALLED AT ANY POINT OF INGRESS OR EGRESS TO THE CONSTRUCTION SITE TO A LENGHT NOT LESS THAN 50 FEET AND WHERE POSSIBLE TO A LENGHT OF 100 FT.

SOIL EROSION AND SEDIMENTATION CONTROL MEASURES

6	Seeding with Mulch and/or Matting	Erosion Control Blanket and Turf Mat—Facilitates establishments of vegetative cover Effective for drainageways with low velocity. Easily placed in small quantities by inexperinced personnel. Should include prepared topsoil bed. — PERMANENT MEASURE	6
14	Aggregate Cover	Temporary Stone Access Drive — provide a stable gravel access approach, Minimizes the tracking of loose material from the construction Site onto public roadways.(see detail S53/C-703) — TEMPORARY MEASURE	
24	Grassed Waterway	Much more stable form of drainageway than bare channel. Grass tends to slow runoff and filter out sediment. Used where bare channel would be eroded. — PERMANENT MEASURE	24
36	Catch Basin, Drain Inlet	Low Point Inlet Filter — Collects high velocity concentrated runoff. Use details SI-1, SI-2, SI-5 OR SI-6/C-702) — TEMPORARY MEASURE	
54	Silt Fence	Silt Fence — Filters and detains runoff. (see detail SP-2/C-702) — TEMPORARY MEASURES	SF

AREA OF DISTURBANCE: ±2.38 ACRES

OWNER:
CHARTER TWP OF YPSILANTI
7200 S HURON RIVER DR
YPSILANTI, MI 4819

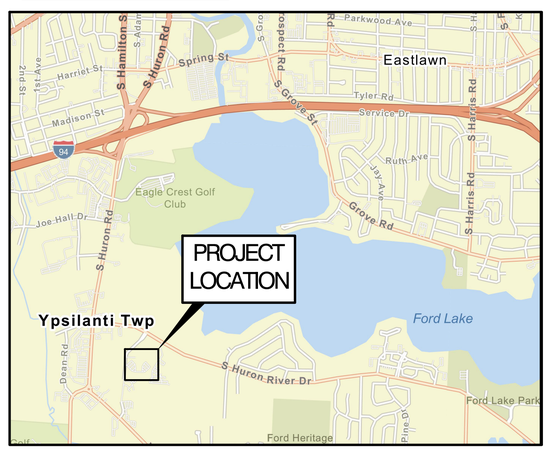
PARCEL NUMBER: K-11-21-200-025

DO NOT DISCHARGE CONCRETE/GROUT WASHOUT INTO STORM DRAINS, CATCH BASINS OR TO THE SANITARY SEWER SYSTEM. PERFORM WASHING OF CONCRETE TRUCKS IN AN APPROVED OFFSITE LOCATION.

FLOODPLAIN NOTE:
SITE NOT LOCATED WITHIN ANY FLOODPLAIN LIMITS.

THE NEAREST WATER OF STATE IS FORD LAKE ±2,300 FT NORTH EAST OF THE SITE

YP#21-10B-2B COM AT SE COR OF SEC, TH S 79-57 W 2380.98 FT IN S/L OF SEC, TH N 2-34-50 W 484.04FT, TH N 22-36-25 W 245.98 FT, TH N 42-38 W 326.62 FT TH N 46-11 W 814.59 FT, TH N 47-06 W 1005.84 FT TH N 0-22 E 1028.88 FT FOR POB, TH N 0-22 E 1465.00 FT, TH N 89-52-30 E 100.88 FT, TH 470.98 FT IN ARC OF CURVE RT, RAD. 900.0 FT, CHORD S 75-08 E 465.62 FT, TH S 60-08-30 E 654.09 FT, TH S 29-51-30 W 1180.20 FT, TH N 89-38 W 540.00 FT TO POB, BEING PART OF NW 1/4, SEC 21 T3S R7E 26.00 AC



VICINITY MAP
NOT TO SCALE

NORTH

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

SOIL EROSION AND SEDIMENTATION CONTROL MAINTENANCE SCHEDULE

TASK	FREQUENCY	TRACKING MAT	SILT FENCE	INLET FILTERS	STORM SEWER	CB SUMPS	VEGETATION
INSPECT FOR SEDIMENT ACCUMULATION	WEEKLY	X	X	X	X	X	
REMOVE ACCUMULATED SEDIMENT	AS NEEDED		X	X	X	X	
INSPECT FOR FLOATABLES AND DEBRIS	WEEKLY				X	X	
REMOVE FLOATABLES AND DEBRIS	AS NEEDED				X	X	
INSPECT FOR PERMIT CONFORMANCE	AFTER RAIN	X	X	X			
RESTORE TO PERMIT CONFORMANCE	AS NEEDED	X	X	X			
INSPECT FOR SOIL EROSION	AFTER RAIN						X
RESTORE TO PREVENT EROSION	AS NEEDED						X
SCRAPE STREET/DRIVES	DAILY						
SWEEP STREET/DRIVES	WEEKLY						

SOIL EROSION AND SEDIMENTATION CONTROL OPERATION TIME SCHEDULE

CONSTRUCTION SEQUENCE	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	WEEK 6	WEEK 7	WEEK 8	WEEK 9	WEEK 10	WEEK 11
TEMPORARY EROSION CONTROL MEASURES											
PAVEMENT DEMOLITION											
AGGREGATE BASE, CURB, SIDEWALK & PAVEMENT											
WATER MAIN INSTALLATION											
FINISH GRADING & SOIL STABILIZATION											
CLEAN UP											

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REVISION	DESCRIPTION
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PROJECT NUMBER	DISCIPLINE LEAD	CLIENT PROJ NO
0038-22.0061	AMB	—

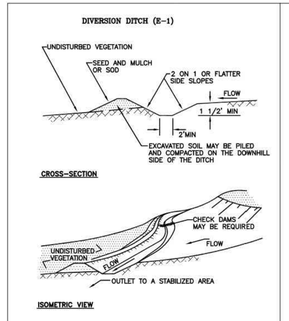
CHARTER TOWNSHIP OF YPSILANTI
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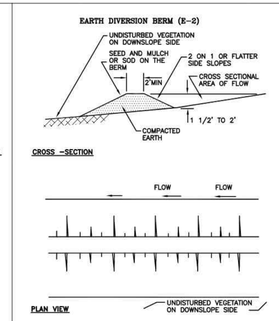
SOIL EROSION CONTROL PLAN

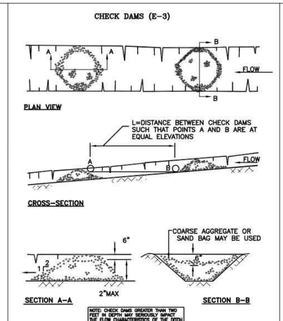
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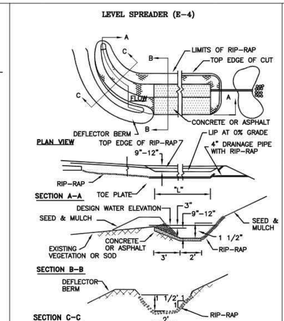
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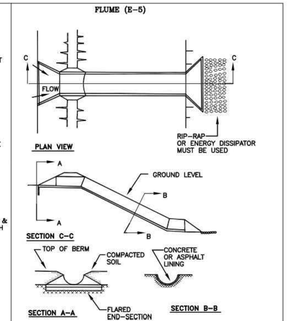
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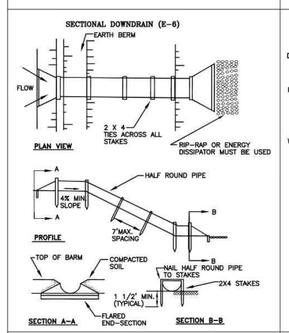


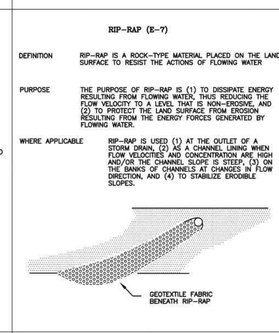


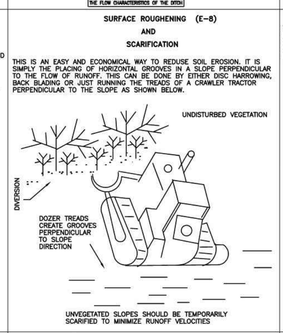


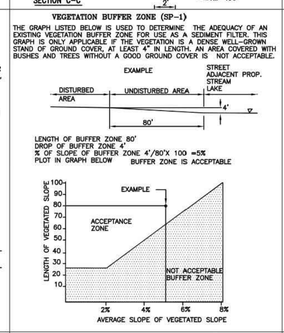


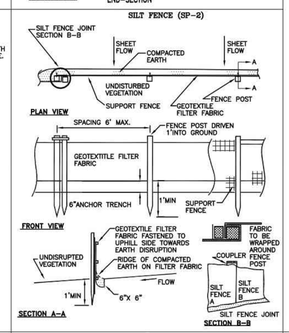


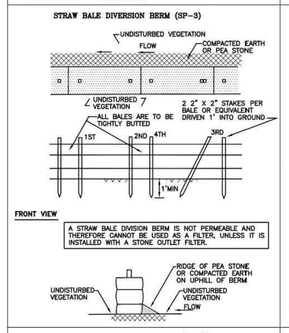


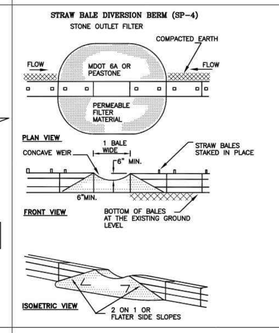


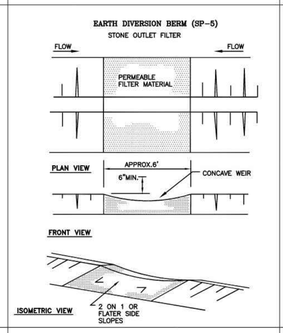


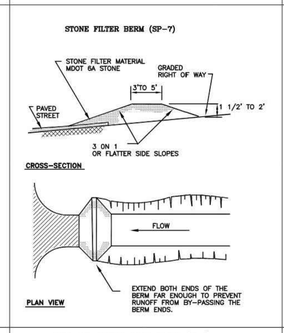


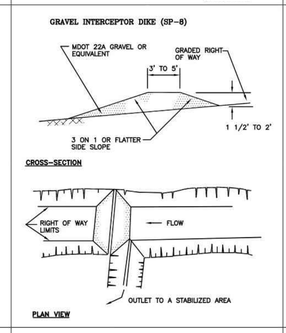


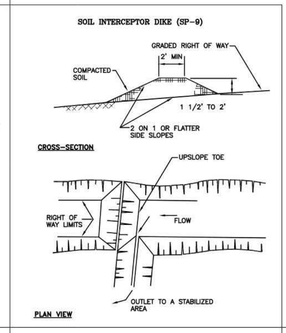


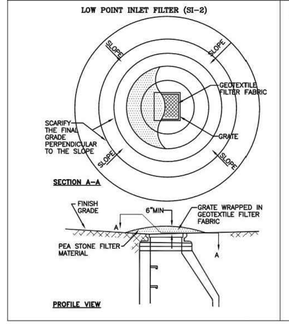


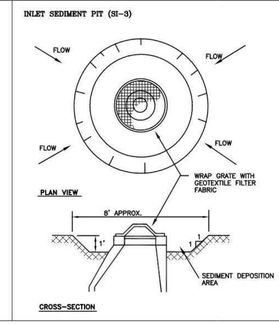


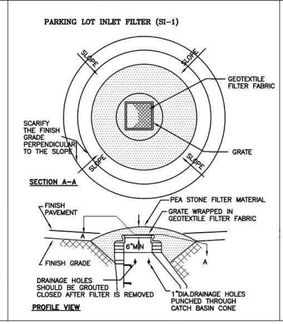


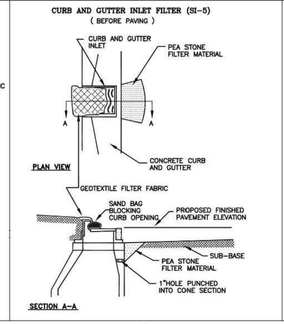


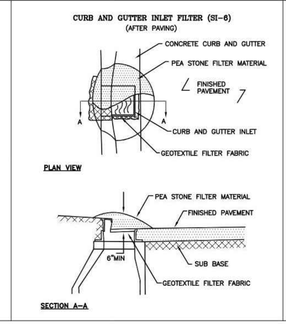


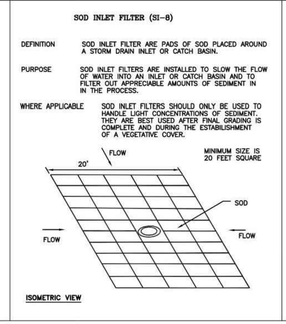


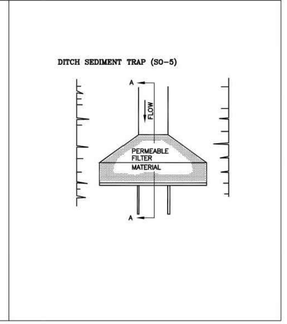












RULE 323.1703
SOIL EROSION AND SEDIMENTATION CONTROL PLAN REQUIREMENTS.

