

CHARTER TOWNSHIP OF  
YPSILANTI BOARD OF TRUSTEES

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*Supervisor*

**BRENDA L. STUMBO**

*Clerk*

**KAREN LOVEJOY ROE**

*Treasurer*

**LARRY J. DOE**

*Trustees*

**STAN ELDRIDGE**

**HEATHER JARRELL ROE**

**MONICA ROSS WILLIAMS**

**JIMMIE WILSON, JR.**

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**February 18, 2020**

**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**



*Supervisor*  
**BRENDA L. STUMBO**  
*Clerk*  
**KAREN LOVEJOY ROE**  
*Treasurer*  
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**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](http://www.ytown.org)

**Date:** February 4, 2020  
**To:** Clerk's Office  
**CC:** Brenda Stumbo, Supervisor  
**From:** Michael Saranen, Operation Manager

**Subject:** Departmental Report (activities in January 2020)

## Activities:

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### 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 21 after hour call-ins for January.

Average precipitation for the month of January is around 2.6", this year it was about 4.1". Production for the month a new January record. With above average precipitation for the 2019 and with prior efficiency projects the Hydro set a new generation record in 2019.

#### Regulatory:

- For 2020-**
- update DSSMP
  - DSSMR, **Started** (report in review)
  - Owners Dam Safety Program Review –
  - EAP Reprint
  - EAP annual update and test-
  - EAP Training- TBD
  - Part 12 Inspection- Planning
  - WQ Report – equipment being serviced
  - Nuisance Plant Plan Report –
  - Wildlife Plan Report –
  - Historical Activity Report –
  - Gate Certification –
  - Security Review –
  - FERC Annual Safety inspection -
  - Annual DEQ Lake Operation Monitoring Report-
  - 5 year shoreline survey and report
  - 5 year Owners Dam Safety Program Audit- planning

**Projects:**

***River Coordination (No New Information)***

No new information on this.

***Operation Summary***

<b>2020</b>	<b>January</b>	<b>YTD</b>	<b>5 Year Ave.</b>
Precipitation total (inches) <sup>1</sup>	4.12	4.12	40.0 <sup>2</sup>
Days Online	31.0	31.0	356.3
Generation MWH (estimated)	1,485.383	1,485.383	10,096.6
Generation MWH <b>lost</b> (estimated)*	0	0	549.4

**After Hour Call In**

Water levels	20	20	38
Mechanical/Electrical	1	1	3
Other			2
<b>Totals</b>	<b>21</b>	<b>21</b>	<b>43</b>

<b>Recent History</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
Precipitation total (inches) <sup>2</sup>	34.9	36.5	40.8	42.2	45.4
Days Online	345	359.5	362.0	364.2	350.6
Generation MWH (estimated)	7,723.0	8,803.4	10,744.9	10,635.0	12,576.7
Generation MWH <b>lost</b> (estimated)*	419.1	229.8	269.6	552.9	1,005.8

**After Hour Call In**

Water levels	32	31	26	30	69
Mechanical/Electrical	1	4	5	3	4
Other	1	2	3	0	2
<b>Totals</b>	<b>34</b>	<b>37</b>	<b>34</b>	<b>33</b>	<b>75</b>

<sup>1</sup> Preliminary totals from NOAA for Detroit

<sup>2</sup> Total from NOAA at U of M Ann Arbor

\*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 1<sup>st</sup> and will end on September 30<sup>th</sup>; 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 <b>2020</b>	Current Year Days Spilled	Current Year Lost KWh*	Current Year Lost \$*	Prior Yr. Lost \$*
January	28.8	0	0	0
February				0
March				0
April				0
May				0
June				823
July				9,653
August				0
September				0
October				0
November				0
December				0
Totals	28.8			\$ 10,476

\*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.



# 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, FEBRUARY 18, 2020

**5:00pm**

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

- 1. 2020 DTE GAS UPGRADE.....BOB HENDERSON  
AND MOLLY LUEMPert-COY
- 2. 2040 MASTER PLAN PRESENTATION.....JASON IACOANGELI  
AND MEGAN MASSON-MINNOCK
- 4. AGENDA REVIEW..... SUPERVISOR STUMBO
- 3. OTHER DISCUSSION ..... BOARD MEMBERS



# DTE Gas Main Renewal Program

Ypsilanti Township  
2020 Progress Update

February 18, 2020

# Gas Renewal Program (GRP) Introduction and Benefits

- \$3.5 billion investment to the natural gas infrastructure improving safety and reliability.
- Upgrade Includes: new pipes and service lines, meter relocation from inside to outside of the building and installation of new natural gas advance meters.

Benefits include:

- New and improved materials minimize the risk of gas leaks.
- Enables remote meter shutoff response to gas leaks.
- Minimize estimated meter reads.
- Eliminates the need for DTE to enter the home for maintenance.
- Facilitates more frequent comprehensive inspections and maintenance
- Done at absolutely no additional cost to customers.



# Ypsilanti Township Scope of Work - Status February 18, 2020



- Installing 6.8 miles of new gas main
- .7 completed to date



135 meters will be moved to home's exterior

547 services impacted total

Beginning service work 2/24



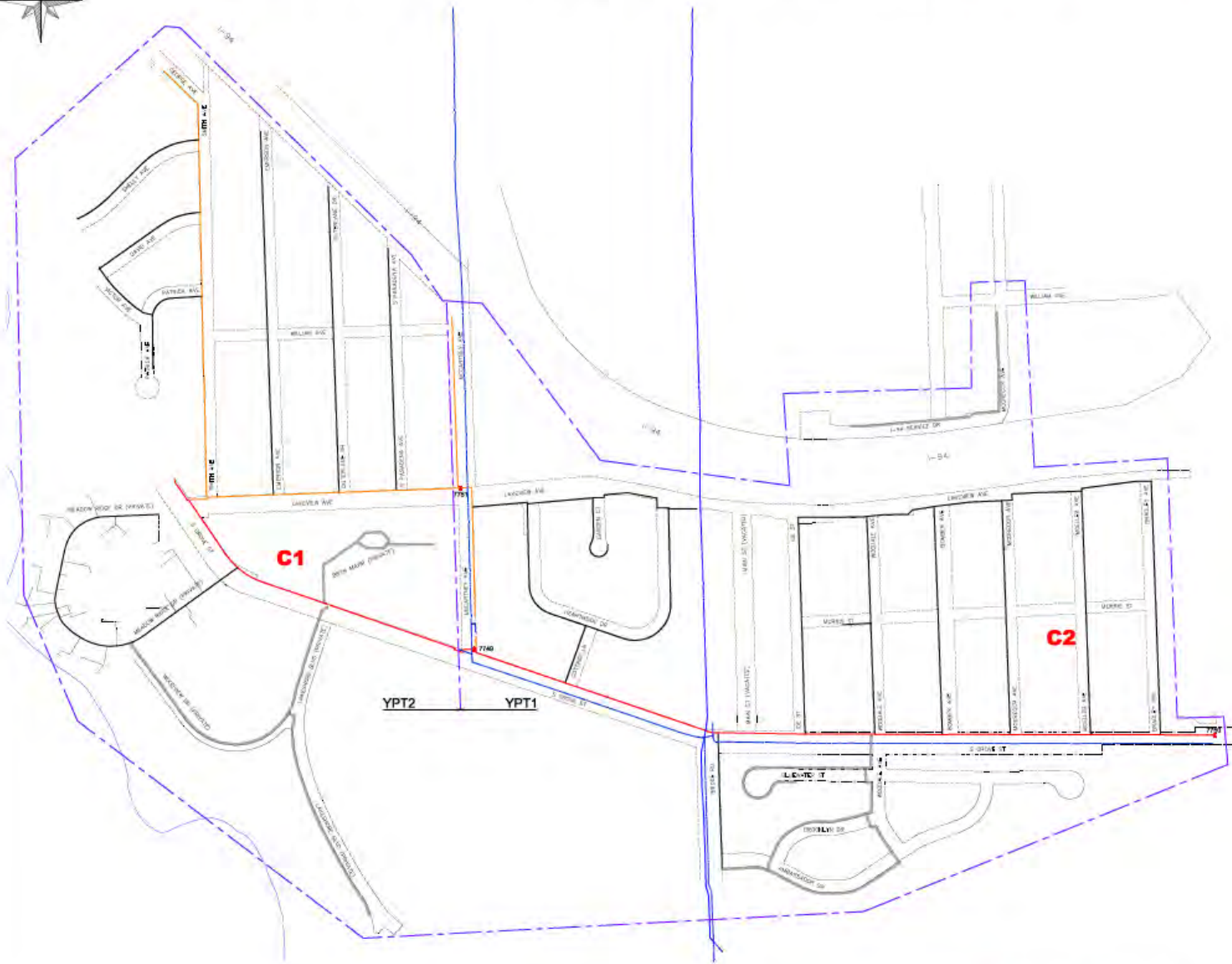
- Property to be temporarily restored during winter
- Final restoration within 30 days beginning 5/1 (Potentially earlier weather dependent)
- All backlog to be complete by 6/1



# MAIN RENEWAL - YPSILANTI 1 & 2 - OVERALL - INSTALL (MAOP 60 PSIG)



KEY MAP



### INSTALLATION BILL OF MATERIAL

PART	QUANTITY
<b>PIPE</b>	
2" MDPE	
4" MDPE	
6" MDPE	
8" MDPE	
12" MDPE	
<b>REDUCER</b>	
3" x 2" MDPE	
4" x 2" MDPE	
6" x 2" MDPE	
8" x 2" MDPE	
<b>TEE</b>	
2" MDPE	
4" MDPE	
6" MDPE	
8" MDPE	
<b>45° ELBOW</b>	
2" MDPE	
4" MDPE	
6" MDPE	
8" MDPE	
<b>90° ELBOW</b>	
2" MDPE	
4" MDPE	
6" MDPE	
8" MDPE	
<b>COUPLING</b>	
2" MDPE	
4" MDPE	
6" MDPE	
8" MDPE	
<b>GAP</b>	
2" MDPE	
4" MDPE	
6" MDPE	
8" MDPE	
<b>VALVE</b>	
2" MDPE	
4" MDPE	
6" MDPE	
8" MDPE	

### ABANDONMENT BILL OF MATERIAL

TYPE	QUANTITY
CAST IRON	
DWYDELL	
BASE STEEL	
WROUGHT IRON	
PLASTIC	
<b>INVOICE METERS</b>	
<b>OUTSIDE METERS</b>	
2" OR GREATER SERVICES ARE INCLUDED IN MAINS AFTER QUANTITY	

- - - - - PROJECT BOUNDARY
- - - - - CITY BOUNDARY
- - - - - WATER
- - - - - RAIL ROAD
- - - - - COUNTY ROW
- - - - - MDOT ROW
- - - - - RETEST
- - - - - 2" MDPE
- - - - - 3" MDPE
- - - - - 4" MDPE
- - - - - 6" MDPE
- - - - - 8" MDPE
- - - - - 12" MDPE
- - - - - HIGH PRESSURE
- - - - - SEPARATION VALVE
- NEW DISTRICT

C1 - Graceway Baptist Church - 2501 S Grove St Ypsilanti, MI 48198  
 C2 - Christian Life Center Church - 2148 Mosler Ave Ypsilanti, MI 48198



# Property Restoration Following Upgrade

**DTE**  
**ALL PROPERTY RESTORATION IS DONE IN PHASES:**

**Phase 1**  
A temporary patch is put in place.

**Phase 2**  
Hard surface repairs such as concrete are repaired.

**Phase 3**  
Soft surfaces such as grass and landscaping are replaced.

**TEMPORARY PATCHING**  
Once your gas upgrade is completed, a temporary patch will be put in place until permanent restoration can be finished.

**PERMANENT RESTORATION**

**Restoration of Sidewalks, Driveways and Streets**  
After temporary patching, restoration of hard surfaces such as sidewalks and driveways will be completed.  
Once the new concrete is poured it will take several days to dry.  
Please follow these guidelines:

- No pedestrian traffic on the new concrete for 48 hours
- No vehicles on concrete for 7 days

**Restoration of Lawns**  
After the new concrete is in place and settled, DTE Energy contractors will grade and seed the areas of your lawn that were damaged. When complete, straw will be placed on top of the grade and seed.  
Please follow these guidelines:

- Water Twice Daily
- Do not cut grass until it is at least 4 inches high.
- Do not walk or drive on the new grass.

**LAWN RESTORATION**  
Once concrete restoration is complete, grade and seed occurs.

**It is your responsibility** to water these areas as recommended so that the new grass can take root. DTE is not responsible for watering and offers no guarantee of new grass growth.

**QUESTIONS?**  
Call: 313.270.9240  
DTE representatives are available from 8:00 am - 4:00 pm, Monday - Friday.  
Leave a message if calling after hours and expect a return call within 2 business days.

**Frequently Asked Questions:**  
[dteenergy.com/gasrenewal](https://dteenergy.com/gasrenewal)

1051810-9/21/18/Rest-P-00

- Customers upgraded in Dec 2019 – April 2020 property restoration complete by June 30, 2020.
- Customers upgraded in May 2020 – November 2020 property restoration complete within 30 days.
- Customers upgraded in November 2020 – April 2021 property restoration complete by June 30, 2021.
- Restoration Information available here: (See tab “What Gas Customers Can Expect”)

[Dteenergy.com/gasrenewal](https://dteenergy.com/gasrenewal)

# Methods of Communication

## 1) Letter

- Customer Notification USPS letter and email (sent to premise and landlord)
- Restoration Reminder Nov – April (sent to premise and landlord)
- 10-day Notice to Service Termination (if access is not granted; left on door)

## 2) Door Hangers

- Schedule Appointment
- Restoration Process/Care
- Final – restoration complete

## 3) Nextdoor.com (and app)

## 4) Website

- Frequently Asked Questions: <http://dteenergy.com/gasrenewal>
- Program Status map: <http://dteenergy.com/gasrenewalmaps>

# Customer Notification Letter

## DTE Energy is Upgrading Natural Gas Infrastructure



**RE: Natural gas upgrade**  
Address  
Address

Dear **XX**,

DTE Energy will be in your neighborhood soon to upgrade the natural gas infrastructure. We are replacing the aging natural gas lines with modern, long-lasting pipes to ensure safe, reliable delivery of gas service to you now and for future generations.

The upgrade includes moving equipment located inside your home to your home's exterior. To do this, we need to access your home (see phase three). Exterior located gas meters eliminate the need for DTE to enter your home for meter maintenance and readings and allows more frequent, comprehensive meter inspections. This work is done at no additional cost to you.

If you have questions about this upgrade, please contact us at the phone number below.



Bryan Ventrone  
Manager, Gas Operations, DTE Energy

متوفر باللغة العربية  
Disponible en español  
Dostępne w języku polskim  
[dteenergy.com/gasrenewal](http://dteenergy.com/gasrenewal)



**DTE GAS INFRASTRUCTURE UPGRADE**

Check your status: [dteenergy.com/gasrenewal/maps](http://dteenergy.com/gasrenewal/maps)  
Frequently Asked Questions: [dteenergy.com/gasrenewal](http://dteenergy.com/gasrenewal)  
Contact: 313.270.9240  
A DTE rep is available from 8:00 am - 4:00 pm Monday - Friday.  
Leave a message if calling after hours.

### What to expect

**PHASE ONE: Notification**

- This is your first notice; upgrade construction begins in approximately 2-3 weeks.
- During the upgrade, we will communicate progress via door hangers, face-to-face and on [Nextdoor.com](http://Nextdoor.com).
- Check your status here: [dteenergy.com/gasrenewal/maps](http://dteenergy.com/gasrenewal/maps)

**PHASE TWO: New Gas Lines Installed**

- New main gas lines will be installed near the street and new service lines will be run to homes.
- Sidewalks and lawns may be torn up. A temporary solution will be put in place until permanent restoration is complete.

**PHASE THREE: Interior Meter Moved Out**

- Gas meters located inside the home will be moved to your home's exterior where the gas line enters your home and upgraded if needed.
- DTE will knock on your door to schedule a convenient time during the construction process on your street to move the meter. We'll leave a door hanger with contact information if you are not home.
- If the meter is already outside, DTE will only enter your home after the installation is complete to re-light your appliances. We'll let you know how to schedule this appointment once your upgrade is complete.
- During this phase your gas service will be interrupted for 2-3 hours.

**PHASE FOUR: Property Restoration**

- DTE will restore all affected sidewalks, lawns, landscaping and driveways within 30 days of completion in May-October.
- If the upgrade is completed in November-April, a temporary solution will remain in place until weather permits permanent restoration. All restoration will be completed by June 30.

Letter and email sent prior to start of gas main installation

Copy of letter and translations available here. See tab "What Gas Customers Can Expect" [Dteenergy.com/gasrenewal](http://Dteenergy.com/gasrenewal)




One Energy Plaza  
Detroit, MI 48226-1221

FIRST CLASS MAIL  
PRESORTED  
U.S. POSTAGE  
PAID  
DETROIT, MI  
PERMIT 724

Customer Name  
Address  
Address


Notification of Service Interruption

# Door Hangers



## DTE ENERGY GAS INFRASTRUCTURE UPGRADE

DTE Energy needs access to our equipment in your home. Contact us now to schedule your upgrade appointment.



This is our:

- 1st attempt
- 2nd attempt
- 3rd attempt

If we do not hear from you after 3 attempts to contact you, DTE will issue a Notice to Terminate Service. You will have 10 days to schedule your appointment or your service will be terminated.

**Questions about the Gas Upgrade:**  
Call: 313.270.9240. A DTE representative is available between 8 a.m. - 4 p.m. If calling after hours, leave a message expect a call back within 2 business days.

104010/01/19/1-E

# DTE GAS UPGRADE COMPLETED

*Dear Valued Customer:*

DTE Energy has finished the natural gas upgrade in your home. In the process, our crews disturbed a portion of your lawn, landscaping or concrete.

- A temporary patch was put in place until permanent property restoration can be completed. Please see inside for example photos and care instructions.
- If you have an in-ground sprinkler system, please check your sprinklers as soon as possible. If your sprinkler system was damaged, please contact us at the phone number below.
- Property restoration occurs May through October. During this timeframe, property restoration is done on an ongoing basis as the gas upgrade is completed on your street and as weather permits. We expect permanent property restoration to be completed within (30) days following the completion of the gas upgrade.
- Due to weather conditions in November - April, only temporary restoration can be put in place. Permanent property restoration work will begin as soon as temperatures allow, with completion by June 30, weather permitting.

**QUESTIONS?**  
Call: 313.270.9240  
DTE representatives are available from 8:00 am - 4:00 pm, Monday - Friday.  
Leave a message if calling after hours and expect a return call within 2 business days.

Frequently Asked Questions:  
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Disponible en español  
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## DTE ENERGY GAS INFRASTRUCTURE UPGRADE

**Your gas infrastructure upgrade and property restoration is complete!**

Thank you for your patience during this important upgrade.

If you have any questions about the upgrade or your property restoration  
Call: 313.270.9240. A DTE representative is available between 8 a.m. - 4 p.m. If calling after hours, leave a message expect a call back within 2 business days.

**Thank you for being a valued DTE Energy customer!**

# DTE

104010/01/19/1-E

# Communication Cadence

	30 Days Before	14 Days Before	Construction Day	0-7 Days After
<b>Letters</b>	Notification Letter & Magnet			
<b>Next Door Posts</b>	Initial Post			Post Restoration
<b>Email</b>		2 week notice		
<b>Door Hangers</b>			Schedule Appointment	
				Post services
<b>Website Map</b>				Post Restoration
	Weekly Updates			



## Gas Renewal Program Contact

313 - 270 - 9240

A DTE representative is available

Monday – Friday, 8 a.m. – 4 p.m.

If calling after hours, leave a message and expect a return call within 2 business days.

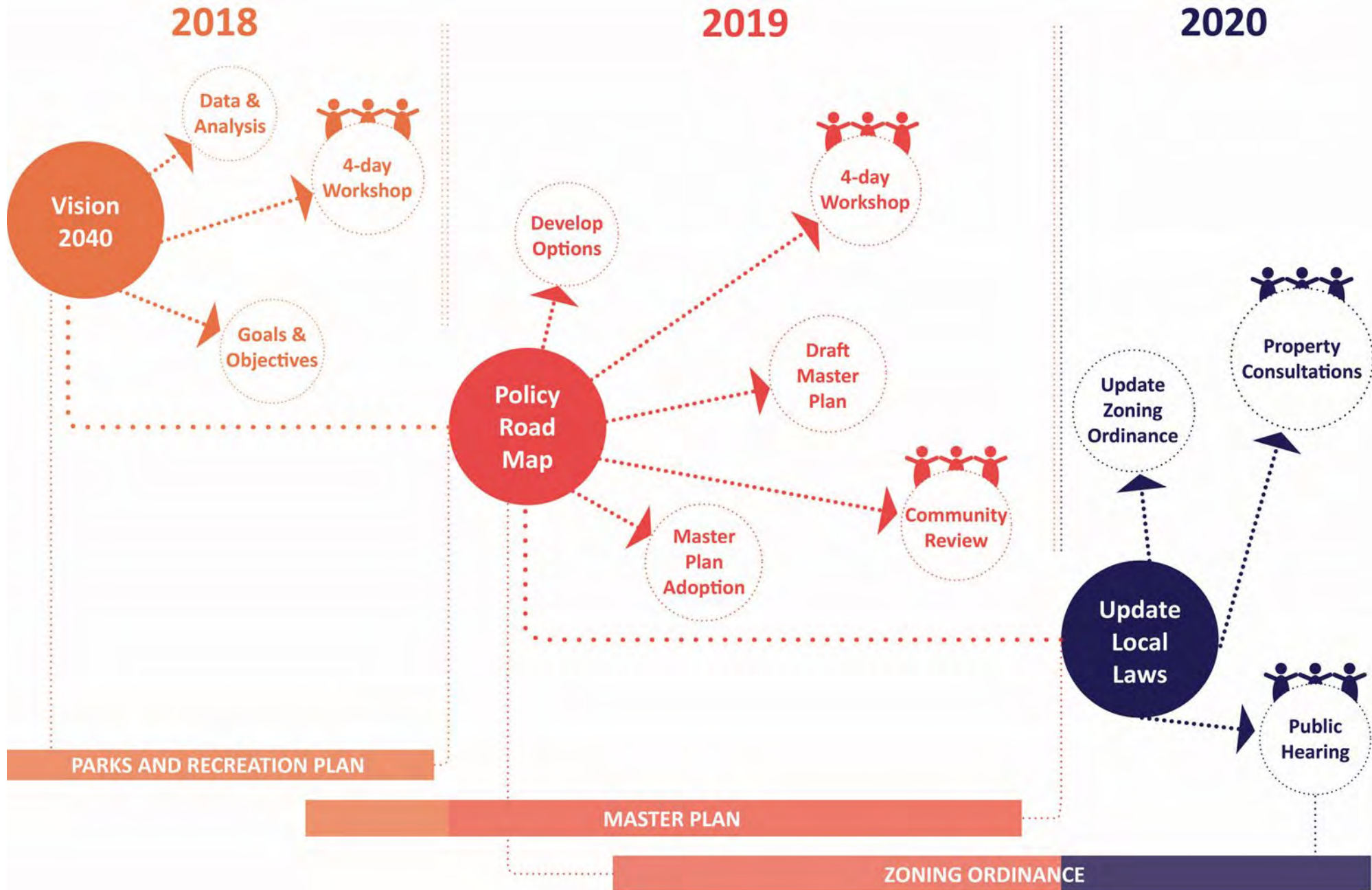
FAQ's

[www.dteenergy.com/gasrenewal](http://www.dteenergy.com/gasrenewal)



# Ypsilanti Township

20410



 = MEETINGS WHERE COMMUNITY PARTICIPATION AND INVOLVMENT IS VITAL. THESE MEETINGS ARE OPEN TO THE PUBLIC OF ALL AGES AND BACKGROUNDS.



# Adoption Steps

**Planning Commission submits draft for release to adjacent communities**

*Township Board release to adjacent communities*

**63-day review period**

**Planning Commission public hearing**

**Planning Commission recommendation**

**Township Board approval**

**Master Plan**

# Adoption Steps

Planning Commission submits draft for release to adjacent communities

*Township Board release to adjacent communities*

63-day review period

Planning Commission public hearing

Planning Commission recommendation

**Township Board approval: Work Session**

**Township Board approval: Adoption**

Master Plan



Work Session

Future Land Use

Implementation





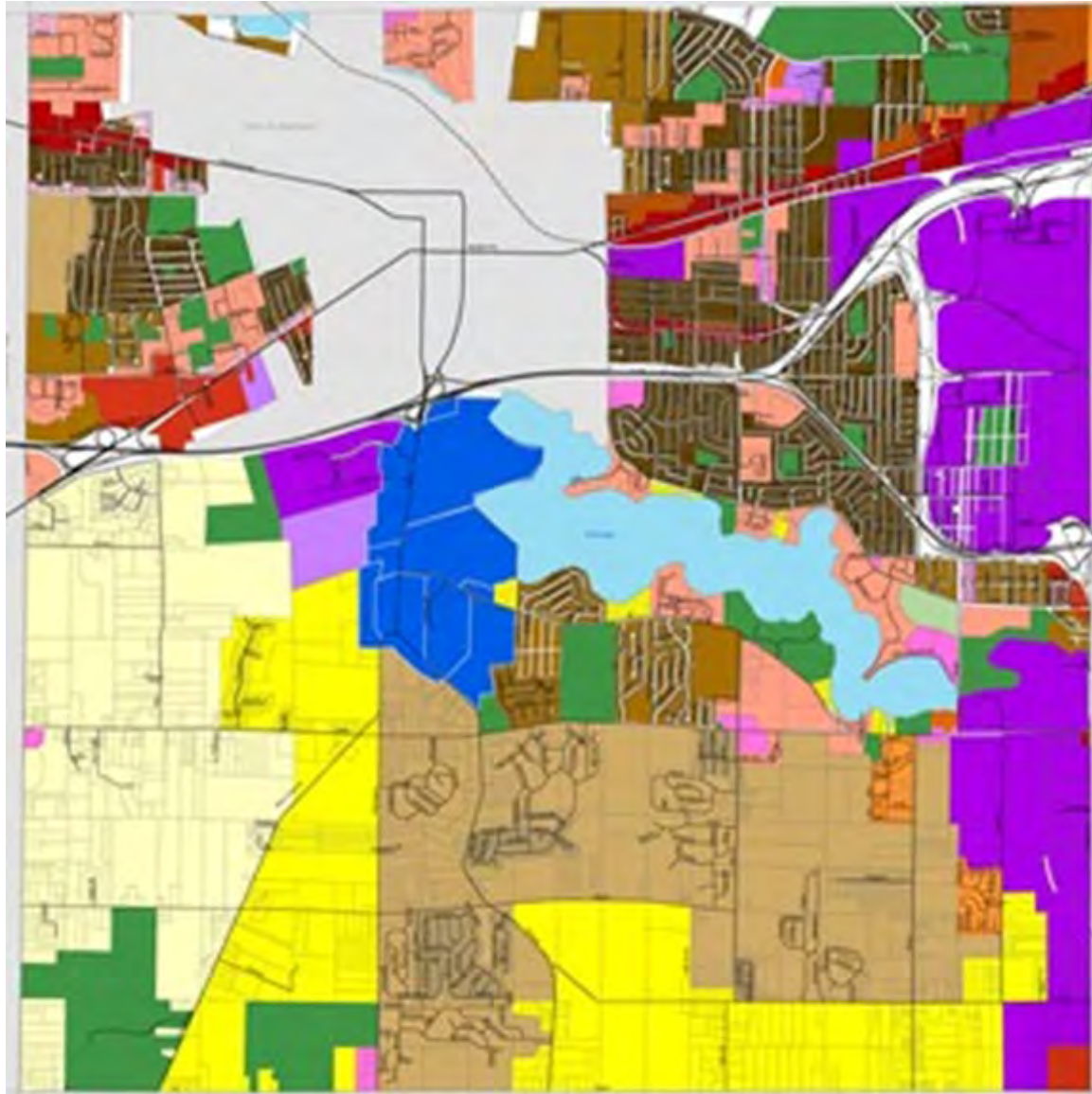
**FUTURE CAME  
FROM THE  
COMMUNITY**

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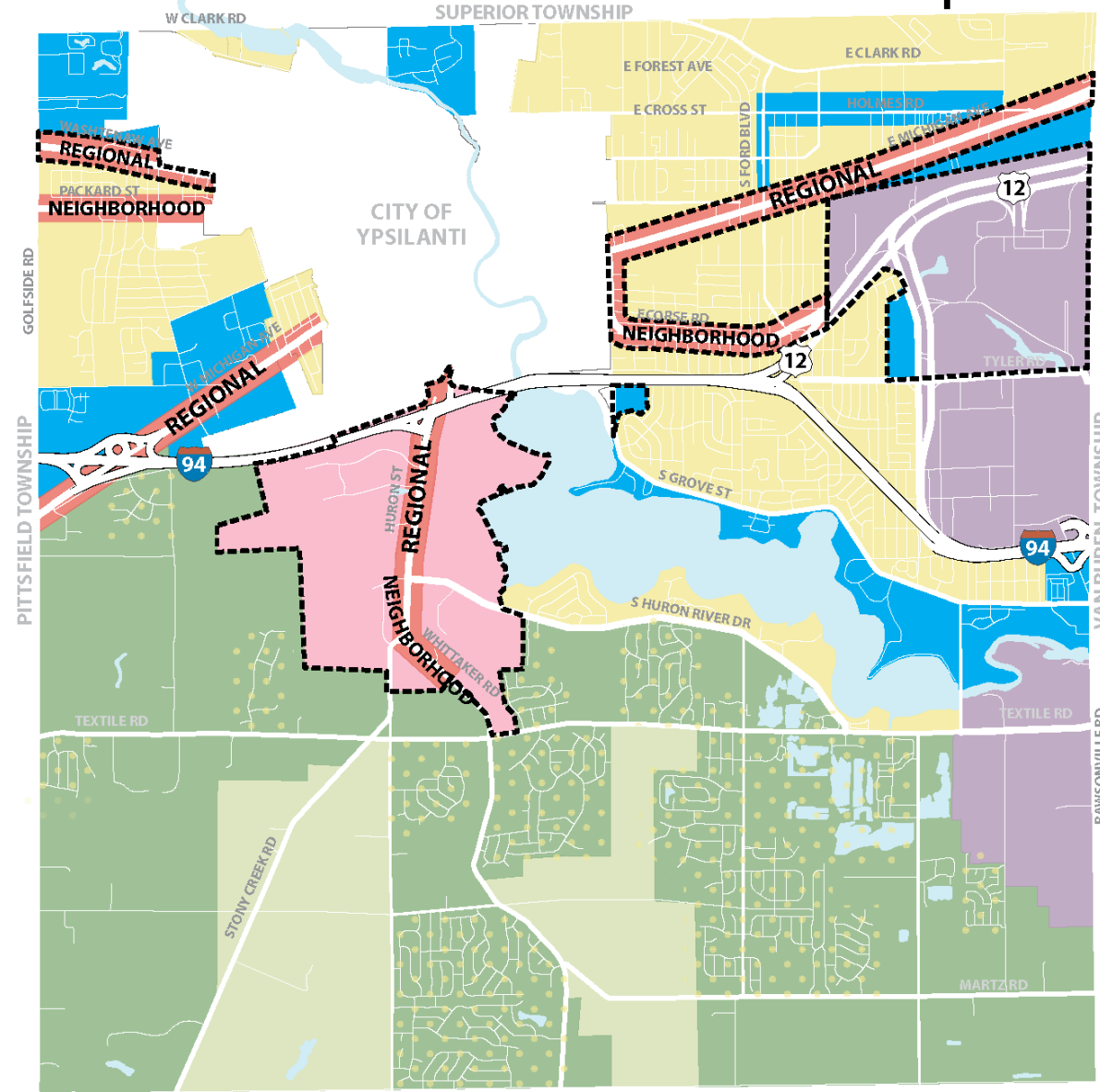


# Future Land Use

Adopted 2014



Proposed



# Future Land Use

Seven place types – not parcel specific

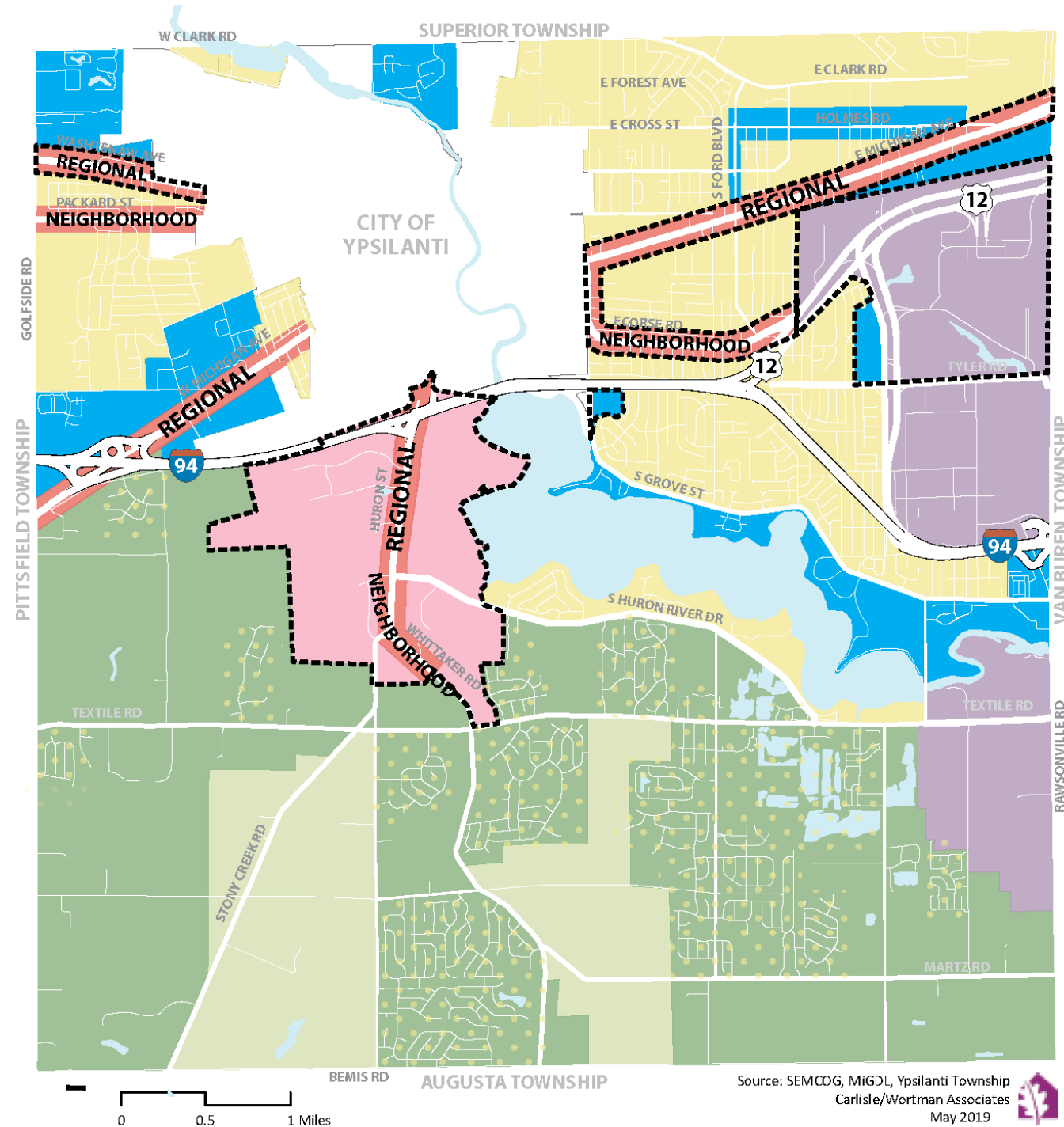
Individual properties or projects considered in the context of the location and surrounding properties, not by a strict set of land use categories

Place based strategy

Integrate land use, design, transportation & environment

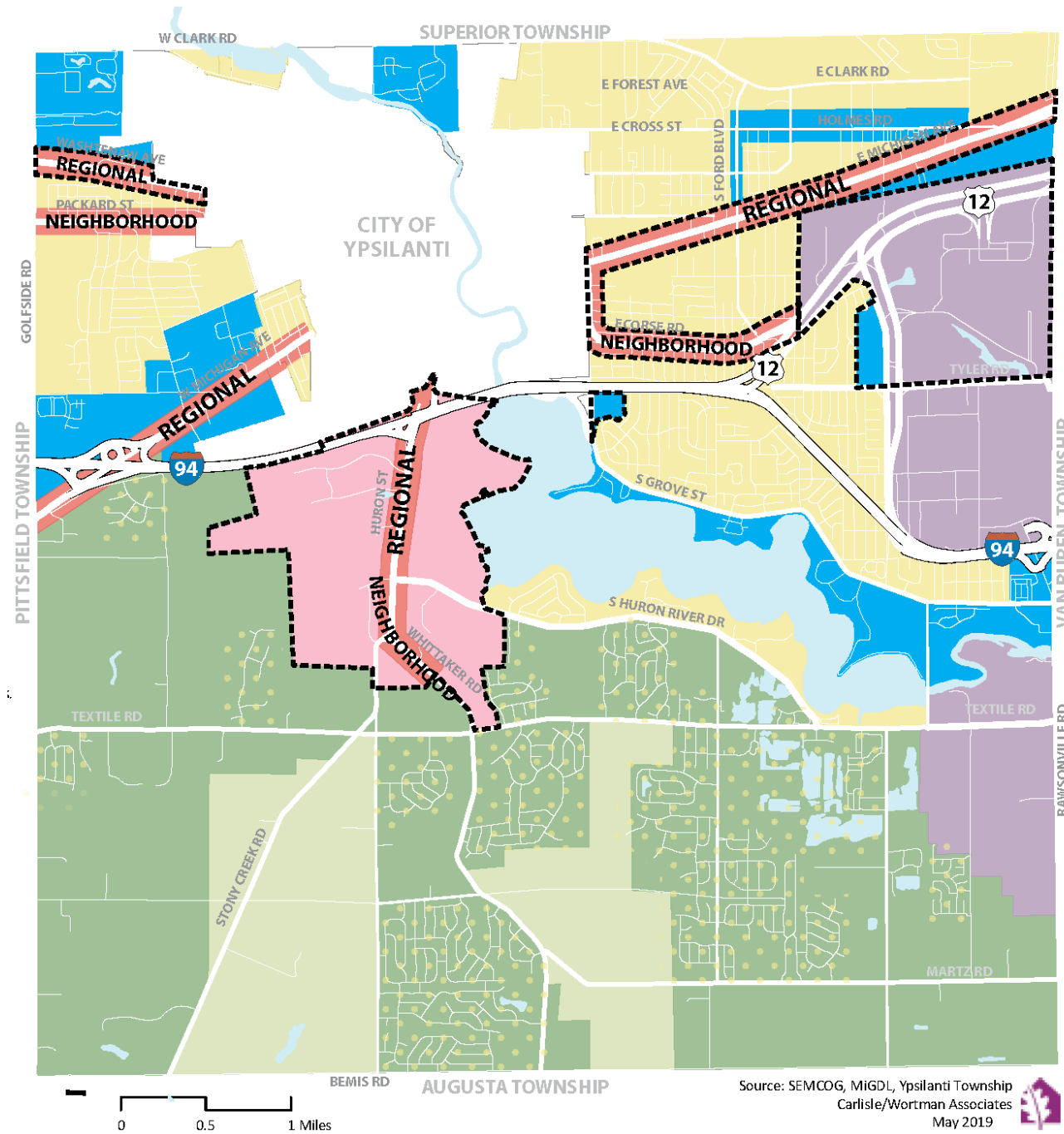
Create places to live, work & play

Guide to attract talent, create value & increase productivity

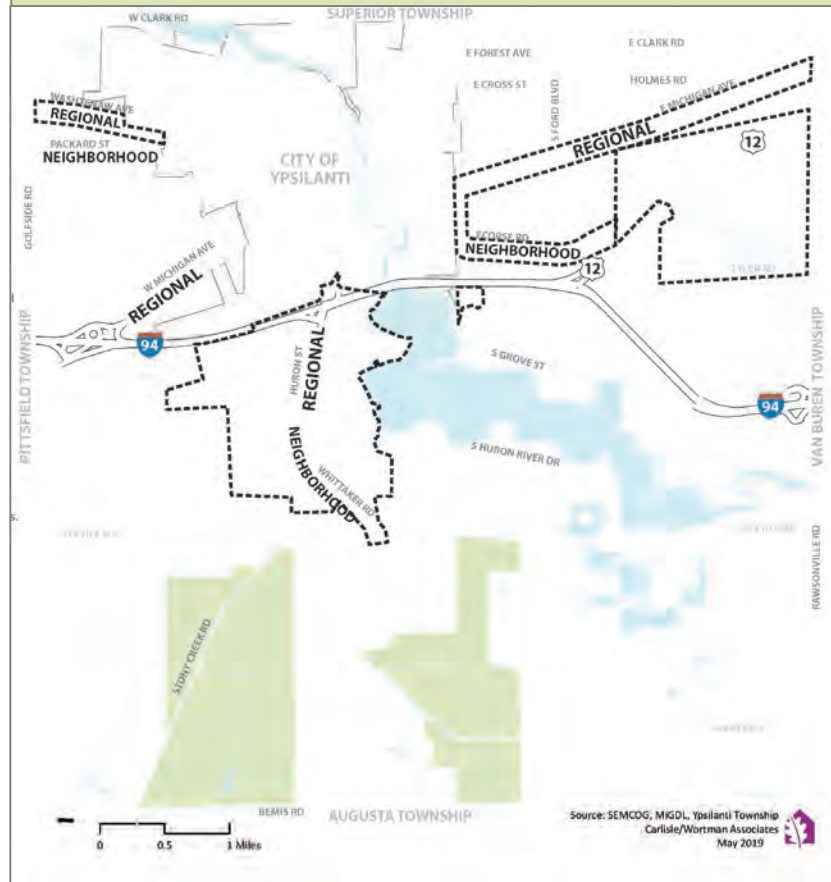


# Future Land Use

-  Preserve Agriculture
-  Conserve Open Space & Neighborhoods
-  Preserve Neighborhoods
-  Protect Neighborhoods & Allow Great Places
-  Improve Corridors
-  Provide Jobs
-  Create a Township Core
-  Special Area Plans



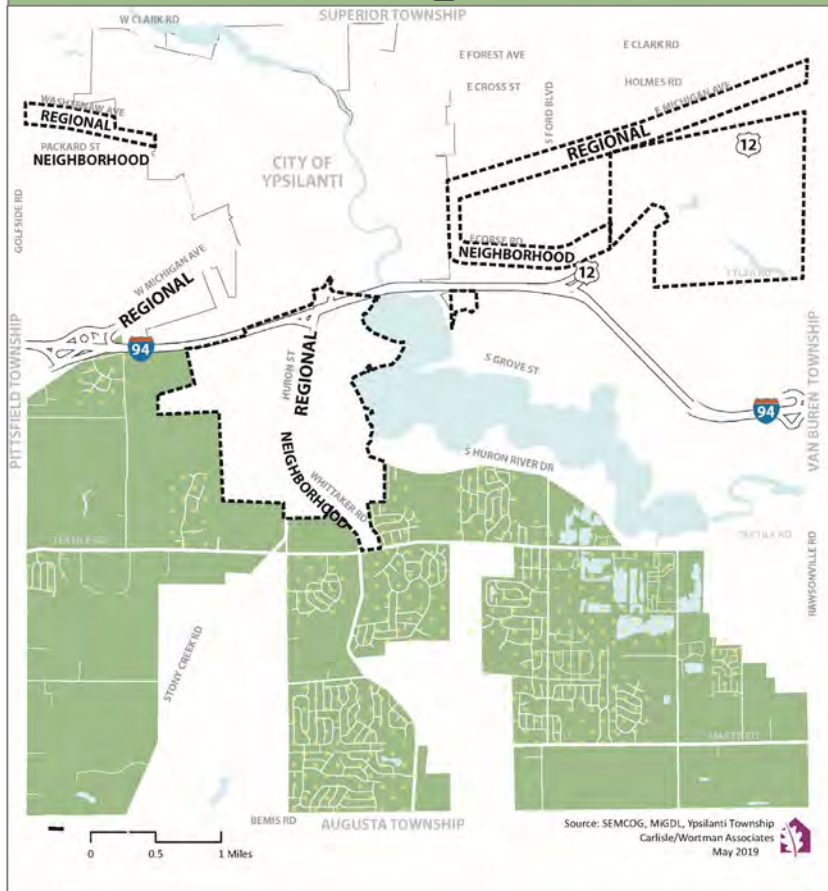
# Agricultural Preservation



- Preserve agriculture
- Future development complementary to agriculture
- Cluster houses in new neighborhoods to preserve open space
- Need partnerships & programs to be successful

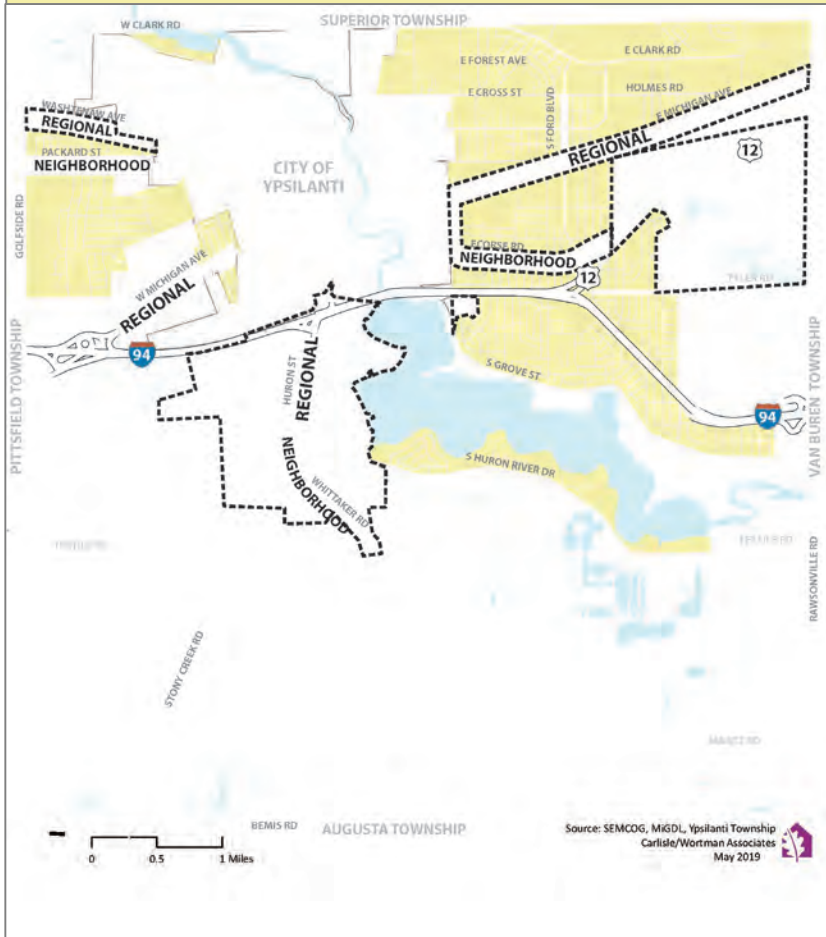


# Open Space, Neighborhood Preservation & Cluster Development



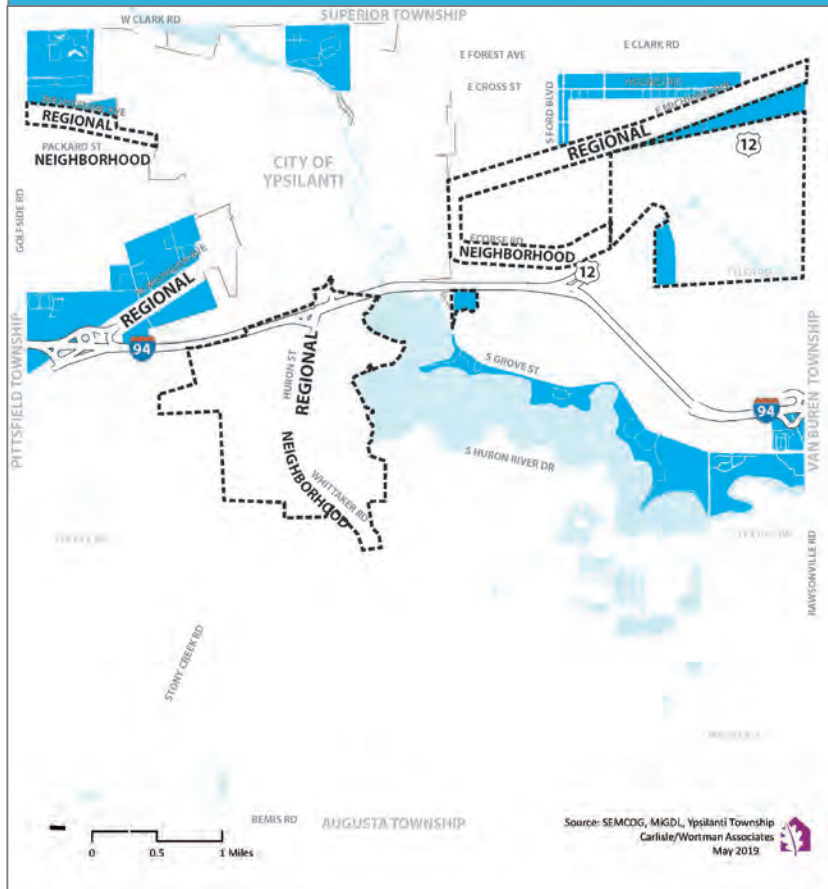
- Preserve open space & natural features
- Preserve & improve existing neighborhoods
- Protect agriculture
- Cluster houses in new neighborhoods to preserve open space

# Neighborhood Preservation



- Preserve & improve existing single-family neighborhoods
- Rehabilitation & infill
- Attached & multiple housing at edges, if it fits with the neighborhood
- Adaptive re-use of institutional buildings possible, if it fits with the neighborhood

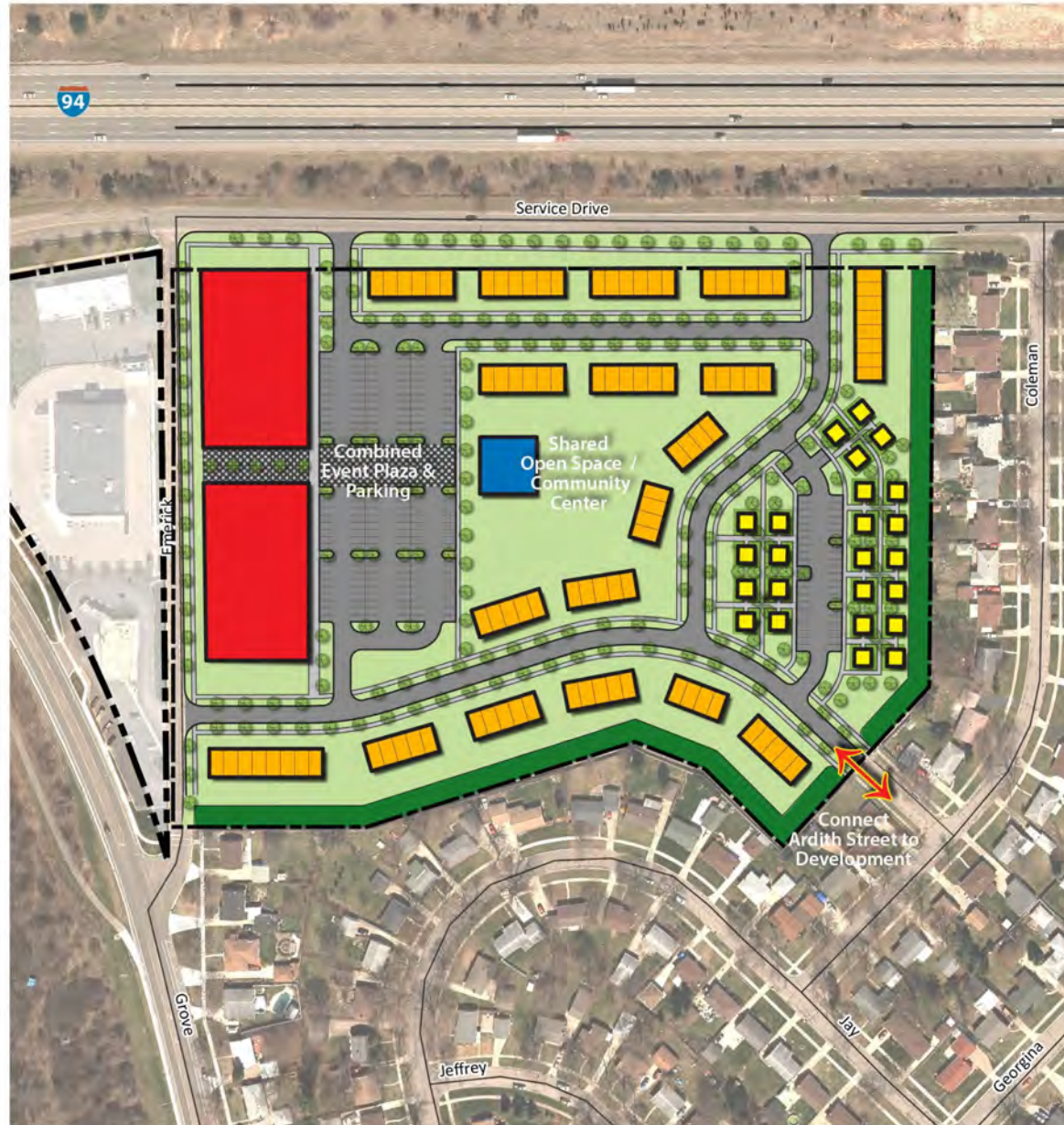
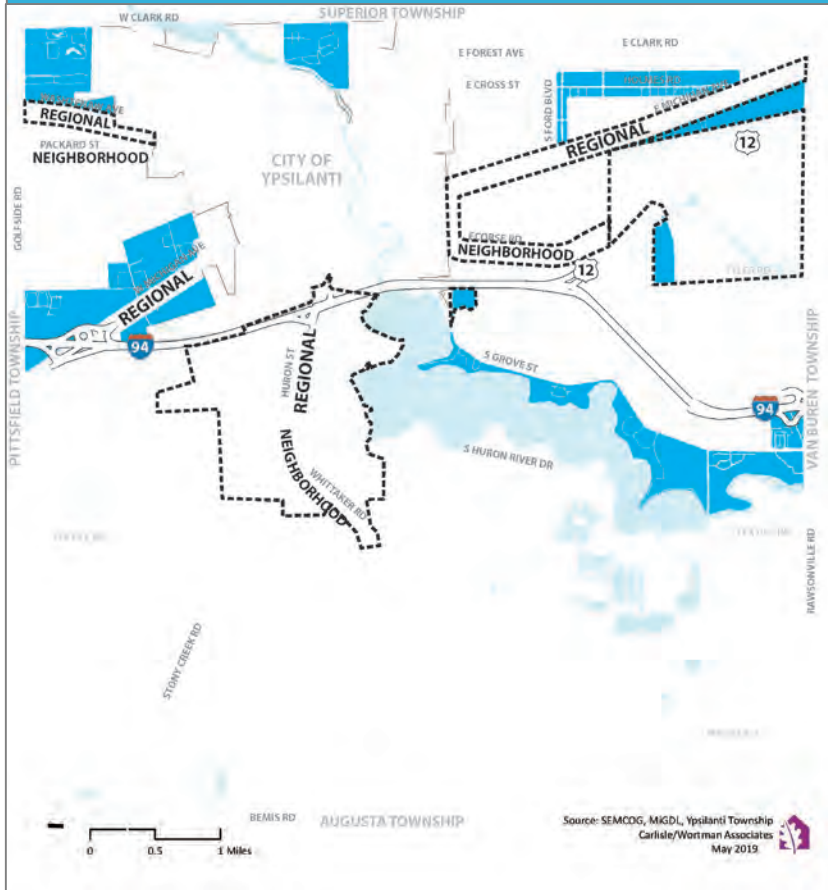
# Neighborhood Transition



- Transition between neighborhoods & corridors
- Variety of land uses:
  - Single Family, Attached, & Multiple Family Housing
  - Commercial
  - Office
  - Institutions
  - Parks
- Each individual neighborhood's unique character respected and preserved



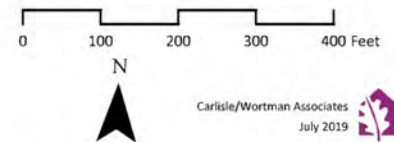
# Neighborhood Transition



## Gault Village Concept Plan Ypsilanti Township, Washtenaw County

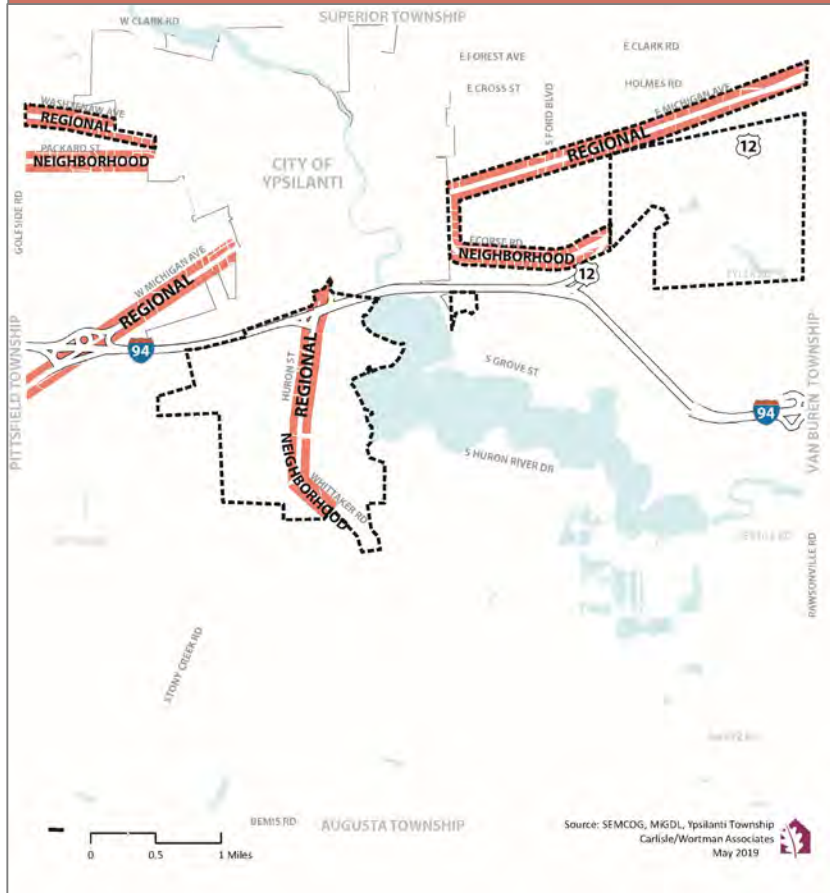
- Mixed Use Retail / Residential:**  
Two to four story buildings with mid-scale retail on first floor and apartments or condos on upper floors. Parking would include shared surface parking with surrounding housing. Priority retail tenants would include grocery and hardware stores.
- Attached & Stacked Single Family:**  
Two to three story townhomes with a typical square footage of 800 square feet per floor (20x40' footprint). Each unit would have a built-in garage. A shared open space in the center of the development could house a community center.
- Bungalow Courts or Tiny Homes:**  
Small one to two story single-family residences clustered around a shared central garden. Typical square footage of 576 square feet per floor (24x24' footprint).
- Retaining Wall / Buffer Zone:**  
Existing retaining wall will be rebuilt and landscaped to provide a buffer between the new development and existing neighborhood.

- Township Border
- Gault Village Parcel Boundary





# Mixed Use Corridors



Uses throughout corridor:

Commercial

Office

Multiple-family

Public/Institutional

Parks & Plazas

## Neighborhood



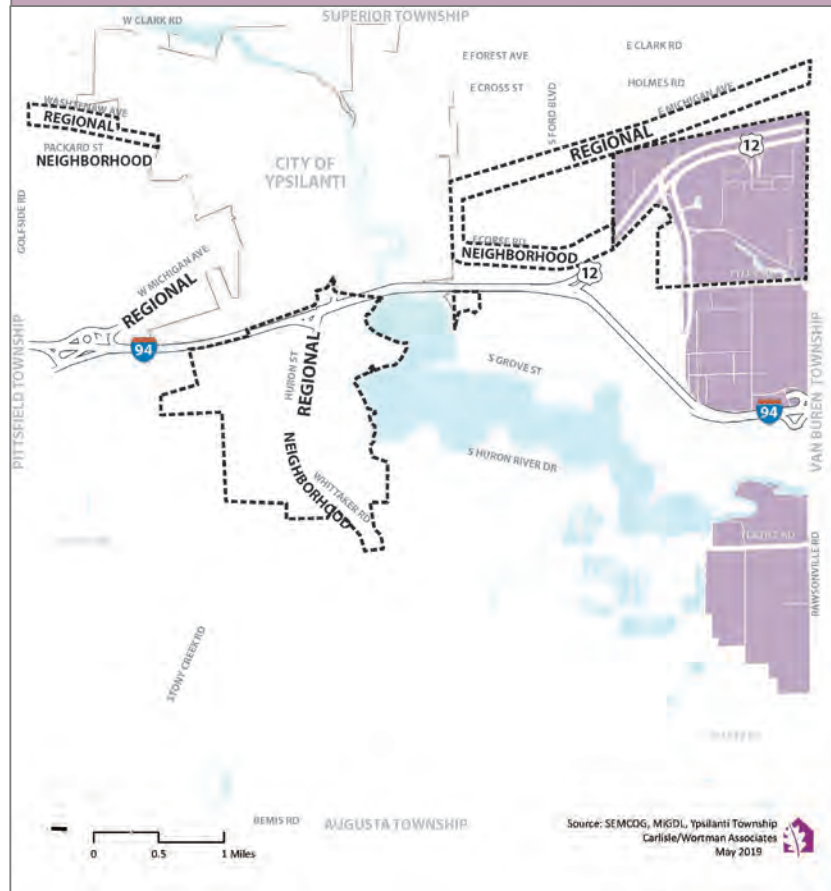
Image for Ecorse from E. Michigan Avenue and Ecorse Placemaking Plan

## Regional



Image from ReImagine Washtenaw Plan

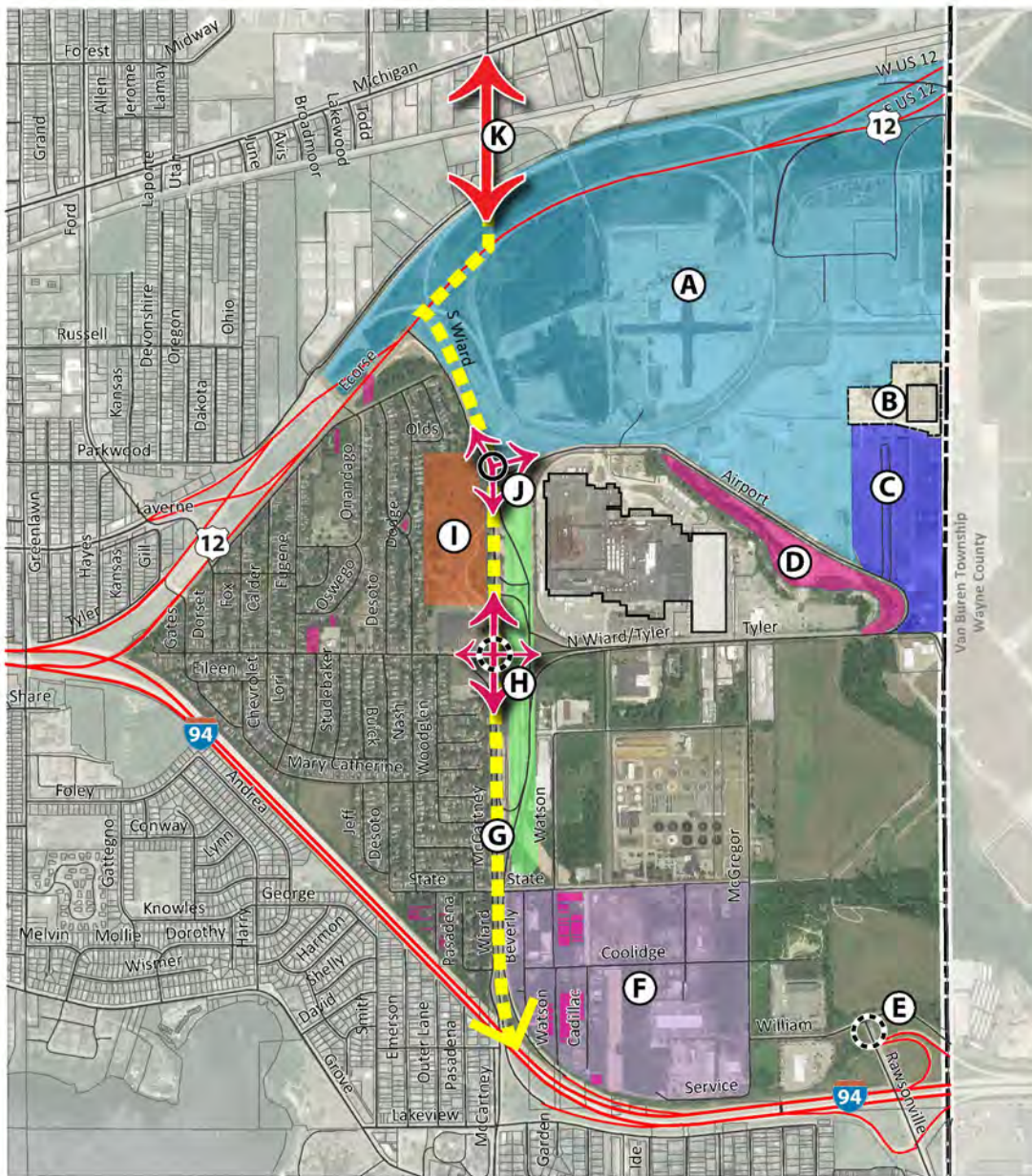
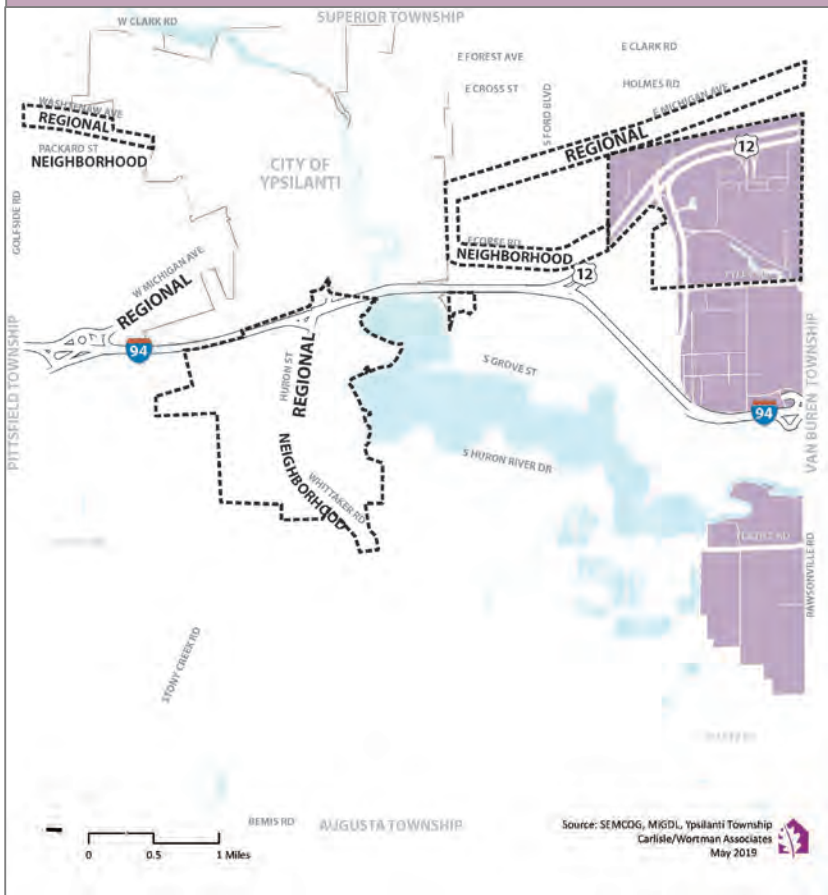
# Innovation & Employment



- Places for jobs
- High tech research & development
- Offices including corporate campuses
- Warehousing, shipping & logistics



# Innovation & Employment

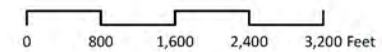


## American Center for Mobility (ACM) Concept Plan

Ypsilanti Township, Washtenaw County

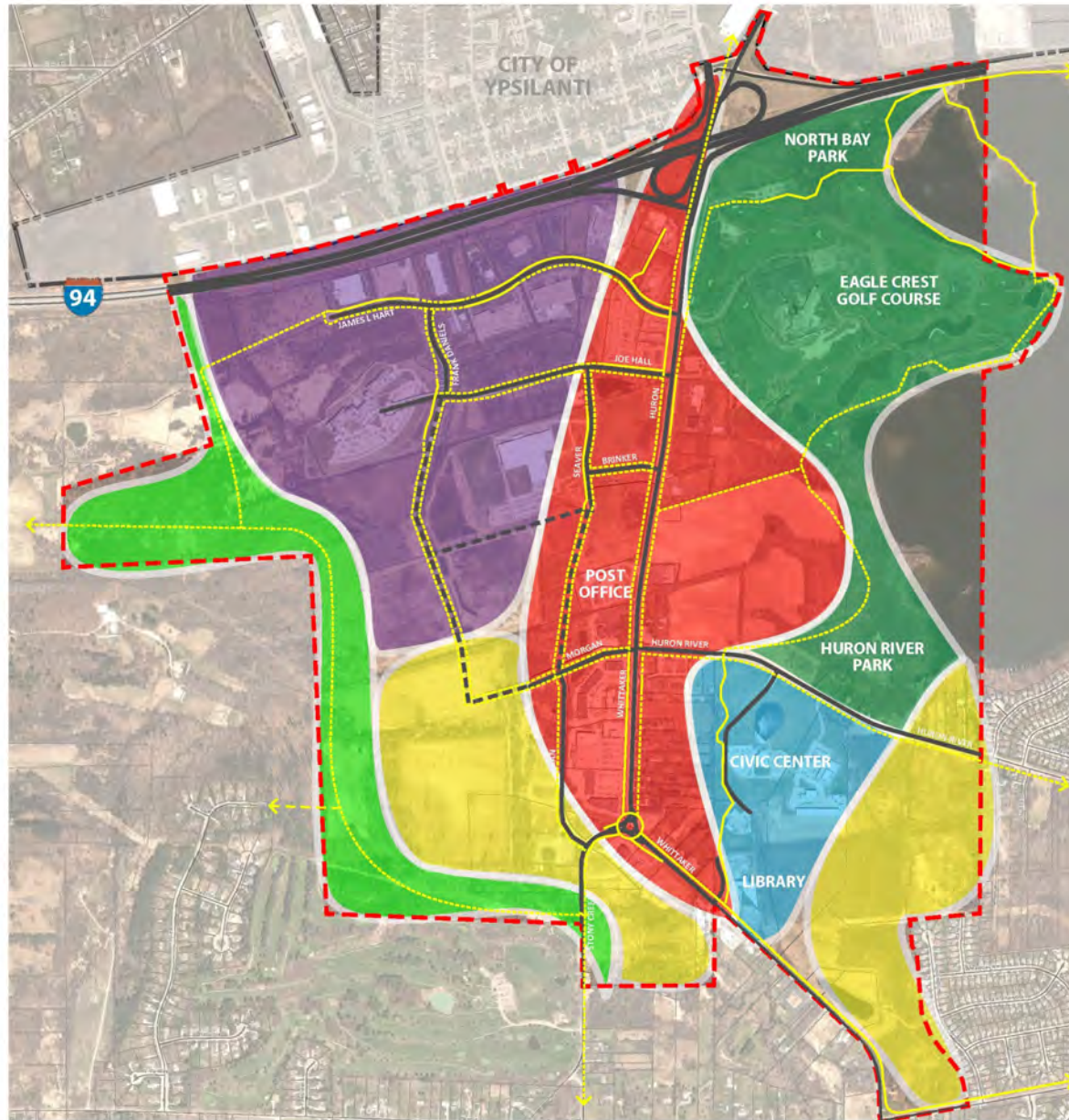
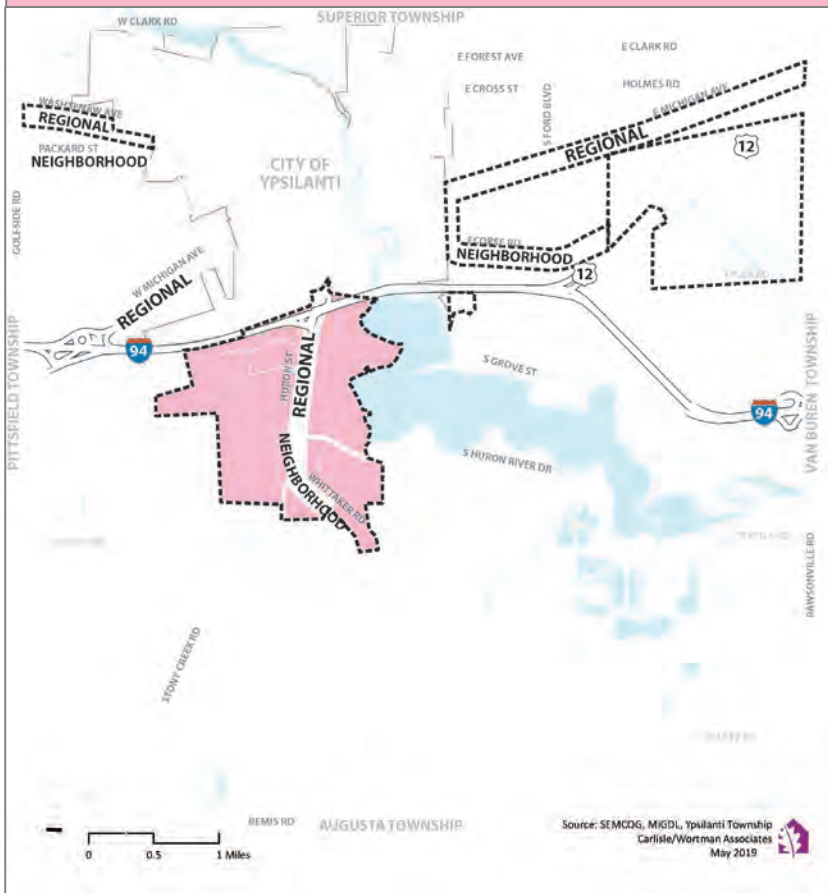
- A ACM campus
- B Yankee Air Museum
- C Willow Run Airport Property
- D Potential green space and retail location
- E Proposed roundabout and gateway location
- F Potential accessory use or plug-and-play warehouse district; would require expansion of utilities
- G Consolidate split highway into single two-way street to allow creation of linear greenway and/or potential new commercial space
- H Primary entrance / gateway; Grand entrance forms connection between West Willow and ACM campus
- I Potential hotel & retail development site
- J Secondary entrance / gateway
- K Extension of Wiard Road to East Michigan Avenue

- Two-way street consolidation
- Undeveloped Township-owned parcels
- Existing roundabout
- Proposed roundabout





# Township Core



## FUTURE LAND USE - TOWNSHIP CORE

### Ypsilanti Township, Washtenaw County

**Mixed-use Core:**  
Uses with a community-wide draw – such as hotels, restaurants, shopping, and public parks, spaces, and buildings, including government offices and a community center.

**Residential:**  
Residential areas designed to complement and bring vitality to the mixed use core. Types of homes could include single-family residential, attached residential and multiple-family.

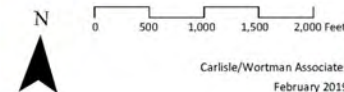
**Institutional:**  
The Civic Center, Library and Vietnam Veterans Memorial are located here. Complementary institutional uses - such as other government offices, parks, event space – should be located here.

**Innovation & Employment:**  
Major employment area with road and utility infrastructure for a combination of technology, office, craft manufacturing or light industrial uses.

**Open Space & Recreation:**  
North Bay Park, Eagle Crest Golf Course and Huron River Park are located here. These entities are an open space system that should be linked by trails and give the public access to Ford Lake.

**Buffer Zone:**  
The existing wetlands and woodlands in this area should be preserved as a natural system and a buffer between the existing neighborhoods to the south and the more intense land uses in the Township Core.

- Township Border
- - - Township Core Boundary
- Existing Road
- - - Proposed Road
- Existing Non-motorized Route
- - - Proposed Non-motorized Route





# Implementation

Partnerships

Funding Sources

Future Master Plan Updates

- Housing studies for Healthy Neighborhood Program
- Corridor plan for Rawsonville Road

Phasing

- Year 0-2
- Year 2-5
- Year 5 and later

Implementation Table

A large white circle containing the text "Ypsilanti Township 2040" in a dark blue serif font. The text is arranged with "Ypsilanti" on the top line, "Township" on the second line, and "2040" on the third line, positioned to the right of the other two lines.

Ypsilanti  
Township  
2040

# Implementation

GOAL	CATALYST PROJECT	STRATEGY	YEAR 0-2	YEAR 2-5	YEAR 5 AND LATER
N5	HN	Enable and incentivize home improvements.	Establish tool lending libraries in interested neighborhoods.	Explore interest and funding for home maintenance loans and/or grants.	Launch home maintenance loans and/or grants.
N5	HN	Ensure neighborhoods are prepared for future maintenance costs.	Facilitate YCUA, WCRC, and WCWRC presentations at Neighborhood Watch meetings.	Identify neighborhoods with infrastructure updates needed in the next 10 years.	Facilitate connections between neighborhoods and lenders, HOA management companies and other groups able to assist with maintenance costs.
J1		Support existing small businesses.	Establish a Ypsilanti Township Economic Gardening program.	Host a quarterly small business forum. Work with city of Ypsilanti to create a "Shop Local" initiative.	Allocate staff time annually to educate investors and lenders on the commercial opportunities in Ypsilanti Township.
J1, J2		Facilitate entrepreneurship and small new business growth.	Assess Ypsilanti Township government to ensure it is business-friendly.	With partners, review, assess, and strategize improvements to the local small business and entrepreneurship culture. Recruit desired businesses.	Allocate resources annually to improve business culture and recruit businesses.
J2	ZO	Use zoning to implement and require strategic development.	Update Zoning Ordinance based upon Master Plan.	Update Township regulatory documents to assist in smart development.	Annually review zoning ordinance.
J2		Become "Redevelopment Ready".	Complete Michigan Economic Development Corporation "Redevelopment Ready" program.	Implement recommendations for Redevelopment Ready.	
J2, J4		Create redevelopment plans for Township owned properties.	Work with partners to redevelop Ecorse Road parcels.	Create redevelopment plan for Liberty Square. Create redevelopment plan for township owned parcels in Township Core.	Fund creation of at least one redevelopment plan annually.
J3		Partner to offer job training to help Ypsilanti Township residents and entrepreneurship skills for small business owners.	With partners, review and assess skills deficiencies and shortfalls.		Create programs with partners at K-12, college and adult learning level to teach desired skills.
J3		Establish financial program to assist in advanced job training.	Coordinate with major employers to identify issues that influence employees choice of whether to live in Ypsilanti Township.	Coordinate with local schools and employers to create a program that provides youth with internship opportunities with local companies.	Work with State of Michigan Workforce Development Agency and Washtenaw County to support job training programs.
J4		Prepare appropriate township owned parcels for redevelopment.	Complete Phase 1 environmental reports for all township owned parcels.	Evaluate all township parcels and rank based on redevelopment potential.	Create plan to sell unneeded township-owned parcels.

**Questions?  
Suggestions?**

**Next Step:  
Township Board Approval**

The logo for Ypsilanti Township 2040 is contained within a white circle on a dark blue background. The text "Ypsilanti Township" is written in a dark blue, serif font, with "Ypsilanti" on the top line and "Township" on the bottom line. Below "Township", the year "2040" is written in a smaller, lighter blue, sans-serif font.

**Ypsilanti  
Township**  
2040

# REVIEW AGENDA

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- A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

# OTHER DISCUSSION

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





# Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

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

## **REGULAR MEETING AGENDA** **TUESDAY, FEBRUARY 18, 2020** **7:00 P.M.**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC COMMENTS
4. CONSENT AGENDA
  - A. MINUTES OF THE JANUARY 21, 2020 WORK SESSION AND REGULAR MEETING
  - B. STATEMENTS AND CHECKS
    1. STATEMENTS AND CHECKS FOR FEBRUARY 4, 2020 IN THE AMOUNT OF \$711,352.86
    2. STATEMENTS AND CHECKS FOR FEBRUARY 18, 2020 IN THE AMOUNT OF \$581,465.37
    3. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR JANUARY 2020 IN THE AMOUNT OF \$48,728.74
    4. CHOICE HEALTH CARE ADMIN FEE FOR JANUARY 2020 IN THE AMOUNT OF \$1,147.00
  - C. JANUARY 2020 TREASURER'S REPORT
5. ATTORNEY REPORT
  - A. GENERAL LEGAL UPDATE

### **NEW BUSINESS**

1. RESOLUTION 2020-01, ADOPTION OF UPDATED MASTER PLAN
2. REQUEST TO APPROVE SPECIAL EVENT POLICY AND APPLICATION
3. REQUEST TO APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN MICHIGAN RECREATION AND PARKS ASSOCIATION (MPARKS) AND THE CHARTER TOWNSHIP OF YPSILANTI AND ACCEPT GRANT IN THE AMOUNT OF \$10,000.00 FOR IMPROVEMENTS AT APPLERIDGE PARK
4. REQUEST TO APPROVE THE CONNECTING COMMUNITIES PROJECT AGREEMENT WITH THE WASHTENAW COUNTY PARKS AND RECREATION COMMISSION FOR PHASE 1 OF THE HURON STREET PATHWAY

5. REQUEST TO APPROVE ADDITIONAL SERVICES AGREEMENT WITH SPICER GROUP TO ASSIST WITH AND COMPLETE A STATE HISTORIC PRESERVATION OFFICE CLEARANCE AS PART OF LAND AND WATER CONSERVATION GRANT REQUIREMENTS IN THE AMOUNT OF \$1,500.00 BUDGETED IN LINE ITEM #212-212-000-801-000
6. REQUEST TO APPROVE THE MERCHANT AGREEMENT WITH GLOBAL PAYMENTS FOR CREDIT CARD PROCESSING WITH THE CIVIC REC SOFTWARE AT THE COMMUNITY CENTER
7. REQUEST TO APPROVE CUSTOMER AGREEMENT WITH TEESNAP TO INSTALL A POINT OF SALE SYSTEM AT YPSILANTI TOWNSHIP PARK GATES IN THE AMOUNT OF \$5,000.00 BUDGETED IN LINE ITEM #212-970-000-975-795
8. REQUEST APPROVAL OF A CLASS C LIQUOR LICENSE FOR GREEN OAKS GOLF COURSE AS RECOMMENDED BY THE YPSILANTI TOWNSHIP LIQUOR COMMISSION
9. REQUEST TO WAIVE AND REFUND THE APPLICATION FEE FOR A CLASS C LIQUOR LICENSE FOR GREEN OAKS GOLF COURSE
10. REQUEST APPROVAL OF AGREEMENT WITH WASHTENAW COUNTY FOR SUBAWARD OF FEDERAL FINANCIAL ASSISTANCE FOR FUNDING FOR CONSTRUCTION COSTS ASSOCIATED WITH THE COMMUNITY CENTER FLOORING PROJECT
11. REQUEST TO APPROVE MEMORANDUM OF AGREEMENT BETWEEN GREATER ANN ARBOR PROSPERITY REGION 2 IMITATIVE AND THE CHARTER TOWNSHIP OF YPSILANTI AND ACCEPT GRANT IN THE AMOUNT OF \$26,690.00
12. REQUEST TO WAIVE THE FINANCIAL POLICY AND AWARD THE QUOTE TO GALEANA'S VAN DYKE DODGE FOR A 2020 DODGE JOURNEY FOR THE OFFICE OF COMMUNITY STANDARDS IN THE AMOUNT OF \$21,729.50 TO BE BUDGETED IN LINE ITEM #595-595-000-985-000 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT
13. REQUEST TO APPROVE AGREEMENT WITH DETROIT ELEVATOR TO PROVIDE STATE REQUIRED ELEVATOR INSPECTIONS AT THE CIVIC CENTER
14. REQUEST TO WAIVE THE FINANCIAL POLICY AND AWARD THE QUOTE TO GALEANA'S VAN DYKE DODGE FOR A 2020 DODGE RAM 1500 FOR THE PARKS DEPARTMENT IN THE AMOUNT OF \$20,451.00 BUDGETED IN LINE ITEM #595-595-000-985-000
15. REQUEST TO WAIVE THE FINANCIAL POLICY AND APPROVE QUOTE FROM UTILITIES INSTRUMENTATION SERVICE FOR EMERGENCY REPAIRS TO THE HIGH VOLTAGE TRANSFORMER AT THE HYDRO STATION IN AN AMOUNT NOT TO EXCEED \$27,476.00 BUDGETED IN LINE ITEM #252-252-000-930-001
16. BUDGET AMENDMENT #2

**AUTHORIZATIONS AND BIDS**

1. REQUEST TO SEEK SEALED BIDS FOR THE REPLACEMENT OF FLOORING AT THE COMMUNITY CENTER
2. REQUEST TO AWARD THE LOW BID FOR BURNS PARK TENNIS COURT RENOVATION TO BEST ASPHALT IN THE AMOUNT OF \$155,859.00 TO BE BUDGETED IN LINE ITEM #212-970-000-975-795 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT AND APPROVAL OF THE CONTRACT BY THE TOWNSHIP ATTORNEY

**OTHER BUSINESS**

**BOARD MEMBER UPDATES**

# PUBLIC COMMENTS

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# **CONSENT AGENDA**

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**CHARTER TOWNSHIP OF YPSILANTI**  
**MINUTES OF THE JANUARY 21, 2020 WORK SESSION MEETING**

Supervisor Stumbo called the meeting to order at approximately 5:30 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

**Members Present:** Supervisor Stumbo, Treasurer Doe  
Trustees: Eldridge, Jarrell Roe, Ross-Williams, and Wilson

**Members Absent:** Clerk Lovejoy Roe

**Legal Counsel:** Wm. Douglas Winters

**1. HABITAT FOR HUMANITY ..... ROB NISSLY**

Sarah Stanton, Executive Director of Habitat for Humanity of Huron Valley introduced her Habitat staff; Rob Nissly, Housing Director, Sarah Teare, Community Development Director, Amy Craig, and Ron Thomas. She said they were here tonight to present highlights from the last year working with Ypsilanti Township.

Ron Nissly, Housing Director presented a power-point explaining the various programs Habitat for Humanity are involved in. He said they were involved in Home Ownership, Community Organizing and Home Improvement. Mr. Nissly said their Habitat affiliate was established 31 years ago. He said they have sold nearly 250 homes in Washtenaw County. Mr. Nissly stated that in 2008 they began to work with Ypsilanti Township renovating homes. He said that over the past few years, with the market rising, it has become necessary to pay more for the houses and most of the homes need more rehabilitation. He said this requires Habitat to pay more for the house and it will cost more and will take longer to complete the rehabilitation for families. Mr. Nissly stated they have renovated and sold 152 homes and they have 32 more homes they will be able to renovate and sell over the next several years in Ypsilanti Township. He stated the average home they sold in 2019 in Ypsilanti Township was \$132,000.00 and Habitat homeowners have paid a total of \$370,000.00 in property taxes to Ypsilanti Township. He said their total investment in Ypsilanti Township has been almost \$4 million.

**CHARTER TOWNSHIP OF YPSILANTI**  
**MINUTES OF THE JANUARY 21, 2020 WORK SESSION MEETING**  
**PAGE 2**

Supervisor Stumbo stated that out of 250 homes in Washtenaw County 152 of them have been in Ypsilanti Township. She said that Washtenaw County Habitat never built properties that were new and that is not what we said we needed in Ypsilanti Township. She said we needed Habitat to work from our existing stock of homes and that is why this has been so successful and affordable. She said the house is like a new home because of all the work and upgrades. Supervisor Stumbo said yet the home is still affordable.

Rob Nissly said that the families that they serve have an income between 30% and 80% of the areas medium income. He said that was a wide range but they had found there was a segment of the market that were not being served that they now include. Mr. Nissly said that they make sure that the mortgage payment, taxes, and insurance is always less than 30% of the purchasers' income.

Sarah Teare, Habitat Community Development Director stated she works in three of the partner neighborhoods in Ypsilanti Township; Gault Village, Sugarbrook and West Willow. She said the community organizing work focuses on listening to the residents that live in the communities hearing what they want to see for their neighborhood. She said they focus on making those things happen for the residents. She said they have organized community meetings, gathered surveys to help find out issues that residents are concerned with in the neighborhoods and then, if needed she said they would connect them to other resources. She said they have had 2000 volunteers who have worked almost 9000 hours helping in these neighborhoods since 2013. Ms. Teare said they have been involved with clean up days, organizing petitions for speed bumps, family movie nights, and an array of things helping neighborhoods in Ypsilanti Township.

Rob Nissly stated in 2013 they began their repair program and until then they basically built a new home or renovated a new home. He said the repair program was now an important part of their work. Mr. Nissly said they do roof replacement, furnace replacement, energy efficiency upgrades, plumbing repairs, critical repairs for veterans, and many others. He said maybe it would just be to replace a furnace but then he said they start the project and find out the electrical needed to be replaced. He said replacing appliances usually helps the resident not only with the new appliance but having a more efficient appliance may lower

**CHARTER TOWNSHIP OF YPSILANTI**  
**MINUTES OF THE JANUARY 21, 2020 WORK SESSION MEETING**  
**PAGE 3**

their electric bill. He said they would continue to work with Ypsilanti Township and their residents. Mr. Nissly stated they will be working with a company that builds modular homes and Habitat will do the finishing work. He said the homes would be built on lots acquired by Habitat and said this process would be quicker than building a stick house.

Trustee Jarrell Roe stated that Habitat did the house on Auburndale where they used Washtenaw Community College students to help renovate it and she said she was glad they incorporated the students in that project. She said the House Leaders do such a great job.

Trustee Ross-Williams thanked Habitat for all they have done especially in Sugarbrook and West Willow.

Trustee Wilson thanked Habitat and stated Habitat does a great job.

Attorney Winters stated that Mike Radzik, Bill Elling and Attorney McLain have done an excellent job working with Rob Nissly and refurbishing these neighborhoods.

Supervisor Stumbo asked how many vacant lots that Habitat had which will have the modular homes built on. Mr. Nissly stated they had about 25 lots but only about six lots would be suitable to put this home on. He said these homes are a little larger and are a larger price point than other homes. He said the critical point is that they are put in the right spot. He said they did one last year and plan on doing one or two this year. Mr. Nissly said they plan to add one more each year so possible three in 2021.

Supervisor Stumbo stated the houses are inspected when they are built and that they are a well built structure.

Supervisor Stumbo introduced the new Planning Director, Jason Iacoangeli.

Mr. Jason Iacoangeli said he has sat on the Planning and Zoning board for the past several years. He said he appreciated all the years he was able to serve on those



**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE JANUARY 21, 2020 WORK SESSION MEETING  
PAGE 4**

boards and committees. He said he looks forward in continuing to serve the Township as Planning Director.

**2. AGENDA REVIEW**

**A. MINUTES OF THE DECEMBER 17, 2019 WORK SESSION AND REGULAR MEETING**

**B. STATEMENTS AND CHECKS**

- 1. STATEMENTS AND CHECKS FOR JANUARY 21, 2020 IN THE AMOUNT OF \$2,123,285.80**
- 2. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR DECEMBER 2019 IN THE AMOUNT OF \$29,278.18**
- 3. CHOICE HEALTH CARE ADMIN FEE FOR DECEMBER 2019 IN THE AMOUNT OF \$1,147.00**

**C. DECEMBER 2019 TREASURER'S REPORT**

**ATTORNEY REPORT**

**A. GENERAL LEGAL UPDATE**

**NEW BUSINESS**

- 1. RESOLUTION 2020-04, APPROVING REFUNDING CONTRACT AND AUTHORIZING NOT TO EXCEED \$1,350,000.00 2020 WATER SUPPLY SYSTEM NO.7 REFUNDING BONDS (CHARTER TOWNSHIP OF YPSILANTI) (LIMITED TAX GENERAL OBLIGATION)**

Tom Colis, with Miller Canfield, explained the refunding contract with YCUA and how refunding bonds benefits the Township. He said the goal is always to save money. He said the Resolution tonight authorizes the refunding contract between the Township and YCUA and that would allow YCUA to adopt the bond resolution

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE JANUARY 21, 2020 WORK SESSION MEETING  
PAGE 5**

at their meeting tomorrow and they will authorize the refunding contract. He said the savings would be about \$160,000.00.

Supervisor Stumbo asked what the current interest rate was. Mr. Colis said currently the bonds range from 4.25% to 5.00%. He said he is hoping to get 2% to 3% which would be a savings for the Township.

Supervisor Stumbo asked what the Administrative cost was to issue a bond. Mr. Close said it was about \$70,000.00. He said the savings would show the net of the cost. Supervisor Stumbo confirmed \$160,000.00 were savings.

**2. REQUEST APPROVAL OF ADDITIONAL SERVICES AGREEMENT WITH SPICER GROUP FOR NEW DESIGN WORK AND REBID OF THE COMMUNITY CENTER FLOORING PROJECT IN A NOT TO EXCEED AMOUNT OF \$5,500.00 TO BE BUDGETED IN 212-970-000-976-008 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT**

Mike Hoffmeister, Residential Services Director explained the request was for additional work and rebid for the Community Center. He said the Community Center would be closed August 10-24. He said they would come back to the board for approval when they receive the bids.

**3. REQUEST TO APPROVE AMENDMENT TO THE OHM CONSTRUCTION ENGINEERING SCOPE FOR THE SCHOONER COVE BUS STOP IN THE AMOUNT OF \$6,500.00 TO BE BUDGETED IN LINE ITEM #101-970-000-974-100 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT**

Mike Hoffmeister, Residential Services Director explained that this was a project they attempted to do in 2019 that fell through and he said they were hoping to complete it in 2020.

Trustee Wilson stated these two projects were over-due and he thanked Mr. Hoffmeister for bringing it back to the Board.

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE JANUARY 21, 2020 WORK SESSION MEETING  
PAGE 6**

**4. REQUEST TO APPROVE PROFESSIONAL ENGINEERING DESIGN PROPOSAL AND CHANGE ORDER PREPARATION WITH OHM FOR THE HURON STREET PATHWAY IN THE AMOUNT OF \$32,500.00 BUDGETED IN LINE ITEM #212-970-000-997-250 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT**

Mike Hoffmeister, Residential Services Director stated this was an agreement with OHM with help to design the first phase of the Huron Street pathway which will provide a walkable path from S. Huron River Drive to James L. Hart Drive. Mr. Hoffmeister stated this is a project that we received \$150,000.00 through Connecting Communities.

**5. REQUEST TO APPROVE RECOMMENDATION OF THE YPSILANTI TOWNSHIP LIQUOR COMMISSION IN REGARD TO THE CLASS C LIQUOR LICENSE APPLICATION FOR SPOONFULS GREAT SOUL FOOD LLC**

Treasurer Doe stated the Liquor Control Commission met and they concluded that at this time with them being a new business they would reject the application. He said they suggested the owners come back in 18 to 24 months after they have been established and the board would reconsider. Treasurer Doe stated the application fee would be waived if they reapply in 18 to 24 months.

**6. RESOLUTION 2020-02, 2020 POVERTY EXEMPTION GUIDELINES AND APPLICATION**

Supervisor Stumbo stated this is a Resolution we approve every year.

**7. REQUEST TO APPROVE 2020 BOARD OF REVIEW MEETING DATES**

Supervisor Stumbo stated this was done every year. Brian McCleery, Deputy of Assessing stated that the assessments should go out the first of February.

**8. RESOLUTION 2020-03, OWNERS DAM SAFETY PROGRAM**

Supervisor Stumbo stated this was done every year.

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE JANUARY 21, 2020 WORK SESSION MEETING  
PAGE 7**

- 9. REQUEST FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 1701 E. MICHIGAN AND 901 AUBURNDALE AVE. BUDGETED IN LINE ITEM #101-950-000-801-023**

Supervisor Stumbo stated this was always a last step because our goal is always compliance.

- 10. REQUEST TO ACCEPT THE RESIGNATION OF JASON IACONANGELI FROM THE YPSILANTI TOWNSHIP PLANNING COMMISSION AND ZONING BOARD OF APPEALS AND TO APPOINT REBECCA EL-ASSADI TO THE OPEN POSITION ON THE PLANNING COMMISSION**

Supervisor Stumbo stated this was needed since Jason Iaconangeli is the new Planning Director for the Township.

- 11. CANCEL FEBRUARY 4, 2020 WORK SESSION AND REGULAR BOARD MEETINGS.**

- 12. BUDGET AMENDMENT #1**

Supervisor Stumbo explained Budget Amendment #1.

**AUTHORIZATIONS AND BIDS**

- 1. REQUEST TO SEEK BIDS FOR A BATTERY OPERATED SCISSOR LIFT**

**OTHER BUSINESS**

Supervisor Stumbo stated that Crystal Campbell, Neighborhood Watch Coordinator resigned effective January 31, 2020. She said Robin Castle-Hine would be helping until we fill the position.



**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE JANUARY 21, 2020 WORK SESSION MEETING  
PAGE 8**

Trustee Ross-Williams thanked Ms. Campbell for her work and stated she was a great representative for the Township.

**ATTORNEY REPORT**

**B. GENERAL LEGAL UPDATE**

Attorney Winters explained the different projects that they were working on. He said there were a lot of good things coming into the Township for 2020. He said the Crystal Ponds subdivision which began 20 years ago with the possibility of 100 homes to be built and they only were able to build 20 homes is now being started again by Lombardo Homes to complete that project with new home designs.

Attorney Winters stated that the Washtenaw Avenue project should be finished regarding the new sidewalks. He said they would also be completing the Eastern County Skatepark this spring.

Attorney Winters stated ACM was awarded \$10 million dollars to invest in a tech park. He said with our pilot payment we have with them for every \$10 million dollars they invest that will be another \$50,000.00 that would be added to the payment to the Township.

Attorney Winters stated the township just received \$81,000.00 owed to the Township from DTE for escrow funds that was required 20 years ago to insure performance by our Hydro plant. He said those funds are being dispersed to the Township at about \$81,000.00 a year for the next eight years.

Attorney Winters stated they are working with the residents of Davis Street regarding the environmental problems left from Forbes Cleaners. He said that was an important part for the redevelopment of Ecorse Road.

Attorney Winters stated he was still working with the final two owners that have lots in Liberty Square and one of the owners is willing to sign over her lot to the Township for \$5,000.00.

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE JANUARY 21, 2020 WORK SESSION MEETING  
PAGE 9**

Attorney Winters stated that with the Fairfield Hotel and the Hampton Inn going in to the former Huron Business Industrial Park there was also a Holiday Inn Express interested in building in the same area. He said with the addition of the three hotels it would be a great opportunity for additional sit-down restaurants to expand into this area.

**The Work Session adjourned at 6:48PM**

Respectfully Submitted,

Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti



# Partnership

Under one roof.



## Overview

- Home Ownership
- Community Organizing
- Home Improvement
- Future Plans
- Community Impact

Under one roof.





## Home Ownership

- Habitat affiliate for 31 years
- Serving Washtenaw County
- Sold nearly 250 homes
- Began renovations and YTown focus in 2008
- Recently - lower quality stock requiring larger investment
- Continued focus on affordability and sustainability for the families

Under one roof.



# Home Ownership



1497 Gattegno





# Home Ownership



1601 Foley





# Home Ownership



1215 Hull



## Home Ownership

- 152 - homes sold to date in Ypsilanti Township
- 32 – more homes to be renovated and sold in YTown
- \$132,000 - average sales price in 2019\*
- \$370,000 - property taxes paid to YTown in 2019
- \$3.93 million - investment in YTown construction last year\*

Under one roof.

\* Fiscal 2019 - 7/1/18-6/30/19





## Community Organizing

- Responding to community aspirations with an expanded array of products, services and partnerships, with the mission of empowering residents to revive their neighborhoods and enhance the quality of life.
- Priority focus in Gault Village, West Willow, and Sugarbrook

### Since 2013

- 546 Residents attended 8 community input sessions
- 472 Resident surveys gathered
- Community partners engaged
  - Churches, Lowe's, Thrivent, UM, EMU, Ford, YCS
  - Parks & Rec, SportPort, WSCO, Community Family
  - Life Center, Growing Hope, Health Dept, OCED







# Community Organizing

## Since 2013

- 7080 Residents engaged in their neighborhood activities / events
- 2092 Volunteers giving 8954.20 hours of their time in partner neighborhoods
  - \$210,513.24 = Value of that volunteer work
- Connecting residents to resources
- Supporting neighborhood aspirations



Under one roof.





# Community Organizing: Supporting Neighborhood Aspirations

## Relationship Building & Neighborhood Identity

- Nextdoor.com and Facebook, Action Team Logos
- Neighborhood Signage
- Social Events (Ice Cream Social, Summer Bash, Harvest Festival, Picnics, Holiday Gathering)
- Promote Neighborhood Watch
- Neighborhood T-Shirts
- Garden Club







# Community Organizing: Supporting Neighborhood Aspirations

## Neighborhood Amenities

- Little Free Libraries, Benches, Trash Cans
- Future Use of Kettering Site
- Tool Lending Library & Pavilion
- Mobile Farm Stand
- Park Improvements
- Speed Bumps
- Community Garden
- Home Safety Items







# Community Organizing: Supporting Neighborhood Aspirations

## Youth Engagement

- Family Movie Nights
- SportPort
- Youth Council
- Trunk or Treat
- Focus Group



**SUGARBROOK FAMILY**  
**MOVIE NIGHT!**  
 SATURDAY APRIL 13TH, 5:00-9:00 PM

FREE FOOD  
FREE MOVIE

CINEMA  
CINEMA

POPPOORN

COMMUNITY FAMILY LIFE CENTER  
 1301 S HARRIS RD, YPSILANTI, MI 48198

MINORS MUST BE  
 ACCOMPANIED BY AN  
 ADULT

THE MOVIE:  
 SPACE JAM



**THE YOUTH**  
**ACTIVITIES**  
 action team







# Community Organizing: Supporting Neighborhood Aspirations

## Neighborhood Beautification

- Fence Along Bike Path
- Community Clean-up Days
- Dumpster Days
- Leaf Raking
- Home Improvement Projects
  - 500+ in Partner Neighborhoods







# Home Improvement

- Began in 2013 with weatherization projects
- Wide range of services have been offered:
  - Roof replacements
  - Furnace replacements
  - Energy efficiency upgrades
  - Plumbing repairs
  - Aging in place improvements
  - Critical repairs for veterans
- Scope – often more than expected





## Home Improvement

- Focus on partner neighborhoods, veterans, seniors
- Allows families to preserve their largest asset
- Provides increased health and safety
- Decreased energy costs
- Completed more than 2,400 projects in the Township
- 2019 Habitat investment in community organization in the Township \$2.0 million



Under one roof.



# Neighborhood Impact



Nash/Desoto

Under one roof.





## Future Work

- Continue community organizing work connecting residents with resources
- Continue renovation work as opportunities arise
- Focus on new construction
  - Factory built and finished on-site
  - Larger homes - price points between \$170k-\$200k
  - Building on in-fill lots acquired over past decade
  - Looking for lots that will support home value
- Offer more and varied home improvement repairs



Under one roof.





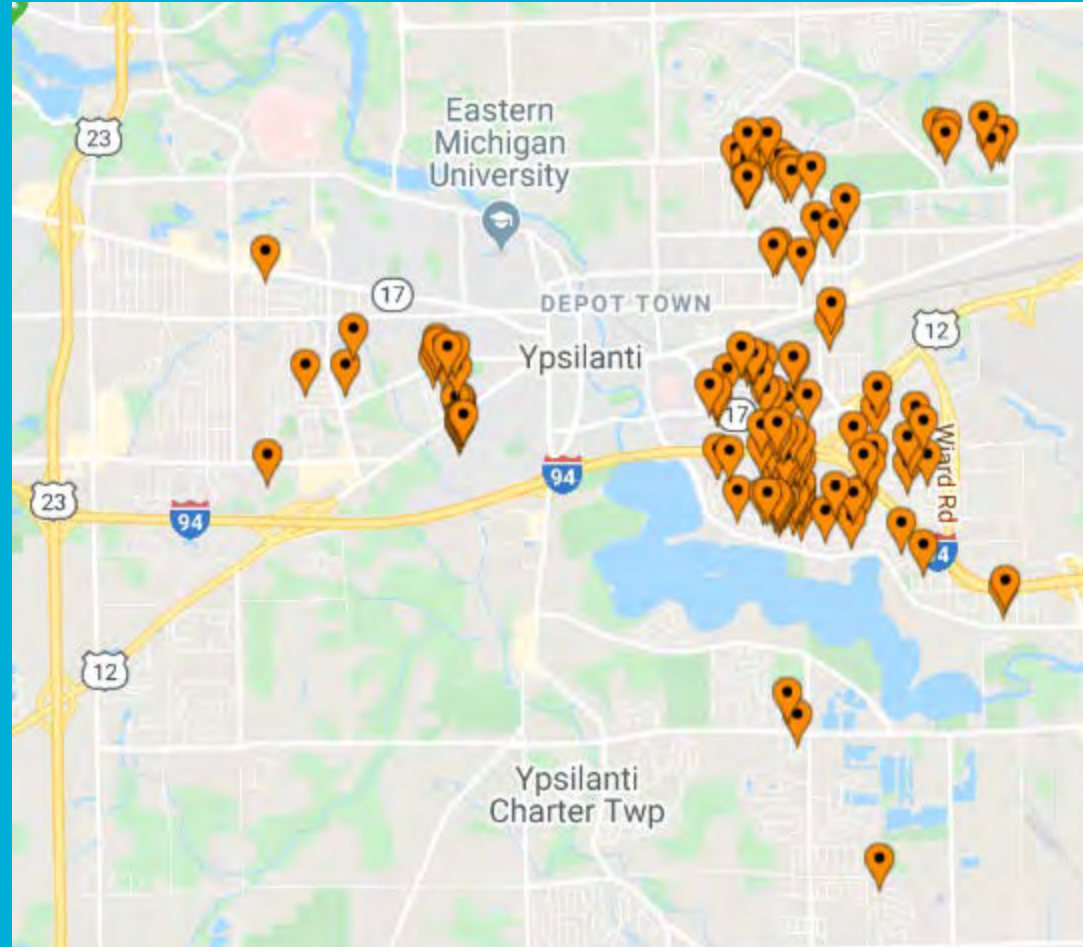
## Township Support

- Investment in acquisition and renovation work
- Support for community organizing activities
- Acquisition of tax foreclosures
- Connection through OCS and legal actions
- Support for annual County HOME grants

Under one roof.



# Community Impact

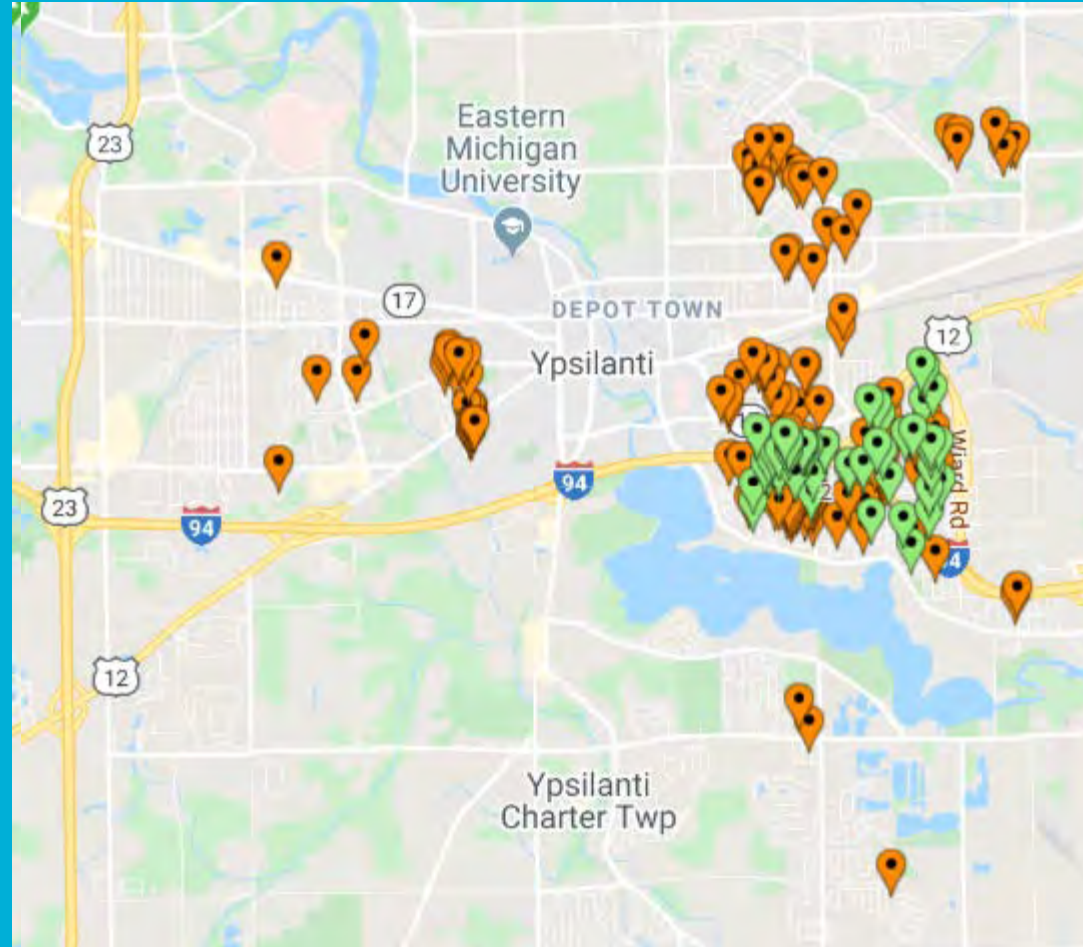


Homeowners

Under one roof.



# Community Impact

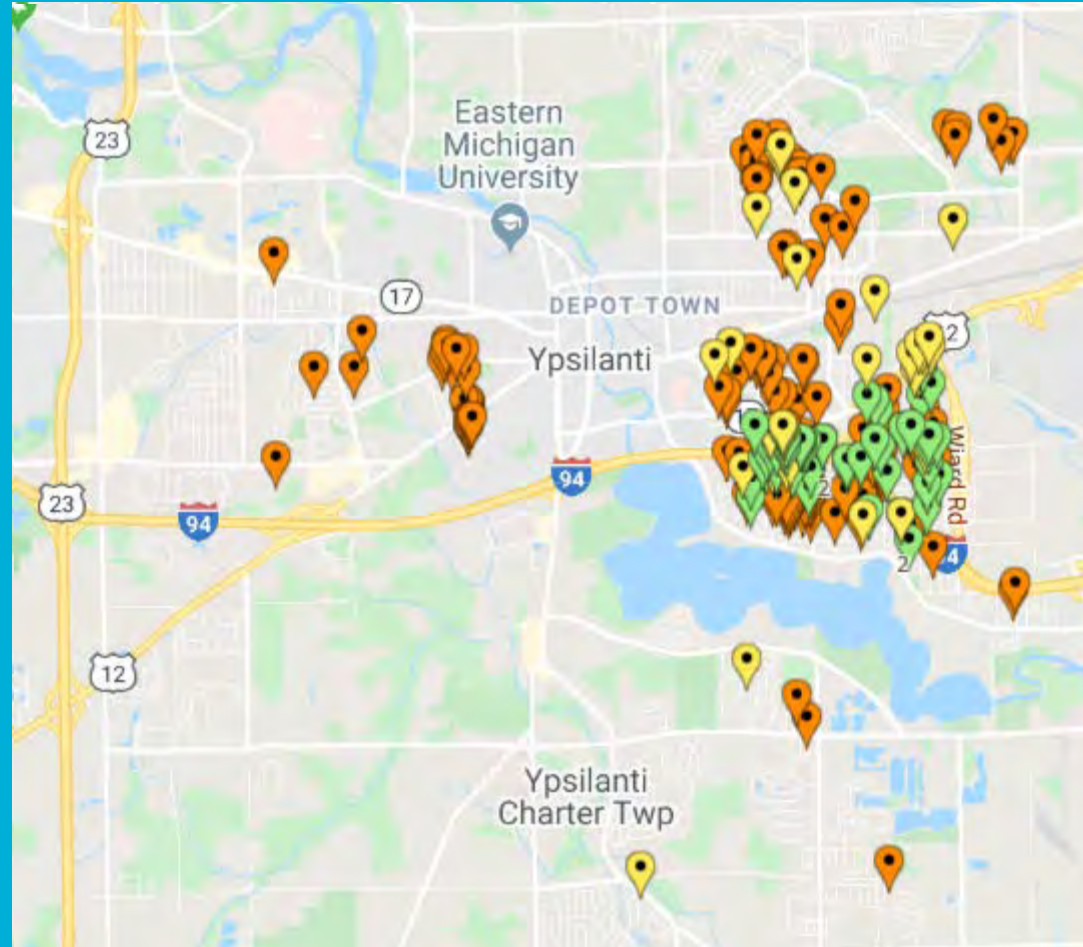


Weatherization

Under one roof.



# Community Impact



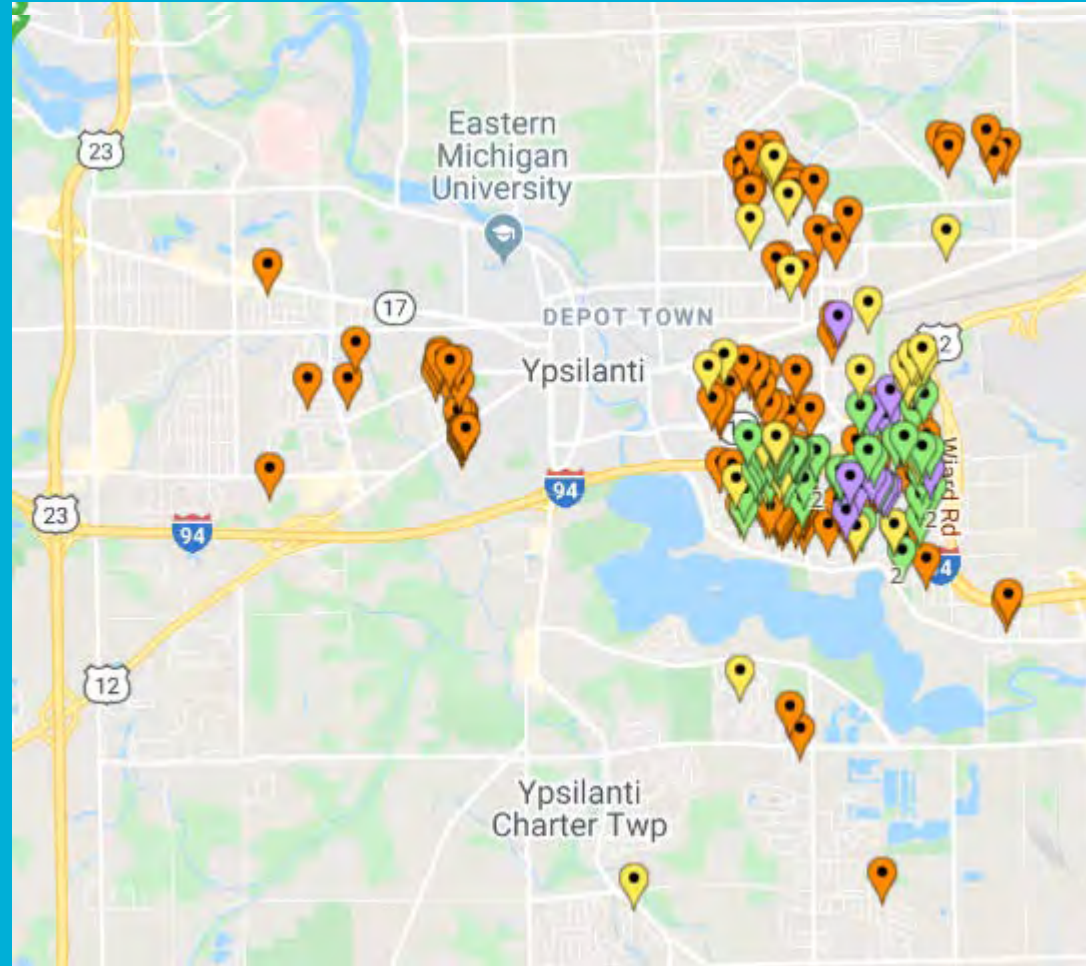
Veteran Critical Repair

Under one roof.





# Community Impact



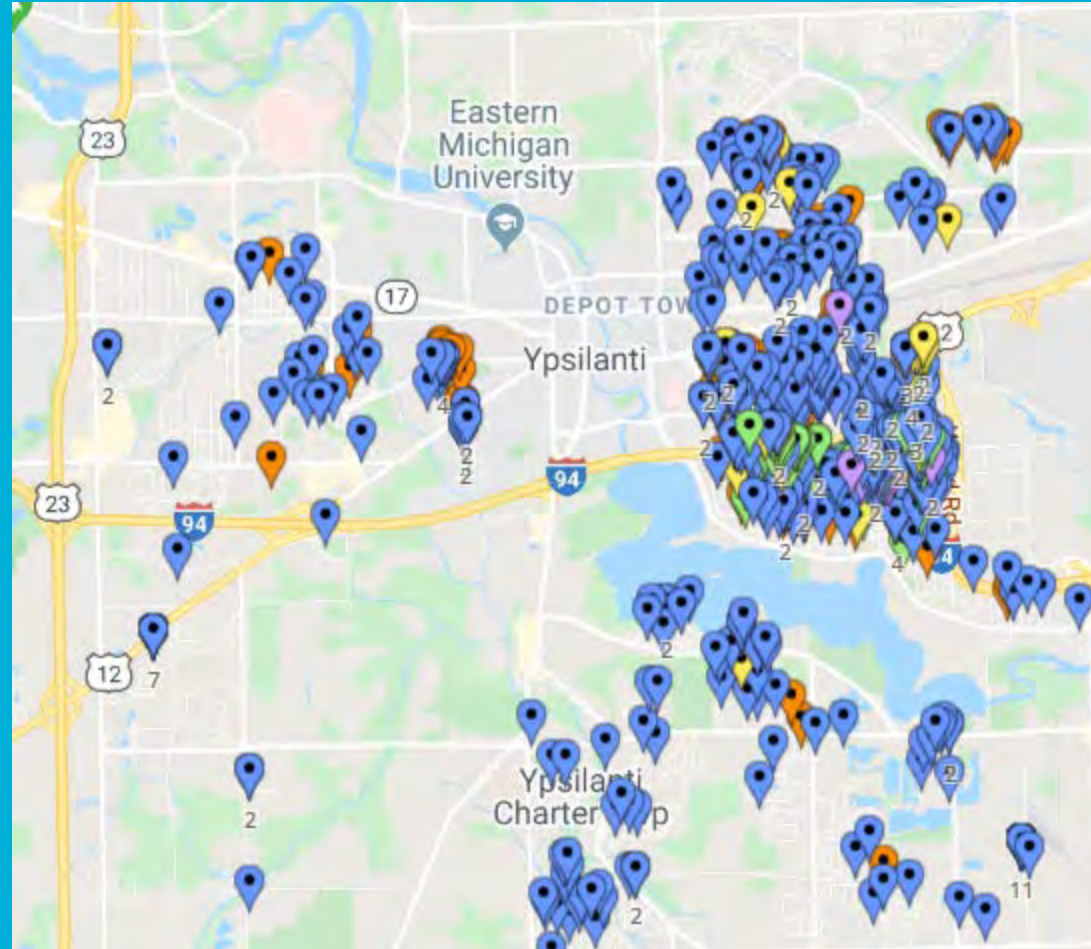
Roof Replacement

Under one roof.





# Community Impact

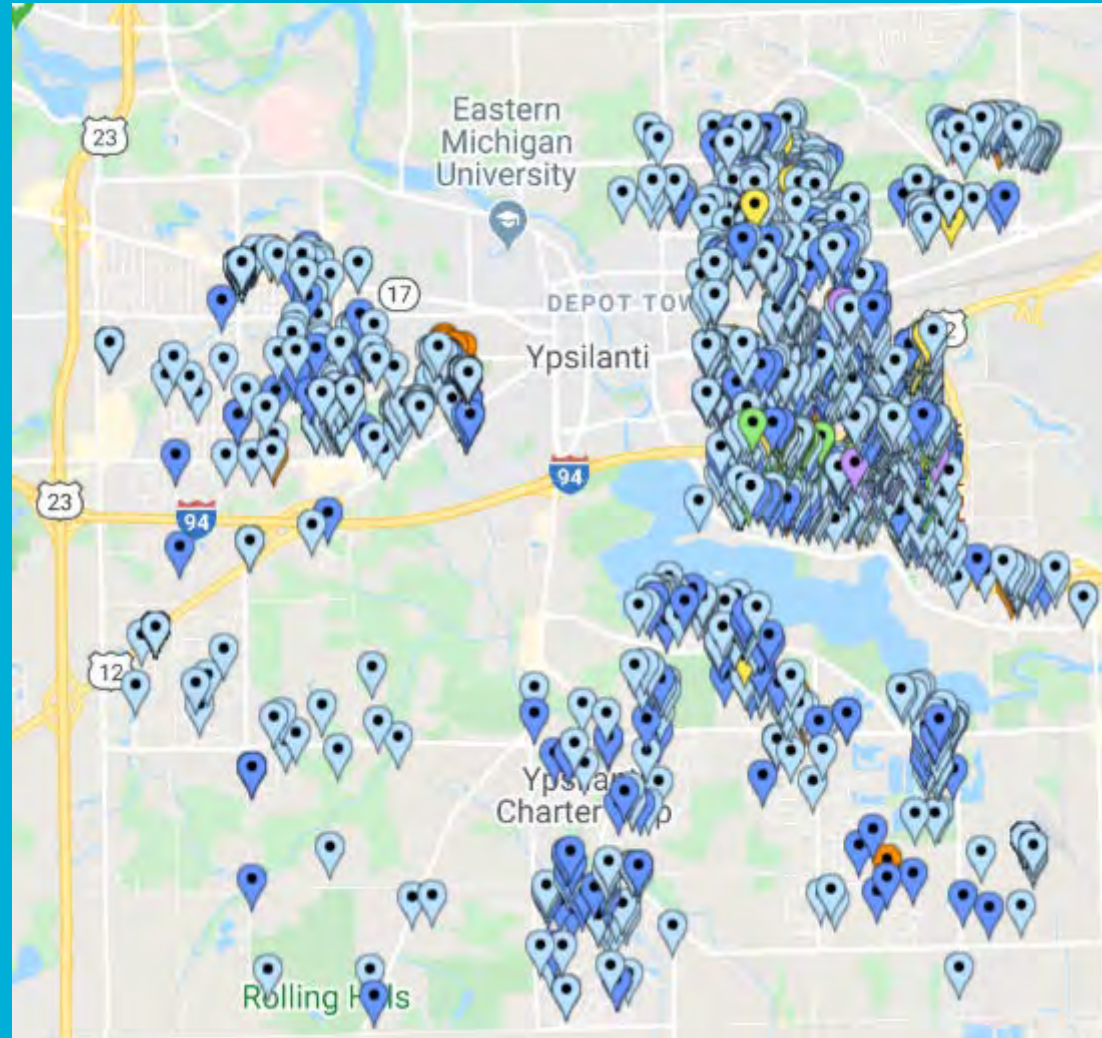


Furnace Replacement

Under one roof.



# Community Impact



Refrigerator Replacement

Under one roof.



# THANK YOU

Together one home, one  
street, one neighborhood  
at a time...

Under

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE JANUARY 21, 2020 REGULAR MEETING**

Supervisor Stumbo called the meeting to order at approximately 7:02 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 all our employees and others that have health issues.

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

**Members Absent:** Clerk Lovejoy Roe

**Legal Counsel:** Wm. Douglas Winters

**PUBLIC COMMENTS**

Arloa Kaiser, Township Resident stated that Crystal Campbell would be missed. She said Ms. Campbell did a fantastic job at the neighborhood watch meetings.

Supervisor Stumbo introduced Chad Teets, Lieutenant Washtenaw County Sheriff. Chad Teets stated he has been with the Washtenaw County Sheriff Department for about 12 years mostly with the SWAT team.

**CONSENT AGENDA**

**A. MINUTES OF THE DECEMBER 17, 2019 WORK SESSION AND REGULAR MEETING**

**B. STATEMENTS AND CHECKS**

- 1. STATEMENTS AND CHECKS FOR JANUARY 21, 2020 IN THE AMOUNT OF \$2,123,285.80**
- 2. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR DECEMBER 2019 IN THE AMOUNT OF \$29,278.18**
- 3. CHOICE HEALTH CARE ADMIN FEE FOR DECEMBER 2019 IN THE AMOUNT OF \$1,147.00**

**C. DECEMBER 2019 TREASURER'S REPORT**

**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 JANUARY 21, 2020 REGULAR MEETING  
PAGE 2**

**ATTORNEY REPORT**

**A. GENERAL LEGAL UPDATE – Given in the Work Session**

**NEW BUSINESS**

- 1. RESOLUTION 2020-04, APPROVING REFUNDING CONTRACT AND AUTHORIZING NOT TO EXCEED \$1,350,000.00 2020 WATER SUPPLY SYSTEM NO.7 REFUNDING BONDS (CHARTER TOWNSHIP OF YPSILANTI) (LIMITED TAX GENERAL OBLIGATION)**

**A motion was made by Trustee Jarrell Roe, supported by Treasurer Doe to Approve Resolution 2020-04, Approving Refunding Contract and Authorizing not to Exceed \$1,350,000.00 2020 Water Supply System No. 7 Refunding Bonds (Charter Township of Ypsilanti) (Limited Tax General Obligation) (see attached).**

**The motion carried unanimously.**

- 2. REQUEST APPROVAL OF ADDITIONAL SERVICES AGREEMENT WITH SPICER GROUP FOR NEW DESIGN WORK AND REBID OF THE COMMUNITY CENTER FLOORING PROJECT IN A NOT TO EXCEED AMOUNT OF \$5,500.00 TO BE BUDGETED IN 212-970-000-976-008 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT**

**A motion was made by Trustee Wilson, supported by Trustee Eldridge to Approve Request Approval of Additional Services Agreement with Spicer Group for new Design Work and Rebid of the Community Center Flooring Project in a Not to Exceed Amount of \$5,500.00 to be Budgeted in 212-970-000-976-008 Contingent upon Approval of the Budget Amendment (see attached).**

**The motion carried unanimously.**

- 3. REQUEST TO APPROVE AMENDMENT TO THE OHM CONSTRUCTION ENGINEERING SCOPE FOR THE SCHOONER COVE BUS STOP IN THE AMOUNT OF \$6,500.00 TO BE BUDGETED IN LINE ITEM #101-970-000-974-100 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT**

**A motion was made by Trustee Ross-Williams, supported by Treasurer Doe to Approve the Request to Approve Amendment to the OHM Construction Engineering Scope for the Schooner Cove Bus Stop in the Amount of \$6,500.00 to be Budgeted in Line Item #101-970-000-974-100 Contingent upon Approval of the Budget Amendment (see attached).**

**The motion carried unanimously.**

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE JANUARY 21, 2020 REGULAR MEETING  
PAGE 3**

**4. REQUEST TO APPROVE PROFESSIONAL ENGINEERING DESIGN PROPOSAL AND CHANGE ORDER PREPARATION WITH OHM FOR THE HURON STREET PATHWAY IN THE AMOUNT OF \$32,500.00 BUDGETED IN LINE ITEM #212-970-000-997-250 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT**

**A motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve the Request to Approve Professional Engineering Design Proposal and Change Order Preparation with OHM for the Huron Street Pathway in the Amount of \$32,500.00 Budgeted in Line Item #212-970-000-997-250 Contingent Upon Approval of the Budget Amendment (see attached).**

**The motion carried unanimously.**

**5. REQUEST TO APPROVE RECOMMENDATION OF THE YPSILANTI TOWNSHIP LIQUOR COMMISSION IN REGARD TO THE CLASS C LIQUOR LICENSE APPLICATION FOR SPOONFULS GREAT SOUL FOOD LLC**

**A motion was made by Treasurer Doe, supported by Trustee Jarrell Roe to Approve the Recommendation of the Ypsilanti Township Liquor Commission to deny the Class C Liquor License Application for Spoonfulls Great Soul Food LLC with the right to come back at a later date and waive the fee.**

**The motion carried unanimously.**

**6. RESOLUTION 2020-02, 2020 POVERTY EXEMPTION GUIDELINES AND APPLICATION**

**A motion was made by Trustee Wilson, supported by Trustee Jarrell Roe to Approve Resolution 2020-02, 2020 Poverty Exemption Guidelines and Application (see attached).**

**The motion carried unanimously.**

**7. REQUEST TO APPROVE 2020 BOARD OF REVIEW MEETING DATES**

**A motion was made by Trustee Ross-Williams, supported by Treasurer Doe to Request to Approve 2020 Board of Review Meeting Dates.**

**The motion carried unanimously.**

**8. RESOLUTION 2020-03, OWNERS DAM SAFETY PROGRAM**

**A motion was made by Trustee Eldridge, supported by Trustee Jarrell Roe to Approve Resolution 2020-03, Owners Dam Safety Program (see attached).**

**The motion carried unanimously.**

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE JANUARY 21, 2020 REGULAR MEETING  
PAGE 4**

- 9. REQUEST FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 1701 E. MICHIGAN AND 901 AUBURNDALE AVE. BUDGETED IN LINE ITEM #101-950-000-801-023**

**A motion was made by Trustee Jarrell Roe, supported by Trustee Eldridge to Approve Request for Authorization to Seek Legal Action if Necessary to Abate Public Nuisance for Property Located at 1701 E. Michigan and 901 Auburndale Ave. Budgeted in Line Item #101-950-000-801-023.**

**The motion carried unanimously.**

- 10. REQUEST TO ACCEPT THE RESIGNATION OF JASON IACONANGELI FROM THE YPSILANTI TOWNSHIP PLANNING COMMISSION AND ZONING BOARD OF APPEALS AND TO APPOINT REBECCA EL-ASSADI TO THE OPEN POSITION ON THE PLANNING COMMISSION**

**A motion was made by Trustee Eldridge, supported by Trustee Jarrell Roe to Approve Request to Accept the Resignation of Jason Iaconangeli from the Ypsilanti Township Planning Commission and Zoning Board of Appeals and to Appoint Rebecca El-Assadi to the Open Position on the Planning Commission.**

**The motion carried unanimously.**

- 11. CANCEL FEBRUARY 4, 2020 WORK SESSION AND REGULAR BOARD MEETINGS**

**A motion was made by Trustee Ross-Williams, supported by Trustee Wilson to Cancel February 4, 2020 Work Session and Regular Board Meetings.**

**The motion carried unanimously.**

- 12. BUDGET AMENDMENT #1**

**A motion was made by Trustee Wilson, supported by Trustee Eldridge to Approve Budget Amendment #20 (see attached).**

**The motion carried unanimously.**

**AUTHORIZATIONS AND BIDS**

- 1. REQUEST TO SEEK BIDS FOR A BATTERY OPERATED SCISSOR LIFT**

**A motion was made by Trustee Wilson, supported by Treasurer Doe to Approve the Request to Seek Bids for a Battery Operated Scissor Lift**

**The motion carried unanimously.**

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE JANUARY 21, 2020 REGULAR MEETING  
PAGE 5**

**A motion was made by Trustee Jarrell Roe, supported by Trustee Wilson to Adjourn.**

**The motion carried unanimously.**

The meeting was adjourned at approximately 7:17 PM.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor  
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti



# CHARTER TOWNSHIP OF YPSILANTI

## RESOLUTION 2020-04

### RESOLUTION APPROVING REFUNDING CONTRACT FOR BONDS

Minutes of a regular meeting of the Township Board (the "Governing Body") of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan (the "Township"), held on the 21<sup>st</sup> day of January, 2020, at 7:00 o'clock p.m., prevailing Eastern Time.

PRESENT: Members: Stumbo, Doe, Eldridge, Ross Williams, Wilson and Jarrell Roe

ABSENT: Members: Roe

The following preamble and resolutions were offered by Member Jarrell Roe and supported by Member Doe.

WHEREAS, it is deemed necessary to refund certain maturities of the Ypsilanti Community Utilities Authority's 2010 Water Supply Sewer System No. 7 Bonds (Charter Township of Ypsilanti) (the "Prior Bonds") so as to produce interest savings to the Township; and

WHEREAS, a Refunding Contract has been prepared between the Township and the Ypsilanti Community Utilities Authority ("YCUA") to provide for the refunding of certain maturities of the Prior Bonds; and

WHEREAS, pursuant to the Refunding Contract, YCUA plans to issue refunding bonds designated "2020 Water Supply System No. 7 Refunding Bonds (Charter Township of Ypsilanti) (Limited Tax General Obligation)" (the "Refunding Bonds"); and

WHEREAS, this Governing Body has carefully reviewed the proposed Refunding Contract and finds that it provides the best means for accomplishing the necessary savings to the Township.

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. The Refunding Contract, described in the preamble to this resolution, is approved, and the Supervisor and the Township Clerk of the Township are directed to execute and deliver the Contract on behalf of the Township.

2. The Supervisor, the Township Clerk and the Township Treasurer each is

hereby authorized to execute on behalf of the Township any closing document or certificate as may be required by YCUA or the purchaser of the Refunding Bonds. The Township hereby covenants to take all action within its control to the extent permitted by law necessary to maintain the exclusion of the interest on the Refunding Bonds from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), including but not limited to, actions relating to the rebate of arbitrage earnings and expenditure and investment of proceeds of the Refunding Bonds and moneys deemed to be proceeds of the Refunding Bonds.

3. The Supervisor, the Township Clerk and the Township Treasurer is each individually hereby authorized and directed to approve the circulation of a preliminary official statement and a final official statement describing the Refunding Bonds and to execute a final official statement on behalf of the Township.

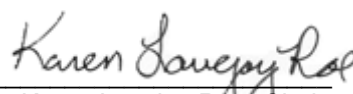
4. The Township shall enter into an undertaking for the benefit of the holders and beneficial owners of the Refunding Bonds (the "Undertaking") and shall comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission regarding continuing disclosure. The Supervisor, the Township Clerk and the Township Treasurer each is authorized to execute and deliver the Undertaking on behalf of the Township.

5. All resolutions and parts of resolutions in conflict with this resolution be, and the same hereby are repealed.

AYES: Members Stumbo, Doe, Wilson, Ross-Williams, Jarrell Roe and Eldridge

NAYS: None

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. 2020-04 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on January 21, 2020.



Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

November 19, 2019

Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti  
7200 South Huron River Drive  
Ypsilanti, MI 48197

RE: Community Center Flooring Replacement  
Charter Township of Ypsilanti, Michigan  
Additional Services Agreement

Mrs. Roe:

This letter is to serve as our proposal to provide professional services in addition to those outlined in our Letter Agreement executed by you and Supervisor Stumbo on September 18, 2019 regarding the Community Center Flooring Replacement.

**Project Background**

The bid opening for the Community Center Flooring Replacement project resulted in zero bids received. At your request, we have contacted some prospective bidders to determine why contractors did not bid on the project and formulate a plan to re-bid the project. After discussions with contractors, we believe the project may reasonably be completed next year if prospective bidders are given more time to review the contract documents, a mandatory pre-bid meeting is held, and a drawing is provided showing the flooring layout. Our understanding is the Township has identified the weeks of August 10<sup>th</sup> and 17<sup>th</sup> as the target construction window.

**Scope of Additional Work**

We are proposing to provide the services list below in addition to those already agreed upon in our previous Letter Agreement.

**I. Re-bid Assistance**

During this phase, we will:

- Meet with Township officials and/or staff to determine the desired flooring colors and patterns.
- Create plan drawings and flooring schedule to more clearly convey the proposed finished product to bidders.
- Update the wage decision in the bid package.
- Provide one revision to the plan drawing based on Township input.
- Revise language in the existing bidding documents based on input received after the previous bid opening.
- Post a bid advertisement and bidding documents for prospective bidders.
- Prepare any necessary addenda.
- Open bids with you.

For clarity, below is a list of tasks that are outstanding from our original agreement that will need to be completed for a successful project. We still intend to complete these tasks but are not including them in the scope of this Additional Services Agreement because we are already under contract with you to complete them.

- Attend a pre-bid meeting. *(due to timeline constraints discovered after our original Letter Agreement, a pre-bid meeting was not held. We intend to hold a pre-bid meeting during the next bidding period.)*

November 19, 2019

Page 2 of 2

- Research the qualifications and background of the low bidder if you or we are not familiar with them.
- Prepare the tabulation of the bids and prepare a letter of recommendation of award of the construction contract.
- Prepare Contract Documents and distribute them to the Contractor.
- Review the completed Contract Documents, the insurance certificates, and bonds.
- Prepare a Notice to Proceed.

**Additional Fee**

Our proposed fee for the above scope of work follows. This fee is in addition to that already agreed upon in our previous Letter Agreement. We will continue to submit monthly invoices to you for our basic professional services, any additional authorized services and any reimbursable expenses.

1. Re-bid  
**Standard hourly rates with the total amount not to exceed \$5,500**

We have calculated these fees based on our understanding of what you want us to do and what you have told us. Should we approach the amount of the fee for any reason before we are finished with the work, if the scope changes, or our understanding was incorrect, we will notify you and discuss with you the option of adjusting the amount of the fee or adjusting the scope of services. If you are not in agreement with the scope of service, we have outlined above please let us know and we will make the necessary revisions.

If this proposal meets with your approval, please acknowledge this approval with an authorized signature below and return one of the enclosed copies to us.

We deeply appreciate your confidence in Spicer, and we look forward to working with you and for you on your project.

Sincerely,



**Phil Westmoreland, P.E.**

Senior Project Manager



**Kevin J Wilks, P.E.**

Project Engineer

**SPICER GROUP, INC.**

125 Helle Blvd, Suite 2

Dundee, MI 48131

Phone: (734) 823-3308


Cell: (616) 550-7837

mailto: [kevinw@spicergroup.com](mailto:kevinw@spicergroup.com)


Cc: SGI File 127650PR2019

\_\_\_\_\_  
Above proposal accepted and approved by Owner.

**YPSILANTI CHARTER TOWNSHIP**

By:   
Brenda Stumbo, Supervisor

Date: 1-28-2020

By:   
Karen Lovejoy Roe, Clerk

Date: 1-28-2020



December 19, 2019

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

RE: **CE Services - Schooner Cove Bus Stop – Scope Amendment to OHM Services Request  
Originally Approved on September 18, 2019**

Dear Ms. Stumbo:

The Schooner Cove Bus Stop project was originally bid then awarded on September 17, 2019; however, due to the previous contractor not providing required federal funding paperwork, the award was rescinded on October 16, 2019. This amended proposal includes updating bidding documents, as well as the effort and collaboration expended by OHM with the previous contractor, including: a pre-bid meeting, a bid opening, preconstruction meeting, and coordination with the Washtenaw County Office of Community and Economic Development (OCED).

Although the construction engineering services (Task 3) will generally remain the same, this requested amended proposal covers the effort expended in the Gibraltar award and moves the process forward to rebid in coordination with OCED this fall/winter. Task 3 and Task 4 from the original proposal are requested to be amended as outlined below. Task 1, Task 2, and Task 5 will remain unchanged.

In order to complete the construction of the proposed bus stop project and pathway segments, we are requesting a budget amendment of **\$6,500.00**.

This will amend the previously approved budget from \$27,700.00 to \$34,200.00. The table below illustrates how the amendment will contribute to each task necessary. This translates to approximately 55 hours of construction and administrative effort.

Task	Original	Amended Budget
<b>Task A:</b> Rebidding and Award	N/A	\$3,200.00
<b>Task 1:</b> Construction Layout	\$4,500.00	\$4,500.00
<b>Task 2:</b> Construction Observation	\$13,000.00	\$13,000.00
<b>Task 3:</b> Construction Engineering	\$2,500.00	\$4,100.00
<b>Task 4:</b> Contract Administration	\$1,700.00	\$3,400.00
<b>Task 5:</b> G2 Material Testing Services	\$6,000.00	\$6,000.00
<b>Total</b>	<b>\$27,700.00</b>	<b>\$34,200.00</b>



We appreciate the opportunity to work with the Township on this project and we believe this improvement will positively impact this area of South Huron River Drive and the surrounding neighborhoods.

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

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

Sincerely,  
OHM Advisors

A handwritten signature in cursive script, appearing to read "Matthew D. Parks".

---

Matthew D. Parks, P.E.



OHM ADVISORS  
CONSULTANT

Charter Township of Ypsilanti  
CLIENT

\_\_\_\_\_

(Signature)

\_\_\_\_\_

Matthew D. Parks, P.E.

(Name)

Ms. Brenda Stumbo

Principal-in-Charge

(Title)

Township Supervisor

\_\_\_\_\_

(Date)

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Name)

Ms. Karen Lovejoy Roe

(Title)

Township Clerk

(Date)

\_\_\_\_\_



January 13, 2020

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

RE: Proposal for Huron Street Pathway  
**Professional Engineering Design Services**

Dear Ms. Stumbo:

Thank you for the opportunity to submit this proposal to provide Professional Engineering Design Services for the Huron Street Pathway. This pathway is part of the Washtenaw County Parks and Recreation Commission's (WCPARC) Connecting Communities pathway/sidewalk initiative. The design and construction of this pathway is being performed in partnership with the Charter Township of Ypsilanti (Township) and the Washtenaw County Parks and Recreation Commission (WCPARC).

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

### **PROJECT UNDERSTANDING**

Through a joint effort between OHM and Ypsilanti Township, Connecting Communities grant money was awarded to the Township in the fall of 2019 in the amount of \$150,000.00. The proposed project consists of linking pathway along the west side of Huron Street from Joe Hall Drive to South Huron River Drive.

For the Huron Street Connecting Communities project, an asphalt pathway will be constructed at the end of the existing west path near Joe Hall Drive and Huron Street. A proposed 10-foot wide asphalt pathway will be designed from Joe Hall Drive to South Huron River Drive.

This project is anticipated to be constructed as a change order stemming from the 2019 Grove Road Pathway Extension project, under Best Asphalt's existing contract with Ypsilanti Township. Best Asphalt and their suppliers have agreed to hold 2019 unit prices contingent on the project commencing early in the construction season. OHM has agreed to accelerate the design in order to assist the Township in maintaining the construction efforts as a change order. It is anticipated that this project will commence in late May or early June of 2020.

All pathway design will comply with the current guidelines for pathway construction including the American Association of State Highway Transportation Official's (AASHTO) Guide for the Development of Bicycle Facilities (where applicable), applicable sections of the Americans with Disabilities Act (ADA), the National Asphalt Pavement Association (NAPA) Standards, and local Ordinances.

During the Connecting Communities application process, it was recognized that some pathway construction would ultimately exceed the Huron Street right-of-way and need to be constructed on the Bethesda Church property,





located at 1800 Huron Street. OHM reached out to Bethesda Church and acquired their letter of support for the project on August 29, 2019 for a 10-ft easement. No other easements for the project are anticipated at this time as the majority of the proposed work should be contained within the Huron Street right-of-way.

OHM Advisors has previously assisted with neighboring Border-to-Border pathway projects as well as with various application assistance efforts. We offer the following scope of services for the completion of the design of this project.

## SCOPE

### Task 1 – Design Survey/ROW Identification

OHM Advisors will begin Design Survey upon authorization to proceed. The focus will be to identify critical areas where obtaining temporary or permanent easements could save construction cost as well as areas that may require additional design efforts. Tasks to be accomplished include:

- ▶ **Control:** Establish horizontal and vertical control
- ▶ **Right-of-Way:** Obtain property boundary and ROW information and tie to project control.
- ▶ **Topographic Survey:** Obtain all necessary existing physical features, such as sidewalk, structure inventory, trees, etc., and elevations to provide information for preparing plans, with a focus on meeting all ADA requirements.

### Task 2 – Engineering Drawing Design

The data gathered in Task 1 will allow us to create a set of design base drawings and aerial maps. These drawings and maps will be further developed to show the pathway location. Preliminary design will be completed at this time.

The plans will include any notes and details necessary for specific design elements as well as cross-sections of the path. These documents will serve as the plans for the project and allow the contractor (Best Asphalt) to recognize the overall scope of work. Additionally, these plans will also be reviewed with the Township for feedback with a meeting. If easements are needed, they will be discussed at this time. Any plan revisions discussed at the meeting will be incorporated into the drawings for the final change order package. This design is assuming one (1) contingency easements will need to be obtained. Additional easements can be prepared for \$950 each.

Geotechnical information will also be gathered at this stage and will be performed by G2 Consulting Group (G2). We anticipate that three (3) soil borings will need to be obtained for the proposed pathway alignment.

### Task 3 – Design Specifications

In order to develop the necessary specifications, OHM will follow the Charter Township of Ypsilanti Engineering Standards and Design Specifications. These specifications will reference contractual items, specifically supplemental specifications and a method of payment for the contractor to follow. The change order package will require the necessary bonding, prevailing wage information, and insurance. After completion of the design, the Township will be provided with two (2) hard copies of the package for review along with an updated final engineer's opinion of probable cost. OHM will also assist and submit for permits, including an SESC permit and WCRC permit, as part of this task.

### Task 4 – Change Order and Notice to Proceed

OHM will address any questions received by the contractor (Best Asphalt) prior to the change order submittal. Once Ypsilanti Township, Best Asphalt, and WCPARC have reviewed the change order and corresponding plans, the change order will be submitted for Township Board approval and assuming approval, a Notice to Proceed will be issued.



## DELIVERABLES

Task	Deliverable
Task 2	Engineering Design Plans
Task 3	Change Order Package
Task 4	Change Order and Notice to Proceed

## KEY PERSONNEL

This project team has been specifically selected to best meet the technical aspects of the design and facilitate coordination with the Township. G2 Consulting Group will offer geotechnical services. Below is a list of key personnel and their role on this project.

Project Team Members	Role on Project	Specific Duties
Matthew Parks, PE	Project Manager	Management, Utility Coordination, & Public Liaison
Elliot Smith	Lead Design Engineer	Concepts, Design Development, ADA Issues, & QA/QC
Phil Maly	Construction Engineer	QA/QC
Andrew Schripsema, PE, PS	Surveyor	Design Survey (Control, Topography, & Right-of-Way)
G2 Consulting Group	Geotechnical Engineer	Soils Report Development

## ASSUMPTIONS/CLARIFICATIONS

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

## FEE

OHM Advisors will invoice the Charter Township of Ypsilanti for the above stated services on an hourly not-to-exceed basis, in accordance with our 2020 Rate Schedule. Invoices will be sent monthly as work is performed.

Design Tasks	Design Fee
Task 1	\$9,650.00
Task 2	\$15,900.00
Task 3	\$4,450.00
<u>Task 4</u>	<u>\$2,500.00</u>
<b>Total</b>	<b>\$32,500.00</b>

The total fee is estimated to be \$32,500.00. Additional services can be provided on an hourly basis, as requested.



**ACCEPTANCE**

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

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

OHM ADVISORS  
CONSULTANT

Charter Township of Ypsilanti  
CLIENT

\_\_\_\_\_

(Signature)

\_\_\_\_\_

Matthew D. Parks, P.E.

(Name)

Ms. Brenda Stumbo

Principal in Charge

(Title)

Township Supervisor

\_\_\_\_\_

(Date)

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Name)

Ms. Karen Lovejoy Roe

(Title)

Township Clerk

(Date)

\_\_\_\_\_

## CHARTER TOWNSHIP OF YPSILANTI

### RESOLUTION NO. 2020-02

#### POVERTY EXEMPTION GUIDELINES & APPLICATION

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

**WHEREAS**, pursuant to Section 211.7u, Ypsilanti Charter Township, Washtenaw County adopts the following guidelines and application for the Supervisor and Board of Review to implement. The guidelines shall include but not be limited to the specific income and asset levels of the claimant and all persons residing in the household, including any property tax credit returns filed in the current or immediately preceding year;

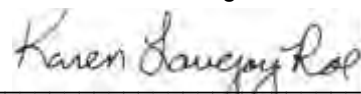
To be eligible, a person shall do all the following on an annual basis:

- 1) Be an owner and occupy as a homestead (primary residence) the property for which an exemption is requested, as of Tax Day, December 31 of the proceeding year.
- 2) File a claim with the Supervisor or board of Review, accompanied by federal and state income tax returns for all persons residing in the homestead, including property tax credit returns, filed in the current or immediately preceding year.
- 3) Meet the income threshold guidelines (maximum income) adopted by the Township Board. The income threshold as adopted is that all household income cannot exceed 30% of the median income for Ann Arbor (Washtenaw County) as published by the United States Department of Housing and Urban Development (HUD) as of December 31 of the preceding year. These income thresholds will be used as long as they are higher than the Federal Poverty Guidelines as determined annually by the United States Office of Management and Budget.
- 4) Meet the maximum asset eligibility test as follows: Assets other than the taxpayer's primary residence, standard mode of transportation and usual household goods valued at more than \$25,000 will be considered and added to the household income to determine eligibility.
- 5) The revised Taxable Value with the Poverty Exemption, subject to the above guidelines, shall be the lesser of the current taxable value on the assessment roll and the following formula calculating the minimum taxable value via the Poverty Exemption Guidelines.

**(State of Michigan Homestead Tax Credit (MI 1040CR) + 3.2% of Income) / Current Millage Rate = Minimum Taxable Value**

**NOW THEREFORE, BE IT RESOLVED**, that the Board of Review shall follow the above stated policy, guidelines and application in granting or denying exemptions. If the Board of Review determines there are substantial and compelling reasons why there should be a deviation from the above policy and guidelines based upon extraordinary circumstances and these are documented in writing, then the Board of Review may deviate from the above guidelines.

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. 2020-02 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on January 21, 2020..

  
Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti



# Charter Township of Ypsilanti

## RESOLUTION NO. 2020-03

### OWNERS DAM SAFETY PROGRAM (ODSP)

**WHEREAS**, the Charter Township of Ypsilanti, in Washtenaw County Michigan, currently holding a license with the Federal Energy Regulatory Commission (FERC) to operate the Ford Lake Hydroelectric Project (Project) #5334, and

**WHEREAS**, the FERC requires the Charter Township of Ypsilanti to develop, implement, fund and continue to support the ODSP, per the FERC guideline, for the Project until such time that the Charter Township of Ypsilanti releases ownership or the Project is no longer under the jurisdiction of the FERC, and

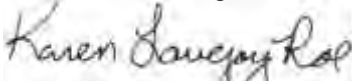
**WHEREAS**, the ODSP document clearly defines the responsibility for the Charter Township of Ypsilanti and its employees, and consultants, and

**WHEREAS**, the purpose of this Resolution is not new to the Charter Township of Ypsilanti, but rather a re-dedication to dam safety and the responsibilities that come with owning the Project, and

**WHEREAS**, by the action of this document, the Charter Township of Ypsilanti is showing the commitment to the FERC to operate a safe Project, prioritizing safety over any other goals, and

**NOW THEREFORE**, be it resolved that the Charter Township of Ypsilanti Board of Trustees acknowledges the Owners Dam Safety Program to maintain compliance with the FERC and define the role of Charter Township of Ypsilanti related to the Project.

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. 2020-03 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on January 21, 2020..



Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI  
2020 BUDGET AMENDMENT #1**

**JANUARY 21, 2020**

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

**101 - GENERAL OPERATIONS FUND**

**Total Increase \$38,953.00**

Request to increase the budget for Planned Maintenance with W. J. O'Neil Company to provide maintenance services for the building Automation and Direct Digital Control System. Agreement approved at the December 17, 2019 Board meeting. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$14,376.00
		Net Revenues	<u><u>\$14,376.00</u></u>
Expenditures:	Software Support & Maintenance	101-266-000-934.000	\$14,376.00
		Net Expenditures	<u><u>\$14,376.00</u></u>

Request to re-budget the remaining available funds from the 2019 Schooner Cove Bus Shelter Project and increase the 2020 budget for OHM to continue with construction engineering since it will be going into 2020. The original amount approved on 9/17/19 was \$27,700 while 2019 expenditure are at \$9,623.75. The difference of \$18,077 (rounding up) will be budgeted in 2020. This will be funded by an Appropriation from Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$18,077.00
		Net Revenues	<u><u>\$18,077.00</u></u>
Expenditures:	Bus Shelter - Capital Outlay	101-970-000-974.100	\$18,077.00
		Net Expenditures	<u><u>\$18,077.00</u></u>

Request to increase the budget for OHM to rebid project and for additional construction engineering for the Schooner Cove Bus Shelter. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$6,500.00
		Net Revenues	<u><u>\$6,500.00</u></u>
Expenditures:	Bus Shelter - Capital Outlay	101-970-000-974.100	\$6,500.00
		Net Expenditures	<u><u>\$6,500.00</u></u>

Motion to Amend the 2020 Budget (#1)

Move to increase the General Fund budget by \$38,953 to \$9,342,021 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Rec, Roads, General Fund II budget by \$59,217 to \$1,936,830 and approve the department line item changes as outlined.

**CHARTER TOWNSHIP OF YPSILANTI  
2020 BUDGET AMENDMENT #1**

**JANUARY 21, 2020**

**212 - BIKE, SIDEWALK, REC, ROADS GENERAL FUND (BSRII)**

**Total Increase \$59,217.00**

Request to re-budget the remaining available funds from the 2019 Connecting Communities-Grove Road Pathway Project and increase the 2020 budget for OHM to continue with Engineering Design and Bidding for Phase 2. The original approved budget for design and bidding on 6/18/19 was \$47,700 while 2019 expenditures are at \$28,183. The difference of \$19,717 will be budgeted in 2020. This will be funded by an Appropriation of Prior Year Fund Balance.

<b>Revenues:</b>	<b>Prior Year Fund Balance</b>	<b>212-000-000-699.000</b>	<b>\$19,717.00</b>
		<b>Net Revenues</b>	<b><u><u>\$19,717.00</u></u></b>
<b>Expenditures:</b>	<b>Capital Outlay - Pathway</b>	<b>212-970-000-997.007</b>	<b>\$19,717.00</b>
		<b>Net Expenditures</b>	<b><u><u>\$19,717.00</u></u></b>

Request to re-budget the remaining available funds from the 2019 Community Center Floor Project and increase the 2020 budget for Spicer to continue with Engineering Bidding & Bidding documents. The original amount approved 9/17/19 was \$6,000 while 2019 expenditure are at \$4,500. The difference of \$1,500 will be budgeted in 2020. This will be funded by a Community Development Block Grant (CDBG).

<b>Revenues:</b>	<b>Community Dev Block Grant</b>	<b>212-000-000-531.000</b>	<b>\$1,500.00</b>
		<b>Net Revenues</b>	<b><u><u>\$1,500.00</u></u></b>
<b>Expenditures:</b>	<b>Capital Outlay - Community Center</b>	<b>212-970-000-976.008</b>	<b>\$1,500.00</b>
		<b>Net Expenditures</b>	<b><u><u>\$1,500.00</u></u></b>

Request to increase the budget for Spicer to rebid the Community Center Flooring Project in 2020. This will be funded by an Appropriation from Prior Year Fund Balance.

<b>Revenues:</b>	<b>Prior Year Fund Balance</b>	<b>212-000-000-699.000</b>	<b>\$5,500.00</b>
		<b>Net Revenues</b>	<b><u><u>\$5,500.00</u></u></b>
<b>Expenditures:</b>	<b>Capital Outlay - Community Center</b>	<b>212-970-000-976.008</b>	<b>\$5,500.00</b>
		<b>Net Expenditures</b>	<b><u><u>\$5,500.00</u></u></b>

Request to increase the budget for OHM's engineering service to design and bid the Connecting Pathway Project on Huron Street . This will be funded by an Appropriation from Prior Year Fund Balance.

<b>Revenues:</b>	<b>Prior Year Fund Balance</b>	<b>212-000-000-699.000</b>	<b>\$32,500.00</b>
		<b>Net Revenues</b>	<b><u><u>\$32,500.00</u></u></b>
<b>Expenditures:</b>	<b>Capital-Pathway Huron #1</b>	<b>212-970-000-997.250</b>	<b>\$32,500.00</b>
		<b>Net Expenditures</b>	<b><u><u>\$32,500.00</u></u></b>



*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*

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**STATEMENTS AND CHECKS**

*FEBRUARY 4, 2020 BOARD MEETING*

ACCOUNTS PAYABLE CHECKS -	\$	492,893.56
HAND CHECKS -	\$	218,459.30
CREDIT CARDS PURCHASES -	\$	0.00
GRAND TOTAL -	\$	<b>711,352.86</b>

Check Date	Check	Vendor Name	Amount
Bank AP AP			
01/15/2020	184371	COMCAST CABLE	234.85
01/15/2020	184372	GUARDIAN ALARM	2,308.89
01/15/2020	184373	GUARDIAN ALARM	1,463.19
01/15/2020	184374	U.S. POSTAL SERVICE*	4,000.00
01/15/2020	184375	WASTE MANAGEMENT	2,256.70
01/15/2020	184376	WASTE MANAGEMENT	248.06
01/15/2020	184377	WASTE MANAGEMENT	733.50
01/15/2020	184378	WEX BANK	1,132.19
01/22/2020	184379	AARON CHARLES BARFIELD	66.00
01/22/2020	184380	AARON JAMES NOWACKI	43.50
01/22/2020	184381	ALAA WAJEH ABDULLA	18.00
01/22/2020	184382	BARBARA JO GUNIA	66.00
01/22/2020	184383	BRIAN OVERHOLT	18.00
01/22/2020	184384	CHARLES KEVIN STREETMAN	18.00
01/22/2020	184385	COLLEEN MARIE BOHLEN	18.00
01/22/2020	184386	DANIELLE ATCHISON MCNEIL	66.00
01/22/2020	184387	DAVID MICHAEL BLAKLEY	66.00
01/22/2020	184388	DENZEL LOUIS WELLS	114.00
01/22/2020	184389	FLORICA BUDARU	18.00
01/22/2020	184390	JAMES DOUGLAS NOBLE	18.00
01/22/2020	184391	JAMES THOMAS BOGLE JR	66.00
01/22/2020	184392	JANET KAY LIVINGSTON	18.00
01/22/2020	184393	JOSHUA ALEXANDER SCHOCK	43.50
01/22/2020	184394	JUDITH ANN MALLEY	43.50
01/22/2020	184395	JUSTIN ROBERT MILLETT	66.00
01/22/2020	184396	KENDRA ALICIA SINGLETON	66.00
01/22/2020	184397	LYNETTE CAMILLE HARRIS	43.50
01/22/2020	184398	MEGAN TALIA TERRELL-JOHNSON	66.00
01/22/2020	184399	MICHAEL JOSEPH GARDELLA JR	43.50
01/22/2020	184400	MICHAEL SCOTT JONAS	66.00
01/22/2020	184401	MICHELE MARY MULLINS	43.50
01/22/2020	184402	PAMELA JOY EDEBURN	114.00
01/22/2020	184403	RONALD MORRIS BROWN	43.50
01/22/2020	184404	SCOTT ALAN CLARK	18.00
01/22/2020	184405	SUBHA RAMA	66.00
01/22/2020	184406	SUSAN ROSE CLARK	18.00
01/22/2020	184407	COMCAST CABLE	108.35
01/22/2020	184408	COMCAST CABLE	108.35
01/22/2020	184409	COMCAST CABLE	148.35
01/22/2020	184410	COMCAST CABLE	143.35
01/22/2020	184411	DTE ENERGY	11,190.04
01/22/2020	184412	WASTE MANAGEMENT	787.32
01/22/2020	184413	WASTE MANAGEMENT	45,489.63
01/22/2020	184414	WASTE MANAGEMENT	31,439.60
01/22/2020	184415	WASTE MANAGEMENT	106,925.42
01/22/2020	184416	YPSILANTI COMMUNITY	126.34
01/27/2020	184417	CONSTELLATION NEW ENERGY	6,719.45
01/27/2020	184418	YPSILANTI COMMUNITY	1,541.22

AP TOTALS:

Total of 48 Checks:	218,459.30
Less 0 Void Checks:	0.00
Total of 48 Disbursements:	<u>218,459.30</u>



Check Date	Check	Vendor Name	Amount
Bank AP AP			
02/04/2020	184419	AAATA	580.00
02/04/2020	184420	ACCUSHRED LLC	130.00
02/04/2020	184421	ALLEGRA PRINTING AND IMAGING	23,747.48
02/04/2020	184422	AMAZON CAPITAL SERVICES	3,896.55
02/04/2020	184423	AMERICAN JUDGE'S ASSOC.	175.00
02/04/2020	184424	ANN ARBOR CLEANING SUPPLY	815.44
02/04/2020	184425	ANN ARBOR WELDING SUPPLY CO	339.93
02/04/2020	184426	APRIL SALLEY	195.95
02/04/2020	184427	AUTO VALUE YPSILANTI	113.11
02/04/2020	184428	BARR ENGINEERING COMPANY	1,072.50
02/04/2020	184429	CARLISLE/WORTMAN ASSOCIATES	715.00
02/04/2020	184430	CHARTER TOWNSHIP OF SUPERIOR	614.08
02/04/2020	184431	CHELSEA TIDERINGTON	1,769.60
02/04/2020	184432	CINTAS CORPORATION	510.98
02/04/2020	184433	COMERICA BANK	59.27
02/04/2020	184434	CONTI	12,404.80
02/04/2020	184435	CRYSTAL FLASH, INC.	2,024.87
02/04/2020	184436	DAWN CARPENTER	100.00
02/04/2020	184437	DELUX RENTAL	62.00
02/04/2020	184438	DES MOINES STAMP MFG. CO.	119.85
02/04/2020	184439	DJ AND MUSIC, INC	300.00
02/04/2020	184440	DJ AND MUSIC, INC	300.00
02/04/2020	184441	EBCO COMPANY	2,881.50
02/04/2020	184442	EDWARD KENNEDY	168.00
02/04/2020	184443	EMERGENCY MEDICAL PRODUCTS	351.56
02/04/2020	184444	EMERGENCY VEHICLE SERVICES	6,035.02
02/04/2020	184445	EMERGENT HEALTH PARTNERS	6,447.35
02/04/2020	184446	EPOCH EYEWEAR	384.00
02/04/2020	184447	FEDERAL EXPRESS CORPORATION	77.51
02/04/2020	184448	FIBER LINK	230.25
02/04/2020	184449	GINA BROWN	100.00
02/04/2020	184450	GOODYEAR TIRE & RUBBER COMPANY	38.00
02/04/2020	184451	GRAINGER	926.19
02/04/2020	184452	GRIFFIN PEST SOLUTIONS	93.00
02/04/2020	184453	HOME DEPOT	116.06
02/04/2020	184454	HOME OF NEW VISION	1,040.00
02/04/2020	184455	JILL MCGINN	80.00
02/04/2020	184456	JUMP-A-RAMA	910.00
02/04/2020	184457	KCI	175.55
02/04/2020	184458	KNOWBE4 INC	1,500.75
02/04/2020	184459	KRISTI TROY	32.09
02/04/2020	184460	LARDNER ELEVATOR COMPANY	225.00
02/04/2020	184461	LAWYER VAUGHN	200.00
02/04/2020	184462	LOOKING GOOD LAWNS	780.00
02/04/2020	184463	LOWE'S	42.30
02/04/2020	184464	MICHIGAN CAT	1,345.42
02/04/2020	184465	MICHIGAN LINEN SERVICE, INC.	1,339.51
02/04/2020	184466	MICHIGAN MUNICIPAL LEAGUE	205,869.00
02/04/2020	184467	MIKE MARTIN	25.00
02/04/2020	184468	NATIONAL RECREATION & PARK	175.00
02/04/2020	184469	OFFICE EXPRESS	445.66
02/04/2020	184470	OKINAWAN KARATE CLUB	528.50
02/04/2020	184471	ORCHARD, HILTZ & MCCLIMENT INC	4,125.23
02/04/2020	184472	PEPSI BEVERAGES COMPANY	222.24
02/04/2020	184473	PM TECHNOLOGIES, LLC	811.64
02/04/2020	184474	PREFERRED TONER SOLUTIONS	84.95
02/04/2020	184475	PREMIER SAFETY & SERVICE	212.28
02/04/2020	184476	PROFESSIONAL TREE SERVICE	3,650.00
02/04/2020	184477	RENT A WRECK	776.75
02/04/2020	184478	RHETT REYES	729.00
02/04/2020	184479	RUBBER STAMPS UNLIMITED INC	41.75
02/04/2020	184480	SAM'S CLUB DIRECT	130.28
02/04/2020	184481	SHOW PROMOTIONS, LLC	1,025.00
02/04/2020	184482	SPICER GROUP	1,864.00
02/04/2020	184483	STANDARD PRINTING	461.00
02/04/2020	184484	STANTEC	12,289.70
02/04/2020	184485	THOMSON REUTERS - WEST PAYMENT CTR	40.49
02/04/2020	184486	TODD BARBER	3,725.00
02/04/2020	184487	TRANE U.S. INC	420.51
02/04/2020	184488	TRANSUNION RISK & ALTERNATIVE	75.00
02/04/2020	184489	UNEMPLOYMENT INSURANCE AGENCY	8,921.92
02/04/2020	184490	UNIFIRST CORPORATION	198.54
02/04/2020	184491	VERIZON CONNECT NWF, INC.	701.15
02/04/2020	184492	VICTORY LANE	118.65
02/04/2020	184493	W.J. O'NEIL COMPANY	2,924.00
02/04/2020	184494	WAMAA	1,000.00
02/04/2020	184495	WASHTENAW COUNTY	3,000.00
02/04/2020	184496	WASHTENAW COUNTY LEGAL NEWS	125.00

*A/P CHECKS*

01/29/2020 01:49 PM  
User: mharris  
DB: Ypsilanti-Twp

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI Page: 2/2  
CHECK NUMBERS 184419 - 184513

Check Date	Check	Vendor Name	Amount
02/04/2020	184497	WASHTENAW COUNTY ROAD COMMISSION	53.18
02/04/2020	184498	WASHTENAW COUNTY ROAD COMMISSION	14,300.08
02/04/2020	184499	WASHTENAW COUNTY ROAD COMMISSION	265.90
02/04/2020	184500	WASHTENAW COUNTY ROAD COMMISSION	236.53
02/04/2020	184501	WASHTENAW COUNTY ROAD COMMISSION	106.36
02/04/2020	184502	WASHTENAW COUNTY ROAD COMMISSION	114.77
02/04/2020	184503	WASHTENAW COUNTY ROAD COMMISSION	1,725.24
02/04/2020	184504	WASHTENAW COUNTY SHERIFF'S OFFICE	387.00
02/04/2020	184505	WASHTENAW COUNTY TREASURER#	31,500.00
02/04/2020	184506	WASHTENAW COUNTY TREASURER#	44,436.00
02/04/2020	184507	WILL ENTERPRISES INC	1,995.00
02/04/2020	184508	WILLIAM KINCAID	13.06
02/04/2020	184509	WOLVERINE FREIGHTLINER	752.87
02/04/2020	184510	YPSILANTI ACE HARDWARE	66.13
02/04/2020	184511	YPSILANTI COMMUNITY	701.00
02/04/2020	184512	YPSILANTI COMMUNITY	1,414.08
02/04/2020	184513	WASHTENAW COUNTY ROAD COMMISSION	64,543.65

AP TOTALS:

Total of 95 Checks:	492,893.56
Less 0 Void Checks:	0.00
Total of 95 Disbursements:	492,893.56



*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**

*FEBRUARY 18, 2020 BOARD MEETING*

ACCOUNTS PAYABLE CHECKS -	\$	256,741.18
HAND CHECKS -	\$	317,297.72
CREDIT CARD PURCHASES-	\$	<u>7,426.47</u>
GRAND TOTAL -	\$	<b>581,465.37</b>

Clarity Health Care Deductible –

ACH EFT - \$48,728.74 (JAN)  
ADMIN FEE - \$1,147.00 (JAN)

Check Date	Check	Vendor Name	Amount
Bank AP AP			
02/18/2020	184527	AAATA	162.25
02/18/2020	184528	ACCUSHRED LLC	65.00
02/18/2020	184529	ALLEGRA PRINTING AND IMAGING	650.00
02/18/2020	184530	ALLGRAPHICS CORPORATION	363.50
02/18/2020	184531	AMAZON CAPITAL SERVICES	1,633.16
02/18/2020	184532	AMERIGAS - YPSILANTI	392.48
02/18/2020	184533	ANN ARBOR CLEANING SUPPLY	400.89
02/18/2020	184534	ANN ARBOR WELDING SUPPLY CO	990.74
02/18/2020	184535	ASSOCIATED FENCE	550.00
02/18/2020	184536	ATLANTIC WELDING SUPPLY	84.00
02/18/2020	184537	AUTO VALUE YPSILANTI	99.69
02/18/2020	184538	BREATHING AIR SYSTEMS	866.00
02/18/2020	184539	BRUCE JOHNSON	3,252.00
02/18/2020	184540	CARLISLE/WORTMAN ASSOCIATES	11,895.00
02/18/2020	184541	CHELSEA TIDERTINGTON	1,852.55
02/18/2020	184542	CONTRACTORS CONNECTION	577.50
02/18/2020	184543	CRYSTAL FLASH, INC.	1,384.04
02/18/2020	184544	DAN KIMBALL	40.00
02/18/2020	184545	DAWN FARM	3,840.00
02/18/2020	184546	DISPUTE RESOLUTION CENTER	1,875.00
02/18/2020	184547	EDWARD KENNEDY	423.50
02/18/2020	184548	EMERGENCY MEDICAL PRODUCTS	416.95
02/18/2020	184549	GENE BUTMAN FORD	1,248.34
02/18/2020	184550	GOODYEAR TIRE & RUBBER COMPANY	1,347.49
02/18/2020	184551	GOOGLE INC.	0.57
02/18/2020	184552	GRAINGER	1,037.10
02/18/2020	184553	HART INTERCIVIC	675.00
02/18/2020	184554	HOME DEPOT	933.13
02/18/2020	184555	HOME DEPOT USA	391.39
02/18/2020	184556	J.F. MOORE & ASSOCIATES, LLC	20.00
02/18/2020	184557	KCI	1,462.93
02/18/2020	184558	KEVIN WELCH	3,000.00
02/18/2020	184559	LARDNER ELEVATOR COMPANY	225.00
02/18/2020	184560	LOCKING GOOD LAWNS	250.00
02/18/2020	184561	LOWE'S	278.37
02/18/2020	184562	MCCALLA'S FEED SERVICE, INC.	420.00
02/18/2020	184563	MCLAIN AND WINTERS	132,133.25
02/18/2020	184564	MCMASTER-CARR	50.53
02/18/2020	184565	MENARDS, INC.	308.19
02/18/2020	184566	MESSENGER PRINTING	633.83
02/18/2020	184567	METCOM	406.43
02/18/2020	184568	METRO CHEER TRAINING CENTER	506.10
02/18/2020	184569	MICHIGAN ASSOC. OF DRUG TREATMENT	940.00
02/18/2020	184570	MICHIGAN DISTRICT JUDGES ASSOC	225.00
02/18/2020	184571	MICHIGAN LINEN SERVICE, INC.	1,051.86
02/18/2020	184572	MICHIGAN URGENT CARE ANN ARBOR	30.00
02/18/2020	184573	MONROE COUNTY COMMUNITY COLLEGE	958.00
02/18/2020	184574	NATIONAL RECREATION & PARK	150.00
02/18/2020	184575	NTG ENTERPRISES INC.	180.00
02/18/2020	184576	OAKLAND COUNTY	1,919.25
02/18/2020	184577	OFFICE EXPRESS	1,185.25
02/18/2020	184578	ONSITE SUBSTANCE ABUSE TESTING	95.00
02/18/2020	184579	ORCHARD, HILTZ & MCCLIMENT INC	18,723.50
02/18/2020	184580	PARKWAY SERVICES, INC.	130.00
02/18/2020	184581	PATRICIA COLLINS	4,582.01
02/18/2020	184582	PFM FINANCIAL ADVISORS LLC	1,100.00
02/18/2020	184583	PLUNKETT COONEY	7,111.45
02/18/2020	184584	PM TECHNOLOGIES, LLC	976.95
02/18/2020	184585	POLLARD HEATING & COOLING	60.00
02/18/2020	184586	PRINTING SYSTEMS	2,573.80
02/18/2020	184587	RAY RANDOLPH	3,240.00
02/18/2020	184588	RHETT REYES	432.00
02/18/2020	184589	RICOH USA, INC.	950.56
02/18/2020	184590	ROBERT ARRICK	3,252.00
02/18/2020	184591	ROBERT CROCKER	3,252.00
02/18/2020	184592	ROBERT ENGEL	2,424.00
02/18/2020	184593	S & S ASSOCIATES, INC	457.10
02/18/2020	184594	SAM'S CLUB DIRECT	548.35
02/18/2020	184595	SENSAPHONE	70.94
02/18/2020	184596	SHRADER TIRE & OIL	158.95
02/18/2020	184597	SITEONE LANDSCAPE SUPPLY, LLC	66.99
02/18/2020	184598	SOUTHERN COMPUTER WAREHOUSE	511.58
02/18/2020	184599	SPORTS SUPPLY GROUP, INC.	165.92
02/18/2020	184600	STATE OF MICHIGAN	100.00
02/18/2020	184601	THERESE FOOTE	176.40
02/18/2020	184602	THOMAS PIOTROWSKI	937.50
02/18/2020	184603	TINA HOTCHKISS	180.00
02/18/2020	184604	TODD BARBER	4,450.00

*AJP CHECKS*

Check Date	Check	Vendor Name	Amount
02/18/2020	184605	TRACTOR SUPPLY COMPANY	59.99
02/18/2020	184606	TRANE U.S. INC	557.00
02/18/2020	184607	TRANSUNION RISK & ALTERNATIVE	75.00
02/18/2020	184608	TRAVIS ERBY	98.00
02/18/2020	184609	ULLIANCE	1,046.40
02/18/2020	184610	UNIFIRST CORPORATION	407.93
02/18/2020	184611	UNIVERSITY TRANSLATORS	275.88
02/18/2020	184612	VAN BUREN SCHOOL DISTRICT	1,975.59
02/18/2020	184613	VERIZON CONNECT NWF, INC.	64.76
02/18/2020	184614	VICTORY LANE	118.65
02/18/2020	184615	WASHTENAW COMMUNITY COLLEGE#	808.71
02/18/2020	184616	WASHTENAW COUNTY LEGAL NEWS	275.00
02/18/2020	184617	WASHTENAW COUNTY TREASURER	4,597.50
02/18/2020	184618	WASHTENAW COUNTY TREASURER#	2,956.71
02/18/2020	184619	WASHTENAW INTERMEDIATE	139.78
02/18/2020	184620	WAYNE ISD	1,149.84
02/18/2020	184621	WOLVERINE FREIGHTLINER	100.00
02/18/2020	184622	YPSILANTI ACE HARDWARE	17.99
02/18/2020	184623	YPSILANTI COMMUNITY SCHOOLS - YP	357.84
02/18/2020	184624	YPSILANTI DISTRICT LIBRARY	681.87
02/18/2020	184625	YPSILANTI TOWNSHIP PETTY CASH	104.19
02/18/2020	184626	ZEP SALES & SERVICE	364.29

AP TOTALS:

Total of 100 Checks:	256,741.18
Less 0 Void Checks:	0.00
Total of 100 Disbursements:	256,741.18

Check Date	Check	Vendor Name	Amount
Bank AP AP			
01/29/2020	184514	BLUE CROSS BLUE SHIELD OF MI	192,032.34
01/29/2020	184515	BLUE CROSS BLUE SHIELD OF MI	31,811.74
01/29/2020	184516	DEARBORN NATIONAL LIFE INSURANCE	2,569.98
01/29/2020	184517	DEARBORN NATIONAL LIFE INSURANCE	2,036.48
01/29/2020	184518	DELTA DENTAL PLAN OF MICHIGAN	12,157.21
01/29/2020	184519	VISION SERVICE PLAN	3,246.53
02/05/2020	184520	AT & T	259.96
02/05/2020	184521	AT & T	44.28
02/05/2020	184522	COMCAST CABLE	191.81
02/05/2020	184523	DTE ENERGY**	72,284.73
02/05/2020	184524	GUARDIAN ALARM	500.46
02/05/2020	184525	WASTE MANAGEMENT	144.20
02/11/2020	184526	PRINCESS OLETA PHIFER	18.00

AP TOTALS:

Total of 13 Checks:	317,297.72
Less 0 Void Checks:	0.00
Total of 13 Disbursements:	<u>317,297.72</u>



Check Date	Check	Vendor Name	Description	Amount
Bank CARDS COMERICA COMMERICAL CARD				
02/18/2020	53(E)	COMERICA BANK	TICKETS FOR ANNUAL MEETING	225.00
			CONFERENCE REGISTRATION FOR MONICA ROSS-	485.00
			SUPPLIES FOR DADDY DAUGHTER DANCE	83.25
			SUPPLIES FOR DADDY DAUGHTER DANCE	136.82
			HID PROXCARD II 1326 CLAMSHELL (100)	238.50
			RENEWAL FOR CAREER TRACK FOR 2020 TRAINI	2,786.00
			LAPTOP BACKPACK	79.71
			CPR WALLET CARDS FOR WORKSHOP	16.64
			ASHRAE 15-2019 (PKG. W/34-2019)	163.00
			RECOMMENDED PRACTICES FOR SAFETY AND HEA	190.00
			9110 FAWN DR CAMERA	375.15
			REPLACEMENT THUMB PLATE	457.63
			CERTIFICATION EXAMINATION - CER	60.00
			MFIS MEMBERSHIP 2020	30.00
			MFIS WINTER EDUCATIONAL SEMINAR	390.00
			SSL CERTIFICATE	15.76
			SSL CERTIFICATE	15.76
			DOMAIN NAME TRANSFER	19.05
			YTOWNREC.ORG/COM DOMAIN	218.20
			SCREENCONNECT RENEWAL	816.00
			I-9 FORM UPDATE WEBINAR	145.00
			HOSTED ZIMBRA - PARK COMMISSION EMAIL	480.00
				<u>7,426.47</u>

CARDS TOTALS:

Total of 1 Checks:

Less 0 Void Checks:

Total of 1 Disbursements:

7,426.47

0.00

7,426.47

OFFICE OF THE TREASURER  
LARRY J. DOE



MONTHLY TREASURER'S REPORT  
JANUARY 1, 2020 THROUGH JANUARY 31, 2020

<u>Account Name</u>	<u>Beginning Balance</u>	<u>Cash Receipts</u>	<u>Cash Disbursements</u>	<u>Ending Balance</u>
101 - General Fund	4,654,264.11	1,243,138.16	1,694,695.01	4,202,707.26
101 - Payroll	111,611.79	928,653.19	904,979.96	135,285.02
101 - Willow Run Escrow	145,004.57	0.00	0.00	145,004.57
206 - Fire Department	320,756.50	654.39	296,935.66	24,475.23
208 - Parks Fund	28,160.27	34.34	308.28	27,886.33
212 - Roads/Bike Path/Rec/General Fund	377,109.24	4,395.45	30,473.24	351,031.45
226 - Environmental Services	1,412,761.50	2,042.58	214,245.37	1,200,558.71
230 - Recreation	94,756.32	43,901.39	37,040.55	101,617.16
236 - 14-B District Court	187,173.07	68,809.75	152,404.21	103,578.61
244 - Economic Development	70,212.09	86.45	0.00	70,298.54
248 - Rental Inspections	260,372.26	47,426.70	233.48	307,565.48
249 - Building Department Fund	1,417,420.19	68,974.62	42,449.16	1,443,945.65
250 - LDFA Tax	27,398.59	33.76	0.00	27,432.35
252 - Hydro Station Fund	573,945.32	55,411.29	15,646.36	613,710.25
266 - Law Enforcement Fund	2,932,219.64	3,683.80	615,975.20	2,319,928.24
398 - LDFA 2006 Bonds	220,461.52	271.22	0.00	220,732.74
584 - Green Oaks Golf Course	150,061.08	168.41	26,584.36	123,645.13
590 - Compost Site	708,897.96	17,718.26	22,814.41	703,801.81
595 - Motor Pool	197,293.43	263.24	3,540.64	194,016.03
701 - General Tax Collection	32,824.38	2,869.28	0.00	35,693.66
703 - Current Tax Collections	14,191,382.18	4,501,431.96	4,380,979.40	14,311,834.74
707 - Bonds & Escrow/GreenTop	1,082,344.51	64,573.33	0.00	1,146,917.84
708 - Fire Withholding Bonds	51,989.28	0.00	0.00	51,989.28
893 - Nuisance Abatement Fund	84,435.52	1,239.77	409.14	85,266.15
<b>GRAND TOTAL</b>	<b><u>29,332,855.31</u></b>	<b><u>7,055,781.34</u></b>	<b><u>8,439,714.43</u></b>	<b><u>27,948,922.22</u></b>

# ATTORNEY REPORT

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GENERAL LEGAL UPDATE

# **NEW BUSINESS**

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# CHARTER TOWNSHIP OF YPSILANTI

## RESOLUTION 2020-01

### ADOPTION OF UPDATED MASTER PLAN

**Whereas**, Ypsilanti Township has in the past adopted a Master Plan containing standards, objectives, priorities, recommendations for future growth and development within Ypsilanti Township; and

**Whereas**, the Master Plan has been periodically reviewed and updated to ensure that it reflects the current vision for growth and development within Ypsilanti Township; and

**WHEREAS**, the Charter Township of Ypsilanti Planning Commission with the assistance of the Township's planning consultants, Carlisle and Wortman, has revised the Township's Master Plan focusing on the long term (2040) human, environmental and economic health of the Township; and

**WHEREAS**, the Charter Township of Ypsilanti Planning Commission, on November 26, 2019, voted to recommend the Township Board, approve the 2040 Ypsilanti Township Master Plan; and

**Whereas**, the Charter Township of Ypsilanti Board has reviewed the proposed 2040 Ypsilanti Township Master Plan;

**Now therefore, be it resolved**, that the 2040 Ypsilanti Township Master Plan, the official copy of which is on file with the Ypsilanti Township Clerk, is hereby adopted. The adoption of the 2040 Ypsilanti Township Master Plan supersedes previous master plans adopted by the Township Board.

