

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.

December 17, 2019 *Revised 12-17-19*

Work Session – 5:00 p.m.

Regular Meeting – 7:00 p.m.

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

DEPARTMENTAL REPORTS

YPSILANTI TOWNSHIP FIRE DEPARTMENT
MONTHLY REPORT

OCTOBER 2019

Fire Department staffing levels are as follows:

| | | |
|----------------|---------------------|-----------------------------|
| 1 Fire Chief | 3 Shift Captains | 19 Fire Fighters |
| 1 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 388 requests for assistance. Of those requests, 234 were medical emergency service calls, with the remaining 154 incidents classified as non-medical and/or fire related.

Department activities for the month of October, 2019:

- 1) The Public Education Department participated in the following events:
 - a) Truck Demonstration @ Wiard's Orchard
 - b) Truck Demonstration @ Pineview Church Trunk N Treat
 - c) Truck Demonstration @ KC Child Care
 - d) Truck Demonstration @ Stephanie's Day Care
 - e) Truck Demonstration @ Hewitt Road Day Care
 - f) Truck Demonstration @ Love, Laugh, Learn Day Care
 - g) Truck Demonstration @ Rawsonville Elementary
 - h) Truck Demonstration @ Ypsi Moose Halloween Party
 - i) Truck Demonstration @ Greene Farm Sub Halloween Party
 - j) Truck Demonstration @ First Fine Arts Day Care
 - k) Hosted Shred Event for Township Residents
 - l) Smoke Alarms: 1954 Mary Catherine (2)
 - m) Car Seat fittings for U of M Buckle Up program
- 2) Fire fighters attended 10 neighborhood watch meetings
- 3) Fire fighters received training in the following areas:
 - a) Washtenaw County Haz-Mat Team
 - b) Deterring Workplace Bullying

The Fire Marshal had these activities / events for the month of October, 2019:

- 1) Fire Investigations: 1
- 2) Plan Reviews: 12
- 3) Building Inspections: 15
- 4) Alarm Test / Inspection: 1
- 5) Suppression Inspections: 3
- 6) Addressing: 1
- 7) Court: 1 (arson case)
- 8) SE MI Fire Chiefs meeting
- 9) Meetings: 4
- 10) Class: Staff & Command – week long
- 11) Training: Deterring Workplace Bullying

The Fire Chief attended these meetings / events for the month of October, 2019:

- 1) Negotiations for Firefighter Union Contract
- 2) WAMAA
- 3) Took delivery of 2 new Fire Trucks
- 4) Haz-Mat Authority Board meeting
- 5) SE MI Fire Chiefs meeting
- 6) Dispatch Run Card workshop
- 7) Pre-Bid meeting – new HQ bathrooms & furnace
- 8) Hydro Flow test – Kalitta Turbines
- 9) Bid Openings – new HQ bathrooms & furnace
- 10) 800 MHz Consortium meeting
- 11) ACM Truck Lease agreement
- 12) Researched agenda items for Township Board
- 13) AMA Review meeting with Pittsfield Township Chief Gleason
- 14) Washtenaw 100 banquet
- 15) Emergency Medical Service Commission meeting
- 16) Snow Emergency Council meeting
- 17) Pre-application meeting – R & L Carriers
- 18) Staff & Command graduation
- 19) Deterring Workplace Bullying class
- 20) Released 495 Insurance Funds: N Prospect, Desoto, & Lexington Parkway
- 21) Gift for Township Supervisor

There was 0 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 ***\$45,300.00***. All occurred at the following locations:

| DATE OF LOSS | ADDRESS | ESTIMATED LOSS |
|---------------|------------------------|--|
| 1) 10/02/2019 | 1463 Glengrove | \$ 45,000.00 (building) |
| 2) 10/04/2019 | 924 Holmes | \$ 0.00 (outside rubbish) |
| 3) 10/11/2019 | 2025 Merrill #2 | \$ 150.00 (cooking) |
| 4) 10/12/2019 | 497 Belmont Drive | \$ 150.00 (cooking) |
| 5) 10/13/2019 | 2246 Touchdown Court | \$ 0.00 (Mutual Aid – City of Ypsilanti) |
| 6) 10/24/2019 | 5900 Bridge #204 | \$ 0.00 (cooking) |
| 7) 10/24/2019 | 423 W Forest | \$ 0.00 (Mutual Aid – City of Ypsilanti) |
| 8) 10/26/2019 | 47612 W Huron River Dr | \$ 0.00 (Mutual Aid – Van Buren Twp) |

Respectfully submitted,

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

Attachment: Image Trend Incident Type Report (Summary): 10/01/2019 – 10/31/2019

Ypsilanti Township - Incident Type Report (Summary)
monthly

| Basic Incident Type Code And Description (FD1.21) | Total Incidents | Total Incidents Percent of Incidents | Total Property Loss | Total Content Loss | Total Loss | Total Loss Percent of Total |
|---|-----------------|--------------------------------------|------------------------|------------------------|------------------------|-----------------------------|
| Incident Type Category (FD1.21): 1 - Fire | | | | | | |
| 111 - Building fire | 4 | 1.03% | 30000.00 | 15000.00 | 45000.00 | 99.34% |
| 113 - Cooking fire, confined to container | 3 | 0.77% | 0.00 | 300.00 | 300.00 | 0.66% |
| 151 - Outside rubbish, trash or waste fire | 1 | 0.26% | | | | |
| Total: 8 | | Total: 2.06% | Total: 30000.00 | Total: 15300.00 | Total: 45300.00 | Total: 100.00% |
| Incident Type Category (FD1.21): 2 - Overpressure Rupture, Explosion, Overheat (No Fire) | | | | | | |
| 251 - Excessive heat, scorch burns with no ignition | 2 | 0.52% | | | | |
| Total: 2 | | Total: 0.52% | Total: 0.00 | Total: 0.00 | Total: 0.00 | Total: 0.00% |
| Incident Type Category (FD1.21): 3 - Rescue & Emergency Medical Service Incident | | | | | | |
| 300 - Rescue, EMS incident, other | 18 | 4.64% | | | | |
| 311 - Medical assist, assist EMS crew | 44 | 11.34% | | | | |
| 320 - Emergency medical service, other | 25 | 6.44% | | | | |
| 321 - EMS call, excluding vehicle accident with injury | 123 | 31.70% | | | | |
| 322 - Motor vehicle accident with injuries | 8 | 2.06% | | | | |
| 323 - Motor vehicle/pedestrian accident (MV Ped) | 1 | 0.26% | | | | |
| 324 - Motor vehicle accident with no injuries. | 14 | 3.61% | | | | |
| 381 - Rescue or EMS standby | 1 | 0.26% | | | | |
| Total: 234 | | Total: 60.31% | Total: 0.00 | Total: 0.00 | Total: 0.00 | Total: 0.00% |
| Incident Type Category (FD1.21): 4 - Hazardous Condition (No Fire) | | | | | | |
| 411 - Gasoline or other flammable liquid spill | 1 | 0.26% | | | | |
| 424 - Carbon monoxide incident | 4 | 1.03% | | | | |
| 442 - Overheated motor | 1 | 0.26% | | | | |
| 444 - Power line down | 1 | 0.26% | | | | |
| 445 - Arcing, shorted electrical equipment | 1 | 0.26% | | | | |
| Total: 8 | | Total: 2.06% | Total: 0.00 | Total: 0.00 | Total: 0.00 | Total: 0.00% |
| Incident Type Category (FD1.21): 5 - Service Call | | | | | | |
| 510 - Person in distress, other | 1 | 0.26% | | | | |
| 511 - Lock-out | 1 | 0.26% | | | | |
| 522 - Water or steam leak | 1 | 0.26% | | | | |
| 531 - Smoke or odor removal | 1 | 0.26% | | | | |
| 550 - Public service assistance, other | 1 | 0.26% | | | | |
| 551 - Assist police or other governmental agency | 1 | 0.26% | | | | |
| 552 - Police matter | 1 | 0.26% | | | | |
| 554 - Assist invalid | 1 | 0.26% | | | | |
| 561 - Unauthorized burning | 3 | 0.77% | 0.00 | 0.00 | 0.00 | 0.00% |
| Total: 11 | | Total: 2.84% | Total: 0.00 | Total: 0.00 | Total: 0.00 | Total: 0.00% |
| Incident Type Category (FD1.21): 6 - Good Intent Call | | | | | | |
| 600 - Good intent call, other | 4 | 1.03% | | | | |
| 611 - Dispatched and cancelled en route | 89 | 22.94% | | | | |
| 622 - No incident found on arrival at dispatch address | 3 | 0.77% | 0.00 | 0.00 | 0.00 | 0.00% |
| 651 - Smoke scare, odor of smoke | 3 | 0.77% | | | | |
| Total: 99 | | Total: 25.52% | Total: 0.00 | Total: 0.00 | Total: 0.00 | Total: 0.00% |
| Incident Type Category (FD1.21): 7 - False Alarm & False Call | | | | | | |
| 700 - False alarm or false call, other | 6 | 1.55% | | | | |
| 710 - Malicious, mischievous false call, other | 1 | 0.26% | | | | |

| Basic Incident Type Code And Description (FD1.21) | Total Incidents | Total Incidents Percent of Incidents | Total Property Loss | Total Content Loss | Total Loss | Total Loss Percent of Total |
|---|-----------------|--------------------------------------|------------------------|------------------------|------------------------|-----------------------------|
| 733 - Smoke detector activation due to malfunction | 2 | 0.52% | | | | |
| 735 - Alarm system sounded due to malfunction | 1 | 0.26% | | | | |
| 736 - CO detector activation due to malfunction | 2 | 0.52% | | | | |
| 743 - Smoke detector activation, no fire - unintentional | 3 | 0.77% | | | | |
| 744 - Detector activation, no fire - unintentional | 2 | 0.52% | | | | |
| 745 - Alarm system activation, no fire - unintentional | 7 | 1.80% | | | | |
| Total: 24 | | Total: 6.19% | Total: 0.00 | Total: 0.00 | Total: 0.00 | Total: 0.00% |
| Incident Type Category (FD1.21): 9 - Special Incident Type | | | | | | |
| 900 - Special type of incident, other | 1 | 0.26% | | | | |
| 911 - Citizen complaint | 1 | 0.26% | | | | |
| Total: 2 | | Total: 0.52% | Total: 0.00 | Total: 0.00 | Total: 0.00 | Total: 0.00% |
| Total: 388 | | Total: 100.00% | Total: 30000.00 | Total: 15300.00 | Total: 45300.00 | Total: 100.00% |



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 sheriffinfo@ewashtenaw.org

MARK A. PTASZEK
UNDERSHERIFF

To: Brenda Stumbo, Ypsilanti Township Supervisor
From: Nancy Hansen, Police Services Captain
Cc: Mike Radzik, Ypsilanti Township Police Administrator & Ypsilanti Township Board
Keith Flores, WCSO Police Services Commander
Chad Teets, Police Services Lieutenant
Date: November 8, 2019
Re: November 2019 Police Services Monthly Report

SUMMARY:

In November 2019, there were 3015 calls for service in Ypsilanti Township. An 11% increase in calls for service as compared to November 2018.

OPERATIONS

During November 2019, Patrol Operations responded to calls for service, conducted traffic enforcement and community engagement duties in pursuit of our total policing philosophy.

An area that was up during November was the increase of home invasions and breaking and entering's. Statistically we had a 27% increase of home invasions compared to November 2018 (14 this year / 11 last year). The breaking and entering's was up 200% compared to November 2018 (3 this year / 1 last year).

Where we saw noticeable improvement in November was the decrease in robberies, assaultive crimes, larcenies and vehicle thefts. Robberies were down 75% (1 this year / 4 last year), assaultive crimes down 24% (56 this year / 74 last year), larcenies down 15% (40 this year / 47 last year) and vehicle thefts down 74% (5 this year / 19 last year).

YOUTH INITIATIVE

The Sheriff's Office continues to partner with courts, probation and social services to ensure that there is accountability beyond Sheriff's Office contact with the offenders that are consistently involved in crimes. From a year to date perspective, comparing 2019 to the same period in 2018, our juvenile offenses and complaints are down 25% and our runaway complaints are down 12%, 65 through November 2018 compared to 57 through November 2019.

COMMUNITY ACTION TEAM

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

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

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

NIXLE

As a reminder for residents they can sign up for “Up-to-the-minute updates” from the Washtenaw County Sheriff’s Office by email or cell phone at www.nixle.com

HOUSE WATCH

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

NEW FACES

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

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

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



YPSILANTI TOWNSHIP MONTHLY POLICE SERVICES DATA

November 2019

JERRY L. CLAYTON
SHERIFF

| Incidents | Month 2019 | Month 2018 | % Change | YTD 2019 | YTD 2018 | % Change |
|--|---------------------|-------------------|--|--------------|----------|----------|
| Traffic Stops | 529 | 469 | 13% | 8618 | 8602 | 0% |
| Citations | 202 | 270 | -25% | 5064 | 5341 | -5% |
| Drunk Driving (OWI) | 10 | 9 | 11% | 128 | 136 | -6% |
| Drugged Driving (OUID) | 4 | 4 | 0% | 42 | 57 | -26% |
| Calls for Service Total | 3015 | 2722 | 11% | 37699 | 37870 | 0% |
| Calls for Service <i>(Traffic stops and non-response medicals removed)</i> | 2093 | 1857 | 13% | 25052 | 25037 | 0% |
| Robberies | 1 | 4 | -75% | 47 | 36 | 31% |
| Assaultive Crimes | 56 | 74 | -24% | 781 | 722 | 8% |
| Home Invasions | 14 | 11 | 27% | 124 | 124 | 0% |
| Breaking and Entering's | 3 | 1 | 200% | 48 | 32 | 50% |
| Larcenies | 40 | 47 | -15% | 648 | 474 | 37% |
| Vehicle Thefts | 5 | 19 | -74% | 118 | 92 | 28% |
| Traffic Crashes | 98 | 95 | 3% | 982 | 981 | 0% |
| Medical Assists | 60 | 57 | 5% | 702 | 670 | 5% |
| Animal Complaints <i>(ACO Response)</i> | 10 | 30 | -67% | 431 | 438 | -2% |
| In/Out of Area Time | Month | YTD | + = Positive Change - = Negative Change | | | |
| | <i>(minutes)</i> | <i>(minutes)</i> | | | | |
| Into Area Time | 1240 | 17599 | | | | |
| Out of Area Time | 1849 | 44282 | | | | |
| Investigative Ops (DB) | 30180 | 343564 | | | | |
| Secondary Road Patrol | 61 | 8315 | | | | |
| County Wide | 1533 | 11737 | | | | |
| | Hours Accum. | Hours Used | Balance | *Under audit | | |
| Banked Hours | * | * | * | | | |

Report Date / Time: 12/08/2019 02:27 PM

Period 11/01/2019 Thru 11/30/2019

For City: YPT

MONTHLY SUMMARY OF OFFENSES

| CLASS | Description | All offenses that were Attempted or Completed | | | | | | ARRESTS | | | | | |
|-------|--|---|-----|---------|----------|-----|---------|----------|-----|----------|-----|--------|-----|
| | | Nov/2019 | | | Nov/2018 | | | ADULT | | JUV | | Totals | |
| | | Nov/2019 | YTD | % CHG | Nov/2019 | YTD | % CHG | Nov/2019 | YTD | Nov/2019 | YTD | Nov | YTD |
| 09001 | MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNT | 0 | 0 | 0% | 2 | 2 | 0% | 0 | 1 | 0 | 0 | 0 | 1 |
| 09002 | NEGLIGENT HOMICIDE/MANSLAUGHTER (INVOLUNTA | 0 | 0 | 0% | 0 | 1 | -100.0% | 0 | 0 | 0 | 0 | 0 | 0 |
| 10001 | KIDNAPPING/ABDUCTION | 0 | 1 | -100.0% | 3 | 5 | -40.0% | 0 | 1 | 0 | 0 | 0 | 1 |
| 10002 | PARENTAL KIDNAPPING | 1 | 0 | 0% | 4 | 2 | 100.0% | 0 | 0 | 0 | 0 | 0 | 0 |
| 11001 | SEXUAL PENETRATION PENIS/VAGINA -CSC IST DEG | 1 | 2 | -50.0% | 28 | 27 | 3.7% | 0 | 2 | 0 | 0 | 0 | 2 |
| 11002 | SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DE | 1 | 0 | 0% | 7 | 4 | 75.0% | 0 | 0 | 0 | 0 | 0 | 0 |
| 11003 | SEXUAL PENETRATION ORAL/ANAL -CSC IST DEGRE | 0 | 2 | -100.0% | 7 | 4 | 75.0% | 0 | 1 | 0 | 0 | 0 | 1 |
| 11004 | SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGRE | 0 | 0 | 0% | 3 | 1 | 200.0% | 0 | 0 | 0 | 0 | 0 | 0 |
| 11005 | SEXUAL PENETRATION OBJECT -CSC IST DEGREE | 0 | 1 | -100.0% | 1 | 2 | -50.0% | 0 | 0 | 0 | 0 | 0 | 0 |
| 11006 | SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE | 0 | 0 | 0% | 0 | 2 | -100.0% | 0 | 0 | 0 | 0 | 0 | 0 |
| 11007 | SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE | 0 | 1 | -100.0% | 10 | 11 | -9.1% | 0 | 1 | 0 | 0 | 0 | 1 |
| 11008 | SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE | 2 | 0 | 0% | 10 | 12 | -16.7% | 0 | 1 | 0 | 0 | 0 | 1 |
| 12000 | ROBBERY | 1 | 4 | -75.0% | 45 | 35 | 28.6% | 0 | 3 | 0 | 7 | 0 | 10 |
| 12001 | ROBBERY | 0 | 0 | 0% | 2 | 1 | 100.0% | 0 | 1 | 0 | 0 | 0 | 1 |
| 13001 | NONAGGRAVATED ASSAULT | 24 | 44 | -45.5% | 434 | 434 | 0% | 6 | 133 | 1 | 1 | 7 | 134 |
| 13002 | AGGRAVATED/FELONIOUS ASSAULT | 25 | 25 | 0% | 260 | 239 | 8.8% | 13 | 102 | 1 | 3 | 14 | 105 |
| 13003 | INTIMIDATION/STALKING | 3 | 5 | -40.0% | 68 | 55 | 23.6% | 1 | 8 | 0 | 0 | 1 | 8 |
| 20000 | ARSON | 0 | 1 | -100.0% | 3 | 8 | -62.5% | 0 | 2 | 0 | 0 | 0 | 2 |
| 21000 | EXTORTION | 0 | 0 | 0% | 3 | 2 | 50.0% | 0 | 0 | 0 | 0 | 0 | 0 |
| 22001 | BURGLARY -FORCED ENTRY | 13 | 10 | 30.0% | 141 | 128 | 10.2% | 2 | 19 | 0 | 0 | 2 | 19 |
| 22002 | BURGLARY -ENTRY WITHOUT FORCE (Intent to Commi | 4 | 2 | 100.0% | 31 | 32 | -3.1% | 0 | 3 | 0 | 0 | 0 | 3 |
| 23001 | LARCENY -POCKETPICKING | 0 | 0 | 0% | 2 | 0 | 0% | 0 | 0 | 0 | 0 | 0 | 0 |
| 23002 | LARCENY -PURSESNAATCHING | 0 | 0 | 0% | 3 | 1 | 200.0% | 0 | 0 | 0 | 0 | 0 | 0 |
| 23003 | LARCENY -THEFT FROM BUILDING | 13 | 12 | 8.3% | 122 | 113 | 8.0% | 0 | 5 | 0 | 0 | 0 | 5 |
| 23004 | LARCENY -THEFT FROM COIN-OPERATED MACHINE/ | 0 | 1 | -100.0% | 12 | 1 | 1100.0% | 0 | 0 | 0 | 0 | 0 | 0 |
| 23005 | LARCENY -THEFT FROM MOTOR VEHICLE | 14 | 30 | -53.3% | 351 | 278 | 26.3% | 0 | 3 | 0 | 1 | 0 | 4 |
| 23006 | LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCE | 4 | 0 | 0% | 48 | 16 | 200.0% | 0 | 0 | 0 | 0 | 0 | 0 |
| 23007 | LARCENY -OTHER | 9 | 4 | 125.0% | 108 | 65 | 66.2% | 0 | 2 | 0 | 0 | 0 | 2 |
| 24001 | MOTOR VEHICLE THEFT | 5 | 19 | -73.7% | 121 | 95 | 27.4% | 0 | 5 | 0 | 2 | 0 | 7 |
| 24002 | MOTOR VEHICLE, AS STOLEN PROPERTY | 0 | 0 | 0% | 20 | 10 | 100.0% | 0 | 9 | 0 | 2 | 0 | 11 |
| 24003 | MOTOR VEHICLE FRAUD | 0 | 0 | 0% | 1 | 0 | 0% | 0 | 0 | 0 | 0 | 0 | 0 |
| 25000 | FORGERY/COUNTERFEITING | 2 | 3 | -33.3% | 22 | 26 | -15.4% | 0 | 0 | 0 | 0 | 0 | 0 |

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Period 11/01/2019 Thru 11/30/2019

For City: YPT

MONTHLY SUMMARY OF OFFENSES

| CLASS | Description | All offenses that were Attempted or Completed | | | | | | ARRESTS | | | | | |
|-----------------------|---|---|------------|--------------|-------------|-------------|-------------|-----------|------------|----------|-----------|-----------|------------|
| | | Nov/2019 | | | Nov/2018 | | | ADULT | | JUV | | Totals | |
| | | Nov/2019 | YTD | % CHG | Nov/2019 | YTD | % CHG | Nov/2019 | YTD | Nov/2019 | YTD | Nov | YTD |
| 26001 | FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE G | 6 | 5 | 20.0% | 68 | 90 | -24.4% | 0 | 0 | 0 | 0 | 0 | 0 |
| 26002 | FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE | 11 | 5 | 120.0% | 89 | 81 | 9.9% | 0 | 3 | 0 | 0 | 0 | 3 |
| 26005 | FRAUD -WIRE FRAUD | 1 | 0 | 0% | 12 | 10 | 20.0% | 0 | 0 | 0 | 0 | 0 | 0 |
| 26007 | FRAUD - IDENTITY THEFT | 7 | 6 | 16.7% | 51 | 110 | -53.6% | 0 | 2 | 0 | 0 | 0 | 2 |
| 26008 | FRAUD - HACKING/COMPUTER INVASION | 0 | 0 | 0% | 1 | 0 | 0% | 0 | 0 | 0 | 0 | 0 | 0 |
| 27000 | EMBEZZLEMENT | 2 | 1 | 100.0% | 15 | 16 | -6.3% | 0 | 2 | 0 | 0 | 0 | 2 |
| 28000 | STOLEN PROPERTY | 3 | 4 | -25.0% | 42 | 20 | 110.0% | 1 | 14 | 0 | 3 | 1 | 17 |
| 29000 | DAMAGE TO PROPERTY | 26 | 16 | 62.5% | 322 | 255 | 26.3% | 1 | 9 | 1 | 1 | 2 | 10 |
| 30001 | RETAIL FRAUD -MISREPRESENTATION | 3 | 1 | 200.0% | 18 | 10 | 80.0% | 0 | 1 | 0 | 0 | 0 | 1 |
| 30002 | RETAIL FRAUD -THEFT | 19 | 9 | 111.1% | 156 | 123 | 26.8% | 5 | 18 | 0 | 2 | 5 | 20 |
| 30003 | RETAIL FRAUD -REFUND/EXCHANGE | 0 | 0 | 0% | 1 | 1 | 0% | 0 | 0 | 0 | 0 | 0 | 0 |
| 35001 | VIOLATION OF CONTROLLED SUBSTANCE ACT | 3 | 7 | -57.1% | 55 | 141 | -61.0% | 1 | 28 | 0 | 0 | 1 | 28 |
| 35002 | NARCOTIC EQUIPMENT VIOLATIONS | 1 | 2 | -50.0% | 27 | 48 | -43.8% | 1 | 12 | 0 | 0 | 1 | 12 |
| 36002 | SEXUAL PENETRATION NONFORCIBLE -OTHER | 0 | 0 | 0% | 0 | 1 | -100.0% | 0 | 0 | 0 | 0 | 0 | 0 |
| 37000 | OBSCENITY | 0 | 0 | 0% | 2 | 3 | -33.3% | 0 | 0 | 0 | 0 | 0 | 0 |
| 40001 | COMMERCIALIZED SEX -PROSTITUTION | 0 | 0 | 0% | 0 | 1 | -100.0% | 0 | 0 | 0 | 0 | 0 | 0 |
| 40002 | COMMERCIALIZED SEX -ASSISTING/PROMOTING PR | 0 | 0 | 0% | 0 | 1 | -100.0% | 0 | 0 | 0 | 0 | 0 | 0 |
| 52001 | WEAPONS OFFENSE- CONCEALED | 2 | 3 | -33.3% | 32 | 39 | -17.9% | 0 | 16 | 0 | 0 | 0 | 16 |
| 52003 | WEAPONS OFFENSE -OTHER | 2 | 1 | 100.0% | 23 | 9 | 155.6% | 0 | 0 | 0 | 0 | 0 | 0 |
| 72000 | ANIMAL CRUELTY | 0 | 3 | -100.0% | 7 | 11 | -36.4% | 0 | 1 | 0 | 0 | 0 | 1 |
| Group A Totals | | 208 | 230 | -9.6% | 2793 | 2582 | 0.08 | 31 | 408 | 3 | 22 | 34 | 430 |
| 22003 | BURGLARY - UNLAWFUL ENTRY (NO INTENT) | 1 | 0 | 0% | 8 | 6 | 33.3% | 0 | 0 | 0 | 0 | 0 | 0 |
| 26006 | FRAUD -BAD CHECKS | 3 | 1 | 200.0% | 17 | 14 | 21.4% | 0 | 0 | 0 | 0 | 0 | 0 |
| 36003 | PEEPING TOM | 0 | 0 | 0% | 1 | 0 | 0% | 0 | 0 | 0 | 0 | 0 | 0 |
| 36004 | SEX OFFENSE -OTHER | 1 | 0 | 0% | 7 | 3 | 133.3% | 0 | 0 | 0 | 0 | 0 | 0 |
| 38001 | FAMILY -ABUSE/NEGLECT NONVIOLENT | 1 | 2 | -50.0% | 32 | 38 | -15.8% | 0 | 1 | 0 | 0 | 0 | 1 |
| 38003 | FAMILY -OTHER | 0 | 0 | 0% | 0 | 2 | -100.0% | 0 | 0 | 0 | 0 | 0 | 0 |
| 41002 | LIQUOR VIOLATIONS -OTHER | 0 | 1 | -100.0% | 12 | 31 | -61.3% | 0 | 4 | 0 | 0 | 0 | 4 |
| 42000 | DRUNKENNESS | 0 | 0 | 0% | 1 | 0 | 0% | 0 | 1 | 0 | 0 | 0 | 1 |
| 48000 | OBSTRUCTING POLICE | 6 | 6 | 0% | 91 | 90 | 1.1% | 0 | 17 | 0 | 1 | 0 | 18 |
| 49000 | ESCAPE/FLIGHT | 0 | 0 | 0% | 2 | 2 | 0% | 0 | 0 | 0 | 0 | 0 | 0 |
| 50000 | OBSTRUCTING JUSTICE | 8 | 5 | 60.0% | 143 | 144 | -0.7% | 2 | 25 | 0 | 0 | 2 | 25 |
| 53001 | DISORDERLY CONDUCT | 0 | 2 | -100.0% | 20 | 22 | -9.1% | 0 | 7 | 0 | 0 | 0 | 7 |

Report Date / Time: 12/08/2019 02:27 PM

Period 11/01/2019 Thru 11/30/2019

For City: YPT

MONTHLY SUMMARY OF OFFENSES

| CLASS | Description | All offenses that were Attempted or Completed | | | | | | ARRESTS | | | | | |
|-----------------------|--|---|-------------|--------------|--------------|--------------|--------------|-----------|------------|----------|----------|-----------|------------|
| | | Nov/2019 | | | Nov/2018 | | | ADULT | | JUV | | Totals | |
| | | Nov/2019 | Nov/2018 | % CHG | YTD 2019 | YTD 2018 | % CHG | Nov/2019 | YTD | Nov/2019 | YTD | Nov | YTD |
| 53002 | PUBLIC PEACE -OTHER | 0 | 1 | -100.0% | 3 | 3 | 0% | 0 | 0 | 0 | 0 | 0 | 0 |
| 54001 | HIT and RUN MOTOR VEHICLE ACCIDENT | 2 | 1 | 100.0% | 37 | 41 | -9.8% | 0 | 0 | 1 | 1 | 1 | 1 |
| 54002 | OPERATING UNDER THE INFLUENCE OF LIQUOR OR | 14 | 14 | 0% | 201 | 205 | -2.0% | 12 | 163 | 0 | 0 | 12 | 163 |
| 55000 | HEALTH AND SAFETY | 2 | 1 | 100.0% | 23 | 22 | 4.5% | 0 | 2 | 0 | 0 | 0 | 2 |
| 57001 | TRESPASS | 3 | 0 | 0% | 17 | 28 | -39.3% | 1 | 6 | 2 | 2 | 3 | 8 |
| 57002 | INVASION OF PRIVACY -OTHER | 0 | 0 | 0% | 0 | 1 | -100.0% | 0 | 0 | 0 | 0 | 0 | 0 |
| 58000 | SMUGGLING | 0 | 1 | -100.0% | 2 | 1 | 100.0% | 0 | 0 | 0 | 0 | 0 | 0 |
| 63000 | VAGRANCY | 0 | 0 | 0% | 0 | 1 | -100.0% | 0 | 0 | 0 | 0 | 0 | 0 |
| 70000 | JUVENILE RUNAWAY | 6 | 6 | 0% | 57 | 65 | -12.3% | 0 | 0 | 0 | 0 | 0 | 0 |
| 73000 | MISCELLANEOUS CRIMINAL OFFENSE | 3 | 3 | 0% | 24 | 36 | -33.3% | 0 | 1 | 0 | 0 | 0 | 1 |
| 75000 | SOLICITATION | 0 | 0 | 0% | 1 | 0 | 0% | 0 | 0 | 0 | 0 | 0 | 0 |
| Group B Totals | | 50 | 44 | 13.6% | 699 | 755 | -0.07 | 15 | 227 | 3 | 4 | 18 | 231 |
| 2800 | JUVENILE OFFENSES AND COMPLAINTS | 13 | 14 | -7.1% | 216 | 289 | -25.3% | 0 | 0 | 0 | 0 | 0 | 0 |
| 2900 | TRAFFIC OFFENSES | 17 | 11 | 54.5% | 252 | 279 | -9.7% | 3 | 20 | 0 | 0 | 3 | 20 |
| 3000 | WARRANTS | 30 | 38 | -21.1% | 515 | 605 | -14.9% | 26 | 356 | 0 | 1 | 26 | 357 |
| 3100 | TRAFFIC CRASHES | 129 | 104 | 24.0% | 1207 | 1240 | -2.7% | 0 | 0 | 0 | 0 | 0 | 0 |
| 3200 | SICK / INJURY COMPLAINT | 136 | 124 | 9.7% | 1773 | 1565 | 13.3% | 0 | 0 | 0 | 0 | 0 | 0 |
| 3300 | MISCELLANEOUS COMPLAINTS | 689 | 629 | 9.5% | 7987 | 7869 | 1.5% | 0 | 0 | 0 | 0 | 0 | 0 |
| 3400 | WATERCRAFT COMPLAINTS / ACCIDENTS | 0 | 1 | -100.0% | 8 | 7 | 14.3% | 0 | 0 | 0 | 0 | 0 | 0 |
| 3500 | NON - CRIMINAL COMPLAINTS | 0 | 0 | 0% | 0 | 0 | 0% | 1 | 4 | 1 | 4 | 2 | 8 |
| 3500 | NON-CRIMINAL COMPLAINTS | 755 | 655 | 15.3% | 8766 | 9082 | -3.5% | 1 | 4 | 1 | 4 | 2 | 8 |
| 3700 | MISCELLANEOUS TRAFFIC COMPLAINTS | 678 | 572 | 18.5% | 10051 | 9870 | 1.8% | 0 | 0 | 0 | 0 | 0 | 0 |
| 3800 | ANIMAL COMPLAINTS | 53 | 60 | -11.7% | 745 | 762 | -2.2% | 0 | 0 | 0 | 0 | 0 | 0 |
| 3900 | ALARMS | 168 | 176 | -4.5% | 1784 | 1877 | -5.0% | 0 | 0 | 0 | 0 | 0 | 0 |
| Group C Totals | | 2668 | 2384 | 11.9% | 33304 | 33445 | 0 | 30 | 380 | 1 | 5 | 31 | 385 |
| 4000 | HAZARDOUS TRAFFIC CITATIONS / WARNINGS | 1 | 1 | 0% | 34 | 156 | -78.2% | 0 | 0 | 0 | 0 | 0 | 0 |
| 4100 | NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS | 0 | 0 | 0% | 2 | 3 | -33.3% | 0 | 0 | 0 | 0 | 0 | 0 |
| 4200 | PARKING CITATIONS | 0 | 1 | -100.0% | 15 | 41 | -63.4% | 0 | 0 | 0 | 0 | 0 | 0 |
| 4300 | LICENSE / TITLE / REGISTRATION CITATIONS | 1 | 0 | 0% | 11 | 9 | 22.2% | 0 | 0 | 0 | 0 | 0 | 0 |
| 4500 | MISCELLANEOUS A THROUGH UUUU | 13 | 11 | 18.2% | 132 | 92 | 43.5% | 0 | 1 | 0 | 0 | 0 | 1 |
| 4600 | LIQUOR CITATIONS / SUMMONS | 0 | 0 | 0% | 7 | 0 | 0% | 0 | 0 | 0 | 0 | 0 | 0 |
| 4900 | TRAFFIC WARNINGS | 0 | 0 | 0% | 2 | 0 | 0% | 0 | 0 | 0 | 0 | 0 | 0 |
| Group D Totals | | 15 | 13 | 15.4% | 203 | 301 | -0.33 | 0 | 1 | 0 | 0 | 0 | 1 |

Report Date / Time: 12/08/2019 02:27 PM
 Period 11/01/2019 Thru 11/30/2019
 For City: YPT

MONTHLY SUMMARY OF OFFENSES

| CLASS | Description | All offenses that were Attempted or Completed | | | | | | ARRESTS | | | | | |
|-------------------------------|-------------------------------------|---|-------------|--------------|--------------|--------------|-------------|-----------|-------------|----------|-----------|-----------|-------------|
| | | Nov/2019 | | | Nov/2018 | | | ADULT | | JUV | | Totals | |
| | | Nov/2019 | YTD | % CHG | Nov/2019 | YTD | % CHG | Nov/2019 | YTD | Nov/2019 | YTD | Nov | YTD |
| 5000 | FIRE CLASSIFICATIONS | 0 | 0 | 0% | 4 | 1 | 300.0% | 0 | 0 | 0 | 0 | 0 | 0 |
| 5100 | 18A STATE CODE FIRE CLASSIFICATIONS | 1 | 1 | 0% | 9 | 2 | 350.0% | 0 | 0 | 0 | 0 | 0 | 0 |
| Group E Totals | | 1 | 1 | 0% | 13 | 3 | 3.33 | 0 | 0 | 0 | 0 | 0 | 0 |
| 6000 | MISCELLANEOUS ACTIVITIES (6000) | 54 | 48 | 12.5% | 618 | 498 | 24.1% | 0 | 0 | 0 | 0 | 0 | 0 |
| 6100 | MISCELLANEOUS ACTIVITIES (6100) | 95 | 97 | -2.1% | 1338 | 1389 | -3.7% | 0 | 0 | 0 | 0 | 0 | 0 |
| 6300 | CANINE ACTIVITIES | 4 | 3 | 33.3% | 71 | 64 | 10.9% | 0 | 0 | 0 | 0 | 0 | 0 |
| 6500 | CRIME PREVENTION ACTIVITIES | 8 | 3 | 166.7% | 108 | 159 | -32.1% | 0 | 0 | 0 | 0 | 0 | 0 |
| 6600 | COURT / WARRANT ACTIVITIES | 0 | 0 | 0% | 9 | 4 | 125.0% | 0 | 0 | 0 | 0 | 0 | 0 |
| 6700 | INVESTIGATIVE ACTIVITIES | 14 | 7 | 100.0% | 179 | 98 | 82.7% | 0 | 0 | 0 | 0 | 0 | 0 |
| Group F Totals | | 175 | 158 | 10.8% | 2323 | 2212 | 0.05 | 0 | 0 | 0 | 0 | 0 | 0 |
| Totals for all Groups: | | 3117 | 2830 | 10.1% | 39335 | 39298 | 0.1% | 76 | 1016 | 7 | 31 | 83 | 1047 |

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

Date: December 4, 2019
To: Clerk's Office
CC: Brenda Stumbo, Supervisor
From: Michael Saranen, Operation Manager

Subject: Departmental Report (activities in November 2019)

Activities:

Ford Lake Dam

General Operation Summary:

The Hydro Station continues to operate safely and continues to get routine safety inspections and preventive maintenance. Operators had 6 after hour call-ins for November.

Average precipitation for the month of November is around 2.8", this year it was about 1.65". Production for the month was well above average due to October precipitation. For the year, production currently is up 30% above average.

Regulatory:

For 2019-

- update DSSMP
- DSSMR, **Complete** (Filed with FERC)
- Owners Dam Safety Program Review – **Complete** (filed with FERC)
- EAP Functional Exercise – **Complete** (filed with FERC)
- EAP annual update and test- **Preparing Report**
- EAP Training
- Part 12- recommendation plan (coordinating actions)
- WQ Report – **Complete** (Filed with FERC)
- Nuisance Plant Plan Report – **Complete** (filed with FERC)
- Wildlife Plan Report – Draft report out for comment
- Historical Activity Report – **Complete** (Filed with FERC)
- Gate Certification – **Complete** (Filed with FERC)
- Security Review – **Complete**
- FERC Annual Safety inspection - **Complete**
- Spillway Assessment (received final Report, filed with FERC)
- Annual DEQ Lake Operation Monitoring Report- **Complete** (filed with FERC)

Projects:

River Coordination (No New Information)

Dropping of Belleville Lake has not happened as of December 4, 2019.

Operation Summary

| 2019 | November | YTD | 5 Year Ave. |
|---|-----------------|------------|--------------------|
| Precipitation total (inches) ¹ | 1.65 | 34.1 | 30.2 |
| Days Online | 30.0 | 329.6 | 357.1 |
| Generation MWH (estimated) | 1,324.337 | 11,341.433 | 9,530.5 |
| Generation MWH lost (estimated)* | 0 | 1,002.911 | 422.9 |
| After Hour Call In | | | |
| Water levels | 4 | 67 | 32.4 |
| Mechanical/Electrical | 1 | 4 | 4.0 |
| Other | 1 | 2 | 4.2 |
| Totals | 6 | 73 | 41.0 |

| Recent History | 2014 | 2015 | 2016 | 2017 | 2018 |
|--|-------------|-------------|-------------|-------------|-------------|
| Precipitation total (inches) | 34.3 | 25.3 | 29.6 | 27.3 | 34.6 |
| Days Online | 355.0 | 345.0 | 359.5 | 362.0 | 364.2 |
| Generation MWH (estimated) | 9,746.0 | 7,723.0 | 8,803.4 | 10,744.9 | 10,635.0 |
| Generation MWH lost (estimated)* | 643.2 | 419.1 | 229.8 | 269.6 | 552.9 |

| After Hour Call In | | | | | |
|---------------------------|----|----|----|----|----|
| Water levels | 43 | 32 | 31 | 26 | 30 |
| Mechanical/Electrical | 7 | 1 | 4 | 5 | 3 |
| Other | 15 | 1 | 2 | 3 | 0 |
| Totals | 67 | 34 | 37 | 34 | 33 |

¹Preliminary totals from NOAA for Detroit

*losses related to scheduled & unscheduled maintenance and water quality discharges.

Gate Spilling Summary:

Releasing water from the sluice gates is primary to maintain lake level when flow exceeds the powerhouse. At certain times, we can use the gates to help keep the lake mixing to maintain oxygen levels (effectiveness depends on a number of factors) at the bottom of the lake.

The water quality monitoring begins on June 1st and will end on September 30th; operators monitor the water quality conditions and take readings as outline in the WQ Plan. The hydro discharges from the bottom gates to maintain run of river and/or help with water quality in Ford Lake. The Federal License requires we pass water with a minimum of 5mg/l of dissolved oxygen all the time. Therefore, spilling from the bottom gates in the summer for improving the lake is not always possible.

Sluice Gate Usage Summary:

| Current Year 2019 | Current Year Days Spilled | Current Year Lost KWh* | Current Year Lost \$* | Prior Yr. Lost \$* |
|-----------------------------|---------------------------------|------------------------------|-----------------------------|--------------------------|
| January | .4 | 0 | 0 | 0 |
| February | 2.3 | 0 | 0 | 0 |
| March | 18.5 | 0 | 0 | 0 |
| April | 13.9 | 0 | 0 | 0 |
| May | 27 | 0 | 0 | 0 |
| June | 30 | 39,201 | 823 | 6,466 |
| July | 25.9 | 220,940 | 9,653 | 3,461 |
| August | 0 | 0 | 0 | 0 |
| September | 0 | 0 | 0 | 0 |
| October | 1.5 | 0 | 0 | 0 |
| November | 10.2 | 0 | 0 | 0 |
| December | | | | 0 |
| Totals | 129.7 | 260,141 | \$ 10,476 | \$ 9,927 |

*estimated losses from diverting water away from generators for the **purpose improving WQ**.

Sargent Charles Dam

This dam continues to get routine safety inspections and appropriate maintenance.

The Sargent Charles Dam received a 5 year inspection 2018, it was conducted by the State of Michigan. A formal report was received, the report list actions that need to be continued and new items to be address. The department has addressed those items listed on the report.



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, DECEMBER 17, 2019

5:00pm

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

1. AGENDA REVIEW SUPERVISOR STUMBO
2. OTHER DISCUSSION BOARD MEMBERS

REVIEW AGENDA

- A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

OTHER DISCUSSION

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



Charter Township of Ypsilanti

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JIMMIE WILSON, JR.

REGULAR MEETING AGENDA

TUESDAY, DECEMBER 17, 2019

7:00 P.M.

REVISED 12-17-19

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC COMMENTS
4. CONSENT AGENDA
 - A. MINUTES OF THE DECEMBER 3, 2019 WORK SESSION AND REGULAR MEETING
 - B. STATEMENTS AND CHECKS
 1. STATEMENTS AND CHECKS FOR DECEMBER 17, 2019 IN THE AMOUNT OF \$1,206,371.24
 2. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR NOVEMBER 2019 IN THE AMOUNT OF \$21,547.25
 3. CHOICE HEALTH CARE ADMIN FEE FOR NOVEMBER 2019 IN THE AMOUNT OF \$1,147.00
 - C. NOVEMBER 2019 TREASURER'S REPORT
5. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

NEW BUSINESS

1. RESOLUTION 2019-59, APPROVAL OF THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT AND SITE PLAN FOR BANKSUPPLIES HOLDINGS, LLC TO BE LOCATED AT 770 JAMES L. HART PARKWAY
2. RESOLUTION 2019-60, RESOLUTION OF INTENT FOR THE CHARTER TOWNSHIP OF YPSILANTI TO CONVEY 24.975 ACRES LOCATED AT 1500 S. HURON RD. TO THE ANN ARBOR YMCA CONDITIONED UPON THE YMCA TO CONSTRUCT AND OPERATE A RECREATIONAL FACILITY CONTINGENT UPON THE COMPLETION OF YMCA'S DUE DILIGENCE INVESTIGATIONS INCLUDING THE COMPLETION OF A FEASIBILITY STUDY AND THE APPROVAL BY THE PARTIES OF A MUTUALLY ACCEPTABLE "MEMORANDUM OF UNDERSTANDING" SETTING FORTH THE RIGHTS AND RESPONSIBILITIES OF THE TOWNSHIP AND THE ANN ARBOR YMCA

3. REQUEST TO APPROVE THE FOLLOWING PLANNED MAINTENANCE SERVICE AGREEMENTS FOR YEARS 2020-2024 WITH W.J. O'NEIL FOR THE FOLLOWING:
 - a. THE CIVIC CENTER IN THE MONTHLY AMOUNT OF \$885.00 BUDGETED IN LINE ITEM #101-265-000-818-001
 - b. THE COMMUNITY CENTER IN THE MONTHLY AMOUNT OF \$1,182.00 BUDGETED IN LINE ITEM #230-751-000-818-002
 - c. 14B COURT IN THE MONTHLY AMOUNT OF \$416.00 BUDGETED IN LINE ITEM #236-136-000-933-001
 - d. LAW ENFORCEMENT CENTER IN THE MONTHLY AMOUNT OF \$441.00 BUDGETED IN LINE ITEM #266-301-000-931-015
 - e. SOFTWARE AND CONTROL MAINTENANCE AGREEMENT IN THE MONTHLY AMOUNT OF \$1,198.00 TO BE FUNDED VIA A BUDGET AMENDMENT IN JANUARY 2020
4. REQUEST APPROVAL OF AMENDED AUTOMATIC MUTUAL AID AGREEMENT BETWEEN SUPERIOR TOWNSHIP, CITY OF YPSILANTI AND YPSILANTI TOWNSHIP FOR FIRE SERVICES
5. REQUEST APPROVAL OF AMENDED AUTOMATIC MUTUAL AID AGREEMENT BETWEEN PITTSFIELD TOWNSHIP AND YPSILANTI TOWNSHIP FOR FIRE SERVICES
6. REQUEST TO APPROVE CONTRIBUTION FOR THE GREATER ANN ARBOR PROSPERITY INITIATIVE GRANT IN THE AMOUNT OF \$5,000.00 TO BE FUNDED VIA A BUDGET AMENDMENT IN JANUARY 2020
7. REQUEST FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 839 GATES AVE., 2350 RAVINEWOOD AVE., 2276 MCKINLEY AVE., AND THIRTEEN (13) PROPERTIES OWNED OR MANAGED BY GARNER PROPERTIES AND MANAGEMENT COMPANY IN THE AMOUNT OF \$40,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023
8. 2020 CONTRACTS AND RENEWALS
9. RESOLUTION 2019-61, 2020 BOARDS AND COMMISSIONS APPOINTMENTS AND RE-APPOINTMENTS
10. RESOLUTION 2019-50, AMENDING TRUSTEE'S SALARY
11. BUDGET AMENDMENT #20

AUTHORIZATIONS AND BIDS

1. REQUEST TO SEEK SEALED BIDS FOR THE RENOVATION OF BURN PARK TENNIS COURTS

OTHER BUSINESS

BOARD MEMBER UPDATES

PUBLIC COMMENTS

CONSENT AGENDA

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE DECEMBER 3, 2019 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 Stumbo, Clerk Lovejoy Roe, Treasurer Doe,
Trustees: Eldridge, Jarrell Roe (arrived at 6:52pm),
Wilson(arrived at 6:30pm),Ross-Williams

Members Absent: none

Legal Counsel: Wm. Douglas Winters

**1. DISCUSSION ON TOWNSHIP NON-MOTORIZED PLAN.....
MEGAN MASSON-MINOCK, CARLISLE WORTMAN**

Megan Masson-Minock, Carlisle Wortman Associates thanked all those who participated in the development of the non-motorized plan especially those on the Steering Committee. She said the Parks and Recreation Plan was passed last year and the Master Plan and the Non-Motorized Plan were still in process. Ms. Masson-Minock stated the Zoning Ordinance has started and she said they are looking for it to be passed in early 2020. She said they hope to have the Master Plan passed in early 2020 and the Zoning Ordinance passed within the year of 2020.

Ms. Masson-Minock explained the Non-Motorized Plan to the Township Board. She said there was no state law that governs non-motorized plans. She said the Planning Commission and Park Commission reviewed the plan and they both recommended adoption by the Township Board.

Ms. Masson-Minock stated that after the board reviews the plan tonight she would ask the Board how they wanted to proceed to adopt the plan. She said the board may want a Public Hearing on the plan or posted for public comment. She said they could discuss any changes the board would want in the plan in order to adopt it.

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE DECEMBER 3, 2019 WORK SESSION
PAGE 2

Supervisor Stumbo confirmed that a Public Hearing was not required for the Non-Motorized Plan but is required for the Master Plan and the Parks and Recreation Master Plan. She said this plan would be incorporated in both of those plans.

Ms. Masson-Minock presented the plan to the Board, which she said was also in their packet. She showed the Board gaps in the non-motorized paths throughout the Township and showed how they could be connected. She stated there were three different types of neighborhood streets, some with sidewalks with matured trees, some without matured trees, and some rural areas without sidewalks but with road shoulders where people could walk or cycle. She said there were five dangerous intersections that were challenging in the plan and those were priorities that need to be improved for safety. Ms. Masson-Minock said that Ypsilanti Township has a lot of connections to other communities and some connections to the Border-to-Border Trail and the Iron Belle Trail. She said these were regional networks for non-motorized transportation. Ms. Masson-Minock stated there was a loop around Ford Lake that needed to be completed.

Ms. Masson-Minock stated the vision for the plan was to make utilization of non-motorized transportation safer, easier, and a more enjoyable alternative for residents to use as they go about their daily lives. She said the goals deal with four topics: network development, regulation and maintenance, education and enforcement, and funding coordination and implementation.

Ms. Masson-Minock stated a priority in this plan was connecting the City of Ypsilanti to the Township over I-94 on Huron St. She said they would like to complete the bike lanes along East Michigan Ave. and along the border with Pittsfield Township. She said another priority was to complete the sidewalks on Washtenaw Ave. between Hewitt Rd. and Golfside Dr. Ms. Masson-Minock said they were looking in solving the problems with the critical crossing at Dorset and East Michigan Ave. and Wiard Road.

Ms. Masson-Minock stated the Township should adopt a complete streets ordinance. She said it helps when you have different transportation entities that are responsible for the Township roads with service requests and funding. She said although Ypsilanti Township has a challenge since they incorporate three

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE DECEMBER 3, 2019 WORK SESSION
PAGE 3

school districts it would be beneficial to collaborate with each school district to promote walking and biking. She said Safe Routes to Schools is one of the primary funders of non-motorized networks for municipalities around schools.

Ms. Masson-Minock stated one suggestion would be to establish a Non-Motorized Transportation Advisory Committee. She said that Committee would be responsible for obtaining funding by grant writing. She said they would work with the Parks Commission and work with the township recreation staff. Ms. Masson-Minock stated that committee could obtain crash data at certain intersections and if something in the plan needed to be changed that would be the body who would be responsible for it. She said they would build relationships with the various funders and with the Sheriffs' Office.

Ms. Masson-Minock said the Planning Commission was concerned with adequate lighting especially on bicycle lanes and paths. She said they wanted to insure safety to walk and bike at night in the Township. She said they had a special focus on the schools and encouraging kids to walk to school. She said they wanted signage at the crosswalks indicating that it was a state law for motorists to stop if pedestrians were crossing.

Trustee Ross-Williams asked if there was grant funding for adding boat launches on Ford Lake. Ms. Masson-Minock said there were state grants available. Trustee Ross-Williams asked about crossing at Grove Road and Rawsonville Road and what type of signal would be put there. Ms. Masson-Minock said she believed there was a flashing beacon but she said she did not see one on the plan for that intersection but she said she would look into it. Trustee Ross- Williams asked about the crossing at I-94 and Michigan Ave. Ms. Masson-Minock said she would check it out but said she thought it was a signal and MDOT would have design standards for that area. Trustee Ross-Williams asked how many communities have complete street ordinances. Ms. Masson-Minock said she was not exactly sure but suggested Trustee Ross-Williams look on line at Michigan Complete Streets, which lists every community that has a complete streets ordinance.

Supervisor Stumbo stated the township is under the Washtenaw County Road Commission when we apply for grants and she said we have guidelines for streets

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE DECEMBER 3, 2019 WORK SESSION
PAGE 4

so what else would be included if we have a Complete Street Ordinance. Ms. Masson-Minock said they include pedestrian level lighting that you may not always get with your partnership with DTE; she said appropriate lighting for bike paths that are not on the street, and things for bus stops such as signs, a pad, ADA accessible ramps, and shelters.

Supervisor Stumbo suggested Ms. Masson-Minock add Superior Township to our border communities. She said Washtenaw Avenue and Ecorse Road were critical corridors and she said if it is in the plan then we could ask for grants. Supervisor Stumbo said she thought the boat launches at Ford Lake were for Kayaks. Ms. Masson-Minock said the plan indicates motorized and non-motorized boat launches. Supervisor Stumbo confirmed the motorized launches were existing launches and not new launches.

Supervisor Stumbo stated you could not safely walk on Martz Road.

Clerk Lovejoy Roe said bikers use Martz Road to get to Bemis because you can get to the Huron Metro Park, which is a nice ride. She said there was not a safe connection to that park. She said Bemis Road is paved on the Wayne County side. Clerk Lovejoy Roe said there were miles of paths throughout Rolling Hills Park so it would be good to connect our entire township to that Park.

Ms. Masson-Minock stated bike paths were emphasized down Stony Creek Road for connecting to Rolling Hills Park.

Supervisor Stumbo stated that Washtenaw Ave. was not listed on the 10 most heavily traveled roads. She said Ford Blvd. was another important walking area and it is a good connector for Connecting Communities since it connects to Superior Township. She said if we put it in our plan as a connector to Superior Township, we could apply for a Connecting Communities Grant.

Supervisor Stumbo stated she did not know whether we should have LED or solar lighting when it came to safety.

Ms. Masson-Minock said lighting would be decided in the design stage. She said Trustee Eldridge had mentioned at the Planning Commission meeting that the

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE DECEMBER 3, 2019 WORK SESSION
PAGE 5**

Township had been changing the existing streetlights to LED lights. She said LED lights were brighter, throw more light, and make it a safer environment.

Supervisor Stumbo stated that as we change and update throughout the years we should continue to update the plan. Ms. Masson-Minock said that the Township should look at the plan and make changes about every five years.

Ms. Masson-Minock asked if the board wanted to have a Public Hearing explaining this plan. Clerk Lovejoy Roe suggested we put it on the agenda for the first meeting in 2020 if residents would like to comment on the plan.

Clerk Lovejoy Roe stated she read where deaths have increased with non-motorized accidents. She asked if Ms. Masson-Minock could include that data in the report. She said it happens in areas like S. Huron River Drive where there multiple housing exists and pedestrians are walking to bus stops and there is not a safe pathway to walk. She said that area also needs proper lighting.

Ms. Arloa Kaiser, Township Resident asked who would maintain the new pathways or would it be like the bike paths on Grove Road where the Township decides where they will keep it cleaned. She asked who was going to pay for it. Ms. Kaiser stated that even with the new crosswalks, people continue to cross the streets at non-designated areas.

2. AGENDA REVIEW

NEW BUSINESS

1. REQUEST FOR APPROVAL OF A GRANT FROM THE STATE COURT ADMINISTRATIVE OFFICE MICHIGAN DRUG COURT GRANT PROGRAM FOR 2020 IN THE AMOUNT OF \$146,000.00 FOR THE 14B COURT'S DRUG COURT DOCKET

Magistrate Nelson stated this was the sixth year for the Drug Court and receiving a Grant for the program. He said previously they had two grants but they were

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE DECEMBER 3, 2019 WORK SESSION
PAGE 6**

combined into one grant this year and down about \$10,000.00 from the prior year. He said over the past year they have had an average of 23 participates in the program. He said last year they graduated 19 people in the program and 95% were employed when they graduated. He said he was here tonight to ask the Board to approve the contract so they can receive the grant funds to continue the work they have been doing.

Supervisor Stumbo clarified with Magistrate Nelson that he was the administer of the funds and that she and Clerk Lovejoy Roe would be signing the grant.

**3. REQUEST TO APPROVE AGREEMENT WITH TEESNAP FOR WEBSITE
SERVICES AND POINT OF SALE SOFTWARE AT GREEN OAKS GOLF COURSE**

Mike Hoffmeister, Residential Services Director explained the new software that he would like to purchase for Green Oaks Golf Course.

Kirk Sherwood, Golf Course Manager stated that this system gives more flexibility when selling memberships, gift cards, etc. He said the other day he received a call from a woman who wanted to purchase a gift certificate but he could not sell her one because Township Policy does not allow a credit card to be taken over the phone. He said she could not come in so it eliminated the sale. He said that with this new system she could purchase it on our website. He said he had the opportunity to speak with several other golf courses who use the system and they are happy with it. Mr. Sherwood stated there are different levels in the system but they chose the basic level and hoped to do the marketing themselves. He said if they choose later to add different levels they could.

Attorney Winters said his concerns are the automatic renewal of some of these contracts and he asked if we had a contract with Golf Now. Mr. Hoffmeister stated we were on a month-to-month contract with them.

Mr. Hoffmeister stated Attorney Winters suggested a one-year contract with Teesnap. Mr. Hoffmeister said they would want the 2 year contract with Teesnap because they would not want to change systems as they were building their data base.

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Attorney Winters stated it was in proper form for the Board to consider.

Trustee Ross-Williams asked if the software interacted with social media.
Mr. Hoffmeister stated it does.

Trustee Ross-Williams asked how the fees were paid to Teesnap. Mr. Sherwood stated if we had a \$1,000.00 day Teesnap would take their 2.75% fee and deposit the balance in our account.

OLD BUSINESS

1. RESOLUTION 2019-46, 2020 FISCAL YEAR BUDGET(Public Hearing Held at the November 19, 2019 Regular Meeting).

Clerk Lovejoy Roe asked if we were adding a Human Resource Director position to the budget as discussed at the last meeting.

Supervisor Stumbo stated we increased Karen Wallin's salary as a Manager with over 30 years of experience. She said they would also look into salary comparisons for other positions and Karen Wallin was working with Kevin Welch on that.

Clerk Lovejoy Roe stated that she felt that we should budget for a Human Resource Director to prepare for the future.

Treasurer Doe stated that Karen Wallin had been doing an excellent job. He said he knows that Ms. Wallin would probably be retiring in a few years. Treasurer Doe stated that would be a good time to hire a Human Resource Director.

Supervisor Stumbo stated currently the budget included a Human Resource Manager and a Generalist.

Clerk Lovejoy Roe stated the Clerk's budget stayed the same as it was in the last meeting and she said she provided information regarding the need for changing

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE DECEMBER 3, 2019 WORK SESSION
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the Clerk's proposed budget. She said by her projection the line item for Inspectors was short \$7,783.00. She said the other line item to hire temporary staff needed to be increased. She said data just came out again today about the projections for voter turnout and absentee voters being higher for the November 2020 election. She said she would not suggest something that the Union indicated they would not approve so she said she changed the amount of time she would ask for temporary staff to be within what the contract stipulates. She said she would ask the Board to increase her line item for Inspectors to \$127,783.00 and the temporary staff line item to \$16,000.00.

Supervisor Stumbo stated Clerk Lovejoy Roes' attachments from the last meeting were not in the minutes. Clerk Lovejoy Roe stated she would attach the handouts and Javonna Neels' report as she normally did once minutes were approved.

Supervisor Stumbo thought someone said we could do a budget amendment. Clerk Lovejoy Roe stated when she listened to the minutes Trustee Wilson supported the request to increase the Clerk's budget and then Supervisor Stumbo stated she needed more information. Supervisor Stumbo asked where it was budgeted for non-union paid personnel in the Township not just non-union in the Clerks' Office or was that part of the \$127,783.00. Clerk Lovejoy Roe said she was not sure where the salary pay was budgeted. She said \$127,783.00 was for her Election Inspectors at the polls.

Trustee Ross-Williams stated she questioned the payment for non-union personnel and she would still like more detail on that. She also asked for clarification regarding the Clerk's correct request. Clerk Lovejoy Roe explained the revised request.

Supervisor Stumbo stated she was comfortable with where it stands now and we can come back and discuss it. She said she really wants to know where it was budgeted for the additional salaries or stipends for the salary employees who work during the elections.

Trustee Ross-Williams asked about mandatory overtime or was that not in the contract. Clerk Lovejoy Roe stated they do not have mandatory overtime. Clerk

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MINUTES OF THE DECEMBER 3, 2019 WORK SESSION
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Lovejoy Roe said that if you work in the Clerks' Office you work all the hours needed to get the work done.

Supervisor Stumbo stated that Clerk Lovejoy Roe is looking for direction and asked the rest of the board if they were comfortable where we were. She said she needed words and asked Trustee Eldridge for his input.

Trustee Eldridge had no problem with the \$127,000.00.

Supervisor Stumbo stated she would be more comfortable if she had the information regarding payment to people in addition to the election workers at the polls. Clerk Lovejoy Roe stated she does not know off hand which line item it is in. Supervisor Stumbo said it was not in the information you provided. Clerk Lovejoy Roe stated she thought you asked for the information regarding temporary help. Supervisor Stumbo stated there was an election in March and if Clerk Lovejoy Roe needed to come back and do an amendment it can be done then.

Clerk Lovejoy Roe stated she couldn't hire a temporary without money in that line item. Supervisor Stumbo stated Clerk Lovejoy Roe wanted the temporary for the August election. Clerk Lovejoy Roe stated she wanted a temporary for the March election and currently there was zero in that line item.

Treasurer Doe stated originally Clerk Lovejoy Roe was asking for \$70,000.00 in that line item. Clerk Lovejoy Roe stated she asked for \$70,000.00 but it was budgeted for zero. Treasurer Doe said Clerk Lovejoy Roe came back to the Board asking for \$21,000.00. Supervisor Stumbo said it went from \$70,000.00 to \$21,000.00 to \$16,000.00. Clerk Lovejoy Roe said the request changed because one of the leaders in the Union said they would not agree to amount of temporary staff she was requesting even though the Union had approved it in the past.

Clerk Lovejoy Roe stated the way elections were staffed and managed would change due to the changes in legislation. She said residents could now register right up to the day of the election, which in the past that stopped 30 days prior to

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MINUTES OF THE DECEMBER 3, 2019 WORK SESSION
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an election. She said just that change would increase the workload from prior elections. She said those registrations will come in the mail, from the State, County, and the Secretary of State. Clerk Lovejoy Roe said residents would also come to the office to register. She said absentee voting would increase but that does not decrease the work-load for the Clerks' office.

Treasurer Doe stated he does not have a problem with the \$16,000.00 for temporary staffing.

Supervisor Stumbo stated she does not have this in the budget, it would have to be brought back as a budget amendment at the next meeting.

Clerk Lovejoy Roe asked if the budget amendment for the \$16,000.00 and the \$7,783.00 would be on the December 17, 2019 agenda.

Supervisor Stumbo said she was not agreeing to the \$7,783.00. She said she did not think Clerk Lovejoy Roe needed anything more in that line item. She said there were 11 inspectors at one polling location for a Special Election and she said that was over kill. She said we need to be more conservative with the taxpayers' money in the Clerks' Office. She said they were automatically registering people to vote at the Secretary of State Office, which was different than previously when they asked people if they want to register. She said more people would be registered at the Secretary of State and they would send them to you already registered. Supervisor Stumbo stated more people were being registered now and the election isn't until March. She said and once we do the mailing for the absentee that will increase absentee voters.

Clerk Lovejoy Roe said the absentee voters will affect the precinct but will increase the work in the Clerks' Office.

Supervisor Stumbo stated that was why they agreed to add some temporary staff not adding more inspectors at the polls.

Clerk Lovejoy Roe stated she was not adding more at the precincts. She said the AV Count Board was at the precinct at the last election in order to save money.

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MINUTES OF THE DECEMBER 3, 2019 WORK SESSION
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She said they didn't have to work as many hours. Clerk Lovejoy Roe said since it was a small election she decided to put them at the precinct instead of sequestered at the Civic Center to save costs. She said the workers at the polls included the AV Count Board inspectors.

Supervisor Stumbo stated Clerk Lovejoy Roe didn't need an AV Count Board she could have had the election inspectors at the precinct process the absentee ballots.

Clerk Lovejoy Roe stated the process had changed with the poll books and absentee ballots and needed to be separate even at the precinct.

Clerk Lovejoy Roe stated the \$127,783.00 included 5 inspectors at the precincts in March, 6 inspectors in August and 8 or 9 inspectors in November. She said she could not cut that any further.

Trustee Ross-Williams asked for clarification regarding voting on a budget amendment at the next board meeting. Supervisor Stumbo stated they would.

Supervisor Stumbo asked if there were any other questions on the \$35,000,000.00 budget.

CONSENT AGENDA

**A. MINUTES OF THE NOVEMBER 19, 2019 WORK SESSION, CLOSED SESSION,
AND REGULAR MEETING**

Supervisor Stumbo stated the minutes indicate the information from the Fire Marshall at the last meeting was not in the packet and it was included so that needed to be changed in the minutes.

Clerk Lovejoy Roe said she was not referencing the Fire Marshall's information but she said she was referencing what Ben Carlisle was reading at the microphone when she said she did not have the information he was presenting to put in the packet.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE DECEMBER 3, 2019 WORK SESSION
PAGE 12**

Supervisor Stumbo read comments from Clerk Lovejoy Roe that was in the regular minutes regarding the Fire Marshall stating that previously he had no jurisdiction of the property and now she questioned the recommendation of a sprinkler system. Supervisor Stumbo stated the letter from the Fire Marshall recommending the sprinkler system was in the packet.

Clerk Lovejoy Roe stated she would make that clarification because she was not referencing Fire Marshall Kimball.

Chief Eric Copeland explained the original plan for Sauter properties had a hydrant on it. He said the four lots for Sauter were within 600' of the hydrant. He said the sprinkler recommendation would not apply to the Sauter properties. He said the Bullock lots are 1300' from the road and about another 780' from the hydrant before you get to their lot line. Chief Copeland said that anything they build would be outside the radius of the hydrant so they would not have a water supply. He said Fire Marshall Kimballs' recommendation was for the sprinkler system to be installed in those homes built on that property.

Fire Marshall Kimball said that with the Sauter property, depending on where they build the houses, two of them might have the same issue as the Bullocks. He said Sauter could build on other areas of his property and not have an issue.

Supervisor Stumbo stated instead of denying the request Fire Marshall Kimball recommended the installation of the sprinkler system for the Bullock property. Fire Marshall Kimball stated Mr. Bullocks' options were to bring a hydrant back to his property, which we proposed a dry hydrant, or put in a sprinkling system.

The Work Session adjourned at 6:59PM

Respectfully Submitted,

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE DECEMBER 3, 2019 REGULAR BOARD MEETING**

Supervisor Stumbo called the meeting to order at approximately 7:05 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. Supervisor Stumbo asked that they remember Ron Fulton who retired from the Township and passed away on Thanksgiving Day.

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

Members Absent: none

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS

Arloa Kaiser, Township Resident is opposed to having a sidewalk ordinance and with the non-motorized pathways she wondered who would be responsible for maintaining them. She said people cross where there aren't crosswalks and it's hard to see them when you are driving. She said she would like them to get ticketed. She said she would like to thank the board for what they are doing.

