

CHARTER TOWNSHIP OF
YPSILANTI BOARD OF TRUSTEES

Supervisor

BRENDA L. STUMBO

Clerk

KAREN LOVEJOY ROE

Treasurer

LARRY J. DOE

Trustees

STAN ELDRIDGE

HEATHER JARRELL ROE

MONICA ROSS WILLIAMS

JIMMIE WILSON, JR.

August 15, 2017

Work Session – 4:30 p.m.

Regular Meeting – 7:00 p.m.

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

DEPARTMENTAL REPORTS

		Year to Date	
	Prior Year Comparison		
Month	Revenue	Revenue	
	2016	2017	
January	\$121,678.02	\$ 120,611.62	
February	\$175,343.69	\$ 155,669.56	
March	\$154,916.76	\$ 182,041.34	
April	\$133,933.35	\$ 148,443.25	
May	\$136,097.41	\$ 162,945.87	
June	\$138,669.47	\$ 139,612.07	
July	\$131,882.07	\$ 140,495.57	
August	\$156,356.14		
September	\$155,340.95		
October	\$148,098.94		
November	\$134,130.41		
December	\$106,942.52		
Grant:	\$ 82,500.00	\$ 117,000.00	
Standardization			
Payment:	\$ 45,724.00	\$ 45,724.00	
Year-to Date			
Totals:	\$ 1,821,613.73	\$ 1,212,543.28	
Expenditure			
Budget:	\$ 1,443,321.00	\$ 1,486,200.32	
Difference:	\$ 378,292.73	\$ (273,657.04)	

14-B District Court

Monthly Disbursements

July 2017

Revenue received as a Fine for violation of a State Statute is disbursed to the Washtenaw County Treasurer, for library purposes.

Revenue received as a Fine for violation of a Township Ordinance and all Court Costs are disbursed to the Ypsilanti Township Treasurer. Local revenue also includes Probation oversight fees and Bond Forfeitures.

Revenue received as State Filing Fee, State Court Fund, Justice System Fund, Juror Compensation, Crime Victims Rights Fund and Dept. of Natural Resources Judgment Fee is forwarded to the State Treasurer.

Money received as Garnishment Proceeds, Criminal Bonds, Restitution, and Court Ordered Escrow are deposited in the Escrow Account of the Court.

All other revenues are transferred to the Ypsilanti Township Treasurer.

July 2017 Disbursements:

Washtenaw County:	\$ 4,392.00
State of Michigan:	\$ 64,432.24
Ypsilanti Township Treasurer:	\$140,495.57

TOTAL: \$209,319.81

YPSILANTI TOWNSHIP FIRE DEPARTMENT
MONTHLY REPORT

JUNE 2017

Fire Department staffing levels are as follows:

1 Fire Chief	3 Shift Captains	20 Fire Fighters
1 Interim Fire Marshal	3 Shift Lieutenants	1 Clerk III / Staff Support

All fire department response personnel are licensed as Emergency Medical Technicians by the State of Michigan Public Health. During the month, the fire department responded to 418 requests for assistance. Of those requests, 264 were medical emergency service calls, with the remaining 154 incidents classified as non-medical and/or fire related.

Department activities for the month of June, 2017:

- 1) The Public Education Department participated in the following events:
 - a) Hosted Shred Service Event for Township Residents
 - b) Truck Demonstration at St Marks Lutheran Church
 - c) Touch-A-Truck at Global Tech Academy
 - d) Truck Demonstration at Oak Ridge Apartments
 - e) Truck Demonstration at Nancy Park Community Picnic
 - f) Truck Demonstration at Ford Elementary Summer School
 - g) Hosted Open House for Harris Road project
 - h) Car Seat fittings for U of M Buckle Up program

- 2) Fire fighters attended 8 neighborhood watch meetings

- 3) Fire fighters received training in the following areas:
 - a) Washtenaw County Tech Rescue Team
 - b) Emergency Action Plan at Rolling Hill County Park
 - c) Active Shooter Drill at St Joseph Mercy Hospital
 - d) SCBA Tech

The Fire Chief attended these meetings / events for the month of June, 2017:

- 1) WAMAA meeting
- 2) Meeting with OHM
- 3) 2 Kitchen Hood trainings
- 4) Officers meeting
- 5) Plan Reviews: 4
- 6) Inspection at Michigan National Guard
- 7) Meeting with Township Residential Services Director Allen
- 8) Headquarters Parking Lot Assessment
- 9) Hosted Washteanw County Road Commission meeting
- 10) Fire Department Actuarial report
- 11) 2 meetings with EMPCO Re: Fire Marshal Testing
- 12) Fire Marshal Examination
- 13) Follow Up Inspection at Circle K
- 14) 2 Fire Lane Inspections at Bosal
- 15) Certificate of Occupancy Inspection at Los Amigos
- 16) Alarm System Inspection at new Dialysis Center
- 17) Hydro Inspection at Clark East Towers
- 18) Follow Up Fire Inspection at 1128 Parkwood
- 19) Burn Permits Issued: 2
- 20) Fireworks Tent Inspections: 3
- 21) Neighborhood Watch meetings: West Willow & Lay Gardens
- 22) Renewal of Auto Mutual Aid Agreement with Pittsfield Township Fire Department
- 23) Mentoring Interim Fire Marshal

There was 2 injuries and 0 deaths reported this month for civilians.

There was 0 injuries and 0 deaths reported this month for fire fighters.

This month the total fire loss, including vehicle fires, is estimated at **\$107,700.00**. All occurred at the following locations:

DATE OF LOSS	ADDRESS	ESTIMATED LOSS
1) 06/02/2017	401 W Michigan	\$ 0.00 (Mutual Aid – City of Ypsilanti)
2) 06/03/2017	1433 Leforge	\$ 0.00 (Mutual Aid – City of Ypsilanti)
3) 06/07/2017	1128 Parkwood	\$ 31,000.00 (building)
4) 06/09/2017	401 W Michigan	\$ 0.00 (Mutual Aid – City of Ypsilanti)
5) 06/10/2017	1296 Leforge	\$ 0.00 (natural vegetation – wood chips)
6) 06/10/2017	745 S Grove	\$ 0.00 (Mutual Aid – City of Ypsilanti)
7) 06/12/2017	9775 Edgewood	\$ 0.00 (Mutual Aid – Superior Township)
8) 06/13/2017	7668 Dover Drive	\$ 0.00 (fuel burner – hot water heater)
9) 06/13/2017	8575 Bunton	\$ 0.00 (Mutual Aid – Augusta Township)
10) 06/14/2017	1211 Washtenaw	\$ 0.00 (Mutual Aid – City of Ypsilanti)
11) 06/17/2017	401 W Michigan	\$ 0.00 (Mutual Aid – City of Ypsilanti)
12) 06/17/2017	6143 Vail Drive	\$ 0.00 (fire / other - driveway)
13) 06/18/2017	396 First	\$ 0.00 (Mutual Aid – City of Ypsilanti)
14) 06/19/2017	E Michigan @ LaPorte	\$ 0.00 (fire / other – unable to locate)
15) 06/21/2017	1332 Chestnut Dr #13	\$ 1,000.00 (building)
16) 06/22/2017	2387 Harding	\$ 0.00 (outside gas / vapor combustion)
17) 06/26/2017	5900 Bridge	\$ 0.00 (fire / other – outside)
18) 06/28/2017	2515 Ellsworth	\$ 0.00 (natural vegetation – campfire)
19) 06/28/2017	2511 International #1019B	\$ 0.00 (cooking)
20) 06/28/2017	2701 N I-94 Service Dr	\$ 75,000.00 (road transport – semi)
21) 06/29/2017	2825 Bynan #307	\$ 700.00 (cooking)

Respectfully submitted,

Rhonda Bates, Clerical Support Staff
 Charter Township of Ypsilanti Fire Department

Attachment: Fire House Incident Type Report (Summary) 06/01/2017 – 06/30/2017

Ypsilanti Township Fire Department

Incident Type Report (Summary)

Alarm Date Between {06/01/17} And {06/30/17}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
100 Fire, Other	4	0.96%	\$0	0.00%
111 Building fire	4	0.96%	\$32,000	29.71%
113 Cooking fire, confined to container	5	1.20%	\$700	0.65%
115 Incinerator overload or malfunction, fire confined	1	0.24%	\$0	0.00%
116 Fuel burner/boiler malfunction, fire confined	1	0.24%	\$0	0.00%
132 Road freight or transport vehicle fire	1	0.24%	\$75,000	69.63%
140 Natural vegetation fire, Other	2	0.48%	\$0	0.00%
141 Forest, woods or wildland fire	1	0.24%	\$0	0.00%
154 Dumpster or other outside trash receptacle fire	1	0.24%	\$0	0.00%
163 Outside gas or vapor combustion explosion	1	0.24%	\$0	0.00%
	21	5.02%	\$107,700	100.00%
2 Overpressure Rupture, Explosion, Overheat(no fire)				
221 Overpressure rupture of air or gas pipe/pipeline	1	0.24%	\$0	0.00%
251 Excessive heat, scorch burns with no ignition	1	0.24%	\$0	0.00%
	2	0.48%	\$0	0.00%
3 Rescue & Emergency Medical Service Incident				
300 Rescue, EMS incident, other	7	1.67%	\$0	0.00%
311 Medical assist, assist EMS crew	36	8.61%	\$0	0.00%
320 Emergency medical service, other	8	1.91%	\$0	0.00%
321 EMS call, excluding vehicle accident with injury	85	44.26%	\$0	0.00%
322 Motor vehicle accident with injuries	15	3.59%	\$0	0.00%
323 Motor vehicle/pedestrian accident (MV Ped)	2	0.48%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	11	2.63%	\$0	0.00%
	264	63.16%	\$0	0.00%
4 Hazardous Condition (No Fire)				
411 Gasoline or other flammable liquid spill	1	0.24%	\$0	0.00%
412 Gas leak (natural gas or LPG)	1	0.24%	\$0	0.00%
413 Oil or other combustible liquid spill	1	0.24%	\$0	0.00%
424 Carbon monoxide incident	2	0.48%	\$0	0.00%
440 Electrical wiring/equipment problem, Other	4	0.96%	\$0	0.00%
444 Power line down	7	1.67%	\$0	0.00%
445 Arcing, shorted electrical equipment	5	1.20%	\$0	0.00%
451 Biological hazard, confirmed or suspected	1	0.24%	\$0	0.00%
	22	5.26%	\$0	0.00%

Ypsilanti Township Fire Department

Incident Type Report (Summary)

Alarm Date Between {06/01/17} And {06/30/17}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
5 Service Call				
500 Service Call, other	1	0.24%	\$0	0.00%
510 Person in distress, Other	4	0.96%	\$0	0.00%
511 Lock-out	1	0.24%	\$0	0.00%
5111 Lock-in	1	0.24%	\$0	0.00%
520 Water problem, Other	1	0.24%	\$0	0.00%
531 Smoke or odor removal	3	0.72%	\$0	0.00%
550 Public service assistance, Other	2	0.48%	\$0	0.00%
5501 Neighborhood Watch	2	0.48%	\$0	0.00%
5502 Community Outreach	1	0.24%	\$0	0.00%
551 Assist police or other governmental agency	1	0.24%	\$0	0.00%
553 Public service	1	0.24%	\$0	0.00%
561 Unauthorized burning	4	0.96%	\$0	0.00%
	22	5.26%	\$0	0.00%
6 Good Intent Call				
600 Good intent call, Other	3	0.72%	\$0	0.00%
611 Dispatched & cancelled en route	32	7.66%	\$0	0.00%
6111 Canceled on Arrival	22	5.26%	\$0	0.00%
622 No Incident found on arrival at dispatch address	4	0.96%	\$0	0.00%
631 Authorized controlled burning	2	0.48%	\$0	0.00%
671 HazMat release investigation w/no HazMat	1	0.24%	\$0	0.00%
	64	15.31%	\$0	0.00%
7 False Alarm & False Call				
700 False alarm or false call, Other	3	0.72%	\$0	0.00%
730 System malfunction, Other	1	0.24%	\$0	0.00%
733 Smoke detector activation due to malfunction	4	0.96%	\$0	0.00%
735 Alarm system sounded due to malfunction	3	0.72%	\$0	0.00%
740 Unintentional transmission of alarm, Other	1	0.24%	\$0	0.00%
743 Smoke detector activation, no fire - unintentional	1	0.96%	\$0	0.00%
744 Detector activation, no fire - unintentional	1	0.24%	\$0	0.00%
745 Alarm system activation, no fire - unintentional	4	0.96%	\$0	0.00%
746 Carbon monoxide detector activation, no CO	2	0.48%	\$0	0.00%
	23	5.50%	\$0	0.00%

Total Incident Count: 418

Total Est Loss:

\$107,700



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK KAREN LOVEJOY ROE • TREASURER LARRY DOE
TRUSTEES: STAN ELDRIDGE • HEATHER JARRELL ROE • MONICA ROSS WILLIAMS •
JIMMIE WILSON, JR.

WORK SESSION AGENDA CHARTER TOWNSHIP OF YPSILANTI

TUESDAY, AUGUST 15, 2017

4:30pm

**CIVIC CENTER
BOARD ROOM
7200 HURON RIVER DRIVE**

1. DISCUSSION ON SPECIAL ASSESSMENT DISTRICTS.....CLERK LOVEJOY ROE
2. AGENDA REVIEW..... SUPERVISOR STUMBO
3. REQUEST TO ENTER INTO EXECUTIVE SESSION PURSUANT TO MCL 15.268 SECTION 8 SUBPARAGRAPH (H) OF THE OPEN MEETINGS ACT... "TO CONSIDER MATERIAL EXEMPT FROM DISCUSSION OR DISCLOSURE BY STATE OR FEDERAL STATUTE (SPECIFICALLY LEGAL OPINIONS DATED AUGUST 10, 2017 WHICH ARE PROTECTED BY THE FREEDOM OF INFORMATION ACT)" AS IT PERTAINS TO THE PROPOSED NEXUS GAS TRANSMISSION PIPELINE
4. OTHER DISCUSSION BOARD MEMBERS

SPECIAL ASSESSMENT DISTRICTS

- A. Discussion on the legal process for creating a Special Assessment District

REVIEW AGENDA

- A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

EXECUTIVE SESSION

1. REQUEST TO ENTER INTO EXECUTIVE SESSION PURSUANT TO MCL 15.268 SECTION 8 SUBPARAGRAPH (H) OF THE OPEN MEETINGS ACT... "TO CONSIDER MATERIAL EXEMPT FROM DISCUSSION OR DISCLOSURE BY STATE OR FEDERAL STATUTE (SPECIFICALLY LEGAL OPINIONS DATED AUGUST 10, 2017 WHICH ARE PROTECTED BY THE FREEDOM OF INFORMATION ACT)" AS IT PERTAINS TO THE PROPOSED NEXUS GAS TRANSMISSION PIPELINE

OTHER DISCUSSION

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



Charter Township of Ypsilanti

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JIMMIE WILSON, JR.

REGULAR MEETING AGENDA

TUESDAY, AUGUST 15, 2017

7:00 P.M.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC COMMENTS
4. CONSENT AGENDA
 - A. MINUTES OF THE JULY 18, 2017 WORK SESSION AND REGULAR MEETING
 - B. STATEMENTS AND CHECKS
 1. STATEMENTS AND CHECKS FOR AUGUST 1, 2017 IN THE AMOUNT OF \$3,888,608.64
 2. STATEMENTS AND CHECKS FOR AUGUST 15, 2017 IN THE AMOUNT OF \$846,852.99
 3. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR JULY 2017 IN THE AMOUNT OF \$29,718.00
 4. CHOICE HEALTH CARE ADMIN FEE FOR JUNE 2017 IN THE AMOUNT OF \$1,215.00
 - C. JULY 2017 TREASURER'S REPORT
5. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

OLD BUSINESS

1. RESOLUTION 2017-17, CREATION OF SPECIAL ASSESSMENT DISTRICT #209 TURTLE CREEK #2
(PUBLIC HEARING HELD AT THE JULY 18, 2017 REGULAR MEETING)
2. REQUEST TO APPROVE FIRST AMENDMENT TO THE MASTER DEED OF THE MANORS AT CREEKSIDE VILLAGE PORTION OF PLANNED DEVELOPMENT #25
(TABLED AT THE JULY 18, 2017 REGULAR MEETING)
3. REQUEST OF BRIAN MCCLEERY, ASSISTANT ASSESSOR FOR APPROVAL OF LETTER OF AGREEMENT FOR SALE OF PARCEL K-11-13-330-001 LOCATED ON STATE ST. TO JAMES BURNS IN THE AMOUNT OF \$800.00 PLUS CLOSING COSTS
(TABLED AT THE JULY 18, 2017 REGULAR MEETING)
4. REQUEST OF KAREN WALLIN, HUMAN RESOURCES FOR APPROVAL TO CREATE AND POST AN ELECTION SPECIALIST POSITION (CLASSIFICATION #19) WITHIN THE AFSCME BARGAINING UNIT
(TABLED AT THE JULY 18, 2017 REGULAR MEETING)

NEW BUSINESS

1. BUDGET AMENDMENT #11
2. AUTHORIZE EXECUTION OF DOCUMENTS NECESSARY TO IMPLEMENT YPSILANTI TOWNSHIP'S SETTLEMENT WITH NEXUS PIPELINE. DOCUMENTS INCLUDE GRANTS OF EASEMENTS, ORDER OF PAYMENT AND FERC NOTICE
3. 1ST READING OF ORDINANCE 2017-474, YCUA SEWAGE DISPOSAL SERVICE RATES
4. REQUEST APPROVAL OF THE TYLER POND TRESTLE REPLACEMENT AND DAM MODIFICATIONS CONTRACT BETWEEN YCUA AND YPSILANTI TOWNSHIP
5. RESOLUTION 2017-19, CONNECTING COMMUNITIES GRANT
6. REQUEST TO APPROVE ONE YEAR EXTENSION OF MAJESTIC LAKES PD STAGE I WITH NEW EXPIRATION DATE OF SEPTEMBER 18, 2018
7. REQUEST AUTHORIZATION FOR THE HUMAN RESOURCES DEPARTMENT TO FILL THE CHIEF BUILDING OFFICIAL POSITION
8. REQUEST AUTHORIZATION FOR THE HUMAN RESOURCES DEPARTMENT TO FILL THE PLANNING AND DEVELOPMENT COORDINATOR POSITION
9. REQUEST OF MICHAEL RADZIK, OCS DIRECTOR TO AMEND THE CARLISLE WORTMAN PROFESSIONAL SERVICES CONTRACT TO INCLUDE ADMINISTRATIVE SERVICES TO COMPLETE IMPLEMENTATION OF THE MULTIFAMILY INSPECTION PROGRAM IN THE AMOUNT OF \$11,760.00 BUDGETED IN LINE ITEM #249-249-000-801-000
10. REQUEST OF MICHAEL RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 2374 RAVINEWOOD IN THE AMOUNT OF \$10,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023
11. REQUEST OF BRIAN MCCLEERY, ASSISTANT ASSESSOR FOR APPROVAL TO ENTER INTO NEGOTIATIONS TO SELL PARCEL # K-11-14-403-008
12. REQUEST OF ANGELA VERGES, RECREATION SUPERINTENDENT FOR APPROVAL OF AGREEMENT WITH WASHTENAW COMMUNITY COLLEGE FOR EXTENSION CENTER OFFERINGS
13. REQUEST OF ERIC COPELAND, FIRE CHIEF FOR AUTHORIZATION TO PLACE SURPLUS FIRE EQUIPMENT IN A PUBLIC AUCTION LOCATED AT CHELSEA FAIRGROUNDS ON SATURDAY, SEPTEMBER 23, 2017 AND TO DISPOSE OF ANY UNSOLD EQUIPMENT IN AN ENVIRONMENTALLY FRIENDLY MANNER
14. REQUEST APPROVAL OF TWO (2) OPTION AGREEMENTS BETWEEN SBA AND YPSILANTI TOWNSHIP FOR SITE LEASE AGREEMENTS AT 7200 S. HURON RIVER DR, AND 9075 S. HURON RIVER DR. EACH IN THE AMOUNT OF \$370,000.00

15. REQUEST TO SET A PUBLIC HEARING DATE OF TUESDAY SEPTEMBER 19, 2017 FOR THE CREATION OF THE FOLLOWING SPECIAL ASSESSMENT DISTRICTS
 - A. REQUEST TO SET PUBLIC HEARING DATE OF TUESDAY SEPTEMBER 19, 2017 AT APPROXIMATELY 7:00PM – CREATION OF A NEIGHBORHOOD STREETLIGHT SPECIAL ASSESSMENT DISTRICT FOR MANORS AT CREEKSIDE VILLAGE.
 - B. REQUEST TO SET PUBLIC HEARING DATE OF TUESDAY SEPTEMBER 19, 2017 AT APPROXIMATELY 7:15PM – CREATION OF A NEIGHBORHOOD CAMERA SPECIAL ASSESSMENT DISTRICT FOR MANORS AT CREEKSIDE VILLAGE.

AUTHORIZATIONS AND BIDS

1. REQUEST OF MICHAEL SARANEN, HYDRO OPERATIONS TO WAIVE THE FINANCIAL POLICY AND AWARD THE LOW QUOTE TO UTILITIES INSTRUMENTATION SERVICE FOR PRODUCTS AND SERVICES TO THE HYDRO STATION TRANSFORMER IN THE AMOUNT OF \$24,730.00 BUDGETED IN LINE ITEM #252-252-000-930-001
2. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO SEEK SEALED BIDS FOR ADA ACCESSIBILITY IMPROVEMENTS AT THE CIVIC CENTER
3. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO SEEK SEALED BIDS FOR ADDITIONAL GOLF COURSE PATH IMPROVEMENTS
4. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO SEEK PROPOSALS FOR A NEW FUEL MANAGEMENT SOFTWARE PROGRAM
5. REQUEST OF ERIC COPELAND, FIRE CHIEF TO SEEK SEALED BIDS FOR REPLACEMENT OF TWO (2) FURNACES AND AIR CONDITIONING UNITS AT FIRE HEADQUARTERS LOCATED AT 222 S. FORD BLVD.
6. REQUEST OF ERIC COPELAND, FIRE CHIEF TO SEEK SEALED BIDS FOR REPLACEMENT OF CARPET AT FIRE HEADQUARTERS LOCATED AT 222 S. FORD BLVD.

OTHER BUSINESS

PUBLIC COMMENTS

CONSENT AGENDA

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



ACCOUNTING DEPT

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

Charter Township of Ypsilanti

STATEMENTS AND CHECKS

AUGUST 1, 2017 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	\$	3,460,501.78
HAND CHECKS -	\$	428,106.86
CREDIT CARDS PURCHASES -	\$	0.00
GRAND TOTAL -	\$	3,888,608.64

Hand Checks

Check Date	Check	Vendor Name	Amount
Bank AP AP			
07/13/2017	175811	DTE ENERGY	16,675.54
07/14/2017	175812	COMCAST CABLE	415.23
07/14/2017	175813	COMCAST CABLE	114.35
07/14/2017	175814	COMCAST CABLE	104.85
07/14/2017	175815	COMCAST CABLE	41.13
07/14/2017	175816	COMCAST CABLE	234.85
07/14/2017	175817	COMCAST CABLE	105.79
07/14/2017	175818	COMCAST CABLE	114.35
07/14/2017	175819	COMCAST CABLE	104.85
07/14/2017	175820	GUARDIAN ALARM	163.11
07/14/2017	175821	GUARDIAN ALARM	1,201.50
07/14/2017	175822	GUARDIAN ALARM	960.00
07/14/2017	175823	MI CUSTOM SIGNS	727.00
07/14/2017	175824	PNC EQUIPMENT FINANCE, LLC	7,022.07
07/14/2017	175825	VERIZON WIRELESS	192.62
07/14/2017	175826	VERIZON WIRELESS	248.89
07/14/2017	175827	WASTE MANAGEMENT	130.09
07/14/2017	175828	WASTE MANAGEMENT	110,548.51
07/14/2017	175829	WASTE MANAGEMENT	5,096.98
07/14/2017	175830	WASTE MANAGEMENT	368.54
07/14/2017	175831	WASTE MANAGEMENT	1,158.60
07/14/2017	175832	WASTE MANAGEMENT	30,673.57
07/14/2017	175833	WASTE MANAGEMENT	29,709.05
07/14/2017	175834	WEX BANK	1,737.91
07/18/2017	175835	IMPERIAL PRESS	139.31
07/18/2017	175836	COMCAST CABLE	4,821.00
07/18/2017	175837	WM. DOUGLAS WINTERS	150.00 V
07/24/2017	175838	BLUE CROSS BLUE SHIELD OF MI	126,786.68
07/24/2017	175839	BLUE CROSS BLUE SHIELD OF MI	35,870.43
07/24/2017	175840	CHARTER DEVELOPMENT COMPANY	14,275.76
07/24/2017	175841	COMCAST CABLE	308.70
07/24/2017	175842	COMCAST CABLE	121.61
07/24/2017	175843	COMCAST CABLE	144.85
07/24/2017	175844	COMCAST CABLE	104.85
07/24/2017	175845	DELTA DENTAL PLAN OF MICHIGAN	14,009.52
07/24/2017	175846	DETROIT EDISON - COMM LIGHTING	12,985.00
07/24/2017	175847	VERIZON WIRELESS	2,350.99
07/24/2017	175848	VERIZON WIRELESS	606.55
07/24/2017	175849	VISION SERVICE PLAN	2,730.19
07/24/2017	175850	WASTE MANAGEMENT	350.00
07/24/2017	175851	WASTE MANAGEMENT	228.56
07/24/2017	175852	WASTE MANAGEMENT	809.87
07/24/2017	175853	WINDSTREAM	423.79
07/24/2017	175854	YPSILANTI COMMUNITY	3,189.82

AP TOTALS:

Total of 44 Checks:	428,256.86
Less 1 Void Checks:	150.00
Total of 43 Disbursements:	428,106.86

Check Date	Check	Vendor Name	Amount
Bank AP AP			
08/01/2017	175855	ACCUSHRED LLC	215.00
08/01/2017	175856	ACUSHNET COMPANY	1,649.45
08/01/2017	175857	ALLGRAPHICS CORPORATION	379.03
08/01/2017	175858	ALLIE BROTHERS, INC.	250.83
08/01/2017	175859	AMAZON CAPITAL SERVICES	1,750.37
08/01/2017	175860	ANGLIN CIVIL LLC	34,557.62
08/01/2017	175861	ANN ARBOR CLEANING SUPPLY	665.80
08/01/2017	175862	ANN ARBOR SPARK	15,000.00
08/01/2017	175863	AUTO VALUE YPSILANTI	236.61
08/01/2017	175864	BANDIT INDUSTRIES	169.73
08/01/2017	175865	BASIL UDEH	60.00
08/01/2017	175866	CALEB DRUMMER	12.00
08/01/2017	175867	CALEB HALE	20.00
08/01/2017	175868	CAMPBELL TITLE AGENCY OF MICHIGAN	2,475.00
08/01/2017	175869	CANNONSBURG WOOD PRODUCTS	4,480.00
08/01/2017	175870	CARLISLE/WORTMAN ASSOCIATES	15,715.00
08/01/2017	175871	CARSON LEIDLEIN	12.00
08/01/2017	175872	CENTRON DATA SERVICES	1,261.28
08/01/2017	175873	CINCINNATI TIME SYSTEMS	784.75
08/01/2017	175874	CITY OF YPSILANTI	600.86
08/01/2017	175875	CLI CONCRETE LEVELING INC.	1,050.00
08/01/2017	175876	COLD CUT KRUISE	41.10
08/01/2017	175877	COMPLETE BATTERY SOURCE	175.50
08/01/2017	175878	CONGDON'S	155.67
08/01/2017	175879	CONTI	10,280.00
08/01/2017	175880	COURT INNOVATIONS INC	135.00
08/01/2017	175881	DAWN FARM	1,975.00
08/01/2017	175882	DC HYDRAULICS INC.	188.85
08/01/2017	175883	DONALD HEISTER	119.00
08/01/2017	175884	EMERGENCY VEHICLE SERVICES	741.06
08/01/2017	175885	EMERGENT HEALTH PARTNERS	6,321.07
08/01/2017	175886	EMPCO, INC.	7,528.40
08/01/2017	175887	FASTENAL	25.89
08/01/2017	175888	FEDERAL ENERGY REGULATORY COMM	1,960.25
08/01/2017	175889	FEDERAL EXPRESS CORPORATION	46.89
08/01/2017	175890	FIBER LINK	233.25
08/01/2017	175891	FOUNDATION SYSTEMS OF MICHIGAN	127.50
08/01/2017	175892	GARY STAFFORD	40.00
08/01/2017	175893	GORDON FOOD SERVICE INC.	302.56
08/01/2017	175894	GRAINGER	656.70
08/01/2017	175895	HERC RENTALS INC	294.25
08/01/2017	175896	HOME DEPOT	488.64
08/01/2017	175897	IMPERIAL PRESS	194.62
08/01/2017	175898	J.F. MOORE & ASSOCIATES, LLC	450.00
08/01/2017	175899	J.F. MOORE & ASSOCIATES, LLC	275.00
08/01/2017	175900	JEZRELL MESCADO	12.00
08/01/2017	175901	JTW PIPES LLC	940.00
08/01/2017	175902	LANGUAGE LINE SERVICES	31.70
08/01/2017	175903	LANSING SANITARY SUPPLY, INC	92.33
08/01/2017	175904	LARRY KENYON	54.00
08/01/2017	175905	LOMBARDO HOMES OF SE MI LLC	14,644.00
08/01/2017	175906	LOOKING GOOD LAWN	8,911.00
08/01/2017	175907	LOWE'S	448.31
08/01/2017	175908	MADCM	181.00
08/01/2017	175909	MARK HAMILTON	1,500.00
08/01/2017	175910	MERS	646,163.00
08/01/2017	175911	METRO PAVEMENT STRIPING, INC.	300.00
08/01/2017	175912	MICHAEL BODARY	150.00
08/01/2017	175913	MICHIGAN LINEN SERVICE, INC.	1,538.48
08/01/2017	175914	MIKE MIMS	325.00
08/01/2017	175915	MR. BUBBLES AUTO SPA	120.00
08/01/2017	175916	NAPA AUTO PARTS	48.96
08/01/2017	175917	NATIONAL FIRE PROTECTION ASSOC	164.10
08/01/2017	175918	NETWORKFLEET, INC	587.45
08/01/2017	175919	NFPA	452.98
08/01/2017	175920	NFPA INTERNATIONAL	175.00
08/01/2017	175921	O'BRYANS LOCK & KEY*	45.00
08/01/2017	175922	OAKLAND COUNTY	1,863.25
08/01/2017	175923	OFFICE EXPRESS	301.68
08/01/2017	175924	OKINAWAN KARATE CLUB	625.10
08/01/2017	175925	ORCHARD, HILTZ & MCCLIMENT INC	10,617.40
08/01/2017	175926	OSCAR W. LARSON CO.	3,476.00
08/01/2017	175927	OVERHEAD DOOR COMPANY	208.69
08/01/2017	175928	PARK ATHLETIC SUPPLY	410.00
08/01/2017	175929	PARKWAY SERVICES, INC.	280.00
08/01/2017	175930	PEPSI BEVERAGES COMPANY	239.44
08/01/2017	175931	PINTER'S FLOWERLAND, INC.	271.42
08/01/2017	175932	PIONEER MANUFACTURING CO.	4,625.00

A/P checks

Check Date	Check	Vendor Name	Amount
08/01/2017	175933	PITTSFIELD CHARTER TOWNSHIP	2,415.00
08/01/2017	175934	PNC INSTITUTIONAL INVESTMENTS	763,874.00
08/01/2017	175935	PREMIER SAFETY & SERVICE	246.54
08/01/2017	175936	PROFESSIONAL TREE SERVICE	2,060.00
08/01/2017	175937	RAND ROBINSON	90.00
08/01/2017	175938	RESIDEX, LLC	3,234.00
08/01/2017	175939	RKA PETROLEUM	2,725.69
08/01/2017	175940	ROYAL ROOFING	10,494.00
08/01/2017	175941	SAITECH INC.	9,279.20
08/01/2017	175942	SAM'S CLUB DIRECT	542.00
08/01/2017	175943	SHERWIN WILLIAMS COMPANY	222.95
08/01/2017	175944	SHRADER TIRE & OIL	980.07
08/01/2017	175945	SPARTAN DISTRIBUTORS	201.50
08/01/2017	175946	STANTEC	9,173.10
08/01/2017	175947	STATE OF MICHIGAN***	180.00
08/01/2017	175948	STERICYCLE INC	192.82
08/01/2017	175949	STERN BROTHERS & CO	225.00
08/01/2017	175950	TARGET INFORMATION	75.73
08/01/2017	175951	TERMINIX PROCESSING CENTER	52.00
08/01/2017	175952	TERRY CONDIT	54.00
08/01/2017	175953	TIME EMERGENCY EQUIPMENT	420.72
08/01/2017	175954	TINA HOTCHKISS	204.00
08/01/2017	175955	TRACTOR SUPPLY COMPANY	339.94
08/01/2017	175956	TRANSUNION RISK & ALTERNATIVE	70.00
08/01/2017	175957	TRI COUNTY INTERNATIONAL	1,168.05
08/01/2017	175958	U.S. BANK, N.A.	250.00
08/01/2017	175959	UIS PROGRAMMABLE SERVICES	495.00
08/01/2017	175960	ULLIANCE	920.40
08/01/2017	175961	UNIVERSITY TRANSLATORS	1,456.17
08/01/2017	175962	VANGUARD GROUP	629,226.00
08/01/2017	175963	VLOUD TECH	6,162.54
08/01/2017	175964	VICTORY LANE	75.66
08/01/2017	175965	WASHTENAW COUNTY ROAD COMMISSION	639,125.00
08/01/2017	175966	WASHTENAW COUNTY SHERIFF'S OFFICE	3,562.00
08/01/2017	175967	WASHTENAW COUNTY TREASURER#	488,017.67
08/01/2017	175968	WASHTENAW COUNTY TREASURER#	33,065.00
08/01/2017	175969	WASHTENAW URGENT CARE	125.00
08/01/2017	175970	WOLVERINE FREIGHTLINER	3,929.06
08/01/2017	175971	YPSILANTI COMMUNITY	28,596.55
08/01/2017	175972	YPSILANTI COMMUNITY	2,828.16
08/01/2017	175973	ZEP SALES & SERVICE	243.44

AP TOTALS:

Total of 119 Checks:	3,460,501.78
Less 0 Void Checks:	0.00
Total of 119 Disbursements:	3,460,501.78

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



ACCOUNTING DEPT

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

Charter Township of Ypsilanti

STATEMENTS AND CHECKS

AUGUST 15, 2017 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	\$	756,337.41
HAND CHECKS -	\$	84,449.43
CREDIT CARD PURCHASES-	\$	<u>6,066.15</u>
GRAND TOTAL -	\$	846,852.99

Choice Health Care Deductible – JULY 2017

ACH EFT -	\$	29,718.00
ADMIN FEE -	\$	1,215.00 (JUNE)

Check Date	Check	Vendor Name	Amount
Bank AP AP			
07/28/2017	175974	COMCAST CABLE	617.40
07/28/2017	175975	COMCAST CABLE	178.90
07/28/2017	175976	GUARDIAN ALARM	1,856.07
07/28/2017	175977	PAMELA MYERS	100.00
07/28/2017	175978	YPSILANTI COMMUNITY	56.87
08/01/2017	175979	AT & T	146.76
08/01/2017	175980	AT & T	67.71
08/01/2017	175981	CLEAR RATE COMMUNICATIONS, INC	830.66
08/01/2017	175982	COMCAST BUSINESS	825.00
08/01/2017	175983	COMCAST CABLE	214.90
08/01/2017	175984	COMCAST CABLE	104.85
08/01/2017	175985	DTE ENERGY**	72,473.74
08/01/2017	175986	YPSILANTI COMMUNITY	158.93
08/03/2017	175987	ANDREA BRISSON	823.10
08/03/2017	175988	COMCAST CABLE	31.63
08/03/2017	175989	COMCAST CABLE	114.35
08/03/2017	175990	KELSEY LAW	121.76
08/03/2017	175991	NEW EXECUTIVE MORTGAGE LLC	401.06
08/03/2017	175992	NEW PAR	256.66
08/03/2017	175993	STANDARD INSURANCE COMPANY	4,767.60
08/03/2017	175994	SYNERGY PHYSICAL THERAPY	107.06
08/03/2017	175995	VERIZON WIRELESS	194.42

AP TOTALS:

Total of 22 Checks:	84,449.43
Less 0 Void Checks:	0.00
Total of 22 Disbursements:	84,449.43

Check Date	Check	Vendor Name	Amount
Bank AP AP			
08/15/2017	175996	A & R TOTAL CONSTRUCTION, INC.	260.46
08/15/2017	175997	ALERT ALL	930.00
08/15/2017	175998	ALLGRAPHICS CORPORATION	417.50
08/15/2017	175999	AMAZON CAPITAL SERVICES	58.19
08/15/2017	176000	AMAZON.COM	1,290.00
08/15/2017	176001	ANGELA WILLIAMS	100.00
08/15/2017	176002	ANN ARBOR CLEANING SUPPLY	20.08
08/15/2017	176003	ANN ARBOR WELDING SUPPLY CO	208.20
08/15/2017	176004	AUTO VALUE YPSILANTI	116.27
08/15/2017	176005	BARR ENGINEERING COMPANY	1,736.50
08/15/2017	176006	BASIL UDEH	120.00
08/15/2017	176007	CARLISLE/WORTMAN ASSOCIATES	19,887.91
08/15/2017	176008	COLD CUT KRUISE	93.00
08/15/2017	176009	COLMAN-WOLF SANITARY SUPPLY CO	163.45
08/15/2017	176010	CONGDON'S	124.86
08/15/2017	176011	DEBORAH'S CATERING SERVICES	822.25
08/15/2017	176012	ED'S GARAGE	315.00
08/15/2017	176013	FEDERAL EXPRESS CORPORATION	49.21
08/15/2017	176014	GORDON FOOD SERVICE INC.	559.32
08/15/2017	176015	GRAINGER	78.54
08/15/2017	176016	HOME DEPOT	150.30
08/15/2017	176017	INTERNATIONAL CODE COUNCIL	242.50
08/15/2017	176018	JOHN DOUGLASS	1,295.00
08/15/2017	176019	JOHN MASON	100.00
08/15/2017	176020	JTW PIPES LLC	625.00
08/15/2017	176021	JULIE BUSH	74.00
08/15/2017	176022	KATHRYN RILEY	100.00
08/15/2017	176023	KWAMI THOMAS-WILLIAMS	100.00
08/15/2017	176024	LANSING SANITARY SUPPLY, INC	84.08
08/15/2017	176025	LARDNER ELEVATOR COMPANY	420.00
08/15/2017	176026	LARRY KENYON	81.00
08/15/2017	176027	LISA GARRETT	22.26
08/15/2017	176028	LONGS AUTOMOTIVE INC	778.67
08/15/2017	176029	LOOKING GOOD LAWN	5,776.00
08/15/2017	176030	LOWE'S	87.17
08/15/2017	176031	MARK HAMILTON	1,500.00
08/15/2017	176032	MCLAIN AND WINTERS	108,529.77
08/15/2017	176033	MCMASTER-CARR	29.60
08/15/2017	176034	MI-GMIS	100.00
08/15/2017	176035	MICHAEL BODARY	180.00
08/15/2017	176036	MICHIGAN ABILITY PARTNERS	5,654.80
08/15/2017	176037	MICHIGAN LINEN SERVICE, INC.	1,181.33
08/15/2017	176038	NAPA AUTO PARTS	53.35
08/15/2017	176039	NEOPOST	203.00
08/15/2017	176040	NICHOLAS BLASZCZYK	40.00
08/15/2017	176041	O'BRYANS LOCK & KEY*	276.80
08/15/2017	176042	OFFICE EXPRESS	691.13
08/15/2017	176043	ORCHARD, HILTZ & MCCLIMENT INC	6,478.25
08/15/2017	176044	PAMELA HOOVER	100.00
08/15/2017	176045	PAMELA MYERS	100.00
08/15/2017	176046	PARKWAY SERVICES, INC.	125.00
08/15/2017	176047	PINTER'S FLOWERLAND, INC.	254.00
08/15/2017	176048	PM TECHNOLOGIES, LLC	1,020.00
08/15/2017	176049	PREMIER SAFETY & SERVICE	411.94
08/15/2017	176050	PRIORITY ONE EMERGENCY	330.00
08/15/2017	176051	RESIDEX, LLC	3,225.49
08/15/2017	176052	RICOH USA, INC.	2,204.74
08/15/2017	176053	RKA PETROLEUM	4,929.02
08/15/2017	176054	ROCCO LEONE	60.00
08/15/2017	176055	SAM'S CLUB DIRECT	686.87
08/15/2017	176056	SHRADER TIRE & OIL	201.83
08/15/2017	176057	SITEONE LANDSCAPE SUPPLY, LLC	80.73
08/15/2017	176058	SOLOMON DIVING INC.	2,035.00
08/15/2017	176059	SOUTHEASTERN EQUIPMENT CO.	2,350.00
08/15/2017	176060	SOUTHERN COMPUTER WAREHOUSE	5,208.12
08/15/2017	176061	SPARTAN DISTRIBUTORS	1,388.31
08/15/2017	176062	SPARTAN DISTRIBUTORS	603.75
08/15/2017	176063	STADIUM TROPHY	80.00
08/15/2017	176064	STANTEC	13,343.11
08/15/2017	176065	STERICYCLE INC	192.82
08/15/2017	176066	SUE LANDRY	100.00
08/15/2017	176067	TERRY CONDIT	81.00
08/15/2017	176068	TINA HOTCHKISS	88.00
08/15/2017	176069	TODD BARBER	700.00
08/15/2017	176070	TRANSUNION RISK & ALTERNATIVE	140.00
08/15/2017	176071	TRI COUNTY INTERNATIONAL	1,619.95
08/15/2017	176072	U.S. POSTAL SERVICE*	685.00
08/15/2017	176073	U.S. POSTAL SERVICE*	225.00

Check Date	Check	Vendor Name	Amount
08/15/2017	176074	VERMONT SYSTEMS, INC	300.00
08/15/2017	176075	VICTORY LANE	160.77
08/15/2017	176076	VINCENT RONCOLI	40.00
08/15/2017	176077	WASHTENAW COUNTY LEGAL NEWS	335.00
08/15/2017	176078	WASHTENAW COUNTY ROAD COMMISSION	57,065.46
08/15/2017	176079	WASHTENAW COUNTY TREASURER#	484,613.87
08/15/2017	176080	WASHTENAW COUNTY TREASURER#	80.00
08/15/2017	176081	WASHTENAW COUNTY TREASURER#	8,191.19
08/15/2017	176082	WASHTENAW COUNTY TREASURER#	66.85
08/15/2017	176083	WASTE MANAGEMENT	130.40
08/15/2017	176084	WEINGARTZ	245.84
08/15/2017	176085	WOLVERINE FREIGHTLINER	56.20
08/15/2017	176086	YPSILANTI TOWNSHIP PETTY CASH	122.55
08/15/2017	176087	ZEP SALES & SERVICE	154.85

AP TOTALS:

Total of 92 Checks:	756,337.41
Less 0 Void Checks:	0.00
Total of 92 Disbursements:	<u>756,337.41</u>

Check Date	Check	Vendor Name	Description	Amount
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CREDIT CARDS

Bank CARDS COMERICA COMMERCIAL CARD

08/15/2017	22(E)	COMERICA BANK	SECURITY CAMERAS - LATE INVOICE NEED CRE	1,199.00
			OM3 LC-LC 10GB 50/125 MULTIMODE DUPLEX F	298.80
			MATS FOR THE ERGONOMIC STAND-UP DESK FOR	98.82
			LODGING FOR TRAVIS MCDUGALD FOR MI-GMIS	372.78
			REGISTRATION FOR TRUSTEE RETREAT FOR MON	299.00
			IAFC ANNUAL CONFERENCE - FIRE-RESCUE INT	660.00
			MYTOWN.COM DOMAIN	72.85
			LODGING DURING IAFC FIRE-RESCUE INTERNAT	373.36
			NETKIOSK DESKTOP LOCK	70.54
			REPLACEMENT FEEDER PROTECTION RELAY	1,432.00
			PURCHASE IMAGES FOR ART PROJECT	199.00
			ERGONOMIC STAND-UP DESK FOR MIKE RADZIK	990.00
				<u>6,066.15</u>

CARDS TOTALS:

Total of 1 Checks:				6,066.15
Less 0 Void Checks:				0.00
Total of 1 Disbursements:				<u>6,066.15</u>

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JULY 18, 2017 WORK SESSION**

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

Members Present: Supervisor Brenda L. Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees: Stan Eldridge, Heather Jarrell Roe, Monica Ross-Williams, Jimmie Wilson Jr.

Legal Counsel: Wm. Douglas Winters

1. 2016 FINANCIAL AUDIT REVIEW

Rana Emmons of PSLZ, presented the audited financial statements for Ypsilanti Township for fiscal year ended December 31, 2016. Ms. Emmons stated that the significant sources of revenue for the Township are property taxes, state shared revenues and investment earnings. She stated that in 2016 property taxes increased approximately 2% which is based on an increase in taxable value of property in the Township. She stated this was very important because those amounts had decreased over the last several years. Ms. Emmons also stated that state shared revenue had increased 1% in 2016. She stated that the state is expecting a decrease in taxes next year and that it would be great if the Township could stay at a 1% increase in state shared revenue and not see a decrease.

Ms. Emmons stated that the only two funds that had to dip into fund balance in 2016 were the Fire Fund and the Environmental Services Fund. All of the other funds have added to fund balance or are running independently. The General Fund added approximately \$865,000.00 to the fund balance in 2016, and the general fund also came in under budget.

The Township added \$2.3 million in capital outlay, which is equipment and infrastructure that was purchased and installed in 2016. Also, \$1.215 million in debt was paid down and no new debt was added in 2016.

Ms. Emmons stated that due to changes in how the pension is reported, it appears that the pension is underfunded, even though the Township has paid its required amount each year. This is expected to correct itself over the next few years.

**CHARTER TOWNSHIP OF YPSILANTI
JULY 18, 2017 WORK SESSION MINUTES
PAGE 2**

Supervisor Stumbo asked if the change in reporting was nationwide or just in Michigan. Ms. Emmons stated it was nationwide.

Ms. Emmons stated that next year it will be required for Township to begin reporting retiree healthcare the same as the pension.

Trustee Ross Williams asked how the formula was defined for the actuarial for the pension amounts. Ms. Emmons stated that the actuaries try to provide the most realistic number possible, however she believes it is an average across the country, even though Michigan does tend to be more conservative.

2. AGENDA REVIEW

3. PUBLIC HEARINGS

- A. 7:00PM – RESOLUTION 2017-17, CREATION OF SPECIAL ASSESSMENT
DISTRICT #209 TURTLE CREEK #2
(PUBLIC HEARING SET AT THE JUNE 20, 2017 REGULAR MEETING)**

Clerk Roe stated that the request for this streetlight was received from the New West Willow Neighborhood Association. She reviewed the cost for the streetlights to the residents.

- B. 7:15PM – RESOLUTION 2017-18, CREATION OF SPECIAL ASSESSMENT
DISTRICT #210 FORD LAKE VILLAGE #2-2
(PUBLIC HEARING SET AT THE JUNE 20, 2017 REGULAR MEETING)**

Clerk Roe stated that the request for this streetlight came from a resident in the neighborhood who was concerned about the lighting in the morning for kids waiting for the bus. She reviewed the costs for the streetlight to the residents.

Trustee Jarrell Roe mentioned an email in the board packet from a resident questioning why this special assessment district was for only 142 properties, then asked was this done by phases of the subdivision. Clerk Roe confirmed this.

Supervisor Stumbo commented that lately we have been creating streetlight special assessment districts the same way camera districts were created, by board action. She

**CHARTER TOWNSHIP OF YPSILANTI
JULY 18, 2017 WORK SESSION MINUTES
PAGE 3**

also stated that the Township use to pay for the installation of the streetlights, however in these most recent SAD the light installation has been paid by the residents. Supervisor Stumbo stated that she was concerned by the process being used, even though she knew the process was legal.

Trustee Jarrell Roe stated that she also thought the process may need to be reviewed for requesting streetlights.

Trustee Ross Williams stated she was glad to see the streetlight for McCartney and State on the agenda. Trustee Ross Williams said she had been asked if this light was located in the neighborhood or if it was located on the public street.

Resident Arloa Kaiser stated she did not think it was fair that one person could request a streetlight. She also did not think it was fair to use the petition process because then the person would only ask people they knew were for the streetlight(s).

Clerk Lovejoy Roe reviewed what a special assessment district could be created for and the two processes for creating one.

PUBLIC COMMENTS

Resident Arloa Kaiser asked if emails are kept by the Township and how it is determined if the person sending the email is a resident. Clerk Lovejoy Roe stated that emails that are received in reference to Public Hearings for special assessment districts are permanent records. Other emails that are received are kept based on the State of Michigan retention guidelines. Both Clerk Lovejoy Roe and Supervisor Stumbo stated that the identities of persons emailing about issues are confirmed when they are contacted through follow up.

**CHARTER TOWNSHIP OF YPSILANTI
JULY 18, 2017 WORK SESSION MINUTES
PAGE 4**

CONSENT AGENDA

A. MINUTES OF THE JUNE 20, 2017 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR JULY 4, 2017 IN THE AMOUNT OF \$1,377,768.83**
- 2. STATEMENTS AND CHECKS FOR JULY 18, 2017 IN THE AMOUNT OF \$185,965.08**
- 3. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR JUNE 2017 IN THE AMOUNT OF \$37,509.06**
- 4. CHOICE HEALTH CARE ADMIN FEE FOR MAY7 2017 IN THE AMOUNT OF \$1,215.00**

C. JUNE 2017 TREASURER'S REPORT

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters reviewed the situation that has occurred at 923 Ecorse Rd. (former Forbes Cleaners). He stated that he felt that Washtenaw County Treasurer Catherine McClary had failed to do her duty in regards to this property and neglecting to protect the basic health and welfare of Ypsilanti Township residents.

Attorney Winters stated that Forbes Cleaners was inspected last March pursuant to the Township's ordinance regarding vacant commercial property and approximately one hundred photos were obtained detailing various violations. He stated that the carcinogens that have been used in the past by dry cleaners are on the radar of the state as dangerous. Attorney Winters also stated that this location was being watched by the Washtenaw County Environmental Health Department

CHARTER TOWNSHIP OF YPSILANTI
JULY 18, 2017 WORK SESSION MINUTES
PAGE 5

since approximately 2005. He stated that in 2015, this department inspected the site and found 160 gallons plus of PCE, or PERC waste that was located in unsecured containers. This waste is required to be disposed of in a lawful manner with a manifest filed by the disposer with the MDEQ confirming how it was disposed. Attorney Winters stated that during a third subsequent inspection by the County Environmental Health Dept., it was discovered that the business had closed. He stated the property was subsequently foreclosed on by the County. At this time it is believed that the matter of the unlawful waste was turned over to the MDEQ by the Washtenaw County Environmental Health Dept. for possible enforcement action.

Attorney Winters stated that once the business was closed, and the property foreclosed on, the Township filed its notices of violations with the County. After this, Mike Radzik was informed by Nathan Voght of the Washtenaw County Office of Community and Economic Development that a Phase I Site Assessment had been performed, which was dated May 16. That report was forwarded to Ypsilanti Township. The Phase I Site Assessment recommended a Phase II Assessment be performed which would include such tests as soil, ground water and vapor intrusion (air). Attorney Winters stated that Phase II testing could lead to further testing of the area around 923 Ecorse Rd. and possible remediation.

Attorney Winters said he had contacted Nathan Voght, of the Washtenaw County Office of Community and Economic Development to inquire about the Phase II Site Assessment. Mr. Voght stated that the request for the Phase II was going to be presented to the Washtenaw County Brownfield Redevelopment Authority for funding for the Phase II Site Assessment. Attorney Winters stated that several days later he was then informed by Nathan Voght that County Treasurer McClary had removed the request for funding from the Brownfield Redevelopment Authority's agenda because she had been advised by her attorney that she was under no legal obligation to have the testing performed. Attorney Winters states he then contacted the MDEQ, who say they will do whatever is necessary to complete the Phase II Site Assessment, and also believe that if it is warranted, they may have the authority to remove the property from the County Auction List and convey it to the Michigan Land Bank.

CHARTER TOWNSHIP OF YPSILANTI
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Attorney Winters stated that he does not know why any public official, who was aware of a potential hazardous situation to the public, and had funding available, would not do everything possible to identify and remedy the situation.

Supervisor Stumbo stated she was contacted today (July 18, 2017) by Greg Dill, Washtenaw County Administrator. Mr. Dill stated that he was meeting with Treasurer McClary and asked Supervisor Stumbo for an overview of the situation with 923 Ecorse Rd. Supervisor Stumbo states that she explained to him the Township wants the Phase II Site Assessment performed to see if there are any hazardous materials in the area.

Supervisor Stumbo asked Attorney Winters if he thought a motion by the Board asking to have 923 Ecorse Rd. removed from the County Auction List would be a good idea. Attorney Winters responded he felt that it should be worded by any means necessary to protect the health and welfare of the residents and to get it removed from the County Auction List.

Clerk Lovejoy Roe stated that she contacted Treasurer McClary after reading the Phase I Site Assessment report and reading about the open barrels, to find out what had happened. Clerk Lovejoy Roe states that she was told by Treasurer McClary that she had not read the report. Clerk Lovejoy Roe states that she told the County Treasurer that she should read the report and take steps to secure those barrels before someone was injured by them. Clerk Lovejoy Roe states that she contacted Treasurer McClary a second time by phone after learning the Treasurer had removed the request for funding for the Phase II Site Assessment from the Brownfield Redevelopment Authority's agenda. Clerk Lovejoy Roe states that she was told by Treasurer McClary that she had contacted her attorney and was under no legal obligation to have the testing performed. Clerk Lovejoy Roe stated that she asked the Treasurer to move forward with testing, but Treasurer McClary refused, stating they could discuss it at a scheduled meeting in approximately one week. Clerk Lovejoy Roe states she asked the Treasurer not to wait the extra week, but the Treasurer responded "what difference does it make". Clerk Lovejoy Roe responded that it would be longer that people are possibly exposed to toxic chemicals.

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Trustee Wilson confirmed that we still do not know the reasoning behind Treasurer McClary's decision to not have the Phase II Site Assessment performed and may not know until the next meeting. Attorney Winters responded the scheduled July 25 meeting was to talk to Treasurer McClary about removing 923 Ecorse Rd. from the auction list and had not been intended as a means to discuss with her Phase II Site Assessment Testing. Attorney Winters felt that Phase II Site testing was a given based on the results of the Phase I testing and the opinions of other Washtenaw County employees.

Trustee Ross Williams thanked Attorney Winters for making sure the Board was notified of the events that have occurred in regard to 923 Ecorse Rd. She read some information on PERC's, and that they are considered carcinogens to humans. Trustee Ross Williams states she is shocked to learn that any public official would not feel responsible to the people to fix this situation, especially given the results of the Phase I Site Assessment Testing.

Supervisor Stumbo asked if the Board was in agreement to add the following motion under Other Business, "request for approval to use any means necessary to remove Forbes Cleaners from the Washtenaw County Auction List, to have a Phase II investigation completed, to notify nearby residents, to develop a possible press release, and to do everything possible to protect the health and safety of our residents"

NEW BUSINESS

1. BUDGET AMENDMENT #10

Clerk Lovejoy Roe explained Budget Amendment #10.

Trustee Wilson asked if the one of the streetlight issues was tabled, would the budget amendment need to amended. Supervisor Stumbo stated that the budget amendment could go through because the amounts are only encumbered, funds would not be spent without Board approval.

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Attorney Winters stated that he had just received an email from Kevin Lund of the MDEQ and asked if he could share that information now. Both Supervisor Stumbo and Clerk Lovejoy Roe agreed. Attorney Winters stated that Mr. Lund communicated that the MDEQ was preparing to request access to quite a few addresses to conduct field investigations based on the situation at 923 Ecorse Rd. He also stated that the MDEQ would be requesting access to 923 Ecorse Rd.

Trustee Jarrell Roe asked if it would be appropriate for the Township to send out a communication informing residents of the investigation by the MDEQ to let them know that their local government was aware and working on the situation, as well. Attorney Winters responded that maybe that could be coordinated with the MDEQ.

Trustee Ross Williams asked about issuing a press release to insure that the residents and other people could be aware that the Board had done it's due diligence in working to fix the issue. Attorney Winters stated that he had spoken with MLive and given an interview in regard to the situation, but that the Board could still issue a press release. Trustee Ross Williams stated she hoped MLive would publish this issue, since they had covered a similar situation in Ann Arbor.

**2. REQUEST TO APPROVE FIRST AMENDMENT TO THE MASTER DEED OF
THE MANORS AT CREEKSIDE VILLAGE PORTION OF PLANNED
DEVELOPMENT #25**

Michael Radzik detailed the changes set forth in the amendment and stated that Attorney Winters had reviewed the document and it was ready to be recorded by Lombardo. Mr. Radzik said the only concern of his office was that the amendment restricts fence heights to 4ft., but Township Ordinance allows up to 6ft. Mr. Radzik said this issue was discussed with Greg Windingland, Lombardo Homes representative who stated that he was aware of the problem and that they have run into this in several of their communities. Mr. Radzik stated that the OCS will be updating their documents for issuing fence permits to state that even though the Township does allow 6 ft. fences, applicants should check with their homeowners association to see what is allowed.

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Supervisor Stumbo asked if any of the changes on the amendment affected Creekside South. David Hensel, of Lombardo Homes answered that Creekside South would not be affected by these changes.

Clerk Lovejoy Roe stated that Creekside South did not allow sheds and fences and that she did not believe that residents of Creekside South would be happy if the Manors would be allowed to have them, since it was thought both developments were supposed to be uniform. Clerk Lovejoy Roe stated she would not be comfortable moving forward with this portion of the amendment without input from Creekside South Residents.

Supervisor Stumbo asked why the change was made to add fences and sheds. Mr. Hensel stated that the Manors was looked at as a separate development from Creekside South and changes were made.

Clerk Lovejoy Roe asked would it be possible to table this until questions were answered. Supervisor Stumbo asked for attorney's opinion. Attorney Winters stated this was the master deed for the Manors at Creekside Village and these items would be enforced by their homeowners association. Supervisor Stumbo asked if the original master deed was approved with the development agreement, and Attorney Winters confirmed this was correct. Attorney Winters asked if the original master deed allowed fencing and sheds, Mr. Hensel stated he would have to review the master deed to answer the question.

Supervisor Stumbo stated she was concerned some of the included documents were attempting to re-plat Creekside South. Mr. Hensel said he did not have an answer for that question.

Clerk Lovejoy Roe gave the history of Creekside South and Manors at Creekside Village and why the developments were split for financial reasons, but that it was expected they would still remain uniform in looks.

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**3. REQUEST TO APPROVE PROFESSIONAL SERVICE RATES FOR FISCAL YEARS
2017 TO 2021 FOR FINANCIAL AUDITING PERFORMED BY PSLZ, LLP**

Clerk Lovejoy Roe stated this was for the next five years and would lock down our rates for financial auditing.

Trustee Jarrell Roe asked about the variation in rate increases over the five year period. Rana Emmons of PSLZ responded that the rates include working with Township staff throughout the year to answer questions and provide guidance and PSLZ does not bill for this. Ms. Emmons stated they do attempt to keep rates in line with increases given to staff, and new pronouncements made for accounting guidelines are absorbed in the yearly fee, as well.

Trustee Ross Williams confirmed that the rates were locked in and inquired about single audits. Ms. Emmons stated single audits had to do with federal grant money that would be received in a single year in excess of \$750,000.00 and that the Township does not typically come near that amount. If the township did exceed, we would be required by the federal government to complete a single audit in addition to our regular yearly fiscal audit.

**4. REQUEST FOR APPROVAL OF ACCESS AGREEMENT WITH THE AMERICAN
CENTER FOR MOBILITY (ACM), WILLOW RUN ARSENAL OF DEMOCRACY
LANDHOLDINGS LIMITED PARTNERSHIP (WRAD) AND YPSILANTI
TOWNSHIP FOR ACCESS TO TYLER POND FOR TESTING PURSUANT TO
THE COMPREHENSIVE DEVELOPMENT DATED NOVEMBER 4, 2016**

Supervisor Stumbo stated this was for testing of the storm water that was required for the development of ACM. This will allow access to the property for testing.

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**5. REQUEST TO APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN
THE REGENTS OF THE UNIVERSITY OF MICHIGAN ON BEHALF OF ITS
ECONOMIC GROWTH INSTITUTE DEFENSE MANUFACTURING
ASSISTANCE PROGRAM (DMAP) AND YPSILANTI TOWNSHIP**

Supervisor Stumbo stated that this is a grant that was received by the University of Michigan. She stated that Ypsilanti Township qualified due to the loss of the General Motors plant, as well as the loss of defense manufacturing companies in the area. Supervisor Stumbo stated this is a great opportunity for the Township to work with the University of Michigan. She stated this grant will be focused on strategic planning for the Township which is not something the Township has been able to do over the last eight years due to the economic downturn.

The meeting was adjourned at approximately 6:48 p.m.

Respectfully Submitted,

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JULY 18, 2017 REGULAR MEETING**

Supervisor Stumbo called the meeting to order at approximately 7:00 p.m. 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 L. Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees: Stan Eldridge, Heather Jarrell Roe, Jimmie Wilson Jr., Monica Ross-Williams

Legal Counsel: Wm. Douglas Winters

PUBLIC HEARING

**A. 7:00PM-RESOLUTION 2017-17, CREATION OF SPECIAL
ASSESSMENT DISTRICT #209 TURTLE CREEK #**
(PUBLIC HEARING SET AT THE JUNE 20, 2017 REGULAR MEETING)

Supervisor Stumbo opened the Public Hearing at 7:02 p.m.

Mrs. Graham, 1483 Nash Ave. said she was representing her husband and asked what kind of light would be installed.

Clerk Lovejoy Roe explained the light would be installed on a wood pole with a six foot arm and the light would be an LED light. She also explained the location of the light would be on State and McCartney.

Supervisor Stumbo closed the Public Hearing at 7:05 p.m.

Trustee Ross Williams asked for clarification on the location of the light.

Clerk Lovejoy Roe said the location was on the expressway side of McCartney and she would ask DTE for clarification that her understanding of the map was correct.

Supervisor Stumbo suggested the board take action on the Resolution for the Creation of the Street Light District for Turtle Creek at the next board meeting after the location was verified.

Clerk Lovejoy Roe read into the record statements from residents for the Public Hearing for Turtle Creek #2: Ceola Robinson stating she was in favor of the lighting installation at State St./McCartney. Gyon Puckett opposing the light and the special assessment district. (See Attached)

No action was taken.

**B. 7:15PM-RESOLUTION 2017-18, CREATION OF SPECIAL ASSESSMENT
DISTRICT #210 FORD LAKE VILLAGE #2-2**
(PUBLIC HEARING SET AT THE JUNE 20, 2017 REGULAR MEETING)

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Dennis Drobeck, resident at 5496 Michael Dr. asked what type of light would be installed. Clerk Lovejoy Roe stated it would be exactly like the lights in the subdivision.

Mr. Drobeck asked if the light would be LED and Clerk Lovejoy Roe said the light would be high pressure sodium. She said all the lights would be switched to LED when DTE had grants to upgrade. She said many areas were upgraded to LED lighting and eventually the entire township would be upgraded.

Mr. Drobeck asked what prompted the light request. Clerk Lovejoy Roe answered a resident requested the light. Mr. Drobeck indicated he was President of the Ford Lake Village Homeowners Association for many years until June of this year. He said there were never complaints about lights. He said signs being out and speeding were common complaints but not lights. He indicated lighting was dimmer at the proposed location but there were no known police complaints at the location. He said he did not see the Township communicating with the Association Board. He said the Association Board was not consulted about the lighting request. He said he thought it was questionable to raise taxes based on the request of one resident.

Petula Brown, resident at 5624 High Ridge questioned the location of the proposed light and asked about the 142 parcels that were in the district. Clerk Lovejoy Roe said the Assessing Department determines what district a new light would be assigned to. Ms. Brown asked about the decision making process for the board regarding street light districts. Clerk Lovejoy Roe explained the two legal processes for creating streetlight districts. She said the Ford Lake Village Association could do a survey and analyze if more lights were desired in the subdivision to provide a more comprehensive approach to adding streetlights instead of individual requests.

Greg Geider, resident at 5734 Cary Drive said he had lived in the neighborhood for over 20 years and he said he thought the proposed light was unnecessary.

Delbert Walton, resident said there were lights in the area and did not think there was the need for another light.

Clerk Lovejoy Roe said she had received a telephone call from a resident, Janet Jefferson, Farm Lane, with questions and she reported that Ms. Jefferson said she did not have a problem with adding another light. Clerk Lovejoy Roe said she had received an email from Sue Farris, a resident indicating she was opposed to the new street light because she thought the entire subdivision of 205 parcels should share in the cost of the light. (Attached)

Supervisor Stumbo closed the Public Hearing at 7:21 p.m.

A MOTION WAS MADE BY CLERK LOVEJOY ROE AND SUPPORTED BY TRUSTEE WILSON TO DENY RESOLUTION 2017-18, CREATION OF SPECIAL ASSESSMENT DISTRICT #210 FORD LAKE VILLAGE #2-2.

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Supervisor Stumbo apologized to the Ford Lake Village residents for not communicating to the Association, she assured them it would not happen again and she thanked the residents for coming out.

**WILSON YES DOE YES STUMBO YES LOVEJOY ROE YES
ROSS-WILLIAMS YES ELDRIDGE YES JARRELL ROE YES**

Motioned carried.

PUBLIC COMMENTS

John Luker, Member of Vietnam Veterans of America, Ypsilanti resident said he was at the meeting with Al Merritt, Director of Vietnam Veterans Memorial grounds maintenance and he requested Supervisor Stumbo to join him and Mr. Merritt in the front of the podium for a presentation. He read a proclamation from the Vietnam Veterans of America, Charles S. Kettles Chapter 310 that certified that the leader of the Vietnam Veterans Memorial Maintenance Team has awarded the VVA Outstanding Veterans Service Accommodation Medal to Supervisor Brenda Stumbo, Ypsilanti Township Board of Trustees for outstanding Veterans service for the care and maintenance of the memorial.

Supervisor Stumbo thanked the Veterans.

Ms. Kaiser, resident, thanked the Veterans for their service.

CONSENT AGENDA

- A. MINUTES OF THE JUNE 20, 2017 WORK SESSION AND REGULAR MEETING
- B. STATEMENTS AND CHECKS
 - 1. STATEMENTS AND CHECKS FOR JULY 4, 2017 IN THE AMOUNT OF \$1,377,768.83
 - 2. STATEMENTS AND CHECKS FOR JULY 18, 2017 IN THE AMOUNT OF \$85,965.08
 - 3. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR JUNE 2017 IN THE AMOUNT OF \$37,509.06
 - 4. CHOICE HEALTH CARE ADMIN FEE FOR MAY 2017 IN THE AMOUNT OF \$1,215.00
- C. JUNE 2017 TREASURER'S REPORT

A MOTION WAS MADE BY TREASURER DOE, SUPPORTED BY CLERK LOVEJOY ROE TO APPROVE THE CONSENT AGENDA.

Motion carried unanimously.

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ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters announced that Judge Conners had padlocked 1645 Dorothy St. He thanked all the individuals involved in securing the padlock and improving the health and safety of township residents.

He also shared an update on township efforts to schedule a public educational forum regarding opioid deaths in our community working with the Washtenaw County Health Department, the Washtenaw County Sheriff's Department and the Supervisor. He said there was an effort to include the County Board of Commissioners in the forum planning efforts in an attempt to have opioid educational forums in several locations in the county.

Supervisor Stumbo stated there was a real need for education around opioids. She said prevention education was not available on this issue.

NEW BUSINESS

1. BUDGET AMENDMENT #10

A MOTION WAS MADE BY CLERK LOVEJOY ROE AND SUPPORTED BY TRUSTEE WILSON TO APPROVE BUDGET AMENDMENT #10 WITH THE FUNDS FOR THE FORD LAKE VILLAGE STREETLIGHT REMOVED. (See Attached)

Motion carried unanimously.

2. REQUEST TO APPROVE FIRST AMENDMENT TO THE MASTER DEED OF THE MANORS AT CREEKSIDE VILLAGE PORTION OF PLANNED DEVELOPMENT #25

A MOTION WAS MADE BY TRUSTEE JARRELL ROE AND SUPPORTED BY TRUSTEE ROSS-WILLIAMS TO TABLE THE REQUEST TO APPROVE FIRST AMENDMENT TO THE MASTER DEED OF THE MANORS AT CREEKSIDE VILLAGE PORTION OF PLANNED DEVELOPMENT #25.

**JARRELL ROE YES ELDRIDGE YES ROSS-WILLIAMS YES
LOVEJOY ROE YES STUMBO YES DOE YES WILSON YES**

Motion carried unanimously.

3. REQUEST TO APPROVE PROFESSIONAL SERVICE RATES FOR FISCAL YEARS 2017 TO 2021 FOR FINANCIAL AUDITING PERFORMED BY PSLZ, LLP

A MOTION WAS MADE BY CLERK LOVEJOY ROE AND SUPPORTED BY TREASURER DOE TO APPROVE PROFESSIONAL SERVICE RATES FOR

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**FISCAL YEARS 2017 - 2021 FOR FINANCIAL AUDITING PERFORMED BY
PSLZ, LLP**

Motion carried unanimously.

- 4. REQUEST FOR APPROVAL OF ACCESS AGREEMENT WITH THE AMERICAN CENTER FOR MOBILITY (ACM), WILLOW RUN ARESENAL OF DEMOCRACY LANDHOLDINGS LIMITED PARTNERSHIP (WRAD) AND YPSILANTI TOWNSHIP FOR ACCESS TO TYLER POND FOR TESTING PURSUANT TO THE COMPREHENSIVE DEVELOPMENT AGREEMENT DATED NOVEMBER 4, 2016**

A MOTION WAS MADE BY CLERK LOVEJOY ROE AND SUPPORTED BY TREASURER DOE TO APPROVE THE ACCESS AGREEMENT WITH THE AMERICAN CENTER FOR MOBILITY (ACM), WILLOW RUN ARESENAL OF DEMOCRACY LANDHOLDINGS LIMITED PARTNERSHIP (WRAD) AND YPSILANTI TOWNSHIP FOR ACCESS TO TYLER POND FOR TESTING PURSUANT TO THE COMPREHENSIVE DEVELOPMENT AGREEMENT DATED NOVEMBER 4, 2016. (See Attached)

Motion carried unanimously.

- 5. REQUEST TO APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE REGENTS OF THE UNIVERSITY OF MICHIGAN ON BEHALF OF ITS ECONOMIC GROWTH INSTITUTE DEFENSE MANUFACTURING ASSISTANCE PROGRAM (DMAP) AND YPSILANTI TOWNSHIP**

A MOTION WAS MADE BY CLERK LOVEJOY ROE AND SUPPORTED BY TRUSTEE ROSS-WILLIAMS TO APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE REGENTS OF THE UNIVERSITY OF MICHIGAN ON BEHALF OF ITS ECONOMIC GROWTH INSTITUTE DEFENSE MANUFACTURING ASSISTANCE PROGRAM (DMAP) AND YPSILANTI TOWNSHIP (See Attached)

Trustee Jarrell Roe indicated that she had questions about the MOU, Section D-Line 3, and she reported that she had discussed with Attorney Winters the language about disclosure. Attorney Winters provided clarification regarding language in the Memorandum requiring the sharing of documents that Trustee Jarrell Roe had concerns about. Trustee Jarrell Roe said she was excited about this program and was glad the University of Michigan Regents were supporting it.

Trustee Ross-Williams indicated her support and enthusiasm about the program coming to Ypsilanti Township.

Motion carried unanimously.

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6. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE LETTER OF AGREEMENT THAT CREATES SUMMER YOUTH EMPLOYMENT OPPORTUNITIES IN THE AMOUNT OF \$25,000 BUDGETED IN LINE ITEM #266-301-000-831-005

A MOTION WAS MADE BY CLERK LOVEJOY ROE AND SUPPORTED BY TREASURER DOE TO APPROVE THE REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE LETTER OF AGREEMENT THAT CREATES SUMMER YOUTH EMPLOYMENT OPPORTUNITIES IN THE AMOUNT OF \$25,000 BUDGETED IN LINE ITEM #266-301-000-831-005. (See Attached)

Mr. Radzik indicated it was the 2nd year for the program. He explained the program was to employ Ypsilanti Township at risk youth and provide leadership training in a mentorship relationship for youth.

Trustee Wilson expressed appreciation for the program and the hiring of at risk township young people. He questioned the start date of the contract.

Mr. Radzik indicated Washtenaw County was late in sending the contract to township even though the funding was budgeted.

Trustee Ross-Williams questioned the expenditures listed on the budget.

Mr. Radzik indicated he would get a breakdown of the costs listed for clarification. He said last year all the expenditures listed were not spent.

Trustee Eldridge questioned if the youth would be assigned to all areas of the Township. Mr. Radzik indicated they would go where the township requested based on the need and complaints from residents.

Clerk Lovejoy Roe shared with the board that the Township's \$25,000 was matched by the University of Michigan providing 8 additional youth with training and leadership skills focused on increasing the ability of high risk youth to be successful.

Motion carried unanimously.

7. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO APPROVE THE NATURAL GAS SUPPLY AGREEMENT WITH CONSTELLATION FOR DISTRIBUTION OF NATURAL GAS TO ALL TOWNSHIP BUILDINGS

A MOTION WAS MADE BY CLERK LOVEJOY ROE AND SUPPORTED BY TREASURER DOE TO APPROVE THE REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO APPROVE THE NATURAL GAS SUPPLY GAS AGREEMENT WITH CONSTELLATION FOR DISTRIBUTION OF NATURAL GAS TO ALL TOWNSHIP BUILDINGS PENDING ATTORNEY REVIEW OF THE CONTRACT.

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Jeff Allen introduced Tracy Genaw from Constellation. He shared that Constellation bid on the contract to distribute gas after the merger of Mich Con and DTE. Mr. Allen said a condition of the merger required a competitor on the distribution side. He said the Township would save over 35%-38% on the distribution costs. He said the agreement would provide a guaranteed 15% reduction in the distribution rate from the current DTE rates. Mr. Allen said all the extra charges for fees by DTE were eliminated and that was where the savings were found. He said the township would still purchase gas from DTE.

Tracy Genaw, shared that she was the Regional Sales Manager with Constellation Energy for the State of Michigan.

Supervisor Stumbo asked Ms. Genaw to share the other organizations that had contracts with Constellation Energy.

Ms. Genaw indicated Constellation had agreements with the University of Michigan, City of Inkster, City of Ann Arbor and the Detroit Public Schools along with others. She said they entered an agreement with DTE in 2001 to distribute gas. She said their distribution was regulated by the Federal Trade Commission. Ms. Genaw said Constellation was able to provide discounted rates for distribution and Constellation was the only company that was allowed to distribute gas and that Constellation had been distributing under these agreements for over 16 years. She also said YCUA was a customer of Constellation.

Supervisor Stumbo asked how can rates be increased and if there was an opt out clause.

Ms. Genaw said the contract allows for opting out if the township is not satisfied at the end of the contract. She said the only time Constellation was allowed to increase rates is if DTE is allowed to increase their distribution rates by the Public Service Commission. She said that the savings percentage would still be the same. She said Constellation can only increase distribution rates when the Public Service Commission allows DTE to increase distribution rates.

Supervisor Stumbo asked about emergency situations and if residents would call Constellation. Ms. Genaw said residents would still call DTE in an emergency. Ms. Genaw said DTE still owns the lines.

Supervisor Stumbo asked about the length of the agreement and Ms. Genaw said that most organizations go with a 2-3 year agreement but it could be longer if the township wanted to lock in the rates longer.

Trustee Jarrell Roe asked where the price changes and the guaranteed savings to the township were located in the agreement. She said she did not find the language where the cost savings are guaranteed.

Ms. Genaw said the rates and increases were located in the rider and that Constellation's changes would be proportional to DTE's approved rates

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JULY 18, 2017 REGULAR MEETING MINUTES
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guaranteeing the 15% reduction in rates from DTE's distribution rates. She said the agreement allowed for an increase if DTE increased their distribution rates and she said Constellation would notify the township if there was an increase.

Trustee Ross-Williams asked if this was the same situation that was offered to residential customers where they can buy gas from a different company than DTE.

Ms. Genaw said it was somewhat the same but for the residents it was a commodity choice and for the township it was a distribution choice so it is different with Constellation.

Trustee Ross-Williams asked where the language was for the savings for the township.

Ms. Genaw said it was in all the extra fees that DTE charges and Constellation does not charge. She said Constellation guarantees a 15% reduction from DTE distribution rates but in the Township's case it results in a 35-38% savings and in some cases 46% in savings.

Clerk Lovejoy Roe asked who sets the rate for utilizing the DTE's distribution lines. Ms. Genaw said that rate was negotiated with DTE. She said the FTC oversees the rates for Constellation.

Attorney Winters said the agreement is an automatic renewal unless the township objects to it. He said it was a three year agreement that renews automatically for another 12 months unless someone objects to the renewal before the expiration of the contract.

Supervisor Stumbo said she did not know why the township would not approve the agreement since there was a \$15,000 a year savings but she would want approval of the agreement subject to the approval of the Attorney.

Trustee Eldridge asked about the indemnity clause, stating he had not seen that in township agreements before.

Attorney Winters said there was a lot of very detailed language in the contract and he would review it in detail before giving an opinion.

Trustee Ross-Williams said she was not comfortable voting for the agreement even though it was a savings to the township because she did not understand it all.

Clerk Lovejoy Roe and Treasurer Doe agreed to amend the motion adding that the contract approval was subject to Attorney review and approval.

Motion carried.

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- 8. REQUEST OF BRIAN MCCLEERY, ASSISTANT ASSESSOR FOR APPROVAL TO ENTER INTO NEGOTIATIONS TO SELL TOWNSHIP OWNED PARCELS K-11-14-403-007(1548 EMERSON AVE.), K-11-14-403-008 (1501 EMERSON AVE.), K-11-14-404-002 (2136 STATE ST.)**

A MOTION WAS MADE BY CLERK LOVEJOY ROE AND SUPPORTED BY TREASURER DOE TO APPROVE THE REQUEST OF BRIAN MCCLEERY, ASSISTANT ASSESSOR FOR APPROVAL TO ENTER INTO NEGOTIATIONS TO SELL TOWNSHIP OWNED PARCELS K-11-403-007 (1548 EMERSON AVE.), K-11-403-008 (1501 EMERSON AVE.), K-11-14-404-002 (2136 STATE ST.).

Supervisor Stumbo expressed concern that perhaps due to the ACM development the property should not be sold because it may be more valuable than was proposed.

Clerk Lovejoy Roe said the zoning only allowed for single family residential development.

Treasurer Doe said that the lots were very small and the width to length requirements of township ordinances would require all lots to be purchased and combined to even build one house.

Supervisor Stumbo said the motion was for negotiations only and would be brought back to the board for approval after an agreement was reached.

Clerk Lovejoy Roe said it appears this started with the one owner's request to purchase a lot to build a garage and while Brian was preparing this sale he decided to try and sell the other two lots in this immediate area.

Treasurer Doe said Clerk Lovejoy Roe was correct. He said he talked with Brian and there was only one request and the other lot was only 20 feet wide and the owner was already using the property and had a fence on it.

Trustee Eldridge said the lots were larger than we had approved before.

Clerk Lovejoy Roe said the lots were only 40 ft. wide and the township ordinances do not allow building on 40 ft. lots.

Trustee Ross-Williams said she thought the price was too low.

Motion denied unanimously.

Clerk Lovejoy Roe made a motion to only sale the lot to the person that made the original request.

Supervisor Stumbo indicated the motion would be out of order and Clerk Lovejoy Roe said she did not agree and said that Robert's Rule of Order did

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allow a different motion. Supervisor Stumbo requested the board wait until more information was provided.

Clerk Lovejoy Roe withdrew the motion.

9. REQUEST OF BRIAN MCCLEERY, ASSISTANT ASSESSOR FOR APPROVAL OF LETTER OF AGREEMENT FOR SALE OF PARCEL K-11-13-330-001 LOCATED ON STATE ST. TO JAMES BURNS IN THE AMOUNT OF \$800.00 PLUS CLOSING COSTS

Supervisor Stumbo said this property was of great concern in regards to appearance and cleanliness. She asked for clarification on what it means to be utilized for business purposes as outlined in Brian's memo.

Trustee Eldridge indicated that it appeared the business was already using the property.

Trustee Ross-Williams asked for clarification regarding the property location.

Clerk Lovejoy Roe explained where the property was located.

Trustee Jarrell Roe said she had no problem with considering selling this property but she said she wanted to understand how the price was determined.

Supervisor Stumbo said assessing usually does an assessment to determine the price. She said the property and the business was not maintained.

Trustee Eldridge asked if we can negotiate other language with conditions regarding the upkeep of the property as a part of the sale.

A MOTION WAS MADE BY TRUSTEE STAN ELDRIDGE AND SUPPORTED BY TREASURER DOE TO TABLE THE REQUEST OF BRIAN MCCLEERY, ASSISTANT ASSESSOR FOR APPROVAL OF LETTER OF AGREEMENT FOR SALE OF PARCEL K-11-13-330-001 LOCATED ON STATE ST. TO JAMES BURNS IN THE AMOUNT OF \$800.00 PLUS CLOSING COSTS UNTIL THE NEXT MEETING.

WILSON YES DOE YES STUMBO YES LOVEJOY ROE YES

ROSS-WILLIAMS YES ELDRIDGE YES JARRELL ROE YES

Motion carried unanimously.

10. REQUEST OF TRAVIS MCDUGALD, IS MANAGER FOR APPROVAL OF THE NSPO VALUEPOINT PARTICIPATION ADDENDUM FOR VERIZON WIRELESS

A MOTION BY TRUSTEE ELDRIDGE AND SUPPORTED BY JARRELL ROE TO APPROVE THE REQUEST OF TRAVIS MCDUGALD, IS MANAGER FOR APPROVAL OF THE NASPO VALUEPOINT PARTICIPATION ADDENDUM FOR VERIZON WIRELESS. (See Attached)

Travis McDugald, IS Director explained that Verizon has a variety of purchasing programs that Verizon bids on and has a lot of different plans. He said that Verizon indicated the best prices for plans are those purchased through a NASPO contract. He said to be able to purchase through NASPO and save money, the township must approve the addendum for the NASPO program.

Motion carried unanimously.

11. REQUEST OF TRAVIS MCDUGALD, IS MANAGER FOR APPROVAL OF THE MULTI-STATE INFORMATION SHARING AND ANALYSIS CENTER (MS-ISAC) MEMBER AGREEMENT

A MOTION WAS MADE BY CLERK LOVEJOY ROE AND SUPPORTED BY JARRELL ROE TO APPROVE THE REQUEST OF TRAVIS MCDUGALD, IS MANAGER FOR APPROVAL OF THE MULTI-STATE INFORMATION SHARING AND ANALYSIS CENTER (MS-ISAC) MEMBER AGREEMENT. (See Attached)

Travis McDugald explained that MS-ISAC was a department of Homeland Security program for information sharing regarding cyber attacks and cyber security. He said MS-ISAC offers assistance if needed. He said this agreement was for security purposes. He also said they offer information that is not readily available on cyber security and attacks.

Supervisor Stumbo thanked Mr. McDugald for his efforts in protecting township systems and Township information.

Motion carried unanimously.

12. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO PUBLICLY SELL FIVE (5) COPIERS AND TO DISPOSE OF ANY COPIERS THAT DO NOT SELL TO A LOCAL E-WASTE RECYCLER

A MOTION WAS MADE BY CLERK LOVEJOY ROE AND SUPPORTED BY TRUSTEE ELDRIDGE TO APPROVE THE REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO PUBLICLY SELL FIVE (5) COPIERS AND TO DISPOSE OF ANY COPIERS THAT DO NOT SELL TO A LOCAL E-WASTE RECYCLER.

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Motion carried unanimously.

- 13. REQUEST TO APPROVE AGREEMENT WITH DTE ENERGY FOR REMOVAL OF ELECTRICAL EQUIPMENT FROM THE LIBERTY SQUARE PROPERTY IN THE AMOUNT OF \$12,985.00 BUDGETED IN LINE ITEM #101-956-000-926-050**

A MOTION WAS MADE BY CLERK LOVEJOY ROE AND SUPPORTED BY TRUSTEE WILSON TO APPROVE THE AGREEMENT WITH DTE ENERGY FOR REMOVAL OF ELECTRICAL EQUIPMENT FROM THE LIBERTY SQUARE PROPERTY IN THE AMOUNT OF \$12,985.00 BUDGETED IN LINE ITEM #101-956-000-926-050. (See Attached)

Treasurer Doe asked if the phone equipment would also be removed.

Supervisor Stumbo indicated AT&T has already removed their property. She also said this removal would make the property more attractive and easier to mow.

Trustee Wilson asked how many properties does the Township own and how many are not owned by the Township in Liberty Square.

Treasurer Doe indicated the township did not own five of the Liberty Square properties and owns 151 parcels of the property.

Attorney Winters shared that he would be pursuing the purchase of these last five properties.

Motion carried unanimously.

- 14. REQUEST TO APPROVE L-4029 2017 TAX RATE FOR 2018 BUDGET**

A MOTION WAS MADE BY TREASURER DOE AND SUPPORTED BY CLERK LOVEJOY ROE TO APPROVE THE L-4019 TAX RATE FOR 2018 BUDGET. (See Attached)

Motion carried unanimously.

- 15. REQUEST OF KAREN WALLIN, HUMAN RESOURCES FOR APPROVAL TO CREATE AND POST AN ELECTION SPECIALIST POSITION (CLASSIFICATION #19) WITHIN THE AFSCME BARGAINING UNIT.**

Supervisor Stumbo explained this request came from Clerk Lovejoy Roe to Karen Wallin, Human Resources to create and post an election specialist position (classification #19). Supervisor Stumbo asked to discuss the issue without a motion. She said she had not read the information.

Trustee Eldridge said he was going to make a motion to table the item because he just received it but agreed to allow discussion before making a tabling motion.

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Clerk Lovejoy Roe explained the many changes that have occurred recently in both the Clerk and Treasurer Departments. She apologized for adding this item to the agenda at the last minute but said she felt it was necessary to proceed on the request for the new position and expressed hope that the board would consider voting on the position tonight. She explained the need for moving quickly due to the part time schedule of one of the full time Floater II/Clerk III employees and the current vacancy in the Clerk's Department due to the early release of one of her staff to the Treasurer's Department in an effort to support Treasurer Doe to help with the collection of taxes during the busy time. Clerk Lovejoy Roe indicated the Treasurer and Clerk's offices work together and support each other.

Clerk Lovejoy Roe explained that Karen Wallin, Human Resources immediately posted for the vacancy in the Clerk's office, once the position was awarded in the Treasurer's Department. Clerk Lovejoy Roe said it was a perfect time to restructure the Clerk's Department with the vacancy. She said she had been attempting to upgrade to this position since 2015. Clerk Lovejoy Roe explained that her goal was to have the department fully staffed before the election equipment was delivered in August which is before the next board meeting and before the training was started.

Clerk Lovejoy Roe thanked Karen Wallin, Human Resources for moving the process along quickly and for meeting with the union earlier in the day and for working on the job description and the memo for the board packet. She said the township has often analyzed structural changes when a vacancy occurs. She explained the need for restructuring the AFSCME positions in the Clerk's Department due to the loss of two employees with 20 years experience each in elections. Clerk Lovejoy Roe explained with the changes that occurred in 2015 there was a great need to restructure the office. She reported in 2015 she was left with only one staff person that was an election expert. She said it is clear that an election specialist is needed to efficiently operate and conduct elections and to provide continuity regardless of other personnel in the Clerk's Department for the longterm.

She said smaller communities have the Deputy Clerk oversee the elections. She shared that most communities of the size of our Township have at least one staff person with the sole responsibility of managing elections along with having a Deputy Clerk. She shared that if finances were different she would request to have two deputies, one over elections and one over all other Clerk Department responsibilities. She shared that would be a management position in addition to the three current AFSCME staff. She said that this was an idea that Supervisor Stumbo wanted to implement when she was Clerk.

Clerk Lovejoy Roe said the new position would provide the leadership needed in the area of elections, managing election work flow, providing direction for needed work assignments. She said the urgency was based upon the pressing demands of new election equipment and the upcoming election in November. She said the new election equipment would be here before the next meeting. Clerk Lovejoy Roe said that she was sorry for the lateness of the information regarding the new

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position but she hoped the board would understand and move forward to create the position in order to meet the time deadlines for the election and also to efficiently implement the new election equipment and get the training done.

Supervisor Stumbo said she thought this was the time to make a change in the Clerk's office but she did not like the manner in which it was done. She said in the past Clerk Lovejoy Roe had brought it to the union for a \$1.00 increase and this proposal was for a \$2.54 increase. She said she wasn't saying she disagreed with it but that she had not had the opportunity to read or discuss it.

Supervisor Stumbo said she did think there was a need to have an election leader and she said she felt it would help with consistency and she said it was needed. She said she was sorry but she said she just had not had the time to read it and discuss it not even with Human Resources. She said the day was extremely busy. She said we could call a special meeting if needed and she said she really wanted the opportunity to discuss it.

Clerk Lovejoy Roe said we could have a special meeting and shared that she originally had a request on the agenda to request authorization for Karen Wallin, Human Resources to meet with the union about the new position. Clerk Lovejoy Roe said that after she talked with Supervisor Stumbo they had agreed to request authorization to create a new position and that it made more sense to do it that way but obviously it surprised Supervisor Stumbo when it was put on the agenda. Supervisor Stumbo said it was for a dollar and that was what was discussed. She said it was a dollar when Clerk Lovejoy Roe brought to the board previously. Clerk Lovejoy Roe said it was for \$2.00 and that she had offered a compromise for \$1.00.

Supervisor Stumbo said it was her idea to change the position and to do it while there was a vacancy.

Trustee Jarrell Roe said she wanted to hear what Karen Wallin had to say about the meeting with AFSCME today and shared that she didn't know all the history because she was new like Trustees Wilson and Ross-Williams. She said what she heard was that we have limited staff in the Clerk's office and we have our new election equipment coming so if we chose to table it or not address the issue where does it leave us. She said that no matter who is playing in the different roles the question we must ask ourselves is what are we setting our township and residents up for when it comes to elections. She said her main question was what happens to our elections if we don't act on it tonight or call a special meeting about it.

Supervisor Stumbo said she offered to have a special meeting. She said she appreciated Trustee Jarrell Roe's comments but it was just placed on the agenda. She said that maybe some people have more access or more conversations. She said she has not had any.

Trustee Jarrell Roe said my first thing was the memo on my desk tonight.

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Supervisor Stumbo said she wasn't saying that Trustee Jarrell Roe had any conversations. She said maybe other people did and she said she asked Treasurer Doe and he said he didn't have any conversations. She said normally the three officials get together and discuss this at length. She said as the Supervisor she should know more.

Trustee Jarrell Roe asked if we could hear from Karen Wallin before the issue is tabled.

Supervisor Stumbo asked for Karen Wallin to tell about the temporary person she had suggested.

Karen Wallin, Human Resources said she apologized and said she did try to get an email to the Supervisor at 10:30 this morning but she reported the Supervisor had been in meetings all day. She said she had a meeting with Clerk Lovejoy Roe on Friday and told her I would go to the union. She reported she had been to the union before on this issue and she said the philosophy of the union at that time was to wait until negotiations to discuss the issue.

Ms. Wallin reported that there was a new Chief Steward and now there was a vacancy which there wasn't before when she went to the union. She reported that she felt that for these different reasons that she could go to the union on this new position.

She said she met with the Chief Steward and that he was in support of reclassifying one of the Floater II/Clerk III positions in the Clerk's Department to a position that would focus on election duties but would still have other duties to work on other things when the elections weren't going on. She said the difference was the position would not float.

Ms. Wallin said she would take the blame for the proposed wage rate and classification. She said she looked at the classifications in the AFSCME ontract and said there was not a clerical classification from #9 to #19, she said they were all maintenance classifications. She said she thought that classification #19 which was for a purchasing clerk with the special duties listed was similar to the special duties listed in the proposed new election specialist position.

She said the union is in support of creating the new position. She said the Chief Steward has worked the elections and recognizes the need for a leader of elections. She said she told the Chief Steward that she was recommending classification #19 but she said he knows that is up to the board. Ms. Wallin said that we could use the classification #9 and add a #9A with a little less wage and that would be up to the board. She asked if there was something particular Trustee Jarrell Roe wanted to discuss in regards to the meeting with AFSCME.

Trustee Jarrell Roe asked about the classifications and thanked Ms. Wallin for staying. She asked if we did create a classification #9A would that be creating a new classification in the contract.

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Ms. Wallin responded that yes it would create a new classification and she said that is why she had gone with classification #19.

Trustee Eldridge said he looked at the duties in the proposed election specialist position and asked Ms. Wallin if the duties were currently being done by someone in the Clerk's office.

Ms. Wallin said the duties were currently being done by the Clerks Department for the elections to be performed.

Trustee Eldridge asked if the duties were being done now why would you create a new position with a new wage.

Ms. Wallin said it was bringing a central person to answer specific election questions and a person that specializes in elections.

Trustee Eldridge asked if the Township has someone that is the go to person now? Ms. Wallin responded that yes the township does. Trustee Eldridge said he knew there were changes in personnel but if one person had primarily been handling elections for the 14 years he had been in the Township, and shared he had not seen the election work being distributed around, he asked what was the rationale for changing the position now.

Clerk Lovejoy Roe explained that Trustees Eldridge's understanding of how the office operated for 14 years was not correct. She explained that until 2015 there were three employees with the same amount of experience working elections, each with about 18 years of election experience. She reported the election work was evenly divided between the three staff and they worked together as a team. She said after two experienced election people left the Clerk's department in 2015 she went to the one experienced person that was left and asked her if she would step up and be the department leader for elections, and take on the responsibility of being the election leader in the department assigning the election work to her co workers and providing direction to the department in regards to all the election needs of the department. Clerk Lovejoy Roe said that the experienced employee agreed to be the election leader and had asked her to try and get her more compensation for the extra duties and the new responsibilities. The Clerk indicated she had agreed to work on a new classification and a fair wage increase for the additional duties and higher responsibilities.

Clerk Lovejoy Roe said the original agenda item she was going to bring to the board had a memo explaining all that she just shared about the new structure in the department and the new role that Angela Robinson had taken on in the Clerk's Department.

Clerk Lovejoy Roe said that the real need is to change the job description so if Angela Robinson an employee with 20 years of election experience leaves the department for whatever reason the vacancy could be filled with someone with

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election experience. She explained that the Floater II/Clerk III position that the township would be required to post, does not require election experience. She said without upgrading a position to Election Specialist the department could very easily be staffed with three AFSCME employees with no election experienced following the union contract. She explained that would require the township to hire a temporary employee with election experience most likely at \$20 to \$25 an hour for several months before an election and after an election.

She said people have advised her to not talk about Angela Robinson, that it shouldn't be about her. She said it is about Angie Robinson because she is performing the new duties and it isn't about Angie because if she leaves it guarantees an election specialist in the department. She shared that she has done some labor market research on like duties being conducted by election staff in other Clerk Departments that are similar in size to the township. She said an adjustment of \$4,000 more for the position with the increased duties and responsibilities is a fair wage.

Trustee Eldridge said that he wasn't taking a position on the agenda item but due to the complexity of the issue he did want to table the issue but would allow Trustee Ross-Williams to talk before offering a tabling motion.

Trustee Ross-Williams said that she thought she understood it but was still a bit confused and she thought the issue needed more time. She said she wasn't necessarily against the new position with the explanation by Clerk Lovejoy Roe but thought a special meeting could be called to assist Clerk Lovejoy Roe to fill the position within the 10 day time period and she said she wanted to be clear on what she was voting on.

Supervisor Stumbo said she was concerned if it was 10 years that no one in the township could qualify and you would have to hire from the outside and she questioned why would you do that as a union.

Trustee Eldridge said it would close your pool of candidates.

Clerk Lovejoy Roe said there were three employees that would qualify now.

Supervisor Stumbo said but what about after that. She said there was no testing since it wasn't a Clerk III. She said these were some of the questions about the position. She said she was disappointed it moved so quickly.

Karen Wallin, Human Resources said she was sorry.

Supervisor Stumbo said she did not think it was appropriate to add it to the agenda. She said maybe it could have been on the work session agenda.

Clerk Lovejoy Roe said she misunderstood because she said when she was going to place the issue on the board agenda, with a memo that would have been in the packet on Friday, and then when Supervisor Stumbo said to go a different way with

**CHARTER TOWNSHIP OF YPSILANTI
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the new position, she said she didn't know she was suppose to go this way and then wait.

Supervisor Stumbo said that what she said to Clerk Lovejoy Roe was that the definition of insanity is when you continue to ask for something and expect a different result. She said we have voted on this two or three times.

Clerk Lovejoy Roe said that the board has never voted on this issue.

Supervisor Stumbo said it had been before the board.

Clerk Lovejoy Roe said it has never been to the board.

**A MOTION WAS MADE BY TRUSTEE ELDRIDGE AND SUPPORTED BY
TREASURER DOE TO TABLE THE REQUEST OF KAREN WALLIN, HUMAN
RESOURCES FOR APPROVAL TO CREATE AND POST AN ELECTION SPECIALIST
POSITION (CLASSIFICATON #19) WITHIN THE AFSCME BARGAINING UNIT
UNTIL A SPECIAL MEETING CALLED BY SUPERVISOR STUMBO**

WILSON YES DOE YES STUMBO YES LOVEJOY ROE YES

ROSS-WILLIAMS YES ELDRIDGE YES JARRELL ROE YES

Motion carried unanimously.

OTHER BUSINESS

Supervisor Stumbo said that at the Work Session the board agreed to add the Forbes Cleaners Ecorse Road property issue to the agenda.

**A MOTION WAS MADE BY TRUSTEE WILSON AND SUPPORTED BY TRUSTEE
ELDRIDGE FOR AUTHORIZATION TO USE ANY MEANS NECESSARY TO
REMOVE FORBES CLEANERS FROM THE WASHTENAW COUNTY AUCTION
LIST, TO HAVE A PHASE II INVESTIGATION COMPLETED, TO NOTIFY COUNTY
COMMISSIONERS OF THE ISSUE, TO NOTIFY NEARBY RESIDENTS, TO
DEVELOP A POSSIBLE PRESS RELEASE, AND TO DO EVERYTHING POSSIBLE
TO PROTECT THE HEALTH AND SAFETY OF OUR RESIDENTS**

Motion carried unanimously.

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**A MOTION BY TRUSTEE JARRELL ROE AND SUPPORTED BY TRUSTEE ELDRIDGE TO
ADJOURN.**

Motion carried unanimously.

Meeting Adjourned at 9:00 P.M.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Zimbra**klovejoyroe@ytown.org**

Proposed installation of public lighting at State St./McCartney

From : Ceola Robinson
<MsCee628@msn.com>

Tue, Jul 18, 2017 11:35 AM

Subject : Proposed installation of public
lighting at State St./McCartney

To : klovejoyroe@ytown.org

Cc : Joann Mccollum
<joannmcclm@aol.com>, Salieta
Jenkins <churchese@comcast.net>,
Aaron Shemell
<aaron.keith.s@gmail.com>,
angelabarbash@gmail.com

I am in favor of the lighting installation at State St./McCartney as requested by the West Willow Neighborhood Association.

Sincerely,
Ceola Robinson
2010 Chevrolet St.
Ypsilanti, Mi 48198

Zimbra**klovejoyroe@ytown.org**

Re: Proposed installation of public lighting at State St./McCartney

From : SALIETA JENKINS
<churchese@comcast.net>

Wed, Jul 19, 2017 07:32 PM

Subject : Re: Proposed installation of public
lighting at State St./McCartney

To : Ceola Robinson
<MsCee628@msn.com>,
klovejoyroe@ytown.org

Cc : Joann Mccollum
<joannmccllm@aol.com>,
angelabarbash@gmail.com, Aaron
Shemell
<aaron.keith.s@gmail.com>

Reply To : SALIETA JENKINS
<churchese@comcast.net>

"And God said, Let there be light: and there was
light"

Yes, I am in favor of light installation. By all
means!

On July 18, 2017 at 11:35 AM Ceola Robinson
<MsCee628@msn.com> wrote:

I am in favor of the lighting installation at State St./McCartney as requested by
the West Willow Neighborhood Association.

Sincerely,
Ceola Robinson
2010 Chevrolet St.
Ypsilanti, Mi 48198

Zimbra**klovejoyroe@ytown.org**

Re: Proposed installation of public lighting at State St./McCartney

From : Angela Barbash
<angelabarbash@gmail.com>

Thu, Jul 20, 2017 09:58 AM

Subject : Re: Proposed installation of public
lighting at State St./McCartney

To : Karen Lovejoy Roe
<klovejoyroe@ytown.org>

Cc : Joannmccllm
<joannmccllm@aol.com>, Aaron
Keith <aaron.keith.s@gmail.com>,
SALIETA JENKINS
<churchese@comcast.net>, Ceola
Robinson <MsCee628@msn.com>

I also support lighting at that intersection for safety purposes.

Angela Barbash
angela@revalueinvesting.com
(734) 260-3095 cell

Principal, Revalue
The Purpose of Wealth
<http://revalueinvesting.com>

On Jul 20, 2017 9:42 AM, "Karen Lovejoy Roe"
<klovejoyroe@ytown.org> wrote:

Thank you Ms. Jenkins,

I will have your email of support read into the record at the next
board meeting. Thank you for taking the time to send your
comments. thanks, karen

----- Original Message -----

From: "SALIETA JENKINS" <churchese@comcast.net>

To: "Ceola Robinson" <MsCee628@msn.com>, "Karen Lovejoy Roe"

Zimbra**klovejoyroe@ytown.org**

Streetlight,please why should the 121 parcels have to foot the bill for the streetlight on state and Mcartney for what.We don't live on that corner.so why should we have to pay for something we don't use We know where we live. Why should we pay for a light to show the rift raft to enter or neiborhood????I protest it!!!!

From : Gyon puckett
<gralphp2016@gmail.com>

Fri, Jul 14, 2017 05:55 PM

Subject : Streetlight,please why should the 121 parcels have to foot the bill for the streetlight on state and Mcartney for what.We don't live on that corner.so why should we have to pay for something we don't use We know where we live. Why should we pay for a light to show the rift raft to enter or neiborhood????I protest it!!!!

