

CHARTER TOWNSHIP OF
YPSILANTI BOARD OF TRUSTEES

Supervisor

BRENDA L. STUMBO

Clerk

KAREN LOVEJOY ROE

Treasurer

LARRY J. DOE

Trustees

STAN ELDRIDGE

HEATHER JARRELL ROE

MONICA ROSS WILLIAMS

JIMMIE WILSON, JR.

May 5, 2020

Regular Meeting – 7:00 p.m.

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



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

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

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

REGULAR MEETING AGENDA

TUESDAY, MAY 5, 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 APRIL 21, 2020 WORK SESSION AND REGULAR MEETING
 - B. STATEMENTS AND CHECKS
 1. STATEMENTS AND CHECKS FOR MAY 5, 2020 IN THE AMOUNT OF \$662,743.50
5. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

NEW BUSINESS

1. REQUEST TO APPROVE THE FOURTH ADDENDUM WITH WASTE MANAGEMENT TO EXTEND SERVICES THROUGH SEPTEMBER 30, 2020 CONTINGENT UPON APPROVAL OF THE INSURANCE AND PERFORMANCE BOND BY THE TOWNSHIP ATTORNEY
2. REQUEST AUTHORIZATION TO APPROVE THE CONTRACT WITH BEST ASPHALT TO COMPLETE PHASE II OF THE GROVE RD PATHWAY IN THE AMOUNT OF \$225,869.50 BUDGETED IN LINE ITEM #212-970-000-997-007
3. REQUEST TO APPROVE THE SECOND AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR LOCAL ROAD IMPROVEMENTS IN THE AMOUNT OF \$76,375.00 BUDGETED IN LINE ITEM #101-446-000-818-022
4. REQUEST TO SUSPEND YPSILANTI TOWNSHIP CHIPPING OPERATIONS EFFECTIVE MAY 29, 2020
5. REQUEST FOR VOTE OF NO CONFIDENCE FOR CLERK KAREN LOVEJOY ROE
6. BUDGET AMENDMENT #5

AUTHORIZATIONS AND BIDS

1. REQUEST TO SEEK PROPOSALS FOR A PREFERRED NETWORK PROVIDER

OTHER BUSINESS

BOARD MEMBER UPDATES

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



Charter Township of Ypsilanti

Clerk's Office

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

**Charter Township of Ypsilanti
Public Meeting Notice
Board of Trustees Regular Meeting
May 5, 2020 7:00pm**

PLEASE TAKE NOTICE that the Charter Township of Ypsilanti Board of Trustees will hold a Regular Meeting scheduled for **May 5, 2020 at 7:00pm**. This meeting will be conducted virtually (online and/or by phone), due to health concerns surrounding Coronavirus/COVID-19 under the Governor of Michigan's Executive Orders 2020-48 and 2020-59.

Public comment will be handled by the "Raise Hand" method as instructed below within Participant Controls.

To comply with the Americans with Disabilities Act (ADA), Any citizen requesting accommodation to attend this meeting, and/or to obtain this notice in alternate formats, please contact Clerk's Office at 734-484-4700, at least two business days prior to the meeting.

Meeting Information:

Hi there,

You are invited to a Zoom webinar.

When: May 5, 2020 07:00 PM Eastern Time (US and Canada)

Topic: Township Board of Trustees Regular Meeting May 5, 2020

Please click the link below to join the webinar:

<https://ytown.zoom.us/j/94016006065>

Or iPhone one-tap :

US: +19292056099,,94016006065# or +13017158592,,94016006065#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799

Webinar ID: 940 1600 6065

International numbers available: <https://ytown.zoom.us/u/apbilvG4t>

Zoom Instructions for Participants

To join the conference by phone:

1. On your phone, dial the teleconferencing number provided above.
2. Enter the Meeting ID number (also provided above) when prompted using your touch- tone (DTMF) keypad.

Before a videoconference:

1. You will need a computer, tablet, or smartphone with speaker or headphones. You will have the opportunity to check your audio immediately upon joining a meeting.
2. Details, phone numbers, and links to videoconference or conference call is provided below. The details include a link to “Join via computer” as well as phone numbers for a conference call option. It will also include the 9-digit Meeting ID.

To join the videoconference:

1. At the start time of your meeting, enter the link to join via computer. You may be instructed to download the Zoom application.
2. You have an opportunity to test your audio at this point by clicking on “Test Computer Audio.” Once you are satisfied that your audio works, click on “Join audio by computer.”

You may also join a meeting without the link by going to join.zoom.us on any browser and entering the Meeting ID provided.

If you are having trouble hearing the meeting, you can join via telephone while remaining on the video conference:

1. On your phone, dial the teleconferencing number.
2. Enter the Meeting ID number (also provided above) when prompted using your touch- tone (DTMF) keypad.
3. If you have already joined the meeting via computer, you will have the option to enter your 2- digit participant ID to be associated with your computer.

Participant controls in the lower left corner of the Zoom screen:



Using the icons in the lower left corner of the Zoom screen, you can:

- Mute/Unmute your microphone (far left)
- Turn on/off camera (“Start/Stop Video”)
- Invite other participants
- View Participant list – opens a pop-out screen that includes a “Raise Hand” icon that you may use to raise a virtual hand during Call to the Public
- Change your screen name that is seen in the participant list and video window
- Share your screen

Somewhere (usually upper right corner on your computer screen) on your Zoom screen you will also see a choice to toggle between “speaker” and “gallery” view. “Speaker view” shows the active speaker. “Gallery view” tiles all of the meeting participants.

If you have any further questions or concerns, please call 734-484-4700 or email Clerk Karen Lovejoy Roe at klovejoyroe@ytown.org or Deputy Clerk Lisa Stanfield at lstanfield@ytown.org.

PUBLIC COMMENTS

CONSENT AGENDA

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

Supervisor Stumbo called the meeting to order at approximately 7:00 p.m. on a Zoom Virtual Board meeting. Supervisor Stumbo stated because this meeting is on Zoom we would not be able to do The Pledge of Allegiance or a moment of silent prayer. Supervisor Stumbo asked that they remember Art Serafinski, a former Township Employee who passed away from Covid-19 as well as other people in our community. Supervisor Stumbo asked for prayers for everyone to stay safe and do whatever we can to keep people safe in our community, in our County, and in our Country.

Members Present: Supervisor Stumbo, Clerk Lovejoy Roe, Treasurer Doe
Trustees: Stan Eldridge, Heather Jarrell Roe
Monica Ross-Williams, and
Jimmie Wilson (joined at 7:10pm)

Members Absent: none

Legal Counsel: Wm. Douglas Winters

PUBLIC HEARING

**A. 7:00PM – RESOLUTION 2020-09, CREATION OF NEIGHBORHOOD
STREETLIGHT SPECIAL ASSESSMENT DISTRICT #218 FOR VILLAGE AT
MAJESTIC LAKES AND MAJESTIC LAKES ESTATES (PUBLIC HEARING SET
AT THE MARCH 3, 2020 REGULAR MEETING)**

Supervisor Stumbo declared the Public Hearing opened at 7:01PM.

No Public Comments.

Supervisor Stumbo declared the Public Hearing closed at 7:02PM.

Clerk Lovejoy Roe read an email she received from Mr. Matthew Petty, Township Resident who stated he received the letter regarding the streetlights and cameras for his neighborhood and he thought it was great. (see attached)

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve Resolution 2020-09, Creation of Neighborhood Streetlight Special Assessment District #218 for Village at Majestic Lakes and Majestic Lakes Estates (Public Hearing Set at the March 3, 2020 Regular Meeting) (see attached)

Jarrell Roe.....Yes	Eldridge.....Yes	Ross-Williams.....Yes
Lovejoy Roe.....Yes	Stumbo..... Yes	Doe.....Yes

Trustee Wilson – absent for vote

The motion carried unanimously.

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MINUTES OF THE APRIL 21, 2020 BOARD MEETING
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PUBLIC COMMENTS

There were no public comments.

CONSENT AGENDA

A. MINUTES OF THE MARCH 3, 2020 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR MARCH 17, 2020 IN THE AMOUNT OF \$1,018,863.14**
- 2. CHOICE HEALTH CARE DEDUTIBLE ACH EFT FOR FEBRUARY 2020 IN THE AMOUNT OF \$47,109.23**
- 3. CHOICE HEALTH CARE ADMIN FEE FOR FEBRUARY 2020 IN THE AMOUNT OF \$1,201.50**
- 4. STATEMENTS AND CHECKS FOR APRIL 7, 2020 IN THE AMOUNT OF \$1,464,561.28**
- 5. STATEMENTS AND CHECKS FOR APRIL 21, 2020 IN THE AMOUNT OF \$833,206.50**
- 6. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR MARCH 2020 IN THE AMOUNT OF \$56,570.88**
- 7. CHOICE HEALTH CARE ADMIN FEE FOR MARCH 2020 IN THE AMOUNT OF \$1,173.00**

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

Jarrell Roe.....Yes	Eldridge.....Yes	Ross-Williams.....Yes
Lovejoy Roe.....Yes	Stumbo..... Yes	Doe.....Yes

Trustee Wilson – absent for vote

The motion carried unanimously.

C. FEBRUARY 2020 TREASURER’S REPORT

D. MARCH 2020 TREASURER’S REPORT

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve the Treasurer’s Report.

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MINUTES OF THE APRIL 21, 2020 BOARD MEETING
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Jarrell Roe.....Yes Eldridge.....Yes Ross-Williams.....Yes
Lovejoy Roe.....Yes Stumbo..... Yes Doe.....Yes

The motion carried unanimously.

ATTORNEY REPORT

1. GENERAL LEGAL UPDATE

Attorney Winters stated that it was good to see the Board Members faces since it has been several weeks since the last board meeting. He said that although it has been challenging at times all the Officials and the Township Employees have been very helpful keeping the Township conducting business, still moving forward but from a distance using this technology. He said he would like everyone to stay safe and hope it will be soon seeing everyone face to face again.

NEW BUSINESS

1. REQUEST TO APPROVE THE FIFTH AMENDMENT TO THE MASTER DEED OF CRYSTAL PONDS CONDOMINIUM

A motion was made by Clerk Lovejoy Roe supported by Trustee Eldridge to Approve the Fifth Amendment to the Master Deed of Crystal Ponds Condominium (see attached).

Supervisor Stumbo asked Attorney Winters if the Amendment was in proper form. Attorney Winters stated that he had examined it and it was in proper form.

Jarrell Roe.....Yes Eldridge.....Yes Ross-Williams.....Yes
Lovejoy Roe.....Yes Stumbo..... Yes Wilson.....Yes
Doe.....Yes

The motion carried unanimously.

2. REQUEST TO APPROVE AMENDMENT TO THE WASHTENAW COUNTY PARKS AND RECREATION BORDER TO BORDER TRAIL SEGMENT FOR BRIDGE RD. TO SNOW RD. IN THE AMOUNT OF \$200,000.00

A motion was made by Trustee Jarrell Roe, supported by Trustee Eldridge to Approve the Amendment to the Washtenaw County Parks and Recreation Border to Border Trail Segment for Bridge Rd. to Snow Rd. in the Amount of \$200,000.00 (see attached).

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Mike Hoffmeister, Residential Services Director stated this was 100% funded by Washtenaw County Parks and Recreation. He said it was to complete the Border to Border Trail North of Hydro Park.

Supervisor Stumbo stated that no Ypsilanti Township taxes will go for this project because it was 100% funded by Washtenaw County Parks and Recreation.

Jarrell Roe.....Yes Eldridge.....Yes Ross-Williams.....Yes
Lovejoy Roe.....Yes Stumbo..... Yes Wilson.....Yes
Doe.....Yes

The motion carried unanimously.

3. REQUEST TO APPROVE AGREEMENT WITH OHM FOR CONSTRUCTION PHASE ENGINEERING SERVICES FOR THE GROVE ROAD PATHWAY FOR NORTH HYDRO PARK AND SNOW RD. TO RAWSONVILLE RD. IN THE AMOUNT OF \$23,885.00 TO BE BUDGETED IN LINE ITEM #212-970-000-997-000 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve Agreement with OHM for Construction Phase Engineering Services for the Grove Road Pathway for North Hydro Park and Snow Rd. to Rawsonville Rd. in the Amount of \$23,885.00 to be budgeted in Line Item #212-970-000-997-000 Contingent Upon Approval of the Budget Amendment (see attached).

Mike Hoffmeister, Residential Services Director stated this was for the construction Services from OHM for the previous agenda item that is also 100% funded from Washtenaw County Parks and Recreation.

Jarrell Roe.....Yes Eldridge.....Yes Ross-Williams.....Yes
Lovejoy Roe.....Yes Stumbo..... Yes Wilson.....Yes
Doe.....Yes

The motion carried unanimously.

4. REQUEST TO APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE ANN ARBOR YMCA AND YPSILANTI TOWNSHIP FOR SUMMER DAY CAMP PROGRAMS BEING HELD AT THE COMMUNITY CENTER

A motion was made by Trustee Jarrell Roe, supported by Trustee Eldridge to Approve a Memorandum of Understanding Between the Ann Arbor YMCA and Ypsilanti Township for Summer Day Camp Programs being Held at the Community Center (see attached).

Mike Hoffmeister, Residential Services Director stated this was an agreement with the YMCA for summer camps to be held at Ypsilanti Township Community Center. He said this was a way for the YMCA to be involved in programs in the Township

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prior to them possibly opening a YMCA in Ypsilanti Township in the near future. He said they would assist the Township in filling the void by providing the summer camps at our Community Center servicing the Ypsilanti Township community.

Jarrell Roe.....Yes Eldridge.....Yes Ross-Williams.....Yes
Lovejoy Roe.....Yes Stumbo.....Yes Wilson.....Yes
Doe.....Yes

The motion carried unanimously.

5. REQUEST TO APPROVE LETTER OF AGREEMENT WITH SPICER GROUP FOR MATERIALS TESTING AND INSPECTION RELATED TO THE BURNS PARK TENNIS AND PICKLEBALL COURTS IN THE AMOUNT OF \$7,500.00 BUDGETED IN LINE ITEM #101-774-000-808-011

A motion was made by Trustee Eldridge, supported by Treasurer Doe to Approve Letter of Agreement with Spicer Group for Materials Testing and Inspection Related to the Burns Park Tennis and Pickleball Courts in the Amount of \$7,500.00 Budgeted in Line Item #101-774-000-808-011 (see attached).

Mike Hoffmeister, Residential Services Director stated this was an agreement with Spicer Group for material testing and inspection of the Tennis and Pickleball Courts at Burns Park.

Supervisor Stumbo asked when this project would start and an estimation for completion.

Kevin Wilks, Spicer Group, stated they have been in contact with the Contractors and they assure him that this project would be the first on their list when the Stay At Home order is lifted. He said if there were no more extensions to the Stay At Home order they anticipate the completion date to be June 15, 2020.

Supervisor Stumbo stated this was a priority for the Park Commission due to safety issues with the tennis courts.

Trustee Ross-Williams stated she was thankful for Mike Hoffmeister moving this forward and glad that this was being done because this was a project that Art Serafinski pushed for when she was on the Park Commission.

Jarrell Roe.....Yes Eldridge.....Yes Ross-Williams.....Yes
Lovejoy Roe.....Yes Stumbo.....Yes Wilson.....Yes
Doe.....Yes

The motion carried unanimously.

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MINUTES OF THE APRIL 21, 2020 BOARD MEETING
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6. REQUEST TO GRANT AND CONVEY AN EASEMENT FOR STORM AND ROAD DRAINAGE PURPOSES ON GROVE ROAD AT LOONFEATHER PARK TO THE WASHTENAW COUNTY ROAD COMMISSION

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve the Request to Grant and Convey an Easement for Storm and Road Drainage Purposes on Grove Road at Loonfeather Park to the Washtenaw County Road Commission (see attached).

Supervisor Stumbo asked Attorney Winters if this was in proper form.

Attorney Winters stated it was in proper form and said this easement came about due to all the stabilization work the Road Commission had completed on Grove Road.

Clerk Lovejoy Roe thanked Attorney Winters for all the work he had done with this project because it was many hours of work to put this together and making sure the Township interests were protected. She said Attorney Winters made sure we didn't violate any rules because Loonfeather Park was originally paid for with Grant money and there were strict guidelines attached to the grant.

Jarrell Roe.....Yes Eldridge.....Yes Ross-Williams.....Yes
Lovejoy Roe.....Yes Stumbo.....Yes Wilson.....Yes
Doe.....Yes

The motion carried unanimously.

7. REQUEST TO APPROVE AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR THE INSTALLATION OF A PEDESTRIAN CROSSING ON HEWITT RD. CROSSING AT BURNS AVENUE TO HARDING AVENUE IN THE AMOUNT OF \$79,185.00 BUDGETED IN LINE ITEM #101-446-000-818-022 AND TO APPROVE A TRAFFIC CONTROL DEVICE AGREEMENT FOR MAINTENANCE OF THE DEVICE

A motion was made by Trustee Eldridge, supported by Trustee Jarrell Roe to Approve Agreement with the Washtenaw County Road Commission for the Installation of a Pedestrian Crossing on Hewitt Rd. Crossing at Burns Avenue to Harding Avenue in the Amount of \$79,185.00 Budgeted in Line Item #101-446-000-818-022 and to Approve a Traffic Control Device Agreement for Maintenance of the Device (see attached).

Supervisor Stumbo stated that there was a very dangerous pedestrian crossing on Hewitt Road. She said our Neighborhood Watch Coordinator was hit by a vehicle at this crossing and was seriously injured. She said they were moving the crossing to a safer location on Hewitt Road and added a sidewalk project to it.

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Jarrell Roe.....Yes Eldridge.....Yes Ross-Williams.....Yes
Lovejoy Roe.....Yes Stumbo.....Yes Wilson.....Yes
Doe.....Yes

The motion carried unanimously.

8. REQUEST TO APPROVE AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR LOCAL ROAD DUST CONTROL IN THE AMOUNT OF \$5,847.93 BUDGETED IN LINE ITEM #212-212-000-818-006

A motion was made by Trustee Eldridge, supported by Trustee Ross-Williams to Approve Agreement with the Washtenaw County Road Commission for Local Road Dust Control in the Amount of \$5,847.93 Budgeted in Line Item #212-212-000-818-006 (see attached).

Supervisor Stumbo stated that this was something that is done every year.

Jarrell Roe.....Yes Eldridge.....Yes Ross-Williams.....Yes
Lovejoy Roe.....Yes Stumbo.....Yes Wilson.....Yes
Doe.....Yes

The motion carried unanimously.

9. REQUEST TO NEGOTIATE THE SELL OF TOWNSHIP PROPERTY LOCATED AT 20 BROADMOOR AVE. (K-11-02-457-007), 24 LAKEWOOD AVE. (K-11-02-457-008) AND 30 LAKEWOOD AVE. (K-11-02-457-009) TO SCOTT CHATFIELD

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve the Request to Negotiate the Sell of Township Property Located at 20 Broadmoor Ave. (K-11-02-457-007), 24 Lakewood Ave. (K-11-02-457-007), and 30 Lakewood Ave. (K-11-02-457-009) to Scott Chatfield.

Wilson.....Yes Doe.....Yes Stumbo.....Yes
Lovejoy Roe.....Yes Ross-Williams....Yes Eldridge.....Yes
Jarrell Roe.....Yes

The motion carried unanimously.

10. REQUEST TO WAIVE THE FINANCIAL POLICY AND APPROVE A GENERAL SERVICES AGREEMENT WITH UIS FOR PREVENTATIVE AND EMERGENCY SERVICES FOR THE HYDRO STATION ON AN AS NEEDED BASIS

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve to Waive the Financial Policy and Approve a General Services Agreement with UIS for Preventative and Emergency Services for the Hydro Station on an as Needed Basis (see attached).

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**Wilson.....Yes Doe.....Yes Stumbo.....Yes
Lovejoy Roe.....Yes Ross-Williams....Yes Eldridge.....Yes
Jarrell Roe.....Yes**

The motion carried unanimously.

11. REQUEST TO WAIVE THE FINANCIAL POLICY AND APPROVE THE PROPOSAL FROM UIS TO REPLACE THE EXISTING PROGRAMMABLE LOGIC CONTROLLER AT THE HYDRO STATION IN THE AMOUNT OF \$54,045.00 BUDGETED IN LINE ITEM #252-252-000-976-000

A motion was made by Trustee Eldridge, supported by Trustee Jarrell Roe to Approve to Waive the Financial Policy and Approve the Proposal from UIS to Replace the Existing Programmable Logic Controller at the Hydro Station in the Amount of \$54,045.00 Budgeted in Line Item #252-252-000-976-000 (see attached).

**Wilson.....Yes Doe.....Yes Stumbo.....Yes
Lovejoy Roe.....Yes Ross-Williams....Yes Eldridge.....Yes
Jarrell Roe.....Yes**

The motion carried unanimously.

12. REQUEST TO APPROVE AN AGREEMENT WITH THE NATIONAL KIDNEY FOUNDATION FOR ENHANCED FITNESS CLASSES AT THE COMMUNITY CENTER

A motion was made by Trustee Eldridge, supported by Trustee Ross-Williams to Approve an Agreement with the National Kidney Foundation for Enhanced Fitness Classes at the Community Center (see attached).

Attorney Winters said he wanted to thank Angela Verges and Mike Hoffmeister for doing an outstanding job keeping this moving forward.

Trustee Jarrell Roe stated that Supervisor Stumbo's name was misspelled on the Agreement and she wanted to make sure it was corrected before she signed it.

Supervisor Stumbo stated she had made the Clerks' Office aware of the mistake.

**Doe.....Yes Wilson.....Yes Stumbo.....Yes
Lovejoy Roe....Yes Ross-Williams.....Yes Eldridge.....Yes
Jarrell Roe.....Yes**

The motion carried unanimously.

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13. REQUEST TO APPROVE AGREEMENT OF SUBAWARD OF FEDERAL FINANCIAL ASSISTANCE WITH WASHTENAW COUNTY FOR FUNDS FOR THE SENIOR NUTRITION PROGRAM

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve Agreement of Subaward of Federal Financial Assistance with Washtenaw County for Funds for the Senior Nutrition Program (see attached).

Supervisor Stumbo stated that Attorney Winters had stated this agreement was in proper form. She stated that she was not sure if this program would be offered or it might be suspended because of the pandemic.

Trustee Ross-Williams asked if the funds would be held in an account if it was suspended so when the pandemic is over the program would resume.

Clerk Lovejoy Roe stated this program was funded at the federal level and funds were already allocated for the program.

Supervisor Stumbo stated if the program was suspended because of the pandemic and we lost the funds, the Township would not be responsible for funding the program.

Attorney Winters stated that if the funding was terminated the contract you have with this program would also be terminated.

Doe.....Yes	Wilson.....Yes	Stumbo.....Yes
Lovejoy Roe....Yes	Ross-Williams.....Yes	Eldridge.....Yes
Jarrell Roe.....Yes		

The motion carried unanimously.

14. REQUEST TO AUTHORIZE CIRCUIT COURT LITIGATION TO ABATE A PUBLIC NUISANCE AND ENFORCE REGULATORY ORDINANCES AT 979 ECORSE RD. BUDGETED IN LINE ITEM #101-950-000-801-023

A motion was made by Trustee Eldridge, supported by Trustee Ross-Williams to Request to Authorize Circuit Court Litigation to Abate a Public Nuisance and Enforce Regulatory Ordinances at 979 Ecorse Rd. Budgeted in Line Item #101-950-000-801-023.

Doe.....Yes	Wilson.....Yes	Stumbo.....Yes
Lovejoy Roe....Yes	Ross-Williams.....Yes	Eldridge.....Yes
Jarrell Roe.....Yes		

The motion carried unanimously.

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15. REQUEST TO PURCHASE UP TO THREE (3) AVIGILON CAMERAS FROM CONTI CORPORATION IN AN AMOUNT NOT TO EXCEED \$22,667.00 BUDGETED IN LINE ITEM #266-301-000-977-000 AND APPROVAL OF DTE AGREEMENT FOR INSTALLATION OF ONE STREETLIGHT ON HULL AVE. IN THE AMOUNT OF \$1,954.00 BUDGETED IN LINE ITEM #101-956-000-926-050 TO ENHANCE SAFETY AND LAW ENFORCEMENT AT NANCY PARK

A motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve Request to Purchase Up to Three (3) Avigilon Cameras from Conti Corporation in an Amount Not to Exceed \$22,667.00 Budgeted in Line Item #266-301-000-977-000 and Approval of DTE Agreement for Installation of One Streetlight on Hull Ave. in the Amount of \$1,954.00 Budgeted in Line Item #101-956-000-926-050 to Enhance Safety and Law Enforcement at Nancy Park.

Trustee Ross-Williams stated she was glad this was being done because there have been safety issues at the Park.

Doe.....Yes	Wilson.....Yes	Stumbo.....Yes
Lovejoy Roe....Yes	Ross-Williams.....Yes	Eldridge.....Yes
Jarrell Roe.....Yes		

The motion carried unanimously.

16. REQUEST TO SET A PUBLIC HEARING FOR THE CREATION OF STREETLIGHT SPECIAL ASSESSMENT DISTRICT FOR CRYSTAL PONDS ON MAY 19, 2020 AT APPROXIMATELY 7:00PM

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve Request to set a Public Hearing for the Creation of Streetlight Special Assessment District for Crystal Ponds on May 19, 2020 at Approximately 7:00PM.

Supervisor Stumbo stated this was initiated by the developer.

Clerk Lovejoy Roe stated that the developer has funded the purchase and installation costs for both the streetlights and the cameras. She said the assessment is for maintenance and electrical cost.

Supervisor Stumbo asked if this was for the complete subdivision.

Clerk Lovejoy Roe said it was for all new and existing residents.

Jarrell Roe.....Yes	Eldridge.....Yes	Ross-Williams.....Yes
Lovejoy Roe.....Yes	Stumbo.....Yes	Wilson.....Yes
Doe.....Yes		

The motion carried unanimously.

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MINUTES OF THE APRIL 21, 2020 BOARD MEETING
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**17. REQUEST TO SET A PUBLIC HEARING FOR THE CREATION OF A
NEIGHBORHOOD SECURITY CAMERA SPECIAL ASSESSMENT FOR DISTRICT
FOR CRYSTAL PONDS ON MAY 19, 2020 at Approximately 7:00PM**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve Request to Set a Public Hearing for the Creation of a Neighborhood Security Camera Special Assessment for District for Crystal Ponds on May 19, 2020 at Approximately 7:00PM.

Jarrell Roe.....Yes	Eldridge.....Yes	Ross-Williams.....Yes
Lovejoy Roe.....Yes	Stumbo.....Yes	Wilson.....Yes
Doe.....Yes		

The motion carried unanimously.

18. BUDGET AMENDMENT #4

A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Approve Budget Amendment #4 (see attached).

Jarrell Roe.....Yes	Eldridge.....Yes	Ross-Williams.....Yes
Lovejoy Roe.....Yes	Stumbo.....Yes	Wilson.....Yes
Doe.....Yes		

The motion carried unanimously.

AUTHORIZATIONS AND BIDS

**1. REQUEST TO SEEK PROPOSALS FOR A MANAGED DETECTION AND
RESPONSE SERVICE PROVIDER**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Request to Seek Proposals for a Managed Detection and Response Service Provider.

Jarrell Roe.....Yes	Eldridge.....Yes	Ross-Williams.....Yes
Lovejoy Roe.....Yes	Stumbo.....Yes	Wilson.....Yes
Doe.....Yes		

The motion carried unanimously.

BOARD MEMBER UPDATES

Trustees Eldridge said he would like to thank Jason and Charlotte for putting this zoom meeting together. He said he would like to extend his wishes for a speedy recovery to Deputy Rush and to thank the First

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Responders, Health Care Workers including Trustee Jarrell Roe and other essential workers who work on the front lines with this virus. He said he also thanked our Township residents and Township employees and asked that everyone stay safe.

Trustee Ross-Williams read a note from Mr. Water, township resident who said he was elderly and cannot take care of his lawn and now hires a contracted lawn service. She said he wrote that now he cannot have this service at his home because it's deemed non-essential. Trustee Ross-Williams said he wrote this service was essential to him.

Trustee Ross-Williams also thanked all the essential workers for their dedication.

Trustee Ross-Williams stated she sent her condolences to Art Serafinskis' family. She said he was a good guy who worked hard for recreation in the Township and for the Parks and Recreation Department.

Trustee Wilson said that they began making ventilators at the Rawsonville Ford Plant on April 20, 2020. He said they are working three shifts a day and have 300 employees for each shift. Trustee Wilson stated this project is slated to be completed by the end of July. He said it may go a little longer because they want to make sure there are a sufficient amount to stock pile if there was a need in the future. He said there was a lot in getting the plant ready for this project and that everything will have to have approval by the FDA.

Clerk Lovejoy Roe stated that its' been difficult for everyone keeping distance from people they love. She said its' especially hard when you lose someone and can't give or receive hugs for comfort. She said the Clerks' Office is continuing to respond to the residents needs with the staff working from home. She said she also sent her condolences to Art Serafinskis' family. She said she would like to send out a shout out to all her brothers and sisters at the UAW 898 Ford Rawsonville Plant and thanked them for the service during this time. Clerk Lovejoy Roe stated that under the leadership of Supervisor Stumbo all the staff at the Township were continuing to perform essential services remotely.