Supervisor Stumbo read a Proclamation for Nancy Wrybkowski for 23 years of service to Ypsilanti Township (see attached).

Nancy Wrybkowski thanked the board, past and present. She said she was humbled to have been able to work at a place that she loved.

CONSENT AGENDA

**A. MINUTES OF THE NOVEMBER 19, 2019 WORK SESSION, CLOSED
SESSION, AND REGULAR MEETING**

B. STATEMENTS AND CHECKS

**1. STATEMENTS AND CHECKS FOR DECEMBER 3, 2019 IN THE AMOUNT
OF \$390,913.05**

A motion was made by Treasurer Doe, supported by Trustee Wilson to Approve the Consent Agenda.

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE DECEMBER 3, 2019 REGULAR BOARD MEETING
PAGE 2**

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters stated at the next meeting he would have on the Agenda in complete and final form the PD Amendment for Banks Supplies, Inc., a business that was relocating from Belleville into the former Burning Bush Sanctuary. He said the Attorney for Banks Supplies was working to get all the necessary documentation. He said we would end this year with a new business relocating to Ypsilanti Township.

Attorney Winters stated at the next meeting he would hope to have on the agenda the necessary first step regarding YMCA, a preliminary a resolution that would confirm the Township Boards' intent to convey 24.95 acres to YMCA. He said this was contingent upon a number of documents being prepared and coming back to the Board including a memorandum of understanding that would set forth the operational aspects. He said the resolution of intent would allow the YMCA to begin their fundraising and their partners would be able to designate funds to this project.

Attorney Winters stated there may be a problem with the property at 397 Elder St. He said this property was purchased by Habitat. He said the gentlemen that previously owned the property owns the property at 399 Elder which is behind 397 Elder St. Attorney Winters stated that he has been dumping materials onto the property and storing items in the house at 397 Elder St. He said there have been threats made by the former owner, Mr. Dabney, and he said he thinks this should be handled in Circuit Court. Attorney Winters stated that Bill Elling, Ordinance Officer had went into the house at 397 Elder St. and taken photos of the debris that was dumped in the house by Mr. Dabney. He said it was creating a problem in the neighborhood. He said the property was cleaned up a few years ago when the township transferred it to Habitat and now it needs to be cleaned up again.

Mike Radzik, OCS Director stated that he agrees with Attorney Winters regarding 397 Elder St. He said if it was the boards' pleasure he would like the board to consider adding 399 Elder St. to the nuisance abatement agenda item tonight. He said we spent thousands of dollars a couple years ago with eviction and clean up on this property. He said the potential for violence must be taken seriously. He said the abatement would be for 399 Elder St. because that was the vacant lot behind 397 Elder, which was owned by Mr. Dabney.

OLD BUSINESS

1. RESOLUTION 2019-46, 2020 FISCAL YEAR BUDGET (PUBLIC HEARING HELD AT THE NOVEMBER 19, 2019 REGULAR MEETING)

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Resolution 2019-46, 2020 Fiscal Year Budget (Public Hearing Held at the November 19, 2019 Regular Meeting) (see attached).

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE DECEMBER 3, 2019 REGULAR BOARD MEETING
PAGE 3**

Supervisor Stumbo thanked Tammie Keen, Javonna Neel, Karen Wallin and all the Department Directors that submitted their budgets. She said it was a good day moving into 2020 and they would continue to monitor expenditures and do everything the residents expect us to do. She said this was a very good, sound, fiscally conservative budget.

The motion carried unanimously.

NEW BUSINESS

- 1. REQUEST FOR APPROVAL OF A GRANT FROM THE STATE COURT ADMINISTRATIVE OFFICE MICHIGAN DRUG COURT GRANT PROGRAM FOR 2020 IN THE AMOUNT OF \$146,000.00 FOR THE 14B COURT'S DRUG COURT DOCKET**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve the Request to Approve the Grant from the State Court Administrative Office Michigan Drug Court Grant Program for 2020 in the Amount of \$146,000.00 for the 14B Court's Drug Court Docket.

The motion carried unanimously.

- 2. REQUEST FOR AUTHORIZATION TO SEEK LEGAL ACTION TO ABATE PUBLIC NUISANCE DRUG HOUSES BY PADLOCKING LOCATED AT 850 GATES AVE. IN THE AMOUNT OF \$10,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023 AND PER THE BOARDS' AGREEMENT TO ADD 399 ELDER ST. FOR CIRCUIT COURT ACTION**

A motion was made by Trustee Ross-Williams, supported by Trustee Wilson to Approve the Request for Authorization to Seek Legal Action to Abate Public Nuisance Drug Houses by Padlocking Located at 850 Gates Ave. in the Amount of \$10,000.00 Budgeted in Line Item #101-950-000-801-023 and Per the Boards' Agreement to Add 399 Elder St. for Circuit Court Action.

The motion carried unanimously.

- 3. REQUEST TO APPROVE AGREEMENT WITH TEESNAP FOR WEBSITE SERVICES AND POINT OF SALE SOFTWARE AT GREEN OAKS GOLF COURSE**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Doe to Approve Agreement with Teesnap for Website Services and Point of Sale Software at Green Oaks Golf Course Health Insurance Contribution Act (see attached).

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE DECEMBER 3, 2019 REGULAR BOARD MEETING
PAGE 4**

4. REQUEST TO APPROVE AMENDMENT TO THE AGREEMENT FOR SUBAWARD OF FEDERAL FINANCIAL ASSISTANCE BETWEEN WASHTENAW COUNTY AND YPSILANTI TOWNSHIP FOR IMPROVEMENTS TO FOLEY AVE. TO EXTEND THE CONTRACT TERM TO JUNE 30, 2019

A motion was made by Trustee Jarrell Roe, supported by Treasurer Doe to Approve Amendment to the Agreement for Subaward of Federal Financial Assistance Between Washtenaw County and Ypsilanti Township for Improvements to Foley Ave. to Extend the Contract Term to June 30, 2019 (see attached).

The motion carried unanimously.

5. RESOLUTION 2019-47, SUPERVISOR'S SALARY

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Resolution 2019-47, Supervisor's Salary (see attached).

The motion carried unanimously.

6. RESOLUTION 2019-48, CLERK'S SALARY

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Resolution 2019-48, Clerk's Salary (see attached).

The motion carried unanimously.

7. RESOLUTION 2019-49, TREASURER'S SALARY

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve Resolution 2019-49, Treasurer's Salary (see attached).

The motion carried unanimously.

8. RESOLUTION 2019-50, TRUSTEE'S SALARY

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Resolution 2019-50, Trustee's Salary (see attached).

Supervisor Stumbo stated this was the first time they have increased the Trustees' salary since 2008. She said she asked to include the Trustees' salary in the compensation review. She said in the past Ypsilanti Township paid the highest in the State but other municipalities are raising the salaries and she would like to revisit this and adjust if necessary.

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE DECEMBER 3, 2019 REGULAR BOARD MEETING
PAGE 5**

9. RESOLUTION 2019-54, DESIGNATION OF DEPOSITORIES

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Resolution 2019-54, Designation of Depositories (see attached).

Clerk Lovejoy Roe added Washtenaw Federal Credit Union per the request of Treasurer Doe

The motion carried unanimously.

10. RESOLUTION 2019-55, 2020 BOARD MEETING DATES

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve Resolution 2019-55, Board Meeting Dates (see attached).

The motion carried unanimously.

11. RESOLUTION 2019-56, ROBERT'S RULES OF ORDER

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Resolution 2019-56, Robert's Rules of Order (see attached).

The motion carried unanimously.

12. RESOLUTION 2019-57, DESIGNATION OF NEWSPAPER OF CIRCULATION

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve Resolution 2019-57, Designation of Newspaper of Circulation (see attached).

The motion carried unanimously.

13. BUDGET AMENDMENT #19

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve Budget Amendment #19 (see attached).

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE DECEMBER 3, 2019 REGULAR BOARD MEETING
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OTHER BUSINESS

Supervisor Stumbo stated the totes were delivered to West Willow today.

A motion was made by Trustee Wilson, supported by Trustee Ross-Williams to Adjourn.

The motion carried unanimously.

The meeting was adjourned at approximately 7:46PM.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Resolution No. 2019-46

Charter Township of Ypsilanti
2020 Fiscal Year Budget

WHEREAS the Township Supervisor has prepared and submitted to the Township Board the proposed budgets for calendar year 2020; and

WHEREAS the Township Board has advertised the tentative millage rates in the Washtenaw Legal News and held the public hearing on November 19, 2019 on the budget and the tentative millage rates pursuant to Section 16 of the Uniform Budgeting Accounting Act (Truth in Budgeting); and

WHEREAS the Township Board has reviewed the proposed tax rates and budgets,

NOW THEREFORE BE IT RESOLVED that the Charter Township of Ypsilanti Board of Trustees adopts the 2020 Fiscal Year Budget by cost center, as follows:

Expenditures:

General Fund - Fund 101

| | | | |
|--|----------------------------|----|---------------------|
| 101 | Township Board | \$ | 169,126 |
| 137 | Due Process | | 447,140 |
| 171 | Supervisor | | 298,942 |
| 201 | Accounting | | 341,476 |
| 202 | Independent Auditing | | 34,500 |
| 209 | Assessing | | 437,399 |
| 210 | Legal Services | | 265,000 |
| 215 | Clerk | | 730,997 |
| 227 | Human Resources | | 412,647 |
| 247 | Board of Review | | 3,083 |
| 253 | Treasurer | | 448,626 |
| 265 | Building Operations | | 674,023 |
| 266 | Computer Support | | 788,114 |
| 267 | General Services | | 180,400 |
| 371 | Community Development | | 294,792 |
| 400 | Planning Commission | | 10,110 |
| 410 | Zoning Board of Appeals | | 4,874 |
| 446 | Highways and Streets | | 343,994 |
| 728 | Economic Development | | 124,394 |
| 762 | RSD Administration | | - |
| 774 | RSD Park and Grounds | | 765,776 |
| 780 | RSD Storm Water Management | | 28,000 |
| 851 | Fringes and Insurance | | 10,200 |
| 950 | Community Stabilization | | 1,055,000 |
| 956 | Other Functions | | 944,221 |
| 970 | Capital Outlay | | 60,000 |
| 999 | Other Financing Uses | | 402,000 |
| Total General Fund Expenditure by Department: | | | \$ 9,274,834 |

Fire Department - Fund 206

| | | | |
|---|--------------------------|----|----------------------------|
| 206 | Fire Department | \$ | 3,995,047 |
| 220 | Civil Service Commission | | 17,165 |
| 852 | Pension and Insurance | | 1,820,693 |
| 970 | Capital Outlay | | 603,074 |
| 975 | Federal Grant Department | | - |
| Total Fire Department Fund by Department | | | Total: \$ 6,435,979 |

Parks Commission - Fund 208

| | |
|---------------|-----------------|
| Total: | \$ 8,822 |
|---------------|-----------------|

Bike Path, Sidewalk, Recreation, Roads, Operations - Fund 212

| | | | |
|--|-------------------|----|----------------------------|
| 212 | BSR II-Operations | \$ | 813,113 |
| 970 | Capital Outlay | | 410,000 |
| 991 | Debt Service | | 654,500 |
| Total BSR II Fund by Department | | | Total: \$ 1,877,613 |

Environmental Services - Fund 226

| | |
|---------------|---------------------|
| Total: | \$ 2,950,521 |
|---------------|---------------------|

Recreation - Fund 230

| | |
|---------------|-------------------|
| Total: | \$ 775,199 |
|---------------|-------------------|

14B Court - Fund 236

| | |
|---------------|---------------------|
| Total: | \$ 1,776,318 |
|---------------|---------------------|

Housing & Business Inspection - Fund 248

| | |
|---------------|-------------|
| Total: | \$ - |
|---------------|-------------|

Building Department - Fund 249

| | |
|---------------|-------------------|
| Total: | \$ 884,699 |
|---------------|-------------------|

Local Development Finance Authority - Fund 250

| | |
|---------------|-------------------|
| Total: | \$ 129,164 |
|---------------|-------------------|

Hydro Station - Fund 252

| | |
|---------------|-------------------|
| Total: | \$ 430,435 |
|---------------|-------------------|

Law Enforcement - Fund 266

| | | | |
|---|------------------|----|----------------------------|
| 301 | Sheriff Services | \$ | 7,215,114 |
| 304 | Ordinance | | 802,906 |
| Total Law Enforcement Fund by Department | | | Total: \$ 8,018,020 |

Debt 2006 Bond - Fund 398

| | |
|---------------|-------------------|
| Total: | \$ 234,960 |
|---------------|-------------------|

Golf Course - Fund 584

| | |
|---------------|-------------------|
| Total: | \$ 767,944 |
|---------------|-------------------|

| | | |
|--------------------------------------|---------------------|----------------------|
| Compost - Fund 590 | Total: | \$ 944,419 |
| Motor Pool - Fund 595 | Total: | \$ 248,553 |
| Nuisance Abatement - Fund 893 | Total: | \$ 28,097 |
| | Grand Total: | \$ 34,785,577 |

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

Revenues:

| | | | |
|---|---------------|---------------------|--|
| Revenues | \$ | 9,054,345 | |
| Transfer-in | | 181,865 | |
| Appropriation of prior year fund balance | | 50,650 | |
| General Fund - 101 | Total: | \$ 9,286,860 | |
| Revenues | \$ | 6,521,582 | |
| Transfer-in | | - | |
| Appropriation of prior year fund balance | | - | |
| Fire Department Fund - 206 | Total: | \$ 6,521,582 | |
| Revenues | \$ | 6,300 | |
| Transfer-in | | - | |
| Appropriation of prior year fund balance | | 2,522 | |
| Parks Commission Fund - 208 | Total: | \$ 8,822 | |
| Revenues | \$ | 1,530,092 | |
| Transfer-in | | 321,000 | |
| Appropriation of prior year fund balance | | 26,521 | |
| Bike Path, Sidewalk, Recreation, Roads, Operations - 212 | Total: | \$ 1,877,613 | |
| Revenues | \$ | 2,817,222 | |
| Transfer-in | | - | |
| Appropriation of prior year fund balance | | 133,299 | |
| Environmental Services Fund - 226 | Total: | \$ 2,950,521 | |
| Revenues | \$ | 306,680 | |
| Transfer-in | | 468,519 | |
| Appropriation of prior year fund balance | | - | |
| Recreation Fund - 230 | Total: | \$ 775,199 | |
| Revenues | \$ | 1,668,724 | |
| Transfer-in | | - | |
| Appropriation of prior year fund balance | | 107,594 | |
| 14B Court - 236 | Total: | \$ 1,776,318 | |
| Revenues | \$ | - | |
| Transfer-in | | - | |
| Appropriation of prior year fund balance | | - | |
| Building Rental Inspection Fund - 248 | Total: | \$ - | |
| Revenues | \$ | 901,500 | |
| Transfer-in | | - | |
| Appropriation of prior year fund balance | | - | |
| Building Department Fund - 249 | Total: | \$ 901,500 | |
| Revenues | \$ | 121,964 | |
| Transfer-in | | - | |
| Appropriation of prior year fund balance | | 7,500 | |
| Local Development Finance Authority Fund - 250 | Total: | \$ 129,464 | |
| Revenues | \$ | 402,500 | |
| Transfer-in | | 81,000 | |
| Appropriation of prior year fund balance | | - | |
| Hydro Station Fund - 252 | Total: | \$ 483,500 | |
| Revenues | \$ | 8,118,506 | |
| Transfer-in | | - | |
| Appropriation of prior year fund balance | | - | |
| Law Enforcement Fund- 266 | Total: | \$ 8,118,506 | |
| Revenues | \$ | - | |
| Transfer-in | | 129,914 | |
| Appropriation of prior year fund balance | | 105,046 | |
| Debt 2006 Bond Fund - Fund 398 | Total: | \$ 234,960 | |

| | | | |
|--|---------------|-------------------|----------------|
| Revenues | \$ | 535,850 | |
| Transfer-in | | 232,094 | |
| Appropriation of prior year fund balance | | - | |
| Golf Course Fund - 584 | Total: | \$ | 767,944 |
| | | | |
| Revenues | \$ | 570,789 | |
| Transfer-in | | - | |
| Appropriation of prior year fund balance | | 373,630 | |
| Compost Site Fund - 590 | Total: | \$ | 944,419 |
| | | | |
| Revenues | \$ | 266,497 | |
| Transfer-in | | - | |
| Appropriation of prior year fund balance | | - | |
| Motorpool Fund - 595 | Total: | \$ | 266,497 |
| | | | |
| Revenues | \$ | 28,500 | |
| Transfer-in | | - | |
| Appropriation of prior year fund balance | | - | |
| Nuisance Abatement Fund - 893 | Total: | \$ | 28,500 |
| | | | |
| Grand Total: | \$ | 35,072,205 | |

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

BE IT FURTHER RESOLVED that increases to fund budgets must be authorized by the Township Board; and

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

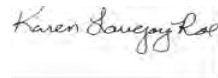
Levied Property Tax Revenues and Rates:

| <u>Operating</u> | <u>Rate</u> | <u>Revenue</u> |
|--|----------------|------------------------|
| General | 1.0064 | \$ 1,389,179 * |
| Fire Department | 3.0649 | \$ 4,230,620 * |
| Fire Capital | 0.4949 | \$ 683,133 * |
| Solid Waste | 2.1135 | \$ 2,917,360 * |
| Law Enforcement | 5.8356 | \$ 8,055,143 * |
| Bike Path, Sidewalk, Recreation, Roads, Operatio | 0.9865 | \$ 1,361,711 * |
| Operating Total: | 13.5018 | \$ 18,637,146 |
| | | |
| <u>Debt</u> | | |
| Fire Pension | 1.3300 | \$ 1,835,859 * |
| Debt Total: | 1.3300 | \$ 1,835,859 |
| | | |
| Grand Total: | 14.8318 | \$ 20,473,004 * |

* Amount calculated using taxable value minus Renaissance Zone. This figure does not include any adjustments.

BE IT FURTHER RESOLVED that the Township will levy the 1% Tax Administration fee on property taxes collected by the Township Treasurer on behalf of other governmental units, as permitted by State Law.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2019-46 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 3, 2019.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti



11/05/2019

Today's Date

11/22/2019

Quote Expires

COURSE INFORMATION

Michael Hoffmeister

Course Representative

Legal Business Name

Green Oaks Golf Course

Name of Course

1775 E Clark Rd

Street Address

Ypsilanti

City

MI

State

48198

Zip Code

COURSE TYPE *(Choose one)*

- Private
- Public
- Semi-Private
- F&B Only

NUMBER OF HOLES

- 9
- 18
- 27
- Other



CORE PACKAGE

| | LICENSES | MSRP | DISCOUNT | TAX % | TAX TOTAL | TOTAL |
|---|----------|---------|----------|-------|-----------|-------|
| Teesnap Golf + F&B Software Package (includes Teesnap Access Station & Strategic Account Management) | 2 | 9000.00 | 9000.00 | 0 | 0 | 0.00 |
| <i>Each License covers up to 6 users</i> | | | | | | |

COMPONENTS/ADD-ONS

| | INCLUDED | MSRP | DISCOUNT | TAX % | TAX TOTAL | TOTAL |
|--|----------|---------|----------|-------|-----------|-------|
| Custom Website + Form Submissions (SM Claiming, SM Syndication, Blog, Online Store) | ✓ | 1800.00 | 1800.00 | 0 | 0 | 0.00 |
| Email Marketing Tool (Email journeys, Marketing Refresh API) | ✓ | 1000.00 | 1000.00 | 0 | 0 | 0.00 |
| In Person Training, Installation, and Ongoing Support | ✓ | 1500.00 | 1500.00 | 0 | 0 | 0.00 |
| Extra Day(s) of In-Person Training | | | | | | |
| Webinar Training | | | | | | |
| CORE + COMPONENTS/ADD-ONS TOTAL | | | | | | 0.00 |

MARKETING SERVICES

| | INCLUDED | MSRP | DISCOUNT | TAX % | TAX TOTAL | TOTAL |
|------------------------------------|----------|------|----------|-------|-----------|-------|
| Managed Accounting Services | | | | | | |
| Teesnap Social + | | | | | | |
| Managed Marketing Lite | | | | | | |
| Managed Marketing Pro | | | | | | |
| Managed Marketing Thrive | | | | | | |
| Teesnap Messenger Marketing | | | | | | |
| PROFESSIONAL SERVICES TOTAL | | | | | | 0.00 |

ADDITIONAL HARDWARE

NUMBER INCLUDED

| | | | |
|---|--|-------------------------------|-----------|
| Thermal Cloud Printer - TSP65411 | | TOTAL MSRP | 13,300.00 |
| Impact Cloud Printer - SP742CLOUDPRNT | | TOTAL DISCOUNT | 13,300.00 |
| Thermal Bluetooth Printer - TSP654IIBI-24 | | SUBTOTAL | 0.00 |
| Cash Drawer - 13"x13" | | TAXES DUE | 0.00 |
| Cash Drawer - 16"x16" | | TOTAL ANNUAL PRICE DUE | 0.00 |



PAYMENT & PRICING (Please choose one)

MONTHLY PAYMENT

You agree to pay Teesnap monthly installments of \$ _____ for _____ months, starting on _____.

These payments will now be made by ACH electronic funds transfer, or by a monthly charge to Customer’s credit card to be kept on file with Teesnap. Unpaid monthly installments or portions thereof shall carry forward until the entire balance is paid in full.

** All Credit Card payments are subject to an additional 2.75% processing fee that will be added to this payment.*

ANNUAL PAYMENT

You agree to pay Teesnap \$ _____ as a one-time annual payment.

This payment is valid for 1-year use of Teesnap. The terms of this agreement will expire on _____ . Future annual payments will be made by ACH electronic funds transfer or by a charge to Customer’s credit card to be kept on file with Teesnap.

** All Credit Card payments are subject to an additional 2.75% processing fee that will be added to this payment.*



TEEPAY

Based on the selected products and services, Course agrees to provide Teesnap ⁸ _____ Player(s) per day as payment.

These players will be available for sale on any day that the golf course is open and has availability throughout the term of this agreement.

UP FRONT PAYMENT

You agree to pay Teesnap an initial installment of \$ _____ due at least two (2) weeks prior to your installation and training.

This payment will be made by ACH electronic funds transfer, check, or a charge to Customer’s credit card. Failure to make this payment on time may result in forfeiture of your scheduled installation date.

** All Credit Card payments are subject to an additional 2.75% processing fee that will be added to this payment.*

FORM OF PAYMENT

TEEPAY: TeePay is an alternative payment method that allows the Course to provide Teesnap a mutually agreed upon number of players per day in exchange for products and services. A single "Player" is defined as one (1) individual 18-hole round (with cart) made available for sale by Teesnap for its own benefit. Each Player shall be made available for sale beginning on the first day of the month and will be made available on subsequent days throughout the month. Teesnap will never offer more than the daily agreed upon Player(s) unless otherwise agreed upon by the Customer.

The tee times of the individual 18-hole rounds provided as Player(s) shall be mutually agreed upon. Teesnap shall have the ability to sell Player(s) at a price that is at the discretion of Teesnap (except where mutually agreed upon). Player(s) will be available for purchase on the Customer’s website. Teesnap will collect payments for TeePay Times and all applicable taxes directly from golfers.

Throughout the term of this agreement, the Course agrees to use the Teesnap booking portal on their website as the sole provider for online tee time reservations. Additionally, any time where there are tee times available to the public, the Course agrees to ensure those times are available online for purchase through the Teesnap booking portal.



MONTHLY/ANNUAL: Customer agrees to pay the Total Annual Price Due in US Dollars, based on the Payment and Pricing identified above, by one of the following methods:

ACH Electronic Funds Transfer - An ACH Electronic Authorization Payment Form must be completed. Funds transfers will occur on the dates and schedule specified in this Agreement. (Preferred Method)

Credit Card on File - A Credit Card Authorization form must be completed. Customer shall be charged a processing fee equivalent to that which Teesnap is charged for payments made by credit card. Customer shall be liable for any and all fees (annual fees, late payment fees, etc.) associated with the credit card. Customer's card on file will be billed on the dates and schedule specified in this Agreement. (Monthly or Annual Only)

PROCESSING FEES

A **2.75** % processing fee will be charged on all Customer credit and debit card transactions. The fee will be deducted from the Customer's total credit and debit card activities each day. Sales tax is applicable on processing fees in the following states: CT, NM, OH, and the District of Columbia.

* Please note that for installment plans, tax rates for any taxes collected may be subject to change based on applicable government laws and/or regulations.

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (the "Agreement") effective as of _____ (the "Effective Date") is made and entered into by and between **Green Oaks Golf Course**, with its principal place of business at **1775 E Clark Rd** _____ (hereinafter the "Customer"), and Teesnap, LLC, a Nevada limited liability company, with a registered address located at 1201 N. Town Center Drive, Las Vegas, NV 89144 ("Teesnap"). Customer and Teesnap may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Customer wishes to purchase and utilize services and the system (the "System") provided by Teesnap.

WHEREAS, Teesnap provides technology services to Customers and Restaurants to enable orders for food, beverages, Point-of-Sale, Reservations, and related products and services provided by the "Customer" and facilitates payment to the "Customer" for the purchases with a permitted Payment Method ("Payment Transactions").

NOW, THEREFORE, in consideration of the mutual promises contained herein and the agreements set forth below, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and Teesnap agree as follows:



SECTION 1. DESCRIPTION OF SERVICES

- 1.1 Upon implementation of the System, Teesnap will provide Customer with access to its System and the selected services (the "Services") as described on page 2 of this Agreement.
- 1.2 System will be installed on **01/06/2020** (the "Installation Date").
- 1.3 Teesnap hereby grants Customer a limited, non-transferable, and non-exclusive license to remotely access and use the System solely during the Term (as defined herein) of the Agreement. Except for this limited usage right during the Term, nothing in this Agreement grants Customer any rights, title or interest in the System, Services, or any deliverables provided by Teesnap. Teesnap reserves the right to make changes and updates to the functionality and/or documentation of the System from time to time.

SECTION 2. TEESNAP ACCOUNT

- 2.1 Teesnap may conduct an installation and training session of the System. During this time, Teesnap and Customer will work together to customize Customer's account for the System. This includes, but is not limited to the following:
 - a. Customizing Customer's account with Teesnap;
 - b. Customizing Customer's administrative environment for all related personnel and products;
 - c. Customizing Customer's products, including the cost and retail pricing for each product Customer offers; and
 - d. All other steps required for the operation of the System.
- 2.2 Customer's account will facilitate Customer's use of the System and will allow Customer to receive current reservations, sales related information, and other information pertaining to Customer's relationship with Teesnap.
- 2.3 Teesnap is not and will not be liable for any loss or damage arising from Customer's failure to manage and maintain its account. Each Customer is solely responsible and liable for marketing, selling, pricing, packaging, and provision of any products or services offered through the Services in compliance with all applicable laws, regulations, and rules or industry standards ("Applicable Law"). Teesnap makes no representation or warranty regarding whether a Customer holds any applicable permit, license, registration, or other credential for its business; whether representations by a Customer are true or accurate; or whether a Customer complies with Applicable Law, and Teesnap is not responsible for the quality of the products or services provided by the Customer.

SECTION 3. SYSTEM PARTICIPATION

- 3.1 **Customer Offerings.** To participate in the System, Customer must supply the content and images to describe and illustrate the Customer and its service offerings ("Customer Offerings"), by completing and submitting, or authorizing an agent to complete and submit, the information to Teesnap. Customer Offerings include, but are not limited to, tee time pricing, pricing on retail items, and pricing on food and beverage. Customer is responsible and liable for all Customer Offerings and terms, and for Teesnap's or any purchaser's use or reliance on any of the foregoing.
- 3.2 **Promotion of Golf Course.** Teesnap reserves the right to market the Golf Course Offerings to the Golf Course customers. Teesnap will be responsible for creating and designing the email that will promote and market the Golf Course and the Golf Course Offerings by sending marketing emails to Golf Course customers. The Customer acknowledges and agrees that it will, at all times, be in compliance with the CAN-SPAM Act. This includes, but not limited to, promptly honoring any opt-out/unsubscribe requests received from a customer. Teesnap does not warrant or guarantee the use of the System will result in any particular amount of revenue or profit to the Customer.
- 3.3 **Responsibility for Customer Offering.** Customer represents that all services provided by the Customer for customers booking through the System will be consistent with prevailing industry standards for similar Customers in the area. Customer will be responsible for all customer service with respect to the Customer Offerings. Teesnap shall have no liability for the nature, completeness, or accuracy of information provided by Customer about the Customer Offerings or the fulfillment of the Customer Offerings.
- 3.4 **Processing of Sale.** All sales transactions for the Customer will be processed through the System. Customer agrees that the System will be the exclusive reservation and retail system used by the Customer, and that all golf related commercial activities, including the reservation of calendar for tee times, will be booked through the System during the Term of this Agreement.
- 3.5 **License to Customer's Content.** During the Term of this Agreement, Customer hereby grants Teesnap a non-exclusive, worldwide, transferable, irrevocable, and sub-licensable license to use, copy, distribute, display, and perform any of Customer's content concerning the Customer and the Customer Offerings (including any trademarks, trade names, logos or copyrighted material of Customer to be included in any advertising of the Customer or Customer Offerings) in any and all media or formats in connection with Teesnap's fulfillment of its rights and obligations under this Agreement, including the promotion of the Customer and Customer Offerings.



- 3.6 Customer Data.** Customer acknowledges that it will own all data collected by, or on behalf of, Teesnap pursuant to this Agreement, including all information and data of individuals who may or do purchase the Customer Offerings ("Customer Data"); provided, however, that Teesnap and its affiliates shall have the right to use any such data collected by it for marketing or other purposes. Teesnap affiliates shall not use Customer Data to compete with Customer Offerings, but may use Customer Data to market non-competing products and promotions to course customers. Teesnap shall take commercially reasonable efforts to protect the security of Customer Data and comply with all laws relating to the processing of any Customer Data, including any applicable subscribe/unsubscribe requirements with regard to email communications. If Customer becomes aware of, or suspects, any unauthorized access to or use of Customer Data by Teesnap, Customer shall immediately notify Teesnap and shall cooperate with Teesnap in the investigation of such breach and the mitigation of any damages.
- 3.7 Press Release.** Teesnap may, in its sole discretion, include Customer and the Customer in any press release regarding the Customer Offerings described herein or otherwise identify Customer as one of its Customer clients. Any press release Customer may want to issue which includes Teesnap must be pre-approved in writing by Teesnap prior to release.
- 3.8 PCI Compliance.** Teesnap is and will remain PCI compliant for the life of the product. The annual PCI compliance certification (SAQ) is the sole responsibility of Teesnap. Documentation required for validation of this process or confirmation of completion is available upon request.
- 3.9 Hardware and Data Usage.** Customer agrees to utilize the hardware and cellular data connection exclusively for the purposes set forth in this Agreement. This includes limiting use to authorized apps, websites, and approved add-ons. Teesnap reserves the right to modify, suspend access, and/or pass on fees incurred by Teesnap for excessive data usage.

SECTION 4. PAYMENT TERMS

- 4.1 System Pricing.** In return for the Services and System provided by Teesnap to Customer hereunder, Customer shall deliver the number of Player(s) as set forth on page 2 of this Agreement. In the event that Teesnap is unable to generate enough revenue to cover costs via the Teepay option, Teesnap reserves the right to post double the agreed upon daily allotment but will never sell more than the original total monthly allotment. Additionally, Teesnap will work with the golf course on mutually agreeable alternative payment options.
- 4.2 Additional Fees.** If an ACH Electronic Funds Transfer debit request is not successful; Customer will be subject to a \$15 transaction fee for each occurrence. Additionally, any aged balance beyond 30 days will be subject to a monthly late fee equal to 15% of the balance owed.
- 4.3 Currency.** All payments hereunder shall be in US Dollars (USD) and made by check, credit card, debit card, or ACH electronic transfer. Credit and debit card payments are subject to a processing fee as indicated in this Agreement.
- 4.4 Customer Products Pricing.** All prices for the Customer Offerings shall be established by the Customer. Any price changes to the Customer Offerings shall become effective once loaded into the System.
- 4.5 Customer Sales and Payment Processing.** Teesnap will be responsible for processing all credit and debit card payments from Customer's customers. Customer's name will be displayed on the customer's statement as the sales agent. The System will also track all cash transactions. The Customer shall be responsible for handling and processing of all cash payments.
- 4.6 Payments to Customer.** The third-party payment card processor will process all credit and debit card activities for the Customer. The third-party payment card processor will remit proceeds via Automated Clearing House (the "ACH") to Customer account within two business days.
- 4.7 Taxes.**
 - Taxes Related to Customer Offerings:**

Customer shall be solely responsible for any taxes, levies, duties and/or similar governmental assessments (collectively, "Taxes") of any nature assessable by any jurisdiction whatsoever in connection with the purchase and/or use of Customer Offerings. Customer agrees to hold Teesnap harmless of any liability with respect to any such Taxes.
 - Taxes Related to Teesnap Services:**

If the collection and remittance of Taxes to governmental bodies is applicable on Teesnap Services, Customer agrees to pay Teesnap the amounts to be collected and remitted. Information on assessed and remitted taxes concerning Customer's Teesnap Services will be provided to Customer by Teesnap. Please note that any Taxes collected may be subject to change based on applicable government laws and/or regulations.
- 4.8 Hardware.** During the Term of this Agreement, or any renewal thereof, Teesnap agrees to replace, at no additional cost to Customer, any hardware provided under this Agreement that is deemed defective or inoperable, in Teesnap's sole opinion. Customer will be responsible for



cost of the replacement of any hardware that is damaged by Customer or any of its employees, agents or subcontractors.

- 4.9 Reports.** Teesnap will provide comprehensive reports summarizing Customer's activities for:
- a. Each Period;
 - b. All tax related reporting including state, county, and local taxes; and
 - c. Any other activity designated by Customer.

SECTION 5. TERM AND TERMINATION

- 5.1 Term.** This Agreement is effective as of the Effective Date set forth above and will remain in effect for two (2) years (the "Initial Term"). After the Initial Term and until terminated with 30 days' advance notice by either Party, as provided herein, this Agreement shall be automatically extended for successive one (1) year periods, unless renegotiated prior to end of the Term.
- 5.2 Termination for Convenience.** Either Party may terminate this agreement at any time, with or without further obligation, except for any outstanding and undisputed payments due to a Party, by providing the other Party with ninety (90) days advance written notice.
- 5.3 Termination by Breach of Agreement.** In the event either Party breaches any of the material terms or conditions of this Agreement, and such breach is not cured within thirty (30) days after receipt of written notice specifying the nature of the breach, the non-breaching Party may terminate this Agreement without any further delay or obligation hereunder.
- 5.4 Effects of Termination.** If either Party terminates this Agreement per the provisions of section 5.2 or 5.3, Customer shall i) forfeit any and all pre- paid expenses and fees; Teesnap shall have the right to debit via ACH, or charge a CCoF, for any and all outstanding payments due to Teesnap; to include Early Termination Fees outlined in section 5.5.
- 5.5 Early Termination Fee.** If Customer terminates this Agreement per the provisions of section 5.2, Customer shall pay Teesnap within fifteen (15) days from the date of termination, an early termination fee of fifty percent (50%) of the remaining balance set forth in this Agreement. If Customer is paying via Teepay, Customer shall pay Teesnap, within fifteen (15) days from the date of termination, an early termination fee of one-thousand dollars (\$1,000) per month for each month remaining on the current term. If Customer terminates this Agreement for any reason prior to the Installation Date or within ninety (90) days from the Installation Date, Customer shall pay Teesnap an additional flat fee of one thousand five hundred dollars (\$1,500) as reimbursement to Teesnap for travel expenses.
- 5.6 Equipment Return.** Upon termination of this Agreement for any reason Customer will, within fifteen (15) days from the date of termination, return all equipment leased to Customer by Teesnap. If leased equipment is not returned, or is damaged upon receipt, Teesnap shall have the right to debit via ACH, or charge a CCoF, the full replacement value for the leased equipment.

SECTION 6. MANAGED MARKETING SERVICES

- 6.1 Services.** Customer appoints Teesnap as its exclusive agent to market, provide guidance, and intelligence, and to consult Customer on marketing initiative(s). In this capacity, Teesnap shall have all powers as may be necessary or expedient to carry out the purposes of and the transactions contemplated in this Agreement and will provide such insight as needed, as well as access to Teesnap's Managed Marketing Team.
- 6.2 Teesnap will manage the following Services to Customer:**
- a. Website Management
 - b. Online Store Management
 - c. Email Marketing Management
 - d. Social Media Management
 - e. Paid Ads on Social Media
 - f. Messenger Marketing

Planning Calendar

Customer and Teesnap agree that the planning and communication stage of this Agreement is essential to its success. Both Parties will, to the best of their abilities, meet via electronic meetings or in person to develop the yearly plan. In executing this plan, both Parties also agree that they must work together to make it successful in design and execution.

Website Management

Customer and Teesnap agree that when new pages and new designs are required, both Parties will agree to the branding look and feel of such pages and that new page creation will not exceed four new pages in any given week.



Email Management

Customer and Teesnap agree that Teesnap will provide drafts of emails to Customer and Customer will sign off on drafts before sends. Customer and Teesnap agree that previously signed off on email templates may be sent without approval. Customer agrees that no more than 10 email campaigns will be sent in any given week.

Paid Social Media

Customer and Teesnap agree that Teesnap will have admin privileges to Facebook, Google, and LinkedIn. Customer and Teesnap will agree on budget spend for any given strategy and that Customer's credit card on file will be in good standing for such spending. This spending will be in addition to Teesnap Managed Marketing service cost.

Messenger Marketing

Teesnap will integrate Customer's Teesnap website and Facebook Messenger marketing via the growth tools. Teesnap will engage Customer's audience in accordance with the Facebook Messenger terms and services. Flows and sequences will also be managed in accordance with Facebook's terms of use. In any given week during the year, a limit of one new flow and one new set of sequences will be programmed by Teesnap.

SECTION 7. DISCLAIMER OF WARRANTIES, WAIVER, AND LIMITATION OF LIABILITY

7.1 Disclaimer of Warranties. You expressly understand and agree that your use of the services and all information, products, and other content (including that of third-parties) included in or accessible from the service is at your sole risk. The service is provided on an "as is" and "as available" basis.

Neither Teesnap nor its third-party providers will be liable or responsible for any products or services provided by customer that are a cause of injury or that are unacceptable or do not meet your requirements or expectations.

Except for the express warranties set forth herein, Teesnap and its third-party providers hereby expressly disclaim all express or implied warranties with regard to the services and all information, products, and other content (including that of third-parties) included in or accessible from the services, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement and quality. Teesnap relies upon customers to provide accurate allergen and dietary information and general product safety. Teesnap does not represent or warrant that the information accessible through the services is accurate, complete, reliable, current, or error-free, including, without limitation, menus, nutritional and allergen information, photos, food quality or descriptions, pricing, hours of operation, or reviews. All content is provided for informational purposes only. The reliance on any information provided through the service is solely at your own risk, including, without limitation, nutritional and allergen information.

Teesnap and its third-party providers make no representations or warranties regarding (i) whether the services will meet your requirements; (ii) the reliability, availability, timeliness, suitability, accuracy or completeness of the services; (iii) the results you may obtain by using the services; (iv) whether the operation or use of the services will be uninterrupted or error-free; or (v) whether the quality of the service, or products or service, information or other material purchased or obtained through the services will meet your expectations.

Any material downloaded or otherwise obtained through the use of the services is done at your own discretion and risk and you are solely responsible for any damage to your computer system or device or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from Teesnap or a third-party through or from the services will create any warranty not expressly stated in these terms.

You acknowledge that neither Teesnap nor its third-party providers controls the transfer of data over communications facilities, including the internet, and that neither Teesnap nor its third-party providers are responsible for any limitations, delays, or other problems inherent in the use of such communications facilities without limiting the foregoing, neither Teesnap nor its third-party providers warrants or guarantees that any or all security breaches or attacks will be discovered, reported, or remedied, or that there will not be any security breaches by third-parties.

7.2 Limitation of Teesnap's Liability. In no event will Teesnap be liable under any contract, negligence, strict liability, or other theory, for any direct, indirect, special, punitive, incidental, exemplary or consequential damages, including but not limited to damages or lost profits, goodwill, use, data or other intangible losses, even if Teesnap has been advised of the possibility of such damages and even if a remedy set forth herein has failed its essential purpose. To the maximum extent permitted by law, Teesnap's aggregate liability to you or any third-parties in any circumstance is limited to one hundred dollars (\$100 USD).

7.3 State Exceptions. Some states do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. In such states, Teesnap's limitation of liability will be limited to the maximum extent permitted by law.

7.4 Reliance on Limitations. Each party acknowledges that the other party has entered into these Terms of Service relying on the limitations of liability stated herein and that those limitations are an essential basis of the bargain between the parties.

7.5 Force Majeure. Teesnap will not be liable for any failure or delay resulting from any condition beyond its reasonable control, including but not limited to governmental action or acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, power failures, and Internet



disturbances.

SECTION 8. DATA SECURITY

- 8.1 Data Security Practices.** Customer agrees to use security technologies and techniques in accordance with industry best practices, including those relating to the prevention and detection of unauthorized use and access of systems and networks. A "Security Breach" is any act or omission that results in: (i) the unauthorized access or use of confidential information; or (ii) a breach of the physical, technical, administrative or organizational safeguards put in place by the either Party, that relate to the protection of the security, confidentiality, or integrity of confidential information. In the event of a Security Breach, Customer shall provide Teesnap with the name and contact information for a Customer employee or position which shall serve as Teesnap's primary contact and shall be available to assist Teesnap twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach. To the extent permitted by law and law enforcement authorities, Customer shall notify Teesnap of a Security Breach as soon as practicable by phone and in writing, but no later than twenty-four (24) hours after Customer becomes aware of it. Immediately following Customer's notification to Teesnap of a Security Breach, the Parties shall coordinate with each other to investigate the Security Breach.
- 8.2 Data Protection Regulations.** Customer shall, at all times, maintain policies, practices and procedures sufficient to comply with data protection regulations such as the EU General Data Protection Regulation, or the California Consumer Privacy Act (to take effect on January 1, 2020). In the event Customer is found to be in violation of such data protection regulations or similar laws, Customer shall indemnify and hold harmless Teesnap from any claims, demands, or liability arising from Customer's breach or violation of the same.
- 8.3 Modification of Terms.** Teesnap reserves the right to modify any portion of these Terms of Service at any time in its sole discretion by notifying you of any changes by electronic mail, posting of the updated Terms of Service on its Website, or delivering an alert through the Application. The changes will become effective, and shall be deemed accepted by you, upon the effective date stated or initial posting/delivery date (if none is stated) and shall be effective on a going-forward basis. If you do not agree to these Terms of Service or any updated version of the Terms of Service, your sole and exclusive remedy is to terminate your use of the Services.
- 8.4 Miscellaneous.** Any action, claim, or dispute related to these Terms of Service will be governed by the laws of Nevada, excluding its conflicts of law provisions, and controlling U.S. federal law. The Uniform Computer Information Transactions Act will not apply to these Terms of Service. If any provision of these Terms of Service Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of these Terms of Service, which will remain in full force and effect. Failure of Teesnap to act on or enforce any provision of these Terms of Service will not be construed as a waiver of that provision or any other provision herein. No waiver will be effective against Teesnap unless made in writing, and no such waiver will be construed as a waiver in any other or subsequent instance. Except as expressly agreed by Teesnap and Customer, these Terms of Service constitute the entire agreement between you and Teesnap with respect to the subject matter hereof, and supersedes all previous or contemporaneous agreements, whether written or oral, between you and Teesnap with respect to the subject matter. The section headings are provided merely for convenience and will not be given any legal import. These Terms of Service will inure to the benefit of our successors and assigns. You may not assign these Terms of Service without our prior written consent. Any information submitted or provided by you to the Services might be publicly accessible. Important and private information should be protected by you.

IN WITNESS WHEREOF, the Parties have agreed to the terms of this Agreement as of the Effective Date.

Charter Twp of Ypsilanti

Customer

Teesnap, LLC

Dec 4, 2019

Date

Date

Brenda L. Stumbo | Karen Lovejoy Roe

Signature

Signature

Brenda L. Stumbo

Karen Lovejoy Roe

Printed Name

Printed Name

Supervisor

Clerk

Title

Title



OFFICE OF COMMUNITY & ECONOMIC DEVELOPMENT

Collaborative solutions for a promising future

415 W. Michigan Avenue
Ypsilanti, MI 48197

734.544.6748 (P)
734.544.6749 (F)

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facebook.com/washtenawoced
www.opportunitywashtenaw.org

November 21, 2019

CR #51282-1

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

Dear Supervisor Stumbo and Clerk Roe,

Washtenaw County wishes to amend the contract for the Foley Avenue HMA Project with your agency. Corporation Counsel has indicated that this amendment could be accomplished by a letter signed by both of us. If this amendment 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, I hereby amend the Agreement for Subaward of Federal Financial Assistance between Washtenaw County and the Charter Township of Ypsilanti dated January 15, 2019 as follows:

Amend ARTICLE V – TERM to extend the contract as follows:

“This contract shall be in full force and effect for an additional term of six (6) months terminating on June 30, 2020.”

All other terms and conditions remain the same as in the original contract, subsequent amendments and any applicable RFP/RFQ.

ATTEST:

WASHTENAW COUNTY

Lawrence Kestenbaum (DATE)
County Clerk/Register

Gregory Dill (DATE)
County Administrator

APPROVED FOR CONTENT:

CHARTER TOWNSHIP OF YPSILANTI

Department Head

Brenda L. Stumbo
Accepted by *Brenda L. Stumbo*
Supervisor
12-3-19
Karen Lovejoy Roe
Karen Lovejoy Roe
Clerk
12-3-19

Original: Clerk
Supervisor
cc: Department
Purchasing

CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION NO. 2019-47
ESTABLISH TOWNSHIP SUPERVISOR'S SALARY

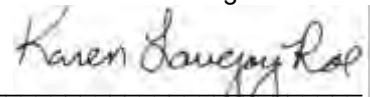
WHEREAS according to MCL 41.95(3), in a township that does not hold an annual meeting, the salary for elected officials shall be determined by the township board; and

WHEREAS in 2020, Teamster and AFSCME employees will receive a 2.5% contractual increase in wages; and

WHEREAS it is recommended that non-union employees also receive a 2.5% increase;

NOW THEREFORE BE IT RESOLVED that the salary for the office of Supervisor shall receive a 2.5% increase in 2020 from \$84,235.66 to \$86,341.55.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2019-47 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 3, 2019.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION NO. 2019-48
ESTABLISH TOWNSHIP CLERK'S SALARY

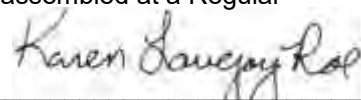
WHEREAS according to MCL 41.95(3), in a township that does not hold an annual meeting, the salary for elected officials shall be determined by the township board; and

WHEREAS in 2020, Teamster and AFSCME employees will receive a 2.5% contractual increase in wages; and

WHEREAS it is recommended that non-union employees also receive a 2.5% increase;

NOW THEREFORE BE IT RESOLVED that the salary for the office of Clerk shall receive a 2.5% increase in 2020 from \$84,235.66 to \$86,341.55.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2019-48 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 3, 2019.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION NO. 2019-49
ESTABLISH TOWNSHIP TREASURER'S SALARY

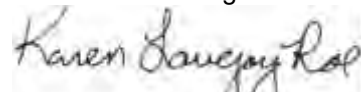
WHEREAS according to MCL 41.95(3), in a township that does not hold an annual meeting, the salary for elected officials shall be determined by the township board; and

WHEREAS in 2020, Teamster and AFSCME employees will receive a 2.5% contractual increase in wages; and

WHEREAS it is recommended that non-union employees also receive a 2.5% increase;

NOW THEREFORE BE IT RESOLVED that the salary for the office of Treasurer shall receive a 2.5% increase in 2020 from \$84,235.66 to \$86,341.55.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2019-49 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 3, 2019.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION NO. 2019-50**

ESTABLISH TOWNSHIP TRUSTEES' SALARY

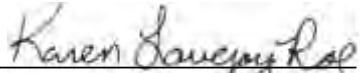
WHEREAS a new policy was adopted at the October 18, 2016 Township Board meeting that included compensation for Township Trustees; and

WHEREAS all AFSCME, Teamsters and non-union employees will receive a 2.5% increase in 2020; and

WHEREAS it has been recommended that both non-union and full-time elected officials also receive a 2.5% increase in 2020;

NOW THEREFORE BE IT RESOLVED that the Trustees will be paid according to the Trustee Attendance Policy and will receive a 2.5% increase in 2020.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2019-50 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 3, 2019.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

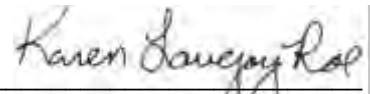
CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2019-54

**DESIGNATION OF DEPOSITORIES
FOR 2020**

NOW THEREFORE, BE IT RESOLVED that Bank of Ann Arbor-Ypsilanti Office, Comerica Bank, Charter One, Ann Arbor State Bank, Fifth Third Bank, Chase Bank, P&C Bank, United Bank & Trust, Fidelity Bank, Huntington National Bank, Key Bank, TCF Bank, Washtenaw Federal Credit Union and their successors be designated depositories for all Charter Township of Ypsilanti funds and securities for the 2020 calendar year.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2019-54 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 3, 2019.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

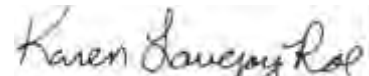
CHARTER TOWNSHIP OF YPSILANTI

Resolution No. 2019-55

ADOPTION OF REGULAR BOARD MEETING DATES FOR THE 2020 CALENDAR YEAR

NOW THEREFORE, BE IT RESOLVED that the attached schedule of dates and times be adopted for the Charter Township of Ypsilanti for the 2020 calendar year.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2019-55 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 3, 2019.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
BOARD OF TRUSTEES**

SCHEDULE OF MEETINGS FOR 2020

| | |
|--|---|
| Work Session 5:00 p.m. Civic Center Board Room | Regular Meeting 7:00 p.m. Civic Center Board Room |
|--|---|

In 2020, the Township Board will meet on the 1st and 3rd Tuesday of each month in February, April, May, October and December and on the 1st or 3rd Tuesday of each month in January, March, June, July, August, September and November.

Tuesday January 21, 2020

Tuesday February 4, 2020
Tuesday February 18, 2020

Tuesday March 3, 2020

Tuesday April 7, 2020
Tuesday April 21, 2020

Tuesday May 5, 2020
Tuesday May 19, 2020

Tuesday June 16, 2020*

Tuesday July 21, 2020*

Tuesday August 18, 2020*

Tuesday September 15, 2020*

Tuesday October 6, 2020
Tuesday October 20, 2020

Tuesday November 17, 2020

Tuesday December 1, 2020
Tuesday December 15, 2020

All meetings are held at the Ypsilanti Township Civic Center Building, 7200 S. Huron River Drive, Ypsilanti Township

Special Meetings may be called with 24-hour notification.

Pre-approval of Statements and Checks is authorized when no Board Meeting is held, with formal approval at the next regularly scheduled meeting, contingent on Board Members review and no objection.

*Board members should plan to reserve the first Tuesday of June, July, August and September in case a Special Meeting needs to be scheduled.

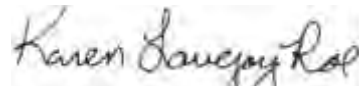
CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2019-56

ADOPTION OF ROBERT'S RULES OF ORDER

NOW THEREFORE, BE IT RESOLVED that Robert's Rules of Order shall be adopted by the Charter Township of Ypsilanti Board of Trustees for the 2020 calendar year.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2019-56 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 3, 2019.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

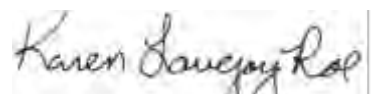
CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2019-57

DESIGNATION OF NEWSPAPER OF CIRCULATION

NOW THEREFORE, BE IT RESOLVED that Washtenaw Legal and MLive/AnnArbor.com be designated as the newspapers of general circulation for the Charter Township of Ypsilanti advertisements and publications for the 2020 calendar year.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2019-57 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 3, 2019.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI
2019 BUDGET AMENDMENT #19

DECEMBER 3, 2019

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

236 - 14B DISTRICT COURT FUND

Total Increase \$19,296.00

Request to increase budget for retirement of employee. This will be funded by an Appropriation of Prior Year Fund Balance.

| | | | |
|---------------|-------------------------|---------------------|---------------------------|
| Revenues: | Prior Year Fund Balance | 236-000-000-699.000 | \$19,296.00 |
| | | Net Revenues | <u><u>\$19,296.00</u></u> |
| Expenditures: | Retiree Time Payouts | 236-136-000-708.008 | \$17,929.00 |
| | FICA | 236-136-000-715.000 | <u><u>\$1,367.00</u></u> |
| | | Net Expenditures | <u><u>\$19,296.00</u></u> |

Motion to Amend the 2019 Budget (#19)

Move to increase the 14B District Court Fund budget by \$19,296 to \$1,827,529 and approve the department line item changes as outlined.

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

DECEMBER 17, 2019 BOARD MEETING

| | | |
|---------------------------|----|---------------------|
| ACCOUNTS PAYABLE CHECKS - | \$ | 811,434.73 |
| HAND CHECKS - | \$ | 390,371.63 |
| CREDIT CARD PURCHASES- | \$ | <u>4,564.88</u> |
| GRAND TOTAL - | \$ | 1,206,371.24 |

Clarity Health Care Deductible –

| | |
|-------------|-------------------|
| ACH EFT - | \$21,547.25 (NOV) |
| ADMIN FEE - | \$1,147.00 (NOV) |

| Check Date | Check | Vendor Name | Amount |
|------------|--------|----------------------------------|------------|
| Bank AP AP | | | |
| 11/27/2019 | 184001 | AT & T | 41.67 |
| 11/27/2019 | 184002 | AT & T | 203.02 |
| 11/27/2019 | 184003 | BLUE CROSS BLUE SHIELD OF MI | 185,596.02 |
| 11/27/2019 | 184004 | BLUE CROSS BLUE SHIELD OF MI | 33,528.88 |
| 11/27/2019 | 184005 | COMCAST BUSINESS | 2,595.75 |
| 11/27/2019 | 184006 | COMCAST CABLE | 106.85 |
| 11/27/2019 | 184007 | COMCAST CABLE | 146.85 |
| 11/27/2019 | 184008 | COMCAST CABLE | 181.62 |
| 11/27/2019 | 184009 | COMCAST CABLE | 214.90 |
| 11/27/2019 | 184010 | DEARBORN NATIONAL LIFE INSURANCE | 5,167.10 |
| 11/27/2019 | 184011 | DELTA DENTAL PLAN OF MICHIGAN | 13,264.03 |
| 11/27/2019 | 184012 | VISION SERVICE PLAN | 3,230.14 |
| 11/27/2019 | 184013 | WASTE MANAGEMENT | 4,213.84 |
| 12/03/2019 | 184014 | A-1 CONCRETE LEVELING | 1,760.00 |
| 12/03/2019 | 184015 | MLIVE MEDIA GROUP | 1,363.30 |
| 12/03/2019 | 184016 | TRAVIS ERBY | 252.00 |
| 12/03/2019 | 184017 | V & J CEMENT | 4,040.00 |
| 12/04/2019 | 184018 | DTE ENERGY** | 71,383.31 |
| 12/04/2019 | 184019 | LONG'S AUTOMOTIVE INC | 991.27 |
| 12/04/2019 | 184020 | VERIZON WIRELESS | 2,357.90 |
| 12/04/2019 | 184021 | WASTE MANAGEMENT | 50.25 |
| 12/04/2019 | 184022 | WASTE MANAGEMENT | 144.72 |
| 12/03/2019 | 184023 | AKT PEERLESS ENVIRONMENT SERV. | 15,573.00 |
| 12/03/2019 | 184024 | GOLDEN CORRAL | 1,389.00 |
| 12/03/2019 | 184025 | WASHTENAW COUNTY TREASURER# | 32,999.25 |
| 12/09/2019 | 184026 | COMCAST CABLE | 39.98 |
| 12/09/2019 | 184027 | COMCAST CABLE | 106.85 |
| 12/09/2019 | 184028 | DTE ENERGY | 8,434.77 |
| 12/09/2019 | 184029 | LONG'S AUTOMOTIVE INC | 707.45 |
| 12/09/2019 | 184030 | VERIZON WIRELESS | 287.91 |

AP TOTALS:

| | |
|----------------------------|------------|
| Total of 30 Checks: | 390,371.63 |
| Less 0 Void Checks: | 0.00 |
| Total of 30 Disbursements: | 390,371.63 |

AJP Checks

| Check Date | Check | Vendor Name | Amount |
|------------|--------|-------------------------------------|------------|
| Bank AP AP | | | |
| 12/17/2019 | 184031 | A.F. SMITH ELECTRIC | 1,225.17 |
| 12/17/2019 | 184032 | AKT PEERLESS ENVIRONMENT SERV. | 3,950.00 |
| 12/17/2019 | 184033 | ALLIE BROTHERS, INC. | 149.00 |
| 12/17/2019 | 184034 | AMAZON CAPITAL SERVICES | 4,227.74 |
| 12/17/2019 | 184035 | AMERIGAS - YPSILANTI | 307.46 |
| 12/17/2019 | 184036 | ANN ARBOR CLEANING SUPPLY | 368.12 |
| 12/17/2019 | 184037 | ANN ARBOR WELDING SUPPLY CO | 43.31 |
| 12/17/2019 | 184038 | AUTO VALUE YPSILANTI | 250.20 |
| 12/17/2019 | 184039 | BANK SUPPLIES | 33.45 |
| 12/17/2019 | 184040 | CARLISLE/WORTMAN ASSOCIATES | 7,002.58 |
| 12/17/2019 | 184041 | CHELSEA TIDERINGTON | 1,542.87 |
| 12/17/2019 | 184042 | CINCINNATI TIME SYSTEMS | 290.00 |
| 12/17/2019 | 184043 | COLMAN-WOLF SANITARY SUPPLY CO | 256.85 |
| 12/17/2019 | 184044 | CONFERENCE OF WESTERN WAYNE | 750.00 |
| 12/17/2019 | 184045 | COURT INNOVATIONS INC | 540.00 |
| 12/17/2019 | 184046 | DALE FISHER HELIPHOTO | 6,500.00 |
| 12/17/2019 | 184047 | DAWN FARM | 4,945.00 |
| 12/17/2019 | 184048 | DETROIT LEGAL NEWS | 586.00 |
| 12/17/2019 | 184049 | DISPUTE RESOLUTION CENTER | 1,875.00 |
| 12/17/2019 | 184050 | ERIKA JULIEN | 360.00 |
| 12/17/2019 | 184051 | GENERAL CODE CMS LLC | 15,571.52 |
| 12/17/2019 | 184052 | GOOSEWORKS, LLC | 625.00 |
| 12/17/2019 | 184053 | GOVERNMENTAL CONSULTANT SERVICES | 3,023.50 |
| 12/17/2019 | 184054 | GRAINGER | 1,918.61 |
| 12/17/2019 | 184055 | HERODOTOS AND NATHALIE SAVVIDES | 1,000.00 |
| 12/17/2019 | 184056 | HOME DEPOT | 971.97 |
| 12/17/2019 | 184057 | HOME DEPOT USA | 140.00 |
| 12/17/2019 | 184058 | JONES & BARTLETT LEARNING | 1,348.65 |
| 12/17/2019 | 184059 | JUNGA ACE HARDWARE | 2,200.00 |
| 12/17/2019 | 184060 | LARDNER ELEVATOR COMPANY | 225.00 |
| 12/17/2019 | 184061 | LOOKING GOOD LAWNS | 2,480.00 |
| 12/17/2019 | 184062 | LOWER HURON SUPPLY | 27.14 |
| 12/17/2019 | 184063 | MARK HAMILTON | 1,750.00 |
| 12/17/2019 | 184064 | MCLAIN AND WINTERS | 137,262.14 |
| 12/17/2019 | 184065 | MENARDS, INC. | 59.09 |
| 12/17/2019 | 184066 | MESSENGER PRINTING | 740.56 |
| 12/17/2019 | 184067 | METRO AIRPORT TRUCK | 5,037.00 |
| 12/17/2019 | 184068 | METRO CHEER TRAINING CENTER | 799.40 |
| 12/17/2019 | 184069 | MICHIGAN ASSESSORS ASSOC | 380.00 |
| 12/17/2019 | 184070 | MICHIGAN ASSOC. OF PLANNING | 75.00 |
| 12/17/2019 | 184071 | MICHIGAN LINEN SERVICE, INC. | 999.56 |
| 12/17/2019 | 184072 | MICHIGAN POWER RODDING | 310.00 |
| 12/17/2019 | 184073 | MICHIGAN RECREATION & PARK ASSOC. | 1,125.00 |
| 12/17/2019 | 184074 | MICHIGAN TOWNSHIP ASSOC.** | 393.50 |
| 12/17/2019 | 184075 | MICHIGAN URGENT CARE ANN ARBOR | 30.00 |
| 12/17/2019 | 184076 | MUZZALL GRAPHICS | 302.82 |
| 12/17/2019 | 184077 | NATIONAL FIRE SPRINKLER ASSOCIATION | 50.00 |
| 12/17/2019 | 184078 | NYE UNIFORM EAST | 872.75 |
| 12/17/2019 | 184079 | OFFICE EXPRESS | 69.17 |
| 12/17/2019 | 184080 | PARKWAY SERVICES, INC. | 130.00 |
| 12/17/2019 | 184081 | PLUNKETT COONEY | 9,182.24 |
| 12/17/2019 | 184082 | POST, SMYTHE, LUTZ AND ZIEL | 30,300.00 |
| 12/17/2019 | 184083 | PRIORITY ONE EMERGENCY | 1,589.92 |
| 12/17/2019 | 184084 | PROFESSIONAL TREE SERVICE | 5,900.00 |
| 12/17/2019 | 184085 | RENT A WRECK | 223.50 |
| 12/17/2019 | 184086 | RESIDEX, LLC | 588.24 |
| 12/17/2019 | 184087 | RHETT REYES | 261.00 |
| 12/17/2019 | 184088 | RICOH USA, INC. | 168.95 |
| 12/17/2019 | 184089 | RUBBER STAMPS UNLIMITED INC | 39.75 |
| 12/17/2019 | 184090 | RZ MASK LLC | 142.33 |
| 12/17/2019 | 184091 | SHRADER TIRE & OIL | 829.75 |
| 12/17/2019 | 184092 | SOUTHEASTERN EQUIPMENT CO. | 135.70 |
| 12/17/2019 | 184093 | SOUTHERN COMPUTER WAREHOUSE | 650.44 |
| 12/17/2019 | 184094 | SPICER GROUP | 6,253.75 |
| 12/17/2019 | 184095 | STANDARD PRINTING | 70.00 |
| 12/17/2019 | 184096 | STERICYCLE INC | 211.95 |
| 12/17/2019 | 184097 | SUSAN LONGSWORTH, PLC | 225.00 |
| 12/17/2019 | 184098 | TODD BARBER | 2,975.00 |
| 12/17/2019 | 184099 | TRANSUNION RISK & ALTERNATIVE | 75.00 |
| 12/17/2019 | 184100 | UNIFIRST CORPORATION | 230.56 |
| 12/17/2019 | 184101 | UNIVERSITY TRANSLATORS | 564.21 |
| 12/17/2019 | 184102 | UPRIGHT FENCE, INC. | 500.00 |
| 12/17/2019 | 184103 | VERMONT SYSTEMS, INC | 8,334.00 |
| 12/17/2019 | 184104 | VICTORS ROOFING | 48.00 |
| 12/17/2019 | 184105 | W.J. O'NEIL COMPANY | 3,663.54 |
| 12/17/2019 | 184106 | WASHTENAW COUNTY LEGAL NEWS | 155.00 |
| 12/17/2019 | 184107 | WASHTENAW COUNTY SHERIFF'S OFFICE | 126.00 |
| 12/17/2019 | 184108 | WASHTENAW COUNTY TREASURER# | 508,725.00 |

12/11/2019 10:59 AM
User: mharris
DB: Ypsilanti-Twp

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI Page: 2/2
CHECK NUMBERS 184031 - 184113

| Check Date | Check | Vendor Name | Amount |
|------------|--------|-------------------------------|-----------|
| 12/17/2019 | 184109 | YPSILANTI ACE HARDWARE | 47.55 |
| 12/17/2019 | 184110 | YPSILANTI COMMUNITY | 10,534.79 |
| 12/17/2019 | 184111 | YPSILANTI TOWNSHIP | 1,000.00 |
| 12/17/2019 | 184112 | YPSILANTI TOWNSHIP | 2,509.68 |
| 12/17/2019 | 184113 | YPSILANTI TOWNSHIP PETTY CASH | 53.75 |

AP TOTALS:

| | |
|----------------------------|-------------------|
| Total of 83 Checks: | 811,434.73 |
| Less 0 Void Checks: | 0.00 |
| Total of 83 Disbursements: | <u>811,434.73</u> |

| Check Date | Check | Vendor Name | Description | Amount |
|-------------------------------------|-------|---------------|--|-----------------|
| Bank CARDS COMERICA COMMERCIAL CARD | | | | |
| 12/17/2019 | 51(E) | COMERICA BANK | REPLACEMENT TIRES (4) B.F. GOODRICH ALL | 1,112.00 |
| | | | REFRESHMENTS FOR MOTHER SON DANCE | 9.49 |
| | | | PASSPORT POSTAGE WEEK OF 10-14-19 | 69.60 |
| | | | PASSPORT POSTAGE WEEK OF 10--21-19 | 22.05 |
| | | | PASSPORT POSTAGE WEEK OF 10--28-19 | 164.25 |
| | | | PASSPORT POSTAGE WEEK OF 11-4-19 | 146.10 |
| | | | PASSPORT POSTAGE WEEK OF 11-11-19 | 32.85 |
| | | | PASSPORT POSTAGE WEEK OF 11-18-19 | 87.75 |
| | | | PASSPORT POSTAGE WEEK OF NOV. 25, 2019 | 51.00 |
| | | | PASSPORT POSTAGE WEEK OF 12-2-19 | 7.35 |
| | | | YOUTH DANCE COMPETITION COSTUMES | 1,187.13 |
| | | | SECOND ORDER OF DANCE COSTUMES-PEOPLE WH | 250.26 |
| | | | SMAFC MEMBERSHIP MEETING DEC. 2019 | 40.00 |
| | | | GUIDE TO COLD WEATHER CONCRETING | 152.64 |
| | | | CAMERA AT 9226 WHITE WING | 472.70 |
| | | | BLIND REPAIR - SERVICE CALL | 99.00 |
| | | | ACCESS CARD KEY FOR CIVIC CENTER | 24.99 |
| | | | POSTING OF THE PLANNING DIRECTOR POSITIO | 490.72 |
| | | | HR WEBINAR | 145.00 |
| | | | | <u>4,564.88</u> |

CARDS TOTALS:

| | |
|---------------------------|-----------------|
| Total of 1 Checks: | 4,564.88 |
| Less 0 Void Checks: | 0.00 |
| Total of 1 Disbursements: | <u>4,564.88</u> |

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



**MONTHLY TREASURER'S REPORT
NOVEMBER 1, 2019 THROUGH NOVEMBER 30, 2019**

| <u>Account Name</u> | <u>Beginning Balance</u> | <u>Cash Receipts</u> | <u>Cash Disbursements</u> | <u>Ending Balance</u> |
|--|-----------------------------|----------------------------|----------------------------|-----------------------------|
| 101 - General Fund | 5,458,282.46 | 1,998,066.99 | 2,879,361.51 | 4,576,987.94 |
| 101 - Payroll | 344,067.18 | 947,491.23 | 891,560.97 | 399,997.44 |
| 101 - Willow Run Escrow | 144,762.54 | 118.98 | 0.00 | 144,881.52 |
| 206 - Fire Department | 979,357.84 | 3,997.83 | 400,544.65 | 582,811.02 |
| 208 - Parks Fund | 28,654.36 | 35.49 | 205.50 | 28,484.35 |
| 212 - Roads/Bike Path/Rec/General Fund | 490,767.67 | 53,816.07 | 197,555.63 | 347,028.11 |
| 226 - Environmental Services | 1,908,114.86 | 1,800.09 | 224,575.77 | 1,685,339.18 |
| 230 - Recreation | 165,900.59 | 14,440.08 | 50,428.06 | 129,912.61 |
| 236 - 14-B District Court | 181,609.76 | 122,526.29 | 153,011.98 | 151,124.07 |
| 244 - Economic Development | 70,036.58 | 87.16 | 0.00 | 70,123.74 |
| 248 - Rental Inspections | 198,413.73 | 34,862.27 | 25,634.64 | 207,641.36 |
| 249 - Building Department Fund | 1,476,975.46 | 37,960.85 | 76,630.39 | 1,438,305.92 |
| 250 - LDFA Tax | 27,330.15 | 34.02 | 0.00 | 27,364.17 |
| 252 - Hydro Station Fund | 545,950.78 | 32,735.72 | 37,256.35 | 541,430.15 |
| 266 - Law Enforcement Fund | 4,685,411.34 | 5,351.54 | 1,115,888.06 | 3,574,874.82 |
| 398 - LDFA 2006 Bonds | 219,910.63 | 273.62 | 0.00 | 220,184.25 |
| 584 - Green Oaks Golf Course | 207,360.98 | 4,880.18 | 46,380.32 | 165,860.84 |
| 590 - Compost Site | 938,176.37 | 24,213.06 | 40,056.17 | 922,333.26 |
| 595 - Motor Pool | 227,476.56 | 343.96 | 7,984.83 | 219,835.69 |
| 701 - General Tax Collection | 28,871.66 | 13,760.18 | 0.00 | 42,631.84 |
| 703 - Current Tax Collections | 2,362,963.73 | 163,800.99 | 178.01 | 2,526,586.71 |
| 707 - Bonds & Escrow/GreenTop | 1,000,634.29 | 54,879.10 | 38,211.71 | 1,017,301.68 |
| 708 - Fire Withholding Bonds | 89,413.62 | 12,555.55 | 50,024.00 | 51,945.17 |
| 893 - Nuisance Abatement Fund | 82,728.83 | 5,002.15 | 2,380.56 | 85,350.42 |
| GRAND TOTAL | <u>21,863,171.96</u> | <u>3,533,033.40</u> | <u>6,237,869.11</u> | <u>19,158,336.25</u> |

ATTORNEY REPORT

GENERAL LEGAL UPDATE

NEW BUSINESS

Charter Township of Ypsilanti

RESOLUTION 2019-59

Approval of Second Amendment to Development Agreement and Site Plan for 770 James L. Hart Parkway

Whereas, at its regularly scheduled meeting held **November 12, 2019**, the **Charter Township of Ypsilanti (Township) Planning Commission (Commission)** recommended to the Township Board of Trustees the request of **BankSupplies Holdings, LLC** to amend the **PD Stage II Final Site Plan** dated **April 11, 1998** and to amend the executed **Development Agreement** dated **June 16, 1998, as amended on December 7, 2011**, to permit the establishment of an office, warehouse distribution center to be located at 770 James L. Hart Parkway, Parcel K11-17-361-024, with the following conditions:

- The applicant shall submit a Development Agreement acceptable to the Township Board of Trustees and the Township Attorney.
- The use of the Property shall be limited to office and warehouse distribution use, and all accessory uses thereto.
- The applicant shall agree to replace all necessary landscaping per the originally approved site plan, as set forth in the Second Amendment and any Exhibits thereto.
- Within sixty (60) days of the approval of this resolution BankSupplies shall provide written proof of its ownership of the property to the Township legal department.