To : klovejoyroe@ytown.org

Zimbra**klovejoyroe@ytown.org**

Re: Streetlight,please why should the 121 parcels have to foot the bill for the streetlight on state and Mcartney for what.We don't live on that corner.so why should we have to pay for something we don't use We know where we live. Why should we pay for a light to show the rift raft to enter or neiborhood????I protest it!!!!

From : Karen Lovejoy Roe
<klovejoyroe@ytown.org>

Mon, Jul 17, 2017 06:04 PM

Subject : Re: Streetlight,please why should the 121 parcels have to foot the bill for the streetlight on state and Mcartney for what.We don't live on that corner.so why should we have to pay for something we don't use We know where we live. Why should we pay for a light to show the rift raft to enter or neiborhood????I protest it!!!!

To : Gyon pucket
<gralphp2016@gmail.com>

Cc : Lisa Garrett <l Garrett@ytown.org>

Hello,

Thank you for your comment. I will read it into the record at the public hearing tomorrow evening. Please provide your address for the record. Thank you, Karen

----- Original Message -----

From: "Gyon pucket" <gralphp2016@gmail.com>

To: "Karen Lovejoy Roe" <klovejoyroe@ytown.org>

Sent: Friday, July 14, 2017 5:55:52 PM

Subject: Streetlight,please why should the 121 parcels have to foot the bill for the streetlight on state and Mcartney for what.We don't live on that corner.so why should we have to pay for something we don't use We know where we live. Why should we pay for a light to

Zimbra**klovejoyroe@ytown.org**

Re: Streetlight,please why should the 121 parcels have to foot the bill for the streetlight on state and Mcartney for what.We don't live on that corner.so why should we have to pay for something we don't use We know where we live. Why should we pay for a light to show the rift raft to enter or neighborhood????I protest it!!!!

From : Karen Lovejoy Roe
<klovejoyroe@ytown.org>

Mon, Jul 17, 2017 06:08 PM

Subject : Re: Streetlight,please why should the 121 parcels have to foot the bill for the streetlight on state and Mcartney for what.We don't live on that corner.so why should we have to pay for something we don't use We know where we live. Why should we pay for a light to show the rift raft to enter or neighborhood????I protest it!!!!

To : Gyon pucket
<gralphp2016@gmail.com>

Cc : Lisa Garrett <l Garrett@ytown.org>,
Karen Lovejoy Roe
<klovejoyroe@ytown.org>

Hello,

I should explain the process. It is a legal process controlled by state law. The district was already created years ago that pays for all the lights on all the streets for the 121 parcels. To add a light in the district we must get a cost, mail cost to all property owners and then have a public hearing. At the hearing the township board will hear from property owners regarding support or opposition to amending the district and adding the new light. After the hearing the board will either vote for or against adding the additional light. If the board votes against adding

**CHARTER TOWNSHIP OF YPSILANTI
2017 BUDGET AMENDMENT #10**

July 18, 2017

101 - GENERAL OPERATIONS FUND

Total Increase \$6,559.00

Request to increase budget for PTO payout request over the budgeted 32 hours, an additional 40 hours to be paid at 75%. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$753.00
		Net Revenues	<u><u>\$753.00</u></u>
Expenditures:	Salaries pay out -PTO	101-201-000-708.004	\$700.00
	FICA	101-201-000-715.000	\$53.00
		Net Expenditures	<u><u>\$753.00</u></u>

Budget for DTE to install an 2 streetlights, one at the intersection of McCartney Avenue & State Street and one at the intersection of Cary Drive & Farm Lane. These streetlights will eventually be placed on the special assessment tax roll for reimbursement back to the general fund, but for now it will be fund by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$5,806.00
		Net Revenues	<u><u>\$5,806.00</u></u>
Expenditures:	Street Light - Construction/Conversion	101-956-000-926.050	\$5,806.00
		Net Expenditures	<u><u>\$5,806.00</u></u>

Motion to Amend the 2017 Budget (#10):

Move to increase the General Fund budget by \$6,559 to \$9,496,320 and approve the department line item changes as outlined.

AMERICAN CENTER FOR MOBILITY
801 Kirk Profit Drive
Ypsilanti, MI 48198

July 13, 2017

Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197
Attention: Township Supervisor

RE: Comprehensive Development Agreement dated November 4, 2016 ("CDA"), by and among the Charter Township of Ypsilanti ("Township"), American Center for Mobility ("ACM"), and Willow Run Arsenal of Democracy Landholdings Limited Partnership ("WRAD"); and
Memorandum of Understanding dated November 4, 2016 (the "MOU"), by and among WRAD, ACM and Washtenaw County Water Resources Commissioner

Ladies and Gentlemen:

As you know, the MOU requires storm water sampling and laboratory analysis of storm water discharge points in and around Tyler Pond as well as monitoring and related activities as provided therein (collectively, the "Testing"). As such, WRAD and ACM require access to Tyler Pond in order to perform the Testing. This letter will confirm our agreement regarding WRAD and ACM's access to Tyler Pond for the Testing. In furtherance of the CDA, the Township is willing to grant, and hereby grants, to WRAD, ACM and each of their respective agents, employees, consultants and contractors the right to enter and access Tyler Pond for purposes of performing the Testing. Any such party entering and accessing Tyler Pond pursuant to this authorization (i) shall be responsible for any damage or injury that such party causes as a direct result of such entry and (ii) shall be required to carry customary commercial general liability insurance.

This letter shall be governed by the substantive laws of the State of Michigan. This letter shall benefit and bind the parties hereto and each of their respective successors and assigns. This letter may be executed and delivered in counterparts, and a copy of any party's signature hereon will be considered the equivalent of its original signature.

Please confirm your agreement by signing this letter below. Thank you.

AMERICAN CENTER FOR MOBILITY,
a Michigan non-profit corporation

By: _____
John Maddox, President and CEO

WILLOW RUN ARSENAL OF DEMOCRACY
LANDHOLDINGS LIMITED PARTNERSHIP,
a Michigan limited partnership

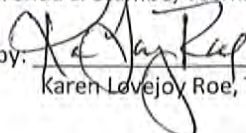
By: Willow Run Land Management Services,
Its General Partner

By: _____
Charles A. Fiedler, President

Accepted and Agreed:

CHARTER TOWNSHIP OF YPSILANTI,
a Michigan municipal corporation

By: 
Brenda L. Stumbo, Township Supervisor 7-19-17

And by: 
Karen Lovejoy Roe, Township Clerk 7-19-17

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
Regents of the University of Michigan
on behalf of its
Economic Growth Institute
Defense Manufacturing Assistance Program (DMAP)
AND
Ypsilanti Township**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is hereby made and entered into by the Regents of the University of Michigan, on behalf of the Defense Manufacturing Assistance Program, hereinafter referred to as DMAP, and Ypsilanti Township, hereinafter referred to as Ypsilanti Township.

A. PURPOSE:

The purpose of this MOU is to establish a functional relationship and interaction between the parties as it relates to the identification, funding, implementation, monitoring, and completion of a qualified local defense adjustment project.

B. STATEMENT OF BENEFIT AND INTERESTS:

DMAP is interested in assisting communities that serve residents/constituents who have been adversely affected by defense industry downsizing and reductions.

DMAP will work with the aforementioned community to review the relevant plans, identify potential defense adjustment and/or economic development projects, conduct a focus group process if necessary, and assist project implementation, oversight and monitoring.

DMAP will work with the community to provide funds available to be used directly for the selected defense adjustment project(s).

C. DMAP SHALL:

1. Work with Brenda Stumbo, or designee from Ypsilanti Township to identify defense adjustment or economic development projects based on an introductory meeting/conference call.
2. Set a schedule with achievable milestones for project funding, implementation, reporting, and completion.
3. Provide assistance with Requests for Proposal (RFP) and other planning and support as it relates to selected project (selecting contractor / consultant with the community), as needed.

D. Ypsilanti Township SHALL:

1. Commit to an introductory meeting/conference call with the DMAP Project Manager.
2. Provide a list of organization management, board members, elected officials, key stakeholders and individual contact information as requested.
3. Provide information related to the project including but not limited to: strategic plans, relevant reports or studies, and other information as requested.
4. Commit to work with the DMAP Project Manager in the collection of information, and be available to the DMAP Project Manager as questions arise during the project process.
5. Complete required monthly progress reports and final project report.

E. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. TIMELINE. While this process should be complete within 8 months, it is incumbent upon Ypsilanti Township to participate fully in the project planning and implementation process, and be as responsive as possible to the DMAP Project Manager.
2. TERMINATION. Either party to this MOU may terminate this understanding by providing Thirty (30) days prior written notice to the other party.
3. PRINCIPAL CONTACTS. The principal contacts for this arrangement are:

DMAP Principal Investigator

Name: Lawrence A. Molnar

Phone: 734-998-6239

FAX: 734-998-6202

E-Mail: kallen@umich.edu

Community Representative

Name: Brenda Stumbo,
Ypsilanti Township

Phone: 734-481-0617

FAX:


E-Mail: bstumbo@ytown.org

4. COMMENCEMENT/EXPIRATION DATE. This instrument is effective as of the date of the last signature through May 31, 2018 at which time it will expire unless extended.

SIGNED:

The Regents of the
University of Michigan

Date


(community representative)
Brenda L. Stumbo/Karen Covey Rose
July 19, 2017

Date



WASHTENAW COUNTY OFFICE OF THE SHERIFF



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

JERRY L. CLAYTON
SHERIFF

MARK A. PTASZEK
UNDERSHERIFF

June 14, 2017

Brenda Stumbo, Township Supervisor
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197

Dear Township Supervisor Stumbo:

Washtenaw County, the Washtenaw County Sheriff's Office and Ypsilanti Township mutually wish to enter into a Letter of Agreement for the purpose of facilitating a Community Beautification Program that employs area youth for the 2017 summer season. This Letter of Agreement will become attached as an exhibit to the existing Police Services contract which term currently runs through December 31, 2017. All other terms and conditions remain the same as in the original and amended contract.

If this Letter of Agreement is agreeable to you, please sign and return all copies of this letter. You will receive an executed copy of this letter upon completion.

Accordingly, this Letter of Agreement is attached as an exhibit to the Service Contract between Washtenaw County and the Charter Township of Ypsilanti dated January 1, 2012 as follows:

YPSILANTI TOWNSHIP COMMUNITY BEAUTIFICATION PROGRAM

Purpose

The Charter Township of Ypsilanti wishes to enhance its ability to provide community beautification services and, at the same time, participate in an organized youth employment effort in the greater Ypsilanti area. The availability of local youth employment opportunities has been identified as an important factor in curbing the incidence of youth crime and violence. The Township and the Sheriff's Office are committed to addressing this issue through proactive means as part of a Total Policing philosophy. To that end, this program meets an identified need to help reduce youth crime and violence while also providing services to improve the value and appearance of the Township and enhance its economic development efforts.

Scope of Services

- A. The Sheriff agrees to hire eligible individuals to perform Community Beautification work within Township jurisdiction coordinated through the MI Works youth employment initiative. The parties prefer to employ Township youth to the extent possible.
- B. The Sheriff agrees to provide supervision, equipment and supplies necessary to deliver services safely and effectively.
- C. The Township agrees to reimburse the Sheriff for the cost of providing these services, including, but not limited to, wages paid to eligible youth, supervision, equipment and supplies as agreed upon by the parties.
- D. Community Beautification services shall include:

Public Safety – Emergency Preparedness – Quality Service – Strong Communities



WASHTENAW COUNTY OFFICE OF THE SHERIFF



JERRY L. CLAYTON
SHERIFF

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

MARK A. PTASZEK
UNDERSHERIFF

- 1) Trash pickup on public roadways and other public property
 - i. high visibility primary and secondary roads
 - ii. neighborhood streets
 - iii. AAATA bus stops
 - iv. Township parks
 - v. Township buildings and grounds
- 2) Gardening type activities including but not limited to pulling weeds and planting flowers at Township owned parks and facilities
- 3) Painting and other general maintenance at Township owned parks and facilities
- 4) Any other activities mutually agreed upon by the parties

Term of Agreement

The term of this agreement is 11 weeks to commence in June 2017. The term may be adjusted by mutual agreement of the Sheriff's Office and the Township.

Estimated Operating Budget

• 1 Supervisor @ \$20/hour with 10% fringe	\$4,840
• 8 Youth Employees @ \$9/hour with 10% fringe	\$17,424
• 2 T-shirts/youth; 2 polo shirts for Supervisor	\$320
• 9 Reflective vests \$15 each	\$135
• Trash bags / <i>Supplies</i>	\$2,000
• Roadside Signs & vehicle magnets	\$1,000

Total estimated cost: \$25,719

Additional expenses shall be mutually agreed upon in advance as necessary.

ATTEST:

WASHTENAW COUNTY

Lawrence Kestenbaum (DATE)
County Clerk/Register

Gregory Dill (DATE)
County Administrator

APPROVED FOR CONTENT:

Charter Township of Ypsilanti

Jerry L. Clayton (DATE)
Sheriff

Accepted by *Brenda L. Stumbo*
Brenda L. Stumbo (DATE)
Township Supervisor *July 19, 2017*

Accepted by *Karen Lovejoy Roe*
Karen Lovejoy Roe (DATE)
Township Clerk *July 19, 2017*

PARTICIPATING ADDENDUM
NASPO ValuePoint (formerly known as WSCA)
WIRELESS SERVICES 2012-2019
Administered by the State of Nevada (hereinafter “Lead State”)

MASTER PRICE AGREEMENT
Cellco Partnership d/b/a Verizon Wireless
Contract Number: 1907
(hereinafter “Contractor”)

And

Participating Entity Name: **CHARTER TOWNSHIP OF YPSILANTI**
(hereinafter “Participating Entity”)

1. Scope: Verizon Wireless (“Contractor”) and the State of Nevada, for itself and on behalf of the NASPO ValuePoint (“NASPO ValuePoint, also formerly known as “WSCA” and/or “Customer”), have entered into a Master Service Agreement #1907 (“Contract”) with an effective date beginning on April 10, 2012. This addendum covers the WIRELESS SERVICES for use by state agencies and other eligible entities authorized by that state’s statutes to utilize **state/entity** contracts.

2. Participation: Use of specific **NASPO ValuePoint** cooperative contracts by agencies, political subdivisions and other entities (including cooperatives and non-profits) authorized by an individual state’s statutes to use **state/entity** contracts are subject to the acknowledgement of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Pursuant to NASPO ValuePoint rules and policies, entities in those states without a State PA to the Master Contract are eligible to participate in this contract, to the extent permitted by their state and local procurement laws and regulations.

INDIVIDUAL CUSTOMER: Each State agency, political subdivision or other entity acting as a Participating Entity, that purchases products/services will be treated as if it was an Individual Customer. Except to the extent modified by this Participating Addendum, each agency, political subdivision or other entity will be responsible for compliance with the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency, political subdivision or other entity will be responsible for its own charges, fees, and liabilities. Each agency, political subdivision or other entity will have the same rights to any indemnity or to recover any costs allowed in the contract for its purchases. The Contractor will apply the charges to each Participating Entity individually.

The Individual Customer agrees to the terms and conditions of the Contract including the disclosure of limited account information as part of the contractual reporting requirements to NASPO ValuePoint and/or the Participating Entity for purposes of monitoring the contract and calculating the administrative fees. .

3. Intentionally Omitted.

4. Lease Agreements: NONE

5. Primary Contacts: The primary contact individual for this participating addendum are as follows (or their named successors):

Lead State

Lead State Name	State of Nevada
Contact	Teri Becker, Purchasing Officer
Street Address	515 E. Musser St, Suite 300
City, State, & Zip	Carson City, NV 89701
Telephone	775-684-0178
E-mail	tbecker@admin.nv.gov

Contractor

Contractor Name	Cellco Partnership d/b/a Verizon Wireless
Contact	Doug Robertson, Senior Manager- Contract Management
Street Address	15505 Sand Canyon Ave, Attn: Doug Robertson
City, State, & Zip	Irvine, CA 92618
Telephone	(949) 246-8700
E-mail	Doug.Robertson@vzw.com

Participating Entity

Participating Entity Name	CHARTER TOWNSHIP OF YPSILANTI
Contact	Click here to enter text.
Street Address	Click here to enter text.
City, State, & Zip	Click here to enter text.
Telephone	Click here to enter text.
E-mail	Click here to enter text.

6. Subcontractors: NONE

7. Purchase Order Instructions:

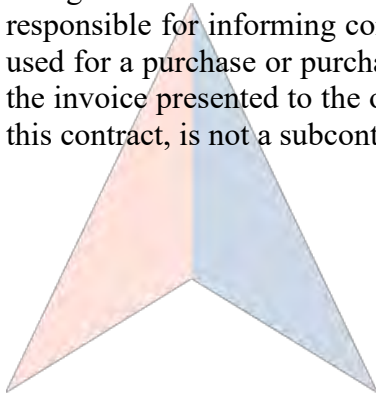
All Purchasing Entities issuing valid Purchase Orders will be bound by the terms and conditions of the NASPO ValuePoint Master Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment provided. The parties acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the NASPO ValuePoint Master Agreement.

8. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: [N/A] and the Lead State price agreement number: 1907

This Participating Addendum and the Master Price Agreement number 1907 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

9. Compliance with reporting requirements of the “American Recovery and Reinvestment Act of 2009” (“ARRA”): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol. 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.



NASPO
ValuePoint

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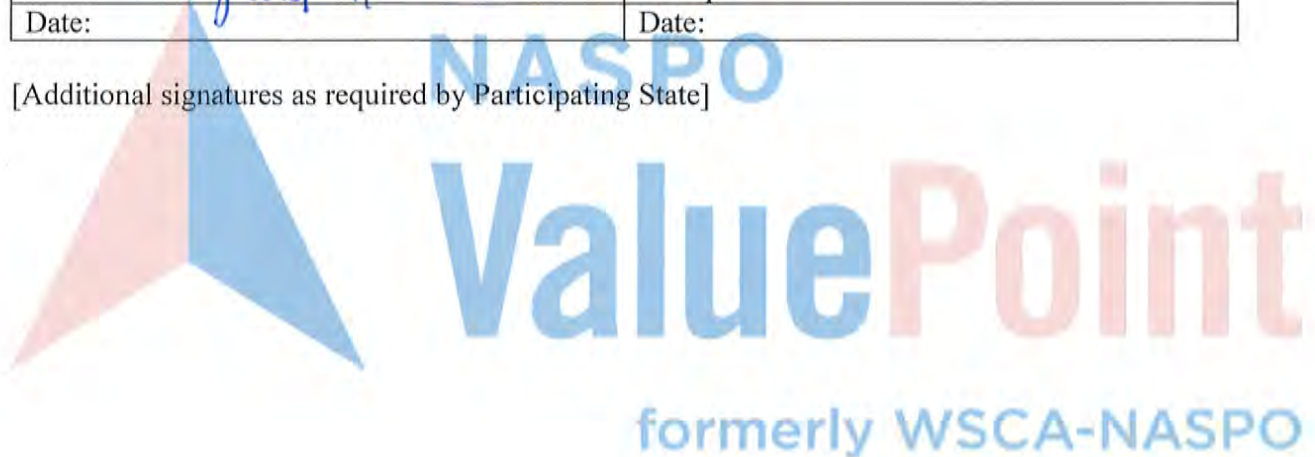
formerly WSCA-NASPO

The undersigned represents and warrants that he/she has the power and authority to execute this PA, bind the respective Participating Entity, and that the execution and performance of this PA has been duly authorized by all necessary parties

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: CHARTER TOWNSHIP OF YPSILANTI <i>Brenda L. Stumbo</i>	Contractor: Cellco Partnership d/b/a Verizon Wireless
Authorized Signature: <i>Brenda L. Stumbo</i>	Authorized Signature: <i>Karen Lovjoy Roe</i>
Name: <i>Supervisor</i>	Name: Todd Loccisano
Title: <i>Supervisor</i>	Title: Executive Director, Enterprise and Government Contracts
Date: <i>July 19, 2017</i>	Date:

[Additional signatures as required by Participating State]





MULTI-STATE Information Sharing & Analysis Center™

The Multi-State Information Sharing and Analysis Center (MS-ISAC) is a voluntary and collaborative effort designated by the Department of Homeland Security as the key resource for cyber threat prevention, protection, response and recovery for the nation's State, Local, Tribal and Territorial governments.

**Multi-State Information Sharing and Analysis Center
31 Tech Valley Drive
East Greenbush, NY 12061
info@msisac.org
soc@msisac.org
518-266-3460**

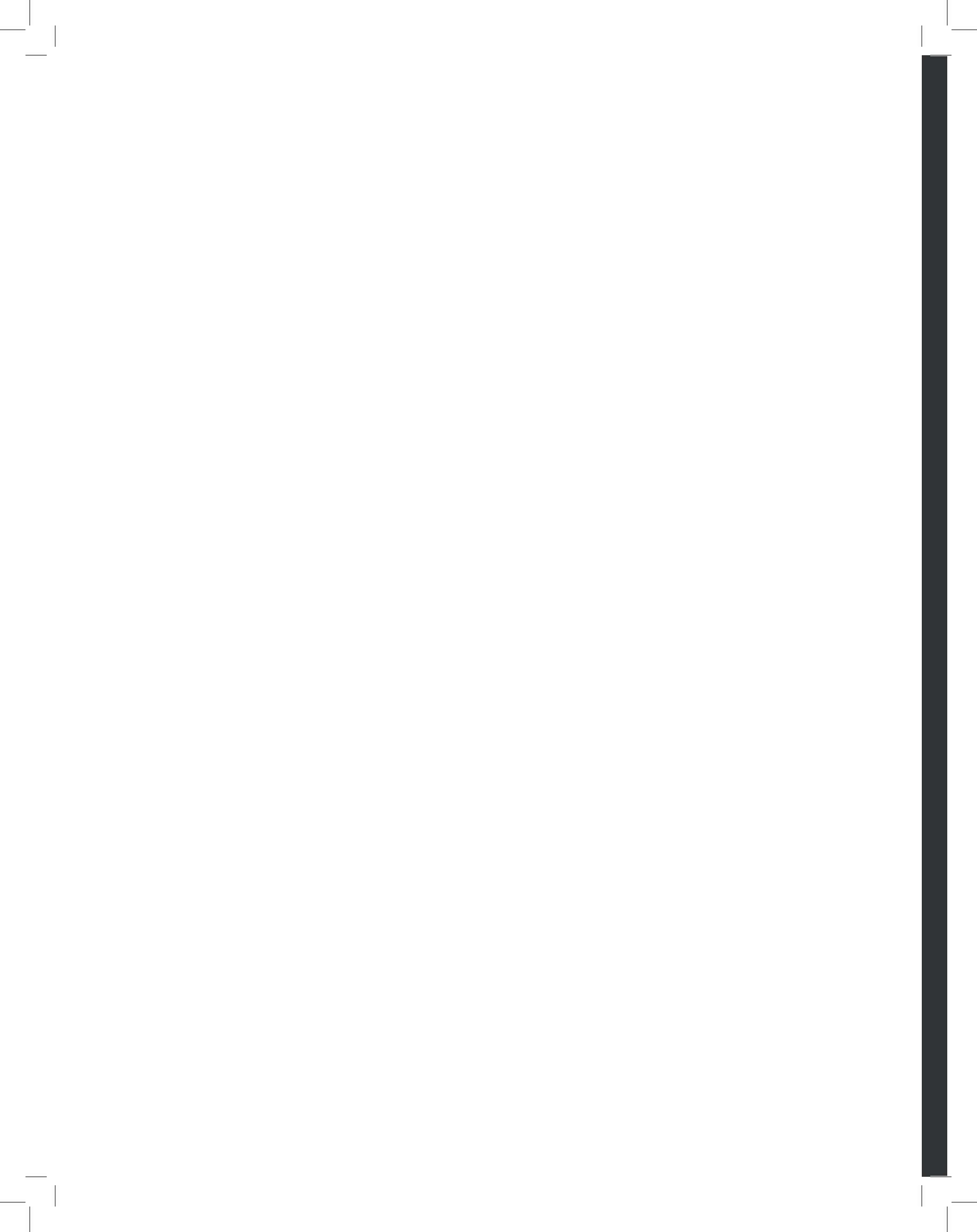


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The Multi-State Information Sharing and Analysis Center (MS-ISAC)

What We Offer

The MS-ISAC provides **real-time network monitoring**, threat analysis, and early warning notifications through our 24x7 cybersecurity operations center.

The U.S. Department of Homeland Security has designated the MS-ISAC as its **key cybersecurity resource** for State, Local, Tribal and Territorial governments, including chief information security officers, homeland security advisors and fusion centers.

We perform **incident response and remediation** through our team of security experts.

The MS-ISAC conducts **training sessions and webinars** across a broad array of cybersecurity related topics.

We continually develop and distribute **strategic, tactical and operational intelligence** to provide timely, actionable information to our members.

We provide **cybersecurity resources** for the public, including daily tips, monthly newsletters, guides and more.

Who We Serve

CISOs, CIOs, and other security professionals from:

- U.S. State, Local, Tribal and Territorial Governments
- U.S. State/Territory Homeland Security Advisors
- State and Local Government Fusion Centers and Local Law Enforcement Entities

How We Do Business

- We cultivate a **collaborative environment** for information sharing.
- We focus on **readiness and response**, especially where the cyber and physical domains meet.
- We facilitate **partnerships** between the public and private sectors.
- We focus on **excellence** to develop industry-leading, cost-effective cybersecurity resources.
- **Collectively we achieve much more** than we can individually.

“All services performed by the MS-ISAC were not only prompt, but professional and efficient. Communication was handled very well, and the report was fantastic.”
- MS-ISAC Member

MS-ISAC Membership Overview

The Multi-State Information Sharing and Analysis Center (MS-ISAC), is part of the nonprofit Center for Internet Security (CIS). The MS-ISAC is a voluntary community focused on improving cybersecurity for State, Local, Tribal and Territorial (SLTT) governments. The MS-ISAC started in 2004. Since then, we have built and nurtured an environment of collaboration and information sharing. The U.S. Department of Homeland Security (DHS) has designated the MS-ISAC as its key cybersecurity resource for State, Local Tribal and Territorial governments, including chief information security officers, homeland security advisors and fusion centers.

There is **no cost to join the MS-ISAC**, and **membership is open to all SLTT government entities**. The only requirement is the completion of a membership agreement, which outlines member's responsibilities to protect information that is shared.

MS-ISAC Member Responsibilities

In order to maintain the MS-ISAC's trusted, collaborative environment, each member understands that the following principles of conduct will guide their actions. Each member agrees to:

- share appropriate information between and among the members to the greatest extent possible;
- recognize the sensitivity and confidentiality of the information shared and received;
- take all necessary steps to protect confidential information;
- transmit sensitive data to other members only through the use of agreed-upon secure methods; and
- take all appropriate steps to help protect our critical infrastructure.

Members are also asked to share their **public-facing IP ranges** and **domain space** with the MS-ISAC to facilitate efficient and effective discovery and notification of system compromises.

“We so appreciate all that you have done to help! I can't tell you how much it helped to know that you were with us through this (incident).”

- MS-ISAC Member

“I can honestly say that your organization has made an immediate impact in our overall security readiness. Thank you.” - MS-ISAC Member

The MS-ISAC Security Operations Center

What is the MS-ISAC SOC?

The MS-ISAC operates the Security Operations Center (SOC), a 24x7 joint security operations and analytical unit that monitors, analyzes and responds to cyber incidents targeting U.S. State, Local, Tribal, and Territorial (SLTT) government entities.

Core Services of the MS-ISAC SOC:

The SOC provides real-time network monitoring, early cyber threat warnings and advisories, and vulnerability identification and mitigation.

The MS-ISAC SOC Core Services:

- **Cyber Vulnerability & Threat Research:** Analysts monitor federal government, third party, and open sources to identify, analyze and then distribute pertinent information.
- **Compromised System Notifications:** Provided to members in the event of a potential compromise identified based on the MS-ISAC's unique awareness of the threat landscape.
- **Cyber Security Exercises:** The MS-ISAC participates in federally sponsored cyber security exercises and acts as a voice for SLTT governments in planning meetings.
- **Monitoring Services:** We currently provide monitoring services for 60+ SLTT government entities through a variety of security devices. (See pages 8 & 17)
- **Soltra Edge:** Soltra Edge is a platform that utilizes STIX and TAXII in order to automate cybersecurity threat intelligence sharing. Leveraging these standards enables users to send and receive threat information from machine to machine. We currently maintain an Internet facing instance of Soltra Edge available to our MS-ISAC members.
- **Fee Based Services:** The MS-ISAC offers a variety of fee based services for SLTT government entities to take advantage of. (See pages 17-19)

Additional Services Include:

The Computer Emergency Response Team (**CERT**) provides malware analysis, computer and network forensics, malicious code analysis, and mitigation recommendations.

The **Intel** Analysis unit takes known information about situations and entities and makes forward-leaning assessments regarding the cyber trends, actors, tactics, techniques, and procedures (TTPs).

The **Partner Liaison** group includes MS-ISAC employees located at the National Cybersecurity and Communications Integration Center (NCCIC) in Arlington, V.A. The NCCIC is a 24x7 cyber situational awareness, incident response, and management center that is a national nexus of cyber and communications integration for the Federal Government, intelligence community, and law enforcement.

“We appreciated the time the MS-ISAC CERT provided to us to validate our findings and provide valuable insight on opportunities for future improvement. The states are very blessed to have access to the talents of the MS-ISAC CERT in times of crisis.” - MS-ISAC Member

Reporting an Incident and Requesting Assistance

Members are encouraged to report incidents, even if they are not requesting direct assistance, to improve situational awareness to benefit all members. Types of incidents to report include the following:

- Changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent
- Compromised password(s)
- Execution of malware, such as viruses, trojans, worms or botnet activity
- Defacement of a government web page
- Disruption or attempted denial of service (DoS)
- Unauthorized access to information
- Unauthorized use of a system for transmitting, processing or storing data
- Unauthorized use of system privileges

To report an incident, please contact the MS-ISAC SOC for 24x7 assistance:

Phone: 1-866-787-4722

Email: soc@msisac.org

If the incident you are reporting requires direct assistance, the Computer Emergency Response Team (CERT), a unit comprised of highly trained staff, are able to assist you with a cybersecurity incident at no cost.

Our incident response experts can assist with the following:

- Emergency conference calls
- Forensic analysis
- Log analysis
- Mitigation recommendations
- Reverse engineering
- Verbal report 24 hours following the reported incident
- Written report 1 week following the close of the incident

“I will continue to leverage this expert and valuable service as long as it exists. The MS-ISAC CERT was once again very efficient and provided a robust root cause analysis in a timely fashion.” - MS-ISAC Member

**“Thank you for providing this invaluable service!”
- MS-ISAC Member**

Network Monitoring and Analysis Services

The MS-ISAC offers a network monitoring service known as Albert. The Albert service consists of an IDS sensor placed on an organization's network—typically inside the perimeter firewall and Internet connection—that collects network data and sends it to the MS-ISAC for analysis. Based on the MS-ISAC's vast repository of indicators of compromise, we are able to identify malicious activity and alert the organization.

This service is committed to building and maintaining the most comprehensive set of detection rules and signatures impacting SLTT entities.

Why is the Albert Service Unique?

- Government-specific focus and tailoring to SLTT governments' cybersecurity needs
- Correlation of data from multiple public and private partners;
 - Historical log analysis performed on all logs collected for specific threats reported by partners and/or trusted third parties.
 - When a major new threat is identified, the MS-ISAC will search logs for prior activity. (Traditional monitoring services only alert going forward, from the date a signature is in place. There is no "look behind" to assess what activity may have already occurred.)
- Statistical analysis of traffic patterns to areas of the world known for being major cyber threats. If abnormal traffic patterns are detected, analysts review the traffic to determine the cause, looking for malicious traffic that is not detected by signatures.
- Signatures from forensic analysis of hundreds of SLTT cyber incidents are added to the signature repository.
- Integration of research on threats specific to SLTTs, including nation-state attacks.
- MS-ISAC staff are deployed at the National Cybersecurity and Communications Integration Center (NCCIC) in Arlington, V.A. This staffing structure facilitates valuable real-time information sharing with federal partners and critical infrastructure sectors.
- Experienced cybersecurity analysts review each cybersecurity event, which results in minimizing the number of false-positive notifications. This system allows first responders to focus on actionable events.
- Availability of an Incident Response Team for forensic and malware analysis which is part of the no cost MS-ISAC membership.
- Cost effective solution that is significantly less expensive than the purchase and maintenance of a typical commercial IDS/IPS solution. (See Page 17)

In addition to the Albert monitoring service, we also have the ability to monitor traditional network security devices such as firewalls, IDS/IPS, web proxies, and host based intrusion detection devices. This monitoring is accomplished with our Managed Security Services (MSS) offering in partnership with a third party provider. All events generated by MSS are evaluated by our SOC analysts and escalated to the affected entity. (See Page 17)

Malicious Code Analysis Platform

The Malicious Code Analysis Platform (MCAP) is a web-based service that enables members to submit suspicious files, including executables, dlls, documents, quarantine files and archives for analysis in a controlled and non-public fashion. Additionally, the platform enables users to perform threat analysis based on domain, IP address, URL, HASH, and various IOCs.

This platform allows users to obtain the results from analysis, behavioral characteristics and additional detailed information that enables them to remediate the incident in a timely manner. This communication with our members provides the MS-ISAC with the situational awareness needed to assess the malware threat characteristics facing our SLTT government entities on a national level.

This platform is available to all members free of charge. To register for an account, send an email to mcap@msisac.org using the following format:

Subject Line: "MCAP - Account Request"

Body for the Email:

- First Name
- Last Name
- Name of State, Local, Tribal or Territorial government entity
- Email Address (must be affiliated with an MS-ISAC member)

Vulnerability Management Program

The Vulnerability Management Program alerts our membership on a monthly basis about out of date software that could potentially be a threat to your assets. A scripted GET request is sent to each of the over 24,000 SLTT domains we maintain to pull data on versioning information related to each domain.

What Data Are We Collecting?

- Server Type and Version (IIS, Apache, Nginx, etc.)
- Web Programming Language and Version (PHP, ASP, etc.)
- Content Management System and Version (WordPress, Joomla, Drupal, etc.)

Following the analysis and review of the information returned, data will be broken out into two categories: vulnerable and not vulnerable systems. If the system is located in the 'vulnerable' file, an associated portion of that system is not up to date. Conversely, if the system is located in the 'not vulnerable' file, the system's patch level is up to date. Systems identified as vulnerable include the CVE score and a link to the CVE.

Members should use this monthly notification to conduct further internal analysis to ensure that Internet facing systems are patched and running the most up to date software.

For questions regarding the domains that the MS-ISAC has on file for your organization, please contact info@msisac.org. Domain listings can be edited at any point in time during your membership.

Cyber Threat Informational & Analytical Products

- **Cyber Advisories:** Cyber Advisories are short and timely emails containing technical information regarding vulnerabilities in software.
- **Cyber Alerts:** Cyber Alerts are extremely short and timely non-technical emails containing information on a specific cyber incident or threat.
- **Cyber Intel Advisories:** Cyber Intel Advisories provide detailed information and warning notices with limited analysis. Recipients are invited to attach their own seals/shields and republish the document as a joint shield paper.
- **Cyber Threat Briefings:** The MS-ISAC SOC provides cyber threat briefings based on our expertise of the cyber threat landscape and incidents targeting SLTT governments.
- **Desk References:** Desk references provide in-depth information and intelligence analysis on specific topics, such as active hacktivist groups and the most common malware, frauds and scams.
- **Intel Bytes:** Intel Bytes are brief analytical summaries on timely local or world events or significant threats, and provide analytical intelligence.
- **Intel Papers:** Intel Papers provide in-depth analysis and detailed information regarding the background, history, tools, techniques, and/or procedures on a particular topic. They provide our members with a deeper level of understanding.
- **Joint Papers:** The MS-ISAC coordinates with federal and SLTT governments, fusion centers and other agencies to produce joint analytical papers on a variety of topics.
- **HSA Update:** A newsletter produced for the National Governors Association Governors Homeland Security Advisory Council that summarizes and provides analysis on recent news articles. Members may attach their own seals/shields and redistribute the newsletter as a joint shield paper.
- **Security Primers:** Security Primers are a one-page summary that recommend the best response to a specific scenario. The Primers increase security awareness and encourage secure behavior.
- **Seminars:** MS-ISAC Seminars are monthly meetings that provide training on a variety of topics. Continuing Professional Education (CPE) credit is available upon request.
- **Monthly Situational Awareness Report (SAR):** This highlights the MS-ISAC's previous month's activities and statistics related to incident response, network monitoring and general information gathering.
- **White Papers:** The SOC produces white papers to explain technical topics of interest to members and partners.
- **Weekly Attacking IPs and Domains:** Weekly reports are provided highlighting malicious IPs and domains attacking SLTT networks over the past seven days.

“It was very helpful to have the MS-ISAC to turn to at this difficult time. They were extremely helpful every step of the project.” - MS-ISAC Member

MS-ISAC Member Initiatives & Collaborative Resources

MS-ISAC membership enables entities to participate with their peers across the country, sharing knowledge, building relationships, and improving cybersecurity readiness and response.

- **Annual In-Person Meeting:** Each year, the MS-ISAC hosts an annual multi-day event bringing all members together, along with the federal government and other partners. We focus on action-oriented deliverables that are most important to the members. The meeting is open to all MS-ISAC members interested in attending. There is no registration fee for this event.
- **Emergency Conference Calls:** Members have access to conference calls to brief all members on major incidents or emerging events.
- **ESP Tool:** The CIS Enumeration and Scanning Program (CIS-ESP) is an application built to be deployed in an enterprise Windows environment to assist in the collection of data to determine if a compromise has occurred. The information collected will enhance understanding the scope of an incident and identify active host-based threats on a computer network. The application works by enumerating and polling systems within an Active Directory environment by way of Windows Management Instruction (VMI) queries. This process is used entirely for data collection and no modifications are made to the systems being scanned.
- **Members-Only Secure Portal:** The MS-ISAC has a compartment on the US-CERT portal which allows our membership a secure and confidential platform for sharing information. The portal includes the MS-ISAC cyber alert level map—a visual representation of current cyber status of each state, updated on a monthly basis; and a library of policies, guides, recorded webcasts, and many additional member resources.
- **Monthly Threat Briefing:** One-hour webcast briefings that provide members with updates on the threat landscape, status of national initiatives impacting them, and relevant news from members; DHS has a standing agenda item on each call.
- **Monthly Vendor Patch Release Calls:** Technical discussions regarding patches and updates.
- **Security Benchmarks:** Consensus-based security configuration PDF guides that help to improve your cyber security posture.
- **Workgroups:** focused working committees to share ideas, generate recommendations and produce deliverables to support the MS-ISAC and member-related programs. (See pages 12-13)
- **Membership Discounts**
 - **Security Benchmarks Membership:** MS-ISAC members can receive discounts off of a Security Benchmarks Membership, leveraging over 100 configuration benchmarks covering more than 14 technology groups, and can use CIS-CAT to assess an unlimited number of assets for a single upfront cost.
 - **CIS-CAT:** MS-ISAC members have access to a free trial of CIS-CAT, a Configuration Assessment Tool, containing 60+ CIS Benchmarks. (See Pages 18 & 19)
 - **Trusted Purchasing Alliance (TPA):** The TPA works with organizations in the public and private sectors to provide cost-effective, high-quality cybersecurity solutions for our nation's SLTT governments and non-profit entities.

MS-ISAC Workgroups

These workgroups are voluntary committees focused on specific initiatives and deliverables in support of the MS-ISAC mission.

Who can participate in a workgroup?

Any member from any State, Local, Tribal or Territorial (SLTT) government.

What do the workgroups do?

They serve a significant role in the creation and implementation of MS-ISAC initiatives. These workgroups are also a tremendous opportunity to collaborate with your peers across the country. They identify current issues facing SLTT governments and help determine the future course of addressing cybersecurity challenges. They have been responsible for:

- authoring the *Nationwide Cyber Security Review* question set and analyzing the results;
- participating in the development and execution of cyber security exercises;
- increasing participation in National Cyber Security Awareness Month activities; and
- creating important membership materials.

How much time will I need to commit?

- Level of commitment varies by group.
- Groups generally meet by phone monthly and in person annually.
- Extent of involvement is completely your choice.

How do I join a workgroup?

Send an email to info@msisac.org with “Workgroup Request” in the subject line, and include the following:

- Name
- Workgroup of interest
- Entity/Agency Name
- Email and telephone number

Share your expertise by joining a Workgroup today!

Current Workgroups:

Business Continuity, Recovery, and Cyber Exercise

Focuses on the processes, tools, and best practices related to public sector business continuity and recovery—not only of technology assets, but also recovery of the entire organization, including people, locations, and communications.

Cyber Security Metrics

Focuses on recommending and implementing methodologies to help SLTT entities with cyber security metrics and compliance inventory, assessment, and audit of their cyber security assets. This workgroup works jointly with DHS, NASCIO and NACo to support the DHS Nationwide Cyber Security Review.

Education and Awareness

Focuses on implementing innovative strategies, improving existing programs, and promoting successful localized initiatives for national cybersecurity education, awareness, and training content to support the overall mission of the MS-ISAC.

Intel and Analysis

Focuses on promoting the development, understanding, and awareness of actionable intelligence and analysis.

Mentoring Program

Focuses on pairing new security leaders in management positions (such as Chief Information Security Officers and Chief Security Officers) with more experienced security leaders to enhance their skillsets and foster personal and professional growth.

Nationwide Cyber Security Review

The Nationwide Cyber Security Review (NCSR) is a voluntary self-assessment survey to evaluate cybersecurity management.

The Senate Appropriations Committee has requested an ongoing effort to chart nationwide progress in cybersecurity and identify emerging areas of concern. In response, the U.S. Department of Homeland Security (DHS) has partnered with the MS-ISAC, the National Association of State Chief Information Officers (NASCIO), and the National Association of Counties (NACo) to develop and conduct the NCSR.

Who can participate?

All States (and agencies), Local governments (and departments), and Tribal and Territorial governments.

Advantages of Participation:

- Free and voluntary self-assessment to evaluate your cybersecurity posture;
- Customized reports to help you understand your cybersecurity maturity, including:
 - * a detailed report of your responses along with recommendations to improve your organization's cybersecurity posture;
 - * additional summary reports that gauge your cybersecurity measures against peers (using anonymized data); and
 - * insight to help prioritize your effort to develop security controls.
- Benchmark to gauge your own year-to-year progress;
- Metrics to assist in cybersecurity investment justifications; and
- Contribute to the nation's cyber risk assessment process.

How does the Nationwide Cyber Security Review work?

- Hosted on a secure portal
- Based on the NIST Framework
- Based on key milestone activities for information risk management
- Closely aligned with security governance processes and maturity indexes embodied in accepted standards and best practices
- Covers the core components of cybersecurity and privacy programs
- Designed to be completed in about an hour

When does the survey take place?

The survey will be available from November to December each year.

For more information and to register, visit:
<http://msisac.cisecurity.org/resources/ncsr>

Survey

The NCSR provides survey participants with instructions and guidance. Additional support is available, including supplemental documentation and the ability to contact the NCSR helpdesk directly from the survey.

Once the NCSR is complete, participants will have immediate access to an individualized report measuring the level of adoption of security controls within their organization. This report includes recommendations on how to raise your organization's risk awareness. The MS-ISAC and DHS will aggregate all review data and share a high level summary with all participants. The names of participants and their organizations will not be identified in this report. This report is provided to Congress in alternate years (odd numbered years) to highlight cyber security gaps and capabilities among our State, Local, Territorial and Tribal Governments.

Partners

DHS is responsible for safeguarding our nation's critical infrastructure from physical and cyber threats that can affect national security, public safety, and economic prosperity. National Protection & Programs Directorate leads DHS's efforts to secure cyberspace and cyber infrastructure. For additional information, please visit www.dhs.gov/cyber.

NASCIO's mission is to foster government excellence through quality business practices, information management, and technology policy. Founded in 1969, the National Association of State Chief Information Officers (NASCIO) is a nonprofit, 501(c)3 association representing state chief information officers and information technology executives and managers from the states, territories, and the District of Columbia. The primary state members are senior officials from state government who have executive-level and statewide responsibility for information technology leadership. State officials who are involved in agency level information technology management may participate as associate members. Representatives from federal, municipal, international government and non-profit organizations may also participate as members. Private-sector firms may join as corporate members and participate in the Corporate Leadership Council.

The **National Association of Counties (NACo)** is the only national organization that represents county governments in the United States. Founded in 1935, NACo provides essential services to the nation's 3,069 counties. NACo advances issues with a unified voice before the federal government, improves the public's understanding of county government, assists counties in finding and sharing innovative solutions through education and research, and provides value-added services to save counties and taxpayers money. For more information about NACo, visit www.naco.org.

Cybersecurity Education

We promote proactive education of cybersecurity. The MS-ISAC produces numerous communications to engage our members and help national efforts for better cybersecurity.

Education and Awareness Materials

- **Daily Cyber Tips**
- **Monthly Newsletters:** These newsletters use non-technical language, and they can be rebranded to suit individual member needs. Newsletter topics include details on the most current threats and suggested best cybersecurity practices.
- **Bi-Monthly National Webcasts:** These feature timely topics and experts from the public and private sector sharing insight on addressing cyber challenges.

Cybersecurity Awareness Toolkit

This Cyber Security Toolkit features educational materials designed to raise cybersecurity awareness. Digital and hard copy materials are distributed to members. Members are encouraged to brand these materials for their own organizations.

Best of the Web Contest

The MS-ISAC conducts an annual Best of the Web contest to recognize state and local governments who use their websites to promote cybersecurity. We review these cybersecurity websites for all 50 state governments and the many local governments that decide to participate. The judging is based upon several criteria including cybersecurity content, usability, accessibility, and appearance.

The contest recognizes outstanding websites and highlights them as examples for others to consider when they are developing or redesigning their own sites. One overall winning website will be chosen in the state/territory category and one will be chosen in the local government category.

The Best of the Web Contest kicks off in the beginning of October, which is National Cyber Security Awareness Month. The winners are announced at the end of the month.

Poster Contest

The MS-ISAC conducts an annual National K-12 Computer Safety Poster Contest to encourage young people to use the Internet safely. The contest encourages young people to create cybersecurity messages other kids will appreciate and apply to their own lives.

The contest is open to all public, private or home-schooled students in kindergarten through twelfth grade. Winning entries of the National Poster Contest are what make up the next year's MS-ISAC Calendar, which is distributed to every MS-ISAC member as part of the cybersecurity toolkit.

The MS-ISAC Poster Contest is launched at the beginning of Cyber Security Awareness Month, and submissions are due the following January.

FedVTE

The Federal Virtual Training Environment (FedVTE) is the Department of Homeland Security's online, on-demand training center. FedVTE provides government IT professionals with hands-on labs and training courses.

For questions regarding education and awareness materials or participation in any of the items listed above, please contact info@msisac.org.

Fee Based Services for SLTT Entities

Network Monitoring and Analysis Service (Albert) is a near real-time, 24x7 network monitoring and analysis service that identifies and alerts on traditional and advanced threats within an enterprise network. Pricing is based on Average Internet Utilization Size. A one-time initiation fee of \$900 applies.

- Up to 100 Mbps - \$620/Month
- >100 Mbps - 1 Gbps - \$940/Month
- >1 Gbps - \$1,460/Month

Managed Security Services (MSS) is comprised of monitoring and/or management of security devices:

- Security Event Analysis & Notifications 24x7
- Monitoring and Management services are available for the following security devices.
 - Firewall monitoring
 - Host-based Intrusion Detection System monitoring
 - IDS/IPS monitoring and management
 - Proxy monitoring

Vulnerability Assessment Services can identify, prioritize and report critical vulnerabilities within the MS-ISAC network and web application assessments.

- Network Assessment
- Web Application Assessment, including manual analysis of reported vulnerabilities
- Prioritization of vulnerability remediation
- Customized reporting & vulnerability remediation support included
- Payment Card Industry (PCI) compliance scanning available
- Scheduled (Monthly, Quarterly, Yearly) services

Web Application Assessment	Annual Cost per Web App Scanned		
	One Time Assessment	Quarterly Assessments	Monthly Assessments
1 st Web App per Entity	\$1,025	\$1,322	\$1,918
Additional Web App per Entity	\$569	\$867	\$1,463

Network Assessment	Annual Cost per <i>Live</i> IP Scanned		
	One Time Assessment	Quarterly Assessments	Monthly Assessments
Service Level Based on the Number of Live IPs Scanned per period per Reporting Entity			
10	\$88	\$120	\$189
16-25	\$67	\$92	\$151
26-50	\$55	\$75	\$128
51-100	\$44	\$59	\$105
101-200	\$26	\$38	\$77
201-500	\$22	\$32	\$65
501-2,000	\$19	\$27	\$53

MS-ISAC Consulting Services (Statement of Work Required):

- Social Engineering (Phishing Exercises)
- External Network Penetration Testing
- Web Application Penetration Testing
- Comprehensive Security Review

Membership Discounts

Trusted Purchasing Alliance (TPA) The TPA serves SLTT governments and nonprofit entities in achieving a greater cybersecurity posture through trusted expert guidance and cost-effective procurement. The TPA builds public and private partnerships and works to enhance collaboration that improves the nation's cybersecurity posture. The TPA makes cybersecurity purchasing effective, easy and economical.

Security Benchmarks Membership

CIS is a leader in the development and distribution of consensus-based, internationally recognized best practices for assessing and improving cybersecurity for private industry, government and academia. CIS secure configuration benchmarks and automated assessment tools are used by hundreds of organizations worldwide and are accepted for compliance with many industry standards, including FISMA, PCI, and HIPAA.

CIS Security Benchmarks members can leverage more than 100 CIS configuration benchmarks covering over 14 technology groups. These members can also use CIS-CAT to assess an unlimited number of assets for a single, upfront, fixed cost.

How can CIS Benchmarks Membership and the member only resources benefit my organization?

CIS offers affordable, industry-recognized solutions to help your organization save time and money by providing resources that:

- Rapidly identify security vulnerabilities
- Measure security performance against industry best practices
- Satisfy compliance obligations <http://benchmarks.cisecurity.org/compliance>
- Improve internal security policies and procedures by leveraging best-practice guidance
- Assess system compliance with security requirements by using the CIS Configuration Assessment Tool (CIS-CAT)
- Quickly implement benchmark guidance by using CIS remediation resources
- Measure and report compliance over time per device, technology, or overall

What are the benefits of Security Benchmarks membership?

- The right to distribute the Security Benchmarks resources within your organization
- Access to CIS-CAT (See Page 19)
- Access to the member only resources on the CIS Community Website, including:
 - Benchmarks in XML/XCCDF/OVAL format which facilitates automated configuration assessment
 - Automated remediation content (i.e., Group Policy Objects)
 - Tutorials and webcasts
 - Word/Excel versions of Benchmarks
 - Member only discussion areas

- Timely electronic notification of new and updated resources
- Enhanced support from staff and developers
- Visibility of your organization's commitment to Internet security through its inclusion on the CIS member list <http://benchmarks.cisecurity.org/members>
- Use of the CIS Security Benchmarks Membership Mark on your organization's website and documents

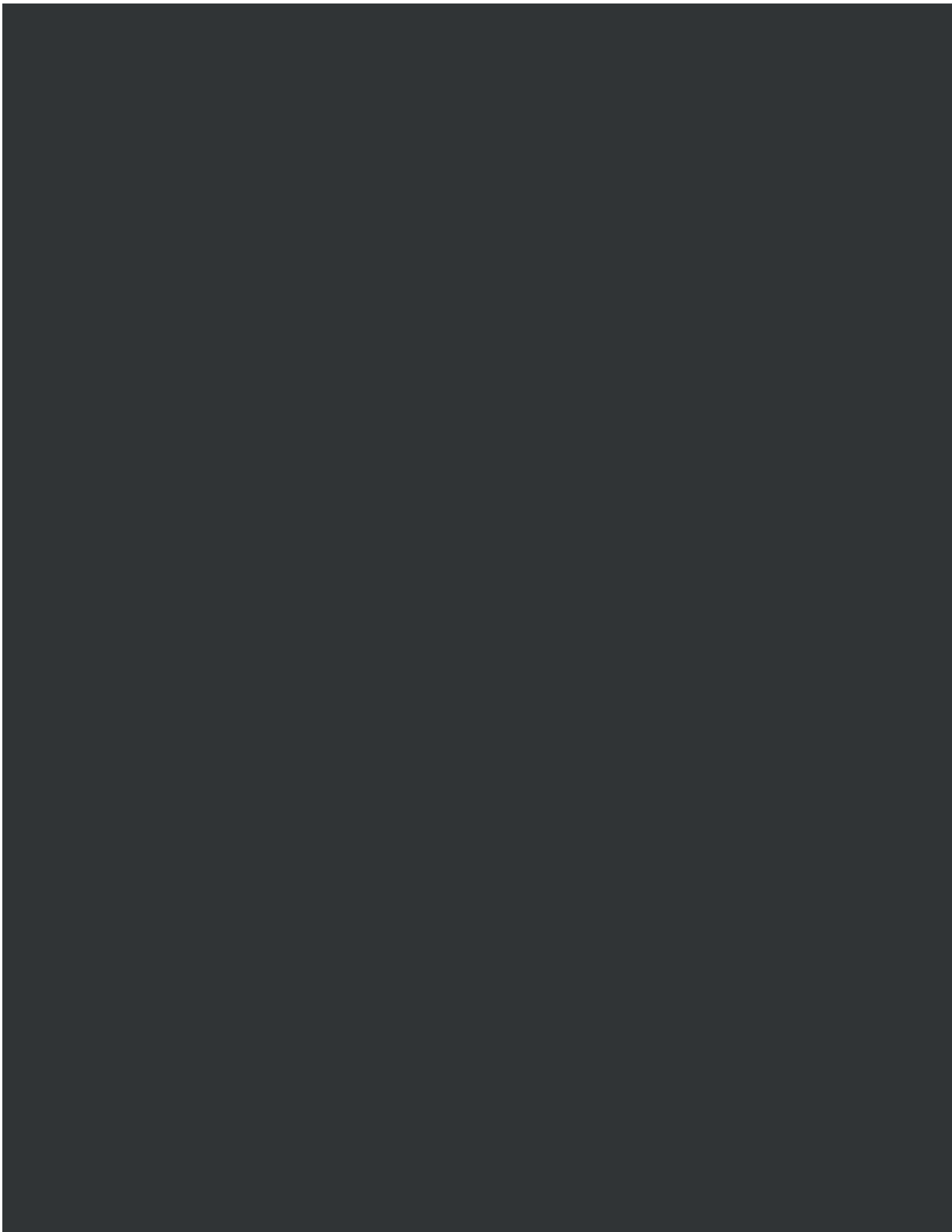
For a complete list of benefits, see <http://benchmarks.cisecurity.org/membership>

Free trial of CIS-CAT

A 14-day trial of CIS-CAT is available to companies considering membership. To start your trial today, visit <https://benchmarks.cisecurity.org/freetrial>

Security Benchmarks Membership allows the government entity the right to use and distribute the Security Benchmarks resources throughout their organizations to secure *internal* systems only. Membership fees are based on the total number of people employed at an organization. A detailed agency list is required at time of membership quote and/or enrollment. The annual fee and multi-year discount option schedule for SLTT governments is below. Contact us at info@msisac.org for more information.

<u>Security Benchmarks Membership</u>			
<u>Organization Employee Range</u>	<u>1-Year Membership Cost (30% Savings)</u>	<u>2-Year Membership Cost (30% Savings)</u>	<u>3-Year Membership Cost (30% Savings)</u>
<u>250,000 or more</u>	\$9,926	\$ 19,852	\$ 29,778
<u>100,000 to 249,999</u>	\$9,191	\$ 18,382	\$ 27,573
<u>50,000 to 99,999</u>	\$8,456	\$ 16,912	\$ 25,368
<u>25,000 to 49,999</u>	\$7,721	\$ 15,442	\$ 23,163
<u>10,000 to 24,999</u>	\$7,350	\$ 14,700	\$22,050
<u>5,000 to 9,999</u>	\$6,986	\$13,972	\$20,958
<u>1,000 to 4,999</u>	\$6,615	\$13,230	\$19,845
<u>500 to 999</u>	\$4,781	\$9,562	\$14,343
<u>250 to 499</u>	\$3,311	\$6,622	\$9,933
<u>100 to 249</u>	\$2,394	\$4,788	\$7,182
<u>50 to 99</u>	\$1,470	\$2,940	\$4,410
<u>Up to 49</u>	\$924	\$1,848	\$2,772



CENTER FOR INTERNET SECURITY
MULTI-STATE ISAC
Member Agreement

This Agreement ("Agreement") is made between the Charter Township of Ypsilanti, MI and the Multi-State Information Sharing and Analysis Center of the United States (MS-ISAC), a division of the Center for Internet Security.

The MS-ISAC will enable information sharing, analysis, gathering and distribution in a secure manner using facilities and methods designed to permit individual Members to submit information about security threats, vulnerabilities, incidents, and solutions securely. Only MS-ISAC members have access to review and retrieve this information. When submitting information to the MS-ISAC, Primary Custodians will identify information to the MS-ISAC in the following categories:

Category A: information that is provided only to the MS-ISAC and will not be shared with the MS-ISAC members or others except as authorized by the Primary Custodian. Category A information also consists of any non-categorized information provided to the MS-ISAC and/or pre-cleansed category B information.

Category B: information which is shared with the MS-ISAC and in consultation with the Primary Custodian is cleansed by the MS-ISAC of all identifying information and then, consistent with applicable laws, will be shared only with MS-ISAC members, or the Department of Homeland Security consistent with paragraph six (6).

Category C: information which is shared with the MS-ISAC and does not need to be cleansed and may be shared within the MS-ISAC and outside the MS-ISAC as appropriate.

MS-ISAC members acknowledge that Primary Custodian has certain cyber and/or critical infrastructure information and material that is exempt from disclosure to the public or other unauthorized persons under federal or state laws including the Homeland Security Act of 2002 (6 U.S.C. § 133). MS-ISAC members may provide access to this information and material in order to facilitate interstate communication regarding cyber and/or critical infrastructure readiness and response efforts. These efforts include, but are not limited to, disseminating early warnings of physical and cyber system threats, sharing security incident information between U.S. states, territories, the District of Columbia, tribal

nations and local governments, providing trends and other analysis for security planning, and distributing current proven security practices and suggestions. As a participating member of the MS-ISAC, Primary Custodian agrees that when sharing this information with MS-ISAC members it will do so through the MS-ISAC in accordance with the categories established in this document. MS-ISAC members agree to the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the above promises recited herein, the parties agree to the following:

Definitions:

1. Primary Custodian – the entity that developed or owns the Data. Each collection of Data (database, file, etc.) shall have a single Primary Custodian.
2. MS-ISAC members – the members (U.S. states, territories, the District of Columbia, tribal nations and local governments) who may be in possession or use of Data acquired from the Primary Custodian or from the MS-ISAC.

Purpose:

3. MS-ISAC members acknowledge that the protection of Category A information is essential to the security of Primary Custodian and the mission of the MS-ISAC. The purpose of this Agreement is to enable Primary Custodian to make disclosures of Category A information to MS-ISAC while still maintaining rights in, and control over, Category A information. The purpose is also to preserve confidentiality of the Category A information and to prevent its unauthorized disclosure. It is understood that this Agreement does not grant MS-ISAC or members an express or implied license or an option on a license, or any other rights to or interests in the Category A information, or otherwise. If Primary Custodian retracts any information it sent to the MS-ISAC, then, upon notification by the Primary Custodian, the MS-ISAC will destroy such information and all copies thereof, and notify MS-ISAC members to destroy the information. If an MS-ISAC member is unable to destroy the information based on applicable law, then the member will continue to maintain the confidentiality of the information consistent with

this agreement. Upon receiving such notification, MS-ISAC members will destroy such information and all copies thereof.

MS-ISAC and Member Duties:

4. MS-ISAC and members who are authorized by the Primary Custodian to receive Category A information shall, and shall cause their contractors, subcontractors, agents or any other entities acting on their behalf (hereinafter referred to as the "Affiliates") to:
 - (a) copy, reproduce or use Category A information only for the purposes of the MS-ISAC mission and not for any other purpose unless specifically authorized to do so in writing by Primary Custodian; and
 - (b) not permit any person to use or disclose the Category A information for any purpose other than those expressly authorized by this Agreement; and
 - (c) implement physical, electronic and managerial safeguards to prevent unauthorized access to or use of Category A information.

Such restrictions will be at least as stringent as those applied by the MS-ISAC and/or members to their own most valuable and confidential information.

MS-ISAC agrees to promptly notify Primary Custodian of any unauthorized release of Category A information.

5. MS-ISAC and members will not remove, obscure or alter any notice of patent, copyright, trade secret or other proprietary right from any Category A information without the prior written authorization of Primary Custodian.

Multi-State ISAC Duties:

6. The MS-ISAC and members may share with the Department of Homeland Security (DHS) pursuant to 6 U.S.C. § 133, Category A, B, and C information, unless the Primary Custodian has designated in writing that the information in question cannot be shared with our federal partners. All other information is voluntarily submitted and may be shared with the Federal Government with expectation of protection from disclosure as provided by the provisions of the Critical Infrastructure Information Act of 2002.

7. If any third party makes a demand for any Category A or B information, the MS-ISAC or member shall immediately forward such request to the Primary Custodian and consult and cooperate with the Primary Custodian and will make reasonable efforts, consistent with applicable law to protect the confidentiality of the information. Primary Custodian will, as needed, have the opportunity to seek judicial or other appropriate avenues of redress to prevent any release.
8. In non-emergency situations, as part of its multi-state communication sharing efforts, the MS-ISAC may prepare written reports. For such reports, the Primary Custodian shall be provided a period of time to review such reports, papers, or other writings and has the right to edit out its Category A information, correct factual inaccuracies, make recommendations and comments to the content of the report, and append comments to the final version of the report. The MS-ISAC members and Primary Custodian agree to work together in good faith to reach mutually agreed upon language for the report. If the parties are unable to reach agreement on an issue, Primary Custodian has the right to edit out its Category A information.

General Terms:

9. Should any court of competent jurisdiction consider any provision of this Agreement to be invalid, illegal, or unenforceable, such provisions shall be considered severed from this Agreement. All other provisions, rights, and obligations shall continue without regard to the severed provision(s).
10. The term of the Agreement shall continue so long as Primary Custodian remains a member of the MS-ISAC, and paragraph 3 the obligations of confidentiality as provided herein shall survive the expiration of this Agreement.
11. This Agreement will be construed and enforced in all respects in accordance with United States (U.S.) federal law or other applicable laws as addressed herein.
12. This Agreement contains the entire understanding between the parties with respect to the proprietary information described herein and supersedes all prior understandings whether written or oral. Any modification, amendment, assignment or waiver of the terms of this Agreement shall require the written approval of the authorized representative of each party.

The foregoing has been agreed to and accepted by the authorized representatives of each party whose signatures appear below:

AGREED BY:

Primary Custodian:

**Center for Internet Security
Multi-State ISAC Division**

<i>Brenda L. Stumbo</i> <i>Signature</i>	<i>July 19, 2017</i> <i>Date</i>	<i>Karen Lovejoy</i> <i>Signature</i>	<i>Chair</i> <i>Date</i>
<i>Brenda L. Stumbo</i> <i>Print or Type Name/Title</i>	<i>Supervisor</i>	<i>MS-ISAC Chair</i>	

8001 Haggerty Rd
Belleville, MI 48111



Wednesday, March 22, 2017

JANE BILES / Ypsilanti TWP
Tammie Keen
7200 S. Huron River dr
ypsilanti, MI 48197

Regarding: 2106 Margery - Liberty Square / Ypsilanti, ypsilanti Township

Enclosed are two (2) copies of the Accounts Receivable Agreement for your signature. The payment for this work is \$12,985.00 based on:

Remove unwanted transformers, abandoning of pedestals and cable, and re-feeding of the streetlights. - 4hr of removal time per transformer x 10 transformers x hourly rate CIN 312(247.50) = \$9900.00. - 2hr of removal time per cable pole x 3 cable poles x hourly rate CIN 312(247.50) = \$1485.00. - 160 secondary to re-feed streetlights x CIN 9(10.00/ft) = \$1600.00. TOTAL = \$12,985.00

Please return the signed agreement to me with a check made payable to DTE Energy. Keep the "Customer Copy" document for your records. To ensure proper credit, the Agreement number should be indicated on your remitted check. When we receive the signed agreement and your check, we will proceed to schedule the work.

If you have any questions regarding this job, please feel free to contact me at the phone number or e-mail address indicated below.

Sincerely,

Jacob Geiger
Planner
734.397.4146
jacob.geiger@dteenergy.com

enclosures:
Two copies of the Accounts Receivable Agreement

Accounts Receivable Agreement
No. 473355616



"DTE Energy" and "Customer" make this agreement for consideration of the promises in the Agreement.

"DTE Energy" is:

The DTE Energy Company
8001 Haggerty Rd
Belleville, MI 48111

"Customer" is:

JANE BILES / Ypsilanti TWP
Tammie Keen
7200 S. Huron River dr
ypsilanti, MI 48197

Background Statement: Customer requests DTE Energy to perform the work indicated below in the vicinity of 2106 Margery - Liberty Square / Ypsilanti. To do this, DTE Energy requires that payment be made in the amount indicated below. Under Michigan Public Service Commission rules, DTE Energy is permitted to require payment before performing this work.

**DTE Energy and Customer agree to the following terms:
See details of this contract under the Terms and Conditions section**

Payment for the requested work is \$12,985.00.

The type of work to be performed:

Remove unwanted transformers, abandoning of pedestals and cable, and re-feeding of the streetlights. - 4hr of removal time per transformer x 10 transformers x hourly rate CIN 312(247.50) = \$9900.00. - 2hr of removal time per cable pole x 3 cable poles x hourly rate CIN 312(247.50) = \$1485.00. - 160' secondary to re-feed streetlights x CIN 9(10.00/ft) = \$1600.00. TOTAL = \$12,985.00

In return for the above payment, The DTE Energy Company agrees to perform the requested work, providing all necessary permits and rights-of-way can be secured. This job will not be scheduled until DTE Energy receives payment for the above work.

Notwithstanding anything herein to the contrary, the installation, ownership, and maintenance of electric services and the rates, fees, and charges to be made shall be subject to and in accordance with the orders and rules and regulations adopted and approved from time to time by the Michigan Public Service Commission.

DTE Energy:(sign) _____ Title: Supervisor Date: 3-22-2017
Lorne Cook

Customer:(sign) Brendal L. Stumbo (print) Brendal L. Stumbo Date: 7-19-17
(sign) Karen Lougoy Roe (print) Karen Lougoy Roe Date: 7-19-17

Terms and Conditions
Accounts Receivable Agreement

1. **MPSC Rules** - This Agreement is subject to the Michigan Public Services Commission ("MPSC") Rules, including but not limited to, Rule C6.1, "Extension of Service", Rule C6.2, "Overhead Extension Policy", Rule C6.3, "Underground Distribution Systems"; and Rule C6.5 "Miscellaneous Customer Requests", which are incorporated herein by reference.
2. **Description of Work** - DTE Energy or one of its contractors shall install or remove the underground or overhead conductors and any associated overhead or underground equipment required for the request, (collectively, the "Work"). DTE Energy will only install electric service and is not responsible for any other utility service including, but not limited to, cable television, or other communication services. Customer shall contact those companies responsible for the installation of services other than electrical service.
3. **Customer Staking Requirements**
 - a. Prior to commencement of the Work, Customer shall visually identify, by either exposing or clearly staking through the use of flags or other appropriate identification device, all private underground property, including but not limited to:
 - a. private electrical lines
 - b. sprinkler systems
 - c. invisible fences
 - d. swimming pool hardware
 - e. septic tanks and fields
 - f. fiber optic lines
 - g. security systems
 - h. heated sidewalk and driveway equipment
 - i. burial sites of pets
 - j. geothermal systems
 - k. private water mains and lines
 - l. solar power equipment
 - m. privately owned gas
 - n. propane and petroleum lines
 - o. any other underground equipment not previously listed.
 - b. If Customer refuses the route suggested by DTE Energy for the Work and requests an alternative route, which is mutually agreed to by Customer and DTE Energy, Customer shall stake the alternative route as provided in paragraph 3(a) above.
 - c. If Customer fails to clearly stake all private underground property, then Customer releases DTE Energy from any and all liability for property damage related to the installation, operation or maintenance of the Work, including, but not limited to, loss of trees, shrubs or other landscape.
4. **Total Payment** - By executing this Agreement, Customer agrees to pay DTE Energy the "Total Payment" calculated on page 1 of this agreement.
5. **Termination prior to Commencement of Work** - If Customer fails to complete any obligations under this Agreement within six (6) months from the date DTE Energy receives full payment or the Total payment, then, upon written notice, DTE Energy may cancel this Agreement and a refund may be issued to Customer, less all reasonable costs incurred by DTE Energy.
6. **Failure to Execute Agreement; Changes to Agreement:** If the Customer fails to execute this Agreement and pay the Total payment due to DTE Energy within six (6) months of the date of this Agreement, then this Agreement shall become null and void. Further, Customer shall not make any changes to this Agreement, including but not limited to handwritten changes or striking any language. In the event Customer makes any changes to this Agreement without the specific written consent of DTE Energy, then this Agreement shall become null and void.
7. **Damages and Limitation on Liability** - If Customer, its contractors, agents, and/or employees cause damage to the Work, then Customer shall reimburse DTE Energy for all costs related to that damage. DTE Energy reserves the right to retain portions of the Refundable Construction Advance to offset such damages.

DTE Energy's sole liability to Customer, its employees, agents, subcontractors and to all other persons arising out of or related to the performance of the Work, whether in contract, under any claims warranty, in tort, or otherwise shall be limited to either DTE Energy repairing or replacing the Work at its own expense or, at DTE Energy's option, refund the money paid for the Work. The foregoing shall be Customer's sole remedy. In no event will DTE Energy or its contractors be liable under this Agreement or under any cause of action relating to the subject matter of this Agreement, whether based on contract, warranty, tort (including negligence), strict liability, indemnity or otherwise, for any incidental or consequential damages including but not limited to loss of use, interest charges, inability to operate full capacity, lost profits or other similar claims of Customer.
8. **Set Off** - DTE Energy shall be entitled at any time to set off any sums owing by Customer or any of Customer's affiliated companies with common ownership, to DTE Energy or any of DTE Energy's affiliated companies, against sums payable by DTE Energy.
9. **Assignment and Notices** - Customer shall not assign this Agreement without DTE Energy's prior written consent. All notices required by this Agreement must be in writing and sent by U.S. mail or delivered in person to the addresses listed on page 1 of this Agreement.
10. **Saving Clause** - Each term and condition of this Agreement is deemed to have an independent effect and the invalidity of any partial or whole paragraph or section shall not invalidate the remaining paragraphs or sections. The obligation to perform all of the terms and conditions shall remain in effect regardless of the performance of any invalid term by the other party.

11. Governing Law and Jurisdiction - This Agreement shall be construed in accordance with the law of the State of Michigan, without regard to conflict of law principals. The parties agree that any action with respect to this Agreement shall be brought in a court of competent jurisdiction located in the State of Michigan and the parties hereby submit themselves to the exclusive jurisdiction and venue of such court for the purpose of such action.

12. Entire Agreement - This Agreement together with the DTE Energy Rate Book on file with the MPSC, the Electrical Service Installation Guide, which is available at:

www.dteenergy.com/businessCustomers/buildersContractors/electricService/standards.html

and, if applicable, the Certificate of Grade (referred to herein collectively, as the "Contract Documents") constitutes the entire Agreement between the parties regarding this transaction. Any agreements, negotiations or understanding of the parties prior to or contemporaneous to the date of the Agreement, whether written or oral, are superseded hereby. In the event of a conflict between the Contract Documents, then the Contract Document shall control in the order stated above.

2017 Tax Rate Request (This form must be completed and submitted on or before September 30, 2017)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

Carefully read the instructions on page 2.

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

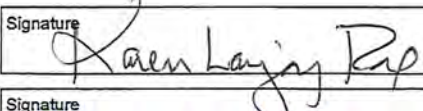

County(ies) Where the Local Government Unit Levies Taxes Washtenaw	2017 Taxable Value of ALL Properties in the Unit as of 5-22-17 1,202,096,039
Local Government Unit Requesting Millage Levy Charter Township of Ypsilanti	For LOCAL School Districts: 2017 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2017 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5)** 2016 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2017 Current Year "Headlee" Millage Reduction Fraction	(7) 2017 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Allocated	Gen Op	N/A	1.1160	1.0262	.9908	1.0167	1.0000	1.0167		1.0167	N/A
Voted	Fire Prot	11/8/16	3.1250	3.1250	.9908	3.0962	1.0000	3.0962		3.0962	2020
Voted	Sld Waste	11/8/16	2.1550	2.1550	.9908	2.1351	1.0000	2.1351		2.1351	2020
Voted	Police	11/8/16	5.9500	5.9500	.9908	5.8952	1.0000	5.8952		5.8952	2020
Voted	Rec/BP	11/8/16	1.0059	1.0059	.9908	.9966	1.0000	.9966		.9966	2020
PA 235	FPen/HC	N/A						1.2000		1.2000	2020

Prepared by Javonna Neel	Telephone Number (734) 484-3702	Title of Preparer Accounting Director	Date 7/18/17
------------------------------------	---	---	------------------------

CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

<input checked="" type="checkbox"/> Clerk	Signature 	Print Name Karen Lovejoy Roe	Date 7/18/17
<input type="checkbox"/> Secretary			
<input type="checkbox"/> Chairperson	Signature 	Print Name Brenda L. Stumbo	Date 7/18/17
<input checked="" type="checkbox"/> President			

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

** **IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 3 of 2017 for instructions on completing this section.	
Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

**OFFICE OF THE TREASURER
LARRY J. DOE**



**MONTHLY TREASURER'S REPORT
July 1, 2017 THROUGH July 31, 2017**

Account Name	Beginning Balance	Cash Receipts	Cash Disbursements	Ending Balance
101 - General Fund	4,256,853.45	5,449,840.34	5,115,546.07	4,591,147.72
101 - Payroll	219,420.35	619,118.67	623,307.84	215,231.18
101 - Willow Run Escrow	142,780.31	24.25		142,804.56
206 - Fire Department	3,488,756.37	3,238.64	237,785.58	3,254,209.43
208 - Parks Fund	27,804.39	19.62	308.27	27,515.74
212 - Roads/Bike Path/Rec/General Fund	1,374,936.41	285,574.80	181,866.62	1,478,644.59
226 - Environmental Services	2,911,954.79	2,535.12	199,414.43	2,715,075.48
230 - Recreation	121,997.12	197,866.42	202,263.81	117,599.73
236 - 14-B District Court	411,072.95	140,101.13	101,699.96	449,474.12
244 - Economic Development	67,471.12	47.97		67,519.09
248 - Rental Inspections	177,308.52	8,754.41	18,912.71	167,150.22
249 - Building Department Fund	885,660.98	66,505.34	40,177.69	911,988.63
250 - LDFA Tax	19,319.49	13.70		19,333.19
252 - Hydro Station Fund	501,269.89	346.24	26,024.67	475,591.46
266 - Law Enforcement Fund	5,901,687.21	95,752.35	639,984.08	5,357,455.48
280 - State Grants	18,463.49	13.17		18,476.66
301 - General Obligation	5,189.07	3.63		5,192.70
397 - Series "B" Cap. Cost of Funds	31,103.94	22.03		31,125.97
398 - LDFA 2006 Bonds	30,499.52	21.63		30,521.15
498 - Capital Improvement 2006 Bond Fund	330,584.56	56.16		330,640.72
584 - Green Oaks Golf Course	278,458.69	319,636.53	250,916.15	347,179.07
590 - Compost Site	577,823.20	28,546.20	22,217.00	584,152.40
595 - Motor Pool	193,816.57	117.56	34,742.39	159,191.74
701 - General Tax Collection	94,955.75	10,344.92		105,300.67
703 - Current Tax Collections	52,960.46	2,916,654.70	1,307,088.39	1,662,526.77
707 - Bonds & Escrow/GreenTop	1,313,442.56	155,838.75	46,198.30	1,423,083.01
708 - Fire Withholding Bonds	124,041.35	21.07		124,062.42
893 - Nuisance Abatement Fund	78,428.86	921.95	2,446.90	76,903.91
ABN AMRO Series "B" Debt Red. Cap.Int.	3,754.58			3,754.58
GRAND TOTAL	23,641,815.95	10,301,937.30	9,050,900.86	24,892,852.39

ATTORNEY REPORT

GENERAL LEGAL UPDATE

OLD BUSINESS

Charter Township of Ypsilanti

RESOLUTION NO. 2017-17

Creation of Streetlight Special Assessment District #209 Turtle Creek #2

WHEREAS, on or about APRIL 18, 2017, the Township Clerk received a request from the New West Willow Neighborhood Association, asking the Township Board for additional LED street lighting at the intersection of McCartney Avenue and State Street for the Turtle Creek Subdivision, consisting of 121 parcels, in Ypsilanti Township and for the creation of special assessment district #209 for the purpose of defraying said cost of street lighting by special assessments against the property especially benefited; and

WHEREAS, the Township Clerk requested of Detroit Edison, proposed plans describing the street lighting improvement and the location of said improvements with an estimate of said costs; and

WHEREAS, on May 12, 2017 Lance Alley of Detroit Edison Community Lighting Group prepared and submitted proposed plans to install one (1) street light at the intersection of McCartney Ave. and State St. for the Turtle Creek Subdivision, Ypsilanti Township, consisting of 121 parcels, which said plans included, *inter alia*, the installation of one (1) **“overhead FED 65 watt autobahn LED with gray housing mounted on a 6’ arm attached to an existing wood pole”** with the cost of said improvements being approximately:

Total Estimate Construction Cost:.....\$1,869.40
Total Lamp Charge For Three (3) Years:.....\$439.56
Contribution (Cost minus 3 years revenue):\$1,429.84
Total Annual Lamp Charges:.....\$ 146.52

WHEREAS, on May 18, 2017 the Township Clerk received notification from the Township Assessor that the cost of providing street lights for the Lakeview Subdivision, Ypsilanti Township, consisting of 121 parcels, which said plans included, *inter alia*, the installation of one (1) **“overhead FED 65 watt autobahn LED with gray housing mounted on a 6’ arm attached to an existing wood pole”** will be **\$2.41** per parcel for a 10-year period; thereafter, said costs shall be estimated at **\$1.22** per parcel for street lighting, based on general benefit; and

WHEREAS, the Township Clerk has given notice to each record owner of or party in interest in property to be assessed, by first class mail, addressed to the record owner or party in interest at the address shown on the tax records, at least 10 (ten) days before the July 18, 2017 public hearing, setting forth the district affected in said request, place and purpose of said public hearing to allow any interested person an opportunity to voice any objection which may be offered against creating said district; and

WHEREAS, the Township Clerk has also published in a newspaper of general circulation the time, place and purpose of said public hearing and the district affected thereto; and

WHEREAS, on July 18, 2017, the Charter Township of Ypsilanti held a public hearing to hear any objections which may be offered against amending said special assessment district.

NOW THEREFORE, BE IT RESOLVED, that the Charter Township of Ypsilanti determines that the request filed by the New West Willow Neighborhood Association members of the Turtle Creek Subdivision, consisting of 121 parcels, on April 18, 2017, is sufficient for all purposes set forth pursuant to Act 188 of the Public Acts of 1954, as amended.

BE IT FURTHER RESOLVED, that a special assessment district #209 be created for the purpose of providing a street light for the Turtle Creek Subdivision, consisting of 121 parcels.

BE IT FURTHER RESOLVED, that the Township Board accepts the plans and estimate of costs as presented by Detroit Edison for the Lakeview Subdivision, consisting of 121 parcels, which said plans included, *inter alia*, the installation of one (1) “**overhead FED 65 watt autobahn LED with gray housing mounted on a 6’ arm attached to an existing wood pole**” will be **\$2.41** per parcel for a 10-year period; thereafter, said costs shall be estimated at **\$1.22** per parcel for street lighting, based on general benefit.

BE IT FURTHER RESOLVED, that the Township Supervisor shall make a special assessment upon all the lands and premises contained herein to defray the expenses of lighting said streets.

BE IT FURTHER RESOLVED, that the Township Board shall hereinafter annually determine on or before September 30 of each year, the amount to be assessed in said district for lighting said streets and shall direct the Township Assessor to levy such amounts therein.

BE IT FURTHER RESOLVED, that when the special assessment roll has been prepared and filed in the office of the Township Clerk, before said assessment roll has been confirmed, the Township Board shall appoint a time and place when it will meet, review and hear any objections to the assessment roll.

BE IT FURTHER RESOLVED, that the Township Board shall give notice of said hearing and filing of the assessment roll in the manner prescribed by statute.

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



Charter Township of Ypsilanti

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

June 28, 2017

Property Owner
Address
City, State Zip

Re: Public Hearing Scheduled for Tuesday, July 18, 2017 at Approximately 7:00pm for the Creation of Streetlight Special Assessment District #209 Turtle Creek #2

Dear Property Owners:

Based on a request from the New West Willow Neighborhood Association, the Charter Township of Ypsilanti Board of Trustees set a public hearing to consider the request for the creation of streetlight special assessment district #209 Turtle Creek #2 for the installation of one (1) streetlight at the intersection of McCartney Ave. and State St.

This will include your property located at: Property Address
Parcel Number

The public hearing will be held on Tuesday, July 18, 2017 at approximately 7:00 p.m. in the Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

The Detroit Edison lamp layout for the proposed new streetlight is located on the back of this letter.

Installation charges for the one (1) streetlight is \$1,429.84. This cost is divided by the one hundred twenty one (121) parcels and is spread over a ten (10) year period and equals \$1.19 per parcel. DTE has fixed the annual lamp charges for the first three (3) years, per agreement to \$146.52. This cost is divided among the one hundred twenty one (121) parcels and equals \$1.22 per parcel. After the third year, the costs will reflect the current rates set by DTE, as well as current electrical usage over the year.

Total estimated annual costs for the additional streetlight would be \$2.41 per parcel, after 10 years the estimated cost would drop to \$1.22 per year

You are welcome to attend the meeting or you may send written comments of approval or objection in advance of the public hearing to the address listed above or by email to klovejoyroe@ytown.org or lgarrett@ytown.org.

To Legally Protest the Streetlight Special Assessment:

An owner or party in interest, or his or her agent, may appear in person at the hearing to protest the special assessment in person, or may file his or her appearance and protest by letter before the hearing, and in that event, personal appearance shall not be required. The owner or any person having an interest in the real property who protests in writing at or before the hearing may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the special assessment roll is confirmed.

If you have any questions or need additional information, please feel free to contact my office.

Sincerely,


Karen Lovejoy Roe, Clerk


Deputy Clerk

lrg
cc: File

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of May 12, 2017 between The Detroit Edison Company ("Company") and Charter Township of Ypsilanti ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated March 28, 2013 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	47530587	
	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	Intersection of McCartney Ave & State St in Ypsilanti Township, as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	1	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install (1) overhead fed 65watt Autobahn LED with gray housing mounted on a 6' arm attached to an existing wood pole.	
5. Estimated Total Annual Lamp Charges	\$146.52	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$1,869.40
	Credit for 3 years of lamp charges:	\$439.56
	CIAC Amount (cost minus revenue)	\$1429.84
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement	
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices Signature: _____	
10. Customer Address for Notices:	Charter Township of Ypsilanti 7200 S Huron River Dr Ypsilanti, MI 48197 Attn: Karen Lovejoy Roe	

11. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) YES NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.

B. Customer will maintain an initial inventory of at least N/A posts and N/A luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at N/A.
Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name: N/A Title: N/A

Phone Number: N/A Email: N/A

The Customer will notify the Company of any changes in the Authorized Customer Representative. The Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by the Company.

D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.

E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.

F. Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer warrantees, the Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at the Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of the Customer.

12. Experimental Emerging Lighting Technology (“EELT”) Terms:

All or a portion of the Equipment consists of EELT: (check one) YES NO

If “Yes” is checked, Customer and Company agree to the following additional terms.

A. The annual billing lamp charges for the EELT equipment has been calculated by the Company are based upon the estimated energy and maintenance cost expected with the Customer’s specific pilot project EELT equipment.

B. Upon the approval of any future MPSC Option I tariff for EELT street lighting equipment, the approved rate schedules will automatically apply for service continuation to the Customer under Option 1 Municipal Street Lighting Rate, as approved by the MPSC. The terms of this paragraph B replace in its entirety Section 7 of the Master Agreement with respect to any EELT equipment purchased under this Agreement.

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

Customer:

The Detroit Edison Company

Charter Township of Ypsilanti

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attachment 1 to Purchase Agreement

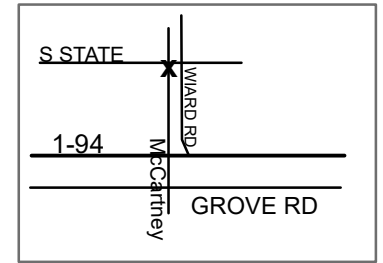
Map of Location

[To be attached]

WL 1:
IN: DET 605D

WL 2:
IN: MULTIPLE LED 65 LLT COBRA - 7 PIN - GRAY
IN: OH CODE S46
IN: PCLL
L 65 AFW165 -- 9000 YPSIL -- A230 -- 531
IN: DET 605D

YPSILANTI TOWNSHIP
IN (1) 65W LLT LED
GRAY
EXHIBIT B



McCartney

WILLOW RUN FRWY

STATE RD

STATE RD

EXT 186' 6A6D-SC

IN 80'
6A6D-SC

BEVERLY ST

McCartney

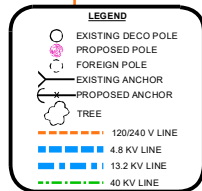
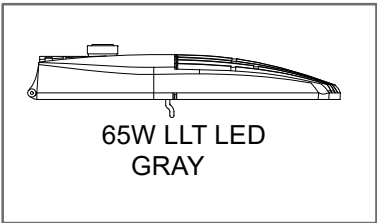
MAPPING NOTE
186' OF 6A6D-SC IS EXISTING IN THE FIELD
FEEDING SECURITY CAMERA AT WL 1

Streetlight Billing Summary
A230 - YPSILANTI TWP OF
9000 YPSIL IN 1 *531
Created on: 5/3/2017 3:37:30 PM

JOB NOTE
**INSTALL STREETLIGHT BELOW JOINT USE
CONTACTS
**KEEP 40" MINIMUM CLEARANCE OF JOINT USE
CONTACTS
**STREETLIGHT TO BE INSTALLED FOR BUS STOP

PWO 47530587 8.5X11 L

S PASADENA AVE



DTE Energy
DTE Electric - Distribution Engineering and Planning

Service Planner		Work Order Description					
Lee, Linda K		sl - nbus 1 OH McCartney Ave. & State Rd. Ypsilanti Twp.					
Phone	734.397.4169	Work Order #	GIS-DSN	COH	CUL	CUG	PLC
		47537984	47537968	47538000			
Supervisor	Brian R Kinnick	Service Center	ANN	Worksite City	YPSILANTI	Worksite Twp	YPSILANTI
Phone	734.397.4024	JU Work to be Performed				JU	RSD
Planning Engineer		JU Company	Contact	Email		Phone	
Phone		JU Company	Contact	Email		Phone	
		CUE Number	Ver	Plot Date	Scale	Town	Range
		720026	1	5/11/2017	NTS	03S	07E
						Section	Qtr
						13	

YpsiTwp- Turtle Creek

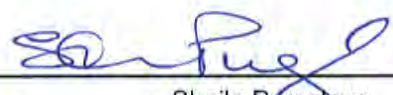
AFFIDAVIT OF PUBLICATION

PUBLIC NOTICE Public Act of 2002 Proceedings - Notice of Special Assessment Hearing - Township of Ypsilanti, Washtenaw County, Michigan TO: THE RESIDENTS AND PROPERTY OWNERS OF THE TOWNSHIP OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN AND ANY OTHER INTERESTED PERSONS PLEASE TAKE NOTICE that the Township Board of the Charter Township of Ypsilanti proposes to install one streetlight at the intersection of McCartney Ave. and State St. in the Turtle Creek Area and to create Street Light Special Assessment District #209 Turtle Creek #2 for the recovery of the cost of installation and operation by special assessment against the properties benefited therein. PLEASE TAKE FURTHER NOTICE that the district within which the forgoing improvements are proposed to be constructed and within which the cost thereof is proposed to be assessed is more particularly described as follows: COMMONLY KNOWN AS TURTLE CREEK/WEST WILLOW PLEASE TAKE FURTHER NOTICE that said plans and special assessment district map may be examined at the office of the Township Clerk from the date of this notice until and including the date of the public hearing heron and may further be examined at such public hearing. PLEASE TAKE FURTHER NOTICE that a public hearing upon such proposed special assessment district, location and estimated costs will be held at the Charter Township of Ypsilanti Civic Center, 7200 S. Huron River Drive, Ypsilanti Township, MI commencing at approximately 7:00pm on Tuesday, July 18, 2017. An owner or party in interest, or his or her agent, may appear in person at the hearing to protest the special assessment in person, or may file his or her appearance and protest by letter before the hearing, and in that event, personal appearance shall not be required. The owner or any person having an interest the real property who protests in writing at or before the hearing may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the special assessment roll is confirmed. If the special assessment roll is confirmed, the Township Board intends to hold a public hearing once each year in future years to reassess property in the special assessment district for the costs in the next year, and will provide notice of such hearing by publication in the newspaper only, unless the amount to be specially assessed increases by more than 10 percent in any one year, then mailed notice of the public hearing will be provided to owners of property to be specially assessed. The Ypsilanti Township Board will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting or public hearing, to individuals with disabilities upon a 10 day notice to the Ypsilanti Township Board by writing or calling KAREN LOVEJOY ROE, CLERK, 7200 S. HURON RIVER DRIVE, YPSILANTI, MI 48197 (734)484-4700. KAREN LOVEJOY ROE, CLERK CHARTER TOWNSHIP OF YPSILANTI
Publish: Monday, July 3, 2017
07/03

(Affidavit of Publisher)

STATE OF MICHIGAN,
ss.
COUNTY OF WASHTENAW

The undersigned, an employee of the publisher of Washtenaw County Legal News, having knowledge of the facts, being duly sworn deposes and says that a notice, a true copy of which is annexed hereto, was published in Washtenaw County Legal News a newspaper circulated in Washtenaw County on July 3, 2017 A.D.



Sheila Pursglove

Subscribed and sworn before me on this 5th day of July 2017 A.D.



Suzanne Ketner

Notary Public Washtenaw County, Michigan. My commission expires: October 16, 2018 Acting in Washtenaw County, Michigan.

Attorney: Ypsilanti Twp. - Ypsilanti Twp.
AttorneyFile#:
Notice#: 1320078

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Karen Lovejoy Roe, Clerk
From: Michael Radzik, OCS Director
Re: **Request to approve the First Amendment to the Master Deed of the Manors at Creekside Village portion of Planned Development #25**
Copy: McLain & Winters
Date: August 3, 2017

At the July 18, 2017 meeting of the Board of Trustees, a request to approve the First Amendment to the Master Deed of the Manors at Creekside Village portion of Planned Development #25 was tabled. A copy of the original request with supporting documents is enclosed for reference and contains no changes.

The original request was tabled in order to obtain answers to questions posed by Board members. Here is a summary of questions with responses.

1. Are the bylaws restrictions for fences and sheds in Manors of Creekside Village in alignment with the bylaws of the Creekside Village South portion of PD #25?
 - a. There was an assumption made that Creekside Village South bylaws do not allow fences, which was incorrect; it does allow fences of any type other than chain link style. The current members of the Homeowner's Association have chosen not to approve any fence requests, but future members may do so. The bylaws currently in place for Manors at Creekside Village allow four foot fences; the amendment would further restrict them to picket-style design comprised of wrought iron, aluminum or other approved material, and black in color.
 - b. The Creekside Village South bylaws do not specifically address sheds and the Homeowner's Association interprets that sheds are not allowed. The current bylaws for Manors of Creekside Village allows sheds; the amendment establishes dimensional restrictions of 120 square feet and 14 feet high.
2. Do the sketch map references on several pages of Exhibit B entitled, "Replat No. 1 of Creekside Village South Washtenaw County Condominium Subdivision Plan No. 483," make any changes or otherwise impact the Creekside Village South development?
 - a. No. Those are map references that identify the adjoining property.

CHARTER TOWNSHIP OF YPSILANTI

At the Board's direction, a representative of the Creekside Village South homeowner's association was contacted. HOA President Rick Baker indicated that the HOA's agreement with Lombardo Homes was limited to restricting the style of houses to be built in the Manors of Creekside Village, and not that the bylaws would be kept the same. He further expressed a desire to have fences in the Manors of Creekside Village be uniform in order to prevent having a "hodge podge" of different styles and colors. The style, color and height restrictions contained in the proposed master deed amendment achieves that goal.

I respectfully conclude that the proposed First Amendment to the Master Deed for the Manors of Creekside Village is acceptable to all interested parties and approval is recommended.

Please place this item back on the next available Board of Trustees meeting agenda for consideration.

Sincerely,

Michael Radzik
Director | Office of Community Standards

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Karen Lovejoy Roe, Clerk
From: Mike Radzik, OCS Director
Re: **Request to approve the First Amendment to the Master Deed of the Manors at Creekside Village portion of Planned Development #25.**
Copy: McLain & Winters
Date: July 7, 2017

Lombardo Homes on behalf of S.E. Michigan Land Holdings, LLC has submitted the enclosed First Amendment to the Master Deed of the Manors at Creekside Village portion of Planned Development #25 with the associated Replat No. 1 of Washtenaw County Condominium Subdivision Plan No. 591. This master deed amendment has been reviewed by the township attorney and is in proper form for execution and recordation with the Washtenaw County Register of Deeds.

Here is a summary of changes contained in this amendment:

- Acknowledges the maintenance responsibility of the detention pond and open space areas within the condominium.
- Allows the Township to SAD the units within the condominium should these areas not be properly maintained.
- Changes fencing requirements in the bylaws.
- Changes shed requirements in the bylaws.
- Adds a monotony rule to the condominium (i.e. no similar front elevations both in style and color of any residence shall be duplicated on a unit on either side or directly across the street).
- Adjusts lot lines on units 3 through 6, 17 through 19, 44 and 45. As currently configured, no homes will fit on units 18, 19 44 or 45, and the adjustment will allow homes to fit on those lots.
- Corrects the dimensions of unit 32 previously in error.

Thank you for your consideration. Please contact me with questions or concerns.

Regards,

Michael J. Radzik

Director, Office of Community Standards

7200 S. Huron River Drive • Ypsilanti, MI 48197 • (734) 485-4393



**FIRST AMENDMENT TO MASTER DEED
OF MANORS AT CREEKSIDE VILLAGE**

S.E. Michigan Land Holding LLC, a Michigan limited liability company, the address of which is 13001 23 Mile Road, Suite 200, Shelby Township, Michigan 48315, being (a) the Developer of Manors at Creekside Village, a residential condominium project located in Washtenaw County, Michigan (the “Condominium Project”), established pursuant to the Master Deed thereof recorded in Liber 4880, Page 66, Washtenaw County Records (the “Master Deed”), and designated as Washtenaw County Condominium Subdivision Plan No. 591, and (b) the Co-owner of Units 3 through 6, both inclusive, 17 through 19, both inclusive, 32, 44 and 45 of the Condominium Project, hereby amends the Master Deed pursuant to Article VIII thereof and Section 2.B. 41 of Article VI of the Bylaws for the purposes described below. Upon the recording of this First Amendment to Master Deed in the office of the Washtenaw County Register of Deeds, the Master Deed (including the Bylaws and Condominium Subdivision Plan attached thereto as Exhibits A and B, respectively) will be amended as follows:

1. Article VII of the Master Deed is hereby amended to add a new subparagraph (m) that reads as follows:

The Project is subject to a certain Planned Development Agreement entered into by the Developer and the Township. Pursuant to such Planned Development Agreement:

(i) No part of the storm water detention areas within the Project shall be allowed to remain unkempt, all grass and growth shall be maintained and cut in accordance with Township ordinances and the inlets and outlets shall be kept functioning.

(ii) Without abrogating or limiting Developer’s continuing responsibility to maintain the detention areas during the period of construction thereof, the Association, to the extent not the responsibility of the Office of the Washtenaw County Water Resources Commissioner, shall be responsible for preserving, retaining, maintaining and keeping operational any detention areas and inlet and outlet areas, whether arising under the Planned Development Agreement or any other open space maintenance agreements or other maintenance and/or easement agreements entered into with the Township or other governmental entities, from the date of certification by the Township engineer that he has inspected the required improvements and is reasonably satisfied they are proper and complete. Upon the completion of the storm water and detention

facilities within the Project (excluding leads that exclusively serve one Unit) and the approval of such storm drainage and detention facilities by the Washtenaw County Water Resources Commissioner, the Association, to the extent not the responsibility of the Office of the Washtenaw Water Resources Commissioner, shall be responsible for the maintenance of such storm drainage and detention facilities and Developer shall have no further maintenance obligations in connection therewith.

(iii) In the event Developer and/or the Association at any time fail to maintain or preserve the detention areas and the inlet and outlet areas in accordance with the Planned Development Agreement, the Township or the Washtenaw County Water Resources Commissioner's Office may serve written notice by certified mail upon Developer and the Association, as applicable, setting forth the deficiencies in Developer's or the Association's maintenance and/or preservation of the detention areas and inlet and outlet areas in accordance with the Planned Development Agreement. The written notice shall include a demand that deficiencies of maintenance and/or preservation be cured within thirty (30) days of the date of said notice. If the deficiencies set forth in the original notice or any subsequent notice are not cured within the thirty (30) day period, the Township, in order to prevent the detention areas and inlet and outlet areas from becoming a nuisance, may enter upon the detention areas and inlet and outlet areas and perform the required maintenance and/or preservation to cure the deficiencies. The Township's cost to perform any such maintenance and/or preservation, together with a ten (10%) percent surcharge for administrative costs, shall be assessed equally against each Unit within the Project, placed on the next Township roll as a special assessment and collected in the same manner as general property taxes.

2. Section 2.B.9 of Article VI of the Bylaws is hereby amended and restated in its entirety to read as follows:

9. No fencing of any type is allowed within any Unit, except for a fence which is (i) not more than four (4) feet in height, (ii) a picket-style design and comprised of wrought iron, aluminum or another material approved by Developer, (iii) black in color, (iv) approved by Developer in writing, and (v) in compliance with Ypsilanti Township's ordinance requirements. In no event may any fence be located nearer to any front Unit boundary line than the horizontal midpoints, each measured separately, of the exterior side walls of the Residence, provided, however, that notwithstanding the foregoing, if a Residence (excluding the portion thereof consisting of an attached garage) has an entry door on the side of the Residence, a fence on the side of the house that such entry door is located may extend from the rear of the Residence toward the front of the Residence to a point that is not more than five (5) feet past the point of such door which is closest to the front of the Residence. In addition, if a sidewalk is located within the side yard of a corner Unit, no fence installed within such corner Unit may be located closer than two (2) feet to such sidewalk. A Co-owner shall also obtain such permits and other approvals as may be required for such fencing by Ypsilanti Township. Nothing contained in the foregoing shall prohibit the installation of so-called "invisible" fencing which is installed underground provided the plans therefor are approved by Developer in writing.

3. Section 2.B.11 of Article VI of the Bylaws is hereby amended and restated in its entirety to read as follows:

11. No tent, shack, shed, barn, tree house or other similar outbuilding or structure shall, except as otherwise provided in this Article VI or except as otherwise approved in writing by Developer in its sole discretion, be placed in any Unit at any time, either temporarily or permanently, provided that a shed may be placed in a Unit provided that (i) the shed may be no larger than 120 square feet, (ii) the height of the shed may not exceed fourteen (14) feet as measured from the bottom of the shed to the top most element of the roof of the shed, (iii) the shed must be located within the rear of a Unit and not closer than five (5) feet to any boundary line of the Unit, (iv) the shed is used only as a storage facility, (v) all other aspects of the shed, including the materials comprising the same, are approved by the Developer in writing and (vi) the shed conforms to all Ypsilanti Township ordinances. No tools, equipment or other items of personal property shall be kept or stored immediately adjacent to the shed (e.g., no item leaning or propped against the exterior of the shed). Plans for swimming or bath houses must be specifically approved by Developer and Ypsilanti Township. Notwithstanding the foregoing, camping out in a tent that is erected in the rear yard of a Unit behind a fence installed pursuant to Section 2.B.9. above is permitted provided that such activity is on a temporary, infrequent basis and does not become or constitute a nuisance or unreasonable source of annoyance to the occupants of other Units.

4. Section 2.B.25 of Article VI of the Bylaws is hereby amended and restated in its entirety to read as follows:

25. No substantially similar front elevation both in style and color of any Residence shall be duplicated on the Unit on either side of the Unit within such Residence is located or the Unit directly across from the front yard of the Unit in question unless approved by Developer as provided in Parts E and F below.

5. Amended Sheets 1 through 8 of Replat No. 1 of the Condominium Subdivision Plan of Manors at Creekside Village, as attached hereto, shall replace and supersede Sheets 1 through 8 of the Condominium Subdivision Plan of Manors at Creekside Village as previously recorded, and Sheets 1 through 8 of the Condominium Subdivision Plan of Manors at Creekside Village as previously recorded shall be of no further force or effect.

6. In all other respects, other than as hereinabove indicated, the Master Deed of Manors at Creekside Village, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B and recorded as aforesaid, is hereby ratified and confirmed.

Dated this _____ day of _____, _____.

S.E. MICHIGAN LAND HOLDING LLC, a
Michigan limited liability company

By: _____
Anthony F. Lombardo, Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by Anthony F. Lombardo, the Manager of S.E. Michigan Land Holding LLC, a Michigan limited liability company, on behalf of the limited liability company.

Notary Public

County, Michigan
My commission expires: _____
Acting in _____ County, Michigan

Prepared by and when recorded, return to:
Timothy M. Koltun, Esq.
Clark Hill PLC
500 Woodward Avenue, Suite 3500
Detroit, Michigan 48226

[Signature page to First Amendment to Master Deed of Manors at Creekside Village]



Know what's below. Call before you dig.

THE LOCATIONS OF EXISTING UTILITIES SHOWN ON THIS PLAN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY DATA. ATWELL, LLC AND ITS REPRESENTATIVE ENGINEER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED ON THIS PLAN. THE EXACT LOCATION OF ALL UTILITIES SHALL BE DETERMINED BY FIELD SURVEY AND ALL DAMAGES WHICH MIGHT BE INCURRED BY EXCAVATION, LOCATE AND UNDERGROUND UTILITIES.