# CHARTER TOWNSHIP OF YPSILANTI

## OFFICE OF COMMUNITY STANDARDS

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

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To: Karen Lovejoy Roe, Clerk  
From: Jason Iacoangeli AICP, Planning Director  
Megan Masson-Minock AICP, Planning Consultant  
Re: **Request to approve and adopt the Ypsilanti Township 2040 Master Plan.**  
Copy: McLain & Winters, Township Attorneys  
Date: February 7, 2020

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### Background

Please be advised that on the evening of November 26, 2019, the Planning Commission considered the recommendation of approval of the draft Ypsilanti Township 2040 Master Plan to the Township Board of Trustees. The Planning Commission recorded the following:

***A motion was made by Commissioner Eldridge, supported by Commissioner Richie to recommend to move forward the Township 2040 Master Plan to the Township Board for the recommendation of approval.***

***The motion carried as follows:***

***Iacoangeli: Yes    Peterson: Yes    Sinkule: Yes    Eldridge: Yes    Tawakkul: Yes    Krieg: Yes    Richie: Yes***

The minutes from the November 26, 2019 Planning Commission are attached.

### Master Plan Approval Process

The Ypsilanti Township 2040 process started in the summer of 2018 and has resulted in a draft Master Plan that was released for review to the public on September 17, 2019. The draft plan has been reviewed by the Ypsilanti Township 2040 Steering Committee, the Development Committee, the Planning Commission, the Township Board, and the public.

The draft Master Plan is attached. The Michigan Planning Enabling Act requires the following steps be taken to approve the Master Plan:

1. *Review and comment by the Township Board:* After review, the Township Board may send comments to the Planning Commission for revision or approve the draft plan for distribution to adjacent municipalities, Washtenaw County, and public utilities. -**COMPLETED**

## CHARTER TOWNSHIP OF YPSILANTI

2. *Review by Adjacent Municipalities, Washtenaw County and Public Utilities:* The Michigan Planning Enabling Act mandates a 63-day period for review and comment adjacent municipalities, the county and public utilities. Comments are advisory only. -**COMPLETED**
3. *Public Hearing by Planning Commission:* After the 63-day review period, the Planning Commission must hold at least one public hearing. -**COMPLETED**
4. *Recommendation by Planning Commission:* The Planning Commission, after the public hearing, approves the draft Master Plan and asks the Township Board to adopt the plan. - **COMPLETED**
5. *Adoption by the Township Board:* The Township Board would either approve or reject the proposed Master Plan. If approved, the Master Plan would be adopted. If rejected, the Township Board would send a statement of objections. The Planning Commission would then make revisions and begin the approval process again with a public hearing.

We have included a Resolution of Adoption that was drafted by the Township Attorney McLain for your consideration and use for formal adoption.

We respectfully request that you place this information packet on **February 18, 2020** Board of Trustees meeting agenda for its consideration. Please contact us with questions or concerns.

**CHARTER TOWNSHIP OF YPSILANTI  
PLANNING COMMISSION  
MINUTES OF THE NOVEMBER 26, 2019 REGULAR MEETING**

Chair Jason Iacoangeli called the regular meeting to order at 6:30 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, Laurence Krieg, Sally Richie and Muddasar Tawakkul and Stan Eldridge

Commissioners Absent: None

Others in Attendance: Dennis McLain, Township Attorney; Megan Masson-Minock, Carlisle-Wortman Associates; Charlotte Wilson, Planning and Development Coordinator

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. APPROVAL OF THE NOVEMBER 12, 2019 REGULAR MEETING MINUTES**

**A motion was made by Commissioner Peterson supported by Commissioner Sinkule to approve the minutes of the November 12, 2019 Regular Meeting. The motion carried with Commissioner Tawakkul abstaining.**

**4. APPROVAL OF AGENDA**

**A motion was made by Commissioner Eldridge supported by Commissioner Krieg to approve the agenda. The motion carried unanimously.**

**5. PUBLIC HEARINGS AND PLAN REVIEW**

**A. PUBLIC HEARING – YPSILANTI TOWNSHIP 2040 MASTER PLAN – TO  
CONSIDER RECOMMENDING TO THE TOWNSHIP BOARD OF TRUSTEES  
THE YPSILANTI TOWNSHIP 2040 MASTER PLAN.**

Megan Masson-Minock, Carlisle-Wortman Associates, gave an overview of the plan and its history for the general public in attendance. She said the Master Plan has been community led and thanked the Steering Committee for their help. She discussed the future land use plan and map along with the catalyst projects. She said the Master Plan was the foundation for work to come especially the zoning ordinance.

**The public hearing opened at 6:50 pm**

JoAnn McCollum, 1900 Tyler Road, said she is on the Steering Committee and the process has been very positive. She said she is proud of the work that has been done and of the plan.

Deborah Goring, 6098 Eagle Trace Drive, asked what would happen if residents changed or damaged the mandatory wetlands areas. She said behind her house residents blocked a wetlands area which has caused flooding on Textile Road.

Commissioner Iacoangeli said Township staff could help with her particular issue. He said the plan was very broad and did not go into detail about specific problems.

Paula and Robert Sawitski said they have been residents for 5 years and moved here because of the green space and agricultural areas. Ms. Sawitski said they were part of the Steering Committee, it was a great experience and they love living in the Township.

Ann Cassidy, 885 Cliffs Drive #204, said she attended several planning process meetings and was impressed with the seriousness of the endeavor, the scope and resident interest. She said Gault Village is a major area of concern and appreciates all



the thought that is going into the issue. She was also impressed by the desire to preserve agriculture and is looking forward to the future.

**The public hearing closed at 7:01 pm**

Commissioner Eldridge asked Ms. Goring to stay after the meeting so he could direct her to the appropriate personnel. He thanked the Steering Committee members, Ms. Masson-Minock, Charlotte Wilson and Ben Carlisle on behalf of the Township Board of Trustees. He told Ms. Cassidy they were working on Gault Village along with the Township attorney on a daily basis.

Commissioner Krieg also thanked the Steering Committee members, the Township staff and Carlisle-Wortman staff.

**A motion was made by Commissioner Eldridge, supported by Commissioner Richie to recommend to move forward the Township 2040 Master Plan to the Township Board for the recommendation of approval.**

**The motion carried as follows:**

**Iacoangeli: Yes    Peterson: Yes    Sinkule: Yes    Eldridge: Yes    Tawakkul:  
Yes    Krieg: Yes    Richie: Yes**

Ms. Masson-Minock said she would like permission to update any typographical errors in the plan before presenting it to the Township Board.

The Commissioners agreed.

Commissioner Iacoangeli thanked Ms. Masson-Minock, Carlisle-Wortman staff, Charlotte Wilson and the public.

**6. OLD BUSINESS**

None

**7. NEW BUSINESS**

**A. YPSILANTI TOWNSHIP NON-MOTORIZED PLAN – TO PROVIDE AN  
UPDATE ON THE DRAFT NON-MOTORIZED PLAN.**

Ms. Masson-Minock gave an overview of the steps that would be taken in order to approve the plan. She noted the main funding ends December 31, 2019. She said the plan looks at the network for walking, biking and anything else without a motor. She referenced a map of the Township and pointed out dangerous intersections, types of routes and key connection points. The vision of the plan is to make the utilization of non-motorized transportation a safer, easier and more enjoyable alternative for residents as they go about their daily lives. She said first routes are connections in, through and within the Township. Secondary routes are meant to bring people to the primary routes. Tertiary routes form loops. She talked about a water trail on Ford Lake with boat launches that connect to routes. Goals include network development, regulations, maintenance, education and funding coordination and implementation. She said if it is not in the plan it will be hard to fund. She talked about actions that included adopting a complete street ordinance which is where the Township includes non-motorized transit in everything that is done and it would be adopted into all other plans. She also said sidewalk and street standards would be updated and signage for pedestrians, cyclists and vehicles. In addition a map would be published showing all pathways and sidewalks. She said a safety and education campaign would be launched. The plan recommends creating an advisory committee that would meet and continue to gather data once the plan is in place and to continue coordinating with adjacent communities on non-motorized projects.

**Charter Township Of Ypsilanti  
Planning Commission Regular Meeting Minutes  
November 26, 2019  
Page 3**

Commissioner Tawakkul asked if lighting was taken into account, especially for bike paths.

Ms. Masson-Minock said no, there were lighting standards for roads but most of the roads were owned by Washtenaw County Road Commission or Michigan Department of Transportation and they only light for vehicles. She said she would discuss this with the landscape architect at Carlisle Wortman Associates.

Commissioner Krieg stated he was impressed by the breadth of the plan and commended everyone who worked on it. He said the Township maps have Van Buren Township to the north which is incorrect. He also thought the plan should have a special focus on schools and noted several schools were not on the map.

Ms. Masson-Minock said the Safe Routes to School program deals directly with schools and said it was mentioned in the report.

Commissioner Krieg said they needed to be more ambitious with the plan and for example, should tell Washtenaw County Road Commission that they need to make sure their roads are safe for cyclists at night. He mentioned during his recent travels he noticed money was invested in pedestrian infrastructure in good communities. He then brought up snow removal and maintenance and said there needed to be a plan so the paths could be used year round.

Commissioner Richie gave an example of where the skywalk across Ecorse Road was removed and a crosswalk installed instead. She said there was no signage stating by law a vehicle must stop for pedestrians at the crosswalk and when she called Washtenaw County Road Commission to request one they told her they could not install one.

Commissioner Eldridge said a light inventory should be on file and the Board of Trustees just approved \$100,000 for LED changeovers which should make the lights brighter. He said the City of Ypsilanti would be eliminating the dam at Leforge Road which would possible effect the waterways portion of the plan. He said they have also looked at both heated walkways and snow removal but it would be difficult to ask residents to maintain their walkways when the Township would be unable to do the same in the same timeframe.

Commissioner Iacoangeli suggested if anyone else had comments they could be shared via email.

## **8. OPEN DISCUSSION FOR ISSUES NOT ON THE AGENDA**

### **A. CORRESPONDENCE RECEIVED**

Michigan Association of Planning's *Michigan Planner* magazine, September-October 2019

### **B. PLANNING COMMISSION MEMBERS**

None

### **C. MEMBERS OF THE AUDIENCE**

JoAnn McCollum, 1900 Tyler Road, said many vehicles use the bike lane when making right turns and it is a problem.

A resident said in several locations there are no sidewalks for children to get from their neighborhood to school.

## **9. TOWNSHIP BOARD REPRESENTATIVE REPORT**

Commissioner Eldridge said the repairs to Grove Road are almost finished. He said there is going to be an overhaul of US-12 shortly. Also at the last meeting they approved purchasing new 96 gallon containers for trash for each home. In 2020 each address will have one as well. If a resident is already renting one they can turn it in for a refund. A new trash ordinance is being drafted stating all garbage has to go inside the container with the lid closed. The Fire Department received 2 new trucks and a new contract was signed with the firefighters.

**10. ZONING BOARD OF APPEALS REPRESENTATIVE REPORT**

None

**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 Eldridge to adjourn the meeting. The motion carried unanimously.**

The meeting was adjourned at approximately 7:50 pm

Respectfully submitted,  
Laura Gough  
OCS Clerk

Reviewed and recommended for approval

Laurence J. Krieg, Secretary  
Planning Commission



**Ypsilanti  
Township**  
———— 2040  
**Master Plan**

DRAFT: JANUARY 28, 2020  
ADOPTED: XXXXXXXX



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# ACKNOWLEDGMENTS

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## TOWNSHIP BOARD OF TRUSTEES

Brenda Stumbo, Supervisor

Karen Lovejoy Roe, Clerk

Larry Doe, Treasurer

Stan Eldridge, Trustee

Heather Jarrell Roe, Trustee

Monica Ross-Williams, Trustee

Jimmie Wilson Jr., Trustee

## PLANNING COMMISSION

Jason Iacoangeli, Chair

Sally Richie, Vice Chair

Laurence Krieg, Secretary

Stan Eldridge

Gloria Peterson

Bill Sinkule

Muddasar Tawakkul

## YPSILANTI TOWNSHIP STEERING COMMITTEE

Paula C. Drummond

Morgan Foreman

Jason Iacoangeli

Derrick Jackson

Karen Lovejoy Roe

Joann McCullum

Paula Sawitski

Robert Sawitski

Dave Streeter

Alida Westman

## STAFF

Charlotte Wilson, Planning and  
Development Coordinator

Crystal Campbell, Community  
Engagement Coordinator

Sara Jo Shipley, Economic  
Development Director

Rebecca Baker, Web Content  
and Design Manager

with assistance from



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# 1: INTRODUCTION



**Ypsilanti Township is the most populous township in Washtenaw County and home to historic neighborhoods, a diverse economic base, agricultural lands, and quality recreational and open space area.** The region and township has recently persevered through a global recession which has resulted in demographic shifts, community desires, and land use challenges that require a new focus to guide investment, development, and growth. Recognizing these changes, the Township initiated a comprehensive process to update the Township Master Plan. In the fall of 2018, the Charter Township of Ypsilanti launched a community-based, master plan process called Ypsilanti Township 2040. Based on a shared community vision and analysis of current demographic and market data, this document is the resulting policy road map for land use, development, reinvestment, transportation and housing. Each chapter of the Master Plan has been written to be read on its own, as well as a part of the larger whole.

The Master Plan is organized as follows:

### **1: INTRODUCTION**

Chapter 1 describes the purpose of a Master Plan, the process used to develop the plan, and the location and history of Ypsilanti Township.

### **2: CATALYST PROJECTS**

Chapter 2 highlights the five catalyst projects needed to implement the Ypsilanti Township 2040 Master Plan: Comprehensive Rewrite of the Zoning Ordinance, a Healthy Neighborhood Program, the extension of Wiard Road to East Michigan Avenue, Open Space and Agriculture Preservation, and Social and Cultural Presence. For each project, descriptions, impact and details are included.

### **3: COMMUNITY PROFILE**

Chapter 3 describes Ypsilanti Township's land, people, housing, and transportation with the most up-to-date data available. The chapter shows the diversity of the Township in terms of people and land use, the impact of the recession on housing as well as transportation challenges.

### **4: VISION, MISSION AND GOALS**

Chapter 4 is the framework of the Master Plan. The vision is for Ypsilanti Township to be a thriving community of healthy and sustaining neighborhoods, lasting livelihoods and great places. The mission of the Township

is to proactively preserve and build great neighborhoods, jobs and community places, making Ypsilanti Township one of the healthiest communities in Michigan. Goals and objectives are organized by the building blocks of the community: neighborhoods, jobs and places.

### **5: NEIGHBORHOODS**

Chapter 5 describes the goals and strategies to preserve and create great neighborhoods. Goals range from increased safety to reinvestment in neighborhoods to more transportation options.

### **6: JOBS**

Chapter 6 details goals and strategies to support entrepreneurs and cutting-edge firms alike to create jobs with lasting livelihoods and build a 21st Century workforce. Tactics include small business support, job training and strategic development, including the continued redevelopment of the Willow Run Bomber site.

### **7: PLACES**

Chapter 7 lists the goals and strategies to create great places to work, play and live in Ypsilanti Township. Strategies include the development of the Township Core, open space and agriculture preservation, corridor reinvestment and arts and culture in daily life.

### **8: FUTURE LAND USE**

Chapter 8 lays out how the vision and goals of the Master Plan will become a reality in the form of new buildings and homes, reinvestment in neighborhoods and corridors and preservation of open space and agriculture. For each of the eight thematic future land use categories, the chapter describes the intent, land uses and design concepts and considerations.

### **9: IMPLEMENTATION**

Chapter 9 compiles the strategies for identified goals and breaks out actions by time frame. The introduction lists potential partners and funding sources. The chapter ends with a comprehensive implementation table.

### **10: SPECIAL AREA PLANS**

Chapter 10 contains special area plans developed during the Master Plan process: the former Willow Run Bomber Plant and surrounding area, the Township Core, and the Gault Village shopping center.

### **11: APPENDIX**

The appendix contains results from the 2018 survey, demographic information, reports from community engagement events, and neighborhood reports.



## WHAT IS A MASTER PLAN?

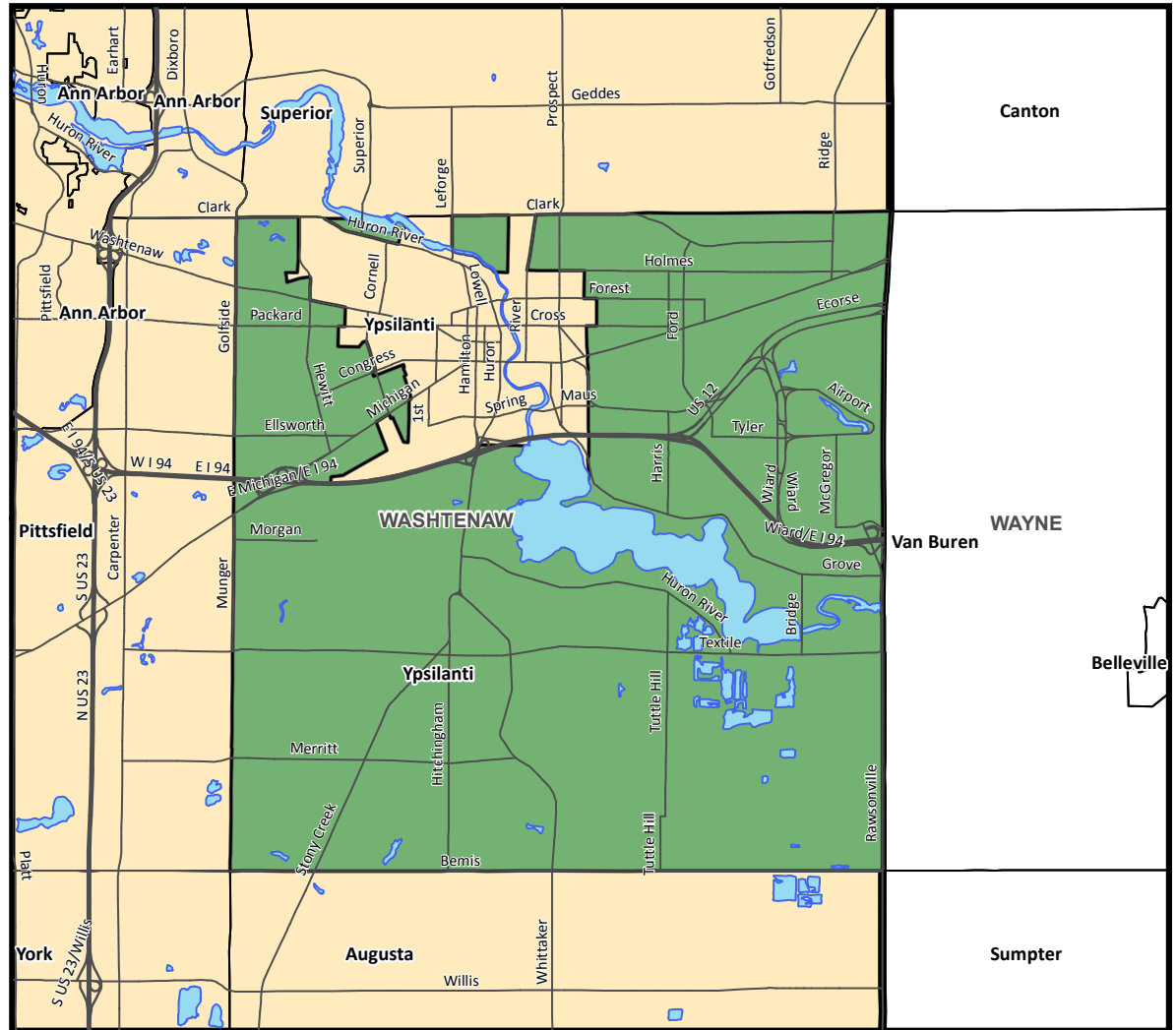
**The Master Plan is the Township's official statement of the goals and policies and a single, comprehensive view for the community's future.** In addition, the Master Plan serves many functions and is to be used in a variety of ways including, but not limited to, the following:

- The Master Plan is an aid in daily decision making. The goals and strategies in the Master Plan guide Township staff, the Planning Commission, and Township Board in their deliberations on zoning, economic development, transportation improvements, capital investment, and other matters relating to land use and development.
- The Master Plan coordinates public improvements and private development. For example, public investments such as road improvements should be located in areas identified in the Master Plan as having the greatest benefit to the Township and its residents.
- The Master Plan is an educational tool and gives citizens, property owners, developers, and adjacent communities a clear indication of the Township's direction for the future.
- The Master Plan provides the statutory foundation upon which zoning decisions are based. The Michigan Zoning Enabling Act (P.A. 110 of 2006, as amended) requires that the zoning ordinance be based on a plan.



## LOCATION

Ypsilanti Charter Township is strategically located in eastern Washtenaw County. Almost thirty-two square miles in area, it is approximately 36 miles from downtown Detroit and 21 miles from Detroit Metro Airport. I-94 traverses the Township in an east/west direction with three interchanges at Michigan Avenue, Huron Street, and Rawsonville Road. US-23, I-94 and I-275 provide excellent north-south access and are a short drive from all portions of the Township. In close proximity to Ann Arbor, Ypsilanti Township is strategically located within the metropolitan Detroit region.



- Ypsilanti Township
- Washtenaw County

### **YPSILANTI TOWNSHIP REGIONAL LOCATION**

Ypsilanti Township, Washtenaw County

Carlisle/Wortman Associates  
March 13, 2018

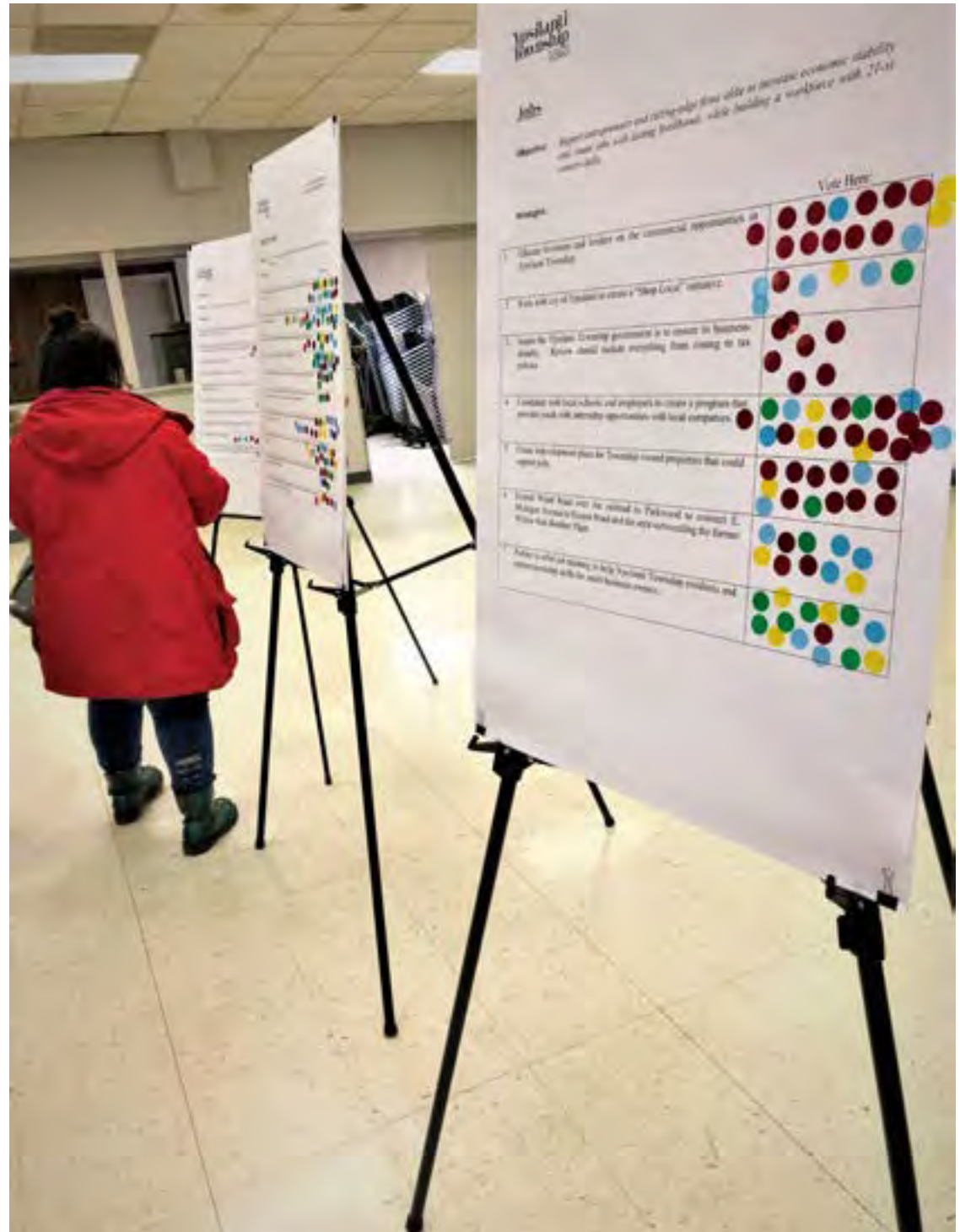


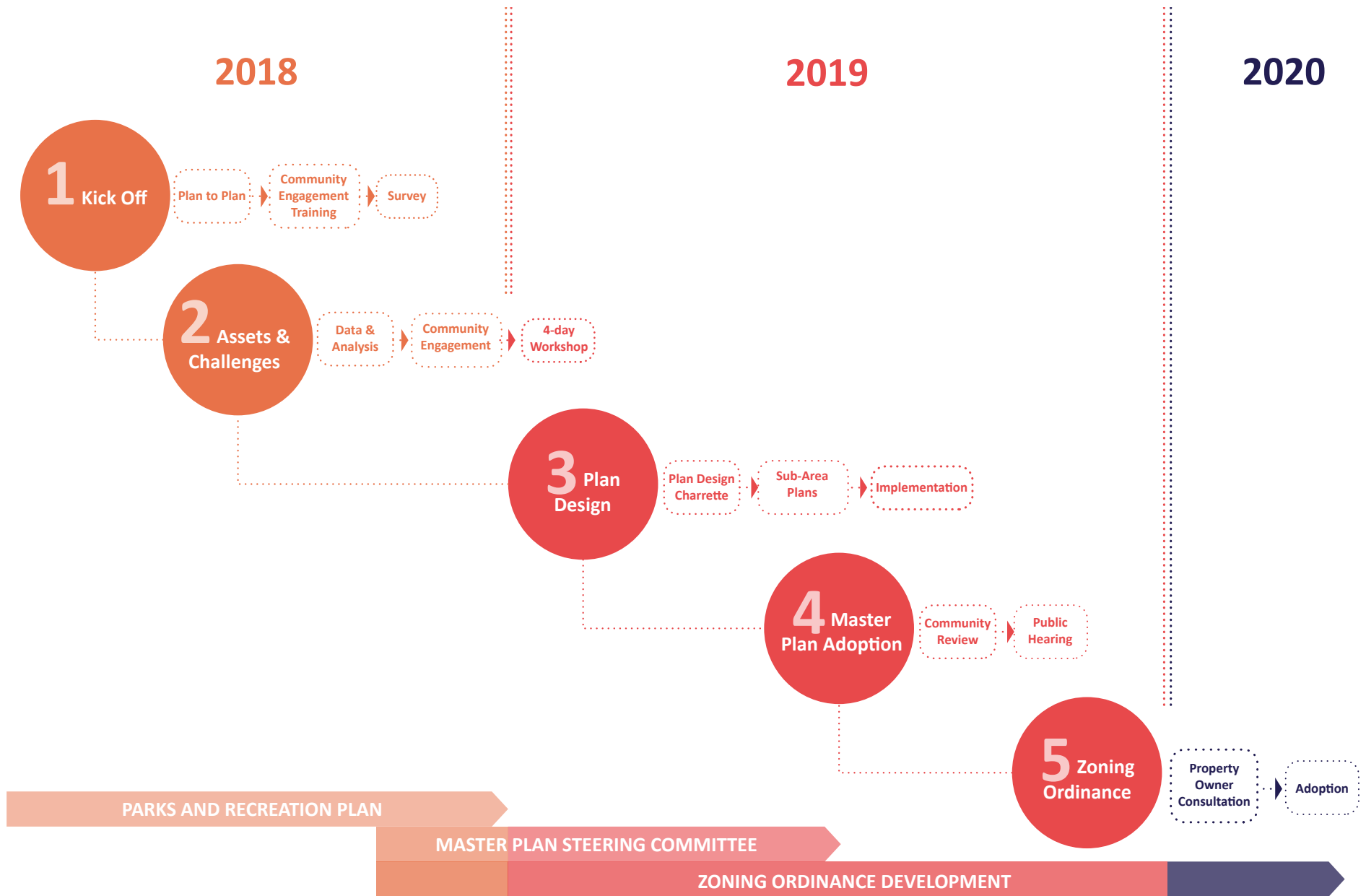
## PROCESS

The master plan process was based on community engagement and current data. The process diagram on page 5 outlines the Master Plan process as part of the Ypsilanti Township 2040 effort.

The Master Plan process started in August 2018 and continued through the beginning of 2020. The process reached hundreds of Ypsilanti Township residents, workers and business owners through a project website, social media, a statistically valid survey, two multi-day workshops, community meetings, presentations to appointed and elected officials and attendance at dozens of neighborhood meetings.

Every part of the Master Plan's vision, mission, goals and strategies were influenced or directly attributed by community participants.







# COMMUNITY ENGAGEMENT



## STEERING COMMITTEE

In the fall of 2018, a steering committee of 10 residents representing the racial, economic and geographic diversity of Ypsilanti Township was established to guide the community engagement process and build consensus around the Master Plan. The Committee included neighborhood watch leaders, a retired professor from Eastern Michigan, owners of a recently established vineyard, a public middle school teacher, the Township Clerk, the Township Planning Commission chair, the chair of the Park Commission, an officer with the Washtenaw County Sheriff and a librarian with the Ypsilanti District Library.

The steering committee directed the Master Plan's vision, mission, goals special area plans, and strategies.



## COMMUNITY SURVEY

A statistically valid survey was conducted in September and October 2018 by Cobalt Community Research. Over 500 Township residents and business owners responded to the survey both online and through mail. The goals of the survey were to inform planning decisions during the master plan process, compare resident perceptions to the baseline of service levels measured in 2009, compare Township performance to Cobalt's state, regional and national benchmarks and to continue a baseline to help demonstrate future improvements in programs and services over time. Data was analyzed on census tract and neighborhood levels as well as by school district. The survey is referenced throughout the Master Plan and results are in the appendix.



## OCTOBER 2018 MASTER PLAN WORKSHOP

During the four-day workshop, nearly 200 unique visitors attended one or more of the community meetings, open studios, and tours to discuss the current state and future of Ypsilanti Township. In the open studio, participants shared what they liked, wanted to see improved or changed in their neighborhoods. Tours occurred at Gault Village Shopping Center, three local farms and the newly opened autonomous vehicle testing center, American Center for Mobility. Other events included a happy hour at a local Kombucha distillery, a resident panel sharing stories and memories of the Township and a closing celebration. A summary report is in the appendix. The community identified six themes during the workshop that formed the basis for the catalyst projects, special area plans and goals of the master plan.

*During the Master Planning process, over 1,000 unique community interactions happened.*



### **NEIGHBORHOOD WATCH MEETINGS AND GROCERY STORE VISITS**

The consultant team and Township staff visited two local grocery stores at peak shopping times to ask what people liked, wanted to improve or change and what was missing in Ypsilanti Township. After the October Master Plan Workshop, consultants visited 15 regular Neighborhood Watch meetings to share and confirm what had been shared about each group's neighborhood. Residents' opinions directly influenced what strategies were tested at the February 2019 Master Plan Workshop.



### **FEBRUARY 2019 MASTER PLAN WORKSHOP**

Throughout the three-day workshop, over 60 unique visitors attended one or more of the open studios and a pancake breakfast. During the open studio, visitors provided input on the viability of 44 strategies, grouped around issues of neighborhoods, jobs and places. From the data gathered at the open studio, the strategies were narrowed down to 27 items presented at the pancake breakfast. The breakfast attendees were asked to vote on three strategies which they believed should be the focus of the master plan. The strategies formed the actions in the implementation chapter of the Master Plan.



### **COMMUNITY PRESENTATIONS**

Over forty individuals attended the Master Plan reveal event which was held at the Ypsilanti District Library Whittaker Road Branch in April 2019. The evening included a presentation by the consultant team, input and dialogue from attendees, attendee voting on the five catalyst projects, and concluded with an Open House with one-on-one interaction.

During the approval process, presentations on the Master Plan were given to the Steering Committee, Planning Commission and Township Board as well as at some Neighborhood Watch Meetings.

# COMMUNITY HISTORY



## EARLY BEGINNING

Ypsilanti Township's rich history began with the Great Sauk Trail which became Michigan Avenue/ US-12 Highway. The trail crossed the Huron River in the area that would become Ypsilanti Township. In 1809, a trading post was built for trade between French explorers and Native Americans.

Several Native American tribes, namely the Ottawa, Chippewa and Potawatomi, resided and formed alliances in the area. The first European settlers came to the area in 1823.



## YPSILANTI AREA ESTABLISHED

In the early 1800's, Ypsilanti Township and the City of Ypsilanti were established in 1827 and 1832, respectively. The area was named after the Greek patriot, General Demetrius Ypsilanti.

The Michigan Central Railway was laid from Detroit to Ypsilanti in 1838, bringing the lumber business. As forests were cut, the Township went from frontier to farmland. A one-room school opened its doors on Rawsonville Road in 1834. While the nearby cities of Ann Arbor and Ypsilanti became homes to universities, the Township remained a quiet rural community of farms and villages until the early 1900's.



## MANUFACTURING AND THE ARSENAL OF DEMOCRACY

In 1932, Henry Ford developed a dam to produce power for his automotive manufacturing plant in Ypsilanti, creating Ford Lake. Due to the lack of U.S. aircraft manufacturing facilities, Ford Motor Company acquired an unincorporated part of the township known as Willow Run Village in 1941. In 1943, the Willow Run Bomber Plant was completed and employed 42,000 people. During its first two years of operation, the facility ran 24-hours a day and produced over 8,800 aircraft. Willow Run Village was built to house and provide services to the thousands of workers coming from across the country, eventually home to more than 15,000 people. The stretch of Interstate-94 between Detroit and Willow Run was built to bring workers and supplies to the bomber plant.

The factory, interstate and Village fundamentally changed the diversity of the Township's population and shifted its economy from agriculture to manufacturing.



## POST-WORLD WAR II EMPLOYMENT SHIFT

After the war, the bomber plant began manufacturing Kaiser-Frazer automobiles, then produced transmissions and other powertrain components for General Motors. The auto industry provided employment for Ypsilanti Township residents well into the 1980's.

By 2000, only 36% of Ypsilanti Township's population was employed in the manufacturing industry. Recognizing this shift, the Township began to prioritize new forms of industrial development in the 1990's, including research and technology.



## HOUSING BOOM

Another significant trend in the 1970s and into the early 1990's was the popularization of single-family-residential homes in planned subdivisions. Single family homes in the township increased by 11% from 1970 to 1992. Much of the new single-family home construction occurred south of Textile Road.

With the housing boom, came spinoff developments to serve the growing population. These developments included roller rinks, bowling alleys, drive-in theaters, and baseball fields hand built by resident enthusiasts. The 1970's saw the construction of the Township Civic Center.



## RECESSION AND HOPE FOR THE FUTURE

The foreclosure crisis during the Great Recession posed serious challenges for Ypsilanti Township. In a revitalization strategy, the Township worked with Habitat for Humanity of Huron Valley in the West Willow, Gault Village, Sugarbrook and Holmes Road neighborhoods.

The closing of the General Motors plant in 2010 marked the end of automobile manufacturing at Willow Run. However, legacy of innovation at the plant continues with the operation of the American Center for Mobility (ACM), a testing and product development facility for automated vehicles and other mobility technologies. The 335-acre property opened in 2017.

Although its manufacturing legacy has remained, Ypsilanti Township has become known for historic neighborhoods, outdoor recreation and rural landscape.



## 2: CATALYST PROJECTS





## INTRODUCTION

Catalyst projects are public or private projects that will stimulate redevelopment of under utilized properties, create jobs, and stabilize neighborhoods. Each project has associated implementation steps and private investments. The measures of return on investment includes creation of jobs, increase in home ownership, crime reduction, increase in land value, improved transportation and access, and new housing units. These projects were selected to demonstrate a strong commitment from the Township to make positive, substantial changes for the community.

The catalyst projects described in this chapter are actions Ypsilanti Township should take in the next five years. Each of the following projects are vital to supporting the mission, vision and goals of the Master Plan:

- Comprehensive Rewrite of the Zoning Ordinance
- Healthy Neighborhood Program
- Extension of Wiard Road to East Michigan Avenue
- Open Space and Agriculture Preservation
- Social and Cultural Presence

A description, the impacts and details of each project are further described in this chapter.



## COMPREHENSIVE REWRITE TO ZONING ORDINANCE

A comprehensive update to the Zoning Ordinance is needed to implement numerous strategies in the Master Plan.

### IMPACT

An updated ordinance will establish the necessary regulations to revitalize corridors, preserve open space and agricultural areas, redevelop key sites including Gault Village and the Township Core (see Special Area Plans in Chapter 10), and promote economic development and job creation.

### DETAILS

Time Frame: Within one year of Master Plan adoption

Partners: Staff, Consultants

Funding: General Fund



## HEALTHY NEIGHBORHOOD PROGRAM

The Township will continue to focus resources and build on partnerships to implement a comprehensive healthy neighborhood program.

### IMPACT

A healthy neighborhood program will strengthen neighborhoods in the following ways: increasing home ownership; addressing neighborhood safety; prioritizing investment in infrastructure; providing healthy food access; enhancing indoor and outdoor recreation and exercise opportunities; and creating easy access to all forms of transportation and educational opportunities for both youth and adults.

### DETAILS

Time Frame: Program launch within two years of Master Plan adoption

Partners: County, Non-profit Organizations, Neighborhood Watch Associations, Community Partners

Funding: General Fund, Grants, Washtenaw County





## EXTENSION OF WIARD ROAD TO EAST MICHIGAN AVENUE

A road connection via Wiard Road directly connecting US-12 with E. Michigan Avenue is needed to unlock economic development potential on East Michigan Avenue and to link neighborhoods to daily needs.

The physical division of Michigan Avenue due to the railroad from Ecorse Road, Wiard Road, US-12, and I-94 creates neighborhood isolation and economic development limitations for the township.

### IMPACT

A north/south road connection directly connecting Wiard Road with Michigan Avenue would unlock significant development potential for E. Michigan Avenue, particularly for spinoff businesses wanting to locate close to the American Center for Mobility (ACM).

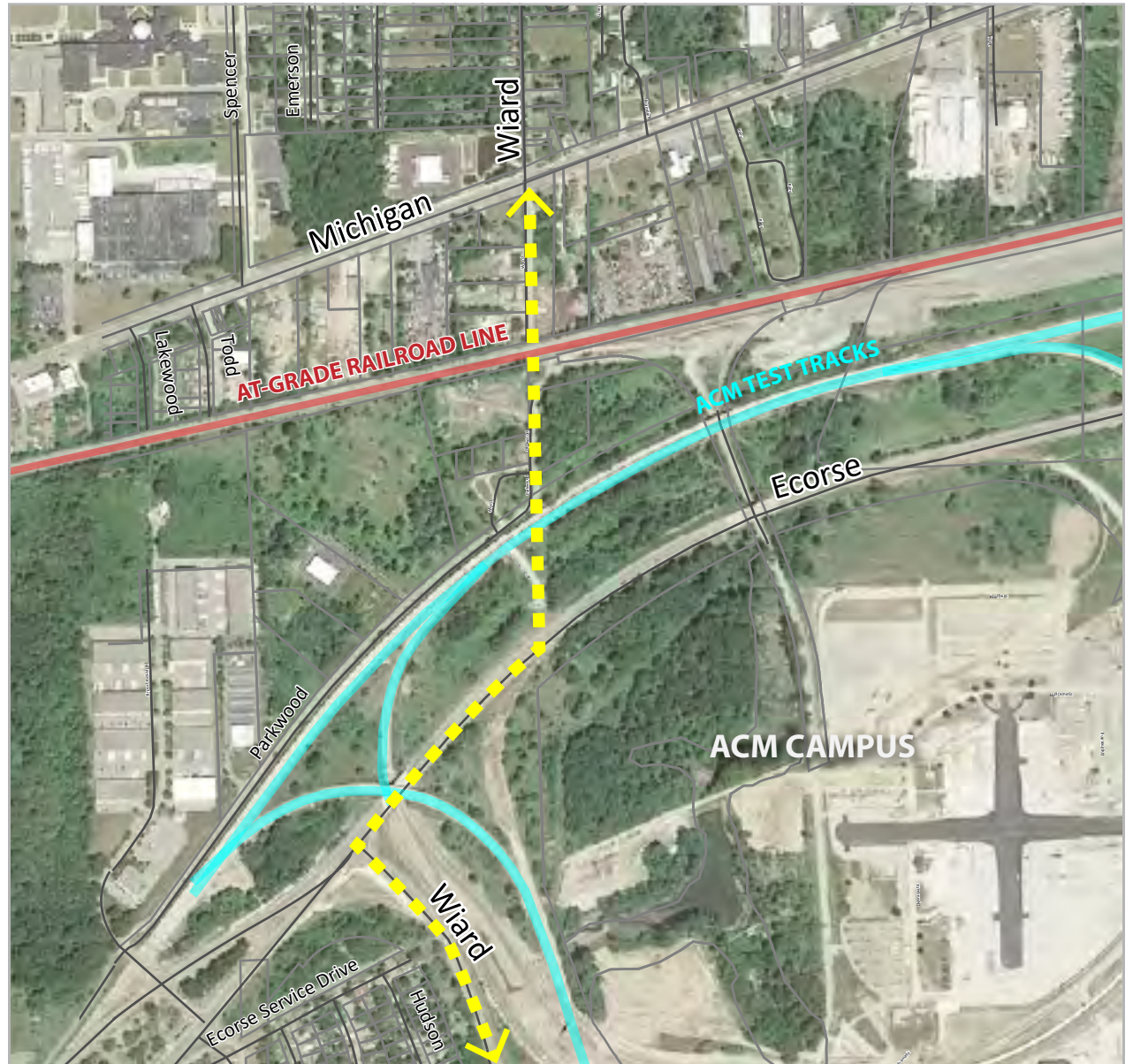
In addition, it provides a physical connection and eliminates isolation of both West Willow and the E. Michigan Avenue neighborhoods.

### DETAILS

Time Frame: Initiation should start within months of Master Plan adoption. Construction within 10 years.

Partners: State of Michigan, Washtenaw County, ACM, Yankee Air Museum, major employers, SPARK

Funding: Federal, State, Washtenaw County, and Local



## OPEN SPACE AND AGRICULTURE PRESERVATION

The Township will establish policies, regulations, and programs to conserve natural resources, and preserve open space and agricultural farm lands.

The southern end of the township has wetlands, woodlands, prairies and productive agricultural lands. In order to mitigate development pressures on these lands, the Township is committed to do the following: conduct a study of road and infrastructure capacity to determine density, partner with a land conservancy and other groups to offer financial incentives to preserve land and concentrate economic development resources on growing local food businesses, including farms; and assist in developing agritourism opportunities.

### IMPACT

Establishing policies, regulations, and programs will preserve open space, preserve and strengthen agriculture and specialized farm land, reduce development sprawl, protect valuable natural resources, and reduce infrastructure costs.

### DETAILS

Time Frame: Initiation should start within months of Master Plan adoption. Implementation within 5 years.

Partners: State of Michigan, Washtenaw County, Non-profit organizations

Funding: Grants, Federal, State, Washtenaw County (including Natural Areas Preservation Program), General Fund





## SOCIAL AND CULTURAL PRESENCE

The Township will proactively invest staff time and resources to increase its social and cultural presence in the community and the region. This effort will include developing and implementing a Township marketing program, continued investment in social media, creation of a public arts program, sponsorship of cultural events, and the creation, improvement and programming of public spaces.

### IMPACT

Proactively promoting the Township's social and cultural presence will create placemaking opportunities, improve residents' quality of life, provide increasing economic development opportunities, and positively lift the township's profile

### DETAILS

Time Frame: Within one year of adoption

Partners: Non-profit Organizations, Neighborhood Watch Associations

Funding: Grants, Washtenaw County, General Fund







# 3: COMMUNITY PROFILE



## INTRODUCTION

Ypsilanti Township has a rich mix of unique neighborhoods and land patterns, including urban, suburban and rural. The township is also one of the most diverse municipalities in Washtenaw County in terms of race, education levels and income. Due to its unique character, the analysis in this chapter is routinely broken down by the neighborhood groups shown on the map on page 21.

The Community Profile is shown in sections on existing land use, demographics, housing, transportation, diversity and geography. Sources used include:

- The U.S. Census
- The Southeastern Michigan Council of Governments (SEMCOG)
- Ypsilanti Township records
- A statistically significant survey of Township residents and businesses in the fall of 2018

Additional information from these sources as well as neighborhood-specific demographic profiles can be found in the appendix.

### **The data has several implications for the Master Plan:**

- Due to its diversity in population and land use, one-size fits all solutions for the township are not feasible.
- In the past twenty years, the amount of agricultural land has significantly decreased while new housing has increased. Without a policy change, this pattern will continue.
- Ypsilanti Township has and will continue to have one of the largest populations in Washtenaw County.
- When demographic data is examined at a census tract level, areas of the Township are very different from one another with shifts in demographic and economic conditions.
- The housing foreclosure crisis in the Great Recession affected every neighborhood in the Township and has shifted the ratio of owner-occupied to rental housing.
- Non-motorized transportation (sidewalks, bike paths and routes) and bus systems do not yet provide access for all Township residents to daily needs, recreation and job centers.
- The majority of Township residents in the workforce commute to jobs outside the Township's borders, including over 8,000 people going to work in Ann Arbor daily.

## NEIGHBORHOOD AREAS

The neighborhood areas are a best attempt to marry data linked to U.S. Census Tracts and commonly used neighborhood names. Since the geography is based on census tracts, neighborhoods that have different identities and characters were often grouped together. So, while some areas, like West Willow, are widely known, others areas, like those in the South District, do not have the same level of name recognition or identity.

### **Aspen Chase / Chestnut Lake**

*Northwest corner of township*

Multiple family residential including rental housing for Eastern Michigan students, office, recreation/ open space, and commercial. Includes the north side of Washtenaw Avenue.

### **Huron Heights**

*North portion of township*

Predominantly a multiple family residential area, often student housing, with a large concentration of open space. A small pocket of single-family residential is adjacent to the Huron River.

### **Lay Gardens / Holmes Road**

*Northwest corner of township*

Historically single-family residential neighborhoods (Appleridge, Bud/Blossom, Holmes Road and Lay Gardens) with multiple family residential (Huron Meadows, Clark Towers), institutional, office, recreation/ open space, and commercial uses. Includes East Michigan Avenue.

### **Hewitt Road / Westlawn / Stevens Park**

*West central portion of township*

The northern part is predominantly historic single-family residential neighborhoods (Hewitt Road, Stevens Park). The southern section includes a variety of uses including multiple family, office, institutional, and commercial.

### **Oaklawn / Hawthorne**

*North central portion of township*

Predominantly historic single-family residential neighborhoods (Oaklawn/Hawthorne, Thurston) with a mix of commercial and office uses on Ecorse Road.

### **West Willow**

*East central portion of township*

A historic, predominantly single-family neighborhood built as worker housing in the 1960's.

### **Willow Run**

*East portion of township*

Predominantly light industrial area, which includes Willow Run Airport, the American Center for Mobility, and Yankee Air Museum.

### **Sugarbrook**

*East central portion of township*

Neighborhoods, including Sugarbrook, Wingate Condominiums, and Rawsonville, consisting of predominantly single-family residential built post World War II.

### **Gault Village**

*Central portion of township*

A historic neighborhood consisting of predominantly single-family houses. Includes Gault Village Shopping Center.

### **Lakeview**

*Central portion of township, just north of Ford Lake*

Predominantly multiple-family residential area (Cliffs on the Bay and Lakeshore Apartments), oriented around Ford Lake.

### **South District / Schooner Cove**

*Central portion of township, just south of Ford Lake*

Includes a mix of single-family (Ford Lake Heights) and multiple-family (Schooner Cove) on Ford Lake.

### **South District / Pineview Area / Sherman Oaks**

*Southwest corner of township*

Predominately active agriculture and rural single-family residential, with pockets of new single-family residential subdivisions.

### **South District / Partridge Creek Area**

*Southern portion of township*

Mix of active agriculture and rural single-family residential with new single-family residential subdivisions (Greene Farm, Partridge Creek).

### **Southeast / Creekside**

*Southeast corner of township*

Predominately active agriculture and rural single-family residential area. However, includes scattered pockets of new single-family residential subdivisions, and industrial uses along Rawsonville Road.







## EXISTING LAND USE

Ypsilanti Township’s largest land use is single-family residential, almost double the acreage now than in 1990. Transportation and utility are next largest land use, including the portion of Willow Run Airport in Ypsilanti Township. Water makes up 6.5% of land cover. Ford Lake, a 975-acre man-made lake created by damming the Huron River, represents almost 75% of this area. Hewen’s Creek, Paint Creek, and Willow Run, significant streams and drains in the Huron River Watershed, run through the Township. Wetland areas and floodplains border these streams, with the largest wetlands located in the southwest quadrant of the Township.

Land use patterns have shifted significantly since 1990, when agriculture was the largest land use in the Township. Between 1990 and 2018, Township agricultural area fell from 5,333 to 2,068 acres, a 61 percent drop while single-family residential areas increased by 94 percent. The southern portion of the township saw the biggest shift in land use from agriculture to single-family residential.

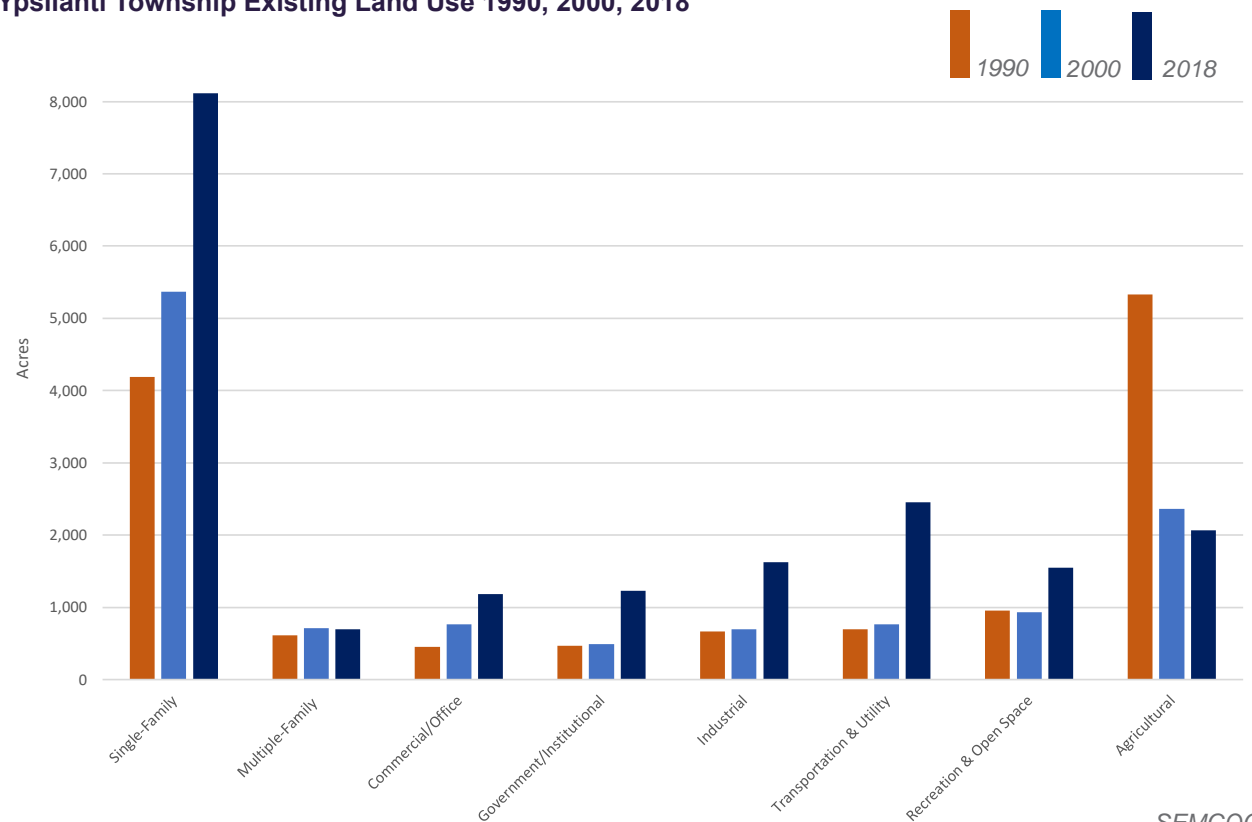
In that same period, the remaining land use categories grew but not at the same pace as single-family. Without changes to land use policy, the continued growth of single-family residential will displace open spaces, woods, wetlands and farms as well as stretch the capacity of the existing road and storm water systems.

### Ypsilanti Township Existing Land Use 2018

Land Use	Acres	Percent
Single-family residential	8,116.50	39.90%
Transportation, Communication, and Utility	2,451.60	12.00%
Agricultural	2,068.60	10.20%
Industrial	1,626.20	8.00%
Park, recreation, and open space	1,551.20	7.60%
Water	1,314.40	6.50%
Governmental/Institutional	1,227.10	6.00%
Commercial	1,183.60	5.80%
Multiple-family residential	699.60	3.40%
Airport	116.80	0.60%

SEMCOG

### Ypsilanti Township Existing Land Use 1990, 2000, 2018



SEMCOG



## DEMOGRAPHICS

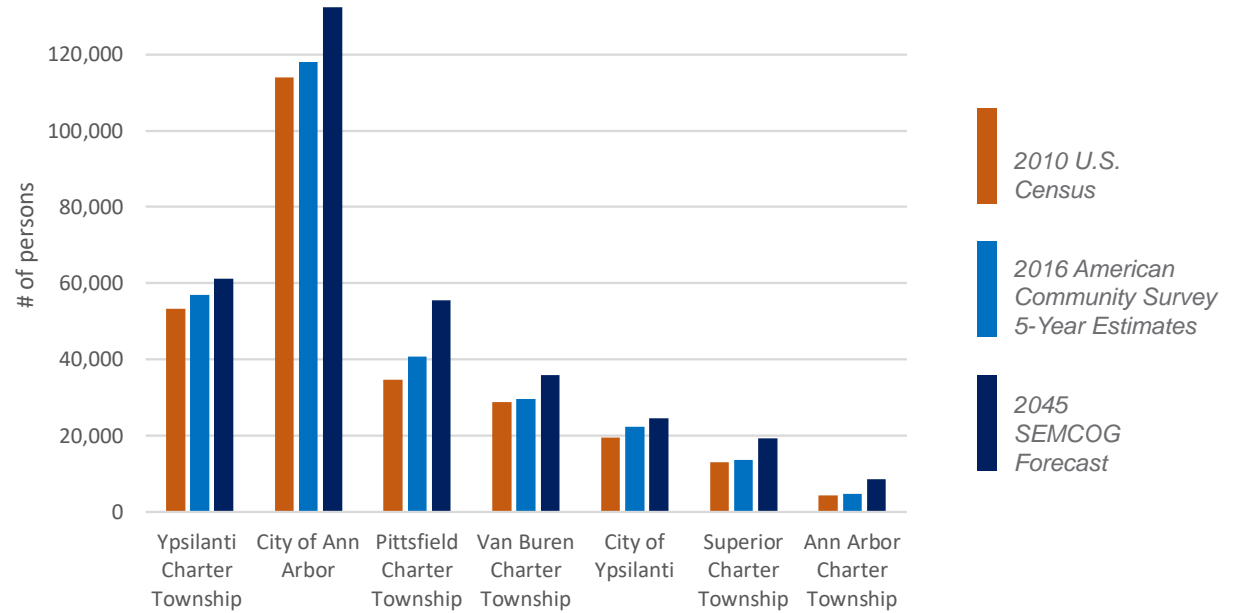
Ypsilanti Township has the second largest population in Washtenaw County and is projected to continue to outpace its neighbors, except for the City of Ann Arbor, in the next decades. By 2045, the number of jobs in the Township is expected to increase, just over 3,000 new jobs, but not to same extent as the population with almost 6,000 new residents, according to SEMCOG.

The estimated median household income in Ypsilanti Township in 2016 was \$46,399. However, there is a gap of over \$64,000 between the census tracts with the highest (Creekside) and lowest (Huron Heights) median household incomes in the Township. Huron Heights income data reflects the concentration of Eastern Michigan student housing in that area while Creekside's household income is closer to that of City of Ann Arbor than the Township overall. When making decisions based on income, a finer grain analysis is needed due to the diversity of income levels in the Township.

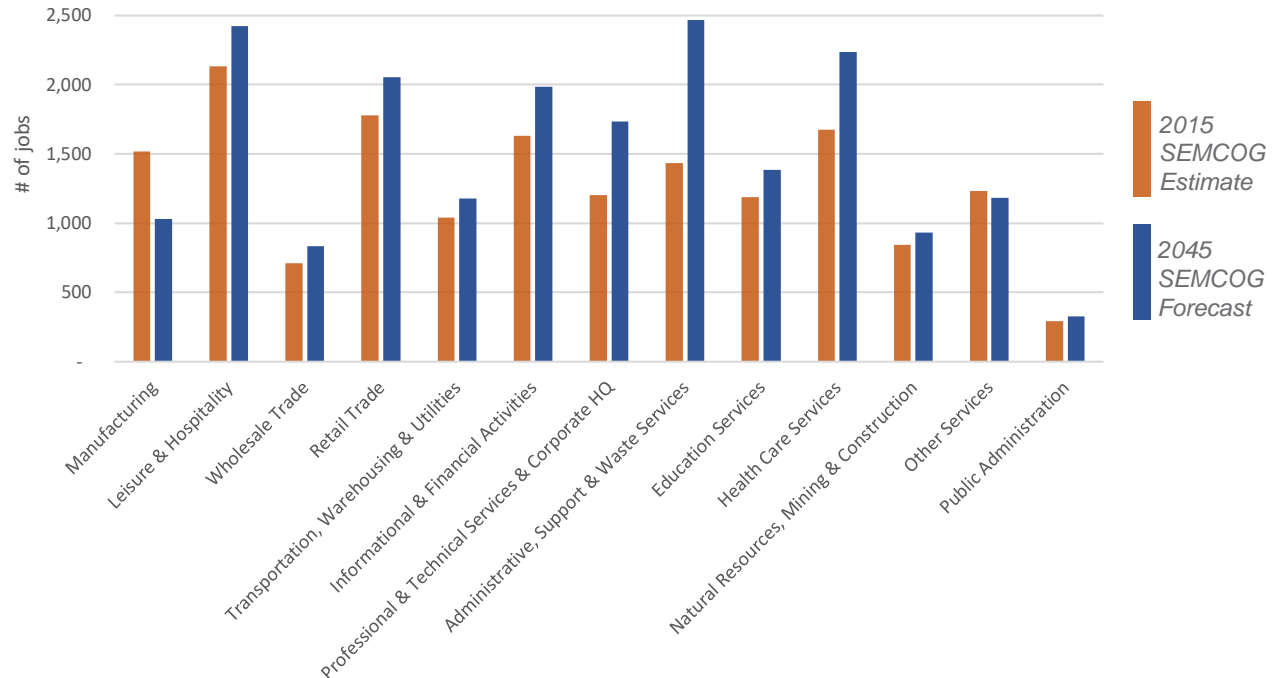
Ypsilanti Township's largest age group is and expected to remain between the ages of 25 to 54. However, the number of senior citizens is expected to double in the next twenty-five years, creating the need for different services and housing.

Over sixty percent of the adult population (ages 25-65), have some college, an associates or bachelor's degree. The Township will likely need to invest resources and create partnerships to assure that those residents with less education can have the opportunity to access jobs with lasting livelihoods.

**2010, 2016 & 2045 Population: Ypsilanti Township and Surrounding Communities**



**Jobs by Industry Sector: Ypsilanti Township**



**33.9 years** was the median age of Ypsilanti Township residents with over **48% between 15 and 44 years old.**

**Almost one-third** of adults ages 24-65 in Ypsilanti Township in 2016 had a **Bachelor's degree or higher.**

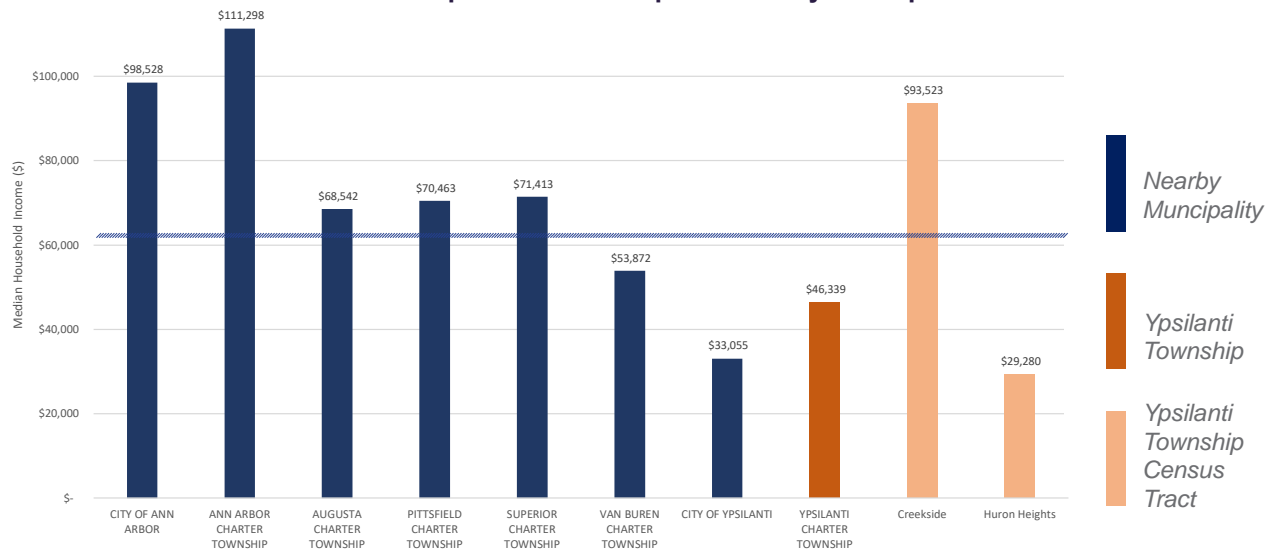
**Over 3,000 new jobs** and **almost 6,000 new residents** are forecasted for Ypsilanti Township between **2015 and 2045.**

2016 American Community Survey 5-Year Estimates

2016 American Community Survey 5-Year Estimates

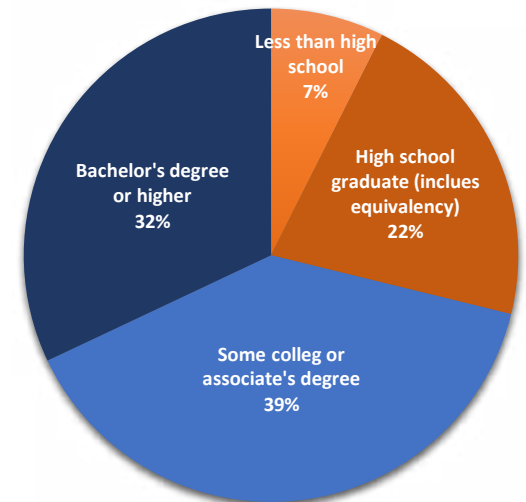
2045 SEMCOG Forecast

**2016 Median Household Income: Ypsilanti Township and Nearby Municipalities**



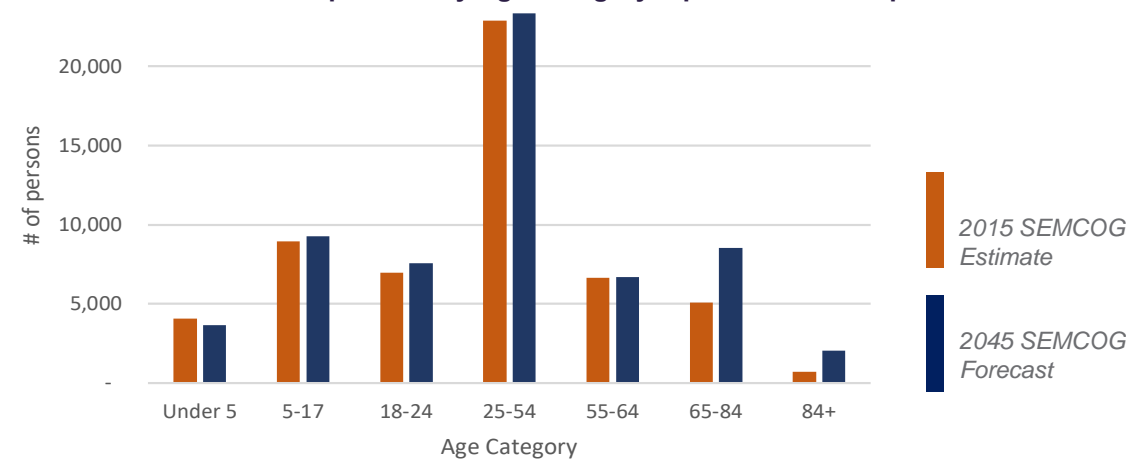
Washtenaw County 2016 Median Income: \$62,484 2012-2016 American Community Survey 5-Year Estimates

**2016 Educational Attainment, Ages 24-65 years: Ypsilanti Township**



2012-2016 American Community Survey 5-Year Estimates

**2015 & 2045 Estimate Population by Age Category: Ypsilanti Township**





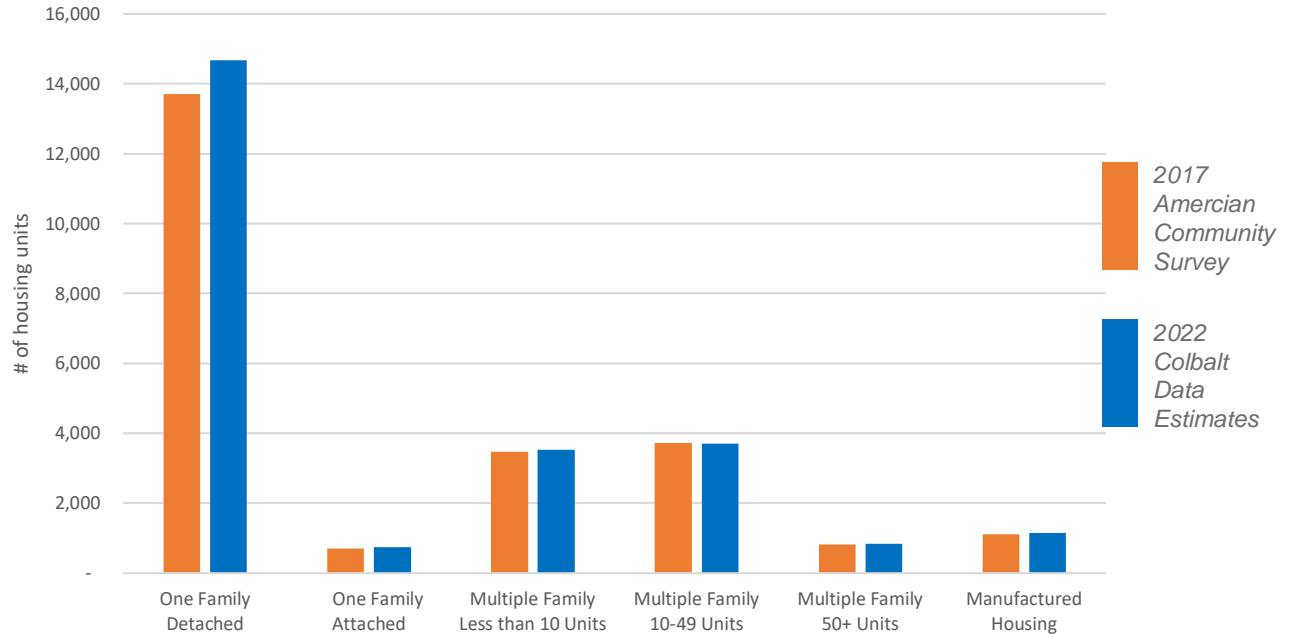
## HOUSING

Ypsilanti Township's housing stock is primarily single-family homes. The 2018 Master Plan survey indicated a desire by township residents for more types of housing, including smaller single-family and senior housing. Without policy changes, the current housing type composition is expected to continue.

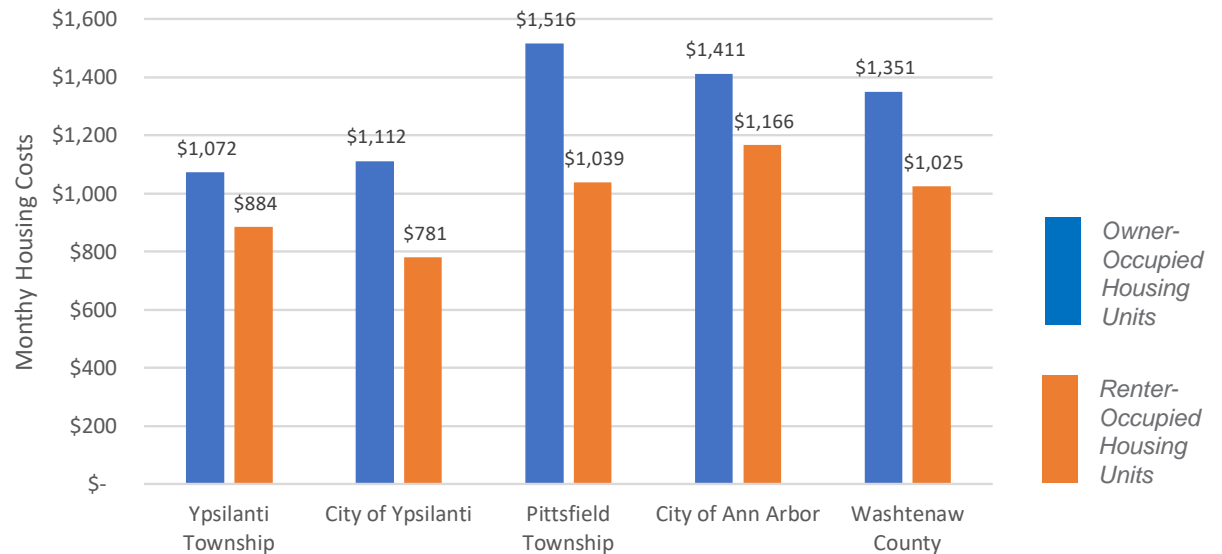
The [Washtenaw County 2015 Housing Affordability and Economic Equity Report](#) recognized that the housing market in Ypsilanti Township was at a tipping point with an unequal share of subsidized, affordable housing. The report set a goal of to grow demand for 4,178 college educated households by 2035 in Ypsilanti Township and the City of Ypsilanti. According to 2017 data, Ypsilanti Township still has lower monthly housing costs than other Washtenaw County communities. The investment and programming recommended by the report to stabilize the Township's housing is still needed.

During the Great Recession, every neighborhood in the township experienced foreclosures and new housing construction faltered. While both trends have reversed, the percentages of renters versus home owners fundamentally shifted between 2010 and 2017 by 1,399 units (36.5% to 41.4%). During that same time, only 38 housing starts for multiple-family housing units were filed, indicating the shift from owner to renter-occupied dwellings mostly occurred in single-family neighborhoods. Continued investment and programs, like Township's partnership with Habitat for Humanity, will need to continue to stabilize neighborhoods.

**2017 & 2022 Housing Types: Ypsilanti Township**



**2017 Median Monthly Housing Costs: Ypsilanti Township & Other Communities**



2010 U.S. Census & 2012-2017 American Community Survey 5-Year Estimates

**Goal: 4,178 new college educated households in Ypsilanti Township & City of Ypsilanti by 2035.**

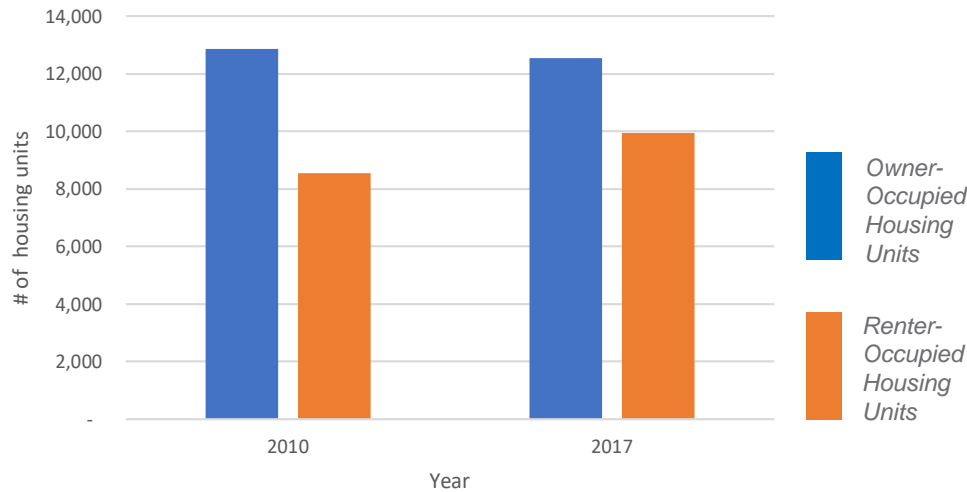
**58.3% of housing units in Ypsilanti Township in 2017 were single-family detached houses.**

**33% of 2018 Ypsilanti Township survey participants wanted more options for housing.**

Washtenaw County 2015 Housing Affordability and Economic Equity Report

2017 American Community Survey 5-Year Estimates

**2010 & 2017 Housing Occupancy: Ypsilanti Township**



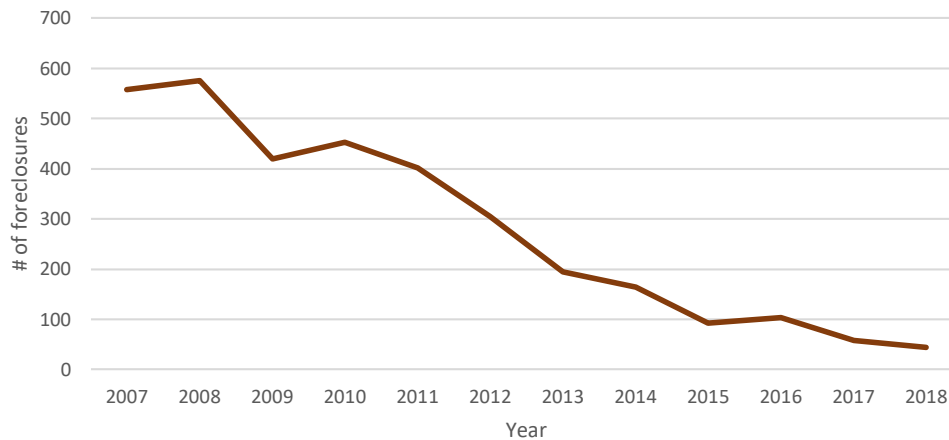
2010 U.S. Census & 2012-2017 American Community Survey 5-Year Estimates

**46% of 2018 Ypsilanti Township survey participants wanted single-family less than 2,000 square feet.**

**44% of 2018 Ypsilanti Township survey participants wanted independent senior housing.**

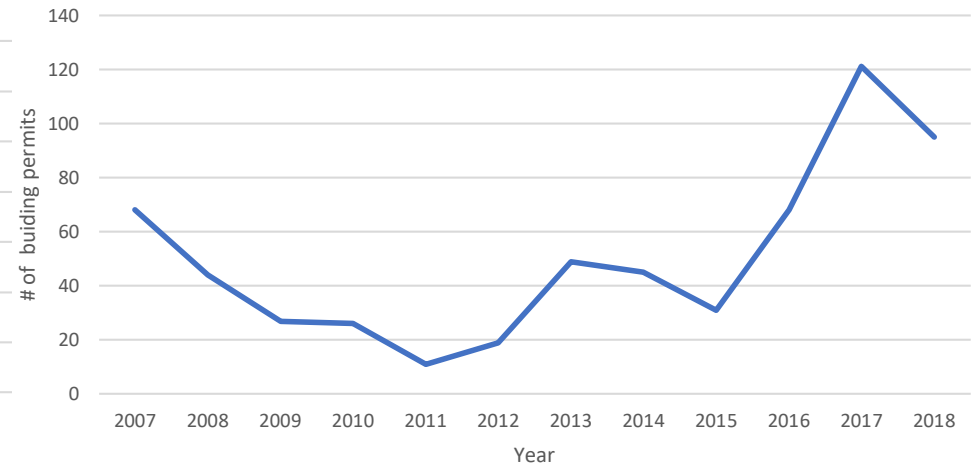
2018 Township Master Plan Survey

**2007-2018 Single Family House Foreclosures: Ypsilanti Township**



Ypsilanti Township Assessor

**2007-2018 New Housing Units: Ypsilanti Township**



SEMCOG Development

**Ypsilanti Township Transit and Non-Motorized Service**

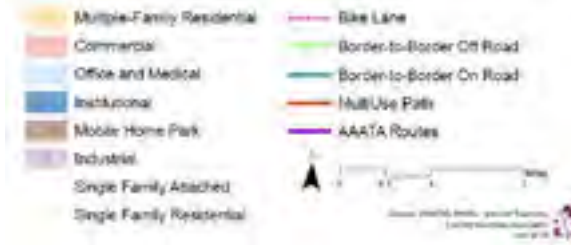
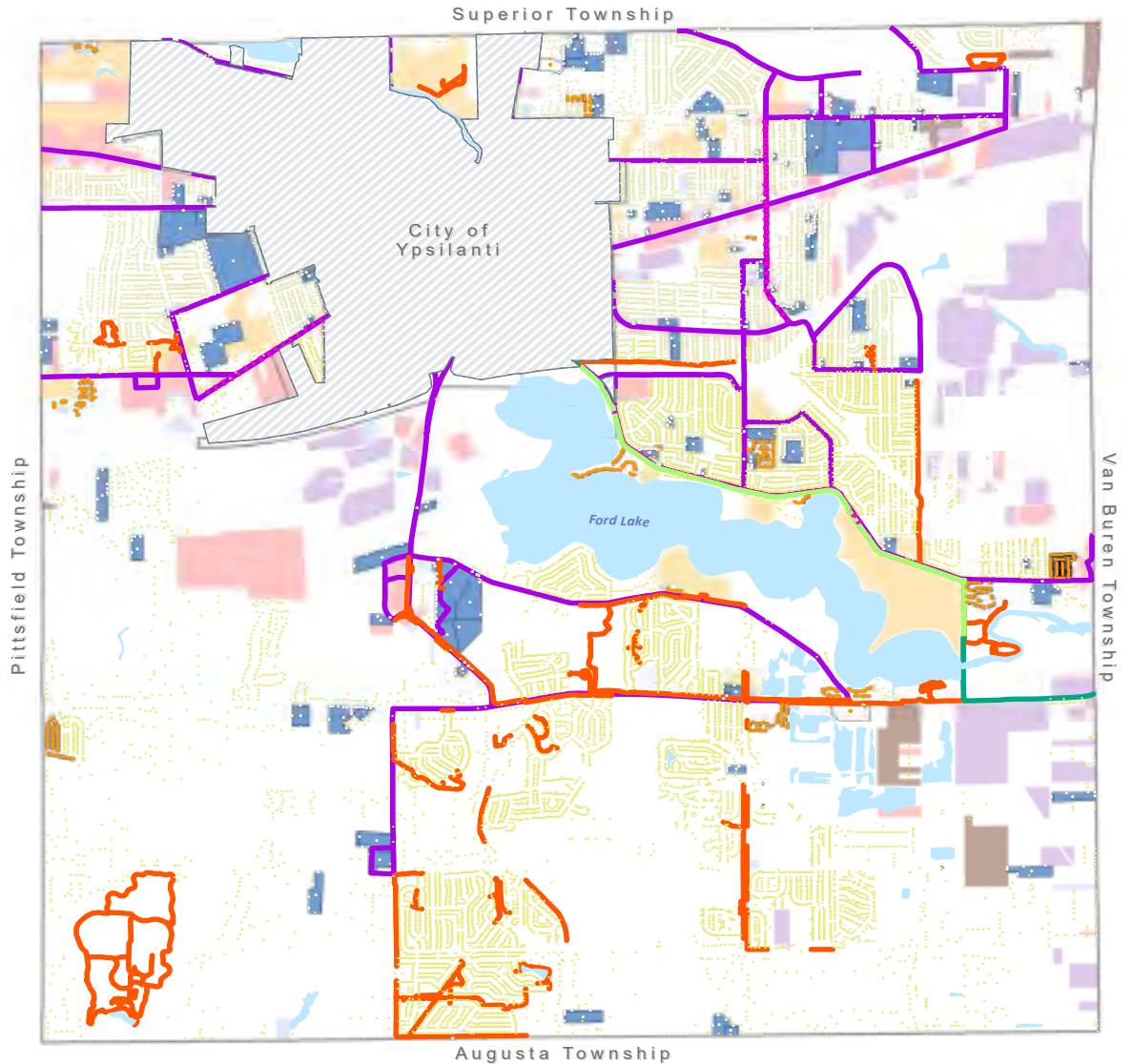
**TRANSPORTATION**

Ypsilanti Township has a well-functioning street network and is easily accessible by car. However, as the map on this page shows, not all of the residential, commercial or office areas nor the job centers and institutions (schools, places of worship, public offices) are evenly accessible by bus or bicycle trails, paths or lanes. Many of the neighborhoods and job centers south of Interstate 94 are not reached by bus or connected to a non-motorized network.

Eighty-seven percent of the 23,000 Ypsilanti Township residents, ages 16 or older, in the workforce leave the Township to go to work. Over 8,000 people, accounting for 34 percent of the resident workforce, commute to Ann Arbor. Only a little over 3,000 people live and work in the Township. By 2017 estimates, over 90 percent of Ypsilanti Township working residents commute by a vehicle and less than three percent used public transportation. In the community events during the Master Plan process, many residents said they would use public transit or bicycle to work if safe, reliable options were available.

Meanwhile, nearly 7,900 people come to Ypsilanti Township from other communities to work. Those workers come from a variety of communities in Southeastern Michigan.

For residents and workers alike, connections to the regional highway system should be maintained, but improved non-motorized and mass transit systems will help both workers and residents access jobs, recreation and daily needs.



**3,156** people, ages 16 or over, **live and work in Ypsilanti Township.**

U.S. Census Bureau 2009-2013 CTPP/ACS  
Commuting Data

**8,038** Ypsilanti Township residents in the workforce, ages 16 or over, **commute to Ann Arbor.**

U.S. Census Bureau 2009-2013 CTPP/ACS  
Commuting Data

**Transportation Satisfaction Scores**

**5.6 of 10** for road maintenance

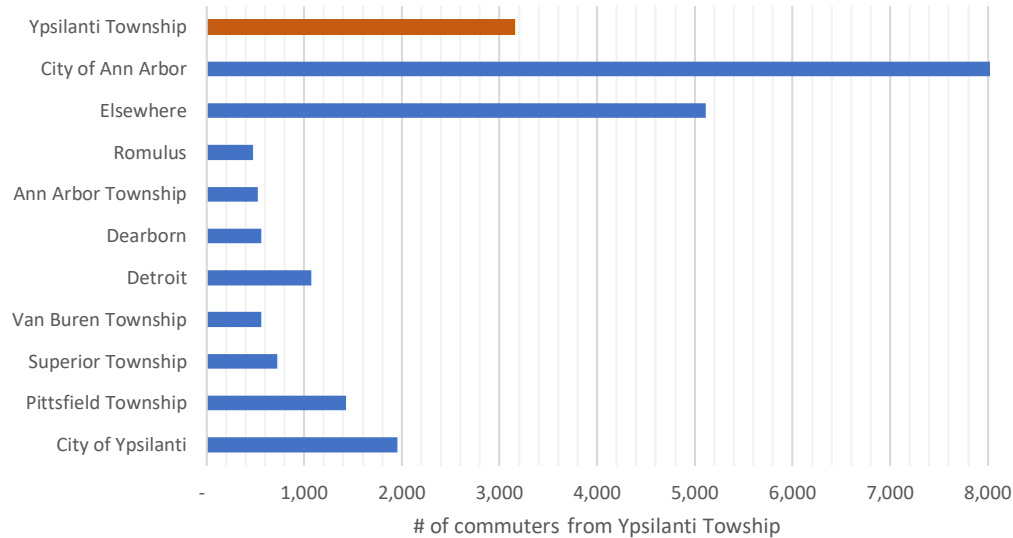
**5.8 of 10** for amount of traffic congestion

**6.2 of 10** for public transit options

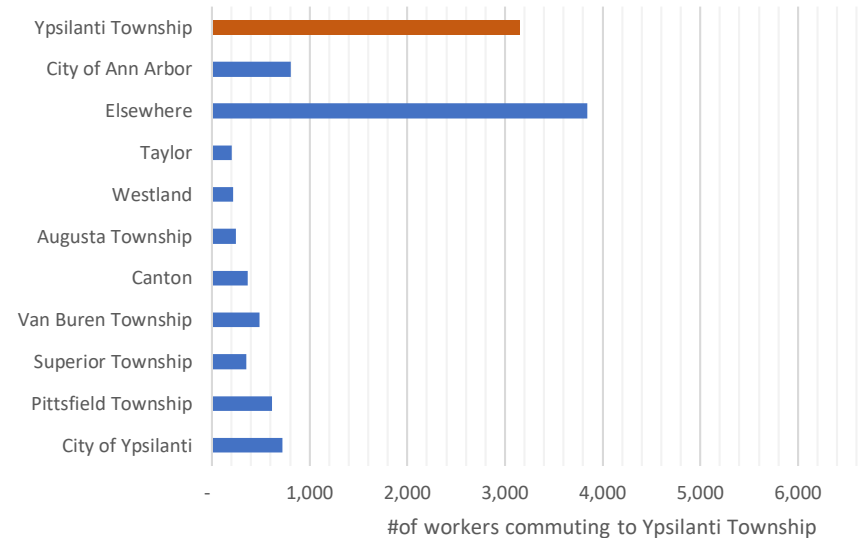
**5.5 of 10** for accommodation for bicycle and foot traffic

2018 Township Master Plan Survey

**Commute Patterns: Ypsilanti Township Residents**



**Commute Patterns: Ypsilanti Township Workers**



U.S. Census Bureau 2009-2013 CTPP/ACS Commuting Data and Commuting Patterns in Southeast Michigan



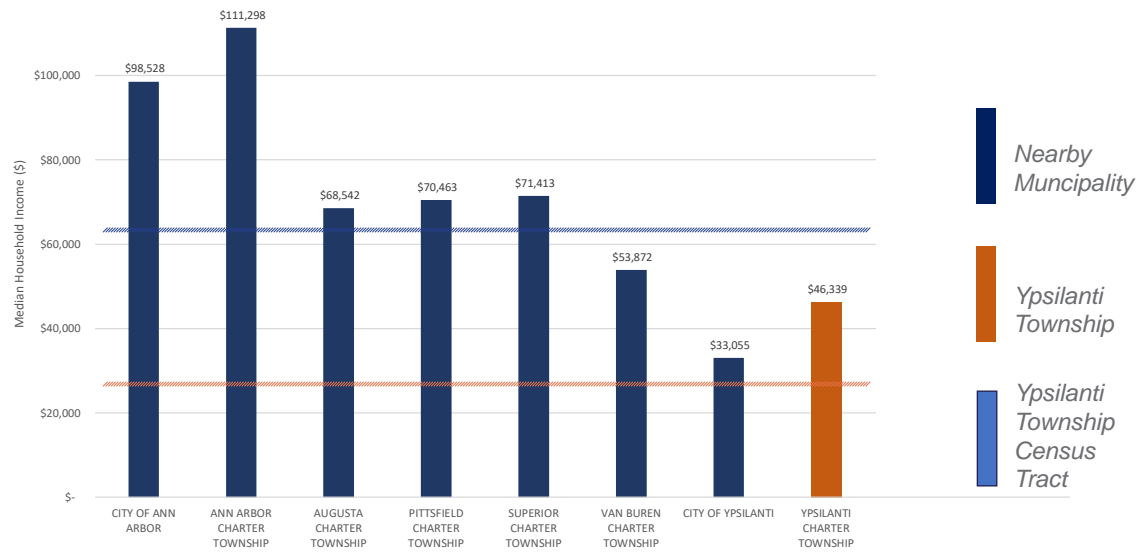
## DIVERSITY & GEOGRAPHY

When compared at the municipal-wide level, the diversity of income groups within Ypsilanti Township becomes lost. Three of the census tracts within the township had a greater median income than the county overall. However, many residents live in poverty or struggle to make enough money to meet the basic cost of living.

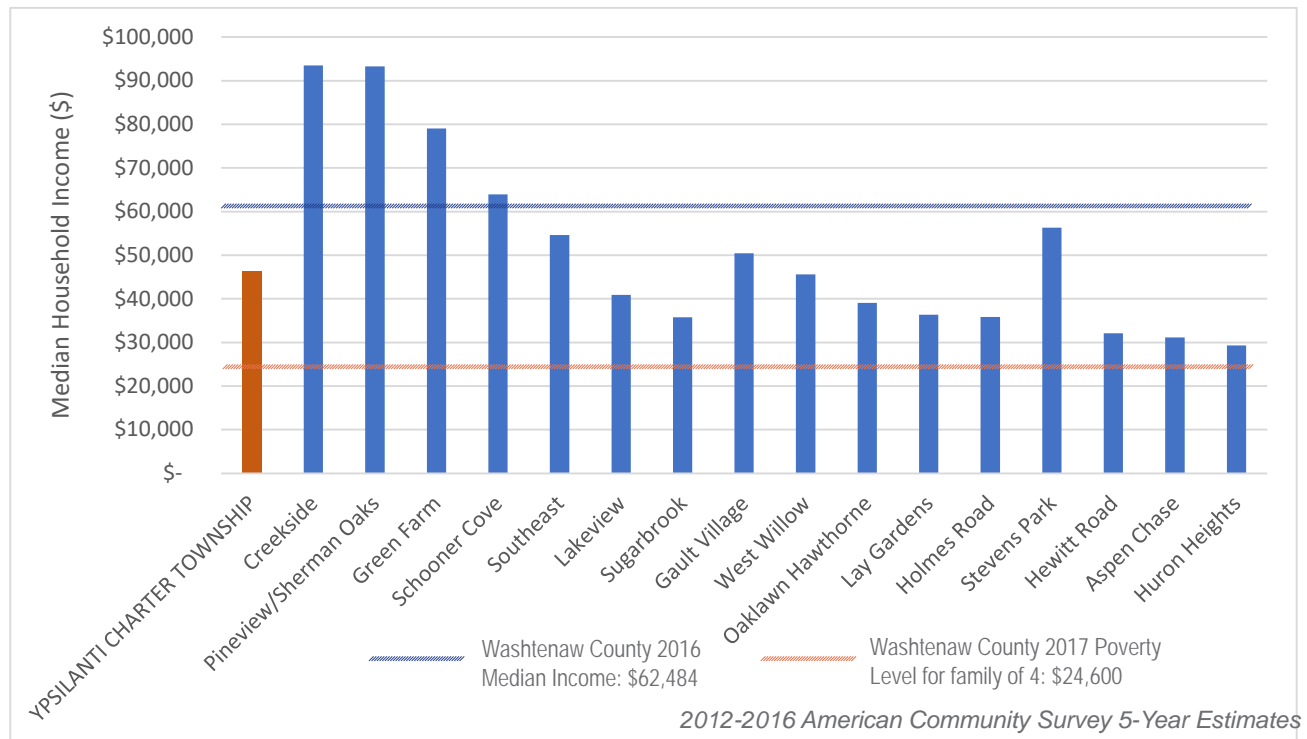
The township is more racially diverse than its neighboring municipalities. Especially when examining by census tracts, differences in race and geography emerge. The patterns are often the legacy of discriminatory housing practices legal before the passage of the Fair Housing Act in 1968.

When creating policy for great neighborhoods, jobs and places, decision-makers should account for the difference between neighborhoods indicated by these statistics. Also, municipal scale numbers should always be used in concert with neighborhood or census tract level data to capture the full diversity of situations and opportunities in Ypsilanti Township.

**2016 Median Household Income: Ypsilanti Township and Nearby Municipalities**



**2016 Median Household Income - Ypsilanti Township Census Tracts**



2012-2016 American Community Survey 5-Year Estimates

The greatest difference in median household income between Township Census Tracts is over **\$64,000.**

2012-2016 American Community Survey 5-Year Estimates

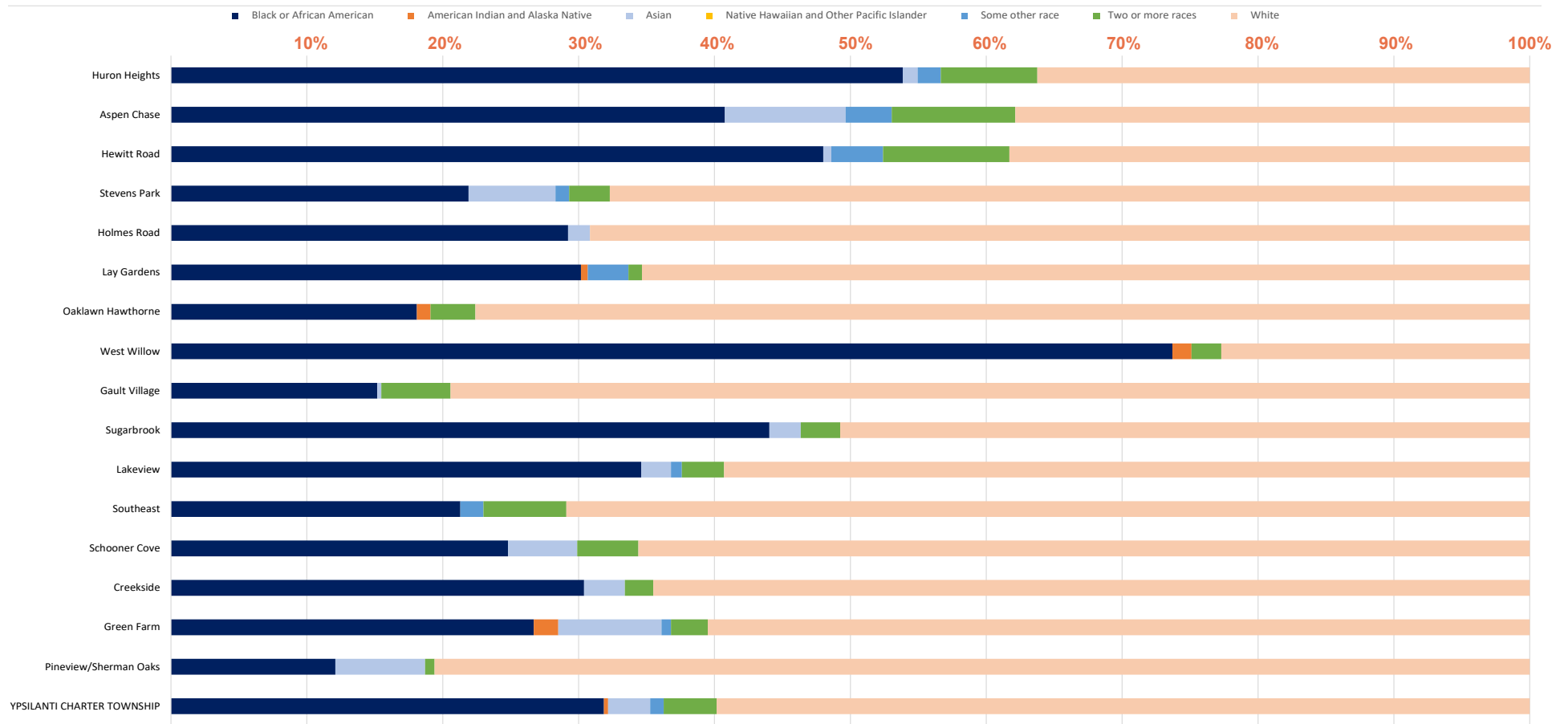
Three of the Township Census Tracts have a greater median household income than Washtenaw County.

2012-2016 American Community Survey 5-Year Estimates

Four of the Township Census Tracts are majority minority.

2012-2016 American Community Survey 5-Year Estimates

2016 Percentage of Population by Race - Ypsilanti Township Census Tracts



2012-2016 American Community Survey 5-Year Estimates



# 4: VISION, MISSION AND GOALS





## INTRODUCTION

The vision, mission, goals and strategies were crafted as part of the community-based process for Ypsilanti Township 2040. Goals and strategies are organized by the major themes of neighborhoods, jobs and places.

## VISION

**Ypsilanti Township is a thriving community of healthy and sustaining neighborhoods, lasting livelihoods, and great places.**

## MISSION

**To proactively preserve and build great neighborhoods, jobs and community places, making Ypsilanti Township one of the healthiest communities in Michigan.**

## GOALS

Goals are aspirational statements that must be realized to achieve the community's vision. The identified goals organize strategies and actions. Goals are a guide for land use and budget decisions by Township officials as well as areas where the Township may seek partnerships and/or funding. Goals are explored in more depth in Chapter 5 – Neighborhoods, Chapter 6 – Jobs and Chapter 7 - Places.





## NEIGHBORHOODS

Preserve and create great neighborhoods, which meet the daily needs of all residents.

**GOAL 1** Reinvest in Neighborhoods

**GOAL 2** Make Neighborhoods Beautiful

**GOAL 3** Increase Health and Safety within the Community

**GOAL 4** Provide Efficient and Multiple Transportation Options for all Residents

**GOAL 5** Foster Housing Stability and Promote Reinvestment in Traditional Neighborhoods

## JOBS

Support entrepreneurs and cutting-edge firms alike to create jobs with lasting livelihoods, and build a workforce with 21st century skills.

**GOAL 1** Create Small Businesses to Improve Community Wealth and Self-Sufficiency

**GOAL 2** Encourage Proactive Strategic Development in Township

**GOAL 3** Train and Develop Local Workers and Entrepreneurs

**GOAL 4** Facilitate Redevelopment of Township-Owned Vacant or Under-utilized Land

**GOAL 5** Continue Redevelopment of the Willow Run Bomber Plant as a Tourist and Technology Magnet

## PLACES

Create great places to work, play and live.

**GOAL 1** Capitalize on the Township Core (Huron and Whittaker Roads) as the Regional Draw of the Township

**GOAL 2** Preserve the Agriculture and Open Space in the southern part of the Township

**GOAL 3** Revitalize Corridors as Vibrant, Successful Business Districts that can Serve the Daily Needs of Adjacent Residents

**GOAL 4** Bring Arts and Culture into Daily Life





# 5: NEIGHBORHOODS



## INTRODUCTION

Ypsilanti Township is served and will continue to be served by great neighborhoods, which meet the daily needs of all residents. In order to continue to build neighborhood strength, the five goals listed in this chapter should be pursued.

These goals are components of the **Healthy Neighborhood Program catalyst project.**





## **GOAL 1: REINVEST IN NEIGHBORHOODS**

### **Why**

- Over half of the housing units in Ypsilanti Township, in 2017, were over forty years old.
- Residents' homes are often their largest financial investment, which is impacted by the quality of surrounding properties.
- In the 2018 survey, one-third of respondents said more housing options in general were needed.

### **How**

- Maintain and improve all neighborhood underground infrastructure (sewer, water and drains).
- Improve and maintain street lights in neighborhoods.
- Encourage and assist home ownership programs, ranging from Habitat to Humanity to loan programs with local banks.
- Diversify housing options.

## **GOAL 2: MAKE NEIGHBORHOODS BEAUTIFUL**

### **Why**

- Small beautification efforts such as gateways and signage, landscaping, and public art can greatly improve neighborhood pride.
- Aesthetic improvements to neighborhoods improve property values and reduce crime.
- In the 2018 Township Master Plan survey, enforcement of appearance/safety codes for residential properties scored 6.3/10. That score ranged between 5.3 and 5.8 in neighborhoods in the northeast portion of the Township.

### **How**

- Facilitate and fund neighborhood beautification project such as gateways and signage, landscaping, and public art.
- Sponsor a clean-up day for each neighborhood where free trash and bulk pick up are provided.
- Repurpose vacant lots as parks, community gardens, urban farms or rain gardens.
- Work with neighborhoods to positively enforce property maintenance code requirements.

## **GOAL 3: INCREASE HEALTH AND SAFETY WITHIN THE COMMUNITY**

### **Why**

- Neighborhood stability is impacted by safety.
- Safety influences physical and mental health of residents.
- In the 2018 Township Master Plan survey, the satisfaction score of whether it was safe to walk at night was 4.2/10.
- In the same survey, the satisfaction score for "Ypsilanti Township as a safe place to live" was 6.6/10. However, the score ranged from 4.9 to 5.8 in northeast neighborhoods.

### **How**

- Ensure all neighborhood streets have sidewalks on both sides of the street on all blocks.
- Improve and maintain street lights in neighborhoods.
- Repurpose vacant lots as parks, community gardens, urban farms or rain gardens.
- Improve public safety within neighborhoods.

## **GOAL 4: PROVIDE EFFICIENT AND MULTIPLE TRANSPORTATION OPTIONS FOR ALL RESIDENTS**

### **Why**

- Many township residents rely on public transportation to get to places of employment, shopping destinations, and for general mobility.
- Increased public transportation options provides better access to jobs and shopping within the township that supports economic development efforts.
- Multiple transportation options can help reduce traffic congestion, facility costs, road risk, environmental impacts and consumer costs.
- Reductions in drive time, traffic, and overall congestion improve quality of life.
- Walking, biking and public transit increase physical activity and health.
- In the 2018 Township Master Plan survey, satisfaction scores with public transit options and accommodations for bicycle and foot traffic were 6.2 and 5.5, respectively .

### **How**

- Invest in Complete Streets, with equal accommodations for vehicles, transit riders, bicycles and pedestrians as outlined in the Ypsilanti Township Non-Motorized Transportation Plan.
- Invest in strategic traffic improvements including road maintenance, traffic congestion improvements, and new road connections.
- Create bike paths or routes to link neighborhoods to each other, shopping areas and employment areas.
- Ensure bus routes link neighborhoods to shopping areas and employment areas.

## **GOAL 5: FOSTER HOUSING STABILITY AND PROMOTE REINVESTMENT IN TRADITIONAL NEIGHBORHOODS**

### **Why**

- Increased vacancy, absentee landlords, and inconsistent property maintenance has affected many traditional neighborhoods.
- Conditions of housing affect the physical, mental and emotional health of residents and the community.
- In the 2018 Township Master Plan survey, satisfaction with the stability of property values was 6.5/10, but as low as 5.1 in some neighborhoods.

### **How**

- Encourage and assist in home ownership.
- Enable and incentivize home improvements.
- Repurpose vacant lots as parks, community gardens, public art, urban farms or rain gardens.
- Ensure new neighborhoods are prepared for future maintenance costs.

# 6: JOBS



## INTRODUCTION

Ypsilanti Township will support entrepreneurs and cutting-edge firms alike to create jobs with lasting livelihoods and build a 21st century workforce. The five goals detailed in this chapter, including rationales and action steps, are necessary to creating lasting livelihoods for Ypsilanti Township residents and workers.

Lasting livelihoods are professions and local economies where people can increase their upward mobility, weather shocks and crises and can do even better in the future.

In “Goal 5-Continue Redevelopment of the Willow Run Bomber Plant as a Tourist and Technology Magnet”, the catalyst project of **The Extension of Wiard Road to East Michigan Avenue** is listed.





## **GOAL 1: CREATE SMALL BUSINESSES TO IMPROVE COMMUNITY WEALTH AND SELF-SUFFICIENCY**

### **Why**

- Small businesses inject jobs and revenue back into local communities while helping to spark innovation, and providing opportunities for women and minorities.
- Entrepreneurship fuels job creation.
- Independent businesses generate more tax revenue at lower public cost.
- Local businesses foster community cohesion and well-being.
- 96% of Township businesses are small businesses (fewer than 50 employees).

### **How**

- Support existing small businesses.
- Facilitate entrepreneurship and small new business growth.

## **GOAL 2: ENCOURAGE PROACTIVE STRATEGIC DEVELOPMENT IN TOWNSHIP**

### **Why**

- Strategic development is necessary to increase the local tax base, provide jobs, and increase economic vitality.
- Some land uses in certain locations cost more than others to provide infrastructure and public services.
- Unlimited development can lead to unnecessary sprawl, adverse tax impacts, higher infrastructure costs, environmental degradation, and loss of community character.
- In the 2018 Township Master Plan survey, only 22% of respondents wanted regional commercial stores, while 51% wanted neighborhood commercial.

### **How**

- Use zoning as a tool to implement and require strategic development.
- Become “Redevelopment Ready”, a certification program based on best practices for redevelopment administered by the Michigan Economic Development Corporation.
- Create redevelopment plans for Township owned properties.

## **GOAL 3: TRAIN AND DEVELOP LOCAL WORKERS AND ENTREPRENEURS**

### **Why**

- Local workforce development programs will attract both new residents to support residential and economic activity.
- Local workforce development programs will attract smaller businesses, startups, and entrepreneurs, which increase overall economic activity.
- A highly skilled workforce supports existing businesses and attracts new employers.
- Over 20% of businesses in Ypsilanti Township are manufacturing.
- In the 2018 Township Master Plan survey, when asked which three things they would like to see changed in Ypsilanti Township, 42% said access to employment opportunities.

### **How**

- Work with local employers to determine desired skills and training.
- Establish a financial program to assist in advanced job training.
- Partner to offer job training to help Ypsilanti Township residents and entrepreneurship skills for small business owners.

## **GOAL 4: FACILITATE REDEVELOPMENT OF TOWNSHIP-OWNED VACANT OR UNDER-UTILIZED LAND**

### **Why**

- Ypsilanti Township owns a significant number of vacant parcels.
- Selling township parcels will:
  - Provide seed money for specific programs;
  - Spur redevelopment; and
  - Put properties back on the tax roll.

### **How**

- Create redevelopment plans for township-owned properties.
- Prepare appropriate township-owned parcels for redevelopment.

## **GOAL 5: CONTINUE REDEVELOPMENT OF THE WILLOW RUN BOMBER PLANT AS A TOURIST AND TECHNOLOGY MAGNET**

### **Why**

- The Willow Run Bomber Plant has been the economic heart of Ypsilanti Township since it opened in 1941.
- The opening of the American Center for Mobility (ACM), an autonomous vehicle testing track, has repurposed the underutilized factory but also opened doors for spin-off development with job opportunities.
- The future home of the Yankee Air Museum and Conference Center will attract thousands of visitors to Willow Run annually.

### **How**

- Extend Wiard Road over the railroad to Parkwood to connect E. Michigan Avenue to Ecorse Road and the area surrounding the former Willow Run Bomber Plant.
- Implement the Willow Run special area plan.

# 7: PLACES





## INTRODUCTION

Ypsilanti Township will create great places to work, play and live. For each of the four goals dealing with places, this chapter delves deeper into the reasons why and ways to create great places. The catalyst projects of the comprehensive zoning ordinance rewrite, open space and agriculture preservation and social and cultural presence are key components of the goals and strategies in this chapter.





## **GOAL 1: CAPITALIZE ON THE TOWNSHIP CORE AS THE REGIONAL DRAW OF THE TOWNSHIP**

### **Why**

- The core's central location within the township and proximity to major transportation routes best serves all township residents.
- Ample acreage for development exists within the urbanized core of the township.
- This area is already served by infrastructure and public transportation.
- The township owns a significant amount of undeveloped land within the Township Core area. Development of this land could spur private redevelopment.

### **How**

- Adopt zoning standards based on the Township Core Special Area Plan.
- Develop township owned parcels to kick-start Township Core development.
- Proactively recruit desired businesses including regional commercial, restaurants, medical services, and entertainment.

## **GOAL 2: PRESERVE THE SOUTHERN PORTION OF THE TOWNSHIP AS THE AGRICULTURAL AND OPEN SPACE CORE OF THE TOWNSHIP**

### **Why**

- Agriculture has a long valued history in the township.
- Farmland is a finite natural resource
- Agriculture and open space are community valued assets.
- Just over 2,000 acres remain in agricultural production in Ypsilanti Township.
- Without a shift in land use policy, agriculture and open space land are in jeopardy due to past development patterns.

### **How**

- Encourage development in areas already served with water and sewer utilities.
- Preserve farmland in the southern part of the township via partnerships and County, State and federal funding.
- Support the agricultural economy.

## **GOAL 3: REVITALIZE CORRIDORS AS VIBRANT, SUCCESSFUL BUSINESS DISTRICTS THAT CAN SERVE THE DAILY NEEDS OF ADJACENT NEIGHBORHOODS**

### **Why**

- Successful commercial corridors can provide employment and a range of goods and services that support local residents, adjacent neighborhoods, and the entire township.
- Currently, the corridors do not include the diversity of uses to serve the daily needs of residents. In the 2018 Township Master Plan survey, the satisfaction score for sufficient choices for most shopping needs was 6.2/10.
- In the Township's highly visible commercial corridors, the lack of investment creates a negative perception of the community and dampens the community's vitality. In the 2018 Township Master Plan survey, the satisfaction score for enforcing appearance codes for business properties was 6.3/10.

### **How**

- Promote mixed-use, walkable, development patterns including residential, commercial, and institutional uses.
- Focus on property improvements and beautification efforts along corridors.
- Create public places such as parks and plazas along corridors.

## **GOAL 4: BRING ARTS AND CULTURE INTO DAILY LIFE**

### **Why**

- Public art distinguishes great places.
- Cultural events foster a sense of community and attract visitors.
- In the 2018 Township Master Plan survey, responses indicated a dissatisfaction with arts and culture. The satisfaction score for the range of cultural offerings was 5.7/10; and 5.4/10 for a strong and vibrant arts community.

### **How**

- Establish a public arts program.
- Sponsor cultural events such as concerts, festivals, storytelling events, etc.

# 8: FUTURE LAND USE PLAN



## INTRODUCTION

The future land use map reflects future land patterns at an area-wide scale. The map uses color-coded “place types” to express public policy on future land patterns - it is not a zoning map. It is built around the concept of place types – characteristic development patterns that recognize the context of each area but also provide guidance on desired improvements. Place types identify desired uses, design concepts and considerations to guide the relationships and physical improvements needed to create the types of places that are part of Ypsilanti Township’s long-range vision.

Areas within Ypsilanti Township have been divided into seven place types. Place types have been assigned to areas based upon the context of existing build form, physical conditions, environmental conditions, land uses, development patterns, and community input, goals, and strategies.

The intent of the future land use map is not to predetermine land uses or zoning on a specific parcel or at specific locations. Rather, individual properties or projects can be considered within the context of the location and surrounding properties, and not by a strict set of land use categories.

What is the purpose of the future land use map?

- A place-based development strategy tailored to Ypsilanti Township’s unique strengths, challenges, and opportunities.
- A call for investing in neighborhoods by integrating land use, urban design, transportation, and environmental elements.
- A charge to focus on placemaking to create places residents want to live, work, shop, and play.
- A guide to strengthening the township’s economic vitality through smart development to attract talent, create value, and increase productivity.
- A commitment that by 2040, Ypsilanti Township will be healthier, wealthier, and more beautiful than it is today.





# FUTURE LAND USE MAP

Ypsilanti Township, Washtenaw County

**NEIGHBORHOOD PRESERVATION:**

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

**INNOVATION & EMPLOYMENT DISTRICT:**

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

**OPEN SPACE, NEIGHBORHOOD PRESERVATION, & CLUSTER DEVELOPMENT:**

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

**AGRICULTURAL PRESERVATION:**

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

**NEIGHBORHOOD TRANSITION DISTRICTS:**

Neighborhood transition districts are primarily multiple family housing, commercial and office uses, but can include single-family homes and institutional/civic uses and spaces compatible with the existing areas. The districts are a transition from Neighborhood Preservation Areas and to more intense uses.

**TOWNSHIP CORE:**

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

**MIXED USE CORRIDORS:**

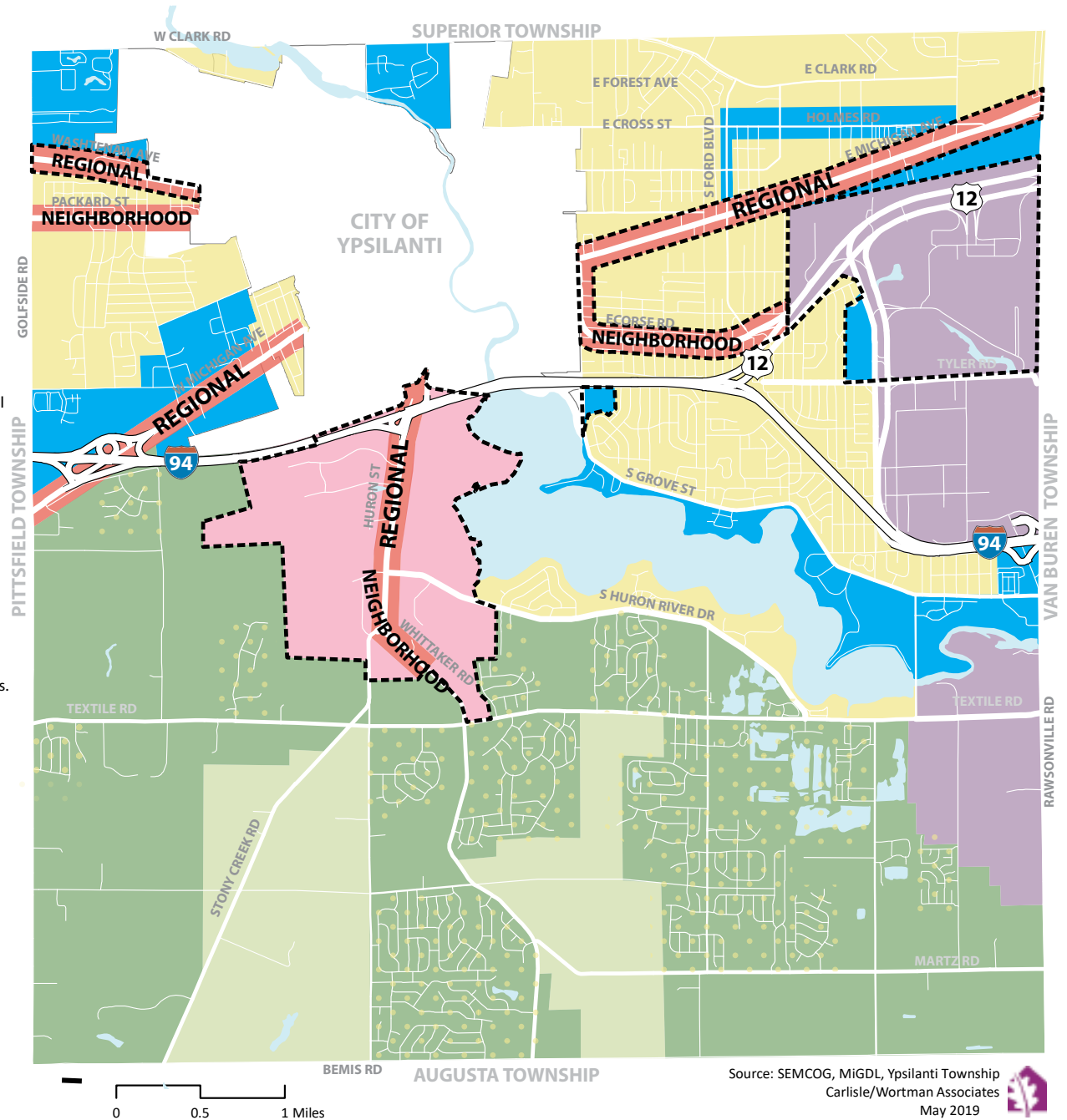
Mixed Use Corridors are developed transportation arteries, with a mixture of residential, commercial, office and employment uses. The intent is to improve the function, investment value and aesthetics of corridor. There are two types of Mixed Use Corridors: Neighborhood and Regional.

**SPECIAL AREA PLANS:**

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

**EXISTING NEIGHBORHOODS:**

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



Source: SEMCOG, MiGDL, Ypsilanti Township  
Carlisle/Wortman Associates  
May 2019

## ZONING PLAN TABLE

The Zoning Plan Table shows what zoning districts in the Ypsilanti Township Zoning Ordinance, in effect at the time of this plan's adoption, relate to the future land categories described in this chapter. A Comprehensive Rewrite to the Zoning Ordinance is a catalyst project, expected to be completed within one year of the adoption of this plan. The revised zoning ordinance is expected to revise, replace and streamline the zoning districts in Ypsilanti Township.

Future Land Use	Zoning Equivalent
Agricultural Preservation	R-1
Open Space, Neighborhood Preservation & Cluster Development	R-1, R-2, R-3
Neighborhood Preservation	R-4, R-5, RM-2
Neighborhood Transition	R-4, R-5, RM-2, RM-3, RM-4, B-1, OS-1
Mixed Use Corridors - Neighborhood	RM-2, RM-3, RM-4, B-1, OS-1, B-2, ERFB
Mixed Use Corridors - Regional	RM-4, B-2, B-3, IRO
Township Core	TC-1, TC-2, TC-3, B-1, B-2, B-3, OS-1, IRO, I-1
Innovation and Employment	OS-1, IRO, I-1, I-2, I-3, I-C

# AGRICULTURAL PRESERVATION

The Agriculture Preservation area is intended to preserve agricultural lands and prime agricultural soils for farming and provide stability to the farming economy. Any future development shall promote agricultural activity or be uses complementary to the agricultural character.

## LAND USE:

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

## DESIGN CONCEPTS AND CONSIDERATIONS:

- Farming operations between 10-30 + acres are desired.
- New development shall reduce conflicts between farm and non-farm uses
- Buildings should be agricultural or residential in character.
- Nonmotorized connections should be provided as necessary to connect the township's agricultural land, and open and green spaces to other residential and recreational areas in the township.
- Future development of single-family cluster density should be no more than 0.5 units per acre.
- Ensure new development can be served by infrastructure including roads, water, and sewer.
- New development shall respect existing open space and natural areas.

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# OPEN SPACE, NEIGHBORHOOD PRESERVATION & CLUSTER DEVELOPMENT

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

## LAND USE:

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

## DESIGN CONCEPTS AND CONSIDERATIONS:

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



# NEIGHBORHOOD PRESERVATION

Neighborhood Preservation areas are older neighborhoods within the township's urbanized footprint, largely concentrated on the north side of the township. The Neighborhood Preservation area features older housing stock on grid block patterns. They provide housing options in a more urban setting, on typically smaller lots. These areas are intended to be served by and provide convenient access to commercial areas, parks and open space, community facilities and other destinations. Connections to the Mixed-Use Corridors is important to access daily services and meet daily needs. The Plan contemplates continued preservation and improvement, with quality rehabilitation and infill new construction that is sensitive to the character of existing residences. Reinvestment, upkeep, maintenance and pride in ownership are vital to the stability of these neighborhoods.

## LAND USE:

- Single-Family residential developed in a traditional neighborhood pattern.
- Public and institutional facilities such as schools, places of worship, police stations, community centers, that support the surrounding residential properties.
- Public parks and open space.
- Attached residential and multiple-family residential along neighborhood edges and adjacent to Neighborhood Transition Districts and Mixed-Use Corridors.

## DESIGN CONCEPTS AND CONSIDERATIONS:

- Maintain traditional neighborhood development pattern.
- Additions, significant renovations, and new construction should consider the existing scale, architectural style, and character of the surrounding area.
- Each individual neighborhood has a unique character that must be respected and preserved.
- Walkability and non-motorized connections are essential to maintain neighborhood character and access to daily needs and services.
- Ensure appropriate transition of intensity of uses and scale to adjacent single-family neighborhoods.
- Peripheral attached residential and multiple-family residential along neighborhood edges and adjacent to Neighborhood Transition Districts and Mixed-Use Corridors should be at a scale and density consistent with the surrounding area.
- Non-residential buildings in neighborhoods can be adaptively re-used when the use and design are assets to the surrounding neighborhood.

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# NEIGHBORHOOD TRANSITION DISTRICTS

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Neighborhood Transition Districts are primarily multiple family housing, but can include different housing types, institutional/civic uses and spaces, or commercial uses that support the neighborhood pattern and scale. Often there is no set land use pattern and rather the diversity serves as a transition from between Neighborhood Preservation and Mixed-Use Corridor areas.

## LAND USE:

- Single-Family Residential developed in a traditional neighborhood pattern.
- Convenience retail and service businesses.
- General and medical office
- Public and institutional facilities such as schools, places of worship, police stations, and community centers, which support the surrounding residential properties.
- Public parks and open space.
- Attached residential and multiple-family residential along neighborhood edges and adjacent to Neighborhood Preservation and Mixed-Use Corridor areas.

## DESIGN CONCEPTS AND CONSIDERATIONS:

- New development shall be reviewed on a case-by-case basis to respect the existing scale and character of the surrounding area.
- Ensure appropriate transition of intensity of uses and scale to adjacent single-family neighborhoods.
- Varied mix of uses is encouraged.
- New single-family development shall mirror design patterns of Neighborhood Preservation areas.
- Walkability and non-motorized connections within and to Neighborhood Transition Districts is essential to maintain neighborhood character and access to daily needs and services.
- Each individual neighborhood's unique character must be respected and preserved.

# MIXED-USE CORRIDORS

Mixed-Use Corridors are developed areas along regional transportation corridors, where specific site and building design must be balanced with transportation functions. These areas anticipate the need to target redevelopment and incremental infill development in a more strategic manner, and improve the function, investment value and aesthetics along corridors. Development patterns in Mixed-Use Corridors require balancing access and visibility along the corridor with incremental investment strategies that can restore value to the corridor as a whole.

There are two types of Corridor Investment and Transition Areas: Neighborhood and Regional.

## Neighborhood:

Neighborhood Mixed-Use Corridors are located along high traffic areas and intended for local businesses to serve daily needs and services of the adjacent residential areas. Buildings are set close to the street with parking in back. Generally, the sites and buildings are of a smaller scale that can be accessed by pedestrians with as much ease as vehicles.

## LAND USE:

- Day-to-day neighborhood scale retail and services such as grocery and convenience stores, dry cleaners, pharmacies, banks, and beauty services.
- Restaurants, cafes and bars that offer various food options.
- Professional and medical office
- Medium density multiple-family residential.
- Mixed-use that includes uses noted above.
- Public parks and recreational areas.
- Public and institutional facilities such as schools, places of worship, police stations, and community centers, which support the surrounding residential properties.

## DESIGN CONCEPTS AND CONSIDERATIONS:

- Single and lower multi-story structures oriented toward the street.
- Parking located at the side and rear of buildings.
- Architectural design must create an interesting visual experience for both sidewalk users and automobiles.
- Ensure appropriate transition of intensity of uses and scale to adjacent single-family neighborhoods.
- Single family detached structures can be adaptively reused for commercial or office uses.
- Walkability and non-motorized connections within and to Mixed Use Corridors is essential to maintain character and access to daily needs and services.
- Infill development should be encouraged to support existing infrastructure.
- Public transit amenities should be considered including shelters, signage, benches, and route information.

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# MIXED-USE CORRIDORS

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## Regional:

Regional Mixed-Use Corridors areas are located along the busiest corridors, which support a high volume of both local and regional traffic. This area may include large national chains, regional retailers, and auto-oriented uses that draw customers both regionally and locally. Compared to Neighborhood Mixed-Use Corridors areas they are high intensity and feature the largest scale of commercial development.

## **LAND USE:**

- National, regional, and specialized big-box retailers.
- Auto-oriented commercial such as gas stations, auto-repair, and car dealerships.
- Drive-through uses.
- Day-to-day retail and services such as grocery stores, convenience stores, dry cleaners, pharmacies and beauty services.
- Restaurants, cafes and bars that offer various food options.
- Professional and medical office
- Higher density multiple-family residential.
- Mixed-use that includes uses noted above.
- Public and institutional facilities such as schools, places of worship, police stations, and community centers.

## **DESIGN CONCEPTS AND CONSIDERATIONS:**

- Large single and multi-story structures that may be freestanding or integrated as part of a connected retail or campus pattern.
- Buildings may be setback to allow room for onsite parking and automobile access from the street.
- Large parking lots shall be screened, landscaped, and provided with pedestrian connections and other design amenities to break up excessive pavement and reduce visual impact of parking areas.
- Architectural design must create an interesting visual experience for both sidewalk users and automobiles.
- Ensure appropriate transition to adjacent neighborhoods.
- Infill development should be encouraged to support existing infrastructure
- Design creativity with regards to materials is encouraged, although low quality materials or building designs that inhibit activity on the corridor will not be permitted.
- Public transit amenities should be considered including shelters, signage, benches, and route information.
- Walkability and non-motorized connections within and to Mixed Use corridors is essential to create character and access for all residents and visitors.



# TOWNSHIP CORE

The Township Core will serve as the center of the township. It will include the township governmental center of the Township Civic Center and the Ypsilanti District Library. Huron Street and the immediate area can serve a mix of uses from multiple-family residential to light industrial. A Special Area Plan for the Township Core is located in Chapter 10.

## LAND USE:

- Day-to-day neighborhood scale retail and services such as grocery stores, convenience stores, dry cleaners, pharmacies and beauty services.
- Restaurants, cafes and bars that offer various food options.
- Hotels and lodging.\*
- Corporate, general and medical office.
- Multiple-family residential.
- Unique amenities such a community center, community parks, open space and the Eagle Crest Resort.
- Public buildings and government offices such as the Township Civic Center, and the Ypsilanti District Library.
- Clean light industrial and warehousing uses\*.

\* Land use envisioned only north of Huron River Drive

## DESIGN CONCEPTS AND CONSIDERATIONS:

- Large single and multi-story structures that may be freestanding or integrated as part of a connected retail or campus pattern.
- Mixed-use development with residential, office, and commercial uses.
- Architectural design must create an interesting visual experience for both sidewalk users at close range and for those viewing the skyline from a distance.
- Infill development should be encouraged to support existing infrastructure
- Design creativity with regard to materials will be encouraged, although low quality materials or building designs that inhibit activity on the corridor will not be permitted.

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# INNOVATION AND EMPLOYMENT DISTRICT

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Innovation and Employment areas are the major employment areas of the township. The areas will be dominated by advanced companies which are at the cutting edge of innovation with a combination technology, office, craft manufacturing or light industrial uses. The Innovation and Employment District focuses on strategies for new investment and redevelopment that relies on proximity, connections and physical relationships of mutually supportive industries and businesses. This designation includes the American Center for Mobility and the Yankee Air Museum.

## LAND USE:

- Light industrial and manufacturing of goods and products.
- High technology including research and development, laboratories, and testing facilities.
- Corporate and regional offices, including larger campuses.
- Warehouses, shipping, and logistics that access regional transportation arterial roads, such as highways.
- Municipal utilities and government offices

## DESIGN CONCEPTS AND CONSIDERATIONS:

- Low rise office buildings
- Manufacturing buildings with varied heights based on tenant needs.
- New construction and redeveloped properties should be set in an integrated campus environment.
- Larger parcels allow for larger scale development.
- Durable metal, glass, masonry and other materials should be used to promote the scientific image of emerging technology.
- “Back of house” operations such as trash enclosures and loading docks shall be oriented to back of site, screened, and not visible from the public street.

# 9: IMPLEMENTATION



## INTRODUCTION

Achieving the vision of the Ypsilanti Township 2040 Master Plan will take significant time, effort, and in many cases funding, to achieve. Township government will not be able to do it alone. An engaged community – that works together, combines resources and shares success – and committed partners are essential for Ypsilanti Township to be a thriving community of healthy and sustaining neighborhoods, lasting livelihoods, and great places. This chapter outlines actions for township officials and staff as well as partners and the community.

## STRONG PARTNERSHIPS

Partnerships, formal and informal, are critical to successful implementation of this plan. The township will continue to strengthen existing partnerships, pursue new partnerships, and maintain open lines of communication. Existing and potential partners are listed on this page. As new opportunities arise, the township should not hesitate to engage organizations, groups or businesses not included here to achieve the vision of Ypsilanti Township 2040.

## POTENTIAL PARTNERS

- **Local Government:** Washtenaw County Road Commission, Washtenaw County Water Resources Commission, Washtenaw County Office of Economic and Community Development, Washtenaw County Parks and Recreation Commission, Washtenaw County Sheriff.
- **State Government:** Michigan Department of Transportation; Michigan Department of Environment, Great Lakes, and Energy; Michigan Economic Development Corporation; and Michigan State Housing Development Authority.
- **School Districts:** Ypsilanti Community Schools, Lincoln Consolidated Schools, Van Buren Public Schools, Washtenaw Intermediate School District.
- **Neighborhood Organizations:** Neighborhood Watch Groups, Homeowners' Associations.
- **Community Partners:** Habitat for Humanity, YMCA, Places of Worship, SPARK, Innovative Ypsi Interim Program, Vantage Port, Washtenaw Community College Entrepreneurship Center, Small Business Development Center at Washtenaw Community College.
- **Major Employers:** such as Eby-Brown Co LLC (Distribution Center), General Dynamics Advanced Information (Manufacturing), Pollard Banknote, Ltd. (Manufacturing) and Kroger (Retail).
- **Local Institutions:** Eastern Michigan University, Ypsilanti District Library, University of Michigan, St. Joseph Health System, Washtenaw Community College, Concordia University, Cleary College.
- **Development Community:** local builders, developers, architects, planners, landscape architects, engineers and financing institutions



## FUNDING SOURCES

The Township will need to pursue multiple and creative sources of funding to implement this plan. These funding sources may change over time. The Township must continually investigate and pursue new sources of funding. Funding sources fall into four categories:

### 1. Township Funded

- a. General Fund
- b. Township selling of properties for specific program(s)

### 2. Economic Programs

- a. Brownfield Tax Increment Financing
- b. Community Development Block Grant (CDBG)
- c. Michigan Community Revitalization Program (MCRP)
- d. Michigan Main Street (MMS)
- e. Public Spaces Community Places (PSCP)
- f. Redevelopment Ready Communities (RRC)
- g. SmartZones
- h. Transformational Brownfield Plans (TBP)
- i. Opportunity Zone
- j. Ypsilanti Township Local Development Finance Authority
- k. Corridor Improvement Authority

### 3. Transportation and Non-Motorized Infrastructure

- a. Transportation Alternative Programs (TAP) Grants
- b. Stormwater, Asset Management, and Wastewater (SAW) Grants
- c. Washtenaw County Connecting Communities Grants
- d. Transportation Economic Development Fund (TEDF) Grants

### 4. Parks, Trails, and Open Spaces

- a. Land and Water Conservation Fund
- b. Michigan Natural Resources Trust Fund
- c. Recreation Passport Grants
- d. Forestry Grants
- e. Recreation Improvement Grants
- f. Recreational Trails Program Grants
- g. Washtenaw County Natural Areas Preservation Program

## FUTURE MASTER PLAN UPDATES

Per the Michigan Planning Enabling Act, the Master Plan for Ypsilanti Township should be updated once every five years. In addition to bringing the implementation table up to date, the next update could include:

- Housing studies and neighborhood plans for areas participating in the Healthy Neighborhood Program.
- Corridor plan for Rawsonville Road, possibly in partnership with Van Buren Township and Wayne County.

## PHASING

Actions have been based on timeframes of Years 0-2, 2-5, and 5 and on. The breakdown is in order to most efficiently utilize resources and best management expectations understanding that the Township does not have the ability to accomplish all actions within the first few years. This timeframe is not set in stone and may be adjusted as opportunities, funding sources, or challenges arise.

KEY FOR IMPLEMENTATION TABLE (PAGES 64-66)	
CATALYST PROJECTS	
ZO	Comprehensive Rewrite of the Zoning Ordinance
HN	Healthy Neighborhood Program
WR	Extension of Wiard Road to East Michigan Avenue
OS	Open Space and Agriculture Preservation
SC	Social and Cultural Presence
GOALS	
NEIGHBORHOODS	
N1	Reinvest in Neighborhoods
N2	Make Neighborhoods Beautiful
N3	Increase Health and Safety within the Community
N4	Provide Efficient and Multiple Transportation Options for all Residents
N5	Foster Housing Stability and Promote Reinvestment in Traditional Neighborhoods
JOBS	
J1	Create Small Businesses to Improve Community Wealth and Self-Sufficiency
J2	Encourage Proactive Strategic Development in Township
J3	Train and Develop Local Workers and Entrepreneurs
J4	Facilitate Redevelopment of Township-Owned Vacant or Under-utilized Land
J5	Continue Redevelopment of the Willow Run Bomber Factory as a Tourist and Technology Magnet
PLACES	
P1	Capitalize on the Township Core as the Regional Draw of the Township
P2	Preserve Agriculture and Open Space in the southern part of the Township
P3	Revitalize Corridors as Vibrant, Successful Business Districts that can Serve the Daily Needs of Adjacent Residents
P4	Bring Arts and Culture into Daily Life

GOAL	CATALYST PROJECT	STRATEGY	YEAR 0-2	YEAR 2-5	YEAR 5 AND LATER
N1	HN, ZO	Diversify housing choices.	Update zoning to allow variety of housing types in appropriate locations.	Review zoning to assess housing density; amend if necessary.	Review zoning to assess housing density; amend if necessary.
N1	HN	Maintain and improve underground neighborhood infrastructure.		Assess sewer, waste and storm water infrastructure.	Fund annually maintenance and improvements in underground neighborhood infrastructure.
N1, N3	HN	Improve and maintain street lights in neighborhoods.	Identify existing neighborhood street light deficiencies, with community input.	Install new street lighting at identified locations	Complete street light installation.
N1, N3, N4	HN	Ensure all neighborhood streets have sidewalks on both sides of the street on all blocks.	Complete Non-Motorized Plan.	Address sidewalk gaps and improvements.	Fund sidewalk gaps and improvements annually.
N1, N4	HN	Invest in Complete Streets.	Pass Complete Streets Ordinance.	Implement two projects from non-motorized plan.	Fund and implement non-motorized plan annually.
N1, N5	HN	Encourage and assist in home ownership.	Monitor housing affordability and foreclosures. Support and create home ownership programs with partners.	Hold neighborhood tours and assist with marketing materials for homebuyers.	Track annually success of programs and designate staff time and/or Township funds to support programs, tours and marketing.
N2	HN, SC	Facilitate and fund neighborhood beautification projects	Create funding plan for neighborhood beautification grant program.	Create grant program for neighborhood beautification projects.	Fund grants annually.
N2, N3	HN, ZO, SC	Repurpose vacant lots as parks, community gardens, public art, urban farms or rain gardens.	Identify and prioritize vacant lots to be repurposed. Update zoning to easily allow repurposing of lots.	Repurpose lots as pilot projects in three neighborhoods.	Facilitate repurposing of at least one neighborhood vacant lot annually.
N2, N3	HN	Sponsor cleanup day for each neighborhood.	Pilot cleanup day in two neighborhoods.	Expand cleanup days to neighborhood preservation areas.	Hold cleanup day for all interested neighborhoods annually.
N2, N3	HN	Work with neighborhood to positively enforce property maintenance code requirements.	Pilot renter welcome packet in West Willow.	Adapt and expand welcome packet to other neighborhoods.	Support renter welcome packet in all interested neighborhoods annually.
N3	HN	Improve public safety within neighborhoods.	Work with Sheriff's Office to develop plan to address public safety, track progress and design pilot program.	Run pilot safety program in a neighborhood.	Adapt public safety program and run in neighborhood preservation areas.
N4	HN	Ensure bus routes link neighborhoods to shopping areas and employment areas.	Review AAATA routes based on population, retail, and employment hubs.	Work with AAATA to expand bus service – frequency, routes & park & ride areas.	Achieve 10-year funding for expanded service.
N4	HN	Create bike paths or routes linking neighborhoods, shopping areas and employment areas.	Advocate for and support bike path over I-94 on Huron Drive.	Implement two projects from non-motorized plan.	Fund and implement non-motorized plan annually.
N4	HN, WR	Invest in strategic traffic improvements.	Begin advocacy for Wiard Road connection.	Identify key road projects and coordinate funding.	Annually pursue implementation of key road projects, including Wiard Road connection.

GOAL	CATALYST PROJECT	STRATEGY	YEAR 0-2	YEAR 2-5	YEAR 5 AND LATER
N5	HN	Enable and incentivize home improvements.	Establish tool lending libraries in interested neighborhoods.	Explore interest and funding for home maintenance loans and/or grants.	Launch home maintenance loans and/or grants.
N5	HN	Ensure neighborhoods are prepared for future maintenance costs.	Facilitate YCUA, WCRC, and WCWRC presentations at Neighborhood Watch meetings.	Identify neighborhoods with infrastructure updates needed in the next 10 years.	Facilitate connections between neighborhoods and lenders, HOA management companies and other groups able to assist with maintenance costs.
J1		Support existing small businesses.	Establish a Ypsilanti Township Economic Gardening program.	Host a quarterly small business forum. Work with city of Ypsilanti to create a "Shop Local" initiative.	Allocate staff time annually to educate investors and lenders on the commercial opportunities in Ypsilanti Township.
J1, J2		Facilitate entrepreneurship and small new business growth.	Assess Ypsilanti Township government to ensure it is business-friendly.	With partners, review, assess, and strategize improvements to the local small business and entrepreneurship culture. Recruit desired businesses.	Allocate resources annually to improve business culture and recruit businesses.
J2	ZO	Use zoning to implement and require strategic development.	Update Zoning Ordinance based upon Master Plan.	Update Township regulatory documents to assist in smart development.	Annually review zoning ordinance.
J2		Become "Redevelopment Ready".	Complete Michigan Economic Development Corporation "Redevelopment Ready" program.	Implement recommendations for Redevelopment Ready.	
J2, J4		Create redevelopment plans for Township owned properties.	Work with partners to redevelop Ecorse Road parcels.	Create redevelopment plan for Liberty Square. Create redevelopment plan for township owned parcels in Township Core.	Fund creation of at least one redevelopment plan annually.
J3		Partner to offer job training to help Ypsilanti Township residents and entrepreneurship skills for small business owners.	With partners, review and assess skills deficiencies and shortfalls.		Create programs with partners at K-12, college and adult learning level to teach desired skills.
J3		Establish financial program to assist in advanced job training.	Coordinate with major employers to identify issues that influence employees choice of whether to live in Ypsilanti Township.	Coordinate with local schools and employers to create a program that provides youth with internship opportunities with local companies.	Work with State of Michigan Workforce Development Agency and Washtenaw County to support job training programs.
J4		Prepare appropriate township owned parcels for redevelopment.	Complete Phase 1 environmental reports for all township owned parcels.	Evaluate all township parcels and rank based on redevelopment potential.	Create plan to sell unneeded township-owned parcels.



GOAL	CATALYST PROJECT	STRATEGY	YEAR 0-2	YEAR 2-5	YEAR 5 AND LATER
J5	WR	Extend Wiard Road over the railroad to Parkwood to connect E. Michigan Avenue to Ecorse Road and the area surrounding the former Willow Run Bomber Plant.	Develop concept plan and share with railroad, ACM, MDOT and WCRC.	Explore funding options.	Plan, fund and build Wiard Road extension.
J5	ZO	Implement ACM special area plan.	Update zoning to implement special area plan.	Build partnerships and prioritize improvements in special area plan.	Annually pursue implementation of special area plan.
P1	ZO	Adopt zoning standards based on the Township Core Special Area Plan.	Develop and adopt zoning to implement Township Core Special Area Plan.	Assess Township Core zoning, amend if necessary.	
P1		Develop township owned parcels to kickstart Township Core development.	Recruit developers to partner on development of township owned parcels.	Develop at least one township owned parcel in Township Core.	Annually recruit desired businesses to develop township-owned parcels.
P2	OS, ZO	Encourage development in areas already served with water and sewer utilities.	Adopt zoning regulations with density based on Future Land Use Plan.	Undertake a traffic study to examine roads capacity to accommodate projected growth under current zoning, with options of downzoning or a moratorium.	Coordinate a future utility extension policy with YCUA, WCWRC, and WCRC. Update zoning, if needed.
P2	OS	Preserve farmland in the southern part of the Township.	Develop relationships and research funding options for farmland preservation.	Assist establishment of conservation easements for Township farms.	Explore purchase of development rights and transfer of development rights programs.
P2	OS, ZO	Support the agricultural economy.	Update zoning regulations to implement agricultural preservation future land use description.	Link to and promote Township agritourism.	Explore demonstration farm or agricultural education program.
P3	ZO	Promote mixed-use, walkable, development patterns including residential, commercial, and institutional uses.	Update zoning regulations to implement Master Plan, ReImagine Washtenaw and E. Michigan Ave. & Ecorse Road PlaceMaking Plan.	Proactively recruit grocery stores, hardware stores, medical services, restaurants, and entertainment.	Work with property and business owners to relocate incompatible uses to more appropriate areas.
P3		Improve appearance of corridors.		Establish detailed corridor streetscape programs with lighting, signs, landscaping, etc.	Create façade improvement program.
P3		Create public spaces such as parks and plazas along corridors.	Include public space in redevelopment of Ecorse Road parcels.	Incorporate public spaces into redevelopment plans for township-owned parcels.	Update parks and recreation plan to include public spaces along corridors.
P4	SCP	Establish a public arts program.	Explore partnerships with Eastern Michigan University, local school districts and others.	Implement at least one public arts project.	Annually dedicate staff time and/or funding to public art program.
P4	SCP	Sponsor cultural events such as concerts, festivals, storytelling events, etc.	Sponsor two events annually.	Sponsor three events annually.	Annually sponsor four events.



# 10: SPECIAL AREA PLANS



## INTRODUCTION

The special area plans are specific guides for redevelopment for unique and distinct areas of the township. These plans should be given the same weight in decision-making as adopted corridor plans, like ReImagine Washtenaw and the East Michigan Avenue/Ecorse PlaceMaking Plan. Similar to catalyst projects, implementation of these plans will cause a corresponding and complementary reaction. They are multi-faceted projects of sufficient magnitude to stimulate redevelopment of underdeveloped properties, job creation, and stabilization of neighborhoods.



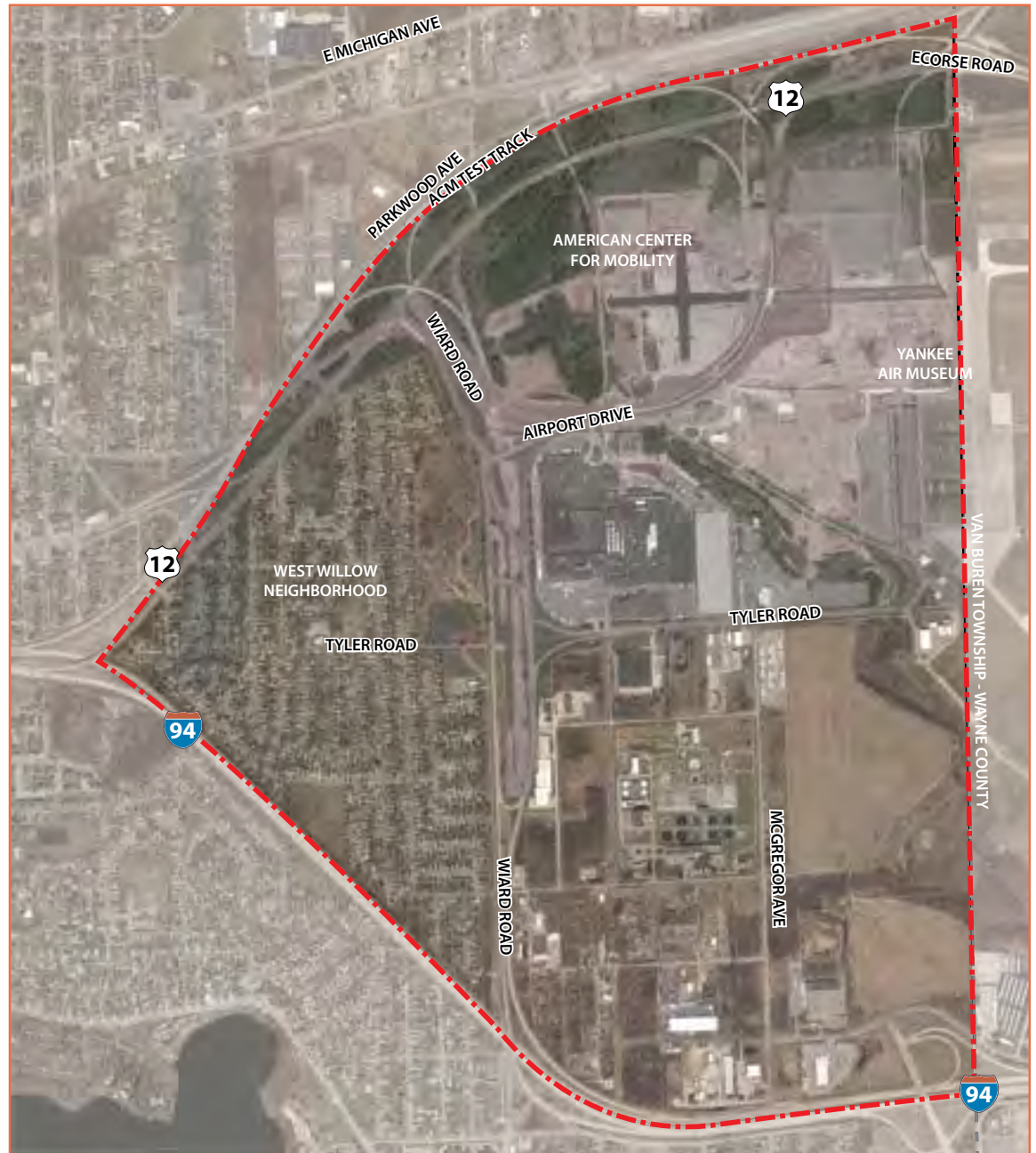


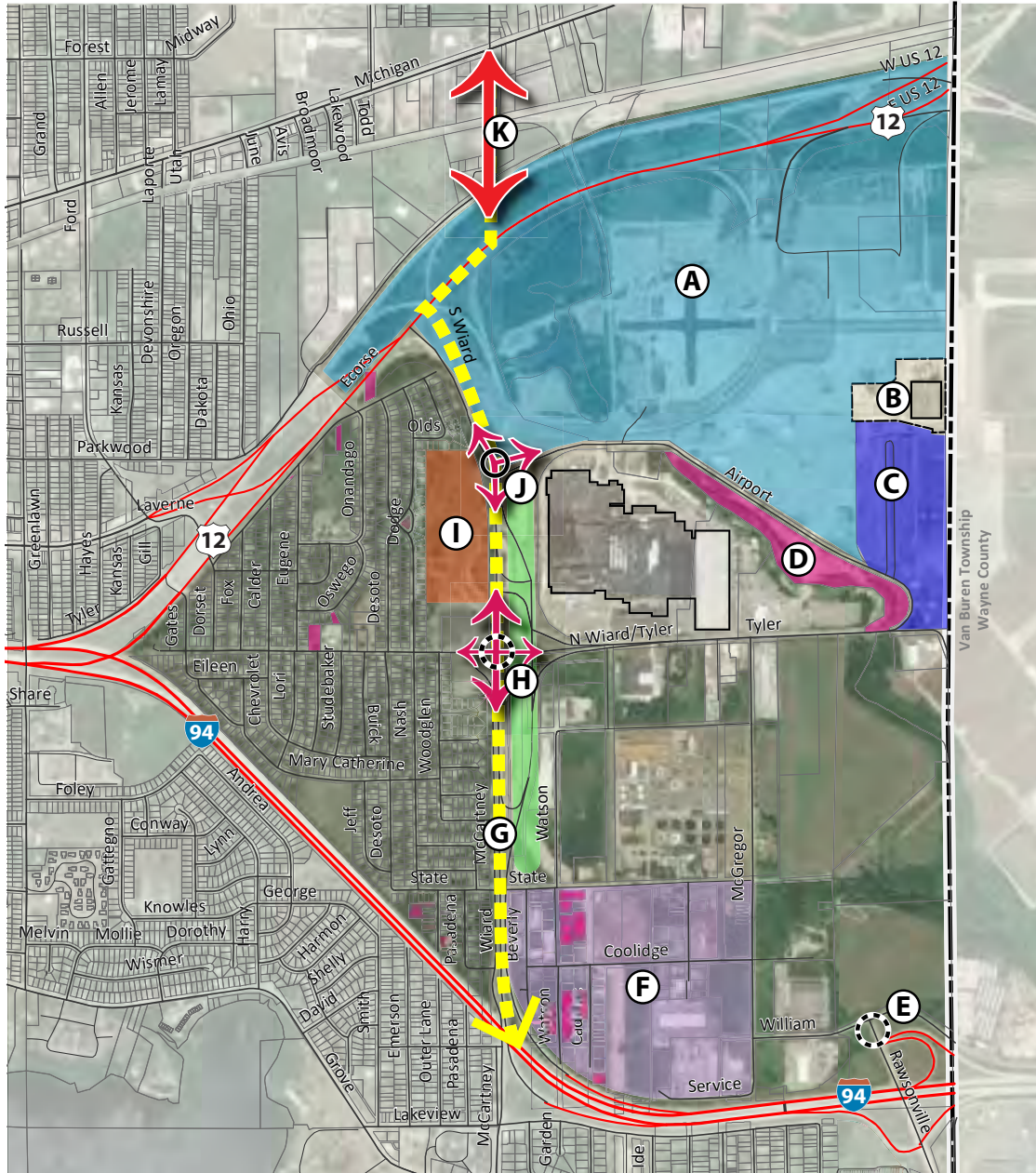
## WILLOW RUN

The adaptive reuse of the Willow Run Bomber Plant for uses such as the American Center for Mobility (ACM) and the Yankee Air Museum (YAM) provides a tremendous opportunity for job creation, neighborhood connections, economic development, and infrastructure investment. However, ACM, YAM, and spin off opportunities are limited due to physical restraints of surrounding road layouts. Road improvements as shown on the plan would both greatly increase economic development potential and also better link township neighborhoods.

Identified as a catalyst project, a north/south road connection directly connecting Wiard Road with Michigan Avenue would unlock significant development potential for E. Michigan Avenue, particularly for spinoff businesses wanting to locate close to ACM.

In addition, it provides a physical connection and eliminates isolation to both West Willow and the E. Michigan Avenue neighborhoods.



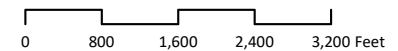


# American Center for Mobility (ACM) Concept Plan

Ypsilanti Township, Washtenaw County

- A ACM campus
- B Yankee Air Museum
- C Willow Run Airport Property
- D Potential green space and retail location
- E Proposed roundabout and gateway location
- F Potential accessory use or plug-and-play warehouse district; would require expansion of utilities
- G Consolidate split highway into single two-way street to allow creation of linear greenway and/or potential new commercial space
- H Primary entrance / gateway; Grand entrance forms connection between West Willow and ACM campus
- I Potential hotel & retail development site
- J Secondary entrance / gateway
- K Extension of Ward Road to East Michigan Avenue

- Two-way street consolidation
- Undeveloped Township-owned parcels
- Existing roundabout
- Proposed roundabout



Carlisle/Wortman Associates  
July 2019

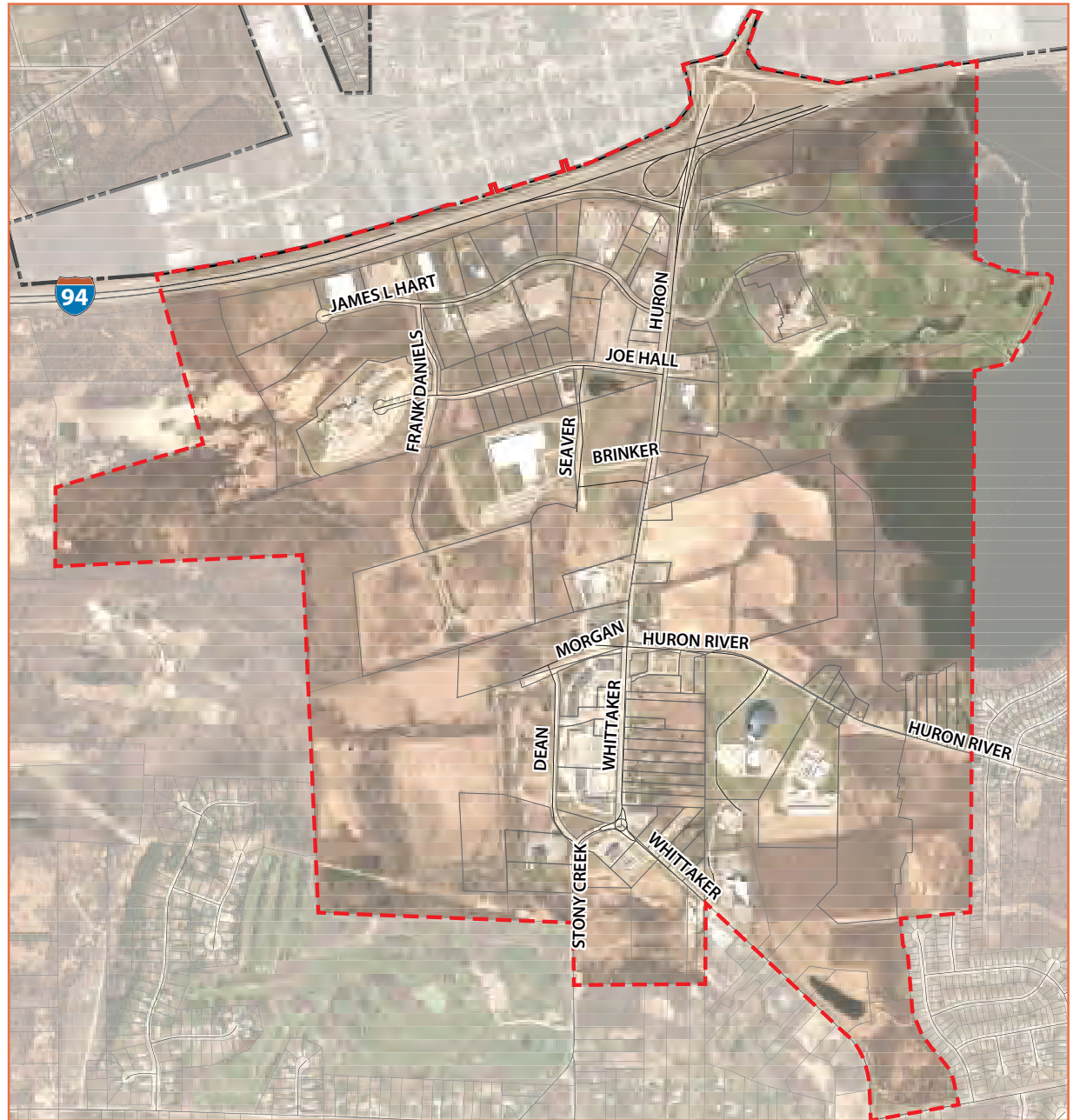


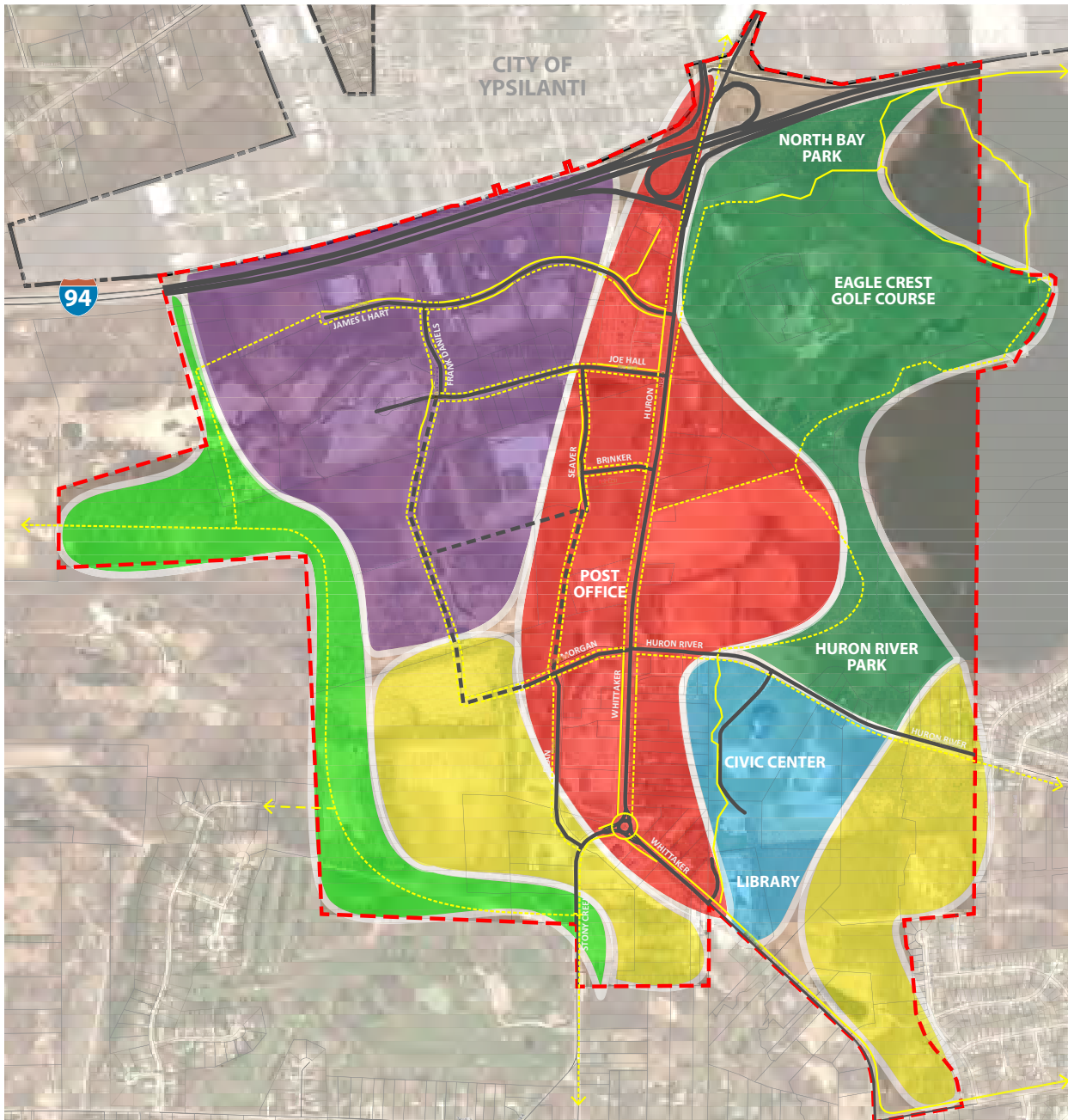


## TOWNSHIP CORE

The Township Core will serve as the central gathering place and commercial base of the township. The area is centrally located and is already well served with infrastructure, public transportation, established foundational uses, and convenient access. Buildout will be market responsive with a variety of uses including civic, regional and local commercial, hotels and restaurants, office, multiple-family housing, and open space that will meet the daily needs of Township residents.

The Future Land Use Plan on the opposite page shows appropriate locations for land uses as well as proposed non-motorized routes and roads. For more specific land use information, see the “ Township Core” section in Chapter 8: Future Land Use Plan.





## FUTURE LAND USE - TOWNSHIP CORE

### Ypsilanti Township, Washtenaw County

**Mixed-use Core:**

Uses with a community-wide draw – such as hotels, restaurants, shopping, and public parks, spaces, and buildings, including government offices and a community center.

**Residential:**

Residential areas designed to complement and bring vitality to the mixed use core. Types of homes could include single-family residential, attached residential and multiple-family.

**Institutional:**

The Civic Center, Library and Vietnam Veterans Memorial are located here. Complementary institutional uses - such as other government offices, parks, event space – should be located here.

**Innovation & Employment:**

Major employment area with road and utility infrastructure for a combination of technology, office, craft manufacturing or light industrial uses.

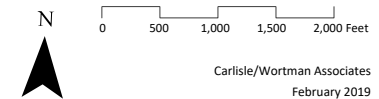
**Open Space & Recreation:**

North Bay Park, Eagle Crest Golf Course and Huron River Park are located here. These entities are an open space system that should be linked by trails and give the public access to Ford Lake.

**Buffer Zone:**

The existing wetlands and woodlands in this area should be preserved as a natural system and a buffer between the existing neighborhoods to the south and the more intense land uses in the Township Core.

- Township Border
- Township Core Boundary
- Existing Road
- Proposed Road
- Existing Non-motorized Route
- Proposed Non-motorized Route





## GAULT VILLAGE

Gault Village will be redeveloped in partnership with the adjacent neighborhood as a mixed-use and residential development. The redevelopment is highlighted with mixed-use buildings fronting Emerick Street, and a mix of housing options internally. Redevelopment will be sensitive to the existing neighborhood fabric and ensure that property buffers and transitions are respected.





# Gault Village Concept Plan

Ypsilanti Township, Washtenaw County

**Mixed Use Retail / Residential:**

Two to four story buildings with mid-scale retail on first floor and apartments or condos on upper floors. Parking would include shared surface parking with surrounding housing. Priority retail tenants would include grocery and hardware stores.

**Attached & Stacked Single Family:**

Two to three story townhomes with a typical square footage of 800 square feet per floor (20x40' footprint). Each unit would have a built-in garage. A shared open space in the center of the development could house a community center.

**Bungalow Courts or Tiny Homes:**

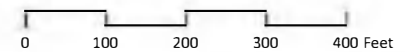
Small one to two story single-family residences clustered around a shared central garden. Typical square footage of 576 square feet per floor (24x24' footprint).

**Retaining Wall / Buffer Zone:**

Existing retaining wall will be rebuilt and landscaped to provide a buffer between the new development and existing neighborhood.