Whereas, the property in question is currently zoned PD Planned Development with the underlying zoning being B-3 General Commercial; and

Whereas, the change of use proposed is a “**major change**” in accordance with Section 19-22(3) of the Township Zoning Code resubmittal of a new site plan to the Planning Commission and Township Board is required; and

Whereas, the Township Board of Trustees is in agreement with the proposed changes to the use of the affected property and agrees that approval of the current site plan is in the best interest of the Township; and

Whereas, upon approval of the Development Agreement dated **June 16, 1998, as amended on December 7, 2011**, a second amendment to the Development Agreement is required before a Certificate of Occupancy may be issued.

Now Therefore,

Be it resolved, the Charter Township of Ypsilanti Board of Trustees adopts the recommendation of the Township's Planning Commission of November 12, 2019 and hereby approves: (1) the Second Amendment to the **Development Agreement** dated **June 16, 1998 and December 7, 2011**; and (2) the Site Plan submitted by BankSupplies Holdings, LLC amending the use of the property to office and warehouse distribution, thereby permitting the establishment of an office and warehouse distribution center to be located at 770 James L. Hart Parkway, Parcel K11-17-361-024, subject to the following further conditions:

- The applicant shall agree to replace all necessary landscaping per Burning Bush's approved Landscape Plan, and consistent with the attached and incorporated *Exhibit A*, which is a narrative of the required work.
- Bank Supplies must provide proof of ownership prior to the submittal of any building permits.
- In the event that BankSupplies is not the owner of the Property within sixty (60) days after this Resolution, it shall be null and void.
- All other uses not specifically mentioned herein are excluded.

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Karen Lovejoy Roe, Clerk

From: Charlotte Wilson, Planning and Development Coordinator
Megan Masson-Minock, Planning Consultant

Re: **Request of the Bank Supplies to amend the PD Stage II Final Site Plan dated November 14, 2011 and to amend the executed Development Agreement dated December 7, 2011 to permit the establishment of an office and warehouse distribution use to be located at 770 James L. Hart Parkway, parcel K-11-17-361-005.**

Copy: McLain & Winters, Township Attorneys

Date: December 9, 2019

Background

Please be advised that on the evening of November 12, 2019, the Planning Commission considered the recommendation of the request of approval by Bank Supplies to amend the PD Stage II Final Site Plan dated November 14, 2011 and to amend the executed Development Agreement dated December 7, 2011 to permit the establishment of an office and warehouse distribution use to be located at 770 James L. Hart Parkway, parcel K-11-17-361-005 to the Township Board of Trustees. The Planning Commission recorded the following:

A motion was made by Commissioner Eldridge, supported by Commissioner Peterson to recommend approval to the Board of Trustees the request of the Bank Supplies to amend the PD Stage II Final Site Plan dated November 14, 2011 and to amend the executed Development Agreement dated December 7, 2011 to permit the establishment of an office and warehouse distribution use to be located at 770 James L. Hart Parkway, Parcel K-11-17-361-005 with the following conditions:

- 1. That the applicant submit a Development Agreement acceptable to the Township Board of Trustees and the Township Attorney.***
- 2. The use of the property shall be limited to office and warehouse distribution use.***
- 3. The applicant shall agree to replace all necessary landscaping per the originally approved site plan.***
- 4. Proof of the property transfer from Burning Bush to Bank Supplies is supplied to the Township legal department.***

The motion carried as follows:

Iacoangeli: Yes Peterson: Yes Sinkule: Yes Eldridge: Yes

The minutes from the November 12, 2019 Planning Commission are attached.

CHARTER TOWNSHIP OF YPSILANTI

Bank Supplies has submitted an application to the Office of Community Standards requesting the consideration of the Board of Trustees to amend the existing PD Stage II Site Plan and associated Development Agreement in order to permit the establishment of an office and warehouse/distribution facility to be located within the existing 26,000 square foot building at 770 James L. Hart Parkway. The aforementioned parcel was formally utilized as the University Chevrolet, later the Carnahan Chevrolet dealership, and most recently the Burning Bush Church of God. The previous change of use from an automobile dealership to the Burning Bush Church required an amendment to the PD.

Bank Supplies is a wholesaler and distributor of banking supplies, specifically to financial institutions and casinos. Bank Supplies desires to use the existing 26,000 square foot building as their headquarters and offices, and a warehouse and distribution center. They have 30 employees now and expect to grow in the near future.

There are two parcels that were used by Burning Bush, 770 and 660 James L. Hart Parkway. Only 770 James L. Hart Parkway is part of the original PD, and thus a PD amendment is only required for that parcel. 660 James L. Hart Parkway permits the use applied.

The Comprehensive Plan designates this site for TC, Town Center. The site is currently zoned PD, Planned Development with a B-3 underlying zoning designation. The site was previously utilized as an automobile dealership and repair shop, and a church.

The site was originally approved in 2008 as a Planned Development (PD) to permit the development of University Chevrolet. The PD also included a Development Agreement that specifically stated the use of the site as an automobile dealership. In 2011, the approved PD Stage II was amended to remove automobile dealership as the sole use and replace with a "Worship Facilities" as the sole use. In addition, the Development Agreement was also amended to reflect this change.

Staff has reviewed the pertinent ordinances and related files relating to the proposed amendment to the PD Stage II approval and associated Development Agreement. Please find below a summary review of the submitted application and proposed use:

On April 9, 1998, the Township Board of Trustees approved the PD Stage II final site plan with conditions, one condition being that the developer shall enter into a development agreement. Subsequently, the required Development Agreement was executed on June 16, 1998. The executed development agreement restricted the use to an automobile dealership. Section 1.5 goes on to state that the development agreement, including the use restriction may be amended should both signing parties agree.

On July 19, 2011, the Township Board of Trustees approved the amended PD Stage II final site plan for the Burning Bush Church of God, which authorized the First Amendment to the Original Planned Development Agreement. The First Amendment of the Original Planned Development Agreement was amended to change the use to a Place of Worship.

CHARTER TOWNSHIP OF YPSILANTI

The plans as proposed will not amend the approved site plan with the exception landscape improvements. The interior of the building is proposed to have modifications in order to convert the building into office and warehouse/distribution use. From a parking and layout perspective, the site can accommodate the change in use without site plan modifications. The applicant has agreed to install and/or restore the landscaping to what is shown in the original approved Landscape Plan.

Analysis

Staff recommends approval of the amended PD Stage II Final Site Plan with the conditions in the attached Resolution 2019-59 from the Township Attorney's office.

We respectfully request that you place this information packet on the **December 17, 2019** Board of Trustees meeting agenda for its consideration. Please contact us with questions or concerns.

Attachments:

Resolution 2019-59

Second Amendment to Planned Development Agreement with Exhibits

Property Owner Permission

Staff Report to Planning Commission on proposed amendment dated October 21, 2019

Approved minutes for November 12, 2019 Planning Commission meeting

**SECOND AMENDMENT TO PLANNED DEVELOPMENT AGREEMENT
PREVIOUSLY ENTERED INTO BETWEEN ARGONAUT HOLDING INC., A
DELAWARE CORPORATION, WHOSE ADDRESS WAS 485 MILWAUKEE
AVE., DETROIT, MICHIGAN 48202, AND THE CHARTER TOWNSHIP OF
YPSILANTI, A MICHIGAN MUNICIPAL CORPORATION, WHOSE ADDRESS
IS 7200 S. HURON RIVER DR., YPSILANTI, MICHIGAN 48197**

THIS SECOND AMENDMENT TO THE UNIVERSITY CHEVROLET PLANNED DEVELOPMENT AGREEMENT ("Amendment") is made and entered as of the date of the last signature shown on the signature page hereof, by and between BANKSUPPLIES HOLDINGS, LLC, a Michigan limited liability company ("Bank Supplies"), whose address is 43430 N. I-94 Service Drive, Belleville, Michigan 48111, and the CHARTER TOWNSHIP OF YPSILANTI, a Michigan Municipal Corporation, whose address is 7200 South Huron River Drive, Ypsilanti, Michigan 48197-7099 (the "Township").

RECITALS:

WHEREAS, on June 16, 1998 a Planned Development Agreement was entered into between Argonaut Holding Inc. ("Argonaut") and the Charter Township of Ypsilanti which was recorded with the Washtenaw County Register of Deeds on July 21, 1998 which allowed the development of an automobile dealership which Agreement was recorded with the Washtenaw County Register of Deeds, a copy of the June 16, 1998 Planned Development Agreement being attached hereto and incorporated by reference and labeled Exhibit A to this Amendment; and

WHEREAS, Section 3.5 of the June 16, 1998 Development Agreement stated that said "**...Agreement shall be binding on, and shall inure to the benefit of the parties and their respective successor, heirs and assigns**"; and

WHEREAS, on June 24, 2011, Carnahan Chevrolet, a Delaware Corporation, conveyed via a Special Warranty Deed the property located at 770 James L. Hart Parkway, Ypsilanti, MI 48197 (the "Property"), to Burning Bush International Corporation ("Burning Bush"), a Michigan Domestic Nonprofit Corporation, which was recorded with the Washtenaw County Register of Deeds on June 29, 2011, at Liber 4854, Page 167, a copy of the Special Warranty Deed is attached hereto and incorporated by reference and labeled as Exhibit B; and

WHEREAS, on December 7, 2011 an amended Planned Development Agreement was entered into between Burning Bush and the Charter Township of Ypsilanti which allowed for the establishment of a worship facility along with an additional 1900 square foot nonresidential addition to said worship facility thereto, a copy of the December 7, 2011 First Amended Planned Development Agreement being attached hereto and incorporated by reference and labeled Exhibit C to this Amendment; and

WHEREAS, within sixty (60) days of the execution of this Amendment Burning Bush shall execute a Warranty Deed conveying the Property to Bank Supplies, which will be promptly recorded with the Washtenaw County Register of Deeds.

WHEREAS, upon the execution of the Warranty Deed described above, Bank Supplies will become the owner of the Property legally described on Exhibit B attached hereto; and

WHEREAS, Bank Supplies and the Township wish to provide for the amendment of the Original Planned Development Agreement dated June 16, 1998, as amended on December 7, 2011, in accordance with the terms of this Amendment; and

WHEREAS, Bank Supplies desires to utilize the structures located on Exhibit D for the establishment of an office and warehousing facility (hereinafter referred to as Bank Supplies facility) and the parties hereto wish to amend the Original Planned Development Agreement, as amended on December 7, 2011, to provide for the establishment of the Bank Supplies facility; and

WHEREAS, on December 17, 2019 the Charter Township Board of Trustees approved Resolution 2019-59 which, *inter alia*, authorized the Second Amendment to the Original Planned Development Agreement.

AGREEMENT:

NOW THEREFORE in consideration of the mutual covenants and benefits set forth herein, the sufficiency and adequacy of which are hereby mutually acknowledged and accepted, and with the intent to be legally bound hereby, the parties hereto hereby agree to amend the Original Planned Development Agreement, as amended on December 7, 2011, as follows:

1. Changes to Section 2.1. Section 2.1 shall be revised to delete the reference that the only permitted principal uses within the Nonresidential Site shall be an for the establishment of a worship facility along with an additional 1900 square foot nonresidential addition to said worship facility thereto and shall be replaced with the language that the only permitted principal uses within the Nonresidential Site shall be an office and warehousing facility, customary accessory buildings and all accessory uses thereto.

2. Amendment to Sections 2.2, 2.5, 2.6 Regarding Final Site Plan. The First Amendment to Planned Development Agreement, consisting of the Revised Final Site Plan submitted by Burning Bush, shall be the Final Site Plan, subject to the intended uses described in this Amendment and incorporated by reference and labeled as Exhibit D.

3. Landscaping Plan. The existing Landscaping Plan as required in the Original Planned Development Agreement, as amended on December 7, 2011, shall be installed by Bank Supplies, as set forth in the attached narrative dated December 4, 2019, a copy of which is attached hereto and incorporated by reference and labeled Exhibit E.

4. Existing Sign. Bank Supplies will be the owner of both the Property which is subject to the Development Agreement, and the adjoining property, commonly known as 660 James L. Hart Parkway, Ypsilanti, MI 48197, which is not subject to Development Agreement ("Adjacent Property"). There is an Accessory Sign located on the Adjacent Property which was used by Burning Bush as an Accessory Sign ("Sign"). This Sign shall remain an Accessory Sign for the Property, and for such other uses only as approved by all applicable authorities, laws, ordinances and regulations, provided that the Property and the Adjacent Property remain under common ownership. In the event that the Adjacent Property and Property are no longer commonly owned the Sign will become an Accessory Sign for the sole use of the Adjacent Property, and for such other uses only as approved by all applicable authorities, laws, ordinances and regulations.

5. Excluded Uses. Since the only permitted principal uses within the Nonresidential Site shall be for the establishment of an office and warehousing facility and customary accessory buildings and uses, Bank Supplies hereby agrees to exclude any and all other uses of the property.

6. Notice Provisions. The Original Planned Development Agreement, , as amended on December 7, 2011, shall be amended to provide that any notice, demand, request, consent, approval, designation, or other communication made pursuant to this Amendment (a "Notice"), shall be in writing and shall be given or made or communicated by personal delivery by United States registered or certified mail, return receipt requested, or by prepaid overnight delivery service of national reputation, providing for delivery against receipt, prepaid and addressed, or by facsimile and to be addressed as follows:

If to Owners: Ross Gordon
 BankSupplies Holdings, LLC
 43436 N I-94 Service Drive
 Belleville, Michigan 48111

With a copy to: Marjorie Dixon, Esq.
 Conlin, McKenney & Philbrick, P.C.
 350 S. Main Street, Suite 400
 Ann Arbor, Michigan 48104

If to Township: Karen Lovejoy Roe, Clerk
 Charter Township of Ypsilanti
 7200 South Huron River Drive
 Ypsilanti, Michigan 48197

With a copy to: William Douglas Winters, Esq.
 McLain & Winters
 61 North Huron Street
 Ypsilanti, Michigan 48197

7. Approval by the Parties. This Amendment has been approved by the Owners and the Township through action of the Owners' Board and the Township Board at duly scheduled meetings as evidenced by the Owner's Corporate Body Resolution dated _____ and Township Board's Corporate Body Resolutions dated December 17, 2019.

8. Execution in Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which shall

constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart.

9. Recordation of Amendment. The Township shall record this Amendment with the Washtenaw County Register of Deeds.

10. Miscellaneous. Except as specifically amended herein, all the terms and provisions of the Original Planned Development Agreement are hereby ratified and affirmed to be in full force and effect as of the date hereof. To the extent of any conflict between the Original Planned Development Agreement, and this Amendment, the terms and provisions of this Amendment shall govern and control and any conflicting terms and provisions of the Original Planned Development Agreement, shall be deemed amended to the extent necessary not to conflict with the provisions hereof. Capitalized terms used herein shall have the same meaning as used in the Original Planned Development Agreement.

IN WITNESS WHEREOF, this Amendment shall be deemed entered into and effective on the last date shown below.

OWNER:

BankSupplies Holdings, LLC
a Michigan limited liability company,

By: _____

Its: _____

Date: _____, 2019

STATE OF MICHIGAN)
)ss.
COUNTY OF)

The foregoing Second Amendment to Planned Development Agreement was acknowledged before me this _____ day of _____, 2019, by _____, the _____ of BankSupplies Holdings, LLC, on behalf of said company.

Notary Public
_____ County, MI
Acting in _____ County, MI
Commission Expires: _____

TOWNSHIP:

CHARTER TOWNSHIP OF YPSILANTI,
a Michigan Municipal Corporation

By: _____

Its: Brenda L. Stumbo, Supervisor

Date: _____, 2019

By: _____

Its: Karen Lovejoy Roe, Clerk

Date: _____, 2019

STATE OF MICHIGAN)
)ss.
COUNTY OF)

The foregoing Second Amendment to Planned Development Agreement was acknowledged before me this _____ day of _____, 2019, by Brenda L. Stumbo and Karen Lovejoy Roe, the Supervisor and Clerk, respectively, of the Charter Township of Ypsilanti, a Michigan municipal corporation, on behalf of said municipal corporation.

Notary Public

_____ County, MI

Acting in _____ County, MI

Commission Expires: _____

EXHIBIT LIST

- Exhibit A Planned Development Agreement Dated June 16, 1998
- Exhibit B Special Warranty Deed with Legal Description
- Exhibit C First Amendment Planned Development Agreement Dated
December 7, 2011
- Exhibit D Second Amendment Revised Final Site Plan
- Exhibit E Narrative and Existing Landscape Plan

Exhibit A

FILE RECORDED
DATE 6/11/98
PEGGY M. HAINES
MICHIGAN COUNTY CLERK

3715 110207

RECORDED
*ASHTENAW COUNTY, MI

COUNTY CLERK ASHTENAW

PLANNED DEVELOPMENT AGREEMENT
University Chevrolet

65RF 7.00
2333 0573003 2996 710741 710741
NICO
2333 0573003 2996 710741 710741

This Development Agreement ("*Agreement*") is entered into as of the 16th day of June, 1998, by and between Argonaut Holding, Inc., a Delaware Corporation, whose address is 485 Milwaukee Avenue, Detroit, Michigan 48202 ("*Developer*") and the Charter Township of Ypsilanti, a Michigan Municipal Corporation, whose address is 7200 S. Huron River Drive, Ypsilanti, Michigan 48197-7099 (the "*Township*").

RECITALS

A. *WHEREAS, Developer* desires to develop certain real property consisting of approximately 6.38 acres (lot 4, Huron Center Commercial & Industrial Park) located on the north side of James L. Hart Parkway, west of Huron/Whittaker Street, which real property is described on Exhibit A attached hereto and made a part hereof (the "*Property*"), as a non-residential planned development district consisting of an automobile dealership to be known as University Chevrolet (the Nonresidential Site) and;

B. *WHEREAS, Developer* desires to develop the Nonresidential Site pursuant to Article XIX of the Township's Zoning Ordinance as a PD Planned Development District and;

C. *WHEREAS, Developer* desires to build all necessary infrastructure such as but not limited to water mains, sanitary sewers, storm sewers, drainage facilities, roads, sidewalks, curbs & gutters, without the necessity of special assessments by the Township, and

D. *WHEREAS, Developer* desires to install lot grading and soil erosion and sedimentation control improvements as set forth on the Construction Plans and to provide drainage for storm water from the project site so that storm water will not flow from the nonresidential site onto any adjacent property outside the project site or from one lot to another within the industrial park in such amounts as to cause damage to such adjacent property, as set forth under the Soil Erosion Control Ordinance #102 and;

E. *WHEREAS*, On January 5, 1998, the Township's Planning Commission reviewed Developer's application for a planned development district and Preliminary Site Plan (stage I site plan) for the Nonresidential Site, after which said Planning Commission's recommendations were presented to the Township Board and;

F. *WHEREAS*, on January 20, 1998, the Township Board reviewed and approved Developer's application for a planned development district and the Preliminary Site Plan (stage I site plan) for the Nonresidential Site and;

G. **WHEREAS**, on April 7, 1998, the *Township* Board reviewed and approved *Developer's* Final Site Plan (stage II site plan) for the Nonresidential Site, and on that date, the *Township* Board rezoned the *Property* to the PD Planned Development Zoning District and;

H. **WHEREAS**, the approved Final Site Plan (stage II site plan) for the Nonresidential Site is consistent with the purposes and objectives of the *Township's* PD Planned Development District, and is otherwise consistent with the *Township's* Zoning Ordinance pertaining to the use and development of the *Property* and;

I. **WHEREAS**, Section 1905 of the *Township's* Zoning Ordinance requires the execution of a Planned Development *Agreement* in connection with the approval of the PD Planned Development District and the Nonresidential Site Plan (stage II site plan) for the Nonresidential Site, which *Agreement* shall be binding upon the *Township*, the *Developer* and the Owner/s of the *Property*, their successors, heirs and assigns.

NOW, THEREFORE, in consideration of the mutual covenants of the parties described in this *Agreement*, and with the express understanding that this *Agreement* contains important and essential terms which are incorporated by reference as part of the final approval of the *Developer's* Nonresidential Site Plan (stage II site plan), the parties agree as follows:

ARTICLE I

GENERAL TERMS

1.1 *Developer* and the *Township* acknowledge and represent that the foregoing recitals are true, accurate and binding on the respective parties, their successors, heirs and assigns.

1.2 The *Township* acknowledges and represents that the *Property* has been rezoned PD Planned Development District for the development of the Nonresidential Site, and for purposes of recordation shall be referred to as Planned Development No. 4

1.3 The Final Site Plan (stage II site plan) for the Nonresidential Site, which is attached hereto as Exhibit B and incorporated herein by reference (the "Final Site Plan"), has been approved in accordance with the authority granted to and vested in the *Township* pursuant to Act. No. 184, Public Acts of 1943, as amended, the *Township* Rural Zoning Act; Act No. 285, Public Acts of 1931, as amended, and Act No. 168, Public Acts of 1945, as amended, relating to municipal planning and in accordance with Ordinance No. 74, the Zoning Ordinance of Ypsilanti *Township*, enacted 1994, as amended.

1.4 *Developer* and the *Township* acknowledge that the approved Final Site Plan for the Nonresidential Site incorporates the conditions and requirements pertaining to the Final Site Plan that were adopted by the *Township* Board, based upon the recommendations of the *Township* consultants, *Township* administrative staff, and the *Township* Planning Commission.

1.5 The terms, provisions and conditions of this *Agreement* shall be deemed to be of benefit to the *Property* described on Exhibit A and shall be incorporated by the appropriate executed instruments into the title of said *Property* and shall be deemed a restrictive covenant which shall run with the land and shall not be modified unless otherwise agreed to in writing by the *Township*, the *Developer* and/or owner/s of the *Property* and/or their successors, heirs and assigns.

ARTICLE II

**PROVISIONS REGARDING DEVELOPMENT OF THE
NONRESIDENTIAL SITE**

The Township and Developer hereby agree as follows:

2.1 The only permitted principal uses within the Nonresidential Site shall be an automobile dealership, customary accessory buildings and uses thereto.

2.2 Prior to the issuance of building permits the *Developer* shall prepare and submit to the *Township* seven (7) copies of the "*detailed plans and specifications*" prepared by a Registered Professional Engineer for the construction and/or installation of a driveway approach, on-site paving, sidewalks, water mains, sanitary sewers, storm sewers, detention systems and mass grading, with the understanding that no work on said improvement shall commence until said plans and specifications have been approved by the *Township* Engineer, which approval may be given in phases. *Developer* shall provide all other information to the *Township*, its engineers and consultants as shall be required and/or requested.

2.3 *Developer* shall prepare the appropriate calculations for the runoff and detention and shall submit an itemized tabulation of piping and costs of construction.

2.4 *Developer* shall provide a maximum of 1' to 5' slope of the detention pond, to serve the health, safety and welfare of the public. No part of the detention area shall be allowed to remain in an unkempt condition. All grass and growth shall be maintained and cut in accordance with *Township* ordinances. The inlet and outlets shall be kept functioning.

In the event *Developer* and/or the Owner/s of the *Property* at any time fail to maintain or preserve the detention basin areas, the inlet and outlet areas, etc., in accordance with this *Agreement*, the *Township* may serve written notice upon the *Developer* and/or the Owner/s of the *Property*, setting forth the deficiencies in which *Developer* and/or the Owner/s of the *Property* have failed to maintain and/or preserve the detention basin areas, inlet and outlet areas, etc., in accordance with this *Agreement*. Said 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 thereto, are not cured within such thirty (30) day period or any extension thereof, the *Township* in order to prevent the detention basin areas, inlet and outlet areas, etc. from becoming a nuisance, may enter upon the detention basin areas, inlet and outlet areas, etc., 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 constitute a lien on said *Property* and placed on the next *Township* roll as a special assessment and collected in the same manner as general *Property* taxes.

2.5 The parties acknowledge that the Final Site Plan identifies the width and size of the lot, the approved setbacks therein, and the proposed location of the building area within the lot. No exterior wall of a principal building shall be erected or placed other than within the approved confines of the building area. The parties acknowledge and agree that the approved building areas were selected *inter alia* to accomplish the preservation of the *Property's* natural resources and topographic features, including, but not limited to, existing trees. In the event of a conflict between this *Agreement* and the Nonresidential Site Plan attached hereto and any other *Township* ordinance, rule or regulation as it pertains to the width and size of the lot, setbacks within or the location of the building area, this *Agreement*, with the attachments identified herein, shall control.

2.6 The Final Site Plan reviewed and approved by the *Township* pursuant to Article XIX of the Ypsilanti *Township* Zoning Ordinance for the development of said *Property* shall be governed by the *Township* ordinances as they exist on the date of the signing of this *Agreement* and shall not be affected by any subsequent enactments or amendments to *Township* ordinances, rules and regulations as it pertains to the development of the *Property* in accordance with the approved final site plan.

2.7 The *Developer* shall secure a right-of-way construction permit for the installation of a driveway approach and utility leads and extensions from all required governmental agencies as it pertains to and affects the James L. Hart Parkway.

2.8 The Nonresidential Site shall be developed with public sanitary sewers as approved by the Ypsilanti Community Utilities Authority and the Michigan Department of Environmental Quality, subject to all applicable laws and regulations. The Nonresidential Site shall also be developed with public water mains as approved by the Ypsilanti Community Utilities Authority and the Michigan Department of Public Health, subject to all applicable laws and regulations. All standard connections, inspections, costs and fees imposed by the *Township*, including, but not limited to, engineering inspections, shall be paid by the *Developer* and/or Owner of the *Property*.

2.9 *Developer* shall dedicate all necessary easements to the Charter *Township* of Ypsilanti for the construction and maintenance of public improvements, including, but not limited to, sanitary sewer, storm sewer and water main improvements.

2.10 The *Developer* and/or Owner shall take all reasonable measures requested by the *Township* to resolve any dust created by trucks traveling to and from the construction site which measures shall include installing brine on the roads when requested by the *Township*, as well as deploying a water truck on site when dust conditions create a nuisance during the site development stage of construction, the expense of which shall be borne exclusively by the *Developer*. The *Developer* furthermore agrees to direct all truck traffic onto paved roads whenever possible.

2.11 *Developer* shall furnish to the *Township* a performance bond, cash or irrevocable Bank Letter of Credit, suitable to the *Township* attorney, in the amount of \$380,500 which has been determined by the *Township* Engineer, to pay for underground improvements including, but not limited to, water mains, sanitary sewers, Washtenaw County Drain Commission storm sewers, sidewalks, footpaths, street lights, retention ponds and any other site improvements required by the *Township*.

2.12 (A) *Developer* shall furnish a "project engineer's certificate", indicating that the water, sanitary sewer, storm sewer, and the storm water detention/retention facilities have been constructed in accordance with the *Township* "Engineering Design Specifications for Site Improvements", adopted by YCUA and the *Township*.

(B) *Developer* shall furnish "as built" engineering plans (3 copies, microfilmed), reviewed and approved by the *Township*'s Engineer, showing all site improvements installed per *Township* specifications. All inspections for water and sewer (sanitary and storm) installations are to be performed by *Township* and YCUA engineering inspectors, with applicable fees. (See Section 2.9).

(C) *Developer* shall furnish a "project engineer's certificate", indicating that all soil erosion and sedimentation measures have been complied with, according to local Ordinance #102 and part 91 of Act 451 of the Public Acts of 1994.

2.13 *Developer* shall provide for the installation of all improvements pursuant to this *Agreement* and in accordance with the approved plans prior to the issuance of a Certificate of Occupancy. If all of the improvements are not completed by the time the Certificate of Occupancy is requested, the Community Development Coordinator, or his designee, may accept cash or an irrevocable Letter of Credit from the *Developer* for the remaining unfinished improvements, if it is determined that public health and safety standards have been met. The *Developer* shall repair all defects in said public improvements to the *Township* Engineer's satisfaction, which develop within one (1) year from the date of acceptance thereof by the *Township*.

2.14 *Developer* shall install all electric, telephone and other communication systems underground in accordance with the requirements of the applicable utility company.

2.15 *Developer* shall deposit, prior to issuance of a building permit, \$34,692.33 in a landscape tree planting escrow account with the *Township* in the form of a check payable to the Charter *Township* of Ypsilanti which shall then be remitted to the *Township* Treasurer. *Developer* agrees that all trees planted shall be in accordance with acceptable horticultural practices and in accordance with all *Township* standards and specifications. The trees shall be planted in accordance with the approved landscape plan and in accordance with the final site plan. All trees planted by the proprietor shall be guaranteed for one (1) year after planting. Said escrow monies shall be returned to the *Developer/owner* of the *Property*, less 10% to cover inspection costs by the *Township*, one (1) year after the date of acceptance by the *Township*.

2.16 *Developer* shall pay to YCUA an inspection deposit for the engineering inspections of all underground installations and paving, in an amount to be determined by the *Township* Engineer, at least 48 hours prior to the start of underground construction.

2.17 *Developer* shall place all mechanical systems including, but not limited to, make up air, heating, air conditioning, etc., on the roofs of all principal and accessory buildings in such a manner so they are visually screened from James L. Hart Parkway, Huron Street, and I-94.

2.18 *Developer* shall provide fire water lines and hydrants on site and have them fully operational before combustible materials are assembled on site.

2.19 *Developer* shall install vertical signs on the designated fire lane in the rear of said site which shall state "No Parking - Fire Lane", and install vertical signs stating "No Parking - Fire Lane" at a maximum spacing of 150' from the drop off area and the service drive.

2.20 *Developer* shall remove all discarded building materials and rubbish from the Nonresidential Site at least once each month during construction of the site improvements and within one month after completion or abandonment of construction. No burning of discarded construction material shall be allowed on site.

2.21 *Developer* shall install adequate lighting in all parking lots on said site, which installation shall be in accordance with the approved final site plan. Furthermore, said *Developer* and owner/s of said *Property*, their successors, heirs and assigns, hereby agree to participate and be included in a special assessment district for the purpose of installing, improving, and maintaining a lighting system for lighting improvements to the Huron Street/Whittaker Road corridor. Said *Developer* and owner/s of the *Property*, their successors, heirs and assigns, agree that the cost of said lighting improvements shall be defrayed by a special assessment against the *Property* especially benefited by the lighting improvement. Said *Developer* and/or the owner/s of said *Property*, their successors, heirs and assigns, knowingly and voluntarily waive all rights to file an objection to the creation of a special assessment district for the purpose of installing, improving and maintaining a street lighting system on the Huron Street/Whittaker Road corridor whether said assessment district is created by a resolution of the Charter *Township* Board of Trustees or if submitted to the *Township* Board by more than 50% of the record owners of said land in the special assessment district pursuant to Act 188 of the Public Acts of 1954, as amended by Public Act 1974, No. 143, as amended.

It is further more agreed by the parties that the terms, provisions and conditions of Section 2.21 shall be incorporated by the appropriate executed instruments into the title of said *Property* and shall run with the *Property* and shall not be modified unless otherwise agreed to in writing by the *Township*, the *Developer* and owner/s of the *Property*, their successors, heirs and assigns.

2.22 *Developer* and/or owner/s of said *Property* shall install a five (5) foot sidewalk within the James L. Hart Parkway, commencing on the north side of the street from the Huron/Whittaker Road and terminating at the west end of *Developer's Property*. The *Developer* and/or owner/s of said *Property* agree that said sidewalk shall meet all requirements and specifications of *Township* ordinances, rules and regulations. Furthermore, said *Developer* and/or owner/s agree to be responsible for all maintenance and repairs to the portion of said sidewalk which fronts on lot #4 Huron Center Commercial and Industrial Park, which is described in more detail on Exhibit A attached hereto and made a part hereof.

2.23 *Developer* shall provide a computer disk containing the approved Final Site Plan in its entirety to the Community & Economic Development Department in a format acceptable to the *Township*.

ARTICLE III

MISCELLANEOUS PROVISIONS

3.1 This *Agreement* may not be modified, replaced, amended or terminated without the prior written consent of the parties to this *Agreement*. Until the rights and responsibilities under this *Agreement* are transferred to the Owner/s of the *Property*, the *Developer* and the *Township* shall be entitled to modify, replace, amend or terminate this *Agreement*, without requiring the consent of any other person or entity whatsoever, regardless of whether such person has any interest in the *Property*, including Owner/s of the *Property*, mortgagees, and others. Once the rights and responsibilities under this *Agreement* are transferred to the owner/s of the *Property*, the only parties entitled to modify, replace amend or terminate this *Agreement* shall be the owner/s of the *Property* and the *Township*.

3.2 This *Agreement* shall be governed by and be construed in accordance with the laws of the State of Michigan.

3.3 This *Agreement* has been approved by the *Developer* and the owner/s of the *Property* and *Township*, through action of the *Township* Board at a duly scheduled meeting.

3.4 This *Agreement* may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one *Agreement*. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

3.5 This *Agreement* shall be binding on, and shall inure to the benefit of the parties and their respective successors, heirs and assigns.

ARTICLE IV

The Charter Township of Ypsilanti hereby agrees:

4.1 The *Township* shall accept all easements for public utilities.

4.2 In consideration of the above undertakings to approve University Chevrolet, the *Township* shall provide timely and reasonable *Township* inspections as may be required during construction.

4.3 The *Township* will record this *Agreement* with the Washtenaw County Register of Deeds.

IN WITNESS WHEREOF, the parties have executed this Agreement as the year and date set forth above. This Agreement is not intended to create contractual right for third parties. It may be enforced, amended or rescinded only by the parties or their successors in interest. The obligation of the Developer contained herein shall be binding on successors and assigns in ownership the nonresidential site known as University Chevrolet, described in Exhibit A.

WITNESS:

"Developer"

Dennis LukasiK
Dennis LukasiK

Sharon Boon
Sharon Boon

Dennis LukasiK
Dennis LukasiK

Sharon Boon
Sharon Boon

Argonaut Holdings
485 Milwaukee Avenue
Detroit, MI 48202

By: J.J. Dues
Its: President J.J. Dues General Director
Worldwide Real Estate

"Owner/s"
J.J. Dues
J.J. Dues General Director
Worldwide Real Estate

ESSEX REALTY RECOMMENDED
WORLDWIDE REAL ESTATE
BY: J.J. Dues

"Township"

Charter Township of Ypsilanti
7200 South Huron River Dr.
Ypsilanti, Michigan 48197

Angela Robinson
Angela Robinson

Valerie Bilanski
VALERIE BILANSKI

Maria Thomas
Maria Thomas

Sally J. Van Slambrouck
SALLY J. VAN SLAMBROUCK

By: Karen Lovejoy Rop
Its: Supervisor Karen Lovejoy Rop

By: Brenda Stumbo
Its: Clerk Brenda Stumbo

STATE OF MICHIGAN
Wayne)ss
COUNTY OF WASHTENAW

The foregoing instrument was acknowledged before me this 24th day of
June June, 1998, by J.J. Dues, J.J. Dues, President, Argonaut Holdings, a
Michigan Corporation, on behalf of the corporation.

Meri Kelly Moustakas
Wayne Notary Public
Washtenaw County, Michigan
My Commission Expires: 6/27/98
6/27/98

MERI KELLY MOUSTAKAS
NOTARY PUBLIC - WAYNE COUNTY, MI
MY COMMISSION EXPIRES 06/27/98

STATE OF MICHIGAN
Wayne)ss
COUNTY OF WASHTENAW

The foregoing instrument was acknowledged before me this 24th day of
June June, 1998, by J.J. Dues, J.J. Dues, Owner/s.

Meri Kelly Moustakas
Wayne Notary Public
Washtenaw County, Michigan
My Commission Expires: 6/27/98
6/27/98

MERI KELLY MOUSTAKAS
NOTARY PUBLIC - WAYNE COUNTY, MI
MY COMMISSION EXPIRES 06/27/98

STATE OF MICHIGAN
)ss
COUNTY OF WASHTENAW

The foregoing instrument was acknowledged before me this 25 day of
June, 1998, Karen Lovejoy Roe, Supervisor, and Brenda Stumbo, Clerk, of the
Charter *Township* of Ypsilanti, a Michigan Municipal Corporation, on behalf of the
corporation.

Nancy K. Wyrbkowski
Notary Public
Washtenaw County, Michigan
My Commission Expires: 07/04/99

NANCY K. WYRYBKOWSKI
Notary Public, Washtenaw County, MI
My Commission Expires July 4, 1999

APPROVED AS TO SUBSTANCE:

William Douglas Winters
Attorney at Law
61 N. Huron Street
Ypsilanti, MI 48197

DRAFTED BY:

Community & Economic
Development Department
7200 S. Huron River Drive
Ypsilanti, MI 48197



When Recorded Return To:

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

EXHIBIT "A"
LEGAL DESCRIPTION
UNIVERSITY CHEVROLET

K-11-17-361-005

Situated in Ypsilanti Twp.

*LOT 4, HURON CENTER COMMERCIAL AND INDUSTRIAL PARK SUBDIVISION (6.38
ACRES).*

Exhibit B

L: 4954 P: 167 6020562 D
06/29/2011 11:25 AM Total Pages: 3
Lawrence Kastenbaum, Washtenaw Co



Receipt# 11-5495 6020562
06/29/2011 Washtenaw Co, Michigan
Real Estate Transfer Tax
Tax Stamp # 146754
County Tax: \$887.50 State Tax: \$4687.50



SPECIAL WARRANTY DEED
(Michigan)

TAX PARCEL ID: K-11-17-361-005
K-11-17-361-021
COUNTY: Washtenaw

Tax Mailing Address:
Burning Bush International, Incorporated
2069 Tyler Road
Ypsilanti, Michigan 48198
Attention: Don W. Shelby

Time Submitted for Recording
Date 6/29/2011 Time 11:05 AM
Lawrence Kastenbaum
Washtenaw County Clerk/Registrar

KNOW ALL PERSONS BY THESE PRESENTS, THAT:

CARNAHAN CHEVROLET, INC., a Delaware corporation, having a tax mailing address at 2142 Austin Drive, Troy, MI 48083 (hereinafter called "Grantor"), and **BURNING BUSH INTERNATIONAL, INCORPORATED**, a Michigan corporation, having a tax mailing address at 2069 Tyler Road, Ypsilanti, MI 48198 (hereinafter called "Grantee"), for and in consideration of, the sum of Six Hundred Twenty Five Thousand and No/100 Dollars (\$625,000.00), received to its full satisfaction, do hereby grant, sell and convey unto Grantee, in fee simple, any and all right, title and interest, if any, Grantor may possess in and to the following described real estate located in the above-referenced County, and State of Michigan, and being more particularly described to-wit (the "Property");

SEE ATTACHED "EXHIBIT A" incorporated herein.

together with all improvements located thereon and all rights and appurtenances thereto in any wise belonging to Grantor, subject, however, to property taxes for the year 2011 and all exceptions to title (the "Permitted Encumbrances") which affect the Property and which are of record in the official records of Washtenaw County, Michigan.

Grantor is transferring and conveying its right, title and interest, if any, in and to the Premises, in its "as is" and "where is" condition.

The Property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act. Grantor further grants to Grantee the right to make all divisions under Section 108 of the Land Division Act, Act No 288 of the Public Acts of 1967, as amended.

WASHTENAW COUNTY TREASURER
TAX CERTIFICATE NO. 68348 R
SEE ATTACHED "EXHIBIT A" incorporated herein.



Camahan Chevrolet

Grantor is transferring and conveying its right, title and interest, if any, in and to the Premises, in its "as is" and "where is" condition.

The Property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act. Grantor further grants to Grantee the right to make all divisions under Section 108 of the Land Division Act, Act No 288 of the Public Acts of 1967, as amended.

EXHIBIT A

LEGAL DESCRIPTION

TOWNSHIP OF YPSILANTI

Parcel 1:

Lot 4, Huron Center Commercial and Industrial Park, as recorded in Liber 26 of Plats, Pages 66 through 68, Washtenaw County Records.

Parcel 2:

That part of Lot 3, Huron Center Commercial and Industrial Park, described as: Beginning at the Northwest corner of Lot 3 of Huron Center Commercial and Industrial Park, as recorded in Liber 26 of Plats, Pages 66 through 68, Washtenaw County Records; thence North 71 degrees 06 minutes 30 seconds East 317.97 feet along the North line of said Lot 3 and the South line of I-94 Freeway; thence South 02 degrees 57 minutes 43 seconds East 506.14 feet; thence 193.83 feet along the arc of a 770.00 foot radius non-tangential circular curve to the left, chord bearing South 79 degrees 49 minutes 35 seconds West 193.32 feet along the South line of said Lot 3 and the North line of James L. Hart Parkway (recorded as Commerce Parkway) (86 feet wide); thence North 17 degrees 23 minutes 05 seconds West 457.56 feet along the West line of said Lot 3 to the point of beginning.

Together with and subject to an easement for shared detention and storm water drainage described as follows: Beginning at the Southeast corner of Lot 3 of Huron Center Commercial and Industrial Park, as recorded in Liber 26 of Plats, Pages 66 through 68, Washtenaw County Records; thence 25.81 feet along the arc of a 770.00 foot radius non-tangential circular curve to the left, chord bearing North 79 degrees 29 minutes 53 seconds West 25.81 feet along the North line of James L. Hart Parkway (recorded as Commerce Parkway) (86 feet wide); thence North 03 degrees 18 minutes 20 seconds East 220.77 feet; thence North 77 degrees 51 minutes 04 seconds West 116.99 feet; thence South 02 degrees 32 minutes 15 seconds West 34.83 feet; thence 125.74 feet along the arc of a 770.00 foot radius non-tangential circular curve to the left, chord bearing by South 86 degrees 17 minutes 30 seconds West 125.59 feet along the North line of said James L. Hart Parkway; thence North 05 degrees 50 minutes 69 seconds West 245.83 feet; thence North 87 degrees 02 minutes 14 seconds East 171.49 feet; thence South 02 degrees 32 minutes 15 seconds West 172.27 feet; thence South 77 degrees 51 minutes 04 seconds East 132.50 feet; thence South 02 degrees 44 minutes 15 seconds West 60.50 feet along the East line of said Lot 3 to the point of beginning, being a part of Lot 3, Huron Center Commercial and Industrial Park.

IN WITNESS WHEREOF, I have hereunto set my hand, to be effective as of the 24th day of June, 2011.

CHEVROLET
CARNAHAN ~~MILCT~~, INC., a Delaware corporation

By: [Signature]
Name: James Selzer
Title: Vice President and Treasurer

6020662 L: 4854 P: 167 D 06/29/2011 11:25 AM Page 2 of 3

STATE OF MICHIGAN)
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 24th day of June, 2011, by James Selzer, the Vice President and Treasurer of Carnahan ~~MILCT~~, Inc., a Delaware corporation on behalf of the corporation.

TRACIE L. NICHOLS
Notary Public, State of Michigan
County of Oakland
My Commission Expires 03-19-20
Acting In the County of Oakland

CHEVROLET
CARNAHAN ~~MILCT~~, INC., a Delaware corporation
[Signature]
Notary Public

THIS INSTRUMENT PREPARED BY:

Weil, Gotshal & Manges LLP
200 Crescent Court, Suite 300
Dallas, TX 75201-6950
Attention: Justin Mapes, Esq.

RECORD AND RETURN TO:

Burning Bush International, Inc.
2069 Tyler Road
Ypsilanti, Michigan 48198
Attention: Don W. Shelby

Space below for Register of Deeds' Use Only

Tax Parcel #: Recording Fee: 20.00 Revenue Stamps:

K-11-17-361-005
The foregoing instrument was acknowledged before me this 24th day of June, 2011, by James Selzer, the Vice President and Treasurer of Carnahan ~~MILCT~~, Inc., a Delaware corporation on behalf of the corporation.

THIS INSTRUMENT PREPARED BY:

Weil, Gotshal & Manges LLP
200 Crescent Court, Suite 300
Dallas, TX 75201-6950
Attention: Justin Mapes, Esq.

RECORD AND RETURN TO:

Burning Bush International, Inc.
2069 Tyler Road
Ypsilanti, Michigan 48198
Attention: Don W. Shelby

Carnahan Chevrolet

Tax Parcel #: Recording Fee: 20.00 Revenue Stamps:

K-11-17-361-005

Exhibit C

**FIRST AMENDMENT TO PLANNED DEVELOPMENT AGREEMENT
PREVIOUSLY ENTERED INTO BETWEEN ARGONAUT HOLDING INC., A
DELAWARE CORPORATION, WHOSE ADDRESS WAS 485 MILWAUKEE
AVE., DETROIT, MICHIGAN 48202, AND THE CHARTER TOWNSHIP OF
YPSILANTI, A MICHIGAN MUNICIPAL CORPORATION, WHOSE ADDRESS
IS 7200 S. HURON RIVER DR., YPSILANTI, MICHIGAN 48197**

THIS FIRST AMENDMENT TO THE UNIVERSITY CHEVROLET PLANNED DEVELOPMENT AGREEMENT ("Amendment") is made and entered as of the date of the last signature shown on the signature page hereof, by and between BURNING BUSH INTERNATIONAL INC., a Michigan Domestic Nonprofit Corporation (Burning Bush), whose address is 2069 Tyler Rd., Ypsilanti, Michigan 48198, and the CHARTER TOWNSHIP OF YPSILANTI, a Michigan Municipal Corporation, whose address is 7200 South Huron River Drive, Ypsilanti, Michigan 48197-7099 (the "Township").

RECITALS:

WHEREAS, on June 16, 1998 a Planned Development Agreement was entered into between Argonaut Holding Inc. (Argonaut) and the Charter Township of Ypsilanti which was recorded with the Washtenaw County Register of Deeds on July 21, 1998 which allowed the development of an automobile dealership which Agreement was recorded with the Washtenaw County Register of Deeds, a copy of the June 16, 1998 Planned Development Agreement being attached hereto and incorporated by reference and labeled Exhibit A to this Amendment; and

WHEREAS, Section 3.5 of the June 16, 1998 Development Agreement stated that said ***"...Agreement shall be binding on, and shall inure to the benefit of the parties and their respective successor, heirs and assigns"***; and

WHEREAS, on June 24, 2011, Carnahan Chevrolet, a Delaware corporation, conveyed via a Special Warranty Deed the property located at 770 James L. Hart Parkway, Ypsilanti, MI 48197, to Burning Bush International Inc. (Burning Bush) which was recorded with the Washtenaw County Register of Deeds on June 29, 2011, at Liber 4854, Page 167, a copy of the Special Warranty Deed and Legal Description being attached hereto and incorporated by reference and labeled Exhibit B; and

WHEREAS, Burning Bush has become the owner of the Property described on Exhibit B attached hereto; and

WHEREAS, Burning Bush and the Township wish to provide for the amendment of the Original Planned Development Agreement dated June 16, 1998 in accordance with the terms of this Amendment; and

WHEREAS, Burning Bush desires to utilize the structures located on Exhibit B for the establishment of a worship facility (hereinafter referred to as the Burning Bush Church of God) and likewise build an additional 1900 square foot nonresidential addition to said church, and the parties hereto wish to amend the Original Planned Development Agreement to provide for the establishment of the Burning Bush Church of God and the 1900 square foot addition; and

WHEREAS, on June 21, 2011 and July 19, 2011 the Charter Township Board of Trustees approved Resolution 2011-13 which, *inter alia*, authorized the First Amendment to the Original Planned Development Agreement.

AGREEMENT:

NOW THEREFORE in consideration of the mutual covenants and benefits set forth herein, the sufficiency and adequacy of which are hereby mutually acknowledged and accepted, and with the intent to be legally bound hereby, the parties hereto hereby agree to amend the Original Planned Development Agreement as follows:

1. Changes to Section 2.1. Section 2.1 shall be revised to delete the reference that the only permitted principal uses within the Nonresidential Site shall be an automobile dealership, customary accessory buildings and uses thereto and shall be replaced with the language that the only permitted principal uses within the Nonresidential Site shall be for the establishment of a worship facility along with an additional 1900 square foot nonresidential addition to said worship facility.

2. Amendment to Sections 2.2, 2.5, 2.6 Regarding Final Site Plan. The Original Planned Development Agreement, consisting of the Final Site Plan submitted by Argonaut Holding Inc., shall be replaced with the Revised Final Site Plan attached to this Amendment and incorporated by reference and labeled as Exhibit C.

3. Landscaping Plan. The existing Landscaping Plan as required in the Original Planned Development Agreement, shall be installed by Burning Bush as set forth in said Plan, including but not limited to the replacement of all landscaping if deemed necessary by the Township's Planning Director, a copy of which is attached hereto and incorporated by reference and labeled Exhibit D.

4. Excluded Uses. Since the only permitted principal uses within the Nonresidential Site shall be for the establishment of a worship facility along with an additional 1900 square foot nonresidential addition to the worship facility, Burning Bush hereby agrees to exclude any and all uses of the property for a daycare, preschool, or any other child care facility since both parties have agreed it would be inappropriate to have any of the aforementioned facilities located in close proximity to a number of industrial facilities that are located near the worship facility.

5. Notice Provisions. The Original Planned Development Agreement shall be amended to provide that any notice, demand, request, consent, approval, designation, or other communication made pursuant to this Amendment (a "Notice"), shall be in writing and shall be given or made or communicated by personal delivery by United States registered or certified mail, return receipt requested, or by prepaid overnight delivery service of national reputation, providing for delivery against receipt, prepaid and addressed, or by facsimile and to be addressed as follows:

If to Owners: Pastor Don W. Shelby
Burning Bush International Corp.
2069 Tyler Rd.
Ypsilanti, MI 48198

With a copy to: Urenia Ricks, Esq.
Ricks & Associates PLLC
30095 Northwestern Hwy., Ste. 10-A
Farmington, MI 48334

If to Township: Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti
7200 South Huron River Drive
Ypsilanti, Michigan 48197

With a copy to: William Douglas Winters, Esq.
McLain & Winters
61 North Huron Street
Ypsilanti, Michigan 48197

6. Approval by the Parties. This Amendment has been approved by the Owners and the Township through action of the Owners' Board and the Township Board at duly scheduled meetings as evidenced by the Owners' and Township Boards' Corporate Body Resolutions dated the ~~30th~~ ^{30th} day of ~~December~~, 2011, and the 6th day of December, 2011, respectively.
~~November~~

7. Execution in Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart.

8. Recordation of Amendment. The Township shall record this Amendment with the Washtenaw County Register of Deeds.

9. Miscellaneous. Except as specifically amended herein, all the terms and provisions of the Original Planned Development Agreement are hereby ratified and affirmed to be in full force and effect as of the date hereof. To the extent of any conflict between the Original Planned Development Agreement, and this Amendment, the terms and provisions of this Amendment shall govern and control and any conflicting terms and provisions of the Original Planned Development Agreement, shall be deemed amended to the extent necessary not to conflict with the provisions hereof. Capitalized terms used herein shall have the same meaning as used in the Original Planned Development Agreement.

(SIGNATURE PAGES FOLLOW)

IN WITNESS WHEREOF, this Amendment shall be deemed entered into and effective on the last date shown below.

OWNERS:

Burning Bush International Corp.,
a Domestic Nonprofit Corporation

By: Don Shelby, Jr.
Its: Senior Pastor / Burning Bush

Date: 12-7-, 2011

STATE OF MICHIGAN)
)ss.
COUNTY OF Washtenaw)

The forgoing First Amendment to Planned Development Agreement was acknowledge before me this 7 day of December, 2011, by Don Shelby, Jr., the Senior Pastor of Burning Bush International Corp., on behalf of said company.

Maria Batianis
Notary Public
Washtenaw County, MI
Acting in Washtenaw County, MI
Commission Expires: 4.5.2013

MARIA C. BATIANIS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires April 5, 2013
Acting in the County of Washtenaw

TOWNSHIP:

CHARTER TOWNSHIP OF PSILANTI,
a Michigan Municipal Corporation

By: Brenda L. Stumbo
Its: Brenda L. Stumbo, Supervisor

Date: 12-7, 2011

By: Karen Lovejoy Roe
Its: Karen Lovejoy Roe, Clerk

Date: 12-7, 2011

STATE OF MICHIGAN)
)ss.
COUNTY OF Washtenaw)

The forgoing First Amendment to Planned Development Agreement was acknowledged before me this 7th day of December, 2011, by Brenda L. Stumbo and Karen Lovejoy Roe, the Supervisor and Clerk, respectively, of the Charter Township of Ypsilanti, a Michigan municipal corporation, on behalf of said municipal corporation.

Nancy K. Wyrbkowski
Notary Public
Washtenaw County, MI
Acting in Washtenaw County, MI
Commission Expires: 07-04-2018

NANCY K. WYRYBKOWSKI
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires July 4, 2018
Acting in the County of Washtenaw

EXHIBIT LIST

- Exhibit A Planned Development Agreement Dated June 16, 1998
- Exhibit B Special Warranty Deed with Legal Description
- Exhibit C Revised Final Site Plan
- Exhibit D Existing Landscape Plan

Exhibit D

Exhibit E

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement

TO: Doug Winters, Township Attorney

FROM: Charlotte Wilson, Planning and Development Coordinator

DATE: December 4, 2019

SUBJECT: 770 James L Hart Parkway – Missing Landscaping

As of the site visit conducted on December 4, 2019, the following table shows the items listed as deficient in italics and highlighted in orange on the attached plan:

| Missing landscaping on the property | Status |
|-------------------------------------|----------------------------|
| AR - Autumn Blaze Red Maple | <i>Seven (7) missing</i> |
| TA - Redmond American Linden | <i>Six (6) missing</i> |
| PR – Red Pine | <i>Four (4) missing</i> |
| PS – Scotch Pine | <i>One (1) missing</i> |
| JS – Sea Green Juniper | <i>Twenty (20) missing</i> |
| PA – London Planetree | <i>Seven (7) missing</i> |

If you have any questions, please call the Ypsilanti Township Planning and Zoning Department at 734-485-3943 or email at cwilson@ytown.org.

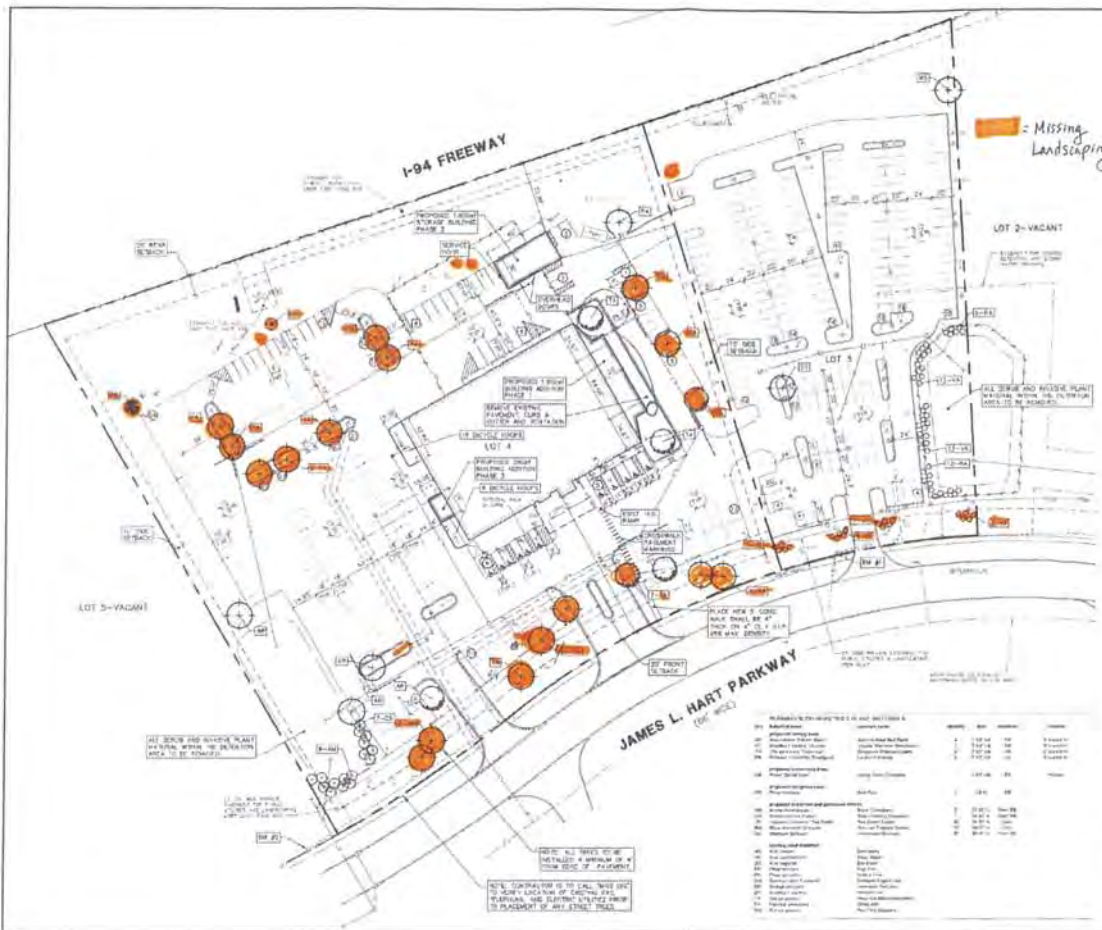
Thank you,



Charlotte Wilson, AICP
Planning and Development Coordinator

Attached:

-Landscape plan with highlighted deficiencies.



- LEGEND**
- 1" = 1" TREE
 - 2" = 2" TREE
 - 3" = 3" TREE
 - 4" = 4" TREE
 - 5" = 5" TREE
 - 6" = 6" TREE
 - 7" = 7" TREE
 - 8" = 8" TREE
 - 9" = 9" TREE
 - 10" = 10" TREE
 - 11" = 11" TREE
 - 12" = 12" TREE
 - 13" = 13" TREE
 - 14" = 14" TREE
 - 15" = 15" TREE
 - 16" = 16" TREE
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- MISSPECIFICATIONS**
1. This plan is based on the following:
 2. These trees are shown in the plan as existing and are not shown in the plan as proposed.
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 20. These trees are shown in the plan as existing and are not shown in the plan as proposed.

PARKING LOT COUNT

| TYPE | NO. OF SPACES | TOTAL |
|----------|---------------|-------|
| STANDARD | 100 | 100 |
| COMPACT | 200 | 200 |
| BIKE | 20 | 20 |
| TOTAL | 320 | 320 |

SETBACK REQUIREMENTS

| TYPE | FRONT | REAR | SIDE |
|----------|-------|------|------|
| STANDARD | 10 | 10 | 10 |
| COMPACT | 10 | 10 | 10 |
| BIKE | 10 | 10 | 10 |
| TOTAL | 10 | 10 | 10 |

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement

Staff Report
BankSupplies.com
PD Stage II Amendment
770 James L Hart Parkway

October 21, 2019

CASE LOCATION AND SUMMARY

BankSupplies has submitted an application to the Office of Community Standards requesting the consideration of the Planning Commission and the Board of Trustees to amend the existing PD Stage II Site Plan and associated Development Agreement in order to permit the establishment of an office and warehouse/distribution facility to be located within the existing 26,000 square foot building at 770 James L. Hart Parkway. The aforementioned parcel was formally utilized as the University Chevrolet and later the Carnahan Chevrolet dealership, and most recently the Burning Bush Church of God. The change of use from a dealership to the Burning Bush Church required a previous amendment to the PD.

BankSupplies is a wholesaler and distributor of banking supplies, specifically to financial institutions and casinos. BankSupplies desires to use the existing 26,000 square foot building as their headquarters and offices, and a warehouse and distribution center. They have 30 employees now and expect to grow in the near future.

There are two parcels that were used by Burning Bush, 770 and 660 James L. Hart Parkway. Only 770 James L. Hart Parkway is part of the original PD, and thus a PD amendment is only required the 770 James L Hart Parkway parcel. 660 James L. Hart Parkway permits the use applied.

APPLICANT

Ross Gordon

CROSS REFERENCES

Zoning Ordinance citations:

- Article XIX, Section 1900, Planned Developments
- Section 2115 Site Plan Review

770 James L. Hart Parkway – View from the south



770 James L. Hart Parkway – View from the east



SUBJECT SITE USE, ZONING AND COMPREHENSIVE PLAN

The Comprehensive Plan designates this site for TC, Town Center. The site is currently zoned PD, Planned Development with a B-3 underlying zoning designation. The site was previously utilized as an automobile dealership and repair shop, and a church.

The site was originally approved in 2008 as a Planned Development (PD) to permit the development of University Chevrolet. The PD also included a Development Agreement that specifically stated the use of the site as an automobile dealership.

In 2011, the approved PD Stage II was amended to remove automobile dealership as the sole use and replace with a "Worship Facilities" as the sole use. In addition, the Development Agreement was also amended to reflect this.

ADJACENT USES, ZONING AND COMPREHENSIVE PLAN

| Direction | Use | Zoning | Master Plan |
|------------------|------------------------------|---------------|--------------------|
| North | Interstate 94 | -- | -- |
| South | Industrial facility | I-1 | Industrial |
| East | Parking / Girl Scout Offices | B-3 | Town Center |
| West | Industrial facility | I-1 | Industrial |

NATURAL FEATURES

No natural features will be impacted by this proposed project. The site has already been improved for development.

ANALYSIS

The plan has been reviewed by Township staff and consultants in accordance with our usual procedures. We offer the following comments for your consideration.

Planning Department – Staff has reviewed the pertinent ordinances and related files relating to the proposed amendment to the PD Stage II approval and associated Development Agreement. Please find below a review of the submitted application and proposed use.

On April 9, 1998, the Township Board of Trustees approved the PD Stage II final site plan with conditions, one condition being that the developer shall enter into a development agreement. Subsequently, the required Development Agreement was executed on June 16, 1998. The executed development agreement restricted the use to an automobile dealership. Section 1.5 goes on to state that the development agreement, including the use restriction may be amended should both signing parties agree.

On July 19, 2011, the Township Board of Trustees approved the amended PD Stage II final site plan for the Burning Bush Church of God, which authorized the First Amendment to the Original Planned Development Agreement. The First Amendment of the Original Planned Development Agreement was amended to change the use to a Place of Worship.

The plans as proposed will not amend the approved site plan with the exception landscape improvements. The interior of the building is proposed to have modifications in order to convert the building into office and warehouse/distribution use. From a parking and layout perspective, the site can accommodate the change in use without site plan modifications. The applicant has agreed to install landscaping per the original approved Landscape Plan.