NOTICE: CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL PERSONS IN THE WORK OF ANY NEARBY UTILITIES. ATWELL, LLC AND ITS REPRESENTATIVE ENGINEER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED ON THIS PLAN. THE EXACT LOCATION OF ALL UTILITIES SHALL BE DETERMINED BY FIELD SURVEY AND ALL DAMAGES WHICH MIGHT BE INCURRED BY EXCAVATION, LOCATE AND UNDERGROUND UTILITIES.



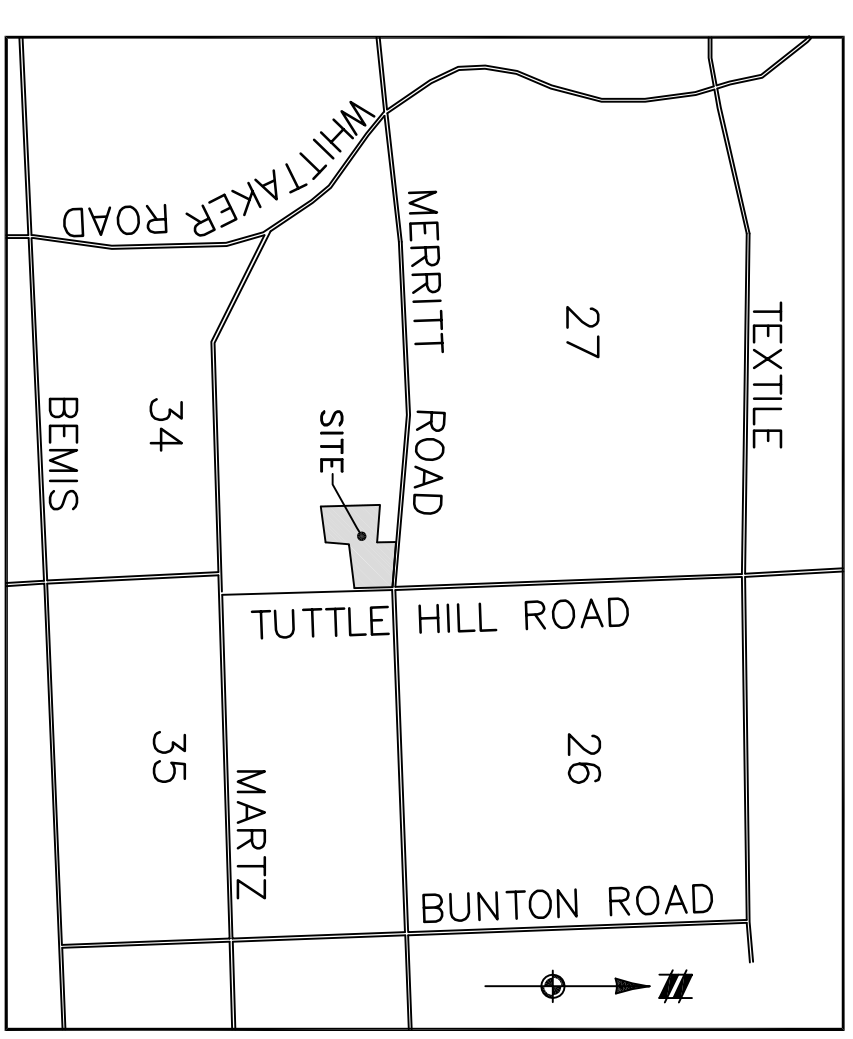
666.850.4200 www.atwell-group.com
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
248.447.2000

SECTION 34
TOWN 3 SOUTH, RANGE 7 EAST
YPSILANTI TOWNSHIP
WASHTENAW COUNTY, MICHIGAN

COMPOSITE SURVEY PLAN MANORS AT CREEKSIDE VILLAGE
S.E. MICHIGAN LAND HOLDING LLC

DATE	06/15/2017
12/27/10 URBAN	
04/07/14 INT 32 DIMS	
05/15/17 REPEAT NO. 1	

SCALE	0 50 100		
1" = 100 FEET			
REVISIONS			
PR.	DH	CH	ME
PLM.	J. CECIL		
BOOK	1099		
JOB	LV1514		
SHEET NO.	2		



SURVEYOR'S CERTIFICATE:

I, MICHAEL D. EMBREE, LICENSED PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 591, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.

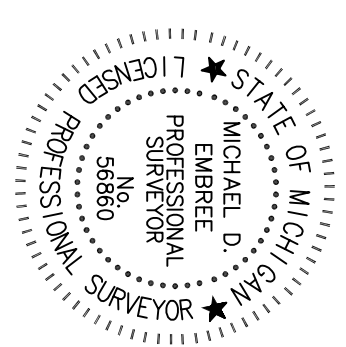
THAT THE REQUIRED MONUMENTS AND IRON MARKERS WILL BE LOCATED IN THE GROUND WITHIN 1 YEAR FROM THE RECORDATION OF THIS PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

PROPOSED DATED - JUNE 15, 2017

MICHAEL D. EMBREE
LICENSED PROFESSIONAL SURVEYOR NO. 56860
ATWELL, LLC
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
(248) 447-2000



NORTHEAST CORNER SECTION 34, T3S, R7E YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN
60 FT. WIDE EASEMENT TO THE BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF WASHTENAW LIBER 4288, PAGE 558

60 FT. WIDE EASEMENT TO THE BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF WASHTENAW LIBER 4288, PAGE 558

TUTTLE HILL ROAD (60 FT. 1/2 WIDTH) & EAST LINE SECTION 34

EAST 1/4 CORNER SECTION 34, T3S, R7E YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

REPLAT NO. 1 OF CREEKSIDE VILLAGE SOUTH WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 483

APPROXIMATE LOCATION OF THE CENTERLINE OF DERBYSHIRE DRAIN

EXISTING 50' EASEMENT FOR SANITARY SEWER LIBER 4294, PAGE 13, W.C.R.

COORD. NO.	NORTHING	EASTING
1	10000.00	10000.00
2	9939.67	10001.06
3	9944.95	9940.96
4	9038.93	9956.96
5	8992.21	9354.41
6	8782.87	9344.34
7	8739.47	8700.30
8	9814.45	8683.59
9	9761.66	9284.48
10	10002.96	9280.74

NORTH 1/4 CORNER SECTION 34 T3S, R7E YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

LEGEND	
○	IRON PIPE
●	CONCRETE MONUMENT
○ U.P.	UTILITY POLE
○ 13	COORDINATE POINT
POB	PLACE OF BEGINNING

BENCHMARK:
RR SPIKE IN POWER POLE AT SW CORNER OF MERRITT ROAD & TUTTLE HILL ROAD.
ELEV: 707.61 (NAVD 88)

BEARINGS ARE BASED ON:
CREEKSIDE VILLAGE WEST, LIBER 35, PAGES 36-66, WASHTENAW COUNTY RECORDS.

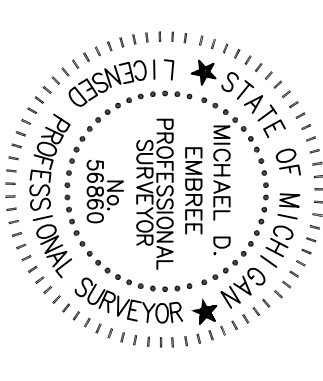
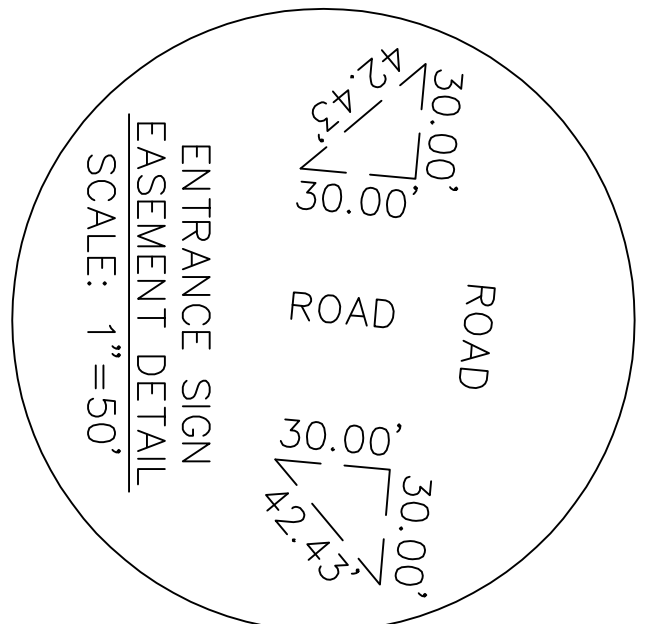
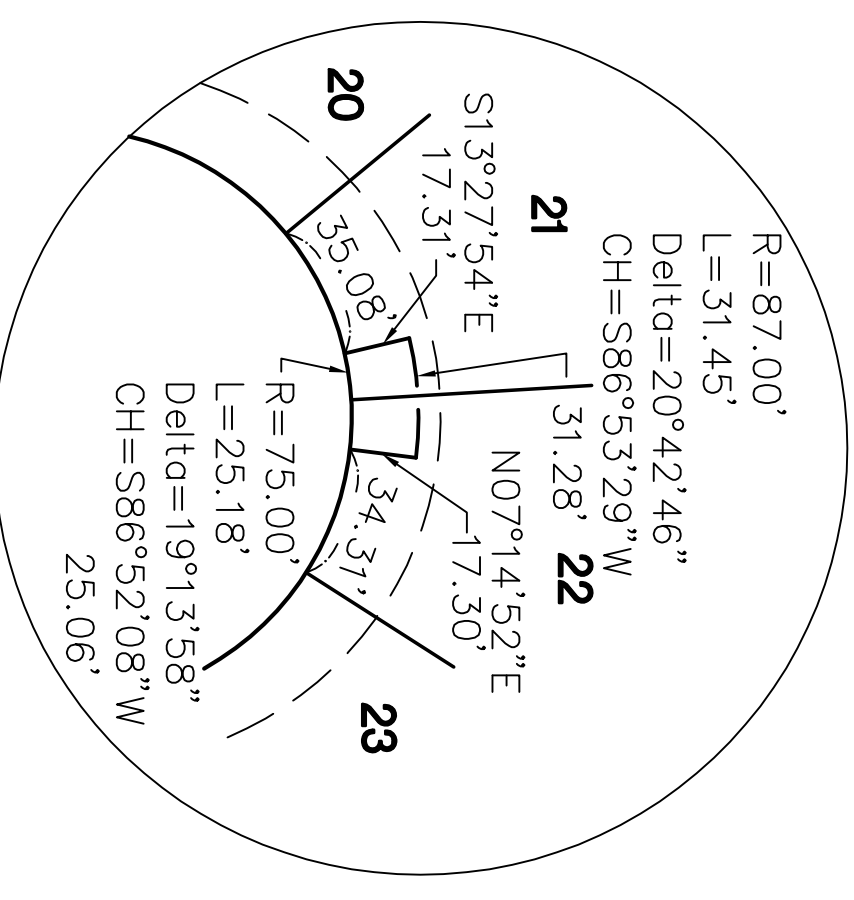
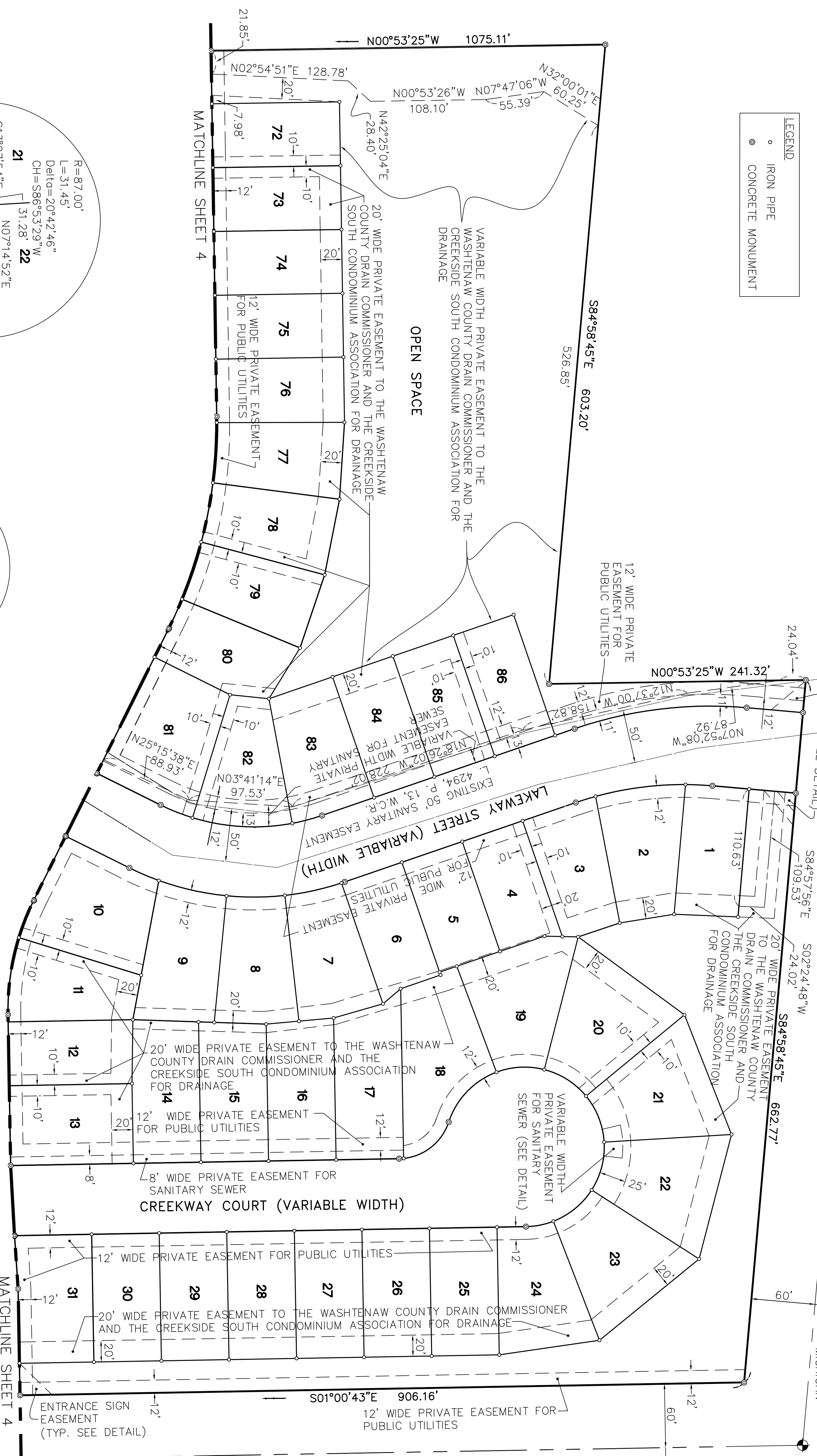
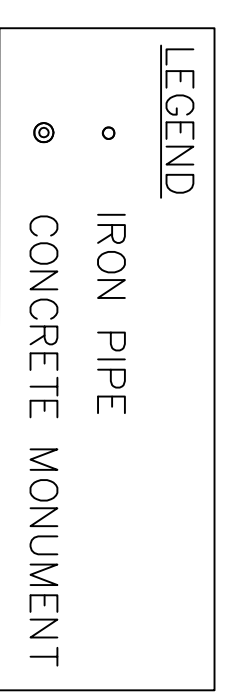
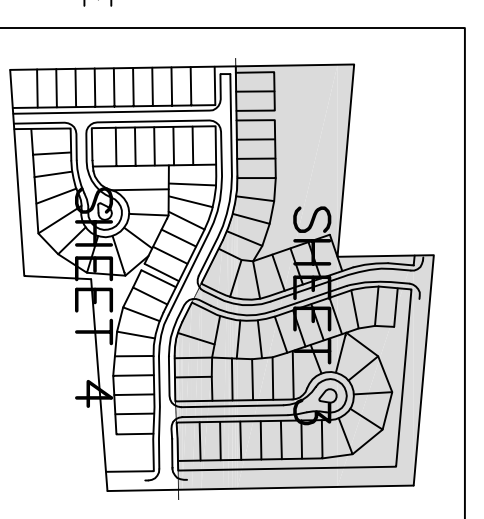
COMPOSITE SURVEY PLAN
MANORS AT CREEKSIDE VILLAGE

NORTH 1/4 CORNER
SECTION 34
T3S, R7E
YPSILANTI TOWNSHIP,
WASHTENAW COUNTY, MICHIGAN

60 FT. WIDE EASEMENT TO
THE BOARD OF COUNTY ROAD
COMMISSIONERS OF THE
COUNTY OF WASHTENAW
LIBER 4288, PAGE 558

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NORTHEAST CORNER
SECTION 34, T3S, R7E
YPSILANTI TOWNSHIP,
WASHTENAW COUNTY,
MICHIGAN



PROPOSED DATED - JUNE 15, 2017

MICHAEL D. EMBREE
LICENSED PROFESSIONAL SURVEYOR NO. 56860
ATWELL, LLC
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
(248) 447-2000

**SURVEY PLAN
MANORS AT CREEKSIDE VILLAGE**

<p>DATE: 06/15/2017</p> <p>CLIENT: S.E. MICHIGAN LAND HOLDING LLC</p> <p>PROJECT: SURVEY PLAN MANORS AT CREEKSIDE VILLAGE</p>	SECTION 34	<p>811 Know what's below. Call before you dig. THE LOCATIONS OF EXISTING SHOWN ARE APPROXIMATE. ANY INFORMATION AND TAKE-NOTICE FROM THIS SURVEY IS FOR INFORMATION ONLY. THE EXACT LOCATION OF ALL UTILITIES, CONDUITS, AND ALL DIMENSIONS WHICH MIGHT BE FOUND IN EXISTING COUPLER AND UNDERGROUND UTILITIES.</p> <p>NOTICE: CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE USER. THE ENGINEER SHALL BE RESPONSIBLE FOR SAFETY OF THE WORK OF ANY NEARBY PERSONS.</p> <p>COPYRIGHT © 2017 ATWELL, LLC. ALL RIGHTS RESERVED. REPRODUCTION OF THIS SURVEY WITHOUT THE WRITTEN CONSENT OF ATWELL, LLC IS PROHIBITED.</p>
	TOWN 3 SOUTH, RANGE 7 EAST	
	YPSILANTI TOWNSHIP	
<p>SCALE 0 25 50 1" = 50 FEET</p> <p>REVISIONS</p> <p>DATE: 06/15/2017</p> <p>BY: J. CEJIL</p> <p>CHK: ME</p> <p>BOOK: 1099</p> <p>JOB: LV01514</p> <p>SHEET NO.: 3</p>	<p>WASHTENAW COUNTY, MICHIGAN</p> <p>866.850.4200 www.atwell-group.com</p> <p>TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000</p>	

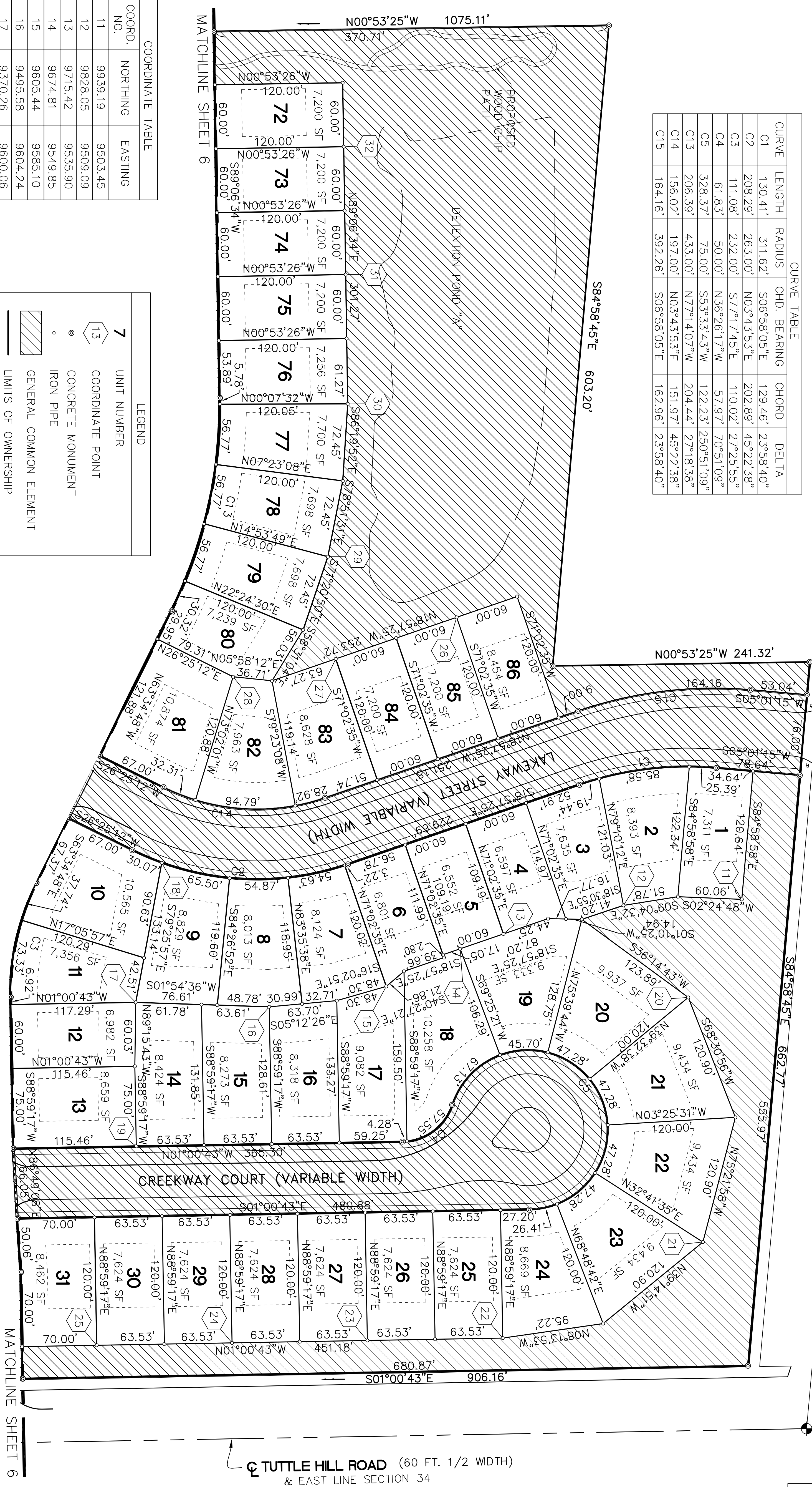
NORTH 1/4 CORNER
SECTION 34
T3S, R7E
YPSILANTI TOWNSHIP,
WASHTENAW COUNTY, MICHIGAN

S84°58'45"E 2652.35'

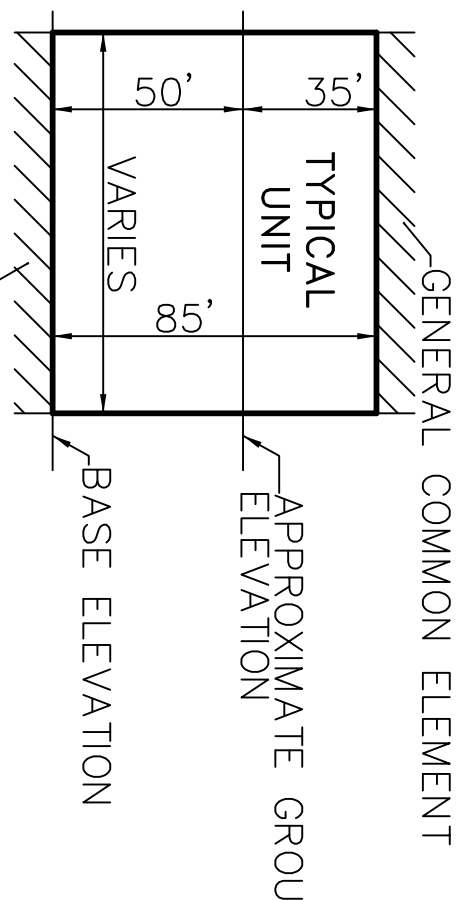
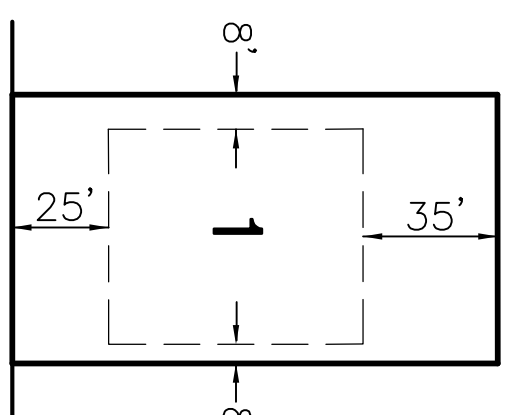
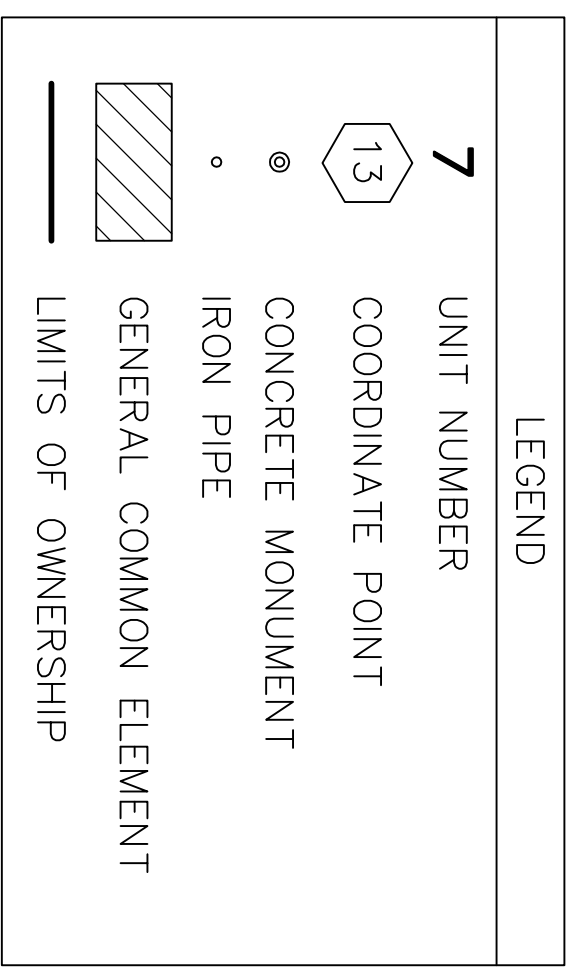
6 MERRITT ROAD (60 FT. 1/2 WIDTH)
& NORTH LINE SECTION 34

NORTHEAST CORNER
SECTION 34, T3S, R7E
YPSILANTI TOWNSHIP,
WASHTENAW COUNTY
MICHIGAN

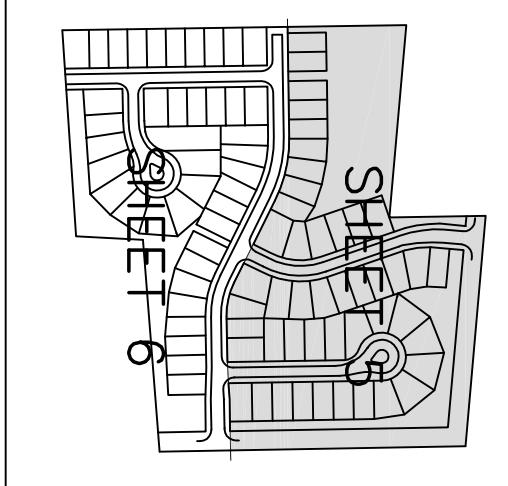
CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C1	130.41'	311.62'	506.58'05"E	129.46' 23°58'40"
C2	208.29'	263.00'	N03°43'53"E	202.89' 45°22'38"
C3	111.08'	232.00'	S77°17'45"E	110.02' 27°25'55"
C4	61.83'	50.00'	N36°26'17"W	57.97' 70°51'09"
C5	328.37'	75.00'	S53°33'43"W	122.23' 250°51'09"
C13	206.39'	433.00'	N77°14'07"W	204.44' 27°18'38"
C14	156.02'	197.00'	N03°43'53"E	151.97' 45°22'38"
C15	164.16'	392.26'	S06°58'05"E	162.96' 23°58'40"



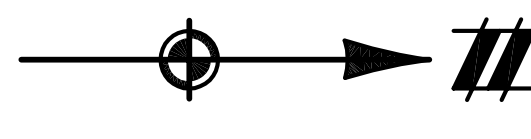
COORDINATE TABLE		
COORD. NO.	NORTHING	EASTING
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12	9828.05	9509.09
13	9715.42	9535.90
14	9674.81	9549.85
15	9605.44	9585.10
16	9495.58	9604.24
17	9370.26	9600.06
18	9394.68	9469.17
19	9370.82	9735.07
20	9888.90	9595.42
21	9902.63	9824.90
22	9714.77	9915.02
23	9587.73	9917.27
24	9460.69	9919.51
25	9333.65	9921.75
26	9671.51	9238.86
27	9558.02	9277.84
28	9461.67	9294.58
29	9550.60	9181.98
30	9569.24	9038.60
31	9567.35	8917.34
32	9565.49	8797.36



NOTES:
1. DETENTION POND A AND ROAD IMPROVEMENTS SERVING UNIT 1 THROUGH UNIT 86 MUST BE BUILT. ALL OTHER IMPROVEMENTS SHOWN ON THIS PLAN NEED NOT BE BUILT.

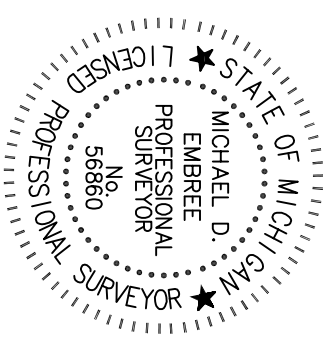


KEY MAP
NOT TO SCALE



SITE PLAN
MANORS AT CREEKSIDE VILLAGE

MICHAEL D. EMBREE
LICENSED PROFESSIONAL SURVEYOR NO. 56860
ATWELL, LLC
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
(248) 447-2000



PROPOSED DATED - JUNE 15, 2017

SHEET NO. 5

DATE	06/15/2017
CLIENT	S.E. MICHIGAN LAND HOLDING LLC
PROJECT	SITE PLAN MANORS AT CREEKSIDE VILLAGE
SECTION	SECTION 34 TOWN 3 SOUTH, RANGE 7 EAST YPSILANTI TOWNSHIP WASHTENAW COUNTY, MICHIGAN
SCALE	1" = 50 FEET
DR.	DM
CHK.	ME
BOOK	1099
JOB	LVO1514
SHEET NO.	5

ATWELL
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248.447.2000

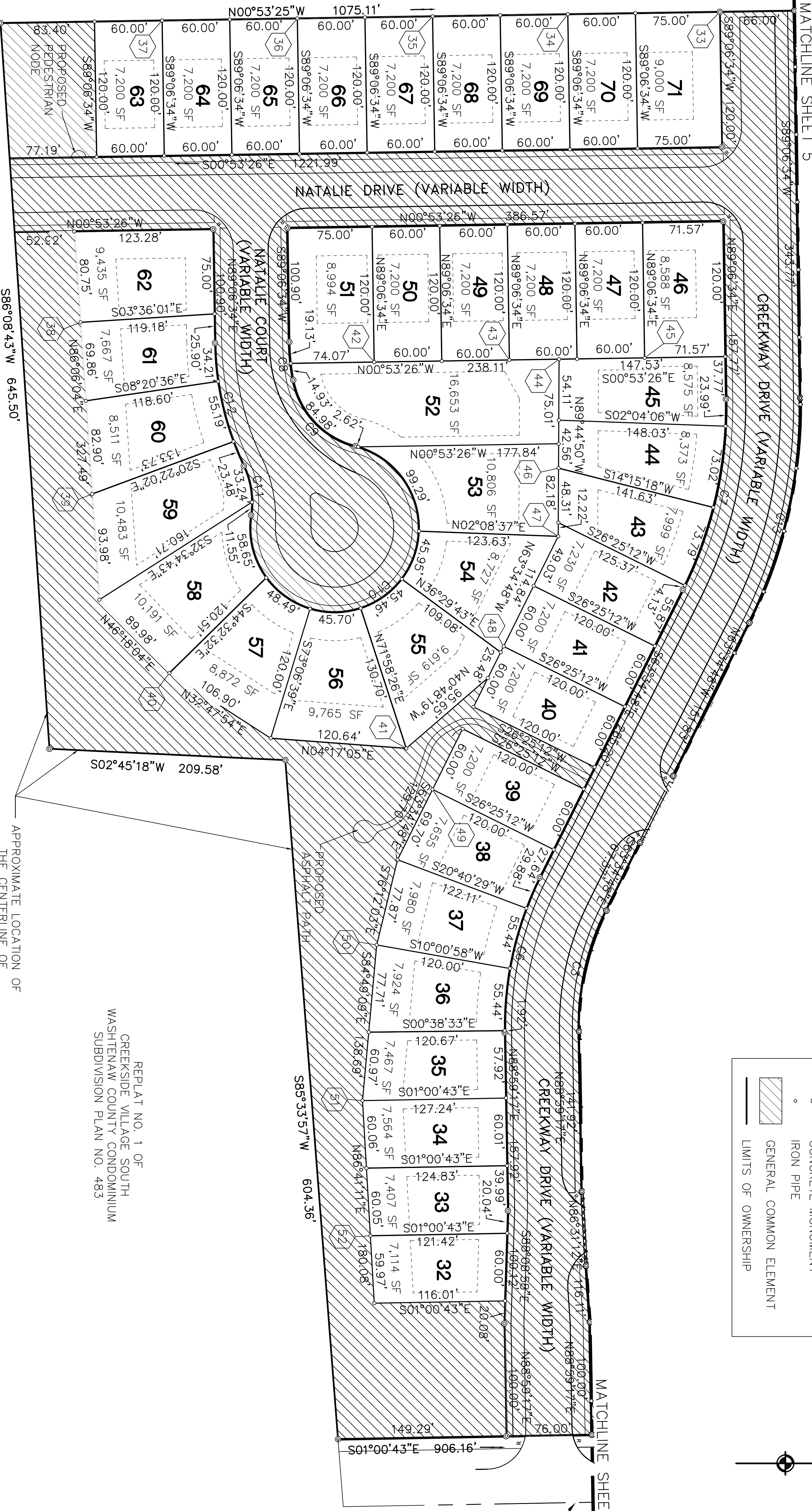
811 Know what's below. Call before you dig.
THE LOCATIONS OF EXISTING UTILITIES ARE SHOWN FOR INFORMATION ONLY. THE EXACT LOCATION OF ALL UTILITIES IS NOT GUARANTEED. CALL 811 AT LEAST 48 HOURS BEFORE ANY EXCAVATION WORK. ANY DAMAGE TO UTILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR. ATWELL, LLC IS NOT RESPONSIBLE FOR ANY DAMAGE TO UTILITIES OR PERSONS. COPYRIGHT © 2017 ATWELL, LLC. ALL RIGHTS RESERVED. REPRODUCTION OF THIS PLAN WITHOUT THE WRITTEN PERMISSION OF ATWELL, LLC IS PROHIBITED.

MATCHLINE SHEET 5

CREEKWAY DRIVE (VARIABLE WIDTH)

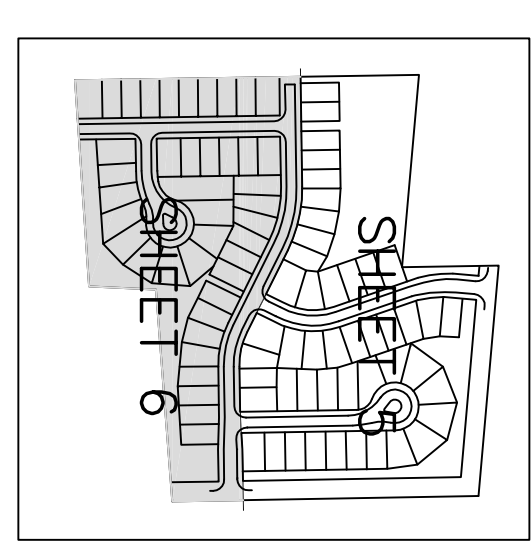
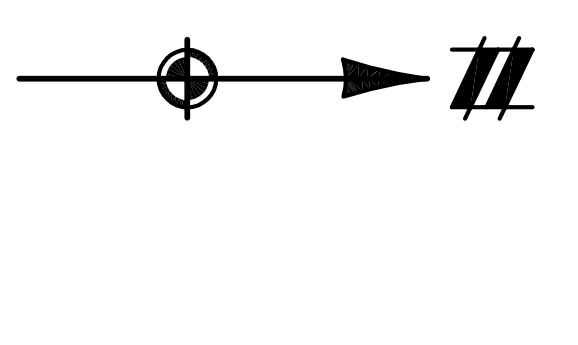
NATALIE DRIVE (VARIABLE WIDTH)

NATALIE COURT (VARIABLE WIDTH)



LEGEND

- 7 UNIT NUMBER
- 13 COORDINATE POINT
- CONCRETE MONUMENT
- IRON PIPE
- GENERAL COMMON ELEMENT
- LIMITS OF OWNERSHIP



COORDINATE TABLE

COORD. NO.	NORTHING	EASTING
33	9377.80	8690.38
34	9242.82	8692.48
35	9122.83	8694.35
36	9002.85	8696.21
37	8882.86	8698.08
38	8810.40	8965.87
39	8820.79	9118.27
40	8889.35	9277.09
41	9099.51	9344.01
42	9071.03	9001.19
43	9191.02	8999.32
44	9235.04	8998.64
45	9311.00	8997.46
46	9234.62	9095.30
47	9234.35	9155.83
48	9185.84	9253.48
49	9122.79	9380.37
50	9073.21	9518.42
51	9060.68	9656.53
52	9067.62	9776.44

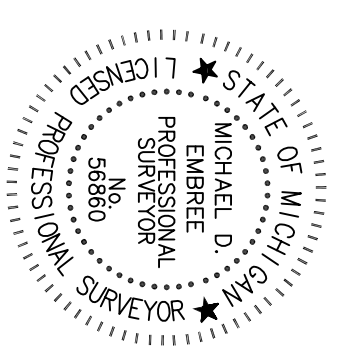
REPLAT NO. 1 OF
CREEKSIDE VILLAGE SOUTH
WASHTENAW COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 483

APPROXIMATE LOCATION OF
THE CENTERLINE OF
DERBYSHIRE DRAIN

CURVE TABLE

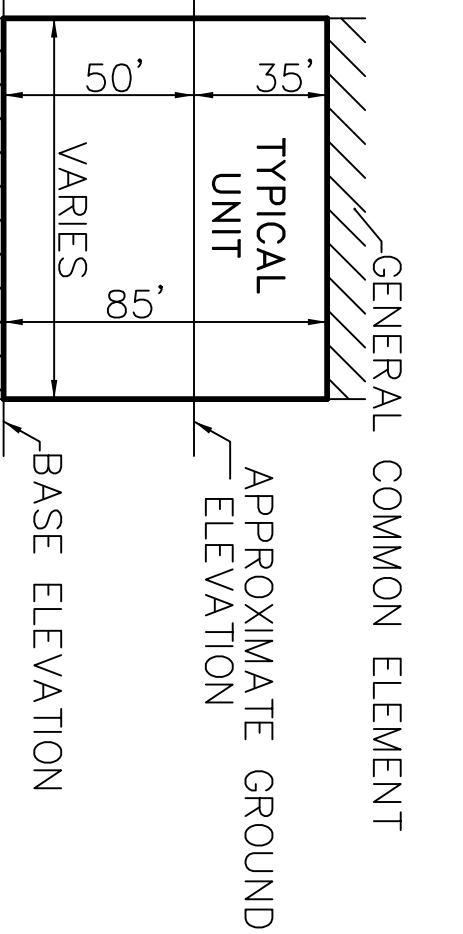
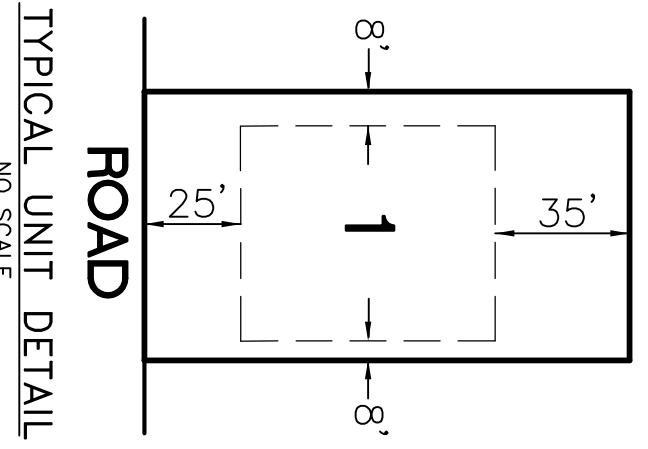
CURVE	LENGTH	RADIUS	CHD. BEARING	CHORD	DELTA
C3	111.08'	232.00'	S77°17'45"E	110.02'	27°25'55"
C6	142.68'	298.00'	S77°17'45"E	141.32'	27°25'55"
C7	174.93'	367.00'	N77°14'07"W	173.28'	27°18'38"
C8	34.06'	197.00'	N84°09'25"E	34.01'	9°54'18"
C9	84.98'	75.00'	N46°44'46"E	80.50'	64°55'00"
C10	346.17'	75.00'	N33°29'11"W	111.08'	126°42'06"
C11	44.80'	75.00'	S81°37'42"W	44.13'	34°13'19"
C12	112.88'	263.00'	N76°48'48"E	112.02'	24°35'32"
C13	206.39'	433.00'	N77°14'07"W	204.44'	27°18'38"

NOTES:
1. DETENTION POND A AND ROAD IMPROVEMENTS SERVING UNIT 1 THROUGH UNIT 86 HAVE BEEN BUILT. ALL OTHER IMPROVEMENTS SHOWN ON THIS PLAN NEED NOT BE BUILT.



PROPOSED DATED - JUNE 15, 2017

MICHAEL D. EMBREE
LICENSED PROFESSIONAL SURVEYOR NO. 56860
ATWELL, LLC
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
(248) 447-2000



SITE PLAN
MANORS AT CREEKSIDE VILLAGE

SECTION 34
TOWN 3 SOUTH, RANGE 7 EAST
YPSILANTI TOWNSHIP
WASHTENAW COUNTY, MICHIGAN

ATWELL
866.850.4200 www.atwell-group.com
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
248.447.2000

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Call before you dig.
THE LOCATIONS OF EXISTING SHOWN ARE FOR INFORMATION ONLY. ANY CHANGES TO THESE CONDITIONS SHALL BE THE RESPONSIBILITY FOR SAFETY OF THE WORK OF ANY NEARBY PERSONS.
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NOTICE:
CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONSULTANT SHALL BE RESPONSIBLE FOR SAFETY OF THE WORK OF ANY NEARBY PERSONS.
REVISIONS

DATE	06/15/2017
BY	S.E. MICHIGAN LAND HOLDING LLC
DATE	12/27/10 URBAN
BY	04/07/14 UNIT 32 DIMS
DATE	05/05/17 REPLAT NO. 1
BY	

SCALE 0 25 50
1" = 50 FEET

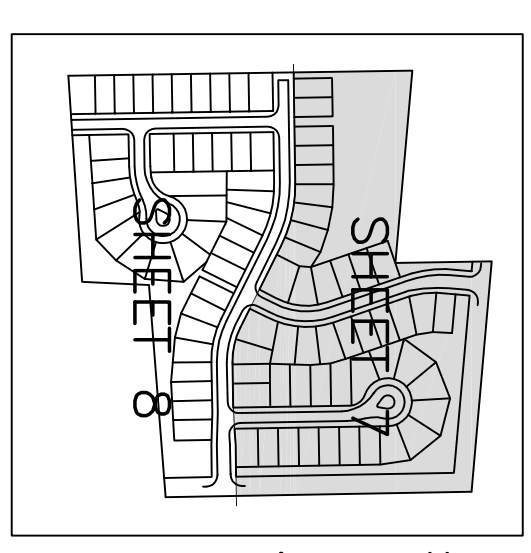
PR. DH. CH. ME
P.M. J. CECIL
BOOK 1099
JOB LV01514
SHEET NO. 6

NORTH 1/4 CORNER
SECTION 34
T3S, R7E
YPSILANTI TOWNSHIP,
WASHTENAW COUNTY, MICHIGAN

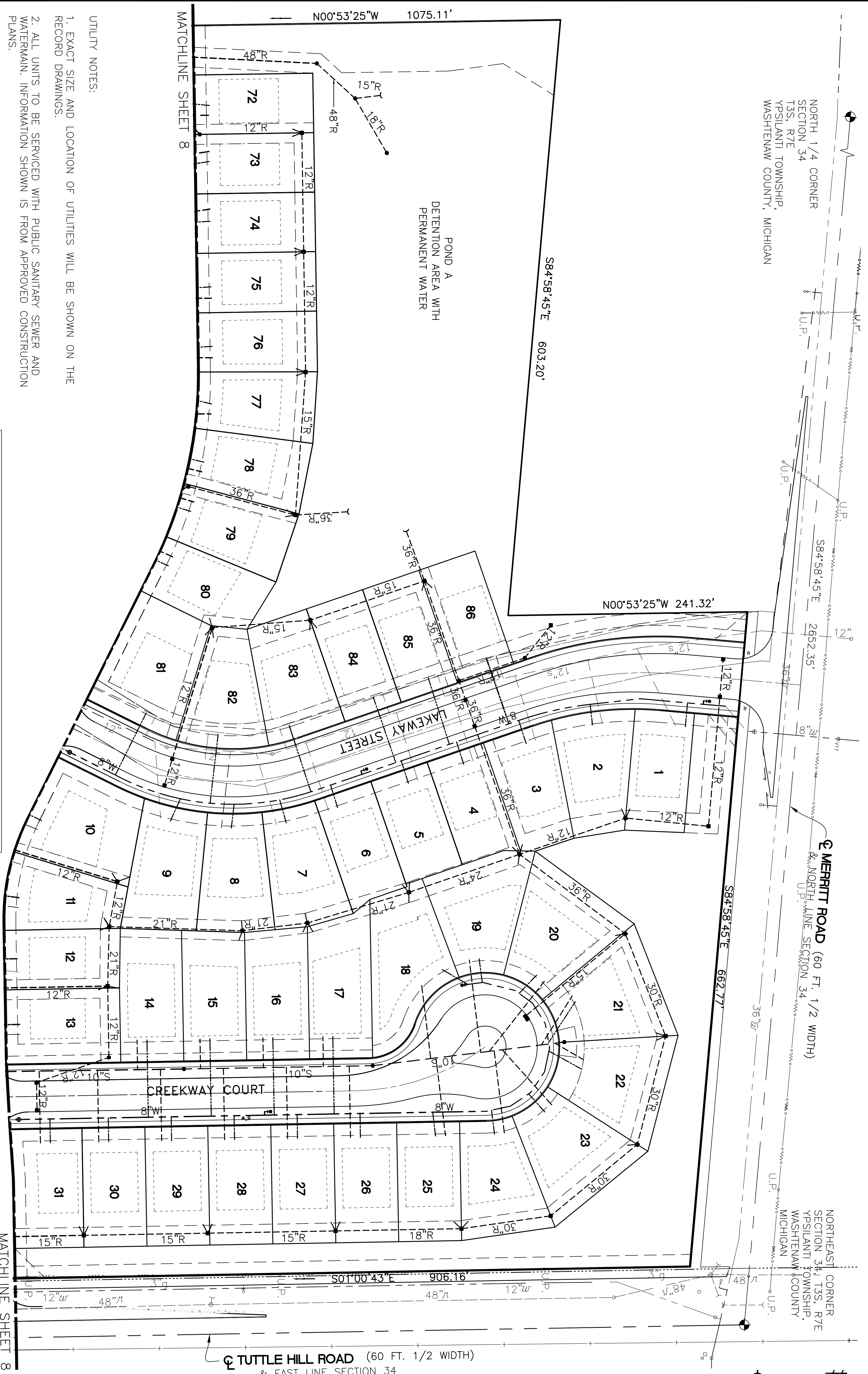
MERRITT ROAD (60 FT. 1/2 WIDTH)
& NORTH LINE SECTION 34
U.P.

NORTHEAST CORNER
SECTION 34, T3S, R7E
YPSILANTI TOWNSHIP,
WASHTENAW COUNTY,
MICHIGAN

TUTTLE HILL ROAD (60 FT. 1/2 WIDTH)
& EAST LINE SECTION 34



KEY MAP
NOT TO SCALE

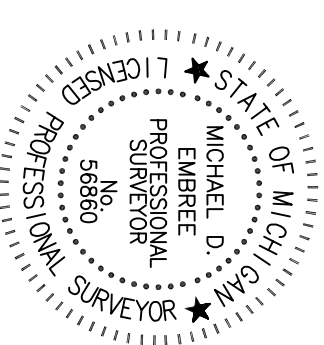


UTILITY NOTES:

1. EXACT SIZE AND LOCATION OF UTILITIES WILL BE SHOWN ON THE RECORD DRAWINGS.
2. ALL UNITS TO BE SERVICED WITH PUBLIC SANITARY SEWER AND WATERMAIN. INFORMATION SHOWN IS FROM APPROVED CONSTRUCTION PLANS.
3. STORM SEWER LOCATIONS OBTAINED FROM APPROVED CONSTRUCTION PLANS.
4. FINAL UTILITY LOCATIONS FOR GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION ARE NOT SHOWN HEREIN. EXACT LOCATION TO BE SHOWN ON RECORD DRAWINGS.
5. ROAD IMPROVEMENTS AND UTILITY MAINS SERVING UNIT 1 THROUGH UNIT 86 MUST BE BUILT. ALL OTHER IMPROVEMENTS SHOWN ON THIS PLAN, INCLUDING UTILITY LEADS, NEED NOT BE BUILT.
6. ALL SANITARY SEWER LEADS ARE 6" IN DIAMETER.
7. ALL WATERMAIN LEADS ARE 1" IN DIAMETER.
8. ALL UTILITY METER LOCATIONS WILL BE ON THE STRUCTURE WHEN IT IS BUILT AND/OR WITHIN THE UNIT BOUNDARIES.

EXISTING	DESCRIPTION	PROPOSED
—/—	STORM	—R—
—/—	SANITARY	—S—
—/—	WATER	—W—
—/—	OVERHEAD ELECTRIC	—E—
—/—	UNDERGROUND ELECTRIC	—UE—
—/—	GAS	—G—
—/—	OVERHEAD TELEPHONE	—T—
—/—	UNDERGROUND TELEPHONE,	—UT—
—/—	ELECTRIC, & CABLE T.V.	—UTEC—
○	MANHOLE	●
□	CATCH BASIN	■
—○—	CLEANOUT	—●—
—○—	HYDRANT	—●—
—○—	UTILITY POLE	—●—
⊕	VALVE	⊕

PROPOSED DATED - JUNE 15, 2017

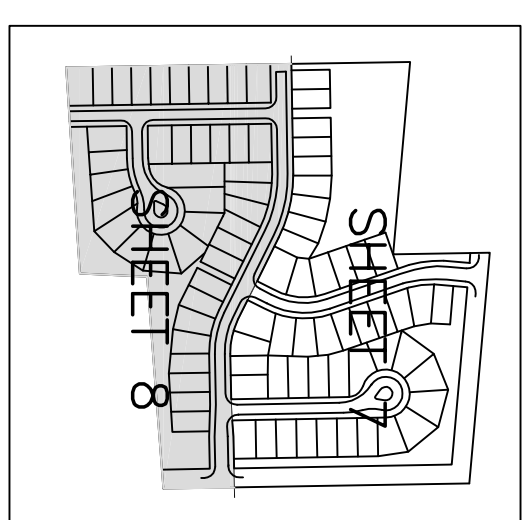
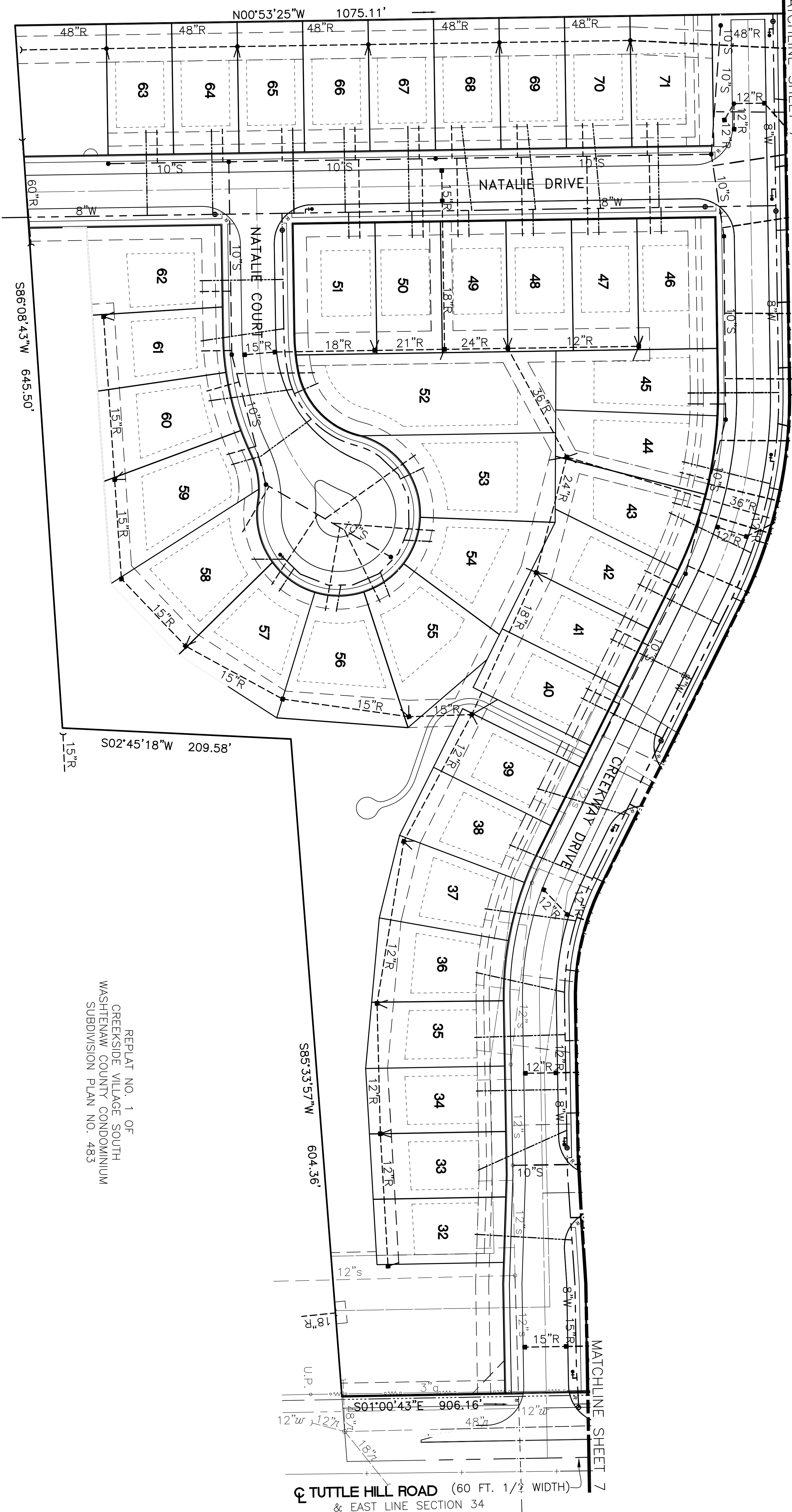


MICHAEL D. EMBREE
LICENSED PROFESSIONAL SURVEYOR NO. 56860
ATWELL, LLC
TWO TOWNE SQUARE, SUITE 700
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(248) 447-2000

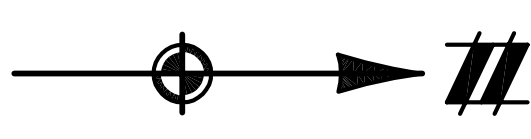
UTILITY PLAN
MANORS AT CREEKSIDE VILLAGE

<p>CLIENT S.E. MICHIGAN LAND HOLDING LLC</p> <p>DATE 06/15/2017</p> <p>12/27/10 URBAN/RE 04/07/14 INT 32 DIMS 05/05/17 REBAL NO. 1</p> <p>REVISIONS</p> <p>SCALE 0 25 50 1" = 50 FEET</p> <p>DR. DH CH. ME P.M. J. CECLIL BOOK 1099 JOB LV01514 SHEET NO. 7</p>	<p>SECTION 34</p> <p>TOWN 3 SOUTH, RANGE 7 EAST</p> <p>YPSILANTI TOWNSHIP</p> <p>WASHTENAW COUNTY, MICHIGAN</p>	<p>ATWELL</p> <p>866.850.4200 www.atwell-group.com</p> <p>TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000</p>	<p>811</p> <p>Know what's below. Call before you dig.</p> <p>THE LOCATIONS OF EXISTING SHOWN ON THIS PLAN MAY VARY FROM THE ACTUAL LOCATIONS. THE EXACT LOCATION OF ALL UTILITIES WILL BE SHOWN ON THE RECORD DRAWINGS. THE EXACT LOCATION OF ALL UTILITIES WILL BE SHOWN ON THE RECORD DRAWINGS. THE EXACT LOCATION OF ALL UTILITIES WILL BE SHOWN ON THE RECORD DRAWINGS.</p> <p>NOTICE: CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL PERSONS AND PROPERTY IN THE WORK AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL PERSONS AND PROPERTY IN THE WORK AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL PERSONS AND PROPERTY IN THE WORK AREA.</p> <p>Copyright © 2017 Atwell, LLC. All rights reserved. Reproduction of this drawing without the written consent of Atwell, LLC is prohibited.</p>
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MATCHLINE SHEET 7



KEY MAP
NOT TO SCALE

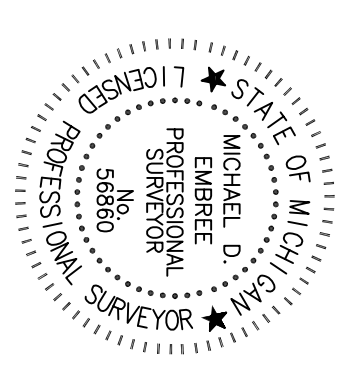


UTILITY NOTES:
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2. ALL UNITS TO BE SERVICED WITH PUBLIC SANITARY SEWER AND WATERMAIN. INFORMATION SHOWN IS FROM APPROVED CONSTRUCTION PLANS.
3. STORM SEWER LOCATIONS OBTAINED FROM APPROVED CONSTRUCTION PLANS.
4. FINAL UTILITY LOCATIONS FOR GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION ARE NOT SHOWN HEREIN. EXACT LOCATION TO BE SHOWN ON RECORD DRAWINGS.

LEGEND	
EXISTING	PROPOSED
—R—	—R—
—S—	—S—
—W—	—W—
—E—	—E—
—UE—	—UE—
—G—	—G—
—T—	—T—
—UT—	—UT—
—UTEC—	—UTEC—
○	●
□	■
—○—	—■—
—○—	—■—
○ U.P.	○ U.P.
⊕	⊕

UTILITY NOTES (CONT.):
5. ROAD IMPROVEMENTS AND UTILITY MAINS SERVING UNIT 1 THROUGH UNIT 86 MUST BE BUILT. ALL OTHER IMPROVEMENTS SHOWN ON THIS PLAN, INCLUDING UTILITY LEADS, NEED NOT BE BUILT.
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REPLAT NO. 1 OF
CREEKSIDE VILLAGE SOUTH
WASHTENAW COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 483



PROPOSED DATED - JUNE 15, 2017

MICHAEL D. EMBREE
LICENSED PROFESSIONAL SURVEYOR NO. 56860
ATWELL, LLC
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
(248) 447-2000

UTILITY PLAN
MANORS AT CREEKSIDE VILLAGE

8

<p>SECTION 34</p> <p>TOWN 3 SOUTH, RANGE 7 EAST</p> <p>YPSILANTI TOWNSHIP</p> <p>WASHTENAW COUNTY, MICHIGAN</p>	<p>866.850.4200 www.atwell-group.com</p> <p>TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000</p>	<p>NOTICE: CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. THE ENGINEER SHALL BE RESPONSIBLE FOR SAFETY OF THE WORK OF ANY NEARBY STRIKING PERSONS.</p> <p>©COPYRIGHT ©2017 ATWELL, LLC. NO REPRODUCTION SHALL BE MADE WITHOUT THE WRITTEN CONSENT OF ATWELL, LLC.</p>

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



Charter Township of Ypsilanti

Assessor's Office

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 487-4927
Fax: (734) 484-5159

Date: August 3, 2017

To: Ypsilanti Township Board

From: Brian McCleery,
Assistant Assessor

Re: Agenda Item to Authorize Property Sale to James Burns
August 15 Work Session

K-11-13-330-001 State St- vacant lot

The Assessor's Office is requesting approval to finalize the sale of the above property to Mr. Burns for \$800 plus all closing costs. Both Mr. Burns and I will be attending the August 15 Work Session to answer any questions that the Township Board may have.

The above property is adjacent to Mr. Burns' business on State St. He has agreed to combine the above property with his existing property and has also agreed that the resulting parcel will continue to be utilized for his auto salvage business purposes.

Attached you will find the letter of agreement, quit claim deed, aerial photographs and recent pictures of the property. If you have any questions or need more information, please don't hesitate contacting me.

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



Charter Township of Ypsilanti

Assessor's Office

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 487-4927
Fax: (734) 484-5159

Letter of Agreement

June 20, 2017

James Burns
2574 State St
Ypsilanti, MI 48198

Dear Mr. Burns

This letter (the "Agreement") summarizes the understanding of the agreement that we reached during our phone conversation. If this Agreement is acceptable to you, please sign below in the space designated for your signature.

The agreement is as follows:

1. Agreement

The following is agreed upon for the Purchase of Township Owned Property:

The property listed below will be purchased for the price of \$800 paid by certified check. The Property is to be combined with purchaser's adjacent commercial parcel on State St parcel id K-11-13-330-005 and will be used in conjunction with A-1 Auto Salvage for the operation of the business. Closing costs, including title search are the responsibility of the purchaser.

Parcel **K-11-13-330-001** described as:
State St - Vacant
Lots 1443 Watsonia Park Subdivision

2. Term

The term of this Agreement ("Term") will commence as of June 22, 2017 and will continue to be in effect for 6 months or until December 22, 2017, at which point it shall terminate, unless the Term is extended or terminated earlier in a written document signed by both parties.

3. Closing

For the agreed upon sum of **\$800** plus all closing costs, paid in full by certified check, Ypsilanti Township agrees to sell the above described properties to you via the recording of a Quit Claim Deed in the name of A-1 Auto Salvage & Scrap LLC.

4. Termination

This agreement shall terminate upon the closing of the sale of the above property or the expiration of the Term after December 22, 2017.

If the above correctly expresses your understanding of the terms reached during the negotiations, please sign and date a copy of this Agreement and return the signed and dated Agreement to me.

Accepted and agreed to on _____, 20__ by

Brenda L Stumbo, Supervisor
Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197

Notary Public, _____ County
My Commission Expires on _____

Accepted and agreed to on _____, 20__ by

James Burns

Notary Public, _____ County
My Commission Expires on _____

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that the **Charter Township of Ypsilanti, a Michigan Municipal Corporation**, whose address is 7200 S. Huron River Drive, Ypsilanti, Michigan 48197, quitclaims to **A-1 Auto Salvage & Scrap LLC**, a Michigan Limited Liability Corporation, whose address is 2574 State St, Ypsilanti, Michigan 48198, the following property located in the Township of Ypsilanti, County of Washtenaw, and State of Michigan and described as:

Lot 1443
Watsonia Park Subdivision

Parcel Id: K-11-13-330-001 (State St- vacant)

For the full consideration of Eight Hundred Dollars (\$800).

Property to be combined with purchaser's adjacent commercial property.

Dated this ____ day of _____ 2017

Charter Township of Ypsilanti, a Michigan
Municipal Corporation

By: _____
Brenda L. Stumbo, Supervisor

By: _____
Karen Lovejoy Roe, Clerk

Acknowledged before me in Washtenaw County, Michigan, on this ____ day of _____ 2017, by Brenda L. Stumbo, Supervisor, and Karen Lovejoy Roe, Clerk of Charter Township of Ypsilanti, a Michigan municipal corporation, on behalf of the corporation.

My Commission Expires:

Notary Public

Printed Name

County, Michigan

Drafted By: Brian McCleery, Ypsilanti Township
7200 S. Huron River Dr., Ypsilanti, MI 48197

001
331-001

1701
-019
K-11-13-331-019

1703
-018
K-11-13-331-018

1704
-017
K-11-13-331-017

1706
-016
K-11-13-331-016

1709
-015
K-11-13-331-015

1711
-014
K-11-13-331-014

1712
-013
K-11-13-331-013

1713
-012
K-11-13-331-012

1714
-011
K-11-13-331-011

1717



-014
K-11-13-306-014

K-11-13-306-005
-005

-006
K-11-13-306-006

K-11-13-306-012

COOLIDGE



-002

WATSON AVE

-003

CADILLAC AVE

MAIN ST

IDE AVE

70.67 Ac.

WOODDALE AVE

BOMBER AVE

MCGREGOR AV

STATE ST

BEVERLY AVE

-001

-001
-002
-003
-004
-005
-006
-007
-008
-009
-010
-011

-019
-018
-017
-016
-015
-014
-013
-012
-011

-005
5.87 Ac.

-004
5.95 Ac.

-014

-003
-004

WOODDALE AVE

COOLIDGE AVE

-005

-008

-006

-012

-010

IDE AVE

-001

-007

-008

100 Ac.

-003

-002

-003

-004

-008
7.16 Ac.

ALLEY

LAVE

AC AVE

MAIN ST

-007

Lot 116

hereto

In Witness Whereof, the parties /have hereunto set their hands and seals the day and year first above written.

Executed by Karl Nawroth
in presence of Harold D. Golds
Harold D. Golds

Karl Nawroth (SEAL)
KARL NAWROTH

Fred C. Hirsch
Fred C. Hirsch

Arthur E. Grippen (SEAL)
ARTHUR E. CRIPPEN

Executed by Arthur E. Grippen &
Bernice B. Grippen
in Presence of Harold D. Golds
Harold D. Golds

Bernice B. Grippen (SEAL)
BERNICE B. CRIPPEN

Fred C. Hirsch
Fred C. Hirsch

STATE OF MICHIGAN,)
County of Washtenaw)ss

On this Seventh day of February in the year one thousand nine hundred Forty -one before me, the subscriber, a Notary Public in and for said County, personally appeared Karl Nawroth to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be his free act and deed.

Harold D. Golds Notary Public
Harold D. Golds
Washtenaw County, Michigan.

My commission expires Sept. 1, 1942

The payments of Principal and Interest receipted for below by the said first party or by authorized agent, apply on the consideration contained in the within Contract.
One Thousand & no/100 Dollars Paid On Delivery.

DATE OF PAYMENT	TOTAL AMOUNT PAID	AMOUNT OF INTEREST	INTEREST PAID TO	AMOUNT PAID ON	BALANCE OF PRINCIPAL	SIGNATURE (Or Initials)
Month Day Year			Month Day Year			
					5300 00	

D E E D

State of Michigan
By State Land Office Board
to
Ypsilanti Township

Register's Office
Washtenaw County ss

Received for record the 20th day of February, A. D. 1941 at 11:00 o'clock A. M. and recorded in Liber 349 of Deeds on Page 372.

Katherine W. Skau, Register of Deeds

Rudh Otto Clerk

State Land Office Board

56598

This Indenture, made this Third day of December in the year of our Lord one thousand nine hundred and forty, between the State of Michigan, through the State Land Office Board, a public corporation created and existing under and by virtue of Act No. 155 of the Public Acts of 1937, as amended, its duly authorized agency, by Vernon J. Brown and Fred M. Greenstreet, chairman and a member thereof, respectively, party of the first part, and Ypsilanti Township party of the second part.

WHEREAS, the title to the land hereinafter described became vested in the party of the first part by virtue of non-redemption from a tax sale held after the effective date of Act No. 155 of the Public Acts of 1937 pursuant to a decree of the circuit court for the county next below mentioned; and

WHEREAS, the said party of the first part offered said land for sale at a public auction sale which commenced on the second Tuesday of February next ensuing the vesting of title in the said party of the first part, as aforesaid, pursuant to and in accordance with the provisions of Section 7 of the above mentioned act, as amended; and,

WHEREAS, the said land was not sold at said public auction sale for want of bidders willing to make a lawful bid therefor; and

WHEREAS, the said party of the second part has by resolution of its governing body made request to the State Land Office Board for a conveyance of said land, which is located within its limits, under and in accordance with the provisions of Section 8 of the above mentioned act, as amended, and has shown to the satisfaction of said State Land Office Board that said land is needed by it for public purposes and not for resale; now therefore

THIS INDENTURE WITNESSETH: That the said party of the first part, for and in consideration of the premises and the covenant hereinafter set forth by the said party of the second part to be kept and performed, does by these presents grant, bargain, sell, remise, release and QUIT CLAIM unto the said party of the second part all those certain pieces or parcels of land situate and being in the Township of Ypsilanti, County of Washtenaw, and State of Michigan, known and described as follows, to-wit: The land described in the schedule attached hereto and made a part thereof

STATE LAND OFFICE BOARD

This schedule is a part of Deed 5659G (F244)

Certain Lots in Textile Subdivision, according to recorded plat thereof

Lot 1;	Lot 111;	Lot 171;	Lot 231;	Lot 293;
Lot 2;	Lot 112;	Lot 172;	Lot 232;	Lot 294;
Lot 3;	Lot 113;	Lot 173;	Lot 233;	Lot 295;
Lot 4;	Lot 114;	Lot 174;	Lot 234;	Lot 296;
Lot 5;	Lot 115;	Lot 175;	Lot 235;	Lot 297;
Lot 6;	Lot 116;	Lot 176;	Lot 236;	Lot 298;
Lot 7;	Lot 117;	Lot 177;	Lot 237;	Lot 299;
Lot 8;	Lot 118;	Lot 178;	Lot 238;	Lot 300;
Lot 9;	Lot 119;	Lot 179;	Lot 239;	Lot 301;
Lot 10;	Lot 120;	Lot 180;	Lot 240;	Lot 305;
Lot 11;	Lot 121;	Lot 181;	Lot 241;	Lot 307;
Lot 12;	Lot 122;	Lot 184;	Lot 242;	Lot 308;
Lot 13;	Lot 123;	Lot 185;	Lot 243;	Lot 309;
Lot 14;	Lot 124;	Lot 186;	Lot 244;	Lot 310;
Lot 15;	Lot 125;	Lot 187;	Lot 245;	Lot 311;
Lot 16;	Lot 126;	Lot 188;	Lot 246;	Lot 312;
Lot 17;	Lot 127;	Lot 189;	Lot 247;	Lot 313;
Lot 18;	Lot 128;	Lot 190;	Lot 248;	Lot 314;
Lot 19;	Lot 129;	Lot 191;	Lot 249;	Lot 315;
Lot 20;	Lot 130;	Lot 192;	Lot 250;	Lot 316;
Lot 21;	Lot 131;	Lot 193;	Lot 252;	Lot 317;
Lot 22;	Lot 132;	Lot 194;	Lot 253;	Lot 318;
Lot 23;	Lot 133;	Lot 195;	Lot 254;	Lot 319;
Lot 24;	Lot 134;	Lot 196;	Lot 255;	Lot 320;
Lot 25;	Lot 135;	Lot 197;	Lot 257;	Lot 321;
Lot 26;	Lot 136;	Lot 198;	Lot 258;	Lot 322;
Lot 27;	Lot 137;	Lot 199;	Lot 259;	Lot 323;
Lot 28;	Lot 138;	Lot 200;	Lot 260;	Lot 324;
Lot 29;	Lot 139;	Lot 201;	Lot 261;	Lot 325;
Lot 30;	Lot 140;	Lot 202;	Lot 262;	Lot 326;
Lot 31;	Lot 141;	Lot 203;	Lot 263;	Lot 327;
Lot 32;	Lot 142;	Lot 204;	Lot 264;	Lot 329;
Lot 33;	Lot 143;	Lot 205;	Lot 265;	Lot 330;
Lot 34;	Lot 144;	Lot 206;	Lot 266;	Lot 331;
Lot 37;	Lot 145;	Lot 207;	Lot 267;	Lot 332;
Lot 90;	Lot 146;	Lot 208;	Lot 268;	Lot 333;
Lot 91;	Lot 147;	Lot 209;	Lot 269;	Lot 334;
Lot 92;	Lot 148;	Lot 210;	Lot 272;	Lot 335;
Lot 93;	Lot 149;	Lot 211;	Lot 273;	Lot 336;
Lot 94;	Lot 150;	Lot 212;	Lot 274;	Lot 337;
Lot 95;	Lot 153;	Lot 213;	Lot 275;	Lot 338;
Lot 96;	Lot 154;	Lot 214;	Lot 276;	Lot 339;
Lot 97;	Lot 155;	Lot 215;	Lot 277;	Lot 340;
Lot 98;	Lot 156;	Lot 216;	Lot 278;	Lot 341;
Lot 99;	Lot 157;	Lot 217;	Lot 279;	Lot 342;
Lot 100;	Lot 158;	Lot 218;	Lot 280;	Lot 343;
Lot 101;	Lot 159;	Lot 219;	Lot 281;	Lot 344;
Lot 102;	Lot 160;	Lot 220;	Lot 282;	Lot 347;
Lot 103;	Lot 161;	Lot 221;	Lot 283;	Lot 348;
Lot 104;	Lot 162;	Lot 222;	Lot 284;	Lot 349;
Lot 105;	Lot 163;	Lot 223;	Lot 285;	Lot 350;
Lot 106;	Lot 164;	Lot 224;	Lot 286;	Lot 351;
Lot 107;	Lot 165;	Lot 225;	Lot 287;	Lot 352;
Lot 108;	Lot 166;	Lot 226;	Lot 288;	Lot 355;
Lot 109;	Lot 167;	Lot 227;	Lot 289;	Lot 356;
Lot 110;	Lot 168;	Lot 228;	Lot 290;	Lot 357;
Lot 35;	Lot 169;	Lot 229;	Lot 291;	Lot 358;
Lot 36;	Lot 170;	Lot 230;	Lot 292;	Lot 359;

No. 2

STATE LAND OFFICE BOARD

This schedule is a part of Deed 5659G (F244)

Certain Lots in Textile Subdivision, according to recorded plat thereof

Lot 360;	Lot 420;	Lot 469;	Lot 538;	Lot 857;
Lot 361;	Lot 421;	Lot 470;	Lot 539;	Lot 858;
Lot 362;	Lot 422;	Lot 471;	Lot 540;	Lot 859;
Lot 363;	Lot 423;	Lot 472;	Lot 541;	
Lot 364;	Lot 424;	Lot 473;	Lot 544;	
Lot 365;	Lot 425;	Lot 474;	Lot 545;	
Lot 366;	Lot 426;	Lot 475;	Lot 546;	
Lot 369;	Lot 427;	Lot 476;	Lot 547;	
Lot 370;	Lot 428;	Lot 477;	Lot 548;	
Lot 371;	Lot 429;	Lot 478;	Lot 549;	
Lot 372;	Lot 430;	Lot 479;	Lot 550;	
Lot 373;	Lot 431;	Lot 480;	Lot 551;	
Lot 374;	Lot 432;	Lot 481;	Lot 552;	
Lot 375;	Lot 433;	Lot 482;	Lot 553;	
Lot 376;	Lot 434;	Lot 484;	Lot 554;	
Lot 377;	Lot 435;	Lot 485;	Lot 555;	
Lot 378;	Lot 436;	Lot 486;	Lot 556;	
Lot 379;	Lot 437;	Lot 487;	Lot 557;	
Lot 380;	Lot 438;	Lot 488;	Lot 558;	
Lot 381;	Lot 439;	Lot 489;	Lot 559;	
Lot 382;	Lot 440;	Lot 490;	Lot 560;	
Lot 383;	Lot 441;	Lot 492;	Lot 561;	

Lot 384;	Lot 442;	Lot 493;	Lot 562;
Lot 385;	Lot 443;	Lot 494;	Lot 563;
Lot 388;	Lot 444;	Lot 495;	Lot 564;
Lot 389;	Lot 445;	Lot 496;	Lot 733;
Lot 390;	Lot 446;	Lot 497;	Lot 768;
Lot 391;	Lot 447;	Lot 498;	Lot 822;
Lot 392;	Lot 448;	Lot 499;	Lot 823;
Lot 393;	Lot 449;	Lot 500;	Lot 824;
Lot 395;	Lot 450;	Lot 501;	Lot 825;
Lot 396;	Lot 451;	Lot 502;	Lot 827;
Lot 397;	Lot 452;	Lot 503;	Lot 830;
Lot 398;	Lot 453;	Lot 504;	Lot 831;
Lot 399;	Lot 454;	Lot 505;	Lot 834;
Lot 400;	Lot 455;	Lot 506;	Lot 842;
Lot 403;	Lot 456;	Lot 507;	Lot 843;
Lot 404;	Lot 457;	Lot 508;	Lot 844;
Lot 405;	Lot 458;	Lot 509;	Lot 845;
Lot 406;	Lot 459;	Lot 510;	Lot 846;
Lot 407;	Lot 460;	Lot 511;	Lot 848;
Lot 408;	Lot 461;	Lot 512;	Lot 849;
Lot 410;	Lot 462;	Lot 513;	Lot 850;
Lot 411;	Lot 463;	Lot 514;	Lot 851;
Lot 412;	Lot 464;	Lot 516;	Lot 852;
Lot 413;	Lot 465;	Lot 517;	Lot 853;
Lot 414;	Lot 466;	Lot 522;	Lot 854;
Lot 415;	Lot 467;	Lot 536;	Lot 855;
Lot 416;	Lot 468;	Lot 537;	Lot 856;

No. 3

STATE LAND OFFICE BOARD

This schedule is a part of Deed 5659G (F244)

Certain Lots in Watsonia Park Subdivision, according to recorded plat thereof

Lot 56;	Lot 111;	Lot 166;	Lot 221;	Lot 285;
Lot 57;	Lot 112;	Lot 167;	Lot 222;	Lot 286;
Lot 58;	Lot 113;	Lot 168;	Lot 223;	Lot 287;
Lot 59;	Lot 114;	Lot 169;	Lot 224;	Lot 290;
Lot 60;	Lot 115;	Lot 170;	Lot 225;	Lot 291;
Lot 61;	Lot 116;	Lot 171;	Lot 226;	Lot 292;
Lot 62;	Lot 117;	Lot 172;	Lot 227;	Lot 295;
Lot 63;	Lot 118;	Lot 173;	Lot 228;	Lot 296;
Lot 64;	Lot 119;	Lot 174;	Lot 229;	Lot 297;
Lot 65;	Lot 120;	Lot 175;	Lot 230;	Lot 298;
Lot 66;	Lot 121;	Lot 176;	Lot 231;	Lot 302;
Lot 67;	Lot 122;	Lot 177;	Lot 232;	Lot 303;
Lot 68;	Lot 123;	Lot 178;	Lot 233;	Lot 304;
Lot 69;	Lot 124;	Lot 179;	Lot 234;	Lot 305;
Lot 70;	Lot 125;	Lot 180;	Lot 235;	Lot 306;
Lot 71;	Lot 126;	Lot 181;	Lot 236;	Lot 307;
Lot 72;	Lot 127;	Lot 182;	Lot 237;	Lot 308;
Lot 73;	Lot 128;	Lot 183;	Lot 238;	Lot 309;
Lot 74;	Lot 129;	Lot 184;	Lot 240;	Lot 310;
Lot 75;	Lot 130;	Lot 185;	Lot 241;	Lot 311;
Lot 76;	Lot 131;	Lot 186;	Lot 242;	Lot 312;
Lot 77;	Lot 132;	Lot 187;	Lot 243;	Lot 313;
Lot 78;	Lot 133;	Lot 188;	Lot 244;	Lot 314;
Lot 79;	Lot 134;	Lot 189;	Lot 245;	Lot 315;
Lot 80;	Lot 135;	Lot 190;	Lot 246;	Lot 319;
Lot 81;	Lot 136;	Lot 191;	Lot 247;	Lot 320;
Lot 82;	Lot 137;	Lot 192;	Lot 248;	Lot 321;
Lot 83;	Lot 138;	Lot 193;	Lot 249;	Lot 322;
Lot 84;	Lot 139;	Lot 194;	Lot 250;	Lot 323;
Lot 85;	Lot 140;	Lot 195;	Lot 251;	Lot 324;
Lot 86;	Lot 141;	Lot 196;	Lot 252;	Lot 325;
Lot 87;	Lot 142;	Lot 197;	Lot 253;	Lot 326;
Lot 88;	Lot 143;	Lot 198;	Lot 254;	Lot 327;
Lot 89;	Lot 144;	Lot 199;	Lot 255;	Lot 328;
Lot 90;	Lot 145;	Lot 200;	Lot 256;	Lot 329;
Lot 91;	Lot 146;	Lot 201;	Lot 257;	Lot 330;
Lot 92;	Lot 147;	Lot 202;	Lot 258;	Lot 331;
Lot 93;	Lot 148;	Lot 203;	Lot 259;	Lot 332;
Lot 94;	Lot 149;	Lot 204;	Lot 260;	Lot 333;
Lot 95;	Lot 150;	Lot 205;	Lot 262;	Lot 334;
Lot 96;	Lot 151;	Lot 206;	Lot 268;	Lot 335;
Lot 97;	Lot 152;	Lot 207;	Lot 269;	Lot 336;
Lot 98;	Lot 153;	Lot 208;	Lot 270;	Lot 339;
Lot 99;	Lot 154;	Lot 209;	Lot 271;	Lot 340;
Lot 100;	Lot 155;	Lot 210;	Lot 272;	Lot 341;
Lot 101;	Lot 156;	Lot 211;	Lot 273;	Lot 342;
Lot 102;	Lot 157;	Lot 212;	Lot 274;	Lot 343;
Lot 103;	Lot 158;	Lot 213;	Lot 275;	Lot 346;
Lot 104;	Lot 159;	Lot 214;	Lot 276;	Lot 347;
Lot 105;	Lot 160;	Lot 215;	Lot 280;	Lot 348;
Lot 106;	Lot 161;	Lot 216;	Lot 281;	Lot 349;
Lot 107;	Lot 162;	Lot 217;	Lot 282;	Lot 350;
Lot 108;	Lot 163;	Lot 218;	Lot 283;	Lot 351;
Lot 109;	Lot 164;	Lot 219;	Lot 284;	Lot 352;
Lot 110;	Lot 165;	Lot 220;	Lot 261;	Lot 353;

No. 4

STATE LAND OFFICE BOARD

This schedule is a part of Deed 56596 (F244)

Certain Lots in Watsonia Park Subdivision, according to recorded plat thereof

Lot 354;	Lot 421;	Lot 493;	Lot 1460;
Lot 355;	Lot 422;	Lot 497;	Lot 1461;
Lot 356;	Lot 423;	Lot 498;	Lot 1462;
Lot 357;	Lot 424;	Lot 499;	Lot 1463;
Lot 359;	Lot 425;	Lot 500;	Lot 1464;
Lot 360;	Lot 426;	Lot 501;	Lot 1465;
Lot 361;	Lot 427;	Lot 502;	Lot 1466;
Lot 362;	Lot 428;	Lot 503;	Lot 1467;
Lot 363;	Lot 429;	Lot 504;	Lot 1468;
Lot 364;	Lot 430;	Lot 505;	Lot 1469;
Lot 377;	Lot 431;	Lot 506;	Lot 1470;
Lot 378;	Lot 432;	Lot 507;	Lot 1471;
Lot 379;	Lot 433;	Lot 508;	Lot 1472;
Lot 380;	Lot 434;	Lot 509;	Lot 1473;
Lot 381;	Lot 435;	Lot 510;	Lot 1474;
Lot 382;	Lot 436;	Lot 511;	Lot 1475;
Lot 383;	Lot 437;	Lot 512;	Lot 1476;
Lot 384;	Lot 438;	Lot 513;	Lot 1477;
Lot 385;	Lot 439;	Lot 514;	Lot 1690;
Lot 386;	Lot 440;	Lot 516;	Lot 1691;
Lot 387;	Lot 441;	Lot 517;	Lot 1692;
Lot 388;	Lot 442;	Lot 518;	Lot 1693;
Lot 389;	Lot 443;	Lot 519;	Lot 1694;
Lot 390;	Lot 444;	Lot 520;	Lot 1695;
Lot 391;	Lot 445;	Lot 521;	Lot 1696;
Lot 392;	Lot 446;	Lot 522;	Lot 1697;
Lot 394;	Lot 452;	Lot 523;	Lot 1698;
Lot 395;	Lot 453;	Lot 524;	Lot 1699;
Lot 396;	Lot 454;	Lot 525;	Lot 1700;
Lot 397;	Lot 455;	Lot 526;	Lot 1706;
Lot 398;	Lot 456;	Lot 527;	Lot 1707;
Lot 399;	Lot 457;	Lot 528;	Lot 1708;
Lot 400;	Lot 459;	Lot 529;	Lot 1709;
Lot 401;	Lot 460;	Lot 530;	Lot 1711;
Lot 402;	Lot 461;	Lot 531;	
Lot 403;	Lot 462;	Lot 532;	
Lot 404;	Lot 463;	Lot 1443;	
Lot 405;	Lot 464;	Lot 1444;	
Lot 406;	Lot 465;	Lot 1445;	
Lot 407;	Lot 466;	Lot 1446;	
Lot 408;	Lot 467;	Lot 1447;	
Lot 409;	Lot 468;	Lot 1448;	
Lot 410;	Lot 469;	Lot 1449;	
Lot 411;	Lot 470;	Lot 1450;	
Lot 412;	Lot 471;	Lot 1451;	
Lot 413;	Lot 472;	Lot 1452;	
Lot 414;	Lot 485;	Lot 1453;	
Lot 415;	Lot 486;	Lot 1454;	
Lot 416;	Lot 488;	Lot 1455;	
Lot 417;	Lot 489;	Lot 1456;	
Lot 418;	Lot 490;	Lot 1457;	
Lot 419;	Lot 491;	Lot 1458;	
Lot 420;	Lot 492;	Lot 1459;	

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; To Have and To Hold the said premises unto the said party of the second part for so long as the same shall be used by said party of the second part for public purposes, and no longer, provided, however, that should the said premises be used by the said party of the second part for public purposes for a period of ten years or more from and after the date hereof, then, and in that event, unto the said party of the second part, its successors and assigns, Forever.

And the said party of the second part does hereby covenant, grant, bargain, and agree to and with the said party of the first part, its successors and assigns, that if at any time during a period of ten years from and after the date hereof it shall cease to use the said premises for public purposes it will cause a good and sufficient reconveyance thereof to be duly executed and delivered unto the said party of the first part, its successors and assigns.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed, executed, acknowledged and delivered in its name and on its behalf by the State Land Office Board, its duly authorized agency, and has caused the seal of said board to be affixed hereto on the day and year first above written, at the Capitol in the City of Lansing.

Signed, Sealed and Delivered
In Presence of

Ida Schoenmaker
Ida Schoenmaker

Leila Bentley
Leila Bentley

State of Michigan,)
County of Ingham,) ss



STATE OF MICHIGAN
By the STATE LAND OFFICE BOARD
By Vernon J. Brown
Vernon J. Brown, Chairman

Fred M. Greenstreet
Fred M. Greenstreet, Member

On this Third day of December, A. D. 1940, before me, the undersigned, a notary public in and for said county, personally appeared Vernon J. Brown and Fred M. Greenstreet, to me known to be the persons who executed the foregoing Quit Claim Deed, who, being by me duly sworn, did say that they are the chairman and a member, respectively, of the State Land Office Board, a public corporation,

and that the seal affixed to said instrument is the corporate seal of said board, and that said instrument was signed and sealed by the authority of said board in behalf of said board acting for and on behalf of the State of Michigan, and the said Vernon J. Brown and Fred M. Greenstreet acknowledged said instrument to be the free act and deed of said board acting for and on behalf of the State of Michigan, and the free act and deed of the State of Michigan.

Rosemary R. Wallace
Rosemary R. Wallaoe

Notary Public, Ingham County, Michigan

My commission expires April 4, 1944.

D E E D

State of Michigan
By State Land Office Board
to
Ypsilanti Township

Register's Office
Washtenaw County ss

Received for record the 20th day of
February, A. D. 1941 at 11:00
o'clock A. M. and recorded in
Liber 349 of Deeds on Page 376.

Katherine W. Skau, Register of Deeds

Ruth Otto Clerk

State Land Office Board

56966

This Indenture, made this Seventeenth day of December in the year of our Lord one thousand nine hundred and forty, between the State of Michigan, through the State Land Office Board, a public corporation created and existing under and by virtue of Act No. 155 of the Public Acts of 1937, as amended, its duly authorized agency, by Vernon J. Brown and Fred M. Greenstreet, chairman and a member thereof, respectively, party of the first part, and Ypsilanti Township party of the second part.

WHEREAS, the title to the land hereinafter described became vested in the party of the first part by virtue of non-redemption from a tax sale held after the effective date of Act No. 155 of the Public Acts of 1937 pursuant to a decree of the circuit court for the county next below mentioned; and

WHEREAS, the said party of the first part offered said land for sale at a public auction sale which commenced on the second Tuesday of February next ensuing the vesting of title in the said party of the first part, as aforesaid, pursuant to and in accordance with the provisions of Section 7 of the above mentioned act, as amended; and,

WHEREAS, the said land was not sold at said public auction sale for want of bidders willing to make a lawful bid therefor; and

WHEREAS, the said party of the second part has by resolution of its governing body made request to the State Land Office Board for a conveyance of said land, which is located within its limits, under and in accordance with the provisions of Section 8 of the above mentioned act, as amended, and has shown to the satisfaction of said State Land Office Board that said land is needed by it for public purposes, and not for resale; now therefore

THIS INDENTURE WITNESSETH: That the said party of the first part, for and in consideration of the premises and the covenant hereinafter set forth by the said party of the second part to be kept and performed, does by these presents grant, bargain, sell, remise, release and QUIT CLAIM unto the said party of the second part all those certain pieces or parcels of land situate and being in the - of - County of Washtenaw, and State of Michigan, known and described as follows, to-wit: Lots in Textile Subdivision, according to recorded plat thereof

- | | | | | |
|---------|----------|----------|----------|----------|
| Lot 38; | Lot 65; | Lot 568; | Lot 594; | Lot 620; |
| Lot 39; | Lot 66; | Lot 569; | Lot 595; | Lot 621; |
| Lot 40; | Lot 67; | Lot 570; | Lot 596; | Lot 622; |
| Lot 41; | Lot 68; | Lot 571; | Lot 597; | Lot 623; |
| Lot 42; | Lot 69; | Lot 572; | Lot 598; | Lot 624; |
| Lot 43; | Lot 70; | Lot 573; | Lot 599; | Lot 625; |
| Lot 44; | Lot 71; | Lot 574; | Lot 600; | Lot 626; |
| Lot 45; | Lot 72; | Lot 575; | Lot 601; | Lot 627; |
| Lot 46; | Lot 73; | Lot 576; | Lot 602; | Lot 628; |
| Lot 47; | Lot 74; | Lot 577; | Lot 603; | Lot 629; |
| Lot 48; | Lot 75; | Lot 578; | Lot 604; | Lot 630; |
| Lot 49; | Lot 76; | Lot 579; | Lot 605; | Lot 631; |
| Lot 50; | Lot 77; | Lot 580; | Lot 606; | Lot 632; |
| Lot 51; | Lot 78; | Lot 581; | Lot 607; | Lot 633; |
| Lot 52; | Lot 79; | Lot 582; | Lot 608; | Lot 634; |
| Lot 53; | Lot 80; | Lot 583; | Lot 609; | Lot 635; |
| Lot 54; | Lot 81; | Lot 584; | Lot 610; | Lot 636; |
| Lot 55; | Lot 82; | Lot 585; | Lot 611; | Lot 637; |
| Lot 56; | Lot 83; | Lot 586; | Lot 612; | Lot 638; |
| Lot 57; | Lot 84; | Lot 587; | Lot 613; | Lot 639; |
| Lot 58; | Lot 85; | Lot 588; | Lot 614; | Lot 640; |
| Lot 59; | Lot 87; | Lot 589; | Lot 615; | Lot 641; |
| Lot 60; | Lot 85; | Lot 590; | Lot 616; | Lot 642; |
| Lot 61; | Lot 565; | Lot 591; | Lot 617; | Lot 643; |
| Lot 62; | Lot 566; | Lot 592; | Lot 618; | Lot 644; |
| Lot 64; | Lot 567; | Lot 593; | Lot 619; | |
| | Lot 86; | | | |

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; To Have and To Hold the said premises unto the said party of the second part for so long as the same shall be used by said party of the second part for public purposes, and no longer, provided, however, that should the said premises be used by the said party of the second part for public pur-

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



Charter Township of Ypsilanti

Clerk's Office

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

MEMORANDUM

To: Ypsilanti Township Board of Trustees

From: Karen Lovejoy Roe, Clerk

Date: August 11, 2017

Subject: **Agenda Item, Tuesday August 15, 2017 Ypsilanti Township Board Meeting: REQUEST OF KAREN WALLIN, HUMAN RESOURCES FOR APPROVAL TO CREATE AND POST AN ELECTION SPECIALIST POSITION (CLASSIFICATION #19) WITHIN THE AFSCME BARGAINING UNIT (Tabled at the July 18, 2017 Regular Meeting)**

I have included in the board packet the following information to help as you deliberate the creation and posting on an Election Specialist position in the Clerk's Department:

- 1) History of Ypsilanti Township Board Actions regarding Union Positions Approved Outside of Negotiations
- 2) Copies of Minutes, Job Postings, Letters of Agreements related to #1 above
- 3) Labor Market/Salary Analysis of similar positions and responsibilities in Clerk Departments

It is my hope that our Township Board would take action on this item at the Tuesday, August 15, 2018 Board Meeting. It has been a long time with a lot of activity surrounding this request since our July 18, 2017 board meeting.

It is my understanding that the AFSCME leadership supports the overall concept of the creation of the Election Specialist Position in the Clerk's Department, with the understanding that this new position would replace one of the 3 current Floater II/Clerk III positions in the Clerk's Department and supports a wage

increase for the new position. One bargaining committee member is not in favor of the new position. There are 5 members on the AFSCME leadership team. Of course, the details of the job description and the exact wage would be subject to a letter of agreement.

At this time in the spirit of compromise, I propose a \$1.00 an hour increase for the new position. I do believe the new responsibilities outlined in the proposed job description warrant a \$2.00 an hour increase but in an attempt to provide some upgrade in wage for the new responsibilities I would ask that our board consider \$1.00 an hour. As you are aware the \$2.54 an hour was a proposal that Human Resources suggested because it fit into the AFSCME classifications, but as Karen Wallin, Human Resources, pointed out at the July 18, 2017 board meeting a different classification could be established with the \$1.00 an hour increase.

As you are also aware Karen Wallin, Human Resources, has now indicated that she would prefer that the board not approve the new position and wait until negotiations to try to solve this issue. I have explained and feel strongly that to wait until negotiations to settle this issue would be a great disservice to the Clerk's Department and a great inequity to the staff person that has diligently serviced our township residents and voters in this new role for over 2 years now.

I am asking my fellow board members to provide me as the Clerk and the Department Head of the Clerk's Department the same respect we have always given to our Department Heads who present the structure and positions to us to vote on that they have developed to best meet the needs of our residents and others who seek the services from their departments and our Township.

As I have shared with you, that in my 25 years of elected service I can not recall, nor could I discover in researching 10 years of minutes, a single instance where a board member, or the unions have requested a delay until negotiations. I also do not recall or could not find a single instance where the current Human Resource Department or prior Human Resource Department leadership requested a delay until negotiations.

Regardless of your final position on this request, I urge you to move forward to a vote on the issue and put it to rest. We need to take a leadership role and vote on this issue for the sake of the employees and especially for Angela Robinson, who is the 4th highest seniority employee in the AFSCME unit with over 20 years of election experience and has taken on new responsibilities.

Also, there were questions regarding the job description and the requirements. I think it is appropriate to remove the specific number of years of experience

required and have language that requires election experience. As almost all the positions changed or created over the 10 years, I researched, were not included in the board action it is appropriate to approve the creation of the Election Specialist position and the wage increase and to allow Human Resources to finalize the exact job description and requirements to be brought back to the board and to the union in a final letter of agreement for approval.

I have also included a copy of the current Floater II/Clerk III posting and the job description. You can see by the job description and posting the only mention of elections is that the applicant must be available to work all elections. This is important to understand there is a need to have at least one person in the Clerk's Department that is required to have election experience and provide leadership to the other staff.

The AFSCME contract does allow the Clerk's Department to hire temporary workers 90 days before an election. If I do this I must pay the Floater II/Clerk III wages. If I hired one temporary election worker for just one election for 90 days it would cost the township \$14,000. I believe it would be better to have at least one experienced Election Specialist to help train, direct and advise the other Floater II/Clerk III AFSCME employees at the cost of \$1.00 more per hour or \$2,080 a year plus the increase of \$1.00 for the additional overtime would be another \$244 a year, and that is the estimate in overtime if there were 4 elections in one year.

Thank you for your consideration and if you have any questions please call.

Salary Comparisons for Election Specialist Position—August 11, 2017

- 1) **City of Ann Arbor:** Has 2 fulltime employees that are Election Specialists
 - a) Election Specialist that does only Recruiting, Training and Scheduling of Election Inspectors year round
 - b) Election Specialist does all other election responsibilities year aroundSalary/Wage: \$62,497-\$99,917 **40 Precincts**
- 2) **City of Chelsea:** One Deputy handles all election related responsibilities & other jobs
Salary/Wage: \$63,586 **8 Precincts**
- 3) **Pittsfield Township:** Deputy Clerk over Elections, FOIA and IFT's-Salary/Wage: \$72,000
Election Specialist-fulltime year around election work, minutes, agenda & Other Clerk functions
Salary/Wage: \$48,609 (3 yrs. Experience) **13 Precincts**
- 4) **Superior Township:** Deputy Clerk has full election year around responsibility and Web Person
Salary/Wage: \$50,000 (new hire with experience) **3 Precincts**
- 5) **Van Buren Township:** Election Specialist-fulltime year around election work
Salary/Wage: 37,752 (new hire) **10 Precincts**
- 6) **Ypsilanti Township:** Floater II/Clerk III – assigned year around election work as an Election Specialist, along with Passports, Resident services at Counter & Telephone, letters related to elections and filing/retention schedule for Elections, and other Clerk functions
Salary/Wage: \$46,517 (20 yrs. Experience) **20 Precincts**

This is a Comparison of Washtenaw County and One Wayne County (Van Buren Township) Election Specialists (working fulltime on elections) positions. Many jurisdictions only have one or two precincts and at those locations, the Clerk hires temporary staff to help during elections and sometimes one day a week to keep up with elections. Ypsilanti Township's level of responsibility for the fulltime staff responsible for elections is similar to the City of Ann Arbor Election Specialists Positions and Pittsfield Township Election Specialist Positions.

The level of responsibility in Ann Arbor of the recruiting, training, scheduling Election Specialist is only a small part of what the fulltime election specialist employee in Ypsilanti Township does. Of course, in Ann Arbor the election specialist is hiring, training and scheduling for 40 precincts, which is double the number of Ypsilanti Township precincts.

Pittsfield Township's Election Specialist also does minutes and agendas.

The areas of responsibility differ in all the jurisdictions. Pittsfield just expanded from 10 to 13 precincts.

I only included the one Wayne County jurisdiction because it is in close proximity geographically even though it is much smaller than Ypsilanti Township.

I could have included more in Wayne and Oakland Counties with similar number of precincts but in reviewing Wayne County and Oakland County Equalization Department, the taxable values were much higher in jurisdictions with comparable number of precincts and it would have really skewed the salary range to the higher end.

One thing to remember is that regardless of size the same exact type of work must be done whether you have one precinct or one item on the ballot. The difference is the amount of work increases exponentially as you increase the number of voters and therefore the number of precincts required by statute.

ELECTION SPECIALIST POSTION, CLERK'S DEPARTMENT

August 11, 2017 History of Ypsilanti Township Board Actions regarding Union Positions Approved Outside of Negotiations

Submitted by Karen Lovejoy Roe, Clerk

As I have shared with the Ypsilanti Township Board members, both verbally and through emails that my current request to create a new Election Specialist Position in the Clerks office, with a comparable wage, is the **ONLY** upgrade request, change in classification, blending of positions, creation of new positions presented to the Township Board, on a Regular Meeting Agenda, where a board member has been requested to wait until labor negotiations to make the changes, in my 25 years of being an elected board member. I have attempted, (non all inclusive) to present to the board some examples of board action that has occurred regarding union positions without waiting until negotiations. I have researched minutes from 2006 to present but make no claim that this list is all conclusive. I could not find a single instance when a request by a Department Head related to structural changes or position changes in their department was not approved by the Township Board. I have attached the minutes for each item.

Below are examples of Board Action approving a variety of positions, upgrades, eliminations, freezing, new positions, additional positions, all that occurred outside of negotiations:

- 1) December 5, 2006 –Approve to elevate Building Director & Planning Director to Department Head Status and authorize HR director to negotiate the Building Director out of Teamster's Union, Teamsters
- 2) April 3, 2007-Approve freezing Purchasing Clerk position temporarily and reassigning duties, AFSCME
- 3) June 19, 2007- Approve Creation of New Environmental Service Supt/Parks position contingent upon Teamster Approval, Teamsters
- 4) July 17, 2007-Approve extending freeze of Parks & Grounds additional 90 days, Teamsters
- 5) October 2, 2007 -Approve MOU for Fire Department for HVA without Fire Union Support
- 6) December 4, 2007-Approve Freeze Purchasing Clerk Position indefinitely, notify HR and ask them to notify AFSCME, AFSCME
- 7) February 5, 2008-Approve Eliminating Environmental Specialist Position, Teamsters
- 8) March 15, 2011-Approve the Creation of a Hybrid position shared between OCS and Treasurer's Department, AFSCME
- 9) November 15, 2011 –Approve Moving All Township Employees & Retirees to new health care plan and possibility of 80/20 cost sharing if agreement not approved by unions,Teamsters/AFSCME
- 10) December 3, 2013-Approve upgrade in Classification #11, #12,#20 and Job Descriptions meeting State Tax Commission changes for Appraiser I/Clerk, Appraiser II/Clerk, Appraiser III, AFSCME
- 11) December 19, 2014-Approve Creation of New Ordinance Enforcement Assistant Position for OCS and Waive External Posting and fill position internally, AFSCME

12) February 17, 2015-Approve Dawn Scheitz, Assessing Officer, as the Township GIS Specialist with a pay increase of \$1.00 per hour, AFSCME

13) June 16, 2015-Approve moving part-time IT to fulltime and waive the external posting and fill internally with David Maynard, Teamster

14) December 15, 2015-Approve Posting and Filling Ordinance Enforcement Administrator Position and waive external Posting and increase wage, Teamster

15) October 4, 2016-Approve adding one new Floater II/Clerk III position to the Office of Community Standards, AFSCME

16) January 17, 2017-Approve Creation of New IT Manager Position and to Waive Posting and Award to David Maynard with new wage of \$55,000.00, Teamster

17) February 21, 2017 Approve Creation of New fulltime Custodial Position and posting internally, AFSCME

CHARTER TOWNSHIP OF YPSILANTI
DECEMBER 5, 2006 REGULAR MEETING MINUTES
PAGE THREE

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A motion was made by Treasurer Doe, supported by Trustee Currie to elevate the Building Director and the Planning Director to Department Head status and adjust the salary of the Building Director to \$73,000, effective upon Board approval and authorize Joann Brinker, HR/Administrative Services Director to negotiate the Building Director position out of the Teamster's Union.