A PERSON SHALL PREPARE A SOIL EROSION AND SEDIMENTATION CONTROL PLAN FOR ANY EARTH CHANGE IDENTIFIED IN R 323.1704. A PERSON SHALL DESIGN THE PLAN TO EFFECTIVELY REDUCE ACCELERATED SOIL EROSION AND SEDIMENTATION AND SHALL IDENTIFY FACTORS THAT MAY CONTRIBTUE TO SOIL EROSION OR SEDIMENTATION, OR BOTH. THE PLAN SHALL INCLUDE, BUT NOT BE LIMITED TO, ALL OF THE FOLLOWING:

(A) A MAP OR MAPS AT A SCALE OF NOT MORE THAN 200 FEET TO THE INCH OR AS OTHERWISE DETERMINED BY THE COUNTY OR LOCAL ENFORCING AGENCY. A MAP SHALL INCLUDE A LEGAL DESCRIPTION AND SITE LOCATION SKETCH THAT INCLUDES THE PROXIMITY OF ANY PROPOSED EARTH CHANGE TO LAKES OR STREAMS, OR BOTH; PREDOMINATE LAND FEATURES; AND CONTOUR INTERVALS OR SLOPE DESCRIPTION.

(B) A SOILS SURVEY OR A WRITTEN DESCRIPTION OF THE SOIL TYPES OF THE EXPOSED LAND AREA CONTEMPLATED FOR THE EARTH CHANGES.

(C) DETAILS FOR PROPOSED EARTH CHANGES, INCLUDING ALL OF THE FOLLOWING:

(i) A DESCRIPTION AND THE LOCATION OF THE PHYSICAL LIMITS OF EACH PROPOSED EARTH CHANGE.

(ii) A DESCRIPTION AND THE LOCATION OF ALL EXISTING AND PROPOSED ON-SITE DRAINAGE AND DEWATERING FACILITIES.

(iii) THE TIMING SEQUENCE OF EACH PROPOSED EARTH CHANGE.

(iv) THE LOCATION AND DESCRIPTION FOR INSTALLING AND REMOVING ALL PROPOSED TEMPORARY SOIL EROSION AND SEDIMENTATION CONTROL MEASURES.

(v) A DESCRIPTION AND THE LOCATION OF ALL PROPOSED PERMANENT SOIL EROSION AND SEDIMENTATION MEASURES.

(v) A PROGRAM PROPOSAL FOR THE CONTINUED MAINTENANCE OF ALL PERMANENT SOIL EROSION AND SEDIMENTATION CONTROL MEASURES THAT REMAIN AFTER PROJECT COMPLETION, INCLUDING THE DESIGNATION OF THE PERSON RESPONSIBLE FOR THE MAINTENANCE. MAINTENANCE RESPONSIBILITIES SHALL BECOME A PART OF ANY SALES OR EXCHANGE AGREEMENT FOR THE LAND ON WHICH THE PERMANENT SOIL EROSION CONTROL MEASURES ARE LOCATED.

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ISSUE NO.	BID DATE
B.G. DRN.	DATE 03/25/04
TOPO DRN.	DESIGN
PROFILE DRN.	ENG. DRN.
APPROVED	SCALE V: H: NTS

YPSILANTI TOWNSHIP
TOWNSHIP STANDARD
SOIL EROSION CONTROL DETAILS

CLIENT: YPSILANTI TOWNSHIP

ORCHARD, HILTZ & McCLIMENT, INC.
OHM CONSULTING ENGINEERS
34000 Plymouth Road
Livonia, MI 48150
(734) 522-6711
(734) 522-6427 FAX

TOPO: CAD
DRAWING: SESC.dwg
LAYOUT: SESC

SHEET

JOB NO.

OHM
ARCHITECTS ENGINEERS PLANNERS
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ISSUED FOR	DESCRIPTION
REVISION	---
2023/11/29	DATE

PROJECT NUMBER	DISCIPLINE LEAD	CLIENT PROJ NO
0098.22.0061	AMB	---
PM	AMB	---

CHARTER TOWNSHIP OF YPSILANTI
CIVIC CENTER PARKING LOT DESIGN
7200 S HURON RIVER DRIVE, YPSILANTI, MICHIGAN

SOIL EROSION CONTROL STANDARD DETAILS

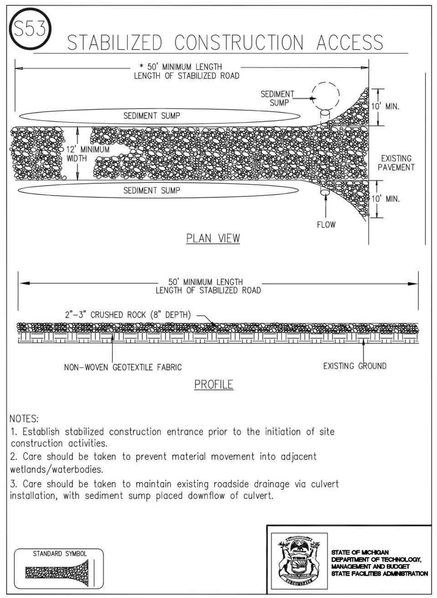
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C-702

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31 25 00: EROSION AND SEDIMENTATION CONTROLS

1. SESC REGULATOR – YPSILANTY TOWNSHIP.
2. SUBMITTALS: PRODUCT INFORMATION FOR EACH MATERIAL PROPOSED FOR USE, INCLUDING AGGREGATE / RIPRAP (INCLUDE GRADATION ANALYSIS), GEOSYNTHETICS, MULCH AND MULCH BLANKETS, TURF REINFORCEMENT MATS, SILT FENCE, DEWATERING FILTER BAGS, EROSION EELS, WATTLES, AND INLET FILTERS.
3. TEMPORARY SOIL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE FABRICATED OF THE MATERIALS SPECIFIED IN THE LATEST EDITION OF THE BEST MANAGEMENT PRACTICES (BMP) GUIDELINES PUBLISHED BY THE MDEQ AND/OR THE WASHTENAW COUNTY REQUIREMENTS.
4. TEMPORARY CONTROL MEASURES SHALL BE INSTALLED BY THE CONTRACTOR TO CONTROL EROSION OF EARTH AND TO MAINTAIN QUALITY OF DISCHARGED RUNOFF DURING THE ACTIVITIES DESCRIBED IN THIS CONTRACT AND SHOWN ON THE CONTRACT PLANS. REMOVE AND DISPOSE OF TEMPORARY MEASURES AFTER THE CONCLUSION OF ASSOCIATED WORK WHEN PERMANENT CONTROL MEASURES AND RESTORATION ARE FUNCTIONING FULLY, THE SITE IS STABILIZED (ESTABLISHMENT OF VEGETATION OR THE PROPER PLACEMENT, GRADING OR COVERING OF SOIL TO ENSURE RESISTANCE TO SOIL EROSION, SLIDING OR OTHER EARTH MOVEMENT) AND ONLY UNDER THE DIRECTION OF THE OWNER'S REPRESENTATIVE.
5. PERMANENT CONTROL MEASURES SHALL BE INSTALLED BY THE CONTRACTOR TO CONTROL EROSION OF EARTH AND MAINTAIN QUALITY OF DISCHARGED RUNOFF DURING AND AFTER EXECUTION OF THE CONTRACT. COMPLETE PERMANENT SOIL EROSION CONTROL MEASURES FOR THE EARTH CHANGE WITHIN FIVE (5) CALENDAR DAYS AFTER FINAL GRADING OR UPON COMPLETION OF FINAL EARTH CHANGE.
6. COMPLY WITH ALL REGULATIONS OF AUTHORITIES HAVING JURISDICTION FOR EARTH CHANGES, STORMWATER QUALITY, AND RUNOFF DISCHARGE. INSPECT AND MAINTAIN ALL CONTROL MEASURES DAILY. INSPECTIONS BY THE OWNER OR A REGULATOR MAY OCCUR AND RESULT IN DIRECTION FOR MAINTENANCE OR EXPANSION OF INSTALLED MEASURES; CONTRACTOR SHALL COMPLY AT NO ADDITIONAL COST.
7. NO DEMOLITION, CUTTING, GRADING, EARTH CHANGE, EXCAVATION, FILLING, OR CONSTRUCTION SHALL BE PERFORMED PRIOR TO FULL IMPLEMENTATION OF CONTROL MEASURES.
8. DESIGN, CONSTRUCT, AND COMPLETE THE EARTH CHANGE IN A MANNER THAT LIMITS THE EXPOSED AREA OF DISTURBED LAND FOR THE SHORTEST PERIOD OF TIME. CONTROL MEASURES SHALL BE INSTALLED TO CONVEY WATER AROUND, THROUGH OR FROM THE EARTH CHANGE AT A NON–EROSIVE VELOCITY. REMOVE SEDIMENT CAUSED BY ACCELERATED SOIL EROSION FROM RUNOFF WATER BEFORE IT LEAVES THE SITE OF THE EARTH CHANGE.
9. INSTALL TEMPORARY INLET FILTERS AT ALL ADJACENT AND DOWN–GRADIENT STORM WATER INLETS, CATCH BASINS, AND MANHOLES THAT MAY BE IMPACTED BY DRAINAGE FROM THE CONSTRUCTION ACTIVITIES.
10. REPLACE INLET FILTERS THAT HAVE HOLES OR ARE INUNDATED WITH SEDIMENT. STORM DRAINS MUST BE PROTECTED FROM DUST, SEDIMENT, AND DEBRIS. CATCH BASIN INLET FILTERS SHALL BE MAINTAINED CLEAN AT ALL TIMES THROUGHOUT THE CONSTRUCTION PERIOD.
11. SILT FENCE SHALL BE INSTALLED AROUND ALL DISTURBED EARTH AND MAINTAINED AT ALL TIMES THROUGHOUT THE CONSTRUCTION PERIOD. PERFORM SILT FENCE REPAIR OR REPLACEMENT AS NECESSARY ACCORDING TO THE MANUFACTURER'S SPECIFICATIONS. MAINTENANCE INCLUDES THE REMOVING OF BUILT–UP SEDIMENT ACCUMULATES TO ½ THE HEIGHT OF THE FENCE. CONTRACTOR SHALL REMOVE, REPLACE, RETRENCH, OR RE–BACKFILL THE FENCE IF IT FAILS OR IS DAMAGED BY CONSTRUCTION ACTIVITY.
12. STOCKPILES AND OTHER SPOIL PILES SHALL BE MINIMIZED AND SHALL BE PLACED AWAY FROM THE DRAINAGE SYSTEM TO MINIMIZE SEDIMENT TRANSPORT. IF THE STOCKPILE AND/OR SPOIL PILE MUST REMAIN ON–SITE OVERNIGHT, OR IF THE WEATHER CONDITIONS INDICATE THE CHANCE FOR PRECIPITATION, A) COVER THE PILE WITH WATER REPELLENT MATERIAL AND/OR B) INSTALL SILT FENCING AROUND THE BASE OF THE PILE OR APPLY OTHER CONTROL METHODS APPROPRIATE TO THE SITE. WET OR COVER STOCKPILES TO PREVENT WIND EROSION.
13. DITCHES AND SWALES SHALL HAVE CHECK DAMS INSTALLED AT REGULAR INTERVALS; CULVERT INLETS AND/OR SPILLWAYS SHALL BE PROTECTED WITH STONE BERMS OR STRAW BALES.
14. CONSTRUCTION ENTRANCE(S) CONSISTING OF RIP RAP OR OPEN–GRADED STONE AGGREGATE OVER STABILIZATION GEOTEXTILE SHALL BE INSTALLED AND MAINTAINED TO PREVENT TRACKING OF SOILS OFF SITE.
15. THROUGHOUT THE CONSTRUCTION PERIOD, ALL MUD/SILT TRACKED ONTO EXISTING ROADS FROM THE SITE DUE TO CONSTRUCTION SHALL BE IMMEDIATELY REMOVED BY THE CONTRACTOR BY SWEEPING.
16. SEEDING OR OTHER STABILIZATION SHALL BE REQUIRED IMMEDIATELY TO AREAS DAMAGED BY RUNOFF.
17. DUST CONTROL: USE WATER AND WETTING TO PREVENT THE SPREAD OF DUST AND DEBRIS AND AVOID THE CREATION OF A NUISANCE IN THE SURROUNDING AREA. DO NOT USE WATER IF IT RESULTS IN HAZARDOUS OR OBJECTIONABLE CONDITIONS SUCH AS, BUT NOT LIMITED TO, ICE, MUD, FLOODING, OR POLLUTION. GOOD HOUSEKEEPING PRACTICES MUST BE EMPLOYED AT THE JOBSITE. MINIMIZE DUST.
18. POLLUTION PREVENTION: DURING WORK ACTIVITIES IF SUSPECT CONTAMINATED SOIL (CHEMICAL OR UNUSUAL ODORS, STAINING, UNUSUAL COLORING, AND/OR CONTAIN MAN–MADE DEBRIS), GROUNDWATER (CHEMICAL OR UNUSUAL ODORS, UNUSUAL COLORING, AND/OR SHEEN), OR OTHER UNKNOWN MATERIAL IS ENCOUNTERED CONTACT THE OWNER'S REPRESENTATIVE IMMEDIATELY. IMMEDIATELY CEASE ALL EXCAVATION, DEWATERING, TRANSPORT, OR DISTURBANCE OF THE SUSPECT MATERIAL UNTIL GIVEN DIRECTION BY THE OWNER'S REPRESENTATIVE.
19. DISCHARGING POLLUTANTS SUCH AS CHEMICALS, FUELS, LUBRICANTS, BITUMINOUS MATERIALS, RAW SEWAGE, AND OTHER HARMFUL WASTE INTO OR ALONGSIDE OF RIVERS, STREAMS, IMPOUNDMENTS, STORM SEWERS, OR INTO NATURAL OR MAN–MADE CHANNELS LEADING THERETO IS STRICTLY PROHIBITED. ANY SPILLS OR DISCHARGES AS DESCRIBED ABOVE SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE IMMEDIATELY.
20. ANY WATER USED DURING CONCRETE AND ASPHALT WORK (INCLUDING SWEEPING AND SAW–CUTTING) MUST BE CONTAINED AND COLLECTED FOR PROPER DISPOSAL. SUGGESTED CONTROLS INCLUDE WET VACUUM OR ABSORBENTS.
21. DEWATERING: UNCONTAMINATED GROUNDWATER AND SEDIMENT–FREE SURFACE WATER MAY BE DISCHARGED TO AN INLET FILTER–PROTECTED STORM DRAIN. CONTRACTOR SHALL USE A FILTER (DEWATERING) BAG CONNECTED TO THE END OF THE DEWATERING DISCHARGE PIPE. THE FINAL DISCHARGE MUST BE CLEAR (NO TURBIDITY) AND ON A CLEAN SURFACE (NOT ON EXPOSED SOILS). INSPECT AND MAINTAIN THE PUMP HOSES AND FILTER BAGS DAILY, REPLACE COMPROMISED OR DETERIORATED EQUIPMENT IMMEDIATELY. IF THERE ARE INDICATIONS OF POSSIBLE CONTAMINATION, OR IF THE WATER IS TURBID, IMMEDIATELY CEASE DISCHARGE.