Section 1900 of the Township Zoning Ordinance outlines the necessary procedure necessary to amend a previously approved Planned Development. In this particular case, when a change of use is proposed, the approval process must be repeated, including a public hearing before the Planning Commission. Subsequently, once the Planning Commission has held a public hearing, the Commission shall make a recommendation to the Board of Trustees.

RECOMMENDATION

Staff recommends the Planning Commission recommend approval to the Board of Trustees the amended PD Stage II Final Site Plan approval with the following conditions:

1. The applicant shall submit a development agreement acceptable to the Township Board of Trustees and the Township Attorney.
2. The use of the property shall be limited to office and warehouse/distribution use.
3. The applicant shall agree to replace all necessary landscaping per the originally approved site plan.

Suggested motions:

Motion to table:

“I move to table the request of the BankSupplies to amend the PD Stage II Final Site Plan dated November 14,2011 and to amend the executed Development Agreement dated December 07,2011 to permit the establishment of an office and warehouse/distribution use to be located at 770 James L. Hart Parkway, parcel K-11-17-361-005 in order to consider the comments presented during this public hearing.”

Motion to approve:

“I move to recommend approval to the Board of Trustees the request of the BankSupplies to amend the PD Stage II Final Site Plan dated November 14, 2011 and to amend the executed Development Agreement dated December 07, 2011 to permit the establishment of an office and warehouse/distribution use to be located at 770 James L. Hart Parkway, parcel K-11-17-361-005 with the following conditions:”

1. The applicant shall submit a development agreement acceptable to the Township Board of Trustees and the Township Attorney.
2. The use of the property shall be limited to office and warehouse/distribution use.
3. The applicant shall agree to replace all necessary landscaping per the originally approved site plan.

Motion to deny:

“I move to recommend approval to the Board of Trustees the request of the BankSupplies to amend the PD Stage II Final Site Plan dated November 14, 2011 and to amend the executed Development Agreement dated December 07, 2011 to permit the establishment of an office and warehouse/distribution use to be located at 770 James L. Hart Parkway, parcel K-11-17-361-005 due to the following reasons:”

Respectfully submitted,



CARLISLE/WORTMAN ASSOC., INC.
Benjamin R. Carlisle, AICP, LEED AP
Principal

**CHARTER TOWNSHIP OF YPSILANTI
PLANNING COMMISSION
MINUTES OF THE NOVEMBER 12, 2019 REGULAR MEETING**

Chair Jason Iacoangeli called the regular meeting to order at 6:31 pm in the Ypsilanti Township Civic Center Board Room 7200 S. Huron River Drive, Ypsilanti Township.

Commissioners Present: Chair Jason Iacoangeli and Commissioners Gloria Peterson, Bill Sinkule and Stan Eldridge

Commissioners Absent: Commissioners Laurence Krieg, Sally Richie and Muddasar Tawakkul

Others in Attendance: Angela King, Township Attorney; Megan Masson-Minock, Carlisle-Wortman Associates; Elliot Smith, OHM; Michael Radzik, OCS Director; Charlotte Wilson, Planning and Development Coordinator

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF THE OCTOBER 22, 2019 REGULAR MEETING MINUTES

A motion was made by Commissioner Eldridge supported by Commissioner Peterson to approve the minutes of the October 22, 2019 Regular Meeting. The motion carried unanimously.

4. APPROVAL OF AGENDA

A motion was made by Commissioner Sinkule supported by Commissioner Peterson to approve the agenda. The motion carried unanimously.

5. PUBLIC HEARINGS AND PLAN REVIEW

A. SPECIAL CONDITIONAL USE – GROUP DAYCARE HOME – 8275 SOUTH HURON RIVER DRIVE – TO CONSIDER THE SPECIAL CONDITIONAL USE PERMIT APPLICATION OF MS. ABEIR NIMER IN ORDER TO PERMIT A GROUP DAYCARE HOME, PROVIDING CARE FOR UP TO TWELVE (12) CHILDREN, FOR A SITE ZONED R-4, ONE-FAMILY RESIDENTIAL, LOCATED AT 8275 SOUTH HURON RIVER DRIVE, PARCEL K-11-22-255-113.

Charlotte Wilson, Planning and Development Coordinator, said the property is currently operating as a family daycare home for up to 6 kids. The applicant proposed to operate 7 days a week from 6:00 a.m. to 10 p.m. Her current daycare operates 7 days a week from 6:00 a.m. to 6:00 p.m. The surrounding properties are zoned R-4 single-family residential except for the property to the south which is zoned R-3.

She stated there were 3 sets of standards that regulate group daycare homes. They must be issued a special use permit if all conditions are met and she said all but 1 of the conditions were met: the home is located closer than 1,500 feet to another group daycare home. She said the Commission could deny the request based on concentration of facilities. All conditions were met in the second standard, but if approved, the daycare must be registered with the Office of Community Standards and shall be brought into compliance with state, building and fire code. The conditions for the third standard were met but she called attention to item D that addressed essential public services and facilities. The property is served by essential public services and she recommended if approved all loading, stopping and pick up should occur on Lake Crest Drive only for safety. She said after holding a public hearing the Commission could approve, deny or table the request. If they approved she recommended the following conditions: the applicant agrees to enter into a special conditional use agreement outlining the conditions as noted, the applicant shall supply the Office of Community Standards with all required documents, the applicant shall permit the home to be inspected by the Township Building Official and/or Fire Marshal; and all stopping,

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Planning Commission Regular Meeting Minutes
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loading and pick up shall occur only on Lake Crest Drive. If the Commission denied the request she suggested they list the reason why and suggested the reason would be because it is located closer than 1,500 feet to another daycare.

Angela King, Township Attorney, said in the application the suggested operating hours were not 6:00 am to 10:00 pm, they were 4:00 am to 12:00 am. She said the daycare cannot be open more than 16 hours per day under state law. She suggested this would be an additional grounds for denial.

Abeir Nimer, 8275 South Huron River Drive, applicant, said she changed the hours when Ms. Wilson contacted her but the paperwork had already been submitted. She said she usually operates from 6:00 am to 6:00 pm but wanted to keep the closing time as 10:00 pm in case anyone was running late.

Commissioner Iacoangeli asked her opinions on the proposed approval conditions.

Ms. Nimer said all pick up and drop offs occur on Lake Crest Drive only.

Commissioner Peterson asked how long she has had a daycare.

Ms. Nimer said over 25 years.

Commissioner Peterson said her issue was the closeness of the other daycare and said she believed the distance required was state law, which was confirmed. She asked if she had staff and fencing. She asked if she provided daycare for nurses or shiftwork.

Ms. Nimer replied she had 2 employees, fencing and no parents who are nurses or were required to do shiftwork. She said all kids were picked up around 6:00 p.m.

Commissioner Eldridge asked why she requested 4:00 a.m. to midnight.

Ms. Nimer said there were parents who asked about evening care and in the beginning she watched kids until 8:00 p.m. and she did not want to violate any rules. She said she did not know she needed to decrease the hours.

The public hearing opened at 6:42 pm

No persons wished to speak.

The public hearing closed at 6:42 pm

Commissioner Sinkule said that he does not recall a time when the Commission has approved another daycare within 1,500 feet of an established one. He said he was unaware of any hardship.

Attorney King said she was not aware.

Megan Masson-Minock, Carlisle-Wortman Associates, said the lot is a corner lot and the direction is point to point. She said the existing daycare on Michael Street is in a different neighborhood on a cul-de-sac. She said she is unaware of approval or denial in the past based on distance.

A motion was made by Commissioner Sinkule, supported by Commissioner Eldridge to deny the special conditional use permit request of Ms. Abeir Nimer for the purpose of allowing a group daycare home providing care for up to twelve (12) children, for a site zoned R-4, one-family residential, located at 8275 South Huron River Drive, Parcel K-11-22-255-113 for the following reason:

Subject property is within 1,500 feet from another group daycare home or similar facility and contributes to an excessive concentration of the state licensed residential facilities.

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Commissioner Peterson asked how long the daycare on Michael Drive had been in operation. She asked if they denied the request can the applicant apply again or could it be tabled and if so, for how long.

Ms. Wilson said she did not know how long it has been operating and the request could be tabled. She said if the daycare chose to renew their license it could be years that it would have to be tabled for.

The motion carried as follows:

Iacoangeli: Yes Peterson: Yes Sinkule: Yes Eldridge: Yes

B. PD STAGE II AMENDMENT – BANK SUPPLIES INC. – 770 JAMES L. HART PARKWAY – TO CONSIDER RECOMMENDING TO THE TOWNSHIP BOARD OF TRUSTEES THE AMENDMENT TO THE PD STAGE II APPROVAL ALONG WITH THE ASSOCIATED DEVELOPMENT AGREEMENT OF THE FORMER BURNING BUSH CHURCH OF GOD LOCATED AT 770 JAMES L. HART PARKWAY, PARCEL K-11-17-361-005 IN ORDER TO REMOVE AND/OR AMEND A RECORDED LAND USE RESTRICTION AND TO APPROVE A CHANGE OF USE IN ORDER TO ALLOW THE ESTABLISHMENT OF BANK SUPPLIES, INC., AN OFFICE AND WAREHOUSING FACILITY FOR A SITE ZONED PD-4, PLANNED DEVELOPMENT, LOCATED AT 770 JAMES L. HART PARKWAY, PARCEL K-11-17-361-005.

Ms. Masson-Minock referenced a letter dated October 21, 2019 and said the space used to be a church and a car dealership. When the dealership was built it was Planned Development and when the church took over the space in 2011 they asked for an amendment to the Planned Development and changed one phrase to turn it from a dealership into a place of worship. She stated Bank Supplies does not propose any changes except to upgrade landscaping to what was required by the original site plan. They currently have 30 employees and expect to grow in the future.

She noted that two parcels were used by Burning Bush church, 770 and 660 James L. Hart Parkway but only 770 James L. Hart Parkway is part of the original Planned Development. She said the comprehensive plan designates the parcel as TC, Town Center, and is currently zoned Planned Development with an underlying B-3 zoning. If approved the proposed use would be office and warehousing facility customary accessory buildings and uses. She said surrounding parcels are used as industrial, B-3 or planned for Town Center. She said they are following the same process for the amendment as before. She pointed out in Section 1900 of the Township Zoning Ordinance there is a procedure to amend a previously approved Planned Development and the approval process must be repeated when a change of use is proposed.

She said they recommend approval with the following conditions: the applicant shall submit a development agreement acceptable to the Township Board of Trustees and the Township Attorney, the use of the property shall be limited to office and warehouse distribution uses and the applicant shall agree to replace all necessary landscaping per the originally approved site plan.

Commissioner Eldridge said there is a billboard along I-94 that has an advertisement for the church and asked if Bank Supplies would utilize it.

Ms. Masson-Minock said the billboard is on the other parcel that is zoned B-3 and acts as a sign for the use and it would continue to be used only for the use.

Commissioner Peterson asked if the company purchased the building.

Ms. Masson-Minock said they are in the process of purchasing.

Michael Radzik, OCS Director, said the company is currently in Van Buren Township and they need to expand their facilities. He visited the site with company

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representatives and has been in detailed discussions and he said he was excited at the prospect of the relocation.

Attorney King said if the request was granted she recommends adding a condition that proof of the property transfer be provided.

Ross Gordon, 937 Prairie Lane, Milan Michigan, applicant, said the property is under contract and they are waiting for proper approvals before it is finalized.

The public hearing opened at 6:57 pm

No persons wished to speak

The public hearing closed at 6:57 pm

A motion was made by Commissioner Eldridge, supported by Commissioner Peterson to recommend approval to the Board of Trustees the request of the Bank Supplies to amend the PD Stage II Final Site Plan dated November 14, 2011 and to amend the executed Development Agreement dated December 7, 2011 to permit the establishment of an office and warehouse distribution use to be located at 770 James L. Hart Parkway, Parcel K-11-17-361-005 with the following conditions:

That the applicant submit a Development Agreement acceptable to the Township Board of Trustees and the Township Attorney.

The use of the property shall be limited to office and warehouse distribution use.

The applicant shall agree to replace all necessary landscaping per the originally approved site plan.

Proof of the property transfer from Burning Bush to Bank Supplies is supplied to the Township legal department.

The motion carried as follows:

Iacoangeli: Yes Peterson: Yes Sinkule: Yes Eldridge: Yes

C. PRELIMINARY SITE PLAN – CRYSTAL PONDS CONDOMINIUM – 6888 SWEET WATER DRIVE – TO CONSIDER RECOMMENDING TO THE TOWNSHIP BOARD OF TRUSTEES THE PRELIMINARY SITE PLAN APPLICATION OF LOMBARDO HOMES IN ORDER TO CONSTRUCT 68 DWELLING UNITS FOR A SITE CONDOMINIUM ZONED R-3, ONE-FAMILY RESIDENTIAL, LOCATED AT 6888 SWEET WATER DRIVE, PARCEL K-11-25-310-010.

Mr. Radzik gave a brief summary of the property and events over the past 20 years.

Ms. Masson-Minock said the site is zoned R-3 and so are the surrounding parcels except the mobile home park to the east. The approved open space would remain untouched and 2 of the remaining lots are out of the applicant's control because they are privately owned. There would be no changes to site access and sidewalks and a walking path would be installed. The number of units would be the same but locations of single-family houses, duplexes and triplexes would be different. She said the applicant is deficient in street, yard and detention pond landscaping and the Commissioners can waive or modify the standards under specific situations. The applicant said additional landscaping would pose a financial hardship to keep the homes affordable. Also, materials were not indicated on the floor plans. She said they recommended approval with the condition the applicant provides elevations and material details. If the landscape waiver was not approved, she requested the required landscaping be a condition of any approval.

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Mr. Radzik said the developer wanted the starting price to be \$190,000 to \$195,000 for those who may not be able to afford other single-family housing in the Township and language to that effect is in the proposed Development Agreement. He said because of this they are trying to be flexible in the standards to keep pricing low.

Elliot Smith, OHM, referenced his letter dated October 30, 2019 and said they recommend approval contingent on requesting the applicant verify that sidewalks and ramps are ADA compliant.

Commissioner Iacoangeli asked if as-builts on the utilities were ever submitted to the Township by the prior developer.

Mr. Smith said no.

Commissioner Iacoangeli asked if the final road layer could still be installed over the current road due to its age.

Mr. Smith said they inspected in August 2019 and pointed out areas that needed to be replaced and the applicant agreed to do so. The top layer will be installed before construction begins and if any is damaged the applicant will repair or replace.

Attorney King noted in the packet that Scott Westover, Ypsilanti Community Utilities Authority (YCUA), had not approved the site plan.

Mr. Smith said the existing underground infrastructure was approved in the 1990s. He said they felt comfortable that any issues with YCUA could be addressed in detailed engineering.

Commissioner Iacoangeli asked if Lombardo would be correcting any issues and then turning the system over to YCUA.

Mr. Smith said yes.

Mr. Radzik said YCUA has been maintaining the system.

Greg Windingland, Lombardo Homes, 13001 23 Mile Road, Shelby Township Michigan, applicant, passed out a handout and gave a presentation. He said any needed infrastructure work will be done on a building by building basis with approval from Mr. Westover. Road paving would be completed by June 2020 and they have applied for foundation only permits. Seventeen units have been sold and an additional 17 will close in December 2019. He said the co-owners will need to eventually vote on an amendment to the Master Deed because it has been more than 6 years since it was recorded. Lombardo will also pay for 3 years of a management company for the residents. He said they were asking for the landscape waiver due to unanticipated additional costs but would make all ramps ADA compliant.

Commissioner Eldridge asked how sanitary service would be provided to lots 89 and 90 that Lombardo did not own.

Mr. Windingland said they did own those lots and there are existing leads there.

Commissioner Sinkule asked how they were going to include pricing language and what would happen if more unanticipated costs arose, would there be a guarantee on price.

Mr. Windingland said they agreed to language that would set a starting price point but the market would drive the price. He said they do not want to compete with themselves and are cognizant of the price. There are not going to be a lot of upgrades or options available for owners to purchase which will keep the price lower.

Mr. Radzik said Lombardo agreed to install security cameras and street lights. He said there will be rent restrictions in the Development Agreements as well.

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Commissioner Eldridge asked if the homeowners would like to speak.

Jeanie Powers, 6852 Swan Lake Court, thanked the Township and Lombardo for working with the residents. She asked that they remove public access to their common grounds in the Master Deed and Development Agreement. She said they have had problems with non-residents drinking, shooting guns and growing marijuana by the pond.

Attorney King said she believed if it was a provision in the Master Deed the Planning Commission did not have authority to amend it.

Ms. Powers said Lombardo had told the residents they had to make the common grounds public in all their developments.

Attorney King said she would need to raise the issue when the Master Deed is changed.

Commissioner Iacoangeli said her concern was duly noted and the Commission will ask staff to make sure when the Master Deed's amended language is clear that the common areas are for homeowners and not the general public.

Charles Riptowski, 10347 Swan Lake Circle, president of homeowners' association, said he has spoken with most of the residents and they are pleased with what Lombardo is doing.

A motion was made by Commissioner Eldridge, supported by Commissioner Sinkule to recommend approval to the Township Board of Trustees the preliminary site plan application of Lombardo Homes in order to construct 68 dwellings for a site condominium zoned R-3, one-family residential, located at 6888 Sweet Water Drive, Parcel K-11-25-310-010 with the following conditions:

The applicant shall enter into a Development Agreement approved by the Township Board of Trustees.

The applicant shall provide elevations showing all 4 sides of the proposed home including material details.

The applicant meets the conditions to waive the landscaping requirements set forth in Township Zoning Ordinance Section 2108.4, Landscape Requirements and Waivers.

The Board would support consideration to the resident's statements regarding making the property private when the Master Deed is amended.

The motion carried as follows:

Iacoangeli: Yes Peterson: Yes Sinkule: Yes Eldridge: Yes

D. PRELIMINARY SITE PLAN – TAPAN PATEL – 800 SOUTH HEWITT ROAD – TO CONSIDER THE PRELIMINARY SITE PLAN APPLICATION OF TAPAN PATEL IN ORDER TO CONSTRUCT A 64-ROOM COMFORT INN AND SUITES HOTEL AT 800 SOUTH HEWITT ROAD FOR A SITE ZONED IRO, INDUSTRIAL RESEARCH OFFICE, PARCEL K-11-18-100-022.

Ms. Wilson said the site is currently vacant with one point of access. The site would have 75 parking spaces and will not include a restaurant. Plans have been reviewed by Township staff and consultants. Ypsilanti Township Fire Department, YCUA, Washtenaw County Road Commission and Washtenaw County Water Resources Commission all offered preliminary approval. She noted the Zoning Board of Appeals approved a height variance on November 6, 2019 contingent on preliminary site plan review.

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Ms. Masson-Minock said the site is surround by B-3 zoning and Master Planned General Commercial except to the east which is Industrial. The use would comply with the Master Plan, there are no protected trees or wetlands on the property and it complies with bulk density and setback requirements. She stated the applicant needed to confirm if they needed a permit from Washtenaw County Road Commission since the entrance is on a private drive. The applicant would install a sidewalk on Michigan Avenue and she said the Township may want to work with the Road Commission to install a sidewalk in front of Wendy's to complete the connection. She said parking and loading is in compliance and exterior lighting meets ordinance requirements. Landscaping and building elevations also meet requirements. She pointed out this was the sixth review Carlisle-Wortman has done for the applicant and they recommend preliminary site plan approval.

Commissioner Eldridge asked about cameras.

Ms. Masson-Minock said she did know if they were included.

Mr. Smith said existing issues include underground infrastructure, proposed utility layout and site circulation. In their October 4, 2019 letter, OHM recommend approval.

Commissioner Iacoangeli asked if the site already had infrastructure ready.

Mr. Smith said for storm water management yes.

Tapan Patel, 3241 Carlton Road, Hillsdale Michigan, applicant, said they would have a full security system that they are trying to tie into the Township system.

Brian Biskner, Howell Engineering, introduced himself.

A motion was made by commissioner Eldridge, supported by Commissioner Peterson to approve the preliminary site plan for construction of a 64-room Comfort Inn and Suites Hotel at 800 South Hewitt Road for a site zoned IRO, Industrial Research Office, Parcel K-11-18-100-022 with the following condition:

The applicant shall obtain all necessary building permits from the Office of Community Standards.

The motion carried as follows:

Iacoangeli: Yes Peterson: Yes Sinkule: Yes Eldridge: Yes

6. OLD BUSINESS

None

7. NEW BUSINESS

None

8. OPEN DISCUSSION FOR ISSUES NOT ON THE AGENDA

A. CORRESPONDENCE RECEIVED

None

B. PLANNING COMMISSION MEMBERS

None

C. MEMBERS OF THE AUDIENCE

None

9. TOWNSHIP BOARD REPRESENTATIVE REPORT

None

10. ZONING BOARD OF APPEALS REPRESENTATIVE REPORT

Commissioner Iacoangeli said the height variance was approved for Comfort Inn.

11. TOWNSHIP ATTORNEY REPORT

None

12. PLANNING DEPARTMENT REPORT

None

13. OTHER BUSINESS

None

A motion was made by a Commissioner Peterson, supported by Commissioner Sinkule to adjourn the meeting. The motion carried unanimously.

The meeting was adjourned at approximately 8:00 pm

Respectfully submitted,
Laura Gough
OCS Clerk

Reviewed and recommended for approval,

Laurence J. Krieg
Secretary, Planning Commission

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement

Staff Report
BankSupplies.com
PD Stage II Amendment
770 James L Hart Parkway

October 21, 2019

CASE LOCATION AND SUMMARY

BankSupplies has submitted an application to the Office of Community Standards requesting the consideration of the Planning Commission and the Board of Trustees to amend the existing PD Stage II Site Plan and associated Development Agreement in order to permit the establishment of an office and warehouse/distribution facility to be located within the existing 26,000 square foot building at 770 James L. Hart Parkway. The aforementioned parcel was formally utilized as the University Chevrolet and later the Carnahan Chevrolet dealership, and most recently the Burning Bush Church of God. The change of use from a dealership to the Burning Bush Church required a previous amendment to the PD.

BankSupplies is a wholesaler and distributor of banking supplies, specifically to financial institutions and casinos. BankSupplies desires to use the existing 26,000 square foot building as their headquarters and offices, and a warehouse and distribution center. They have 30 employees now and expect to grow in the near future.

There are two parcels that were used by Burning Bush, 770 and 660 James L. Hart Parkway. Only 770 James L. Hart Parkway is part of the original PD, and thus a PD amendment is only required the 770 James L Hart Parkway parcel. 660 James L. Hart Parkway permits the use applied.

APPLICANT

Ross Gordon

CROSS REFERENCES

Zoning Ordinance citations:

- Article XIX, Section 1900, Planned Developments
- Section 2115 Site Plan Review

770 James L. Hart Parkway – View from the south



770 James L. Hart Parkway – View from the east



SUBJECT SITE USE, ZONING AND COMPREHENSIVE PLAN

The Comprehensive Plan designates this site for TC, Town Center. The site is currently zoned PD, Planned Development with a B-3 underlying zoning designation. The site was previously utilized as an automobile dealership and repair shop, and a church.

The site was originally approved in 2008 as a Planned Development (PD) to permit the development of University Chevrolet. The PD also included a Development Agreement that specifically stated the use of the site as an automobile dealership.

In 2011, the approved PD Stage II was amended to remove automobile dealership as the sole use and replace with a "Worship Facilities" as the sole use. In addition, the Development Agreement was also amended to reflect this.

ADJACENT USES, ZONING AND COMPREHENSIVE PLAN

| Direction | Use | Zoning | Master Plan |
|------------------|------------------------------|---------------|--------------------|
| North | Interstate 94 | -- | -- |
| South | Industrial facility | I-1 | Industrial |
| East | Parking / Girl Scout Offices | B-3 | Town Center |
| West | Industrial facility | I-1 | Industrial |

NATURAL FEATURES

No natural features will be impacted by this proposed project. The site has already been improved for development.

ANALYSIS

The plan has been reviewed by Township staff and consultants in accordance with our usual procedures. We offer the following comments for your consideration.

Planning Department – Staff has reviewed the pertinent ordinances and related files relating to the proposed amendment to the PD Stage II approval and associated Development Agreement. Please find below a review of the submitted application and proposed use.

On April 9, 1998, the Township Board of Trustees approved the PD Stage II final site plan with conditions, one condition being that the developer shall enter into a development agreement. Subsequently, the required Development Agreement was executed on June 16, 1998. The executed development agreement restricted the use to an automobile dealership. Section 1.5 goes on to state that the development agreement, including the use restriction may be amended should both signing parties agree.

On July 19, 2011, the Township Board of Trustees approved the amended PD Stage II final site plan for the Burning Bush Church of God, which authorized the First Amendment to the Original Planned Development Agreement. The First Amendment of the Original Planned Development Agreement was amended to change the use to a Place of Worship.

The plans as proposed will not amend the approved site plan with the exception landscape improvements. The interior of the building is proposed to have modifications in order to convert the building into office and warehouse/distribution use. From a parking and layout perspective, the site can accommodate the change in use without site plan modifications. The applicant has agreed to install landscaping per the original approved Landscape Plan.

Section 1900 of the Township Zoning Ordinance outlines the necessary procedure necessary to amend a previously approved Planned Development. In this particular case, when a change of use is proposed, the approval process must be repeated, including a public hearing before the Planning Commission. Subsequently, once the Planning Commission has held a public hearing, the Commission shall make a recommendation to the Board of Trustees.

RECOMMENDATION

Staff recommends the Planning Commission recommend approval to the Board of Trustees the amended PD Stage II Final Site Plan approval with the following conditions:

1. The applicant shall submit a development agreement acceptable to the Township Board of Trustees and the Township Attorney.
2. The use of the property shall be limited to office and warehouse/distribution use.
3. The applicant shall agree to replace all necessary landscaping per the originally approved site plan.

Suggested motions:

Motion to table:

“I move to table the request of the BankSupplies to amend the PD Stage II Final Site Plan dated November 14,2011 and to amend the executed Development Agreement dated December 07,2011 to permit the establishment of an office and warehouse/distribution use to be located at 770 James L. Hart Parkway, parcel K-11-17-361-005 in order to consider the comments presented during this public hearing.”

Motion to approve:

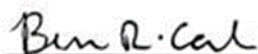
“I move to recommend approval to the Board of Trustees the request of the BankSupplies to amend the PD Stage II Final Site Plan dated November 14, 2011 and to amend the executed Development Agreement dated December 07, 2011 to permit the establishment of an office and warehouse/distribution use to be located at 770 James L. Hart Parkway, parcel K-11-17-361-005 with the following conditions:”

1. The applicant shall submit a development agreement acceptable to the Township Board of Trustees and the Township Attorney.
2. The use of the property shall be limited to office and warehouse/distribution use.
3. The applicant shall agree to replace all necessary landscaping per the originally approved site plan.

Motion to deny:

“I move to recommend approval to the Board of Trustees the request of the BankSupplies to amend the PD Stage II Final Site Plan dated November 14, 2011 and to amend the executed Development Agreement dated December 07, 2011 to permit the establishment of an office and warehouse/distribution use to be located at 770 James L. Hart Parkway, parcel K-11-17-361-005 due to the following reasons:”

Respectfully submitted,



CARLISLE/WORTMAN ASSOC., INC.
Benjamin R. Carlisle, AICP, LEED AP
Principal

Charter Township of Ypsilanti

RESOLUTION 2019-60

Resolution of Intent for the Charter Township of Ypsilanti to Convey 24.975 Acres Located at 1500 S. Huron Road to the Ann Arbor YMCA Conditioned Upon the YMCA to Construct and Operate a Recreational Facility Contingent Upon the Completion of YMCA's Due Diligent Investigations Including the Completion of a Feasibility Study and the Approval by the Parties of a Mutually Acceptable "Memorandum of Understanding" Setting Forth the Rights and Responsibilities of the Township and the Ann Arbor YMCA

WHEREAS, on **November 18, 2013** the Ypsilanti Township Board of Trustees approved Resolution Number 2003-13 wherein the Township Board authorized its professional consultants to proceed with the acquisition of the "**Seaver Farm Property**" located on the west side of Whittaker Road, south of I-94 which comprises approximately 163.382 acres of land, and

WHEREAS, Resolution 2003-13 specifically stated that one of the purposes of the acquisition of the "**Seaver Farm Property**" by the Township was to "...**not only provide a location for future governmental and recreational services needed by the Township's residents, but would also enable the Township Board to exercise much greater control over the future development in this portion of the Township while also preserving open space and woodlands so as to enhance the quality of life for all of the Township's residents,**" (emphasis supplied) and

WHEREAS, in 2004 the Township Board pursuant to Township Resolution 2004-49 acquired the "**Seaver Farm Property**" after conducting all of its due diligent investigations which included but was not limited to the following "**Due Diligence Investigation Reports.**"

1. **Phase I Environmental Site Assessment**, dated **June 18, 2004** (received **July 2, 2004**)
2. **Phase I Environmental Site Assessment Addendum**, dated **July 5, 2004** (received **July 7, 2004**)
3. **Phase II Subsurface Investigation Report**, dated **August 10, 2004** (received **August 12, 2004**)
4. **Preliminary Wetlands Assessment and Delineation Report**, dated **June 30, 2004** (received **August 5, 2004**); and
5. **Preliminary Wetlands Assessment and Delineation Report**, dated **October 22, 2004**, for the eastern portion of the Seaver Farm Property; and

WHEREAS, at a regular meeting of the Ypsilanti Township Board of Trustees held on **July 16, 2019** the Township Board approved the "**Memorandum**" from Supervisor Brenda L. Stumbo, Clerk Karen Lovejoy Roe and Treasurer Larry Doe (a copy of which is attached hereto and labeled Exhibit A), which Memorandum authorized *inter alia* for the Township's "**...legal counsel, engineers and departments to assist in gathering information on the Seaver Farm Property as a potential site for a YMCA state of the art programming and recreational facility,**" and

WHEREAS, subsequent to the **July 16, 2019** Township Board meeting, the Township's designated representatives delivered to the Ann Arbor YMCA President and CEO Toni Kayumi copies of all of the "**Due Diligent Investigation Reports**" that were obtained by the Township in 2004 so as to allow the Ann Arbor YMCA to commence its own "**Due Diligence Investigations**" given that the YMCA had identified a portion of the Seaver Farm Property as a potential site for a new "**State of the Art Facility,**" and

WHEREAS, on **August 20, 2019** Ann Arbor YMCA President and CEO Kayumi appeared before the Township Board to reaffirm the YMCA's interest in constructing and operating a new state of the art YMCA Recreation Facility on a portion of the Seaver Farm Property that would

include a number of amenities other than recreation including, but not limited to, “...**preschool and after school programming, a summer camp for kids, youth sports, a focus on the educational recreational and socialization aspect of what every child would need, with a commitment to provide service from infants all the way to senior citizens.**” President and CEO Kayumi also stated that the new YMCA would also “...**provide programs for chronic disease prevention and management and explained the many different programs the YMCA would provide for seniors so as to fulfill their mission statement that focuses on ‘Youth Development, Healthy Living and Social Responsibility,**” and

WHEREAS, during the **August 20, 2019** Township Board Work Session, President and CEO Kayumi emphasized that the future success of a new YMCA to be located on a portion of the Seaver Farm Property would depend upon a “**Public-Private Partnership**” as evident by Ypsilanti Township conveying a portion of the Seaver Farm Property (**24.975 acres**) with further contributions being made by the Washtenaw County Parks and Recreation (**\$30,000**) and the Washtenaw County Board of Commissioners to provide “**in kind services of \$45,000.**” These commitments would allow the Ann Arbor YMCA to conduct the necessary Feasibility Study for the proposed location which in turn will allow the Ann Arbor YMCA to commence with its fundraising campaign for this new state of the art recreational facility, and

WHEREAS President and CEO Kayumi requested the Township Board to commence with the necessary process to commit to the conveyance of approximately 24.95 acres of property located on the Seaver Farm Property which will ultimately result in a “**Mutually Acceptable Memorandum of Understanding between the Township and the YMCA**” wherein it will be the sole responsibility of the YMCA to

construct the new facility as well as to be solely responsible for the operation and maintenance of said facility and

WHEREAS the Township Board, on **August 20, 2019**, authorized Township legal counsel to commence preparing the appropriate documents so as to allow the Ann Arbor YMCA to commence with the necessary "**Feasibility Study**" as referenced herein while also insuring the Township's legal interests in said property are protected, and

WHEREAS Township legal counsel acting in concert with the Assessing Office obtained a professional survey and legal description for the property identified by the YMCA as the best location for the new state of the art recreational facility to be located on a portion of the Seaver Farm Property which survey and legal description was performed by Atwell on **October 16, 2019**, a copy of the survey and legal description being attached hereto and labeled Exhibit B, and

WHEREAS it is the professional opinion of the Township's Assessor Linda Gosselin and Deputy Assessor Brian McCleery that the value of the **24.975 acres** located on the Seaver Farm Property that is the subject of this resolution has a true cash value of **5.4 million dollars**, and

WHEREAS on **October 30, 2019** Deputy Assessor Brian McCleery prepared the necessary land division application for a portion of the Seaver Farm Property resulting in a new Parcel Identification Number and address for the **24.975 acres** for the Ann Arbor YMCA, a copy of Deputy Assessor McCleery's letter being attached hereto along with a copy of the aerial map depicting the **24.975 acres** being labeled Exhibit C, and

WHEREAS on **December 2, 2019** an internal meeting was held with President and CEO Kayumi wherein we discussed the proposed property that was under consideration by the Township Board to be conveyed to YMCA subject to a number of conditions including but not limited to the completion of a Feasibility Study, the financial commitments of other public partners to the new Eastern Washtenaw County YMCA, the completion of

Ann Arbor YMCA's due diligent investigations as well as the drafting and approval by the Township Board of a mutually acceptable "**Memorandum of Understanding Setting Forth the Rights and Responsibilities of the Township and YMCA.**"

NOW, THEREFORE THE YPSILANTI CHARTER TOWNSHIP BOARD OF TRUSTEES HEREBY RESOLVES AS FOLLOWS:

1. That the Ypsilanti Township Board approves **Resolution 2019-60** for the express purpose of conveying **24.975 acres** of property located at 1500 S. Huron Road to the Ann Arbor YMCA and conditioned upon the YMCA constructing and operating a new state of the art recreational facility for the benefit of Eastern Washtenaw County.
2. That the Ann Arbor YMCA complete all necessary due diligence investigations including the "**Feasibility Study**" and provide a copy of the Feasibility Study to the Township Board and legal counsel as soon as said Study has been completed.
3. That once the Feasibility Study has been completed that the Ann Arbor YMCA proceed with its Fundraising Campaign that will include a number of stakeholders from the public and private sectors.
4. That Resolution 2019-60 entitled "**Resolution of Intent**" shall remain in full force and effect for a period of one year so as to allow the Township and the Ann Arbor YMCA to prepare and submit for approval to the Township Board and the YMCA Board of Directors a mutually acceptable "**Memorandum of Understanding**" setting forth the rights and responsibilities of the Township and YMCA as it pertains to the construction and operation of the new facility located on the **24.975 acres** of the former Seaver Farm Property.
5. That this Resolution of Intent may be extended for an additional period of time (if necessary) upon approval by the Ypsilanti Township Board of Trustees otherwise said Resolution shall be rendered null and void in the event the parties do not approve a "**Memorandum of**

Understanding” within one year from the date of Resolution 2019-60 as it pertains to the construction and operation of the new YMCA facility.

EXHIBITS

- A - **July 8, 2019** Memorandum from Supervisor Brenda L. Stumbo, Clerk Karen Lovejoy Roe and Treasurer Larry Doe addressed to the Ypsilanti Township Board of Trustees

- B - **October 16, 2019** Survey and Legal Description of the Seaver Farm Property performed by Atwell which depicts the new legal description for the proposed YMCA

- C - **October 30, 2019** Letter from Deputy Assessor Brian McCleery addressed to Supervisor Stumbo confirming the new Parcel Identification Number for the proposed YMCA property located at 1500 S. Huron Road comprising 24.975 acres along with a copy of the aerial photograph depicting the property

EXHIBIT A

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



Clerk's Office

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

Charter Township of Ypsilanti

MEMORANDUM

To: Ypsilanti Township Board of Trustees

FROM: Brenda Stumbo, Supervisor
Karen Lovejoy Roe, Clerk
Larry Doe, Treasurer

RE: Authorization for the township legal counsel, engineers and departments to assist in gathering the information on the Seaver property that was purchased in 2003 by the Township for a potential site for a YMCA state of the art programing and recreational facility.

DATE: July 8, 2019

Part of the due diligence and request by the YMCA is to have all the property information including but not limited to environmental studies, wetlands, flood plain, soil conditions and location of existing infrastructure for the potential of a future recreation facility on the east side of our county on Huron Street, which is owned by Ypsilanti Township.

Washtenaw County Parks and Recreation and Washtenaw County have committed to a cash contribution of \$30,000 and in kind services of \$45,000 to assist in the funding of a feasibility study locating a state of the art recreation facility and outdoor recreation programing on the site for youth and seniors in the Ypsilanti area. The site consists of approximately 28 acres located east of Bosal and north of the post office. See attached aerial map that will assist in showing the property location.

The three full time officials are in support of locating a potential facility in our community with our contribution being the land and operation of the facility being the responsibility of YMCA. Our parks and recreation master plan and master plan for planning after receiving input from residents state that we are in need of a recreation center, with having a healthy community being a top priority.

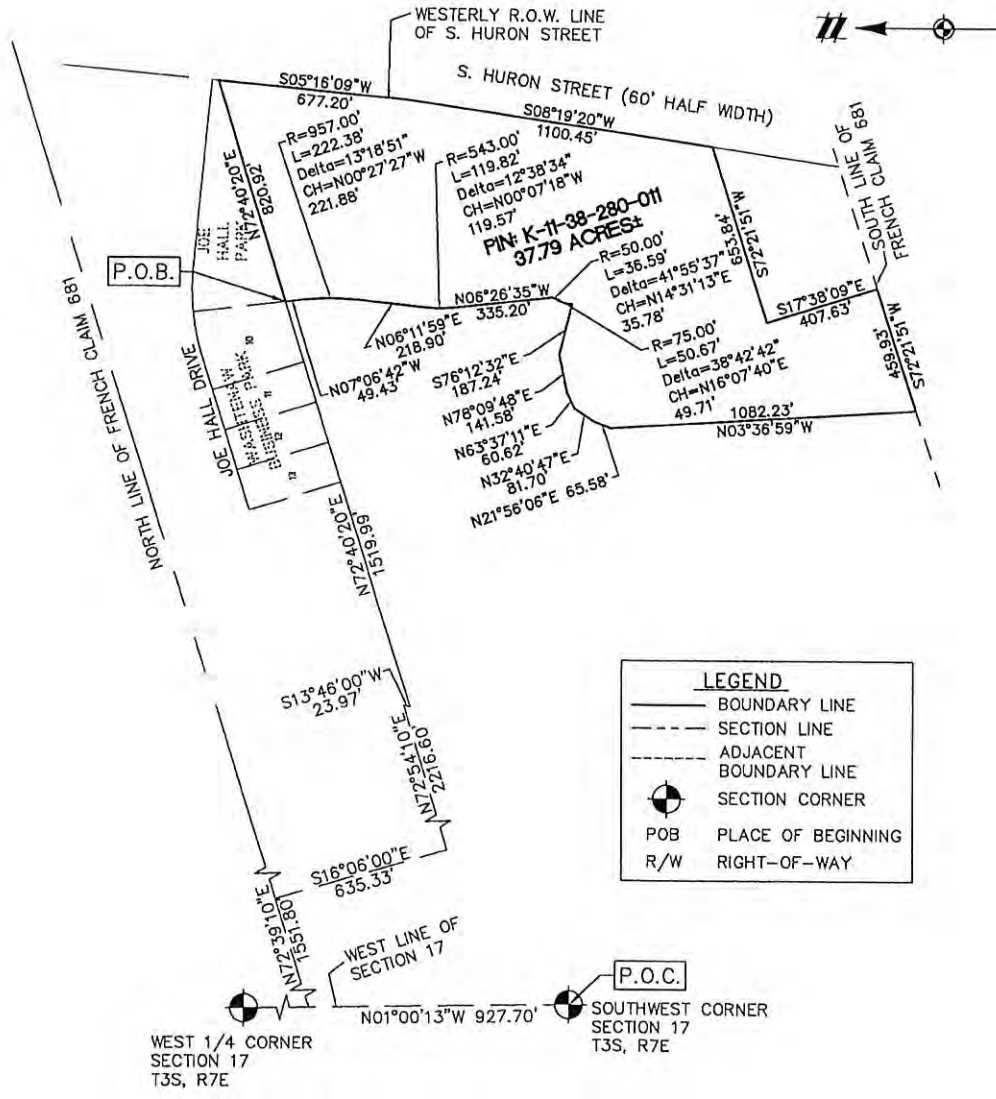
Our release of information and support for using public land for this purpose is the beginning steps that need to be taken to work toward our goal for a state of the art recreation facility. After meeting with YMCA Director on Friday July 5th with Trustee Monica Ross Williams, who is a member of the YMCA board, it was requested that the township provide the information on the property that is being considered in the feasibility study for a future site of a YMCA recreation and programming facility.

Please see attached Resolution No. 2003-13 approving the letter of intent to purchase the aforementioned property. As you can see in the second paragraph of the resolution the acquisition was not only for future governmental and recreational services needed by the township residents but would also exercise control over the future development, while also preserving open space and woodlands so as to enhance the quality of life for all the Township residents.


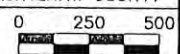
Hopefully the board will agree and see the potential use of this property as a recreational facility is in alignment with the 2003-13 Resolution and vision for purchase of the 163 plus acres and would be a great asset and blessing for our residents and others who will have access to this recreational facility.

The Director of the YMCA in Ann Arbor would like to do a presentation in August for the board during a work session on her vision of the facility, what the feasibility study would entail and answer questions you may have. She briefly mentioned there would be approximately 50 full time staff and hundreds of part time and seasonal staff needed to operate a large recreation and programming facility which would include two pools. One would be a zero depth indoor pool and a lap pool. A day care, preschool and after school programs would also be provided. If you would like a tour of the Ann Arbor YMCA please let Monica or I know and we can help arrange a visit.

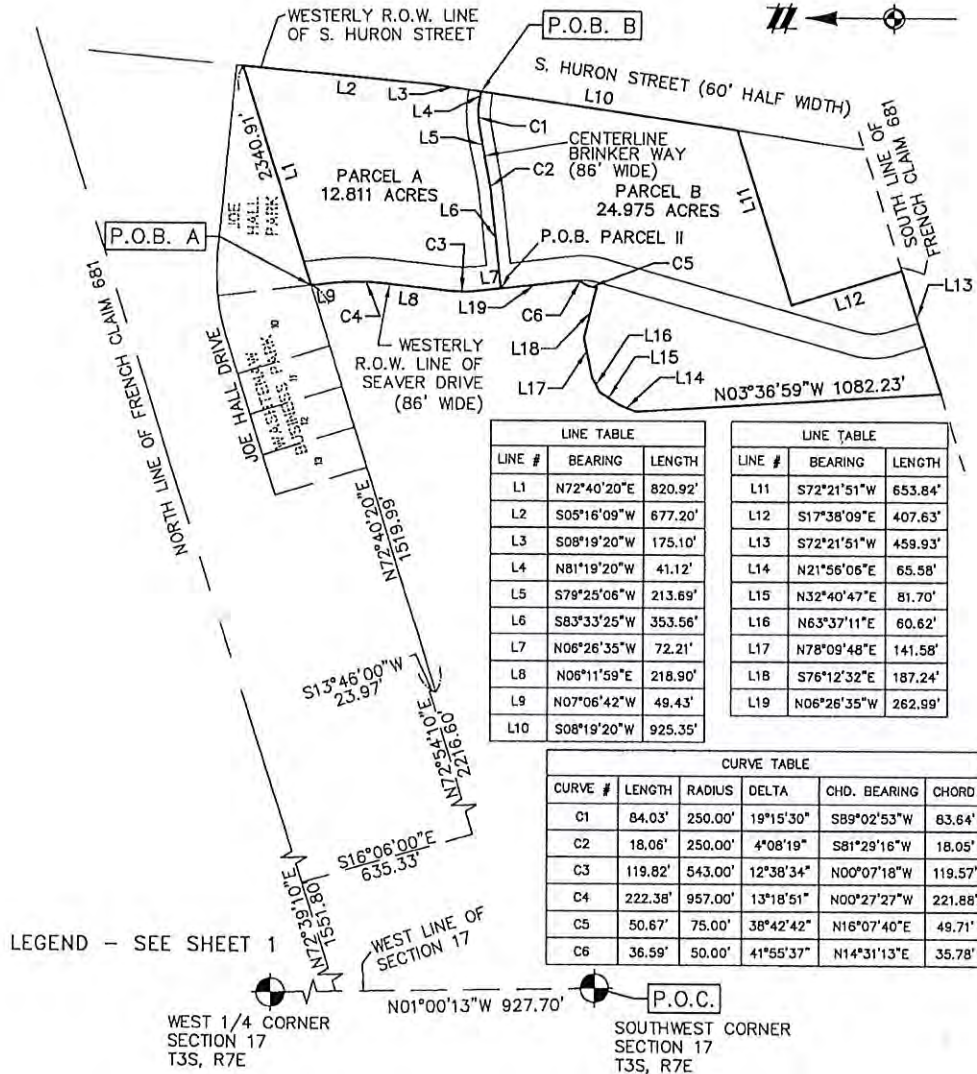
EXHIBIT B



TAX PARCEL NO. K-11-38-280-011
 BEARINGS ARE BASED ON THE WEST LINE OF SECTION 17, BEING N01°00'13\"/>

| | | |
|---|--|---|
| CLIENT CHARTER TOWNSHIP OF YPSILANTI PRELIMINARY SKETCH & DESCRIPTION OF A PARCEL SPLIT LOCATED IN SECTIONS 16, 17, 20 & 21 TOWN 03 SOUTH, RANGE 07 EAST YPSILANTI TOWNSHIP, WASHTENAW COUNTY | JOB: 19003237 DR. CLK BOOK NA SHEET 1 OF 3 FILE CODE: 19003237SU-01 | CAD SU-01 CH. CK PG. NA DATE: 10/16/2019 |
| |  866.850.4200 www.atwell-group.com | |
| | SCALE: 1 INCH = 500 FEET  | |
| | 2019/10/25 REV. ROAD NAMES | |

*Original
 37.79 acres*



| LINE # | BEARING | LENGTH |
|--------|-------------|---------|
| L1 | N72°40'20"E | 820.92' |
| L2 | S05°16'09"W | 677.20' |
| L3 | S08°19'20"W | 175.10' |
| L4 | N81°19'20"W | 41.12' |
| L5 | S79°25'06"W | 213.69' |
| L6 | S83°33'25"W | 353.56' |
| L7 | N06°26'35"W | 72.21' |
| L8 | N06°11'59"E | 218.90' |
| L9 | N07°06'42"W | 49.43' |
| L10 | S08°19'20"W | 925.35' |

| LINE # | BEARING | LENGTH |
|--------|-------------|---------|
| L11 | S72°21'51"W | 653.84' |
| L12 | S17°38'09"E | 407.63' |
| L13 | S72°21'51"W | 459.93' |
| L14 | N21°56'06"E | 65.58' |
| L15 | N32°40'47"E | 81.70' |
| L16 | N63°37'11"E | 60.62' |
| L17 | N78°09'48"E | 141.58' |
| L18 | S76°12'32"E | 187.24' |
| L19 | N06°26'35"W | 262.99' |

| CURVE # | LENGTH | RADIUS | DELTA | CHD. BEARING | CHORD |
|---------|---------|---------|-----------|--------------|---------|
| C1 | 84.03' | 250.00' | 19°15'30" | S89°02'53"W | 83.64' |
| C2 | 18.06' | 250.00' | 4°08'19" | S81°29'16"W | 18.05' |
| C3 | 119.82' | 543.00' | 12°38'34" | N00°07'18"W | 119.57' |
| C4 | 222.38' | 957.00' | 13°18'51" | N00°27'27"W | 221.88' |
| C5 | 50.67' | 75.00' | 38°42'42" | N16°07'40"E | 49.71' |
| C6 | 36.59' | 50.00' | 41°55'37" | N14°31'13"E | 35.78' |

LEGEND - SEE SHEET 1

NOTE: NO FIELD WORK WAS PERFORMED FOR PURPOSES OF THIS SKETCH

TAX PARCEL NO. K-11-38-280-011
 BEARINGS ARE BASED ON THE WEST LINE OF SECTION 17, BEING N01°00'13"W, PER L.4528, PG.921

| | | |
|---|--------------------------|------------------|
| CLIENT CHARTER TOWNSHIP OF YPSILANTI PRELIMINARY SKETCH & DESCRIPTION OF A PARCEL SPLIT LOCATED IN SECTIONS 16, 17, 20 & 21 TOWN 03 SOUTH, RANGE 07 EAST YPSILANTI TOWNSHIP, WASHTENAW COUNTY | JOB: 19003237 | CAD SU-01 |
| | DR. CLK | CH. CK |
| | BOOK NA | PG. NA |
| | SHEET 2 OF 3 | DATE: 10/16/2019 |
| | FILE CODE: 19003237SU-01 | |
| 866.850.4200 www.atwell-group.com | | |

2019/10/25 REV. ROAD NAMES

Created
 Parcel A = 12.811
 Parcel B = 24.975
 Proposed

SCALE: 1 INCH = 500 FEET
 0 250 500

original description

DESCRIPTION OF TAX PARCEL K-11-38-280-011 PER EASEMENT AGREEMENT RECORDED IN L.4528, PG.921, WASHTENAW COUNTY RECORDS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 17, T3S, R7E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE N01°00'13"W 927.70 FEET ALONG THE WEST LINE OF SECTION 17; THENCE N72°39'10"E 1551.80 FEET ALONG THE NORTH LINE OF SAID FRENCH CLAIM 681; THENCE S16°06'00"E 635.33 FEET; THENCE N72°54'10"E 2216.60 FEET; THENCE S13°46'00"W 23.97 FEET; THENCE N72°40'20"E 1519.99 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING N72°40'20"E 820.92 FEET; THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF WHITTAKER ROAD (60' 1/2 WIDTH) THE FOLLOWING TWO COURSES: S05°16'09"W 677.20 FEET, AND S08°19'20"W 1100.45 FEET; THENCE S72°21'51"W 653.84 FEET; THENCE S17°38'09"E 407.63 FEET; THENCE S72°21'51"W 459.93 FEET ALONG THE SOUTH LINE OF SAID FRENCH CLAIM 681; THENCE N03°36'59"W 1082.23 FEET; THENCE N21°56'06"E 65.58 FEET; THENCE N32°40'47"E 81.70 FEET; THENCE N63°37'11"E 60.62 FEET; THENCE N78°09'48"E 141.58 FEET; THENCE S76°12'32"E 187.24 FEET; THENCE 50.67 FEET ALONG THE ARC OF A 75.00 FOOT RADIUS NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF 38°42'42", HAVING A CHORD WHICH BEARS N16°07'40"E 49.71 FEET; THENCE 36.59 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS REVERSE CIRCULAR CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 41°55'37", HAVING A CHORD WHICH BEARS N14°31'13"E 35.78 FEET; THENCE N06°26'35"W 335.20 FEET; THENCE 119.82 FEET ALONG THE ARC OF A 543.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF 12°38'34", HAVING A CHORD WHICH BEARS N00°07'18"W 119.57 FEET; THENCE N06°11'59"E 218.90 FEET; THENCE 222.38 FEET ALONG THE ARC OF A 957.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 13°18'51", HAVING A CHORD WHICH BEARS N00°27'27"W 221.88 FEET; THENCE N07°06'42"W 49.43 FEET TO THE PLACE OF BEGINNING, BEING PART OF THE SOUTHWEST 1/4 OF SECTION 17 AND THE NORTHWEST 1/4 OF SECTION 20, CONTAINING 37.79 ACRES OF LAND, MORE OR LESS, SUBJECT TO EASEMENTS, CONDITIONS, RESTRICTIONS AND EXCEPTIONS OF RECORD, IF ANY.

Two New Description

DESCRIPTION OF A 12.811 ACRE PARCEL (PARCEL A) LOCATED IN THE SOUTHWEST 1/4 OF SECTION 16, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 17, T3S, R7E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE N01°00'13"W 927.70 FEET ALONG THE WEST LINE OF SECTION 17; THENCE N72°39'10"E 1551.80 FEET ALONG THE NORTH LINE OF FRENCH CLAIM 681; THENCE S16°06'00"E 635.33 FEET; THENCE N72°54'10"E 2216.60 FEET; THENCE S13°46'00"W 23.97 FEET; THENCE N72°40'20"E 1519.99 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING N72°40'20"E 820.92 FEET; THENCE S05°16'09"W 677.20 FEET ALONG THE WESTERLY RIGHT OF WAY LINE OF SOUTH HURON STREET (60 FEET HALF WIDTH); THENCE S08°19'20"W 175.10 FEET ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID SOUTH HURON STREET; THENCE ALONG THE CENTERLINE OF BRINKER WAY (86 FEET WIDE) THE FOLLOWING FIVE (5) COURSES: N81°19'20"W 41.12 FEET, 84.03 FEET ALONG THE ARC OF A 250.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING S89°02'53"W 83.64 FEET, S79°25'06"W 213.69 FEET, 18.06 FEET ALONG THE ARC OF A 250.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, CHORD BEARING S81°29'16"W 18.05 FEET, AND S83°33'25"W 353.56 FEET; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SEAVER DRIVE (86 FEET WIDE) THE FOLLOWING FIVE (5) COURSES: N06°26'35"W 72.21 FEET, 119.82 FEET ALONG THE ARC OF A 543.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, CHORD BEARING N00°07'18"W 119.57 FEET, N06°11'59"E 218.90 FEET, 222.38 FEET ALONG THE ARC OF A 957.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING N00°27'27"W 221.88 FEET, AND N07°06'42"W 49.43 FEET TO THE PLACE OF BEGINNING, CONTAINING 12.811 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE SOUTHERLY AND WESTERLY PORTIONS THEREOF AS OCCUPIED BY SAID BRINKER WAY AND SEAVER DRIVE, RESPECTIVELY, ALSO BEING SUBJECT TO EASEMENTS, CONDITIONS, RESTRICTIONS AND EXCEPTIONS OF RECORD, IF ANY.


Proposed

UMCA Proposed New Description

DESCRIPTION OF A 24.975 ACRE PARCEL (PARCEL B) LOCATED IN THE SOUTHWEST 1/4 OF SECTION 16, SOUTHEAST 1/4 OF SECTION 17, NORTHEAST 1/4 OF SECTION 20 AND THE NORTHWEST 1/4 OF SECTION 21, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 17, T3S, R7E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE N01°00'13"W 927.70 FEET ALONG THE WEST LINE OF SECTION 17; THENCE N72°39'10"E 1551.80 FEET ALONG THE NORTH LINE OF FRENCH CLAIM 681; THENCE S16°06'00"E 635.33 FEET; THENCE N72°54'10"E 2216.60 FEET; THENCE S13°46'00"W 23.97 FEET; THENCE N72°40'20"E 2340.91 FEET; THENCE S05°16'09"W 677.20 FEET ALONG THE WESTERLY RIGHT OF WAY LINE OF SOUTH HURON STREET (60 FEET HALF WIDTH); THENCE S08°19'20"W 175.10 FEET ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID SOUTH HURON STREET FOR A PLACE OF BEGINNING; THENCE CONTINUING ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH HURON STREET S08°19'20"W 925.35 FEET; THENCE S72°21'51"W 653.84 FEET; THENCE S17°38'09"E 407.63 FEET; THENCE S72°21'51"W 459.93 FEET ALONG THE SOUTH LINE OF SAID FRENCH CLAIM 681; THENCE N03°36'59"W 1082.23 FEET; THENCE N21°56'06"E 65.58 FEET; THENCE N32°40'47"E 81.70 FEET; THENCE N63°37'11"E 60.62 FEET; THENCE N78°09'48"E 141.58 FEET; THENCE S76°12'32"E 187.24 FEET; THENCE 50.67 FEET ALONG THE ARC OF A 75.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, CHORD BEARING N16°07'40"E 49.71 FEET; THENCE 36.59 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING N14°31'13"E 35.78 FEET; THENCE N06°26'35"W 262.99 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SEAVER DRIVE (86 FEET WIDE); THENCE ALONG THE CENTERLINE OF BRINKER WAY (86 FEET WIDE) THE FOLLOWING FIVE (5) COURSES: N83°33'25"E 353.56 FEET, 18.06 FEET ALONG THE ARC OF A 250.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING N81°29'16"E 18.05 FEET, N79°25'06"E 213.69 FEET, 84.03 FEET ALONG THE ARC OF A 250.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, CHORD BEARING N89°02'53"E 83.64 FEET, AND S81°19'20"E 41.12 FEET TO THE PLACE OF BEGINNING, CONTAINING 24.975 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE NORTHERLY AND WESTERLY PORTIONS THEREOF AS OCCUPIED BY SAID BRINKER WAY AND SEAVER DRIVE, RESPECTIVELY, ALSO BEING SUBJECT TO EASEMENTS, CONDITIONS, RESTRICTIONS AND EXCEPTIONS OF RECORD, IF ANY.

Proposed

| | | |
|---|--|------------------|
| CLIENT CHARTER TOWNSHIP OF YPSILANTI PRELIMINARY SKETCH & DESCRIPTION OF A PARCEL SPLIT LOCATED IN SECTIONS 16, 17, 20 & 21 TOWN 03 SOUTH, RANGE 07 EAST YPSILANTI TOWNSHIP, WASHTENAW COUNTY | JOB: 19003237 | CAD SU-01 |
| | DR. CLK | CH. CK |
| | BOOK NA | PG. NA |
| | SHEET 3 OF 3 | DATE: 10/16/2019 |
| | FILE CODE: 19003237SU-01 | |
| SCALE: NONE |  866.850.4200 www.atwell-group.com | |

2019/10/25 REV. ROAD NAMES

EXHIBIT C

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



Assessor's Office

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

Charter Township of Ypsilanti

October 30, 2019

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

K-11-38-280-011 Retired parcel

Ms. Stumbo,

Please be advised that the land division application that was submitted for the division of the above Ypsilanti Township owned property located at 1500 S. Huron St. has been approved as per P.A. 288 of 1967. (MCL 560.101 et. seq.)

Your application has been reviewed and meets compliance by the Office of Community Standards per the Ypsilanti Township Land Division Ordinance, Appendix C Section 300 (b)2.

Listed below is the new parcel identification numbers that will appear on the tax roll in 2020.

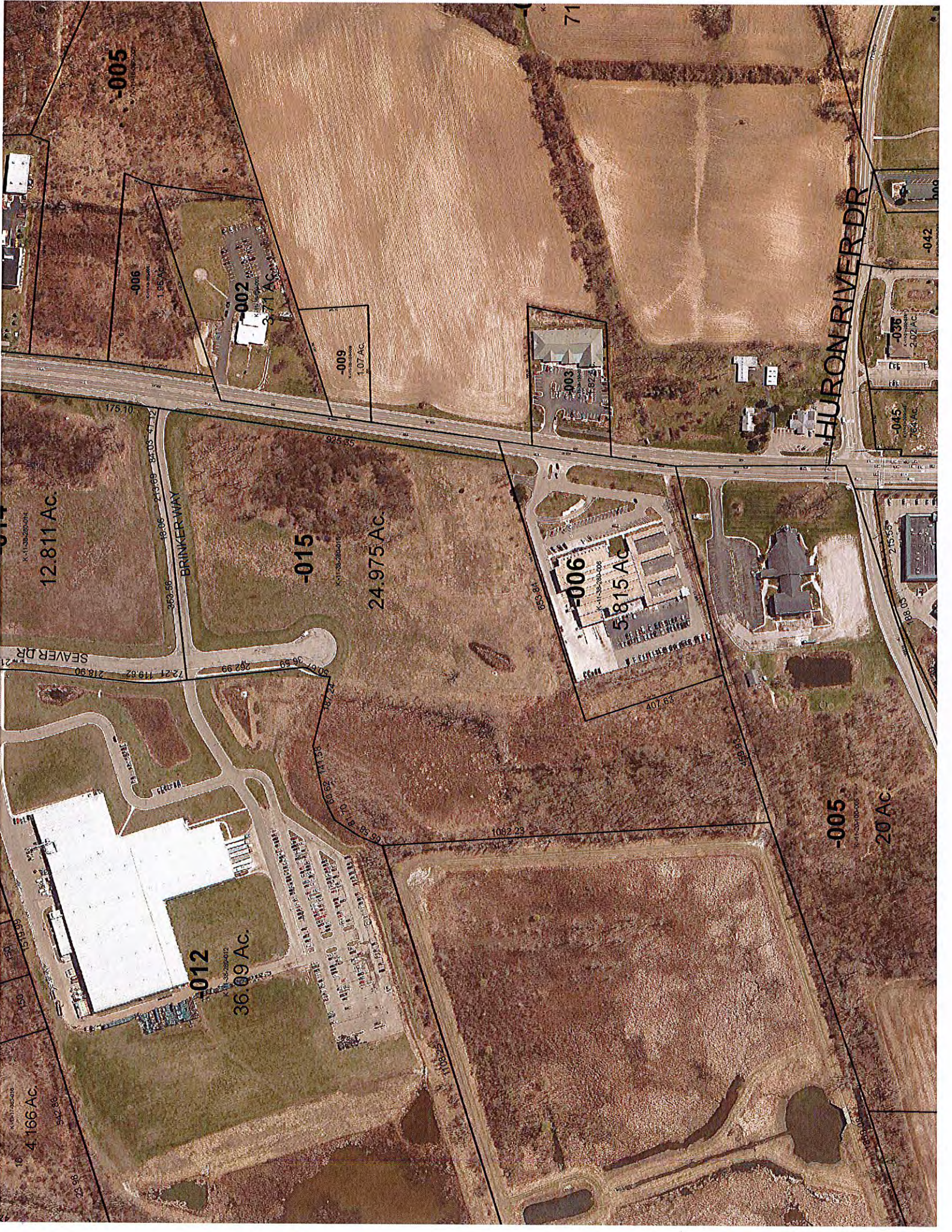
| <u>Parcel #:</u> | <u>Property Address:</u> | | |
|------------------|--------------------------|----------|-----------|
| K-11-38-280-014 | 1420 S Huron St. | Parcel A | 12.811 ac |
| K-11-38-280-015 | 1500 S Huron St. | Parcel B | 24.975 ac |

Should you have any questions, please don't hesitate contacting me.

Sincerely,


Brian McCleery
Deputy Assessor

CC: File



-005

71

HURON RIVER DR

-006
1.98 AC

-002
3.71 AC

-009
1.07 AC

-003
2.02 AC

-042

-035
2.02 AC

-045
76.4 AC

175.10

925.55

12.811 AC

-015
24.975 AC

-006
58.15 AC

SEAVER DR

BRINKER WAY

14.73

177.23

407.64

-005

20 AC

-012

36.09 AC

4.166 AC

1052.23

1100

100

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: Wayne Dudley – Building Operations Superintendent

DATE: December 6, 2019

RE: Approval & authorization of signing of a 5-year maintenance agreement with W.J. O’Neil Company for preventative maintenance, & emergency repair of the mechanical systems at Township buildings.

In November 2017, Jeff Allen came to the board to request a service agreement with WJ O’Neil for our HVAC systems though out the Township for 2018. It has been very beneficial in minimizing our service calls & expenses on this equipment.

In 2019, WJ O’Neil agreed to extend the agreement with no cost adjustments.

As you may recall, all of the Civic Center mechanical equipment was installed in 2009 (10 years old) and the Community Center in 2011(8 years), the warranties are now long expired and the units are requiring additional work to keep them operating in extreme temperatures. We also had equipment installed at the LEC & 14B Court (2011).

Now we are in another situation with the control software. IT is telling us that the Server Operating System (OS) that the Honeywell software is running on hits End of Life Jan 15th 2020. At which point no security patches will be issued for the underlining OS. This will pose a security threat to the Township's network. Once the system has been updated, we won’t have to go through this process again until 2026. IT & RSD would suggest that software maintenance agreements are maintained. Our other software systems we have in place this comes out of the Computer Support budget 101.266.000.934.000. This account will need a budget

amendment after the first of the year. This service agreement attached includes installation of software & maintenance upgrades for 5 years.

In the time since the warranty expiration, we have called upon W.J. O’Neil to do our mandatory state boiler inspections and quarterly maintenance, but also when our boilers & air conditioning have failed over the past few years. They have been very responsive as their service reps live here in Washtenaw Co. Furthermore, they take the time to show our maintenance staff how to trouble shoot the issues to try to save (comfort) calls and trips in the future. By being under an agreement, we also get priority over others when it comes to an emergency heat or A/C call. We also get a 33% discount on the hourly rate of their work.

We are asking that the board authorize the signing of a 5-year agreement with W.J. O’Neil to enter this maintenance agreement for our mechanical systems at the following 4 buildings, and for the software install & maintenance agreement with the monthly costs as follows:

| | 2018\2019 | | 2020-2024 | | increase |
|--|-----------|----------|-----------|----------|----------|
| | per Mo | Annual | per Mo | Annual | |
| Civic Center - currently budgeted in 101.265.000.818.001 | \$ 833 | \$ 9,996 | \$ 885 | \$10,620 | 6% |
| Community Center - currently budgeted in 230.751.000.818.002 | \$1,135 | \$13,620 | \$1,182 | \$14,184 | 4% |
| 14B Court - currently budgeted in 236.136.000.933.001 | \$ 391 | \$ 4,692 | \$ 416 | \$ 4,992 | 6% |
| L. E. C - currently budgeted in 266.301.000.931.015 | \$ 415 | \$ 4,980 | \$ 441 | \$ 5,292 | 6% |
| Software & Control Planned Maintenance Agreement** | \$ - | \$ - | \$1,198 | \$14,376 | NEW |

****Would require a budget amendment in January for acct# 101.266.000.934.000**

The agreements would run from January 1, 2020 through the end of the calendar Year 2024.

There would still be some repair charges when things break down or need additional work, but with this agreement, 90% of the ‘surprise’ breakdowns should be avoided.

You will find the description & timing of their services in the attached documents as listed per building.

Respectfully,

Wayne Dudley
Building Operations Superintendent

PLANNED MAINTENANCE AGREEMENT

FOR

Charter Township of Ypsilanti
Township Hall
7200 S. Huron River Drive
Ypsilanti, Michigan 48197



Attn: Mr. Wayne Dudley – Building Operations

PLANNED MAINTENANCE AGREEMENT

THE W.J. O'NEIL COMPANY WILL:

- Provide and maintain inspection reports and equipment log sheets for the specified equipment.
- Provide preferential service at all times over non-contract customers.
- Notify you of any repairs required, as revealed during the inspection.
- Provide an estimate to correct or repair such conditions for your approval.
- Perform only the work or repairs which have been authorized by you or your representative.
- Preferred customer regular service rate for Mon – Fri. except Holidays.
- Preferred customer overtime service rate for after 4:30 p.m. Mon-Fri. and service on Saturdays & Sundays.
- Preferred customer premium service rates for Holidays.
- Perform the services listed on the enclosed checklist (when applicable to your equipment) to the best of our ability and to keep your equipment operating properly and efficiently.
- Deliver our technician, tools and test equipment to your site as well as supply transportation to pick up parts and materials for a daily truck charge.