Clerk Stumbo that she wanted to make sure that by voting for the rearrangement and increase in salary that it would mean the implementation of the Rental Inspection Ordinance.

Ron Fulton, Building Director stated that the job description included making the Building Director responsible for working with Police Services and Ordinance on implementing the rental inspection program.

Supervisor Jamnick stated that the program would need to be budgeted.

The motion carried as follows:

Eldridge: Yes Currie: Yes Sizemore: Yes Ostrowski: Yes
Jamnick: Yes Stumbo: Yes Doe: Yes

NEW BUSINESS

RESOLUTION NO. 2006-47, DESIGNATION OF DEPOSITORIES

A motion was made by Treasurer Doe, supported by Trustee Sizemore to approve Resolution No. 2006- 47 (see attached). The motion carried as follows:

Eldridge: Yes Currie: Yes Sizemore: Yes Ostrowski: Yes
Jamnick: Yes Stumbo: Yes Doe: Yes

RESOLUTION NO. 2006-48, ADOPTION OF ROBERT'S RULES OF ORDER

A motion was made by Trustee Ostrowski, supported by Trustee Sizemore to approve Resolution No. 2006- 48 (see attached). The motion carried as follows:

Eldridge: Yes Currie: Yes Sizemore: Yes Ostrowski: Yes
Jamnick: Yes Stumbo: Yes Doe: Yes

RESOLUTION NO. 2006-49, DESIGNATION OF NEWSPAPER OF CIRCULATION

A motion was made by Treasurer Doe, supported by Trustee Eldridge to approve Resolution No. 2006- 49 (see attached). The motion carried as follows:

Eldridge: Yes Currie: Yes Sizemore: Yes Ostrowski: Yes
Jamnick: Yes Stumbo: Yes Doe: Yes

RESOLUTION NO. 2006-50, PAYMENT OF RECURRING BILLS

A motion was made by Clerk Stumbo, supported by Trustee Sizemore to approve Resolution No. 2006- 50 (see attached). The motion carried as follows:

Eldridge: Yes Currie: Yes Sizemore: Yes Ostrowski: Yes
Jamnick: Yes Stumbo: Yes Doe: Yes

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A friendly amendment was made by Clerk Stumbo to do a budget amendment at the next meeting, utilizing Fund 211 and 212 by exhausting Fund 211, in the amount of \$218,000 and the remainder of the \$333,510.93 be charged to Fund 212 from the line item where it was budgeted. The friendly amendment was accepted.

Trustee Ostrowski asked the number of existing street lights on the Ecorse Road corridor because he felt that 66 additional street lights seemed excessive. He knew lighting was important but questioned the cost of decorative lighting in the light of eliminating positions, not filling positions and the loss of State Revenue. He felt the Board should be conservative with all expenses.

Treasurer Doe agreed with Trustee Ostrowski to a point but he felt streetlights were extremely important for economic development. He would not be voting in favor of the sidewalk installation.

The motion carried as follows:

Eldridge: Yes	Currie: Yes	Sizemore: Absent	Ostrowski: No
Jamnack: Yes	Stumbo: Yes	Doe: Yes	

B. PROPOSAL FROM MDOT FOR SIDEWALKS IN THE AMOUNT OF \$405,300.00

There was no motion or support for the agenda item.

8. AGREEMENTS WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR HOLMES ROAD PHASE II RECONSTRUCTION:

- A. PROPERTY ACCESS FOR RECONSTRUCTION OF DRIVEWAYS, APPROACHES AND GRADING
- B. TREE REMOVAL
- C. PERMISSION TO GRADE

A motion was made by Clerk Stumbo, supported by Trustee Currie to approve the agreements with the Washtenaw County Road Commission for Holmes Road Phase II Reconstruction to include (a) Property access for reconstruction of driveways, approaches and grading, (b) tree removal, (c) permission to grade and to authorize signing of the agreements. The motion carried as follows:

Eldridge: Yes	Currie: Yes	Sizemore: Absent	Ostrowski: Yes
Jamnack: Yes	Stumbo: Yes	Doe: Yes	

OTHER BUSINESS

A. PURCHASING CLERK POSITION

A motion was made by Trustee Eldridge, supported by Clerk Stumbo to notify the Human Resources Department that the Purchasing Clerk position would be frozen for six months, with the three full-time officials meeting to redistribute the duties.

A friendly amendment was made by Trustee Ostrowski that a progress report be provided to the Board in the fifth month on how the redistribution was working out, prior to the Board making a final determination on the position.

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Clerk Stumbo wanted to clarify that the motion was not to fill the position at this time and not to eliminate the position.

Trustee Eldridge asked who would provide the progress report.

Supervisor Jamnick suggested that HR provide the report in conjunction with the three full-time administrators.

Arloa Kaiser, Township Resident asked how long it would take to get everything in place and when the six months would begin.

Supervisor Jamnick stated that all details needed to be completed by the time the job was vacated.

The motion carried as follows:

Eldridge:	Yes	Currie:	Yes	Sizemore:	Absent	Ostrowski:	Yes
Jamnick:	No	Stumbo:	Yes	Doe:	Yes		

AUTHORIZATIONS AND BIDS

APPROVE / ACCEPT:

A. The recommendation from Art Serafinski, Recreation Director to enter into the following agreements with DTE Energy to provide electrical service to North Hydro Park for a fee of \$6,193.07.

1. Line Extension Agreement
2. Secondary Service agreement
3. Certificate of Grade

Upon review by the Township Attorney, authorize the Township Supervisor and the Township Clerk to sign the agreements.

Funding for this project is budgeted in account #280-970-000-975-755.

A motion was made by Clerk Stumbo, supported by Trustee Eldridge to approve the recommendation from Art Serafinski, Recreation Director to enter into the agreements with DTE Energy to provide electrical service to North Hydro Park, in the amount of \$6,193.07, contingent upon review by the Township Attorney and Consultant and to authorize signing of the agreements. The motion carried as follows:

Eldridge:	Yes	Currie:	Yes	Sizemore:	Absent	Ostrowski:	Yes
Jamnick:	Yes	Stumbo:	Yes	Doe:	Yes		

B. The recommendation from Art Serafinski, Recreation Director to accept the following bidders/bids:

1. Park Pass Application Cards – TGI Direct for \$260.00
2. Annual Park and Boat Stickers – Johnson Lithograph for \$517.00
3. Daily Park & Boat Passes – Standard Printing for \$323.00

Funding for the three park items has been budgeted in account #101-751-000-757-775.

A motion was made by Trustee Ostrowski, supported by Trustee Currie to accept the bid from TGI Direct, in the amount of \$260 for the Park Pass Application Cards, the bid from Johnson Lithograph, in the amount of \$517 for the Annual

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alternative designations for vacant property currently designated for multiple family use; (b) reconsider site on the north side of Bemis, west of Rawsonville with Board preferring industrial or commercial; (c) provide assurance that the Planning Commission recognized the need to update the thoroughfare plan; and (d) submit a map with proposed changes as part of the presentation. The motion carried as follows:

Eldridge: Yes	Currie: Yes	Sizemore: Absent	Ostrowski: Yes
Jamnack: Yes	Stumbo: Yes	Doe: Yes	

6. REQUEST OF CENTEX TO EXTEND PD STAGE II FOR FORESTVIEW ESTATES FOR A PERIOD OF ONE YEAR

A motion was made by Trustee Currie, supported by Treasurer Doe to approve the request of Centex to extend PD Stage II for Forestview Estates for a period of one year and to authorize signing of the development agreement.


A friendly amendment was made by Clerk Stumbo to approve in accordance with the original terms of the approval granted by the Township Board on June 20, 2006 and subject to the terms of the planned development to be executed by Township representatives. The friendly amendment was accepted.

The motion carried as follows:

Eldridge: Yes	Currie: Yes	Sizemore: Absent	Ostrowski: Yes
Jamnack: Yes	Stumbo: Yes	Doe: Yes	

7. ENVIRONMENTAL SERVICES SUPERINTENDENT POSITION VACANCY

A motion was made by Treasurer Doe, supported by Clerk Stumbo to authorize the creation of a blended Environmental Services Superintendent/Parks Superintendent position and to authorize the hiring of a temporary person for up to 90 days, contingent upon Teamster approval.

 Supervisor Jamnick stated the job description would be considered by the Board at the July 17, 2007 Regular Board Meeting. Human Resources would confirm the temporary salary and if the temporary employee was eligible to apply for the full-time position.

The motion carried as follows:

Eldridge: Yes	Currie: Yes	Sizemore: Absent	Ostrowski: Yes
Jamnack: Yes	Stumbo: Yes	Doe: Yes	

8. L-4029 PRELIMINARY TAX RATE

Supervisor Jamnick provided an overview of the preliminary tax rate.

A motion was made by Trustee Ostrowski, supported by Clerk Stumbo to approve the L-4029 Preliminary Tax Rate and to authorize signing of the form (see attached).

Keith Harr, Ypsilanti Township Firefighter expressed his opposition to the reduction of the Fire Fund Millage and asked the Board to postpone setting the Millage Rates.

The motion carried as follows:

Eldridge: Yes	Currie: Yes	Sizemore: Absent	Ostrowski: Yes
Jamnack: Yes	Stumbo: Yes	Doe: Yes	

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Eldridge: Yes Currie: Yes Sizemore: Yes Ostrowski: Absent
Jamnick: Yes Stumbo: Yes Doe: Yes

3. APPOINTMENT OF CHRISTINE ADAMS TO THE CHARTER TOWNSHIP OF
YPSILANTI PLANNING COMMISSION

A motion was made by Trustee Sizemore, supported by Treasurer Doe to appoint Christine Adams to the Charter Township of Ypsilanti Planning Commission to fill the vacancy created by the death of Eugene Shuey, with the term expiring on December 31, 2009. The motion carried as follows:

Eldridge: Yes Currie: Yes Sizemore: Yes Ostrowski: Absent
Jamnick: Yes Stumbo: Yes Doe: Yes

4. RESOLUTION NO. 2007-21, YPSILANTI TOWNSHIP CONSTABLE CHANGES

Clerk Stumbo read Resolution No. 2007-21 into the record (see attached). A motion was made by Clerk Stumbo, supported by Trustee Currie to approve Resolution No. 2007-21, Ypsilanti Township Constable Changes. The motion carried as follows:

Eldridge: Yes Currie: Yes Sizemore: Yes Ostrowski: Absent
Jamnick: Yes Stumbo: Yes Doe: Yes

5. JOB DESCRIPTION & SALARY FOR ENVIRONMENTAL/PARK
SUPERINTENDENT

A motion was made by Treasurer Doe, supported by Trustee Sizemore to extend the Parks & Grounds Superintendent position freeze from August 16, 2007 for an additional 90 days. Clerk Stumbo explained that the purpose was to allow a job description that would blend the Environmental Services Superintendent and the Parks & Grounds Superintendent positions to be brought back to the Board. The motion carried as follows:

Eldridge: Yes Currie: Yes Sizemore: Yes Ostrowski: Absent
Jamnick: Yes Stumbo: Yes Doe: Yes

6. REQUEST TO MAIL NEWSLETTER TO ALL TOWNSHIP RESIDENTS

A motion was made by Trustee Currie, supported by Treasurer Doe to mail a newsletter to all Township residents, in an amount not to exceed \$5,202.58. The amount will be charged to account #101-267-000-977-000 and #101-267-000-730-000. Clerk Stumbo explained the purpose of the newsletter. The motion carried as follows:

Eldridge: Yes Currie: Yes Sizemore: Yes Ostrowski: Absent
Jamnick: Yes Stumbo: Yes Doe: Yes

OTHER BUSINESS

Clerk Stumbo announced that former Township Trustee George Beaudette passed away and a memorial service was held at Ypsilanti High School. Trustee Beaudette served with the Board for eight years and was probably one of the best Trustees she had ever served with. He would be greatly missed.

AUTHORIZATIONS & BIDS

Authorize:

- A. The request of Travis McDugald, IS Manager to accept bids for 140 licenses of "McAfee Total Protection for Enterprise" software. Once bids are received,

children. Mr. Nicholson said the daycare had been advised that improvements stipulated by the Planning Commission were still necessary.

Wm. Douglas Winters, Attorney provided a brief update on the Police Services lawsuit. A September 21, 2007 hearing had dealt with four (4) motions that had been filed by Washtenaw County. The motions were denied. Judge Costello had not yet ruled on the Township's motions. A pre-trial was scheduled for October 11, 2007 for the attorneys to work out the issues pertaining to going to trial if that was determined by Judge Costello's in his October 5, 2007 decision. If there was a trial, it would begin on October 29, 2007.

UNFINISHED BUSINESS

1. 2ND READING ORDINANCE NO. 2007-375, TO AMEND CHAPTER 62, ARTICLE IV, SECTION 62-77 OF THE CODE OF ORDINANCES, TO INCREASE SEWAGE DISPOSAL SERVICE RATES (1ST Reading held at the September 18, 2007 Regular Meeting)

A motion was made by Clerk Stumbo, supported by Treasurer Doe to approve Ordinance No. 2007-375, amending Chapter 62, Article IV, Section 62-77 of the Ypsilanti Township Code of Ordinances, to increase sewage disposal service rates (see attached). The motion carried as follows:

Eldridge: Yes	Currie: Absent	Sizemore: Yes	Ostrowski: Absent
Jamnick: No	Stumbo: Yes	Doe: Yes	

NEW BUSINESS

1. 2007 BUDGET AMENDMENTS #13

A motion was made by Clerk Stumbo, supported by Trustee Eldridge to approve 2007 Budget Amendment #13. The motion carried as follows:

Eldridge: Yes	Currie: Absent	Sizemore: Yes	Ostrowski: Absent
Jamnick: Yes	Stumbo: Yes	Doe: Yes	

2. AUTHORIZE ATTORNEY TO DEVELOP A MEMORANDUM OF UNDERSTANDING FOR THE YPSILANTI TOWNSHIP FIRE DEPARTMENT TO USE HURON VALLEY AMBULANCE (HVA) FOR DISPATCH SERVICES ON A TRIAL BASIS, FOR A PERIOD NOT TO EXCEED 120 DAYS, AT A PER CALL RATE NOT TO EXCEED \$15.39

A motion was made by Clerk Stumbo, supported by Treasurer Doe to authorize the Township Attorney to develop a Memorandum of Understanding for the Ypsilanti Township Fire Department to use Huron Valley Ambulance (HVA) for dispatch services on a trial basis, for a period not to exceed 120 days, at a per call rate not to exceed \$15.39.

Chief Morabito stated the move to HVA dispatch had been discussed for a year and a half. He felt the move would enable him to place additional staffing on the street. He asked that the Supervisor and Clerk be authorized to sign the agreement that would be developed by the Township Attorney.

A friendly amendment was made to authorize signing of the agreement. The friendly amendment was accepted.

Keith Harr, Local 1830 President distributed a letter to the Board opposing the move to HVA for dispatch services. He wanted to make it clear that Ypsilanti Township Firefighters Local 1830 opposed the move. Mr. Harr read the letter into the record. He

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UNFINISHED BUSINESS

1. 2008 TOWNSHIP WORK SESSION AND BOARD MEETING DATES (Tabled at the November 20, 2007 Regular Meeting)

A motion was made by Trustee Currie, supported by Clerk Stumbo to remove this item from the table. The motion carried as follows:

Eldridge:	Yes	Currie:	Yes	Sizemore:	Absent
Ostrowski:	Yes	Jamnick:	Yes	Stumbo:	Yes
Doe:	Yes				

A motion was made by Treasurer Doe, supported by Trustee Currie to approve Resolution No. 2007-36, the 2008 Township Work Session and Board Meeting Dates (see attached).

Supervisor Jamnick stated that it did not include a January meeting date, that was to be determined. There would probably be a Special Meeting called at some time in January.

The motion carried as follows:

Eldridge:	Yes	Currie:	Yes	Sizemore:	Absent
Ostrowski:	Yes	Jamnick:	Yes	Stumbo:	Yes
Doe:	Yes				

NEW BUSINESS

1. DETERMINATION OF THE PURCHASING CLERK POSITION

A motion was made by Clerk Stumbo, supported by Treasurer Doe to freeze the Purchasing Clerk position indefinitely, and to notify the Human Resources Department of the decision and ask them to notify the AFSCME Union. The motion carried as follows:

Eldridge:	Yes	Currie:	Yes	Sizemore:	Absent
Ostrowski:	Yes	Jamnick:	Yes	Stumbo:	Yes
Doe:	Yes				

2. CONTRACT WITH GEOTRANS, INC. IN THE AMOUNT OF \$12,500 TO CONTINUE TO MONITOR A SPECIFIC AREA BEHIND THE COMMUNITY CENTER, NEAR THE GREEN OAKS GOLF COURSE, BUDGETED IN ACCOUNT #101-956-000-818-021

A motion was made by Treasurer Doe, supported by Trustee Currie to approve and authorize signing of the contract with GeoTrans, Inc. in the amount of \$12,500 to continue to monitor a specific area behind the Community Center, near the Green Oaks Golf Course, budgeted in account #101-956-000-818-021, pending attorney review. The motion carried as follows:

Eldridge:	Yes	Currie:	Yes	Sizemore:	Absent
Ostrowski:	Yes	Jamnick:	Yes	Stumbo:	Yes
Doe:	Yes				

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Attorney Winters updated the Board on the situation with Rivergrove Village Condominiums and their failure to deposit with Liberty Title Agency (escrow agent) the sum of \$1,400,687.70 as security for the performance of developer's infrastructure obligations.

A motion was made by Trustee Currie, supported by Trustee Eldridge to authorize Attorney Winters to take appropriate action and notify the attorney for Rivergrove Village Condominiums that the escrow needed to be posted by Friday, February 8, 2008. The motion carried as follows:

Eldridge:	Yes	Currie:	Yes	Sizemore:	Absent
Ostrowski:	Yes	Jamnick:	Yes	Stumbo:	Yes
Doe:	Yes				

4. Crystal Ponds

Michael Radzik, Police Services Administrator reported on the status of the criminal investigation of the Crystal Ponds development.

UNFINISHED BUSINESS

1. AUTHORIZE POSTING AND FILLING OF PARKS & GROUNDS SUPERINTENDENT POSITION, AT A SALARY OF \$59,605 AND ENVIRONMENTAL SERVICES SUPERINTENDENT POSITION, AT A SALARY OF \$61,110 (Tabled at the December 18, 2007 Regular Meeting and the January 22, 2008 Special Meeting)

A motion was made by Clerk Stumbo, supported by Trustee Eldridge to remove the item from the table. The motion carried as follows:

Eldridge:	Yes	Currie:	Yes	Sizemore:	Absent
Ostrowski:	Yes	Jamnick:	Yes	Stumbo:	Yes
Doe:	Yes				

A motion was made by Clerk Stumbo, supported by Trustee Currie to eliminate the Environmental Specialist position, to leave the Parks & Grounds Superintendent position frozen until further notice and to continue the temporary hire of the Environmental Services Superintendent for 90-days, granted by the Teamster Union on January 14, 2008. The motion carried as follows:

Eldridge:	Yes	Currie:	Yes	Sizemore:	Absent
Ostrowski:	Yes	Jamnick:	Yes	Stumbo:	Yes
Doe:	Yes				

2. 2ND READING RESOLUTION NO. 2007-45, ORDINANCE NO. 2007-376, TO AMEND THE CODE OF ORDINANCES, CHAPTER 48 ENTITLED PROPERTY MAINTENANCE (1ST Reading approved at the December 18, 2007 Regular Meeting and tabled at the January 22, 2008 Special Meeting)

A motion was made by Clerk Stumbo, supported by Trustee Eldridge to remove the item from the table. The motion carried as follows:

Eldridge:	Yes	Currie:	Yes	Sizemore:	Absent
Ostrowski:	Yes	Jamnick:	Yes	Stumbo:	Yes
Doe:	Yes				

A motion was made by Clerk Stumbo, supported by Trustee Eldridge to approve the 2nd reading of Resolution No. 2007-45, Ordinance No. 2007-376, to amend the



Trustee Mike Martin said a motion could be made and if it passed, let everybody know this was the status on a six-month trial basis to be revisited in six months.

Treasurer Doe said that sounded great.
Trustee Hall Currie asked if it had to go back to the Union.

Treasurer Doe said the Union understood and had agreed they did not want people hired and then laid-off. He said it was the goal to try to keep everybody working 40 hours and the Union understood the Township did not know what was going to happen with the revenue sharing.

Clerk Lovejoy Roe said a motion could be done and asked if anyone had a problem with doing it now.

Treasurer Doe asked Trustee Mike Martin if he want to make a motion.

A motion was made by Mike Martin, supported by Treasurer Doe to try the hybrid position as discussed, temporarily, on a six-month trial basis to be revisited in six months to determine if the hybrid position would become permanent or the position would be filled. The motion carried unanimously.

Supervisor Stumbo stated she wanted to make sure the Union was in concurrence with the position and that the people that applied for the position would be notified.

OTHER BUSINESS

AUTHORIZATIONS AND BIDS

1. REQUEST OF RON FULTON, BUILDING DIRECTOR TO SOLICIT PROPOSALS FOR DEMOLITION OF 2404 LAKEVIEW

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the request to solicit proposals for the demolition of 2404 Lakeview from companies licensed by the State of Michigan for asbestos abatement. The motion carried unanimously.

2. REQUEST OF RON FULTON, BUILDING DIRECTOR TO ACCEPT THE LOW BID FROM CITADEL EXCAVATING FOR THE DEMOLITION OF 1353 ROLLING COURT IN THE AMOUNT OF \$9,460, FUNDED BY INSURANCE DOLLARS AND TO AUTHORIZE THE SIGNING OF THE CONTRACT, CONTINGENT UPON ATTORNEY REVIEW

Clerk Lovejoy Roe stated she received a letter from Ron Fulton, Building Director requesting the Board reject the bids received for the demolition of 1353 Rolling Court. She said there was also a request to approve the solicitation of three written bids for the complete demolition and asbestos removal of the structure and to authorize the three full-time elected officials, along with the Office of Community Standards to select the lowest most qualified proposal.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Currie to reject the bid from Citadel Excavating for the demolition of 1353 Rolling Court, to approve soliciting three proposals for the complete demolition and asbestos removal of the structure, to authorize the three full-time officials, along with the Office of Community Standards to select the lowest, most qualified proposal and authorized signing of the contract, contingent upon attorney review.

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LETTER OF UNDERSTANDING


(Hybrid Position – Office of Community Standards and Treasurer’s Office)

This Letter of Understanding is entered into between the Charter Township of Ypsilanti and the Ypsilanti Township Charter of AFSCME Local 3451 for the purpose of establishing a hybrid position to be shared between the Office of Community Standards and the Treasurer’s office. This position is being established due to the decrease in state shared revenue to be received by the Township and the effects of said to the Township Budget.

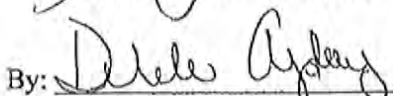
- Per the approval of the Township Board of Trustees, this position will be for a six-month trial basis beginning on Monday, April 4, 2011 through September 30, 2011. The Township Board will revisit the position at the end of the six-months to determine future needs.
- Office of Community Standards (OCS) will share an employee 50/50 with the Treasurer’s Office. The parties agree that volunteers from the OCS Department will be considered first for the purposes of filling the position. If no employees volunteer, the low senior employee in the OCS will be placed into the position.
- It is also agreed that if within the six-month trial period, the financial outlook improves and the need for a full-time position returns to the OCS department or the Treasurer’s Office, the volunteer employee will be given first choice of either returning to the OCS department or remain in the Treasurer’s Office, before posting either of the positions.
- The OCS employee will be physically located in the Treasurer’s Office, eight hours a day, five days a week. For this six-month trial period, the Treasurer’s Office will be home department with request for time off approved by the Deputy Treasurer with notification given to the Police Services Administrator.
- Should at any time within the six-month trial, the OCS Department experience a heavy or peak period or become short staffed, the shared employee shall be allowed to assist the department if doing so doesn’t create a disruption within the Treasurer’s Office.

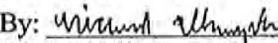
CHARTER TOWNSHIP OF YPSILANTI


AFSCME LOCAL 3451, YPSILANTI TWP.

By: 
 Larry Doe, Treasurer’s Office

By: 
 Ron Whittenberg, Chief Steward

By: 
 Debbie Agdorny, Treasurer’s Office

By: 
 Richard Ellsworth, Committee

By: 
 Mike Bydzik, OCS Dept

By: _____
 Edward Brown, Committee

9

NEW BUSINESS

1. **REQUEST OF HEALTH CARE COMMITTEE FOR AUTHORIZATION TO MOVE ALL TOWNSHIP EMPLOYEES AND RETIREES UNDER 65 TO BLUE CROSS/BLUE SHIELD (BC/BS) FLEX 3 PLAN, EFFECTIVE JANUARY 1, 2012, AUTHORIZATION FOR THE THREE FULL-TIME OFFICIALS TO SIGN THE LETTERS OF AGREEMENT WITH EACH UNION, APPROVAL OF THE 80/20 PREMIUM COST SHARING AS OUTLINED IN STATE BILL #7, IF A LABOR GROUP DOES NOT RATIFY THE HEALTH CARE LETTER OF AGREEMENT AND TO MOVE RETIREES TO THE MEDICARE ADVANTAGE PROGRAM WITH BLUE CROSS/BLUE SHIELD**

A motion was made by Treasurer Doe, supported by Trustee Eldridge to approve the request of the Health Care Committee for authorization to move all Township Board members, employees and retirees under 65 to Blue Cross/Blue Shield (BC/BS) Flex 3 Plan, effective January 1, 2012, to authorize the three full-time officials to sign the Letters of Agreement with each Union, approve the 80/20 premium cost sharing as outlined in State Bill #7, if a labor group did not ratify the Health Care Letter of Agreement and move retirees to the Medicare Advantage Program with Blue Cross/Blue Shield.

Karen Wallin, Human Resources, summarized the Health Care Committee process of selecting Marwil & Associates and their presentation to the employees and their unions last week. She felt the employees were coming together to back the program.

Dennis Doelle, of Marwil & Associates explained the program meant moving to a deductible plan, which used a third party administrator to administer deductibles for employees, thus saving the Township approximately \$450,000 and in his opinion, providing better coverage.

Clerk Lovejoy Roe commented on how well the members of the Health Committee worked together in the selection of Marwil & Associates. She felt they had successfully met their goal by meeting the State legislation requirements and saving the Township and employees money as well. She stated that the plan would result in additional savings to the Township because of reduced OPEB obligations. She thanked Trustee Mike Martin for his negotiation skills and commended Ms. Wallin for meeting with the Health Care Committee and taking a lead in the labor negotiations, at the same time helping with her mother in the hospital

Trustee Mike Martin added his appreciation to everyone who had worked to bring about this win-win plan for health care. He added that by moving into this program, the anticipated total savings would be approximately \$600,000 and the streamlined process would make it easier to use. He felt it would curb costs at the Township and provide superior benefits to employees.

Supervisor Stumbo stated that the Teamsters, 14-B Court employees and the firefighters had already agreed to the health care package and AFSCME employees would be voting tomorrow.

Mr. Doelle said it had been a pleasure working with everyone and thanked Karen Wallin for the patience she had extended to him during this process.

**LETTER OF AGREEMENT
HEALTH CARE**

9

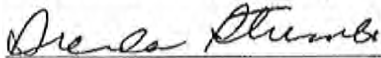
IT IS HEREBY AGREED between the Charter Township of Ypsilanti and the Ypsilanti Township Charter of AFSCME Local 3451 that the following new health care insurance plan become effective January 1, 2012 to comply with the terms of State House Bill #7. This insurance plan will become part of the successor agreement to be negotiated.

That effective January 1, 2012, the employee health care insurance coverage will be the following:

- Blue Cross/Blue Shield Flex Blue Plan #3 Medical Coverage with the Flexible Blue RX Prescription Drug Rider. The Township will provide a benefits card to pay for In-Network deductibles of up to \$2,000/per person and up to \$4,000/per family. In addition, the Township will provide an additional \$1,000/per person and \$2,000/family of \$10 generic/\$60 brand name coinsurance for prescription drugs. The benefit card will be paid for by the Township through a Healthcare Reimbursement Account established by the Township.
- Vision insurance shall be provided by Blue Cross/Blue Shield VSP Vision Plan 12-12-12 with premiums paid by the Township.
- As of January 1, 2012, dental Coverage shall be provided by Delta Dental of Michigan at the equivalent level of the current Blue Cross/Blue Shield Traditional Plus Plan.
- A summary of the benefits are attached, however, the particular plan's policy, certificates riders and related documents are provided by Blue Cross/Blue Shield of Michigan.
- That effective January 1, 2012, all employees will contribute \$20.00/per pay period to come into compliance of the Hard Cap Premium numbers established by State House Bill #7 for the year 2012.

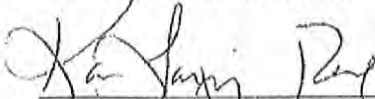
IT IS FURTHER UNDERSTOOD AND AGREED that the terms of this agreement will be reviewed by the parties on an annual basis and revised if necessary to insure that the health care plan complies with the then current requirements of state law.

CHARTER TOWNSHIP OF YPSILANTI



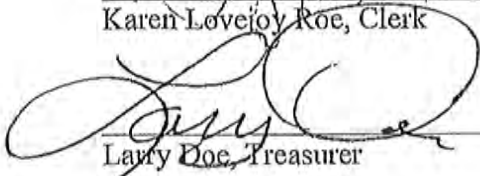
Brenda Stumbo, Supervisor

1/3/12
Date



Karen Lovejoy Roe, Clerk

1/3/12
Date



Larry Doe, Treasurer

1/3/12
Date

LETTER OF UNDERSTANDING

10

This Letter of Understanding is entered into between the Charter Township of Ypsilanti and the Ypsilanti Township Charter of AFSCME Local 3451 in regard to Article 27 - "Classification" of the AFSCME Collective Bargaining Agreement.

The following three classification titles have been revised to fall in accordance to the changes made by the State Tax Commission. Job descriptions for the three positions will remain the same with the exception of updating the certification titles needed for each classification. The certification titles have been updated to match the changes again made by the State Tax Commission. Wages for each of the classifications remain the same.

- Classification #11 revised from Appraiser I/Clerk to Michigan Certified Assessing Technician (MCAT)/Clerk
- Classification #12 revised from Appraiser II/Clerk to Michigan Certified Assessing Officer (MCAO)/Clerk
- Classification #20 revised from Appraiser III to Michigan Advanced Assessing Officer (MAAO)

CHARTER TOWNSHIP OF YPSILANTI

AFSCME LOCAL 3451

By: Karen Wallin
Karen Wallin, HR Representative

By: Myla Foster-Harris
Myla Foster-Harris, Chief Steward

By: Jennifer Shepardson
Jennifer Shepardson, Committee Member

By: Lisa Garrett
Lisa Garrett, Committee Member

11

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve Memorandum of Understanding between Ypsilanti Township and the Regional Participating Partners for 2014 Assistance for Firefighters Grant Program for Acquisition of Firefighters Safety and Survival/RIT Training and Equipment and to authorize signing of the Memorandum (see attached).

Eric Copeland, Fire Chief apprised the Board that Ypsilanti Township Firefighters had been part of a grant awarded for turnout gear in July of 2014. He stated the current grant provided RIT, Rapid Intervention Training for the firefighters.

The motion carried unanimously.

7. REQUEST OF KAREN WALLIN, HR DEPARTMENT TO AUTHORIZE THE CREATION OF AN ADDITIONAL ORDINANCE ENFORCEMENT ASSISTANT POSITON FOR THE OFFICE OF COMMUNITY STANDARDS AND TO SEEK APPROVAL TO WAIVE EXTERNAL POSTING AND TO FILL THE POSITION INTERNALLY

A motion was made by Treasurer Doe, supported by Trustee Eldridge to authorize the creation of an additional Ordinance Enforcement Assistant position for the Office of Community Standards and to seek approval to waive the external posting and to fill the position internally. The motion carried unanimously.

8. RESOLUTION NO. 2014-35, BOARDS AND COMMISSIONS APPOINTMENTS AND REAPPOINTMENTS

Clerk Lovejoy Roe read the resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Resolution No. 2014-35, Boards and Commissions Appointments and Reappointments (see attached).

Supervisor Stumbo explained the Greens Commission would not be reappointed since the Golf Course would now be operated as a Department of the Township with a Director.

The motion carried unanimously.

9. RESOLUTION NO. 2014-36 PLANNING DEPARTMENT FEE SCHEDULE

Clerk Lovejoy Roe read the resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Resolution No. 2014-36 Planning Department Fee Schedule (see attached). The motion carried unanimously.

10. RESOLUTION NO. 2014-37 BUILDING DEPARTMENT FEE SCHEDULE

Clerk Lovejoy Roe read the resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Resolution No. 2014-37 Building Department Fee (see attached). The motion carried unanimously.

CHARTER TOWNSHIP OF YPSILANTI
FEBRUARY 17, 2015 REGULAR MEETING MINUTES
PAGE 9

12

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve agreement with West Shore Services Inc. for annual maintenance and inspection of twelve (12) Outdoor Warning Equipment Sites in the amount of \$4,800.00 budgeted in line item #206.206.000.933.001 (see attached).

Chief Copeland provided a brief overview of the agreement.

The motion carried unanimously.

10. REQUEST OF KAREN WALLIN, HUMAN RESOURCES TO APPROVE DAWN SCHEITZ, MICHIGAN ADVANCED ASSESSING OFFICER (MAAO), ASSESSING DEPARTMENT, AS THE TOWNSHIP GIS SPECIALIST WITH A PAY INCREASE OF \$1.00 PER HOUR

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve Dawn Scheitz, Michigan Advanced Assessing Officer (MAAO), Assessing Department, as the Township GIS Specialist with a pay increase of \$1.00 per hour.

Supervisor Stumbo stated a detailed memo was included in the packet. She explained the Township did not have a GIS Specialist, at the present time, because no one was certified, until now. Supervisor Stumbo stated half of the increase would be covered by the OCS Department and half by the Assessing Department and the Union was in agreement.

The motion carried unanimously.

11. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTIES LOCATED AT 2733 APPLERIDGE, 1402 WENDELL, 1014 LORI ST. , 1725 HEATHERRIDGE, 5859 BIG PINE DR., 1334 FALL RIVER, 1288 WOODGLEN, 574 BROOKSIDE AND 2578 HEARTHESIDE IN THE AMOUNT OF \$45,000.00 BUDGETED IN LINE ITEM #101.950.000.801.23

A motion was made by Trustee Eldridge, supported by Trustee Scott Martin to authorize seeking legal action if necessary to abate public nuisance for properties located at 2733 Appleridge, 1402 Wendell, 1014 Lori St., 1725 Heatherridge, 5859 Big Pine Dr., 1334 Fall River, 1288 Woodglen, 574 Brookside and 2578 Heartheside in the amount of \$45,000.00 budgeted in line item #101.950.000.801.023.

Mike Radzik, OCS Director provided a brief overview of each vacant and abandoned house. He stated some were bank owned and many had been inspected using the Administrative Search Warrant and two had been damaged

**LETTER OF AGREEMENT
(GIS Specialist)**



This Letter of Agreement is entered into between the Charter Township of Ypsilanti and the Ypsilanti Township Charter of AFSCME Local 3451 in regard to Article 28 - "Wage Schedule", of the AFSCME Collective Bargaining Agreement where the following shall be considered section "F".

- F. If an employee in classification 20 receives and maintains the necessary training to be named the GIS Specialist by the Charter Township of Ypsilanti, the employee shall receive a pay increase of \$1.00 per hour. The employee shall receive this increase so long as they maintain the GIS training needed and continue as the GIS Specialist.

CHARTER TOWNSHIP OF YPSILANTI

By: Karen Wallin 2/19/15
Karen Wallin, HR Representative

AFSCME LOCAL 3451

By: Myla Foster-Harris
Myla Foster-Harris, Chief Steward

By: Andrew Miars 2/19/15
Andrew Miars, Committee Member

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
SCOTT MARTIN



**Human Resource
Department**

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-0065
Fax: (734) 484-5160
ytown.org

MEMORANDUM

12

TO: Charter Township of Ypsilanti Board of Trustees

FROM: Karen Wallin, HR Department
Linda Gosselin, Assessor
Mike Radzik, OCS Director

DATE: February 9, 2015

RE: Request authorization to approve Dawn Scheitz, Michigan Advanced Assessing Officer (MAAO) from the Assessing Department, as the Township GIS specialist with an increase of \$1.00/hour.

During the past several months, the needs of the Assessing Department and Office of Community Standard have been reviewing their need for a dedicated GIS contact. In the position that Dawn Scheitz currently holds within the Assessing Department, she oversees the GIS software program maintaining the necessary training to make changes, correction and updates to the program. Receiving and maintaining the most up to date training has allowed her to become the Township liaison between Washtenaw County, State of Michigan and various Title Companies. Dawn's performance on verifying and updating data in regard to land maps with the GIS system allowed the Township to be one of only two jurisdictions in Washtenaw County pass the recent Audit of Minimum Assessing Requirements (AMAR) review. Naming Dawn as the Township's GIS Specialist would give the Township a point person for all GIS data updates, maps and special projects.

I would like to recommend an increase in wage of a \$1.00 per hour. The increase in wage would be split between the Assessing Department 101-209-000-706-013 and Office of Community Standards 101-371-000-706-013 and 266-301-000-706-013.

The AFSCME union representatives have been made aware of this request to the Township Board and are in full support. Upon approval of the Township Board a "Letter of Agreement" will be presented to them for signature.

Your consideration in this matter is appreciated. Should you have any additional questions, please feel free to contact me, Linda Gosselin or Mike Radzik.

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
SCOTT MARTIN



Charter Township of Ypsilanti

Assessor's Office

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 487-4927
Fax: (734) 484-5159

12

TO: Brenda Stumbo, Supervisor
Karen Wallin, Human Resources

FROM: Linda Gosselin, Assessor Brian McCleery, Assistant Assessor Mike Radzik, Community Standards

DATE: 01/25/2015

RE: Request for GIS specialist

After a review of the current needs of the Assessment and Community Standards Offices we are requesting approval of the Appraiser III position held by Dawn Scheitz be upgraded to an Appraiser III/GIS Specialist position.

In her current position of Appraiser III, Dawn has taken on the Township responsibility to oversee the GIS software program. She is currently the liaison between Washtenaw County, State of Michigan, Title Companies and the Township. Our data is relied upon for accuracy to distribute to other entities such as the Drain Commission for their use. She is trained on the current operations of the GIS program and maintains frequent training and updates to allow her to make changes, corrections and updates. She is also responsible for legal description accuracy on all Township properties.

An update of this position would allow the Assessing Department to reallocate assignments. The GIS liaison would give the Township a point person for all of our GIS data updates, maps and special projects. The most current Audit of Minimum Assessing Requirements (AMAR) review recently conducted by the State Tax Commission required GIS land maps for our jurisdiction. Dawn's performance for the Township allowed us to be one of only two jurisdictions in Washtenaw County to pass the review.

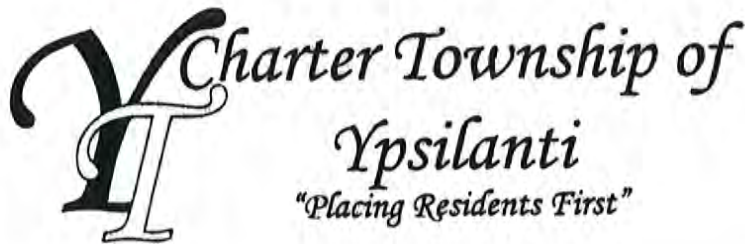
The request is for the Department of Assessment and Community Standards to each contribute \$1040.00 dollars from their 2015 budget and all future budgets going forward to achieve this upgrade.

Your consideration on this matter is appreciated.

Linda Gosselin, Assessor

Mike Radzik, Community Standards.

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
SCOTT MARTIN



Office of Community
Standards

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 485-3943
Fax: (734) 484-5151
www.ytown.org

Memorandum

To: Karen Wallin, HR Director
Cc: Mike Radzik, OCS Director
From: Joe Lawson, Planning Director
Date: February 9, 2015
Re: GIS Position

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It has come to my attention that there may be an opportunity for a current employee, Dawn Scheitz, to take on additional duties as it relates to the overall maintenance of the Township's Geographical Information System (GIS).

From time to time, departments within the township, including my own have a need for very specific and specialize mapping that requires a knowledgeable person to utilize and get the most of our internal GIS system. As we do not currently have a dedicated position relating to our GIS software, I agree that having such a person, even part-time, with ongoing and updated training on the software would be a benefit not only to the planning department but the Township as a whole. As Ms. Scheitz is already familiar with the basics of the software and currently oversees the overall maintenance in relation to the parcel layers that populate the County and our internal GIS system, it is my opinion and Ms. Scheitz is the best person suited to fulfill this roll.

I am happy to assist in any way possible to make this position a reality.

If you should have any questions or wish to discuss this position further, I am happy to make myself available.

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OLD BUSINESS

1. 2ND READING OF RESOLUTION NO. 2015-15, ORDINANCE NO. 2015-447, AN ORDINANCE TO AMEND CHAPTER 22 OF THE CODE OF ORDINANCES BY REPEALING CURRENT CHAPTER 22, ARTICLE IV REGARDING PEDDLER'S LICENSES (1ST READING HELD AT THE MAY 19, 2015 REGULAR MEETING)

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the 2nd Reading of Resolution No. 2015-15, Ordinance No. 2015-447, an Ordinance to amend Chapter 22 of the Code of Ordinances by repealing current Chapter 22, Article IV regarding Peddler's Licenses (see attached).

Supervisor Stumbo stated, as was discussed in the Work Session, the only change from the 1st reading would be regarding the time frame, changing it from 9:00 a.m. to dusk, to 9:00 a.m. to sundown.

Clerk Lovejoy Roe mentioned the changes had been made and read the amended Resolution into the record.

The motion carried as follows:

S. Martin: Yes Stumbo: Yes Roe: Yes Doe: Yes
M. Martin: Yes

NEW BUSINESS

1. BUDGET AMENDMENT #8

Clerk Lovejoy Roe provided a brief overview of Budget Amendment #8.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to approve Budget Amendment #8 (see attached). The motion carried unanimously.

2. REQUEST OF KAREN WALLIN, HUMAN RESOURCES FOR APPROVAL OF UPDATES TO THE EQUAL EMPLOYMENT OPPORTUNITY AND NEPOTISM POLICIES LOCATED WITHIN THE YPSILANTI TOWNSHIP POLICY AND PROCEDURE MANUAL

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve updates to the Equal Employment Opportunity and Nepotism Policies located within the Ypsilanti Township Policy and Procedure Manual (see attached). The motion carried unanimously.

3. REQUEST OF KAREN WALLIN, HUMAN RESOURCES FOR AUTHORIZATION TO CHANGE THE PART TIME IT HELP DESK POSITION TO A REGULAR FULL TIME HOURLY POSITION WITHIN THE TEAMSTER BARGAINING UNIT AND TO WAIVE EXTERNAL POSTING OF THE POSITION AND FILL INTERNALLY

A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin for authorization to change the part time IT Help Desk Position to a regular full time hourly position within the Teamster Bargaining Unit and to waive external posting of the position and fill internally.

13

Supervisor Stumbo stated this item would have to come back to the Board for a Budget Amendment.

The motion carried unanimously.

4. REQUEST OF LARRY DOE TO PURCHASE FIVE (5) YEARS GENERIC RETIREMENT SERVICE CREDIT FROM MERS AND AUTHORIZE SIGNING OF THE MERS GOVERNING BODY RESOLUTION

A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to allow Larry Doe to abstain.

The motion carried as follows:

S. Martin: Yes Stumbo: Yes Roe: Yes Doe: Abstain
M. Martin: Yes

A motion was made by Clerk Lovejoy Roe, supported by Trustee Mike Martin to approve Larry Doe to purchase five (5) years Generic Retirement Service Credit from MERS and to authorize signing of the MERS Governing Body Resolution. The motion carried with one (1) abstention.

5. REQUEST OF KAREN WALLIN, HUMAN RESOURCES FOR APPROVAL OF JOB DESCRIPTION, POSTING AND FILLING OF QUALITY ASSURANCE SPECIALIST

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to approve request of Karen Wallin, Human Resources for approval of job description, posting and filling of Quality Assurance Specialist.

Supervisor Stumbo stated this item had been discussed at several previous meetings and at the Work Session this evening. She reported this item would also require a Budget Amendment to be brought back to the Board at the next meeting.

The motion carried unanimously.

6. RESOLUTION 2015-17, PEDDLER LICENSE FEE SCHEDULE

Clerk Lovejoy Roe read the Resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Resolution 2015-17 (see attached). The motion carried unanimously.

7. RESOLUTION 2015-18, ADOPTION OF FREEDOM OF INFORMATION ACT PROCEDURES AND GUIDELINES AND PUBLIC SUMMARY OF FREEDOM OF INFORMATION ACT PROCEDURES AND GUIDELINES

Clerk Lovejoy Roe read the Resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Resolution 2015-18, adoption of Freedom of Information Action Procedures and Guidelines and Public Summary of Freedom of Information Act Procedures and Guidelines (see attached). The motion carried unanimously.

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
SCOTT MARTIN



Human Resource
Department

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-0065
Fax: (734) 484-5160
ytown.org

MEMORANDUM

13

TO: Charter Township of Ypsilanti Board of Trustees

FROM: Karen Wallin, HR Department
Mike Radzik, OCS Director

DATE: June 8, 2015

RE: Request authorization to have the temporary part-time IT Help Desk position moved to a regular full-time hourly TEAMSTER position and seeking approval to waive external posting and to fill the position internally.

Over the last few years, the IT Department has been staffed by 2 full-time employees (one dedicated to the Township web-site) and a temporary part-time employee. As new IT technology has been introduced and rolled out to the Township workforce the work flow within the IT Department has continued to increase.

In 2014 when the temporary part-time position became vacant, the position was advertised. We received limited interest in the part-time position, and found it difficult to attract qualified candidates. After a number of interviews, a job offer was made to David Maynard. He began his duties with us on December 1, 2014 working part-time until February at which time I petitioned the board for an increase to 40 hours per week for a period of 120 days. Having the IT Help Desk position covered at 40 hours a week has proven to be a great benefit to not only the IT Department but the entire Township workforce.

Since David has been with the Township, he has continued to seek opportunities on his own to further his IT skills and knowledge. David has demonstrated a high level of professionalism and has exceeded the expectations of the department. His rapport with the employees is outstanding and his willingness to assist has been recognized by all.

To meet the increasing needs of the IT Department and to move forward without delay, we would like to recommend that the temporary part-time IT position be reclassified as a full-time IT position, that the posting requirement is waived, and a full-time employment offer be extended to David Maynard with a starting salary of \$19.00/per hour.

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5. REQUEST OF KAREN WALLIN, HUMAN RESOURCES SPECIALIST TO POST AND FILL THE VACANT ORDINANCE ENFORCEMENT ADMINISTRATOR POSITION WITHIN THE TEAMSTER BARGAINING UNIT AND TO WAIVE EXTERNAL POSTING OF THE POSITION

A Motion was made by Trustee Eldridge, supported by Trustee M. Martin to Approve the Request of Karen Wallin, Human Resources Specialist to Post and Fill the Vacant Ordinance Enforcement Administrator Position Within the Teamster Bargaining Unit and to Waive External Posting of the Position.

The motion carried unanimously.

6. 2016 CONTRACTS AND RENEWALS

A Motion was made by Trustee Eldridge, supported by Trustee S. Martin to Approve the 2016 Contracts and Renewals (see attached).

The motion carried unanimously.

7. RESOLUTION 2015-52, BOARDS AND COMMISSIONS APPOINTMENTS AND REAPPOINTMENTS

A Motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Resolution 2015-52, Boards and Commissions Appointments and Reappointments (see attached).

The motion carried unanimously.

OTHER BUSINESS

AUTHORIZATION AND BIDS

1. REQUEST OF JUSTIN BLAIR, DIRECTOR OF GOLF TO AWARD LOW BID TO SPARTAN DISTRIBUTORS FOR THE LEASE OF SIXTY EIGHT (68) TXT GAS POWERED GOLF CARTS IN THE AMOUNT OF \$96.73 PER CART, PER MONTH ONE (1) CUSHMAN HALLER 1200 BEVERAGE CART IN THE

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
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SCOTT MARTIN



**Human Resource
Department**

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-0065
Fax: (734) 484-5160
ytown.org

MEMORANDUM

14

TO: Charter Township of Ypsilanti Board of Trustees

FROM: Karen Wallin, HR Department
Mike Radzik, OCS Director

DATE: December 7, 2015

RE: **Request authorization to post and fill a second Ordinance Enforcement Administrator position within the TEAMSTER Bargaining Union with proposed salary schedule.**

As discussed during the December 1, 2015 Work Session, a request is being forwarded to post and fill a second Ordinance Enforcement Administrator position with the TEAMSTER Bargaining Union.

Prior to December 31, 2012 the Ordinance Department employed (2) Ordinance Enforcement Administrators. Upon the retirement of one of those Administrators, the decision was made to not fill the Administrator position however the Ordinance Enforcement Assistant position was created and filled in April of 2013. Currently the Ordinance Department is staffed by 1 full-time Ordinance Enforcement Administrator performing field work as well as front line supervision to 3 full-time and 1 part-time Ordinance Enforcement Assistants.

With the anticipation of adding apartment and mobile home rentals to the inspection program in 2016 and the current work load of the Ordinance Administrator, as detailed by Mike Radzik in the attached document, filling the vacant Administrator position is now critical.

Discussions have occurred with the TEAMSTER Bargaining Unit and they have agreed to waive external posting of the position to allow for internal qualified candidates first bid rights. Should an internal candidate not post for the position, the external posting process would begin.

We are recommending a starting salary of \$46,000/annually with a \$1,500 increase upon successful completion of a six month probationary period and a \$1,500 increase effective January 1, 2017.

At this time, I would like to formally request authorization from the Township Board to move forward with posting and filling a second Ordinance Enforcement Administrator position. Your consideration in this matter is appreciated. Should you have any additional questions, please feel free to contact me or OCS Director, Mike Radzik.

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Karen Wallin, Human Resources Specialist
From: Mike Radzik, OCS Director
Copy: Brenda Stumbo, Supervisor
Re: **Request to post and fill vacant Ordinance Enforcement Administrator position**
Date: December 7, 2015

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Proposal

Per our previous discussions, I would like to post and fill the existing/vacant position of Ordinance Enforcement Administrator (Administrator) effective with Board approval at the start of the new budget year on January 4, 2016. Funding to support this proposal is approved in the 2016 Ordinance Department budget.

Background

There is at least one qualified employee in the Ordinance Enforcement Assistant (Assistant) classification. I anticipate being able to award the position to an internal candidate within the framework of the Teamster agreement. Teamster leadership has agreed to waive the external posting requirement in this instance because it will not be necessary and an internal award will help foster positive morale and further enhance our current team.

Please note that I am *not* proposing to hire a new employee at this time to back-fill any Assistant vacancy created by this proposal. As discussed several times with the Board of Trustees, Chief Building Official Alex Mamo and I will be seeking approval to expand the rental housing program to include multiple and mobile home housing units within the next 3-4 months. That program expansion will require up to two additional Assistant positions and a clerical position. I anticipate requesting approval for those new positions at that time. Financing for the expansion will initially come from the fund balance of Fund 248 and then eventually by fee revenue as the program ramps up during 2016.

Demonstrated Need

To help understand the need to fill the second Administrator position now, I have analyzed the existing inspection workload and considered the planned rental housing program expansion.

For reference, there are differences that distinguish the Administrator and Assistant positions:

- Assistants are hourly employees eligible for overtime; Administrators are salaried employees.

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- Assistants primarily handle scheduled rental housing and vacant building inspections with cooperative property owners. Assistants also handle routine code enforcement such as vegetation, blight and solid waste complaints.
- Administrators primarily handle more complex investigations involving difficult situations with uncooperative or absentee property owners. These cases include condemnations, complex zoning violations, assistance to legal counsel and enforcement of court orders, vacant property inspections that require administrative search warrants, and assistance to the sheriff's office in conjunction with criminal investigations.
- In addition to carrying a full caseload, Administrators also provide basic supervision and direction to Assistants in the field. To demonstrate caseloads, I analyzed inspection activity for the period Jan 1 – Nov 30, 2015:

	Administrator	Assistant 1	Assistant 2	Assistant 3	Assistant 4*
Code Enforcement Inspections	2,443	2,030	1,094	2,974	93
Rental Housing Cert Inspections	486	207	1,365	1,680	1,075
Vacant Residential Cert Inspections	544	373	321	23	0
Vacant Commercial Cert Inspections	2	2	6	1	0
Total Inspections (All Types)	3,475	2,612	2,786	4,678	1,168

*Assistant 4 is part time

The above chart shows completed inspections for code enforcement and the various certification programs. An individual case may be completed with a single inspection or may require multiple inspections over time. As you can see, our existing Administrator carries a full caseload in addition to supervising the Assistants, and this group works very well together as a team. Some of the Administrator's inspections are administrative in nature and he fills in when Assistants use benefit time off.

The Assistant's workload tends to be specialized, although each is fully trained in all areas of work. For example, Assistant 1 is the only team member skilled to write search warrants (95 so far this year) and is more heavily involved in non-compliant vacant property cases and rental housing intervention due to police action. Assistant 2 does scheduled rental and vacant housing inspections, while Assistant 3 does scheduled rental inspections and handles the bulk of vegetation complaints. Assistant 4 works part time almost exclusively doing rental housing inspections. All of the Assistants also do general code enforcement.

As discussed, we plan to expand the rental housing program to include apartments and rented mobile home units. Alex predicts we will need one, or possibly two additional Assistants to service the program expansion which will in turn require more supervision and training. We plan to bring this proposal to the Board of Trustees for consideration within a few months and so it makes sense to prepare by filling the Administrator position in January.

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Salary Recommendation

There is a significant gap between the 2016 Assistant hourly rates and the 2016 Administrator salary, and the current Administrator has 17 years seniority in the position. You will recall that three years ago we replaced a retiring Administrator with the newly created Assistant position at a lower pay rate designed to save money. There is no salary range or seniority incentive for the Administrator position within the framework of the Teamster contract; therefore I am recommending a salary schedule for this position based on the totality of circumstances.

After reviewing the scheduled increases for 2016-17 for existing Teamster positions in both job classifications and considering the relative seniority of our existing pool of Assistants, I am recommending a starting salary of \$46,000 with scheduled \$1,500 increases at six and twelve month intervals contingent upon satisfactorily completing a probationary period.

This recommendation will cover through the end of 2017 and coincides with the expiration of the current Teamster agreement, so it will not require further salary negotiation until the contract expires.

I would like to bring this proposal to the Board of Trustees for consideration at its December 15, 2015 regular meeting. Thank you for your time and expertise working through this process.

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2. 1st READING OF RESOLUTION 2016-51, PROPOSED ORDINANCE 2016-470 AN ORDINANCE TO AMEND THE CHARTER TOWNSHIP OF YPSILANTI CODE OF ORDINANCES, CHAPTER 48 ENTITLED PROPERTY MAINTENANCE TO ADD A PROVISION REGARDING SNOW REMOVAL FROM SIDEWALKS AND SNOW EMERGENCIES

A motion was made by Treasurer Doe, supported by Trustee S. Martin to be tabled until next board meeting.

Eldridge:	Yes	S. Martin:	Yes	Stumbo:	Yes
Lovejoy Roe:	Yes	Doe:	Yes	M. Martin:	No

3. RESOLUTION 2016-52, AMENDED RENTAL HOUSING INSPECTION PROGRAM FEE SCHEDULE

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Resolution 2016-52, Amended Rental Housing Inspection Program Fee Schedule (see attached).

Mike Radzik, OCS Director explained the fee schedule which now includes rental apartments, manufactured housing for both owner occupied and rentals. Mr. Radzik stated there were 67 apartment complexes in the township, 675 individual buildings within the apartment complexes and 6890 individual units within the apartment complexes. He said that they assume approximately 75% of the existing manufactured homes are rentals and there are about 1280 manufactured housing sites approved by the State of Michigan in the 7 parks in Ypsilanti Township. Mr. Radzik explained each fee for the different dwellings. Supervisor Stumbo stated that its' a great program and thanked Mr. Radzik for putting it together.

The motion carried unanimously.

4. REQUEST OF MIKE RADZIK, DIRECTOR OFFICE OF COMMUNITY STANDARDS FOR THE AUTHORIZATION TO ADD ONE ADDITIONAL FLOATER II/CLERK III POSITION TO THE OFFICE OF COMMUNITY STANDARDS FUNDED IN THE AMOUNT OF \$19,790.00 IN THE HOUSING AND BUSINESS INSPECTION BUDGET (248)

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Request of Mike Radzik, Director Office of Community Standards for the Authorization to Add One Additional Floater II/Clerk III Position to the Office of Community Standards Funded in the Amount of \$19, 790.00 in the Housing and Business Inspection Budget (248).

The motion carried unanimously.

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4. REQUEST OF ANGELA VERGES, RECREATION SUPERINTENDENT TO PURCHASE A SOFTWARE UPGRADE FROM RECTRAC, A SINGLE SOURCE VENDOR, IN THE AMOUNT OF \$7,705.00 BUDGETED IN LINE ITEM 101-266-000-977-001

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Request of Angela Verges, Recreation Superintendent to Purchase a Software Upgrade from Rectrac, a Single Source Vendor, in the Amount of \$7,705.00 Budgeted in Line Item 101-266-000-977-001.

The motion carried unanimously.

5. REQUEST OF KAREN WALLIN, HUMAN RESOURCE GENERALIST FOR AUTHORIZATION TO CREATE AN ASSISTANT I.T. MANAGER POSITION WITHIN THE TEAMSTER BARGAINING UNIT WITH PROPOSED SALARY OF \$55,000.00 PER YEAR AND TO WAIVE EXTERNAL POSTING AND FILL THE POSITION INTERNALLY.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Request of Karen Wallin, Human Resource Generalist for Authorization to Create an Assistant I.T. Manager Position within the Teamster Bargaining Unit with Proposed Salary of \$55,000.00 per year and to Waive External Posting and Fill the Position Internally.

Karen Wallin, Human Resource Generalist stated that with increase of IT services it was decided that we were in need of this Manager position. Trustee Wilson asked if the Help Desk employee was getting this position would be rehiring for the help desk. Trustee Eldridge asked who would be doing the Help Desk responsibilities and Ms. Wallin said the Manager would continue to do both.

The motion carried unanimously.

6. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 1635 WISMER, 618 BAGLEY, 456 HAYES, 1715 BEVERLY, 2355 WIARD AND 1711/1731 CADILLAC IN THE AMOUNT OF \$35,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to Approve the Request of Mike Radzik, OCS Director for Authorization to Seek Legal Action if Necessary to Abate Public Nuisance for Property Located at 1635 Wismer, 618 Bagley, 456 Hayes, 1715 Beverly, 2355 Wiard and 1711/1731 Cadillac in the Amount of \$35,000.00 Budgeted in Line Item #101-950-000-801-023.

The motion carried unanimously.

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FEBRUARY 21, 2017 REGULAR BOARD MEETING MINUTES
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3. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR FOR AUTHORIZATION OF AGREEMENT WITH OHM TO REPACKAGE AND REBID THE GREEN OAKS GOLF COURSE CART PATH IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$3,900.00 BUDGETED IN LINE ITEM #101-956-000-801-000

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell-Roe to Approve Request of Jeff Allen, Residential Services Director for Authorization of Agreement with OHM to Repackage and Rebid the Green Oaks Golf Course Cart Path Improvements in an Amount Not to Exceed \$3,900.00 Budgeted in Line Item #101-956-000-801-000 (see attached).

The motion carried unanimously.

4. REQUEST OF MICHAEL RADZIK, OCS DIRECTOR FOR APPROVAL OF FIVE (5) SEPARATE AGREEMENTS WITH THE WASHTENAW COUNTY ROAD COMMISSION TO INSTALL TRAFFIC CALMING DEVICES ON ALLEN RD. (\$21,404.00), BERWICK DR. (\$40,941.00), RACHEL DR. (\$34,028.00), N. CLUBVIEW DR. (\$45,344.00), AND S. CLUBVIEW DR. (\$25,732.00) IN AN ESTIMATED TOTAL AMOUNT OF \$166,999.00 BUDGETED IN LINE ITEM #101-446-000-818-022

A motion was made by Treasurer Doe, supported by Trustee Wilson to Approve the Request Of Michael Radzik, OCS Director for Approval of Five (5) Separate Agreements with the Washtenaw County Road Commission to Install Traffic Calming Devices on Allen Rd. (\$21,404.00), Berwick Dr. (\$40,941.00), Rachel Dr. (\$34,028.00), N. Clubview Dr. (\$45,344.00), and S. Clubview Dr. (\$25,732.00) in an Estimated Total Amount of \$166,999.00 Budgeted in Line Item #101-446-000-818-022 (see attached).

Arloa Kaiser, Township Resident asked why all street costs weren't the same. Supervisor Stumbo stated some of the streets were longer and needed more speed humps.

The motion carried unanimously.

5. REQUEST OF KAREN WALLIN HUMAN RESOURCES FOR APPROVAL TO MOVE ONE PART TIME CUSTODIAL POSITION TO FULL TIME AND TO POST INTERNALLY IN THE AMOUNT OF \$43,371.95

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Request of Karen Wallin Human Resources for Approval to Move One Part Time Custodial Position to Full Time and to Post Internally in the Amount of \$43,371.95.

The motion carried unanimously.



Current posting

Charter Township of Ypsilanti

FLOATER II/CLERK III

(Clerk's Office)

Seeking a full-time energetic team player to serve within the fast paced Township Clerk's Office. Candidate must possess skill in developing written correspondence including proper use of grammar, editing capabilities, composing, proofreading, taking minutes and report writing. Clerical, computer and office skills required including data entry, electronic filing, email, phone operations, copy machines, message taking and internet use.

Applicants must:

- Be available to work all elections
- Have experience in team work, problem solving, conflict resolution, empathy and diplomacy
- Type 50 wpm
- Have High School Diploma or G.E.D. with two years' experience involving public contact.

Qualified candidates will be tested and interviewed to validate skills

Starting Salary: \$18.95/hr

Job description and application is available at: www.ytown.org or in the HR Department at the Township Civic Center, 7200 S. Huron River Dr., Ypsilanti, MI.

Closing Date: Friday, February 6, 2015

Equal Opportunity Employer

Current Job
Description

Charter Township of Ypsilanti

FLOATER II/CLERK III

Summary

This is an ambulant clerical position that may be assigned as needed to any department. Performs responsible clerical work requiring the skillful use of the typewriter, computer, calculator and telephone. Assists the public at the counter and on the telephone.

Supervision Received

Supervised by the Director or Deputy of the assigned department who advises on unusual work situations and checks the more difficult projects in progress and upon completion. Routine duties are performed with independence according to established procedures and practices.

Responsibilities and Duties

An employee in this position may be called upon to do any or all of the following essential duties: (These examples do not include all duties which the employee may be expected to perform).

1. Performs general office and record keeping functions for the assigned department.
2. Acts as a receptionist receiving communications, making and receiving phone calls, setting up appointments and routing calls to the appropriate staff person.
3. Assist the public by telephone and in person by answering inquiries on general policy, programs, and procedures whereby familiarity with departmental operations is essential and by disseminating information and materials.
4. Take payment for and record permits, fees and registrations. Issue receipts and permits as required.
5. Make postings, reconcile and balance receipts.
6. Compose routine correspondence and rough draft report narratives and tabulations.
7. Prepare correspondence, reports and minutes from source documents, audio tape, or rough draft reviewing for correct structure, grammar and math using professional secretarial standards on style and format to obtain a final document.
8. Collect and input data for the preparation and maintenance of clear and concise records, files and charts. Check the accuracy and completeness of records, forms, documents and attachments according to procedure or by comparison with original sources.

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



**Human Resource
Department**

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-0065
Fax: (734) 484-5160
ytown.org

MEMORANDUM

TO: Charter Township of Ypsilanti Board of Trustees

FROM: Karen Wallin, HR Department

DATE: July 18, 2017

RE: Request approval to create and post an “Election Specialist” (Classification #19) position within the AFSCME Bargaining Union

Over the last 2 years, a number of changes have taken place within the Clerk’s Department staffing. These changes have resulted in the need for a lead staff member to focus on just Election duties.

Recently one of the Floater II/Clerk III employees from the Clerk’s Department signed a lateral posting and moved into the Treasurer’s Department leaving a vacant position within the Clerk’s Department. After reevaluating the staffing needs of her department, Clerk Roe approached the Human Resource Department requesting a new position entitled “Election Specialist”. As there is a vacant position within the Clerk’s Department at this time, it is felt that this may be the opportune time to approach the Board of Trustees with the request to create and fill a new position of “Election Specialist” (Classification #19) within the AFSCME Bargaining Union.

We anticipate a Floater II/Clerk III from the Clerk’s Department posting for the “Election Specialist” and that Floater II/Clerk III position would not be back filled. The Floater II/Clerk III position left vacant from the earlier posting; would be filled internally.

We are requesting authorization to create and fill the “Election Specialist” position (Classification #19) at a salary of \$25.15 an increase of \$2.54 from the Floater II/Clerk III position.

I have had discussion with the AFSCME Bargaining Union Chief Steward and he is in support of the creation, posting and filling of the “Election Specialist” position.

Your consideration in this matter is appreciated.

Charter Township of Ypsilanti

Election Specialist

Summary

Under the Direction of the Township Clerk, perform all administrative and functional tasks related to the conduct of Elections. Provides Township Clerk and Deputy Clerk with direction and requirements for election deadlines and legal requirements and works cooperatively with Township Clerk and Deputy Clerk on all decisions regarding election preparation and implementation assuring successful operation of Elections. The Election Specialist assigns election tasks and directs election workflow for Floater II/Clerk III staff within the Clerk's Department, under the direction of the Township Clerk. The Election Specialist performs other Floater II/Clerk III duties in the Clerk's office not related to elections as assigned.

Supervision Received

Performs functions of election administration and other Clerk Department duties independently on a daily basis under the overall direction of the Township Clerk.

Responsibilities and Essential Duties

An employee in this position may be called to do any or all of the following essential duties: Examples do not include all of the duties the employee may be expected to perform).

The following job functions are the responsibility of the Election Specialist who is responsible for the effective operation of all Township elections. Analyze election workflow and requirements and delegate and assign election related duties to Floater II/Clerk III staff in the Clerk's department under Supervision and consultation with the Clerk during the preparation and follow up to elections, including staffing requirements and assignments on election day.

1. Update Voter Master Card Files, voter registration documents and maintenance of same, Maintain QVF System and updates as required.
2. Process and Record Absentee Ballots Including: Processing Requests and the Preparation of Absentee Ballot Applications for mailing, Record Absentee Ballot Application Information in QVF system, Prepare and Mail all Absentee Ballots and preparation for Absentee Count Board.
3. Recruit and Assign Election Set-Up Crew and Preparation Meetings. Arrange polling locations and equipment delivery set-up/pick-up dates and times.
4. Recruit, Train and Assign Election Inspectors for Elections. Confirm all Election Inspectors are current with necessary certifications and process Pay for Election Inspectors following elections.
5. Schedules and Prepares Election Commission Meetings as Required by Law. Assures Publishing/Posting/Website Postings of Election Notices as Required by Law.

6. Responsible for accurate testing of all Election Equipment and ensuring proper operation of equipment. Identify and resolve problems as needed.
7. Order supplies for voter registration and Elections. Prepare all supplies required at Precincts for Election Inspectors including Ballots.
8. Respond to questions of a Technical and Legal Nature regarding Election Procedures.
9. Update street indexes and precinct maps including precinct locations and boundaries. Design Communications and coordinate notifications of precinct consolidations.
10. Under the direction of the Township Clerk, responsible for training and assigning election tasks to Floater II/Clerk III and temporary staff within the Clerk's Department.
11. Assist in Interpretation and Implementation of related Laws, Rules and Regulations, seeking County Clerk and Bureau of Elections direction as needed. Update Township Clerk and Deputy Clerk on Election related updates, changes and problems along with providing solutions and implementation.
12. Prepare for Election Audits and all Election follow up requirements.
13. Perform all essential duties of the Floater II/Clerk III classification as needed.

Essential Functions, Qualifications and KSA's for Employment

All of the following functions, qualifications, knowledge, skills and abilities are essential. An employee in this position upon appointment should have the equivalent of the following:

- Knowledge of legal requirements, practices and principles of elections, equipment and supplies utilized for elections.
- Associates Degree or higher educational level or related equivalent employment experience in Municipal Elections that match the election responsibilities, duties and functions required.
- Ten years Election experience is preferred.
- Ability to analyze necessary workflow and deadlines and assign co-workers required assignments.
- Ability to train co-workers in essential functions, duties and responsibilities as needed.
- Ability to communicate effectively and recommend to Township Clerk and Deputy Clerk requirements and staff assignments for Election preparation and follow up.
- Knowledge of office practices and procedures, business English, spelling, punctuation and math.
- Skill in operation of office and Election equipment.
- Ability to communicate effectively in writing and verbally in person and on the telephone.
- Interpersonal skills to develop and maintain effective working relationships with the public, co-workers, officials and election inspectors.
- Must be able to become a Notary.
- Skill in the use of Microsoft Office including Word and Excel.
- Good vision, hearing and speech to perform Essential Responsibilities, Duties and Functions Required.

NEW BUSINESS

**CHARTER TOWNSHIP OF YPSILANTI
2017 BUDGET AMENDMENT #11**

August 15, 2017

101 - GENERAL OPERATIONS FUND

Total Increase \$174,258.00

Request to increase budget for PTO payout request over the budgeted 32 hours, an additional 40 hours to be paid at 75%. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$757.00
		Net Revenues	<u>\$757.00</u>
Expenditures:	Salaries pay out -PTO	101-201-000-708.004	\$704.00
	FICA	101-201-000-715.000	\$53.00
		Net Expenditures	<u>\$757.00</u>

Budget for recently scheduled November Election. This will be funded by a reimbursement from the County after the election.

Revenues:	Reimbursement for Elections	101-000-000-686.000	\$44,100.00
		Net Revenues	<u>\$44,100.00</u>
Expenditures:	APPOINTED OFFICIALS	101-215-000-704.000	\$27,000.00
	REG OVERTIME	101-215-000-709.000	\$6,000.00
	OFFICE SUPPLIES - ELECTIONS	101-215-000-740-010	\$6,000.00
	PROFNSL SRV-PROGRAMMING BALLO	101-215-000-801.200	\$3,500.00
	TRAVEL - ELECTIONS	101-215-000-860.010	\$500.00
	EQUIPMENT RENTAL/LEASING	101-215-000-941.000	\$1,100.00
		Net Expenditures	<u>\$44,100.00</u>

Request to budget for the purchase of an enclosed trailer to transport election supplies. The old truck used for this purpose has been deemed unsafe. Three written quotes have been obtained and the lowest quote for the trailer was received by DR Trailer Sales in the amount of \$4,738. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$4,738.00
		Net Revenues	<u>\$4,738.00</u>
Expenditures:	Equipment	101-215-000-977.000	\$4,738.00
		Net Expenditures	<u>\$4,738.00</u>

Request for additional funds needed for the 1st phase in the Tyler Dam project. The increase is for change orders for additional work to be performed by Dan's Excavating Inc. The administrator of the project is YCUA. As this project progresses, we will bring forth additional budget amendments and keep the Board up to date on the 1.9 million dollar project approved in 2015. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$124,663.00
		Net Revenues	<u>\$124,663.00</u>
Expenditures:	Capital Outlay - Tyler Dam Project	101-970-000-971-100	\$124,663.00
		Net Expenditures	<u>\$124,663.00</u>

**CHARTER TOWNSHIP OF YPSILANTI
2017 BUDGET AMENDMENT #11**

August 15, 2017

212 - BIKE, SIDEWALK, RECREATION, ROADS, & GENERAL FUND	Total Increase	<u><u>\$0.00</u></u>
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Budget Line Transfer request to complete a transfer between Cost Centers (Departments) as required by resolution. Request to move \$250.00 from Highways & streets debt service interest for agent fees charged for the first time by the Washtenaw County Road Commission. There will be no change to the overall budget.

Expenditures:	Highways & Streets	212-212-000-818.006	(\$250.00)
		Net Revenues	<u><u>(\$250.00)</u></u>
Expenditures:	Debt Service Interest	212-991-000-991.002	\$250.00
		Net Expenditures	<u><u>\$250.00</u></u>

893 - NUISANCE ABATEMENT FUND	Total Increase	<u><u>\$20,000.00</u></u>
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Request to budget funds for several court ordered clean up jobs. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	893-000-000-699.000	\$20,000.00
		Net Revenues	<u><u>\$20,000.00</u></u>
Expenditures:	Blight Enforcement Costs	893-893-000-806.001	\$20,000.00
		Net Expenditures	<u><u>\$20,000.00</u></u>

Motion to Amend the 2017 Budget (#11):

Move to increase the General Fund budget by \$174,258 to \$9,670,578 and approve the department line item changes as outlined.

Move to complete a budget line transfer from one department to another department within the Bike, Sidewalk, Recreation, Roads, & General Fund (BSRII Fund) and approve the department line item changes as outlined.

Move to increase the Nuisance Abatement Fund by \$20,000 to \$58,597 and approve the department line item changes as outlined.

GRANT OF EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: that the undersigned **The Charter Township of Ypsilanti**, A/K/A The Township of Ypsilanti, a Michigan Municipal Corporation, having a mailing address of 7200 South Huron River Drive, Ypsilanti, MI 48197-7007 (hereinafter called "Grantor", whether one person or more than one), for and in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, paid by **NEXUS GAS TRANSMISSION, LLC**, a Delaware limited liability company, having a principal place of business at 5400 Westheimer Court, Houston, Texas 77056 (hereinafter called "Grantee" or "NEXUS"), does hereby give, grant and convey unto Grantee, its successors and assigns, subject to the limitations and reservations herein stated, an exclusive, fifty foot (50') wide permanent easement for the purpose of laying, constructing, maintaining, operating, altering, replacing, repairing, watering up, dewatering, changing the size of (with the same or thicker size pipeline), relocating within the Easements, and abandoning and removing one (1) underground pipeline having a nominal diameter of thirty-six inches (36"), together with such below-grade valves, fittings, meters, tie-overs, cathodic/corrosion protection, electrical interference mitigation, data acquisition and communications lines and devices, electric lines and devices, pipeline markers required by law, and other appurtenant facilities (collectively, the "Pipeline Facilities"), all of which shall be and remain the property of Grantee, for the transmission of natural gas and all by-products thereof, under, across, and upon the following described land (the "Easement") situated in the Township of Ypsilanti, County of Washtenaw, and State of Michigan, more fully described and referred to as:

TRACT NO(s): MI-WA-000.0001-SA-6.1-SPRD4, MI-WA-107.0020 &
MI-WA-107.0020-TAR-7-250.2

Being a portion of the land described as being in the Township of Ypsilanti, County of Washtenaw, State of Michigan, to wit: Commencing at the South 1/4 post of Section 24, Town 3 South, Range 7 East; thence North 1 degree 40'40" West 50.01 feet in the North-South 1/4 line for the point of beginning; thence South 87 degrees 16'30" West 66.01 feet; thence North 1 degree 40'40" West 830.01 feet; thence South 84 degrees 04'20" West 212.54 feet; thence North 78 degrees 43'40" West 156.92 feet; thence South 45 degrees 24'20" West 280.63

feet; thence South 69 degrees 28'20" West 311.55 feet; thence South 85 degrees 32'20" West 387.30 feet; thence North on the centerline of Bridge Road to the centerline of the Huron River; thence Easterly along the centerline of said River to the North-South 1/4 line; thence South to the point of beginning; being a part of the Southwest 1/4 of Section 24, Town 3 South, Range 7 East. (the "Property").

Parcel No. K-11-24-300-011

The Easement across the Property of Grantor is more particularly shown on the plan entitled Exhibit "A-1", Drawing No. MI-WA-107.0020, dated 03/14/2016 ("Drawing") attached hereto as Exhibit A-1 and made a part hereof.

TRACT NO(s): MI-WA-110.0000

Being a portion of the land described as being in the Township of Ypsilanti, County of Washtenaw, State of Michigan, to wit: Part of Section 24, Town 3 South, Range 7 East, described as beginning at a point located distant South 1 degree 31'13" East 1502.98 feet along the centerline of Bomber Road, coincident with the North-South 1/4 line of Section 24, Town 3 South, Range 7 East, and South 89 degrees 18'13" East 801.99 feet along the centerline of Grove Road and South 01 degree 57'13" East 674.24 feet from the North 1/4 corner of said Section 24; thence South 01 degree 57'13" East 400.23 feet to a point on the centerline of the Huron River; thence along said centerline of the Huron River, North 85 degrees 29'36" West 636.32 feet and South 76 degrees 13'06" West 272.86 feet to a point hereinafter referred to as "Point A" and South 48 degrees 00'46" West 201.80 feet and South 33 degrees 01'26" West 477.07 feet and South 23 degrees 29'55" East 125.40 feet and South 53 degrees 50'31" East 161.01 feet and South 75 degrees 57'50" East 618.47 feet and South 62 degrees 44'41" East 185.61 feet and South 15 degrees 38'32" East 129.81 feet and South 10 degrees 53'08" West 132.38 feet and South 46 degrees 23'50" West 145.00 feet and South 70 degrees 33'36" West 180.28 feet and South 87 degrees 52'44" West 405.28 feet and South 78 degrees 34'50" West 454.07 feet; thence North 01 degrees 05'30" West 541.09 feet; thence South 88 degrees 54'30" West 567.00 feet to a point on the East line of Bridge Road (66 feet wide); thence North 01 degree 05'30" West 1100.00 feet along said East line; thence North 88 degrees 56'44" East 798.38 feet to a point hereinafter referred to as "Point B"; thence North 56 degrees 18'36" East 522.80 feet; thence South 88 degrees 37'15" East 830.95 feet to the point of beginning. (the "Property").

Parcel No. K-11-24-300-001

The Easement across the Property of Grantor is more particularly shown on the plan entitled Exhibit "A-2", Drawing No. MI-WA-110.0000, dated 01/30/2016 ("Drawing") attached hereto as Exhibit A-2 and made a part hereof.

1. Notwithstanding anything to the contrary as shown on the Drawing, the permanent and exclusive easement rights granted to Grantee shall extend to and include contiguous public or private roads and ways to the full extent of Grantor's interest therein for the purpose of ingress and egress to the Easement.

2. Also included in this Grant of Easement is the use of the following if and to the extent shown on the Drawing: (a) temporary access roads (the "Temporary Access Road", whether one or more) to access the Temporary Work Space (as herein defined) and the Easement; (b) temporary work space (the "Temporary Work Space") for construction, operation and maintenance of the Pipeline Facilities. Grantor's granting of any Temporary Access Road and any Temporary Work Space to Grantee shall be on an exclusive basis during the full term of twenty four (24) months from the start of construction of the Pipeline Facilities on the Property. Grantee shall provide Grantor with fourteen (14) days advance written notice prior to the start of construction. Grantor shall grant no third party any right to use any Temporary Access Road or any Temporary Work Space prior to the expiration of Grantee's exclusive term to use any Temporary Access Road and/or any Temporary Work Space.

3. Grantee intends to use the area described on the attached Exhibit "A" for the purposes of storing, bending, welding and testing of pipe and for valve and other appurtenant facility assembly operations, and for storing of other pipeline-related materials including, but not limited to, construction equipment (the "Staging Area"). The Staging Area may also be used for the following purposes: parking of vehicles including trucks, vans and construction equipment, the rights of ingress and egress to and from the Staging Area for enjoyment of Grantee's parking rights, the temporary storage of soils during the construction of Grantee's pipeline project, fabrication, material storage, painting of equipment and related pipeline construction activities. Vehicles may be owned or operated by individual agents or employees of the Grantee or its contractors or private parties. Grantee and its contractors may also set up, operate and maintain portable office trailers with associated electric power and telephone services on the Staging Area during the term of these twenty-four (24) months from the start of construction to facilitate Grantee's pipeline construction and restoration operations.

4. Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment and use of the rights herein granted, including, but not limited to, the right, to be exercised at any time in Grantee's sole and absolute discretion, to remove, clear and to keep clear all buildings (including, but not limited to, sheds, garages, and other structures, whether on foundations or not), walls or similar structures, above- or below-ground swimming pools, decks, rocks, trees, brush, limbs, and other obstructions including, but not limited to, pipelines and conduits, within the Easement, any Temporary Access Road and any Temporary Work Space (prior to the expiration of Grantee's right to use any Temporary Access Road and any Temporary Work Space) that may interfere with the Grantee's use of the Easement, any Temporary Access Road and any Temporary Work Space (prior to the expiration of Grantee's right to use any Temporary Work Space and any Temporary Access Road), and the free and full right of ingress and egress, over and across said Easement, any Temporary Access Road and any Temporary

Work Space. Subject to the terms of this Grant of Easement, after construction and installation of the Pipeline Facilities is timely completed, Grantor may plant crops (but in no event trees) within the Easement and harvest the same in Grantor's sole and absolute discretion .

5. Grantor and Grantee agree that the consideration for this Grant of Easement includes payment for the value of the rights granted to Grantee by Grantor, and damages and clean-up costs for initial construction and installation of the Pipeline Facilities including damages to growing crops and timber, and the reestablishment of growing crops. Subsequent to the initial construction of the Pipeline Facilities, Grantee shall pay Grantor the fair market value for any and all damages to growing crops, cultivated land, pasturage, timber, fences, drain tile, or buildings of Grantor resulting from any exercise of the rights herein granted; provided, however, that after the Pipeline Facilities have been constructed hereunder, Grantee shall not be liable for damages in the future caused by reasonable and non-negligent efforts to keep the Easement clear of trees, undergrowth, brush, structures, or any other obstructions. In the event the Property or any part of the Property is subject to an existing surface lease, any and all damages sustained by the existing surface tenant to crops, timber or other property belonging to the surface lease tenant as a result of the Grantee's exercise of rights under this Grant of Easement, shall, following payment from Grantee to Grantor hereunder, be promptly remitted to the surface tenant by Grantor.

6. The pipeline shall be buried to at least the minimum depth required by applicable laws and regulations.

7. Grantor shall not grade, excavate, fill or flood the Easement, any Temporary Access Road and/or any Temporary Work Space (prior to the expiration of Grantee's right to use the Temporary Work Space and Temporary Access Road, as to the Temporary Work Space and Temporary Access Road only) without obtaining the Grantee's prior written consent, which may be withheld in Grantee's reasonable discretion.

8. Grantor shall retain any interest which Grantor has in and to the oil, gas, and other minerals in, on and under the Easement; provided, however, that if Grantor owns such gas, oil, or minerals, Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easement, but it shall be permitted to extract the oil, gas, and other minerals from and under the Easement by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with Grantee's use of the Easement for the purposes for which the Easement has been acquired by Grantee.

9. The rights, title and privileges herein granted may, in whole or in part, be sold, leased, assigned, pledged and mortgaged, and shall inure to the benefit of the parties and their successors, assigns, heirs and legal representatives. The burdens of this Grant of Easement shall run with and against the Property and shall be a charge and burden on the Property and shall be binding upon and against parties and their successors, assigns, permittees, licensees, lessees, employees and agents.

10. The failure of a party to exercise or any delay of a party in exercising any rights herein conveyed in any single instance or from time to time shall not be considered or construed as a waiver of such right or rights and shall not bar that party from exercising such right or rights, or, if necessary, seeking an appropriate remedy in conjunction with the exercise or violation of such right or rights from time to time.

11. The parties understand and agree that the persons executing this Grant of Easement are without authority to make any agreement in respect of the subject matter hereof not herein expressed.

12. This Grant of Easement shall terminate, or be deemed to have terminated if (i) the Federal Energy Regulatory Commission, or its successor agency, has issued an authorization for Grantee to abandon the Pipeline Facilities or (ii) Grantee notifies Grantor in writing of its intent to terminate this Grant of Easement. In the event of any such termination, Grantee shall furnish Grantor with a release of the Grant of Easement, within a reasonable time following termination, and Grantor shall be under no obligation to disgorge any portion of the consideration paid for the Easement.

13. Any and all written notices to which the parties shall be entitled hereunder or under any law, statute, rule, regulation, order, ordinance or policy of any governmental agency or entity having jurisdiction of the subject matter for which this Grant of Easement is granted, shall be deemed delivered when the same has been placed in the U.S. Mail in a properly stamped envelope or other appropriate mail container, addressed to the addresses shown below, bearing the adequate amount of postage to result in delivery of same to the address shown thereon, and sent by certified mail, return receipt requested, to the party to whom such notice is given. In the alternative, either party may give such notice by United Parcel Service (UPS), Federal Express or other similar national expedited mail service guaranteeing not later than two (2) day delivery of any such letter or notice to the addresses provided for herein.

- a) Grantor and Grantee designate the following persons, addresses for all notices and information to be delivered hereunder:

Grantor: The Charter Township of Ypsilanti
Attention: Brenda L. Stumbo, Supervisor and William D. Winters, Esq.
Karen Lovejoy-Roe, Township Clerk and
William D. Winters, Esq.
7200 South Huron River Drive, Ypsilanti, MI 48197-7007

-- and --

Steinhardt Pesick & Cohen
Attn: H. Adam Cohen, Esq.
380 N. Old Woodward Avenue, Suite 120
Birmingham, MI 48009

Grantee: NEXUS Gas Transmission, LLC,
5400 Westheimer Court, Houston, Texas 77056

- b) Such persons' addresses may be changed by the respective party by delivering written notice of such change to the other party.

14. This Grant of Easement shall be interpreted, enforced and governed under the laws of the State of Michigan. Venue for any dispute arising under this Grant of Easement shall be proper in either a state court in the county where the Property is located, or the Michigan federal court having jurisdiction over the county in which the Property is located.

15. The undersigned, states, affirms and certifies as of the date hereof that the undersigned is the legal owner of the Property and is authorized pursuant to the laws of the State of Michigan to execute, acknowledge and deliver this Grant of Easement in the Property of Grantor.

16. The execution, delivery, and performance of this Grant of Easement have been duly and validly authorized by all requisite action, corporate or otherwise, on the part of the Grantor and Grantee.

17. Grantor agrees to sign such additional documents that are needed to adjust for clerical errors or the refusal of the register of deeds to record such documents.

18. Grantee shall indemnify and hold harmless Grantor from and against, and shall reimburse Grantor's reasonable attorney fees arising out of, all claims, actions, suits, charges, demands, causes of action, expenses, injuries, costs, losses, debts and damages occurring as a result of Grantee's exercise of rights under this Grant of Easement including, but not limited to, construction, operation, or failure of the Pipeline Facilities, except to the extent such damages, costs, claims or liabilities arise from Grantor's negligence or intentional misconduct, or any actions or omissions of Grantor, their employees, agents, invitees, or lessees for which such parties may be strictly liable under law. Nothing in this Grant of Easement is intended to waive any defense of governmental immunity available to Grantor.

19. Notwithstanding any other provision of this Easement to the contrary, the following covenants are hereby made by Grantee and shall run with the land and apply to Grantee's use of the Property and the portion of the Easement Area situated thereupon in recognition of the Property's location within the Ford Lake Hydro Electric Project No. 5334 (the "Hydro Project") and for purposes of compliance with Article 416(e) of that certain Federal Energy Regulatory Commission ("FERC") Order on Offer of Settlement and Issuing New License, dated October 9, 2003, Project No. 5334-019, 105 FERC ¶ 62,019 (the "Hydro License"):

- a. Grantee's use of Property and the portion of the Easement Area situated thereupon shall not endanger health, create a nuisance, or otherwise be incompatible with the recreational use of the overall Hydro Project;
- b. Grantee shall take all reasonable precautions to ensure that the construction, operation, and maintenance of structures or facilities on the Property and the portion of the Easement Area situated thereupon will occur in a manner that will protect the scenic, recreational, and environmental values of the Hydro Project; and
- c. Grantee shall not unduly restrict public access to the project waters within the Hydro Project.
- d. Grantee acknowledges that FERC reserves the right to require Grantor to take reasonable remedial action to correct any violations of the terms and conditions of Article 416 of the Hydro License, at Grantee's sole cost and expense, and Grantee hereby acknowledges and consents to the same following no less than thirty (30) days' prior written notice from Grantor and an opportunity to cure the same within such thirty (30) day period.
- e. In the event of any conflict or inconsistency between the terms and conditions of this Section 19 and the balance of this Easement, this Section 19 shall control in all material respects.

20. At those times NEXUS is performing work within the Easement and/or Temporary Workspace, NEXUS shall ensure that the Easement and Temporary Workspace are clean of its construction debris and litter, which shall not be buried within the Easement or Temporary Workspace.

21. NEXUS agrees to promptly restore the Property to a condition at least equivalent to or better than that which existed prior to the start of construction of the Pipeline Facilities on the Property.

22. If the Easement and/or Temporary Workspace is located in a cultivated field or lawn, NEXUS will remove rocks unearthed during construction activities within the disturbed areas of the Easement and/or Temporary Workspace.

23. This instrument is executed under threat of eminent domain. This instrument is exempt from transfer taxes pursuant to MCL 207.505(a), MCL 207.505(f), MCL 207.526(a), MCL 207.526(f), and MCL 211.8(g).

24. In the event that NEXUS obtains a special permit from the Pipeline and Hazardous Materials Safety Administration ("PHMSA") relating to federal odorization requirements established in 49 CFR 192.625 (the "Special Permit") in connection with its

construction of the Pipeline Facilities across Grantor's Property, Grantee shall implement such additional design, construction, safety measures, mitigation measures, protections, and maintenance requirements mandated in said Special Permit (collectively, the "Permit Requirements").

IN WITNESS WHEREOF, Grantor executes this Grant of Easement this _____ day of _____, 2017.

Grantor:

**The Charter Township of Ypsilanti,
A/K/A The Township of Ypsilanti,
a Michigan Municipal Corporation**

By:

Name: Brenda L. Stumbo,
Title: Township Supervisor

By:

Name: Karen Lovejoy-Roe,
Title: Township Clerk

Grantee:

**NEXUS GAS TRANSMISSION, LLC,
a Delaware limited liability company**

By:

Name: T. Walton Johnson,
Title: ROW Project Manager

ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____ 2017, before me, the undersigned notary public, personally appeared T. Walton Johnson, who proved to me through satisfactory evidence of identification, which was _____, acknowledged himself/herself to be ROW Project Manager of Nexus Gas Transmission, LLC, a Delaware Limited Liability Company, being authorized to do so, executed the foregoing instrument as the act and deed of such corporation for the purposes therein contained by signing the name of such corporation/company, and acknowledged to me that she/he/they signed it voluntarily, for its stated purposes.

My Commission Expires: _____
_____, Notary Public

County, Michigan
Acting in _____ County, Michigan

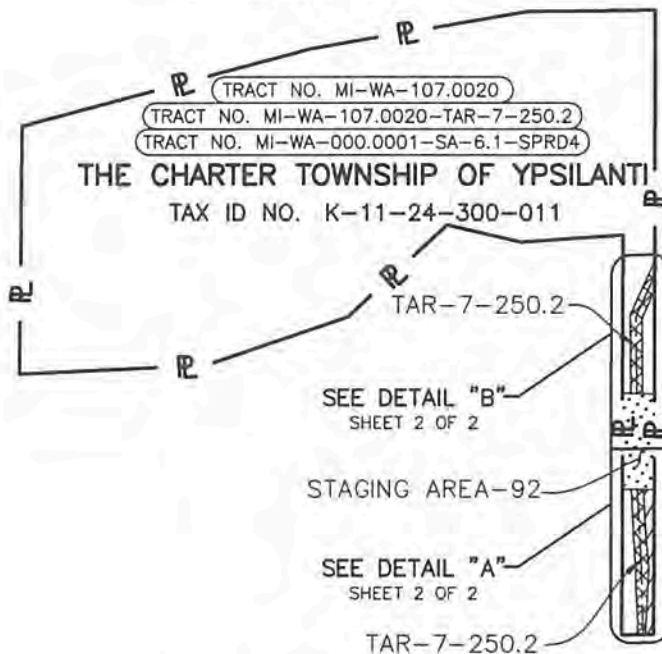
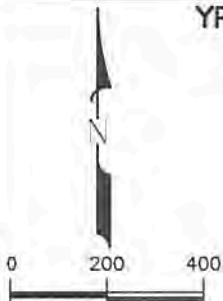
RECORD AND RETURN TO:
NEXUS Gas Transmission, LLC
Attention: Right-of-Way Department
Suite 101-B, 5810 Southwyck Blvd.
Toledo, OH 43614

Tract No: MI-WA-000.0001-SA-6.1-SPRD4,
MI- WA-107.0020,
MI-WA-107.0020-TAR-7-250.2 &
MI-WA-110.0000
State: Michigan

This instrument prepared by: Jeff Dehner, Esq., 6050 Oak Tree Blvd, Suite 200, Independence, Ohio 44131

EXHIBIT "A"-1

YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN
T 3 S, R 7 E : SECTION 24
MICHIGAN SURVEY



	PROP. TEMP. WORKSPACE (T.W.S.):	0.1 ± ACRE
	TEMP. ACCESS ROAD (TAR):	555' ±
	AREA OF TEMP. ACCESS ROAD (TAR):	0.3 ± ACRE
	STAGING AREA T.W.S.:	0.3 ± ACRE

REVISIONS 0 ISSUED FOR ACQUISITION - 03/18/2016

SURVEYOR'S SEAL



NOTES:

1. THE ACTUAL LOCATION OF THE NEW PERMANENT EASEMENT IS DETERMINED BY THE FIRST PIPELINE AS INSTALLED.
2. ALL BEARINGS AND DISTANCES (US SURVEY FEET) HEREIN ARE GRID AND BASED UPON THE UNIVERSAL TRANSVERSE MERCATOR PROJECTION, ZONE 17 NORTH (UTM17N), NORTH AMERICAN DATUM OF 1983 (NAD83 (2011)).
3. I HEREBY CERTIFY THAT THIS EASEMENT EXHIBIT IS NOT A BOUNDARY SURVEY OR CERTIFIED SURVEY AND WAS PREPARED UNDER MY DIRECT SUPERVISION FROM RECORD DATA ONLY. THE INFORMATION WITHIN THIS EXHIBIT IS NOT INTENDED TO MEET THE REQUIREMENTS OF A CERTIFIED SURVEY AS DEFINED BY PUBLIC ACT 132 OF 1970, AS AMENDED, OR ANY OTHER APPLICABLE SURVEYING LAW WITHIN THE STATE OF MICHIGAN.

D.A. Parsell

03.18.2016

DANA A. PARSELL, P.S.
MICHIGAN PROFESSIONAL SURVEYOR #51483

DATE:

PREPARED FOR:

NEXUS Gas
Transmission, LLC



PREPARED BY:



4848 LOOP CENTRAL DR.
Suite 100
HOUSTON, TX. 77081
PH. 713-977-7770

JOB NO.

22203
DATE:
03/14/2016

DRAWN:

LBJ

APPROVED:

DP

SCALE:

1"=400'

SHEET

1 OF 2

EXHIBIT "A"-1

THE PROPERTY OF
THE CHARTER
TOWNSHIP OF YPSILANTI

DOC. NO.

22203-250-PSK-40260

DWG. NO.

MI-WA-107.0020

REV

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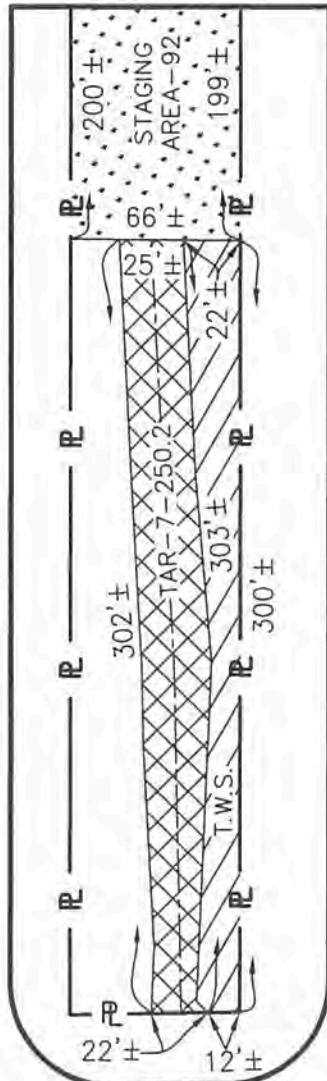
EXHIBIT "A"-1

YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

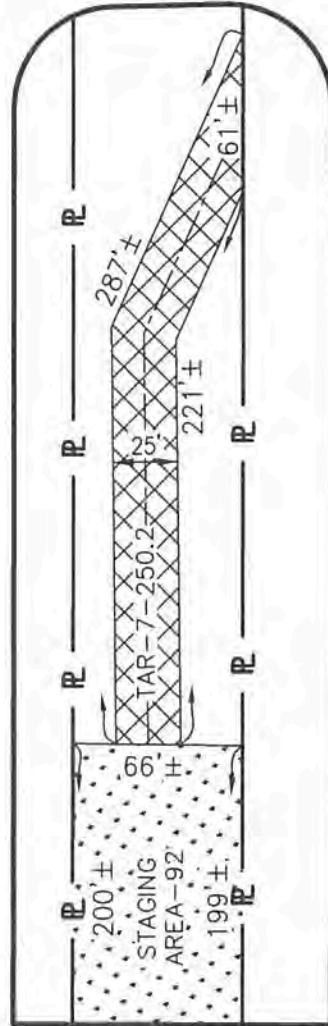
T 3 S, R 7 E : SECTION 24

MICHIGAN SURVEY

CONTINUED TO DETAIL "B"
SHEET 2 OF 2



DETAIL "A"
N.T.S.



CONTINUED FROM DETAIL "A"
SHEET 2 OF 2

DETAIL "B"
N.T.S.

REVISIONS 0 ISSUED FOR ACQUISITION - 03/18/2016

PREPARED FOR:
NEXUS Gas
Transmission, LLC



PREPARED BY:
UniversalPegasus
INTERNATIONAL
A Subsidiary of Huronston Vigil & Associates
COA: Universal Enasco, Inc.
4848 LOOP CENTRAL DR.
Suite 100
HOUSTON, TX. 77081
PH. 713-977-7770

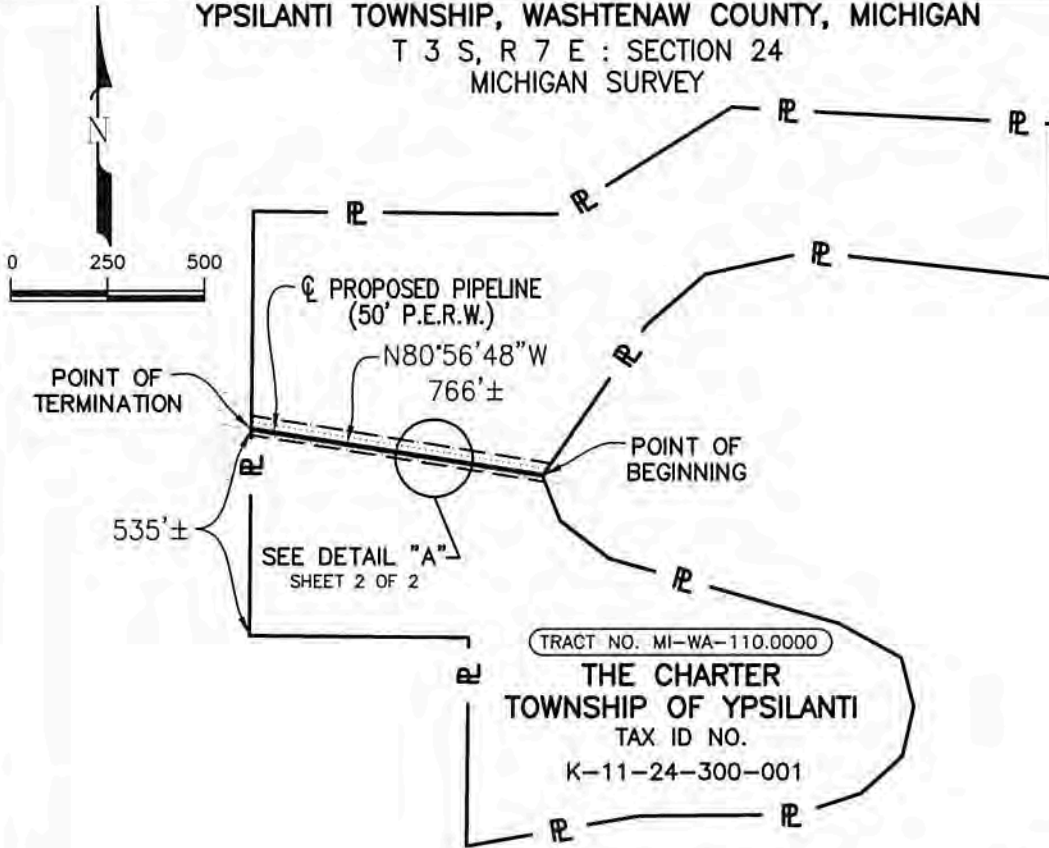
JOB NO. 22203
DATE: 03/14/2016
DRAWN: LBJ
APPROVED: DP

SCALE: N.T.S. SHEET 2 OF 2 DOC. NO. 22203-250-PSK-40260 DWG. NO. MI-WA-107.0020 REV 0

EXHIBIT "A"-1
THE PROPERTY OF
THE CHARTER
TOWNSHIP OF YPSILANTI

EXHIBIT "A"-2

YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN
 T 3 S, R 7 E : SECTION 24
 MICHIGAN SURVEY



— PROP. PIPELINE: 766' ±
 [---] PROP. PERM. EASEMENT (P.E.R.W.): 0.9 ± ACRE

REVISIONS 0 ISSUED FOR ACQUISITION - 02/04/2016

SURVEYOR'S SEAL



NOTES:

1. THE ACTUAL LOCATION OF THE NEW PERMANENT EASEMENT IS DETERMINED BY THE FIRST PIPELINE AS INSTALLED.
2. ALL BEARINGS AND DISTANCES (US SURVEY FEET) HEREIN ARE GRID AND BASED UPON THE UNIVERSAL TRANSVERSE MERCATOR PROJECTION, ZONE 17 NORTH (UTM17N), NORTH AMERICAN DATUM OF 1983 (NAD83 (2011)).
3. I HEREBY CERTIFY THAT THIS EASEMENT EXHIBIT IS NOT A BOUNDARY SURVEY OR CERTIFIED SURVEY AND WAS PREPARED UNDER MY DIRECT SUPERVISION FROM RECORD DATA ONLY. THE INFORMATION WITHIN THIS EXHIBIT IS NOT INTENDED TO MEET THE REQUIREMENTS OF A CERTIFIED SURVEY AS DEFINED BY PUBLIC ACT 132 OF 1970, AS AMENDED, OR ANY OTHER APPLICABLE SURVEYING LAW WITHIN THE STATE OF MICHIGAN.