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PRELIMINARY - NOT FOR CONSTRUCTION

ISSUED FOR:	DATE
FINAL REVIEW	2023/11/29

REVISION	DESCRIPTION

PROJECT NUMBER	PM	DISCIPLINE LEAD	CLIENT PROJ NO
0098-22-0061	AMB	AMB	---

CHARTER TOWNSHIP OF YPSILANTI
CIVIC CENTER PARKING LOT DESIGN
7200 S HURON RIVER DRIVE, YPSILANTI, MICHIGAN

SOIL EROSION CONTROL DETAILS AND SPECIFICATIONS

C-703

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CONSTRUCTION DOCUMENTS
FOR
CIVIC CENTER PARKING LOT AND WATER MAIN

CHARTER TOWNSHIP OF YPSILANTI
YPSILANTI, MICHIGAN

OHM ADVISORS

34000 Plymouth Road
Livonia, MI, 48150

0098-20-0060

<%Issue Date%>

TABLE OF CONTENTS

BIDDING REQUIREMENTS
00 11 13 ADVERTISEMENT FOR BIDS.....00 11 13_1
00 21 13 INSTRUCTIONS TO BIDDERS .....00 21 13_1-7
00 41 00 BID FORM.....00 41 00_1-6
00 43 13.02 BID BOND.....00 43 13.02_1-2
00 43 36 SUBCONTRACTOR LISTING .....00 43 36_1-2
00 45 13 STATEMENT OF QUALIFICATIONS .....00 45 13 _1-3
00 45 14 IRAN LINKED BUSINESS CERTIFICATION

CONTRACT FORMS
00 52 13 AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT .....00 52 13_1-6
00 61 13.13 PERFORMANCE BOND.....00 61 13.13_1-2
00 61 13.16 PAYMENT BOND .....00 61 13.16_1-2
00 61 19 WARRANTY BOND .....00 61 19_1-3

CONDITIONS OF THE CONTRACT

00 72 00 STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT ..1-49
00 73 00 SUPPLEMENTARY CONDITIONS.....00 73 00_1-3
00 73 423 WAGE RATE REQUIREMENTS

TECHNICAL SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS
01 00 00 GENERAL REQUIRMENENTS .....01 10 00_1-2
01 22 00 UNIT PRICES.....01 22 00
013119.13 PRE-CONSTRUCTION MEETINGS

ADVERTISEMENT FOR BIDS

Charter Township of Ypsilanti
Ypsilanti, MI
Civic Center Parking Lot and Water Main

General Notice

Charter Township of Ypsilanti (Owner) is requesting Bids for the construction of the following Project:

Civic Center Parking Lot and Water Main
[OHM Advisors Project No. 0098-20-0060]

Bids for the construction of the Project will be received at the **Ypsilanti Township Tilden R. Stumbo Civic Center** located at **7200 S Huron River Dr Ypsilanti MI** until **[day]**, **[date]** at **[time for receipt of Bids]** local time. At that time the Bids received will be publicly opened and read.

The Project includes the following Work:

Removal and replacement of approximately 6,300 square yards of parking lot (asphalt and base stone). Installation of 1,400 feet of 8-inch water main and abandonment in place of existing main.

Bids are requested for the following Contract: Civic Center Parking Lot and Water Main

Obtaining the Bidding Documents

Bidding Documents have prepared by the ENGINEER, Orchard, Hiltz, & McCliment, Inc. (d.b.a. OHM Advisors), 34000 Plymouth Road, Livonia, MI, 48150.

Information and Bidding Documents for the Project can be found at the following websites:

Designated Website:

The ENGINEER's online plan room, via QuestCDN. Navigate to www.ohm-advisors.com and select "PLAN ROOM"

Alternate Websites:

Dodge Data & Analytics, www.dodgeproducts.constuction.com

The Construction Association of Michigan (CAM),www.cam-online.com

CMD Group, www.cmdgroup.com

Bidding Documents may be downloaded from the designated websites. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

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Notes to User—Use the following paragraphs for distribution of Bidding Documents through an Issuing Office (See Instructions to Bidders). Delete if not used.

The Issuing Office for the Bidding Documents is:

Charter Township of Ypsilanti office of the Clerk

Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of **9:00 am and 4:00 pm local time** and may obtain copies of the Bidding Documents from the Issuing Office as described below. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

Bidding Documents may be purchased from the Issuing Office during the hours indicated above. Cost does not include shipping charges. Upon Issuing Office's receipt of payment, printed Bidding Documents or electronic documents on compact disk will be sent via the prospective Bidder's delivery service. The shipping charge amount will depend on the shipping method chosen. Bidding Documents are available for purchase in the following formats:

Format	Cost
Bidding Documents (including Full-Size Drawings)	$ 55.00
Shipping Cost (Additional)	$ 15.00

Pre-bid Conference

A pre-bid conference for the Project will be held on **[day, date]** at **[time]** at **[name of venue] [street address of venue] [city, state, zip code].** Attendance at the pre-bid conference is encouraged but not required.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: **Charter Township of Ypsilanti**
By: **John Hines**
Title: **Municipal Services Director**
Date: **[Date of initial publication of advertisement]**

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INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

TABLE OF CONTENTS

Page

Article 1— Defined Terms 1

Article 2— Bidding Documents 1

Article 3— Qualifications of Bidders 4

Article 4— Pre-Bid Conference 6

Article 5— Site and Other Areas; Existing Site Conditions; Examination of Site; Owner's Safety Program; Other Work at the Site 7

Article 6— Bidder's Representations and Certifications 11

Article 7— Interpretations and Addenda 12

Article 8— Bid Security 12

Article 9— Contract Times 13

Article 10— Substitute and "Or Equal" Items 14

Article 11— Subcontractors, Suppliers, and Others 15

Article 12— Preparation of Bid 17

Article 13— Basis of Bid 18

Article 14— Submittal of Bid 21

Article 15— Modification and Withdrawal of Bid 22

Article 16— Opening of Bids 22

Article 17— Bids to Remain Subject to Acceptance 22

Article 18— Evaluation of Bids and Award of Contract 23

Article 19— Bonds and Insurance 25

Article 20— Signing of Agreement 26

Article 21— Sales and Use Taxes 27

Article 22— Contracts to Be Assigned 27

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ARTICLE 1—DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.

2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.

2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.

2.04 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.

2.05 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.

2.06 *Electronic Documents*

A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.

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1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within 5 days of Owner's request, Bidder must submit the following information:

A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.

B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.

C. Bidder's state or other contractor license number, if applicable.

D. Subcontractor and Supplier qualification information.

E. Other required information regarding qualifications.

3.02 Prospective Bidders must submit required information regarding their qualifications by **[insert deadline for prequalification submittals]**. Owner will review the submitted information to determine which contractors are qualified to bid on the Work. Owner will issue an Addendum listing those contractors that Owner has determined to be qualified to construct the project. Bids will only be accepted from listed contractors. The information that each prospective Bidder must submit to seek prequalification includes the following:

A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.

B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.

C. Prospective Bidder's state or other contractor license number, if applicable.

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D. Subcontractor and Supplier qualification information.

E. Other required information regarding qualifications.

3.03 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:

A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.

B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.

C. Bidder's state or other contractor license number, if applicable.

D. Subcontractor and Supplier qualification information.

E. Other required information regarding qualifications.

3.04 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.05 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

4.01 A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.

4.02 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

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1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:

    a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.

    b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.

    c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.

    d. Technical Data contained in such reports and drawings.

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

4. *Geotechnical Baseline Report/Geotechnical Data Report:* The Bidding Documents contain a Geotechnical Baseline Report (GBR) and Geotechnical Data Report (GDR).

    a. As set forth in the Supplementary Conditions, the GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GBR is a Contract Document.

    b. The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.

    c. Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.

    d. As set forth in the Supplementary Conditions, the GDR is a Contract Document containing data prepared by or for the Owner in support of the GBR.

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B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-related Documents*

A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:

1. **[List of other Site-related documents]**.

Owner will make copies of these other Site-related documents available to any Bidder on request.

B. Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.

C. The other Site-related documents are not part of the Contract Documents.

D. Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.

E. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.

B. A Site visit is scheduled following the pre-bid conference. Maps to the Site will be available at the pre-Bid conference.

C. Bidders visiting the Site are required to arrange their own transportation to the Site.

D. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following Owner or Engineer contact for visiting the Site. Bidder must conduct the required Site visit during normal working hours.

E. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

F. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns,

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or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.

G. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

H. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.

B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.

7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:

A. Alex Bade, PE. Alex.Bade@ohm-advisors.com

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7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.

7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **[number]** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.