--- Township Border

--- Gault Village Parcel Boundary



Carlisle/Wortman Associates  
July 2019





# 11: APPENDIX



## INTRODUCTION

The appendix contains the following supporting documentation for the Master Plan:

- Results from the 2018 survey
- Demographic information
- Reports from community engagement events
- Neighborhood reports





	MICHIGAN	WASHTENAW COUNTY	WAYNE COUNTY	ANN ARBOR CHARTER TOWNSHIP	AUGUSTA CHARTER TOWNSHIP	PITTSFIELD CHARTER TOWNSHIP	SUPERIOR CHARTER TOWNSHIP	VAN BUREN CHARTER TOWNSHIP	CITY OF YPSILANTI	YPSILANTI CHARTER TOWNSHIP	PINEWOOD/SHERMAN OAKS	GREEN FARM	CREEKSIDE
BLACK OR AFRICAN AMERICAN	13.4%	11.6%	39.4%	0.7%	5.7%	13.7%	26.6%	27.8%	27.7%	31.9%	12.1%	26.7%	30.4%
AMERICAN INDIAN AND ALASKA NATIVE	0.5%	0.2%	0.4%	0.0%	1.8%	0.2%	0.0%	0.3%	0.0%	0.3%	0.0%	1.8%	0.0%
ASIAN	2.3%	8.0%	2.3%	21.9%	0.0%	12.6%	5.6%	1.8%	2.1%	3.1%	6.6%	7.6%	3.0%
NATIVE HAWAIIAN AND OTHER PACIFIC ISLANDER	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.3%	0.2%	0.3%	0.0%	0.0%	0.0%	0.0%
SOME OTHER RACE	0.8%	0.6%	1.3%	1.2%	0.4%	0.6%	1.2%	0.4%	1.6%	1.0%	0.0%	0.7%	0.0%
TWO OR MORE RACES	1.6%	2.6%	1.5%	2.3%	4.4%	2.8%	2.9%	3.3%	4.1%	3.9%	0.7%	2.7%	2.1%
WHITE	81.5%	76.9%	55.1%	73.9%	87.7%	70.1%	63.3%	66.3%	64.2%	59.9%	80.6%	60.5%	64.5%

**RACE AND ETHNICITY OF OCCUPIED HOUSING**

	SCHOONER COVE	SOUTHEAST	LAKEVIEW	SUGARBROOK	GAULT VILLAGE	WEST WILLOW	OAKLAWN HAWTHORNE	LAY GARDENS	HOLMES ROAD	STEVENS PARK	HEWITT ROAD	ASPEN CHASE	HURON HEIGHTS
BLACK OR AFRICAN AMERICAN	24.8%	21.3%	34.6%	44.0%	15.2%	73.7%	18.1%	30.2%	29.2%	21.9%	48.0%	40.8%	53.8%
AMERICAN INDIAN AND ALASKA NATIVE	0.0%	0.0%	0.0%	0.0%	0.0%	1.4%	1.0%	0.5%	0.0%	0.0%	0.0%	0.0%	0.0%
ASIAN	5.1%	0.0%	2.2%	2.3%	0.3%	0.0%	0.0%	0.0%	1.6%	6.4%	0.6%	8.9%	1.1%
NATIVE HAWAIIAN AND OTHER PACIFIC ISLANDER	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
SOME OTHER RACE	0.0%	1.7%	0.8%	0.0%	0.0%	0.0%	0.0%	3.0%	0.0%	1.0%	3.8%	3.4%	1.7%
TWO OR MORE RACES	4.5%	6.1%	3.1%	2.9%	5.1%	2.2%	3.3%	1.0%	0.0%	3.0%	9.3%	9.1%	7.1%
WHITE	65.6%	70.9%	59.3%	50.7%	79.5%	22.7%	77.6%	65.4%	69.1%	67.7%	38.3%	37.9%	36.2%

2018 Ypsilanti Charter Township Community Engagement for Planning

# Combined Results

2018 Ypsilanti Charter Township Community Engagement for Planning  Combined Results		Satisfaction Questions													
		Satisfaction with Township Services/Attributes (10 is perfect score)													
		School district meeting the needs of the community	Preparation of students for solid careers	Preparation of students for college	Road maintenance	Amount of traffic congestion on the roads	Public transportation options	Accommodation for bicycle and foot traffic	Garbage collection service	Brush and leaf disposal	Recycling service	Amount and quality of services you receive for the local taxes you pay	Communication on how tax dollars are used	Shopping convenience for everyday items	Shopping convenience for major/specialty items
<b>2018 Scores</b>		<b>5.3</b>	<b>5.0</b>	<b>5.1</b>	<b>5.6</b>	<b>5.8</b>	<b>6.2</b>	<b>5.5</b>	<b>8.0</b>	<b>7.9</b>	<b>7.5</b>	<b>6.5</b>	<b>5.4</b>	<b>6.9</b>	<b>5.6</b>
<b>Sample Overall</b>		<b>5.3</b>	<b>5.0</b>	<b>5.2</b>	<b>5.5</b>	<b>5.8</b>	<b>6.3</b>	<b>5.8</b>	<b>7.9</b>	<b>7.8</b>	<b>7.6</b>	<b>6.4</b>	<b>5.4</b>	<b>7.1</b>	<b>6.0</b>
<b>Non-sample Overall</b>		<b>5.3</b>	<b>5.0</b>	<b>5.0</b>	<b>5.8</b>	<b>5.7</b>	<b>6.0</b>	<b>5.1</b>	<b>8.1</b>	<b>8.0</b>	<b>7.4</b>	<b>6.6</b>	<b>5.4</b>	<b>6.6</b>	<b>5.0</b>
<b>2009 Scores</b>		<b>5.6</b>	<b>5.2</b>	<b>5.2</b>	<b>5.2</b>	<b>6.1</b>	<b>4.8</b>	<b>6.8</b>	<b>8.4</b>	<b>8.1</b>	<b>8.4</b>			<b>7.6</b>	<b>6.7</b>
Residency	One year or less	6.8	5.7	7.2	6.0	6.6	6.8	5.2	8.1	8.3	7.9	6.7	6.2	6.7	5.7
	1-5 years	5.3	4.8	5.0	5.2	5.9	5.5	5.0	7.0	7.1	6.8	5.9	4.7	6.7	5.4
	6-10 years	5.7	5.3	5.7	6.1	6.0	6.3	4.8	8.3	8.0	7.5	6.4	5.1	6.8	5.4
	More than 10 years	5.2	5.0	5.0	5.6	5.6	6.2	5.7	8.1	7.9	7.6	6.6	5.6	7.0	5.7
Own/Rent	Own	5.6	5.2	5.4	5.8	5.8	6.1	5.5	8.1	7.9	7.7	6.6	5.5	6.8	5.6
	Rent/Lease	4.9	4.6	4.7	4.1	5.3	5.8	4.5	7.5	7.2	6.0	5.2	4.0	7.0	6.2
Residence Type	Single family (less than 1 acre lot)	5.3	4.9	5.0	5.6	5.8	6.3	5.6	7.9	7.8	7.5	6.5	5.4	6.9	5.5
	Single family (1-5 acre lot)	5.3	5.5	5.5	5.9	5.6	5.7	5.1	8.6	8.1	7.9	6.3	4.9	6.9	5.8
	Single family (5+ acre lot)	6.7	6.3	5.7	5.6	5.0	5.8	5.7	7.9	9.0	7.7	5.9	4.8	6.4	4.9
	Apartment	5.4	5.3	5.5	4.8	4.7	6.4	4.6	8.5	8.4	7.1	7.0	5.8	7.1	6.3
	Manufactured home	7.0	6.0	6.0	6.0	5.6	7.2	7.2	8.0	8.7	4.7	8.0	6.0	6.8	5.6
	Multifamily	5.1	4.9	5.5	5.3	5.8	5.7	5.2	7.9	7.4	7.9	6.7	5.8	7.4	6.4
Other	4.7	4.3	5.0	6.0	6.0	5.5	5.0	8.0	7.7	7.3	5.7	6.3	7.7	6.3	
Employment Location	Yes	5.0	4.8	4.9	4.9	5.7	5.5	4.7	8.0	7.8	7.3	6.2	5.3	6.8	5.5
	No, a different community	5.3	5.1	5.1	5.8	5.8	6.2	5.4	7.8	7.6	7.3	6.3	5.0	6.8	5.4
	I am unemployed	4.4	4.2	4.0	4.2	5.8	5.5	4.9	7.8	7.5	7.1	6.0	4.8	6.9	6.0
	I am retired	5.6	5.1	5.3	5.7	5.6	6.5	6.3	8.5	8.5	8.1	7.2	6.5	7.1	6.1
Own/Manage Business	Yes	5.4	4.6	5.2	5.5	5.9	6.2	5.7	8.2	8.2	7.6	7.0	5.8	7.6	6.6
	No	5.4	5.1	5.2	5.6	5.8	6.1	5.4	8.0	7.8	7.6	6.5	5.3	6.9	5.4
Age	Under 18	-	-	-	7.0	7.0	-	7.0	9.0	9.0	9.0	7.0	-	3.0	4.0
	18 to 24	6.0	4.5	7.0	3.7	3.5	7.0	4.4	7.2	7.0	8.6	-	-	7.8	6.2
	25 to 34	5.4	4.9	4.9	5.4	6.3	5.7	5.0	7.8	7.1	6.6	4.8	4.1	6.9	5.4
	35 to 44	5.7	4.9	5.2	5.8	6.2	6.1	5.6	7.5	7.3	7.0	6.3	4.9	6.6	5.2
	45 to 54	5.0	5.1	5.0	5.8	5.8	6.1	5.0	8.0	7.9	7.6	6.4	5.1	7.1	5.5
	55 to 64	5.0	5.0	5.0	5.4	5.5	6.0	5.4	8.1	7.9	7.6	6.5	5.4	6.9	5.6
65 or over	5.7	5.1	5.4	5.7	5.6	6.7	6.1	8.5	8.5	8.1	7.2	6.5	7.1	6.0	
Education	Some high school or less	4.3	4.7	4.7	3.8	4.5	5.5	5.3	7.6	7.5	7.0	4.3	3.0	7.0	6.3
	High school graduate	4.9	4.2	5.0	4.9	5.5	6.4	5.6	7.7	7.5	7.3	6.6	5.0	6.6	5.9
	Some college	5.2	4.9	5.0	5.5	5.6	6.5	6.1	7.9	8.0	7.5	6.5	5.7	6.7	5.8
	College graduate	5.5	5.2	5.2	5.8	5.8	6.2	5.4	8.1	7.9	7.6	6.5	5.4	7.0	5.6
	Graduate degree(s)	5.3	5.2	5.1	5.7	5.9	5.8	5.1	8.1	7.8	7.6	6.6	5.3	7.1	5.4
Household Income	\$25,000 or less	4.5	4.5	4.9	4.3	5.2	5.8	5.4	7.0	7.0	6.6	6.8	5.9	6.7	6.0
	\$25,001 to \$50,000	5.1	4.4	4.6	5.2	5.4	6.7	6.0	8.1	8.2	7.3	6.6	5.6	6.9	5.8
	\$50,001 to \$100,000	5.3	5.1	5.3	5.8	5.7	6.1	5.3	8.1	7.9	7.6	6.5	5.4	7.2	5.9
	Over \$100,000	5.5	5.3	5.1	5.9	6.1	6.0	5.3	8.0	7.8	7.6	6.4	5.2	6.9	5.1
Marital Status	Single	4.6	4.5	4.5	5.4	5.8	5.8	5.4	7.7	7.6	6.9	6.3	5.1	6.8	5.8
	Married/living with partner	5.4	5.0	5.0	5.5	5.8	6.2	5.4	8.0	7.8	7.6	6.5	5.4	7.0	5.6
	Widowed/separated/divorced	5.9	5.6	6.1	6.0	5.6	6.4	6.0	8.2	8.1	7.5	6.7	5.9	6.6	5.4
Household Members	Child(ren) age 12 or under	5.2	4.8	4.9	5.5	5.9	5.6	5.2	7.6	7.2	7.0	5.9	4.5	7.0	5.3
	Child(ren) over age 12	5.3	5.3	5.3	5.4	5.7	5.9	5.3	8.0	7.9	7.5	6.6	5.0	7.2	5.6
	Parent age 65 or older	4.2	4.3	4.4	4.9	5.0	5.3	5.5	7.6	7.2	7.6	5.4	4.8	7.0	6.3
	None of these	5.3	5.0	5.2	5.7	5.7	6.5	5.6	8.1	8.2	7.7	6.7	5.8	6.9	5.8
Number in Household	1	5.4	5.4	5.4	6.0	5.8	6.3	5.7	8.2	8.1	7.5	6.7	6.0	6.8	5.5
	2	5.1	4.8	4.9	5.6	5.7	6.4	5.7	8.1	8.0	7.7	6.6	5.6	6.7	5.7
	3	5.2	5.0	5.0	5.0	5.3	5.8	4.8	7.8	7.5	7.7	6.5	5.5	7.1	5.7
	4	5.4	5.0	5.1	5.5	6.1	5.6	5.5	7.7	7.5	7.3	6.0	4.7	6.9	4.9
	5	5.8	5.7	5.7	6.3	6.1	6.6	5.4	8.4	8.2	7.2	6.7	4.9	7.8	5.8
	6	5.6	4.8	4.8	4.8	6.1	5.2	5.8	8.1	7.8	6.5	6.3	4.6	7.8	5.9
	7	4.5	4.5	5.0	3.5	6.0	6.0	5.0	6.3	3.5	4.7	4.7	3.7	7.5	6.5
	8 or more	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Gender	Male	5.5	4.9	5.2	5.7	5.9	6.3	5.7	7.9	7.8	7.4	6.5	5.5	6.7	5.5
	Female	5.2	5.1	5.1	5.6	5.7	6.1	5.4	8.1	8.0	7.7	6.6	5.5	7.1	5.6
Ethnicity	American Indian/Alaska Native/Hawaiian	7.4	7.3	7.0	5.7	6.7	8.2	5.7	9.2	8.2	8.0	6.2	4.2	8.2	7.3
	Asian	6.8	6.8	6.6	5.5	6.3	5.5	5.5	8.6	7.9	8.6	6.4	4.4	6.3	5.5
	Black/African American	5.5	5.3	5.6	5.8	5.8	6.3	5.9	8.0	7.5	7.5	6.9	5.9	6.7	6.1
	Hispanic/Latino	5.7	4.8	4.6	5.3	5.6	5.6	3.9	7.9	7.9	7.0	6.1	4.1	7.2	6.4
	White/Caucasian	5.2	5.0	5.0	5.6	5.8	6.1	5.4	8.0	7.9	7.5	6.5	5.4	6.9	5.5
Other	5.4	4.9	5.1	5.3	4.9	6.3	5.5	7.4	7.4	7.2	5.0	3.9	7.0	5.6	
School District	Ypsilanti	4.4	4.4	4.4	5.1	5.3	6.1	5.8	7.9	7.7	7.5	6.3	5.3	6.9	6.1
	Lincoln	6.0	5.8	5.8	6.0	6.2	6.8	5.7	7.9	7.9	7.8	6.5	5.6	7.6	6.0
	Van Buren	5.7	4.8	5.2	5.0	6.1	5.9	5.9	8.2	7.8	7.4	6.8	5.4	6.4	5.9
Tract Cluster	410100	2.5	2.5	2.5	4.3	3.8	5.3	5.0	6.0	5.0	4.0	5.0	6.5	6.5	5.3
	410400, 0500	5.0	5.1	5.3	5.3	5.0	6.2	5.7	8.4	8.0	7.8	6.4	5.2	8.1	7.6
	411200	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	412100, 1900	4.0	4.3	4.1	4.3	5.4	6.1	6.2	7.8	7.9	7.8	6.5	4.9	6.6	5.6
	412000	5.2	4.6	4.4	5.4	5.6	6.2	5.5	7.6	7.2	7.2	6.4	6.0	6.6	5.8
	412300	5.8	4.1	4.6	4.1	5.4	5.1	5.5	7.7	7.5	7.3	5.7	4.8	5.3	4.9
	411700	3.7	3.7	4.3	6.2	5.8	7.3	6.9	7.4	7.9	7.1	6.8	5.8	4.8	3.8
	984000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	413000	5.3	4.9	4.9	5.5	6.4	7.0	7.1	8.9	8.0	7.8	7.4	5.8	6.3	6.2
	412600	5.5	6.0	6.5	6.7	6.0	4.0	3.0	8.0	6.0	7.5	6.5	4.0	5.7	4.3
	412700	6.2	5.9	5.9	6.2	6.5	7.2	6.1	8.3	7.8	8.3	7.1	5.8	8.2	6.4
	413403	3.5	3.3	3.5	6.3	5.6	4.5	3.9	8.6	8.4	8.6	6.0	5.5	7.3	6.5
	413401, 402	5.9	5.7	5.7	6.4	6.5	6.8	5.7	8.0	8.0	7.9	6.6	5.8	7.7	5.9
	413200	6.4	6.0	6.1	5.1	5.4	6.4	5.4	6.9	7.4	6.9	5.5	5.2	6.6	5.5
Sample Type	Mail Sample	5.4	5.0	5.2	5.6	6.1	6.6	5.7	8.0	7.9	7.9	6.5	5.6	7.0	5.9
	Emailed Sample	5.2	5.1	5.1	5.4	5.5	6.1	5.8	7.9	7.7	7.4	6.4	5.2	7.3	6.2

2018 Ypsilanti Charter Township Community Engagement for Planning

# Combined Results

		Sufficient choices for most of your shopping needs	Area restaurant choices	Communicating effectively with the community	Encouraging citizen ideas and involvement	Openness to resident questions or concerns	Enforcing appearance/safety codes for business properties	Enforcing appearance/safety codes for residential properties	Level of professionalism of local staff	The follow-up provided by local staff	The ease of getting your question answered	Range of cultural offerings	Strong and vibrant arts community	Activities that interest you	Cost-of-living	Quality of jobs
<b>2018 Scores</b>		<b>6.2</b>	<b>5.6</b>	<b>6.3</b>	<b>6.1</b>	<b>6.7</b>	<b>6.3</b>	<b>6.3</b>	<b>7.7</b>	<b>7.3</b>	<b>7.3</b>	<b>5.7</b>	<b>5.4</b>	<b>5.2</b>	<b>6.5</b>	<b>5.4</b>
<b>Sample Overall</b>		<b>6.5</b>	<b>5.9</b>	<b>6.2</b>	<b>6.1</b>	<b>6.6</b>	<b>6.3</b>	<b>6.3</b>	<b>7.5</b>	<b>7.1</b>	<b>7.3</b>	<b>5.9</b>	<b>5.7</b>	<b>5.4</b>	<b>6.4</b>	<b>5.4</b>
<b>Non-sample Overall</b>		<b>5.7</b>	<b>5.2</b>	<b>6.4</b>	<b>6.1</b>	<b>6.8</b>	<b>6.4</b>	<b>6.4</b>	<b>7.9</b>	<b>7.5</b>	<b>7.3</b>	<b>5.4</b>	<b>5.0</b>	<b>5.1</b>	<b>6.7</b>	<b>5.5</b>
<b>2009 Scores</b>		<b>7.0</b>		<b>7.0</b>	<b>6.0</b>		<b>5.9</b>	<b>4.9</b>				<b>6.3</b>	<b>5.7</b>		<b>5.5</b>	<b>4.1</b>
Residency	One year or less	6.0	6.0	6.5	6.7	7.3	5.9	6.1	7.6	7.6	7.7	6.1	6.9	6.6	7.0	6.1
	1-5 years	5.8	5.5	5.6	5.5	6.1	6.2	6.1	7.3	7.1	6.9	5.1	5.2	5.0	6.4	5.3
	6-10 years	6.0	5.4	6.4	6.2	6.6	6.5	6.4	7.8	7.1	7.2	5.6	5.2	5.6	6.8	5.7
	More than 10 years	6.3	5.6	6.4	6.2	6.8	6.3	6.4	7.8	7.3	7.4	5.8	5.4	5.1	6.5	5.4
Own/Rent	Own	6.2	5.5	6.5	6.2	6.8	6.5	6.4	7.8	7.3	7.3	5.8	5.4	5.3	6.7	5.6
	Rent/Lease	6.4	6.1	4.5	4.5	4.9	5.0	5.2	5.5	5.2	5.3	4.6	5.2	5.1	4.4	3.7
Residence Type	Single family (less than 1 acre lot)	6.1	5.4	6.5	6.3	6.9	6.4	6.3	7.8	7.4	7.4	5.7	5.4	5.2	6.6	5.4
	Single family (1-5 acre lot)	6.2	6.0	5.4	5.1	5.7	6.1	6.3	7.2	6.6	6.6	5.3	5.0	5.3	6.6	5.6
	Single family (5+ acre lot)	5.3	5.7	6.4	6.6	6.3	6.2	6.0	7.5	7.0	6.4	5.8	5.0	5.7	7.3	7.3
	Apartment	6.6	6.5	5.0	5.8	5.3	5.1	6.0	6.8	6.6	6.6	5.2	5.8	6.3	4.4	3.8
	Manufactured home	6.4	6.4	6.3	6.5	6.8	7.0	6.5	7.5	8.0	8.0	6.7	6.3	4.8	6.8	7.0
	Multifamily	6.5	6.5	6.2	5.8	6.8	6.1	6.2	7.7	7.5	7.6	5.5	5.3	5.3	6.5	5.0
Other	7.0	5.3	6.0	6.0	7.0	7.5	5.5	7.7	6.0	7.3	6.5	6.5	5.3	7.0	6.0	
Employment Location	Yes	6.1	5.3	6.4	6.2	6.9	6.3	6.4	7.8	7.5	7.6	5.3	5.2	4.9	6.3	5.4
	No, a different community	6.1	5.4	6.1	5.9	6.5	6.2	6.1	7.5	7.0	7.0	5.6	5.3	5.2	6.6	5.4
	I am unemployed	5.9	5.3	4.8	4.5	4.6	4.6	5.0	5.9	5.3	5.5	4.9	5.0	4.4	4.8	4.1
	I am retired	6.5	6.2	6.9	6.8	7.2	6.8	6.8	8.1	7.8	7.8	6.2	5.9	5.7	6.7	5.9
Own/Manage Business	Yes	7.0	6.1	6.9	6.6	7.5	7.5	7.4	8.2	7.7	7.8	6.2	5.9	5.5	6.8	6.4
	No	6.0	5.5	6.2	6.0	6.6	6.2	6.2	7.6	7.3	7.3	5.6	5.3	5.1	6.5	5.3
Age	Under 18	4.0	5.0	-	-	-	5.0	4.0	8.0	8.0	8.0	-	-	-	-	-
	18 to 24	7.5	5.7	4.8	6.0	5.0	7.3	6.0	6.3	5.0	6.0	5.2	6.8	5.8	5.2	3.8
	25 to 34	6.0	5.3	5.2	5.2	5.8	5.6	5.8	6.8	6.3	6.2	5.0	5.0	4.8	6.7	5.5
	35 to 44	5.8	5.4	6.2	6.1	6.5	6.5	6.3	7.2	6.8	6.8	6.0	5.9	5.6	6.5	5.5
	45 to 54	6.3	5.5	6.1	5.7	6.6	6.0	6.2	7.8	7.2	7.4	5.4	5.0	5.0	6.7	5.3
	55 to 64	6.2	5.5	6.4	6.3	6.7	6.1	6.1	7.7	7.3	7.4	5.7	5.4	5.0	6.3	5.2
	65 or over	6.4	6.0	7.0	6.6	7.2	7.0	7.0	8.2	8.0	7.9	6.0	5.6	5.6	6.6	6.0
Education	Some high school or less	6.8	6.3	6.3	5.0	5.7	5.3	5.3	5.3	5.3	5.0	4.5	3.0	3.8	5.3	5.0
	High school graduate	6.1	5.6	6.1	6.3	6.3	6.2	5.7	7.0	6.3	6.6	4.8	5.2	4.7	5.4	4.3
	Some college	6.4	5.8	6.4	6.1	6.6	6.4	6.3	7.6	7.2	7.2	5.8	5.6	5.4	6.2	5.5
	College graduate	6.2	5.6	6.4	6.1	6.7	6.3	6.4	7.7	7.4	7.4	5.8	5.5	5.3	6.8	5.7
	Graduate degree(s)	6.0	5.4	6.2	6.1	6.8	6.4	6.5	8.0	7.5	7.5	5.6	5.3	5.2	6.9	5.3
Household Income	\$25,000 or less	6.5	6.5	5.7	5.7	6.0	5.7	6.4	6.9	6.5	6.3	6.6	6.7	5.5	5.3	4.5
	\$25,001 to \$50,000	6.3	5.5	6.5	6.3	6.7	6.5	6.1	7.3	6.7	7.1	5.6	5.6	5.6	6.0	5.1
	\$50,001 to \$100,000	6.4	5.9	6.2	6.1	6.6	6.3	6.2	7.7	7.3	7.3	5.8	5.4	5.2	6.5	5.6
	Over \$100,000	5.9	5.2	6.3	5.9	6.7	6.3	6.5	8.0	7.6	7.6	5.5	5.1	5.1	7.1	5.6
Marital Status	Single	6.3	5.6	6.0	5.8	6.2	6.1	6.0	7.0	6.4	6.6	5.7	5.4	5.1	6.3	5.1
	Married/living with partner	6.2	5.6	6.3	6.1	6.7	6.3	6.3	7.7	7.3	7.3	5.7	5.4	5.2	6.6	5.5
	Widowed/separated/divorced	6.2	5.8	7.0	6.6	7.4	6.8	7.0	8.3	7.8	7.9	6.0	5.8	5.7	6.5	5.5
Household Members	Child(ren) age 12 or under	6.1	5.7	6.0	6.0	6.4	6.2	6.2	7.5	6.9	7.1	5.9	5.4	5.4	6.6	5.6
	Child(ren) over age 12	6.4	5.4	6.1	5.8	6.8	6.2	6.3	7.5	7.2	7.4	5.7	5.3	5.1	6.5	5.5
	Parent age 65 or older	6.5	5.7	5.6	5.5	6.2	6.1	5.7	7.4	6.9	6.7	5.5	5.3	4.9	5.5	5.0
	None of these	6.2	5.6	6.5	6.3	6.8	6.5	6.5	7.8	7.4	7.5	5.7	5.5	5.3	6.7	5.4
Number in Household	1	6.3	5.7	6.8	6.5	7.1	6.6	6.6	7.9	7.5	7.6	6.1	5.9	5.8	6.9	5.8
	2	6.1	5.7	6.3	6.2	6.6	6.3	6.3	7.7	7.3	7.3	5.5	5.3	5.0	6.4	5.3
	3	6.3	5.5	5.9	5.7	6.4	5.9	6.0	7.4	6.8	6.8	5.6	5.3	5.1	6.2	5.2
	4	5.8	5.2	6.0	6.0	6.5	6.3	6.2	7.6	7.2	7.3	5.5	5.0	5.0	6.7	5.5
	5	6.5	5.5	6.1	6.0	7.3	6.5	6.3	7.9	7.5	7.8	5.8	5.6	6.1	6.9	5.9
	6	7.3	6.5	6.3	6.2	7.0	6.5	6.6	6.8	6.7	7.0	6.7	6.5	5.5	7.3	5.9
	7	7.3	5.8	3.3	3.3	3.3	6.0	5.3	5.0	3.0	3.5	6.7	6.0	4.5	3.5	4.5
	8 or more	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Gender	Male	6.1	5.5	6.2	5.9	6.5	6.4	6.4	7.6	7.3	7.3	5.6	5.3	5.1	6.7	5.5
	Female	6.2	5.7	6.5	6.4	7.0	6.3	6.3	7.8	7.3	7.5	5.8	5.6	5.4	6.5	5.5
Ethnicity	American Indian/Alaska Native/Hawaiian	7.7	7.2	7.4	7.8	8.8	5.3	6.6	8.0	8.0	7.0	7.8	7.5	6.0	5.3	4.8
	Asian	6.0	5.5	7.2	6.4	7.1	8.3	7.6	8.5	8.0	8.4	6.5	6.5	6.6	7.1	6.0
	Black/African American	6.3	5.4	6.3	6.3	6.7	6.4	6.6	7.5	6.5	7.1	5.7	5.7	5.5	6.2	5.5
	Hispanic/Latino	6.8	4.6	5.3	4.8	5.9	5.7	5.7	7.7	7.5	7.3	4.9	5.0	5.1	7.1	5.0
	White/Caucasian	6.2	5.6	6.3	6.1	6.6	6.3	6.3	7.7	7.3	7.3	5.7	5.3	5.2	6.7	5.5
Other	6.0	5.6	6.0	5.8	6.4	5.0	5.7	6.6	6.0	6.4	6.2	6.3	4.9	5.6	5.2	
School District	Ypsilanti	6.6	6.3	6.2	6.2	6.5	6.0	6.1	7.4	6.9	7.1	5.8	5.7	5.3	6.1	5.0
	Lincoln	6.6	5.5	6.3	6.2	6.8	6.5	6.6	7.9	7.6	7.8	6.2	5.9	5.6	7.0	6.1
	Van Buren	6.0	5.6	5.9	5.5	6.5	6.6	5.9	7.0	6.2	6.2	5.2	5.4	4.9	5.5	4.7
Tract Cluster	410100	5.7	5.0	3.0	3.0	3.5	4.0	4.0	5.0	5.0	4.0	3.5	3.7	4.3	5.7	5.7
	410400, 0500	8.0	7.4	6.5	6.5	7.0	6.3	6.8	7.9	7.4	7.5	6.2	6.2	5.8	6.7	5.4
	411200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	412100, 1900	6.2	6.5	6.0	6.3	6.4	6.0	5.6	7.1	6.6	7.2	5.9	5.8	5.3	5.5	4.3
	412000	6.6	5.5	5.8	5.7	5.9	5.8	5.8	6.6	6.1	6.5	5.4	5.7	5.5	6.3	5.3
	412300	5.2	3.6	5.9	5.1	5.7	6.3	5.3	5.9	4.9	5.4	4.1	5.0	4.0	4.3	3.5
	411700	4.5	4.1	6.9	6.5	7.0	5.9	6.2	8.1	7.1	7.4	5.4	4.4	3.9	6.4	5.8
	984000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	413000	6.0	6.4	6.3	6.4	7.3	7.1	7.1	7.8	7.0	6.9	5.9	5.9	5.1	6.2	5.9
	412600	4.0	5.7	6.7	6.0	7.7	6.0	5.5	8.3	8.3	8.3	5.3	5.0	6.0	4.5	3.5
	412700	7.1	6.0	6.3	6.3	7.0	6.4	6.7	8.1	7.7	7.9	6.6	6.2	5.9	6.9	6.2
	413403	6.8	5.5	5.4	5.1	5.2	6.0	5.3	7.0	6.3	6.9	5.3	4.7	5.2	6.9	5.0
	413401, 402	6.7	5.4	6.6	6.5	7.0	6									



2018 Ypsilanti Charter Township Community  
Engagement for Planning

# Combined Results

		Affordability of housing	Availability of jobs	Stability of property values	Strength of local economy	Facilities meet your needs	Facility maintenance	Quality of recreational programs	Variety of recreational programs	Ypsilanti Charter Township overall satisfaction	Your local school district satisfaction	Washtenaw County government satisfaction	State of Michigan government satisfaction	A safe place to live	Enjoyable place for children	Enjoyable place for young adults (under 40)	Enjoyable place for senior citizens (over 64)
<b>2018 Scores</b>		<b>6.3</b>	<b>5.4</b>	<b>6.5</b>	<b>6.2</b>	<b>7.1</b>	<b>7.1</b>	<b>6.8</b>	<b>6.6</b>	<b>7.5</b>	<b>5.3</b>	<b>6.6</b>	<b>5.7</b>	<b>6.8</b>	<b>6.8</b>	<b>6.5</b>	<b>6.8</b>
Sample Overall		6.1	5.4	6.5	6.1	7.4	7.2	6.9	6.8	7.4	5.3	6.6	5.8	6.9	6.9	6.6	6.8
Non-sample Overall		6.5	5.4	6.5	6.3	6.7	6.9	6.6	6.4	7.5	5.2	6.4	5.5	6.7	6.7	6.3	6.8
<b>2009 Scores</b>		<b>5.6</b>				<b>7.6</b>	<b>7.6</b>	<b>7.4</b>	<b>7.3</b>	<b>6.8</b>				<b>6.2</b>	<b>6.5</b>	<b>6.1</b>	<b>6.5</b>
Residency	One year or less	6.8	6.2	7.9	6.6	7.4	7.7	7.5	7.4	7.4	6.5	6.1	5.9	6.7	7.3	7.1	7.5
	1-5 years	6.3	5.2	6.3	6.2	6.8	6.8	6.5	6.3	7.2	5.0	6.5	5.3	6.9	6.8	6.4	7.2
	6-10 years	6.6	5.8	7.0	6.4	7.2	7.3	7.3	7.3	7.4	6.1	6.8	5.5	7.0	6.9	6.8	7.1
	More than 10 years	6.2	5.3	6.3	6.1	7.1	7.1	6.7	6.5	7.6	5.1	6.5	5.8	6.7	6.8	6.4	6.7
Own/Rent	Own	6.5	5.6	6.6	6.4	7.2	7.3	6.9	6.8	7.5	5.4	6.7	5.9	6.9	6.9	6.7	6.9
	Rent/Lease	4.1	4.0	4.3	3.8	6.5	6.1	6.2	5.5	5.8	5.5	5.2	4.5	5.5	5.7	5.6	6.0
Residence Type	Single family (less than 1 acre lot)	6.4	5.4	6.5	6.2	7.1	7.1	6.8	6.7	7.5	5.2	6.6	5.6	6.8	6.8	6.4	6.7
	Single family (1-5 acre lot)	6.3	5.8	6.9	6.5	6.9	7.1	6.8	6.8	7.3	5.6	6.0	5.8	7.2	7.3	6.8	7.2
	Single family (5+ acre lot)	6.4	5.7	5.9	6.8	7.6	7.4	7.1	7.3	6.3	5.7	7.0	6.3	7.8	7.3	7.3	7.7
	Apartment	4.1	3.6	4.8	3.8	7.3	7.0	6.5	5.5	5.3	4.0	4.8	4.4	6.0	6.7	6.3	6.9
	Manufactured home	6.8	6.7	6.7	6.3	6.0	7.0	6.0	6.0	8.0	8.0	7.5	7.4	6.2	6.3	6.3	6.2
	Multifamily	6.2	5.3	6.2	5.8	7.5	7.5	6.8	6.5	7.8	5.0	6.8	5.9	6.8	6.1	5.9	7.1
Other	6.0	6.0	6.0	6.5	6.0	6.0	6.0	6.0	6.0	7.3	5.7	5.7	5.3	6.0	6.0	5.5	5.5
Employment Location	Yes	5.5	5.4	6.2	6.3	6.8	6.8	6.6	6.3	7.7	5.0	6.3	5.5	6.6	6.4	6.0	6.5
	No, a different community	6.5	5.3	6.4	6.1	7.0	7.0	6.6	6.5	7.2	5.2	6.4	5.6	6.7	6.8	6.4	6.6
	I am unemployed	5.0	4.0	4.8	4.0	6.3	6.1	5.7	5.5	6.6	4.7	4.8	5.0	6.2	6.3	6.2	6.2
	I am retired	6.5	6.0	6.8	6.8	7.7	7.6	7.4	7.2	8.0	5.8	7.2	6.1	7.2	7.3	7.0	7.2
Own/Manage Business	Yes	6.3	6.5	7.0	7.2	7.4	7.4	7.0	6.8	7.8	5.3	7.0	5.6	7.0	6.7	6.7	7.2
	No	6.4	5.3	6.4	6.1	7.0	7.1	6.7	6.6	7.4	5.3	6.5	5.6	6.8	6.8	6.4	6.8
Age	Under 18	9.0	-	-	-	-	-	-	-	9.0	-	-	-	6.0	-	-	4.0
	18 to 24	4.3	4.4	6.0	4.0	7.0	5.5	7.5	7.5	6.0	6.0	4.3	3.2	5.2	5.5	6.0	6.2
	25 to 34	6.6	5.4	6.1	5.6	6.5	6.3	6.0	6.0	7.0	4.8	6.1	4.9	6.5	6.5	6.2	6.4
	35 to 44	6.5	5.4	6.3	6.0	6.9	7.0	6.9	6.8	7.0	5.3	6.4	5.4	6.5	6.5	6.4	6.6
	45 to 54	6.4	5.2	6.7	6.3	7.1	7.0	6.5	6.3	7.4	5.1	6.5	5.7	6.9	7.0	6.5	6.8
	55 to 64	5.8	5.2	6.2	6.0	7.1	7.2	6.7	6.5	7.5	5.1	6.4	5.4	6.8	6.8	6.4	6.6
65 or over	6.4	6.1	6.8	6.8	7.7	7.6	7.4	7.2	8.0	5.9	7.1	6.4	7.2	7.1	6.8	7.3	
Education	Some high school or less	4.3	4.3	5.8	5.8	6.5	4.7	5.7	5.0	5.0	5.5	5.8	5.3	6.0	5.5	6.7	6.8
	High school graduate	5.4	5.4	6.0	5.8	6.0	6.0	6.0	5.7	7.3	5.0	6.1	5.7	5.9	5.9	6.2	6.4
	Some college	6.2	5.6	6.4	6.1	7.2	7.2	7.1	7.0	7.4	5.4	6.6	5.8	6.6	6.6	6.6	6.8
	College graduate	6.4	5.5	6.5	6.3	6.9	7.0	6.6	6.7	7.5	5.4	6.5	5.9	6.8	6.9	6.4	6.7
	Graduate degree(s)	6.5	5.2	6.6	6.3	7.5	7.5	7.0	6.6	7.6	5.0	6.6	5.4	7.2	7.2	6.5	7.1
Household Income	\$25,000 or less	5.3	4.7	5.7	5.0	6.5	6.0	6.2	6.2	7.0	5.6	5.8	4.9	6.1	5.7	6.1	6.4
	\$25,001 to \$50,000	5.7	5.5	6.1	5.9	6.9	6.9	6.9	6.5	7.3	5.3	6.5	5.2	6.4	6.5	6.3	6.3
	\$50,001 to \$100,000	6.1	5.6	6.5	6.4	6.9	7.0	6.5	6.6	7.5	5.1	6.5	5.7	6.9	6.9	6.6	6.9
	Over \$100,000	7.0	5.5	6.7	6.4	7.5	7.5	7.2	7.0	7.6	5.4	6.7	5.9	7.0	7.0	6.5	7.0
Marital Status	Single	5.6	5.0	6.3	5.9	6.6	6.6	6.1	5.9	7.0	5.6	6.2	5.2	6.4	6.3	6.0	6.7
	Married/living with partner	6.5	5.5	6.5	6.2	7.1	7.1	6.9	6.7	7.5	5.1	6.5	5.6	6.9	6.9	6.6	6.9
	Widowed/separated/divorced	6.0	5.7	6.3	6.5	7.4	7.5	7.2	7.1	7.8	6.0	7.2	6.2	6.9	6.7	6.5	6.8
Household Members	Child(ren) age 12 or under	6.6	5.3	6.4	6.0	7.0	6.9	6.8	6.8	7.2	5.1	6.1	5.4	6.7	6.9	6.8	6.8
	Child(ren) over age 12	6.2	5.3	6.5	6.4	7.2	7.2	6.9	6.7	7.2	5.3	6.5	6.0	6.9	6.9	6.4	6.7
	Parent age 65 or older	5.6	4.9	5.9	5.6	6.1	5.9	6.0	6.1	6.9	4.6	5.7	5.9	5.8	6.1	5.5	5.7
	None of these	6.4	5.7	6.6	6.3	7.2	7.3	6.9	6.7	7.7	5.3	6.7	5.6	6.9	6.9	6.6	7.0
Number in Household	1	6.5	5.8	6.6	6.7	7.5	7.4	6.9	6.9	8.0	6.1	7.3	6.0	7.0	7.0	6.6	7.1
	2	6.1	5.4	6.5	6.0	7.1	7.1	6.7	6.5	7.5	4.9	6.4	5.4	6.7	6.7	6.4	6.8
	3	6.1	5.4	6.5	6.3	6.6	6.6	6.6	6.3	7.3	5.4	6.5	5.5	6.8	6.9	6.7	7.0
	4	6.6	5.3	6.3	6.1	7.3	7.3	6.9	6.7	7.2	5.1	6.6	6.0	6.9	6.8	6.5	6.8
	5	6.3	5.7	6.9	6.4	6.9	7.0	7.0	7.2	7.3	5.8	5.8	5.6	6.9	7.0	6.3	6.3
	6	6.8	5.0	6.8	6.6	7.4	7.4	6.6	6.7	7.5	6.0	5.7	6.1	7.1	7.3	6.9	6.5
	7	4.3	5.0	5.3	5.0	6.0	5.8	6.3	6.3	6.3	6.5	4.0	5.3	5.0	5.8	5.5	5.3
	8 or more	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Gender	Male	6.5	5.5	6.6	6.4	7.0	7.0	6.5	6.4	7.4	5.3	6.4	5.7	6.9	6.7	6.4	6.8
	Female	6.2	5.5	6.5	6.1	7.3	7.3	7.1	6.9	7.5	5.3	6.7	5.7	6.8	6.9	6.6	6.9
Ethnicity	American Indian/Alaska Native/Hawaiian	3.8	3.5	6.4	5.8	7.7	6.2	7.0	6.8	7.3	6.5	7.3	5.3	7.7	6.8	7.3	7.4
	Asian	6.8	6.0	7.2	7.5	7.7	8.0	7.0	6.8	8.7	7.0	6.7	7.5	7.7	8.0	8.1	8.1
	Black/African American	5.6	5.1	6.2	5.9	7.0	7.2	6.6	6.7	7.5	5.5	6.8	6.0	7.4	7.3	6.6	7.1
	Hispanic/Latino	6.6	4.9	6.0	6.1	8.0	7.0	8.0	8.2	8.1	4.8	7.7	6.4	7.6	7.3	7.0	7.8
	White/Caucasian	6.5	5.6	6.6	6.2	7.1	7.1	6.8	6.6	7.4	5.2	6.4	5.5	6.7	6.7	6.5	6.7
Other	5.0	4.9	5.6	5.5	6.6	6.5	6.2	5.9	6.6	4.9	6.1	4.8	6.3	6.0	5.6	6.4	
School District	Ypsilanti	5.6	5.1	6.1	5.7	7.0	6.7	6.4	6.3	7.1	4.4	6.2	5.6	6.4	6.3	6.3	6.5
	Lincoln	6.7	5.9	7.0	6.8	7.9	7.8	7.5	7.4	7.8	6.2	7.2	6.1	7.5	7.7	7.1	7.3
	Van Buren	5.6	4.6	5.8	5.3	6.9	7.0	6.9	6.3	7.3	5.4	6.5	5.7	6.1	6.1	5.9	6.3
Tract Cluster	410100	5.5	5.0	5.7	6.0	6.7	6.7	5.5	5.0	4.0	4.0	3.5	5.5	6.8	6.0	6.3	7.0
	410400, 0500	5.9	5.6	7.2	6.7	7.6	7.1	6.9	6.5	8.0	5.6	6.6	6.0	7.3	7.3	7.1	7.5
	411200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	412100, 1900	5.6	4.7	5.3	5.2	6.8	6.5	6.4	6.9	6.8	4.0	5.5	5.2	5.8	5.6	6.1	5.9
	412000	6.1	5.6	5.6	5.4	6.6	6.4	6.4	6.5	6.9	5.3	6.9	6.3	5.9	5.6	5.9	6.1
	412300	4.0	3.9	5.1	4.3	6.0	5.9	6.8	6.4	6.9	5.6	6.4	5.4	4.9	5.0	5.1	4.8
	411700	5.6	5.3	6.2	5.8	7.3	7.1	6.3	6.1	6.8	3.4	6.5	5.5	5.8	6.3	5.8	6.1
	984000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	413000	6.5	5.3	5.8	5.8	7.3	7.3	6.5	6.1	7.5	4.6	6.5	5.8	6.4	6.8	5.7	

2018 Ypsilanti Charter Township Community Engagement for Planning

# Combined Results

		Enjoyable place for people to visit	Physically attractive/great curb appeal	A great place for families	A great place to have a business	Growing responsibly	A safe place to bike and walk	A safe place to walk at night	A perfect community for me	Recommend the Township as a place to live	Remain living in the Township five years from now	Be a community volunteer	Encourage someone to start a business in the Township	Support the current Township government administration
<b>2018 Scores</b>		<b>6.1</b>	<b>5.9</b>	<b>6.7</b>	<b>6.1</b>	<b>6.4</b>	<b>5.8</b>	<b>4.8</b>	<b>6.4</b>	<b>6.7</b>	<b>7.3</b>	<b>5.8</b>	<b>5.8</b>	<b>7.0</b>
<b>Sample Overall</b>		<b>6.2</b>	<b>6.0</b>	<b>6.8</b>	<b>6.1</b>	<b>6.4</b>	<b>6.1</b>	<b>5.0</b>	<b>6.4</b>	<b>6.6</b>	<b>7.1</b>	<b>5.4</b>	<b>5.6</b>	<b>6.9</b>
<b>Non-sample Overall</b>		<b>6.0</b>	<b>5.7</b>	<b>6.7</b>	<b>6.1</b>	<b>6.4</b>	<b>5.3</b>	<b>4.5</b>	<b>6.3</b>	<b>6.8</b>	<b>7.5</b>	<b>6.3</b>	<b>6.0</b>	<b>7.1</b>
<b>2009 Scores</b>			<b>6.1</b>		<b>5.3</b>	<b>6.0</b>				<b>6.2</b>	<b>7.0</b>	<b>5.3</b>	<b>5.2</b>	<b>6.5</b>
Residency	One year or less	6.8	6.3	7.3	6.6	6.5	5.8	4.7	5.9	6.7	7.2	6.8	6.4	7.1
	1-5 years	6.1	5.8	6.8	6.2	6.5	5.7	4.5	6.3	6.8	6.5	6.0	5.7	6.6
	6-10 years	6.3	6.3	6.9	6.1	6.7	5.5	5.4	6.6	7.2	7.4	5.7	6.2	7.2
	More than 10 years	6.1	5.8	6.6	6.1	6.4	5.8	4.7	6.3	6.6	7.4	5.7	5.7	7.0
Own/Rent	Own	6.2	6.0	6.8	6.2	6.5	5.9	4.9	6.4	6.8	7.3	5.7	5.7	6.9
	Rent/Lease	5.2	4.6	5.3	4.8	5.2	4.9	3.7	5.1	5.1	5.7	4.8	4.9	5.9
Residence Type	Single family (less than 1 acre lot)	6.1	5.8	6.7	6.1	6.5	5.8	4.9	6.4	6.7	7.3	5.7	5.7	7.0
	Single family (1-5 acre lot)	6.6	6.1	7.0	6.8	6.3	5.6	4.7	6.6	7.0	7.5	6.3	6.5	6.7
	Single family (5+ acre lot)	7.1	7.0	7.1	7.2	6.4	6.8	5.1	7.4	7.0	7.1	7.3	6.0	6.0
	Apartment	5.7	5.4	5.6	4.4	5.7	5.5	3.6	5.6	5.8	6.4	3.9	5.1	7.2
	Manufactured home	6.3	6.0	5.8	6.3	6.3	5.8	4.0	5.2	6.2	6.6	5.8	7.3	7.0
	Multifamily	6.1	6.2	6.8	5.6	6.3	6.0	3.9	6.2	6.6	7.4	6.2	6.0	7.6
Employment Location	Other	6.0	6.3	5.5	5.5	5.5	5.5	4.7	6.0	6.0	8.7	3.5	5.5	7.3
	Yes	6.0	5.1	6.1	6.0	6.0	5.0	4.0	5.8	6.4	7.1	6.2	6.1	7.5
	No, a different community	5.9	5.7	6.7	6.0	6.3	5.6	4.9	6.2	6.6	6.9	5.8	5.6	6.7
	I am unemployed	5.7	5.3	6.1	4.9	5.7	5.8	4.5	5.7	5.6	6.1	4.3	3.8	4.9
Own/Manage Business	I am retired	6.8	6.7	7.3	6.8	7.0	6.5	5.0	6.9	7.1	8.3	5.6	6.3	7.6
	Yes	6.5	5.8	6.7	6.5	6.7	6.0	4.8	6.4	6.9	6.8	6.6	7.0	7.9
Age	No	6.1	5.8	6.7	6.1	6.4	5.7	4.8	6.3	6.7	7.2	5.7	5.7	6.9
	Under 18	4.0	4.0	6.0	7.0	7.0	6.0	-	6.0	6.0	6.0	3.0	8.0	8.0
	18 to 24	4.7	4.2	4.7	3.2	3.0	5.2	2.4	3.5	4.0	5.7	6.4	3.4	6.0
	25 to 34	5.5	5.1	6.3	5.4	5.6	5.6	4.4	5.7	6.4	5.9	5.4	5.0	5.3
	35 to 44	6.0	5.7	6.6	6.0	6.2	5.6	5.2	6.2	6.5	6.7	6.0	5.9	6.8
	45 to 54	6.1	5.8	6.8	6.3	6.6	5.5	5.0	6.6	6.9	7.3	6.1	6.1	7.1
Education	55 to 64	6.2	5.8	6.6	6.0	6.4	5.7	4.5	6.3	6.6	7.4	5.7	5.7	7.1
	65 or over	6.6	6.6	7.2	6.8	7.0	6.4	4.9	6.8	7.0	8.2	5.6	6.1	7.5
	Some high school or less	5.0	5.0	5.7	6.3	5.7	6.0	5.3	6.5	4.8	7.5	5.0	5.4	5.8
	High school graduate	5.5	5.3	6.0	5.6	5.7	5.5	4.4	5.8	5.6	6.5	4.0	4.7	6.6
	Some college	6.3	5.8	6.5	6.1	6.2	5.9	4.5	6.1	6.4	7.4	5.1	5.7	7.0
Household Income	College graduate	5.9	5.9	6.8	6.3	6.5	5.7	4.9	6.5	6.8	7.2	6.1	6.0	6.8
	Graduate degree(s)	6.5	6.0	7.1	6.2	6.7	5.8	5.0	6.5	7.2	7.5	6.5	6.0	7.3
	\$25,000 or less	5.9	5.3	6.3	6.3	5.9	5.7	4.7	5.9	5.8	7.0	4.7	5.4	6.7
	\$25,001 to \$50,000	5.9	5.8	6.1	5.8	6.4	5.8	4.4	6.3	6.5	7.8	5.1	6.0	6.8
Marital Status	\$50,001 to \$100,000	6.3	5.9	6.8	6.2	6.4	5.9	4.9	6.5	6.9	7.4	6.0	5.8	7.1
	Over \$100,000	6.1	5.8	6.9	6.3	6.6	5.5	4.9	6.3	6.8	7.0	6.1	5.9	7.0
	Single	5.9	5.8	6.4	5.9	6.2	5.9	5.0	6.4	6.3	7.1	5.2	5.5	6.3
Household Members	Married/living with partner	6.2	5.8	6.8	6.2	6.4	5.7	4.8	6.3	6.8	7.2	5.8	5.9	7.0
	Widowed/separated/ divorced	6.4	6.4	6.9	5.9	6.7	6.0	4.7	6.8	7.0	8.0	6.0	5.6	7.8
	Child(ren) age 12 or under	6.1	5.9	6.7	6.1	6.3	5.7	5.2	6.2	6.6	6.6	6.3	5.8	6.6
Number in Household	Child(ren) over age 12	6.1	5.9	6.7	6.3	6.6	5.6	4.9	6.3	6.7	7.3	5.8	5.8	7.1
	Parent age 65 or older	5.5	4.9	6.0	5.3	6.3	5.6	4.3	5.7	6.2	7.7	5.2	6.2	6.4
	None of these	6.3	6.0	6.8	6.1	6.5	5.9	4.7	6.4	6.8	7.5	5.7	5.8	7.2
	1	6.6	6.4	7.1	6.3	6.8	6.2	5.0	6.9	7.2	7.8	5.9	6.0	7.3
Gender	2	6.0	5.7	6.5	5.9	6.2	5.7	4.5	6.1	6.6	7.4	5.5	5.5	7.0
	3	6.1	5.7	6.8	6.4	6.7	5.5	4.5	6.5	6.6	7.4	6.0	6.0	7.0
	4	6.1	5.9	6.8	6.1	6.3	5.9	5.3	6.2	6.8	6.6	6.1	6.0	6.8
	5	6.2	5.9	6.7	6.6	6.9	5.7	5.3	6.4	6.8	7.1	6.1	6.4	7.1
	6	5.6	5.8	7.3	6.3	6.3	6.1	5.2	6.9	7.4	8.0	6.0	6.5	6.7
	7	4.8	5.0	5.0	5.0	4.3	4.3	3.0	3.8	5.0	6.3	5.5	3.5	4.0
	8 or more	-	-	-	-	-	-	-	-	-	-	-	-	-
	Male	6.2	5.9	6.8	6.3	6.4	6.1	5.1	6.5	6.8	7.4	5.7	5.7	6.9
Ethnicity	Female	6.2	5.9	6.7	6.1	6.5	5.6	4.6	6.3	6.7	7.3	5.8	5.8	7.1
	American Indian/Alaska Native/Hawaiian	7.8	6.7	7.7	7.0	6.2	6.3	6.0	7.8	7.7	8.3	5.6	6.6	7.6
	Asian	7.3	7.7	8.1	8.0	8.0	7.5	5.9	7.6	8.2	8.5	7.7	7.2	8.7
	Black/African American	6.6	6.7	7.0	6.4	6.8	6.6	6.1	6.6	7.3	7.1	6.2	6.7	7.5
	Hispanic/Latino	6.1	4.8	7.0	6.1	6.0	5.5	4.8	6.9	7.3	8.0	6.2	6.7	7.7
	White/Caucasian	6.1	5.8	6.7	6.0	6.4	5.6	4.5	6.3	6.6	7.4	5.7	5.6	6.9
School District	Other	5.4	5.0	6.0	5.4	5.4	5.5	4.4	5.9	5.8	5.9	5.5	4.9	5.7
	Ypsilanti	5.9	5.5	6.3	5.7	6.1	5.9	4.4	6.3	6.3	7.0	5.1	5.2	6.6
	Lincoln	6.7	6.6	7.4	6.7	7.1	6.5	5.7	6.9	7.2	7.4	5.8	6.2	7.2
	Van Buren	5.7	5.8	6.2	5.5	5.7	5.8	4.5	5.3	5.6	6.3	4.7	5.3	6.6
Tract Cluster	410100	7.3	6.7	7.3	7.0	7.0	6.3	5.0	7.0	6.5	7.0	3.0	6.8	6.0
	410400, 0500	6.8	6.3	7.1	6.7	6.9	6.2	4.8	6.9	7.3	7.9	5.5	5.8	7.1
	411200	-	-	-	-	-	-	-	-	-	-	-	-	-
	412100, 1900	5.3	4.6	5.7	5.1	5.3	6.0	4.2	5.8	5.6	6.8	4.5	4.1	6.6
	412000	5.4	5.0	5.8	5.6	5.6	5.5	4.6	5.8	5.8	6.7	5.0	6.0	6.9
	412300	4.8	5.0	4.7	4.6	5.5	4.8	3.8	4.4	4.3	4.2	3.2	4.0	5.6
	411700	5.5	5.5	6.2	5.6	5.9	6.1	4.0	6.2	5.9	6.6	5.8	5.5	6.2
	984000	-	-	-	-	-	-	-	-	-	-	-	-	-
	413000	5.6	5.5	6.6	5.8	5.8	6.2	5.1	5.9	5.9	7.3	6.1	6.2	7.4
	412600	6.5	7.3	7.7	4.0	2.0	6.3	4.0	5.7	6.7	6.7	5.0	1.0	5.0
	412700	6.8	6.8	7.4	7.2	7.3	7.0	5.8	7.3	7.5	7.8	5.7	6.5	7.5
	413403	6.9	6.5	6.8	5.6	5.8	5.1	3.9	6.2	6.5	6.8	6.5	3.2	5.8
	413401, 402	6.8	6.7	7.6	6.9	7.3	6.6	6.0	7.1	7.4	7.3	5.9	6.3	7.1
413200	6.4	5.8	6.8	5.9	6.6	5.3	5.0	6.2	6.5	7.9	5.3	6.4	7.4	
Sample Type	Mail Sample	6.1	6.0	6.6	5.8	6.2	6.1	4.9	6.2	6.4	6.8	5.3	5.4	6.7
	Emailed Sample	6.4	6.0	6.9	6.4	6.7	6.2	5.1	6.6	6.9	7.4	5.5	5.8	7.1

2018 Ypsilanti Charter Township Community Engagement for Planning  Combined Results		Behavior Questions					
		Paid property taxes in the last 12 months?		How frequently do you use the Township parks and recreati...			
		Yes	No	Never	Fewer than 6 times a year	6-12 times a year	More than 12 times a year
<b>2018 Scores</b>		<b>88%</b>	<b>9%</b>	<b>14%</b>	<b>42%</b>	<b>19%</b>	<b>19%</b>
Sample Overall		84%	11%	13%	41%	19%	21%
Non-sample Overall		92%	6%	15%	42%	18%	17%
<b>2009 Scores</b>							
Residency	One year or less	50%	50%	14%	45%	23%	18%
	1-5 years	82%	13%	16%	43%	12%	25%
	6-10 years	86%	12%	11%	35%	28%	20%
	More than 10 years	92%	5%	14%	42%	18%	18%
Own/Rent	Own	93%	3%	12%	45%	18%	19%
	Rent/Lease	14%	86%	14%	51%	22%	14%
Residence Type	Single family (less than 1 acre lot)	91%	6%	12%	43%	20%	20%
	Single family (1-5 acre lot)	94%	6%	15%	35%	17%	21%
	Single family (5+ acre lot)	75%	13%	-	50%	13%	13%
	Apartment	7%	93%	20%	47%	13%	20%
	Manufactured home	60%	40%	60%	20%	20%	-
	Multifamily	86%	6%	25%	39%	14%	17%
Employment Location	Other	100%	-	50%	50%	-	-
	Yes	78%	19%	8%	36%	20%	27%
	No, a different community	90%	6%	13%	42%	21%	17%
	I am unemployed	65%	29%	12%	47%	18%	24%
Own/Manage Business	I am retired	90%	7%	19%	42%	12%	19%
	Yes	83%	14%	6%	42%	14%	25%
Age	No	88%	9%	13%	43%	20%	18%
	Under 18	100%	-	-	100%	-	-
	18 to 24	-	100%	33%	33%	-	33%
	25 to 34	77%	23%	6%	34%	23%	34%
	35 to 44	82%	13%	9%	35%	27%	22%
	45 to 54	92%	6%	15%	39%	22%	18%
	55 to 64	92%	4%	12%	53%	13%	14%
Education	65 or over	91%	6%	20%	40%	14%	18%
	Some high school or less	60%	40%	-	60%	40%	-
	High school graduate	77%	16%	23%	47%	14%	2%
	Some college	82%	13%	16%	42%	16%	19%
	College graduate	90%	7%	12%	44%	22%	17%
Household Income	Graduate degree(s)	93%	5%	13%	37%	17%	28%
	\$25,000 or less	45%	55%	31%	38%	7%	17%
	\$25,001 to \$50,000	75%	20%	18%	45%	16%	16%
	\$50,001 to \$100,000	91%	5%	11%	42%	20%	17%
Marital Status	Over \$100,000	96%	2%	12%	41%	17%	26%
	Single	70%	25%	19%	47%	16%	15%
	Married/living with partner	91%	6%	11%	40%	20%	21%
Household Members	Widowed/separated/ divorced	89%	9%	18%	49%	15%	15%
	Child(ren) age 12 or under	89%	10%	6%	29%	28%	33%
	Child(ren) over age 12	89%	8%	9%	44%	22%	19%
	Parent age 65 or older	74%	11%	26%	47%	5%	16%
Number in Household	None of these	86%	10%	16%	45%	16%	16%
	1	81%	15%	23%	47%	10%	15%
	2	89%	7%	15%	45%	17%	17%
	3	86%	9%	15%	47%	8%	22%
	4	90%	9%	6%	34%	31%	22%
	5	89%	11%	3%	29%	34%	32%
	6	100%	-	-	25%	38%	38%
	7	75%	25%	-	-	25%	75%
Gender	8 or more	-	-	-	-	-	-
	Male	89%	8%	13%	45%	19%	17%
Ethnicity	Female	85%	11%	15%	41%	18%	21%
	American Indian/Alaska Native/Hawaiian	83%	17%	-	67%	-	33%
	Asian	82%	9%	36%	9%	18%	18%
	Black/African American	79%	18%	9%	44%	18%	15%
	Hispanic/Latino	92%	8%	17%	17%	25%	25%
	White/Caucasian	89%	7%	15%	42%	18%	20%
School District	Other	83%	17%	4%	43%	26%	22%
	Ypsilanti	79%	15%	17%	42%	20%	18%
	Lincoln	94%	4%	9%	39%	17%	26%
Tract Cluster	Van Buren	64%	29%	11%	54%	21%	11%
	410100	25%	75%	25%	75%	-	-
	410400, 0500	90%	6%	10%	42%	15%	29%
	411200	-	-	-	-	-	-
	412100, 1900	78%	22%	24%	35%	22%	19%
	412000	75%	6%	13%	56%	19%	6%
	412300	58%	42%	8%	50%	25%	8%
	411700	79%	7%	7%	50%	43%	-
	984000	-	-	-	-	-	-
	413000	73%	13%	20%	53%	7%	13%
	412600	67%	33%	-	33%	67%	-
	412700	94%	6%	6%	29%	16%	29%
	413403	73%	9%	27%	18%	18%	27%
	413401, 402	95%	4%	8%	38%	18%	29%
413200	95%	-	16%	58%	16%	5%	
Sample Type	Mail Sample	79%	16%	12%	43%	19%	20%
	Emailed Sample	90%	7%	14%	39%	20%	22%



2018 Ypsilanti Charter Township Community Engagement for Planning

# Combined Results

		Non Residential													
		What types of non-residential development does the Townsh...													
		Neighborhood commercial (cafe, beauty shop, corner store, etc.)	Regional commercial (big box, etc.)	General business offices	Industrial	Grocery stores	Medical (doctor/dentist offices)	Banks	Places of worship	Restaurants	Pubs/bars/brewery/meade ry	Recreational (pool hall, entertainment, gyms, etc.)	Cultural (museums, theaters, galleries, gardens, etc.)	Lodging (hotels, bed and breakfast, etc.)	Specialty stores (shoes, sporting goods, etc.)
<b>2018 Scores</b>		<b>50%</b>	<b>22%</b>	<b>16%</b>	<b>13%</b>	<b>40%</b>	<b>14%</b>	<b>10%</b>	<b>7%</b>	<b>65%</b>	<b>32%</b>	<b>44%</b>	<b>59%</b>	<b>19%</b>	<b>39%</b>
<b>Sample Overall</b>		<b>48%</b>	<b>20%</b>	<b>17%</b>	<b>14%</b>	<b>38%</b>	<b>16%</b>	<b>12%</b>	<b>10%</b>	<b>63%</b>	<b>27%</b>	<b>43%</b>	<b>59%</b>	<b>21%</b>	<b>36%</b>
<b>Non-sample Overall</b>		<b>53%</b>	<b>26%</b>	<b>15%</b>	<b>11%</b>	<b>42%</b>	<b>12%</b>	<b>6%</b>	<b>3%</b>	<b>66%</b>	<b>37%</b>	<b>44%</b>	<b>59%</b>	<b>18%</b>	<b>42%</b>
<b>2009 Scores</b>															
Residency	One year or less	52%	19%	5%	10%	43%	10%	19%	-	62%	43%	62%	52%	19%	29%
	1-5 years	50%	21%	18%	10%	48%	21%	15%	5%	63%	34%	42%	60%	23%	44%
	6-10 years	57%	12%	10%	5%	28%	12%	10%	5%	63%	37%	48%	53%	20%	37%
	More than 10 years	49%	25%	17%	15%	40%	13%	8%	8%	65%	29%	42%	60%	18%	39%
Own/Rent	Own	50%	22%	17%	12%	40%	14%	9%	7%	66%	32%	42%	57%	18%	39%
	Rent/Lease	59%	19%	22%	19%	50%	16%	19%	6%	47%	22%	53%	69%	31%	31%
Residence Type	Single family (less than 1 acre lot)	50%	25%	15%	13%	38%	15%	9%	6%	68%	33%	44%	58%	19%	39%
	Single family (1-5 acre lot)	40%	9%	9%	9%	43%	4%	6%	6%	55%	36%	53%	51%	19%	34%
	Single family (5+ acre lot)	29%	29%	29%	29%	29%	14%	29%	43%	29%	43%	43%	43%	14%	71%
	Apartment	71%	29%	29%	14%	57%	29%	36%	14%	43%	21%	64%	71%	36%	43%
	Manufactured home	60%	-	-	-	20%	20%	-	-	80%	20%	40%	60%	20%	40%
	Multifamily	70%	13%	33%	13%	60%	13%	13%	7%	60%	13%	17%	73%	17%	33%
Other	-	-	-	-	-	-	-	-	100%	-	-	100%	-	-	
Employment Location	Yes	51%	24%	18%	22%	44%	19%	7%	9%	72%	35%	50%	74%	28%	49%
	No, a different community	49%	22%	18%	10%	35%	12%	10%	6%	65%	37%	48%	54%	12%	35%
	I am unemployed	80%	27%	20%	-	73%	20%	13%	27%	73%	20%	40%	80%	40%	40%
	I am retired	47%	22%	10%	15%	41%	16%	9%	6%	58%	17%	31%	57%	27%	41%
Own/Manage Business	Yes	36%	18%	15%	15%	42%	21%	3%	6%	67%	36%	48%	76%	27%	45%
	No	52%	23%	17%	13%	40%	13%	10%	7%	66%	33%	45%	59%	18%	39%
Age	Under 18	100%	-	-	-	100%	-	-	-	100%	-	-	-	-	100%
	18 to 24	40%	20%	20%	-	20%	20%	40%	-	60%	60%	80%	80%	20%	60%
	25 to 34	44%	12%	12%	7%	23%	14%	14%	-	65%	44%	60%	49%	19%	21%
	35 to 44	51%	30%	17%	12%	38%	11%	9%	6%	74%	48%	54%	63%	18%	41%
	45 to 54	57%	21%	16%	12%	39%	11%	7%	5%	67%	36%	44%	58%	12%	40%
	55 to 64	49%	20%	19%	13%	46%	18%	8%	13%	59%	27%	48%	60%	21%	39%
65 or over	47%	24%	13%	16%	40%	14%	10%	6%	61%	15%	25%	58%	25%	41%	
Education	Some high school or less	75%	25%	25%	-	75%	-	50%	25%	25%	-	50%	25%	-	50%
	High school graduate	37%	29%	9%	11%	49%	14%	9%	11%	63%	20%	31%	34%	11%	37%
	Some college	49%	23%	19%	19%	40%	16%	12%	6%	63%	29%	43%	60%	28%	49%
	College graduate	57%	23%	16%	10%	32%	13%	8%	5%	70%	38%	49%	60%	18%	36%
	Graduate degree(s)	46%	19%	15%	11%	46%	15%	8%	8%	61%	29%	40%	64%	17%	33%
Household Income	\$25,000 or less	59%	26%	30%	7%	41%	15%	26%	4%	48%	22%	52%	67%	15%	48%
	\$25,001 to \$50,000	55%	24%	20%	21%	46%	19%	15%	9%	64%	26%	41%	58%	36%	44%
	\$50,001 to \$100,000	47%	20%	15%	12%	37%	13%	8%	8%	60%	30%	42%	58%	16%	42%
	Over \$100,000	53%	23%	14%	11%	39%	13%	6%	6%	77%	41%	47%	61%	17%	33%
Marital Status	Single	55%	25%	16%	11%	41%	10%	21%	5%	55%	34%	49%	52%	16%	37%
	Married/living with partner	48%	20%	15%	11%	38%	15%	7%	8%	68%	33%	45%	60%	21%	39%
	Widowed/separated/ divorced	57%	25%	21%	18%	42%	16%	9%	6%	57%	25%	33%	58%	18%	40%
Household Members	Child(ren) age 12 or under	51%	16%	19%	8%	32%	14%	9%	4%	70%	42%	52%	62%	14%	41%
	Child(ren) over age 12	50%	24%	15%	15%	41%	12%	9%	11%	74%	32%	49%	60%	19%	44%
	Parent age 65 or older	50%	33%	6%	17%	39%	22%	22%	6%	67%	33%	50%	72%	33%	39%
	None of these	49%	20%	18%	12%	37%	13%	8%	6%	58%	29%	40%	58%	19%	35%
Number in Household	1	56%	26%	20%	13%	42%	14%	13%	7%	58%	29%	43%	62%	19%	36%
	2	48%	21%	15%	13%	40%	13%	6%	7%	60%	29%	38%	56%	21%	36%
	3	53%	26%	10%	7%	49%	14%	15%	7%	72%	35%	54%	57%	21%	38%
	4	56%	22%	18%	14%	33%	15%	10%	6%	72%	43%	47%	67%	17%	50%
	5	34%	18%	24%	21%	29%	16%	11%	11%	68%	32%	58%	58%	13%	45%
	6	67%	-	-	17%	17%	17%	17%	-	100%	33%	50%	33%	33%	33%
	7	75%	-	-	-	75%	-	-	25%	75%	-	-	100%	50%	-
	8 or more	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Gender	Male	46%	29%	17%	19%	40%	13%	8%	6%	64%	35%	44%	52%	20%	37%
	Female	55%	17%	14%	7%	40%	14%	12%	7%	64%	29%	45%	65%	20%	40%
Ethnicity	American Indian/Alaska Native/Hawaiian	67%	17%	-	-	50%	17%	17%	-	33%	17%	67%	50%	33%	33%
	Asian	18%	-	27%	-	55%	36%	9%	9%	91%	27%	82%	36%	9%	18%
	Black/African American	50%	24%	26%	15%	47%	26%	23%	16%	66%	18%	52%	69%	26%	50%
	Hispanic/Latino	45%	27%	27%	-	36%	27%	-	-	73%	36%	55%	18%	-	45%
	White/Caucasian	51%	23%	15%	12%	38%	12%	8%	6%	65%	34%	41%	59%	18%	36%
Other	48%	14%	14%	29%	38%	19%	5%	5%	52%	19%	43%	43%	19%	43%	
School District	Ypsilanti	55%	21%	17%	15%	46%	18%	16%	13%	54%	21%	45%	62%	29%	34%
	Lincoln	38%	18%	13%	8%	26%	12%	8%	9%	71%	37%	42%	56%	13%	38%
	Van Buren	63%	26%	26%	37%	59%	26%	15%	-	67%	15%	44%	56%	19%	41%
Tract Cluster	410100	67%	-	33%	-	67%	33%	-	-	33%	33%	33%	33%	33%	33%
	410400, 0500	41%	10%	18%	15%	38%	13%	5%	13%	41%	23%	54%	64%	36%	26%
	411200	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	412100, 1900	50%	28%	19%	22%	44%	22%	28%	9%	50%	13%	34%	56%	22%	38%
	412000	53%	33%	20%	13%	40%	20%	13%	27%	73%	13%	67%	80%	47%	60%
	412300	38%	23%	23%	38%	46%	38%	15%	-	77%	15%	38%	54%	15%	38%
	411700	79%	29%	7%	14%	64%	-	7%	14%	79%	36%	29%	50%	7%	29%
	984000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	413000	85%	15%	31%	38%	85%	23%	31%	-	69%	23%	46%	38%	23%	23%
	412600	100%	100%	-	-	33%	-	-	-	33%	-	33%	100%	33%	100%
	412700	50%	21%	14%	11%	36%	21%	7%	18%	64%	29%	39%	61%	7%	29%
	413403	50%	-	-	-	38%	13%	13%	13%	63%	25%	50%	63%	13%	13%
	413401, 402	34%	17%	14%	7%	15%	7%	6%	4%	69%	41%	38%	52%	14%	38%
413200	47%	20%	13%	13%	47%	20%	13%	13%	93%	47%	60%	67%	27%	67%	
Sample Type	Mail Sample	48%	19%	17%	14%	38%	19%	14%	11%	67%	29%	43%	59%	19%	35%
	Emailed Sample	49%	20%	16%	14%	38%	13%	10%	8%	60%	26%	43%	58%	22%	38%



2018 Ypsilanti Charter Township Community Engagement for Planning

# Combined Results

2018 Ypsilanti Charter Township Community Engagement for Planning  Combined Results		Residential							
		What types of residential housing does the township need?...							
		Larger single family (+2,000 sq/ft)	Smaller single family (-2,000 sq/ft)	Assisted living	Independent senior housing	Townhomes	Small multiple family (duplex, triplex, quadplex)	Multiple family condominium/apartments	More housing options in general
<b>2018 Scores</b>		<b>30%</b>	<b>46%</b>	<b>29%</b>	<b>44%</b>	<b>24%</b>	<b>14%</b>	<b>16%</b>	<b>33%</b>
Sample Overall		30%	44%	28%	44%	21%	12%	14%	35%
Non-sample Overall		31%	49%	30%	44%	28%	18%	19%	30%
<b>2009 Scores</b>									
Residency	One year or less	21%	36%	29%	50%	29%	36%	21%	71%
	1-5 years	31%	52%	26%	37%	24%	22%	19%	37%
	6-10 years	35%	53%	24%	25%	16%	7%	13%	35%
	More than 10 years	30%	44%	30%	48%	24%	13%	15%	30%
Own/Rent	Own	32%	48%	28%	45%	22%	12%	12%	28%
	Rent/Lease	33%	39%	33%	45%	36%	42%	36%	82%
Residence Type	Single family (less than 1 acre lot)	33%	48%	26%	41%	23%	12%	15%	31%
	Single family (1-5 acre lot)	27%	49%	39%	44%	24%	17%	17%	24%
	Single family (5+ acre lot)	67%	17%	33%	17%	17%	17%	17%	-
	Apartment	31%	31%	46%	69%	31%	46%	38%	92%
	Manufactured home	20%	20%	-	40%	20%	-	-	40%
	Multifamily	4%	41%	44%	74%	30%	30%	19%	48%
Other	100%	-	-	-	-	-	-	-	
Employment Location	Yes	33%	48%	34%	44%	34%	23%	22%	52%
	No, a different community	37%	52%	25%	33%	26%	15%	16%	27%
	I am unemployed	19%	38%	13%	44%	25%	25%	25%	56%
	I am retired	20%	36%	35%	65%	14%	7%	11%	32%
Own/Manage Business	Yes	38%	38%	41%	47%	16%	19%	19%	44%
	No	32%	49%	27%	42%	25%	15%	17%	33%
Age	Under 18	100%	100%	-	100%	-	-	-	-
	18 to 24	20%	40%	60%	60%	60%	100%	40%	80%
	25 to 34	54%	43%	11%	14%	24%	14%	19%	41%
	35 to 44	44%	60%	23%	23%	27%	14%	23%	31%
	45 to 54	38%	45%	29%	38%	33%	12%	15%	26%
	55 to 64	22%	50%	31%	46%	18%	19%	15%	32%
65 or over	16%	35%	35%	68%	17%	7%	10%	36%	
Education	Some high school or less	60%	20%	-	20%	-	-	20%	60%
	High school graduate	23%	42%	32%	52%	26%	26%	13%	45%
	Some college	34%	42%	30%	48%	20%	18%	19%	41%
	College graduate	33%	47%	29%	40%	22%	8%	15%	25%
	Graduate degree(s)	25%	51%	28%	45%	27%	17%	15%	32%
Household Income	\$25,000 or less	19%	30%	33%	48%	22%	33%	30%	70%
	\$25,001 to \$50,000	32%	51%	34%	47%	25%	22%	18%	47%
	\$50,001 to \$100,000	24%	49%	28%	44%	23%	12%	14%	33%
	Over \$100,000	43%	46%	23%	38%	23%	10%	16%	19%
Marital Status	Single	29%	39%	30%	51%	26%	23%	14%	48%
	Married/living with partner	33%	49%	27%	40%	21%	11%	16%	29%
	Widowed/separated/ divorced	19%	45%	30%	52%	28%	20%	17%	30%
Household Members	Child(ren) age 12 or under	58%	52%	18%	18%	26%	14%	21%	29%
	Child(ren) over age 12	40%	47%	29%	32%	28%	11%	19%	26%
	Parent age 65 or older	29%	47%	29%	59%	24%	24%	18%	53%
	None of these	21%	44%	27%	51%	22%	13%	12%	37%
Number in Household	1	17%	41%	32%	58%	21%	21%	14%	38%
	2	21%	45%	27%	51%	17%	11%	10%	35%
	3	42%	49%	35%	43%	29%	17%	22%	28%
	4	55%	46%	19%	22%	32%	13%	23%	25%
	5	28%	69%	34%	31%	34%	14%	24%	34%
	6	80%	40%	20%	20%	-	-	-	20%
	7	33%	-	-	-	-	33%	-	100%
	8 or more	-	-	-	-	-	-	-	-
Gender	Male	33%	47%	24%	38%	20%	12%	13%	28%
	Female	28%	46%	32%	49%	27%	16%	17%	35%
Ethnicity	American Indian/Alaska Native/Hawaiian	40%	40%	20%	60%	-	20%	40%	60%
	Asian	50%	50%	-	17%	-	-	33%	17%
	Black/African American	44%	31%	41%	45%	36%	22%	30%	44%
	Hispanic/Latino	20%	60%	20%	40%	30%	10%	10%	40%
	White/Caucasian	28%	48%	27%	44%	22%	13%	11%	30%
Other	23%	36%	23%	36%	23%	5%	14%	55%	
School District	Ypsilanti	29%	39%	31%	51%	21%	18%	16%	39%
	Lincoln	32%	46%	22%	36%	17%	3%	12%	29%
	Van Buren	25%	57%	39%	46%	36%	14%	11%	39%
Tract Cluster	410100	-	-	-	25%	50%	25%	25%	75%
	410400, 0500	19%	40%	31%	60%	26%	14%	10%	26%
	411200	-	-	-	-	-	-	-	-
	412100, 1900	44%	47%	34%	50%	16%	16%	19%	44%
	412000	25%	50%	31%	31%	25%	38%	25%	56%
	412300	38%	38%	54%	46%	38%	15%	23%	62%
	411700	17%	17%	33%	67%	8%	-	8%	25%
	984000	-	-	-	-	-	-	-	-
	413000	23%	77%	23%	38%	23%	15%	8%	23%
	412600	-	33%	33%	100%	67%	-	-	67%
	412700	27%	45%	18%	36%	18%	9%	9%	50%
	413403	30%	40%	20%	40%	-	10%	-	20%
	413401, 402	37%	43%	25%	33%	20%	2%	12%	22%
	413200	23%	62%	23%	46%	8%	-	15%	23%
Sample Type	Mail Sample	30%	42%	25%	42%	21%	16%	12%	41%
	Emailed Sample	30%	46%	31%	46%	21%	8%	15%	28%

2018 Ypsilanti Charter Township Community Engagement for Planning  Combined Results		Like Best									
		What three things do you like best about living in Ypsila...									
		Location	Quality Township services	Quality schools	Diversity	Community history and pride	Access to basic needs (food, health services)	Recreational opportunities	Quality housing stock	Protection and access to natural resources/features	Other (please specify below)
<b>2018 Scores</b>		<b>77%</b>	<b>24%</b>	<b>5%</b>	<b>41%</b>	<b>19%</b>	<b>40%</b>	<b>14%</b>	<b>13%</b>	<b>19%</b>	<b>8%</b>
Sample Overall		77%	21%	7%	40%	22%	45%	14%	13%	13%	8%
Non-sample Overall		76%	28%	4%	41%	15%	33%	13%	13%	26%	7%
<b>2009 Scores</b>											
Residency	One year or less	64%	14%	5%	45%	23%	27%	36%	9%	41%	9%
	1-5 years	72%	24%	6%	43%	15%	35%	12%	22%	15%	7%
	6-10 years	72%	28%	13%	36%	18%	34%	21%	10%	30%	8%
	More than 10 years	79%	25%	4%	41%	20%	43%	11%	12%	16%	7%
Own/Rent	Own	77%	25%	5%	39%	18%	41%	13%	13%	18%	8%
	Rent/Lease	70%	12%	15%	42%	33%	36%	18%	15%	9%	12%
Residence Type	Single family (less than 1 acre lot)	78%	26%	5%	40%	20%	40%	13%	12%	17%	8%
	Single family (1-5 acre lot)	71%	13%	8%	46%	17%	44%	23%	15%	19%	4%
	Single family (5+ acre lot)	100%	-	-	13%	25%	50%	-	25%	50%	-
	Apartment	64%	29%	14%	43%	21%	50%	14%	14%	14%	14%
	Manufactured home	50%	-	25%	25%	-	25%	-	25%	25%	-
	Multifamily	76%	24%	-	41%	15%	38%	18%	15%	29%	9%
Other	50%	-	-	-	-	50%	-	-	-	50%	
Employment Location	Yes	83%	30%	4%	50%	26%	40%	9%	7%	17%	7%
	No, a different community	76%	18%	7%	42%	17%	35%	14%	15%	19%	8%
	I am unemployed	60%	13%	7%	27%	13%	53%	13%	13%	33%	13%
	I am retired	75%	35%	3%	34%	20%	49%	16%	12%	17%	5%
Own/Manage Business	Yes	74%	37%	6%	49%	20%	46%	14%	9%	14%	6%
	No	77%	23%	6%	41%	17%	39%	13%	14%	19%	8%
Age	Under 18	100%	-	-	-	-	100%	-	-	-	-
	18 to 24	67%	-	-	83%	50%	50%	17%	-	17%	-
	25 to 34	67%	9%	7%	40%	24%	38%	24%	13%	16%	11%
	35 to 44	76%	16%	10%	44%	17%	29%	15%	17%	24%	11%
	45 to 54	77%	23%	9%	45%	13%	38%	15%	14%	19%	7%
	55 to 64	79%	25%	3%	38%	20%	42%	6%	13%	20%	10%
65 or over	78%	36%	2%	37%	21%	49%	14%	10%	14%	3%	
Education	Some high school or less	80%	20%	20%	20%	60%	40%	40%	20%	20%	-
	High school graduate	82%	37%	11%	21%	32%	39%	13%	8%	11%	3%
	Some college	69%	25%	3%	36%	27%	45%	12%	7%	16%	8%
	College graduate	81%	19%	6%	43%	15%	40%	12%	13%	18%	9%
	Graduate degree(s)	77%	27%	5%	47%	12%	36%	17%	17%	24%	8%
Household Income	\$25,000 or less	69%	12%	15%	42%	31%	46%	19%	-	23%	-
	\$25,001 to \$50,000	74%	28%	2%	34%	31%	47%	16%	11%	12%	9%
	\$50,001 to \$100,000	77%	22%	5%	43%	18%	42%	10%	15%	19%	7%
	Over \$100,000	79%	23%	6%	43%	11%	32%	17%	14%	21%	9%
Marital Status	Single	73%	17%	7%	41%	17%	49%	16%	12%	21%	4%
	Married/living with partner	78%	24%	5%	41%	18%	39%	13%	13%	18%	9%
	Widowed/separated/ divorced	78%	32%	4%	38%	26%	39%	11%	13%	13%	4%
Household Members	Child(ren) age 12 or under	76%	13%	11%	45%	21%	29%	18%	15%	21%	9%
	Child(ren) over age 12	77%	22%	10%	47%	16%	41%	15%	15%	16%	8%
	Parent age 65 or older	61%	33%	6%	28%	28%	56%	11%	6%	11%	-
	None of these	77%	27%	2%	39%	19%	40%	13%	11%	19%	7%
Number in Household	1	79%	30%	3%	38%	22%	49%	10%	11%	14%	3%
	2	78%	28%	2%	38%	17%	39%	12%	11%	20%	8%
	3	78%	19%	8%	49%	21%	43%	17%	15%	17%	6%
	4	72%	17%	11%	44%	24%	33%	19%	19%	21%	10%
	5	76%	19%	14%	41%	19%	30%	14%	16%	22%	11%
	6	75%	25%	-	50%	-	50%	13%	13%	-	13%
	7	50%	-	25%	50%	-	100%	25%	-	25%	-
	8 or more	-	-	-	-	-	-	-	-	-	-
Gender	Male	80%	27%	6%	37%	18%	41%	16%	14%	16%	6%
	Female	75%	23%	5%	45%	21%	39%	11%	13%	19%	9%
Ethnicity	American Indian/Alaska Native/Hawaiian	100%	33%	17%	67%	17%	17%	-	17%	33%	17%
	Asian	70%	40%	-	70%	30%	40%	-	20%	20%	-
	Black/African American	68%	22%	6%	60%	22%	20%	11%	18%	15%	11%
	Hispanic/Latino	91%	18%	9%	55%	-	36%	18%	9%	18%	9%
	White/Caucasian	78%	25%	5%	37%	19%	42%	15%	12%	18%	7%
Other	83%	4%	9%	48%	13%	52%	17%	9%	13%	9%	
School District	Ypsilanti	84%	25%	4%	37%	29%	48%	10%	7%	9%	9%
	Lincoln	71%	17%	10%	48%	12%	43%	18%	20%	20%	8%
	Van Buren	72%	24%	7%	24%	34%	38%	21%	10%	7%	3%
Tract Cluster	410100	100%	-	-	33%	-	67%	-	33%	-	-
	410400, 0500	87%	21%	4%	40%	15%	60%	15%	4%	11%	2%
	411200	-	-	-	-	-	-	-	-	-	-
	412100, 1900	79%	26%	3%	38%	47%	35%	9%	6%	9%	15%
	412000	69%	38%	6%	31%	44%	44%	-	6%	-	13%
	412300	69%	23%	8%	31%	46%	38%	15%	-	8%	-
	411700	93%	36%	-	29%	36%	36%	7%	7%	14%	7%
	984000	-	-	-	-	-	-	-	-	-	-
	413000	79%	14%	-	36%	36%	36%	21%	21%	-	-
	412600	67%	67%	33%	-	33%	-	33%	-	33%	33%
	412700	70%	13%	10%	40%	13%	37%	20%	23%	27%	10%
	413403	90%	20%	-	10%	-	70%	20%	10%	20%	30%
	413401, 402	69%	23%	8%	51%	7%	51%	17%	23%	20%	4%
	413200	75%	6%	19%	50%	38%	25%	6%	6%	13%	13%
Sample Type	Mail Sample	74%	23%	8%	35%	24%	46%	14%	17%	17%	12%
	Emailed Sample	80%	20%	6%	45%	21%	45%	15%	9%	10%	4%

2018 Ypsilanti Charter Township Community Engagement for Planning  Combined Results		Preferred Changes						
		Which three things would you like to see change about Yps...						
		More diversified housing stock	Housing affordability	Quality of schools	Better township services	Access to employment opportunities	Access to basic needs (food, health services)	Other (please specify below)
<b>2018 Scores</b>		<b>15%</b>	<b>27%</b>	<b>63%</b>	<b>22%</b>	<b>42%</b>	<b>27%</b>	<b>21%</b>
<b>Sample Overall</b>		<b>14%</b>	<b>31%</b>	<b>66%</b>	<b>23%</b>	<b>44%</b>	<b>28%</b>	<b>16%</b>
<b>Non-sample Overall</b>		<b>18%</b>	<b>21%</b>	<b>59%</b>	<b>21%</b>	<b>40%</b>	<b>25%</b>	<b>29%</b>
<b>2009 Scores</b>								
Residency	One year or less	6%	33%	50%	17%	33%	33%	33%
	1-5 years	20%	31%	67%	18%	44%	33%	18%
	6-10 years	12%	27%	60%	33%	33%	33%	31%
	More than 10 years	16%	25%	64%	21%	44%	24%	20%
Own/Rent	Own	14%	21%	60%	23%	42%	30%	23%
	Rent/Lease	14%	83%	60%	26%	54%	31%	9%
Residence Type	Single family (less than 1 acre lot)	14%	22%	66%	21%	41%	27%	22%
	Single family (1-5 acre lot)	21%	30%	67%	28%	49%	21%	26%
	Single family (5+ acre lot)	13%	38%	38%	38%	38%	25%	25%
	Apartment	7%	93%	57%	29%	43%	36%	7%
	Manufactured home	-	40%	40%	20%	40%	20%	40%
	Multifamily	29%	39%	52%	16%	48%	29%	6%
Employment Location	Yes	26%	30%	74%	20%	47%	20%	14%
	No, a different community	10%	20%	64%	23%	43%	26%	25%
	I am unemployed	13%	44%	63%	25%	56%	25%	19%
	I am retired	20%	36%	55%	21%	36%	31%	18%
Own/Manage Business	Yes	21%	30%	82%	12%	48%	24%	18%
	No	15%	25%	61%	24%	44%	27%	22%
Age	Under 18	-	-	100%	-	100%	100%	-
	18 to 24	17%	83%	67%	-	50%	17%	17%
	25 to 34	13%	29%	71%	26%	39%	18%	26%
	35 to 44	11%	22%	66%	25%	45%	25%	30%
	45 to 54	12%	16%	71%	23%	45%	24%	21%
	55 to 64	17%	29%	64%	26%	45%	28%	21%
Education	65 or over	22%	34%	51%	15%	35%	31%	15%
	Some high school or less	-	50%	25%	75%	75%	100%	-
	High school graduate	11%	46%	63%	23%	46%	31%	14%
	Some college	16%	38%	65%	21%	45%	29%	16%
	College graduate	18%	21%	64%	20%	42%	23%	20%
	Graduate degree(s)	14%	19%	62%	24%	39%	26%	29%
Household Income	\$25,000 or less	14%	66%	55%	34%	45%	45%	14%
	\$25,001 to \$50,000	16%	37%	65%	17%	48%	33%	17%
	\$50,001 to \$100,000	16%	23%	60%	23%	43%	23%	25%
	Over \$100,000	15%	16%	71%	20%	39%	23%	23%
Marital Status	Single	15%	35%	55%	25%	51%	32%	21%
	Married/living with partner	16%	24%	66%	23%	42%	24%	23%
	Widowed/separated/ divorced	15%	35%	55%	14%	39%	33%	11%
Household Members	Child(ren) age 12 or under	5%	21%	78%	23%	41%	20%	24%
	Child(ren) over age 12	16%	21%	67%	20%	46%	20%	22%
	Parent age 65 or older	16%	47%	84%	32%	53%	26%	-
	None of these	17%	27%	55%	23%	43%	29%	22%
Number in Household	1	14%	24%	47%	22%	45%	41%	19%
	2	16%	30%	58%	25%	39%	25%	23%
	3	20%	25%	75%	23%	42%	25%	20%
	4	13%	17%	79%	25%	46%	22%	24%
	5	16%	35%	65%	8%	49%	19%	16%
	6	-	43%	57%	14%	57%	14%	14%
	7	-	67%	67%	67%	33%	-	33%
	8 or more	-	-	-	-	-	-	-
Gender	Male	15%	21%	60%	26%	42%	28%	22%
	Female	15%	30%	64%	20%	42%	26%	22%
Ethnicity	American Indian/Alaska Native/Hawaiian	33%	50%	50%	50%	33%	33%	17%
	Asian	30%	20%	60%	30%	20%	30%	20%
	Black/African American	20%	39%	61%	30%	49%	38%	16%
	Hispanic/Latino	20%	30%	70%	40%	40%	20%	30%
	White/Caucasian	14%	23%	64%	21%	42%	26%	22%
School District	Other	14%	48%	62%	24%	38%	14%	14%
	Ypsilanti	12%	39%	75%	22%	47%	27%	15%
	Lincoln	14%	21%	63%	24%	38%	24%	18%
	Van Buren	23%	38%	42%	19%	65%	50%	8%
Tract Cluster	410100	-	100%	100%	100%	-	-	-
	410400, 0500	15%	45%	73%	15%	33%	20%	8%
	411200	-	-	-	-	-	-	-
	412100, 1900	6%	44%	76%	18%	65%	35%	12%
	412000	13%	20%	93%	20%	60%	27%	27%
	412300	25%	58%	33%	17%	58%	50%	-
	411700	-	7%	57%	29%	36%	50%	14%
	984000	-	-	-	-	-	-	-
	413000	23%	23%	62%	23%	54%	38%	31%
	412600	-	-	50%	50%	100%	50%	-
	412700	28%	28%	60%	16%	56%	32%	12%
	413403	22%	33%	67%	44%	67%	11%	22%
	413401, 402	10%	15%	64%	22%	34%	18%	21%
413200	7%	33%	53%	33%	27%	40%	20%	
Sample Type	Mail Sample	16%	34%	64%	27%	52%	31%	15%
	Emailed Sample	12%	28%	68%	19%	36%	25%	16%

2018 Ypsilanti Charter Township Community Engagement for Planning  Combined Results		Who Responded		2009 Response	
		%	Count	%	Difference
		Valid	Valid	Valid	
<b>2018 Scores</b>		<b>100%</b>	<b>520</b>		
Sample Overall		100%	306		
Non-sample Overall		100%	214	100%	
<b>2009 Scores</b>					
Residency	One year or less	4%	22	1%	3%
	1-5 years	13%	68	13%	0%
	6-10 years	13%	66	13%	0%
	More than 10 years	68%	355	73%	-5%
Own/Rent	Own	69%	358	89%	-20%
	Rent/Lease	8%	39	9%	-1%
Residence Type	Single family (less than 1 acre lot)	75%	391		
	Single family (1-5 acre lot)	10%	52		
	Single family (5+ acre lot)	2%	8		
	Apartment	3%	15		
	Manufactured home	1%	5		
	Multifamily	7%	36		
Employment Location	Yes	14%	75	19%	-5%
	No, a different community	55%	285	38%	17%
	I am unemployed	3%	17	23%	-20%
	I am retired	27%	138	19%	8%
Own/Manage Business	Yes	7%	36		
	No	80%	414		
Age	Under 18	0%	1		
	18 to 24	1%	6	2%	-1%
	25 to 34	9%	47	5%	4%
	35 to 44	17%	87	15%	2%
	45 to 54	20%	106	20%	0%
	55 to 64	26%	136	22%	4%
Education	65 or over	25%	128	36%	-11%
	Some high school or less	1%	5	3%	-2%
	High school graduate	8%	43	14%	-6%
	Some college	24%	125	30%	-6%
	College graduate	37%	190	28%	9%
	Graduate degree(s)	29%	149	24%	5%
Household Income	\$25,000 or less	6%	32	12%	-6%
	\$25,001 to \$50,000	18%	92	27%	-9%
	\$50,001 to \$100,000	37%	192	38%	-1%
	Over \$100,000	32%	165	16%	16%
Marital Status	Single	16%	83	12%	4%
	Married/living with partner	64%	334	68%	-4%
	Widowed/separated/ divorced	14%	74	18%	-4%
Household Members	Child(ren) age 12 or under	19%	98	15%	4%
	Child(ren) over age 12	24%	126	23%	1%
	Parent age 65 or older	4%	19	7%	-3%
	None of these	49%	255	58%	-9%
Number in Household	1	19%	97		
	2	38%	200		
	3	15%	78		
	4	15%	77		
	5	7%	38		
	6	2%	8		
	7	1%	4		
	8 or more	-	-		
Gender	Male	40%	207	42%	-2%
	Female	52%	272	57%	-5%
Ethnicity	American Indian/Alaska Native/Hawaiian	1%	6	1%	0%
	Asian	2%	11	2%	0%
	Black/African American	13%	68	15%	-2%
	Hispanic/Latino	2%	12	1%	1%
	White/Caucasian	76%	396	77%	-1%
School District	Other	5%	24	2%	3%
	Ypsilanti	27%	139		
	Lincoln	26%	134		
	Van Buren	6%	30		
Tract Cluster	410100	1%	4		
	410400, 0500	9%	48		
	411200	-	-		
	412100, 1900	7%	38		
	412000	3%	17		
	412300	3%	13		
	411700	3%	14		
	984000	-	-		
	413000	3%	15		
	412600	1%	4		
	412700	6%	31		
	413403	2%	11		
413401, 402	15%	78			
413200	4%	19			
Sample Type	Mail Sample	30%	154		
	Emailed Sample	29%	152		



2018 Ypsilanti Charter Township Community  
Engagement for Planning  
**Random Sample Results**  
+/- 5.6%

		Satisfaction Questions											
		Satisfaction with Township Services/Attributes (10 is perfect score)											
		School district meeting the needs of the community	Preparation of students for solid careers	Preparation of students for college	Road maintenance	Amount of traffic congestion on the roads	Public transportation options	Accommodation for bicycle and foot traffic	Garbage collection service	Brush and leaf disposal	Recycling service	Amount and quality of services you receive for the local taxes you pay	Communication on how tax dollars are used
<b>2018 Scores Overall</b>		<b>5.3</b>	<b>5.0</b>	<b>5.2</b>	<b>5.5</b>	<b>5.8</b>	<b>6.3</b>	<b>5.8</b>	<b>7.9</b>	<b>7.8</b>	<b>7.6</b>	<b>6.4</b>	<b>5.4</b>
<b>2009 Scores</b>		<b>5.6</b>	<b>5.2</b>	<b>5.2</b>	<b>5.2</b>	<b>6.1</b>	<b>4.8</b>	<b>6.8</b>	<b>8.4</b>	<b>8.1</b>	<b>8.4</b>		
Residency	One year or less	6.4	5.5	6.7	5.4	6.1	7.3	5.5	8.7	8.7	8.4	9.0	7.3
	1-5 years	5.0	4.7	5.2	4.4	5.4	5.2	4.8	6.7	6.6	6.9	5.5	3.9
	6-10 years	6.2	6.3	6.0	6.3	6.2	6.8	4.9	8.1	7.7	7.1	6.2	5.2
	More than 10 years	5.2	4.9	5.0	5.5	5.7	6.4	6.0	8.0	7.9	7.8	6.6	5.6
Own/Rent	Own	5.5	5.1	5.3	5.7	5.8	6.2	5.8	8.0	7.9	7.8	6.5	5.4
	Rent/Lease	5.2	4.8	4.9	4.3	5.5	6.3	4.9	7.5	7.3	6.0	6.0	4.4
Residence Type	Single family (less than 1 acre lot)	5.4	5.0	5.2	5.5	5.8	6.4	5.9	7.9	7.8	7.6	6.5	5.4
	Single family (1-5 acre lot)	4.8	5.3	5.1	5.9	5.7	5.7	5.3	8.4	8.0	8.1	6.2	5.5
	Single family (5+ acre lot)	5.8	5.7	5.7	5.0	5.0	6.0	5.0	7.5	9.0	8.0	5.3	3.0
	Apartment	6.3	6.3	6.7	5.3	5.4	6.6	5.0	8.4	9.0	7.8	10.0	6.3
	Manufactured home	-	-	-	6.5	6.0	9.0	8.0	10.0	10.0	10.0	8.0	-
	Multifamily	3.8	3.9	4.0	4.5	5.3	5.4	5.1	7.2	6.3	7.4	6.2	4.9
Employment Location	Other	4.0	4.5	4.5	7.0	6.5	6.0	6.0	8.0	8.0	7.5	6.0	7.5
	Yes	5.1	5.0	4.9	4.8	5.5	5.6	5.2	7.8	7.5	7.4	5.9	5.3
	No, a different community	5.4	5.1	5.3	5.7	5.9	6.5	5.5	7.6	7.4	7.3	6.2	4.9
	I am unemployed	4.0	3.9	3.6	3.8	5.6	5.0	4.7	7.6	7.5	7.2	6.3	4.9
Own/Manage Business	I am retired	5.4	5.2	5.2	5.6	5.7	6.6	6.7	8.6	8.7	8.4	7.2	6.5
	Yes	5.3	4.9	5.2	5.3	5.8	5.8	5.6	7.7	7.8	7.4	6.9	5.1
Age	No	5.3	5.1	5.2	5.5	5.8	6.2	5.6	7.9	7.7	7.6	6.3	5.3
	Under 18	-	-	-	7.0	7.0	-	7.0	9.0	9.0	9.0	7.0	-
	18 to 24	6.0	4.5	7.0	4.5	4.0	7.0	5.0	6.8	7.0	9.0	-	-
	25 to 34	5.7	5.3	5.6	5.7	6.8	6.4	5.5	8.0	6.9	6.9	5.2	4.2
	35 to 44	6.1	5.1	5.4	5.4	6.2	6.3	5.7	7.1	6.7	6.8	6.3	5.0
	45 to 54	4.8	5.0	5.0	5.9	5.8	6.3	5.5	7.9	7.9	7.8	6.3	5.1
	55 to 64	4.9	5.0	4.9	4.9	5.4	5.8	5.3	7.8	7.8	7.6	6.1	5.2
Education	65 or over	5.5	5.0	5.2	5.8	5.7	6.8	6.7	8.5	8.6	8.2	7.2	6.4
	Some high school or less	4.3	4.7	4.7	3.8	4.5	5.5	5.3	7.6	7.5	7.0	4.3	3.0
	High school graduate	4.9	4.2	5.0	4.4	5.2	6.0	5.5	7.8	7.3	7.6	6.7	5.4
	Some college	5.2	5.0	5.2	5.7	5.7	6.5	6.4	7.7	7.8	7.7	6.5	5.6
	College graduate	5.5	5.2	5.2	5.7	5.9	6.5	5.6	8.1	7.9	7.5	6.5	5.5
Household Income	Graduate degree(s)	5.1	5.1	5.0	5.5	5.8	5.9	5.3	7.9	7.8	7.7	6.4	5.1
	\$25,000 or less	4.9	5.1	5.6	4.8	5.6	6.2	5.8	6.4	6.8	6.4	7.3	6.5
	\$25,001 to \$50,000	5.3	4.6	4.8	5.2	5.6	6.9	6.6	8.2	8.1	7.6	6.6	5.5
	\$50,001 to \$100,000	5.0	4.9	5.0	5.5	5.7	6.1	5.4	7.9	7.6	7.7	6.4	5.3
Marital Status	Over \$100,000	5.5	5.3	5.2	5.9	6.2	6.2	5.4	8.1	7.8	7.7	6.4	5.1
	Single	4.7	4.5	4.6	5.2	5.7	6.2	5.8	7.7	7.5	7.1	6.2	5.5
	Married/living with partner	5.4	5.0	5.1	5.5	5.8	6.3	5.6	7.9	7.8	7.8	6.4	5.4
Household Members	Widowed/separated/ divorced	5.5	5.4	5.6	6.0	5.9	6.6	6.6	8.0	8.1	7.3	6.9	5.8
	Child(ren) age 12 or under	5.4	4.9	5.2	5.3	6.1	5.6	5.4	7.3	6.7	7.0	5.8	4.2
	Child(ren) over age 12	5.5	5.4	5.5	5.4	5.8	6.1	5.7	7.8	7.6	7.4	6.2	4.9
	Parent age 65 or older	4.3	4.2	4.5	5.6	5.7	6.5	6.6	7.7	7.1	7.9	5.6	5.1
Number in Household	None of these	5.1	4.9	5.0	5.7	5.7	6.7	6.0	8.2	8.2	8.0	6.9	6.0
	1	5.0	5.3	5.2	6.0	6.0	6.6	6.1	8.2	8.3	7.5	6.8	6.3
	2	4.9	4.7	4.7	5.5	5.6	6.5	5.9	8.2	8.1	8.0	6.7	5.7
	3	5.5	5.1	5.3	4.9	5.6	6.2	5.2	7.6	7.3	7.5	6.4	5.5
	4	5.5	5.3	5.5	5.4	6.3	5.4	5.6	7.6	7.5	7.2	5.9	4.3
	5	5.5	5.4	5.4	6.0	6.0	6.8	6.0	8.0	7.3	7.4	5.8	4.4
	6	6.0	4.7	4.7	4.3	7.0	4.7	5.3	8.3	7.5	6.7	5.5	4.3
	7	-	-	-	-	5.0	8.0	5.0	2.0	2.0	2.0	5.0	-
Gender	8 or more	-	-	-	-	-	-	-	-	-	-	-	-
	Male	5.3	4.9	5.1	5.8	5.8	6.3	5.8	7.9	7.9	7.5	6.6	5.6
Ethnicity	Female	5.2	5.0	5.1	5.4	5.9	6.3	5.8	8.0	7.8	7.8	6.5	5.4
	American Indian/Alaska Native/Hawaiian	7.3	7.0	6.7	4.8	6.5	8.5	5.0	8.8	8.7	9.0	5.7	4.3
	Asian	8.5	8.5	8.7	5.4	6.3	6.2	6.0	8.9	7.8	8.8	6.4	5.2
	Black/African American	5.6	5.4	5.7	5.8	6.2	6.2	6.4	8.1	7.4	7.7	6.9	5.9
	Hispanic/Latino	5.5	4.0	4.0	5.4	4.8	5.8	3.2	6.8	7.0	7.0	4.8	2.5
	White/Caucasian	5.0	4.8	4.9	5.5	5.7	6.3	5.7	7.9	7.8	7.6	6.4	5.4
School District	Other	6.2	5.5	6.0	5.1	4.9	6.5	5.3	7.0	6.9	6.7	4.9	4.0
	Ypsilanti	4.4	4.4	4.4	5.1	5.3	6.1	5.8	7.9	7.7	7.5	6.3	5.3
	Lincoln	6.0	5.8	5.8	6.0	6.2	6.8	5.7	7.9	7.9	7.8	6.5	5.6
	Van Buren	5.7	4.8	5.2	5.0	6.1	5.9	5.9	8.2	7.8	7.4	6.8	5.4
Tract Cluster	410100	2.5	2.5	2.5	4.3	3.8	5.3	5.0	6.0	5.0	4.0	5.0	6.5
	410400, 0500	5.0	5.1	5.3	5.3	5.0	6.2	5.7	8.4	8.0	7.8	6.4	5.2
	411200	-	-	-	-	-	-	-	-	-	-	-	-
	412100, 1900	4.0	4.3	4.1	4.3	5.4	6.1	6.2	7.8	7.9	7.8	6.5	4.9
	412000	5.2	4.6	4.4	5.4	5.6	6.2	5.5	7.6	7.2	7.2	6.4	6.0
	412300	5.8	4.1	4.6	4.1	5.4	5.1	5.5	7.7	7.5	7.3	5.7	4.8
	411700	3.7	3.7	4.3	6.2	5.8	7.3	6.9	7.4	7.9	7.1	6.8	5.8
	984000	-	-	-	-	-	-	-	-	-	-	-	-
	413000	5.3	4.9	4.9	5.5	6.4	7.0	7.1	8.9	8.0	7.8	7.4	5.8
	412600	5.5	6.0	6.5	6.7	6.0	4.0	3.0	8.0	6.0	7.5	6.5	4.0
	412700	6.2	5.9	5.9	6.2	6.5	7.2	6.1	8.3	7.8	8.3	7.1	5.8
	413403	3.5	3.3	3.5	6.3	5.6	4.5	3.9	8.6	8.4	8.6	6.0	5.5
	413401, 402	5.9	5.7	5.7	6.4	6.5	6.8	5.7	8.0	8.0	7.9	6.6	5.8
	413200	6.4	6.0	6.1	5.1	5.4	6.4	5.4	6.9	7.4	6.9	5.5	5.2
Sample Type	Mail Sample	5.4	5.0	5.2	5.6	6.1	6.6	5.7	8.0	7.9	7.9	6.5	5.6
	Emailed Sample	5.2	5.1	5.1	5.4	5.5	6.1	5.8	7.9	7.7	7.4	6.4	5.2

Shopping convenience for everyday items	Shopping convenience for major/specialty items	Sufficient choices for most of your shopping needs	Area restaurant choices	Communicating effectively with the community	Encouraging citizen ideas and involvement	Openness to resident questions or concerns	Enforcing appearance/safety codes for business properties	Enforcing appearance/safety codes for residential properties	Level of professionalism of local staff	The follow-up provided by local staff	The ease of getting your question answered	Range of cultural offerings	Strong and vibrant arts community	Activities that interest you	Cost-of-living	Quality of jobs
7.1	6.0	6.5	5.9	6.2	6.1	6.6	6.3	6.3	7.5	7.1	7.3	5.9	5.7	5.4	6.4	5.4
7.6	6.7	7.0		7.0	6.0		5.9	4.9				6.3	5.7		5.5	4.1
7.2	6.4	6.4	6.3	5.7	6.2	6.9	5.9	5.6	7.1	6.4	7.1	6.4	6.8	6.6	6.5	6.1
7.3	5.9	6.4	6.0	4.7	4.7	5.2	5.6	5.5	6.4	6.4	6.1	5.2	5.5	5.0	5.9	5.2
7.4	5.8	6.4	5.6	6.4	6.0	6.5	6.3	6.0	8.2	7.6	7.4	6.1	5.7	6.2	7.2	6.0
7.1	6.0	6.6	5.8	6.4	6.3	6.8	6.3	6.5	7.6	7.1	7.4	5.9	5.7	5.2	6.4	5.3
7.1	5.9	6.5	5.7	6.2	6.0	6.6	6.3	6.2	7.6	7.0	7.2	6.0	5.6	5.3	6.6	5.7
7.3	6.7	6.5	6.5	4.7	4.8	5.0	4.9	5.1	5.8	5.6	5.7	4.8	5.5	5.3	4.4	3.7
7.1	5.8	6.5	5.6	6.4	6.2	6.8	6.3	6.3	7.6	7.2	7.4	6.0	5.8	5.3	6.5	5.5
6.9	6.5	6.7	6.7	5.3	5.2	5.6	5.8	6.1	7.0	6.4	6.6	5.7	5.3	5.6	6.6	5.8
7.5	6.7	6.7	7.0	8.0	8.3	8.3	7.0	7.5	8.3	7.5	7.0	8.0	6.0	6.0	8.0	8.0
7.2	6.8	6.7	7.1	5.0	6.0	5.6	5.3	6.3	6.9	7.2	7.2	5.4	6.1	6.3	4.5	3.9
8.0	6.0	6.0	6.5	6.0	6.0	6.0	8.0	8.0	8.0	8.0	8.0	7.0	8.0	6.0	7.0	8.0
7.3	6.4	6.2	6.2	5.2	4.9	6.1	5.4	5.3	7.0	6.3	6.5	5.2	5.0	4.8	5.4	4.3
8.0	7.0	7.0	6.0	7.0	7.0	7.0	7.5	6.0	7.5	6.0	7.5	6.5	6.5	6.5	7.0	6.0
7.1	6.3	6.7	5.8	6.3	6.2	7.0	6.8	6.8	7.4	7.1	7.4	5.8	5.8	5.1	6.0	5.5
7.0	5.6	6.3	5.5	5.9	5.8	6.2	6.0	5.9	7.4	6.7	7.0	5.6	5.4	5.2	6.6	5.4
6.7	5.6	5.9	5.3	5.0	4.7	4.9	4.4	4.9	5.7	5.3	5.5	4.6	4.7	4.0	4.7	3.9
7.4	6.6	7.0	6.7	7.0	6.7	7.2	6.8	7.1	8.1	7.8	7.9	6.5	6.3	6.1	6.7	5.9
7.9	6.4	7.2	5.9	6.4	6.0	7.1	7.2	7.2	7.6	7.1	7.3	5.6	5.7	5.3	6.6	6.3
7.0	5.8	6.3	5.7	6.1	5.9	6.3	6.1	6.1	7.4	7.0	7.2	5.8	5.6	5.2	6.3	5.2
3.0	4.0	4.0	5.0	-	-	-	5.0	4.0	8.0	8.0	8.0	-	-	-	-	-
8.5	7.0	8.0	6.5	4.7	7.0	5.0	7.0	5.0	7.0	5.0	7.0	6.0	7.7	6.0	5.0	4.0
7.6	6.4	6.8	6.2	5.7	5.6	6.2	5.8	6.1	6.6	6.3	6.6	5.6	5.6	5.5	6.8	6.0
7.1	5.7	6.2	5.8	6.0	5.9	6.2	6.2	5.6	6.6	6.2	6.3	6.3	6.4	5.8	6.4	5.4
7.3	5.9	6.5	5.7	6.0	5.8	6.4	6.2	6.2	7.7	6.9	7.4	5.7	5.2	5.1	6.6	5.6
6.7	5.8	6.3	5.3	6.1	6.0	6.3	5.7	6.1	7.4	6.9	7.1	5.6	5.5	4.9	6.0	4.8
7.3	6.4	6.9	6.4	7.0	6.6	7.3	7.0	7.2	8.2	7.9	8.0	6.3	6.0	5.8	6.6	5.9
7.0	6.3	6.8	6.3	6.3	5.0	5.7	5.3	5.3	5.3	5.3	5.0	4.5	3.0	3.8	5.3	5.0
7.1	6.3	6.6	6.3	5.8	5.8	6.0	6.0	5.5	6.5	5.6	6.1	4.6	5.5	4.9	4.9	4.1
6.7	6.1	6.6	6.0	6.3	6.1	6.6	6.4	6.2	7.4	7.0	7.2	5.9	6.0	5.4	6.1	5.3
7.3	6.1	6.6	5.9	6.4	6.3	6.9	6.4	6.6	7.9	7.6	7.7	6.3	5.9	5.6	6.9	6.1
7.2	5.6	6.3	5.4	6.0	6.0	6.3	6.0	6.3	7.7	7.1	7.3	5.6	5.4	5.2	6.7	4.9
7.2	6.6	6.7	7.0	5.8	5.9	6.1	5.8	6.3	6.9	6.7	6.4	6.7	6.9	5.6	5.5	4.8
7.2	6.3	6.8	5.9	6.3	6.1	6.4	6.3	5.9	6.9	6.6	6.9	5.9	6.2	6.0	5.8	5.2
7.2	6.2	6.7	6.2	6.2	6.1	6.5	6.2	6.3	7.5	7.1	7.1	6.0	5.8	5.3	6.4	5.5
7.0	5.3	6.0	5.2	6.2	5.9	6.7	6.2	6.4	8.0	7.3	7.7	5.5	5.1	5.1	7.1	5.7
7.1	6.2	6.5	5.9	6.4	6.1	6.4	6.0	5.9	7.1	6.5	6.6	5.8	5.5	5.2	6.0	5.2
7.2	6.1	6.6	5.9	6.1	6.0	6.4	6.3	6.3	7.4	7.0	7.2	5.8	5.7	5.4	6.6	5.4
6.9	5.8	6.7	6.0	6.7	6.5	7.5	6.8	6.9	8.2	7.8	7.9	6.5	6.3	6.0	6.3	5.5
7.2	5.8	6.4	6.0	5.9	6.1	6.6	6.1	5.8	7.1	6.6	6.9	6.4	6.0	5.6	6.7	5.6
7.1	5.7	6.4	5.4	6.0	5.8	6.7	6.3	6.4	7.3	7.0	7.3	5.7	5.6	5.1	6.2	5.3
7.4	6.6	6.8	6.0	6.0	5.9	6.5	7.0	6.1	7.2	6.9	7.1	5.9	5.8	5.3	5.8	5.4
7.2	6.2	6.6	6.0	6.5	6.3	6.6	6.2	6.4	7.7	7.3	7.5	5.9	5.8	5.4	6.6	5.4
7.2	6.1	6.8	6.2	7.1	6.8	7.4	6.5	6.6	8.0	7.7	7.9	6.5	6.2	6.0	6.8	5.9
7.0	6.2	6.5	5.9	6.2	6.1	6.4	6.1	6.3	7.6	7.1	7.3	5.6	5.5	5.1	6.4	5.3
7.3	6.1	6.7	6.0	5.7	5.4	6.2	5.6	5.8	7.0	6.6	6.8	5.8	5.8	5.2	6.0	5.2
6.9	5.2	6.2	5.5	6.0	6.1	6.6	6.5	6.5	7.4	7.0	7.2	5.8	5.4	5.4	6.5	5.6
7.7	6.2	6.6	5.7	5.8	6.0	7.1	7.2	6.1	7.2	6.5	7.3	6.2	6.1	5.9	6.6	5.4
7.3	5.8	6.8	5.3	7.0	6.3	7.0	7.0	6.5	6.7	6.7	7.0	6.7	6.3	5.5	7.3	5.5
7.0	5.0	6.0	4.0	-	-	-	-	5.0	-	-	-	7.0	6.0	3.0	2.0	4.0
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7.0	6.0	6.5	5.7	6.1	5.9	6.4	6.4	6.4	7.5	7.0	7.3	5.9	5.6	5.2	6.6	5.5
7.2	6.0	6.5	6.0	6.4	6.3	6.8	6.1	6.2	7.7	7.2	7.4	6.0	5.9	5.5	6.3	5.4
8.3	7.0	8.8	8.0	7.3	7.8	9.0	5.3	6.5	9.0	9.0	9.0	8.8	8.3	6.0	5.5	5.3
7.0	6.6	7.1	6.3	7.2	6.3	7.2	8.4	7.4	8.5	8.2	8.4	7.0	6.8	6.5	6.8	6.4
6.7	6.2	6.4	5.5	6.0	6.1	6.5	6.5	6.6	7.2	6.4	7.1	5.8	5.9	5.4	6.1	5.4
6.6	4.6	6.8	3.3	4.6	4.4	6.0	4.6	4.3	4.7	5.0	4.0	7.0	7.0	5.3	6.8	4.2
7.1	5.9	6.5	5.9	6.1	6.0	6.5	6.2	6.3	7.6	7.1	7.3	5.8	5.6	5.3	6.5	5.4
7.2	6.0	6.4	5.8	6.0	5.5	6.2	4.9	5.3	6.2	5.3	6.2	5.7	6.7	5.0	5.7	5.1
6.9	6.1	6.6	6.3	6.2	6.2	6.5	6.0	6.1	7.4	6.9	7.1	5.8	5.7	5.3	6.1	5.0
7.6	6.0	6.6	5.5	6.3	6.2	6.8	6.5	6.6	7.9	7.6	7.8	6.2	5.9	5.6	7.0	6.1
6.4	5.9	6.0	5.6	5.9	5.5	6.5	6.6	5.9	7.0	6.2	6.2	5.2	5.4	4.9	5.5	4.7
6.5	5.3	5.7	5.0	3.0	3.0	3.5	4.0	4.0	5.0	5.0	4.0	3.5	3.7	4.3	5.7	5.7
8.1	7.6	8.0	7.4	6.5	6.5	7.0	6.3	6.8	7.9	7.4	7.5	6.2	6.2	5.8	6.7	5.4
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6.6	5.6	6.2	6.5	6.0	6.3	6.4	6.0	5.6	7.1	6.6	7.2	5.9	5.8	5.3	5.5	4.3
6.6	5.8	6.6	5.5	5.8	5.7	5.9	5.8	5.8	6.6	6.1	6.5	5.4	5.7	5.5	6.3	5.3
5.3	4.9	5.2	3.6	5.9	5.1	5.7	6.3	5.3	5.9	4.9	5.4	4.1	5.0	4.0	4.3	3.5
4.8	3.8	4.5	4.1	6.9	6.5	7.0	5.9	6.2	8.1	7.1	7.4	5.4	4.4	3.9	6.4	5.8
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6.3	6.2	6.0	6.4	6.3	6.4	7.3	7.1	7.1	7.8	7.0	6.9	5.9	5.9	5.1	6.2	5.9
5.7	4.3	4.0	5.7	6.7	6.0	7.7	6.0	5.5	8.3	8.3	8.3	5.3	5.0	6.0	4.5	3.5
8.2	6.4	7.1	6.0	6.3	6.3	7.0	6.4	6.7	8.1	7.7	7.9	6.6	6.2	5.9	6.9	6.2
7.3	6.5	6.8	5.5	5.4	5.1	5.2	6.0	5.3	7.0	6.3	6.9	5.3	4.7	5.2	6.9	5.0
7.7	5.9	6.7	5.4	6.6	6.5	7.0	6.7	7.0	8.0	7.8	8.1	6.4	6.0	5.8	7.2	6.4
6.6	5.5	5.7	5.6	6.4	5.7	6.5	6.4	5.6	7.6	7.2	6.6	4.9	4.8	4.6	6.8	5.6
7.0	5.9	6.3	5.5	6.1	5.9	6.4	6.2	6.3	7.3	6.7	7.1	5.8	5.6	5.2	6.3	5.3
7.3	6.2	6.8	6.2	6.4	6.3	6.9	6.4	6.3	7.8	7.5	7.5	5.9	5.8	5.6	6.5	5.5

Affordability of housing	Availability of jobs	Stability of property values	Strength of local economy	Facilities meet your needs	Facility maintenance	Quality of recreational programs	Variety of recreational programs	Ypsilanti Charter Township overall satisfaction	Your local school district satisfaction	Washtenaw County government satisfaction	State of Michigan government satisfaction	A safe place to live	Enjoyable place for children	Enjoyable place for young adults (under 40)	Enjoyable place for senior citizens (over 64)	Enjoyable place for people to visit
6.1	5.4	6.5	6.1	7.4	7.2	6.9	6.8	7.4	5.3	6.6	5.8	6.9	6.9	6.6	6.8	6.2
5.6				7.6	7.6	7.4	7.3	6.8				6.2	6.5	6.1	6.5	
5.9	6.3	8.2	6.6	7.4	7.7	7.5	7.4	6.6	6.7	5.8	4.6	6.6	7.7	7.7	6.8	7.3
5.7	5.0	6.2	5.6	7.0	6.6	6.6	6.5	6.5	4.4	5.8	4.9	6.7	6.6	6.1	6.8	6.0
7.0	6.3	7.1	6.7	7.4	7.2	7.5	7.4	7.7	7.0	7.3	5.7	6.9	7.0	7.0	6.5	6.0
6.0	5.3	6.3	6.1	7.4	7.3	6.9	6.7	7.5	5.2	6.7	6.0	6.9	6.8	6.5	6.8	6.2
6.4	5.7	6.6	6.3	7.4	7.4	7.0	6.9	7.5	5.4	6.8	6.0	6.9	6.9	6.7	6.8	6.3
4.0	4.0	4.4	4.0	6.9	6.3	6.5	5.7	5.9	5.3	5.3	4.6	5.9	6.2	6.2	6.3	5.9
6.3	5.4	6.5	6.2	7.3	7.2	7.0	6.8	7.5	5.3	6.6	5.7	6.8	6.8	6.5	6.7	6.1
6.3	6.1	6.9	6.8	7.4	7.3	7.1	7.2	7.4	5.5	6.7	6.4	7.5	7.4	7.2	7.6	7.3
6.8	5.7	5.3	7.0	9.0	8.7	8.3	8.3	6.8	5.5	8.3	6.8	7.8	7.8	7.3	8.0	7.8
4.2	3.4	5.0	4.4	7.5	7.3	6.6	5.6	5.5	4.3	5.4	4.7	6.5	7.4	6.9	7.3	6.5
7.0	7.0	7.0	7.0	7.0	7.0	6.0	7.0	7.0	8.0	7.5	7.5	7.0	8.0	8.0	7.0	8.0
4.6	4.7	6.0	5.1	7.1	7.0	6.2	5.8	7.1	3.9	5.7	5.4	6.4	5.8	5.5	6.3	5.4
6.0	6.0	7.0	6.0	6.0	6.0	6.0	6.0	7.0	4.5	6.0	6.0	6.5	6.0	6.0	6.0	6.0
5.2	5.5	6.2	6.3	7.3	6.9	7.1	6.9	7.4	4.8	6.3	5.6	6.6	6.4	6.4	6.6	6.1
6.3	5.3	6.4	6.0	7.1	7.1	6.6	6.5	7.1	5.4	6.5	5.6	6.7	6.7	6.4	6.5	6.0
5.0	3.8	4.5	3.6	6.5	6.2	5.7	5.4	6.4	4.3	4.7	4.8	6.1	6.2	6.1	6.1	5.6
6.3	5.9	7.1	6.8	8.2	8.1	7.6	7.5	8.1	5.9	7.4	6.5	7.3	7.7	7.2	7.5	6.9
5.7	6.3	6.8	6.9	7.4	7.3	7.1	6.9	7.5	5.6	6.7	5.9	7.2	6.5	6.4	7.2	6.4
6.2	5.2	6.3	6.0	7.2	7.1	6.8	6.7	7.3	5.2	6.5	5.7	6.8	6.8	6.5	6.7	6.2
9.0	-	-	-	-	-	-	-	9.0	-	-	-	6.0	-	-	4.0	4.0
3.8	4.7	6.5	4.7	7.3	5.3	9.0	9.0	6.3	6.5	6.0	3.3	5.8	5.8	6.8	6.7	5.8
6.7	5.9	6.4	6.0	7.3	7.0	6.7	6.6	7.1	5.6	6.1	5.0	6.4	6.7	6.7	6.3	5.6
6.3	5.3	6.2	5.6	7.1	6.7	6.8	6.9	6.9	5.7	6.4	5.1	6.5	6.4	6.3	6.3	6.1
6.5	5.5	6.7	6.3	7.2	7.1	6.7	6.4	7.4	5.0	6.8	5.9	6.9	6.9	6.7	6.8	6.3
5.4	4.9	6.0	5.8	7.3	7.3	6.7	6.5	7.2	5.0	6.3	5.5	6.9	6.7	6.3	6.7	6.2
6.2	5.9	6.9	6.9	7.9	7.8	7.5	7.3	8.0	5.8	7.1	6.8	7.2	7.3	6.9	7.3	6.7
4.3	4.3	5.8	5.8	6.5	4.7	5.7	5.0	5.0	5.5	5.8	5.3	6.0	5.5	6.7	6.8	5.0
4.9	5.3	5.9	5.5	5.7	5.9	5.8	5.5	7.0	5.3	5.9	5.8	5.9	5.9	6.2	6.2	5.6
6.1	5.4	6.3	5.9	7.3	7.3	7.3	7.0	7.4	5.3	6.6	6.1	6.4	6.5	6.5	6.6	6.2
6.6	6.0	6.6	6.6	7.5	7.4	7.0	7.0	7.7	5.8	6.7	6.0	7.0	7.2	6.8	7.0	6.3
6.1	4.8	6.5	6.0	7.7	7.5	6.9	6.6	7.4	4.7	6.7	5.5	7.4	7.2	6.5	7.0	6.5
5.5	5.1	5.9	5.3	6.8	6.3	6.5	6.6	7.0	5.5	5.9	5.0	6.4	6.5	6.8	7.1	6.7
5.5	5.7	6.2	5.9	7.6	7.3	7.4	7.2	7.2	5.7	6.6	5.9	6.5	6.6	6.4	6.5	6.0
5.9	5.4	6.4	6.2	7.0	7.1	6.5	6.4	7.3	4.9	6.4	5.8	6.8	6.7	6.5	6.7	6.1
7.0	5.6	6.9	6.5	7.7	7.5	7.3	7.1	7.7	5.5	7.0	6.0	7.3	7.2	6.7	7.1	6.3
5.2	5.0	6.2	5.8	6.8	6.6	5.9	5.9	7.0	5.8	6.2	5.4	6.4	6.4	6.1	6.9	6.0
6.4	5.4	6.5	6.1	7.4	7.3	7.1	6.9	7.4	5.2	6.6	5.8	7.0	7.0	6.8	6.8	6.3
5.8	5.9	6.5	6.6	7.8	7.8	7.6	7.3	7.8	5.4	7.2	6.4	6.9	6.8	6.4	6.8	6.3
6.6	5.5	6.5	6.0	7.3	6.9	6.8	7.0	7.3	5.2	6.3	5.1	6.7	7.1	7.0	6.9	6.2
6.0	5.2	6.3	6.1	7.3	7.2	6.9	6.6	7.0	5.2	6.6	6.1	6.8	6.7	6.4	6.6	6.1
5.9	5.3	6.1	6.0	6.7	6.1	6.6	6.4	7.0	5.3	6.3	6.2	6.5	6.5	6.2	6.4	6.3
6.2	5.6	6.6	6.3	7.5	7.5	7.2	7.0	7.8	5.2	6.7	5.8	7.0	7.0	6.7	7.0	6.4
6.2	5.9	6.8	6.9	7.9	7.8	7.3	7.2	8.1	6.0	7.5	6.3	7.2	7.4	6.7	7.4	6.8
6.1	5.3	6.4	6.0	7.4	7.3	6.9	6.6	7.5	4.8	6.4	5.7	6.7	6.7	6.4	6.6	6.1
5.8	5.4	6.5	6.3	6.7	6.4	6.6	6.3	7.0	5.5	6.5	5.4	6.9	6.9	6.8	7.2	6.3
6.4	5.3	6.2	5.8	7.6	7.4	7.1	6.9	7.2	5.5	6.6	6.0	6.9	6.9	6.6	6.8	6.4
6.4	5.3	6.7	5.9	7.2	7.1	6.9	7.4	7.1	5.5	6.3	5.8	6.5	6.6	6.6	6.2	6.0
6.3	5.0	6.5	6.3	7.7	7.8	6.7	6.0	7.8	6.3	6.0	6.0	7.0	6.8	5.7	6.3	5.0
4.0	7.0	5.0	4.0	7.0	6.0	7.0	7.0	5.0	-	4.0	3.0	3.0	4.0	4.0	3.0	2.0
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6.4	5.4	6.6	6.3	7.1	7.0	6.5	6.5	7.5	5.3	6.5	6.0	6.8	6.8	6.5	6.7	6.4
5.9	5.4	6.4	5.9	7.6	7.4	7.3	7.0	7.4	5.2	6.7	5.7	6.9	6.9	6.6	6.9	6.1
4.8	3.0	6.7	6.5	8.5	7.8	8.0	7.0	8.3	5.7	7.8	6.8	7.8	7.3	7.3	8.0	8.3
6.6	6.3	7.1	7.8	7.4	7.8	6.7	6.5	8.8	8.0	8.1	8.0	8.1	8.1	8.4	8.2	7.4
5.6	5.0	6.2	5.9	7.2	7.3	6.6	6.6	7.2	5.5	6.7	5.9	7.5	7.4	6.8	7.2	6.8
4.8	4.0	4.6	5.0	7.2	5.6	7.3	7.8	6.8	2.0	5.8	4.4	6.4	6.4	5.8	7.2	4.6
6.3	5.6	6.5	6.2	7.4	7.2	6.9	6.8	7.4	5.2	6.5	5.7	6.6	6.7	6.5	6.6	6.1
4.9	4.8	5.7	5.4	6.7	6.4	6.3	6.0	6.8	5.5	6.3	4.8	6.4	5.9	5.5	6.3	5.5
5.6	5.1	6.1	5.7	7.0	6.7	6.4	6.3	7.1	4.4	6.2	5.6	6.4	6.3	6.3	6.5	5.9
6.7	5.9	7.0	6.8	7.9	7.8	7.5	7.4	7.8	6.2	7.2	6.1	7.5	7.7	7.1	7.3	6.7
5.6	4.6	5.8	5.3	6.9	7.0	6.9	6.3	7.3	5.4	6.5	5.7	6.1	6.1	5.9	6.3	5.7
5.5	5.0	5.7	6.0	6.7	6.7	5.5	5.0	4.0	4.0	3.5	5.5	6.8	6.0	6.3	7.0	7.3
5.9	5.6	7.2	6.7	7.6	7.1	6.9	6.5	8.0	5.6	6.6	6.0	7.3	7.3	7.1	7.5	6.8
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5.6	4.7	5.3	5.2	6.8	6.5	6.4	6.9	6.8	4.0	5.5	5.2	5.8	5.6	6.1	5.9	5.3
6.1	5.6	5.6	5.4	6.6	6.4	6.4	6.5	6.9	5.3	6.9	6.3	5.9	5.6	5.9	6.1	5.4
4.0	3.9	5.1	4.3	6.0	5.9	6.8	6.4	6.9	5.6	6.4	5.4	4.9	5.0	5.1	4.8	4.8
5.6	5.3	6.2	5.8	7.3	7.1	6.3	6.1	6.8	3.4	6.5	5.5	5.8	6.3	5.8	6.1	5.5
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6.5	5.3	5.8	5.8	7.3	7.3	6.5	6.1	7.5	4.6	6.5	5.8	6.4	6.8	5.7	6.4	5.6
6.0	3.5	8.0	6.0	7.5	8.0	7.0	4.5	7.3	6.5	6.0	5.7	7.0	7.0	7.0	8.0	6.5
6.4	5.8	7.4	6.7	8.0	8.0	7.4	7.3	8.0	5.6	6.9	5.7	7.5	7.8	7.5	7.1	6.8
5.7	4.8	5.4	5.6	6.7	6.6	6.2	5.0	6.9	3.0	6.7	5.9	7.4	6.5	6.0	6.8	6.9
6.9	6.2	7.2	7.0	7.9	7.9	7.6	7.6	8.0	6.3	7.5	6.4	7.7	7.9	7.1	7.6	6.8
6.6	5.4	6.1	6.2	7.8	7.3	7.2	7.0	7.3	6.5	6.3	5.7	6.6	6.6	6.6	7.0	6.4
5.9	5.3	6.2	5.9	7.2	7.1	6.9	6.8	7.4	5.3	6.8	5.7	6.8	6.9	6.6	6.7	6.1
6.3	5.5	6.7	6.4	7.5	7.4	7.0	6.8	7.4	5.3	6.5	6.0	7.0	6.9	6.6	6.9	6.4

												Behavior Questions					
												Paid property taxes in the last 12 months?		How frequently do you use the Township parks and recreati...			
Physically attractive/great curb appeal	A great place for families	A great place to have a business	Growing responsibly	A safe place to bike and walk	A safe place to walk at night	A perfect community for me	Recommend the Township as a place to live	Remain living in the Township five years from now	Be a community volunteer	Encourage someone to start a business in the Township	Support the current Township government administration	Yes	No	Never	Fewer than 6 times a year	6-12 times a year	More than 12 times a year
6.0	6.8	6.1	6.4	6.1	5.0	6.4	6.6	7.1	5.4	5.6	6.9	84%	11%	13%	41%	19%	21%
6.1		5.3	6.0				6.2	7.0	5.3	5.2	6.5						
6.3	7.0	7.2	7.0	6.4	4.9	6.2	6.2	7.4	5.9	7.0	6.7	30%	70%	10%	20%	40%	30%
5.4	6.6	6.0	6.3	6.0	4.6	5.9	6.2	5.4	5.7	5.5	6.1	74%	23%	6%	37%	17%	34%
6.1	6.9	5.8	6.7	5.4	5.4	6.5	7.2	6.9	5.0	6.1	7	77%	20%	10%	37%	33%	20%
6.0	6.7	6.1	6.4	6.2	4.9	6.5	6.6	7.4	5.4	5.5	7	90%	5%	14%	43%	17%	19%
6.1	6.8	6.2	6.4	6.2	5.0	6.4	6.7	7.0	5.3	5.5	6.6	92%	3%	12%	42%	17%	23%
5.0	5.9	5.2	6.0	5.7	4.1	5.9	5.5	6.2	4.5	5.0	6.1	16%	84%	13%	48%	26%	13%
5.8	6.7	6.0	6.4	6.1	5.0	6.4	6.6	7.1	5.4	5.5	6.9	88%	8%	11%	43%	20%	22%
6.5	7.4	7.3	6.5	6.1	5.3	7.0	7.1	7.3	5.8	6.4	6.6	90%	10%	14%	38%	14%	21%
7.3	7.7	6.7	7.7	7.8	6.0	7.5	6.8	6.8	7.5	6.0	7	75%	-	-	25%	25%	25%
6.1	6.5	5.3	6.7	6.3	4.1	6.3	6.5	7.3	3.3	5.6	7.5	8%	92%	15%	46%	15%	23%
7.0	8.0	7.0	8.0	8.0	6.0	6.0	7.0	5.0	4.0	7.0	6	100%	-	50%	-	50%	-
5.8	6.3	5.5	5.9	5.8	4.2	5.8	5.8	6.7	5.6	5.3	6.7	81%	5%	24%	38%	19%	14%
7.0	6.0	6.0	6.0	6.0	4.5	6.5	6.5	8.0	6.0	6.0	7	100%	-	100%	-	-	-
5.4	6.3	6.0	6.2	5.7	4.5	6.0	6.4	6.9	5.9	6.0	7.3	81%	14%	7%	40%	17%	31%
5.7	6.6	5.9	6.1	5.7	4.9	6.2	6.5	6.7	5.3	5.3	6.4	87%	8%	9%	41%	23%	21%
5.2	6.1	4.8	5.8	5.9	4.6	5.7	5.5	5.9	4.1	3.5	5.1	57%	36%	14%	50%	21%	14%
6.9	7.4	6.9	7.4	7.1	5.3	7.1	7.2	8.2	5.7	6.5	7.8	85%	12%	22%	40%	12%	17%
5.7	6.7	6.4	6.6	6.3	5.2	6.2	6.6	6.5	6.2	6.7	7.8	83%	17%	4%	48%	9%	26%
5.9	6.7	6.0	6.3	6.0	4.9	6.4	6.5	7.0	5.2	5.4	6.6	85%	11%	12%	42%	21%	21%
4.0	6.0	7.0	7.0	6.0	-	6.0	6.0	6.0	3.0	8.0	8	100%	-	-	100%	-	-
5.0	5.8	3.7	3.5	6.5	2.7	4.5	4.8	7.0	5.7	3.7	6.5	-	100%	25%	25%	-	50%
5.2	6.3	5.5	5.5	6.2	4.6	6.0	6.3	5.3	5.0	4.9	5.2	74%	26%	-	19%	37%	41%
5.4	6.5	5.7	6.4	5.8	5.3	6.1	6.1	6.2	5.2	5.6	6.2	76%	18%	5%	32%	34%	29%
6.0	6.9	6.5	6.5	5.7	5.2	6.6	6.8	7.2	5.8	5.9	6.9	93%	6%	10%	42%	24%	19%
5.9	6.6	6.0	6.3	5.8	4.5	6.3	6.5	7.1	5.3	5.4	7.1	89%	5%	14%	54%	11%	16%
6.7	7.2	6.7	7.1	6.9	5.2	6.9	7.1	8.2	5.5	6.1	7.6	85%	10%	21%	41%	11%	15%
5.0	5.7	6.3	5.7	6.0	5.3	6.5	4.8	7.5	5.0	5.4	5.8	60%	40%	-	60%	40%	-
5.4	6.0	5.6	5.4	5.6	4.2	5.8	5.4	6.2	3.5	4.3	6.1	67%	23%	30%	43%	10%	3%
5.9	6.4	6.0	6.3	6.2	4.7	6.1	6.3	7.3	4.8	5.6	7	81%	14%	15%	45%	18%	15%
6.2	7.1	6.6	6.7	6.2	5.3	6.7	7.0	7.2	5.8	6.0	6.8	89%	8%	9%	40%	23%	23%
5.9	7.0	5.8	6.7	5.9	5.0	6.6	7.0	7.1	6.1	5.8	7.2	91%	6%	10%	38%	17%	32%
5.8	7.0	6.7	6.6	6.7	5.8	6.5	6.3	6.9	4.0	5.7	6.5	38%	62%	29%	43%	10%	14%
5.9	6.2	5.7	6.6	6.3	4.6	6.4	6.3	7.5	4.8	5.6	6.6	68%	23%	22%	40%	20%	15%
5.8	6.7	6.1	6.3	6.0	4.9	6.3	6.6	7.0	5.6	5.8	7.2	90%	5%	10%	39%	21%	20%
6.1	7.1	6.3	6.6	5.9	5.0	6.5	7.0	7.0	5.8	5.6	6.9	98%	-	7%	44%	17%	30%
5.8	6.4	6.1	6.3	6.4	5.4	6.6	6.2	7.1	4.5	5.7	6.2	65%	29%	14%	41%	22%	18%
5.9	6.8	6.2	6.4	6.0	4.9	6.3	6.7	6.9	5.6	5.6	6.9	89%	7%	13%	39%	19%	23%
6.4	7.0	5.8	6.7	6.2	4.6	6.8	6.9	8.0	5.5	5.6	7.7	85%	13%	15%	53%	15%	13%
5.8	6.8	6.0	6.4	6.2	5.3	6.3	6.4	6.2	5.9	5.6	6.4	89%	11%	2%	28%	30%	36%
5.9	6.7	6.1	6.4	5.8	5.1	6.2	6.3	7.0	5.5	5.5	7	89%	8%	8%	50%	23%	15%
5.8	6.7	5.7	6.5	6.5	4.8	5.8	6.5	8.1	4.5	6.5	6	58%	17%	25%	58%	-	17%
6.1	6.9	6.2	6.7	6.2	4.8	6.7	6.9	7.4	5.2	5.6	7.2	82%	13%	16%	40%	17%	20%
6.6	7.3	6.7	7.1	6.7	5.2	7.3	7.3	8.1	5.4	6.3	7.1	74%	19%	22%	48%	7%	15%
5.7	6.5	5.8	6.3	6.0	4.6	6.2	6.5	7.2	5.2	5.4	7.1	85%	9%	15%	41%	17%	20%
5.9	6.9	6.7	6.5	6.1	5.2	6.6	6.6	7.0	5.7	5.9	7	86%	10%	14%	51%	10%	18%
6.0	6.9	5.9	6.1	5.9	5.3	6.3	6.7	6.6	5.8	5.8	6.5	88%	12%	4%	33%	35%	29%
6.0	6.5	6.1	6.8	5.9	5.1	5.9	6.1	6.3	5.4	5.6	6.6	88%	13%	-	29%	33%	33%
5.5	6.8	6.3	6.3	7.0	4.7	6.0	6.5	7.5	5.7	5.3	5.7	100%	-	-	50%	25%	25%
2.0	3.0	3.0	-	5.0	2.0	2.0	2.0	-	5.0	1.0	3	100%	-	-	-	100%	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6.0	6.8	6.4	6.6	6.3	5.2	6.5	6.7	7.3	5.3	5.7	7	85%	11%	13%	44%	19%	19%
5.9	6.7	5.9	6.3	6.0	4.8	6.4	6.6	7.0	5.4	5.6	6.8	84%	12%	12%	41%	19%	24%
6.8	7.8	6.5	6.8	6.5	6.0	8.5	7.8	8.3	4.3	6.5	7.7	75%	25%	-	50%	-	50%
7.9	8.3	8.3	8.4	8.5	6.7	8.0	8.1	8.6	7.1	6.7	8.4	75%	13%	38%	13%	13%	25%
6.9	7.2	6.5	6.9	7.0	6.3	6.7	7.2	6.8	5.7	6.5	7.3	77%	21%	9%	45%	21%	15%
3.8	5.6	5.6	3.8	4.2	4.2	6.2	6.8	7.0	5.8	6.8	7.3	80%	20%	-	20%	40%	40%
5.8	6.6	6.0	6.3	5.9	4.6	6.3	6.5	7.2	5.3	5.5	6.8	87%	8%	13%	40%	19%	22%
5.0	6.1	5.3	5.3	5.2	4.1	5.9	5.8	5.9	5.0	4.6	5.6	83%	17%	-	50%	28%	22%
5.5	6.3	5.7	6.1	5.9	4.4	6.3	6.3	7.0	5.1	5.2	6.6	79%	15%	17%	42%	20%	18%
6.6	7.4	6.7	7.1	6.5	5.7	6.9	7.2	7.4	5.8	6.2	7.2	94%	4%	9%	39%	17%	26%
5.8	6.2	5.5	5.7	5.8	4.5	5.3	5.6	6.3	4.7	5.3	6.6	64%	29%	11%	54%	21%	11%
6.7	7.3	7.0	7.0	6.3	5.0	7.0	6.5	7.0	3.0	6.8	6	25%	75%	25%	75%	-	-
6.3	7.1	6.7	6.9	6.2	4.8	6.9	7.3	7.9	5.5	5.8	7.1	90%	6%	10%	42%	15%	29%
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4.6	5.7	5.1	5.3	6.0	4.2	5.8	5.6	6.8	4.5	4.1	6.6	78%	22%	24%	35%	22%	19%
5.0	5.8	5.6	5.6	5.5	4.6	5.8	5.8	6.7	5.0	6.0	6.9	75%	6%	13%	56%	19%	6%
5.0	4.7	4.6	5.5	4.8	3.8	4.4	4.3	4.2	3.2	4.0	5.6	58%	42%	8%	50%	25%	8%
5.5	6.2	5.6	5.9	6.1	4.0	6.2	5.9	6.6	5.8	5.5	6.2	79%	7%	7%	50%	43%	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5.5	6.6	5.8	5.8	6.2	5.1	5.9	5.9	7.3	6.1	6.2	7.4	73%	13%	20%	53%	7%	13%
7.3	7.7	4.0	2.0	6.3	4.0	5.7	6.7	6.7	5.0	1.0	5	67%	33%	-	33%	67%	-
6.8	7.4	7.2	7.3	7.0	5.8	7.3	7.5	7.8	5.7	6.5	7.5	94%	6%	6%	29%	16%	29%
6.5	6.8	5.6	5.8	5.1	3.9	6.2	6.5	6.8	6.5	3.2	5.8	73%	9%	27%	18%	18%	27%
6.7	7.6	6.9	7.3	6.6	6.0	7.1	7.4	7.3	5.9	6.3	7.1	95%	4%	8%	38%	18%	29%
5.8	6.8	5.9	6.6	5.3	5.0	6.2	6.5	7.9	5.3	6.4	7.4	95%	-	16%	58%	16%	5%
6.0	6.6	5.8	6.2	6.1	4.9	6.2	6.4	6.8	5.3	5.4	6.7	79%	16%	12%	43%	19%	20%
6.0	6.9	6.4	6.7	6.2	5.1	6.6	6.9	7.4	5.5	5.8	7.1	90%	7%	14%	39%	20%	22%



Non Residential													
What types of non-residential development does the Townsh...													
Neighborhood commercial (cafe, beauty shop, corner store, etc.)	Regional commercial (big box, etc.)	General business offices	Industrial	Grocery stores	Medical (doctor/dentist offices)	Banks	Places of worship	Restaurants	Pubs/bars/brewery/meade ry	Recreational (pool hall, entertainment, gyms, etc.)	Cultural (museums, theaters, galleries, gardens, etc.)	Lodging (hotels, bed and breakfast, etc.)	Specialty stores (shoes, sporting goods, etc.)
48%	20%	17%	14%	38%	16%	12%	10%	63%	27%	43%	59%	21%	36%
33%	22%	-	11%	33%	22%	44%	-	67%	33%	67%	78%	22%	33%
53%	19%	25%	13%	47%	28%	16%	9%	56%	25%	47%	69%	28%	44%
38%	12%	4%	4%	19%	8%	15%	4%	54%	38%	42%	42%	19%	23%
49%	20%	17%	15%	39%	14%	9%	10%	65%	26%	41%	58%	19%	37%
46%	19%	17%	13%	37%	18%	12%	10%	67%	28%	44%	58%	19%	38%
56%	22%	19%	19%	48%	15%	19%	7%	41%	15%	48%	67%	26%	33%
48%	20%	14%	15%	35%	16%	10%	8%	69%	30%	45%	60%	20%	35%
33%	17%	13%	8%	46%	8%	8%	13%	46%	29%	46%	38%	25%	33%
25%	-	25%	25%	25%	-	25%	50%	-	25%	25%	25%	-	50%
67%	33%	25%	8%	58%	25%	33%	17%	33%	8%	58%	75%	33%	42%
100%	-	-	-	50%	50%	-	-	100%	50%	-	-	-	50%
72%	17%	44%	17%	56%	17%	22%	11%	61%	6%	22%	83%	22%	44%
-	-	-	-	-	-	-	-	100%	-	-	100%	-	-
41%	18%	21%	26%	41%	26%	10%	13%	69%	26%	41%	69%	28%	41%
46%	19%	16%	10%	32%	10%	12%	7%	65%	34%	49%	54%	12%	32%
83%	33%	25%	-	75%	25%	17%	33%	67%	17%	42%	75%	33%	50%
51%	19%	14%	18%	40%	21%	13%	10%	56%	17%	35%	58%	32%	39%
29%	14%	14%	19%	43%	19%	5%	10%	76%	33%	52%	71%	29%	48%
50%	20%	17%	14%	39%	16%	13%	9%	65%	28%	45%	60%	20%	37%
100%	-	-	-	100%	-	-	-	100%	-	-	-	-	100%
25%	25%	25%	-	25%	25%	50%	-	50%	50%	75%	100%	25%	75%
29%	4%	4%	4%	13%	13%	13%	-	63%	33%	63%	46%	8%	13%
43%	27%	16%	16%	27%	11%	11%	8%	76%	46%	59%	65%	19%	41%
53%	20%	17%	10%	42%	10%	7%	5%	67%	27%	40%	53%	15%	37%
53%	19%	21%	14%	47%	21%	13%	21%	60%	26%	44%	60%	23%	34%
50%	23%	17%	21%	39%	18%	14%	8%	58%	17%	30%	61%	29%	41%
75%	25%	25%	-	75%	-	50%	25%	25%	-	50%	25%	-	50%
35%	22%	13%	13%	48%	17%	13%	17%	52%	13%	30%	52%	17%	39%
51%	24%	22%	28%	42%	18%	13%	10%	65%	26%	40%	60%	29%	44%
49%	19%	14%	8%	28%	15%	11%	6%	68%	36%	48%	56%	13%	31%
48%	16%	16%	7%	42%	15%	10%	10%	61%	22%	43%	67%	27%	31%
53%	32%	32%	11%	47%	21%	32%	5%	42%	26%	53%	58%	11%	42%
54%	24%	20%	26%	41%	24%	20%	13%	61%	19%	37%	56%	33%	43%
47%	18%	18%	11%	38%	14%	9%	11%	60%	27%	40%	57%	17%	40%
47%	17%	11%	10%	33%	12%	6%	9%	78%	37%	49%	64%	20%	28%
51%	21%	19%	13%	40%	13%	26%	9%	51%	32%	43%	51%	17%	30%
45%	16%	16%	11%	35%	16%	8%	10%	67%	26%	44%	62%	22%	37%
57%	31%	21%	24%	40%	19%	14%	10%	60%	29%	40%	52%	21%	40%
40%	13%	17%	4%	29%	17%	10%	6%	71%	40%	54%	56%	6%	42%
49%	24%	19%	15%	38%	12%	12%	14%	78%	31%	49%	60%	18%	41%
42%	33%	8%	17%	50%	33%	17%	8%	67%	33%	33%	67%	42%	42%
52%	16%	19%	14%	34%	14%	11%	8%	56%	23%	36%	58%	22%	33%
53%	22%	20%	14%	39%	16%	18%	10%	55%	29%	47%	61%	22%	31%
51%	18%	15%	14%	39%	15%	8%	10%	56%	22%	33%	60%	25%	35%
49%	28%	12%	9%	47%	12%	14%	12%	72%	30%	51%	56%	16%	30%
49%	13%	16%	13%	36%	13%	11%	7%	71%	40%	47%	62%	18%	44%
29%	25%	33%	21%	25%	25%	17%	13%	71%	21%	63%	63%	17%	46%
50%	-	-	25%	-	25%	25%	-	100%	25%	50%	-	25%	25%
100%	-	-	-	100%	-	-	100%	100%	-	-	100%	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-
41%	28%	18%	22%	38%	14%	11%	8%	62%	33%	47%	52%	21%	33%
54%	15%	14%	8%	40%	16%	14%	10%	66%	25%	40%	64%	22%	39%
75%	25%	-	-	50%	-	25%	-	25%	-	50%	25%	25%	50%
13%	-	25%	-	50%	50%	13%	13%	88%	25%	75%	25%	13%	25%
48%	25%	23%	18%	48%	25%	25%	23%	68%	14%	45%	64%	20%	41%
40%	-	20%	-	40%	40%	-	-	80%	40%	60%	20%	-	20%
51%	20%	16%	12%	36%	13%	10%	8%	63%	30%	42%	62%	22%	34%
47%	18%	18%	35%	29%	24%	6%	6%	59%	24%	41%	35%	18%	47%
55%	21%	17%	15%	46%	18%	16%	13%	54%	21%	45%	62%	29%	34%
38%	18%	13%	8%	26%	12%	8%	9%	71%	37%	42%	56%	13%	38%
63%	26%	26%	37%	59%	26%	15%	-	67%	15%	44%	56%	19%	41%
67%	-	33%	-	67%	33%	-	-	33%	33%	33%	33%	33%	33%
41%	10%	18%	15%	38%	13%	5%	13%	41%	23%	54%	64%	36%	26%
-	-	-	-	-	-	-	-	-	-	-	-	-	-
50%	28%	19%	22%	44%	22%	28%	9%	50%	13%	34%	56%	22%	38%
53%	33%	20%	13%	40%	20%	13%	27%	73%	13%	67%	80%	47%	60%
38%	23%	23%	38%	46%	38%	15%	-	77%	15%	38%	54%	15%	38%
79%	29%	7%	14%	64%	-	7%	14%	79%	36%	29%	50%	7%	29%
-	-	-	-	-	-	-	-	-	-	-	-	-	-
85%	15%	31%	38%	85%	23%	31%	-	69%	23%	46%	38%	23%	23%
100%	100%	-	-	33%	-	-	-	33%	-	33%	100%	33%	100%
50%	21%	14%	11%	36%	21%	7%	18%	64%	29%	39%	61%	7%	29%
50%	-	-	-	38%	13%	13%	13%	63%	25%	50%	63%	13%	13%
34%	17%	14%	7%	15%	7%	6%	4%	69%	41%	38%	52%	14%	38%
47%	20%	13%	13%	47%	20%	13%	13%	93%	47%	60%	67%	27%	67%
48%	19%	17%	14%	38%	19%	14%	11%	67%	29%	43%	59%	19%	35%
49%	20%	16%	14%	38%	13%	10%	8%	60%	26%	43%	58%	22%	38%

Residential Housing							
What types of residential housing does the township need?...							
Larger single family (+2,000 sq/ft)	Smaller single family (-2,000 sq/ft)	Assisted living	Independent senior housing	Townhomes	Small multiple family (duplex, triplex, quadplex)	Multiple family condominium/apartments	More housing options in general
30%	44%	28%	44%	21%	12%	14%	35%
-	20%	20%	60%	40%	40%	20%	100%
36%	50%	32%	36%	25%	32%	21%	39%
30%	61%	17%	30%	4%	-	-	30%
30%	42%	29%	47%	21%	9%	13%	32%
31%	46%	26%	46%	22%	10%	10%	31%
35%	38%	31%	46%	31%	35%	35%	77%
32%	47%	26%	41%	20%	9%	13%	32%
29%	48%	29%	33%	19%	10%	10%	19%
67%	-	33%	33%	-	-	-	-
27%	27%	45%	73%	18%	36%	36%	91%
50%	50%	-	50%	50%	-	-	-
5%	42%	42%	68%	32%	32%	16%	58%
100%	-	-	-	-	-	-	-
34%	49%	29%	43%	26%	14%	14%	51%
35%	51%	25%	32%	21%	12%	15%	25%
21%	36%	14%	43%	29%	21%	29%	57%
22%	34%	36%	65%	16%	8%	8%	38%
38%	43%	33%	38%	10%	10%	10%	48%
31%	48%	27%	44%	22%	12%	15%	35%
100%	100%	-	100%	-	-	-	-
33%	33%	67%	67%	33%	100%	33%	67%
63%	47%	5%	5%	21%	5%	5%	26%
48%	55%	23%	23%	23%	13%	23%	35%
33%	44%	31%	40%	25%	8%	12%	33%
21%	49%	24%	41%	20%	16%	17%	36%
20%	33%	36%	68%	16%	7%	9%	36%
60%	20%	-	20%	-	-	20%	60%
14%	43%	48%	57%	29%	33%	10%	62%
30%	41%	28%	49%	20%	17%	17%	41%
37%	44%	32%	46%	19%	6%	15%	22%
26%	51%	20%	35%	22%	7%	9%	33%
22%	33%	33%	61%	17%	33%	39%	72%
35%	43%	37%	45%	27%	24%	14%	47%
26%	51%	26%	44%	17%	6%	9%	33%
40%	44%	22%	36%	21%	6%	14%	18%
30%	33%	30%	51%	21%	23%	16%	56%
32%	48%	28%	40%	20%	8%	13%	29%
23%	43%	30%	58%	23%	15%	13%	30%
58%	53%	20%	15%	23%	10%	10%	23%
38%	43%	29%	33%	23%	7%	17%	28%
18%	36%	27%	55%	18%	36%	18%	55%
19%	42%	24%	53%	19%	11%	11%	39%
19%	30%	30%	63%	12%	21%	12%	42%
19%	49%	27%	52%	18%	8%	10%	38%
41%	44%	41%	41%	28%	15%	23%	26%
57%	43%	19%	24%	26%	12%	14%	26%
32%	63%	26%	26%	26%	5%	16%	37%
67%	33%	-	-	-	-	-	-
-	-	-	-	-	-	-	100%
-	-	-	-	-	-	-	-
34%	49%	27%	42%	19%	10%	13%	32%
27%	41%	29%	47%	24%	14%	14%	35%
67%	-	-	33%	-	-	67%	100%
40%	40%	-	20%	-	-	20%	20%
40%	33%	40%	53%	33%	22%	24%	51%
20%	60%	20%	20%	-	-	-	60%
29%	46%	26%	41%	19%	11%	9%	29%
18%	29%	29%	47%	24%	-	12%	59%
29%	39%	31%	51%	21%	18%	16%	39%
32%	46%	22%	36%	17%	3%	12%	29%
25%	57%	39%	46%	36%	14%	11%	39%
-	-	-	25%	50%	25%	25%	75%
19%	40%	31%	60%	26%	14%	10%	26%
-	-	-	-	-	-	-	-
44%	47%	34%	50%	16%	16%	19%	44%
25%	50%	31%	31%	25%	38%	25%	56%
38%	38%	54%	46%	38%	15%	23%	62%
17%	17%	33%	67%	8%	-	8%	25%
-	-	-	-	-	-	-	-
23%	77%	23%	38%	23%	15%	8%	23%
-	33%	33%	100%	67%	-	-	67%
27%	45%	18%	36%	18%	9%	9%	50%
30%	40%	20%	40%	-	10%	-	20%
37%	43%	25%	33%	20%	2%	12%	22%
23%	62%	23%	46%	8%	-	15%	23%
30%	42%	25%	42%	21%	16%	12%	41%
30%	46%	31%	46%	21%	8%	15%	28%

Like Best									
What three things do you like best about living in Ypsila...									
Location	Quality Township services	Quality schools	Diversity	Community history and pride	Access to basic needs (food, health services)	Recreational opportunities	Quality housing stock	Protection and access to natural resources/features	Other (please specify below)
77%	21%	7%	40%	22%	45%	14%	13%	13%	8%
60%	10%	10%	40%	30%	40%	50%	10%	10%	10%
71%	11%	11%	40%	17%	31%	9%	23%	11%	9%
78%	22%	11%	33%	22%	48%	30%	7%	30%	15%
79%	24%	5%	41%	23%	48%	12%	12%	12%	7%
77%	23%	6%	38%	20%	47%	14%	13%	14%	9%
74%	15%	15%	33%	37%	37%	22%	15%	4%	11%
76%	22%	6%	41%	23%	45%	13%	12%	13%	9%
73%	12%	12%	42%	19%	54%	27%	15%	8%	4%
100%	-	-	25%	50%	25%	-	25%	50%	-
75%	33%	17%	33%	25%	50%	17%	17%	8%	8%
100%	-	-	-	-	-	-	-	-	-
80%	20%	-	30%	20%	40%	15%	20%	20%	10%
100%	-	-	-	-	100%	-	-	-	-
85%	25%	5%	45%	33%	38%	13%	5%	10%	8%
77%	13%	9%	44%	19%	42%	14%	15%	13%	9%
58%	17%	8%	25%	17%	50%	8%	17%	33%	17%
76%	35%	4%	32%	23%	55%	17%	12%	12%	5%
73%	32%	9%	50%	27%	50%	18%	5%	9%	5%
77%	20%	7%	40%	19%	44%	14%	14%	14%	9%
100%	-	-	-	-	100%	-	-	-	-
75%	-	-	75%	50%	50%	25%	-	-	-
72%	8%	8%	32%	24%	40%	32%	12%	12%	12%
77%	6%	14%	40%	23%	40%	9%	20%	17%	14%
75%	19%	9%	47%	17%	44%	17%	11%	19%	8%
81%	19%	5%	41%	22%	42%	8%	15%	9%	9%
76%	37%	3%	35%	25%	54%	14%	10%	11%	4%
80%	20%	20%	20%	60%	40%	40%	20%	20%	-
84%	28%	16%	24%	32%	48%	16%	8%	8%	-
67%	21%	3%	32%	31%	49%	13%	8%	11%	7%
82%	17%	6%	43%	18%	46%	12%	13%	15%	9%
77%	26%	7%	50%	15%	39%	18%	18%	16%	12%
83%	11%	11%	44%	39%	44%	28%	-	11%	-
76%	20%	3%	31%	32%	54%	14%	12%	10%	7%
73%	25%	7%	41%	22%	45%	12%	15%	13%	7%
78%	18%	8%	48%	12%	39%	18%	15%	15%	13%
72%	13%	6%	45%	23%	47%	17%	9%	17%	6%
78%	20%	6%	42%	20%	46%	13%	14%	13%	10%
80%	33%	7%	29%	31%	44%	13%	13%	11%	2%
85%	11%	11%	43%	23%	34%	17%	17%	15%	11%
81%	14%	12%	45%	21%	46%	14%	12%	14%	9%
55%	27%	9%	36%	27%	64%	18%	-	18%	-
76%	27%	3%	39%	23%	45%	14%	12%	13%	8%
78%	29%	4%	37%	27%	49%	10%	8%	10%	6%
74%	27%	3%	38%	19%	46%	14%	13%	15%	7%
81%	12%	14%	47%	21%	56%	16%	9%	12%	5%
69%	11%	16%	47%	27%	36%	22%	18%	16%	11%
83%	17%	4%	39%	30%	39%	13%	22%	9%	17%
100%	-	-	25%	-	50%	-	25%	-	25%
100%	-	-	100%	-	100%	-	-	-	-
-	-	-	-	-	-	-	-	-	-
81%	25%	7%	45%	20%	45%	16%	13%	12%	7%
75%	18%	6%	38%	24%	46%	14%	14%	13%	9%
100%	50%	25%	75%	25%	25%	-	25%	25%	25%
86%	29%	-	57%	29%	43%	-	14%	29%	-
70%	21%	9%	53%	23%	26%	15%	19%	13%	11%
100%	-	20%	80%	-	20%	40%	-	-	20%
77%	21%	6%	37%	24%	49%	15%	11%	13%	8%
89%	-	11%	39%	11%	56%	22%	6%	11%	11%
84%	25%	4%	37%	29%	48%	10%	7%	9%	9%
71%	17%	10%	48%	12%	43%	18%	20%	20%	8%
72%	24%	7%	24%	34%	38%	21%	10%	7%	3%
100%	-	-	33%	-	67%	-	33%	-	-
87%	21%	4%	40%	15%	60%	15%	4%	11%	2%
-	-	-	-	-	-	-	-	-	-
79%	26%	3%	38%	47%	35%	9%	6%	9%	15%
69%	38%	6%	31%	44%	44%	-	6%	-	13%
69%	23%	8%	31%	46%	38%	15%	-	8%	-
93%	36%	-	29%	36%	36%	7%	7%	14%	7%
-	-	-	-	-	-	-	-	-	-
79%	14%	-	36%	36%	36%	21%	21%	-	-
67%	67%	33%	-	33%	-	33%	-	33%	33%
70%	13%	10%	40%	13%	37%	20%	23%	27%	10%
90%	20%	-	10%	-	70%	20%	10%	20%	30%
69%	23%	8%	51%	7%	51%	17%	23%	20%	4%
75%	6%	19%	50%	38%	25%	6%	6%	13%	13%
74%	23%	8%	35%	24%	46%	14%	17%	17%	12%
80%	20%	6%	45%	21%	45%	15%	9%	10%	4%

Preferred Changes						
Which three things would you like to see change about Yps...						
More diversified housing stock	Housing affordability	Quality of schools	Better township services	Access to employment opportunities	Access to basic needs (food, health services)	Other (please specify below)
14%	31%	66%	23%	44%	28%	16%
-	50%	75%	25%	25%	38%	-
18%	45%	64%	21%	52%	33%	15%
14%	32%	59%	18%	27%	36%	27%
14%	27%	67%	24%	46%	25%	15%
14%	24%	65%	24%	44%	30%	18%
14%	86%	64%	25%	46%	36%	4%
14%	25%	67%	22%	44%	27%	18%
9%	32%	86%	36%	50%	18%	18%
-	25%	50%	25%	50%	25%	25%
8%	92%	58%	25%	42%	42%	-
-	50%	50%	-	-	50%	-
33%	56%	56%	22%	50%	33%	-
-	-	100%	-	100%	-	-
23%	30%	75%	23%	43%	23%	10%
11%	20%	68%	21%	45%	25%	19%
7%	43%	64%	29%	57%	29%	14%
16%	47%	58%	25%	41%	36%	13%
17%	30%	78%	17%	48%	17%	9%
14%	29%	65%	24%	46%	29%	17%
-	-	100%	-	100%	100%	-
25%	75%	75%	-	25%	25%	-
9%	32%	77%	18%	41%	27%	18%
9%	26%	65%	21%	44%	21%	26%
12%	15%	73%	25%	42%	20%	20%
14%	33%	70%	30%	50%	29%	13%
17%	42%	54%	17%	42%	35%	10%
-	50%	25%	75%	75%	100%	-
13%	58%	63%	21%	46%	38%	8%
17%	40%	67%	23%	51%	30%	10%
15%	23%	67%	16%	43%	22%	17%
10%	22%	68%	30%	36%	26%	22%
15%	60%	70%	35%	40%	45%	5%
12%	46%	65%	15%	46%	38%	12%
14%	26%	65%	24%	52%	24%	19%
13%	14%	71%	23%	39%	21%	19%
20%	44%	60%	22%	49%	31%	11%
12%	27%	69%	24%	44%	25%	19%
12%	34%	63%	12%	44%	34%	5%
6%	23%	77%	19%	42%	25%	17%
14%	24%	67%	21%	47%	20%	20%
17%	50%	83%	25%	58%	33%	-
17%	31%	62%	24%	45%	29%	14%
17%	28%	53%	19%	40%	36%	13%
14%	37%	65%	28%	41%	28%	16%
16%	28%	77%	23%	47%	28%	21%
11%	18%	77%	27%	48%	20%	16%
8%	38%	63%	4%	54%	29%	17%
-	50%	50%	-	50%	-	-
-	100%	100%	100%	-	-	-
-	-	-	-	-	-	-
14%	25%	65%	27%	45%	25%	17%
13%	34%	68%	20%	43%	30%	15%
25%	25%	75%	50%	25%	25%	25%
38%	25%	50%	38%	13%	38%	13%
19%	42%	60%	30%	58%	42%	12%
25%	25%	100%	50%	50%	25%	25%
11%	27%	68%	21%	42%	27%	17%
19%	44%	69%	31%	38%	6%	13%
12%	39%	75%	22%	47%	27%	15%
14%	21%	63%	24%	38%	24%	18%
23%	38%	42%	19%	65%	50%	8%
-	100%	100%	100%	-	-	-
15%	45%	73%	15%	33%	20%	8%
-	-	-	-	-	-	-
6%	44%	76%	18%	65%	35%	12%
13%	20%	93%	20%	60%	27%	27%
25%	58%	33%	17%	58%	50%	-
-	7%	57%	29%	36%	50%	14%
-	-	-	-	-	-	-
23%	23%	62%	23%	54%	38%	31%
-	-	50%	50%	100%	50%	-
28%	28%	60%	16%	56%	32%	12%
22%	33%	67%	44%	67%	11%	22%
10%	15%	64%	22%	34%	18%	21%
7%	33%	53%	33%	27%	40%	20%
16%	34%	64%	27%	52%	31%	15%
12%	28%	68%	19%	36%	25%	16%



Who Responded		2009 Response	
%	Count	%	Change
Valid	Valid	Valid	Valid
100%	306	100%	
3%	10	1%	2%
11%	35	13%	-2%
10%	31	13%	-3%
74%	225	73%	1%
69%	210	89%	-20%
10%	32	9%	1%
75%	228		
9%	29		
1%	4		
4%	13		
1%	2		
7%	21		
1%	2		
14%	43	19%	-5%
52%	158	38%	14%
5%	14	23%	-18%
29%	88	19%	10%
8%	23		8%
77%	236		
0%	1		
1%	4	2%	-1%
9%	27	5%	4%
13%	39	15%	-2%
22%	67	20%	2%
26%	81	22%	4%
26%	81	36%	-10%
2%	5	3%	-1%
10%	30	14%	-4%
26%	80	30%	-4%
35%	107	28%	7%
25%	77	24%	1%
8%	23	12%	-4%
20%	61	27%	-7%
37%	112	38%	-1%
29%	88	16%	13%
17%	52	12%	5%
63%	194	68%	-5%
15%	47	18%	-3%
17%	53	15%	2%
27%	84	23%	4%
4%	12	7%	-3%
47%	145	58%	-11%
18%	54		
38%	116		
16%	49		
16%	49		
8%	24		
1%	4		
0%	1		
-	-		
39%	119	42%	-3%
54%	165	57%	-3%
1%	4	1%	0%
3%	8	2%	1%
16%	49	15%	1%
2%	5	1%	1%
74%	225	77%	-3%
6%	18	2%	4%
45%	139		
44%	134		
10%	30		
1%	4		
16%	48		
-	-		
12%	38		
6%	17		
4%	13		
5%	14		
-	-		
5%	15		
1%	4		
10%	31		
4%	11		
25%	78		
6%	19		
50%	154		
50%	152		

2018 Ypsilanti Charter Township Community Engagement for Planning  Non-random Sample Results		Satisfaction Questions						
		Satisfaction with Township Services/Attributes (10 is perfect score)						
		School district meeting the needs of the community	Preparation of students for solid careers	Preparation of students for college	Road maintenance	Amount of traffic congestion on the roads	Public transportation options	Accommodation for bicycle and foot traffic
<b>2018 Scores</b>		<b>5.3</b>	<b>5.0</b>	<b>5.0</b>	<b>5.8</b>	<b>5.7</b>	<b>6.0</b>	<b>5.1</b>
<b>2009 Scores</b>		<b>5.6</b>	<b>5.2</b>	<b>5.2</b>	<b>5.2</b>	<b>6.1</b>	<b>4.8</b>	<b>6.8</b>
Residency	One year or less	7.3	6.0	7.7	6.4	6.9	6.3	4.9
	1-5 years	5.5	4.8	4.8	6.0	6.5	5.9	5.1
	6-10 years	5.4	4.7	5.5	5.9	5.7	5.9	4.8
	More than 10 years	5.2	5.1	4.9	5.6	5.4	6.0	5.2
Own/Rent	Own	5.8	5.3	5.4	6.0	5.9	6.0	5.2
	Rent/Lease	3.5	3.8	4.0	2.9	4.1	3.7	3.1
Residence Type	Single family (less than 1 acre lot)	5.1	4.7	4.7	5.7	5.8	6.1	5.1
	Single family (1-5 acre lot)	5.7	5.8	5.9	6.0	5.6	5.6	4.9
	Single family (5+ acre lot)	8.0	7.0	5.7	6.3	5.0	5.7	6.0
	Apartment	2.0	2.0	2.0	2.0	1.0	4.0	2.5
	Manufactured home	7.0	6.0	6.0	5.7	5.3	6.0	6.7
	Multifamily	6.4	6.0	7.1	6.3	6.6	6.0	5.5
Employment Location	Other	6.0	4.0	6.0	4.0	5.0	5.0	4.0
	Yes	4.9	4.7	4.8	5.0	6.0	5.5	4.1
	No, a different community	5.3	5.1	4.9	6.0	5.7	5.9	5.2
	I am unemployed	6.0	5.5	5.5	6.5	7.0	8.0	8.0
Own/Manage Business	I am retired	5.7	5.0	5.5	5.8	5.4	6.3	5.5
	Yes	5.4	4.1	5.2	5.9	6.0	6.8	5.9
Age	No	5.5	5.2	5.2	5.9	5.9	6.0	5.1
	Under 18	-	-	-	-	-	-	-
Education	18 to 24	-	-	-	2.0	2.5	7.0	3.5
	25 to 34	4.9	4.4	4.1	4.9	5.6	4.6	4.2
	35 to 44	5.3	4.7	5.0	6.1	6.2	5.9	5.5
	45 to 54	5.2	5.3	5.0	5.5	5.7	5.6	4.3
	55 to 64	5.2	5.1	5.1	6.2	5.5	6.1	5.5
	65 or over	5.9	5.1	5.6	5.6	5.5	6.6	5.2
Household Income	Some high school or less	-	-	-	-	-	-	-
	High school graduate	5.0	4.1	5.0	6.0	6.3	7.1	5.8
	Some college	5.1	4.7	4.7	5.3	5.3	6.5	5.4
	College graduate	5.4	5.1	5.2	5.9	5.7	5.8	5.1
	Graduate degree(s)	5.6	5.4	5.2	5.9	6.0	5.7	4.9
Marital Status	\$25,000 or less	3.8	3.3	3.0	3.0	4.1	4.8	4.3
	\$25,001 to \$50,000	4.7	4.1	4.2	5.2	4.8	6.4	5.0
	\$50,001 to \$100,000	5.7	5.3	5.6	6.1	5.8	6.0	5.1
	Over \$100,000	5.5	5.3	5.0	6.0	6.1	5.9	5.2
Household Members	Single	4.4	4.6	4.3	5.8	5.8	5.2	4.8
	Married/living with partner	5.4	5.0	5.0	5.7	5.7	6.1	5.1
	Widowed/separated/ divorced	6.6	6.0	6.9	6.0	5.2	6.2	4.9
Number in Household	Child(ren) age 12 or under	5.1	4.6	4.5	5.6	5.7	5.6	5.0
	Child(ren) over age 12	5.0	5.0	4.9	5.4	5.6	5.6	4.5
	Parent age 65 or older	4.0	4.5	4.3	3.9	3.9	2.3	3.7
	None of these	5.5	5.1	5.4	5.8	5.7	6.2	5.1
Gender	1	5.9	5.6	5.6	6.0	5.6	6.1	5.1
	2	5.3	4.9	5.1	5.7	6.0	6.2	5.4
	3	4.7	4.8	4.6	5.2	4.8	5.2	4.2
	4	5.3	4.8	4.5	5.7	5.8	5.9	5.3
	5	6.3	6.1	6.4	6.9	6.4	6.3	4.4
	6	5.0	5.0	5.0	5.3	5.5	6.0	6.3
	7	4.5	4.5	5.0	3.5	6.5	5.0	5.0
	8 or more	-	-	-	-	-	-	-
Ethnicity	Male	5.7	5.0	5.2	5.5	6.0	6.2	5.6
	Female	5.3	5.2	5.1	6.0	5.5	5.8	4.8
	American Indian/Alaska Native/Hawaiian	8.0	8.0	8.0	7.5	7.0	7.5	7.0
	Asian	3.5	3.5	3.5	5.7	6.3	3.5	4.3
	Black/African American	5.4	5.1	5.5	5.7	4.7	6.4	4.8
Ethnicity	Hispanic/Latino	5.8	5.0	4.8	5.3	6.1	5.4	4.5
	White/Caucasian	5.5	5.2	5.2	5.8	5.9	5.9	5.0
	Other	3.6	3.6	2.5	6.2	4.8	5.5	6.2

Garbage collection service	Brush and leaf disposal	Recycling service	Amount and quality of services you receive for the local taxes you pay	Communication on how tax dollars are used	Shopping convenience for everyday items	Shopping convenience for major/specialty items	Sufficient choices for most of your shopping needs	Area restaurant choices	Communicating effectively with the community	Encouraging citizen ideas and involvement	Openness to resident questions or concerns	Enforcing appearance/safety codes for business properties
8.1	8.0	7.4	6.6	5.4	6.6	5.0	5.7	5.2	6.4	6.1	6.8	6.4
8.4	8.1	8.4			7.6	6.7	7.0		7.0	6.0		5.9
7.6	7.8	7.6	6.0	5.4	6.3	5.1	5.6	5.8	7.3	7.0	7.6	6.0
7.4	7.5	6.7	6.3	5.4	6.1	4.9	5.2	5.0	6.4	6.1	6.9	6.8
8.6	8.3	7.9	6.5	5.0	6.3	5.0	5.7	5.3	6.4	6.4	6.7	6.7
8.2	8.1	7.4	6.7	5.6	6.9	5.1	5.8	5.2	6.4	6.0	6.8	6.3
8.1	8.0	7.5	6.7	5.6	6.5	5.1	5.7	5.3	6.7	6.5	7.1	6.7
7.6	6.0	5.7	2.5	2.7	5.9	4.0	5.9	4.1	3.5	3.7	4.6	5.6
7.9	7.9	7.3	6.6	5.5	6.5	5.0	5.6	5.1	6.6	6.3	7.0	6.5
8.8	8.3	7.6	6.3	4.5	7.0	4.9	5.6	5.0	5.6	5.0	6.0	6.4
8.3	9.0	7.5	6.3	5.8	5.3	3.5	4.3	4.8	4.8	5.0	4.3	5.3
8.5	6.0	5.5	4.0	4.0	6.5	3.5	6.5	3.5	5.0	5.0	4.5	4.0
7.3	8.0	2.0	-	6.0	6.0	5.3	6.7	6.3	6.3	6.7	7.0	6.5
9.2	9.1	8.7	7.4	7.2	7.7	6.4	6.9	6.9	7.3	6.6	7.6	7.0
8.0	7.0	7.0	5.0	4.0	7.0	5.0	7.0	4.0	4.0	4.0	-	-
8.1	8.3	7.0	6.7	5.3	6.5	4.5	5.4	4.6	6.4	6.1	6.9	5.6
8.0	7.9	7.4	6.4	5.1	6.7	5.0	5.8	5.3	6.3	5.9	6.7	6.5
8.3	7.5	6.7	5.0	4.7	8.0	7.7	6.0	5.3	3.5	3.5	3.5	7.0
8.2	8.1	7.6	7.1	6.6	6.6	5.2	5.6	5.3	6.9	6.8	7.0	6.8
9.1	9.0	8.1	7.2	6.8	7.0	6.8	6.7	6.5	7.8	7.6	8.2	7.8
8.1	8.0	7.4	6.6	5.4	6.7	4.9	5.7	5.2	6.4	6.2	6.9	6.4
-	-	-	-	-	-	-	-	-	-	-	-	-
8.0	-	8.0	-	-	6.5	4.5	6.5	4.0	5.0	5.0	5.0	8.0
7.5	7.3	6.3	4.4	3.9	6.0	4.1	4.9	4.2	4.5	4.7	5.5	5.2
7.9	7.9	7.2	6.3	4.8	6.3	4.8	5.5	5.1	6.3	6.2	6.6	6.7
8.1	8.0	7.3	6.6	5.1	6.7	4.8	5.8	5.2	6.2	5.6	7.0	5.8
8.4	8.1	7.5	7.0	5.8	7.1	5.4	6.1	5.7	6.8	6.8	7.3	6.8
8.4	8.3	8.0	7.1	6.5	6.7	5.4	5.7	5.3	7.0	6.5	7.0	7.0
-	-	-	-	-	-	-	-	-	-	-	-	-
7.5	8.0	6.6	6.4	4.6	5.6	4.9	4.9	4.1	6.7	7.0	6.9	6.7
8.2	8.3	7.0	6.6	5.7	6.7	5.2	5.9	5.4	6.4	6.2	6.6	6.6
8.1	7.9	7.7	6.4	5.3	6.6	5.0	5.8	5.1	6.3	6.0	6.6	6.1
8.3	7.9	7.5	6.8	5.5	6.9	5.1	5.7	5.4	6.5	6.2	7.2	6.7
8.3	7.3	7.0	6.0	5.0	5.6	4.4	5.9	5.2	5.6	5.3	5.8	5.4
8.0	8.3	6.8	6.6	5.7	6.3	4.9	5.2	4.6	6.9	6.6	7.2	6.7
8.5	8.2	7.5	6.7	5.4	7.2	5.4	6.1	5.6	6.2	6.1	6.7	6.5
7.9	7.8	7.5	6.4	5.3	6.6	4.9	5.7	5.1	6.4	6.0	6.8	6.3
7.7	7.9	6.5	6.3	4.6	6.4	5.1	5.9	5.2	5.2	5.4	5.9	6.4
8.1	8.0	7.4	6.7	5.4	6.7	5.0	5.7	5.2	6.5	6.3	6.9	6.4
8.4	8.2	8.0	6.5	6.1	6.3	4.8	5.3	5.4	7.4	6.8	7.4	6.9
7.9	7.7	7.1	6.1	4.8	6.8	4.7	5.7	5.3	6.2	5.9	6.3	6.4
8.4	8.5	7.7	7.2	5.2	7.5	5.3	6.5	5.5	6.4	5.9	7.1	6.1
7.4	7.4	7.0	5.0	4.4	6.3	5.7	6.0	5.3	4.9	4.9	5.9	4.7
8.1	8.1	7.3	6.5	5.6	6.5	5.2	5.7	5.2	6.6	6.3	7.0	6.9
8.3	7.9	7.6	6.5	5.7	6.4	4.8	5.6	5.1	6.5	6.3	6.8	6.7
8.0	8.0	7.3	6.5	5.3	6.3	5.1	5.6	5.3	6.5	6.3	6.9	6.7
8.0	8.0	8.0	6.7	5.4	6.7	5.0	5.8	4.8	6.3	6.3	6.9	6.4
7.8	7.5	7.6	6.2	5.2	6.8	4.4	5.1	4.7	6.1	5.8	6.3	6.0
9.1	9.4	6.8	8.0	5.5	8.0	5.1	6.3	5.2	6.6	6.0	7.5	5.6
8.0	8.0	6.3	7.0	4.8	8.3	6.0	7.8	7.8	5.8	6.0	7.0	6.0
7.7	5.0	6.0	4.5	3.7	7.7	7.0	7.7	6.3	3.3	3.3	3.3	6.0
-	-	-	-	-	-	-	-	-	-	-	-	-
8.0	7.8	7.2	6.3	5.2	6.3	4.9	5.6	5.3	6.3	6.0	6.5	6.4
8.3	8.2	7.6	6.8	5.6	6.9	5.1	5.8	5.3	6.7	6.5	7.2	6.6
10.0	7.5	6.0	7.0	4.0	8.0	8.0	5.5	6.0	8.0	8.0	8.0	-
8.0	8.0	8.0	6.3	2.5	4.3	3.0	3.3	3.7	7.3	6.7	7.0	8.0
7.8	7.6	6.9	6.9	6.0	6.8	5.7	6.1	5.1	6.9	6.8	7.1	6.3
8.6	8.5	7.0	6.9	5.2	7.6	7.7	6.7	5.4	5.9	5.0	5.8	6.8
8.1	8.0	7.3	6.6	5.4	6.6	4.9	5.7	5.3	6.4	6.1	6.8	6.5
8.8	8.8	8.8	5.4	3.8	6.2	4.5	4.8	5.2	6.0	6.5	7.0	5.3

Enforcing appearance/safety codes for residential properties	Level of professionalism of local staff	The follow-up provided by local staff	The ease of getting your question answered	Range of cultural offerings	Strong and vibrant arts community	Activities that interest you	Cost-of-living	Quality of jobs	Affordability of housing	Availability of jobs	Stability of property values	Strength of local economy
6.4	7.9	7.5	7.3	5.4	5.0	5.1	6.7	5.5	6.5	5.4	6.5	6.3
4.9				6.3	5.7		5.5	4.1	5.6			
6.8	8.1	8.4	8.1	5.9	7.0	6.6	7.3	6.0	7.5	6.2	7.8	6.6
6.6	8.0	7.9	7.6	5.0	5.0	5.1	7.0	5.4	7.0	5.5	6.4	6.7
6.6	7.6	6.8	7.1	5.2	4.9	5.2	6.5	5.5	6.3	5.4	6.9	6.2
6.2	8.0	7.6	7.3	5.5	4.9	4.9	6.6	5.4	6.4	5.4	6.3	6.2
6.6	8.1	7.6	7.5	5.6	5.1	5.2	6.9	5.5	6.8	5.5	6.7	6.5
5.8	4.3	3.6	3.8	3.6	3.8	3.8	4.4	3.6	4.3	3.7	4.0	3.1
6.4	8.0	7.6	7.4	5.4	5.0	5.0	6.7	5.4	6.5	5.4	6.5	6.3
6.6	7.4	6.8	6.6	4.8	4.6	5.0	6.6	5.5	6.3	5.5	6.8	6.2
5.3	6.7	6.8	5.8	5.3	4.8	5.5	6.5	6.3	6.0	5.8	6.5	6.5
5.0	6.0	3.0	3.0	4.0	3.0	7.0	4.0	3.0	4.0	4.5	4.0	1.5
6.0	7.3	8.0	8.0	6.5	5.5	4.3	6.7	6.5	6.7	6.5	6.5	6.0
7.3	8.5	8.8	8.7	5.9	5.8	6.1	7.7	6.1	8.2	6.4	6.7	6.9
5.0	8.0	6.0	7.0	-	-	3.0	-	-	-	-	4.0	7.0
5.9	8.3	8.0	7.8	4.9	4.4	4.5	6.6	5.4	5.9	5.2	6.3	6.2
6.5	7.7	7.3	7.1	5.5	5.2	5.2	6.8	5.4	6.6	5.3	6.5	6.1
6.0	8.0	-	5.0	6.0	6.0	6.0	5.3	4.7	5.0	4.7	5.7	5.7
6.4	8.1	7.7	7.6	5.6	5.0	5.1	6.7	5.9	6.9	6.1	6.4	6.7
7.7	9.2	8.7	8.5	6.8	6.2	5.9	7.2	6.7	7.4	6.7	7.4	7.7
6.4	7.9	7.6	7.4	5.3	5.0	5.0	6.7	5.4	6.6	5.4	6.5	6.2
-	-	-	-	-	-	-	-	-	-	-	-	-
7.0	5.0	5.0	5.0	4.0	4.0	5.0	5.5	3.5	5.5	4.0	5.0	3.0
5.3	7.0	6.3	5.9	4.1	4.2	3.8	6.5	4.9	6.5	4.8	5.8	5.3
6.8	7.5	7.1	7.1	5.7	5.5	5.5	6.6	5.6	6.8	5.5	6.5	6.4
6.3	7.9	7.6	7.3	4.9	4.7	4.7	6.9	4.8	6.2	4.7	6.8	6.2
6.1	8.2	7.8	7.9	5.9	5.2	5.1	6.8	5.8	6.4	5.5	6.5	6.2
6.6	8.3	8.0	7.8	5.4	5.0	5.3	6.7	6.0	6.8	6.6	6.6	6.8
-	-	-	-	-	-	-	-	-	-	-	-	-
6.0	7.7	7.3	7.3	5.0	4.7	4.3	6.7	4.7	6.7	5.7	6.1	6.3
6.5	8.0	7.5	7.2	5.7	4.9	5.4	6.4	5.8	6.5	6.0	6.5	6.5
6.2	7.5	7.2	7.2	5.2	5.1	4.9	6.5	5.2	6.1	4.9	6.4	5.9
6.7	8.3	7.9	7.7	5.5	5.2	5.3	7.1	5.8	7.1	5.8	6.7	6.5
6.6	7.0	6.2	6.3	6.3	6.2	5.1	4.9	3.9	4.9	4.0	5.1	4.3
6.4	8.0	6.8	7.4	4.9	4.6	4.8	6.4	5.0	6.0	5.3	5.9	6.1
6.2	7.9	7.6	7.4	5.5	4.9	5.1	6.8	5.9	6.5	5.9	6.8	6.5
6.5	8.0	7.8	7.4	5.4	5.1	5.1	7.0	5.5	6.9	5.3	6.6	6.2
6.1	6.7	6.3	6.5	5.4	5.3	5.0	6.6	4.8	6.4	5.1	6.3	5.9
6.2	8.0	7.7	7.5	5.5	4.9	5.0	6.7	5.6	6.6	5.6	6.6	6.3
7.2	8.5	7.8	7.9	5.2	5.0	5.3	6.8	5.5	6.3	5.3	6.1	6.3
6.6	7.8	7.1	7.2	5.4	4.8	5.2	6.6	5.4	6.6	5.2	6.2	6.1
6.1	7.9	7.4	7.7	5.5	4.9	5.0	7.2	5.9	6.6	5.6	6.8	6.9
5.1	7.7	6.8	6.0	4.8	4.6	4.3	5.0	4.3	5.0	4.1	5.7	4.9
6.6	7.9	7.6	7.4	5.4	5.1	5.1	6.7	5.5	6.6	5.7	6.6	6.3
6.5	7.7	7.3	7.3	5.7	5.4	5.5	7.0	5.7	6.9	5.8	6.3	6.4
6.4	7.8	7.6	7.4	5.3	5.0	4.8	6.5	5.3	6.3	5.5	6.5	5.9
6.3	8.1	7.1	7.0	5.4	4.7	5.0	6.7	5.3	6.7	5.3	6.5	6.2
5.7	7.9	7.5	7.4	5.0	4.3	4.5	7.1	5.3	7.0	5.3	6.5	6.5
6.5	8.8	8.5	8.5	5.3	4.8	6.3	7.7	6.7	6.3	6.4	7.3	7.2
6.8	7.0	6.7	7.0	6.8	6.8	5.5	7.3	6.3	7.3	5.0	7.0	7.0
5.5	5.0	3.0	3.5	6.5	6.0	5.0	4.0	4.7	4.3	4.3	5.3	5.3
-	-	-	-	-	-	-	-	-	-	-	-	-
6.3	7.8	7.6	7.3	5.3	4.9	5.0	6.7	5.5	6.7	5.7	6.5	6.5
6.5	8.0	7.4	7.5	5.6	5.2	5.1	6.9	5.7	6.6	5.6	6.7	6.3
7.0	5.0	5.0	1.0	6.0	6.0	6.0	5.0	4.0	2.0	4.0	6.0	5.0
8.0	8.5	7.5	8.5	5.0	5.5	7.0	8.0	5.3	7.5	5.0	7.3	6.7
6.5	8.1	6.7	7.1	5.3	5.2	5.7	6.4	5.7	5.5	5.2	6.3	6.1
6.8	9.2	9.0	9.0	4.3	4.1	5.0	7.3	5.8	8.4	5.8	7.0	6.9
6.3	7.9	7.5	7.4	5.4	5.1	5.0	6.9	5.5	6.7	5.6	6.6	6.3
6.8	7.5	7.5	7.0	7.4	5.2	4.4	5.3	5.4	5.2	5.2	5.3	5.8



Facilities meet your needs	Facility maintenance	Quality of recreational programs	Variety of recreational programs	Ypsilanti Charter Township overall satisfaction	Your local school district satisfaction	Washtenaw County government satisfaction	State of Michigan government satisfaction	A safe place to live	Enjoyable place for children	Enjoyable place for young adults (under 40)	Enjoyable place for senior citizens (over 64)	Enjoyable place for people to visit
6.7	6.9	6.6	6.4	7.5	5.2	6.4	5.5	6.7	6.7	6.3	6.8	6.0
7.6	7.6	7.4	7.3	6.8				6.2	6.5	6.1	6.5	
7.3	7.8	7.4	7.4	8.0	6.0	6.3	6.9	6.8	6.7	6.4	8.0	6.3
6.6	7.1	6.4	6.0	7.8	5.6	7.1	5.6	7.1	7.0	6.7	7.5	6.2
7.1	7.3	7.2	7.3	7.2	5.4	6.5	5.3	7.2	6.9	6.7	7.5	6.5
6.6	6.7	6.5	6.3	7.6	5.0	6.2	5.4	6.5	6.6	6.1	6.4	5.8
6.9	7.1	6.8	6.7	7.6	5.3	6.7	5.6	6.9	7.0	6.7	7.0	6.2
4.4	5.3	4.8	4.4	5.3	6.0	5.0	4.4	3.7	3.6	3.3	4.9	2.4
6.8	6.9	6.6	6.4	7.6	4.9	6.6	5.5	6.7	6.8	6.4	6.8	6.1
6.3	6.9	6.4	6.3	7.2	5.7	5.2	5.0	6.9	7.2	6.2	6.7	5.7
6.3	6.5	6.3	6.5	5.8	6.0	5.8	5.8	7.8	6.7	7.3	7.3	6.5
5.0	4.0	6.0	5.0	4.0	3.0	2.0	3.0	2.5	4.0	3.5	4.5	1.5
5.0	7.0	6.0	5.0	8.7	8.0	7.5	7.3	5.7	5.5	5.5	5.7	5.7
8.3	8.4	8.2	8.4	8.9	7.0	8.4	6.6	7.3	6.6	6.5	8.3	7.1
-	-	-	-	8.0	8.0	5.0	4.0	5.0	6.0	5.0	5.0	6.0
6.2	6.7	6.0	5.6	8.1	5.2	6.3	5.2	6.7	6.4	5.3	6.3	5.7
6.8	7.0	6.6	6.6	7.3	4.8	6.3	5.5	6.6	6.8	6.4	6.9	5.9
5.7	5.7	6.0	6.0	7.5	6.5	5.5	6.0	6.7	7.0	6.7	6.7	6.0
6.9	6.8	6.9	6.7	7.8	5.8	6.8	5.4	7.0	6.6	6.5	6.9	6.6
7.4	7.7	6.7	6.6	8.2	4.8	7.3	5.2	6.8	7.2	7.2	7.1	6.6
6.8	7.0	6.7	6.5	7.6	5.3	6.5	5.6	6.8	6.8	6.4	6.9	6.1
-	-	-	-	-	-	-	-	-	-	-	-	-
6.0	6.0	6.0	6.0	5.0	5.0	2.5	3.0	4.0	5.0	4.5	5.5	2.5
5.3	5.3	5.1	5.2	6.9	3.6	6.0	4.8	6.6	6.2	5.6	6.5	5.4
6.8	7.2	7.0	6.7	7.1	5.0	6.5	5.6	6.6	6.6	6.5	6.8	5.9
6.8	6.9	6.2	6.0	7.3	5.4	6.0	5.4	6.8	7.0	6.0	6.7	5.7
6.8	7.0	6.7	6.6	7.9	5.3	6.5	5.4	6.6	6.9	6.5	6.6	6.3
7.3	7.3	7.3	7.0	8.0	5.9	7.1	5.7	7.1	6.8	6.7	7.2	6.6
-	-	-	-	-	-	-	-	-	-	-	-	-
6.7	6.3	6.6	6.1	7.8	4.6	6.3	5.5	6.1	5.9	6.1	6.7	5.5
7.1	7.1	6.8	6.8	7.4	5.5	6.6	5.3	6.9	6.9	6.9	7.1	6.4
6.1	6.5	6.1	6.2	7.3	5.0	6.3	5.7	6.5	6.5	6.0	6.3	5.5
7.3	7.5	7.1	6.6	7.9	5.5	6.5	5.3	7.0	7.2	6.5	7.2	6.6
5.7	5.5	5.2	5.0	7.1	5.8	5.6	4.6	5.1	3.7	4.6	5.0	4.0
5.9	6.0	6.1	5.5	7.4	4.8	6.4	3.9	6.3	6.3	6.1	6.1	5.6
6.7	6.9	6.6	6.8	7.7	5.4	6.6	5.7	7.2	7.2	6.8	7.2	6.5
7.2	7.5	7.1	6.9	7.4	5.1	6.3	5.8	6.6	6.8	6.2	7.0	5.8
6.2	6.5	6.4	5.9	7.0	5.3	6.3	4.8	6.4	6.1	6.0	6.4	5.7
6.8	7.0	6.6	6.5	7.6	5.0	6.4	5.4	6.9	6.9	6.3	6.9	6.0
6.7	6.8	6.6	6.7	7.9	7.0	7.3	5.8	6.7	6.5	6.6	6.8	6.4
6.7	7.0	6.8	6.6	7.1	4.8	5.8	5.7	6.6	6.8	6.5	6.6	5.9
7.0	7.1	6.9	6.8	7.6	5.4	6.2	5.9	7.0	7.2	6.3	6.9	6.1
5.0	5.6	5.0	5.6	6.7	3.5	4.7	5.5	4.7	5.3	4.4	4.3	4.0
6.7	6.9	6.5	6.4	7.6	5.4	6.7	5.4	6.8	6.7	6.4	7.0	6.2
7.0	6.9	6.5	6.5	7.8	6.3	7.1	5.6	6.8	6.6	6.6	6.7	6.2
6.7	7.0	6.4	6.3	7.4	4.9	6.4	5.1	6.7	6.6	6.2	6.9	6.0
6.5	6.8	6.6	6.3	7.7	5.2	6.5	5.6	6.6	7.0	6.5	6.7	5.9
6.8	7.0	6.7	6.3	7.2	4.3	6.4	6.0	6.8	6.6	6.3	6.9	5.7
6.5	6.8	7.0	6.9	7.7	6.6	5.1	5.2	7.7	7.6	5.8	6.6	6.4
7.3	7.0	6.5	7.3	7.3	5.5	5.5	6.3	7.3	7.8	7.8	7.0	6.3
5.7	5.7	6.0	6.0	6.7	6.5	4.0	6.5	5.7	6.3	6.0	6.0	5.7
-	-	-	-	-	-	-	-	-	-	-	-	-
6.9	7.0	6.5	6.3	7.4	5.2	6.3	5.3	6.9	6.7	6.3	7.0	6.0
6.9	7.1	6.9	6.8	7.8	5.4	6.8	5.7	6.7	6.9	6.5	6.8	6.2
6.0	3.0	5.5	6.5	4.0	9.0	6.5	2.5	7.5	5.0	7.5	5.0	7.0
8.5	8.5	8.0	8.0	8.3	3.0	1.5	6.3	6.7	7.7	7.3	8.0	7.0
6.5	6.9	6.6	6.8	7.9	5.6	7.1	6.4	7.3	6.9	6.2	7.1	6.1
8.8	8.4	8.6	8.6	9.0	5.7	9.2	8.4	8.4	8.0	8.0	8.3	7.6
6.7	6.9	6.6	6.4	7.5	5.3	6.4	5.3	6.7	6.8	6.4	6.7	6.0
6.2	7.0	6.0	5.8	6.2	3.5	5.7	4.8	6.2	6.4	5.6	7.0	5.0

Physically attractive/great curb appeal	A great place for families	A great place to have a business	Growing responsibly	A safe place to bike and walk	A safe place to walk at night	A perfect community for me	Recommend the Township as a place to live	Remain living in the Township five years from now	Be a community volunteer	Encourage someone to start a business in the Township	Support the current Township government administration
5.7	6.7	6.1	6.4	5.3	4.5	6.3	6.8	7.5	6.3	6.0	7.1
6.1		5.3	6.0				6.2	7.0	5.3	5.2	6.5
6.3	7.6	5.8	6.1	5.2	4.6	5.6	7.1	7.0	7.6	6.0	7.5
6.2	7.0	6.3	6.7	5.3	4.5	6.8	7.5	7.7	6.4	6.0	7.2
6.3	6.9	6.4	6.6	5.7	5.4	6.7	7.2	7.8	6.4	6.2	7.3
5.4	6.5	6.0	6.3	5.2	4.3	6.1	6.6	7.5	6.1	6.0	7.1
6.0	6.9	6.3	6.6	5.5	4.8	6.6	7.1	7.7	6.3	6.1	7.2
3.0	2.7	3.0	2.4	2.0	1.8	1.7	3.7	3.3	6.0	4.6	5.2
5.7	6.7	6.2	6.6	5.4	4.8	6.3	6.9	7.5	6.1	5.9	7.1
5.5	6.6	6.2	6.0	4.9	4.2	6.1	6.9	7.8	7.0	6.7	6.8
6.8	6.8	8.0	5.5	5.8	4.3	7.3	7.3	7.5	7.0	6.0	5
1.0	1.0	1.0	1.5	1.5	1.0	1.5	1.5	1.0	7.0	2.5	4
5.7	5.0	6.0	5.7	5.0	3.0	4.7	5.7	7.7	7.5	7.5	7.7
6.7	7.7	6.0	6.8	6.3	3.5	6.8	7.7	8.5	7.2	7.1	8.7
5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	10.0	1.0	5.0	8
4.7	5.8	5.9	5.8	4.0	3.3	5.5	6.5	7.2	6.6	6.3	7.7
5.7	6.7	6.1	6.5	5.5	4.9	6.3	6.8	7.2	6.5	6.0	7
5.7	6.3	5.3	5.3	5.3	4.0	5.7	6.0	6.7	5.0	5.0	4.3
6.3	7.0	6.6	6.5	5.5	4.4	6.6	7.0	8.5	5.5	5.9	7.2
6.0	6.6	6.5	6.9	5.6	4.3	6.8	7.3	7.3	7.3	7.5	8
5.8	6.8	6.1	6.5	5.4	4.6	6.3	6.9	7.5	6.3	6.0	7.2
-	-	-	-	-	-	-	-	-	-	-	-
2.5	2.5	2.5	2.5	2.5	2.0	1.5	2.5	3.0	7.5	3.0	5
5.1	6.3	5.4	5.7	4.8	4.1	5.4	6.5	6.7	5.9	5.1	5.3
5.9	6.6	6.3	5.9	5.4	5.1	6.2	6.9	7.1	6.7	6.1	7.2
5.4	6.6	6.0	7.0	5.0	4.6	6.6	7.1	7.5	6.5	6.5	7.5
5.6	6.6	6.0	6.5	5.5	4.4	6.3	6.7	7.8	6.3	6.2	7.2
6.4	7.2	7.0	6.8	5.6	4.4	6.6	6.9	8.3	5.8	6.0	7.5
-	-	-	-	-	-	-	-	-	-	-	-
5.3	5.9	5.7	6.3	5.2	4.8	5.8	6.2	7.2	5.3	5.6	7.6
5.7	6.7	6.3	6.2	5.4	4.1	6.2	6.6	7.7	5.5	5.9	7.1
5.5	6.4	5.8	6.3	5.1	4.5	6.2	6.6	7.3	6.4	6.0	6.9
6.1	7.2	6.6	6.7	5.6	4.9	6.5	7.4	7.8	7.0	6.3	7.4
4.2	4.7	5.5	4.5	3.4	2.1	4.7	4.6	7.1	6.1	4.6	7
5.5	5.9	5.9	6.2	4.8	3.9	6.1	6.8	8.2	5.8	6.8	7.1
6.1	7.0	6.3	6.5	5.7	4.9	6.7	7.3	7.9	6.6	5.8	7.1
5.5	6.8	6.3	6.5	5.2	4.7	6.0	6.7	6.9	6.4	6.1	7.2
5.9	6.3	5.6	6.0	5.1	4.4	5.9	6.6	7.0	6.2	5.0	6.4
5.6	6.8	6.3	6.4	5.3	4.6	6.3	6.9	7.6	6.3	6.3	7.1
6.3	6.8	6.2	6.8	5.7	4.8	6.7	7.1	7.8	6.8	5.6	7.8
5.9	6.6	6.2	6.3	5.2	5.0	6.1	6.9	7.0	6.8	6.1	6.8
5.9	6.9	6.7	6.9	5.1	4.5	6.4	7.3	7.9	6.3	6.6	7.4
3.4	4.9	4.7	5.8	4.0	3.4	5.4	5.6	7.0	6.7	5.7	7.4
5.8	6.8	5.9	6.3	5.4	4.5	6.2	6.7	7.5	6.3	5.9	7.3
6.1	6.9	5.8	6.5	5.7	4.8	6.5	7.0	7.5	6.5	5.5	7.5
5.6	6.6	5.9	6.1	5.4	4.4	6.1	6.6	7.7	6.0	5.7	6.9
5.4	6.5	5.9	6.9	4.4	3.4	6.2	6.7	7.9	6.5	6.4	7.2
5.8	6.8	6.4	6.6	5.7	5.2	6.1	7.0	6.5	6.5	6.3	7.3
5.6	7.0	7.6	7.2	5.5	5.4	7.4	8.1	8.6	7.6	7.8	8
6.0	7.8	6.5	6.3	5.3	5.7	7.8	8.3	8.3	6.3	7.7	7.7
6.0	5.7	5.7	4.3	4.0	3.3	4.3	6.0	6.3	5.7	4.3	4.3
-	-	-	-	-	-	-	-	-	-	-	-
5.8	6.8	6.0	6.2	5.9	4.9	6.4	7.0	7.6	6.2	5.9	6.8
5.9	6.7	6.4	6.7	5.0	4.4	6.2	6.9	7.6	6.4	6.2	7.6
6.5	7.5	7.5	5.0	6.0	6.0	6.5	7.5	8.5	7.5	7.0	7.5
7.3	7.7	7.5	7.0	4.7	4.3	6.7	8.3	8.3	9.0	8.3	9.3
6.1	6.6	6.1	6.7	5.6	5.5	6.5	7.4	7.8	7.4	7.1	8
5.6	8.0	6.5	7.3	6.5	5.1	7.4	7.7	8.6	6.5	6.7	7.9
5.7	6.7	6.2	6.5	5.2	4.4	6.3	6.8	7.6	6.2	5.8	7.1
4.8	6.0	5.8	5.7	6.5	5.0	5.7	5.7	5.8	6.8	5.8	5.8

Behavior Questions					
Paid property taxes in the last 12 months?		How frequently do you use the Township parks and recreati...			
Yes	No	Never	Fewer than 6 times a year	6-12 times a year	More than 12 times a year
92%	6%	15%	42%	18%	17%
67%	33%	17%	67%	8%	8%
91%	3%	27%	48%	6%	15%
94%	6%	11%	34%	23%	20%
95%	4%	13%	40%	21%	18%
95%	3%	13%	50%	18%	14%
-	100%	17%	67%	-	17%
94%	4%	13%	43%	19%	17%
100%	-	17%	30%	22%	22%
75%	25%	-	75%	-	-
-	100%	50%	50%	-	-
33%	67%	67%	33%	-	-
93%	7%	27%	40%	7%	20%
100%	-	-	100%	-	-
75%	25%	9%	31%	25%	22%
93%	4%	17%	44%	19%	13%
100%	-	-	33%	-	67%
100%	-	14%	46%	12%	22%
85%	8%	8%	31%	23%	23%
92%	7%	14%	45%	19%	15%
-	-	-	-	-	-
-	100%	50%	50%	-	-
80%	20%	15%	55%	5%	25%
87%	9%	13%	38%	21%	17%
92%	5%	23%	33%	18%	15%
96%	2%	9%	53%	16%	11%
100%	-	17%	38%	19%	23%
-	-	-	-	-	-
100%	-	8%	54%	23%	-
84%	11%	16%	36%	11%	25%
92%	7%	16%	49%	20%	11%
96%	3%	17%	36%	17%	22%
63%	38%	38%	25%	-	25%
87%	13%	10%	55%	10%	19%
93%	4%	14%	45%	19%	14%
95%	4%	17%	38%	17%	22%
80%	17%	27%	57%	7%	10%
94%	5%	9%	42%	21%	19%
96%	4%	22%	41%	15%	19%
89%	9%	11%	29%	24%	29%
88%	7%	10%	33%	21%	26%
100%	-	29%	29%	14%	14%
92%	7%	17%	51%	16%	11%
90%	10%	24%	45%	14%	14%
95%	4%	14%	50%	17%	12%
86%	7%	17%	41%	3%	28%
93%	4%	11%	36%	25%	11%
93%	7%	7%	29%	36%	29%
100%	-	-	-	50%	50%
67%	33%	-	-	-	100%
-	-	-	-	-	-
95%	3%	13%	48%	18%	15%
88%	9%	19%	41%	16%	17%
100%	-	-	100%	-	-
100%	-	33%	-	33%	-
84%	11%	11%	42%	11%	16%
100%	-	29%	14%	14%	14%
92%	6%	16%	44%	17%	18%
80%	20%	20%	20%	20%	20%

# Non Residential

What types of non-residential development does the Townsh...