Clerk Lovejoy Roe said she is praying for our community and our country.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 21, 2020 BOARD MEETING
PAGE 13**

Clerk Lovejoy Roe stated there was still a need for election workers for the August, 2020 Primary Election and if someone is interested in working please contact the Clerk's Office. She said they are continuing to receive many requests for absentee voting.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Adjourn.

Jarrell Roe.....Yes	Eldridge.....Yes	Ross-Williams.....Yes
Lovejoy Roe.....Yes	Stumbo.....Yes	Doe.....Yes
Wilson.....Yes		

The motion carried unanimously.

The meeting was adjourned at approximately 7:59PM.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Charter Township of Ypsilanti

RESOLUTION NO. 2020-09

CREATION OF STREETLIGHT SPECIAL ASSESSMENT DISTRICT #218 VILLAGE AT MAJESTIC LAKES AND MAJESTIC LAKES ESTATES

WHEREAS, the Planned Development Agreement for Village at Majestic Lakes and Majestic Lakes Estates, which requires the installation of streetlights in the development. It is being requested of the Board of Trustees for the creation and establishment of special assessment district #218 for the purpose of defraying said cost of street lighting by special assessments against the property especially benefited; and

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

WHEREAS, on January 13, 2020 Brandon Faron of Detroit Edison Community Lighting Group prepared and submitted proposed plans to install street lighting for Village at Majestic Lakes and Majestic Lakes Estates, Ypsilanti Township, consisting of one hundred twenty five (125) parcels, which said plans included, *inter alia*, the installation of **“thirty two (32) 39w LED Basic Granvilles and thirty (32) Code 16 posts on concrete foundations”** with the cost of said improvements being approximately:

Total Estimate Construction Cost:	\$130,225.97
Total Lamp Charge For Three (3) Years:	\$22,728.96
Contribution (Cost minus 3 years revenue):	\$107,497.01
Total Annual Lamp Charges:	\$ 7,576.32

WHEREAS, on January 15, 2020 the Township Clerk received notification from the Township Assessor that the cost of providing a street light for Village at Majestic Lakes and Majestic Lakes Estates, Ypsilanti Township, consisting of 125 parcels, which said plans included, *inter alia*, the installation of **“thirty two (32) 39w LED Basic Granvilles and thirty (32) Code 16 posts on concrete foundations”** (construction costs of \$107,497.01 for the installation will not be included in the special assessment district and has been paid by the developer) will be **\$60.61** per parcel for a 3-year period; thereafter, said costs shall be estimated at **\$60.61** per parcel for street lighting, reflective of the current rates set by DTE as well as current electrical usage for the year,

WHEREAS, the Township Clerk has given notice to each record owner of or party in interest in property to be assessed, by first class mail, addressed to the record owner or party in interest at the address shown on the tax records, at least 10 (ten) days before the April 21, 2020 public hearing, setting forth the district affected in said petition, place and purpose of said public hearing to allow any interested person an opportunity to voice any objection which may be offered against creating said district; and

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

WHEREAS, on April 21, 2020, the Charter Township of Ypsilanti held a public hearing to hear any objections which may be offered against creating said special assessment district.

NOW THEREFORE, BE IT RESOLVED, that special assessment district #218 be created for the purpose of providing thirty two (32) streetlights for Village at Majestic Lakes and Majestic Lakes Estates, consisting of 125 parcels.

BE IT FURTHER RESOLVED, that the Township Board accepts the plans and estimate of costs as presented by Detroit Edison for Village at Majestic Lakes and Majestic Lakes Estates, consisting of 125 parcels, which said plans included, *inter alia*, the installation of **“thirty two (32) 39w LED Basic Granvilles and thirty (32) Code 16 posts on concrete foundations”** (construction costs of \$107,497.01 for the installation will not be included in the special assessment district and has been paid by the developer) will be **\$60.61** per parcel for a 3-year period; thereafter, said costs shall be estimated at **\$60.61** per parcel for street lighting, reflective of the current rates set by DTE as well as current electrical usage for the year,

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

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

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

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

**FIFTH AMENDMENT TO MASTER DEED OF
CRYSTAL POND CONDOMINIUMS**

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

1. Article V, Section 7 of the Bylaws is hereby amended and restated in its entirety to read as follows:

Section 7. Notification of FHLMC. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request therefor by FHLMC, the Association shall give the mortgagee and any guarantor of the mortgage written notice, at such address as the Association may from time to time be directed, (a) of any loss to or taking of the Common Elements of the Condominium, if the loss or taking exceeds \$10,000 in amount, or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC, if the damage exceeds \$1,000 in amount, and (b) any lapse, cancellation or material modification of any insurance policy maintained by the Association.

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

[SIGNATURE PAGE FOLLOWS]

Dated this ____ day of _____, 2020.

CRYSTAL POND CONDOMINIUMS ASSOCIATION, a Michigan nonprofit corporation

By: _____

Name: _____

Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, the _____ of Crystal Pond Condominiums Association, a Michigan nonprofit corporation, on behalf of the corporation.

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

Prepared by, and when recorded, return to:

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

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



Washtenaw County Parks and Recreation Commission

Contract # 51656.1

February 13, 2020

Charter Township of Ypsilanti
7200 Huron River Drive
Ypsilanti, MI 48197

Dear Madam Supervisor:

Washtenaw County Parks and Recreation wishes to amend our contract with your agency. Corporation Counsel has indicated that this amendment be accomplished by a letter signed by both parties. If this amendment is agreeable to you, please sign and return this letter. You will receive an executed copy upon completion.

Accordingly, I hereby amend the agreement between Washtenaw County and *Charter Township of Ypsilanti*, dated June 19, 2019, as follows.

Section 2.0 – Funding and Responsibilities of the Parties

Upon completion of services and submission of documentation and invoices, the County will reimburse Ypsilanti Charter Township an additional \$200,000.00, not to exceed \$200,000.00 total (Two hundred thousand *dollars*).

Original Total Construction Value	\$405,000.00
Increase to Construction Contract	<u>\$200,000.00</u>
New Total Construction Value	\$605,000.00

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

ATTESTED TO:

Washtenaw County Parks and
Recreation Commission

By: _____
Lawrence Kestenbaum Date
County Clerk/Register

By: _____
Coy P. Vaughn Date
Director, Parks & Recreation

Charter Township of Ypsilanti

By: Karen Lovejoy Roe
Karen Lovejoy Roe Date
Clerk April 22, 2020

By: Brenda Stumbo
Brenda Stumbo Date
Supervisor April 22, 2020

cc: County Clerk



April 13, 2020

Mr. Michael Hoffmeister
Township Residential Services Director
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197

RE: Grove Road Pathway – North Hydro Park, Snow Road to Rawsonville Road
Proposal for Construction Phase Engineering Services

Dear Mr. Hoffmeister:

OHM Advisors is pleased to submit this proposal for construction services for the Grove Road Pathway - Phase II project in the Charter Township of Ypsilanti. This project includes a new pathway through the North Hydro Park property, a trailhead connecting the new park pathway to existing pathway at Grove Road, and rehabilitation of the existing path on the north side of Grove Road from Snow Road to Rawsonville Road.

PROJECT UNDERSTANDING

The construction of the first phase of the Grove Road Pathway project was completed in September of 2019. Phase I connected Rawsonville Elementary School with pathway, along with additional connecting pathway between Bridge Road and Snow Road. The current project, Phase II, will construct a 10-foot wide HMA pathway through Township owned property (the former Rivergrove Condo site and North Hydro Park), along with the rehabilitation and placement of an 8-foot HMA pathway on the north side of Grove Road between Snow Road and Rawsonville Road. We understand this pathway is included in the Washtenaw County Parks and Recreation Commission's (WCPARC) "Border-to-Border" pathway/sidewalk initiative. This pathway is being constructed in partnership with WCPARC. Costs to cover the construction phase engineering services will be reimbursable through WCPARC.

For the project, construction services will be a collaborative effort between OHM Advisors, WCPARC, and G2 Consulting Group (G2). OHM Advisors (OHM) will be responsible for the construction services, including contract administration, construction engineering, staking and layout, and coordination with WCPARC, whom will be observing the project in the field. OHM will coordinate with our subconsultant, G2, who will be responsible for as-needed material and compaction testing, as well as mix design review.

SCOPE

Task 1 – Contract Administration, including preparation of a new contract with Best Asphalt

In good faith, OHM has worked with the Township, WCPARC, and Best Asphalt (the prime contractor from Phase I) to secure the same unit prices as the previous phase. Upon approval of this proposal, OHM will prepare appropriate contract documents as discussed with the Township Attorney to extend Phase II to Best with the 2019 unit prices. This good faith effort was completed in order to secure an available and trusted local contractor, who performed very well in Phase I and thereby locking-in competitively bid 2019-unit prices. This process saves both time and additional administrative effort as well as allowing the Township and WCPARC to take advantage of the competitive prices Best Asphalt submitted for Phase I. OHM Advisors has coordinated with WCPARC to modify the design and are currently preparing an amended contract book and additional plans for Phase II construction. In addition, OHM is securing new permits with the Washtenaw County Road Commission (WCRC). Additional contract administration tasks, such as



monthly pay estimates and a final balancing change order, including collection of all applicable final paperwork, will also be included in this task.

Task 2 – Construction Layout

OHM Advisors will provide construction survey layout services for the placement of the new pathway. This will include extensive effort for the initial placement of the stakes and one (1) additional staking to account for project phasing. Additional staking due to resident removal or accidental contractor removal is not included but can be performed on a time and materials basis if needed. Our construction engineer will also meet with the staking crew as well as WCPARC to make any alignment modifications prior to the start of construction.

OHM has already performed staking for the tree removal efforts, which required completion by March 31, 2020, in order to comply with the threatened and endangered species regulations. Tree removal was performed by WCPARC’s tree removal contractor.

Task 3 – Construction Engineering and Coordination with WCPARC

OHM Advisors will provide construction engineering services for this project on an as-needed basis. Construction engineering services will include, but are not limited to the following:

- Assistance with and attendance at one (1) pre-construction meeting.
- Advising the Township, WCPARC, or their designated representative(s) during construction.
- Reviewing shop drawings and material certification provided by the contractor.
- Answering Requests for Information (RFIs) from the contractor.
- Resolving construction conflicts (i.e. mismarked utilities, interpretation of the contract documents, etc.).
- As-needed weekly construction check-ins with the WCPARC inspector to verify pay items and provide the Township with updates.
- Attending final walkthrough inspection with WCPARC staff to develop a punch list and prepare final acceptance letter.
- Full-time on-site project inspection will be provided by WCPARC and has not been included in this scope of services.

Task 4 – Materials Testing

G2 Consulting Group will provide materials and density testing as required. Testing services include, but are not limited to the following:

- Proof-rolling observation for applicable subbase(s).
- Density testing for subbase and hot mix asphalt (HMA) pavement.
- Concrete testing.

FEE

OHM Advisors proposes to provide the above outlined professional construction services on an Hourly – Not to Exceed basis, in accordance with our 2020 Rate Schedule. Invoices will be sent monthly as work is performed.

Task 1 – Project Administration	\$ 4,535.00
Task 2 - Construction Layout	\$ 8,260.00
Task 3 - Construction Engineering	\$ 8,865.00
Task 4 - G2 Services (Materials Testing)	\$ 2,225.00
TOTAL	\$23,885.00 (Hourly - Not to Exceed)



DELIVERABLES

A new executed contract as well as a final pay estimate and final acceptance letter will be issued upon project completion as well as copies of the inspection reports (with sketches) for record information.

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)

Brenda Stumbo

Matthew D. Parks, P.E.

(Name)

Ms. Brenda Stumbo

Principal in Charge

(Title)

Township Supervisor

(Date)

April 22, 2020

(Signature)

Karen Lovejoy Roe

(Name)

Ms. Karen Lovejoy Roe

(Title)

Township Clerk

(Date)

April 22, 2020



**FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY**

Memorandum of Understanding

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

Goal:

Partnering to co-facilitate affordable, special-interest summer day camp programs that serve youth ages 5-16 in Eastern Washtenaw County. Both parties will strive to provide a range of complementary programs that cater to youth with interests in sports, arts, science and technology. As a pilot program, both Ypsilanti Township Recreation Department and the Ann Arbor YMCA will strive to make this experience positive, and financially sustainable for both parties.

Name of Program Covered by this MOU:

YMCA & Ypsilanti Township Recreation Department, Summer Day Camps

Brief Description of Program:

The Ann Arbor YMCA and Ypsilanti Township Recreation Department will provide 7 weeks of summer day camps beginning June 22, 2020. The program will end on August 7, 2020. The Ann Arbor YMCA will provide sports, arts (theater, dance, arts/crafts), girls empowerment camps. Ypsilanti Township Recreation Department will provide sports, cheerleading, Ninja Warrior and gymnastics camps. Each organization will provide staff to cover their respective programs.

Financial Compensation:

Each organization will assume responsibility for the operational needs of their respective programs, including, but not limited to registration/administrative support, staffing, insurance/general liability and marketing/communication.

The Ann Arbor YMCA will charge \$75/week (based on 4 hours/day, 5 days/week) for its programs and make financial assistance available to anyone that qualifies based on the HUD household income scale. *The Ann Arbor YMCA has agreed to pay Ypsilanti Township Recreation Department 10% of the net program fee revenue or \$250 per week, whichever is greater. Program fee revenue is defined as program fees collected, less any scholarship provided by the YMCA. This payment is to help offset any additional operating costs incurred (utilities, cleaning, basic facility staffing etc.) and the Ann Arbor YMCA will disburse payment for all weeks by September 20, 2020.*

Site(s) Where Program will be located: The program will operate from the Ypsilanti Township Recreation Department Community Center Building (2025 E. Clark Rd., Ypsilanti), and Community Center Park. YMCA programs will be located in the following rooms, according to the agreed upon schedule (see attached). YMCA camps will operate between 8:30 a.m. and 4:30 p.m. daily Monday-Friday according to the agreed upon program dates. YMCA staff may need to access facilities as early as 7:30 a.m. and as late as 5:30 p.m.

Target Population to be Served (grade levels or subpopulation):

Students ages 5-16 living in Washtenaw County.

Objectives:

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

Specifics

Ypsilanti Township Recreation Department agrees to:

1. Provide a member of staff that acts as the Program Coordinator in the delivery of the program. Work collaboratively with the Program Coordinator from the YMCA to ensure a safe, high-quality experience for all participants and staff including but not limited to: safe transition of youth from Ypsilanti Township to YMCA camps (and vice versa), communication with Y staff about facility schedules, emergency situations, parent communication, camp schedules etc.
2. Program oversight of programmatic and administrative function of all YTRD camps; collecting revenue from program participants, managing the registration process, and collecting necessary participant waivers and health forms.
3. Cover the cost of expense for any staff positions for camps offered by Ypsilanti Township Recreation Department program staff and associated vendors.
4. Ensure that any staff working with the program are First Aid and CPR certified. Ann Arbor YMCA will provide this training at a reduced rate to all Ypsilanti Township Recreation Department program staff.
5. Meet as necessary with designees of the Ann Arbor YMCA to review project progress and address any issues that may arise
6. Invite Ann Arbor YMCA staff and volunteers to participate in relevant staff training, if applicable.
7. Publicly recognize the work of the Ann Arbor YMCA related to this program. This may be in the form of newsletters, website, board meetings, press releases, etc.
8. Participate in data collection relevant to the program and will meet with the partner organization in September 2020 to review goals and objectives of the collaboration.
9. Assist the Ann Arbor YMCA with any necessary grant compliance data.
10. Assist the YMCA in identifying qualified individuals to serve in program leadership roles. Provide space to host camp information events, staff hiring events etc.
11. Assume shared liability for the facility and equipment being used.
12. Provide general cleaning and janitorial services to any rooms/areas being used for YMCA programs, as well as common spaces and bathrooms.

Ann Arbor YMCA agrees to:

1. Provide a member of staff that acts as the Program Coordinator in the delivery of the program. Work collaboratively with the Program Coordinator from

Ypsilanti Township Recreation Department to ensure a safe, high-quality experience for all participants and staff, including but not limited to: safe transition of youth from Ypsilanti Township to YMCA camps (and vice versa), communication with Y staff about facility schedules, emergency situations, parent communication, camp schedules etc.

2. Program oversight of programmatic and administrative function of all AA YMCA camps; collecting revenue from program participants, managing the registration process, and collecting necessary participant waivers and health forms.
3. Cover the cost of expense for any staff positions for camps offered by Ann Arbor YMCA program staff and associated vendors.
4. Provide First Aid and CPR training to all staff and volunteers working with YMCA camp programs. Staff will be required to gain the certification prior to beginning employment. Make First Aid and CPR training available, at a reduced rate to all Ypsilanti Township Recreation Department program staff.
5. Meet as necessary with designees of the Ypsilanti Township Recreation Department to review project progress and address any issues that may arise
6. Invite Ypsilanti Township Recreation Department staff and volunteers to participate in relevant staff training, if applicable.
7. Publicly recognize the work of the Ypsilanti Township Recreation Department related to this program. This may be in the form of newsletters, website, board meetings, press releases, etc.
8. Participate in data collection relevant to the program and will meet with the partner organization by September 2020 to review goals and objectives of the collaboration.
9. Assist Ypsilanti Township Recreation Department with any necessary grant compliance data.
10. Assume shared liability for the facility and equipment being used.

Liability, Insurance and Indemnification:

Tenant's Insurance

Coverages: Tenant shall purchase and maintain in force, at its own cost and expense, from the date Landlord first delivers possession of the Premises, throughout the term of this Lease, and at all times during Tenant's occupancy under this Lease: (i) a policy or policies of insurance with coverage at least as broad as ISO Special Form Coverage insuring risks of physical loss or damage (commonly known as "all risk"), to the extent of one hundred percent (100%) of the insurable full replacement value thereof, all property and fixtures in the Premises owned by Tenant against fire and casualties, including extended coverage insurance, (ii) a policy or policies of commercial general liability insurance, covering bodily, personal injury, and property damage, written on an occurrence basis with respect to the Premises, and the business operated therein by Tenant, including insurance against assumed or contractual liability, with limits for liability of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate, (iii) workers compensation insurance in amounts required in accordance with applicable laws within the State where work is being performed, (iv) automobile liability insurance covering use of all owned, non-owned, leased and hired automobiles in a minimum amount of One Million Dollars (\$1,000,000) per claim and in the annual aggregate, and (v) other insurance coverages and in amounts required pursuant to Tenant's Licenses. A combination of Commercial General Liability and Umbrella/Excess Liability Insurance may be maintained to meet the required limits of liability.

Landlord's Insurance.

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

Coverage Requirements.

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

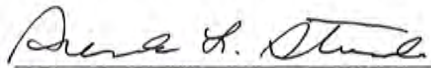
Indemnification.

1. Indemnification by Tenant. Tenant shall indemnify, defend, protect, and hold harmless Landlord and all of its ministries, entities, affiliates, employees, agents, directors, officers, successors and assigns, from and against any and all losses, liability, claims, suits, proceedings, damages, claims and allegations of any kind, brought by any third party, including, but not limited to, reasonable attorneys' fees, costs and expenses, arising out of Tenant's (including Tenant's affiliates, employees, servants, agents, directors, officers, successors and assigns) (i) failure to comply with the terms or conditions of this Lease, (ii) negligence or willful misconduct in performing under or in any way connected with this Lease, or (iii) use of the Premises, except those which shall result, in whole or in part, directly or indirectly, from the default or negligence of Landlord, its ministries, entities, agents, employees, successors or assigns.
2. Indemnification by Landlord. Landlord shall indemnify, defend, protect, and hold harmless Tenant and all of its affiliates, employees, agents, directors, officers, successors and assigns, from and against any and all losses, liability, claims, suits, proceedings, damages, claims and allegations of any kind, brought by any third party, including, but not limited to, reasonable attorneys' fees, costs and expenses, arising out of Landlord's (including Landlord's ministries, entities, affiliates, employees, servants, agents, directors, officers, successors and assigns) (i) failure to comply with the terms or conditions of this Lease, (ii) negligence or willful misconduct in performing under or in any way connected with this Lease, or (iii) use of the Building (exclusive of the Premises) and Common Areas, except those which shall result, in whole or in part, directly or indirectly, from the default or negligence of Tenant, its agents, employees, successors or assigns. Nothing herein shall be construed to waive,


limit, or restrict any governmental immunity defense available to landlord (Ypsilanti Township).

3. Where Both Parties Have Responsibility. If both parties have an obligation to the other under the foregoing provisions, tort comparative fault principles shall be applied to allocate payment between the parties.
4. Notifications Regarding Indemnities. Both Landlord and Tenant agree to give the other party notice of any claim or liability which may give rise to indemnification under this section and do so within a commercially reasonable time following such party's receipt of notice of intent or notice of claim.
5. Survival. The terms of each of the insurance, waiver of subrogation, coverage requirements, and indemnification provisions of this Lease shall survive the termination of this agreement.


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




Brenda Stumbo, Supervisor (sign)



Karen Lovejoy Roe, Clerk (sign)



Date



Date

Ann Arbor YMCA Representative (print)

Date

Ann Arbor YMCA Representative (sign)

Prepared January 21, 2020



April 13, 2020

Mike Hoffmeister, CPRP
Residential Services Director
Charter Township of Ypsilanti
7200 South Huron River Drive
Ypsilanti, MI 48197

RE: Burns Park Inspection and Material Testing
Charter Township of Ypsilanti, Michigan
Letter Agreement for Professional Services

Mr. Hoffmeister:

At your request, we are furnishing you with a letter agreement for Inspection and Material Testing services related to the construction of the Burns Park Tennis and Pickleball Courts project.

BACKGROUND

Between 2019 and 2020, Spicer Group provided design services to create plans and bidding documents for the Burns Park project. The construction contract was awarded to Best Asphalt at the February 18, 2020 Board of Trustees meeting and the contract is currently in the process of being executed.

SCOPE OF BASIC PROFESSIONAL SERVICES

Spicer Group's proposed services follow.

1. Inspection and Material Testing
 - Provide an inspector on site. In order to provide the best value, we will maintain contact with the contractor foreman and make every effort to provide inspection services only during key operations. Our intent is *not* to post an inspector on site during all construction hours. Key operations for our inspection include:
 - i. Grading and compacting base material prior to placing asphalt or concrete
 - ii. Forming concrete foundations
 - iii. Laying out and placing fence posts
 - iv. Pouring concrete
 - v. Paving asphalt
 - vi. Laying out tennis and pickleball court equipment and striping
 - vii. Site restoration work
 - Test compaction of aggregate base or subbase material if necessary. This may be by nuclear method if new material is placed, or by visual inspection of in-situ material if the existing base is used.

February 24, 2020

Page 2 of 3

- Test concrete for 28-day compressive strength, entrained air content, slump, and temperature during placement
- Test compaction of hot-mix asphalt during placement
- Record IDRs for the project file for each day on site.
- Measure quantities in the field for final payment.
- Create a punch list after substantial completion to ensure all work is satisfactory prior to final completion

SERVICES NOT INCLUDED

For a clearer understanding of our work scope, the following is not included in our Scope of Basic Professional Services:

- We are not proposing to provide full-time inspection (keeping an inspector on site during all construction activities). We can provide this at your request, but do not feel it will provide the best value to the Township.

ADDITIONAL SERVICES

Additional services related to this project will be furnished by us after you authorize the work. Our fee for the additional services will be determined at the time they are agreed to and rendered.

FEE SCHEDULE

Our proposed fee schedule follows. We will submit monthly invoices to you for our Basic Professional Services, any additional authorized services, and any reimbursable expenses.

1. Inspection and Material Testing

Standard hourly rates with the total amount not to exceed \$7,500

We will bill you based upon our hourly 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.

Attached to this letter is a copy of our general conditions for our services which are part of this agreement. Any changes to this agreement must be agreed to by both of us in writing.

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.

February 24, 2020
Page 3 of 3

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

Sincerely,



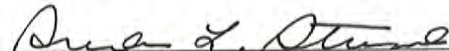
Kevin J. Wilks, P.E.
Project Manager
Cell: (616) 550-7837
mailto: kevinw@spicergroup.com



Philip A. Westmoreland, P.E.
Sr. Project Manager
SPICER GROUP, INC.
125 Helle Blvd, Suite 2
Dundee, MI 48131

Above proposal accepted and approved by Owner.

YPSILANTI CHARTER TOWNSHIP

By: 
Brenda Stumbo, Supervisor

Date: April 22, 2020

By: 
Karen Lovejoy Roe, Clerk

Date: April 22, 2020

Cc: SGI File

GENERAL CONDITIONS ATTACHED TO LETTER AGREEMENT

SECTION 1

1.1 **Preamble.** This agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the OWNER and the PROFESSIONAL, with a positive commitment to honesty and integrity, agree to the following:

That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common endeavor of the contract.

1.2 **Ownership of Instruments of Service.** All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the PROFESSIONAL as instruments of service shall be property of the OWNER. The PROFESSIONAL shall retain all common law, statutory and other reserved rights, including the copyright thereto.

1.3 **Covenant not to Hire.** OWNER agrees that during the term of this agreement and for a period of one (1) year thereafter that it will not hire for its own employment any person employed by the PROFESSIONAL in the performance of this agreement.

1.4 **Standard of Care.** Service performed by PROFESSIONAL under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

1.5 **Defects in Service.** OWNER and OWNER's personnel, contractors and subcontractors shall upon discovery promptly report to PROFESSIONAL any defects or suspected defects in PROFESSIONAL's work, in order that PROFESSIONAL may take prompt, effective measures which in PROFESSIONAL's opinion will minimize the consequences of a defect in service. PROFESSIONAL shall not be responsible for additional costs due to any tardiness in reporting defects in service.

1.6 **Reimbursable Expenses** mean the actual expenses incurred by PROFESSIONAL or PROFESSIONAL's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for; transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and courier services; reproduction of reports, drawings, specifications, bidding documents, and similar project-related items; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

1.7 **Standard Hourly Rates** used as a basis for payment mean those rates in effect at the time that the work is performed, for all PROFESSIONAL's personnel engaged directly on the Project, including, but not limited to, architects, engineers, surveyors, designers, planners, drafters, specification writers, estimators, other technical and business personnel. The Standard Hourly Rates include salaries and wages, direct and indirect payroll costs and fringe benefits. The Standard Hourly Rates of personnel of PROFESSIONAL will be adjusted periodically to reflect changes in personnel and in PROFESSIONAL's overall compensation procedures and practices.

1.8 **Limitation of Liability.** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the PROFESSIONAL and the PROFESSIONAL's officers, directors, partners, employees and subconsultants, and any of them, to the OWNER and anyone claiming by or through the OWNER, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the PROFESSIONAL under this Agreement, or the total amount of \$100,000.00, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

1.9 **Indemnification.** The PROFESSIONAL agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the PROFESSIONAL's negligent performance of professional services under this Agreement.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or PROFESSIONAL or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the PROFESSIONAL shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Nothing herein shall in any way, shape or form be construed to waive Ypsilanti Township's defense of governmental immunity.

1.10 **Severability.** Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

1.11 **Survival.** Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

1.12 **Betterment.** If, due to the PROFESSIONAL's negligence, a required item or component of the Project is omitted from the PROFESSIONAL's construction documents, the PROFESSIONAL shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the PROFESSIONAL be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

1.13 **Mediation.** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the OWNER and the PROFESSIONAL agree that all disputes between them arising out of or relating to the Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The OWNER and the PROFESSIONAL further agree to include a similar mediation provision in all agreements with independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

1.14 **Changed Conditions.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the PROFESSIONAL are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the PROFESSIONAL may call for renegotiation of appropriate portions of this Agreement. The PROFESSIONAL shall notify the OWNER of the changed conditions necessitating renegotiation, and the PROFESSIONAL and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions.

1.15 **Hazardous Materials.** Both parties acknowledge that the PROFESSIONAL's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the PROFESSIONAL or any other party encounters any hazardous or toxic materials, or should it become known to the PROFESSIONAL that such materials may be present on or about the job site or any adjacent areas that may affect the performance of the PROFESSIONAL's services, the PROFESSIONAL may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate PROFESSIONAL's or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the job site is in full compliance with all applicable laws and regulations.

SECTION 2

2.1 **Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the PROFESSIONAL shall not be considered an assignment for purposes of this Agreement.

2.2 **Governing Law & Jurisdiction.** The OWNER and the PROFESSIONAL agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Michigan.

2.3 **Billing and Payment Terms.** *Payment Due:* invoices shall be submitted by the PROFESSIONAL (monthly) are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. *Interest:* If payment in full is not received by the PROFESSIONAL within thirty (30) calendar days of the due date, invoices shall bear interest at one-and one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

2.4 **Suspension of Services.** If the OWNER fails to make payments when due or otherwise is in breach of this Agreement, the PROFESSIONAL may suspend performance of service upon ten (10) calendar days' notice to the OWNER. The PROFESSIONAL shall have no liability whatsoever to the OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by the OWNER. Upon payment in full by the OWNER the PROFESSIONAL shall resume services under this Agreement, and the time scheduled and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expenses necessary for the PROFESSIONAL to resume performance. *Termination of Services:* If the OWNER fails to make payment to the PROFESSIONAL in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the PROFESSIONAL. *Set-off, Backcharges, Discounts:* Payment of invoices shall not be subject to any discounts or set-off's by the OWNER unless agreed to in writing by the PROFESSIONAL. Payment to the PROFESSIONAL for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

2.5 **Collection of Costs.** In the event legal actions necessary to enforce the payment terms of this Agreement, the PROFESSIONAL shall be entitled to collect from the OWNER any judgement or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the PROFESSIONAL in connection therewith and, in addition, the reasonable value of the PROFESSIONAL's time and expenses spent in connection with such collection action, computed according to the PROFESSIONAL's prevailing fee schedule and expense policies.