9.02 Bidder must set forth in the Bid the time by which Bidder must achieve Substantial Completion, subject to the restrictions established in Paragraph 13.07 of these Instructions. The Owner will take Bidder's time commitment regarding Substantial Completion into consideration during the evaluation of Bids, and it will be necessary for the apparent Successful Bidder to satisfy Owner that it will be able to achieve Substantial Completion within the time such Bidder has designated

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in the Bid. The Successful Bidder's time commitments will be entered into the Agreement or incorporated in the Agreement by reference to the specific terms of the Bid.

9.03 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

10.02 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner.

10.03 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening:

A. Demolition

B. Excavation

C. Water Main

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D. Concrete

E. Asphalt

F. SESC

11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12—PREPARATION OF BID

12.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.

12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.

12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.

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12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.

12.06 A Bid by an individual must show the Bidder's name and official address.

12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.

12.08 All names must be printed in ink below the signatures.

12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.

12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.

12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.

12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 *Unit Price*

A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

13.02 *Allowances*

A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

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ARTICLE 14—SUBMITTAL OF BID

14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.

14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.

14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.

15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid,

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and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.

18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.

18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

18.05 *Evaluation of Bids*

A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

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C. For determination of the apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.

D. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

E. For the determination of the apparent low Bidder when cost-plus-fee bids are submitted, Bids will be compared on the basis of the Guaranteed Maximum Price set forth by Bidder on the Bid Form.

F. Bid prices will be compared after adjusting for differences in time of Substantial Completion (total number of calendar days to substantially complete the Work) designated by Bidders. The adjusting amount will be determined at the rate set forth in the Agreement for liquidated damages for failing to achieve Substantial Completion, or such other amount that Owner has designated in the Bid Form.

1. The method for calculating the lowest bid for comparison will be the summation of the Bid price shown in the Bid Form plus the product of the Bidder-specified time of Substantial Completion in calendar days times the rate for liquidated damages **[or other Owner-designated daily rate]** in dollars per day.

2. This procedure is only used to determine the lowest bid for comparison and contractor selection purposes. The Contract Price for compensation and payment purposes remains the Bid price shown in the Bid Form.

18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance

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documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—SALES AND USE TAXES

21.01 Owner is exempt from Michigan state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes must not be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.

ARTICLE 22—CONTRACTS TO BE ASSIGNED

Not applicable

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BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to: Charter Township of Ypsilanti

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

F. Required Bidder Qualification Statement with supporting data; and

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices in the attached unit price bid form.

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.02 *Total Bid Price (Lump Sum and Unit Prices)*

Total Bid Price (Total of all Lump Sum and Unit Price Bids)	$

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ARTICLE 4—NOT APPLICABLE

ARTICLE 5—NOT APPLICABLE

ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder agrees that the Work will be substantially complete within _____ calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within _____calendar days after the date when the Contract Times commence to run.

6.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date

ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

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4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

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a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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BIDDER hereby submits this Bid as set forth above:

Bidder:

_____

(typed or printed name of organization)

By: _____

(individual's signature)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Date: _____

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____

(individual's signature)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Date: _____

(typed or printed)

Address for giving notices:

_____

_____

Bidder's Contact:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Phone: _____

Email: _____

Address:

_____

_____

_____

Bidder's Contractor License No.: (if applicable) _____

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ITEM		DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
		CATEGORY 1 - CONSTRUCTION				
1	*	Mobilization, 5% Max	1.00	LSUM	$	$
2		Tree, Rem, 6 inch to 18 inch	2.00	Ea	$	$
3		Tree, Rem, Less than 6 inch	1.00	Ea	$	$
4		Dr Structure, Rem	4.00	Ea	$	$
5		Sewer, Rem, Less than 24 inch	44.00	Ft	$	$
6		Curb and Gutter, Rem	1213.00	Ft	$	$
7		Pavt, Rem	6376.00	Syd	$	$
8		Sidewalk, Rem	387.00	Syd	$	$
9		Concrete Bollard, Rem	12.00	Ea	$	$
10		Decorative Boulder, Diam 3 feet	15.00	Ea	$	$
11		Mailbox, Relocate	2.00	Ea	$	$
12		Sign, Rem	9.00	Ea	$	$
13		Subgrade Undercutting, Type IV	412.00	Cyd	$	$
14		Exploratory Excavation	10.00	Ea	$	$
15		Earthwork	1.00	LSUM	$	$
16		Erosion Control	1.00	LSUM	$	$
		Aggregate Base, 6 inch		Syd	$	$
		Sewer, Cl A, 12 inch, Tr Det B		Ft	$	$
18		Trench Undercut and Backfill	10.00	Cyd	$	$
19		Sewer, CL-IV RCP, 12 inch, Tr Det A	83.00	Ft	$	$
20		Dr Structure, 24 inch dia	1.00	Ft	$	$
21		Dr Structure, 48 inch dia	4.00	Ea	$	$
22		Dr Structure, 60 inch dia	1.00	Ea	$	$
23		Dr/San Structure Cover, Adj, Case 1	3.00	Ea	$	$
24		Underdrain, 6 inch	1239.00	Ft	$	$
		HMA, 13A		Ton	$	$
26		HMA, 4EML	801.00	Ton	$	$
		Curb and Gutter, Conc, Det F4		Ft	$	$
		Detectable Warning Surface		Ft	$	$
29		Curb Ramp Opening, Conc	24.00	Ft	$	$
30		Sidewalk, Conc, 4 inch	3195.00	Sft	$	$
31		Curb Ramp, Conc, 6 inch	267.00	Sft	$	$
32		Concrete Collar	2.00	Ea	$	$
33		Sign and Pole	21.00	Ea	$	$
34		Fire Hydrant	3.00	Ea	$	$
		Water Main, 6 inch, Cut and Plug		Ea	$	$
		---		Ft	$	$
37		6 inch Water Main, D.I. Class 350, Tr Det A	45.00	Ft	$	$
		8 inch Water Main, D.I. Class 350, Directional Drill		Ft	$	$

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
39	8 inch Water Main, D.I. Class 350, Tr Det A	450.00	Ft	$	$
40	8 inch Water Main, D.I. Class 350, Tr Det B	864.00	Ft	$	$
41	Connect New Water Main to Existing Water Main	3.00	Ft	$	$
42	Water Main, Abandon	1163.00	Ft	$	$
43	Water Main, Rem	28.00	Ft	$	$
44	8 inch Water Main Lowering	3.00	Ea	$	$
45	Fire Service Connection	1.00	Ea	$	$
46	Gate Valve and Box, 6 inch	1.00	Ea	$	$
47	Gate Valve and Box, 8 inch	5.00	Ea	$	$
48	Gate Valve and Box, Rem	4.00	Ea	$	$
49	Water Main, Line Stop, 8 inch	2.00	Ea	$	$
50	Water Service, 3 inch	1.00	Ea	$	$
51	Plumbing Connection Alloance	1.00	Dlr	$	$
52	Maintenance of Traffic	1.00	LSUM	$	$
53	Restoration	1.00	LSUM	$	$
	SUBTOTAL FOR CONSTRUCTION (Items 1-54)				$
				Total Bid Amount (Items 1-54)	**$**

BID BOND (DAMAGES FORM)

Bidder	**Surety**
Name: **[Full formal name of Bidder]** Address *(principal place of business)*: **[Address of Bidder's principal place of business]**	Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner	**Bid**
Name: **[Full formal name of Owner]** Address *(principal place of business)*: **[Address of Owner's principal place of business]**	Project *(name and location)*: **[Owner project/contract name, and location of the project]** Bid Due Date: **[Enter date bid is due]**

Bond

Bond Amount: **[Amount]**

Date of Bond: **[Date]**

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
_____ *(Full formal name of Bidder)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid, as determined by Owner, for the work required by the Contract Documents, provided that:

    1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the bond amount set forth on the face of this Bond, and

    1.2. In no event will Bidder's and Surety's obligation hereunder exceed the bond amount set forth on the face of this Bond.

    1.3. Recovery under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:

    3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

    3.2. All Bids are rejected by Owner, or

    3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions will not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond must be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:			
Corporate Office			
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:		State in which Business was formed:	
Is this Business authorized to operate in the Project location?	☐ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

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1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☐ None		

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ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:		
Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:		
Business address:		
Date of Business's most recent financial statement:		☐ Attached
Date of Business's most recent audited financial statement:		☐ Attached
Financial indicators from the most recent financial statement		
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)		
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)		

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ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:			
Surety is a corporation organized and existing under the laws of the state of:			
Is surety authorized to provide surety bonds in the Project location?	☐ Yes ☐ No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☐ Yes ☐ No			
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Are providers licensed or authorized to issue policies in the Project location?		☐ Yes ☐ No	
Does provider have an A.M. Best Rating of A-VII or better?		☐ Yes ☐ No	
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

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ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				
As a general contractor:		As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☐ No				
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☐ No				
Been released from a bid in the past 5 years? ☐ Yes ☐ No				
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☐ No				
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☐ No				
Been a party to any currently pending litigation or arbitration? ☐ Yes ☐ No				
Provide full details in a separate attachment if the response to any of these questions is Yes.				

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

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E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

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This Statement of Qualifications is offered by:

Business: _____
(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

_____

_____

_____

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

_____

_____

_____

Phone: _____

Email: _____

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Schedule A—Current Projects

Name of Organization					
Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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Schedule B—Previous Experience with Similar Projects

Name of Organization				
Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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Schedule C—Key Individuals

Project Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Project Superintendent			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

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Safety Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

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IRAN LINKED BUSINESS CERTIFICATION

Pursuant to Michigan Public Act 517 of 2012, any Bidder that submits a bid on a request for proposal with a public entity shall certify that Bidder is not an Iran linked business. An Iran linked business is not eligible to submit a bid on a request for proposal with any public entity. See attached definitions regarding this certification.

The undersigned Bidder does hereby certify, pursuant to Michigan Public Act 517 of 2012, that:

Bidder is not 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, or

Bidder is not 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.

Date: _____ _____

By: _____

Its: _____

Subscribed and sworn to before me, a Notary Public on this ____day of _____ , _____.

Notary Public _____

_____ County, Michigan

My Commission Expires: _____

DEFINITIONS

(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 exceeds $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.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between Charter Township of Ypsilanti ("Owner") and [name of contracting entity] ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Removal and replacement of approximately 6,300 square yards of parking lot (asphalt and base stone). Installation of 1,400 feet of 8-inch water main and abandonment in place of existing main.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Parking Lot and Water Main replacement project.

ARTICLE 3—ENGINEER

3.01 The Owner has retained Orchard Hiltz and McCliment, Inc. (d/b/a "OHM Advisors") ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.03 *Contract Times: Days*

A. The Work will be substantially complete within **120** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **140** days after the date when the Contract Times commence to run.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time.

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Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner $**1,500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $**1,500** for each day that expires after such time until the Work is completed and ready for final payment.

4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

C. *Bonus:* Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor $**[number]** for each day prior to the time specified above for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus will be limited to $**[number]**.

4.06 *Special Damages*

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of N/A.

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All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) $**[number]**.

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **20th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **10** percent of the value of the Work completed (with the balance being retainage).

1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

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6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).
7. Drawings listed on the attached sheet index.
8. Addenda (numbers **[number]** to **[number]**, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
    a. **Contractor's Bid Form (unit price contracts)**
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.
    e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Drawings, Specifications, and Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **[indicate date on which Contract becomes effective]** (which is the Effective Date of the Contract).

Owner:

_____
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

_____

_____

_____

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

_____

_____

_____

Phone: _____

Email: _____

*(If **Owner** is a corporation, attach evidence of authority to sign. If **Owner** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Contractor:

_____
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

*(If **Contractor** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

_____

_____

_____

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

_____

_____

_____

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

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

NOTICE TO PROCEED

Prepared By

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

ACEC
AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE
AMERICAN SOCIETY OF CIVIL ENGINEERS

NSPE®
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GUIDELINES FOR USE OF EJCDC® C-550, NOTICE TO PROCEED

1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT

The Notice to Proceed is used by Owner to notify the Contractor that it may proceed with construction as of a specified date. If no Notice to Proceed is issued, then the Contract Times commence on the 30th day after the Effective Date of the Contract. See Paragraph 4.01 of EJCDC® C-700, Standard General Conditions of the Construction Contract (2018) ("General Conditions"), for the governing provisions regarding commencement of the Contract Times and use of the Notice to Proceed.