Neighborhood commercial (cafe, beauty shop, corner store, etc.)	Regional commercial (big box, etc.)	General business offices	Industrial	Grocery stores	Medical (doctor/dentist offices)	Banks	Places of worship	Restaurants	Pubs/bars/brewery/meadery	Recreational (pool hall, entertainment, gyms, etc.)	Cultural (museums, theaters, galleries, gardens, etc.)	Lodging (hotels, bed and breakfast, etc.)	Specialty stores (shoes, sporting goods, etc.)
53%	26%	15%	11%	42%	12%	6%	3%	66%	37%	44%	59%	18%	42%
67%	17%	8%	8%	50%	-	-	-	58%	50%	58%	33%	17%	25%
47%	23%	10%	7%	50%	13%	13%	-	70%	43%	37%	50%	17%	43%
71%	12%	15%	6%	35%	15%	6%	6%	71%	35%	53%	62%	21%	47%
48%	32%	17%	14%	41%	12%	5%	3%	66%	35%	42%	63%	16%	42%
56%	26%	16%	11%	44%	10%	5%	4%	66%	37%	39%	57%	16%	41%
80%	-	40%	20%	60%	20%	20%	-	80%	60%	80%	80%	60%	20%
53%	31%	16%	11%	41%	13%	6%	3%	67%	37%	43%	57%	17%	44%
48%	-	4%	9%	39%	-	4%	-	65%	43%	61%	65%	13%	35%
33%	67%	33%	33%	33%	33%	33%	33%	67%	67%	67%	67%	33%	100%
100%	-	50%	50%	50%	50%	50%	-	100%	100%	100%	50%	50%	50%
33%	-	-	-	-	-	-	-	67%	-	67%	100%	33%	33%
67%	8%	17%	8%	67%	8%	-	-	58%	25%	8%	58%	8%	17%
-	-	-	-	-	-	-	-	-	-	-	-	-	-
66%	31%	14%	17%	48%	10%	3%	3%	76%	48%	62%	79%	28%	59%
54%	25%	20%	10%	38%	14%	8%	4%	65%	42%	48%	55%	13%	38%
67%	-	-	-	67%	-	-	-	100%	33%	33%	100%	67%	-
39%	27%	5%	9%	43%	9%	2%	-	61%	18%	25%	55%	18%	43%
50%	25%	17%	8%	42%	25%	-	-	50%	42%	42%	83%	25%	42%
55%	26%	16%	11%	42%	10%	7%	4%	66%	38%	45%	57%	16%	41%
-	-	-	-	-	-	-	-	-	-	-	-	-	-
100%	-	-	-	-	-	-	-	100%	100%	100%	-	-	-
63%	21%	21%	11%	37%	16%	16%	-	68%	58%	58%	53%	32%	32%
58%	33%	18%	9%	47%	11%	7%	4%	73%	49%	49%	62%	18%	42%
63%	24%	16%	16%	34%	13%	8%	5%	68%	50%	50%	66%	8%	45%
43%	22%	16%	10%	45%	14%	2%	2%	57%	29%	53%	59%	18%	47%
43%	25%	8%	8%	40%	8%	5%	3%	68%	13%	18%	53%	20%	40%
-	-	-	-	-	-	-	-	-	-	-	-	-	-
42%	42%	-	8%	50%	8%	-	-	83%	33%	33%	-	-	33%
44%	22%	15%	2%	37%	12%	12%	-	59%	34%	49%	61%	27%	56%
66%	29%	18%	13%	36%	10%	4%	3%	73%	40%	51%	65%	25%	42%
44%	22%	14%	14%	50%	14%	6%	6%	61%	36%	36%	61%	6%	34%
75%	13%	25%	-	25%	-	13%	-	63%	13%	50%	88%	25%	63%
58%	23%	19%	12%	58%	8%	4%	-	69%	42%	50%	62%	42%	46%
47%	23%	11%	12%	36%	12%	5%	4%	60%	35%	45%	60%	15%	44%
59%	30%	17%	12%	46%	13%	6%	3%	75%	45%	45%	57%	13%	38%
62%	31%	12%	8%	42%	4%	12%	-	62%	38%	62%	54%	15%	50%
51%	26%	15%	12%	40%	14%	6%	5%	69%	43%	46%	58%	20%	43%
56%	16%	20%	8%	44%	12%	-	-	52%	20%	20%	68%	12%	40%
63%	21%	21%	12%	35%	12%	7%	2%	70%	44%	49%	67%	23%	40%
54%	23%	8%	13%	46%	13%	5%	5%	67%	36%	49%	59%	21%	51%
67%	33%	-	17%	17%	-	33%	-	67%	33%	83%	83%	17%	33%
46%	25%	16%	9%	41%	11%	4%	4%	62%	36%	44%	57%	14%	37%
59%	30%	19%	11%	46%	11%	5%	3%	62%	30%	38%	62%	14%	43%
44%	25%	16%	11%	41%	11%	4%	4%	65%	37%	44%	51%	16%	36%
59%	24%	7%	3%	52%	17%	17%	-	72%	41%	59%	59%	28%	48%
67%	37%	22%	15%	30%	19%	7%	4%	74%	48%	48%	74%	15%	59%
43%	7%	7%	21%	36%	-	-	7%	64%	50%	50%	50%	7%	43%
100%	-	-	-	50%	-	-	-	100%	50%	50%	100%	50%	50%
67%	-	-	-	67%	-	-	-	67%	-	-	100%	67%	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-
52%	31%	15%	15%	43%	11%	5%	5%	68%	38%	40%	52%	19%	43%
55%	21%	15%	6%	41%	11%	8%	2%	63%	36%	51%	67%	17%	42%
50%	-	-	-	50%	50%	-	-	50%	50%	100%	100%	50%	-
33%	-	33%	-	67%	-	-	-	100%	33%	100%	67%	-	-
56%	22%	33%	6%	44%	28%	17%	-	61%	28%	67%	83%	39%	72%
50%	50%	33%	-	33%	17%	-	-	67%	33%	50%	17%	-	67%
51%	27%	14%	12%	40%	10%	6%	3%	67%	39%	40%	56%	14%	38%
50%	-	-	-	75%	-	-	-	25%	-	50%	75%	25%	25%



Residential Housing							
What types of residential housing does the township need?...							
Larger single family (+2,000 sq/ft)	Smaller single family (-2,000 sq/ft)	Assisted living	Independent senior housing	Townhomes	Small mutple family (duplex, triplex, quadplex)	Multiple family condominium/apartments	More housing options in general
31%	49%	30%	44%	28%	18%	19%	30%
33%	44%	33%	44%	22%	33%	22%	56%
27%	54%	19%	38%	23%	12%	15%	35%
38%	47%	28%	22%	25%	13%	22%	38%
31%	48%	33%	51%	30%	20%	19%	25%
34%	51%	31%	44%	22%	14%	15%	25%
29%	43%	43%	43%	57%	71%	43%	100%
34%	50%	27%	41%	27%	15%	17%	29%
25%	50%	50%	55%	30%	25%	25%	30%
67%	33%	33%	-	33%	33%	33%	-
50%	50%	50%	50%	100%	100%	50%	100%
-	-	-	33%	-	-	-	67%
-	38%	50%	88%	25%	25%	25%	25%
-	-	-	-	-	-	-	-
31%	48%	41%	45%	45%	34%	31%	52%
38%	53%	26%	34%	31%	17%	17%	28%
-	50%	-	50%	-	50%	-	50%
16%	40%	33%	64%	11%	7%	16%	22%
36%	27%	55%	64%	27%	36%	36%	36%
32%	50%	27%	41%	29%	18%	18%	30%
-	-	-	-	-	-	-	-
-	50%	50%	50%	100%	100%	50%	100%
44%	39%	17%	22%	28%	22%	33%	56%
41%	64%	23%	23%	31%	15%	23%	28%
47%	47%	25%	34%	47%	19%	22%	16%
23%	51%	40%	53%	15%	23%	13%	26%
10%	37%	32%	68%	20%	7%	12%	37%
-	-	-	-	-	-	-	-
40%	40%	-	40%	20%	10%	20%	10%
41%	44%	33%	46%	21%	18%	21%	41%
29%	50%	26%	33%	26%	10%	15%	28%
24%	51%	37%	56%	34%	29%	22%	31%
11%	22%	33%	22%	33%	33%	11%	67%
25%	64%	29%	50%	21%	18%	25%	46%
21%	47%	30%	43%	31%	20%	21%	33%
46%	48%	25%	39%	26%	15%	18%	20%
27%	50%	31%	50%	35%	23%	12%	35%
34%	49%	26%	41%	24%	15%	19%	30%
13%	50%	29%	42%	38%	29%	25%	29%
59%	51%	16%	22%	30%	19%	32%	35%
44%	53%	29%	29%	38%	18%	24%	24%
50%	67%	33%	67%	33%	-	17%	50%
23%	46%	31%	48%	24%	15%	13%	33%
14%	54%	34%	51%	31%	20%	17%	34%
25%	40%	28%	50%	15%	14%	10%	31%
42%	58%	27%	46%	31%	19%	19%	31%
52%	52%	19%	19%	41%	15%	37%	22%
20%	80%	50%	40%	50%	30%	40%	30%
100%	50%	50%	50%	-	-	-	50%
50%	-	-	-	-	50%	-	100%
-	-	-	-	-	-	-	-
32%	44%	18%	32%	22%	15%	13%	22%
30%	53%	37%	53%	31%	19%	22%	34%
-	100%	50%	100%	-	50%	-	-
100%	100%	-	-	-	-	100%	-
53%	26%	42%	26%	42%	21%	42%	26%
20%	60%	20%	60%	60%	20%	20%	20%
26%	51%	28%	48%	26%	16%	14%	32%
40%	60%	-	-	20%	20%	20%	40%

## Like Best

What three things do you like best about living in Ypsila...

Location	Quality Township services	Quality schools	Diversity	Community history and pride	Access to basic needs (food, health services)	Recreational opportunities	Quality housing stock	Protection and access to natural resources/features	Other (please specify below)
76%	28%	4%	41%	15%	33%	13%	13%	26%	7%
67%	17%	-	50%	17%	17%	25%	8%	67%	8%
73%	36%	-	45%	12%	39%	15%	21%	18%	6%
68%	32%	15%	38%	15%	24%	15%	12%	29%	3%
80%	26%	2%	41%	14%	34%	10%	11%	23%	8%
78%	28%	4%	41%	15%	31%	12%	15%	24%	8%
50%	-	17%	83%	17%	33%	-	17%	33%	17%
79%	31%	4%	39%	16%	32%	12%	13%	23%	6%
68%	14%	5%	50%	14%	32%	18%	14%	32%	5%
100%	-	-	-	-	75%	-	25%	50%	-
-	-	-	100%	-	50%	-	-	50%	50%
33%	-	33%	33%	-	33%	-	33%	33%	-
71%	29%	-	57%	7%	36%	21%	7%	43%	7%
-	-	-	-	-	-	-	-	-	100%
80%	37%	3%	57%	17%	43%	3%	10%	27%	7%
76%	24%	5%	40%	15%	27%	14%	14%	26%	7%
67%	-	-	33%	-	67%	33%	-	33%	-
73%	35%	2%	37%	14%	39%	14%	12%	24%	6%
77%	46%	-	46%	8%	38%	8%	15%	23%	8%
77%	27%	5%	42%	15%	31%	12%	13%	26%	6%
-	-	-	-	-	-	-	-	-	-
50%	-	-	100%	50%	50%	-	-	50%	-
60%	10%	5%	50%	25%	35%	15%	15%	20%	10%
74%	23%	6%	47%	13%	21%	19%	15%	30%	9%
82%	29%	8%	42%	5%	29%	11%	18%	18%	5%
76%	33%	-	33%	18%	41%	4%	10%	35%	10%
83%	35%	2%	39%	13%	39%	15%	9%	17%	2%
-	-	-	-	-	-	-	-	-	-
77%	54%	-	15%	31%	23%	8%	8%	15%	8%
72%	33%	5%	42%	21%	37%	9%	5%	26%	9%
78%	22%	5%	43%	13%	33%	11%	14%	22%	9%
76%	28%	3%	44%	10%	32%	17%	17%	32%	3%
38%	13%	25%	38%	13%	50%	-	-	50%	-
70%	43%	-	40%	30%	33%	20%	10%	17%	13%
81%	18%	4%	46%	13%	38%	9%	15%	27%	6%
81%	30%	4%	38%	9%	24%	16%	14%	28%	5%
75%	25%	7%	36%	7%	54%	14%	18%	29%	-
79%	29%	4%	40%	15%	29%	13%	13%	26%	7%
74%	30%	-	52%	19%	30%	7%	11%	15%	7%
67%	16%	11%	47%	18%	24%	20%	13%	27%	7%
71%	37%	7%	51%	7%	32%	17%	22%	20%	7%
71%	43%	-	14%	29%	43%	-	14%	-	-
79%	29%	2%	40%	14%	34%	10%	10%	27%	7%
80%	30%	3%	40%	15%	50%	10%	15%	20%	-
83%	30%	1%	37%	15%	30%	10%	7%	26%	10%
72%	31%	-	52%	21%	24%	17%	24%	24%	7%
78%	26%	4%	41%	19%	30%	15%	22%	30%	7%
64%	21%	29%	43%	-	14%	14%	7%	43%	-
50%	50%	-	75%	-	50%	25%	-	-	-
33%	-	33%	33%	-	100%	33%	-	33%	-
-	-	-	-	-	-	-	-	-	-
79%	30%	5%	27%	15%	35%	16%	16%	22%	5%
76%	29%	3%	54%	16%	30%	8%	12%	27%	9%
100%	-	-	50%	-	-	-	-	50%	-
33%	67%	-	100%	33%	33%	-	33%	-	-
61%	22%	-	78%	17%	6%	-	17%	22%	11%
83%	33%	-	33%	-	50%	-	17%	33%	-
78%	29%	5%	38%	14%	35%	15%	13%	25%	6%
60%	20%	-	80%	20%	40%	-	20%	20%	-

Preferred Changes						
Which three things would you like to see change about Yps...						
More diversified housing stock	Housing affordability	Quality of schools	Better township services	Access to employment opportunities	Access to basic needs (food, health services)	Other (please specify below)
18%	21%	59%	21%	40%	25%	29%
10%	20%	30%	10%	40%	30%	60%
21%	14%	71%	14%	36%	32%	21%
10%	23%	60%	43%	37%	30%	33%
20%	21%	60%	18%	41%	22%	27%
14%	18%	54%	21%	40%	30%	29%
14%	71%	43%	29%	86%	14%	29%
16%	18%	64%	21%	38%	26%	28%
33%	29%	48%	19%	48%	24%	33%
25%	50%	25%	50%	25%	25%	25%
-	100%	50%	50%	50%	-	50%
-	33%	33%	33%	67%	-	67%
23%	15%	46%	8%	46%	23%	15%
-	-	-	-	-	-	100%
30%	30%	73%	17%	53%	17%	20%
10%	19%	60%	25%	40%	27%	32%
50%	50%	50%	-	50%	-	50%
27%	18%	49%	16%	29%	24%	27%
30%	30%	90%	-	50%	40%	40%
17%	20%	56%	24%	41%	25%	29%
-	-	-	-	-	-	-
-	100%	50%	-	100%	-	50%
19%	25%	63%	38%	38%	6%	38%
12%	19%	67%	29%	45%	29%	33%
11%	17%	67%	19%	50%	31%	22%
20%	24%	55%	22%	39%	27%	31%
29%	20%	46%	10%	24%	24%	24%
-	-	-	-	-	-	-
9%	18%	64%	27%	45%	18%	27%
14%	36%	62%	19%	33%	26%	26%
21%	18%	60%	25%	42%	25%	24%
18%	15%	55%	17%	42%	26%	37%
11%	78%	22%	33%	56%	44%	33%
23%	20%	63%	20%	50%	23%	27%
18%	18%	52%	23%	32%	23%	32%
16%	18%	70%	16%	39%	25%	27%
8%	19%	46%	31%	54%	35%	38%
21%	20%	62%	21%	38%	22%	29%
20%	36%	40%	16%	32%	32%	20%
5%	19%	79%	28%	40%	14%	33%
18%	15%	68%	18%	43%	20%	25%
14%	43%	86%	43%	43%	14%	-
18%	20%	47%	21%	40%	30%	33%
11%	19%	39%	25%	50%	47%	28%
18%	19%	50%	21%	36%	22%	32%
25%	21%	71%	21%	36%	21%	18%
14%	14%	82%	21%	43%	25%	36%
31%	31%	69%	15%	38%	-	15%
-	33%	67%	33%	67%	33%	33%
-	50%	50%	50%	50%	-	50%
-	-	-	-	-	-	-
16%	15%	53%	25%	37%	32%	29%
18%	25%	58%	19%	39%	20%	31%
50%	100%	-	50%	50%	50%	-
-	-	100%	-	50%	-	50%
22%	33%	61%	28%	28%	28%	28%
17%	33%	50%	33%	33%	17%	33%
17%	18%	58%	21%	41%	25%	29%
-	60%	40%	-	40%	40%	20%

Who Responded	
%	Count
Valid	Valid
<b>100%</b>	<b>214</b>
6%	12
15%	33
16%	35
61%	130
69%	148
3%	7
76%	163
11%	23
2%	4
1%	2
1%	3
7%	15
0%	1
15%	32
59%	127
1%	3
23%	50
6%	13
83%	178
-	-
1%	2
9%	20
22%	48
18%	39
26%	55
22%	47
-	-
6%	13
21%	45
39%	83
34%	72
4%	9
14%	31
37%	80
36%	77
14%	31
65%	140
13%	27
21%	45
20%	42
3%	7
51%	110
20%	43
39%	84
14%	29
13%	28
7%	14
2%	4
1%	3
-	-
41%	88
50%	107
1%	2
1%	3
9%	19
3%	7
80%	171
3%	6



**TO:** Ypsilanti Township  
**FROM:** Carlisle/Wortman Associates  
**DATE:** October 31, 2018  
**RE:** Master Plan Workshop Summary

A Master Plan workshop was held October 16<sup>th</sup>-19<sup>th</sup>, for members of the Ypsilanti Township community to contribute their input on the current state and future of Ypsilanti Township. Throughout the four day workshop, nearly 200 unique visitors attended one or more of the community meetings, open studios, and tours. Below are summaries of events and activities that were offered to the public throughout the workshop:

#### **Open Studio**

The open studio was held at the Ypsilanti Township Community Center at 2025 E. Clark Road. Visitors had the opportunity to provide input on their neighborhoods by participating an exercise. The exercise asked three main questions:

- What do you like about your neighborhood?
- What do you want to see improved?
- What do you want to see changed?

Results of the exercise varied greatly between individuals and neighborhoods. For instance, some residents of West Willow felt their neighborhood lacked open space, whereas multiple residents in the Southern half of the Township hoped to see some of the open space developed. However, there were recognizable patterns, where most of the residents agreed, discussed further in the “Themes” section in this memo.

#### **Tours/Events**

##### American Center for Mobility (ACM)

On the morning of October 17, over thirty Township residents, business and institution representative met in a conference room at ACM for presentation on the newly constructed autonomous vehicle test track, a short tour of the facility and a group discussion on the development opportunities surrounding the facility. The discussion focused on how to create a place surrounding ACM and the nearby Yankee Air Museum where workers and visitors would stay in the Township, not just commute in and out. More information on ACM is in the “Themes” section of this memo.

##### Gault Village Shopping Center

Over 40 Township residents walked the Gault Village Shopping Center with the property owner and Township staff and consultants on the afternoon of October 18. The property owner shared his intent to improve the roof, install a new façade and improve the parking lots and lights. The group discussed

what types of retail they would like to see in the shopping center, namely a grocery store, hardware store and restaurant. Consultants led a discussion about what could be on the site if the buildings were demolished and the site completely redeveloped. Residents expressed support for a mixed-use development. Further details on possible redevelopment scenarios for this area is in the “Themes” section of this memo.

### Farm Tour

On the morning of October 18, almost twenty Township residents, staff and consultants with a Michigan State Extension Educator visited three farms in Ypsilanti Township:

- Smoking Barrels Ranch: A recently established vineyard in the southern part of the Township with plans for a tasting room.
- We the People Grow Cooperative: A community garden in the Sugarbrook neighborhood that hopes to establish a state-of-the-art urban farm and culinary school on a former elementary school property.
- Dawn Farm: An institutional farm that incorporates farming as part of addiction recovery. Dawn Farm also has a farming cooperative that provides growing space for small-scale agricultural entrepreneurs willing to contribute labor or expertise as rent.

After the tour, the group discussed the role of agriculture in the Township. Generally, there was agreement that open space and agriculture should be preserved to the extent possible in the southern portion of the Township and gardening or urban agriculture could be allowed in established neighborhoods if it fit that context.

### Happy Hour

A happy hour was held at Unity Vibration Brewery as another opportunity for the public to share their concerns and ideas in a more casual setting. Those who attended partook in general discussions about the current state of Township as a whole, what brought them to the community, and where they see the Township in the next 20 years.

### **Public Meetings**

#### Opening Celebration

The opening celebration began with panel of Ypsilanti Township residents, who had lived in the Township between six and fifty years, sharing stories and memories of Ypsilanti Township. A short presentation on expectations for the Master Plan, and how community engagement will impact the process. At the end of the evening, attendees were asked to provide their input by participating in the “like/improve/change” exercise.

#### Closing Celebration

The closing celebration was the final event of the Master Plan workshop. The purpose was to relay the input and ideas that had been shared over the course of the week. The information shared is summarized in the

“Themes” section of this memo. Throughout the evening, participants were asked if they concurred with the direction of the plan and to provide any further opinions.

### **Themes:**

During open studio time and other events throughout the workshop, six themes emerged which should be addressed in the Master Plan. These themes with brief descriptions of the issues and potential options are below:

#### Neighborhoods are the Heart of the Community

Largely, residents identify with their neighborhoods. During the workshop, most residents highlighted specific improvements that would have the greatest impact on their respective neighborhoods. Going forward, the Master Plan will likely be a neighborhood-based plan.

#### Physical Connections

Large physical barriers in the Township such as I-94 and Ford Lake have caused a struggle for residents and visitors alike, to maneuver throughout the Township due in part to the lack of physical connections. The lack of physical connections is a concern for those who rely on non-motorized options, such as sidewalks and bike lanes. Crucial locations for improved non-motorized options include the overpass over I-94 via Huron and Whittaker Roads (between Township Hall and the City), as well as along the East Michigan Avenue and Ecorse Road corridors.

#### Accessibility to needs and services

Most residents who participated in the workshop felt there is a lack of options throughout the Township for shopping, dining, as well as other daily needs and services. There are underserved locations where additional retail options for daily needs and services would greatly benefit neighborhoods. These areas include the Whitaker/Huron Drive area, the Ecorse Road/Michigan Avenue corridors, the Hewitt Road/Ellsworth Road area, the Washtenaw Avenue corridor, and the Huron River Drive/Rawsonville Road area.

#### Impact of land use continuation

The southern half of the Township has seen continuous single-family residential development in recent decades. Residents expressed mixed feelings as to whether they want to see this land use pattern continue. Gains from continuing this pattern include an increase in population, new housing, and greater opportunities to attract developers. However, continuing this single-family pattern will require additional infrastructure including storm water management and roads. The Township would also lose open space, agriculture and its remaining rural heritage.

#### ACM

ACM is a crucial building block for economic development within the Township. However, it is almost completely secluded from the rest of the Township and lacks accessibility. Creating additional connections to key arterial roads, such as East Michigan Avenue and Tyler Road, will allow workers entry into the rest of the Township for everything it has to offer. Further, additional connections into the ACM area, will create



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opportunities for residents in surrounding neighborhoods to easily access jobs that are offered by ACM, GM, and any other future employers to the area, and further link ACM to the Township as a whole.

#### Gault Village

The Gault Village Shopping Center has been underutilized since the late 1990's and has not met the needs of the residents in the surrounding neighborhoods. This property can be seen as an asset, due to the opportunities to transform the space into something that can further benefit the surrounding neighborhoods and community as a whole. One option to transform this property is to construct small-scale retail buildings on out lots along Emerick Street to provide a more walkable setting for shopping and dining. Another option would be to raze the property, and construct a mixed use development. A mixed use development at this scale could potentially offer ground floor retail, multiple-family housing, and even a bungalow court.



**TO:** Ypsilanti Township Planning Commission, Ypsilanti Township 2040 Steering Committee and Ypsilanti Township Community

**FROM:** Carlisle/Wortman Associates

**DATE:** March 1, 2019

**RE:** February Master Plan Workshop Summary

A Master Plan workshop was held February 14<sup>th</sup>-16<sup>th</sup>, for members of the Ypsilanti Township community to contribute their input on how to preserve and build great neighborhoods, jobs and places in their community. Throughout the three-day workshop, over 60 unique visitors attended one or more of the open studios and a pancake breakfast. Below are summaries of events and activities that were offered to the public throughout the workshop:

### **Open Studio**

The open studio was held at the UAW Hall at 8975 Textile Rd. Visitors had the opportunity to provide input on 44 unique strategies grouped around issues of Neighborhood, Jobs, and Places. They were given worksheets with potential actions for the Township to take.

Listed below are the top twenty-seven strategies based upon open studio feedback by neighborhoods, jobs and places:

### Neighborhoods

*Objective: Preserve and create great neighborhoods, which more than meet the daily needs of all residents.*

### Top Strategies

1. Ensure all neighborhood streets have sidewalks on both sides of the street on all blocks.
2. Create bike paths or routes link neighborhoods to each other, shopping areas and employment areas.
3. Ensure bus routes link neighborhoods to shopping area and employment areas.
4. Improve and maintain street lights in neighborhoods.
5. Create neighborhood clean-up days where free trash and bulk pick up provided.

6. Create a welcome packet for renters, like the packet given now by the Township to homeowners, that details Township services and ordinances.
7. Proactively improve and maintain all neighborhood underground infrastructure (sewer, water and drains).
8. Repurpose vacant lots as parks, community gardens, urban farms or rain gardens.
9. Create home ownership programs, ranging from Habitat to Humanity to loan programs with local banks.
10. Establish neighborhood tool lending libraries, where residents can check out tools ranging from hammers to power drills.

### Places

Objective: *Create great places to shop, work, play and live*

### Top Strategies

1. Proactively recruit desired businesses including regional commercial, restaurants, medical services, and entertainment.
2. Adopt design requirements and form-based zoning for corridors such as Washtenaw, Michigan Avenue, Ecorse Road, Packard, Huron and Whittaker.
3. Fill in sidewalk gaps along corridors.
4. Improve pedestrian/bicycle connections to corridors.
5. Improve appearances of corridors with landscaping, lighting, signs, roadway improvements, etc.
6. Upgrade and enforce property maintenance code.
7. Sponsor cultural events such as concerts, festivals, storytelling events, etc.
8. Create public places such as parks and plazas along corridors.
9. Establish a public arts program.
10. Preserve farmland in southern part of Township via partnerships and programs with land conservancies and county, state and federal preservation programs.

### Jobs

Objective: *Support entrepreneurs and cutting-edge firms alike to increase economic stability and create jobs with lasting livelihoods, while building a workforce with 21-st century skills.*

### Top Strategies

1. Educate investors and lenders on the commercial opportunities in Ypsilanti Township.
2. Work with city of Ypsilanti to create a “Shop Local” initiative.
3. Assess the Ypsilanti Township government is to ensure its business-friendly. Review should include everything from zoning to tax policies.
4. Coordinate with local schools and employers to create a program that provides youth with internship opportunities with local companies.
5. Create redevelopment plans for Township owned properties that could support jobs.
6. Extend Wiard Road over the railroad to Parkwood to connect E. Michigan Avenue to Ecorse Road and the area surrounding the former Willow Run Bomber Plant.
7. Partner to offer job training to help Ypsilanti Township residents and entrepreneurship skills for small business owners.

### **Pancake Breakfast**

At the pancake breakfast, all participants were broken into two groups. Each group was asked to discuss the 27 strategies identified during open studio, brainstorm their top strategies, and then identify the vote for their top three strategies. During the brainstorm, many of the items listed were different from the twenty-seven strategies. Some had not been listed, such as “better relationship with the City” and “Sustainable Development. Others were strategies that had been listed in the open studio, for example “transfer of development rights”. Many of the new ideas are small steps the Township could take outside of the Master Plan, for instance fireworks or a park day event. The discussion results from each group are listed on the following page.

At the end, participants were asked to use 10 dots to vote for the strategies they felt the Township should pursue in the Master Plan. Each strategy received votes, somewhere between seven to twenty votes.

### Small Group Discussion Results

#### Group 1:

#### Group 2:

#### *Top Three Strategies*

- |   |  |
|---|--|
| <ol style="list-style-type: none"> <li>1. Pedestrian/bike friendly</li> <li>2. Sustainable development</li> <li>3. Revitalize corridors (Ecorse, etc.)</li> </ol> | <ol style="list-style-type: none"> <li>1. Recruit businesses</li> <li>2. Township/neighborhood communication</li> <li>3. Better partnership with the city</li> </ol> |
|---|--|

#### *Brainstorm (# of votes)*

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• Preserve diversity of densities (3)</li> <li>• Transfer of development rights (3)</li> <li>• Underground conduits for utilities (3)</li> <li>• Fiberoptic internet (1)</li> <li>• Pedestrian/bike friendly (8)</li> <li>• Better lighting (4)</li> <li>• Sustainable Development – overall goal (7)</li> <li>• Park day (0)</li> <li>• Fixing sidewalks, expanding (3)</li> <li>• Revitalize Ecorse/corridors (6)</li> <li>• Transits options (2)</li> <li>• Gault Village revitalize to be active and meet community needs (1)</li> <li>• Avoid overregulation (1)</li> <li>• Add green space and gathering @ corridors/shopping areas (5)</li> <li>• Host anchor events (fest, partner w. businesses) (1)</li> <li>• Packet to renters, homeowners (1)</li> <li>• Signs, unified style, wayfinding (0)</li> <li>• Recruit desired businesses (0)</li> <li>• Green infrastructure (2)</li> <li>• Rosie the Riveter as symbol (0)</li> <li>• Prioritize Brownfield Redevelopment (2)</li> <li>• Allow/incentivize alt. energy (0)</li> <li>• Infrastructure for elec. Vehicles (0)</li> <li>• Keep neighborhood schools, reuse (0)</li> </ul> | <ul style="list-style-type: none"> <li>• Coordinate with local schools (6)</li> <li>• Shop local/educate investors (2)</li> <li>• Homeownership programs (3)</li> <li>• Tool lending library (1)</li> <li>• Bike paths/pedestrian connections (5)</li> <li>• Recruit businesses (9)</li> <li>• Job training for residents (0)</li> <li>• Create public spaces (0)</li> <li>• Welcome packet for renters (3)</li> <li>• Lights (1)</li> <li>• Design requirements/zoning (2)</li> <li>• Better partnership with the City (9)</li> <li>• Township neighborhood communication (9)</li> <li>• Park Access and Distribution (0)</li> <li>• Fireworks (0)</li> </ul> |
|--|--|





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**Resulting Actions**

Based on feedback from the Open Studio and Pancake Breakfast the consultant team has great direction moving forward with regards to identified vision, goals, objectives, strategies, and priorities. All twenty-seven strategies will be included in the Master Plan. The consultant team is now in drafting mode.

**Attachments:**

February Workshop Strategy Tally Sheets for Neighborhoods, Places & Jobs

**To:** Ypsilanti Township Development Team and Ypsilanti Township 2040 Steering Committee

**From:** Megan Masson-Minock  
Ben Carlisle

**Date:** April 4, 2019

**Re:** Master Plan Reveal Summary Memo

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On April 2, 2019, a Master Plan Reveal meeting occurred at the Ypsilanti Township District Library. Over 30 people attended the event. The evening included a presentation by the consultant team, input and dialogue from attendees, attendee voting on the five catalyst projects, and an open house with one-on-one interaction.

#### Presentation

The presentation (see attached) focused on:

- Ypsilanti Township 2040 Process
- What is a Master Plan?
- Master Plan Themes: Neighborhoods, Jobs, Places
- Mission, Vision and Goals (see attached handout distributed to attendees)
- Five Catalyst Projects
  1. Zoning Ordinance update
  2. Wiard Road connection over railroad to East Michigan Avenue
  3. Open space and agriculture preservation
  4. Healthy neighborhoods
  5. Social and cultural presence
- Instructions for voting for catalyst projects

#### Input and Dialogue

After the presentation, attendees shared in a facilitated discussion what they were excited about in the Master Plan.

The answers varied and the group seemed to be excited about the following:

- Zoning Ordinance update
- Redevelopment of Gault Village
- Wiard Road/East Michigan Avenue connection
- Healthy neighborhoods
- Creating great places
- Corridor design improvement

### Catalyst Project Voting

Attendees were given 10 chips to “spend” on the five catalyst projects. They could distribute the chips amongst catalyst projects any way they wanted. The tally was:

Zoning Ordinance update:	77
Wiard Road/East Michigan Avenue connection:	70
Open space and agriculture preservation:	63
Healthy neighborhoods:	62
Social and cultural presence:	54

The relative even distribution of chips indicates that the proposed catalyst projects resonated with attendees as important areas to focus township actions and resources.

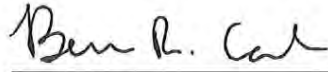
### Open House

For the last forty minutes of the meeting, an Open House was held where attendees could ask questions of consultant team, Township staff and the Steering Committee. The Open House included discussion boards of the catalyst projects, the proposed Future Land Use Map, Wiard Road/ACM Development Concept Plan, Township Core Concept Plan, and Gault Village Redevelopment Plan (see attached).

Discussion for the most part was positive. Attendees were very encouraging and excited about the Master Plan and the catalyst projects. Constructive criticism given included cautioning against planning for road diets, concerns about how to address traffic as a result of increased density (commercial and residential), suggestions to plan for an east to west road connection south of I-94 to better use the West Michigan Avenue freeway exchange and requests to work with AAATA to increase services to within Ypsilanti Township.

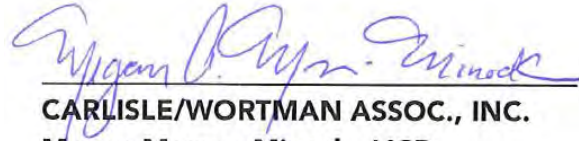
We are working on a draft of the Master Plan and hope to have a draft to share with you by the end of April. Please contact us if you have any questions.

Sincerely,



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



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**CARLISLE/WORTMAN ASSOC., INC.**  
**Megan Masson-Minock, AICP**  
**Planner**

Attached:     Master Plan Reveal Power Point Presentation  
                  Draft Ypsilanti Township 2040 Mission, Vision and Goals  
                  Master Plan Reveal Boards



Ypsilanti  
Township  
2040

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# Neighborhood Reports

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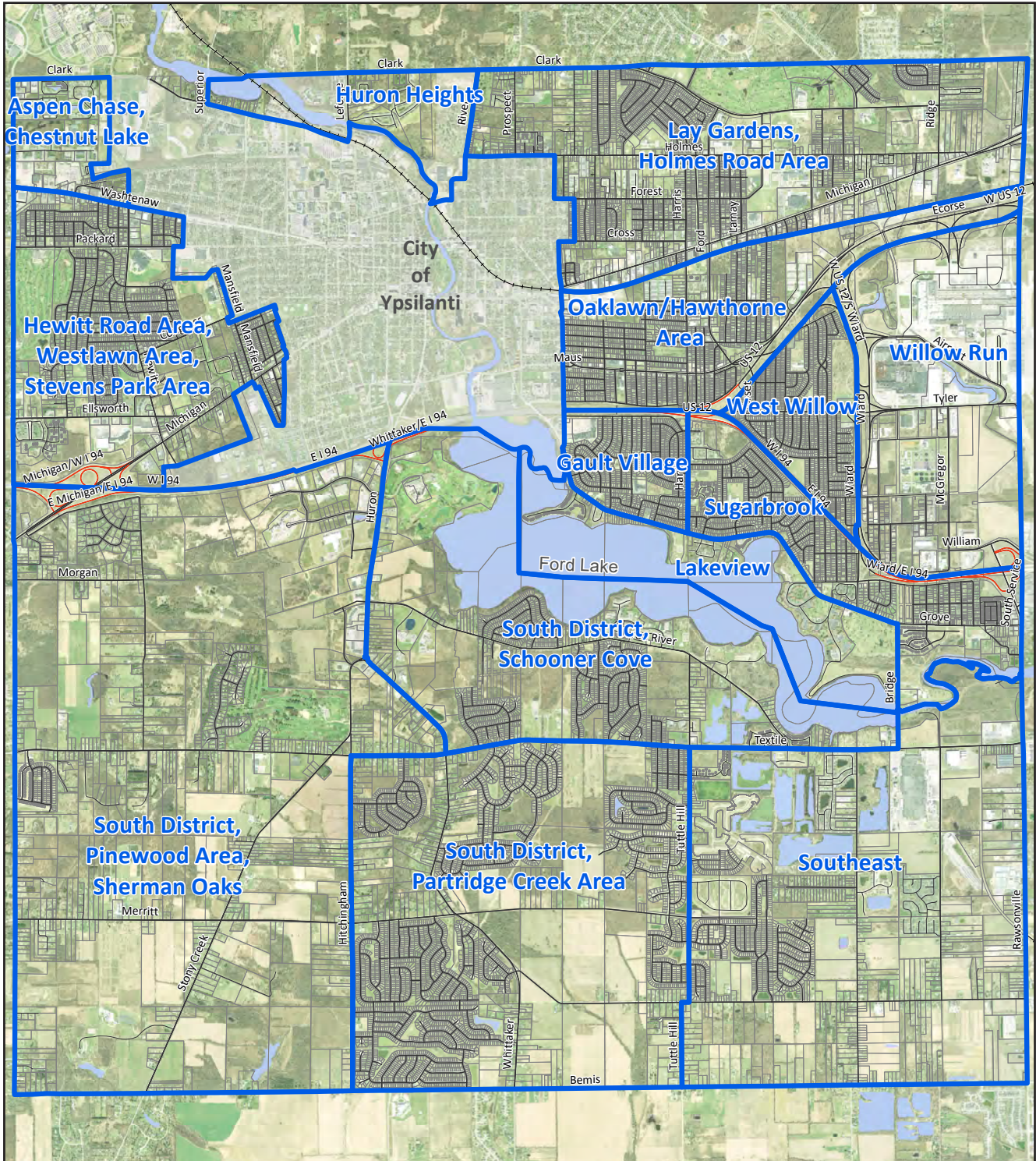
*for*  
*Ypsilanti Township 2040*  
*Master Plan*

DRAFT: <insert date>  
Adopted XXXXXXXX

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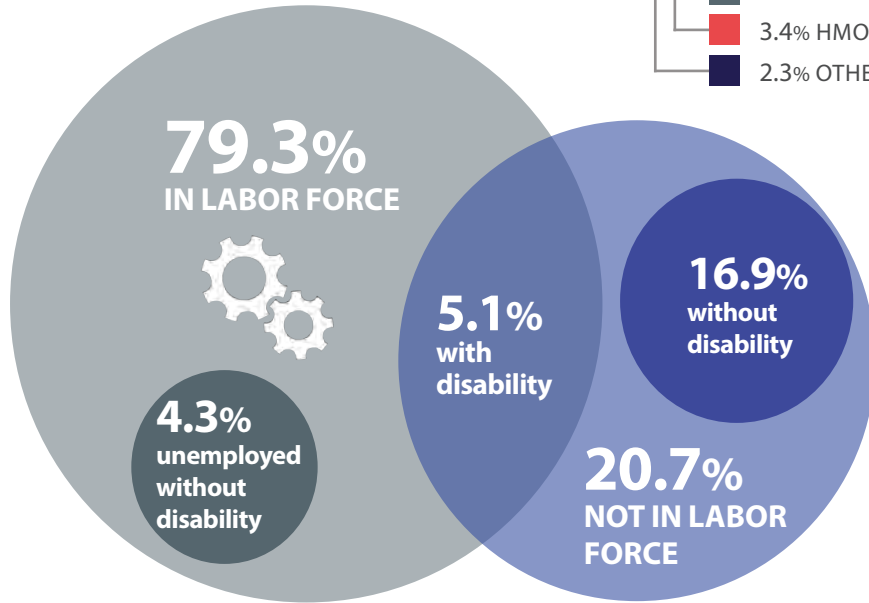
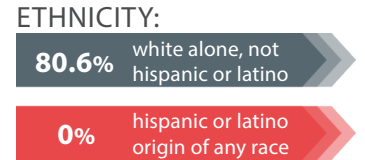
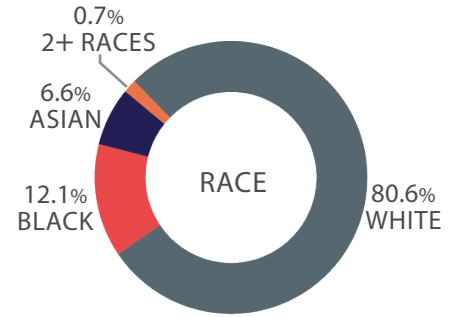
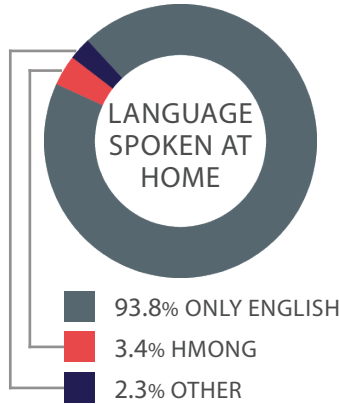
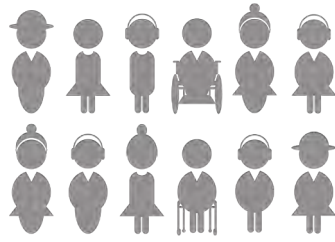
**These neighborhood reports are snapshots of Ypsilanti Township neighborhoods during the Ypsilanti Township 2040 process (summer of 2018 to end of 2019). All data is taken from the 2016 American Community Survey**





**NEIGHBORHOODS:**  
South District,  
Pineview,  
Sherman Oaks

TOTAL POPULATION: **2,102**



TOTAL OCCUPIED HOUSING UNITS: **744**

**94%** OWNER-OCCUPIED  
**6.0%** RENTER-OCCUPIED

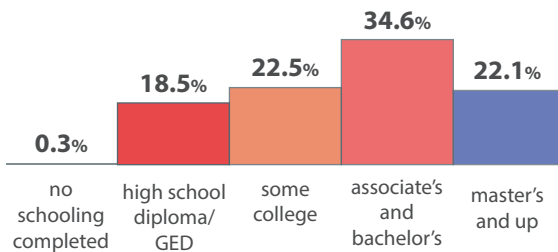


MEDIAN HOUSEHOLD INCOME: **\$93,250**

**4.3%** of householders moved into unit in **2015 or later**



EDUCATIONAL ATTAINMENT FOR 25+ POPULATION:

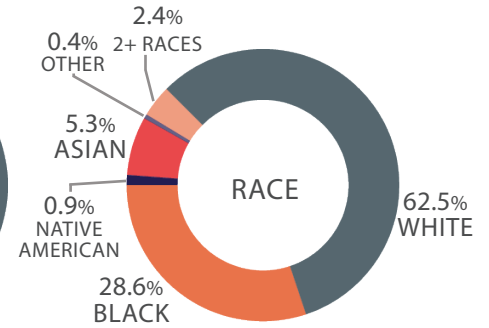
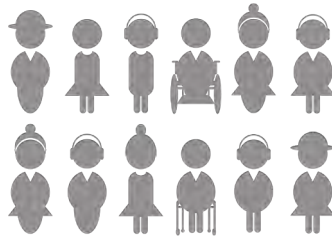


Scale: 0, 1,000, 2,000, 4,000 Feet

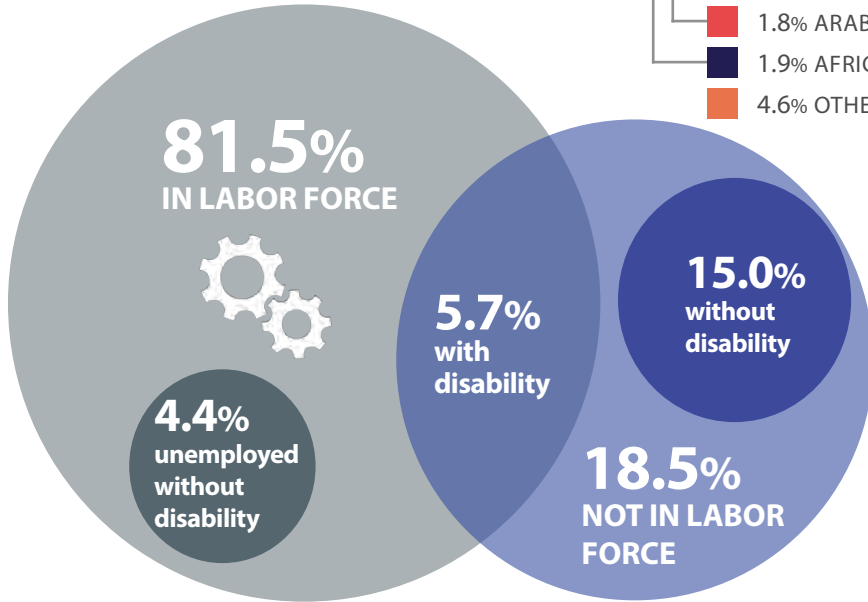
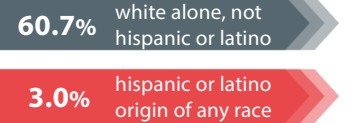


**NEIGHBORHOODS:**  
South District,  
Creekside  
South

TOTAL POPULATION: **9,856**



**ETHNICITY:**



TOTAL OCCUPIED HOUSING UNITS: **3,301**

**87.6%** OWNER-OCCUPIED  
**12.4%** RENTER-OCCUPIED

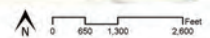
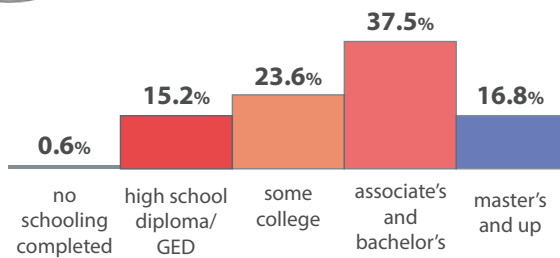


MEDIAN HOUSEHOLD INCOME: **(\$79,063, AND \$93,523)**

**3.7%** of householders moved into unit in **2015 or later**

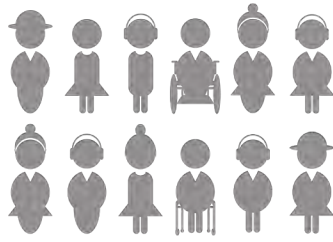


EDUCATIONAL ATTAINMENT FOR 25+ POPULATION:

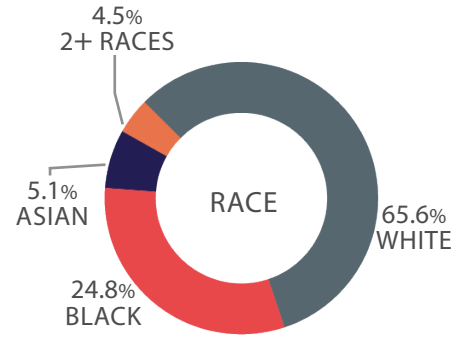


**NEIGHBORHOODS:**  
South District,  
Schooner  
Cove

TOTAL POPULATION: **5,420**

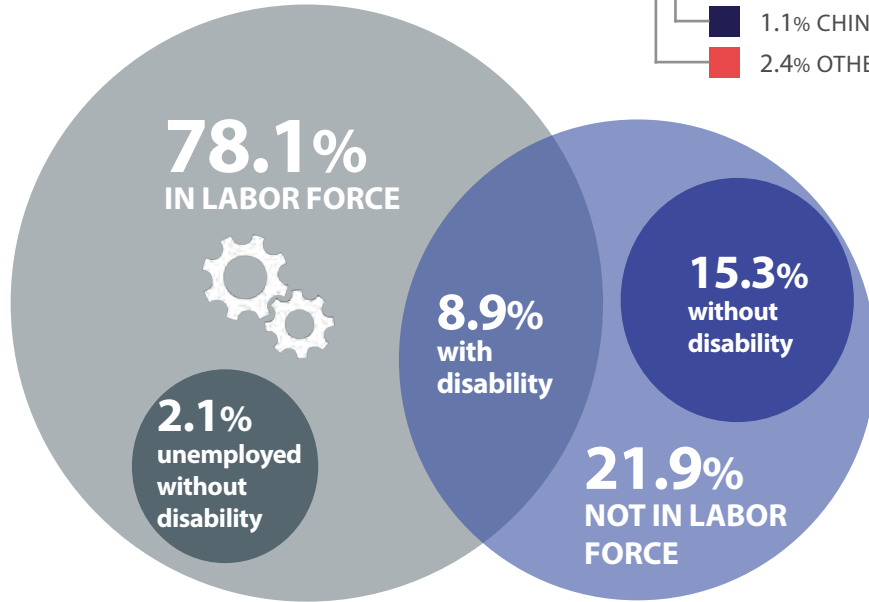


96.5% ONLY ENGLISH  
1.1% CHINESE  
2.4% OTHER



**ETHNICITY:**

**65.6%** white alone, not hispanic or latino  
**1.7%** hispanic or latino origin of any race



TOTAL OCCUPIED HOUSING UNITS: **2,076**

**50.1%** OWNER-OCCUPIED  
**49.9%** RENTER-OCCUPIED

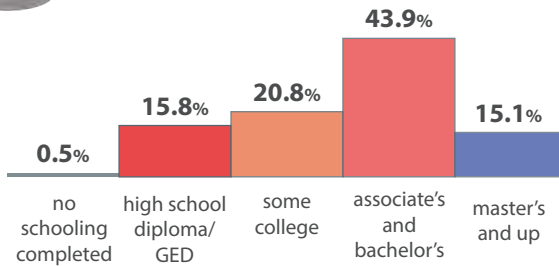


MEDIAN HOUSEHOLD INCOME: **\$63,910**

**7.6%** of householders moved into unit in **2015 or later**

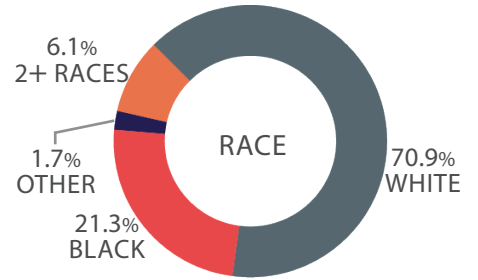
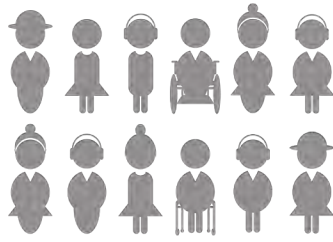


**EDUCATIONAL ATTAINMENT FOR 25+ POPULATION:**

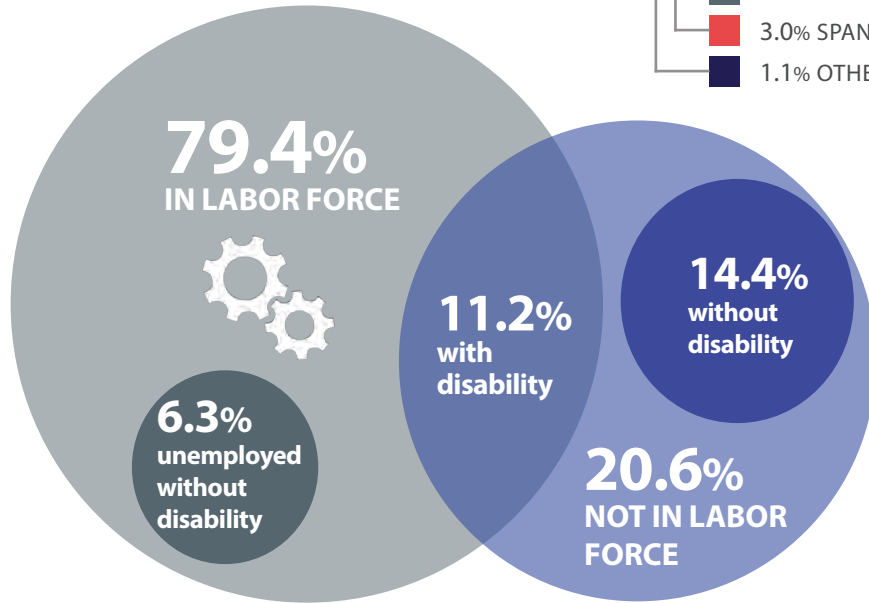
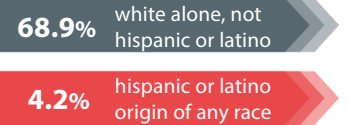


**NEIGHBORHOODS:**  
South District

TOTAL POPULATION: **4,558**



**ETHNICITY:**



TOTAL OCCUPIED HOUSING UNITS: **1,634**

**84.6%** OWNER-OCCUPIED  
**15.4%** RENTER-OCCUPIED

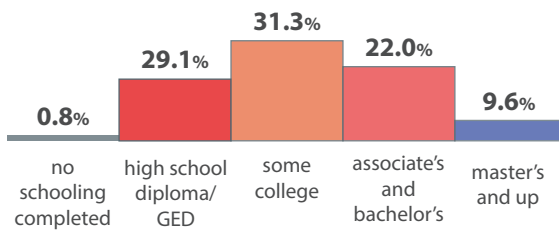


MEDIAN HOUSEHOLD INCOME: **\$54,621**

**3.2%** of householders moved into unit in **2015 or later**



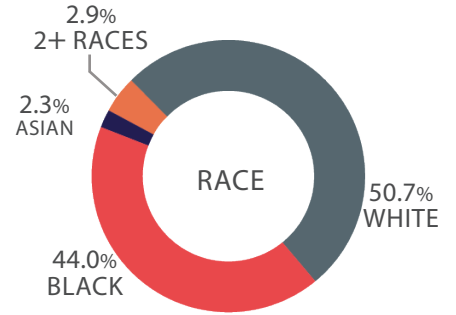
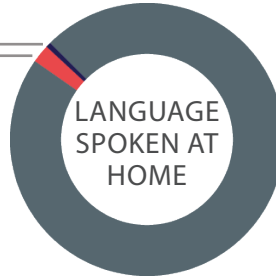
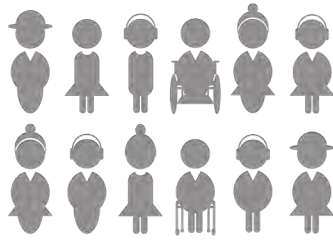
**EDUCATIONAL ATTAINMENT FOR 25+ POPULATION:**



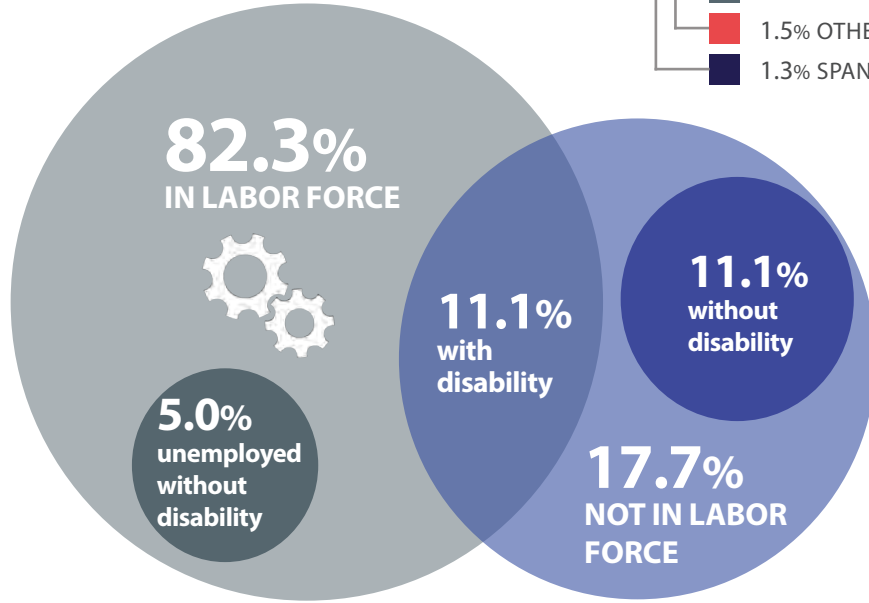
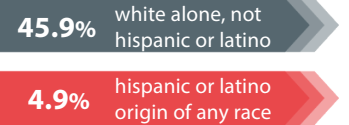
**NEIGHBORHOODS:**

Lakeview,  
Wingate  
Condos,  
Sugarbrook

**TOTAL POPULATION: 3,871**



**ETHNICITY:**



**TOTAL OCCUPIED HOUSING UNITS: 1,628**

**47.8% OWNER-OCCUPIED**  
**52.2% RENTER-OCCUPIED**

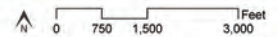
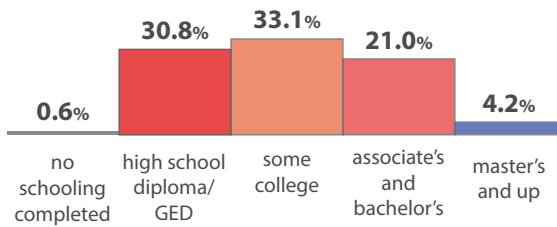


**MEDIAN HOUSEHOLD INCOME: \$35,777**

**6.5%** of householders moved into unit in **2015 or later**



**EDUCATIONAL ATTAINMENT FOR 25+ POPULATION:**

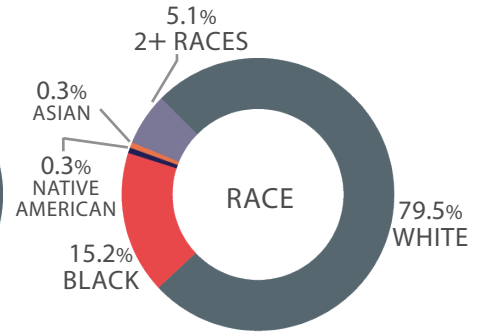
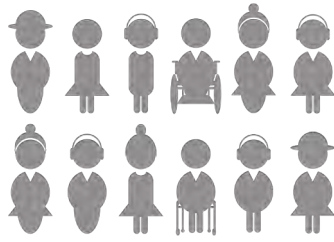


Carlisle/Wortman Associates  
October, 2018



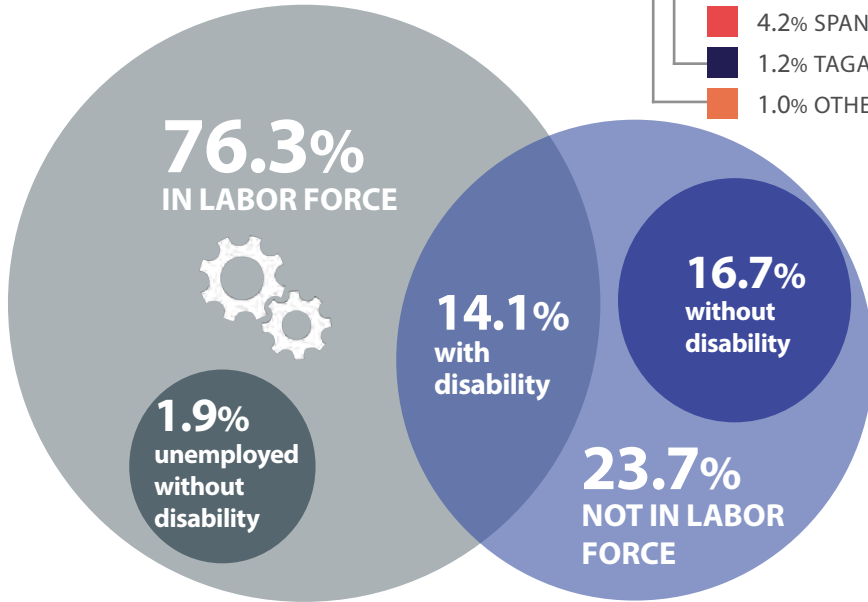
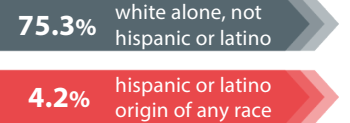
**NEIGHBORHOOD:**  
Gault Village

**TOTAL POPULATION: 2,150**



- 93.5% ONLY ENGLISH
- 4.2% SPANISH
- 1.2% TAGALOG
- 1.0% OTHER

**ETHNICITY:**



**TOTAL OCCUPIED HOUSING UNITS: 891**

**88.1% OWNER-OCCUPIED**  
**11.9% RENTER-OCCUPIED**

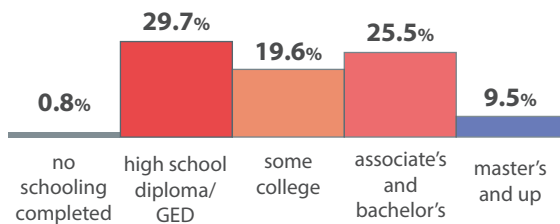


**MEDIAN HOUSEHOLD INCOME: \$50,404**

**1.1%** of householders moved into unit in **2015 or later**



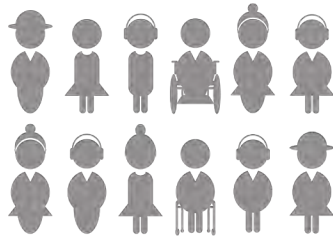
**EDUCATIONAL ATTAINMENT FOR 25+ POPULATION:**



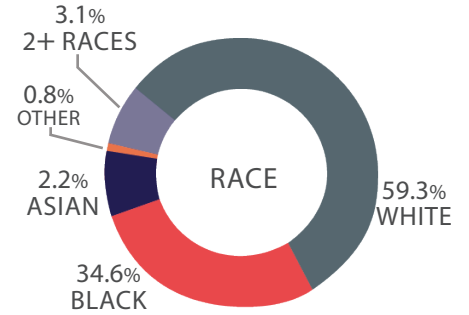
**NEIGHBORHOODS:**

Lakeshore  
Apartments,  
Cliffs on the  
Bay Condos

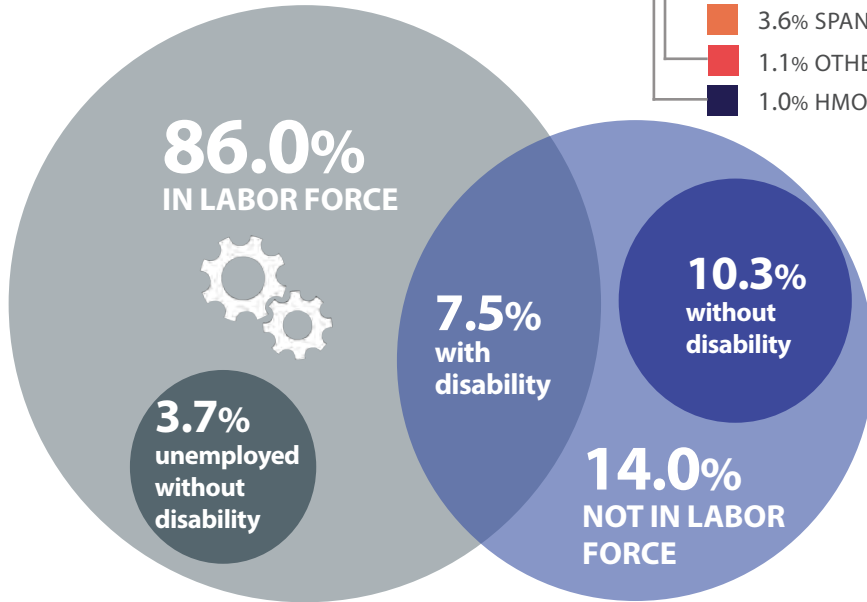
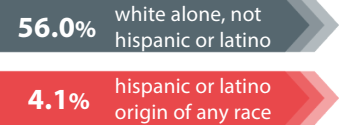
TOTAL POPULATION: **2,584**



- 94.3% ONLY ENGLISH
- 3.6% SPANISH
- 1.1% OTHER
- 1.0% HMONG



**ETHNICITY:**



TOTAL OCCUPIED HOUSING UNITS: **1,550**

**15.3%** OWNER-OCCUPIED  
**84.7%** RENTER-OCCUPIED

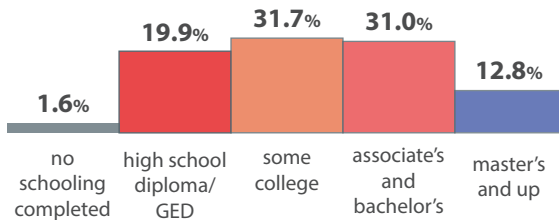


MEDIAN HOUSEHOLD INCOME: **\$40,917**

**8.5%** of householders moved into unit in **2015 or later**



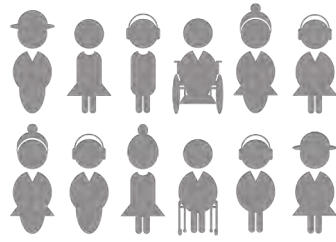
EDUCATIONAL ATTAINMENT FOR 25+ POPULATION:



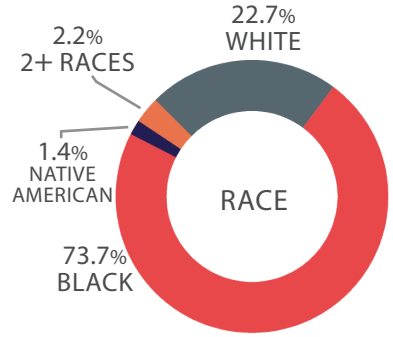
Scale: 0 500 1,000 2,000 Feet  
 Carlsle/Wortman Associates  
 October 2018

**NEIGHBORHOOD:**  
West Willow

TOTAL POPULATION: **3,282**

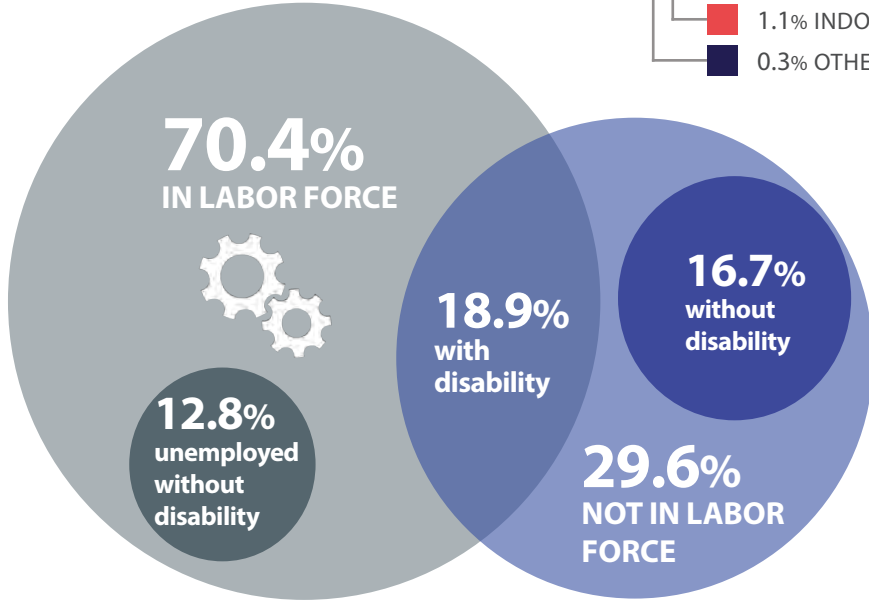


- 98.6% ONLY ENGLISH
- 1.1% INDO-EUROPEAN
- 0.3% OTHER



**ETHNICITY:**

- 21.9%** white alone, not hispanic or latino
- 0.8%** hispanic or latino origin of any race



TOTAL OCCUPIED HOUSING UNITS: **1,104**

**60.5%** OWNER-OCCUPIED  
**39.5%** RENTER-OCCUPIED

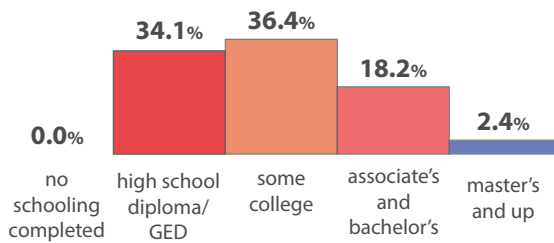


MEDIAN HOUSEHOLD INCOME: **\$45,577**

**0.0%** of householders moved into unit in 2015 or later

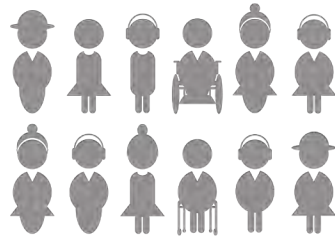


EDUCATIONAL ATTAINMENT FOR 25+ POPULATION:

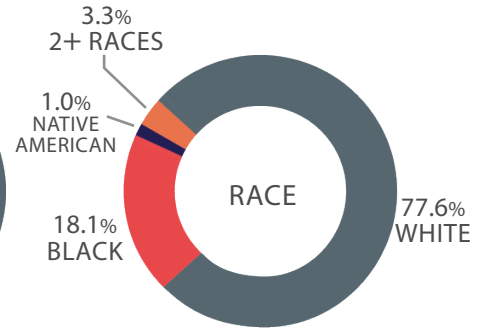


**NEIGHBORHOODS:**  
Oaklawn/  
Hawthorne,  
Thurston

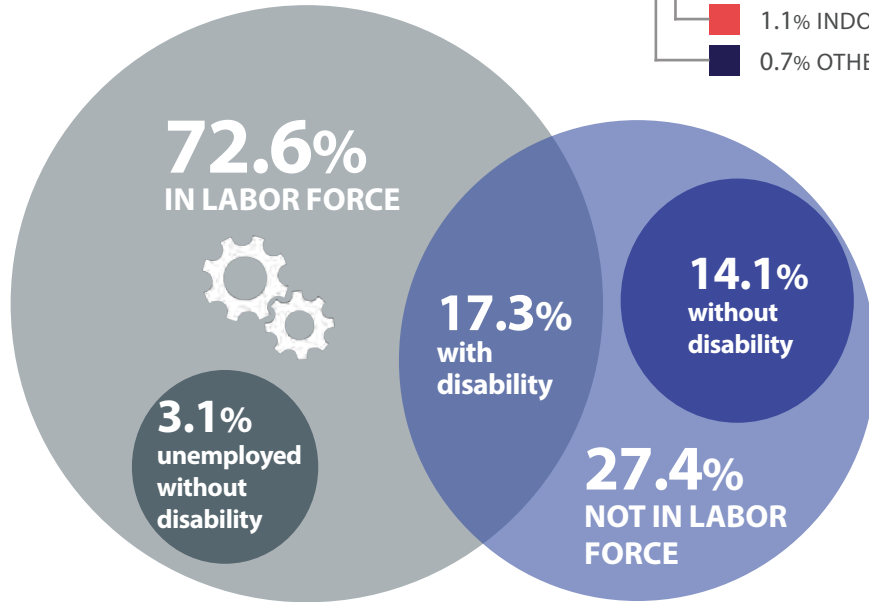
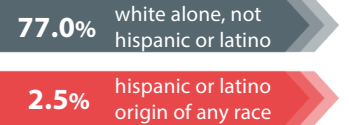
TOTAL POPULATION: **3,496**



- 98.3% ONLY ENGLISH
- 1.1% INDO-EUROPEAN
- 0.7% OTHER



**ETHNICITY:**



TOTAL OCCUPIED HOUSING UNITS: **1,531**

**54.7%** OWNER-OCCUPIED  
**45.3%** RENTER-OCCUPIED

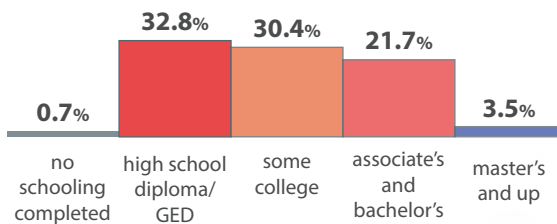


MEDIAN HOUSEHOLD INCOME: **\$39,063**

**8.2%** of householders moved into unit in **2015 or later**



**EDUCATIONAL ATTAINMENT FOR 25+ POPULATION:**

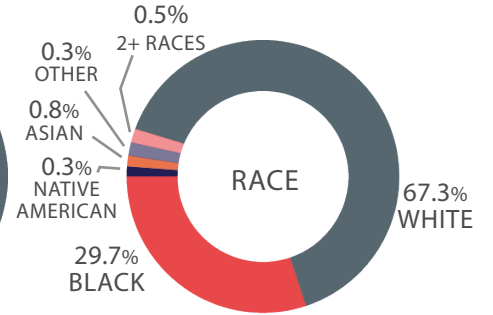
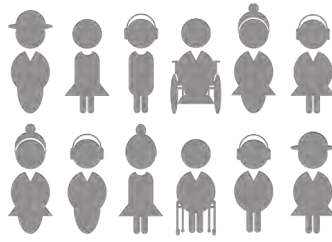




**NEIGHBORHOODS:**

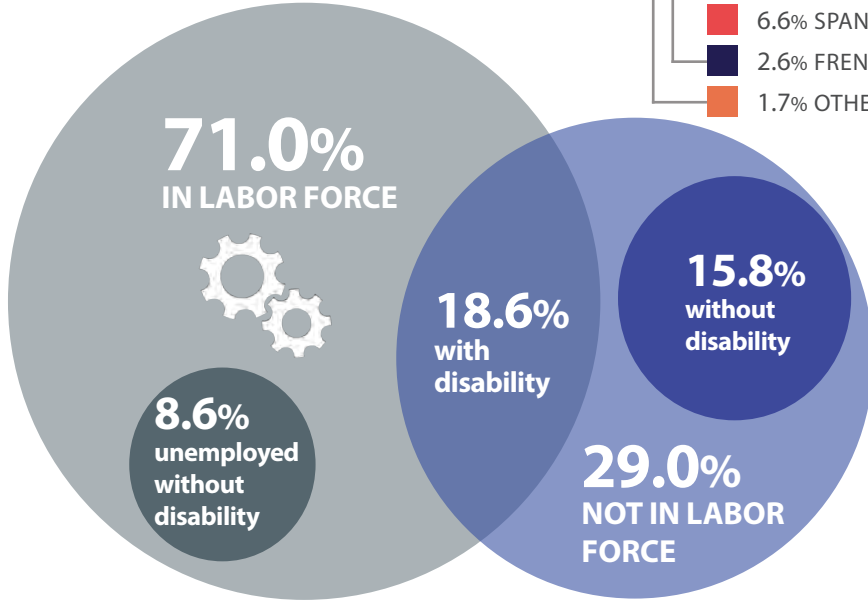
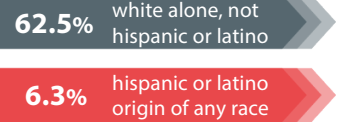
Lay Gardens, Manufactured Homes, Holmes Road, Clark East Towers, Huron Meadows Condos, Bud/Blossom, Appleridge

**TOTAL POPULATION: 6,806**



- 89.1% ONLY ENGLISH
- 6.6% SPANISH
- 2.6% FRENCH
- 1.7% OTHER

**ETHNICITY:**



**TOTAL OCCUPIED HOUSING UNITS: 3,244**

**54.1% OWNER-OCCUPIED**  
**45.9% RENTER-OCCUPIED**

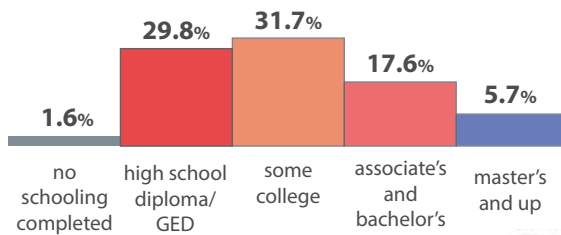


**MEDIAN HOUSEHOLD INCOME: (\$36,373, 35,819)**

**6.1%** of householders moved into unit in **2015 or later**



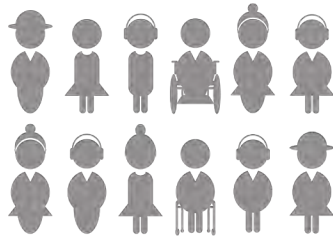
**EDUCATIONAL ATTAINMENT FOR 25+ POPULATION:**



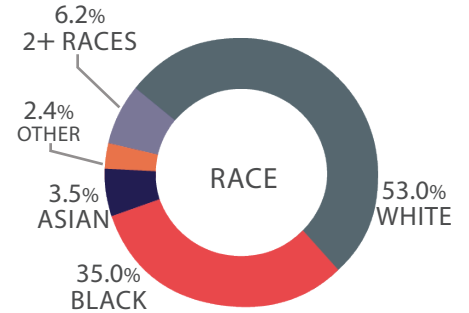
**NEIGHBORHOODS:**

Westlawn,  
Hewitt Road,  
Roundtree,  
Stevens Park

**TOTAL POPULATION: 6,167**

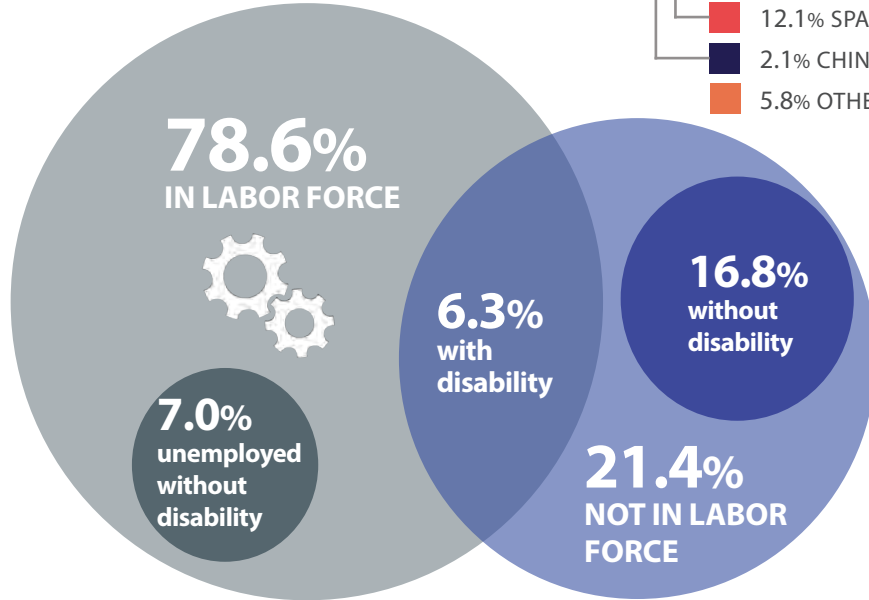


- 79.9% ONLY ENGLISH
- 12.1% SPANISH
- 2.1% CHINESE
- 5.8% OTHER



**ETHNICITY:**

- 48.6%** white alone, not hispanic or latino
- 8.1%** hispanic or latino origin of any race



**TOTAL OCCUPIED HOUSING UNITS: 2,793**

- 47.4%** OWNER-OCCUPIED
- 52.6%** RENTER-OCCUPIED

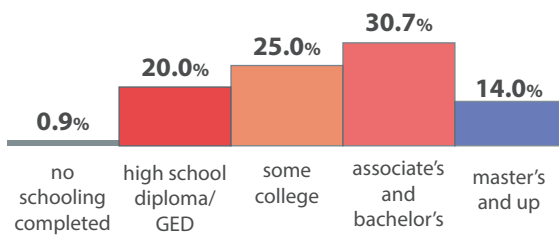


**MEDIAN HOUSEHOLD INCOME: \$54,608**

**8.5%** of householders moved into unit in **2015 or later**

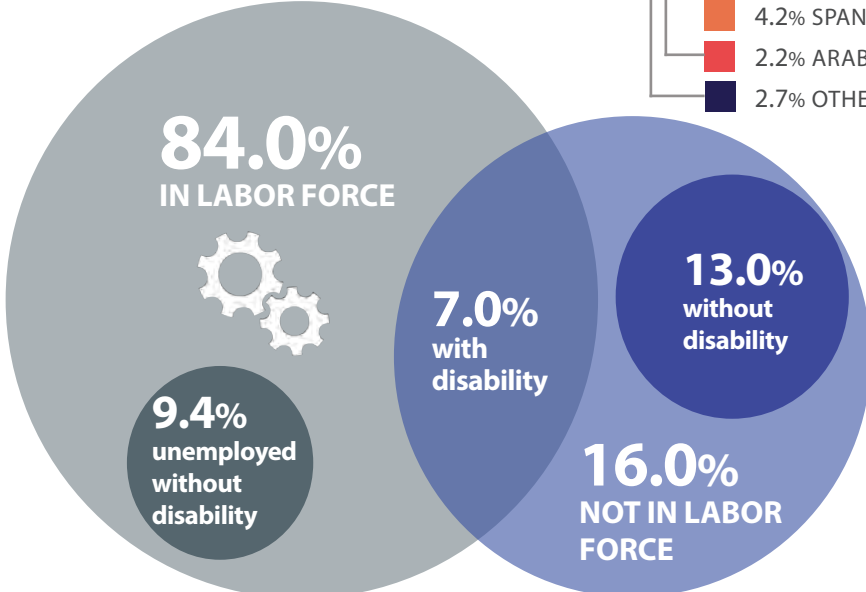
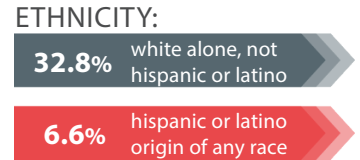
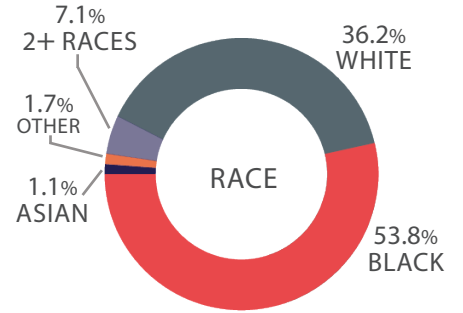
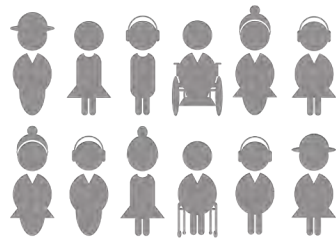


**EDUCATIONAL ATTAINMENT FOR 25+ POPULATION:**



**NEIGHBORHOODS:**  
Huron Heights/Ridge Apartments

TOTAL POPULATION: **2,669**



TOTAL OCCUPIED HOUSING UNITS: **1,134**

**1.3%** OWNER-OCCUPIED  
**98.7%** RENTER-OCCUPIED

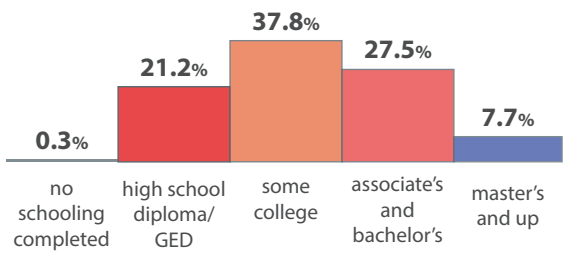


MEDIAN HOUSEHOLD INCOME: **\$29,280**

**18.3%** of householders moved into unit in **2015 or later**



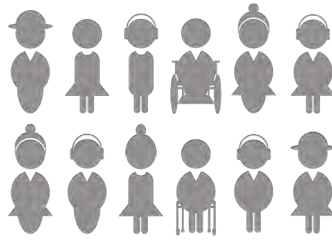
EDUCATIONAL ATTAINMENT FOR 25+ POPULATION:



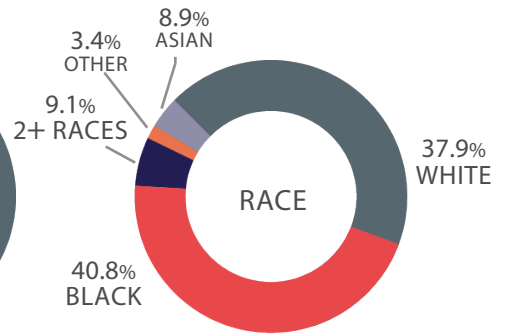
**NEIGHBORHOODS:**

Aspen  
Chase/Villas  
Apartments,  
Chestnut Lake  
Apartments

TOTAL POPULATION: **2,973**

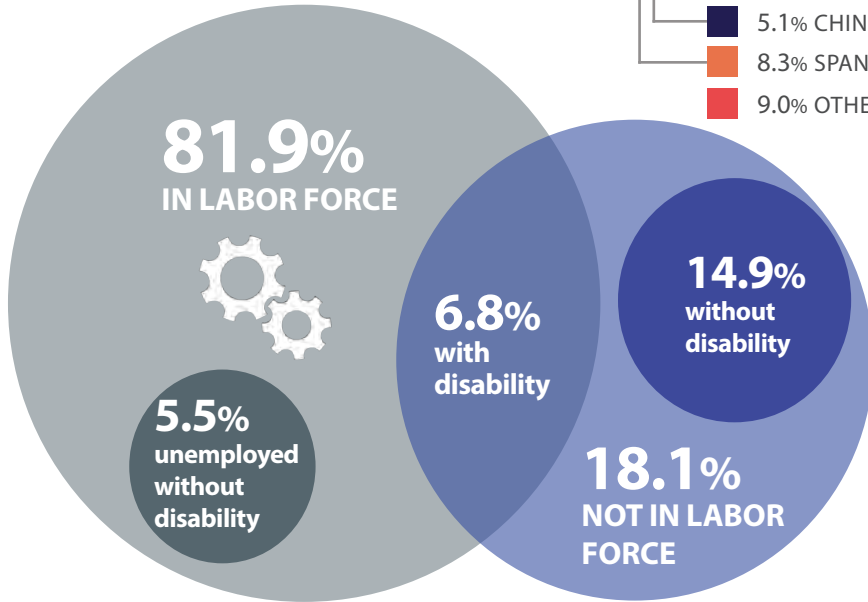


- 78.0% ONLY ENGLISH
- 5.1% CHINESE
- 8.3% SPANISH
- 9.0% OTHER



**ETHNICITY:**

- 34.4%** white alone, not hispanic or latino
- 9.1%** hispanic or latino origin of any race



TOTAL OCCUPIED HOUSING UNITS: **1,568**

**2.2%** OWNER-OCCUPIED  
**97.8%** RENTER-OCCUPIED

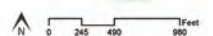
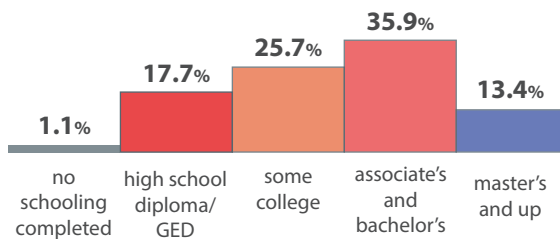


MEDIAN HOUSEHOLD INCOME: **\$31,154**

**10.8%** of householders moved into unit in **2015 or later**



EDUCATIONAL ATTAINMENT FOR 25+ POPULATION:







**Ypsilanti  
Township**  
———— 2040  
**Master Plan**

DRAFT: JANUARY 28, 2020  
ADOPTED: XXXXXXXX

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



**Green Oaks  
Golf Course**

1775 E. Clark Road  
Ypsilanti, MI 48198  
Phone: (734) 485-0881  
Fax: (734) 485-1992

[ytown.org](http://ytown.org)

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## MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Mike Hoffmeister, Residential Services Director

CC: Angela Verges, Recreation Services manager

Date: February 1, 2020

**Subject: Request Authorization to approve the Recreation Special Event Policy and Application**

The Residential Services and Recreation Department are requesting the authorization to approve the Recreation Special Event Policy and Application. This policy and form would be used for outside groups or residents to host special events in our parks. The existing policy seems to be antiquated, complicated for staff, tough to use and mostly unused. There is also no formal application in place for a submitter to utilize. Utilizing the existing policy and copying all waivers, insurance requirements and park rules remain unchanged, we are proposing a new policy with a formal application. We've added a number of questions as it relates to park use and addressed Ypsilanti Municipal Code in areas deemed necessary. This form should allow Recreation Department staff to easily vet special event applications that come in for use in our parks.

This policy and application has been reviewed and tentatively approved by Supervisor Stumbo, Recreation Department staff and Quality Assurance Specialist Robin Castle-Hine. This Special Event Policy and Application also comes with a formal recommendation from the Parks Commission on February 3, 2020.

Respectfully Submitted,

Mike Hoffmeister  
[mhoffmeister@ytown.org](mailto:mhoffmeister@ytown.org)  
734-366-0911

Angela Verges  
[averges@ytown.org](mailto:averges@ytown.org)



## **Charter Township of Ypsilanti Parks and Recreation Application, Agreement and Policy for SPECIAL EVENT PERMITS**

Thank you for considering the Ypsilanti Township Recreation Department (Ytown Parks) facilities for your special event. We look forward to having you in the park and ask that you follow these rules to ensure that your event goes smoothly and that park resources are protected. Failure to comply with these rules could result in the partial or total loss of your damage deposit. Gate fees at applicable parks will still be assessed at the time of arrival. Best wishes for a safe and successful event!

Return this application and the additional fees/forms to the Charter Township of Ypsilanti Parks and Recreation Department at least six (6) weeks prior to your anticipated event. Submitting this Event Permit Application is not a confirmation to conduct your planned event. Your application will be processed and you will receive notice of approval or rejection within two (2) weeks. Once approved it may be necessary to set up a planning meeting with Ytown Parks staff. **Incomplete applications will not be accepted. If your application is accepted, this document becomes the Agreement governing your use of the park for the events described herein.**

### **APPLICATIONS MUST HAVE THE FOLLOWING TO BE ACCEPTED**

- Application for Rental Agreement       Event Site Plan
- Application Fee \$30/non-refundable       Event Agenda/Activities

#### **Rental/Permit Fees, Damage Deposits and Certificate of Insurance:**

Damage deposits, facility fees, permit fees and certificate of insurance are required within two weeks following approval of permit application. Holds are placed on the calendar as a courtesy and are good for only two weeks. The items listed below must be received within the two week period to secure your date. After 15 days, courtesy holds will be released without further notice.

Checks should be made payable to **Ypsilanti Township Recreation Department** and mailed to  
2025 East Clark Road, Ypsilanti, MI 48198 or dropped off at the Community Center.

#### **Facility Rentals**

In order to host a special event within an Ypsilanti Township park or facility, the rental fees are separate from any associated special event applications and fees.

#### **Damage Deposit:**

YTOWN PARKS will return any deposits within 45 days after the event. Ytown Parks will issue the refund if the rented area is found to be in the same condition as it was prior to the event. Otherwise, the department will use the deposit (or a portion of it) to clean the area and repair any damage.

#### **Refunds**

The Charter Township of Ypsilanti Parks and Recreation Department will refund 50% of prepaid fees when cancellations are made at least 15 days before the event. Cancellations made less than 15 days before the event will result in the forfeiture of the entire rental fee.

#### **Insurance:**

During the performance of any and all Services under this Agreement, permit applicant shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

**Entire Application Must Be Completed In Full**



- c. Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$2,000,000 annual aggregate.
- d. Workers’ Compensation Insurance in accordance with the statutory requirements of the Michigan Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Michigan. The Charter Township of Ypsilanti, the Township, and the officers, employees and agents of each shall be named as an additional insured under the General Liability, Automobile, and Worker’s Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance affected by the Township will be called upon to contribute to a loss hereunder.

**Meeting:**

Once the application has been received, Ytown Parks staff will contact the applicant to determine if a planning meeting is necessary. If deemed necessary, this meeting is mandatory to work out all the details of the event. Please bring your event map/layout to this meeting. The application and event guidelines will be reviewed at that time. Additionally, special event applicants may have to attend a Park Commission meeting for additional vetting.

**Walk-through:**

Once the application has been approved and no less than two weeks prior to the date of your event, you are responsible for scheduling a “walk-through” of your event with park staff to review your site plan. The purpose of the walk-through is to make you completely aware of all site guidelines and answer any additional questions you may have.

**Vehicles and Parking:**

Vehicles are not allowed on Park property (other than streets and parking areas) without prior written approval. Failure to comply with this guideline will result in a loss of deposit. Parking is permitted in designated park parking lots.

**Food and Drink:**

If any food will be prepared, distributed or sold at the event, each vendor must receive and hold a permit from a County Health Department.

The dumping of hot coals or grease on Park property is not allowed! If either is found after an event, the amount for cleaning and removal plus labor will be retained from the damage deposit.

**Alcohol**

Alcohol is strictly prohibited in Township Parks.

**Trash Removal:**

You are responsible for securing additional receptacles or having your trash hauled away if park containers won’t accommodate the needs for your event. Bagged trash (10 bag maximum) may be placed next to a park trash receptacle after an event for park staff to remove. Trash that is not disposed of properly or overfills a receptacle may result in a loss of deposit. YTOWN PARKS will determine if the size of your event requires your rental of an outside dumpster. Dumpsters are to be placed in designated areas or as approved by park staff.

**Port-O-Lets:**

You are responsible for securing the appropriate number of port-o-lets (1 per 300 attendees when permanent restrooms are available. 1 per 150 attendees when no permanent restrooms are available), hand washing stations and accessible port-o-lets for your event. They should be delivered at the latest date and time possible prior to your event and removed from Park property no more than 24 hours after your event ends. Ytown Parks takes no responsibility for any damage to port-o-let(s) prior to removal. Port-o-lets are to be placed in designated areas or as approved by park staff. Provide the location of your Port-o-Lets in the event map/layout. If port-o-lets require hoses for a water source, the vendor must supply the hose.

**Tents:**

Charter Township of Ypsilanti Parks & Recreation is not responsible for any tents or items set up on a day prior to your event. You are responsible for scheduling security to watch over your area. Staking tents is not permitted without approval. Provide the location of your tent(s) in the event map/layout. **All components of vendor displays, including tents, umbrellas and signs, must be properly secured on all sides.**

Entire Application Must Be Completed In Full





**Child Supervision:**

If children are under the age of 18 and are part of the event, it is your responsibility to provide adequate supervision.

**Safety:**

The possession of drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly prohibited in any park or park facility. Pursuant to Charter Township of Ypsilanti Municipal Code Section 46-61 to possess, carry, fire or discharge, or cause to be fired or discharged across, in or into any portions of the park is strictly prohibited within the Township’s jurisdiction.

**Copyright:**

It is the applicant’s responsibility to comply with federal and state copyright laws applicable to any of the activities of the event.

**Violations:**

Park facilities must be used solely in accordance with the Charter Township of Ypsilanti Parks and Recreation policies and procedures; Ytown Parks retains the right to revoke a special use permit any time upon violation of your agreement of the risk or threat or a violation of your agreement. Failure to comply with any of the provisions of this Agreement may constitute a violation. In addition, the following activities are examples of violations of this Agreement: gambling, profanity, dangerous activities, unauthorized vending (including the sale of alcohol, tobacco, or drugs) excessive guests, excessive noise, or other activities which cause a disturbance to other nearby park activities or are in violation of state and local ordinances. Sleeping (overnight camping) in parks, golf courses, or other park premises is prohibited.

**By signing and submitting this application, the permit applicant agrees to abide by the park rules and regulations and Emergency Action Plan of the Department of Parks and Recreation including, but not limited to, the conditions as stated on this application and the Charter Township of Ypsilanti Parks and Recreation Department Rental Agreement.**

**Please Read Carefully**

I, as applicant or duly authorized representative of the applicant, hereby affirm that the submitted information is true and correct to the best of my knowledge. As such, I have been authorized by the applicant to apply for this permit and have read, understand and agree to comply with all rules concerning the use of a Charter Township of Ypsilanti Parks & Recreation Park. The applicant agrees that while renting the park or park premise, the applicant will not exclude anyone from participation in, deny anyone benefits of, or otherwise subject anyone to discrimination because of that person’s race, color, sex, religion, creed, national origin or ancestry, age or handicap. Under this Special Event Permit, the applicant assumes all responsibility for proper conduct in the park, including consumption of alcoholic beverages.

I \_\_\_\_\_, on behalf of the permit applicant, shall agree to release, hold harmless, and forever indemnify the Charter Township of Ypsilanti, its employees, officers, and agents from any and all claims or causes of action that may arise from the activities described herein. This includes claims for personal injury, property damage, and/or any other types of claim which may arise from these activities, whether such claims may be brought by the permit applicant or any of its agents, or by any third party.

I have read this release and understand all of its terms. I agree with its terms and sign it voluntarily.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Charter Township of Ypsilanti Parks and Recreation Department  
2025 East Clark Road  
Ypsilanti, MI 48198  
734-544-3800**

**SPECIAL EVENT PERMIT APPLICATION FOR PARKS/FACILITIES**  
Charter Township of Ypsilanti Parks and Recreation Department (Ytown Parks)  
(Please Print or Type)

- Parks operating hours are dawn to dusk (must be out prior to dusk park closing)
- Permit applications must be submitted to the Department at least six weeks prior to event.
- It is recommended that Special Events be hosted in Community Parks. If requesting a neighborhood park, it is up to the discretion of Ytown Recreation Staff and/or the Park Commission.
- An application for Special Use shall not become a permit until it has been approved and signed by the Department. Application approval will not be finalized without submittal of an application, certificate of insurance and payment of all fees/charges/deposits.

Type of Organization: (check all that apply)

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Charter Township of Ypsilanti | <input type="checkbox"/> Department-Affiliated | <input type="checkbox"/> Private – Township Resident |
| <input type="checkbox"/> Washtenaw County              | <input type="checkbox"/> Non-Profit            | <input type="checkbox"/> Private – Non-Resident      |
| <input type="checkbox"/> Other _____                   | Tax ID# _____                                  | <input type="checkbox"/> Profit Making               |
|  | Non-Profit Fundraising Event                   | <input type="checkbox"/> Other _____                 |
|  | Tax ID# _____                                  |  |

Please complete entire application:

**Date of Application:** \_\_\_\_\_

**Date of Proposed Event:** \_\_\_\_\_

**Contact Information:**

1. Organization applying for Special Use Event Permit:

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Township: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax: \_\_\_\_\_

2. Name of organizational **contact** responsible for managing event  
(Please list the one representative that will be responsible for all communication):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address/Phone Number (if different)

Address: \_\_\_\_\_

Township: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax: \_\_\_\_\_

**Entire Application Must Be Completed In Full**



E-mail: \_\_\_\_\_

**Event Logistics:**

3. Name of event: \_\_\_\_\_

4. Type of event: (Please check all that apply)

- Concert       Entertainment       Public Info.       Environmental  
 Cultural       Endurance       Sports       Walkathons/fitness Walk (\*)  
 Reunion       Fund Raiser       Other (please explain) \_\_\_\_\_

**All Events:** If you are requesting that any public street be used or partially closed/blocked off or if you need additional Township resources (i.e. Fire or Street Departments), you must complete a separate request or permit through each respective party.

5. What is the purpose of the event? (Please explain and attach a detailed copy of your agenda or planned activities.)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

6. Requested Park Location: \_\_\_\_\_

Facilities in park (i.e. shelter, park, grounds, etc.): \_\_\_\_\_

\*Please provide map showing parking, activity venues, first aid, etc. (Map of park included)

7. Requested date(s) and time(s) for event:

Event Activity	Starting Date	Ending Date(s)		Starting Time	Ending Time	Set-up Date/time	Tear Down Date/Time

(a) Designated date for inclement weather? (Rain date)       Yes       No  
 If yes, date: \_\_\_\_\_

8. Total number of anticipated participants (i.e. volunteers, spectators, walker<sup>2</sup>s, etc.): \_\_\_\_\_  
 Peak Attendance: \_\_\_\_\_ at time \_\_\_\_\_       a.m.       p.m.

9. Is this a first time event for you or the sponsoring organization at this location?       Yes       No  
 (a) **If not,** how does this event differ from previous years(s)?

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(b) Attendance totals for last event: Daily \_\_\_\_\_ Overall \_\_\_\_\_

10. How do you plan to publicize this proposed event? (If available, please attach a copy of the proposed plan or flyer)  
**PLEASE DO NOT PRINT FOR PUBLICATION UNTIL APPROVED BY THE CHARTER TOWNSHIP OF YPSILANTI RECREATION DEPARTMENT.** Please list event web site if available.

11. Do you wish to have any signs, banners or flyers be hung or posted in the park?       Yes       No  
**Describe the proposed locations of the banners, etc.**







\*Charter Township of Ypsilanti Recreation may charge a \$25.00 vending fee for each vendor selling food/merchandise.

19. Will there be displays, literature, or other types of solicitation?  Yes  No  
If yes, please explain: \_\_\_\_\_

20. Are you providing additional portable toilets for your event?  Yes  No  
How many? \_\_\_\_\_ Location: (show on site map) \_\_\_\_\_ Vendor: \_\_\_\_\_

**Notice:** The Charter Township of Ypsilanti Parks and Recreation Department requires you to have 1 (one) restroom facility for every 300 participants. If number needed exceeds what park has available, it will be the organization's/event organizer's responsibility to acquire the necessary number. Proof of payment will be required with application.

21. Please describe how you plan to remove trash from the event site:  
\_\_\_\_\_  
\_\_\_\_\_  
Person responsible for clean-up:  
Contact Name: \_\_\_\_\_ Relationship to organization: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

**Notice:** Each organization will be responsible for cleaning the site and bagging all trash. Bagged trash (10 bag maximum) that is placed by a park trash receptacle will be removed by the Ytown Parks. Failure to do so may result in the reduction or loss of your security deposit. If an event is deemed large enough (over 300 people) to produce more than the 10 bag maximum, it will be the event organizers responsibility to obtain additional trash receptacles and/or dumpsters for removal of trash. Overfill of park trash receptacles will also result in the loss of deposit.

**Security/Safety:**

22. What are your plans for providing security, traffic and/or crowd control: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_

23. What are your parking plans? Overflow parking? \_\_\_\_\_  
\_\_\_\_\_

24. What are your plans for providing emergency/medical services? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Event Entertainment:**

25. Do you plan to provide musical entertainment for this event?  Yes  No

Entire Application Must Be Completed In Full



If yes, please describe: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

26. Will any type of sound amplifying equipment or devices be used in conjunction with this event?  
 Yes       No

If yes, please list type of equipment below:

Type of Equipment	Quantity

27. If musical entertainment is used, please list contact information for sound technicians.

\_\_\_\_\_

28. Do you plan to provide other entertainment for this event?       Yes       No  
 If yes, please describe or attach copy of your planned program: \_\_\_\_\_

\_\_\_\_\_

**Notice:** The sponsoring organization's Event Coordinator must comply with all Charter Township of Ypsilanti's ordinances regarding acceptable noise levels. (Please refer to the Township's Noise Ordinance, Section 46-62 of the Charter Township of Ypsilanti Municipal Code.) It is the event organizer's/applicant's responsibility to be in compliance with all federal and state copyrights laws.

29. Events with animals require additional considerations and Animal Control approval. Are you planning to pursue permission for animals at your event?       Yes       No

30. Are you providing a generator as a power source?       Yes       No

What are the electrical needs for the event: \_\_\_\_\_

Type of equipment i.e., (roasting pans, amplifiers, inflatables, etc.)	Power requirements

31. Are there any special provisions pertaining to your event that have not been addressed on this application?

\_\_\_\_\_



### Event Fees

**Due with Application:**

Application Fee: \$30/non-refundable \$ \_\_\_\_\_

**Fees, Charges and Deposits Schedule:**

Permit Fee: \$100/day \$ \_\_\_\_\_

Vending Fee: \$25 per vendor selling food/merchandise \$ \_\_\_\_\_

**Rental Fees and Charges**

\$ \_\_\_\_\_

**TOTAL:**

\$ \_\_\_\_\_

**Charter Township of Ypsilanti Recreation Department Special Event Application (PARK USE ONLY)**

Date Received: \_\_\_\_\_ Fees Charged: \_\_\_\_\_

Partnership: \_\_\_\_\_ Parks Event: \_\_\_\_\_ Permit #: \_\_\_\_\_

Scheduled Staff Meeting Date: \_\_\_\_\_  Completed  Approved  Declined

Scheduled Park Commission Meeting Date: \_\_\_\_\_  Completed  Approved  Declined

Charter Township of Ypsilanti Staff person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax #: \_\_\_\_\_

E-mail: \_\_\_\_\_

Entire Application Must Be Completed In Full

# memo

To: Ypsilanti Township Board of Trustees  
From: David Streeter, Chair, Ypsilanti Township Park Commission  
CC: Michael Hoffmeister, Angie Verges  
Date: 02/10/2020  
Re: Special Event Application & Policy

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Comments:

Motion of support for the updated Special Event Application & Policy for park usage.

Mr. Hoffmeister presented the proposed draft during the January 6, 2020 Park Commission regular meeting. After review, the Park Commission moved to support the Special Event Application & Policy during the February 3, 2020 regular meeting.



*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](http://www.ytown.org)

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# MEMORANDUM

TO: Ypsilanti Township Board of Trustees

FROM: Mike Hoffmeister, Director – Residential Services Department

DATE: February 5, 2020

RE: **Request authorization to approve the Memorandum of Understanding with mParks and to accept a \$10,000 grant for Infrastructure Enhancements at Appleridge Park**

The Residential Services Department is requesting the Ypsilanti Township Board of Trustees to consider authorization to approve the Memorandum of Understanding with mParks and to accept a \$10,000 grant for Infrastructure Enhancements at Appleridge Park. After applying through mParks, Appleridge Park was selected as a site to be enhanced using grant funding. Small infrastructure enhancements will take place to the park to improve its accessibility, security and usability. The project must be completed by August 30, 2020. This grant is a “reimbursable” grant where Ypsilanti Township will front the cost and be reimbursed by mParks through regular reporting.

Please find attached the MOU with mParks.

Respectfully Submitted,

Mike Hoffmeister  
Director of Residential Services



## **Building Healthy Places (BHP) FY20**

### **Memorandum of Agreement (MOU)**

This Partnership Agreement (Agreement) by and between the Michigan Recreation and Park Association (“mParks”) and the **Charter Township of Ypsilanti** (Partner) for the period from January 20, 2020 to August 30, 2020. The project scope is outlined in this document.

#### **Infrastructure Enhancements:**

Partner agrees to:

- Participate in pre-award meeting to detail grant components, workplan, budget, and reporting requirements.
- Submit final workplan to mParks for approval before beginning infrastructure enhancements
  - Projects can start after Jan. 20, 2020 and must be completed by Aug. 30, 2020.
- Participate in Marketing/Promotion on social media (i.e., Facebook, Instagram, Twitter, etc.) and traditional media (i.e., press release, newsletter, website, etc.).
- Conduct key informant interviews with key staff/partners/community members, including success stories.

#### **Reporting:**

Partner agrees to:

- Submit Monthly Progress Report
  - Due the 1<sup>st</sup> of each month reflecting previous month’s highlights
  - “Monthly Progress Report” Form
  - Include pictures, if feasible
- Submit Monthly Expenditure Report
  - Due the 1<sup>st</sup> of each month reflecting previous months’ expenses
  - “Monthly Expenditure Report” Form
  - Must include receipts, P.O.’s, other forms detailing proof of purchase

Please email completed Monthly Progress Reports & Expenditure Reports by the 1<sup>st</sup> of each month to Kari Woloszyk at [kwoloszyk@mparks.org](mailto:kwoloszyk@mparks.org). If the report due date falls on a weekend or holiday, you have until the next business day to submit.

#### **Program Payment:**

mParks agrees to provide Partner a payment total amount of **\$10,000 for Infrastructure Enhancements at Appleridge Park (2899 East Clark Road, Ypsilanti, MI 48198)**.

Payment will be processed as reimbursements throughout the duration of grant. Payment will be issued monthly after mParks receives a detailed expense report from Partner listing expenses requested for reimbursement and appropriate receipts/purchase orders. Please allow four to six weeks for reimbursements. All expenses must be approved in advance by mParks.

Partner will:

- Submit a monthly expense report detailing the incurred costs under this partnership.
- Partner must include with the expense report a copy of:
  - Time sheets for any hours charged to the grant included in the partnership.
  - Copies of invoices for any enhancement project identified in work plan.

- Capital equipment and food expenditures will not be reimbursed by mParks
- **Any expenses accrued after August 30, 2020 will not be reimbursed.**

Partner agrees that payments received from mParks shall not be used to influence the outcome of any public election or to carry on any voter registration drive and are to be used solely for the purpose of developing and administering the goals of this project. mParks reserves the right to reject any payment request, or part thereof, which in its sole discretion does not comply with the terms of this Agreement.

**Indemnification:** The partner agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless mParks, and the Michigan Department of Health and Human Services (MDHHS) and their officers, directors, employees and agents from and against any and all claims, liabilities, losses and expenses (including reasonable attorney fees) which directly or, indirectly, wholly or partially arise from or in connection with any act or omission of Partner, its employees, or agents in applying for or accepting the program reimbursement in expending or applying the program reimbursement funds, or in carrying out any project supported by the program reimbursement funds except to the extent that such claims, liabilities, losses and expenses arise from or are related to any act of omission of mParks or MDHHS and their officers, directors, employees or agents. Nothing herein shall be construed to waive, limit or restrict any governmental immunity defense available to partner (Ypsilanti Township).

**Changes:** The Partner shall immediately notify mParks about any changes, events or occurrences which significantly affect the ability of the partner to fulfill the activities outlined in this document.

**Records and Access to Information:** The partner shall maintain records of all activities related to or funded under this Agreement, including but not limited to, financial records, receipts and expenditures relating to the partnership. The partner's books and records shall be made available for mParks inspection during normal business hours at the partner's principal place of business for the purpose of making financial audits, verifications or program evaluations as mParks deems necessary concerning the partnership.

**Right to Discontinue Funding:** mParks may terminate this agreement or withhold payment, or both, in its sole discretion, if the partner is unable to carry out the purposes of the grant or fails to meet the terms and conditions of this agreement. If termination or withholding of the payment is being considered by mParks, the partner will be notified of the non-compliance issues and will have a specified period of time to remediate the non-compliance issues cited by mParks. Successful remediation will be determined in the sole discretion of mParks.

**Publicity:** mParks and the partner shall each permit the other to include information regarding the partnership, including the MDHHS, mParks and the partner and the purpose of the partnership in each party's periodic public reports, newsletters and news releases. The partner agrees to acknowledge the support of mParks and MDHHS whenever activities funded pursuant to this Agreement are published in any news media. Any proposed publicity that goes beyond the disclosure described in this section shall require the approval of the other party which shall not be unreasonable withheld.

**Assignment:** The partner shall not transfer or assign responsibility for any obligation of Partner hereunder to another party without the prior written consent of mParks.

**Governing Law:** This Agreement shall be construed in accordance with the laws of the State of Michigan.

**Complete Agreement:** This Agreement constitutes the entire Agreement of the parties as to the subject matter hereof and may not be modified or amended except by written amendment signed by both parties.

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PARTNER



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Clay Summers, mParks

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Date

January 15<sup>th</sup>, 2020

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Date



## *Attachment A: Project Scope*

**Background:** Communities are the places where we live, learn, work, and play. The physical environments and local policies governing our communities can directly influence our health. In partnership with the Michigan Department of Health and Human Services (MDHHS), the Michigan Recreation and Park Association (mParks) are working towards improving our environments, policies, and physical activity opportunities to ensure that all residents have high quality outdoor recreation opportunities that support healthy lifestyles.

In October 2019, mParks received a Building Healthy Places grant opportunity from MDHHS to fund the implementation and evaluation of infrastructure, policy, and physical activity interventions in the western Wayne and eastern Washtenaw regions. These interventions are designed to prevent chronic diseases through community-based population health improvements that promote physical activity through the built environment, focused amongst disparate population groups. Specifically, Building Healthy Places has two primary goals:

- 1) To reduce unhealthy eating by increasing fruit and vegetable access, availability, and consumption
- 2) **To increase physical activity by improving safety, access, and availability for daily recreation and transportation.**

The program aligns with national strategies, the Michigan 4 x 4 Health and Wellness Initiative, the Guide to Community Preventive Services, and objectives of Healthy People 2020 as outlined below:

- Promote quality of life, healthy development, and healthy behaviors across the life span;
- Achieve health equity and the elimination of health disparities;
- Create social and physical environments that promote good health

**Grant Focus:** The current funding award encompasses the physical activity component of Building Healthy Places' initiatives. Specifically, awarded grantees will use this funding for the implementation of sustainable and equitable infrastructure, policy, and exercise opportunity improvements to greenspaces, such as parks and trails, in order to create or enhance access to safe and equitable public spaces for active living in the identified regions of southeast Michigan. By improving the built environment through accessibility and safety of public greenspaces, the project aims to increase the percentage of adults and youth using greenspaces to live an active lifestyle, and ultimately reducing poor health outcomes and health disparities in Michigan.

This grant seeks the implementation of improvements to public greenspaces through:

1. **Infrastructure.** This grant's primary focus is to promote physical activity through improvements to public greenspace environments.

Examples of infrastructure enhancements include (this is not an exhaustive list):

- Installation of lighting sources to improve safe walking and biking conditions
- Renovation or development of fencing, walking paths, trails, and/or signage
- Addition of crosswalks to connect nearby neighborhoods to park or trailheads
- Installation of bike racks, drinking fountains, and benches

The funds cannot be used to purchase playground equipment, but can be used to enhance playground landscaping, such as to install rubber flooring for injury prevention purposes.

- 2. Physical Activity Programming.** Organized exercise opportunities in parks has been shown to further connect public greenspaces to improved community health. Evidence-based recreational activities showcase how to use public greenspaces for physical activity, promote a sense of community around outdoor exercise, and provide an opportunity to evaluate greenspace usage. Within the grant period, Physical Activity awarded grantees will host physical activity programming within local greenspaces. Grantees will select from one of the two physical activity programs to implement.

**Come Out And Play (COAP) (Youth-focused):** Come Out and Play! Is an evidence-based physical education program for youth that promotes overall fitness, learning and fun outdoors! Developed by the Michigan Recreation and Park Association (mParks), COAP empowers youth to use play as a foundation for healthy lifestyle, while also teaching social and emotional health, and intellectual development.

Physical Activity in play is critical for healthy lifestyles and the development of the mind, body, and spirit. As communities across the country are seeking diverse partners to help address the dramatic rise in childhood obesity and combat sedentary lifestyles, COAP is an effective solution that intentionally promotes fitness and physical activity. COAP provides a way for parks and recreation, schools, summer camps, faith-based organizations, and many more to adapt traditional PE to a fun, outdoor-based play experience.

The COAP activities combine cardiovascular, bone and strength promoting play, supports gross motor development, and improves critical thinking and problem-solving skills through creative interactions with nature. Unique to COAP, this program highlights Michigan's great outdoors by using nature as a natural playground, while also connecting youth and their families to greenspace and inspiring environmental stewardship.

Benefits of COAP include:

- Help schools and recreation facilities reach 60 minutes of recommended physical activity
- Promotes moderate to vigorous levels of physical activity
- Engages children, families, and communities to be active in their parks, trails and greenspaces
- Reinforces the significant health and developmental benefits offered through outdoor play environments
- Maximizes community greenspace investments for use during free play, structured physical education, and before/after school programming
- Helps link to potential funding aligned to support health and wellness initiative

Program Components:

1. Facilitator Manual: Overview of COAP and directions to implement program
2. Activity Calendar: Six-day COAP calendar with activities, quests and lessons to teach

3. Activities: Get children moving, tracking steps, and introduces a variety of nature concepts for an average of 20 minutes or more of play
4. Quests: Special activities that challenges families to be physically active together while having fun and enjoying nature
5. Activity Records: Fun way for children to record their daily physical activity (i.e., daily step counts)
6. Step Tracker Recording Sheet: COAP staff records and tracks the number of steps taking by participants during COAP activities daily

*mParks will assist in training and technical assistance with grantees as needed*

**Walk Michigan (Adult/Senior-focused):** Walk Michigan is an eight-week virtual walking program aimed at connecting Michigan parks, trails, and greenways to healthy living. Walking outdoors in parks and on trails is the central activity of Walk Michigan. As a Michigan-based program, participants virtually progress along the 1,259 miles of the Iron Belle Trail by tracking steps during group and individual walks. While designed as a walking program, walking is not the only form of physical activity that everyone enjoys. Simply building on the importance of being active in greenspaces, participants can log other physical activities into miles walked.

Unlike other walking programs, Walk Michigan takes place in local parks, trails and greenways, encourages teamwork and social interaction, and is inclusive to all forms of physical activity.

Program objectives include:

- Improve health and wellness by developing healthy habits that encourage physical activity in greenspaces to help protect physical and emotional health.
- Support a healthy lifestyle through the nature-health connection to prevent/manage illnesses and chronic diseases.
- Strengthen the connection between greenspace physical activity and social support networks as an effective (and sustainable) lifestyle program.
- Promote Michigan parks, trails and greenways as accessible places to be active as part of a healthy lifestyle across a lifespan.

Components of Walk Michigan include:

- Join a team for an 8-week program
  - The 8-weeks can be done consecutively or split into 4-weeks (PRE) and 4-weeks (POST). For example, a 4-week spring program followed up with a 4-week fall program might be the best option to accommodate weather and participation.
- Encourage your family, friends, neighbors, and co-workers to form teams and build a healthy habit using your local greenspaces to be active.
- Report your miles to team captains each week.
- To evaluate the success and benefits of the walking program, entry, exit, and tracking forms of energy, social interaction and satisfaction with their community.

- Participate in community kick-off and celebration events.

*mParks will assist in training and technical assistance with grantees as needed*

7. **(Optional) Policy.** Amendments and/or additions to policy in enhanced public greenspaces can support the overall health and safety of our communities. If applicants propose a health-related policy for the greenspace, such as a Complete Streets or Tobacco-Free policy, or if a health-related policy already exists at the site, then funds could be used to support the adopted policy for items such as signs, crosswalks, or sidewalks. Policy improvements are encouraged but not required.

This grant opportunity maintains the following goals:

1. Develop and/or implement greenspace enhancements that promote active living such as walking and biking.
2. Strengthen the use and connection between greenspace and physical activity through programming, signage, policies, and social support in communities.

mParks will work with awarded communities to promote greenspace enhancements and physical activity programming in their community.

**The timeline for this project is January 20, 2020 through August 30, 2020.**



*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](http://www.ytown.org)

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# MEMORANDUM

TO: Ypsilanti Township Board of Trustees

FROM: Mike Hoffmeister, Director – Residential Services Department

DATE: February 1, 2020

RE: **Request authorization to approve the Connecting Communities Project Agreement with the Washtenaw County Parks & Recreation Commission for Phase #1 of the Huron Street Pathway**

The Residential Services Department is requesting the Ypsilanti Township Board of Trustees to consider authorization to approve the Connecting Communities Project Agreement with the Washtenaw County Parks & Recreation Commission for Phase #1 of the Huron Street Pathway. Phase #1 on Huron Street will construct a trail between Huron River Drive and Joe Hall Drive. This agreement is also acting as the acceptance of the \$150,000 Connecting Communities grant funding awarded from WCPARC. The tentative timeline shows commencement of construction in May of 2020 with completion in July of 2020. Additionally, the Township will be responsible for matching funds to complete the construction of this project. A requested budget amendment will come in front of the board, with exact amounts, when the time comes.

Please find attached the Connecting Communities Project Agreement with WCPARC as well as Attachments B (cost estimates) and C (project maps).

Respectfully Submitted,

Mike Hoffmeister  
Director of Residential Services

**WASHTENAW COUNTY PARKS & RECREATION COMMISSION**

Connecting Communities Project Agreement

PROJECT COMMUNITY: CHARTER TOWNSHIP OF YPSILANTI  
PROJECT TITLE: HURON STREET PATHWAY PHASE #1  
WCPARC FUNDING AMOUNT: \$150,000.00  
WCPARC FUNDING EXPIRATION DATE: 11/12/2021 (see Section 3)  
PROJECT AGREEMENT EXPIRATION DATE: 12/31/2039

**RECIPIENT**

This Project Agreement is entered into by and between Washtenaw County Parks & Recreation Commission (hereinafter called WCPARC) and CHARTER TOWNSHIP OF YPSILANTI (hereinafter called the "GRANTEE"). Whereas WCPARC desires to award a grant to GRANTEE for a certain project for the improvement and enhancement of GRANTEE's greenway on HURON STREET as specified herein ("Project") which Project is more fully described in ATTACHMENT A, attached hereto. Now, therefore, the contracting parties hereto mutually agree as follows:

**SECTION 1**

**SCOPE OF PROJECT**

The GRANTEE verifies that it has the appropriate authority to proceed, by Resolution or otherwise, and shall perform the Project, as specified and described in The Scope of Project (ATTACHMENT B), attached hereto and incorporated herein, in a satisfactory and proper manner as determined by WCPARC. The Project shall be completed in accordance with the Site Development Plan which is attached as ATTACHMENT C to this Agreement. The scope of the Project may be modified or supplemented only by the written agreement of the parties to this Project Agreement. Amendments and revisions to the project will be accepted by WCPARC only under the following conditions:

The GRANTEE may not change the use or planned use of any real property acquired or improved in whole or in part using WCPARC funds unless the GRANTEE provides affected citizens and WCPARC with reasonable notice of, and opportunity to comment on, any such proposed change and either:

- a. The new use of such property qualifies as benefiting primarily persons in WCPARC's jurisdiction and is primarily related to park, trail, and/or recreational activities (as determined by WCPARC); or
- b. If the GRANTEE determines, after consultation with WCPARC and affected citizens, that it is appropriate to change the use of the property to a use which does not benefit primarily park, trail or recreation activities, the GRANTEE may retain or dispose of the property for such use if WCPARC is reimbursed in the amount of the grant money being provided pursuant to this Project Agreement. Reimbursement for said grant shall be paid to WCPARC at the time of closing.

This requirement shall be in force for 20 years following the completion of construction of the improvement being undertaken in the Project.

**SECTION 2  
FUNDS AND PAYMENT**

A. It is agreed by the parties to this Project Agreement that no obligations for payment under this Project Agreement shall be incurred by WCPARC until after the GRANTEE has been advised by WCPARC that funds for the GRANTEE have been made available for the project specified in this Project Agreement.

B. Total WCPARC funds to the GRANTEE for this project shall not exceed One Hundred Fifty Thousand Dollars and no cents, (\$150,000.00). Funds are to be used for project construction only. Payment shall be made as follows: \$75,000.00 shall be paid when construction on the Project is 50% complete; and the remaining \$75,000.00 shall be paid when all remaining construction is complete. In order to receive payment, GRANTEE shall provide an invoice for reimbursement, which shall be submitted to WCPARC and shall provide substantiation, including paid invoices and a signed statement from the project engineer certifying that the percentage of construction has been completed as required.

C. Disbursement of funds will not be made without properly authorized and executed statements, attachments, requisitions and supportive records.

**SECTION 3  
TIME OF PERFORMANCE**

The GRANTEE shall commence the Project as soon as practicable upon entering into a Project Agreement with WCPARC. Should the GRANTEE not enter into a contract with a third-party contractor for construction of the project, or otherwise commence construction, by 11/12/2021 (two years after the date that WCPARC authorized the funding), WCPARC reserves the right to withdraw all funding for the Project. Any requests for extensions must be submitted in writing and approved by WCPARC in advance of the project expiration date.

**SECTION 4  
RECORDS, REPORTS AND INSPECTIONS**

A. The GRANTEE shall establish and maintain records in accordance with requirements prescribed by WCPARC with respect to all matters covered by the Project Agreement. Such records shall include, but not be limited to, the following:

1. Financial management records, which identify adequately the expenditure of funds to be requested for reimbursement for grant supported activities;
2. Records regarding compliance by all contractors performing work with grant funds. Except as otherwise authorized by WCPARC, the GRANTEE shall retain all records for a period of three (3) years after receipt of the final payment under this Project Agreement or termination of this Project Agreement.

B. The GRANTEE shall support all costs by properly executed invoices, contracts, vouchers, orders and any other accounting documents pertaining in whole or in part to this Project Agreement and shall be clearly identified and readily accessible.

C. The GRANTEE shall furnish to WCPARC such statements, records, reports, data and information as WCPARC may request pertaining to matters covered by this Project Agreement. All of the material prepared and/or assembled by the GRANTEE under this

Project Agreement is public information and may be made available to anyone without prior written approval of the GRANTEE or WCPARC (unless specifically exempt from disclosure by law).

D. The GRANTEE shall at any time during normal business hours make available to WCPARC for examination all of its records with respect to matters covered by this Project Agreement and shall permit WCPARC or its designated authorized representative to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Project Agreement (to the extent allowed by law).

E. WCPARC staff shall have access to grant-assisted facilities at all times for inspection purposes to ensure GRANTEE's continued compliance with program regulations. It shall be understood by the GRANTEE that a WCPARC representative may make periodic inspections of the project as construction progresses and that a final inspection and acceptance of the completed project must be made by a representative or agent of WCPARC prior to final grant payment (reimbursement) to the GRANTEE.

F. The GRANTEE is responsible for completing and returning, in a timely manner, any project progress reports that may be sent out by WCPARC before, during, and/or after completion of any project.

**SECTION 5  
COMPLIANCE WITH LAW**

The Grantee shall comply with all applicable laws, ordinances and codes of the United States, the State of Michigan and local governments.

**SECTION 6  
ASSIGNABILITY**

The GRANTEE shall not assign any interest in this Project Agreement without the prior written consent of WCPARC.

**SECTION 7  
TERMINATION**

If the GRANTEE violates any provision of this Project Agreement, WCPARC may terminate this Project Agreement in whole or in part, at its discretion, unless the GRANTEE causes such violation to be corrected within a period of thirty (30) days after written notice is received specifying the violation.

If WCPARC terminates this Project Agreement, in whole or in part, termination shall be effected by the issuance of a written notice of termination, which shall specify the extent of the termination and the date upon which such termination shall become effective.

**SECTION 8  
AMENDMENTS**

All amendments, notices, requests, objections and/or consents of any kind made pursuant to this Agreement shall be in writing.



**SECTION 9  
INDEMNIFICATION**

To the extent allowed by law, the GRANTEE agrees to protect, indemnify and hold WCPARC harmless from and against any and all damages, suits, claims, demands, causes of action or pretended causes of action arising out of any failure of the GRANTEE to comply with all applicable laws enacted now or to be enacted in the future as the same may apply to the subject matter of this Project Agreement and all damages, suits, claims, demands, or causes of action arising from any injury to person or damage to property directly and exclusively caused by the GRANTEE, its officers, agents, employees or independent contractors in the performance of any of the activities arising out of this Project Agreement. The GRANTEE shall be required to assume the defense of WCPARC in any claim or suit covered by this Section and shall pay all costs, expenses and reasonable attorney fees incurred by WCPARC. Nothing herein shall be construed to waive, limit or restrict any governmental immunity defense available to the GRANTEE.

**SECTION 10  
INSURANCE**

GRANTEE agrees that all contracts entered into between GRANTEE and any contractor/subcontractor to perform work associated with this project will provide all appropriate lines and limits of insurance. Insurances may include general liability, worker's compensation, automobile liability and any other insurance deemed to be appropriate by GRANTEE. Washtenaw County and GRANTEE shall be listed as *additional insureds* on any contractor's or subcontractor's general liability insurance that are engaged by GRANTEE to perform work on this Project.

**SECTION 11  
SIGNAGE/GRANT ACKNOWLEDGEMENT**

Subject to any applicable local ordinances, GRANTEE shall post a grant acknowledgment sign in a prominent area at the grant-assisted project site. The required specifications for its construction will be furnished by the GRANTEE and approved by WCPARC, and must include no less than the WCPARC logo, Program Name ("Connecting Communities") and the Project Name. The sign shall be posted in an area for public view for the duration of the project (both during and after construction). All signage permits are the responsibility of the GRANTEE.

**SECTION 12  
TRAIL MAINTENANCE**

GRANTEE shall keep the pathway in reasonable repair and shall maintain the pathway consistent with the GRANTEE's maintenance of other pathways for non-motorized travel. WCPARC shall have no duty to maintain the pathway referenced under the terms of this Agreement.

**SECTION 13  
ACCESSIBILITY**

All projects must comply with Americans with Disabilities Act of 1990.

**SECTION 14  
ATTACHMENTS**

All attachments given reference to in this Project Agreement are mandatory and hereby incorporated as though fully set forth herein:

**Attachment A – Contact/Location Information**

**Attachment B – Scope of Project**

**Attachment C – Site Development Plan**

As the individual duly designated to represent the GRANTEE, I do hereby certify that the information presented in this Contract and the referenced Attachments is true and correct. I do further certify that the project will be completed in accordance with the provisions set forth in this contract and that the GRANTEE has the financial resources to initially fund one hundred percent (100%) of the proposed project within the time frame imposed by WCPARC, prior to receiving WCPARC grant reimbursement.

**Name of Grantee: Charter Township of Ypsilanti**

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Signature & Date: \_\_\_\_\_  
(Date)

Attested by: \_\_\_\_\_  
(Print Name and Title)

Signature & Date: \_\_\_\_\_  
(Date)

ATTESTED TO:

WASHTENAW COUNTY

By: \_\_\_\_\_  
Lawrence Kestenbaum (DATE)  
County Clerk/Register

By: \_\_\_\_\_  
Coy P. Vaughn (DATE)  
Director, Parks & Recreation

APPROVED AS TO FORM:

GRANTEE

By: \_\_\_\_\_  
Curtis N. Hedger (DATE)  
Office of Corporation Counsel

By: \_\_\_\_\_  
Brenda Stumbo (DATE)  
Supervisor, Charter Township of Ypsilanti

Revised 9-30-10 IJR

**ATTACHMENT A  
- CONTACT/LOCATION INFORMATION -**

**A: PROJECT SPONSOR INFORMATION** (Please fill out this section completely)

Project Sponsor: CHARTER TOWNSHIP OF YPSILANTI

Project Title: HURON STREET PATHWAY PHASE #1

Physical Address/Location of Project: Huron Street between S Huron River Drive and Joe Hall Drive

Project Sponsor Address: 7200 S. Huron River Drive, Ypsilanti, MI 48197

**B: PROJECT CONTACT INFORMATION** (Please fill out this section completely)

Contact Name: Mike Hoffmeister

Contact Title: Residential Services Director

Contact Organization: Charter Township of Ypsilanti

Contact Address: 7200 S. Huron River Drive, Ypsilanti, MI 48197

Phone: 734-544-3515

Fax: 734-544-3888

Email: mhoffmeister@ytown.org

Contact Name: Kira Macyda

Contact Title: Park Planner

Contact Organization: Washtenaw County Parks & Recreation Commission

Contact Address: 2230 Platt Road, Ann Arbor, MI 48107

Phone: 734-971-6337, ext. 321

Email: macydak@washtenaw.org

**ATTACHMENT B  
-SCOPE OF PROJECT -**

Provide a detailed description of the project to be undertaken, the project budget/funding, and the schedule for completion. The project scope must be consistent with the Connecting Communities application that has been approved and/or amended by, and on file with, WCPARC.

The project to be undertaken is a new trail to be built on Huron Street between Huron River Drive and Joe Hall Drive in the Charter Township of Ypsilanti. The proposed pathway would provide a community connection to existing pathways and several pedestrian destinations, including businesses, churches and other facilities. Huron Street has a high volume of pedestrian traffic. Pedestrians often walk along the shoulder of Huron Street, resulting in unsafe conditions. Huron Street is also a major connector to large employment centers. This pathway will enable residents to reach large shopping areas, employment and services. Additionally, the possibility of a YMCA being building along Huron Street is becoming a reality, adding to the validity of this project.

The estimated project budget is \$310,000. \*Attached is that estimate of cost from our design consultants.

Additionally, you can find below a very preliminary estimated project timeline as it stands now.

May 22 – Commence Construction

July 3 – Substantial Completion

July 31 – Project Final Completion



**ATTACHMENT C  
- SITE DEVELOPMENT PLAN -**

Provide a Site Development Plan and/or construction drawings for the project, labeled Attachment C, to be kept on file at WCPARC offices. The plans shall be consistent with the Connecting Communities application that has been approved and/or amended by, and on file with, WCPARC.

Attached are the maps of the proposed project for the trail on Huron Street between Huron River Drive and Joe Hall Drive.



# OPINION OF PROBABLE CONSTRUCTION COST

ORCHARD, HILTZ & McCLIMENT, INC.  
34000 Plymouth Road, Livonia, Michigan, 48150

Telephone: (734) 522-6711 FAX: (734) 522-6427

PROJECT: Huron Street Pathway Phase #1  
 LOCATION: Huron St from Joe Hall Dr to S. Huron River Dr  
 WORK: Pathway Project

DATE: August 28, 2019  
 PROJECT #: 0098-13-0021  
 ESTIMATOR: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 CURRENT ENR: \_\_\_\_\_

ITEM CODE	DESCRIPTION	UNIT	TOTAL	UNIT PRICE	COST
<b>CATEGORY 1 -Removal</b>					
2027050	Tree Trimming	Ea	3	\$ 200.00	\$ 600.00
2040020	Curb and Gutter, Rem	Ft	126	\$ 10.00	\$ 1,260.00
2040050	Pavt, Rem	Syd	198	\$ 9.00	\$ 1,782.00
2050041	Subgrade Undercutting, Type II	Cyd	91	\$ 25.00	\$ 2,275.00
2080020	Erosion Control, Inlet Protection, Fabric Drop	Ea	8	\$ 100.00	\$ 800.00
2080036	Erosion Control, Silt Fence	Ft	2454	\$ 2.00	\$ 4,908.00
<b>CATEGORY 2 -Construction</b>					
2067050	Adjust Drainage/Utility Structure	Ea	3	\$ 650.00	\$ 1,950.00
3027002	Station Grading	Sta	25.2	\$ 1,000.00	\$ 25,200.00
3027031	Aggregate Base, 21AA Limestone, 6 inch	Ton	1223	\$ 30.00	\$ 36,690.00
3027031	Aggregate Base, 21AA Limestone, 9 inch	Ton	62	\$ 45.00	\$ 2,790.00
3047031	Hand Patching	Ton	1	\$ 350.00	\$ 350.00
4030290	Dr Structure, Cleaning	Ea	1	\$ 350.00	\$ 350.00
5017031	HMA, 13A, Leveling Course	Ton	11	\$ 150.00	\$ 1,650.00
5017031	HMA, 13A, Wearing Course	Ton	11	\$ 150.00	\$ 1,650.00
5017031	HMA, 13A, Pathway, 3 inch	Ton	552	\$ 160.00	\$ 88,320.00
8020038	Curb and Gutter, Conc, Det F4	Ft	42	\$ 20.00	\$ 840.00
8030010	Detectable Warning Surface	Ft	18	\$ 38.00	\$ 684.00
8030036	Sidewalk Ramp, Conc, 6 inch	Sft	280	\$ 12.00	\$ 3,360.00
8030046	Sidewalk, Conc, 6 inch	Sft	1280	\$ 10.00	\$ 12,800.00
8077050	Sign, Rem, Salv, and Reset	Ea	8	\$ 100.00	\$ 800.00
8110111	Pavt Mrkg, Polyurea, 12 inch, White	Ft	288	\$ 1.75	\$ 504.00
8110114	Pavt Mrkg, Polyurea, 24 inch, Stop Bar	Ft	80	\$ 4.00	\$ 320.00
8167002	Turf Establishment	Sta	28	\$ 500.00	\$ 14,000.00
<b>CATEGORY 3 -Misc</b>					
1027051	Mobilization, Max. 5%	LSUM	1	\$ 10,520.00	\$ 10,520.00
1047051	Audio/Visual Route Survey	LSUM	1	\$ 2,000.00	\$ 2,000.00
1047051	Permit Allowance	LSUM	1	\$ 2,500.00	\$ 2,500.00
1047051	Traffic Maintenance and Control	LSUM	1	\$ 5,000.00	\$ 5,000.00
<b>SUBTOTAL FOR CATEGORY 1 -Removal</b>					\$ 11,625.00
<b>SUBTOTAL FOR CATEGORY 2 -Construction</b>					\$ 192,258.00
<b>SUBTOTAL FOR CATEGORY 3 -Misc</b>					\$ 20,020.00
<b>CONTINGENCY ( 10% )</b>					\$ 22,390.30
<b>DESIGN AND CE SERVICES (25%)</b>					\$ 61,573.33
<b>TOTAL OPINION OF PROBABLE CONSTRUCTION COST =</b>					<b>\$ 307,900.00</b>



# Huron Street Pathway Phase #1 Project Limits

## Legend

 Pathway





# Huron Street Pathway Phase #1

Map #1

### Legend

- Sign
- Pole
- Manhole/Catch Basin
- Concrete (8ft wide)
- Asphalt Pathway (10ft wide)

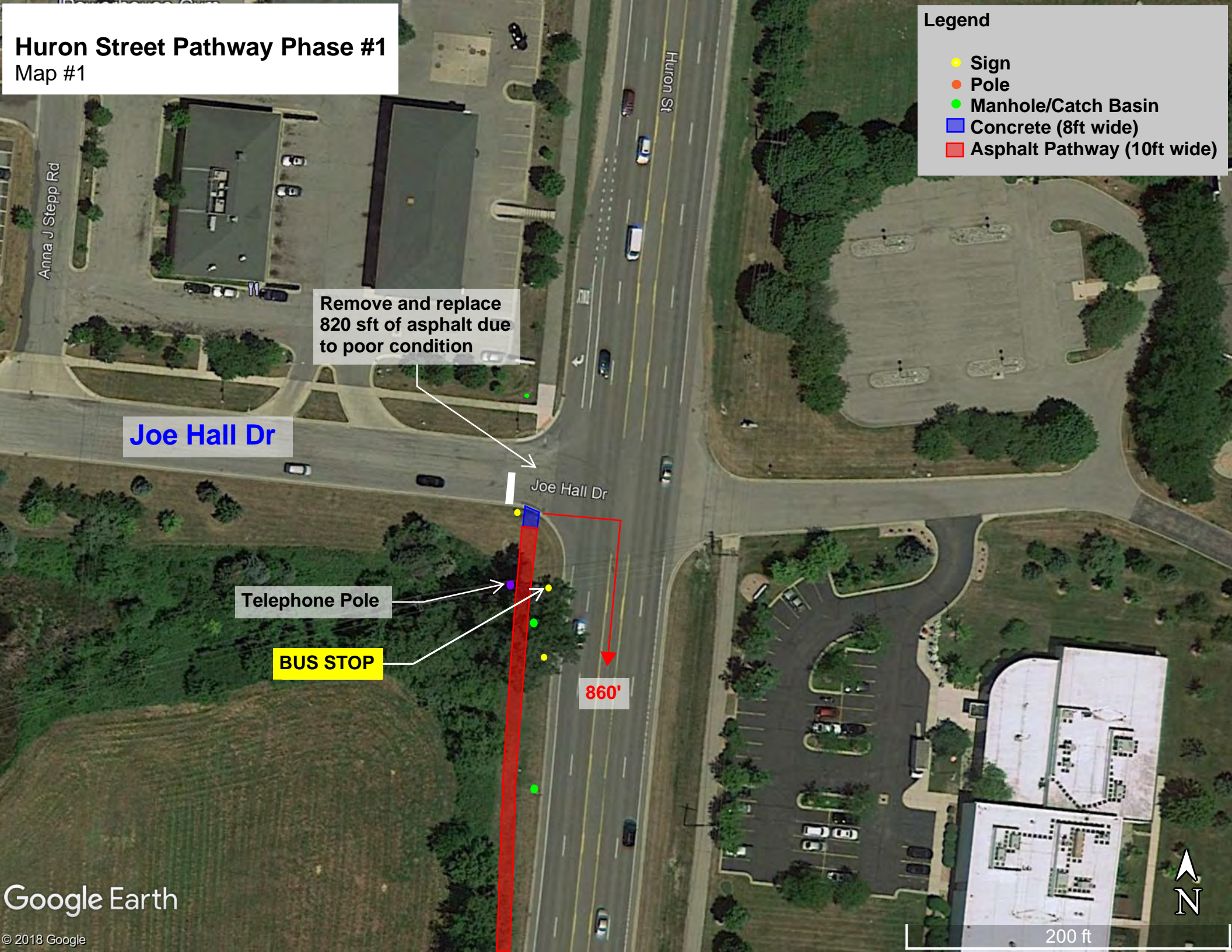
Remove and replace  
820 sft of asphalt due  
to poor condition

**Joe Hall Dr**

Telephone Pole

**BUS STOP**

860'





# Huron Street Pathway Phase #1

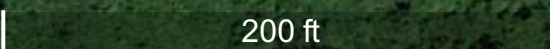
Map #2

**Legend**

- Sign
- Pole
- Manhole/Catch Basin
- Concrete (8ft wide)
- Asphalt Pathway (10ft wide)

860'

Tree Trimming



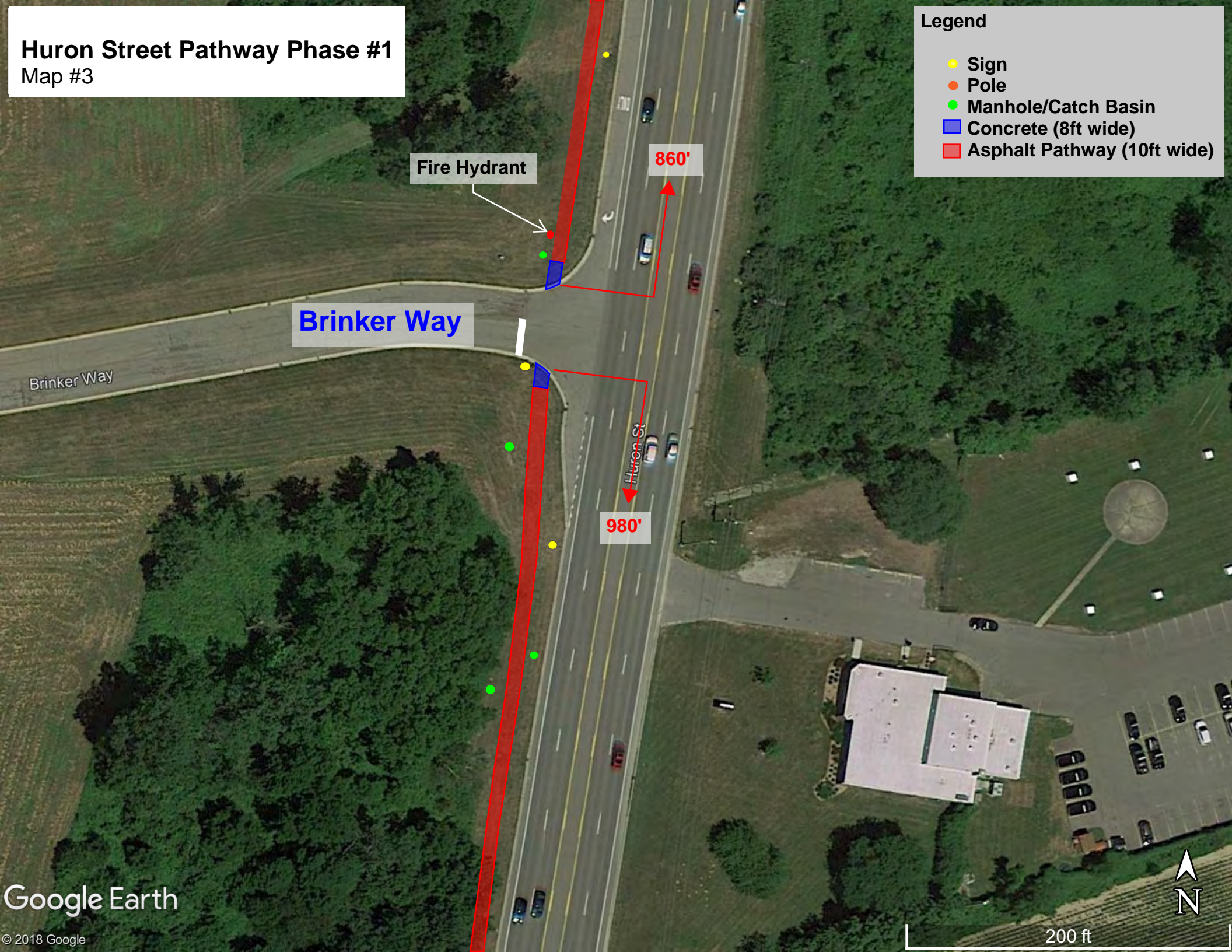


# Huron Street Pathway Phase #1

Map #3

**Legend**

- Sign
- Pole
- Manhole/Catch Basin
- Concrete (8ft wide)
- Asphalt Pathway (10ft wide)



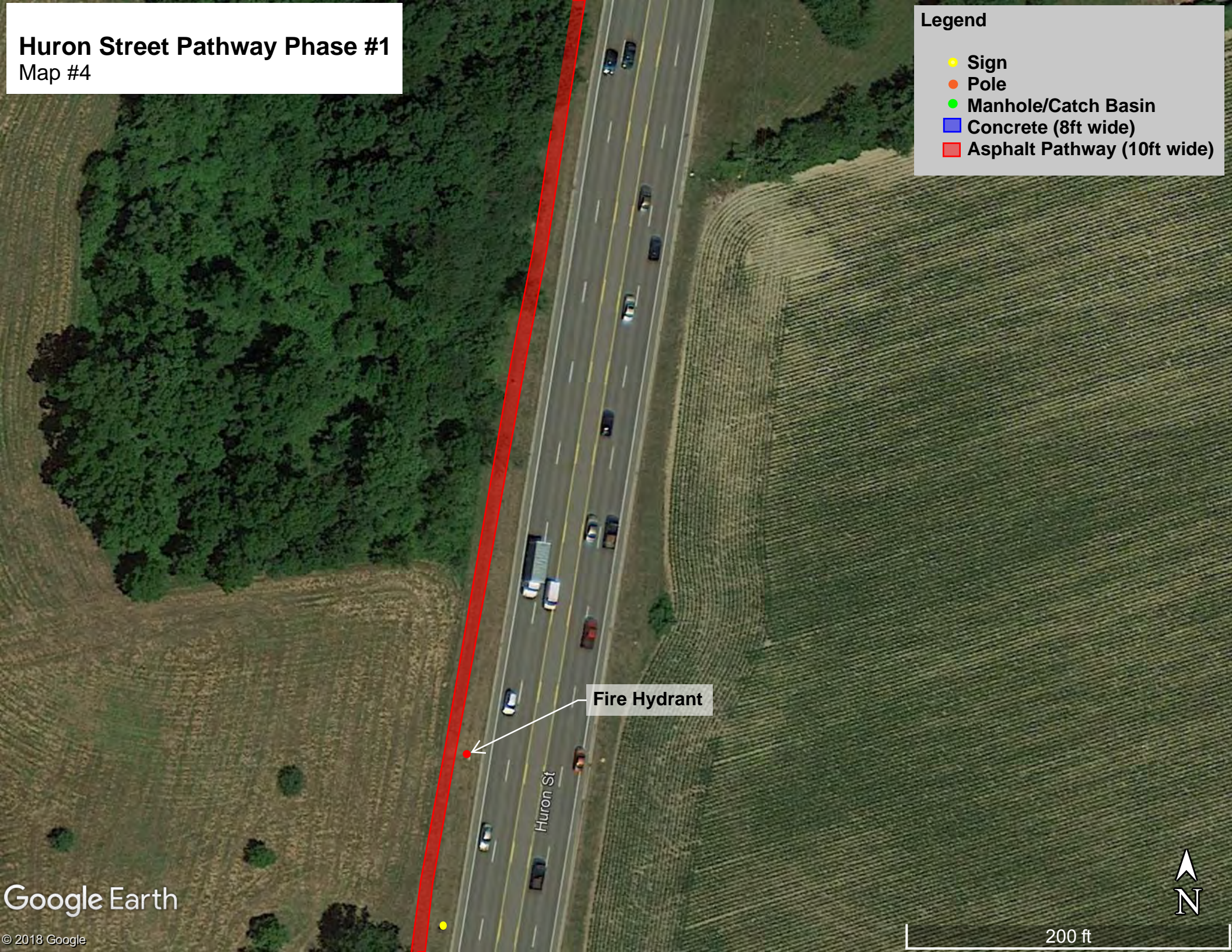


# Huron Street Pathway Phase #1

Map #4

**Legend**

- Sign
- Pole
- Manhole/Catch Basin
- Concrete (8ft wide)
- Asphalt Pathway (10ft wide)



Fire Hydrant

Huron St



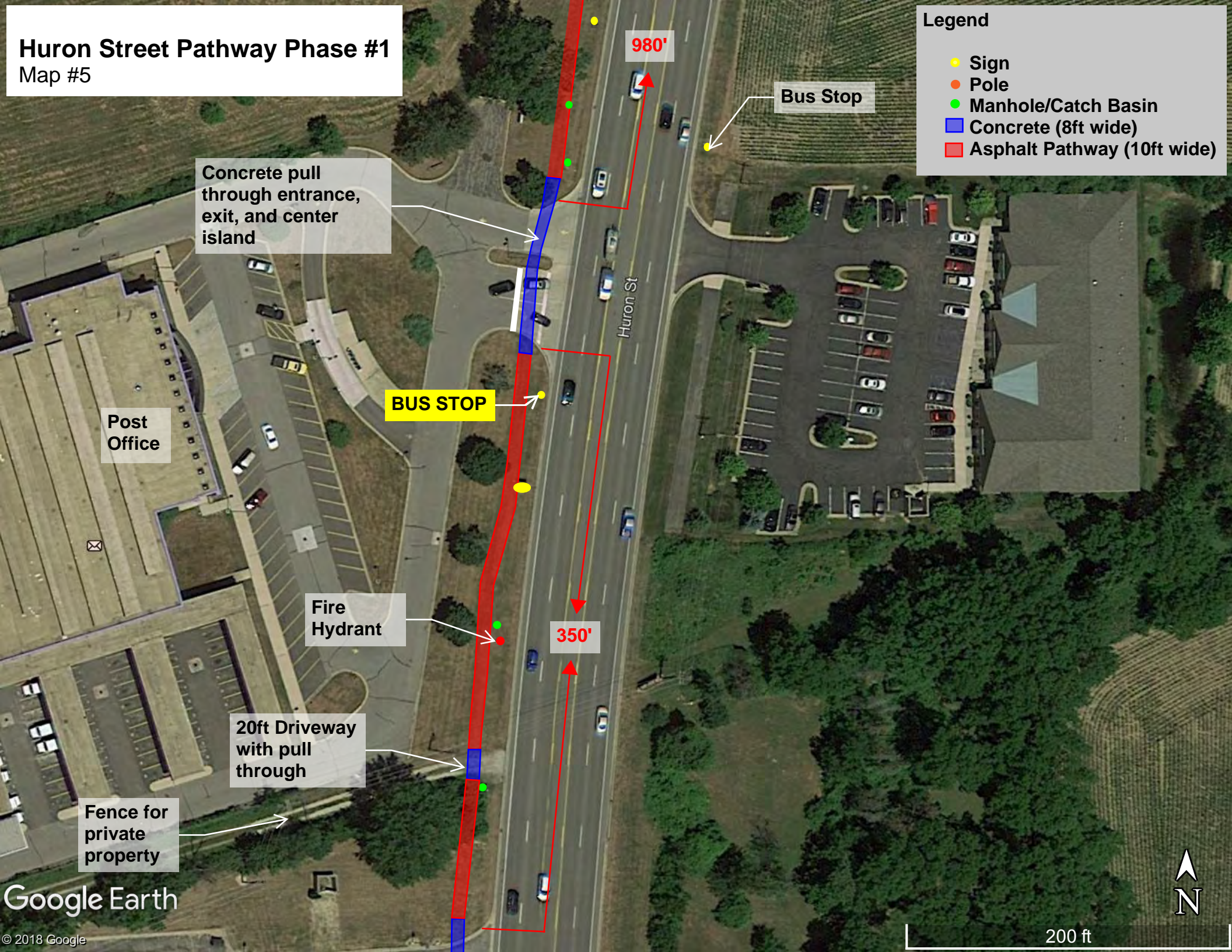


# Huron Street Pathway Phase #1

Map #5

### Legend

- Sign
- Pole
- Manhole/Catch Basin
- Concrete (8ft wide)
- Asphalt Pathway (10ft wide)



Concrete pull through entrance, exit, and center island

Bus Stop

Post Office

**BUS STOP**

Fire Hydrant

350'

20ft Driveway with pull through

Fence for private property

Huron St

980'



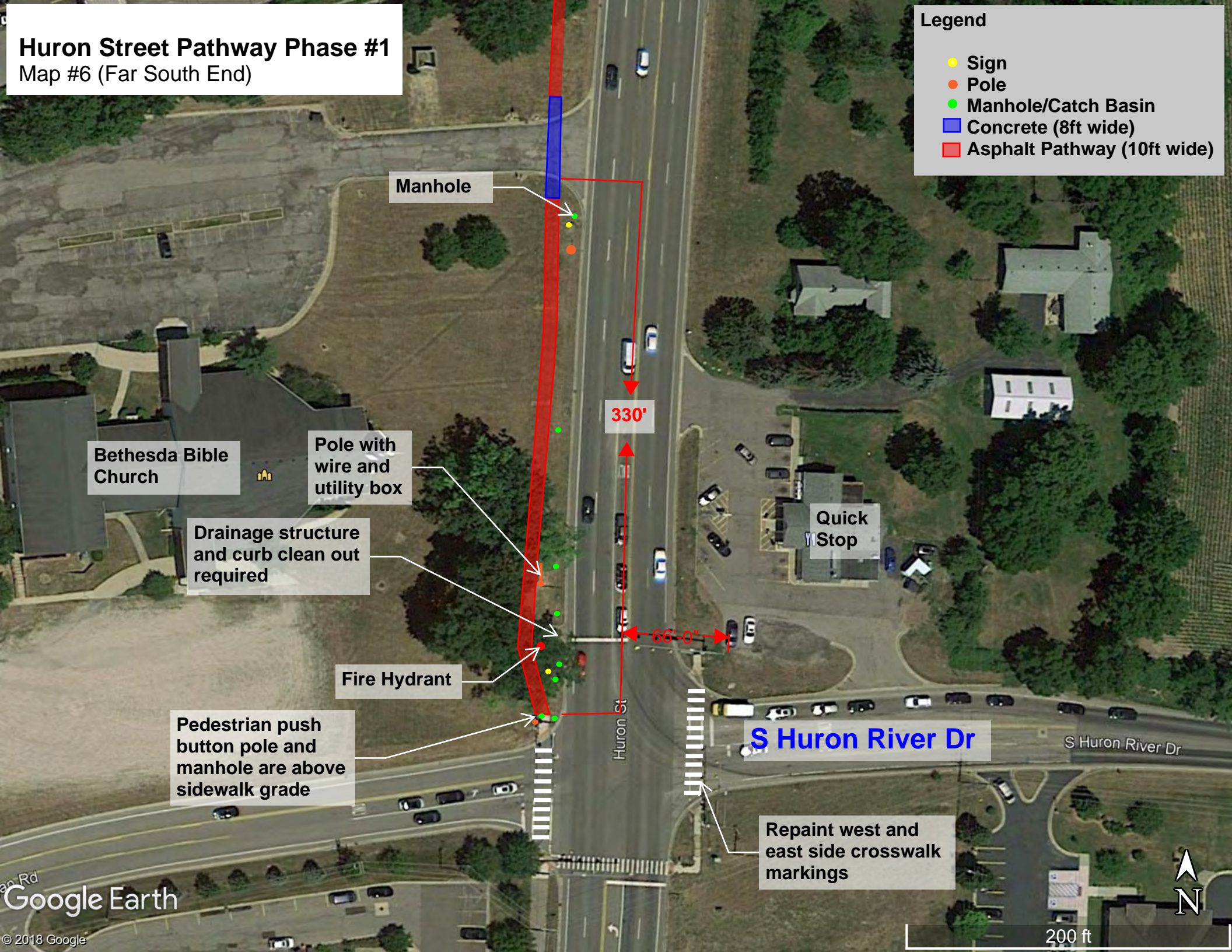


# Huron Street Pathway Phase #1

Map #6 (Far South End)

**Legend**

- Sign
- Pole
- Manhole/Catch Basin
- Concrete (8ft wide)
- Asphalt Pathway (10ft wide)



Manhole

Bethesda Bible Church

Pole with wire and utility box

Drainage structure and curb clean out required

Fire Hydrant

Pedestrian push button pole and manhole are above sidewalk grade

330'

66'-0"

Quick Stop

S Huron River Dr

Repaint west and east side crosswalk markings





*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](http://www.ytown.org)

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# MEMORANDUM

TO: Ypsilanti Township Board of Trustees

FROM: Mike Hoffmeister, Director – Residential Services Department

DATE: February 6, 2020

RE: **Request authorization to approve Additional Services Agreement with Spicer Group for the Community Center Park Tennis Court Improvement project in the amount of \$1,500 and budgeted in #212-212.000-801.000; BSR II Professional Services**

The Residential Services Department is requesting the Ypsilanti Township Board of Trustees to consider authorization to approve the attached Additional Services Agreement with Spicer Group for the Community Center Park Tennis Court Improvement project. This additional services agreement will allow Spicer to assist with and complete a State Historic Preservation Office (SHPO) clearance as part of the Land and Water Conservation (LWCF) grant requirements. This additional service will cost the Township \$1,500 for completion and is budgeted in #212-212.000-801.000; Capital Outlay – Community Center.

Respectfully Submitted,

Mike Hoffmeister  
Director of Residential Services

January 27, 2020

Michael Hoffmeister  
Ypsilanti Charter Township  
7200 S Huron River Dr  
Ypsilanti, MI 48197

RE: Community Center Park Tennis and Pickleball Courts  
Ypsilanti Charter Township, Michigan  
Additional Services for SHPO Section 106 Project Review

Mr. Hoffmeister:

At your request, we are furnishing you with this Additional Services Agreement to complete a State Historic Preservation Office (SHPO) Section 106 Project Review for the Community Center Park Improvements Project. SHPO clearance is part of the Land and Water Conservation Fund (LWCF) grant requirements. LWCF grants are federal pass-through grants from the National Park Service. This Agreement serves to modify the scope and budget outlined in our previous Letter Agreement dated August 7, 2019 and executed August 21, 2019.

#### **BACKGROUND**

Ypsilanti Charter Township has previously contracted with Spicer Group to prepare an application for a Michigan Department of Natural Resources (MDNR) grant to reconstruct tennis courts at Community Center Park. We have identified the LWCF grant as the most suitable of the MDNR grants for this particular project.

Late in 2019, the 2020 LWCF Application Guidelines were released, which require SHPO clearance as part of the grant application process. This is a new requirement this year, as in the past SHPO clearance was not required until after the grant was awarded. We were not aware this change was coming at the time of our original Letter Agreement to complete the grant application.

#### **SCOPE**

Listed below is our proposed scope of work to complete the SHPO Project Review.

- A. Complete the Application for Section 106 Review form including the following sections:
  1. General Information
  2. Ground Disturbing Activity
  3. Project Work Description – including developing a map showing the Area of Potential Effect (APE)
  4. Identification of Historic Properties
  5. Photographs
  6. Determination of Effect

January 27, 2020

Page 2 of 2

- B. As part of the identification of historic properties, we will visit the SHPO office in Lansing to examine previous records of the area. The in-person visit is a SHPO requirement. Findings will be incorporated into the review as needed.

**FEE SCHEDULE**

Our fee to complete the SHPO Section 106 Project Review is **\$1,500**. This will be added to our previous agreement as a new phase of work.

We will bill you hourly based upon our effort completed during the billing period. We will submit monthly invoices to you for our professional services, any additional authorized services, and any reimbursable expenses.

If this proposal meets with your approval, please acknowledge this approval with an authorized signature below and return one of the enclosed copies to us.

We deeply appreciate your confidence in Spicer, and we look forward to working with you and for you on your project.

Sincerely,



**Phil Westmoreland, P.E.**  
Senior Project Manager



**Kevin J Wilks, P.E.**  
Project Manager  
**SPICER GROUP, INC.**  
125 Helle Blvd, Suite 2  
Dundee, MI 48131  
Cell: (616) 550-7837  
mailto: [kevinw@spicergroup.com](mailto:kevinw@spicergroup.com)

\_\_\_\_\_  
Above proposal accepted and approved by Owner.

**YPSILANTI CHARTER TOWNSHIP**

By: \_\_\_\_\_  
Brenda Stumbo, Supervisor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Karen Lovejoy Roe, Clerk

Date: \_\_\_\_\_

Cc: SGI File 127618SG2019



*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

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Fax: (734)544-3501

[www.ytown.org](http://www.ytown.org)

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# MEMORANDUM

TO: Ypsilanti Township Board of Trustees

FROM: Mike Hoffmeister, Director – Residential Services Department

DATE: February 5, 2020

RE: **Request authorization to approve the Merchant Agreement with Global Payments for credit card processing with the Civic Rec software program at the Community Center.**

The Residential Services Department is requesting the Ypsilanti Township Board of Trustees to consider approving the Merchant Agreement with Global Payments for credit card processing with the Civic Rec software program at the Community Center. This shows that the Township will be charged 3.0% for all major credit card processing.

Respectfully Submitted,

Mike Hoffmeister  
Director of Residential Services



## Merchant Application

Business Information			
Merchant's DBA Name/Outlet Name: Charter Township of Ypsilanti		Merchant's Legal Name: Charter Township of Ypsilanti	
Physical Street Address (No P.O. Box): 7200 S. Huron River Drive		Legal Address: 7200 S. Huron River Drive	
City, State, Zip: Ypsilanti, MI 48197		City, State, Zip: Ypsilanti, MI 48197	
DBA Phone: (734) 544-3800	Fax:	Corp. Phone: (734) 544-3800	Fax:
Contact Name at this Address: Angela Verges		Contact Name at this Address: Angela Verges	
E-Mail: averges@ytown.org		E-Mail: averges@ytown.org	
Customer Service Phone # (Required for MOTO and Internet merchants only): (734) 544-3800			
Website Address (Required for Internet merchants): https://ytown.org/recreation-community-center			

Merchant Profile	Amex/Visa/MasterCard/Discover Information
<b>Ticker Symbol:</b> Type of Ownership: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Professional Assoc <input type="checkbox"/> Tax Exempt Org (501C: <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 10) <input checked="" type="checkbox"/> Government/Municipality	<b>Market Type:</b> <input checked="" type="checkbox"/> Retail <input type="checkbox"/> Supermarket <input type="checkbox"/> Restaurant <input type="checkbox"/> Emerging Market <input type="checkbox"/> Lodging <input type="checkbox"/> Public Sector <input type="checkbox"/> MOTO <input type="checkbox"/> Auto Rental <input type="checkbox"/> P-card <input type="checkbox"/> Cash Advance <input type="checkbox"/> E-commerce <input type="checkbox"/> Other
Type of Goods or Services Sold: Parks & Recreation	<b>SIC Code:</b> 9399
Years in business under current ownership: 45	<b>Federal Tax ID#</b> 3   8   6   0   0   7   4   3   3
Do you currently accept Amex/Visa/MasterCard/Discover? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Does merchant accept transactions before the customer receives product or service? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No How long does customer wait before product is received? _____ % of sales in this category _____ % cost that is prepayment? _____ Duration of extended service or benefit (in weeks) _____ Does merchant offer warranties, dues, subscriptions, memberships or other extended services? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual Amex/Visa/MC/Discover Sales: <u>\$240,000</u> Average Ticket: <u>\$150</u> Total Amex/Visa/MC/Discover Sales (multiple locations only): <u>\$240,000</u>	

Member Bank (Acquirer) Information
Wells Fargo Bank, P.O. Box 6079 – Concord, CA 94524 – (844) 284-6834

Important Member Bank (Acquirer) Responsibilities	Important Merchant Responsibilities
<ol style="list-style-type: none"> <li>1. A Visa Member is the <b>only entity</b> approved to extend acceptance of Visa products directly to a merchant.</li> <li>2. A Visa Member must be a principal (signer) to the Merchant Agreement.</li> <li>3. The Visa Member is responsible for and must provide settlement funds to the merchant.</li> <li>4. The Visa Member is responsible for all funds held in reserve that are derived from settlement.</li> <li>5. The Visa Member is responsible for educating merchants on pertinent Visa International Operating Regulations with which merchants must comply.</li> </ol>	<ol style="list-style-type: none"> <li>1. Ensure compliance with cardholder data security and storage requirements.</li> <li>2. Maintain fraud and chargebacks below thresholds.</li> <li>3. Review and understand the terms of the Merchant Agreement.</li> <li>4. Comply with Visa International Operating Regulations.</li> </ol>

Merchant Resources	Important Merchant Responsibilities
<ul style="list-style-type: none"> <li>You may download "Visa Regulations" from Visa at: <a href="https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf">https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf</a></li> <li>You may download "MasterCard Rules" from MasterCard at: <a href="http://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html">http://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html</a></li> <li>You may download additional merchant information from Discover at: <a href="http://www.discovernetwork.com/merchants/index.html">http://www.discovernetwork.com/merchants/index.html</a></li> <li>You may download "American Express Merchant Operating Requirements" at: <a href="https://icm.aexp-static.com/Internet/NGMS/US_en/Images/MerchantPolicyOptBlue.pdf">https://icm.aexp-static.com/Internet/NGMS/US_en/Images/MerchantPolicyOptBlue.pdf</a></li> </ul>	The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa member (acquirer) is the ultimate authority should the merchant have any problems.

Merchant's Signature: X	Name (printed): Angela Verges	Title: Rec Serv Mangr	Date
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For questions regarding Card Services, contact: Customer Service within 60 days of the date of the statement and/or notice. Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA 30326 or call: 1-800-367-2638.

Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Merchant Initials: \_\_\_\_\_ #2

**Credit/Debit Card Services and Fee Schedule\***

Plan Type	New	Existing	Existing Merchant No.	Discount Rate	Per Item	Per Auth.
<input checked="" type="checkbox"/> VISA Credit	<input checked="" type="checkbox"/>	N/A	N/A	3.0000 %	\$ 0.0000	\$ 0.3000
<input checked="" type="checkbox"/> VISA Bus. Card	<input checked="" type="checkbox"/>	N/A	N/A	3.0000 %	\$ 0.0000	\$ 0.3000
<input checked="" type="checkbox"/> VISA Check	<input checked="" type="checkbox"/>	N/A	N/A	3.0000 %	\$ 0.0000	\$ 0.3000
<input checked="" type="checkbox"/> MasterCard Credit	<input checked="" type="checkbox"/>	N/A	N/A	3.0000 %	\$ 0.0000	\$ 0.3000
<input checked="" type="checkbox"/> MasterCard Bus. Card	<input checked="" type="checkbox"/>	N/A	N/A	3.0000 %	\$ 0.0000	\$ 0.3000
<input checked="" type="checkbox"/> Debit MasterCard	<input checked="" type="checkbox"/>	N/A	N/A	3.0000 %	\$ 0.0000	\$ 0.3000
<input checked="" type="checkbox"/> Discover Credit	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A	3.0000 %	\$ 0.0000	\$ 0.3000
<input checked="" type="checkbox"/> Discover Bus. Card	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A	3.0000 %	\$ 0.0000	\$ 0.3000
<input checked="" type="checkbox"/> Discover Check	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A	3.0000 %	\$ 0.0000	\$ 0.3000
<input checked="" type="checkbox"/> PayPal Credit (card present)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A	3.0000 %	\$ 0.0000	\$ 0.3000
<input checked="" type="checkbox"/> Diners Club, China Union Pay, JCB	<input type="checkbox"/>	<input type="checkbox"/>		2.8500 %	\$ 0.1500	\$
<input checked="" type="checkbox"/> Debit (other than Visa or MC)	<input checked="" type="checkbox"/>	<input type="checkbox"/>			\$ 0.2900	\$
<input checked="" type="checkbox"/> EBT	<input checked="" type="checkbox"/>	<input type="checkbox"/>			\$ 0.3500	\$
<input checked="" type="checkbox"/> American Express	<input type="checkbox"/>	<input type="checkbox"/>		3.0000 %	\$ 0.0000	\$ 0.3000
<input checked="" type="checkbox"/> American Express Prepaid	<input type="checkbox"/>	<input type="checkbox"/>		3.0000 %	\$ 0.0000	\$ 0.3000

Merchant FNS# \_\_\_\_\_ Cash Benefits:  YES  NO Daily Discount:  YES  NO

**Surcharges: (Non-Qualified surcharges are marked "NQ" and are per-occurrence)**

Surcharges:  Tiered  Pass-Through Plus  Interchange Plus

0.00% Rewards Discount \_\_\_\_\_ Pass-Through Plus

0.00% Mid-Qualified Discount

0.00% Non-Qualified Discount

A list of additional fees/rates can be found on pages 2 and 4 of this Card Services Agreement contract under the headings "Other Fees" and "Association Fees and Assessments."

The foregoing discount rate, per item and authorization fees are based upon Merchant's complying with all processing requirements as established by the applicable governing authority of the payment type which qualifies Merchant for the most favorable interchange rates available for such payment type. Transactions that do not qualify for the most favorable interchange rates will be subject to the surcharges up to 3.00% in addition to the rate quoted. See "Other Fees" section of this Card Services Agreement and Section 34 of the Card Services Terms and Conditions for more information regarding non-qualifying surcharges. Discount rates and other percentage fees are calculated by multiplying the rates or fees and the Merchant's applicable transaction volume. Per item and per authorization fees are calculated per transaction or authorization, as applicable. See Section 13 of the Card Services Terms and Conditions for information regarding the early termination fee. In addition to the per item fee, all Debit Transactions include fees assessed by the applicable network organization.