2.6 **Delays.** The OWNER agrees that the PROFESSIONAL is not responsible for damages arising directly or indirectly from any delays for causes beyond the PROFESSIONAL's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the PROFESSIONAL to perform its services in an orderly and efficient manner, the PROFESSIONAL shall be entitled to an equitable adjustment in schedule and/or compensation.

2.7 Delivery and Use of Electronic Files. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the PROFESSIONAL, the OWNER agrees that all such electronic files are instruments of service of the PROFESSIONAL, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the PROFESSIONAL. The OWNER further agrees to waive all claims against the PROFESSIONAL resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the PROFESSIONAL.

The OWNER and the PROFESSIONAL agree that any electronic files furnished by either party shall conform to the original specifications. Any changes to the original electronic specifications by either the OWNER or the PROFESSIONAL are subject to review and acceptance by the other party. Additional services by the PROFESSIONAL made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of fourteen (14) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the PROFESSIONAL and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the PROFESSIONAL or from any reuse of the electronic files without the prior written consent of the PROFESSIONAL.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the PROFESSIONAL, and the PROFESSIONAL makes no warranties, either expressed or implied, or merchantability and fitness for any particular purpose. In no event shall the PROFESSIONAL be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

2.8 Opinions of Probable Construction Costs. In providing opinions of probable construction cost, the OWNER understands that the PROFESSIONAL has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the PROFESSIONAL's opinions of probable construction costs are

made on the basis of the PROFESSIONAL's judgement and experience. The PROFESSIONAL makes no warranty, express or implied that the bids or the negotiated cost of the Work will not vary from the PROFESSIONAL's opinion of probable construction costs.

SECTION 3

3.1 Verification of Existing Conditions. Inasmuch as the remodeling and/or rehabilitation of the existing structures requires that certain assumptions be made by the PROFESSIONAL regarding existing conditions, and because some of these assumptions may not be verifiable without the OWNER's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the OWNER agrees to bear all costs, losses and expenses, including the cost of the PROFESSIONAL's Additional Services, arising from the discovery of concealed or unknown conditions in the existing structure.

3.2 Construction Observation. The PROFESSIONAL shall visit the site if authorized at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the OWNER and the PROFESSIONAL, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the PROFESSIONAL, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, the PROFESSIONAL shall keep the OWNER informed about the progress of the Work and shall endeavor to guard the OWNER against deficiencies in the work.

If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by the PROFESSIONAL as Additional Services in accordance with the terms of this Agreement.

The PROFESSIONAL shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the contractor in accordance with the Contract Documents.

The PROFESSIONAL shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The PROFESSIONAL does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

3.3 Jobsite Safety. Neither the professional activities of the PROFESSIONAL, nor the presence of the PROFESSIONAL or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety

precautions required by any regulatory agencies, the PROFESSIONAL and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the OWNER, the PROFESSIONAL and the PROFESSIONAL's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

3.4 Design Without Construction Administration. Unless Authorized, it is understood and agreed that the PROFESSIONAL's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the OWNER. The OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the OWNER waives any claims against the PROFESSIONAL that may be in any way connected thereto.

3.5 Client Requested Substitutions. Upon request by the OWNER, the PROFESSIONAL shall evaluate and make recommendations regarding substitutions of materials, products or equipment proposed by the OWNER's consultants or contractors. The PROFESSIONAL shall be compensated for these services, as well as any services required to modify and coordinate the construction documents prepared by the PROFESSIONAL with those of the PROFESSIONAL's subconsultants and the OWNER's consultants, as Additional Services. The PROFESSIONAL also shall be entitled to an adjustment in schedule caused by this additional effort.

3.6 Record Drawings. If authorized by the Agreement, upon completion of the Work, the PROFESSIONAL shall compile for and deliver to the OWNER a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the PROFESSIONAL shall assume will be reliable, the PROFESSIONAL cannot and does not warrant their accuracy.

3.7 Certifications, Guarantees and Warranties. The PROFESSIONAL shall not be required to sign any documents, no matter by whom requested, that would result in the PROFESSIONAL's having to certify, guarantee or warrant the existence of conditions whose existence the PROFESSIONAL cannot ascertain. The OWNER also agrees not to make resolution of any dispute with the PROFESSIONAL or payment of any amount due to the PROFESSIONAL in any way contingent upon the PROFESSIONAL's signing any such certification.

3.8 Contingency Fund. The OWNER and the PROFESSIONAL agree that certain increased cost and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by the PROFESSIONAL and, therefore, that the final construction cost of the Project may exceed the estimated construction cost. The OWNER agrees to set aside a reserve in the amount of 10 percent of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The OWNER further agrees to make no claim by way of direct or third-party action against the PROFESSIONAL or its subconsultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

3.9 Permits and Approvals. The PROFESSIONAL shall assist the OWNER in applying for those permits and approvals normally required by law for projects similar to the one for which the PROFESSIONAL's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by the PROFESSIONAL and included in the scope of Basic Services of this Agreement.

3.10 Statutes of Repose and Limitation. All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run no later than the date of Substantial Completion. If the act or failure to act complained of occurred after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the PROFESSIONAL's services are completed or terminated.

3.11 Construction Layout. If requested by the Owner, or other authorized party, as detailed in the scope of services or as an Additional Service to this Agreement, the PROFESSIONAL shall provide construction layout stakes sufficient for construction purposes. The stakes will reflect pertinent information from the construction bidding and contract documents. The stakes shall be set in place one time by the PROFESSIONAL, staged and scheduled as requested by the Contractor. After the stakes are set, it shall be the Contractor's exclusive responsibility to protect the stakes from damage or removal. Once the stake is set, if the stake becomes unusable due to the Contractor's negligence it shall be reset by the PROFESSIONAL, only at the Contractor's direction. The cost for resetting the stakes shall be borne by the Contractor and shall be paid by the Owner or authorized representative of this Agreement to the PROFESSIONAL from monies due the Contractor from the construction contract. The Owner acknowledges and agrees that these staking requirements and the procedures and payments for restaking described in this section shall be stipulated in the General Conditions of the construction contract.

These General Conditions shall be attached to and made part of the Agreement between Spicer Group, Inc. (PROFESSIONAL) and the Owner.

**EASEMENT FOR
STORM AND ROAD DRAINAGE PURPOSES**

KNOW ALL MEN BY THESE PRESENTS, that the CHARTER TOWNSHIP OF YPSILANTI, a Michigan Municipal Corporation, whose address is 7200 S. Huron River Drive , Ypsilanti, Michigan 48197, (hereinafter referred to as the "Grantor"), grants and conveys to the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF WASHTENAW, a Public Body Corporate, whose address is 555 North Zeeb Road, Ann Arbor, Michigan 48103, (hereinafter referred to as the "Grantee"), its successors and assigns, an easement for storm and road drainage purposes over, upon, under, across, in, through a parcel of property in Section 15, Town 3 South, Range 7 East, Township of Ypsilanti, County of Washtenaw, State of Michigan, and more particularly described as:

SEE ATTACHMENT "A"

Nothing in this grant of easement shall be construed to create any obligation on the part of the Grantee to make repairs or alterations to any contemplated storm sewer or other structure incident thereto which may be constructed pursuant to this easement.

This conveyance includes a release, by the Grantor, of any and all claims to damages in anyway arising from or incident to the installation, altering and maintenance of said drainage facilities whether over, upon, under, across, in, through said parcel; and shall be deemed a sufficient conveyance to vest in the Grantee a perpetual easement for storm and road drainage purposes together with such rights of entry upon and passage over of such material and equipment as may be necessary for the construction and maintenance of said drain including the right to remove vegetation as deemed appropriate by the Grantee.

The Grantor agrees that no building, structure or permanent fixtures will be placed within the easement and further holds harmless the Grantee from any and all claims to damages in anyway arising from or incident to the installation, altering and maintenance of said drain.

The Grantee acknowledges areas altered or disturbed, by acts of the Grantee, shall be graded, reseeded and restored.

For and in consideration of One (\$1.00) Dollar.

Dated this 22 day of April 2020

GRANTOR:
Charter Township of Ypsilanti

Brenda L. Stumbo
Brenda L. Stumbo, Supervisor April 22, 2020

Karen Lovejoy Roe
Karen Lovejoy Roe, Clerk April 22, 2020

STATE OF MICHIGAN }
 } SS.
COUNTY OF WASHTENAW }

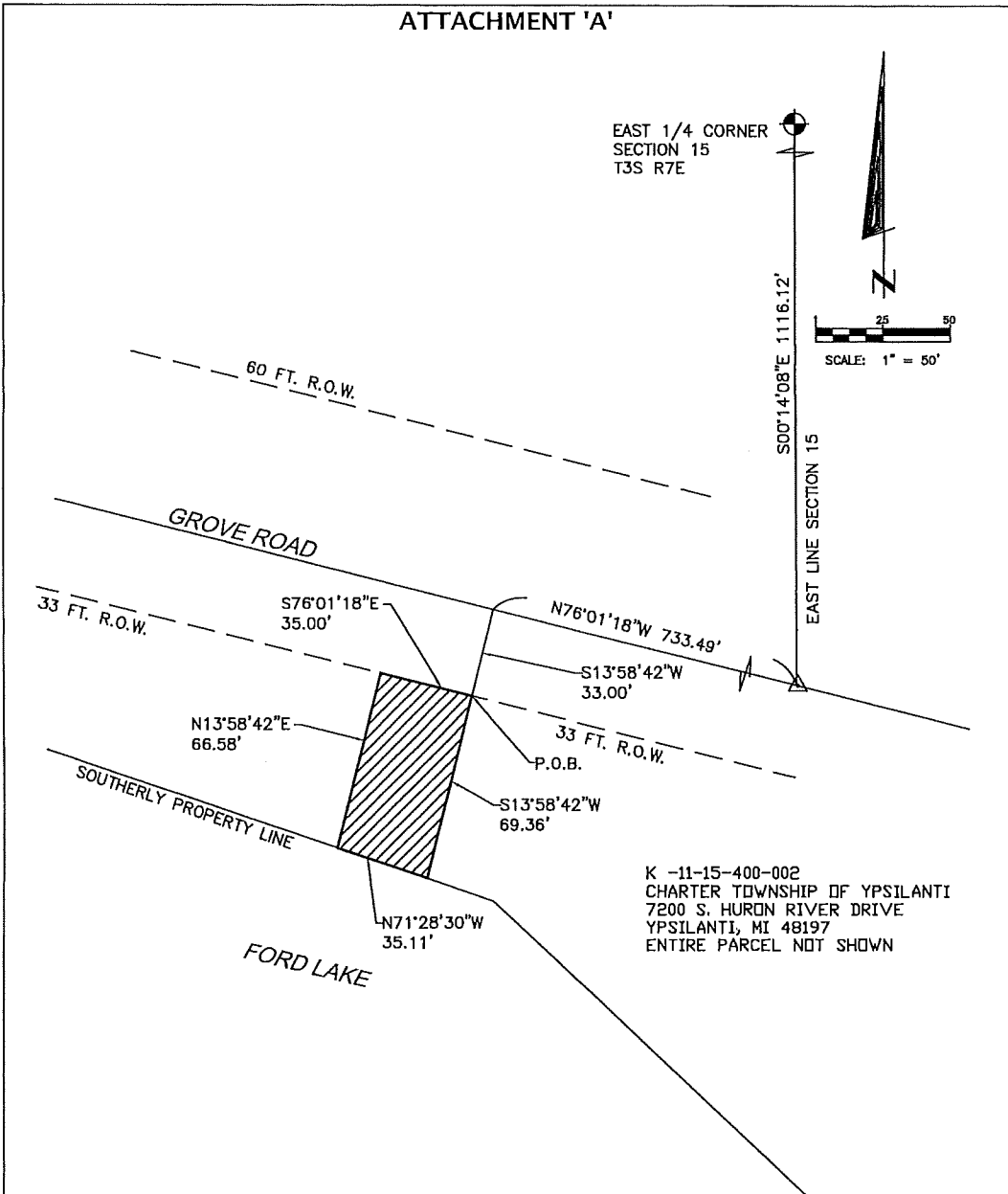
The foregoing instrument was acknowledged before me this 22 day of April 2020 by Brenda L. Stumbo, as Supervisor, and Karen Lovejoy Roe, as Clerk, on behalf of and for the Charter Township of Ypsilanti, a Michigan Municipal Corporation.

LISA R. STANFIELD
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires February 25, 2025
Acting in the County of Washtenaw

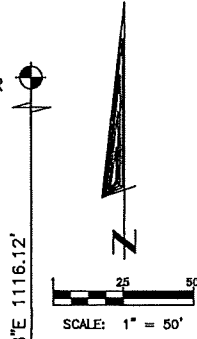
Lisa R. Stanfield
Notary Public, State of Michigan
County of Washtenaw
My Commission expires 2-25-2025
Acting in County of Washtenaw

Parcel ID # K-11-15-400-002
Prepared by and Return to:
Curtis M. Brochue, SR/WA
Washtenaw County Road Commission
555 N. Zeeb Road, Ann Arbor, MI 48103



ATTACHMENT 'A'




EAST 1/4 CORNER
SECTION 15
T3S R7E



LEGEND

-  PUBLIC LAND SURVEY SYSTEM CORNER
-  PROPERTY CONTROLLING CORNER

AREA

-  PROPOSED DRAINAGE EASEMENT ACQUISITION
AREA: 0.055 AC (2379 SF)

BASIS OF BEARINGS:
WCRC FIELD SURVEY 2019

*THIS DOCUMENT IS NOT A
P.A. 132 SURVEY.
DIMENSIONS AND AREAS BASED ON TAX
PARCEL DESCRIPTIONS. NOT BASED ON
ACTUAL FIELD SURVEY.*

K -11-15-400-002
CHARTER TOWNSHIP OF YPSILANTI
7200 S. HURON RIVER DRIVE
YPSILANTI, MI 48197
ENTIRE PARCEL NOT SHOWN



DATE:	09/18/2019
DRAWN:	J.A.M.
CHECKED:	C.M.B.
FILE:	ENG/2019/GROVE/SURVEY/ROWACQ
PROJ. NO.:	
REVISED:	

**PROPOSED DRAINAGE EASEMENT
GROVE ROAD**

SOUTHEAST QUARTER
SECTION 15, T.3S., R.7E.
WASHTENAW COUNTY
MICHIGAN

ATTACHMENT 'A'

LEGAL DESCRIPTION - PARENT PARCEL K-11-15-400-002

COMMENCING AT THE EAST QUARTER CORNER OF SECTION, THENCE S00°16'W 1116.36 FEET IN EAST LINE OF SECTION; THENCE N75°30'W 80.1 FEET FOR PLACE OF BEGINNING; THENCE S20°25'W 63.8 FEET; THENCE S00°45'E 563.6 FEET; THENCE S22°29'W 342.6 FEET; THENCE S81°15'W 239.2 FEET; THENCE N22°48'20"W 165.02 FEET; THENCE N06°50'W 339.41 FEET; THENCE N20°56'40"E 188.87 FEET; THENCE N08°13'40"W 191.48 FEET; THENCE N46°04'20"W 259.22 FEET; THENCE N70°44'40"W 339.09 FEET; THENCE N02°22'30"W 81.13 FEET; THENCE S75°30'00"E 1003.46 IN CENTERLINE OF ROAD TO PLACE OF BEGINNING; BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 15, T3S R7E, 11.20 ACRES.

BASIS OF BEARINGS:
WASHTENAW COUNTY G.I.S. PARCEL REPORT GENERATED ON 09-16-2019

LEGAL DESCRIPTION - DRAINAGE EASEMENT

A DRAINAGE EASEMENT LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 15, THENCE ALONG THE EAST LINE OF SAID SECTION, S00°14'08"E 1116.12' TO THE SURVEY CENTERLINE OF GROVE ROAD; THENCE ALONG THE SURVEY CENTERLINE OF GROVE ROAD, N76°01'18"W 733.49 FEET; THENCE S13°58'42"W 33.00 FEET TO THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF GROVE ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING S13°58'42"W 69.36 FEET TO THE SOUTHERLY PROPERTY LINE AND WATERS EDGE OF FORD LAKE; THENCE ALONG THE SOUTHERLY PROPERTY LINE, N71°28'30"W 35.11 FEET; THENCE N13°58'42"E 66.58 FEET TO THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF GROVE ROAD; THENCE ALONG THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF GROVE ROAD, S76°01'18"E 35.00 FEET TO THE POINT OF BEGINNING. SAID DRAINAGE EASEMENT CONTAINING 0.055 ACRES (2379 SQUARE FEET) OF LAND, MORE OR LESS, ALSO BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

BASIS OF BEARINGS:
WCRC FIELD SURVEY 2019

*THIS DOCUMENT IS NOT A
P.A. 132 SURVEY.
DIMENSIONS AND AREAS BASED ON TAX
PARCEL DESCRIPTIONS. NOT BASED ON
ACTUAL FIELD SURVEY.*



DATE:	09/18/2019
DRAWN:	J.A.M.
CHECKED:	C.M.B.
FILE:	ENG/2019/GROVE/SURVEY/ROWACQ
PROJ. NO.:	
REVISED:	

**PROPOSED DRAINAGE EASEMENT
GROVE ROAD**

SOUTHEAST QUARTER
SECTION 15, T.3S., R.7E.
WASHTENAW COUNTY
MICHIGAN

**HEWITT ROAD PEDESTIAN CROSSING AGREEMENT
BETWEEN CHARTER TOWNSHIP OF YPSILANTI AND
THE WASHTENAW COUNTY ROAD COMMISSION**

THIS AGREEMENT, made and entered into this 22 day of April, 2020 between the Board of the Charter Township of Ypsilanti (the "Township") and the Board of Washtenaw County Road Commissioners (the "Road Commission").

WHEREAS, on July 18, 2018, the Township approved Resolution 2018-20, support for the Hewitt Road safety improvements grant application; and

WHEREAS, a Safety Grant in the amount of \$291,852 was awarded to fund the construction for the relocation of the Hewitt Road pedestrian crossing at Burns Avenue to Harding Avenue (the "Project), which requires a ten percent (10%) local match of the Project construction costs; and

WHEREAS, Should the lowest qualified bid exceed the Engineer's estimate by more than ten percent (10%), the Township will be given the option of funding the increased cost or rejecting all bids; and

WHEREAS, the Project includes traffic control devices which will require a maintenance agreement between the Township and Road Commission; and

IT IS NOW THEREFORE AGREED, the Road Commission shall construct and administer the Project in accordance with MDOT Local Agency Program and Federal requirements; and

IT IS ALSO AGREED that the Township will pay the Road Commission for all actual costs incurred for right-of-way, construction, and construction engineering for the Project not reimbursed by the Safety Grant subject to the cap of the grant.

AGREEMENT SUMMARY

Estimated Costs

Right-of-way / Grading Permit	\$ 5,000
Local Match for Construction	\$29,185
Construction Engineering (estimated at 15% of construction costs)	\$45,000
Hewitt Road Pedestrian Crossing Estimated Township Costs	\$79,185

FOR YPSILANTI TOWNSHIP:


Brenda Stumbo, Supervisor


Karen Ludwig, Sec. Clerk

April 22, 2020

FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair

Sheryl Soderholm Siddall, Managing Director

WASHTENAW COUNTY ROAD COMMISSION

555 N. ZEEB ROAD
ANN ARBOR, MICHIGAN 48103

TRAFFIC CONTROL DEVICE AGREEMENT

LOCATION: Hewitt Rd North of Harding Ave AGREEMENT NO. 1

DEVICE TYPE(S): Crosswalk pavement markings,
RRFB (Rect. Rapid Flashing Beacon),
and all signage for crossing. EFFECTIVE DATE OF THIS AGREEMENT: _____

Under authority of state law and by virtue of resolutions formally adopted by their respective governing bodies, the undersigned hereby agree to participate in the cost of maintenance and operation of the traffic control device(s) at the location(s) listed above on the basis of the division of costs as shown below. Details of the location are as shown on the attached documentation.

PARTICIPATION AGREEMENT

Agency	<u>WASHTENAW COUNTY ROAD COMMISSION</u>	<u>0%</u>
Agency	<u>YPSILANTI TOWNSHIP</u>	<u>100%</u>
Agency	_____	_____
Other	_____	_____

BILLING AGREEMENT: It is agreed that the **Washtenaw County Road Commission** shall bill the parties designated above on the participation agreement for their proportionate share of all costs relative to the maintenance and operation of the traffic control device(s) on the first billing cycle after the charges are incurred.

It is further agreed that the agency responsible for payment of energy billings and/or leased line interconnection billings included in the operation costs, shall be the **Washtenaw County Road Commission**.

It is further agreed that the agency responsible for performing maintenance by approved guidelines and policies, shall be the **Washtenaw County Road Commission**.

"In the event the traffic control device(s) referred to in this agreement is located on a road or street that is not under the jurisdiction of the **Washtenaw County Road Commission**, the authority having the jurisdiction over the road or street hereby agrees to save harmless, indemnify, represent, and defend the **Washtenaw County Road Commission** from any claims, demands, or suits arising out of or relating to the maintenance and operation of the traffic control device(s) which is the subject matter of this agreement."

It is further agreed that title to all equipment at the roads listed in this agreement shall remain with the agency having jurisdiction of the road in which the equipment is located.

This agreement is terminable on a unanimous decision between all parties.

Agency <u>WASHTENAW CO. ROAD COMM.</u> Signed By _____ Print Name _____ Title _____ Date _____	Agency <u>YPSILANTI TOWNSHIP</u> Signed By <u>Brenda L. Stumbo</u> Print Name <u>Brenda L. Stumbo</u> Title <u>Supervisor</u> Date <u>April 22, 2020</u>
Agency _____ Signed By _____ Print Name _____ Title _____ Date _____	Other <u>Ypsilanti Township</u> Signed By <u>Karen Lavey Roc</u> Print Name <u>Karen Lavey Roc</u> Title <u>Clerk</u> Date <u>April 22, 2020</u>

2020 YPSILANTI TOWNSHIP AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2020, by and between the Township Board of Ypsilanti Township, Washtenaw County, parties of the first part and the Board of Washtenaw County Road Commissioners, parties of the second part.

WHEREAS, the parties of the first part desire that certain improvements be made upon the local roads in the Township of Ypsilanti, and

WHEREAS, proper authority is provided to the parties of the agreement under the provisions in Act 51 of Public Acts of 1951 as amended,

IT IS NOW THEREFORE AGREED, the parties of the second part will accomplish the improvements as specified herein, all in accordance with the standards of the parties of the second part.

1. **Dust Control (497-11-108):**

Work to include placement of three (3) solid applications of contract brine on all certified local gravel/limestone roads within the township. Estimated 65,340 gallons @ \$0.179 per gallon.

Estimated cost of contract brine: \$ 11,695.86


AGREEMENT SUMMARY

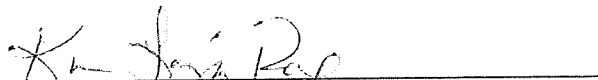
2020 LOCAL ROAD PROGRAM


Dust Control	\$ 11,695.86
Less WCRC Conventional Matching Funds	\$ 5,847.93

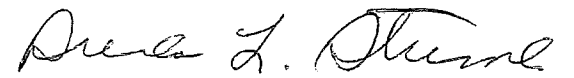
ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP
UNDER THIS AGREEMENT DURING 2020: \$ 5,847.93

FOR YPSILANTI TOWNSHIP:


Brenda L. Stumbo, Supervisor


Witness


Karen Lovejoy Roe, Clerk


Witness

FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair

Witness

Sheryl Soderholm Siddall, Managing Director

Witness



Date April 7, 2020	To Michael Saranen
Description Rate Quote for Work at the Hydro	Ypsilanti Township
Quote # 200230R2	7200 South Huron Dr
Estimator Ken Wesley	Ypsilanti, MI 48197
Email ken.wesley@uiscorp.com	

Scope of Work	Cost
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UIS SCADA, Inc. - Rates in effect July 1, 2019 - June 30, 2020:				
Rate Type	Definition	Instrumentation Tech/Per Hour	Programming Per Hour	NETA Test Technician
Regular Time	Monday through Friday 8 hours work between the hours of 7 a.m. and 4:30 p.m.	\$165.00	\$170.00	\$165.00
Overtime	Monday through Friday 4:31 p.m. to 10 p.m. Or Saturday 8 a.m. through 4:30 p.m.	\$205.00	\$205.00	\$206.00
Premium Time	Hours outside of those listed above	\$235.00	\$235.00	\$248.00
Holidays	New Year's Day, Memorial Day, 4 th of July, Labor Day, Thanksgiving, Christmas	\$235.00	\$235.00	\$248.00

Total \$0.00

UIS SCADA Approved by

Date April 7, 2020

Exclusions and Clarifications

Our quote is based on straight time during normal hours of 7:00 A.M. - 3:30 P.M., Monday through Friday.
 Our price is valid for thirty (30) days, after which time UIS SCADA 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 UIS SCADA, 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 UIS SCADA.

UIS GROUP OF COMPANIES - TERMS AND CONDITIONS

1. Offer

These Terms and Conditions ("Terms") apply to all products and services, including without limitation, computer software program(s) provided to Purchaser under an Order Confirmation with Utilities Instrumentation Services, Inc., UIS SCADA, Inc., and/or UIS Renewable Power, Inc. (collectively, "Seller"). These Terms are incorporated into each and every Order Confirmation issued by Seller to a purchaser of such Products or Services ("Purchaser"). A confirmation or acknowledgement of an order ("Order Confirmation") will be issued to Purchaser after the Purchaser has submitted an order to Seller. The Order Confirmation constitutes Seller's offer to the Purchaser identified in the Order Confirmation to sell the Products and/or provide the Services identified in the Order Confirmation and otherwise to enter into the agreement that the Order Confirmation and these Terms describe, and the Order Confirmation and these Terms shall be the complete and exclusive statement of such offer and agreement.

2. Acceptance

A contract is formed when Purchaser accepts the Order Confirmation by written acknowledgement, by accepting the Products and/or Services, or other issued acceptance documents for the Products and/or Services. Acceptance is expressly limited to these Terms and the terms and conditions expressly referenced on the face of the Order Confirmation, and shall not include any terms and conditions contained in Purchaser's purchase order. Notwithstanding any contrary provision in Purchaser's purchase order or other acceptance document, delivery of Products, performance of Services or commencement of Services by Seller shall not constitute acceptance of Purchaser's terms and conditions to the extent any such terms or conditions are inconsistent with or in addition to the terms and conditions contained in the Order Confirmation.

UIS Group of Companies
 2290 Bishop Circle East
 Dexter, MI 48130
 (734) 424-1200

Utilities Instrumentation Service
 UIS SCADA
 UIS Renewable Power

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 (45) 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 set off against or recoup from any invoiced amounts due or to become due from Purchaser or its affiliates any amounts due or to become due to Seller or its affiliates, whether arising under the Order Confirmation, any related purchase order or under any other agreement.

5. Shipping and Delivery

All sales of Products are F.O.B. Seller's plant unless otherwise specified in the Order Confirmation. Responsibility of Seller shall cease upon delivery to and receipt of the Products by a common carrier at which point Purchaser will bear all risk of loss for the Products. Premium shipping expenses and/or other related expenses necessary to meet Purchaser's accelerated delivery schedules shall be the responsibility of Purchaser. Deliveries of orders placed by Purchaser may be changed, deferred or canceled only upon specific agreement in writing by Seller and Seller may condition such agreement upon Purchaser's assumption of liability and payment to Seller for: (a) a sum equal to the costs of work in process including costs accrued for labor and material; (b) any amount for which Seller is liable by reason of commitments made by Seller to its suppliers; and (c) any other loss, cost or expense of Seller as a result of such change, deferral or cancellation.

6. Proprietary Materials

Seller shall have and retain all rights, title and interest, including all intellectual property rights, in and to all Products, Services and associated materials, including, without limitation, all related reports, specifications, designs and any other property, tangible or intangible, furnished by Seller in connection with or under the Order Confirmation or any related purchase order ("Proprietary Materials"). No Proprietary Materials created by Seller in connection with or pursuant to the Order Confirmation or any related purchase order shall be considered "works made for hire" as that term is used in connection with the U.S. Copyright Act.

7. Licenses

Seller does not grant to Purchaser any license with respect to the Products, and any such license terms with respect to the Products shall be governed solely by the licenses, if any, provided solely by the third-party 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 the Products shall be made directly to the manufacturer of the Product and not the Seller. Seller makes no warranties, either express or implied, regarding defective materials, defective manufacture, or any other claim with respect to Products. Seller may, at its sole election, and as Purchaser's sole remedy, make an allowance, repair, or replace such quantity of the Products as shall prove to be defective, then Purchaser shall hold and make available for inspection and testing by Seller all Products claimed by Purchaser to be defective.