INSPECTION SCHEDULES:

| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|-----------------|------|-----|-----|------|-----|-----|------|-----|-----|-------|-----|-----|
| Chiller 1 | | | | SS | | CC | O | | | | | |
| Pump 1 | O | | | O | | | O | | | | | |
| Pump 2 | O | | | O | | | O | | | | | |
| AHU-1 | O,FC | | | O,FC | | | O,FC | | | O,FC | | |
| AHU-2 | O,FC | | | O,FC | | | O,FC | | | O,FC | | |
| AHU -3 | O,FC | | | O,FC | | | O,FC | | | O,FC | | |
| AHU-4 | O,FC | | | O,FC | | | O,FC | | | O,FC | | |
| Boiler 1 | O | | | | | | | | | CSD-1 | | |
| Boiler 2 | O | | | | | | | | | CSD-1 | | |
| Boiler 3 | O | | | | | | | | | CSD-1 | | |
| HW Pump 1 | O | | | | | | | | | O | | |
| HW Pump 2 | O | | | | | | | | | O | | |
| Sidewalk Boiler | O | | | | | | | | | CSD-1 | | |
| UH-1 | | | | | | | | | | FS | | |
| AC-1 | | | | SS | | CC | O | | | | | |

| |
|----------------------------------|
| Service Delivery |
| Key for designations |
| O = Operational Assessment |
| FC = Filter Change |
| CC = Condenser Coil Cleaning |
| SS = Spring Start-up |
| FS = Fall Start-up |
| CSD-1 = State Boiler Safety Test |



EQUIPMENT:

| | | | | | |
|---|-----------------------------|-----------|--------------|----------------|--------------|
| 1 | Township Hall Upper Roof | Chiller 1 | Trane | RTAC155 | U10A06399 |
| 1 | Township Hall Upper Mech Rm | Pump 1 | Marathon | 213TTDBA4026AA | 5 HP |
| 1 | Township Hall Upper Mech Rm | Pump 2 | Marathon | 213TTDBA4026AA | 5 HP |
| 1 | Township Hall Upper Mech Rm | AHU-1 | | | |
| 1 | 1st Floor | AHU-2 | | | |
| 1 | 2nd Floor | AHU -3 | | | |
| 1 | Board Room | AHU-4 | | | |
| 1 | Boiler Room | Boiler 1 | Copper Fin 2 | KBN800 | L08H10089033 |
| 1 | Boiler Room | Boiler 2 | Copper Fin 2 | CHN1441 | L08H00215335 |
| 1 | Boiler Room | Boiler 3 | Lochinvar | Knight XL800 | |
| 1 | Boiler Room | HW Pump 1 | Marathon | | 2 HP |
| 1 | Boiler Room | HW Pump 2 | Marathon | | 2 HP |
| 1 | Maintenance Shop | UH-1 | | | |
| 1 | IT Room AC | AC-1 | | | |

SERVICES PROVIDED

Air Handlers

Operational Assessment / Quarterly

- Check air filter and housing integrity.
- Change air filter quarterly.
- Check control system and devices for evidence of improper operation.
- Check P-trap. Prime as needed to ensure proper operation.
- Check fan belt tension. Check for belt wear and proper alignment.
- Check variable frequency drive for proper operation.
- Check for proper operation of cooling or heating coil.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check for fouling, corrosion or degradation.
- Check drive, alignment, wear, seating and operation.
- Check integrity of all panels on equipment.
- Lubricate field serviceable bearings.
- Check drain pan, drain line and coil for biological growth. Clean as needed.
- Check coil fins for evidence of build-up or fouling.
- Inspect for evidence of moisture carryover beyond the drain pan from cooling coils.
- Check for proper damper operation. Adjust as needed.
- Check condensate drain for proper operation.

Chillers-Air-Cooled

Inspection / Maintenance Task Frequency

- Check control system and devices for evidence of improper operation.
- Check condenser fan for wear and proper alignment.
- Check variable frequency drive for proper operation.
- Check control box for dirt, debris and/or loose terminations.
- Check motor contactor for pitting or other signs of damage.
- Check fan blades.
- Check refrigerant system pressures and/or temperatures.
- Check for fouling, corrosion or degradation.



- Lubricate field serviceable bearings.
- Check for proper fluid flow.
- Inspect air-cooled condenser surfaces.
- Check low ambient head pressure control sequence for proper operation.
- Check compressor oil level and or pressure on refrigerant systems having oil level and or pressure measurement means.

Boilers

Seasonal Start Up/ Annual

- Inspect blow-down or drain valve. Clear all debris to ensure proper operation.
- Check pumps and controls.
- Check control system and devices for evidence of improper operation.
- Check control box for dirt, debris and/or loose connections. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check for fouling, corrosion or degradation.
- Check for evidence of build-up or fouling on heat exchange surfaces (tubes).
- Check combustion chamber, burner and flue for deterioration, moisture problems, condensation, and combustion products.
- Examine heat exchange for cracks or holes.

Boilers

CSD -1 / Annual

- Perform and document State Safety Test with Combustion Analysis.

Boilers

Operational Assessment / Annual

- Check control system and devices for evidence of improper operation.
- Check combustion chamber, burner and flue for deterioration, moisture problems, condensation, and combustion products.
- Examine heat exchange for cracks or holes.

Pumps

Operational Assessment / Semi-Annual

- Check control system and devices for evidence of improper operation.
- Check variable frequency drive for proper operation.
- Visually inspect pumps and associated electrical components.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check drive alignment, wear, bearing and coupling seating and operation.
- Check for proper fluid flow.
- Lubricate field serviceable bearings.

Unit Heaters

Fall Start up / Annual

- Check control system and devices for evidence of improper operation.
- Check for proper operation of heat exchanger.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check fan blades to ensure proper operation.
- Check for fouling, corrosion or degradation.
- Check the drive alignment, wear, seating and operation.
- Lubricate field serviceable bearings.

GENERAL CONDITIONS:

All services will be performed during our normal working hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, except holidays. Authorizations for repairs are to be made promptly. Failure to do so may release and terminate all obligations of the W.J. O'NEIL COMPANY. The obligation to furnish repair or replacement parts is subject to availability of such from normal supply sources.

W.J. O'NEIL COMPANY shall not be held liable or responsible for conditions beyond it's control, such as main electrical power failure, improper voltage, loss of phase, freezing, contaminated water or atmosphere, acts of god, rioting, acts of terrorism, vandalism or commercial delays. It is agreed that W.J. O'NEIL COMPANY shall not be held responsible for system design, changes in governmental code, insurance requirements, or obsolescence. In the event that additions, alterations, repairs or adjustments are made to the system by others, this agreement is terminable at our option upon written notice.

TERMS:

This agreement shall be in effect from **January 1, 2020** to **December 31, 2024** and may be canceled by either party, upon a thirty-day written notice to the other party.

This agreement shall automatically renew itself and shall continue until one party gives a thirty-day written notice of its desire to terminate the agreement with the other party.

Contract prices, unless noted, can only be adjusted on the anniversary date of this agreement, unless equipment is added or deleted from this agreement.

W.J.O'NEIL COMPANY Planned Maintenance Agreement will be furnished for the net sum of:

**\$10,620 (Ten Thousand Six Hundred Twenty and 00/100 Dollars) per year
Payable in 12 Monthly payments @ \$885.00 Month**

YOUR ACCEPTANCE

OUR APPROVAL

Company

W.J. O'NEIL COMPANY

Company

By:



By: Mark A. Pavlicek, C.E.M.
Account Executive

Title:

Date:



PLANNED MAINTENANCE AGREEMENT

FOR

Charter Township of Ypsilanti
Ypsilanti Community Center
2025 E. Clark Road
Ypsilanti, Michigan 48198



Attn: Mr. Wayne Dudley – Building Operations

PLANNED MAINTENANCE AGREEMENT

THE W.J. O'NEIL COMPANY WILL:

- Provide and maintain inspection reports and equipment log sheets for the specified equipment.
- Provide preferential service at all times over non-contract customers.
- Notify you of any repairs required, as revealed during the inspection.
- Provide an estimate to correct or repair such conditions for your approval.
- Perform only the work or repairs which have been authorized by you or your representative.
- Preferred customer regular service rate for Mon – Fri. except Holidays.
- Preferred customer overtime service rate for after 4:30 p.m. Mon-Fri. and service on Saturdays & Sundays.
- Preferred customer premium service rates for Holidays.
- Perform the services listed on the enclosed checklist (when applicable to your equipment) to the best of our ability and to keep your equipment operating properly and efficiently.
- Deliver our technician, tools and test equipment to your site as well as supply transportation to pick up parts and materials for a daily truck charge.

INSPECTION SCHEDULES:

| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|--------|------|-----|-----|-------|-----|-----|---------|-----|-----|--------|-----|-----|
| RTU-1 | O,FC | | | SS,FC | | | CC,O,FC | | | FS, FC | | |
| RTU-1A | O,FC | | | SS,FC | | | CC,O,FC | | | FS, FC | | |
| RTU-2 | O,FC | | | SS,FC | | | CC,O,FC | | | FS, FC | | |
| RTU-2A | O,FC | | | SS,FC | | | CC,O,FC | | | FS, FC | | |
| RTU-3 | O,FC | | | SS,FC | | | CC,O,FC | | | FS, FC | | |
| RTU-4 | O,FC | | | SS,FC | | | CC,O,FC | | | FS, FC | | |
| RTU-5 | O,FC | | | SS,FC | | | CC,O,FC | | | FS, FC | | |
| RTU-6 | O,FC | | | SS,FC | | | CC,O,FC | | | FS, FC | | |
| RTU-6A | O,FC | | | SS,FC | | | CC,O,FC | | | FS, FC | | |
| RTU-7 | O,FC | | | SS,FC | | | CC,O,FC | | | FS, FC | | |
| RTU-7A | O,FC | | | SS,FC | | | CC,O,FC | | | FS, FC | | |
| RTU-8 | O,FC | | | SS,FC | | | CC,O,FC | | | FS, FC | | |
| RTU-8A | O,FC | | | SS,FC | | | CC,O,FC | | | FS, FC | | |
| RTU-9 | O,FC | | | SS,FC | | | CC,O,FC | | | FS, FC | | |
| RTU-10 | O,FC | | | SS,FC | | | CC,O,FC | | | FS, FC | | |
| RTU-11 | O,FC | | | SS,FC | | | CC,O,FC | | | FS, FC | | |
| RTU-12 | O,FC | | | SS,FC | | | CC,O,FC | | | FS, FC | | |
| RTU-13 | O,FC | | | SS,FC | | | CC,O,FC | | | FS, FC | | |
| RTU-14 | O,FC | | | SS,FC | | | CC,O,FC | | | FS, FC | | |
| RTU-15 | O,FC | | | SS,FC | | | CC,O,FC | | | FS, FC | | |
| RTU-16 | O,FC | | | SS,FC | | | CC,O,FC | | | FS, FC | | |
| RTU-17 | O,FC | | | SS,FC | | | CC,O,FC | | | FS, FC | | |
| RTU-18 | O,FC | | | SS,FC | | | CC,O,FC | | | FS, FC | | |
| RTU-19 | O,FC | | | SS,FC | | | CC,O,FC | | | FS, FC | | |
| UH - 1 | | | | | | | | | | FS | | |
| UH - 2 | | | | | | | | | | FS | | |
| AHU-1 | O,FC | | | SS,FC | | | CC,O,FC | | | FS, FC | | |
| COND-1 | O,FC | | | SS,FC | | | CC,O,FC | | | FS, FC | | |



| |
|------------------------------|
| Service Delivery |
| Key for designations |
| O = Operational Assessment |
| FC = Filter Change |
| CC = Condenser Coil Cleaning |
| SS = Spring Start-up |
| FS = Fall Start-up |

EQUIPMENT:

| | | | |
|--------|--------|----------------------------|------------|
| RTU-1 | Trane | YSC036A3RLA2YD000A1000000 | 815100181L |
| RTU-1A | Trane | YSC036E3RHA19D000A10201A0 | 111110717L |
| RTU-2 | Trane | YSC036E3RHA19D000A10201A0 | 111110701L |
| RTU-2A | Trane | YSC036A3RLA2YD000A10000000 | 815100177L |
| RTU-3 | Trane | YSC060E3RHA18D000A10201A0 | 111110631L |
| RTU-4 | Trane | YSC072E3RHA12D000A10201A0 | 111110642L |
| RTU-5 | Trane | YSC060E3RHA18D000A10201A0 | 111110623I |
| RTU-6 | Trane | YSC060E3RHA18D000A10201A0 | 111110679L |
| RTU-6A | Bryant | 580FPV036074ABGA | 0504G30414 |
| RTU-7 | Trane | YSC060E3RHA18D000A10201A0 | 111110639L |
| RTU-7A | Bryant | 580FPV036074ABGA | 0504G30413 |
| RTU-8 | Trane | YSC060E3RHA18D000A10201A0 | 111110655L |
| RTU-8A | Bryant | 580FPV036074ABGA | 0504G30410 |
| RTU-9 | Trane | YSC060E3RHA18D000A10201A0 | 111110671L |
| RTU-10 | Trane | YSC060E3RHA18D000A10201A0 | 111110663L |
| RTU-11 | Trane | YSC048E3RHA17D000A10201A0 | 111110611L |
| RTU-12 | Trane | YSC060E3RHA18D000A10201A0 | 111110613L |
| RTU-13 | Trane | YSC060E3RHA18D000A10201A0 | 111110647L |
| RTU-14 | Trane | YSC048E3RHA17D000A10201A0 | 111110621L |
| RTU-15 | Trane | YSC036E3RHA19D000A10201A0 | 111110725L |
| RTU-16 | Trane | YSC036E3RHA19D000A10201A0 | 111110693L |
| RTU-17 | Trane | YSC036E3RHA19D000A10201A0 | 111110733L |
| RTU-18 | Trane | YSC036E3RHA19D000A10201A0 | 111110709L |
| RTU-19 | Trane | YSC048E3RHA17D000A10201A0 | 111110629L |
| UH - 1 | Reznor | | |
| UH - 2 | Reznor | | |
| AHU-1 | Trane | CSAA010UAC00 | K11C22502 |
| COND-1 | Trane | TTA150B300FA | 8161P4PAD |

SERVICES PROVIDED

Rooftop Units

Heating Season Start Up

- Check air filter and housing integrity.
- Change air filters.
- Check control system and devices for evidence of improper operation.
- Check fan belt tension. Check for belt wear and proper alignment.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check integrity of all panels on equipment.
- Lubricate field serviceable bearings.
- Check for evidence of build-up or fouling on heat exchange surfaces.
- Check for proper damper operation. Adjust as needed.
- Check combustion chamber, burner and flue for deterioration, leaks, moisture problems, condensation, and combustion products.
- Inspect burners, orifices, ignition system, pilots, control valves and all wiring.
- Inspect heat exchanger for signs of corrosion or cracks.

Rooftop Units

Operational Assessment

- Check air filter and housing integrity.
- Change air filters.
- Check control system and devices for evidence of improper operation.
- Check fan belt tension. Check for belt wear and proper alignment.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check integrity of all panels on equipment.
- Check for proper damper operation. Adjust as needed.

Rooftop Units

Condenser Coil Cleaning

- Inspect condenser coil for leaks or corrosion.
- Straighten bent fins.
- Remove any foreign objects.
- Clean coils with coil cleaner and water.

Rooftop Units

Cooling Season Start Up

- Check air filter and housing integrity.
- Change air filters.
- Check control system and devices for evidence of improper operation.
- Check P-trap. Prime as needed to ensure proper operation.
- Check fan belt tension. Check for belt wear and proper alignment.
- Check for proper operation of cooling coil.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check fan blades to ensure proper operation.
- Check refrigerant system pressures or temperatures.
- Check integrity of all panels on equipment.



- Inspect compressor(s) for any refrigerant or oil leaks.
- Inspect condensate drain line for proper drainage.
- Lubricate field serviceable bearings.
- Check drain pan, drain line and coil for biological growth.
- Check evaporator coil fins to ensure they are properly functioning.
- Inspect for evidence of moisture carryover beyond the drain pan from cooling coils.
- Check for proper damper operation. Adjust as needed.
- Inspect air-cooled condenser surfaces.
- Check low ambient head pressure control sequence for proper operation.
- Check for excessive scale or debris on condenser surfaces.
- Visually inspect areas of moisture accumulation for biological growth.
- Check condensate drains for proper operation.
- Check refrigerant oil levels for refrigerant systems with oil pressure/level controls.

Unit Heaters

- Check control system and devices for evidence of improper operation.
- Check for proper operation of heat exchanger.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check fan blades to ensure proper operation.
- Check for fouling, corrosion or degradation.
- Check the drive alignment, wear, seating and operation.
- Lubricate field serviceable bearings.

GENERAL CONDITIONS:

All services will be performed during our normal working hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, except holidays. Authorizations for repairs are to be made promptly. Failure to do so may release and terminate all obligations of the W.J. O'NEIL COMPANY. The obligation to furnish repair or replacement parts is subject to availability of such from normal supply sources.

W.J. O'NEIL COMPANY shall not be held liable or responsible for conditions beyond it's control, such as main electrical power failure, improper voltage, loss of phase, freezing, contaminated water or atmosphere, acts of god, rioting, acts of terrorism, vandalism or commercial delays. It is agreed that W.J. O'NEIL COMPANY shall not be held responsible for system design, changes in governmental code, insurance requirements, or obsolescence. In the event that additions, alterations, repairs or adjustments are made to the system by others, this agreement is terminable at our option upon written notice.

TERMS:

This agreement shall be in effect from **January 1, 2020** to **December 31, 2024** and may be canceled by either party, upon a thirty-day written notice to the other party.

This agreement shall automatically renew itself and shall continue until one party gives a thirty-day written notice of its desire to terminate the agreement with the other party.

Contract prices, unless noted, can only be adjusted on the anniversary date of this agreement, unless equipment is added or deleted from this agreement.

W.J.O'NEIL COMPANY Planned Maintenance Agreement will be furnished for the net sum of:

**\$14,184 (Fourteen Thousand One Hundred Eighty-four and 00/100 Dollars) per year
Payable in 12 Monthly payments @ \$1,182 per Month**

YOUR ACCEPTANCE

OUR APPROVAL

Company

W.J. O'NEIL COMPANY

Company



By:

By: Mark A. Pavlicek, C.E.M.
Account Executive

Title:

Date:



PLANNED MAINTENANCE AGREEMENT

FOR

Charter Township of Ypsilanti
14B District Court
7200 S. Huron River Drive
Ypsilanti, Michigan 48197



Attn: Mr. Wayne Dudley – Building Operations

PLANNED MAINTENANCE AGREEMENT

THE W.J. O'NEIL COMPANY WILL:

- Provide and maintain inspection reports and equipment log sheets for the specified equipment.
- Provide preferential service at all times over non-contract customers.
- Notify you of any repairs required, as revealed during the inspection.
- Provide an estimate to correct or repair such conditions for your approval.
- Perform only the work or repairs which have been authorized by you or your representative.
- Preferred customer regular service rate for Mon – Fri. except Holidays.
- Preferred customer overtime service rate for after 4:30 p.m. Mon-Fri. and service on Saturdays & Sundays.
- Preferred customer premium service rates for Holidays.
- Perform the services listed on the enclosed checklist (when applicable to your equipment) to the best of our ability and to keep your equipment operating properly and efficiently.
- Deliver our technician, tools and test equipment to your site as well as supply transportation to pick up parts and materials for a daily truck charge.

INSPECTION SCHEDULES:

| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|-------|------|-----|-----|-------|-----|-----|---------|-----|-----|--------|-----|-----|
| RTU 1 | O,FC | | | SS,FC | | | CC,O,FC | | | FS, FC | | |
| RTU 2 | O,FC | | | SS,FC | | | CC,O,FC | | | FS, FC | | |
| RTU 3 | O,FC | | | SS,FC | | | CC,O,FC | | | FS, FC | | |
| RTU 4 | O,FC | | | SS,FC | | | CC,O,FC | | | FS, FC | | |
| RTU 5 | O,FC | | | SS,FC | | | CC,O,FC | | | FS, FC | | |
| RTU 6 | O,FC | | | SS,FC | | | CC,O,FC | | | FS, FC | | |
| RTU 7 | O,FC | | | SS,FC | | | CC,O,FC | | | FS, FC | | |

| |
|------------------------------|
| Service Delivery |
| Key for designations |
| O = Operational Assessment |
| FC = Filter Change |
| CC = Condenser Coil Cleaning |
| SS = Spring Start-up |
| FS = Fall Start-up |



EQUIPMENT:

| | | | | | |
|---|-------------------------------|-------|---------|--------------------|------------|
| 1 | 14B District Court Lower Roof | RTU 1 | Carrier | 48HCEA06BZA5A2B0A0 | 0711G00416 |
| 1 | 14B District Court Lower Roof | RTU 2 | Carrier | 48PGEC08BD-50-A0 | 1011G00014 |
| 1 | 14B District Court Lower Roof | RTU 3 | Carrier | 48HCEA04B2A5A2B0A0 | 0711G30412 |
| 1 | 14B District Court Lower Roof | RTU 4 | Carrier | 48PGC12BD-50-A0 | 0911G50022 |
| 1 | 14B District Court Lower Roof | RTU 5 | Bryant | 580FPV0914180AA | 0906G20661 |
| 1 | 14B District Court Lower Roof | RTU 6 | Carrier | 48PGEC08BD-50-A0 | 1011G00013 |
| 1 | 14B District Court Lower Roof | RTU 7 | Carrier | 48PGEC12DB-50-A0 | 0911G50023 |

SERVICES PROVIDED

Rooftop Units

Heating Season Start Up

- Check air filter and housing integrity.
- Change air filters.
- Check control system and devices for evidence of improper operation.
- Check fan belt tension. Check for belt wear and proper alignment.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check integrity of all panels on equipment.
- Lubricate field serviceable bearings.
- Check for evidence of build-up or fouling on heat exchange surfaces.
- Check for proper damper operation. Adjust as needed.
- Check combustion chamber, burner and flue for deterioration, leaks, moisture problems, condensation, and combustion products.
- Inspect burners, orifices, ignition system, pilots, control valves and all wiring.
- Inspect heat exchanger for signs of corrosion or cracks.

Rooftop Units

Operational Assessment

- Check air filter and housing integrity.
- Change air filters.
- Check control system and devices for evidence of improper operation.
- Check fan belt tension. Check for belt wear and proper alignment.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check integrity of all panels on equipment.
- Check for proper damper operation. Adjust as needed.

Rooftop Units

Condenser Coil Cleaning

- Inspect condenser coil for leaks or corrosion.
- Straighten bent fins.
- Remove any foreign objects.
- Clean coils with coil cleaner and water.



Rooftop Units

Cooling Season Start Up

- Check air filter and housing integrity.
- Change air filters.
- Check control system and devices for evidence of improper operation.
- Check P-trap. Prime as needed to ensure proper operation.
- Check fan belt tension. Check for belt wear and proper alignment.
- Check for proper operation of cooling coil.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check fan blades to ensure proper operation.
- Check refrigerant system pressures or temperatures.
- Check integrity of all panels on equipment.
- Inspect compressor(s) for any refrigerant or oil leaks.
- Inspect condensate drain line for proper drainage.
- Lubricate field serviceable bearings.
- Check drain pan, drain line and coil for biological growth.
- Check evaporator coil fins to ensure they are properly functioning.
- Inspect for evidence of moisture carryover beyond the drain pan from cooling coils.
- Check for proper damper operation. Adjust as needed.
- Inspect air-cooled condenser surfaces.
- Check low ambient head pressure control sequence for proper operation.
- Check for excessive scale or debris on condenser surfaces.
- Visually inspect areas of moisture accumulation for biological growth.
- Check condensate drain line for proper drainage.
- Check refrigerant oil levels for refrigerant systems with oil pressure/level controls.

GENERAL CONDITIONS:

All services will be performed during our normal working hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, except holidays. Authorizations for repairs are to be made promptly. Failure to do so may release and terminate all obligations of the W.J. O'NEIL COMPANY. The obligation to furnish repair or replacement parts is subject to availability of such from normal supply sources.

W.J. O'NEIL COMPANY shall not be held liable or responsible for conditions beyond it's control, such as main electrical power failure, improper voltage, loss of phase, freezing, contaminated water or atmosphere, acts of god, rioting, acts of terrorism, vandalism or commercial delays. It is agreed that W.J. O'NEIL COMPANY shall not be held responsible for system design, changes in governmental code, insurance requirements, or obsolescence. In the event that additions, alterations, repairs or adjustments are made to the system by others, this agreement is terminable at our option upon written notice.

TERMS:

This agreement shall be in effect from **January 01, 2020** to **December 31, 2024** and may be canceled by either party, upon a thirty-day written notice to the other party.

This agreement shall automatically renew itself and shall continue until one party gives a thirty-day written notice of its desire to terminate the agreement with the other party.

Contract prices, unless noted, can only be adjusted on the anniversary date of this agreement, unless equipment is added or deleted from this agreement.

W.J.O'NEIL COMPANY Planned Maintenance Agreement will be furnished for the net sum of:

**\$4,992 (Four Thousand Nine Hundred Ninety-two and 00/100 Dollars) per year
Payable in 12 Monthly payments @ \$416 Per Month**

YOUR ACCEPTANCE

OUR APPROVAL

Company

W.J. O'NEIL COMPANY

Company

By:



By: Mark A. Pavlicek, C.E.M.
Account Executive

Title:

Date:



PLANNED MAINTENANCE AGREEMENT

FOR

Charter Township of Ypsilanti
Law Enforcement Center
1501 S. Huron Street
Ypsilanti, Michigan 48197



Attn: Mr. Wayne Dudley – Building Operations

PLANNED MAINTENANCE AGREEMENT

THE W.J. O'NEIL COMPANY WILL:

- Provide and maintain inspection reports and equipment log sheets for the specified equipment.
- Provide preferential service at all times over non-contract customers.
- Notify you of any repairs required, as revealed during the inspection.
- Provide an estimate to correct or repair such conditions for your approval.
- Perform only the work or repairs which have been authorized by you or your representative.
- Preferred customer regular service rate for Mon – Fri. except Holidays.
- Preferred customer overtime service rate for after 4:30 p.m. Mon-Fri. and service on Saturdays & Sundays.
- Preferred customer premium service rates for Holidays.
- Perform the services listed on the enclosed checklist (when applicable to your equipment) to the best of our ability and to keep your equipment operating properly and efficiently.
- Deliver our technician, tools and test equipment to your site as well as supply transportation to pick up parts and materials for a daily truck charge.

INSPECTION SCHEDULES:

Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

| | | | | | | | | | | | | |
|---------------|------|--|--|-------|--|--|------|--|--|-------|--|--|
| AHU-1 | O,FC | | | SS,FC | | | O,FC | | | FS,FC | | |
| COND -1 | | | | SS | | | O,CC | | | | | |
| BOILER 1 | O | | | | | | | | | CSD-1 | | |
| BOILER 2 | O | | | | | | | | | CSD-1 | | |
| PUMP 1 | O | | | | | | | | | O | | |
| PUMP 2 | O | | | | | | | | | O | | |
| BOILER PUMP 1 | O | | | | | | | | | O | | |
| BOILER PUMP 2 | O | | | | | | | | | O | | |
| HW HEATER | O | | | | | | | | | CSD-1 | | |
| EVAP-1 | O | | | SS | | | O,CC | | | O | | |
| COND-2 | O | | | SS | | | | | | O | | |

EQUIPMENT:

| | | | |
|---------------|----------------|----------------------------------|--------------|
| AHU-1 | Trane | UCCAF21A0A0EYB10000003HEJ00BAOOO | K14F50063 |
| COND -1 | Trane | RAUJC30EBO300DF00020 | C14F03694 |
| BOILER 1 | Lochinvar | KBN400 | L13H10282112 |
| BOILER 2 | Lochinvar | KBN400 | J12H10234270 |
| PUMP 1 | Grundfos | MAGNA3 65-150 F 340 | 10000532 |
| PUMP 2 | Grundfos | MAGNA3 65-150 F 340 | 10000567 |
| BOILER PUMP 1 | Grundfos | | |
| BOILER PUMP 2 | Grundfos | | |
| HW HEATER | Bradford White | RG250T6N | NE37652072 |
| EVAP-1 | Mitsubishi | MSZ-GE24NA | |
| COND-2 | Mitsubishi | MXZ-3B24NA | 32U06249B |



SERVICES PROVIDED

Air Handlers (TRANE)

Inspection

- Check air filter and housing integrity.
- Change air filters quarterly.
- Check P-trap. Prime as needed to ensure proper operation. (Spring Startup)
- Check fan belt tension. Check for belt wear and proper alignment.
- Replace belts annually.
- Check variable frequency drive for proper operation.
- Check for proper operation of cooling or heating coil.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check fan blades.
- Check refrigerant system pressures and/or temperatures.
- Check for fouling, corrosion or degradation.
- Check drive, alignment, wear, seating and operation.
- Check integrity of all panels on equipment
- Lubricate field serviceable bearings.
- Check drain pan, drain line and coil for biological growth.
- Check coil fins for evidence of build-up or fouling.
- Inspect for evidence of moisture carryover beyond the drain pan from cooling coils.
- Check for proper damper operation. Adjust as needed.

Boilers (LOCHINVAR)

Inspection

- Inspect blow-down or drain valve. Clear all debris to ensure proper operation.
- Check control system and devices for evidence of improper operation.
- Check control box for dirt, debris and/or loose connections. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check for fouling, corrosion or degradation.
- Check for evidence of build-up or fouling on heat exchange surfaces (tubes).
- Check for proper damper operation. Adjust as needed.
- Check combustion chamber, burner and flue for deterioration, moisture problems, condensation, and combustion products.
- Perform annual CSD-1 test and Combustion Analysis with documentation.

Condensing Units (TRANE & MITSUBISHI)

Inspection

- Check control system and devices for evidence of improper operation.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check fan blades.
- Check refrigerant system pressures or temperatures.
- Check for fouling, corrosion or degradation.
- Check the drive alignment, wear, seating and operation.
- Inspect air-cooled condenser surfaces.
- Clean condenser coils with coil cleaner and water.
- Check low ambient head pressure control sequence for proper operation.
- Check refrigerant oil levels for refrigerant systems with oil pressure/level controls.



Indoor Section Duct-Free Splits (MITSUBISHI)

Inspection

- Check air filter and housing integrity.
- Check for particulate accumulation on filters.
- Check control system and devices for evidence of improper operation.
- Check P-trap drain. Clean if necessary.
- Check for proper operation of cooling coil.
- Check fan blades to ensure proper operation.
- Check refrigerant system temperatures.
- Check integrity of all panels on equipment.
- Lubricate field serviceable bearings.
- Check drain pan, drain line and coil for biological growth.
- Check coil fins to assure proper functioning.
- Visually inspect areas of moisture accumulation for biological growth.
- Check condensate pump

Pumps (GRUNDFOS)

Inspection

- Check control system and devices for evidence of improper operation.
- Visually inspect pumps and associated electrical components.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check drive alignment, wear, bearing and coupling seating and operation.
- Check for proper fluid flow.
- Lubricate field serviceable bearings if applicable.

GENERAL CONDITIONS:

All services will be performed during our normal working hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, except holidays. Authorizations for repairs are to be made promptly. Failure to do so may release and terminate all obligations of the W.J. O'NEIL COMPANY. The obligation to furnish repair or replacement parts is subject to availability of such from normal supply sources.

W.J. O'NEIL COMPANY shall not be held liable or responsible for conditions beyond it's control, such as main electrical power failure, improper voltage, loss of phase, freezing, contaminated water or atmosphere, acts of god, rioting, acts of terrorism, vandalism or commercial delays. It is agreed that W.J. O'NEIL COMPANY shall not be held responsible for system design, changes in governmental code, insurance requirements, or obsolescence. In the event that additions, alterations, repairs or adjustments are made to the system by others, this agreement is terminable at our option upon written notice.

TERMS:

This agreement shall be in effect from **January 1, 2020** to **December 31, 2024** and may be canceled by either party, upon a thirty-day written notice to the other party.

This agreement shall automatically renew itself and shall continue until one party gives a thirty-day written notice of its desire to terminate the agreement with the other party.

Contract prices, unless noted, can only be adjusted on the anniversary date of this agreement, unless equipment is added or deleted from this agreement.

W.J.O'NEIL COMPANY Planned Maintenance Agreement will be furnished for the net sum of:

**\$5,292 (Five Thousand Two Hundred Ninety-two and 00/100 Dollars) per year
Payable in 12 Monthly payments @ \$441 Per Month**

YOUR ACCEPTANCE

OUR APPROVAL

Company

W.J. O'NEIL COMPANY

Company

By:



Mark A. Pavlicek, C.E.M.
Account Executive

Title:

Date:



PLANNED MAINTENANCE AGREEMENT

FOR

Charter Township of Ypsilanti
Controls Preventative Maintenance
7200 S. Huron River Drive
Ypsilanti, Michigan 48197



Attn: Mr. Wayne Dudley – Building Operations

PLANNED MAINTENANCE AGREEMENT

THE W.J. O'NEIL COMPANY WILL:

- Provide and maintain inspection reports and equipment log sheets for the specified equipment.
- Provide preferential service at all times over non-contract customers.
- Notify you of any repairs required, as revealed during the inspection.
- Provide an estimate to correct or repair such conditions for your approval.
- Perform only the work or repairs which have been authorized by you or your representative.
- Preferred customer regular service rate for Mon – Fri. except Holidays.
- Preferred customer overtime service rate for after 4:30 p.m. Mon-Fri. and service on Saturdays & Sundays.
- Preferred customer premium service rates for Holidays.
- Perform the services listed on the enclosed checklist (when applicable to your equipment) to the best of our ability and to keep your equipment operating properly and efficiently.
- Deliver our technician, tools and test equipment to your site as well as supply transportation to pick up parts and materials for a daily truck charge.

MAINTENANCE AGREEMENT

Provide maintenance services for the Building Automation and Direct Digital Control System (BAS/DDC) described herein in the terms and conditions.

A. Building(s) covered by the Agreement:

Charter Township of Ypsilanti
Township Hall
7200 S. Huron River Drive
Ypsilanti, Michigan 48197

Charter Township of Ypsilanti
14B District Court
7200 S. Huron River Drive
Ypsilanti, Michigan 48197

Charter Township of Ypsilanti
Ypsilanti Community Center
2025 E. Clark Road
Ypsilanti, Michigan 48198

Charter Township of Ypsilanti
Law Enforcement Center
1501 S. Huron Street
Ypsilanti, Michigan 48197



MAINTENANCE AGREEMENT

1. EQUIPMENT COVERED:

System (BAS/DDC) located in the buildings covered by this agreement section above.

2. AGREEMENT COVERAGE AND CHARGES:

a. For the annual Agreement amount, WJO agrees to provide technical support, on site labor, and all necessary calibration equipment, meters, computers, etc. as required to adjust, calibrate, tune, and maintain the equipment described herein in proper operating condition. This Agreement includes telephone diagnostics and on site preventative maintenance as required to maintain the system.

b. This Agreement covers calibration and adjustments to all specified pressure, temperature, humidity, and airflow, etc. transmitters that are connected to the system.

c. All control devices connected to the system will be checked for proper operation, sequence, stroke, etc. as required to match the written and established Sequence of Operation.

d. Each control loop will be checked, tuned, and adjusted to verify that they operate in a manner necessary to maintain their intended set point, schedule, position, etc.

e. Operator alarms will be checked to verify operation and annunciation to the proper location(s) as required.

f. The Workstation Database will be maintained such that the disk operating systems and related input/output destination drives are optimized, properly archived on a regular basis, and backup copies made and stored in a safe location.

g. All field input/output digital controllers will be checked; memory backed up internally and externally, and verified to be operating properly.

h. All JACE operating programs will be checked for operation, optimized in terms of use and speed, and verified to work properly. All programs will be backed up externally.

i. Technical Services will periodically monitor the referenced system through an Internet connection and provide advice/assistance when necessary to address alarm conditions/situations.

j. Emergency call service, when required, will be provided by WJO during the normal working hours of 7:30 a.m. through 4:30 p.m., Monday through Friday, excluding holidays in accordance with our standard rates in effect at the time of service.



k. After hours emergency service will be performed in accordance with our standard service rate policy attached.

1. The Agreement covers preventative maintenance on the equipment as per manufacturer's recommendations. We do not include labor or materials to repair any equipment that fails and these repairs will be billed in accordance with our standard service rate policy attached.

3. ACCESS:

Subject to the Client's security policy, WJO shall have free access to the equipment to provide the services described herein. Failure to obtain access to equipment when necessary, which in the opinion of WJO, results in excessive expenditure of time and travel expenses, will result in additional charges at current service rates.

4. EXCLUSIONS:

Overtime premiums for emergency service are to be paid by the Client.

5. GENERAL PROVISIONS:

WJO furnishing of equipment maintenance does not include the assumption of WJO of liability for labor, expense, or material necessary to repair damage to the equipment caused by accident, negligence, or abuse by client, including failure to maintain environmental conditions, or arising from acts of third person, attachment of any equipment not authorized by WJO or alterations of equipment, floods or windstorms, or any other acts of God. The Client of the estimated additional charge will render such repairs or alterations only upon special order by the Client and after approval therefore.

6. AGREEMENT CHANGES:

WJO and the Client can make no change to this Agreement without written consent. Notice to renew this Agreement at the end of the service term must be given to WJO thirty (30) days prior to its expiration. Either WJO or the Client may cancel this Agreement at any time with a thirty (30) day written notice.

Schedule:

Technical Services will perform these planned and scheduled maintenance checks on a monthly bases prior to each heating and cooling season. Our technician(s) will also address any user problems or complaints during those visits if time permits within the scope of scheduled maintenance procedures.

**This agreement also covers software updates
over the entire 5 years of the agreement.**



GENERAL CONDITIONS:

All services will be performed during our normal working hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, except holidays. Authorizations for repairs are to be made promptly. Failure to do so may release and terminate all obligations of the W.J. O'NEIL COMPANY. The obligation to furnish repair or replacement parts is subject to availability of such from normal supply sources.

W.J. O'NEIL COMPANY shall not be held liable or responsible for conditions beyond it's control, such as main electrical power failure, improper voltage, loss of phase, freezing, contaminated water or atmosphere, acts of god, rioting, acts of terrorism, vandalism or commercial delays. It is agreed that W.J. O'NEIL COMPANY shall not be held responsible for system design, changes in governmental code, insurance requirements, or obsolescence. In the event that additions, alterations, repairs or adjustments are made to the system by others, this agreement is terminable at our option upon written notice.

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\nt.

W.J.O'NEIL COMPANY Planned Maintenance Agreement will be furnished for the net sum of:

**\$14,376 (Fourteen Thousand Three Hundred Seventy-six and 00/100 Dollars) per year
Payable in 12 Monthly payments @ \$1,198.00 Month**

YOUR ACCEPTANCE

OUR APPROVAL

Company

W.J. O'NEIL COMPANY

Company



By:

By: Mark A. Pavlicek, C.E.M.
Account Executive

Title:

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

December 10, 2019

Charter Township of Ypsilanti
Supervisor Brenda Stumbo and Trustee Board
7200 S. Huron River Drive

Dear Supervisor and Trustee Board,

In service to the Township, I am requesting for the December 17, 2019 Township Board regular meeting to present the following item(s) for consideration:

- 1) Approval of the revised Automatic Aid agreement with Superior Township and the City of Ypsilanti Fire Departments. The revised agreement eliminates response boundaries to Ypsilanti and Superior Townships by Ypsilanti City facilitating automatic response to structure fires to the entirety of Ypsilanti and Superior Townships. Previously the City responded from Clark Rd. (N) to Textile Rd. (S) inside our East/West boundaries and to Ford Rd. (N) inside Superior's East/West boundaries.

There is no change in response between Ypsilanti and Superior Townships.

Attached are the following for your consideration: #1) copy of the revised Automatic Aid agreement with signature lines and a County GIS map outlining the response areas.

Thank You,

Eric Copeland
Fire Chief

ERC;

Automatic Mutual Aid Agreement

THIS AGREEMENT is made on this ____ day of _____, 2019 by and between the City of Ypsilanti (hereinafter “City”), Charter Township of Ypsilanti (hereinafter “Township”) and Superior Charter Township (hereinafter “Superior”).

WHEREAS, the parties of this Agreement may, pursuant to the provision of PA 1987, Ex. Sess., No. 8, being MCL 124.531, et seq., enter into an Agreement whereby they may provide each other with fire assistance; and

WHEREAS, due to the staffing levels that each party currently has, the parties desire automatic response assistance from each other to increase initial staffing on structure fire scenes and facilitate better response times and increased safety of firefighters and our citizens; and

WHEREAS, the parties are willing to provide each other with assistance on a predetermined basis, subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Purpose

The purpose of an Automatic Mutual Aid Agreement is to establish a predetermined arrangement between two or more agencies to support and assist each other in times of emergency related to fire suppression assistance and to decrease response times to a Box Alarm and/or mutual aid request and to improve fire scene safety with increased manpower.

2. Fire Assistance

The Fire Chief(s), Public Safety Director(s) of the aforementioned departments, or their designees, hereby agree that they will assist each other on an Automatic Mutual Aid basis, in accordance with the response protocol listed below.

3. Policy

Automatic aid requests shall render in accordance to the following provisions:

Superior shall respond automatically with a Ladder Truck (2-FFs) and/or Engine (2-FF).

Superior will respond to entire Ypsilanti Township.

Superior will respond to entire City of Ypsilanti.

Township shall respond automatically with two Engines: E14-1 (2-FFs) & E14-3 (2-FFs).

Township will respond to entire Superior.

Township will respond to the entire City of Ypsilanti.

City shall respond automatically with a Tower Truck and/or Engine with (2 to 4-FFs).

City will respond to entire Superior Township.

City will respond to entire Ypsilanti Township.

4. Definitions

A. *“Commanding Officer”* shall mean the senior or highest ranking officer available and/or his/her designee, who has responsibility for directing the department at the time of an emergency.

B. *“Requesting Agency”* shall mean the jurisdiction in which an emergency exists and that requests aid pursuant to this agreement.

C. *“Responding Agency”* shall mean the agency that sends personnel and/or equipment to a requesting agency pursuant to this agreement.

5. Equipment and Personnel Expenses

A. Unless covered by another agreement, no party to this Agreement shall be required to pay any compensation to any other party to this Agreement for services rendered hereunder, the mutual advantages and protections afforded by this Agreement is to be considered adequate compensation to all of the parties.

5. **Equipment and Personnel Expenses (continued)**

- B. All usage and disability payments, pension, worker's compensation claims, damage to equipment and clothing, and medical expenses to be paid by the governmental entity regularly employing the firefighter who may be involved in providing fire assistance in accordance with this Agreement. Any and all furlough payments and charges to be made for equipment, supplies and materials used or expended while rendering assistance pursuant to this Agreement shall be paid by the governmental entity regularly employing the fire personnel who may be involved in providing fire assistance in accordance with this Agreement.

6. **Liability and Indemnification**

- A. The requesting agency shall indemnify, hold harmless and defend the responding agency from all claims (except for those defined in section C below), demands, costs of damages (including attorney's fees) for bodily injury, including death, or property damage to any person or legal entity arising out of the act or omissions of personnel of the responding agency which are specifically directed or ordered by the requesting agency's commanding officer or his/her designee.
- B. The responding agency shall indemnify, hold harmless and defend the requesting agency from all claims, demands, costs of damages (including attorney's fees) for bodily injury, including death, or property damage to any person or legal entity arising out of the acts or omissions of personnel of the responding agency which are not specifically directed or ordered by the requesting agency's commanding officer or his/her designee.
- C. **Waiver of Compensation:** The responding and requesting agencies waive all claims for compensation from each other including wages, disability payments, retirement, furlough and payments or charges made for equipment, supplies and materials used or expended while rendering service under this Automatic Mutual Aid Agreement.
- D. **Waiver of Attorney Fee:** To the extent attorney fees are covered by an insurance carrier for either the responding and/or requesting agency, the parties hereto waive indemnification of attorney fees, except for applicable deductibles.

IN WITNESS WHEREOF, the parties have caused Agreement signatures on the ____ day of _____, 2018.

WITNESSED BY:

CITY OF YPSILANTI

Francis McMullen, City Manager

Andrew Hellenga, Clerk

WITNESSED BY:

CHARTER TOWNSHIP OF YPSILANTI

Brenda L. Stumbo, Supervisor

Karen Lovejoy Roe, Clerk

WITNESSED BY:

SUPERIOR CHARTER TOWNSHIP

Kenneth Schwartz, Supervisor

Lynette Findlay, Clerk

APPROVE AS TO FORM:

John M. Barr, P-10475 for City

William Douglas Winters, P-28965 for Twp.

(designee forthcoming) for Superior



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

December 10, 2019

Charter Township of Ypsilanti
Supervisor Brenda Stumbo and Trustee Board
7200 S. Huron River Drive

Dear Supervisor and Trustee Board,

In service to the Township, I am requesting for the December 17, 2019 Township Board regular meeting to present the following item(s) number #2 for consideration:

- 1) Approval of an amended Automatic Mutual Aid agreement between Pittsfield & Ypsilanti Townships that will expand Pittsfield into Ypsilanti Township's south/western quadrant along Huron/Whittaker Rd. including Green Farms, Millpointe, and Whittaker Village subdivisions north to I-94 for structure fire incidents.

With the addition of Ypsilanti City, Superior response over entire YT this amended agreement will positively affect response times and fire ground safety measures in the Township's most populous census tract area.

Attached is the amended AMA - Pittsfield/Ypsilanti Townships and a map outlining the response areas.

Thank You,

Eric Copeland
Fire Chief

ERC;

Automatic Mutual Aid Agreement

THIS AGREEMENT is made on this ____ day of _____, 2019 by and between the Charter Township of Ypsilanti (hereinafter “Ypsilanti”) and Pittsfield Charter Township (hereinafter “Pittsfield”).

WHEREAS, the parties of this Agreement may, pursuant to the provision of PA 1987, Ex. Sess., No. 8, being MCL 124.531, et seq., enter into an Agreement whereby they may provide each other with fire assistance; and

WHEREAS, due to the staffing levels that each party currently has, the parties desire automatic response assistance from each other to increase initial staffing on structure fire scenes and facilitate better response times and increased safety of firefighters and our citizens; and

WHEREAS, the parties are willing to provide each other with assistance on a predetermined basis, subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Purpose**

The purpose of an Automatic Mutual Aid Agreement is to establish a predetermined arrangement between two or more agencies to support and assist each other in times of emergency related to fire suppression assistance and to decrease response times to a Box Alarm and/or mutual aid request and to improve fire scene safety with increased manpower.

2. **Fire Assistance**

The Fire Chief(s), Public Safety Director(s) of the aforementioned departments, or their designees, hereby agree that they will assist each other on an Automatic Mutual Aid basis, in accordance with the response protocol listed below.

3. Policy

Automatic aid requests shall render in accordance to the following provisions. Each fire department agrees to provide one (1) engine or ladder in response (if available) when dispatched.

Pittsfield shall respond automatically with a Ladder Truck (2-FFs) and/or Engine (2-FF).
Pittsfield will respond to Ypsilanti Township sections: 6, 7, 17, 18, 19, 20, 29, 30, 31, 32, 33 *portions of sections 8 north of W. Michigan Ave, and *portions of sections 16, 21, and 28 west of Whittaker Rd.

Ypsilanti shall respond automatically with two Engines: E14-1 (2-FFs) & E14-3 (2-FFs).
Ypsilanti will respond to sections: 1, 12, 13, 24, 25, **portion of sections 2, 11, 14, 23, 26 bordering US – 23.

4. Definitions

- A. *“Commanding Officer”* shall mean the senior or highest ranking officer available and/or his/her designee, who has responsibility for directing the department at the time of an emergency.
- B. *“Requesting Agency”* shall mean the jurisdiction in which an emergency exists and that requests aid pursuant to this agreement.
- C. *“Responding Agency”* shall mean the agency that sends personnel and/or equipment to a requesting agency pursuant to this agreement.

5. Equipment and Personnel Expenses

- A. Unless covered by another agreement, no party to this Agreement shall be required to pay any compensation to any other party to this Agreement for services rendered hereunder, the mutual advantages and protections afforded by this Agreement is to be considered adequate compensation to all of the parties.

5. **Equipment and Personnel Expenses (continued)**

- B. All usage and disability payments, pension, worker's compensation claims, damage to equipment and clothing, and medical expenses to be paid by the governmental entity regularly employing the firefighter who may be involved in providing fire assistance in accordance with this Agreement. Any and all furlough payments and charges to be made for equipment, supplies and materials used or expended while rendering assistance pursuant to this Agreement shall be paid by the governmental entity regularly employing the fire personnel who may be involved in providing fire assistance in accordance with this Agreement.

6. **Liability and Indemnification**

- A. The requesting agency shall indemnify, hold harmless and defend the responding agency from all claims (except for those defined in section C below), demands, costs of damages (including attorney's fees) for bodily injury, including death, or property damage to any person or legal entity arising out of the act or omissions of personnel of the responding agency which are specifically directed or ordered by the requesting agency's commanding officer or his/her designee.
- B. The responding agency shall indemnify, hold harmless and defend the requesting agency from all claims, demands, costs of damages (including attorney's fees) for bodily injury, including death, or property damage to any person or legal entity arising out of the acts or omissions of personnel of the responding agency which are not specifically directed or ordered by the requesting agency's commanding officer or his/her designee.
- C. **Waiver of Compensation:** The responding and requesting agencies waive all claims for compensation from each other including wages, disability payments, retirement, furlough and payments or charges made for equipment, supplies and materials used or expended while rendering service under this Automatic Mutual Aid Agreement.
- D. **Waiver of Attorney Fee:** To the extent attorney fees are covered by an insurance carrier for either the responding and/or requesting agency, the parties hereto waive indemnification of attorney fees, except for applicable deductibles.

7. Term

The term of this agreement shall be for one year after acceptance by each governing body and shall automatically renewed for one year on the anniversary date of this acceptance.

8. Termination

Notwithstanding paragraph 4, parties to this Agreement may withdraw from this Agreement by providing the other parties to this Agreement with written notice (30) days prior to termination.

9. Notices

Any notice required or permitted by the terms of this Agreement shall be deemed to have been properly and sufficiently made, given, and served when such notice is placed in a properly addressed and sealed envelope, with postage prepaid, and sent by certified or registered mail to the other party at the following addresses:

TO THE CHARTER TOWNSHIP OF YPSILANTI: 7200 South Huron River Drive
Ypsilanti, MI 48197
Attention: Twp. Supervisor & Fire Chief

TO PITTSFIELD CHARTER TOWNSHIP: 6201 W. Michigan Avenue
Ann Arbor, Michigan 48108
Attention: Twp. Supervisor & Fire Chief

All notices have been given and served are deposited in the United States mail. The parties may designate another address for notices by providing the other parties with written notice of a change of address in the manner set forth (email if acceptable).

IN WITNESS WHEREOF, the parties have caused Agreement signatures on the ____ day of _____, 2019.

WITNESSED BY:

CHARTER TOWNSHIP OF YPSILANTI

Brenda L. Stumbo, Supervisor

Karen Lovejoy Roe, Clerk

WITNESSED BY:

PITTSFIELD CHARTER TOWNSHIP

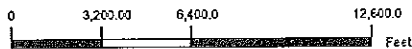
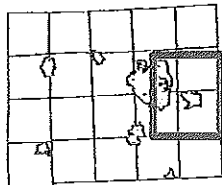
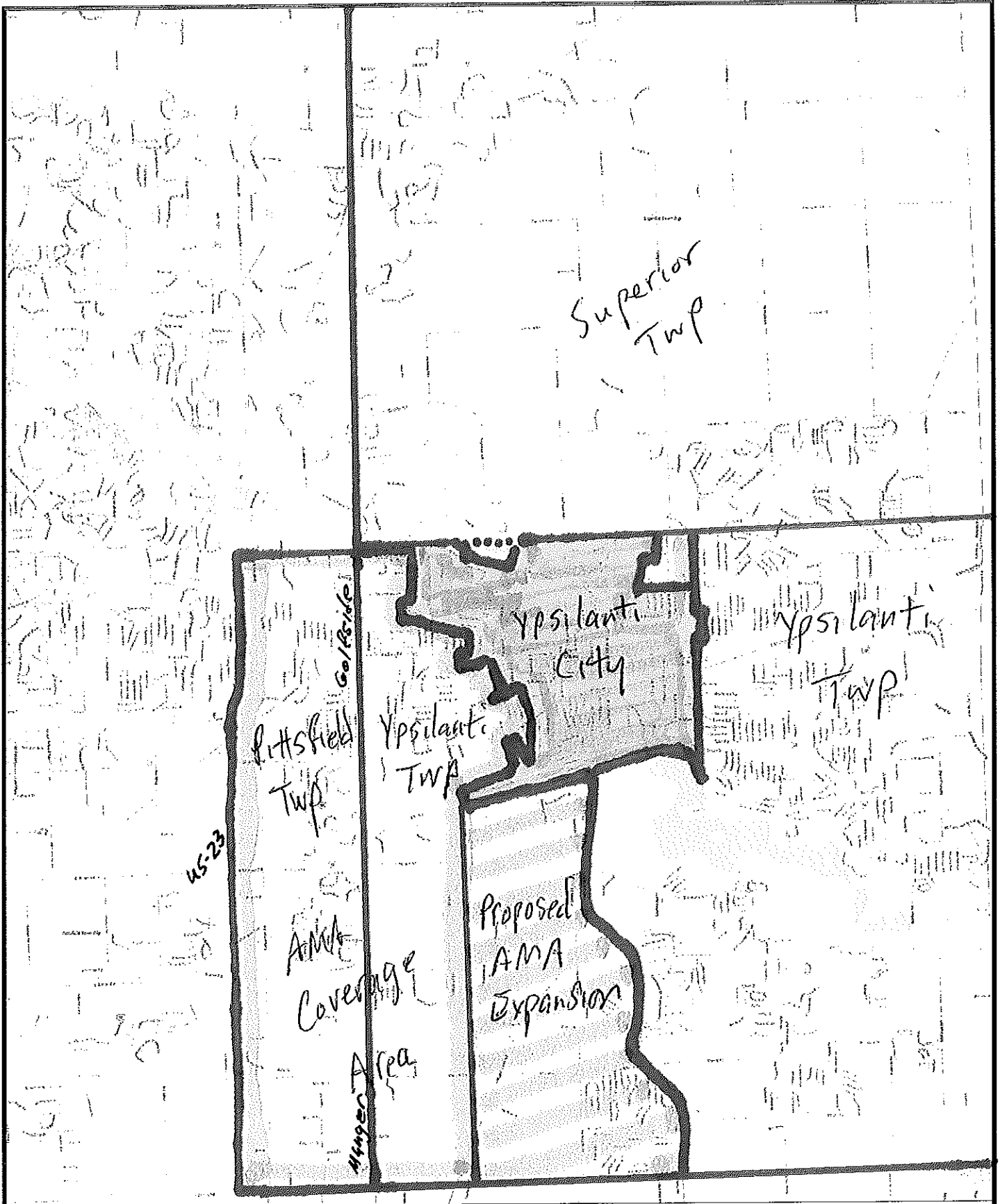
Mandy Grewal, Supervisor

Michelle Anzaldi, Clerk

APPROVE AS TO FORM:

(Designee forthcoming) for Pittsfield

William Douglas Winters, P-28965 for Twp.



1: 76,800

11/17/2019



NOTE: Parcels may not be to scale.

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

Kim Hill
President, HWA Analytics LLC
1801 Chandler Rd
Ann Arbor, MI 48105
734-355-1740
December 10, 2019

To the Ypsilanti Board of Trustees

Ypsilanti Township has been awarded a \$26,600 grant from the Greater Ann Arbor Prosperity Initiative to develop a business and implementation plan for a non-profit “American Center for Innovation—Washtenaw Robotics and Engineering Center”. The development of the business and implementation plan will allow the Township and its agent—HWA Analytics to present a nuts and bolts description of what the proposed facility will look like.

This business plan will provide a roadmap to create a facility that will offer a unique way to engage students and young adults early in the learning process and pique their interest in entering technology-related careers, gaining new technology skills, creating new products, and starting businesses.

We need one-to-one match funding in order to accept the grant from the Greater Ann Arbor Region Prosperity Initiative. We are contacting partners such as WISD, Michigan Aerospace, Washtenaw Community College, and others to contribute funding or in-kind contributions. Michigan Aerospace has already offered \$5,000 to the match fund. We are asking Ypsilanti Township to contribute \$5,000 to this effort.

Thank you very much for your consideration.

Best,

Kim Hill



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 authorize circuit court litigation to abate public nuisances at 13 properties owned or managed by Garner Properties and Management Company, 839 Gates Ave, 2350 Ravinewood Ave, 2276 McKinley Ave funded in the amount of \$40,000 in account 101-950.000-801.023**
Copy: McLain & Winters, Township Attorneys
Date: December 10, 2019

The Office of Community Standards has investigated public nuisances at the following locations and authorization is requested to engage legal services to abate said nuisances.

GARNER PROPERTIES AND MANAGEMENT COMPANY

Over the past several months, OCS staff has been obstructed in its efforts to certify or recertify single family rental properties owned and/or managed by Garner Properties and Management Company (Garner) of Taylor, Michigan. Garner owns or manages at least 13 rental properties primarily in the West Willow and Sugarbrook neighborhoods. Garner has purposely and incorrectly interpreted and applied provisions of the State of Michigan housing law in an effort to avoid inspection and certification of houses it owns or manages pursuant to requirements of the township Property Maintenance ordinance. Garner's actions have resulted in its refusal to cooperate and comply with OCS staff in our efforts to administer the ordinance. In consultation with legal counsel, I respectfully request authorization to engage with Garner in circuit court to uphold and enforce provisions of township ordinance that require periodic inspection and certification of rental dwelling units.

839 GATES AVE

This single family house in the West Willow neighborhood is owned by Esperanza Harper of Raleigh, North Carolina. It was a certified rental property until about one year ago, at which time the owner reported it was no longer available to rent. OCS staff has had open blight and vegetation cases throughout 2019, resulting in the township mowing the grass all season. The owner failed to respond to letters, email and phone messages requesting to register the vacant structure, and the property was inspected by administrative warrant on October 30, 2019. Although no significant code violations were observed, the house remains vacant, has no utility services, and is believed to have been abandoned with no owner contact. In light of the current rat infestation plaguing the neighborhood, I respectfully request permission to engage the owner in circuit court, if necessary, to abate this public nuisance.

CHARTER TOWNSHIP OF YPSILANTI



2350 RAVINEWOOD AVE

This single family rental property in the West Willow neighborhood was the scene of a horrendous police incident on August 10, 2019 in which the adult male tenant set the house on fire in an attempt to murder two young children. Sheriff's deputies were able to rescue the children and arrest the offender, who had sustained multiple self-inflicted stab wounds. The offender's actions left the house damaged by fire and soaked with bio-hazardous blood splatters throughout the interior. Since the incident, the owners, Calvin and Wanda Lewis of Canton Township, have failed to register the vacant house and OCS staff inspected it by administrative warrant on October 22, 2019. The house was condemned and remains in its damaged and neglected condition as a public nuisance. I respectfully seek authorization to engage the owners in circuit court, if necessary, to abate the public nuisance.



CHARTER TOWNSHIP OF YPSILANTI

2276 MCKINLEY AVE

This single family house in the Country Club Park subdivision is currently under code enforcement for serious exterior blight including household items, off-cast materials, trash and debris. The property has been the subject of other code enforcement cases on at least 15 previous occasions for a variety of issues, including blight, junk vehicles and property maintenance deficiencies. The property owners, David and Sheryl Stachlewitz, have not attained lasting code compliance despite the best efforts of OCS staff. I respectfully ask for authorization to engage in circuit court, if necessary, to abate the public nuisance.