D.A.P.

02.05.2016

DANA A. PARSELL, P.S.
 MICHIGAN PROFESSIONAL SURVEYOR #51483

DATE:

PREPARED FOR:

NEXUS Gas Transmission, LLC



PREPARED BY:



4848 LOOP CENTRAL DR.
 Suite 100
 HOUSTON, TX. 77081
 PH. 713-977-7770

JOB NO.

22203

DATE:

01/30/2016

DRAWN:

LBJ

APPROVED:

DP

SCALE:

1"=500'

SHEET

1 OF 2

DOC. NO.

22203-250-PSK-40235

DWG. NO.

MI-WA-110.0000

REV

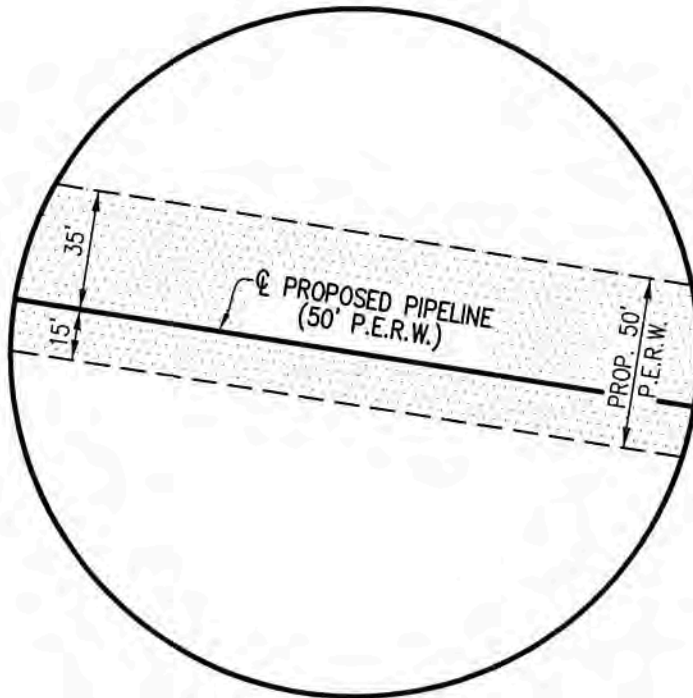
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EXHIBIT "A"-2

THE PROPERTY OF
 THE CHARTER
 TOWNSHIP OF YPSILANTI

EXHIBIT "A"-2

YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN
 T 3 S, R 7 E : SECTION 24
 MICHIGAN SURVEY



DETAIL "A"
 N.T.S.

REVISIONS 0 ISSUED FOR ACQUISITION - 02/04/2016

PREPARED FOR:

NEXUS Gas
 Transmission, LLC



PREPARED BY:



4848 LOOP CENTRAL DR.
 Suite 100
 HOUSTON, TX. 77081
 PH. 713-977-7770

JOB NO.

22203

DATE:

01/30/2016

DRAWN:

LBJ

APPROVED:

DP

SCALE:

N.T.S.

SHEET
 2 OF 2

DOC. NO.
 22203-250-PSK-40235

DWG. NO.
 MI-WA-110.0000

REV
 0

EXHIBIT "A"-2

THE PROPERTY OF
 THE CHARTER
 TOWNSHIP OF YPSILANTI

GRANT OF EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: that the undersigned **The Charter Township of Ypsilanti**, A/K/A The Township of Ypsilanti, a Michigan Municipal Corporation, having a mailing address of 7200 South Huron River Drive, Ypsilanti, MI 48197-7007 (hereinafter called "Grantor", whether one person or more than one), for and in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, paid by **NEXUS GAS TRANSMISSION, LLC**, a Delaware limited liability company, having a principal place of business at 5400 Westheimer Court, Houston, Texas 77056 (hereinafter called "Grantee" or "NEXUS"), does hereby give, grant and convey unto Grantee, its successors and assigns, subject to the limitations and reservations herein stated, an exclusive, fifty foot (50') wide permanent easement for the purpose of laying, constructing, maintaining, operating, altering, replacing, repairing, watering up, dewatering, changing the size of (with the same or thicker size pipeline), relocating within the Easements, and abandoning and removing one (1) underground pipeline having a nominal diameter of thirty-six inches (36"), together with such below-grade valves, fittings, meters, tie-overs, cathodic/corrosion protection, electrical interference mitigation, data acquisition and communications lines and devices, electric lines and devices, pipeline markers required by law, and other appurtenant facilities (collectively, the "Pipeline Facilities"), all of which shall be and remain the property of Grantee, for the transmission of natural gas and all by-products thereof, under, across, and upon the following described land (the "Easement") situated in the Township of Ypsilanti, County of Washtenaw, and State of Michigan, more fully described and referred to as:

TRACT NO(s): MI-WA-119.0040

Being a portion of the land described as being in the Township of Ypsilanti, County of Washtenaw, State of Michigan, to wit: Lot 1711, Watsonia Park Subdivision, according to the plat thereof as recorded in Liber 6 of Plats, Page 33, Washtenaw County Records. (the "Property").

Parcel No. K-11-13-331-014

The Easement across the Property of Grantor is more particularly shown on the plan entitled Exhibit "A-1", Drawing No. MI-WA-119.0040, dated 01/15/2016 ("Drawing") attached hereto as Exhibit A-1 and made a part hereof.

TRACT NO(s): MI-WA-119.0050

Being a portion of the land described as being in the Township of Ypsilanti, County of Washtenaw, State of Michigan, to wit: Lot 1710, Watsonia Park Subdivision, according to the plat thereof as recorded in Liber 6 of Plats, Page 33, Washtenaw County Records. (the "Property").

Parcel No. K-11-13-331-015

The Easement across the Property of Grantor is more particularly shown on the plan entitled Exhibit "A-2", Drawing No. MI-WA-119.0050, dated 01/15/2016 ("Drawing") attached hereto as Exhibit A-2 and made a part hereof.

TRACT NO(s): MI-WA-119.0060

Being a portion of the land described as being in the Township of Ypsilanti, County of Washtenaw, State of Michigan, to wit: Lots 1706, 1707, 1708, 1709, Watsonia Park Subdivision, according to the plat thereof as recorded in Liber 6 of Plats, Page 33, Washtenaw County Records. (the "Property").

Parcel No. K-11-13-331-016

The Easement across the Property of Grantor is more particularly shown on the plan entitled Exhibit "A-3", Drawing No. MI-WA-119.0060, dated 01/15/2016 ("Drawing") attached hereto as Exhibit A-3 and made a part hereof.

TRACT NO(s): MI-WA-119.0070

Being a portion of the land described as being in the Township of Ypsilanti, County of Washtenaw, State of Michigan, to wit: Lots 1704 and 1705, Watsonia Park Subdivision, according to the plat thereof as recorded in Liber 6 of Plats, Page 33, Washtenaw County Records. (the "Property").

Parcel No. K-11-13-331-017

The Easement across the Property of Grantor is more particularly shown on the plan entitled Exhibit "A-4", Drawing No. MI-WA-119.0070, dated 01/15/2016 ("Drawing") attached hereto as Exhibit A-4 and made a part hereof.

TRACT NO(s): MI-WA-122.0000

Being a portion of the land described as being in the Township of Ypsilanti, County of Washtenaw, State of Michigan, to wit: Lots 1450 through

1463, inclusive, Watsonia Park Subdivision, according to the plat thereof as recorded in Liber 6 of Plats, Page 33, Washtenaw County Records. (the "Property").

Parcel No. K-11-13-331-001

The Easement across the Property of Grantor is more particularly shown on the plan entitled Exhibit "A-5", Drawing No. MI-WA-122.0000, dated 01/15/2016 ("Drawing") attached hereto as Exhibit A-5 and made a part hereof.

TRACT NO(s): MI-WA-127.0000

Being a portion of the land described as being in the Township of Ypsilanti, Washtenaw County, State of Michigan and is described as follows: Lots 519 to 527, Watsonia Subdivision according to the plat thereof as recorded in Liber 6 of Plats, page 33, Washtenaw County Records excepting that part of Lots 519 to 527 of said Watsonia Park Subdivision which lies Westerly of a line 61 feet Easterly of, measured at right angles, and parallel to the hereinafter described construction centerline of the relocated Northbound Detroit Industrial Expressway. The hereinbefore mentioned construction centerline of the relocated Northbound Detroit Industrial Expressway is described as follows: Commencing at the West 1/4 corner of Section 13, T3S, R7E, Michigan; thence North 86 deg. 58' 25" East, along the centerline of State Street in Watsonia Park Subdivision, 103.69 feet; thence South 1 deg. 30' 35" East, 169.27 feet to a point of beginning being the point of curve of a curve to the right, having a chord bearing North 6 deg. 35' 05" East, a radius of 2864.79 feet and a central angle of 16 deg. 11' 21"; thence Northeasterly along the arc of said curve 809.46 feet to the point of tangent; thence North 14 deg. 40' 46" East, 382.38 feet to the point of curve of a curve to the left, having a radius of 2864.79 feet and a central angle of 16 deg. 11' 21"; thence Northerly along the arc of said curve, 809.46 feet to the point of tangent; thence North 1 deg. 30' 35" West, 896.61 feet to a point of ending on the North line of said Section 13, which lies North 86 deg. 03' 35" East, 450.39 feet from the Northwest corner of said Section 13 as set forth Notice of Filing of Determination of Necessity and Taking Possession of Lands in Liber 889 page 534, Washtenaw County Records. ALSO including the Westerly 30 feet of abandoned Beverly Ave lying adjacent to Lots 519 to 527, Watsonia Park Subdivision, Liber 6 of Plats, Page 33, Washtenaw County Records; said abandonment set forth in Liber 1757, Page 947, Washtenaw County Records. (the "Property").

PART OF Parcel No. K-11-13-232-002

The Easement across the Property of Grantor is more particularly shown on the plan entitled Exhibit "A-6", Drawing No. MI-WA-127.0000, dated 03/16/2016 ("Drawing") attached hereto as Exhibit A-6 and made a part hereof.

1. Notwithstanding anything to the contrary as shown on the Drawing, the permanent and exclusive easement rights granted to Grantee shall extend to and include contiguous public or private roads and ways to the full extent of Grantor's interest therein for the purpose of ingress and egress to the Easement.

2. Also included in this Grant of Easement is the use of the following if and to the extent shown on the Drawing: (a) temporary access roads (the "Temporary Access Road", whether one or more) to access the Temporary Work Space (as herein defined) and the Easement; (b) temporary work space (the "Temporary Work Space") for construction, operation and maintenance of the Pipeline Facilities. Grantor's granting of any Temporary Access Road and any Temporary Work Space to Grantee shall be on an exclusive basis during the full term of twenty four (24) months from the start of construction of the Pipeline Facilities on the Property. Grantee shall provide Grantor with fourteen (14) days advance written notice prior to the start of construction. Grantor shall grant no third party any right to use any Temporary Access Road or any Temporary Work Space prior to the expiration of Grantee's exclusive term to use any Temporary Access Road and/or any Temporary Work Space.

3. Grantee intends to use the area described on the attached Exhibit "A" for the purposes of storing, bending, welding and testing of pipe and for valve and other appurtenant facility assembly operations, and for storing of other pipeline-related materials including, but not limited to, construction equipment (the "Staging Area"). The Staging Area may also be used for the following purposes: parking of vehicles including trucks, vans and construction equipment, the rights of ingress and egress to and from the Staging Area for enjoyment of Grantee's parking rights, the temporary storage of soils during the construction of Grantee's pipeline project, fabrication, material storage, painting of equipment and related pipeline construction activities. Vehicles may be owned or operated by individual agents or employees of the Grantee or its contractors or private parties. Grantee and its contractors may also set up, operate and maintain portable office trailers with associated electric power and telephone services on the Staging Area during the term of these twenty-four (24) months from the start of construction to facilitate Grantee's pipeline construction and restoration operations.

4. Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment and use of the rights herein granted, including, but not limited to, the right, to be exercised at any time in Grantee's sole and absolute discretion, to remove, clear and to keep clear all buildings (including, but not limited to, sheds, garages, and other structures, whether on foundations or not), walls or similar structures, above- or below-ground swimming pools, decks, rocks, trees, brush, limbs, and other obstructions including, but not limited to, pipelines and conduits, within the Easement, any Temporary Access Road and any Temporary Work Space (prior to the expiration of Grantee's right to use any Temporary Access Road and any Temporary Work Space) that may interfere with the Grantee's use of the Easement, any Temporary Access Road and any Temporary Work Space (prior to the expiration of Grantee's right to use any

Temporary Work Space and any Temporary Access Road), and the free and full right of ingress and egress, over and across said Easement, any Temporary Access Road and any Temporary Work Space. Subject to the terms of this Grant of Easement, after construction and installation of the Pipeline Facilities is timely completed, Grantor may plant crops (but in no event trees) within the Easement and harvest the same in Grantor's sole and absolute discretion .

5. Grantor and Grantee agree that the consideration for this Grant of Easement includes payment for the value of the rights granted to Grantee by Grantor, and damages and clean-up costs for initial construction and installation of the Pipeline Facilities including damages to growing crops and timber, and the reestablishment of growing crops. Subsequent to the initial construction of the Pipeline Facilities, Grantee shall pay Grantor the fair market value for any and all damages to growing crops, cultivated land, pasturage, timber, fences, drain tile, or buildings of Grantor resulting from any exercise of the rights herein granted; provided, however, that after the Pipeline Facilities have been constructed hereunder, Grantee shall not be liable for damages in the future caused by reasonable and non-negligent efforts to keep the Easement clear of trees, undergrowth, brush, structures, or any other obstructions. In the event the Property or any part of the Property is subject to an existing surface lease, any and all damages sustained by the existing surface tenant to crops, timber or other property belonging to the surface lease tenant as a result of the Grantee's exercise of rights under this Grant of Easement, shall, following payment from Grantee to Grantor hereunder, be promptly remitted to the surface tenant by Grantor.

6. The pipeline shall be buried to at least the minimum depth required by applicable laws and regulations.

7. Grantor shall not grade, excavate, fill or flood the Easement, any Temporary Access Road and/or any Temporary Work Space (prior to the expiration of Grantee's right to use the Temporary Work Space and Temporary Access Road, as to the Temporary Work Space and Temporary Access Road only) without obtaining the Grantee's prior written consent, which may be withheld in Grantee's reasonable discretion.

8. Grantor shall retain any interest which Grantor has in and to the oil, gas, and other minerals in, on and under the Easement; provided, however, that if Grantor owns such gas, oil, or minerals, Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easement, but it shall be permitted to extract the oil, gas, and other minerals from and under the Easement by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with Grantee's use of the Easement for the purposes for which the Easement has been acquired by Grantee.

9. The rights, title and privileges herein granted may, in whole or in part, be sold, leased, assigned, pledged and mortgaged, and shall inure to the benefit of the parties and their successors, assigns, heirs and legal representatives. The burdens of this Grant of Easement shall run with and against the Property and shall be a charge and burden on the Property and shall be

binding upon and against parties and their successors, assigns, permittees, licensees, lessees, employees and agents.

10. The failure of a party to exercise or any delay of a party in exercising any rights herein conveyed in any single instance or from time to time shall not be considered or construed as a waiver of such right or rights and shall not bar that party from exercising such right or rights, or, if necessary, seeking an appropriate remedy in conjunction with the exercise or violation of such right or rights from time to time.

11. The parties understand and agree that the persons executing this Grant of Easement are without authority to make any agreement in respect of the subject matter hereof not herein expressed.

12. This Grant of Easement shall terminate, or be deemed to have terminated if (i) the Federal Energy Regulatory Commission, or its successor agency, has issued an authorization for Grantee to abandon the Pipeline Facilities or (ii) Grantee notifies Grantor in writing of its intent to terminate this Grant of Easement. In the event of any such termination, Grantee shall furnish Grantor with a release of the Grant of Easement, within a reasonable time following termination, and Grantor shall be under no obligation to disgorge any portion of the consideration paid for the Easement.

13. Any and all written notices to which the parties shall be entitled hereunder or under any law, statute, rule, regulation, order, ordinance or policy of any governmental agency or entity having jurisdiction of the subject matter for which this Grant of Easement is granted, shall be deemed delivered when the same has been placed in the U.S. Mail in a properly stamped envelope or other appropriate mail container, addressed to the addresses shown below, bearing the adequate amount of postage to result in delivery of same to the address shown thereon, and sent by certified mail, return receipt requested, to the party to whom such notice is given. In the alternative, either party may give such notice by United Parcel Service (UPS), Federal Express or other similar national expedited mail service guaranteeing not later than two (2) day delivery of any such letter or notice to the addresses provided for herein.

- a) Grantor and Grantee designate the following persons, addresses for all notices and information to be delivered hereunder:

Grantor: The Charter Township of Ypsilanti
Attention: Brenda L. Stumbo, Supervisor and William D. Winters, Esq.
Karen Lovejoy-Roe, Township Clerk and
William D. Winters, Esq.
7200 South Huron River Drive, Ypsilanti, MI 48197-7007

-- and --

Steinhardt Pesick & Cohen

Attn: H. Adam Cohen, Esq.
380 N. Old Woodward Avenue, Suite 120
Birmingham, MI 48009

Grantee: NEXUS Gas Transmission, LLC,
5400 Westheimer Court, Houston, Texas 77056

- b) Such persons' addresses may be changed by the respective party by delivering written notice of such change to the other party.

14. This Grant of Easement shall be interpreted, enforced and governed under the laws of the State of Michigan. Venue for any dispute arising under this Grant of Easement shall be proper in either a state court in the county where the Property is located, or the Michigan federal court having jurisdiction over the county in which the Property is located.

15. The undersigned, states, affirms and certifies as of the date hereof that the undersigned is the legal owner of the Property and is authorized pursuant to the laws of the State of Michigan to execute, acknowledge and deliver this Grant of Easement in the Property of Grantor.

16. The execution, delivery, and performance of this Grant of Easement have been duly and validly authorized by all requisite action, corporate or otherwise, on the part of the Grantor and Grantee.

17. Grantor agrees to sign such additional documents that are needed to adjust for clerical errors or the refusal of the register of deeds to record such documents.

18. Grantee shall indemnify and hold harmless Grantor from and against, and shall reimburse Grantor's reasonable attorney fees arising out of, all claims, actions, suits, charges, demands, causes of action, expenses, injuries, costs, losses, debts and damages occurring as a result of Grantee's exercise of rights under this Grant of Easement including, but not limited to, construction, operation, or failure of the Pipeline Facilities, except to the extent such damages, costs, claims or liabilities arise from Grantor's negligence or intentional misconduct, or any actions or omissions of Grantor, their employees, agents, invitees, or lessees for which such parties may be strictly liable under law. Nothing in this Grant of Easement is intended to waive any defense of governmental immunity available to Grantor.

19. At those times NEXUS is performing work within the Easement and/or Temporary Workspace, NEXUS shall ensure that the Easement and Temporary Workspace are clean of its construction debris and litter, which shall not be buried within the Easement or Temporary Workspace.

20. NEXUS agrees to promptly restore the Property to a condition at least equivalent to or better than that which existed prior to the start of construction of the Pipeline Facilities on the Property.

21. If the Easement and/or Temporary Workspace is located in a cultivated field or lawn, NEXUS will remove rocks unearthed during construction activities within the disturbed areas of the Easement and/or Temporary Workspace.

22. This instrument is executed under threat of eminent domain. This instrument is exempt from transfer taxes pursuant to MCL 207.505(a), MCL 207.505(f), MCL 207.526(a), MCL 207.526(f), and MCL 211.8(g).

23. In the event that NEXUS obtains a special permit from the Pipeline and Hazardous Materials Safety Administration (“PHMSA”) relating to federal odorization requirements established in 49 CFR 192.625 (the “Special Permit”) in connection with its construction of the Pipeline Facilities across Grantor’s Property, Grantee shall implement such additional design, construction, safety measures, mitigation measures, protections, and maintenance requirements mandated in said Special Permit (collectively, the “Permit Requirements”).

IN WITNESS WHEREOF, Grantor executes this Grant of Easement this _____ day of _____, 2017.

Grantor:

**The Charter Township of Ypsilanti,
A/K/A The Township of Ypsilanti,
a Michigan Municipal Corporation**

By:

Name: Brenda L. Stumbo,
Title: Township Supervisor

By:

Name: Karen Lovejoy-Roe,
Title: Township Clerk

Grantee:

**NEXUS GAS TRANSMISSION, LLC,
a Delaware limited liability company**

By:

Name: T. Walton Johnson,
Title: ROW Project Manager

ACKNOWLEDGMENT

STATE OF _____ }
 } SS
COUNTY OF _____ }

On this ____ day of _____, 2017, before me, the undersigned notary public, personally appeared Brenda L. Stumbo, who proved to me through satisfactory evidence of identification, which was _____, acknowledged herself to be Supervisor of The Charter Township of Ypsilanti, A/K/A The Township of Ypsilanti, a Michigan Municipal Corporation, being authorized to do so, executed the foregoing instrument as the act and deed of such corporation for the purposes therein contained by signing the name of such corporation/company, and acknowledged to me that she signed it voluntarily, for its stated purposes.

My Commission Expires: _____
_____, Notary Public

County, Michigan
Acting in _____ County, Michigan

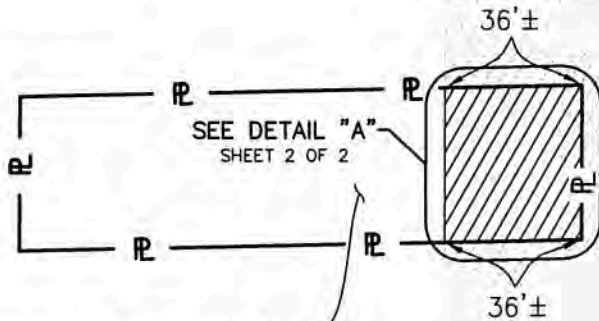
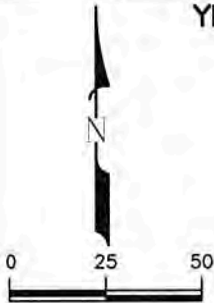
ACKNOWLEDGMENT

STATE OF _____ }
 } SS
COUNTY OF _____ }

On this ____ day of _____, 2017, before me, the undersigned notary public, personally appeared Karen Lovejoy-Roe, who proved to me through satisfactory evidence of identification, which was _____, acknowledged herself to be Township Clerk of The Charter Township of Ypsilanti, A/K/A The Township of Ypsilanti, a Michigan Municipal Corporation, being authorized to do so, executed the foregoing instrument as the act and deed of such corporation for the purposes therein contained by signing the name of such corporation/company, and acknowledged to me that she signed it voluntarily, for its stated purposes.

EXHIBIT "A" - 1

YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN
 T 3 S, R 7 E : SECTION 13
 MICHIGAN SURVEY



TRACT NO. MI-WA-119.0040

CHARTER TOWNSHIP OF YPSILANTI
 TAX ID NO. K-11-13-331-014

REVISIONS 0 ISSUED FOR ACQUISITION - 01/28/2016

SURVEYOR'S SEAL



PROP. TEMP. WORKSPACE (T.W.S.): 1,425 ± SQ. FT.

NOTES:

1. THE ACTUAL LOCATION OF THE NEW PERMANENT EASEMENT IS DETERMINED BY THE FIRST PIPELINE AS INSTALLED.
2. ALL BEARINGS AND DISTANCES (US SURVEY FEET) HEREIN ARE GRID AND BASED UPON THE UNIVERSAL TRANSVERSE MERCATOR PROJECTION, ZONE 17 NORTH (UTM17N), NORTH AMERICAN DATUM OF 1983 (NAD83 (2011)).
3. I HEREBY CERTIFY THAT THIS EASEMENT EXHIBIT IS NOT A BOUNDARY SURVEY OR CERTIFIED SURVEY AND WAS PREPARED UNDER MY DIRECT SUPERVISION FROM RECORD DATA ONLY. THE INFORMATION WITHIN THIS EXHIBIT IS NOT INTENDED TO MEET THE REQUIREMENTS OF A CERTIFIED SURVEY AS DEFINED BY PUBLIC ACT 132 OF 1970, AS AMENDED, OR ANY OTHER APPLICABLE SURVEYING LAW WITHIN THE STATE OF MICHIGAN.

D.A. Parsell

01.31.2016

DANA A. PARSELL, P.S. DATE:
 MICHIGAN PROFESSIONAL SURVEYOR #51483

PREPARED FOR:

NEXUS Gas
 Transmission, LLC



PREPARED BY:

Universal Pegasus
 INTERNATIONAL
A Subsidiary of Huntington Ingalls Industries
 COA: Universal Enasco, Inc.
 4848 LOOP CENTRAL DR.
 Suite 100
 HOUSTON, TX. 77081
 PH. 713-977-7770

JOB NO.

22203

DATE:

01/15/2016

DRAWN:

DMB

APPROVED:

DP

SCALE:

1"=50'

SHEET
1 OF 2

DOC. NO.
22203-250-PSK-40202

DWG. NO.
MI-WA-119.0040

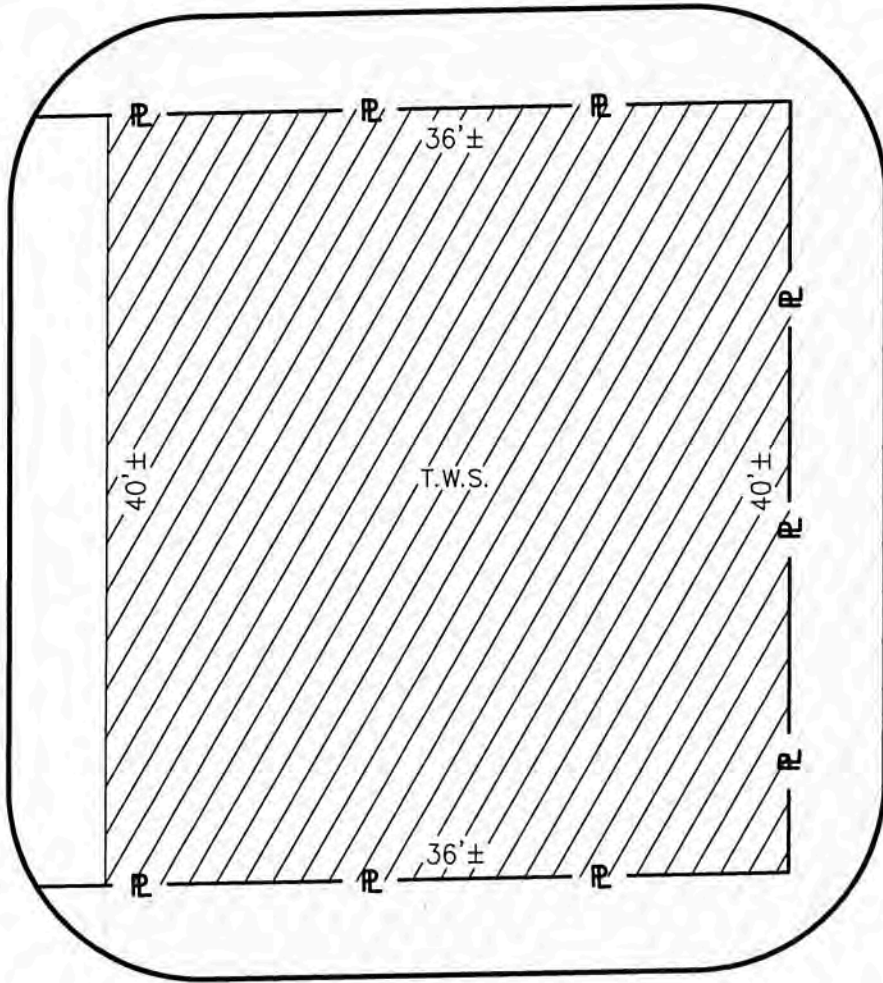
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EXHIBIT "A" - 1

THE PROPERTY OF
 CHARTER TOWNSHIP OF YPSILANTI

EXHIBIT "A" - 1

YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN
 T 3 S, R 7 E : SECTION 13
 MICHIGAN SURVEY



DETAIL "A"
 N.T.S.

REVISIONS
 0 ISSUED FOR ACQUISITION - 01/28/2016



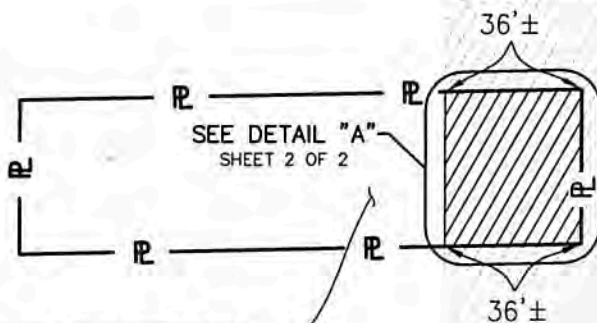
PREPARED FOR: NEXUS Gas Transmission, LLC 	PREPARED BY:  Universal Pegasus INTERNATIONAL <small>A Subsidiary of Huntington Ingalls Industries</small> COA: Universal Enasco, Inc. 4848 LOOP CENTRAL DR. Suite 100 HOUSTON, TX. 77081 PH. 713-977-7770	JOB NO. 22203	EXHIBIT "A" - 1 THE PROPERTY OF CHARTER TOWNSHIP OF YPSILANTI		
		DATE: 01/15/2016			
SCALE: N.T.S.		SHEET 2 OF 2	DOC. NO. 22203-250-PSK-40202	DWG. NO. MI-WA-119.0040	REV 0

EXHIBIT "A" - 2

YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN
T 3 S, R 7 E : SECTION 13
MICHIGAN SURVEY



TRACT NO. MI-WA-119.0050

CHARTER TOWNSHIP OF YPSILANTI
TAX ID NO. K-11-13-331-015

REVISIONS 0 ISSUED FOR ACQUISITION - 01/28/2016

SURVEYOR'S SEAL



PROP. TEMP. WORKSPACE (T.W.S.): 1,423 ± SQ. FT.

NOTES:

1. THE ACTUAL LOCATION OF THE NEW PERMANENT EASEMENT IS DETERMINED BY THE FIRST PIPELINE AS INSTALLED.
2. ALL BEARINGS AND DISTANCES (US SURVEY FEET) HEREIN ARE GRID AND BASED UPON THE UNIVERSAL TRANSVERSE MERCATOR PROJECTION, ZONE 17 NORTH (UTM17N), NORTH AMERICAN DATUM OF 1983 (NAD83 (2011)).
3. I HEREBY CERTIFY THAT THIS EASEMENT EXHIBIT IS NOT A BOUNDARY SURVEY OR CERTIFIED SURVEY AND WAS PREPARED UNDER MY DIRECT SUPERVISION FROM RECORD DATA ONLY. THE INFORMATION WITHIN THIS EXHIBIT IS NOT INTENDED TO MEET THE REQUIREMENTS OF A CERTIFIED SURVEY AS DEFINED BY PUBLIC ACT 132 OF 1970, AS AMENDED, OR ANY OTHER APPLICABLE SURVEYING LAW WITHIN THE STATE OF MICHIGAN.

D.A. Parsell

01.31.2016

DANA A. PARSELL, P.S.
MICHIGAN PROFESSIONAL SURVEYOR #51483

DATE:

PREPARED FOR:

NEXUS Gas
Transmission, LLC



PREPARED BY:

Universal Pegasus
INTERNATIONAL
A Subsidiary of Huntington Ingalls Industries
COA: Universal Enasco, Inc.
4848 LOOP CENTRAL DR.
Suite 100
HOUSTON, TX. 77081
PH. 713-977-7770

JOB NO.

22203

DATE:

01/15/2016

DRAWN:

DMB

APPROVED:

DP

SCALE:

1"=50'

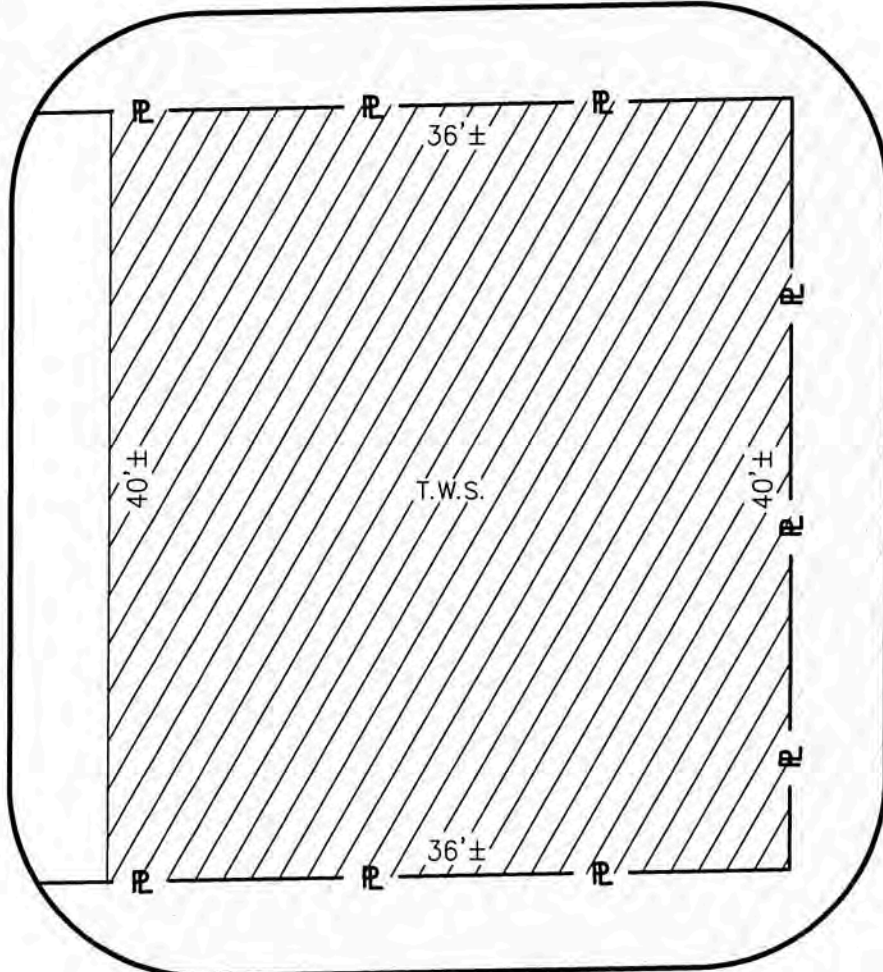
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THE PROPERTY OF
CHARTER TOWNSHIP OF YPSILANTI

SHEET	DOC. NO.	DWG. NO.	REV
1 OF 2	22203-250-PSK-40203	MI-WA-119.0050	0

EXHIBIT "A" - 2

YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN
 T 3 S, R 7 E : SECTION 13
 MICHIGAN SURVEY



DETAIL "A"
 N.T.S.

REVISIONS 0 ISSUED FOR ACQUISITION - 01/28/2016

PREPARED FOR:

NEXUS Gas
 Transmission, LLC



PREPARED BY:



Universal Pegasus
 INTERNATIONAL
A Subsidiary of Huntington Ingalls Industries
 COA: Universal Ensco, Inc.

4848 LOOP CENTRAL DR.
 Suite 100
 HOUSTON, TX. 77081
 PH. 713-977-7770

JOB NO.

22203

DATE:

01/15/2016

DRAWN:

DMB

APPROVED:

DP

SCALE:

N.T.S.

EXHIBIT "A" - 2

THE PROPERTY OF
 CHARTER TOWNSHIP OF YPSILANTI

SHEET

2 OF 2

DOC. NO.

22203-250-PSK-40203

DWG. NO.

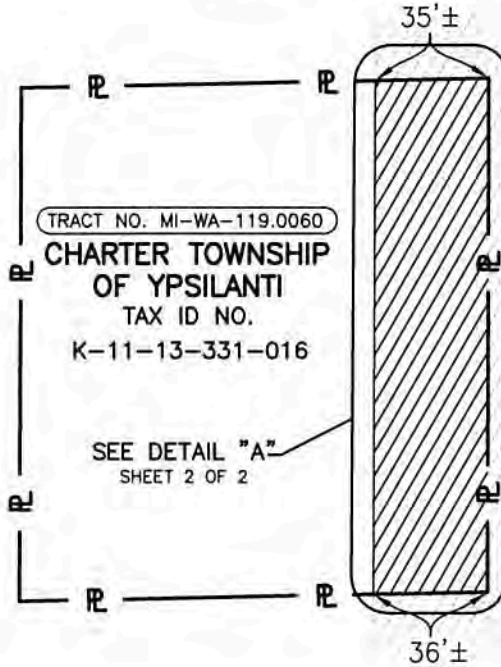
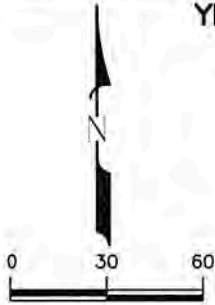
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EXHIBIT "A"-3

YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN
T 3 S, R 7 E : PART OF SECTION 13
MICHIGAN SURVEY



REVISIONS 0 ISSUED FOR ACQUISITION - 01/28/2016

SURVEYOR'S SEAL



PROP. TEMP. WORKSPACE (T.W.S.): 0.1 ± ACRE

NOTES:

1. THE ACTUAL LOCATION OF THE NEW PERMANENT EASEMENT IS DETERMINED BY THE FIRST PIPELINE AS INSTALLED.
2. ALL BEARINGS AND DISTANCES (US SURVEY FEET) HEREIN ARE GRID AND BASED UPON THE UNIVERSAL TRANSVERSE MERCATOR PROJECTION, ZONE 17 NORTH (UTM17N), NORTH AMERICAN DATUM OF 1983 (NAD83 (2011)).
3. I HEREBY CERTIFY THAT THIS EASEMENT EXHIBIT IS NOT A BOUNDARY SURVEY OR CERTIFIED SURVEY AND WAS PREPARED UNDER MY DIRECT SUPERVISION FROM RECORD DATA ONLY. THE INFORMATION WITHIN THIS EXHIBIT IS NOT INTENDED TO MEET THE REQUIREMENTS OF A CERTIFIED SURVEY AS DEFINED BY PUBLIC ACT 132 OF 1970, AS AMENDED, OR ANY OTHER APPLICABLE SURVEYING LAW WITHIN THE STATE OF MICHIGAN.

D.A. Parsell

01.31.2016

DANA A. PARSELL, P.S.
MICHIGAN PROFESSIONAL SURVEYOR #51483

DATE:

PREPARED FOR:

NEXUS Gas Transmission, LLC



PREPARED BY:



Universal Pegasus INTERNATIONAL
A Subsidiary of Huntington Ingalls Industries
COA: Universal Ensco, Inc.

4848 LOOP CENTRAL DR.
Suite 100
HOUSTON, TX. 77081
PH. 713-977-7770

JOB NO.

22203

DATE:

01/15/2016

DRAWN:

CE

APPROVED:

DP

SCALE:

1"=60'

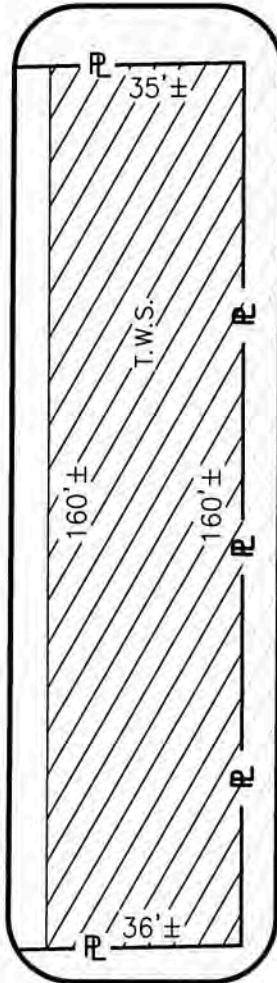
EXHIBIT "A"-3

THE PROPERTY OF
CHARTER TOWNSHIP OF YPSILANTI

SHEET 1 OF 2	DOC. NO. 22203-250-PSK-40204	DWG. NO. MI-WA-119.0060	REV 0
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EXHIBIT "A"-3

YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN
 T 3 S, R 7 E : PART OF SECTION 13
 MICHIGAN SURVEY



DETAIL "A"

N.T.S.

0 ISSUED FOR ACQUISITION - 01/28/2016

REVISIONS

PREPARED FOR:

NEXUS Gas
Transmission, LLC



PREPARED BY:



4848 LOOP CENTRAL DR.
Suite 100
HOUSTON, TX. 77081
PH. 713-977-7770

JOB NO.

22203

DATE:

01/15/2016

DRAWN:

CE

APPROVED:

DP

SCALE:

N.T.S.

EXHIBIT "A"-3

THE PROPERTY OF
CHARTER TOWNSHIP OF YPSILANTI

SHEET
2 OF 2

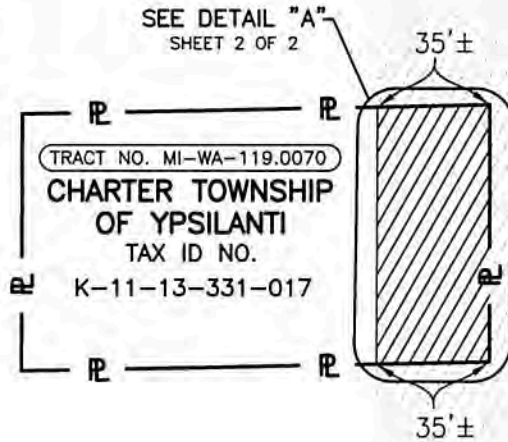
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22203-250-PSK-40204

DWG. NO.
MI-WA-119.0060

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EXHIBIT "A" - 4

YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN
T 3 S, R 7 E : PART OF SECTION SECTION 13
MICHIGAN SURVEY



REVISIONS 0 ISSUED FOR ACQUISITION - 01/28/2016

SURVEYOR'S SEAL



PROP. TEMP. WORKSPACE (T.W.S.): 0.1 ± ACRE

NOTES:

1. THE ACTUAL LOCATION OF THE NEW PERMANENT EASEMENT IS DETERMINED BY THE FIRST PIPELINE AS INSTALLED.
2. ALL BEARINGS AND DISTANCES (US SURVEY FEET) HEREIN ARE GRID AND BASED UPON THE UNIVERSAL TRANSVERSE MERCATOR PROJECTION, ZONE 17 NORTH (UTM17N), NORTH AMERICAN DATUM OF 1983 (NAD83 (2011)).
3. I HEREBY CERTIFY THAT THIS EASEMENT EXHIBIT IS NOT A BOUNDARY SURVEY OR CERTIFIED SURVEY AND WAS PREPARED UNDER MY DIRECT SUPERVISION FROM RECORD DATA ONLY. THE INFORMATION WITHIN THIS EXHIBIT IS NOT INTENDED TO MEET THE REQUIREMENTS OF A CERTIFIED SURVEY AS DEFINED BY PUBLIC ACT 132 OF 1970, AS AMENDED, OR ANY OTHER APPLICABLE SURVEYING LAW WITHIN THE STATE OF MICHIGAN.

D.A. Parsell

01.31.2016

DANA A. PARSELL, P.S.
MICHIGAN PROFESSIONAL SURVEYOR #51483

DATE:

PREPARED FOR:

NEXUS Gas Transmission, LLC



PREPARED BY:



4848 LOOP CENTRAL DR.
Suite 100
HOUSTON, TX. 77081
PH. 713-977-7770

JOB NO.

22203

DATE:

01/15/2016

DRAWN:

CE

APPROVED:

DP

SCALE:

1"=60'

EXHIBIT "A" - 4

THE PROPERTY OF
CHARTER TOWNSHIP OF YPSILANTI

SHEET

1 OF 2

DOC. NO.

22203-250-PSK-40205

DWG. NO.

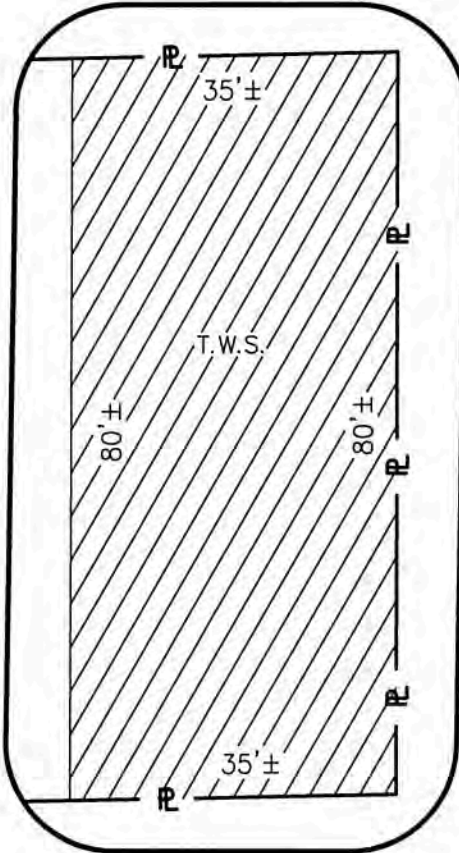
MI-WA-119.0070

REV

0

EXHIBIT "A" -4

YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN
 T 3 S, R 7 E : PART OF SECTION SECTION 13
 MICHIGAN SURVEY



DETAIL "A"
 N.T.S.

REVISIONS 0 ISSUED FOR ACQUISITION - 01/28/2016

PREPARED FOR:

NEXUS Gas
 Transmission, LLC



PREPARED BY:



4848 LOOP CENTRAL DR.
 Suite 100
 HOUSTON, TX. 77081
 PH. 713-977-7770

JOB NO.

22203

DATE:

01/15/2016

DRAWN:

CE

APPROVED:

DP

SCALE:

N.T.S.

EXHIBIT "A" -4

THE PROPERTY OF
 CHARTER TOWNSHIP OF YPSILANTI

SHEET
 2 OF 2

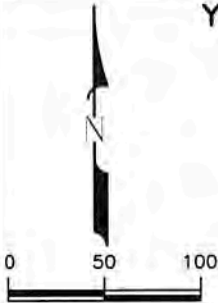
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 MI-WA-119.0070

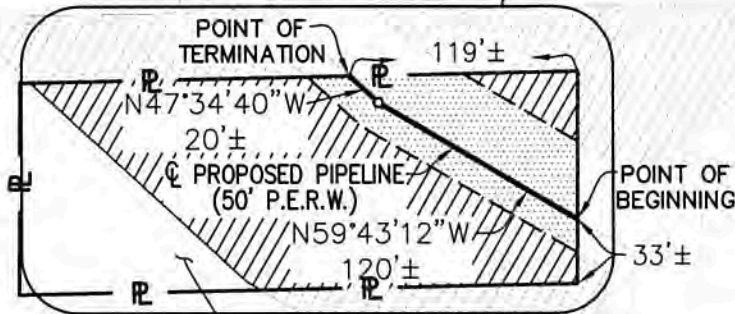
REV
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EXHIBIT "A"-5

YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN
T 3 S, R 7 E : SECTION 13
MICHIGAN SURVEY



SEE DETAIL "A"
SHEET 2 OF 2



TRACT NO. MI-WA-122.0000

CHARTER TOWNSHIP
OF YPSILANTI

TAX ID NO. K-11-13-331-001

- PROP. PIPELINE: 140' ±
- PROP. PERM. EASEMENT (P.E.R.W.): 0.1 ± ACRE
- PROP. TEMP. WORKSPACE (T.W.S.): 0.4 ± ACRE

NOTES:

1. THE ACTUAL LOCATION OF THE NEW PERMANENT EASEMENT IS DETERMINED BY THE FIRST PIPELINE AS INSTALLED.
2. ALL BEARINGS AND DISTANCES (US SURVEY FEET) HEREIN ARE GRID AND BASED UPON THE UNIVERSAL TRANSVERSE MERCATOR PROJECTION, ZONE 17 NORTH (UTM17N), NORTH AMERICAN DATUM OF 1983 (NAD83 (2011)).
3. I HEREBY CERTIFY THAT THIS EASEMENT EXHIBIT IS NOT A BOUNDARY SURVEY OR CERTIFIED SURVEY AND WAS PREPARED UNDER MY DIRECT SUPERVISION FROM RECORD DATA ONLY. THE INFORMATION WITHIN THIS EXHIBIT IS NOT INTENDED TO MEET THE REQUIREMENTS OF A CERTIFIED SURVEY AS DEFINED BY PUBLIC ACT 132 OF 1970, AS AMENDED, OR ANY OTHER APPLICABLE SURVEYING LAW WITHIN THE STATE OF MICHIGAN.

D.A. Parsell

01.31.2016

DANA A. PARSELL, P.S. DATE:
MICHIGAN PROFESSIONAL SURVEYOR #51483

REVISIONS 0 ISSUED FOR ACQUISITION - 01/28/2016

SURVEYOR'S SEAL



PREPARED FOR:

NEXUS Gas
Transmission, LLC



PREPARED BY:

Universal Pegasus
INTERNATIONAL
A Subsidiary of Huntington Ingalls Industries
COA: Universal Enasco, Inc.
4848 LOOP CENTRAL DR.
Suite 100
HOUSTON, TX. 77081
PH. 713-977-7770

JOB NO.

22203

DATE:

01/15/2016

DRAWN:

DCM

APPROVED:

DP

SCALE:

1"=100'

EXHIBIT "A"-5

THE PROPERTY OF
CHARTER TOWNSHIP
OF YPSILANTI

SHEET
1 OF 2

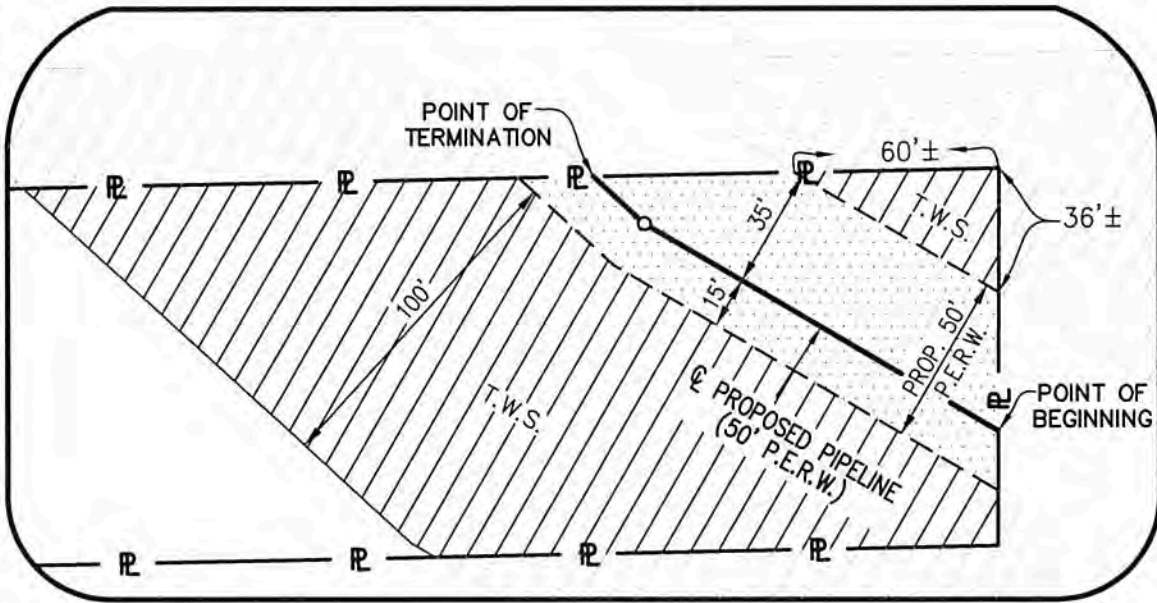
DOC. NO.
22203-250-PSK-40209

DWG. NO.
MI-WA-122.0000

REV
0

EXHIBIT "A"-5

YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN
 T 3 S, R 7 E :SECTION 13
 MICHIGAN SURVEY



DETAIL "A"
 N.T.S.

REVISIONS 0 ISSUED FOR ACQUISITION - 01/28/2016

PREPARED FOR:

NEXUS Gas Transmission, LLC



PREPARED BY:



4848 LOOP CENTRAL DR.
 Suite 100
 HOUSTON, TX. 77081
 PH. 713-977-7770

JOB NO.

22203

DATE:

01/15/2016

DRAWN:

DCM

APPROVED:

DP

SCALE:

N.T.S.

EXHIBIT "A"-5

THE PROPERTY OF
 CHARTER TOWNSHIP
 OF YPSILANTI

SHEET

2 OF 2

DOC. NO.

22203-250-PSK-40209

DWG. NO.

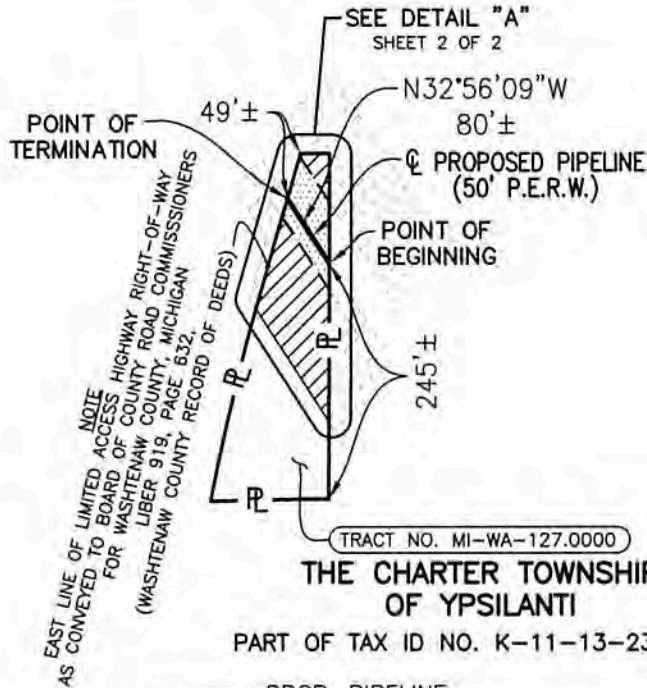
MI-WA-122.0000

REV

0

EXHIBIT "A" - 6

YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN
 PART OF LOTS 519 THRU LOTS 527
 & WEST 1/2 OF VACATED BEVERLY AVENUE
 WATSONIA PARK SUBDIVISION, T 3 S, R 7 E : SECTION 13
 MICHIGAN SURVEY



THE CHARTER TOWNSHIP
 OF YPSILANTI

PART OF TAX ID NO. K-11-13-232-002

- PROP. PIPELINE: 80' ±
- ▨ PROP. PERM. EASEMENT (P.E.R.W.): 0.1 ± ACRE
- ▨ PROP. TEMP. WORKSPACE (T.W.S.): 0.2 ± ACRE

NOTES:

1. THE ACTUAL LOCATION OF THE NEW PERMANENT EASEMENT IS DETERMINED BY THE FIRST PIPELINE AS INSTALLED.
2. ALL BEARINGS AND DISTANCES (US SURVEY FEET) HEREIN ARE GRID AND BASED UPON THE UNIVERSAL TRANSVERSE MERCATOR PROJECTION, ZONE 17 NORTH (UTM17N), NORTH AMERICAN DATUM OF 1983 (NAD83 (2011)).
3. I HEREBY CERTIFY THAT THIS EASEMENT EXHIBIT IS NOT A BOUNDARY SURVEY OR CERTIFIED SURVEY AND WAS PREPARED UNDER MY DIRECT SUPERVISION FROM RECORD DATA ONLY. THE INFORMATION WITHIN THIS EXHIBIT IS NOT INTENDED TO MEET THE REQUIREMENTS OF A CERTIFIED SURVEY AS DEFINED BY PUBLIC ACT 132 OF 1970, AS AMENDED, OR ANY OTHER APPLICABLE SURVEYING LAW WITHIN THE STATE OF MICHIGAN.

DAR

04.01.2016

DANA A. PARSELL, P.S. DATE:
 MICHIGAN PROFESSIONAL SURVEYOR #51483

ISSUED FOR ACQUISITION - 04/01/2016

SURVEYOR'S SEAL



PREPARED FOR:

NEXUS Gas Transmission, LLC



PREPARED BY:



Universal Pegasus INTERNATIONAL
 A Subsidiary of Huntington Ingalls Industries
 COA: Universal Enasco, Inc.
 4848 LOOP CENTRAL DR.
 Suite 100
 HOUSTON, TX. 77081
 PH. 713-977-7770

JOB NO.

22203

DATE:

03/16/2016

DRAWN:

LBJ

APPROVED:

DP

SCALE:

1"=200'

SHEET

1 OF 2

EXHIBIT "A" - 6

THE PROPERTY OF
 THE CHARTER
 TOWNSHIP OF YPSILANTI

DOC. NO.

22203-250-PSK-40259

DWG. NO.

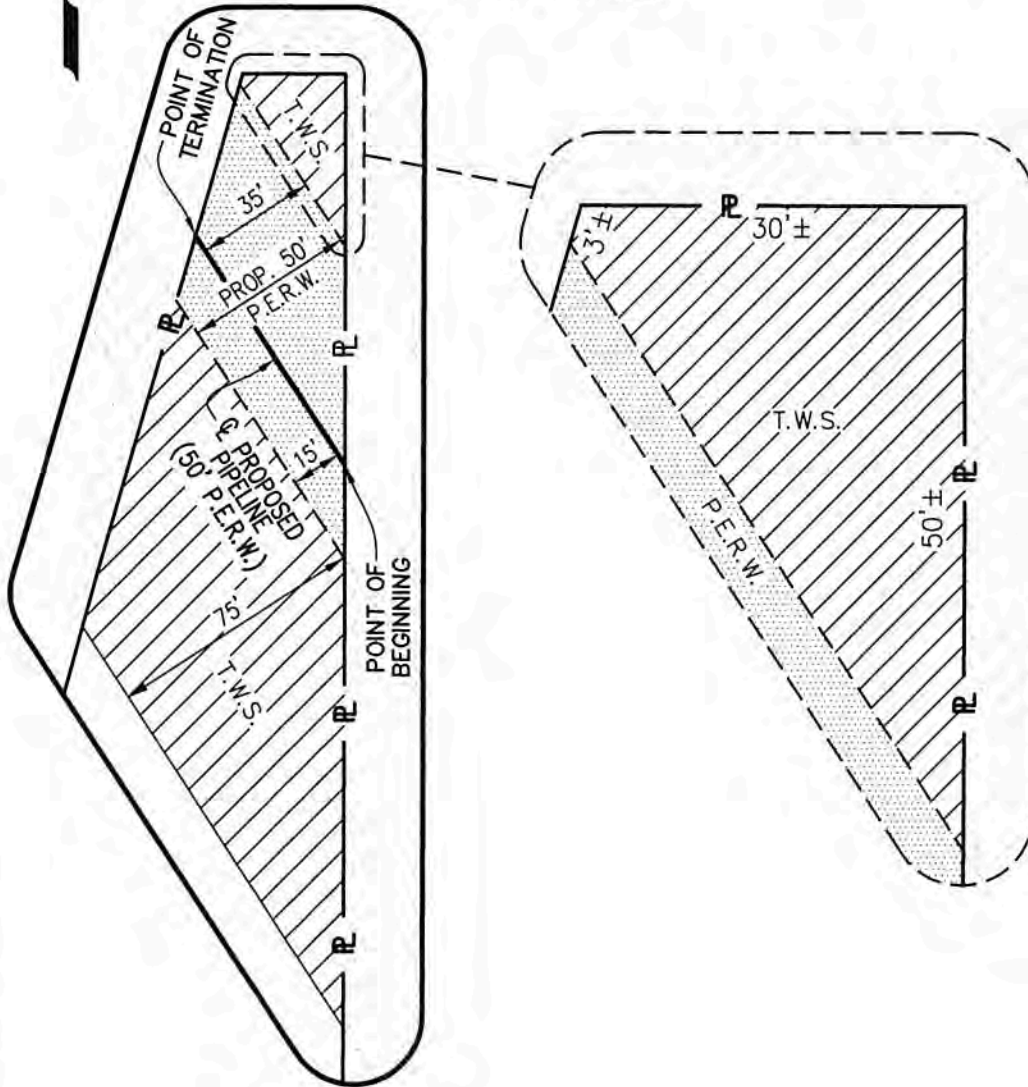
MI-WA-127.0000

REV

0

EXHIBIT "A"-6

YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN
 PART OF LOTS 519 THRU LOTS 527
 & WEST 1/2 OF VACATED BEVERLY AVENUE
 WATSONIA PARK SUBDIVISION, T 3 S, R 7 E : SECTION 13
 MICHIGAN SURVEY



DETAIL "A"
 N.T.S.

REVISIONS 0 ISSUED FOR ACQUISITION - 04/01/2016

PREPARED FOR:

NEXUS Gas Transmission, LLC



PREPARED BY:



Universal Pegasus INTERNATIONAL
 A Subsidiary of Huroncap Ingalls Industries
 COA: Universal Enaco, Inc.

4848 LOOP CENTRAL DR.
 Suite 100
 HOUSTON, TX. 77081
 PH. 713-977-7770

JOB NO.

22203

DATE:

03/16/2016

DRAWN:

LBJ

APPROVED:

DP

SCALE:

N.T.S.

SHEET 2 OF 2

DOC. NO. 22203-250-PSK-40259

DWG. NO. MI-WA-127.0000

REV 0

EXHIBIT "A"-6

THE PROPERTY OF
 THE CHARTER
 TOWNSHIP OF YPSILANTI

[DATE]

Hon. Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission
888 First Street N.E.
Washington, D.C. 20426

Re: Charter Township of Ypsilanti
Project No. 5334-019
Notice Pursuant to Article 416 of Intent to Convey Easements for Non-Project Use

Dear Secretary Bose:

The Charter Township of Ypsilanti (“Township”), licensee for the Ford Lake Hydroelectric Project, FERC Project No. 5334-019 hereby provides notice (“Notice”) to the Federal Energy Regulatory Commission (“Commission”) pursuant to Article 416(d) of the October 9, 2003 Order on Offer of Settlement and Issuing New License for the Ford Lake Hydroelectric Project (“License”) of the proposed conveyance of two easements that will enable NEXUS Gas Transmission, LLC (“NEXUS”) to construct a 766 foot segment of pipeline as part of NEXUS’s new interstate natural gas pipeline project.

Should you have any questions regarding this Notice, please do not hesitate to contact the undersigned.

Respectfully submitted,

/s/ _____

[TOWNSHIP]

Enclosures

cc: Michigan Natural Resources Trust Fund
Michigan Department of Natural Resources
Grants, Contracts, and Customer Systems
P.O. Box 30425
Lansing, Michigan 48909-7925

Attention: Brenda L. Stumbo, Supervisor and William D. Winters, Esq.
Karen Lovejoy-Roe, Township Clerk and William D. Winters, Esq.
7200 South Huron River Drive, Ypsilanti, MI 48197-7007

-- and --

Steinhardt Pesick & Cohen
Attn: H. Adam Cohen, Esq.
380 N. Old Woodward Avenue, Suite 120
Birmingham, MI 48009

II. BACKGROUND

The Ford Lake Hydroelectric Project, No. P-5334, owned by the Township, has an impoundment on the Huron River in Washtenaw County, Michigan.

The NEXUS Project is a new natural gas pipeline system to provide interstate transportation of natural gas to markets in northern Ohio, southeastern Michigan, and to the Dawn Hub in Ontario, Canada. NEXUS's application for a certificate of public convenience and necessity is currently being evaluated by FERC in Docket No. CP16-22-000. FERC staff has issued a Final Environmental Impact Statement ("FEIS") in the proceeding.²

Part of the NEXUS Project's route crosses the project boundary for the Ford Lake Hydroelectric Project, which Ypsilanti operates pursuant to the License it received from FERC. NEXUS will use a temporary easement above ground to accommodate construction activities, and a permanent underground easement to install a 766-foot segment of pipe via horizontal directional drilling ("HDD") approximately 40 feet below the bottom of the Huron River channel.

² *NEXUS Gas Transmission, LLC*, Final Environmental Impact Statement, Docket No. CP16-22-000 (Nov. 30, 2016) ("FEIS").

NEXUS and the Township have tentatively entered into an agreement by which the Township, acting pursuant to Article 416(d) of the License, would grant the easements necessary for the construction and operation of the pipeline.

III. PRIOR NOTICE

Article 416 (d) of the License provides that the Township may grant easements across project lands, including those for “pipelines that cross project lands or waters but do not discharge into project waters. . . .”³ Pursuant to Article 416(d), the licensee is required to notify FERC of its intent to convey easements on project lands at least 60 days before the conveyance will occur. The notice must briefly describe the interest to be conveyed, the nature of the proposed use, the identity of any federal or state agency official consulted, and any federal or state approvals required for the proposed use.⁴ Unless the Director of the Office of Energy Projects, within 45 days of the filing date, requires the licensee to file an application for prior approval, the licensee may convey the intended interest at the end of the 60-day period.⁵ The licensee is required to consult with federal and state fish and wildlife or recreation agencies and the State Historic Preservation Officer, as appropriate. In addition, the licensee must determine that the use of lands to be conveyed is not inconsistent with any approved Exhibit R or approved report on recreational resources of an Exhibit E.

IV. INTERESTS TO BE CONVEYED

Construction of the NEXUS Project will require the use of easements across two properties that are within the project boundary for the Ford Lake Hydroelectric Project. First,

³ Article 416(d)(3).

⁴ Article 416(d).

⁵ *Id.*

NEXUS will use a temporary easement across an above ground area of parcel number MI-WA-107.0020 and MI-WA-000.001, more commonly known as the South Hydro Park, Parcel No. K-11-24-300-011. The easement involves use of approximately 0.3 acres for a Temporary Access Road and approximately 0.4 acres of Temporary Workspace to accommodate construction activities. Drawings of these crossings are attached as EXHIBIT A-1. The duration of this temporary easement is twenty-four (24) months from the start of construction of the NEXUS Project on the Property.

The second easement is a permanent underground easement across parcel number MI-WA-110.0000, more commonly known as the North Hydro Park, Parcel No. K-11-24-300-001. This easement is for the construction of a 766 foot segment of the pipeline, to be installed using HDD approximately 40 feet below the bottom of the Huron River channel. The work will be performed in accordance with an HDD Design Report and HDD Monitoring and Inadvertent Return Contingency Plan filed by NEXUS and approved by FERC in its issuance of the FEIS for the NEXUS project in November 2016.⁶ For the underground segment, the pipeline itself will be below the surface and will not discharge into project waters. Drawings of the easement are attached as EXHIBIT A-2.

The HDD Design Report and the HDD Monitoring and Inadvertent Return Contingency Plan were both submitted to FERC as part of the FEIS process and are expected to be incorporated as part of the conditions of FERC's certification.⁷ The FEIS⁸ suggests that construction and operation of the NEXUS Project will not have a significant adverse effect on the lands or resources within the Ford Lake Hydroelectric Project from either an environmental

⁶ See FEIS at Appendix E-4.

⁷ *Id.*

⁸ See FEIS at Section 4, p. 164-165.

or recreational perspective. FERC staff has found the above-referenced reports to be mindful of groundwater resources in the project area.⁹

V. AGENCY CONSULTATION AND APPROVAL

In addition to FERC's environmental review of the NEXUS Project, NEXUS has consulted with relevant federal and state agencies regarding development of the Project. At the federal level, The United States Fish and Wildlife Service ("USFWS") prepared a Biological Opinion for the NEXUS Project, dated December 14, 2016, regarding impacts to endangered bat species, and provided notification to FERC on January 30, 2017 that it considers impacts to migratory birds resulting from the NEXUS project to be mitigated.¹⁰ The Biological Opinion found that the NEXUS Project was not likely to jeopardize the continued existence of the Indiana bat and the northern long-eared bat, and that no critical habitat for either bat species was found within the action area for the Project.¹¹

In Michigan, the Michigan Department of Natural Resources issued a concurrence in October of 2016 that substantial impacts are not anticipated from the NEXUS Project on any Michigan state-listed species.¹² The Michigan Department of Environmental Quality issued a Water Resources Division Permit for the NEXUS Project in January 2017, authorizing construction of the Project within Lenawee, Monroe and Washtenaw Counties.¹³ Finally, the

⁹ See FEIS at page ES-6.

¹⁰ See *NEXUS Gas Transmission, LLC*, Docket No. CP16-22-000, U.S. Fish and Wildlife Final Biological Opinion (December 14, 2016); see also *NEXUS Gas Transmission, LLC*, Docket No. CP16-22-000, Comments of U.S. Fish and Wildlife Service (January 30, 2017).

¹¹ Biological Opinion at 44.

¹² *NEXUS Gas Transmission, LLC*, Docket No. CP16-22-000, Update to Agency Consultation – MDNR Concurrence (October 17, 2016).

¹³

Michigan State Historic Preservation Office has not identified a conflict with historic sites on or near the easements.

VI. CONSISTENCY WITH PROJECT VALUES

In accordance with Article 416(d) and 416(e) of the License, the Township has reviewed the NEXUS proposal for the two easements. Based on this review and on the consultations NEXUS has undertaken with the relevant state and federal agencies, the Township has determined that the uses of Project lands proposed by NEXUS are not inconsistent with the recreational and environmental values of the Project, as more fully described below.

The temporary above ground easement in the South Hydro Park will allow for a temporary access road and temporary workspace for the NEXUS Project on the far east side of Project lands. These lands are not specifically reserved for Project recreational use, and their temporary use during construction of the Project should not disrupt recreation at the Ford Lake Hydroelectric Project. Following construction, Nexus shall restore and return these areas to pre-construction conditions in accordance with NEXUS's Erosion and Sediment Control Plan.¹⁴ The activities governed by the permanent easement across the North Hydro Park will be underground, and are not expected to interfere with any recreation as envisioned in the Ford Lake Hydroelectric Project's FERC-approved Recreation Plan.¹⁵

Furthermore, as described in the attached Easement Agreement, the proposed easements will contain the following provisions as required by Article 416(e)(3) of the License: (1) that the use of the lands conveyed will not endanger health, create a nuisance, or otherwise be

¹⁴ *NEXUS Gas Transmission, LLC*, Abbreviated Application for Certificates of Public Convenience and Necessity, at Appendix 1B1, Docket No. CP16-22-000 (November 20, 2015).

¹⁵ *Charter Township of Ypsilanti, Michigan*, Recreation Plan re the Ford Lake Dam, Docket No. P-5334-000 (June 12, 2009).

incompatible with the overall project recreational use; (2) that the grantee (NEXUS) shall take all reasonable precautions to ensure that the construction, operation, and maintenance of structures or facilities on the conveyed lands will occur in a manner that will protect the scenic, recreational, and environmental values of the project; and (3) that the grantee shall not unduly restrict public access to Project waters.¹⁶

VII. CONCLUSION

For the forgoing reasons, the Township hereby notifies the Commission of the proposed grant of two easements for non-project use of the Ford Lake Hydroelectric Project lands for the construction of a portion of the NEXUS Project. .

Respectfully submitted,

/s/ _____

[CHARTER TOWNSHIP OF YPSILANTI]

¹⁶ See Article 416(e)(3).

Tract Number(s): MI-WA-000.0001-SA-6.1-SPRD4, MI-WA-107.0020,
 MI-WA-107.0020-TAR-7-250.2, MI-WA-110.0000,
 MI-WA-119.0040, MI-WA-119.0050, MI-WA-119.0060,
 MI-WA-119.0070, MI-WA-122.0000 & MI-WA-127.0000

Landowner(s): The Charter Township of Ypsilanti, A/K/A The Township of Ypsilanti

Tax Parcel ID Number(s): K-11-24-300-011, K-11-24-300-001,
 K-11-13-331-014, K-11-13-331-015, K-11-13-331-016, K-11-13-331-017,
 K-11-13-331-001 and A PART OF K-11-13-232-002

NEXUS GAS TRANSMISSION, LLC ORDER OF PAYMENT

Date: _____

Contemporaneous with the execution of this Order of Payment, Grantor/Payee executed the Grants of Easement covering the lands described above. Grantee/Payor shall tender the payment below jointly to Grantor/Payee and Steinhardt Pesick & Cohen, Professional Corporation, as indicated herein by check. Grantor/Payee acknowledges and agrees that he/she has read and understands the terms and provisions of the Grants of Easement and this Order of Payment. Non-acceptance by Grantor/Payee of timely payment shall not serve to void the Grants of Easement.

Payment for the rights granted to NEXUS Gas Transmission, LLC are in the total amount of \$ **1,650,000.00**. This payment consists of the following:

Easement (100.00% of total payment) - \$ 1,650,000.00;
 And
 Damages (0.00% of total payment) - \$ 0.00.

**The Charter Township of Ypsilanti,
 A/K/A The Township of Ypsilanti,
 a Michigan Municipal Corporation**

By: _____

Its: _____ Date: _____

By: _____

Its: _____ Date: _____

	DATE PAID	PAID BY
	AMOUNT	CHECK NUMBER

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above The Charter Township of Ypsilanti, A/K/A The Township of Ypsilanti	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) 7200 South Huron Drive	Requester's name and address (optional)
	6 City, state, and ZIP code Ypsilanti, Michigan 48197-7007	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following persons must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CHARTER TOWNSHIP OF YPSILANTI ORDINANCE NO. 2017-474

An ordinance to amend Chapter 62, Article IV, Section 62-77 of the Code of Ordinances, Charter Township of Ypsilanti, to increase sewage disposal service rates.

BE IT ORDERED BY THE CHARTER TOWNSHIP OF YPSILANTI, that:

Section 62-77 of Chapter 62, Article IV of the Code of Ordinances be revised as follows:

For all billings rendered prior to October 1, 2017, existing sewage disposal service rates shall prevail. For all billings rendered on or after October 1, 2017, charges for sewage disposal services shall be as provided for in Schedule A, for each bimonthly (two-month) period:

Schedule A:

Meter Size (inch)	Allowed Usage Cubic Feet	CAPITAL CHARGE		OM&R		TOTAL	
		Contract Community	All Others	Contract Communities	All Others	Contract Community	All Others
5/8-3/4	600	\$1.45	\$1.45	\$19.38	\$23.99	\$20.83	\$25.44
1	1000	\$2.44	\$2.44	\$32.40	\$40.84	\$34.85	\$43.29
1-1/2	2100	\$5.34	\$5.34	\$66.48	\$83.97	\$71.82	\$89.31
2	4000	\$9.70	\$9.70	\$128.24	\$161.40	\$137.94	\$171.11
3	9000	\$21.85	\$21.85	\$279.86	\$361.14	\$301.71	\$382.99
4	16200	\$39.33	\$39.33	\$533.85	\$650.88	\$573.18	\$690.21
6	36000	\$87.41	\$87.41	\$1,151.04	\$1,448.52	\$1,238.44	\$1,535.94
8	66000	\$160.20	\$160.20	\$2,100.78	\$2,645.96	\$2,260.97	\$2,806.15
10	102000	\$243.93	\$243.93	\$3,251.84	\$4,094.48	\$3,495.77	\$4,338.42
12	150000	\$364.11	\$364.11	\$4,786.57	\$6,025.77	\$5,150.68	\$6,389.89

For all usage in excess of allowed usage, the rate per 100 cubic feet shall be as follows:

	CAPITAL CHARGE	OM&R	TOTAL
Contract Communities	\$0.244	\$2.098	\$2.34
All Others	\$0.244	\$2.211	\$2.46



YPSILANTI COMMUNITY UTILITIES AUTHORITY

2777 STATE ROAD
YPSILANTI, MICHIGAN 48198-9112
TELEPHONE: 734-484-4600
WEBSITE: www.ycua.org

July 31, 2017

VIA EMAIL and USPS

Ms. Karen Lovejoy Roe, Clerk
CHARTER TOWNSHIP of YPSILANTI
7200 South Huron River Drive
Ypsilanti, Michigan 48197

Re: **YCUA Water and Sewer Rate Changes**

Dear Karen:

At its regular meeting on August 23, 2017, the YCUA Board of Commissioners will consider a water rate increase of 3.2% to its Township Division customers effective October 1, 2017. Per the Ypsilanti Township ordinance authorizing the YCUA Board to increase the water rate up to the increase the Authority receives from the Great Lakes Water Authority (GLWA) for the purchase of water, no action by the Township Board is required. The GLWA increase to YCUA was 3.2% effective July 1, 2017. This is the Township notice of the increase to be approved by the YCUA Board of Commissioners.

At the same meeting, the YCUA Board will consider a recommendation to the Township Board of Trustees to increase the sewer rate by 4%. The ordinance needed to approve the increase is attached as well as supporting documentation regarding the increase. Please place this ordinance on the Township Trustees' agenda for their consideration at their Tuesday, August 15, 2017 meeting. Please also forward the supporting material attached for their use in considering the ordinance adoption request.

If you have any questions, please contact me.

Sincerely,

JEFF CASTRO, Director
Ypsilanti Community Utilities Authority

JC/kks

Enclosures

cc w/encl.: YCUA Board of Commissioners
Ms. Brenda Stumbo
Ms. Lisa Garrett
Mr. Thomas E. Daniels
cc: Mr. Dwayne Harrigan
Ms. Venita Terry



YPSILANTI COMMUNITY UTILITIES AUTHORITY

2777 STATE ROAD
YPSILANTI, MICHIGAN 48198-9112
TELEPHONE: 734-484-4600
WEBSITE: www.ycua.org

July 31, 2017

VIA EMAIL and USPS

CHARTER TOWNSHIP of YPSILANTI
Board of Trustees
7200 South Huron Street
Ypsilanti, Michigan 48198

Re: **YCUA Water and Sewer Rate Changes**

Dear Trustee:

At their regular meeting on August 23, 2017, the YCUA Board of Commissioners will consider a recommendation to the Ypsilanti Township Board of Trustees for a sewer rate increase of 4% for the YCUA Township Division customers effective October 1, 2017. At the same meeting, the YCUA Board will consider a water rate increase of 3.2% to Township Division customers. Per the Township ordinance authorizing the YCUA Board to increase the water rate up to the increase the Authority receives from the Great Lakes Water Authority (GLWA) for the purchase of water, no action by the Township Board is required on the water increase. The combined effect of these rate adjustments will be a 3.52% increase in a Township Division customer's bimonthly bill. The GLWA increase of 3.2% was effective July 1, 2017.

The ordinance approving these rate adjustments is included in this correspondence for your consideration. Also included is the document summarizing the budget highlights related to the September 1, 2017 fiscal year budget, which the YCUA Board of Commissioners will also consider at their August 23, 2017 regular meeting.

If you have any questions, please contact me.

Sincerely,

JEFF CASTRO, Director
Ypsilanti Community Utilities Authority

JC/kks

Enclosures

cc w/encl.: YCUA Board of Commissioners

Ms. Brenda L. Stumbo

Ms. Karen Lovejoy Roe

Ms. Lisa Garrett

Mr. Thomas E. Daniels

cc: Mr. Dwayne Harrigan

Ms. Venita Terry

YCUA 2017-18 Budget Highlights

Water Sales

City Division: The budget projects that water sales in the city will not change compared to the 2016/2017 Budget.

Township Division: The budget projects water sales in the Township to remain the same compared to the 2016/2017 Budget.

Sewer Sales

City Division: The budget projects sewer sales from within the city to remain the same compared to the 2016/2017 Budget.

Township Division: The budget projects sewer sales from within the Township to remain the same compared to the 2016/2017 Budget.

Contract Communities: WTUA Increased flow \$200,000

Operating Expense Changes

Decrease of Benefits	\$ 300,000	
Purchased Water	\$ 300,000	(3.2% GLWA rate increase)
Debt/interest	\$ 50,000	

Overall Summary

Increase from GLWA	(\$ 300,000)
Wastewater Costs	(\$ 520,000)
Debt/Interest	(\$ 50,000)
Increase in Capital Expenses	(\$ 285,000)
Benefits	\$ 300,000
Sewer increase (3.00%)	\$ 320,000
Water Increase (3.00%)	\$ 535,000
Operation costs	\$ 60,000
Overall Change	\$ 60,000

Township Customers- 3.52% Increase

Minimum Bill (\$58.89)	increase on bill	\$2.48/bill or \$1.02/mth
Average Bill (\$94.10)	increase on bill	\$3.90/bill or \$1.62/mth

(Comprised of 3.2% increase water/4.0% increase sewer/ 0% change in surcharge)

Other Community Rate 2017-18 Comparisons

Canton Township 3.2% Increase
Ann Arbor 6.3% Increase
Northville 6.0% Increase
Livonia 6.77% Increase
Plymouth 5.2% Increase
Rochester Hills 5.3% Increase

YCUA Ypsilanti Township Division

CURRENT:

Minimum User residential			
	6 units(4488 gallons) per 2 month billing cycle		
	water	sewer	Total
6 units	\$29.70	\$24.46	\$54.16
surcharge (5%)	\$1.49	\$1.22	\$2.71
Total	\$31.19	\$25.68	\$56.87

Average User residential			
	12 units(8,976 gallons) per 2 month billing cycle		
	water	sewer	Total
6 units	\$29.70	\$24.46	\$54.16
6 units	\$18.24	\$14.17	\$32.41
surcharge (5%)	\$2.40	\$1.93	\$4.33
Total	\$50.34	\$40.56	\$90.90

PROPOSED:	9/01/2017		
Water rate increase	3.20%		
Sewer rate increase	4.00%		
Surcharge rate	5.00%		
Commodity rate		\$ 3.14	\$ 2.46
			\$ 5.59

Effect on a minimum and average township customer with a proposed 3.20% water rate increase, a sewer rate increase of 4.0%. Surcharge rate unchanged.

Minimum User residential			
	6 units(4488 gallons) per 2 month billing cycle		
	water	sewer	Total
6 units	\$30.65	\$25.44	\$56.09
surcharge (5%)	\$1.53	\$1.27	\$2.80
Total	\$32.18	\$26.71	\$58.89
increase	\$1.00	\$1.03	\$2.03
increase/mo	\$0.50	\$0.51	\$1.02
	cumulative rate increase		3.54%

Average User residential			
	12 units(8,976 gallons) per 2 month billing cycle		
	water	sewer	Total
6 units	\$30.65	\$25.44	\$56.09
6 units	\$18.82	\$14.73	\$33.56
surcharge (5%)	\$2.47	\$2.01	\$4.48
Total	\$51.95	\$42.18	\$94.13
increase	\$1.61	\$1.62	\$3.23
increase/mo	\$0.81	\$0.81	\$1.62
	cumulative rate increase		3.52%

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



Charter Township of Ypsilanti
Residential Services Division

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484.0073
Fax: (734)544.3501

www.ytown.org

MEMORANDUM

TO: Ypsilanti Township Board of Trustees

FROM: Jeff Allen, Director – Residential Services Department

DATE: August 8, 2017

RE: Approval of a contract between Ypsilanti Township and YCUA in the amount of \$1,918,495 to oversee and manage the Tyler Pond project.

On April 21, 2015, the Township Board approved for a single construction contract for the Tyler Pond Trestle project to be administered by YCUA.

In addition, on June 22, 2016, the Township Board approved committing funds in the amount of \$1,918,495 in a joint project with YCUA to operate the single contract.

We have discovered that the contract with YCUA was never drawn up or completed, so we are seeking this contract approval at this time.

The funds for this project will be coming out of line item # 101.970.000.971.100.

TYLER POND TRESTLE REPLACEMENT AND DAM MODIFICATIONS

CONTRACT

Ypsilanti Community Utilities Authority – Charter Township of Ypsilanti

This contract is made and entered into by and between:

The **Ypsilanti Community Utilities Authority**, a Michigan municipal corporation, constituted under Act 233 of 1955, as amended, Michigan Compiled Laws, 2777 State Street, Ypsilanti, Michigan 48198 (“YCUA”); and

The Charter Township of Ypsilanti, a Michigan Municipal body corporate, 7200 S. Huron River Drive, Ypsilanti, Michigan, 48197 (“**Township**”).

1.0 ACKNOWLEDGMENTS

1.1 YCUA is undertaking the following capital improvement project: replacement of two existing timber trestles with a new precast concrete utility bridge to carry wastewater conveyance pipes over Tyler Pond in section 12 of the Charter Township of Ypsilanti (“the Project”).

1.2 The Township wants certain modifications to be made to the existing dam downstream the area of the Project, to wit: Permanent drawdown of the manmade impoundment, removal of an existing valve at the dam, permanent stabilization of the pond bottom once the impoundment is permanently dewatered, reestablishment of Willow Creek and related items (“Dam Modifications”).

1.3 YCUA and the Township agree that the Dam Modifications will be included in the Project, the Project will be bid by YCUA and the construction contract for the Project administered by YCUA. The Township will reimburse YCUA for the cost of the Dam Modifications according to the terms and conditions of this contract.

As part of the trestle replacement, YCUA will be responsible for certain portions of the Dam Modifications, in particular the drawdown of the impoundment and related items.

2.0 CONTRACT

Therefore, the parties agree as follows:

2.1 The Township provided YCUA with the plans, specifications, bid items and quantities for the Dam Modifications and those plans and specifications were included in and made a part of YCUA’s bid, plans, specifications and proposal for the Project.

2.2 YCUA advertised and let for bid the Project in accordance with YCUA policy and the requirements of the Michigan Department of Environmental Quality (“MDEQ”) Clean Water State Revolving Fund (“SRF”) loan program

2.3 YCUA has obtained funding for the Project through the SRF loan program administered by the MDEQ.

2.4 The Township is not a party to that loan and is and will not be made a party thereto by virtue of this agreement.

2.5 Following execution of this Contract and execution of a construction contract between YCUA and an independent contractor, YCUA will submit periodic invoices, but not more than once per month, to the Township for actual costs incurred for the Dam Modifications as specified by the construction contract. Following a final accounting of the project costs YCUA will submit a final invoice for the actual remaining unpaid costs. All invoices shall provide supporting detail and information which reasonably identifies and isolates the costs of the Dam Modifications.

2.6 The Township will promptly reimburse YCUA upon receipt of such invoices for all costs and expenses attributed to the Dam Modifications portion of the Project.

2.7 The expected cost for the Dam Modifications is \$1,918,495,. These expected costs for the Dam Modifications are based upon the low bid prices for the plans, specifications, bid items and quantities prepared by the Township for the Dam Modifications. YCUA does not represent, warrant, or guarantee that the Township's actual cost for the Dam Modifications will not exceed the Project bid. However, the Township will not be required to reimburse YCUA for any extras, over and above the contracted amount for the Dam Modifications, which have not been approved in advance by the Township. Such approval will not be unreasonably withheld.

3.0 GENERAL PROVISIONS

3.1 All notices and invoices under this contract are deemed given when mailed by first class mail, postage pre-paid, or personally delivered as follows:

For YCUA

Director
Ypsilanti Community Utilities Authority
2777 State Street
Ypsilanti, MI 48198

For the Township

Supervisor
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197

3.2 This contract constitutes the entire contract between the parties and all previous communications between the parties, whether written or oral with reference to the subject matter of this contract, are hereby canceled and superseded.

3.3 If any provision of this contract violates any law, the remaining provisions of this contract shall continue in full force and effect.

3.4 This contract shall be interpreted and construed in all respects in accordance with the laws of the State of Michigan.

3.5 This contract has been jointly drafted by the parties and, therefore, shall be construed and interpreted accordingly.

3.6 Failure or delay in performance of this contract by either party shall not be deemed to be a breach thereof when such failure or delay is occasioned by or due to any act of God, labor strike, lock-out, war, riot, epidemic, explosion, terrorism, breakage or accident to machinery or lines of pipe, the binding order of any court or governmental authority or any other cause, whether of the kind enumerated here or otherwise, not within the control of the party claimed to be responsible for such failure or delay or other similar alleged breach of this contract.

3.7 Without the prior written consent of the governing body of either party, neither this contract, any interest created by this contract, or any claim arising under this contract shall be transferred or assigned by either party.

3.8 The parties agree and it is specifically understood that the parties' performance under this contract does not and shall not confer upon YCUA any right, title or interest in the Dam Modifications and does not confer upon the Township any right, title or interest in the trestle replacement portion of the Project.

3.9 This contract does not create or vest any rights or privileges in any third party not a party to this contract. Notwithstanding any other provision of this contract, this contract and actions taken by either party under this contract, will not and shall not be construed by any third party or any court of law as vesting any rights or privileges in any third party under any circumstances.

3.10 Nothing herein shall be construed to constitute either party to this contract, or their member communities, contractors, agents or assigns, as a joint venturer or agent or general partner of the other, nor do the parties intend to create or engage in a joint venture or joint venture partnership by entering into and satisfying the terms and conditions of this contract.

3.11 This contract shall be effective and binding on the date on which the last of the parties signs this contract. It may be executed in counterpart originals, one of which shall be retained by each party and each of which may serve as the original of this contract.

IN WITNESS WHEREOF, the parties have set their hands to this contract the day and year here written.

**YPSILANTI COMMUNITY UTILITIES
AUTHORITY**

Dated: _____, 2017

By: Jeff Castro

Its: Director

Dated: _____, 2017

By: _____

Its: _____

**CHARTER TOWNSHIP OF
YPSILANTI**

Dated: _____, 2017

By: Brenda Stumbo

Its: Supervisor

Dated: _____, 2017

By:

Its:

G:\YCUAproj\2014 - Tyler Pond Trestle Replacement\YCUA-YTown Agreement Draft.docx

Charter Township of Ypsilanti
Resolution No. 2017-19

Connecting Communities Initiative Grant

WHEREAS, the Washtenaw County Parks and Recreation Commission has a "Connecting Communities" Initiative; and

WHEREAS, this initiative allows communities in the county to receive grant funds for local trail projects to connect communities; and

WHEREAS, Ypsilanti Township has an opportunity to receive an estimated \$100,000 in grant dollars for the construction of a non-motorized path along Grove Rd. in front of Rawsonville School through this grant application; and

WHEREAS, there is a continual need to enhance our non-motorized path trail system; and

WHEREAS, applications are due by August 31, 2017 for the 2018 construction year and the award is made in November 2017; and

WHEREAS, this may be a collaborative effort with Ypsilanti Township, Washtenaw County Road Commission and Washtenaw County Parks and Recreation; and

NOW THEREFORE BE IT RESOLVED that the Charter Township of Ypsilanti Board of Trustees authorize signing of the application and any necessary contracts and submittal of the application by Township staff for the Connecting Communities Initiative.

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



Charter Township of Ypsilanti
Residential Services Division

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484.0073
Fax: (734)544.3501

www.ytown.org

MEMORANDUM

TO: Ypsilanti Township Board of Trustees

FROM: Jeff Allen, Director – Residential Services Department

DATE: August 7, 2017

RE: Authorization to seek Connecting Communities grant 2017-18 for a non-motorized path along Grove Rd in front of Rawsonville School

Please authorize us to seek the Washtenaw County Parks and Recreation Connecting Communities Grant for the years 2017-2018 in the amount of \$129,100.

As you may be aware, the Washtenaw County Parks & Rec awards \$600,000 per year to municipalities in increments of \$100,000 to connect residents to schools, shopping and stores. This easier / safe movements via bicycling or walking/ running is a benefit to the viability of a neighborhood and minimizes fuel consumption, as well as promoting health.

Over the years, we have been awarded grants for paths along Textile to Lakeside Park as well as continuing westward ultimately filling in gaps to get residents to the library and the Kroger complex.

OHM has submitted a proposal to do the work and it would start from the west side of the school entrance, east- across Snow Rd and to the property line at 3226 Grove Rd. Ultimately, we hope to continue eastward to Rawsonville Road.

We anticipate applying for the full \$100,000, as we are now able to use engineering dollars, in addition to the construction costs. This would leave up to \$29,100 to be covered by the Township, which we could budget for 2018. expenses to the Township, we will come back to the Board for approval.



Grove Street Pathway Ypsilanti Township

ORCHARD, HILTZ & McCLIMENT, INC.

34000 Plymouth Road, Livonia, Michigan, 48150

Telephone: (734) 522-6711 FAX: (734) 466-4557

PROJECT: Grove Street Pathway

DATE:	Aug 8, 2017
PROJECT NO.:	0098-14-0000
ESTIMATOR:	HPH
CHECKED BY:	MDP
CURRENT ENR:	JLH

BASIS FOR ESTIMATE: CONCEPTUAL PRELIMINARY FINAL

Assumptions: Assume 3 inch thick HMA path and 6 inch thick aggregate base
850 ft HMA shared use path connects to existing path west of school entrance and
stops east of Snow Road at property line of 3226 Grove Street
Does not include cost to relocate utility pole guy wires
Assume replacing 10 ft wide HMA strip in school driveway and Snow Rd approach

ITEM	DESCRIPTION	EST. QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization, Max. 5%	1	LS	\$ 4,385.00	\$ 4,385.00
2	Traffic Maintenance and Control	1	LS	\$ 5,000.00	\$ 5,000.00
3	Audio Video Route Survey	1	LS	\$ 2,500.00	\$ 2,500.00
4	Erosion Control, Inlet Protection, Fabric Drop	10	Ea	\$ 150.00	\$ 1,500.00
5	Erosion Control, Silt Fence	850	Ft	\$ 1.50	\$ 1,275.00
6	Tree, Rem, 6 inch to 18 inch	10	Ea	\$ 500.00	\$ 5,000.00
7	Driveway Removal	113	Syd	\$ 9.00	\$ 1,018.50
8	Sidewalk Removal	7	Syd	\$ 9.00	\$ 60.00
9	Curb and Gutter Removal	80	Ft	\$ 15.00	\$ 1,200.00
10	Ped Signal, Remove and Reset	1	Ea	\$ 1,000.00	\$ 1,000.00
11	Curb Stop Box Adjust	1	Ea	\$ 500.00	\$ 500.00
12	Drainage Structure, Adjust	2	Ea	\$ 700.00	\$ 1,400.00
13	Subgrade Undercutting	180	Cyd	\$ 50.00	\$ 9,000.00
14	Shared Use Path, Aggregate Base, 6 inch	406	Ton	\$ 35.00	\$ 14,210.00
15	Driveway, Aggregate Base, 6 inch	40	Ton	\$ 35.00	\$ 1,400.00
16	Shared Use Path, Grading Case A	5.5	Sta	\$ 1,100.00	\$ 6,050.00
17	Shared Use Path, Grading Case B	3	Sta	\$ 1,500.00	\$ 4,500.00
18	Shared Use Path, HMA 13A, 3 inch	145	Ton	\$ 90.00	\$ 13,050.00
19	Driveways, HMA, 13A, 3 inch	19	Ton	\$ 90.00	\$ 1,710.00
20	HMA Hand Patching	9	Ton	\$ 170.00	\$ 1,530.00
21	Curb and Gutter	40	Ft	\$ 25.00	\$ 1,000.00
22	Concrete ADA Ramp, 6 inch	850	Sft	\$ 8.00	\$ 6,800.00
23	Detectable Warning Surface	20	Ft	\$ 40.00	\$ 800.00
24	Sign, Remove, Salvage, and Reset	3	Ea	\$ 60.00	\$ 180.00
25	Landscape Restoration	8.5	Sta	\$ 300.00	\$ 2,550.00

Estimated Construction Cost	\$87,700.00
Construction Contingency (15%)	\$13,200.00
Design and CE Services (25%)	\$25,200.00
Estimated Materials Testing (3%)	\$3,000.00
Total Project Cost	\$129,100.00

NOTE: This conceptual estimate does not include right-of-way acquisition, easement costs, adjustment of utility pole guy wires, or adjustment of miscellaneous electrical equipment.



Start proposed pathway at end of existing pathway

Proposed 10' wide HMA Pathway

ADA compliant ramps at either side of drive approach

End pathway at property line of 3226 Grove Street

ADA compliant ramps at either side of drive approach

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

MEMORANDUM

To: Karen Lovejoy Roe, Clerk

From: Megan Masson-Minock
Planning Consultant

Date: August 1, 2017

Subject: **Recommendation of the Ypsilanti Township Planning Commission to Approve a One-year Extension of Majestic Lakes PD Stage I with the Expiration of September 15, 2018**

At the regular meeting on July 25, 2017, the Ypsilanti Township Planning Commission unanimously approved recommending to the Charter Township of Ypsilanti Board of Trustees a one-year extension of the Majestic Lakes PD Stage I, with the expiration September 15, 2018.

Please place this request on the August 15, 2017 agenda for consideration by the Charter Ypsilanti Township Board of Trustees.

Blue Majestic, LLC

32400 Telegraph Road, Suite 200A, Bingham Farms, MI 48025

Received
By _____
JUN 25 2017
Ypsilanti Township
CED Department

June 23, 2017

Mr. Ben Carlisle
Township Planner
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197

Ref: Request for Extension of Stage I Approval
Majestic Lakes PD

Dear Mr. Carlisle:

We wish to request an extension of our Stage I approval for the Majestic Lakes Planned Development which expires on September 15, 2017.

Although we are in the final stages of preparation for our Stage II approval and expect to be ready for Planning Commission and Township Board meetings soon, it is possible that it may take longer than September 15 to finalize the process. Due to requirements by outside agencies and changes in regulations, it has taken longer than anticipated to address all the issues. We now have conditional approval for the engineering plans from YCUA, Washtenaw County Water Resources Commission and OHM and are waiting for the approval letter from the Washtenaw County Road Commission. We are also preparing Master Deeds and Exhibit B plans necessary for Stage II.

Please let me know if you need any additional information to process our request for an extension.

Sincerely,



Manny Kniahynycky, P.E.
Authorized Representative

cc: Scott Jacobson

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Karen Lovejoy Roe, Clerk
From: Karen Wallin, Human Resources Department
Michael Radzik, OCS Director
Re: **Request to authorize filling the Chief Building Official position**
Date: August 9, 2017

Please accept this request to authorize the Human Resources Department to fill the Chief Building Official position at its earliest opportunity. The position will be posted internally and externally by appropriate means in order to promote a satisfactory response. This is a salaried non-union position that was vacated on July 28, 2017. The job description remains consistent as last updated in 2015, and a copy of the job description is enclosed for reference.

In order to attract qualified candidates, the salary range for the position shall be adjusted not to exceed \$83,000 based on a market rate for similar positions in comparable jurisdictions as determined by the Human Resources Department and approved by the Township Supervisor. The position is fully funded in Fund 249 - Building Department budget.

This is a critically important position within the organization, especially at this time when community development is ramping up. Please place this item on the next available Board of Trustees meeting agenda for consideration.

Thank you.

Charter Township of Ypsilanti

BUILDING DEPARTMENT CHIEF BUILDING OFFICIAL

Summary

This position is appointed to administer and enforce the Michigan building codes representing the Township and performs technical and supervisory work in directing the activities of the Building Department under administrative oversight of the Office of Community Standards (OCS). This position supervises Building Department inspection and plan review staff and supports neighborhood stabilization programs in collaboration with other departments within the OCS. This position engages in plan review, issuance of permits, inspections, interpretation and enforcement of building codes, property maintenance codes and associated codes and ordinances.

Supervision Received

Work is performed with considerable independence under the direction of the OCS Director. Exercises independent judgment within overall objectives and priorities established by the OCS Director and the Township Board and is held accountable for results.

Supervision Exercised

Directly supervises Act 54 registered inspectors and plan reviewers both employed and contracted by the Township. Assists with supervision of housing inspection staff and provides technical guidance on code interpretation and enforcement procedures.

Responsibilities and Essential Duties

An employee in this position may be called upon to do any or all of the following essential duties: (These examples do not include all of the duties which the employee may be expected to perform).

1. Administer and enforce the Michigan state building and associated codes as a registered building official appointed to represent the Township.
2. Direct and manage the operations and staff of the Building Department in the review of permit applications, issuance of permits, inspections, and the enforcement of the building codes, property maintenance code and related ordinances.
3. Provide direct supervision and direction to inspectors. Monitor employee performance and conduct evaluations of the inspection staff pursuant to the ISO requirements. Initiates training and continuing education according to demonstrated need and/or technical certification requirements. Has the authority to issue counseling and discipline limited to oral and written reprimands and to recommend more severe disciplinary action.

4. Demonstrate leadership skills in defining and effectively communicating building department objectives, township objectives and in creating a working environment that stimulates positive attitudes, problem solving and teamwork.
5. Act as technical advisor to OCS employees in solving difficult assignments and in reviewing the objectives, feasibility, techniques of execution, and resultant findings of their work. Work cooperatively with the OCS Executive Coordinator to provide guidance and feedback to OCS clerical staff in the administration of Building Department processes.
6. Explain, interpret and provide guidance regarding applicable building codes and related ordinances to architects, engineers, contractors, developers, property owners, members of the public and township officials. Provide assistance, respond to requests, and resolve complaints.
7. Review plan submittals, specifications and blueprints for new construction and/or the remodeling of buildings for compliance to building codes and related ordinances. Approves permit applications for construction or remodeling when compliance has been achieved. Approve and issue certificates of occupancy.
8. Demonstrate a cooperative effort with planning and development staff and consultants to facilitate a seamless transition of development projects from the planning process through construction to completion and issuance of a certificate of occupancy.
9. Coordinate with and provide technical support to the Ordinance Department and its staff to facilitate neighborhood stabilization programs and nuisance abatement services.
10. Coordinate with and provide technical support for housing inspection programs and services administered within the OCS.
11. Coordinate with the Police Services Administrator to support problem-oriented policing initiatives related to nuisance abatement activities and the enforcement of the Property Maintenance Code in neighborhoods and business districts.
12. Coordinate with and support the Fire Marshal with administration and enforcement of applicable fire codes.
13. Coordinate with Township legal counsel to support prosecution of code violations and civil litigation to achieve Township goals and objectives.
14. Prepare and review notices of code violations, letters, reports, and assemble background material to support enforcement activity. Establish and maintain code violation files and track the abatement process using established software programs (BS&A). Prepare material and evidence for the prosecution of code violations and provide testimony in court in such prosecutions as required.