(b) Services provided by Seller under an Order Confirmation will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

(c) THE SELLER DISCLAIMS, AND PURCHASER HEREBY EXPRESSLY WAIVES, ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCTS AND/OR SERVICES, AND/OR THE RESULTS OBTAINED FROM THEIR USE BY PURCHASER AND/OR ITS USERS, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SPECIFICALLY, BUT NOT BY WAY OF LIMITATION, DISCLAIMS ANY AND ALL LIABILITY FOR THE USE OR PERFORMANCE OF THE SERVICES AND/OR PRODUCTS SELECTED BY THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE UNIFORM COMMERCIAL CODE AND ANY SPECIFIC STATE ADOPTIONS THEREOF SHALL NOT GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THESE TERMS OR ANY ORDER CONFIRMATION.

10. Liability Limitation

Specific performance shall not be available to Purchaser as a remedy in connection with Seller's providing of the Products and/or Services. Monetary damages against Seller shall be limited to the dollar amount charged to Purchaser for the applicable order placed by Purchaser and accepted by Seller for any of the Services and/or Products alleged to be the cause of any loss or damage, whether founded in contract, tort (including negligence), strict liability or otherwise, arising out of, or resulting from: (a) any order placed by Purchaser and accepted by Seller or Seller's performance or breach; or (b) the design, manufacture, delivery, sale, repair, replacement or use of any such Products. IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE AND COST OF CAPITAL) ARISING OUT OF OR RELATING TO THE ORDER CONFIRMATION, ANY RELATED PURCHASE ORDER, OR THE SERVICE AND/OR PRODUCTS. ANY AGREEMENT VARYING OR EXTENDING THE REMEDIES SPECIFICALLY STATED HEREIN WILL BE BINDING ON SELLER ONLY WHEN SPECIFICALLY AGREED TO IN WRITING BY SELLER AND SPECIFICALLY REFERENCING THIS SECTION.

11. Termination

In the event that Purchaser fails to perform any of its obligations stated in the Order Confirmation or any related purchase order and fails to cure such breach within ten (10) days after receipt of written notice from the Seller specifying such breach, the Seller may at its option immediately terminate the Order Confirmation and/or any related purchase orders. Upon any such termination by Seller: (a) Seller shall be relieved of any further obligation to Purchaser (including, without limitation, any obligation with respect to delivery or transition of supply); (b) Purchaser shall be liable to Seller for the immediate payment of amounts then billed to date by Seller to Purchaser; (c) Purchaser shall purchase and pay Seller immediately for all raw materials, components, work in process and finished goods acquired by Seller in connection with the Order Confirmation and/or any related purchase orders; and (d) Purchaser shall immediately reimburse Seller for all other loss, cost or expense of Seller as a result of the termination of the Order Confirmation or any related purchase order.

12. Right of Entry

If applicable, Purchaser shall provide for Seller's right to enter the property owned by the Purchaser and/or others in order for Seller to perform the Services in the Order Confirmation. The Purchaser agrees, to the fullest extent permitted by law, to indemnify and hold Seller and his or her subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from procedures associated with testing or investigative activities or discovery of hazardous materials or suspected hazardous materials on said property.

13. 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 cause 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. Nothing herein shall be construed to waive, limit or restrict any Governmental Immunity defence available to the contractor (Ypsilanti Township).

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/7/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant - Ann Arbor 24 Frank Lloyd Wright Drive, Suite J4100 Ann Arbor MI 48105	CONTACT NAME: PHONE (A/C No. Ext): 734-741-0044		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Gemini Insurance Company			10833
INSURER B : Endurance American Specialty Ins Co			41718
INSURER C : National Trust Insurance Co			20141
INSURER D : Accident Fund National Ins Co			12305
INSURER E : RSUI Indemnity Co			22314
INSURER F : ACE American Insurance Co			22667

COVERAGES

CERTIFICATE NUMBER: 1263714118

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			VMGP003607	6/1/2019	6/1/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Deductible	\$ 25,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA100025720	6/1/2019	6/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			ELD10007305904	6/1/2019	6/1/2020	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCV6144722	6/1/2019	6/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	Excess Umbrella			NHA086441	6/1/2019	6/1/2020	Limit	5,000,000
F	Cyber Liability			D94842384	6/13/2019	6/1/2020	Limit	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job - General Service Agreement
 Additional Insured with regard to the General Liability, as required by written contract - the Charter Township of Ypsilanti and its past, present, and future elected officials, appointed commissions and boards, agents and employees.

CERTIFICATE HOLDER**CANCELLATION**

Charter Township of Ypsilanti
 7200 S. Huron River Drive
 Ypsilanti MI 48197

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Judith K. Wilson

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Date	March 6, 2020	Customer	Ypsilanti Charter Township	To	Michael Saranen
Description	Upgrade Hydro PLC5 and HMI				Ypsilanti Township
Quote #	200040R				7200 South Huron Dr
Estimator	Ken Wesley	Email	ken.wesley@uiscorp.com		Ypsilanti, MI 48197

Scope of Work	Cost
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Furnish and install one (1) Allen Bradley Compact Logix PLC with necessary I/O to upgrade the existing PLC5.

Furnish and install one (1) Dell Opti Plex computer with 24" monitor, USB corded key board, mouse, and sound bar to replace the existing Allen Bradley OIT.

Furnish and install one (1) industrial computer with 24" panel mount monitor, USB corded key board and mouse to replace the existing panel mount monitor located on the first floor.

Furnish two (2) VT SCADA 5K tag HMI licensees, one for the Dell computer and one for the industrial computer.

Provide the first year of VT SCADA software support; this cost is \$850.00 per year total for both licenses.

Provide two (2) days for UIS programmer to work with Township IT staff to setup network.

Provide necessary PLC and VT SCADA programming to replace the existing PLC5 and Allen Bradley OIT. Operating two (2) VT SCADA licenses will provide redundant backup of the HMI application.

Furnish and install two (2) new speed pickup sensors and two new frequency converters.

Provide necessary startup and training services.

Provide necessary drawings of the new PLC I/O.

Total \$54,045.00

UIS SCADA Approved by

Date March 6, 2020

Exclusions and Clarifications

Our quote is based on straight time during normal hours of 7:00 A.M. - 3:30 P.M., Monday through Friday.

Our price is valid for thirty (30) days, after which time UIS SCADA 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 UIS SCADA, 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 UIS SCADA.

UIS GROUP OF COMPANIES - TERMS AND CONDITIONS

1. Offer

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2. Acceptance

A contract is formed when Purchaser accepts the Order Confirmation by written acknowledgement, by accepting the Products and/or Services, or other issued acceptance documents for the Products and/or Services. Acceptance is expressly limited to these Terms and the terms and conditions expressly referenced on the face of the Order Confirmation, and shall not include any terms and conditions contained in Purchaser's purchase order. Notwithstanding any contrary provision in Purchaser's purchase order or other acceptance document, delivery of Products, performance of Services or commencement of Services by Seller shall not constitute acceptance of Purchaser's terms and conditions to the extent any such terms or conditions are inconsistent with or in addition to the terms and conditions contained in the Order Confirmation.

3. Prices

Prices for Products and/or Services shall be set forth in the Order Confirmation. Unless otherwise expressly stated in the Order Confirmation: (a) prices for Products specified in the Order Confirmation do not include storage, handling, packaging or transportation charges; and (b) prices do not include any applicable federal, state, local or foreign duties or taxes.

UIS Group of Companies
2290 Bishop Circle East
Dexter, MI 48130
(734) 424-1200

Utilities Instrumentation Service
UIS SCADA
UIS Renewable Power

4. Payment Terms.

Unless otherwise expressly stated in the Order Confirmation, all accounts are payable in U.S. currency forty-five (45) days from the date of Seller's invoice. Credit and delivery of Products shall be subject to Seller's approval. The Purchaser shall pay Seller for Services performed in accordance with the rates and charges set forth in the Order Confirmation. If the Purchaser objects to any portion of an invoice, the Purchaser shall notify Seller, in writing, within fourteen (14) calendar days of invoice receipt, identify the cause of disagreement, and pay when due any portion of the invoice not in dispute. Failure to provide notification shall constitute acceptance of the invoice as submitted. If Purchaser fails to pay undisputed invoiced amounts within the thirty (30) calendar days of the invoice date, Seller may at any time, without waiving any other claim against the Purchaser (including lien rights) and without thereby incurring any liability to the Purchaser, suspend or terminate the Order Confirmation. Purchaser is prohibited from and shall not setoff against or recoup from any invoiced amounts due or to become due from Purchaser or its affiliates any amounts due or to become due to Seller or its affiliates, whether arising under the Order Confirmation, any related purchase order or under any other agreement.

5. Shipping and Delivery.

All sales of Products are F.O.B. Seller's plant unless otherwise specified in the Order Confirmation. Responsibility of Seller shall cease upon delivery to and receipt of the Products by a common carrier at which point Purchaser will bear all risk of loss for the Products. Premium shipping expenses and/or other related expenses necessary to meet Purchaser's accelerated delivery schedules shall be the responsibility of Purchaser. Deliveries of orders placed by Purchaser may be changed, deferred or canceled only upon specific agreement in writing by Seller and Seller may condition such agreement upon Purchaser's assumption of liability and payment to Seller for: (a) a sum equal to the costs of work in process including costs accrued for labor and material; (b) any amount for which Seller is liable by reason of commitments made by Seller to its suppliers; and (c) any other loss, cost or expense of Seller as a result of such change, deferral or cancellation.

6. Proprietary Materials.

Seller shall have and retain all rights, title and interest, including all intellectual property rights, in and to all Products, Services and associated materials, including, without limitation, all related reports, specifications, designs and any other property, tangible or intangible, furnished by Seller in connection with or under the Order Confirmation or any related purchase order ("Proprietary Materials"). No Proprietary Materials created by Seller in connection with or pursuant to the Order Confirmation or any related purchase order shall be considered "works made for hire" as that term is used in connection with the U.S. Copyright Act.

7. Licenses.

Seller does not grant to Purchaser any license with respect to the Products, and any such license terms with respect to the Products shall be governed solely by the licenses, if any, provided solely by the third-party 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 the Products shall be made directly to the manufacturer of the Product and not the Seller. Seller makes no warranties, either express or implied, regarding defective materials, defective manufacture, or any other claim with respect to Products. Seller may, at its sole election, and as Purchaser's sole remedy, make an allowance, repair, or replace such quantity of the Products as shall prove to be defective, then Purchaser shall hold and make available for inspection and testing by Seller all Products claimed by Purchaser to be defective.

(b) Services provided by Seller under an Order Confirmation will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

(c) THE SELLER DISCLAIMS, AND PURCHASER HEREBY EXPRESSLY WAIVES, ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCTS AND/OR SERVICES, AND/OR THE RESULTS OBTAINED FROM THEIR USE BY PURCHASER AND/OR ITS USERS, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SPECIFICALLY, BUT NOT BY WAY OF LIMITATION, DISCLAIMS ANY AND ALL LIABILITY FOR THE USE OR PERFORMANCE OF THE SERVICES AND/OR PRODUCTS SELECTED BY THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE UNIFORM COMMERCIAL CODE AND ANY SPECIFIC STATE ADOPTIONS THEREOF SHALL NOT GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THESE TERMS OR ANY ORDER CONFIRMATION.

10. Liability Limitation.

Specific performance shall not be available to Purchaser as a remedy in connection with Seller's providing of the Products and/or Services. Monetary damages against Seller shall be limited to the dollar amount charged to Purchaser for the applicable order placed by Purchaser and accepted by Seller for any of the Services and/or Products alleged to be the cause of any loss or damage, whether founded in contract, tort (including negligence), strict liability or otherwise, arising out of, or resulting from: (a) any order placed by Purchaser and accepted by Seller or Seller's performance or breach; or (b) the design, manufacture, delivery, sale, repair, replacement or use of any such Products. IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE AND COST OF CAPITAL) ARISING OUT OF OR RELATING TO THE ORDER CONFIRMATION, ANY RELATED PURCHASE ORDER, OR THE SERVICE AND/OR PRODUCTS. ANY AGREEMENT VARYING OR EXTENDING THE REMEDIES SPECIFICALLY STATED HEREIN WILL BE BINDING ON SELLER ONLY WHEN SPECIFICALLY AGREED TO IN WRITING BY SELLER AND SPECIFICALLY REFERENCING THIS SECTION.

11. Termination.

In the event that Purchaser fails to perform any of its obligations stated in the Order Confirmation or any related purchase order and fails to cure such breach within ten (10) days after receipt of written notice from the Seller specifying such breach, the Seller may at its option immediately terminate the Order Confirmation and/or any related purchase orders. Upon any such termination by Seller: (a) Seller shall be relieved of any further obligation to Purchaser (including, without limitation, any obligation with respect to delivery or transition of supply); (b) Purchaser shall be liable to Seller for the immediate payment of amounts then billed to date by Seller to Purchaser; (c) Purchaser shall purchase and pay Seller immediately for all raw materials, components, work in process and finished goods acquired by Seller in connection with the Order Confirmation and/or any related purchase orders; and (d) Purchaser shall immediately reimburse Seller for all other loss, cost or expense of Seller as a result of the termination of the Order Confirmation or any related purchase order.

12. Right of Entry.

If applicable, Purchaser shall provide for Seller's right to enter the property owned by the Purchaser and/or others in order for Seller to perform the Services in the Order Confirmation. The Purchaser agrees, to the fullest extent permitted by law, to indemnify and hold Seller and his or her subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from procedures associated with testing or investigative activities or discovery of hazardous materials or suspected hazardous materials on said property.

13. 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. Nothing herein shall be construed to waive, limit or restrict any governmental immunity defense available to the contractor (Ypsilanti Township).

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/6/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant - Ann Arbor 24 Frank Lloyd Wright Drive, Suite J4100 Ann Arbor MI 48105	CONTACT NAME: PHONE (A/C No. Ext): 734-741-0044		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURED UTILINS-01 Utilities Instrumentation Service, Inc. See Named Insured Schedule 2290 Bishop Circle East Dexter MI 48130	INSURER A: Gemini Insurance Company		10833
	INSURER B: Endurance American Specialty Ins Co		41718
	INSURER C: National Trust Insurance Co		20141
	INSURER D: Accident Fund National Ins Co		12305
	INSURER E: RSUI Indemnity Co		22314
	INSURER F: ACE American Insurance Co		22667

COVERAGES

CERTIFICATE NUMBER: 1365432333

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		VMGP003607	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 25,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA100025720	6/1/2019	6/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			ELD10007305904	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV6144722	6/1/2019	6/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess Umbrella			NHA086441	6/1/2019	6/1/2020	Limit 5,000,000
F	Cyber Liability			D94842384	6/13/2019	6/1/2020	Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job - PLC5 Conversion w/ HMI Software
 Additional Insured with regard to the General Liability, as required by written contract - the Charter Township of Ypsilanti and its past, present, and future elected officials, appointed commissions and boards, agents and employees.

CERTIFICATE HOLDER**CANCELLATION**

Charter Township of Ypsilanti
 7200 S. Huron River Drive
 Ypsilanti MI 48197

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Judith K. Wilson

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Named Insured Schedule:

Utilities Instrumentation Service, Inc.

UIS SCADA, Inc.

UIS Renewable Power, Inc.

UIS Holdings, Inc.

CTC Engineering, Inc.

UIS Real Estate, Inc.

Utilities Instrumentation Service – Ohio, LLC

Utilities Instrumentation Service, Inc. dba UIS Electrical Studies

Ypsilanti Township Recreation Department
Program: Enhance[®] Fitness

VENUE ACCESS AGREEMENT

This Venue Access Agreement ("Agreement") is dated as of the date below and is by and between The National Kidney Foundation of Michigan ("NKFM") and the Ypsilanti Township Recreation Department ("Owner"). Owner acknowledges and agrees that the person that signs this Agreement on Owner's behalf is Owner's authorized representative and NKFM's primary contact for purposes of this Agreement.

1. **Venue.** Owner hereby grants to NKFM the right to use the venue described in Exhibit A ("Venue"), during the time periods listed in Exhibit A and such other time periods as the parties may otherwise agree, for the purposes described in Exhibit A. Owner shall comply with the protocols and requirements described in Exhibit B, as may be updated from time to time by NKFM, and shall deliver the Venue and all related furniture, fixtures and equipment in good, clean, safe and secure order and condition.

2. **Term and Termination.** The term of this Agreement shall begin on the date listed below and shall automatically renew unless it is terminated earlier in accordance with its terms. Notwithstanding the foregoing, either party may terminate this Agreement at any time and for any or no reason upon ten (10) days' prior written notice to the other party. For the avoidance of doubt, the Exhibits to this Agreement shall remain in full force and effect throughout the initial term and any renewal term of this Agreement unless otherwise amended in accordance with this Agreement.

3. **Equipment, Utilities, Janitorial Services and Laws.** Owner shall provide NKFM use of the furniture, fixtures and equipment located in the Venue and the building in which the Venue is situated, as well as such other furniture, fixtures and equipment that are described in Exhibit B. Owner shall also provide the Venue with heat, air conditioning, cold and hot water and electricity for lighting and operation, as well as janitorial services, including trash removal. Owner shall comply with all applicable laws in connection with this Agreement and represents and warrants that it has the full right, power and authority to enter into, grant the rights and licenses and otherwise perform its obligations under this Agreement.

4. **Confidentiality.** All non-public, confidential or proprietary information of NKFM, its related persons or entities or its program participants is confidential and may not be disclosed or copied by Owner at any time unless authorized by NKFM in writing.

5. **Financial Obligations and Liability.**

(a) The parties shall comply with their financial and other obligations described in Exhibit C, which may be updated from time to time by the parties.

(b) **Hold Harmless.** Both NKFM and Owner agree to remain responsible for its own negligence, or tortious acts, errors or omissions occurring during the terms of this Agreement, and the acts errors, or omissions of any its employees, agents or associated and affiliated entities.

Ypsilanti Township Recreation Department
Program: Enhance® Fitness

(c) IN NO EVENT WILL NKFM BE LIABLE TO OWNER, ANY OWNER'S PERSONNEL OR TO ANY THIRD PARTY FOR (i) ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGE OR (ii) AGGREGATE DAMAGES IN EXCESS OF \$10,000, REGARDLESS OF WHETHER ANY SUCH DAMAGE ARISES OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE OR WHETHER ANY SUCH DAMAGE WAS FORESEEABLE OR WHETHER OR NOT NKFM HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

6. **Insurance.** At all times during the term of this Agreement and for a period of two (2) years thereafter, Owner shall maintain commercial general liability insurance coverage with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including bodily injury and property damage, which policy will include contractual liability coverage insuring the activities of NKFM under this Agreement. Such insurance policy shall waive any right of subrogation of the insurers against NKFM, provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of NKFM shall be excess and non-contributory and name NKFM and its related persons and entities as additional insureds.

7. **Intellectual Property.** As between NKFM and Owner, NKFM is and shall be the sole and exclusive owner of (a) all right, title and interest in and to the program that it operates in connection with the Venue and any and all copyrights, trademarks, logos, patents, trade secrets, information, documents, data, know-how, methodologies and other materials and intellectual property rights (collectively, "Intellectual Property") related thereto; and (b) all Intellectual Property developed or acquired by NKFM prior to or independently of this Agreement. Nothing in this Agreement shall, by implication, estoppel or otherwise, grant Owner any rights in any of the foregoing, including, without limitation, any trademarks or logos, and Owner shall refrain from using the NKFM or program names or logos, or any other NKFM Intellectual Property, without first obtaining NKFM's prior written consent.

8. **Miscellaneous.** This Agreement, including its exhibits, constitutes the sole and entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties regarding such subject matter. All notices and other communications under this Agreement must be in writing and addressed to the other party at its address set forth below. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Agreement to effect the original intent of the parties as closely as possible. Except as set forth above, no amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by each party. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise or delay in exercising any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise. This Agreement and all matters arising out of or relating to this Agreement is governed by and is to be construed in accordance with the laws of the State of Michigan, without regard to the conflict of laws provisions thereof. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. The provisions of this Agreement that, by their nature, survive its expiration or

Ypsilanti Township Recreation Department
Program: Enhance[®] Fitness

termination, including, without limitation, Sections 4, 5, 6 and 7, shall so survive. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

Ypsilanti Township Recreation Department
Program: Enhance® Fitness

This agreement shall be effective on May 1, 2020~~July 1, 2019~~ and will automatically renew annually, unless either party needs to make changes or decides to terminate the agreement. It is understood by both parties that at anytime this agreement may be terminated by written notification from either party to the other.

National Kidney Foundation of Michigan

Signature: _____

Name: Charlene Cole

Title: Vice President NKFM

Address: 1169 Oak Valley Drive, Ann Arbor, MI
48108

Ypsilanti Township Recreation Department

Signature: Brenda Stumbo
April 22, 2020

Name: Brenda Stumbo

Title: Ypsilanti Township Supervisor

Address: 2025 E. Clark Road, Ypsilanti, MI 48198

Signature: Karen Lovejoy Roe
April 22, 2020

Name: Karen Lovejoy Roe

Title: Ypsilanti Township Clerk

Address: 2025 E. Clark Road, Ypsilanti, MI 48198

Ypsilanti Township Recreation Department
Program: Enhance[®] Fitness

EXHIBIT A

VENUE, TIME PERIODS, PURPOSE

Venue Description:

Ypsilanti Township Recreation Department, 2025 E. Clark Road, Ypsilanti, MI 48198

Phone Number:

Office 734-544-3838

Program Contact People:

Debbie Aue, daue@ytown.org

Angie Verges, averges@ytown.org

Purpose:

Operation of the EnhanceFitness Program.

Room where the EnhanceFitness Program will take place:

Gym

Square Footage:

62' x 26' = 1612 sq. ft.

Days/Times of the Week for EnhanceFitness Classes:

5 Classes*/week:

Monday, Wednesday, Friday 10:30 – 11:30am

Tuesday, Thursday (EF Lite) 10:30 – 11:30am* The Thursday class will end on September 26th, 2019 because of a decrease in grant funding.

1 hour each session with 15 minutes before and after for set up/take down.

* The number of days/week that classes may be offered will be dependent on funding.

Ypsilanti Township Recreation Department

Program: Enhance[®] Fitness

EXHIBIT B

OWNER REQUIREMENTS

- Provide an ADA accessible facility large enough to hold an Enhance[®] Fitness (EF) class for participants.
- Provide a chair for every participant to use during an EF class.
- Maximum number of participants in class will be: 50
- Provide an Automated External Defibrillator (AED) Machine in a location accessible to NKFM EF Instructor.
- Have a First Aid Kit available and accessible to EF instructors.
- Owner shall keep equipment cart in secure office (includes weights, CPR mask, and lockbox).
- Owner shall lock the office where equipment kept at the end of the day.
- As agreed upon between NKFM and Owner, Owner shall be responsible for loss or theft of equipment from the cart.
- Communicate with participants.
- When deemed necessary, by NKFM staff, manage the confidential collection of waivers, attendance, participant demographic data, fitness checks and health and income information as required by NKFM.
- Follow HIPAA requirements at all times when managing the collection of confidential participant information.
- Recruit participants to attend EF classes, which is inclusive for all adults with varying fitness abilities, including those with intellectual and developmental disabilities and those in wheelchairs.
- Discuss sustainability plan with NKFM, if funding was to change.
- Actively and diligently offer and promote NKFM's services and the EF program, subject to Section 7 of the Agreement.
- Carry out its obligations under the Agreement and otherwise act with a high degree of professionalism, due diligence, care and efficiency.
- Not in any manner represent that it has any ownership in NKFM's intellectual property or that of the EF program.
- Not at any time do, or cause to be done, any act or thing in any way impairing or tending to impair, or challenge the validity of, any part of NKFM's intellectual property or that of the EF program.
- Ensure that the NKFM and EF logos appear on all Owner materials that are relevant to promoting the EF program in the community. This includes brochures, promotional materials, and resource materials, as well as recognition in all media materials such as news releases, public service announcements, online and social media, and event listings.

Ypsilanti Township Recreation Department
Program: Enhance® Fitness

EXHIBIT C
FINANCIAL OBLIGATIONS

Renewing an EnhanceFitness (EF) at Ypsilanti Township Recreation Department at 5 classes/week:
Value: \$14,800

Cost to Ypsilanti Township Recreation Department (Owner): \$Zero.

Owner agrees to:

- Host four EF classes per week for 49-50 weeks per year**.
- No EF classes will be held during the 2-3 week period of the winter holidays. (Verify holiday dates with EF Coordinator by October 1st).
- Notify NKFM in a timely manner if classes must be cancelled or postponed for any reason.
- Notify NKFM the first of the calendar year for annual scheduled closures, such as holidays, voting, other events.
- Assist with secure storage of EF participant donations until they can be sent to NKFM.

The National Kidney Foundation of Michigan (NKFM) agrees to:

- Schedule, pay, and provide oversight to NKFM EF Instructors as funding is available.
- Provide NKFM EF Staff Coordinator support (~1 day/month).
- Provide data management and reports.
- Obtain EF license from Sound Generations.
- Includes training/mentoring of new EF Instructors, if needed.
- Collect participant donations to help sustain the program.
- Seek grant funding to aid in the sustainability of the program.
- Obtain liability insurance.

The parties shall comply with their financial and other obligations described in Exhibit C, which may be updated from time to time by the parties.

National Kidney Foundation of Michigan

Ypsilanti Township Recreation Department

Signature: _____

Signature: Brenda L. Stumbo
Name: Brenda Stumbo
Title: Ypsilanti Township Supervisor
April 22, 2020

Name: Charlene Cole

Title: Vice President NKFM

Signature: Karen Lovejoy Roe
Name: Karen Lovejoy Roe
Title: Ypsilanti Township Clerk
April 22, 2020

Address: 1169 Oak Valley Drive, Ann Arbor, MI
48108

Title: Ypsilanti Township Clerk

Date: _____

Address: 2025 E. Clark Road, Ypsilanti, MI 48198

Date: _____

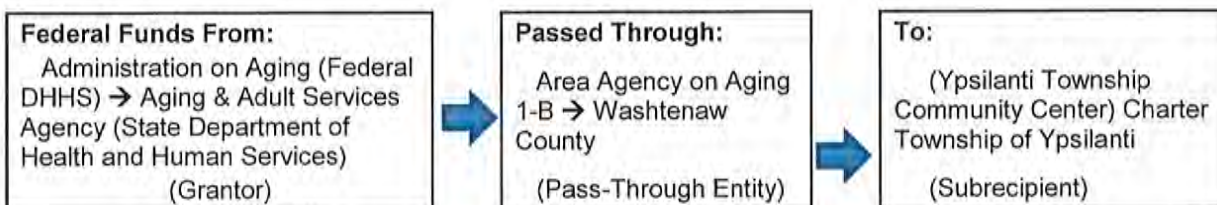
**classes may be cancelled for public health concerns, inclement weather, or upon unforeseen circumstances.

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 October, 2016, 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 Dr. Ypsilanti, MI 48198 (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 Washtenaw County Senior Nutrition Program as requested by the Subrecipient in its application to the County for federal financial assistance.

Flow of Federal Financial Assistance in this Subaward AgreementARTICLE 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)	Ypsilanti Township Community Center:Charter Twp. of Ypsilanti
Subrecipient DUNS Number	_07-839-9060
Federal Award Identification Number (FAIN)	17-9052-CH
Federal Award Date (the date when the federal award is signed by the authorized official of the federal awarding agency)	10/1/2016
Subaward Period of Performance (start and end date)	10/1/2016-09/30/2017
Amount of Federal Funds Obligated by this Agreement	\$761,979

Total Amount of Federal Funds Obligated to the Subrecipient	\$16,000
Total Amount of the Federal Award	\$761,979
Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) described in Title 2 Code of Federal Regulations Part 170)	Programs must provide an appropriate meal, which complies with the current Dietary Guidelines for Americans and provides one-third of the Dietary Reference Intakes (DRI). Meals must be provided to eligible people aged 60 and over and their spouses or caretakers. Local projects may also provide nutrition education, nutrition counseling and other nutrition services, as appropriate, based on the needs of meal participants.
Name of Federal Awarding Agency	Departmental of Health & Human Services
Name of County (Pass-Through Entity)	Washtenaw County
Name and Contact Information for Awarding Official	Moonson River Eninsche, eninschem@ewashtenaw.org , 734-544-3006
CFDA Number and Name	93.045; Special Programs for the Aging_ Title III, Part C_ Nutrition Services
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.	NA

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE II - SCOPE OF SERVICES

The Subrecipient will be responsible for administering senior nutrition services in a lawful and proper manner as detailed in:

- Attachment A-CONG, Delivering congregate meal services to qualifying Washtenaw County residents as outlined in the "AAA 1-B Request for Proposals and Operating Standards Manual FY 2017- 2019" published by the Area Agency on Aging 1-B.

Upon completion of the above services and submission of quarterly invoices, the County will pay the Contractor an annual amount not to exceed \$16,000.

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 Office of Community & Economic Development Director and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - The Subrecipient shall submit financial reports monthly to the designated Human Services Specialist. The Subrecipient shall submit monthly programmatic reports to the designated Human Services Specialist.