C-550 also provides a place to state the schedule for completion: either a confirmation of the calendar dates for completion, if such are already set forth in the Agreement; or, if the Contract Times for completion, as set forth in the Agreement, are a stated number of days from the commencement date, then a calculation of the resulting calendar dates, counting forward from the commencement date that has now been established in the Notice to Proceed.

The critical operative date in the Notice to Proceed is the date that Owner establishes for the commencement of the Contract Times. The date of issuance, below the signature, is merely informational.

For additional information regarding C-550, see EJCDC® C-001, Commentary on the 2018 EJCDC Construction Documents (2018).

2.0 EDITING THIS DOCUMENT

2.1 It is intended that this document be edited for each Contract. Guidelines for editing include:

A. Remove the cover pages which consist of the title pages, and these Guidelines for Use.

B. Type in required information as indicated by brackets (**[ ]**). Bracketed text will usually provide instructions for what is to be inserted in place of the brackets. Delete brackets and change formatting to match existing text after project specific text has been added, e.g. change "**[Project Name]**" to "Peach Street Renovation" (without brackets or bold, or quotation marks).

C. Fill in blanks, if any. It will be more common for information to be inserted by user to be indicated by a prompt in brackets, as described in Paragraph B above, rather than by an underline style blank.

D. Complete tables.

3.0 LICENSE AGREEMENT

This document is subject to the terms and conditions of the **License Agreement, 2018 EJCDC® Construction Series Documents**. A copy of the License Agreement was furnished at the time of purchase of this document, and is available for review at www.ejcdc.org and the websites of EJCDC's sponsoring organizations.

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NOTICE TO PROCEED

Owner:	_____	Owner's Project No.:	_____
Engineer:	_____	Engineer's Project No.:	_____
Contractor:	_____	Contractor's Project No.:	_____
Project:	_____		
Contract Name:	_____		
Effective Date of Contract:	_____		

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement: **[Select one of the following two alternatives, insert dates or number of days, and delete the other alternative.]**

The date by which Substantial Completion must be achieved is **[date for Substantial Completion, from Agreement]**, and the date by which readiness for final payment must be achieved is **[date for readiness, from Agreement]**.

[or]

The number of days to achieve Substantial Completion is **[number of days, from Agreement]** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of **[date, calculated from commencement date above]**; and the number of days to achieve readiness for final payment is **[number of days, from Agreement]** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **[date, calculated from commencement date above]**.

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Owner:	**[Full formal name of Owner]**
By *(signature)*:	_____
Name *(printed)*:	_____
Title:	_____
Date Issued:	_____

Copy: Engineer

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PERFORMANCE BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount from Contract]** Effective Date of Contract: **[Date from Contract]**

Bond

Bond Amount: **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:

    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;

    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

    5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

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5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

   7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

   7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

   7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

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statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: None.

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WARRANTY BOND

Contractor	**Surety**
Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Insert address of Surety's principal place of business]**
Owner	**Construction Contract**
Name: **[Full formal name of Owner]** Address *(principal place of business)*: **[Address of Owner's principal place of business]**	Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount from Contract]** Effective Date of Contract: **[Date from Contract]** Contract's Date of Substantial Completion: **[Date from Contract]**

Bond

Bond Amount: **[Amount]**

Date of Bond: **[Date]**

Modifications to this Bond form:
☐ None ☐ See Paragraph 9

Bond Period: Commencing 364 days after Substantial Completion of the Work under the Construction Contract, and continuing until **[insert number of years, typically either two or three]** years after such Substantial Completion.

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Warranty Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title:	Title:

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract's Correction Period Obligations. The Construction Contract is incorporated herein by reference.

2. If the Contractor performs the Correction Period Obligations, the Surety and the Contractor shall have no obligation under this Warranty Bond.

3. If Owner gives written notice to Contractor and Surety during the Bond Period of Contractor's obligation under the Correction Period Obligations, and Contractor does not fulfill such obligation, then Surety shall be responsible for fulfillment of such Correction Period Obligations. Surety shall either fulfill the Correction Period Obligations itself, through its agents or contractors, or, in the alternative, Surety may waive the right to fulfill the Correction Period Obligations itself, and reimburse the Owner for all resulting costs incurred by Owner in performing Contractor's Correction Period Obligations, including but not limited to correction, removal, replacement, and repair costs.

4. The Surety's liability is limited to the amount of this Warranty Bond. Renewal or continuation of the Warranty Bond will not modify such amount, unless expressly agreed to by Surety in writing.

5. The Surety shall have no liability under this Warranty Bond for obligations of the Contractor that are unrelated to the Construction Contract. No right of action will accrue on this Warranty Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

6. Any proceeding, legal or equitable, under this Warranty Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and must be instituted within two years after the Surety refuses or fails to perform its obligations under this Warranty Bond.

7. Written notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown in this Warranty Bond.

8. Definitions

    8.1. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page of this Warranty Bond, including all Contract Documents and changes made to the agreement and the Contract Documents.

    8.2. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

    8.3. *Correction Period Obligations*—The duties, responsibilities, commitments, and obligations of the Contractor with respect to correction or replacement of defective Work, as set forth in the Construction Contract's Correction Period clause, EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), Paragraph 15.08, as duly modified.

    8.4. *Substantial Completion*—As defined in the Construction Contract.

    8.5. *Work*—As defined in the Construction Contract.

9. Modifications to this Bond are as follows: None.

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PAYMENT BOND

Contractor	**Surety**
Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner	**Contract**
Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount, from Contract]** Effective Date of Contract: **[Date, from Contract]**

Bond

Bond Amount: **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
    5.1. Claimants who do not have a direct contract with the Contractor
        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
    7.2. Pay or arrange for payment of any undisputed amounts.
    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

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8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

        16.1.1. The name of the Claimant;

        16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

        16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

        16.1.4. A brief description of the labor, materials, or equipment furnished;

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16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows: None.

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STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT

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Added Text

~~EJCDC Standard text, deleted~~

TABLE OF CONTENTS

Page

Article 1—Definitions and Terminology 1
1.01 Defined Terms 1
1.02 Terminology 6
Article 2—Preliminary Matters 7
2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance 7
2.02 Copies of Documents 7
2.03 Before Starting Construction 7
2.04 Preconstruction Conference; Designation of Authorized Representatives 8
2.05 Acceptance of Schedules 8
2.06 Electronic Transmittals 8
Article 3—Contract Documents: Intent, Requirements, Reuse 9
3.01 Intent 9
3.02 Reference Standards 9
3.03 Reporting and Resolving Discrepancies 10
3.04 Requirements of the Contract Documents 11
3.05 Reuse of Documents 11
Article 4—Commencement and Progress of the Work 11
4.01 Commencement of Contract Times; Notice to Proceed 11
4.02 Starting the Work 12
4.03 Reference Points 12
4.04 Progress Schedule 12

4.05 Delays in Contractor's Progress 12
Article 5—Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions 14
5.01 Availability of Lands 14
5.02 Use of Site and Other Areas 14
5.03 Subsurface and Physical Conditions 15
5.04 Differing Subsurface or Physical Conditions 16
5.05 Underground Facilities 18
5.06 Hazardous Environmental Conditions at Site 19
Article 6—Bonds and Insurance 22
6.01 Performance, Payment, and Other Bonds 22
6.02 Insurance—General Provisions 22
6.03 Contractor's Insurance 24
6.04 Builder's Risk and Other Property Insurance 25
6.05 Property Losses; Subrogation 26
6.06 Receipt and Application of Property Insurance Proceeds 27
Article 7—Contractor's Responsibilities 27
7.01 Contractor's Means and Methods of Construction 27
7.02 Supervision and Superintendence 28
7.03 Labor; Working Hours 28
7.04 Services, Materials, and Equipment 28
7.05 "Or Equals" 29
7.06 Substitutes 30
7.07 Concerning Subcontractors and Suppliers 31
7.08 Patent Fees and Royalties 33
7.09 Permits 33
7.10 Taxes 33
7.11 Laws and Regulations 33
7.12 Record Documents 34
7.13 Safety and Protection 34
7.14 Hazard Communication Programs 35
7.15 Emergencies 35
7.16 Submittals 36
7.17 Contractor's General Warranty and Guarantee 38

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7.18 Indemnification 39
7.19 Delegation of Professional Design Services 40
Article 8—Other Work at the Site 41
8.01 Other Work 41
8.02 Coordination 41
8.03 Legal Relationships 42
Article 9—Owner's Responsibilities 43
9.01 Communications to Contractor 43
9.02 Replacement of Engineer 43
9.03 Furnish Data 43
9.04 Pay When Due 43
9.05 Lands and Easements; Reports, Tests, and Drawings 43
9.06 Insurance 43
9.07 Change Orders 43
9.08 Inspections, Tests, and Approvals 44
9.09 Limitations on Owner's Responsibilities 44
9.10 Undisclosed Hazardous Environmental Condition 44
9.11 Evidence of Financial Arrangements 44
9.12 Safety Programs 44
Article 10—Engineer's Status During Construction 44
10.01 Owner's Representative 44
10.02 Visits to Site 44
10.03 Resident Project Representative 45
10.04 Engineer's Authority 45
10.05 Determinations for Unit Price Work 45
10.06 Decisions on Requirements of Contract Documents and Acceptability of Work 45
10.07 Limitations on Engineer's Authority and Responsibilities 46
10.08 Compliance with Safety Program 46
Article 11—Changes to the Contract 46
11.01 Amending and Supplementing the Contract 46
11.02 Change Orders 47
11.03 Work Change Directives 47
11.04 Field Orders 47

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11.05 Owner-Authorized Changes in the Work 48
11.06 Unauthorized Changes in the Work 48
11.07 Change of Contract Price 48
11.08 Change of Contract Times 49
11.09 Change Proposals 49
11.10 Notification to Surety 51
Article 12—Claims 51
12.01 Claims 51
Article 13—Cost of the Work; Allowances; Unit Price Work 52
13.01 Cost of the Work 52
13.02 Allowances 55
13.03 Unit Price Work 56
Article 14—Tests and Inspections; Correction, Removal, or Acceptance of Defective Work 57
14.01 Access to Work 57
14.02 Tests, Inspections, and Approvals 57
14.03 Defective Work 58
14.04 Acceptance of Defective Work 58
14.05 Uncovering Work 59
14.06 Owner May Stop the Work 59
14.07 Owner May Correct Defective Work 59
Article 15—Payments to Contractor; Set-Offs; Completion; Correction Period 60
15.01 Progress Payments 60
15.02 Contractor's Warranty of Title 63
15.03 Substantial Completion 63
15.04 Partial Use or Occupancy 64
15.05 Final Inspection 65
15.06 Final Payment 65
15.07 Waiver of Claims 66
15.08 Correction Period 66
Article 16—Suspension of Work and Termination 67
16.01 Owner May Suspend Work 67
16.02 Owner May Terminate for Cause 68
16.03 Owner May Terminate for Convenience 69

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16.04 Contractor May Stop Work or Terminate 69
Article 17—Final Resolution of Disputes 69
17.01 Methods and Procedures 69
Article 18—Miscellaneous 70
18.01 Giving Notice 70
18.02 Computation of Times 70
18.03 Cumulative Remedies 70
18.04 Limitation of Damages 70
18.05 No Waiver 71
18.06 Survival of Obligations 71
18.07 Controlling Law 71
18.08 Assignment of Contract 71
18.09 Successors and Assigns 71
18.10 Headings 71

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

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requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

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recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

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33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, **product data,** and other ~~data or~~ information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

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43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions. **References to paragraphs and articles with the prefix 'SC-' are references to those parts of the Supplementary Conditions (e.g. "Refer to SC-4.02").**

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract~~, signed by Owner and recommended~~ by Engineer, ordering an addition, deletion, or revision in the Work.

Additional defined terms are included in SC-1.01.

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1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

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F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

~~**A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.**~~

Paragraph 2.02.A is replaced in SC-2.02.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

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3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

~~B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.~~

~~C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the~~

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~~recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.~~

Paragraphs 2.06.B and 2.06.C are replaced; see the Electronic Documents Protocol in SC-2.06.

Paragraph 2.06.D concerning Contractor requests for Electronic Documents in Other Formats (e.g. AutoCAD files) is added via SC-2.06

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

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2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

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3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

~~A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.~~

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Refer to SC-4.01 for Commencement of Contract Times and Notice to Proceed

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor ~~shall be responsible for laying out the Work,~~ shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations., ~~and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.~~

Requirements and responsibility for construction survey, reference points, benchmarks, staking, and laying out the work are described in the Supplementary Conditions, SC-4.03.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption,

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or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
2. Abnormal weather conditions;
3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
4. Acts of war or terrorism.