**Other Fees (Per occurrence fees marked with a \*)**

\$ _____	Non-Refundable Application Fee *	\$ _____	Virtual Site Survey Fee *	\$ 15.00	Chargeback Fee *
\$ 5.00	Membership Fee	\$ 2.50	Retrieval Fee *	\$ _____	Monthly Debit Card Membership Fee
\$ 0.00	Monthly Regulatory Compliance Fee	\$ 5.00	Minimum Monthly Discount	\$ _____	Global Transport VT (Recurring Billing)
\$ _____	Annual Association Technology Fee	\$ 0.05	Voice AVS Fee *	\$ _____	Setup Fee *
\$ _____	Global Access @dvantage Monthly Fee	\$ 14.75	PCI ASSURE Monthly Fee	\$ _____	Global Transport VT (Recurring Billing)
\$ 0.60	Voice Authorization Fee *	\$ 39.00	PCI ASSURE Non-Compliance	\$ _____	Monthly Fee
\$ 0.00	Batch/ACH Fee *	\$ _____	Fee (monthly)	\$ _____	Global Transport VT (Recurring Billing)
\$ 15.00	Non-Sufficient Fund *	\$ _____	Data Monitoring Fee *	\$ _____	Transaction Fee *
\$ 5.00	Account Maintenance Fee	\$ _____	Other: _____	\$ 0.00	CE Suite Base Amount
\$ _____	Gateway Monthly Fee	\$ _____	Gateway Setup Fee		

**Association Fees and Assessments (Per occurrence fees marked with a \*)**

0.0000%	GP Fee - DISC Assessments *	\$ 0.0000	GP Fee - MC Data Integrity *
0.0000%	GP Fee - DISC Intl Processing *	\$ 0.0000	GP Fee - MC CVC2 *
0.0000%	GP Fee - DISC Intl Service *	0.0000%	GP Fee - MC Assessments *
0.0000%	GP Fee - PayPal Assessment *	0.0000%	GP Fee - MC Assessments Lg Tkt *
\$ 0.0000	GP Fee - PayPal Participation *	0.0000%	GP Fee - MC Acceptance & Licensing *
0.0000%	GP Fee - VISA Assessments-Credit *	0.0000%	GP Fee - MC Cross Bdr Domestic *
0.0000%	GP Fee - VISA Assessments-Debit *	0.0000%	GP Fee - MC Cross Bdr Foreign *
0.0000%	GP Fee - VISA Intl Svc Assessment-Purchase *	0.0000%	GP Fee - MC Acq Program Support *
0.0000%	GP Fee - VISA Intl Svc Assessment *	0.0000%	GP Fee - MC Digital Enablement *
0.0000%	GP Fee - VISA Intl Acquiring *	\$ 0.0000	GP Fee - MC Monthly Fee
\$ 0.0000	GP Fee - VISA Trans Integrity *	0.0000%	GP Fee - MC Integrity - Final Auth (Max) *
\$ 0.0000	GP Fee - VISA APF - Credit *	\$ 0.0000	GP Fee - MC Integrity - Final Auth (Min) per Auth PI *
\$ 0.0000	GP Fee - VISA APF - Debit *	\$ 0.0000	GP Fee - MC Integrity - Pre Auth/Undefined per Auth PI *
\$ 0.0000	GP Fee - Visa APF Intl - Credit *	0.0000%	GP Fee - AMEX Inbound *
\$ 0.0000	GP Fee - Visa APF Intl - Debit *	0.0000%	GP Fee - AMEX Network *
\$ 0.0000	GP Fee - VISA AVS Only *	0.0000%	GP Fee - AMEX CNP *
\$ 0.0000	GP Fee - VISA Misuse of Auth *	0.0000%	GP Fee - AMEX Access *
\$ 0.0000	GP Fee - MC Acct Status Inquiry *	0.0000%	GP Fee - Settlement Funding Fee *

**Personal Guaranty**

I/We hereby irrevocably guarantee to Global Direct and Member, their successors and assigns, the full, prompt, and complete performance of Merchant and all of Merchant's obligations under the Card Services Agreement, including but not limited to all monetary obligations arising out of Merchant's performance or non-performance under the Card Services Agreement, whether arising before or after termination of the Card Services Agreement. This guaranty shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variation of terms of the Card Services Agreement made by or agreed to by Global Direct, Member, and/or Merchant. I/We hereby waive any notice of acceptance of this guaranty, notice of nonpayment or nonperformance of any provision of the Card Services Agreement by Merchant, and all other notices or demands regarding the Card Services Agreement. I/We agree to promptly provide to Global Direct and Member any information requested by any of them from time to time concerning my/our financial condition(s), business history, business relationships, and employment information. I/We agree that Global Direct and Global Direct (on behalf of Member) may order a consumer credit report on me, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account. I/We have read, understand, and agree to be bound by the Card Services Terms & Conditions provided to Merchant and those terms and conditions contained in this Merchant Application.

**Signature of Guarantor (please sign below)**

X \_\_\_\_\_, an individual

**Name (printed):**

Angela Verges

**Signature of Guarantor (please sign below)**

X \_\_\_\_\_, an individual

**Name (printed):**

**Owner/Officer Information**

Complete Owner/Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. An owner or person with control listed, must be the one to accept the agreement at the end of this application.

Name: Angela Verges	Title: Rec Serv Mangr	Equity Owned: 0 %	Date of Birth (mm/dd/yyyy): 09/09/1999	Social Security #: 9 9 9 9 9 9 9 9 9 9	Home Phone #: (734) 544-3800
------------------------	-----------------------------	----------------------	---	---	---------------------------------

Home Address: 7200 S Huron River Dr	City: Ypsilanti	State: MI	Zip Code: 48197	Years There: 2
--	--------------------	--------------	--------------------	-------------------

Former Address (if less than 1 year at current address):	City:	State:	Zip Code:	Years There:
--	-------	--------	-----------	--------------

Name:	Title:	Equity Owned: %	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
-------	--------	--------------------	-----------------------------	--------------------	---------------

Home Address:	City:	State:	Zip Code:	Years There:
---------------	-------	--------	-----------	--------------

Former Address (if less than 1 year at current address):	City:	State:	Zip Code:	Years There:
--	-------	--------	-----------	--------------

Name:	Title:	Equity Owned: %	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
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Home Address:	City:	State:	Zip Code:	Years There:
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Former Address (if less than 1 year at current address):	City:	State:	Zip Code:	Years There:
--	-------	--------	-----------	--------------

Name:	Title:	Equity Owned: %	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
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Home Address:	City:	State:	Zip Code:	Years There:
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Former Address (if less than 1 year at current address):	City:	State:	Zip Code:	Years There:
--	-------	--------	-----------	--------------

Is any owner, officer, director, employee, or agent a current or former official in the executive, legislative, administrative, military, or judicial branch of any government (elected or not); a senior official of a major political party; an executive of a government-owned commercial enterprise; a family member of any of the foregoing officials; or a close personal or professional associate of any of the foregoing officials?  Yes  No If "yes," please attach details.

**Bank Information (Attach Voided Check or Bank Letter):**

Routing Number:										DDA/Checking Account#:	Deposit	Discount	Chargebacks	Equipment	Supplies	Misc. Fees
Bank 1	0	7	2	4	0	3	4	7	3	01388355311	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Bank 2											<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bank 3											<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bank 4											<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Merchant Site Survey Report (To be Completed by Sales Representative)**

Merchant Location:  Retail Location with Store Front  Office Building  Residence  Other: \_\_\_\_\_

Surrounding Area:  Commercial  Industrial  Residential

Does the amount of inventory and merchandise on shelves and floor appear consistent with the type of business?  Yes  No

If no, explain: \_\_\_\_\_

Does the Merchant use a Fulfillment House?  Yes  No If yes, was the Fulfillment House inspected?  Yes  No

The Merchant:  Owns  Leases the business premises

Further comments by inspector (must complete): \_\_\_\_\_

I hereby verify that this application has been fully completed by merchant applicant and that I have physically inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief.

Verified and inspected by (print name): \_\_\_\_\_

Representative Name: \_\_\_\_\_ Representative Signature: X \_\_\_\_\_ Date: \_\_\_\_\_

Sales Rep Name:	Sales Rep Code: 6329	Sales Phone Number:	Sales Email Address:
-----------------	-------------------------	---------------------	----------------------

Amex annual volume < \$1,000,000 <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Amex Acceptance <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Amex Marketing <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
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**Cardholder Data Storage Compliance & Service Provider**

PCI DSS and Card Network rules prohibit storage of sensitive authentication data after the transaction has been authorized (even if encrypted). If you or your POS system store, process, or transmit full cardholder's data, then you (merchant) must validate PCI DSS compliance. If you (merchant) utilize a payment application the POS software must be PA DSS (Payment Application Data Security Standards) validated where applicable. If you use a payment gateway, they must be PCI DSS Compliant.

As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

Questions:

Merchant will maintain full PCI DSS compliance at all times and will notify Global Payments when it changes its point of sale software, system, application or vendor	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office)?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized.	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
The signing merchant listed below has experienced an account data compromise.	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
The signing merchant listed below is storing Sensitive Authentication Data* (even if encrypted) after the transaction has been authorized.	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Merchant utilizes an EMV enabled terminal	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>

\*Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.

Please note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Assessment may be required upon Global's request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you will be responsible under your Merchant Agreement, notwithstanding this Compliance Statement.

**It is imperative that you notify Global Payments immediately should the information on this Compliance Statement change.**

**Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization**

Your Card Services Agreement is between Global Payments Direct, Inc. ('Global Direct'), the Merchant named above and the Member named below ('Member'). Member is a member of Visa, USA, Inc. ('Visa') and MasterCard International, Inc. ('MasterCard'); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ('Discover') and a registered Program Participant of American Express Travel Related Services Company, Inc. ('American Express'). A copy of the Card Services Terms and Conditions, revision number 10-18-GP-WF-OE-MUA, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.

**IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE CARD SERVICES TERMS & CONDITIONS.**

By your signature below on behalf of Merchant, you certify that all information provided in this Merchant Application is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Terms and Conditions. In addition by your signature below on behalf of Merchant you authorize Global Direct to order a consumer credit report on you, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account.

Merchant's Signature - Owner/Officer Name 1: X	Name (printed): Angela Verges	Title: Rec Serv Mangr	Date: _____
Merchant's Signature - Owner/Officer Name 2: X	Name (printed):	Title:	Date: _____
Merchant's Signature - Owner/Officer Name 3: X	Name (printed):	Title:	Date: _____
Merchant's Signature - Owner/Officer Name 4: X	Name (printed):	Title:	Date: _____
Signing for Global Payments Direct, Inc.: X	Name (printed):	Title:	Date: _____
Signing for Member: X	Name (printed):	Name of Member (printed): Wells Fargo Bank	Date: _____

## CARD SERVICES TERMS & CONDITIONS

### PLEASE READ SECTION 17 (“DISPUTE RESOLUTION”) CAREFULLY AS IT RELATES TO ARBITRATION AND CLASS ACTIONS

#### 1. GENERAL.

The “Card Services Agreement” consists of these Card Services Terms & Conditions and the Merchant Application and is made by and among Merchant (or “you”), Global Payments Direct, Inc. (“Global Direct”), and Member (as defined below). The provisions in the Card Services Agreement are applicable to Merchant if Merchant has signed the appropriate space in the Acceptance of Terms & Conditions/Merchant Authorization section of the Merchant Application. The member bank identified in the Merchant Application (“Member”) is a member of Visa USA, Inc. (“Visa”) and MasterCard International, Inc. (“MasterCard”). Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard, a registered Program Participant of American Express Travel Related Services Company, Inc. (“American Express”), and a registered acquirer for Discover Financial Services LLC (“Discover”). Any references to the Debit Sponsor shall refer to the debit sponsor identified below.

Merchant and Global Direct agree that the rights and obligations contained in these Card Services Terms and Conditions do not apply to the Member with respect to American Express, Discover and PayPal transactions and Switched Transactions (as defined below). To the extent Merchant accepts Discover cards, the provisions in this Agreement with respect to Discover apply if Merchant does not have a separate agreement with Discover. In such case, Merchant will also be enabled to accept JCB, China Union Pay, Diner’s Club and, for card present transactions, PayPal cards under the Discover network and such transactions will be processed at the same fee rate as Merchant’s Discover transactions are processed. To the extent Merchant accepts Discover cards and has a separate agreement with Discover, Discover and PayPal card transactions shall be processed as Switched Transactions (as defined below). To the extent Merchant accepts American Express cards, the provisions in this Agreement with respect to American Express apply if Merchant does not have a separate agreement with American Express.

Under the terms of the Card Services Agreement, Merchant will be furnished with the services and products, including any software, described herein and in the Merchant Application and selected by Merchant therein (collectively and individually, as applicable, the “Services”). During the term of the Card Services Agreement, Global Direct will be the sole and exclusive provider of all card Services to Merchant. Any Merchant accepted by Global Direct for card processing services agrees to be bound by the Card Services Agreement, including the terms of the Merchant Application and these Card Services Terms & Conditions as may be modified or amended in the future. A MERCHANT’S SUBMISSION OF A TRANSACTION TO GLOBAL DIRECT SHALL BE DEEMED TO SIGNIFY MERCHANT’S ACCEPTANCE OF THE CARD SERVICES AGREEMENT, INCLUDING THE TERMS AND CONDITIONS HEREIN.

Except as expressly stated in the first three paragraphs of Section 13, all terms and conditions of this Card Services Agreement shall survive termination

#### 2. SERVICE DESCRIPTIONS.

**Credit Card Processing Services:** Global Direct’s credit card processing services consist of authorization and electronic draft capture of credit card transactions; outclearing of such transactions to the appropriate card associations and/or issuers (e.g., Visa, MasterCard, American Express, Diners, Discover); settlement; dispute resolution with cardholders’ banks; and transaction-related reporting, statements and products. From time to time under this Card Services Agreement, upon Merchant’s request, Global Direct may facilitate the transmission of certain payment card transactions (“Switched Transactions”) to the respective card issuers, including but not limited to American Express®, Diners Club® and various fleet, private label and commercial cards. Switched Transactions require Global Direct’s prior written approval and are subject to applicable pricing; Global Direct does not purchase the indebtedness associated with Switched Transactions.

**EBT Transaction Processing Services:** Global Direct offers electronic interfaces to Electronic Benefits Transfer (“EBT”) networks for the processing of cash payments or credits to or for the benefit of benefit recipients (“Recipients”). Global Direct will provide settlement and switching services for various Point of Sale transactions initiated through Merchant for the authorization of the issuance of the United States Department of Agriculture, Food and Nutrition Services (“FNS”) food stamp benefits (“FS Benefits”) and/or government delivered cash assistance benefits (“Cash Benefits,” with FS Benefits, “Benefits”) to Recipients through the use of a state-issued card (“EBT Card”).

Provisions regarding debit card services are set forth in Section 27 below.

With respect to Visa and MasterCard products, Merchant may elect to accept credit cards or debit/prepaid cards or both. Merchant shall so elect on the Merchant Application being completed contemporaneously herewith. Merchant agrees to pay and Merchant’s account(s) will be charged pursuant to Section 5 of this Card Services Agreement for any additional fees incurred as a result of Merchant’s subsequent acceptance of transactions with any Visa or MasterCard product that it has elected not to accept.

#### 3. PROCEDURES.

Merchant will permit holders of valid cards bearing the symbols of the cards authorized to be accepted by Merchant hereunder to charge purchases or leases of goods and services and the debt resulting therefrom shall be purchased hereunder, provided that the transaction complies with the terms of this Card Services Agreement. All indebtedness submitted by Merchant for purchase will be evidenced by an approved sales slip. Merchant will not present for purchase any indebtedness that does not arise out of a transaction between a cardholder and Merchant. Merchant agrees to follow the Card Acceptance Guide which is incorporated into and made part of this Card Services Agreement, and to be bound by the operating regulations, requirements, and rules of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization covered by this Card Services Agreement, as any of the above referenced documents may be modified and amended from time to time. Merchant acknowledges that the Card Acceptance Guide is located on Global Direct’s website at [www.globalpaymentsinc.com](http://www.globalpaymentsinc.com). Without limiting the generality of the foregoing, Merchant agrees to comply with and be bound by, and to cause any third party who provides Merchant with services related to payment processing or facilitates Merchant’s ability to accept credit and debit cards and who is not a party to this Card Services Agreement to comply with and be bound by, the rules and regulations of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation, all rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard), Visa’s Cardholder Information Security Program, MasterCard’s Site Data Protection Program, and Payment Application Best Practices. Merchant also agrees to cooperate at its sole expense with any request for an audit or investigation by Global Direct, Member, a card association or network organization in connection with cardholder and transaction information security.

Without limiting the generality of the foregoing, Merchant agrees that it will use information obtained from a cardholder in connection with a card transaction solely for the purpose of processing a transaction with that cardholder or attempting to re-present a chargeback with respect to such transaction. Merchant will indemnify and hold Global Direct and Member harmless from any fines and penalties issued by Visa, MasterCard, American Express, Discover, PayPal or any card association or network organization and any other fees and costs arising out of or relating to the processing of transactions by Global Direct and Member at Merchant's location(s) and will reimburse Global Direct for any losses incurred by Global Direct with respect to any such fines, penalties, fees and costs.

Without limiting the generality of any other provision of this Card Services Agreement, Merchant also agrees that it will comply with all applicable laws, rules and regulations related to both (a) the truncation or masking of cardholder numbers and expiration dates on transaction receipts from transactions processed at Merchant's location(s), including without limitation the Fair and Accurate Credit Transactions Act and applicable state laws ("Truncation Laws") and (b) the collection of personal information from a cardholder in connection with a card transaction, including all applicable state laws ("Laws on Collection of Personal Information"). As between Merchant, on the one hand, and Global Direct and Member, on the other hand, Merchant shall be solely responsible for complying with all Truncation Laws and Laws on Collection of Personal Information and will indemnify and hold Global Direct and Member harmless from any claim, loss or damage resulting from a violation of Truncation Laws or Laws on Collection of Personal Information as a result of transactions processed at Merchant's location(s).

Global Direct may, from time to time, issue written directions (via mail or Internet) regarding procedures to follow and forms to use to carry out this Card Services Agreement. These directions and the terms of the forms are binding as soon as they are issued and shall form part of these Card Services Terms & Conditions. Such operating regulations and rules may be reviewed upon appointment at Global Direct's designated premises and Merchant acknowledges that it has had the opportunity to request a review and/or review such operating regulations and rules in connection with its execution of this Card Services Agreement.

#### **4. MARKETING.**

Merchant shall adequately display the card issuer service marks and promotional materials supplied by Global Direct. Merchant shall cease to use or display such service marks immediately upon notice from Global Direct or upon termination of this Card Services Agreement.

#### **5. PAYMENT, CHARGES AND FEES.**

Fees and charges payable by Merchant for all products, services and applications, whether provided by Global Direct or by a third party through Global Direct, shall be as set forth in the Merchant Application (exclusive of taxes, duties and shipping and handling charges). Merchant shall at all times maintain one or more commercial checking accounts with Member or with another financial institution of Merchant's choice acceptable to Member and Global Direct that belongs to the Automated Clearing House ("ACH") network and which can accept ACH transactions Merchant will be paid for indebtedness purchased under this Card Services Agreement by credit to Merchant's account(s). Merchant's account(s) will be credited for the gross amount of the indebtedness deposited less the amount of any credit vouchers deposited. Merchant shall not be entitled to credit for any indebtedness that arises out of a transaction not processed in accordance with the terms of this Card Services Agreement or the rules and regulations of a card association or network organization. Availability of any such funds shall be subject to the procedures of the applicable financial institution. Chargebacks and adjustments will be charged to Merchant's account(s) on a daily basis. Merchant agrees to pay and Merchant's account(s) will be charged for the discount, fees, product service costs, chargebacks, and other fees and charges described in this Card Services Agreement. Merchant also agrees to pay and Merchant's account(s) will be debited for all fees, arbitration fees, fines, penalties, etc. charged or assessed by the card associations or network organizations on account of or related to Merchant's processing hereunder, including without limitation with regards to any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement. If any type of overpayment to Merchant or other error occurs, Merchant's account(s) may be debited or credited, without notice, and if Merchant's account(s) do not contain sufficient funds, Merchant agrees to remit the amount owed directly to Global Direct. Merchant agrees not to, directly or indirectly, prevent, block or otherwise preclude any debit by Global Direct or Member to Merchant's account which is permitted hereunder. Merchant represents and warrants that no one other than Merchant has any claim against such indebtedness except as authorized in writing by Member and Global Direct. Merchant hereby assigns to Member and Global Direct all of its right, title, and interest in and to all indebtedness submitted hereunder, agrees that Member and Global Direct have the sole right to receive payment on any indebtedness purchased hereunder, and further agrees that Merchant shall have no right, title or interest in any such funds, including any such funds held in a Reserve Account (as defined below).

#### **6. EQUIPMENT AND SUPPLIES/THIRD PARTY SERVICES.**

Merchant agrees that it will not acquire any title, copyrights, or any other proprietary right to any advertising material; leased equipment including imprints, authorization terminals, card reader hardware or printers; software; credit card authenticators; unused forms (online or paper); and Merchant deposit plastic cards provided by Global Direct in connection with this Card Services Agreement. Merchant will protect all such items from loss, theft, damage or any legal encumbrance and will allow Global Direct and its designated representatives reasonable access to Merchant's premises for their repair, removal, modification, installation and relocation. Merchant acknowledges that any equipment or software provided under this Card Services Agreement is embedded with proprietary technology ("Software"). Merchant shall not obtain title, copyrights or any other proprietary right to any Software. At all time, Global Direct or its suppliers retain all rights to such Software, including but not limited to updates, enhancements and additions. Merchant shall not disclose such Software to any party, convey, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on such Software, or transmit any data that contains software viruses, time bombs, worms, Trojan horses, spyware, disabling devices, or any other malicious or unauthorized code. Merchant's use of such Software shall be limited to that expressly authorized by Global Direct. Global Direct's suppliers are intended third party beneficiaries of this Card Services Agreement to the extent of any terms herein pertaining to such suppliers' ownership rights; such suppliers have the right to rely on and directly enforce such terms against Merchant.

The operating instructions or user guides will instruct Merchant in the proper use of the terminals, other hardware or payment application(s), and Merchant shall use and operate the terminals, other hardware or payment application(s) only in such manner. If Merchant has purchased the relevant maintenance/help desk service hereunder, Merchant will promptly notify Global Direct of any equipment malfunction, failure or other incident resulting in the loss of use of the equipment or software or need for repair or maintenance, whereupon Global Direct will make the necessary arrangements to obtain required maintenance or replacement software or hardware. Merchant is responsible for shipping costs. Merchant shall cooperate with Global Direct in its attempt to diagnose any problem with the terminal, other hardware or payment application(s). In the event the Merchant's terminal requires additional Software, Merchant is obligated to cooperate and participate in a dial in down line load procedure. With respect to any item of equipment leased to Merchant by Global Direct, Merchant will not be liable for normal wear and tear, provided, however, that Merchant will be liable to Global Direct in the event that any leased item of equipment is lost, destroyed, stolen or rendered inoperative.



Merchant will indemnify Global Direct against any loss arising out of damage to or destruction of any item of equipment or software provided hereunder for any cause whatsoever. Merchant also agrees to hold harmless and indemnify Global Direct for any costs, expenses, and judgments Global Direct may suffer, including reasonable attorney's fees, as a result of Merchant's use of the equipment or software provided hereunder. Any unused equipment in its original packaging purchased from Global Direct hereunder may be returned to Global Direct at Merchant's expense within sixty (60) days of receipt. Merchant shall receive a refund of any money paid in connection therewith subject to a re-stocking fee of an amount equal to 20 percent of the total purchase price for the returned equipment. No refunds shall be issued for any equipment returned after sixty (60) days.

Merchant acknowledges that some of the services and applications to be provided by Global Direct and Member hereunder may be provided by third parties. Merchant agrees that except for its right to utilize such services in connection with this Card Services Agreement, it acquires no right, title or interest in any such services. Merchant further agrees that it has no contractual relationship with any third party providing services under this Card Services Agreement and that Merchant is not a third party beneficiary of any agreement between Global Direct or Member, as applicable, and such third party. Merchant may not resell the services of any third party providing services under this Card Services Agreement to any other party.

## **7. FINANCIAL INFORMATION.**

Merchant agrees to furnish Global Direct and Member such financial statements and information concerning Merchant, its owners, principals, partners, proprietors or its affiliates as Global Direct or Member may from time to time request. Global Direct and Member, or their duly authorized representatives, may examine the books and records of Merchant, including records of all indebtedness previously purchased or presented for purchase. Merchant agrees to retain copies of all paper and electronic sales slips and credit slips submitted to Global Direct for a period of two years from submission, or such longer period of time as may be required by the **operating rules or regulations of the card associations or network organizations, by law, or by Global Direct as specifically requested in writing in individual cases.**

## **8. CHANGE IN BUSINESS.**

Merchant agrees to provide Global Direct and Member sixty (60) days prior written notice of its (a) transfer or sale of any substantial part (ten percent (10%) or more) of its total stock, assets and/or to liquidate; or (b) change to the basic nature of its business, or (c) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, conversion of all or part of the business to mail order sales, telephone order sales, Internet-based sales or to other sales where the card is not present and swiped through Merchant's terminal or other card reader. Upon the occurrence of any such event, the terms of this Card Services Agreement may be modified to address issues arising therefrom, including but not limited to requirements of applicable card associations or network organizations.

## **9. TRANSFERABILITY.**

This Card Services Agreement is not transferable by Merchant without the written consent of Global Direct and Member. Any attempt by Merchant to assign its rights or to delegate its obligations in violation of this paragraph shall be void. Merchant agrees that the rights and obligations of Global Direct hereunder may be transferred by Global Direct without notice to Merchant. Merchant agrees that the rights and obligations of Member hereunder may be transferred to any other member without notice to Merchant. Merchant acknowledges that the transferable rights of Global Direct and Member hereunder shall include, but shall not be **limited to, the authority and right to debit the Merchant's account(s) as described herein.**

## **10. WARRANTIES AND REPRESENTATIONS.**

Merchant warrants and represents to Global Direct and Member: (a) that each sales transaction delivered hereunder will represent a bona fide sale to a cardholder by Merchant for the amount shown on the sales slip as the total sale and constitutes the binding obligation of the cardholder, free from any claim, demand, defense, setoff or other adverse claim whatsoever; (b) that each sales slip or other evidence of indebtedness will accurately describe the goods and services which have been sold and delivered to the cardholder or in accordance with his instructions; (c) that Merchant will comply fully with all federal, state and local laws, rules and regulations applicable to its business; (d) that Merchant will fulfill completely all of its obligations to the cardholder and will resolve any customer dispute or complaint directly with the cardholder; (e) that the signature on the sales slip will be genuine and authorized by cardholder and not forged or unauthorized; (f) that the sales transaction shall have been consummated and the sales slip prepared in full compliance with the provisions of the Card Acceptance Guide and the operating regulations and rules of the applicable card association or network organization, as amended from time to time; (g) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, that none of the sales transactions submitted hereunder represent sales by telephone, or mail, or Internet, or where the card is not physically present at the Merchant's location and swiped through Merchant's terminal, unless Merchant is specifically authorized in writing by Global Direct to submit such sales slips for purchase, (h) to the extent Merchant has indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, Merchant shall not submit such a transaction to Global Direct and Member for processing until the goods and/or services are shipped or performed, as applicable, unless otherwise permitted by the card associations or network organizations, (i) that none of the sales transactions submitted hereunder for purchase represent sales to any principal, partner, proprietor, or owner of Merchant, (j) that, without limiting the generality of the foregoing, each sales transaction submitted hereunder and the handling, retention, and storage of information related thereto, will comply with the rules and regulations of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation Payment Card Industry (PCI) Data Security Standards, Visa's Cardholder Information Security Program and MasterCard's Site Data Protection Program, and (k) that all of the information contained in this Card Services Agreement (including the Merchant Application) is true and correct. In the event that any of the foregoing warranties or representations is breached, the affected sales slips or other indebtedness may be refused, or prior acceptance revoked and charged back to the Merchant. Furthermore, if Merchant submits for purchase hereunder a sales transaction that is not the result of a sale of Merchant's goods or services offered to the general public or if Merchant submits any sales transactions for purchase hereunder which represents a sale to any principal, partner, proprietor, or owner of Merchant, such sales transaction may be refused or charged back.

Merchant must notify Global Direct if Merchant elects to use the terminal service of American Express, Novus, or any other third-party provider. If Merchant elects to use a third-party terminal provider, that provider becomes Merchant's agent for the delivery of card transactions to Global Direct via the applicable card-processing network. Global Direct and Member shall have no responsibility for or liability in connection with any hardware, software or services Merchant receives from a third party agent, even if Global Direct collects monies with respect to such hardware, software or services. Neither Global Direct nor Member makes any representation or warranty with respect to such agent's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination. Merchant agrees to assume full responsibility and liability

for any failure of such agent to comply with the operating regulations and rules of the applicable card association or network organization, including without limitation any violation, which results in a chargeback to the Merchant. Global Direct and Member have no responsibility for any card transactions until it receives data for the card transaction in the format required by Global Direct. Merchant also agrees that the obligation hereunder to reimburse the Merchant for the value of the card transactions captured by an agent is limited to the value of the transactions (less applicable fees) received by the card-processing network from the agent.

NEITHER MEMBER, NOR GLOBAL DIRECT, NOR ANY SUPPLIER MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY TERMINAL, ANY EQUIPMENT, SOFTWARE OR SERVICES LEASED, SOLD OR OTHERWISE FURNISHED IN CONNECTION THEREWITH, OR ANY OF THE SERVICES FURNISHED HEREUNDER.

## **11. INDEMNITY.**

Merchant agrees to satisfy directly with the cardholder any claim or complaint arising in connection with the card sale, regardless of whether such claim or complaint is brought by the cardholder, Global Direct, or another party. Merchant agrees to indemnify defend and hold Global Direct, Member and their respective parent companies, subsidiaries and affiliates (including, without limitation, the respective officers, directors, employees, attorneys, shareholders, representatives and agents of all of the foregoing) harmless from and against any and all liabilities, judgments, arbitration awards, settlements, actions, suits, claims, demands, losses, damages, costs (including, but not limited to, court costs and out of pocket costs and expenses), expenses of any and every type, litigation expenses, and attorneys' fees, including, but not limited to, attorneys' fees incurred in any and every type of suit, proceeding, or action, including but not limited to, bankruptcy proceedings, in connection with, by virtue of, or arising from, either directly or indirectly: (a) any card transaction that does not conform to the requirements of this Card Services Agreement, the rules and regulations of any card association or applicable laws; (b) any card transaction or any act or omission of Merchant in connection with a cardholder; (c) Merchant's breach or default or an alleged breach or default of or under any term, covenant, condition, representation, warranty, obligation, undertaking, promise or agreement contained in this Card Services Agreement or in any agreement (whether oral or written) with any cardholder, any agreement with any card association, or in any other agreement with Member or Global Direct, any breach or threatened breach by Merchant of the card association rules and regulations or any violation by Merchant of laws, rules and regulations applicable to Merchant; (d) the rescission, cancellation or avoidance of any card transaction, by operation of law, adjudication or otherwise; (e) any claim, counterclaim, complaint, dispute or defense, including, without limitation claims brought by Merchant, whether or not well founded, with respect to this Card Services Agreement or a card transaction; (f) damages, including, without limitation, those for death or injury caused by the good or service purchased with the card; or (g) for all web based, Internet or electronic commerce transactions including Merchant's insecure transmission of card transaction data and/or storage of cardholder information. For purposes of this Agreement, including the foregoing indemnities, Merchant is responsible and liable for the acts and omissions of its employees, agents and representatives (whether or not acting within the scope of their duties).

## **12. LIMITATION OF LIABILITY.**

- 12.1** NEITHER MEMBER NOR GLOBAL DIRECT SHALL BE LIABLE FOR FAILURE TO PROVIDE THE SERVICES OR DELAY IN PROVIDING THE SERVICES INCLUDING PROCESSING DELAYS OR OTHER NON-PERFORMANCE IF SUCH FAILURE IS DUE TO ANY CAUSE OR CONDITION BEYOND SUCH PARTY'S REASONABLE CONTROL. SUCH CAUSES OR CONDITIONS SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, ACTS OF GOD OR OF THE PUBLIC ENEMY, ACTS OF THE GOVERNMENT IN EITHER ITS SOVEREIGN OR CONTRACTUAL CAPACITY, FIRES, FLOODS, EPIDEMICS, QUARANTINE RESTRICTIONS, STRIKES, RIOTS, WAR, SHORTAGES OF LABOR OR MATERIALS, FREIGHT EMBARGOES, UNUSUALLY SEVERE WEATHER, BREAKDOWNS, OPERATIONAL FAILURES, ELECTRICAL POWER FAILURES, TELECOMMUNICATIONS FAILURES, EQUIPMENT FAILURES, UNAVOIDABLE DELAYS, THE ERRORS OR FAILURES OF THIRD PARTY SYSTEMS, NON-PERFORMANCE OF VENDORS, SUPPLIERS, PROCESSORS OR TRANSMITTERS OF INFORMATION, OR OTHER SIMILAR CAUSES BEYOND SUCH PARTY'S CONTROL.
- 12.2** THE LIABILITY OF GLOBAL DIRECT AND MEMBER FOR ANY LOSS ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF ANY MALFUNCTION OF THE EQUIPMENT OR THE FAILURE OF THE EQUIPMENT TO OPERATE, THE UNAVAILABILITY OR MALFUNCTION OF THE SERVICES, PERSONAL INJURY, OR PROPERTY DAMAGE, SHALL, IN THE AGGREGATE, BE LIMITED TO ACTUAL, DIRECT, AND GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED ONE (1) MONTH'S AVERAGE CHARGE PAID BY MERCHANT HEREUNDER (EXCLUSIVE OF INTERCHANGE FEES, ASSESSMENTS, AND ANY OTHER FEES OR COSTS THAT ARE IMPOSED BY A THIRD PARTY IN CONNECTION WITH MERCHANT'S PAYMENT PROCESSING) FOR THE SERVICES DURING THE PREVIOUS TWELVE (12) MONTHS OR SUCH LESSER NUMBER OF MONTHS AS SHALL HAVE ELAPSED SUBSEQUENT TO THE EFFECTIVE DATE OF THIS CARD SERVICES AGREEMENT. THIS SHALL BE THE EXTENT OF GLOBAL DIRECT'S AND MEMBER'S LIABILITY ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING ALLEGED ACTS OF NEGLIGENCE, BREACH OF CONTRACT, OR OTHERWISE AND REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT AGAINST GLOBAL DIRECT OR MEMBER, WHETHER CONTRACT, TORT, OR OTHERWISE, AND THE FOREGOING SHALL CONSTITUTE MERCHANT'S EXCLUSIVE REMEDY.
- 12.3** UNDER NO CIRCUMSTANCES SHALL GLOBAL DIRECT OR MEMBER BE LIABLE FOR SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, REVENUES AND BUSINESS OPPORTUNITIES, ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF PLACEMENT OF A MERCHANT'S NAME ON ANY TERMINATED MERCHANT LIST FOR ANY REASON, EVEN IF GLOBAL DIRECT OR MEMBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Under no circumstances shall Global Direct, or Member be liable for any settlement amounts pertaining to Switched Transactions; Merchant's recourse therefore shall be to the applicable card issuer. Member shall not be responsible or liable to Merchant for any action taken by Member (or the results thereof) that is authorized by this Agreement.

**12.4 IT IS AGREED THAT IN NO EVENT WILL GLOBAL DIRECT OR MEMBER BE LIABLE FOR ANY CLAIM, LOSS, BILLING ERROR, DAMAGE, OR EXPENSE ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT WHICH IS NOT REPORTED IN WRITING TO GLOBAL DIRECT BY MERCHANT WITHIN SIXTY (60) DAYS OF SUCH FAILURE TO PERFORM OR, IN THE EVENT OF A BILLING ERROR, WITHIN NINETY (90) DAYS OF THE DATE OF THE INVOICE OR APPLICABLE STATEMENT. MERCHANT EXPRESSLY WAIVES ANY SUCH CLAIM THAT IS NOT BROUGHT WITHIN THE TIME PERIODS STATED HEREIN.**

**13. TERM AND TERMINATION.**

This Card Services Agreement shall remain in full force and effect for an initial term of three (3) years. This Card Services Agreement shall be automatically extended for successive one (1) year periods on the same terms and conditions expressed herein, or as may be amended, unless Merchant gives written notice of termination as to the entire Card Services Agreement or a portion thereof at least 60 days prior to the expiration of the initial term or any extension or renewals thereof, in which case this Card Services Agreement will terminate at the end of the then-current term. Notwithstanding anything to the contrary set forth herein, in the event Merchant terminates this Card Services Agreement in breach of this Section 13, the following amount(s) shall be immediately due and payable to Global Direct: the lesser of (a) the maximum amount permitted by state law, and (b) all monthly fees assessed to Merchant under this Card Services Agreement and due to Global Direct for the remainder of the then existing term of the Card Services Agreement, including all minimum monthly fee commitments. Merchant hereby authorizes Global Direct to accelerate the payment of such applicable amount(s) and to deduct such total amount(s) from Merchant's account referenced in Section 5, or to otherwise withhold the total amount(s) from amounts due to Merchant from Global Direct, immediately on or after the effective date of termination. If the Merchant's account does not contain sufficient funds for the debit or the amount cannot be withheld by Global Direct from amounts due to Merchant, Merchant shall pay Global Direct the amount due within ten (10) days of the date of Global Direct's invoice for same. The payment as described here is not a penalty, but rather is hereby agreed by the parties to be a reasonable amount of liquidated damages to compensate Global Direct for its termination expenses and all other damages under the circumstances in which such amounts would be payable. Such amount(s) shall not be in lieu of but in addition to any payment obligations for Services already provided hereunder (or that Global Direct may continue to provide), which shall be an additional cost, and any and all other damages to which Global Direct may be entitled hereunder. Notwithstanding the foregoing, if Merchant provides Global with written notice within forty-five (45) days of Merchant's execution of this Card Services Agreement that it wishes to terminate this Card Services Agreement immediately, Merchant shall not be responsible for the payment of the above-referenced amount(s), but shall be responsible for compliance with all other terms and conditions set forth in this Card Service Agreement, including but not limited to payment for all fees incurred prior to the termination of this Card Services Agreement.

Notwithstanding the foregoing, Global Direct may terminate this Card Services Agreement or any portion thereof upon written notice to Merchant. Furthermore, Global Direct may terminate this Card Services Agreement at any time without notice upon Merchant's default in performing under any provision of this Card Services Agreement, upon an unauthorized conversion of all or any part of Merchant's activity to mail order, telephone order, Internet order, or to any activity where the card is not physically present and swiped through the Merchant's terminal or other card reader, upon any failure to follow the Card Acceptance Guide or any operating regulation or rule of a card association or network organization, upon any misrepresentation by Merchant, upon commencement of bankruptcy or insolvency proceedings by or against the Merchant, upon a material change in the Merchant's average ticket or volume as stated in the Merchant Application, or in the event Global Direct reasonably deems itself insecure in continuing this Card Services Agreement.

In the event that Global Direct and Member breach the terms and conditions hereof, the Merchant may, at its option, give written notice to Global Direct and Member of its intention to terminate this Card Services Agreement unless such breach is remedied within thirty (30) days of such notice. Failure to remedy such a breach shall make this Card Services Agreement terminable, at the option of the Merchant, at the end of such thirty (30) day period unless notification is withdrawn.

Any Merchant deposit of sales or credit slips that is accepted by Global Direct and Member or by a designated depository after the effective date of termination will be returned to Merchant and will not be credited (or debited) to Merchant's account(s). If the deposit has already been posted to Merchant's account(s), said posting will be reversed and the deposit returned to Merchant. Termination of this Card Services Agreement shall not affect Merchant's obligations which have accrued prior to termination or which relate to any indebtedness purchased hereunder prior to termination, including but not limited to chargebacks even if such chargebacks come in after termination. In the event of termination, all equipment leased from, and software provided by, Global Direct including but not limited to im printers, terminals, and printers; all supplies; Card Acceptance Guides; and operating instructions must be returned immediately to Global Direct at Merchant's expense.

**14. RETURNED ITEMS/CHARGEBACKS.**

If a cardholder disputes any transaction, if a transaction is charged back for any reason by the card issuing institution, or if Global Direct or Member has any reason to believe an indebtedness previously purchased is questionable, not genuine, or is otherwise unacceptable, the amount of such indebtedness may be charged back and deducted from any payment due to Merchant or may be charged against any of Merchant's accounts or the Reserve Account (as defined below). Merchant acknowledges and agrees that it is bound by the rules of the card associations and network organizations with respect to any chargeback. Merchant further acknowledges that it is solely responsible for providing Global Direct and Member with any available information to re-present a chargeback and that, regardless of any information it provides or does not provide Global Direct and Member in connection with a chargeback, or any other reason, Merchant shall be solely responsible for the liability related to such chargeback. A list of some common reasons for chargebacks is contained in the Card Acceptance Guide provided, however, that such list is not exclusive and does not limit the generality of the foregoing. If any such amount is uncollectible through withholding from any payments due hereunder or through charging Merchant's accounts or the Reserve Account, Merchant shall, upon demand by Global Direct, pay Global Direct the full amount of the chargeback. Merchant understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales slips can be returned or charged back to Merchant like any other item hereunder.

**15. RESERVE ACCOUNT.**

At any time, Global Direct and Member may, at their option, establish a reserve account to secure the performance of Merchant's obligations under this Card Services Agreement to such party ("Reserve Account"). The Reserve Account may be funded, at Global Direct's sole discretion, through any or all of the following: (a) Direct payment by Merchant -- At the request of Global Direct or Member, Merchant will deposit funds in the Reserve Account; (b) The proceeds of indebtedness presented for purchase; or (c) The transfer by Global Direct and Member into the Reserve Account of funds withdrawn from any of the accounts referred to in Section 5 or any other accounts, including certificates of deposit, maintained by Merchant or Merchant's guarantor, if any, with any designated

depository or other financial institution. Merchant and Merchant's guarantor hereby grants Member a security interest in all accounts referenced in Section 5 or any other accounts, including certificates of deposits, maintained by Merchant or Merchant's guarantor, if any, with any designated depository or other financial institution and authorizes Global Direct (to the extent authorized by Member) or Member to make such withdrawals at such times and in such amounts as it may deem necessary hereunder. Merchant and Merchant's guarantor hereby instruct said financial institutions to honor any requests made by Global Direct and Member under the terms of this provision. Merchant and Merchant's guarantor will hold harmless the financial institutions and indemnify them for any claims or losses they may suffer as a result of honoring withdrawal requests from Global Direct and Member.

Merchant hereby agrees that Global Direct and Member may deduct from this Reserve Account any amount owed to such party in accordance with this Card Services Agreement. Any funds in the Reserve Account may be held until the later of (a) the expiration of any potentially applicable chargeback rights in respect of purchased indebtedness under the rules and regulations of the card associations or network organizations and (b) the period necessary to secure the performance of Merchant's obligations under this Card Services Agreement, which holding period may extend beyond termination of this Card Services Agreement. Merchant will not receive any interest on funds being held in a Reserve Account and Merchant has no right to access the funds being held in the Reserve Account or otherwise transfer, pledge or use these funds for its own purposes. Without limiting the generality of the foregoing, Merchant shall, upon termination of this Card Services Agreement, maintain the sum of at least five percent (5%) of gross sales for the 90 day period prior to termination to be held in a Reserve Account in accordance with the terms of this Card Services Agreement. Global may, at its discretion upon termination of this Card Services Agreement, require that the Merchant maintain more than five percent (5%) of gross sales for the 90 day period prior to termination in a Reserve Account.

## **16. DEFAULT/SECURITY INTEREST.**

Upon failure by Merchant to meet any of its obligations under this Card Services Agreement (including funding the Reserve Account), any of the accounts referred to in Section 5 or any other accounts belonging to Merchant, Merchant's affiliated entities, or Merchant's guarantor held by any designated depository (or by any other financial institution) may be debited without notice to Merchant, and Merchant (on behalf of itself and its affiliated entities) hereby grants to Member, Global Direct a lien and security interest in all of Merchant's right, title and interest in or to any of the following assets or properties: (a) all of the accounts referenced in the preceding sentence, (b) the Reserve Account, (c) any rights to receive credits or payments under this Card Services Agreement and (d) all deposits and other property of Merchant that Member or its affiliates possess or maintain (including all proceeds of the foregoing). Merchant shall execute, acknowledge or deliver any documents or take any actions Member, Global Direct may from time to time request to better assure, preserve, protect, perfect, maintain or enforce this security interest. To the extent permitted by law, Merchant irrevocably authorizes Member, Global Direct to file any financing statements (at Merchant's expense) in any relevant jurisdiction or any other documents or instruments related to this security interest. Merchant represents and warrants that (a) Merchant has good and valid rights and title to the property described herein, (b) Merchant has full power and authority to grant to Member the security interest pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Card Services Agreement, without the consent or approval of any other person or entity, (c) no other person or entity has a security interest or lien in any of the property described herein and (d) this security interest is a first lien security interest and secures Merchant's obligations to Member under this Card Services Agreement. Member shall have all rights of a secured party and Merchant must obtain the prior written consent of Member before granting any subsequent security interest or lien in the property described herein. Merchant agrees that it is Merchant's intent that these accounts and secured property shall to the extent allowed by applicable law not be subject to any preference, claim, or stay by reason of any bankruptcy or insolvency law. Merchant agrees to act consistently with the understanding that said accounts and secured property under this Card Services Agreement are free of all such preferences, claims or stays by reason of and as allowed by any such law. The scope of the security interest, and Merchant's (on behalf of itself and its affiliated entities) and Merchant's guarantor's instructions to its financial institutions to accept withdrawal requests from Global Direct, Member, and Merchant's agreement to hold such institutions harmless and to indemnify them are described above in Section 15.

Merchant also agrees that, in the event of a default by Merchant, Member has a right of setoff and may apply any of Merchant's balances or any other monies due Merchant from Member towards the payment of amounts due from Merchant under the terms of this Card Services Agreement. The rights stated herein are in addition to any other rights Global Direct, Member may have under applicable law.

## **17. DISPUTE RESOLUTION – ARBITRATION AND CLASS ACTION WAIVER**

**NOTE: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS AND THE RESOLUTION OF DISPUTES**

- 17.1 MANDATORY ARBITRATION: ANY DISPUTE OR CLAIM ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS CARD SERVICES AGREEMENT OR THE RELATIONSHIPS WHICH RESULT FROM THIS CARD SERVICES AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT; HOWEVER, YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF (1) THE CLAIMS QUALIFY FOR SMALL CLAIMS COURT; (2) THE MATTER REMAINS IN SMALL CLAIMS COURT AT ALL TIMES; AND (3) THE MATTER PROCEEDS ONLY ON AN INDIVIDUAL (NOT A CLASS OR REPRESENTATIVE BASIS). ARBITRATION DOES NOT PROCEED BEFORE A JURY AND MAY INVOLVE MORE LIMITED DISCOVERY THAN A COURT PROCEEDING. ANY ARBITRATION UNDER THIS CARD SERVICES AGREEMENT WILL ONLY BE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED.** The arbitrator's award or decision will not affect issues or claims involved in any proceeding between Global Direct or Member and any person or entity who is not a party to the arbitration. The arbitrator may award monetary, declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator's award, if any, will not apply to any person or entity that is not a party to the arbitration. However, nothing in this Section or this Card Services Agreement shall preclude any party from bringing issues to the attention of federal, state or local agencies. Such agencies can, if the law allows, seek relief on your behalf. Further, notwithstanding the foregoing, nothing in this Section or this Agreement prohibits a party from applying to a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other equitable relief. The Federal Arbitration Act (9 U.S.C. § 1 et seq.) governs the interpretation and enforcement of the arbitration provisions of this section. Arbitration will be administered by JAMS ([www.jamsadr.com](http://www.jamsadr.com)). For claims greater than \$250,000, the JAMS Comprehensive Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply (if no such rules are in effect, JAMS default arbitration rules shall apply). For claims equal to or less than \$250,000, the JAMS Streamlined Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply (if no such rules are in



effect, JAMS default arbitration rules shall apply). Unless the arbitrator(s) determine that justice or fairness require otherwise: (i) any arbitration will proceed in Atlanta, Georgia (although, for the convenience of the Merchant or guarantor (as applicable), any party or its counsel may participate telephonically); and (ii) the arbitrator(s) will oversee limited discovery, taking into account the amount in controversy and the parties' desire to keep proceedings cost-effective and efficient. Any decision rendered in any arbitration proceeding shall be final and binding on each of the parties to the arbitration and judgment may be entered thereon in any court of competent jurisdiction. The parties will maintain the confidential nature of the arbitration proceeding except as may be necessary to enforce any award or to comply with applicable law.

If the total damage claims in an arbitration are \$10,000 or less, not including the Merchant's attorney fees ("Small Arbitration Claim"), the arbitrator may, if the Merchant, prevails, award the Merchant reasonable attorney fees, expert fees and costs (separate from Arbitration Costs as defined below), but may not grant Global Direct or Member its attorney fees, expert fees or costs (separate from Arbitration Costs) unless the arbitrator determines that the Merchant's claim was frivolous or brought in bad faith. In a Small Arbitration Claim case, Global Direct will pay all arbitration filing, administrative and arbitrator costs (together, "Arbitration Costs"). The Merchant must submit any request for payment of Arbitration Costs to JAMS at the same time the Merchant submits its Demand for Arbitration. However, if the Merchant wants Global Direct to advance the Arbitration Costs for a Small Arbitration Claim before filing, Global Direct will do so at the Merchant's written request which must be sent to Global Direct at the address set forth in the Notices section (Section 22) herein below.

If the Merchant's total damage claims in an arbitration exceed \$10,000, not including the Merchant's attorney fees ("Large Arbitration Claim"), the arbitrator may award the prevailing party its reasonable attorneys' fees and costs, or it may apportion attorneys' fees and costs between the Merchant and Global Direct (such fees and costs being separate from Arbitration Costs). In a Large Arbitration Claim case, if the Merchant is able to demonstrate that the Arbitration Costs will be prohibitive as compared to the costs of litigation, Global Direct will pay as much of the Arbitration Costs as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive.

Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Requirements Guide (the "American Express Guide").

- 17.2 Choice of Forum: A court, not the arbitrator, will decide any questions regarding the validity, scope and/or enforceability of Section 17.1. Any litigated action (as opposed to an arbitration) regarding, relating to or involving the validity, scope and/or enforceability of Section 17.1, or otherwise, shall be brought in either the courts of the State of Georgia sitting in Fulton County or the United States District Court for the Northern District of Georgia, and Merchant and guarantor (if applicable) expressly agree to the exclusive jurisdiction of such courts. Merchant and guarantor (if applicable) hereby agree and consent to the personal jurisdiction and venue of such courts, and expressly waive any objection that Merchant or guarantor might otherwise have to personal jurisdiction or venue in such courts.
- 17.3 Class Action Waiver: MERCHANT AND GUARANTOR (IF APPLICABLE) ACKNOWLEDGE AND AGREE THAT ALL DISPUTES ARISING OUT OF OR RELATED TO THIS CARD SERVICES AGREEMENT SHALL BE RESOLVED ON AN INDIVIDUAL BASIS WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND SHALL NOT BE CONSOLIDATED WITH THE CLAIMS OF ANY OTHER PARTIES. MERCHANT AND GUARANTOR (IF APPLICABLE) FURTHER AGREE TO WAIVE, AND HEREBY WAIVE, THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR TO LITIGATE OR ARBITRATE ON A CLASS-WIDE BASIS.

## **18. AMENDMENTS.**

This Card Services Agreement may be amended only in writing signed by Global Direct, Member, and Merchant, except that (a) the Card Acceptance Guide and any and all fees, charges, and/or discounts (including without limitation surcharges) may be changed immediately, or (b) Global Direct may mail Merchant either (i) a notice describing amendments to this Card Services Agreement or new services to be provided or fees to be charged to Merchant or (ii) an entirely new agreement, which notice, amendments or new agreement will be binding upon Merchant if it deposits sales or credit slips after the effective date of such amendment or new agreement set forth in Global Direct's notice.

## **19. WAIVER.**

No provision of this Card Services Agreement shall be deemed waived by any party unless such waiver is in writing and signed by the party against whom enforcement is sought. No failure to exercise, and no delay in exercising on the part of any party hereto, any right, power or privilege under this Card Services Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Card Services Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

## **20. EXCHANGE OF INFORMATION.**

Merchant authorizes Global Direct to order a credit report on Merchant or any owner, officer, shareholder, partner, proprietor, managing agent or guarantor of Merchant. Merchant hereby authorizes Member or any depository institution to release any financial information concerning Merchant or its accounts to Global Direct. Subsequent credit reports may be ordered in connection with updating, renewing or continuing this Card Services Agreement. Upon the written request of any individual who is the subject of a consumer credit report, Global Direct will provide the name and address of the consumer credit reporting agency furnishing such report, if any. Global Direct may exchange information about Merchant, Merchant's owners, principals, partners, proprietors, officers, shareholders, managing agents and guarantors with Member, other financial institutions and credit card associations, network organizations and any other party. Merchant hereby authorizes Global Direct to disclose information concerning Merchant's activity to any card association, network organizations, or any of their member financial institutions, or any other party without any liability whatsoever to Merchant.

## **21. GENERAL.**

If any provision of this Card Services Agreement or portion thereof is held to be unenforceable, such a determination will not affect the remainder of this Card Services Agreement. Paragraph headings are included for convenience only and are not to be used in interpreting this Card Services Agreement.

## **22. NOTICES.**

All notices required by this Card Services Agreement shall be in writing and shall be sent by facsimile, by overnight carrier, or by regular or certified mail. All notices sent to Global Direct or Member shall be effective upon actual receipt by the Corporate Secretary of Global Payments Direct, Inc. - 3550 Lenox Road NE, Suite 3000, Atlanta GA 30326. Any notices sent to Merchant shall be effective upon the earlier of actual receipt or upon sending such notice to the address provided by Merchant in the Merchant Application or to any other e-mail or physical address to which notices, statements and/or other communications are sent to the Merchant hereunder. The parties hereto may change the name and address of the person to whom notices or other documents required under this Card Services Agreement must be sent at any time by giving written notice to the other party.

## **23. MERGER.**

This Card Services Agreement, including these Card Services Terms & Conditions and the Merchant Application, constitutes the entire agreement between Merchant, Global Direct, and Member and supersedes all prior memoranda or agreements relating thereto, whether oral or in writing.

## **24. EFFECTIVE DATE.**

This Card Services Agreement shall become effective only upon acceptance by Global Direct and Member, or upon delivery of indebtedness at such locations as designated by Global Direct for purchase, whichever event shall first occur.

## **25. DESIGNATION OF DEPOSITORY.**

The financial institution set forth in the Merchant Application is designated by Merchant as a depository institution ("Depository") for its credit card indebtedness. Such financial institution must be a member of an Automated Clearing House Association. Merchant authorizes payment for indebtedness purchased hereunder to be made by paying Depository therefore with instructions to credit Merchant's accounts. Depository, Member, and/or Global Direct may charge any of Merchant's accounts at Depository for any amount due under this Card Services Agreement.

Global Direct must approve in writing any proposed changes to the account numbers or to the Depository. Merchant hereby authorizes Depository to release any and all account information to Global Direct as Global Direct may request without any further authorization, approval or notice from or to Merchant.

## **26. FINANCIAL ACCOMMODATION.**

The acquisition and processing of sales slips hereunder is a financial accommodation and, as such, in the event Merchant becomes a debtor in bankruptcy, this Card Services Agreement cannot be assumed or enforced, and Global Direct and Member shall be excused from performance hereunder.

## **27. DEBIT / ATM PROCESSING SERVICES: ADDITIONAL TERMS AND CONDITIONS.**

Debit Sponsor shall act as Merchant's sponsor with respect to the participation of point-of-sale terminals owned, controlled, and/or operated by Merchant (the "Covered Terminals") in each of the following debit card networks ("Networks"): Accel, AFFN, Alaska Option, CU24, Interlink, Maestro, NYCE, Pulse, Shazam, Star, and Tyme, which Networks may be changed from time-to-time by Debit Sponsor or Global Direct without notice. Merchant may also have access to other debit networks that do not require a sponsor. Global Direct will provide Merchant with the ability to access the Networks at the Covered Terminals for the purpose of authorizing debit card transactions from cards issued by the members of the respective Networks.

Global Direct will provide connection to such Networks, terminal applications, settlement, and reporting activities. Merchant will comply with all federal, state, and local laws, rules, regulations, and ordinances ("Applicable Laws") and with all by-laws, regulations, rules, and operating guidelines of the Networks ("Network Rules"). Merchant will execute and deliver any application, participation, or membership agreement or other document necessary to enable Debit Sponsor to act as sponsor for Merchant in each Network. Merchant agrees to utilize the debit card Services in accordance with the Card Services Agreement, its exhibits or attachments, and Global Direct's instructions and specifications (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement), and to provide Global Direct with the necessary data in the proper format to enable Global Direct to properly furnish the Services. Copies of the relevant agreements or operating regulations shall be made available to Merchant upon request.

Merchant shall not in any way indicate that Debit Sponsor endorses Merchant's activities, products, or services. Debit Sponsor and Merchant are and shall remain independent contractors of one another, and neither they, nor their respective individual employees, shall have or hold themselves out as having any power to bind the other to any third party. Nothing contained in this Section shall be construed to create or constitute a partnership, joint venture, employer-employee, or agency relationship between Debit Sponsor and Merchant.

In the event that Debit Sponsor's sponsorship of Merchant in any Network is terminated prior to the termination of the Card Services Agreement, Global Direct may assign Debit Sponsor's rights and obligations hereunder to a third party. All provisions in this Section necessary to enforce the rights and obligations of the parties contained in this Section shall survive the termination of Debit Sponsor's debit sponsorship of Merchant under the Card Services Agreement. Debit Sponsor may assign this Agreement to any parent, subsidiary, affiliate, or successor-in-interest.

## **28. MERCHANT ACCEPTANCE OF EBT TRANSACTIONS: ADDITIONAL TERMS AND CONDITIONS.**

Merchant agrees to issue Benefits to Recipients in accordance with the procedures specified herein, and in all documentation and user guides provided to Merchant by Global Direct, as amended from time-to-time (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement); and pursuant to the Quest Operating Rules (the "Rules"), as amended from time-to-time, issued by the National Automated Clearing House Association as approved by the Financial Management Service of the U.S. Treasury Department. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed them in the Rules. Merchant will provide each recipient a receipt of each Benefit issuance. Merchant will be solely responsible for Merchant's issuance of Benefits other than in accordance with authorizations. Merchant agrees to comply with all the requirements, laws, rules and regulations pertaining to the delivery of services to Benefit Recipients and Benefit Recipient confidentiality. If Merchant issues FS Benefits under this Card Services Agreement, Merchant represents and warrants to Global Direct that Merchant is an FNS-authorized "Merchant" (as such term is defined in the Rules) and is not currently suspended or disqualified by FNS. Merchant agrees to secure and maintain at its own expense all necessary licenses, permits, franchises, or other authorities required to lawfully effect the issuance and distribution of Benefits under this Card Services Agreement, including without limitation, any applicable franchise tax certificate and non-governmental contractor's certificate, and covenants that Merchant will not issue Benefits at any time during which Merchant is not in compliance with the requirements of any applicable law. Merchant agrees to hold Global Direct harmless from any costs of compliance or failure to comply with any such obligation by Merchant. Global Direct may terminate or modify the provision of Services to Merchant if any of Global Direct's agreements with government EBT agencies are terminated for any reason or if any party threatens to terminate services to Global Direct due to some action or inaction on the part of Merchant. If any of these Card Services Terms & Conditions are found to conflict with Federal or State law, regulation or policy of the Rules, these Card Services Terms & Conditions are subject to reasonable amendment by Global Direct, the State or its EBT Service Provider to address such conflict upon ninety (90) days written notice to Merchant, provided that Merchant may, upon written notice, terminate the Card Services Agreement upon receipt of notice of such amendment. Nothing contained herein shall preclude the State from commencing appropriate administrative or legal action against Merchant or for making any referral for such action to any appropriate Federal, State, or local agency. Any references to "State" herein shall mean the State in which Merchant issues Benefits pursuant hereto. If Merchant issues Benefits in more than one State pursuant hereto, then the reference shall mean each such State severally, not jointly.

## **29. DECLINE MINIMIZER SERVICES.**

In the event that Merchant elects to use Global Direct's Decline Minimizer Service (as defined herein below), the following terms apply. Merchant represents and warrants that its business is of such a nature that it periodically needs to receive updated cardholder account information and that Merchant does not belong to any high-risk categories as determined by any Card Schemes. In consideration of Merchant's payment of any fees and charges set forth herein, Global Direct agrees to provide to Merchant certain Card decline minimizer services facilitated by applicable card associations, which services are designed to assist merchants in recurring payment industries with maintenance of current cardholder account data (such services, the "Decline Minimizer Services"). The Decline Minimizer Services are subject to availability as determined by the card associations. Merchant acknowledges that a card association may terminate or suspend Global Direct's ability or right to provide the Decline Minimizer Services, and Global Direct may terminate its obligations with respect to the Decline Minimizer Service at any time upon notice to Merchant. The Decline Minimizer Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant accordance with this Agreement.

## **30. DISCOVER PROGRAM MARKS.**

Merchant is hereby granted a limited non-exclusive, non-transferable license to use Discover brands, emblems, trademarks, and/or logos that identify Discover cards ("Discover Program Marks"). Merchant is prohibited from using the Discover Program Marks other than as expressly authorized in writing by Global Direct. Merchant shall not use the Discover Program Marks other than to display decals, signage, advertising and other forms depicting the Discover Program Marks that are provided to Merchant by Global Direct pursuant to this Card Services Agreement or otherwise approved in advance in writing by Global Direct. Merchant may use the Discover Program Marks only to promote the services covered by the Discover Program Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the Discover Program Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Discover Program Marks. Merchant recognizes that it has no ownership rights in the Discover Program Marks and shall not assign to any third party any of the rights to use the Discover Program Marks.

## **31. PAYPAL MARKS.**

PayPal Marks means the brands, emblems, trademarks, and/or logos that identify PayPal Acceptance. Merchant shall not use the PayPal Marks other than to display decals, signage, advertising, and other forms depicting the PayPal Marks that are provided to Merchant by Global Direct pursuant to the Merchant Program or otherwise approved in advance in writing by Acquirer. Merchant may use the PayPal Marks only to promote the services covered by the PayPal Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the PayPal Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the PayPal Marks. Merchant recognizes that it has no ownership rights in the PayPal Marks. Merchant shall not assign to any third party any of the rights to use the PayPal Marks. Merchant is prohibited from using the PayPal Marks, not permitted above, unless expressly authorized in writing by PayPal.

## **32. AMERICAN EXPRESS CARD ACCEPTANCE.**

Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Guide is hereby incorporated by reference into this Card Services Agreement. In addition, Merchant agrees to comply with the terms of all other security and operational guides published by American Express from time to time, including the American Express Data Security Requirements. Merchant hereby authorizes Global Direct to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the American Express Guide sold, or (if applicable) for charitable contributions made,

at all of its establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Card Services Agreement. For the avoidance of doubt, "cardholder" as used in this Card Services Agreement shall include Card Members as defined in the American Express Guide.

Merchant hereby acknowledges and agrees that (i) Global Direct may disclose American Express Transaction Data (which for purposes of this Section 32 shall have the same definition as "Transaction Data" in the American Express Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Card Services Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact Global Direct customer service as described in this Card Services Agreement. For purposes of this Section 32, "Merchant Data" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this Section 32 means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed to together when determining whether Merchant has exceeded the thresholds above.

Merchant shall not assign to any third party any American Express-related payments due to it under this Card Services Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to Global Direct, its affiliated entities and/or any other cash advance funding source that partners with Global Direct or its affiliated entities, without consent of American Express.

In connection with Merchants acceptance of American Express, Merchant agrees to comply with and be bound by, the rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard). Merchant hereby agrees to report all actual or suspected Data Incidents (as such term is defined in the American Express Data Security Requirements) immediately to Global Direct and American Express immediately upon discovery thereof.

Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce the Card Services Agreement against Merchant to the extent applicable to American Express processing. Merchant's termination of American Express card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact Global Direct customer service as described in this Card Services Agreement.

Without limiting any other rights provided herein, Global Direct shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any American Express Card Member for any purchase or payment on the American Express card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the American Express Guide.

### **33. ELECTRONIC SIGNATURES.**

Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Card Services Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (1) your electronic signature is associated with the Card Services Agreement and related documents, (2) you consent and intend to be bound by the Card Services Agreement and related documents, and (3) the Card Services Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Card Services Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

By pressing Submit, you agree (i) that the Card Services Agreement and related documents shall be effective by electronic means, (ii) to be bound by the terms and conditions of this Card Services Agreement and related documents, (iii) that you have the ability to print or otherwise store the Card Services Agreement and related documents, and (iv) to authorize us to conduct an investigation of your credit history with various credit reporting and credit bureau agencies for the sole purpose of determining the approval of the applicant for merchant status or equipment leasing. This information is kept strictly confidential and will not be released.

### **34. SURCHARGES/OTHER FEES.**

Merchant pricing appears in the Card Services Fee Schedule of the Merchant Application. T&E merchants (airline, car rental, cruise line, fast food, lodging, restaurant, travel agent, transportation) may have separate rates quoted for consumer and commercial (business) transactions. Transactions that do not clear as priced are subject to surcharges (as outlined in Merchant Application) that are billed back to you on your monthly statement. The most predominant market sectors and transactions types for surcharges appear below, however, such sectors and transaction types are not comprehensive and are subject to change. Most surcharges can be avoided by using a product that supports authorization and market data requirements established by the card associations and that are subject to change from time to time.



Some surcharges occur on specific types of cards (including without limitation Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and "foreign" cards issued outside the United States). Unless your Card Services Fee Schedule specifically addresses commercial cards (i.e., Business Cards, Corporate Cards, Fleet Cards, GSA Cards, Purchase Cards), you will be billed back for the higher cost of acceptance of commercial cards, unless you are primarily a business-to-business supplier with corresponding pricing based on acceptance of commercial cards. The card associations require that information from the original authorization, including a lifecycle identifier, be retained and returned with subsequent authorizations and/or the settled transaction data. The card associations validate this information as part of the clearing and settlement process. If authorization data is not retained and returned at settlement, then the transaction will not clear as priced and will incur a surcharge. For more information concerning surcharging and to view market data, you may wish to check the Global Direct website ([www.globalpaymentsinc.com](http://www.globalpaymentsinc.com)) for best practices information and to license Global Access @dantage (GA@) or Business View for transaction detail review.

The items listed in this Section 34 are not and are not intended to be a comprehensive list of all instances in which surcharges may apply. Surcharges may apply in additional situations. All surcharges may include additional fees assessed by the applicable card association and Member or Global Direct.

In addition, Merchant may be assessed additional fees which will be in addition to the fees stated on the Merchant Application, including the following:

Merchant will also be assessed (a) Cross-Border fees and a U.S. Acquirer Support fee for international MasterCard and Maestro transactions, (b) an International Service Assessment fee and International Acquirer fee for international Visa transactions, and (c) an International Processing fee and International Service fee for international Discover transactions. These fees, which are applicable to transactions between Merchant and a non-U.S. MasterCard, Maestro, Visa, American Express, or Discover cardholder will be displayed as a separate item on Merchant's monthly statement and may include fees assessed by both the applicable card association and Member or Global Direct.

Merchant will also be assessed per transaction access or participation fees and assessment rates for Visa, MasterCard, American Express, Discover and PayPal transactions, which will be displayed as a separate item on Merchant's monthly statement and may include fees by both the applicable card association and Member or Global Direct.

Merchant will also be assessed a Discover Network Authorization Fee.

Merchant may also be assessed a PCI DSS Compliance fee, which will appear as a separate item on Merchant's monthly statement. This fee is assessed by Member and Global Direct in connection with Member and Global Direct's efforts to comply with the PCI Data Security Standard and does not ensure Merchant's compliance with the PCI Data Security Standard or any law, rule or regulation related to cardholder data security. The payment of such fee shall not relieve Merchant of its responsibility to comply with all rules and regulations related to cardholder data security, including without limitation the PCI Data Security Standard. Merchant may also be assessed a PCI DSS Non-Compliance fee until they validate compliance or confirm they are using a PA DSS Validated payment application.

Merchant will also be assessed the following fees on or related to Visa transactions: the Visa Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch, the Visa Zero Floor Limit Fee, which will be assessed on settled transactions that were not authorized, the Visa Zero Dollar Verification fee, which will be assessed on transactions where Merchant requested an address verification response without an authorization, the Visa Transaction Integrity fee, which will be assessed on Visa signature debit and prepaid transactions that fail to meet processing and transaction standards defined by Visa, and a monthly fee based on the number of card present Merchant locations by Merchant taxpayer identification number and/or all Visa volume processed by a Merchant's taxpayer identification number. Merchant will also be assessed a MasterCard CVC2 Transaction fee and the MasterCard Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch or not properly reversed within 120 days, and an acceptance and licensing fee that will be applied to the Merchant's total U.S. MasterCard sales volume. These fees will be displayed as separate items on Merchant's monthly statement, provided that the acceptance and licensing fee may be included with Merchant's MasterCard assessment fees, and may include fees assessed by both the applicable card association and Member or Global Direct.

## **SURCHARGES FOR PREDOMINANT MARKET SECTORS**

### **Retail/Restaurant Electronic Merchant**

If you are a Retail Merchant or a Restaurant Merchant with retail-only pricing (no Business Card Rate) and utilize a certified terminal product or electronic system or the payment application provided by Global Direct or its partner, which is designed for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation retail commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and all Commercial Cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for No Signature Required [NSR] program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions unless a Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or, Bar/Tavern (MCC 5513), Beauty/Barber Shop (MCC 7230), or Taxi/Limousines (MCC 4121).
- The electronic authorization amount must be equal to the transaction amount on Discover retail transactions except that Taxi Limousines (MCC 4121) and Beauty/Barber Shop (MCC 7230) merchant transactions may vary up to 20%. Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or Bar/Tavern (MCC 5513) transactions may vary by more than 20% from the electronic authorization without incurring surcharges.

### **Restaurant Electronic Merchant**

If you are a Restaurant Merchant MCC 5812 or Fast Food Merchant MCC 5814 and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.

### **Supermarket Electronic Merchant**

If you are an approved (certified) supermarket merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Supermarket Credit Card and Supermarket Check Card. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

### **Emerging Market Electronic Merchant**

If you qualify as an Emerging Market Merchant (as defined by Association guidelines from time to time) and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all the following requirements will be priced at the rates quoted. Any other transaction, including commercial card transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and non-magnetic stripe read foreign transactions will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. In addition, each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization.
- Settle and transmit batches same day via your terminal/electronic system.
- Provide market data as required. See Note.

NOTE: If card is not present and a magnetic stripe read does not occur, then Merchant may be required to comply with "Direct Marketer" market data requirements including AVS request on cardholder billing address at time of authorization. If card is present and cardholder signature is obtained, however the magnetic stripe is damaged, then Merchant may be required to obtain AVS match on cardholder billing address zip code.

### **MOTO Electronic Merchant**

If you are a MOTO Merchant (non-magnetic swipe read transactions), and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate quoted. Any other transaction, including all foreign transactions and commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settle amount).
- Address Verification Request in authorization on cardholder billing address. For Discover transactions, Merchant must obtain full address verification request on street number and/or 9 digit postal code.
- CID verification for Discover merchants on non-recurring transactions.
- Purchase date (settled date) is ship date.
- Send order number with each transaction.
- Settle and transmit batches same day via your terminal/electronic system.
- Send level 3 data (line item detail, sales tax, customer code) with every eligible commercial card transaction.

NOTE: Card Not Present transactions involving one-time, recurring, or installment bill payment transactions are subject to additional card association requirements which must be complied with to avoid surcharges. Electronic commerce transaction requirements are also subject to additional card association requirements which must be complied with to avoid surcharges. Please refer to Card Acceptance Guide for additional requirements.

NOTE: Transactions which utilize our TouchTone Capture system for authorizations and settlement, settle beyond 48 hours, or are not transmitted via the TouchTone Capture system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

### **Public Sector Electronic Merchant**

If you are an approved (certified) public sector merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Public Sector. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

### **Purchase Card Electronic Merchant**

If you are a Purchase Card Merchant (non-magnetic swipe read transactions) and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets the following requirements will be priced at the rate quoted. Each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Each Visa business and commercial card transaction will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Any other transaction that does not meet the following requirements, including without limitation foreign transactions, tax-exempt Visa Commercial transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settled amount).
- Address Verification Request in authorization on cardholder billing address.
- Purchase date (settled date) is ship date.
- Send order number (customer code) with each transaction.
- Send tax amount with every transaction.
- Send Level 3 data (line item detail) with every eligible commercial card transaction. Sales tax exempt transactions will not be considered to meet these requirements unless they include Level 3 data (line item detail).
- Settle and transmit batches same day via your terminal/electronic system.

### **Lodging/Auto Rental Electronic Merchant**

If you are a Lodging or Auto Rental Merchant utilizing a terminal or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation non-magnetic stripe read foreign transactions, and transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic swipe read (card swipe/electronic imprint) at the time of check-in.
- Obtain additional electronic authorizations or send partial reversals to bring total authorized amount within 15% of settled amount. Authorizations must meet card association requirements.
- Obtain a cardholder signature for final transaction amount.
- Purchase Date is hotel check-out date/auto return date.
- Length of guest stay/rental in initial authorization.
- Hotel Folio/Rental Agreement Number and check-in date/check-out date transmitted with each transaction.
- Additional market data may be required for commercial card transactions to avoid surcharges. Lodging merchants who (1) accept credit cards for advance payment; (2) guarantee reservations using a credit card; or (3) provide express check-out services to guests, must comply with additional card association requirements for these services in addition to additional authorization and settlement market data requirements. Lodging merchants who subject charges to final audit and bill for ancillary/additional charges must comply with additional bank card association requirements for these services in addition to additional authorization and settlement market data requirements to avoid surcharges. These transactions may also be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Please see Card Acceptance Guide for requirements and best practices for these transactions.

### **Paper Deposit Merchant**

Non-terminal/electronic paper deposit transactions will be priced at the rate quoted in the Card Services Fee Schedule of the Merchant Application.

### **Debit Card Merchant**

Each debit card transaction will be assessed the network's acquirer fee in addition to the debit card per item fee quoted in the Card Services Fee Schedule of the Merchant Application.

**Card Present: / Mag Stripe Failure:**

A magnetic stripe read is also referred to as an electronic imprint. If the magnetic stripe is damaged, then other validation means may be required to protect against counterfeit cards and merchant must obtain a manual imprint. Most products, including the payment application, if any, will prompt for cardholder billing zip code and perform an AVS check for a zip code match. CID verification is recommended for Discover key-entered transactions. Key-entered retail transactions are subject to higher interchange and surcharges.

The foregoing information regarding surcharging is not comprehensive and is subject to change by the card association. Additional or different rates or fees may apply based on the details of a subject transaction.

All questions regarding Card Services should be referred to Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA 30326, or call: 1-800-367-2638.

Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Contact information for Member is listed in the Merchant Application.

**Global Payments Direct Inc.** is a registered ISO of BMO Harris Bank N.A. and Wells Fargo Bank, N.A.

**Debit sponsorship** is provided by Old Line Bank - 1525 Pointer Ridge Place, Bowie, MD. 20716, 1(800)617-7511.



## Additional Owner/Officer Information Page for Merchant Processing Agreement (If Needed)

Note: Complete Owner / Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. Spaces 1 - 4 must be completed directly on the Merchant Processing Agreement; all additional owner/officer information may be provided on the Additional Owner/Officer Page as needed.

### Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization.

Your Card Services Agreement is between Global Payments Direct, Inc. ("Global Direct"), the Merchant named above, and the Member named below ("Member"). Member is a member of Visa, USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ("Discover") and a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"). A copy of the Card Services Terms and Conditions, revision number 10/18-GP-WF-OE-MUA, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.

### **IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE CARD SERVICES TERMS & CONDITIONS.**

By your signature below on behalf of Merchant, you certify that all information provided in this Merchant Application is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Terms and Conditions. In addition by your signature below on behalf of Merchant you authorize Global Direct and/or Open Edge Payments, LLC. to order a consumer credit report on you, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account.

#### Additional Owners

Complete Owner/Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. An owner or person with control listed, must be the one to accept the agreement at the end of this application.

## CARD SERVICES TERMS & CONDITIONS

### PLEASE READ SECTION 17 ("DISPUTE RESOLUTION") CAREFULLY AS IT RELATES TO ARBITRATION AND CLASS ACTIONS

#### 1. GENERAL.

The "Card Services Agreement" consists of these Card Services Terms & Conditions and the Merchant Application and is made by and among Merchant (or "you"), Global Payments Direct, Inc. ("Global Direct"), and Member (as defined below). The provisions in the Card Services Agreement are applicable to Merchant if Merchant has signed the appropriate space in the Acceptance of Terms & Conditions/Merchant Authorization section of the Merchant Application. The member bank identified in the Merchant Application ("Member") is a member of Visa USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"). Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard, a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"), and a registered acquirer for Discover Financial Services LLC ("Discover"). Any references to the Debit Sponsor shall refer to the debit sponsor identified below.

Merchant and Global Direct agree that the rights and obligations contained in these Card Services Terms and Conditions do not apply to the Member with respect to American Express, Discover and PayPal transactions and Switched Transactions (as defined below). To the extent Merchant accepts Discover cards, the provisions in this Agreement with respect to Discover apply if Merchant does not have a separate agreement with Discover. In such case, Merchant will also be enabled to accept JCB, China Union Pay, Diner's Club and, for card present transactions, PayPal cards under the Discover network and such transactions will be processed at the same fee rate as Merchant's Discover transactions are processed. To the extent Merchant accepts Discover cards and has a separate agreement with Discover, Discover and PayPal card transactions shall be processed as Switched Transactions (as defined below). To the extent Merchant accepts American Express cards, the provisions in this Agreement with respect to American Express apply if Merchant does not have a separate agreement with American Express.

Under the terms of the Card Services Agreement, Merchant will be furnished with the services and products, including any software, described herein and in the Merchant Application and selected by Merchant therein (collectively and individually, as applicable, the "Services"). During the term of the Card Services Agreement, Global Direct will be the sole and exclusive provider of all card Services to Merchant. Any Merchant accepted by Global Direct for card processing services agrees to be bound by the Card Services Agreement, including the terms of the Merchant Application and these Card Services Terms & Conditions as may be modified or amended in the future. A MERCHANT'S SUBMISSION OF A TRANSACTION TO GLOBAL DIRECT SHALL BE DEEMED TO SIGNIFY MERCHANT'S ACCEPTANCE OF THE CARD SERVICES AGREEMENT, INCLUDING THE TERMS AND CONDITIONS HEREIN.

Except as expressly stated in the first three paragraphs of Section 13, all terms and conditions of this Card Services Agreement shall survive termination

#### 2. SERVICE DESCRIPTIONS.

**Credit Card Processing Services:** Global Direct's credit card processing services consist of authorization and electronic draft capture of credit card transactions; outclearing of such transactions to the appropriate card associations and/or issuers (e.g., Visa, MasterCard, American Express, Diners, Discover); settlement; dispute resolution with cardholders' banks; and transaction-related reporting, statements and products. From time to time under this Card Services Agreement, upon Merchant's request, Global Direct may facilitate the transmission of certain payment card transactions ("Switched Transactions") to the respective card issuers, including but not limited to American Express®, Diners Club® and various fleet, private label and commercial cards. Switched Transactions require Global Direct's prior written approval and are subject to applicable pricing; Global Direct does not purchase the indebtedness associated with Switched Transactions.

**EBT Transaction Processing Services:** Global Direct offers electronic interfaces to Electronic Benefits Transfer ("EBT") networks for the processing of cash payments or credits to or for the benefit of benefit recipients ("Recipients"). Global Direct will provide settlement and switching services for various Point of Sale transactions initiated through Merchant for the authorization of the issuance of the United States Department of Agriculture, Food and Nutrition Services ("FNS") food stamp benefits ("FS Benefits") and/or government delivered cash assistance benefits ("Cash Benefits," with FS Benefits, "Benefits") to Recipients through the use of a state-issued card ("EBT Card").

Provisions regarding debit card services are set forth in Section 27 below.

With respect to Visa and MasterCard products, Merchant may elect to accept credit cards or debit/prepaid cards or both. Merchant shall so elect on the Merchant Application being completed contemporaneously herewith. Merchant agrees to pay and Merchant's account(s) will be charged pursuant to Section 5 of this Card Services Agreement for any additional fees incurred as a result of Merchant's subsequent acceptance of transactions with any Visa or MasterCard product that it has elected not to accept.

#### 3. PROCEDURES.

Merchant will permit holders of valid cards bearing the symbols of the cards authorized to be accepted by Merchant hereunder to charge purchases or leases of goods and services and the debt resulting therefrom shall be purchased hereunder, provided that the transaction complies with the terms of this Card Services Agreement. All indebtedness submitted by Merchant for purchase will be evidenced by an approved sales slip. Merchant will not present for purchase any indebtedness that does not arise out of a transaction between a cardholder and Merchant. Merchant agrees to follow the Card Acceptance Guide which is incorporated into and made part of this Card Services Agreement, and to be bound by the operating regulations, requirements, and rules of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization covered by this Card Services Agreement, as any of the above referenced documents may be modified and amended from time to time. Merchant acknowledges that the Card Acceptance Guide is located on Global Direct's website at [www.globalpaymentsinc.com](http://www.globalpaymentsinc.com). Without limiting the generality of the foregoing, Merchant agrees to comply with and be bound by, and to cause any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement to comply with and be bound by, the rules and regulations of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation, all rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard), Visa's Cardholder Information Security Program, MasterCard's Site Data Protection Program, and Payment Application Best Practices. Merchant also agrees to cooperate at its sole expense with any request for an audit or investigation by Global Direct, Member, a card association or network organization in connection with cardholder and transaction information security.

Without limiting the generality of the foregoing, Merchant agrees that it will use information obtained from a cardholder in connection with a card transaction solely for the purpose of processing a transaction with that cardholder or attempting to re-present a chargeback with respect to such transaction. Merchant will indemnify and hold Global Direct and Member harmless from any fines and penalties issued by Visa, MasterCard, American Express, Discover, PayPal or any card association or network organization and any other fees and costs arising out of or relating to the processing of transactions by Global Direct and Member at Merchant's location(s) and will reimburse Global Direct for any losses incurred by Global Direct with respect to any such fines, penalties, fees and costs.

Without limiting the generality of any other provision of this Card Services Agreement, Merchant also agrees that it will comply with all applicable laws, rules and regulations related to both (a) the truncation or masking of cardholder numbers and expiration dates on transaction receipts from transactions processed at Merchant's location(s), including without limitation the Fair and Accurate Credit Transactions Act and applicable state laws ("Truncation Laws") and (b) the collection of personal information from a cardholder in connection with a card transaction, including all applicable state laws ("Laws on Collection of Personal Information"). As between Merchant, on the one hand, and Global Direct and Member, on the other hand, Merchant shall be solely responsible for complying with all Truncation Laws and Laws on Collection of Personal Information and will indemnify and hold Global Direct and Member harmless from any claim, loss or damage resulting from a violation of Truncation Laws or Laws on Collection of Personal Information as a result of transactions processed at Merchant's location(s).

Global Direct may, from time to time, issue written directions (via mail or Internet) regarding procedures to follow and forms to use to carry out this Card Services Agreement. These directions and the terms of the forms are binding as soon as they are issued and shall form part of these Card Services Terms & Conditions. Such operating regulations and rules may be reviewed upon appointment at Global Direct's designated premises and Merchant acknowledges that it has had the opportunity to request a review and/or review such operating regulations and rules in connection with its execution of this Card Services Agreement.

#### 4. MARKETING.

Merchant shall adequately display the card issuer service marks and promotional materials supplied by Global Direct. Merchant shall cease to use or display such

service marks immediately upon notice from Global Direct or upon termination of this Card Services Agreement.

## 5. PAYMENT, CHARGES AND FEES.

Fees and charges payable by Merchant for all products, services and applications, whether provided by Global Direct or by a third party through Global Direct, shall be as set forth in the Merchant Application (exclusive of taxes, duties and shipping and handling charges). Merchant shall at all times maintain one or more commercial checking accounts with Member or with another financial institution of Merchant's choice acceptable to Member and Global Direct that belongs to the Automated Clearing House ("ACH") network and which can accept ACH transactions Merchant will be paid for indebtedness purchased under this Card Services Agreement by credit to Merchant's account(s). Merchant's account(s) will be credited for the gross amount of the indebtedness deposited less the amount of any credit vouchers deposited. Merchant shall not be entitled to credit for any indebtedness that arises out of a transaction not processed in accordance with the terms of this Card Services Agreement or the rules and regulations of a card association or network organization. Availability of any such funds shall be subject to the procedures of the applicable financial institution. Chargebacks and adjustments will be charged to Merchant's account(s) on a daily basis. Merchant agrees to pay and Merchant's account(s) will be charged for the discount, fees, product service costs, chargebacks, and other fees and charges described in this Card Services Agreement. Merchant also agrees to pay and Merchant's account(s) will be debited for all fees, arbitration fees, fines, penalties, etc. charged or assessed by the card associations or network organizations on account of or related to Merchant's processing hereunder, including without limitation with regards to any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement. If any type of overpayment to Merchant or other error occurs, Merchant's account(s) may be debited or credited, without notice, and if Merchant's account(s) do not contain sufficient funds, Merchant agrees to remit the amount owed directly to Global Direct. Merchant agrees not to, directly or indirectly, prevent, block or otherwise preclude any debit by Global Direct or Member to Merchant's account which is permitted hereunder. Merchant represents and warrants that no one other than Merchant has any claim against such indebtedness except as authorized in writing by Member and Global Direct. Merchant hereby assigns to Member and Global Direct all of its right, title, and interest in and to all indebtedness submitted hereunder, agrees that Member and Global Direct have the sole right to receive payment on any indebtedness purchased hereunder, and further agrees that Merchant shall have no right, title or interest in any such funds, including any such funds held in a Reserve Account (as defined below).

## 6. EQUIPMENT AND SUPPLIES/THIRD PARTY SERVICES.

Merchant agrees that it will not acquire any title, copyrights, or any other proprietary right to any advertising material; leased equipment including imprinters, authorization terminals, card reader hardware or printers; software; credit card authenticators; unused forms (online or paper); and Merchant deposit plastic cards provided by Global Direct in connection with this Card Services Agreement. Merchant will protect all such items from loss, theft, damage or any legal encumbrance and will allow Global Direct and its designated representatives reasonable access to Merchant's premises for their repair, removal, modification, installation and relocation. Merchant acknowledges that any equipment or software provided under this Card Services Agreement is embedded with proprietary technology ("Software"). Merchant shall not obtain title, copyrights or any other proprietary right to any Software. At all time, Global Direct or its suppliers retain all rights to such Software, including but not limited to updates, enhancements and additions. Merchant shall not disclose such Software to any party, convey, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on such Software, or transmit any data that contains software viruses, time bombs, worms, Trojan horses, spyware, disabling devices, or any other malicious or unauthorized code. Merchant's use of such Software shall be limited to that expressly authorized by Global Direct. Global Direct's suppliers are intended third party beneficiaries of this Card Services Agreement to the extent of any terms herein pertaining to such suppliers' ownership rights; such suppliers have the right to rely on and directly enforce such terms against Merchant.

The operating instructions or user guides will instruct Merchant in the proper use of the terminals, other hardware or payment application(s), and Merchant shall use and operate the terminals, other hardware or payment application(s) only in such manner. If Merchant has purchased the relevant maintenance/help desk service hereunder, Merchant will promptly notify Global Direct of any equipment malfunction, failure or other incident resulting in the loss of use of the equipment or software or need for repair or maintenance, whereupon Global Direct will make the necessary arrangements to obtain required maintenance or replacement software or hardware. Merchant is responsible for shipping costs. Merchant shall cooperate with Global Direct in its attempt to diagnose any problem with the terminal, other hardware or payment application(s). In the event the Merchant's terminal requires additional Software, Merchant is obligated to cooperate and participate in a dial in down line load procedure. With respect to any item of equipment leased to Merchant by Global Direct, Merchant will not be liable for normal wear and tear, provided, however, that Merchant will be liable to Global Direct in the event that any leased item of equipment is lost, destroyed, stolen or rendered inoperative. Merchant will indemnify Global Direct against any loss arising out of damage to or destruction of any item of equipment or software provided hereunder for any cause whatsoever. Merchant also agrees to hold harmless and indemnify Global Direct for any costs, expenses, and judgments Global Direct may suffer, including reasonable attorney's fees, as a result of Merchant's use of the equipment or software provided hereunder. Any unused equipment in its original packaging purchased from Global Direct hereunder may be returned to Global Direct at Merchant's expense within sixty (60) days of receipt. Merchant shall receive a refund of any money paid in connection therewith subject to a re-stocking fee of an amount equal to 20 percent of the total purchase price for the returned equipment. No refunds shall be issued for any equipment returned after sixty (60) days.

Merchant acknowledges that some of the services and applications to be provided by Global Direct and Member hereunder may be provided by third parties. Merchant agrees that except for its right to utilize such services in connection with this Card Services Agreement, it acquires no right, title or interest in any such services. Merchant further agrees that it has no contractual relationship with any third party providing services under this Card Services Agreement and that Merchant is not a third party beneficiary of any agreement between Global Direct or Member, as applicable, and such third party. Merchant may not resell the services of any third party providing services under this Card Services Agreement to any other party.

## 7. FINANCIAL INFORMATION.

Merchant agrees to furnish Global Direct and Member such financial statements and information concerning Merchant, its owners, principals, partners, proprietors or its affiliates as Global Direct or Member may from time to time request. Global Direct and Member, or their duly authorized representatives, may examine the books and records of Merchant, including records of all indebtedness previously purchased or presented for purchase. Merchant agrees to retain copies of all paper and electronic sales slips and credit slips submitted to Global Direct for a period of two years from submission, or such longer period of time as may be required by the **operating rules or regulations of the card associations or network organizations, by law, or by Global Direct as specifically requested in writing in individual cases.**

## 8. CHANGE IN BUSINESS.

Merchant agrees to provide Global Direct and Member sixty (60) days prior written notice of its (a) transfer or sale of any substantial part (ten percent (10%) or more) of its total stock, assets and/or to liquidate; or (b) change to the basic nature of its business, or (c) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, conversion of all or part of the business to mail order sales, telephone order sales, internet-based sales or to other sales where the card is not present and swiped through Merchant's terminal or other card reader. Upon the occurrence of any such event, the terms of this Card Services Agreement may be modified to address issues arising therefrom, including but not limited to requirements of applicable card associations or network organizations.

## 9. TRANSFERABILITY.

This Card Services Agreement is not transferable by Merchant without the written consent of Global Direct and Member. Any attempt by Merchant to assign its rights or to delegate its obligations in violation of this paragraph shall be void. Merchant agrees that the rights and obligations of Global Direct hereunder may be transferred by Global Direct without notice to Merchant. Merchant agrees that the rights and obligations of Member hereunder may be transferred to any other member without notice to Merchant. Merchant acknowledges that the transferable rights of Global Direct and Member hereunder shall include, but shall not be **limited to, the authority and right to debit the Merchant's account(s) as described herein.**

## 10. WARRANTIES AND REPRESENTATIONS.

Merchant warrants and represents to Global Direct and Member: (a) that each sales transaction delivered hereunder will represent a bona fide sale to a cardholder by Merchant for the amount shown on the sales slip as the total sale and constitutes the binding obligation of the cardholder, free from any claim, demand, defense, setoff or other adverse claim whatsoever; (b) that each sales slip or other evidence of indebtedness will accurately describe the goods and services which have been sold and delivered to the cardholder or in accordance with his instructions; (c) that Merchant will comply fully with all federal, state and local laws, rules and regulations applicable to its business; (d) that Merchant will fulfill completely all of its obligations to the cardholder and will resolve any customer dispute or complaint directly with the cardholder; (e) that the signature on the sales slip will be genuine and authorized by cardholder and not forged or unauthorized; (f) that the sales transaction shall have been consummated and the sales slip prepared in full compliance with the provisions of the Card Acceptance Guide and the operating regulations and rules of the applicable card association or network organization, as amended from time to time; (g) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, that none of the sales transactions submitted hereunder represent sales by telephone, or mail, or internet, or where the card is not physically present at the Merchant's location and swiped through Merchant's terminal, unless Merchant is specifically authorized in writing by Global Direct to submit such sales slips for purchase, (h) to the extent Merchant has indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, Merchant shall not submit such a transaction to Global Direct and Member for processing until the goods and/or services are shipped or performed, as applicable, unless otherwise permitted by the card associations or network organizations, (i) that none of the sales transactions submitted hereunder for purchase represent sales to any principal, partner, proprietor, or owner of Merchant, (j) that, without limiting the generality of the foregoing, each sales transaction submitted hereunder and the handling, retention, and storage of information related thereto, will comply with the rules and regulations of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation Payment Card Industry (PCI) Data Security Standards, Visa's Cardholder Information Security Program and MasterCard's Site Data Protection Program, and (k) that all of the information contained in this Card Services Agreement (including the Merchant Application) is true and correct. In the event that any of the foregoing warranties or representations is breached, the affected sales slips or other indebtedness may be refused, or prior acceptance revoked and charged back to the Merchant. Furthermore, if Merchant submits for purchase hereunder a sales transaction that is not the result of a sale of Merchant's goods or services offered to the general public or if Merchant submits any sales transactions for purchase hereunder which represents a sale to any principal, partner, proprietor, or owner of Merchant, such sales transaction may be refused or charged back.

Merchant must notify Global Direct if Merchant elects to use the terminal service of American Express, Novus, or any other third-party provider. If Merchant elects to use a third-party terminal provider, that provider becomes Merchant's agent for the delivery of card transactions to Global Direct via the applicable card-processing network. Global Direct and Member shall have no responsibility for or liability in connection with any hardware, software or services Merchant receives from a third party agent, even if Global Direct collects monies with respect to such hardware, software or services. Neither Global Direct nor Member makes any representation or warranty with respect to such agent's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination. Merchant agrees to assume full responsibility and liability for any failure of such agent to comply with the operating regulations and rules of the applicable card association or network organization, including without limitation any violation, which results in a chargeback to the Merchant. Global Direct and Member have no responsibility for any card transactions until it receives data for the card transaction in the format required by Global Direct. Merchant also agrees that the obligation hereunder to reimburse the Merchant for the value of the card transactions captured by an agent is limited to the value of the transactions (less applicable fees) received by the card-processing network from the agent.

NEITHER MEMBER, NOR GLOBAL DIRECT, NOR ANY SUPPLIER MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY TERMINAL, ANY EQUIPMENT, SOFTWARE OR SERVICES LEASED, SOLD OR OTHERWISE FURNISHED IN CONNECTION THEREWITH, OR ANY OF THE SERVICES FURNISHED HEREUNDER.

## 11. INDEMNITY.

Merchant agrees to satisfy directly with the cardholder any claim or complaint arising in connection with the card sale, regardless of whether such claim or complaint is brought by the cardholder, Global Direct, or another party. Merchant agrees to indemnify defend and hold Global Direct, Member and their respective parent companies, subsidiaries and affiliates (including, without limitation, the respective officers, directors, employees, attorneys, shareholders, representatives and agents of all of the foregoing) harmless from and against any and all liabilities, judgments, arbitration awards, settlements, actions, suits, claims, demands, losses, damages, costs (including, but not limited to, court costs and out of pocket costs and expenses), expenses of any and every type, litigation expenses, and attorneys' fees, including, but not limited to, attorneys' fees incurred in any and every type of suit, proceeding, or action, including but not limited to, bankruptcy proceedings, in connection with, by virtue of, or arising from, either directly or indirectly: (a) any card transaction that does not conform to the requirements of this Card Services Agreement, the rules and regulations of any card association or applicable laws; (b) any card transaction or any act or omission of Merchant in connection with a cardholder; (c) Merchant's breach or default or an alleged breach or default of or under any term, covenant, condition, representation, warranty, obligation, undertaking, promise or agreement contained in this Card Services Agreement or in any agreement (whether oral or written) with any cardholder, any agreement with any card association, or in any other agreement with Member or Global Direct, any breach or threatened breach by Merchant of the card association rules and regulations or any violation by Merchant of laws, rules and regulations applicable to Merchant; (d) the rescission, cancellation or avoidance of any card transaction, by operation of law, adjudication or otherwise; (e) any claim, counterclaim, complaint, dispute or defense, including, without limitation claims brought by Merchant, whether or not well founded, with respect to this Card Services Agreement or a card transaction; (f) damages, including, without limitation, those for death or injury caused by the good or service purchased with the card; or (g) for all web based, Internet or electronic commerce transactions including Merchant's insecure transmission of card transaction data and/or storage of cardholder information. For purposes of this Agreement, including the foregoing indemnities, Merchant is responsible and liable for the acts and omissions of its employees, agents and representatives (whether or not acting within the scope of their duties).

## 12. LIMITATION OF LIABILITY.

12.1 NEITHER MEMBER NOR GLOBAL DIRECT SHALL BE LIABLE FOR FAILURE TO PROVIDE THE SERVICES OR DELAY IN PROVIDING THE SERVICES INCLUDING PROCESSING DELAYS OR OTHER NON-PERFORMANCE IF SUCH FAILURE IS DUE TO ANY CAUSE OR CONDITION BEYOND SUCH PARTY'S REASONABLE CONTROL. SUCH CAUSES OR CONDITIONS SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, ACTS OF GOD OR OF THE PUBLIC ENEMY, ACTS OF THE GOVERNMENT IN EITHER ITS SOVEREIGN OR CONTRACTUAL CAPACITY, FIRES, FLOODS, EPIDEMICS, QUARANTINE RESTRICTIONS, STRIKES, RIOTS, WAR, SHORTAGES OF LABOR OR MATERIALS, FREIGHT EMBARGOES, UNUSUALLY SEVERE WEATHER, BREAKDOWNS, OPERATIONAL FAILURES, ELECTRICAL POWER FAILURES, TELECOMMUNICATIONS FAILURES, EQUIPMENT FAILURES, UNAVOIDABLE DELAYS, THE ERRORS OR FAILURES OF THIRD PARTY SYSTEMS, NON-PERFORMANCE OF VENDORS, SUPPLIERS, PROCESSORS OR TRANSMITTERS OF INFORMATION, OR OTHER SIMILAR CAUSES BEYOND SUCH PARTY'S CONTROL.

12.2 THE LIABILITY OF GLOBAL DIRECT AND MEMBER FOR ANY LOSS ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF ANY MALFUNCTION OF THE EQUIPMENT OR THE FAILURE OF THE EQUIPMENT TO OPERATE, THE UNAVAILABILITY OR MALFUNCTION OF THE SERVICES, PERSONAL INJURY, OR PROPERTY DAMAGE, SHALL, IN THE AGGREGATE, BE LIMITED TO ACTUAL, DIRECT, AND GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED ONE (1) MONTH'S AVERAGE CHARGE PAID BY MERCHANT HEREUNDER (EXCLUSIVE OF INTERCHANGE FEES, ASSESSMENTS, AND ANY OTHER FEES OR COSTS THAT ARE IMPOSED BY A THIRD PARTY IN CONNECTION WITH MERCHANT'S PAYMENT PROCESSING) FOR THE SERVICES DURING THE PREVIOUS TWELVE (12) MONTHS OR SUCH LESSER NUMBER OF MONTHS AS SHALL HAVE ELAPSED SUBSEQUENT TO THE EFFECTIVE DATE OF THIS CARD SERVICES AGREEMENT. THIS SHALL BE THE EXTENT OF GLOBAL DIRECT'S AND MEMBER'S LIABILITY ARISING



**OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING ALLEGED ACTS OF NEGLIGENCE, BREACH OF CONTRACT, OR OTHERWISE AND REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT AGAINST GLOBAL DIRECT OR MEMBER, WHETHER CONTRACT, TORT, OR OTHERWISE, AND THE FOREGOING SHALL CONSTITUTE MERCHANT'S EXCLUSIVE REMEDY.**

- 12.3 UNDER NO CIRCUMSTANCES SHALL GLOBAL DIRECT OR MEMBER BE LIABLE FOR SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, REVENUES AND BUSINESS OPPORTUNITIES, ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF PLACEMENT OF A MERCHANT'S NAME ON ANY TERMINATED MERCHANT LIST FOR ANY REASON, EVEN IF GLOBAL DIRECT OR MEMBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Under no circumstances shall Global Direct, or Member be liable for any settlement amounts pertaining to Switched Transactions; Merchant's recourse therefore shall be to the applicable card issuer. Member shall not be responsible or liable to Merchant for any action taken by Member (or the results thereof) that is authorized by this Agreement.
- 12.4 **IT IS AGREED THAT IN NO EVENT WILL GLOBAL DIRECT OR MEMBER BE LIABLE FOR ANY CLAIM, LOSS, BILLING ERROR, DAMAGE, OR EXPENSE ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT WHICH IS NOT REPORTED IN WRITING TO GLOBAL DIRECT BY MERCHANT WITHIN SIXTY (60) DAYS OF SUCH FAILURE TO PERFORM OR, IN THE EVENT OF A BILLING ERROR, WITHIN NINETY (90) DAYS OF THE DATE OF THE INVOICE OR APPLICABLE STATEMENT. MERCHANT EXPRESSLY WAIVES ANY SUCH CLAIM THAT IS NOT BROUGHT WITHIN THE TIME PERIODS STATED HEREIN.**

### **13. TERM AND TERMINATION.**

This Card Services Agreement shall remain in full force and effect for an initial term of three (3) years. This Card Services Agreement shall be automatically extended for successive one (1) year periods on the same terms and conditions expressed herein, or as may be amended, unless Merchant gives written notice of termination as to the entire Card Services Agreement or a portion thereof at least 60 days prior to the expiration of the initial term or any extension or renewals thereof, in which case this Card Services Agreement will terminate at the end of the then-current term. Notwithstanding anything to the contrary set forth herein, in the event Merchant terminates this Card Services Agreement in breach of this Section 13, the following amount(s) shall be immediately due and payable to Global Direct: the lesser of (a) the maximum amount permitted by state law, and (b) all monthly fees assessed to Merchant under this Card Services Agreement and due to Global Direct for the remainder of the then existing term of the Card Services Agreement, including all minimum monthly fee commitments. Merchant hereby authorizes Global Direct to accelerate the payment of such applicable amount(s) and to deduct such total amount(s) from Merchant's account referenced in Section 5, or to otherwise withhold the total amount(s) from amounts due to Merchant from Global Direct, immediately on or after the effective date of termination. If the Merchant's account does not contain sufficient funds for the debit or the amount cannot be withheld by Global Direct from amounts due to Merchant, Merchant shall pay Global Direct the amount due within ten (10) days of the date of Global Direct's invoice for same. The payment as described here is not a penalty, but rather is hereby agreed by the parties to be a reasonable amount of liquidated damages to compensate Global Direct for its termination expenses and all other damages under the circumstances in which such amounts would be payable. Such amount(s) shall not be in lieu of but in addition to any payment obligations for Services already provided hereunder (or that Global Direct may continue to provide), which shall be an additional cost, and any and all other damages to which Global Direct may be entitled hereunder. Notwithstanding the foregoing, if Merchant provides Global with written notice within forty-five (45) days of Merchant's execution of this Card Services Agreement that it wishes to terminate this Card Services Agreement immediately, Merchant shall not be responsible for the payment of the above-referenced amount(s), but shall be responsible for compliance with all other terms and conditions set forth in this Card Service Agreement, including but not limited to payment for all fees incurred prior to the termination of this Card Services Agreement.

Notwithstanding the foregoing, Global Direct may terminate this Card Services Agreement or any portion thereof upon written notice to Merchant. Furthermore, Global Direct may terminate this Card Services Agreement at any time without notice upon Merchant's default in performing under any provision of this Card Services Agreement, upon an unauthorized conversion of all or any part of Merchant's activity to mail order, telephone order, Internet order, or to any activity where the card is not physically present and swiped through the Merchant's terminal or other card reader, upon any failure to follow the Card Acceptance Guide or any operating regulation or rule of a card association or network organization, upon any misrepresentation by Merchant, upon commencement of bankruptcy or insolvency proceedings by or against the Merchant, upon a material change in the Merchant's average ticket or volume as stated in the Merchant Application, or in the event Global Direct reasonably deems itself insecure in continuing this Card Services Agreement.

In the event that Global Direct and Member breach the terms and conditions hereof, the Merchant may, at its option, give written notice to Global Direct and Member of its intention to terminate this Card Services Agreement unless such breach is remedied within thirty (30) days of such notice. Failure to remedy such a breach shall make this Card Services Agreement terminable, at the option of the Merchant, at the end of such thirty (30) day period unless notification is withdrawn.

Any Merchant deposit of sales or credit slips that is accepted by Global Direct and Member or by a designated depository after the effective date of termination will be returned to Merchant and will not be credited (or debited) to Merchant's account(s). If the deposit has already been posted to Merchant's account(s), said posting will be reversed and the deposit returned to Merchant. Termination of this Card Services Agreement shall not affect Merchant's obligations which have accrued prior to termination or which relate to any indebtedness purchased hereunder prior to termination, including but not limited to chargebacks even if such chargebacks come in after termination. In the event of termination, all equipment leased from, and software provided by, Global Direct including but not limited to imprints, terminals, and printers; all supplies; Card Acceptance Guides; and operating instructions must be returned immediately to Global Direct at Merchant's expense.

### **14. RETURNED ITEMS/CHARGEBACKS.**

If a cardholder disputes any transaction, if a transaction is charged back for any reason by the card issuing institution, or if Global Direct or Member has any reason to believe an indebtedness previously purchased is questionable, not genuine, or is otherwise unacceptable, the amount of such indebtedness may be charged back and deducted from any payment due to Merchant or may be charged against any of Merchant's accounts or the Reserve Account (as defined below). Merchant acknowledges and agrees that it is bound by the rules of the card associations and network organizations with respect to any chargeback. Merchant further acknowledges that it is solely responsible for providing Global Direct and Member with any available information to re-present a chargeback and that, regardless of any information it provides or does not provide Global Direct and Member in connection with a chargeback, or any other reason, Merchant shall be solely responsible for the liability related to such chargeback. A list of some common reasons for chargebacks is contained in the Card Acceptance Guide provided, however, that such list is not exclusive and does not limit the generality of the foregoing. If any such amount is uncollectible through withholding from any payments due hereunder or through charging Merchant's accounts or the Reserve Account, Merchant shall, upon demand by Global Direct, pay Global Direct the full amount of the chargeback. Merchant understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales slips can be returned or charged back to Merchant like any other item hereunder.

### **15. RESERVE ACCOUNT.**

At any time, Global Direct and Member may, at their option, establish a reserve account to secure the performance of Merchant's obligations under this Card Services Agreement to such party ("Reserve Account"). The Reserve Account may be funded, at Global Direct's sole discretion, through any or all of the following: (a) Direct payment by Merchant -- At the request of Global Direct or Member, Merchant will deposit funds in the Reserve Account; (b) The proceeds of indebtedness presented for purchase; or (c) The transfer by Global Direct and Member into the Reserve Account of funds withdrawn from any of the accounts referred to in Section 5 or any other accounts, including certificates of deposit, maintained by Merchant or Merchant's guarantor, if any, with any designated depository or other financial institution. Merchant and Merchant's guarantor hereby grants Member a security interest in all accounts referenced in Section 5 or any other accounts, including certificates of deposits, maintained by Merchant or Merchant's guarantor, if any, with any designated depository or other financial institution and authorizes Global Direct (to the extent authorized by Member) or Member to make such withdrawals at such times and in such amounts as it may deem necessary hereunder. Merchant and Merchant's guarantor hereby instruct said financial institutions to honor any requests made by

Global Direct and Member under the terms of this provision. Merchant and Merchant's guarantor will hold harmless the financial institutions and indemnify them for any claims or losses they may suffer as a result of honoring withdrawal requests from Global Direct and Member.

Merchant hereby agrees that Global Direct and Member may deduct from this Reserve Account any amount owed to such party in accordance with this Card Services Agreement. Any funds in the Reserve Account may be held until the later of (a) the expiration of any potentially applicable chargeback rights in respect of purchased indebtedness under the rules and regulations of the card associations or network organizations and (b) the period necessary to secure the performance of Merchant's obligations under this Card Services Agreement, which holding period may extend beyond termination of this Card Services Agreement. Merchant will not receive any interest on funds being held in a Reserve Account and Merchant has no right to access the funds being held in the Reserve Account or otherwise transfer, pledge or use these funds for its own purposes. Without limiting the generality of the foregoing, Merchant shall, upon termination of this Card Services Agreement, maintain the sum of at least five percent (5%) of gross sales for the 90 day period prior to termination to be held in a Reserve Account in accordance with the terms of this Card Services Agreement. Global may, at its discretion upon termination of this Card Services Agreement, require that the Merchant maintain more than five percent (5%) of gross sales for the 90 day period prior to termination in a Reserve Account.

## **16. DEFAULT/SECURITY INTEREST.**

Upon failure by Merchant to meet any of its obligations under this Card Services Agreement (including funding the Reserve Account), any of the accounts referred to in Section 5 or any other accounts belonging to Merchant, Merchant's affiliated entities, or Merchant's guarantor held by any designated depository (or by any other financial institution) may be debited without notice to Merchant, and Merchant (on behalf of itself and its affiliated entities) hereby grants to Member, Global Direct a lien and security interest in all of Merchant's right, title and interest in or to any of the following assets or properties: (a) all of the accounts referenced in the preceding sentence, (b) the Reserve Account, (c) any rights to receive credits or payments under this Card Services Agreement and (d) all deposits and other property of Merchant that Member or its affiliates possess or maintain (including all proceeds of the foregoing). Merchant shall execute, acknowledge or deliver any documents or take any actions Member, Global Direct may from time to time request to better assure, preserve, protect, perfect, maintain or enforce this security interest. To the extent permitted by law, Merchant irrevocably authorizes Member, Global Direct to file any financing statements (at Merchant's expense) in any relevant jurisdiction or any other documents or instruments related to this security interest. Merchant represents and warrants that (a) Merchant has good and valid rights and title to the property described herein, (b) Merchant has full power and authority to grant to Member the security interest pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Card Services Agreement, without the consent or approval of any other person or entity, (c) no other person or entity has a security interest or lien in any of the property described herein and (d) this security interest is a first lien security interest and secures Merchant's obligations to Member under this Card Services Agreement. Member shall have all rights of a secured party and Merchant must obtain the prior written consent of Member before granting any subsequent security interest or lien in the property described herein. Merchant agrees that it is Merchant's intent that these accounts and secured property shall to the extent allowed by applicable law not be subject to any preference, claim, or stay by reason of any bankruptcy or insolvency law. Merchant agrees to act consistently with the understanding that said accounts and secured property under this Card Services Agreement are free of all such preferences, claims or stays by reason of and as allowed by any such law. The scope of the security interest, and Merchant's (on behalf of itself and its affiliated entities) and Merchant's guarantor's instructions to its financial institutions to accept withdrawal requests from Global Direct, Member, and Merchant's agreement to hold such institutions harmless and to indemnify them are described above in Section 15.

Merchant also agrees that, in the event of a default by Merchant, Member has a right of setoff and may apply any of Merchant's balances or any other monies due Merchant from Member towards the payment of amounts due from Merchant under the terms of this Card Services Agreement. The rights stated herein are in addition to any other rights Global Direct, Member may have under applicable law.

## **17. DISPUTE RESOLUTION – ARBITRATION AND CLASS ACTION WAIVER**

**NOTE: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS AND THE RESOLUTION OF DISPUTES**

**17.1 MANDATORY ARBITRATION: ANY DISPUTE OR CLAIM ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS CARD SERVICES AGREEMENT OR THE RELATIONSHIPS WHICH RESULT FROM THIS CARD SERVICES AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT; HOWEVER, YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF (1) THE CLAIMS QUALIFY FOR SMALL CLAIMS COURT; (2) THE MATTER REMAINS IN SMALL CLAIMS COURT AT ALL TIMES; AND (3) THE MATTER PROCEEDS ONLY ON AN INDIVIDUAL (NOT A CLASS OR REPRESENTATIVE BASIS). ARBITRATION DOES NOT PROCEED BEFORE A JURY AND MAY INVOLVE MORE LIMITED DISCOVERY THAN A COURT PROCEEDING. ANY ARBITRATION UNDER THIS CARD SERVICES AGREEMENT WILL ONLY BE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED.** The arbitrator's award or decision will not affect issues or claims involved in any proceeding between Global Direct or Member and any person or entity who is not a party to the arbitration. The arbitrator may award monetary, declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator's award, if any, will not apply to any person or entity that is not a party to the arbitration. However, nothing in this Section or this Card Services Agreement shall preclude any party from bringing issues to the attention of federal, state or local agencies. Such agencies can, if the law allows, seek relief on your behalf. Further, notwithstanding the foregoing, nothing in this Section or this Agreement prohibits a party from applying to a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other equitable relief.

The Federal Arbitration Act (9 U.S.C. § 1 et seq.) governs the interpretation and enforcement of the arbitration provisions of this section. Arbitration will be administered by JAMS ([www.jamsadr.com](http://www.jamsadr.com)). For claims greater than \$250,000, the JAMS Comprehensive Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply (if no such rules are in effect, JAMS default arbitration rules shall apply). For claims equal to or less than \$250,000, the JAMS Streamlined Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply (if no such rules are in effect, JAMS default arbitration rules shall apply). Unless the arbitrator(s) determine that justice or fairness require otherwise: (i) any arbitration will proceed in Atlanta, Georgia (although, for the convenience of the Merchant or guarantor (as applicable), any party or its counsel may participate telephonically); and (ii) the arbitrator(s) will oversee limited discovery, taking into account the amount in controversy and the parties' desire to keep proceedings cost-effective and efficient. Any decision rendered in any arbitration proceeding shall be final and binding on each of the parties to the arbitration and judgment may be entered thereon in any court of competent jurisdiction. The parties will maintain the confidential nature of the arbitration proceeding except as may be necessary to enforce any award or to comply with applicable law.

If the total damage claims in an arbitration are \$10,000 or less, not including the Merchant's attorney fees ("Small Arbitration Claim"), the arbitrator may, if the Merchant, prevails, award the Merchant reasonable attorney fees, expert fees and costs (separate from Arbitration Costs as defined below), but may not grant Global Direct or Member its attorney fees, expert fees or costs (separate from Arbitration Costs) unless the arbitrator determines that the Merchant's claim was frivolous or brought in bad faith. In a Small Arbitration Claim case, Global Direct will pay all arbitration filing, administrative and arbitrator costs (together, "Arbitration Costs"). The

Merchant must submit any request for payment of Arbitration Costs to JAMS at the same time the Merchant submits its Demand for Arbitration. However, if the Merchant wants Global Direct to advance the Arbitration Costs for a Small Arbitration Claim before filing, Global Direct will do so at the Merchant's written request which must be sent to Global Direct at the address set forth in the Notices section (Section 22) herein below.

If the Merchant's total damage claims in an arbitration exceed \$10,000, not including the Merchant's attorney fees ("Large Arbitration Claim"), the arbitrator may award the prevailing party its reasonable attorneys' fees and costs, or it may apportion attorneys' fees and costs between the Merchant and Global Direct (such fees and costs being separate from Arbitration Costs). In a Large Arbitration Claim case, if the Merchant is able to demonstrate that the Arbitration Costs will be prohibitive as compared to the costs of litigation, Global Direct will pay as much of the Arbitration Costs as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive.

Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Requirements Guide (the "American Express Guide").

17.2 Choice of Forum: A court, not the arbitrator, will decide any questions regarding the validity, scope and/or enforceability of Section 17.1. Any litigated action (as opposed to an arbitration) regarding, relating to or involving the validity, scope and/or enforceability of Section 17.1, or otherwise, shall be brought in either the courts of the State of Georgia sitting in Fulton County or the United States District Court for the Northern District of Georgia, and Merchant and guarantor (if applicable) expressly agree to the exclusive jurisdiction of such courts. Merchant and guarantor (if applicable) hereby agree and consent to the personal jurisdiction and venue of such courts, and expressly waive any objection that Merchant or guarantor might otherwise have to personal jurisdiction or venue in such courts.

17.3 Class Action Waiver: MERCHANT AND GUARANTOR (IF APPLICABLE) ACKNOWLEDGE AND AGREE THAT ALL DISPUTES ARISING OUT OF OR RELATED TO THIS CARD SERVICES AGREEMENT SHALL BE RESOLVED ON AN INDIVIDUAL BASIS WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND SHALL NOT BE CONSOLIDATED WITH THE CLAIMS OF ANY OTHER PARTIES. MERCHANT AND GUARANTOR (IF APPLICABLE) FURTHER AGREE TO WAIVE, AND HEREBY WAIVE, THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR TO LITIGATE OR ARBITRATE ON A CLASS-WIDE BASIS.

## 18. AMENDMENTS.

This Card Services Agreement may be amended only in writing signed by Global Direct, Member, and Merchant, except that (a) the Card Acceptance Guide and any and all fees, charges, and/or discounts (including without limitation surcharges) may be changed immediately, or (b) Global Direct may mail Merchant either (i) a notice describing amendments to this Card Services Agreement or new services to be provided or fees to be charged to Merchant or (ii) an entirely new agreement, which notice, amendments or new agreement will be binding upon Merchant if it deposits sales or credit slips after the effective date of such amendment or new agreement set forth in Global Direct's notice.

## 19. WAIVER.

No provision of this Card Services Agreement shall be deemed waived by any party unless such waiver is in writing and signed by the party against whom enforcement is sought. No failure to exercise, and no delay in exercising on the part of any party hereto, any right, power or privilege under this Card Services Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Card Services Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

## 20. EXCHANGE OF INFORMATION.

Merchant authorizes Global Direct to order a credit report on Merchant or any owner, officer, shareholder, partner, proprietor, managing agent or guarantor of Merchant. Merchant hereby authorizes Member or any depository institution to release any financial information concerning Merchant or its accounts to Global Direct. Subsequent credit reports may be ordered in connection with updating, renewing or continuing this Card Services Agreement. Upon the written request of any individual who is the subject of a consumer credit report, Global Direct will provide the name and address of the consumer credit reporting agency furnishing such report, if any. Global Direct may exchange information about Merchant, Merchant's owners, principals, partners, proprietors, officers, shareholders, managing agents and guarantors with Member, other financial institutions and credit card associations, network organizations and any other party. Merchant hereby authorizes Global Direct to disclose information concerning Merchant's activity to any card association, network organizations, or any of their member financial institutions, or any other party without any liability whatsoever to Merchant.

## 21. GENERAL.

If any provision of this Card Services Agreement or portion thereof is held to be unenforceable, such a determination will not affect the remainder of this Card Services Agreement. Paragraph headings are included for convenience only and are not to be used in interpreting this Card Services Agreement.

## 22. NOTICES.

All notices required by this Card Services Agreement shall be in writing and shall be sent by facsimile, by overnight carrier, or by regular or certified mail. All notices sent to Global Direct or Member shall be effective upon actual receipt by the Corporate Secretary of Global Payments Direct, Inc. - 3550 Lenox Road NE, Suite 3000, Atlanta GA 30326. Any notices sent to Merchant shall be effective upon the earlier of actual receipt or upon sending such notice to the address provided by Merchant in the Merchant Application or to any other e-mail or physical address to which notices, statements and/or other communications are sent to the Merchant hereunder. The parties hereto may change the name and address of the person to whom notices or other documents required under this Card Services Agreement must be sent at any time by giving written notice to the other party.

## 23. MERGER.

This Card Services Agreement, including these Card Services Terms & Conditions and the Merchant Application, constitutes the entire agreement between Merchant, Global Direct, and Member and supersedes all prior memoranda or agreements relating thereto, whether oral or in writing.

## 24. EFFECTIVE DATE.

This Card Services Agreement shall become effective only upon acceptance by Global Direct and Member, or upon delivery of indebtedness at such locations as designated by Global Direct for purchase, whichever event shall first occur.

## 25. DESIGNATION OF DEPOSITORY.

The financial institution set forth in the Merchant Application is designated by Merchant as a depository institution ("Depository") for its credit card indebtedness. Such financial institution must be a member of an Automated Clearing House Association. Merchant authorizes payment for indebtedness

purchased hereunder to be made by paying Depository therefore with instructions to credit Merchant's accounts. Depository, Member, and/or Global Direct may charge any of Merchant's accounts at Depository for any amount due under this Card Services

Agreement. Global Direct must approve in writing any proposed changes to the account numbers or to the Depository. Merchant hereby authorizes Depository to release any and all account information to Global Direct as Global Direct may request without any further authorization, approval or notice from or to Merchant.

## **26. FINANCIAL ACCOMMODATION.**

The acquisition and processing of sales slips hereunder is a financial accommodation and, as such, in the event Merchant becomes a debtor in bankruptcy, this Card Services Agreement cannot be assumed or enforced, and Global Direct and Member shall be excused from performance hereunder.

## **27. DEBIT / ATM PROCESSING SERVICES: ADDITIONAL TERMS AND CONDITIONS.**

Debit Sponsor shall act as Merchant's sponsor with respect to the participation of point-of-sale terminals owned, controlled, and/or operated by Merchant (the "Covered Terminals") in each of the following debit card networks ("Networks"): Accel, AFFN, Alaska Option, CU24, Interlink, Maestro, NYCE, Pulse, Shazam, Star, and Tyme, which Networks may be changed from time-to-time by Debit Sponsor or Global Direct without notice. Merchant may also have access to other debit networks that do not require a sponsor. Global Direct will provide Merchant with the ability to access the Networks at the Covered Terminals for the purpose of authorizing debit card transactions from cards issued by the members of the respective Networks. Global Direct will provide connection to such Networks, terminal applications, settlement, and reporting activities. Merchant will comply with all federal, state, and local laws, rules, regulations, and ordinances ("Applicable Laws") and with all by-laws, regulations, rules, and operating guidelines of the Networks ("Network Rules"). Merchant will execute and deliver any application, participation, or membership agreement or other document necessary to enable Debit Sponsor to act as sponsor for Merchant in each Network. Merchant agrees to utilize the debit card Services in accordance with the Card Services Agreement, its exhibits or attachments, and Global Direct's instructions and specifications (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement), and to provide Global Direct with the necessary data in the proper format to enable Global Direct to properly furnish the Services. Copies of the relevant agreements or operating regulations shall be made available to Merchant upon request.

Merchant shall not in any way indicate that Debit Sponsor endorses Merchant's activities, products, or services. Debit Sponsor and Merchant are and shall remain independent contractors of one another, and neither they, nor their respective individual employees, shall have or hold themselves out as having any power to bind the other to any third party. Nothing contained in this Section shall be construed to create or constitute a partnership, joint venture, employer-employee, or agency relationship between Debit Sponsor and Merchant.

In the event that Debit Sponsor's sponsorship of Merchant in any Network is terminated prior to the termination of the Card Services Agreement, Global Direct may assign Debit Sponsor's rights and obligations hereunder to a third party. All provisions in this Section necessary to enforce the rights and obligations of the parties contained in this Section shall survive the termination of Debit Sponsor's debit sponsorship of Merchant under the Card Services Agreement. Debit Sponsor may assign this Agreement to any parent, subsidiary, affiliate, or successor-in-interest.

## **28. MERCHANT ACCEPTANCE OF EBT TRANSACTIONS: ADDITIONAL TERMS AND CONDITIONS.**

Merchant agrees to issue Benefits to Recipients in accordance with the procedures specified herein, and in all documentation and user guides provided to Merchant by Global Direct, as amended from time-to-time (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement); and pursuant to the Quest Operating Rules (the "Rules"), as amended from time-to-time, issued by the National Automated Clearing House Association as approved by the Financial Management Service of the U.S. Treasury Department. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed them in the Rules. Merchant will provide each recipient a receipt of each Benefit issuance. Merchant will be solely responsible for Merchant's issuance of Benefits other than in accordance with authorizations. Merchant agrees to comply with all the requirements, laws, rules and regulations pertaining to the delivery of services to Benefit Recipients and Benefit Recipient confidentiality. If Merchant issues FS Benefits under this Card Services Agreement, Merchant represents and warrants to Global Direct that Merchant is an FNS-authorized "Merchant" (as such term is defined in the Rules) and is not currently suspended or disqualified by FNS. Merchant agrees to secure and maintain at its own expense all necessary licenses, permits, franchises, or other authorities required to lawfully effect the issuance and distribution of Benefits under this Card Services Agreement, including without limitation, any applicable franchise tax certificate and non-governmental contractor's certificate, and covenants that Merchant will not issue Benefits at any time during which Merchant is not in compliance with the requirements of any applicable law. Merchant agrees to hold Global Direct harmless from any costs of compliance or failure to comply with any such obligation by Merchant. Global Direct may terminate or modify the provision of Services to Merchant if any of Global Direct's agreements with government EBT agencies are terminated for any reason or if any party threatens to terminate Services to Global Direct due to some action or inaction on the part of Merchant. If any of these Card Services Terms & Conditions are found to conflict with Federal or State law, regulation or policy of the Rules, these Card Services Terms & Conditions are subject to reasonable amendment by Global Direct, the State or its EBT Service Provider to address such conflict upon ninety (90) days written notice to Merchant, provided that Merchant may, upon written notice, terminate the Card Services Agreement upon receipt of notice of such amendment. Nothing contained herein shall preclude the State from commencing appropriate administrative or legal action against Merchant or for making any referral for such action to any appropriate Federal, State, or local agency. Any references to "State" herein shall mean the State in which Merchant issues Benefits pursuant hereto. If Merchant issues Benefits in more than one State pursuant hereto, then the reference shall mean each such State severally, not jointly.

## **29. DECLINE MINIMIZER SERVICES**

In the event that Merchant elects to use Global Direct's Decline Minimizer Service (as defined herein below), the following terms apply. Merchant represents and warrants that its business is of such a nature that it periodically needs to receive updated cardholder account information and that Merchant does not belong to any high-risk categories as determined by any Card Schemes. In consideration of Merchant's payment of any fees and charges set forth herein, Global Direct agrees to provide to Merchant certain Card decline minimizer services facilitated by applicable card associations, which services are designed to assist merchants in recurring payment industries with maintenance of current cardholder account data (such services, the "Decline Minimizer Services"). The Decline Minimizer Services are subject to availability as determined by the card associations. Merchant acknowledges that a card association may terminate or suspend Global Direct's ability or right to provide the Decline Minimizer Services, and Global Direct may terminate its obligations with respect to the Decline Minimizer Service at any time upon notice to Merchant. The Decline Minimizer Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant accordance with this Agreement.

## **30. DISCOVER PROGRAM MARKS.**

Merchant is hereby granted a limited non-exclusive, non-transferable license to use Discover brands, emblems, trademarks, and/or logos that identify Discover cards ("Discover Program Marks"). Merchant is prohibited from using the Discover Program Marks other than as expressly authorized in writing by Global Direct. Merchant shall not use the Discover Program Marks other than to display decals, signage, advertising and other forms depicting the Discover Program Marks that are provided to Merchant by Global Direct pursuant to this Card Services Agreement or otherwise approved in advance in writing by Global Direct. Merchant may use the Discover Program Marks only to promote the services covered by the Discover Program Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the Discover Program Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Discover Program Marks. Merchant recognizes that it has no ownership rights in the Discover Program Marks and shall not assign to any third party any of the rights to use the Discover Program Marks.

## **31. PAYPAL MARKS.**

PayPal Marks means the brands, emblems, trademarks, and/or logos that identify PayPal Acceptance. Merchant shall not use the PayPal Marks other than to display decals, signage, advertising, and other forms depicting the PayPal Marks that are provided to Merchant by Global Direct pursuant to the Merchant Program or otherwise approved in advance in writing by Acquirer. Merchant may use the PayPal Marks only to promote the services covered by the PayPal Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the PayPal Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the PayPal Marks. Merchant recognizes that it has no ownership rights in the PayPal Marks. Merchant shall not assign to any third party any of the rights to use the PayPal Marks. Merchant is prohibited from using the PayPal Marks, not permitted above, unless expressly authorized in writing by PayPal.

## **32. AMERICAN EXPRESS CARD ACCEPTANCE.**

Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Guide is hereby incorporated by



reference into this Card Services Agreement. In addition, Merchant agrees to comply with the terms of all other security and operational guides published by American Express from time to time, including the American Express Data Security Requirements. Merchant hereby authorizes Global Direct to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the American Express Guide sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Card Services Agreement. For the avoidance of doubt, "cardholder" as used in this Card Services Agreement shall include Card Members as defined in the American Express Guide.

Merchant hereby acknowledges and agrees that (i) Global Direct may disclose American Express Transaction Data (which for purposes of this Section 31 shall have the same definition as "Transaction Data" in the American Express Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Card Services Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact Global Direct customer service as described in this Card Services Agreement. For purposes of this Section 31, "Merchant Data" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this Section 31 means an American Express Program Merchant with either

(i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.

Merchant shall not assign to any third party any American Express-related payments due to it under this Card Services Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to Global Direct, its affiliated entities and/or any other cash advance funding source that partners with Global Direct or its affiliated entities, without consent of American Express.

In connection with Merchants acceptance of American Express, Merchant agrees to comply with and be bound by, the rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard). Merchant hereby agrees to report all actual or suspected Data Incidents (as such term is defined in the American Express Data Security Requirements) immediately to Global Direct and American Express immediately upon discovery thereof.

Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce the Card Services Agreement against Merchant to the extent applicable to American Express processing. Merchant's termination of American Express card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact Global Direct customer service as described in this Card Services Agreement.

Without limiting any other rights provided herein, Global Direct shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any American Express Card Member for any purchase or payment on the American Express card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the American Express Guide.

### **33. ELECTRONIC SIGNATURES.**

Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Card Services Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (1) your electronic signature is associated with the Card Services Agreement and related documents, (2) you consent and intend to be bound by the Card Services Agreement and related documents, and (3) the Card Services Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Card Services Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

By pressing Submit, you agree (i) that the Card Services Agreement and related documents shall be effective by electronic means, (ii) to be bound by the terms and conditions of this Card Services Agreement and related documents, (iii) that you have the ability to print or otherwise store the Card Services Agreement and related documents, and (iv) to authorize us to conduct an investigation of your credit history with various credit reporting and credit bureau agencies for the sole purpose of determining the approval of the applicant for merchant status or equipment leasing. This information is kept strictly confidential and will not be released.

### **34. SURCHARGES/OTHER FEES.**

Merchant pricing appears in the Card Services Fee Schedule of the Merchant Application. T&E merchants (airline, car rental, cruise line, fast food, lodging, restaurant, travel agent, transportation) may have separate rates quoted for consumer and commercial (business) transactions. Transactions that do not clear as priced are subject to surcharges (as outlined in Merchant Application) that are billed back to you on your monthly statement. The most predominant market sectors and transactions types for surcharges appear below, however, such sectors and transaction types are not comprehensive and are subject to change. Most surcharges can be avoided by using a product that supports authorization and market data requirements established by the card associations and that are subject to change from time to time. Some surcharges occur on specific types of cards (including without limitation Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and "foreign" cards issued outside the United States). Unless your Card Services Fee Schedule specifically addresses commercial cards (i.e., Business Cards, Corporate Cards, Fleet Cards, GSA Cards, Purchase Cards), you will be billed back for the higher cost of acceptance of commercial cards, unless you are primarily a business-to-business supplier with corresponding pricing based on acceptance of commercial cards. The card associations require that information from the original authorization, including a lifecycle identifier, be retained and returned with subsequent authorizations and/or the settled transaction data. The card associations validate this information as part of the clearing and settlement process. If authorization data is not retained and returned at settlement, then the transaction will not clear as priced and will incur a surcharge. For more information concerning surcharging and to view market data, you may wish to check the Global Direct website ([www.globalpaymentsinc.com](http://www.globalpaymentsinc.com)) for best practices information and to license Global Access @dVantage (GA@) or Business View for transaction detail review.

The items listed in this Section 33 are not and are not intended to be a comprehensive list of all instances in which surcharges may apply. Surcharges may apply in additional situations. All surcharges may include additional fees assessed by the applicable card association and Member or Global Direct.

In addition, Merchant may be assessed additional fees which will be in addition to the fees stated on the Merchant Application, including the following:

Merchant will also be assessed (a) Cross-Border fees and a U.S. Acquirer Support fee for international MasterCard and Maestro transactions, (b) an International Service Assessment fee and International Acquirer fee for international Visa transactions, and (c) an International Processing fee and International Service fee for international Discover transactions. These fees, which are applicable to transactions between Merchant and a non-U.S. MasterCard, Maestro, Visa, American Express, or Discover cardholder will be displayed as a separate item on Merchant's monthly statement and may include fees assessed by both the applicable card association and Member or Global Direct.

Merchant will also be assessed per transaction access or participation fees and assessment rates for Visa, MasterCard, American Express, Discover and PayPal transactions, which will be displayed as a separate item on Merchant's monthly statement and may include fees by both the applicable card association and Member or Global Direct.

Merchant will also be assessed a Discover Network Authorization Fee.

Merchant may also be assessed a PCI DSS Compliance fee, which will appear as a separate item on Merchant's monthly statement. This fee is assessed by Member and Global Direct in connection with Member and Global Direct's efforts to comply with the PCI Data Security Standard and does not ensure

Merchant's compliance with the PCI Data Security Standard or any law, rule or regulation related to cardholder data security. The payment of such fee shall not relieve Merchant of its responsibility to comply with all rules and regulations related to cardholder data security, including without limitation the PCI Data Security Standard. Merchant may also be assessed a PCI DSS Non-Compliance fee until they validate compliance or confirm they are using a PA DSS Validated payment application.

Merchant will also be assessed the following fees on or related to Visa transactions: the Visa Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch, the Visa Zero Floor Limit Fee, which will be assessed on settled transactions that were not authorized, the Visa Zero Dollar Verification fee, which will be assessed on transactions where Merchant requested an address verification response without an authorization, the Visa Transaction Integrity fee, which will be assessed on Visa signature debit and prepaid transactions that fail to meet processing and transaction standards defined by Visa, and a monthly fee based on the number of card present Merchant locations by Merchant taxpayer identification number and/or all Visa volume processed by a Merchant's taxpayer identification number. Merchant will also be assessed a MasterCard CVC2 Transaction fee and the MasterCard Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch or not properly reversed within 120 days, and an acceptance and licensing fee that will be applied to the Merchant's total U.S. MasterCard sales volume. These fees will be displayed as separate items on Merchant's monthly statement, provided that the acceptance and licensing fee may be included with Merchant's MasterCard assessment fees, and may include fees assessed by both the applicable card association and Member or Global Direct.

## SURCHARGES FOR PREDOMINANT MARKET SECTORS

### Retail/Restaurant Electronic Merchant

If you are a Retail Merchant or a Restaurant Merchant with retail-only pricing (no Business Card Rate) and utilize a certified terminal product or electronic system or the payment application provided by Global Direct or its partner, which is designed for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation retail commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and all Commercial Cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for No Signature Required [NSR] program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions unless a Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or, Bar/Tavern (MCC 5513), Beauty/Barber Shop (MCC 7230), or Taxi/Limousines (MCC 4121).
- The electronic authorization amount must be equal to the transaction amount on Discover retail transactions except that Taxi Limousines (MCC 4121) and Beauty/Barber Shop (MCC 7230) merchant transactions may vary up to 20%. Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or Bar/Tavern (MCC 5513) transactions may vary by more than 20% from the electronic authorization without incurring surcharges.

### Restaurant Electronic Merchant

If you are a Restaurant Merchant MCC 5812 or Fast Food Merchant MCC 5814 and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.

### Supermarket Electronic Merchant

If you are an approved (certified) supermarket merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Supermarket Credit Card and Supermarket Check Card. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

### Emerging Market Electronic Merchant

If you qualify as an Emerging Market Merchant (as defined by Association guidelines from time to time) and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all the following requirements will be priced at the rates quoted. Any other transaction, including commercial card transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and non-magnetic stripe read foreign transactions will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. In addition, each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization.
- Settle and transmit batches same day via your terminal/electronic system.
- Provide market data as required. See Note.

NOTE: If card is not present and a magnetic stripe read does not occur, then Merchant may be required to comply with "Direct Marketer" market data requirements including AVS request on cardholder billing address at time of authorization. If card is present and cardholder signature is obtained, however the magnetic stripe is damaged, then Merchant may be required to obtain AVS match on cardholder billing address zip code.

### MOTO Electronic Merchant

If you are a MOTO Merchant (non-magnetic swipe read transactions), and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate quoted. Any other transaction, including all foreign transactions and commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settle amount).
- Address Verification Request in authorization on cardholder billing address. For Discover transactions, Merchant must obtain full address verification request on street number and/or 9 digit postal code.
- CID verification for Discover merchants on non-recurring transactions.  
Purchase date (settled date) is ship date.
- Send order number with each transaction.
- Settle and transmit batches same day via your terminal/electronic system.
- Send level 3 data (line item detail, sales tax, customer code) with every eligible commercial card transaction.

NOTE: Card Not Present transactions involving one-time, recurring, or installment bill payment transactions are subject to additional card association requirements which must be complied with to avoid surcharges. Electronic commerce transaction requirements are also subject to additional card association requirements which must be complied with to avoid surcharges. Please refer to Card Acceptance Guide for additional requirements.

NOTE: Transactions which utilize our TouchTone Capture system for authorizations and settlement, settle beyond 48 hours, or are not transmitted via the TouchTone Capture system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

### Public Sector Electronic Merchant

If you are an approved (certified) public sector merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Public Sector. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

### **Purchase Card Electronic Merchant**

If you are a Purchase Card Merchant (non-magnetic swipe read transactions) and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets the following requirements will be priced at the rate quoted. Each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Each Visa business and commercial card transaction will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Any other transaction that does not meet the following requirements, including without limitation foreign transactions, tax-exempt Visa Commercial transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settled amount).
- Address Verification Request in authorization on cardholder billing address.
- Purchase date (settled date) is ship date.
- Send order number (customer code) with each transaction.
- Send tax amount with every transaction.
- Send Level 3 data (line item detail) with every eligible commercial card transaction. Sales tax exempt transactions will not be considered to meet these requirements unless they include Level 3 data (line item detail).
- Settle and transmit batches same day via your terminal/electronic system.

### **Lodging/Auto Rental Electronic Merchant**

If you are a Lodging or Auto Rental Merchant utilizing a terminal or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation non-magnetic stripe read foreign transactions, and transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic swipe read (card swipe/electronic imprint) at the time of check-in.
- Obtain additional electronic authorizations or send partial reversals to bring total authorized amount within 15% of settled amount. Authorizations must meet card association requirements.
- Obtain a cardholder signature for final transaction amount.
- Purchase Date is hotel check-out date/auto return date.
- Length of guest stay/rental in initial authorization.
- Hotel Folio/Rental Agreement Number and check-in date/check-out date transmitted with each transaction.
- Additional market data may be required for commercial card transactions to avoid surcharges. Lodging merchants who (1) accept credit cards for advance payment; (2) guarantee reservations using a credit card; or (3) provide express check-out services to guests, must comply with additional card association requirements for these services in addition to additional authorization and settlement market data requirements. Lodging merchants who subject charges to final audit and bill for ancillary/additional charges must comply with additional bank card association requirements for these services in addition to additional authorization and settlement market data requirements to avoid surcharges. These transactions may also be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Please see Card Acceptance Guide for requirements and best practices for these transactions.

### **Paper Deposit Merchant**

Non-terminal/electronic paper deposit transactions will be priced at the rate quoted in the Card Services Fee Schedule of the Merchant Application.

### **Debit Card Merchant**

Each debit card transaction will be assessed the network's acquirer fee in addition to the debit card per item fee quoted in the Card Services Fee Schedule of the Merchant Application.

### **Card Present: / Mag Stripe Failure:**

A magnetic stripe read is also referred to as an electronic imprint. If the magnetic stripe is damaged, then other validation means may be required to protect against counterfeit cards and merchant must obtain a manual imprint. Most products, including the payment application, if any, will prompt for cardholder billing zip code and perform an AVS check for a zip code match. CID verification is recommended for Discover key-entered transactions. Key-entered retail transactions are subject to higher interchange and surcharges.

The foregoing information regarding surcharging is not comprehensive and is subject to change by the card association. Additional or different rates or fees may apply based on the details of a subject transaction.

All questions regarding Card Services should be referred to Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta GA. 30326, or call: 1-800-367-2638. Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Contact information for Member is listed in the Merchant Application.

**Global Payments Direct Inc.** is a registered ISO of BMO Harris Bank N.A. and Wells Fargo Bank, N.A.

**Debit sponsorship** is provided by Old Line Bank - 1525 Pointer Ridge Place, Bowie, MD. 20716, 1(800)617-7511.



*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](http://www.ytown.org)

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# MEMORANDUM

TO: Ypsilanti Township Board of Trustees

FROM: Mike Hoffmeister, Director – Residential Services Department

DATE: February 1, 2020

RE: **Request authorization to approve Customer Agreement with TeeSnap to install a POS System at Ypsilanti Township Park Gates for \$5,000 budgeted in #212-970.000-975.795**

The Residential Services Department is requesting the Ypsilanti Township Board of Trustees to consider authorization to approve the Customer Agreement with TeeSnap to install a POS System at Ypsilanti Township Park Gates. This is the same software that we installed at Green Oaks Golf Course. This system will allow us to take credit cards at park gates. But it will also streamline the reporting and money counting process currently done by staff, allow us to market to our annual pass holders and track our pass holders digitally.

Please find attached this memorandum the bid package created by Spicer Group.

Respectfully Submitted,

Mike Hoffmeister  
Director of Residential Services



**CORE PACKAGE**

	LICENSES	MSRP	DISCOUNT	TAX %	TAX TOTAL	TOTAL
Teesnap Golf + F&B Software Package (includes Teesnap Access Station & Strategic Account Management)		11,000.00	6,000.00	0.00	0.00	5,000.00
Each License covers up to 6 users	4					

**COMPONENTS/ADD-ONS**

	INCLUDED	MSRP	DISCOUNT	TAX %	TAX TOTAL	TOTAL
Custom Website + Form Submissions (SM Claiming, SM Syndication, Blog, Online Store)						
Email Marketing Tool (Email journeys, Marketing Refresh API)						
In Person Training, Installation, and Ongoing Support						
Extra Day(s) of In-Person Training						
Webinar Training						
<b>CORE + COMPONENTS/ADD-ONS TOTAL</b>						5,000.00

**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						
<b>PROFESSIONAL SERVICES TOTAL</b>						0.00

**ADDITIONAL HARDWARE****NUMBER INCLUDED**

Thermal Cloud Printer - TSP65411		<b>TOTAL MSRP</b>	11,000.00
Impact Cloud Printer - SP742CLOUDPRNT		<b>TOTAL DISCOUNT</b>	6,000.00
Thermal Bluetooth Printer - TSP654IIBI-24		<b>SUBTOTAL</b>	5,000.00
Cash Drawer - 13"x13"		<b>TAXES DUE</b>	0.00
Cash Drawer - 16"x16"		<b>TOTAL ANNUAL PRICE DUE</b>	5,000.00



**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 \$ **5,000.00** as a one-time annual payment.

This payment is valid for 1-year use of Teesnap. The terms of this agreement will expire on **01/14/2022**. 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 \_\_\_\_\_ 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 **Charter Township of Ypsilanti**, with its principal place of business at **7200 South Huron River Drive** (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 **01/14/2019** (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.

_____	Teesnap, LLC
Customer	_____
_____	_____
Date	Date
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

*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*

Liquor  
Commission

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

# MEMORANDUM

To: Karen Lovejoy Roe, Clerk

From: Stan Eldridge, Township Trustee  
Jimmie Wilson, Jr., Township Trustee

Date: February 11, 2020

Subject: ***Request to Approve the Recommendation of the Charter Township of Ypsilanti Liquor Commission to Grant a Class C Liquor License to Green Oaks Golf Course Located at 1775 E. Clark Rd***

At the meeting held on February 11, 2020, the Charter Township of Ypsilanti Liquor Commission voted to recommend approval of a Class C Liquor License for Green Oaks Golf Course located at 1775 E. Clark Rd.

Please place this item on the February 18, 2020 Board Agenda.

lrs

cc: Larry Doe, Treasurer  
Files

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



**Green Oaks  
Golf Course**

1775 E. Clark Road  
Ypsilanti, MI 48198  
Phone: (734) 485-0881  
Fax: (734) 485-1992

[ytown.org](http://ytown.org)

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## MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Director of Golf, Kirk Sherwood II, PGA

CC: Mike Hoffmeister, Residential Services Director  
Clayton Farnsworth, Assistant Director of Golf

Date: February 10, 2020

**Request Authorization to award a Class C Liquor License to Green Oaks Golf Course, to complete Form LCC-106 (a local government resolution fillable form) and to waive the Ypsilanti Township liquor fee.**

Green Oaks Golf Course is seeking authorization to award a Class C Liquor License to Green Oaks Golf Course. This would include the completion of the LCC-106 Local Government Approval as part of the State of Michigan Liquor License application process. The local Township Application has been sent to the Liquor Commission and we met on Tuesday, February 11, 2020. It was also noted by the State that we are not required to complete finger printing. We are also requesting the local Ypsilanti Township Liquor Commission application fee be waived.

Thank you for your time in consideration. If you have any questions in regard to this matter please feel free to contact me by email at [ksherwood@ytown.org](mailto:ksherwood@ytown.org) or by phone at 734-890-6287 prior to the board meeting.



CHARTER TOWNSHIP OF YPSILANTI  
WASHTENAW COUNTY, MICHIGAN

LIQUOR LICENSE APPLICATION AND QUESTIONNAIRE

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

1. Location of business should be easily accessible and adjacent to populated areas of the township.
2. Located on or adjacent to, major traffic arteries.
3. Size and patron capacity of facility.
4. Number of jobs to be created.

DATE: 11 20 2019  
Mo. Day Year

1. Applicant(s) \*Names Charter Township of Ypsilanti

Address Business Green Oaks Golf Course  
1775 East Clark Rd Ypsilanti MI 48198

Home \_\_\_\_\_

Phone (734) 485-0881

\*If Corporation provide names and home addresses of executives on separate sheet.  
IF BUSINESS IS PRESENTLY IN OPERATION COMPLETE QUESTION 2 AND 3.  
IF BUSINESS IS NOT IN OPERATION, GO TO QUESTION 4

What type of License is being requested: Class C Liquor License

Questions regarding this document should be directed to the Township Clerk.

**Ypsilanti Township Liquor License and Application**

2.

A. Name and address of business for which license is intended:

Green Oaks Golf Course

1775 East Clark Rd.

Ypsilanti MI 48198

B. The business has been in operation for 49 years.

Capacity of business for that time period?

Annual golf rounds average 23,000 - 30,000 annually

C. Primary purpose of business? Golfing - Entertainment value

Outings, leagues, open play tee times for the public

D. Have you ever been granted a Michigan or other state liquor license?

If yes, explain: No

E. If license is granted, will the business stay in the same location? Yes

F. What is the present patron capacity? 40 in the golf pro shop

G. What is the square footage of the building? 1100

H. How many employees on existing staff? 15

I. Hours of Operations? Dawn - Dusk

**Ypsilanti Township Liquor License and Application**

3. If license request is granted, will any of the following occur, if not go to #4

- A. Renovations to building? If yes, explain: \_\_\_\_\_  
\_\_\_\_\_
- B. Estimated costs of renovations? \_\_\_\_\_
- C. Will patron capacity increase? If yes, to how many? \_\_\_\_\_
- D. Will number of employees be increased? \_\_\_\_\_  
If so, by how many? \_\_\_\_\_

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

- A. Location of proposed site? \_\_\_\_\_
- B. Size of facility to be erected? \_\_\_\_\_
- C. Estimated cost of facility? \_\_\_\_\_
- D. Expected staff requirements? \_\_\_\_\_
- E. Expected patron capacity? \_\_\_\_\_
- F. What will be the primary purpose of the business?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- G. Does the property have the necessary zoning? \_\_\_\_\_
- H. Has a building permit been issued? \_\_\_\_\_
- I. Will the facility be built if a license is not granted? \_\_\_\_\_

**Ypsilanti Township Liquor License and Application**

5. As was stated earlier, the Township Board is obligated to award liquor licenses in the best interest of the citizens of Ypsilanti Township and not for the gain of an individual or corporation.

Why do you think you should receive a liquor license?

The golf course has existed for 49 years. Patrons that visit the golf course should have the ability to purchase beer and wine for consumption before, during, and after play. The revenue generated will help to support expenses of the course.

6. Have you ever been convicted of a felony? No Are you disqualified to receive a license by reason or any matter or thing contained in Charter Township of Ypsilanti Liquor Licenses or the laws of the State of Michigan? No
7. A statement that you will not violate any of the laws of the State of Michigan or of the United States or any ordinances of the Charter Township of Ypsilanti in the conduct of your business. \_\_\_\_\_

Fingerprints of applicant, manager, and officers in the case of a club, society or corporation must be on file with the Washtenaw County Sheriff's Department prior to approval of your request.

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

Applicant's signature \_\_\_\_\_

Date 11/20/19

Printed Name Kirk Sherwood II

Receipt No. \_\_\_\_\_

Amount \_\_\_\_\_

**Fee Schedule  
(effective May 13, 1999)**

Application for New Class C License .....	\$1,000.00
Application for Addition to Existing Class C License .....	\$1,000.00
Transfer of Existing License .....	\$1,000.00
Any Other Changes (stock ownership, etc.) .....	\$ 150.00



**COUNTY OF WASHTENAW, MICHIGAN**

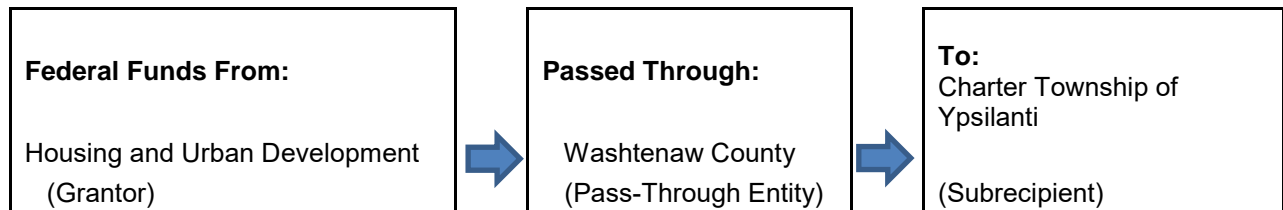
**Agreement for Subaward of Federal Financial Assistance**

The COUNTY OF WASHTENAW is a recipient of federal financial assistance grant dollars. These funds are received directly from the federal government and indirectly from the State of Michigan and several local entities. The County sometimes passes through a portion of this federal financial assistance to other organizations located within (or in the vicinity of) the geographical boundaries of the County to assist them in carrying out the objectives of the applicable federal grant or program.

AGREEMENT is made this **1st day of February, 2020**, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan, as the pass-through entity (hereinafter referred to as the County) and, **Charter Township of Ypsilanti**, located at 7200 S. Huron River Drive, Ypsilanti, MI 48197, (hereinafter often referred to as the Subrecipient).

This agreement is a subaward of federal financial assistance by the County to the Subrecipient intended to assist, stimulate, or support the Subrecipient in carrying out its allowable activities under the Continuum of Care as requested by the Subrecipient in its application to the County for federal financial assistance.

Flow of Federal Financial Assistance in this Subaward Agreement



ARTICLE I – REQUIRED DATA ELEMENTS

(As detailed in Section 200.331 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget, hereinafter referred to as the Uniform Guidance.)

Subrecipient Name (must match registered name in DUNS)	Charter Township of Ypsilanti
Subrecipient DUNS Number	781488648
Federal Award Identification Number (FAIN)	\$29,659.00 - B-17-UC-26-006 \$192,678.00 - B-19-UC-26-006
Federal Award Date (the date when the federal award is signed by the authorized official of the federal awarding agency)	2017 – October 19, 2017 2019 – July 23, 2019
Subaward Period of Performance (start and end date)	2/1/2020 - 12/31/2020
Amount of Federal Funds Obligated by this Agreement	

Total Amount of Federal Funds Obligated to the Subrecipient	\$222,337.00
Total Amount of the Federal Award	2017 – \$1,846,861.00 2019 - \$2,123,502.00
Federal Award <b>Project Description</b> (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) described in Title 2 Code of Federal Regulations Part 170)	This contract includes support of construction costs associated with the Ypsilanti Township Community Center flooring project located at 2025 E. Clark in the Charter Township of Ypsilanti.
Name of Federal Awarding Agency	Department of Housing and Urban Development (HUD)
Name of County (Pass-Through Entity)	Washtenaw County
Name and Contact Information for Awarding Official	Gregory Dill 220 N Main PO Box 8645 Ann Arbor, MI 48107 Phone: 734-222-6850
CFDA Number and Name	14 218 – Community Development Block Grant
Is this Subaward for Research and Development? (answer Yes or No)	No
Indirect Cost Rate for the Federal Award (either an approved federally recognized indirect cost rate negotiated between the Subrecipient and the federal government or, if no such rate exists, either a rate negotiated between the County and Subrecipient or a de minimus indirect cost rate of 10% of modified total direct costs may be used). Subrecipient may choose to charge only direct costs to this agreement.	Not applicable

WHEREAS, the Grantee receives funds from the United States Department of Housing and Urban Development (HUD) pursuant to HUD's Community Development Block Grant Entitlement Communities Grants ("CDBG") and the Grantee is authorized to award CDBG funds pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C. 5301, et. seq.; and

WHEREAS, the Grantee has been designated as an entitlement county for the CDBG Program and acts as the lead entity for the Washtenaw Urban County, which consists of the City of Ann Arbor, City of Dexter, City of Saline, City of Ypsilanti, Ann Arbor Township, Augusta Township, Bridgewater Township, Dexter Township, Lima Township, Manchester Township, Northfield Township, Pittsfield Township, Salem Township, Saline Township, Scio Township, Superior Township, Sylvan Township, Webster Township, York Township, and Ypsilanti Township; and

WHEREAS, the Subrecipient has agreed to collaborate with the Office of Community and Economic Development (OCED) to manage this public improvement project; and

In consideration of the mutual covenants and obligations contained in this Agreement, including the Attachments, and subject to the terms and conditions stated, THE PARTIES AGREE AS FOLLOWS:

## ARTICLE II - SCOPE OF SERVICES

The Subrecipient will agree to use Washtenaw Urban County 2017 and 2019 CDBG funds for the eligible construction costs associated with the Ypsilanti Township Community Center flooring project located at 2025 E. Clark in the Charter Township of Ypsilanti. Project involves installation of approximately 6,525 square feet of new floor tiles where the existing flooring is in poor condition and poses safety concerns. The contract will be paid for with 2017 and 2019 Urban County CDBG funding, **not to exceed Two Hundred Twenty Two Thousand Three Hundred and Thirty Seven Dollars and Zero Cents (\$222,337.00)**, in accordance with the budget in Attachment B.

## ARTICLE III - PAYMENT AND CASH MANAGEMENT

If the County is paid in advance by the federal awarding agency under the above named federal assistance award, the Subrecipient may also be paid in advance if it meets the requirements in Section 1 below.

Section 1 - Cash Advances. The Subrecipient may request an advance of funds under this agreement if it maintains or demonstrates the willingness to maintain both:

1. written procedures that minimize the time elapsing between the transfer of funds from the County and the subsequent disbursement of the funds by the Subrecipient,
2. financial management systems that meet the standards for fund control and accountability as defined in Section 200.305 of the Uniform Guidance.

Requests for advance of funds must be limited to the minimum amount needed and must be timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the terms of this agreement. The timing and amount of the advance must be as close as is "administratively feasible" to the actual disbursement to be made by the Subrecipient.

Section 2 - Reimbursement. If the Subrecipient does not meet the requirements in Section 1 above, it shall submit periodic reimbursement requests to the County. This may be done on a monthly or quarterly basis. The reimbursement request shall be accompanied by the agreed upon financial and programmatic reports. The County shall pay the Subrecipient within 30 calendar days after the receipt of the reimbursement request and the agreed upon financial/programmatic reports, unless the County reasonably believes the reimbursement request to be improper.

## ARTICLE IV - REPORTING OF SUBRECIPIENT

Section 1 - The Subrecipient is to report to the CDBG Management Analyst, and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - The Subrecipient shall submit financial reports **as requested** to the OCED Senior Fiscal Assistant. The Subrecipient shall submit programmatic reports **as requested** to CDBG Management Analyst.

Section 3 - All reports, estimates, memoranda and documents submitted by the Subrecipient must be dated and bear the Subrecipient's name. Financial reports shall be submitted in a timely manner to the County and shall be in agreement with the amounts shown in

the Subrecipient's financial system and shall be supported by appropriate documentation (payroll records, invoices, etc.). Final financial and programmatic reports shall be submitted by the Subrecipient within 30 days of the end of this agreement unless an extension of time is granted in writing by the County.

Section 4 - The Subrecipient agrees to only incur costs under this agreement which are eligible under the Cost Principles detailed in Section 200.400-475 of the Uniform Guidance.

Section 5 - The Subrecipient shall retain all reports, records and supporting documentation pertaining to this agreement for a period of three years from the date of submission of the final expenditure report and shall make them available to the County and the federal awarding agency upon request.

Section 6 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 7 - The County may review and inspect the Subrecipient's activities during the term of this agreement.

Section 8 - When applicable, the Subrecipient will submit a final, written report to the County Administrator.

Section 9 - After reasonable notice to the Subrecipient, the County may review any of the Subrecipient's internal records, reports, or insurance policies.

Section 10 - The Subrecipient and/or subcontractors shall disclose in writing to the County any potential conflict of interest it has related to the County or this agreement subject to the provisions 2 CFR 200.318.

Section 11 - The Subrecipient shall disclose in writing to the County in a timely manner all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this agreement.

Section 12 - The Subrecipient shall report to the County in a timely manner if any adverse or problematic situations arise between reporting deadlines describing the nature of the problem and what is being done to address it.

#### ARTICLE V - TERM

This contract begins on the date of this agreement and ends on **December 31, 2020** with an option to extend for (1) additional one (1) year period. No costs eligible under this agreement shall be incurred by the Subrecipient before or after these dates, except with prior written approval of the County.

#### ARTICLE VI- RESPONSIBILITIES OF THE SUBRECIPIENT

Section 1 - The Subrecipient agrees to comply with all applicable federal, State, and local regulations including the Uniform Guidance. The Subrecipient agrees to comply with the management systems standards (financial management (Sections 200.302-304), procurement (Sections 200.317-326), and property management (Sections 200.310-316)) of the Uniform Guidance.



Section 2 - The Subrecipient agrees to have performed a Single Audit of its federal expenditures if it reaches the Single Audit dollar threshold in federal expenditures during its fiscal year as detailed in Section 200.501 of the Uniform Guidance. The County reserves the right to perform or cause to be performed additional audits if it deems such to be necessary to insure compliance with the terms of this agreement or to determine the eligibility of the reported expenditures for reimbursement.

Section 3 - The Subrecipient agrees to comply with the provisions of the Byrd Amendment (Public Law 101-121, Section 319 - 31 U.S. Code Section 1352) which prohibits the use of federal funds by the recipient or subrecipient of a Federal contract, grant, loan, or cooperative agreement to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal funds awarded under this agreement.

Section 4 – The Subrecipient agrees to comply with the provisions of the Stevens Amendment (Section 8136 of the Department of Defense Appropriations Act – Public Law 100-463) which stipulates that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be funded by non-governmental sources.

Section 5 - In addition to this agreement, the Subrecipient shall complete, sign, and submit to the County the following documents which are attached as part of this agreement:

1. Standard Assurances
2. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
3. Audit Certification

#### ARTICLE VII – SUSPENSION OF FUNDING

The County may suspend funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

1. Failure to expend funds in a timely manner consistent with the agreement milestones, guidance, and assurances.
2. Failure to comply with the requirements or statutory objectives of federal or state law.
3. Failure to follow agreement requirements or special conditions.
4. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the application would not have been approved for funding.
5. Failure to submit required reports.
6. Filing of a false certification on the application or other report or document.
7. Failure to adequately manage, monitor or direct the activities of its subrecipients that are funded under this agreement.

Before taking action, the County will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

The County reserves the right to recommend to the federal government that the Subrecipient be suspended or debarred in the case of sustained significant noncompliance by the Subrecipient with the award provisions.

### ARTICLE VIII- PERSONNEL

Section 1 - The Subrecipient will provide the required services and will not subaward or assign the services without the County's written approval.

Section 2 - The Subrecipient will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that all work done under this agreement shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore entity or offshore business interest either owned or affiliated with the Subrecipient. For purposes of this agreement, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

### ARTICLE IX-INDEPENDENT CONTRACTOR

Contractor and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Contractor shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this contract, Contractor retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.

Contractor shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Contractor shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Contractor.

### ARTICLE X - INDEMNIFICATION AGREEMENT

The Subrecipient will protect, defend and indemnify the County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Subrecipient's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this agreement resulting in whole or in part from negligent acts or omissions of Subrecipient, any subcontractor of the Subrecipient, or any employee, agent or representative of the Subrecipient or any subcontractor of the Subrecipient. Nothing herein shall be construed to waive, limit, or restrict any governmental immunity defense available to the subrecipient (Ypsilanti Township).

### ARTICLE XI- INSURANCE REQUIREMENTS

The Subrecipient will maintain at its own expense during the term of this Agreement, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this agreement.
3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage. For transportation services contracts, the County shall be added as additional insured on automobile liability policy with respect to the services provided under this contract.

Insurance companies, named insureds and policy forms may be subject to the approval of the County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to The County. Subrecipient shall be responsible to the County or insurance companies insuring the County for all costs resulting from both financially unsound insurance companies selected by Subrecipient and their inadequate insurance coverage. Subrecipient shall furnish the County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Subrecipient until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Subrecipient expires or is canceled during the term of the agreement, services and related payments will be suspended. Subrecipient shall furnish certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this agreement. Certificates shall be addressed to the County c/o: **INSERT DEPARTMENT, ADDRESS, CITY, STATE & ZIP CODE AND Contract # \_\_\_\_\_**, and shall provide for written notice to the Certificate holder of cancellation of coverage.

### ARTICLE XII - COMPLIANCE WITH LAWS AND REGULATIONS

The Subrecipient will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

The Subrecipient agrees to maintain the proper organizational status (such as 501 (c)(3) if needed) to be eligible to receive federal financial assistance under this grant, including proper

licensure, registration, etc. Subrecipient agrees to keep itself in the same legal position/mode of organization as when it entered into this agreement.

#### ARTICLE XIII - INTEREST OF SUBRECIPIENT AND COUNTY

The Subrecipient promises that it has no interest which would conflict with the performance of services required by this agreement. The Subrecipient also promises that, in the performance of this agreement, no officer, agent, employee of the County, or member of its governing bodies, may participate in any decision relating to this agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

#### ARTICLE XIV - CONTINGENT FEES

The Subrecipient promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Subrecipient, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Subrecipient, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this agreement. For breach of this promise, the County may cancel this agreement without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Subrecipient.

#### ARTICLE XV - EQUAL EMPLOYMENT OPPORTUNITY

The Subrecipient will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Subrecipient will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Subrecipient agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Subrecipient, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.



ARTICLE XVI - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service agreement with the County to pay their employees under that agreement, a minimum of either \$13.61 per hour with benefits or \$15.18 per hour without benefits. Agreementor agrees to comply with this Ordinance in paying its employees. The Subrecipient understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2020 and annually thereafter which amount shall be automatically incorporated into this agreement. County agrees to give the Subrecipient thirty (30) days written notice of such change. The Subrecipient agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XVII - ASSIGNS AND SUCCESSORS

This agreement is binding on the County and the Subrecipient, their successors and assigns. Neither the County nor the Subrecipient will assign or transfer its interest in this agreement without the written consent of the other.

ARTICLE XVIII - TERMINATION OF AGREEMENT

Termination without cause. Either party may terminate the agreement by giving thirty (30) days written notice to the other party. Upon any such termination, the Subrecipient agrees to return to the County any funds not authorized for use, and the County shall have no further obligation to reimburse the Subrecipient. Upon termination of the agreement, the Subrecipient shall submit documentation, in a format specified by the County, to formally end its participation in the agreement.

ARTICLE XIX - EQUAL ACCESS

The Subrecipient shall provide the services set forth in the Scope of Service section of this agreement without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XX - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this agreement will be freely available to the public. None may be copyrighted by the Subrecipient. During the performance of the services, the Subrecipient will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this agreement by the Subrecipient must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XXI - PAYROLL TAXES

The Subrecipient is responsible for all applicable state and federal social security benefits and unemployment taxes for its employees and agrees to indemnify and protect the County against such liability.

ARTICLE XXII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XXIII - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the County and the Subrecipient, will be incorporated into this agreement by written amendments signed by both parties.

Unilateral modification of the agreement may take place by the County if the underlying programmatic legislation or regulations are changed by the federal government. If this unilateral modification is objectionable to the Subrecipient, it may withdraw from receiving further federal financial assistance under this agreement by giving (thirty) 30 days written notice to the County.

The Subrecipient agrees to inform the County in writing concerning any proposed changes of dates, budget, or services indicated in this agreement, as well as changes of address or personnel affecting this agreement. Changes in dates, budget, or services are subject to prior written approval of the County.

ARTICLE XXIV - CHOICE OF LAW AND FORUM

This agreement is to be interpreted by the laws of the State of Michigan. The parties agree that the proper forum for any disputes or litigation arising out of this agreement is in Washtenaw County, Michigan.

The County and the Subrecipient agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation. This is not to be construed as a waiver of governmental immunity for either party.

ARTICLE XXV - EXTENT OF AGREEMENT

This written agreement, including any attachments thereto, represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE XXVI – PRIVACY / THIRD PARTIES

This agreement is solely between the County and Subrecipient. No other parties are part of this agreement. This agreement is not intended to make any person or entity, not a party to this agreement, a third party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

ARTICLE XXVII - SEVERABILITY

The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision of this agreement, which shall remain in full force and effect.

ARTICLE XXVIII - NOTICES

Communication notices for this agreement may be delivered via electronic mail, U.S. mail, hand delivery, or fax.

The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the organization he or she represents. By signing this agreement, the County and the Subrecipient agree to comply with all of the requirements specified in this agreement.

ATTESTED TO: WASHTENAW COUNTY (Pass-Through Entity)

By: \_\_\_\_\_  
Lawrence Kestenbaum (DATE)  
County Clerk/Register

By: \_\_\_\_\_  
Gregory Dill (DATE)  
County Administrator

APPROVED AS TO CONTENT: Charter Township of Ypsilanti (Subrecipient)

By: \_\_\_\_\_  
Teresa Gillotti (DATE)  
Director

By: \_\_\_\_\_  
Brenda Stumbo (DATE)  
Township Supervisor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Curtis N. Hedger (DATE)  
Office of Corporation Counsel

By: \_\_\_\_\_  
Karen Lovejoy Roe (DATE)  
Township Clerk

**STANDARD ASSURANCES - CONSTRUCTION PROGRAMS**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.



11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

\_\_\_\_\_  
Signature of Subrecipient's Authorized Representative

\_\_\_\_\_  
Title of Subrecipient's Authorized Representative

\_\_\_\_\_  
Name of Subrecipient Organization

\_\_\_\_\_  
Date Submitted

## CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when Washtenaw County determines to award the covered transaction, grant, or cooperative agreement.

### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

### 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 –

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

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- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

Check [ ] if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction; (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Washtenaw County Administrator's Office, 220 N. Main, P.O. Box 8645, Ann Arbor, MI 48107-8645. Notice shall include the identification number(s) of each affected grant;

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Washtenaw County Administrator's Office, 220 N. Main, P.O. Box 8645, Ann Arbor, MI 48107-8645. Notice shall include the identification number(s) of each affected grant.

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

\_\_\_\_\_  
Name of Subrecipient Organization

- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

\_\_\_\_\_  
Printed Name and Title of Subrecipient's Authorized Representative

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

\_\_\_\_\_  
Signature of Subrecipient's Authorized Representative

Place of Performance (Street address, city, county, state, zip code)

\_\_\_\_\_  
Date

## Subrecipient Audit Certification

### Federal Audit Requirements - Fiscal Years Beginning After December 26, 2014

Non-federal organizations which expend \$750,000 or more in federal funds during their fiscal year are required to have a Single Audit performed in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget. Subrecipients must submit their audit report to the Federal Audit Clearinghouse within the earlier of 30 days after receipt of the auditor's report, or within 9 months after the end of the audit period for each year the Subrecipient meets the \$750,000 federal expenditure threshold.

Program: \_\_\_\_\_ CFDA Number: \_\_\_\_\_

#### Subrecipient Information:

Organization Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Independent Audit Firm: \_\_\_\_\_

Certification for Fiscal Year Ending (mm/dd/yyyy): \_\_\_\_\_

#### (Check appropriate box):

I certify that the Subrecipient shown above **does not expect** to expend \$750,000 or more in federal funds during at least one fiscal year that funds are received for the above listed program and thus it will not be required to have a Single Audit performed under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget, for the above listed program.

I certify that the Subrecipient shown above **expects it will** expend \$750,000 or more in federal funds during at least one fiscal year that funds are received for the above listed program and thus it will be required to have a Single Audit performed under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget.

\_\_\_\_\_  
Signature of Subrecipient's Authorized Representative

\_\_\_\_\_  
Date

For Washtenaw County Use Only

Reviewed By: \_\_\_\_\_

Date: \_\_\_\_\_



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**ATTACHMENT A- SCOPE AND LOCATION OF SERVICES & PROJECT TIMELINE**

**NARRATIVE DESCRIPTION/ SCOPE OF WORK:**

WASHTENAW COUNTY will contract with the **TOWNSHIP** for the eligible construction costs associated with the Ypsilanti Township Community Center flooring project located at 2025 E. Clark in the Charter Township of Ypsilanti. Project involves installation of approximately 6,525 square feet of new floor tiles where the existing flooring is in poor condition and poses safety concerns. These activities will be paid for with 2019 CDBG funding in accordance with the budget in Attachment B.

**PROJECT TIMELINE:**

A competitive request for proposals will be issued, to culminate in the selection of a contractor to perform the Ypsilanti Township Community Center flooring replacement project. It is anticipated that the Township will award a bid in Spring 2020 for construction to occur in August 2020 during a scheduled facility closure.

<b>Activity</b>	<b>Deadline</b>
Bid Opening	By 3/31/2020
Charter Township of Ypsilanti will award contract to most responsible and responsive bidder.	April 2020
Pre-Construction meeting	Late June 2020
Contractor and Township to complete Section 3 Plan; contractor to submit all required CDBG paperwork.	By 7/31/2020
Contractor will begin construction.	8/10/2020
Office of Community Development will perform Davis-Bacon Interviews.	8/10/2020–8/24/2020
Contractor will complete construction.	8/24/2020
Charter Township of Ypsilanti will submit request for reimbursement from Washtenaw County OCED, along with accompanying proof of payment, original Davis-Bacon payroll forms, and Section 3 Summary Report.	10/31/2020
<b>Project Completion Date:</b>	<b>10/31/2020</b>

**ATTACHMENT B- PROJECT BUDGET****SUMMARY OF TERMS:**

The COUNTY agrees to pay to or on behalf of the **TOWNSHIP** an amount not to exceed **Two Hundred Twenty Two Thousand Three Hundred and Thirty Seven Dollars and Zero Cents (\$222,337.00)** in 2017 and 2019 CDBG Funds according to the budget below:

**PROJECT BUDGET:**

<b>Ypsilanti Township Community Center Flooring Project DESIGN Budget</b>	
<b>REVENUE SOURCE(S):</b>	<b>TOTAL</b>
Grant Amounts CDBG (2017) – Allocation	\$29,659.00
Grant Amounts CDBG (2019) – Priority Project Award	\$61,898.00
Grant Amounts CDBG (2019) – Allocation	\$130,780.00
Other Support (In-Kind)	
Status of Funds	
<b>Total Revenues</b>	<b>\$222,337.00</b>
<b>PROGRAM EXPENSES</b>	<b>TOTAL</b>
Personnel, Taxes & Fringe Benefits	
Consultant & Contractual Fees	
Space & Related Costs	
Printing / Supplies	
Specific Assistance - scholarships	
Audit	
Program Evaluation	
Marketing	
Other – postage, communications	
Other – travel, insurance	
Other – staff development	
Other – construction	\$215,000.00
<b>Total Expenditures</b>	<b>\$215,000.00</b>

**MEMORANDUM OF AGREEMENT**  
**Between**  
**Region 2 Planning Commission**  
**And**  
**Charter Township of Ypsilanti**

This Agreement is between Region 2 Planning Commission (hereinafter referred to as “Region 2”) and Charter Township of Ypsilanti (and also, individually, a “party” and, collectively, “the parties”).

1. **Purpose; Scope of Services** – This Agreement articulates the mutual commitments in which Region 2 and Charter Township of Ypsilanti are involved whereas Charter Township of Ypsilanti will support and assist Region 2 in the work described in Attachment A (the Project). Region 2 will oversee the development of the project and performance under this Agreement. Charter Township of Ypsilanti agrees to put forth its best efforts in managing and delivering the products and services, as described in “Attachment A”, incorporated herein (hereinafter referred to as the “Work”). Charter Township of Ypsilanti agrees that no dollars provided under this contract shall be used for the purchase of alcohol or entertainment, as outlined in the proposal in “Attachment A.”
2. **Term** – The term of this Agreement shall be from July 19, 2019 to September 30, 2020. During the Term, this Agreement may be modified at any time by a mutual written agreement of the parties authorized to enter into this Agreement (the undersigned). Additional funds may be added by modifying the Agreement with a new work plan reflecting tasks mutually agreed upon by both parties.
3. **Termination** – Region 2 or Charter Township of Ypsilanti may terminate this Agreement at any time by giving 30 days written notice to the other party via such party’s e-mail address as provided below. Region 2 may, however, terminate this Agreement without notice for due cause. Cause shall include, but not be limited to:
  - The failure of Charter Township of Ypsilanti to perform its obligations under this Agreement, in a timely, acceptable and proper manner, or Charter Township of Ypsilanti’s unwaived breach of any material term of this Agreement. Should such a violation occur, Charter Township of Ypsilanti shall be notified and given 15 days, or such longer period as Charter Township of Ypsilanti may authorize in writing, after receipt of such notice to cure the violation.
  - A good faith determination by Region 2 that successful completion of the Project is not achievable.
  - Termination or suspension of Project funding by Region 2.
4. **Compensation** – Region 2 shall pay Charter Township of Ypsilanti an amount not to exceed \$26,690 for services rendered by Charter Township of Ypsilanti and accepted by Region 2, for labor and work-related expenses in accordance with the budget in Attachment A. Any additional expenses incurred by Charter Township of Ypsilanti not initially included in the scope of services set forth in Section 1 and Attachment A, must be authorized in advance by Region 2, in its sole discretion.

Charter Township of Ypsilanti further agrees that all compensation payable to Charter Township of Ypsilanti is set forth in this Section 4 and Attachment A and neither Charter Township of Ypsilanti nor its employees, agents or subcontractors are entitled to any other benefits or compensation, such as those customarily afforded to employees of Region 2, and these parties expressly waive any claim to same, except as may be required by law.

Should this Agreement be terminated, for any reason, prior to expiration of the Term, Region 2 shall not be obligated to pay Charter Township of Ypsilanti the entire sum set forth above in this Section 4, but shall be responsible to pay to Charter Township of Ypsilanti only those amounts due and owing for services performed by Charter Township of Ypsilanti prior to termination that Region 2 has deemed acceptable and/or any expenses incurred prior to termination that have been approved by Region 2.

5. **Method of Payment** – Region 2 will pay Charter Township of Ypsilanti in response to monthly invoices received from Charter Township of Ypsilanti. Invoice amounts will be based on progress towards completion of the work and budget described in Attachment A.
6. **Conduct of Work; Independent Contractor Status** – Charter Township of Ypsilanti shall, at all times, conduct the Work as an independent contractor and shall not in any manner hold itself or its employees, agents or subcontractors out as employees or agents of Region 2. Charter Township of Ypsilanti acknowledges and agrees that:
  - Charter Township of Ypsilanti will be using its independent judgment and professional expertise to provide the services set forth in this Agreement. In providing said services, Charter Township of Ypsilanti shall use the highest standards of its profession;
  - Charter Township of Ypsilanti, consistent with the Work, is expected to perform the responsibilities of this Agreement in good faith, in a manner that is in the best interest of Region 2, and shall put forth its best efforts in performance of the Work;
  - This Agreement shall not preclude Charter Township of Ypsilanti from providing services to other third parties to the extent that it does not interfere with Charter Township of Ypsilanti's obligations to Region 2 hereunder;
  - Region 2 will not supervise, set the hours or manner of performance, or otherwise be responsible for the activities of Charter Township of Ypsilanti or its employees, agents or subcontractors;
  - Charter Township of Ypsilanti shall supervise and direct the Work using that skill and attention as is customary in Charter Township of Ypsilanti's area of expertise, and shall be responsible for all appropriate means, methods, techniques, sequences and procedures, provided that Region 2 retains ultimate authority, responsibility over and approval of the services performed hereunder;
  - Charter Township of Ypsilanti shall furnish and pay for all labor, materials and equipment required in connection with the performance of the Work;
  - No negligent act or omission by Charter Township of Ypsilanti, or its employees or agents or subcontractors, shall in any way obligate or be binding on Region 2;
  - This Agreement shall not be construed to create a joint venture, partnership, association, or other affiliation or like relationship between Charter Township of Ypsilanti and Region 2, it being specifically agreed that their relationship is and shall remain that of independent parties to an agreement relationship, as set forth herein;



- Neither Charter Township of Ypsilanti nor its employees, agents, or subcontractors shall have any claim under this Agreement or otherwise against Region 2 for vacation pay, paid sick leave, retirement benefits, social security, workers' compensation, health, disability, or unemployment insurance benefits or other employee benefits of any kind. Accordingly, Charter Township of Ypsilanti understands and agrees that (i) it will not be treated as Region 2's employee for federal tax purposes; (ii) Region 2 will not withhold, on behalf of Charter Township of Ypsilanti, any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body, including federal (such as FICA and FUTA), state and local taxes which may be payable on the compensation received from Region 2, and that all such payments, withholdings, and benefits, if any, are the sole responsibility of Charter Township of Ypsilanti, and (iii) Charter Township of Ypsilanti shall indemnify and hold Region 2 harmless from any and all loss or liability arising from its failure to make such payments, withholding, and benefits, if any.
7. **Good Standing** – Charter Township of Ypsilanti represents that it is in good standing in the State of Michigan. Charter Township of Ypsilanti also represents that it, as the case may be, is not currently barred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs.
  8. **Drug-Free Workplace; Equal Opportunity Employer** – Charter Township of Ypsilanti represents that it operates as a drug-free workplace and as an Equal Opportunity Employer.
  9. **Indemnification and Hold Harmless** – Charter Township of Ypsilanti shall defend, indemnify and hold Region 2 harmless from and against all losses, costs, damages and expenses (including attorney's fees) arising out of Charter Township of Ypsilanti's performance of the Work or breach of any of the terms and conditions of this Agreement. Charter Township of Ypsilanti shall further indemnify and hold Region 2 harmless from and against all losses, costs, damages and expenses (including attorney's fees) Region 2 may incur as a result of Charter Township of Ypsilanti's own or Charter Township of Ypsilanti's employee's, agent's or subcontractor's operation of a motor vehicle in the course of completing any obligations hereunder.
  10. **Confidentiality** – Charter Township of Ypsilanti agrees to treat in the strictest confidence Region 2's business and financial affairs, all Client matters and identities, personnel, and other matters related to the conduct of Region 2's business and understands that any breach of such confidence shall be grounds for termination of this Agreement. Charter Township of Ypsilanti also agrees not to publish or otherwise disclose any such information or data obtained in the course of performance of this Agreement without the express written consent of Region 2 before, during or after the Term. Charter Township of Ypsilanti agrees and covenants that it will not, at any time, either during the Term or thereafter, disclose to any other person, firm, or corporation, or use for its own benefit, any information, confidential or otherwise, obtained from the Project or Region 2 in connection with the performance of services under this Agreement. Each party agrees not to conduct any activities using information obtained during the course of this relationship for its own benefit or which would be to the detriment, or intended or probable detriment, of either party, or either party's clients.
  11. **Work Products** – The parties acknowledge that this Agreement is a work for hire Agreement and that all of the information, data, analysis and conclusions provided to Region 2, in whatever form or format, are the intellectual property of Region 2.
  14. **Governing Law; Venue**– This Agreement shall be governed by the laws of the State of Michigan, without regard to its conflict of laws principles. All disputes arising under this Agreement between the parties shall be resolved in good faith by the parties, but failing compromise or agreement, the parties hereto (a) irrevocably submit to the jurisdiction and venue of any state or federal court sitting

in Ann Arbor, Michigan, and (b) waive, to the fullest extent that they may effectively do so, the defense of inconvenient forum or improper venue. The parties also agree that a final judgment in any such action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The parties hereto acknowledge and agree that each knowingly, voluntarily and intentionally waives any right either of them may have to a trial by jury in any litigation based upon or arising out of this Agreement or any of the transactions contemplated by this Agreement. Neither party will seek to consolidate, by counter claim or otherwise, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

15. **Entire Agreement; Severability** – This Agreement, including Attachment A, represents the entire agreement between Region 2 and Charter Township of Ypsilanti with respect to the subject matter hereof, and supersedes and annuls all prior agreements, promises, understandings, or representations, of any nature, made at any time between Region 2 and Charter Township of Ypsilanti relating to the subject matter hereof. No subsequent agreements, promises, or representations, of any nature, shall be binding and effective between the parties and this Agreement may be modified only by a written instrument signed by an authorized officer of Region 2 and Charter Township of Ypsilanti (the undersigned). In the event that any portions of this Agreement should be invalid under applicable existing law, then such portions are to be modified in the letter and intent of this Agreement to the extent permitted by applicable law so as to be rendered valid. Any portions of this Agreement which are invalid under applicable law shall not render this Agreement or any other part hereof invalid, but such invalid portions shall be inapplicable until an appropriate court (as set forth above in Section 14) or the parties hereto have made appropriate changes, in accordance with applicable law, to achieve the intent of the invalid provision.
16. **Conflict of Interest** – Charter Township of Ypsilanti may engage in work for others while engaged in the Work. Charter Township of Ypsilanti agrees, however, to advise Region 2 fully of any services it is providing or may provide to other parties during the term of this Agreement that might constitute a conflict of interest or the appearance of a conflict of interest with the parties' responsibilities to the Work. If either party determines a conflict of interest exists and efforts to resolve the matter to the satisfaction of both parties fail, the unresolved conflict of interest shall be grounds for immediate termination of this Agreement. Should such a possible appearance of a conflict of interest occur, Charter Township of Ypsilanti shall be notified and given 15 days, or such longer period as Region 2 may authorize in writing, after receipt of such notice to resolve the matter.
17. **Assignment; Binding Effect** – This Agreement may not be assigned in whole or part by either party without the express written consent of the other party. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
18. **Counterparts** -- This Agreement may be executed in any number of counterparts with the same effect as if the signatures to each were upon the same instrument.