15. Advise the Township Supervisor and other Township Officials on code enforcement matters, which may require the research and preparation of reports on a wide variety of topics, including those of a technical nature.
16. Provide staff support to the Construction Board of Appeals. Processes and reviews applications, makes recommendations per ordinance, prepare meeting packets and attend meetings.
17. Assist the OCS Director and OCS Executive Coordinator with preparation and presentation of annual budget requests to the Township Supervisor and Township Board. Monitor departmental expenses and initiate measures to operate within approved budgetary limits.
18. Performs other related work as assigned and required.

Essential Functions, Qualifications and KSA's for Employment

All of the following functions, qualifications, knowledge, skills and abilities are essential. An employee in this position, upon appointment, should have the equivalent of the following:

- Graduation from an accredited high school or GED supplemented with advanced course work in building construction, architecture, or engineering preferred.
- Certification/Registration from the State of Michigan Department of Licensing and Regulatory Affairs as a Building Official, Building Inspector and Plan Reviewer with the ability to maintain certifications through attendance at required continuing education courses.
- Certification from the Michigan Department of Environmental Quality as a Soil Erosion Control Inspector preferred.
- Required experience:
 - A minimum of five years construction inspection and/or code enforcement experience required.
 - Ten years management experience inclusive of five years supervisory responsibility of a work group required.
- Skill in the use of computer software including, but not limited to, Microsoft Office applications, the BS&A Permits platform and the ability to conduct research using the Internet.
- Considerable knowledge of the methods, materials and techniques used in modern building design and construction.
- Thorough knowledge, understanding and ability to interpret all state and local building codes, property maintenance code, zoning and related ordinances.
- Thorough knowledge of the principles, practices and procedures of plan review, site inspection, and code enforcement. Skill and ability to read and interpret specifications, blue prints, and drawings.

- Knowledge of municipal government operations including administration and budgeting practices.
- Skill and ability to critically assess situations, solve problems, and work within deadlines and changes in work priorities.
- Ability to maintain confidential working relationships.
- Skill and ability to perform mathematical computations.
- Interpersonal skills to establish and maintain effective working relationships with coworkers and elected officials.
- The ability to communicate effectively with the public and to satisfactorily resolve conflicts and service complaints; the ability to maintain tact and diplomacy in dealing with the public.
- Ability to plan, direct, supervise and evaluate the work of subordinate employees.
- Ability to work independently and set daily schedule with minimal direct supervision. Ability to work flexible hours to include occasional evenings and weekends if necessary.
- Must possess and maintain a valid driver's license with a good driving record.
- Must have good hearing, clear speech and the ability to perform visual inspections.
- Must have mobility and be able to traverse uneven surfaces to supervise and perform inspections in the field.

Ypsilanti Township
Reviewed August 2017

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Karen Lovejoy Roe, Clerk
From: Karen Wallin, Human Resources Department
Michael Radzik, OCS Director
Re: **Request to authorize filling the Planning & Development Coordinator position**
Date: August 9, 2017

Please accept this request to authorize the Human Resources Department to fill the Planning & Development Coordinator position at its earliest opportunity. The position will be posted internally and externally by appropriate means in order to promote a satisfactory response. This is a salaried position within the Teamster labor contract that has been held vacant since 2011. The job description has been updated to meet current and future needs of the organization, and a copy of the job description is enclosed for reference.

In order to attract qualified candidates, the salary range for the position shall be adjusted not to exceed \$72,000 based on a market rate for similar positions in comparable jurisdictions as determined by the Human Resources Department and approved by the Township Supervisor. The position shall be co-funded within the Community Development and Building Department budgets. The current interim arrangement with Carlisle Wortman Associates to provide Planning Department office staffing shall be terminated upon filling this position.

This is a critically important position within the organization, especially at this time when community development is ramping up. Please place this item on the next available Board of Trustees meeting agenda for consideration.

Thank you.

Charter Township of Ypsilanti

PLANNING & DEVELOPMENT COORDINATOR

Summary

Performs responsible professional and administrative work in planning, reviewing, organizing and coordinating development activities.

Supervision Received

Work is performed under the general guidance of the Office of Community Standards (OCS) Director in accordance with Township, State, and Federal laws, ordinance and regulation applicable to specific areas of program activity. Work is reviewed through conferences and reports for overall program effectiveness.

Responsibilities and Duties

An employee in this position may be called upon to do any or all of the following essential duties: (These examples do not include all of the duties which the employee may be expected to perform.)

1. Participates in the drafting and presentation of the Community Development Department budget. Monitors expenditures remaining within approved budgetary limits. Approves the billing of services and the submission of invoices for payment.
2. Advises the OCS Director and the Administrative Officials on planning, zoning and code enforcement matters which may require the research and preparation of reports on a wide variety of topics, including those of a technical nature.
3. Attends Township Board, Planning Commission and Zoning Board of Appeals meetings and assists as necessary to provide staff reports and recommendations on matters under consideration.
4. Assists the OCS Director with conducting pre-application meetings with petitioners and applicants, reviewing variance request applications, conducting on-site inspections for individual applications or requests.
5. Assists the OCS Director with coordination of preliminary site plan review by professional engineering and planning consultants, as well as external reviewing agencies. Further assists the coordination of detailed engineering reviews and final site plan approval for new development.

PLANNING & DEVELOPMENT COORDINATOR

Responsibilities and Duties (cont'd)

6. Assists the OCS Director with administration of regulatory business licensing applications such as smoking lounges, junkyards and collection boxes.
7. Assists the OCS Director in coordinating administrative functions for the Planning Commission and Zoning Board of Appeals, including overseeing citizen notification procedures, conducting research, preparing legal publication notices, and staff reports.
8. Assist residents, developers, contractors, architects, engineers, and attorneys on a variety of planning, zoning and development issues.
9. Reviews site plans and building permit applications for compliance with Township ordinances regulating, but not limited to, zoning, building, signs, fences, property maintenance codes and subdivisions. Includes answering public inquiries, reviewing development proposals and engineering plans for compliance, and reviewing the buildable status of individual properties.
10. Oversees the inspections, investigation and processing of complaints related to zoning code violations. May testify in court as an expert witness on technical and procedural matters.
11. Performs related work as required to carry out the community and economic development goals and objectives of the Township.

Essential Functions, Qualifications and KSA's for Employment

All of the following functions, qualifications, knowledge, skill and abilities are essential. An employee in this position upon appointment, should have the equivalent of the following:

- Knowledge of the principles and practices of public administration.
- Considerable knowledge of land use principles and urban planning.
- Knowledge of zoning and site development rules, regulations, and ordinances.
- Interpersonal skill to establish and maintain effective working relationships.
- Ability to compile and analyze statistical and technical data and to present facts and recommendations effectively in written and oral form.
- Ability to perform mathematical computations.
- Ability to read and interpret specifications, blueprints and drawings.
- Ability to comprehend complex issues and identify alternative solutions and prepare appropriate recommendations.
- Ability to recognize and handle stress.

- Skill in the use of computer word processing, spreadsheet, database and GIS software.
- Must have good vision, hearing, physical mobility and verbal communication.
- Must be able to drive and possess a valid driver's license with a good driving record.
- Graduation from an accredited four-year college or university with major course study in urban planning or related field with two years of experience or any combination of education and training which provides the essential knowledge, skills and abilities.

Ypsilanti Township
August 2017

**Salary Survey - Office of Community Standards
August 2017**

Municipality	Planning			Building Dir/Official		
	Low	High	Current	Low	High	Current
Canton Township	82,650	107,448	107,448	82,650	107,448	90,204
Chesterfield Township	64,503	73,346	64,503	80,352	93,004	89,992
Clinton Township	91,555	101,609	101,609	86,160	96,447	91,209
Commerce Township			70,000			
Highland Township	59,456	69,966	66,203	52,280	61,562	61,776
Huron Township				40,000	75,000	
Macomb Townshp						93,943
Orion Township			64,900	67,500	79,500	
Pittsfield Township				57,693	80,194	88,194
Plymouth Township						88,344
Redford Township				69,267	69,267	69,267
Van Buren Township						62,930
Washington Township	70,000	74,295	73,197	74,743	79,329	78,157
Waterford Township			77,948			83,602
City of Allen Park						76,877
City of Ann Arbor	78,260	129,127	111,781			
City of Auburn Hills	47,226	61,623	56,437	60,633	74,997	76,000
City of Birmingham	80,361	102,647	103,604	80,361	102,647	102,230
City of Dearborn	86,593	86,593	86,593			
City of Dearborn Heights						55,000
City of Farmington Hills				71,774	66,953	76,597
City of Ferndale	55,000	65,000	60,600	50,025	65,650	65,650
City of Livonia				82,826	97,552	97,552
City of Novi	75,689	98,396	92,347	75,689	98,396	87,000
City of Romulus				84,000	86,000	86,000
City of Royal Oak	83,416	93,425	83,417	84,441	94,450	92,250
City of Southfield	82,757	111,719	99,750	67,015	88,306	
City of Southgate						66,078
City of Sterling Heights	79,074	108,931	91,537	84,450	116,335	116,335
City of Westland	69,620	99,404	99,404			
TOTALS - Mean	73,744	92,235	83,960	71,150	85,949	82,399
TOTALS - Median	78,260	98,396	85,005	71,774	86,000	86,000

Recommendation

Planning Range
Building Official

65,000 - 72,0000 - Most of the wages were listed as Director level and our position would be one step under a director.
78,000 - 83,000

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Karen Lovejoy Roe, Clerk
From: Michael Radzik, OCS Director
Re: **Request to amend the Carlisle Wortman Associates professional services contract to include administrative services to complete implementation of the Multifamily Inspection Program; the proposal is funded within the current Building Dept Fund 249 budget.**
Copy: McLain & Winters
Date: August 10, 2017

The unexpected resignation of the Chief Building Official on July 28, 2017 has negatively impacted the timeline for full implementation of the multifamily and mobile home inspection program. In an effort to minimize the impact and complete implementation, I respectfully request authorization to engage professional services until the Chief Building Official position is filled. This request will be supported using available funds in the Building Department budget designated for Chief Building Official compensation.

The Property Maintenance ordinance was amended on September 20, 2016 to include registration and biannual inspection of approximately 8,000 multifamily and mobile home rental units. The Chief Building Official was tasked with organizing and implementing the expanded program. To date, the registration of properties has been completed, and BS&A software programming of about 8,000 new sub-address records has been completed. No inspections have occurred yet, except for two apartment buildings in response to specific requests. Full implementation has taken longer than expected and further delay is unacceptable.

At my request after consultation about our specific needs, the Code Enforcement Services division of Carlisle Wortman Associates has proposed to complete implementation of the program within a 45 day time period at a cost of \$11,760 and will deliver a specific scope of services outlined in the enclosed proposal. Excess time for discretionary additional services would be billed at hourly rates. The goal is to hand over a turnkey program to the next Chief Building Official. Professional services will be paid using Building Department funds already budgeted during the interim position vacancy. No budget amendment is requested.

Please place this item on the next available Board of Trustees meeting agenda for consideration. Thank you.



Carlisle | Wortman
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

August 8, 2017

Charter Township of Ypsilanti
Michael Radzik, Director
Office of Community Standards
7200 S. Huron River Drive
Ypsilanti, MI 48197

Re: Proposal to Implement a Process to Facilitate Residential Multi-Unit Inspections

Dear Michael:

We are pleased to submit a proposal to assist the Township with establishing procedures and processes for your proposed residential multi-unit inspection program and assist in its administration. We understand that the Township currently inspects single family rental homes on a bi-annual basis and desires to expand the process to include all rental units within apartment complexes and mobile home parks. We have attempted to describe a scope of services and fee arrangement based upon the information we know at this time.

The following describes our proposal of services:

Administration/Program Development

Craig Strong, Director of Code Enforcement Services, will oversee the development and implementation process. It is anticipated that further minimal assistance from one of our administrative assistants will be needed to train your admin staff as it relates to the multi-units using BS & A software. This person currently oversees a multi-unit inspection program in one of our communities. Administration will be performed on a retainer basis. We have built in approximately 16 hours/week, or 96 hours for the first 45 days, to set up the program. An additional 24 hours for the first 30 days is anticipated for admin training. Craig's time may be a combination of time in your office or ours. However, Craig will be available by phone any time during business hours. After the "Set up" period (45 days), and after the inspection process has begun, we propose an additional 180 days for Craig to monitor progress and make any adjustments necessary moving forward. We anticipate 4 hours per week or 16 hours/month.

(Optional): We will provide an Act 54 Building Inspector to visit each apartment complex to access the exterior of the buildings and overall condition of the grounds/out-buildings for the purpose

of establishing a priority list from poorest conditions to best. The Township may choose to provide your own inspector but we recommend that it be the same person.

We have had substantial experience in structuring an approach which is efficient and cost effective for the community.

Specifically, we will provide the following services during the 45 day "Set Up" period:

1. Review current admin procedures, property registration forms, and tailor necessary changes needed for the multi-unit process.
2. Provide administrative staff training for multi-unit inspections as it relates to BS & A.
3. Review and physically visit the Townships multi-unit inventory and prioritize the complexes and mobile home parks based on their condition from poorest to best. We recommend starting the inspection process with the poorest inventory. (Twp may provide this service using their own inspector)
4. Provide classroom and on-site training to all inspectors participating. Develop an inspection checklist based on your adopted International Property Maintenance Code and with input from the inspectors. It is most imperative that all inspectors be uniform in enforcing the inspection checklist to limit complaints.
5. Schedule and invite all property owners/managers to participate in a meeting where the Checklist will be made available and to hear and consider their input.
6. Establish a two year inspection schedule based on inspectors availability and prioritize per item 3 above.
7. Review the Townships compliance procedures when violations exist and options for remedies.
8. Develop a comprehensive monthly inspection report to keep the Township Board informed of progress.

Specifically, we will provide the following services, after the 45 day "Set Up" period, for an additional 180 days, or as long as the Township requests our services:

1. Perform ride-a-long spot inspections with inspectors to ensure uniformity per the checklist.
2. Adjust procedures accordingly to ensure efficiency.
3. Work with Twp staff to review violations and track their progress towards compliance.
4. Perform additional tasks assigned by the Director as it relates to the multi-unit inspection program.

Fee Proposal for first 45 days:

\$11,760 Retainer for time outlined above.

Craig - \$110 per hour for time in excess of retainer.

Admin - \$50 per hour for time in excess of retainer.

Inspector for the purpose of accessing multi-unit inventory - \$200 per complex and mobile home parks.

Fee Proposal per month after first 45 days and for an additional 180 days:

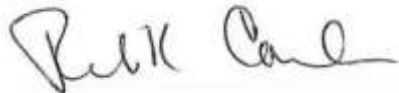
\$1,760 per month. Note: After the first 30 days Craig may assign an administrative staff person to fulfill his duties. Craig will still be available to assist when needed.

Meeting Attendance

For the attendance of Craig outside normal business hours the Township will be billed at a rate of \$110 per hour.

I hope our proposal is acceptable. Please let me know if you have any questions.

Yours truly,



Richard K. Carlisle
President

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Karen Lovejoy Roe, Clerk
From: Mike Radzik, OCS Director
Re: **Request to authorize litigation (if necessary) to abate a property maintenance public nuisance located at 2374 Ravinewood; funding is available in Nuisance Abatement Legal Services account 101-950.000-801.023 in an amount of \$10,000.**
Copy: McLain & Winters
Date: August 9, 2017

The Office of Community Standards has completed an investigation of a public nuisance at the following location and requests authorization to engage in legal action to abate the nuisance if necessary.

2374 Ravinewood Ave

This single family home in the West Willow neighborhood is currently owned by U.S. Bank National Association of Salt Lake City, Utah. The bank acquired ownership of the property on August 11, 2016 as a result of a sheriff's mortgage foreclosure sale. OCS staff continuously inspected the property since the sheriff's sale and determined that it remained occupied until approximately April 5, 2017. At that time, OCS contacted U.S. Bank and the bank's property management consultant, Safeguard Properties, registered the vacant building. For unknown reasons, neither U.S. Bank nor Safeguard Properties showed up for a scheduled building inspection on May 24, 2017. OCS staff subsequently applied for an administrative warrant to inspect the property, which occurred on May 25, 2017. As a result of the inspection, the certificate of occupancy was revoked for a variety of building code and property maintenance code violations. To our knowledge, no effort has been made by the bank to correct the violations or return the property to occupancy.

Thank you for your consideration.

Please contact me with questions or concerns.

Regards,

Michael J. Radzik

Director, Office of Community Standards



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



Charter Township of Ypsilanti

Assessor's Office

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 487-4927
Fax: (734) 484-5159

Date: August 3, 2017

To: Ypsilanti Township Board

From: Brian McCleery,
Assistant Assessor

Subject: Agenda Item to Authorize negotiations to sell Township owned property.

August 15 Work Session

Part of K-11-14-403-008 – Lot 1233- Outer Ln

I am requesting approval to enter into negotiations to sell Lot 1233 of Watsonia Park Subdivision. The above parcel contains lot 1233 as well as several other lots that are not contiguous to lot 1233. The above parcel is currently owned by Ypsilanti Township.

This parcel has been identified by our office as a property to sell. Mr. Leonard Sanders, an adjacent property owner to lot 1233, has recently contacted my office indicating that he would like to purchase the lot in order to add to his parcel in order to clean up the property and build a garage. The other lots in this parcel will not be offered for sale at this time. Separate requests will be made to the Township Board requesting permission to sell the remaining lots at a future date.

I am requesting permission to contact the Mr. Sanders and negotiate the sale of lot 1233. Once an agreement has been reached, I will come back to the Board for final approval.

Lot 1233 is a platted lot with an overall dimensions of 40' x 145'. If sold to Mr. Sanders, the sales agreement would stipulate that lot 1233 will be combined with the parcel that Mr. Sanders currently owns and that the properties would not become rental.

Attached you will find aerial photograph maps and a record card of the parcel.

RAVINEWOOD AVE

STATE

EMERSON LN

OUTER LN

I-94

COOLIDGE



OUTLET "A"

RAVINEWOOD AVE

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120

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EMERSON LN

OUTER LN

1-94

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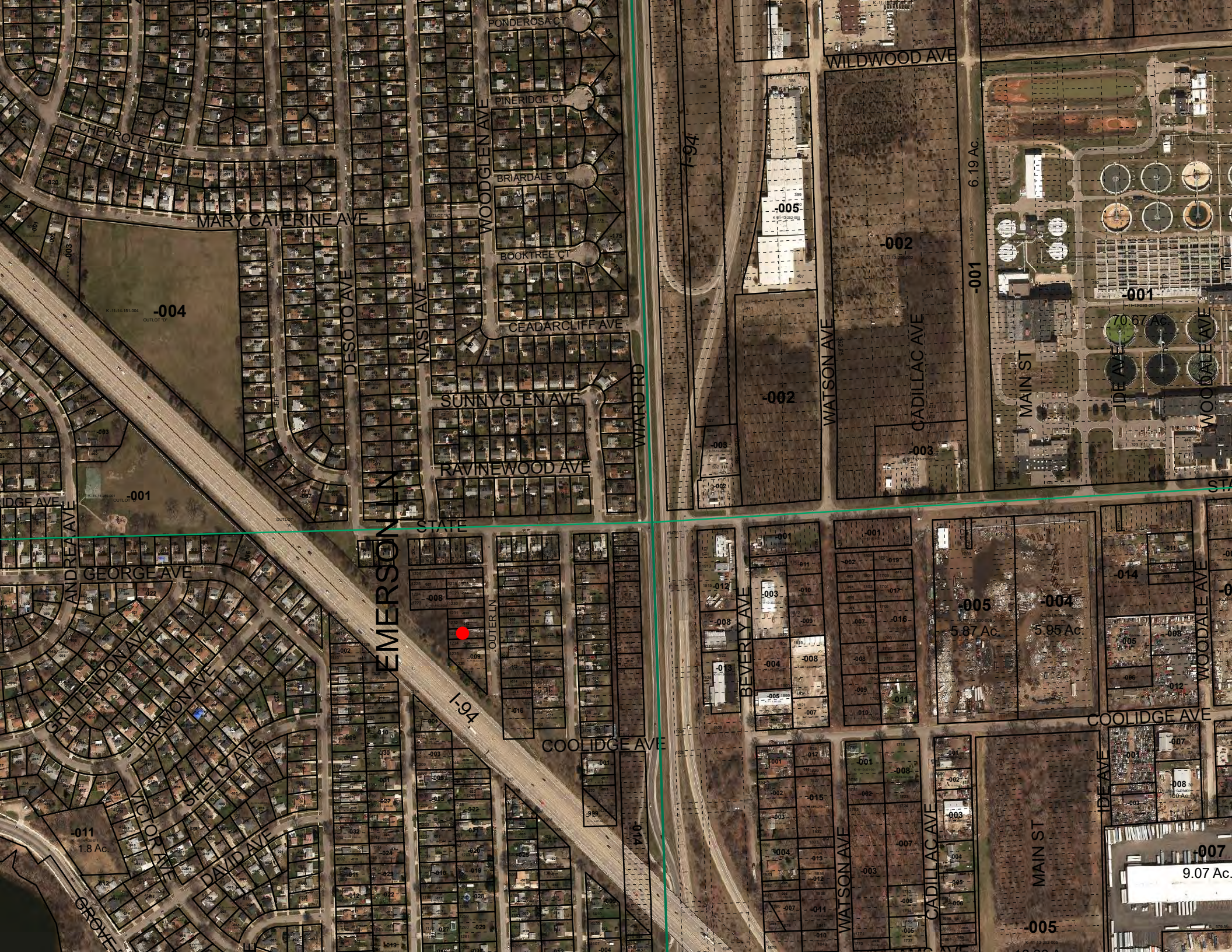
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MARY CATHERINE AVE

SUNNY GLEN AVE

RAVINEWOOD AVE

EMERSON LN

STATE

I-94

COOLIDGE AVE

WILDWOOD AVE

WATSON AVE

CADILLAC AVE

MAIN ST

COOLIDGE AVE

MAIN ST

WOODDALE AVE

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9.07 Ac.

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6.19 Ac.

70.67 Ac.

5.87 Ac.

5.95 Ac.

CHEVROLE AVE

STUD

WOODGLEN AVE

PONDEROSA CT

PINERIDGE CT

BRIARDALE CT

BOOKTREE CT

CEADARCLIFF AVE

WARD RD

I-94

I-94

ANDREA AVE

GEORGE AVE

GRYFFINDOR AVE

HARMON AVE

VICTOR AVE

STYLLA AVE

DAVID AVE

GROVE

OUTER LN

BEVERLY AVE

WATSON AVE

CADILLAC AVE

DE AVE

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



Charter Township of Ypsilanti

Recreation Department/
Community Center

2025 East Clark Road
Ypsilanti, MI 48198
Phone: (734) 544-3807
Fax: (734) 544-3888
50 & Beyond: (734) 544-3838
www.ytown.org

Memorandum

TO: Ypsilanti Township Board of Trustees
FROM: Angie Verges, Recreation Services Manager
DATE: August 3, 2017
RE: Board Agenda Item: Contract renewal with Washtenaw Community College

The Recreation Department collaborated with Washtenaw Community College (WCC) last year, beginning fall 2016, to offer ESL and GED classes at the Ypsilanti Township Community Center. We would like to continue this partnership. Attached is the contract from WCC to continue offering classes at our facility for the 2017-2018 school year.

The only change to the contract is the request to use an additional classroom. This will also result in an increase to the payment we receive.

Please place this item on the August 15, 2017 Township Board meeting agenda for review/approval. I will be available at the board meeting to answer any questions.

WASHTENAW COMMUNITY COLLEGE & YPSILANTI TOWNSHIP COMMUNITY CENTER AGREEMENT FOR EXTENSION CENTER OFFERINGS

This agreement is made by and between **Washtenaw Community College**, hereinafter called the **College** and the Charter Township of Ypsilanti Community Center, Ypsilanti, Michigan hereinafter called the **Center**.

The College and the Center desire to be partners in providing college programs to the residents of the College service area, in particular, Ypsilanti Township, thereby giving added dimension to the programs and services already available to the people of the community, with input from the Center staff and other community leaders. The Center desires to make this program available to the people of the College service area and Ypsilanti Township area by providing facilities and support for said college programs; therefore, it is deemed advisable to establish certain rules, regulations, and financial determinations so that the respective roles of the College and the Center can be delineated for the accomplishment of these purposes.

Therefore, be it mutually agreed in considerations of the promises to each other as follows:

The College agrees:

- To provide all instructional personnel and direct administrative services necessary for conducting quality educational programs.
- To provide classroom and technical equipment necessary to conduct classes.
- To promote enrollment for the college courses by providing appropriate publicity through local media.
- To schedule college courses at those times, days and evenings, in compliance to a mutually agreed upon calendar. A calendar of course dates and times must be arranged through the Center's Director prior to the start of each new class session.
- To make adequate prior arrangements and communications for course time and date changes due to unforeseen circumstances.
- To follow reasonable practices relating to the proper use and care of the Center properties and facilities.
- To conclude all classes no later than 8:00 p.m.
- To adhere to the current applicable Center's Rules and Regulations as stated in the following:
 - Smoking, the use of any alcoholic beverage and/or drug, other than those expressly prescribed by a physician for medical purposes, is prohibited.
 - The use of open flames, such as lighted candles, are strictly prohibited.
 - Any form of gambling or game of chance, unless expressly permitted by law and subject to the approval and issuance of special permits is prohibited on the premises.

- A Building Attendant and/or Custodian will be on duty during all hours of building operation and groups must guarantee responsiveness to the directives of all department staff. Accidents and damage, no matter how trivial must be reported to Department staff immediately.
- Property of the Community Center shall not be removed from the facility at any time.
- Groups shall not use, remove or disturb any supplies, bulletin boards or any other items in the Community Center. Some items may be moved or placed out of sight with advanced Department approval and must be returned to the original location at completion of use.
- Groups shall be restricted to the room(s) assigned, except for use of restrooms and common areas. Use of facilities outside the building is restricted to the parking facilities unless granted prior Department approval.
- Placement of posters, banners, decorations, etc. may be permitted upon prior Department approval.
- The Community Center is not responsible for equipment or supplies brought in by groups, but will work collaboratively with the College to ensure safety and security of the rented space.
- The Charter Township of Ypsilanti assumes no responsibility, financial or otherwise, for accidents or injuries sustained by individual or groups of individuals while using the facilities.
- The Charter Township of Ypsilanti assumes no responsibility for damage or theft of personal items.
- The Township & organization using township buildings shall refrain from using Styrofoam products for use in Township Building (Charter Township of Ypsilanti Resolution 89-16)

The Center agrees:

- To provide a suitable classroom (Room 103) and access to additional classroom space in (Room 102) for a minimum of 8 hrs per week scheduled by the College at the Center based on a mutually agreed upon calendar.
- To allow persons to register for the college courses in accordance with the College's non-discrimination, Open Door Policy.
- To provide an on-site employee for the purpose of opening and closing the buildings and classrooms where College classes are conducted.
- To provide custodial and maintenance services for the facilities and grounds used by the College programs.
- To make classrooms physically accessible to the students and to see that the classrooms are kept open for College classes in a timely manner.
- To provide security and safety arrangements for college faculty and students similar to those provided to the employees and participants of the Center.

- In addition to the mutually agreed upon calendar that recognizes the Center's furloughs and planned closures, on certain school days, the Center may be closed due to inclement weather. On these days, College classes may not meet.

General Provisions:

- For the duration of this contract, this agreement covers use of the permanent space (Room 103) and the use of (Room 102) for a minimum of 8 hours each week for College classes; orientation, entry assessment, advising, counseling sessions, and staff professional development. Courses will generally be conducted between 9:00am-8:00pm, Monday-Thursday based upon the mutually agreed calendar.
- It shall be the individual responsibility of each of the parties to carry and maintain its own insurance of public liability and property damage.
- The Center and the College further agree to negotiate any changes that may be deemed necessary as a result of changed circumstances and to amend the contract through mutual agreement at any time during the said contract period.
- The School and the College agree to be bound by the provisions of this operating agreement for the period Sept. 1, 2017 through June 30, 2018 for the total sum of \$16,000.00 derived from the 2017-18 Adult Transitions/Washtenaw Intermediate School District (WISD) Grant Budget. The total sum will be paid in two equal installments of \$8000 by October 22, 2017 and January 31, 2018 and will be made payable to the Charter Township of Ypsilanti.

Responsible College Administrator Bonnie Truhn, Adult Transitions Manager
 College Area/Office Adult Basic Education FOAPAL:

 William L. Johnson
 WCC Vice President & Chief Financial Officer

 Date

 Township Supervisor/Designee
 Charter Township of Ypsilanti

 Date



Office (734) 544-4225
Fire Chief (734) 544-4110
Fire Marshal (734) 544-4107
Fax (734) 544-4195

FIRE DEPARTMENT
222 SOUTH FORD BOULEVARD
YPSILANTI, MICHIGAN 48198-6067

MEMORANDUM

To: Charter Township of Ypsilanti Trustees

From: Fire Chief Eric Copeland

Date: August 7, 2017

Subject: Authorization to place surplus equipment (see attachment A) in public auction at Chelsea Fairgrounds on Saturday, September 23, 2017 and to dispose of unsold equipment in an environmentally friendly manner

Attached you will find a listing of surplus equipment that is stored at the Fire Headquarters station on Ford Blvd. In order to dispose of this obsolete equipment and to provide more space in the basement and garage areas I am requesting Board authorization to place listed items in the Chelsea public auction.

For any questions about the equipment, please contact Fire Chief Eric Copeland (734) 368-6769, or Lt. Jerry Hamilton at (734) 368-5342. Also pictures are available.

Thank you,

ERC;

ATTACHMENT A

Items listed for upcoming auction / sale:

- 12 **Portable lights**
- 3 **Center consoles**
- 2 **Hydraulic combi tools and brackets**
- 1 **Cutter tool and bracket**
- 3 **Hydraulic motors & hydraulic lines for tools**
- 6 **Foam inductors**
- 2 **Generators (gasoline)**
- 1 **Cabinet**
- 5 **Pistol safes (used to hold keys)**
- 2 **Typewriters**
- 4 **Walk behind mower**
- 1 **Tractor riding mower**

ISI Air packs (25+), ISI Bottles (30+) ISI R.I.T. bags (3+)

Various items:

- **Various weed whips**
- **Car door lock out kits**
- **Broken/obsolete nozzles**
- **Various hand tools**
- **3 – boxes of obsolete hand lights**
- **Obsolete Air pack (SCBA) brackets & parts**
- **Electrical cord reels**
- **Wood cribbing**
- **Tool trays off old Rescue truck**
- **Parts from old vehicles – Fire Marshal, Utility**
- **ISI Air packs (25), bottles (30+) and RIT bags (4)**
- **Old radio equipment (VHF)**

McLAIN & WINTERS

ATTORNEYS AND COUNSELORS AT LAW

61 N. HURON
YPSILANTI, MICHIGAN 48197
(734) 481-1120

DENNIS O. McLAIN
WM. DOUGLAS WINTERS
ANGELA B. KING

FAX (734) 481-8909
[E-MAIL: mcwinlaw@gmail.com](mailto:mcwinlaw@gmail.com)

August 3, 2017

Brenda L. Stumbo, Supervisor
Karen Lovejoy Roe, Clerk
Larry J. Doe, Treasurer
Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197

Communications Site Lease Agreement (Ground)

Site #1: SBA Lease - Site #MI40154-T – 7200 S. Huron River Drive
Site #2: SBA Lease - Site #M140153-A – 9075 S. Huron River Drive
(Ford Lake Park)

- RE: 1. Letter to SBA Consultant Connie Rim Confirming Our Telephone Conversations This Afternoon Wherein I Acknowledged the Receipt of Her Email Dated August 3, 2017 Wherein SBA Proposed a Lump Sum Payment of \$740,000 (\$370,000 for the Cell Tower Located at 7200 S. Huron River Drive and \$370,000 for the Cell Tower Located at 9075 S. Huron River Drive) Which If Accepted by the Ypsilanti Township Board of Trustees will Result in a Fifty Year Maximum Term Communications Easement Being Entered Into Between SBA and Ypsilanti Township**
- 2. Recommendation that the Ypsilanti Township Board of Trustees Accept SBA's Lump Sum Proposal for the Two Aforementioned Cell Tower Locations Which, if Approved by the Township Board at Its August 15, 2017 Meeting, Will Result in the Execution of the Required "Option Agreement" During the Time Period the Final Documents are Being Drafted**
- 3. Confirmation to Lease Consultant Rim that Upon Execution of the "Option Agreement" (if Authorized by the Township Board) and the Completion of the "Due Diligence" Investigation by SBA it is the Parties' Intent that this Closing Occur Prior to December 31, 2017**

Township Board
Re: Cell Tower Leases
August 3, 2017
Page 2

Dear Board Members:

As a follow up to my recent letters regarding the ongoing negotiations with SBA Lease Consultant Connie Rim for a "**Lump Sum Payment**" for the cell towers located at 7200 S. Huron River Drive (Township Civic Center) and 9075 S. Huron River Drive (Ford Lake Park) in exchange for a "**50 Year Maximum Term Communications Easement**," please find enclosed a copy of an email I received earlier today from Consultant Rim. As set forth in her email, while SBA is not interested in pursuing negotiations for the cell tower located at 2801 Holmes Road (inasmuch as this cell tower is owned by Crown Castle who also has a "**Right of First Refusal**"), SBA has submitted an offer for the other two aforementioned locations.

As stated by Consultant Rim, SBA is willing to remit to the Township the "**...maximum pricing (with any prepaid rent being prorated from the day of closing) for each site is three hundred seventy thousand and no/dollars (\$370,000). Total amount combined being \$740,000 and no/dollars.**" As you may recollect, SBA's initial offer for the cell tower lease located at 7200 S. Huron River Drive was **\$330,200** or **\$660,000** for both locations (i.e. Civic Center and Ford Lake Park). After reviewing the Township's lease agreements, our office submitted a counter-proposal per cell tower (for the Civic Center and Ford Lake Park) in the amount of **\$432,519.00** or **\$865,038.00** for both.

That being said, this proposal received from Lease Consultant Rim is **\$80,000** more than originally offered by SBA and approximately **\$104,000** less than the Township's demand. I have attached for your convenience copies of the annual "**Cell Tower Lease Payments**" which commenced in 2006 for each of the aforementioned locations. As you can see from the "**Lease Payment Schedule**," from 2006 through 2017 the Township has received **\$238,403.08** for each cell tower. Thus, the offer of **\$370,000** per cell tower is approximately 14 ½ - 15 years of future payments and, as such, I believe it would be in the Township's best financial interests to accept the lump sum payment of **\$740,000**.

By way of comparison, we were able to enter into a similar agreement with SBA for the cell tower located at I-94/Cadillac last year for the sum of **\$332,951.00**. Thus, this lump sum offer for the Civic Center and Ford Lake locations (if accepted) in combination with the lump sum payment received last year for I-94/Cadillac would bring a grand total of **\$1,072.591** that the Township has received for these cell towers. Again, this **\$1,072.591** is "**over and above**" what

Township Board
Re: Cell Tower Leases
August 3, 2017
Page 3

has already received by the Township in the way of annual payments during the last eleven years.

Furthermore, it would also be my recommendation that if SBA's "**Lump Sum Proposal**" in the amount of **\$740,000** is accepted by the Township that these funds be designated for the payment of the remaining indebtedness of the Seaver Farm Bonds which, as of this date, is approximately **\$720,000** (principal) with approximately **\$33,000** owing for interest and other costs which would total somewhere near **\$750,000**. It was certainly my hope and intent that these negotiations would result in a "**Lump Sum Payment**" that would, for all practicable purposes, pay off the remaining indebtedness of the Seaver Farm Bonds and I believe that goal has been accomplished.

As set forth in my previous letter dated **July 24, 2017**, during a recent conversation with Accounting Director Javonna Neel she advised that the Township will be required to remit a principal payment to the bondholders for the Seaver Farm indebtedness in 2018 in the amount of **\$510,000**. The remaining **\$240,000** would then be remitted in 2019. However, as previously discussed, these funds would have to be transferred from the Township's "**General Fund**" and with the cost savings the Township will net from paying off the bonds earlier than scheduled, the **\$740,000** will pretty much pay off this remaining indebtedness. Obviously this would be of great benefit to the Township and its taxpayers since we would now be in a position to own the Seaver Farm property free and clear and not be under any financial pressure to sell any portion of the Seaver Farm to pay off any looming indebtedness. That decision is up to the Township Board but given the ongoing development of ACM, I believe all of us anticipate a heightened interest in the Seaver Farm once ACM is "**up and running**."

I have attached for your files a copy of the letter addressed to Connie Rim confirming our conversations today and likewise confirming that if this proposal is accepted by the Township Board of Trustees at its **August 15** meeting that I will also request that Supervisor Brenda L. Stumbo and Clerk Karen Lovejoy Roe be authorized to execute the "**Option Agreement**." The execution of the Option Agreement by the parties will commence the "**Due Diligence**" investigation that will be performed by SBA and will include title work, surveys, environmental investigation, etc., all of which will be done at SBA's expense. In addition, I also confirmed with Lease Consultant Rim that assuming there are no problems during the course of the due diligence investigation, that this closing should occur within 90 days thereafter and by all means should be completed before **December 31** of this year.

Township Board
Re: Cell Tower Leases
August 3, 2017
Page 4

Once you have had an opportunity to review this correspondence and attachments, if you have any questions or I can be of further assistance, please contact me.

Very truly yours,

A handwritten signature in blue ink that reads "Wm. Douglas Winters". The signature is written in a cursive style and is centered below the closing text.

Wm. Douglas Winters

js/enc.

cc: Trustees
Mike Radzik
Linda Gosselin
Brian McCleery
Javonna Neel
Dennis O. McLain



August 4, 2017

VIA EMAIL

Township of Ypsilanti
Attn: Doug Winters
7200 S. Huron River Drive
Ypsilanti, MI 48197
(734) 481-1120
mcwinlaw@gmail.com

Re: Easement Agreement / Site ID: MI40154-T Site Name: Ypsilanti Township Offices

Dear Ground Owner:

SBA Monarch Towers I, LLC, a Delaware limited liability company, or an affiliate (“SBA”), proposes that it be granted the option to enter into an exclusive, term communications easement with the Township of Ypsilanti (“Owner”) over real property currently leased by SBA from Owner (“Property”) together with an assignment of the corresponding ground lease pursuant to an agreement in recordable form provided by SBA (“Easement”). A sample form Easement is attached hereto as **Exhibit “A”**. SBA proposes the following terms applicable to this transaction, in addition to the Easement:

Option Payment: Within 14 days after full execution of this option agreement (“Agreement”), SBA will pay the Owner the sum of One-Hundred Dollars (\$100.00).

Option Period: SBA shall have a period of seventy-five (75) days from full execution of this Agreement to inspect the Property and contact governmental authorities regarding the Easement (“Option Period”). If SBA elects not to exercise the option, it will send Owner notice of termination prior to the expiration of the Option Period. If notice is not sent prior to the expiration of the Option Period, SBA shall deliver the Easement and other documents necessary for closing (“Closing Documents”) within fourteen (14) days of the expiration of the Option Period.

Purchase Price: One-time payment in the sum of Three Hundred Seventy Thousand and No/100 Dollars (\$370,000.00), less any payments made to Owner in advance for ground rent or other rent (“Purchase Price”) attributable to any period subsequent to the closing date. Upon the payment of the Purchase Price, a communication easement agreement for a 50-year term will be executed and the rent for the balance of the 50-year term shall end. Accordingly, no additional consideration shall be due during the term of the Easement.

Closing: Owner shall execute and deliver to SBA the executed Easement and other Closing Documents, including, but not limited to, an owner’s affidavit, closing statement and documents required by SBA’s title company to issue an owner’s title policy in favor of SBA insuring the exclusive Easement within seven (7) days of receipt.

SBA will deliver Owner's closing proceeds, within two (2) business days following full execution of the Closing Documents by check or wire transfer ("Closing") in accordance with written instructions provided by Owner. The Closing will occur as soon as the conditions set forth on **Exhibit "B"** hereto are satisfied to SBA's satisfaction.

Confidentiality: Owner acknowledges that the terms expressed in this Agreement are confidential, and agrees not to disclose any information regarding this transaction, whether written or oral, to any third party without SBA's written consent. From the date of this Agreement until Closing, Owner agrees not to directly or indirectly solicit, initiate or encourage offers or proposals for the sale of the Property in whole or in part.

Cooperation: Owner will cooperate with SBA in obtaining any consents or approvals from governmental authorities necessary to effectuate and create the Easement.

By executing this Agreement below, Owner agrees to each of its terms and the terms of **Exhibit "A"**. Owner represents that it is the fee simple owner of the Property, with full authority to enter into this Agreement, the assignment at closing to SBA of the landlord's interest in the existing ground lease, and the Easement. This Agreement will be binding upon, and will inure to the benefit of, the Owner, SBA, and their respective successors and assigns. In the event of a breach of this Agreement, in addition to other remedies, the parties are entitled to seek damages including, but not limited to, costs incurred for investigations and inspections done relating to this Agreement. The effective date of this Agreement (and the Option Period shall begin) on the last date this Agreement is executed by the parties. Owner shall deliver the executed Agreement by (1) overnight courier or U.S. mail at the address below, (2) by facsimile to 561-322-2893, or (3) electronic mail to landinfo@sbsite.com. If Owner does not accept the terms of this Agreement within forty (40) days of its date, it shall terminate and shall be of no further force or effect.

We appreciate your cooperation and attention to this matter. If you have any questions, please feel free to call Stephen Davis at 800-799-4722 x 7534.

Sincerely,

SBA Monarch Towers I, LLC

By: _____
Martin Aljovin
Vice President, Asset Optimization
Date: _____

OWNER AGREES TO THE TERMS OF THIS AGREEMENT:

Township of Ypsilanti

By: _____
Print Name: _____
Title: _____
Date: _____



August 4, 2017

VIA OVERNIGHT DELIVERY

Township of Ypsilanti
Attn: Doug Winters
7200 S. Huron River Drive
Ypsilanti, MI 48179
(734) 481-1120
mcwinlaw@gmail.com

Re: Easement Agreement / Site ID: MI40153-T Site Name: Ford Lake Park

Dear Ground Owner:

SBA Monarch Towers I, LLC, a Delaware limited liability company, or an affiliate (“SBA”), proposes that it be granted the option to enter into an exclusive, term communications easement with the Township of Ypsilanti (“Owner”) over real property currently leased by SBA from Owner (“Property”) together with an assignment of the corresponding ground lease pursuant to an agreement in recordable form provided by SBA (“Easement”). A sample form Easement is attached hereto as **Exhibit “A”**. SBA proposes the following terms applicable to this transaction, in addition to the Easement:

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We appreciate your cooperation and attention to this matter. If you have any questions, please feel free to call Stephen Davis at 800-799-4722 x 7534.

Sincerely,

SBA Monarch Towers I, LLC

By: _____
Martin Aljovin
Vice President, Asset Optimization
Date: _____

OWNER AGREES TO THE TERMS OF THIS AGREEMENT:

Township of Ypsilanti

By: _____
Print Name: _____
Title: _____
Date: _____

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



Charter Township of Ypsilanti

Clerk's Office

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

MEMORANDUM

To: Ypsilanti Township Board of Trustees

From: Karen Lovejoy Roe, Clerk *KJR*

Date: August 8, 2017

Subject: ***Request to Set Public Hearing Date of Tuesday, September 19, 2017 at approximately 7:00pm and 7:15pm – Creation of Two (2) Special Assessment Districts for the Manors at Creekside Village***

As part of the development agreement between Lombardo and Ypsilanti Township, neighborhood security cameras are being required at each entrance to the subdivision. In order to accomplish this, DTE must install poles/lighting at each entrance. The developer has agreed to pay the installation costs for the poles, lighting and cameras. Two special assessment districts will need to be created, one for the operation of the lighting and one for the maintenance and operation of the cameras.

The request is to set two public hearings:

- A. Request to Set Public Hearing Date of Tuesday September 19, 2017 at approximately 7:00pm – Creation of a Neighborhood Streetlight Special Assessment District for Manors at Creekside Village.
- B. Request to Set Public Hearing Date of Tuesday September 19, 2017 at approximately 7:15pm – Creation of a Neighborhood Camera Special Assessment District for Manors at Creekside Village.

Our normal legal process will be followed for this request.

Should you have any questions, please contact my office.

lrg

cc: Files

AUTHORIZATIONS AND BIDS

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



Charter Township of Ypsilanti
Hydro Station

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 544.3690
Fax: (734) 544.3626

www.ytown.org

MEMORANDUM

TO: Board of Trustees

FROM: Michael Saranen, Hydro Operations

DATE: August 3, 2017

RE: Request to waive financial policy and accept Utilities Instrumentation Service of Dexter, Michigan, for products and services as outlined in quote # 171034 with selected options for maintenance of the Hydro Station's transformer in the amount of \$ 24,730 to be charged to 252.252.000.930.001.

I am asking to Board to waive the Financial Policy formal bid process to reduce the time-line, in order to be ready for an October maintenance outage. DTE is planning an outage to complete their work related to our new communication system. This gives us an opportunity to complete substation work and minimize revenue losses. This work is scheduled for the week of October 2, 2017.

The primary transformer for the Hydro needs preventive maintenance and I am proposing upgrades to extend the transformer life and possibly increase generation peak by 9%. The scope of work includes:

1. Replace 1- 15' lead from low voltage side of the transformer to pothead
2. Clean transformer & pothead low voltage connection and insulators.
3. Inspect low voltage insulators for oil leak
4. Add cooling fans on transformer fins with automatic control
5. Test feeder insulation integrity from substation to powerhouse
6. Provide real-time monitoring of the transformer pressure and temperature.

Our Twp. Staff contacted three companies that have worked on the Hydro's electrical system previously. Staff reviewed quotes for completeness, timeline (ordering parts- 4 to 6 weeks lead-time) and price with selected options. I am recommending UIS because they fulfilled the scope of work requested. High Voltage Maintenance did not address all item of the request. Power Plus Engineering did not supply a quote.

UIS	\$ 24,730
High Voltage Maintenance	\$ 15,367 (did not meet work scope)
Power Plus Engineering	(not quote provided)

I am asking the Board of Trustees to waive the Financial Policy Twp. and accept UIS quote to provide products and services in the amount of \$ 24,730 to be charged to line item 252.252.000.930.001.

I have included UIS's General Liability Certificate naming the Twp., as additionally insured. The remaining certificates (auto and workers comp) will be obtained prior to issuing PO.

Please place this item on the August 15 Board Meeting agenda under New Business.

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



**Charter Township of Ypsilanti
Hydro Station**

**7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 544.3690
Fax: (734) 544.3626**

www.ytown.org

MEMORANDUM

TO: Electrical Service Companies
FROM: Michael Saranen, Hydro Operations
DATE: June 27, 2017
RE: RFQ – substation maintenance

Charter Township of Ypsilanti owner and operator a small hydroelectric dam. At this time, the Twp. is gathering prices for maintenance items associated the substation.

Work identified as preventative is extend transformer service life.

1. Replace 1- 15' lead from low voltage side of the transformer to pothead
2. Clean transformer & pothead low voltage connection and insulators.
3. Inspect low voltage insulators for oil leak
4. Add cooling fans on transformer fins with automatic control
5. Test feeder insulation integrity from substation to powerhouse
6. Real-time monitoring of the transformer pressure and temperature.

Contact Michael Saranen with your questions and/or to schedule site visit.

Submit quote to Michael Saranen by email: msarane@ytown.org
Deadline July 19, 2017 at 1 pm.

Outage scheduled during October 2017.

Insurance information may be requested and conform to Twp. requirements.

Providing a quote does not agree any work, Twp. has the right to reject any or all quotes.



Date July 19, 2017	To: Mr. Michael Saranen Ypsilanti Charter Township 7200 South Huron Drive Ypsilanti, MI 48197
Description Ford Lake Jyro Transformer Upgrade	
Quote # 171034	
Estimator Ed Dreffs Email ed.dreffs@uiscorp.com	

Scope of Work	Cost
<ol style="list-style-type: none"> 1. Replace 1- 15' lead from low voltage side of the transformer to pothead 2. Clean transformer & pothead low voltage connection and insulators. 3. Inspect low voltage insulators for oil leak 4. Add cooling fans on transformer fins with automatic control 5. Test feeder insulation integrity from substation to powerhouse 6. Real-time monitoring of the transformer pressure and temperature. 	\$24,230.00

Options

- | | | |
|------------------------|--|------------|
| 7. Painted Rusted Spot | | \$500.00 |
| 8. Test Transformer | | \$1,055.00 |

Notes:

Due to available current for fan cooling system, UIS to furnish and install two 16" fans
 UIS is proposing a cell based system for the remote monitoring. This would have annual fees of approximatley \$300/year
 Lead time is 6-8 weeks for equipment.

Total for All Work	\$25,785.00
---------------------------	--------------------

UIS Approved by _____

Date July 19, 2017

Exclusions and Clarifications

We are a licensed Electrical Contractor with the State of Michigan, an accredited NETA Electrical Contractor, and we employ licensed electricians who are also NETA certified test technicians.

Pricing includes only the items listed above; anything not explicitly listed above is not included in our proposed scope of work.

Our quote is based on straight time during normal hours of 7:00 A.M. to 3:30 P.M., Monday through Friday.

Our price is valid for thirty (30) days, after which time Utilities Instrumentation Service, Inc. reserves the right to review and modify any and all portions of its proposal.

This proposal contains pricing and other information confidential and proprietary to Utilities Instrumentation Service, Inc. and disclosure of the contents of this letter and any attachments to persons or organizations outside of this agreement is not authorized without specific written permission from Utilities Instrumentation Service, Inc.

UIS GROUP OF COMPANIES - TERMS AND CONDITIONS

1. Offer.

These Terms and Conditions ("Terms") apply to all products and services, including without limitation, computer software program(s) provided to Purchaser under an Order Confirmation with Utilities Instrumentation Services, Inc., UIS SCADA, Inc., and/or UIS Renewable Power, Inc. (collectively, "Seller"). These Terms are incorporated into each and every Order Confirmation issued by Seller to a purchaser of such Products or Services ("Purchaser"). A confirmation or acknowledgement of an order ("Order Confirmation") will be issued to Purchaser after the Purchaser has submitted an order to Seller. The Order Confirmation constitutes Seller's offer to the Purchaser identified in the Order Confirmation to sell the Products and/or provide the Services identified in the Order Confirmation and otherwise to enter into the agreement that the Order Confirmation and these Terms describe, and the Order Confirmation and these Terms shall be the complete and exclusive statement of such offer and agreement.

2. Acceptance.

A contract is formed when Purchaser accepts the Order Confirmation by written acknowledgement, by accepting the Products and/or Services, or other issued acceptance documents for the Products and/or Services. Acceptance is expressly limited to these Terms and the terms and conditions expressly referenced on the face of the Order Confirmation, and shall not include any terms and conditions contained in Purchaser's purchase order. Notwithstanding any contrary provision in Purchaser's purchase order or other acceptance document, delivery of Products, performance of Services or commencement of Services by Seller shall not constitute acceptance of Purchaser's terms and conditions to the extent any such terms or conditions are inconsistent with or in addition to the terms and conditions contained in the Order Confirmation.

3. Prices.

Prices for Products and/or Services shall be set forth in the Order Confirmation. Unless otherwise expressly stated in the Order Confirmation: (a) prices for Products specified in the Order Confirmation do not include storage, handling, packaging or transportation charges; and (b) prices do not include any applicable federal, state, local or foreign duties or taxes.

UIS Group of Companies
 2290 Bishop Circle East
 Dexter, MI 48130
 (734) 424-1200

Utilities Instrumentation Service
 UIS SCADA
 UIS Renewable Power



4. Payment Terms

Unless otherwise expressly stated in the Order Confirmation, all accounts are payable in U.S. currency thirty (30) days from the date of Seller's invoice. Credit and delivery of Products shall be subject to Seller's approval. The Purchaser shall pay Seller for Services performed in accordance with the rates and charges set forth in the Order Confirmation. If the Purchaser objects to any portion of an invoice, the Purchaser shall notify Seller, in writing, within fourteen (14) calendar days of invoice receipt, identify the cause of disagreement, and pay when due any portion of the invoice not in dispute. Failure to provide notification shall constitute acceptance of the invoice as submitted. If Purchaser fails to pay undisputed invoiced amounts within the thirty (30) calendar days of the invoice date, Seller may at any time, without waiving any other claim against the Purchaser (including lien rights) and without thereby incurring any liability to the Purchaser, suspend or terminate the Order Confirmation. Purchaser is prohibited from and shall not setoff against or recoup from any invoiced amounts due or to become due from Purchaser or its affiliates any amounts due or to become due to Seller or its affiliates, whether arising under the Order Confirmation, any related purchase order or under any other agreement.

5. Shipping and Delivery

All sales of Products are F.O.B. Seller's plant unless otherwise specified in the Order Confirmation. Responsibility of Seller shall cease upon delivery to and receipt of the Products by a common carrier at which point Purchaser will bear all risk of loss for the Products. Premium shipping expenses and/or other related expenses necessary to meet Purchaser's accelerated delivery schedules shall be the responsibility of Purchaser. Deliveries of orders placed by Purchaser may be changed, deferred or canceled only upon specific agreement in writing by Seller and Seller may condition such agreement upon Purchaser's assumption of liability and payment to Seller for: (a) a sum equal to the costs of work in process including costs accrued for labor and material (b) any amount for which Seller is liable by reason of commitments made by Seller to its suppliers; and (c) any other loss, cost or expense of Seller as a result of such change, deferment or cancellation.

6. Proprietary Materials

Seller shall have and retain all rights, title and interest, including all intellectual property rights, in and to all Products, Services and associated materials, including, without limitation, all related reports, specifications, designs and any other property, tangible or intangible, furnished by Seller in connection with or under the Order Confirmation or any related purchase order ("Proprietary Materials"). No Proprietary Materials created by Seller in connection with or pursuant to the Order Confirmation or any related purchase order shall be considered "works made for hire" as that term is used in connection with the U.S. Copyright Act.

7. Licenses

Seller does not grant to Purchaser any license with respect to the Products, and any such license terms with respect to the Products shall be governed solely by the licenses, if any, provided solely by the third-party manufacturers of such products.

8. Design

Seller is not responsible for the design of the Products and will not, under any circumstances, have any warranty, indemnification or other liability or obligations with respect to Products to the extent related to or arising out of the design and/or specifications for such Products. Suggestions by Seller as to design, use and suitability of the Products are made in good faith; provided, however, Buyer assumes full responsibility for accepting and/or using such suggestions.

9. Warranty

(a) Seller warrants, that at the time of delivery, the Products will conform to the specifications, if any, that are a part of the Order Confirmation. Purchaser understands and hereby expressly agrees that any claim for defective materials, defective manufacture, or any other claim with respect to the Products shall be made directly to the manufacturer of the Product and not the Seller. Seller makes no warranties, either express or implied, regarding defective materials, defective manufacture, or any other claim with respect to Products. Seller may, at its sole election, and as Purchaser's sole remedy, make an allowance, repair, or replace such quantity of the Products as shall prove to be defective, then Purchaser shall hold and make available for inspection and testing by Seller all Products claimed by Purchaser to be defective.

(b) Services provided by Seller under an Order Confirmation will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

(c) THE SELLER DISCLAIMS, AND PURCHASER HEREBY EXPRESSLY WAIVES, ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCTS AND/OR SERVICES, AND/OR THE RESULTS OBTAINED FROM THEIR USE BY PURCHASER AND/OR ITS USERS, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SPECIFICALLY, BUT NOT BY WAY OF LIMITATION, DISCLAIMS ANY AND ALL LIABILITY FOR THE USE OR PERFORMANCE OF THE SERVICES AND/OR PRODUCTS SELECTED BY THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE UNIFORM COMMERCIAL CODE AND ANY SPECIFIC STATE ADOPTIONS THEREOF SHALL NOT GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THESE TERMS OR ANY ORDER CONFIRMATION.

10. Liability Limitation

Specific performance shall not be available to Purchaser as a remedy in connection with Seller's providing of the Products and/or Services. Monetary damages against Seller shall be limited to the dollar amount charged to Purchaser for the applicable order placed by Purchaser and accepted by Seller for any of the Services and/or Products alleged to be the cause of any loss or damage, whether founded in contract, tort (including negligence), strict liability or otherwise, arising out of, or resulting from: (a) any order placed by Purchaser and accepted by Seller or Seller's performance or breach; or (b) the design, manufacture, delivery, sale, repair, replacement or use of any such Products. IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE AND COST OF CAPITAL) ARISING OUT OF OR RELATING TO THE ORDER CONFIRMATION, ANY RELATED PURCHASE ORDER, OR THE SERVICE AND/OR PRODUCTS. ANY AGREEMENT VARYING OR EXTENDING THE REMEDIES SPECIFICALLY STATED HEREIN WILL BE BINDING ON SELLER ONLY WHEN SPECIFICALLY AGREED TO IN WRITING BY SELLER AND SPECIFICALLY REFERENCING THIS SECTION.

11. Termination

In the event that Purchaser fails to perform any of its obligations stated in the Order Confirmation or any related purchase order and fails to cure such breach within ten (10) days after receipt of written notice from the Seller specifying such breach, the Seller may at its option immediately terminate the Order Confirmation and/or any related purchase orders. Upon any such termination by Seller: (a) Seller shall be relieved of any further obligation to Purchaser (including, without limitation, any obligation with respect to delivery or transition of supply); (b) Purchaser shall be liable to Seller for the immediate payment of amounts then billed to date by Seller to Purchaser; (c) Purchaser shall purchase and pay Seller immediately for all raw materials, components, work in process and finished goods acquired by Seller in connection with the Order Confirmation and/or any related purchase orders; and (d) Purchaser shall immediately reimburse Seller for all other loss, cost or expense of Seller as a result of the termination of the Order Confirmation or any related purchase order.

12. Right of Entry

If applicable, Purchaser shall provide for Seller's right to enter the property owned by the Purchaser and/or others in order for Seller to perform the Services in the Order Confirmation. The Purchaser agrees, to the fullest extent permitted by law, to indemnify and hold Seller and his or her subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from procedures associated with testing or investigative activities or discovery of hazardous materials or suspected hazardous materials on said property.

13. Excusable Delay

Seller shall not be liable for any delay or failure to perform if such delay or failure to perform is caused by circumstances beyond its reasonable control, including without limitation acts of God or public authority, riots or other public disturbances, labor disputes of any kind, power failures, failure of Purchaser to provide required information, failure of Purchaser to provide adequate containers, or the change in cost or availability of raw materials, components or services based on market conditions, supplier actions or contract disputes. During any such delay or failure to perform by Seller, Seller's obligations under the Order Confirmation and any related purchase order shall be suspended and Seller shall not have any obligation to provide Purchaser with Services from other sources or to pay or reimburse Purchaser for any additional costs to Purchaser of obtaining substitute Services.

14. Employee Solicitation

Purchaser agrees not to hire, attempt to hire, or retain as consultants or otherwise, employees and/or consultants of Seller directly or through a third-party entity during the employment or consulting period and for a period of one (1) year subsequent to the employee's and/or consultant's last day of work for Seller regardless of the circumstances surrounding employee's cause of termination of employment.

15. Indemnification

Purchaser holds harmless, indemnifies, and will defend Seller and its related or affiliated entities including their respective officers, agents and employees against any claims, liabilities, expenses, charges, or fines including attorney's fees and expenses to the extent directly or indirectly caused by Purchaser's (including those acting on behalf of Purchaser) (a) negligent acts of omissions and involving property damage or bodily injury (b) breach of the terms of the contract between the parties; or (c) violation of applicable law. This provision shall apply even if there is concurrent negligence but shall not apply to property damage or bodily injury arising solely from Seller's negligence. Liability per above is not limited by limits of workers compensation coverage.

16. Waiver

Waiver by Seller of any of the terms or conditions of the Order Confirmation shall be effective only if in writing and signed by Seller, and shall not constitute a waiver of such terms as to any subsequent events or conditions, whether similar or dissimilar. No course of dealing or custom in the trade shall constitute a modification or waiver by Seller of any right.

17. Survival

These Terms shall survive and continue in full force and effect following the expiration, cancellation or termination of an Order Confirmation and any related purchase order

18. Entire Agreement

The Order Confirmation, including these Terms and any other attachments, exhibits or supplements specifically referenced in the Order Confirmation, constitutes the entire agreement between Seller and Purchaser with respect to the matters contained in the Order Confirmation and supersedes all prior oral or written representations and agreements. Except as otherwise provided in these Terms, the Order Confirmation may only be modified by a written agreement signed by Seller.

19. Applicable Laws

Unless otherwise specified, the laws of the State of Michigan, except for its choice of laws provisions, shall govern these Terms.



ZUiS™ A

*Making Remote Terminal Units (RTUs)
affordable and expandable.*



CRUISE with HMI



Allen Bradley ML1400

ZUiS™ is a compact PLC Based Remote Terminal Unit (RTU) that delivers good value and uses only the best components to deliver reliable performance in tough SCADA environments. They come in two packages; entry ZUiS package handles the most basic functions yet it has the room & power to expand into a full feature RTU.

Features and Benefits

- Works with all forms of telemetry such as radio, cell, cable, WiFi and satellite.
- Battery status is reported to SCADA
- Long Battery Life: Uses a Lithium Polymer Battery.
- Connects to SCADA software such as **CRUISE**.

Specifications

- Optional NEMA 4 Locking Enclosure
- Operating Temperature: -4 to 140 Fahrenheit
- Connections: Ethernet 10/100 (RJ45)
- Voltage 110V AC or 24V DC
- UPS Buffer Period: +30 minutes
- 128K Memory for Data Logging
- Speaks DNP3 for high security
- Centralized Time Stamp Synchronization

ZUis™ A

Making Remote Terminal Units (RTUs) affordable and expandable.

		Model Number	
		Base Plate	NEMA 4 Enclosure
Remote Terminal Unit or Data Logger	No Telemetry	ZUis A N	ZUis A N E
	Cell Telemetry	ZUis A C	ZUis A C E
	Radio Telemetry	ZUis A R	ZUis A R E

Options Part No.	
ZUis 2A	2 AI for Level Transducer and Voltage Monitoring
ZUis 4A	4 AI for VFD and Current Monitoring Inputs
ZUis H	Add HMI to Panel Door



Other UIS Packages

ZUis™ M

For maximum Features, Power, Reliability and Cybersecurity



JUis™

Makes Alarm Management Easy (and phone lines & Auto Dialers obsolete)
Can run on batteries for years.



Option

Solar Power Pack - Can feed power to all ZUis and JUis units.



Emergency Service
24-HOUR
Troubleshooting

Learn more at www.uiscorp.com



UIS Group of Companies
2290 Bishop Circle E.
Dexter, MI 48130
Ph: (734) 424-1200 - Fax: (734) 424-0031
www.uiscorp.com





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/31/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant - Ann Arbor 24 Frank Lloyd Wright Drive, Suite J4100 Ann Arbor MI 48105	CONTACT NAME: PHONE (A/C, No, Ext): 734-741-0044	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Gemini Insurance Company		10833
INSURER B: State Auto P & C Ins Co		25127
INSURER C: Endurance American Specialty Ins Co		41718
INSURER D: CompWest Insurance Company		
INSURER E:		
INSURER F:		

INSURED UTILINS-01
 Utilities Instrumentation Service, Inc.
 UIS SCADA, Inc.; UIS Renewable Power, Inc.
 CTC Engineering, Inc.
 2290 Bishop Circle East
 Dexter MI 48130

COVERAGES

CERTIFICATE NUMBER: 974854912

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			VMGP002902	6/1/2017	6/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Deductible \$25,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP2424668	6/1/2017	6/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			ELD10007305900	6/1/2017	6/1/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WCV6144722	6/1/2017	6/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job - Ford Lake. Additional Insured for General Liability, as required by written contract - the Charter Township of Ypsilanti and its past, present, and future elected officials, appointed commissions and boards, agents and employees.

CERTIFICATE HOLDER

CANCELLATION

Charter Township of Ypsilanti Hydro Operations 7200 S. Huron River Drive Ypsilanti MI 48197	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Judith K. Wilson</i>
--	--

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Named Insured Schedule:

Utilities Instrumentation Service, Inc.

UIS SCADA, Inc.

UIS Renewable Power, Inc.

UIS Holdings, Inc.

CTC Engineering, Inc.

Proposal for Service

High Voltage Maintenance

July 10, 2017

Proposal No. **VRT-17010652**

Version No. 3

CHARTER TOWNSHIP OF YPSILANTI

Michael Saranen

Hydro Operations

734-544-3690

734-544-3626 Fax

msarane@ytown.org

Site Address:

Charter Township of Ypsilanti

7200 S. Huron River Dr.

Ypsilanti, MI 48197

July 10, 2017

Dear Michael Saranen,

Thank you for your interest in High Voltage Maintenance (HVM). We are pleased to offer the attached proposal for your consideration. HVM will furnish personnel, materials and equipment necessary to complete the project outlined in this proposal. This proposal does not include any state or local taxes that may apply.

Several factors set us apart in the industry including our unsurpassed experience, safety record, state-of-the-art training programs, and professional credentials. As a full charter member of the InterNational Electrical Testing Association (NETA), a recognized leader and ANSI standards developer for the electrical testing industry, you are assured that all testing is performed objectively according to NETA/ANSI standards.

HVM delivers the most complete solutions for electrical system reliability and safety including commissioning and startup services, acceptance and maintenance testing, engineering studies, and electrical and safety training. From testing for problems that could disable your system, to complete turnaround execution, you'll quickly understand how we are your single source solution for all your electrical reliability needs. With a network of more than 12 service locations in North America, HVM has experienced professionals when and where you need them. For more information, visit us on the web at www.hvmcorp.com.

If you have any questions regarding the attached proposal, please contact me directly at 248-305-5596. I look forward to your response and the opportunity to work together.

Respectfully Submitted,

Mark Welti
Sales Engineer

High Voltage Maintenance Corp.
24371 Catherine Industrial Dr. Suite 207
Novi, MI 48375

PHONE 248-305-5596

CELL 734-637-0311

EMAIL mark.welti@vertivco.com

1.0 PROJECT DETAILS

This service proposal is designed using industry standards to provide CHARTER TOWNSHIP OF YPSILANTI with economic and safety-related benefits. HVM will furnish personnel, materials and equipment necessary to complete the project outlined in this proposal.

2.0 QUALIFICATIONS

- 2.1 **ACCREDITATIONS / CERTIFICATIONS:** HVM is a full charter member of the InterNational Electrical Testing Association (NETA), a recognized leader and ANSI standards developer for the electrical testing industry. HVM field engineers and technicians must meet the rigorous standards of NETA to become NETA certified. Once certified, they must undergo continuing education to maintain their NETA Certification level and keep abreast of the latest technologies.
- 2.2 **PERSONNEL:** The HVM team is comprised of registered professional engineers, degreed electrical engineers, and NETA certified Level II, III, and IV technicians that are experienced in the operation and maintenance of electrical distribution systems. Resumes are available upon request.
- 2.3 **TEST EQUIPMENT AND CALIBRATION:** HVM maintains a large inventory of state-of-the-art test equipment and diagnostic software. To ensure the accuracy of the test results, all of our field test equipment and secondary standard laboratory equipment are calibrated according to NETA Maintenance Testing Specifications Section 5.3 and are traceable to the National Institute of Standards and Technology (NIST).
- 2.4 **PROPRIETARY TEST SOFTWARE:** HVM's proprietary testing software improves the speed and efficiency of the data acquisition process, saving both time and money. The intelligent forms and built-in quality control ensure the accuracy of the test data through automatic identification of test values outside of the acceptable parameters. The application also stores and organizes millions of test values for various types of electrical equipment--providing an unprecedented historical database of test values critical for trending purposes.

3.0 SAFETY

We are committed to the safety of our employees and yours. Personal safety involves the application of policies and procedures combined with the right attitude, knowledge, and tools that will help you manage risk. HVM's safety organization includes a dedicated Environmental, Health & Safety Manager at the corporate level as well as safety officers and committees at the local level. HVM's Safety Program Includes:

- Written Electrical Safety-Related Work Practices/Procedures
- Training for qualified workers
- Protective equipment and materials
- Safety Records indicating attendees of all training, re-training, shop safety meetings, and tailgate safety meetings
- Mandatory safety meetings
- Safety Compliance including *unannounced* audits of this program
- Accident investigation and reporting

4.0 SCOPE OF WORK

- 4.1 For the Maintenance Testing portion of the project scope of work, the following equipment will be tested or evaluated in accordance with the included Maintenance Testing Specifications.

Item	Qty	Device Summary
1		<u>FORD LAKE HYDRO - PRIMARY TRANSFORMER REPAIRS & TESTING</u>
1.1	3	Physical Test Location - Cable Testing MV Cables between Dam and Xfmr.
1.2		PRIMARY TRANSFORMER TESTING
1.2.1	1	Primary Substation Transformer, Rating: 34.5KV
1.3		PRIMARY TRANSFORMER REPAIRS
1.3.1	3	Install New Cooling Fans, Rating: 34.5KV Oil Therm Switch and Auto. Control Enclosure
2	3	Medium Voltage Surge Arrestor, Rating: 34.5KV (Clean, Test, Reterminate)
3	1	Primary Cable Replacement, Rating: High Voltage (Clean, Test, Reterminate)

5.0 PROJECT COST

The program specified in this proposal can be performed on a time and materials basis for the estimated sum(s) of:

Base Scope of Work - Maintenance Testing - Ypsilanti Hydro-Xfrm Fans & repairs 2017	\$ 15,367.00
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This price assumes that all work can be performed based on 10 hours per day, starting at 7 am, Weekdays Only, (excluding holidays) exclusive of taxes. Straight Time Rates will apply up to 8 hrs. Overtime Rates will apply after 8 hrs.

Any optional work scope will be billed 100% at time of completion of those services.

Unless otherwise noted above payment terms: Net 30 days from date of Seller's invoice.

6.0 GENERAL CUSTOMER RESPONSIBILITIES

In support of the project described herein, we ask that CHARTER TOWNSHIP OF YPSILANTI provide the following as applicable:

- 6.1 **EQUIPMENT ACCESS:** Convenient access to the equipment covered by the Scope of Work, and shall provide any special lifting or racking devices needed prior to start of any work by HVM.
- 6.2 **PERSONNEL:** Qualified personnel trained in arc flash protection with appropriate arc flash personal protective equipment (PPE) to gain access to energized electrical conductors and circuit parts required for HVM to perform the proposed scope of work.
- 6.3 **DOCUMENTATION:** Documents listing all protective device settings, any necessary electrical drawings and manufacturer's instruction manuals. If drawings and settings are not available, HVM can update one-line drawings and perform a coordination study for an additional fee.
- 6.4 **UTILITY OUTAGES:** Arrange and pay for any utility outages that may be required to de-energize equipment to be tested by HVM.
- 6.5 **SWITCHING:** Customer shall perform all switching required to de-energize or energize equipment associated with this project. If HVM is required to perform switching, customer must sign and submit an HVM Switching Agreement. HVM shall not perform energized switching of any electrical distribution equipment as part of this or any other Scope of Work without a signed Switching Agreement relieving HVM of any and all liability associated with such switching activity.
- 6.6 **SITE ACCESS:** Prior to start of work, provide all site specific and generic safety training and security requirements for HVM employees to perform work at customer site. Any additional training requirements not specifically listed in customer specification or Request for Proposal will be charged as an additional fee.

7.0 GENERAL CLARIFICATIONS AND ASSUMPTIONS

- 7.1 **NOTICE:** To allow the proper scheduling of both manpower and test equipment necessary to perform this work on a mutually agreeable date, please allow a minimum of four weeks advance notice prior to scheduling. Dependent upon HVM's current work load and availability, additional charges for travel labor/expenses and test equipment may be required for work that is requested to be scheduled with less than two weeks advance notice.
- 7.2 **PRICE:** The price above is based on assumption of accuracy of the electrical system data supplied to HVM by CHARTER TOWNSHIP OF YPSILANTI (e.g. single-line diagram, equipment list or other source). Any unplanned time necessitated by inaccuracies of this information due to restricted site access, deficiencies discovered or failure of CHARTER TOWNSHIP OF YPSILANTI to follow OSHA 1910 and NFPA 70E safety guidelines (e.g. safety equipment, procedures) will result in a work stoppage additionally billed on a time and material basis in accordance with our current published rates for applicable class of service.
- 7.3 **STANDBY TIME:** Any unplanned standby time necessitated by CHARTER TOWNSHIP OF YPSILANTI operating conditions will be additionally billed on a time and material basis in accordance with straight, overtime or premium rates.
- 7.4 **RETESTING / REPAIRS:** Any equipment found to be defective requiring re-tests, repairs, non-routine troubleshooting or other work not specifically listed in this proposal shall be considered additional workscope, and a chargeable fee.
- 7.5 **DELAYS / CANCELLATION:** HVM is not responsible for any delays or cancellations due to weather. It is the client's responsibility to communicate the re-scheduling of any work due to adverse weather. The client will be charged for any time incurred by HVM due to weather delays or cancellations.
- 7.6 **CORRECTIVE ACTION:** Much of the work proposed is investigative in nature and could reveal a need for corrective maintenance, replacement of parts, or even replacement of complete system elements to improve the distribution system's reliability, operation, and safety. If any defects found during this project require immediate attention, the costs incurred by HVM for these repairs will be billed additional. However, no such work will be performed without your prior approval.
- 7.7 **SCOPE CHANGES:** The price is based on the work scope at the time of quotation. Any changes in work scope that occur prior to the job acceptance will require a separate quotation and change order.
- 7.8 **PARTS:** Any parts found defective during the maintenance will be quoted separately.
- 7.9 **METHOD OF PROCEDURE:** This proposal does not include any method of procedure (MOP) development or meeting time. HVM would be pleased to offer assistance or develop any required MOP's for an additional fee.
- 7.10 **MOBILIZATION:** This proposal includes a limited amount of mobilizations that result in the most cost effective and efficient execution of the project. Any additional mobilizations, or additional trips requested by the customer will incur additional mobilization charges.
- 7.11 **TRAVEL NOTIFICATION:** Pricing for all project travel in this proposal assumes notification of dates to HVM at least two weeks in advance of any travel requirement. Should HVM receive notifications with less than two weeks advance notice, impacting travel costs (airline tickets, hotel costs, etc.), the added costs may be considered additional to the original proposal.

8.0 TERMS AND CONDITIONS

- 8.1 **CONFIDENTIAL INFORMATION:** The information contained in this proposal is considered to be of a confidential and proprietary nature, the rights of which belong to HVM and are protected under copyright and trade secret laws. This information is being provided to the purchaser to evaluate HVM's proposal and performance should a contract be awarded to HVM. Neither this proposal nor any information contained herein nor any proprietary information furnished pursuant thereto, shall be disclosed to others or used for any purpose other than set forth above without the prior written approval of High Voltage Maintenance.
- 8.2 **GENERAL PROVISIONS:** All work shall be performed in accordance with HVM Terms and Conditions, which are attached to this proposal. No other terms and conditions are acceptable unless agreed to by HVM in writing.
- 8.3 **EXPIRATION OF PROPOSAL:** This proposal shall remain valid for 60 days from the date of issue. Please allow four weeks notice prior to start date of the proposed scope of work.

ACCEPTANCE OF PROPOSAL

CHARTER TOWNSHIP OF YPSILANTI has read Proposal No.VRT-17010652 in its entirety, and hereby authorizes High Voltage Maintenance, to proceed with executing the Scope of Work referenced herewith in the amount of **\$ 15,367.00**.

All work will be performed in accordance with HVM's Standard Terms and Conditions, which are attached to this proposal. No other terms and conditions are acceptable, unless agreed to by High Voltage Maintenance in writing. The signatory below is duly appointed by and authorized by CHARTER TOWNSHIP OF YPSILANTI to execute this agreement and to bind same to the terms and conditions of this proposal.

We look forward to working with CHARTER TOWNSHIP OF YPSILANTI on this project. Should you have any questions regarding this proposal, please do not hesitate to contact me at 248-305-5596 or email me at mark.welti@vertivco.com.

CHARTER TOWNSHIP OF YPSILANTI		Buyer Signature Required	Date
Printed Name	Title	Printed Name	Title

Purchase Order must be assigned to:

High Voltage Maintenance
5100 Energy Drive
Dayton, OH 45414

Payment Remittance address:

High Voltage Maintenance
24865 Network Place
Chicago, IL 60673-1248

FID# 31-0725293

PO should be mailed to:

High Voltage Maintenance
24371 Catherine Industrial Drive
Novi, MI 48357
Attn: Mark Welti

Please provide the following information:

Purchase Order Number*:	Phone:
Billing Contact Person:	Fax:
Person Authorizing Payment:	Phone:
Billing Company Name:	Federal Tax ID:
Billing Address:	Taxable? Yes / No
Billing City, ST Zip:	If non-taxable, fax copy of tax exempt certificate
Site Contact Person:	Phone:
Email Invoices? Yes/No	Email Address:

* If a Purchase Order is provided, a hard copy must be included.

Specifications - Maintenance Testing

Ypsilanti Hydro-Xfrm Fans & repairs 2017

1.0 PROJECT DETAILS

The NFPA Standard 70B Electrical Equipment Maintenance guidelines states "Electrical equipment deterioration is normal, but failure is not inevitable." An effective electrical maintenance testing program identifies and recognizes factors leading to deterioration and provides measures for coping with these factors. A well-administered testing program can reduce accidents, save lives and minimize costly breakdowns and unplanned shutdowns of production equipment. Benefits of an effective electrical testing program fall into two categories: a) direct measurable economic benefits are derived by reduced cost of repairs and reduced down time. b) less measurable but very real benefits result from improved safety in the operation of the electrical system.

2.0 PROCEDURES

HVM will complete the work per the following specifications for each of the items listed in the equipment inventory section. These specifications were developed from standard NETA Specifications, customer input, past experience and customized for your budget, equipment condition and time considerations. Where applicable, the associated NETA testing specification section has been included for reference only and is not intended to be all inclusive.

2.1 STANDARD

Cables, Medium- and High-Voltage

Visual and Mechanical

- Inspect exposed sections of cables for physical damage and evidence of overheating and corona.
- Inspect terminations and splices for physical damage, evidence of overheating, and corona
- Inspect shield grounding and cable support.
- Verify that visible cable bends meet or exceed ICEA and/or manufacturer's minimum allowable bending radius.

Electrical Tests

- Perform an insulation-resistance test individually on each conductor with all other conductors and shields grounded. Apply voltage in accordance with manufacturer's published data. In the absence of manufacturer's published data, use industry standard.
- Perform a shield-continuity test on each power cable by ohmmeter method.
- Perform Very Low Frequency (VLF) Withstand Test in accordance with IEEE 400.2 – IEEE Guide for Field Testing of Shielded Power Cable Systems Using Very Low Frequency (VLF) (less than 1 Hz).
- Perform Tan Delta Test in accordance with IEEE 400.2 – IEEE Guide for Field Testing of Shielded Power Cable Systems Using Very Low Frequency (VLF) (less than 1 Hz). Perform Very Low Frequency (VLF) Withstand Monitored Test Using Tan Delta in accordance with IEEE 400.2 – IEEE Guide for Field Testing of Shielded Power Cable Systems Using Very Low Frequency (VLF) (less than 1 Hz).

Transformers, Liquid-Filled

Visual and Mechanical

- Inspect physical and mechanical condition.
- Verify the presence of PCB labeling, if applicable.
- Prior to cleaning the unit, perform as-found tests, if required.
- Clean bushings and control cabinets.

- Inspect bolted electrical connections for high resistance using one or more of the following methods:
 - Use of a low-resistance ohmmeter in accordance with NETA MTS Section 7.2.2B.1.
 - Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with manufacturer's published data or NETA MTS Table 100.12.
 - Perform a thermographic survey in accordance with NETA MTS Section 9.
- Verify correct liquid level in tanks and bushings.
- Verify that positive pressure is maintained on gas-blanketed transformers.
- Test load tap-changer in accordance with NETA MTS Section 7.12.
- Verify the presence of transformer surge arresters.
- Perform as-left tests.
- Verify de-energized tap-changer position is left as specified.

Electrical Tests

- Perform insulation-resistance tests, winding-to-winding and each winding-to-ground. Apply voltage in accordance with manufacturer's published data. In the absence of manufacturer's published data, use NETA MTS Table 100.5. Calculate polarization index.
- Perform turns-ratio tests at the designated tap position.
- Perform insulation power-factor or dissipation-factor tests on all windings in accordance with test equipment manufacturer's published data.
- Perform power-factor or dissipation-factor tests on each bushing equipped with a power-factor/capacitance tap. In the absence of a power-factor/capacitance tap, perform hot-collar tests. These tests shall be in accordance with the test equipment manufacturer's published data.
- Perform excitation-current tests in accordance with the test equipment manufacturer's published data.
- Measure the resistance of each winding at the designated tap position.

Surge Arrestors, Medium- and High-Voltage

Visual and Mechanical

- Inspect physical and mechanical condition.
- Prior to cleaning the unit, perform as-found tests.
- Clean the unit.
- Verify that the stroke counter is correctly mounted and electrically connected, if applicable.

Electrical Tests

- Perform insulation-resistance tests from phase terminal(s) to case for one minute. Test voltage and minimum resistance shall be in accordance with manufacturer's published data. In the absence of manufacturer's published data, refer to NETA MTS Table 100.1.
- Test grounding connection in accordance with industry standard with NETA MTS Section 7.13.

3.0 CUSTOMER RESPONSIBILITIES

In support of the project described herein, we ask that CHARTER TOWNSHIP OF YPSILANTI provide the following:

- 3.1 **PROTECTIVE DEVICE SETTINGS:** Prior to HVM mobilization, customer shall provide the protective device settings to be used during the maintenance testing. In the absence of engineered settings, the devices will be tested and left on an "as found" basis. Note: It must be considered that the system may not operate properly without engineered settings. Additional mobilizations to install settings and retest protective devices will result in additional cost.
- 3.2 **MV CABLE TESTING:** When MV cables are included in the scope of work for this proposal, Customer shall be responsible for the preparation of medium voltage cables for testing prior to start of any work by HVM.

- 3.3 **TEST POWER:** Test power will be provided by the client, as required, within 50 feet of the equipment to be tested. This may require up to 150kW, (125A at 480VAC single phase), and DC power as required for function testing.

4.0 CLARIFICATIONS AND ASSUMPTIONS

- 4.1 **PARTS:** Any parts found defective during the maintenance will be quoted separately.
- 4.2 **THERMOGRAPHIC INSPECTION:** If HVM is to perform an Infrared Survey or Thermographic Inspection, unless otherwise specified in this proposal, customer must provide a qualified representative for purposes of providing access to all electrical equipment, including the removal, opening, and reinstall of all panel covers as required for the inspection. The site representative must be trained and knowledgeable on OSHA Electrical Safe Work Practices, NFPA 70E electrical Arc Flash Safety, and must don the appropriate PPE for the hazards associated with all tasks while performing the survey/inspection.
- 4.3 The client will need to arrange and fund outages as necessary from the utility company for and outage on each main incoming circuit as necessary.
- 4.4 HVM cannot control delays due to weather, switching, etc. that are out of our control. Any associated man hours for delays, extra mobilizations, or additional testing or retesting will be an extra per HVM's current labor rate schedule.
- 4.5 Proposal assumes contractor will provide lift equipment for HVM to use as necessary to reach above grade test locations. If HVM is to provide our own lift this will be additional.

SERVICES TERMS AND CONDITIONS

High Voltage Maintenance Corporation is herein referred to as the "Seller" and the customer or person or entity purchasing services ("Services") and parts required for Services ("Parts") from Seller is referred to as the "Buyer." These Services Terms and Conditions, any applicable Fee Schedule, quotation, acknowledgment, Seller's scope of work, or invoice from Seller relevant to the provision of Services and all documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of this agreement ("Agreement") governing the sale of Services and Parts by Seller to Buyer. Any discrepancies between the terms of the above referenced documents shall be resolved by Seller. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of the terms of this Agreement, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Services and Parts will manifest Buyer's assent to the terms of this Agreement. Seller reserves the right in its sole discretion to refuse orders.

1. **PRICES:** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Services shall remain in effect for ninety (90) days after the date of Seller's quotation, Seller's scope of work or acknowledgment of Buyer's order for the Services, whichever occurs first, provided an unconditional authorization from Buyer for the performance of the Services is received and accepted by Seller within such time period. If authorization is not received by Seller within such ninety (90) day period, Seller shall have the right to change the price for the Services. All prices are exclusive of taxes, which are to be borne by Buyer. Unless otherwise specified by Seller, Parts will be furnished at Seller's then prevailing prices.

2. **TAXES:** Any current or future tax or governmental charge (or increase in same) affecting Seller's costs of Services or costs of production, sale, delivery or shipment of Parts, or which Seller is otherwise required to pay or collect in connection with the provision of Services and Parts, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. **TERMS OF PAYMENT:** Buyer shall be billed monthly. Seller, at its discretion, may require monthly progress payments for services requiring more than thirty (30) days to complete. Terms of payment are net 30 days from date of Seller's invoice. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this Agreement and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Seller may preserve its interests in payment by enforcing any applicable mechanic's, construction or similar lien rights. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future performance of Services or provision of Parts. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue performance of Services and provision of Parts.

4. **SHIPMENT AND DELIVERY:** While Seller will use all reasonable commercial efforts to maintain the performance dates acknowledged or quoted by Seller, all performance dates are approximate and not guaranteed. Seller, at its option, shall not be bound to tender delivery of any Parts for which Buyer has not provided shipping instructions and other required information. If the provision of Services or shipment of the Parts is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom.

5. **LIMITED WARRANTY:** Seller warrants to Buyer that the Services will be performed by trained personnel using proper equipment and instrumentation for the particular service. Seller warrants that any analysis of data, subsequent recommendations and other services will be in accordance with applicable established industry standards and practices. Seller warrants the proper performance of the Services for a period of ninety (90) days from the completion of the Services. Warranties applicable to third party equipment, parts or materials furnished by Seller shall be that of the manufacturer of such Parts and only to the extent assignable to Buyer. EXCEPT AS SPECIFIED ABOVE, THIRD PARTY SERVICES AND/OR PARTS ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTY SET FORTH IN THIS SECTION IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SELLER WITH RESPECT TO THE SERVICES AND PARTS AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE.

This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller that is used in (i) the selection of the Services and/or Parts and (ii) the preparation of Seller's quotation and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void.

If within thirty (30) days after Buyer's discovery of any warranty defects within the warranty period, Buyer notifies Seller thereof in writing, Seller shall, at its option, repair, correct or replace F.O.B. point of manufacture, or refund the purchase price for, that portion of the services or equipment found by Seller to be defective. Failure by Buyer to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Buyer's claim for such defects. Equipment repaired or replaced during the warranty period shall be covered by the foregoing warranties for the remainder of the original warranty period or thirty (30) days from the date of shipment, whichever is longer.

Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Services or Parts, either alone or in combination with other parts.

6. **LIMITATION OF REMEDY AND LIABILITY:** THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO, AT SELLER'S SOLE OPTION, EITHER CORRECT PERFORMANCE FOR THAT PORTION OF THE SERVICES FOUND BY SELLER TO BE DEFECTIVE OR REFUND OF THE PRICE PAID FOR SERVICES.

SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC SERVICES OR PARTS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment.

Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Parts and/or Services is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. **EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to acts of God; war; epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances; acts or omissions of Buyer, including, without limitation, those specified in Section 19; or any events or causes beyond Seller's reasonable control. Performance of Services and deliveries of Parts may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Services or Parts or to obtain material used directly or indirectly in the manufacture of the Parts is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may delay performance of Services or allocate its available supply of the Parts among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

8. **CANCELLATION:** Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred and to cover commitments made by the Seller, and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

9. **CHANGES:** Buyer may request changes or additions to the Services. In the event such changes or additions are accepted by Seller, Seller may revise the price and performance dates. Seller reserves the right to change designs and specifications for the Parts without prior notice to Buyer, except with respect to Parts being made-to-order for Buyer. Seller shall have no obligation to install or make such change in any Parts manufactured prior to the date of such change.

10. **NUCLEAR/MEDICAL:** SERVICES AND PARTS SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Services and Parts with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

11. **ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment or delegation, without such consent, shall be void.

12. **INSPECTION:** Buyer shall have ten (10) days from the date of completion of each portion of the Services to inspect the Services, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Services are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Services.

13. **BILLABLE SERVICES:** Additional charges will be billed to Buyer at Seller's then prevailing labor rates for any of the following: a) any Services not specified in Seller's quotation, Seller's order acknowledgment, Seller's scope of work, or other documents referenced herein and therein; b) any Services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or equipment access is denied the Seller service representative; or d) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein.

14. **NON-SOLICITATION:** Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Services are being provided to Buyer and for a period of one (1) year after the last provision of Services. In the event that an employee of Seller is hired or leaves the employ of Seller in such circumstances, the Buyer shall pay Seller, as compensation for the cost incurred by Seller in recruiting and training the employee, the sum equivalent to six (6) months pay for each employee hired from or leaving the employment of Seller.

15. **GENERAL PROVISIONS:** These Services Terms and Conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these Services Terms and Conditions. No change, modification, rescission, discharge, abandonment, or waiver of these Services Terms and Conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. Seller reserves the right to subcontract Services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in the county of Franklin, state of Ohio, and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this Agreement.

16. **ADDITIONAL SERVICE CONDITIONS:** The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Services are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Services. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Buyer shall not require Seller or its employees, as a condition to site access or otherwise, to further agree or enter into any agreement, which waives, releases, indemnifies or otherwise limits or expands any rights or obligations whatsoever. Any such agreements shall be null and void. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Seller removed Parts become the property of Seller. Seller shall not perform any electrical power switching unless specifically requested by Buyer, under the supervision of the Buyer, and subject to procedures jointly agreed to in advance. Notwithstanding Buyer's request, Seller may refuse to perform power switching, if in the opinion of Seller, such action would be unsafe. IN THE EVENT THAT SELLER PERFORMS POWER SWITCHING, TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER HARMLESS FROM ANY AND ALL LIABILITY, ACTIONS, SUITS, CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES ("LOSSES") ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR RESULTING FROM SELLER'S PERFORMANCE OF POWER SWITCHING, REGARDLESS OF WHETHER THE LOSSES RESULT FROM SELLER'S NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND WHETHER SOLE, JOINT, OR CONCURRENT), AND EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, STRICT LIABILITY, OR OTHER LEGAL FAULT OF SELLER. THIS INDEMNITY SHALL APPLY TO ANY ACTS OR OMISSIONS OR NEGLIGENT CONDUCT, WHETHER ACTIVE OR PASSIVE, ON THE PART OF EITHER THE SELLER OR THE BUYER. If OSHA or any other federal, state or local government, trade association, or contractual regulations or standards require a "safety person" to be on site during the performance of services, or in the event of a trade union jurisdictional dispute where trade union represented personnel are required to assist or stand by during the performance of services by Seller, Buyer shall be responsible for providing for and paying for any charge or wages for such person(s), as applicable. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller performance of Services. Buyer shall appoint a representative familiar with the site and the nature of the Services to be performed by Seller to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

17. **INSURANCE:** Seller shall maintain the following insurance or self-insurance coverage: **Worker's Compensation** in accordance with the statutory requirements of the state in which the work is performed. **Employer's Liability** with a limit of liability of \$1,000,000 per occurrence for bodily injury by accident or bodily injury by disease. **Commercial General Liability (CGL)** for bodily injury and property damage with a limit of \$1,000,000 per occurrence and aggregate. CGL includes Contractual Liability. CGL does not include Products and Completed Operations coverage. **Automobile Liability** insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$1,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements.

18. **INDEMNITY:** Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.



High Voltage Maintenance (HVM)

High Voltage Maintenance Corporation (HVM) brings to you a unique combination of engineering expertise, industry application knowledge, and implementation capabilities to bring value-added business results to our customers. One of the biggest advantages for major power users is the comprehensive package of unbiased electrical testing, maintenance, and engineering services including complete acceptance testing, maintenance testing and engineering analysis available onsite 24/7. High Voltage Maintenance is a business of Emerson Electric Co., in St. Louis, MO.



HVM was established in 1960 and joined the Emerson family of companies in 1995. Our primary service area is the Midwest and New England area. With a network of 14 service locations, we offer a complete range of electrical testing, maintenance, engineering, and project management services.

COMPANY CAPABILITIES:

- Service Locations – 14 across the Midwest and Eastern Seaboard
- Voltage Capacity – 500 kV transformers tested and inspected
- Primary focus – Independent electrical testing, troubleshooting, and engineering services for electrical power systems
- Staff – Engineers, professional engineers, field service technicians, electrical contractors, calibration and repair technicians
- Craftsmen – Extensive experience in electrical power system reliability, troubleshooting, and repair

SERVICES:

- Commissioning & Startup Services
- Acceptance Testing
- Predictive / Preventive Maintenance & Testing
- Engineering Studies
- Arc Flash Hazard, Analysis & Equipment Labeling
- Power Systems Analysis
- Retrofit / Repair and Life Extension Services
- Electrical Construction
- Conformity Assessment Services
- Forensic Engineering

SAFETY:

Safe work practices and environments are critical to High Voltage Maintenance. We maintain detailed safety records on each and every job and review safety procedures regularly.

High Voltage Maintenance has a 2014 Experience Modification Rating (EMR) of 0.53.



QUALITY ASSURANCE:

HVM follows a written quality assurance program as documented in a Quality Control and Audit manual. All quality issues are reported to the president. A copy of the quality assurance program can be provided upon request.

TESTING CAPABILITIES:

- High Voltage AC and DC up to 100,000 volts
- High Current up to 10,000 amps AC, 1500 amps DC
- Instrument and Meter Calibration, Analog and Digital: Amps, Volts, Ohms to 100 parts per million, phase angle
- Time and Frequency: Picosecond to Megahertz
- Temperature: Direct, Simulated and Low Infrared
- Dimensional: Distance and Weight

OTHER LOCATIONS & WORK PERFORMED:

- Training Center: Located in Columbus, Ohio

NUMBER OF PERSONNEL:

- | | |
|-----------------------------|----|
| • Professional Engineers | 9 |
| • Field Service Engineers | 58 |
| • Field Service Technicians | 38 |
| • Others | 39 |

COMPANY DETAILS:

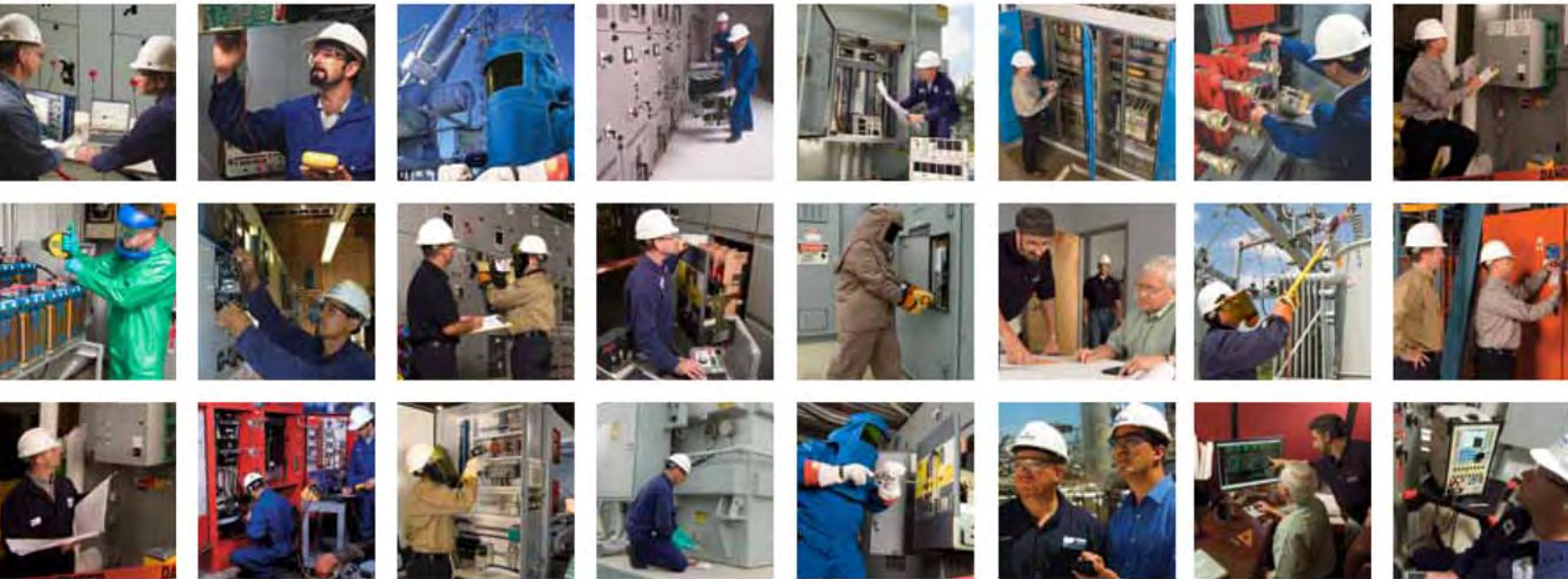
Name: High Voltage Maintenance Corp
Offices: 5100 Energy Drive
Dayton, OH 45414
Phone: 866-HVM-TEAM
Fax: 937-278-7791

GM: Eric Nation

COMPANY CONTACT:

Please contact your local HVM Sales Representative or visit our website at <http://www.hvmcorp.com> for more information.

Frequency of Maintenance Testing Guide



High Voltage Maintenance Your Partner In Electrical Reliability

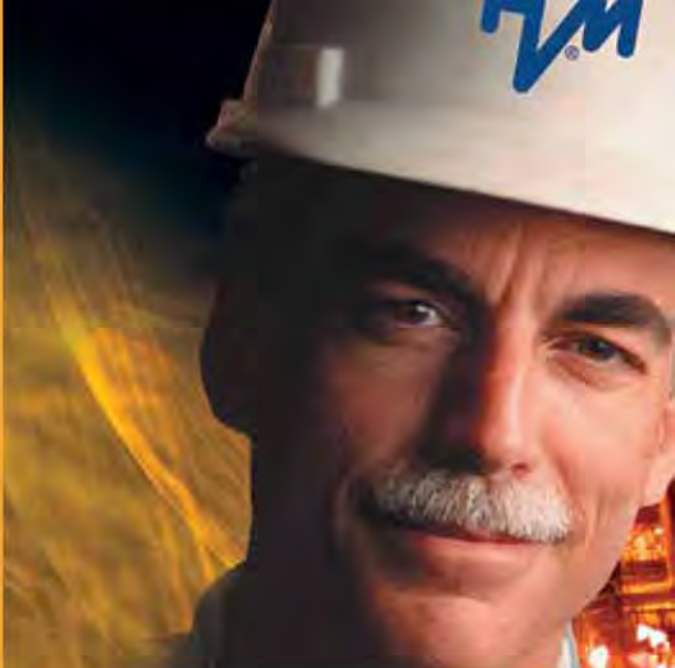
Maximize the reliability and efficiency of your electrical assets

As an independent third party company, we are committed to providing objective, unbiased test results and recommendations. As a full member of NETA, you are assured that all testing is performed objectively, according to NETA specifications, using calibrated instruments traceable to the National Institute of Standards and Technology (NIST).

Please use this complimentary guide to NETA recommended maintenance testing frequencies and intervals to maximize the results of your reliability-based testing program. Trust High Voltage Maintenance to deliver the experience and results you can rely on.

Our Services Include:

- Commissioning and Startup
- Arc Flash Solutions
- Engineering Services
- Predictive Diagnostics
- Preventive Maintenance
- Partial Discharge Testing and Monitoring Solutions
- Smart Turnarounds™ / Outages
- Retrofit / Renew / Replace
- Product Compliance & Conformity Testing
- Project Management
- Educational Services
- Emergency Response Services



Electrical power is the pulse of your plant. It's vital to your operations—but also dangerous and costly. When your electrical assets fail, profits and people can suffer.

In the Midwest and Northeast, rely on HVM to deliver the most complete solutions for electrical system reliability and safety. From testing for problems that could disable your system, to complete turnaround execution, you'll quickly understand how we are your single source solution for all your electrical reliability needs. With 12 service locations in North America, HVM's electrical services team puts experienced professionals where and when you need them. We'll help you build reliability programs from the beginning to get your process or plant moving toward maximum capacity and minimal risk of unexpected delays.



Frequency of Maintenance Tests

The InterNational Electrical Testing Association recognizes that the ideal maintenance program is reliability-based, unique to each plant and to each piece of equipment. The following schedule is a guide to NETA recommended testing and maintenance intervals and should be used in conjunction with a qualified maintenance program.

For over 50 years, High Voltage Maintenance has served as the industry leader providing safe, high quality electrical testing, maintenance, and engineering services to more than 15,000 repeat customers nationwide. As an independent third-party testing company, we are committed to providing objective, unbiased test results and recommendations. As a full member of NETA, you are assured that all testing is performed objectively, according to NETA specifications, using calibrated instruments traceable to the National Institute of Standards and Technology (NIST).

This Frequency of Maintenance Tests guide is a useful schedule of NETA approved testing frequencies that corresponds directly with the NETA Standard For Maintenance Testing Specifications. Specific condition, criticality, and reliability must be determined to correctly apply the matrix. Application of the matrix, along with the culmination of historical testing data and trending, should provide a quality electrical preventive maintenance program.