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 shall disclose in writing to the County any potential conflict of interest it has related to the County or this agreement.

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 agreement begins on 10/1/2016 and ends on 09/30/2017 *with an option to extend an additional 2 year(s)*. 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.

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.

4. Fidelity Bonding covering employee theft from employer.
5. Third Party Fidelity (Crime Bond) with a minimum of \$50,000, covering employee theft from participant.

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: : Office of Community & Economic Development, 415 West Michigan, Suite 2200, Ypsilanti, MI 48197 CR# _____, 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 \$12.93 per hour with benefits or \$14.43 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, 2017 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: _____

By: _____

Lawrence Kestenbaum (DATE)
County Clerk/Register

Gregory Dill
County Administrator

(DATE)

APPROVED AS TO CONTENT: Ypsilanti Twp. Community Center: Charter Twp. of Ypsilanti

By: _____
Andrea Plevak (DATE)
Interim Director
Office of Community & Economic
Development

BY: Brenda L. Stumbo / Kathy Pyle
Supervisor / Clerk (DATE)
Karin Wojcik Roe

APPROVED AS TO FORM:

April 22, 2020

By: _____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

STANDARD ASSURANCES - NON-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 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 cost) 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 award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. 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.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. 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).
6. Will comply with all Federal statutes relating to nondiscrimination. 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.
7. 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 or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with 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.
9. 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 sub-agreements.

10. Will comply, if applicable, 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.
11. 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).
12. 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.
13. 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.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. 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.
17. Will cause to be performed the required financial and compliance audits 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.
18. Will comply with all applicable requirements of all other Federal laws, executive orders regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Brenda Stumbol

Signature of Subrecipient's Authorized Representative

Kathy Rap

April 22, 2020

Date Submitted

Ypsilanti Twp. Community Center:Charter
Township of Ypsilanti
 Name of Subrecipient Organization

Brenda L. Stumbol
 Supervisor

Karon Lovejoy-Rae
 Clerk

Title of Subrecipient's Authorized Representative

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;

(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:

(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;

(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:

(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;

(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).

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:

Place of Performance (Street address, city, county, state, zip code)

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-

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.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Charter Township of Ypsilanti
Name of Subrecipient Organization

Brenda L. Stumbo / Karen Lovvorn Roe
Printed Name and Title of Subrecipient's Authorized Representative

Supervisor Clerk
Brenda Stumbo / Karen Roe
Signature of Subrecipient's Authorized Representative

April 22, 2020
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: Washtenaw County Senior Nutrition Community Site

CFDA Number: 93.045

Subrecipient Information:

Organization Name: Charter Township of Ypsilanti

Street Address: 7200 S. Huron River Dr. Ypsilanti, MI 48198

City, State, Zip Code

Independent Audit Firm: Post, Smythe, Lutz and Ziel LLP

Certification for Fiscal Year Ending (mm/dd/yyyy) : December 31, 2020

(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]
Signature of Subrecipient's Authorized Representative

4-27-2020 / 4-23-2020
Date

For Washtenaw County Use Only

Reviewed By: _____ Date: _____

**CHARTER TOWNSHIP OF YPSILANTI
2020 BUDGET AMENDMENT #4**

APRIL 21, 2020

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND

Total Increase \$103,622.00

Request to increase budget for employee pay out of PTO time at 75%. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$2,479.00
		Net Revenues	<u><u>\$2,479.00</u></u>
Expenditures:	Salaries Pay Out - PTO & Sick	101-201-000-708.004	\$2,303.00
	FICA	101-201-000-715.000	\$176.00
		Net Expenditures	<u><u>\$2,479.00</u></u>

Request to create a new line for expenses related to obtaining supplies and equipment needed for working during the COVID-19 pandemic. We will allocate expenditures to the appropriate departments after we are through this crisis unless we are reimbursed for the purchases. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$20,000.00
		Net Revenues	<u><u>\$20,000.00</u></u>
Expenditures:	COVID-19 Supplies & Equip	101-267-000-727.300	\$20,000.00
		Net Expenditures	<u><u>\$20,000.00</u></u>

Request to increase the budget for Washtenaw County Road Commission to relocate Hewitt Road Pedestrian Crossing at Burns Avenue to Harding Avenue. This will be funded by and Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$79,185.00
		Net Revenues	<u><u>\$79,185.00</u></u>
Expenditures:	Highway & Street Construction	101-446-000-818.022	\$79,185.00
		Net Expenditures	<u><u>\$79,185.00</u></u>

Request to increase the budget for a streetlight installation at Nancy Park. This will be funded by and Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$1,958.00
		Net Revenues	<u><u>\$1,958.00</u></u>
Expenditures:	StreetLight Construction	101-956-000-926.050	\$1,958.00
		Net Expenditures	<u><u>\$1,958.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI
2020 BUDGET AMENDMENT #4**

APRIL 21, 2020

206 - FIRE FUND

Total Increase \$30,000.00

Request to create a new line for expenses related to obtaining supplies, equipment, and quarantined lodging needed during the COVID-19 pandemic. We will see if we can get reimbursed for any of these expenditures. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	206-000-000-699.000	\$30,000.00
		Net Revenues	<u><u>\$30,000.00</u></u>
Expenditures:	COVID-19 Supplies & Equip	206-206-000-727.300	\$30,000.00
		Net Expenditures	<u><u>\$30,000.00</u></u>

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

Total Increase \$252,032.00

Request to increase budget for construction services of Best Asphalt for Phase II Grove Road Path project contingent upon Board approval. This will be funded by grant funds from Washtenaw County Parks.

Revenues:	County Grant - Connecting	212-000-000-540-200	\$228,177.00
		Net Revenues	<u><u>\$228,177.00</u></u>
Expenditures:	Capital Outlay - Pathway	212-970-000-997.007	\$228,177.00
		Net Expenditures	<u><u>\$228,177.00</u></u>

Request to increase budget for construction engineering services of OHM for the Phase II Grove Road Path project contingent upon Board Approval. This will be funded by grant funds from Washtenaw County Parks.

Revenues:	County Grant - Connecting	212-000-000-540-200	\$23,855.00
		Net Revenues	<u><u>\$23,855.00</u></u>
Expenditures:	Capital Outlay - Pathway	212-970-000-997.007	\$23,855.00
		Net Expenditures	<u><u>\$23,855.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI
2020 BUDGET AMENDMENT #4**

APRIL 21, 2020

236 - 14B DISTRICT COURT FUND

Total Increase \$2,052.00

Request to increase budget for employee pay out of PTO time at 75%. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	236-000-000-699.000	\$2,052.00
		Net Revenues	<u><u>\$2,052.00</u></u>
Expenditures:	Salaries Pay Out - PTO & Sick	236-136-000-708.004	\$1,906.00
	FICA	236-136-000-715.000	\$146.00
		Net Expenditures	<u><u>\$2,052.00</u></u>

266 - LAW ENFORCEMENT FUND

Total Increase \$2,606.00

Request to increase budget for employee pay out of PTO time at 75%. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	236-000-000-699.000	\$2,606.00
		Net Revenues	<u><u>\$2,606.00</u></u>
Expenditures:	Salaries Pay Out - PTO & Sick	236-136-000-708.004	\$2,421.00
	FICA	236-136-000-715.000	\$185.00
		Net Expenditures	<u><u>\$2,606.00</u></u>

Motion to Amend the 2020 Budget (#4)

Move to increase the General Fund budget by \$103,622 to \$9,595,571 and approve the department line item changes as outlined.

Move to increase the Fire Fund budget by \$30,000 to \$6,551,582 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Rec, Roads, General Fund II budget by \$252,032 to \$2,344,721 and approve the department line item changes as outlined.

Move to increase the 14B District Court Fund budget by \$2,052 to \$1,778,370 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund budget by \$2,606 to \$8,122,833 and approve the department line item changes as outlined.

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



ACCOUNTING DEPT

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

Charter Township of Ypsilanti

STATEMENTS AND CHECKS

MAY 5, 2020 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	\$	204,259.62
HAND CHECKS -	\$	454,483.88
CREDIT CARDS PURCHASES -	\$	0.00
GRAND TOTAL -	\$	662,743.50

Check Date	Check	Vendor Name	Amount
Bank AP AP			
04/15/2020	185142	COMCAST CABLE	143.87
04/15/2020	185143	DTE ENERGY	350.52
04/15/2020	185144	WASTE MANAGEMENT	106,268.46
04/15/2020	185145	WASTE MANAGEMENT	31,465.04
04/15/2020	185146	WASTE MANAGEMENT	46,207.03
04/15/2020	185147	WASTE MANAGEMENT	762.07
04/15/2020	185148	WASTE MANAGEMENT	4,296.84
04/21/2020	185149	GOVERNMENTAL CONSULTANT SERVICES	3,113.50
04/16/2020	185150	POSTMASTER	4,378.00 V
04/16/2020	185151	POSTMASTER	4,378.00
04/21/2020	185152	COMCAST CABLE	108.35
04/21/2020	185153	COMCAST CABLE	143.35
04/21/2020	185154	DEMAYA HINTON	70.00
04/21/2020	185155	DTE ENERGY	7,094.93
04/21/2020	185156	JENNIFER WILLIAMS	300.00
04/21/2020	185157	WASTE MANAGEMENT	1,135.42
04/27/2020	185158	BLUE CROSS BLUE SHIELD OF MI	194,084.50
04/27/2020	185159	BLUE CROSS BLUE SHIELD OF MI	30,975.62
04/27/2020	185160	CLEAR RATE COMMUNICATIONS, INC	845.68
04/27/2020	185161	COMCAST CABLE	125.65
04/27/2020	185162	COMCAST CABLE	234.85
04/27/2020	185163	COMCAST CABLE	214.90
04/27/2020	185164	DEARBORN NATIONAL LIFE INSURANCE	5,631.28
04/27/2020	185165	DELTA DENTAL PLAN OF MICHIGAN	12,876.96
04/27/2020	185166	DTE ENERGY	23.87
04/27/2020	185167	VISION SERVICE PLAN	3,558.19
04/27/2020	185168	ED SERZO	75.00

AP TOTALS:

Total of 27 Checks:	458,861.88
Less 1 Void Checks:	4,378.00
Total of 26 Disbursements:	454,483.88

Checks #185138 thru #185141
VOIDED
Printing malfunction...

Check Date	Check	Vendor Name	Amount
Bank AP AP			
05/05/2020	185169	AMAZON CAPITAL SERVICES	4,939.29
05/05/2020	185170	ANN ARBOR CLEANING SUPPLY	531.16
05/05/2020	185171	ANN ARBOR WELDING SUPPLY CO	279.93
05/05/2020	185172	AUTO VALUE YPSILANTI	245.65
05/05/2020	185173	CARLISLE/WORTMAN ASSOCIATES	10,140.45
05/05/2020	185174	CHARTER TOWNSHIP OF SUPERIOR	363.60
05/05/2020	185175	CHELSEA TIDERINGTON	1,216.60
05/05/2020	185176	CIT GROUP	1,619.00
05/05/2020	185177	CIVICPLUS LLC	8,949.49
05/05/2020	185178	COMCAST BUSINESS	3,481.88
05/05/2020	185179	DAN KIMBALL	150.00
05/05/2020	185180	EASTERN MICHIGAN UNIVERSITY	1,200.00
05/05/2020	185181	EMERGENCY MEDICAL PRODUCTS	257.76
05/05/2020	185182	EMERGENT HEALTH PARTNERS	6,447.35
05/05/2020	185183	FASTENAL	79.74
05/05/2020	185184	FEDERAL EXPRESS CORPORATION	138.24
05/05/2020	185185	FIBER LINK	256.50
05/05/2020	185186	FIREFIGHTER MATTRESSES.COM	4,728.00
05/05/2020	185187	GLOBAL EQUIPMENT COMPANY	39.65
05/05/2020	185188	GMIS INTERNATIONAL HEADQUARTERS	200.00
05/05/2020	185189	GOOSEWORKS, LLC	1,000.00
05/05/2020	185190	GRAINGER	1,557.08
05/05/2020	185191	GRIFFIN PEST SOLUTIONS	93.00
05/05/2020	185192	HOME DEPOT	19.44
05/05/2020	185193	LAWRENCE HENDRICKS	120.00
05/05/2020	185194	LOOKING GOOD LAWNS	36,715.00
05/05/2020	185195	MARIE BUTLER	80.00
05/05/2020	185196	MICHIGAN LINEN SERVICE, INC.	567.06
05/05/2020	185197	MLIVE MEDIA GROUP	322.00
05/05/2020	185198	NAPOLEON BEE SUPPLY	140.78
05/05/2020	185199	NFFA	125.00
05/05/2020	185200	NYE UNIFORM EAST	227.50
05/05/2020	185201	OFFICE EXPRESS	92.69
05/05/2020	185202	ORCHARD, HILTZ & MCCLIMENT INC	62,251.75
05/05/2020	185203	OSCAR W. LARSON CO.	6,385.00
05/05/2020	185204	PNC EQUIPMENT FINANCE, LLC	2,080.20
05/05/2020	185205	PRINTING SYSTEMS	4,488.42
05/05/2020	185206	PRIORITY ONE EMERGENCY	9,360.97
05/05/2020	185207	RHETT REYES	693.00
05/05/2020	185208	RICOH USA, INC.	168.95
05/05/2020	185209	SOUTHERN COMPUTER WAREHOUSE	64.36
05/05/2020	185210	SPARTAN DISTRIBUTORS	17,607.75
05/05/2020	185211	STANDARD PRINTING	150.00
05/05/2020	185212	STANTEC	8,089.50
05/05/2020	185213	ULLIANCE	1,084.80
05/05/2020	185214	UNIFIRST CORPORATION	102.92
05/05/2020	185215	VERIZON CONNECT NWF, INC.	758.00
05/05/2020	185216	VICTORY LANE	56.74
05/05/2020	185217	W.J. O'NEIL COMPANY	2,924.00
05/05/2020	185218	WASHTENAW COUNTY LEGAL NEWS	150.00
05/05/2020	185219	YPSILANTI ACE HARDWARE	41.77
05/05/2020	185220	ZOLL MEDICAL CORPORATION	1,477.65

AP TOTALS:

Total of 52 Checks:	204,259.62
Less 0 Void Checks:	0.00
Total of 52 Disbursements:	204,259.62

ATTORNEY REPORT

GENERAL LEGAL UPDATE

NEW BUSINESS

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



Charter Township of Ypsilanti
Residential Services Department

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-0073
Fax: (734)544-3501

www.ytown.org

MEMORANDUM

TO: Ypsilanti Township Board of Trustees

FROM: Mike Hoffmeister, Director – Residential Services Department

DATE: April 9, 2020

RE: **Request authorization to approve the Fourth Addendum with Waste Management to extend their services through September 30, 2020 contingent upon receipt and legal counsel review of insurance and performance bond documentation.**

The Residential Services Department is requesting the Ypsilanti Township Board of Trustees to consider authorization to approve the Fourth Addendum, or a three month extension with Waste Management to extend their services through September 30, 2020. This addendum would start July 1, 2020. Legal counsel has requested updated insurance and performance bond extension language through the new expiration date. We have yet to receive that information from Waste Management so this agenda item is contingent upon that information. This would allow Township staff to properly put together a Request for Proposals for a trash hauler. The timing of this project was substantially halted during the COVID-19 pandemic. The Board of Trustees previously approved staff the ability to go to bid for a trash hauler at the March 3, 2020 Board of Trustees meeting.

Respectfully Submitted,

Mike Hoffmeister
Director of Residential Services

FOURTH ADDENDUM

This Fourth Addendum is made and entered into as of this ___ day of _____, 2020, by and between the Charter Township of Ypsilanti (“Township”) and Waste Management of Michigan, Inc. (“Contractor”).

Recitals

WHEREAS, on or about July 1, 2000, the parties entered into the following agreements: i) Residential Solid Waste Collection and Disposal Agreement (“Solid Waste Agreement”), ii) Recyclable Agreement, and iii) Yard Waste Agreement. These three agreements were amended on or about January 19, 2005 with a First Addendum, February 16, 2010 with a Second Addendum and October 22, 2014 with a Third Addendum. The Solid Waste Agreement, Recyclable Agreement and Yard Waste Agreement, all as amended by the First, Second, Third and Fourth Addendums, shall be hereinafter referred to as the “Agreements”; and

WHEREAS, the Township and Contractor now desire to amend the Agreements.

Amendments

The Township and Contractor agree to amend the Agreements as follows:

1. Term. The term of the Agreements is hereby extended for an additional three months, commencing July 1, 2020 and ending September 30, 2020. The Agreements may be extended for additional periods of time, upon mutual agreement of the parties.
2. Rates. The service rates in effect for the period of July 1, 2020 through September 30, 2020 are as follows:

Trash	\$ 8.70 per unit per month
Recycle	\$ 2.04 per unit per month
Yard Waste	\$ 2.12 per unit per month

* Recycle processing charge is in addition to above rates and is variable based on changes in recycle volume and processing cost. Township will continue to pay for recycle processing based on the current Agreement formula (Total monthly tons x processing rate + \$2.50/ton admin fee)

3. No Changes. Except as specifically modified herein, all other terms of the Agreements will continue in full force and effect.

WHEREFORE, the Parties hereto have executed this Fourth Addendum on the date and year first written above.

CHARTER TOWNSHIP OF YPSILANTI

**WASTE MANAGEMENT OF
MICHIGAN, INC.**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

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



Charter Township of Ypsilanti
Residential Services Department

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-0073
Fax: (734)544-3501

www.ytown.org

MEMORANDUM

TO: Ypsilanti Township Board of Trustees

FROM: Mike Hoffmeister, Director – Residential Services Department

DATE: April 3, 2020

RE: **Request authorization to approve the contract with Best Asphalt to complete Phase II of the Grove Road pathway in the amount of \$225,869.50 budgeted in line #212-970-000-997-007**

The Residential Services Department is requesting the Ypsilanti Township Board of Trustees to consider authorization to approve the contract with Best Asphalt to complete the construction of Phase II of the Grove Road Trail project. Best Asphalt is willing to keep their 2019 rates in order to complete the Grove Road trail project. This contract document was created after a recommendation by Legal Counsel and in lieu of the resources that would be required for going back out to bid for Phase II. This project is part of the Border to Border project partnership with the Washtenaw County Parks & Recreation Commission. This project will be paid for by Ypsilanti Township (per an agreement amendment and budget amendment approved on 4/21) but will be reimbursed by the Washtenaw County Parks & Recreation Commission.

Respectfully Submitted,

Mike Hoffmeister
Director of Residential Services

**CONTRACT DOCUMENTS
FOR
GROVE ROAD PATHWAY - PHASE II**

**CHARTER TOWNSHIP OF YPSILANTI
YPSILANTI, MI, 48197**

**OHM Advisors
Consulting Engineers
34000 Plymouth Road
Livonia, Michigan 48150**

0098-19-0033

Grove Road Pathway - Phase II
Charter Township of Ypsilanti
0098-19-0033

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SUPPLEMENTAL INSTRUCTIONS TO CONTRACTOR

These Supplemental Instructions to Contractor (SIC) amend or supplement the Instructions to Bidders. All provisions that are not so amended or supplemented remain in full force and effect.

A. Time of Completion & Construction Schedule

Prior to the execution of the Contract, the CONTRACTOR shall submit an outline of his proposed order of work and indicate dates for completing the major items of work. Major items shall be considered to be **removal of pavement, station grading, paving, and surface restoration**. This schedule, when approved by the Charter Township of Ypsilanti, shall become part of the Contract.

A pre-construction meeting shall be arranged prior to the start of work. The CONTRACTOR shall bring a tentative schedule to the pre-construction meeting. At this time, all Contract requirements shall be reviewed.

It is anticipated that construction will begin on **June 2, 2020**. The CONTRACTOR shall complete the proposed work in order to have the **pathway construction and rehabilitation** finished as of the substantial completion date. Final cleanup and restoration shall be finished by the project completion date, unless otherwise directed in writing by the OWNER or its ENGINEER.

Summary of anticipated dates:

Contract Award May 5, 2020
Notice to Proceed May 19, 2020
Construction Start Date June 2, 2020
Substantial Completion Date..... July 14, 2020
Project Completion..... August 7, 2020

The construction start date is tentative for June 2, 2020 dependent on Covid-19 affiliated Executive Order tolerance.

All requests for extensions of time shall be submitted in writing in accordance with Section 15 of the General Conditions. Such requests shall:

1. Detail the reason for the request.
2. Provide a realistic revised completion date.
3. Indicate any other areas that may be impacted by such an extension.

The CONTRACTOR shall request a deadline extension as soon as it has become apparent the completion date is unreasonable. In no case will a request be considered if it is submitted after the originally required completion date has passed.

A. Existing Conditions and Pathway Construction

The current project, Phase II, will construct a 10-foot wide HMA pathway through Township owned property (the former Rivergrove Condo site and North Hydro Park), along with the rehabilitation and placement of an 8-foot HMA pathway on the north side of Grove Road between Snow Road and Rawsonville Road.

B. Permits

The following permits will be required for project construction. The CONTRACTOR is required to comply with all terms and conditions of the permit as incidental to the unit prices bid and no extra compensation will be allowed.

- a. Permitting Agency: Charter Township of Ypsilanti SESC
Contact at Agency: Mike Radzik
Phone number: (734) 544-3730
Permit Fee: Letter of Retainage (by Township)
Bond Amount (if applicable): N/A
Date of Application: Contractor needs to apply
Person Responsible for Acquiring the Permit: Contractor
Date Permit issued if already in hand: TBD
- b. Permitting Agency: Washtenaw County Road Commission (WCRC)
Contact at Agency: Gary Streight
Phone number: (734) 761-1500
Permit Fee: Letter of Retainage (by Township)
Bond Amount (if applicable): N/A
Date of Application: Contractor needs to apply
Person Responsible for Acquiring the Permit: Contractor
Date Permit issued if already in hand: TBD

Application has been made by the Engineer for the permit identified above. Unless otherwise indicated, the CONTRACTOR must secure the WCRC permit prior to the start of construction within the Grove Street Right-of-Way and shall be responsible for all associated fees, deposits, bonds, proof of insurance, etc. These fees shall not exceed \$1,000 and the Mobilization, 5% Max. bid item shall account for this allowance. The permit review fee shall be paid for by the Township. The Contractor shall also be responsible for arranging for inspection by the governing agencies. Work cannot proceed until all permits are obtained.

C. Minimum Wage Requirements

The OWNER has specific minimum wage requirements that are as follows:

Davis-Bacon Act, July 2, 1964 (Title 40, USC, 276A)

Anti-Kickback Act (Title 18, USC 874)

U.S. Department of Labor Regulations and Standards (Title 29, 1, 3 and 5)

Equal Employment Opportunity Act, September 18, 1965 (Executive Order No. 11246)

Federal Occupational Safety and Health Act of 1970

Housing and Urban Development Act of 1968, Section 3, as amended, 12 USC, 1701u.

See the Supplemental Specifications for additional information.

D. Phase II Contract and Provision Clarification

All pay items and provisions not included within the Grove Road Pathway Phase II contract book shall be referred to in the Grove Street Pathway Extension project with Job No: 0098-18-0020. All references of “bidder,” “bid,” and “bidding” in the Grove Road Pathway Phase II contract book shall have Best Asphalt as the referenced bidding entity and Best Asphalt shall adhere to responsibilities of the bidder within the current contract where applicable or shall refer to the original Grove Street Pathway Extension project.

INSURANCE SPECIFICATIONS

1. LIABILITY OF CONTRACTOR

The Contractor shall take all responsibility for the work and shall provide barricades, watchmen and lights, and take all precautions for preventing injuries to persons and property on or about the work; shall bear all losses resulting to him on account of the amount or character of the work or because the nature of the ground in which the work is done is different from what was estimated or expected, or on account of weather, floods, elements or other cause; and shall assume defense of, indemnify and save harmless the party of the first part and its individual officers and agents from all claims relating to labor, equipment and materials furnished for the work, inventions, patents and patent rights used in doing the work, also to injuries to any person or property received or sustained by or from the CONTRACTOR, his agents or employees.

The mention of any specific duty or liability of the CONTRACTOR in any part of the specifications shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the CONTRACTOR by the specifications.

INDEMNIFICATION - HOLD HARMLESS AGREEMENT

The CONTRACTOR agrees to indemnify, defend, and save harmless the OWNER and ENGINEER, their consultants, agents, and employees, from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the OWNER and ENGINEER, their consultants, agents, and employees for damages to property and for damages because of bodily injury, including death at any time resulting therefrom, arising out of or in consequence of the performance of this work, whether such injuries to persons or damage to property is due, or claimed to be due, to the negligence of the CONTRACTOR, his subcontractors, the OWNER, the ENGINEER, and their consultants, agents, and employees, except only such injury or damage as shall have been occasioned by the sole negligence of the

OWNER, the ENGINEER, and their agents and/or consultants.

COMPOSITION OF THE CONTRACTOR

If the CONTRACTOR hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

2. INSURANCE

2.1. Insurance Required of the CONTRACTOR:

Prior to commencement of work, the CONTRACTOR shall purchase and maintain during the term of the project such insurance as will protect him, the OWNER(s), and Orchard, Hiltz & McCliment, Inc., Consulting Engineers, from claims arising out of the work described in this Contract and performed by the CONTRACTOR, subcontractor(s) or sub-subcontractor(s) consisting of:

2.1.1. Workers' Compensation Insurance including Employer's Liability to cover employee injuries or disease compensable under the Workers' Compensation Statutes of the states in which work is conducted under this Contract; disability benefit laws, if any; or Federal compensation acts such as U.S. Longshoremen or Harbor Workers', Maritime Employment, or Railroad Compensation Act(s), if applicable. Self-insurance plans approved by the regulatory authorities in the state in which work on this project is performed are acceptable.

2.1.2. A Comprehensive General Liability policy to cover bodily injury to persons other than employees and for damage to tangible property including loss of use thereof, including the following exposures:

- A. All premises and operations.
- B. Explosion, collapse and underground damage.

- C. Contractor's Protective coverage for independent contractors or subcontractors employed by him.
- D. Contractual Liability for the obligation assumed in the Indemnification or Hold Harmless agreement found under Part I of this Section.
- E. The usual Personal Injury Liability endorsement with no exclusions pertaining to employment.
- F. Products and Completed Operations coverage. This coverage shall extend through the contract guarantee period.

2.1.3. A Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owned, non-owned and hired vehicles. In light of the standard policy provisions concerning (a) loading and unloading, and b) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that Comprehensive General Liability and Comprehensive Auto Liability be written by the same insurance carrier, though not necessarily in one policy.

2.1.4. CONTRACTOR will purchase for the OWNER an Owner's Protective Liability policy to protect the OWNER; the ENGINEER (Orchard, Hiltz & McCliment, Inc.); their consultants, agents, employees and such public corporations in whose jurisdiction the work is located for their contingent liability for work performed by the CONTRACTOR, the subcontractor(s) or the sub-subcontractor(s) under this Contract.

2.1.5. CONTRACTOR shall purchase a Builder's Risk-Installation Floater in a form acceptable to the OWNER covering property of the project for the full cost of replacement as of the time of any loss which shall include, as named insureds, (a) the CONTRACTOR, (b)

all subcontractors, (c) all sub-subcontractors, (d) the OWNER, and Orchard, Hiltz & McCliment, Inc., Consulting Engineers, as their respective interests may prove to be at the time of loss, covering insurable property which is the subject of this Contract, whether in place, stored at the job site, stored elsewhere, or in transit at the risk of the insured(s). Coverage shall be effected on an "All Risk" form, including but not limited to the perils of fire, wind, collapse, vandalism, theft and earthquake, with exclusions normal to the cover. The CONTRACTOR may arrange for such deductibles as he deems to be within his ability to self-assume, but he will be held solely responsible for the amount of such deductible and for any co-insurance penalties. Any insured loss shall be adjusted with the OWNER and CONTRACTOR and paid to the OWNER and CONTRACTOR as Trustee for the other insureds.

2.1.6. Umbrella or Excess Liability

The OWNER or its representative may, for certain projects, require limits higher than those stated in paragraph. 2.2 that follows. CONTRACTOR is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the CONTRACTOR's general liability and to his automobile liability insurance.

2.1.7. Railroad Protective Liability

Where such an exposure exists, the CONTRACTOR will provide coverage in the use of each railroad company having jurisdiction over rights-of-way across which work under the Contract is to be performed. The form of policy and limits

of liability shall be determined by the railroad company(ies) involved.

2.2.6. Umbrella or Excess Liability

\$2,000,000

2.2. Limits of Liability

The required limits of liability for insurance coverages requested in Section 2.1 shall be not less than the following:

2.2.1. Worker's Compensation

Coverage A Compensation	Statutory
Coverage B Employer's Liability	\$100,000

2.2.2. Comprehensive General Liability

Bodily Injury - Each Occurrence	\$500,000
Bodily Injury - Aggregate (Completed Operations)	\$500,000
Property Damage - Each Occurrence	\$100,000
Property Damage - Aggregate	\$500,000
or combined single limit	\$1,000,000

2.2.3. Comprehensive Automobile Liability

Bodily Injury	\$500,000
Property Damage	\$200,000
or combined single limit	\$1,000,000

2.2.4. Owner's Protective

Bodily Injury- Each Occurrence	\$1,000,000
Property Damage- Each Occurrence	\$250,000
Property Damage- Aggregate	\$500,000
or combined single limit	\$1,500,000

2.2.5. Builder's Risk-Installation Floater

Cost to replace at time of loss

2.3. Insurance - Other Requirements

2.3.1. Notice of Cancellation or Intent Not to Renew

Policies will be endorsed to provide that at least thirty (30) days written notice shall be given to the OWNER and the ENGINEER of cancellation or of intent not to renew.