# Acceptance and Signature

Acceptance for Region 2:

Acceptance for Charter Township of Ypsilanti:

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Steven M. Duke  
Executive Director

***Region 2 Planning Commission***  
120 W. Michigan, 9<sup>th</sup> Floor  
Jackson, MI 49201  
517.768.6706  
517.788.4635  
Email: [SDuke@co.jackson.mi.us](mailto:SDuke@co.jackson.mi.us)

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***Charter Township of Ypsilanti***  
7200 S. Huron River Dr.  
Ypsilanti, MI 48197  
734.484.4700  
  
Contact: Karen Lovejoy Roe  
Email: [klovejoyroe@ytown.org](mailto:klovejoyroe@ytown.org)

# **Attachment A -- Scope of Work**



## Deliverables

The Ypsilanti Township grant award team will work on developing a business plan for “The American Center for Innovation”. The work plan for this phase of this project includes engaging with the primary target user population, and identifying other users of the facility as it matures and expands. Further, the plan will identify how the facility is supported—both financially, and through in-kind support, such as staffing and equipment donations. To determine optimal functionality of the facility and funding options, we will conduct research and a series of interviews with individuals and groups of private sector companies, non-profits, public sector representatives, the educational community—both secondary and post-secondary, FIRST robotics teams, and others.

The main components of the scope of work include **Project kickoff, Benchmark research, Forming a non-profit, Evaluating the facility, Evaluating equipment needs, Developing fundraising strategy, and Developing parameters for a sustainability plan**. The final product will be a business plan that can be used to guide the development and operation of The American Center for Innovation.

It is envisioned the Center can be self-sustaining entity within five years. This current stage of the project will cover phase one of the development plan. In the period from project start through September 2020, the partners will concentrate on performing foundational start-up tasks, so that the Center can be ready to launch. These tasks include forming a non-profit organization and advisory committee/Board, creating a one year and five year budgets, conducting discussions focused on physical changes and alterations needed for the facility, creating a fundraising plan, and actively soliciting funding, and developing a sustainability model. Some of these tasks will be worked on simultaneously.

### **This is the process for Phase One, which will lead to a business plan for the center:**

- Kick-off meeting, meetings-with staff, advisory groups, support organizations, and related activities
- Form advisory team(s)—including academic, public sector, and private sector representatives
- Research—benchmarks and best practices from similar facilities in Michigan and nationally, such as at Kettering University, Southwest (DHDC), Pinckney schools. Provide a cursory overview of facilities that can offer best practices to development and operation of the American Center for Innovation
- Formation of non-profit organization
- Conduct individual meetings with business, academia, non-profits, and public sector organizations for the purpose of generating financial and in-kind support, and providing input for the business plan

- Assess the identified facility and costs—space assessment, rent/lease, fixed costs, possibility of an alternative location, etc.
- Assess equipment needs, and staffing costs
- 5 year budget—determine financial metrics of revenues and expenses, and create budget
- Develop funding strategy—develop catalogue of donors, foundations, grants, public sector funding programs such as SMART Zone, etc. determine what it will cost to build, open and operate the Center
- Develop initial marketing promotional plan
- Deliver final business plan, including launch implementation plan, sustainability model and performance evaluation metrics

The following timeline assumed a kickoff date of June, 2019. The project has launched later, so the timeline has been adjusted. Further, the dates listed are targets for initiation and finalization of the task, and may need to be extended, or finish early. The dates can be adjusted according to the township’s schedule and the availability of key people.

<b>Task</b>	<b>Expected completion date</b>
Initial meeting with Ypsilanti Township team to coordinate project assistance and roles	By March 1, 2020
Form advisory team—to help with “big” issues of starting the Center and assessing initial needs, possible funders, supporters, equipment acquisitions, programming, etc.	Initial advisors by end of March, others added as project progresses
Establish a Founder’s Board which will work on the early phases of opening the Center, and will be instrumental in forming a permanent Board of Directors.	End of June
Research, visit and benchmark other facilities	Begin by end of March, finish end of August
Apply for state and federal non-profit 501(c)3 status *	Begin application by March 15
Building assessment—initial assessment of physical assets and configuration. May need separately funded engineering analysis	As buildings are available for assessment
Equipment—Assessment of equipment needs for the facility	After building assessment—mid summer, 2020

Prepare five-year budget	Preliminary budget by end of July
Prepare fund raising strategy	End of August
Develop contact list of potential funders—with input from advisory team, county and state representatives, academia, private sector, and others	Ongoing through September
Meet with potential funders and supporters	Ongoing through end of August
Meet with state agency representatives, such as MEDC, workforce development, and education to discuss funding opportunities	Ongoing through end of August
Meet with non-profits, academia, and industry to plan programming at the Center	Begin by mid-March and ongoing through end of August
Define requirements for permanent staff	End of August
Develop elements and messaging for outreach/marketing plan*	End of August
Provide monthly reports on activities and milestones	Monthly
Develop a final business and launch plan, including scalability plans, and initial marketing and promotional elements.	By September 30, 2020

## MEMO

**TO** Charter Township of Ypsilanti  
**FROM** Greater Ann Arbor Region Prosperity Initiative Management Team  
**SUBJECT** Greater Ann Arbor Region Prosperity Initiative Challenge Grant Application Review  
**DATE** Friday, June 7, 2019

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The Greater Ann Arbor Region Prosperity Initiative Management Team met on May 28, 2019, to discuss and make recommendations for challenge grants. We are pleased to inform you that your project was conditionally recommended for funding. However, due to limited funds, the management team would like to award this project at a reduced amount of \$26,690.

The management team requests that the Charter Township of Ypsilanti address the following items prior to fully approving this award:

- Provide a letter of support from Washtenaw Community College to indicate their support and interest in future collaboration
- Provide an updated budget to align with the recommended award amount

Please submit this information by June 14, 2019, to Kristin Hofman at [khofman@publicsectorconsultants.com](mailto:khofman@publicsectorconsultants.com) and Patrick Lyons at [plyons@publicsectorconsultants.com](mailto:plyons@publicsectorconsultants.com). If final approval is granted or if more information is needed, you will receive notification on or before June 28, 2019.

Funds for your project will be eligible for release upon completion of a memorandum of agreement from the Region 2 Planning Commission. The management team asks that this project be well documented so it can be shared with other stakeholders in the region that may implement similar work. Please be prepared to provide outcomes and updates—including quarterly grant updates and a final grant report—as requested. You may also be asked to present at a management team meeting.

Thank you for your application. We look forward to receiving the requested information.





1819 S. Wagner Rd. P.O. Box 1406 Ann  
Arbor, MI 48106-1406

website: [mistemregion2.org](http://mistemregion2.org)  
twitter: @MiSTEMRegion2  
instagram: MiSTEMRegion2

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January 16, 2020

Greater Ann Arbor Region Prosperity Initiative Management Team:

MiSTEM Region 2 agrees to support the development of a business and implementation plan for the proposed “American Center for Innovation – Washtenaw Robotics and Engineering Center”. We are aware that the Greater Ann Arbor Region Prosperity Initiative has awarded Ypsilanti Township a grant to develop this plan and that matching funding is required in order for Ypsilanti Township to claim the grant and begin work.

MiSTEM Region 2 agrees to provide support and/or in-kind contribution totaling \$7,500. The in-kind contribution will come from a combination of staff time, hosting meetings, providing research and strategy, and various other means in support of development of the business plan.

We agree to provide documentation of cash and/or in-kind contributions to the Ypsilanti Township grant administrator which will be forwarded to the Greater Ann Arbor Region Prosperity Initiative Management Team.

Respectfully submitted.

A handwritten signature in black ink, appearing to read "D. Scott Heister". The signature is written in a cursive style and is positioned above a horizontal line.

D. Scott Heister  
MiSTEM Regional Director



**Office of the President**

January 29, 2020

To the Greater Ann Arbor Region Prosperity Initiative Management Team,

Washtenaw Community College agrees to support the development of a business and implementation plan for the proposed "American Center for Innovation – Washtenaw Robotics and Engineering Center". We are aware that the Greater Ann Arbor Region Prosperity Initiative has awarded Ypsilanti Township a grant to develop this plan and that matching funding is required in order for Ypsilanti Township to claim the grant and begin work.

Washtenaw Community College agrees to provide American Center for Innovation – Ypsilanti Robotics and Engineering Community Center an in-kind contribution totaling \$7816.00. The in-kind contribution will come from a combination of staff time, hosting meetings, providing research and strategy, and various other means in support of development of the business plan.

We agree to provide documentation of in-kind contributions to the Ypsilanti Township grant administrator which will be forwarded to the Greater Ann Arbor Region Prosperity Initiative Management Team.

Sincerely,

A handwritten signature in black ink that reads "Rose B. Bellanca Ed.D.".

Rose. B. Bellanca, Ed.D  
President

*Supervisor*  
BRENDA L. STUMBO  
*Clerk*  
KAREN LOVEJOY ROE  
*Treasurer*  
LARRY J. DOE  
*Trustees*  
STAN ELDRIDGE  
Heather Jarrell Roe  
Jimmie Wilson  
Monica Ross Williams



Supervisor's Office

7200 S. Huron River Drive  
Ypsilanti, MI 48197  
Phone: (734) 481-0617  
Fax: (734) 484-0002  
www.ytown.org

January 23, 2020

Kim Hill  
HWA Analytics, LLC  
Ann Arbor, MI 48105

Dear Kim,

Ypsilanti Township agrees to support the development of a business and implementation plan for the proposed "American Center for Innovation – Washtenaw Robotics and Engineering Center". We are aware that the Greater Ann Arbor Region Prosperity Initiative has awarded Ypsilanti Township a grant to develop this plan and that matching funding is required in order for Ypsilanti Township to claim the grant and begin work.

Ypsilanti Township agrees to \$5,000 and in-kind contribution will come from a combination of staff time, hosting meetings, providing research and strategy, and various other means in support of development of the business plan.

We agree to provide documentation of cash and/or in-kind contributions to the Ypsilanti Township grant administrator which will be forwarded to the Greater Ann Arbor Region Prosperity Initiative Management Team.

Best Regards,

Brenda L. Stumbo  
Supervisor

Karen Lovejoy Roe  
Clerk

Larry Doe  
Treasurer

## Match funding and partners—Ypsilanti Township Prosperity Grant

The following organizations have agreed to provide cash and/or in-kind contribution to the Ypsilanti Township Prosperity Grant: American Center for Innovation (ACI).

Organization	Cash/In-kind
Ypsilanti Township (cash)	\$5,000
Michigan Aerospace/Springmatter (cash)	\$5,000
Michigan Aerospace/Springmatter (in-kind)	\$10,000
MiStem/WISD (in-kind)	\$7,500
Washtenaw Community College (in-kind)	\$7,816
	<hr/>
Total match (cash plus in-kind)	\$35,316

### Details of contributions and support

**Ypsilanti Township:** Contributing \$5,000 in cash, along with staff time to administer the grant, provide economic development advice and assistance, and help targeting and reaching out to business partners (no value estimated for in-kind).

**Michigan Aerospace/Springmatter:** Contributing \$5,000 cash, along with in-kind contribution up to \$10,000 cash equivalent. The in-kind contribution will come from meeting with and involving key personnel at Michigan Aerospace/Springmatter, including the CEO who oversees the non-profit Springmatter which is looking to engage with students and young adults. Further, Michigan Aerospace/Springmatter will host meetings, provide data from their programming and other key assistance.

**MiStem/Washtenaw Intermediate School District:** Contributing up to \$7,500 in-kind match. This is a key supporter, as Scott Heister, the Regional Director, will be working directly with the grant team in developing the plan, socializing it to potential supporters, providing educational data, and providing access to MiStem and WISD educational partners.

**Washtenaw Community College:** Contributing up to \$7,816. WCC is a key partner, as the proposed facility we will be developing the business plan for is envisioned to mesh closely with WCC's programming to avoid redundancy. More specifically, we will work closely with WCC to understand their programming and design the proposed ACI so that it complements WCC. We also want the ACI to be a feeder into WCC. WCC is providing up \$7,816 in staff time, meeting space, hosting and organizing meetings, data, research and strategic insights.

## **Prosperity Grant status report: Ypsilanti Township “The American Center for Innovation”**

Project Lead: HWA Analytics, Ann Arbor, Michigan

January 30, 2020

### **Activities completed so far and any associated outcomes**

We have spent the past four months on two parallel paths—raising the match funding and in-kind commitments, and working on the tasks associated with the project.

First and foremost, we have been spending a lot of time lining up support for the grant match. The township had a key staff person leave just after the grant was awarded, and that person hasn't been replaced. This left the rest of the team with the task of beginning anew the effort to raise match support. Through a combination of cash and in-kind contributions, we have raised \$35,316 in cash and cash equivalent to match the grant award. Supporting organizations include the Ypsilanti Township, MiStem/Washtenaw Intermediate School District, Washtenaw Community College and Michigan Aerospace. Other partners will be assisting but were unable to commit to a definite amount of fund equivalent. All the organizations have been and will be valuable partners as we develop the plan.

When we were notified of the grant award beginning in mid-July 2019, we continued to meet with key people whose input and expertise will help guide the plan. Grant award team members have developed a finalized powerpoint to use when speaking with others about the vision and process. Since late July, we have met with, or spoken to, representatives from the Ypsilanti Public Schools, Washtenaw Intermediate School district, Michigan Aerospace, Square One, Quantum Signal, Washtenaw Promise, Ypsilanti Township representatives, MEDC, Michigan Department of Labor and Economic Opportunity, Ann Arbor SPARK, FIRST Robotics, Michigan International Speedway, and others. Many of these meetings were held at the WISD facility in Ann Arbor, Ypsilanti Township offices, and Michigan Aerospace HQ in Ann Arbor.

We have a business and implementation plan started that we will be working on more vigorously over the next several months, now that we have confirmed enough support to qualify for the grant.

### **An update on project expenses at this time**

Project cash expenses pertaining directly to the grant have been kept at zero until this time, while we were confirming we could raise enough match support. Many of the meetings and staff time that have taken place since late July will be documented for in-kind match and submitted with our first invoice to the Grant committee. We expect to submit an invoice in a month or so.

### **Budget remaining**

The full budget of the grant remains.



**Confirmation that the original timeline is still on track, or a request to adjust your timeline**

Due to length of time it took to secure the one-to-one match, we are submitting a revised timeline, with all tasks expected to be complete by the end of September 2020. Please advise if anything should be changed. The following is the revised timeline:

<b>Task</b>	<b>Expected completion date</b>
Initial meeting with Ypsilanti Township team to coordinate project assistance and roles	By March 1, 2020
Form advisory team—to help with “big” issues of starting the Center and assessing initial needs, possible funders, supporters, equipment acquisitions, programming, etc.	Small core of initial advisors already in place, others added as project progresses
Establish a Founder’s Board which will work on the early phases of opening the Center, and will be instrumental in forming a permanent Board of Directors.	End of June
Research, visit and benchmark other facilities	This has begun, finish end of August
Apply for state and federal non-profit 501(c)3 status *	Begin application by March 15
Building assessment—initial assessment of physical assets and configuration. May need separately funded engineering analysis	As buildings are available for assessment
Equipment—Assessment of equipment needs for the facility	After building assessment—mid summer, 2020
Prepare five-year budget for facility	Preliminary budget by end of July
Prepare fund raising strategy	End of August
Develop contact list of potential funders—with input from advisory team, county and state representatives, academia, private sector, and others	Ongoing through early September
Meet with potential funders and supporters	Ongoing through end of August
Meet with state agency representatives, such as MEDC, workforce development, and education to discuss funding opportunities	Ongoing through end of August
Meet with non-profits, academia, and industry to plan programming at the Center	Has begun and will continue through end of August
Define requirements for permanent staff	End of August
Develop elements and messaging for outreach/marketing plan*	By early September
Provide regular reports on activities and milestones	Regularly
Develop a final business and launch plan, including scalability plans, and initial marketing and promotional elements.	By September 30, 2020

**Any challenges or barriers faced in implementation**

At this point, we do not see any challenges to completion of the business and implementation plan. When we have met with people and organizations to discuss the plan, we have received positive feedback and offers to help. An example—we were recently asked to attend a meeting at the Ann Arbor Makerspace to brainstorm possible ideas for youth and young adult outreach in STEAM fields. During the meeting, we were asked to present a much more detailed plan at the next meeting so the group could determine how best to offer support and guidance. This group consisted of Eastern Michigan University, MichiganWorks, Ypsilanti Public Schools, the Ann Arbor Chamber of Commerce, MakerWorks, Zingerman's, and others. We anticipate marshalling the resources and assistance of this group to help in many ways going forward.

**Any photos or media related to your projects that could be shared on the GAAR website**

No media, as of yet.

*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](http://www.ytown.org)

## MEMORANDUM

**TO:** Charter Township of Ypsilanti Board of Trustees  
**FROM:** Wayne Dudley, Building Operation Superintendent & Fleet services  
**DATE:** February 10, 2020

**RE: Request Authorization to Waive the Financial Policy and accept the quotes from Galeana's Van Dyke Dodge, Inc. for a 2020 Dodge Journey at \$20,979.50, plus \$1,000 for estimated lettering, and license fees (total \$21,979.50); and to approve a budget amendment for the purchases.**

Mike Radzik (Director for the Office of Community Standards) had requested a new Compact SUV for the Building Department's new planner.

We are requesting to waive the finance policy & purchase a new Journey from – Commercial Service @ **Galeana's Van Dyke Dodge, Inc. for \$20,979.50 plus \$1,000** for estimated lettering and license fees and would require a budget amendment. Dealer is estimating 60-90 days delivery.

The process that we came to this proposal to present to the board was a suggestion by the Director of Accounting, Javonna Neel; we devised a spec list for the standard vehicle types purchased in the past for our fleet (see pgs 2-4 Compact SUV specs), we listed it on the MITN\BidNet website as a RFQ (request for quote) for the week 2/3/2020 – 2/10/2020 for the appropriate vehicle types.

A vendor report on MITN\BidNet showed the SUV specs went out to 129 vendors/dealers, with 12 Michigan downloads of the specs, and 6 responding. Galeana was the 2<sup>nd</sup> lowest quote, with the lowest being a 2020 Jeep Compass from a Benzonia dealer (near Traverse).

We will purchase out of motor pool 595-595-000-985-000 and the Director of Accounting will set up the leases/payback to motor pool in 101-371-000-943.000. She will ask for a budget amendment for the planning vehicle.

Respectfully,

Wayne Dudley  
Building Operations Superintendent & Fleet services

## **GENERAL SPECIFICATIONS**

All vehicles must be new and of the manufacturer's current models in production at the time of delivery. All standard or optional equipment to be included shall be as advertised by the manufacturer (OEM) and factory installed and shall not consist of substitute or aftermarket equipment. Optional equipment not available from the factory may be dealer installed.

Upon delivery of the vehicle from the dealer to the Ordering Entity

- Itemize pricing with total cost (should include all items listed in the deliverables section above)
- Vendor to include an estimated time of delivery
- The Township will issue a Purchase Order for the approved amount.
- The vendor will invoice the Township after delivery
- Vendor will allow up to 45 days for the Township to pay invoice without interest penalty.
- PO will be proof of Township commitment to purchase

The Township shall use as a check list when accepting the vehicle to verify all ordered options are included on the vehicle

The dealer shall indicate on the TOP of the order confirmation sheet if applicable:

- The State specification number that applies
- MDOT or Local Units of Government specification

## **The Township is seeking Quotes for: One (1) TWO WHEEL DRIVE COMPACT SUV UTILITY**

**VEHICLE:** 5 PASSENGER, 4 DOOR, FRONT WHEEL DRIVE

### **PASSENGER VEHICLE EQUIPMENT**

The items listed below are to be supplied on all vehicles, even though they may be optional with the manufacturer. They have also been included in the individual specifications and are to be furnished on all vehicles:

Paint codes-factory paint codes shall be furnished with all vehicles; for all aftermarket painting both the brand and paint code shall be furnished. White is preferred, but will accept silver or black

Air Conditioning.

Battery-Maximum CCA available.

12 Volt auxiliary outlet

Defroster-Electric, rear window.

All weather floor mats. Front and rear, color coordinated.

Keys- (3) sets with code numbers; shall be with vehicle at time of delivery.

Lights, Daytime Running (If available from manufacturer as standard equipment)

Moldings-Body side; if not independently available, but available only as a portion of a package, they may be dealer installed using "original equipment" as available from the manufacturer.

Radio-AM/FM mfg. standard, factory installed.

Speed Control,

Steering-Power, Tilt Wheel.

Transmission-Automatic

Camera; rearview (in dash monitor)

Locks; power with remote

Spare tire and wheel; Full size. Mfg. Std. mounting. (not avail on some Compacts)

Lug wrench and jack

Upholstery, Seats - Cloth or Cloth and Vinyl.

OBD2 Data port must be compatible with Verizon Connect GPS system

VEHICLES SHALL TO BE EQUIPPED IN COMPLIANCE WITH ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY STANDARDS AND REGULATIONS. ALL VEHICLES MUST BEEQUIPPED TO COMPLY WITH ALL REQUIREMENTS OF THE MICHIGANMOTOR VEHICLE CODE.

ALL QUOTES SHAL BE DELIVERED PRICES, ALL FEES & DELIVERY INCLUDED!

Charter Township of Ypsilanti is Tax Exempt and can supply proper documents.

Note: No dealer advertising decals are to be on vehicle.

On all vehicles, OnStar and XM radio are deleted.

### **PRE-DELIVERY SERVICE**

The term "Pre-Delivery Service and Inspection" Specifications includes the following:

1. General appearance of body both interior and exterior for completeness and quality of workmanship.
  2. Lubrication and fluid levels and correcting any leaks:
    - a. Radiator
    - b. Windshield Washer
    - c. Battery
    - d. Power steering pump
    - e. Brake master cylinder
    - f. Engine oil
    - g. Transmission fluid level.
  3. Mechanical operation of vehicle:
    - a. Steering gear and linkage
    - b. Suspension assembly, front and rear
    - c. Proper tire pressure to normal rated road requirements
    - d. Hood latch
    - e. Head lights, aim and adjust
    - f. Front wheel toe in and torque wheel nuts
    - g. Seat and shoulder belts operative
    - h. All locks and latches to be operative
    - i. Windshield wiper and washer to be operative
    - j. Proper adjustment to all drive belts
  4. A check of all electrical operations to include: headlights, side marker lights, temperature, alternator, oil pressure lights, parking lights, stop and tail lights, directional signals, emergency flasher and parking brake lights.
  5. Miscellaneous items to be furnished:
    - a. Manufacturers Window Sticker shall not be removed from vehicle.
    - b. Odometer Certification, vehicle window sticker, or line setting ticket, and Vehicle Curb Weight at time of delivery.
    - c. Manufacturers or Dealers Pre-Delivery Check Sheet.
    - d. Vehicle shall have a minimum of one fourth (1/4) tank of Fuel when delivered.
    - e. Warranty Plate and Operators Manual(s) shall be delivered with vehicle at no cost to the State of Michigan.
    - f. Completed RD108 application for title form.
    - g. Invoice for each vehicle at the time of delivery.
    - h. Vehicle Order Confirmation Sheet.
- Deliveries shall be between the hours of 8 AM and 3 PM. No Weekend or Holiday Deliveries will be accepted. Forty-eight (48) hour notice required prior to delivery.



It is intended that vehicles delivered in accordance with the Michigan specifications will be complete, including mechanical details, general workmanship and appearance, and shall be delivered complete with all warranty service books and identification plate.

Failure to adhere to specifications may be reason to delay payment.

**RECEIVING PROCEDURE**

Charter Township of Ypsilanti will visually inspect exterior of vehicle for paint, body, tire, tail light, antenna, outside rear view mirror and molding damage.

Visually inspect under hood for the following items:

- Air cleaner
- Battery and caps
- Radiator cap
- Windshield washer container.
- Check for cracked or broken windows.
- Check trunk compartment for the following:
- Spare tire and wheel
- Jack
- Wheel wrench
- Four hub caps
- Trunk mat.
- Check interior of vehicle for the following items:
- Owner's manual and warranty material
- Cigarette lighter
- Three sets of keys
- Make sure all seat belts are installed
- Sun visors
- Upholstery damage or excessive soil.

DEALER	Compact SUV	Bid	PRICE	Rec Truck	PRICE
<b>Jack Demmer Ford</b> O 734-641-6174 \ C 734-776-3271 bpugh@demmer.com	2020 Ford Escape S	3	\$21,188.14	2020 Ford F150	\$ 22,661.28
<b>Jack Demmer Lincoln, Inc.</b> 734-641-6151 <a href="mailto:mhatfield@demmer.com">mhatfield@demmer.com</a>	see above			see above	
<b>Jefferson Chevrolet</b> Phone Email	D/L			D/L	
<b>Jefferson Chevrolet Co dba Trader Ray Tire</b> 313-259-1200 x270 <a href="mailto:bt@jeffersonchevrolet.com">bt@jeffersonchevrolet.com</a>	D/L			D/L	
<b>Galeana's Van Dyke Dodge, Inc.</b> 586-510-4601 <a href="mailto:dennis@vandykedodge.com">dennis@vandykedodge.com</a>	2020 Dodge Journey SE	2	\$20,979.50	2020 Dodge RAM 1500	\$ 18,951.00
<b>John Bowman Chevrolet, Inc.</b> 248-575-5000 x5076 <a href="mailto:ipecherski@bowmanchevy.com">ipecherski@bowmanchevy.com</a>	D/L				
<b>Jorgensen Ford Sales Inc.</b> 313-584-2250 x3115 Email	2020 Ford Escape S	4	\$21,212.00	2020 Ford F159	\$ 23,000.00
<b>Shea Buick GMC Chevrolet</b> 810-600-3330 <a href="mailto:sfields@sheasavings.com">sfields@sheasavings.com</a>	D/L				
<b>Signature Ford, Lincoln, Mercury, Jeep</b> 888-923-5338 x226 <a href="mailto:bcampbell@signatureautogroup.com">bcampbell@signatureautogroup.com</a>	D/L			D/L	
<b>Todd Wenzel Buick GMC of Westland</b> 734-721-1144x 4264 <a href="mailto:paul_roop@hotmail.com">paul_roop@hotmail.com</a>	D/L			D/L	
<b>VARSITY FORD</b> 734-996-2300 x2219 <a href="mailto:patmaurer@varsityford.com">patmaurer@varsityford.com</a>	D/L				
<b>Weingartz</b> 248-620-5875 x1602 <a href="mailto:cbolton@weingartz.com">cbolton@weingartz.com</a>	D/L				
<b>Wolverine Truck Sales, Inc</b> 313-849-0800 x1523 <a href="mailto:malkowski@wolverinetruckgroup.com">malkowski@wolverinetruckgroup.com</a>	2020 Ford Escape S	6	\$23,050.00	D/L	
<b>NBC TRUCK EQUIPMENT</b> 586-774-4900 <a href="mailto:Emailmroland@nbcte.com">Emailmroland@nbcte.com</a>				D/L	
<b>Watson Benzie</b> Phone Email	2020 Jeep Compass	1	\$20,800.00	2020 Dodge Ram 1500 6.5 bed	\$ 21,570.00
<b>Watson Benzie</b> Phone Email	2020 Jeep Renegade	5	\$22,693.00		
<b>Dealer</b> Phone Email					
<b>Dealer</b> Phone Email					

D/L = downloaded from BidNet, but did not respond with Quote

*Supervisor*  
BRENDA L. STUMBO  
*Clerk*  
KAREN LOVEJOY ROE  
*Treasurer*  
LARRY J. DOE  
*Trustees*  
STAN ELDRIDGE  
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## MEMORANDUM

TO: Ypsilanti Township Board of Trustees

FROM: Wayne Dudley – Building Operation’s Superintendent

DATE: 2/10/2020

**RE: Request Authorization to enter into a 5 year agreement with Detroit Elevator for the purpose of providing State required inspections at the Civic Center outlined in the contract attached; service already budgeted in line item 101.265.000818.001.**

I am seeking authorization to enter into a service contract for the elevator at the Civic Center. As you may know, we are required to have regular inspections of various types to keep our elevator working and safe. Monthly (quarterly is actually the minimum), annual, and a more intensive load test every 3 years. This is all separate to the required license & inspection at the State level.

We currently have no contract, but a regular visit by a vendor that I think we could do better by. I have experience with 3 other vendors that I fully trust from previous employers and have contacted them in addition to our current service rep to get service pricing.

I would like to enter into a 5-year agreement to lock in the prices. See attached service quote from Detroit Elevator & price comparison. I would expect that this would also add Detroit Elevator to our “approved vendor” list.

I do not believe this would require any budget changes, as I expect this to reduce the cost of our services.

Respectfully,

Wayne Dudley

Building Operation's Superintendent

**DETROIT**



**ELEVATOR COMPANY**

SINCE 1914

**SERVICE AGREEMENT**

TO: Charter Township of Ypsilanti  
7200 S. Huron River Drive  
Ypsilanti, MI 48197  
Attn: Mr. Wayne Dudley

DATED AT: Ferndale, Michigan, January 20, 2020

DETROIT ELEVATOR COMPANY proposes to furnish service on: One (1) Hydraulic Passenger Elevator, State of Michigan Serial No. 15152

LOCATED AT: Same

This agreement shall be effective for a period of Five (5) years and to ensure continuous service, the agreement shall be automatically renewed for successive one (1) year periods. The agreement is non-cancelable, except for non-performance. Non-performance is defined as our inability to remedy any deficiencies within thirty days after received written notification from purchaser. This agreement may be terminated by either party at the end of the five (5) year period or at the end of any subsequent one (1) year period from the effective date of the agreement by providing ninety (90) days written notice in advance of the anniversary date to that effect. Notice shall be sent by certified mail.

For the sum of \$188.00 per quarter, payable quarterly.

The service to consist of oiling and cleaning machinery, motor and controller, greasing or oiling bearings and guides of the elevators quarterly.

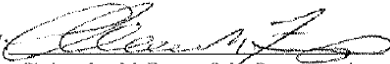
Price subject to adjustment based on increases negotiated with the International Union of Elevator Constructors and the percentage of materials increase shown by the U.S. Department of Labor Wholesale Price Index.

This proposal shall become a valid contract only when accepted by the Purchaser and subsequently approved by an authorized representative of the company. All prior representations or agreements, whether written or oral, not incorporated herein are superseded. No agent or employee shall have authority to waive any clause of the proposal. The company reserves the right to discontinue this service at any time, without notice, until payments under this agreement shall have been made as agreed.

In the event the purchaser's acceptance is in the form of a purchase order or other document, the provisions, terms and conditions of this proposal shall govern, regardless of the acceptance or acknowledgment of such purchase order or similar document.

DETROIT ELEVATOR COMPANY

BY

  
Christopher M. Frump, Sales Representative

**ACCEPTANCE**

Service to begin Upon Acceptance

Purchaser acknowledges that it has read and reviewed the terms on the reverse side of this agreement. The terms and conditions on the reverse side of this document are incorporated herein and made a part of this contract.

The foregoing proposal is hereby accepted at the prices and upon the terms and conditions named herein.

Dated \_\_\_\_\_

Approved:  
Ferndale, Michigan \_\_\_\_\_  
(Date)

Purchaser: \_\_\_\_\_  
(Signature)

DETROIT ELEVATOR COMPANY

Name Printed \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
(Authorized Signature)

Phone ( ) \_\_\_\_\_

Fax Number ( ) \_\_\_\_\_

Email \_\_\_\_\_



DETROIT ELEVATOR COMPANY

**Current Hourly Labor Service Rates**

	<u>Straight</u>	<u>Overtime</u>
Mechanic	\$212.00	\$345.00

\*Expenses (Zone, Mileage, Etc.) not include in above rates  
Sundays & Holidays are Double Time

**Current State of Michigan Required Elevator Testing Rates**

Category 1 (Annual) Testing	\$ 760.00
Category 3 (Three Year)Testing	\$1,360.00

## TERMS AND CONDITIONS

It is understood, in consideration of our performance of the service enumerated herein at the price stated, that nothing in this agreement shall be construed to mean that the Detroit Elevator Company assumes any liability on account of injury or damage to persons or property, except those directly due to the negligent acts or omissions of the Detroit Elevator Company or its employees, and that the Purchaser's responsibility for injury or damage to persons or property while riding on or being in or about the elevators referred to is in no way affected by this agreement. The Detroit Elevator Company shall not be responsible or liable for any loss, damage, detention, or delay caused by strikes, lock outs, fire, explosion, theft, lighting, windstorm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes or shortages of materials or workmen due to Government priorities or request or the demands of the National Defense Program, Act of God, or by any caused beyond its reasonable control, and in any event it shall not be liable for consequential damages. No work, or service other than that specifically mentioned herein, is included or intended.

Purchaser agrees that if the Purchaser should breach any terms of this agreement, Detroit Elevator Company shall be entitled to recover its actual attorney fees and costs incurred to enforce the terms of this agreement.

Detroit Elevator Company shall be entitled to recover 12% interest per annum on all past due amounts from corporate Purchasers and 7% interest per annum on all past due amounts from individual Purchasers.

The Purchaser acknowledges that this agreement was executed in Ferndale, Michigan and that any action to enforce this agreement shall be brought in a court of jurisdiction located either at Oakland County Circuit Court, Pontiac, Michigan or the 43<sup>rd</sup> District Court, Ferndale, Michigan.

In the event that the Purchaser orally directs additional work beyond the scope of the base contract work, without a written change order, Detroit Elevator shall be entitled to receive payment for the extra labor and materials as compensation for the extra work, calculated at their current regular billing rates.

Equipment installed by firms other than Detroit Elevator Company may contain proprietary or access restricted components which require special tools to access the micro-processor controls, diagnostics and programming. These special tools are usually unavailable to the building owner and to our firm. In the event such equipment is maintained by Detroit Elevator Company and has a micro-processor related failure, you may be required to contact the original equipment manufacturer for repair or equipment programming/re-programming, the cost of which is not included in this contract.

Elevator Company	monthly	Quarterly	Annual Testing	Cat 3 Test	Term\Years	Note:
Otis	\$ 117.80	\$ 180.00	Extra	\$ 4,164.23	5	Price will be <b>increased or decreased by the percent</b> increase or decrease in the straight time hourly labor cost under the IUEC contract on 01/01/2019 which was <b>93.410</b>
Lardner	\$ 225.00	\$ 225.00	\$ 900.00	\$ 1,600.00	5	Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUEC
Detroit Elevator		\$ 188.00	\$ 760.00	\$ 1,360.00	5	The Contract Price will be adjusted annually on the commencement date by the percentage increase or decrease in the straight time hourly labor cost under the IUEC contract then in effect

*Supervisor*  
BRENDA L. STUMBO  
*Clerk*  
KAREN LOVEJOY ROE  
*Business*  
LARRY J. DOE  
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## MEMORANDUM

**TO:** Charter Township of Ypsilanti Board of Trustees  
**FROM:** Wayne Dudley, Building Operation Superintendent & Fleet services  
**DATE:** February 10, 2020

**RE: Request Authorization to Waive the Financial Policy and accept the quotes from Galeana's Van Dyke Dodge, Inc. for a 2020 Dodge RAM 1500 at \$18,951, plus \$1,500 for estimated lettering, safety lighting, and license fees (total \$20,451); approve the purchase budgeted in 595-595-000-985.000 for the Parks & Rec Ranger.**

Robin Castle-Hine (Quality Assurance & Park Staff Supervisor) had requested a new Light Duty Truck to replace the ageing Park Ranger vehicle #61 which is a 2008 Ford Ranger with 96k miles.

We are requesting to waive the finance policy & purchase a new Light Duty Truck (LDT) from Commercial Service @ **Galeana's Van Dyke Dodge, Inc. for \$18,951 plus \$1,500** for estimated lettering, safety lighting, and license fees. Dealer has this vehicle in stock, ready for delivery.

The process that we came to this proposal to present to the board was a suggestion by the Director of Accounting, Javonna Neel; we devised a spec list for the standard vehicle types purchased in the past for our fleet (see pgs 2-3 LDT specs), listed it on the MITN\BidNet website as a RFQ (request for quote) for the week 2/3/2020 – 2/10/2020 for the appropriate vehicle types.

A vendor report on MITN\BidNet showed the LDT specs went out to 136 vendors/dealers, with 4 responding. The LDT with Galeana being the lower bid.

Respectfully,

Wayne Dudley  
Building Operations Superintendent & Fleet services

## **GENERAL SPECIFICATIONS**

All vehicles must be new and of the manufacturer's current models in production at the time of delivery. All standard or optional equipment to be included shall be as advertised by the manufacturer (OEM) and factory installed and shall not consist of substitute or aftermarket equipment. Optional equipment not available from the factory may be dealer installed.

Upon delivery of the vehicle from the dealer to the Ordering Entity

- Itemize pricing with total cost (should include all items listed in the deliverables section above)
- Vendor to include an estimated time of delivery
- The Township will issue a Purchase Order for the approved amount.
- The vendor will invoice the Township after delivery
- Vendor will allow up to 45 days for the Township to pay invoice without interest penalty.
- PO will be proof of Township commitment to purchase

The Township shall use as a check list when accepting the vehicle to verify all ordered options are included on the vehicle

The dealer shall indicate on the TOP of the order confirmation sheet if applicable:

- The State specification number that applies
- MDOT or Local Units of Government specification

## **The Township is seeking Quotes for: One LIGHT DUTY TRUCK: PICK UP BODY FULLSIZE, REGULAR CAB V6 (Approx. 6' Box); MODEL - CURRENT NEW**

(Payload 1,400 lbs., min.)

The items listed in the general specifications for Truck Equipment are to be supplied on all vehicles, even though they may be optional with the manufacturer.

### **VEHICLE TO BE EQUIPPED AS FOLLOWS:**

Air Conditioning

Spare tire and wheel; Full size. Mfg. Std. mounting.

Axle; rear-limited slip.

Battery; 12 Volt, 475 CCA min.

12 Volt auxiliary outlet

Bumper; Mfg. Std, Class III hitch with a 2" square receiver opening.

Fuel capacity; largest available from mfg.

Lug wrench and jack; Spare tire and wheel, full size. Mfg. standard mounting

Camera; rearview (in dash monitor)

Keys; (1) added set (total = 3 sets) w/ code numbers; incl. with vehicle upon delivery

PWR. WINDOWS/LOCKS/MIRRORS

Radio; AM/FM w/Bluetooth

Seats: Cloth split bench seat.

Spray in bed liner (under rail)

All weather floor mats

Paint codes-factory paint codes shall be furnished with all vehicles; for all aftermarket painting both the brand and paint code shall be furnished. Silver is preferred, but will accept white or black

Speed Control, Factory Installed

Steering-Power, Tilt Wheel

Transmission-Automatic.

Data port must be compatible with Verizon Connect GPS system



VEHICLES SHALL TO BE EQUIPPED IN COMPLIANCE WITH ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY STANDARDS AND REGULATIONS. ALL VEHICLES MUST BE EQUIPPED TO COMPLY WITH ALL REQUIREMENTS OF THE MICHIGAN MOTOR VEHICLE CODE.

**ALL QUOTES SHAL BE DELIVERED PRICES, ALL FEES & DELIVERY INCLUDED!**

Charter Township of Ypsilanti is Tax Exempt and can supply proper documents.

Pre-delivery inspection and servicing: The term "Pre-Delivery Service and Inspection" as used in State of Michigan Specifications includes the following:

1. General appearance of body both interior and exterior for completeness and quality of workmanship.
2. Lubrication and fluid levels and correcting any leaks:
  - a. Radiator
  - b. Windshield Washer
  - c. Battery
  - d. Power steering pump
  - e. Brake master cylinder
  - f. Engine oil
  - g. Transmission fluid level.
3. Mechanical operation of vehicle:
  - a. Steering gear and linkage
  - b. Suspension assembly, front and rear
  - c. Proper tire pressure to normal rated road requirements
  - d. Hood latch
  - e. Head lights, aim and adjust
  - f. Front wheel toe in and torque wheel nuts
  - g. Seat and shoulder belts operative
  - h. All locks and latches to be operative
  - i. Windshield wiper and washer to be operative
  - j. Proper adjustment to all drive belts
4. A check of all electrical operations to include: headlights, side marker lights, temperature, alternator, oil pressure lights, parking lights, stop and tail lights, directional signals, emergency flasher and parking brake lights.
5. Miscellaneous items to be furnished:
  - a. Manufacturers Window Sticker shall not be removed from vehicle.
  - b. Odometer Certification, vehicle window sticker, or line setting ticket, and Vehicle Curb Weight at time of delivery.
  - c. Manufacturers or Dealers Pre-Delivery Check Sheet.
  - d. Vehicle shall have a minimum of one fourth ( $\frac{1}{4}$ ) tank of Fuel when delivered.
  - e. Warranty Plate and Operators Manual(s) shall be delivered with vehicle at no cost to the State of Michigan.
  - f. Completed RD108 application for title form.
  - g. Invoice for each vehicle at the time of delivery.
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6. Deliveries shall be between the hours of 8 AM and 3 PM. No Weekend or Holiday Deliveries will be accepted.

Forty-eight (48) hour notice required prior to delivery.

Note: No dealer advertising decals are to be on vehicle.

It is intended that vehicles delivered in accordance with the Michigan specifications will be complete, including mechanical details, general workmanship and appearance, and shall be delivered complete with all warranty service books and identification plate.

Failure to adhere to specifications may be reason to delay payment.

DEALER	Compact SUV	Bid	PRICE	Rec Truck	PRICE
<b>Jack Demmer Ford</b> O 734-641-6174 \ C 734-776-3271 bpugh@demmer.com	2020 Ford Escape S	3	\$21,188.14	2020 Ford F150	\$ 22,661.28
<b>Jack Demmer Lincoln, Inc.</b> 734-641-6151 <a href="mailto:mhatfield@demmer.com">mhatfield@demmer.com</a>	see above			see above	
<b>Jefferson Chevrolet</b> Phone Email	D/L			D/L	
<b>Jefferson Chevrolet Co dba Trader Ray Tire</b> 313-259-1200 x270 <a href="mailto:bt@jeffersonchevrolet.com">bt@jeffersonchevrolet.com</a>	D/L			D/L	
<b>Galeana's Van Dyke Dodge, Inc.</b> 586-510-4601 <a href="mailto:dennis@vandykedodge.com">dennis@vandykedodge.com</a>	2020 Dodge Journey SE	2	\$20,979.50	2020 Dodge RAM 1500	\$ 18,951.00
<b>John Bowman Chevrolet, Inc.</b> 248-575-5000 x5076 <a href="mailto:ipecherski@bowmanchevy.com">ipecherski@bowmanchevy.com</a>	D/L				
<b>Jorgensen Ford Sales Inc.</b> 313-584-2250 x3115 Email	2020 Ford Escape S	4	\$21,212.00	2020 Ford F159	\$ 23,000.00
<b>Shea Buick GMC Chevrolet</b> 810-600-3330 <a href="mailto:sfields@sheasavings.com">sfields@sheasavings.com</a>	D/L				
<b>Signature Ford, Lincoln, Mercury, Jeep</b> 888-923-5338 x226 <a href="mailto:bcampbell@signatureautogroup.com">bcampbell@signatureautogroup.com</a>	D/L			D/L	
<b>Todd Wenzel Buick GMC of Westland</b> 734-721-1144x 4264 <a href="mailto:paul_roop@hotmail.com">paul_roop@hotmail.com</a>	D/L			D/L	
<b>Varsity Ford</b> 734-996-2300 x2219 <a href="mailto:patmaurer@varsityford.com">patmaurer@varsityford.com</a>	D/L				
<b>Weingartz</b> 248-620-5875 x1602 <a href="mailto:cbolton@weingartz.com">cbolton@weingartz.com</a>	D/L				
<b>Wolverine Truck Sales, Inc</b> 313-849-0800 x1523 <a href="mailto:malkowski@wolverinetruckgroup.com">malkowski@wolverinetruckgroup.com</a>	2020 Ford Escape S	6	\$23,050.00	D/L	
<b>NBC TRUCK EQUIPMENT</b> 586-774-4900 <a href="mailto:Emailmroland@nbcte.com">Emailmroland@nbcte.com</a>				D/L	
<b>Watson Benzie</b> Phone Email	2020 Jeep Compass	1	\$20,800.00	2020 Dodge Ram 1500 6.5 bed	\$ 21,570.00
<b>Watson Benzie</b> Phone Email	2020 Jeep Renegade	5	\$22,693.00		
<b>Dealer</b> Phone Email					
<b>Dealer</b> Phone Email					

D/L = downloaded from BidNet, but did not respond with Quote

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



**Charter Township of Ypsilanti**  
**Hydro Station**

**7200 S. Huron River Drive**  
**Ypsilanti, MI 48197**  
**Phone: (734) 544.3690**  
**Fax: (734) 544.3626**

[www.ytown.org](http://www.ytown.org)

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# MEMORANDUM

**TO:** Board of Trustees

**FROM:** Michael Saranen, Operation Manager

**DATE:** February 11, 2020

**RE:** Request to waive financial policy and approve UIS, of Dexter Michigan, to provide services to repair the existing high voltage transformer at the Hydro Station in the amount not to exceed \$ 27,476.00 to be charged to 252.252.000.930.001.

I am asking to Board to waive the financial policy and approve UIS for emergency repairs to the transformer at the Hydro Station.

The Hydro Station's high voltage transformer has developed internal electrical issues. If uncorrected could lead to complete failure and extended outage of the Hydro Station.

I request we use UIS for this work. UIS is a local company with experience in substation and transformer maintenance and repairs.

This is a budgeted item in the 2020 budget in line item 252.252.000.930.001.

Please place this item at the first available Board Meeting agenda under New Business.



<b>Date</b> February 13, 2020	<b>To:</b> Mr. Michael Saranen
<b>Description</b> Ford Lake Hydro	Ypsilanti Township
<b>Quote #</b> 200113R (Revised)	
<b>Estimator</b> Chris Kidd	<b>Email</b> chris.kidd@uiscorp.com
	msaranen@ytown.org

Scope of Work	Cost
---------------	------

Provide and install three (3) 5KV bushings for Uptegraf transformer.

Remove, Degas and return 770 gallons of transformer oil.

Complete electrical testing of transformer upon completion of repair.

**Pricing includes expedited delivery of the new bushing assemblies and a credit will apply if not received within 5 Weeks ARO (-\$2,100.00)**

**Please reference our quote # 200113R (Revised) on Purchase Orders/Subcontracts**

<b>Total for All Work</b>	<b>\$27,476.00</b>
---------------------------	--------------------

UIS Approved by

Date February 13, 2020

**Exclusions and Clarifications**

We are a licensed Electrical Contractor with the State of Michigan, an accredited NETA Electrical Contractor, and we employ licensed electricians who are also NETA certified test technicians.

Pricing includes only the items listed above; anything not explicitly listed above is not included in our proposed scope of work.

Our price is valid for thirty (30) days, after which time Utilities Instrumentation Service, Inc. reserves the right to review and modify any and all portions of its proposal.

This proposal contains pricing and other information confidential and proprietary to Utilities Instrumentation Service, Inc. and disclosure of the contents of this letter and any attachments to persons or organizations outside of this agreement is not authorized without specific written permission from Utilities Instrumentation Service, Inc.

**UIS GROUP OF COMPANIES - TERMS AND CONDITIONS**

**1. Offer.**

These Terms and Conditions ("Terms") apply to all products and services, including without limitation, computer software program(s) provided to Purchaser under an Order Confirmation with Utilities Instrumentation Services, Inc., UIS SCADA, Inc., and/or UIS Renewable Power, Inc. (collectively, "Seller"). These Terms are incorporated into each and every Order Confirmation issued by Seller to a purchaser of such Products or Services ("Purchaser"). A confirmation or acknowledgement of an order ("Order Confirmation") will be issued to Purchaser after the Purchaser has submitted an order to Seller. The Order Confirmation constitutes Seller's offer to the Purchaser identified in the Order Confirmation to sell the Products and/or provide the Services identified in the Order Confirmation and otherwise to enter into the agreement that the Order Confirmation and these Terms describe, and the Order Confirmation and these Terms shall be the complete and exclusive statement of such offer and agreement.

**2. Acceptance.**

A contract is formed when Purchaser accepts the Order Confirmation by written acknowledgement, by accepting the Products and/or Services, or other issued acceptance documents for the Products and/or Services. Acceptance is expressly limited to these Terms and the terms and conditions expressly referenced on the face of the Order Confirmation, and shall not include any terms and conditions contained in Purchaser's purchase order. Notwithstanding any contrary provision in Purchaser's purchase order or other acceptance document, delivery of Products, performance of Services or commencement of Services by Seller shall not constitute acceptance of Purchaser's terms and conditions to the extent any such terms or conditions are inconsistent with or in addition

**3. Prices.**

Prices for Products and/or Services shall be set forth in the Order Confirmation. Unless otherwise expressly stated in the Order Confirmation: (a) prices for Products specified in the Order Confirmation do not include storage, handling, packaging or transportation charges; and (b) prices do not include any applicable federal, state, local or foreign duties or taxes.

**4. Payment Terms.**

Unless otherwise expressly stated in the Order Confirmation, all accounts are payable in U.S. currency thirty (30) days from the date of Seller's invoice. Credit and delivery of Products shall be subject to Seller's approval. The Purchaser shall pay Seller for Services performed in accordance with the rates and charges set forth in the Order Confirmation. If the Purchaser objects to any portion of an invoice, the Purchaser shall notify Seller, in writing, within fourteen (14) calendar days of invoice receipt, identify the cause of disagreement, and pay when due any portion of the invoice not in dispute. Failure to provide notification shall constitute acceptance of the invoice as submitted. If Purchaser fails to pay undisputed invoiced amounts within the thirty (30) calendar days of the invoice date, Seller may at any time, without waiving any other claim against the Purchaser (including lien rights) and without thereby incurring any liability to the Purchaser, suspend or terminate the Order Confirmation. Purchaser is prohibited from and shall not setoff against or recoup from any invoiced amounts due or to become due from Purchaser or its affiliates any amounts due or to become due to Seller or its affiliates, whether arising under the Order Confirmation, any related purchase order or under any

**5. Shipping and Delivery.**

All sales of Products are F.O.B. Seller's plant unless otherwise specified in the Order Confirmation. Responsibility of Seller shall cease upon delivery to and receipt of the Products by a common carrier at which point Purchaser will bear all risk of loss for the Products. Premium shipping expenses and/or other related expenses necessary to meet Purchaser's accelerated delivery schedules shall be the responsibility of Purchaser. Deliveries of orders placed by Purchaser may be changed, deferred or canceled only upon specific agreement in writing by Seller and Seller may condition such agreement upon Purchaser's assumption of liability and payment to Seller for: (a) a sum equal to the costs of work in process including costs accrued for labor and material; (b) any amount for which Seller is liable by reason of commitments made by Seller to its suppliers; and (c) any other loss, cost or expense of Seller as a result of such change, deferment or cancellation.

**UIS Group of Companies**  
**2290 Bishop Circle East**  
**Dexter, MI 48130**  
**(734) 424-1200**

**Utilities Instrumentation Service**  
**UIS SCADA**  
**UIS Renewable Power**





#### 6. Proprietary Materials.

Seller shall have and retain all rights, title and interest, including all intellectual property rights, in and to all Products, Services and associated materials, including, without limitation, all related reports, specifications, designs and any other property, tangible or intangible, furnished by Seller in connection with or under the Order Confirmation or any related purchase order ("Proprietary Materials"). No Proprietary Materials created by Seller in connection with or pursuant to the Order Confirmation or any related purchase

#### 7. Licenses.

Seller does not grant to Purchaser any license with respect to the Products, and any such license terms with respect to the Products shall be governed solely by the licenses, if any, provided solely by the third-party manufactures of such products.

#### 8. Design.

Seller is not responsible for the design of the Products and will not, under any circumstances, have any warranty, indemnification or other liability or obligations with respect to Products to the extent related to or arising out of the design and/or specifications for such Products. Suggestions by Seller as to design, use and suitability of the Products are made in good faith; provided, however, Buyer assumes full responsibility for accepting and/or using such suggestions.

#### 9. Warranty.

(a) Seller warrants, that at the time of delivery, the Products will conform to the specifications, if any, that are a part of the Order Confirmation. Purchaser understands and hereby expressly agrees that any claim for defective materials, defective manufacture, or any other claim with respect to Products. Seller may, at its sole election, and as Purchaser's sole remedy, make an allowance, repair, or replace such quantity of the Products as shall prove to be defective, then Purchaser shall hold and make available for inspection and testing by Seller all

(b) Services provided by Seller under an Order Confirmation will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

(c) THE SELLER DISCLAIMS, AND PURCHASER HEREBY EXPRESSLY WAIVES, ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCTS AND/OR SERVICES, AND/OR THE RESULTS OBTAINED FROM THEIR USE BY PURCHASER AND/OR ITS USERS, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SPECIFICALLY, BUT NOT BY WAY OF LIMITATION, DISCLAIMS ANY AND ALL LIABILITY FOR THE USE OR PERFORMANCE OF THE SERVICES AND/OR PRODUCTS SELECTED BY THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE UNIFORM COMMERCIAL CODE AND ANY SPECIFIC STATE ADOPTIONS THEREOF SHALL NOT GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THESE TERMS OR ANY ORDER CONFIRMATION.

#### 10. Liability Limitation.

Specific performance shall not be available to Purchaser as a remedy in connection with Seller's providing of the Products and/or Services. Monetary damages against Seller shall be limited to the dollar amount charged to Purchaser for the applicable order placed by Purchaser and accepted by Seller for any of the Services and/or Products alleged to be the cause of any loss or damage, whether founded in contract, tort (including negligence), strict liability or otherwise, arising out of, or resulting from: (a) any order placed by Purchaser and accepted by Seller or Seller's performance or breach; or (b) the design, manufacture, delivery, sale, repair, replacement or use of any such Products. IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE AND COST OF CAPITAL) ARISING OUT OF OR RELATING TO THE ORDER CONFIRMATION, ANY RELATED PURCHASE ORDER, OR THE SERVICE AND/OR PRODUCTS. ANY AGREEMENT VARYING OR EXTENDING THE REMEDIES SPECIFICALLY STATED HEREIN WILL BE BINDING ON

#### 11. Termination.

In the event that Purchaser fails to perform any of its obligations stated in the Order Confirmation or any related purchase order and fails to cure such breach within ten (10) days after receipt of written notice from the Seller specifying such breach, the Seller may at its option immediately terminate the Order Confirmation and/or any related purchase orders. Upon any such termination by Seller: (a) Seller shall be relieved of any further obligation to Purchaser (including, without limitation, any obligation with respect to delivery or transition of supply); (b) Purchaser shall be liable to Seller for the immediate payment of amounts then billed to date by Seller to Purchaser; (c) Purchaser shall purchase and pay Seller immediately for all raw materials, components, work in process and finished goods acquired by Seller in connection with the Order Confirmation and/or any related purchase orders; and (d) Purchaser shall immediately reimburse Seller for all other loss, cost or expense of Seller as a result of the termination of the Order Confirmation or any related purchase order.

#### 12. Right of Entry.

If applicable, Purchaser shall provide for Seller's right to enter the property owned by the Purchaser and/or others in order for Seller to perform the Services in the Order Confirmation. The Purchaser agrees, to the fullest extent permitted by law, to indemnify and hold Seller and his or her subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from procedures associated with testing or investigative activities or

#### 13. Force Majeure.

Seller shall not be liable for any delay or failure to perform any obligation under this Agreement if such delay or failure is caused by circumstances beyond its reasonable control, including, without limitation, acts of God or public authority, riots or other public disturbances, labor disputes of any kind, electrical or power outages, utilities or telecommunications failures, earthquake, storms or other elements of nature, acts or orders of government, acts of terrorism or war, or acts by third parties, failure of Purchaser to provide required information, or the change in cost or availability of raw materials, components or services based on market conditions, supplier actions or contract disputes ("Force Majeure Event"). During a Force Majeure Event, Seller's obligations under the Order Confirmation and any related purchase order shall be suspended and Seller shall not have any obligation to provide Purchaser with Services from other sources or to pay or reimburse Purchaser for any additional costs to Purchaser of obtaining substitute Services, nor shall Seller be liable for any damages to Purchaser arising from or related to a Force Majeure Event.

#### 14. Employee Solicitation

Employee Solicitation. Purchaser agrees not to hire, attempt to hire, or retain as consultants or otherwise, employees and/or consultants of Seller directly or through a third-party entity during the employment or consulting period and for a period of one (1) year subsequent to the employee's and/or consultant's last day of work for Seller regardless of the circumstances surrounding employee's cause of termination of employment.

#### 15. Indemnification.

Purchaser holds harmless, indemnifies, and will defend Seller and its related or affiliated entities including their respective officers, agents and employees against any claims, liabilities, expenses, charges, or fines including attorney's fees and expenses to the extent directly or indirectly caused by Purchaser's (including those acting on behalf of Purchaser) (a) negligent acts of omissions and involving property damage or bodily injury; (b) breach of the terms of the contract between the parties; or (c) violation of applicable law. This provision shall apply even if there is concurrent negligence but shall not apply to property damage or bodily injury arising solely from Seller's negligence. Liability per above is not limited by limits of workers compensation coverage.

#### 16. Waiver.

Waiver by Seller of any of the terms or conditions of the Order Confirmation shall be effective only if in writing and signed by Seller, and shall not constitute a waiver of such terms as to any subsequent events or conditions, whether similar or dissimilar. No course of dealing or custom in the trade shall constitute a modification or waiver by Seller of any right.

#### 17. Survival.

These Terms shall survive and continue in full force and effect following the expiration, cancellation or termination of an Order Confirmation and any related purchase order

#### 18. Entire Agreement.

The Order Confirmation, including these Terms and any other attachments, exhibits or supplements specifically referenced in the Order Confirmation, constitutes the entire agreement between Seller and Purchaser with respect to the matters contained in the Order Confirmation and supersedes all prior oral or written representations and agreements. Except as otherwise provided in these Terms, the Order Confirmation may only be modified by a written agreement signed by Seller.

#### 19. Applicable Laws.

Unless otherwise specified, the laws of the State of Michigan, except for its choice of laws provisions, shall govern these Terms.

**CHARTER TOWNSHIP OF YPSILANTI  
2020 BUDGET AMENDMENT #2**

**FEBRUARY 18, 2020**

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

**101 - GENERAL OPERATIONS FUND**

**Total Increase \$109,438.00**

Request to increase budget for PTO payout request of 80 hours to be paid at 75%. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$1,941.00
		<b>Net Revenues</b>	<u><u>\$1,941.00</u></u>
Expenditures:	Salaries Pay Out - PTO & Sick	101-265-000-708.008	\$1,803.00
	FICA	101-265-000-715.000	\$138.00
		<b>Net Expenditures</b>	<u><u>\$1,941.00</u></u>

Request to increase budget for the purchase and installation of 32 streetlights paid by developers at Village at Majestic Lake and Majestic Lake Estates subdivisions. There will be a special assessment district set up to pay for annual operations and maintenance. The purchase and installation will be funded by funds received from Diverse Real Estate - Lombardo Homes.

Revenues:	Contributions for Streetlights/Cameras	101-000-000-675.002	\$107,497.00
		<b>Net Revenues</b>	<u><u>\$107,497.00</u></u>
Expenditures:	Streetlight - Construction	101-956-000-926.050	\$107,497.00
		<b>Net Expenditures</b>	<u><u>\$107,497.00</u></u>

**212 - BIKE, SIDEWALK, REC, ROADS GENERAL FUND (BSR II)**

**Total Increase \$155,859.00**

Request to increase the budget for the renovations of the Burns Park Tennis Courts. A request to award the bid to Best Asphalt will be presented as the February 18, 2020 Board meeting. This will be funded by an appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	212-000-000-699.000	\$155,859.00
		<b>Net Revenues</b>	<u><u>\$155,859.00</u></u>
Expenditures:	Park Improvements	212-970-000-975.795	\$155,859.00
		<b>Net Expenditures</b>	<u><u>\$155,859.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI  
2020 BUDGET AMENDMENT #2**

**FEBRUARY 18, 2020**

**249 - BUILDING DEPARTMENT FUND**

**Total Increase \$3,855.00**

Request to increase the motor pool lease line for the 2018 Ford F150 truck #94 which was traded from Environmental to Building for the 2019 Dodge Ram #701. This will be funded by an appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	249-000-000-699.000	\$3,855.00
		<b>Net Revenues</b>	<u><u>\$3,855.00</u></u>
Expenditures:	Motor Pool Lease/Maintenance	249-249-000-943.000	\$3,855.00
		<b>Net Expenditures</b>	<u><u>\$3,855.00</u></u>

**266 - LAW ENFORCEMENT FUND**

**Total Increase \$1,721.00**

Request to increase the motor pool lease line. This is a result of combining the Housing Inspection Fund with Law Enforcement Fund - Ordinance. There was a new 2019 Ford Explorer purchase in 2019. This will be funded by an appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	266-000-000-699.000	\$1,721.00
		<b>Net Revenues</b>	<u><u>\$1,721.00</u></u>
Expenditures:	Motor Pool Lease/Maintenance	266-304-000-943.000	\$1,721.00
		<b>Net Expenditures</b>	<u><u>\$1,721.00</u></u>

**590 - COMPOST FUND**

**Total Increase \$4,438.00**

Request to increase budget for PTO payout request of 180 hours to be paid at 75%. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	590-000-000-699.000	\$4,438.00
		<b>Net Revenues</b>	<u><u>\$4,438.00</u></u>
Expenditures:	Salaries pay out - PTO	590-590-000-708.004	\$4,123.00
	FICA	590-590-000-715.000	\$315.00
		<b>Net Expenditures</b>	<u><u>\$4,438.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI  
2020 BUDGET AMENDMENT #2**

**FEBRUARY 18, 2020**

**595 - MOTOR POOL FUND**

**Total Increase \$21,730.00**

Request to increase the budget for the purchase a 2020 Dodge Journey for the Planning Department from the Motor Pool Fund. The lowest quote came from Galeana's Van Dyke Dodge Inc at \$20,979.50 and will we need approximately \$750 for TWP lettering . The Planning Department in the General Fund will be paying the motor pool back over a 5 year period. The purchase will be funded by an Appropriation of Prior Year Fund Balance.

<b>Revenues:</b>	<b>Prior Year Fund Balance</b>	<b>595-000-000-699.000</b>	<b>\$21,730.00</b>
		<b>Net Revenues</b>	<b><u><u>\$21,730.00</u></u></b>
<b>Expenditures:</b>	<b>Capital Outlay/Vehicles</b>	<b>595-595-000-985.000</b>	<b>\$21,730.00</b>
		<b>Net Expenditures</b>	<b><u><u>\$21,730.00</u></u></b>

Motion to Amend the 2020 Budget (#2)

Move to increase the General Fund budget by \$109,438 to \$9,451,459 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Rec, Roads, General Fund II budget by \$155,859 to \$2,092,689 and approve the department line item changes as outlined.

Move to increase the Building Fund budget by \$3,855 to \$905,355 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund budget by \$1,721 to \$8,120,227 and approve the department line item changes as outlined.

Move to increase the Compost Fund budget by \$4,438 to \$948,857 and approve the department line item changes as outlined.

Move to increase the Motor Pool Fund budget by \$21,730 to \$288,272 and approve the department line item changes as outlined.



# **AUTHORIZATIONS AND BIDS**

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*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](http://www.ytown.org)

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# MEMORANDUM

TO: Ypsilanti Township Board of Trustees

FROM: Mike Hoffmeister, Director – Residential Services Department

DATE: February 1, 2020

RE: **Request authorization to seek sealed bids for the Community Center  
Flooring Renovation**

The Residential Services Department is requesting the Ypsilanti Township Board of Trustees to consider authorization to seek sealed bids for the Community Center Flooring Renovation. If you remember, zero sealed bids were received the last time we went to bid for this project. We have worked with Spicer Group to determine a new, more reasonable timeline for possible contractors. Bids will be accepted from March 3, 2020 until 2:00 p.m. on March 31, 2020.

Please find attached this memorandum the bid package created by Spicer Group.

Respectfully Submitted,

Mike Hoffmeister  
Director of Residential Services

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**BIDDING DOCUMENTS  
FOR  
COMMUNITY CENTER FLOORING REPLACEMENT**

**YPSILANTI CHARTER TOWNSHIP  
YPSILANTI, MICHIGAN**

Prepared By:  
SPICER GROUP, INC.

February 2020

**Plans Included**  
DA1374-1 thru 4

**YPSILANTI CHARTER TOWNSHIP**  
**YPSILANTI, MICHIGAN**  
**COMMUNITY CENTER FLOORING REPLACEMENT**

ADVERTISEMENT FOR BIDS

Sealed Bids for the Community Center Flooring Replacement will be received by CLERK'S OFFICE, Ypsilanti Township Civic Center, 7200 S. Huron River Dr., Ypsilanti, MI 48197, until **2:00 pm** local time on **March 31, 2020**, at which time the Bids received will be publicly opened and read. The Project consists of replacing flooring in the Community Center.

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](http://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.

A **mandatory** pre-bid conference will be held at **2:00 pm** local time on **March 17, 2020** at the Ypsilanti Township Civic Center, 7200 S. Huron River Dr., Ypsilanti, MI 48197.

Owner: **Ypsilanti Charter Township**

By: **Karen Lovejoy Roe**

Title: **Clerk**

Date: **March 3, 2020**

++ END OF ADVERTISEMENT FOR BIDS ++

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## **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 written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
- 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. There is no other work at the site.

**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 A pre-Bid conference will be held at the time and location stated in the advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

#### **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 proposed for the project.

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 *Base Bid with Alternates*

- A. Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.

**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 COMMUNITY CENTER FLOORING PROJECT

- 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 for either the base or alternate 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.



**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 90 days 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):

<b>Lump Sum Bid Price for Base Bid</b>	<b>\$</b>
Alternate A [Addition]	\$
<b>Lump Sum Bid Price for Alternate A</b>	<b>\$</b>

**ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before August 21, 2020.

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:	Community Center Flooring Replacement	Contract Name:	

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

By:

Title:

Copy: Engineer

## AGREEMENT

THIS AGREEMENT is by and between Ypsilanti Charter Township (“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: Community Center Flooring Replacement.

### 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 completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before August 21, 2020.

B. Contractor will not commence any portions of the work which occur at the physical project site until August 10, 2020 without prior written approval from Owner.

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. Completion of Work: If Contractor shall neglect, refuse, or fail to complete the Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1000 for each day that expires after such time until the Work is completed and ready for final payment.
2. 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. Total of Lump Sum Bid Price for [Base Bid][Alternate A] \$                     .

### **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. Due to the short duration of the work, there will be no progress payments.

#### 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 6, inclusive).
  - 2. Performance bond (pages 1 to 3, inclusive).
  - 3. Payment bond (pages 1 to 5, 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**

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Owner:	Ypsilanti Charter Township	Owner's Contract No.:	
Contractor:		Contractor's Project No.:	
Engineer:	Spicer Group, Inc.	Engineer's Project No.:	127650SG2019
Project:	Community Center Flooring Replacement	Contract Name:	
		Effective Date of Contract:	

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**TO CONTRACTOR:**

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on \_\_\_\_\_, **2020**. *[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 Final Completion is **August 21, 2020**.

Before starting any Work at the Site, Contractor must comply with the following:  
*[Note any access limitations, security procedures, or other restrictions]*

---

Owner: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_

Title: \_\_\_\_\_

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.



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 Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 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;
  - 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		
				<b>1. ORIGINAL CONTRACT PRICE</b> .....	\$ _____
				<b>2. Net change by Change Orders</b> .....	\$ _____
				<b>3. Current Contract Price (Line 1 ± 2)</b> .....	\$ _____
				<b>4. TOTAL COMPLETED AND STORED TO DATE</b> (Column F total on Progress Estimates).....	\$ <b>#REF!</b>
				<b>5. RETAINAGE:</b>	
				a. X <u>      #REF!      </u> Work Completed.....	\$ <u>      #REF!      </u>
				b. X <u>      #REF!      </u> Stored Material.....	\$ <u>      #REF!      </u>
				c. Total Retainage (Line 5.a + Line 5.b).....	\$ <u>      #REF!      </u>
				<b>6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)</b> .....	\$ <u>      #REF!      </u>
				<b>7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)</b> .....	\$ _____
				<b>8. AMOUNT DUE THIS APPLICATION</b> .....	\$ <u>      #REF!      </u>
				<b>9. BALANCE TO FINISH, PLUS RETAINAGE</b> (Column G total on Progress Estimates + Line 5.c above).....	\$ <u>      #REF!      </u>
TOTALS					
NET CHANGE BY CHANGE ORDERS					

<b>Contractor's Certification</b>	
The undersigned Contractor certifies, to the best of its knowledge, the following:	
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;	
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and	
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	
<b>Contractor Signature</b>	
By: _____	Date: _____

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)





**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: Community Center Flooring Replacement	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.

---

<b>EXECUTED BY ENGINEER:</b>	<b>RECEIVED:</b>	<b>RECEIVED:</b>
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.

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### ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

#### SC-4.01 *Starting the Work*

**SC-5.03 Delete Paragraph 4.01.A in its entirety and insert the following:**

- A. Contractor shall start to perform documentation portions of the Work on the date when the Contract Times commence to run. Portions of the Work which occur at the physical project site may not commence until August 10, 2020 without prior written approval from Owner.

### 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. *Reports and Drawings:*
  - 1. Hazardous Building Materials Survey, provided by Tetra Tech, is found in Appendix A.
- 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."**

## **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 Owner's representative at the Site, will act as directed by and under the supervision of Owner, and will confer with Owner regarding RPR's actions.**
  1. **General: RPR's dealings in matters pertaining to the Work in general shall be with Owner and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor.**

2. **Schedules:** Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Owner 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 Owner'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.
  - 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 Owner 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 Owner.
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 Owner. Transmit to Contractor in writing decisions as issued by Owner.
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 Owner 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 Owner 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 Owner 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 Owner.
  - 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 Owner 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 Owner proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
  - c. Immediately notify Owner 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 Owner, 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 Owner for review and forwarding to Owner prior to payment for that part of the Work.

**14. Completion:**

- a. Participate in Owner'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 Owner'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 Owner 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 Owner'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 Owner.
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:

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: \_\_\_\_\_ 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

Required Bid and Contract Documents  
Washtenaw County Community Development Block Grant (CDBG) Program  
Public Infrastructure and Facilities Improvement Projects

This is a Federally funded project. The contractor and subcontractors must comply with HUD procurement provisions in CFR 24 Part 85.36, Equal Employment Opportunity requirements, the Copeland “Anti-Kickback” Act, the Davis-Bacon Act, Contract Work Hours and Safety Standards Act, Section 3 of the Housing and Urban Development Act and other requirements as set forth in the bid documents. Minority and Women Owned Business Enterprises and Section 3 Business Concerns seeking bid opportunities under this project are encouraged to respond.

Enclosed is a set of documents related to compliance with Federal and local requirements concerning public infrastructure and facilities improvement projects under Washtenaw County’s Community Development Block Grant (CDBG) program:

1. Federal Contract Provisions
2. Federal Labor Standards Provisions
3. Equal Opportunity
  - a. Equal Opportunity Clause
  - b. Standard Federal Equal Employment Opportunity Construction Contract Specifications
  - c. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity
4. Section 3
  - a. Section 3 Clause
  - b. Washtenaw County Section 3 Contractor List
  - c. Section 3 Definitions
  - d. Washtenaw County Section 3 Fact Sheet, Business Certification & Reporting Instructions
5. Required Contractor Documents
  - a. Section 3 Plan Information Sheet
  - b. Sub-Contractor Information Sheet
  - c. Wage Requirement Data Sheet
  - d. Equal Employment Opportunity Poster
  - e. Employee Rights Under the Davis-Bacon Act Poster
  - f. Certified Payroll
  - g. Payroll Deduction Authorization for “Other Deductions” on Certified Payroll
  - h. Waiver of Lien
  - i. Full Unconditional Waiver
  - j. Sworn Statement
  - k. Section 3 Summary Report
6. Project Wage Decision

# Federal Contract Provisions

## Federal Contract Provisions

1. Contracts other than small purchases shall contain administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
2. All contracts in excess of \$10,000 shall contain suitable provision for termination for cause and for convenience by the grantee, including the manner by which it will be effected and the basis for settlement.
3. All contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
4. All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3).
5. All construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a-7) as supplemented by Department of Labor regulations (29 CFR, Part 5).
6. Where applicable, all contracts awarded by grantees and subgrantees in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor regulations (29 CFR, Part 5).
7. The contract shall include notice of requirements and regulations pertaining to reporting and patent rights respect to any discovery or invention which arises or is developed in the course of or under such contract, and of grantor agency requirements and regulations pertaining to copyrights and rights in data.
8. All negotiated contracts awarded by grantees shall include a provision to the effect the grantee, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.



9. Grantees shall require contractors to maintain all required records for three years after grantees make final payments and all other pending matters are closed.
  
10. Contracts, subcontracts, and subgrants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use of non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provision shall require reporting of violations to the grant agency and to the USEPA Assistance Administrator for Enforcement (EN-329).
  
11. Contracts shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

# Federal Labor Standards Provisions

## Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.



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**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

# Equal Opportunity

EQUAL OPPORTUNITY CLAUSE  
Executive Order 11246, as amended: 41 CFR Part 60-1.4(b)

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS  
(Executive Order 11246: 41 CFR Part 60.4.3)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has

employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.



e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR part 60-4 become effective.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION  
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY  
Executive Order 11246: 41CFR Part 60-2

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

<b>Time- tables</b>	<b>Goals for minority participation for each trade</b>	<b>Goals for female participation in each trade</b>
	8.5%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

## Section 3

SECTION 3 CLAUSE  
24 CFR Part 135.38

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



# **Washtenaw County OCED Approved Section 3 Contractors**

<b>Name</b>	<b>Address</b>	<b>City</b>	<b>Zip Code</b>	<b>Contact</b>	<b>Phone</b>	<b>Type</b>
Section 3						
A.H. Construction, LLC	5417 Daytona	Ypsilanti	48197	Ali Huwio	734-481-1983	Housing Rehab, Roofing, Siding
All-Temp Heating & Cooling, Inc.	1262 Clarita	Ypsilanti	48198	Dan Sword	734-483-8598	HVAC
Huddleston Group & Associates, LLC	3961 Hillside Drive	Ypsilanti	48197	Guy Huddleston	313-586-3994	HVAC, Housing Rehab
LaSant Building. Inc.	7754 Hidden Ridge Lane	Northville	48168	Danielle Bass	248-486-6868	Housing Rehab, Excavation
Saladino Construction Company Inc.	3303 W. North Territorial Rd.	Ann Arbor	48105	Zina Saladino	734-665-5913	Paving Concrete
Stephen B. St. Clair, Inc	10150 Burmeister Rd	Manchester	48158	Stephen B. St.Clair	734-320-2050	Housing Rehab

Date: as of 7/10/2019

## Contractor Email List

### Instructions:

1. Click on the combined list of emails under Complete List.
2. Hold the Ctrl key and hit the C key to copy the list to the clipboard.
3. Open up a new email message or run a report and Export using the Microsoft Mail option
4. Click on the To: box
5. Hold the Ctrl key and hit the V key to paste the list into the To: box.
6. Type your message and send it.

### Section 3 Contractors

#### Complete List

alihuwio@sbcglobal.net; UgMug@aol.com; saladinoco@aol.com; office@lasantbuilding.com; hudconstruction@att.net; dsword7373@sbcglobal.net

#### Itemized List

Company Name	Email Address
A.H. Construction, LLC	alihuwio@sbcglobal.net
All-Temp Heating & Cooling, Inc.	dsword7373@sbcglobal.net
Huddleston Group & Associates, LLC	hudconstruction@att.net
LaSant Building. Inc.	office@lasantbuilding.com
Saladino Construction Company Inc.	saladinoco@aol.com
Stephen B. St. Clair, Inc	UgMug@aol.com

## SECTION 3 DEFINITIONS

### "SECTION 3 RESIDENT" MEANS:

1. A public housing resident who resides in the metropolitan area\* (Washtenaw County) or non-metropolitan county in which the Section 3 covered assistance is expended and who is considered to be a low-to very low-income person; or
2. An individual who resides in the metropolitan area\* (Washtenaw County) or non-metropolitan county in which the Section 3 covered assistance is expended and who is considered to be a low-to very low-income person.

### 2019 LOW-INCOME LIMITS FOR WASHTENAW COUNTY

Family Size: Number in Household	Household Income (less than)
<input type="checkbox"/> 1 PERSON	\$52,850
<input type="checkbox"/> 2 PERSON	\$60,400
<input type="checkbox"/> 3 PERSON	\$67,950
<input type="checkbox"/> 4 PERSON	\$75,500
<input type="checkbox"/> 5 PERSON	\$81,550
<input type="checkbox"/> 6 PERSON	\$87,600
<input type="checkbox"/> 7 PERSON	\$93,650
<input type="checkbox"/> 8 PERSON	\$99,700

### "NEW HIRE" MEANS:

A person who is not on the contractor's payroll at the time of selection for the Section 3 award.

### SECTION 3 BUSINESS DEFINED

A Section 3 Business concern is a business:

1. That is **51 % or more owned** by a Section 3 Washtenaw County resident(s) and have total household incomes less than the income limits in the above table based on the number of persons in the family; or
2. Whose **permanent, full-time employees** include persons, at **least 30 %** of whom are currently Section 3 Washtenaw County residents and have total household incomes less than the income limits in the above table based on the number of persons in the family; or
3. That provide evidence of a commitment to subcontract in excess of 25 % of the total dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in (1) or (2) above. Contractors must complete three Section 3 covered projects with Washtenaw County and successfully meet the requirements for Section 3 for those three projects in order to apply for Section 3 Business Concern status under this option with Washtenaw County.

\*=Washtenaw County is located in the Ann Arbor Metropolitan Statistical Area, which is entirely comprised of Washtenaw County (per U.S. President's Office of Management and Budget)

- A person seeking the training or employment preference; or a business seeking the preference provided by Section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for that preference.

**A. PURPOSE**

The purpose of Section 3 is to ensure that employment and other economic opportunities created by HUD assistance to construction and rehabilitation projects is directed to low-income persons.

**B. SECTION 3 COVERED PROJECT OR CONSTRUCTION CONTRACT CRITERIA**

A Section 3 covered project is one that meets the Section 3 threshold level that is, a Project exceeds \$200,000 in Federal assistance for housing construction, reconstruction, conversion, rehabilitation or public construction.

A Section 3 covered construction contract applies to contractors and subcontractors when any *contract or subcontract* exceeds \$100,000 for housing construction, reconstruction, conversion, rehabilitation or public construction.

**C. REQUIRED COMPLIANCE GOALS**

1. **Employment - 30%** of the aggregate number of **new hires** for a covered project will be low income persons (A low income person is defined as having a family income less than 80% of the HUD established median income for Washtenaw County as found in the Section 3 Resident Income Verification Form.).
2. **Contracting** - Award at least **10%** of the total dollar amount for building trades work related to the project and at least **3 %** of all other covered contracts to Section 3 businesses.

**D. SECTION 3 STRATEGY OR PLAN REQUIREMENT**

Prior to or at the time of the contract signing between owner/developer and the contractor for the work on this project, the contractor is required to develop and complete with owner/developer, a Section 3 strategy or plan with final approval of the Section 3 strategy or plan by the Washtenaw County/City of Ann Arbor Office of Community and Economic Development (OCED). The Section 3 Plan must include, but not be limited to, the following, all per the requirements of Section 3:

1. Section 3 contracting goals for the construction contract and other contracts on the project;
2. Section 3 employment and training goals for the project;
3. Outreach to solicit Washtenaw County Section 3 Business Concerns;
4. Outreach to solicit Section 3 Washtenaw County Residents;
5. Project neighborhood area for the project;
6. Section 3 coordinator.

OCED has a template or model Section 3 Plan/Strategy available that you may use for the development of the Section 3 strategy or plan for the project. OCED also has a list of certified Washtenaw County Section 3 Business Concerns.

**D. SECTION 3 BUSINESS CERTIFICATION APPLICATIONS:**

Applications for Section 3 Business Certification may be obtained from the ***Washtenaw County OCED, 415 W. Michigan Ave., Suite 2200, P.O. Box 915, Ypsilanti, MI 48197.***

**APPLICATION PROCESS:**

To be considered for certification as a Section 3 Business Concern, a business must complete the ***Section 3 Clause, submit the appropriate Section 3 Business Certification Forms and provide all required supporting documentation.***

**1. (Category 1) Business Ownership:**

- Ø When a qualified Section 3 Resident is the primary owner having 51% or more ownership he/she (or, if less than 51%, holds the greatest percentage of ownership) must complete the *Section 3 Business Certification Form (51% Section 3 Resident Ownership)* form. This category was created by HUD for business concerns that are primarily owned by a person(s) that meet the HUD definition of being low income.
- Ø If there are two or more Section 3 Resident owners that together own 51% or more of the business, each additional owner (not having majority ownership) must complete the *Section 3 Resident Income Verification Form (Section 3 Business Certification)*.

**2. (Category 2) Percentage of Employees Criteria:**

- Ø A business having at least 30% permanent, full time Section 3 Residents on the payroll completes the *Section 3 Business Certification Form (30% Section 3 Resident Employment)*. At least 30% of permanent, full

time employees must be Section 3 Residents or within three (3) years of the date of first employment with the business were Section 3 Residents.

- θ A Section 3 Resident Income Verification Form (Section 3 Business Certification) must be completed by each Section 3 Resident employee as evidence that each individual meets the HUD definition of a Section 3 Resident.

**E. DOCUMENTATION:**

- θ The following completed forms are required for certification:
  - Section 3 - **51% or 30%** Business Certification Application;
  - Section 3 Clause;
  - Register with the Office of Community and Economic Development to become an approved contractor and/or subcontractor;
  - Submit Articles of Incorporation with State of Michigan Seal;
  - Submit Ownership or Partnership Agreement(s) or if applicable, Notarized Affidavit or Secretary of State Certification to confirm that applicant(s) is or are the major shareholder(s)/owner(s);
  - Submit Capacity evaluation: demonstration of business experience, i.e., list at least 10 previous jobs, existing jobs and 3 current references;
  - Submit Largest Contract Award verification;
  - If 51% Section 3 Resident Ownership; Submit Most Recent IRS Tax Statement (Individual(s) and Corporate or if a Sole Proprietor Submit IRS 1040 with Schedule C to confirm income.
  - Submit Identification (i.e. Passport, Drivers License)
  - Workers Compensation Certificate

**F. CERTIFICATION:**

- a. The Section 3 Business Certification Letter will be issued to acknowledge that a business has met the criteria established by the HUD Act of 1968, 24 CFR PART 135 - Section 3.
  - The business shall be listed in the Section 3 Washtenaw County/City of Ann Arbor OCED Business Directory provided the business also completes a contractor or sub-contractor application (as applicable) to be an approved contractor/sub-contractor with Washtenaw County/City of Ann Arbor OCED. Alternatively, the contractor/sub-contractor could choose to be a Section 3 business concern for only the project.

**G. REPORTING RESPONSIBILITIES (Transmit reports via Email or as hard copies to address below)**

During the life of the project these forms are collected by the **Owner/Developer**, checked for accuracy and completeness and submitted with the Request for Reimbursement to the Washtenaw County/City of Ann Arbor Office of Community and Economic Development (OCED) . If there is no disbursement request within a quarter, submit the report to the Compliance Officer no less than quarterly.

**SECTION 3 CLAUSE ACKNOWLEDGEMENT FORM**

1. **Owner/Developer** completes Section 3 Clause Acknowledgement Form (Submit once during life of project). The Section 3 Clause is required in every Section 3 covered contract and stipulates Section 3 applicability and requirements.
2. **Covered Contractor/Subcontractor** completes Section 3 Clause Acknowledgement Form (Submit once during life of project). The Section 3 Clause is required in every Section 3 covered contract and stipulates Section 3 applicability and requirements.

**PERMANENT EMPLOYEE LISTING**

1. **Owner/Developer** provides a complete list of permanent employees, including name and job category.
2. **Covered Contractor/Subcontractor** provides a complete list of permanent employees, including name and job category.

**SECTION 3 SUMMARY REPORT FORM (HUD FORM 60002)**

1. **Owner/Developer** completes the Section 3 Summary Report Form to account for all construction Contractors and subcontractors and businesses providing other services working on the project.
2. **Covered Contractor/Subcontractor** completes the Section 3 Summary Report Form to report all new hires for the covered project and the construction contracts and subcontracts with Section 3 Business Concerns. Contractor/subcontractor provides **all** *Section 3 Resident New Hires* the *Section 3 Income Verification Form* for completion and signature and proof of residency.

**Transmit Documents to:**

Terry R. Brinkman

Office of Community and Economic Development: 415 W. Michigan Ave., Suite 2200, P.O. Box 915, Ypsilanti, MI 48197, Phone: (734) 544-2985, Email: brinkmat@ewashtenaw.org

# Required Contractor Documents



**Section 3 Plan Information Sheet**  
**Complete all items highlighted in Gray**  
**For [Project Name and Address]**

Name of General Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Primary Contact \_\_\_\_\_

Phone number: \_\_\_\_\_

Email: \_\_\_\_\_

**Goals**

**Contracting:**

To demonstrate compliance with Section 3 regulations, it is desirous to award at least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work.

Dollar amount of the construction contract [this is your total bid amount]: \_\_\_\_\_

10% of the total contract is [this is 10% of your total bid amount]: \_\_\_\_\_

These goals are affirmed:      Initials: (General Contractor) \_\_\_\_\_

If we do not feel it is feasible to meet the minimum goals set forth above, we will be prepared to demonstrate why it was not possible. We understand failure to follow our Section 3 Plan could result in the Secretary of Housing and Urban Development (“HUD”) finding us non-compliant with the Section 3 regulations.

**Employment and Training:**

\_\_\_\_\_ [insert contractor name here] (the contractor) and all subcontractors will follow the requirements outlined in *Housing and Urban Development Act of 1968 Section 3 Plan for Washtenaw County/City of Ann Arbor Office of Community Development* (Dated June 2010) (County/City OCED Section 3 Plan). The contractor must complete certifications acknowledging the Section 3 contracting and employment provisions required by the County/City OCED Plan. Such certifications shall be adequately supported with appropriate documentation as referenced in the form. The required forms are attached as Attachments 1-17 at the end of this document [to be attached with the final version of the Section 3 Plan]. As part of the submittal of the Section 3 Resident Application Form (Attachment 5), each applicant must submit a copy of their PHA/IHA Residential lease less than 3 years from day of employment (if PHA/IHA resident), or most recent individual IRS Tax Statement or any other documentation for proof of household income as requested by OCED. All applicants will be required to submit copies of their identification (i.e. Passport, Drivers License) that includes their current residential address.

## **Public Agency, Covered Contractors and Covered Subcontractors**

To meet the contracting and employment requirements of Section 3, the following minimum steps must be taken by the Public Agency, covered contractor and covered subcontractor:

1. Obtain a list of certified Section 3 business concerns from OCED.
2. Attend all pre-bid and pre-construction conferences to obtain information about the Section 3 program requirements.
3. Solicit at least 3 bids from the OCED list of Section 3 business concerns. If such list has fewer than three (3) qualified businesses, then the contractor/subcontractor must contact the entire list.
4. Provide plans and specifications or information regarding the location of plans to Section 3 business concerns.
5. Attempt to the greatest extent feasible to meet the following project contracting and employment goals:
  - o 10% of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction, and other public construction will be awarded to qualifying Section 3 business concerns for this project.
  - o At least 3% of the total dollar amount of all other Section 3 covered contracts (i.e. architect, appraisal, etc.) will be awarded to qualifying Section 3 business concerns for this project.
  - o The goal of employment in Section 3 covered contracts is 30% of the aggregate number of new hires in any fiscal year will be Section 3 residents for this project.

Goals apply to all construction costs of the project, not just the amount of HUD financial assistance.

Records must be maintained on goals reached, and efforts/actions taken to reach goals. If goals are not met, a description of impediments encountered despite actions taken must be included. Reporting of such efforts/actions must be made to the OCED on forms supplied by the OCED.

### **Contractor's Requirements in Employing Section 3 Participants**

Under the OCED Section 3 Program, contractors and subcontractors are required to:

Provide employment opportunities to Section 3 residents/participants in the priority order listed below:

- A. Category 1 – Section 3 Resident
  - o Residents of the housing development or development for which the contract shall be expended.
- B. Category 2 – Section 3 Resident
  - o Section 8 residents as well as all other Washtenaw County residents residing in the vicinity of the project who meet the income guidelines for Section 3 preference (refer to Section 3 Income Limits for Ann Arbor Metropolitan Statistical Area).
- C. Category 3 – Section 3 Resident
  - o Participants in HUD Youth build program being carried out in the project boundary area.
- D. Category 4 – Section 3 Resident
  - o Section 8 residents as well as all other residents residing in Washtenaw County who meet the income guidelines for Section 3 preference (refer to Section 3 Income Limits for Ann Arbor Metropolitan Statistical Area).

To demonstrate compliance with Section 3 regulations, it is desirous to employ Section 3 residents as 30 percent of the aggregate number of new hires, and to provide training to those new hires. We agree to provide information regarding existing employees and hiring needs as a part of this plan.

A concerted effort will be made to meet the goals in this plan. If the goals are not met, we agree to provide an explanation of challenges in meeting the goals described in this plan, and documentation of our efforts to reach these goals.

## **Outreach**

We are committed to conduct an aggressive outreach campaign to make Section 3 Businesses and Section 3 Residents aware of contracting and employment opportunities in connection with this Section 3 Covered Project. Efforts will include, but not be limited to [Review the following, make changes if you would like or you can go with the following strategies. You are required to do the third bulleted item below – contacting all the approved Section 3 businesses as relevant to the project]:

- Publication of opportunities in the Washtenaw County Press or other local newspapers.
- Publication of opportunities with Michigan Works.
- Inviting Section 3 business concerns that have been certified by the Washtenaw County/City of Ann Arbor Office of Community and Economic Development (OCED) to relevant bidding opportunities.
- Use of signage at the project site and flyers posted in the neighborhood and surrounding areas.
- Notification to the Ann Arbor Housing Commission, Barrier Busters, Washtenaw Housing Alliance, and Washtenaw County Continuum of Care, and other appropriate organizations.
- Notification of potential bidding opportunities, training or employment opportunities to Neighborhood and Non-profits groups servicing low-income persons.
- Communicate opportunities to contractor and trade organizations, employment agencies and career centers.

It is not required to include all of these methods in a Section 3 implementation strategy. However, a robust strategy that makes a good faith effort to meet the objectives stated in this plan is expected. Washtenaw County/City of Ann Arbor Office of Community and Economic Development reserves the right to request documentation of efforts made (e.g. proof of advertisement in local newspapers, flyers, and other modes of communications) in order to meet Section 3 goals at any time.

## **Section 3 Coordinator**

Name: \_\_\_\_\_

Contact information: \_\_\_\_\_

This person will serve as the main point of contact for all Section 3 related issues on behalf of general contractor, and subcontractors.

**Estimated Workforce Needed for Section 3 Covered Project (Prime/General Contractor) to be included as Attachment 3 in the final Section 3 Plan**

<b>Name of Company</b>	
<b>Project Name</b>	
<b>Period Covered</b>	
<b>Date Submitted</b>	

<b>Job Category</b>	<b>Total Estimated Positions Needed for Project</b>	<b>Number of Positions Occupied by Permanent Employees</b>	<b>Number of Positions to be Filled with Section 3 Residents</b>

**If no new job opportunities will be available during this project, state the reason below:**

## **Reporting**

We agree to provide Washtenaw County/City of Ann Arbor Office of Community and Economic Development the following documentation after the Section 3 qualified project is substantially completed, and will freely submit this information at any time if requested by OCED.

- Washtenaw County/City of Ann Arbor Office of Community and Economic Development Section 3 Summary Report
- Contract and Subcontract Activity Report
- The contractor will present a list, to the Section 3 Coordinator, of the number of subcontracting and/or employment opportunities expected to be generated from the contract.
- All the applicable required forms to meet Section 3 Requirements, including, but not limited to the forms found in Attachments 1-17 of this document [to be inserted as attachments in final version of Section 3 Plan].

## **General Statement**

as the Public Agency, and \_\_\_\_\_, as the general contractor are committed to comply with the Section 3 act, the Section 3 regulations, and Washtenaw County/City of Ann Arbor Office of Community and Economic Development (MSHDA) Section 3 Guidelines. It is our desire to work together to ensure compliance, to the greatest extent feasible, through the awarding of contracts for work and services to Section 3 companies, and to provide employment and training to Section 3 residents. We commit to include the Section 3 clause in the construction contract and all subcontracts. All subcontractors interested in submitting bids for contracts will be informed of the Section 3 requirements and goals. We agree to provide Washtenaw County/City of Ann Arbor Office of Community and Economic Development (OCED) with copies of all bids received in response to the invitation to bid and copies of all contracts awarded in excess of \$100,000.00.

### **General Contractor:**

\_\_\_\_\_

(Print/type name of organization)

By: \_\_\_\_\_ [signature required]

\_\_\_\_\_

(Print/type name and title)

Date: \_\_\_\_\_

The contents of this Draft Section 3 Plan will be inserted into the final Section 3 Plan, which will include Attachments 1-17.

## SUB-CONTRACTOR INFORMATION SHEET

<b>Project:</b>	<b>Phone:</b>
<b>General Contractor (Name of Company) &amp; Federal Identification Number &amp; Race of Owner and WBE Status of Owner(s):</b>	<b>Address:</b>

Sub-Company Name/Federal Identification Number/Street Address/City/State/Zip	Contact Person	Phone	Work Done	Sub- Contract Amount	Paid (Y) (N)
				<b>MBE/WBE?</b>	<b>Race</b>
				<b>MBE/WBE?</b>	<b>Race</b>
				<b>MBE/WBE?</b>	<b>Race</b>
				<b>MBE/WBE?</b>	<b>Race</b>

Attach additional sheet(s) if necessary



# WAGE REQUIREMENT DATA SHEET

(Please submit before starting work on job)

PROJECT NAME: _____ PROJECT NO: _____ PROJECT LOCATION: _____ _____ COUNTY/STATE: _____	SUBCONTRACTOR'S NAME AND ADDRESS: _____ _____ _____ PHONE NO: _____ IRS NO: _____
--	--

WAGE DECISION USED FOR THIS PROJECT:	MI	MODIFICATION	DATE
--------------------------------------	----	--------------	------

<b>CONTRACT DATA</b>  WORK TO BE PERFORMED: _____ (Be Specific) CONTRACT AMOUNT: \$ _____ AWARD DATE: _____ START DATE: _____
---

<b>PRECONSTRUCTION STATEMENT</b>  <input type="checkbox"/> <input type="checkbox"/> I/We have received a copy of the applicable wage rates for the above named project Yes No <input type="checkbox"/> <input type="checkbox"/> I/We have read and understand the information contained in the "Labor Standards: Instructions for Subcontractors" packet Yes No
--

<b>SUBCONTRACTOR'S CERTIFICATION STATEMENT</b>  The name, title and address of the owner, partners or officers of the undersigned are:  <table style="width: 100%; border: none;"><tr><td style="width: 33%; text-align: center;"><u>Name</u></td><td style="width: 33%; text-align: center;"><u>Title</u></td><td style="width: 33%; text-align: center;"><u>Address</u></td></tr><tr><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td><td>_____</td></tr></table>	<u>Name</u>	<u>Title</u>	<u>Address</u>	_____	_____	_____	_____	_____	_____	_____	_____	_____
<u>Name</u>	<u>Title</u>	<u>Address</u>										
_____	_____	_____										
_____	_____	_____										
_____	_____	_____										

<b>PAYROLL AUTHORIZATION STATEMENT</b>  The following person(s) is/are hereby authorized to complete and sign all payroll forms (WH-347) submitted for the above named project  <table style="width: 100%; border: none;"><tr><td style="width: 45%; text-align: center;">_____</td><td style="width: 10%; text-align: center;">X</td><td style="width: 45%; text-align: center;">_____</td></tr><tr><td style="text-align: center;">(Print name and title)</td><td></td><td style="text-align: center;">(prove sample of signature)</td></tr><tr><td style="text-align: center;">_____</td><td style="text-align: center;">X</td><td style="text-align: center;">_____</td></tr><tr><td style="text-align: center;">(Print name and title)</td><td></td><td style="text-align: center;">(prove sample of signature)</td></tr></table>	_____	X	_____	(Print name and title)		(prove sample of signature)	_____	X	_____	(Print name and title)		(prove sample of signature)
_____	X	_____										
(Print name and title)		(prove sample of signature)										
_____	X	_____										
(Print name and title)		(prove sample of signature)										

THE WILLFUL FALSIFICATION OF THE ABOVE STATEMENTS MAY SUBJECT THE SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1010 OF TITLE 18 AND SECTION 231 OF THE UNITED STATES CODE.

Date: _____	_____ (Print name of subcontractor)
<input type="checkbox"/> Check box if additional sheet is attached	By: X _____  Its: _____

**FRINGE BENEFITS STATEMENT**

The following are the basic hourly rate and fringe benefits paid to our employees, and where the fringe benefits payments are made:

TRADE _____	Union Name/Local _____
Basic Hourly rate: _____	Fringe Benefits _____ \$
	(list) _____ \$
	_____ \$
	_____ \$
	_____ \$
	_____ \$

TRADE _____	Union Name/Local _____
Basic Hourly rate: _____	Fringe Benefits _____ \$
	(list) _____ \$
	_____ \$
	_____ \$
	_____ \$
	_____ \$

TRADE _____	Union Name/Local _____
Basic Hourly rate: _____	Fringe Benefits _____ \$
	(list) _____ \$
	_____ \$
	_____ \$
	_____ \$
	_____ \$

TRADE _____	Union Name/Local _____
Basic Hourly rate: _____	Fringe Benefits _____ \$
	(list) _____ \$
	_____ \$
	_____ \$
	_____ \$
	_____ \$

**CERTIFICATION**

The undersigned certifies compliance with all Labor Standards and Prevailing Wage requirements

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Equal Employment Opportunity is **THE LAW**

## **Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations**

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

### **DISABILITY**

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

### **AGE**

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

### **SEX (WAGES)**

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

### **GENETICS**

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

### **RETALIATION**

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

### **WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED**

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at [www.eeoc.gov](http://www.eeoc.gov) or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at [www.eeoc.gov](http://www.eeoc.gov).

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## Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

### **INDIVIDUALS WITH DISABILITIES**

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

### **DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS**

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

### **RETALIATION**

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at [OFCCP-Public@dol.gov](mailto:OFCCP-Public@dol.gov), or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

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## Programs or Activities Receiving Federal Financial Assistance

### **RACE, COLOR, NATIONAL ORIGIN, SEX**

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

### **INDIVIDUALS WITH DISABILITIES**

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

# EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

## FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

### PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

### OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

### ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

### APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

### PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

**1-866-4-USWAGE**  
(1-866-487-9243) TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**

# DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON

## PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

LA SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

### **SALARIOS PREVALECIENTES**

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

### **SOBRETIEMPO**

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

### **CUMPLIMIENTO**

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

### **APRENDICES**

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

### **PAGO APROPIADO**

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la Sección de Horas y Sueldos del Departamento de Trabajo de EEUU.



Para obtener información adicional:

**1-866-4-USWAGE**

(1-866-487-9243) TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**









**Waiver of Lien**

My/our contract with: \_\_\_\_\_ to

provide \_\_\_\_\_ for the improvement

to: \_\_\_\_\_

**(Check One)**

**Partial Conditional**

I hereby waive my/our construction lien to the amount \$ \_\_\_\_\_ for labor/materials provided. This waiver, together with all previous waivers, if any, does not cover amounts due to me/us for the contract improvement provided.

This waiver is conditioned on actual payment of \$ \_\_\_\_\_.

**Partial Unconditional**

Having been fully paid and satisfied, hereby waive my/our construction lien to the amount of \$ \_\_\_\_\_ for the labor/materials provided through \_\_\_\_\_. This waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for contract improvement provided through the date shown above.

**Full Conditional**

Having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

This waiver is conditioned on the actual payment of \$ \_\_\_\_\_.

**Full Unconditional**

Having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

**DO NOT SIGN BLANK FORM**

**FULL UNCONDITIONAL WAIVER**

My/our contract with \_\_\_\_\_ to provide  
\_\_\_\_\_ for the improvement of the property described as  
\_\_\_\_\_  
\_\_\_\_\_ having been  
fully paid and satisfied, all my/our construction lien rights against such property  
are hereby waived and released.

\_\_\_\_\_  
(Printed Name of Lien Claimant)

\_\_\_\_\_  
(Signature of lien claimant)

Signed on: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.**

## SWORN STATEMENT

State of Michigan

} §

County of Washtenaw

\_\_\_\_\_, being duly sworn, states the following:

is the (contractor)(subcontractor) for an improvement to the following real property in Washtenaw

County, Michigan, described as follows: \_\_\_\_\_

The following is a statement of each subcontractor, supplier and laborer, for whom payment of wages or fringe benefits and withholdings is due but unpaid, with whom the **(contractor)(subcontractor)** has (contracted)(subcontracted) for performance under the contract with the owner or lessee, and the amounts due to the persons as of the date of this statement are correctly and fully set forth opposite their names:

Name, Address & Phone Number of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Balance to Complete (optional)	Amount of Laborer Wages Due but Unpaid	Amount of Fringe Benefits and Withholdings Due But Unpaid
Totals							

(Some columns may not be applicable to all persons listed)



The contractor has not procured material from, or subcontracted with, any person other than those set forth and owes no money for the improvement other than the sums set forth.\*

I make this statement as the (contractor)(subcontractor) or as of the (contractor)(sub-contractor) to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth in this statement and except for claims of construction liens by laborers that may be provided under Section 109 of the Construction Lien Act, 1980 PA 497, MCL 570.1 109.

**WARNING TO OWNER OR LESSEE: AN OWNER OR LESSEE OF THE PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING UNDER SECTION 109 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1109 TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.**

**IF THIS SWORN STATEMENT IS IN REGARD TO A RESIDENTIAL STRUCTURE, ON RECEIPT OF THIS SWORN STATEMENT, THE OWNER OR LESSEE, OR THE OWNER'S OR LESSEE'S DESIGNEE MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, OR BY TELEPHONE, OR PERSONALLY. TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING UNDER SECTION 109 OR, IF A NOTICE OF FURNISHING IS EXCUSED UNDER SECTION 108 OR 108A, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER NAMED IN THE SWORN STATEMENT. IF A SUBCONTRACTOR, SUPPLIER WHO HAS PROVIDED LESSEE, OR DESIGNEE SHALL PROVIDE THE REQUESTER A COPY OF THE SWORN STATEMENT WITHIN 10 BUSINESS DAYS AFTER RECEIVING THE REQUEST.**

\_\_\_\_\_  
Dependent Printed Name

\_\_\_\_\_  
Dependent Signature

**WARNING TO DEPENDENT: A PERSON WHO GIVES A FALSE SWORN STATEMENT WITH INTENT TO DEFRAUD IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1110.**

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Michigan

My Commission Expires:  
\_\_\_\_\_

\*Materials furnished by a contractor or a subcontractor out of his or her own inventory, and which has not been purchased specifically for the purpose of performing the contract, need not be listed.



**Part II: Contracts Awarded**

1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	\$
B. Total dollar amount of contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	

2. Non-Construction Contracts:

A. Total dollar amount all non-construction contracts awarded on the project/activity	\$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

**Part III: Summary**

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low-and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- Other; describe below.

Public reporting for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensures that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very-low income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

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Form HUD-60002, **Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons.**

**Instructions:** This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any **public and Indian housing programs** that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to **recipients of housing and community development assistance in excess of \$200,000** expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to **contracts and subcontracts in excess of \$100,000** awarded in connection with the Section-3-covered activity.

Form HUD-60002 has three parts, which are to be completed for all programs covered by Section 3. Part I relates to **employment and training**. The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F). Part II of the form relates to **contracting**, and Part III summarizes recipients' **efforts** to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.\* A recipient of Section 3 covered assistance shall submit one copy of this report to HUD Headquarters, Office of Fair Housing and Equal Opportunity. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. **Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.**

- HUD Field Office: Enter the Field Office name .
1. Recipient: Enter the name and address of the recipient submitting this report.
  2. Federal Identification: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
  3. Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.
  - 4 & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.
  6. Reporting Period: Indicate the time period (months and year) this report covers.
  7. Date Report Submitted: Enter the appropriate date.

8. Program Code: Enter the appropriate program code as listed at the bottom of the page.
9. Program Name: Enter the name of HUD Program corresponding with the "Program Code" in number 8.

**Part I: Employment and Training Opportunities**

**Column A:** Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e. supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

**Column B: (Mandatory Field)** Enter the number of new hires for each category of workers identified in **Column A** in connection with this award. New hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

**Column C: (Mandatory Field)** Enter the number of Section 3 new hires for each category of workers identified in **Column A** in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

**Column D:** Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

**Column E:** Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

**Column F: (Mandatory Field)** Enter the number of Section 3 residents that were trained in connection with this award.

Part II: Contract Opportunities

**Block 1: Construction Contracts**

**Item A:** Enter the total dollar amount of all contracts awarded on the project/program.

**Item B:** Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

**Item C:** Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

**Item D:** Enter the number of Section 3 businesses receiving awards.

**Block 2: Non-Construction Contracts**

**Item A:** Enter the total dollar amount of all contracts awarded on the project/program.

**Item B:** Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

**Item C:** Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

**Item D:** Enter the number of Section 3 businesses receiving awards.

**Part III: Summary of Efforts – Self -explanatory**

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Submit one (1) copy of this report to the HUD Headquarters Office of Fair Housing and Equal Opportunity, at the same time the performance report is submitted to the program office. The Section 3 report is submitted by January 10. Include only contracts executed during the period specified in item 8. PHAs/IHAs are to report all contracts/subcontracts.

\* The terms "low-income persons" and very low-income persons" have the same meanings given the terms in section 3 (b) (2) of the United States Housing Act of 1937. **Low-income persons** mean families (including single persons) whose incomes do not exceed 80 percent of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that

The Secretary may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. **Very low-income persons** mean low-income families (including single persons) whose incomes do not exceed 50 percent of the median family income area, as determined by the Secretary with adjustments or smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

# Project Wage Decision

"General Decision Number: MI20190100 08/30/2019

Superseded General Decision Number: MI20180100

State: Michigan

Construction Type: Building

County: Washtenaw County in Michigan.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

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](http://www.dol.gov/whd/govcontracts).



Modification Number	Publication Date
0	01/04/2019
1	02/15/2019
2	07/05/2019
3	07/19/2019
4	07/26/2019
5	08/09/2019
6	08/16/2019
7	08/30/2019

ASBE0025-003 06/01/2018

Townships of Ann Arbor, Augusta, Lodi, Northfield, Pittsfield, Salem, Saline, Scio, Superior, Webster, Ypsilanti & York

Rates	Fringes
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ASBESTOS WORKER/HEAT & FROST

INSULATOR.....	\$ 31.58	32.32
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ASBE0047-001 07/01/2018

Townships of Bridgewater, Dexter, Freedom, Lims, Lyndon, Manchester, Sharon & Sylvan

Rates	Fringes
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ASBESTOS WORKER/HEAT & FROST

INSULATOR.....	\$ 30.82	17.88
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BOIL0169-001 03/01/2018

Rates	Fringes
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BOILERMAKER.....	\$ 38.65	26.22
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BRMI0009-010 08/01/2018

	Rates	Fringes
BRICKLAYER.....	\$ 35.65	21.72
TILE FINISHER.....	\$ 27.94	19.12
TILE SETTER.....	\$ 34.66	19.12

-----  
CARP0687-001 06/01/2019

	Rates	Fringes
CARPENTER, Includes Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 32.70	28.94

-----  
CARP1045-001 06/01/2018

	Rates	Fringes
CARPENTER (Floor Layer - Carpet, Resilient, & Vinyl Flooring).....	\$ 28.60	23.88

-----  
CARP1102-002 06/01/2019

	Rates	Fringes
MILLWRIGHT.....	\$ 34.50	32.65

-----  
ELEC0252-010 06/03/2019

	Rates	Fringes
ELECTRICIAN.....	\$ 45.78	22.03

-----  
ENGI0324-017 06/01/2019

	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. If the worker must climb 50 ft. or more to the work station, \$.25 per hour additional.

Derrick and cranes where the operator must climb 50 ft. or more to the work station, \$.25 per hour additional to the applicable crane operator rate.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane with boom and jib or leads 400' or longer

GROUP 2: Crane with boom and jib or leads 300' or longer

GROUP 3: Crane with boom and jib or leads 220' or longer

GROUP 4: Crane with boom and jib or leads 140' or longer

GROUP 5: Crane with boom and jib or leads 120' or longer

GROUP 6: Regular crane operator, and concrete pump with boom operator

GROUP 7: Backhoe/Excavator/Trackhoe, bobcat/skid Loader, broom/sweeper, bulldozer, grader/blade, highlift, hoist, loader, roller, scraper, tractor & trencher

GROUP 8: Forklift & extend-a-boom forklift

GROUP 9: Oiler

-----  
IRON0025-019 06/01/2018

	Rates	Fringes
IRONWORKER		
REINFORCING.....	\$ 28.48	27.74
STRUCTURAL.....	\$ 35.52	28.65

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\* LAB00334-005 06/01/2019

	Rates	Fringes
LABORER: Landscape & Irrigation		
GROUP 1.....	\$ 20.75	7.10
GROUP 2.....	\$ 18.75	7.10

CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator, lawn sprinkler installer, skidsteer (or equivalent)

GROUP 2: Landscape laborer: small power tool operator, material mover, truck driver and lawn sprinkler installer tender

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\* LAB00499-005 08/01/2019

	Rates	Fringes
LABORER		
Common or General; Grade Checker; Sandblaster.....	\$ 29.37	4.40
Mason Tender - Brick; Mason Tender - Cement/Concrete.....	\$ 29.58	4.40
Pipelayer.....	\$ 29.71	4.40

PAIN0022-003 06/01/2015

	Rates	Fringes
PAINTER: Brush and Roller.....	\$ 26.06	17.66
PAINTER: Drywall Finishing/Taping.....	\$ 27.05	18.26
PAINTER: Spray.....	\$ 26.86	17.66

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PAIN0357-002 06/01/2017

	Rates	Fringes
GLAZIER.....	\$ 31.72	18.71

PAID HOLIDAYS: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day; provided that the employee has worked the last full regular scheduled work day prior to the holiday, and the first full regular scheduled work day following the holiday, provided the employee is physically able to work.

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PLAS0514-006 06/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.47	13.81

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PLUM0190-004 06/01/2019

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation; Excluding HVAC System Installation).....	\$ 42.26	23.24
PLUMBER, Excludes HVAC Pipe and Unit Installation.....	\$ 42.26	23.24

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ROOF0070-001 06/01/2019

	Rates	Fringes
ROOFER.....	\$ 33.67	17.28

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SFMI0704-001 01/01/2019

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 43.65	27.27

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SHEE0080-001 07/01/2018

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct and Unit Installation.....	\$ 41.05	26.66

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TEAM0247-001 06/01/2018

	Rates	Fringes
TRUCK DRIVER		
GROUP 1		
Flatbed; Pickup; Dump & Tandem.....	\$ 26.71	0.70+a
GROUP 2		
Semi.....	\$ 26.86	0.70+a
GROUP 3		
Lowboy.....	\$ 26.96	0.70+a

PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If any of the above holidays fall on a Sunday, the following Monday shall be considered the holiday and, if work is performed, the rate shall be double time.

FOOTNOTE:

a. \$456.70 per week, plus \$67.10 per day.



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SUMI2011-025 02/01/2011

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 18.48	7.93
TRUCK DRIVER: Tractor Haul		
Truck.....	\$ 13.57	1.18

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://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.

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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.

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END OF GENERAL DECISION"

## SECTION 01 10 00

### SUMMARY

#### PART 1 - GENERAL

##### 1.1 SUMMARY

###### A. Section Includes:

1. Contract description.
2. Specification conventions.

##### 1.2 CONTRACT DESCRIPTION

- A. These contract documents contain a Base Bid and an Alternate No. 1. The work to be performed will be determined upon contract award. Descriptions of the Base Bid and Alternate No. 1 are below:
1. Base Bid: This project includes removal of existing flooring tiles and wall base, and installation of new sheet vinyl flooring, coating, and wall base. It is not necessary to completely remove all mastic adhesive. However, the mastic adhesive is known to contain asbestos and some tiles are presumed to contain asbestos, therefore abatement will be required. Surface preparation will be required prior to placement of new sheet vinyl flooring, as described in Section 09 65 16.23 – Vinyl Sheet Flooring.
  2. Alternate No. 1: This project includes removal of existing flooring tiles, mastic adhesive, and wall base, and installation of new sheet vinyl flooring, coating, and wall base. The mastic adhesive is known to contain asbestos and some of the tiles are presumed to contain asbestos, therefore abatement will be required. Surface preparation will be required prior to placement of new sheet vinyl flooring, as described in Section 09 65 16.23 – Vinyl Sheet Flooring.
- B. For both the Base Bid and Alternate No. 1, the limits of work are indicated in the plan drawings. The locations include:
1. Hallways in the 300 Wing (North)
  2. Room 303
  3. Lobby
  4. Hallways in the 200 Wing (South)
  5. Room 202 Kitchen
  6. Room 203
  7. Hallways in the 100 Wing (East)
  8. East end of Gymnasium
  9. Gymnasium Storage
  10. Men's Locker Room Storage
  11. Room 101
- C. Perform Work of Contract under lump sum Contract with Owner according to Conditions of Contract.



### 1.3 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

## 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.
- E. Alternates.

##### 1.2 APPLICATION FOR PAYMENT

- A. Submit three copies of each Application for Payment on AIA G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet for G702.
- 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.

##### 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 AIA G716 - Request for Information for requesting interpretations.

2. Architect/Engineer may respond with a direct answer on the Request for Interpretation form, Clarification Notice, AIA G710 - Architect's Supplemental Instruction, or Proposal Request.
- 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 AIA G710.
- E. Architect/Engineer may issue Proposal Request 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 3 days.
- F. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation.
- G. 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.
- H. 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.
- I. 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.
- J. Document each quotation for change in Project Cost or Time with sufficient data to allow evaluation of quotation.
- K. Change Order Forms: AIA G701 - Change Order.
- L. Execution of Change Orders: Architect/Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
- M. 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 Owner.
- D. Individual Specification Sections may modify these options or may identify specific formula or percentage sum/price reduction.
- E. Authority of Architect/Engineer to assess defects and identify payment adjustments is final.
- F. 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 ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in Owner-Contractor Agreement. The Owner-Contractor Agreement may identify certain Alternates to remain an Owner option for a stipulated period of time.
- B. Coordinate related Work and modify surrounding Work. Description for each Alternate is recognized to be abbreviated but requires that each change shall be complete for scope of Work affected.
  - 1. Coordinate related requirements among Specification Sections as required.
  - 2. Include as part of each Alternate: Miscellaneous devices, appurtenances, and similar items incidental to or necessary for complete installation.
  - 3. Coordinate Alternate with adjacent Work and modify or adjust as necessary to ensure integration.
- C. Schedule of Alternates:
  - 1. Alternate No. 1:
    - a. Base Bid Item (Existing Mastic to Remain): Section 02 06 00: Partial Building Demolition.
      - 1) As Written
    - b. Alternate Item (Includes Mastic Removal): Section 02 06 00: Partial Building Demolition.
      - 1) Remove Section 3.5.A in its entirety and replace with the following:

- A. ***Demolition: Demolish interior floor tile and underlying mastic completely as indicated. Use methods required to complete Work within limitations of governing regulations and as follows:***
1. ***Locate demolition equipment throughout the building and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.***
  2. ***Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.***

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

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 10 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 three copies 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

## SECTION 01 30 00

### ADMINISTRATIVE REQUIREMENTS

#### PART 1 - GENERAL

##### 1.1 SECTION INCLUDES

- A. Coordination and Project conditions.
- B. Preconstruction meeting.
- C. 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.
- B. Coordination Meetings: In addition to other meetings specified in this Section, hold coordination meetings with personnel and Subcontractors to ensure coordination of Work.
- C. Coordinate completion and clean-up of Work of separate Sections in preparation for Substantial Completion and for portions of Work designated for Owner's occupancy.
- D. 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. Owner will schedule and preside over meeting after Notice of Award.
- B. Attendance Required: Architect/Engineer, Owner, appropriate governmental agency representatives, Construction Manager, major Subcontractors, and Contractor.
- C. Minimum Agenda:
  - 1. Submission of executed bonds and insurance certificates.
  - 2. Submission of documents required by Washtenaw County Community Development Block Grant Program.
  - 3. Distribution of Contract Documents.
  - 4. Submission of list of Subcontractors, list of products, schedule of values, and Progress Schedule.
  - 5. Designation of personnel representing parties in Contract, and Architect/Engineer.
  - 6. Communication procedures.

7. Procedures and processing of requests for interpretations, field decisions, field orders, submittals, substitutions, Applications for Payments, proposal request, Change Orders, and Contract closeout procedures.
  8. Scheduling.
  9. Critical Work sequencing.
- D. Contractor: Record minutes and distribute to participants within two days after meeting, to Architect/Engineer, Owner, and those affected by decisions made.

## PART 2 - PRODUCTS - Not Used

## PART 3 - EXECUTION

### 3.1 ALTERATION PROCEDURES

- A. Materials: As specified in product Sections; match existing products with new products for patching and extending Work.
- B. Employ skilled and experienced installer to perform alteration and renovation Work.
- C. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion. Comply with Section 01 70 00 - Execution and Closeout Requirements
- D. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- E. Remove debris and abandoned items from area and from concealed spaces.
- F. Prepare surface and remove surface finishes to permit installation of new Work and finishes.
- G. Close openings in exterior surfaces to protect existing Work from weather and extremes of temperature and humidity.
- H. Remove, cut, and patch Work to minimize damage and to permit restoring products and finishes to original condition.
- I. Refinish existing visible surfaces to remain in renovated rooms and spaces, to renewed condition for each material, with neat transition to adjacent finishes.
- J. Where new Work abuts or aligns with existing Work, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
- K. When finished surfaces are cut so that smooth transition with new Work is not possible, terminate existing surface along straight line at natural line of division and submit recommendation to Architect/Engineer for review.

- L. Where change of plane of 1/4 inch or more occurs, submit recommendation for providing smooth transition to Architect/Engineer for review.
- M. Patch or replace portions of existing surfaces that are damaged, lifted, discolored, or showing other imperfections.
- N. Finish surfaces as specified in individual product Sections.

END OF SECTION

SECTION 01 33 00  
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Definitions.
- B. Submittal procedures.
- C. Proposed product list.
- D. Product data.
- E. Samples.
- F. Other submittals.
- G. Test reports.
- H. Certificates.
- I. Manufacturer's instructions.
- J. 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 AIA G810 - Transmittal Letter.
- 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 5 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 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.

#### 1.5 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.



## 1.6 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.
- 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.

## 1.7 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.

## 1.8 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.

## 1.9 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.

#### 1.10 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.

#### 1.11 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.
- E. Owner may withhold monies due to Contractor to cover additional costs beyond the second submittal review.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 01 40 00  
QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Quality control.
- B. Tolerances.
- C. References.

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.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

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.

1.3 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products according to manufacturer's instructions.
- B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
- C. 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. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- F. Provide equipment and personnel to store products; use methods to prevent soiling, disfigurement, or damage.
- G. 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



## SECTION 01 70 00

### EXECUTION AND CLOSEOUT REQUIREMENTS

#### PART 1 - GENERAL

##### 1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Operation and maintenance data.
- C. Manual for materials and finishes.
- D. Product warranties and product bonds.
- E. Examination.
- F. Preparation.
- G. Execution.
- H. Protecting installed construction.
- I. Final cleaning.

##### 1.2 CLOSEOUT PROCEDURES

- A. 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.

- e. Contractor affidavit of release of liens on AIA G706A - Contractor's Affidavit of Release of Liens.
  - f. Consent of surety to final payment on AIA G707 - Consent of Surety to Final Payment Form.
  - g. Asbestos Clearance Certification from a third-party licensed State of Michigan Asbestos Inspector.
  - h. Copy of Asbestos Abatement Contractor's Asbestos Abatement License.
  - i. Copy of Michigan EGLE/LARA 10-Day Notice of Intent to Renovate/Demolish OR Abatement Contractor Letter explaining the reason that the notice was not necessary according to NESHAP requirements.
  - j. Landfill Manifest at the time that abated Asbestos was disposed.
3. Perform final cleaning for Contractor-soiled areas according to this Section.

B. Final Completion Inspection:

- 1. Within 3 days after receipt of request for final inspection, Owner will make inspection to determine whether Work or designated portion is complete.
- 2. Should Owner consider Work to be incomplete or defective:
  - a. Owner will promptly notify Contractor in writing, listing incomplete or defective Work.
  - b. Contractor shall remedy stated deficiencies and send second written request to Owner that Work is complete.
  - c. Owner will reinspect Work.
  - d. Redo and Inspection of Deficient Work: Repeated until Work passes Owner's inspection.

1.3 MANUAL FOR MATERIALS AND FINISHES

- A. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations.
- B. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- C. Additional Requirements: As specified in individual product Specification Sections.

1.4 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. Include table of contents and assemble in three D side ring binder with durable plastic cover.
- F. Submit prior to final Application for Payment.
- G. 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.

END OF SECTION

## SECTION 02 06 00

### PARTIAL BUILDING DEMOLITION

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Demolition and removal of floor finishes.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Section 01 20 00 – Price and Payment Procedures
  - 2. Section 01 70 00 – Execution and Closeout Requirements

##### 1.3 DEFINITIONS

- A. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain the Owner's property.
- B. Existing to Remain: Protect construction indicated to remain against damage and soiling during demolition. When permitted by the Owner, items may be removed to a suitable, protected storage location during demolition and then cleaned and reinstalled in their original locations.

##### 1.4 MATERIAL OWNERSHIP

- A. Except for items or materials indicated to be reused, salvaged, or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.

##### 1.5 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections, for information only, unless otherwise indicated.
- B. Schedule of demolition activities indicating the following:
  - 1. Detailed sequence of demolition and removal work, with starting and ending dates for each activity.
- C. Photographs or videotape, sufficiently detailed, of existing conditions of adjoining construction and site improvements that might be misconstrued as damage caused by demolition operations.



- D. Record drawings at Project closeout according to Division 1 Section "Contract Closeout."
  - 1. Not required
- E. Landfill Manifest for record purposes indicating receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.
- F. Copy of Michigan EGLE/LARA 10-Day Notice of Intent to Renovate/Demolish OR Abatement Contractor Letter explaining the reason that the notice was not necessary according to NESHAP requirements.
- G. Asbestos Abatement Contractor's Asbestos Abatement License.

#### 1.6 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: Engage an experienced firm that has successfully completed demolition Work similar to that indicated for this Project.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before starting demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

#### 1.7 PROJECT CONDITIONS

- A. Areas to be demolished will be vacated and their use discontinued before start of Work.
- B. Owner assumes no responsibility for actual condition of buildings to be demolished.
  - 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Asbestos: Asbestos will be encountered in the course of this Contract. Contractor shall employ a licensed Abatement Contractor to remove asbestos prior to beginning work. See Analysis Report in the Appendix
  - 1. Known asbestos containing materials identified:
    - a. Approximately 9,000 sq.ft. of non-friable asbestos containing floor tile and associated adhesive.
  - 2. Engineering controls:
    - a. Construct a negative pressure enclosure.
    - b. Remove floor tile via mechanical or by use of hand tools.
    - c. Wet grind floor tile adhesive.
  - 3. Other materials to be removed:
    - a. None
  - 4. Project requirements:
    - a. Materials listed in base bid must be removed by an accredited asbestos abatement contractor licensed in the State of MI.
    - b. Contractor responsible to sub-contract third party air monitoring (clearance testing)
    - c. All waste must be manifested and disposed of in a type II landfill.
    - d. All work performed must meet current regulating agency standards.
    - e. Contractors are responsible to verify quantities of materials listed.

## PART 2 - PRODUCTS – Not Applicable

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Survey existing conditions and correlate with requirements indicated to determine extent of demolition required.
- B. Identify locations for the use of a negative pressure enclosure.
- C. Identify alternate routes for employees or customers.

### 3.2 PREPARATION

- A. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
  - 1. Do not close or obstruct corridors or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- B. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around demolition area.
  - 1. Protect existing site improvements, appurtenances, and landscaping to remain.

### 3.3 EXPLOSIVES

- A. Explosives: Use of explosives will not be permitted.

### 3.4 POLLUTION CONTROLS

- A. Use temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.
- B. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- C. Clean adjacent buildings and improvements of dust, dirt, and debris caused by demolition operations. Return adjacent areas to condition existing before start of demolition.

### 3.5 DEMOLITION

- A. Demolition: Demolish interior floor tile completely as indicated. Use methods required to complete Work within limitations of governing regulations and as follows:
  - 1. Locate demolition equipment throughout the building and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

2. Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.
3. Article 3.5.A of this Section applies to the Base Bid and is revised for Alternate No. 1. See section 01 20 00 – Price and Payment Procedures.

B. Damages: Promptly repair damages to adjacent facilities caused by demolition operations.

### 3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.

B. Burning: Do not burn demolished materials.

C. Disposal: Dispose of demolished materials at a designated type II landfill.

END OF SECTION

## SECTION 09 65 16.23

### RESILIENT FLOORING - VINYL SHEET FLOORING

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Flooring and accessories as shown on the drawings and schedules and as indicated by the requirements of this section.
- B. RELATED DOCUMENTS
  - 1. Drawings and General Provisions of the Contract (including General and Supplementary Conditions and Division 1 sections) apply to the work of this section.

##### 1.2 REFERENCES

- A. Armstrong Flooring Technical Manuals
  - 1. Armstrong Flooring Guaranteed Installation Systems manual, F-5061
  - 2. Armstrong Flooring Maintenance Recommendations and Procedures, manual, F-8663
- B. ASTM International:
  - 1. ASTM E 648 Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source
  - 2. ASTM E 662 Standard Test Method for Specific Optical Density of Smoke Generated by Solid Materials
  - 3. ASTM F 710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring
  - 4. ASTM F 1482, Standard Guide to Wood Underlayment Products Available for Use Under Resilient Flooring
  - 5. ASTM F 1861 Standard Specification for Resilient Wall Base
  - 6. ASTM F 1869 Standard Test Method for Measuring Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride
  - 7. ASTM F 1913 Standard Specification for Vinyl Sheet Floor Covering Without Backing
  - 8. ASTM F 2170 Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes
- C. National Fire Protection Association (NFPA):
  - 1. NFPA 253 Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source
  - 2. NFPA 258 Standard Test Method for Measuring the Smoke Generated by Solid Materials

##### 1.3 SYSTEM DESCRIPTION

- A. Performance Requirements: Provide flooring which has been manufactured, fabricated and installed to performance criteria certified by manufacturer without defects, damage, or failure.

B. Administrative Requirements

1. Pre-installation Meeting: Conduct an on-site pre-installation meeting to verify project requirements, substrate conditions, manufacturer's installation instructions and manufacturer's warranty requirements. Comply with Division 1 Project Management and Coordination (Project Meetings) Section.

C. Pre-installation Testing: Conduct pre-installation testing as follows:

1. Moisture tests shall be conducted for every 1,500 square feet of flooring area.

D. Sequencing and Scheduling

1. Install flooring and accessories after the other finishing operations, including painting, have been completed. Close spaces to traffic during the installation of the flooring.
2. Do not install flooring over concrete slabs until they are sufficiently dry to achieve a bond with the adhesive, in accordance with the manufacturer's recommended bond, moisture tests and pH test.

#### 1.4 SUBMITTALS

- A. Submit shop drawings, seaming plan, coving details, and manufacturer's technical data, installation and maintenance instructions (latest edition of Armstrong Flooring Guaranteed Installation Systems manual, F-5061.) for flooring and accessories.
- B. Submit the manufacturer's standard samples showing the available colors for flooring, welding rods, and applicable accessories.
- C. Submit Safety Data Sheets (SDS) available for adhesives, weld rod, moisture mitigation systems, primers, patching/leveling compounds, floor finishes (polishes) and cleaning agents and Material Information Sheets for flooring products.
- D. If required, submit the manufacturer's certification that the flooring has been tested by an independent laboratory and complies with the required fire tests.
- E. Closeout Submittals: Submit the following:
  1. Operation and Maintenance Data: Operation and maintenance data for installed products in accordance with Division 1 Closeout Submittals (Maintenance Data and Operation Data) Section. Include methods for maintaining installed products, and precautions against cleaning materials and methods detrimental to finishes and performance.
  2. Warranty: Warranty documents specified herein.

#### 1.5 QUALITY ASSURANCE

- A. Single-Source Responsibility: provide types of flooring and accessories supplied by one manufacturer, including moisture mitigation systems, primers, leveling and patching compounds, and adhesives.
- B. Select an installer who is experienced and competent in the installation of Armstrong resilient sheet flooring using heat-welded seams and the use of Armstrong Flooring subfloor preparation products.

1. Engage installers certified as Armstrong Commercial Flooring Certified Install
  2. Confirm installer's certification by requesting their credentials
- C. Fire Performance Characteristics: Provide resilient vinyl sheet flooring with the following fire performance characteristics as determined by testing material in accordance with ASTM test methods indicated below by a certified testing laboratory or other testing agency acceptable to authorities having jurisdiction:
1. ASTM E 648 Critical Radiant Flux of 0.45 watts per sq. cm. or greater, Class I
  2. ASTM E 662 (Smoke Generation) Maximum Specific Optical Density of 450 or less
  3. CAN/ULC-S102.2 – Flame Spread Rating and Smoke Developed – Results as tested

#### 1.6 DELIVERY, STORAGE AND HANDLING

- A. Comply with Division 1 Product Requirements Sections
- B. Comply with manufacturer's ordering instructions and lead time requirements to avoid construction delays.
- C. Deliver materials in good condition to the jobsite in the manufacturer's original unopened containers that bear the name and brand of the manufacturer, project identification, and shipping and handling instructions.
- D. Store materials in a clean, dry, enclosed space off the ground, protected from harmful weather conditions and at temperature and humidity conditions recommended by the manufacturer. Protect adhesives from freezing. Store flooring, adhesives and accessories in the spaces where they will be installed for at least 48 hours before beginning installation.

#### 1.7 PROJECT CONDITIONS

- A. Maintain a minimum temperature in the spaces to receive the flooring and accessories of 65°F (18°C) and a maximum temperature of [100°F (38°C)][85°F (29°C)] for at least 48 hours before, during, and for not less than 48 hours after installation. Thereafter, maintain a minimum temperature of 55°F (13°C) in areas where work is completed. Protect all materials from the direct flow of heat from hot-air registers, radiators, or other heating fixtures and appliances. Refer to the Armstrong Flooring Guaranteed Installations Systems manual, F-5061 for a complete guide on project conditions.

#### 1.8 LIMITED WARRANTY

- A. Resilient Flooring System: Submit a written warranty executed by the manufacturer, agreeing to repair or replace system (subfloor preparation products, adhesive, and floor covering) that fails within the warranty period.
- B. Limited Warranty Period: 10 years
- C. The Limited Warranty shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and will be in addition to and run concurrent with other warranties made by the Contractor under the requirements of the Contract Documents.



- D. For the Limited Warranty to be valid, this product is required to be installed using the appropriate Armstrong Flooring Guaranteed Installation System. Product installed not using the specific instructions from the Guaranteed Installation System will void the warranty.

#### 1.9 EXTENDED SYSTEM LIMITED WARRANTY

- A. Resilient Flooring System: Submit a written warranty executed by the manufacturer, agreeing to repair or replace system (subfloor preparation products, adhesive, and floor covering) that fails within the warranty period.
- B. Limited Warranty Period: 10 years on top of the Resilient Flooring Limited Warranty
- C. S-453 Level Strong™ cement based self-leveling compound and S-452 Seal Strong™ two part moisture mitigation system
- D. The installation of an Armstrong Flooring product along with the recommended Armstrong Flooring adhesive, as well as any one of the Strong System subfloor preparation products listed above, provides 10 additional years of limited warranty coverage. The Strong System limited warranty covers the installation integrity for the length of the flooring product warranty plus 10 years. In order to qualify for the Strong System Warranty, any subfloor preparation product needed for an installation must be an Armstrong Flooring product.
- E. For the System Limited Warranty to be valid, this product is required to be installed using the appropriate Armstrong Flooring Guaranteed Installation System. Product installed not using the specific instructions from the Guaranteed Installation System will void the warranty.
- F. When Armstrong Flooring Strong System subfloor preparation products are used with other manufacturers' floor coverings, adhesives, or other subfloor preparation products, Armstrong Flooring warrants our products to be free from manufacturing defects from the date of purchase through the limited warranty period of 15 years.

#### 1.10 MAINTENANCE

- A. Extra Materials: Deliver extra materials to Owner. Furnish extra materials from same production run as products installed. Packaged with protective covering for storage and identified with appropriate labels.
  - 1. Quantity: Furnish quantity of flooring units equal to 10% of amount installed.
  - 2. Deliver, Storage and Protection: Comply with Owner's requirements for delivery, storage and protection of extra material.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURER

- A. Resilient sheet flooring, wall base, adhesives and subfloor preparation products and accessories:
  - 1. Armstrong Flooring Inc., 2500 Columbia Avenue, Lancaster, PA 17603  
[www.armstrongflooring.com/commercial](http://www.armstrongflooring.com/commercial)
  - 2. No substitutions

## 2.2 RESILIENT SHEET FLOORING MATERIALS

- A. Provide Homogeneous Sheet Vinyl Flooring: ColorArt™ Medintone™ with Diamond 10® Coating manufactured by Armstrong Flooring Inc.
  - 1. Description: An unbacked, nonlayered, homogeneous sheet vinyl flooring. Protected by a diamond-infused UV-cured polyurethane finish, the colors and pattern detail are dispersed uniformly throughout the thickness of the product. Color pigments are insoluble in water and resistant to cleaning agents and light.
  - 2. Homogeneous sheet flooring shall conform to the requirements of ASTM F1913 Standard Specification for Vinyl Sheet Floor Covering Without Backing
  - 3. Colors:
    - a. H5300 – Cool White
    - b. H5350 – Indigo Mid
    - c. H5436 – Maize Yellow
    - d. H5362 – Refresh Green Mid
  - 4. Width: 6 ft. 7 in. (2.0 m).
  - 5. Length: up to 65.6 lineal feet (20 meters)
  - 6. Thickness: 0.080 in. (2.0 mm)
- B. Seam Adhesive:
  - 1. Provide Armstrong Flooring S-761 Seam Adhesive at seams as recommended by the resilient flooring manufacturer.

## 2.3 PRODUCT SUBSTITUTION

- A. Substitutions: No substitutions permitted because of the specific attributes listed in Section 2.02.

## 2.4 WALL BASE MATERIALS

- A. For top set wall base: Provide 1/8 in. (3.2 mm) thick, 6 in. (15.24 cm) high Armstrong Flooring Color-Integrated Wall Base with a matte finish, conforming to ASTM F 1861, Type TV - Vinyl, Thermoplastic, Group 1 - Solid, Style B – Cove

## 2.5 ADHESIVES

- A. Provide Armstrong S-599 Vinyl Sheet Flooring Adhesive Premium Commercial adhesive for field areas and Armstrong S-725 Wall Base Adhesive at the wall base as recommended by the flooring manufacturer.
- B. Provide Armstrong S-543 Commercial Sheet Flooring and LVT Adhesive for field areas and Armstrong S-725 Wall Base Adhesive at the wall base as recommended by the flooring manufacturer

## 2.6 ACCESSORIES

- A. For patching, smoothing, and leveling monolithic subfloors (concrete, terrazzo, quarry tile, ceramic tile, and certain metals), provide Armstrong S-184 Fast-Setting Cement-Based Patch and Underlayment.

- B. For priming porous substrates to aid in adhesive bond strength and reducing subfloor porosity, provide S-454 Prime Strong™ acrylic primer for porous substrates. For non-porous substrates, provide S-455 Prime Strong™ acrylic primer for non-porous substrates.
- C. For creating a moisture barrier, provide S-452 Seal Strong™ two part moisture mitigation system.
- D. For sealing joints between the top of wall base or integral cove cap and irregular wall surfaces such as masonry, provide plastic filler applied according to the manufacturer's recommendations.
- E. Provide transition/reducing strips tapered to meet abutting materials.
- F. Provide threshold of thickness and width as shown on the drawings.
- G. Provide resilient edge strips of width shown on the drawings, of equal gauge to the flooring, homogeneous vinyl or rubber composition, tapered or bullnose edge, with color to match or contrast with the flooring, or as selected by the Architect from standard colors available.
- H. Provide metal edge strips of width shown on the drawings and of required thickness to protect exposed edges of the flooring. Provide units of maximum available length to minimize the number of joints. Use butt-type metal edge strips for concealed anchorage, or overlap-type metal edge strips for exposed anchorage. Unless otherwise shown, provide strips made of extruded aluminum with a mill finish.

## PART 3 - EXECUTION

### 3.1 MANUFACTURER'S INSTRUCTIONS

- A. Compliance: Comply with manufacturer's product data, including technical bulletins, product catalog, installation instructions, and product carton instructions for installation and maintenance procedures as needed.

### 3.2 EXAMINATION

- A. Site Verification of Conditions: Verify substrate conditions (which have been previously installed under other sections) are acceptable for product installation in accordance with manufacturer's instructions (i.e. moisture tests, bond test, pH test, etc.).
- B. Visually inspect flooring materials, adhesives and accessories prior to installation. Flooring material with visual defects shall not be installed and shall not be considered as a legitimate claim.
- C. Examine subfloors prior to installation to determine that surfaces are smooth and free from cracks, holes, ridges, and other defects that might prevent adhesive bond or impair durability or appearance of the flooring material.
- D. Inspect subfloors prior to installation to determine that surfaces are free from curing, sealing, parting and hardening compounds; residual adhesives; adhesive removers; and other foreign

materials that might prevent adhesive bond. Visually inspect for evidence of moisture, alkaline salts, carbonation, dusting, mold, or mildew.

- E. Report conditions contrary to contract requirements that would prevent a proper installation. Do not proceed with the installation until unsatisfactory conditions have been corrected.
- F. Failure to call attention to defects or imperfections will be construed as acceptance and approval of the subfloor. Installation indicates acceptance of substrates with regard to conditions existing at the time of installation.

### 3.3 PREPARATION

- A. Subfloor Preparation: Smooth concrete surfaces, removing rough areas, projections, ridges, and bumps, and filling low spots, control or construction joints, and other defects with Armstrong Flooring S-184 Fast-Setting Cement-Based Patch and Underlayment S-453 Level Strong™ cement based self-leveling compound as recommended by the flooring manufacturer. Refer to Armstrong Flooring Guaranteed Installation Systems manual, F-5061 and ASTM F 710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring for additional information on subfloor preparation.
- B. Subfloor Preparation Moisture Mitigation: Smooth concrete surfaces, removing rough areas, projections, ridges, and bumps, and filling low spots, control or construction joints, mitigate moisture and other defects with Armstrong Flooring S-184 Fast-Setting Cement-Based Patch and Underlayment or S-453 Level Strong™ cement based self-leveling compound S-452 Seal Strong™ two part moisture mitigation system as recommended by the flooring manufacturer. Refer to Armstrong Flooring Guaranteed Installation Systems manual, F-5061 and ASTM F 710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring for additional information on subfloor preparation.
- C. Subfloor Cleaning: The surface shall be free of dust, solvents, varnish, paint, wax, oil, grease, sealers, release agents, curing compounds, adhesive removers and other foreign materials that might affect the adhesion of resilient flooring to the concrete or cause a discoloration of the flooring from below. Avoid organic solvents. Spray paints, permanent markers and other indelible ink markers must not be used to write on the back of the flooring material or used to mark the concrete slab as they could bleed through, telegraphing up to the surface and permanently staining the flooring material. If these contaminants are present on the substrate they must be mechanically removed prior to the installation of the flooring material. Refer to the Armstrong Flooring Guaranteed Installation Systems manual, F-5061 and ASTM F 710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring for additional information on subfloor preparation.
- D. If the Agreement includes Alternate No. 1 from the Bidding Documents, contractor shall, in addition to the work included in Section 3.3.C., remove residual adhesives as recommended by the flooring manufacturer. Remove curing and hardening compounds not compatible with the adhesives used, as indicated by a bond test or by the compound manufacturer's recommendations for flooring.
- E. Perform subfloor moisture testing in accordance with ASTM F 2170, Standard Test Method for Determining Relative Humidity in Concrete Slabs Using *in-situ* Probes or ASTM F

1869, Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride and Bond Tests as described in publication F-5061, Armstrong Flooring Guaranteed Installation Systems, manual, to determine if surfaces are dry; free of curing and hardening compounds, old adhesive, and other coatings; and ready to receive flooring. Internal relative humidity of the concrete shall not exceed 90%, MVER shall not exceed 5 lbs./1000 sq. ft./24 hrs. On installations where both the Percent Relative Humidity and the Moisture Vapor Emission Rate tests are conducted, results for both tests shall comply with the allowable limits listed above. Do not proceed with flooring installation until results of moisture tests are acceptable. All test results shall be documented and retained

1. Moisture tests shall be conducted for every 1,500 square feet of flooring area.

- F. Concrete pH Testing: Perform pH tests on concrete floors regardless of their age or grade level. All test results shall be documented and retained.
- G. Wood subfloors: Armstrong resilient floors are recommended on suspended wood subfloors with a 1/4" underlayment (see product installation systems for exceptions) and a minimum of 18" of well-ventilated air space below. Armstrong Flooring does not recommend installing resilient flooring on wood subfloors applied directly over concrete or on sleeper-construction subfloors. Loading requirements for subfloors are normally set by various building codes on both local and national levels. Trade associations such as APA–The Engineered Wood Association provide structural guidelines for meeting various code requirements. Subfloor panels are commonly marked with span ratings showing the maximum center-to-center spacing in inches of supports over which the panels should be placed.
1. Refer to the Armstrong Flooring Guaranteed Installation Systems manual, F-5061 for additional information.
- H. Wood subfloors - Surface Cleaning: Make subfloor free from dust, dirt, grease, and all foreign materials:
1. Check panels for sources of discoloration such as contamination from paint, varnish, stain overspray or spills, plumbing sealers, asphalt, heater fuel, markers or potential staining agents such as wood or bark not visible on the surface, edge sealers, logo markings, printed nail patterns and synthetic patches.
  2. Remove old adhesive.
  3. Cover adhesive, oil or wax residue with an appropriate underlayment. If the residue is tacky, place a layer of felt or polyethylene sheeting over it to prevent a cracking sound when walking on the floor.
  4. Remove all paint, varnish, oil and wax from all subfloors. Many buildings constructed before 1978 contain lead-based paint, which can pose a health hazard if not handled properly. State and federal regulations govern activities that disturb lead-based painted surfaces and may also require notice to building occupants. **Do not remove or sand lead-based paint without consulting a qualified lead professional for guidance on lead-based paint testing and safety precautions.** Armstrong Flooring does not recommend the use of solvents to remove paint, varnish, oil, wax or old adhesive residues because the solvents can remain in the subfloor and negatively affect the new installation. Whenever sanding, be certain the work site is well ventilated and avoid breathing dust. If high dust levels are anticipated, use appropriate National Institute for Occupational Safety and Health (NIOSH) designated dust respirator. All power sanding tools must be equipped with dust collectors. Avoid contact with skin or eyes. Wear gloves, eye protection and long-sleeve, loose fitting clothes

5. For additional information on the installation and preparation of wood and board-type underlayments see the current edition of ASTM F1482, "Standard Practice for Installation and Preparation of Panel Type Underlayments to Receive Resilient Flooring."
6. Vacuum or broom-clean surfaces to be covered immediately before the application of flooring.

### 3.4 INSTALLATION OF FLOORING

- A. Install flooring in strict accordance with the latest edition of Armstrong Flooring Guaranteed Installation Systems manual, F-5061. Failure to comply may result in voiding the manufacturer's warranty listed in Section 1.08.
- B. Install flooring wall to wall before the installation of floor-set cabinets, casework, furniture, equipment, movable partitions, etc. Extend flooring into toe spaces, door recesses, closets, and similar openings as shown on the drawings.
- C. If required, install flooring on pan-type floor access covers. Maintain continuity of color and pattern within pieces of flooring installed on these covers. Adhere flooring to the subfloor around covers and to covers.
- D. Scribe, cut, and fit or flash cove to permanent fixtures, columns, walls, partitions, pipes, outlets, and built-in furniture and cabinets.
- E. Adhere flooring to the subfloor without cracks, voids, raising and puckering at the seams. Roll with a 100-pound (45.36 kilogram) roller in the field areas. Hand-roll flooring at the perimeter and the seams to assure adhesion. Refer to specific rolling instructions of the flooring manufacturer.
- F. Lay flooring to provide a minimum number of seams. Avoid cross seams, filler pieces, and strips. Match edges for color shading and pattern at the seams in compliance with the manufacturer's recommendations.
- G. Install flooring with adhesives, tools, and procedures in strict accordance with the manufacturer's written instructions. Observe the recommended adhesive trowel notching, open times, and working times.
- H. Prepare sealed seams with special seam adhesive supplied for this purpose. Use methods and sequence of work in conformance with written instructions of the flooring manufacturer. Finish all seams flush and free from voids, recesses, and raised areas.

### 3.5 INSTALLATION OF ACCESSORIES

- A. Apply top set wall base to walls, columns, casework, and other permanent fixtures in areas where top-set base is required. Install base in lengths as long as practical, with inside corners fabricated from base materials that are mitered or coped. Tightly bond base to vertical substrate with continuous contact at horizontal and vertical surfaces.
- B. Fill voids with plastic filler along the top edge of the resilient wall base or integral cove cap on masonry surfaces or other similar irregular substrates.



- C. Place resilient edge strips tightly butted to flooring, and secure with adhesive recommended by the edge strip manufacturer. Install edge strips at edges of flooring that would otherwise be exposed.
- D. Apply overlap metal edge strips where shown on the drawings, as required during flooring installation. Secure units to the substrate, complying with the edge strip manufacturer's recommendations.

### 3.6 CLEANING

- A. Perform initial and on-going maintenance according to the latest edition of Armstrong Flooring Maintenance Recommendations and Procedures manual, F-8663.

### 3.7 PROTECTION

- A. Protect installed flooring as recommended by the flooring manufacturer against damage from rolling loads, other trades, or the placement of fixtures and furnishings. (See Finishing The Job in the latest edition of Armstrong Flooring Guaranteed Installation Systems manual, F-5061.)

END OF SECTION

# Appendix A



September 9, 2019

*Transmitted Electronically*

Ms. Karen Lovejoy Roe  
Ypsilanti Township Clerk  
Civic Center  
7200 S. Huron River Dr.  
Ypsilanti, MI 48197

**Re: Hazardous Building Materials Survey  
Ypsilanti Township Community Center  
2025 E. Clark Road, Ypsilanti, Michigan**

Dear Ms. Lovejoy Roe:

Tetra Tech is pleased to present the results of the hazardous building materials survey at the Ypsilanti Township Community Center in Ypsilanti, Michigan. The Community Center is comprised of classrooms, athletic courts, a gymnasium, dance studio, gathering spaces, office spaces, two garages and the Green Oaks golf course pro shop. The survey included inspection and sampling of suspect asbestos containing building materials, lead hazards, and radon gas measurements.

## **SURVEY OF SUSPECT ASBESTOS CONTAINING MATERIALS**

Tetra Tech conducted a site-wide survey of potential asbestos containing building materials. The assessment included a visual inspection, sample collection and laboratory analysis. Information presented in this report includes sample descriptions, sample locations, and material condition. With the exception of the roof and an inaccessible space located in the south hallway, all areas of the building were accessible and allowed for inspection and sample collection. The roofing materials were not surveyed to avoid damage. Descriptions, and quantities of the surveyed materials are presented in **Table 1**. Photographic documentation of all tested materials is provided in **Attachment 1**.

Mr. Nate Jessee completed the survey of potential asbestos containing building materials from June 25-27, 2019. Mr. Jessee is a State of Michigan Asbestos Inspector (#A48799). The survey was completed pursuant to the United States Environmental Protection Agency (EPA) National Emission Standards for Hazardous Air Pollutants (NESHAP) promulgated under the Clean Air Act (40 CFR Part 61).

### **Regulation Summary of Asbestos Containing Materials**

Asbestos is a naturally occurring silicate mineral that is readily separated into fibers that are durable, heat resistant, and chemically stable. These fibers were added to a wide variety of building materials such as glues, binders, fabric, insulation, wallboard, roofing, vinyl, linoleum, cement, and plaster to enhance strength and provide fire resistivity. More than 3,000 products have been identified as containing asbestos. The EPA defines asbestos containing material (ACM) as any material comprised of 1% or more asbestos by volume as determined by polarized light microscopy.

Typically, suspect ACMs are identified as homogeneous areas (HA) if they appear to be similar in terms of material, color, texture, age, and application within a single functional space.

The EPA identifies three categories of ACM for building inspections. Each type of ACM has specific sampling requirements based on the amount of material.

- Surfacing materials (S): ACM that is sprayed or troweled on surfaces, including plaster and fireproofing insulation.
- Thermal System Insulation (TSI): Insulation to inhibit heat transfer on pipes, boilers, tanks, and ducts. TSI includes pipe wrap, block, batt and blanket insulation, cements and muds, and a variety of other materials.
- Miscellaneous Materials (MM): All other materials such as floor tile, ceiling tile, roofing materials, siding, fabrics, etc.

The EPA classifies ACM as either friable or non-friable. Friable materials can be crumbled, pulverized, or reduced to powder by hand when dry. There are two classifications of non-friable ACM materials: Category I non-friable and Category II non-friable. Category I non-friable ACM is any asbestos-containing packing, gasket, resilient floor covering or asphalt roofing product. All other non-friable ACM are considered Category II non-friable. Subpart M of the EPA NESHAP regulations specify the following as regulated ACM (RACM):

- Friable asbestos material,
- Category I non-friable ACM that has become friable (such as resilient flooring coverings and roofing materials),
- Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting or abrading, or
- Category II non-friable ACM (such as asbestos cement products) that has a high probability of becoming friable or has become friable by the forces expected to act on the material in the course of demolition or renovation operations.

In accordance with federal and state air quality statutes, all RACM must be removed from any structure prior to demolition or renovation if the combined amount of RACM is at least 260 linear feet on pipes or 160 square feet on other facility components and disposed of at a licensed Type II landfill. Only notification requirements must be met if the RACM quantities are below these thresholds. Category II ACMs may remain in place and disposed of as construction waste so long as it will not become friable.

### **Sampling Methods and Results**

Tetra Tech identified 44 suspect ACMs and collected a total of 111 samples for analysis by Polarized Light Microscopy (PLM) using EPA Method 600/R-93/116 by EMSL Analytical, Inc. The laboratory maintains current National Institute for Standards and Technology (NIST, formerly the National Bureau of Standards) National Voluntary Laboratory Accreditation Program (NVLAP) accreditation. EMSL analyzed multiple layers in each sample, if present (i.e., floor tile and underlying mastic), for a total of 165 laboratory results.

**Table 1** provides a summary of sample names, the type and description of all suspect ACM, and analytical results. Photographs are presented as **Attachment 1** and the laboratory report is included as **Attachment 2**. The locations of materials with detected or presumed asbestos are depicted on **Figure 1**.

The following table is a summary of materials with detected or presumed asbestos.

**Summary of Materials with Detected Asbestos**

HA <sup>1</sup>	HA Description	Condition <sup>2</sup>	F/NF <sup>3</sup>	Location	Asbestos Result	Quantity <sup>4</sup>
HA-01	12" x 12" White Floor Tile (w/ Gray Streaks and Flecks) with Black Mastic, Leveler	Good	NF/II	Throughout (See Table 1 for Detailed Locations)	2% (Mastic /Leveler)	5,000 Sq. Ft.
HA-04	12" x 12" Blue Floor Tile (w/ White and Gray Streaks and Flecks) with Black Mastic, Leveler	Good	NF/I (Tile) NF/II (Mastic)	East Hallway	Presumed (Not Sampled)	50 Sq. Ft.
HA-06	12" x 12" Dark Green Floor Tile (w/ Gray Streaks and Flecks) with Black Mastic, Leveler	Good	NF/I (Tile) NF/II (Mastic)	Hallways and Main Lobby	Presumed (Not Sampled)	50 Sq. Ft.
HA-07	12" x 12" Burgundy Floor Tile (w/ Gray Streaks and Flecks) with Black Mastic, Leveler	Good	NF/I (Tile) NF/II (Mastic)	Hallways and Main Lobby	Presumed (Not Sampled)	50 Sq. Ft.
HA-12	9" x 9" Dark Red Floor Tile with Black Mastic and Leveler	Good	NF/I	Storage	6-8% (Tile Only)	20 Sq. Ft.
HA-17*	Insulated Pipe Straight Runs	Damaged	F	Custodial Closet and H&AC room	65 – 84% (Insulation Only)	45 Ln. Ft.
HA-18*	Mudded Pipe Fittings (Elbows)	Good	F	Custodial Closet, H&AC room	65 – 85% (Insulation Only)	6 Fittings
HA-25	12" x 12" Light Brown Floor Tile (with Light and Dark Streaks and Flecks) and underlying Mastic	Good	NF/I (Tile) NF/II (Mastic)	Main Lobby	Presumed (Not sampled)	100 Sq. Ft.
HA-30	Black Sink Undercoating	Good	NF/II	South Offices	2 – 3%	2 Sq. Ft.
HA-35	9" x 9" Gray Floor Tile with White Streaks and Mastic	Damaged	NF/I	Green Oaks Garage and Pro Shop	7 – 9% (Tile Only)	3,800 Sq. Ft.
HA-36	Oven Hood	Good	NF/II	Room 202 Kitchen	Presumed (Not sampled)	1 Hood
HA-40	Fire Door and Frame	Good	NF/II	Throughout	Presumed (not Sampled)	9 Doors
HA-44	Roofing Materials	Good	NF/I	Rooftop	Presumed (not Sampled)	45,000 Sq. Ft.

- Notes: 1. HA (homogenous area)  
 2. Condition – Good (no or little damage); Damaged (<10% if evenly distributed or <25% if a localized area)  
 3. F (friable); NF(non-friable); I (Category I non-friable); II (Category II non-friable)  
 4. Sq. Ft. (square feet); Ln. Ft. (linear feet)  
 \* Additional material may be found throughout interstitial spaces that could not be assessed at the time of the survey.

Of the 44 materials surveyed, sample results identified 6 of those to be ACM as indicated in **Table 1** and in the summary above. Additionally, 7 other materials surveyed were not sampled and are therefore presumed to contain asbestos. These presumed ACMs include various floor tiles, an oven hood, fire doors and roofing material. These materials were not sampled to avoid damage. All other materials were found to be negative for asbestos content by PLM and are included in **Table 1**.

## LEAD HAZARDS AND RADON GAS

Tetra Tech subcontracted Environmental Testing and Consulting (ETC) to conduct an assessment of lead hazards and to measure radon gas levels at the Ypsilanti Township Community Center. The June 28, 2019 *Combination Lead Based Paint Inspection and Risk Assessment Survey* completed by ETC and the September 4, 2019 *Radon Testing at Ypsilanti Community Center Letter Report* completed by ETC are included as **Attachment 3**.

The lead inspection and risk assessment attempts to identify lead hazards that exist within and around the building. Lead hazards are defined in Title X of the Residential Lead-Based Paint Hazard Reduction Act of 1992. Lead hazards include lead paint in poor or fair condition, lead paint on friction surfaces with lead in associated dust, lead paint on impact surfaces, lead paint on chewable surfaces, lead-contaminated dust, and lead-contaminated soils. ETC completed an assessment of lead hazards using a x-ray fluorescence (XRF) analyzer in accordance with Department of Housing and Urban Development (HUD) guidelines to determine the amount of lead located within each surface tested.

The ETC report identifies many lead hazards in the executive summary table. Each hazard is identified by type (ex: friction or impact surface hazards) and includes a ranking of severity and priority with abatement and interim control options.

In addition, ETC collected two samples in each of two rooms for radon analysis. The laboratory reports are included in the September 4, 2019 *Radon Testing at Ypsilanti Community Center Letter Report* completed by ETC, which is included in as **Attachment 3**. Two samples were collected from the north offices. The radon levels were quantified at 0.9 picocuries per liter (pCi/L) and 0.8 pCi/L. Two additional samples were collected from the utility/boiler room. The radon levels were quantified at 0.8 pCi/L and 0.7 pCi/L. The EPA recommends mitigation for radon levels of 4.0 pCi/L or higher.

## CONCLUSIONS AND RECOMMENDATIONS

This report summarizes results of a survey of ACM, an inspection and risk assessment survey of lead hazards, and an assessment of radon gas.

The ACM survey identified a total of 13 materials as confirmed or presumed ACM. The materials with detected or presumed asbestos have the following management requirements in the event of renovation or demolition:

- HA-01, black mastic and leveler underlying 12” x 12” white floor tile, contains 2% asbestos and is a non-friable Category II ACM. The mastic and leveler is not RACM and is not required to be removed unless there is a high probability of the mastic becoming friable during renovation, demolition, or abatement activities. The overlying tile does not contain asbestos, however, if removed will have ACM mastic and leveler adhered to the underside, and should therefore be handled, containerized, and disposed as ACM.



- HA-04, HA-06, HA-07, and HA-25 are 12 x 12” decorative floor tiles placed among HA-01. The floor tile is presumed to contain asbestos and are therefore non-friable Category I ACM and should be removed prior to renovation or demolition. The underlying mastic (and leveler, if present) are presumed to be the same material underlying HA-01, which contains 2% asbestos. The underlying materials are a non-friable Category II ACM, and is not RACM and is not required to be removed unless there is a high probability of the mastic becoming friable during renovation, demolition, or abatement activities.
- HA-12 and HA-35, 9” x 9” floor tiles (dark red and gray, respectively) with mastic are non-friable Category I ACM (only floor tile contains asbestos) and should be removed prior to renovation or demolition.
- HA-17 and HA-18 are thermal systems insulation, which are friable ACM and classified as RACM. These materials must be abated prior to renovation or demolition of the thermal system.
- HA-30, sink undercoating, is a non-friable Category II ACM and is not required to be removed prior to renovation or disposal, however, if removed, should be disposed as ACM. Contractors that encounter or disturb the sinks should be made aware that the undercoating contains asbestos;
- HA-36, exhaust hood, is presumed to contain asbestos and therefore classified as a non-friable Category II ACM. It is not required to be removed prior to renovation or demolition, however, if removed, should be disposed as ACM. Contractors that encounter or disturb the exhaust hood should be aware that ACM is presumed to be present.
- HA-40, fire doors are a presumed non-friable Category II ACM and are not required to be removed prior to renovation or disposal, however, if removed, should be disposed as ACM. Contractors should be made aware that they are presumed to contain asbestos.
- HA-44, roofing materials were not sampled and are presumed to contain asbestos. Therefore, these materials are a non-friable Category I ACM and should be removed prior to renovation and demolition and disposed as ACM.
- Inaccessible space located on **Figure 1** may contain identified and presumed ACM or materials not surveyed, which must be presumed to be ACM.

If renovation or demolition will disturb these materials, a *NOTIFICATION OF INTENT TO RENOVATE/DEMOLISH* form (form EQP5661/MIOSHA-CSH 142), should be completed at least ten days in advance of any renovation or demolition activities, and the contractor should be made aware of all detected or presumed asbestos. The notification should be sent to the air division of the Michigan Department of Environment, Great Lakes, and Energy (EGLE) at a minimum. If quantity thresholds are exceeded, the notification should also be sent to MIOSHA. If these materials will be removed, they should be removed by a certified abatement contractor, placed in a plastic bag, labeled as containing asbestos, and disposed of at a Type II landfill as ACM. Tetra Tech recommends that contractors working in rooms containing ACM are notified of the presence of these materials, and the results of PLM analysis. There are no additional EGLE or MIOSHA obligations or required analysis regarding asbestos.

ETC identified many lead hazards and a risk assessment as detailed in their report, provided as **Attachment 3**. Each specific hazard is identified by type and includes a ranking of severity and priority with abatement and interim control options.

The results of radon gas measurements averaged 0.9 pCi/L in the north offices and 0.8 pCi/L in the utility/boiler room, less than the EPA recommended action level of 4.0 pCi/L.



Tetra Tech appreciates the opportunity to provide environmental services related to hazardous building materials. If you would like to discuss the contents of this report in greater detail, please contact us at 734.213.2204.

Sincerely,

A handwritten signature in black ink that reads 'N. Jessee'.

Nate Jessee  
Project Scientist

A handwritten signature in black ink that reads 'Daniel Sopoci'.