Inspections and Tests



Maintenance Frequency Matrix				
Equipment Reliability Requirement	Low	Equipment Condition		
		Poor	Average	Good
		1.0	2.0	2.5
	Medium	0.50	1.0	1.5
	High	.25	0.50	0.75

Section	Description	Visual	Visual and Mechanical	Visual, Mechanical, and Electrical	Notes
7.1	Switchgear and Switchboard Assemblies	12	12	24	
7.2	Transformers				
7.2.1.1	Small Dry-Type Transformers	2	12	36	
7.2.1.2	Large Dry-Type Transformers	1	12	24	
7.2.2	Liquid-Filled Transformers	1	12	24	
	Sampling	-	-	12	
7.3	Cables				
7.3.2	Low-Voltage Cables	2	12	36	
7.3.3	Medium and High-Voltage Cables	2	12	36	
7.4	Metal-Enclosed Busways	2	12	24	
	Infrared Only	-	-	12	
7.5	Switches				
7.5.1.1	Low-Voltage Air Switches	2	12	36	



7.5.1.2	Medium-Voltage Metal Enclosed Switches	-	12	24
7.5.1.3	Medium and High-Voltage Open Switches	1	12	24
7.5.2	Medium-Voltage Oil Switches	1	12	24
7.5.3	Medium-Voltage Vacuum Switches	1	12	24
7.5.4	Medium-Voltage SF6 Switches	1	12	24
7.5.5	Cutouts	12	24	24
7.6	Circuit Breakers			
7.6.1.1	Low-Voltage Insulated Case/Molded-Case CB	1	12	36
7.6.1.2	Low-Voltage Power CB	1	12	36
7.6.1.3	Medium-Voltage Air CB	1	12	36
7.6.2	Medium-Voltage Oil CB	1	12	36
	Sampling	-	-	12
7.6.2	High-Voltage Oil CB	1	12	12
	Sampling	-	-	12
7.6.3	Medium-Voltage Vacuum CB	1	12	24
7.6.4	Extra-High-Voltage SF6	1	12	12
7.7	Circuit Switches	1	12	12
7.8	Network Protectors	12	12	24
7.9	Protective Relays			
7.9.1	Electromechanical and Solid State	1	12	12
7.9.2	Microprocessor-Based	1	12	12
7.10	Instrument Transformers	12	12	36
7.11	Metering Devices	12	12	36
7.12	Regulating Apparatus			
7.12.1.1	Step-Voltage Regulators	1	12	24
	Sample Liquid	-	-	12
7.12.1.2	Induction Regulators	12	12	24
7.12.2	Current Regulators	1	12	24
7.12.3	Load Tap-changes	1	12	24
	Sample Liquid	-	-	12
7.13	Grounding Systems	2	12	24
7.14	Ground-Fault Protection Systems	2	12	12
7.15	Rotating Machinery			
7.15.1	AC Induction Motors and Generators	1	12	24
7.15.2	Synchronous Motors and Generators	1	12	24
7.15.3	DC Motors and Generators	1	12	24
7.16	Motor Control			
7.16.1.1	Low-Voltage Motor Starters	2	12	24
7.16.1.2	Medium-Voltage Motor Starters	2	12	24
7.16.2.1	Low-Voltage Motor Control Centers	2	12	24

7.16.2.2	Medium-Voltage Motor Control Centers	2	12	24
7.17	Adjustable Speed Drive Systems	1	12	24
7.18	Direct-Current Systems			
7.18.1	Batteries	1	12	12
7.18.2	Battery Chargers	1	12	12
7.18.3	Rectifiers	1	12	24
7.19	Surge Arresters			
7.19.1	Low-Voltage Devices	2	12	24
7.19.2	Medium and High-Voltage Devices	2	12	24
7.20	Capacitors and Reactors			
7.20.1	Capacitors	1	12	12
7.20.2	Capacitor Control Devices	1	12	12
7.20.3.1	Reactors, Dry-Type	2	12	24
7.20.3.2	Reactors, Liquid-Filled	1	12	24
	Sampling	-	-	12
7.21	Outdoor Bus Structures	1	12	36
7.22	Emergency Systems			
7.22.1	Engine Generator	1	2	12
	Functional Testing	-	-	2
7.22.2	Uninterruptible Power Systems	1	12	12
	Functional Testing	-	-	2
7.22.3	Automatic Transfer Switches	1	12	12
	Functional Testing	-	-	2
7.23	Telemetry / Pilot Wire SCADA	1	12	12
7.24	Automatic Circuit Reclosers and Line Sectionalizers			
7.24.1	Automatic Circuit Reclosers, Oil / Vacuum	1	12	24
	Sample	-	-	12
7.24.2	Automatic Line Sectionalizers, Oil	1	12	24
	Sample	-	-	12
7.27	EMF Testing	12	12	12

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Life-Extension Services

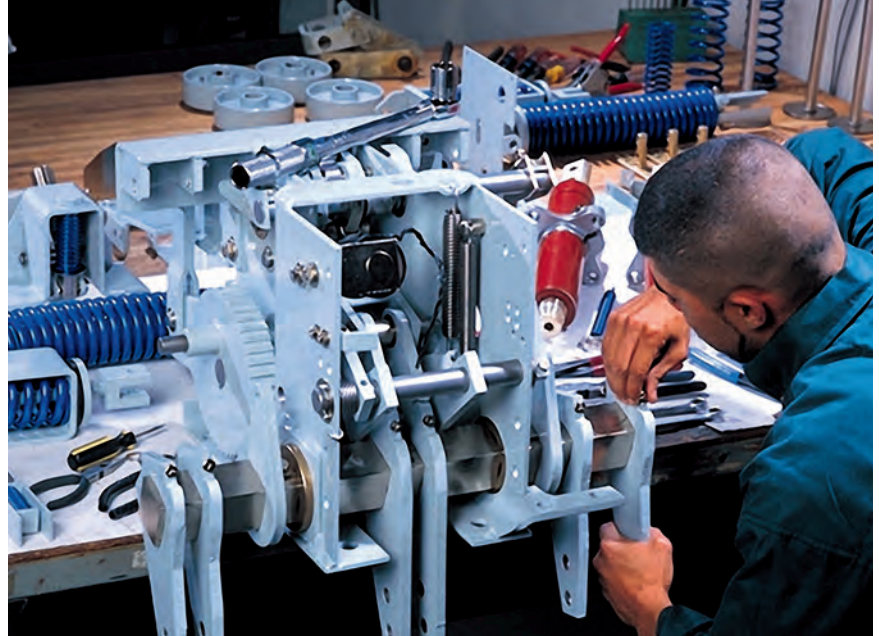
Retrofit. Renew. Replace.

The components comprising your electrical distribution system will eventually become worn or obsolete, especially when considering today's rapid rate of technological advancement. Depending on where you are in your plant's life cycle, the cost to keep these assets in operation can continue to rise despite best efforts to maintain the equipment. And, the cost of complete system replacement can be prohibitive.

The experts at HVM can assist you in designing a cost-effective solution to upgrade and retrofit your existing electrical assets with the latest technology—at a fraction of the cost of replacement. Your aging plant can quickly benefit from the enhanced digital and safety capabilities available with today's latest protection devices and component upgrades. This results in enhanced efficiency and reliability from your electrical components, effectively extending the life of your assets.

Benefits

- Enhanced electrical system reliability and communication capabilities
- Reduced maintenance and operating costs
- Conforms to all applicable standards
- Ensure increased level of safety
- Superior technology and monitoring ability



Life-Extension Services can extend the useful life of your assets and return them to optimum operating levels without the high cost of direct replacement

Aging electrical equipment presents a variety of concerns for today's asset manager. These systems have higher maintenance requirements, that not only cost more but also pose higher safety risks for your personnel. The risk for failure is greater, potentially leading to millions in lost profits.

Let the experts at HVM help you identify and recommend solutions for effectively extending the life of your electrical assets, while maximizing your investment. We have the solutions and expertise to upgrade many types of equipment with the latest technology. By upgrading components, you not only benefit from advanced technologies that improve efficiency, digital microprocessors that enhance stability and communications, and increased personnel safety; but also a significant savings of up to 2/3 the cost of direct replacement.

Life-Extension Services



Are you planning a turnaround at your plant? HVM can also assist you with identifying which assets can benefit from upgrading and retrofitting prior to taking your system offline. As part of our Smart Turnaround™ services, we can maximize your time for maintenance and repair while lowering your overall costs. And, all of our upgrades conform to applicable standards. This ensures that you receive increased levels of safety, compliance, and reliability from your rebuilt equipment.

Retrofit and Renew Services

HVM is equipped to provide complete life-extension services for all your critical electrical assets — regardless of age or manufacturer. From preventive maintenance and trip unit upgrades to complete retrofits, rebuilds, and replacement breakers, HVM can help you improve the reliability and performance of your equipment. Our technical staff can perform life-extension services in the field or in the shop on the following electrical assets:

- 480v Circuit Breakers
- 2,400v to 15,000v Circuit Breakers
- High Pressure Switches, Starters/Contactors, Motor Control Centers
- Electromechanical (EM) Relays
- Direct Replacement Breakers

These life-extension services are designed to fit your budget and your specific operating requirements and application. Choose from the following service levels:

Refurbish

Periodic preventive maintenance is recommended for all electrical equipment to protect it from adverse effects of heat, dust, moisture, and other contaminants—and to identify incipient problems before failure occurs. HVM's Refurbishment Services include the following preventive maintenance activities:

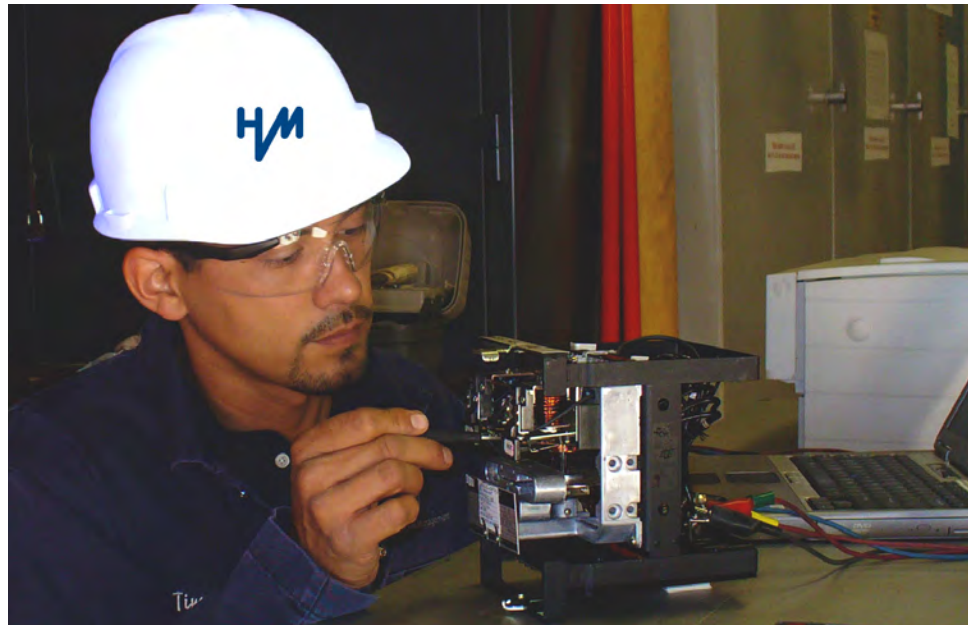
- Complete visual and mechanical inspection
- Clean and lubricate all mechanisms
- Perform electrical PM tests per NETA specifications
- Perform mechanical function tests
- Perform electrical function tests

Recondition

As equipment ages, components begin to wear and insulation deteriorates leading to electrical leakage, tracking, and possible flashover. Damage is normally evident on the surface of insulating members and if it has not progressed to significant depths, can usually be resurfaced. HVM's Reconditioning Services enables you to renew your aging equipment without the cost of rebuilding or replacement—extending the useful life and improving reliability. These services include the same preventive maintenance activities included in the refurbish services plus the following:

- Perform "as found" inspection and electrical tests
- Complete disassembly
- Thorough inspection of all parts for physical integrity
- Worn parts are replaced
- Arc-chutes removed and inspected
- Components are bead-blasted and polished
- Current-carrying elements are reconditioned
- Reassembly per manufacturer's specifications

By upgrading components, you will benefit from advanced technologies that improve efficiency and deliver enhanced stability and communication capabilities. You will also experience increased personnel safety and significant savings of up to 2/3 the cost of direct replacement.



Rebuild

Once your electrical equipment has reached the end of its useful life, renew your assets with HVM's Rebuild Services. These services enable you to renew your existing assets at a fraction of the cost of replacement. Our rebuild services for switches, starters, contactors, and motor control centers include replating, polishing, hardware replacement, and painting. Once completed, the asset can be installed into its existing cell, minimizing downtime. The rebuilt units are thoroughly tested, calibrated and evaluated to ensure longevity and reliability. HVM's Rebuild Services include the same services included in our reconditioning service plus:

- All steel components are re-plated
- All painted steel parts are stripped and powder coated
- All hardware is replaced
- Bearings and bushings are replaced
- Damaged or worn control wiring is replaced
- All components are bench tested prior to reassembly
- All insulators re-varnished

Retrofit

Retrofit your old outdated equipment with new technology and experience the benefits of improved reliability, performance, and personnel safety. Low voltage breakers can be upgraded with new solid-state trip units featuring digital communication, adjustable settings, and enhanced protection capabilities, allowing for more robust and efficient operation than previous generations of breakers. Retrofitted breakers also have the ability for remote operation and increased energy management capabilities—reducing the overall operating costs of the equipment. Medium voltage breakers are

updated and retrofitted with vacuum and SF₆ technology delivering improved reliability and decreased maintenance intervals. The large, heavy arc chutes and hot ionized gases are eliminated, making the retrofitted breaker much safer. Interrupting rating time is also improved, as well as momentary and continuous current ratings, bringing them up to the level of typical replacement breakers. HVM's Retrofit Services include:

- Perform basic refurbish PM tests
- Remove existing trip unit
- Install new microprocessor based trip unit
- Verify trip unit operation by primary injection

Electromechanical Relay Upgrades

Representing one of the best values in equipment upgrades is the replacement of electromechanical relays (EM) with new solid-state digital packages from trusted names such as Schweitzer Engineering Laboratories, GE, Basler, Multilin, and more. Digital relays are beneficial from the moment they are installed as they are designed to fit into existing switchgear lineups and can easily replace an entire rack of existing EM relays, while dramatically improving performance. Digital relays also have LCD displays for real-time metering and system monitoring, advanced communication ports, alarms and fault data monitoring from remote locations. You'll also benefit from reduced maintenance and calibration costs.

Direct Replacement Breakers

Advances in circuit breaker technology have enabled asset managers to exchange older, often obsolete equipment for upgraded replacements without disrupting existing switchgear. Most replacement breakers are designed to fit into the existing switchgear cells with minimal modifications and will interface with the existing switchgear structure while maintaining safety interlocks inherent in the original design. Benefits of replacement circuit breakers typically include:

- Enhanced electrical system reliability
- Less cost and downtime compared to new equipment installation
- Reduced maintenance and operating costs
- No need for obsolete or hard-to-find spare parts—available for most manufacturers' LV ANSI switchgear
- Various digital trip devices for short circuit and overload protection
- Extended range of short circuit and continuous current capabilities
- Increased safety by adding ground fault protection
- All applicable ANSI standards met
- Through-door racking and trip unit display
- Increased safety by replacing with arc flash limiting breakers

Transformer Repair / Replacement

Transformers are considered one of the most valuable assets in the entire electrical distribution system. They are regarded as a highly dependable asset with a life expectancy of up to 100 years. However, the general transformer population is aging and the growing trend to load transformers to higher levels is ultimately increasing the risk of failure.

HVM's experienced engineers can help you evaluate the condition of your aging transformers and develop a solution to reduce your risk of

failure and improve capacity and performance. Our Transformer Life-Extension Services include:

- Turnkey Installation & Replacement / Relocation
- Condition Assessment
- Assembly, Vacuum Oil Fill, & Testing
- Bushing Repair & Replacement
- Load Tap Changer Repair & Replacement
- Regasketing, Leak Repair
- Insulating Fluid / Oil Reconditioning
- Cooling Upgrades
- Spare Parts

Summary

HVM has the experience and technical knowledge necessary to handle your life-extension and renewal projects. Not only can we analyze your equipment and offer recommendations on how to effectively utilize today's technology and retrofits in the most cost-efficient way, but we also stand by our work that is backed by over 35 years of experience in electrical reliability testing and maintenance. We implement strict quality control programs, adhere to ANSI standards and provide a one-year warranty on parts and labor.

We also have the ability to work on equipment from every manufacturer and have the established network necessary to locate many hard-to-find parts and accessories.

Other benefits of HVM's Life-Extension Services are:

- Emergency service and support - 24 hours a day
- Warranty on all retrofits and rebuilds
- National network of 35 service locations
- State-of-the-art rebuild shop
- Qualified and accredited technicians

Ordering Information

To learn more about this service and other High Voltage Maintenance solutions, please contact your local High Voltage Maintenance sales representative office.

Transformer Services

Critical Asset Support

Electrical power is the pulse of your plant. It's vital to your operations, but it is also dangerous and costly. When your electrical assets fail, profits and people can suffer.

HVM can help you increase the availability and safety of your electrical assets, resulting in fewer unexpected outages and accidents.

Through electrical testing, maintenance and engineering services, we can deliver the information you need to make smarter, more profitable decisions about each asset in your electrical distribution system.

Benefits

- Avoid substantial financial loss associated with service disruptions
- Eliminate unplanned downtime through cost-effective testing and maintenance
- Ensure ongoing reliability of electrical distribution systems



Ensure optimum system performance, efficiency and safety with HVM's Transformer Services

Although large power transformers are among the most reliable equipment used in electrical power systems, failures can and do occur. When these unexpected failures occur it can cost you millions in lost production, lost income, and lost customers.

Proper testing and maintenance performed on an annual basis can uncover a problem before a unit fails. If severe damage results, replacing a transformer can take several weeks resulting in serious financial and productivity losses. In many cases, a transformer can be repaired but only if the problem is caught before it escalates. The key to eliminating these unscheduled outages is proactive testing and maintenance. Information accumulated through routine inspections and periodic testing will usually provide warning of impending service problems. Recognizing the warnings of an impending failure requires careful analysis of the records to identify significant trends or unusual behavior.

For more than 50 years, HVM has been providing electrical testing, maintenance and engineering services to ensure that your company will have reliable power and avoid expensive outages related to transformer failure. Our transformer services are designed to improve each aspect of system reliability. And, we execute them seamlessly ensuring that your entire facility is protected around the clock, 365 days a year.



Substation Maintenance

Select a single component, a combination of components or an entire program from HVM's menu of on-site transformer and substation services including:

- Transformer Assembly and Installation & Removal
- On-site Inspection & Testing
- Insulation Testing
- Fluid / Oil Analysis & Condition Trending
- Insulating Fluid / Oil Reconditioning Failure / Fault Analysis
- Tap Changer Repair / Replacement
- Leak Repairs
- Gasket / Bushing Repair
- Substation Grounding
- Cooling Upgrades
- Emergency Services 24x7

Turnkey Installation

HVM can provide complete turnkey installation, replacement, upgrades or removal and disposal of your electrical equipment. Our technical staff will provide complete design, installation, commissioning and maintenance services for most transformers and related equipment.

Commissioning & Startup Services

The successful operation of a transformer is dependent on the proper design, installation, and startup. HVM's Commissioning and Startup Services will verify that the equipment has been properly installed to ensure reliable operation. Highly qualified personnel will use technologies and tests including:

- Function Testing of Protection Controls is performed to ensure all protective devices are operating within normal specifications.
- Insulation Power Factor Testing is used to measure dielectric losses that determines the overall insulation condition of the windings, barriers, tap changers, bushings and oil.
- Transformer Turns Ratio Testing measures the turns ratio of the transformer on the primary and secondary coils and verifies the actual voltage against the specified voltage ratio from the initial design.
- Insulation Resistance Testing verifies insulation integrity and proper installation by applying voltage to the dielectric barrier and measuring against specifications.

Preventive Maintenance

The key to eliminating unscheduled outages is proactive testing and maintenance. Information accumulated through routine inspections and periodic testing will usually provide warning of impending service problems. Recognizing the warnings of an impending failure requires careful analysis of the records to identify significant trends or unusual behavior.



- Winding Resistance Testing assures correct connections and that there are no severe mismatches or open connections.
- Frequency Response Analysis measures the input voltage to a transformer to the output voltage and can determine whether there is any damage to the transformer windings that occurred during shipment or installation.

Preventive Maintenance

The ongoing efficiency of electrical systems requires proper analysis, interpretation and service recommendations. Experienced HVM engineers can provide complete preventive maintenance testing services to ensure the reliable operation of new and existing transformers. Using the same technologies and techniques described above, the HVM's experienced technicians will compare results against baseline measurements to determine overall transformer health.

Online Predictive Maintenance

Our online predictive maintenance services can be performed while your system remains energized, eliminating costly shutdowns. By performing the following, we can help you identify when a failure may occur so you can plan an outage instead of dealing with an emergency.

- Visual Inspections are performed to inspect cleanliness, cracked insulators and bushings, condition of paint, oil levels, oil leaks, oil/winding temperature gauges, nitrogen pressures, relay targets, and condition of grounds.
- Infrared Testing detects heat buildup, loose connections, and defective surge arrestors which are often a precursor to failure.
- Ultrasonic Detection identifies excessive corona which produces RF interference and may cause an insulator, bushing or surge arrester to fail. Ultrasonic detection can identify excessive corona before a failure occurs.
- Nitrogen Gas Tests are performed on nitrogen gas blanketed transformers. Gas samples are taken and two tests are performed including the Percent TCG test which identifies gas in the oil, often times caused by hot spots or overloading. The other test, Percent Oxygen, identifies a high oxygen content in the transformer which may indicate a "wet" atmosphere. Oxygen also accelerates the deterioration of oil.
- Oil Analysis is conducted to identify the properties essential to transformer oils and provides a more accurate assessment of their condition.
- Partial Discharge Testing can be performed while equipment is on or offline and can be a reliable indicator of insulation quality and its impact on overall transformer health and performance. It allows asset managers to prioritize capital and MRO investments before an unexpected outage occurs.



Fluid / Oil Processing Services

Fluids and oils circulate in large power transformers to insulate them from high voltage stresses—and they contaminate easily due to leaky seals and corrosion. Increased reliability and performance can result from a rigorous HVM preventive maintenance program that purifies and filters these fluids over the life of the equipment. HVM's advanced mobile oil processing equipment provides vacuum, filtration, degasification, and dehydration of fluids/oils to restore optimum dielectric strength, viscosity and insulation characteristics.

Oil Analysis

When transformer oil deteriorates, sludge ultimately forms and coats the windings resulting in decreased cooling capacity and degradation of the solid insulation system. Proper oil analysis is critical in determining the operating efficiency of a transformer.

Sample testing can include:

- Dielectric strength
- Acidity
- Interfacial tension
- Color
- Sediment
- Dissolved gas analysis
- Dissolved water in oil analysis

Emergency Services

To assist customers in resolving emergency situations, we offer 24x7 on-site emergency service within the specified service areas. Rely on HVM for critical emergency needs including:

- Transformer leak repair
- Complete transformer gasket replacement
- Spill cleanup / recovery
- Fault analysis

Ordering Information

To learn more about this service and other High Voltage Maintenance solutions, please contact your local High Voltage Maintenance sales representative office.

Performance Solutions

Maximize Your Human Assets

Companies today are relying on fewer people to do more work. At the same time, what companies ask of people and technology is becoming more complex.

Creating and training a best-in-class team takes time and financial resources—two things that are typically limited in today's overtaxed workforce. Add the challenges of skilled labor attrition to the mix and you quickly understand the need for effective performance consulting and training.

Benefits

- Objective, hands-on approach to evaluating workforce effectiveness
- Ensure all regulatory requirements are met
- Achieve highest level of employee efficiency and ability
- Eliminate workplace injuries and accidents
- Lower turnover and higher employee satisfaction



Improve and retain the performance of your workforce with Emerson's Performance Solutions

The performance of your workforce can have a significant impact on your overall operation, maintenance, and process equipment—and ultimately your bottom line. To achieve maximum process performance you must start with improving and retaining the performance of your workforce. Emerson's Performance Solutions team can provide a cost-effective way to ensure your workforce is capable of performing tasks safely and at the highest level of efficiency. We also assist in ensuring compliance with the latest regulatory requirements, while optimizing process and equipment knowledge. The end result is a safer environment, retention of top employees, and reduction of overall costs.

Emerson's Performance Solutions Assessments include:

- Skill & Training Needs
 - Task Analysis
 - Gap Analysis
- Personnel Safety Audit and Review
- Policy and Procedures
- Regulatory Compliance
- New Equipment Training
- Maintenance Practices

Skill & Training Needs Assessment

Objective, hands-on performance measurements ensure that employees can perform the required tasks proficiently. Emerson has extensive experience designing objective criteria, practical scenarios, demonstration equipment, and procedures to measure practical abilities. The skill assessment will help determine areas of knowledge, training and ability that are deficient or that can be improved to achieve greater performance.

Task Analysis

Emerson's Skill & Training Needs Assessment begins with a formal task analysis to determine the skills required to perform each assigned work task. The analysis reviews the operational environment, processes, practices, acceptable performance standards, industry standards, and benchmarking for the industry. It includes out of the box thinking, is there a faster, better or cheaper procedure? Interviews are conducted with management and workers, along with a survey to measure the importance of the skill or task and the knowledge needed to perform it correctly. This process is critical to determine what knowledge is required to produce maximum efficiency of tasks, both safely and effectively.

Gap Analysis

Results from the skills assessment are carefully reviewed and compared to the task analysis in order to provide recommendations for targeted training, skill development, and procedure changes. The gap analysis also ensures the best return on the time and money invested in the plan.

Personnel Safety Audit

Personnel safety is the application of policies and procedures combined with the right attitude, knowledge, and tools that will help you manage risk. Complacency is the enemy of even the best safety program. Without a constant challenge to the daily routine and beliefs, combinations of events will eventually lead to an accident. A thorough review is undertaken that includes employee qualification, work planning and briefing, audits and inspections, and the utilization of personal protection devices. Recommendations for corrective action will be provided.



Policies and Procedures

Policies and procedures dictate the operating environment on a daily basis. Some procedures are clearly defined and outlined by a regulating body, some are left to the corporate body, and some are established at the plant level. In the absence of clear guidance, often times the procedure or policy is assumed.

Potentially dangerous situations can occur when new employees are trained by employees who were trained by other employees. What was once understood as policy can easily be changed and manipulated at each "stop" in the dissemination chain. After some time, the origin and intent of the policy is lost.

A careful review of existing policies and procedures can discover weaknesses in currently utilized processes. Areas of focus center around isolation procedures, use of intended procedures, specific steps taken during shutdown and testing, placement and removal of lockout devices, and specific requirements for various equipment. Analysis will help locate deficient areas and determine overall corrective action that must occur.

Regulatory Compliance

OSHA 1910.147 requires that equipment specific energy isolation procedures be developed, documented and utilized for the control of potentially hazardous energy. The development of a comprehensive safety program is not only mandated, it is essential in avoiding potentially deadly accidents and fines.

Trust the experts at Emerson to deliver the most effective training and development to meet today's process challenges. Our Educational Services team has the capabilities and resources to help you get the greatest possible performance from your operation —both plant and people.



Risk analysis identifies and evaluates the hazards which could cause accidents at your facility. Emerson uses the latest techniques to identify, categorize, and prioritize the hazards present in the facility. Once complete, we provide comprehensive mitigation techniques based on regulatory compliance, recognized consensus standards, and industry leading best practices. This evaluation analyzes currently utilized processes and knowledge of current codes and regulations and compares them, assisting in the creation of an improved overall safety program.

New Equipment and Training Assessment

Equipment that is not installed correctly or is modified during installation can lead to increased downtime or possibly even catastrophic failure. Electrical inspectors generally require that electrical distribution equipment and point-of-use equipment be listed. If electrical equipment has been modified, a field inspection is usually required. Correctly designed, constructed, and installed equipment can still present a hazard to human life and property, if operated improperly. Examples of improperly used equipment can range from something as simple as an extension cord used (like a rope) for securing a piece of equipment, to an oversized circuit breaker for the anticipated load.

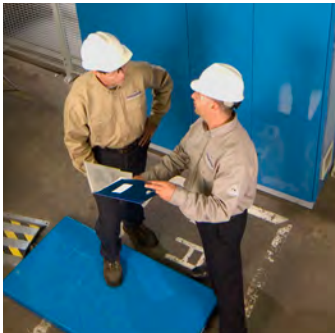
Emerson's New Equipment and Training Assessment properly analyzes workforce knowledge of newly installed equipment and safety procedures. This assessment targets deficient knowledge of the latest equipment and technology and outlines ways to improve performance and get workers updated quickly and safely.

Maintenance Practices Assessment

Even newly installed equipment can present a hazard to human life and property if not properly maintained. A solid foundation of knowledge and proper maintenance programs can provide a cost-effective solution to maximizing your maintenance dollars and extending the life of your electrical equipment. Employee knowledge of maintenance tasks, adjustment calibration, and regular program maintenance methods of the electrical distribution system are analyzed and reported. A focused plan is then developed outlining proper maintenance practices for your specific equipment and steps necessary to maximize operations.

Summary

As part of Emerson's Educational Services team, Performance Solutions is designed to offer valuable consulting services that allow you to properly assess the overall effectiveness of your workforce's knowledge, processes, procedures and abilities. Our Educational Services team has the capabilities and resources to ensure your workforce receives the most effective training and development to meet today's process challenges. Our instructors and consultants are industry experts who have honed their skills through years of field experience and remain active in their field of expertise. The benefits of working with our consultants include improved safety of your personnel, protection of property, and compliance with the latest regulatory codes and standards, which also result in decreased employee turnover and increased job satisfaction.



Ordering Information

To learn more about this service and other Emerson Network Power solutions, please contact your local Electrical Reliability Services sales representative office or visit us on the web at: www.electricalreliability.com. In the U.S., call 1-877-468-6384.

Emerson—Your Partner in Reliability

From installation to operation, only Emerson has the knowledge and experience to seamlessly integrate all the essential services to deliver “high nines” reliability required by today’s critical facilities. Look to us as your partner. We’ll be with you every step of the way with the right combination of technology, people, and services. Contact Emerson to realize the true potential of your assets.

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- Power Switching & Controls

- Precision Cooling
- Racks & Integrated Cabinets
- Services**
- Surge Protection

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ES-02-557

Preventive Maintenance Testing

Why Perform Preventive Maintenance?

Electrical equipment aging and deterioration is normal, but equipment failure is not inevitable. An effective electrical maintenance testing program identifies and recognizes factors leading to deterioration. It provides measures for reversing these effects and avoiding failures. A well-administered testing program can prevent accidents, save lives, minimize costly breakdowns, and reduce unplanned outages.

Facilities are becoming progressively more dependent upon their electrical systems to maintain the continuity of processes and to transmit critical data. The continuing reliability and integrity of an electrical power system is based on an established program of maintenance and operational testing. The maintenance procedures and frequencies should follow those recommended by nationally recognized standards.

In addition, insurance premiums can be more costly if the facility has an inadequate or marginal maintenance program.

What Maintenance is Recommended and How Often?

Maintenance guidelines and suggested intervals have been compiled by the National Fire Protection Association (NFPA) Standard 70B recommended practice for "Electrical Equipment Maintenance". Another valuable resource is the International Electrical Testing Association (NETA) Standard MTS-2007 "Maintenance Testing Specifications", which has been adopted by the American National Standards Institute (ANSI). These procedures and frequencies are used to develop a maintenance schedule that is based on the type of equipment, the voltage, and ambient conditions. Included are transformers, circuit breakers, switches, protective relays, switch-gear, panelboards, electronic and rotating equipment, bus, and cable. There are basically three types of maintenance approaches:

- Reactive (also known as 'run-to-failure') maintenance where repair or replacement work is done only when the equipment no longer functions properly.
- Time directed or preventive maintenance where tasks are performed on a predetermined interval, regardless of equipment condition.
- Predictive maintenance where condition assessment tasks are performed and the equipment 'health' is monitored or trended such that maintenance tasks can be performed when needed to avoid unacceptable deterioration or drop off in performance.

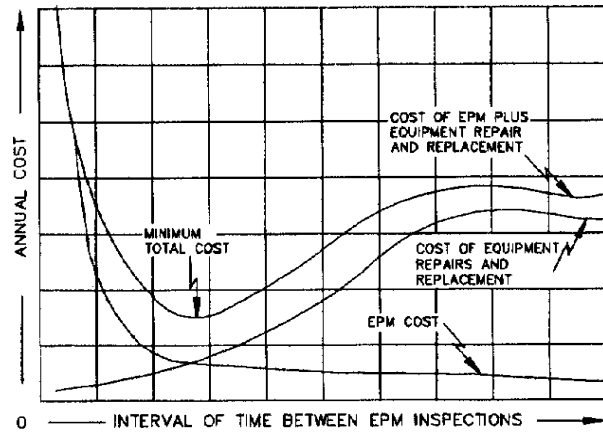
Clearly, the predictive maintenance approach is the most likely to provide system reliability and avoid failures.

How to Set Up an Electrical Maintenance Program

An effective electrical maintenance program is one that enhances safety and reduces the probability of equipment failure. The following three-phase plan is based on performing regularly scheduled inspections, testing, and servicing by qualified personnel. The three phases are:

- I. System Assessment, Information Review and Update
- II. Maintenance Implementation
- III. Selective Repair and Modifications

It is important to base the program on the fundamental idea that maintenance cannot be performed once and then forgotten.



Who Should Perform the Maintenance?

Maintenance testing and repair is usually performed by a specialized electrical testing company. This type of company engages solely in the evaluation and testing of electrical equipment and systems. An independent testing firm provides high quality preventive maintenance services and unbiased test results to verify the condition of the installed electrical apparatus. Personnel should be experienced in the maintenance and operation of power systems. Not only does this ensure accurate results, but it allows for more efficient use of in-house personnel during "time critical" shutdowns.

It is important that state-of-the-art test equipment is used to ensure the accuracy of the test results. All equipment utilized should be in calibration with traceability to the National Institute of Standards and Technology.

WHY TEST?

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



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www.ytown.org

MEMORANDUM

TO: Ypsilanti Township Board of Trustees

FROM: Jeff Allen, Director – Residential Services Department

DATE: August 7, 2017

RE: Authorization to seek bids on updating the Civic Center accessibility

I am seeking authorization to seek sealed bids for the accessibility improvements at the Civic Center. As you may recall, you approved hiring Hoppe Design in order to do drawings and prepare the project for bid.

Once we determine the lowest, best bidder, we will come back to the board for approval before proceeding any further.

I have attached the drawings and a summary of the work to be performed. I will send you the complete specs in a separate email when the agenda is determined.

September 13, 2017

BARRIER FREE RENOVATIONS FOR THE
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CIVIC CENTER

7200 S. HURON RIVER DRIVE

YPSILANTI, MI 48197

ARCHITECT
HOPPE DESIGN LLC
47032 McBride Ave
Belleville, MI 48111

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- D. Architect Project No. 1708
- E. HOPPE Design, LLC
- F. 47032 McBride Ave
- G. Belleville, MI 48111
- H. Phone: 734-218-2492.
- I. Issued: September 13, 2017.
- J. Copyright (2017 Wayde C. Hoppe, Architect). All rights reserved.

END OF DOCUMENT 000101

DOCUMENT 001113 - ADVERTISEMENT FOR BIDS

Barrier Free Renovations for the Ypsilanti Charter Township Civic Center
September 13, 2017

Sealed bids for the Barrier Free Renovations for the Ypsilanti Charter Township Civic Center will be received on October 4, 2017 at 3 PM Eastern Standard Time at the office of the Township Civic Center, 7200 S Huron River Drive, Ypsilanti, MI.

Plans and specifications are on file and may be examined on or after 2:00 pm on September 13, 2017 at the following locations: at the office of the Township Clerk, 7200 S. Huron River Drive, Ypsilanti, MI 48197; at the Township website; and at the Michigan Intergovernmental Trade Network website, www.mitn.info.

The Owner will not consider or accept bids received after the date and time specified. Proposals should be addressed to the Owner. All proposals will be opened publicly and read aloud.

Each bid shall be accompanied by a certified check made payable to the Owner for not less than five percent of the base bid plus all alternates or by a satisfactory bid bond executed on AIA Form A310. All proposals submitted shall remain valid for a period of ninety days after the bid date.

The successful bidder will be required to furnish a performance bond and labor and material bond, each for 100% of the contract amount. The successful bidder will be expected to begin construction immediately after receipt of a notice of commencement.

The Owner reserves the right to accept any or all alternative Bids and award the contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all Bids; and in general to make the award of the Contract in any manner deemed by the Owner, in its sole discretion, to be in the best interest of the Owner.

A voluntary pre-bid conference will be held at the 7200 S. Huron River Drive on September 18, 2017 at 2:00 pm EST.

Jeff Allen, Residential Services Director
Charter Township of Ypsilanti

SECTION 000250 – INVITATION TO BID

PART 1 - GENERAL

Project: Barrier Free Renovations for the Ypsilanti Charter Township Civic Center

Project No: 1708

Bid Due: October 4, 2017 at 3 PM Eastern Standard Time at the office of the Township Civic Center, 7200 S Huron River Drive, Ypsilanti, MI.

Owner: Ypsilanti Charter Township
7200 S. Huron River Drive
Ypsilanti, MI

Architect: **HOPPE Design, LLC**
47032 McBride
Belleville, MI 48111
p. 734.218.2492

Contract Type: Single Prime

General: Contractors are invited to submit proposals for open competitive bidding for the above named project. Sealed proposals will be received at the Office of:
Ypsilanti Charter Township Clerk's Office
7200 S. Huron River Drive
Ypsilanti, MI

The Owner will not consider or accept bids received after the date and time specified. Proposals should be addressed to the Owner. All proposals will be opened publicly and read aloud.

Plans and specifications are on file and may be examined on and after 2:00 pm on September 13, 2017 at the following locations: at the office of the Township Clerk, 7200 S. Huron River Drive, Ypsilanti, MI 48197; at the Township website; and at the Michigan Intergovernmental Trade Network website, www.mitn.info.

The Contractor is responsible to monitor the Township website for posted addenda.

Each bid shall be accompanied by a certified check made payable to the Owner for not less than five percent of the base bid plus all alternates or by a satisfactory bid bond executed on AIA Form A310. All proposals submitted shall remain valid for a period of ninety days after the bid date.

The successful bidder will be required to furnish a performance bond and labor and material bond, each for 100% of the contract amount. The successful bidder will be expected to begin construction immediately after receipt of a notice of commencement.

Governmental funds are being used to finance a portion of this project. Attention is called to the fact that the contractor must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex or national origin, in accordance with Executive Order 11246 Equal Employment Opportunity and Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity.

The contractor must comply with the Equal Employment Opportunity Act, September 28, 1965 No. 11246, all United States Department of Labor Regulations and Standards Title 29, 1, 3, and 5, and Title 18, USC, Section 874, known as "Anti-Kickback Act", and the Federal Occupational Safety and Health Act of 1970; the Davis-Bacon Act, July 2, 1964; Federal Occupational Safety and Health Act of 1970; and Housing and Urban Development Act of 1968.

The contractor shall also comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

The Owner reserves the right to accept any or all alternative Bids and award the contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all Bids; and in general to

make the award of the Contract in any manner deemed by the Owner, in its sole discretion, to be in the best interest of the Owner.

Voluntary Pre-Bid Conference

Date: September 18, 2017
Time: 2:00 pm EST
Location: 7200 S. Huron River Drive, Ypsilanti, MI 48197

DOCUMENT 002513 - PREBID MEETINGS

1.1 PREBID MEETING

- A. Architect will conduct a Prebid meeting as indicated below:
 - 1. Meeting Date: 9/18/17.
 - 2. Meeting Time: 3 PM, local time.
 - 3. Location: 7200 S. Huron River Drive, Ypsilanti, MI.

- B. Attendance:
 - 1. Prime Bidders: Attendance at Prebid meeting is recommended.

- C. Agenda: Prebid meeting agenda will include review of topics that may affect proper preparation and submittal of bids, including the following:
 - 1. Procurement and Contracting Requirements:
 - a. Advertisement for Bids.
 - b. Instructions to Bidders.
 - c. Bidder Qualifications.
 - d. Bonding.
 - e. Insurance.
 - f. Bid Security.
 - g. Bid Submittal Checklist.

 - 2. Communication during Bidding Period:
 - a. Obtaining documents.
 - b. Access to Project Web site.
 - c. Bidder's Requests for Information.
 - d. Bidder's Substitution Request/Prior Approval Request.
 - e. Addenda.

 - 3. Contracting Requirements:
 - a. Agreement.
 - b. The General Conditions.
 - c. The Supplementary Conditions.
 - d. Other Owner requirements.

 - 4. Construction Documents:
 - a. Scopes of Work.
 - b. Temporary Facilities.
 - c. Use of Site.
 - d. Work Restrictions.
 - e. Substitutions following award.

5. Schedule:
 - a. Project Schedule.
 - b. Contract Time.
6. Site/facility visit or walkthrough.
7. Post-Meeting Addendum.

D. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes to attendees and others known by the issuing office to have received a complete set of Procurement and Contracting Documents. Minutes of meeting are issued as Available Information and do not constitute a modification to the Procurement and Contracting Documents. Modifications to the Procurement and Contracting Documents are issued by written Addendum only.

1. Sign-in Sheet: Minutes will include list of meeting attendees.

END OF DOCUMENT 002513

DOCUMENT 004313 - BID SECURITY FORMS

1.1 BID FORM SUPPLEMENT

- A. A completed bid bond form for the value of 5% of the value of the bid is required to be attached to the Bid Form.

1.2 BID BOND FORM

- A. AIA Document A310, "Bid Bond," is the recommended form for a bid bond. A bid bond acceptable to Owner, or other bid security as described in the Instructions to Bidders, is required to be attached to the Bid Form as a supplement.
- B. Copies of AIA standard forms may be obtained from The American Institute of Architects; www.aia.org/contractdocs/purchase/index.htm; email: docspurchases@aia.org; (800) 942-7732.

END OF DOCUMENT 004313

DOCUMENT 004393 - BID SUBMITTAL CHECKLIST

1.1 BID INFORMATION

- A. Bidder: _____.
- B. Prime Contract: _____.
- C. Project Name: Barrier Free Renovations for the Ypsilanti Charter Township Civic Center.
- D. Project Location: 2100 S Huron River Drive, Ypsilanti, MI.
- E. Owner: Ypsilanti Charter Township.
- F. Architect: HOPPE Design, LLC.
- G. Architect Project Number: 1708.

1.2 BIDDER'S CHECKLIST

- A. In an effort to assist the Bidder in properly completing all documentation required, the following checklist is provided for the Bidder's convenience. The Bidder is solely responsible for verifying compliance with bid submittal requirements.
- B. Attach this completed checklist to the outside of the Submittal envelope.
 - 1. Used the Bid Form provided in the Project Manual.
 - 2. Prepared the Bid Form as required by the Instructions to Bidders.
 - 3. Indicated on the Bid Form the Addenda received.
 - 4. Attached to the Bid Form: Bid Supplement Form - Allowances.
 - 5. Attached to the Bid Form: Bid Supplement Form - Unit Prices.
 - 6. Attached to the Bid Form: Bid Supplement Form - Alternates.
 - 7. Attached to the Bid Form: Proposed Schedule of Values Form.
 - 8. Attached to the Bid Form: Bid Bond OR a certified check for the amount required.
 - 9. Bid envelope shows name and address of the Bidder.
 - 10. Bid envelope shows the Bidder's Contractor's License Number.
 - 11. Bid envelope shows name of Project being bid.
 - 12. Bid envelope shows time and day of Bid Opening.
 - 13. Verified that the Bidder can provide executed Performance Bond and Labor and Material Bond.
 - 14. Verified that the Bidder can provide Certificates of Insurance in the amounts indicated.

END OF DOCUMENT 004393

DOCUMENT 006000 - PROJECT FORMS

1.1 FORM OF AGREEMENT AND GENERAL CONDITIONS

- A. The following form of Owner/Contractor Agreement and form of the General Conditions shall be used for Project:
 - 1. AIA Document A105, "Standard Form of Agreement between Owner and Contractor for a Small Project, Where the Basis of Payment Is a Stipulated Sum."
 - a. The General Conditions for Project are AIA Document A205, "General Conditions of the Contract for Construction of a Small Project."
 - 2. The General Conditions are incorporated by reference.

1.2 ADMINISTRATIVE FORMS

- A. Administrative Forms: Additional administrative forms are specified in Division 01 General Requirements.
- B. Copies of AIA standard forms may be obtained from the American Institute of Architects; <http://www.aia.org/contractdocs/purchase/index.htm>; docspurchases@aia.org; (800) 942-7732.
- C. Preconstruction Forms:
 - 1. Form of Performance Bond and Labor and Material Bond: AIA Document A312, "Performance Bond and Payment Bond."
 - 2. Form of Certificate of Insurance: AIA Document G715, "Supplemental Attachment for ACORD Certificate of Insurance 25-S."
- D. Information and Modification Forms:
 - 1. Form for Requests for Information (RFIs): AIA Document G716, "Request for Information (RFI)."
 - 2. Form of Request for Proposal: AIA Document G709, "Work Changes Proposal Request."
 - 3. Change Order Form: AIA Document G701, "Change Order."
 - 4. Form of Architect's Memorandum for Minor Changes in the Work: AIA Document G707, "Architect's Supplemental Instructions."
 - 5. Form of Change Directive: AIA Document G714, "Construction Change Directive."
- E. Payment Forms:
 - 1. Schedule of Values Form: AIA Document G703, "Continuation Sheet."
 - 2. Payment Application: AIA Document G702/703, "Application and Certificate for Payment and Continuation Sheet."
 - 3. Form of Contractor's Affidavit: AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 - 4. Form of Affidavit of Release of Liens: AIA Document G706A, "Contractor's Affidavit of Payment of Release of Liens."

5. Form of Consent of Surety: AIA Document G707, "Consent of Surety to Final Payment."

END OF DOCUMENT 006000

SECTION 010000 – SUPPLEMENTARY CONDITIONS

PART 1 - GENERAL

CERTIFICATE OF INSURANCE

During the term of the contract, the general contractor shall, at his own expense, purchase and maintain the following insurance from companies properly licensed to conduct business in the state of the project and satisfactory to the owner as provided for in the General Conditions. The liability insurance required shall be written to include the owner and the architect as additional insured. The policies shall state *“The Charter Township of Ypsilanti and it’s past, present and future elected officials, appointed commissions and boards, agents and employees and Wayde C. Hoppe, Architect and his consultants shall be additional named insureds with respect to the services provided under this contract.”* A certificate of insurance shall be submitted to the owner prior to commencement of work and shall include the following coverage amounts as approved by the owner. 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 the architect, 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:

Workers Compensation including Occupational Disease and Employer’s Liability Insurance: 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.

- A. Statutory- Amounts and coverage as required by the State of the project location, including provisions for voluntary benefits as required in labor union agreements and including the “All States” endorsement.
- B. Employer’s Liability- At least \$500,000.00 each occurrence.

Comprehensive General Liability including coverage for Premises Operations, Independent Contractors, Products, and Completed Operations, Contractual Liability and Broad Form Property Damage including Completed Operations with limits not less than those stated below. The insurance provider shall be required in the policy to notify the owner in writing 60 days prior to change of coverage, cancellation or non-renewal of coverage. 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:

- All premises and operations.
- Explosion, collapse and underground damage.
- Contractor's Protective coverage for independent contractors or subcontractors employed by him.
- Contractual Liability for the obligation assumed in the Indemnification or Hold Harmless agreement.
- The usual Personal Injury Liability endorsement with no exclusions pertaining to employment.
- Products and Completed Operations coverage. This coverage shall extend through the contract guarantee period.

1. Bodily Injury including Personal Injury Liability
 - \$1,000,000.00 each occurrence.
 - \$2,000,000.00 aggregate.
 - Property Damage including Completed Operations Broad Form
 - \$1,000,000.00 each occurrence.
 - \$2,000,000.00 aggregate.
 - Contractual Liability (Hold Harmless coverage)
 - \$1,000,000.00 each occurrence: Bodily Injury
 - \$2,000,000.00 each occurrence: Property Damage
 - \$2,000,000.00 aggregate: Property Damage

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 including residual liability coverage. 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. Provide coverage with limits not less than those stated below.

1. Bodily Injury Liability
 - \$1,000,000.00 each occurrence.
 - \$1,000,000.00 each person.
2. Property Damage Liability
 - \$1,000,000.00 each occurrence.

Liability Insurance may be arranged by Comprehensive General Liability and Comprehensive Automobile Liability Insurance policies for the full limits required or by a combination of underlying Comprehensive Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy. The owner or its representative may, for certain projects, require limits higher than those stated below. 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.

1. Provide Umbrella Excess Liability in the amount of \$2,000,000.00 over primary insurance.

LIABILITY OF CONTRACTOR

- A. 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.

- B. 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.

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.

PROTECTIVE LIABILITY

Contractor will purchase for the owner an Owner's Protective Liability policy to protect the owner; the architect; 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. Such coverage shall have the following limits: Bodily Injury: \$1,000,000 each occurrence; Property Damage: \$1,000,000 each occurrence.

BUILDERS RISK INSTALLATION FLOATER

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 the architect, 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.

EVIDENCE OF COVERAGE

Prior to the commencement of work, the contractor shall furnish to the owner, Certificates of Insurance in force. 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.

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 in which the project will be conducted. 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.

NOTICE OF COMMENCEMENT

Before commencement of actual physical improvements to the property, the Owner shall

record a Notice of Commencement in the Office of the Registrar of Deeds. It will be the responsibility of the subcontractor or supplier to serve a notice of furnishing upon the Owner.

DIMENSIONS

All contractors shall verify dimensions in the field. All contractors and suppliers shall verify the dimensions on the drawings with the site conditions. Report to the Architect any discrepancies found on the drawings. The drawings are not intended to be scaled for rough or finish measurements nor to serve as field shop drawings.

PERMITS, PERMIT & HOOKUP FEES

Service and/or hookup fees as required by servicing utilities for the project shall be paid by Contractor.

Copies of permits and final inspection certificates shall be submitted to the architect.

SAFETY REQUIREMENTS

Maintenance and observance of safety standards shall be the responsibility of the Contractor and each Subcontractor, who shall designate a responsible person to be alert for and make recommendations regarding job safety. Enforce and abide by the provisions of the Occupational Safety and Health Act (OSHA). The electrical contractor shall maintain the owner's lock-out policy while working on electrical systems.

SUBCONTRACTORS AND SUPPLIERS

The contractor is responsible to comply with all local, state and federal labor laws. The contractor is to ensure that all subcontractors and suppliers used to compose his bid comply with all local, state and federal labor laws. The bidder is encouraged to solicit proposals from subcontractors and suppliers located within a ten mile radius of the project site.

OSHA'S HAZCOM STANDARD

The Contractor and Subcontractors shall comply with the Occupational Safety and Health Administration's (OSHA) Hazard Communications Standard (HCS) also called HazCom. A written record of all "Hazardous Chemicals" shall be kept and displayed on the worksite per the standard. The Contractor shall also comply with all State Occupational Safety Health Requirements.

ASBESTOS

- A. No asbestos containing materials shall be installed under this contract. The Contractor shall submit a letter at project completion stating to the best of his knowledge no asbestos was installed on the project.
- B. The Contractor shall comply with current EPA regulations on asbestos, National Emission Standards for Asbestos, requirements of AHERA, and all applicable Federal, State and local government regulations. All costs shall be borne by Contractor causing damage.
- C. On demolition projects, the Contractor shall have at least one individual on site at all times who has current 8 hour minimum training in asbestos awareness and can remove nonfriable asbestos.

LEAD PAINT

- A. Contractor is responsible for any lead surveys of existing facilities needed to perform the renovating modifications under this contract.
- B. No lead paint shall be provided under this contract. The Contractor shall submit a letter at project completion stating to the best of his knowledge no lead paint was provided by these contracts.
- C. On demolition projects, the Contractor shall have at least one individual on site at all times who has current EPA certification as an Abatement Supervisor or Abatement Worker.

CONFINED SPACES

Contractor shall comply with OSHA regulation 29 CFR 1910.146. Contractor shall secure all permits required to enter confined spaces and provide training to all employees assigned to confined space entry duties.

MINIMUM WAGE REQUIREMENTS

The owner has specific minimum wage requirements that are shown as follows: Davis Bacon prevailing wages. Wages shall comply with the Township's ordinance no. 69 and the Township's Living Wage Ordinance.

BONDING

The successful bidder will be required to furnish a Performance bond and Labor and Material (Maintenance) bond, each for 100% of the contract amount.

NO SMOKING

While under construction, the building is a no smoking zone and it shall be enforced by the Contractor/Subcontractors.

END OF SECTION 010000

SECTION 010050 - PROPOSAL FORM

PART 1 - GENERAL

Name of Bidder: _____

Address: _____

Telephone: _____

Projects: Barrier Free Renovations for the Ypsilanti Charter Township Civic Center

Project No. 1708

Bid Due: October 4, 2017 at 3 PM Eastern Standard Time at the office of the Township Civic Center, 7200 S Huron River Drive, Ypsilanti, MI.

Owner: Ypsilanti Charter Township
7200 S. Huron River Drive
Ypsilanti, MI

Architect: **HOPPE Design, LLC**
47032 McBride
Belleville, MI 48111
p. 734.218.2492

1.1 PROPOSALS

- A. Pursuant to and in compliance with your instructions to bidders and contract documents for the above named project, the undersigned agrees to enter into an agreement with the owner to complete the project in accordance with the said contract documents and this proposal for the sum stated below
- B. The undersigned hereby acknowledges that his proposal, as stated below, includes all the labor, equipment, supervision, and services required and only those materials as called for in the contract documents, of which this proposal is a part.
- C. The undersigned acknowledges that he has carefully examined the drawings and specifications and visited the site to fully inform himself of all existing conditions and limitations, and that his proposal includes a sum to cover the cost of all items included in the contract.
- D. The undersigned further agrees to commence work on the project the first working day following the receipt of the Notice of Award, or on a date mutually agreed upon between the Owner and the undersigned.
- E. The undersigned agrees to coordinate and perform all work necessary to properly schedule and complete the project under the general, mechanical, and electrical sections of the contract.
- F. Submit two copies of this form.

1.2 BIDDERS QUALIFICATIONS

- A. The Owner may make such investigation as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish all such information as requested by the Owner within 24 hours of request. The Owner reserves the right, based on the advice of the Architect, to reject any bid if, in the opinion of the Owner, the bidder fails to prove to the owner's satisfaction that such bidder is properly qualified to carry out the obligations of the contract and to complete the work as described in the construction documents. Each bidder shall be required to submit American Institute of Architects A305 Contractors Qualification Statement with His proposal. The bidder shall submit a description of all work to be performed by the bidder simultaneously with the Owner's project.

BASE BID:

The Base Proposal Contract Sum is:

_____ Dollars (\$ _____)

TIME OF COMPLETION

The undersigned agrees to complete the total work and achieve substantial completion and to deliver a certificate of occupancy within _____ consecutive calendar days after the date of the notice of commencement.

CHANGES IN THE WORK

For authorized changes in the work involving additions to or deductions from the contract price, the bidder agrees to perform or delete such authorized work at net cost to him plus the following percentages of net costs. Percentages shall include all charges for supervision, overhead, and profit. Net costs shall be considered to be all direct costs.

For work not under subcontract:

Involving Additions	_____	Percent
Involving Deductions	_____	Percent

For work under subcontract:

Involving Additions	_____	Percent
Involving Deductions	_____	Percent

PROPOSAL GUARANTEE

Accompanying this proposal is a proposal guarantee, as required, consisting of five percent (5%) of the total proposal. The proposal guarantee may be in the form of a bond from a bonding company or as a cashier's check made out to the Charter Township of Ypsilanti.

SUBCONTRACTORS

The undersigned has submitted with this proposal a complete list of the subcontractors whose sub-bids were used to compile this proposal.

ALTERNATES

The bidder agrees to perform the following alternate work as described below in accordance with the contract documents for the following sums to be added to or deducted from the base bid. Failure to include prices for alternates shall be interpreted to mean that no change in price will result from the addition or deletion of the alternate work.

Alternate No. 1: None issued.

Add/Deduct _____ Dollars (_____)

Change in time of completion: _____ Days

UNIT PRICES

Should the undersigned be required to perform work in addition to that required by the contract documents, or should he or she be required to omit work required by the contract documents, the contract amount shall be adjusted according to the unit prices quoted below. Prices quoted shall include all charges of the undersigned, including overhead, profit and taxes. The unit prices quoted herein shall be used during the duration of the project beginning with the signing of the Agreement and until the issuance of the Certificate of Substantial Completion by the Architect.

Unit Price No. 1: None issued.

Add/Deduct _____ Dollars (_____)

ALLOWANCES

The Contractor is to include the following allowances in his base bid per Section Allowances.

- 1. None issued.

ADDENDA

If any addenda to the documents have been received during the bidding period, the bidder shall fill in their number and dates which acknowledges his having received same and included them in this proposal.

Addendum No.: Dated: _____

Addendum No.: Dated: _____

Addendum No.: Dated: _____

ACCEPTANCE OF PROPOSAL

The undersigned agrees to execute a contract for work covered by this proposal, provided that he is notified of its acceptance within ninety days after the opening of proposals.

Name of Bidder: _____
(Print Name)

By: _____
(Signature)

Date: _____

END OF SECTION 010050

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Access to site.
4. Coordination with occupants.
5. Work restrictions.
6. Specification and Drawing conventions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

A. Project Identification: Barrier Free Renovations for the Ypsilanti Charter Township Civic Center.

1. Project Location: 7200 S Huron River Drive.

B. Owner: Ypsilanti Charter Township.

1. Owner's Representative: Jeff Allen.

C. Architect: Wayde Hoppe, HOPPE Design, LLC.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Removal and replacement of three sections of counters to provide barrier free access: removal and reinstallation of three seats in the boardroom to provide barrier free access: replacement of door hardware at the boardroom entry doors to provide barrier free access; and other Work indicated in the Contract Documents.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.4 ACCESS TO SITE

- A. 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. Driveways, Walkways, and Entrances: Keep driveways 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 for storage of materials.
- B. 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.

1.5 COORDINATION WITH 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.

1.6 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. On-Site Work Hours: Limit work in the existing building to normal business working hours of 9 a.m. to 4 p.m., Monday through Friday, unless otherwise indicated.
- C. 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 Architect's written permission before proceeding with utility interruptions.
- D. Restricted Substances: Use of tobacco products and other controlled substances on Project site is not permitted.

1.7 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
 - 1. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.2 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.3 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
 - b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.

- e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.4 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.5 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

1.6 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
- a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. 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.
- B. Substitutions for Convenience: Not allowed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.2 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within 10 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include costs of labor and supervision directly attributable to the change.
 - 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

1.3 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Change Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
 - 1. Arrange schedule of values consistent with format of AIA Document G703.
 - 2. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
 - 3. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site.
 - 4. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
 - 5. Overhead Costs: Include total cost and proportionate share of general overhead and profit for each line item.
 - 6. Overhead Costs: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.
 - 7. Closeout Costs. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
 - 8. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
- B. Payment Application Times: Submit Application for Payment to Architect by the fifteenth of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
 - 1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt. One copy shall include waivers of lien, sworn statement by general contractor and similar attachments if required.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
 - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit conditional final or full waivers.
 - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 - 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 - 5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner. Lien waivers shall be unconditional waivers. Conditional waivers will not be accepted.

- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Products list (preliminary if not final).
 5. Sustainable design action plans, including preliminary project materials cost data.
 6. Schedule of unit prices.
 7. Submittal schedule (preliminary if not final).
 8. List of Contractor's staff assignments.
 9. List of Contractor's principal consultants.
 10. Copies of building permits.
 11. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 12. Initial progress report.
 13. Report of preconstruction conference.
 14. Certificates of insurance and insurance policies.
 15. Performance and payment bonds.
 16. Data needed to acquire Owner's insurance.
- H. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706.
 5. AIA Document G706A.
 6. AIA Document G707.
 7. Evidence that claims have been settled.
 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submittals.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.3 SUBMITTAL FORMATS

A. Submittal Information: Include the following information in each submittal:

1. Project name.
2. Date.
3. Name of Architect.
4. Name of Construction Manager.
5. Name of Contractor.
6. Name of firm or entity that prepared submittal.
7. Names of subcontractor, manufacturer, and supplier.
8. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier; and alphanumeric suffix for resubmittals.
9. Category and type of submittal.
10. Submittal purpose and description.
11. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
12. Drawing number and detail references, as appropriate.
13. Indication of full or partial submittal.
14. Location(s) where product is to be installed, as appropriate.
15. Other necessary identification.
16. Remarks.
17. Signature of transmitter.

- B. Options: Identify options requiring selection by Architect.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. PDF Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

1.4 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Email: Prepare submittals as PDF package, and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Resubmittal Review: Allow 15 days for review of each resubmittal.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

1.5 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams that show factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before Shop Drawings, and before or concurrent with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 2. Paper Sheet Size: Except for templates, patterns, and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
- C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other materials.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.

2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
 - a. Project name and submittal number.
 - b. Generic description of Sample.
 - c. Product name and name of manufacturer.
 - d. Sample source.
 - e. Number and title of applicable Specification Section.
 - f. Specification paragraph number and generic name of each item.
 3. Paper Transmittal: Include paper transmittal including complete submittal information indicated.
 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
 6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record Sample.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.
- G. Certificates:
 - 1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
 - 2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
 - 3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
 - 4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
 - 5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- H. Test and Research Reports:
 - 1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
 - 2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
 - 3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
 - 4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
 - 5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
 - 6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - a. Name of evaluation organization.

- b. Date of evaluation.
- c. Time period when report is in effect.
- d. Product and manufacturers' names.
- e. Description of product.
- f. Test procedures and results.
- g. Limitations of use.

1.6 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
 - 1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

1.7 ARCHITECT'S REVIEW

- A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return it.
 - 1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action.

Paper Submittals: Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Architect will discard submittals received from sources other than Contractor.
- F. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 2. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.2 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Tests: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- E. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

- F. Source Quality-Control Tests: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- I. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect.

1.3 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1.4 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements are specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for direction before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 ACTION SUBMITTALS

- A. Delegated-Design Services Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

1.6 INFORMATIONAL SUBMITTALS

- A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility submitted to authorities having jurisdiction before starting work on the following systems:
 - 1. Seismic-force-resisting system, designated seismic system, or component listed in the Statement of Special Inspections.
 - 2. Main wind-force-resisting system or a wind-resisting component listed in the Statement of Special Inspections.
- B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- C. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

1.7 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, telephone number, and email address of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample taking and testing and inspection.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
 - 1. Statement on condition of substrates and their acceptability for installation of product.
 - 2. Statement that products at Project site comply with requirements.
 - 3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.

4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 5. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Statement that equipment complies with requirements.
 2. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 3. Other required items indicated in individual Specification Sections.

1.8 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

- H. **Manufacturer's Technical Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. **Factory-Authorized Service Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
 - 1. **Testing Agency Responsibilities:** Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.9 QUALITY CONTROL

- A. **Owner Responsibilities:** Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
 - 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. **Contractor Responsibilities:** Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
 - 1. Engage a qualified testing agency to perform quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 - 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.
 - 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 - 4. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 - 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. **Retesting/Reinspecting:** Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

- D. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform duties of Contractor.
- E. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."
- F. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- G. Associated Contractor Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 6. Security and protection for samples and for testing and inspection equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
 - 1. Date test or inspection was conducted.
 - 2. Description of the Work tested or inspected.
 - 3. Date test or inspection results were transmitted to Architect.
 - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.
 - 1. Submit log at Project closeout as part of Project Record Documents.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspection, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.3 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."

B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

1. AABC - Associated Air Balance Council; www.aabc.com.
2. AAMA - American Architectural Manufacturers Association; www.aamanet.org.
3. AAPFCO - Association of American Plant Food Control Officials; www.aapfco.org.
4. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
5. AATCC - American Association of Textile Chemists and Colorists; www.aatcc.org.
6. ABMA - American Bearing Manufacturers Association; www.americanbearings.org.
7. ABMA - American Boiler Manufacturers Association; www.abma.com.
8. ACI - American Concrete Institute; (Formerly: ACI International); www.concrete.org
9. ACPA - American Concrete Pipe Association; www.concrete-pipe.org.
10. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
11. AF&PA - American Forest & Paper Association; www.afandpa.org.
12. AGA - American Gas Association; www.aga.org.
13. AHAM - Association of Home Appliance Manufacturers; www.aham.org.
14. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
15. AI - Asphalt Institute; www.asphaltinstitute.org.
16. AIA - American Institute of Architects (The); www.aia.org.
17. AISC - American Institute of Steel Construction; www.aisc.org.
18. AISI - American Iron and Steel Institute; www.steel.org.
19. AITC - American Institute of Timber Construction; www.aitc-glulam.org.
20. AMCA - Air Movement and Control Association International, Inc.; www.amca.org.
21. ANSI - American National Standards Institute; www.ansi.org.
22. AOSA - Association of Official Seed Analysts, Inc.; www.aosaseed.com.
23. APA - APA - The Engineered Wood Association; www.apawood.org.
24. APA - Architectural Precast Association; www.archprecast.org.
25. API - American Petroleum Institute; www.api.org.
26. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
27. ARI - American Refrigeration Institute; (See AHRI).
28. ARMA - Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.
29. ASCE - American Society of Civil Engineers; www.asce.org.
30. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
31. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.
32. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
33. ASSE - American Society of Safety Engineers (The); www.asse.org.

34. ASSE - American Society of Sanitary Engineering; www.asse-plumbing.org.
35. ASTM - ASTM International; www.astm.org.
36. ATIS - Alliance for Telecommunications Industry Solutions; www.atis.org.
37. AWEA - American Wind Energy Association; www.awea.org.
38. AWI - Architectural Woodwork Institute; www.awinet.org.
39. AWMAC - Architectural Woodwork Manufacturers Association of Canada; www.awmac.com.
40. AWPA - American Wood Protection Association; www.awpa.com.
41. AWS - American Welding Society; www.aws.org.
42. AWWA - American Water Works Association; www.awwa.org.
43. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
44. BIA - Brick Industry Association (The); www.gobrick.com.
45. BICSI - BICSI, Inc.; www.bicsi.org.
46. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); www.bifma.org.
47. BISSC - Baking Industry Sanitation Standards Committee; www.bissc.org.
48. BWF - Badminton World Federation; (Formerly: International Badminton Federation); www.bissc.org.
49. CDA - Copper Development Association; www.copper.org.
50. CE - Conformite Europeenne; <http://ec.europa.eu/growth/single-market/ce-marking/>
51. CEA - Canadian Electricity Association; www.electricity.ca.
52. CEA - Consumer Electronics Association; www.ce.org.
53. CFFA - Chemical Fabrics and Film Association, Inc.; www.chemicalfabricsandfilm.com.
54. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
55. CGA - Compressed Gas Association; www.cganet.com.
56. CIMA - Cellulose Insulation Manufacturers Association; www.cellulose.org.
57. CISCA - Ceilings & Interior Systems Construction Association; www.cisca.org.
58. CISPI - Cast Iron Soil Pipe Institute; www.cispi.org.
59. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
60. CPA - Composite Panel Association; www.pbmdf.com.
61. CRI - Carpet and Rug Institute (The); www.carpet-rug.org.
62. CRRC - Cool Roof Rating Council; www.coolroofs.org.
63. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
64. CSA - Canadian Standards Association; www.csa.ca.
65. CSA - CSA International; (Formerly: IAS - International Approval Services); www.csa-international.org.
66. CSI - Construction Specifications Institute (The); www.csinet.org.
67. CSSB - Cedar Shake & Shingle Bureau; www.cedarbureau.org.
68. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.cti.org.
69. CWC - Composite Wood Council; (See CPA).
70. DASMA - Door and Access Systems Manufacturers Association; www.dasma.com.
71. DHI - Door and Hardware Institute; www.dhi.org.
72. ECA - Electronic Components Association; (See ECIA).
73. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
74. ECIA - Electronic Components Industry Association; www.eciaonline.org.
75. EIA - Electronic Industries Alliance; (See TIA).
76. EIMA - EIFS Industry Members Association; www.eima.com.
77. EJMA - Expansion Joint Manufacturers Association, Inc.; www.ejma.org.
78. ESD - ESD Association; (Electrostatic Discharge Association); www.esda.org.
79. ESTA - Entertainment Services and Technology Association; (See PLASA).
80. ETL - Intertek (See Intertek); www.intertek.com.

81. EVO - Efficiency Valuation Organization; www.evo-world.org.
82. FCI - Fluid Controls Institute; www.fluidcontrolsinstitute.org.
83. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
84. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
85. FM Approvals - FM Approvals LLC; www.fmglobal.com.
86. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
87. FRSA - Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.; www.floridarooft.com.
88. FSA - Fluid Sealing Association; www.fluidsealing.com.
89. FSC - Forest Stewardship Council U.S.; www.fscus.org.
90. GA - Gypsum Association; www.gypsum.org.
91. GANA - Glass Association of North America; www.glasswebsite.com.
92. GS - Green Seal; www.greenseal.org.
93. HI - Hydraulic Institute; www.pumps.org.
94. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
95. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
96. HPVA - Hardwood Plywood & Veneer Association; www.hpva.org.
97. HPW - H. P. White Laboratory, Inc.; www.hpwhite.com.
98. IAPSC - International Association of Professional Security Consultants; www.iapsc.org.
99. IAS - International Accreditation Service; www.iasonline.org.
100. IAS - International Approval Services; (See CSA).
101. ICBO - International Conference of Building Officials; (See ICC).
102. ICC - International Code Council; www.iccsafe.org.
103. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.
104. ICPA - International Cast Polymer Alliance; www.icpa-hq.org.
105. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
106. IEC - International Electrotechnical Commission; www.iec.ch.
107. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
108. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
109. IESNA - Illuminating Engineering Society of North America; (See IES).
110. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
111. IGMA - Insulating Glass Manufacturers Alliance; www.igmaonline.org.
112. IGSHPA - International Ground Source Heat Pump Association; www.igshpa.okstate.edu.
113. ILI - Indiana Limestone Institute of America, Inc.; www.iliai.com.
114. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); www.intertek.com.
115. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); www.isa.org.
116. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
117. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.
118. ISO - International Organization for Standardization; www.iso.org.
119. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
120. ITU - International Telecommunication Union; www.itu.int/home.
121. KCMA - Kitchen Cabinet Manufacturers Association; www.kcma.org.
122. LMA - Laminating Materials Association; (See CPA).
123. LPI - Lightning Protection Institute; www.lightning.org.

124. MBMA - Metal Building Manufacturers Association; www.mbma.com.
125. MCA - Metal Construction Association; www.metalconstruction.org.
126. MFMA - Maple Flooring Manufacturers Association, Inc.; www.maplefloor.org.
127. MFMA - Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
128. MHIA - Material Handling Industry of America; www.mhia.org.
129. MIA - Marble Institute of America; www.marble-institute.com.
130. MMPA - Moulding & Millwork Producers Association; www.wmmpa.com.
131. MPI - Master Painters Institute; www.paintinfo.com.
132. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; www.mss-hq.org.
133. NAAMM - National Association of Architectural Metal Manufacturers; www.naamm.org.
134. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
135. NADCA - National Air Duct Cleaners Association; www.nadca.com.
136. NAIMA - North American Insulation Manufacturers Association; www.naima.org.
137. NBGQA - National Building Granite Quarries Association, Inc.; www.nbgqa.com.
138. NBI - New Buildings Institute; www.newbuildings.org.
139. NCAA - National Collegiate Athletic Association (The); www.ncaa.org.
140. NCMA - National Concrete Masonry Association; www.ncma.org.
141. NEBB - National Environmental Balancing Bureau; www.nebb.org.
142. NECA - National Electrical Contractors Association; www.necanet.org.
143. NeLMA - Northeastern Lumber Manufacturers Association; www.nelma.org.
144. NEMA - National Electrical Manufacturers Association; www.nema.org.
145. NETA - InterNational Electrical Testing Association; www.netaworld.org.
146. NFHS - National Federation of State High School Associations; www.nfhs.org.
147. NFPA - National Fire Protection Association; www.nfpa.org.
148. NFPA - NFPA International; (See NFPA).
149. NFRC - National Fenestration Rating Council; www.nfrc.org.
150. NHLA - National Hardwood Lumber Association; www.nhla.com.
151. NLGA - National Lumber Grades Authority; www.nlga.org.
152. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
153. NOMMA - National Ornamental & Miscellaneous Metals Association; www.nomma.org.
154. NRCA - National Roofing Contractors Association; www.nrca.net.
155. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.
156. NSF - NSF International; www.nsf.org.
157. NSPE - National Society of Professional Engineers; www.nspe.org.
158. NSSGA - National Stone, Sand & Gravel Association; www.nssga.org.
159. NTMA - National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
160. NWFA - National Wood Flooring Association; www.nwfa.org.
161. PCI - Precast/Prestressed Concrete Institute; www.pci.org.
162. PDI - Plumbing & Drainage Institute; www.pdionline.org.
163. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); <http://www.plasa.org>.
164. RCSC - Research Council on Structural Connections; www.boltcouncil.org.
165. RFCI - Resilient Floor Covering Institute; www.rfci.com.
166. RIS - Redwood Inspection Service; www.redwoodinspection.com.
167. SAE - SAE International; www.sae.org.
168. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.
169. SDI - Steel Deck Institute; www.sdi.org.
170. SDI - Steel Door Institute; www.steeldoor.org.

171. SEFA - Scientific Equipment and Furniture Association (The); www.sefalabs.com.
172. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
173. SIA - Security Industry Association; www.siaonline.org.
174. SJI - Steel Joist Institute; www.steeljoist.org.
175. SMA - Screen Manufacturers Association; www.smainfo.org.
176. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
177. SMPTE - Society of Motion Picture and Television Engineers; www.smpte.org.
178. SPFA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
179. SPIB - Southern Pine Inspection Bureau; www.spib.org.
180. SPRI - Single Ply Roofing Industry; www.spri.org.
181. SRCC - Solar Rating & Certification Corporation; www.solar-rating.org.
182. SSINA - Specialty Steel Industry of North America; www.ssina.com.
183. SSPC - SSPC: The Society for Protective Coatings; www.sspc.org.
184. STI - Steel Tank Institute; www.steel tank.com.
185. SWI - Steel Window Institute; www.steelwindows.com.
186. SWPA - Submersible Wastewater Pump Association; www.swpa.org.
187. TCA - Tilt-Up Concrete Association; www.tilt-up.org.
188. TCNA - Tile Council of North America, Inc.; www.tileusa.com.
189. TEMA - Tubular Exchanger Manufacturers Association, Inc.; www.tema.org.
190. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
191. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
192. TMS - The Masonry Society; www.masonrysociety.org.
193. TPI - Truss Plate Institute; www.tpinst.org.
194. TPI - Turfgrass Producers International; www.turfgrasssod.org.
195. TRI - Tile Roofing Institute; www.tilerroofing.org.
196. UL - Underwriters Laboratories Inc.; <http://www.ul.com>.
197. UNI - Uni-Bell PVC Pipe Association; www.uni-bell.org.
198. USAV - USA Volleyball; www.usavolleyball.org.
199. USGBC - U.S. Green Building Council; www.usgbc.org.
200. USITT - United States Institute for Theatre Technology, Inc.; www.usitt.org.
201. WASTEC - Waste Equipment Technology Association; www.wastec.org.
202. WCLIB - West Coast Lumber Inspection Bureau; www.wclib.org.
203. WCMA - Window Covering Manufacturers Association; www.wcmanet.org.
204. WDMA - Window & Door Manufacturers Association; www.wdma.com.
205. WI - Woodwork Institute; www.wicnet.org.
206. WSRCA - Western States Roofing Contractors Association; www.wsrca.com.
207. WWPA - Western Wood Products Association; www.wwpa.org.

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

1. DIN - Deutsches Institut für Normung e.V.; www.din.de.
2. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
3. ICC - International Code Council; www.iccsafe.org.

4. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.

1. COE - Army Corps of Engineers; www.usace.army.mil.
2. CPSC - Consumer Product Safety Commission; www.cpsc.gov.
3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
4. DOD - Department of Defense; www.quicksearch.dla.mil.
5. DOE - Department of Energy; www.energy.gov.
6. EPA - Environmental Protection Agency; www.epa.gov.
7. FAA - Federal Aviation Administration; www.faa.gov.
8. FG - Federal Government Publications; www.gpo.gov/fdsys.
9. GSA - General Services Administration; www.gsa.gov.
10. HUD - Department of Housing and Urban Development; www.hud.gov.
11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; www.eetd.lbl.gov.
12. OSHA - Occupational Safety & Health Administration; www.osha.gov.
13. SD - Department of State; www.state.gov.
14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; www.trb.org.
15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
16. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.
17. USDOJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.
18. USP - U.S. Pharmacopeial Convention; www.usp.org.
19. USPS - United States Postal Service; www.usps.com.

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CFR - Code of Federal Regulations; Available from Government Printing Office; www.gpo.gov/fdsys.
2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; www.quicksearch.dla.mil.
3. DSCC - Defense Supply Center Columbus; (See FS).
4. FED-STD - Federal Standard; (See FS).
5. FS - Federal Specification; Available from DLA Document Services; www.quicksearch.dla.mil.
 - a. Available from Defense Standardization Program; www.dsp.dla.mil.
 - b. Available from General Services Administration; www.gsa.gov.
 - c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org/ccb.
6. MILSPEC - Military Specification and Standards; (See DOD).

7. USAB - United States Access Board; www.access-board.gov.
8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; www.bearhfti.ca.gov.
2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; www.calregs.com.
3. CDHS; California Department of Health Services; (See CDPH).
4. CDPH; California Department of Public Health; Indoor Air Quality Program; www.cal-iaq.org.
5. CPUC; California Public Utilities Commission; www.cpuc.ca.gov.
6. SCAQMD; South Coast Air Quality Management District; www.aqmd.gov.
7. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; www.txforestservation.tamu.edu.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
 - 1. Section 012500 "Substitution Procedures" for requests for substitutions.

1.2 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved by Architect through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.3 ACTION SUBMITTALS

- A. Comparable Product Request Submittal: Submit request for consideration of each comparable product. Identify basis-of-design product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.

2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Form of Architect's Approval of Submittal: As specified in Section 013300 "Submittal Procedures."
 - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

1.4 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
 1. Store products to allow for inspection and measurement of quantity or counting of units.
 2. Store materials in a manner that will not endanger Project structure.
 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
 5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.

6. Protect stored products from damage and liquids from freezing.

1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Architect will make selection.
 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
- B. Product Selection Procedures:
 1. Sole Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

- a. Sole product may be indicated by the phrase: "Subject to compliance with requirements, provide the following: ..."
2. Sole Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - a. Sole manufacturer/source may be indicated by the phrase: "Subject to compliance with requirements, provide products by the following: ..."
3. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - a. Limited list of products may be indicated by the phrase: "Subject to compliance with requirements, provide one of the following: ..."
4. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, which complies with requirements.
 - a. Non-limited list of products is indicated by the phrase: "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following: ..."
5. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - a. Limited list of manufacturers is indicated by the phrase: "Subject to compliance with requirements, provide products by one of the following: ..."
6. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, which complies with requirements.
 - a. Non-limited list of manufacturers is indicated by the phrase: "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following: ..."
7. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

- a. For approval of products by unnamed manufacturers, comply with requirements in Section 012500 "Substitution Procedures" for substitutions for convenience.
- C. Visual Matching Specification: Where Specifications require "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
 - 1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration of Comparable Products: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
 - 1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant product qualities include attributes such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
 - 2. Evidence that proposed product provides specified warranty.
 - 3. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 - 4. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at final completion.

1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

1.4 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.

3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by. Label with manufacturer's name and model number.
 5. Submit testing, adjusting, and balancing records.
 6. Submit sustainable design submittals not previously submitted.
 7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 3. Complete startup and testing of systems and equipment.
 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
 6. Advise Owner of changeover in utility services.
 7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 9. Complete final cleaning requirements.
 10. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1.5 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.

3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1.6 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Submit list of incomplete items in the following format:
 - a. MS Excel electronic file. Architect will return annotated file.

1.7 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Warranties in Paper Form:
1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original condition.
 - b. Remove debris and surface dust from limited access spaces.
 - c. Sweep concrete floors broom clean.
 - d. Vacuum carpet and similar soft surfaces, removing debris; clean according to manufacturer's recommendations if visible soil or stains remain.
 - e. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - f. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
 - g. Leave Project clean and ready for occupancy.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations, before requesting inspection for determination of Substantial Completion.
- B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

END OF SECTION 017700

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.

1.2 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.3 INFORMATIONAL SUBMITTALS

A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for dust control and, for noise control. Indicate proposed locations and construction of barriers.

B. Schedule of selective demolition activities with starting and ending dates for each activity.

1.4 FIELD CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

E. Storage or sale of removed items or materials on-site is not permitted.

- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.
- G. Arrange selective demolition schedule so as not to interfere with Owner's operations.

1.5 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Inventory and record the condition of items to be removed and salvaged.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
 - 2. Arrange to shut off utilities with utility companies.
 - 3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.

3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- B. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 3. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 - 4. Dispose of demolished items and materials promptly.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Salvaged Items:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 3. Store items in a secure area until delivery to Owner.
 - 4. Transport items to Owner's storage area on-site.
 - 5. Protect items from damage during transport and storage.
- D. Removed and Reinstalled Items:
 - 1. Clean and repair items to functional condition adequate for intended reuse.
 - 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 - 3. Protect items from damage during transport and storage.
 - 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 CLEANING

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
 - 4. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- B. Burning: Do not burn demolished materials.
- C. 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.

END OF SECTION 024119

SECTION 064116 - PLASTIC-LAMINATE-FACED ARCHITECTURAL CABINETS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Plastic-laminate-faced architectural cabinets.
2. Wood furring, blocking, shims, and hanging strips for installing plastic-laminate-faced architectural cabinets that are not concealed within other construction.

1.2 PREINSTALLATION MEETINGS

- ##### A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

- ##### A. Shop Drawings: For plastic-laminate-faced architectural cabinets.

1. Include plans, elevations, sections, and attachment details.
2. Apply AWI Quality Certification Program label to Shop Drawings.

- ##### B. Samples: For each exposed product and for each color and texture specified.

1.4 INFORMATIONAL SUBMITTALS

- ##### A. Quality Standard Compliance Certificates: AWI Quality Certification Program.

1.5 QUALITY ASSURANCE

- ##### A. Fabricator Qualifications: Shop that employs skilled workers who custom fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.

1. Shop Certification: AWI's Quality Certification Program accredited participant.

- ##### B. Installer Qualifications: Fabricator of products.

PART 2 - PRODUCTS

2.1 PLASTIC-LAMINATE-FACED ARCHITECTURAL CABINETS

- A. Quality Standard: Unless otherwise indicated, comply with the "Architectural Woodwork Standards" for grades of cabinets indicated for construction, finishes, installation, and other requirements.
 - 1. Provide inspections of fabrication and installation together with labels and certificates from AWI certification program indicating that woodwork complies with requirements of grades specified.
- B. Grade: Premium.
- C. Type of Construction: As shown on drawings.
- D. High-Pressure Decorative Laminate: NEMA LD 3, grades as indicated or if not indicated, as required by quality standard.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Formica Corporation.
 - b. Wilsonart.
- E. Laminate Cladding for Exposed Surfaces:
 - 1. Horizontal Surfaces: Grade HGS.
 - 2. Postformed Surfaces: Grade HGP.
 - 3. Vertical Surfaces: Grade VGS.
 - 4. Edges: Grade HGS.
 - 5. Pattern Direction: verify with owner.
- F. Concealed Backs of Panels with Exposed Plastic-Laminate Surfaces: High-pressure decorative laminate, NEMA LD 3, Grade BKL.
- G. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:
 - 1. Match existing.

2.2 WOOD MATERIALS

- A. Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of architectural cabinet and quality grade specified unless otherwise indicated.
 - 1. Wood Moisture Content: 5 to 10 percent.

- B. Composite Wood and Agrifiber Products: Provide materials that comply with requirements of referenced quality standard for each type of architectural cabinet and quality grade specified unless otherwise indicated.
1. Medium-Density Fiberboard (MDF): ANSI A208.2, Grade 130.
 2. Particleboard: ANSI A208.1, Grade M-2.
 3. Straw-Based Particleboard: ANSI A208.1, Grade M-2, except for density.
 4. Softwood Plywood: DOC PS 1, medium-density overlay.
 5. Thermoset Decorative Panels: Particleboard or MDF finished with thermally fused, melamine-impregnated decorative paper and complying with requirements of NEMA LD 3, Grade VGL, for Test Methods 3.3, 3.4, 3.6, 3.8, and 3.10.

2.3 CABINET HARDWARE AND ACCESSORIES

- A. General: Provide cabinet hardware and accessory materials associated with architectural cabinets except for items specified in Section 087100 "Door Hardware."
- B. Back-Mounted Pulls: BHMA A156.9, B02011.
- C. Wire Pulls: Back mounted, solid metal, 4 inches long, 5/16 inch in diameter.
- D. Door and Drawer Silencers: BHMA A156.16, L03011.
- E. Grommets for Cable Passage: 2-inch OD, molded-plastic grommets and matching plastic caps with slot for wire passage.
1. Color: Black.
- F. Exposed Hardware Finishes: For exposed hardware, provide finish that complies with BHMA A156.18 for BHMA finish number indicated.
1. Dark, Oxidized, Satin Bronze, Oil Rubbed: BHMA 613 for bronze base; BHMA 640 for steel base; match Architect's sample.
- G. For concealed hardware, provide manufacturer's standard finish that complies with product class requirements in BHMA A156.9.

2.4 MISCELLANEOUS MATERIALS

- A. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln-dried to less than 15 percent moisture content.
- B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide metal expansion sleeves or expansion bolts for post-installed anchors. Use nonferrous-metal or hot-dip galvanized anchors and inserts at inside face of exterior walls and at floors.
- C. Adhesive for Bonding Plastic Laminate: Unpigmented contact cement.
1. Adhesive for Bonding Edges: Hot-melt adhesive or adhesive specified above for faces.

2.5 FABRICATION

- A. Complete fabrication, including assembly and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.
- B. Shop-cut openings to maximum extent possible to receive hardware, appliances, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Before installation, condition cabinets to humidity conditions in installation areas for not less than 72 hours.
- B. Grade: Install cabinets to comply with quality standard grade of item to be installed.
- C. Anchor cabinets to anchors or blocking built in or directly attached to substrates. Secure with wafer-head cabinet installation screws.
- D. Install cabinets level, plumb, and true in line to a tolerance of 1/8 inch in 96 inches using concealed shims.
 - 1. Scribe and cut cabinets to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.
 - 2. Install cabinets without distortion so doors and drawers fit openings and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete installation of hardware and accessory items as indicated.
 - 3. Fasten wall cabinets through back, near top and bottom, and at ends not more than 16 inches o.c. with.

END OF SECTION 064116

SECTION 087100 - DOOR HARDWARE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Mechanical door hardware for the following:
 - a. Swinging doors.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product in each finish specified.

1.4 INFORMATIONAL SUBMITTALS

- A. Sample warranty.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Supplier of products and an employer of workers trained and approved by product manufacturers and of an Architectural Hardware Consultant who is available during the course of the Work to consult Contractor, Architect, and Owner about door hardware and keying.
 - 1. Scheduling Responsibility: Preparation of door hardware schedule.
- B. Architectural Hardware Consultant Qualifications: A person who is experienced in providing consulting services for door hardware installations that are comparable in material, design, and extent to that indicated for this Project and who is currently certified by DHI as an Architectural Hardware Consultant (AHC).

1.7 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Three years from date of Substantial Completion unless otherwise indicated below:
 - a. Exit Devices: Two years from date of Substantial Completion.
 - b. Manual Closers: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Rated Door Assemblies: Where fire-rated doors are indicated, provide door hardware complying with NFPA 80 that is listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at positive pressure according to NFPA 252 or UL 10C.
- B. Means of Egress Doors: Latches do not require more than 15 lbf to release the latch. Locks do not require use of a key, tool, or special knowledge for operation.
- C. Accessibility Requirements: For door hardware on doors in an accessible route, comply with the DOJ's "2010 ADA Standards for Accessible Design" and ICC A117.1.

2.2 SCHEDULED DOOR HARDWARE

- A. Provide products for each door that comply with requirements indicated in Part 2 and door hardware schedule.
 - 1. Door hardware is scheduled on Drawings.

2.3 SELF-CLOSING HINGES AND PIVOTS AT GATES

- A. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - 1. Stanley Commercial Hardware; a division of Stanley Security Solutions.

2.4 EXIT DEVICES AND AUXILIARY ITEMS

- A. Exit Devices and Auxiliary Items: BHMA A156.3.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - a. Allegion plc.

2.5 OPERATING TRIM

- A. Operating Trim: BHMA A156.6; bronze unless otherwise indicated.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - a. Allegion plc.

2.6 CONCEALED CLOSERS

- A. Concealed Closers: BHMA A156.4; rack-and-pinion hydraulic type with adjustable sweep and latch speeds controlled by key-operated valves. Comply with manufacturer's written instructions for size of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Provide factory-sized closers, adjustable to meet field conditions and requirements for opening force.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Allegion plc.
 - b. SARGENT Manufacturing Company; ASSA ABLOY.

2.7 FINISHES

- A. Provide finishes complying with BHMA A156.18 matching existing.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Mounting Heights: Mount door hardware units at heights indicated on Drawings unless otherwise indicated or required to comply with governing regulations.
 - 1. Standard Steel Doors and Frames: ANSI/SDI A250.8.
 - 2. Custom Steel Doors and Frames: HMMA 831.
 - 3. Wood Doors: DHI's "Recommended Locations for Architectural Hardware for Wood Flush Doors."
- B. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work. Do not install surface-mounted items until finishes have been completed on substrates involved.
- C. Hinges: Install types and in quantities indicated in door hardware schedule, but not fewer than the number recommended by manufacturer for application indicated or one hinge for every 30

inches of door height, whichever is more stringent, unless other equivalent means of support for door, such as spring hinges or pivots, are provided.

3.2 ADJUSTING

- A. Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements. Adjust closers to meet resistance required by barrier free accessibility standards.

END OF SECTION 087100

SECTION 096513 - RESILIENT BASE AND ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Vinyl base.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified.

PART 2 - PRODUCTS

2.1 VINYL BASE

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. Armstrong World Industries, Inc.
 - 2. Johnsonite; a Tarkett company.
 - 3. Roppe Corporation, USA.
- B. Product Standard: ASTM F 1861, Type TV (vinyl, thermoplastic).
 - 1. Group: I (solid, homogeneous).
 - 2. Style and Location:
 - a. Style B, Cove
- C. Minimum Thickness: 0.125 inch.
- D. Height: 4 inches.
- E. Lengths: Coils in manufacturer's standard length.
- F. Outside Corners: Job formed or preformed.
- G. Inside Corners: Job formed or preformed.
- H. Colors and Patterns: Match existing.

2.2 INSTALLATION MATERIALS

- A. Adhesives: Water-resistant type recommended by resilient-product manufacturer for resilient products and substrate conditions indicated.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.
- C. Do not install resilient products until materials are the same temperature as space where they are to be installed.
- D. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient products.

3.2 RESILIENT BASE INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practical without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.
- F. Preformed Corners: Install preformed corners before installing straight pieces.
- G. Job-Formed Corners:
 - 1. Outside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 3 inches in length.
 - a. Form without producing discoloration (whitening) at bends.
 - 2. Inside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 3 inches in length.
 - a. Miter or cope corners to minimize open joints.

3.3 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protecting resilient products.
- B. Cover resilient products subject to wear and foot traffic until Substantial Completion.

END OF SECTION 096513

SECTION 096816 - SHEET CARPETING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Tufted carpet.
2. Woven carpet.
3. Carpet cushion.

1.2 PREINSTALLATION MEETINGS

- ##### A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

- ##### A. Product Data: For each type of product.

- ##### B. Shop Drawings: For carpet installation, showing the following:

1. Carpet type, color, and dye lot.
2. Seam methods.
3. accessory strips.
4. Transition details to other flooring materials.
5. Type of carpet cushion.

- ##### C. Samples: For each exposed product and for each color and texture required.

1.4 INFORMATIONAL SUBMITTALS

- ##### A. Product test reports.

- ##### B. Sample warranties.

1.5 CLOSEOUT SUBMITTALS

- ##### A. Maintenance data.

1.6 WARRANTY

- ##### A. Special Warranty for Carpet: Manufacturer agrees to repair or replace components of carpet installation that fail in materials or workmanship within specified warranty period.

1. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 WOVEN CARPET

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 1. Mohawk Group (The); Mohawk Carpet, LLC.
 2. Tandus; a Tarkett company.
- B. Color: As selected by owner from manufacturer's full range.
- C. Pattern: As selected by owner from manufacturer's full range..
- D. Fiber Content: 80 percent wool; 20 percent nylon 6.
- E. Pile Characteristic: Level-loop pile.
- F. Backing: Manufacturer's standard: integrally poured cushion backing.
- G. Applied Treatments:
 1. Applied Soil-Resistance Treatment: Manufacturer's standard material.
 2. Antimicrobial Treatment: Manufacturer's standard material.
 - a. Antimicrobial Activity: Not less than 2-mm halo of inhibition for gram-positive bacteria, not less than 1-mm halo of inhibition for gram-negative bacteria, and no fungal growth, according to AATCC 174.

2.2 INSTALLATION ACCESSORIES

- A. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided or recommended by carpet manufacturer.
- B. Adhesives: Water-resistant, mildew-resistant, nonstaining type to suit products and subfloor conditions indicated, that complies with flammability requirements for installed carpet and is recommended or provided by carpet and carpet cushion manufacturers.
- C. Seam Adhesive: Hot-melt adhesive tape or similar product recommended by carpet manufacturer for sealing and taping seams and butting cut edges at backing to form secure seams and to prevent pile loss at seams.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Concrete Slabs:

1. Moisture Testing: Perform tests so that each test area does not exceed 200 sq. ft., and perform no fewer than three tests in each installation area and with test areas evenly spaced in installation areas.
 - a. Perform moisture tests recommended in writing by adhesive, carpet cushion, and carpet manufacturers. Proceed with installation only after substrates pass testing.

3.2 PREPARATION

- A. General: Comply with CRI's "CRI Carpet Installation Standard" and with carpet manufacturer's written installation instructions for preparing substrates.
- B. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes and depressions 1/8 inch wide or wider, and protrusions more than 1/32 inch, unless more stringent requirements are required by manufacturer's written instructions.
- C. Concrete Substrates: Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by adhesive, carpet, and carpet cushion manufacturers.
- D. Broom and vacuum clean substrates to be covered immediately before installing carpet.

3.3 CARPET INSTALLATION

- A. Comply with CRI's "CRI Carpet Installation Standard" and carpet and carpet cushion manufacturers' written installation instructions for the following:
 1. Direct-glue-down installation.
- B. Comply with carpet manufacturer's written instructions and Shop Drawings for seam locations and direction of carpet; maintain uniformity of carpet direction and lay of pile. At doorways, center seams under the door in closed position.
- C. Install as indicated on Drawings.
- D. Cut and fit carpet to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet manufacturer.
- E. Extend carpet into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.

- F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on carpet as marked on subfloor. Use nonpermanent, nonstaining marking device.
- G. Protect carpet against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods recommended in writing by carpet manufacturer and carpet cushion and adhesive manufacturers.

END OF SECTION 096816

BARRIER FREE RENOVATIONS FOR THE YPSILANTI CHARTER TOWNSHIP CIVIC CENTER

7200 S. HURON RIVER DRIVE
YPSILANTI, MI 48197

BARRIER FREE RENOVATIONS FOR THE
YPSILANTI CHARTER TOWNSHIP CIVIC CENTER
7200 S HURON RIVER DRIVE, YPSILANTI, MI 48197

PARCEL ID	DIRECTORY	DRAWING INDEX	AHJ SUBMITTAL
	ARCHITECT HOPPE DESIGN 47032 McBRIDE BELLEVILLE, MI 48111 734-218-2492 APPLICANT AND OWNER YPSILANTI CHARTER TOWNSHIP JEFFREY ALLEN 7200 S HURON RIVER DRIVE YPSILANTI, MI 48197 734-484-0073 LOCAL PLANNING AND ZONING YPSILANTI CHARTER TOWNSHIP	CIVIL DT TITLE SHEET ARCHITECTURAL A002 CODE REVIEW A101 FLOOR PLAN A401 DETAILS AND INTERIOR ELEVATIONS	

HOPPE DESIGN, LLC
47032 McBRIDE, BELLEVILLE, MI 48111
734-218-2492

REVISIONS

PROJECT: 1708
DATE: 8.7.17
DRAWN: WCH
CHECKED: WCH

TITLE SHEET

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DT

BUILDING CODE REVIEW

YPSILANTI TOWNSHIP CIVIC CENTER

BUILDING AND CODE INFORMATION

PROJECT DESCRIPTION	CIVIC CENTER WITH BOARDROOM
DESCRIPTION OF PROJECT INTENTION	EXISTING 16500 SF TWO STORY BUILDING: RENOVATIONS FOR BARRIER FREE COMPLIANCE
APPLICABLE CODES	
BUILDING	2015 MICHIGAN BUILDING CODE INTERNATIONAL FIRE CODE
ACCESSIBILITY	2009 ICC/ANSI A117.1 - ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES 2010 AMERICANS WITH DISABILITIES ACT
ENERGY CODE	ASHRAE 90.1, 2007
MECHANICAL	2015 MICHIGAN MECHANICAL CODE
PLUMBING	2015 MICHIGAN PLUMBING CODE
ELECTRICAL	2011 NFPA 70 NATIONAL ELECTRICAL CODE

BUILDING OCCUPANCY CHAPTER 3

B BUSINESS	OFFICE
A-3 ASSEMBLY	BOARDROOM
OCCUPANCY TYPE SEPARATION	2 HR FIRE BARRIER

BUILDING AREA CHAPTER 5

CODE-ALLOWABLE AREA PER FLOOR	
BASIC TABULAR AREA FOR USE GROUP B TYPE IIB	23000 SF
BASIC TABULAR AREA FOR USE GROUP A-3 TYPE IIB	9500 SF
TOTAL ALLOWABLE BUILDING AREA	32500 SF/FLOOR

PROPOSED BUILDING AREA	
A-3 ASSEMBLY	3120 SF
B BUSINESS: OFFICE	13380 SF PER FLOOR
TOTAL AREA	16500 SF PER FLOOR

BUILDING CONSTRUCTION CHAPTER 6

CONSTRUCTION TYPE	IIB
FIRE RESISTANCE RATINGS (TABLE 601)	
STRUCTURAL FRAME	0
EXTERIOR BEARING WALLS	0
INTERIOR BEARING WALLS	0
EXTERIOR NON-BEARING WALLS/PARTITIONS	0
INTERIOR NON-BEARING WALLS/PARTITIONS	0
FLOOR CONSTRUCTION	0
ROOF CONSTRUCTION	0

BUILDING CONSTRUCTION CHAPTER 7

FIRE-RESISTANCE RATED CONSTRUCTION
 FIRE BARRIER RATING 707.3.10 AND 707.3.10 2 HR
 TABLE
 REQUIRED OPENING PROTECTION TABLE 716.5 1 1/2" HR
 FOR FIRE DOOR
 DOOR CLOSER AND LATCHING REQUIRED REQUIRED
 716.5.9 AND 716.5.9.1

SPRINKLER SYSTEMS CHAPTER 9

REQUIRED AT USE GROUP A-3 (903.2.1.3)

WHERE A FIRE AREA EXCEEDS 12,000 SF
 WHERE FIRE AREA HAS AN OCCUPANT
 LOAD OF 300 OR MORE NA
 WHERE THE FIRE AREA IS LOCATED ON A
 FLOOR OTHER THAN THE FLOOR OF
 DISCHARGE NA

SINCE NO EXISTING FIRE SUPPRESSION, THEN FIRE
 AREA WAS ORIGINALLY DESIGNED TO BE UNDER
 12,000 SF. THEREFORE BOARDROOM WALLS
 DESIGNED AS 2HR FIRE BARRIER RATING

ACCESSIBILITY

SEATING ON MAIN LEVEL (1108.2.2.1) 5 WHEELCHAIR SPACES
 ASSISTIVE LISTENING SYSTEMS (1108.2.7) 8 WITH RECEIVERS; 2 TO BE HEARING AID
 COMPATIBLE
 NO GUARD REQUIRED

ELEVATION CHANGE < 30" PROVIDE 26"h
 GUARD (1029.16.2) EXCEPTION IF BACK OF
 CHAIR IS > 24" ABOVE ADJACENT SURFACE
 THEN NO GUARD

BARRIER FREE RENOVATIONS FOR THE
 YPSILANTI CHARTER TOWNSHIP CIVIC CENTER
 7200 S HURON RIVER DRIVE, YPSILANTI, MI 48197

HOPPE DESIGN, LLC
 47032 MERRIDE, BELLEVILLE, MI 48111
 734-218-2492

REVISIONS

PROJECT: 1708
 DATE: 8.7.17
 DRAWN: WCH
 CHECKED: WCH

CODE REVIEW

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A002

DEMOLITION KEYNOTES

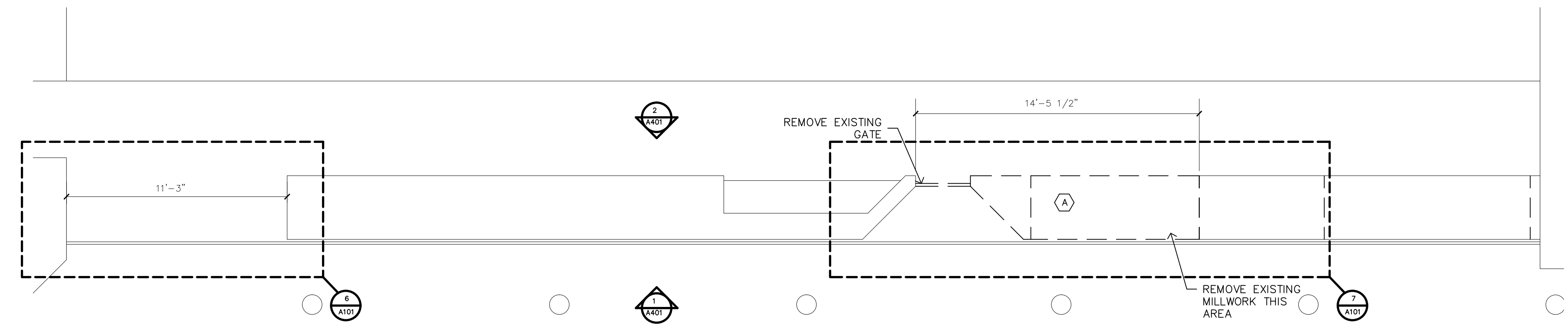
A. REMOVE EXISTING MILLWORK

NEW CONSTRUCTION KEYNOTES

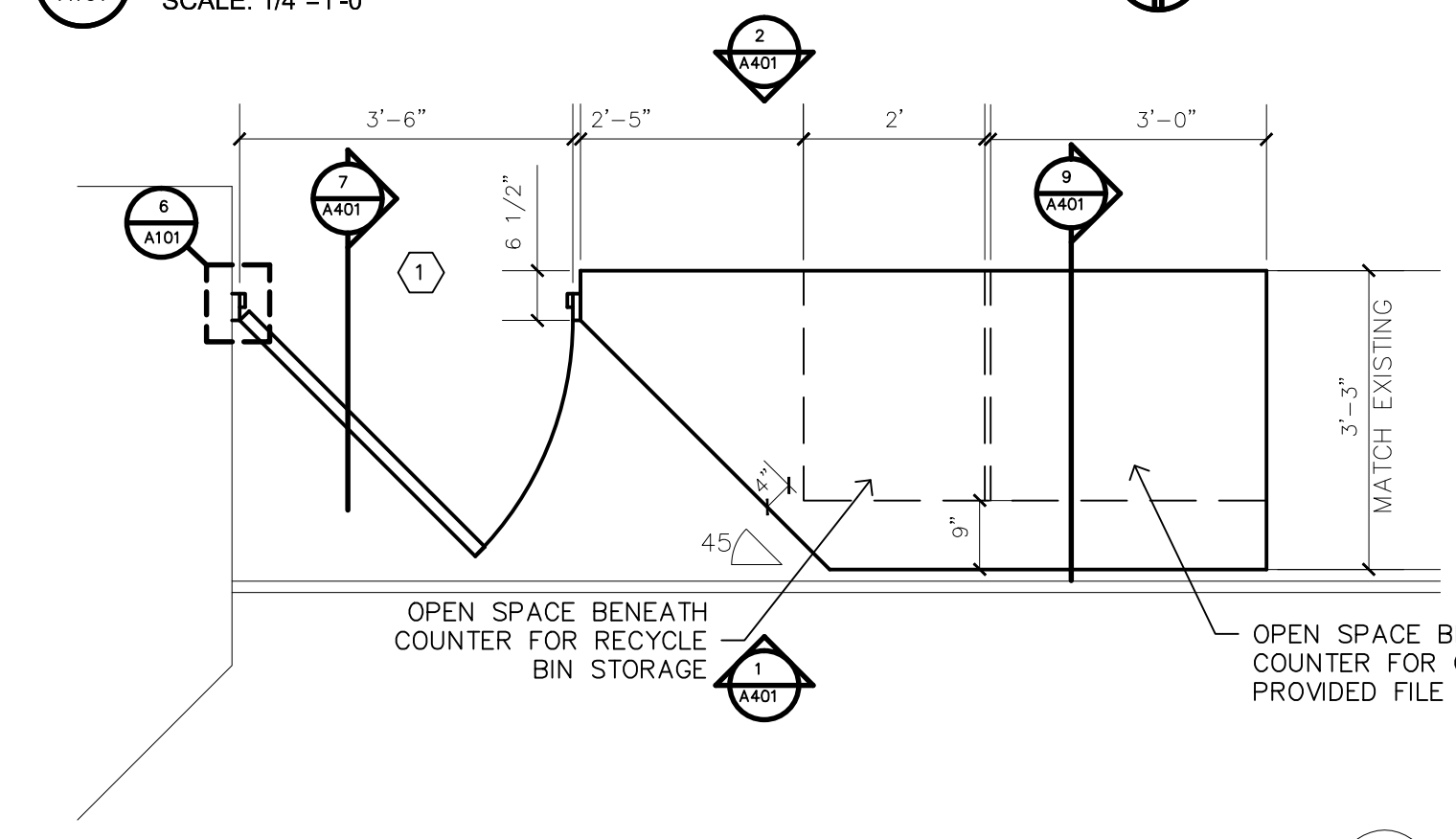
1. TILE TO CARPET TRANSITION - SEE 5/A101

GENERAL NOTES

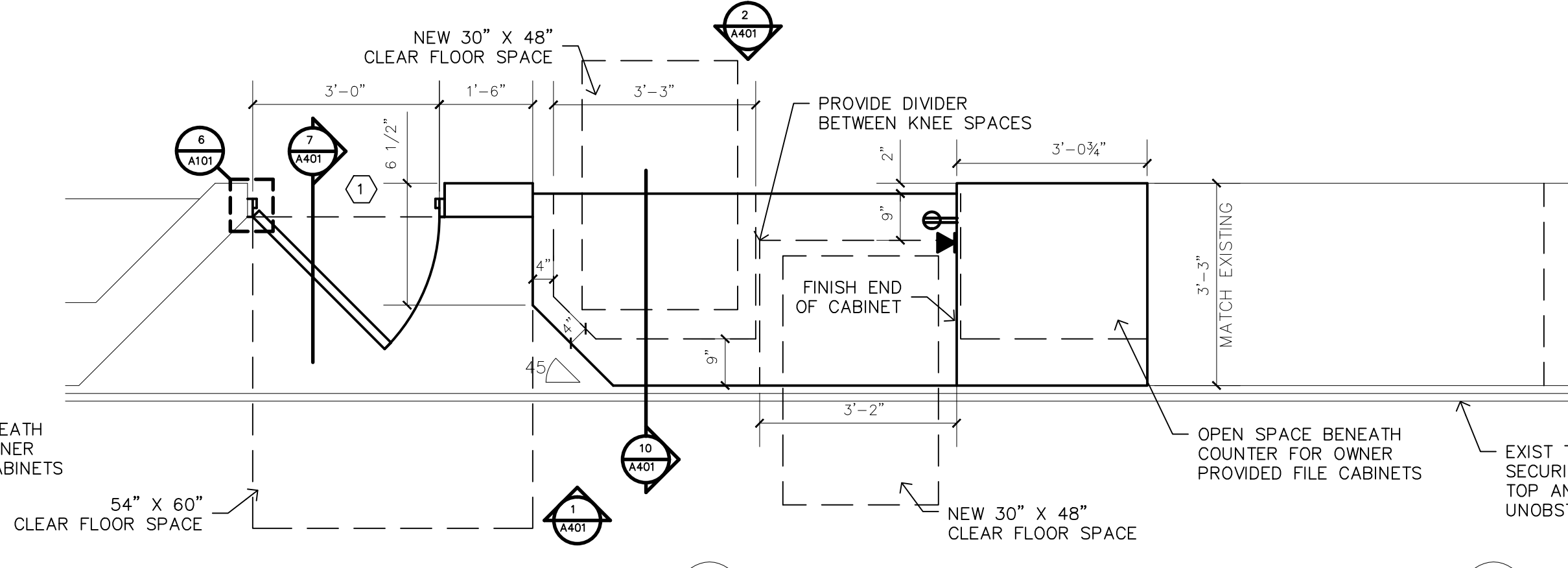
1. ALL DIMENSIONS ARE TO BE FIELD VERIFIED.
2. ALL DIMENSIONS ARE TO FACE OF FINISH GYPSUM WALL BOARD OR FACE OF PLASTIC LAMINATE.
3. ALL CABINET DIMENSIONS TO BE VERIFIED PRIOR TO CONSTRUCTION AND PLACEMENT. PROVIDE FILLERS AND NOTIFY ARCHITECT OF DISCREPANCIES FROM PLAN.
4. PROVIDE 2X WOOD BLOCKING FOR ALL ACCESSORIES.
5. REMOVE ALL EXISTING CARPETING AND BASE IN AREA OF NEW MILLWORK.
6. INTERIOR OF LOWER MILLWORK TO BE FINISHED IN WHITE MELAMINE TO MATCH.
7. ALL PLASTIC LAMINATE TO MATCH EXISTING COLORS.
8. ALL EXPOSED SURFACES TO BE COVERED IN PLASTIC LAMINATE.