Additional weather-related delay conditions are included in SC-4.05

D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;
2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with

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reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute

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resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

Additional paragraphs 5.03.E, 5.03.F, and 5.03.G include a list of reports and drawings, if any, related to subsurface conditions at the project site and included as Technical Data. These paragraphs are added in SC-5.03.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their

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officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
2. is of such a nature as to require a change in the Drawings or Specifications;
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating

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whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

    c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

    a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

    b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

    c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

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5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

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E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

    b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

    c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

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Refer to SC-5.06 for a list of reports and drawings, if any, related to hazardous environmental conditions at Site.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related

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thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

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ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds **shall be in the form of EJCDC C-610 and EJCDC C-615, respectively, and** must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract. **SC-6.01 lists other required bonds, if any.**

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized

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in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

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2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

3. **Additional insurance requirements for subcontractors and suppliers, if required, are described in the Supplementary Conditions SC-6.02.**

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty

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or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

SC-6.03 describes detailed insurance requirements of the Contractor for this project.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The

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builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

Builders risk insurance requirements are further described in the Supplementary Conditions Paragraphs SC-6.04.F, SC-6.04.G ,and SC-6.04.H

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the

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insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor

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shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to ~~survey and lay out the Work and~~ perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site. **Refer to SC-4.03 for layout requirements.**

B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

~~C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.~~

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, all Work at the Site shall be performed during regular working hours on the Owner's work days. Contractor shall no perform Work on the Site or adjacent thereto on the Owner's legal holidays or on any non-work day.

Refer to SC-7.03 for allowable working days and times.

Refer to SC-7.03.D for Work outside of regular work days and times.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and

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guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that the proposed item:

1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) has a proven record of performance and availability of responsive service; and

4) is not objectionable to Owner.

b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by

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an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

    a. will certify that the proposed substitute item will:

        1) perform adequately the functions and achieve the results called for by the general design;

        2) be similar in substance to the item specified; and

        3) be suited to the same use as the item specified.

    b. will state:

        1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

        2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

        3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

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Additional requirements are added to 7.06.A.3.b in SC-7.06.

c. will identify:

1) all variations of the proposed substitute item from the item specified; and

2) available engineering, sales, maintenance, repair, and replacement services.

d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

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C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

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7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an 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 will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to 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 specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to 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.

7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work**, except as otherwise may be stated in the Supplementary Conditions. Refer to SC-7.10.B.**

7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

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B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs. **Required qualifications for this role are listed in SC-7.13.**

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground

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Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (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 any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications**; refer to SC-7.13.**

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an

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emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

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2. *Samples*

    a. Contractor shall submit the number of Samples required in the Specifications.

    b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

Additional submittal procedures are included in SC-7.16.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

Additional Engineer review conditions are described in SC-7.16.

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D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

   a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

   b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

   c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

   d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited

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only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost,

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judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will 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 such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

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F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to

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arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
2. An itemization of the specific matters to be covered by such authority and responsibility; and
3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

Refer to SC-8.02 for specific information of work adjacent to the site.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

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C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03 and Supplementary Condition SC-4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

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9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

OHM Editorial Note: The following should only be added when the owner will retain another consultant for a site representative OR will have a regular field presence.

Refer to SC-9.13 for responsibilities of the "Owner's Site Representative," as it relates to the Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. 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 the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the

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Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, **SC-10.03**, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

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10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

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11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

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B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or

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2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

    a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;

    b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;

    c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

    d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

    e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

    f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the

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proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

    a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

    b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

    The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

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11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and

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decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

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 in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which

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include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

    a. The proportion of necessary transportation, travel, 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, 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.

        1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

    c. *Construction Equipment Rental*

        1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

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2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions; refer to SC-13.01. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than 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, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages 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 include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools as defined in SC-13.01.

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3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

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.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

A. 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 performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

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B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

Refer to SC-13.03.E for conditions related to adjustments in unit price due to differing unit price quantities.

~~1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:~~

~~a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and~~

~~b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.~~

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2. ~~The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.~~

3. ~~Adjusted unit prices will apply to all units of that item.~~

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

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E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against

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payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then 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, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then 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 will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees,

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Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

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

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (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 supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials 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 must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

SC-15.01 describes the required form for Applications for Payment.

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C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work;

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

   d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

   e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

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5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

    a. the Work is defective, requiring correction or replacement;

    b. the Contract Price has been reduced by Change Orders;

    c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

    d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

    e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

    a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

    b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

    c. Contractor has failed to provide and maintain required bonds or insurance;

    d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

    e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

    f. The Work is defective, requiring correction or replacement;

    g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

    h. The Contract Price has been reduced by Change Orders;

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i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor.

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If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

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4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly 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, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents;

b. consent of the surety, if any, to final payment;

c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10

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days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;

2. correct such defective Work;

3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and

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4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

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16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

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G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

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2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will 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 will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

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18.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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TABLE OF CONTENTS

Page

Article 1— Definitions and Terminology 1

Article 2— Preliminary Matters 1

Article 3— Contract Documents: Intent, Requirements, Reuse 8

Article 4— Commencement and Progress of the Work 9

Article 5— Site, Subsurface and Physical Conditions, Hazardous Environmental Conditions 11

Article 6— Bonds and Insurance 15

Article 7— Contractor's Responsibilities 29

Article 8— Other Work at the Site 32

Article 9— Owner's Responsibilities 32

Article 10— Engineer's Status During Construction 33

Article 11— Changes to the Contract 35

Article 12— Claims 36

Article 13— Cost of Work; Allowances, Unit Price Work 36

Article 14— Tests and Inspections; Correction, Removal, or Accceptance of Defective Work 37

Article 15— Payments to Contractor, Set Offs; Completions; Correction Period 37

Article 16— Suspension of Work and Termination 39

Article 17— Final Resolutions of Disputes 39

Article 18— Miscellaneous 42

Exhibit A— Software Requirements for Electronic Document Exchange 1

Exhibit B— Foreseeable Bad Weather Days 1

Exhibit C— Geotechnical Baseline Report Supplement to the Supplementary Conditions 1

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, “Paragraph SC-4.05.”

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No suggested Supplementary Conditions in this Article.

1.01 *Defined Terms*

SC-1.01 Add the following sub paragraphs to Paragraph 1.01 immediately after Item 50.

51. Contract Sum- Utilized is some sections of the project manual. Synonymous with Contract Price.

52. Pre-construction meeting – see Preconstruction Conference; terms are synonymous.

ARTICLE 2—PRELIMINARY MATTERS

2.02 *Copies of Documents*

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

A. Engineer shall furnish to Contractor one copy of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement), in electronic portable document format (PDF). Printed copies of the conformed Contract Documents are responsibility of the Contractor.

2.06 *Electronic Transmittals*

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

B. *Electronic Documents Protocol:* The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol (“EDP” or “Protocol”) for exchange of electronic transmittals.

1. *Basic Requirements*

a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information

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contained therein is subject to the requirements of this Protocol and other provisions of the Contract.

b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.

c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.

d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.

e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.

f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. *System Infrastructure for Electronic Document Exchange*

a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.

1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 10 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.

2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.

b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including

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coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.

c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.

d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.

e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.

f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.

g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

h. The Owner (or Engineer, as their agent) will operate a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, Engineer and Contractor during the Project for exchange and storage of Project-related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the parties as described in this Paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website:

C. *Software Requirements for Electronic Document Exchange; Limitations*

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1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.

    a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.

2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.

3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

SC-2.06 Supplement Paragraph 2.06 of the General Conditions by adding the following paragraph:

D. *Requests by Contractor for Electronic Documents in Other Formats*

1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.

2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:

    a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.

    b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.

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c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.

d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor's subcontractors. Contractor warrants that subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.

3. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis (at $150 per hour) for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

4. The Owner or the Engineer may require the Contractor to agree to and sign an Electronic File Release agreement with the Engineer before transmission of the requested files is executed.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

SC-4.01 Delete Paragraph 4.01 in it's entirety and insert the following in their place:

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract.

4.03 *Reference Points*

SC-4.03 Paragraph GC-4.03.A is revised from the EJCDC standard text. Additionally, add the following new paragraphs immediately after Paragraph 4.03.A.:

B. Reference point and layout responsibilities are assigned below.

1. Pre-construction engineering survey will be performed by Engineer and included in the Contract Documents.

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2. Horizontal and vertical control points (reference points) shall be provided by the Engineer in the field and to the Contractor in writing with the Notice to Proceed. The Contractor shall be responsible for protection and preservation of reference points. Replacement and/or relocation of reference points shall be by the Engineer at the Contractor's expense.

3. Layout and construction staking shall be performed by the Engineer who shall be competent, suitably qualified personnel. The Contractor shall be responsible for protection of layout stakes, flags, and markings. Replacement of destroyed stakes and remarking efforts by the Engineershall be at the Contractor's expense.

4. Delays in Contractor's progress, as described in GC-4.05, that result from destroyed stakes, reference points, or other layout component are, by definition, within the control of the Contractor and therefore not subject to adjustment in Contract Times or Contract Price.

4.05 *Delays in Contractor's Progress*

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely: [If there are no such reports, so indicate in the table.]

Report Title	Date of Report	Technical Data
		[Identify Technical Data]

F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely: [If there are no such drawings, so indicate in the table.]

Drawings Title	Date of Drawings	Technical Data
		[Identify Technical Data]

G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at **[location]** during regular business hours, or may request copies from Engineer.

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ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Paragraph GC-6.01.A has been revised from the EJCDC standard text to require EJCDC forms C-610 and C-615 for performance and payment bonds, respectively.

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.B:

1. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be 2 (two) years after Substantial Completion.

2. After Substantial Completion, Contractor shall furnish a warranty bond issued in the form of EJCDC® C-612, Warranty Bond (2018). The warranty bond must be in a bond amount of 25 percent of the final Contract Price. The warranty bond period will extend to a date 2 years after Substantial Completion of the Work. Contractor shall deliver the fully executed warranty bond to Owner prior to or with the final application for payment, and in any event no later than 11 months after Substantial Completion.

3. The warranty bond must be issued by the same surety that issues the performance bond required under Paragraph 6.01.A of the General Conditions.

6.02 *Insurance—General Provisions*

SC-6.02 Delete Paragraph GC-6.02.H.3 in its entirety.

6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following: **[Here list by legal name (not category, role, or classification) other persons or entities to be included as additional insureds. See GC-6.03.C.]**

E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory

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Workers' Compensation and Related Policies	Policy limits of not less than:
Jones Act (if applicable)	
Bodily injury by accident—each accident	$
Bodily injury by disease—aggregate	$
Employer's Liability	
Each accident	$
Each employee	$
Policy limit	$
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	$

F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
2. damages insured by reasonably available personal injury liability coverage, and
3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.
    a. Such insurance must be maintained for three years after final payment.
    b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
4. Underground, explosion, and collapse coverage.
5. Personal injury coverage.
6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

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7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
2. Any exclusion for water intrusion or water damage.
3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
4. Any exclusion of coverage relating to earth subsidence or movement.
5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
6. Any limitation or exclusion based on the nature of Contractor's work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	**Policy limits of not less than:**
General Aggregate	$ 2,000,000
Products—Completed Operations Aggregate	$ 1,000,000
Personal and Advertising Injury	$ 1,000,000
Bodily Injury and Property Damage—Each Occurrence	$ 1,000,000

J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	**Policy limits of not less than:**
Bodily Injury	
Each Person	$ 1,000,000
Each Accident	$ 1,000,000
Property Damage	
Each Accident	$ 1,000,000
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$ 1,000,000

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K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	**Policy limits of not less than:**
Each Occurrence	$
General Aggregate	$ 2,000,000

L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of after accounting for partial attribution of its limits to underlying policies, as allowed above.

M. *Contractor's Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	**Policy limits of not less than:**
Each Occurrence/Claim	$
General Aggregate	$

N. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	**Policy limits of not less than:**
Each Claim	$
Annual Aggregate	$

O. *Railroad Protective Liability Insurance:* Prior to commencing any Work within 50 feet of railroad-owned and controlled property, Contractor shall (1) endorse its commercial general liability policy with ISO CG 24 17, removing the contractual liability exclusion for work within

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50 feet of a railroad, (2) purchase and maintain railroad protective liability insurance meeting the following requirements, (3) furnish a copy of the endorsement to Owner, and (4) submit a copy of the railroad protective policy and other railroad-required documentation to the railroad, and notify Owner of such submittal.