2.3.2. Evidence of Coverage

Prior to the commencement of work, the CONTRACTOR shall furnish to the OWNER, Certificates of Insurance in force on the Owner's Form of Certificate provided. Other forms of certificate are acceptable only if (1) they include all items prescribed in the Owner's Form of Certificate, including agreement to cancellation provisions outlined in Paragraph 2.3.1 above, and (2) they have the written approval of the OWNER and ENGINEER. The OWNER reserves the right to request complete copies of the policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "Originally Signed Copies," and so designated.

A. Insurance Required for the CONTRACTOR

- i. Workers' Compensation and Employers' Liability Comprehensive General Liability, including:
 - a. All premises and operations.
 - b. Explosion, collapse, and underground damage.
 - c. Contractors' Protective.
 - d. Contractual Liability for obligations assumed in the Indemnification-Hold Harmless agreement of this contract.
 - e. Personal Injury Liability.
 - f. Products and Completed Operations.
- ii. Comprehensive Automobile Liability, including owned, non-owned, and hired vehicles.
- iii. Umbrella or Excess Liability.

B. Insurance Required for the OWNER

Owners' Protective Liability which names as insured(s) the OWNER; the ENGINEER, Orchard, Hiltz & McCliment, Inc.; their consultants, agents, employees and such public corporations in whose jurisdiction the work is located.

C. Insurance Required for the CONTRACTOR and the OWNER

Builders Risk-Installation Floater which names as insured(s) the OWNER; the ENGINEER, Orchard, Hiltz & McCliment, Inc.; their consultants, agents and employees; the CONTRACTOR and all subcontractors.

2.3.3. Qualification of Insurers

In order to determine the financial strength and reputation of insurance carriers, all companies providing coverages required shall be licensed or approved by the Office of Financial and Insurance Services of the State of Michigan. The company shall also have a financial rating not lower than X and a policyholder's service rating no lower than A as listed in A.M. Best's Key Rating Guide, current edition. Companies with ratings lower than A:X will be acceptable only upon the written consent of the OWNER

End of Section

SUBCONTRACTOR LISTING

Bidder submits to use the following subcontractors for performance of the work in accordance with Article 9 of the Instructions to Bidders.

Note to Bidder: List all work you propose to sublet on this Contract. Include each subcontractors name, address, phone, fax and e-mail address. Also include a description of work to be performed by subcontractor. For example: restoration, landscaping, lighting, signage, bore and jack, etc. List approximate dollar value of the subcontract.

NAME, ADDRESS & PHONE NO. OF SUBCONTRACTOR	DESCRIPTION OF WORK	APPROXIMATE DOLLAR VALUE OF SUBCONTRACT
		\$ _____
Phone: _____		
FAX: _____		
E-mail _____		
		\$ _____
Phone: _____		
FAX: _____		
E-mail _____		

_____ \$ _____

Phone: _____

FAX: _____

E-mail _____

_____ \$ _____

Phone: _____

FAX: _____

E-mail _____

_____ \$ _____

Phone: _____

FAX: _____

E-mail _____

IRAN LINKED BUSINESS CERTIFICATION

Pursuant to Michigan Public Act 517 of 2012, any Bidder that submits a bid on a request for proposal with the Charter Township of Ypsilanti shall certify that Bidder is not an Iran linked business. An Iran linked business is not eligible to submit a bid on a request for proposal with the Charter Township of Ypsilanti. See attached definitions regarding this certification.

The undersigned Bidder does hereby certify, pursuant to Michigan Public Act 517 of 2012, that:

Bidder is not a person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, or

Bidder is not a financial institution that extends credit to another person if that person will use the credit to engage in investment activities in the energy sector of Iran.

Date: _____

By: _____

Its: _____

Subscribed and sworn to before me, a Notary Public on this ____ day of _____, _____.

Notary Public _____

_____ County, Michigan

My Commission Expires: _____

DEFINITIONS

- (A) “Energy sector of Iran” means activities to develop petroleum or natural gas resources or nuclear power in Iran.
- (B) “Investment” means 1 or more of the following:
- i. A commitment or contribution of funds or property.
 - ii. A loan or other extension of credit.
 - iii. The entry into or renewal of a contract for goods or services.
- (C) “Investment activity” means 1 or more of the following:
- i. A person who has an investment of \$20,000,000.00 or more in the energy sector of Iran.
 - ii. A financial institution that exceeds \$20,000,000.00 or more in credit to another person, for 45 days or more, if that person will use the credit for investment in the energy sector of Iran.
- (D) “Iran” means any agency or instrumentality of Iran.
- (E) “Iran linked business” means either of the following:
- i. A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran.
 - ii. A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.
- (F) “Person” means any of the following:
- i. An individual, corporation, company, limited liability company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group.
 - ii. Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in section 1701(c) (3) of the international financial institutional act, 22 USC 262r(c) (3).
 - iii. Any successor, subunit, parent company, or subsidiary of, or company under common ownership or control with, any entity described in subparagraph (i) or (ii).
- (G) “Public entity” means this state or an agency or authority of this state, school district, community college district, intermediate school district, city, village, township, county, public authority, or public airport authority.

AGREEMENT

This AGREEMENT is by and between Charter Township of Ypsilanti (hereinafter called OWNER) and Best Asphalt, Inc. (hereinafter called CONTRACTOR).

ARTICLE 1 WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Phase II project, will construct 850-feet of a 10-foot wide HMA pathway through Township owned property along with the rehabilitation and placement of 950-feet of an 8-foot HMA pathway on the north side of Grove Road between Snow Road and Rawsonville Road.

ARTICLE 2 THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Grove Road Pathway - Phase II

ARTICLE 3 ENGINEER

3.01 The Project has been designed by Orchard Hiltz & McCliment, Inc. who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 CONTRACT TIMES

4.01 Time is of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment

A. The Work will be substantially completed on or before July 14, 2020, and completed and ready for final payment on or before August 7, 2020.

ARTICLE 5 CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 5.01.A below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work multiplied by the measured quantity of that item as indicated in the Bid Form (Bid Form to be inserted here at the time the Agreement is to be signed.):

**Bid Form for
Grove Road Pathway - Phase II
Charter Township of Ypsilanti, Washtenaw County, State of Michigan
OHM Job Number: 0098-19-0033**

Item	Description	Estimated Quantity	Unit Price	Amount
<u>Category 1 - Grove Rd - Removal</u>				
1	Pavt, Rem	71.00 Syd	\$ 10.00	\$ 710.00
2	Sidewalk, Rem	235.00 Syd	\$ 18.00	\$ 4,230.00
3	Curb and Gutter, Conc, Rem	125.00 Ft	\$ 10.00	\$ 1,250.00
4	Silt Fence	1436.00 Ft	\$ 1.50	\$ 2,154.00
5	Erosion Control, Inlet Protection, Fabric Drop	6.00 Ea	\$ 100.00	\$ 600.00
Subtotal Category 1 (ITEM 1-5 incl.):				\$ 8,944.00
<u>Category 2 - Grove Rd - Construction</u>				
6	Shared Use Path, Grading	10.00 Sta	\$ 2,100.00	\$ 21,000.00
7	Driveways, Aggregate Base 6 inch	27.00 Syd	\$ 7.50	\$ 202.50
8	Shared Use Path, Aggregate Base, 6 inch	733.00 Syd	\$ 14.50	\$ 10,628.50
9	Shared Use Path, HMA 13A, 3 inch	577.00 Syd	\$ 21.00	\$ 12,117.00
10	Conc Pavt, Nonreinf, 6 inch	71.00 Syd	\$ 94.00	\$ 6,674.00
11	Concrete Curb and Gutter, Detail F4	148.00 Ft	\$ 50.00	\$ 7,400.00
12	Detectable Warning Surface	25.00 Ft	\$ 50.00	\$ 1,250.00
13	Sidewalk Ramp, Conc, 6 inch	388.00 Sft	\$ 15.00	\$ 5,820.00
14	Sidewalk, Conc, 4 inch	528.00 Sft	\$ 12.00	\$ 6,336.00
15	Turf Establishment	8.50 Sta	\$ 400.00	\$ 3,400.00
Subtotal Category 2 (ITEM 6-15 incl.):				\$ 74,828.00
<u>Category 3 - Hydropark - Removal</u>				
16	Sidewalk, Rem	171.00 Syd	\$ 18.00	\$ 3,078.00
17	Curb and Gutter, Conc, Rem	26.00 Ft	\$ 10.00	\$ 260.00
18	Silt Fence	1874.00 Ft	\$ 1.50	\$ 2,811.00
19	Erosion Control, Inlet Protection, Fabric Drop	2.00 Ea	\$ 100.00	\$ 200.00
Subtotal Category 3 (ITEM 16-19 incl.):				\$ 6,349.00

**Bid Form for
Grove Road Pathway - Phase II
Charter Township of Ypsilanti, Washtenaw County, State of Michigan
OHM Job Number: 0098-19-0033**

Category 4 - Hydropark - Construction

20	Class II Sand, Subgrade	124.00 Ton	\$	28.00	\$	3,472.00
21	Shared Use Path, Grading	9.00 Sta	\$	2,100.00	\$	18,900.00
22	Shared Use Path, Aggregate Base, 6 inch	1257.00 Syd	\$	14.50	\$	18,226.50
23	Shared Use Path, HMA 13A, 3 inch	894.00 Syd	\$	21.00	\$	18,774.00
24	Concrete Curb and Gutter, Detail F4	206.00 Ft	\$	50.00	\$	10,300.00
25	Detectable Warning Surface	10.00 Ft	\$	50.00	\$	500.00
26	Sidewalk Ramp, Conc, 6 inch	301.00 Sft	\$	15.00	\$	4,515.00
27	Sidewalk, Conc, 4 inch	900.00 Sft	\$	12.00	\$	10,800.00
28	Pedestrian Ahead, Yellow Green, Permanent Sign, 6 foot	2.00 Ea	\$	550.00	\$	1,100.00
29	Sign Crosswalk, Yield, Yellow Green, Permanent Sign, 6 I	2.00 Ea	\$	550.00	\$	1,100.00
30	Remove and Reset Salvaged Sign	1.00 Ea	\$	100.00	\$	100.00
31	Pavt Mrkg, Polyurea, 12 inch, White	120.00 Ft	\$	9.50	\$	1,140.00
32	Landscaping, Island	1.00 Ea	\$	950.00	\$	950.00
33	Park Bench, Typical	2.00 Ea	\$	140.00	\$	280.00
34	Park Trash Receptacle, Typical	2.00 Ea	\$	140.00	\$	280.00
35	Wayfinding Post, Galv Steel, 8 Foot	1.00 Ea	\$	550.00	\$	550.00
36	Turf Establishment	9.00 Sta	\$	400.00	\$	3,600.00
37	Adjust Drainage/Utility Structure	1.00 Ea	\$	300.00	\$	300.00

Subtotal Category 4 (ITEM 20-37 incl.): 94,887.50

Category 5 - Miscellaneous

38	Traffic Maintenance and Control	1.00 LSUM	\$	10,000.00	\$	10,000.00
39	Audio Video Route Survey	1.00 LSUM	\$	3,000.00	\$	3,000.00
40	Mobilization, Max	1.00 LSUM	\$	5,000.00	\$	5,000.00
41	Tree, Rem, 6 inch to 18 inch	8.00 Ea	\$	450.00	\$	3,600.00
42	Stump, Rem, 6 inch to 18 inch	12.00 Ea	\$	100.00	\$	1,200.00
43	Sidewalk, Rem	20.00 Syd	\$	18.00	\$	360.00
44	Subgrade Undercutting, Type II (Special)	59.00 Cyd	\$	89.00	\$	5,251.00
45	Hand Patching	7.00 Ton	\$	350.00	\$	2,450.00

Subtotal Category 5 (ITEM 38-45 incl.): \$ 30,861.00

**Bid Form for
Grove Road Pathway - Phase II
Charter Township of Ypsilanti, Washtenaw County, State of Michigan
OHM Job Number: 0098-19-0033**

Category 6 - Permits

46	SESC Permit/Inspection Allowance	4000.00 Dir	\$	1.00	\$	4,000.00
47	WCRC Permit/Inspection Allowance	6000.00 Dir	\$	1.00	\$	6,000.00

Subtotal Category 6 (ITEM 46-47 incl.): \$ 10,000.00

Subtotal Category 1:	\$ <u>8,944.00</u>
Subtotal Category 2:	\$ <u>74,828.00</u>
Subtotal Category 3:	\$ <u>6,349.00</u>
Subtotal Category 4:	\$ <u>94,887.50</u>
Subtotal Category 5:	\$ <u>30,861.00</u>
Subtotal Category 6:	\$ <u>10,000.00</u>

Total Bid Amount (Categories 1-6 incl.): \$ \$225,869.50

As provided in Article 13 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in Article 23 of the General Conditions.

ARTICLE 6 PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

CONTRACTOR shall be paid in accordance with Article 14 of the General Conditions.

ARTICLE 7 CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance of the Work.

CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified in the Supplemental Instructions to Bidders and (2) reports and drawings of a hazardous environmental condition, if any, at the site which has been identified in the Supplemental Instructions to Bidders.

CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

CONTRACTOR does not consider that any further examinations, investigations, exploration, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 CONTRACT DOCUMENTS

8.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Maintenance and Guarantee Bond;
5. General Conditions;
6. General Specifications;
7. Technical Specifications as listed in the table of contents of the Project Manual;
8. Appendices;
9. Drawings consisting of a cover sheet and sheets numbered 1 through 12, inclusive, with each sheet (excluding standard details) bearing the following general title: Grove Road Pathway - Phase II;
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Orders;
 - c. Change Order(s).

The documents listed in paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8.

ARTICLE 9 MISCELLANEOUS

9.01 Terms

Terms used in this Agreement will have the meanings indicated in the General Conditions.

9.02 Assignment of Agreement

No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 Successors and Assigns

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 Severability

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, _____
(which is the Effective Date of the Agreement)

OWNER:

CONTRACTOR:

By: _____
(CORPORATE SEAL)

By: _____
(CORPORATE SEAL)

Attest _____

Attest _____

Address for giving notices: _____

Address for giving notices: _____

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER – CONTRACTOR Agreement)

License No. _____
(Where applicable)
Agent for service of process: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

FAX: _____

FAX: _____

PERFORMANCE BOND

Any singular reference to CONTRACTOR, Surety, OWNER or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Best Asphalt, Inc.
6334 N. Beverly Plaza
Romulus, MI 48174

SURETY (Name and Address of Principal
Place of Business):

OWNER:
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI, 48197

CONTRACT

Date:
Amount: \$225,869.50
Description: Grove Road Pathway - Phase II
Charter Township of Ypsilanti

BOND

Date (Not earlier than Contract Date):
Amount: \$225,869.50
Modifications to this Bond Form:

Surety and CONTRACTOR, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corp. Seal) Company: _____ (Corp. Seal)

Signature: _____ Signature: _____

Name & Title: _____ Name & Title: _____
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required).

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corp. Seal) Company: _____ (Corp. Seal)

Signature: _____ Signature: _____

Name & Title: _____ Name & Title: _____
(Attach Power of Attorney)

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER for the performance of the Contract, which is incorporated herein by reference.
2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1
3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:
 - 3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and
 - 3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and
 - 3.3. The OWNER has agreed to pay the Balance of the Contract Price to:
 - 3.3.1. The Surety in accordance with the terms of the Contract;
 - 3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;
 - 4.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefore to the OWNER; or

4.4.2. Deny liability in whole or in part and notify the OWNER citing reasons therefore.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on the Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.
6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
 - 6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in
7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on the bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was being performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a

statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price:
The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR or any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2. Contract: the agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the contract or to perform and complete or comply with the other terms thereof.

End of Section

PAYMENT BOND

Any singular reference to CONTRACTOR, Surety, OWNER or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Best Asphalt, Inc.
6334 N. Beverly Plaza
Romulus, MI 48174

SURETY (Name and Address of Principal Place of Business):

OWNER:
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI, 48197

CONTRACT

Date:
Amount: \$225,869.50
Description: Grove Road Pathway - Phase II
Charter Township of Ypsilanti

BOND

Date (Not earlier than Contract Date):
Amount: \$225,869.50
Modifications to this Bond Form:

Surety and CONTRACTOR, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corp. Seal)

Company: _____ (Corp. Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required).

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corp. Seal)

Company: _____ (Corp. Seal)

Signature: _____

Signature: _____

Name & Title: _____

Name & Title: _____
(Attach Power of Attorney)

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.
3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with the CONTRACTOR:
 - 4.2.1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - 4.2.2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and
 - 4.2.3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.
5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR

furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addressee shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in

the location where the Contract was to be performed, any provision in the Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of the Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: an individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, material or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

End of Section

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Best Asphalt, Inc., as Principal, and _____, as Surety, are held and firmly bound unto the Charter Township of Ypsilanti, 7200 S. Huron River Drive, Ypsilanti, MI, 48197, as Owner, in the sum of one hundred twelve thousand nine hundred thirty-four DOLLARS and seventy-five CENTS (\$112,934.75) good and lawful money of the United States of America, to be paid to said Charter Township of Ypsilanti, its legal representatives and assigns for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, and each and every one of them jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____ day of _____ A.D. 20 _____ .

WHEREAS, the above named Principal has entered into a certain written Contract with Charter Township of Ypsilanti dated this _____ day of _____ A.D. 20 _____ , wherein the said Principal covenanted and agreed to follows, to-wit: TO CONSTRUCT THE WORK IN ACCORDANCE WITH THE SPECIFICATIONS, CONTRACT DOCUMENTS AND DRAWINGS TITLED: Grove Road Pathway - Phase II, OHM JOB NO. 0098-19-0033.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that by and under said Contract, the above named Principal has agreed with the Charter Township of Ypsilanti that for a period of TWO year(s) from date of payment of Final Estimate, to keep in good order and repair any defect in all work done under said Contract either by the Principal or his Subcontractors, or his material suppliers, that may develop during said period due to improper materials, defective equipment, workmanship or arrangements, and any other work affected in making good such imperfections, shall also be made good all without expense to the OWNER, excepting only such parts or part of said work as may have been disturbed without consent or approval of the Principal after final acceptance of the work, and that whenever directed to do so by the OWNER by notice served in writing, either personally or by mail, on the Principal at 6334 N. Beverly Plaza, Romulus, Michigan 48174,

_____ legal representatives, or successors, or on the Surety at _____ WILL PROCEED at once to make such repairs as directed by said OWNER; and in case of failure so to do within one week from the date of service of such notice, or within reasonable time not less than one week, as shall be fixed in said notice, then the said OWNER shall have the right to purchase such materials and employ such labor and equipment as may be necessary for the purpose, and to undertake, do and make such repairs and charge the expense thereof to, and receive same from, said Principal or Surety. If any repair is necessary to be made at once to protect life and property, then and in that case, the said OWNER may take immediate steps to repair or barricade such defects without notice to the CONTRACTOR. In such accounting the said OWNER shall not be held to obtain the lowest figures for the doing of the work, or any part thereof, but all sums actually paid therefore shall be charged to the Principal or Surety. In this connection the judgment of the OWNER is final and conclusive. If the said Principal for a period of TWO year(s) from the date of payment of Final Estimate, shall keep said work so constructed under said Contract in good order and repair, excepting only such part or parts of said work which may have been disturbed without the consent or approval of said Principal after final acceptance of same, and shall whenever notice is given as hereinbefore specified, at once proceed to make repair as in said notice directed, or shall reimburse said OWNER for any expense incurred by making such repairs, should the Principal or Surety fail to do as hereinbefore specified, and shall fully indemnify, defend and save harmless the said Owner and Orchard, Hiltz & McCliment, Inc. from all suits and actions for damages of every name and description brought or claimed against it for, or on account of, any injury or damage to person or property received or sustained by any party or parties, by or from any of the acts or omissions or through the negligence of said

Principal, servants, agents or employees, in the prosecution of the work included in said Contract, and from any and all claims arising under the Workman's Compensation Act, so-called, of the State of Michigan, then the above obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____ A.D., 20 _____.

Signed, Sealed and Delivered
In the Presence of:

Signature

Signature

Name

Name

Principal

Signature

Signature

Name

Name

Surety

CONTRACTOR'S AFFIDAVIT

STATE OF MICHIGAN)
)SS.

COUNTY OF _____)

The undersigned, _____, CONTRACTOR, hereby represents that on _____, 20____ he (it) was awarded a Contract by Charter Township of Ypsilanti hereinafter called the OWNER, to construct Grove Road Pathway - Phase II in accordance with the terms and conditions of Contract No. _____; and the undersigned further represents that the subject work has now been accomplished and the said Contract has now been completed.

The undersigned hereby warrants and certifies that all of his (its) indebtedness arising by reason of said Contract has been fully or satisfactorily secured, and that all claims from subcontractors and others for labor and material used in accomplishing the said project, as well as all other claims arising from performance of said Contract, have been fully paid or satisfactorily secured. The undersigned further agrees that if any such claim should hereafter arise, he (it) shall assume responsibility for same immediately upon request to do so by the OWNER.

The undersigned, for a valuable consideration, receipt of which is hereby acknowledged, does further hereby waive, release and relinquish any and all claims or right of lien which the undersigned now has or may hereafter acquire upon the subject premises for labor and material used in accomplishing said project owned by the OWNER.

This affidavit is freely and voluntarily given with full knowledge of the facts on this ____ day of _____, 20_____ .

Contractor

By: _____

Title _____

Subscribed and sworn to before me, a Notary Public in and for _____ County, Michigan, on this _____ day of _____, 20_____ .

Notary Public: _____

My Commission expires: _____

CONTRACTOR'S DECLARATION

I HEREBY DECLARE THAT I HAVE NOT, during the period

_____ to

_____ A.D., 20 _____ performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for or claim compensation from Charter Township of Ypsilanti or his agents, in addition to the regular items set forth in the Contract numbered _____ and dated _____ A.D., 20 _____ for the Agreement executed between myself and the OWNER, and in the Change Orders for work issued by the OWNER in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

There (is) (is not) an itemized statement attached.

Date: _____

By: _____

Title: _____

SWORN STATEMENT

State of Michigan

County of: : _____ Date: _____

_____ (deponent) being duly sworn deposes and says:

1. That _____ is the Contractor/Subcontractor for an improvement to the property described on the following page.
2. That the following is a statement of each subcontractor and supplier and laborer, for which the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the Contractor/Subcontractor has Contracted/Subcontracted for performance under the Contract with the Owner or Lessee of the property, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names as follows:

Name of Subcontractor, Supplier or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Amount of Laborer Wages Due but Unpaid	Amount of Labor, Fringe Benefits & Withholdings due but Unpaid

The contracts or subcontracts cited herein are for improvement to the following described real property situated in Washtenaw County, Michigan, described as:

(Insert legal description of property) _____

Commonly known as:

Grove Road Pathway - Phase II

OHM Job Number:

0098-19-0033

- 3. That the Contractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above.
- 4. Deponent further says that he makes the foregoing statement as the Contractor/Subcontractor or as Controller of the Contractor/Subcontractor for the purpose of representing to the owner of the above described premises and his agents that the above described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to Section 109 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being Section 570.1109 of the Michigan Compiled Laws.

WARNING TO OWNER: An Owner of the above described property may not rely on this sworn statement to avoid the claim of a Subcontractor, Supplier or Laborer who has provided a Notice of Furnishing (or a Laborer who may provide a Notice of Furnishing pursuant to Section 109 of the Construction Lien Act) to the Designee or to the Owner if the Designee is not named or has died.

Dated: _____

Signature of Deponent

WARNING TO DEPONENT: A person, who with intent to defraud, gives a false sworn statement is subject to criminal penalties as provided in Section 110 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being Section 570.1110 of the Michigan Compiled Laws.

Subscribed and sworn to before me on: _____ in _____ County, Michigan

My commission expires: _____ Signature: _____

GENERAL CONDITIONS

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General

1. DEFINITIONS

The following terms as used in the Contract Documents are respectively defined as follows:

“Agreement”: The written document between the OWNER and the CONTRACTOR concerning the work to be performed.

“Change Order” - A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

“Contract” – The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

“CONTRACTOR”: The person, firm or corporation to whom the Contract is awarded by the OWNER and who is subject to the terms thereof and party of the second part of the Agreement.

“ENGINEER”: Orchard, Hiltz & McCliment, Inc., Livonia, Michigan

“Construction Observer”: The authorized representative of ENGINEER who is assigned to the site or any part thereof.

“OWNER”: The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement: and for whom the work is to be provided; and the party of the first part of the Contract.

“Project Manual” – The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

“Specifications” - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

“Subcontractor”: A person, firm or corporation having a direct contract with CONTRACTOR or with any other subcontractor for the performance of a part of the Work at the site.

“Supplier”: A manufacturer, fabricator, supplier, distributor, material man or vendor.

“Supplemental Conditions”: The part of the Contract Documents that amends or supplements the General Conditions and/or the Insurance Specifications and the Bond Requirements.

“Work” - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

“Written Notice”: Shall be deemed to have been “duly served” when such notice shall have been given or mailed to the CONTRACTOR or his superintendent at the site of the Work or when such notice shall have been given or mailed to the OWNER.

2. CONTRACT DOCUMENTS

The original and three counterparts of the Contract shall be signed by the OWNER and the CONTRACTOR.

The Work under this Contract shall consist of the items listed in the Bid Form, including all incidentals necessary to fully complete the project in accordance with the Contract Documents. The Contract Documents shall consist of the Advertisement, Instructions to Bidders, Supplemental Instructions to Bidders, Supplemental Specifications, Bid Form, Project Plans and Drawings, Standard Plans and Details, Technical Specifications,

General Conditions, General Specifications, Method of Payment, Insurance, Bonds and Agreement.

The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR. The Contract Documents are complimentary, and what is called for by any one shall be as binding as if called for by all. The intent of the Contract Documents is to include in the Contract Price the cost of all labor and material, water, fuel, tools, plant, equipment, light, transportation and all other expenses that may be necessary for the proper execution and completion of the Work.

3. BONDS

The CONTRACTOR shall furnish a surety bond (form included) in an amount at least equal to 100 percent of the Contract Price as security for faithful performance of this Contract. CONTRACTOR shall also furnish a separate surety bond (form included) in an amount at least equal to 100 percent of the Contract Price as security for the payment of all persons performing labor on the project under this Contract, and furnishing materials in connection with this Contract. The Surety on each such bond shall be a duly authorized surety company satisfactory to the OWNER.

The CONTRACTOR shall furnish a Maintenance and Guarantee Bond (form included) covering all Work under this Contract. The guarantee is to cover fifty percent (50%) of the contract amount for a period of two (2) years subsequent to the date of final payment unless otherwise specified.

Should any Surety upon any bond furnished in connection with this Contract become unacceptable to the OWNER, or if any such Surety shall fail to furnish reports as to his financial condition from time to time as requested by the ENGINEER, the CONTRACTOR must promptly furnish such additional security as may be required from time to time by the ENGINEER to protect the interests of the OWNER or persons supplying labor or materials in the

prosecution of the Work contemplated by the Contract.

4. CONTRACT DRAWINGS & SPECIFICATIONS

The original drawings prepared by the ENGINEER and included in the Contract Documents may be supplemented by other drawings furnished by the CONTRACTOR and approved by the ENGINEER or supplied to the CONTRACTOR by the ENGINEER during progress of the Work as he may deem to be necessary or expedient. All such supplementary Contract Drawings or instructions are intended to be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom. Therefore, no extra charge will be allowed on a claim that particular supplemental contract drawings or instructions differed from the Contract Documents, incurring extra work, unless CONTRACTOR has first brought the matter, in writing, to the ENGINEER's attention for proper adjustment before starting on the work covered by such, and has received from the ENGINEER an order, in writing, to so proceed.

These original and supplemental drawings constitute the drawings according to which the Work is to be done. The CONTRACTOR shall keep at the site of the Work an approved or confirmed copy of all drawings and specifications, and shall at all times give the ENGINEER and OWNER access thereto.

5. COORDINATION OF CONTRACT DOCUMENTS

In case of discrepancy, figured dimensions shall govern over scaled dimensions and the parts of the Contract will prevail over all other parts of the following order:

Supplemental Specifications

Supplemental Instructions to Bidders

Instructions to Bidders

Bid Form

Project Plans and Drawings

Standard Plans & Details

Method of Payment

Technical Specifications

General Conditions

General Specifications

Insurance Specifications and Bond Forms

The CONTRACTOR shall not take advantage of any apparent error or omission in the Contract Documents, and if any inconsistency, omission, or conflict is discovered in the Contract Documents, or if in any place the meaning of the Contract Documents is obscure, uncertain, or in dispute, the ENGINEER will decide as to the true intent.