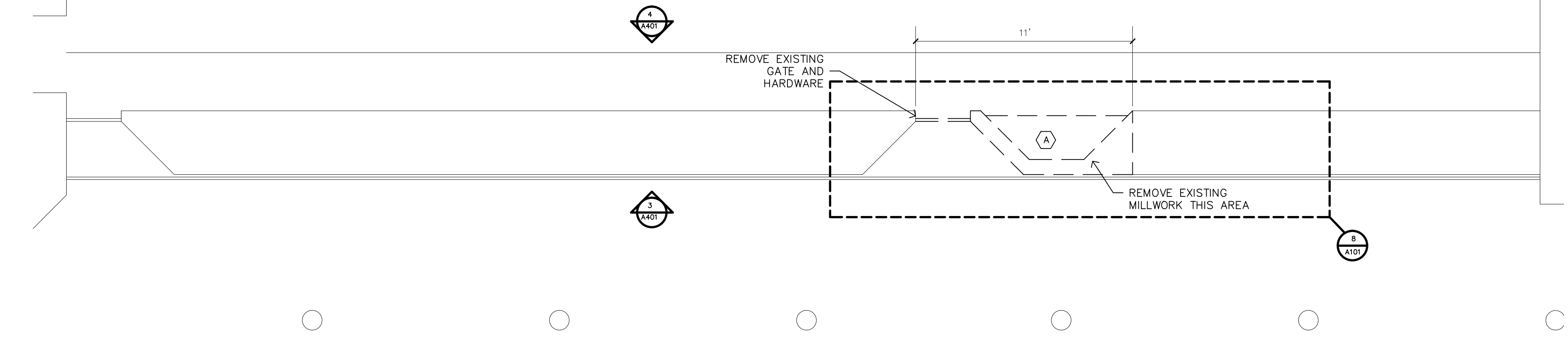
2 FIRST FLOOR RECEPTION COUNTER PARTIAL FLOOR PLAN
 SCALE: 1/4"=1'-0"



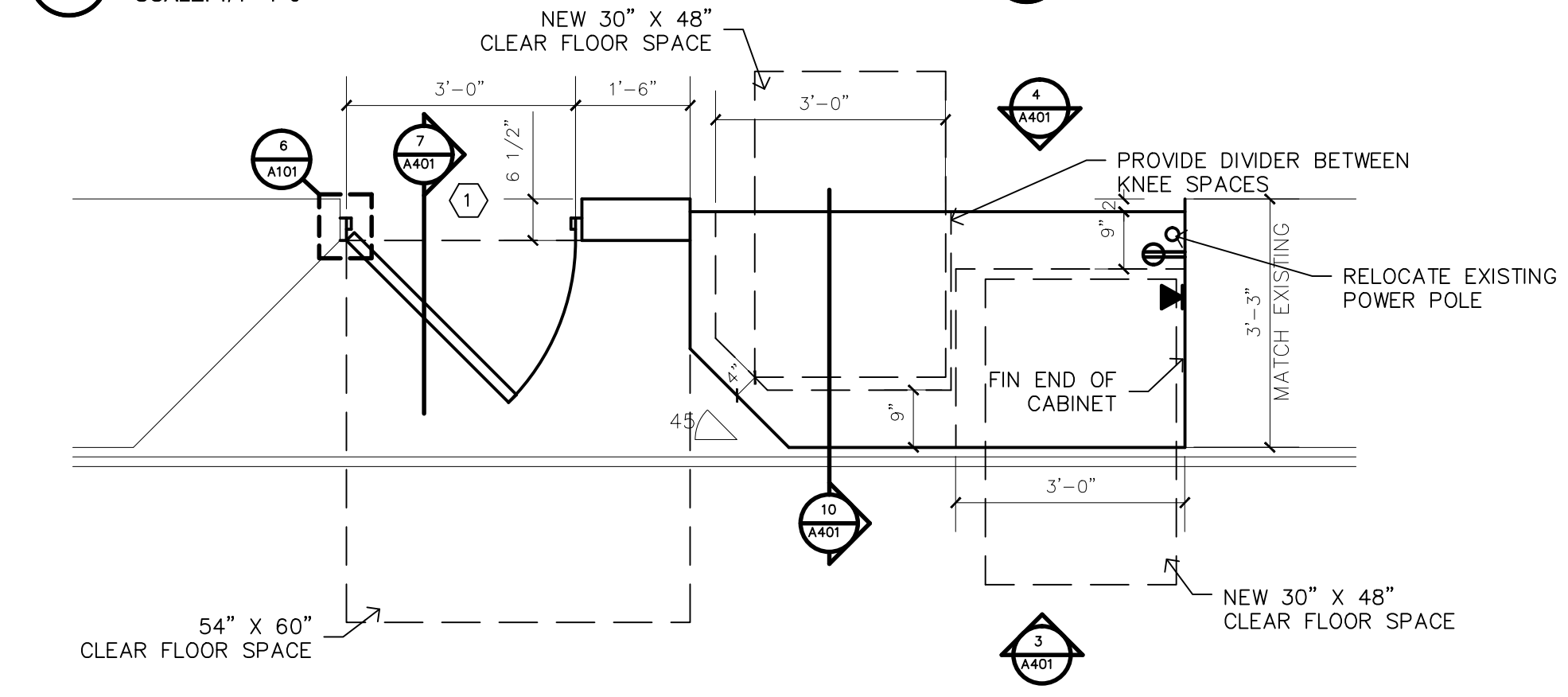
6 FIRST FLOOR RECEPTION COUNTER PARTIAL FLOOR PLAN
 SCALE: 1/2"=1'-0"



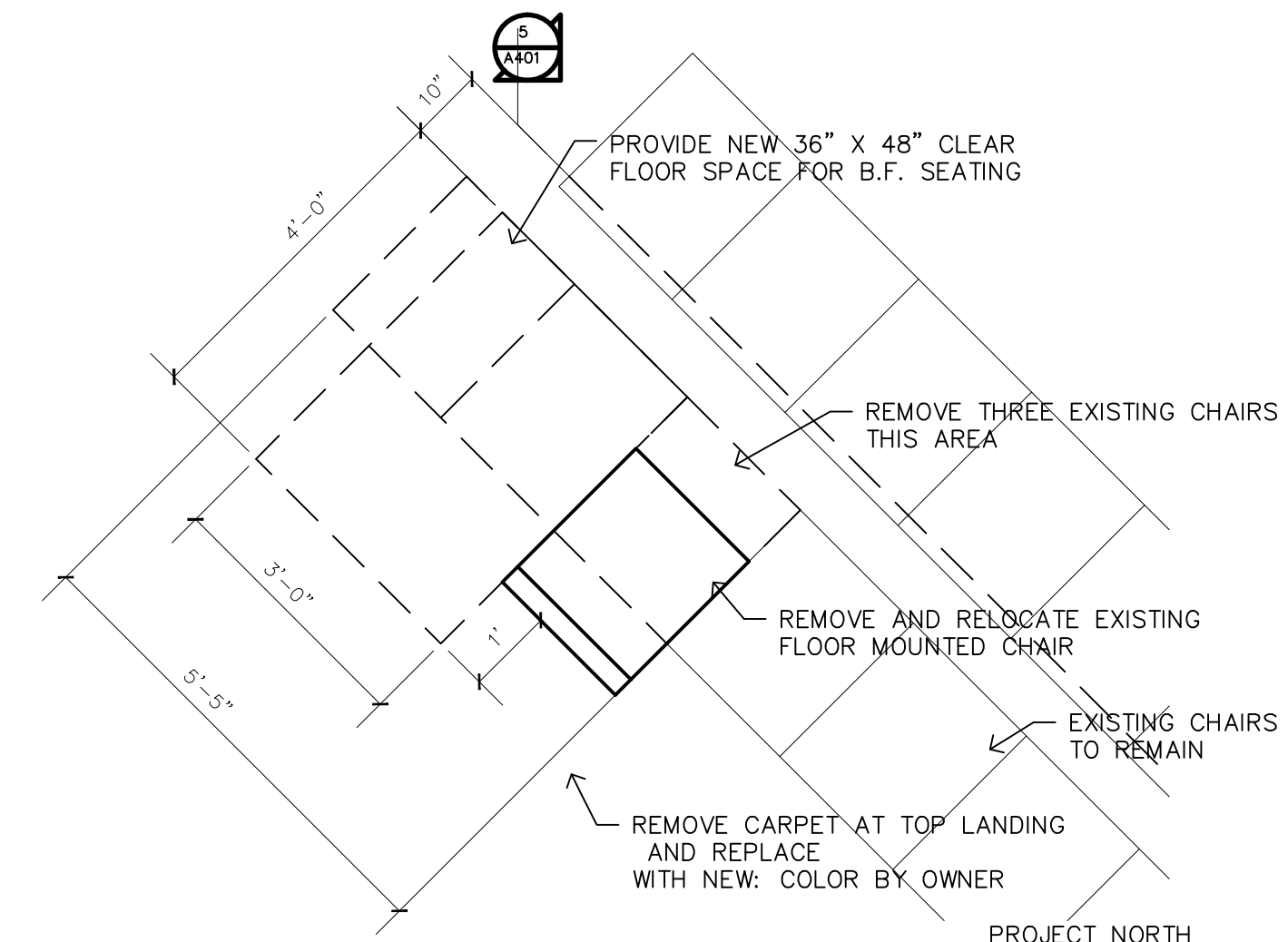
7 FIRST FLOOR RECEPTION COUNTER PARTIAL FLOOR PLAN
 SCALE: 1/2"=1'-0"



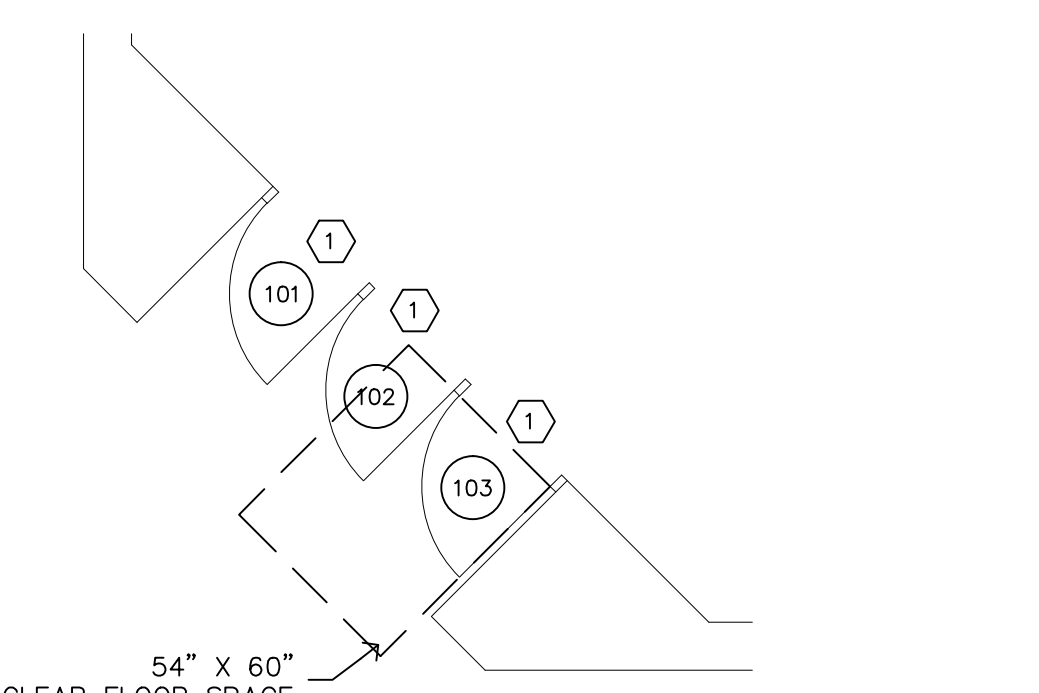
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 SCALE: 1/4"=1'-0"



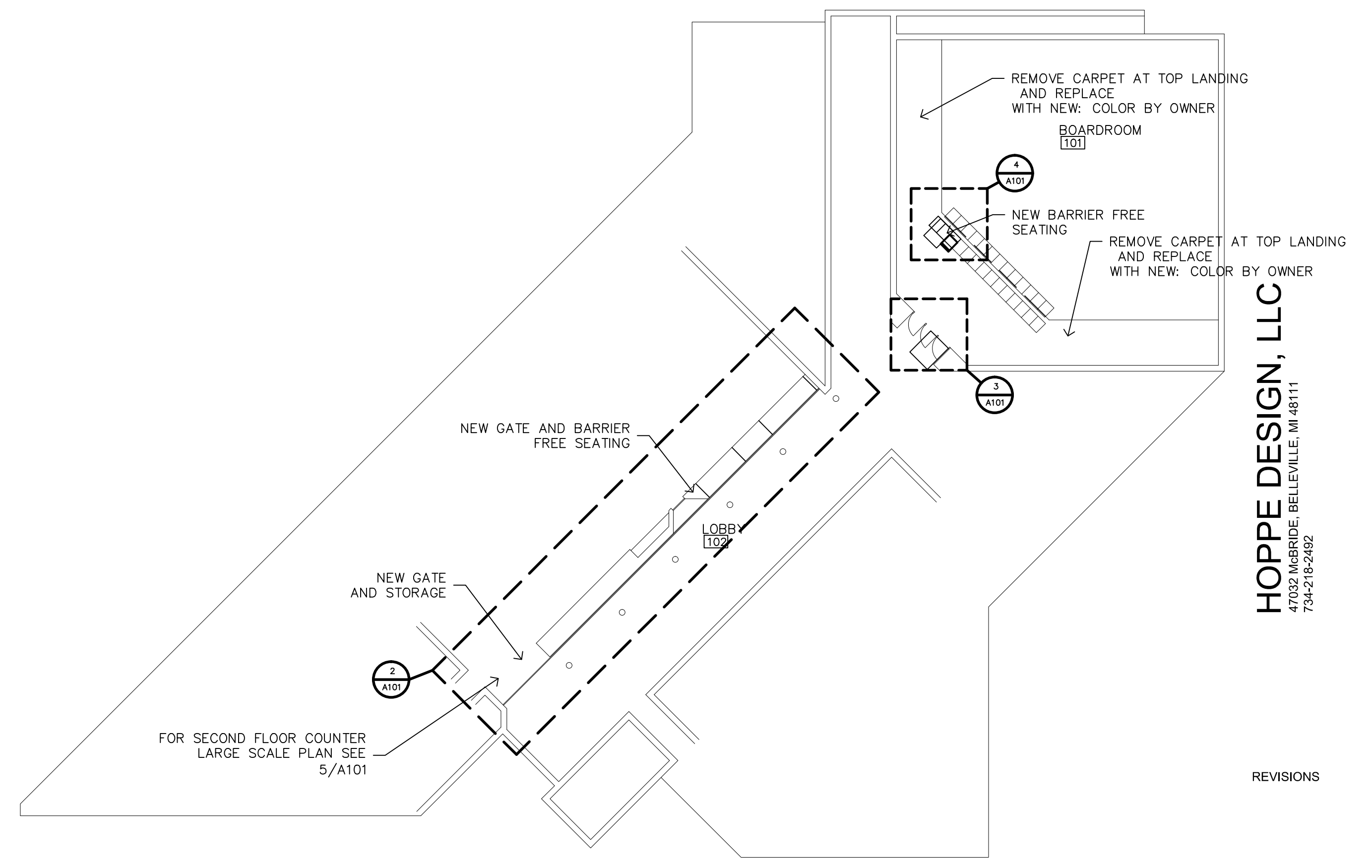
8 SECOND FLOOR RECEPTION COUNTER PARTIAL FLOOR PLAN
 SCALE: 1/2"=1'-0"



4 BOARDROOM SEATING PLAN
 SCALE: 1/2"=1'-0"



3 BOARDROOM ENTRY PLAN
 SCALE: 1/4"=1'-0"



1 FIRST FLOOR PLAN
 SCALE: 1/4"=1'-0"

PROJECT NORTH

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 47032 MERRIDE, BELLEVILLE, MI 48111
 734-218-2492

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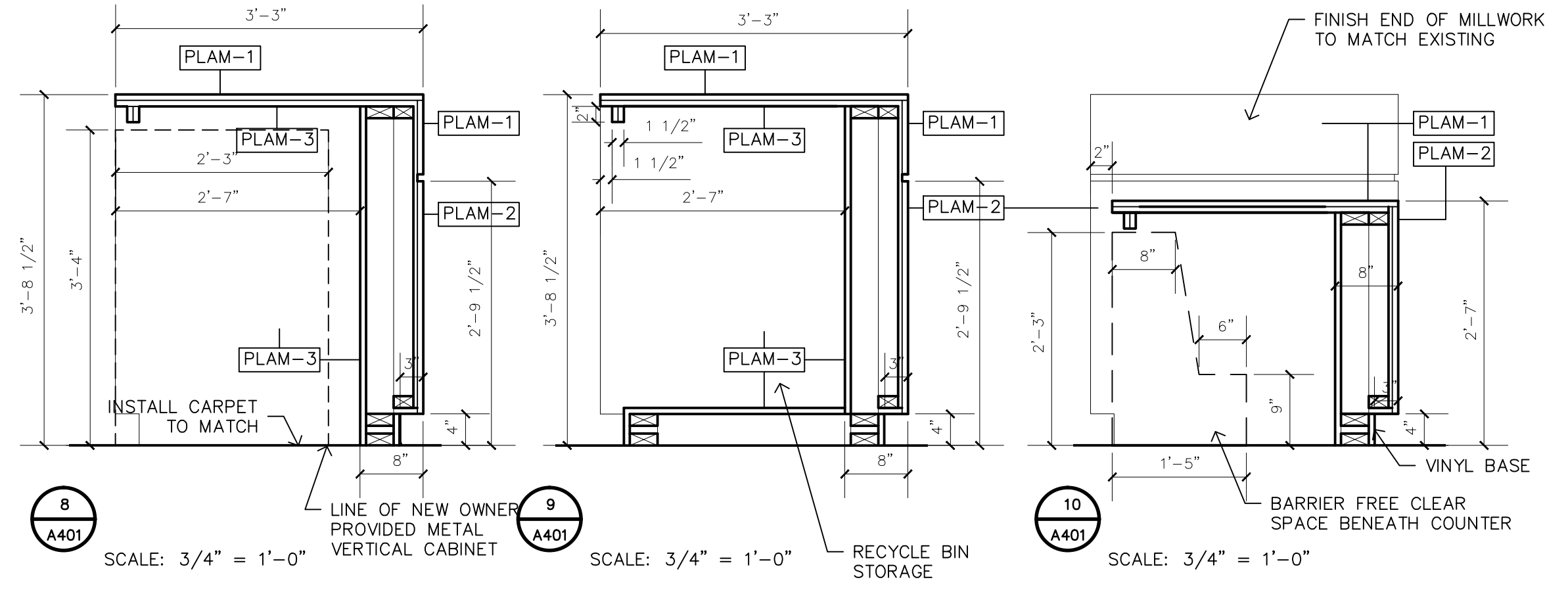
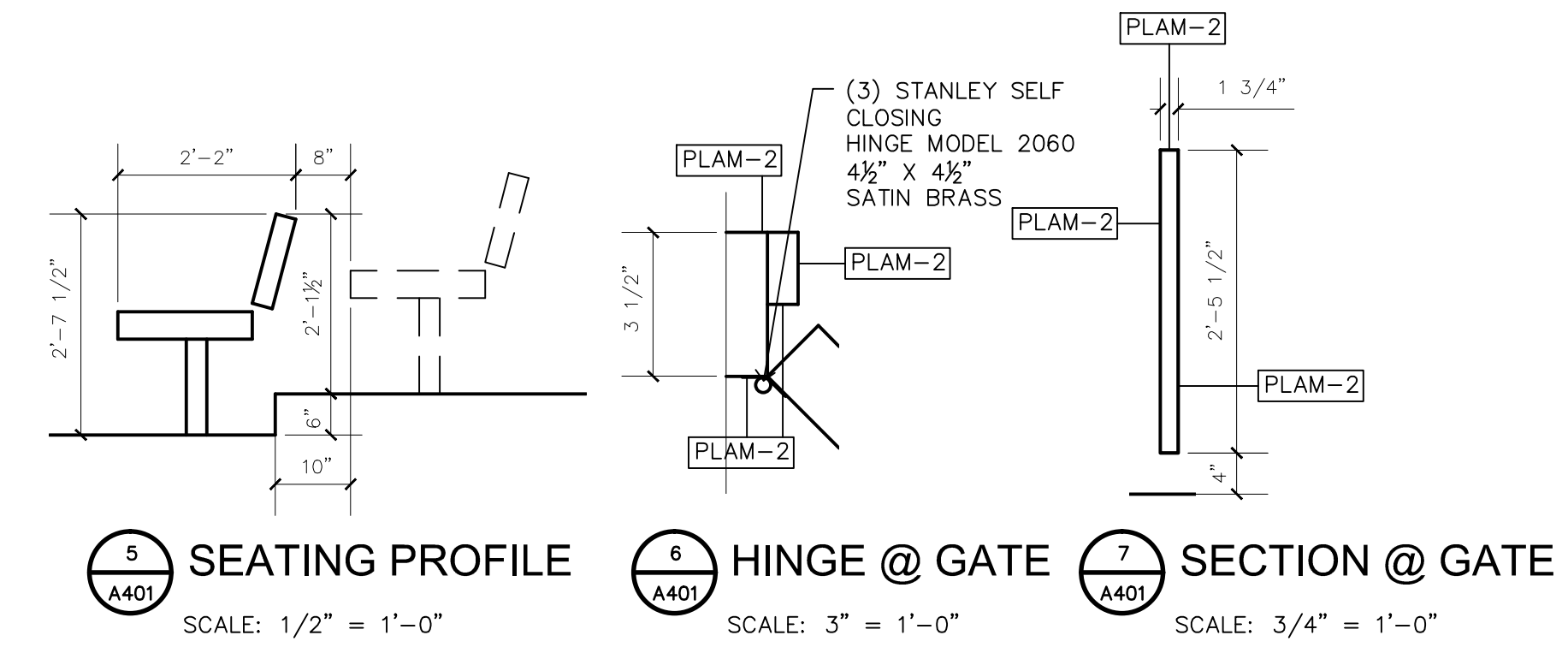
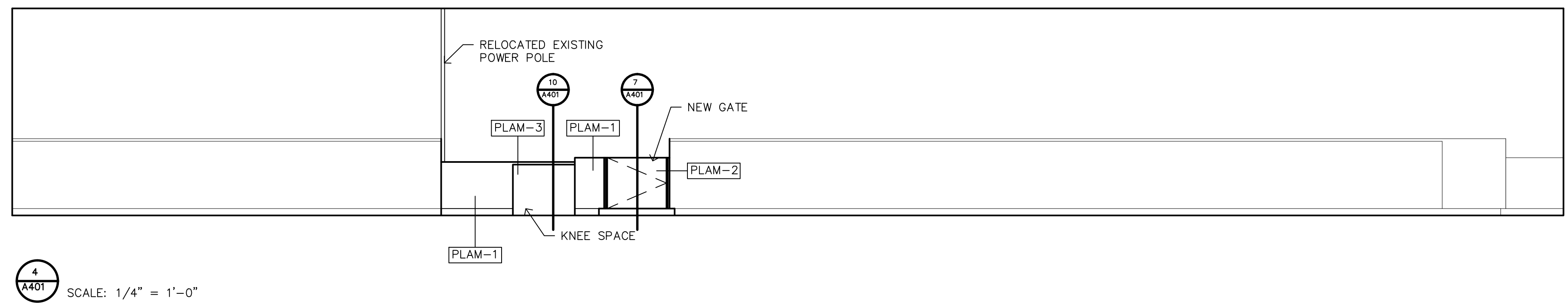
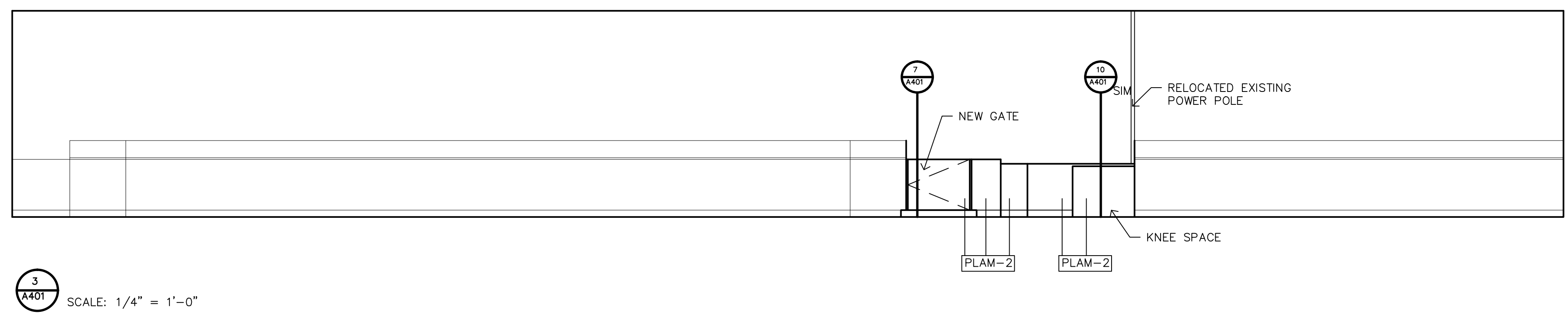
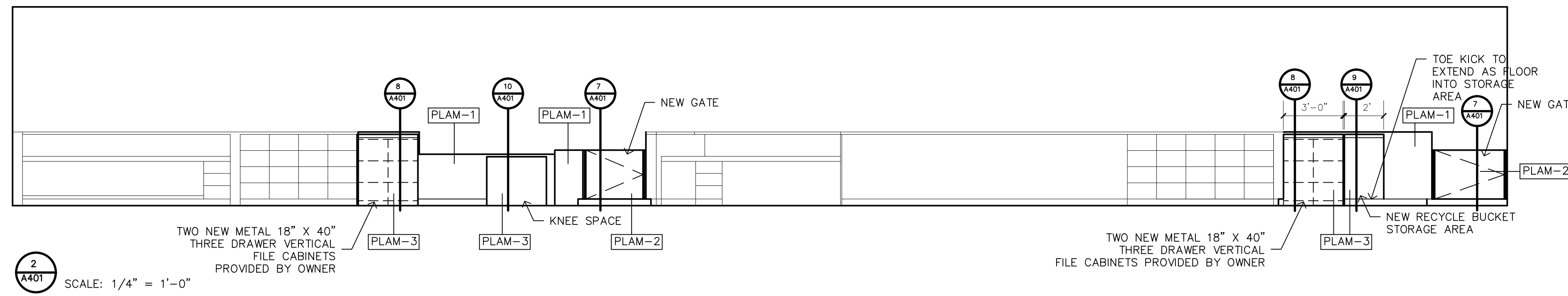
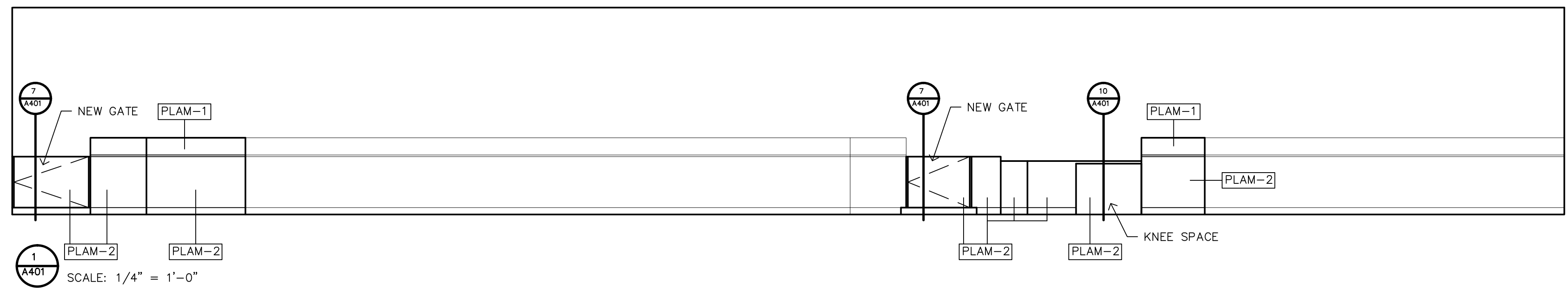
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VERIFY ALL DIMENSIONS IN FIELD

FLOOR PLAN

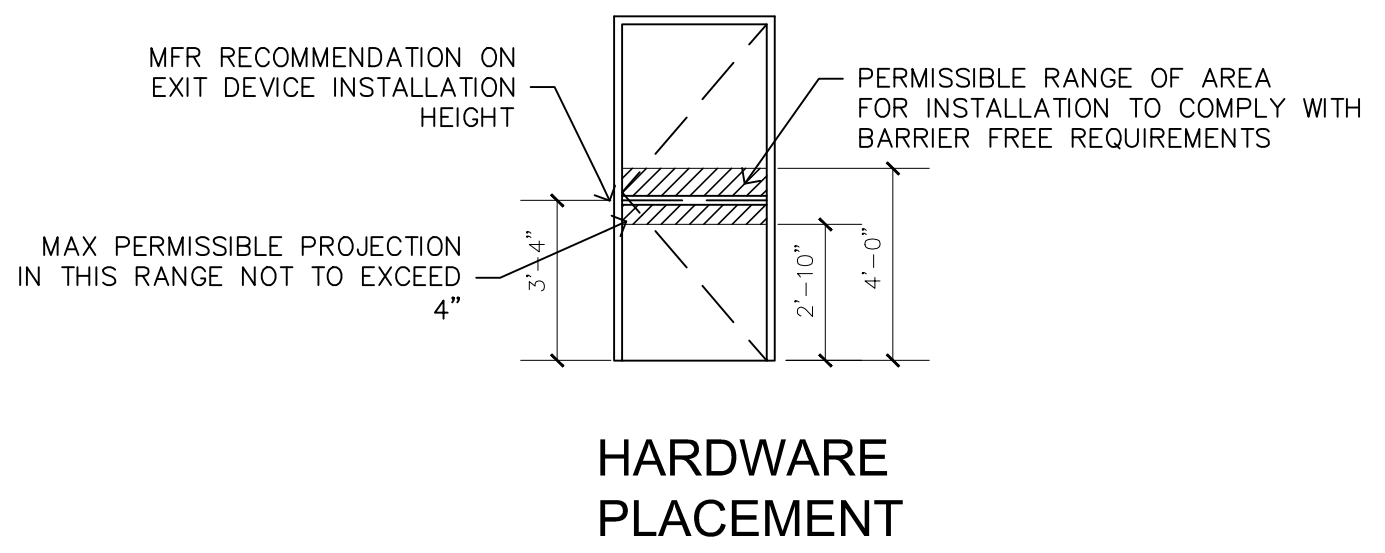
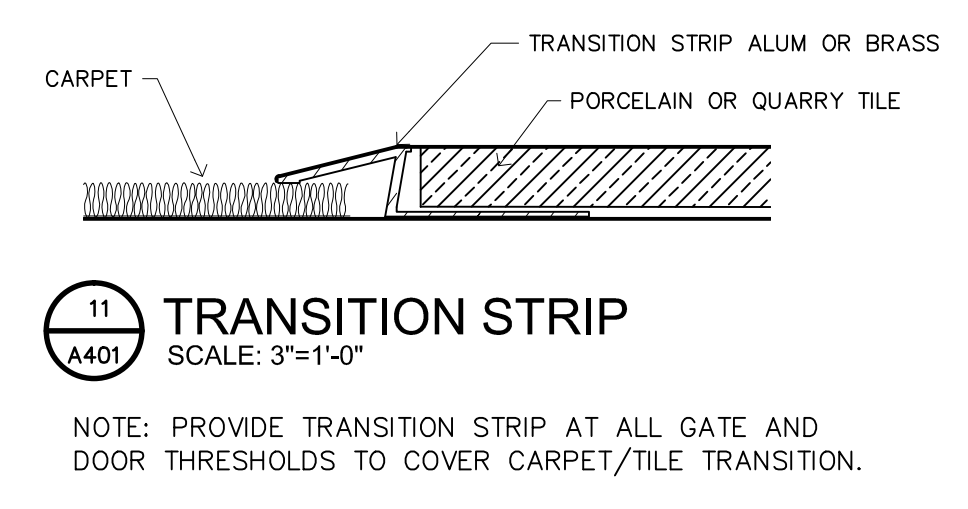
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PLASTIC LAMINATE COLOR SCHEDULE

PLAM-1	DARK GREY
PLAM-2	VERTICAL WOOD GRAIN
PLAM-3	WHITE MELAMINE



NOTE:
 1. REPLACE CLOSER ON DOORS 101, 102 AND 103 WITH BARRIER FREE ACCESSIBLE CLOSER WITHOUT HOLD OPEN FUNCTION. FILL ALL REMAINING DRILLED HOLES IN DOOR AND FRAME WITH METAL BOLT. AT METAL FRAME GRIND BOLTS SMOOTH.
 2. NEW EXIT HARDWARE TO BE VON DUPRIN LD-35A-F-A-L-03-3'-US26D-RHR-L-BE-AX

VERIFY ALL DIMENSIONS IN FIELD

REVISIONS

PROJECT: 1708
 DATE: 8.7.17
 DRAWN: WCH
 CHECKED: WCH

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



Charter Township of Ypsilanti
Residential Services Division

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484.0073
Fax: (734)544.3501

www.ytown.org

MEMORANDUM

TO: Ypsilanti Township Board of Trustees

FROM: Jeff Allen, Director – Residential Services Department

DATE: August 4, 2017

RE: Authorization to seek sealed bids for Green Oaks golf course path improvements per OHM’s attached specifications to be paid out of account 584.584.000.971.000

Please see the attached specification for the cart path work as designed by OHM for the Green Oaks Golf Course. We will be giving the bidders the option on when the work would be done in order to get a better price.

As you may recall, when the original job was bid out, it was decided that the old cart path material would be left down in place-loosely. As it turned out, there was not much in the way of material to form a base when the old paths were torn up. Because of this, there is essentially no cart paths out there. Shortly after that job, Kirk Sherwood & Tim Smith drove the course and marked up areas from green to tee, recommending these areas for path material (meaning path from 2 green to 3 tee for example).

OHM measured these areas and have developed the attached specifications in order to add materials to the areas identified by the golf course crew. We have listed a couple of options, that being either using recycled asphalt (millings) or limestone. Using either product will require continued maintenance, so we also asked for a price on having a stockpile of material on hand for the golf course staff to use as they see fit.

Once the bidding is complete, we will bring back a recommendation for your approval. We will also need a budget amendment at that time.

**CONTRACT DOCUMENTS
FOR
GREEN OAKS GOLF COURSE
PATH IMPROVEMENTS**

**CHARTER TOWNSHIP OF YPSILANTI
YPSILANTI, MI 48198**

OHM Advisors
34000 Plymouth Road
Livonia, Michigan 48150

0098-16-0035
August 16, 2017

Green Oaks Golf Course Path Improvements

Charter Township of Ypsilanti

0098-16-0035

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ADVERTISEMENT FOR BID

Green Oaks Golf Course Path Improvements
Charter Township of Ypsilanti
August 16, 2017

Sealed Bids for Green Oaks Golf Course Path Improvements will be received at the office of the Charter Township of Ypsilanti until 2:00 PM local time, on September 7, 2017, by the office of the Clerk's Office located at 7200 S. Huron River Drive, Ypsilanti, MI 48197. The approximate work involved is as follows:

Approximately 12,000 square yards of aggregate will be placed as pathway top dressing for the cart path.

The Contract Documents for this project are on file and may be examined on and after 2:00 PM, August 16, 2017, at the following locations: the office of the ENGINEER, Orchard, Hiltz, & McCliment, Inc., 34000 Plymouth Road, Livonia, MI 48150; the Michigan Intergovernmental Trade Network website, www.mitn.info; and Charter Township of Ypsilanti, 7200 S. Huron River Drive, Ypsilanti, MI 48197.

Copies thereof may be obtained on or after 2:00 PM, local time, August 16, 2017, on the Michigan Intergovernmental Trade Network website, www.mitn.info.

Bid Security in the form of a Certified or Cashier's Check or Bid Bond for a sum no less than five percent (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 sixty (60) calendar days after the scheduled closing time for receipt of the Bids.

No pre-bid meetings are scheduled for this project.

Jeff Allen, Residential 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 placement of recycled asphalt millings or aggregate base limestone, and surface restoration. 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 October 3, 2017. The CONTRACTOR shall complete the proposed work, including final tests thereof, in order to have the placement of asphalt millings or aggregate base limestone 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	September 19, 2017
Notice to Proceed	October 3, 2017
Construction Start Date	October 3, 2017*
Substantial Completion Date.....	October 17, 2017*
Project Completion.....	October 31, 2017*

*The contractor shall note that the construction start date can be modified with approval; however, when the construction has started, the contractor will have two weeks to achieve substantial completion. The contractor may elect to wait to start construction in Spring of 2018, with approval, with the two week construction timeline.

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.

B. Recommended Schedule of Construction

The Owner reserves the right to leave nine (9) holes open depending on submitted schedule, seasonal course limitations, and weather. All access, station, and operations must be approved by the Owner. A detailed schedule and staging area plan must be submitted by the Contractor and approved by Golf Course Staff.

C. Minimum Wage Requirements

Davis Bacon Prevailing Wages are required (see Supplemental Specifications, page SS-3)

D. Alternate Pay Items

See Section 19 of the Supplemental Specifications for more detail.

E. Awarded Contractor Walkthrough

See Section 20 of the Supplemental Specification for more detail.

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 I 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.

2.2.6. Umbrella or Excess Liability

\$2,000,000

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 or combined single limit	\$500,000 \$1,000,000

2.2.3. Comprehensive Automobile Liability

Bodily Injury	\$500,000
Property Damage or combined single limit	\$200,000 \$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 or combined single limit	\$500,000 \$1,500,000

2.2.5. Builder's Risk-Installation Floater

Cost to replace at time of loss

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

Green Oaks Golf Course Path Improvements Charter Township of Ypsilanti

THIS BID IS SUBMITTED TO:
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48198

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.

Addendum No.	Addendum 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) that have been identified in the Supplemental Instructions to Bidders, and (2) reports and drawings of a hazardous environmental condition, if any, that have 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 that may affect cost, progress, or performance of the Work or that 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
Green Oaks Golf Course Cart Path Improvements
Charter Township of Ypsilanti, State of Michigan
OHM Advisors Job Number 0098-16-0035**

Item	Description	Estimated Quantity	Unit Price	Amount
1	Mobilization, Max. \$4,000.00	1 LS	\$ _____	\$ _____
2	Recycled Asphalt, 3 inch, in place	12,000 Syd	\$ _____	\$ _____
3	Recycled Asphalt, stockpiled	45 Ton	\$ _____	\$ _____
Total Bid Amount (ITEMS 1-3 incl.):				\$ <u>_____</u>

Alternates

Alternate No.1 - Recycled Asphalt, 2 inch, in place	12,000 Syd	\$ _____	\$ _____
Alternate No.2 - Aggregate Base, 21AA, Limestone, 3 inch, in place	12,000 Syd	\$ _____	\$ _____
Alternate No.3 - Aggregate Base, 21AA, Limestone, 2 inch, in place	12,000 Syd	\$ _____	\$ _____
Alternate No.4 - Aggregate Base, 21AA, Limestone, stockpiled	45 Ton	\$ _____	\$ _____

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 October 17, 2017, and completed and ready for final payment in accordance with the General Conditions on or before October 31, 2017.

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): Certified or Cashier's Check or 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 Drive
Ypsilanti, MI 48198

BID

BID DUE DATE: September 7, 2017

PROJECT:

Approximately 12,000 square yards of aggregate will be placed as pathway top dressing for the cart path.

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: _____

IRAN LINKED BUSINESS CERTIFICATION

Pursuant to Michigan Public Act 517 of 2012, any Bidder that submits a bid on a request for proposal with the 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 the 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.

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 _____

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:

Approximately 12,000 square yards of aggregate will be placed as pathway top dressing for the cart path.

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:

Green Oaks Golf Course Path Improvements

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 October 17, 2017, and completed and ready for final payment on or before October 31, 2017.

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 n/a through n/a, inclusive, with each sheet (excluding standard details) bearing the following general title: Green Oaks Golf Course Path Improvements;
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: _____
(CORPORATE SEAL)

By: _____
(CORPORATE SEAL)

Attest _____

Attest _____

Address for giving notices: _____

Address for giving notices: _____

(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)

License No. _____

(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 Drive
Ypsilanti, MI 48198

CONTRACT

Date:
Amount:
Description: Green Oaks Golf Course Path Improvements
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
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

the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

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 Drive Ypsilanti, MI 48198

CONTRACT Date: Amount: Description: Green Oaks Golf Course Path Improvements 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) Signature: 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) Signature: 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

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 Green Oaks Golf Course Path Improvements 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:

Green Oaks Golf Course Path Improvements

OHM Job Number:

0098-16-0035

- 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

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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 untrue 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 Trusteships, 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

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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

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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 2012 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 1/4-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

RESTORATION

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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 2012 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 2012 Standard Specifications for Construction.

MATERIALS

4. AGGREGATE

a. Gravel Approaches and Roads

Natural aggregate shall be used for gravel approach (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 601-2 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, 228 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 917-1 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 917-1 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 High Velocity Straw Mat –
Erosion Control Systems, Inc.

Erosion Control Blanket DS-150 –
North American Green

10. SOD

Sod shall meet the requirements of Section 917.13 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 Supplemental 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 than 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	8" non-reinforced concrete

streets:	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 Specifications 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 H 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 is 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 808.03A and D 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 Z60.1-1996).

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

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METHOD OF PAYMENT

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. Restoration of grass and path edge disturbed by contractor's operations shall be considered incidental to this scope of work.

C. PERMITS:

No permits are anticipated for this project's scope of work.

MOBILIZATION

The completed work as measured for MOBILIZATION will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Mobilization, Max. \$4,000.00	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.

RECYCLED ASPHALT (RAP)

The completed work as measured for RECYCLED ASPHALT will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Recycled Asphalt, 3 inch, in place	syd
Recycled Asphalt, Stockpiled	ton
Alternate No.1 – Recycled Asphalt, 2 inch, in place	syd

Recycled Asphalt (in place) shall be measured in area based upon the square yardage with the noted appropriate minimum depth.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to place, grade, and compact the recycled asphalt material. Any shaping or pulverized surface preparation that is required for the recycled asphalt placement shall be considered as incidental to the Recycled Asphalt pay item.

Recycled Asphalt, stockpiled will be hauled and placed in a designated area on Golf Course or compost property on Clark Road, owned by the Township. The Recycled Asphalt, stockpiled shall be measured in tonnage.

AGGREGATE BASE COURSE (ALTERNATES 2 & 3)

The completed work as measured for AGGREGATE BASE COURSE will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Alternate No.2 – Aggregate Base, 21AA, Limestone, 3 inch	syd
Alternate No.3 – Aggregate Base, 21AA, Limestone, 2 inch	syd
Alternate No.4 - Aggregate Base, 21AA, Limestone, Stockpiled	ton

Aggregate base course shall be measured in area based upon the square yardage with the noted appropriate minimum depth. Acceptable material for aggregate base is 21AA base limestone, as approved by the Engineer.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to place, grade, and compact the aggregate base course materials. Any shaping, minor grading, earth excavation, subgrade preparation, or material disposal that is required for the aggregate base course placement shall be considered as incidental to the work.

SURFACE RESTORATION

Restoration of miscellaneous items such as, but not limited to fence access modifications, 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 surface restoration work and items shall be considered as incidental work and shall be replaced or repaired at the expense of the Contractor.

The Contractor shall submit a mix design for the hydroseed prior to application if restoration is deemed necessary. The Contractor shall also provide the manufacturer's maintenance manual to the Owner and Golf Course Staff.

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.

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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 Green Oaks Golf Course, 1775 E. Clark Road, Ypsilanti, MI 48198.

3. SCOPE OF PROJECT

The work to be done under this Contract includes the furnishing of all materials, equipment, and labor necessary to place the proposed aggregate “top dressing” as well as all necessary earthwork, compaction, 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 Utilities Authority, the Detroit Water and Sewerage Department, the Michigan Department of Environmental Quality, and the Michigan Department of Transportation, 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. 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.

6. PROJECT COORDINATION WITH OWNER & OTHER CONTRACTORS

The OWNER, utility companies, and commercial or private owners may have construction projects occurring within or adjacent to the project limits during the life of this Contract.

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 OWNER’s utilities, the CONTRACTOR shall be responsible for coordinating his work with the OWNER. Contact Jeff Allen at (734) 544-3770. The CONTRACTOR shall give at least 36 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.

7. MINIMUM WAGE REQUIREMENTS

The OWNER has specific minimum wage requirements that are shown as follows: Prevailing Wages. See Appendix B.

8. FEDERAL REQUIREMENTS

This project is being funded in part by the Federal Government. Therefore, it is mandatory that 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.

9. 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.

10. OBSERVATION OF CONSTRUCTION

Construction operations may 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 Aaron Berkholz at (734) 548-5752 to schedule observation. Contacting the Golf Course directly will also be required each day work is scheduled. Kirk Sherwood of the Golf Course staff can be reached at (734) 485-0881.

11. HOURS OF WORK

Work may be performed during the hours of 7:00 a.m. to 7:00 p.m., Monday through Sunday. Work at other times may be performed only by written permission of the OWNER.

12. 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.

13. 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 will encounter both overhead and underground utilities. The names and phone numbers of the utility company representatives are shown as follows:

<u>UTILITY</u>	<u>OWNER</u>	<u>NAME & PHONE NUMBER</u>
Electric	Detroit Edison	Clay Combee (734) 397-4338
Telephone	Ameritech	Andy Johnson (734) 996-5350
Gas	Mich Con	Laurie Forrester (313) 389-7261
Cable Television	Comcast	Raymond LaBeau (734) 216-8091
Water & Sanitary Sewer	Y.C.U.A.	Keenan Crump (734) 484-4600

Utility relocation work is not expected to be necessary for this project.

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.

14. 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 or YCUA
 - 3. An independent CONTRACTOR designated by the OWNER.

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 or YCUA for their assistance in correcting the "emergency situation". Where existing commitments by the or 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 or 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

15. USE OF WATER

CONTRACTOR shall not make a connection to any fire hydrant without first obtaining the necessary permit (meter) from YCUA. The CONTRACTOR shall be charged for all water used. Contact Scott Westover for more information at (734) 484-4600 ext. 220.

16. LAWN SPRINKLER SYSTEMS AND LANDSCAPING

The OWNER will mark in the field the location of existing sprinkler heads. In the event the CONTRACTOR damages a marked sprinkler head, it is the CONTRACTOR's responsibility to replace. If a sprinkler head or line is damaged, that is not marked in the field, the OWNER shall be contacted immediately and the OWNER will perform the necessary repairs.

17. SURFACE RESTORATION

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 surface restoration work and items shall be considered as incidental work and shall be replaced or repaired at the expense of the CONTRACTOR.

18. STORAGE OF EQUIPMENT

The CONTRACTOR shall coordinate storage of equipment with the OWNER. Restoration and clean up of storage area is the responsibility of the CONTRACTOR and shall result in no cost to the OWNER.

19. ALTERNATE PAY ITEMS

The OWNER may choose to select any alternate pay item and/or omit pay items and base bid pay items base on the scope that is needed for a particular hole or area. It is anticipated Recycled Asphalt surface is desired, but 21AA Limestone may be used for select areas that receive heavier traffic. This will be addressed once bids are awarded and at the time of the site walkthrough and preconstruction meeting.

20. AWARDED CONTRACTOR WALKTHROUGH

Prior to construction commencing, the CONTRACTOR shall coordinate a site walkthrough meeting with the ENGINEER to determine placement locations of the 3-inch and 2-inch millings. See Section 19 for more information on the use of Alternate pay items.

21. PLACEMENT OF MATERIALS

Contractor shall avoid running heavy equipment on newly paved surfaces near the club house. Operations in general shall be performed in a manner that minimizes disturbance to the existing path, green space, and landscape. Greens, tee boxes, and fairway shall not be disturbed in any manner. Use of smaller, less intrusive equipment is highly encouraged.

22. ACCESS AND STAGING

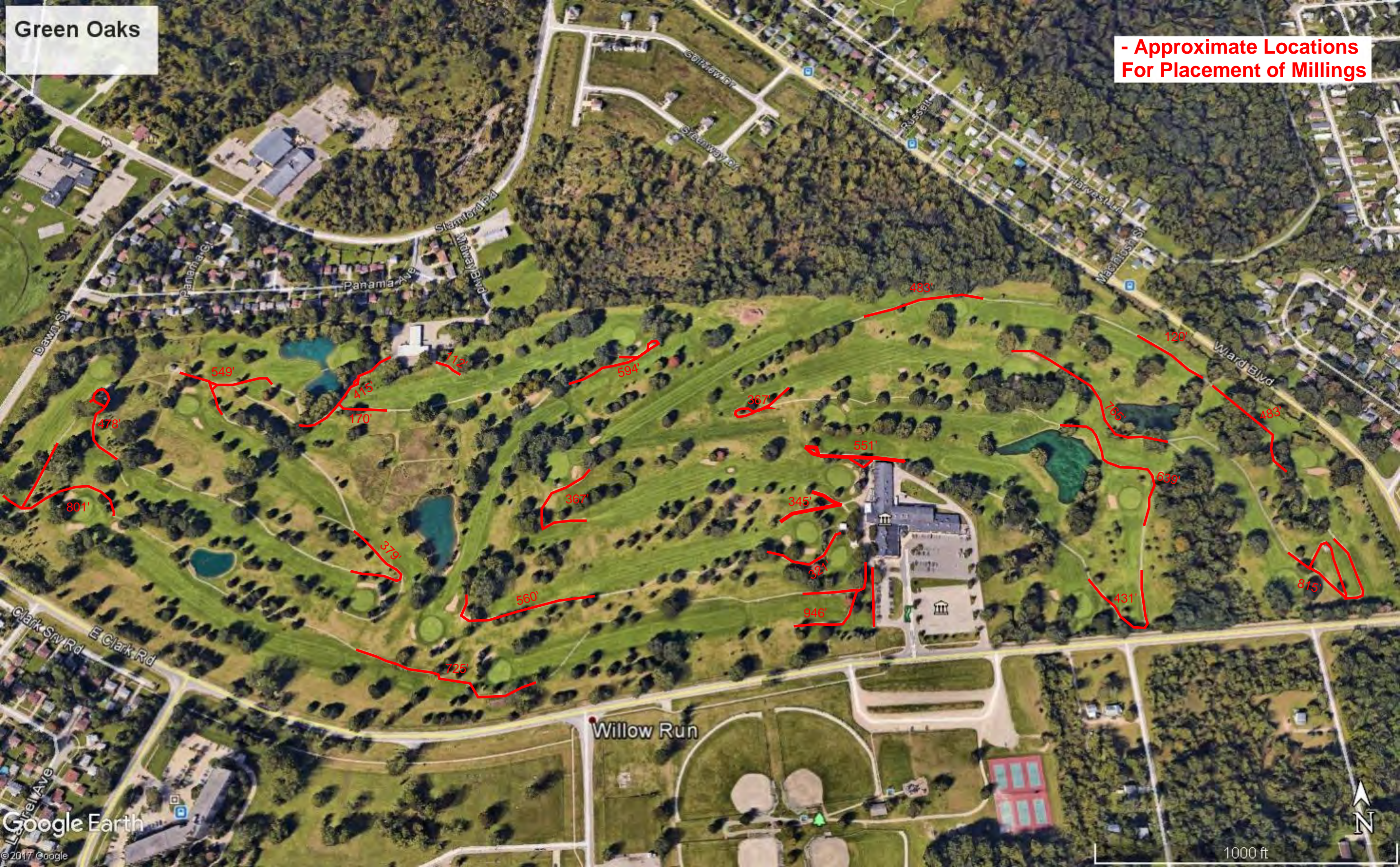
Contractor will be asked to submit an access and staging plan using the map in location A. This will need to be reviewed and approved by the Golf Course prior to commencing work.

APPENDIX A

MAP

Green Oaks

- Approximate Locations For Placement of Millings



APPENDIX B

WAGES

General Decision Number: MI170024 07/14/2017 MI24

Superseded General Decision Number: MI20160024

State: Michigan

Construction Type: Residential

County: Washtenaw County in Michigan.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	02/03/2017
2	02/24/2017
3	06/02/2017
4	07/14/2017

* ASBE0025-005 06/01/2017

Townships of Ann Arbor, Augusta, Lodi, Northfield, Pittsfield, Salem, Saline, Scio, Superior, Webster, Ypsilanti & York

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 31.53	31.72

ASBE0047-004 07/01/2016

Townships of Bridgewater, Dexter, Freedom, Lims, Lyndon, Manchester, Sharon & Sylvan

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 30.22	16.48

CARP1234-003 08/01/2016

	Rates	Fringes
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CARPENTER

Multi-family condominiums...	\$ 24.75	11.60
Single-family homes and detached condominiums.....	\$ 22.36	11.15

 ELEC0252-005 06/14/2016

	Rates	Fringes
ELECTRICIAN.....	\$ 27.84	13.478

 ENGI0325-004 06/01/2016

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 39.64	22.90
GROUP 2.....	\$ 38.14	22.90
GROUP 3.....	\$ 36.64	22.90
GROUP 4.....	\$ 36.34	22.90
GROUP 5.....	\$ 35.52	22.90
GROUP 6.....	\$ 34.66	22.90
GROUP 7.....	\$ 33.69	22.90

FOOTNOTES:

Tower cranes: to be paid the crane operator rate determined by the combined length of the mast and the boom. If the worker must climb 50 ft. or more to the work station, \$.25 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

- GROUP 1: Crane with boom and jib or leads 400' or longer
- GROUP 2: Crane with boom and jib or leads 300' or longer
- GROUP 3: Crane with boom and jib or leads 220' or longer
- GROUP 4: Crane with boom and jib or leads 140' or longer
- GROUP 5: Crane with boom and jib or leads 120' or longer
- GROUP 6: Regular crane operator
- GROUP 7: Backhoe/Excavator; Bobcat/Skid Loader; Bulldozer; Grader/Blade; Scraper; Loader

 IRON0025-004 06/01/2015

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 33.78	27.84

 * LABO0334-020 06/01/2017

	Rates	Fringes
Landscape Laborer		

GROUP 1.....	\$ 20.32	6.80
GROUP 2.....	\$ 18.32	6.80

LANDSCAPE LABORER CLASSIFICATIONS

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

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

LABO0499-016 08/01/2014

	Rates	Fringes
LABORER: Mason Tender - Cement/Concrete.....	\$ 28.52	13.85

PAIN0022-004 07/01/2008

	Rates	Fringes
PAINTER: Brush and Roller.....	\$ 20.14	14.72

* PLUM0190-007 06/01/2017

	Rates	Fringes
PIPEFITTER (HVAC Pipe Installation Only).....	\$ 40.13	21.62
PLUMBER (Excluding HVAC Pipe Installation).....	\$ 40.13	21.62

* ROOF0070-008 06/01/2017

	Rates	Fringes
ROOFER.....	\$ 32.57	15.98

SHEE0080-002 07/01/2015

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct and Unit Installation.....	\$ 23.32	9.70

TEAM0247-003 06/01/2017

	Rates	Fringes
TRUCK DRIVER Pickup.....	\$ 25.94	0.60+a

PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If any of the above holidays fall on a Sunday, the following

Monday shall be considered the holiday and, if work is performed, the rate shall be double time.

FOOTNOTE:

a. \$418.45 per week, plus \$62.00 per day.

SUMI2010-022 09/16/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	19.27	5.85
LABORER: Common or General.....\$	15.58	5.46
LABORER: Pipelayer.....\$	17.99	5.46
TRUCK DRIVER: Dump Truck.....\$	17.00	5.71

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 www.dol.gov/whd/govcontracts.

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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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.
=====

END OF GENERAL DECISION

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



Charter Township of Ypsilanti
Residential Services Division

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484.0073
Fax: (734)544.3501

www.ytown.org

MEMORANDUM

TO: Ypsilanti Township Board of Trustees

FROM: Jeff Allen, Director – Residential Services Department

DATE: August 7, 2017

RE: Authorization to request proposals on a fuel management program to replace the existing GasBoy system

Please see the attached specifications in order to seek proposals for a new fuel management program. The current GasBoy program that we use is over 20 years old and is no longer supported by our IT department, and therefore, they have requested that we find a replacement. Over the past few years, IT has continued to make efforts to maintain this legacy system.

The Gasboy software was designed for Windows 95 and is no longer being developed. It currently runs only on Windows XP, Microsoft ended support for Windows XP in April of 2014. Windows XP no longer receives security patches and relies on older communication methods. Maintaining a network capable of supporting Windows XP is problematic and requires lowering security standard of the entire network. Many of IT's system management tools no longer work on XP machines.

This system tracks the user of both diesel and gas for many of our trucks and all of the mowers. We currently are using tanks at Ford Lake Park (Park rangers, parks mowers & tractors) and the Community Center (recreational vehicles & golf carts). This also allows us to monitor the tank levels to forecast the ordering of fuel as well as monitoring fuel deliveries.

We are also recommending that we close both the diesel and gas tanks at Ford Lake Park and re-open the 2 tanks here at the Civic Center, to give us both diesel and gas for the equipment and trucks listed above. We would still continue to operate the tank at the Community Center. We closed the Civic tanks in 2007 when the County Deputies were the only ones using them, as it was costing us additional expenses without sufficient rationalization. Since that time, our parks and maintenance operations have moved from Ford Lake Park to the maintenance garage here near the Civic Center. So now that all the employees are near here, it is more convenient to fuel here and allowing us to keep an eye on this with our cameras in the lot.

We anticipate the software to cost up to \$20,000 and we would expect an additional \$10,000 or so to re-open the Civic tanks as well as close (certify through the State of Michigan), the tanks at Ford Lake.

Should we receive the authorization to do this, we would of course, bring back a recommendation prior to moving forward and would seek approval of a budget amendment to pay for it.

NOTICE - CHARTER TOWNSHIP OF YPSILANTI (the Township)

REQUEST FOR PROPOSALS FUEL MANAGEMENT SYSTEM

The Charter Township of Ypsilanti will receive sealed proposals for **Fuel Management System** - according to the specifications of the Charter Township of Ypsilanti.

OUTSIDE OF MAILING ENVELOPES/PACKAGES MUST BE PLAINLY MARKED “**RFP FUEL MANAGEMENT SYSTEM**”, PROPOSAL DUE DATE, AND MUST BEAR THE NAME OF THE PROPOSER.

The Township reserves the right to accept any or all alternative proposals and award the contract to other than the lowest proposer, to waive any irregularities or informalities or both; to reject any or all proposals; and in general to make the award of the contract in any manner deemed by the Township, in its sole discretion, to be in the best interest of the Charter Township of Ypsilanti.

NOTICE TO PROPOSERS:

The Charter Township of Ypsilanti officially distributes RFP documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of RFP documents obtained from any other source are not considered official copies.** The Charter Township of Ypsilanti cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain RFP documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy.

CHARTER TOWNSHIP OF YPSILANTI - FUEL MANAGEMENT SYSTEM INSTRUCTIONS TO PROPOSERS

This RFP is issued by the Residential Services Department of the Charter Township of Ypsilanti.

IMPORTANT DATES

RFP Issue Date _____, 2017

Mandatory Pre-proposal Meeting _____, 2017 at ___:00 p.m.

CHARTER TOWNSHIP OF YPSILANTI

Where _____

Contact _____

Call _____ at 734-_____ to set up an appointment. Contractors should not go to the site unannounced, without the appropriate Township staff being present.

Last Date for Questions _____, 2017 by 12:00 p.m.

CHARTER TOWNSHIP OF YPSILANTI

Submit questions via email to:

Email _____ Telephone _____

or,

Email _____ Telephone _____

Response Due Date _____ . All proposals are to be submitted to:

Charter Township of Ypsilanti - _____
7200 S. Huron River Dr
Ypsilanti, MI 48197

Mandatory PRE-PROPOSAL MEETING (Charter Township of Ypsilanti)

Location: _____

Date: _____

Time: _____

Please arrive at the meeting on time. This will be your only opportunity to visit the site.

TYPE OF CONTRACT

If a contract is executed as a result of the bid, it stipulates a fixed price for products/ services.

PROPOSAL SUBMITTALS

An **UNBOUND (clipped, but not stapled) ORIGINAL and Four (4) COPIES** of each proposal must be submitted to the Ypsilanti Township Clerk’s Office. No other distribution of the proposals will be made by the Contractor. Proposals must be signed by an official authorized to bind the Contractor to its provisions.

Each respondent must submit in a sealed envelope: one (1) original proposal, four (4) additional proposal copy, one (1) original of the fee proposal, four (4) copies of the fee proposal

CHANGES TO THE RFP/ADDENDUM

Should any prospective Proposer be in doubt as to the true meaning of any portion of the Request for Proposal, or should the Proposer find any patent ambiguity, inconsistency, or omission therein, the Proposer shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to the specified person by the date listed above. The individual making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional RFP provisions that the Township may decide to include, will be made as an addendum, which will be posted on the MITN website at www.mitn.info . Any addendum issued by the Township shall become part of the RFP and shall be taken into account by each proposer in preparing their proposal. Only written addenda are binding. It is the Proposer's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on proposal form.

SUBMISSION OF PROPOSALS

Proposals must be submitted in a sealed envelope. Outside of mailing envelope must be labeled with name of contractor and name of RFP. Failure to do so may result in a premature opening or failure to open such proposal.

To be considered, sealed proposals must arrive at Township Clerk's Office, on or before the specified time and date. There will be no exceptions to this requirement. Proposal is considered received when in the possession of the Township Clerk. Contractors mailing proposals should allow ample time to ensure the timely delivery of their proposal. Proposals received after the closing date and time will not be accepted or considered.

Faxed, emailed, or telephone bids are not acceptable. The Charter Township of Ypsilanti shall not be held responsible for lost or misdirected proposals. The Township reserves the right to postpone an RFP opening for its own convenience.

Proposals must be clearly prepared and legible and must be signed by an Authorized Representative of the submitting Company on the enclosed form. Proposals must show unit and total prices. **ANY CHANGES MADE ON PROPOSAL FORMS MUST BE INITIALED OR YOUR PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.**

A proposal may be withdrawn by giving written notice to the Purchasing Manager before the stated due date/closing time. After the stated closing time, the bid may not be withdrawn or canceled for a period of One Hundred and Twenty (120) days from closing time.

Proposers are expected to examine all specifications and instructions. Failure to do so will be at the proposer's risk.

Failure to include in the proposal all information requested may be cause for rejection of the proposal.

Any samples, CDs, DVDs or any other items submitted with your proposal will not be returned to the contractor.

No proposal will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the Township Novi upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the Township.

USE OF THE TOWNSHIP LOGO IN YOUR PROPOSAL IS STRICTLY PROHIBITED.

CONSIDERATION OF PROPOSALS

In cases where items are requested by a manufacturer's name, trade name, catalog number or reference, it is understood that the proposer intends to furnish the item so identified or an item of "equal" quality and value as determined by the Charter Township of Ypsilanti.

Reference to any of the above is intended to be descriptive, but not restrictive, and only indicates articles that will be satisfactory. Bids of "equal" quality and value will be considered, provided that the proposer states in his/her bid what he/she proposed to furnish, including literature, or other descriptive matter which will clearly indicate the character of the item covered by such bid.

The Township hereby reserves the right to approve as an "equal", any item proposed which contains minor or major variations from specification requirements, but which may comply substantially therewith.

RESPONSIVE PROPOSALS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all proposals on a fair and uniform basis. Unit prices shall be submitted if space is provided on proposal form. In cases of mistakes in extension, the unit price shall govern. Accordingly, the Township reserves the right to declare as non-responsive, and reject an incomplete proposal if material information requested is not furnished, or where indirect or incomplete answers or information is not provided.

EXCEPTIONS

The Township will not accept changes or exceptions to the RFP documents/specifications unless Contractor indicates the change or exception in the "Exceptions" section of the proposal form. If Contractor neglects to make the notation on the proposal form but writes it somewhere else within the RFP documents and is awarded the contract, the change or exception will not be included as part of the contract. The original terms, conditions and specifications of the RFP documents will be applicable during the term of the contract.

CONTRACT AWARD

The contract that will be entered into will be that which is most advantageous to the Charter Township of Ypsilanti, prices and other factors considered. The Township reserves the right to accept any or all alternative proposals and to award the contract to other than the lowest proposer, waive any irregularities or informalities or both, to reject any or all proposals, and in general, to make the award of the contract in any manner deemed by the Township, in its sole discretion, to be in the best interests of the Charter Township of Ypsilanti.

After contract award, notification will be posted on the MITN website at www.mitn.info.

SELECTION PROCESS

This document is a Request for Proposals. It differs from an Invitation to Bid in that the Township is seeking a solution as described herein, and not a bid meeting firm specifications for the lowest price. As such the lowest price will not guarantee an award recommendation. Competitive sealed proposals will be evaluated based on criteria formulated around the most important features of the service, of which qualifications, experience, Township and methodology, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a contractor's approach meets the desired requirements of the Township. Those criteria that will be used and considered in evaluation for award are set forth in this document. The Township will thoroughly review all proposals received. A contract will be awarded to a qualified contractor submitting the best proposal.

PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated using the Qualifications Based Selection (QBS) process using the following criteria:

1. Functionality of Equipment, Hardware, and Software
2. References/Comparable Projects

3. Qualifications/Experience
4. Work Plan/Methodology
5. Completeness of Proposal
6. Cost Page

The evaluation committee will evaluate and rank the proposals on the basis of the apparent greatest benefit to the Charter Township of Ypsilanti. Short listed proposers may be asked to provide a presentation to the evaluation committee during the evaluation period. No negotiations, decisions, or actions shall be initiated by any firm as a result of any verbal discussion with any Township employee prior to the opening of responses to this document.

The Charter Township of Ypsilanti reserves the right to select, and subsequently recommend for award, the proposal which best meets its required needs, quality levels, and budget constraints. The Charter Township of Ypsilanti reserves the right to reject any and all proposals, to make an awarded based directly on the proposals, or to negotiate further with one or more firms. The Charter Township of Ypsilanti further reserves the right to make the final determination of actual equivalency or suitability of proposals with respect to requirements outlined herein.

The Charter Township of Ypsilanti may award a contract based on initial offers received, without discussion of such offers. Proposer's initial offer should therefore, be based on the most favorable terms available from a price and technical standpoint. The Township may, however, have discussions with those proposers that it deems in its discretion to fall within a competitive range.

GENERAL CONDITIONS

INSURANCE - A certificate of insurance naming the entity (Charter Township of Ypsilanti) as an additional insured must be provided by the successful proposer prior to commencement of work. A current certificate of insurance meeting the requirements in Attachment A is to be provided to the entity and remain in force during the entire contract period.

PERMITS - Where required by code, permits and all required inspections must be obtained by the Contractor. Fees for permits and inspections obtained from the Charter Township of Ypsilanti will be the responsibility of the awarded vendor. Upon completion, all work will be subject to the State Laws and Township Ordinance Codes.

TAX EXEMPT STATUS

It is understood that the Charter Township of Ypsilanti is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid prices. The Township will furnish the successful proposer with tax exemption certificates when requested. The Township's tax-exempt number is

IRS FORM W-9

The selected consultant will be required to provide the Township of Ann Arbor an IRS form W-9.

FREIGHT CHARGES/SHIPPING/HANDLING

All bid/proposal pricing is to be F.O.B. destination. It shall be the responsibility of the Proposer for storage and safety of all products needed for this project.

DOWN-PAYMENTS OR PRE-PAYMENTS

Any bid proposal submitted which requires a down-payment or prepayment prior to delivery and full acceptance of the item(s) as being in conformance with specifications will not be considered for award.

INVOICING

Invoices for payment must be mailed to: Charter Township of Ypsilanti

CONTRACT TERMINATION

The Township may terminate and/or cancel this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty days (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.

TRANSFER OF CONTRACT/SUBCONTRACTING

The successful proposer will be prohibited from assigning, transferring, converting or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of the Charter Township of Ypsilanti. Such approval shall not constitute a basis for privacy between the Township and any subcontractor. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the Charter Township of Ypsilanti for such acts or omissions.

NON-DISCRIMINATION

In the hiring of employees for the performance of work under this contract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status discriminate against any person qualified to perform the work required in the execution of the contract.

ACCEPTANCE OF PROPOSAL CONTENT

Should a contract ensue, the contents of the proposal of the successful Proposer may become contractual obligations. Failure of a contractor to accept these obligations may result in cancellation of the award.

DISCLOSURE

All documents, specifications, and correspondence submitted to the Charter Township of Ypsilanti become the property of the Charter Township of Ypsilanti and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments hereto. This means that any informational material submitted as part of this RFP is available without redaction to any individual or organization upon request.

ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward and concise description of the contractor's ability to meet the requirements of the bid. Emphasis should be on completeness and clarity of content. Included in the response must be a point by point response to the Requirements and other sections of the bid.

The Charter Township of Ypsilanti is not liable for any costs incurred by proposers prior to issuance of a contract.

INDEPENDENT PRICE DETERMINATION

By submission of a proposal, the proposer certifies, and in case of a joint proposal, each party hereto certifies as to its own organization, that in connection with the proposal:

(a) The prices in the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offerer or with any other Competitor; and

(b) No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that:

(c) He is the person in the proposer's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (a) and (b) above; or

(d) He is not the person in the proposer's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (a) and (b) above.

A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify the above.

SCOPE OF WORK

The Charter Township of Ypsilanti is seeking proposals from qualified firms on behalf of itself to provide, install, implement, train and support an automated fuel management and accounting system. It is expected that a turnkey solution for an automated fuel management system be provided. The automated fueling system will include the hardware and software system(s) required to manage the fueling for a fleet of vehicles and equipment, account for fuel consumed, control access to fueling products, and report current fuel product inventories.

The Township reserves the right to accept any or all alternative proposals and award the contract to other than the lowest proposer, to waive any irregularities or informalities or both; to reject any or all proposals; and in general to make the award of the contract in any manner deemed by the entity, in its sole discretion, to be in the best interest of the entity. If contracts ensue as a result of this RFP, each entity will issue separate contracts and purchase orders.

Provide a new turnkey fuel management system

The hardware provided should include communications equipment, remote fuel control terminals, a proximity card encoder, proximity card readers at each fueling depot, and 300 proximity cards.

The proposed software should include a data collection system, a set of data entry and query screens, report programs, and data query mechanisms. These systems should be organized in a way that will allow the user access to live data being collected by the fuel control terminal, and provide the user with some control over this device. By using this interface, the user can manage the fueling of vehicles and can control who is allowed to put fuel into selected vehicles.

Optional - Project may include removal & disposal of the old fuel system pedestal(s). In addition to the Fuel Management System, the selected vendor may propose to replace two out dated fuel dispensers.

The proposed system must be designed to meet the following objectives:

- The purpose of the system shall be to control dispensing equipment and provide accurate accounting of all fuel and related products being dispensed.
- The system shall have the capability of user access by: proximity card and/or manual entry of numbers via the keyboard.
- Access to products shall be restricted to people holding valid cards and who perform a predetermined series of data entry operations.
- An internal electronic file shall hold data for each card
- The authorized operator shall be able to check and/or change system operating parameters, as well as card and account data.
- All system commands shall be input by means of a single line command. A menu-driven mode should also be available.
- Improve the efficiency, security and control of fuel dispensing.
- Automate the collection of and provide a method to transfer fuel usage information.
- Provide appropriate reports to the agency.
- Integrate tank level monitoring and inventory control into the automated fuel system utilizing the Township’s existing tank level monitoring system.

Fuel Site Name	Existing Total Number of Dispensers	Existing Type of Tank Monitor System	Existing Fuel Management Unit
Ford Lake Park*** 9075 S Huron River Dr Ypsilanti, MI 48197	1 Combination Dispenser with 1 hose for Gasoline, and 1 hose Diesel	Fuelmaster 1000 gal Gasoline tank 1000 gal Diesel Tank	Gasboy 1000 Fuel Management System
Charter Twp of Ypsilanti Civic Center*** 7200 S Huron River Dr Ypsilanti, MI 48197	1 Combination Dispenser with 2 hoses for Gasoline	Unknown (2)- 6000 gal tanks needs DEQ to make useable again	Gasboy 1000 Fuel Management System
Community Center 2025 E Clark Rd Ypsilanti, MI 48198	1 Dispenser with 1 hose for Gasoline	Fuelmaster (1) 2000 gallon Gasoline tank	Gasboy 1000 Fuel Management System

*****the Civic Center location will need to be verified usable. Only one of the two (1 of 2; Civic or Ford Lake) locations will be upgraded. There will be only two (2) working sites when the project is completed; Community Center & Civic or Ford Lake.**

Optional - Project may include removal & disposal of the old fuel system pedestal(s). In addition to the Fuel Management System, the selected vendor may propose to replace two out dated fuel dispensers.

SPECIFICATIONS

GENERAL

1. This document and its attachments comprise a statement for a stand-alone automated fuel management system.
2. The system shall be manufactured using current microprocessor technology.
3. The system shall be designed to offer a wide variety of operational modes and to provide maximum versatility without special programming or engineering changes. Ease and economy of expansion shall also be a prerequisite of the proposed system.
4. The system shall be capable of operating as a stand-alone fuel management system. It shall also have the capabilities of interfacing with a variety of data processing equipment. The data processing equipment may be located on-site or remotely. In the remote mode, all commands and functions normally performed on-site through the local data terminal shall be executable remotely.
5. The system shall be listed by ETL, and shall comply with all other necessary, applicable local and national standards. The system shall comply with all applicable Federal Communications Commission (FCC) requirements.
6. The system shall provide self-test and diagnostic utilities for start-up and troubleshooting.
7. The installation should be arranged so that only one fueling location is taken out of service at a time. The second location should not be taken out of service until the first location is operational. This may require operating the new and existing fuel management system in parallel. To allow the Township to fuel its assets during installation of the system with the least amount of interference.
8. The system shall have a minimum of a thirty (30) day labor warranty and a one (1) year parts warranty.

SYSTEM COMPONENTS

1. The Fuel Island Terminal (FIT) shall be contained in a weatherproof cabinet. A pedestal for mounting the FIT shall be standard equipment. The FIT shall include the following standard features:
 - a. An easy-to-read, backlit, 32 character - 2 line, alphanumeric liquid crystal display (LCD). This display shall be readable in bright sunlight.
 - b. A 12-key metal keyboard with audible (tone) and tactile (keys move when pressed) feedback.
 - c. An "emergency stop" button to facilitate immediate termination of fueling in case of an emergency.
 - d. Each Fuel Island Terminal (FIT) shall control up to 2 hoses simultaneously.
 - e. Each Fuel Island Terminal (FIT) shall be capable of programming or reprogramming Keys.
 - f. A thermostatically controlled heater to ensure operation in extreme cold.
2. The Fuel Site Controller (FSC) shall have the capabilities to connect up to 4 FIT units.
3. Communication protocol between the FSC and the FIT's shall be determined.
4. Single or Dual Card/Key Operation - The operator shall be able to program the system for cardless (manual entry via keyboard), single and/or dual card/key operation
1. The system shall be capable of storing the following data for each card record:
 - Card Number (19 digits)
 - Card Type - Single, Driver Name, Vehicle #
 - Status - Valid or Invalid
 - Account Number (0 - 9999)
 - Expiration Date - MM/DD/YY
 - Personal Identification Number PIN (0-6 digits)
 - Current Odometer (6 digits)

- Clock/Calendar - The system shall keep an accurate accounting time and date, even in the event of a power failure. The date and time formats shall be user selectable (i.e. 12/24 hr, MMM/DD/YYYY or DD/MMM/YYYY). The system shall be able to automatically correct for daylight savings time.
 - Open/Close - The system shall have the capability of being placed in either an "Open" or "Closed" mode by authorized personnel. Fueling is not allowed in the "Closed" mode
2. Transaction Memory - The system shall have, as standard, the capabilities to store transactions in non-volatile RAM. Each transaction shall contain:
 - Sequential Transaction Number
 - Transaction Termination Code (i.e., Normal, Quantity Restriction, etc.)
 - Driver Card Number
 - Vehicle Card Number (omitted for single card transactions)
 - Date and Time
 - Fuel Type
 - Pump Number
 - Quantity Dispensed
 - Odometer Entry
 - Misc. Keyboard Number
 - Receipt Status - Issued/Not Issued
 5. Fuel Type (Product) Identification - The operator shall be able to specify and store the description of up to 4 products.
 6. Clock/Calendar - The system shall keep an accurate accounting time and date, even in the event of a power failure. The date and time formats shall be user selectable (i.e. 12/24 hr, MMM/DD/YYYY or DD/MMM/YYYY). The system shall be able to automatically correct for daylight savings time.
 7. Quantity Restriction - The operator shall be able to assign a level number to each individual user or account group to limit the amount of fuel dispensed for each transaction.
 8. Open/Close - The system shall have the capability of being placed in either an "Open" or "Closed" mode by authorized personnel. Fueling is not allowed in the "Closed" mode.
 9. Personal Identification Numbers (PIN) - The system shall have the ability to recognize and verify up to a 6 digit Personal Identification Number (PEST) when entered at the Fuel Island Terminal. The operator shall have a choice of methods to select PIN's for each individual user:
 - a. Individually program a PIN number for each user
 - b. Automatically generate a random PIN number
 - c. The system shall be able to invalidate a card after 3 consecutive incorrect PIN entries.
 10. Pump Configuration - The operator shall be able to program and store operating parameters for each hose position. These parameters shall include:
 - a. Pump Number - A pump number from 0 - 99 to be assigned to any available relay position.
 - b. Fuel Type Number - The Fuel Type number (1-16) and operator-selectable description of the product being dispensed by the pump.
 - c. Tank Number - The tank number (1 - 8) to be used by the inventory program.
 - d. Quantity of Fuel per Transaction Limit.
 - e. Total Transaction Timeout - The system shall be able to monitor a total transaction time, programmable for each hose between 1 - 999 seconds (an entry of '0' shall allow unlimited time). The system shall turn off the pump if that time is exceeded.
 - f. Pump Handle Time-Out - The system shall monitor the time between authorization and activation of the pump handle which is programmable for each hose between 1 - 999 seconds (an entry of '0' shall allow

unlimited time). If the device is selected but the pump handle not activated by the user before the end of this period, the transaction shall be terminated.

- g. First Pulse Time-Out - The system shall monitor the time between the activation of the pump handle and the receipt of the first pulse which is programmable for each hose between 1 – 999 seconds (an entry of '0' shall allow unlimited time). The transaction shall be terminated if that time exceeds the programmed parameter.
 - h. Missing Pulse Detector (MPD) Timeout - A "Missing Pulse Detector" (MPD) shall be built into the circuit controlling each pump so that all power shall be removed from the pump if the pulses indicating fuel flow are not received at regular intervals. The length of the acceptable interval between pulses shall be programmable for each hose between 1 - 999 seconds (an entry of '0' shall allow unlimited time).
 - i. Pulser Divide Rate - The operator shall be able to program the system to assign 1 - 9999 pulses per unit of fuel measure.
 - j. Pump Deactivation Sentry - The operator shall be able to program the system to automatically place a pump "out of service" after 3 consecutive "zero quantity" fueling transactions occurring from that pump (zero quantity transactions may be an indication of a pump or pulser hardware failure). An "out of service", or other operator defined message, pump shall be indicated on the Fuel Island Terminal (FIT) display. This feature may be disabled for a particular pump.
11. Card Status - The system shall have the capacity for the Township to allow driver and/or vehicle cards to be declared valid or invalid by authorized personnel.
 12. Site Name - The system shall have the provision to program a 12-character site name into memory. This is used when the system is accessed.
 13. Inventory Control - The system shall be capable of displaying, on demand, the current inventory amount for each individual tank.
 14. Manual Operation - The operator shall have the ability to place pumps in a "manual" mode, allowing manual operation of the pumps (without entering a card). This can be done directly, through the programming terminal, or remotely by modem.
 15. Display Prompts - All Fuel Island Terminal display prompts shall be programmable by the operator. The system shall use a set of standard default prompts at start-up.
 16. Password - The operator shall be able to program a 6 character, alphanumeric password that must be entered correctly to gain access to the system.
 17. Pump Handle Monitor - The system shall monitor the pump handle to insure that it was turned to the "OFF" (reset) position before the pump can be reactivated. The operator shall be able to disable this feature.
 18. Odometer Reasonability - The system shall have the capability of checking an odometer entry against the last odometer entry plus the authorized range allowed for that vehicle. The system shall be able to either record an error or deny access to fuel for an odometer entry that is not within the correct range.

REPORTS

1. The system shall have the capability to generate reports. The operator shall be able to access these reports, on-demand. The system shall be able to display or print report data at the user's discretion.
2. System Information Reports
 - System Status Report
 - FIT Status
 - Pump Configuration Data
3. Transaction Data Report
4. Card/Key Information Report

5. Account Information Report
6. Pump Totals and Totalizers Report
7. Inventory Report
8. Product Totals Report

FUEL MANAGEMENT SOFTWARE

1. Cloud and/or Browser based solutions are preferred.
2. Full support for Windows 10 Enterprise 64-bit build 1607 and higher.
3. Must run under a Standard User, must not require admin rights (at any level) to operate.
4. If there is a 'server' component :
 - a. Must be supported on Windows Server 2016 or CentOS 7 64bit
 - b. Must support a remote MS SQL 2014 or MariaDB. (No SQL Express permitted)
5. Requirements for any network attached hardware.
 - a. Default passwords will be changed.
 - b. DHCP is required, No static IPs allowed (Reservations are used for all equipment)
6. Connectivity requirements.
 - a. Hard wired is always preferred.
 - b. If wireless is required, it should not run in the public 2.4Ghz range. A private band, 900Mhz, or 5Ghz is preferred.
 - c. If wireless; traffic must be encrypted. WPA2-AES or better. No exceptions. PSK will be a minimal of 24 characters.
7. The software shall have an intuitive user interface to easily navigate between various screens.
8. The software shall have the ability to communicate to multiple fuel sites through a Local Area Network with a ping tolerance no less of 60ms.
9. The software shall be able to backup and restore the card/key records at any location on demand.
10. The software shall be able to poll transaction data at multiple locations on demand.
11. The software shall have an auto-poll scheduler to schedule these activities to be automatically performed daily, weekly or monthly.
12. The software shall be able to export transaction data in multiple formats including Excel, HTML, CSV (comma separated variable width).
13. A version of the software shall be available to facilitate card management by automatically updating the card records at each site during transaction polling.
14. A version of the software shall be available to retrieve inventory and delivery information from the tank gauge at each location. This data is reconciled with the transaction data to produce a variance report.
15. The Vendor will supply hands on training and printed training manuals/procedures for Township staff on the installation and setup of all items needed to install the system on future asset purchases. Township's preference is to have training manuals/procedures in hard copy and in electronic format (MS Word).
16. The Vendor will supply hands on training and printed training manuals/procedures on the operation and general maintenance of the all components and software for the system. Township's preference is to have training manuals/procedures in hard copy and electronic format (MS Word).

EXECUTION OF AGREEMENT

The bidder whose proposal is accepted shall be required to execute the agreement and to furnish three (3) signed originals and all insurance coverage as specified within ten (10) days after receiving notice of such acceptance. Any agreement awarded pursuant to any bid shall not be binding upon the Township until a written agreement has been executed by both parties. Failure or refusal to execute the agreement shall be considered an abandoned all rights and interest in the award, and the bid bond may be declared to be forfeited to the Township, and the agreement may be awarded to another.

INDEMNIFICATION

The successful bidder agrees to indemnify the Township and various associated persons. Please refer to paragraph 13 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the Contractor that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. Statistical information which may be contained in the RFP or any addendum thereto is for informational purposes only.

LEGAL STATUS OF BIDDER

The bidder shall fill out the appropriate portion of the form and strike out the other two:

1. A corporation duly organized and doing business under the laws of the State of _____ for whom _____, bearing the office title of _____, whose signature is affixed to this proposal, is duly authorized to execute agreements.
2. A partnership, all members of which, with addresses, are:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. An individual, whose signature is affixed to the proposal,

_____	_____
_____	_____
_____	_____

ATTACHMENT A

Attachment B

IRAN LINKED BUSINESS CERTIFICATION

Pursuant to Michigan Public Act 517 of 2012, any Bidder that submits a bid on a request for proposal with the 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 the 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.



Office (734) 544-4225
Fire Chief (734) 544-4110
Fire Marshal (734) 544-4107
Fax (734) 544-4195

FIRE DEPARTMENT
222 SOUTH FORD BOULEVARD
YPSILANTI, MICHIGAN 48198-6067

MEMORANDUM

To: Charter Township of Ypsilanti Trustees

From: Fire Chief Eric Copeland

Date: August 7, 2017

Subject: Authorization to accept bids for replacement of two furnaces and air conditioning units at 222 S. Ford Boulevard (Fire Headquarters) budgeted in line item: #206-970-000-971-008
CAPITAL OUTLAY – PROPERTY IMPROVEMENT – FY 2017.

The final two of four HVAC units located at our Fire HQ are due for replacement. Back in April of this year the Board granted authorization to accept bids for this project however the bids received were over budget. I am again seeking authorization to accept bids for replacement of two HVAC units at our 222 S. Ford Blvd fire station.

Thank you,

ERC;



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Fire Chief (734) 544-4110
Fire Marshal (734) 544-4107
Fax (734) 544-4195

FIRE DEPARTMENT
222 SOUTH FORD BOULEVARD
YPSILANTI, MICHIGAN 48198-6067

Fire Headquarters Furnace and Air Conditioner removal and replacement SPECIFICATIONS

The Charter Township of Ypsilanti requirements for this project are as follows:

ADHERENCE TO CONTRACT PROVISION CHECKLIST:

- **Prevailing Wage Provision** (If Applicable).
- **Bonds:** (If project/bid is over \$25,000.00)
- **Performance Bond:** (If required usually equal to amount of the bid)
- **Maintenance & Guarantee Bond:** (If required)
- **Bid Bond or Surety Bond:** (If required usually 5% of bid)
- **Insurance Certificates:** Workers Compensation - \$500,000 limit each accident. General Liability – (combined single limit of \$1,000,000.00 each occurrence for bodily injury & property damage) must include 60 day written notice for change of coverage cancellation or non-renewable coverage
- **Protective Policy:** (combined single limit of \$1,000,000.00 each occurrence for bodily injury & property damage) Must Name **“The Charter Township of Ypsilanti and it’s past, present, and future elected Officials, Appointed Commissions and Boards, Agents and Employees shall be named as “Additional named Insured” (unless otherwise approved by the Township Attorney) on the General Liability Policy with respect to the services provided under this Contract”**.
- **Automobile Liability:** covers owned, hired and non-owned vehicles with personal protection insurance and property protection. Includes residual liability insurance with a combined single limit of \$1,000,000.00 each accident for bodily injury and property damage.
- **Builder’s Risk:** (Required if over \$25,000.00)
- **Umbrella Policy/Excess Coverage:** (Optional)
- **Correct Coverage Amounts – Township Named as “Additional Named Insured”**

1) Pre-bid meeting on Tuesday, August 29, 2017 at 8:30 a.m. to 10:00 a.m. (Optional)

The Charter Township of Ypsilanti general requirements for this project are as follows:

- PERMITS: The Contractor shall furnish and pay for all permits and inspections required for his work.
- CODES: All work performed shall comply with all applicable codes and ordinances including all Building Codes, Mechanical Codes, Plumbing Codes, Electrical Codes and Fire Codes. If required by the local codes the building systems affected by this work shall be brought up to current code unless grandfathered under the code.
- EQUIPMENT SIZING: All contractors are responsible for determining the appropriate equipment size. It is required that the contractor have a licensed professional engineer verify the equipment size.
- CONTRACTOR to provide a detailed list with the quoted of the new Furnace & A/C units efficiency for all equipment to be replaced.

PRICING SHALL INCLUDE:

- Performance and Payment Bond costs
- Prevailing Wage Labor Rates
- Costs of all Permits and required inspections
- Costs of all Engineering and Architectural drawings and seals if required
- All applicable taxes. Include all special taxes that may be assessed locally on contract work such as a “Business Tax” or “Contractor tax” for the privilege of doing business in the City, County or other Government jurisdiction.

PROPOSAL DELIVERY:

- Two (2) Hard copy of the proposal mailed/delivered in sealed envelope to :

Charter Township of Ypsilanti Clerk’s Office
Attention: L. Garrett
7200 South Huron River Drive
Ypsilanti, MI 48197
Please mark envelope “Furnace and Air Conditioner Bid”

Due Date: Bids are due on or before 10:00 AM on Thursday, September 14th 2017.

- Please direct any questions to Fire Chief Eric Copeland (734) 368-6769, email at ecopeland@ytown.org or Lieutenant Steve Wallgren (734) 368-5342 or email at swallgren@ytown.org

FURNACE REPLACEMENT:

1. Remove and legally dispose of (2) furnace units, fans, condensing units, controls, thermostats associated with the furnace units.
2. Furnish and install two (2) furnace units, fans, condensing units, controls thermostats associated with the new furnace units.
3. The new furnace units will be (2) Natural Gas / 90 BTUH / 4 TON units with programmable thermostats.
4. The new units have high efficiency ratings not less than 90% along with unit decibel ratings.

AIR CONDITIONER REPLACEMENT:

1. Remove and legally dispose of the condensing unit. All refrigerant shall be recovered per EPA requirements.
2. Furnish and install two (2) air conditioning units, fans, condensing units, control thermostats associated with the new air conditioning units.
3. Provide housekeeping pad, vibration isolation system.
4. Provide all refrigerant lines sets, service valves, wall patch, electrical, commissioning etc. for a fully functioning system.
5. Provide owner training on all new equipment.

The Michigan Building Code requirements and specifications for this project are as follows:

- 1) All workmanship to be performed according to the Michigan Building Code 2015 requirements.
- 2) Furnish and install proper intake & exhaust air per the Michigan Building Code 2015 requirements.
- 3) Secure any and all required permits from Ypsilanti Township.

For any questions about the specifications, please contact Fire Chief Eric Copeland (734) 368-6769, email at ecopeland@ytown.org or Captain Keith Harr (734) 368-5342 or Lieutenant Steve Wallgren (734) 368-5342 or email at kharr@ytown.org or swallgren@ytown.org respectively.



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Fire Chief (734) 544-4110
Fire Marshal (734) 544-4107
Fax (734) 544-4195

FIRE DEPARTMENT
222 SOUTH FORD BOULEVARD
YPSILANTI, MICHIGAN 48198-6067

MEMORANDUM

To: Charter Township of Ypsilanti Trustees

From: Fire Chief Eric Copeland

Date: August 7, 2017

Subject: Authorization to accept bids for replacement of carpet at 222 S. Ford Boulevard (Fire Headquarters) budgeted in line item: #206-970-000-971-008 **CAPITAL OUTLAY – PROPERTY IMPROVEMENT – FY 2017.**

The carpeting throughout the 222 S. Ford Blvd station is in poor condition and in need of replacement as outlined in the Fire Headquarter Capital Improvement Plan. I am seeking authorization to accept bids for a carpet replacement project according to the specifications set forth and according to Ypsilanti Township bid procedures.

Thank you,

ERC;



Office (734) 544-4225
Fire Chief (734) 544-4110
Fire Marshal (734) 544-4107
Fax (734) 544-4195

FIRE DEPARTMENT
222 SOUTH FORD BOULEVARD
YPSILANTI, MICHIGAN 48198-6067

Fire Headquarters Carpet Removal and Replacement SPECIFICATIONS

The Charter Township of Ypsilanti requirements for this project are as follows:

ADHERENCE TO CONTRACT PROVISION CHECKLIST:

- **Prevailing Wage Provision** (If Applicable).
- **Bonds:** (If project/bid is over \$25,000.00)
- **Performance Bond:** (If required usually equal to amount of the bid)
- **Maintenance & Guarantee Bond:** (If required)
- **Bid Bond or Surety Bond:** (If required usually 5% of bid)
- **Insurance Certificates:** Workers Compensation - \$500,000 limit each accident. General Liability – (combined single limit of \$1,000,000.00 each occurrence for bodily injury & property damage) must include 60 day written notice for change of coverage cancellation or non-renewable coverage
- **Protective Policy:** (combined single limit of \$1,000,000.00 each occurrence for bodily injury & property damage) Must Name **“The Charter Township of Ypsilanti and it’s past, present, and future elected Officials, Appointed Commissions and Boards, Agents and Employees shall be named as “Additional named Insured” (unless otherwise approved by the Township Attorney) on the General Liability Policy with respect to the services provided under this Contract”**.
- **Automobile Liability:** covers owned, hired and non-owned vehicles with personal protection insurance and property protection. Includes residual liability insurance with a combined single limit of \$1,000,000.00 each accident for bodily injury and property damage.
- **Builder’s Risk:** (Required if over \$25,000.00)
- **Umbrella Policy/Excess Coverage:** (Optional)
- **Correct Coverage Amounts – Township Named as “Additional Named Insured”**

1) Pre-bid meeting on TBD (Optional)

The Charter Township of Ypsilanti general requirements for this project are as follows:

- PERMITS: The Contractor shall furnish and pay for all permits and inspections required for his work.
- CODES: All work performed shall comply with all applicable codes and ordinances including all Building Codes, Mechanical Codes, Plumbing Codes, Electrical Codes and Fire Codes. If required by the local codes the building systems affected by this work shall be brought up to current code unless grandfathered under the code.
- EQUIPMENT/ PRODUCT SIZING: All contractors are responsible for determining the appropriate equipment/product sizing. It is required that the contractor have a licensed professional engineer verify the equipment/product size or measurements at openings/transits.
- CONTRACTOR to provide a detailed list including specifics for removal/disposal, carpet type and warranty, floor preparation where required, carpet installation specifics including cove base-transits-vinyl bars-glue strips and/or moving of furniture.

PRICING SHALL INCLUDE:

- Performance and Payment Bond costs
- Prevailing Wage Labor Rates
- Costs of all Permits and required inspections
- Costs of all Engineering and Architectural drawings and seals if required
- All applicable taxes. Include all special taxes that may be assessed locally on contract work such as a “Business Tax” or “Contractor tax” for the privilege of doing business in the City, County or other Government jurisdiction.

PROPOSAL DELIVERY:

- Two (2) Hard copy of the proposal mailed/delivered in sealed envelope to :

Charter Township of Ypsilanti Clerk’s Office
Attention: L. Garrett
7200 South Huron River Drive
Ypsilanti, MI 48197
Please mark envelope “Fire Station Carpet Replacement”

- Please direct any questions to Fire Chief Eric Copeland (734) 368-6769, email at ecopeland@ytown.org or Captain Keith Harr (734) 368-5342 or Lieutenant Steve Wallgren (734) 368-5342 or email at kharr@ytown.org or swallgren@ytown.org respectively.

Due Date of Bids TBD

CARPET REPLACEMENT:

1. Remove and legally dispose of old carpet.
2. Floor preparation as needed or required upon removal.
3. Install a Broadloom style carpet (similar to existing in color and weight)
4. Replacement of Cove base
5. New vinyl transition strips.
6. No bid shall exceed the budgeted project amount. (\$20,000)

Project shall adhere to any applicable Michigan Building Code or IFC requirements and specifications related to this project.

- 1) All workmanship according to any Michigan Building Code 2015 or IFC 2012 requirements.
- 2) Floor preparation or alterations per the Michigan Building Code 2015 requirements.
- 3) Secure any and all required permits from Ypsilanti Township.

For any questions about the specifications, please contact Fire Chief Eric Copeland (734) 368-6769, email at ecopeland@ytown.org or Captain Keith Harr (734) 368-5342 or Lieutenant Steve Wallgren (734) 368-5342 or email at kharr@ytown.org or swallgren@ytown.org respectively.

OTHER BUSINESS