[Insert additional specific requirements, commonly set by the railroad, here.]

Railroad Protective Liability Insurance	Policy limits of not less than:
Each Claim	$
Aggregate	$

P. *Unmanned Aerial Vehicle Liability Insurance:* If Contractor uses unmanned aerial vehicles (UAV—commonly *referred* to as drones) at the Site or in support of any aspect of the Work, Contractor shall obtain UAV liability insurance in the amounts stated; name Owner, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming Contractor's compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

Unmanned Aerial Vehicle Liability Insurance	Policy limits of not less than:
Each Claim	$
General Aggregate	$

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

F. *Builder's Risk Requirements:* The Contractor shall purchase and maintain builder's risk insurance which must:

1. be written on a builder's risk "all risk" policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).

    a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.

    b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies,

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by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.

2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).

4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier). If this coverage is subject to a sublimit, such sublimit will be a minimum of $**[amount]**.

5. extend to cover damage or loss to insured property while in transit. If this coverage is subject to a sublimit, such sublimit will be a minimum of $**[amount]**.

6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.

7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.

8. include performance/hot testing and start-up, if applicable.

9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.

10 include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds." In addition to Owner, Contractor, and Subcontractors of every tier, include as insureds the following:

11. include, in addition to the Contract Price amount, the value of the following equipment and materials to be installed by the Contractor but furnished by the Owner or third parties:

12. If debris removal in connection with repair or replacement of insured property is subject to a coverage sublimit, such sublimit will be a minimum of $**[amount]**.

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

H. *Builder's Risk and Other Property Insurance Deductibles:* The purchaser of any required builder's risk, installation floater, or other property insurance will be responsible for costs not covered because of the application of a policy deductible.

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1. The builder's risk policy (or if applicable the installation floater) will be subject to a deductible amount of no more than $**[number]** for direct physical loss in any one occurrence.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC-7.03 GC-7.03A is edited from the standard EJCDC text. Contractor's layout requirements are described in SC-4.03.

SC-7.03 Add the following new subparagraphs under Paragraph 7.03.C:

1. Regular working hours will be [All daylight hours].
2. Owner's work days are [Monday through Saturday]
3. Owner's legal holidays are the following holidays as observed in the United States: New Years Day, Martin Luther King Jr. Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Thanksgiving (including the Friday immediately after Thanksgiving), Christmas Eve, Christmas Day, New Years Eve.
4. Owner's other non-work days include:
    a. February 27, August 6th and November 5th, 2024

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

D. Owner's written consent is required for Work on any non-work day or outside of regular work hours. Contractor may, at the Owner's discretion, be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, testing services, and construction observation services, occasioned by the performance of Work on any non-work day or as overtime on any regular work day. Owner shall notify the contractor in writing before such work is performed if the Contractor will be responsible for these costs. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

7.06 *Substitutes*

SC-7.06 Add the following items immediately after the last subparagraph of 7.06.A.3.b

4) Requested substitution is consistent with the Contract Documents and will produce indicated results.
5) Will meet the specified product's sustainability requirements
6) Requested substitution has received necessary approvals of authorities having jurisdiction.
7) Requested substitution is compatible with other portions of the Work.
8) Requested substitution has been coordinated with other portions of the Work.

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9) Requested substitution provides specified warranty.

10) If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

11) Amount of cost, time, energy conservation, or other considerations in the Owner's favor that acceptance of the requested substitute will offer.

12) Requested substitution does not require extensive revisions to the Contract Documents.

7.10 *Taxes*

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

B. Owner is exempt from payment of sales and compensating use taxes of the State of Michigan and of cities and counties thereof on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.

2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

7.13 *Safety and Protection*

SC-7.13 Insert the following after the last sentence of Paragraph 7.13.B:

The Contractor's designated safety representative shall have the following minimum qualifications:

1. Completed 30-hour OSHA Construction Safety Course or MIOSHA Training Institute Level 1 construction certificate,

2. Possess a current CPR and First Aid training certification from a nationally recognized program, and

3. [May] be the Contractor's superintendent, foreman, or crew leader.

7.16 *Submittals*

SC-7.16 Insert the following after Paragraph GC-7.16.B.3

4. A transmittal cover sheet, with sufficient room for Engineer's review stamp and notations, shall accompany all submittals. Contractor shall clearly number transmittals with the specification number and/or drawing number which require submittal of the enclosed items, along with a sequence number. Multiple items required by a single specification section may submitted under one transmittal. Items from multiple specifications sections included in one transmittal are not acceptable and will be returned without review.

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5. Submittals received by the Engineer which are incomplete or do not meet the requirements of 7.16.A and 7.16.B will be returned to the Contractor without review.

SC-7.16 Insert the following after Paragraph GC-7.16.C.8

9. The Engineer shall respond to all submittals within 10 working days after receipt of the submittal. Submittals transmitted after 4:00pm local time shall be considered received on the next working day. It is the Contractor's responsibility to indicate critical path items and long lead when preparing submittals and to allow adequate time for review and approval.

ARTICLE 8—OTHER WORK AT THE SITE

None

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.13 *Owner's Site Representative*

None

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

C. The Engineer shall designate a Field Engineer to act as the Resident Project Representative (RPR) who will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:

1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

3. *Liaison*

a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.

b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

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c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.

d. Act as the primary project point of contact as it relates the residents, business owners, and other adjacent parties that may be affected by the Work.

e. Assist Engineer in determining actual quantities and classifications of Unit Price Work.

4. *Review of Work; Defective Work*

a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.

b. Observe whether any Work in place appears to be defective.

c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.

5. *Inspections and Tests*

a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.

b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.

6. *Payment Requests:* Review Applications for Payment with Contractor.

7. *Completion*

a. Participate in Engineer's visits regarding Substantial Completion.

b. Assist in the preparation of a punch list of items to be completed or corrected.

c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

d. Observe whether items on the final punch list have been completed or corrected.

D. The RPR will not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.

5 Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

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6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11—CHANGES TO THE CONTRACT

SC-11.02 Delete paragraph 11.02.B in its entirety and replace with the following:

B. The Owner and Contractor shall execute all Change Orders that have been negotiated and agreed to in good faith. If Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 *Cost of the Work*

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of Rental Rate Blue Book for Construction Equipment.

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

a. For purposes of this paragraph, "small tools and hand tools" means any tool or equipment whose current price if it were purchased new at retail would be less than **$500.**

13.03 *Unit Price Work*

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the extended price of a particular item of Unit Price Work amounts to five (5) percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than twenty (20) percent from the estimated quantity of such item indicated in the Agreement; and

b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

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c. Allowances and contingency unit prices are exempt from this adjustment procedure. The bid form will indicate all other unit prices which are exempt from this adjustment procedure. Exempt unit prices will only be adjusted by mutual agreement between the Contractor and the Owner, without implied entitlement to such adjustment.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCCEPTANCE OF DEFECTIVE WORK

No Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 *Progress Payments*

SC-15.01 Add the following new Paragraph 15.01.B.5

5. Applications of Payment shall be submitted in the form of EJCDC C620: Application for Payment and shall include a completed progress estimate, prepared by the Contractor, to validate the amount requested in the Application.

15.03 *Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

15.08 *Correction Period*

SC-15.08 Add the following new Paragraph 15.08.G:

G. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be the number of years set forth in SC-6.01.B.1; or if no such revision has been made in SC-6.01.B, then the correction period is hereby specified to 2 years after Substantial Completion.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No suggested Supplementary Conditions in this Article.

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ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

17.02 *Arbitration*

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 *Arbitration*

A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC-17.02). Any controversy or claim in the amount of $100,000 or less will be settled in accordance with the American Arbitration Association's supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.

B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 17, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.

C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.

D. The Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.

E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.

F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

G. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:

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1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;

2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;

3. such other individual or entity is subject to arbitration under a contract with either Owner or Contractor, or consents to being joined in the arbitration; and

4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.

H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.

I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

17.03 *Attorneys' Fees*

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02.

17.03 *Attorneys' Fees*

A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

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EXHIBIT A—SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.	Email w/ Attachment	PDF	(2)
a.3	Contactors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Email w/ Attachment OR Project Website	PDF	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Email w/ Attachment or LFE	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Email w/ Attachment or LFE	DWG	
a.6	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	DB	
a.9	Contractor's Applications for Payment. Signed/certified version shall be PDF. Spreadsheet is also required for Unit Price contracts.	Email w/ Attachment	PDF and EXC	

Notes	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.

Key	
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version **[number]** or later
DWG	Autodesk® AutoCAD .dwg format Version **[number]**
DOC	Microsoft® Word .docx format Version **[number]**
EXC	Microsoft® Excel .xls or .xml format Version **[number]**
DB	Microsoft® Access .mdb format Version **[number]**

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EXHIBIT CGEOTECHNICAL BASELINE REPORT SUPPLEMENT TO THE SUPPLEMENTARY CONDITIONS

1.01 *Definitions*

SC-1.01 Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:

1. *Geotechnical Baseline Report (GBR)*—The interpretive report prepared by or for Owner regarding subsurface conditions at the Site, and containing specific baseline geotechnical conditions that may be anticipated or relied upon for bidding and contract administration purposes, subject to the controlling provisions of the Contract, including the GBR's own terms. The GBR is a Contract Document.

2. *Geotechnical Data Report (GDR)*—The factual report that collects and presents data regarding actual subsurface conditions at or adjacent to the Site, including Technical Data and other geotechnical data, prepared by or for Owner in support of the Geotechnical Baseline Report. The GDR's content may include logs of borings, trenches, and other site investigations, recorded measurements of subsurface water levels, the results of field and laboratory testing, and descriptions of the investigative and testing programs. The GDR does not include an interpretation of the data. If opinions, or interpretive or speculative non-factual comments or statements appear in a document that is labeled a GDR, such opinions, comments, or statements are not operative parts of the GDR and do not have contractual standing. Subject to that exception, the GDR is a Contract Document.

5.03 *Subsurface and Physical Conditions*

SC-5.03 Delete Paragraph 5.03 in its entirety and replace with the following:

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions hereby identify:

1. those reports of explorations and tests of subsurface conditions at or adjacent to the Site (other than any Geotechnical Data Report or Geotechnical Baseline Report) that contain Technical Data. Such reports are as follows:

   a. *Report Title:* [Exact title of the document]

   b. *Date of Report:* [Date report was issued]

   c. *Technical Data in report upon which Contractor may rely*: [Identify Technical Data (for example, "Boring Log, Test Site 3") and specify page number or other reference where Technical Data is located within the report. List multiple Technical Data line items per entry when appropriate.]

2. those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data. Such drawings are as follows:

   a. *Drawings Title:* Civic Center Parking Lot Design

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b. *Date of Drawings:* **November 28, 2023**

B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph SC-5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

E.

5.04 *Differing Subsurface or Physical Conditions*

SC-5.04 Delete Paragraph 5.04 in its entirety and replace with the following:

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface condition that is uncovered or revealed at the Site:

1. differs materially from conditions shown or indicated in the GBR; or

2. differs materially from conditions shown or indicated in the GDR, to the extent the GBR is inapplicable; or

3. differs materially from conditions shown or indicated in Contract Documents other than the GBR or GDR, to the extent the GBR and GDR are inapplicable; or

4. to the extent the GBR and GDR are inapplicable, is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

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5. to the extent the GBR and GDR are inapplicable, is of such a nature as to require a change in the Drawings or Specifications; or

6. to the extent the GBR and GDR are inapplicable, is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph SC-5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption or continuation of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption or continuation of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. such condition must fall within any one or more of the categories described in Paragraph SC-5.04.A;

    b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03 of the General Conditions; and

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c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

   a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

   b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

   c. Contractor failed to give the written notice as required by Paragraph SC-5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment must be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 of the General Conditions governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 of the General Conditions governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs SC-5.03 and SC-5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

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PREVAILING WAGE RATE REQUIREMENTS

In accordance with **Charter Township of Ypsilanti (the Township) Ordinance No. 69 of 1974**, all craftsmen, mechanics, and laborers must be compensated at least at the prevailing wage plus fringe for their corresponding labor category according to the current wage determination by the U.S. Department of Labor (also referred to as Davis-Bacon wages) for the area of the work site.