Information regarding site of the Work given in drawings and specifications has been obtained by the ENGINEER and is believed to be reasonably correct, but the OWNER does not warrant either the completeness or accuracy of such information, and it is the CONTRACTOR's responsibility to verify all such information.

6. PRECONSTRUCTION MEETING

A preconstruction meeting will be held prior to the beginning of any work. The ENGINEER will schedule the meeting as soon as possible after acceptable executed Contract Documents are received from the CONTRACTOR.

Notice of the meeting will be made to the OWNER, the CONTRACTOR, and to the following applicable entities, contingent upon their interest in the project:

Utility Companies

County Road Commission

Michigan Department of Transportation (MDOT)

Michigan Department of Labor-Safety Division

Railroad Companies

Other State, Local and County Agencies

The purpose of the preconstruction meeting is to discuss particular procedures and potential problem areas. The CONTRACTOR is given updates on the conditions of the proposed construction and what is expected as to proper notification in the event of damage to existing utilities.

The CONTRACTOR shall submit in writing at the preconstruction meeting the following information:

Schedule of construction

Sources of materials

Final list of subcontractors

The designated safety officer on the job

Superintendent for the project

Foreman in charge on the job site

Emergency and after hours phone numbers for CONTRACTOR, including Safety Officer, Superintendent and Foreman.

Approval by ENGINEER and OWNER of any construction schedule indicating completion of the work in less time than allotted by the Contract shall not be construed as an acknowledgment, either express or implied, that the work can be completed within the time shown on this schedule, and shall not under any circumstances give rise to a cause of action for damages by the CONTRACTOR.

7. REUSE OF DOCUMENTS

Neither CONTRACTOR nor any subcontractor or supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the drawings, specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

8. AVAILABILITY OF LANDS

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Permission to use private property shall be obtained prior to any such use by the CONTRACTOR. Written evidence of such permission shall be given to the ENGINEER prior to any such use.

9. PHYSICAL CONDITIONS

Reference is made to the Supplemental Instructions to Bidders for identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by the ENGINEER in preparation of the drawings and specifications. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

10. GENERAL REQUIREMENTS OF MATERIALS & WORKMANSHIP

In the specifications where a particular material or piece of equipment is specified by reference to some particular make or type, or equal, it is not the intent to limit competition but to set up by such reference a standard of quality most easily understood and defined. If materials or equipment of other make or type other than that specified by name are offered by CONTRACTOR they will be given full consideration by the ENGINEER, and the ENGINEER's decision will be final as to whether the materials or equipment offered are equal to those specified.

Unless otherwise stipulated in the specifications, all equipment, materials and articles incorporated in the Work covered by this Contract are to be new and of the best grade of their respective kinds for the

purpose. The CONTRACTOR shall, if required, furnish such evidence as to kind and quality of materials as the ENGINEER may require.

The CONTRACTOR shall furnish suitable tools and building appliances and employ competent labor to perform the work to be done, and any labor, tools or appliances that shall not, in the judgment of the ENGINEER, be suitable or competent to produce this result may be ordered from the Work by him, and such labor, tools or appliances shall be substituted therefore by the CONTRACTOR as will meet with the approval of the ENGINEER.

If not otherwise provided, material or work called for in this Contract shall be furnished and performed in accordance with well-known established practice and standards recognized by architects, engineers and the trade.

11. SHOP DRAWINGS & SPECIAL DRAWINGS

Where called for in the specifications, CONTRACTOR shall submit to the ENGINEER for approval in not less than five copies, details, specifications, cuts and drawings of such equipment and structural work as may be required. CONTRACTOR shall make any changes or alterations required by the ENGINEER and resubmit same without delay. Approval of the ENGINEER shall not relieve the CONTRACTOR of responsibility for errors in the drawings, as the ENGINEER's checking is intended to cover compliance with the drawings and specifications and not to enter into every detail of the shop work. No work shall be undertaken until the ENGINEER has approved the shop drawings.

When the work of the CONTRACTOR is of a nature originating with it, full general and detail drawings shall be furnished to the ENGINEER on 24" x 36" size sheets of polyester film base which shall, upon approval, become the property of the OWNER.

It is understood that approval by the ENGINEER of CONTRACTOR's drawings, whether general or detailed, is a general approval relating only to their sufficiency and compliance with waiver of errors, discrepancies or omissions.

12. CHANGES IN QUANTITIES OR PLANS

The OWNER reserves the right to make, by written order, at any time during the Work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the Surety, and by signing a work order or authorization, the CONTRACTOR agrees to perform the Work as altered and agrees to accept, as payment in full for such Work, the monetary amounts set forth in such written order as balanced by OWNER. In addition, by signing a written order, the CONTRACTOR releases the OWNER from any and all claims for compensation with regard to the items of work specified in the written order; including, but not limited to, any and all claims for delay and overhead, unless the OWNER is notified in writing at the time of signing the authorization that the CONTRACTOR refuses to release the OWNER from such claims. All increases in quantities of work which appear in the Contract as pay items shall be paid for at the Contract Unit Prices. Decreases in quantities included in the Contract shall be deducted from the Contract at the Contract Unit Prices.

13. ESTIMATED QUANTITIES

The quantities of various classes of work to be done and materials to be furnished under this Contract, which have been estimated as stated elsewhere herein, are approximate and only for the purpose of comparing, on a uniform basis, the bids offered for work under this Contract; and neither the OWNER nor the ENGINEER is to be held responsible should any of the said estimated quantities be found incorrect during the construction of the work; and the

CONTRACTOR shall make no claim for anticipated profit, nor for loss of profit, because of a difference between the quantities of the various classes of work actually done or materials actually delivered, and the estimated quantities as herein stated.

14. PAYMENTS

Payments for work completed, as recommended by the ENGINEER, will be made as specified herein.

Partial Payments

CONTRACTOR shall submit to OWNER an application for each payment and shall submit a Contractor's Declaration declaring that he has not performed any work, furnished any material, sustained any loss, damage or delay for any reasons, including soil conditions encountered or created, or otherwise done anything for which he will ask, demand, sue for, or claim compensation from the OWNER other than as indicated on the Contractor's Declaration and shall, if required, submit receipts or other vouchers showing his payments for materials and labor, including payments to subcontractors.

Payments, based on progress estimates, will be made on a monthly basis on work completed during the preceding month, less retainage held in accordance with Public Act No. 524 of 1980.

The retainage shall be as follows:

Not more than ten percent (10%) of the dollar value of all work in place until work is fifty percent (50%) in place.

After the work is fifty percent (50%) in place, additional retainage shall not be withheld unless the OWNER determines that the CONTRACTOR is not making satisfactory progress, or for other specific cause relating to the CONTRACTOR's performance under the Contract. If the OWNER so determines, then the retainage amount shall not be more than ten percent (10%) of the dollar value of work more than fifty percent (50%) in place.

Retainage shall be released to CONTRACTOR together with the final progress payment.

The OWNER may withhold payment of any estimate or portion of estimate until the CONTRACTOR shall have furnished satisfactory evidence that he has paid all claims of every nature. The CONTRACTOR shall submit to the OWNER with each application for payment a "Sworn Statement" attesting to all payments made and balances due to all subcontractors and to all suppliers of materials, fuel, and equipment for the project work completed. He shall also attest to all payments made for labor furnished for the work completed. The "Sworn Statement" shall be in a form acceptable to the OWNER and all suppliers and subcontractors shall be listed along with payments made and balances owed to each.

No partial payment shall be considered as acceptance of the work or any portion thereof prior to final completion of the work, and payment of final estimate.

Final Payment

The CONTRACTOR's request for final payment shall be accompanied by the following documents:

Contractor's Declaration

Contractor's Affidavit

Unconditional waivers, as required, from major suppliers and subcontractors

Release of Surety

Release from other public agencies for which permits have been obtained under this Agreement.

Within thirty (30) days after completion of the work under this Agreement to the satisfaction of the OWNER and ENGINEER, in accordance with all and singular terms and stipulations herein contained, the OWNER shall make final payment, from a final estimate made by the ENGINEER. Before final payment is made, the CONTRACTOR shall, as directed by the OWNER, make a Contractor's Affidavit that he has paid all claims of every nature, or

secured a release from the Surety or Sureties approving payment of the final estimate by the OWNER. Final payment, when made, shall be considered as final approval and acceptance of the completed work herein specified.

The acceptance by the CONTRACTOR of final payment aforesaid shall operate as, and shall be, a release to the OWNER and his agents, from all claim and liability to the CONTRACTOR for anything done or furnished for, relating to, or affecting the work.

Incorrect/Improper Payments

OWNER shall not, nor shall any officer thereof, be precluded or stopped by any return or certificate made or given by the ENGINEER, or other officer, agent or appointee, under the provision of this Agreement, at any time (either before or after final completion and acceptance of the work and payment made therefore pursuant to any such return or certificates showing the true and correct amount of money due therefore, notwithstanding any such return or certificate, or any payment made in accordance therewith) from demanding and receiving from the CONTRACTOR or his sureties, separately or collectively, such sums as may have been improperly paid said CONTRACTOR by reason of any such return or certificate which has been untruly or incorrectly compiled.

15. EXTENSION OF TIME

All days in which work is suspended by order of the ENGINEER, or in accordance with these specifications, shall automatically extend the time for completion an equal number of days.

In the event work is suspended because the CONTRACTOR does not perform, no extension will be allowed for this period of time.

All requests from CONTRACTOR for extensions of time shall be submitted in writing. Such requests shall detail the reason for the request, provide a realistic revised completion date, and indicate any other

areas which may be impacted by such an extension. Such requests must be submitted to the field ENGINEER within ten (10) days after the occurrence of the incident or situation that brought about a reason for extending the time of completion. The final decision of whether or not to grant an extension of time will be made by the field ENGINEER. In no case will a request be considered if it is submitted after the ten (10) day period has passed.

16. AUTHORITY

No officer, agent or employee of the OWNER shall have power to revoke, alter, enlarge, or relax the stipulations or requirements of the Contract Documents, except insofar as such authority may be specifically conferred by the Contract Documents themselves, without formal authorization to do so, conferred by the Agreement, or by ordinance, resolution or other usual official action by the OWNER.

17. PROGRESS OF WORK

The work shall be prosecuted regularly and uninterruptedly, unless the OWNER shall otherwise specifically direct, with such force and at such points as to insure its full completion within the time stated herein.

If, in the opinion of the ENGINEER, it is necessary or advisable that certain portions of the work be done immediately, the CONTRACTOR, upon written order shall proceed with such work without delay. Should he fail to so proceed, the OWNER may do or cause to be done, such work, and the cost of same will be deducted from any money due or to become due the CONTRACTOR under this Agreement.

18. TIME IS ESSENCE OF CONTRACT

It is distinctly understood and agreed to by the parties hereto that the time specified for completion of the Work is the essence of this Agreement, and CONTRACTOR shall not be entitled to claim performance of this Agreement unless the work is satisfactorily completed, in every respect, within the time herein specified.

19. COMMENCEMENT OF CONTRACT TIME

The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth (60) day after the day of Bid Opening or the thirtieth (30) day after the Effective Date of the Agreement, whichever date is earlier.

Owner Responsibilities

20. EXTRA & FORCE ACCOUNT WORK

When extra work is required, it shall be performed and payment for such work will be on the unit price or lump sum basis agreed to in a written order. When such agreement cannot be reached, the OWNER may order such work, including any required offsite work, to be done by force account. The compensation as herein provided shall be accepted by the CONTRACTOR as payment in full for extra work done by force account, and the said percentages shall cover profit, superintendence, general expense, overhead, miscellaneous unforeseen costs, and the use of small tools and equipment. For approved subcontract work, the CONTRACTOR will be paid an amount equal to six percent (6%) of the total cost of the subcontract work, as reimbursement for administrative costs incurred in connection with the subcontract work.

When it is necessary for the CONTRACTOR to hire a firm to perform a specialized type of work or service for which the CONTRACTOR or subcontractors are not qualified to do, payment will be made at the invoice cost. The CONTRACTOR will be paid an amount equal to six percent (6%) of the invoice cost, as reimbursement for administrative costs. Prior approval by the OWNER is required.

REPORTS:

The CONTRACTOR shall furnish to the OWNER, itemized reports of the costs of all force account work. The reports shall be furnished each week and shall include a certified copy of the weekly payroll and copies of bills for the materials used and the freight charges paid on same. Discount for prompt payment or penalty for late payment will not be considered in determining the net amount of the bill. The net amount of the bill shall be charged to the force account work. Where materials used are not specifically purchased for use on extra work but are taken from the CONTRACTOR's stock, the CONTRACTOR shall submit a certification of the quantity, price, and freight on such materials in lieu of original bills and invoices.

The CONTRACTOR shall prepare itemized statements containing the following detailed information:

Labor: Name, classification, dates, number of hours worked each day, total hours computed to nearest half hour, total hours, rate, and extension for each employee engaged.

Equipment: Designation, number of hours used each day (computed to nearest half hour), total hours, rental rate, and extension for each unit of equipment engaged.

Materials: Quantities of materials, with prices per unit and extensions and freight costs when applicable.

The CONTRACTOR and the OWNER shall compare records of force account work and bring them into agreement at the end of each day.

LABOR:

For all labor and for all craft foreman directly engaged in the specific work, the CONTRACTOR will be paid the actual rate of wages and the number of hours paid said labor and foremen in accordance with approved labor agreements, computed to nearest half hour, to which sum twenty-six (26) percent will be added (this sum includes a one (1) percent allowance for the

Single Business Tax). Project foremen will be classified as Superintendents and their compensation will not be included in the payment provided herein.

Bond Premium: Workmen's Compensation Insurance; Personal Injury Public Liability and Property Damage Public Liability Insurance; Unemployment Compensation; Federal Social Security; and payments required to be made to Employer and Employee Trusteships, the proceeds from which accrue exclusively to the benefit of the employee; will be paid for at actual cost, to which sum twenty (20) percent will be added except that twenty-six (26) percent will be added to the taxable fringe benefits. The CONTRACTOR shall furnish satisfactory evidence of the amounts paid for each of these required costs as related to force account work.

MATERIALS:

For materials, the CONTRACTOR will receive the actual cost delivered to the project site, including freight charges, as shown by copies of bills, to which sum fifteen (15) percent will be added.

If a charge in the amount or type of force account work results in a surplus of the material ordered and delivered to the project site, the OWNER will reimburse the CONTRACTOR for the costs incurred in returning the surplus material to the supplier.

SMALL HAND & POWER TOOLS:

No payment will be allowed for small hand and power tools which are not listed in the Rental Rate Blue Book for Construction Equipment as published by the Equipment Guide Book Company. All small hand and power tools listed in the Rental Rate Blue Book at a rate of less than one (1) dollar per hour will be considered part of overhead and will not be paid for separately.

EQUIPMENT:

For any machinery and equipment, including the foreman's transportation unit, which the OWNER approves for use on extra work

done by force account, the CONTRACTOR will be paid as follows:

The time paid for shall be the period that the equipment is required at the site of the extra work and, in addition, shall include traveling time to the location of the extra work when the equipment is moved under its own power. When transportation from one site to another is by other than its own power, the actual operating time during periods of loading and unloading will be paid for at the regular rental rate and transportation costs will be allowed.

When the periods of work are not consecutive and the interval between the termination of a period of work and the commencement of the subsequent period does not exceed thirty (30) days, the rates allowed will be the same as if the periods of work were consecutive.

The rental rate established for each piece of CONTRACTOR owned equipment, including appurtenances and attachments to equipment used will be determined by use of the Rental Rate Blue Book for Construction Equipment Volume 1, 2, or 3, as applicable. The edition which is current at the time the force account work was started will apply.

The established rental rate will be equal to the "Monthly" rate divided by 176; modified by the rate adjustment factor and the applicable map adjustment factor, plus the "Estimated Operating Costs per Hour", to which sum ten (10) percent will be added.

For equipment not listed in the Rental Rate Blue Book, Volume 1, 2, or 3, the rental rate will be determined by using the rate listed for a similar piece of equipment or by proportioning a rate listed so that the capacity, size, horsepower, and age are properly considered.

For equipment for which there are no comparable in the Rental Rate Blue Book, Volume 1, 2, or 3, the monthly rate shall be reasonable, but not more than five (5) percent of the current list price, or invoice, of the equipment. The base hourly rate shall then be determined by dividing the monthly rate by 176 to which sum twenty percent

(20%) will be added. The twenty percent (20%) includes adjustments and operating costs.

The rates used for CONTRACTOR owned trucks used to haul material will be those published by MDOT. These rates shall include all adjustments and operating costs. Separate payment for the driver will be allowed. The rates will be reviewed and adjusted periodically.

The rental rate for the foreman's transportation unit will be seven dollars (\$7.00) per hour, to which sum twenty percent (20%) will be added.

When leased or rented equipment is used on force account work, the hourly rate used in computation of payment will be the leased or rented rate, except that if the leased or rented rate exceeds the rental rate established by the Rental Blue Book, the established rate determined from the Blue Book will apply. In either case, the Estimated Operating Cost per Hour will be added to the appropriate hourly rate to which sum ten percent (10%) will be added.

In all cases the "Estimated Operating Cost per Hour" includes all fuel, oil, lubrications, tires, parts, and other operating expendables such as truck and labor assigned to the truck for servicing the equipment.

The rental rates allowed herein include the cost of insurance covering the usual insurable risks, including fire and theft. The OWNER will not be liable for losses which can be covered by insurance.

In the event that machinery or equipment is idled, payment may be allowed on a rental basis for the idled equipment as specified herein. Only machinery or equipment actually on the project site at the time of the delay, as required for that phase of construction work in question, will be considered eligible for rental reimbursement. Specialized equipment for machinery directly related to the work, whether on or off the site, may be considered eligible for payment if actually idled and if such idleness can be certified by the CONTRACTOR and verified by the

OWNER. Payment for idled equipment and/or machinery will not be allowed during periods of seasonal suspension of the work.

The rental rate for idled leased or rented equipment will be the leased or rented rate, or the equipment shall be returned and taken off rental as directed by the OWNER.

The rental rate for idled CONTRACTOR owned equipment will be the "Monthly" rate divided by 176; modified by the rate adjustment factor and the applicable map adjustment factor, and then multiplied by fifty percent (50%). No payment will be allowed for operating costs.

Payment will be limited to the difference between the hours worked and eight (8) hours in any one day and to the difference between the hours worked and forty (40) hours in any one week. No provisions of these specifications shall entitle the CONTRACTOR to rental compensation for idled equipment. No additional compensation for overhead will be allowed.

In the event that labor is idled, payment may be allowed provided there is no other location within the project that the labor can be gainfully employed. Payment will be limited to a maximum of eight (8) hours per occurrence and in no case will exceed the amount of the CONTRACTOR's obligation as provided by the CONTRACTOR's current labor agreement. No additional compensation for overhead will be allowed.

21. PAYMENTS WITHHELD

The OWNER may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate for progress payment to such extent as may be necessary to protect itself from loss on account of:

Defective work not remedied;

Claims filed or reasonable evidence indicating probable filing of claims;

Failure of the CONTRACTOR to make payments properly to subcontractors or for material or labor;

A reasonable doubt that the Agreement can be completed for the balance then unpaid;

Damage to another CONTRACTOR.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

22. USE OF COMPLETE PORTIONS OF THE WORK

The OWNER may, at any time during progress of the work, after written notice to CONTRACTOR, take over and place in service any completed portions of the work which are ready for service, although the entire work of the Agreement is not fully completed, and notwithstanding the time for completion of the entire work or such portions may not have expired. In such event, the CONTRACTOR will be relieved of further work on, or maintenance of, said portion except as covered by his guarantee of same.

Engineer Responsibilities

23. ENGINEER DURING CONSTRUCTION

The Work shall be subject to the approval of the ENGINEER, who shall determine the amount, quality, acceptability, and fitness of the items of work and materials to be furnished hereunder, and who shall decide all questions which may arise as to measurements of quantities and fulfillment of the requirements of the Contract Documents.

24. AUTHORITY & DUTIES OF CONSTRUCTION OBSERVER

Construction Observers may be appointed by the ENGINEER and directed to check or review materials used and completed work. The observation may extend to any parts of the Work and to the preparation or manufacture of the materials for use in the Work. Construction Observers will not be authorized to revoke, alter, enlarge, or relax any of the provisions of the Contract Documents. The Construction Observer will call to the attention of the CONTRACTOR any failure to follow the plans and

specifications that he may observe. In case of any dispute arising between the CONTRACTOR and Construction Observer as to materials furnished or the manner of performing the work, the Construction Observer shall have the authority to reject materials or completed items of work until the question at issue can be referred to and be decided by the ENGINEER. In no instance shall any action or omission on the part of the Construction Observer relieve the CONTRACTOR of the responsibility of completing the Work in accordance with the Contract Documents.

25. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

Neither ENGINEER's authority or responsibility under this Article or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility by ENGINEER shall create, impose or give rise to any duty owed by ENGINEER to CONTRACTOR, any subcontractor, any supplier, any other person or organization, or to any surety for or employee or agent of any of them.

ENGINEER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with laws and regulations applicable to the furnishing or performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the Work.

ENGINEER's review of the final application for payment and accompanying

documentation and all maintenance and operating instructions, schedules guarantees, bonds and manufacturer's certificates of inspection, tests, and approvals and other documentation required in Article 14b will only be to determine generally that their content complies with the requirements of, and in the case of manufacturer's certificates of inspections, tests and approvals that the results certified indicate compliance with the Contract Documents.

The limitations upon authority and responsibility set forth in this Section shall also apply to ENGINEER's consultants, authorized representative and assistants.

26. LINES & GRADES

Principal reference lines or points and bench marks may be given by the ENGINEER at such time as he may deem necessary; or, if the CONTRACTOR shall be in need of such reference lines or bench marks, he shall notify the ENGINEER three (3) working days in advance.

The ENGINEER may set suitable stakes and marks showing locations and elevations of the various parts of the work, and will furnish the CONTRACTOR with required data referring to the reference points. No work shall be undertaken until such stakes and marks shall have been set by the ENGINEER. CONTRACTOR shall take due and proper precautions for the preservation of these stakes and marks, shall see that the work at all times proceeds in accordance therewith, and shall provide all labor and material to set the required line and grade control and locate the work accurately with reference to the above points. In case such stakes are destroyed due to the CONTRACTOR's carelessness, they will be replaced at the ENGINEER's earliest convenience and the CONTRACTOR may be back charged for the crew time incurred.

27. TESTING & SAMPLING

Where called for in the specifications, samples of materials in the quantity named shall be submitted to the ENGINEER for approval. Where tests are required, they

shall be made at the expense of the OWNER, except as otherwise called for in the specifications. For materials covered by ASTM or Federal Specifications, or with the specifications of well known or recognized technical and/or trade organizations, unless otherwise stipulated, required tests are to be made by the manufacturer, and his certificate therefore submitted to the ENGINEER.

The ENGINEER and/or OWNER shall determine which materials are required by the specifications to be factory certified or to have chemical or physical analysis or other examination or test. The CONTRACTOR shall furnish to the ENGINEER and/or OWNER two copies of orders for all materials requiring such examination or test as soon as placed. Such orders shall contain complete information, including that as to the quantity, quality, dimensions, sizes, capacities and types, shall contain proper reference to the applicable specifications by title, number and paragraph, and shall show the name and address of the producing factory but need not contain prices or contractual terms.

All materials and workmanship (if not otherwise designated by the specifications) shall be subject to examination and test by the ENGINEER and/or OWNER at any time during manufacture or construction, and at any place where such manufacture or construction is carried on. The ENGINEER and/or OWNER shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected, and rejected material shall be satisfactorily replaced with proper material without charge therefore, and the CONTRACTOR shall promptly segregate and remove rejected material from the premises. If the CONTRACTOR fails to proceed at once with replacement of rejected material and correction of defective workmanship, the OWNER may, by Agreement or otherwise, replace such material and correct such workmanship and charge the cost thereof to the

CONTRACTOR, or may immediately terminate the Agreement.

CONTRACTOR shall furnish promptly, without additional charge, all reasonable facilities, labor and materials necessary for the safe and convenient conduct of all construction observations and tests that may be required by the ENGINEER. All construction observations and tests by the ENGINEER and/or OWNER shall be performed in such a manner as not to delay the work unnecessarily. Special, full size, and performance tests shall be as described in the specifications. CONTRACTOR shall be charged with any additional cost of construction observations when material or workmanship is not ready at the time checking is requested by the CONTRACTOR.

Should it be considered necessary or advisable by the ENGINEER and/or OWNER any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the CONTRACTOR shall on request promptly furnish all necessary facilities, labor and material. If such work is found to be defective or nonconforming in any material respect, due to the fault of the CONTRACTOR or his subcontractor, CONTRACTOR shall defray all the expenses of such examination and of satisfactory reconstruction, and be responsible for any resulting delay. If, however, such work is found to meet the requirements of the Agreement, the actual cost involved in the examination and replacement shall be allowed the CONTRACTOR and he shall in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

Examination of material and finished articles to be incorporated in the work at the site shall be made at place of production, manufacture or shipment stated in the specifications; and such examinations and acceptance, unless otherwise stated in the specifications, shall be final, except as

regards latent defects, departures from specific requirements of the Agreement and the specifications and drawings made a part thereof, damage or loss in transit, fraud or such gross mistakes as amount to fraud. Subject to requirements contained in the preceding sentence, examinations of material and workmanship for final acceptance as a whole or in part shall be made at the site.

Contractor Responsibilities

28. UNFORSEEN PHYSICAL CONDITIONS

CONTRACTOR shall promptly notify the OWNER and ENGINEER in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. The ENGINEER will promptly review those conditions and advise the OWNER in writing if further investigation or tests are necessary. Promptly thereafter, the OWNER shall obtain the necessary additional investigations and tests and furnish copies to the ENGINEER and the CONTRACTOR. If the ENGINEER finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by the CONTRACTOR, a Change Order may be issued incorporating the necessary revisions.

29. COMPOSITION OF THE CONTRACTOR

If the CONTRACTOR hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

30. ASSIGNMENT OF CONTRACT

The CONTRACTOR shall not sublet, assign or transfer this Agreement or any portion thereof or any payments due him thereunder, without the written consent of the OWNER.

Assignment or subletting the whole or any portion of this Agreement shall not operate

to release the CONTRACTOR or his bondsmen hereunder from any of the contract obligations.

The CONTRACTOR agrees that he is fully responsible to the OWNER for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractors and the OWNER.

Neither the ENGINEER nor any officer, agent or employee of the OWNER shall have any power or authority whatsoever to bind the OWNER or to incur obligation in his behalf to any subcontractors, material supplier or other persons in any manner whatsoever.

31. AGENTS

Work shall be carried on under personal supervision of the CONTRACTOR or his properly authorized representative, who shall be on the grounds at all times during the construction, and who shall have full and responsible charge of the Work with power to receive orders and carry out instructions.

32. SAFETY & PROTECTION

A. People and Property

CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

All persons on the site or who may be affected by the Work;

All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Site Safety

CONTRACTOR shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of underground facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in this section caused, directly or indirectly, in whole or in part, by CONTRACTOR or any subcontractor, supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

C. Safety Representative

CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

D. Hazard Communication Program

CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with laws or regulations.

E. Compliance with MIOSHA

All of the CONTRACTOR and subcontractors operations and construction equipment shall comply with requirements of the Michigan Occupational Safety and Health Act (MIOSHA) insofar as they apply to the work to be performed under this Contract.

33. CONTRACTOR'S SUPERVISION & ORIGINATION

The Work under this Agreement shall be under the direct supervision and direction of the CONTRACTOR. The CONTRACTOR shall give sufficient supervision to the Work, using his best skill and attention. The CONTRACTOR shall, at all times, keep on the site of the Work during its progress a competent superintendent and any and all necessary foremen and assistants. The superintendent shall represent and have full authority to act for the CONTRACTOR in the latter's absence, and all directions given to him shall be as binding as if given to the CONTRACTOR. On written request in each case, all such directions will be confirmed in writing to the CONTRACTOR.

The CONTRACTOR shall employ only competent, efficient workmen and shall not use on the Work any unfit person or one not skilled in the work assigned to him, and he shall at all times enforce strict discipline and good order among his employees. Whenever the ENGINEER shall notify the CONTRACTOR, in writing, that any man on the Work is, in the opinion of the ENGINEER, careless, incompetent, disorderly, or otherwise unsatisfactory, such man shall be discharged from the work and shall not again be employed on it except with the written consent of the ENGINEER.

The CONTRACTOR shall establish and maintain an office on the site of the work, or at some convenient point adjacent thereto, during the continuance of this Agreement and shall have at all times during working hours, a representative authorized to receive and execute any and all orders, when given by the ENGINEER; and such order, when given out and received by said representative shall be deemed to have been

given to and received by the CONTRACTOR. Copies of the drawings and specifications shall at all times be kept on file by the CONTRACTOR at readily accessible points near the work.

34. CONTRACTOR'S RIGHT TO STOP WORK

If the work should be stopped under an order of any court, or other public authority for a period of three months, through no act or fault of the CONTRACTOR or of anyone employed by him, or if the OWNER should fail to pay to the CONTRACTOR within sixty (60) days of its maturity and presentation any sum certified by the ENGINEER, provided no appeal is taken, the CONTRACTOR may, upon seven (7) days' written notice to the OWNER and the ENGINEER, stop work or terminate this Agreement, and shall receive from the OWNER payment in full for all work executed, as determined from the prices contained in the approved detailed estimate as computed by the ENGINEER, but no claim for extra compensation or damages shall be made or allowed because of such termination of the Agreement.