2020 ANNUAL LIST OF CONTRACTS AND RENEWALS

| VENDOR/FIRM | DESCRIPTION |
|---------------------------------------|---|
| 360 Service | Printing & mailing assessment notices & Pers. Prop. |
| Abby Door | Garage Doors |
| Adobe | Creative Cloud Subscription/Stock Art |
| A.F. Smith | Electrical Work |
| Air Source One | Breathing Air Compressor Maintenance |
| Al Walter's Heating and Cooling | Furnace and AC Repair |
| Alienvault | Network IDS Systems |
| Alternative Computer Technology, Inc. | Sophos Computer Security Software |
| Ann Arbor Audio | Board Room Sound System |
| Ann Arbor SPARK Dues | |
| Ann Arbor SPARK East Dues | |
| APEX | Assessing Drawing Software |
| Apollo Fire Equipment | |
| Applied Imaging | Printer Repair and Maintenance |
| ASAP | DOT Random Screens |
| ASC | |
| ASCAP | Phone Music |
| Ascend | Health Care Agent |
| Associated Fence | Fence Repair/Install |
| Atchinson Ford | Vehicle Repair |
| Atlantic Welding Supply | Welding Supplies/Tank Rentals and Refills |
| Automatic Irrigation Supply | Green Oaks Irrigation System – Rain Bird |
| Badger | Chipper Parts |
| Bandit | Chipper Parts |
| Barr Engineering | Hydro Station |
| B & C Painting | Paint and Graffiti Removal |
| Bell Tire | MI Deals Goodyear Dealer |
| Biddle Consulting Group | OPAC HR Testing Software |
| Blue Cross/Blue Shield of Michigan | Employee Health Care |
| BS&A | Government Software Apps |
| Budget Towing | Vehicle Towing |
| Butzel Long | Labor Attorney |
| Carlisle Wortman Assoc., Inc. | |
| Carter & Burgess | Structural Engineer |
| Carter Lumber | Building Supplies |
| CDWG | Microsoft Enterprise Agreement |
| Centron Data Services | Printing & mailing assessment notices & Personal |
| Property | |
| Chelsea Lumber | Building Supplies |
| Cincinnati Time | Time Clocks |
| Cintas | First Aid Supplies |
| Clarity Benefit Solutions | Employee HRA, HSA and Dependent Care |
| Reimbursement | |
| Clear Rate Communications | |
| Code42 | Telephone Service |
| Cognito LLC | Online Backup Services |
| Comcast | Online Forms |
| Comodo | Internet Services |
| Conference of Western Wayne | Website Security Scanning |
| Conti | Firefighter Testing Program |
| Controlled Power | Cameras/Video |
| Dept. | U.P.S. (Uninterruptible Power Supply) Maintenance, Fire |
| Constellation Energy | Gas Service |
| Cummins Sales and Service | Generator Maintenance |
| Crawford Doors | Garage and Entry Door Repair/Replacement |
| Crystal Flash | Fuel Delivery |
| D & B Power Associates, Inc. | UPS Maintenance |

VENDOR/FIRM

DESCRIPTION

| | |
|-------------------------------------|---|
| Dearborn National | Employee Disability and Life |
| Delta Dental | Employee Dental Services |
| DTE Energy | Generator Maintenance |
| D J Conneley | Boiler Maintenance |
| DNS Filter | DNS Filtering Service |
| Doan Construction | Sidewalk Repair Contractor and Engineer |
| Duo | Two Factor Authentication |
| Dynamic Media | XM Radio |
| Election Systems & Software (ES&S) | Tabulator and AutoMark Maintenance Contract |
| EMPCO, Inc. | Fire Dept. Promotional Testing |
| ESRI | GIS Software Maintenance |
| Fiber Link Inc. | Miss Dig Management |
| Fire Findings | |
| Fire Safety 2000 | |
| Fotolia.com | Stock Images |
| FSCI | |
| Gabriel Roeder Smith & Company | Actuary Company |
| Garan Lucow | |
| GCSI | Lobbyist Firm |
| GolfNow | Golf Course Management Software |
| Gooseworks, Inc | |
| Government Fiannace Officers Assoc. | Membership Dues |
| Governmental Business Systems | Election Equipment & Supplies |
| Governor Computer | Printer Repairs |
| Grainger | Industrial Equipment |
| Graphic Sciences | Document Scanning |
| Guardian Alarm | Security Alarm & Door Access System |
| Hastings Air Energy Control | Plymovent System Preventive Maintenance, Fire Dept. |
| Home Depot | Building Supplies |
| Honeywell | HVAC – RSD |
| Hootsuite | Social Media Manager Services |
| Huron River Watershed Council Dues | |
| Int. Assoc. of Arson Invest | |
| Imperva | Webserver Application Firewall |
| International Code Council | State Building Code Books/Software |
| Intern. Fire Chief's Assoc. | |
| IPS Drug Testing | DOT Random Screens |
| JAMAR Technologies | Traffic Survey Equipment |
| J and S | Painting Services |
| JTW Pipes, LLC | Plumber |
| Lastpass | Password Management |
| Lighting Supply | Bulbs, Ballasts, Lighting Supplies |
| Logisoft | Sophos Software/Firewall Software |
| Long's Automotive | Vehicle Repair |
| Looking Good Lawns | Ordinance Mowing |
| Lowe's | Building Supplies |
| Mailchimp | Email Listserv Manager |
| MAP (Michigan Ability Partners) | Roadside Cleanup |
| Maps by Wagner | Police/Fire/Elections/Residential Services Maps |
| Marc Dutton Irrigation, Inc | Comm. Center Ball Field Irrigation Repairs |
| Marketplace Solutions of Ohio, Inc. | |
| Margolis Nursery | Trees and Landscaping |
| MASA | Softball purchase for adult programs at Rec. Dept. |
| McLain & Winters | Township Attorneys |
| Meals on Wheels | |
| Medtronic/Physio-Control | |
| Merit.edu | Zimbra Maintenance |
| MERS | Employee Retirement System |

VENDOR/FIRM

DESCRIPTION

| | |
|---|--|
| Metro Airport Truck | Chipper Truck Repair and Bus Repair |
| Michigan Assessor Association | Dues for Assessor Office |
| MI Association of Fire Chiefs | |
| MiGMIS | Michigan Governmental IT Professionals |
| Michigan Association of Planning (MAP) | C.E.D. training, reference etc. |
| Michigan CAT | Fire Truck Repairs, Compost Equipment |
| Supplier/Repairs | |
| Michigan Government Finance Officers Assoc. | Membership Dues |
| Michigan Fire Inspector's Society | |
| Michigan Fireman's Association | |
| Michigan Municipal League | Insurance |
| (MRPA)Michigan Recreation & Park Assoc. | Per Art S. |
| Michigan Township Association Dues | Clerk's Office |
| Microsoft | Microsoft Licensing |
| Miracle Midwest | Playscape Equipment for Specific Parks |
| Monitis.com | External Network Monitoring |
| Munetrix | Web support – Dashboard & Citizen's Guide |
| National Fire Protection Association | |
| Netwrix Corporation | Event Log Management |
| Niswander LLC | |
| O'Bryan's Lock & Key | Locksmith |
| OHM Engineering | |
| On the Ground News | Media Coverage |
| Oscar W. Larson | Fuel Tank Repair |
| Parkway Services | Port-A-John Rental |
| Parson's Brinkerhoff | |
| Premier Safety | Fire equipment, supplies and maintenance |
| Priority Systems | Printer repair and maintenance |
| PDQ.com | PDQ Software |
| Pencura | Playscape Equipment |
| Pitney Bowes | Postage Machine |
| Play Enviro | Playscape Equipment for Specific Parks |
| Playworld Midstates | Playscape Equipment for Specific Parks |
| PM Technologies | Generator Testing and Maintenance |
| PNC | Employer Portion of Fire Dept. Pension |
| PSLZ | Auditors/David Williamson CPA |
| Printing Systems | Election Supplies |
| Professional Tree Service | Tree Removal |
| Public Financial Mgmt. | Bond Review |
| QPS Printing | |
| Q-Star Technology | Flash Cam Maintenance |
| Rainbird | Irrigation Services for Golf Course |
| Reimagine Washtenaw | |
| Ricoh | Printer Services |
| Screenconnect Software, LLC | Remote Screenshare |
| SEMCOG | |
| SE Michigan Fire Chief's Assoc | |
| Senior Nutrition Lease | Agreement with Washtenaw County for Senior Nutrition |
| Program | |
| Shrader Tire & Oil | Tires and MIDeal Items |
| Sinclair Recreation, LLC-Gametime | Playscape Equipment for Specific Parks |
| SipStation | Faxing Services |
| SiteOne Landscape Supply, LLC | Ball and Soccer Paint Supplies, Ice Melt |
| Spartan Distributors | Only Michigan Toro Vendor |
| Spears Fire & Safety | Fire Extinguisher Inspections/Maintenance |
| Spicer Group | Engineers/Surveyors/Planners |
| Spok | Pagers |
| Stantec | Hydro Dam Maintenance |

VENDOR/FIRM

DESCRIPTION

| | |
|--|--|
| StarWinds | vSAN Software |
| State of Michigan | MiDeal |
| Stormwater Management Services, LLC | |
| Superior Diesel | Chipper Engine Parts |
| Survey Monkey | Online Services |
| Synergy Fiber | Structured Network Wiring |
| Tetra Tech | Environmental Services |
| Thomson Reuters | Fixed Assets Software |
| Total Fitness | |
| Tri County International | Senior Bus Repairs |
| Trello | Project Management |
| Trendset LLC | Structured Cabling |
| UIS | Electrical Testing and SCADA Monitoring |
| Ulliance | Employee Assistance Program (EPA) |
| Unifirst Corp. | Employee uniforms |
| Valentine Tree Service | Tree Service |
| Vanguard | Employer Portion of Fire Dept. OPEB |
| Verizon | Mobile Phones |
| Vermont Systems | RecTrac Software Support |
| V & J Cement Contractors | Concrete and Manhole Renovation |
| VMWare | Server Virtualization Software |
| Vision Service Plans (VSP) | Vision Insurance |
| Vultr | Website Hosting Services |
| Washtenaw Area Transportation Study Dues | |
| Washtenaw County CED - | Senior Nutrition Program |
| Washtenaw County Mutual Aid | |
| Washtenaw County Road Commission | Purchase of Salt & Grading |
| Washtenaw County Treasurer | Sheriff Services |
| Washtenaw Urgent Care | Pre-employment Drug Screen/DOT Screens |
| Waste Management | Trash Haulers |
| Western Wayne County Mutual Aid | |
| West Shore | Maintenance of Outdoor Sirens |
| Weingartz | STIHL Dealer (weed trimmers, chain saws, push mower) |
| Windstream | Telephone Service |
| W.J. O'Neil | Mechanical |
| Wolverine Freightliner | Chipper Trucks, Fire Engine Parts and Repair |
| XMission | Mail Services for Park Commission |
| YCUA | Lift Stations, Vehicle and Equipment Repair |
| Ypsilanti Area Chamber of Commerce | |
| Ypsilanti City DPW | Road Salt |
| Ypsilanti National Little League | Local youth Baseball/Softball Organization |
| Zoho Corp | Network Monitoring/Request Racking Systems |

CHARTER TOWNSHIP OF YPSILANTI
2020 Board and Commissions Appointments and Re-Appointments

Resolution No. 2019-61

REAPPOINTMENTS

Local Development Finance Authority (LDFA)

McLain, Dennis (Attorney)

Expiration Date

12/31/2022

Planning Commission

Iacoangeli, Jason

Krieg, Laurence

Peterson, Gloria

Expiration Date

12/31/2022

12/31/2022

12/31/2022

Ypsilanti Community Utilities Authority (YCUA)

Doe, Lawrence

Expiration Date

12/31/2022

Zoning Board of Appeals

Iacoangeli, Jason (Planning Commission)

Adams, Gage

Expiration Date

12/31/2022

12/31/2022

APPOINTMENTS

Bee Committee

Stumbo, Brenda

Castle-Hine, Robin

Saranen, Michael

Smith, Tim

Stanfield, Lisa

Burhans, Belinda

Expiration Date

Pleasure of the Board

Pleasure of the Board

Pleasure of the Board

Pleasure of the Board

Pleasure of the Board

Pleasure of the Board

Civil Service Commission

Chevrette, Vic (appointed by Firefighters)

Expiration Date

12/31/2022

Huron River Watershed Council

Bowman, David

Hoffmeister, Mike

Expiration Date

Pleasure of the Board

Staff Assigned

Local Development Finance Authority (LDFA)

Westover, Scott (Engineer)

Expiration Date

12/31/2022

Washtenaw Regional Recycling Management Authority (WRRMA)

Stanfield, Lisa

Stumbo, Brenda (Alternate)

Expiration Date

Pleasure of the Board

Pleasure of the Board

Zoning Board of Appeals

Foreman, Morgan (Alternate)

Expiration Date

12/31/2022

**CHARTER TOWNSHIP OF YPSILANTI
AMENDED RESOLUTION NO. 2019-50**

ESTABLISH TOWNSHIP TRUSTEES' SALARY

WHEREAS a new policy was adopted at the October 18, 2016 Township Board meeting that included compensation for Township Trustees; and

WHEREAS all AFSCME, Teamsters and non-union employees will receive a 2.5% increase in 2020; and

WHEREAS it has been recommended that both non-union and full-time elected officials also receive a 2.5% increase in 2020;

NOW THEREFORE BE IT RESOLVED that the Trustees will be paid according to the Trustee Attendance Policy and will receive a 2.5% increase in 2020 from \$15,000 to \$15,375.

**CHARTER TOWNSHIP OF YPSILANTI
2019 BUDGET AMENDMENT #20**

DECEMBER 17, 2019

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND

Total Increase \$53,236.00

Request to increase legal services due to additional legal issues, contract reviews, and lawsuits. This will be funded by an Appropriation of Prior Year Fund Balance.

| | | | |
|---------------|-------------------------|-------------------------|---------------------------|
| Revenues: | Prior Year Fund Balance | 101-000-000-699.000 | \$50,000.00 |
| | | Net Revenues | <u><u>\$50,000.00</u></u> |
| Expenditures: | Legal Services | 101-210-000-801.002 | \$50,000.00 |
| | | Net Expenditures | <u><u>\$50,000.00</u></u> |

Request to increase budget for PTO payout at 75% of the hours requested. This will be funded by an Appropriation of Prior Year Fund Balance.

| | | | |
|---------------|-------------------------------|-------------------------|--------------------------|
| Revenues: | Prior Year Fund Balance | 101-000-000-699.000 | \$1,893.00 |
| | | Net Revenues | <u><u>\$1,893.00</u></u> |
| Expenditures: | Salaries Pay Out - PTO & Sick | 101-215-000-708.004 | \$1,759.00 |
| | FICA | 101-215-000-715.000 | \$134.00 |
| | | Net Expenditures | <u><u>\$1,893.00</u></u> |

Request to increase budget for PTO payout at 75% of the hours requested. This will be funded by an Appropriation of Prior Year Fund Balance.

| | | | |
|---------------|-------------------------------|-------------------------|------------------------|
| Revenues: | Prior Year Fund Balance | 101-000-000-699.000 | \$200.00 |
| | | Net Revenues | <u><u>\$200.00</u></u> |
| Expenditures: | Salaries Pay Out - PTO & Sick | 101-265-000-708.008 | \$185.00 |
| | FICA | 101-265-000-715.000 | \$15.00 |
| | | Net Expenditures | <u><u>\$200.00</u></u> |

Request to increase budget for retirement of employee who is allocated in several funds. This will be funded by an Appropriation of Prior Year Fund Balance.

| | | | |
|---------------|-------------------------|-------------------------|--------------------------|
| Revenues: | Prior Year Fund Balance | 101-000-000-699.000 | \$1,143.00 |
| | | Net Revenues | <u><u>\$1,143.00</u></u> |
| Expenditures: | Retiree Time Payouts | 101-371-000-708.008 | \$1,062.00 |
| | FICA | 101-371-000-715.000 | \$81.00 |
| | | Net Expenditures | <u><u>\$1,143.00</u></u> |

**CHARTER TOWNSHIP OF YPSILANTI
2019 BUDGET AMENDMENT #20**

DECEMBER 17, 2019

| | | |
|--|-----------------------|----------------------------------|
| 101 - GENERAL OPERATIONS FUND 2020 BUDGET AMENDMENT | Total Increase | <u><u>\$16,208.00</u></u> |
|--|-----------------------|----------------------------------|

Per Board discussion on December 3, 2019, we will amend the 2020 approved budget by \$16,000 for temporary election worker staff in the Clerk's Office. The budget amendment will be executed in January 2020. This will be funded by an Appropriation of the 2019 Year End Fund Balance.

| | | | |
|---------------|-------------------------|-------------------------|----------------------------------|
| Revenues: | Prior Year Fund Balance | 101-000-000-699.000 | \$16,208.00 |
| | | Net Revenues | <u><u>\$16,208.00</u></u> |
| Expenditures: | Temporary Wages | 101-215-000-707.000 | \$16,000.00 |
| | Deferred Compensation | 101-215-000-723.000 | \$208.00 |
| | | Net Expenditures | <u><u>\$16,208.00</u></u> |

| | | |
|--------------------------------------|-----------------------|-------------------------------|
| 236 - 14B DISTRICT COURT FUND | Total Increase | <u><u>\$198.00</u></u> |
|--------------------------------------|-----------------------|-------------------------------|

Request to increase budget for PTO payout at 75% of the hours requested. This will be funded by an Appropriation of Prior Year Fund Balance.

| | | | |
|---------------|-------------------------------|-------------------------|-------------------------------|
| Revenues: | Prior Year Fund Balance | 236-000-000-699.000 | \$198.00 |
| | | Net Revenues | <u><u>\$198.00</u></u> |
| Expenditures: | Salaries Pay Out - PTO & Sick | 236-136-000-708.004 | \$184.00 |
| | FICA | 236-136-000-715.000 | \$14.00 |
| | | Net Expenditures | <u><u>\$198.00</u></u> |

| | | |
|---|-----------------------|---------------------------------|
| 248 - HOUSING & BUSINESS INSPECTION FUND | Total Increase | <u><u>\$1,143.00</u></u> |
|---|-----------------------|---------------------------------|

Request to increase budget for retirement of employee who is allocated in several funds. This will be funded by an Appropriation of Prior Year Fund Balance.

| | | | |
|---------------|-------------------------|-------------------------|---------------------------------|
| Revenues: | Prior Year Fund Balance | 248-000-000-699.000 | \$1,143.00 |
| | | Net Revenues | <u><u>\$1,143.00</u></u> |
| Expenditures: | Retiree Time Payouts | 248-248-000-708.008 | \$1,062.00 |
| | FICA | 248-248-000-715.000 | \$81.00 |
| | | Net Expenditures | <u><u>\$1,143.00</u></u> |

**CHARTER TOWNSHIP OF YPSILANTI
2019 BUDGET AMENDMENT #20**

DECEMBER 17, 2019

249 - BUILDING DEPARTMENT FUND

Total Increase \$2,287.00

Request to increase budget for retirement of employee who is allocated in several funds. This will be funded by an Appropriation of Prior Year Fund Balance.

| | | | |
|-----------|-------------------------|---------------------|---------------------------------|
| Revenues: | Prior Year Fund Balance | 249-000-000-699.000 | \$2,287.00 |
| | | Net Revenues | <u><u>\$2,287.00</u></u> |

| | | | |
|---------------|----------------------|-------------------------|---------------------------------|
| Expenditures: | Retiree Time Payouts | 249-249-000-708.008 | \$2,124.00 |
| | FICA | 249-249-000-715.000 | \$163.00 |
| | | Net Expenditures | <u><u>\$2,287.00</u></u> |

266 - LAW ENFORCEMENT FUND

Total Increase \$4,574.00

Request to increase budget for retirement of employee who is allocated in several funds. This will be funded by an Appropriation of Prior Year Fund Balance.

| | | | |
|-----------|-------------------------|---------------------|---------------------------------|
| Revenues: | Prior Year Fund Balance | 266-000-000-699.000 | \$4,574.00 |
| | | Net Revenues | <u><u>\$4,574.00</u></u> |

| | | | |
|---------------|----------------------|-------------------------|---------------------------------|
| Expenditures: | Retiree Time Payouts | 266-301-000-708.008 | \$2,124.00 |
| | FICA | 266-301-000-715.000 | \$163.00 |
| | Retiree Time Payouts | 266-304-000-708.008 | \$2,124.00 |
| | FICA | 266-304-000-715.000 | \$163.00 |
| | | Net Expenditures | <u><u>\$4,574.00</u></u> |

Motion to Amend the 2019 Budget (#20):

Move to increase the General Fund budget by \$53,236 to \$11,055,274 and approve the department line item changes as outlined.

Move to increase the 14B District Court Fund budget by \$198 to \$1,827,727 and approve the department line item changes as outlined.

Move to increase the Housing & Business Inspection Fund budget by \$1,143 to \$294,850 and approve the department line item changes as outlined.

Move to increase the Building Fund budget by \$2,287 to \$913,112 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund budget by \$4,574 to \$7,840,425 and approve the department line item changes as outlined.

Move to Amend the 2020 Budget and increase the General Fund budget by \$16,208 to \$9,303,068 and approve the department line item changes as outlined.

AUTHORIZATIONS AND BIDS

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
Residential Services Department

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: Mike Hoffmeister, Director – Residential Services Department

DATE: December 6, 2019

RE: **Request authorization to bid out the renovation of Burns Park Tennis Courts**

The Residential Services Department is requesting the Ypsilanti Township Board of Trustees to consider authorization to bid out the renovation of Burns Park Tennis Courts. We are requesting the bid be advertised on Wednesday, January 8, 2020 and open until 2:00 p.m. Wednesday, February 5, 2020 at which time bids will be publicly opened. We plan to come back to the Board of Trustees for a budget amendment and a recommendation to award the contract at the February 18th meeting. Previously, the Board of Trustees gave authorization to enter into an agreement with Spicer Group to design and build bid documents with the intent of bidding the project in early 2020. After internal staff meetings, we felt it was important to request an authorization to bid sooner rather than later as to be prepared in early 2020 for letting the bid as to get the best rate possible.

It is preferred by Township staff that the Burns Park Tennis Courts be transformed into one full tennis court and replace one of the existing tennis courts with two pickleball courts. We've found that pickleball is one of the fastest growing sports in the country and have found value in added courts at Ford Lake Park.

Please find attached this memorandum the tentative schedule for the project, the proposed construction documents and the bidding package as created by Spicer Group.

Respectfully Submitted,

Mike Hoffmeister
Director of Residential Services

**BIDDING DOCUMENTS
FOR
BURNS PARK TENNIS AND PICKLEBALL COURTS**

**YPSILANTI CHARTER TOWNSHIP
YPSILANTI, MICHIGAN**

Prepared By:
SPICER GROUP, INC.

December 2019

Plans Included

D-5627-01 through 06

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CHARTER TOWNSHIP OF YPSILANTI
YPSILANTI, MICHIGAN
BURNS PARK TENNIS AND PICKLEBALL COURTS

ADVERTISEMENT FOR BIDS

Sealed Bids for the Burns Park Tennis and Pickleball Courts will be received by CLERK'S OFFICE, Ypsilanti Township Civic Center, 7200 S. Huron River Dr., Ypsilanti MI., 48197, until **2:00 p.m.** local time on **Wednesday, February 5, 2019**, at which time the Bids received will be publicly opened and read. The Project consists of demolishing existing tennis courts and constructing new tennis and pickleball courts in their place.

The Issuing Office for the Bidding Documents is: Spicer Group, Inc., 125 Helle Blvd., Suite 2, Dundee, MI 48131, Kevin Wilks (616)550-7837, kevinw@spicergroup.com. Prospective Bidders may examine the Bidding Documents online by clicking the "Bidding" tab at www.spicergroup.com.

Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

Owner: **Ypsilanti Charter Township**

By: **Karen Lovejoy Roe**

Title: **Clerk**

Date: **January 8, 2019**

++ END OF ADVERTISEMENT FOR BIDS ++

INSTRUCTIONS TO BIDDERS

ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within 3 days of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

- 4.01 *Site and Other Areas*
- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.
- 4.02 *Existing Site Conditions*
- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
1. The Supplementary Conditions identify:

- a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
 - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- C. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- D. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;

- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

6.01 No pre-bid conference will be held for this project.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers.

If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.03 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.04 A Bid by an individual shall show the Bidder’s name and official address.
- 13.05 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.06 All names shall be printed in ink below the signatures.
- 13.07 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.08 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.09 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity” (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.02 *Allowances*

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one Affidavit of Compliance – Iran Economic Sanctions Act (C210) This form must be signed, notarized and included with the submitted bid package.
- 15.02 Deliver two paper copies of the bid in a sealed envelope by the date and time prescribed to CLERK’S OFFICE, Ypsilanti Township Civic Center, 7200 S. Huron River Dr., Ypsilanti MI 48197. Please write in LARGE PRINT ON THE OUTSIDE OF THE ENVELOPE: BID FOR BURNS PARK TENNIS AND PICKLEBALL COURTS
- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

19.03 Evaluation of Bids

- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner’s requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 22 – WAGE REQUIREMENTS

22.01 Ypsilanti Charter Township Ordinance No. 69 (included in these bidding documents) requires that “Contractors performing services on Ypsilanti Township buildings, parks and/or water and sewer lines shall pay employees in accordance with the prevailing wage rates.” Prevailing wage rates are included in these bidding documents.

22.02 Ypsilanti Charter Township’s Living Wage Ordinance (included in these bidding documents) applies to this project.

AFFIDAVIT OF COMPLIANCE-IRAN ECONOMIC SANCTIONS ACT
MICHIGAN PUBLIC ACT 517 OF 2012

The undersigned, as owner or authorized officer of the below named CONTRACTOR, pursuant to the compliance certification requirement by the State of Michigan, and as referenced by OWNER in the BIDDING DOCUMENTS, hereby certifies, represents and warrants that the CONTRACTOR (including its Officers, Directors and Employees) is not an “Iran linked business” as defined by the Iran Economic Sanctions Act, Michigan Public Act 517 of 2012 (THE ACT). And, that in the event CONTRACTOR is awarded a contract as a result of the aforementioned BIDDING DOCUMENTS, the Contractor will not become an “Iran linked business” at any time during the course of performing the work or any services under the contract.

The CONTRACTOR further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater. The cost of the OWNER’S investigation and reasonable attorney fees may also be added in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on any other of the OWNER’S projects for three (3) years from the date that it is determined that the person has submitted the false certification.

CONTRACTOR:

Name of Contractor
By: _____
Its: _____
Date: _____

STATE OF _____ }
} ss.
COUNTY OF _____ }

This instrument was acknowledged before me on the _____ day of _____, _____
by _____.

, Notary Public

County, State of _____
My Commission expires: _____
Acting in the County of: _____

**BID FORM
FOR CONSTRUCTION CONTRACTS**

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

*Clerk’s Office
Ypsilanti Township Civic Center
7200 S Huron River Dr
Ypsilanti, MI 48197*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 45days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

| <u>Addendum No.</u> | <u>Addendum, Date</u> |
|---------------------|-----------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

If no addenda have been issued, insert “N/A”. Bidder shall submit signed copies of the Addendum Acknowledgment receipt form issued with each addendum with the complete bid form.

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all 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 adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, 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 given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

| Item No. | Description | Unit | Estimated Quantity | Bid Unit Price | Bid Price |
|--|----------------------------|-------------|---------------------------|-----------------------|------------------|
| 1 | Tennis Court Equipment | Each Court | 1 | \$ | \$ |
| 2 | Pickleball Court Equipment | Each Court | 2 | \$ | \$ |
| 3 | HMA Surface Removal | Sq. Yd. | 1627 | \$ | \$ |
| 4 | Tennis Equipment Removal | Lump Sum | 1 | \$ | \$ |
| 5 | Fence Removal | Lin. Ft. | 482 | \$ | \$ |
| 6 | HMA 13A Base Course | Ton | 150 | \$ | \$ |
| 7 | HMA 36A Wearing Course | Ton | 150 | \$ | \$ |
| 8 | Acrylic Sport Surface | Lump Sum | 1 | \$ | \$ |
| 9 | Tennis Court Striping | Each Court | 1 | \$ | \$ |
| 10 | Pickleball Court Striping | Each Court | 2 | \$ | \$ |
| 11 | Fencing, 4 Foot | Lin. Ft. | 55 | \$ | \$ |
| 12 | Fencing, 10 Foot | Lin. Ft. | 10 | \$ | \$ |
| 13 | Fencing, 10 Foot, Salvaged | Lin. Ft. | 482 | \$ | \$ |
| 14 | Fence Strip Footing | Lin. Ft. | 482 | \$ | \$ |
| 15 | Restoration | Lump Sum | 1 | \$ | \$ |
| Total of All Unit Price Bid Items | | | | | \$ |

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete on or before June 15, 2019 and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before September 15, 2019.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. Affidavit of Compliance – Iran Economic Sanctions Act;

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:
[Signature] _____

[Printed name] _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Bidder's License No.: _____
(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

NOTICE OF AWARD

Date of Issuance:

Owner: Ypsilanti Charter Township Owner's Contract No.:
Engineer: Spicer Group, Inc. Engineer's Project No.: 127650SG2019
Project: Burns Park Tennis and Pickleball Contract Name:
 Courts

Bidder:
Bidder's
Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated [_____] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

[describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is: \$ _____ *[note if subject to unit prices, or cost-plus]*

[] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [_____] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature

Authorized Signature

By:

By:

Title:

Title:

Copy: Engineer

AGREEMENT

THIS AGREEMENT is by and between _____ (“Owner”) and _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Burns Park Tennis and Pickleball Courts.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Spicer Group, Inc.

3.02 The Owner has retained Spicer Group, Inc. (“Engineer”) 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 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 *Contract Times: Dates*

A. The Work will be substantially completed on or before June 15, 2019 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before September 15, 2019

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. 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):

1. Substantial Completion: Contractor shall pay Owner \$600 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$600 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
 - A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

| Item No. | Description | Unit | Estimated Quantity | Bid Unit Price | Bid Price |
|---|----------------------------|------------|--------------------|----------------|-----------|
| 1 | Tennis Court Equipment | Each Court | 1 | \$ | \$ |
| 2 | Pickleball Court Equipment | Each Court | 2 | \$ | \$ |
| 3 | HMA Surface Removal | Sq. Yd. | 1627 | \$ | \$ |
| 4 | Tennis Equipment Removal | Lump Sum | 1 | \$ | \$ |
| 5 | Fence Removal | Lin. Ft. | 482 | \$ | \$ |
| 6 | HMA 13A Base Course | Ton | 150 | \$ | \$ |
| 7 | HMA 36A Wearing Course | Ton | 150 | \$ | \$ |
| 8 | Acrylic Sport Surface | Lump Sum | 1 | \$ | \$ |
| 9 | Tennis Court Striping | Each Court | 1 | \$ | \$ |
| 10 | Pickleball Court Striping | Each Court | 2 | \$ | \$ |
| 11 | Fencing, 4 Foot | Lin. Ft. | 55 | \$ | \$ |
| 12 | Fencing, 10 Foot | Lin. Ft | 10 | \$ | \$ |
| 13 | Fencing, 10 Foot, Salvaged | Lin. Ft. | 482 | \$ | \$ |
| 14 | Fence Strip Footing | Lin. Ft. | 482 | \$ | \$ |
| 15 | Restoration | Lump Sum | 1 | \$ | \$ |
| Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities) | | | | | \$ |

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 50 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, 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. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

- G. 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.
- H. 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.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 4, inclusive).
 - 4. General Conditions (pages 1 to 65, inclusive).
 - 5. Supplementary Conditions (pages 1 to 5, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. The Drawings are listed on the document title page.
 - 8. Addenda (numbers █ to █, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages █ to █, inclusive).
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. 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.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.
- B. Equal Opportunity

Contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or because of a handicap that is unrelated to the person's ability to perform the duties of a particular job or position.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

NOTICE TO PROCEED

| | | | |
|-------------|---|-----------------------------|---|
| Owner: | Ypsilanti Charter Township | Owner's Contract No.: | |
| Contractor: | | Contractor's Project No.: | |
| Engineer: | Spicer Group, Inc. | Engineer's Project No.: | 127650SG2019 |
| Project: | Burns Park Tennis and Pickleball Courts | Contract Name: | Burns Park Tennis and Pickleball Courts |
| | | Effective Date of Contract: | |

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____, 2018. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Substantial Completion is _____, 2018, and the date of readiness for final payment is _____, 2018.

Before starting any Work at the Site, Contractor must comply with the following:
[Note any access limitations, security procedures, or other restrictions]

Owner:

| | |
|-----------------------------------|-----------------------------------|
| By: _____ Authorized Signature | By: _____ Authorized Signature |
| Title: _____ | Title: _____ |
| Date Issued: _____ | Date Issued: _____ |

Copy: Engineer

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

Ypsilanti Charter Township
7200 S Huron River Dr
Ypsilanti, MI 48197

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: None See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____

Signature

Attest: _____

Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond 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 a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed

incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

Ypsilanti Charter Township
7200 S Huron River Dr
Ypsilanti, MI 48197

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount:
Description *(name and location):*

BOND

Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*
Amount:
Modifications to this Bond Form: None See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

_____ *(seal)*

Contractor's Name and Corporate Seal

_____ *(seal)*

Surety's Name and Corporate Seal

By: _____

Signature

By: _____

Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____

Signature

Attest: _____

Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

Claim to the Surety (at the address described in Paragraph 13).

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond,

and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials,

- or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in

this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

Contractor's Application for Payment No.

| | | |
|-----------------------|---------------------------|-------------------------|
| | Application Period: | Application Date: |
| To (Owner): | From (Contractor): | Via (Engineer): |
| Project: | Contract: | |
| Owner's Contract No.: | Contractor's Project No.: | Engineer's Project No.: |

Application For Payment

Change Order Summary

| Approved Change Orders | Number | Additions | Deductions | | |
|--------------------------------|--------|-----------|------------|--|-----------------|
| | | | | 1. ORIGINAL CONTRACT PRICE | \$ _____ |
| | | | | 2. Net change by Change Orders | \$ _____ |
| | | | | 3. Current Contract Price (Line 1 ± 2) | \$ _____ |
| | | | | 4. TOTAL COMPLETED AND STORED TO DATE | |
| | | | | (Column F total on Progress Estimates)..... | \$ #REF! |
| | | | | 5. RETAINAGE: | |
| | | | | a. X <u> #REF! </u> Work Completed..... | \$ #REF! |
| | | | | b. X <u> #REF! </u> Stored Material..... | \$ #REF! |
| | | | | c. Total Retainage (Line 5.a + Line 5.b)..... | \$ #REF! |
| | | | | 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c) | \$ #REF! |
| | | | | 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) | \$ _____ |
| | | | | 8. AMOUNT DUE THIS APPLICATION | \$ #REF! |
| | | | | 9. BALANCE TO FINISH, PLUS RETAINAGE | |
| | | | | (Column G total on Progress Estimates + Line 5.c above)..... | \$ #REF! |
| TOTALS | | | | | |
| NET CHANGE BY CHANGE ORDERS | | | | | |

| | |
|--|--------------------|
| <p>Contractor's Certification</p> <p>The undersigned Contractor certifies, to the best of its knowledge, the following:</p> <p>(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;</p> <p>(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and</p> <p>(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.</p> | |
| <p>Contractor Signature</p> <p>By: _____</p> | <p>Date: _____</p> |

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

is recommended by: _____ (Engineer) _____ (Date)

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

is approved by: _____ (Owner) _____ (Date)

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

Progress Estimate - Unit Price Work

Contractor's Application

| | | | | | | | | | | | | |
|---------------------|-------------|--|----------------------|-------|------------|--------------------------|------------------------------|---------------------------------|---------------------------------------|--|-----------|---------------------------|
| For (Contract): | | | | | | Application Number: | | | | | | |
| Application Period: | | | | | | Application Date: | | | | | | |
| A | | | | | B | C | D | E | F | | | |
| Item | | | Contract Information | | | | Estimated Quantity Installed | Value of Work Installed to Date | Materials Presently Stored (not in C) | Total Completed and Stored to Date (D + E) | % (F / B) | Balance to Finish (B - F) |
| Bid Item No. | Description | | Item Quantity | Units | Unit Price | Total Value of Item (\$) | | | | | | |
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| Totals | | | | | | | | | | | | |

CERTIFICATE OF SUBSTANTIAL COMPLETION

| | |
|--|--------------------------------------|
| Owner: Ypsilanti Charter Township | Owner's Contract No.: |
| Contractor: | Contractor's Project No.: |
| Engineer: Spicer Group, Inc. | Engineer's Project No.: 127650SG2019 |
| Project: Burns Park Tennis and Pickleball Courts | Contract Name: |

This [preliminary] [final] Certificate of Substantial Completion applies to:

- All Work The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: None
 As follows

Amendments to Contractor's responsibilities: None
 As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

| | | |
|-------------------------------------|---|--|
| EXECUTED BY ENGINEER: | RECEIVED: | RECEIVED: |
| By: _____ (Authorized signature) | By: _____ Owner (Authorized Signature) | By: _____ Contractor (Authorized Signature) |
| Title: _____ | Title: _____ | Title: _____ |
| Date: _____ | Date: _____ | Date: _____ |

**STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT**

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part

thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*:
 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in

general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

- A. *Bonds:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere

in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

- C. *Evidence of Owner's Insurance:* After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and

adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the

standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. abnormal weather conditions;
 - 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 - 4. acts of war or terrorism.

- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner’s interest therein as necessary for giving notice of or filing a mechanic’s or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas:*
 - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor’s operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers,

directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents,

or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the

accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority

shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 - 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
 - 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 - 2. claims for damages insured by reasonably available personal injury liability coverage.
 - 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
 - 1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.

2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required

by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
 5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or

occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

- E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary

Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for

the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be

evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.

- d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the

identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design,

process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such

Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. 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 Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. 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.

7.14 *Hazard Communication Programs*

- A. 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.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

- A. *Shop Drawing and Sample Submittal Requirements:*
 1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.
1. *Shop Drawings:*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
 2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract

Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
 8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.
- E. *Resubmittal Procedures:*
1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
 2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
 3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A 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 Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such

services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's

Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress

and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the

requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders:*

- a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
- b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

- 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

- 3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall

be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or
 - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the

Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

- d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
 - 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 - 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
 5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

- D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:* Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
2. there is no corresponding adjustment with respect to any other item of Work; and
3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include

but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

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

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 - 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 - 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
 - 1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 - 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;

- b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
 3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately

functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and

- e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Application and Acceptance:*
1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or

2. agree with the other party to submit the dispute to another dispute resolution process; or
3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03 *Subsurface and Physical Conditions*

SC-5.03 Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:

- A. No reports of exploration or test of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to the Owner.

SC-5.06 Hazardous Environmental Conditions

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.03 *Contractor's Liability Insurance*

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

- K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

- 1. **Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:**

\$1,000,000.00 limit each accident

- 2. **Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:**

Combined single limit of \$1,000,000.00 each occurrence for bodily injury 7 property damage. Must include 60 day written notice for change of coverate, cancellation, or non-renewal of coverate. Must name "The Charter Township of Ypsilanti and its past, present, and future elected officials shall be named as "additional named insured" on the general liability policy with respect to the services provided under this contract" – Occurrence basis.

3. Automobile Liability under Paragraph 6.03.D of the General Conditions:

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.

4. Owner's Protective Liability

Combined single limit of \$1,000,000.00 each occurrence for bodily injury & property damage.

5. Builder's Risk

Option. May be used to cover everything.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.02 Labor; Working Hours

SC-7.02.B. Add the following new subparagraphs immediately after Paragraph 7.02.B:

1. Regular working hours will be 7 A.M to 7 P.M.
2. Owner's legal holidays shall be defined as U.S. Federal Holidays.

SC-7.02.B. Amend the first and second sentences of Paragraph 7.02.B to state "...all Work at the Site shall be performed during regular working hours, Monday through Saturday. Contractor will not perform Work on a Sunday or any legal holiday."

SC-7.08 Permits

SC 7.08 Add the following new subparagraphs immediately after Paragraph 7.08.A:

- B. A Soil Erosion and Sedimentation Control (SESC) Permit is not required since the Owner is an Authorized Public Agency (APA). However, the Contractor will need to construct the project in accordance with SESC measure as described in the bidding plans and specifications.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.03 Project Representative

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

- B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
 1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
 3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and

other Project-related meetings, and prepare and circulate copies of minutes thereof.

4. **Liaison:**
 - a. **Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.**
 - b. **Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.**
 - c. **Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.**
5. **Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.**
6. **Shop Drawings and Samples:**
 - a. **Record date of receipt of Samples and Contractor-approved Shop Drawings.**
 - b. **Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.**
 - c. **Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.**
7. **Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.**
8. **Review of Work and Rejection of Defective Work:**
 - a. **Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.**
 - b. **Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.**
9. **Inspections, Tests, and System Start-ups:**
 - a. **Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate**

Owner's personnel, and that Contractor maintains adequate records thereof.

- b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. Records:

- a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- c. Maintain records for use in preparing Project documentation.

11. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

- 12. Payment Requests:** Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

- 13. Certificates, Operation and Maintenance Manuals:** During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. Completion:

- a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.

- b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.**
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.**

C. The RPR shall not:

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

Work Change Directive No.

Date of Issuance: _____ Effective Date: _____
Owner: Ypsilanti Charter Township Owner's Contract No.: _____
Contractor: _____ Contractor's Project _____
Engineer: Spicer Group, Inc. Engineer's Project No.: 127650SG2019
Project: Burns Park Tennis and Pickleball Courts Contract Name: _____

Contractor is directed to proceed promptly with the following change(s):
Description:

Attachments: *[List documents supporting change]*

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$ _____ [increase] [decrease].
Contract Time _____ days [increase] [decrease].

Basis of estimated change in Contract Price:

- Lump Sum Unit Price
- Cost of the Work Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By: _____
Engineer (Authorized
Signature)

By: _____
Owner (Authorized
Signature)

By: _____
Contractor (Authorized
Signature)

Title:

Title:

Title:

Date:

Date:

Date:

Approved by Funding Agency (if applicable)

By:
Title

Date:

| | |
|--|--------------------------------------|
| Date of Issuance: | Effective Date: |
| Owner: Ypsilanti Charter Township | Owner's Contract No.: |
| Contractor: | Contractor's Project No.: |
| Engineer: Spicer Group, Inc. | Engineer's Project No.: 127650SG2019 |
| Project: Burns Park Tennis and Pickleball Courts | Contract Name: |

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

Description:

Attachments: *[List documents supporting change]*

| CHANGE IN CONTRACT PRICE | CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i> |
|--|---|
| Original Contract Price: \$ _____ | Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates |
| [Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ _____ | [Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days |
| Contract Price prior to this Change Order: \$ _____ | Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates |
| [Increase] [Decrease] of this Change Order: \$ _____ | [Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates |
| Contract Price incorporating this Change Order: \$ _____ | Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates |

| | | |
|-------------------------------------|---|--|
| RECOMMENDED: | ACCEPTED: | ACCEPTED: |
| By: _____ Engineer (if required) | By: _____ Owner (Authorized Signature) | By: _____ Contractor (Authorized Signature) |
| Title: _____ | Title: _____ | Title: _____ |
| Date: _____ | Date: _____ | Date: _____ |

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

Date of Issuance: _____ Effective Date: _____
 Owner: Ypsilanti Charter Township Owner's Contract No.: _____
 Contractor: _____ Contractor's Project No.: _____
 Engineer: Spicer group, Inc. Engineer's Project No.: 127650SG2019
 Project: Burns Park Tennis and Pickleball Courts Contract Name: _____

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph III "Changes in the Work", for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference: _____
 Specification(s) _____ Drawing(s) / Detail(s) _____

Description:

Attachments:

ISSUED:

RECEIVED:

By: _____ By: _____
 Engineer (Authorized Signature) Contractor (Authorized Signature)

Title: _____ Title: _____
 :

Date: _____ Date: _____
 :

Copy to: Owner

Sec. 2-201. - Living wage.

(a) *Definitions.* For the purposes of this section, the following definitions shall apply:

Contractor/vendor is a person or entity that has a contract with the township primarily for the furnishing of services (as opposed to the purchasing or leasing of goods or property) where the total amount of the contract or contracts exceeds \$10,000 for any 12-month period, including any subcontractors of such contractor:

Grantee is the recipient of any financial assistance from the township in the form of any federal or state grant program administered by the township, revenue bond financing, tax increment financing, tax abatement, tax credit, director grant, or any other form of financial assistance, including any contractors, subcontractors, or leaseholders of the grantee at the subsidized site(s), that exceeds \$20,000 for any 12-month period.

Beneficiary means any person or entity that is a recipient of a contract or financial assistance.

Covered employer means a beneficiary of a service contract or a grantee for financial assistance that has not been granted an exemption from this section pursuant to subsection (f) of this section.

Covered employee means a person employed by a covered employer receiving assistance; provided, however, that persons who are employed pursuant to federal, state or local laws relating to prevailing wages shall be exempt from this section.

Employee means a person within the meaning of Section 161 of the Worker's Disability Compensation Act of 1969, being Section 418.161 of the Compiled Laws of 1979.

Living wage has the meaning stated in subsection (c).

Person means one or more of the following or their agents, employees, servants, representatives, and legal representatives; individuals, corporations, partnerships, joint ventures, associations, labor organizations, educational institutions, mutual companies, joint stock companies, trusts, unincorporated associations, trustees, trustees in bankruptcy, receivers, fiduciaries, and all other entities recognized at law by this State.

(b) *Applicability.* This section shall apply to any "person" as defined herein that employs or contracts with five or more individuals. Provided, however, that a nonprofit contractor or grantee shall have at least ten or more employees and a contract or grant that exceeds \$20,000 in any 12-month period in order for this section to apply to it.

This section shall apply to any grant, contract or subcontract awarded or entered into after the effective date of the section. After the effective date of the section, entering into an agreement for an extension or renewal of any contract or grant as defined herein shall be conditioned upon compliance with this section.

(c) *Living wages required.*

- (1) Every contractor or grantee, as defined in subsection (a), shall pay its covered employees a living wage as established in this section.
 - a. For an entity that provides employee health care to its employees, the living wage shall be \$8.50 an hour.
 - b. For an entity that does not provide health care to its employees, the living wage shall be \$10.00 an hour.
- (2) In order to qualify to pay the living wage rate for entities providing employee health care under subsection (c)(1)a, the entity shall furnish proof of said coverage to the township human resources

department.

- (3) The living wage established in this section shall be reviewed by the township no later than March 1, 2001 and every two years thereafter.
- (d) *Employees covered.*
- (1) Any entity receiving a contract, as defined in subsection (a), shall pay those employees performing work on the contract a living wage as defined herein.
 - (2) Any entity receiving a grant, as defined in subsection (a), shall pay all employees (or persons contracted for employment) working in (or whose base of employment is in) the work place that is receiving or benefiting from such grant a living wage as defined herein.
- (e) *Enforcement.*
- (1) The township shall require, as a condition of any contract or grant covered by this section, that the affected entity agree to the payment of a living wage as a condition of entering into or renewal of said contract or grant. The affected entity shall agree to post a notice regarding the applicability of this section in any work place or other location in which employees or other persons contracted for employment are working. The affected entity shall agree to provide payroll records or other documentation, as deemed necessary by the township, to the township's human resource department within ten business days from receipt of the township's request.
 - (2) Any employee or person contracted for employment by an affected entity who is denied payment of the applicable living wage shall have the right to file a claim for relief to enforce any rights granted under this section in a court of law. The court shall award wage restitution, interest, attorneys fees and costs, in the event the employee prevails in the action.
 - (3) The township board shall have the right to modify, terminate, and/or seek specific performance of any contract or grant with an affected entity from any court of competent jurisdiction, if it is determined after a public hearing, that based upon the preponderance of evidence, the affected entity has not complied with this section.
- (f) *Exemptions.*
- (1) The township board, after conducting a public hearing, may grant a partial or complete exemption from the requirements of this section, if it determines one of the following:
 - a. The application of the section would violate federal, state or local law(s);
 - b. The application of the section would cause economic harm to a nonprofit contractor or grantee in a fashion that would result in the harm created by the application of the section outweighing the benefits of applying the section.
- (g) *Other provisions.*
- (1) No affected entity shall reduce the compensation, wages, fringe benefits, or leave available to any covered employee or person contracted for employment in order to pay the living wage required by this section.
 - (2) Nothing in this section shall be construed to conflict with, interfere with, and/or supersede any provision of a collective bargaining agreement with any union representing covered employees. This section shall not be applicable to any "seasonal employee" who is hired pursuant to a provision of a collective bargaining agreement between an employer and any union.
 - (3) No employee covered by a federal, state, or local law requiring the payment of prevailing wages shall be covered by this section.

- (4) This ordinance shall not be applicable to the establishment and/or continuation of the following if developed for high school and/or college students:
- a. A bona fide training program;
 - b. A youth employment program;
 - c. A work study program.

(Code 1975, § 13-1; Ord. No. 99-213, §§ 2—8, 5-4-99)

AN ORDINANCE ESTABLISHING BIDDING
PROCEDURES AND CONTRACTING FOR CONSTRUCTION AND/OR
REMODELING OF ANY BUILDING OR PART THEREOF
OWNED BY THE TOWNSHIP OF YPSILANTI

SECTION 1. This ordinance is ordained for the purpose of establishing a procedure to insure that Contractors performing services on Ypsilanti Township buildings, parks and/or water and sewer lines shall pay employees in accordance with the prevailing wage rates.

SECTION 2. No contract, agreement, understanding or other arrangement, whether oral or written for the construction and/or substantial remodeling of any building or part thereof, for or on the behalf of or owned by the Township of Ypsilanti, involving craftsmen, mechanics and laborers employed directly upon the site of work shall be entered into, approved or executed unless such contract, agreement, understanding or arrangement shall provide and require that all craftsmen, mechanics and laborers so employed shall receive at least the prevailing wages and fringe benefits of the Building Trades Department for corresponding classes of craftsmen, mechanics and laborers as determined and published by the Davis-Bacon Division of the United States Department of Labor for the Washtenaw County area.

SECTION 3. Such contract, agreement, understanding or arrangements shall provide that all sub-contracts entered into by the Contractor shall contain the provisions set forth above with respect to the contractor and all such contracts, agreements, understandings or arrangements shall provide that all contractors and sub-contractors engaged in the performances of service or work for the Township to which this section of this Ordinance applies, shall at the request of the Township, furnish proof satisfactory to the Township that the foregoing

RITCHIE & RITCHIE
ATTORNEYS AND
COUNSELORS AT LAW
3040 PACIFIC RD.
YPSILANTI, MICH. 48197
(313) 485-0800

HENRY C. RITCHIE
CLYDE RITCHIE
KALIAN D. LISTON

provisions of such contract or sub-contract are being complied with. It shall be the responsibility of the Township Clerk to, on demand, post at an appropriate place in the Township, Clerk's Office, prevailing wages and fringe benefits that may be, in effect in accordance with the foregoing, and the Township Clerk is directed to see that the requirements of this paragraph of this Ordinance are contained in and complied with in all contracts, agreements, understandings or arrangements for work or services to be performed for the Township in accordance herewith.

SECTION 4. Should any section, clause or phase of this Ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof other than the part so declared to be invalid.

SECTION 5. All Ordinances, or parts of ordinances, in conflict with any of the provisions of this ordinance are hereby repealed.

SECTION 6. This Ordinance shall take effect Thirty (30) days after publication in a newspaper of general circulation in Ypsilanti Township.

Anna J. Stepp
Anna J. Stepp
Ypsilanti Township Clerk

I hereby certify that the foregoing Ordinance No. 69 was duly adopted at a Regular Meeting of the Ypsilanti Township Board held on March 5, 1974, at 7200 S. Huron River Drive, Ypsilanti, Michigan.

I further certify that the following Board Members were present: Gagnon, Daniels, Sturza, Branham, Crum and Turner. Absent: Stepp.

The following Board Members voted for adoption of said Ordinance No. 69: Gagnon, Daniels, Sturza, Branham, Crum & Turner.

Opposed: None

Publish-March 9, 1974

Anna J. Stepp
Anna J. Stepp
Ypsilanti Township Clerk

RITCHIE & RITCHIE
ATTORNEYS AND
COUNSELORS AT LAW
3050 PACKARD RD.
YPSILANTI, MICH. 48197
(313) 485-0600

HENRY C. RITCHIE
CLYDE RITCHIE
KALIAN D. LISTON

Legal

"General Decision Number: MI20190074 09/27/2019

Superseded General Decision Number: MI20180074

State: Michigan

Construction Type: Heavy

County: Washtenaw County in Michigan.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 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 \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor

requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/04/2019 |
| 1 | 07/05/2019 |
| 2 | 07/19/2019 |
| 3 | 07/26/2019 |
| 4 | 08/09/2019 |
| 5 | 08/30/2019 |
| 6 | 09/20/2019 |
| 7 | 09/27/2019 |

CARP0687-006 06/01/2019

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| CARPENTER, Includes Form Work.... | \$ 32.70 | 28.94 |

* ELEC0252-009 06/03/2019

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 45.78 | 24.33 |

ENGI0325-019 09/01/2018

POWER EQUIPMENT OPERATORS: Underground Construction (Including Sewer)

| | Rates | Fringes |
|--------------------------|----------|---------|
| POWER EQUIPMENT OPERATOR | | |
| GROUP 1..... | \$ 32.53 | 23.85 |
| GROUP 2..... | \$ 27.80 | 23.85 |
| GROUP 3..... | \$ 27.07 | 23.85 |
| GROUP 4..... | \$ 26.50 | 23.85 |

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

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

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

ENGI0326-008 06/01/2019

EXCLUDES UNDERGROUND CONSTRUCTION

| | Rates | Fringes |
|---------------------------|----------|---------|
| OPERATOR: Power Equipment | | |
| GROUP 1..... | \$ 41.89 | 24.45 |
| GROUP 2..... | \$ 40.39 | 24.45 |
| GROUP 3..... | \$ 38.89 | 24.45 |
| GROUP 4..... | \$ 38.59 | 24.45 |
| GROUP 5..... | \$ 37.77 | 24.45 |
| GROUP 6..... | \$ 36.91 | 24.45 |
| GROUP 7..... | \$ 35.94 | 24.45 |
| GROUP 8..... | \$ 34.23 | 24.45 |
| GROUP 9..... | \$ 25.89 | 24.45 |

FOOTNOTES: Tower cranes: to be paid the crane operator rate determined by the combined length of the mast and the boom.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane with boom & jib or leads 400' or longer

GROUP 2: Crane with boom & jib or leads 300' or longer

GROUP 3: Crane with boom & jib or leads 220' or longer

GROUP 4: Crane with boom & jib or leads 140' or longer

GROUP 5: Crane with boom & jib or leads 120' or longer

GROUP 6: Regular crane operator

GROUP 7: Backhoe/Excavator, Bobcat/Skid Loader, Boring Machine, Broom/Sweeper, Bulldozer, Grader/Blade, Loader, Roller, Scraper, Tractor, Trencher

GROUP 8: Forklift

GROUP 9: Oiler

IRON0025-006 06/17/2018

| | Rates | Fringes |
|------------------|----------|---------|
| IRONWORKER | | |
| Reinforcing..... | \$ 29.48 | 27.74 |
| Structural..... | \$ 35.52 | 28.65 |

LABO0334-009 06/01/2019

EXCLUDES OPEN CUT CONSTRUCTION

| | Rates | Fringes |
|-------------------|----------|---------|
| Landscape Laborer | | |
| GROUP 1..... | \$ 20.75 | 7.10 |
| GROUP 2..... | \$ 18.75 | 7.10 |

LANDSCAPE LABORER CLASSIFICATIONS

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

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

tender

LABO0334-018 09/01/2018

SCOPE OF WORK:

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

| | Rates | Fringes |
|---|----------|---------|
| LABORER | | |
| (1) Common or General..... | \$ 23.75 | 12.85 |
| (2) Mason Tender- Cement/Concrete..... | \$ 23.86 | 12.85 |
| (4) Grade Checker..... | \$ 24.05 | 12.85 |
| (5) Pipelayer..... | \$ 22.90 | 12.75 |
| (524.20) Pipelayer..... | \$ 22.90 | 12.85 |
| (7) Landscape..... | \$ 18.14 | 12.85 |

LABO0499-020 08/01/2019

EXCLUDES OPEN CUT CONSTRUCTION

| | Rates | Fringes |
|--------------|----------|---------|
| LABORER | | |
| GROUP 1..... | \$ 29.37 | 40.40 |
| GROUP 2..... | \$ 29.58 | 40.40 |
| GROUP 3..... | \$ 29.71 | 40.40 |

LABORER CLASSIFICATIONS

GROUP 1: Common or General; Grade Checker

GROUP 2: Mason Tender - Cement/Concrete

GROUP 3: Pipelayer

PAIN0022-005 07/01/2008

| | Rates | Fringes |
|---------------------|----------|---------|
| PAINTER | | |
| Brush & Roller..... | \$ 25.06 | 14.75 |
| Spray..... | \$ 25.86 | 14.75 |

PLAS0514-002 06/01/2018

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 31.47 | 13.81 |

PLUM0190-010 06/01/2019

| | Rates | Fringes |
|--------------|----------|---------|
| PLUMBER..... | \$ 42.26 | 23.24 |

TEAM0007-006 06/01/2019

| | Rates | Fringes |
|--|----------|-----------|
| TRUCK DRIVER | | |
| Dump Truck under 8 cu. yds.; Tractor Haul Truck.... | \$ 27.15 | .50 + a+b |
| Dump Truck, 8 cu. yds. and over..... | \$ 27.25 | .50 + a+b |
| Lowboy/Semi-Trailer Truck... | \$ 27.40 | .50 + a+b |

FOOTNOTE:

- a. \$446.70 per week.
- b. \$67.00 daily.

SUMI2010-072 11/09/2010

| Rates | Fringes |
|-------|---------|
|-------|---------|

TRUCK DRIVER: Off the Road

Truck.....\$ 20.82 3.69

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

=====
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"

SECTION 01 10 00

SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Contract description.
2. Contractor's use of Site.
3. Permits.
4. Specification conventions.

1.2 CONTRACT DESCRIPTION

- A. Work of the Project includes demolition of an approximately 120' x 120' tennis court playing surface, construction of a new 120' x 120' tennis and pickleball multi-use playing surface, salvaging fencing, and restoration.
- B. Perform Work of Contract under stipulated sum Contract with Owner according to Conditions of Contract.

1.3 CONTRACTOR'S USE OF SITE

- A. Access to Site: Contractor may, at their own cost, close the park or portions of the park to public. Contractor is responsible for safety and security of the site. Contractor must allow safe and reasonable access to the Owner or Owner's representative.
- B. Time Restrictions for Performing Work: as described in General and Supplemental Conditions.
- C. Construction Plan: Before start of construction, submit by email an electronic file in PDF format of construction plan regarding access to Work, use of Site, and utility outages for acceptance by Owner. After acceptance of plan, construction operations shall comply with accepted plan unless deviations are accepted by Owner in writing.

1.4 PERMITS

- A. Furnish any necessary permits for construction of Work and delivery of materials.

1.5 SPECIFICATION CONVENTIONS

- A. These Specifications are written in imperative mood and streamlined form. This imperative language is directed to Contractor unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 01 10 00

SECTION 01 20 00

PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Application for Payment.
- B. Change procedures.
- C. Defect assessment.
- D. Unit prices.

1.2 APPLICATION FOR PAYMENT

- A. Submit via email electronic file in PDF format of each Application for Payment on EJCDC C-620 - Contractor's Application for Payment.
- B. Content and Format: Use Schedule of Values for listing items in Application for Payment.
- C. Submit updated construction schedule with each Application for Payment.
- D. Payment Period: Submit at intervals stipulated in the Agreement.
- E. Submit submittals with transmittal letter as specified in Section 01 33 00 - Submittal Procedures.
- F. Substantiating Data: When Architect/Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:
 - 1. Partial release of liens from major Subcontractors and vendors.
 - 2. Affidavits attesting to off-Site stored products.
 - 3. Construction Progress Schedule, revised and current as specified in Section 01 33 00 - Submittal Procedures.

1.3 CHANGE PROCEDURES

- A. Submittals: Submit name of individual who is authorized to receive change documents and is responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. Carefully study and compare Contract Documents before proceeding with fabrication and installation of Work. Promptly advise Architect/Engineer of any error, inconsistency, omission, or apparent discrepancy.

- C. Requests for Interpretation (RFI) and Clarifications: Allot time in construction scheduling for liaison with Architect/Engineer; establish procedures for handling queries and clarifications.
 - 1. Use CSI Form 13.2A - Request for Interpretation for requesting interpretations.
 - 2. Architect/Engineer may respond with a direct answer on the Request for Interpretation form,, EJCDC C-942 - Field Order, or CSI Form 13/6A - Change Order Request (Proposal).
- D. Architect/Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions on EJCDC C-942.
- E. Architect/Engineer may issue CSI Form 13/6A including a detailed description of proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change with stipulation of overtime work required and with the period of time during which the requested price will be considered valid. Contractor will prepare and submit estimate within 5 days.
- F. Document requested substitutions according to Section 01 25 00 - Substitution Procedures.
- G. Unit Price Change Order: For Contract unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of that which are not predetermined, execute Work under Work Directive Change. Changes in Contract Sum/Price or Contract Time will be computed as specified for Force Account Change Order.
- H. Work Directive Change: Architect/Engineer may issue directive, on EJCDC C-940 - Work Change Directive signed by Owner, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.
- I. Force Account Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of the Contract. Architect/Engineer will determine change allowable in Contract Sum/Price and Contract Time as provided in Contract Documents.
- J. Maintain detailed records of Work done on force account basis. Provide full information required for evaluation of proposed changes and to substantiate costs for changes in the Work.
- K. Document each quotation for change in Project Cost or Time with sufficient data to allow evaluation of quotation.
- L. Change Order Forms: EJCDC C-941 - Change Order.
- M. Execution of Change Orders: Architect/Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
- N. Correlation of Contractor Submittals:
 - 1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.

2. Promptly revise Progress Schedules to reflect change in Contract Time, revise subschedules to adjust times for other items of Work affected by the change, and resubmit.
3. Promptly enter changes in Record Documents.

1.4 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of Architect/Engineer, it is not practical to remove and replace the Work, Architect/Engineer will direct appropriate remedy or adjust payment.
- C. The defective Work may remain, but unit sum/price will be adjusted to new sum/price at discretion of Architect/Engineer.
- D. Defective Work will be partially repaired according to instructions of Architect/Engineer, and unit sum/price will be adjusted to new sum/price at discretion of Architect/Engineer.
- E. Individual Specification Sections may modify these options or may identify specific formula or percentage sum/price reduction.
- F. Authority of Architect/Engineer to assess defects and identify payment adjustments is final.
- G. Nonpayment for Rejected Products: Payment will not be made for rejected products for any of the following reasons:
 1. Products wasted or disposed of in a manner that is not acceptable.
 2. Products determined as unacceptable before or after placement.
 3. Products not completely unloaded from transporting vehicle.
 4. Products placed beyond lines and levels of the required Work.
 5. Products remaining on hand after completion of the Work.
 6. Loading, hauling, and disposing of rejected products.

1.5 UNIT PRICES

- A. Authority: Measurement methods are delineated in individual Specification Sections.
- B. Measurement methods delineated in individual Specification Sections complement criteria of this Section. In event of conflict, requirements of individual Specification Section govern.
- C. Take measurements and compute quantities. Architect/Engineer will verify measurements and quantities.
- D. Unit Quantities: Quantities and measurements indicated on Bid Form are for Contract purposes only. Actual quantities provided shall determine payment.
 1. When actual Work requires more or fewer quantities than those quantities indicated, provide required quantities at contracted unit sum/prices.
 2. When actual Work requires 25 percent or greater change in quantity than those quantities indicated, Owner or Contractor may claim a Contract Price adjustment.

- E. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application, or installation of item of the Work; overhead and profit.
- F. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Architect/Engineer multiplied by unit sum/price for Work incorporated in or made necessary by the Work.
- G. Measurement of Quantities:
 - 1. Weigh Scales: Inspected, tested, and certified by applicable State weights and measures department within past year.
 - 2. Platform Scales: Of sufficient size and capacity to accommodate conveying vehicle.
 - 3. Metering Devices: Inspected, tested, and certified by applicable State department within past year.
 - 4. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel, or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
 - 5. Measurement by Volume: Measured by cubic dimension using mean length, width, and height or thickness.
 - 6. Measurement by Area: Measured by square dimension using mean length and width or radius.
 - 7. Linear Measurement: Measured by linear dimension, at item centerline or mean chord.
 - 8. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as completed item or unit of the Work.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 01 20 00

SECTION 01 25 00

SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Quality assurance.
- B. Product options.
- C. Product substitution procedures.

1.2 QUALITY ASSURANCE

- A. Contract is based on products and standards established in Contract Documents without consideration of proposed substitutions.
- B. Products specified define standard of quality, type, function, dimension, appearance, and performance required.
- C. Substitution Proposals: Permitted for specified products except where specified otherwise. Do not substitute products unless substitution has been accepted and approved in writing by Owner.

1.3 PRODUCT OPTIONS

- A. See Section 01 60 00 - Product Requirements.

1.4 PRODUCT SUBSTITUTION PROCEDURES

- A. Architect/Engineer will consider requests for substitutions only within 15 days after date of Owner-Contractor Agreement.
- B. Substitutions may be considered when a product becomes unavailable through no fault of Contractor.
- C. Document each request with complete data, substantiating compliance of proposed substitution with Contract Documents, including:
 - 1. Manufacturer's name and address, product, trade name, model, or catalog number, performance and test data, and reference standards.
 - 2. Itemized point-by-point comparison of proposed substitution with specified product, listing variations in quality, performance, and other pertinent characteristics.
 - 3. Reference to Article and Paragraph numbers in Specification Section.

4. Cost data comparing proposed substitution with specified product and amount of net change to Contract Sum.
5. Changes required in other Work.
6. Availability of maintenance service and source of replacement parts as applicable.
7. Certified test data to show compliance with performance characteristics specified.
8. Samples when applicable or requested.
9. Other information as necessary to assist Architect/Engineer's evaluation.

D. A request constitutes a representation that Contractor:

1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
2. Will provide same warranty for substitution as for specified product.
3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
4. Waives claims for additional costs or time extension that may subsequently become apparent.
5. Will coordinate installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
6. Will reimburse Owner for review or redesign services associated with reapproval by authorities having jurisdiction.

E. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals without separate written request or when acceptance will require revision to Contract Documents.

F. Substitution Submittal Procedure:

1. Submit requests for substitutions on CSI Form 13.1A Substitution Request-After the Bidding/Negotiating Stage.
2. Submit, via email, a file in PDF format of Request for Substitution for consideration. Limit each request to one proposed substitution.
3. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.
4. Architect/Engineer will notify Contractor in writing of decision to accept or reject request.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 01 25 00

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Coordination and Project conditions.
- B. Preconstruction meeting.
- C. Site mobilization meeting.
- D. Progress meetings.
- E. Preinstallation meetings.
- F. Closeout meeting.
- G. Alteration procedures.

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various Sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Verify that utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate Work of various Sections having interdependent responsibilities for installing, connecting to, and placing operating equipment in service.
- C. Coordination Meetings: In addition to other meetings specified in this Section, hold coordination meetings with personnel and Subcontractors to ensure coordination of Work.
- D. Coordinate completion and clean-up of Work of separate Sections in preparation for Substantial Completion.
- E. After Owner's occupancy of premises, coordinate access to Site for correction of defective Work and Work not complying with Contract Documents, to minimize disruption of Owner's activities.

1.3 PRECONSTRUCTION MEETING

- A. Architect/Engineer will schedule and preside over meeting after Notice of Award.
- B. Attendance Required: Architect/Engineer, Owner, major Subcontractors, and Contractor.

- C. Minimum Agenda:
 - 1. Submission of executed bonds and insurance certificates.
 - 2. Distribution of Contract Documents.
 - 3. Submission of list of Subcontractors, list of products, schedule of values, and Progress Schedule.
 - 4. Designation of personnel representing parties in Contract and Architect/Engineer.
 - 5. Communication procedures.
 - 6. Procedures and processing of requests for interpretations, field decisions, field orders, submittals, substitutions, Applications for Payments, proposal request, Change Orders, and Contract closeout procedures.
 - 7. Scheduling.
 - 8. Critical Work sequencing.

- D. Contractor: Record minutes and distribute copies to participants within two days after meeting, with two copies each to Architect/Engineer, Owner, and those affected by decisions made.

1.4 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.

- B. Architect/Engineer will make arrangements for meetings, prepare agenda with copies for participants, and preside over meetings.

- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, and Architect/Engineer, as appropriate to agenda topics for each meeting.

- D. Minimum Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems impeding planned progress.
 - 5. Review of submittal schedule and status of submittals.
 - 6. Review of off-Site fabrication and delivery schedules.
 - 7. Maintenance of Progress Schedule.
 - 8. Corrective measures to regain projected schedules.
 - 9. Planned progress during succeeding work period.
 - 10. Coordination of projected progress.
 - 11. Maintenance of quality and work standards.
 - 12. Effect of proposed changes on Progress Schedule and coordination.
 - 13. Other business relating to Work.

- E. Contractor: Record minutes and distribute copies to participants within two days after meeting, with two copies each to Architect/Engineer, Owner, and those affected by decisions made.

1.5 CLOSEOUT MEETING

- A. Schedule Project closeout meeting with sufficient time to prepare for requesting Substantial Completion. Preside over meeting and be responsible for minutes.
- B. Attendance Required: Contractor, major Subcontractors, Architect/Engineer, Owner, and others appropriate to agenda.
- C. Notify Architect/Engineer four days in advance of meeting date.
- D. Minimum Agenda:
 - 1. Contractor's inspection of Work.
 - 2. Contractor's preparation of an initial "punch list."
 - 3. Procedure to request Architect/Engineer inspection to determine date of Substantial Completion.
 - 4. Completion time for correcting deficiencies.
 - 5. Inspections by authorities having jurisdiction.
 - 6. Final cleaning.
 - 7. Preparation for final inspection.
 - 8. Closeout Submittals:
 - 9. Final Application for Payment.
 - 10. Contractor's demobilization of Site.
 - 11. Maintenance.
- E. Record minutes and distribute copies to participants within two days after meeting, with two copies each to Architect/Engineer, Owner, and those affected by decisions made.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION – Not Used

END OF SECTION 01 30 00

SECTION 01 32 16

CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Submittals.
- B. Review and evaluation.
- C. Updating schedules.
- D. Distribution.

1.2 SUBMITTALS

- A. Within 10 days after date of Owner-Contractor Agreement, submit proposed preliminary network diagram defining planned operations for first 60 days of Work, with general outline for remainder of Work.
- B. Participate in review of preliminary and complete network diagrams jointly with Architect/Engineer.
- C. Within 20 days after joint review of proposed preliminary network diagram, submit draft of proposed complete network diagram for review. Include written certification that major Subcontractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete network analysis consisting of network diagrams and mathematical analyses.
- E. Submit updated network schedules with each Application for Payment.
- F. Submit number of opaque reproductions Contractor requires, plus two copies Architect/Engineer will retain.
- G. Submit network schedules under transmittal letter form specified in Section 01 33 00 - Submittal Procedures.
- H. Schedule Updates:
 - 1. Overall percent complete, projected and actual.
 - 2. Completion progress by listed activity and subactivity, to within five working days prior to submittal.
 - 3. Changes in Work scope and activities modified since submittal.
 - 4. Delays in submittals or resubmittals, deliveries, or Work.
 - 5. Adjusted or modified sequences of Work.

6. Other identifiable changes.
7. Revised projections of progress and completion.

I. Narrative Progress Report:

1. Submit with each monthly submission of Progress Schedule.
2. Summary of Work completed during the past period between reports.
3. Work planned during the next period.
4. Explanation of differences between summary of Work completed and Work planned in previously submitted report.
5. Current and anticipated delaying factors and estimated impact on other activities and completion milestones.
6. Corrective action taken or proposed.

1.3 REVIEW AND EVALUATION

- A. Participate in joint review and evaluation of schedules with Architect/Engineer at each submittal.
- B. Evaluate Project status to determine Work behind schedule and Work ahead of schedule.
- C. After review, revise schedules incorporating results of review, and resubmit within 10 days.

1.4 UPDATING SCHEDULES

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity. Update schedules to depict current status of Work.
- C. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- D. Upon approval of a Change Order, include the change in the next schedule submittal.
- E. Indicate changes required to maintain Date of Substantial Completion.
- F. Submit sorts as required to support recommended changes.
- G. Prepare narrative report to define problem areas, anticipated delays, and impact on schedule. Report corrective action taken or proposed and its effect.

1.5 DISTRIBUTION

- A. Following joint review, distribute copies of updated schedules to Contractor's Project site file, to Subcontractors, suppliers, Architect/Engineer, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 01 32 16

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Definitions.
- B. Submittal procedures.
- C. Construction progress schedules.
- D. Proposed product list.
- E. Product data.
- F. Use of electronic CAD files of Project Drawings.
- G. Shop Drawings.
- H. Samples.
- I. Other submittals.
- J. Test reports.
- K. Certificates.
- L. Manufacturer's instructions.
- M. Manufacturer's field reports.
- N. Erection Drawings.
- O. Contractor review.
- P. Architect/Engineer review.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect/Engineer's responsive action.
- B. Informational Submittals: Written and graphic information and physical Samples that do not require Architect/Engineer's responsive action. Submittals may be rejected for not complying with requirements.