This requirement applies to such employees and independent contractors (i.e. 1099 workers) of the Contractor as well as any employees and 1099 workers of subcontractors, suppliers, consultants, vendors, and any other person or entity contracted, retained, and/or compensated for work by the Contractor, directly or indirectly, on behalf of the **Charter Township of Ypsilanti.**

The Contractor is required to document certified proof, acceptable to **the Township**, which documents compliance with this requirement for any and all applicable personnel as designated above. Full compliance and acceptable proof thereof shall be a prerequisite for payment to the Contractor of all or any portion of the Contract Price, at the determination and discretion of **the Township.**

GENERAL REQUIREMENTS

TABLE OF CONTENTS

Page

SUBSECTION 1— Project Summary 1

SUBSECTION 2— Multiple Contract Summary 4

SUBSECTION 3— Allowances 4

SUBSECTION 4— Alternates 6

SUBSECTION 5— Project Management and Coordination 6

SUBSECTION 1—PROJECT SUMMARY

1.01 *Project Information*

A. Project Identification: Civic Center Parking Lot and Water Main.

B. Project Location: Ypsilanti Township Tilden R. Stumbo Civic Center.

C. Project Web Site: Newforma

D. Project Owner, Engineer, and Contractor are defined in the Agreement.

E. Authorized representatives of the Owner, Engineer, and Contractor are so designated in the Pre-construction Conference.

F. Project Location: Ypsilanti Township Tilden R. Stumbo Civic Center

G. Other Project Stakeholders:

1.02 *Work Covered by Contract Documents*

A. Description of Work: Removal and replacement of approximately 6,300 square yards of parking lot (asphalt and base stone). Installation of 1,400 feet of 8-inch water main and abandonment in place of existing main.

B. Type of Contract: Unit Price

1.03 *Phased Construction*

A. The Work shall be conducted in phases to be discussed in the pre-bid meeting.

B. Before commencing Work of each phase, submit an updated copy of Contractor's construction schedule showing the sequence, commencement and completion dates for all phases of the Work.

1.04 *Work Under Separate Contracts*

A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

B. Concurrent Work: Owner will award separate contract(s) for the following construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract.

1. District Court Building Improvements.

1.05 *Owner Furnished Products*

A. Owner will furnish products indicated. The Work includes receiving, unloading, handling, storing, protecting, and installing Owner-furnished products [and making building services connections].

B. Owner-Furnished Products:

None.

C. Owner’s Responsibilities:

1. Arrange for and deliver Owner-reviewed Shop Drawings, Product Data, and Samples to Contractor.
2. Arrange and pay for delivery to Site.
3. Upon delivery, inspect products jointly with Contractor.
4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
5. Arrange for manufacturer's warranties, inspections, and service.

D. Contractor's Responsibilities

1. Review Owner-reviewed Shop Drawings, Product Data, and Samples.
2. Receive and unload products at Site; inspect for completeness or damage jointly with Owner.
3. Handle, store, install, and finish products.
4. Repair or replace items damaged after receipt.

1.06 *Access to Site*

A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits: Confine construction operations to the existing parking lot and designated lay down areas.
2. Driveways, Walkways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
    b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.07 *Coordination with Users and Occupants*

A. Full Owner Occupancy: Owner will occupy site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or

used facilities without written permission from Owner and approval of authorities having jurisdiction.

2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.

1.08 *Work Restrictions*

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Owner not less than two days in advance of proposed utility interruptions.

2. Obtain Engineer’s written permission before proceeding with utility interruptions.

C. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

1. Notify Owner not less than two days in advance of proposed disruptive operations.

2. Obtain Engineer written permission before proceeding with disruptive operations.

D. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.

1.09 *Specification and Drawing Conventions*

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

1.10 *Miscellaneous Provisions*

SUBSECTION 2—MULTIPLE CONTRACT SUMMARY

2.01

SUBSECTION 3—ALLOWANCES

3.01 *SELECTION AND PURCHASE*

A. At the earliest practical date after award of the Contract, advise Engineer of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.

B. At Engineer's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

C. Purchase products and systems selected by Engineer from the designated supplier.

3.02 *SUBMITTALS*

A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

C. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.

D. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

3.03 *COORDINATION*

A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

3.04 *[LUMP-SUM] [UNIT-COST] [AND] [QUANTITY] ALLOWANCES*

A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Engineer under allowance and shall include taxes, freight, and delivery to Project site.

B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials selected by Engineer under allowance shall be included as part of the Contract Sum and not part of the allowance.

C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.

D. Consider including: If Owner does not want unused materials, disposal of unused material is the Contractor's responsibility. (Depends on the nature of the materials)

E. If requested by Engineer, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

3.05 *CONTINGENCY ALLOWANCES*

A. Use the contingency allowance only as directed by Engineer for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.

B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.

C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins.

D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

3.06 *TESTING AND INSPECTING ALLOWANCES*

A. Testing and inspecting allowances include the cost of engaging testing agencies, actual tests and inspections, and reporting results.

B. The allowance does not include incidental labor required to assist the testing agency or costs for retesting if previous tests and inspections result in failure. The cost for incidental labor to assist the testing agency shall be included in the Contract Sum.

C. Costs of services not required by the Contract Documents are not included in the allowance.

D. At Project closeout, credit unused amounts remaining in the testing and inspecting allowance to Owner by Change Order.

3.07 *ADJUSTMENT OF ALLOWANCES*

A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.

1. Include installation costs in purchase amount only where indicated as part of the allowance.

2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.

3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.

4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

5. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.

6. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

3.08 *EXAMINATION*

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.09 *PREPARATION*

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.10 *SCHEDULE OF ALLOWANCES*

A. Allowance No. 01, Contingency Allowance: Include the sum of seventy-five thousand dollars for use at Owner’s discretion and Engineer’s written authorization.

B. Coordinate quantity allowance adjustment with corresponding unit-price requirements in Section 01 22 00 "Unit Prices."

SUBSECTION 4—ALTERNATES

1. No alternates are proposed in this project.

SUBSECTION 5—PROJECT MANAGEMENT AND COORDINATION

5.01 *Coordination Drawings*

A. Prepare coordination drawings according to requirements in individual Sections, where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.

B. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:

1. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.

2. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Engineer indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

5.02 *Requests for Clarification, Interpretation, and Information (RFIs)*

A. Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Engineer will return RFIs submitted to Engineer by other entities controlled by Contractor with no response.

2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.

2. Project number.

3. Date.

4. Name of Contractor.

5. Name of Engineer

6. RFI number, numbered sequentially.

7. RFI subject.

8. Specification Section number and title and related paragraphs, as appropriate.

9. Drawing number and detail references, as appropriate.

10. Field dimensions and conditions, as appropriate.

11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.

12. Contractor's signature.

13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

14. Space for Engineer’s response.

C. Engineer’s Action: Engineer will review each RFI, determine action required, and respond. Allow seven working days for Engineer’s response for each RFI. RFIs received by Engineer after 1:00 p.m. will be considered as received the following working day.

1. The following RFIs will be returned without action:

a. Requests for approval of submittals.

b. Requests for approval of substitutions.

c. Requests for coordination information already indicated in the Contract Documents.

d. Requests for adjustments in the Contract Time or the Contract Sum.

e. Requests for interpretation of Engineer's actions on submittals.

f. Incomplete RFIs or inaccurately prepared RFIs.

2. Engineer's action may include a request for additional information, in which case Engineer's time for response will date from time of receipt of additional information.

3. Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal.

a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within 5 days of receipt of the RFI response.

4. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log at each construction progress meeting. Use CSI Log Form 13.2B or similar form. Include the following:

a. Project name.

b. Name and address of Contractor.

c. Name and address of Engineer.

d. RFI number including RFIs that were dropped and not submitted.

e. RFI description.

f. Date the RFI was submitted.

g. Date Engineer's response was received.

h. Identification of related Field Order, Work Change Directive, and/or Proposal Request, as appropriate.

5. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer's within five days if Contractor disagrees with response.

5.03 *Project Meetings*

A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Engineer of scheduled meeting dates and times 10 business days in advance.

2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees 24 hours before the meeting.

3. Minutes: record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Engineer, within three days of the meeting.

B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Engineer, but no later than 15 days after execution of the Agreement.

1. Attendees: Authorized representatives of Owner, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:
    a. Tentative construction schedule.
    b. Phasing.
    c. Critical work sequencing and long-lead items.
    d. Designation of key personnel and their duties.
    e. Procedures for processing field decisions and Change Orders.
    f. Procedures for RFIs.
    g. Procedures for testing and inspecting.
    h. Procedures for processing Applications for Payment.
    i. Distribution of the Contract Documents.
    j. Submittal procedures.
    k. Sustainable design requirements.
    l. Preparation of record documents.
    m. Use of the premises
    n. Use of existing building if Contractor will need access to a building.
    o. Work restrictions.
    p. Working hours.
    q. Owner's occupancy requirements.
    r. Responsibility for temporary facilities and controls.
    s. Delete note below if not needed.
    t. Procedures for moisture and mold control.
    u. Procedures for disruptions and shutdowns.
    v. Construction waste management and recycling.
    w. Parking availability.
    x. Office, work, and storage areas.
    y. Equipment deliveries and priorities.
    z. First aid.
    aa. Security.
    bb. Progress cleaning.

3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Engineer of scheduled meeting dates.

2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

a. Contract Documents.

b. Options.

c. Related RFIs.

d. Related Change Orders.

e. Purchases.

f. Deliveries.

g. Submittals.

h. Sustainable design requirements.

i. Review of mockups.

j. Possible conflicts.

k. Compatibility problems.

l. Time schedules.

m. Weather limitations.

n. Manufacturer's written instructions.

o. Warranty requirements.

p. Compatibility of materials.

q. Acceptability of substrates.

r. Temporary facilities and controls.

s. Space and access limitations.

t. Regulations of authorities having jurisdiction.

u. Testing and inspecting requirements.

v. Installation procedures.

w. Coordination with other work.

x. Required performance results.

y. Protection of adjacent work.

z. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Progress Meetings: Conduct progress meetings at weekly intervals.

1. Attendees: In addition to representatives of Owner and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
        1) Review schedule for next period.
    b. Review present and future needs of each entity present, including the following:
        1) Interface requirements.
        2) Sequence of operations.
        3) Status of submittals.
        4) Status of sustainable design documentation.
        5) Deliveries.
        6) Off-site fabrication.
        7) Access.
        8) Site utilization.
        9) Temporary facilities and controls.
        10) Progress cleaning.
        11) Quality and work standards.
        12) Status of correction of deficient items.
        13) Field observations.

14) Status of RFIs.

15) Status of proposal requests.

16) Pending changes.

17) Status of Change Orders.

18) Pending claims and disputes.

19) Documentation of information for payment requests.

3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

   a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

SECTION 01 31 19.13 – PRECONSTRUCTION MEETINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for preconstruction meetings.

1.2 RELATED DOCUMENTS

A. General Conditions of the Construction Contract

B. Supplementary Conditions

1.3 DEFINITIONS

A. “Owner,” “Engineer,” and “Contractor” are defined in the General Conditions and the Agreement.

B. Agenda: written document containing items for discussion during the subject meeting.

C. Meeting Minutes: written document, with similar structure to the Agenda, which documents the time and place of a meeting, those in attendance and their role on the project, items discussed, decisions reached, and other consequential items reached during the meeting. Meeting minutes are published according to the General/Supplementary Conditions.

1.4 PROCEDURES

A. In accordance with the general conditions, the contractor shall attend a pre-construction meeting with the owner and the engineer and shall take place after award and prior to the start of work.

B. The pre-construction meeting shall be conducted according to the attached draft agenda which includes pre-populated information, is part of the project General Requirements specification, and therefore included on the bid documents.

C. The contractor, by submitting a bid, agrees to the requirements and procedures contained in the attached agenda.

D. The agenda is incorporated into the Contract upon execution of the Agreement between the Contractor and the Owner.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 DRAFT AGENDA

A. The meeting shall be conducted according to the attached agenda.

B. Discussion, decisions, clarifications, and updates to the plans and specifications which occur during the pre-construction meeting shall be documented by revising the agenda, which shall become the meeting minutes.

C. The contents of the meeting minutes shall become binding and part of the contract documents utilizing a contract modification for minor changes in the work without changing the Contract Price or extension of the Contract Time.

END OF SECTION 01 31 19.13

OTHER BUSINESS

BOARD MEMBER UPDATES