Daniel Sopoci, CHMM  
Associate Scientist

Figure 1 – Locations of Asbestos Containing Materials and Building Layout

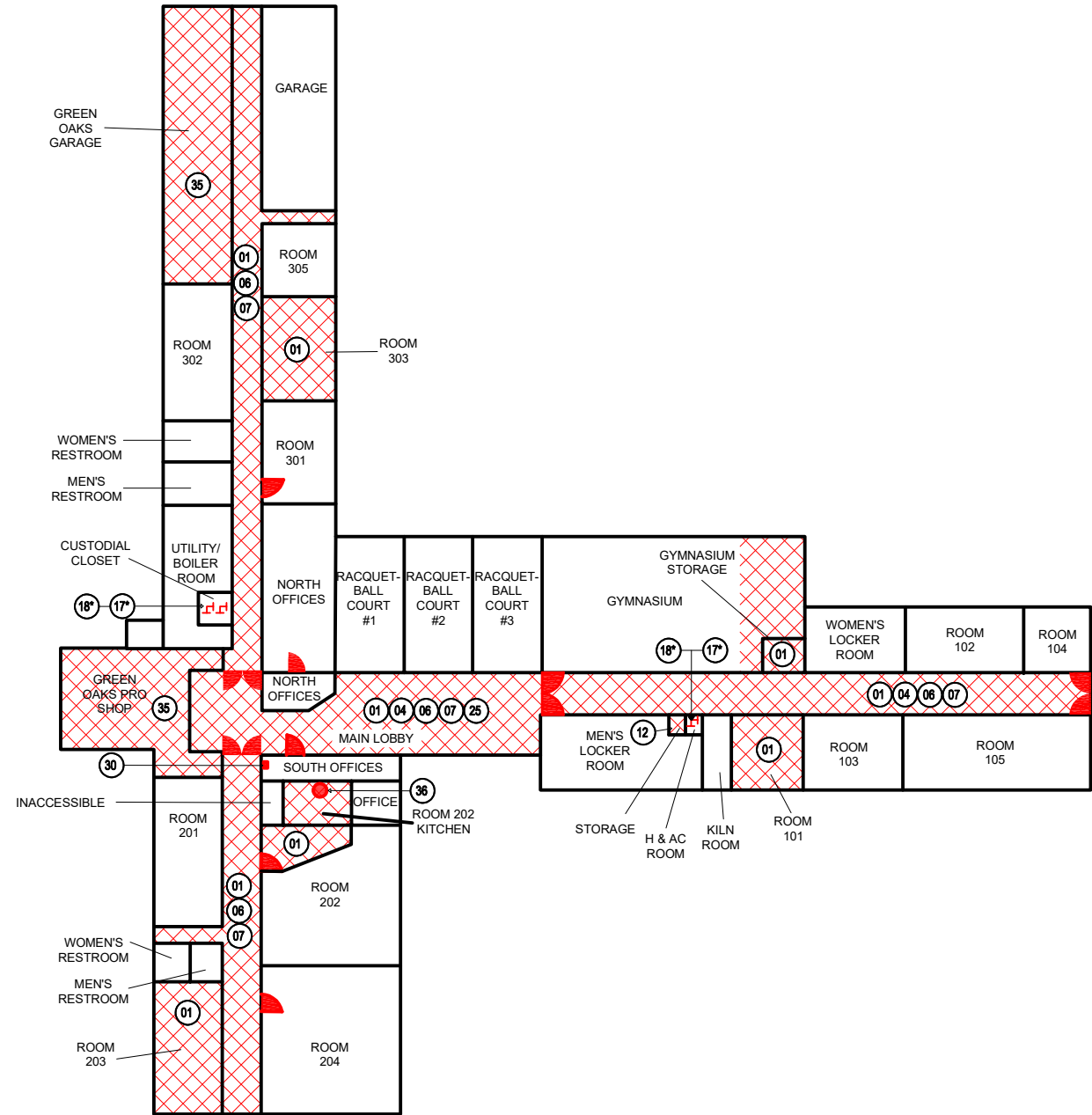
Table 1 – Hazardous Building Materials Survey Summary and ACM Results

Attachment 1 – ACM Survey Photo Documentation








Attachment 2 – EMSL Analytical, Inc. Laboratory Report

Attachment 3 – June 28, 2019 *Combination Lead Based Paint Inspection and Risk Assessment Survey* (ETC) and September 4, 2019 *Radon Testing at Ypsilanti Community Center* Letter Report (ETC)

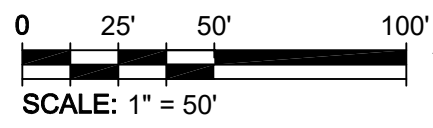
**FIGURE 1**



**LEGEND**

-  FLOORING MATERIAL (01 04 06 07 12 25 35)
-  PIPE STRAIGHT AND MUDDED ELBOW INSULATION (18" 17")
-  SINK UNDERCOAT (30)
-  FIRE DOORS (40)
-  OVEN HOOD (36)
-  HOMOGENOUS AREA ID #
-  \* PIPE INSULATION MAY ALSO BE PRESENT IN INTERSTITIAL SPACES

NOTES:  
HA-44 ROOFING MATERIAL IS NOT MAPPED AND IS PRESUMED ACM



**TETRA TECH**  
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**YPSILANTI CHARTER TOWNSHIP**  
YPSILANTI CHARTER TOWNSHIP COMMUNITY CENTER  
HAZARDOUS BUILDING MATERIALS SURVEY  
**LOCATION OF ASBESTOS CONTAINING MATERIALS  
AND BUILDING LAYOUT**

Project No.: 117-1048007  
Date: 8/2/2019  
Designed By: N. JESSEE  
**FIGURE  
1**

Copyright: Tetra Tech

**TABLE 1**

**Table 1**  
**Hazardous Building Materials Survey Summary and ACM Results**  
Ypsilanti Township Community Center  
Ypsilanti Charter Township, MI

HA	Material Description	Location	Material Type	Qty.	Units	Condition	Friable (Yes/No)	Evidence of Layers	Accessibility	Sample ID	Date / Time Collected	Sample Location	Layers	Asbestos Content (%)
01	12" x 12" White Floor Tile (with Light and Dark Gray Streaks and Flecks) with Black Mastic and Leveler	Hallways, Main Lobby, Gymnasium, Gymnasium Storage, and Rooms 101, 202, 203, and 303, Room 202 Kitchen	MM	5,000	Sq. Ft.	Good	No	Yes	High	HA-01-01	6/26/19 10:57	Room 101	Floor Tile	ND
													Mastic	ND
										HA-01-02	6/26/19 13:15	South Hallway	Floor Tile	ND
													Mastic	ND
										HA-01-03	6/26/19 13:17	Main Lobby	Floor Tile	ND
		Mastic/Leveler	2% Chrysotile											
02	4" Brown Cove Base with Mastic	East Hallway, Gymnasium, Men's Locker Room, Main Lobby, Rooms 101 and 204	MM	2,200	Ln. Ft.	Good	No	No	High	HA-02-01	6/26/19 9:15	Main Lobby	Cove Base	ND
													Adhesive	ND
										HA-02-02	6/26/19 9:22	Men's Locker Room	Cove Base	ND
													Adhesive	ND
										HA-02-03	6/26/2019 9:26	Men's Locker Room	Cove Base	ND
													Adhesive	ND
03	12" x 12" Gray Floor Tile (with White and Gray Streaks and Flecks) and Black Mastic	East Hallway, and Rooms 101, 103, 303, and 305	MM	50	Sq. Ft.	Good	No	Yes	High	HA-03-01	6/26/19 11:01	Room 101	Floor Tile	ND
													Mastic	ND
										HA-03-02	6/26/19 14:15	North Hallway	Floor Tile	ND
													Mastic	ND
										HA-03-03	6/26/19 14:16	North Hallway	Floor Tile	ND
													Mastic	ND
04	12" x 12" Blue Floor Tile (with White and Dark Blue Streaks and Flecks) with Black Mastic and Leveler	East Hallway	MM	50	Sq. Ft.	Good	No	Yes	High	NOT SAMPLED, PRESUMED ACM				
05	12" x 12" Light Green Floor Tile (with White and Dark Green Streaks and Flecks) and Black Mastic	Hallways and Main Lobby	MM	50	Sq. Ft.	Good	No	Yes	High	HA-05-01	6/27/19 9:13	East Hallway	Floor Tile with Mastic	ND
										HA-05-02	6/27/19 9:14	East Hallway	Floor Tile	ND
													Mastic	ND
										HA-05-03	6/27/19 9:15	East Hallway	Floor Tile	ND
		Mastic	ND											

Notes:

- |                                 |                       |
|---------------------------------|-----------------------|
| 1. HA = Homogenous area         | 3. Units:             |
| 2. Material Description:        | Ln. Ft. = Linear Feet |
| MM = Miscellaneous Material     | Sq. Ft. = Square Feet |
| TSI = Thermal System Insulation | 4. ND = Non Detect    |
| S = Surfacing Material          |                       |



**Table 1**  
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Ypsilanti Township Community Center  
Ypsilanti Charter Township, MI

HA	Material Description	Location	Material Type	Qty.	Units	Condition	Friable (Yes/No)	Evidence of Layers	Accessibility	Sample ID	Date / Time Collected	Sample Location	Layers	Asbestos Content (%)
06	12" x 12" Dark Green Floor Tile (with Light and Dark Gray Streaks and Flecks) with Black Mastic and Leveler	Hallways and Main Lobby	MM	50	Sq. Ft.	Good	No	Yes	High	NOT SAMPLED, PRESUMED ACM				
07	12" x 12" Burgundy Floor Tile (with Light and Dark Gray Streaks and Flecks) with Black Mastic and Leveler	Hallways and Main Lobby	MM	50	Sq. Ft.	Good	No	Yes	High	NOT SAMPLED, PRESUMED ACM				
08	18" x 18" Green Carpet Squares and Black Mastic	Room 104 and South Offices	MM	1,300	Sq. Ft.	Good	No	Yes	High	HA-08-01	6/26/19 11:29	Room 104	Carpet with Mastic	ND
										HA-08-02	6/26/19 11:30	Room 104	Carpet with Mastic	ND
										HA-08-03	6/26/19 11:44	South Offices	Carpet with Mastic	ND
09	4" Green Vinyl Cove Base, with Brown Mastic	Room 104 and South Offices	MM	550	Ln. Ft.	Good	No	Yes	High	HA-09-01	6/26/19 11:32	Room 104	Cove Base	ND
													Adhesive	ND
										HA-09-02	6/26/19 11:41	South Offices	Cove Base	ND
													Adhesive	ND
										HA-09-03	6/26/19 11:42	South Offices	Cove Base	ND
													Adhesive	ND
10	4' x 2' White Ceiling Tile (Smooth with Pinholes)	Throughout	MM	29,000	Sq. Ft.	Good	Yes	No	High	HA-10-01	6/26/19 13:30	Spare Tiles in Closet	Ceiling Tile	ND
										HA-10-02	6/26/19 13:31	Spare Tiles in Closet	Ceiling Tile	ND
										HA-10-03	6/26/19 13:32	Spare Tiles in Closet	Ceiling Tile	ND
11	4" Gray Vinyl Cove Base	Gymnasium Storage, Kiln Room, West Hallway, North Restrooms, Rooms 303, 305	MM	80	Ln. Ft.	Good	No	Yes	High	HA-11-01	6/26/19 13:47	Kiln Room	Cove Base	ND
													Adhesive	ND
										HA-11-02	6/26/19 13:50	Gymnasium Storage	Cove Base	ND
													Adhesive	ND
										HA-11-03	6/26/19 14:10	Room 303	Cove Base	ND
													Adhesive	ND

Notes:

- |                                 |                       |
|---------------------------------|-----------------------|
| 1. HA = Homogenous area         | 3. Units:             |
| 2. Material Description:        | Ln. Ft. = Linear Feet |
| MM = Miscellaneous Material     | Sq. Ft. = Square Feet |
| TSI = Thermal System Insulation | 4. ND = Non Detect    |
| S = Surfacing Material          |                       |

**Table 1**  
**Hazardous Building Materials Survey Summary and ACM Results**  
 Ypsilanti Township Community Center  
 Ypsilanti Charter Township, MI

HA	Material Description	Location	Material Type	Qty.	Units	Condition	Friable (Yes/No)	Evidence of Layers	Accessibility	Sample ID	Date / Time Collected	Sample Location	Layers	Asbestos Content (%)
12	9" x 9" Dark Red Floor Tile with Black Mastic and Leveler	Storage	MM	20	Sq. Ft.	Damaged	No	Yes	High	HA-12-01	6/26/19 13:24	Storage	Floor Tile	7% Chrysotile
													Mastic/Leveler	ND
										HA-12-02	6/26/19 13:25	Storage	Adhesive	ND
													Floor Tile	6% Chrysotile
										HA-12-03	6/26/19 13:26	Storage	Mastic/Leveler	ND
													Floor Tile	8% Chrysotile
		Mastic/Leveler	ND											
13	18" x 18" Burgundy Carpet Squares (with Light Red, Orange, and Purple Specks) and Brown Mastic	Rooms 103, 201, 202, 203, 301, and North Offices	MM	6,500	Sq. Ft.	Good	No	Yes	High	HA-13-01	6/26/19 11:10	Room 103	Carpet with Mastic	ND
										HA-13-02	6/26/19 13:00	North Offices	Carpet with Mastic	ND
										HA-13-03	6/26/19 13:01	North Offices	Carpet with Mastic	ND
14	4" Burgundy Vinyl Cove Base with Brown Mastic	Rooms 103 and 301	MM	230	Ln. Ft.	Good	No	Yes	High	HA-14-01	6/26/19 11:12	Room 103	Cove Base	ND
													Adhesive	ND
										HA-14-02	6/26/19 11:13	Room 103	Cove Base	ND
													Adhesive	ND
										HA-14-03	6/26/19 14:13	Room 301	Cove Base	ND
													Adhesive	ND
15	White Caulk, Soft	Racquetball Courts and Emergency Doors in Rooms 101 and 103	MM	300	Ln. Ft.	Good	No	No	High	HA-15-01	6/26/19 8:45	Racquetball Court #1	Caulk	ND
										HA-15-02	6/26/19 10:22	Room 101 Emergency Door	Caulk	ND
										HA-15-03	6/26/19 10:45	Room 103 Emergency Door	Caulk	ND
16	Gray Sink Undercoating	Kiln Room	MM	4	Sq. Ft.	Good	No	No	Low	HA-16-01	6/26/19 10:34	Kiln Room	Sink Undercoat	ND
										HA-16-02	6/26/19 10:35	Kiln Room	Sink Undercoat	ND
										HA-16-03	6/26/19 10:36	Kiln Room	Sink Undercoat	ND
17	Insulated Pipe Straight Runs	Custodial Closet and H & AC Room	TSI	45	Ln. Ft.	Good	Yes	Yes	High	HA-17-01	6/27/19 10:20	Custodial Closet	Wrap	ND
													Insulation	ND
										HA-17-02	6/27/19 10:21	Custodial Closet	Wrap	ND
													Insulation	84% Chrysotile
										HA-17-03	6/27/19 10:22	Custodial Closet	Wrap	ND
													Insulation	65% Chrysotile

Notes:

- |                                 |                       |
|---------------------------------|-----------------------|
| 1. HA = Homogenous area         | 3. Units:             |
| 2. Material Description:        | Ln. Ft. = Linear Feet |
| MM = Miscellaneous Material     | Sq. Ft. = Square Feet |
| TSI = Thermal System Insulation | 4. ND = Non Detect    |
| S = Surfacing Material          |                       |

**Table 1**  
**Hazardous Building Materials Survey Summary and ACM Results**  
 Ypsilanti Township Community Center  
 Ypsilanti Charter Township, MI

HA	Material Description	Location	Material Type	Qty.	Units	Condition	Friable (Yes/No)	Evidence of Layers	Accessibility	Sample ID	Date / Time Collected	Sample Location	Layers	Asbestos Content (%)
18	Mudded Pipe Fittings (Elbows)	Custodial Closet and H & AC Room	TSI	6	Fittings	Good	Yes	Yes	High	HA-18-01	6/27/19 10:34	Custodial Closet	Wrap	ND
													Insulation	85% Chrysotile
										HA-18-02	6/27/19 10:35	Custodial Closet	Wrap	ND
													Insulation	85% Chrysotile
										HA-18-03	6/27/19 10:36	Custodial Closet	Wrap	ND
													Insulation	65% Chrysotile
19	Press Board Paneling	H & AC Room	MM	40	Sq. Ft.	Damaged	No	Yes	High	HA-19-01	6/26/19 13:35	H & AC Room	Paneling	ND
										HA-19-02	6/26/19 13:36	H & AC Room	Paneling	ND
										HA-19-03	6/26/19 13:37	H & AC Room	Paneling	ND
20	Gray Grout Between 2" x 2" Ceramic Tile	Men's and Women's Locker Room	MM	250	Sq. Ft.	Good	No	No	High	HA-20-01	6/26/19 9:40	Men's Locker Room	Grout	ND
										HA-20-02	6/26/19 9:43	Men's Locker Room	Caulk	ND
										HA-20-03	6/26/19 9:50	Men's Locker Room	Ceramic Tile	ND
21	White Grout Between 4" x 4" Tan Ceramic Tile	Men's Locker Room	MM	555	Ln. Ft.	Good	No	No	High	HA-21-01	6/26/19 10:05	Men's Locker Room	Grout	ND
										HA-21-02	6/26/19 10:07	Men's Locker Room	Grout	ND
										HA-21-03	6/26/19 10:09	Men's Locker Room	Grout	ND
22	White Grout Between 1/2" x 1/2" Brown Ceramic Tile	Men's and Women's Locker Room	MM	300	Sq. Ft.	Good	No	No	High	HA-22-01	6/26/19 10:16	Men's Locker Room	Grout	ND
										HA-22-02	6/26/19 10:18	Men's Locker Room	Grout	ND
										HA-22-03	6/26/19 10:20	Men's Locker Room	Grout	ND
23	White Caulk, Firm	Toilets and Sinks in Men's and Women's Locker Room	MM	30	Ln. Ft.	Good	No	No	High	HA-23-01	6/26/19 10:00	Men's Locker Room	Caulk	ND
										HA-23-02	6/26/19 10:02	Men's Locker Room	Caulk	ND
										HA-23-03	6/26/19 10:03	Men's Locker Room	Caulk	ND
24	Tan Caulk, Soft, Flakey	Men's and Women's Locker Room	MM	30	Ln. Ft.	Good	No	No	High	HA-24-01	6/26/19 10:10	Men's Locker Room	Caulk	ND
										HA-24-02	6/26/19 10:11	Men's Locker Room	Caulk	ND
										HA-24-03	6/26/19 10:12	Men's Locker Room	Caulk	ND
25	12" x 12" Light Brown Floor Tile (with Light and Dark Streaks and Flecks) with Black Mastic and Leveler	Main Lobby	MM	100	Sq. Ft.	Good	No	Yes	High	NOT SAMPLED, PRESUMED ACM				

Notes:

- |                                 |                       |
|---------------------------------|-----------------------|
| 1. HA = Homogenous area         | 3. Units:             |
| 2. Material Description:        | Ln. Ft. = Linear Feet |
| MM = Miscellaneous Material     | Sq. Ft. = Square Feet |
| TSI = Thermal System Insulation | 4. ND = Non Detect    |
| S = Surfacing Material          |                       |

**Table 1**  
**Hazardous Building Materials Survey Summary and ACM Results**  
Ypsilanti Township Community Center  
Ypsilanti Charter Township, MI

HA	Material Description	Location	Material Type	Qty.	Units	Condition	Friable (Yes/No)	Evidence of Layers	Accessibility	Sample ID	Date / Time Collected	Sample Location	Layers	Asbestos Content (%)
26	White Caulk, Firm, Sometimes Painted Gray	Windows in Main Lobby	MM	100	Ln. Ft.	Good	No	No	High	HA-26-01	6/26/19 8:51	Main Lobby Windows	Caulk	ND
										HA-26-02	6/26/19 8:52	Main Lobby Windows	Caulk	ND
										HA-26-03	6/26/19 8:53	Main Lobby Windows	Caulk	ND
27	Drywall and Mud Compound	Main Lobby, Pro Shop, Closets	MM	3,500	Sq. Ft.	Good	No	Yes	High	HA-27-01	6/27/19 11:34	Pro Shop	Drywall and Compound	ND
										HA-27-02	6/27/19 12:00	North Offices	Joint Compound	ND
													Tape	ND
													Drywall	ND
										HA-27-03	6/27/19 12:05	Custodial Closet	Joint Compound	ND
													Tape	ND
Drywall	ND													
28	Fiber Peg Board	Racquet Ball Courts and Garage	MM	360	Sq. Ft.	Good	No	Yes	Low	HA-28-01	6/27/19 8:26	Racquet Ball Court #1	Peg Board	ND
										HA-28-02	6/27/19 8:34	Racquet Ball Court #2	Peg Board	ND
										HA-28-03	6/27/19 8:47	Racquet Ball Court #3	Peg Board	ND
29	Particle Board with Laminate	Racquet Ball Courts and Garage	MM	3,000	Sq. Ft.	Good	No	Yes	Moderate	HA-29-01	6/27/19 8:25	Racquet Ball Court #1	Particle Board	ND
										HA-29-02	6/26/19 8:33	Racquet Ball Court #2	Particle Board	ND
										HA-29-03	6/26/19 8:46	Racquet Ball Court #3	Particle Board	ND
30	Black Sink Undercoating	South Offices	MM	2	Sq. Ft.	Good	No	No	Low	HA-30-01	6/26/19 14:22	South Offices Sink	Sink Undercoat	3% Chrysotile
										HA-30-02	6/26/19 14:23	South Offices Sink	Sink Undercoat	2% Chrysotile
										HA-30-03	6/26/19 14:24	South Offices Sink	Sink Undercoat	3% Chrysotile
31	4" Pink Vinyl Cove Base with Mastic	Rooms 201 and 203	MM	275	Ln. Ft.	Good	No	Yes	High	HA-31-01	6/26/19 13:09	Room 203	Cove Base	ND
													Adhesive	ND
										HA-31-02	6/26/19 13:10	Room 203	Cove Base	ND
													Adhesive	ND
										HA-31-03	6/26/19 13:14	Room 201	Joint Compound	ND
													Cove Base	ND
Adhesive	ND													

Notes:

- |                                 |                       |
|---------------------------------|-----------------------|
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| 2. Material Description:        | Ln. Ft. = Linear Feet |
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| TSI = Thermal System Insulation | 4. ND = Non Detect    |
| S = Surfacing Material          |                       |

**Table 1**  
**Hazardous Building Materials Survey Summary and ACM Results**  
 Ypsilanti Township Community Center  
 Ypsilanti Charter Township, MI

HA	Material Description	Location	Material Type	Qty.	Units	Condition	Friable (Yes/No)	Evidence of Layers	Accessibility	Sample ID	Date / Time Collected	Sample Location	Layers	Asbestos Content (%)
32	Tan Carpet with Black Specks	Green Oaks Pro Shop	MM	1,500	Sq. Ft.	Good	No	Yes	High	HA-32-01	6/27/19 11:09	Green Oaks Pro Shop	Carpet	ND
													Adhesive	ND
										HA-32-02	6/27/19 11:10	Green Oaks Pro Shop	Carpet	ND
													Adhesive	ND
										HA-32-03	6/27/19 11:11	Green Oaks Pro Shop	Carpet	ND
													Adhesive	ND
33	Purple Carpet	Green Oaks Pro Shop	MM	200	Sq. Ft.	Good	No	Yes	High	HA-33-01	6/27/19 11:14	Green Oaks Pro Shop	Carpet with Mastic	ND
													Carpet	ND
										HA-33-02	6/27/19 11:15	Green Oaks Pro Shop	Adhesive	ND
													Carpet	ND
										HA-33-03	6/27/19 11:16	Green Oaks Pro Shop	Adhesive	ND
													Carpet	ND
34	Gray Grout Between 4" x 4" Brown Ceramic Tile	Green Oaks Pro Shop	MM	200	Sq. Ft.	Good	No	No	High	HA-34-01	6/27/19 11:26	Green Oaks Pro Shop Men's Rest Room	Grout	ND
													Grout	ND
										HA-34-03	6/27/19 11:28	Green Oaks Pro Shop Men's Rest Room	Grout	ND
35	9" x 9" Gray Floor Tile with White Streaks	Green Oaks Garage and Green Oaks Pro Shop Under Tan Carpet	MM	3,800	Sq. Ft.	Significant Damage	No	Yes	High	HA-35-01	6/27/19 11:40	Green Oaks Garage	Floor Tile	8% Chrysotile
													Mastic	ND
										HA-35-02	6/27/19 11:41	Green Oaks Garage	Floor Tile	9% Chrysotile
													Mastic	ND
										HA-35-03	6/27/19 11:42	Green Oaks Garage	Floor Tile	7% Chrysotile
													Mastic	ND
36	Oven Hood	Room 202 Kitchen	MM	1	Hood	Good	No	No	Low	NOT SAMPLED, PRESUMED ACM				
37	Gray Sink Undercoating	Green Oaks Pro Shop	MM	2	Sq. Ft.	Good	No	No	Low	HA-37-01	6/27/19 11:19	Green Oaks Pro Shop	Sink Undercoat	ND
										HA-37-02	6/27/19 11:20	Green Oaks Pro Shop	Sink Undercoat	ND
										HA-37-03	6/27/19 11:21	Green Oaks Pro Shop	Sink Undercoat	ND

Notes:

- |                                 |                       |
|---------------------------------|-----------------------|
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| MM = Miscellaneous Material     | Sq. Ft. = Square Feet |
| TSI = Thermal System Insulation | 4. ND = Non Detect    |
| S = Surfacing Material          |                       |

**Table 1**  
**Hazardous Building Materials Survey Summary and ACM Results**  
 Ypsilanti Township Community Center  
 Ypsilanti Charter Township, MI

HA	Material Description	Location	Material Type	Qty.	Units	Condition	Friable (Yes/No)	Evidence of Layers	Accessibility	Sample ID	Date / Time Collected	Sample Location	Layers	Asbestos Content (%)
38	Mudded Pipe on Boiler	Utility / Boiler Room	TSI	50	Sq. Ft.	Good	Yes	Yes	High	HA-38-01	6/27/19 9:35	Utility / Boiler Room	Wrap	ND
													Mud	ND
										HA-38-02	6/27/19 9:36	Utility / Boiler Room	Wrap	ND
													Mud	ND
										HA-38-03	6/27/19 9:37	Utility / Boiler Room	Wrap	ND
													Insulation	ND
			Mud	ND										
39	Gray Exterior Caulk, Soft	Exterior Windows	MM	60	Ln. Ft.	Good	No	No	High	HA-39-01	6/27/19 11:45	Exterior Windows	Caulk	ND
										HA-39-02	6/27/19 11:46	Exterior Windows	Caulk	ND
										HA-39-03	6/27/19 11:47	Exterior Windows	Caulk	ND
40	Fire Doors	Throughout	MM	9	Doors	Good	No	No	High	NOT SAMPLED, PRESUMED ACM				
41	Gray Sink Undercoating	Room 202 Kitchen	MM	3	Sq. Ft.	Good	No	No	Low	HA-41-01	6/26/19 8:29	Room 202 Kitchen	Sink Undercoat	ND
										HA-41-02	6/26/19 8:30	Room 202 Kitchen	Sink Undercoat	ND
										HA-41-03	6/26/19 8:31	Room 202 Kitchen	Sink Undercoat	ND
42	Black Gymnasium Cove Base with Mastic	Gymnasium	MM	300	Ln. Ft.	Good	No	Yes	High	HA-42-01	6/27/19 13:54	Gymnasium	Cove Base	ND
													Adhesive	ND
										HA-42-02	6/27/19 13:55	Gymnasium	Cove Base	ND
													Adhesive	ND
										HA-42-03	6/27/19 13:56	Gymnasium	Cove Base	ND
													Adhesive	ND
43	Mastic below Green and Red Carpet Squares	Rooms 103, 104, 201, 202, 203, 301, Offices	MM	7,300	Sq. Ft.	Good	No	No	High	HA-43-01	6/27/19 12:10	Room 103	Mastic	ND
										HA-43-02	6/27/19 12:11	Room 104	Mastic	ND
										HA-43-03	6/27/19 12:12	Room 104	Mastic	ND
44	Roofing Materials	Rooftop	MM	45,000	Sq. Ft.	Good	No	Yes	High	NOT SAMPLED, PRESUMED ACM				


Notes:


- |                                 |                       |
|---------------------------------|-----------------------|
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| 2. Material Description:        | Ln. Ft. = Linear Feet |
| MM = Miscellaneous Material     | Sq. Ft. = Square Feet |
| TSI = Thermal System Insulation | 4. ND = Non Detect    |
| S = Surfacing Material          |                       |



**ATTACHMENT 1**  
**ACM SURVEY PHOTO DOCUMENTATION**


**Attachment 1**  
**Suspect Asbestos-Containing Materials Photo Documentation**  
 Ypsilanti Township Community Center  
 Ypsilanti, Michigan

<b>Photo: 1</b>	
<b>HA-01</b>	
<b>Description:</b> 12" x 12" White Floor Tile with (Light and Dark Gray Flecks) and Mastic  <b>2% Chrysotile</b>	
<b>Date:</b> June 25, 2019	


<b>Photo: 2</b>	
<b>HA-02</b>	
<b>Description:</b> 4" Brown Cove Base with Mastic  No asbestos detected	
<b>Date:</b> June 25, 2019	


**Attachment 1**  
**Suspect Asbestos-Containing Materials Photo Documentation**  
 Ypsilanti Township Community Center  
 Ypsilanti, Michigan

<b>Photo: 3</b>	
<b>HA-03</b>	
<p><b>Description:</b>          12" x 12" Gray Floor Tile          (with White and Gray          Streaks and Flecks) and          Black Mastic</p> <p>No asbestos detected</p>	
<b>Date:</b> June 25, 2019	

<b>Photo: 4</b>	
<b>HA-04</b>	
<p><b>Description:</b>          12" x 12" Blue Floor Tile          (with White and Dark          Blue Streaks and Flecks)          and Black Mastic</p> <p><b>Presumed ACM</b></p>	
<b>Date:</b> June 25, 2019	

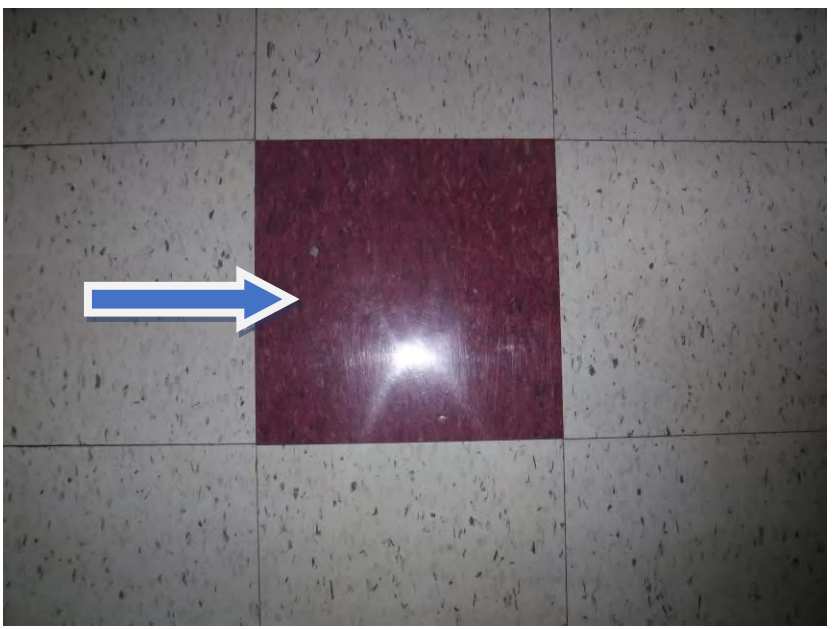
**Attachment 1**  
**Suspect Asbestos-Containing Materials Photo Documentation**  
 Ypsilanti Township Community Center  
 Ypsilanti, Michigan

<b>Photo: 5</b>	
<b>HA-05</b>	
<p><b>Description:</b>          12" x 12" Light Green Floor Tile (with White and Dark Green Streaks and Flecks) and Black Mastic</p> <p>No asbestos detected</p>	
<b>Date:</b> June 25, 2019	

<b>Photo: 6</b>	
<b>HA-06</b>	
<p><b>Description:</b>          12" x 12" Dark Green Floor Tile (with Light and Dark Gray Streaks and Flecks) and Black Mastic</p> <p><b>Presumed ACM</b></p>	
<b>Date:</b> June 25, 2019	





**Attachment 1**  
**Suspect Asbestos-Containing Materials Photo Documentation**  
 Ypsilanti Township Community Center  
 Ypsilanti, Michigan

<b>Photo: 7</b>	
<b>HA-07</b>	
<p><b>Description:</b>          12" x 12" Burgundy Floor Tile (with Light and Dark Gray Streaks and Flecks) and Black Mastic</p> <p><b>Presumed ACM</b></p>	
<b>Date:</b> June 25, 2019	


<b>Photo: 8</b>	
<b>HA-08</b>	
<p><b>Description:</b>          18" x 18" Green Carpet Squares and Black Mastic</p> <p>No asbestos detected</p>	
<b>Date:</b> June 25, 2019	

**Attachment 1**  
**Suspect Asbestos-Containing Materials Photo Documentation**  
 Ypsilanti Township Community Center  
 Ypsilanti, Michigan

<b>Photo: 9</b>	
<b>HA-09</b>	
<b>Description:</b> 4" Green Vinyl Cove Base, with Brown Mastic  No asbestos detected	
<b>Date:</b> June 25, 2019	

<b>Photo: 10</b>	
<b>HA-10</b>	
<b>Description:</b> 4' x 2' White Ceiling Tile (smooth with pinholes)  No asbestos detected	
<b>Date:</b> June 25, 2019	


**Attachment 1**  
**Suspect Asbestos-Containing Materials Photo Documentation**  
 Ypsilanti Township Community Center  
 Ypsilanti, Michigan


<b>Photo: 11</b>	
<b>HA-11</b>	
<b>Description:</b> 4" Gray Vinyl Cove Base  No asbestos detected	
<b>Date:</b> June 25, 2019	

<b>Photo: 12</b>	
<b>HA-12</b>	
<b>Description:</b> 9" x 9" Dark Red Floor Tile and Black Mastic  <b>6 - 8% Chrysotile</b>	
<b>Date:</b> June 25, 2019	




**Attachment 1**  
**Suspect Asbestos-Containing Materials Photo Documentation**  
 Ypsilanti Township Community Center  
 Ypsilanti, Michigan

<b>Photo: 13</b>	
<b>HA-13</b>	
<b>Description:</b> 18" x 18" Burgundy Carpet Squares (with Light Red, Orange, and Purple Specks) and Brown Mastic  No asbestos detected	
<b>Date:</b> June 25, 2019	


<b>Photo: 14</b>	
<b>HA-14</b>	
<b>Description:</b> 4" Burgundy Vinyl Cove Base with Brown Mastic  No asbestos detected	
<b>Date:</b> June 25, 2019	


**Attachment 1**  
**Suspect Asbestos-Containing Materials Photo Documentation**  
Ypsilanti Township Community Center  
Ypsilanti, Michigan

<b>Photo: 15</b>	
<b>HA-15</b>	
<b>Description:</b> White Caulk, Soft  No asbestos detected	
<b>Date:</b> June 25, 2019	

<b>Photo: 16</b>	
<b>HA-16</b>	
<b>Description:</b> Gray Sink Undercoating  No asbestos detected	
<b>Date:</b> June 25, 2019	


**Attachment 1**  
**Suspect Asbestos-Containing Materials Photo Documentation**  
 Ypsilanti Township Community Center  
 Ypsilanti, Michigan


<b>Photo: 17</b>	
<b>HA-17</b>	
<b>Description:</b> Insulated Pipe, straight runs   <b>65 - 84% Chrysotile</b>	
<b>Date:</b> June 25, 2019	

<b>Photo: 18</b>	
<b>HA-18</b>	
<b>Description:</b> Mudded Pipe Fittings on Pipe Elbow   <b>65 - 85% Chrysotile</b>	
<b>Date:</b> June 25, 2019	





**Attachment 1**  
**Suspect Asbestos-Containing Materials Photo Documentation**  
 Ypsilanti Township Community Center  
 Ypsilanti, Michigan

<b>Photo: 19</b>	
<b>HA-19</b>	
<b>Description:</b> Press Board Paneling   No asbestos detected	
<b>Date:</b> June 25, 2019	


<b>Photo: 20</b>	
<b>HA-20</b>	
<b>Description:</b> Gray Grout between 2" x 2" Ceramic Tile   No asbestos detected	
<b>Date:</b> June 25, 2019	


**Attachment 1**  
**Suspect Asbestos-Containing Materials Photo Documentation**  
 Ypsilanti Township Community Center  
 Ypsilanti, Michigan

<b>Photo: 21</b>	
<b>HA-21</b>	
<b>Description:</b> White Grout between 4" x 4" Tan Ceramic Tile   No asbestos detected	
<b>Date:</b> June 25, 2019	


<b>Photo: 22</b>	
<b>HA-22</b>	
<b>Description:</b> White Grout between 1/2" x 1/2" Brown Ceramic Tile   No asbestos detected	
<b>Date:</b> June 25, 2019	


**Attachment 1**  
**Suspect Asbestos-Containing Materials Photo Documentation**  
 Ypsilanti Township Community Center  
 Ypsilanti, Michigan

<b>Photo: 23</b>	
<b>HA-23</b>	
<b>Description:</b> White Caulk, firm  No asbestos detected	
<b>Date:</b> June 25, 2019	

<b>Photo: 24</b>	
<b>HA-24</b>	
<b>Description:</b> Tan Caulk, soft, flakey  No asbestos detected	
<b>Date:</b> June 25, 2019	

**Attachment 1**  
**Suspect Asbestos-Containing Materials Photo Documentation**  
 Ypsilanti Township Community Center  
 Ypsilanti, Michigan


<b>Photo: 25</b>	
<b>HA-25</b>	
<b>Description:</b> 12" x 12" Light Brown Floor Tile (with Light and Dark Streaks and Flecks) and Black Mastic  <b>Presumed ACM</b>	
<b>Date:</b> June 25, 2019	

<b>Photo: 26</b>	
<b>HA-26</b>	
<b>Description:</b> White Caulk, firm, sometimes Painted Gray  No asbestos detected	
<b>Date:</b> June 25, 2019	





**Attachment 1**  
**Suspect Asbestos-Containing Materials Photo Documentation**  
Ypsilanti Township Community Center  
Ypsilanti, Michigan

<b>Photo: 27</b>	
<b>HA-27</b>	
<b>Description:</b> Drywall and Mud Compound  No asbestos detected	
<b>Date:</b> June 25, 2019	


<b>Photo: 28</b>	
<b>HA-28</b>	
<b>Description:</b> Fiber Peg Board  No asbestos detected	
<b>Date:</b> June 25, 2019	


**Attachment 1**  
**Suspect Asbestos-Containing Materials Photo Documentation**  
 Ypsilanti Township Community Center  
 Ypsilanti, Michigan

<b>Photo: 29</b>	
<b>HA-29</b>	
<b>Description:</b> Particle Board with Laminate   No asbestos detected	
<b>Date:</b> June 25, 2019	

<b>Photo: 30</b>	
<b>HA-30</b>	
<b>Description:</b> Black Sink Undercoating   <b>2 - 3% Chrysotile</b>	
<b>Date:</b> June 25, 2019	

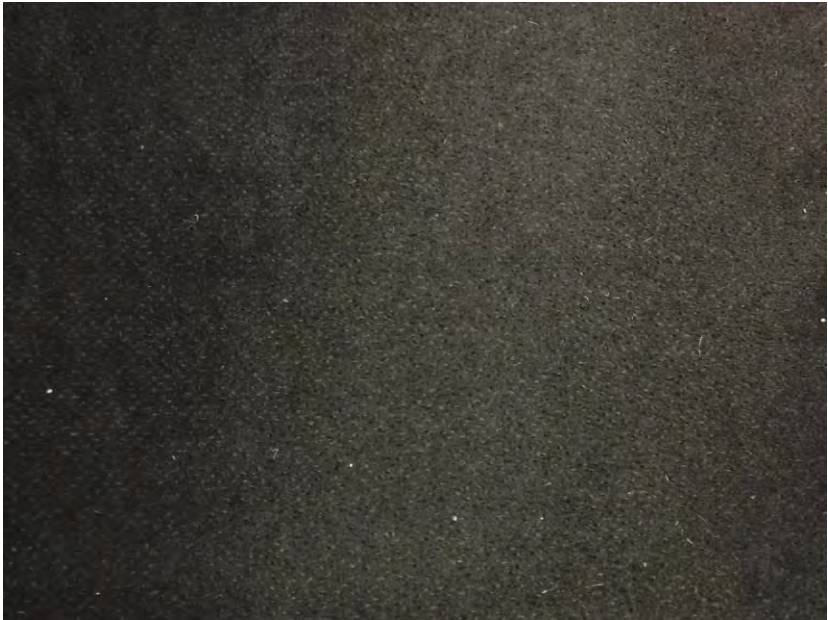
**Attachment 1**  
**Suspect Asbestos-Containing Materials Photo Documentation**  
 Ypsilanti Township Community Center  
 Ypsilanti, Michigan


<b>Photo: 31</b>	
<b>HA-31</b>	
<b>Description:</b> 4" Pink Vinyl Cove Base with Mastic  No asbestos detected	
<b>Date:</b> June 25, 2019	

<b>Photo: 32</b>	
<b>HA-32</b>	
<b>Description:</b> Tan Carpet with Black Specks  No asbestos detected	
<b>Date:</b> June 25, 2019	




**Attachment 1**  
**Suspect Asbestos-Containing Materials Photo Documentation**  
Ypsilanti Township Community Center  
Ypsilanti, Michigan

<b>Photo: 33</b>	
<b>HA-33</b>	
<b>Description:</b> Purple Carpet  No asbestos detected	
<b>Date:</b> June 25, 2019	


<b>Photo: 34</b>	
<b>HA-34</b>	
<b>Description:</b> Gray Grout between 4" x 4" Brown Ceramic Tile  No asbestos detected	
<b>Date:</b> June 25, 2019	

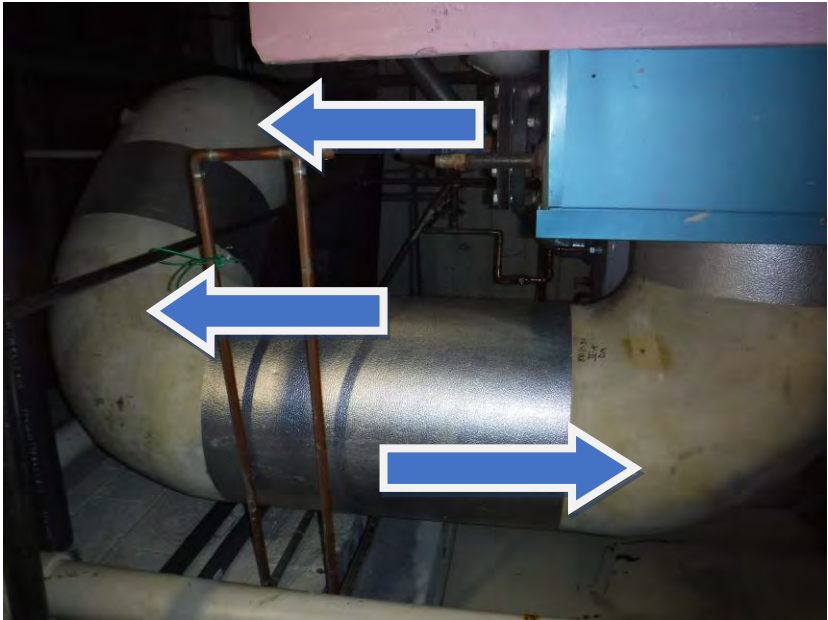
**Attachment 1**  
**Suspect Asbestos-Containing Materials Photo Documentation**  
 Ypsilanti Township Community Center  
 Ypsilanti, Michigan

<b>Photo: 35</b>	
<b>HA-35</b>	
<b>Description:</b> Gray 9" x 9" Floor Tile with White Streaks  <b>7 - 9% Chrysotile</b>	
<b>Date:</b> June 25, 2019	

<b>Photo: 36</b>	
<b>HA-36</b>	
<b>Description:</b> Oven Hood  <b>Presumed ACM</b>	
<b>Date:</b> June 25, 2019	


**Attachment 1**  
**Suspect Asbestos-Containing Materials Photo Documentation**  
Ypsilanti Township Community Center  
Ypsilanti, Michigan

<b>Photo: 37</b>	
<b>HA-37</b>	
<b>Description:</b> Gray Sink Undercoating  No asbestos detected	
<b>Date:</b> June 25, 2019	

<b>Photo: 38</b>	
<b>HA-38</b>	
<b>Description:</b> Mudded Pipe on Boiler  No asbestos detected	
<b>Date:</b> June 25, 2019	





**Attachment 1**  
**Suspect Asbestos-Containing Materials Photo Documentation**  
 Ypsilanti Township Community Center  
 Ypsilanti, Michigan

<b>Photo: 39</b>	
<b>HA-39</b>	
<b>Description:</b> Gray Exterior Caulk, soft   No asbestos detected	
<b>Date:</b> June 25, 2019	

<b>Photo: 40</b>	
<b>HA-40</b>	
<b>Description:</b> Fire Doors   <b>Presumed ACM</b>	
<b>Date:</b> June 25, 2019	

**Attachment 1**  
**Suspect Asbestos-Containing Materials Photo Documentation**  
 Ypsilanti Township Community Center  
 Ypsilanti, Michigan

<b>Photo: 41</b>	
<b>HA-41</b>	
<b>Description:</b> Gray Sink Undercoating  No asbestos detected	
<b>Date:</b> June 25, 2019	

<b>Photo: 42</b>	
<b>HA-42</b>	
<b>Description:</b> Black Gymnasium Cove Base with Mastic  No asbestos detected	
<b>Date:</b> June 25, 2019	

**Attachment 1**  
**Suspect Asbestos-Containing Materials Photo Documentation**  
Ypsilanti Township Community Center  
Ypsilanti, Michigan

<b>Photo: 43</b>	No Photo Available
<b>HA-43</b>	
<b>Description:</b> Mastic below Green and Red Carpet Squares  No asbestos detected	
<b>Date:</b> June 25, 2019	

**ATTACHMENT 2**  
**EMSL ANALYTICAL, INC. LABORATORY REPORT**



# EMSL Analytical, Inc.

15111 Northville Rd Plymouth, MI 48170

Tel/Fax: (734) 668-6810 / (734) 668-8532

<http://www.EMSL.com> / [annarborlab@emsl.com](mailto:annarborlab@emsl.com)

EMSL Order: 081901899

Customer ID: GEOT30

Customer PO:

Project ID:

**Attention:** Alison Rauss  
Tetra Tech  
710 Avis Drive  
Ann Arbor, MI 48108

**Phone:** (734) 213-2204

**Fax:** (734) 213-5008

**Received Date:** 07/02/2019 10:10 AM

**Analysis Date:** 07/12/2019 - 07/16/2019

**Collected Date:**

**Project:** 117-1048007

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
HA-41-01 <small>081901899-0001</small>	Sink Undercoat	Gray Non-Fibrous Homogeneous	25% Cellulose	3% Mica 72% Non-fibrous (Other)	None Detected
HA-41-02 <small>081901899-0002</small>	Sink Undercoat	Gray Non-Fibrous Homogeneous	25% Cellulose	3% Mica 72% Non-fibrous (Other)	None Detected
HA-41-03 <small>081901899-0003</small>	Sink Undercoat	Gray Non-Fibrous Homogeneous	30% Cellulose	2% Mica 68% Non-fibrous (Other)	None Detected
HA-15-01 <small>081901899-0004</small>	Caulk	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-15-02 <small>081901899-0005</small>	Caulk	Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-15-03 <small>081901899-0006</small>	Caulk	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-26-01 <small>081901899-0007</small>	Caulk	Gray/White Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
HA-26-02 <small>081901899-0008</small>	Caulk	Gray/White Non-Fibrous Homogeneous	<1% Wollastonite	100% Non-fibrous (Other)	None Detected
HA-26-03 <small>081901899-0009</small>	Caulk	Gray/White Non-Fibrous Homogeneous	<1% Wollastonite	100% Non-fibrous (Other)	None Detected
HA-02-01 <small>081901899-0010</small>	Cove Base	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-02-01 <small>081901899-0010A</small>	Adhesive	Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-02-02 <small>081901899-0011</small>	Cove Base	Brown/Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-02-02 <small>081901899-0011A</small>	Adhesive	Tan Non-Fibrous Homogeneous	4% Cellulose 2% Synthetic <1% Glass	94% Non-fibrous (Other)	None Detected
HA-02-03 <small>081901899-0012</small>	Cove Base	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-02-03 <small>081901899-0012A</small>	Adhesive	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-20-01 <small>081901899-0013</small>	Grout	Gray Non-Fibrous Homogeneous	<1% Cellulose	5% Quartz 95% Non-fibrous (Other)	None Detected

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EMSL Order: 081901899

Customer ID: GEOT30

Customer PO:

Project ID:

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
HA-20-02 <i>081901899-0014</i> <i>No Grout present in sample bag</i>	Caulk	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-20-02 <i>081901899-0014A</i> <i>No Grout present in sample bag</i>	Ceramic Tile	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-20-03 <i>081901899-0015</i>	Grout	Gray Non-Fibrous Homogeneous		3% Quartz 97% Non-fibrous (Other)	None Detected
HA-21-01 <i>081901899-0016</i>	Grout	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-21-02 <i>081901899-0017</i>	Grout	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-21-03 <i>081901899-0018</i>	Grout	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-23-01 <i>081901899-0019</i>	Caulk	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-23-02 <i>081901899-0020</i>	Caulk	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-23-03 <i>081901899-0021</i>	Caulk	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-24-01 <i>081901899-0022</i>	Caulk	White/Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-24-02 <i>081901899-0023</i>	Caulk	White/Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-24-03 <i>081901899-0024</i>	Caulk	White/Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-22-01 <i>081901899-0025</i>	Grout	Gray/White Non-Fibrous Homogeneous	<1% Cellulose	4% Quartz 96% Non-fibrous (Other)	None Detected
HA-22-02 <i>081901899-0026</i>	Grout	Gray/White Non-Fibrous Homogeneous	<1% Cellulose	4% Quartz 96% Non-fibrous (Other)	None Detected
HA-22-03 <i>081901899-0027</i>	Grout	White Non-Fibrous Homogeneous		4% Quartz 96% Non-fibrous (Other)	None Detected
HA-16-01 <i>081901899-0028</i>	Sink Undercoat	Gray Non-Fibrous Homogeneous	30% Cellulose	2% Mica 68% Non-fibrous (Other)	None Detected
HA-16-02 <i>081901899-0029</i>	Sink Undercoat	Gray Non-Fibrous Homogeneous	30% Cellulose	2% Mica 68% Non-fibrous (Other)	None Detected
HA-16-03 <i>081901899-0030</i>	Sink Undercoat	Gray Non-Fibrous Homogeneous	30% Cellulose	4% Mica 66% Non-fibrous (Other)	None Detected

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
HA-01-01 <i>081901899-0031</i>	Floor Tile	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-01-01 <i>081901899-0031A</i>	Mastic	Black Non-Fibrous Homogeneous	<1% Cellulose	4% Quartz 96% Non-fibrous (Other)	None Detected
HA-01-02 <i>081901899-0032</i>	Floor Tile	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-01-02 <i>081901899-0032A</i>	Mastic	Black Non-Fibrous Homogeneous	4% Cellulose <1% Hair	96% Non-fibrous (Other)	None Detected
HA-01-03 <i>081901899-0033</i>	Floor Tile	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-01-03 <i>081901899-0033A</i> <i>Inseparable layers</i>	Mastic/Leveler	Tan/Black Non-Fibrous Heterogeneous		<1% Quartz 98% Non-fibrous (Other)	2% Chrysotile
HA-03-01 <i>081901899-0034</i>	Floor Tile	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-03-01 <i>081901899-0034A</i>	Mastic	Gray/Black Fibrous Homogeneous	3% Cellulose <1% Glass	97% Non-fibrous (Other)	None Detected
HA-03-02 <i>081901899-0035</i>	Floor Tile	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-03-02 <i>081901899-0035A</i>	Mastic	Black Non-Fibrous Homogeneous	2% Cellulose	98% Non-fibrous (Other)	None Detected
HA-03-03 <i>081901899-0036</i>	Floor Tile	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-03-03 <i>081901899-0036A</i>	Mastic	Black Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
HA-13-01 <i>081901899-0037</i> <i>No Mastic present</i>	Carpet with Mastic	Red/Various/Black Fibrous Heterogeneous	40% Synthetic	60% Non-fibrous (Other)	None Detected
HA-13-02 <i>081901899-0038</i> <i>No Mastic present</i>	Carpet with Mastic	Various/Black Fibrous Heterogeneous	40% Synthetic	60% Non-fibrous (Other)	None Detected
HA-13-03 <i>081901899-0039</i> <i>No mastic present</i>	Carpet with Mastic	Various/Black/Purple Fibrous Heterogeneous	60% Synthetic 2% Glass	38% Non-fibrous (Other)	None Detected
HA-14-01 <i>081901899-0040</i>	Cove Base	Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-14-01 <i>081901899-0040A</i>	Adhesive	Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

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			% Fibrous	% Non-Fibrous	% Type
HA-14-02 <i>081901899-0041</i>	Cove Base	Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-14-02 <i>081901899-0041A</i>	Adhesive	Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-14-03 <i>081901899-0042</i>	Cove Base	Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-14-03 <i>081901899-0042A</i>	Adhesive	Beige Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
HA-31-01 <i>081901899-0043</i>	Cove Base	Gray/Pink Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-31-01 <i>081901899-0043A</i>	Adhesive	Tan Non-Fibrous Homogeneous	2% Cellulose <1% Glass	98% Non-fibrous (Other)	None Detected
HA-31-02 <i>081901899-0044</i>	Cove Base	Gray/Pink Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-31-02 <i>081901899-0044A</i>	Adhesive	Beige Non-Fibrous Homogeneous	2% Cellulose	98% Non-fibrous (Other)	None Detected
HA-31-02 <i>081901899-0044B</i>	Joint Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-31-03 <i>081901899-0045</i>	Cove Base	Gray/Pink Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-31-03 <i>081901899-0045A</i>	Adhesive	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-08-01 <i>081901899-0046</i> <i>No Mastic present</i>	Carpet with Mastic	Black/Blue/Green Fibrous Heterogeneous	40% Synthetic	60% Non-fibrous (Other)	None Detected
HA-08-02 <i>081901899-0047</i> <i>No Mastic present</i>	Carpet with Mastic	Black/Blue/Green Fibrous Heterogeneous	40% Synthetic	60% Non-fibrous (Other)	None Detected
HA-08-03 <i>081901899-0048</i> <i>No Mastic present</i>	Carpet with Mastic	Black/Blue/Green Fibrous Heterogeneous	50% Synthetic <1% Glass	50% Non-fibrous (Other)	None Detected
HA-09-01 <i>081901899-0049</i>	Cove Base	Green Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-09-01 <i>081901899-0049A</i>	Adhesive	Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-09-02 <i>081901899-0050</i>	Cove Base	Green Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-09-02 <i>081901899-0050A</i>	Adhesive	Beige Non-Fibrous Homogeneous	2% Cellulose	98% Non-fibrous (Other)	None Detected

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
HA-09-03 <i>081901899-0051</i>	Cove Base	Gray/Blue Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-09-03 <i>081901899-0051A</i>	Adhesive	Tan Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
HA-12-01 <i>081901899-0052</i>	Floor Tile	Brown/Red Non-Fibrous Homogeneous		93% Non-fibrous (Other)	7% Chrysotile
HA-12-01 <i>081901899-0052A</i>	Mastic/Leveler	Gray/Black Non-Fibrous Heterogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
HA-12-02 <i>081901899-0053</i>	Adhesive	Tan Non-Fibrous Homogeneous	2% Cellulose 2% Synthetic <1% Hair	96% Non-fibrous (Other)	None Detected
HA-12-02 <i>081901899-0053A</i>	Floor Tile	Brown/Red Non-Fibrous Homogeneous		94% Non-fibrous (Other)	6% Chrysotile
HA-12-02 <i>081901899-0053B</i>	Mastic/Leveler	Gray/Black Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
HA-12-03 <i>081901899-0054</i>	Floor Tile	Red Non-Fibrous Homogeneous		92% Non-fibrous (Other)	8% Chrysotile
HA-12-03 <i>081901899-0054A</i>	Mastic/Leveler	Tan/Black Non-Fibrous Heterogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
HA-10-01 <i>081901899-0055</i>	Ceiling Tile	Gray/White Fibrous Heterogeneous	40% Cellulose 10% Min. Wool	40% Perlite 10% Non-fibrous (Other)	None Detected
HA-10-02 <i>081901899-0056</i>	Ceiling Tile	Gray/White Fibrous Heterogeneous	40% Cellulose 20% Min. Wool	30% Perlite 10% Non-fibrous (Other)	None Detected
HA-10-03 <i>081901899-0057</i>	Ceiling Tile	Gray/White Fibrous Homogeneous	40% Cellulose 15% Min. Wool	35% Perlite 10% Non-fibrous (Other)	None Detected
HA-19-01 <i>081901899-0058</i>	Paneling	Brown/White Fibrous Heterogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
HA-19-02 <i>081901899-0059</i>	Paneling	Brown/White Fibrous Heterogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
HA-19-03 <i>081901899-0060</i>	Paneling	Brown/White Fibrous Heterogeneous	96% Cellulose	4% Non-fibrous (Other)	None Detected
HA-42-01 <i>081901899-0061</i>	Cove Base	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-42-01 <i>081901899-0061A</i>	Adhesive	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-42-02 <i>081901899-0062</i>	Cove Base	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-42-02 <i>081901899-0062A</i>	Adhesive	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
HA-42-03 <i>081901899-0063</i>	Cove Base	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-42-03 <i>081901899-0063A</i>	Adhesive	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-11-01 <i>081901899-0064</i>	Cove Base	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-11-01 <i>081901899-0064A</i>	Adhesive	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-11-02 <i>081901899-0065</i>	Cove Base	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-11-02 <i>081901899-0065A</i>	Adhesive	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-11-03 <i>081901899-0066</i>	Cove Base	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-11-03 <i>081901899-0066A</i>	Adhesive	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-30-01 <i>081901899-0067</i>	Sink Undercoat	Black Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
HA-30-02 <i>081901899-0068</i>	Sink Undercoat	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
HA-30-03 <i>081901899-0069</i>	Sink Undercoat	Black Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
HA-28-01 <i>081901899-0070</i>	Peg Board	Tan Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected
HA-28-02 <i>081901899-0071</i>	Peg Board	Tan Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected
HA-28-03 <i>081901899-0072</i>	Peg Board	Brown/White Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected
HA-29-01 <i>081901899-0073</i>	Particle Board	Tan Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected
HA-29-02 <i>081901899-0074</i>	Particle Board	Tan Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected
HA-29-03 <i>081901899-0075</i>	Particle Board	Tan/White Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected
HA-38-01 <i>081901899-0076</i>	Wrap	Beige Fibrous Homogeneous	97% Cellulose	3% Non-fibrous (Other)	None Detected
HA-38-01 <i>081901899-0076A</i>	Mud	Gray Non-Fibrous Homogeneous	18% Min. Wool	82% Non-fibrous (Other)	None Detected

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			% Fibrous	% Non-Fibrous	% Type
HA-38-02 <i>081901899-0077</i>	Wrap	Beige Fibrous Homogeneous	97% Cellulose	3% Non-fibrous (Other)	None Detected
HA-38-02 <i>081901899-0077A</i>	Mud	Gray Non-Fibrous Homogeneous	27% Min. Wool	73% Non-fibrous (Other)	None Detected
HA-38-03 <i>081901899-0078</i>	Wrap	Beige Fibrous Homogeneous	97% Cellulose	3% Non-fibrous (Other)	None Detected
HA-38-03 <i>081901899-0078B</i>	Insulation	Yellow Fibrous Homogeneous	<1% Cellulose 95% Min. Wool	5% Non-fibrous (Other)	None Detected
HA-38-03 <i>081901899-0078C</i>	Mud	Gray Non-Fibrous Homogeneous	40% Min. Wool	60% Non-fibrous (Other)	None Detected
HA-17-01 <i>081901899-0079</i>	Wrap	Beige Fibrous Homogeneous	96% Cellulose	4% Non-fibrous (Other)	None Detected
HA-17-01 <i>081901899-0079A</i>	Insulation	Tan Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected
HA-17-02 <i>081901899-0080</i>	Wrap	Beige Fibrous Homogeneous	96% Cellulose	4% Non-fibrous (Other)	None Detected
HA-17-02 <i>081901899-0080A</i>	Insulation	Beige Fibrous Homogeneous		16% Non-fibrous (Other)	84% Chrysotile
HA-17-03 <i>081901899-0081</i>	Wrap	Beige Fibrous Homogeneous	97% Cellulose	3% Non-fibrous (Other)	None Detected
HA-17-03 <i>081901899-0081A</i>	Insulation	Gray/White Fibrous Homogeneous		35% Non-fibrous (Other)	65% Chrysotile
HA-18-01 <i>081901899-0082</i>	Wrap	Beige Fibrous Homogeneous	96% Cellulose	4% Non-fibrous (Other)	None Detected
HA-18-01 <i>081901899-0082A</i>	Insulation	Beige Fibrous Homogeneous		15% Non-fibrous (Other)	85% Chrysotile
HA-18-02 <i>081901899-0083</i>	Wrap	Beige Non-Fibrous Homogeneous	96% Cellulose	4% Non-fibrous (Other)	None Detected
HA-18-02 <i>081901899-0083A</i>	Insulation	Beige Fibrous Homogeneous		15% Non-fibrous (Other)	85% Chrysotile
HA-18-03 <i>081901899-0084</i>	Wrap	Beige Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected
HA-18-03 <i>081901899-0084A</i>	Insulation	Gray/White Fibrous Homogeneous		35% Non-fibrous (Other)	65% Chrysotile
HA-32-01 <i>081901899-0085</i>	Carpet	White/Beige Fibrous Heterogeneous	90% Synthetic	10% Non-fibrous (Other)	None Detected
HA-32-01 <i>081901899-0085A</i>	Adhesive	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

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			% Fibrous	% Non-Fibrous	% Type
HA-32-02 <i>081901899-0086</i>	Carpet	White/Beige Fibrous Heterogeneous	90% Synthetic	10% Non-fibrous (Other)	None Detected
HA-32-02 <i>081901899-0086A</i>	Adhesive	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-32-03 <i>081901899-0087</i>	Carpet	Brown/White/Beige Fibrous Homogeneous	2% Cellulose 90% Synthetic	8% Non-fibrous (Other)	None Detected
HA-32-03 <i>081901899-0087A</i>	Adhesive	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-33-01 <i>081901899-0088</i> <i>Only carpet present</i>	Carpet with Mastic	White/Green/Purple Fibrous Heterogeneous	90% Synthetic	10% Non-fibrous (Other)	None Detected
HA-33-02 <i>081901899-0089</i>	Carpet	White/Green/Purple Fibrous Heterogeneous	90% Synthetic	10% Non-fibrous (Other)	None Detected
HA-33-02 <i>081901899-0089A</i>	Adhesive	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-33-03 <i>081901899-0090</i>	Carpet	Brown/White Fibrous Homogeneous	98% Synthetic	2% Non-fibrous (Other)	None Detected
HA-33-03 <i>081901899-0090A</i>	Adhesive	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-37-01 <i>081901899-0091</i>	Sink Undercoat	White Non-Fibrous Homogeneous	20% Cellulose	80% Non-fibrous (Other)	None Detected
HA-37-02 <i>081901899-0092</i>	Sink Undercoat	White Non-Fibrous Homogeneous	25% Cellulose	75% Non-fibrous (Other)	None Detected
HA-37-03 <i>081901899-0093</i>	Sink Undercoat	White Non-Fibrous Homogeneous	30% Cellulose	70% Non-fibrous (Other)	None Detected
HA-34-01 <i>081901899-0094</i>	Grout	Gray Non-Fibrous Homogeneous		15% Quartz 85% Non-fibrous (Other)	None Detected
HA-34-02 <i>081901899-0095</i>	Grout	Gray Non-Fibrous Homogeneous		30% Quartz 70% Non-fibrous (Other)	None Detected
HA-34-03 <i>081901899-0096</i>	Grout	Gray Non-Fibrous Homogeneous	<1% Cellulose	25% Quartz 75% Non-fibrous (Other)	None Detected
HA-27-01 <i>081901899-0097</i> <i>Only drywall present</i>	Drywall and Compound	Brown/Gray Fibrous Heterogeneous	6% Cellulose	94% Non-fibrous (Other)	None Detected
HA-27-02 <i>081901899-0098</i>	Joint Compound	White Non-Fibrous Homogeneous		<1% Mica 100% Non-fibrous (Other)	None Detected
HA-27-02 <i>081901899-0098A</i>	Tape	Beige Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected

Initial report from: 07/16/2019 14:57:19





# EMSL Analytical, Inc.

15111 Northville Rd Plymouth, MI 48170

Tel/Fax: (734) 668-6810 / (734) 668-8532

<http://www.EMSL.com> / [annarborlab@emsl.com](mailto:annarborlab@emsl.com)

**EMSL Order:** 081901899  
**Customer ID:** GEOT30  
**Customer PO:**  
**Project ID:**

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
HA-27-02 <i>081901899-0098B</i>	Drywall	Brown/Gray Fibrous Heterogeneous	50% Cellulose	50% Non-fibrous (Other)	None Detected
HA-27-03 <i>081901899-0099</i>	Joint Compound	White Non-Fibrous Homogeneous	2% Cellulose	<1% Mica 98% Non-fibrous (Other)	None Detected
HA-27-03 <i>081901899-0099A</i>	Tape	Tan Fibrous Homogeneous	97% Cellulose	3% Non-fibrous (Other)	None Detected
HA-27-03 <i>081901899-0099B</i>	Drywall	Gray/White Fibrous Heterogeneous	6% Cellulose	94% Non-fibrous (Other)	None Detected
HA-35-01 <i>081901899-0100</i>	Floor Tile	Gray Non-Fibrous Homogeneous		92% Non-fibrous (Other)	8% Chrysotile
HA-35-01 <i>081901899-0100A</i>	Mastic	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-35-02 <i>081901899-0101</i>	Floor Tile	Gray Non-Fibrous Homogeneous		91% Non-fibrous (Other)	9% Chrysotile
HA-35-02 <i>081901899-0101A</i>	Mastic	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-35-03 <i>081901899-0102</i>	Floor Tile	Gray/Black Non-Fibrous Homogeneous		93% Non-fibrous (Other)	7% Chrysotile
HA-35-03 <i>081901899-0102A</i>	Mastic	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-39-01 <i>081901899-0103</i>	Caulk	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-39-02 <i>081901899-0104</i>	Caulk	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-39-03 <i>081901899-0105</i>	Caulk	Brown/Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-05-01 <i>081901899-0106</i> <i>Inseparable layer</i>	Floor Tile with Mastic	Black/Blue Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
HA-05-02 <i>081901899-0107</i>	Floor Tile	Blue Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-05-02 <i>081901899-0107A</i>	Mastic	Black Non-Fibrous Homogeneous	2% Cellulose	98% Non-fibrous (Other)	None Detected
HA-05-03 <i>081901899-0108</i>	Floor Tile	Blue Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA-05-03 <i>081901899-0108A</i>	Mastic	Black Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected

Initial report from: 07/16/2019 14:57:19



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**EMSL Order:** 081901899  
**Customer ID:** GEOT30  
**Customer PO:**  
**Project ID:**

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
HA-43-01	Mastic	Black/Yellow Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
<i>081901899-0109 Inseparable layers</i>					
HA-43-02	Mastic	Black/Yellow Non-Fibrous Heterogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
<i>081901899-0110 Inseparable layers</i>					
HA-43-03	Mastic	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
<i>081901899-0111</i>					

Analyst(s)

Conner Frymier (22)  
 Rebecca Newman (53)  
 Remy Sherman (25)  
 Waverly Ferguson (65)



\_\_\_\_\_  
 Ryan Shannon, Laboratory Manager  
 or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method"), but augmented with procedures outlined in the 1993 ("final") version of the method. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. All samples received in acceptable condition unless otherwise noted. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. EMSL recommends gravimetric reduction for all non-friable organically bound materials prior to analysis. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Plymouth, MI NVLAP Lab Code 101048-4

Initial report from: 07/16/2019 14:57:19



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107 HADDON AVENUE  
WESTMONT, NJ 08108  
PHONE: (856) 858-4800  
FAX: (856) 858-4960

<b>Company :</b> Tetra Tech		<b>EMSL-Bill to:</b> <input checked="" type="checkbox"/> Same <input type="checkbox"/> Different If Bill to is Different note instructions in Comments**	
<b>Street:</b> 710 Avis Dr. Suite 100		Third Party Billing requires written authorization from third party	
<b>City/State/Zip:</b> Ann Arbor, MI 48108			
<b>Report To (Name):</b> Alison Rauss		<b>Fax #:</b> 734-213-5008	
<b>Telephone #:</b> 734-213-4074		<b>Email Address:</b> alison.rauss@tetrattech.com	
<b>Project Name/Number:</b> 117-1048007			
<b>Please Provide Results:</b> <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email		<b>Purchase Order:</b>	<b>State Samples Taken:</b> Michigan

**TURNAROUND - Please Check\***

3 Hours  
  6 Hours  
  24 Hrs  
  48 Hrs  
  3 Days  
  4 Days  
  5 Days  
  10 Days

\*For TEM Air 3 hours/6 hours, please call ahead to schedule. There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.

<b>PCM - Air</b> <input type="checkbox"/> NIOSH 7400 <input type="checkbox"/> w/ OSHA 8hr. TWA <b>PLM - Bulk (reporting limit)</b> <input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%) <input type="checkbox"/> PLM EPA NOB (<1%) Point Count <input type="checkbox"/> 200 (<0.5%) <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) Point Count w/Gravimetric <input type="checkbox"/> 200 (<0.5%) <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) <input type="checkbox"/> NYS 198.1 (friable in NY) <input type="checkbox"/> NYS 198.6 NOB(non-friable-NY) <input type="checkbox"/> NIOSH 9002 (<1%)	<b>TEM - Air</b> <input type="checkbox"/> AHERA 40 CFR, Part 763 <input type="checkbox"/> NIOSH 7402 <input type="checkbox"/> EPA Level II <input type="checkbox"/> ISO 10312 <b>TEM - Bulk</b> <input type="checkbox"/> TEM EPA NOB <input type="checkbox"/> NYS NOB 198.4 (non-friable-NY) <input type="checkbox"/> Chatfield SOP <input type="checkbox"/> TEM Mass Analysis-EPA 600 sec. 2.5 <b>TEM - Water</b> EPA 100.2 <input type="checkbox"/> Fibers >10µm <input type="checkbox"/> All Fiber Sizes	<b>TEM- Dust</b> <input type="checkbox"/> Microvac - ASTM D 5755 <input type="checkbox"/> Wipe - ASTM D6480 <input type="checkbox"/> Carpet Sonication (EPA 600/J-93/167) <b>Soil/Rock/Vermiculite</b> <input type="checkbox"/> PLM CARB 435 - A (0.25% sensitivity) <input type="checkbox"/> PLM CARB 435 - B (0.1% sensitivity) <input type="checkbox"/> TEM CARB 435 - B (0.1% sensitivity) <input type="checkbox"/> TEM CARB 435 - C (0.01% sensitivity) <input type="checkbox"/> EPA Protocol (Semi-Quantitative) <input type="checkbox"/> EPA Protocol (Quantitative) <b>Other:</b> <input type="checkbox"/>
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Check For Positive Stop - Clearly Identify Homogenous Group

**Samplers Name:** Nate Jessee      **Samplers Signature:** *N. Jessee*

SAMPLE #	SAMPLE DESCRIPTION	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
HA-41-01	Sink undercoat	41	6/26/19 @ 08:29
HA-41-02	Sink undercoat	41	6/26/19 @ 08:30
HA-41-03	Sink undercoat	41	6/26/19 @ 08:31
HA-15-01	Caulk, soft, white	15	6/26/2019 @ 08:45
HA-15-02	Caulk, soft, white	15	6/26/2019 @ 10:22
HA-15-03	Caulk, soft, white	15	6/26/2019 @ 10:45
HA-26-01	Caulk, firm, white	26	6/26/2019 @ 08:51
HA-26-02	Caulk, firm, white	26	6/26/2019 @ 08:52

**\*\*Comments/Special Instructions:**

**Client Sample # (s):** HA-01-01 - HA-43-03      **Total # of Samples:** 41  
**Relinquished (Client):** *N. Jessee (to F60EX)*      **Date:** 7/1/2019      **Time:** 08:45  
**Received (Lab):** *WJ*      **Date:** 7/2/19      **Time:** 10:10



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### Asbestos Chain of Custody

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Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

SAMPLE #	SAMPLE DESCRIPTION	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
HA-26-03	Caulk, firm, white	26	6/26/2019 @ 08:53
HA-02-01	Cove base, brown with mastic	02	6/26/2019 @ 9:15
HA-02-02	Cove base, brown with mastic	02	6/26/2019 @ 9:22
HA-02-03	Cove base, brown with mastic	02	6/26/2019 @ 9:26
HA-20-01	Grout (gray)	20	6/26/2019 @ 9:40
HA-20-02	Grout (gray)	20	6/26/2019 @ 9:43
HA-20-03	Grout (gray)	20	6/26/2019 @ 9:50
HA-21-01	Grout (white)	21	6/26/2019 @ 10:05
HA-21-02	Grout (white)	21	6/26/2019 @ 10:07
HA-21-03	Grout (white)	21	6/26/2019 @ 10:09
HA-23-01	Caulk, firm, white	23	6/26/2019 @ 10:00
HA-23-02	Caulk, firm, white	23	6/26/2019 @ 10:02
HA-23-03	Caulk, firm, white	23	6/26/2019 @ 10:03
HA-24-01	Caulk, soft, tan	24	6/26/2019 @ 10:10
HA-24-02	Caulk, soft, tan	24	6/26/2019 @ 10:11
HA-24-03	Caulk, soft, tan	24	6/26/2019 @ 10:12

\*Comments/Special Instructions:

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Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

SAMPLE #	SAMPLE DESCRIPTION	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
HA-22-01	Grout (white)	22	6/26/2019 @ 10:16
HA-22-02	Grout (white)	22	6/26/2019 @ 10:18
HA-22-03	Grout (white)	22	6/26/2019 @ 10:20
HA-16-01	Sink undercoat (gray)	16	6/26/2019 @ 10:34
HA-16-02	Sink undercoat (gray)	16	6/26/2019 @ 10:35
HA-16-03	Sink undercoat (gray)	16	6/26/2019 @ 10:36
HA-01-01	Floor tile (white) with mastic	01	6/26/2019 @ 10:57
HA-01-02	Floor tile (white) with mastic	01	6/26/2019 @ 13:15
HA-01-03	Floor tile (white) with mastic	01	6/26/2019 @ 13:17
HA-03-01	Floor tile (gray) with mastic	03	6/26/2019 @ 11:01
HA-03-02	Floor tile (gray) with mastic	03	6/26/2019 @ 14:15
HA-03-03	Floor tile (gray) with mastic	03	6/26/2019 @ 14:16
HA-13-01	Carpet with mastic	13	6/26/2019 @ 11:10
HA-13-02	Carpet with mastic	13	6/26/2019 @ 13:00
HA-13-03	Carpet with mastic	13	6/26/2019 @ 13:01
HA-14-01	Cove base (burgundy) with mastic	14	6/26/2019 @ 11:12

\*Comments/Special Instructions:

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### Asbestos Chain of Custody

EMSL Order Number (Lab Use Only):

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Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

SAMPLE #	SAMPLE DESCRIPTION	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
HA-14-02	Cove base (burgundy) with mastic	14	6/26/2019 @ 11:13
HA-14-03	Cove base (burgundy) with mastic	14	6/26/2019 @ 14:13
HA-31-01	Cove base (pink) with mastic	31	6/26/2019 @ 13:09
HA-31-02	Cove base (pink) with mastic	31	6/26/2019 @ 13:10
HA-31-03	Cove base (pink) with mastic	31	6/26/2019 @ 13:14
HA-08-01	Carpet (green) with mastic	08	6/26/2019 @ 11:29
HA-08-02	Carpet (green) with mastic	08	6/26/2019 @ 11:30
HA-08-03	Carpet (green) with mastic	08	6/26/2019 @ 11:44
HA-09-01	Cove base (green) with mastic	09	6/26/2019 @ 11:32
HA-09-02	Cove base (green) with mastic	09	6/26/2019 @ 11:41
HA-09-03	Cove base (green) with mastic	09	6/26/2019 @ 11:42
HA-12-01	Floor tile (red) with mastic	12	6/26/2019 @ 13:24
HA-12-02	Floor tile (red) with mastic	12	6/26/2019 @ 13:25
HA-12-03	Floor tile (red) with mastic	12	6/26/2019 @ 13:26
HA-10-01	Ceiling tile	10	6/26/2019 @ 13:30
HA-10-02	Ceiling tile	10	6/26/2019 @ 13:31

\*Comments/Special Instructions:

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### Asbestos Chain of Custody

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107 HADDON AVENUE  
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Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

SAMPLE #	SAMPLE DESCRIPTION	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
HA-10-03	Ceiling tile	10	6/26/2019 @ 13:32
HA-19-01	Fiber board paneling	19	6/26/2019 @ 13:35
HA-19-02	Fiber board paneling	19	6/26/2019 @ 13:36
HA-19-03	Fiber board paneling	19	6/26/2019 @ 13:37
HA-42-01	Cove base (black) with mastic	42	6/26/2019 @ 13:54
HA-42-02	Cove base (black) with mastic	42	6/26/2019 @ 13:55
HA-42-03	Cove base (black) with mastic	42	6/26/2019 @ 13:56
HA-11-01	Cove base (gray) with mastic	11	6/26/2019 @ 13:47
HA-11-02	Cove base (gray) with mastic	11	6/26/2019 @ 13:50
HA-11-03	Cove base (gray) with mastic	11	6/26/2019 @ 14:10
HA-30-01	Sink undercoat (gray)	30	6/26/2019 @ 14:22
HA-30-02	Sink undercoat (gray)	30	6/26/2019 @ 14:23
HA-30-03	Sink undercoat (gray)	30	6/26/2019 @ 14:24
HA-28-01	Fiber peg board	28	6/27/2019 @ 08:26
HA-28-02	Fiber peg board	28	6/27/2019 @ 08:34
HA-28-03	Fiber peg board	28	6/27/2019 @ 08:47

\*Comments/Special Instructions:

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## Asbestos Chain of Custody

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Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

SAMPLE #	SAMPLE DESCRIPTION	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
HA-29-01	Particle board with laminate	29	6/27/2019 @ 08:25
HA-29-02	Particle board with laminate	29	6/27/2019 @ 08:33
HA-29-03	Particle board with laminate	29	6/27/2019 @ 08:46
HA-38-01	Mudded insulation on boiler pipes	38	6/27/2019 @ 09:35
HA-38-02	Mudded insulation on boiler pipes	38	6/27/2019 @ 09:36
HA-38-03	Mudded insulation on boiler pipes	38	6/27/2019 @ 09:37
HA-17-01	Wrapped insulation on pipes	17	6/27/2019 @ 10:20
HA-17-02	Wrapped insulation on pipes	17	6/27/2019 @ 10:21
HA-17-03	Wrapped insulation on pipes	17	6/27/2019 @ 10:22
HA-18-01	Mudded pipe fitting insulation	18	6/27/2019 @ 10:34
HA-18-02	Mudded pipe fitting insulation	18	6/27/2019 @ 10:35
HA-18-03	Mudded pipe fitting insulation	18	6/27/2019 @ 10:36
HA-32-01	Carpet (tan) with mastic	32	6/27/2019 @ 11:09
HA-32-02	Carpet (tan) with mastic	32	6/27/2019 @ 11:10
HA-32-03	Carpet (tan) with mastic	32	6/27/2019 @ 11:11
HA-33-01	Carpet (purple) with mastic	33	6/27/2019 @ 11:14
<b>*Comments/Special Instructions:</b>			

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SAMPLE #	SAMPLE DESCRIPTION	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
HA-33-02	Carpet (purple) with mastic	33	6/27/2019 @ 11:15
HA-33-03	Carpet (purple) with mastic	33	6/27/2019 @ 11:16
HA-37-01	Sink undercoat (gray)	37	6/27/2019 @ 11:19
HA-37-02	Sink undercoat (gray)	37	6/27/2019 @ 11:20
HA-37-03	Sink undercoat (gray)	37	6/27/2019 @ 11:21
HA-34-01	Grout (gray)	34	6/27/2019 @ 11:26
HA-34-02	Grout (gray)	34	6/27/2019 @ 11:27
HA-34-03	Grout (gray)	34	6/27/2019 @ 11:28
HA-27-01	Drywall and compound	27	6/27/2019 @ 11:34
HA-27-02	Drywall and compound	27	6/27/2019 @ 12:00
HA-27-03	Drywall and compound	27	6/27/2019 @ 12:05
HA-35-01	Floor tile (gray) with mastic	35	6/27/2019 @ 11:40
HA-35-02	Floor tile (gray) with mastic	35	6/27/2019 @ 11:41
HA-35-03	Floor tile (gray) with mastic	35	6/27/2019 @ 11:42
HA-39-01	Caulk, gray, soft	39	6/27/2019 @ 11:45
HA-39-02	Caulk, gray, soft	39	6/27/2019 @ 11:46
<b>*Comments/Special Instructions:</b>			

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Controlled Document – Asbestos COC – R1 – 2/6/2009

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7/1/19

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**ATTACHMENT 3**

**JUNE 28, 2019 - COMBINATION LEAD BASED PAINT INSPECTION AND RISK  
ASSESSMENT SURVEY (ETC)**

**AND**

**SEPTEMBER 4, 2019 – RADON TESTING AT YPSILANTI COMMUNITY CENTER (ETC)**



**COMBINATION LEAD BASED PAINT  
INSPECTION AND  
RISK ASSESSMENT SURVEY**

**FOR THE PROPERTY KNOWN AS:**

2025 East Clark Road

Ypsilanti, MI 48198

Owner's name: Ypsilanti Township

Owner's Phone #: 734-484-4700

Current Occupant's name: Ypsilanti Community Center

Date of Construction: 1943



**PREPARED FOR:**

Tetra Tech

710 Avis Drive- Suite 100

Ann Arbor, MI-48108

734-213-2204

**LABWORK PROVIDED BY**

Accurate Analytical Testing (AAT)

(734) 699-5227

NLLAP # 100986

**DATE(S) OF ASSESSMENT:**

6/28/19

**REPORT PREPARED AND SUBMITTED BY:**

Richard Bremer and Yi Chien Tung

EPA Certified Lead Risk Assessor

Certification #: P-01082 and P-08180

ETC Job#: 222873

38900 West Huron River Drive, Romulus, MI 48174

PHONE: (734) 955-6600 FAX: (734) 955-6604

WEBSITE: [www.2etc.com](http://www.2etc.com)



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**Executive Summary of  
Existing Lead Hazards including  
Abatement and Interim Control Options**

<i>Client</i>	Tetra-Tech		
<i>Survey Location:</i>	2025 E. Clark, Ypsilanti Twp., MI 48198		
<i>Survey Date:</i>	6/25/2019, 6/26/2019	<b>Job#:</b>	222873
<i>Inspectors:</i>	Rick Bremer, Yi Chien Tung		

***The items listed here represent the lead based paint hazards found at this building/site. For each identified hazard, there are corresponding options for performing abatement (long term) fixes and interim control (shorter term) fixes. The client and/or their representative need to select the appropriate and affordable solution to address each of the identified hazards.***

***\*Always refer to the Potential Hazard Chart (Appendix C) to determine where other lead painted items may be located as not to create additional hazards during the course of the work. If these items are disturbed, lead safe work practices must be followed.***

***\*Selected abatement and interim control activities should be completed by a certified abatement contractor or when appropriate a certified renovation firm. After completing these activities, complete and thorough cleaning must be performed following EPA/HUD "Lead Safe Work Practices Procedures". Additionally, after all work has been completed, a final lead clearance should be conducted and may be required. It is the responsibility of the person(s) performing the lead hazard control work to ensure that all appropriate procedures and regulations are followed.***

Identified Hazard	Severity	Priority	Abatement Options	Interim Control Options
<b><i>Hazards throughout Home</i></b>				
<i>Dust levels in some window troughs / wells</i> within the home were found to have elevated lead levels. Therefore, <b>all</b> window troughs should be considered to be lead contaminated.	Medium	Medium	The risk assessor believes that these high lead levels were caused by other lead hazards dealt with below. Therefore, after having completed all other abatement / interim control options, clean the entire house for lead dust thoroughly using the accepted HEPA-Wash-HEPA cleaning methods.	The risk assessor believes that these high lead levels were caused by other lead hazards dealt with below. Therefore, after having completed all other abatement / interim control options, clean the entire house for lead dust thoroughly using the accepted HEPA-Wash-HEPA cleaning methods.
<i>Dust levels on some floors</i> within the home were found to have elevated lead levels. Therefore, <b>all</b> floors should be considered to be lead contaminated.	Low	Low	The risk assessor believes that these high lead levels were caused by other lead hazards dealt with below. Therefore, after having completed all other abatement / interim control options, clean the entire house for lead dust thoroughly using the accepted HEPA-Wash-HEPA cleaning methods.	The risk assessor believes that these high lead levels were caused by other lead hazards dealt with below. Therefore, after having completed all other abatement / interim control options, clean the entire house for lead dust thoroughly using the accepted HEPA-Wash-HEPA cleaning methods.
<b><i>Hallway 15</i></b>				
Shelves and Shelf Brackets in Closets 3 and 4 represent deteriorated lead paint surface hazards.	Medium	Low	1) Remove and replace with new components or 2) strip all surfaces bare to the substrate, make necessary repairs and recoat.	Wet scrape / sand all surfaces, make necessary repairs, stabilize all surfaces and repaint.
Pipe in Closet 3 represents deteriorated lead paint surface hazard.	Medium	Low	1) Remove and replace with new components or 2) strip all surfaces bare to the substrate, make necessary repairs and recoat.	Wet scrape / sand all surfaces, make necessary repairs, stabilize all surfaces and repaint.
Coat Rack in Closet 3 represents deteriorated lead paint surface hazard.	Medium	Low	1) Remove and replace with new components or 2) strip all surfaces bare to the substrate, make necessary repairs and recoat.	Wet scrape / sand all surfaces, make necessary repairs, stabilize all surfaces and repaint.

Identified Hazard	Severity	Priority	Abatement Options	Interim Control Options
Door Casing, Jambs, and Stops, side B6, represent deteriorated lead paint <b>Friction/Impact</b> surface hazards.	Medium	Medium	1) Remove and replace with new door systems or 2) replace individual lead painted components or 3) strip all surfaces bare to the substrate, stabilize surfaces, and repaint.	1) Refit door to eliminate friction points, wet scrape/sand all surfaces, make necessary repairs, including installation of weatherstripping or other "soft" stop material, stabilize all surfaces and repaint or 2) Use friction reduction treatments (jamb liners, weatherstripping, rubber padding, tread covers, etc.) to reduce wear or 3) Wet plane all friction / impact surfaces, wet scrape all remaining surfaces, make necessary repairs, stabilize all surfaces and repaint.
Door, Casing, Jambs, and Stops, Closet 3, represent deteriorated lead paint <b>Friction/Impact</b> surface hazards.	Medium	Medium	1) Remove and replace with new door systems or 2) replace individual lead painted components or 3) strip all surfaces bare to the substrate, stabilize surfaces, and repaint.	1) Refit door to eliminate friction points, wet scrape/sand all surfaces, make necessary repairs, including installation of weatherstripping or other "soft" stop material, stabilize all surfaces and repaint or 2) Use friction reduction treatments (jamb liners, weatherstripping, rubber padding, tread covers, etc.) to reduce wear or 3) Wet plane all friction / impact surfaces, wet scrape all remaining surfaces, make necessary repairs, stabilize all surfaces and repaint.
Door, Casing, and Jambs, Closet 4, represent deteriorated lead paint <b>Friction/Impact</b> surface hazards.	Medium	Medium	1) Remove and replace with new door systems or 2) replace individual lead painted components or 3) strip all surfaces bare to the substrate, stabilize surfaces, and repaint.	1) Refit door to eliminate friction points, wet scrape/sand all surfaces, make necessary repairs, including installation of weatherstripping or other "soft" stop material, stabilize all surfaces and repaint or 2) Use friction reduction treatments (jamb liners, weatherstripping, rubber padding, tread covers, etc.) to reduce wear or 3) Wet plane all friction / impact surfaces, wet scrape all remaining surfaces, make necessary repairs, stabilize all surfaces and repaint.
<b>Utility Room 15</b>				
White painted Stair Balusters, side D, represent deteriorated lead paint surface hazards.	Medium	Low	1) Remove and replace with new components or 2) strip all surfaces bare to the substrate, make necessary repairs and recoat.	Wet scrape / sand all surfaces, make necessary repairs, stabilize all surfaces and repaint.
Door Jambs, side D, represent deteriorated lead paint <b>Friction/Impact</b> surface hazards.	Medium	Medium	1) Remove and replace with new door systems or 2) replace individual lead painted components or 3) strip all surfaces bare to the substrate, stabilize surfaces, and repaint.	1) Refit door to eliminate friction points, wet scrape/sand all surfaces, make necessary repairs, including installation of weatherstripping or other "soft" stop material, stabilize all surfaces and repaint or 2) Use friction reduction treatments (jamb liners, weatherstripping, rubber padding, tread covers, etc.) to reduce wear or 3) Wet plane all friction / impact surfaces, wet scrape all remaining surfaces, make necessary repairs, stabilize all surfaces and repaint.
<b>Storage 19</b>				
Ceiling, Ceiling Beams, and 2 X 4 Ceiling Supports represent deteriorated lead paint surface hazards.	Low	Low	1) Enclose with drywall or other suitable wallboard material or 2) wet scrape/sand all surfaces, make necessary repairs, stabilize surfaces and encapsulate with a Michigan approved encapsulant.	Wet scrape / sand all surfaces, make necessary repairs, stabilize all surfaces and repaint.
Baseboards represent deteriorated lead paint surface hazards.	Medium	Medium	1) Remove and replace with new components or 2) wet scrape/sand all surfaces, make necessary repairs, stabilize surfaces and encapsulate with a Michigan approved encapsulant, install stops at all contact points with other building components (I.E. doors, etc.) or 3) strip all surfaces bare to the substrate, make necessary repairs and recoat.	Wet scrape / sand all surfaces, make necessary repairs, stabilize all surfaces and repaint. Install stops at all contact points with other building components (I.E. doors, etc.)

Identified Hazard	Severity	Priority	Abatement Options	Interim Control Options
Column, side B, represents deteriorated lead paint surface hazards.	Medium	Medium	1) Remove and replace with new components or 2) wet scrape/sand all surfaces, make necessary repairs, stabilize surfaces and encapsulate with a Michigan approved encapsulant or 3) strip all surfaces bare to the substrate (either chemically or using mechanical wet methods), make necessary repairs and recoat.	Wet scrape / sand all surfaces, make necessary repairs, stabilize all surfaces and repaint.
<b>Interior Garage 20</b>				
Wall C represents deteriorated lead paint surface hazard.	Medium	Medium	1) Enclose with drywall or other suitable wallboard material or 2) wet scrape/sand all surfaces, make necessary repairs, stabilize surfaces and encapsulate with a Michigan approved encapsulant.	Wet scrape / sand all surfaces, make necessary repairs, stabilize all surfaces and repaint.
Red and Purple painted Columns, at center, represent deteriorated lead paint surface hazards.	High	Medium	1) Remove and replace with new components or 2) wet scrape/sand all surfaces, make necessary repairs, stabilize surfaces and encapsulate with a Michigan approved encapsulant or 3) strip all surfaces bare to the substrate (either chemically or using mechanical wet methods), make necessary repairs and recoat.	Wet scrape / sand all surfaces, make necessary repairs, stabilize all surfaces and repaint.
Door Jambs, side D1, represent deteriorated lead paint <b>Friction/Impact</b> surface hazards.	Medium	Medium	1) Remove and replace with new door systems or 2) replace individual lead painted components or 3) strip all surfaces bare to the substrate, stabilize surfaces, and repaint.	1) Refit door to eliminate friction points, wet scrape/sand all surfaces, make necessary repairs, including installation of weatherstripping or other "soft" stop material, stabilize all surfaces and repaint or 2) Use friction reduction treatments (jamb liners, weatherstripping, rubber padding, tread covers, etc.) to reduce wear or 3) Wet plane all friction / impact surfaces, wet scrape all remaining surfaces, make necessary repairs, stabilize all surfaces and repaint.
Door, Jambs, and Stops, side D2, represent deteriorated lead paint <b>Friction/Impact</b> surface hazards.	Medium	Medium	1) Remove and replace with new door systems or 2) replace individual lead painted components or 3) strip all surfaces bare to the substrate, stabilize surfaces, and repaint.	1) Refit door to eliminate friction points, wet scrape/sand all surfaces, make necessary repairs, including installation of weatherstripping or other "soft" stop material, stabilize all surfaces and repaint or 2) Use friction reduction treatments (jamb liners, weatherstripping, rubber padding, tread covers, etc.) to reduce wear or 3) Wet plane all friction / impact surfaces, wet scrape all remaining surfaces, make necessary repairs, stabilize all surfaces and repaint.
Door Stops and Jambs, side B1 and B2, represent deteriorated lead paint <b>Friction/Impact</b> surface hazards.	Medium	Medium	1) Remove and replace with new door systems or 2) replace individual lead painted components or 3) strip all surfaces bare to the substrate, stabilize surfaces, and repaint.	1) Refit door to eliminate friction points, wet scrape/sand all surfaces, make necessary repairs, including installation of weatherstripping or other "soft" stop material, stabilize all surfaces and repaint or 2) Use friction reduction treatments (jamb liners, weatherstripping, rubber padding, tread covers, etc.) to reduce wear or 3) Wet plane all friction / impact surfaces, wet scrape all remaining surfaces, make necessary repairs, stabilize all surfaces and repaint.
Door Casing, Stops, and Jambs, Closet 1 and Closet 2, represent deteriorated lead paint <b>Friction/Impact</b> surface hazards.	Medium	Medium	1) Remove and replace with new door systems or 2) replace individual lead painted components or 3) strip all surfaces bare to the substrate, stabilize surfaces, and repaint.	1) Refit door to eliminate friction points, wet scrape/sand all surfaces, make necessary repairs, including installation of weatherstripping or other "soft" stop material, stabilize all surfaces and repaint or 2) Use friction reduction treatments (jamb liners, weatherstripping, rubber padding, tread covers, etc.) to reduce wear or 3) Wet plane all friction / impact surfaces, wet scrape all remaining surfaces, make necessary repairs, stabilize all surfaces and repaint.

Identified Hazard	Severity	Priority	Abatement Options	Interim Control Options
Door Casing and Jambs, Closet 3 and Closet 4, represent deteriorated lead paint <b>Friction/Impact</b> surface hazards.	Medium	Medium	1) Remove and replace with new door systems or 2) replace individual lead painted components or 3) strip all surfaces bare to the substrate, stabilize surfaces, and repaint.	1) Refit door to eliminate friction points, wet scrape/sand all surfaces, make necessary repairs, including installation of weatherstripping or other "soft" stop material, stabilize all surfaces and repaint or 2) Use friction reduction treatments (jamb liners, weatherstripping, rubber padding, tread covers, etc.) to reduce wear or 3) Wet plane all friction / impact surfaces, wet scrape all remaining surfaces, make necessary repairs, stabilize all surfaces and repaint.
Overhead Door Jambs, side D1, D2, D3, and D4, represent deteriorated lead paint <b>Friction/Impact</b> surface hazards.	Medium	Medium	1) Remove and replace with new door systems or 2) replace individual lead painted components or 3) strip all surfaces bare to the substrate, stabilize surfaces, and repaint.	1) Refit door to eliminate friction points, wet scrape/sand all surfaces, make necessary repairs, including installation of weatherstripping or other "soft" stop material, stabilize all surfaces and repaint or 2) Use friction reduction treatments (jamb liners, weatherstripping, rubber padding, tread covers, etc.) to reduce wear or 3) Wet plane all friction / impact surfaces, wet scrape all remaining surfaces, make necessary repairs, stabilize all surfaces and repaint.
<b>Hallway 33</b>				
Door Stops, side A1, represent deteriorated lead paint <b>Friction/Impact</b> surface hazards.	Medium	Medium	1) Remove and replace with new door systems or 2) replace individual lead painted components or 3) strip all surfaces bare to the substrate, stabilize surfaces, and repaint.	1) Refit door to eliminate friction points, wet scrape/sand all surfaces, make necessary repairs, including installation of weatherstripping or other "soft" stop material, stabilize all surfaces and repaint or 2) Use friction reduction treatments (jamb liners, weatherstripping, rubber padding, tread covers, etc.) to reduce wear or 3) Wet plane all friction / impact surfaces, wet scrape all remaining surfaces, make necessary repairs, stabilize all surfaces and repaint.
Door Stops and Jambs, side A2, represent deteriorated lead paint <b>Friction/Impact</b> surface hazards.	Medium	Medium	1) Remove and replace with new door systems or 2) replace individual lead painted components or 3) strip all surfaces bare to the substrate, stabilize surfaces, and repaint.	1) Refit door to eliminate friction points, wet scrape/sand all surfaces, make necessary repairs, including installation of weatherstripping or other "soft" stop material, stabilize all surfaces and repaint or 2) Use friction reduction treatments (jamb liners, weatherstripping, rubber padding, tread covers, etc.) to reduce wear or 3) Wet plane all friction / impact surfaces, wet scrape all remaining surfaces, make necessary repairs, stabilize all surfaces and repaint.
Door Casing and Jambs, Closets 2, Closet 3, and Closet 4, represent deteriorated lead paint <b>Friction/Impact</b> surface hazards.	Medium	Medium	1) Remove and replace with new door systems or 2) replace individual lead painted components or 3) strip all surfaces bare to the substrate, stabilize surfaces, and repaint.	1) Refit door to eliminate friction points, wet scrape/sand all surfaces, make necessary repairs, including installation of weatherstripping or other "soft" stop material, stabilize all surfaces and repaint or 2) Use friction reduction treatments (jamb liners, weatherstripping, rubber padding, tread covers, etc.) to reduce wear or 3) Wet plane all friction / impact surfaces, wet scrape all remaining surfaces, make necessary repairs, stabilize all surfaces and repaint.
Walls in Closet 1 represents deteriorated lead paint surface hazard.	Medium	Low	1) Enclose with drywall or other suitable wallboard material or 2) wet scrape/sand all surfaces, make necessary repairs, stabilize surfaces and encapsulate with a Michigan approved encapsulant.	Wet scrape / sand all surfaces, make necessary repairs, stabilize all surfaces and repaint.
Shelves and Shelf Brackets in Closets 2 and 4 represent deteriorated lead paint surface hazards.	Medium	Low	1) Remove and replace with new components or 2) strip all surfaces bare to the substrate, make necessary repairs and recoat.	Wet scrape / sand all surfaces, make necessary repairs, stabilize all surfaces and repaint.

Identified Hazard	Severity	Priority	Abatement Options	Interim Control Options
Baseboards in Closet 2 represent deteriorated lead paint surface hazards.	Medium	Low	1) Remove and replace with new components or 2) wet scrape/sand all surfaces, make necessary repairs, stabilize surfaces and encapsulate with a Michigan approved encapsulant, install stops at all contact points with other building components (I.E. doors, etc.) or 3) strip all surfaces bare to the substrate, make necessary repairs and recoat.	Wet scrape / sand all surfaces, make necessary repairs, stabilize all surfaces and repaint. Install stops at all contact points with other building components (I.E. doors, etc.)
Drain Pipe in Closet 3 represents deteriorated lead paint surface hazard.	Medium	Low	1) Remove and replace with new components or 2) strip all surfaces bare to the substrate, make necessary repairs and recoat.	Wet scrape / sand all surfaces, make necessary repairs, stabilize all surfaces and repaint.
Duct in Closet 4 represents deteriorated lead paint surface hazard.	Medium	Low	1) Remove and replace with new components or 2) strip all surfaces bare to the substrate, make necessary repairs and recoat.	Wet scrape / sand all surfaces, make necessary repairs, stabilize all surfaces and repaint.
<b>Gym 34</b>				
Vent Jamb, side A, represents deteriorated lead paint surface hazard.	Medium	Medium	1) Remove and replace with new components or 2) strip all surfaces bare to the substrate, make necessary repairs and recoat.	Wet scrape / sand all surfaces, make necessary repairs, stabilize all surfaces and repaint.
Vertical Wood and Metal Wall Casing/Framing, center of side C, represents deteriorated lead paint surface hazard.	Medium	Medium	1) Remove and replace with new components or 2) strip all surfaces bare to the substrate, make necessary repairs and recoat.	Wet scrape / sand all surfaces, make necessary repairs, stabilize all surfaces and repaint.
Door Casing, side A2, represents deteriorated lead paint <b>Friction/Impact</b> surface hazard.	Medium	Medium	1) Remove and replace with new door systems or 2) replace individual lead painted components or 3) strip all surfaces bare to the substrate, stabilize surfaces, and repaint.	1) Refit door to eliminate friction points, wet scrape/sand all surfaces, make necessary repairs, including installation of weatherstripping or other "soft" stop material, stabilize all surfaces and repaint or 2) Use friction reduction treatments (jamb liners, weatherstripping, rubber padding, tread covers, etc.) to reduce wear or 3) Wet plane all friction / impact surfaces, wet scrape all remaining surfaces, make necessary repairs, stabilize all surfaces and repaint.
Gym Ceiling, including Wood Beams/Framing, was inaccessible due to excessive height. These components were of similar construction and visually exhibited a similar painting history to other components tested. Therefore, they were considered part of a testing combination and must be lead paint hazards.	Low	Low	1) Enclose with drywall or other suitable wallboard material or 2) wet scrape/sand all surfaces, make necessary repairs, stabilize surfaces and encapsulate with a Michigan approved encapsulant.	Wet scrape / sand all surfaces, make necessary repairs, stabilize all surfaces and repaint.
<b>Women's Locker 35</b>				
Walls in Bathroom area (pink-painted cinderblock) represent deteriorated lead paint surface hazards.	Medium	Low	1) Enclose with drywall or other suitable wallboard material or 2) wet scrape/sand all surfaces, make necessary repairs, stabilize surfaces and encapsulate with a Michigan approved encapsulant.	Wet scrape / sand all surfaces, make necessary repairs, stabilize all surfaces and repaint.
<b>Classroom 36</b>				
Vent Jamb and Trim, side A, represent deteriorated lead paint surface hazards.	Medium	Medium	1) Remove and replace with new components or 2) strip all surfaces bare to the substrate, make necessary repairs and recoat.	Wet scrape / sand all surfaces, make necessary repairs, stabilize all surfaces and repaint.
<b>Classroom 38</b>				



Identified Hazard	Severity	Priority	Abatement Options	Interim Control Options
Vent Jamb and Trim, side C, represents deteriorated lead paint surface hazard.	Medium	Medium	1) Remove and replace with new components or 2) strip all surfaces bare to the substrate, make necessary repairs and recoat.	Wet scrape / sand all surfaces, make necessary repairs, stabilize all surfaces and repaint.
<b>Classroom 39</b>				
Vent Jamb and Trim, side C, represents deteriorated lead paint surface hazard.	Medium	Medium	1) Remove and replace with new components or 2) strip all surfaces bare to the substrate, make necessary repairs and recoat.	Wet scrape / sand all surfaces, make necessary repairs, stabilize all surfaces and repaint.
Window Header Framing, side A, represents deteriorated lead paint surface hazard.	Low	Low	1) Remove and replace with new replacement windows or 2) replace individual lead painted components or 3) enclose all lead painted surfaces or 4) strip all surfaces bare to the substrate, make necessary repairs, stabilize surfaces, and repaint.	Wet scrape / sand all surfaces, make necessary repairs, stabilize all surfaces and repaint.
<b>Classroom 40</b>				
Vent Jamb and Trim, side C, represents deteriorated lead paint surface hazard.	Medium	Medium	1) Remove and replace with new components or 2) strip all surfaces bare to the substrate, make necessary repairs and recoat.	Wet scrape / sand all surfaces, make necessary repairs, stabilize all surfaces and repaint.
Window Header Framing, side A, represents deteriorated lead paint surface hazard.	Low	Low	1) Remove and replace with new replacement windows or 2) replace individual lead painted components or 3) enclose all lead painted surfaces or 4) strip all surfaces bare to the substrate, make necessary repairs, stabilize surfaces, and repaint.	Wet scrape / sand all surfaces, make necessary repairs, stabilize all surfaces and repaint.
<b>Office 41</b>				
Baseboards represent deteriorated lead paint surface hazards.	Medium	Low	1) Remove and replace with new components or 2) wet scrape/sand all surfaces, make necessary repairs, stabilize surfaces and encapsulate with a Michigan approved encapsulant, install stops at all contact points with other building components (I.E. doors, etc.) or 3) strip all surfaces bare to the substrate, make necessary repairs and recoat.	Wet scrape / sand all surfaces, make necessary repairs, stabilize all surfaces and repaint. Install stops at all contact points with other building components (I.E. doors, etc.)
Window Header Framing, side A, represents deteriorated lead paint surface hazard.	Medium	Low	1) Remove and replace with new replacement windows or 2) replace individual lead painted components or 3) enclose all lead painted surfaces or 4) strip all surfaces bare to the substrate, make necessary repairs, stabilize surfaces, and repaint.	Wet scrape / sand all surfaces, make necessary repairs, stabilize all surfaces and repaint.

Identified Hazard	Severity	Priority	Abatement Options	Interim Control Options
Door Casing, Stops, and Jambs, Center, represent deteriorated lead paint <b>Friction/Impact</b> surface hazards.	Medium	Medium	1) Remove and replace with new door systems or 2) replace individual lead painted components or 3) strip all surfaces bare to the substrate, stabilize surfaces, and repaint.	1) Refit door to eliminate friction points, wet scrape/sand all surfaces, make necessary repairs, including installation of weatherstripping or other "soft" stop material, stabilize all surfaces and repaint or 2) Use friction reduction treatments (jamb liners, weatherstripping, rubber padding, tread covers, etc.) to reduce wear or 3) Wet plane all friction / impact surfaces, wet scrape all remaining surfaces, make necessary repairs, stabilize all surfaces and repaint.
<b>Men's Locker 42</b>				
Wall C (grey-painted wood) represent deteriorated lead paint surface hazards.	Low	Low	1) Enclose with drywall or other suitable wallboard material or 2) wet scrape/sand all surfaces, make necessary repairs, stabilize surfaces and encapsulate with a Michigan approved encapsulant.	Wet scrape / sand all surfaces, make necessary repairs, stabilize all surfaces and repaint.
<b>Interior Garage 50</b>				
Baseboards represent deteriorated lead paint surface hazards.	Medium	Low	1) Remove and replace with new components or 2) wet scrape/sand all surfaces, make necessary repairs, stabilize surfaces and encapsulate with a Michigan approved encapsulant, install stops at all contact points with other building components (I.E. doors, etc.) or 3) strip all surfaces bare to the substrate, make necessary repairs and recoat.	Wet scrape / sand all surfaces, make necessary repairs, stabilize all surfaces and repaint. Install stops at all contact points with other building components (I.E. doors, etc.)
Beam at Ceiling represents deteriorated lead paint surface hazard.	Medium	Low	1) Remove and replace with new components or 2) strip all surfaces bare to the substrate, make necessary repairs and recoat.	Wet scrape / sand all surfaces, make necessary repairs, stabilize all surfaces and repaint.
Support Column at Center represents deteriorated lead paint surface hazard.	Medium	Low	1) Remove and replace with new components or 2) strip all surfaces bare to the substrate, make necessary repairs and recoat.	Wet scrape / sand all surfaces, make necessary repairs, stabilize all surfaces and repaint.
Wall Casings, side B, C, and D, represent deteriorated lead paint surface hazards.	Medium	Low	1) Remove and replace with new components or 2) strip all surfaces bare to the substrate, make necessary repairs and recoat.	Wet scrape / sand all surfaces, make necessary repairs, stabilize all surfaces and repaint.
Boarded Window Sill and Jamb, side B, represent deteriorated lead paint surface hazards.	High	Low	1) Remove and replace with new components or 2) strip all surfaces bare to the substrate, make necessary repairs and recoat.	Wet scrape / sand all surfaces, make necessary repairs, stabilize all surfaces and repaint.
Overhead Door Jambs, side B, represent deteriorated lead paint <b>Friction/Impact</b> surface hazards.	Medium	Medium	1) Remove and replace with new door systems or 2) replace individual lead painted components or 3) strip all surfaces bare to the substrate, stabilize surfaces, and repaint.	1) Refit door to eliminate friction points, wet scrape/sand all surfaces, make necessary repairs, including installation of weatherstripping or other "soft" stop material, stabilize all surfaces and repaint or 2) Use friction reduction treatments (jamb liners, weatherstripping, rubber padding, tread covers, etc.) to reduce wear or 3) Wet plane all friction / impact surfaces, wet scrape all remaining surfaces, make necessary repairs, stabilize all surfaces and repaint.
<b>Interior Garage 51</b>				

Identified Hazard	Severity	Priority	Abatement Options	Interim Control Options
Support Column at Center represents deteriorated lead paint surface hazard.	High	Low	1) Remove and replace with new components or 2) strip all surfaces bare to the substrate, make necessary repairs and recoat.	Wet scrape / sand all surfaces, make necessary repairs, stabilize all surfaces and repaint.
Beam at Ceiling represents deteriorated lead paint surface hazard.	Medium	Low	1) Remove and replace with new components or 2) strip all surfaces bare to the substrate, make necessary repairs and recoat.	Wet scrape / sand all surfaces, make necessary repairs, stabilize all surfaces and repaint.
Baseboards represent deteriorated lead paint surface hazards.	High	Low	1) Remove and replace with new components or 2) wet scrape/sand all surfaces, make necessary repairs, stabilize surfaces and encapsulate with a Michigan approved encapsulant, install stops at all contact points with other building components (I.E. doors, etc.) or 3) strip all surfaces bare to the substrate, make necessary repairs and recoat.	Wet scrape / sand all surfaces, make necessary repairs, stabilize all surfaces and repaint. Install stops at all contact points with other building components (I.E. doors, etc.)
Vent Jamb and Casing, side D, represents deteriorated lead paint surface hazard.	High	Medium	1) Remove and replace with new components or 2) strip all surfaces bare to the substrate, make necessary repairs and recoat.	Wet scrape / sand all surfaces, make necessary repairs, stabilize all surfaces and repaint.
All Boarded Window Sills, Stops, Casings, Frames, and Jambs, side B, represent deteriorated lead paint surface hazards.	High	Low	1) Remove and replace with new components or 2) strip all surfaces bare to the substrate, make necessary repairs and recoat.	Wet scrape / sand all surfaces, make necessary repairs, stabilize all surfaces and repaint.
Door Framing, side B1, represents deteriorated lead paint <b>Friction/Impact</b> surface hazard.	High	Medium	1) Remove and replace with new door systems or 2) replace individual lead painted components or 3) strip all surfaces bare to the substrate, stabilize surfaces, and repaint.	1) Refit door to eliminate friction points, wet scrape/sand all surfaces, make necessary repairs, including installation of weatherstripping or other "soft" stop material, stabilize all surfaces and repaint or 2) Use friction reduction treatments (jamb liners, weatherstripping, rubber padding, tread covers, etc.) to reduce wear or 3) Wet plane all friction / impact surfaces, wet scrape all remaining surfaces, make necessary repairs, stabilize all surfaces and repaint.
Boarded Door Casing, Jambs, and Transom, side B2, represent deteriorated lead paint <b>Friction/Impact</b> surface hazards.	High	Medium	1) Remove and replace with new door systems or 2) replace individual lead painted components or 3) strip all surfaces bare to the substrate, stabilize surfaces, and repaint.	1) Refit door to eliminate friction points, wet scrape/sand all surfaces, make necessary repairs, including installation of weatherstripping or other "soft" stop material, stabilize all surfaces and repaint or 2) Use friction reduction treatments (jamb liners, weatherstripping, rubber padding, tread covers, etc.) to reduce wear or 3) Wet plane all friction / impact surfaces, wet scrape all remaining surfaces, make necessary repairs, stabilize all surfaces and repaint.
Boarded Door Casing and Transom, side D1, represent deteriorated lead paint <b>Friction/Impact</b> surface hazards.	High	Medium	1) Remove and replace with new door systems or 2) replace individual lead painted components or 3) strip all surfaces bare to the substrate, stabilize surfaces, and repaint.	1) Refit door to eliminate friction points, wet scrape/sand all surfaces, make necessary repairs, including installation of weatherstripping or other "soft" stop material, stabilize all surfaces and repaint or 2) Use friction reduction treatments (jamb liners, weatherstripping, rubber padding, tread covers, etc.) to reduce wear or 3) Wet plane all friction / impact surfaces, wet scrape all remaining surfaces, make necessary repairs, stabilize all surfaces and repaint.

Identified Hazard	Severity	Priority	Abatement Options	Interim Control Options
Boarded Door Blocking and Casing, side D2, represent deteriorated lead paint <b>Friction/Impact</b> surface hazards.	High	Medium	1) Remove and replace with new door systems or 2) replace individual lead painted components or 3) strip all surfaces bare to the substrate, stabilize surfaces, and repaint.	1) Refit door to eliminate friction points, wet scrape/sand all surfaces, make necessary repairs, including installation of weatherstripping or other "soft" stop material, stabilize all surfaces and repaint or 2) Use friction reduction treatments (jamb liners, weatherstripping, rubber padding, tread covers, etc.) to reduce wear or 3) Wet plane all friction / impact surfaces, wet scrape all remaining surfaces, make necessary repairs, stabilize all surfaces and repaint.
Overhead Door Jambs, side B1 and B2, represent deteriorated lead paint <b>Friction/Impact</b> surface hazards.	High	Medium	1) Remove and replace with new door systems or 2) replace individual lead painted components or 3) strip all surfaces bare to the substrate, stabilize surfaces, and repaint.	1) Refit door to eliminate friction points, wet scrape/sand all surfaces, make necessary repairs, including installation of weatherstripping or other "soft" stop material, stabilize all surfaces and repaint or 2) Use friction reduction treatments (jamb liners, weatherstripping, rubber padding, tread covers, etc.) to reduce wear or 3) Wet plane all friction / impact surfaces, wet scrape all remaining surfaces, make necessary repairs, stabilize all surfaces and repaint.
Cabinet Shelves and Trim, side B, represent deteriorated lead paint surface hazards.	High	Medium	1) Remove and replace with new components or 2) strip all surfaces bare to the substrate, make necessary repairs and recoat.	Wet scrape / sand all surfaces, make necessary repairs, stabilize all surfaces and repaint.
<b><i>Entire Home</i></b>				
<u>After having completed all other abatement and interim control options.</u>	NA	NA	<b>After completing all abatement and interim control options clean the entire home for lead dust thoroughly using the accepted HEPA-Wash-HEPA cleaning methods.</b>	<b>After completing all abatement and interim control options clean the entire home for lead dust thoroughly using the accepted HEPA-Wash-HEPA cleaning methods.</b>



***During the course of this lead combination investigation:***

***Lead Based Paint was identified on some components***

***Lead Based Paint Hazards were identified in some areas***

## **II.) PURPOSE AND SCOPE OF WORK**

Attached here within are the results of a lead based paint (LPB) combination inspection and risk assessment (combination survey) performed by Richard Bremer and Yi Chien Tung of ETC - Environmental Services (ETC). This combination survey was performed for Tetra Tech at 2025 East Clark Road in Ypsilanti, MI 48198. The site work was performed on 6/28/19 by Richard Bremer and Yi Chien Tung. Richard Bremer and Yi Chien Tung is an EPA certified lead risk assessor and has completed the manufacturer's training course regarding radiation safety and x-ray measurement technology.

The purpose of a lead combination survey is to identify any existing lead paint and/or lead hazards that might exist within the residence. The process of identifying all lead based paint in a residence is referred to as a lead inspection while identifying all lead hazards in a residence is a risk assessment. It has become common in the industry to perform both of these services at one time and this is referred to as a lead combination survey. Although this report represents both services, for the purposes of discussion, we will discuss the methods and goals of inspections and risk assessments separately.

### **A. Lead Inspections**

ETC's inspection started by breaking down the dwelling into separate functional areas. For the testing of paint, each functional area was then broken down into different building components, according to the various colors and substrates. Samples were collected using a X-Ray Fluorescence (XRF) analyzer. The XRF uses radioactive cadmium to determine the amount of lead located within each surface tested. At the time of this report, HUD has defined Lead-Based Paint (LBP) as paint with an average concentration of 1.0 mg/cm<sup>2</sup>, or greater using the XRF technology. Test results for this residence that can be compared against the HUD and EPA standards can be found in Appendix A.

### B. Lead Risk Assessments

A lead risk assessment attempts to identify lead hazards that may exist within a home. Lead hazards are defined in an important lead regulation called Title X. The Title X definition includes the following six items:

1. Lead paint that is deteriorated (flaking, chipped, peeling, etc.) in poor or fair condition as defined by Title X.
2. Lead paint on a friction surface (i.e. rubbing doors, sliding windows, etc.) where associated dust levels exceed safe limits.
3. Lead paint on an impact surface (i.e. door jambs, stair treads, etc.) where the impact is caused by another building component.
4. Lead paint on a chewable surface (i.e. window sills, shelves, etc.) where there is visible evidence of teeth marks.
5. Lead contaminated dust where levels exceed safe limits.
6. Lead contaminated soils where levels exceed safe limits.

A lead risk assessment attempts to identify hazards by taking a series of dust, soil and deteriorated paint samples and comparing them to associated limits developed by HUD and EPA.

### C. Project Limitations and Problems and Property Narrative

Throughout the course of any LBP combination there can be a number of problems including: areas or surfaces that could not be tested, inaccessible areas, locked doors, problems due to inclement weather, etc. During this combination there may have been materials or items that could not be tested or sampled. These materials must be assumed to be lead based paint and treated as such. The items / materials that could not be tested and must therefore be assumed to be lead painted include:

- Gym 34 Beams and Ceiling, Fair, inaccessible height

There may have also been unusual circumstances for this project that may have affected the project. Below is an overview of the property that may also include unusual circumstances existing at 2025 East Clark Road :

- The overall condition of facility is good. The facility exterior is brick and cinder block and the exterior trim is aluminum/vinyl wrapped. Windows in facility are wood in the pro shop and aluminum everywhere else. There was a recent break-in in classroom 21 and 22, windows have been boarded up temporarily. Entry doors are steel pre-hung (fire doors) and post 1978 construction. Interior door/jambs are post 1978 construction (all classroom doors) and some were original wood (closets etc.). Window sills are original wood. Closet shelving units are original. Trim is post 1978 construction. The following components are pre-primed, pre-fabricated and/or pre-hung construction kitchen cabinets, bath cabinets. Walls in the following rooms are factory paneled or partially paneled or have factory wainscoting all rooms except closets. Ceiling tiles in all rooms except the following: entry 1, gym 34, store 19, play 30,31,32, garages 20,30,51 and office 41. Stair components were not tested because they were not painted (utility room 16). Garage is attached. Garage interior was tested (Garage 20 Ypsilanti township, garages 50 and 51 used by golf club). Garage Exterior is vinyl sided. All Garage windows from the former school (and many interior + exterior doors) are now boarded for garages use. Garage entry doors are steel pre-hung. Garage overhead doors are factory steel. Rooms 201-204 senior wing, applying for county grant for building improvements, need environmental clearance. 202 and 105 Rentals, 102 play room, 303-dance, 204 Dance, 34 and 37 gyms, 302 and 305 storage. Community Center (Rooms 1-42) used separately from golf club (Rooms 43-49). Break in in rooms 303-305 Last Saturday boarded windows up. Addition to gym 34 closet side C, and shed on exterior Wall C all post 1978 construction.



- X-Ray Fluorescence (XRF) is a non-destructive type of paint testing. Inspectors do not remove items that are fastened shut, down, together or otherwise made to impede access. Drop ceiling tiles, furniture, equipment, and other items are not removed by the inspectors, those areas should be made to be accessible to the inspector by the building owner. Excessive storage conditions, deferred cleaning practices, and unsafe building conditions could be cause for a building component to not be tested. If a building component is present but does not show up on the inspection report it should be considered to be lead painted unless it was installed after 1978 or has a factory finish on it.
- It is also possible that wall hangings, flags, banners, pictures wall shelving units and large furniture may hide damage to wall surfaces. If those items are covering up damage, it could change the classification of that component from intact or fair to poor. If this is the case, treat those damaged surfaces as though they are a hazard.
- Bare soil areas will change with usage, weather and other factors beyond the control of the risk assessor who wrote this report.

### III.) REGULATORY INFORMATION

#### A. Title X

In October of 1992 the Residential Lead-Based Paint Hazard Reduction Act was passed. This was a sweeping act aimed at reducing the exposure to Americans to lead hazards. The regulation affected all areas of the population. As part of Title X, many other agencies were charged with responsibilities in assuring the LBP's were addressed. OSHA was required to pass a construction standard, HUD was required to promulgate specific and definitive rules for addressing Public and Indian housing and the EPA was required to pass regulations for real estate disclosure, pre-renovation disclosure, training and certification programs for people working on or with LBP and rules for conducting renovation activities safely following "lead safe work practices". This act is the base from which all other regulations affecting LBP have grown.

#### B. Department of Housing and Urban Development (HUD) Regulations

By recognizing lead based paint (LBP) as a potential health hazard, HUD became the lead federal agency in the identification of lead hazards and has the primary responsibility to regulate LBP in Public or Indian housing. HUD has generated guidelines and performed extensive research to develop comprehensive requirements for LBP inspections, risk assessments and lead abatement or removal activities. These guidelines are enforceable in Public or Indian housing projects or any other project where HUD funds are dispersed. This includes most community development block grant (CDBG) funds as well as other housing assistance as provided by HUD, VA, etc. These methods represent the "State of the Art" technology for lead activities. At this point, EPA has developed similar rules that are in force in all housing and child occupied facilities and are enforced on a State by State basis.

If the work to be completed on this project is federally, state or locally funded, it is likely the full HUD regulations will apply. HUD program requirements for most projects are determined by the amount of money spent on the project. In general the requirements are:

***For all projects where the rehabilitation costs will be between \$0 - \$25,000***

Tetra Tech or their contractors (as you determine) may choose any combination of the following three (3) options to address the hazards found in the executive summary.

- all interim control options
- some interim controls and some abatement options
- or all abatement options

Also, please note that anytime even one abatement option is chosen, the contractor and their employees must be fully certified licensed through the State of Michigan – Lead Program to perform any abatement work.

***For all projects where the rehabilitation costs will exceed \$25,000***

In this case, Tetra Tech or their contractors (as you determine) must chose ONLY abatement options to address the hazards identified.

This has serious repercussions for Tetra Tech as abatement options are almost always more expensive than interim controls and this price difference between \$24,999 and \$25,001 may require large extra lead expenses to the program costs for this property. *You may wish to share this information with all of your selected contractors so they better understand the potential cost increases when their bid price exceeds \$25,000.*

Please note, this is only a general outline and the HUD regulations are very complex. For instance some costs on a project (i.e. the initial risk assessment and final clearance) may not count toward the rehabilitation costs. For further information, refer to the HUD guidelines or contact a ETC representative.

**C. Environmental Protection Agency (EPA):**

Recently, EPA adopted HUD guidelines for conducting LBP inspections, risk assessments and abatement work practices for lead issues. Both HUD and EPA define Lead-based Paint (LBP) as an average concentration of 1.0 mg/cm<sup>2</sup> when using XRF technology and 1/2 % by weight when reviewing paint chips.

- EPA Real Estate Disclosure Act: EPA issued a regulation to insure that families receive information necessary to protect themselves from LBP hazards when purchasing, renting or leasing an older home. In order to accomplish this, the EPA required information to be disseminated during real estate transfers. This act requires sellers and landlords to:
  - Disclose all known information on LBP and hazards in the housing.
  - Complete a Federal disclosure form, including a lead warning statement, provide a copy to the purchaser/prospect, and retain it for three years.
  - Provide purchasers/prospective tenants with an EPA pamphlet on lead hazards.
  - Sellers are also required to give purchasers a 10-day opportunity to conduct a LBP inspection or risk assessment before becoming obligated to purchase the housing.

Agents are required to ensure that the seller or leaser comply with these requirements or perform these requirements themselves. Failure of the seller, leaser, or agent to comply could result in being sued for damages, and being subjected to civil and criminal penalties, such as potential fines and imprisonment.

- EPA Pre-Renovation Rule (PRE): Additionally, EPA issued a regulation to insure contractors warn occupants considering construction within their residence of the possibility that lead dust could be created and work with the selected contractor to reduce this possibility. This act requires renovation contractors of older homes to:
  - Discuss information on LBP and hazards that could be created during a renovation project.
  - Provide purchasers/prospective tenants with an EPA pamphlet on lead hazards and get a signature or other evidence of delivery.
  - This regulation also recommended that all renovations in older housing be completed by trained persons following lead safe work practices.
- EPA Renovation, Repair and Painting Rule (RRP): The most recent EPA regulation (April 2010) regarding LBP was the RRP. This regulation substantially changed requirements for all contractors performing renovations in older housing. This act requires renovation contractors of older homes to:
  - Requires all contractors to have a “certified renovator” working on each project to insure that the regulation is followed. Must be on-site during set-up, cleaning and self conducted clearance.
  - Certified renovators must take an 8 hour training class to receive their certification directly from the EPA.
  - Not only do individuals have to become certified, the companies taking contracts for work need to become “Certified Firms”. This involves applying to the EPA and paying a fee.
  - All work on any affected project must be done following lead safe work practices as taught in the class.
  - Requires posting of work area and possibly containment of work space.
  - Requires a final visual wipe test clearance be performed by the “Certified Renovator”. No neutral third party clearance is required but can be done if desired.

#### D. Occupational Safety and Health Administration (OSHA):

Additionally, OSHA has established regulations to prevent high lead exposure to employees working in lead related occupations. Along with establishing a permissible exposure limit (PEL), OSHA, working with the National Institute for Occupational Safety and Health (NIOSH), has mandated engineering, work practice and administrative controls to protect the worker. The current PEL at the time of this report is a concentration no greater than 50 micrograms per cubic meter of air.

#### E. City of Detroit (Ordinances and Codes)

The purpose and intent of the proposed amendments is to protect the health and welfare of children who occupy rented residential dwellings that contain lead-based paint hazards. Part II of this division requires owners of rental property to have a lead inspection and risk assessment performed at the rental property to determine the presence of lead paint and lead-based paint hazards. If lead based paint hazards exist, then the hazards must be reduced and controlled through interim controls or abatement prior to a tenant occupying the rental property. After interim controls or abatement are performed, the owner must obtain a clearance examination. Owners of rental property must obtain a lead clearance pursuant to Part II in order to receive a certificate of compliance from the City. A certificate of compliance is required for occupancy.

#### IV.) SAMPLE RESULTS AND INFORMATION

##### A. Lead Paint Sampling

Lead paint sample results are contained in Appendix B. All types of painted surfaces were tested using X-Ray fluorescence (XRF) technologies. XRF uses gamma photons from a sealed irradiation source to strike the atoms within the painted surface. Most commonly, an isotope of cobalt or cadmium is used to produce gamma photons. Because the source is radioactive, training and certification is required to operate an XRF lead analyzer. All inspectors have received the EPA three day lead inspection training and the manufacturer's XRF training. The radiation safety officer for ETC is Jeremy Westcott.

The serial number of the XRF instrument utilized in this project was 1168 and 1172. These instruments are registered as radioactive materials with the State of Michigan Department of Environmental Quality. The registration number for these instruments is 031070-01-101. ETC's representatives handle and operate the XRF instrument in accordance with the manufacturers' directives and methods described in the HUD Guidelines.

ETC's lead testing results are applicable for the time that testing was conducted and for the condition of surfaces at the time they were tested. If questions arise regarding lead content on surfaces that were not tested (or were inaccessible) by ETC, then additional testing services should be solicited to test those surfaces for lead.

##### B. Lead Dust Sampling

For combination surveys, lead dust sampling is required in areas where children are most likely to come into contact with dust. Areas for consideration include: children's bedrooms, family rooms, play rooms, kitchens, bathrooms, etc. Lead dust samples are to be taken from at least six different rooms with samples from both the floor and either a window sill or window well within each room.

Current limits for lead dust samples taken during combination surveys are as follows in micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ):

	Floors	Window Sills	Window Wells/ Troughs	Ext. Concrete
HUD	40	250	400	800
EPA	40	250	400	800

Actual dust level results noted at the 2025 East Clark Road residence are below. Any sample above the allowable regulatory limit is in bold.

Sample #	Room Location	Component	Is Surface Smooth and Cleanable	Area Wiped (in sq. ft.)	Lead Concentration (in $\mu\text{g}/\text{ft}^2$ )
DW 1	Hall 2 A	Hard Floor	Yes	1.00 SF	<5.00
DW 2	Office 3 B	Carpet Floor	No	1.00 SF	<5.00
DW 3	Office 3 D	Sill	Yes	0.60 SF	<8.37
DW 4	Classroom 7 B	Hard Floor	Yes	1.00 SF	<5.00
DW 5	Classroom 7 D	Sill	Yes	0.62 SF	<8.01
DW 6	Classroom 10 B	Hard Floor	Yes	1.00 SF	<5.00
DW 7	Classroom 10 D	Sill	Yes	0.62 SF	<8.01
DW 8	Playroom 11 D	Carpet Floor	No	1.00 SF	<5.00
DW 9	Playroom 11 B	Trough	Yes	0.28 SF	31.41
DW 10	Classroom 14 D	Carpet Floor	No	1.00 SF	<5.00
DW 11	Classroom 14 B	Trough	Yes	0.28 SF	20.53
<b>DW 12</b>	<b>Storage 19 B</b>	<b>Hard Floor</b>	<b>Yes</b>	<b>1.00 SF</b>	<b>46.41</b>

Any high dust levels noted here represent lead hazards and are included in the hazard charts in the Executive Summary. This chart details the lead dust problems identified (or lack thereof) within this residence. *Please keep in mind that if lead dust samples were not taken in each room of the residence the samples that were taken will be used to represent overall conditions in the residence.* This means that areas that were not individually sampled may be listed as having problems based upon the sampling that was conducted in other areas.

### C. Lead Soil Sampling

Lead soil sampling is required in areas where bare exposed soil is present around the house and the yard. Areas for consideration include: house perimeter, gardens, play areas, driveways, etc. Lead soil samples will only be taken if bare exposed soils exist. Sampling usually involves four areas: play areas where children are likely to come in contact with soil, gardens, the perimeter of the home, and other non-play areas of the yard where contact is less likely.



Sample #	Room Location	Component	Is Surface Smooth and Cleanable	Area Wiped (in sq. ft.)	Lead Concentration (in $\mu\text{g}/\text{ft}^2$ )
DW 13	Storage 21 B	Hard Floor	Yes	1.00 SF	<5.00
DW 14	Storage 21 D	Trough	Yes	0.28 SF	49.10
DW 15	Classroom 22 B	Hard Floor	Yes	1.00 SF	<5.00
DW 16	Classroom 22 D	Sill	Yes	0.81 SF	<6.15
DW 17	Classroom 23 B	Hard Floor	Yes	1.00 SF	<5.00
DW 18	Classroom 23 D	Trough	Yes	0.28 SF	34.44
DW 19	Playroom 30 A	Hard Floor	Yes	1.00 SF	<5.00
DW 20	Playroom 31 A	Hard Floor	Yes	1.00 SF	<5.00
DW 21	Playroom 32 A	Hard Floor	Yes	1.00 SF	<5.00
DW 22	Gym 34 A	Hard Floor	Yes	1.00 SF	<5.00
DW 23	Women's Locker Room 35	Hard Floor	Yes	1.00 SF	<5.00
DW 24	Classroom 36 A	Hard Floor	Yes	1.00 SF	<5.00
DW 25	Classroom 36 C	Sill	Yes	0.79 SF	<6.34
DW 26	Classroom 37 A	Carpet Floor	No	1.00 SF	<5.00
DW 27	Classroom 37 C	Trough	Yes	0.15 SF	78.57
DW 28	Classroom 38 C	Carpet Floor	No	1.00 SF	<5.00
DW 29	Classroom 38 A	Sill	Yes	0.81 SF	<6.21
DW 30	Classroom 39 C	Carpet Floor	No	1.00 SF	<5.00
<b>DW 31</b>	<b>Classroom 39 A</b>	<b>Trough</b>	<b>Yes</b>	<b>0.15 SF</b>	<b>1614.24</b>
DW 32	Classroom 40 C	Hard Floor	No	1.00 SF	<5.00
DW 33	Classroom 40 A	Sill	Yes	0.81 SF	<6.21
DW 34	Office 41 C	Hard Floor	Yes	1.00 SF	10.59
<b>DW 35</b>	<b>Office 41 A</b>	<b>Trough</b>	<b>Yes</b>	<b>0.15 SF</b>	<b>1233.30</b>
DW 36	Men's Locker Room 42 C	Hard Floor	Yes	1.00 SF	<5.00
DW 37	Pro Shop 43 A	Carpet Floor	No	1.00 SF	<5.00





<i>Sample #</i>	<i>Room Location</i>	<i>Component</i>	<i>Is Surface Smooth and Cleanable</i>	<i>Area Wiped (in sq. ft.)</i>	<i>Lead Concentration (in <math>\mu\text{g}/\text{ft}^2</math>)</i>
DW 38	Pro Shop 43 C	Carpet Floor	No	1.00 SF	<5.00
DW 39	Lounge 44 B	Carpet Floor	No	1.00 SF	<5.00
DW 40	Men's Bathroom 12 C	Hard Floor	Yes	1.00 SF	<5.00
DW 41	Women's Bathroom 13 C	Hard Floor	Yes	1.00 SF	<5.00
DW 42	Women's Bathroom 17 A	Hard Floor	Yes	1.00 SF	<5.00
DW 43	Men's Bathroom 18 A	Hard Floor	Yes	1.00 SF	<5.00
DW 44	Hallway 6 C	Hard Floor	Yes	1.00 SF	<5.00
DW 45	Hallway 15 A	Hard Floor	Yes	1.00 SF	<5.00
DW 46	Hallway 33 B	Hard Floor	Yes	1.00 SF	<5.00

Current limits for lead soil samples taken during combination surveys are as follows in parts per million (ppm):

	Play Areas And Gardens	House Perimeter or Other Areas of Yard
HUD	400	1200
EPA	400	1200

Actual soil results for the 2025 East Clark Road residence can be found in the chart below. Any sample above the allowable regulatory limit is in bold.

	Location	Approximate area of bare soil represented by composite sample (ft <sup>2</sup> )	Results (parts per million)
SS-1	Dripline B and C	140 SF	54.05

Any high soil levels noted here represent lead hazards and are included in the hazard charts in the Executive Summary. This chart details the lead soil problems identified (or lack thereof) within this residence. Please keep in mind that lead soil samples are composite samples where a small portion is taken from three to six different locations to make up the one sample. Therefore the results of this one sample represent all of the different areas where the separate pieces were acquired. Play areas, garden, and non-play areas should never be mixed in the same sample.

#### **V.) HAZARD CONTROL OPTION RECOMMENDATIONS**

Types of hazards that may have been identified during the lead combination include both identified hazards and potential hazards. Identified hazards include paint, dust and soil hazards that fit the six (6) hazard definitions of HUD and the EPA detailed previously. For each identified hazard, hazard control options (recommendations) are given to explain how to address any problems identified in the sampling. In the case of the 2025 East Clark Road property, hazard control options can be found in the Executive Summary Chart.

Potential hazards are areas of the residence where the occupant or owner may be completing renovation activities in the future. If future renovation activities were identified, these areas were sampled using the XRF instrument to determine lead content. If the paint in these areas was found to be above  $1.0 \text{ mg}/\text{cm}^2$ , they were listed as potential hazards. This is required as the up-coming renovation activities will likely disturb the paint and possibly create lead based dust hazards that do not currently exist.

The sampling results also detail which items are above or below the de minimus levels. If the identified item is below the de minimus levels, the homeowner (or selected renovation contractor) is not required to follow "lead safe work practices". However, it is very important when working on the existing or potential hazards to avoid creating lead dust hazards. A list of potential hazards identified during the combination can be found in Appendix C.

***It is ETC's strongest recommendation that all work on existing lead hazards, potential hazards or other lead based paint that "lead safe work practices" or "abatement methods" always be followed to protect the occupants of the home.***

## **VI.) RE-EVALUATION SCHEDULE**

The lead based paint (LBP) rules require that a home that has lead based paint be rechecked (reevaluated) at various times to insure that the LBP is still in intact condition and that LBP hazards have not reoccurred within the property. The frequency of this recheck is dependent on the original findings:

- As the current combination (full inspection and risk assessment) for this property **found both LBP and LBP hazards** the following work must occur:
  - The owner must address (or hire a trained contractor to address) all the LBP hazards found with either abatement or interim controls using Lead Safe Work Practices or Abatement procedures.
  - The owner must then arrange for a clearance to verify that all hazards have been properly addressed. Following this, the reevaluation requirements are:
    - At 6 months, 1 year and 1 ½ years the owner shall conduct a visual inspection to verify that no LBP has been disturbed and potentially caused new LBP hazards.
    - At least every two years (plus or minus 60 days) by a professional risk assessor to verify that no LBP hazards have reoccurred. \*

*\*If at any point, the property passes two consecutive reevaluations in a row (two years apart) with no new hazards being identified, then the reevaluation process may be terminated.*

## **VII.) COST ESTIMATE**

HUD and EPA regulations require the risk assessor to provide cost estimates for possible work to be completed. Below find a rough estimate of costs associated with lead remediation activities.

Encapsulation	\$3.50 sq. ft.	Enclosure wood	\$4.00 sq. ft.
Wet plane friction & impact points	\$2.50 sq. ft.	Enclosure metal	\$5.00 sq. ft.
Wet scrape and repaint	\$2.00 sq. ft.	Enclosure drywall	\$2.50 sq. ft.
Window replacement	\$500 each	Door replacement	\$750.00 each.
Dust removal-clean up	\$1.25 sq. ft.	Soil abatement	\$10.00 sq. ft
Siding Installation	\$2.75 sq. ft	Component replacement	5 times material cost

## **VIII.) RECOMMENDATIONS FOR FUTURE OPERATIONS AND MAINTENANCE**

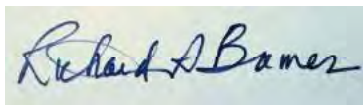
It is very important to note that future disturbance of lead painted surfaces may cause new and additional lead hazards. Homeowners, building managers and landlords are expected to follow "lead safe work practices" any time that a lead painted surface is disturbed. This means making sure very little dust is generated (i.e. wet sanding not dry sanding), not burning lead painted items, cleaning up thoroughly after work, etc.

In order to provide guidance for the owners, managers and landlords when conducting renovation, maintenance or potential future disturbance of painted surfaces, they should refer to an excellent manual developed by HUD titled "Lead Paint Safety: A Field Guide for Painting, Home Maintenance, and Renovation Work". This manual can be found for free on the Internet at <http://www.hud.gov/offices/lead/training/LBPguide.pdf>. Please download a copy of this manual before disturbing any painted surfaces within the residence. If access to the Internet is not available, you may order a copy at 1-800-424-5323.

If you have any questions not answered by this manual, please contact our office at (734) 955-6600. Thank you.

This report reviewed and submitted by

### *ETC - Environmental Services*



Richard Bremer and Yi Chien Tung (Cert. # P-01082 and P-08180)  
EPA / Michigan Certified Risk Assessor

**Appendix A - All XRF Reading Results**

Client		Tetra-Tech													
Survey Location:		2025 E. Clark, Ypsilanti Twp., MI 48198													
Survey Date:		6/25/2019, 6/26/2019													
Inspectors:		Rick Bremer, Yi Chien Tung					License #	P-01082, P-08180					Job#	222873	
Sample #	Floor	Wall / Side	Int / Ext	Room and #	Component	Substrate	Visual Condition	Color	Friction / Impact Surface	Teeth Marks Present	Main Cause of Damage	de Minimus Level	Amount of Damage	Result	PbC <sup>mg</sup> / cm <sup>2</sup>
1					Calibrate									Negative	0.80
2					Calibrate									Negative	0.90
3					Calibrate									Negative	0.90
4	1st	All	Int	Entry 1	Column	Metal	INTACT	Blue						Negative	0.10
5	1st	Ceiling	Int	Entry 1	Drywall	Plaster	INTACT	White						Negative	0.10
6	1st	All	Int	Entry 1	Crown Molding	Wood	INTACT	White						Negative	-0.10
7	1st	A	Int	Halfway 2	Wall	Plaster	INTACT	Grey						Negative	0.10
8	1st	A	Int	Halfway 2	Wall	Cinderblock	INTACT	Grey						Negative	0.70
9	1st	B	Int	Halfway 2	Wall	Plaster	INTACT	Grey						Negative	0.20
10	1st	C	Int	Halfway 2	Wall	Cinderblock	INTACT	Pink						Negative	0.30
11	1st	C	Int	Halfway 2	Wall	Plaster	INTACT	Pink						Negative	0.40
12	1st	C	Int	Halfway 2	Wall	Plaster	INTACT	Grey						Negative	0.20
13	1st	D	Int	Halfway 2	Wall	Cinderblock	INTACT	Pink						Negative	-0.20
14	1st	D	Int	Halfway 2	Wall	Plaster	INTACT	Grey						Negative	0.10
15	1st	D	Int	Halfway 2	Wall	Cinderblock	INTACT	Grey						Negative	0.10
16	1st	D	Int	Halfway 2	Wall	Cinderblock	INTACT	White						Negative	0.10
17	1st	All	Int	Halfway 2	Corner-Trim	Wood	INTACT	Grey						Positive	2.00
18	1st	All	Int	Halfway 2	Corner Board	Wood	INTACT	Grey						Negative	0.10
19	1st	All	Int	Halfway 2	Corner-Trim	Wood	INTACT	Grey						Negative	0.10
20	1st	All	Int	Halfway 2	Column	Plaster	INTACT	Pink						Negative	0.10
21	1st	All	Int	Halfway 2	Column	Plaster	INTACT	Grey						Negative	0.10
22	1st	A	Int	Halfway 2	Column	Plaster	INTACT	Grey						Negative	0.10
23	1st	D	Int	Halfway 2	Door	Metal	INTACT	Grey						Negative	0.10
24	1st	D	Int	Halfway 2	Door Trim	Metal	INTACT	Grey						Negative	0.00
25	1st	D	Int	Halfway 2	Door Jamb	Metal	INTACT	Grey						Negative	0.50
26	1st	D	Int	Halfway 2	Door Stop	Metal	INTACT	Grey						Negative	0.50
27	1st	A	Int	Halfway 2	Pipe	Plastic	INTACT	Grey						Negative	0.20
28	1st	A	Int	Halfway 2	Electrical Panel	Plastic	INTACT	Grey						Negative	0.00
29	1st	A1	Int	Halfway 2	Door	Metal	INTACT	Grey						Negative	-0.10
30	1st	A1	Int	Halfway 2	Door Trim	Metal	INTACT	Grey						Negative	0.10
31	1st	A1	Int	Halfway 2	Door Stop	Metal	INTACT	Grey						Negative	-0.40
32	1st	A1	Int	Halfway 2	Door Jamb	Metal	INTACT	White						Negative	0.60
33	1st	A2	Int	Halfway 2	Door	Metal	INTACT	Grey						Negative	0.10
34	1st	A2	Int	Halfway 2	Door Trim	Metal	INTACT	Grey						Negative	0.10
35	1st	A2	Int	Halfway 2	Door Stop	Metal	INTACT	Grey						Negative	0.80
36	1st	A2	Int	Halfway 2	Door Jamb	Metal	INTACT	Grey						Negative	0.80
37	1st	C1	Int	Halfway 2	Door Jamb	Metal	INTACT	Grey						Negative	0.10
38	1st	C1	Int	Halfway 2	Door Stop	Metal	INTACT	Grey						Negative	0.00
39	1st	C1	Int	Halfway 2	Door	Metal	INTACT	Grey						Negative	0.00
40	1st	C1	Int	Halfway 2	Door Trim	Metal	INTACT	Grey						Negative	0.10
41	1st	C2	Int	Halfway 2	Door	Metal	INTACT	Grey						Negative	0.00
42	1st	C2	Int	Halfway 2	Door Stop	Metal	INTACT	Grey						Negative	-0.10
43	1st	C2	Int	Halfway 2	Door Jamb	Metal	INTACT	Grey						Negative	0.10
44	1st	All	Int	Halfway 2	Court Room Door	Metal	INTACT	Grey						Negative	0.30
45	1st	All	Int	Halfway 2	Court Room Door Stop	Metal	INTACT	Grey						Negative	0.30
46	1st	All	Int	Halfway 2	Court Room Door Jamb	Metal	INTACT	Grey						Negative	0.00
47	1st	All	Int	Halfway 2	Court Room Door Casing	Metal	INTACT	Grey						Negative	-0.10
48	1st	All	Int	Halfway 2	Court Room Door Threshold	Wood	Deteriorated	White						Negative	0.50
49	1st	All	Int	Halfway 2	Court Room Win. Jamb	Plaster	INTACT	Pink						Negative	0.40
50	1st	All	Int	Halfway 2	Court Room Win. Stop Int.	Plaster	INTACT	Pink						Negative	-0.50
51	1st	C	Int	Halfway 2	Pipe	Plastic	INTACT	Pink						Negative	0.00
52	1st	C	Int	Halfway 2	Electrical Panel	Plastic	INTACT	Pink						Negative	0.00
53	1st	A	Int	Office 3	Wall	Plaster	INTACT	White						Negative	0.10
54	1st	B	Int	Office 3	Wall	Plaster	INTACT	White						Negative	0.00
55	1st	C	Int	Office 3	Wall	Plaster	INTACT	White						Negative	0.10
56	1st	D	Int	Office 3	Wall	Plaster	INTACT	White						Negative	0.10
57	1st	D	Int	Office 3	Wall Register	Metal	INTACT	White						Negative	0.00
58	1st	D	Int	Office 3	Win. Jamb	Plaster	INTACT	White						Negative	0.10
59	1st	D	Int	Office 3	Win. Apron	Wood	INTACT	White						Negative	0.00
60	1st	B	Int	Office 3	Door	Metal	INTACT	White						Negative	0.00
61	1st	B	Int	Office 3	Door Stop	Metal	Deteriorated	White						Negative	0.10
62	1st	B	Int	Office 3	Door Jamb	Metal	Deteriorated	White						Negative	0.10
63	1st	A	Int	Office 4	Wall	Plaster	Deteriorated	White						Negative	0.00
64	1st	B	Int	Office 4	Wall	Plaster	Deteriorated	White						Negative	0.00
65	1st	C	Int	Office 4	Wall	Plaster	Deteriorated	White						Negative	0.00
66	1st	D	Int	Office 4	Wall	Plaster	Deteriorated	White						Negative	0.10
67	1st	B	Int	Office 4	Door	Wood	Deteriorated	White						Negative	-0.10
68	1st	B	Int	Office 4	Door	Wood	Deteriorated	White						Negative	0.00
69	1st	B	Int	Office 4	Door Stop	Metal	Deteriorated	White						Negative	0.00
70	1st	B	Int	Office 4	Door Jamb	Metal	Deteriorated	White						Negative	0.00
71	1st	A	Int	Kitchen 5	Wall	Plaster	INTACT	Green						Negative	0.10
72	1st	B	Int	Kitchen 5	Wall	Plaster	INTACT	Green						Negative	-0.10
73	1st	C	Int	Kitchen 5	Wall	Plaster	INTACT	Green						Negative	0.10
74	1st	C	Int	Kitchen 5	Wall	Plaster	INTACT	Green						Negative	0.10
75	1st	D	Int	Kitchen 5	Wall	Plaster	INTACT	Green						Negative	0.20
76	1st	B	Int	Kitchen 5	Clos. Wall	Cinderblock	INTACT	White						Negative	0.10
77	1st	B	Int	Kitchen 5	Clos. Wall	Plaster	INTACT	White						Negative	0.10
78	1st	Clos. Int (All)	Int	Kitchen 5	Cabinet Trim	Wood	INTACT	White						Negative	0.00
79	1st	Clos. Int (All)	Int	Kitchen 5	Bookcase Shelf	Wood	INTACT	White						Negative	0.10
80	1st	A	Int	Halfway 6	Wall	Wood	INTACT	Green						Negative	0.00
81	1st	B	Int	Halfway 6	Wall	Cinderblock	INTACT	Green						Negative	-0.10
82	1st	C	Int	Halfway 6	Wall	Wood	INTACT	Green						Negative	0.00
83	1st	D	Int	Halfway 6	Wall	Cinderblock	INTACT	Green						Negative	-0.20
84	1st	Ceiling	Int	Halfway 6	Beam	Wood	INTACT	Green						Negative	0.10
85	1st	All	Int	Halfway 6	Wall Register	Metal	INTACT	Green						Negative	0.30
86	1st	D	Int	Halfway 6	Access Panel	Wood	Deteriorated	Green						Negative	-0.10
87	1st	A	Int	Halfway 6	Door	Metal	Deteriorated	Grey						Negative	0.00
88	1st	A	Int	Halfway 6	Door Jamb	Metal	Deteriorated	Grey						Negative	0.10
89	1st	A	Int	Halfway 6	Door Stop	Metal	Deteriorated	Grey						Negative	0.00
90	1st	D	Int	Halfway 6	Door	Metal	Deteriorated	Grey						Negative	0.20
91	1st	D	Int	Halfway 6	Door Jamb	Metal	Deteriorated	Grey						Negative	0.10
92	1st	D	Int	Halfway 6	Door Stop	Metal	Deteriorated	Grey						Negative	0.00
93	1st	B1,2	Int	Halfway 6	Door	Metal	Deteriorated	Grey						Negative	0.00
94	1st	B1,2	Int	Halfway 6	Door Jamb	Metal	Deteriorated	Grey						Negative	0.10
95	1st	B1,2	Int	Halfway 6	Door Jamb	Metal	Deteriorated	White						Negative	0.00
96	1st	B1,2	Int	Halfway 6	Door Stop	Metal	Deteriorated	White						Negative	0.00
97	1st	B1,2	Int	Halfway 6	Door Rail	Metal	Deteriorated	White						Negative	0.40
98	1st	B1,2	Int	Halfway 6	Door Stop	Metal	Deteriorated	Grey						Negative	0.10
99	1st	B3	Int	Halfway 6	Door	Metal	Deteriorated	Grey						Negative	0.00
100	1st	B3	Int	Halfway 6	Door Stop	Metal	Deteriorated	Grey						Negative	0.10
101	1st	B3	Int	Halfway 6	Door Jamb	Metal	Deteriorated	Grey						Negative	0.10
102	1st	B	Int	Halfway 6	Emergency Door	Metal	Deteriorated	Grey						Negative	0.10
103	1st	B	Int	Halfway 6	Emergency Door Stop	Metal	Deteriorated	Grey						Negative	0.00
104	1st	B	Int	Halfway 6	Emergency Door Jamb	Metal	Deteriorated	Grey						Negative	0.10

Sample #	Floor	Wall / Side	Int / Ext	Room and #	Component	Substrate	Visual Condition	Color	Friction / Impact Surface	Teeth Present	Main Cause of Damage	de Minimus Level	Amount of Damage	Result	PbC <sup>mg</sup> / m <sup>2</sup>
105	1st	A	Int	Hallway 6	Wall	Wood	Deteriorated	Grey						Negative	0.50
106	1st	All	Int	Hallway 6	Restroom Outside Baseboard	Wood	Deteriorated	Green						Negative	0.00
107	1st	A	Int	Hallway 6	Restroom Outside Board	Wood	Deteriorated	Green						Negative	0.30
108	1st	B	Int	Hallway 6	Corner-Trim	Wood	Deteriorated	Green						Negative	-0.20
109	1st	D1	Int	Hallway 6	Door Casing	Wood	Deteriorated	Green						Negative	0.10
110	1st	D1	Int	Hallway 6	Door	Metal	Deteriorated	Grey						Negative	0.00
111	1st	D1	Int	Hallway 6	Door Jamb	Metal	Deteriorated	Grey						Negative	0.10
112	1st	D1	Int	Hallway 6	Door Jamb	Metal	Deteriorated	White						Negative	0.00
113	1st	D1	Int	Hallway 6	Door Stop	Metal	Deteriorated	White						Negative	0.00
114	1st	D1	Int	Hallway 6	Door Rail	Metal	Deteriorated	White						Negative	0.40
115	1st	D1	Int	Hallway 6	Door Stop	Metal	Deteriorated	Grey						Negative	0.10
116	1st	D2	Int	Hallway 6	Door	Metal	INTACT	Grey						Negative	0.10
117	1st	D2	Int	Hallway 6	Door Stop	Metal	INTACT	White						Negative	0.40
118	1st	D2	Int	Hallway 6	Door Jamb	Metal	INTACT	White						Negative	0.50
119	1st	D3,4	Int	Hallway 6	Door	Metal	INTACT	Grey						Negative	0.00
120	1st	D3,4	Int	Hallway 6	Door Stop	Metal	INTACT	Grey						Negative	0.50
121	1st	D3,4	Int	Hallway 6	Door Jamb	Metal	INTACT	Grey						Negative	0.50
122	1st	D	Int	Hallway 6	Pipe	Metal	INTACT	Green						Negative	0.20
123	1st	D	Int	Hallway 6	Pipe Wrap	Rubber	INTACT	Green						Negative	0.20
124	1st	D	Int	Hallway 6	Pipe Support	Wood	INTACT	Green						Negative	0.50
125	1st	D	Int	Hallway 6	Clos. Wall	Cinderblock	INTACT	White						Negative	-0.10
126	1st	All	Int	Hallway 6	Clos. Shelf	Wood	INTACT	White						Negative	0.20
127	1st	All	Int	Hallway 6	Shelf Bracket	Wood	INTACT	White						Negative	0.10
128	1st	All	Int	Hallway 6	Clos. Door	Wood	Deteriorated	Brown						Negative	0.20
129	1st	All	Int	Hallway 6	Clos. Door	Wood	Deteriorated	Green						Negative	0.10
130	1st	All	Int	Hallway 6	Clos. Door	Wood	Deteriorated	Green						Negative	-0.10
131					Calibrate									Negative	0.80
132					Calibrate									Negative	0.90
133					Calibrate									Negative	0.90
134	1st	A	Int	Class 202 7	Wall	Plaster	Deteriorated	White						Negative	0.10
135	1st	A	Int	Class 202 7	Wall	Plaster	Deteriorated	White						Negative	0.00
136	1st	B	Int	Class 202 7	Wall	Cinderblock	Deteriorated	White						Negative	-0.10
137	1st	C	Int	Class 202 7	Wall	Plaster	Deteriorated	White						Negative	0.00
138	1st	D	Int	Class 202 7	Wall	Plaster	Deteriorated	Pink						Negative	0.00
139	1st	B	Int	Class 202 7	Pipe	Metal	Deteriorated	White						Negative	-0.10
140	1st	B	Int	Class 202 7	Pipe	Plaster	Deteriorated	White						Negative	-0.10
141	1st	B	Int	Class 202 7	Door Casing	Metal	Deteriorated	White						Negative	0.10
142	1st	All	Int	Class 202 7	Door	Metal	Deteriorated	Grey						Negative	0.10
143	1st	All	Int	Class 202 7	Door Stop	Metal	Deteriorated	Grey						Negative	0.00
144	1st	All	Int	Class 202 7	Door Jamb	Metal	Deteriorated	Grey						Negative	0.10
145	1st	C	Int	Class 202 7	Food Serve Win. Jamb	Wood	Deteriorated	White						Negative	0.20
146	1st	Ceiling	Int	Class 202 7	Beam	Plaster	Deteriorated	White						Negative	0.00
147	1st	C	Int	Class 202 7	Win. Casing	Metal	Deteriorated	White						Negative	0.10
148	1st	C	Int	Class 202 7	Win. Stop Int.	Metal	Deteriorated	White						Negative	0.10
149	1st	D	Int	Class 202 7	Bookcase Shelf	Wood	Deteriorated	White						Negative	-0.10
150	1st	D	Int	Class 202 7	Win. Jamb	Plaster	Deteriorated	White						Negative	0.10
151	1st	D	Int	Class 202 7	Win. Apron	Wood	Deteriorated	White						Negative	0.00
152	1st	A	Int	Kitchen 8	Wall	Plaster	Deteriorated	Green						Negative	0.10
153	1st	B	Int	Kitchen 8	Wall	Plaster	Deteriorated	Green						Negative	0.10
154	1st	C	Int	Kitchen 8	Wall	Plaster	Deteriorated	Green						Negative	0.00
155	1st	D	Int	Kitchen 8	Wall	Plaster	Deteriorated	Green						Negative	0.00
156	1st	A	Int	Office 9	Wall	Plaster	Deteriorated	White						Negative	0.10
157	1st	B	Int	Office 9	Wall	Plaster	Deteriorated	White						Negative	0.10
158	1st	C	Int	Office 9	Wall	Plaster	Deteriorated	White						Negative	0.10
159	1st	D	Int	Office 9	Wall	Plaster	Deteriorated	White						Negative	0.20
160	1st	D	Int	Office 9	Wall Register	Metal	Deteriorated	White						Negative	0.10
161	1st	D	Int	Office 9	Door Jamb	Metal	Deteriorated	White						Negative	0.10
162	1st	D	Int	Office 9	Win. Apron	Wood	Deteriorated	White						Negative	0.00
163	1st	D	Int	Office 9	Win. Jamb	Wood	Deteriorated	White						Negative	0.00
164	1st	A	Int	Office 9	Win. Casing	Wood	Deteriorated	White						Negative	0.10
165	1st	A	Int	Office 9	Win. Jamb	Metal	Deteriorated	White						Negative	0.10
166	1st	A	Int	Class 204 10	Wall	Plaster	Deteriorated	Pink						Negative	0.10
167	1st	B	Int	Class 204 10	Wall	Cinderblock	Deteriorated	Pink						Negative	-0.20
168	1st	B	Int	Class 204 10	Wall	Wood	Deteriorated	Pink						Negative	-0.10
169	1st	C	Int	Class 204 10	Wall	Plaster	Deteriorated	Pink						Negative	0.10
170	1st	D	Int	Class 204 10	Wall	Plaster	Deteriorated	Pink						Negative	0.00
171	1st	A	Int	Class 204 10	Wall Register	Metal	Deteriorated	Pink						Negative	-0.10
172	1st	Ceiling	Int	Class 204 10	Beam	Plaster	Deteriorated	Pink						Negative	-0.10
173	1st	All	Int	Class 204 10	Railing	Wood	Deteriorated	White						Negative	-0.20
174	1st	All	Int	Class 204 10	Railing Bracket	Metal	Deteriorated	White						Negative	0.00
175	1st	All	Int	Class 204 10	Win. Apron	Wood	Deteriorated	White						Negative	-0.20
176	1st	All	Int	Class 204 10	Win. Jamb	Plaster	Deteriorated	Pink						Negative	0.00
177	1st	A	Int	Play 203 11	Wall	Plaster	Deteriorated	White						Negative	0.10
178	1st	B	Int	Play 203 11	Wall	Plaster	Deteriorated	White						Negative	0.00
179	1st	C	Int	Play 203 11	Wall	Plaster	Deteriorated	White						Negative	0.10
180	1st	D	Int	Play 203 11	Wall	Plaster	Deteriorated	White						Negative	0.20
181	1st	Ceiling	Int	Play 203 11	Beam	Plaster	Deteriorated	White						Negative	0.00
182	1st	D	Int	Play 203 11	Wall	Cinderblock	Deteriorated	White						Negative	0.00
183	1st	All	Int	Play 203 11	Baseboard	Plastic	Deteriorated	Pink						Negative	-0.10
184	1st	All	Int	Play 203 11	Wall Register	Metal	Deteriorated	White						Negative	0.00
185	1st	All	Int	Play 203 11	Chair Rail	Wood	Deteriorated	White						Negative	-0.10
186	1st	All	Int	Play 203 11	Win. Sil-Stool	Wood	Deteriorated	White						Negative	0.00
187	1st	All	Int	Play 203 11	Win. Jamb	Plaster	Deteriorated	White						Negative	-0.40
188	1st	D	Int	Play 203 11	Cabinet	Wood	Deteriorated	Pink						Negative	0.00
189	1st	A	Int	Men's Bath 12	Wall	Cinderblock	INTACT	Grey						Negative	-0.10
190	1st	B	Int	Men's Bath 12	Wall	Cinderblock	INTACT	Grey						Negative	0.00
191	1st	C	Int	Men's Bath 12	Wall	Cinderblock	INTACT	Grey						Negative	-0.10
192	1st	D	Int	Men's Bath 12	Wall	Cinderblock	INTACT	Grey						Negative	-0.40
193	1st	A	Int	Men's Bath 12	Column	Wood	INTACT	Grey						Negative	0.30
194	1st	C	Int	Men's Bath 12	Column	Wood	INTACT	Grey						Negative	0.00
195	1st	C	Int	Men's Bath 12	Conduit	Metal	Deteriorated	Grey						Negative	0.50
196	1st	C	Int	Men's Bath 12	Door	Wood	INTACT	Grey						Negative	0.10
197	1st	C	Int	Men's Bath 12	Door Casing	Wood	Deteriorated	Grey	Yes	No	Impact	Below	< 10%	Positive	2.30
198	1st	C	Int	Men's Bath 12	Door Jamb	Wood	Deteriorated	Grey	Yes	No	Friction	Below	< 10%	Positive	3.00
199	1st	C	Int	Men's Bath 12	Door Stop	Wood	Deteriorated	Grey	Yes	No	Impact	Below	< 10%	Positive	2.80
200	1st	A	Int	Women's Bath 13	Wall	Cinderblock	Deteriorated	Beige						Negative	-0.10
201	1st	B	Int	Women's Bath 13	Wall	Cinderblock	Deteriorated	Beige						Negative	0.00
202	1st	B	Int	Women's Bath 13	Wall	Plaster	Deteriorated	Beige						Negative	0.10
203	1st	C	Int	Women's Bath 13	Wall	Cinderblock	Deteriorated	Beige						Negative	0.10
204	1st	D	Int	Women's Bath 13	Wall	Cinderblock	Deteriorated	Beige						Negative	0.20
205	1st	All	Int	Women's Bath 13	Wall Register	Metal	Deteriorated	Beige						Negative	0.10
206	1st	All	Int	Women's Bath 13	Column	Wood	Deteriorated	Beige						Negative	0.30
207	1st	C	Int	Women's Bath 13	Wall Casing	Wood	Deteriorated	Beige						Negative	-0.10
208	1st	All	Int	Women's Bath 13	Door Casing	Wood	Deteriorated	Grey						Negative	0.00
209	1st	All	Int	Women's Bath 13	Door	Wood	Deteriorated	Grey						Negative	-0.10
210	1st	All	Int	Women's Bath 13	Door Stop	Wood	INTACT	Grey						Positive	2.60
211	1st	All	Int	Women's Bath 13	Door Jamb	Wood	INTACT	Grey						Positive	2.40
212	1st	A	Int	Class 201 14	Wall	Plaster	Deteriorated	White						Negative	0.10
213	1st	B	Int	Class 201 14	Wall	Plaster	Deteriorated	White						Negative	0.10
214	1st	C	Int	Class 201 14	Wall	Plaster	Deteriorated	White						Negative	0.20
215	1st	D	Int	Class 201 14	Wall	Cinderblock	Deteriorated	White						Negative	0.50
216	1st	Ceiling	Int	Class 201 14	Beam	Plaster	Deteriorated	White						Negative	0.10
217	1st	B	Int	Class 201 14	Wall Register	Metal	Deteriorated	White						Negative	0.00
218	1st	All	Int	Class 201 14	Win. Sil-Stool	Wood	Deteriorated	White						Negative	-0.10
219	1st	B	Int	Class 201 14	Door	Metal	Deteriorated	Green						Negative	0.00
220	1st	B	Int	Class 201 14	Door Jamb	Metal	Deteriorated	Grey						Negative	0.00
221	1st	D	Int	Class 201 14	Door Jamb	Wood	Deteriorated	White						N	

Sample #	Floor	Wall / Side	Int / Ext	Room and #	Component	Substrate	Visual Condition	Color	Friction / Impact Surface	Teeth Present	Main Cause of Damage	de Minimus Level	Amount of Damage	Result	PbC <sup>mg</sup> / m <sup>2</sup>
222	1st	D	Int	Class 201 14	Door Stop	Wood	Deteriorated	White						Negative	0.70
223	1st	D	Int	Class 201 14	Door Stop	Metal	Deteriorated	White						Negative	-0.10
224	1st	A	Int	Hallway 15	Wall	Wood	Deteriorated	Green						Negative	0.00
225	1st	A	Int	Hallway 15	Wall	Wood	Deteriorated	Green						Negative	0.30
226	1st	B	Int	Hallway 15	Wall	Cinderblock	Deteriorated	Green						Negative	0.00
227	1st	C	Int	Hallway 15	Wall	Cinderblock	Deteriorated	Green						Negative	-0.30
228	1st	D	Int	Hallway 15	Wall	Cinderblock	Deteriorated	Green						Negative	-0.10
229	1st	A	Int	Hallway 15	Corner-Trim	Wood	INTACT	Green						Positive	2.20
230	1st	D	Int	Hallway 15	Wall	Wood	INTACT	Green						Negative	0.10
231	1st	All	Int	Hallway 15	Electrical Panel	Metal	INTACT	Green						Negative	0.00
232	1st	All	Int	Hallway 15	Pipe	Metal	INTACT	Green						Negative	0.60
233	1st	B1	Int	Hallway 15	Door	Metal	INTACT	Grey						Negative	0.00
234	1st	B1	Int	Hallway 15	Door Stop	Wood	INTACT	Grey						Negative	0.50
235	1st	B1	Int	Hallway 15	Door Jamb	Wood	INTACT	Grey						Negative	0.00
236	1st	B1	Int	Hallway 15	Door Jamb	Wood	INTACT	White						Negative	-0.10
237	1st	B2	Int	Hallway 15	Door	Metal	INTACT	Grey						Negative	0.00
238	1st	B2	Int	Hallway 15	Door Jamb	Metal	INTACT	Grey						Negative	0.50
239	1st	B3	Int	Hallway 15	Door	Wood	INTACT	Grey						Negative	0.50
240	1st	B3	Int	Hallway 15	Door Casing	Wood	INTACT	Grey						Positive	3.40
241	1st	B3	Int	Hallway 15	Door Stop	Wood	INTACT	Grey						Positive	1.80
242	1st	B3	Int	Hallway 15	Door Jamb	Wood	INTACT	Grey						Positive	1.50
243	1st	B4	Int	Hallway 15	Door	Metal	Deteriorated	Grey						Negative	0.00
244	1st	B4	Int	Hallway 15	Door Stop	Metal	Deteriorated	Grey						Negative	-0.10
245	1st	B4	Int	Hallway 15	Door Jamb	Metal	Deteriorated	Grey						Negative	0.10
246	1st	B4	Int	Hallway 15	Door Casing	Wood	INTACT	Grey						Negative	0.00
247	1st	B5	Int	Hallway 15	Door Casing	Wood	INTACT	Grey						Positive	1.70
248	1st	B5	Int	Hallway 15	Door	Wood	INTACT	Grey						Positive	2.60
249	1st	B5	Int	Hallway 15	Door Stop	Wood	INTACT	White						Positive	2.40
250	1st	B5	Int	Hallway 15	Door Jamb	Wood	INTACT	White						Positive	2.50
251	1st	B6	Int	Hallway 15	Door Casing	Wood	Deteriorated	Grey	Yes	No	Impact	Below	< 10%	Positive	2.40
252	1st	B6	Int	Hallway 15	Door Stop	Wood	Deteriorated	Grey	Yes	No	Impact	Below	< 10%	Positive	2.00
253	1st	B6	Int	Hallway 15	Door Jamb	Wood	Deteriorated	Grey	Yes	No	Friction	Below	< 10%	Positive	1.50
254	1st	B6	Int	Hallway 15	Door Jamb	Wood	Deteriorated	White	Yes	No	Friction	Below	< 10%	Positive	3.70
255	1st	B6	Int	Hallway 15	Door	Wood	INTACT	Grey						Positive	2.20
256	1st	B7	Int	Hallway 15	Door Casing	Wood	INTACT	Grey						Negative	0.00
257	1st	B7	Int	Hallway 15	Door Jamb	Metal	INTACT	Grey						Negative	0.10
258	1st	B7	Int	Hallway 15	Door Stop	Metal	INTACT	Grey						Negative	0.10
259	1st	B7	Int	Hallway 15	Door	Metal	INTACT	Grey						Negative	0.00
260	1st	B8	Int	Hallway 15	Door	Metal	INTACT	Grey						Negative	0.00
261	1st	B8	Int	Hallway 15	Door Jamb	Metal	INTACT	Grey						Negative	0.80
262	1st	B8	Int	Hallway 15	Door Stop	Metal	INTACT	Grey						Negative	0.00
263	1st	C1	Int	Hallway 15	Door	Metal	INTACT	Grey						Negative	0.30
264	1st	C1	Int	Hallway 15	Door Jamb	Metal	INTACT	Grey						Negative	0.10
265	1st	D1	Int	Hallway 15	Exit Door	Metal	INTACT	Grey						Negative	0.10
266	1st	D1	Int	Hallway 15	Exit Door Stop	Metal	INTACT	Grey						Negative	0.00
267	1st	D1	Int	Hallway 15	Exit Door Jamb	Metal	INTACT	Grey						Negative	0.00
268	1st	D1	Int	Hallway 15	Exit Door Casing	Wood	INTACT	Green						Positive	3.30
269	1st	D2	Int	Hallway 15	Door	Metal	INTACT	Grey						Negative	0.00
270	1st	D2	Int	Hallway 15	Door Jamb	Metal	INTACT	Grey						Negative	0.00
271	1st	D2	Int	Hallway 15	Door Jamb	Metal	INTACT	White						Negative	0.40
272	1st	D2	Int	Hallway 15	Door Stop	Metal	INTACT	White						Negative	0.50
273	1st	D2	Int	Hallway 15	Door Stop	Metal	INTACT	Grey						Negative	0.10
274	1st	D3	Int	Hallway 15	Door	Wood	INTACT	Grey						Negative	0.00
275	1st	D3	Int	Hallway 15	Door Stop	Wood	INTACT	Grey						Negative	0.50
276	1st	D3	Int	Hallway 15	Door Jamb	Wood	INTACT	Grey						Negative	0.50
277	1st	D4	Int	Hallway 15	Door	Wood	INTACT	Grey						Negative	0.10
278	1st	D4	Int	Hallway 15	Door Jamb	Wood	INTACT	Grey						Negative	0.50
279	1st	D4	Int	Hallway 15	Door Stop	Wood	INTACT	Grey						Negative	0.80
280	1st	All	Int	Hallway 15	Win. Casing	Metal	INTACT	Grey						Negative	0.10
281	1st	All	Int	Hallway 15	Win. Stop Int.	Metal	INTACT	Grey						Negative	0.10
282	1st	All	Int	Hallway 15	Wall Register	Metal	INTACT	Green						Negative	0.30
283	1st	Closet Int (All)1	Int	Hallway 15	Clos. Wall	Cinderblock	Deteriorated	White						Negative	-0.20
284	1st	Closet Int (All)1	Int	Hallway 15	Clos. Wall	Cinderblock	Deteriorated	Grey						Negative	-0.20
285	1st	Closet Int (All)1	Int	Hallway 15	Clos. Door	Wood	Deteriorated	White						Negative	0.00
286	1st	Closet Int (All)1	Int	Hallway 15	Clos. Door Casing	Wood	Deteriorated	White						Negative	0.20
287	1st	Closet Int (All)1	Int	Hallway 15	Clos. Baseboard	Wood	Deteriorated	White						Negative	0.00
288	1st	Closet Int (All)1	Int	Hallway 15	Clos. Board	Wood	Deteriorated	White						Negative	0.00
289	1st	Closet Int (All)1	Int	Hallway 15	Clos. Coat Rack	Wood	Deteriorated	White						Negative	0.00
290	1st	Closet Int (All)1	Int	Hallway 15	Wall Register	Wood	Deteriorated	White						Negative	0.10
291	1st	Closet Int (All)1	Int	Hallway 15	Shelf Bracket	Wood	Deteriorated	Grey						Negative	-0.10
292	1st	Closet Int (All)1	Int	Hallway 15	Clos. Shelf	Wood	Deteriorated	Grey						Negative	-0.20
293	1st	Closet Int (All)1	Int	Hallway 15	Pipe	Metal	Deteriorated	White						Negative	0.00
294	1st	Closet Int (All)2	Int	Hallway 15	Clos. Wall	Cinderblock	Deteriorated	Black						Negative	-0.20
295	1st	Closet Int (All)2	Int	Hallway 15	Clos. Wall	Brick	Deteriorated	Black						Negative	-0.10
296	1st	Closet Int (All)2	Int	Hallway 15	Vent	Metal	Deteriorated	White						Negative	0.10
297	1st	Closet Int (All)2	Int	Hallway 15	Clos. Coat Rack	Wood	Deteriorated	White						Negative	-0.10
298	1st	Closet Int (All)2	Int	Hallway 15	Clos. Coat Rack	Wood	Deteriorated	Black						Negative	-0.10
299	1st	Closet Int (All)2	Int	Hallway 15	Clos. Shelf	Wood	Deteriorated	Black						Negative	0.00
300	1st	Closet Int (All)2	Int	Hallway 15	Clos. Door	Metal	Deteriorated	Blue						Negative	0.00
301	1st	Closet Int (All)2	Int	Hallway 15	Clos. Door Jamb	Metal	Deteriorated	White						Negative	0.80
302	1st	Closet Int (All)2	Int	Hallway 15	Clos. Door Stop	Metal	Deteriorated	White						Negative	0.70
303					Calibrate									Negative	0.80
304					Calibrate									Negative	0.80
305					Calibrate									Negative	0.80
306					Calibrate									Negative	0.80
307					Calibrate									Negative	0.80
308					Calibrate									Negative	0.80
309	1st	Closet Int (All)3	Int	Hallway 15	Clos. Wall	Cinderblock	Deteriorated	White						Negative	-0.30
310	1st	Closet Int (All)3	Int	Hallway 15	Clos. Floor	Concrete	Deteriorated	Grey						Negative	0.10
311	1st	Closet Int (All)3	Int	Hallway 15	Clos. Shelf	Wood	Deteriorated	White	Yes	No	Impact	Below	< 10%	Positive	1.60
312	1st	Closet Int (All)3	Int	Hallway 15	Shelf Bracket	Wood	Deteriorated	White	No	No	Impact	Below	< 10%	Positive	1.40
313	1st	Closet Int (All)3	Int	Hallway 15	Clos. Door	Wood	Deteriorated	Brown	Yes	No	Impact	Below	< 10%	Positive	1.90
314	1st	Closet Int (All)3	Int	Hallway 15	Clos. Door Jamb	Wood	Deteriorated	White	Yes	No	Friction	Below	< 10%	Positive	3.00
315	1st	Closet Int (All)3	Int	Hallway 15	Clos. Door Stop	Wood	Deteriorated	White	Yes	No	Impact	Below	< 10%	Positive	2.10
316	1st	Closet Int (All)3	Int	Hallway 15	Clos. Door Casing	Wood	Deteriorated	White	Yes	No	Impact	Below	< 10%	Positive	2.50
317	1st	Closet Int (All)3	Int	Hallway 15	Clos. Baseboard	Wood	Deteriorated	White						Negative	0.00
318	1st	Closet Int (All)3	Int	Hallway 15	Clos. Coat Rack	Wood	Deteriorated	White	Yes	No	Impact	Below	< 10%	Positive	1.70
319	1st	Closet Int (All)3	Int	Hallway 15	Pipe	Metal	Deteriorated	White	No	No	Impact	Below	< 10%	Positive	1.00
320	1st	Closet Int (All)3	Int	Hallway 15	Clos. Ceiling	Wood	Deteriorated	White						Negative	-0.30
321	1st	Closet Int (All)3	Int	Hallway 15	Beam	Wood	Deteriorated	White						Negative	-0.40
322	1st	Closet Int (All)3	Int	Hallway 15	Duct	Metal	Deteriorated	White						Negative	0.10
323	1st	Closet Int (All)4	Int	Hallway 15	Clos. Wall	Cinderblock	Deteriorated	White						Negative	-0.40
324	1st	Closet Int (All)4	Int	Hallway 15	Clos. Shelf	Wood	Deteriorated	White	Yes	No	Impact	Below	< 10%	Positive	1.00
325	1st	Closet Int (All)4	Int	Hallway 15	Shelf Bracket	Wood	Deteriorated	White	No	No	Impact	Below	< 10%	Positive	1.20
326	1st	Closet Int (All)4	Int	Hallway 15	Clos. Door	Wood	Deteriorated	Yellow	Yes	No	Impact	Below	< 10%	Positive	1.70
327	1st	Closet Int (All)4	Int	Hallway 15	Clos. Door Jamb	Wood	INTACT	Grey						Positive	3.60
328	1st	Closet Int (All)4	Int	Hallway 15	Clos. Door Stop	Wood	INTACT	Grey						Positive	2.90
329	1st	Closet Int (All)4	Int	Hallway 15	Clos. Door Jamb	Wood	Deteriorated	White	Yes	No	Friction	Below	< 10%	Positive	2.60
330	1st	Closet Int (All)4	Int	Hallway 15	Clos. Door Casing	Wood	Deteriorated	White	Yes	No	Impact	Below	< 10%	Positive	2.50
331	1st	Closet Int (All)4	Int	Hallway 15	Clos. Baseboard	Wood	Deteriorated	Grey						Negative	0.00
332	1st	Closet Int (All)4	Int	Hallway 15	Clos. Ceiling	Wood	Deteriorated	White						Negative	-0.20
333	1st	Closet Int (All)4	Int	Hallway 15	Clos. Floor	Concrete	Deteriorated	Grey						Negative	0.10
334	1st	Closet Int (All)4	Int	Hallway 15	Duct	Metal	Deteriorated	White						Negative	0.70
335	1st	A	Int	Utility Room 16											



Sample #	Floor	Wall / Side	Int / Ext	Room and #	Component	Substrate	Visual Condition	Color	Friction / Impact Surface	Teeth Present	Main Cause of Damage	de Minimus Level	Amount of Damage	Result	PbC <sup>mg</sup> / m <sup>2</sup>
339	1st	Ceiling	Int	Utility Room 16	Board	Wood	Deteriorated	White						Negative	-0.10
340	1st	Center	Int	Utility Room 16	Column	Brick	Deteriorated	White						Negative	0.00
341	1st	B	Int	Utility Room 16	Wall	Brick	Deteriorated	White						Negative	-0.20
342	1st	B	Int	Utility Room 16	Wall	Concrete	Deteriorated	White						Negative	-0.10
343	1st	B	Int	Utility Room 16	Wood Box	Wood	Deteriorated	White						Negative	0.10
344	1st	C	Int	Utility Room 16	Wall	Cinderblock	Deteriorated	White						Negative	-0.30
345	1st	D	Int	Utility Room 16	Wall	Cinderblock	Deteriorated	White						Negative	0.10
346	1st	C	Int	Utility Room 16	Door Casing	Wood	Deteriorated	White						Negative	-0.10
347	1st	C	Int	Utility Room 16	Door	Wood	Deteriorated	White						Negative	-0.10
348	1st	C	Int	Utility Room 16	Door Jamb	Wood	Deteriorated	White						Negative	-0.30
349	1st	C	Int	Utility Room 16	Door Stop	Wood	Deteriorated	Grey						Negative	0.00
350	1st	B	Int	Utility Room 16	Gas Pipe	Metal	Deteriorated	White						Negative	0.10
351	1st	Center	Int	Utility Room 16	Gas Pipe	Metal	Deteriorated	Red						Negative	0.10
352	1st	D	Int	Utility Room 16	Board	Wood	Deteriorated	White						Negative	0.00
353	1st	D	Int	Utility Room 16	Railing	Wood	Deteriorated	Brown						Negative	-0.10
354	1st	D	Int	Utility Room 16	Baluster	Wood	Deteriorated	Brown						Negative	-0.30
355	1st	D	Int	Utility Room 16	Baluster	Wood	Deteriorated	White	No	No	Impact	Below	< 10%	Positive	3.50
356	1st	C	Int	Utility Room 16	Board	Wood	Deteriorated	White						Negative	0.30
357	1st	D	Int	Utility Room 16	Door	Wood	Deteriorated	Brown						Negative	0.40
358	1st	D	Int	Utility Room 16	Door Jamb	Wood	Deteriorated	Brown	Yes	No	Friction	Below	< 10%	Positive	1.00
359	1st	A	Int	Utility Room 16	2"x4"	Wood	Deteriorated	White						Negative	-0.10
360	1st	A	Int	Women's Bath 17	Wall	Wood	INTACT	Pink						Negative	0.10
361	1st	B	Int	Women's Bath 17	Wall	Wood	INTACT	Pink						Negative	0.10
362	1st	C	Int	Women's Bath 17	Wall	Wood	INTACT	Pink						Negative	0.10
363	1st	A	Int	Women's Bath 17	Wall	Cinderblock	INTACT	Pink						Negative	0.40
364	1st	B	Int	Women's Bath 17	Wall	Cinderblock	INTACT	Pink						Negative	0.40
365	1st	D	Int	Women's Bath 17	Wall	Cinderblock	INTACT	Pink						Negative	0.50
366	1st	All	Int	Women's Bath 17	Wall Register	Metal	INTACT	White						Negative	0.00
367	1st	All	Int	Women's Bath 17	Baseboard	Rubber	INTACT	Grey						Negative	0.00
368	1st	All	Int	Women's Bath 17	Beam	Wood	INTACT	White						Negative	0.30
369	1st	All	Int	Women's Bath 17	Door Jamb	Wood	INTACT	Pink						Negative	-0.10
370	1st	All	Int	Women's Bath 17	Door Casing	Wood	INTACT	Pink						Negative	0.00
371	1st	A	Int	Men's Bath 18	Wall	Drywall	Deteriorated	Grey						Negative	0.10
372	1st	B	Int	Men's Bath 18	Wall	Cinderblock	Deteriorated	Grey						Negative	0.10
373	1st	C	Int	Men's Bath 18	Wall	Cinderblock	Deteriorated	Grey						Negative	0.50
374	1st	C	Int	Men's Bath 18	Wall	Drywall	Deteriorated	Grey						Negative	0.10
375	1st	D	Int	Men's Bath 18	Wall	Cinderblock	Deteriorated	Grey						Negative	0.40
376	1st	All	Int	Men's Bath 18	Conduit	Metal	Deteriorated	Grey						Negative	0.20
377	1st	All	Int	Men's Bath 18	Conduit	Metal	Deteriorated	Grey						Negative	0.10
378	1st	B	Int	Men's Bath 18	Radiator	Metal	Deteriorated	Grey						Negative	0.10
379	1st	D	Int	Men's Bath 18	Door	Metal	INTACT	Grey						Negative	0.10
380	1st	D	Int	Men's Bath 18	Door Casing	Metal	INTACT	Grey						Negative	0.10
381	1st	A	Int	Storage Room 19	Wall	Cinderblock	Deteriorated	White						Negative	0.10
382	1st	B	Int	Storage Room 19	Wall	Wood	Deteriorated	White						Negative	0.00
383	1st	B	Int	Storage Room 19	Wall	Cinderblock	Deteriorated	White						Negative	0.20
384	1st	C	Int	Storage Room 19	Wall	Cinderblock	Deteriorated	White						Negative	0.40
385	1st	C	Int	Storage Room 19	Wall	Cinderblock	Deteriorated	White						Negative	0.30
386	1st	C	Int	Storage Room 19	Wall	Wood	Deteriorated	White						Negative	0.10
387	1st	D	Int	Storage Room 19	Wall	Cinderblock	Deteriorated	White						Negative	0.30
388	1st	D	Int	Storage Room 19	Wall	Wood	Deteriorated	White						Negative	0.10
389	1st	Ceiling	Int	Storage Room 19	Lower Beam	Wood	Deteriorated	White	No	No	Moisture	Below	< 10%	Positive	1.60
390	1st	Ceiling	Int	Storage Room 19	Ceiling Beam	Wood	Deteriorated	White	No	No	Moisture	Below	< 10%	Positive	1.60
391	1st	Ceiling	Int	Storage Room 19	Ceiling	Wood-Paneling	Deteriorated	White	No	No	Moisture	Below	< 2sf	Positive	1.30
392	1st	Ceiling	Int	Storage Room 19	Beam	Wood	Deteriorated	Brown	No	No	Impact	Below	< 10%	Positive	1.70
393	1st	Ceiling	Int	Storage Room 19	DWV Pipe	Metal	Deteriorated	White						Negative	0.10
394	1st	Ceiling	Int	Storage Room 19	Electricity Pipe	Metal	Deteriorated	White						Negative	0.10
395	1st	Ceiling	Int	Storage Room 19	Ceiling	Wood	Deteriorated	White						Negative	0.10
396	1st	Ceiling	Int	Storage Room 19	Upper Wall	Wood	Deteriorated	White						Negative	0.50
397	1st	All	Int	Storage Room 19	Wall Register Board	Wood	Deteriorated	White						Negative	0.30
398	1st	All	Int	Storage Room 19	Baseboard	Wood	Deteriorated	Brown	Yes	No	Impact	Below	< 10%	Positive	1.60
399	1st	All	Int	Storage Room 19	Floor	Concrete	Deteriorated	Grey						Negative	0.30
400	1st	D	Int	Storage Room 19	Cabinet Shelf	Wood	Deteriorated	White						Negative	-0.20
401	1st	D	Int	Storage Room 19	Cabinet Shelf Bracket	Wood	Deteriorated	White						Negative	0.00
402	1st	A	Int	Storage Room 19	Ceiling Support 2"x4"	Wood	Deteriorated	White	No	No	Moisture	Below	< 10%	Positive	5.30
403	1st	B	Int	Storage Room 19	Column	Wood	Deteriorated	Brown	Yes	No	Impact	Below	< 10%	Positive	6.10
404	1st	C	Int	Storage Room 19	Bookcase Shelf	Wood	Deteriorated	White						Negative	-0.10
405	1st	C	Int	Storage Room 19	Cabinet Shelf Bracket	Wood	Deteriorated	White						Negative	-0.20
406					Calibrate									Positive	1.10
407					Calibrate									Positive	1.00
408					Calibrate									Negative	0.90
409	Grnd	A	Int	Int. Garage 20	Wall	Cinderblock	Deteriorated	Beige						Negative	0.00
410	Grnd	B	Int	Int. Garage 20	Wall	Cinderblock	Deteriorated	Beige						Negative	-0.20
411	Grnd	C	Int	Int. Garage 20	Wall	Cinderblock	Deteriorated	Beige	No	No	Moisture	Below	< 2sf	Positive	1.10
412	Grnd	D	Int	Int. Garage 20	Wall	Cinderblock	Deteriorated	Beige						Negative	0.30
413	Grnd	Floor	Int	Int. Garage 20	Floor	Concrete	Deteriorated	Grey						Negative	0.20
414	Grnd	C	Int	Int. Garage 20	Win. Casing	Wood	INTACT	Beige						Positive	2.60
415	Grnd	C	Int	Int. Garage 20	Win. Sill-Stool	Wood	INTACT	Beige						Positive	2.80
416	Grnd	C	Int	Int. Garage 20	Win. Blocking	Wood	Deteriorated	Beige						Negative	-0.10
417	Grnd	C	Int	Int. Garage 20	Wall Casing	Wood	INTACT	Beige						Negative	0.50
418	Grnd	D1	Int	Int. Garage 20	Door	Wood	INTACT	Beige						Negative	0.40
419	Grnd	D1	Int	Int. Garage 20	Door Casing	Wood	INTACT	Beige						Positive	3.70
420	Grnd	D1	Int	Int. Garage 20	Door Stop	Wood	INTACT	Beige						Positive	7.90
421	Grnd	D1	Int	Int. Garage 20	Door Jamb	Wood	Deteriorated	Beige	Yes	No	Friction	Below	< 10%	Positive	5.50
422	Grnd	D1	Int	Int. Garage 20	Panel	Wood	INTACT	Beige						Negative	0.50
423	Grnd	D1	Int	Int. Garage 20	Transom	Wood	Deteriorated	Beige						Negative	-0.10
424	Grnd	Ceiling	Int	Int. Garage 20	Ceiling	Wood	Deteriorated	Beige						Negative	0.30
425	Grnd	Ceiling	Int	Int. Garage 20	Crown Molding	Wood	Deteriorated	Beige						Negative	0.30
426	Grnd	Ceiling	Int	Int. Garage 20	Beam	Wood	Deteriorated	Beige						Negative	0.20
427	Grnd	Ceiling	Int	Int. Garage 20	Beam	Wood	Deteriorated	Beige						Negative	0.30
428	Grnd	D2	Int	Int. Garage 20	Door	Wood	Deteriorated	Beige	Yes	No	Friction	Below	< 10%	Positive	3.50
429	Grnd	D2	Int	Int. Garage 20	Door Casing	Wood	Deteriorated	Beige						Negative	0.00
430	Grnd	D2	Int	Int. Garage 20	Door Stop	Wood	Deteriorated	Beige	Yes	No	Impact	Below	< 10%	Positive	1.10
431	Grnd	D2	Int	Int. Garage 20	Door Jamb	Wood	Deteriorated	Beige	Yes	No	Friction	Above	> 10%	Positive	1.30
432	Grnd	D2	Int	Int. Garage 20	Transom	Wood	Deteriorated	Beige						Negative	0.00
433	Grnd	D2	Int	Int. Garage 20	Panel	Wood	Deteriorated	Beige						Negative	0.70
434	Grnd	D1	Int	Int. Garage 20	OH Door Jamb	Wood	Deteriorated	Beige	No	No	Friction	Above	> 10%	Positive	5.50
435	Grnd	D2	Int	Int. Garage 20	OH Door Jamb	Wood	Deteriorated	Beige	No	No	Friction	Above	> 10%	Positive	2.00
436	Grnd	D3	Int	Int. Garage 20	OH Door Jamb	Wood	Deteriorated	Beige	No	No	Friction	Above	> 10%	Positive	4.30
437	Grnd	D4	Int	Int. Garage 20	OH Door Jamb	Wood	Deteriorated	Beige	No	No	Friction	Above	> 10%	Positive	10.80
438	Grnd	Center	Int	Int. Garage 20	Column	Wood	Deteriorated	Red	Yes	No	Impact	Above	> 10%	Positive	2.30
439	Grnd	Center	Int	Int. Garage 20	Column	Wood	Deteriorated	Purple	Yes	No	Impact	Above	> 10%	Positive	1.90
440	Grnd	Center	Int	Int. Garage 20	Column	Metal	Deteriorated	Purple						Negative	0.30
441	Grnd	Center	Int	Int. Garage 20	Column	Wood	Deteriorated	Beige						Negative	0.40
442	Grnd	Center	Int	Int. Garage 20	Column	Wood	Deteriorated	Beige						Negative	0.60
443	Grnd	All	Int	Int. Garage 20	Conduit	Metal	Deteriorated	Beige						Negative	0.90
444	Grnd	B1	Int	Int. Garage 20	Door	Wood	Deteriorated	Beige						Negative	0.60
445	Grnd	B1	Int	Int. Garage 20	Door Casing	Wood	INTACT	Blue						Positive	5.30
446	Grnd	B1	Int	Int. Garage 20	Door Stop	Wood	Deteriorated	Blue	Yes	No	Impact	Below	< 10%	Positive	4.20
447	Grnd	B1	Int	Int. Garage 20	Door Jamb	Wood	Deteriorated	Blue	Yes	No	Friction	Above	> 10%	Positive	5.30
448	Grnd	B1	Int	Int. Garage 20	Door Trim	Wood	INTACT	Blue						Negative	0.40
449	Grnd	B1	Int	Int. Garage 20	Door Header	Wood	INTACT	Blue						Positive	5.30
450	Grnd	B2	Int	Int. Garage 20	Door	Wood	Deteriorated	Beige						Negative	0.00
451	Grnd	B2	Int	Int. Garage 20	Door Casing	Wood	INTACT	Blue						Positive	4.60
452	Grnd	B2	Int	Int. Garage 20	Door Stop	Wood	Deteriorated	Blue	Yes	No	Impact	Below	< 10%	Positive	4.30
453	Grnd	B2	Int	Int. Garage 20	Door Jamb</										