1.3 SUBMITTAL PROCEDURES

- A. Transmit each submittal with CSI Form 12.1A - Submittal Transmittal.
- B. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.
- C. Identify: Project, Contractor, Subcontractor and supplier, pertinent Drawing and detail number, and Specification Section number appropriate to submittal.
- D. Apply Contractor's stamp, signed or initialed, certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is according to requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite Project, and submit electronic submittals via email as PDF electronic files. Coordinate submission of related items.
- F. For each submittal for review, allow 15 days excluding delivery time to and from Contractor.
- G. Identify variations in Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.
- H. Allow space on submittals for Contractor and Architect/Engineer review stamps.
- I. When revised for resubmission, identify changes made since previous submission.
- J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- K. Submittals not requested will not be recognized nor processed.
- L. Incomplete Submittals: Architect/Engineer will not review. Complete submittals for each item are required. Delays resulting from incomplete submittals are not the responsibility of Architect/Engineer.

1.4 CONSTRUCTION PROGRESS SCHEDULES

- A. Comply with Section 01 32 16 - Construction Progress Schedule

1.5 PROPOSED PRODUCT LIST

- A. Within 15 days after date of Owner-Contractor Agreement, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, indicate manufacturer, trade name, model or catalog designation, and reference standards.

1.6 PRODUCT DATA

- A. Product Data: Action Submittal: Submit to Architect/Engineer for review for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Submit electronic submittals via email as PDF electronic files.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.7 ELECTRONIC CAD FILES OF PROJECT DRAWINGS

- A. Electronic CAD Files of Project Drawings: May only be used to expedite production of Shop Drawings for the Project. Use for other Projects or purposes is not allowed.
- B. Electronic CAD Files of Project Drawings: Distributed only under the following conditions:
 - 1. Use of files is solely at receiver's risk. Architect/Engineer does not warrant accuracy of files. Receiving files in electronic form does not relieve receiver of responsibilities for measurements, dimensions, and quantities set forth in Contract Documents. In the event of ambiguity, discrepancy, or conflict between information on electronic media and that in Contract Documents, notify Architect/Engineer of discrepancy and use information in hard-copy Drawings and Specifications.
 - 2. CAD files do not necessarily represent the latest Contract Documents, existing conditions, and as-built conditions. Receiver is responsible for determining and complying with these conditions and for incorporating addenda and modifications.
 - 3. User is responsible for removing information not normally provided on Shop Drawings and removing references to Contract Documents. Shop Drawings submitted with information associated with other trades or with references to Contract Documents will not be reviewed and will be immediately returned.
 - 4. Receiver shall not hold Architect/Engineer responsible for data or file clean-up required to make files usable, nor for error or malfunction in translation, interpretation, or use of this electronic information.
 - 5. Receiver shall understand that even though Architect/Engineer has computer virus scanning software to detect presence of computer viruses, there is no guarantee that computer viruses are not present in files or in electronic media.
 - 6. Receiver shall not hold Architect/Engineer responsible for such viruses or their consequences, and shall hold Architect/Engineer harmless against costs, losses, or damage caused by presence of computer virus in files or media.

1.8 SHOP DRAWINGS

- A. Shop Drawings: Action Submittal: Submit to Architect/Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. When required by individual Specification Sections, provide Shop Drawings signed and sealed by a professional Engineer responsible for designing components shown on Shop Drawings.
 - 1. Include signed and sealed calculations to support design.
 - 2. Submit Shop Drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
 - 3. Make revisions and provide additional information when required by authorities having jurisdiction.
- D. Submit electronic submittals via email as PDF electronic files.
- E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.9 SAMPLES

- A. Samples: Action Submittal: Submit to Architect/Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Samples for Selection as Specified in Product Sections:
 - 1. Submit to Architect/Engineer for aesthetic, color, and finish selection.
 - 2. Submit Samples of finishes, textures, and patterns for Architect/Engineer selection.
- C. Submit Samples to illustrate functional and aesthetic characteristics of products, with integral parts and attachment devices. Coordinate Sample submittals for interfacing work.
- D. Include identification on each Sample, with full Project information.
- E. Submit number of Samples specified in individual Specification Sections; Architect/Engineer will retain one Sample.
- F. Reviewed Samples that may be used in the Work are indicated in individual Specification Sections.
- G. Samples will not be used for testing purposes unless specifically stated in Specification Section.
- H. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.10 OTHER SUBMITTALS

- A. Closeout Submittals: Comply with Section 01 70 00 - Execution and Closeout Requirements.
- B. Informational Submittal: Submit data for Architect/Engineer's knowledge as Contract administrator or for Owner.
- C. Submit information for assessing conformance with information given and design concept expressed in Contract Documents.

1.11 TEST REPORTS

- A. Informational Submittal: Submit reports for Architect/Engineer's knowledge as Contract administrator or for Owner.
- B. Submit test reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

1.12 CERTIFICATES

- A. Informational Submittal: Submit certification by manufacturer, installation/application Subcontractor, or Contractor to Architect/Engineer, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product but must be acceptable to Architect/Engineer.

1.13 MANUFACTURER'S INSTRUCTIONS

- A. Informational Submittal: Submit manufacturer's installation instructions for Architect/Engineer's knowledge as Contract administrator or for Owner.
- B. Submit printed instructions for delivery, storage, assembly, installation, adjusting, and finishing, to Architect/Engineer in quantities specified for Product Data.
- C. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.14 MANUFACTURER'S FIELD REPORTS

- A. Informational Submittal: Submit reports for Architect/Engineer's knowledge as Contract administrator or for Owner.
- B. Submit report within 5 days of observation to Architect/Engineer for information.

- C. Submit reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

1.15 ERECTION DRAWINGS

- A. Informational Submittal: Submit Drawings for Architect/Engineer's knowledge as Contract administrator or for Owner.
- B. Submit Drawings for information assessing conformance with information given and design concept expressed in Contract Documents.
- C. Data indicating inappropriate or unacceptable Work may be subject to action by Architect/Engineer or Owner.

1.16 CONTRACTOR REVIEW

- A. Review for compliance with Contract Documents and approve submittals before transmitting to Architect/Engineer.
- B. Contractor: Responsible for:
 - 1. Determination and verification of materials including manufacturer's catalog numbers.
 - 2. Determination and verification of field measurements and field construction criteria.
 - 3. Checking and coordinating information in submittal with requirements of Work and of Contract Documents.
 - 4. Determination of accuracy and completeness of dimensions and quantities.
 - 5. Confirmation and coordination of dimensions and field conditions at Site.
 - 6. Construction means, techniques, sequences, and procedures.
 - 7. Safety precautions.
 - 8. Coordination and performance of Work of all trades.
- C. Stamp, sign or initial, and date each submittal to certify compliance with requirements of Contract Documents.
- D. Do not fabricate products or begin Work for which submittals are required until approved submittals have been received from Architect/Engineer.

1.17 ARCHITECT/ENGINEER REVIEW

- A. Do not make "mass submittals" to Architect/Engineer. "Mass submittals" are defined as six or more submittals or items in one day or 15 or more submittals or items in one week. If "mass submittals" are received, Architect/Engineer's review time stated above will be extended as necessary to perform proper review. Architect/Engineer will review "mass submittals" based on priority determined by Architect/Engineer after consultation with Owner and Contractor.
- B. Informational submittals and other similar data are for Architect/Engineer's information, do not require Architect/Engineer's responsive action, and will not be reviewed or returned with comment.

- C. Submittals made by Contractor that are not required by Contract Documents may be returned without action.
- D. Submittal approval does not authorize changes to Contract requirements unless accompanied by Change Order, Field Order, or Work Change Directive.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 01 33 00

SECTION 01 40 00

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Quality control.
- B. Tolerances.
- C. References.
- D. Labeling.
- E. Mockup requirements.
- F. Testing and inspection services.
- G. Manufacturers' field services.

1.2 QUALITY CONTROL

- A. Monitor quality control over suppliers, manufacturers, products, services, Site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with specified standards as the minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- C. Perform Work using persons qualified to produce required and specified quality.
- D. Products, materials, and equipment may be subject to inspection by Architect/Engineer and Owner at place of manufacture or fabrication. Such inspections shall not relieve Contractor of complying with requirements of Contract Documents.
- E. Supervise performance of Work in such manner and by such means to ensure that Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.

1.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

- B. Comply with manufacturers' recommended tolerances and tolerance requirements in reference standards. When such tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

1.4 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current as of date of Contract Documents except where specific date is established by code.
- C. Obtain copies of standards and maintain on Site when required by product Specification Sections.
- D. When requirements of indicated reference standards conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- E. Neither contractual relationships, duties, or responsibilities of parties in Contract nor those of Architect/Engineer shall be altered from Contract Documents by mention or inference in reference documents.

1.5 LABELING

- A. Attach label from agency approved by authorities having jurisdiction for products, assemblies, and systems required to be labeled by applicable code.
- B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label:
 - 1. Model number.
 - 2. Serial number.
 - 3. Performance characteristics.
- C. Manufacturer's Nameplates, Trademarks, Logos, and Other Identifying Marks on Products: Not allowed on surfaces exposed to view in public areas, interior or exterior.

1.6 MOCK-UP REQUIREMENTS

- A. Tests will be performed under provisions identified in this Section and identified in individual product Specification Sections.
- B. Assemble and erect specified or indicated items with specified or indicated attachment and anchorage devices, flashings, seals, and finishes.
- C. Accepted mockups shall be comparison standard for remaining Work.

- D. Where mockup has been accepted by Architect/Engineer and is specified in product Specification Sections to be removed, remove mockup and clear area when directed to do so by Architect/Engineer.

1.7 TESTING AND INSPECTION SERVICES

- A. Owner will employ and pay for specified services of an independent firm to perform testing and inspection.
- B. Independent firm will perform tests, inspections, and other services specified in individual Specification Sections and as required by authorities having jurisdiction.
 - 1. Laboratory: Authorized to operate in State of Michigan.
 - 2. Laboratory Staff: Maintain full-time Professional Engineer on staff to review services.
 - 3. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to National Bureau of Standards or accepted values of natural physical constants.
- C. Testing, inspections, and source quality control may occur on or off Project Site. Perform off-Site testing as required by Architect/Engineer or Owner.
- D. Reports shall be submitted by independent firm to Architect/Engineer, Contractor, and authorities having jurisdiction, in duplicate, indicating observations and results of tests and compliance or noncompliance with Contract Documents.
 - 1. Submit final report indicating correction of Work previously reported as noncompliant.
- E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
 - 1. Notify Architect/Engineer and independent firm 48 hours before expected time for operations requiring services.
 - 2. Make arrangements with independent firm and pay for additional Samples and tests required for Contractor's use.
- F. Employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work according to requirements of Contract Documents.
- G. Retesting or re-inspection required because of nonconformance with specified or indicated requirements shall be performed by same independent firm on instructions from Architect/Engineer. Payment for retesting or re-inspection will be charged to Contractor by deducting testing charges from Contract Sum/Price.
- H. Agency Responsibilities:
 - 1. Test Samples of mixes submitted by Contractor.
 - 2. Provide qualified personnel at Site. Cooperate with Architect/Engineer and Contractor in performance of services.
 - 3. Perform indicated sampling and testing of products according to specified standards.
 - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.

5. Promptly notify Architect/Engineer and Contractor of observed irregularities or nonconformance of Work or products.
 6. Perform additional tests required by Architect/Engineer.
 7. Attend preconstruction meetings and progress meetings.
- I. Agency Reports: After each test, promptly submit two copies of report to Architect/Engineer, Contractor, and authorities having jurisdiction. When requested by Architect/Engineer, provide interpretation of test results. Include the following:
1. Date issued.
 2. Project title and number.
 3. Name of inspector.
 4. Date and time of sampling or inspection.
 5. Identification of product and Specification Section.
 6. Location in Project.
 7. Type of inspection or test.
 8. Date of test.
 9. Results of tests.
 10. Conformance with Contract Documents.
- J. Limits on Testing Authority:
1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 2. Agency or laboratory may not approve or accept any portion of the Work.
 3. Agency or laboratory may not assume duties of Contractor.
 4. Agency or laboratory has no authority to stop the Work.

1.8 MANUFACTURER'S FIELD SERVICES

- A. When specified in individual Specification Sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe Site conditions, conditions of surfaces and installation, and quality of workmanship, as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Architect/Engineer 30 days in advance of required observations. Observer is subject to approval of Architect/Engineer.
- C. Report observations and Site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.
- D. Refer to Section 01 33 00 - Submittal Procedures, "Manufacturer's Field Reports" Article.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 01 40 00

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities:
 - 1. Temporary electricity.
- B. Construction Facilities:
 - 1. Vehicular access.
 - 2. Parking.
 - 3. Progress cleaning and waste removal.
 - 4. Traffic regulation.
- C. Temporary Controls:
 - 1. Barriers.
 - 2. Enclosures and fencing.
 - 3. Security.
 - 4. Water control.
 - 5. Dust control.
 - 6. Erosion and sediment control.
 - 7. Noise control.

1.2 REFERENCES

- A. ASTM International:
 - 1. ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
 - 2. ASTM E 90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements.
 - 3. ASTM E 119 - Standard Test Methods for Fire Tests of Building Construction and Materials.

1.3 TEMPORARY ELECTRICITY

- A. Provide and pay for power service required from utility source as needed for construction operation.
- B. Complement existing power service capacity and characteristics as required for construction operations.

1.4 PARKING

- A. If Site space is not adequate, provide additional off-Site parking.
- B. Permanent Pavements and Parking Facilities:
 - 1. Avoid traffic loading beyond paving design capacity. Tracked vehicles are not allowed.
- C. Maintenance:
 - 1. Maintain traffic and parking areas in sound condition free of excavated material, construction equipment, products, mud, snow, ice, and the like.
 - 2. Maintain existing and permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original condition.
- D. Mud from Site vehicles: Provide means of removing mud from vehicle wheels before entering streets.

1.5 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain Site in clean and orderly condition.
- B. Collect and remove waste materials, debris, and rubbish from Site periodically and dispose of off-Site.

1.6 TRAFFIC REGULATION

- A. Signs, Signals, and Devices:
 - 1. Post-Mounted and Wall-Mounted Traffic Control and Informational Signs: As approved by authorities having jurisdiction.
 - 2. Traffic Cones, Drums, Flares, and Lights: As approved by authorities having jurisdiction.
 - 3. Flag Person Equipment: As required by authorities having jurisdiction.
- B. Flag Persons: Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.
- C. Haul Routes:
 - 1. Consult with authorities having jurisdiction and establish public thoroughfares to be used for haul routes and Site access.
 - 2. Confine construction traffic to designated haul routes.
 - 3. Provide traffic control at critical areas of haul routes to regulate traffic and to minimize interference with public traffic.
- D. Traffic Signs and Signals:
 - 1. Provide signs at approaches to Site and on Site, at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.

2. Relocate signs and signals as Work progresses, to maintain effective traffic control.

E. Removal:

1. Remove equipment and devices when no longer required.
2. Repair damage caused by installation.
3. Remove post settings to depth of 2 feet.

1.7 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to allow for Owner's use of Site, and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Tree and Plant Protection: Preserve and protect existing trees and plants designated to remain.
 1. Protect areas within drip lines from traffic, parking, storage, dumping, chemically injurious materials and liquids, ponding, and continuous running water.
 2. Replace trees and plants damaged by construction operations.
- C. Protect non-owned vehicular traffic, stored materials, Site, and structures from damage.

1.8 ENCLOSURES AND FENCING

- A. Construction: Contractor's option.
- B. Exterior Enclosures: Contractor's option

1.9 SECURITY

- A. Security Program:
 1. Protect Work on existing premises from theft, vandalism, and unauthorized entry.

1.10 WATER CONTROL

- A. Grade Site to drain. Maintain excavations free of water. Provide, operate, and maintain necessary pumping equipment.

1.11 DUST CONTROL

- A. Execute Work by methods that minimize raising dust from construction operations.
- B. Provide positive means to prevent airborne dust from dispersing into atmosphere.

1.12 EROSION AND SEDIMENT CONTROL

- A. Plan and execute construction by methods to control surface drainage from cuts and fills from borrow and waste disposal areas. Prevent erosion and sedimentation.
- B. Minimize surface area of bare soil exposed at one time.
- C. Provide temporary measures including berms, dikes, drains, and other devices to prevent water flow.
- D. Construct fill and waste areas by selective placement to avoid erosive surface silts and clays.
- E. Periodically inspect earthwork to detect evidence of erosion and sedimentation. Promptly apply corrective measures.

1.13 NOISE CONTROL

- A. Provide methods, means, and facilities to minimize noise produced by construction operations.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 01 50 00

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options.
- E. Equipment electrical characteristics and components.

1.2 PRODUCTS

- A. At minimum, comply with specified requirements and reference standards.
- B. Specified products define standard of quality, type, function, dimension, appearance, and performance required.
- C. Furnish products of qualified manufacturers that are suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise. Confirm that manufacturer's production capacity can provide sufficient product, on time, to meet Project requirements.
- D. Do not use materials and equipment removed from existing premises except as specifically permitted by Contract Documents.
- E. Furnish interchangeable components from same manufacturer for components being replaced.

1.3 PRODUCT DELIVERY REQUIREMENTS

- A. Comply with delivery requirements in Section 01 74 19 - Construction Waste Management and Disposal.
- B. Transport and handle products according to manufacturer's instructions.
- C. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
- D. Provide equipment and personnel to handle products; use methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products according to manufacturer's instructions.
- B. Store products with seals and labels intact and legible.
- C. Store sensitive products in weathertight, climate-controlled enclosures in an environment suitable to product.
- D. For exterior storage of fabricated products, place products on sloped supports aboveground.
- E. Provide off-Site storage and protection when Site does not permit on-Site storage or protection.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store products; use methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Products complying with specified reference standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and complying with Specifications; no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit Request for Substitution for any manufacturer not named, according to Section 01 25 00 - Substitution Procedures.

PART 2 - PRODUCTS – Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 01 60 00

SECTION 01 70 00

EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Field engineering.
- B. Closeout procedures.
- C. Manual for equipment and systems.
- D. Product warranties and product bonds.
- E. Examination.
- F. Preparation.
- G. Execution.
- H. Protecting installed construction.
- I. Final cleaning.

1.2 FIELD ENGINEERING

- A. Owner will locate and Contractor shall protect survey control and reference points. Promptly notify Architect/Engineer of discrepancies discovered.
- B. Control datum for survey is indicated on Drawings.
- C. Verify setbacks and easements; confirm Drawing dimensions and elevations.
- D. Provide field engineering services. Establish elevations, lines, and levels using recognized engineering survey practices.
- E. Maintain complete and accurate log of control and survey Work as Work progresses.
- F. Protect survey control points prior to starting Site Work; preserve permanent reference points during construction.
- G. Promptly report to Architect/Engineer loss or destruction of reference point or relocation required because of changes in grades or other reasons.
- H. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect/Engineer.

1.3 CLOSEOUT PROCEDURES

- A. Prerequisites to Substantial Completion: Complete following items before requesting Certification of Substantial Completion, either for entire Work or for portions of Work:
1. Submit maintenance manuals, Project record documents, and other similar final record data in compliance with this Section.
 2. Complete facility startup, testing, adjusting, balancing of systems and equipment, demonstrations, and instructions to Owner's operating and maintenance personnel as specified in compliance with this Section.
 3. Conduct inspection to establish basis for request that Work is substantially complete. Create comprehensive list (initial punch list) indicating items to be completed or corrected, value of incomplete or nonconforming Work, reason for being incomplete, and date of anticipated completion for each item. Include copy of list with request for Certificate of Substantial Completion.
 4. Obtain and submit releases enabling Owner's full, unrestricted use of Project and access to services and utilities. Include certificate of occupancy, operating certificates, and similar releases from authorities having jurisdiction and utility companies.
 5. Deliver tools, spare parts, extra stocks of material, and similar physical items to Owner.
 6. Discontinue or change over and remove temporary facilities and services from Project Site, along with construction tools, mockups, and similar elements.
 7. Perform final cleaning according to this Section.
- B. Substantial Completion Inspection:
1. When Contractor considers Work to be substantially complete, submit to Architect/Engineer:
 - a. Written certificate that Work, or designated portion, is substantially complete.
 - b. List of items to be completed or corrected (initial punch list).
 2. Within seven days after receipt of request for Substantial Completion, Architect/Engineer will make inspection to determine whether Work or designated portion is substantially complete.
 3. Should Architect/Engineer determine that Work is not substantially complete:
 - a. Architect/Engineer will promptly notify Contractor in writing, stating reasons for its opinion.
 - b. Contractor shall remedy deficiencies in Work and send second written request for Substantial Completion to Architect/Engineer.
 - c. Architect/Engineer will reinspect Work.
 - d. Redo and Inspection of Deficient Work: Repeated until Work passes Architect/Engineer's inspection.
 4. When Architect/Engineer finds that Work is substantially complete, Architect/Engineer will:
 - a. Prepare Certificate of Substantial Completion on EJCDC C-625 - Certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected as verified and amended by Architect/Engineer and Owner (final punch list).

- b. Submit Certificate to Owner and Contractor for their written acceptance of responsibilities assigned to them in Certificate.
- 5. After Work is substantially complete, Contractor shall:
 - a. Allow Owner occupancy of Project under provisions stated in Certificate of Substantial Completion.
 - b. Complete Work listed for completion or correction within time period stipulated.
- C. Prerequisites for Final Completion: Complete following items before requesting final acceptance and final payment.
 - 1. When Contractor considers Work to be complete, submit written certification that:
 - a. Contract Documents have been reviewed.
 - b. Work has been examined for compliance with Contract Documents.
 - c. Work has been completed according to Contract Documents.
 - d. Work is completed and ready for final inspection.
 - 2. Submittals: Submit following:
 - a. Final punch list indicating all items have been completed or corrected.
 - b. Final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 - c. Specified warranties, workmanship/maintenance bonds, maintenance agreements, and other similar documents.
 - d. Accounting statement for final changes to Contract Sum.
 - 3. Perform final cleaning for Contractor-soiled areas according to this Section.
- D. Final Completion Inspection:
 - 1. Within seven days after receipt of request for final inspection, Architect/Engineer will make inspection to determine whether Work or designated portion is complete.
 - 2. Should Architect/Engineer consider Work to be incomplete or defective:
 - a. Architect/Engineer will promptly notify Contractor in writing, listing incomplete or defective Work.
 - b. Contractor shall remedy stated deficiencies and send second written request to Architect/Engineer that Work is complete.
 - c. Architect/Engineer will reinspect Work.
 - d. Redo and Inspection of Deficient Work: Repeated until Work passes Architect/Engineer's inspection.

1.4 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect/Engineer will review draft and return one copy with comments.

- B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.
- C. Submit one copy of completed volumes before Substantial Completion. Draft copy will be reviewed and returned after Substantial Completion, with Architect/Engineer comments. Revise content of document sets as required prior to final submission.
- D. Submit in PDF composite electronic indexed file of final manual within ten days after final inspection.
- E. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.

1.5 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Obtain warranties and bonds executed in duplicate by responsible Subcontractors, suppliers, and manufacturers within ten days after completion of applicable item of Work.
- B. Execute and assemble transferable warranty documents and bonds from Subcontractors, suppliers, and manufacturers.
- C. Verify documents are in proper form, contain full information, and are notarized.
- D. Co-execute submittals when required.
- E. Submit prior to final Application for Payment.
- F. Time of Submittals:
 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
 2. Make other submittals within ten days after date of Substantial Completion, prior to final Application for Payment.
 3. For items of Work for which acceptance is delayed beyond Substantial Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that existing Site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

- B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual Specification Sections.
- D. Verify that utility services are available with correct characteristics and in correct locations.

3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance according to manufacturer's instructions.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer-required or -recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

3.3 EXECUTION

- A. Comply with manufacturer's installation instructions, performing each step in sequence. Maintain one set of manufacturer's installation instructions at Project Site during installation and until completion of construction.
- B. When manufacturer's installation instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Verify that field measurements are as indicated on approved Shop Drawings or as instructed by manufacturer.
- D. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
 - 1. Secure Work true to line and level and within specified tolerances, or if not specified, industry-recognized tolerances.
 - 2. Physically separate products in place, provide electrical insulation, or provide protective coatings to prevent galvanic action or corrosion between dissimilar metals.
 - 3. Exposed Joints: Provide uniform joint width and arrange to obtain best visual effect. Refer questionable visual-effect choices to Architect/Engineer for final decision.
- E. Allow for expansion of materials and building movement.
- F. Climatic Conditions and Project Status: Install each unit of Work under conditions to ensure best possible results in coordination with entire Project.
 - 1. Isolate each unit of Work from incompatible Work as necessary to prevent deterioration.
 - 2. Coordinate enclosure of Work with required inspections and tests to minimize necessity of uncovering Work for those purposes.
- G. Mounting Heights: Where not indicated, mount individual units of Work at industry recognized standard mounting heights for particular application indicated.

1. Refer questionable mounting heights choices to Architect/Engineer for final decision.
2. Elements Identified as Accessible to Handicapped: Comply with applicable codes and regulations.

H. Adjust operating products and equipment to ensure smooth and unhindered operation.

I. Clean and perform maintenance on installed Work as frequently as necessary through remainder of construction period. Lubricate operable components as recommended by manufacturer.

3.4 PROTECTING INSTALLED CONSTRUCTION

A. Protect installed Work and provide special protection where specified in individual Specification Sections.

B. Provide temporary and removable protection for installed products. Control activity in immediate Work area to prevent damage.

C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

D. Use durable sheet materials to protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects.

E. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

F. Prohibit traffic from landscaped areas.

3.5 FINAL CLEANING

A. Execute final cleaning prior to final Project assessment.

1. Employ experienced personnel or professional cleaning firm.

B. Clean Site; sweep paved areas, rake clean landscaped surfaces.

C. Remove waste and surplus materials, rubbish, and construction facilities from Site.

END OF SECTION 01 70 00

SECTION 11 68 23.33

TENNIS AND PICKLEBALL EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Pre-Manufactured Equipment – Tennis and Pickleball Court Nets and Posts

1.2 SUBMITTALS

- A. Furnish complete product information for all recreational facility items for the project to Engineer for approval.
- B. Submit product data and shop drawings for approval.

1.3 UNIT PRICE – MEASUREMENT AND PAYMENT

- A. Tennis Court Equipment
 - 1. Basis of Measurement: By Each
 - 2. Basis of Payment: Includes all associate labor, materials, freight, delivery, equipment, and assembly for a complete installation of the specified tennis equipment. Includes excavation, pavement coring, grading, formwork, concrete, finishing.
- B. Pickleball Court Equipment
 - 1. Basis of Measurement: By Each
 - 2. Basis of Payment: Includes all associate labor, materials, freight, delivery, equipment, and assembly for a complete installation of the specified tennis equipment. Includes excavation, pavement coring, grading, formwork, concrete, finishing.

PART 2 - PRODUCTS

2.1 TENNIS COURT MATERIALS

- A. Manufacturer: Douglas Sports Equipment
 - 1. Tennis Nets: TN-30DM
 - 2. Center Strap: #20600
 - 3. Center Strap Ground Anchor: #63428
 - 4. Posts: Premier RD

2.2 PICKLEBALL COURT MATERIALS

- A. Manufacturer: Douglas Sports Equipment
 - 1. Pickleball Nets: JTN-30
 - 2. Posts: Premier RD

2.3 CONCRETE FOR POSTS

- A. Follow recommendation of post manufacturer
- B. Submit material and product data to Engineer for review prior to use.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Review all manufacturer installation guidelines and recommendations

3.2 STORAGE

- A. All equipment shall be stored in original manufacturer containers and protected from construction conditions, weather, theft, and vandalism until time of installation

3.3 INSTALLATION

- A. Assemble equipment components according to manufacturer instructions, installation guidelines, and recommendations
- B. Replace all damaged components prior to final acceptance.
- C. Finish according to specific use requirements.

END OF SECTION 11 68 23.33

SECTION 31 05 13
SOILS FOR EARTHWORK

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Topsoil materials.
- B. Related Requirements:
 - 1. Section 31 05 16 – Aggregates for Earthwork
 - 2. Section 31 23 16 – Excavation
 - 3. Section 31 23 23 – Fill
 - 4. Section 32 91 19 – Landscape Grading
 - 5. Section 32 92 19 – Seeding

1.2 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit name of imported materials source.
- C. Supplier's Certificate: Certify that products meet or exceed specified requirements.

1.3 QUALITY ASSURANCE

- A. Furnish each subsoil and topsoil material from single source throughout Work.
- B. Perform Work according to Michigan Department of Transportation standards.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Topsoil:
 - 1. Comply with Michigan Department of Transportation standard.

2.2 SOURCE QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Requirements for testing, inspection, and analysis.

B. Owner Inspection:

1. Make topsoil available for inspection at source prior to packaging for shipment.
2. Notify Owner at least seven days before inspection is allowed.

C. Owner Witnessing:

1. Allow witnessing of source testing at supplier's test facility.
2. Notify Owner at least seven days before tests are scheduled.

D. Certificate of Compliance:

1. If supplier is approved by authorities having jurisdiction, submit certificate of compliance indicating Work performed at source conforms to Contract Documents.
2. Specified source tests are not required for Work performed by approved supplier.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Excavation:

1. Excavate topsoil from designated areas.
2. Strip topsoil to full depth of topsoil in designated areas.
3. Remove excess excavated materials not intended for reuse from Site.
4. Remove excavated materials not meeting requirements for topsoil materials from Site.

B. Stockpiling:

1. Stockpile excavated material meeting requirements for topsoil materials.
2. Stockpile in sufficient quantities to meet Project schedule and requirements.
3. Separate differing materials with dividers or stockpile apart to prevent intermixing of soil types or contamination.
4. Direct surface water away from stockpile to prevent erosion or deterioration of materials.

3.2 CLEANING

A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for cleaning.

B. Stockpile:

1. Remove stockpile and leave area in clean and neat condition.
2. Grade Site surface to prevent freestanding surface water.

END OF SECTION 31 05 13

SECTION 31 05 16

AGGREGATES FOR EARTHWORK

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Aggregate materials.
- B. Related Requirements:
 - 1. Section 31 23 16 - Excavation
 - 2. Section 31 23 23 - Fill

1.2 REFERENCE STANDARDS

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO T 180 - Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.

1.3 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit name of imported materials source.
- C. Supplier's Certificate: Certify that products meet or exceed specified requirements.

1.4 QUALITY ASSURANCE

- A. Furnish each aggregate material from single source throughout Work.
- B. Perform Work according to Michigan Department of Transportation standards.
- C. Maintain one copy of each standard affecting Work of this Section on Site.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Aggregate:

1. MDOT 22A Crushed Limestone: Comply with Michigan Department of Transportation

2.2 SOURCE QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Requirements for testing, inspection, and analysis.
- B. Testing and Analysis:
 1. Comply with AASHTO T 180.
 2. If tests indicate materials do not meet specified requirements, change material and retest.
- C. Owner Inspection:
 1. Notify Owner at least seven days before inspection is allowed.
- D. Owner Witnessing:
 1. Allow witnessing of source testing at supplier's test facility.
 2. Notify Owner at least seven days before tests are scheduled.
- E. Certificate of Compliance:
 1. If supplier is approved by authorities having jurisdiction, submit certificate of compliance indicating Work performed at source conforms to Contract Documents.
 2. Specified source tests are not required for Work performed by approved supplier.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Excavation:
 1. Remove excess excavated aggregate materials not intended for reuse from Site.
 2. Remove excavated materials not meeting requirements for aggregate from Site.
- B. Stockpiling:
 1. Stockpile excavated material meeting requirements for aggregate materials.
 2. Stockpile in sufficient quantities to meet Project schedule and requirements.
 3. Separate different aggregate materials with dividers or stockpile apart to prevent intermixing of aggregate types or contamination.
 4. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.

3.2 CLEANING

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for cleaning.
- B. Stockpile:
 1. Remove stockpile and leave area in clean and neat condition.

2. Grade Site surface to prevent freestanding surface water.

END OF SECTION 31 05 16

SECTION 31 10 00

SITE CLEARING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Removing HMA pavement
2. Removing Tennis equipment
3. Removing fencing
4. Excavating topsoil.

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

A. HMA Surface Removal:

1. Basis of Measurement: By square yard.
2. Basis of Payment: Includes removing HMA surface, edge cutting to establish a neat line, and removal and disposal of HMA material.

B. Tennis Equipment Removal:

1. Basis of Measurement: By lump sum.
2. Basis of Payment: Includes removing and disposing of all equipment and appurtenances related to the tennis net and posts.

C. Fence Removal:

1. Basis of Measurement: By Lineal Foot.
2. Basis of Payment: Includes the complete removal and disposal of chain link fence, posts, gates, foundations/footings, and all appurtenances, hardware, fittings, caps, etc. Care shall be taken to salvage the fencing fabric for re-use where possible. Contractor shall store fencing fabric in a location and manner that will protect it for re-use. Engineer will measure removal by lineal foot horizontally along the path of the existing fence.

1.3 QUALITY ASSURANCE

A. Perform Work in accordance with Michigan Department of Transportation standards.

B. Maintain one copy of document on site.

PART 2 - EXECUTION

2.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify existing plant life designated to remain is tagged or identified.
- C. Identify salvage area for placing removed materials.

2.2 PREPARATION

- A. Call MissDIG not less than three working days before performing Work.
 - 1. Request underground utilities to be located and marked within and surrounding construction areas.

2.3 PROTECTION

- A. Locate, identify, and protect utilities indicated to remain, from damage.
- B. Protect trees, plant growth, and features designated to remain, as final landscaping as specified in Section 01 50 00 - Temporary Facilities and Controls.
- C. Protect bench marks, survey control points, and existing structures from damage or displacement.

2.4 REMOVAL

- A. Remove pavement, fencing, fence gates, and tennis equipment as indicated on Drawings. Neatly saw cut edges at right angle to surface where adjacent pavement is to remain. Backfill holes from the fence post footings with suitable material. Native material taken from the site may be used with Engineer's approval.
- B. Continuously clean-up and remove waste materials from site. Do not allow materials to accumulate on site.

2.5 SCHEDULES

- A. Remove the following materials:
 - 1. HMA playing surface
 - 2. HMA walk
 - 3. Tennis equipment
- B. Protect the following materials:

1. Trees.
2. Benches.
3. Waste receptacles.
4. Signs.
5. Other park features not indicated for removal.

END OF SECTION 31 10 00

SECTION 31 23 16

EXCAVATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Soil densification.
2. Excavating for fence footings.

B. Related Requirements:

1. Section 31 05 13 - Soils for Earthwork
2. Section 31 05 16 - Aggregates for Earthwork
3. Section 31 23 23 - Fill

1.2 REFERENCE STANDARDS

- ###### A. Local utility standards when working within 48 inches of utility lines.

PART 2 - PRODUCTS

- ##### 2.1 Not Used.

PART 3 - EXECUTION

3.1 PREPARATION

- ###### A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for installation preparation.

B. Utility Service Locator:

1. Call MissDIG not less than three working days before performing Work.
2. Request that underground utilities be located and marked within and immediately surrounding Site.
3. Identify required lines, levels, contours, and data.

C. Existing Utilities:

1. Notify utility company to remove and relocate utilities.

- 2. Protect from damage utilities indicated to remain.
- D. Protect plant life, lawns, rock outcroppings, and other features designated to remain as portion of final landscaping.
- E. Protect benchmarks, survey control points, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.
- F. Do not close or obstruct roadways without permits.
- G. Erect and maintain temporary barriers and security devices, including warning signs, warning lights, and similar measures, for protection of public, Owner, and existing improvements indicated to remain.

3.2 SOIL DENSIFICATION BY VIBRO-COMPACTION

- A. Description:
 - 1. Vibro-compact substrates below footing bearing surfaces for footings as indicated on Drawings before excavating Site.
 - 2. Densify existing subsoils with existing relative density rating of "compact to dense" to attain relative density rating of "very dense."

3.3 EXCAVATION

- A. Excavate subsoil to accommodate fence footings.
- B. Compact disturbed load-bearing soil in direct contact with foundations to original bearing capacity.
- C. Grade top perimeter of excavation to prevent surface water from draining into excavation.
- D. Trim excavation and remove loose matter.
- E. Removal of Deleterious Materials:
 - 1. Remove excess and unsuitable material from Site.
- F. Notify Architect/Engineer of unexpected subsurface conditions.
- G. Correct over-excavated areas as directed by Engineer.
- H. Remove excavated material from Site.
- I. Repair or replace items indicated to remain that have been damaged by excavation.

3.4 FIELD QUALITY CONTROL

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for testing, adjusting, and balancing.

- B. Inspecting: Request visual inspection of bearing surfaces by Engineer before installing subsequent Work.

3.5 PROTECTION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for protecting finished Work.
- B. Prevent displacement or loose soil from falling into excavation and maintain soil stability.
- C. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing.
- D. Protect structures, utilities, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards that may be created by earth operations.

END OF SECTION 31 23 16

SECTION 31 23 23

FILL

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Backfilling fence footing.

B. Related Requirements:

1. Section 03 30 00 - Cast-in-Place Concrete
2. Section 31 05 13 - Soils for Earthwork
3. Section 31 05 16 - Aggregates for Earthwork
4. Section 31 23 16 - Excavation

1.2 REFERENCE STANDARDS

A. American Association of State Highway and Transportation Officials:

1. AASHTO T 180 - Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.

B. ASTM International:

1. ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)).
2. ASTM D1556/D1556M - Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method.
3. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
4. ASTM D6031/D6031M - Standard Test Method for Logging In Situ Moisture Content and Density of Soil and Rock by the Nuclear Method in Horizontal, Slanted, and Vertical Access Tubes.
5. ASTM D6938 - Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

1.3 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.

B. Materials Source: Submit name of imported materials suppliers.

C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

- D. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.

1.4 QUALITY ASSURANCE

- A. Perform Work according to Michigan Department of Transportation standards.
- B. Maintain one copy of each standard affecting Work of this Section on Site.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. MDOT 22A Crushed Limestone
- B. Native material: As approved by Engineer

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for installation examination.

3.2 PREPARATION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for installation preparation.
- B. Compact subgrade to specified density requirements for subsequent backfill materials.

3.3 BACKFILLING

- A. Backfill areas to contours and elevations.
- B. Systematically backfill to allow maximum time for natural settlement.
- C. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces, and do not backfill with frozen materials.
- D. Maintain optimum moisture content of fill materials to attain required compaction density.
- E. Make gradual grade changes and blend slope into level areas.
- F. Remove surplus backfill materials from Site.

- G. Leave fill material stockpile areas free of excess fill materials.

3.4 TOLERANCES

- A. Section 01 40 00 - Quality Requirements: Requirements for tolerances.
- B. Top Surface of Backfilling under HMA playing surface: Plus or minus 1/2 inch from required elevations.
- C. Top Surface of Backfilling outside tennis court Plus or minus 1 inch from required elevations.

3.5 FIELD QUALITY CONTROL

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for testing, adjusting, and balancing.
- B. Testing:
 - 1. Laboratory Material Testing: Comply with AASHTO T 180.
 - 2. In-Place Compaction Testing:
 - a. Density Tests: Comply with ASTM D1556/D1556M, D2167, or D6938.
 - b. Moisture Tests: Comply with ASTM D6031/D6031M.
 - 3. If tests indicate that Work does not meet specified requirements, remove Work, replace, compact, and retest.
 - 4. Proof-roll compacted fill surfaces under HMA playing surface.

3.6 PROTECTION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for protecting finished Work.
- B. Reshape and recompact fills subjected to vehicular traffic during construction.

3.7 ATTACHMENTS

- A. Fill Under Grass Areas: Native material to 3 inches below finish grade; compacted uniformly to 95 percent of maximum density.
- B. Fill under Asphalt Paving:
 - 1. Compact existing base to 95 percent of maximum density.
 - 2. 22A Crushed Limestone to 3 inches below finish paving elevation; compacted uniformly to 95 percent of maximum density.

END OF SECTION 31 23 23

SECTION 32 12 16

ASPHALT PAVING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Asphalt materials.
2. Aggregate materials.
3. Aggregate subbase.
4. Asphalt paving base course, binder course, and wearing course.

1.2 PRICE AND PAYMENT PROCEDURES

A. Section 01 20 00 - Price and Payment Procedures Contract Sum/Price

B. HMA 13A Base Course:

1. Basis of Measurement: By Ton.
2. Basis of Payment: Includes furnishing, placing, compacting, and testing base course.

C. HMA 36A Wearing Course:

1. Basis of Measurement: By Ton.
2. Basis of Payment: Includes tack coating surfaces, furnishing, placing, compacting, and testing wearing course.

1.3 REFERENCE STANDARDS

A. American Association of State Highway and Transportation Officials:

1. AASHTO M29 - Standard Specification for Fine Aggregate for Bituminous Paving Mixtures.
2. AASHTO M140 - Standard Specification for Emulsified Asphalt.
3. AASHTO M208 - Standard Specification for Cationic Emulsified Asphalt.
4. AASHTO M288 - Standard Specification for Geotextile Specification for Highway Applications.
5. AASHTO M320 - Standard Specification for Performance-Graded Asphalt Binder.
6. AASHTO M324 - Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
7. AASHTO MP1a - Standard Specification for Performance-Graded Asphalt Binder.

B. Asphalt Institute:

1. AI MS-2 - Mix Design Methods for Asphalt Concrete and Other Hot-Mix Types.

2. AI MS-19 - Basic Asphalt Emulsion Manual.
3. AI SP-2 - Superpave Mix Design.

C. ASTM International:

1. ASTM C1371 - Standard Test Method for Determination of Emittance of Materials Near Room Temperature Using Portable Emissometers.
2. ASTM C1549 - Standard Test Method for Determination of Solar Reflectance Near Ambient Temperature Using a Portable Solar Reflectometer.
3. ASTM D242 - Standard Specification for Mineral Filler For Bituminous Paving Mixtures.
4. ASTM D692 - Standard Specification for Coarse Aggregate for Bituminous Paving Mixtures.
5. ASTM D946 - Standard Specification for Penetration-Graded Asphalt Cement for Use in Pavement Construction.
6. ASTM D977 - Standard Specification for Emulsified Asphalt.
7. ASTM D1073 - Standard Specification for Fine Aggregate for Bituminous Paving Mixtures.
8. ASTM D1188 - Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Coated Samples
9. ASTM D2027 - Standard Specification for Cutback Asphalt (Medium-Curing Type).
10. ASTM D2397 - Standard Specification for Cationic Emulsified Asphalt.
11. ASTM D2726 - Standard Test Method for Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures.
12. ASTM D2950 - Standard Test Method for Density of Bituminous Concrete in Place by Nuclear Methods.
13. ASTM D3381 - Standard Specification for Viscosity-Graded Asphalt Cement for Use in Pavement Construction.
14. ASTM D3515 - Standard Specification for Hot-Mixed, Hot-Laid Bituminous Paving Mixtures.
15. ASTM D3549 - Standard Test Method for Thickness or Height of Compacted Bituminous Paving Mixture Specimens.
16. ASTM D3910 - Standard Practices for Design, Testing, and Construction of Slurry Seal.
17. ASTM D6690 - Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
18. ASTM E408 - Standard Test Methods for Total Normal Emittance of Surfaces Using Inspection-Meter Techniques.
19. ASTM E903 - Standard Test Method for Solar Absorptance, Reflectance, and Transmittance of Materials Using Integrating Spheres.
20. ASTM E1918 - Standard Test Method for Measuring Solar Reflectance of Horizontal and Low-Sloped Surfaces in the Field.
21. ASTM E1980 - Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces.

1.4 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data:

1. Submit product information for asphalt and aggregate materials.
 2. Submit mix design with laboratory test results supporting design.
- C. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.5 QUALITY ASSURANCE

- A. Mixing Plant: Certified by Michigan Department of Transportation.
- B. Obtain materials from same source throughout.
- C. Perform Work in accordance with Michigan Department of Transportation standard.
- D. Maintain one copy of document on site.

1.6 QUALIFICATIONS

- A. Installer: Company specializing in performing work of this section with minimum 2 years' experience.

1.7 AMBIENT CONDITIONS

- A. Section 01 50 00 - Temporary Facilities and Controls: Ambient conditions control facilities for product storage and installation.
- B. Do not place asphalt mixture between November 1 and March 1.
- C. Do not place asphalt mixture when ambient air or base surface temperature is less than 40 degrees F, or surface is wet or frozen.

PART 2 - PRODUCTS

2.1 ASPHALT PAVING

- A. Performance / Design Criteria:
- B. Asphalt Materials:
 1. Asphalt Binder: AASHTO M320; performance grade PG 58-28.
 2. Tack Coat: In accordance with Michigan Department of Transportation standards.
 3. Reclaimed Asphalt Pavement (RAP): Processed material obtained by milling or full depth removal of existing asphalt paving.
- C. Aggregate Materials:
 1. Coarse Aggregate: ASTM D692; crushed stone, gravel, or blast furnace slag.

2. Fine Aggregate: AASHTO M29; natural sand or sand manufactured from stone, gravel, or blast furnace slag.

2.2 MIXES

- A. Use dry material to avoid foaming. Mix uniformly.
- B. Asphalt Paving Mixtures: Designed in accordance with Michigan Department of Transportation standards.
 1. Base Course: 13A.
 2. Wearing Course: 36A.

2.3 SOURCE QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Testing, inspection and analysis requirements.
- B. Submit proposed mix design for review prior to beginning of Work.
- C. Test samples in accordance with AI MS-2.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for installation examination.
- B. Verify compacted subbase is dry and ready to support paving and imposed loads.
 1. Proof roll subbase with fully loaded tandem-axle dump truck in minimum two perpendicular passes to identify soft spots.
 2. Remove soft subbase and replace with compacted fill as specified in Section 31 23 23.
- C. Verify gradients and elevations of base are correct.

3.2 INSTALLATION

- A. Subbase:
 1. Prepare existing aggregate base for paving by ensuring the base is graded smooth and compacted to 95% of maximum density.
- B. Tack Coat:
 1. Apply tack coat in accordance with Michigan Department of Transportation standards.
- C. Double Course Asphalt Paving:

1. Install Work in accordance with Michigan Department of Transportation standards.
2. Place asphalt wearing course after tack coat has “broke” but before it loses tackiness.
3. Place each course of asphalt to thickness indicated on Drawings.
4. Compact each course by rolling to specified density. Do not displace or extrude paving from position. Hand compact in areas inaccessible to rolling equipment.
5. Perform rolling with consecutive passes to achieve even and smooth finish, without roller marks.

3.3 TOLERANCES

- A. Section 01 40 00 - Quality Requirements: Tolerances.
- B. Flatness: Maximum variation of 1/4 inch measured with 10 foot straight edge.
- C. Scheduled Compacted Thickness: Within 1/4 inch.
- D. Variation from Indicated Elevation: Within 1/2 inch.

3.4 FIELD QUALITY CONTROL

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for testing, adjusting, and balancing.
- B. Take samples and perform tests including mat density tests in accordance with Michigan Department of Transportation standards.
- C. Asphalt Paving Mix Temperature: Measure temperature at time of placement.
- D. Asphalt Paving Density: ASTM D2950 nuclear method; test one location for every 500 square yards compacted paving.

3.5 PROTECTION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for protecting finished Work.
- B. Immediately after placement, protect paving from mechanical injury until surface temperature is less than 140 degrees F (60 degrees C).

END OF SECTION 32 12 16

SECTION 32 18 23.53

TENNIS AND PICKLEBALL SURFACE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Acrylic Sport Surface
 - 2. Tennis Court Striping
 - 3. Pickleball Court Striping

- B. Related Requirements:
 - 1. Section 32 12 16 - Asphalt Paving

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Section 01 20 00 - Price and Payment Procedures: Contract Sum/Price modification procedures.

- B. Acrylic Sport Surface:
 - 1. Basis of Measurement: Lump Sum
 - 2. Basis of Payment: Includes all labor, materials, equipment, cleaning, application and curing of Acrylic Sport Surface.

- C. Tennis Court Striping:
 - 1. Basis of Measurement: By Each
 - 2. Basis of Payment: Includes all labor, materials, equipment, cleaning, application, and curing of Tennis Court Striping for one complete court.

- D. Pickleball Court Striping:
 - 1. Basis of Measurement: By Lineal Foot
 - 2. Basis of Payment: Includes all labor, materials, equipment, cleaning, application, and curing of Pickleball Court Striping for one complete court.

1.3 REFERENCE STANDARDS

- A. American Sports Builders Association:
 - 1. A.S.B.A. Specifications

1.4 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit paint formulation for each type of paint.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- D. Manufacturer Instructions:
 - 1. Submit instructions for application temperatures, eradication requirements, application rate, line thickness, type of glass beads, and bead embedment and application rate.
 - 2. Submit detailed instructions on installation requirements, including storage and handling procedures.
- E. Qualifications Statements:
 - 1. Submit qualifications for manufacturer and applicator.
 - 2. Submit manufacturer's approval of applicator.

1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years' experience.
- B. Applicator: Company specializing in performing Work of this Section with minimum three years' experience.

1.6 WARRANTY

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for warranties.
- B. Furnish three-year manufacturer's warranty for pavement markings.

PART 2 - PRODUCTS

2.1 Acrylic Patch Binder

- A. Manufacturer:
 - 1. ThorWorks Industris, Inc.
 - 2. Substitutions: As specified in Section 01 60 00 – Product Requirements

2.2 Acrylic Resurfacer

- A. Manufacturer:
 - 1. ThorWorks Industries, Inc.
 - 2. Substitutions: As specified in Section 01 60 00 – Product Requirements

2.3 Color Concentrate

- A. Manufacturer:
 - 1. ThorWorks Industries, Inc.
 - 2. Substitutions: As specified in Section 01 60 00 – Product Requirements
- B. Colors:
 - 1. Forest Green
 - 2. Red

2.4 Lines

- A. Manufacturer:
 - 1. ThorWorks Industries, Inc.
 - 2. Substitutions: As specified in Section 01 60 00 – Product Requirements
- B. Product:
 - 1. T/C White Line Paint

PART 3 - EXECUTION

3.1 PREPARATION

- A. New asphalt pavement shall cure for 14 days prior to application of any surfacing materials.
- B. Contractors must notify the Owner construction representative of all applications, 48 hours prior to installation.
- C. The surface to be coated shall be inspected and made sure to be free of grease, oil, dust, dirt and other foreign matter before starting work.
- D. The surface shall be flooded. Any ponding water remaining that is deep enough to cover the thickness of a five-cent piece shall be corrected using a patch mix per manufacturer's directions.

3.2 APPLICATION

- A. Application shall proceed only if the surface is dry and clean and the temperature is at least fifty degrees (50°F) and rising, and the surface temperature is not in excess of one hundred forty degrees (140°F). Do not apply coatings when rain is imminent.
- B. Each coat in this system must dry completely before next application. Between each coat, Engineer must inspect entire surface and approve before work may continue. Any defects should be repaired. Scrape surface to remove any lumps, and broom or blow off all loose matter.
- C. Follow Manufacturer's recommendation for application of acrylic system.

3.3 LINE MARKINGS

- A. Upon completion and acceptance of the court surface, this Contractor shall prepare and paint lines for typical tennis and pickleball courts as shown on the plans.
- B. All lines are to be applied by painting between masking tape with a paintbrush or roller.
- C. Remove masking tape immediately after lines are dry.
- D. Protect adjacent areas and structures (fences, posts, sidewalks, buildings, etc.), which are not to be coated. In the event that coatings are applied to above, remove immediately before drying is complete.

3.4 LIMITATIONS

- A. Apply coatings only when ambient temperature is 50 degrees F. and rising, and the surface temperature is not in excess of one hundred forty (140) degrees F.
- B. Care should be taken not to apply coatings when rain is forecast or sudden drop of temperature is expected. Climatic conditions such as very cool evenings and high dew points dictate that work should be completed early in the day so the coatings can be exposed to enough warm sunlight to form a film before sunset. The opposite applies during times of high heat, low humidity and drying breezes: under these conditions, work very early in the morning or very late in the day. If the product seems to be drying too fast in hot weather, mist the pavement with water to make the application easier. Care must be taken to allow each application to dry thoroughly prior to recoating.

END OF SECTION 32 18 23.53

SECTION 32 31 13

CHAIN LINK FENCES AND GATES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Fence framework, fabric, and accessories.
2. Excavation for post bases.
3. Concrete foundation for posts.
4. Manual gates and related hardware.
5. Privacy slats.

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Fencing, __ foot:

1. Basis of Measurement: By linear foot to fence height specified, based on specified post spacing.
2. Basis of Payment: Includes posts, rails, tension wire, fabric, accessories, and attachments. Gates are included in the Fencing pay item. Engineer will measure Fencing horizontally along the path of the fence. The Fencing, 10 Foot pay item is to be used at the Engineer's discretion where the existing fence fabric is not re-useable.

B. Fencing, 10 Foot, Salvaged

1. Basis of Measurement: By lineal foot to fence height specified, based on specified post spacing.
2. Basis of Payment: Includes new posts, rails, tension wire, accessories, and attachments. Fabric salvaged from the existing fence on site to be incorporated into this work. Gates are included in the Fencing, 10 Foot, Salvaged pay item if fabric can be re-used. Engineer will measure Fencing horizontally along the path of the fence.

C. Fence Strip Footing:

1. Basis of Measurement: By Lineal Foot
2. Basis of Payment: Includes excavation, forming, placement, reinforcing, stripping forms, backfill with specified material, backfill compaction, and finishing of a strip footing. Engineer will measure Fence Strip Footing horizontally along the path of the fence.

1.3 REFERENCES

A. ASTM International:

1. ASTM A121 - Standard Specification for Metallic-Coated Carbon Steel Barbed Wire.

2. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
3. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
4. ASTM A392 - Standard Specification for Zinc-Coated Steel Chain-Link Fence Fabric.
5. ASTM A491 - Standard Specification for Aluminum-Coated Steel Chain-Link Fence Fabric.
6. ASTM A817 - Standard Specification for Metallic-Coated Steel Wire for Chain-Link Fence Fabric and Marcellled Tension Wire.
7. A1011/A1011M-07 Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength
8. ASTM B429/B429M - Standard Specification for Aluminum-Alloy Extruded Structural Pipe and Tube.
9. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete.
10. ASTM F552 - Standard Terminology relating to Chain Link Fencing.
11. ASTM F567 - Standard Practice for Installation of Chain-Link Fence.
12. ASTM F626 - Standard Specification for Fence Fittings.
13. ASTM F668 - Standard Specification for Polyvinyl Chloride (PVC) and Other Organic Polymer-Coated Steel Chain-Link Fence Fabric.
14. ASTM F900 - Standard Specification for Industrial and Commercial Swing Gates.
15. ASTM F934 - Standard Specification for Standard Colors for Polymer-Coated Chain Link Fence Materials.
16. ASTM F1043 - Standard Specification for Strength and Protective Coatings on Metal Industrial Chain Link Fence Framework.
17. ASTM F1083 - Standard Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures.
18. ASTM F1183 - Standard Specification for Aluminum Alloy Chain Link Fence Fabric.
19. ASTM F1184 - Standard Specification for Industrial and Commercial Horizontal Slide Gates.
20. ASTM F1345 - Standard Specification for Zinc - 5% Aluminum -Mischmetal Alloy-Coated Steel Chain-Link Fence Fabric.

B. Chain Link Fence Manufacturers Institute:

1. CLFMI - Product Manual.

1.4 SYSTEM DESCRIPTION

- A. Fence Height: as indicated on Drawings.
- B. Line Post Spacing: At intervals not exceeding 10 feet.
- C. Fence Post and Rail Strength: Conform to ASTM F1043 Light Industrial Fence quality.

1.5 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.

- B. Shop Drawings: Indicate plan layout, spacing of components, post foundation dimensions, hardware anchorage, gates, and schedule of components.
- C. Product Data: Submit data on fabric, posts, accessories, fittings and hardware.
- D. Manufacturer's Installation Instructions: Submit installation requirements.

1.6 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 - Execution and Closeout Requirements: Closeout procedures.
- B. Operation and Maintenance Data: Procedures for submittals.

1.7 QUALITY ASSURANCE

- A. Supply material according to CLFMI - Product Manual.
- B. Perform installation according to ASTM F567.
- C. Perform Work according to of Michigan Department of Transportation standards.
- D. Maintain one copy of each document on site.

1.8 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years' experience.
- B. Installer: Company specializing in performing work of this section with minimum three years' experience.

1.9 DELIVERY, STORAGE AND HANDLING

- A. Section 01 60 00 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Deliver fence fabric and accessories in packed cartons or firmly tied rolls.
- C. Identify each package with manufacturer's name.
- D. Store fence fabric and accessories in secure and dry place.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers:
 - 1. Allied Fence Mfg., Co
 - 2. Anchor Fence Co.
 - 3. Douglas Sports Equipment
 - 4. Substitutions: Section 01 60 00 - Product Requirements.

2.2 MATERIALS AND COMPONENTS

- A. Materials and Components: Conform to CLFMI Product Manual.
- B. Fabric Size: CLFMI Tennis Court service.
- C. Intermediate Posts: Group IA
- D. Terminal, Corner, Rail, Brace, and Gate Posts: Group IA

2.3 ACCESSORIES

- A. Caps: Cast steel galvanized; sized to post diameter, set screw retainer.
- B. Fittings: Sleeves, bands, clips, rail ends, tension bars, fasteners and fittings; galvanized steel.
- C. Windscreen: Douglas Sports Equipment VCP to be installed on 10' perimeter fence.
- D. Safety Cap: Douglas Sports Equipment Poly-Cap to be installed on 4' fence.

2.4 GATES

- A. General:
 - 1. Gate Types, Opening Widths and Directions of Operation: As indicated on Drawings.
 - 2. Factory assemble gates.
 - 3. Design gates for operation by one person.
- B. Swing Gates:
 - 1. Fabricate gates to permit 180 degree swing.
 - 2. Gates Construction: ASTM F900 with welded corners. Use of corner fittings is not

2.5 FINISHES

- A. Components and Fabric: Galvanized to ASTM A123/A123M for components; ASTM A153/A153M for hardware; ASTM A392 for fabric; 1.8 oz/sq ft coating.
- B. Hardware: Galvanized to ASTM A153/A153M, 1.8 oz/sq ft coating.
- C. Accessories: Same finish as framing.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install framework, fabric, accessories and gates according to ASTM F567.
- B. Set posts plumb, in concrete footings with top of footing at finish grade. Slope top of concrete for water runoff.
- C. Post Footing Depth Below Finish Grade: as shown on the Drawings
- D. Brace each gate and corner post to adjacent line post with horizontal center brace rail and diagonal truss rods. Install brace rail one bay from end and gate posts.
- E. Install top rail through line post tops and splice with 6 inch long rail sleeves.
- F. Install center and bottom brace rail on corner gate leaves.
- G. Place fabric on outside of posts and rails.
- H. Do not stretch fabric until concrete foundation has cured 28 days.
- I. Stretch fabric between terminal posts or at intervals of 100 feet (30 m) maximum, whichever is less.
- J. Position bottom of fabric 1 inch above finished grade.
- K. Fasten fabric to top rail, line posts, braces, and bottom tension wire with tie wire at maximum 15 inches (380 mm) on centers.
- L. Attach fabric to end, corner, and gate posts with tension bars and tension bar clips.
- M. Install bottom tension wire stretched taut between terminal posts.
- N. Support gates from gate posts. Do not attach hinged side of gate from building wall.
- O. Install gate with fabric to match fence. Install three hinges on each gate leaf, latch, catches, drop bolt.
- P. Excavate holes for posts to diameter and spacing indicated on Drawings without disturbing underlying materials.

- Q. Center and align posts. Place concrete around posts and vibrate or tamp for consolidation. Verify vertical and top alignment of posts and make necessary corrections.
- R. Extend concrete footings to grade, and trowel, forming crown to shed water.
- S. Allow footings to cure minimum 7 days before installing fabric and other materials attached to posts.

3.2 ERECTION TOLERANCES

- A. Section 01 40 00 - Quality Requirements: Tolerances.
- B. Maximum Variation From Plumb: 1/4 inch.
- C. Maximum Offset From Indicated Position: 1 inch.

3.3 SCHEDULES

- A. Court Perimeter: 10 feet high, dark green fabric, privacy slats.
- B. Pickleball Divider: 4 feet high, aluminized coated fabric, single strand barbed wire top, on 45 degree sloped arms, pointing out.

END OF SECTION 32 31 13

SECTION 32 91 19

LANDSCAPE GRADING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Final grade topsoil for finish landscaping.
- B. Related Sections:
 - 1. Section 31 23 23 - Fill
 - 2. Section 32 05 13 - Soils for Earthwork

1.2 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Submittal procedures
- B. Materials Source: Submit name of imported materials source.
- C. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.3 QUALITY ASSURANCE

- A. Furnish each topsoil material from single source throughout the Work.
- B. Perform Work in accordance with Michigan Department of Transportation standard.
- C. Maintain one copy on site.

PART 2 - PRODUCTS

2.1 MATERIAL

- A. Topsoil: as specified in Section 31 05 13.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify substrate base has been contoured and compacted.

3.2 PREPARATION

- A. Protect landscaping and other features remaining as final Work.
- B. Protect existing structures, fences, sidewalks, utilities, paving, and curbs.

3.3 SUBSTRATE PREPARATION

- A. Eliminate uneven areas and low spots.
- B. Scarify surface to depth of 3 inches where topsoil is scheduled. Scarify in areas where equipment used for hauling and spreading topsoil has compacted subsoil.

3.4 PLACING TOPSOIL

- A. Place topsoil in areas where seeding is required. Place topsoil during dry weather.
- B. Fine grade topsoil to eliminate rough or low areas. Maintain profiles and contour of subgrade.
- C. Remove roots, weeds, rocks, and foreign material while spreading.
- D. Lightly compact placed topsoil.
- E. Remove surplus subsoil and topsoil from site.
- F. Leave stockpile area and site clean and raked, ready to receive landscaping.

3.5 PROTECTION OF INSTALLED WORK

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for protecting finished Work.
- B. Prohibit construction traffic over topsoil.

3.6 SCHEDULES

- A. Compacted topsoil thicknesses:

1. Seeded Grass: 3 inches.

END OF SECTION 32 91 19

SECTION 32 92 19

SEEDING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Fertilizing.
2. Seeding.
3. Maintenance.

B. Related Sections:

1. Section 32 05 13 – Soils for Earthwork
2. Section 32 91 19 – Landscape Grading

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Restoration

1. Basis of Measurement: Lump Sum
2. Basis of Payment: Includes topsoil, landscape grading, seeding, fertilizing, mulching, and watering necessary to restore the lawn on site to a grassy condition with grades similar to pre-existing conditions. This includes work and materials specified in the Related Sections above.

1.3 DEFINITIONS

- ###### A. Weeds: Vegetative species other than specified species to be established in given area.

1.4 SUBMITTALS

- ###### A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- ###### B. Product Data: Submit data for seed mix, fertilizer, mulch, and other accessories.
- ###### C. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.5 QUALITY ASSURANCE

- ###### A. Provide seed mixture in containers showing percentage of seed mix, germination percentage, inert matter percentage, weed percentage, year of production, net weight, date of packaging, and location of packaging.

- B. Perform Work according to Michigan Department of Transportation standards.
- C. Maintain one copy of document on site.

1.6 QUALIFICATIONS

- A. Seed Supplier: Company specializing in manufacturing Products specified in this section with minimum three years experience.
- B. Installer: Company specializing in performing work of this section with minimum three years experience.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements: Product storage and handling requirements.
- B. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable.
- C. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

1.8 MAINTENANCE SERVICE

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for maintenance service.
- B. Maintain seeded areas immediately after placement until grass is well established and exhibits vigorous growing condition.

PART 2 - PRODUCTS

2.1 SEED MIXTURE

- A. Furnish materials according to Michigan Department of Transportation standards.
- B. Description:
 - 1. Perennial Ryegrass: 20 percent.
 - 2. Kentucky Blue Grass: 30 percent.
 - 3. Creeping Red Fescue Grass: 50 percent.

2.2 ACCESSORIES

- A. Mulching Material: Oat or wheat straw, free from weeds, foreign matter detrimental to plant life, and dry. Hay or chopped cornstalks are not acceptable.

- B. Fertilizer: Commercial grade; recommended for grass; of proportion necessary to eliminate deficiencies of topsoil to the following proportions: Nitrogen 12 percent, phosphoric acid 12 percent, soluble potash 12 percent.
- C. Water: Clean, fresh and free of substances or matter capable of inhibiting vigorous growth of grass.

2.3 SOURCE QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Testing, inspection and analysis requirements.
- B. Analyze to ascertain percentage of nitrogen, phosphorus, potash, soluble salt content, organic matter content, and pH value.
- C. Provide recommendation for fertilizer and lime application rates for specified seed mix as result of testing.
- D. Testing is not required when recent tests and certificates are available for imported topsoil. Submit these test results to testing laboratory. Indicate, by test results, information necessary to determine suitability.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify prepared soil base is ready to receive the Work of this section.

3.2 SEEDING

- A. Apply seed at rate of 220 lbs per acre evenly in two intersecting directions. Rake in lightly.
- B. Do not seed areas in excess of that which can be mulched on same day.
- C. Planting Season: April 15 through October 10.
- D. Do not sow immediately following rain, when ground is too dry, or when winds are over 12 mph (19 km/h).
- E. Roll seeded area with roller not exceeding 112 lbs/linear foot.
- F. Immediately following seeding, apply mulch to thickness of 1/8 inches. Maintain clear of shrubs and trees.
- G. Apply water with fine spray immediately after each area has been mulched. Saturate to 4 inches of soil.

3.3 SEED PROTECTION

- A. Cover seeded slopes where grade is 4 inches per foot or greater with erosion fabric. Roll fabric onto slopes without stretching or pulling.
- B. Lay fabric smoothly on surface, bury top end of each section in 6 inch (150 mm) deep excavated topsoil trench. Overlap edges and ends of adjacent rolls minimum 12 inches (300 mm). Backfill trench and rake smooth, level with adjacent soil.
- C. Secure outside edges and overlaps at 36 inch (900 mm) intervals with stakes.
- D. Lightly dress slopes with topsoil to ensure close contact between fabric and soil.
- E. At sides of ditches, lay fabric laps in direction of water flow. Lap ends and edges minimum 6 inches (150 mm).

3.4 MAINTENANCE

- A. Water to prevent grass and soil from drying out.
- B. Control growth of weeds. Apply herbicides. Remedy damage resulting from improper use of herbicides.
- C. Immediately reseed areas showing bare spots.
- D. Repair washouts or gullies.
- E. Protect seeded areas with warning signs during maintenance period.

END OF SECTION 32 92 19

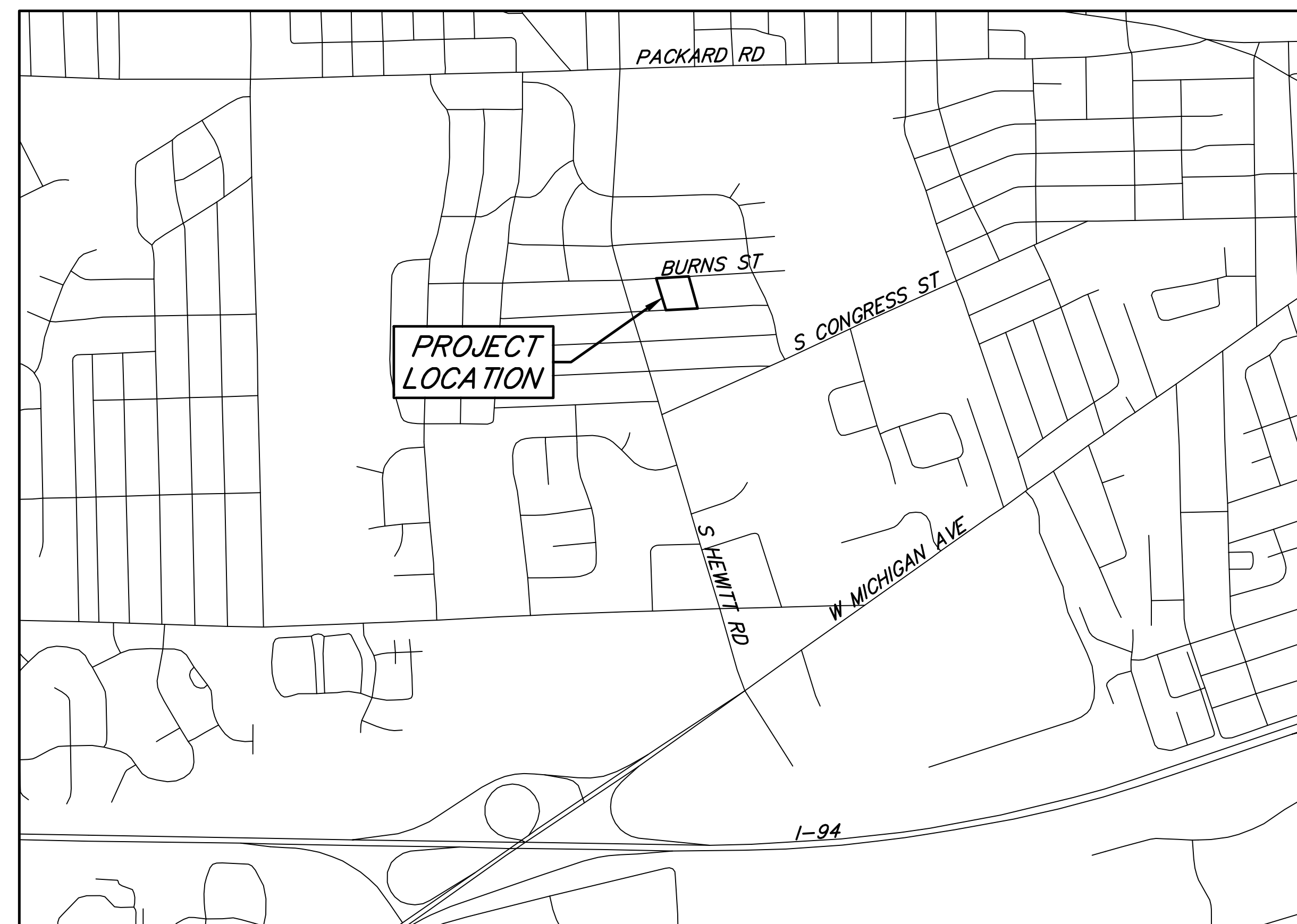
BURNS PARK TENNIS & PICKLEBALL COURTS

CHARTER TOWNSHIP OF
YPSILANTI

| PLAN INDEX | | |
|------------|---------------------|-----|
| FILE NO. | DESCRIPTION | NO. |
| D-5627-1 | COVER SHEET | 1 |
| D-5627-2 | NOTE SHEET | 2 |
| D-5627-3 | EXISTING CONDITIONS | 3 |
| D-5627-4 | DEMOLITION PLAN | 4 |
| D-5627-5 | CONSTRUCTION PLAN | 5 |
| DS-5627-6 | DETAILS | 6 |



AREA MAP
NOT TO SCALE



LOCATION MAP
1" = 1000'

N
SECTION 7
T.03S.-R.07E.,
YPSILANTI TOWNSHIP,
WASHTENAW COUNTY, MICHIGAN

| BY | MARK | REVISIONS | DATE |
|---|--------------|--|------|
| <small>THE WORK REPRESENTED BY THIS DRAWING WAS DESIGNED BY THE ENGINEER FOR THIS SPECIFIC APPLICATION AND SPECIFIC LOCATION DESCRIBED HEREON IN ACCORDANCE WITH THE CONDITIONS PREVALENT AT THE TIME THE DESIGN WAS DONE. THE ENGINEER DOES NOT GUARANTEE AND WILL NOT BE LIABLE FOR ANY OTHER LOCATION, CONDITION, DESIGN OR PURPOSE.</small> | | | |
| BURNS PARK TENNIS & PICKLEBALL COURTS CHARTER TOWNSHIP OF YPSILANTI | | | |
| COVER SHEET | | | |
| | | <small>SAGINAW OFFICE 230 S. Washington Ave. Saginaw, MI 48607 Tel: 989-754-4717 Fax: 989-754-4440 www.SpicerGroup.com</small> | |
| DE. BY: <i>KJW</i> | CH. BY: | PROJECT NO. | |
| DR. BY: <i>KJW</i> | APP. BY: | 127420SG2019 | |
| STDS. | SHEET 1 OF 6 | D | |
| DATE NOVEMBER 2019 | FILE NO. | 01 | |
| SCALE | D-5627-01 | | |

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GENERAL NOTES

NO WORK SHALL BE PERFORMED BEFORE 7:00 AM OR AFTER 7:00 PM MONDAY THROUGH SATURDAY. NO WORK SHALL HAPPEN ON SUNDAYS OR HOLIDAYS. UNLESS AUTHORIZED BY THE OWNER.

CONTRACTOR SHALL NOTIFY ENGINEER 48 HOURS PRIOR TO START OF CONSTRUCTION, CONSTRUCTION STAKING AND INSPECTION.

CONTRACTOR SHALL MAINTAIN ACCESS FOR MAIL DELIVERY AND GARBAGE PICKUP AT ALL PARCELS. IF THESE SERVICES CANNOT BE PERFORMED CONTRACTOR IS RESPONSIBLE FOR TAKING THE NECESSARY MEASURES TO CARRY THEM OUT.

COORDINATE DRIVE CLOSURES AND MAIL BOX RELOCATION WITH LANDOWNERS A MINIMUM OF ONE DAY IN ADVANCE.

CONTRACTOR TO PROVIDE DUST CONTROL AND SWEEP ROADS DAILY.

ALL EXCAVATED MATERIAL NOT TO BE REUSED OR DISPOSED OF ON SITE SHALL BE REMOVED FROM SITE. THE CONTRACTOR IS RESPONSIBLE FOR DISPOSING MATERIALS ACCORDING TO LOCAL AND STATE REQUIREMENTS.

UNDERGROUND UTILITIES/MISS DIG

FOR PROTECTION OF UNDERGROUND UTILITIES AND IN CONFORMANCE WITH PUBLIC ACT 174, 2013, THE CONTRACTOR SHALL DIAL 1-800-482-7171 OR 811 A MINIMUM OF THREE FULL WORKING DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND HOLIDAYS PRIOR TO BEGINNING EACH EXCAVATION IN AREAS WHERE PUBLIC UTILITIES HAVE NOT BEEN PREVIOUSLY LOCATED. MEMBERS WILL THIS BE ROUTINELY NOTIFIED. THIS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF NOTIFYING UTILITY OWNERS WHO MAY NOT BE A PART OF THE "MISS DIG" ALERT SYSTEM.

THE EXISTING UTILITIES ON THESE DRAWINGS HAVE BEEN SHOWN ACCORDING TO THE BEST AVAILABLE INFORMATION. CONTRACTOR SHALL FIELD LOCATE ALL UTILITIES PRIOR TO BEGINNING CONSTRUCTION AND SHALL NOTIFY THE ENGINEER AS TO WHERE POSSIBLE CONFLICT EXISTS.

ALL CONSTRUCTION UNDER EXISTING UTILITIES, INCLUDING HOUSE SERVICES, SHALL BE COMPLETELY BACKFILLED WITH SAND, IN 12" LAYERS, AND COMPACTED TO NOT LESS THAN 95% OF THE MAXIMUM UNIT WEIGHT.

ANY UTILITIES ENCOUNTERED DURING CONSTRUCTION SHALL BE SUPPORTED, PER THE SPECIFICATIONS OF THE INDIVIDUAL UTILITY COMPANY CLAIMING OWNERSHIP OF THE UTILITY.

SOIL EROSION AND SEDIMENTATION CONTROL MEASURES

APPROPRIATE SOIL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO EARTH-DISTURBING ACTIVITIES. PLACE TURF ESTABLISHMENT ITEMS AS SOON AS POSSIBLE ON POTENTIAL ERODABLE SLOPES AS DIRECTED BY OWNER. CRITICAL DITCH GRADES SHALL BE PROTECTED WITH EITHER SOD OR SEED/MULCH OR MULCH BLANKET AS DIRECTED BY OWNER.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT SOIL EROSION AND SEDIMENTATION CONTROL MEASURES ARE IN PLACE AND MAINTAINED UNTIL THE CONTRACT HAS BEEN COMPLETED AND ACCEPTED. MEASURES SHALL ONLY BE PAID FOR ONCE.

ALL CATCHBASINS AND SEDIMENTATION TRAP/BASIN SHALL BE CLEANED OUT UPON COMPLETION OF THE PROJECT.

CONTRACTOR SHALL CONFORM TO SOIL EROSION AND SEDIMENTATION CONTROL ACT, PART 91 OF ACT 451 OF 1994.

PROPERTY OWNERS

PROPERTY OWNERS' NAMES, WHERE SHOWN, ARE FOR INFORMATION ONLY, AND THEIR ACCURACY IS NOT GUARANTEED.

ADJUSTING MONUMENT BOXES

ALL GOVERNMENT CORNERS ON THIS PROJECT SHALL BE PRESERVED, WHETHER SHOWN OR NOT. IT MAY BE NECESSARY TO PLACE OR ADJUST MONUMENT BOXES, AS REQUIRED.

TRAFFIC

THE CONTRACTOR SHALL MAINTAIN LOCAL TRAFFIC AT ALL TIMES. SIGNAGE MUST BE IN ACCORDANCE WITH THE MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND SHALL BE COORDINATED WITH THE ENGINEER AND GOVERNING ROAD AGENCY. PERMITS MAY BE REQUIRED.

PERMITS

PRIOR TO COMMENCING CONSTRUCTION, THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED BY THE APPROPRIATE AGENCIES.

CONSTRUCTION PROCEDURES SHALL CONFORM TO THE REQUIREMENTS OF THE APPROPRIATE AGENCIES.

GENERAL NOTES CONT.

SITE WORK

ALL TRENCHED CONSTRUCTION UNDER GRAVEL, PAVED SURFACES OR UTILITIES SHALL BE BACKFILLED WITH CLASS II SAND OR OTHER APPROVED GRANULAR MATERIAL IN 12" LAYERS AND COMPACTED TO 95% OF ITS MAXIMUM UNIT WEIGHT.

UNPAVED AREAS SHALL BE SMOOTHLY GRADED AND THE SURFACE STABILIZED BY SEEDING OR OTHERWISE. THE MAXIMUM DESIRABLE SLOPE IS 3 HORIZONTAL TO 1 VERTICAL UNLESS NOTED OTHERWISE.

CONTRACTOR SHALL SAWCUT PAVEMENT AND CURB & GUTTER FOR A CLEAN EDGE TO INSTALL PROPOSED PAVEMENT AND CURB & GUTTER.

CONTRACTOR IS RESPONSIBLE TO MAINTAIN POSITIVE DRAINAGE PATTERN TO ENSURE NO PONDING OF WATER ON ADJACENT EXISTING AND PROPOSED PAVED SURFACES.

DIMENSIONS SHOWN ARE GIVEN TO THE BACK OF CURBS AND FACE OF BUILDINGS UNLESS NOTED OTHERWISE.

STORM SEWER

PIPE MATERIALS SHALL BE AS FOLLOWS:

- 12" DIAMETER AND ABOVE – CONCRETE PIPE, C-76, ASTM C-443 OR PVC PIPE SDR35.
- LESS THAN 12" DIAMETER – PVC PIPE SDR35, OR HIGH DENSITY POLYETHYLENE (HDPE), DUAL WALL, CORRUGATED.

SANITARY SEWER

ALL SANITARY SEWER SHALL BE PVC, SDR35, TYPE PSM PLASTIC, CONFORMING TO ANSI/ASTM D3034 WITH RUBBER GASKET JOINTS, UNLESS SPECIFIED OTHERWISE.

WATER MAIN

WATER MAIN PIPE SHALL CONFORM TO THE MUNICIPALITY'S STANDARDS AND SHALL BE PVC C-900 OR DUCTILE IRON, CLASS 52, CEMENT LINED.

WATER SERVICE PIPE FROM 3/4" TO 2-1/2" SHALL BE SEAMLESS, TYPE-K COPPER.

WATER MAIN SHALL HAVE A MINIMUM COVER OF 5'-6" UNLESS OTHERWISE SPECIFIED.

CONTRACTOR SHALL SECURE ALL VERTICAL BENDS WITH A MINIMUM OF TWO 3/4" ANCHOR RODS PER FITTING EITHER TO A CONCRETE BLOCK, WELDED STEEL PIPE SLEEVE, OR PIPE COLLAR. METHOD USED SHALL BE DETERMINED BY THE ENGINEER.

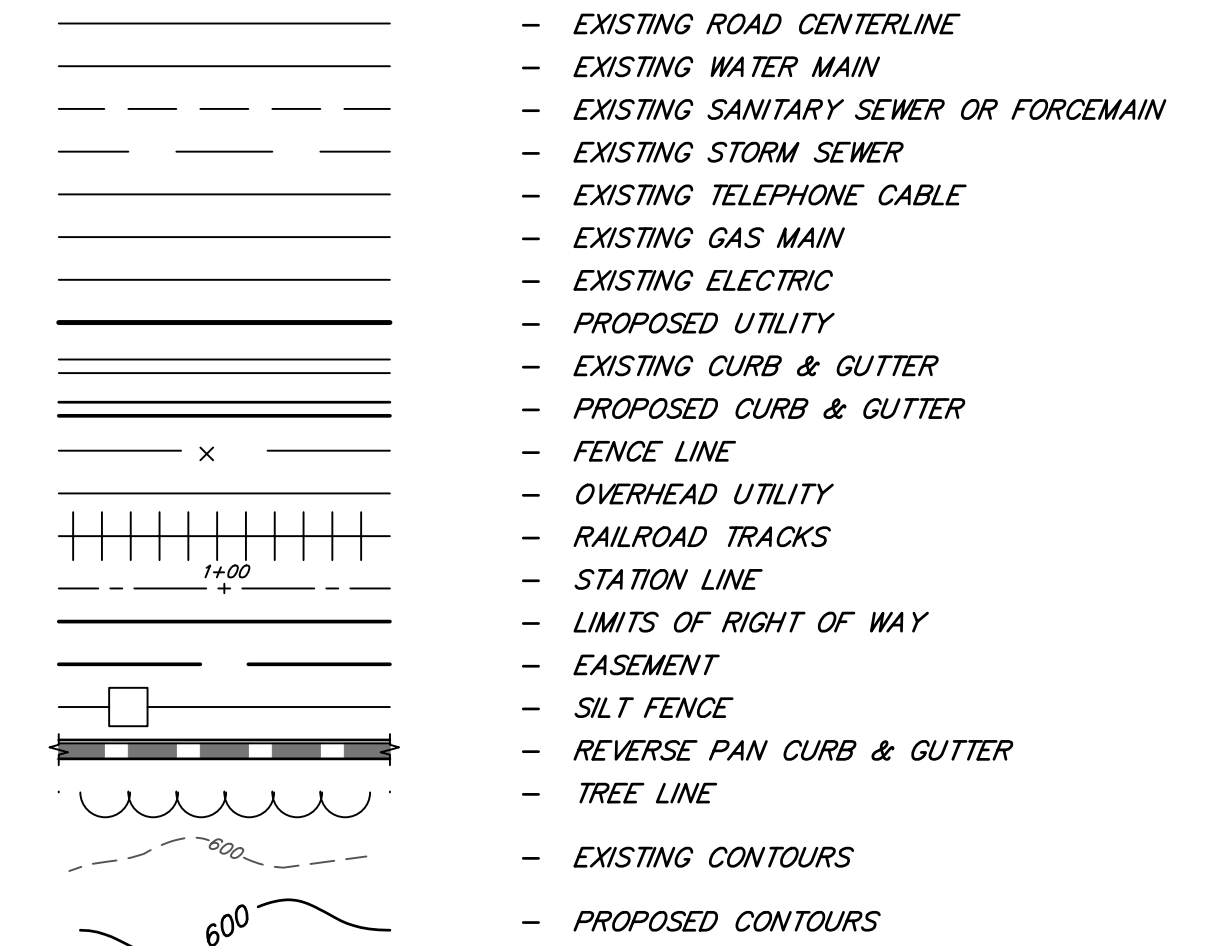
ALL FITTINGS SHALL BE MECHANICAL JOINT. ALL HYDRANTS AND VALVES SHALL CONFORM TO THE MUNICIPALITY'S STANDARDS.

ALL BURIED FERROUS PARTS SHALL RECEIVE A 10 MIL (DRY MILL THICKNESS) COATING OF COAL TAR EPOXY.

ABBREVIATIONS

- BC = BACK OF CURB
- BM = BENCH MARK
- C/C = CENTER TO CENTER
- CB = CATCH BASIN
- CL = CENTERLINE
- CJ = CONSTRUCTION JOINT
- CMP = CORRUGATED METAL PIPE
- CSP = CORRUGATED STEEL PIPE
- CONC = CONCRETE
- DI = DUCTILE IRON PIPE
- EF = EACH FACE
- ELEC = ELECTRIC
- EL OR ELEV = ELEVATION
- EOM = EDGE OF METAL
- EOP = EDGE OF PAVEMENT
- EQ/SP = EQUALLY SPACED
- ESMT = EASEMENT
- EW = EACH WAY
- EX OR EXIST = EXISTING
- FF = FINISH FLOOR
- FL = FLOW LINE
- FS = FINISH SURFACE
- FG = FINISH GROUND
- GALV = GALVANIZED
- G = GUTTER
- HDS = HOT DIP GALVANIZED
- HDPE = HIGH DENSITY POLYETHYLENE
- HP = HIGH POINT
- HMA = HOT MIX ASPHALT
- HYD = HYDRANT
- INV = INVERT
- LP = LOW POINT
- OC = ON CENTER
- OH = OVERHEAD
- MH = MANHOLE
- MIN = MINIMUM
- MON = MONUMENT
- NFL = NOT FIELD LOCATED
- NTS = NOT TO SCALE
- PROP = PROPOSED
- PVC = POLYVINYL CHLORIDE
- RCP = REINFORCED CONCRETE PIPE
- ROW = RIGHT OF WAY
- SAN = SANITARY
- SB = SOIL BORING
- SS = STAINLESS STEEL
- STA = STATION
- STM = STORM
- SWR = SEWER
- T/B = TOP AND BOTTOM
- TC = TOP OF CURB
- TOB = TOP OF BANK
- TOS = TOE OF SLOPE
- TELE = TELEPHONE
- TRW = TOP OF RETAINING WALL
- TW = TOP OF WALK
- UNO = UNLESS NOTED OTHERWISE
- WM = WATER MAIN
- WS = WATER SURFACE ELEVATION

LINE TYPE LEGEND



**SYMBOL LEGEND
EXISTING SYMBOLS**

- - MANHOLE
- ⊗ - CATCH BASIN
- ⊠ - CURB CATCH BASIN
- ⊕ - FIRE HYDRANT
- ⊙ - GAS VALVE
- ⊖ - WATER VALVE
- ⊞ - TELEPHONE PEDESTAL
- - POWER POLE
- ⊕ - TELEPHONE POLE
- ⊞ - POWER AND TELEPHONE POLE
- ⊛ - LIGHT POLE
- ⊞ - GUY ANCHOR AND POLE
- ⊞ - MAIL BOX
- ⊞ - WATER METER
- ⊞ - TELEPHONE MANHOLE
- ⊞ - ELECTRIC MANHOLE
- ⊞ - MONITORING WELL
- ⊞ - HAND HOLE
- ⊞ - TRANSFORMER
- ⊞ - ELECTRICAL PEDESTAL
- ⊞ - BARRIER FREE PARKING
- ⊞ - SPRINKLER
- ⊞ - RAILROAD SIGNAL
- ⊞ - ANTENNA
- ⊞ - SATELLITE DISH
- ⊞ - AIR CONDITIONING UNIT
- ⊞ - SOIL BORING
- ⊞ - BENCH MARK
- ⊞ - FOUND SURVEY CORNER
- - SET 1/2" IRON ROD
- - POWER AND TELEPHONE POLE
- - 1/4 SECTION CORNER
- ⊞ - BREAK IN LINE
- ⊞ - EXISTING SIGN-1 POST
- ⊞ - EXISTING SIGN-2 POST
- ⊞ - STUMP
- ⊞ - WETLANDS
- ⊞ - PINE
- ⊞ - BUSH
- ⊞ - TREE

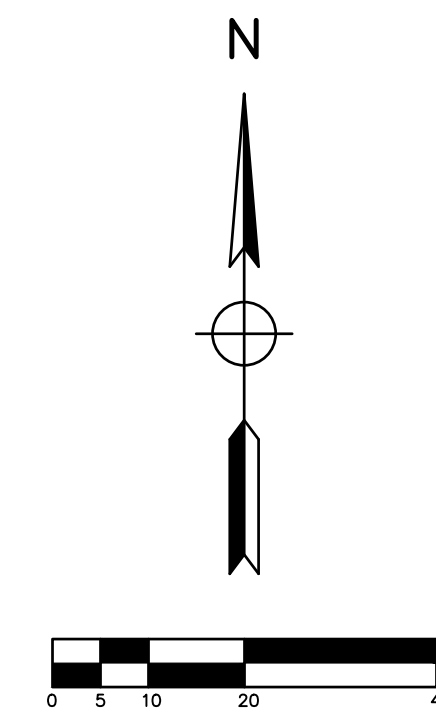
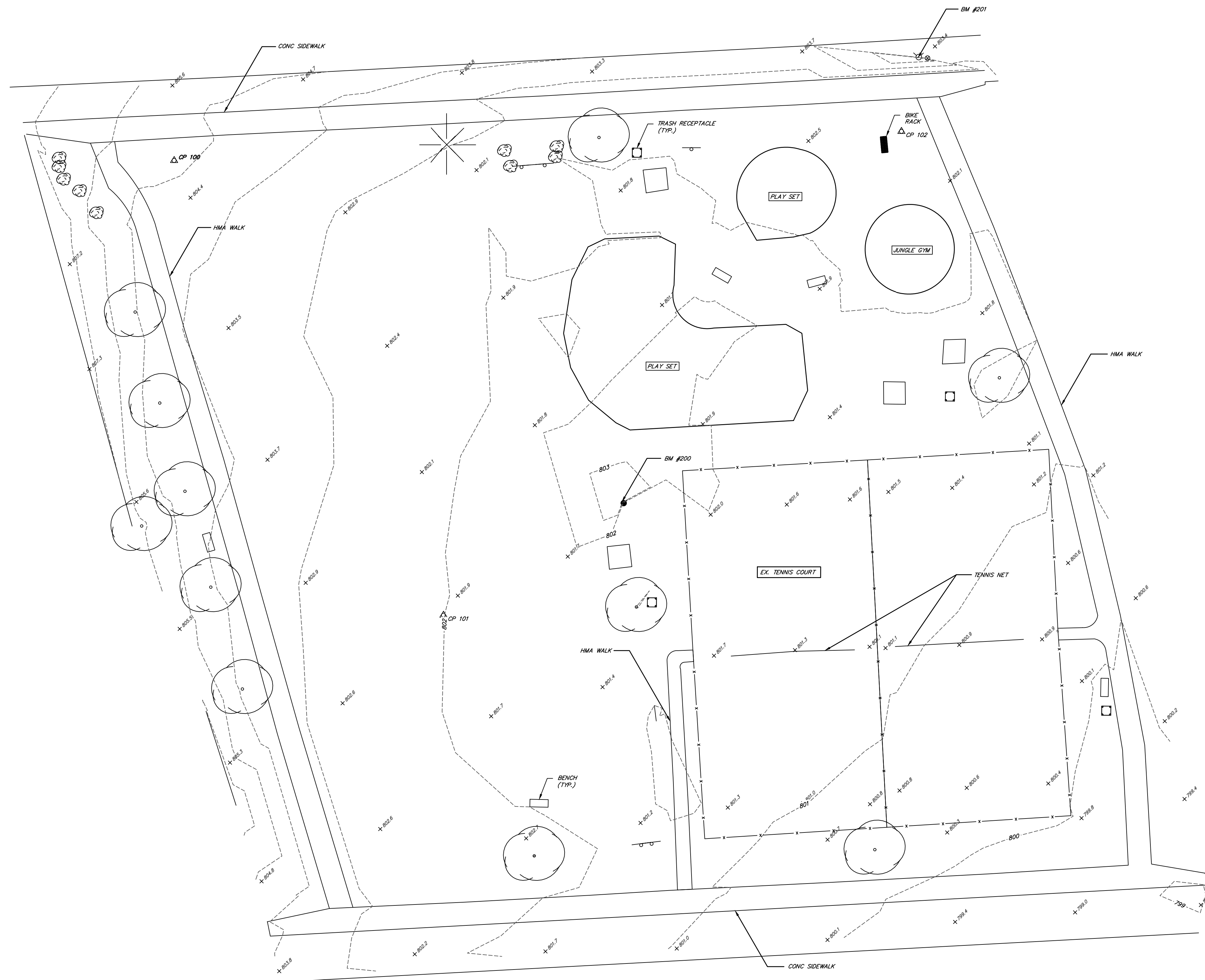
PROPOSED SYMBOLS

- - MANHOLE
- ⊠ - CATCHBASIN
- ⊕ - FIRE HYDRANT
- ⊖ - WATER VALVE
- ⊞ - BARRIER FREE PARKING
- ⊞ - LIGHT POLES
- ⊞ - DRAINAGE FLOW
- ⊞ - SPOT ELEVATION LABELS
- ⊞ - GUTTER
- TW = WALK
- TC = TOP OF CURB
- FS = FINISH SURFACE

CONTACTS

- TOWNSHIP SUPERVISOR**
ATT: BRENDA STUMBO
7200 S HURON RIVER DR
YPSILANTI, MI 48197
PHONE: (734) 481-0617
- PARK COMMISSIONER**
ATT: EDWARD BURNETT
7200 S HURON RIVER DR
YPSILANTI, MI 48197
PHONE: (734) 484-0073
- ELECTRIC**
DTE ENERGY
ATT: SARAH KIPP
ONE ENERGY PLAZA
DETROIT, MI 48226
PHONE: (313) 235-5111
- GAS**
DTE GAS
ATT: MICHAEL HARRISON
ONE ENERGY PLAZA
DETROIT, MI 48226
PHONE: (313) 235-5632
- PHONE**
PARK METRO FIBERNET
ATT: ERIC ESSENBERG
7200 2722 E MICHIGAN AVE
LANSING MI, 48912
PHONE: (616) 821-7705
- UTILITIES**
YPSILANTI COMMUNITY UTILITY AUTHORITY
ATT: MICHAEL SHAFFER
2777 STATE RD
YPSILANTI, MI 48198
PHONE: (734) 484-4800
- INTERNET**
ATT: SHANITA CRANKFIELD
54 N MILL ST., 4TH FLOOR
PONTIAC, MI 48342
PHONE: (248) 454-4344

| | | | |
|---|--------------|--|------|
| BY | MARK | REVISIONS | DATE |
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| <p>BURNS PARK TENNIS COURT IMPROVEMENTS CHARTER TOWNSHIP OF YPSILANTI</p> | | | |
| <p>NOTE SHEET</p> | | | |
| | | <p>SAGINAW OFFICE 230 S. Washington Ave. Saginaw, MI 48607 Tel. 989-754-4717 Fax. 989-754-4440 www.SpicerGroup.com</p> | |
| DE. BY: K/JW | CH. BY: | PROJECT NO. | |
| DR. BY: K/JW | APP. BY: | 127420SG2019 | |
| STDS. | SHEET 2 OF 6 | D | |
| DATE NOVEMBER 2019 | FILE NO. | 02 | |
| SCALE | D-5627-02 | | |



| | |
|-----------------------|-------------------|
| CONTROL POINTS | BENCHMARKS |
| 100: 805.38' | #200: 801.437' |
| 101: 802.01' | #201: 803.148' |
| 102: 802.83' | |

| BY | MARK | REVISIONS | DATE |
|----|------|-----------|------|
| | | | |

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BURNS PARK TENNIS & PICKLEBALL COURTS
CHARTER TOWNSHIP OF YPSILANTI

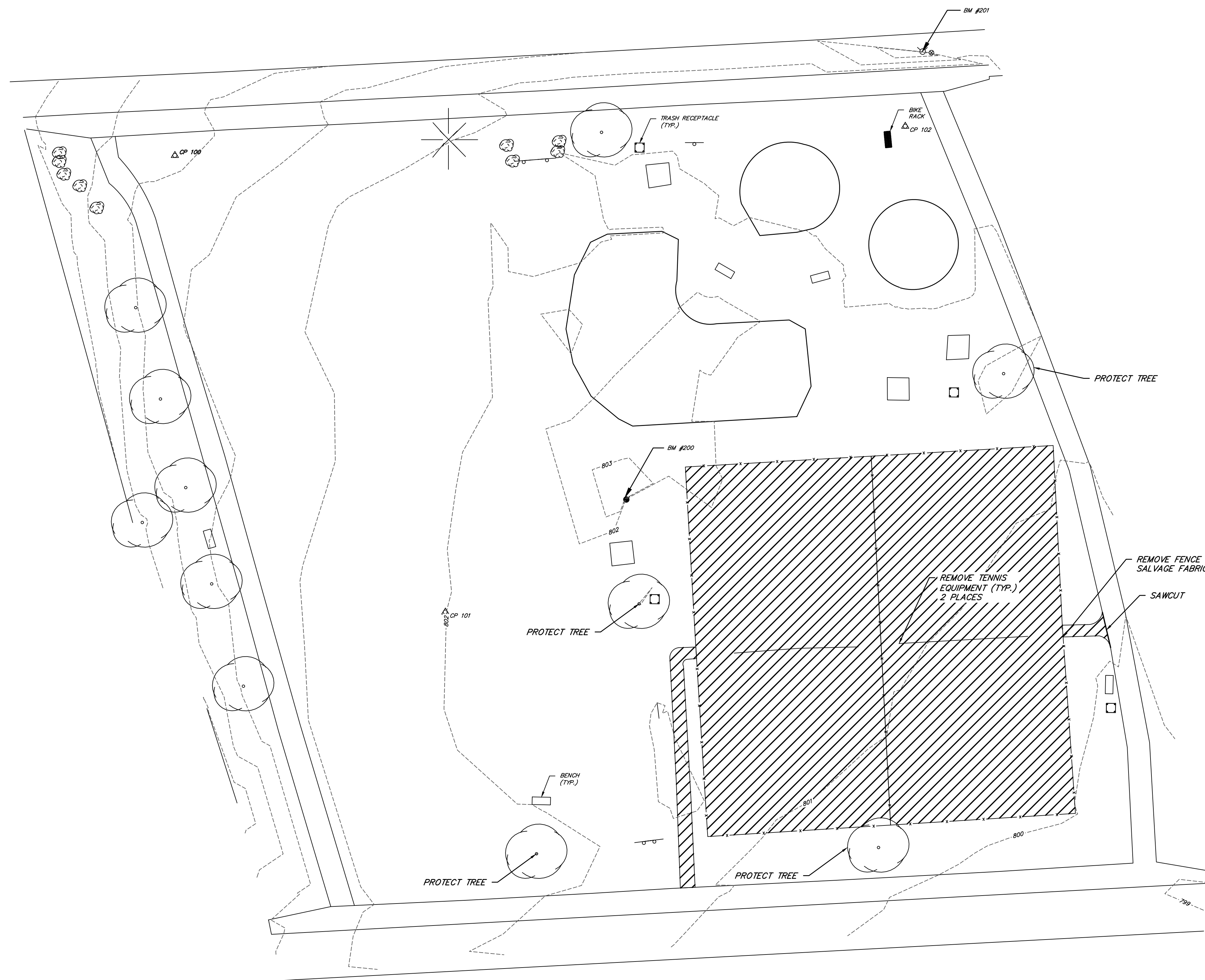
EXISTING CONDITIONS



SAGINAW OFFICE
230 S. Washington Ave.
Saginaw, MI 48607
Tel: 989-754-4717
Fax: 989-754-4440
www.SpicerGroup.com

DE. BY: *K/JW* CH. BY: PROJECT NO.
DR. BY: *K/JW* APP. BY: 127420SG2019

STDS. SHEET 3 OF 6 D
DATE NOVEMBER 2019 FILE NO. 03
SCALE 1" = 20' D-5627-03



 HMA REMOVAL

| BY | MARK | REVISIONS | DATE |
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BURNS PARK TENNIS & PICKLEBALL COURTS
CHARTER TOWNSHIP OF YPSILANTI

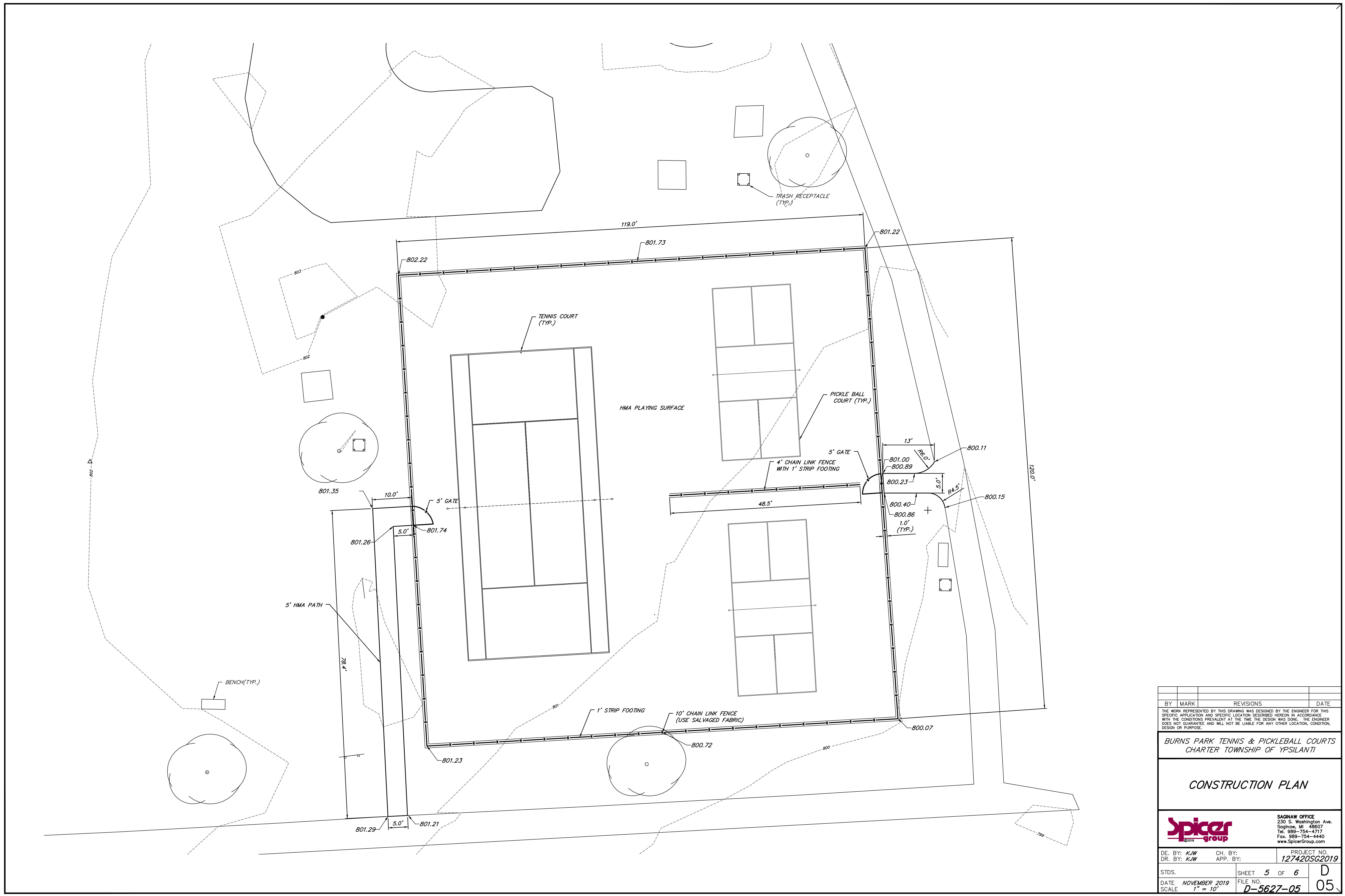
DEMOLITION PLAN

 **Spicer Group**
SAGINAW OFFICE
230 S. Washington Ave.
Saginaw, MI 48607
Tel: 989-754-4717
Fax: 989-754-4440
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DE. BY: *K/JW* CH. BY: PROJECT NO.
DR. BY: *K/JW* APP. BY: 127420SG2019

STDS. SHEET 4 OF 6 D
DATE NOVEMBER 2019 FILE NO. 04
SCALE 1" = 20' D-5627-04

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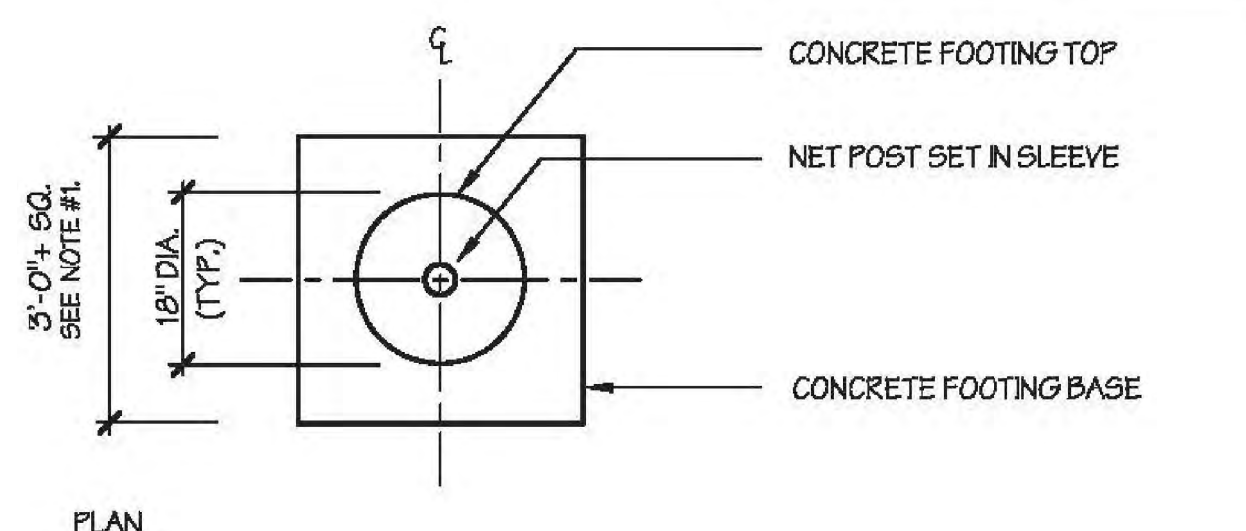
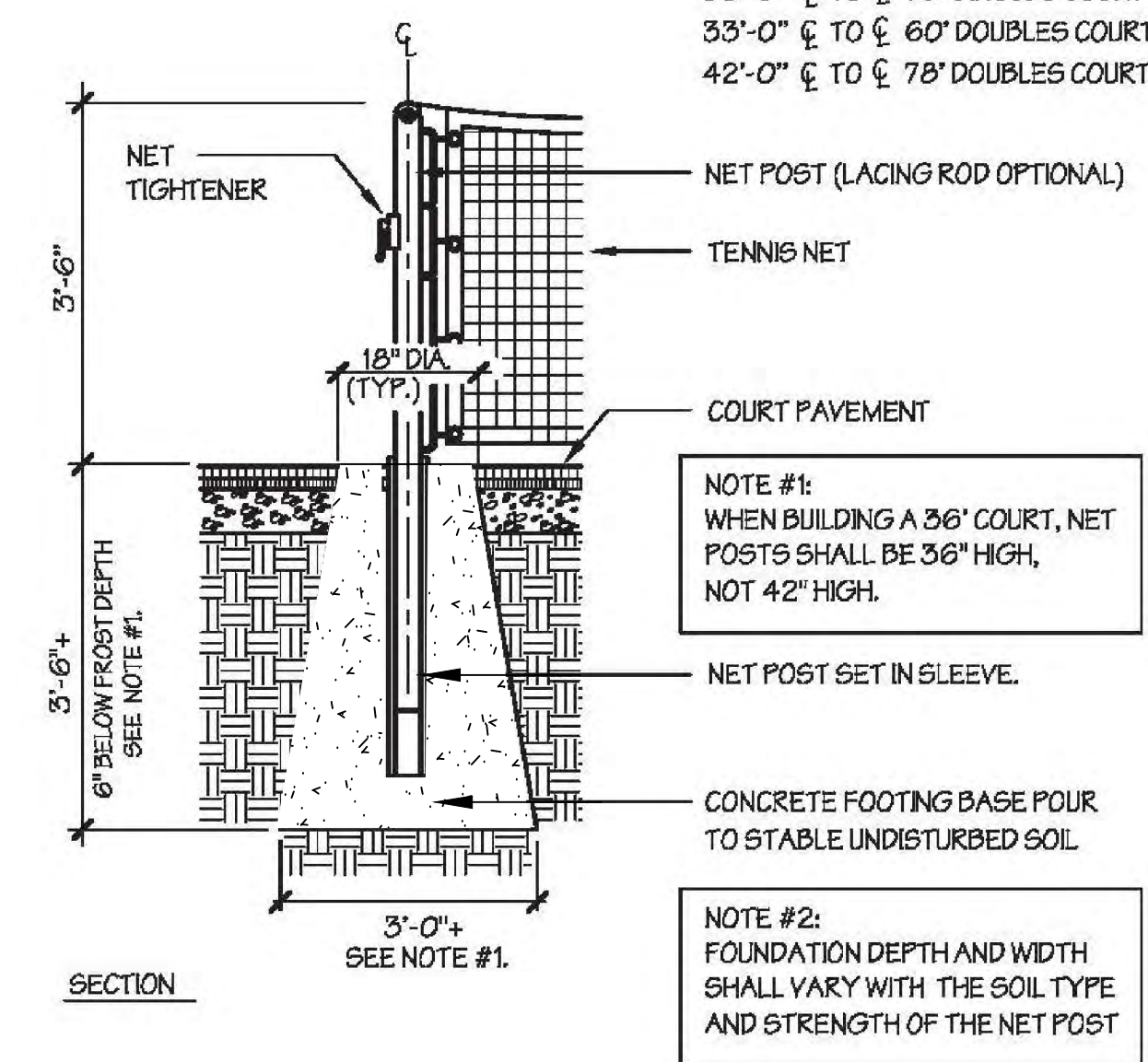
| BY | MARK | REVISIONS | DATE |
|---|------|---|------|
| <small>THE WORK REPRESENTED BY THIS DRAWING WAS DESIGNED BY THE ENGINEER FOR THIS SPECIFIC APPLICATION AND SPECIFIC LOCATION DESCRIBED HEREON IN ACCORDANCE WITH THE CONDITIONS PREVALENT AT THE TIME THE DESIGN WAS DONE. THE ENGINEER DOES NOT GUARANTEE AND WILL NOT BE LIABLE FOR ANY OTHER LOCATION, CONDITION, DESIGN OR PURPOSE.</small> | | | |
| BURNS PARK TENNIS & PICKLEBALL COURTS CHARTER TOWNSHIP OF YPSILANTI | | | |
| CONSTRUCTION PLAN | | | |
| <small>DE. BY: K/JW</small> <small>DR. BY: K/JW</small> | | <small>CH. BY:</small> <small>APP. BY:</small> | |
| <small>STDS.</small> | | <small>PROJECT NO.</small> 127420SG2019 | |
| <small>DATE</small> NOVEMBER 2019 <small>SCALE</small> 1" = 10' | | <small>SHEET</small> 5 <small>OF</small> 6 <small>FILE NO.</small> D-5627-05 | |
| | | D 05 | |

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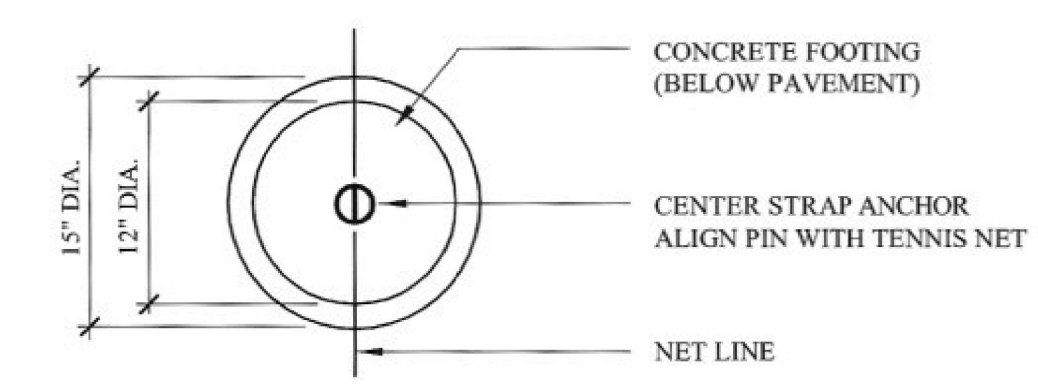
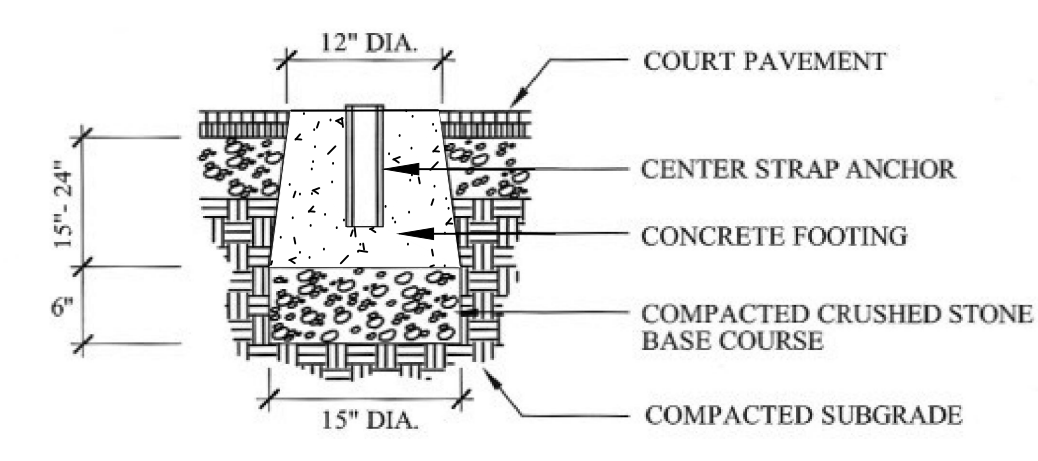
NET POST LOCATIONS:

- 33'-0" ϕ TO ϕ 78' SINGLES COURT
- 33'-0" ϕ TO ϕ 60' DOUBLES COURT
- 42'-0" ϕ TO ϕ 78' DOUBLES COURT

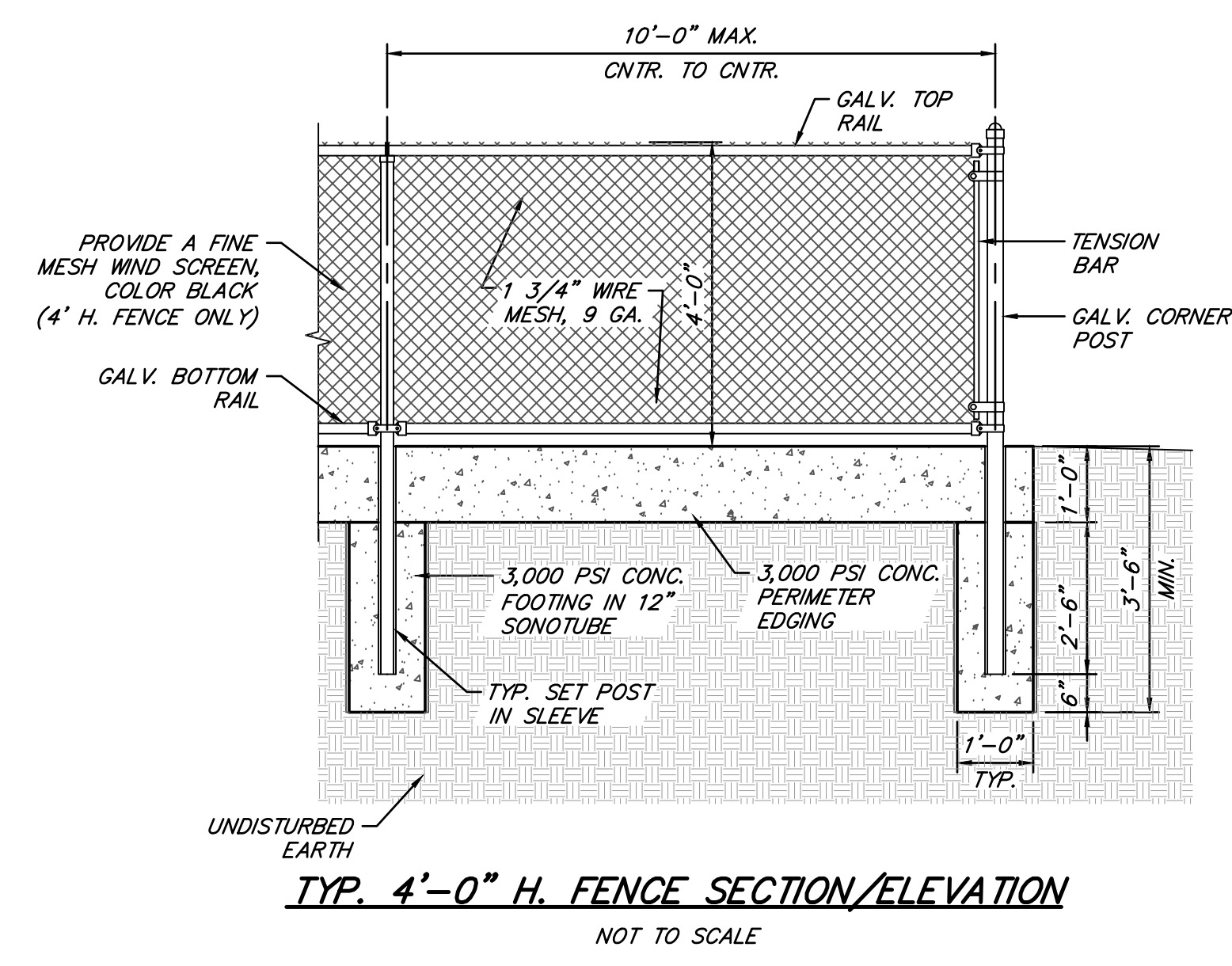


TENNIS NET POST FOOTING - PYRAMID SHAPE
NOT TO SCALE

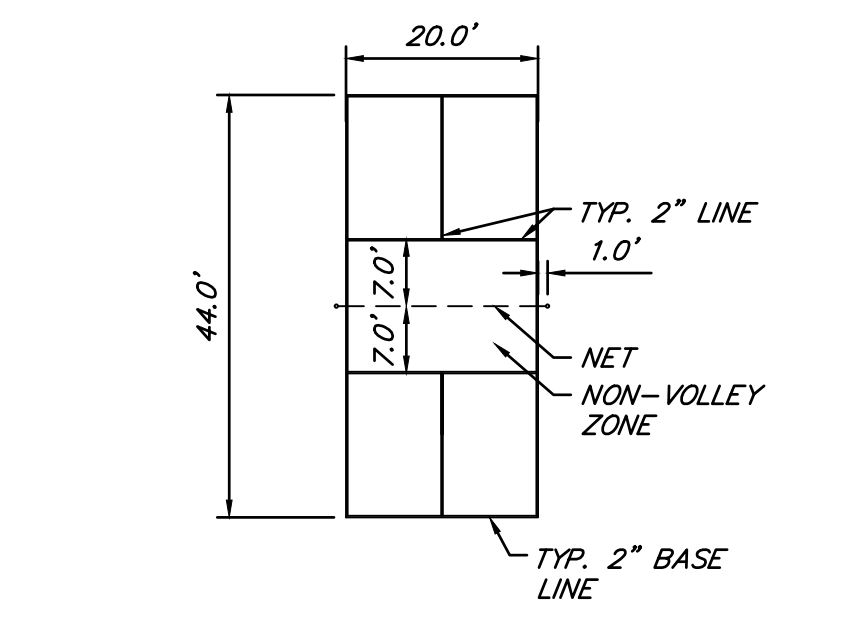
NOTE:
IN AREAS SUSCEPTIBLE TO
FROST HEAVING, INCREASE
FOOTING DEPTH TO 24"



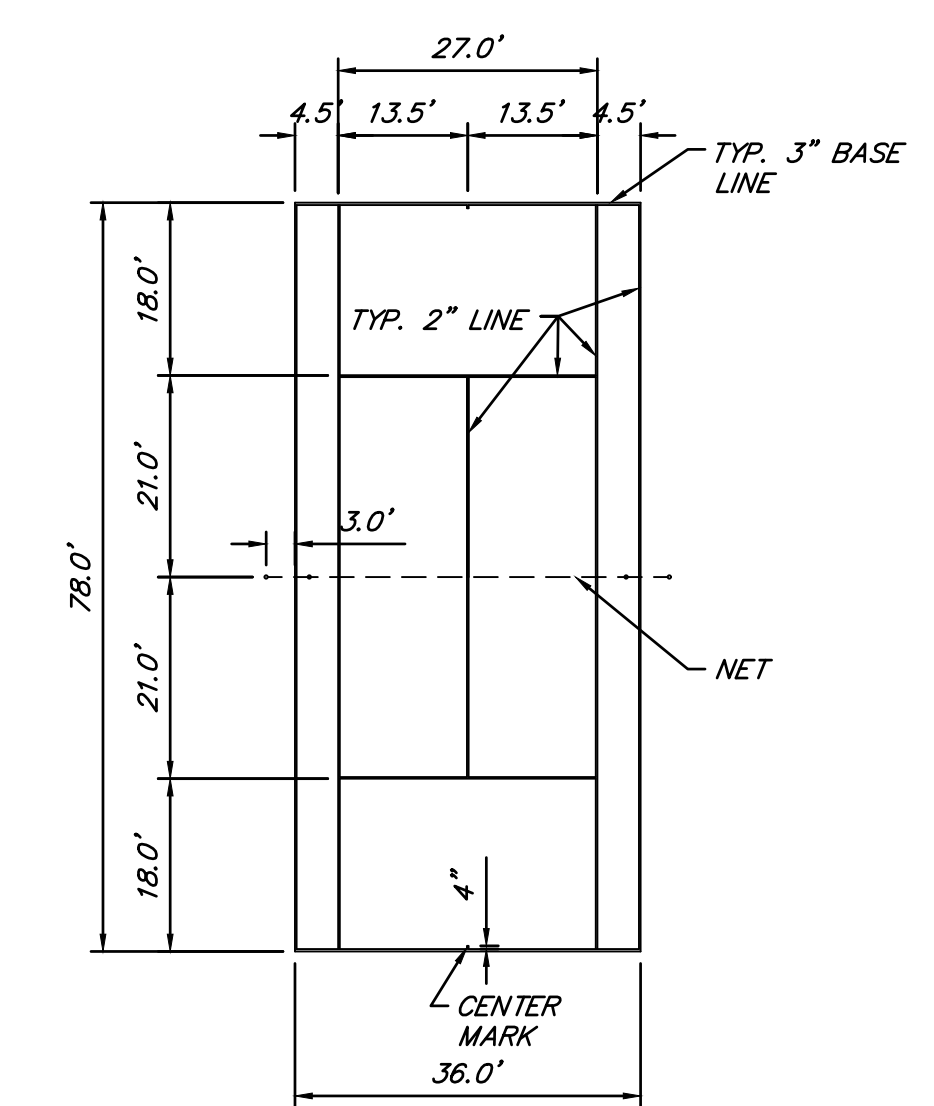
TENNIS NET CENTER STRAP ANCHOR
NOT TO SCALE



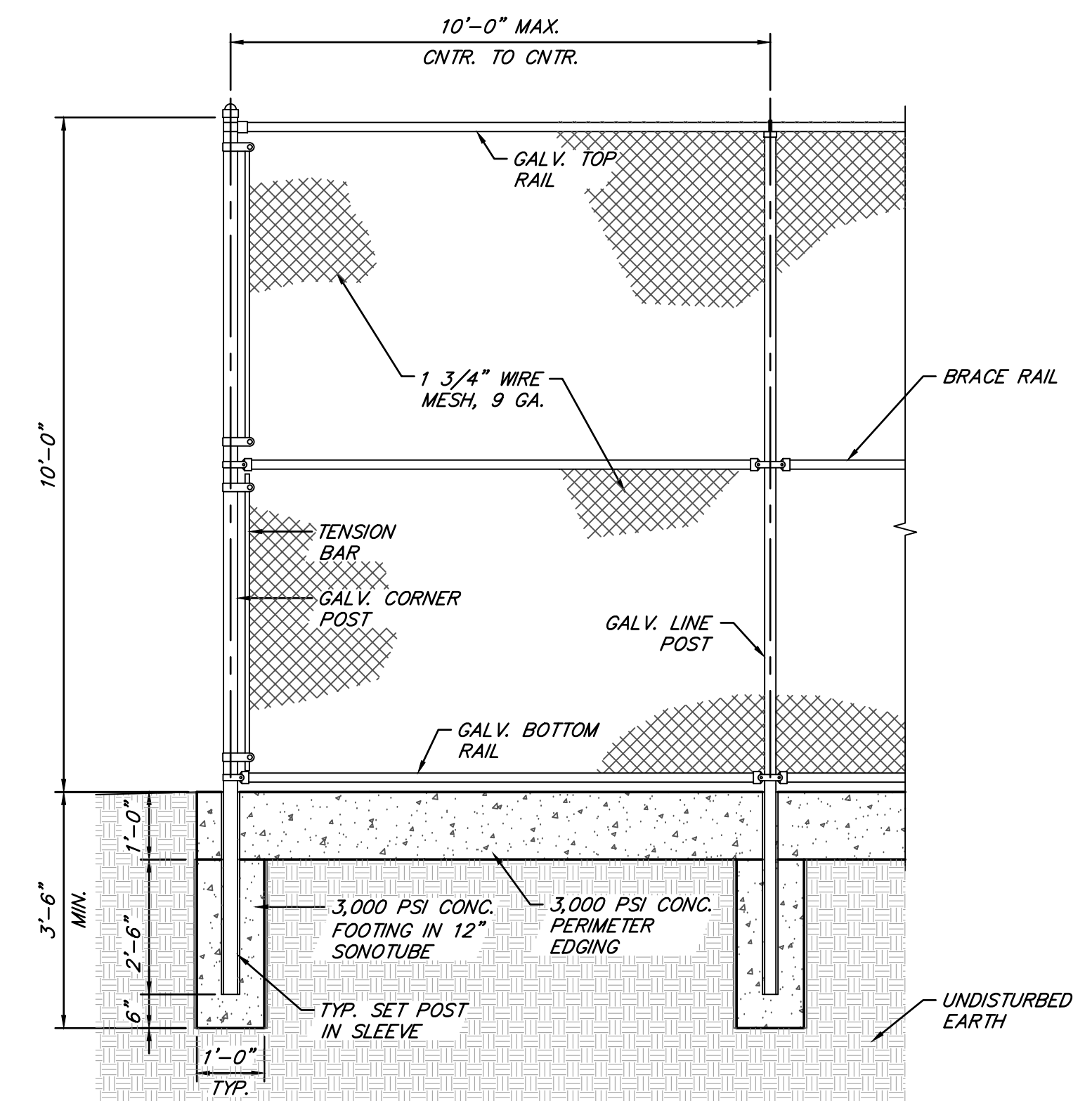
TYP. 4'-0" H. FENCE SECTION/ELEVATION
NOT TO SCALE



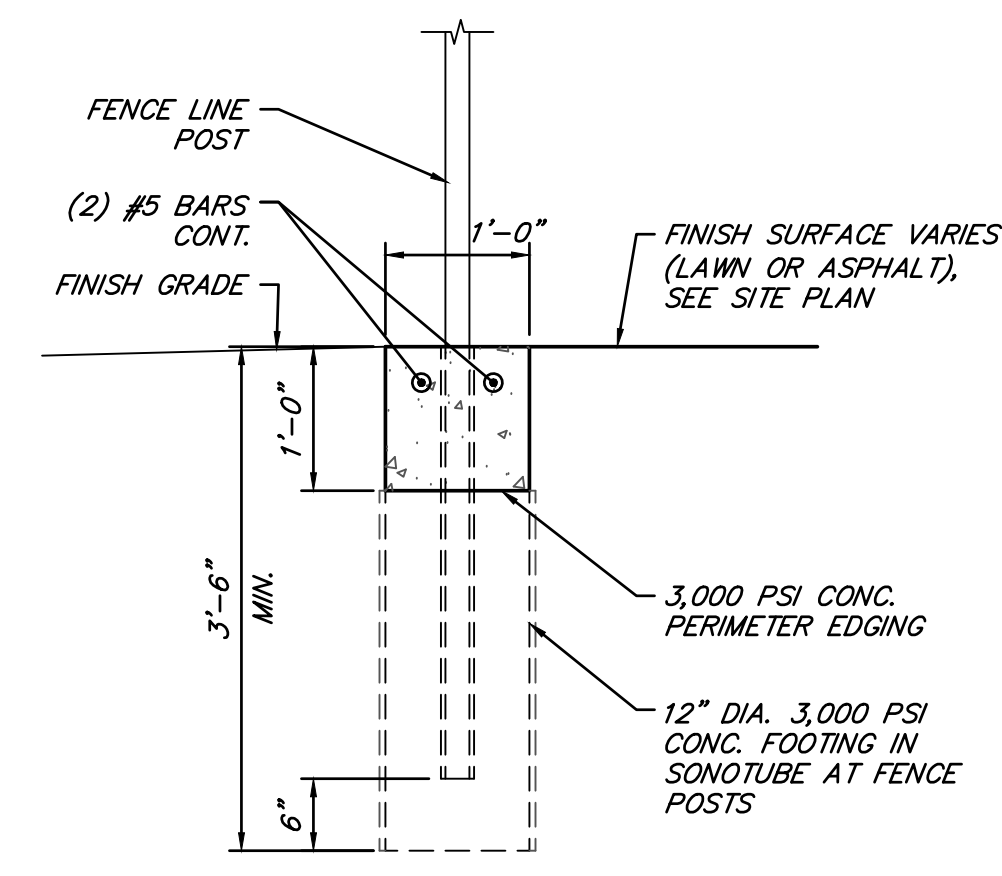
PICKLEBALL COURT STRIPING PLAN
SCALE: 1" = 20'



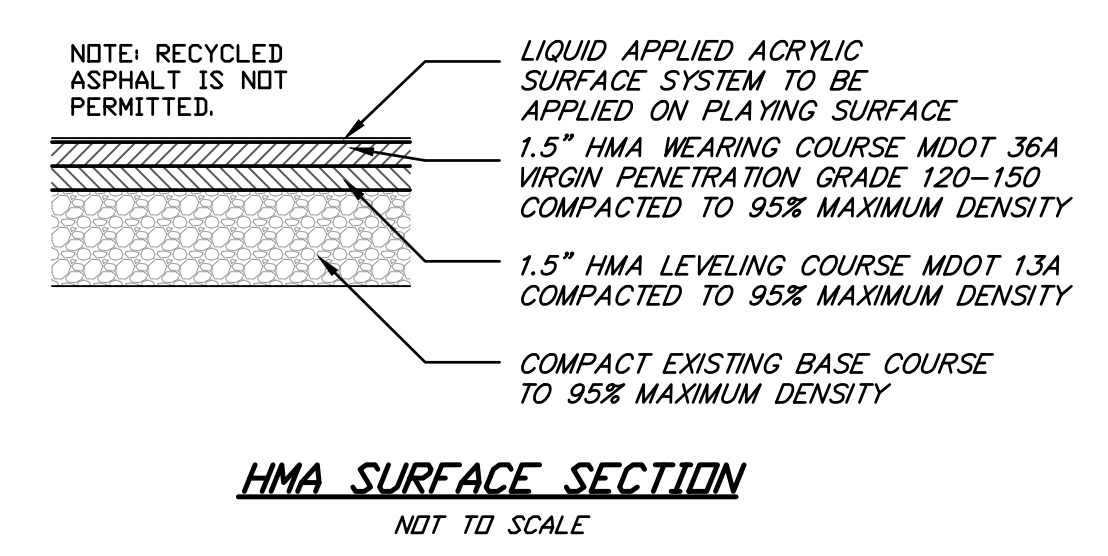
78' TENNIS COURT STRIPING PLAN
SCALE: 1" = 20'



TYP. 10'-0" H. FENCE SECTION/ELEVATION
NOT TO SCALE



TYP. CONC. FENCE PERIMETER DETAIL
SCALE: 3/4" = 1'-0"



HMA SURFACE SECTION
NOT TO SCALE

| BY | MARK | REVISIONS | DATE |
|---|-------------------|--|------|
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| <p>BURNS PARK TENNIS & PICKLEBALL COURTS CHARTER TOWNSHIP OF YPSILANTI</p> | | | |
| <p>DETAILS</p> | | | |
| <p>DE. BY: <i>K/JW</i> CH. BY:</p> | | <p>PROJECT NO. 127420SG2019</p> | |
| <p>DR. BY: <i>K/JW</i> APP. BY:</p> | | <p>SAGINAW OFFICE 230 S. Washington Ave. Saginaw, MI 48607 Tel. 989-754-4717 Fax. 989-754-4440 www.SpicerGroup.com</p> | |
| STDS. | SHEET 6 OF 6 | D | |
| DATE NOVEMBER 2019 | FILE NO. | 06 | |
| SCALE | DS-5627-06 | | |

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