Sample #	Floor	Wall / Side	Int / Ext	Room and #	Component	Substrate	Visual Condition	Color	Friction / Impact Surface	Teeth Present	Main Cause of Damage	de Minimus Level	Amount of Damage	Result	PbC <sup>mg</sup> / m <sup>2</sup>
456	Grnd	All	Int	Int. Garage 20	Pipe	Metal	Deteriorated	Beige						Negative	0.10
457	Grnd	All	Int	Int. Garage 20	Clos. Wall	Cinderblock	Deteriorated	Beige						Negative	0.40
458	Grnd	Floor	Int	Int. Garage 20	Clos. Floor	Concrete	Deteriorated	Grey						Negative	0.00
459	Grnd	Clos. Int (All)1	Int	Int. Garage 20	Clos. Door	Wood	Deteriorated	Beige						Negative	0.50
460	Grnd	Clos. Int (All)1	Int	Int. Garage 20	Clos. Door Jamb	Wood	Deteriorated	Grey	Yes	No	Friction	Above	> 10%	Positive	5.90
461	Grnd	Clos. Int (All)1	Int	Int. Garage 20	Clos. Door Stop	Wood	Deteriorated	Grey	Yes	No	Impact	Above	> 10%	Positive	4.80
462	Grnd	Clos. Int (All)1	Int	Int. Garage 20	Clos. Door Casing	Wood	Deteriorated	Grey	Yes	No	Impact	Above	> 10%	Positive	4.50
463	Grnd	Clos. Int (All)1	Int	Int. Garage 20	Door Trim	Wood	Deteriorated	Beige						Negative	0.50
464	Grnd	Clos. Int (All)2	Int	Int. Garage 20	Door Trim	Wood	Deteriorated	Beige						Negative	0.20
465	Grnd	Clos. Int (All)2	Int	Int. Garage 20	Clos. Door Jamb	Wood	Deteriorated	Grey	Yes	No	Friction	Above	> 10%	Positive	3.30
466	Grnd	Clos. Int (All)2	Int	Int. Garage 20	Clos. Door Stop	Wood	Deteriorated	Grey	Yes	No	Impact	Above	> 10%	Positive	5.50
467	Grnd	Clos. Int (All)2	Int	Int. Garage 20	Clos. Door Casing	Wood	Deteriorated	Grey	Yes	No	Impact	Above	> 10%	Positive	5.50
468	Grnd	Clos. Int (All)3	Int	Int. Garage 20	Clos. Door	Wood	Deteriorated	Beige						Negative	-0.10
469	Grnd	Clos. Int (All)3	Int	Int. Garage 20	Clos. Door Jamb	Wood	Deteriorated	Grey	Yes	No	Friction	Above	> 10%	Positive	3.30
470	Grnd	Clos. Int (All)3	Int	Int. Garage 20	Clos. Door Casing	Wood	Deteriorated	Blue	Yes	No	Impact	Above	> 10%	Positive	5.90
471	Grnd	Clos. Int (All)3	Int	Int. Garage 20	Door Trim	Wood	INTACT	Blue						Negative	0.50
472	Grnd	Clos. Int (All)4	Int	Int. Garage 20	Door Trim	Wood	Deteriorated	Blue						Negative	0.40
473	Grnd	Clos. Int (All)4	Int	Int. Garage 20	Clos. Door	Wood	Deteriorated	Beige						Negative	0.30
474	Grnd	Clos. Int (All)4	Int	Int. Garage 20	Clos. Door Jamb	Wood	Deteriorated	Beige	Yes	No	Friction	Above	> 10%	Positive	3.90
475	Grnd	Clos. Int (All)4	Int	Int. Garage 20	Clos. Door Casing	Wood	Deteriorated	Beige	Yes	No	Impact	Above	> 10%	Positive	4.80
476	1st	A	Int	Storage Room 21	Wall	Cinderblock	Deteriorated	Beige						Negative	-0.10
477	1st	B	Int	Storage Room 21	Wall	Drywall	Deteriorated	Beige						Negative	-0.10
478	1st	C	Int	Storage Room 21	Wall	Drywall	Deteriorated	Beige						Negative	0.10
479	1st	D	Int	Storage Room 21	Wall	Drywall	Deteriorated	Beige						Negative	0.10
480	1st	All	Int	Storage Room 21	Wall Casing	Wood	Deteriorated	Beige						Negative	0.00
481	1st	D	Int	Storage Room 21	Radiator	Metal	Deteriorated	Beige						Negative	0.00
482	1st	D	Int	Storage Room 21	Win. Sill-Stool	Wood	Deteriorated	Beige						Negative	-0.10
483	1st	D2	Int	Storage Room 21	Win. Sill-Stool	Wood	Deteriorated	Beige						Negative	0.00
484	1st	D	Int	Storage Room 21	Pipe	Metal	Deteriorated	Beige						Negative	0.10
485	1st	A	Int	Storage Room 21	Door	Metal	INTACT	Blue						Negative	0.10
486	1st	A	Int	Storage Room 21	Door Jamb	Metal	Deteriorated	Beige						Negative	0.10
487	1st	Clos. Int (All)	Int	Storage Room 21	Clos. Wall	Cinderblock	INTACT	Beige						Negative	-0.30
488	1st	Clos. Int (All)	Int	Storage Room 21	Clos. Wall	Drywall	INTACT	Beige						Negative	0.10
489	1st	B	Int	Storage Room 21	Door	Metal	INTACT	Grey						Negative	0.00
490	1st	B	Int	Storage Room 21	Door Jamb	Metal	Deteriorated	Grey						Negative	0.10
491	1st	B	Int	Storage Room 21	Door Casing	Metal	Deteriorated	Beige						Negative	0.50
492	1st	All	Int	Storage Room 21	Conduit	Metal	Deteriorated	Beige						Negative	0.40
493	1st	A	Int	Class 303 22	Wall	Cinderblock	Deteriorated	Beige						Negative	0.30
494	1st	B	Int	Class 303 22	Wall	Cinderblock	Deteriorated	Beige						Negative	-0.30
495	1st	C	Int	Class 303 22	Wall	Cinderblock	Deteriorated	Yellow						Negative	0.10
496	1st	D	Int	Class 303 22	Wall	Drywall	Deteriorated	Beige						Negative	0.10
497	1st	D	Int	Class 303 22	Radiator	Metal	Deteriorated	Beige						Negative	0.10
498	1st	Ceiling	Int	Class 303 22	Beam	Drywall	INTACT	Beige						Negative	0.10
499	1st	Center	Int	Class 303 22	Column	Drywall	INTACT	Beige						Negative	0.10
500	1st	D	Int	Class 303 22	Pipe	Metal	INTACT	Beige						Negative	0.00
501	1st	D1	Int	Class 303 22	Win. Sill-Stool	Wood	INTACT	Beige						Negative	0.00
502	1st	D2	Int	Class 303 22	Win. Sill-Stool	Wood	INTACT	Beige						Negative	0.10
503	1st	B	Int	Class 303 22	Door	Metal	INTACT	Grey						Negative	0.20
504	1st	B	Int	Class 303 22	Door Jamb	Metal	Deteriorated	Grey						Negative	0.50
505	1st	B	Int	Class 303 22	Door Casing	Metal	Deteriorated	Beige						Negative	0.50
506	1st	D	Int	Class 303 22	Door	Metal	Deteriorated	Beige						Negative	0.10
507	1st	D	Int	Class 303 22	Door Jamb	Metal	Deteriorated	Beige						Negative	0.10
508	1st	D	Int	Class 303 22	Door Jamb Ext.	Metal	Deteriorated	Blue						Negative	0.20
509	1st	A	Int	Class 301 23	Wall	Cinderblock	INTACT	Beige						Negative	-0.10
510	1st	B	Int	Class 301 23	Wall	Cinderblock	INTACT	Beige						Negative	-0.20
511	1st	C	Int	Class 301 23	Wall	Cinderblock	INTACT	Beige						Negative	0.30
512	1st	D	Int	Class 301 23	Wall	Drywall	INTACT	Beige						Negative	0.10
513	1st	Ceiling	Int	Class 301 23	Beam	Drywall	INTACT	Beige						Negative	0.10
514	1st	Ceiling	Int	Class 301 23	Column	Drywall	INTACT	Beige						Negative	0.10
515	1st	All	Int	Class 301 23	Wall Casing	Wood	INTACT	Beige						Negative	0.30
516	1st	All	Int	Class 301 23	Conduit	Metal	Deteriorated	Beige						Negative	0.30
517	1st	D	Int	Class 301 23	Pipe	Metal	Deteriorated	Beige						Negative	0.00
518	1st	B	Int	Class 301 23	Door	Metal	INTACT	Grey						Negative	0.10
519	1st	B	Int	Class 301 23	Door Jamb	Metal	Deteriorated	Beige						Negative	0.10
520	1st	D	Int	Class 301 23	Door	Metal	INTACT	Grey						Negative	0.10
521	1st	D	Int	Class 301 23	Door Casing	Metal	Deteriorated	Beige						Negative	0.10
522	1st	D	Int	Class 301 23	Door Jamb Ext.	Metal	Deteriorated	Blue						Negative	0.10
523	1st	A	Int	Hallway 24	Wall	Drywall	INTACT	Beige						Negative	0.10
524	1st	B	Int	Hallway 24	Wall	Drywall	INTACT	Beige						Negative	0.20
525	1st	C	Int	Hallway 24	Wall	Drywall	INTACT	Beige						Negative	0.00
526	1st	D	Int	Hallway 24	Wall	Drywall	INTACT	Beige						Negative	0.00
527	1st	B	Int	Hallway 24	Win. Casing	Metal	INTACT	Grey						Negative	0.10
528	1st	All	Int	Hallway 24	Door	Metal	INTACT	Grey						Negative	0.00
529	1st	All	Int	Hallway 24	Door	Wood	INTACT	Grey						Negative	0.00
530	1st	All	Int	Hallway 24	Door Jamb	Metal	INTACT	Grey						Negative	0.00
531	1st	Clos. Int (All)	Int	Hallway 24	Clos. Wall	Drywall	Deteriorated	Grey						Negative	0.10
532	1st	Clos. Int (All)	Int	Hallway 24	Clos. Door	Wood	Deteriorated	Grey						Negative	0.00
533	1st	Clos. Int (All)	Int	Hallway 24	Clos. Door Casing	Metal	Deteriorated	Grey						Negative	0.10
534	1st	A	Int	Office 25	Wall	Drywall	INTACT	Beige						Negative	0.00
535	1st	B	Int	Office 25	Wall	Drywall	INTACT	Beige						Negative	0.10
536	1st	C	Int	Office 25	Wall	Drywall	INTACT	Beige						Negative	0.10
537	1st	D	Int	Office 25	Wall	Drywall	INTACT	Beige						Negative	0.10
538	1st	D1	Int	Office 25	Win. Sill-Stool	Wood	INTACT	Beige						Negative	0.10
539	1st	D2	Int	Office 25	Win. Sill-Stool	Wood	INTACT	Beige						Negative	-0.10
540	1st	A	Int	Office 25	Door	Wood	INTACT	Grey						Negative	0.00
541	1st	D	Int	Office 25	Door Casing	Metal	Deteriorated	Grey						Negative	0.10
542	1st	A	Int	Office 26	Wall	Drywall	INTACT	Pink						Negative	0.10
543	1st	B	Int	Office 26	Wall	Drywall	INTACT	Pink						Negative	0.10
544	1st	C	Int	Office 26	Wall	Drywall	INTACT	Pink						Negative	0.10
545	1st	D	Int	Office 26	Wall	Drywall	INTACT	Pink						Negative	0.20
546	1st	D	Int	Office 26	Pipe	Metal	Deteriorated	Grey						Negative	0.20
547	1st	D	Int	Office 26	Radiator	Metal	Deteriorated	Grey						Negative	0.20
548	1st	D	Int	Office 26	Door	Wood	INTACT	Grey						Negative	-0.10
549	1st	D	Int	Office 26	Door Casing	Metal	Deteriorated	Grey						Negative	0.00
550	1st	A	Int	Office 27	Wall	Drywall	INTACT	Beige						Negative	0.20
551	1st	B	Int	Office 27	Wall	Drywall	INTACT	Beige						Negative	0.10
552	1st	C	Int	Office 27	Wall	Drywall	INTACT	Beige						Negative	0.10
553	1st	D	Int	Office 27	Wall	Drywall	INTACT	Beige						Negative	0.10
554	1st	B	Int	Office 27	Door	Wood	INTACT	Grey						Negative	0.00
555	1st	B	Int	Office 27	Door Casing	Metal	INTACT	Grey						Negative	0.00
556	1st	D	Int	Office 27	Radiator	Metal	Deteriorated	Beige						Negative	0.10
557	1st	A	Int	Office 28	Wall	Drywall	INTACT	Purple						Negative	0.10
558	1st	B	Int	Office 28	Wall	Drywall	INTACT	Purple						Negative	0.20
559	1st	C	Int	Office 28	Wall	Drywall	INTACT	Purple						Negative	0.10
560	1st	D	Int	Office 28	Wall	Drywall	INTACT	Purple						Negative	0.10
561	1st	A	Int	Office 28	Win. Sill-Stool	Wood	INTACT	Purple						Negative	-0.10
562	1st	A	Int	Office 28	Win. Casing	Metal	INTACT	Grey						Negative	0.00
563	1st	B	Int	Office 28	Door	Wood	INTACT	Grey						Negative	0.00
564	1st	B	Int	Office 28	Door Casing	Metal	Deteriorated	Grey						Negative	0.10
565	1st	D	Int	Office 28	Pipe	Metal	Deteriorated	Grey						Negative	0.10
566	1st	D	Int	Office 28	Radiator	Metal	Deteriorated	Grey						Negative	0.20
567	1st	A	Int	Office 29	Wall	Drywall	INTACT	Red						Negative	0.10
568	1st	B	Int	Office 29	Wall	Drywall	INTACT	Red						Negative	0.00
569	1st	C	Int	Office 29	Wall	Drywall	INTACT	Red						Negative	0.10

Sample #	Floor	Wall / Side	Int / Ext	Room and #	Component	Substrate	Visual Condition	Color	Friction / Impact Surface	Teeth Present	Main Cause of Damage	de Minimus Level	Amount of Damage	Result	PbC <sup>mg</sup> / m <sup>2</sup>
573	1st	Floor	Int	Court 1 30	Floor	Wood	Deteriorated	Stain						Negative	0.00
574	1st	A	Int	Court 1 30	Door Casing	Wood	Deteriorated	White						Negative	0.30
575	1st	A	Int	Court 1 30	Door Stop	Wood	Deteriorated	Blue						Negative	0.50
576	1st	A	Int	Court 1 30	Door Jamb	Wood	Deteriorated	Blue						Negative	0.00
577	1st	Floor	Int	Court 2 31	Floor	Wood	Deteriorated	Stain						Negative	0.00
578	1st	A	Int	Court 2 31	Door Casing	Wood	Deteriorated	White						Negative	0.20
579	1st	A	Int	Court 2 31	Door	Wood	Deteriorated	White						Negative	0.40
580	1st	A	Int	Court 2 31	Door	Wood	Deteriorated	White						Negative	0.50
581	1st	A	Int	Court 2 31	Door Stop	Wood	Deteriorated	Blue						Negative	0.60
582	1st	A	Int	Court 2 31	Door Jamb	Wood	Deteriorated	Blue						Negative	0.00
583	1st	Floor	Int	Court 3 32	Floor	Wood	Deteriorated	Stain						Negative	0.10
584	1st	A	Int	Court 3 32	Door	Wood	Deteriorated	White						Negative	0.40
585	1st	A	Int	Court 3 32	Door Casing	Wood	Deteriorated	White						Negative	0.30
586	1st	A	Int	Court 3 32	Door Stop	Wood	Deteriorated	Blue						Negative	0.60
587	1st	A	Int	Court 3 32	Door Jamb	Wood	Deteriorated	Blue						Negative	-0.10
588	1st	A	Int	Hallway 33	Wall	Cinderblock	INTACT	Blue						Negative	-0.10
589	1st	B	Int	Hallway 33	Wall	Cinderblock	INTACT	Blue						Negative	-0.10
590	1st	C	Int	Hallway 33	Wall	Cinderblock	INTACT	Blue						Negative	0.50
591	1st	C	Int	Hallway 33	Wall	Wood	INTACT	Blue						Negative	0.10
592	1st	C	Int	Hallway 33	Wall Casing	Wood	INTACT	Blue						Negative	0.50
593	1st	D	Int	Hallway 33	Wall	Cinderblock	INTACT	Blue						Negative	0.10
594	1st	All	Int	Hallway 33	Wall Casing	Wood	INTACT	Blue						Positive	2.80
595	1st	All	Int	Hallway 33	Wall Casing	Wood	INTACT	Blue						Positive	3.40
596	1st	All	Int	Hallway 33	Wall Register	Metal	INTACT	Blue						Negative	0.50
597	1st	All	Int	Hallway 33	Vent	Metal	INTACT	Blue						Negative	0.10
598	1st	All	Int	Hallway 33	Vent Trim	Wood	INTACT	Blue						Positive	1.90
599	1st	All	Int	Hallway 33	Conduit	Metal	INTACT	Blue						Negative	0.30
600	1st	All	Int	Hallway 33	Door	Metal	INTACT	Grey						Negative	0.10
601	1st	All	Int	Hallway 33	Door Casing	Wood	INTACT	Grey						Negative	0.00
602	1st	A1	Int	Hallway 33	Door	Wood	INTACT	Grey						Negative	0.80
603	1st	A1	Int	Hallway 33	Door Casing	Wood	Deteriorated	Grey						Negative	0.10
604	1st	A1	Int	Hallway 33	Door Stop	Wood	Deteriorated	Beige	Yes	No	Impact	Above	> 10%	Positive	3.00
605	1st	A2	Int	Hallway 33	Door	Wood	INTACT	Grey						Negative	0.10
606	1st	A2	Int	Hallway 33	Door Casing	Wood	INTACT	Grey						Positive	2.50
607	1st	A2	Int	Hallway 33	Door Stop	Wood	Deteriorated	Beige	Yes	No	Impact	Below	< 10%	Positive	2.80
608	1st	A2	Int	Hallway 33	Door Jamb	Wood	Deteriorated	Beige	Yes	No	Friction	Below	< 10%	Positive	4.20
609	1st	A3	Int	Hallway 33	Door	Wood	INTACT	Grey						Negative	0.10
610	1st	A3	Int	Hallway 33	Door Casing	Wood	INTACT	Grey						Positive	3.50
611	1st	A3	Int	Hallway 33	Door Stop	Wood	Deteriorated	Beige						Negative	0.10
612	1st	A3	Int	Hallway 33	Door Jamb	Wood	Deteriorated	Beige						Negative	0.10
613	1st	C1	Int	Hallway 33	Door Stop	Wood	Deteriorated	Grey						Negative	-0.10
614	1st	C1	Int	Hallway 33	Door Jamb	Metal	Deteriorated	Beige						Negative	0.20
615	1st	C2	Int	Hallway 33	Door Jamb	Wood	Deteriorated	Grey						Negative	-0.10
616	1st	C2	Int	Hallway 33	Door Casing	Wood	Deteriorated	Grey						Negative	0.00
617	1st	C2	Int	Hallway 33	Door Stop	Wood	Deteriorated	White						Negative	-0.10
618	1st	C3	Int	Hallway 33	Door	Wood	INTACT	Grey						Negative	-0.10
619	1st	C3	Int	Hallway 33	Door Casing	Wood	Deteriorated	Grey						Negative	0.10
620	1st	C3	Int	Hallway 33	Door Stop	Wood	Deteriorated	Grey						Negative	-0.10
621	1st	C3	Int	Hallway 33	Door Jamb	Wood	Deteriorated	Grey						Negative	0.00
622	1st	C4	Int	Hallway 33	Door Casing	Wood	Deteriorated	Grey						Negative	0.00
623	1st	C4	Int	Hallway 33	Door Stop	Wood	Deteriorated	White						Negative	0.00
624	1st	C4	Int	Hallway 33	Door Jamb	Wood	Deteriorated	White						Negative	0.00
625	1st	All	Int	Hallway 33	Door	Wood	INTACT	Grey						Negative	0.00
626	1st	Clos. Int (All)1	Int	Hallway 33	Clos. Wall	Cinderblock	Deteriorated	Yellow	No	No	Impact	Below	< 10%	Positive	6.50
627	1st	Clos. Int (All)1	Int	Hallway 33	Clos. Wall	Drywall	Deteriorated	Yellow						Negative	0.10
628	1st	Clos. Int (All)1	Int	Hallway 33	Clos. Door Jamb	Wood	Deteriorated	Beige						Negative	-0.10
629	1st	Clos. Int (All)2	Int	Hallway 33	Clos. Wall	Cinderblock	Deteriorated	Yellow						Negative	0.40
630	1st	Clos. Int (All)2	Int	Hallway 33	Clos. Wall	Cinderblock	Deteriorated	Yellow						Negative	0.50
631	1st	Clos. Int (All)2	Int	Hallway 33	Shelf Bracket	Wood	Deteriorated	Green	No	No	Impact	Below	< 10%	Positive	6.20
632	1st	Clos. Int (All)2	Int	Hallway 33	Clos. Baseboard	Wood	Deteriorated	Green	Yes	No	Impact	Below	< 10%	Positive	2.20
633	1st	Clos. Int (All)2	Int	Hallway 33	Clos. Door	Wood	Deteriorated	Black						Negative	0.80
634	1st	Clos. Int (All)2	Int	Hallway 33	Clos. Door Jamb	Wood	Deteriorated	Black	Yes	No	Friction	Above	> 10%	Positive	4.40
635	1st	Clos. Int (All)2	Int	Hallway 33	Clos. Door Casing	Wood	Deteriorated	Black	Yes	No	Impact	Above	> 10%	Positive	2.10
636	1st	Clos. Int (All)2	Int	Hallway 33	Clos. Ceiling	Wood Fiber	Deteriorated	White						Negative	0.10
637	1st	Clos. Int (All)2	Int	Hallway 33	Clos. Casing	Wood	Deteriorated	Yellow						Negative	0.30
638	1st	Clos. Int (All)2	Int	Hallway 33	Clos. Ceiling	Wood	Deteriorated	White						Negative	0.00
639	1st	Clos. Int (All)3	Int	Hallway 33	Clos. Wall	Cinderblock	Deteriorated	White						Negative	0.40
640	1st	Clos. Int (All)3	Int	Hallway 33	Clos. Wall	Wood	Deteriorated	White						Negative	0.00
641	1st	Clos. Int (All)3	Int	Hallway 33	Clos. Door	Wood	Deteriorated	Black						Negative	-0.10
642	1st	Clos. Int (All)3	Int	Hallway 33	Clos. Door Jamb	Wood	Deteriorated	White	Yes	No	Friction	Above	> 10%	Positive	2.50
643	1st	Clos. Int (All)3	Int	Hallway 33	Clos. Door Casing	Wood	Deteriorated	White	Yes	No	Impact	Above	> 10%	Positive	2.80
644	1st	Clos. Int (All)3	Int	Hallway 33	Drain Pipe	Metal	Deteriorated	White	No	No	Impact	Above	> 10%	Positive	1.00
645	1st	Clos. Int (All)4	Int	Hallway 33	Clos. Wall	Cinderblock	Deteriorated	White						Negative	-0.30
646	1st	Clos. Int (All)4	Int	Hallway 33	Clos. Wall	Wood Fiber	Deteriorated	White						Negative	-0.20
647	1st	Clos. Int (All)4	Int	Hallway 33	Clos. Shelf	Wood	Deteriorated	White	Yes	No	Impact	Above	> 10%	Positive	1.00
648	1st	Clos. Int (All)4	Int	Hallway 33	Shelf Bracket	Wood	Deteriorated	White	No	No	Impact	Above	> 10%	Positive	3.10
649	1st	Clos. Int (All)4	Int	Hallway 33	Duct	Metal	Deteriorated	White	No	No	Heat	Above	> 10%	Positive	4.30
650	1st	Clos. Int (All)4	Int	Hallway 33	Shelf Bracket	Wood	Deteriorated	White	No	No	Impact	Above	> 10%	Positive	1.30
651	1st	Clos. Int (All)4	Int	Hallway 33	Clos. Door	Wood	Deteriorated	Brown						Negative	-0.10
652	1st	Clos. Int (All)4	Int	Hallway 33	Clos. Door Jamb	Wood	Deteriorated	Beige	Yes	No	Friction	Above	< 10%	Positive	2.20
653	1st	Clos. Int (All)4	Int	Hallway 33	Clos. Door Casing	Wood	Deteriorated	Beige	Yes	No	Impact	Above	< 10%	Positive	2.70
654	1st	A	Int	Gym 34	Wall	Cinderblock	Deteriorated	Beige						Negative	0.00
655	1st	B	Int	Gym 34	Wall	Cinderblock	Deteriorated	Beige						Negative	0.40
656	1st	C	Int	Gym 34	Wall	Cinderblock	Deteriorated	Beige						Negative	0.00
657	1st	D	Int	Gym 34	Wall	Cinderblock	Deteriorated	Beige						Negative	0.20
658	1st	A	Int	Gym 34	Wall	Wood	Deteriorated	Beige						Negative	0.00
659	1st	D	Int	Gym 34	Wall	Wood	Deteriorated	Beige						Negative	0.10
660	1st	All	Int	Gym 34	Conduit	Metal	Deteriorated	Beige						Negative	0.70
661	1st	All	Int	Gym 34	Vent	Metal	Deteriorated	Beige						Negative	-0.10
662	1st	A	Int	Gym 34	Vent Jamb	Wood	Deteriorated	Beige	No	No	Moisture	Below	< 10%	Positive	3.60
663	1st	Ceiling	Int	Gym 34	Beam	Metal	Deteriorated	Red						Negative	0.00
664	1st	C	Int	Gym 34	Wall Casing	Wood	Deteriorated	Beige	No	No	Impact	Below	< 10%	Positive	3.10
665	1st	C	Int	Gym 34	Wall Casing	Metal	Deteriorated	Beige	No	No	Impact	Below	< 10%	Positive	1.80
666	1st	Floor	Int	Gym 34	Floor	Wood	Deteriorated	Stain						Negative	0.10
667	1st	Floor	Int	Gym 34	Floor	Wood	Deteriorated	Black						Negative	0.00
668	1st	Floor	Int	Gym 34	Floor	Wood	Deteriorated	Beige						Negative	0.00
669	1st	A1	Int	Gym 34	Door	Wood	Deteriorated	Grey						Negative	0.00
670	1st	A1	Int	Gym 34	Door Casing	Wood	Deteriorated	White						Negative	-0.20
671	1st	A1	Int	Gym 34	Door Stop	Wood	Deteriorated	White						Negative	-0.10
672	1st	A1	Int	Gym 34	Door Jamb	Wood	Deteriorated	White						Negative	-0.10
673	1st	A2	Int	Gym 34	Door	Metal	INTACT	Grey						Negative	0.00
674	1st	A2	Int	Gym 34	Door Casing	Wood	Deteriorated	Beige	Yes	No	Impact	Below	< 10%	Positive	3.10
675	1st	A2	Int	Gym 34	Door Jamb	Metal	Deteriorated	Beige						Negative	0.10
676	1st	C	Int	Gym 34	Door	Metal	Deteriorated	Red						Negative	0.10
677	1st	C	Int	Gym 34	Door Trim	Metal	Deteriorated	Grey						Negative	0.10
678	1st	C	Int	Gym 34	Door Jamb	Metal	Deteriorated	Grey						Negative	0.10
679	1st	C	Int	Gym 34	Door Threshold	Concrete	Deteriorated	Grey						Negative	0.10
680	1st	C	Int	Gym 34	Door Header	Wood	Deteriorated	Beige						Negative	0.10
681	1st	C	Int	Gym 34	Door Lintel	Metal	Deteriorated	Beige						Negative	0.20
682	1st	Clos. Int (All)2	Int	Gym 34	Clos. Wall	Drywall	Deteriorated	White						Negative	0.10
683	1st	Clos. Int (All)2	Int	Gym 34	Clos. Door A	Metal	Deteriorated	Blue						Negative	0.10
684	1st	Clos. Int (All)2	Int	Gym 34	Clos. Door Jamb A	Metal	Deteriorated	Blue						Negative	0.50
685	1st	Clos. Int (All)2	Int	Gym 34	OH Door Casing B	Wood	Deteriorated								

Sample #	Floor	Wall / Side	Int / Ext	Room and #	Component	Substrate	Visual Condition	Color	Friction / Impact Surface	Teeth Marks Present	Main Cause of Damage	de Minimus Level	Amount of Damage	Result	PbC <sup>mg</sup> / m <sup>2</sup>
690	1st	A	Int	Gym 34	Clos. Door Casing	Wood	Deteriorated	White						Negative	-0.10
691	1st	A	Int	Gym 34	Clos. Door Jamb	Wood	Deteriorated	White						Negative	-0.20
692	1st	Clos. Int (All)1	Int	Gym 34	Clos. Wall	Cinderblock	Deteriorated	White						Negative	0.10
693	1st	Clos. Int (All)1	Int	Gym 34	Beam	Metal	Deteriorated	Red						Negative	-0.10
694	1st	Entry	Int	Women's Locker 35	Wall	Wood	INTACT	Pink						Negative	0.10
695	1st	Entry	Int	Women's Locker 35	Wall	Cinderblock	INTACT	Pink						Positive	10.90
696	1st	Entry	Int	Women's Locker 35	Corner-Trim	Wood	INTACT	Pink						Negative	0.40
697	1st	Entry	Int	Women's Locker 35	Board	Wood	INTACT	Pink						Negative	0.00
698	1st	Entry	Int	Women's Locker 35	Door Casing	Wood	INTACT	Grey						Negative	0.00
699	1st	Entry	Int	Women's Locker 35	Door Stop	Wood	INTACT	Grey						Negative	0.00
700	1st	Entry	Int	Women's Locker 35	Door Jamb	Wood	INTACT	Grey						Negative	0.00
701	1st	Entry	Int	Women's Locker 35	Door	Wood	INTACT	Grey						Negative	-0.20
702	1st	Entry	Int	Women's Locker 35	Door Jamb	Wood	INTACT	Pink						Negative	-0.20
703	1st	Entry	Int	Women's Locker 35	Door Casing	Wood	INTACT	Pink						Negative	0.00
704	1st	A	Int	Women's Locker 35	Wall	Wood	INTACT	Pink						Negative	0.10
705	1st	A	Int	Women's Locker 35	Wall	Cinderblock	INTACT	Pink						Positive	7.10
706	1st	B	Int	Women's Locker 35	Wall	Cinderblock	INTACT	Pink						Positive	3.90
707	1st	C	Int	Women's Locker 35	Wall	Wood	INTACT	Pink						Negative	0.10
708	1st	C	Int	Women's Locker 35	Wall	Cinderblock	INTACT	Pink						Positive	3.50
709	1st	D	Int	Women's Locker 35	Wall	Cinderblock	INTACT	Pink						Positive	3.00
710	1st	D	Int	Women's Locker 35	Wall	Wood	INTACT	Pink						Negative	0.20
711	1st	Ceiling	Int	Women's Locker 35	Ceiling	Plaster	INTACT	Pink						Negative	0.20
712	1st	Ceiling	Int	Women's Locker 35	Ceiling	Plaster	INTACT	White						Negative	0.00
713	1st	D	Int	Women's Locker 35	Drain Pipe	Metal	INTACT	White						Positive	3.60
714	1st	A	Int	Women's Locker 35	Pipe	Metal	INTACT	White						Positive	5.70
715	1st	Center	Int	Women's Locker 35	Column	Brick	INTACT	Pink						Positive	8.90
716	1st	D	Int	Women's Locker 35	Board	Wood	Deteriorated	White						Negative	0.00
717	1st	Bathroom	Int	Women's Locker 35	Door Casing	Wood	Deteriorated	White						Negative	0.00
718	1st	Bathroom	Int	Women's Locker 35	Door Stop	Wood	Deteriorated	White						Negative	0.00
719	1st	Bathroom	Int	Women's Locker 35	Door Jamb	Wood	Deteriorated	White						Negative	-0.10
720	1st	Bathroom	Int	Women's Locker 35	Door	Wood	Deteriorated	Stain						Negative	-0.10
721	1st	Bathroom	Int	Women's Locker 35	Wall	Wood	Deteriorated	Pink						Negative	0.10
722	1st	Bathroom	Int	Women's Locker 35	Wall	Cinderblock	Deteriorated	Pink	No	No	Moisture	Below	< 2sf	Positive	2.00
723	1st	Bathroom	Int	Women's Locker 35	Ceiling	Wood	Deteriorated	White						Negative	0.00
724	1st	Entry	Int	Women's Locker 35	Drain Pipe	Plastic	Deteriorated	White						Negative	0.00
725	1st	A	Int	Class 102 36	Wall	Cinderblock	INTACT	Beige						Negative	-0.30
726	1st	A	Int	Class 102 36	Wall	Cinderblock	Deteriorated	Grey						Negative	-0.30
727	1st	A	Int	Class 102 36	Wall	Cinderblock	Deteriorated	Red						Negative	-0.20
728	1st	A	Int	Class 102 36	Wall	Cinderblock	Deteriorated	Yellow						Negative	-0.20
729	1st	A	Int	Class 102 36	Wall	Cinderblock	Deteriorated	Blue						Negative	0.10
730	1st	A	Int	Class 102 36	Wall	Cinderblock	Deteriorated	Black						Negative	-0.10
731	1st	A	Int	Class 102 36	Wall	Cinderblock	Deteriorated	Green						Negative	-0.30
732	1st	A	Int	Class 102 36	Wall	Cinderblock	Deteriorated	Orange						Negative	0.10
733	1st	B	Int	Class 102 36	Wall	Drywall	Deteriorated	Beige						Negative	0.10
734	1st	C	Int	Class 102 36	Wall	Drywall	Deteriorated	Beige						Negative	0.00
735	1st	C	Int	Class 102 36	Wall	Drywall	Deteriorated	Blue						Negative	0.10
736	1st	D	Int	Class 102 36	Wall	Drywall	Deteriorated	Beige						Negative	0.10
737	1st	Ceiling	Int	Class 102 36	Beam	Drywall	INTACT	Beige						Negative	0.20
738	1st	Center	Int	Class 102 36	Column	Drywall	INTACT	Blue						Negative	0.10
739	1st	All	Int	Class 102 36	Conduit	Metal	Deteriorated	Beige						Negative	0.30
740	1st	All	Int	Class 102 36	Wall Casing	Wood	INTACT	Beige						Negative	-0.10
741	1st	All	Int	Class 102 36	Pipe	Metal	Deteriorated	Beige						Negative	0.00
742	1st	All	Int	Class 102 36	Radiator	Metal	Deteriorated	Beige						Negative	0.10
743	1st	C	Int	Class 102 36	Win. Sill-Stool	Wood	Deteriorated	Orange						Negative	0.00
744	1st	C	Int	Class 102 36	Win. Header Framing	Wood	INTACT	Beige						Positive	5.40
745	1st	A	Int	Class 102 36	Door	Metal	INTACT	Grey						Negative	0.10
746	1st	A	Int	Class 102 36	Door Jamb	Metal	INTACT	Grey						Negative	0.10
747	1st	A	Int	Class 102 36	Door Casing	Metal	Deteriorated	Red						Negative	0.50
748	1st	A	Int	Class 102 36	Vent	Wood	Deteriorated	Grey	No	No	Moisture	Below	< 10%	Positive	3.90
749	1st	A	Int	Class 102 36	Vent Trim	Wood	Deteriorated	Grey	No	No	Moisture	Below	< 10%	Positive	2.00
750	1st	A	Int	Gym 37	Wall	Cinderblock	INTACT	Beige						Negative	0.30
751	1st	B	Int	Gym 37	Wall	Drywall	INTACT	Beige						Negative	0.10
752	1st	C	Int	Gym 37	Wall	Drywall	INTACT	Beige						Negative	0.00
753	1st	D	Int	Gym 37	Wall	Drywall	INTACT	Beige						Negative	0.10
754	1st	Ceiling	Int	Gym 37	Beam	Drywall	INTACT	Beige						Negative	-0.10
755	1st	Center	Int	Gym 37	Column	Drywall	INTACT	Beige						Negative	0.30
756	1st	C	Int	Gym 37	Win. Sill-Stool	Wood	INTACT	Beige						Negative	-0.10
757	1st	All	Int	Gym 37	Pipe	Wood Fiber	Deteriorated	Beige						Negative	0.10
758	1st	All	Int	Gym 37	Radiator	Metal	Deteriorated	Beige						Negative	0.00
759	1st	All	Int	Gym 37	Radiator	Metal	Deteriorated	Beige						Negative	0.10
760	1st	All	Int	Gym 37	Conduit	Metal	Deteriorated	Beige						Negative	0.30
761	1st	A	Int	Gym 37	Door	Metal	INTACT	Grey						Negative	0.00
762	1st	A	Int	Gym 37	Door Casing	Metal	Deteriorated	Beige						Negative	0.50
763	1st				Calibrate									Positive	1.00
764	1st				Calibrate									Positive	1.00
765	1st				Calibrate									Positive	1.00
766	1st	A	Int	Gym 37	Door	Metal	Deteriorated	Beige						Negative	0.10
767	1st	A	Int	Gym 37	Door Jamb	Metal	INTACT	Blue						Negative	0.10
768	1st	C	Int	Gym 37	Win. Header Framing	Wood	INTACT	Beige						Negative	-0.10
769	1st	C	Int	Gym 37	Win. Header Framing	Wood	INTACT	Beige						Negative	0.00
770	1st	A	Int	Class 105 38	Wall	Drywall	INTACT	Beige						Negative	0.00
771	1st	B	Int	Class 105 38	Wall	Drywall	INTACT	Beige						Negative	0.10
772	1st	C	Int	Class 105 38	Wall	Drywall	INTACT	Beige						Negative	0.20
773	1st	D	Int	Class 105 38	Wall	Drywall	INTACT	Beige						Negative	0.10
774	1st	B	Int	Class 105 38	Wall	Cinderblock	INTACT	Beige						Negative	-0.10
775	1st	D	Int	Class 105 38	Wall	Drywall	Deteriorated	Blue						Negative	0.20
776	1st	Ceiling	Int	Class 105 38	Beam	Drywall	INTACT	Beige						Negative	0.10
777	1st	Ceiling	Int	Class 105 38	Column	Drywall	Deteriorated	Beige						Negative	0.00
778	1st	All	Int	Class 105 38	Conduit	Metal	Deteriorated	Beige						Negative	0.30
779	1st	All	Int	Class 105 38	Pipe	Metal	Deteriorated	Beige						Negative	0.20
780	1st	All	Int	Class 105 38	Radiator	Metal	Deteriorated	Beige						Negative	0.10
781	1st	A	Int	Class 105 38	Win. Sill-Stool	Wood	INTACT	Blue						Negative	0.00
782	1st	A	Int	Class 105 38	Win. Header Framing	Wood	INTACT	Beige						Positive	6.40
783	1st	C	Int	Class 105 38	Door	Metal	INTACT	Grey						Negative	0.00
784	1st	C	Int	Class 105 38	Door Jamb	Metal	INTACT	Grey						Negative	0.10
785	1st	C	Int	Class 105 38	Door Casing	Metal	Deteriorated	Beige						Negative	0.50
786	1st	C	Int	Class 105 38	Vent Jamb	Wood	Deteriorated	Grey	No	No	Moisture	Below	< 10%	Positive	3.90
787	1st	C	Int	Class 105 38	Vent Trim	Wood	Deteriorated	Grey	No	No	Moisture	Below	< 10%	Positive	3.40
788	1st	A	Int	Class 103 39	Wall	Drywall	INTACT	Beige						Negative	0.10
789	1st	B	Int	Class 103 39	Wall	Drywall	INTACT	Beige						Negative	0.10
790	1st	C	Int	Class 103 39	Wall	Cinderblock	INTACT	Beige						Negative	-0.20
791	1st	D	Int	Class 103 39	Wall	Drywall	INTACT	Beige						Negative	0.10
792	1st	Ceiling	Int	Class 103 39	Beam	Drywall	INTACT	Beige						Negative	0.20
793	1st	Center	Int	Class 103 39	Column	Drywall	INTACT	Beige						Negative	0.10
794	1st	All	Int	Class 103 39	Conduit	Metal	Deteriorated	Beige						Negative	0.30
795	1st	All	Int	Class 103 39	Pipe	Metal	Deteriorated	Beige						Negative	0.10
796	1st	All	Int	Class 103 39	Radiator	Metal	Deteriorated	Beige						Negative	0.00
797	1st	A	Int	Class 103 39	Win. Sill-Stool	Wood	Deteriorated	Beige						Negative	-0.10
798	1st	A	Int	Class 103 39	Win. Header Framing	Wood	Deteriorated	Beige	No	No	Moisture	Below	< 10%	Positive	4.70
799	1st	A	Int	Class 103 39	Door	Metal	INTACT	Red						Negative	0.00
800	1st	A	Int	Class 103 39	Door Casing	Metal	Deteriorated	Beige						Negative	0.10
801	1st	A	Int	Class 103 39	Door Jamb Ext.	Metal	Deteriorated	Blue						Negative	0.00
802	1st	C	Int	Class 103 39	Door	Metal	INTACT	Grey						Negative	0.00
803	1st	C	Int	Class 103 39	Door Jamb	Metal	Deteriorated	Grey						Negative	0.00
804	1st	C	Int	Class 103 39	Door Casing	Metal	Deteriorated	Beige						Negative	0.50
805	1st	C	Int	Class											

Sample #	Floor	Wall / Side	Int / Ext	Room and #	Component	Substrate	Visual Condition	Color	Friction / Impact Surface	Teeth Present	Main Cause of Damage	de Minimus Level	Amount of Damage	Result	PbC <sup>mg</sup> / m <sup>2</sup>
807	1st	A	Int	Class 101 40	Wall	Drywall	INTACT	Beige						Negative	0.00
808	1st	B	Int	Class 101 40	Wall	Drywall	INTACT	Beige						Negative	0.20
809	1st	C	Int	Class 101 40	Wall	Cinderblock	INTACT	Beige						Negative	-0.20
810	1st	D	Int	Class 101 40	Wall	Drywall	INTACT	Beige						Negative	0.00
811	1st	Ceiling	Int	Class 101 40	Beam	Drywall	INTACT	Beige						Negative	0.20
812	1st	Ceiling	Int	Class 101 40	Column	Drywall	INTACT	Beige						Negative	0.20
813	1st	All	Int	Class 101 40	Conduit	Metal	Deteriorated	Beige						Negative	0.40
814	1st	All	Int	Class 101 40	Pipe	Metal	Deteriorated	Beige						Negative	0.10
815	1st	All	Int	Class 101 40	Radiator	Metal	Deteriorated	Beige						Negative	0.00
816	1st	All	Int	Class 101 40	Win. Sill-Stool	Wood	Deteriorated	Beige						Negative	-0.10
817	1st	A	Int	Class 101 40	Win. Header Framing	Wood	Deteriorated	Beige	No	No	Moisture	Below	< 10%	Positive	4.10
818	1st	A	Int	Class 101 40	Door	Metal	Deteriorated	Red						Negative	0.00
819	1st	A	Int	Class 101 40	Door Casing	Metal	Deteriorated	Beige						Negative	0.10
820	1st	A	Int	Class 101 40	Door Jamb Ext.	Metal	Deteriorated	Blue						Negative	0.20
821	1st	B	Int	Class 101 40	Door	Metal	Deteriorated	Red						Negative	-0.10
822	1st	B	Int	Class 101 40	Door Casing	Wood	Deteriorated	Grey						Negative	-0.10
823	1st	B	Int	Class 101 40	Door Jamb	Wood	Deteriorated	Grey						Negative	-0.20
824	1st	C	Int	Class 101 40	Door	Metal	INTACT	Grey						Negative	0.00
825	1st	C	Int	Class 101 40	Door Jamb	Metal	INTACT	Grey						Negative	0.10
826	1st	C	Int	Class 101 40	Door Casing	Metal	Deteriorated	Beige						Negative	0.00
827	1st	C	Int	Class 101 40	Vent Jamb	Wood	Deteriorated	Grey	No	No	Moisture	Below	< 10%	Positive	3.00
828	1st	C	Int	Class 101 40	Vent Trim	Wood	Deteriorated	Beige	No	No	Moisture	Below	< 10%	Positive	5.00
829	1st	A	Int	Office 41	Wall	Cinderblock	Deteriorated	White						Negative	0.10
830	1st	B	Int	Office 41	Wall	Cinderblock	Deteriorated	White						Negative	0.20
831	1st	B	Int	Office 41	Wall	Cinderblock	Deteriorated	White						Negative	0.50
832	1st	C	Int	Office 41	Wall	Cinderblock	Deteriorated	White						Negative	0.00
833	1st	C	Int	Office 41	Wall	Cinderblock	Deteriorated	White						Negative	0.20
834	1st	D	Int	Office 41	Wall	Cinderblock	Deteriorated	White						Negative	0.20
835	1st	D	Int	Office 41	Wall	Cinderblock	Deteriorated	White						Negative	0.10
836	1st	Ceiling	Int	Office 41	Ceiling	Wood	Deteriorated	White						Negative	0.10
837	1st	Ceiling	Int	Office 41	Beam	Wood	Deteriorated	White						Negative	0.40
838	1st	Floor	Int	Office 41	Baseboard	Wood	Deteriorated	White	Yes	No	Impact	Below	< 10%	Positive	2.50
839	1st	All	Int	Office 41	Conduit	Metal	Deteriorated	White						Negative	0.30
840	1st	A	Int	Office 41	Win. Sill-Stool	Wood	Deteriorated	White						Negative	0.00
841	1st	A	Int	Office 41	Win. Stop Int.	Wood	Deteriorated	White						Negative	-0.10
842	1st	A	Int	Office 41	Win. Jamb	Wood	Deteriorated	White						Negative	0.20
843	1st	A	Int	Office 41	Win. Frame	Wood	Deteriorated	White						Negative	0.00
844	1st	A	Int	Office 41	Win. Header	Wood	Deteriorated	White	No	No	Impact	Above	> 10%	Positive	1.20
845	1st	Ceiling	Int	Office 41	Crown Molding	Wood	Deteriorated	White						Negative	0.50
846	1st	Center	Int	Office 41	Door Casing	Wood	Deteriorated	White	Yes	No	Impact	Below	< 10%	Positive	2.80
847	1st	Center	Int	Office 41	Door Stop	Wood	Deteriorated	White	Yes	No	Impact	Below	< 10%	Positive	2.90
848	1st	Center	Int	Office 41	Door Jamb	Wood	Deteriorated	White	Yes	No	Friction	Below	< 10%	Positive	2.70
849	1st	Center	Int	Office 41	Door Casing	Wood	Deteriorated	White	Yes	No	Impact	Below	< 10%	Positive	4.10
850	1st	C	Int	Office 41	Door	Metal	INTACT	Grey						Negative	0.10
851	1st	C	Int	Office 41	Door Casing	Metal	Deteriorated	Beige						Negative	0.20
852	1st	C	Int	Office 41	Wall Casing	Wood	Deteriorated	White						Negative	-0.10
853	1st	C	Int	Office 41	Wall Casing	Wood	Deteriorated	White						Negative	-0.10
854	1st	D	Int	Office 41	Door	Wood	Deteriorated	Red						Negative	-0.10
855	1st	D	Int	Office 41	Door Casing	Wood	Deteriorated	Grey						Negative	-0.20
856	1st	D	Int	Office 41	Door Stop	Wood	Deteriorated	Grey						Negative	-0.10
857	1st	D	Int	Office 41	Door Jamb	Wood	Deteriorated	Grey						Negative	0.00
858	1st	D	Int	Office 41	Alarm Box	Metal	Deteriorated	White						Negative	0.00
859	1st	A	Int	Men's Locker 42	Wall	Cinderblock	Deteriorated	Grey						Negative	0.50
860	1st	A	Int	Men's Locker 42	Wall	Cinderblock	Deteriorated	Grey						Negative	0.10
861	1st	B	Int	Men's Locker 42	Wall	Cinderblock	Deteriorated	Grey						Negative	0.10
862	1st	B	Int	Men's Locker 42	Wall	Cinderblock	Deteriorated	Grey						Negative	0.20
863					Calibrate									Positive	1.00
864					Calibrate									Positive	1.00
865					Calibrate									Positive	1.10
866					Calibrate									Positive	1.00
867					Calibrate									Positive	1.00
868					Calibrate									Positive	1.00
869	1st	B	Int	Men's Locker 42	Wall	Drywall	Deteriorated	Grey						Negative	0.00
870	1st	B	Int	Men's Locker 42	Wall	Cinderblock	Deteriorated	Grey						Negative	-0.30
871	1st	C	Int	Men's Locker 42	Wall	Cinderblock	Deteriorated	Grey						Negative	-0.10
872	1st	C	Int	Men's Locker 42	Wall	Cinderblock	Deteriorated	Grey						Negative	0.50
873	1st	C	Int	Men's Locker 42	Wall	Cinderblock	Deteriorated	Grey						Negative	0.10
874	1st	D	Int	Men's Locker 42	Wall	Cinderblock	INTACT	Grey						Negative	0.10
875	1st	D	Int	Men's Locker 42	Wall	Cinderblock	INTACT	Grey						Negative	-0.10
876	1st	D	Int	Men's Locker 42	Wall	Cinderblock	INTACT	Grey						Negative	0.30
877	1st	Ceiling	Int	Men's Locker 42	Beam	Wood	INTACT	Grey						Negative	0.10
878	1st	C	Int	Men's Locker 42	Column	Wood	INTACT	Grey						Positive	2.90
879	1st	C	Int	Men's Locker 42	Wall	Wood	Deteriorated	Grey	No	No	Moisture	Below	< 2sf	Positive	3.00
880	1st	C	Int	Men's Locker 42	Clothes Rack	Wood	INTACT	Grey						Negative	-0.10
881	1st	C	Int	Men's Locker 42	Drain Pipe	Metal	INTACT	Grey						Negative	0.70
882	1st	C	Int	Men's Locker 42	Pipe	Metal	Deteriorated	Grey						Negative	0.50
883	1st	All	Int	Men's Locker 42	Conduit	Metal	Deteriorated	Grey						Negative	0.30
884	1st	D	Int	Men's Locker 42	Column	Wood	INTACT	Grey						Negative	-0.10
885	1st	A	Int	Men's Locker 42	Column	Wood	INTACT	Grey						Positive	3.50
886	1st	A	Int	Men's Locker 42	Column	Wood	INTACT	Grey						Positive	4.10
887	1st	Ceiling	Int	Men's Locker 42	Beam	Drywall	INTACT	Grey						Negative	0.20
888	1st	Ceiling	Int	Men's Locker 42	Beam	Wood	Deteriorated	Grey						Negative	0.20
889	1st	Ceiling	Int	Men's Locker 42	Beam	Wood	Deteriorated	Grey						Negative	0.10
890	1st	A	Int	Pro Shop 43	Wall	Plaster	Deteriorated	White						Negative	0.20
891	1st	A	Int	Pro Shop 43	Wall	Plaster	Deteriorated	Blue						Negative	0.10
892	1st	B	Int	Pro Shop 43	Wall	Plaster	Deteriorated	Blue						Negative	0.20
893	1st	C	Int	Pro Shop 43	Wall	Plaster	Deteriorated	Blue						Negative	0.10
894	1st	C	Int	Pro Shop 43	Wall	Plaster	Deteriorated	White						Negative	-0.10
895	1st	D	Int	Pro Shop 43	Wall	Plaster	Deteriorated	Blue						Negative	0.20
896	1st	Ceiling	Int	Pro Shop 43	Ceiling	Plaster	Deteriorated	Blue						Negative	0.10
897	1st	All	Int	Pro Shop 43	Column	Plaster	Deteriorated	White						Negative	0.10
898	1st	B	Int	Pro Shop 43	Win. Stop Int.	Wood	Deteriorated	Blue						Negative	0.00
899	1st	B	Int	Pro Shop 43	Win. Jamb	Wood	Deteriorated	Blue						Negative	0.00
900	1st	B	Int	Pro Shop 43	Win. Sash	Wood	Deteriorated	Blue						Negative	-0.20
901	1st	All	Int	Pro Shop 43	Wall Register	Metal	Deteriorated	White						Negative	0.10
902	1st	All	Int	Pro Shop 43	Front Desk	Wood	Deteriorated	White						Negative	-0.10
903	1st	All	Int	Pro Shop 43	Front Desk Shelf	Wood	Deteriorated	Blue						Negative	-0.10
904	1st	A	Int	Pro Shop 43	Entry Door	Wood	Deteriorated	Blue						Negative	-0.10
905	1st	A	Int	Pro Shop 43	Entry Door Jamb	Wood	Deteriorated	Blue						Negative	0.00
906	1st	A	Int	Pro Shop 43	Entry Door Jamb	Wood	Deteriorated	White						Negative	0.10
907	1st	A	Int	Pro Shop 43	Entry Door Stop	Wood	Deteriorated	White						Negative	0.00
908	1st	A	Int	Pro Shop 43	Door	Wood	Deteriorated	Blue						Negative	0.20
909	1st	A	Int	Pro Shop 43	Door Casing	Wood	Deteriorated	Blue						Negative	-0.10
910	1st	A	Int	Pro Shop 43	Door Stop	Wood	Deteriorated	Blue						Negative	-0.30
911	1st	A	Int	Pro Shop 43	Door Jamb	Wood	Deteriorated	Blue						Negative	-0.10
912	1st	Clos. Int (All)	Int	Pro Shop 43	Clos. Wall	Plaster	Deteriorated	Beige						Negative	0.10
913	1st	A	Int	Lounge 44	Wall	Plaster	Deteriorated	Pattern						Negative	0.40
914	1st	B	Int	Lounge 44	Wall	Plaster	Deteriorated	Pattern						Negative	0.10
915	1st	C	Int	Lounge 44	Wall	Cinderblock	Deteriorated	White						Negative	0.20
916	1st	D	Int	Lounge 44	Wall	Plaster	Deteriorated	Pattern						Negative	0.00
917	1st	D	Int	Lounge 44	Wall	Cinderblock	Deteriorated	White						Negative	0.00
918	1st	C	Int	Lounge 44	Door Casing	Wood	Deteriorated	Blue						Negative	-0.10
919	1st	C	Int	Lounge 44	Electrical Panel	Metal	Deteriorated	White						Negative	0.20
920	1st	C	Int	Lounge 44	Pipe	Plastic	Deteriorated	White						Negative	0.50
921	1st	Clos. Int (All)	Int	Lounge 44	Clos. Wall	Plastic	Deteriorated	White						Negative	0.10
922	1st	Clos. Int (All)	Int	Lounge 44	Clos. Wall	Cinderblock	Deteriorated	White						Negative	0.20
923	1st	Clos. Int (All)	Int	Lounge 44	Wall Register	Metal	Deteriorated	White						Negative	

Sample #	Floor	Wall / Side	Int / Ext	Room and #	Component	Substrate	Visual Condition	Color	Friction / Impact Surface	Teeth Present	Main Cause of Damage	de Minimus Level	Amount of Damage	Result	PbC <sup>mg</sup> / m <sup>2</sup>
924	1st	Clos. Int (All)	Int	Lounge 44	Clos. Door	Wood	Deteriorated	Blue						Negative	0.00
925	1st	Clos. Int (All)	Int	Lounge 44	Clos. Door Jamb	Wood	Deteriorated	Blue						Negative	-0.10
926	1st	Clos. Int (All)	Int	Lounge 44	Clos. Door Stop	Wood	Deteriorated	Blue						Negative	-0.10
927	1st	A	Int	Office 45	Wall	Plaster	Deteriorated	Pattern						Negative	0.10
928	1st	B	Int	Office 45	Wall	Plaster	Deteriorated	Pattern						Negative	0.10
929	1st	C	Int	Office 45	Wall	Plaster	Deteriorated	Pattern						Negative	0.20
930	1st	D	Int	Office 45	Wall	Plaster	Deteriorated	Pattern						Negative	0.00
931	1st	All	Int	Office 45	Door Casing	Wood	Deteriorated	Blue						Negative	0.00
932	1st	All	Int	Office 45	Door Stop	Wood	Deteriorated	Blue						Negative	0.20
933	1st	All	Int	Office 45	Door Jamb	Wood	Deteriorated	Blue						Negative	-0.10
934	1st	All	Int	Office 45	Door	Wood	Deteriorated	Blue						Negative	0.00
935	1st	A	Int	Women's Bath 46	Wall	Cinderblock	Deteriorated	Yellow						Negative	-0.20
936	1st	B	Int	Women's Bath 46	Wall	Cinderblock	Deteriorated	Yellow						Negative	0.20
937	1st	C	Int	Women's Bath 46	Wall	Plaster	Deteriorated	Yellow						Negative	0.10
938	1st	D	Int	Women's Bath 46	Wall	Plaster	Deteriorated	Yellow						Negative	0.10
939	1st	Ceiling	Int	Women's Bath 46	Crown Molding	Wood	Deteriorated	Beige						Negative	0.20
940	1st	Ceiling	Int	Women's Bath 46	Ceiling	Plaster	Deteriorated	Beige						Negative	0.10
941	1st		Int	Women's Bath 46	Door	Wood	Deteriorated	Blue						Negative	-0.20
942	1st		Int	Women's Bath 46	Door Stop	Wood	Deteriorated	Blue						Negative	-0.10
943	1st		Int	Women's Bath 46	Door Jamb	Wood	Deteriorated	Blue						Negative	-0.10
944	1st		Int	Women's Bath 46	Door Casing	Wood	Deteriorated	Blue						Negative	-0.20
945	1st	A	Int	Men's Bath 47	Wall	Plaster	Deteriorated	White						Negative	0.00
946	1st	B	Int	Men's Bath 47	Wall	Cinderblock	Deteriorated	White						Negative	0.10
947	1st	C	Int	Men's Bath 47	Wall	Plaster	Deteriorated	White						Negative	0.10
948	1st	D	Int	Men's Bath 47	Wall	Plaster	Deteriorated	White						Negative	-0.10
949	1st	All	Int	Men's Bath 47	Crown Molding	Wood	Deteriorated	White						Negative	-0.10
950	1st	All	Int	Men's Bath 47	Door Casing	Wood	Deteriorated	White						Negative	-0.10
951	1st	All	Int	Men's Bath 47	Door Jamb	Wood	Deteriorated	White						Negative	-0.20
952	1st	All	Int	Men's Bath 47	Door Casing	Wood	Deteriorated	Blue						Negative	-0.10
953	1st	A	Int	Hallway 48	Wall	Plaster	Deteriorated	Pattern						Negative	0.10
954	1st	B	Int	Hallway 48	Wall	Plaster	Deteriorated	Pattern						Negative	0.10
955	1st	C	Int	Hallway 48	Wall	Plaster	Deteriorated	Pattern						Negative	0.10
956	1st	D	Int	Hallway 48	Wall	Cinderblock	Deteriorated	Beige						Negative	0.20
957	1st	Ceiling	Int	Hallway 48	Crown Molding	Wood	Deteriorated	Beige						Negative	0.20
958	1st	Ceiling	Int	Hallway 48	Ceiling	Plaster	Deteriorated	Beige						Negative	0.10
959	1st	Ceiling	Int	Hallway 48	Attic Cover	Wood	Deteriorated	Beige						Negative	0.00
960	1st	Ceiling	Int	Hallway 48	Attic Dr. Casing	Wood	Deteriorated	Beige						Negative	0.00
961	1st		Int	Hallway 48	Door Casing	Wood	Deteriorated	Blue						Negative	0.00
962	1st		Int	Hallway 48	Door	Wood	Deteriorated	Blue						Negative	0.00
963	1st		Int	Hallway 48	Door Stop	Wood	Deteriorated	Blue						Negative	-0.10
964	1st		Int	Hallway 48	Door Jamb	Wood	Deteriorated	Blue						Negative	-0.10
965	1st	A	Int	Storage 49	Wall	Plaster	Deteriorated	White						Negative	0.00
966	1st	B	Int	Storage 49	Wall	Plaster	Deteriorated	White						Negative	0.00
967	1st	C	Int	Storage 49	Wall	Cinderblock	Deteriorated	White						Negative	0.10
968	1st	D	Int	Storage 49	Wall	Cinderblock	Deteriorated	White						Negative	0.20
969	1st	All	Int	Storage 49	Crown Molding	Wood	Deteriorated	White						Negative	0.00
970	1st		Int	Storage 49	Door Casing	Wood	Deteriorated	Blue						Negative	-0.20
971	1st		Int	Storage 49	Door Jamb	Wood	Deteriorated	Blue						Negative	-0.10
972	1st		Int	Storage 49	Door Stop	Wood	Deteriorated	Blue						Negative	-0.10
973	1st		Int	Storage 49	Door	Wood	Deteriorated	Blue						Negative	0.00
974	1st		Int	Storage 49	Door Casing	Wood	Deteriorated	Grey						Negative	-0.10
975	1st	All	Int	Storage 49	Cabinet Front	Wood	Deteriorated	White						Negative	-0.10
976	1st	All	Int	Storage 49	Cabinet Shelf	Wood	Deteriorated	White						Negative	-0.10
977	1st	All	Int	Storage 49	Cabinet Shelf Bracket	Wood	Deteriorated	White						Negative	0.10
978					Calibrate									Negative	0.80
979					Calibrate									Negative	0.90
980					Calibrate									Negative	0.90
981	Grnd	A	Int	Int. Garage 50	Wall	Cinderblock	Deteriorated	Beige						Negative	0.20
982	Grnd	B	Int	Int. Garage 50	Wall	Cinderblock	Deteriorated	Beige						Negative	0.00
983	Grnd	C	Int	Int. Garage 50	Wall	Cinderblock	Deteriorated	Beige						Negative	-0.10
984	Grnd	D	Int	Int. Garage 50	Wall	Cinderblock	Deteriorated	Beige						Negative	0.30
985	Grnd	A	Int	Int. Garage 50	Wall	Wood	Deteriorated	Beige						Negative	0.00
986	Grnd	A	Int	Int. Garage 50	Wall	Wood	Deteriorated	Beige						Negative	0.40
987	Grnd	B	Int	Int. Garage 50	Wall	Wood	Deteriorated	Beige						Negative	0.00
988	Grnd	B	Int	Int. Garage 50	Wall	Wood	Deteriorated	Beige						Negative	0.00
989	Grnd	B	Int	Int. Garage 50	Wall	Wood	Deteriorated	Beige						Negative	0.00
990	Grnd	C	Int	Int. Garage 50	Wall	Wood	Deteriorated	Beige						Negative	0.10
991	Grnd	C	Int	Int. Garage 50	Wall	Wood	Deteriorated	Beige						Negative	0.20
992	Grnd	C	Int	Int. Garage 50	Wall	Wood	Deteriorated	Beige						Negative	-0.10
993	Grnd	D	Int	Int. Garage 50	Wall	Wood	Deteriorated	Beige						Negative	0.10
994	Grnd	D	Int	Int. Garage 50	Wall	Wood	Deteriorated	Beige						Negative	0.10
995	Grnd	Ceiling	Int	Int. Garage 50	Ceiling	Wood	INTACT	Beige						Positive	1.80
996	Grnd	Center	Int	Int. Garage 50	Beam	Wood	Deteriorated	Beige	No	No	Impact	Below	< 10%	Positive	1.90
997	Grnd	Center	Int	Int. Garage 50	Column	Wood	Deteriorated	Beige	Yes	No	Impact	Below	< 10%	Positive	1.40
998	Grnd	Ceiling	Int	Int. Garage 50	Shelf Bracket	Wood	Deteriorated	Beige						Negative	0.00
999	Grnd	Ceiling	Int	Int. Garage 50	Clothes Rod	Metal	Deteriorated	Beige						Negative	0.00
1000	Grnd	All	Int	Int. Garage 50	Conduit	Metal	Deteriorated	Beige						Negative	0.50
1001	Grnd	A	Int	Int. Garage 50	Wall Casing	Wood	Deteriorated	Beige						Negative	0.10
1002	Grnd	B	Int	Int. Garage 50	Wall Casing	Wood	Deteriorated	Beige	No	No	Impact	Below	< 10%	Positive	4.40
1003	Grnd	C	Int	Int. Garage 50	Wall Casing	Wood	Deteriorated	Beige	No	No	Impact	Below	< 10%	Positive	2.60
1004	Grnd	C	Int	Int. Garage 50	Wall Casing	Wood	Deteriorated	Grey	No	No	Impact	Below	< 10%	Positive	3.10
1005	Grnd	D	Int	Int. Garage 50	Wall Casing	Wood	Deteriorated	Beige	No	No	Impact	Below	< 10%	Positive	3.80
1006	Grnd	Floor	Int	Int. Garage 50	Baseboard	Wood	Deteriorated	Beige	Yes	No	Impact	Above	> 10%	Positive	2.20
1007	Grnd	Floor	Int	Int. Garage 50	Shoe Mold	Wood	Deteriorated	Beige						Negative	0.30
1008	Grnd	B	Int	Int. Garage 50	Win. Frame	Wood	Deteriorated	Beige						Negative	0.40
1009	Grnd	B	Int	Int. Garage 50	Win. Sill-Stool	Wood	Deteriorated	Beige	Yes	No	Impact	Above	> 10%	Positive	2.60
1010	Grnd	B	Int	Int. Garage 50	Win. Stop Int.	Wood	Deteriorated	Beige						Negative	0.80
1011	Grnd	B	Int	Int. Garage 50	Win. Apron	Wood Fiber	Deteriorated	Beige						Negative	0.00
1012	Grnd	B	Int	Int. Garage 50	Win. Blocking	Wood Fiber	Deteriorated	Beige						Negative	0.10
1013	Grnd	B	Int	Int. Garage 50	Win. Jamb	Wood	Deteriorated	Beige	Yes	No	Friction	Above	> 10%	Positive	6.30
1014	Grnd	B	Int	Int. Garage 50	Win. Sash Int.	Glass	Deteriorated	Beige						Negative	0.00
1015	Grnd	B	Int	Int. Garage 50	Door	Metal	Deteriorated	Grey						Negative	0.10
1016	Grnd	B	Int	Int. Garage 50	Door Casing	Metal	Deteriorated	Grey						Negative	0.00
1017	Grnd	B	Int	Int. Garage 50	Door Jamb Ext.	Metal	Deteriorated	Blue						Negative	0.10
1018	Grnd	B	Int	Int. Garage 50	Door Jamb	Wood	Deteriorated	Beige	Yes	No	Friction	Above	> 10%	Positive	5.60
1019	Grnd	B	Int	Int. Garage 50	OH Door Jamb	Wood	Deteriorated	Beige	Yes	No	Friction	Above	> 10%	Positive	4.30
1020	Grnd	A	Int	Int. Garage 50	Wall Register	Metal	Deteriorated	Beige						Negative	0.50
1021	Grnd	A	Int	Int. Garage 50	Wall Register	Metal	Deteriorated	Beige						Negative	0.60
1022	Grnd	C	Int	Int. Garage 50	Door	Wood	Deteriorated	Beige						Negative	0.10
1023	Grnd	C	Int	Int. Garage 50	Door Casing	Wood	Deteriorated	Beige						Negative	-0.20
1024	Grnd	Clos. Int (All)	Int	Int. Garage 50	Clos. Wall	Cinderblock	Deteriorated	Beige						Negative	-0.30
1025	Grnd	Clos. Int (All)	Int	Int. Garage 50	Clos. Wall	Cinderblock	Deteriorated	Green						Negative	-0.20
1026	Grnd	A	Int	Int. Garage 51	Wall	Cinderblock	Deteriorated	Beige						Negative	0.00
1027	Grnd	B	Int	Int. Garage 51	Wall	Cinderblock	Deteriorated	Beige						Negative	0.20
1028	Grnd	B	Int	Int. Garage 51	Wall	Cinderblock	Deteriorated	Beige						Negative	0.00
1029	Grnd	C	Int	Int. Garage 51	Wall	Cinderblock	Deteriorated	Beige						Negative	0.10
1030	Grnd	C	Int	Int. Garage 51	Wall	Cinderblock	Deteriorated	Beige						Negative	0.00
1031	Grnd	D	Int	Int. Garage 51	Wall	Cinderblock	Deteriorated	Beige						Negative	0.10
1032	Grnd	D	Int	Int. Garage 51	Wall	Cinderblock	Deteriorated	Beige						Negative	0.80
1033	Grnd	Ceiling	Int	Int. Garage 51	Ceiling	Wood	INTACT	Beige						Positive	2.00
1034	Grnd	Center	Int	Int. Garage 51	Column	Wood	Deteriorated	Beige	Yes	No	Impact	Above	> 10%	Positive	2.80
1035	Grnd	Center	Int	Int. Garage 51	Beam	Wood	Deteriorated	Beige	No	No	Impact	Below	< 10%	Positive	2.30
1036	Grnd	Floor	Int	Int. Garage 51	Baseboard	Wood	Deteriorated	Grey	Yes	No	Impact	Above	> 10%	Positive	3.10
1037	Grnd	Floor	Int	Int. Garage 51	Shoe Mold	Wood	Deteriorated	Grey						Negative	0.10
1038	Grnd	Ceiling	Int	Int. Garage 51	Pipe	Metal	Deteriorated	Beige							

Sample #	Floor	Wall / Side	Int / Ext	Room and #	Component	Substrate	Visual Condition	Color	Friction / Impact Surface	Teeth Marks Present	Main Cause of Damage	de Minimus Level	Amount of Damage	Result	PbC <sup>mg</sup> / m <sup>2</sup>
1041	Grnd	D	Int	Int. Garage 51	Vent Casing	Wood	Deteriorated	Beige	No	No	Moisture	Above	> 10%	Positive	3.70
1042	Grnd	B	Int	Int. Garage 51	Win. Sill-Stool	Wood	Deteriorated	Beige	Yes	No	Impact	Above	> 10%	Positive	2.60
1043	Grnd	B	Int	Int. Garage 51	Win. Stop Int.	Wood	Deteriorated	Beige	Yes	No	Impact	Above	> 10%	Positive	4.80
1044	Grnd	B	Int	Int. Garage 51	Win. Apron	Wood Fiber	Deteriorated	Beige						Negative	0.90
1045	Grnd	B	Int	Int. Garage 51	Win. Blocking	Wood Fiber	Deteriorated	Beige						Negative	0.60
1046	Grnd	B	Int	Int. Garage 51	Win. Casing	Wood	Deteriorated	Beige	Yes	No	Impact	Above	> 10%	Positive	3.40
1047	Grnd	B	Int	Int. Garage 51	Win. Jamb	Wood	Deteriorated	Beige	Yes	No	Friction	Above	> 10%	Positive	5.20
1048	Grnd	B	Int	Int. Garage 51	Win. Frame	Wood	Deteriorated	Beige	Yes	No	Friction	Above	> 10%	Positive	4.60
1049	Grnd	B1	Int	Int. Garage 51	Door	Metal	Deteriorated	Grey						Negative	0.10
1050	Grnd	B1	Int	Int. Garage 51	Door Casing	Metal	Deteriorated	Beige						Negative	0.10
1051	Grnd	B1	Int	Int. Garage 51	Door Jamb Ext.	Metal	Deteriorated	Blue						Negative	0.10
1052	Grnd	B1	Int	Int. Garage 51	Door Jamb	Wood	Deteriorated	Beige	Yes	No	Friction	Above	> 10%	Positive	3.30
1053	Grnd	B1	Int	Int. Garage 51	OH Door Jamb	Wood	Deteriorated	Beige	Yes	No	Friction	Above	> 10%	Positive	5.60
1054	Grnd	B2	Int	Int. Garage 51	OH Door Jamb	Wood	Deteriorated	Beige	Yes	No	Friction	Above	> 10%	Positive	6.10
1055	Grnd	B2	Int	Int. Garage 51	Door Blocked	Wood	Deteriorated	Yellow						Negative	0.40
1056	Grnd	B2	Int	Int. Garage 51	Door Casing	Wood	Deteriorated	Grey	Yes	No	Impact	Above	> 10%	Positive	3.20
1057	Grnd	B2	Int	Int. Garage 51	Door Stop	Wood	Deteriorated	Grey						Negative	0.10
1058	Grnd	B2	Int	Int. Garage 51	Door Jamb Int.	Wood	Deteriorated	Grey	Yes	No	Friction	Above	> 10%	Positive	5.40
1059	Grnd	B2	Int	Int. Garage 51	Door Jamb	Wood	Deteriorated	Grey	Yes	No	Friction	Above	> 10%	Positive	4.20
1060	Grnd	B2	Int	Int. Garage 51	Transom	Wood	Deteriorated	Beige	No	No	Moisture	Above	> 10%	Positive	6.00
1061	Grnd	D1	Int	Int. Garage 51	Door Casing	Wood	Deteriorated	Grey	Yes	No	Impact	Above	> 10%	Positive	4.30
1062	Grnd	D1	Int	Int. Garage 51	Transom	Wood	Deteriorated	Grey	No	No	Moisture	Above	> 10%	Positive	3.80
1063	Grnd	D2	Int	Int. Garage 51	Door Blocked	Wood	Deteriorated	Beige	No	No	Moisture	Above	> 10%	Positive	1.60
1064	Grnd	D2	Int	Int. Garage 51	Door Casing	Wood	Deteriorated	Grey	Yes	No	Impact	Above	> 10%	Positive	5.40
1065	Grnd	B	Int	Int. Garage 51	Cabinet Shelf	Wood	Deteriorated	Beige	Yes	No	Impact	Above	> 10%	Positive	2.80
1066	Grnd	B	Int	Int. Garage 51	Cabinet Trim	Wood	Deteriorated	Beige	Yes	No	Impact	Above	> 10%	Positive	3.70
1067	Ext	A	Ext	Exterior House 52	Door	Metal	Deteriorated	Blue						Negative	0.10
1068	Ext	A	Ext	Exterior House 52	Door Casing	Metal	Deteriorated	Blue						Negative	0.10
1069	Ext	A	Ext	Exterior House 52	Wall	Wood	Deteriorated	Beige						Negative	-0.10
1070	Ext	A	Ext	Exterior House 52	Win. Casing	Wood	Deteriorated	Beige						Negative	0.00
1071	Ext	A	Ext	Exterior House 52	Win. Sill-Stool	Wood	Deteriorated	Beige						Negative	0.00
1072	Ext	A	Ext	Exterior House 52	Win. Sill-Stool	Metal	Deteriorated	Beige						Negative	-0.10
1073	Ext	A1	Ext	Exterior House 52	Door Pro Shop	Metal	Deteriorated	Grey						Negative	0.00
1074	Ext	A1	Ext	Exterior House 52	Door Casing	Wood	Deteriorated	Grey						Negative	-0.10
1075	Ext	A1	Ext	Exterior House 52	Door Jamb	Wood	Deteriorated	Grey						Negative	-0.20
1076	Ext	A2	Ext	Exterior House 52	Door	Metal	Deteriorated	Blue						Negative	0.10
1077	Ext	A2	Ext	Exterior House 52	Door Casing	Metal	Deteriorated	Blue						Negative	0.10
1078	Ext	A1	Ext	Exterior House 52	Porch Ceiling	Wood	Deteriorated	Beige						Negative	0.00
1079	Ext	A1	Ext	Exterior House 52	Porch Wall Int.	Wood	Deteriorated	Beige						Negative	-0.10
1080	Ext	A1	Ext	Exterior House 52	Porch Wall Int.	Wood	Deteriorated	Grey						Negative	0.00
1081	Ext	A1	Ext	Exterior House 52	Porch Wall Int.	Cinderblock	Deteriorated	Grey						Negative	-0.10
1082	Ext	A1	Ext	Exterior House 52	Porch Wall Int.	Cinderblock	Deteriorated	Beige						Negative	-0.10
1083	Ext	A	Ext	Exterior House 52	Fence	Wood	Deteriorated	Beige						Negative	0.10
1084	Ext	B	Ext	Exterior House 52	Wall	Wood	Deteriorated	Beige						Negative	-0.10
1085	Ext	B	Ext	Exterior House 52	Wall	Cinderblock	Deteriorated	Beige						Negative	0.00
1086	Ext	B	Ext	Exterior House 52	Wall	Cinderblock	Deteriorated	Grey						Negative	-0.10
1087	Ext	B	Ext	Exterior House 52	Fascia	Wood	Deteriorated	Beige						Negative	0.00
1088	Ext	B	Ext	Exterior House 52	Soffit	Wood	Deteriorated	Beige						Negative	0.20
1089	Ext	B	Ext	Exterior House 52	Win. Casing	Wood	Deteriorated	Beige						Negative	-0.10
1090	Ext	B	Ext	Exterior House 52	Win. Sill-Stool	Wood	Deteriorated	Beige						Negative	0.00
1091	Ext	B	Ext	Exterior House 52	Win. Sill-Stool	Metal	Deteriorated	Beige						Negative	0.00
1092	Ext	B	Ext	Exterior House 52	Door	Metal	Deteriorated	Blue						Negative	0.10
1093	Ext	B	Ext	Exterior House 52	Door Casing	Metal	Deteriorated	Blue						Negative	0.10
1094	Ext	B	Ext	Exterior House 52	OH Door	Metal	Deteriorated	Blue						Negative	0.10
1095	Ext	B	Ext	Exterior House 52	OH Door Stop	Wood	Deteriorated	Beige						Negative	-0.20
1096	Ext	B	Ext	Exterior House 52	OH Door Stop	Wood	Deteriorated	Grey						Negative	-0.10
1097	Ext	B	Ext	Exterior House 52	OH Door Jamb	Wood	Deteriorated	Grey						Negative	-0.10
1098	Ext	B	Ext	Exterior House 52	OH Door Jamb	Wood	Deteriorated	White						Negative	-0.10
1099	Ext	B	Ext	Exterior House 52	Door	Metal	Deteriorated	Blue						Negative	0.10
1100	Ext	B	Ext	Exterior House 52	Door Casing	Metal	Deteriorated	Blue						Negative	0.00
1101	Ext	B	Ext	Exterior House 52	Attic Vent	Wood	Deteriorated	Beige						Negative	-0.20
1102	Ext	B	Ext	Exterior House 52	Attic Vent	Wood	Deteriorated	Beige						Negative	0.00
1103	Ext	C	Ext	Exterior House 52	Wall	Cinderblock	Deteriorated	White						Negative	0.10
1104	Ext	C	Ext	Exterior House 52	Wall	Cinderblock	Deteriorated	Grey						Negative	0.20
1105	Ext	C	Ext	Exterior House 52	Wall Casing	Wood	Deteriorated	Beige						Negative	-0.30
1106	Ext	C	Ext	Exterior House 52	Conduit	Metal	Deteriorated	Beige						Negative	0.50
1107	Ext	C	Ext	Exterior House 52	Win. Bars	Metal	Deteriorated	Beige						Negative	0.20
1108	Ext	C	Ext	Exterior House 52	Service Door Blocked	Wood	Deteriorated	Blue						Negative	-0.10
1109	Ext	C	Ext	Exterior House 52	Service Door Jamb	Wood	Deteriorated	Blue						Negative	-0.10
1110	Ext	C	Ext	Exterior House 52	Electrical Panel	Metal	Deteriorated	Grey						Negative	0.10
1111	Ext	C	Ext	Exterior House 52	Conduit	Metal	Deteriorated	Grey						Negative	0.40
1112	Ext	D	Ext	Exterior House 52	Wall	Cinderblock	Deteriorated	Beige						Negative	-0.20
1113	Ext	D	Ext	Exterior House 52	Wall	Cinderblock	Deteriorated	Grey						Negative	0.30
1114	Ext	D	Ext	Exterior House 52	Door	Metal	Deteriorated	Blue						Negative	0.10
1115	Ext	D	Ext	Exterior House 52	Door Casing	Metal	Deteriorated	Blue						Negative	0.10
1116	Ext	D	Ext	Exterior House 52	Porch Ceiling	Wood	Deteriorated	White						Negative	-0.20
1117	Ext	D	Ext	Exterior House 52	Porch Wall Int.	Wood	Deteriorated	White						Negative	-0.10
1118	Ext	D	Ext	Exterior House 52	Porch Wall Int.	Wood	Deteriorated	Grey						Negative	-0.20
1119	Ext	D	Ext	Exterior House 52	Porch Wall Int.	Cinderblock	Deteriorated	Grey						Negative	0.00
1120	Ext	D	Ext	Exterior House 52	Porch Wall Int.	Cinderblock	Deteriorated	Beige						Negative	0.00
1121	Ext	D2	Ext	Exterior House 52	Door	Metal	Deteriorated	Blue						Negative	0.10
1122	Ext	D2	Ext	Exterior House 52	Door Casing	Metal	Deteriorated	Grey						Negative	0.10
1123	Ext	D3	Ext	Exterior House 52	Door	Metal	Deteriorated	Grey						Negative	0.10
1124	Ext	D3	Ext	Exterior House 52	Door Casing	Wood	Deteriorated	White						Negative	-0.10
1125	Ext	D	Ext	Exterior House 52	OH Door Jamb	Wood	Deteriorated	Grey						Negative	0.10
1126	Ext	D	Ext	Exterior House 52	OH Door Jamb	Wood	Deteriorated	Beige						Negative	0.00
1127	Ext	D	Ext	Exterior House 52	OH Door Stop	Wood	Deteriorated	Beige						Negative	0.00
1128	Ext	D	Ext	Exterior House 52	OH Door Stop	Wood	Deteriorated	Grey						Negative	-0.10
1129	Ext	D	Ext	Exterior House 52	OH Door	Metal	Deteriorated	Blue						Negative	0.10
1130	Ext	D	Ext	Exterior House 52	Fire Ext. Box	Metal	Deteriorated	Grey						Negative	0.00
1131	Ext	A	Ext	Grounds 53	Post	Metal	Deteriorated	Blue						Negative	0.10
1132	Ext	A	Ext	Grounds 53	Bike Rack	Metal	Deteriorated	Blue						Negative	0.00
1133	Ext	A	Ext	Grounds 53	Garbage Can	Metal	Deteriorated	Yellow						Negative	0.00
1134					Calibrate									Negative	0.80
1135					Calibrate									Positive	1.00
1136					Calibrate									Negative	0.90
1137	Ext	A	Ext	Grounds 53	Planter	Plastic	INTACT	Blue						Negative	0.00
1138	Ext	A	Ext	Grounds 53	Address Sign	Wood	Deteriorated	Stain						Negative	0.00
1139	Ext	B	Ext	Grounds 53	Post	Metal	Deteriorated	Blue						Negative	0.20
1140	Ext	B	Ext	Grounds 53	Fence	Metal	Deteriorated	Black						Negative	0.20
1141	Ext	B	Ext	Grounds 53	Fence	Metal	Deteriorated	Black						Negative	0.10
1142	Ext	B	Ext	Grounds 53	Bench	Wood	Deteriorated	Brown						Negative	0.10
1143	Ext	C	Ext	Grounds 53	Fence	Metal	Deteriorated	Black						Negative	0.10
1144	Ext	C	Ext	Grounds 53	Post	Metal	Deteriorated	Yellow						Negative	0.10
1145	Ext	C	Ext	Grounds 53	Post	Metal	Deteriorated	Yellow						Negative	0.10
1146	Ext	D	Ext	Grounds 53	Fence	Metal	Deteriorated	Yellow						Negative	0.40
1147	Ext	D	Ext	Grounds 53	Post	Metal	Deteriorated	Blue						Negative	0.20
1148					Calibrate									Positive	1.00
1149					Calibrate									Positive	1.00
1150					Calibrate									Positive	1.10
1st	Ceiling		Int	Gym 34	Ceiling	Drywall	Deteriorated	White	No	No	Moisture	Below	< 2sf	Positive	Assumed Positive
1st	Ceiling		Int	Gym 34	Beams	Wood	Deteriorated	Beige	No	No	Moisture	Below	< 10%	Positive	Assumed Positive



Appendix B - Positive XRF Reading Results

Client														Tetra-Tech	
Survey Location:														2025 E. Clark, Ypsilanti Twp., MI 48198	
Survey Date:														6/25/2019, 6/26/2019	
Inspectors:														Rick Bremer, Yi Chien Tung	
License #														P-01082, P-08180	
Job#														222873	
Sample #	Floor	Wall / Side	Int / Ext	Room and #	Component	Substrate	Visual Condition	Color	Friction / Impact Surface	Teeth Marks Present	Main Cause of Damage	de Minimus Level	Amount of Damage	Result	Pbc mg / cm <sup>2</sup>
17	1st	All	Int	Hallway 2	Corner-Trim	Wood	INTACT	Grey						Positive	2
197	1st	C	Int	Men's Bath 12	Door Casing	Wood	Deteriorated	Grey	Yes	No	Impact	Below	< 10%	Positive	2.3
198	1st	C	Int	Men's Bath 12	Door Jamb	Wood	Deteriorated	Grey	Yes	No	Friction	Below	< 10%	Positive	3
199	1st	C	Int	Men's Bath 12	Door Stop	Wood	Deteriorated	Grey	Yes	No	Impact	Below	< 10%	Positive	2.8
210	1st	All	Int	Women's Bath 13	Door Stop	Wood	INTACT	Grey						Positive	2.6
211	1st	All	Int	Women's Bath 13	Door Jamb	Wood	INTACT	Grey						Positive	2.4
229	1st	A	Int	Hallway 15	Corner-Trim	Wood	INTACT	Green						Positive	2.2
240	1st	B3	Int	Hallway 15	Door Casing	Wood	INTACT	Grey						Positive	3.4
241	1st	B3	Int	Hallway 15	Door Stop	Wood	INTACT	Grey						Positive	1.8
242	1st	B3	Int	Hallway 15	Door Jamb	Wood	INTACT	Grey						Positive	1.5
247	1st	B5	Int	Hallway 15	Door Casing	Wood	INTACT	Grey						Positive	1.7
248	1st	B5	Int	Hallway 15	Door Jamb	Wood	INTACT	Grey						Positive	2.6
249	1st	B5	Int	Hallway 15	Door Stop	Wood	INTACT	White						Positive	2.4
250	1st	B5	Int	Hallway 15	Door Jamb	Wood	INTACT	White						Positive	2.5
251	1st	B6	Int	Hallway 15	Door Casing	Wood	Deteriorated	Grey	Yes	No	Impact	Below	< 10%	Positive	2.4
252	1st	B6	Int	Hallway 15	Door Stop	Wood	Deteriorated	Grey	Yes	No	Impact	Below	< 10%	Positive	2
253	1st	B6	Int	Hallway 15	Door Jamb	Wood	Deteriorated	Grey	Yes	No	Friction	Below	< 10%	Positive	1.5
254	1st	B6	Int	Hallway 15	Door Jamb	Wood	Deteriorated	White	Yes	No	Friction	Below	< 10%	Positive	3.7
255	1st	B6	Int	Hallway 15	Door Jamb	Wood	INTACT	Grey						Positive	2.2
268	1st	D1	Int	Hallway 15	Exit Door Casing	Wood	INTACT	Green						Positive	3.3
311	1st	Closet Int (All)3	Int	Hallway 15	Clos. Shelf	Wood	Deteriorated	White	Yes	No	Impact	Below	< 10%	Positive	1.6
312	1st	Closet Int (All)3	Int	Hallway 15	Shelf Bracket	Wood	Deteriorated	White	No	No	Impact	Below	< 10%	Positive	1.4
313	1st	Closet Int (All)3	Int	Hallway 15	Clos. Door	Wood	Deteriorated	Brown	Yes	No	Impact	Below	< 10%	Positive	1.9
314	1st	Closet Int (All)3	Int	Hallway 15	Clos. Door Jamb	Wood	Deteriorated	White	Yes	No	Friction	Below	< 10%	Positive	3
315	1st	Closet Int (All)3	Int	Hallway 15	Clos. Door Stop	Wood	Deteriorated	White	Yes	No	Impact	Below	< 10%	Positive	2.1
316	1st	Closet Int (All)3	Int	Hallway 15	Clos. Door Casing	Wood	Deteriorated	White	Yes	No	Impact	Below	< 10%	Positive	2.5
318	1st	Closet Int (All)3	Int	Hallway 15	Clos. Coat Rack	Wood	Deteriorated	White	Yes	No	Impact	Below	< 10%	Positive	1.7
319	1st	Closet Int (All)3	Int	Hallway 15	Pipe	Metal	Deteriorated	White	No	No	Impact	Below	< 10%	Positive	1
324	1st	Closet Int (All)4	Int	Hallway 15	Clos. Shelf	Wood	Deteriorated	White	Yes	No	Impact	Below	< 10%	Positive	1
325	1st	Closet Int (All)4	Int	Hallway 15	Shelf Bracket	Wood	Deteriorated	White	No	No	Impact	Below	< 10%	Positive	1.2
326	1st	Closet Int (All)4	Int	Hallway 15	Clos. Door	Wood	Deteriorated	Yellow	Yes	No	Impact	Below	< 10%	Positive	1.7
327	1st	Closet Int (All)4	Int	Hallway 15	Clos. Door Jamb	Wood	INTACT	Grey						Positive	3.6
328	1st	Closet Int (All)4	Int	Hallway 15	Clos. Door Stop	Wood	INTACT	Grey						Positive	2.9
329	1st	Closet Int (All)4	Int	Hallway 15	Clos. Door Jamb	Wood	Deteriorated	White	Yes	No	Friction	Below	< 10%	Positive	2.6
330	1st	Closet Int (All)4	Int	Hallway 15	Clos. Door Casing	Wood	Deteriorated	White	Yes	No	Impact	Below	< 10%	Positive	2.5
355	1st	D	Int	Utility Room 16	Baluster	Wood	Deteriorated	White	No	No	Impact	Below	< 10%	Positive	3.5
358	1st	D	Int	Utility Room 16	Door Jamb	Wood	Deteriorated	Brown	Yes	No	Friction	Below	< 10%	Positive	1.1
389	1st	Ceiling	Int	Storage Room 19	Lower Beam	Wood	Deteriorated	White	No	No	Moisture	Below	< 10%	Positive	1.6
390	1st	Ceiling	Int	Storage Room 19	Ceiling Beam	Wood	Deteriorated	White	No	No	Moisture	Below	< 10%	Positive	1.6
391	1st	Ceiling	Int	Storage Room 19	Ceiling	Wood-Paneling	Deteriorated	White	No	No	Moisture	Below	< 2sf	Positive	1.3
392	1st	Ceiling	Int	Storage Room 19	Beam	Wood	Deteriorated	Brown	No	No	Impact	Below	< 10%	Positive	1.7
398	1st	All	Int	Storage Room 19	Baseboard	Wood	Deteriorated	Brown	Yes	No	Impact	Below	< 10%	Positive	1.6
402	1st	B	Int	Storage Room 19	Ceiling Support 2"x4"	Wood	Deteriorated	White	No	No	Moisture	Below	< 10%	Positive	5.3
403	1st	A	Int	Storage Room 19	Column	Wood	Deteriorated	Brown	Yes	No	Impact	Below	< 10%	Positive	1.6
411	Gmd	C	Int	Int. Garage 20	Wall	Cinderblock	Deteriorated	Beige	No	No	Moisture	Below	< 2sf	Positive	1.1
414	Gmd	C	Int	Int. Garage 20	Win. Casing	Wood	INTACT	Beige						Positive	2.6
415	Gmd	C	Int	Int. Garage 20	Win. Sill-Stool	Wood	INTACT	Beige						Positive	2.8
419	Gmd	D1	Int	Int. Garage 20	Door Casing	Wood	INTACT	Beige						Positive	3.7
420	Gmd	D1	Int	Int. Garage 20	Door Stop	Wood	INTACT	Beige						Positive	7.9
421	Gmd	D1	Int	Int. Garage 20	Door Jamb	Wood	Deteriorated	Beige	Yes	No	Friction	Below	< 10%	Positive	3.2
428	Gmd	D2	Int	Int. Garage 20	Door	Wood	Deteriorated	Beige	Yes	No	Friction	Below	< 10%	Positive	3.5
430	Gmd	D2	Int	Int. Garage 20	Door Stop	Wood	Deteriorated	Beige	Yes	No	Impact	Below	< 10%	Positive	1.1
431	Gmd	D2	Int	Int. Garage 20	Door Jamb	Wood	Deteriorated	Beige	Yes	No	Friction	Above	> 10%	Positive	1.3
434	Gmd	D1	Int	Int. Garage 20	OH Door Jamb	Wood	Deteriorated	Beige	No	No	Friction	Above	> 10%	Positive	5.5
435	Gmd	D2	Int	Int. Garage 20	OH Door Jamb	Wood	Deteriorated	Beige	No	No	Friction	Above	> 10%	Positive	2
436	Gmd	D2	Int	Int. Garage 20	OH Door Jamb	Wood	Deteriorated	Beige	No	No	Friction	Above	> 10%	Positive	4.3
437	Gmd	D4	Int	Int. Garage 20	OH Door Jamb	Wood	Deteriorated	Beige	No	No	Friction	Above	> 10%	Positive	10.8
438	Gmd	Center	Int	Int. Garage 20	Column	Wood	Deteriorated	Red	Yes	No	Impact	Above	> 10%	Positive	2.3
439	Gmd	Center	Int	Int. Garage 20	Column	Wood	Deteriorated	Purple	Yes	No	Impact	Above	> 10%	Positive	1.9
445	Gmd	B1	Int	Int. Garage 20	Door Casing	Wood	INTACT	Blue						Positive	5.3
446	Gmd	B1	Int	Int. Garage 20	Door Stop	Wood	Deteriorated	Blue	Yes	No	Impact	Below	< 10%	Positive	4.2
447	Gmd	B1	Int	Int. Garage 20	Door Jamb	Wood	Deteriorated	Blue	Yes	No	Friction	Above	> 10%	Positive	5.3
449	Gmd	B1	Int	Int. Garage 20	Door Header	Wood	INTACT	Blue						Positive	3.5
451	Gmd	B2	Int	Int. Garage 20	Door Casing	Wood	INTACT	Blue						Positive	4.6
452	Gmd	B2	Int	Int. Garage 20	Door Stop	Wood	Deteriorated	Blue	Yes	No	Impact	Below	< 10%	Positive	4.3
453	Gmd	B2	Int	Int. Garage 20	Door Jamb	Wood	Deteriorated	Blue	Yes	No	Friction	Below	< 10%	Positive	5.7
460	Gmd	Clos. Int (All)1	Int	Int. Garage 20	Clos. Door Jamb	Wood	Deteriorated	Grey	Yes	No	Friction	Above	> 10%	Positive	5.9
461	Gmd	Clos. Int (All)1	Int	Int. Garage 20	Clos. Door Stop	Wood	Deteriorated	Grey	Yes	No	Impact	Above	> 10%	Positive	4.8
463	Gmd	Clos. Int (All)1	Int	Int. Garage 20	Clos. Door Casing	Wood	Deteriorated	Grey	Yes	No	Impact	Above	> 10%	Positive	5.5
465	Gmd	Clos. Int (All)2	Int	Int. Garage 20	Clos. Door Jamb	Wood	Deteriorated	Grey	Yes	No	Friction	Above	> 10%	Positive	3.3
466	Gmd	Clos. Int (All)2	Int	Int. Garage 20	Clos. Door Stop	Wood	Deteriorated	Grey	Yes	No	Impact	Above	> 10%	Positive	5.5
467	Gmd	Clos. Int (All)2	Int	Int. Garage 20	Clos. Door Casing	Wood	Deteriorated	Grey	Yes	No	Impact	Above	> 10%	Positive	5.5
469	Gmd	Clos. Int (All)3	Int	Int. Garage 20	Clos. Door Jamb	Wood	Deteriorated	Grey	Yes	No	Friction	Above	> 10%	Positive	3.3
470	Gmd	Clos. Int (All)3	Int	Int. Garage 20	Clos. Door Casing	Wood	Deteriorated	Blue	Yes	No	Impact	Above	> 10%	Positive	5.9
474	Gmd	Clos. Int (All)4	Int	Int. Garage 20	Clos. Door Jamb	Wood	Deteriorated	Beige	Yes	No	Impact	Above	> 10%	Positive	3.3
475	Gmd	Clos. Int (All)4	Int	Int. Garage 20	Clos. Door Casing	Wood	Deteriorated	Beige	Yes	No	Impact	Above	> 10%	Positive	4.8
594	1st	All	Int	Hallway 33	Wall Casing	Wood	INTACT	Blue						Positive	2.8
595	1st	All	Int	Hallway 33	Wall Casing	Wood	INTACT	Blue						Positive	3.4
598	1st	All	Int	Hallway 33	Vent Trim	Wood	INTACT	Blue						Positive	1.9
604	1st	A1	Int	Hallway 33	Door Stop	Wood	Deteriorated	Beige	Yes	No	Impact	Above	> 10%	Positive	3
606	1st	A2	Int	Hallway 33	Door Casing	Wood	INTACT	Grey						Positive	2.5
607	1st	A2	Int	Hallway 33	Door Stop	Wood	Deteriorated	Beige	Yes	No	Impact	Below	< 10%	Positive	2.8
608	1st	A2	Int	Hallway 33	Door Jamb	Wood	Deteriorated	Beige	Yes	No	Friction	Below	< 10%	Positive	4.2
610	1st	A3	Int	Hallway 33	Door Casing	Wood	INTACT	Grey						Positive	3.5
626	1st	Clos. Int (All)1	Int	Hallway 33	Clos. Wall	Cinderblock	Deteriorated	Yellow	No	No	Impact	Below	< 10%	Positive	6.5
631	1st	Clos. Int (All)2	Int	Hallway 33	Shelf Bracket	Wood	Deteriorated	Green	No	No	Impact	Below	< 10%	Positive	6.2
632	1st	Clos. Int (All)2	Int	Hallway 33	Clos. Baseboard	Wood	Deteriorated	Green	Yes	No	Impact	Below	< 10%	Positive	2.2
634	1st	Clos. Int (All)2	Int	Hallway 33	Clos. Door Jamb	Wood	Deteriorated	Black	Yes	No	Friction	Above	> 10%	Positive	4.4
635	1st	Clos. Int (All)2	Int	Hallway 33	Clos. Door Casing	Wood	Deteriorated	Black	Yes	No	Impact	Above	> 10%	Positive	2.1
642	1st	Clos. Int (All)3	Int	Hallway 33	Clos. Door Jamb	Wood	Deteriorated	White	Yes	No	Friction	Above	> 10%	Positive	2.5
643	1st	Clos. Int (All)3	Int	Hallway 33	Clos. Door Casing	Wood	Deteriorated	White	Yes	No	Impact	Above	> 10%	Positive	2.8
644	1st	Clos. Int (All)3	Int	Hallway 33	Drain Pipe	Metal	Deteriorated	White	No	No	Impact	Above	> 10%	Positive	1
647	1st	Clos. Int (All)4	Int	Hallway 33	Clos. Shelf	Wood	Deteriorated	White	Yes	No	Impact	Above	> 10%	Positive	1
648	1st	Clos. Int (All)4	Int	Hallway 33	Shelf Bracket	Wood	Deteriorated	White	No	No	Impact	Above	> 10%	Positive	3.1
649	1st	Clos. Int (All)4	Int	Hallway 33	Duct	Metal	Deteriorated	White	No	No	Heat	Above	> 10%	Positive	4.3
650	1st	Clos. Int (All)4	Int	Hallway 33	Shelf Bracket	Wood	Deteriorated	White	No	No	Impact	Above	> 10%	Positive	1.3
652	1st	Clos. Int (All)4	Int	Hallway 33	Clos. Door Jamb	Wood	Deteriorated	Beige	Yes	No	Friction	Above	> 10%	Positive	2.2
653	1st	Clos. Int (All)4	Int	Hallway 33	Clos. Door Casing	Wood	Deteriorated	Beige	Yes	No	Impact	Above	< 10%	Positive	2.7
652	1st	A	Int	Gym 34	Vent Jamb	Wood	Deteriorated	Beige	No	No	Moisture	Below	< 10%	Positive	3.5
664	1st	C	Int	Gym 34	Wall Casing	Wood	Deteriorated	Beige	No	No	Moisture	Below	< 10%	Positive	3.1
665	1st	C	Int	Gym 34	Wall Casing	Metal	Deteriorated	Beige	No	No	Impact	Below	< 10%	Positive	1.8
674	1st	A2	Int	Gym 34	Door Casing	Wood	Deteriorated	Beige	Yes	No	Impact	Below	< 10%	Positive	3.1
695	1st	Entry	Int	Women's Locker 35	Wall	Cinderblock	INTACT	Pink							

Sample #	Floor	Wall / Side	Int / Ext	Room and #	Component	Substrate	Visual Condition	Color	Friction / Impact Surface	Teeth Present	Cause of Damage	de Minimus Level	Amount of Damage	Result	Pbc mg / cm <sup>2</sup>
838	1st	Floor	Int	Office 41	Baseboard	Wood	Deteriorated	White	Yes	No	Impact	Below	< 10%	Positive	2.5
844	1st	A	Int	Office 41	Win. Header	Wood	Deteriorated	White	No	No	Impact	Above	> 10%	Positive	1.2
846	1st	Center	Int	Office 41	Door Casing	Wood	Deteriorated	White	Yes	No	Impact	Below	< 10%	Positive	2.8
847	1st	Center	Int	Office 41	Door Stop	Wood	Deteriorated	White	Yes	No	Impact	Below	< 10%	Positive	2.9
848	1st	Center	Int	Office 41	Door Jamb	Wood	Deteriorated	White	Yes	No	Friction	Below	< 10%	Positive	2.7
849	1st	Center	Int	Office 41	Door Casing	Wood	Deteriorated	White	Yes	No	Impact	Below	< 10%	Positive	4.1
878	1st	C	Int	Men's Locker 42	Column	Wood	INTACT	Grey						Positive	2.9
879	1st	C	Int	Men's Locker 42	Wall	Wood	Deteriorated	Grey	No	No	Moisture	Below	< 2sf	Positive	3
885	1st	A	Int	Men's Locker 42	Column	Wood	INTACT	Grey						Positive	3.5
886	1st	A	Int	Men's Locker 42	Column	Wood	INTACT	Grey						Positive	4.1
995	Gmd	Ceiling	Int	Int. Garage 50	Ceiling	Wood	INTACT	Beige						Positive	1.8
996	Gmd	Center	Int	Int. Garage 50	Beam	Wood	Deteriorated	Beige	No	No	Impact	Below	< 10%	Positive	1.9
997	Gmd	Center	Int	Int. Garage 50	Column	Wood	Deteriorated	Beige	Yes	No	Impact	Below	< 10%	Positive	1.4
1002	Gmd	B	Int	Int. Garage 50	Wall Casing	Wood	Deteriorated	Beige	No	No	Impact	Below	< 10%	Positive	4.4
1003	Gmd	C	Int	Int. Garage 50	Wall Casing	Wood	Deteriorated	Beige	No	No	Impact	Below	< 10%	Positive	2.6
1004	Gmd	C	Int	Int. Garage 50	Wall Casing	Wood	Deteriorated	Grey	No	No	Impact	Below	< 10%	Positive	3.1
1005	Gmd	D	Int	Int. Garage 50	Wall Casing	Wood	Deteriorated	Beige	No	No	Impact	Below	< 10%	Positive	3.8
1006	Gmd	Floor	Int	Int. Garage 50	Baseboard	Wood	Deteriorated	Beige	Yes	No	Impact	Above	> 10%	Positive	2.2
1009	Gmd	B	Int	Int. Garage 50	Win. Sill-Stool	Wood	Deteriorated	Beige	Yes	No	Impact	Above	> 10%	Positive	2.6
1013	Gmd	B	Int	Int. Garage 50	Win. Jamb	Wood	Deteriorated	Beige	Yes	No	Friction	Above	> 10%	Positive	6.3
1018	Gmd	B	Int	Int. Garage 50	Door Jamb	Wood	Deteriorated	Beige	Yes	No	Friction	Above	> 10%	Positive	5.6
1019	Gmd	B	Int	Int. Garage 50	OH Door Jamb	Wood	Deteriorated	Beige	Yes	No	Friction	Above	> 10%	Positive	4.9
1033	Gmd	Ceiling	Int	Int. Garage 51	Ceiling	Wood	INTACT	Beige						Positive	2
1034	Gmd	Center	Int	Int. Garage 51	Column	Wood	Deteriorated	Beige	Yes	No	Impact	Above	> 10%	Positive	2.8
1035	Gmd	Center	Int	Int. Garage 51	Beam	Wood	Deteriorated	Beige	No	No	Impact	Below	< 10%	Positive	2.3
1036	Gmd	Floor	Int	Int. Garage 51	Baseboard	Wood	Deteriorated	Grey	Yes	No	Impact	Above	> 10%	Positive	3.1
1040	Gmd	D	Int	Int. Garage 51	Vent Jamb	Wood	Deteriorated	Beige	No	No	Moisture	Above	> 10%	Positive	2.7
1041	Gmd	D	Int	Int. Garage 51	Vent Casing	Wood	Deteriorated	Beige	No	No	Moisture	Above	> 10%	Positive	3.7
1042	Gmd	B	Int	Int. Garage 51	Win. Sill-Stool	Wood	Deteriorated	Beige	Yes	No	Impact	Above	> 10%	Positive	2.6
1043	Gmd	B	Int	Int. Garage 51	Win. Stop Int.	Wood	Deteriorated	Beige	Yes	No	Impact	Above	> 10%	Positive	4.8
1046	Gmd	B	Int	Int. Garage 51	Win. Casing	Wood	Deteriorated	Beige	Yes	No	Impact	Above	> 10%	Positive	3.4
1047	Gmd	B	Int	Int. Garage 51	Win. Jamb	Wood	Deteriorated	Beige	Yes	No	Friction	Above	> 10%	Positive	5.2
1048	Gmd	B	Int	Int. Garage 51	Win. Frame	Wood	Deteriorated	Beige	Yes	No	Friction	Above	> 10%	Positive	4.6
1052	Gmd	B1	Int	Int. Garage 51	Door Jamb	Wood	Deteriorated	Beige	Yes	No	Friction	Above	> 10%	Positive	3.3
1053	Gmd	B1	Int	Int. Garage 51	OH Door Jamb	Wood	Deteriorated	Beige	Yes	No	Friction	Above	> 10%	Positive	5.6
1054	Gmd	B2	Int	Int. Garage 51	OH Door Jamb	Wood	Deteriorated	Beige	Yes	No	Friction	Above	> 10%	Positive	6.1
1056	Gmd	B2	Int	Int. Garage 51	Door Casing	Wood	Deteriorated	Grey	Yes	No	Impact	Above	> 10%	Positive	3.2
1058	Gmd	B2	Int	Int. Garage 51	Door Jamb Int.	Wood	Deteriorated	Grey	Yes	No	Friction	Above	> 10%	Positive	5.4
1059	Gmd	B2	Int	Int. Garage 51	Door Jamb	Wood	Deteriorated	Grey	Yes	No	Friction	Above	> 10%	Positive	4.2
1060	Gmd	B2	Int	Int. Garage 51	Transom	Wood	Deteriorated	Beige	No	No	Moisture	Above	> 10%	Positive	6
1061	Gmd	D1	Int	Int. Garage 51	Door Casing	Wood	Deteriorated	Grey	Yes	No	Impact	Above	> 10%	Positive	4.3
1062	Gmd	D1	Int	Int. Garage 51	Transom	Wood	Deteriorated	Grey	No	No	Moisture	Above	> 10%	Positive	3.8
1063	Gmd	D2	Int	Int. Garage 51	Door Blocked	Wood	Deteriorated	Beige	No	No	Moisture	Above	> 10%	Positive	1.6
1064	Gmd	D2	Int	Int. Garage 51	Door Casing	Wood	Deteriorated	Grey	Yes	No	Impact	Above	> 10%	Positive	5.4
1065	Gmd	B	Int	Int. Garage 51	Cabinet Shelf	Wood	Deteriorated	Beige	Yes	No	Impact	Above	> 10%	Positive	2.8
1066	Gmd	B	Int	Int. Garage 51	Cabinet Trim	Wood	Deteriorated	Beige	Yes	No	Impact	Above	> 10%	Positive	3.7
1st	Ceiling	Int	Int	Gym 34	Ceiling	Drywall	Deteriorated	White	No	No	Moisture	Below	< 2sf	Positive	Assumed Positive
1st	Ceiling	Int	Int	Gym 34	Beams	Wood	Deteriorated	Beige	No	No	Moisture	Below	< 10%	Positive	Assumed Positive

**Appendix C - Lead-Based Paint Potential Hazards**

Client		Tetra-Tech															
Survey Location:		2025 E. Clark, Ypsilanti Twp., MI 48198															
Survey Date:		6/25/2019, 6/26/2019															
Inspectors:		Rick Bremer, Yi Chien Tung					License #	P-01082, P-08180					Job#	222873			
Sample #	Floor	Wall / Side	Int / Ext	Room and #	Component	Substrate	Visual Condition	Color	Friction / Impact Surface	Teeth Marks Present	Main Cause of Damage	de Minimus Level	Amount of Damage	Result	PbC mg/2 cm <sup>2</sup>		
17	1st	All	Int	Hallway 2	Corner-Trim	Wood	INTACT	Grey						Positive	2		
210	1st	All	Int	Women's Bath 13	Door Stop	Wood	INTACT	Grey						Positive	2.6		
211	1st	All	Int	Women's Bath 13	Door Jamb	Wood	INTACT	Grey						Positive	2.4		
229	1st	A	Int	Hallway 15	Corner-Trim	Wood	INTACT	Green						Positive	2.2		
240	1st	B3	Int	Hallway 15	Door Casing	Wood	INTACT	Grey						Positive	3.4		
241	1st	B3	Int	Hallway 15	Door Stop	Wood	INTACT	Grey						Positive	1.8		
242	1st	B3	Int	Hallway 15	Door Jamb	Wood	INTACT	Grey						Positive	1.5		
247	1st	B5	Int	Hallway 15	Door Casing	Wood	INTACT	Grey						Positive	1.7		
248	1st	B5	Int	Hallway 15	Door	Wood	INTACT	Grey						Positive	2.6		
249	1st	B5	Int	Hallway 15	Door Stop	Wood	INTACT	White						Positive	2.4		
250	1st	B5	Int	Hallway 15	Door Jamb	Wood	INTACT	White						Positive	2.5		
255	1st	B6	Int	Hallway 15	Door	Wood	INTACT	Grey						Positive	2.2		
268	1st	D1	Int	Hallway 15	Exit Door Casing	Wood	INTACT	Green						Positive	3.3		
327	1st	Closet Int (All)4	Int	Hallway 15	Clos. Door Jamb	Wood	INTACT	Grey						Positive	3.6		
328	1st	Closet Int (All)4	Int	Hallway 15	Clos. Door Stop	Wood	INTACT	Grey						Positive	2.9		
414	Gmrd	C	Int	Int. Garage 20	Win. Casing	Wood	INTACT	Beige						Positive	2.6		
415	Gmrd	C	Int	Int. Garage 20	Win. Sill-Stool	Wood	INTACT	Beige						Positive	2.8		
419	Gmrd	D1	Int	Int. Garage 20	Door Casing	Wood	INTACT	Beige						Positive	3.7		
420	Gmrd	D1	Int	Int. Garage 20	Door Stop	Wood	INTACT	Beige						Positive	7.9		
445	Gmrd	B1	Int	Int. Garage 20	Door Casing	Wood	INTACT	Blue						Positive	5.3		
449	Gmrd	B1	Int	Int. Garage 20	Door Header	Wood	INTACT	Blue						Positive	5.3		
451	Gmrd	B2	Int	Int. Garage 20	Door Casing	Wood	INTACT	Blue						Positive	4.6		
594	1st	All	Int	Hallway 33	Wall Casing	Wood	INTACT	Blue						Positive	2.8		
595	1st	All	Int	Hallway 33	Wall Casing	Wood	INTACT	Blue						Positive	3.4		
598	1st	All	Int	Hallway 33	Vent Trim	Wood	INTACT	Blue						Positive	1.9		
606	1st	A2	Int	Hallway 33	Door Casing	Wood	INTACT	Grey						Positive	2.5		
610	1st	A3	Int	Hallway 33	Door Casing	Wood	INTACT	Grey						Positive	3.5		
695	1st	Entry	Int	Women's Locker 35	Wall	Cinderblock	INTACT	Pink						Positive	10.9		
705	1st	A	Int	Women's Locker 35	Wall	Cinderblock	INTACT	Pink						Positive	7.1		
706	1st	B	Int	Women's Locker 35	Wall	Cinderblock	INTACT	Pink						Positive	3.9		
708	1st	C	Int	Women's Locker 35	Wall	Cinderblock	INTACT	Pink						Positive	3.5		
709	1st	D	Int	Women's Locker 35	Wall	Cinderblock	INTACT	Pink						Positive	3		
713	1st	D	Int	Women's Locker 35	Drain Pipe	Metal	INTACT	White						Positive	3.6		
714	1st	A	Int	Women's Locker 35	Pipe	Metal	INTACT	White						Positive	5.7		
715	1st	Center	Int	Women's Locker 35	Column	Brick	INTACT	Pink						Positive	8.9		
744	1st	C	Int	Class 102 36	Win. Header Framing	Wood	INTACT	Beige						Positive	5.4		
782	1st	A	Int	Class 105 38	Win. Header Framing	Wood	INTACT	Beige						Positive	6.4		
878	1st	C	Int	Men's Locker 42	Column	Wood	INTACT	Grey						Positive	2.9		
885	1st	A	Int	Men's Locker 42	Column	Wood	INTACT	Grey						Positive	3.5		
886	1st	A	Int	Men's Locker 42	Column	Wood	INTACT	Grey						Positive	4.1		
995	Gmrd	Ceiling	Int	Int. Garage 50	Ceiling	Wood	INTACT	Beige						Positive	1.8		
1033	Gmrd	Ceiling	Int	Int. Garage 51	Ceiling	Wood	INTACT	Beige						Positive	2		

# APPENDIX D

## Maps of Residence

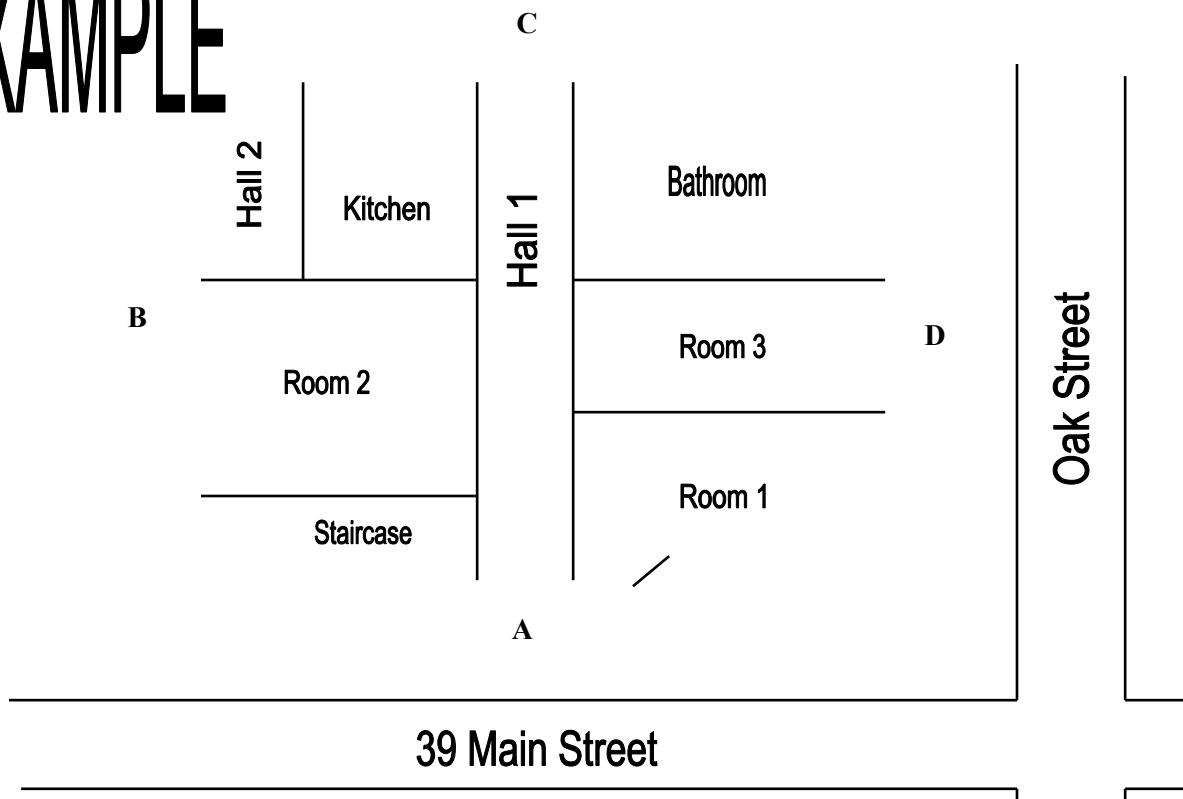
The inspection process uses a standard method of describing where lead paint is located. This is so that all parties involved will have a clear understanding as to what surfaces contain lead.

The outsides of the house will be lettered, starting with the letter A for the side of the house where the house gets its street address from. Starting at the A side, the rest of the house is lettered consecutively, clockwise around the house. Regardless of where the front door is located, the side of the house facing the street where the address is derived from will always be side A.

Inside the house, the process is much the same. The wall of each room that is nearest the A side of the house will be identified as wall A in the report. The wall nearest the B side will be labeled wall B, and so on.

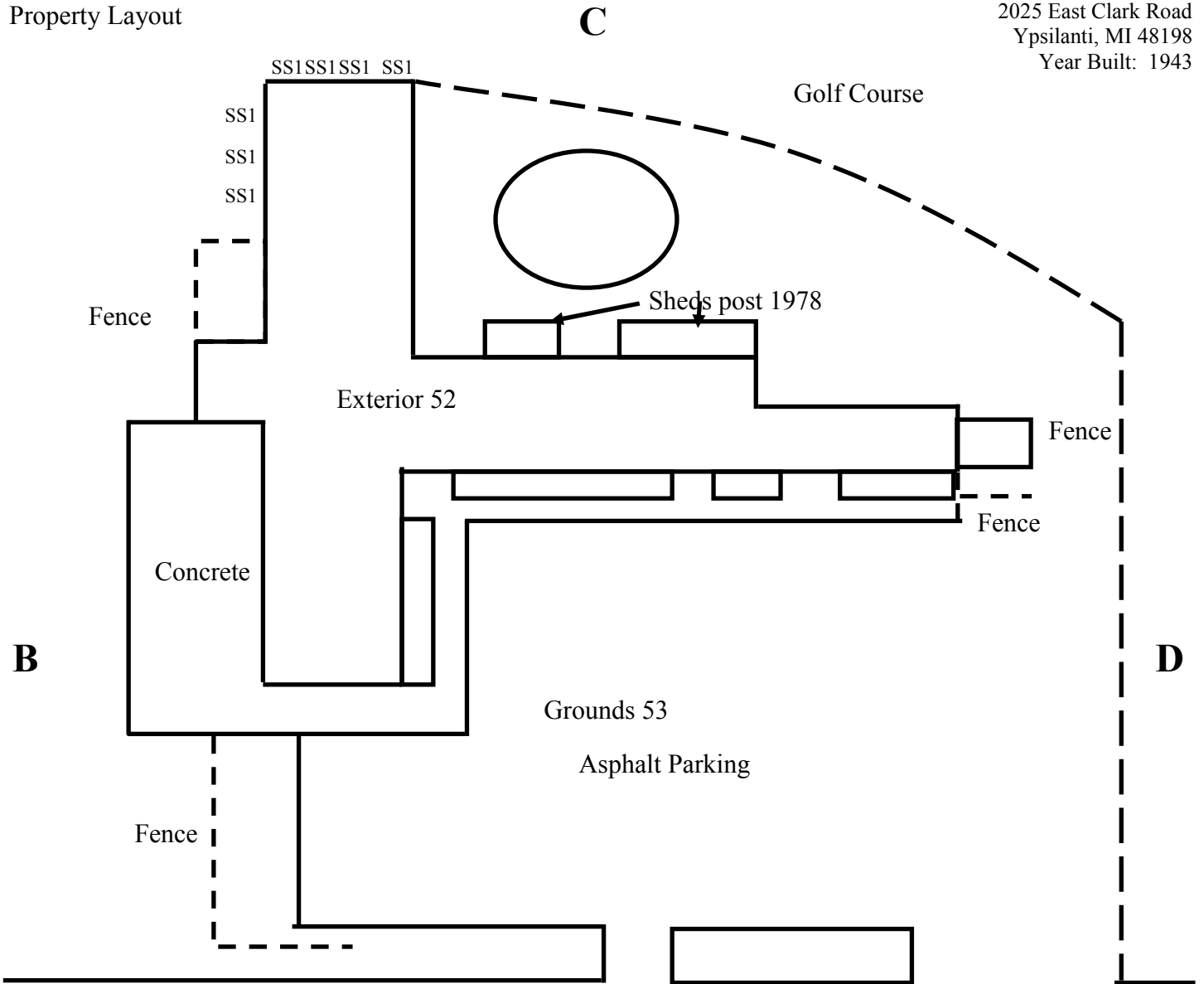
For identifying the rooms and other areas of the interior of the house, a numbering system is used. Most rooms, with the exception of the kitchen and bath could be used for different purposes. When numbers are used, deciphering which room is called what will not be required. See dwelling map and labeling to determine the locations of the tests and hazards.

# EXAMPLE



Property Layout

2025 East Clark Road  
 Ypsilanti, MI 48198  
 Year Built: 1943



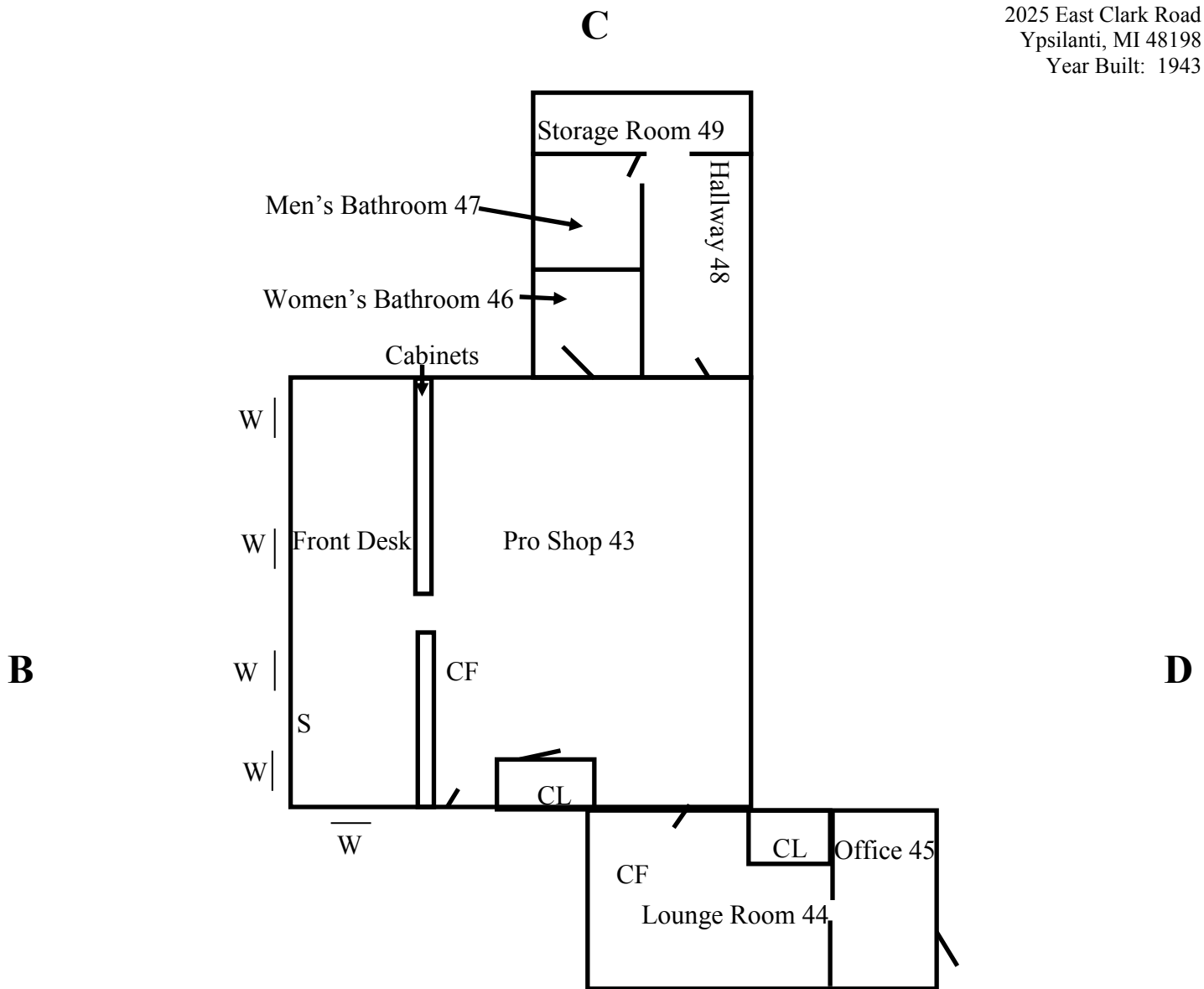
**Dust wipe samples:**  
 F = Floor, HF = Hard floor, CF = carpeted floor  
 S = Window Sill, T = Window Trough

**Window types:**  
 W = Wood windows  
 V = Vinyl windows  
 A = Aluminum windows  
 M = Metal windows  
 GB = Glass block windows  
 ST = Steel windows

A

Please Note: This is a rough floor plan only. All items, (doorways, Windows, etc.) may not be included in this illustration. Also, room and component sizes are not drawn to scale.

Tetra Tech  
 222873

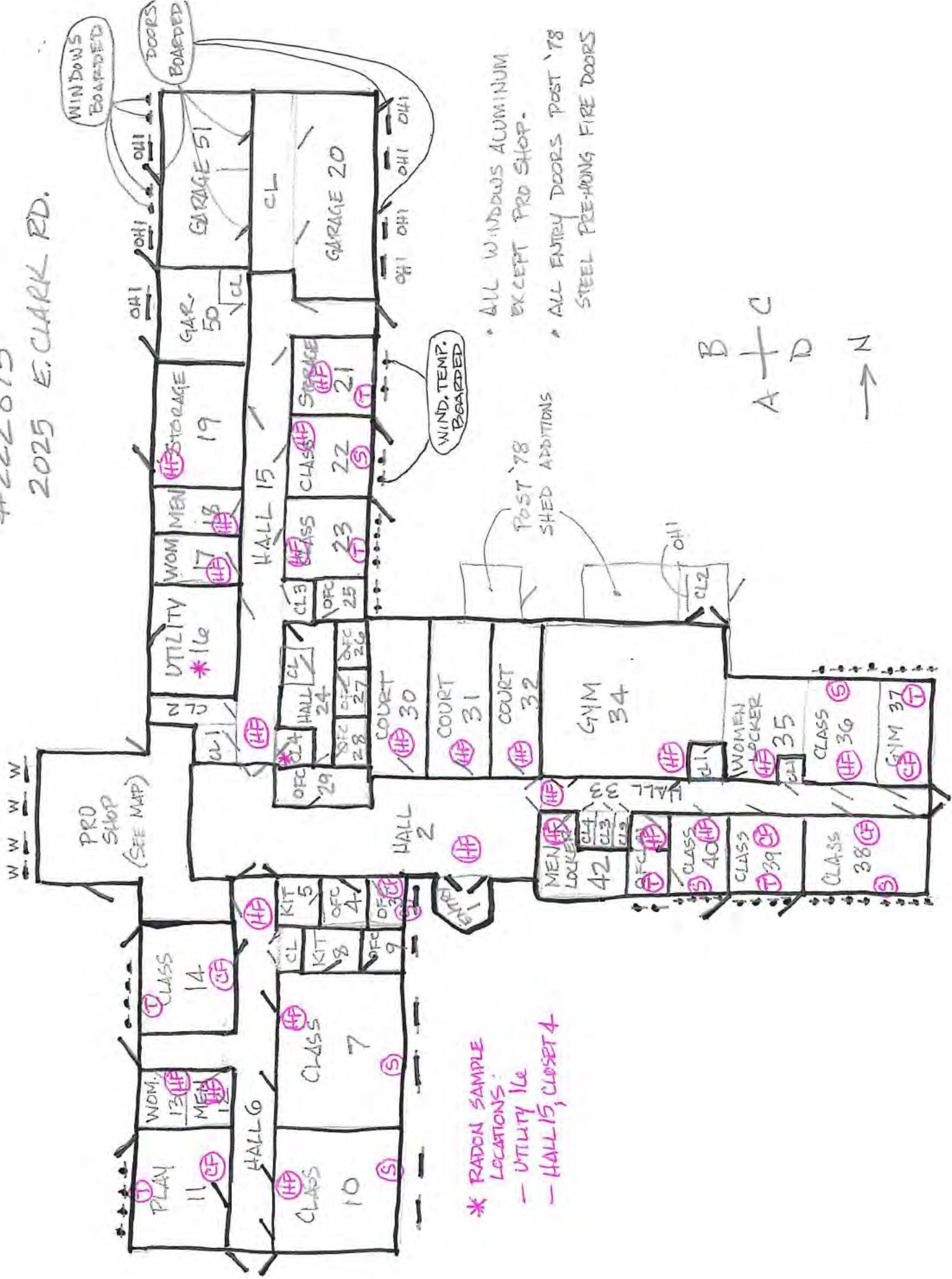


**Dust wipe samples:**  
 F = Floor, HF = Hard floor, CF = carpeted floor  
 S = Window Sill, T = Window Trough

**Window types:**  
 W = Wood windows  
 V = Vinyl windows  
 A = Aluminum windows  
 M = Metal windows  
 GB = Glass block windows  
 ST = Steel windows

Please Note: This is a rough floor plan only. All items, (doorways, Windows, etc.) may not be included in this illustration. Also, room and component sizes are not drawn to scale.

#222873  
2025 E. CLARK RD.





## **APPENDIX E**

### **Resident Questionnaire and Building Condition Form**

## Resident Questionnaire

Children and Children's Habits	Yes	No	NA	Ages				
Do any children under age 6 live in the home or visit frequently?		X		Bedrooms				
				Eating areas				
				Play areas				
				Toy storage				
				Outdoor play				
(Any known elevated blood lead levels in any of the above children? (Voluntarily given)			X	Level (ug/dl)				
				Month/year of test				
Do any children tend to chew on any painted surfaces, such as interior window sills?			X	Where:				
<b>Other Household Information and Family Use Patterns</b>								
Do women of child-bearing age (18-48) live in the home?		X						
If this home is in a building with other dwelling units, what common areas in the building are used by children?			X					
Which entrance is used most frequently?				Main Only				
What other entrances are used frequently? All others fire exits								
Which windows are opened most frequently?								
Do you use window air conditions?				Where:				
Do you or any other household members garden?		X		Where:				
Are you planning any landscaping activities that will remove grass or ground covering?		X		Where:				
Which areas of the home get cleaned regularly?	X							
Which areas of the home do not get cleaned regularly?	X							
Are any household members exposed to lead at work?			X					
If yes are dirty work clothes brought home Who handles dirty clothes and where are they placed and cleaned?			X					
Do you have pets?			X					
If yes, do these pets go outdoors?			X					
<b>Building Renovation (should be answered by property owner)</b>								
Has any prior lead based paint testing been performed?		X						
Were any building renovations or repainting done here during the past year? If yes, what work was done, and when?	X							
Were carpets, furniture, and/or family belongings present in the work area? If yes, which items and where were they?		X						
Was construction debris stored in yard? If yes, what, where and how was it stored?		X						
Are you conducting or planning any building renovations? If yes, what work will be done, and when?				Remodel Grant Application				
Name of person(s) interviewed and date	Debbie Aue Manager 6/25/19							

## Building Condition Form

If two or more components have been found to be in poor condition, this house needs more than a Risk Assessment. A complete paint inspection will give information as to the potential hazards not identified in a standard

Condition	Yes	No	Comments
Roof missing parts of surfaces (tiles, boards, shakes, etc)		X	
Roof has holes or large cracks		X	
Gutters or downspouts broken		X	
Chimney masonry cracked, bricks loose or missing, obviously out of plumb		X	
Exterior or interior walls have obvious large cracks or holes, requiring more than routine pointing (if masonry) or painting		X	
Exterior siding has missing boards or shingles	X		Soffits side A and B
Water stains on interior walls or ceilings		X	
Walls or ceilings deteriorated	X		Ceiling of Closets 2 +3 of Hallway 33
More than “very small” amount of paint in any room deteriorated*		X	
Two or more windows or doors broken, missing, or boarded up	X		Classroom 21, 22 break in, temporary boarding
Porch or steps have major elements broken, missing, or boarded up		X	
Foundation has major cracks, missing material, structure leans, or visibly unsound		X	
<b>Total number</b>	3	9	

**Notes** (including other conditions of concern, i.e., fire damage, debris piles or other “extreme” storage issues, flooded basement, mold grow, etc) Doors in garages 20, 50 and 51 and windows boarded– was school use. Sided on exterior

\*The “very small” amount is the *de minimis* amount under the HUD Lead Safe Housing Rule (24 CFR 35.1350(d)).

## **APPENDIX F**

### **Site Photos**



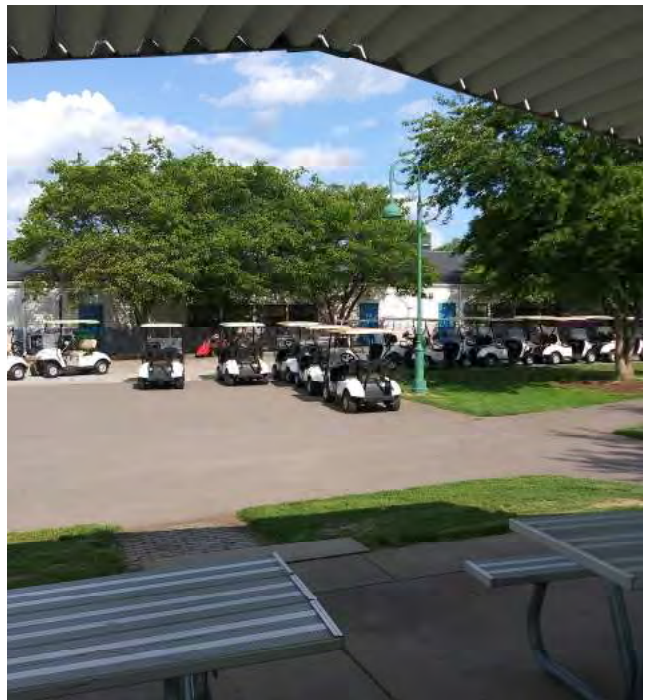
Side A1



Side A2



Side B1



Side B2





Side C1



Side C2



Side C3



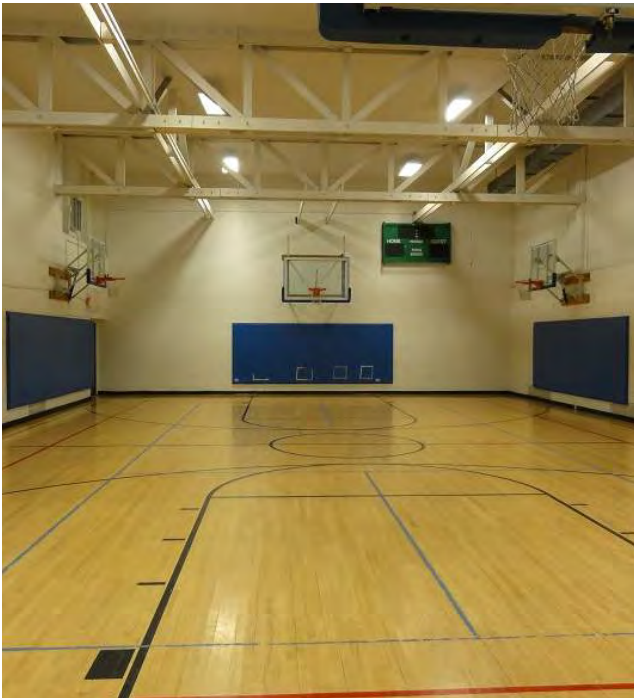
Side D1



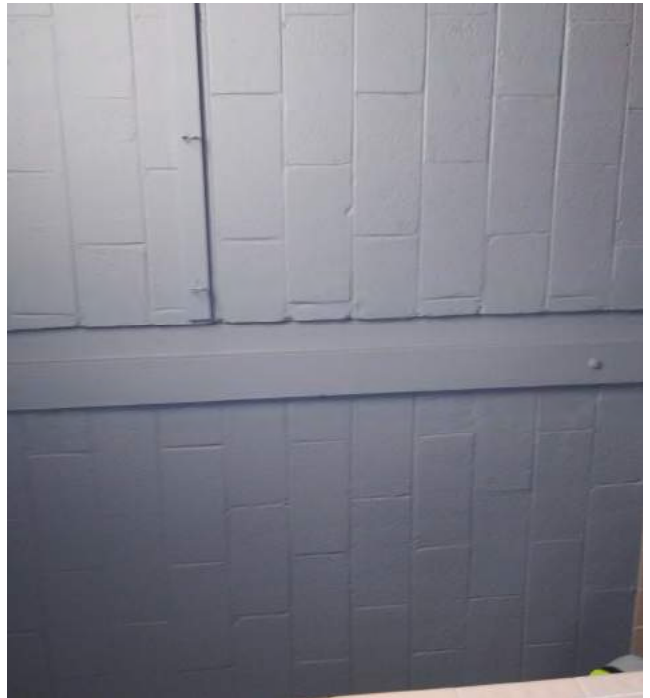
Side D2



Side D3



Gym 34 Ceiling Assumed Positive



Mens Locker Room 42 Positive Column





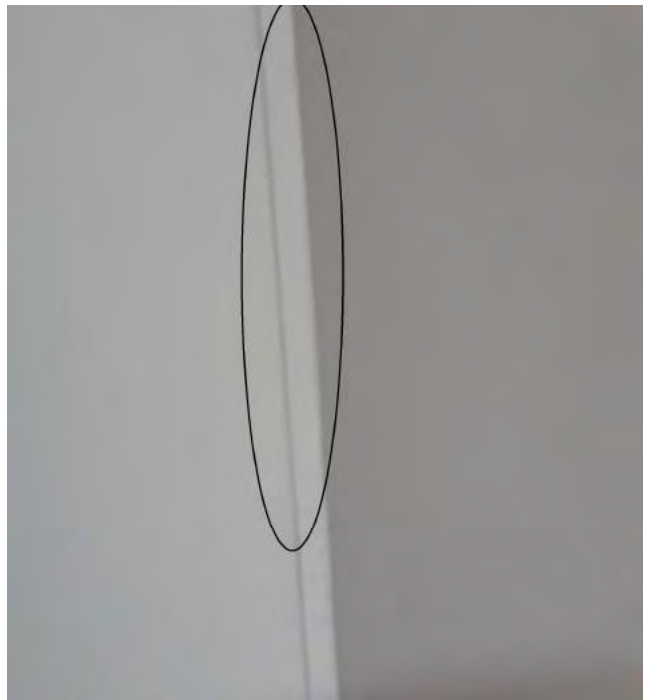
Exterior 52 Broken Soffit Side A



Exterior 52 Broken Soffit Side B



Typical window header area



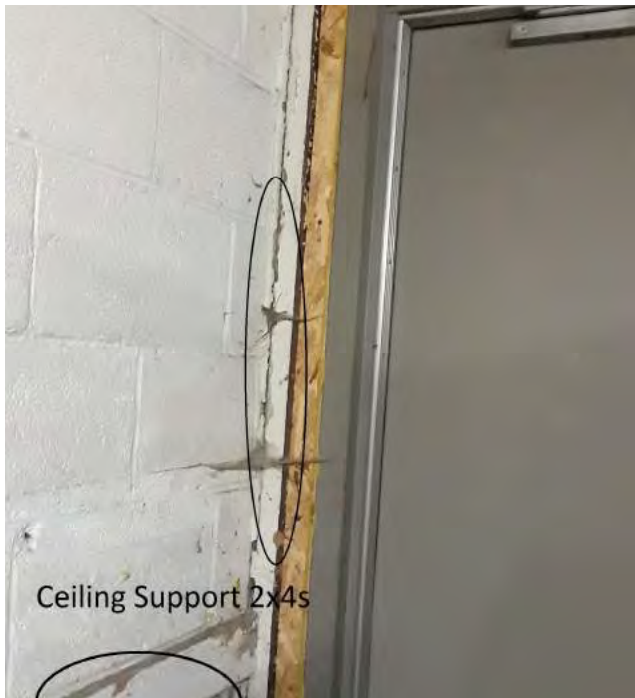
Hallway 2 Corner Trim Positive



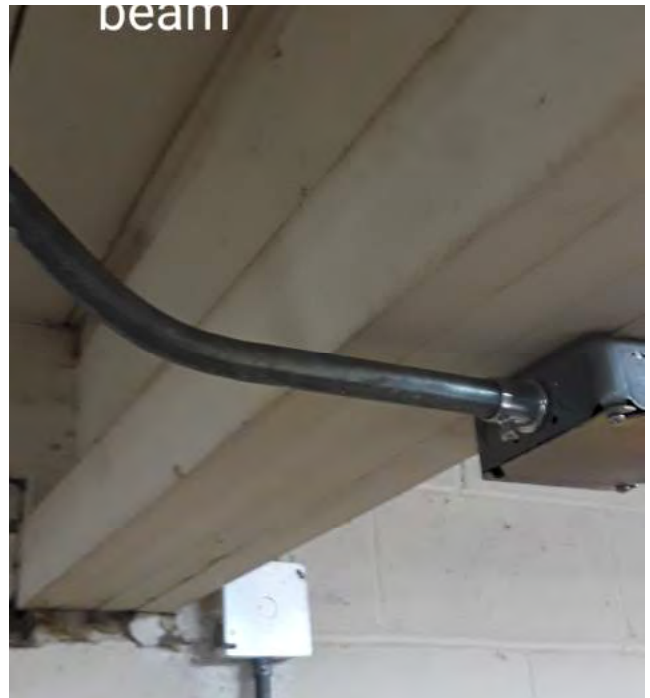
Hallway 15 Exit door Casing Positive



Room 302 Ceiling Beams Positive



Room 302 Ceiling support 2x4s Positive



Room 302 Lower Beams Positive

## **APPENDIX G**

### **Original Laboratory Results**



30105 Beverly Road  
 Romulus, MI 48174  
 Ph: 734-629-8161; Fax: 734-629-8431

**Certificate of Analysis: Lead In Dust Wipe by EPA Method 7000B/3050B\***

**Client :** Environmental Testing and Consulting R  
 38900 Huron River Drive  
 Romulus, MI 48174  
**Attn :** Peggy Genson **Email :** labresults@2etc.com  
**Phone :** 734-955-6600 **Fax :** 734-955-6604  
**AAT Project :** 497681  
**Sampling Date :** 06/26/2019  
**Date Received :** 06/27/2019  
**Date Analyzed :** 07/01/2019  
**Date Reported :** 7/2/2019 6:11:20AM  
**Client Project :** 222873  
**Project Location :** 2025 CLARK RD YPSILANTI MI 48198

Lab Sample ID	Client Code	Sample Description	Length (inch)	Width (inch)	Area (Sq ft)	Results Lead ug/ft2 *
4782260	FB-1	FIELD BLANK	N/A	N/A	N/A	N/D
4782261	DW-1	HALL 2 HF A HF	12	12	1.00	<5.00
4782262	DW-2	OFC 3 CF B CF	12	12	1.00	<5.00
4782263	DW-3	OFC 3 S D S	4	21.5	0.60	<8.37
4782264	DW-4	CLASS 7 HF B HF	12	12	1.00	<5.00
4782265	DW-5	CLASS 7 S D S	2.875	31.25	0.62	<8.01
4782266	DW-6	CLASS 10 HF B HF	12	12	1.00	<5.00
4782267	DW-7	CLASS 10 S D S	2.875	31.25	0.62	<8.01
4782268	DW-8	PLAY 11 CF D CF	12	12	1.00	<5.00
4782269	DW-9	PLAY 11 T B T	1.5	26.625	0.28	31.41
4782270	DW-10	CLASS 14 CF D CF	12	12	1.00	<5.00
4782271	DW-11	CLASS 14 T B T	1.5	27	0.28	20.53
4782272	DW-12	STORAGE 19 HF B HF	12	12	1.00	46.41
4782273	DW-13	STORAGE 21 HF B HF	12	12	1.00	<5.00
4782274	DW-14	STORAGE 21 T D T	1.5	27	0.28	49.10
4782275	DW-15	CLASS 22 F B HF	12	12	1.00	<5.00
4782276	DW-16	CLASS 22 S D S	4	29.25	0.81	<6.15
4782277	DW-17	CLASS 23 F B HF	12	12	1.00	<5.00
4782278	DW-18	CLASS 23 T D T	1.5	27	0.28	34.44
4782279	DW-19	PLAY 30 HF A HF	12	12	1.00	<5.00
4782280	DW-20	PLAY 31 HF A HF	12	12	1.00	<5.00

ND = Not Detected, N/A = Not Available, RL = Reporting Limit, Analytical Reporting Limit is 5 ug/sample. For true values assume (2) significant figures. AAT internal SOP S205. The method and batch QC are acceptable unless otherwise stated.  
 EPA Regulatory Limits: 40 ug/ft2 (Floors, Carpeted/Uncarpeted), 250 ug/ft2 (Window Sill/Stools), 400 ug/ft2 (Window Trough/Well/Ext Concrete Surfaces), HUD Regulatory Limits: 10 ug/ft2 (Interior Floors), 40 ug/ft2 (Porch Floors), 100 ug/ft2 (Window Sills), 100 ug/ft2 (Window Troughs).  
 The laboratory operates in accord with ISO 17025 guidelines and holds limited scopes of accreditation under AIHA-LAP and NY State DOH ELAP programs. These results are submitted pursuant to AAT, LLC current terms and conditions of sale, including the company's standard warranty and limitation of liability provisions. Analytical results relate to the samples as received by the lab. AAT will not assume any liability or responsibility for the manner in which the results are used or interpreted. All QC requirements for the samples this report contains have been met. AAT does not blank correct reported values. \* = Validated modified method Sample data apply only to items analyzed. Results are calculated with wipe dimensions supplied by client. Reproduction of this document other than in its entirety is not authorized by AAT, LLC. Samples are stored for 15 days following report date.

AIHA LAP- Lab ID #100986, NY State DOH ELAP -Lab ID #11864, State of Ohio- Lab ID # 10042

Date Printed: 07/22/2019

AAT Project: 497681



Lab Sample ID	Client Code	Sample Description	Length (inch)	Width (inch)	Area (Sq ft)	Results Lead µg/ft2 *
4782281	DW-21	PLAY 32 HF A HF	12	12	1.00	<5.00
4782282	FB-2	FIELD BLANK	N/A	N/A	N/A	N/D
4782283	DW-22	GYM 34 HF A HF	12	12	1.00	<5.00
4782284	DW-23	WOMEN LOCK 35 HF HF	12	12	1.00	<5.00
4782285	DW-24	CLASS 36 HF A HF	12	12	1.00	<5.00
4782286	DW-25	CLASS 36 S C S	4	28.375	0.79	<6.34
4782287	DW-26	CLASS 37 CF A CF	12	12	1.00	<5.00
4782288	DW-27	CLASS 37 T C T	0.75	29.25	0.15	78.57
4782289	DW-28	CLASS 38 CF C CF	12	12	1.00	<5.00
4782290	DW-29	CLASS 38 S A S	4	29	0.81	<6.21
4782291	DW-30	CLASS 39 CF C CF	12	12	1.00	<5.00
4782292	DW-31	CLASS 39 T A T	0.75	29.25	0.15	1614.24
4782293	DW-32	CLASS 40 HF C HF	12	12	1.00	<5.00
4782294	DW-33	CLASS 40 S A S	4	29	0.81	<6.21
4782295	DW-34	OFC 41 HF C HF	12	12	1.00	10.59
4782296	DW-35	OFC 41 T A T	0.75	29.25	0.15	1233.30
4782297	DW-36	MENS LOCK 42 HF C HF	12	12	1.00	<5.00
4782298	DW-37	PRO SHOP 43 CF A CF	12	12	1.00	<5.00
4782299	DW-38	PRO SHOP 43 S B	0.75	21.5	0.11	<44.65
4782300	DW-39	LOUNGE 44 CF B CF	12	12	1.00	<5.00
4782301	DW-40	MENS 12 HF C HF	12	12	1.00	<5.00
4782302	DW-41	WOMENS 13 HF C HF	12	12	1.00	<5.00
4782303	DW-42	WOMENS 17 HF A HF	12	12	1.00	<5.00
4782304	FB-3	FIELD BLANK	N/A	N/A	N/A	N/D
4782305	DW-43	MENS 18 HF A HF	12	12	1.00	<5.00
4782306	DW-44	HALL 6 HF C HF	12	12	1.00	<5.00
4782307	DW-45	HALL 15 HF A HF	12	12	1.00	<5.00
4782308	DW-46	HALL 33 HF B HF	12	12	1.00	<5.00

ND = Not Detected, N/A = Not Available, RL = Reporting Limit, Analytical Reporting Limit is 5 ug/sample. For true values assume (2) significant figures. AAT internal SOP S205. The method and batch QC are acceptable unless otherwise stated.  
EPA Regulatory Limits: 40 ug/ft2 (Floors, Carpeted/Uncarpeted), 250 ug/ft2 (Window Sill/Stools), 400 ug/ft2 (Window Trough/Well/Ext Concrete Surfaces), HUD Regulatory Limits: 10 ug/ft2 (Interior Floors), 40 ug/ft2 (Porch Floors), 100 ug/ft2 (Window Sills), 100 ug/ft2 (Window Troughs).  
The laboratory operates in accord with ISO 17025 guidelines and holds limited scopes of accreditation under AIHA-LAP and NY State DOH ELAP programs. These results are submitted pursuant to AAT, LLC current terms and conditions of sale, including the company's standard warranty and limitation of liability provisions. Analytical results relate to the samples as received by the lab. AAT will not assume any liability or responsibility for the manner in which the results are used or interpreted. All QC requirements for the samples this report contains have been met. AAT does not blank correct reported values. \* = Validated modified method Sample data apply only to items analyzed. Results are calculated with wipe dimensions supplied by client. Reproduction of this document other than in its entirety is not authorized by AAT, LLC. Samples are stored for 15 days following report date.

AIHA LAP- Lab ID #100986, NY State DOH ELAP -Lab ID #11864, State of Ohio- Lab ID # 10042

Date Printed: 07/22/2019

AAT Project: 497681



Lab Sample ID	Client Code	Sample Description	Length (inch)	Width (inch)	Area (Sq ft)	Results Lead $\mu\text{g}/\text{ft}^2$ *
---------------	-------------	--------------------	---------------	--------------	--------------	--

Analyst Signature

Nathan Ditty

Norman Cyr

ND = Not Detected, N/A = Not Available, RL = Reporting Limit, Analytical Reporting Limit is 5 ug/sample. For true values assume (2) significant figures. AAT internal SOP S205. The method and batch QC are acceptable unless otherwise stated.  
 EPA Regulatory Limits: 40 ug/ft<sup>2</sup> (Floors, Carpeted/Uncarpeted), 250 ug/ft<sup>2</sup> (Window Sill/Stools), 400 ug/ft<sup>2</sup> (Window Trough/Well/Ext Concrete Surfaces), HUD Regulatory Limits: 10 ug/ft<sup>2</sup> (Interior Floors), 40 ug/ft<sup>2</sup> (Porch Floors), 100 ug/ft<sup>2</sup> (Window Sills), 100 ug/ft<sup>2</sup> (Window Troughs).  
 The laboratory operates in accord with ISO 17025 guidelines and holds limited scopes of accreditation under AIHA-LAP and NY State DOH ELAP programs. These results are submitted pursuant to AAT, LLC current terms and conditions of sale, including the company's standard warranty and limitation of liability provisions. Analytical results relate to the samples as received by the lab. AAT will not assume any liability or responsibility for the manner in which the results are used or interpreted. All QC requirements for the samples this report contains have been met. AAT does not blank correct reported values. \* = Validated modified method Sample data apply only to items analyzed. Results are calculated with wipe dimensions supplied by client. Reproduction of this document other than in its entirety is not authorized by AAT, LLC. Samples are stored for 15 days following report date.  
 AIHA LAP- Lab ID #100986, NY State DOH ELAP -Lab ID #11864, State of Ohio- Lab ID # 10042

Date Printed: 07/22/2019

AAT Project: 497681





**Certificate of Analysis: Lead In Soil by EPA SW-846 7420 and 3050B Method\***

**Client :** Environmental Testing and Consulting R  
 38900 Huron River Drive  
 Romulus, MI 48174

**Attn :** Peggy Genson                      **Email :** labresults@2etc.com  
**Phone :** 734-955-6600                      **Fax :** 734-955-6604

**Client Project :** 222873

**Project Location :** 2025 CLARK RD YPSILANTI MI 48198

**AAT Project :** 497681  
**Sampling Date :** 06/26/2019  
**Date Received :** 06/27/2019  
**Date Analyzed :** 06/28/2019  
**Date Reported :** 7/2/2019 6:11:20AM

Lab Sample ID	Client Code	Sample Description	Results Lead µg/g (PPM)	Calculated RL µg/g *
4782309	SS1	DRIPLINE B AND C 140	54.05	11.90

Analyst Signature



Nathan Ditty



Norman Cyr

\*RL= Reporting Limit \* For true values assume (2) significant figures. The method and batch QC are acceptable unless otherwise stated. Current EPA/HUD Interim Standard for soil samples are: 400 PPM (parts per million) for play area's, 1200 PPM for building Perimeters and 1000 PPM for California Building Perimeters. AAT internal sop S204. The laboratory operates in accord with ISO 17025 guidelines and holds limited scopes of accreditation under AIHA-LAP and NY State DOH ELAP programs. These results are submitted pursuant to AAT LLC current terms and conditions of sale, including the company's standard warranty and limitation of liability provisions. Analytical results relate to the samples as received by the lab. AAT will not assume any liability or responsibility for the manner in which the results are used or interpreted. Reproduction of this document other than in its entirety is not permitted. AAT does not blank correct reported values. Sample data apply only to items analyzed. Samples are stored for 15 days following report date. \*= Validated modified method

AIHA LAP- Lab ID #100986, NY State DOH ELAP -Lab ID #11864, State of Ohio- Lab ID # 10042







30105 Beverly Road  
 Romulus, MI 48174  
 Ph: 734-629-8161; Fax: 734-629-8431

To : Environmental Testing and Consulting R  
 38900 Huron River Drive  
 Romulus, MI 48174

AAT Project : 497681  
 Client Project : 222873  
 Date Reported : 7/2/2019 6:11:20AM

Attn : Peggy Genson Email : labresults@2etc.com  
 Phone : 734-955-6600

Project Location : 2025 CLARK RD YPSILANTI MI 48198

Sample	Client Code	Analysis Requested	Completed	Analyst
4782260	FB-1	Dust Wipe	07/01/2019	Nathan Ditty
4782261	DW-1	Dust Wipe	07/01/2019	Nathan Ditty
4782262	DW-2	Dust Wipe	07/01/2019	Nathan Ditty
4782263	DW-3	Dust Wipe	07/01/2019	Nathan Ditty
4782264	DW-4	Dust Wipe	07/01/2019	Nathan Ditty
4782265	DW-5	Dust Wipe	07/01/2019	Nathan Ditty
4782266	DW-6	Dust Wipe	07/01/2019	Nathan Ditty
4782267	DW-7	Dust Wipe	07/01/2019	Nathan Ditty
4782268	DW-8	Dust Wipe	07/01/2019	Nathan Ditty
4782269	DW-9	Dust Wipe	07/01/2019	Nathan Ditty
4782270	DW-10	Dust Wipe	07/01/2019	Nathan Ditty
4782271	DW-11	Dust Wipe	07/01/2019	Nathan Ditty
4782272	DW-12	Dust Wipe	07/01/2019	Nathan Ditty
4782273	DW-13	Dust Wipe	07/01/2019	Nathan Ditty
4782274	DW-14	Dust Wipe	07/01/2019	Nathan Ditty
4782275	DW-15	Dust Wipe	07/01/2019	Nathan Ditty
4782276	DW-16	Dust Wipe	07/01/2019	Nathan Ditty
4782277	DW-17	Dust Wipe	07/01/2019	Nathan Ditty
4782278	DW-18	Dust Wipe	07/01/2019	Nathan Ditty
4782279	DW-19	Dust Wipe	07/01/2019	Nathan Ditty
4782280	DW-20	Dust Wipe	07/01/2019	Nathan Ditty
4782281	DW-21	Dust Wipe	07/01/2019	Nathan Ditty
4782282	FB-2	Dust Wipe	07/01/2019	Nathan Ditty
4782283	DW-22	Dust Wipe	07/01/2019	Nathan Ditty
4782284	DW-23	Dust Wipe	07/01/2019	Nathan Ditty
4782285	DW-24	Dust Wipe	07/01/2019	Nathan Ditty
4782286	DW-25	Dust Wipe	07/01/2019	Nathan Ditty

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AIHA LAP- Lab ID #100986, NY State DOH ELAP -Lab ID #11864, State of Ohio- Lab ID # 10042

Date Printed: 07/22/2019 9:36AM

AAT Project: 497681

Sample	Client Code	Analysis Requested	Completed	Analyst
4782287	DW-26	Dust Wipe	07/01/2019	Nathan Ditty
4782288	DW-27	Dust Wipe	07/01/2019	Nathan Ditty
4782289	DW-28	Dust Wipe	07/01/2019	Nathan Ditty
4782290	DW-29	Dust Wipe	07/01/2019	Nathan Ditty
4782291	DW-30	Dust Wipe	07/01/2019	Nathan Ditty
4782292	DW-31	Dust Wipe	07/01/2019	Nathan Ditty
4782293	DW-32	Dust Wipe	07/01/2019	Nathan Ditty
4782294	DW-33	Dust Wipe	07/01/2019	Nathan Ditty
4782295	DW-34	Dust Wipe	07/01/2019	Nathan Ditty
4782296	DW-35	Dust Wipe	07/01/2019	Nathan Ditty
4782297	DW-36	Dust Wipe	07/01/2019	Nathan Ditty
4782298	DW-37	Dust Wipe	07/01/2019	Nathan Ditty
4782299	DW-38	Dust Wipe	07/01/2019	Nathan Ditty
4782300	DW-39	Dust Wipe	07/01/2019	Nathan Ditty
4782301	DW-40	Dust Wipe	07/01/2019	Nathan Ditty
4782302	DW-41	Dust Wipe	07/01/2019	Nathan Ditty
4782303	DW-42	Dust Wipe	07/01/2019	Nathan Ditty
4782304	FB-3	Dust Wipe	07/01/2019	Nathan Ditty
4782305	DW-43	Dust Wipe	07/01/2019	Nathan Ditty
4782306	DW-44	Dust Wipe	07/01/2019	Nathan Ditty
4782307	DW-45	Dust Wipe	07/01/2019	Nathan Ditty
4782308	DW-46	Dust Wipe	07/01/2019	Nathan Ditty
4782309	SS1	Lead Soil	06/28/2019	Norman Cyr

**Reviewed By**

Quality Assurance Coordinator - Stephen Northcott

This report is intended for use solely by the individual or entity to which it is addressed. It may contain information that is privileged, confidential and otherwise exempt by law from disclosure. If the reader of this information is not the intended recipient or an employee of its intended recipient, you are herewith notified that any dissemination, distribution or copying of this information is strictly prohibited. If you have received this information in error, please notify AAT immediately. Thank you.

AIHA LAP- Lab ID #100986, NY State DOH ELAP -Lab ID #11864, State of Ohio- Lab ID # 10042

Date Printed: 07/22/2019 9:36AM

AAT Project: 497681





30105 BEVERLY ROAD  
ROMULUS, MI 48174  
PHONE: (734) 699-8227  
FAX: (734) 699-8407



RETURN SAMPLES: Y OR N

www.accurate-test.biz

CHAIN-OF-CUSTODY FORM

CLIENT: ETC CONTACT: TAMMY WALL  
 ADDRESS: 38900 HURON RIVER PHONE: 734-955-6600  
 ROMULUS, MI 48174 FAX: 734-955-6604  
 EMAIL: RESULTS@etc.com

PROJECT NAME: 2025 CLARK RD YPSILANT MI 48198  
 SAMPLE COLLECTOR: JONA TUNG P-08180  
 DATE COLLECTED: 6/26/2019 # 222873  
 PROJECT NUMBER:

LAB ID #	SAMPLE #	SAMPLE DESCRIPTION LOCATION/AREA	GRAM	# OF CONTAINERS	MATRIX (D=DUST, W=WATER, R=RAIL, S=SOIL, P=PAINT, B=BIOL)	AREA SAMPLED DUST WIPES (INCHES) SOIL (SQUARE FEET)	SAMPLE TYPE HF=HARD FLOOR CF=CARPETED FLOOR S=SKILL T=TROUGH P=PLAY AREA G=GARDEN O=OTHER	Includes Paint Chips? Yes or No	IS SURFACE SMOOTH & CLEANABLE? YES OR NO	REQUESTED ANALYSIS				
										Lead Dust	Lead Soil	Lead Paint	Lead H2O	
	FB-2	Field Blank				0 X 0	Blank	N/A	N/A	X				
	DW 22	GYM 34 HF - A	X	1	D	12 X 12	HF	No	Yes	X				
	DW 23	WOMEN LOCK 35 HF	X	1	D	12 X 12	HF	No	Yes	X				
	DW 24	CLASS 36 HF - A	X	1	D	12 X 12	HF	No	Yes	X				
	DW 25	CLASS 36 S - C	X	1	D	4 X 28 3/8	S	No	Yes	X				
	DW 26	CLASS 37 CF - A	X	1	D	12 X 12	CF	No	No	X				
	DW 27	CLASS 37 T - C	X	1	D	3/4 X 29 1/4	T	No	Yes	X				
	DW 28	CLASS 38 CF - C	X	1	D	12 X 12	CF	No	No	X				
	DW 29	CLASS 38 S - A	X	1	D	4 X 29	S	No	Yes	X				
	DW 30	CLASS 39 CF - C	X	1	D	12 X 12	CF	No	No	X				
	DW 31	CLASS 39 T - A	X	1	D	3/4 X 29 1/4	T	No	No	X				
	DW 32	CLASS 40 HF - C	X	1	D	12 X 12	HF	No	Yes	X				
	DW 33	CLASS 40 S - A	X	1	D	4 X 29	S	No	Yes	X				
	DW 34	OFC 41 HF - C	X	1	D	12 X 12	HF	No	Yes	X				
	DW 35	OFC 41 T - A	X	1	D	3/4 X 29 1/4	T	No	No	X				
	DW 36	MENS LOCK 42 HF - C	X	1	D	12 X 12	HF	No	Yes	X				
	DW 37	PRO SHOP 43 CF - A	X	1	D	12 X 12	CF	No	No	X				
	DW 38	PRO SHOP 43 S - B	X	1	D	3/4 X 25 1/2	S	No	Yes	X				
	DW 39	LOUNGE 44 CF - B	X	1	D	12 X 12	CF	No	No	X				
	DW 40	MENS 12 HF - C	X	1	D	12 X 12	HF	No	Yes	X				
	DW 41	WOMENS 13 HF - C	X	1	D	12 X 12	HF	No	Yes	X				
	DW 42	WOMENS 17 HF - A	X	1	D	12 X 12	HF	No	Yes	X				

COMMENTS: 1 OF SAMPLES SUBMITTED: SAMPLES RECEIVED: INITIALS:

SAMPLES SUBMITTED BY: [Signature] DATE: [ ]

TURNAROUND: SAME DAY STANDARD 3 DAYS

LAB USE ONLY: AM/PM AM/PM AM/PM

REMARKS: Emptying

SAMPLER'S SIGNATURE: [Signature]

SEALS INTACT UPON RECEIPT: Y N

SAMPLES PRESERVED: Y N



# ACCURATE ANALYTICAL TESTING LLC

RETURN SAMPLES: Y OR N

## CHAIN-OF-CUSTODY FORM

CLIENT: ETC	CONTACT: TAMMY WALL	PROJECT NAME: 2025 E CLARK, YPSI MI 48198
ADDRESS: 36900 HURON RIVER ROMULUS, MI 48174	PHONE: 734-955-6600 FAX: 734-955-6604 E-MAIL: gsbullis@etc.com	SAMPLE COLLECTOR: JONA TUNG, P-0818
		DATE COLLECTED: 6/26/2019 #722873
		PROJECT NUMBER:

LAB ID #	SAMPLE #	SAMPLE DESCRIPTION LOCATION/AREA	GRAB	# OF CONTAINERS	MATRIX (D=DUST, W=WATER, R=AIR, S=SOIL, P=PAINT, B=BULK)	AREA SAMPLED DUST WIPES (INCHES) SOIL (SQUARE FEET)	SAMPLE TYPE HF=HARD FLOOR CF=CARPETED FLOOR S=SILL T=TROUGH P=PLAY AREA G=GARDEN O=OTHER	Includes Paint Chips? Yes or No	IS SURFACE SMOOTH & CLEANABLE? YES OR NO	REQUESTED ANALYSIS				
										Lead Dust	Lead Soil	Lead Paint	Lead H2O	
	FB-3	Field Blank		1	D	0 X 0	Blank	N/A	N/A	X				
	DW-43	MENS 18 HF-A	X	1	D	12 X 12	HF	No	yes	X				
	DW-44	HALL 6 HF-C	X	1	D	12 X 12	HF	No	yes	X				
	DW-45	HALL 15 HF-A	X	1	D	12 X 12	HF	No	yes	X				
	DW-46	HALL 33 HF-B	X	1	D	12 X 12	HF	No	yes	X				
	DW-5		X	1	D					X				
	DW-6		X	1	D					X				
	DW-7		X	1	D					X				
	DW-8		X	1	D					X				
	DW-9		X	1	D					X				
	DW-10		X	1	D					X				
	DW-11		X	1	D					X				
	DW-12		X	1	D					X				
09	SSI	DRAPLINE B+C	X	5	S	140 #	0	No	-	X				

COMMENTS: 1 OF SAMPLES SUBMITTED: SAMPLES RECEIVED: INITIALS:

SAMPLES SUBMITTED BY: *Tammy Wall* SAMPLES RECEIVED BY: *Jona Tung* DATE: *6/26/2019*

TURNAROUND: SAME DAY STANDARD 3 BUSINESS DAYS

LAB USE ONLY: AM/PM AM/PM AM/PM

SAMPLES PRESERVED: Y N

SEALS INTACT UPON RECEIPT SAMPLES PRESERVED



September 4, 2019

Attn: Alison Rauss  
Tetra Tech  
710 Avis Drive, Suite 100  
Ann Arbor, MI 48108

**RE: Radon Testing at Ypsilanti Community Center  
ETC Project # 222873**

Dear Client:

Environmental Testing & Consulting, Inc. (ETC) has completed Radon Testing at the Ypsilanti Community Center. As per your request, the purpose of this testing was to sample and analyze for the radon level in the residential home.

Radon is a known human carcinogen. Prolonged exposures to elevated radon concentrations cause an increased risk of lung cancer. Radon is a leading cause of lung cancer among non-smokers. In the U.S., the USEPA estimates that 20,000 people die from radon-induced lung cancer annually. Radon gas decays into radioactive particles that can get trapped in lungs during breathing. As the particles break down, these particles release small bursts of energy, which can damage lung tissue and lead to lung cancer. The amount of time between exposure and the onset of the disease may be many years. Smoking combined with radon increases the health risks. However, not everyone exposed to elevated levels of radon will develop lung cancer.

Radon, a radioactive gas, is a hazardous indoor pollutant. It is colorless, odorless, and tasteless. Radon results from the natural decay of uranium that may be found in soils. Radon from soil gas is the main cause of radon problems. Radon gas may enter from the soil beneath a building and typically moves up through the ground to the air above and into a building through cracks and other openings in the foundation and walls. Typical cracks and openings include joints where the floor meets the wall, expansion joints in the floor, openings in the floor for pipes and wires, hollow masonry walls that penetrate the floor, and cavities inside walls.

Air pressure inside a building is sometimes lower than pressure in the soil under the foundation. Because of this difference in pressure, a building acts like a vacuum, drawing radon inside from the soil. Radon can be trapped inside a building, where it can build up. Any building may have a radon problem, including new and old homes, well-sealed and drafty buildings, and buildings with or without basements. The only way to know if elevated radon levels are present is to test.

ETC conducted radon testing located at the Ypsilanti Community Center. 2 First Alert short-term radon test kits were placed within the 1<sup>st</sup> floor IT room and 2 First Alert short-term radon test kits were placed within the 1<sup>st</sup> floor Utility room. The testing in the IT room was placed on June 25<sup>th</sup>, 2019 and retrieved on June 29<sup>th</sup>, 2019 and the testing in the Utility room was placed on August 21<sup>st</sup>, 2019 and retrieved on August 23<sup>rd</sup>, 2019 using recommended procedures. First Alert short-term radon test kits were sent to Pro Lab for analysis.

The amount of radon in the air is measured in picocuries per liter of air (pCi/L). The US EPA recommends to take action to reduce the level of radon in the air when concentrations are four (4) pCi/L or higher.

Pro-Lab reported the results of the tests for the four (4) radon test kits. The IT room sample #1 analytical results are 0.9 pCi/L. The IT room sample #2 results are 0.8 pCi/L. The Utility room sample #1 analytical results are 0.8 pCi/L. The IT room sample #2 results are 0.7 pCi/L. The analytical reports are attached to this report.

ETC is focused on improving the environmental health and safety in your community. It is our sincere hope that the information included above will prove effective in accomplishing that mission. Please contact me with any question or comments.

Respectfully submitted,



Robery Perry  
Project Manager

Office: (734) 955-6600  
Fax: (734) 955-6604  
Robert.Perry@2etc.com

Attached:

- Analytical Reports



TEST ID NUMBER: 1243831  
DATE RECEIVED: 07/03/2019  
REPORT DATE: 07/08/2019

LEO WALL  
38900 W. HURON RIVER DR.  
ROMULUS, MI 49174

**TEST LOCATION**  
2025 E. CLARK RD  
WAYNE  
YPSILANTI, MI 48198

This is a confidential report of the radon samples that were submitted to our laboratory for measurements of radon-222 levels. The results represent the amount of radon that was present in the air during the time of sampling. The radon is measured in our laboratory using the liquid scintillation method (EPA 402-R-92-004). This report will not be released to anyone without your permission except as required by individual state laws and guidelines.

## HERE ARE YOUR TEST RESULTS

<u>VIAL #</u>	<u>ROOM TESTED</u>	<u>DATE OPENED</u>	<u>DATE CAPPED</u>	<u>DATE ANALYZED</u>	<u>RADON LEVEL</u>
4554289	1ST FLOOR IT ROOM	Jun 25, 2019 11:00 AM	Jun 29, 2019 10:00 AM	Jul 04, 2019 2:51 AM	0.9 pCi/L
4701122	1ST FLOOR IT ROOM	Jun 25, 2019 11:00 AM	Jun 29, 2019 10:00 AM	Jul 04, 2019 3:01 AM	0.8 pCi/L

**AVERAGE RADON LEVEL (average result of two tests) : 0.9 pCi/L**

### THE EPA RECOMMENDS THAT YOU FIX YOUR HOME IF THE RADON LEVEL IS 4 PICOCURIES (PCi/L) OR HIGHER.

Please read the EPA Citizen's Guide to Radon at [www.epa.gov/radon/pubs/citguide.html](http://www.epa.gov/radon/pubs/citguide.html). Residents of New Jersey should read "Radon Testing and Mitigation: The Basics" at <http://njradon.org/download/mitbas.pdf>. Radon levels less than 4 pCi/L still pose a risk. You may want to take additional measurements because radon levels can vary with the seasons. You may also want to consider doing a long term test to determine the average radon concentrations over a longer period of time. If the radon level is 4.0 pCi/L or higher you should perform either a long-term test or a second short-term test. If the radon level is higher than 10 pCi/L you should perform a second short-term test immediately. **If you would like to learn how to lower your radon levels, or have other questions, please contact your state radon office at (800) 723-6642.**

#### LIMITATIONS OF DATA AND PRODUCT LIABILITY

PRO-LAB expressly disclaims any and all liability for any special, incidental, or consequential damages resulting directly or indirectly from the improper use of or improper interpretation of the radon product or its results. Any delays in receipt of the test sample by PRO-LAB shall be the sole responsibility of the purchaser and their legal remedy shall be limited to recourse with their chosen carrier. Additionally, PRO-LAB shall not be responsible for the improper placement of the test canister nor shall PRO-LAB be liable for results derived directly or indirectly from the improper placement of said test canister. PRO-LAB, its agents, its retailers, its distributors, and the manufacturers' sole liability are limited to the cost for the replacement of the test canister itself only.



Jose Figueroa, RMS

NRPP CERT# 109347 RT  
NRSB CERT # 18SS007

PRO-LAB NRSB # ARL0028  
PRO-LAB NEHA ID # 101461AL



James E. McDonnell IV

TEST ID NUMBER: 1252079  
DATE RECEIVED: 08/26/2019  
REPORT DATE: 08/28/2019

ROBERT PERRY  
38900 W HURON RIVER DR  
ROMULUS, MI 48174

**TEST LOCATION**  
2025 E. CLARK RD  
WASHTENAW  
YPSILANTI, MI 48198

This is a confidential report of the radon samples that were submitted to our laboratory for measurements of radon-222 levels. The results represent the amount of radon that was present in the air during the time of sampling. The radon is measured in our laboratory using the liquid scintillation method (EPA 402-R-92-004). This report will not be released to anyone without your permission except as required by individual state laws and guidelines.

## HERE ARE YOUR TEST RESULTS

<u>VIAL #</u>	<u>ROOM TESTED</u>	<u>DATE OPENED</u>	<u>DATE CAPPED</u>	<u>DATE ANALYZED</u>	<u>RADON LEVEL</u>
4781118	1ST FLOOR UTILITY ROOM	Aug 21, 2019 10:49 AM	Aug 23, 2019 3:47 PM	Aug 27, 2019 2:40 AM	0.8 pCi/L
4781364	1ST FLOOR UTILITY ROOM	Aug 21, 2019 10:49 AM	Aug 23, 2019 3:47 PM	Aug 27, 2019 2:51 AM	0.7 pCi/L

**AVERAGE RADON LEVEL (average result of two tests) : 0.8 pCi/L**

### THE EPA RECOMMENDS THAT YOU FIX YOUR HOME IF THE RADON LEVEL IS 4 PICOCURIES (PCi/L) OR HIGHER.

Please read the EPA Citizen's Guide to Radon at [www.epa.gov/radon/pubs/citguide.html](http://www.epa.gov/radon/pubs/citguide.html). Residents of New Jersey should read "Radon Testing and Mitigation: The Basics" at <http://njradon.org/download/mitbas.pdf>. Radon levels less than 4 pCi/L still pose a risk. You may want to take additional measurements because radon levels can vary with the seasons. You may also want to consider doing a long term test to determine the average radon concentrations over a longer period of time. If the radon level is 4.0 pCi/L or higher you should perform either a long-term test or a second short-term test. If the radon level is higher than 10 pCi/L you should perform a second short-term test immediately. **If you would like to learn how to lower your radon levels, or have other questions, please contact your state radon office at (800) 723-6642.**

#### LIMITATIONS OF DATA AND PRODUCT LIABILITY

PRO-LAB expressly disclaims any and all liability for any special, incidental, or consequential damages resulting directly or indirectly from the improper use of or improper interpretation of the radon product or its results. Any delays in receipt of the test sample by PRO-LAB shall be the sole responsibility of the purchaser and their legal remedy shall be limited to recourse with their chosen carrier. Additionally, PRO-LAB shall not be responsible for the improper placement of the test canister nor shall PRO-LAB be liable for results derived directly or indirectly from the improper placement of said test canister. PRO-LAB, its agents, its retailers, its distributors, and the manufacturers' sole liability are limited to the cost for the replacement of the test canister itself only.



Jose Figueroa, RMS

NRPP CERT# 109347 RT  
NRSB CERT # 18SS007

PRO-LAB NRSB # ARL0028  
PRO-LAB NEHA ID # 101461AL



James E. McDonnell IV

*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](http://www.ytown.org)

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# MEMORANDUM

TO: Ypsilanti Township Board of Trustees

FROM: Mike Hoffmeister, Director – Residential Services Department

DATE: February 4, 2020

RE: **Request authorization to Award the Bid to Best Asphalt for the Burns Park Tennis Court Renovation in the amount of \$155,859 to be paid out of line item #212-970.000-975.795 (Park Improvements) subject to approval of a budget amendment and authorization of signing of the contract with Best Asphalt subject to approval of the attorney.**

The Residential Services Department is requesting the Ypsilanti Township Board of Trustees to consider awarding the Burns Park Tennis Court Renovation project to Best Asphalt in the amount of \$155,859. We received five (5) bids which have been reviewed by Ypsilanti Township staff and our design consultant, Spicer Group. The recommendation to award the bid to Best Asphalt subject to approval of a budget amendment and authorization of signing of the contract subject to approval of the attorney.

Please find attached to this memo the bid award package.

Respectfully Submitted,

Mike Hoffmeister  
Director of Residential Services

February 6, 2020

Michael Hoffmeister  
Charter Township of Ypsilanti  
7200 S Huron River Dr  
Ypsilanti, MI 48197

RE: Burns Park Tennis and Pickleball Courts  
Recommendation of Contract Award

Mr. Hoffmeister:

We have received and tabulated contractor bids for the above-referenced project. The complete bid tabulation is attached, but below is a summary of the total bid prices submitted:

<u>Contractor</u>	<u>Total Bid Price</u>
Best Asphalt.....	\$155,839.00
S&J Asphalt.....	\$159,936.75
Nagle Paving.....	\$196,365.60
Blaze Contracting.....	\$234,345.00
Spence Brothers.....	\$237,997.11

We are recommending award of the contract to Best Asphalt, of Romulus, MI, at a contract price of \$155,839.00 subject to unit prices. Best Asphalt has a positive reputation based on similar work they have done in the area and we feel they are competent and qualified to perform the proposed work. Their bid package was complete with all required documents.

At your direction, we are prepared to issue a Notice of Award to the successful bidder, accompanied by an unexecuted copy of the Agreement. The contractor will then have 15 days to return a signed copy of the Agreement, along with their performance bond, payment bond, and certificate of insurance. The Village will then have 10 days to sign and return to the Contractor a fully executed Agreement. We also ask that representatives of the Township be given authorization to execute the Agreement, subject to review by legal counsel.

If you have any questions or need further clarification, please feel free to contact us.

Sincerely,



**Kevin Wilks, P.E.**  
Project Manager  
**SPICER GROUP, INC.**  
125 Helle Blvd., Suite 2  
Dundee, MI 48131  
Cell: (616) 550-7837

CC: SGI File

BIDS FOR: BURNS PARK TENNIS AND PICKLEBALL COURTS  
CHARTER TOWNSHIP OF YPSILANTI

TAKEN ON: Wednesday, February 5, 2020

BIDDERS>>

Item No.	Estimated Quantity	Unit	Description	Best Asphalt Romulus, MI		S&J Asphalt Paving Canton, MI		Nagle Paving Novi, MI		Blaze Contracting Detroit, MI		Spence Brothers Ann Arbor, MI	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1.	1	Each Court	Tennis Court Equipment	\$3,250.00	\$3,250.00	\$2,500.00	\$2,500.00	\$8,130.00	\$8,130.00	\$4,506.00	\$4,506.00	\$3,066.00	\$3,066.00
2.	2	Each Court	Pickleball Court Equipment	\$3,250.00	\$6,500.00	\$2,350.00	\$4,700.00	\$4,410.00	\$8,820.00	\$4,370.00	\$8,740.00	\$3,065.50	\$6,131.00
3.	1,627	Sq. Yd.	HMA Surface Removal	\$18.00	\$29,286.00	\$4.75	\$7,728.25	\$16.00	\$26,032.00	\$9.00	\$14,643.00	\$13.79	\$22,436.33
4.	1	Lump Sum	Tennis Equipment Removal	Lump Sum	\$2,500.00	Lump Sum	\$1,500.00	Lump Sum	\$1,500.00	Lump Sum	\$5,494.00	Lump Sum	\$2,299.00
5.	482	Lin. Ft.	Fence Removal	\$6.00	\$2,892.00	\$3.75	\$1,807.50	\$6.30	\$3,036.60	\$16.50	\$7,953.00	\$11.22	\$5,408.04
6.	150	Ton	HMA 13A Base Course	\$145.00	\$21,750.00	\$170.00	\$25,500.00	\$165.00	\$24,750.00	\$194.00	\$29,100.00	\$272.03	\$40,804.50
7.	150	Ton	HMA 36A Wearing Course	\$165.00	\$24,750.00	\$265.00	\$39,750.00	\$200.00	\$30,000.00	\$285.00	\$42,750.00	\$232.62	\$34,893.00
8.	1	Lump Sum	Acrylic Sport Surface	Lump Sum	\$12,000.00	Lump Sum	\$13,000.00	Lump Sum	\$13,000.00	Lump Sum	\$12,321.00	Lump Sum	\$18,391.00
9.	1	Each Court	Tennis Court Striping	\$650.00	\$650.00	\$800.00	\$800.00	\$720.00	\$720.00	\$685.00	\$685.00	\$1,227.00	\$1,227.00
10.	2	Each Court	Pickleball Court Striping	\$450.00	\$900.00	\$500.00	\$1,000.00	\$420.00	\$840.00	\$399.00	\$798.00	\$766.50	\$1,533.00
11.	55	Lin. Ft.	Fencing, 4 Foot	\$43.00	\$2,365.00	\$75.00	\$4,125.00	\$108.60	\$5,973.00	\$99.00	\$5,445.00	\$43.56	\$2,395.80
12.	10	Lin. Ft.	Fencing, 10 Foot	\$67.00	\$670.00	\$70.00	\$700.00	\$12.00	\$120.00	\$232.00	\$2,320.00	\$76.70	\$767.00
13.	482	Lin. Ft.	Fencing, 10 Foot, Salvaged	\$60.00	\$28,920.00	\$55.00	\$26,510.00	\$92.00	\$44,344.00	\$84.00	\$40,488.00	\$60.60	\$29,209.20
14.	482	Lin. Ft.	Fence Strip Footing	\$33.00	\$15,906.00	\$38.00	\$18,316.00	\$50.00	\$24,100.00	\$67.00	\$32,294.00	\$58.82	\$28,351.24
15.	1	Lump Sum	Restoration	Lump Sum	\$3,500.00	Lump Sum	\$12,000.00	Lump Sum	\$5,000.00	Lump Sum	\$26,808.00	Lump Sum	\$41,085.00
<b>TOTAL AMOUNT OF BID</b>					<b>\$155,839.00</b>		<b>\$159,936.75</b>		<b>\$196,365.60</b>		<b>\$234,345.00</b>		<b>\$237,997.11</b>

Highlighted cells indicate errors in submitted bid. Unit Prices take precedence over total prices.



**NOTICE OF AWARD**

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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 Courts	Contract Name:	
Bidder:	Best Asphalt		
Bidder's Address:	6334 N Beverly Plaza Romulus, MI 48174		

**TO BIDDER:**

You are notified that Owner has accepted your Bid dated February 5, 2020 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Burns Park Tennis & Pickleball Courts.

The Contract Price of the awarded Contract is: \$ 155,839.00 subject to unit prices.

5 unexecuted copies of the Contract Documents accompany this Notice of Award. A set of Drawings will be delivered separately.

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 5 copies of the Contract Documents, with the Agreements fully executed by Bidder.
2. Deliver with the executed Contract Documents 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.

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.

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Owner:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

By:

By:

Title:

Title:

Copy: Engineer

# OTHER BUSINESS

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# **BOARD MEMBER UPDATES**

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