35. STORAGE OF MATERIALS

Materials and equipment distributed, stored and placed upon or near the site of the Work shall at all times be so disposed as not to interfere with work being prosecuted by other contractors in the employ of the OWNER, or with street drainage, or with fire hydrants or with access thereto, and not to hinder any more than may be necessary the ordinary traffic (either vehicular or pedestrian) of the street.

36. CLEANING UP

The CONTRACTOR shall, as directed by the ENGINEER, remove at his own expense from the OWNER's property and from all public and private property all temporary structures, rubbish and waste materials resulting from his operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission of

such disposal granted to the CONTRACTOR by the OWNER thereof.

37. SUNDAY & NIGHT WORK

The CONTRACTOR is required to prosecute work done under this Agreement during the hours of daylight, and no work will be permitted at night or on Sundays, except to save property or life, or as specifically authorized or directed by the ENGINEER.

No work shall be permitted on holidays.

38. SANITARY REGULATIONS

Sanitary conveniences for the use of project personnel properly secluded from public observation shall be constructed and maintained in sanitary condition by the CONTRACTOR. Its use shall be strictly enforced.

39. PERMITS & REGULATIONS

The CONTRACTOR shall secure, at no cost to the OWNER, all permits and licenses necessary for the prosecution of the Work. He shall pay for same at his own expense as well as for any inspection fees required in connection with such permits, and shall conduct his operations in accordance with the provisions of such permits, including tunneling of pavements where required. He shall also furnish any required bonds and pay the cost of same.

The CONTRACTOR shall keep himself fully informed of all laws, ordinances, and regulations in any manner affecting those engaged or employed in the Work or materials used in the Work, or in any way affecting the conduct of the Work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

He shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all existing and future laws, ordinances, regulations, orders and decrees; provided, that if the drawings and specifications are at variance therewith, the CONTRACTOR shall promptly notify the ENGINEER in

writing and any necessary changes shall be adjusted as provided in the Contract Documents.

All work shall be executed and checked in accordance with all local and state rules and regulations and all established codes applicable thereto and shall conform in all respects to the requirements of all competent authorities having jurisdiction there over.

Should any change in plans and specifications be required to comply with local regulations, CONTRACTOR shall notify the OWNER at the time of submitting his bid. After entering into Agreement, CONTRACTOR will be held to complete the work necessary to meet local requirements without extra expense to the OWNER.

Where the work required by the drawings and specifications is above the standard required, it shall be done as shown or specified.

40. GUARANTEE

The CONTRACTOR, as a condition precedent to final payment, shall execute a guarantee to the OWNER warranting for a period of two (2) years from date of final payment to keep in good order and repair any defect in all the work done under the Agreement, either by the CONTRACTOR, his subcontractors, or material suppliers, that may develop during said period due to improper materials, defective equipment, improper materials workmanship, or arrangements, and any other work affected in making good such imperfections shall also be made good, all without expense to the OWNER, and CONTRACTOR shall execute, in favor of the OWNER the attached Maintenance and Guarantee Bond.

41. PATENTS

CONTRACTOR shall pay all royalties and license fees and shall hold and save the OWNER and his agents harmless from all liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in

performance of the Agreement, including its use by the OWNER, unless otherwise specifically stipulated in the Contract Documents. In this respect the CONTRACTOR shall defend all suits or claims for infringement of any patent or license right.

In the event that any claim, suit or action at law or inequity of any kind whatsoever is brought against the OWNER, involving any such patents or license rights, then the OWNER shall have the right to, and may retain, from any money due or to become due to the CONTRACTOR, such sufficient sum as is considered necessary to protect said OWNER against loss, and such sum may be retained by the OWNER until such claim or suit shall have been settled and satisfactory evidence to that effect shall have been furnished the OWNER.

42. INFORMATION BY THE CONTRACTOR

The CONTRACTOR shall submit to the ENGINEER full information as to the materials, equipment and arrangements that the CONTRACTOR proposes to furnish. This information shall be complete to the extent that the ENGINEER may intelligently judge if the proposed materials, equipment and arrangements will meet with the requirements of the Contract Documents.

Prior to approval of the materials, equipment and arrangements by the ENGINEER, based on the information submitted by the CONTRACTOR, any work done by the CONTRACTOR shall be at his own risk.

Approval of information covering materials, equipment and arrangements by the ENGINEER shall in no way release CONTRACTOR from his responsibility for the proper design, installation and performance of any material, equipment or arrangement, or from his liability to replace same should it prove defective.

43. FORFEITURE OF CONTRACT

If work to be done under the Contract Documents shall be abandoned by CONTRACTOR or if, at any time in the

judgment of the OWNER, CONTRACTOR shall fail to prosecute the Work at a reasonable rate of progress, or to comply with all or any of the terms and requirements herein set forth, then the OWNER shall have the right to take possession of the Work, including CONTRACTOR's plant, supplies and materials, at any time after having notified the CONTRACTOR, in writing, to discontinue work under this Agreement for said cause or causes, and such action shall not affect the right of the OWNER to recover damages resulting from such failure. Upon receiving such notice the CONTRACTOR shall and will, upon demand, immediately give the OWNER safe and peaceable possession of the Work, including the plant, and shall then cease to have control over any portion thereof or the men employed thereon.

The OWNER may then proceed to complete the Work herein specified, by Agreement or otherwise; and the entire cost of same shall be charged to the CONTRACTOR and deducted from any sum or sums due or to become due under the Agreement; the excess cost, if any, to be paid by CONTRACTOR or his sureties to said OWNER.

44. RELATION TO OTHER CONTRACTORS

CONTRACTOR shall so conduct his operations as not to interfere with or injure the work of other contractor's or workmen employed on adjoining or related work, and he shall promptly make good any injury or damage which may be done to such work by him or his employees or agents. Should a contract for adjoining work be awarded to another contractor, and should the work of one of these contracts interfere with that of the other, the OWNER shall decide which contractor shall cease work for the time being and which shall continue, or whether work in both contracts shall continue at the same time and in what manner.

45. "OR EQUAL" CLAUSE

Whenever, in any of the Contract Documents an article, material or equipment

is defined by describing a proprietary product or by using the name of a manufacturer or vendor, the term "or equal", if not inserted, shall be implied. The specific article, material or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired, and shall not be construed in such a manner as to exclude manufacturers' products of comparable quality, design and efficiency. If the CONTRACTOR proposes any "or equal" substitutes, these substitutes shall be subject to the review and approval of the OWNER before they can be incorporated into the work.

Legal

46. INDEMNIFICATION

To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractors, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against OWNER or ENGINEER or any of their consultants,

agents or employees by any employee of CONTRACTOR, any subcontractors, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts of them may be liable, the indemnification obligation under the preceding paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such subcontractors or other person or organization under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the CONTRACTOR under this article shall not extend to the liability of ENGINEER, ENGINEER's consultants, agents or employees arising out of the preparation or approval of drawings, opinions, reports, surveys, change orders, designs or specifications.

47. CONTROLLING LAW

In the case of a legal dispute between the OWNER and the CONTRACTOR the law of the state of Michigan shall govern. The venue for resolving any legal dispute between the two parties will be within the County of the OWNER's legal address.

48. NO WAIVER OF CONTRACT

Neither acceptance of the whole or any part of the Work by the OWNER or his ENGINEER, or any of its agents, nor any order, measurements or certificate by the ENGINEER, nor any order by OWNER for payment of money, nor any payment for the whole or any part of the Work by OWNER, nor any extension of time, nor any possession taken by the OWNER or its agents, shall operate as a waiver for any portion of the Contract Documents or any power therein provided; nor shall any waiver

of any breach of contract be held to be a waiver of any other or subsequent breach.

49. DISPUTE RESOLUTION

Dispute resolution methods and procedures, if any, shall be as set forth in the Supplemental Specifications. If no method and procedure has been set forth, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

50. GIVING NOTICE

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

51. CUMULATIVE REMEDIES

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provision of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

End of Section

GENERAL SPECIFICATIONS

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1. EXISTING UNDERGROUND STRUCTURES & UTILITIES

The location of public or private utilities shown on the plans is in accordance with the best information available. No guarantee is given that the locations are absolutely accurate or that utilities other than those shown are not present.

For protection of underground utilities, the CONTRACTOR shall contact “MISS DIG” at 1-800-482-7171 a minimum of three (3)

working days prior to excavating. This does not relieve the CONTRACTOR of the responsibility of notifying utility OWNERS who may not be part of the “MISS DIG” alert system.

2. SOIL CONDITIONS

If soil borings have been taken for this project, then they are included in an appendix.

Where the OWNER has caused soil borings to be made to aid the ENGINEER in design of the work, these boring logs are provided herein for the prospective bidder to examine. This information is given to bidders as an aid in determining the character of the soil and groundwater conditions. The OWNER does not guarantee that the ground encountered during construction will conform to the borings. Bidders should secure such other information as they consider necessary to check and supplement the above data.

The CONTRACTOR shall complete the work in whatever materials, and under whatever conditions he may encounter or create.

3. SOIL EROSION AND SEDIMENTATION CONTROL

The CONTRACTOR shall comply with the requirements of the Soil Erosion and Sedimentation Control Act of the State of Michigan, Part 91 of ACT 451 of PA of 1994 and with all the requirements, rules and standards of the official enforcing agent for the project location.

If a soil erosion control permit is required on this project, the CONTRACTOR shall adhere to the specific conditions of the project permit. Where the permit is issued in the name of the CONTRACTOR and requires that a bond be posted, the

CONTRACTOR shall include in his bid the permit fee and bond expense.

The ENGINEER shall have full authority to require compliance with the soil erosion control requirements and may order suspension of the work if measures are not adequate or a problem develops requiring additional soil erosion control measures. Any ordered suspension of the work shall not be grounds for CONTRACTOR's claims for "down time" or "lost time".

4. PRESERVATION, PROTECTION & USE OF SURVEY CONTROLS, MONUMENT POINTS & GRADE STAKES

During the progress of the work, the CONTRACTOR may encounter section line, fractional section line, and property controlling corner monuments. Insofar as is known, such public land survey corners and property monuments have been indicated on the plans.

The CONTRACTOR shall be responsible for complying with the requirements of Michigan Public Act 34. Specifically, he shall be responsible for notifying the county surveyor before removing a public land survey corner monument for construction activities. In addition, if construction time constraints will result in the public land survey corner monument being removed for more than one year, then the CONTRACTOR shall arrange to have a temporary corner monument set until the permanent one can be re-established. The costs of removing and replacing public land survey corner monuments as well as setting temporary corner monuments shall be the responsibility of the CONTRACTOR unless pay items are provided in the bid form for these tasks. The CONTRACTOR shall not remove any such monument until the ENGINEER has witness points as reference for resetting of such monuments. After referencing has been done and suitable permanent sketches prepared, the ENGINEER will give permission to the

CONTRACTOR for removal of the monument. Monuments and monument boxes shall be reset only after all backfilling has fully settled.

The CONTRACTOR shall protect and preserve all monument points, property corners, grade stakes, line and reference points. Where stakes and markers are disturbed or removed due to operations under this Contract, the CONTRACTOR shall be charged at invoice cost by the ENGINEER for replacing the points. Care shall be exercised by the CONTRACTOR when operating near the markers, as any carelessness in operations will also cause a time delay to the schedule due to additional stakeout time required to replace reference points, lines, etc.

The CONTRACTOR shall accurately locate the work from reference points established by the ENGINEER along the surface of the ground and line of work.

5. PROTECTION OF PUBLIC & PRIVATE UTILITIES

Where any utility, water, sewer, gas, telephone or any other public or private utilities are encountered, the CONTRACTOR must provide adequate protection for them, and he will be held responsible for any damages to such utilities arising from his operations.

When it is apparent that construction operations may endanger the foundation of any utility, conduit, or support of any structure, the CONTRACTOR shall notify the utility OWNER of this possibility, and he shall take such steps as may be required to provide temporary bracing or support of conduits or structures.

In all cases where permits or inspection fees are required by utilities in connection with changes to or temporary support of their conduits, the CONTRACTOR shall secure permits and pay all inspection fees.

When it is necessary in order to carry out the work that a pole, telephone or electric, be moved to a new location or moved and replaced after construction, the CONTRACTOR shall arrange for moving such pole or poles and the lines thereof, and shall pay any charges.

Where it is the policy of any utility owner to make his own repairs to damaged conduit or other structures, the CONTRACTOR shall cooperate to the fullest extent with the utility OWNER and shall see that his operations interfere as little as possible with the utility OWNER's operations.

6. MISCELLANEOUS DAMAGES

The CONTRACTOR shall be responsible for repairing all damages to existing lawns, sidewalk, parking lots, streets or other areas outside the limits of the Contract. Private utilities, private ornamental gas or electric lights, sprinkler systems, fences, shrubs, trees, existing sidewalk, or any other surface or subsurface items of value damaged by the CONTRACTOR shall be repaired, replaced or removed and replaced to at least equal condition at the CONTRACTOR's expense unless otherwise specified on the plans.

7. SUMP PUMP DISCHARGE PIPE & LOCAL SERVICES

Any discharge pipe from sump pumps or yard drains encountered on this project, whether or not shown on the plans, which discharges to existing ditches and/or storm sewers or cross public or private easements, shall be maintained, replaced, or reconnected as necessary. Bulkheads shall be placed only as approved by the Engineer. Sump pump connections shall be made to the storm drain pipe by a coring method as approved by the ENGINEER. The CONTRACTOR shall use adequate measures to prevent soil erosion, sedimentation, and/or ponding when connecting discharge pipes to existing or proposed ditches. This work shall be

considered as incidental to the cost of the project.

8. EXISTING SEWER FACILITIES

Existing sewers or drains may be encountered along the line of work. In all such cases, the CONTRACTOR shall perform his operation in such a manner that sewer service will not be interrupted. He shall, at his own expense, make all temporary provisions to maintain sewer service.

Unless otherwise indicated on the plans, the CONTRACTOR shall replace, at his own expense, any disturbed sewer or drain, or relay same at a new grade to be established by the ENGINEER such that sufficient clearance for the sewer will be provided.

9. EXISTING WATER FACILITIES

Where existing water mains and/or water services are encountered in the work, they shall be maintained in operation. They shall be relayed if necessary using the class of pipe and fittings standard to the OWNER of the main.

10. EXISTING GAS FACILITIES

Where existing gas mains are encountered, the CONTRACTOR shall immediately notify the ENGINEER and the gas company. The CONTRACTOR shall then arrange with the gas company for any necessary relocation. The CONTRACTOR will receive no extra compensation on account of delays incurred in conjunction with such relocations.

11. EXISTING ELECTRIC, CABLE, AND TELECOMMUNICATIONS

Where existing electric, cable, or telecommunications facilities are encountered, the CONTRACTOR shall immediately notify the ENGINEER and the affected utility company(ies). The CONTRACTOR shall then arrange with the

utility company for any necessary relocation. The CONTRACTOR will receive no extra compensation on account of delays incurred in conjunction with such relocations.

12. PRESERVATION OF TREES & SHRUBBERY

No trees or shrubbery of any kind shall be removed or destroyed by the CONTRACTOR without written permission of the ENGINEER. The CONTRACTOR will be held fully responsible for any damages caused by his work to adjoining trees and shrubs. Ample precautions shall be taken by the CONTRACTOR to protect such trees and shrubs that are to remain in place by surrounding them with fences or other protection before construction begins. Shrubby that must be removed shall be preserved and replaced in a manner acceptable to the OWNER.

The CONTRACTOR shall protect and/or replace all shrubbery damaged or destroyed by operations under this Contract. The CONTRACTOR shall receive no extra compensation for preservation of trees and shrubbery.

13. TRIMMING TREES & SHRUBS

Where necessary in the field, the CONTRACTOR shall trim trees and shrubs by a method approved by the ENGINEER. All cut surfaces over one inch in diameter shall be painted with grafting wax. All branches which have been damaged by construction shall be pruned correctly to branch collars, to help promote the health of the tree. Also, any abrasions or gouges afflicted on the tree trunks during construction should be bark traced and lightly coated with tree paint. This work shall be incidental to the project.

14. MAINTENANCE OF SERVICE

Drainage through existing sewers, ditches and drains shall be maintained at all times

during construction, and all nearby gutters shall be kept open for drainage. Where existing sewers are encountered in the line of work that interfere with construction, the flow in the sewers, including both dry weather flow and storm flow, shall be maintained.

During the progress of the work, the CONTRACTOR shall accommodate both vehicular and foot traffic and shall provide free access to fire hydrants, water and gas valves. Except as otherwise specified herein or as noted on the plans, street intersections may be blocked but one-half at a time, and Contractor shall lay and maintain temporary driveways, bridges and crossings such as are necessary, in the opinion of the ENGINEER, to reasonably accommodate the public.

In the event detours, traffic control devices or safety equipment are needed, they shall be placed and maintained in accordance with the Michigan Manual of Uniform Traffic Control Devices (MMUTCD).

Maintenance of service as described above shall be considered as incidental to the project cost unless pay items have been included in the proposal for this work.

15. CLEANLINESS OF THE WORK SITE & STREETS

The CONTRACTOR shall keep the work site and all property occupied by him in a neat and orderly condition at all times. Waste material, rubbish and debris shall not be allowed to accumulate. The CONTRACTOR's equipment, temporary buildings and excess materials shall be promptly removed from the work site when no longer needed. At completion of the work, the premises shall be left clean.

The CONTRACTOR shall keep the streets clean. Trucks hauling excavated material, cement, sand, stone or other loose materials from or to the site shall be tight so that no spillage will occur on adjacent streets. Before trucks start away from the site, their

loads shall be trimmed and covered. If, in the judgment of the OWNER, adequate cleanup efforts are not being expended, including but not limited to, roadway, driveway and drainage maintenance, and removal of surplus materials, further construction shall be halted and work forces directed to the cleanup activity until proper order is restored. Should the CONTRACTOR continue to be negligent of his duties in maintaining proper street cleanliness, the OWNER will take necessary steps to perform such cleaning and shall charge the CONTRACTOR for all the costs.

16. DUST CONTROL

All haul roads, detour roads, temporary access roads, other public or private roads, driveways and parking lots used by the CONTRACTOR must be maintained in a dust free condition for the duration of the Contract. The control of the dust shall be accomplished by application of dust control materials and methods of application as approved and as directed by the ENGINEER. Such dust control materials shall be applied as often as is necessary to control dust. Neglect of dust control will not be tolerated.

Should the CONTRACTOR be negligent of his duties in providing dust control, the OWNER may, with or without notice cause the same to be done and deduct the cost of such work from any monies due or to become due the CONTRACTOR under the Contract. Cost of providing dust control shall be considered incidental to the project.

17. WORKING SPACE & USE OF STREETS OR PRIVATE PROPERTY

The CONTRACTOR's operations in public streets or alleys shall be confined to as small a space as practicable, so as not to cause undue inconvenience to the public or abutting properties, and shall be subject to the approval of the ENGINEER.

Where the CONTRACTOR wishes to work on or stockpile materials on nearby properties, it will be his responsibility to contact the property owner for permission. Upon request, the CONTRACTOR shall provide a copy of written permission from any affected property owner. The OWNER will not become involved with any such agreements and will not be held responsible for any damages that the CONTRACTOR may cause to private property. The CONTRACTOR shall not be compensated for restoration of private properties and stockpile areas unless said areas were within the original project limits.

18. EASEMENTS

Prior to the start of construction, the CONTRACTOR shall verify with the OWNER that any required easements have been obtained.

The CONTRACTOR shall keep his work operations within these easements and shall be responsible for complying with any easement conditions that are shown on the plans or stated in the Contract documents.

19. POWER & LIGHT

The CONTRACTOR shall furnish, at his own expense, all the electric power and lighting necessary during the life of this Contract or until such time as the OWNER takes over the work. The CONTRACTOR shall be responsible for complying with any applicable ordinances or regulations concerning power and light.

20. WATER

Unless otherwise allowed by the OWNER, the CONTRACTOR shall furnish, at his own expense, all the water necessary during the life of this Contract or until such time as the OWNER takes over the work.

The CONTRACTOR shall not make a connection to any public water main or fire

hydrant without first obtaining the necessary permit and/or meter from the OWNER.

Existing public water systems shall be operated and controlled by the OWNER. All valves shall be operated exclusively by the OWNER's personnel.

The CONTRACTOR shall not make any connection to or obtain water from a private water source without obtaining written permission from the owner of the water source. The CONTRACTOR shall provide a copy of the written permission to the OWNER upon request.

21. WEATHER PROTECTION & HEATING

The CONTRACTOR shall provide and maintain weather protection and heating at his own expense to properly protect the work under construction from damage if weather conditions require. This work shall include all windbreaks, insulating cover, and other necessary measures required to provide protection from freezing.

The CONTRACTOR shall continue to provide weather protection and heating as necessary until such time as the OWNER takes over the work.

22. RAILROAD CROSSING

Where the work crosses a railroad right-of way, the CONTRACTOR shall secure Railroad Company approval of his methods and schedule of operation. The CONTRACTOR shall carry out his work in strict accordance with the standards of the Railroad Company. The CONTRACTOR shall pay any inspection, signal or flagman costs.

23. OWNERSHIP OF SALVAGED MATERIALS

All salvageable materials such as castings, hydrants, valves, culverts and similar items removed during construction shall remain

the property of the OWNER. The CONTRACTOR shall deliver these salvaged materials to the OWNER's public works facility. If the OWNER indicates that he does not want the salvaged items, then the CONTRACTOR shall be responsible for disposal of the items.

End of Section

EARTHWORK

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GENERAL

1. SCOPE OF WORK

This work shall be subject to the General Conditions and the General Specifications. The work shall include furnishing of labor,

materials, tools, equipment, accessories and services necessary for completing the excavation and backfilling for the items as shown on the contract drawings and/or as herein required. This also includes trenching, trench or subgrade undercutting, roadway earthwork, complete and continual drainage of excavation, sheeting, bracing and shoring of sides of the excavation, backfilling around structures and over pipelines, and the disposal of excess excavated material.

2. MDOT

References to Michigan Department of Transportation (MDOT) Specifications shall pertain to the 2012 Standard Specifications for Construction.

MATERIALS

3. BEDDING

- A. Sand shall be a sharp, clean sand free of lumps of clay or debris with 100 percent passing a 3/8-inch sieve and less than 10 percent loss by wash.
- B. Granular material shall meet the requirements of Section 902.07 of the MDOT Standard Specifications for Construction for Granular Material Class II and Class III.
- C. Pea gravel shall be unwashed and shall be from 1/4-inch to 5/8-inch in size.
- D. Bedding material shall be provided from offsite unless the trench passes through a well-defined strata of sand or gravel. Bedding material shall be subject to the approval of the ENGINEER.
- E. Stone material shall meet the requirements of Section 902.03 of the MDOT Standard Specifications for

Construction for 6A crushed Coarse Aggregate or approved equal.

4. BACKFILL

A. Job Excavated Backfill

Job excavated backfill shall be defined as material excavated from the site that is free from frozen earth, boulders, rocks, stones larger than 3-inch in size, debris, blue and gray clay, and organic material.

B. Granular Backfill

Granular backfill shall be defined as sharp sand, gravel, or crushed stone that is free from lumps of clay and soft or flaky material and shall conform to the latest MDOT Specification for Granular Material Class II or III. Granular backfill shall be used for fill work located under or within the influence of roadway surfaces. The Owner's standard details shall dictate which type of granular material (class II or III) is required for the project.

Material excavated from the trench may be used as granular backfill when, in the opinion of the ENGINEER, it meets the granular backfill grading requirements.

5. STONE REFILL

Stone refill shall consist of natural gravel, slag, or crushed gravel that is equivalent in gradation to MDOT 6A unless otherwise called for in the plan details.

6. EMBANKMENT

Embankment material shall consist of sound earth as described in Section 205.03H of the MDOT Standard Specifications for Construction.

CONSTRUCTION

7. CLEARING

Prior to the start of construction, the CONTRACTOR shall verify the limits of trees and other items that are to be saved. The CONTRACTOR shall then clear the site or trench excavation area of all remaining trees, brush, and other miscellaneous items that are not to be saved.

8. TREE REMOVAL

Where called for on the plans, the CONTRACTOR shall remove trees, including stump and main roots, and dispose of all associated foliage and debris offsite. Trees less than six (6) inch diameter shall be removed where required by the Work as incidental to the Contract. The CONTRACTOR shall abide by any easement agreements regarding the tree removal work and wood ownership.

9. STUMP REMOVAL

Where called for on the plans, the CONTRACTOR shall remove existing stumps, including main roots (two (2) inch diameter and larger), dispose of all associated debris offsite, and backfill the void with suitable material.

10. PAVEMENT CUTS

Where a trench must be cut through pavement, driveway, or sidewalk, particular care shall be taken to avoid unnecessary damage to adjoining areas of the pavement, driveway or sidewalk. All cuts through existing surfaces shall be made full-depth with a concrete saw. Cuts in concrete pavement shall be made parallel with longitudinal and transverse construction or contraction joints.

Saw cuts in concrete pavement shall not be nearer than five feet (5'-0") to a transverse joint, to the centerline of pavement, or to the edge of pavement or curb, i.e., no existing or replacement pavement shall be less than five feet (5'-0") in width. If the damaged pavement or surfacing is nearer than five feet (5'-0") to a joint or centerline of

pavement, or to edge of pavement, surfacing or curb, removal and replacement shall be extended to said joint, centerline, edge of pavement, surfacing, or curb. These same requirements shall apply to the saw cutting and replacement of concrete driveways.

If a square or block of sidewalk is cut, broken, or cracked, the entire square or block shall be removed and replaced.

11. CLASSIFICATION OF EXCAVATION

Earth, as a name for excavated material, shall include all glacial deposits whether cemented or not, except solid boulders one-half cubic yard or more in volume. It shall also include all alluvial deposits and material of every kind that can be excavated with equal facility by the equipment and means typically used for earth excavation.

Peat, as a name for excavated material, shall include all unstable organic soils such as peat, muck, marl, and underlying very soft clay.

Rock, as a name for excavated material, shall include pre-glacial solid ledge rock that can be removed most practically by blasting, barring or wedging, or by some other standard method of quarrying solid rock. It shall also include solid boulders of one-half cubic yard or more in volume as well as existing concrete, masonry with mortar joints, or other existing structural work that can be excavated practically only by methods of quarrying solid rock. It shall not include fragile, friable, or disintegrated materials of any kind that can be excavated by equipment and means used for earth excavation.

12. ROADWAY EARTHWORK

Roadway earthwork shall be performed in accordance with the construction methods that are described in Section 205 of the MDOT Standard Specifications for Construction unless otherwise called for in

the plan notes, details, or supplemental specifications.

13. METHODS OF EXCAVATION IN EARTH

All excavation shall be by open cut from the surface, except in special cases where boring/jacking under pavement or structures may be required, or where boring/jacking under the root system will be required for tree root protection. All excavation shall be made in such a manner and to such depth, length, and width as will give ample room for building the structures, bracing, sheeting and supporting the sides of the excavation, pumping and drainage of ground water and sewage which may be encountered, and removal of all materials excavated. Special care shall be taken so that the soil below the bottom of structures to be built shall be left undisturbed so that a firm bed will be provided for construction. Any voids shall be backfilled with suitable granular material and shall be properly compacted.

14. TRENCH EXCAVATION

A. General

Excavation shall be of sufficient width and depth to provide adequate room for construction and installation of the work to the lines, grades and dimensions called for on the plans. Unless otherwise called for on the OWNER's standard details, the width of a trench from the invert to a height twelve (12) inches above the top of the pipe barrel shall be indicated as follows:

Pipe Size	Maximum Trench Width
4" through 12"	30"
Larger than 12"	O.D. + 24"

If the maximum trench width as specified above is exceeded, unless otherwise shown on the drawings, the CONTRACTOR shall install, at his own expense, such concrete

cradling or other bedding as is approved by the ENGINEER, to support the added load of the backfill.

Where trench excavation is in granular material, the last six (6) inches of trench depth shall be carefully excavated and trimmed by hand to the exact elevation and contour of pipe. Where trench excavation is in rock or clay soil, the trench bottom shall be undercut a minimum of four (4) inches below the final elevation of pipe. The bedding material as hereinafter specified shall be placed and compacted to the underside of the pipe.

Excavation for structures shall be made to the outside lines and surfaces of such structures wherever it is practicable to build directly against the sides and bottoms of excavations. In such cases, care shall be taken not to disturb the original foundation or backing. Final trimming shall be done by hand just before construction of the structure. If excess excavation is made, or the material becomes disturbed so as to require removal beyond the prescribed limits, the resulting space shall be refilled with bedding, as specified hereinafter, and solidly machine tamped into place to 95 percent of maximum unit weight before the construction work proceeds.

Excavation for structures shall be extended sufficiently beyond the limits of the structure to provide ample room for form construction and other construction methods to be followed, wherever necessary.

B. Bedding

Where the subgrade below the bottom of the pipe is disturbed during the construction, the space shall be refilled with sand or pea gravel bedding material solidly tamped to form a firm foundation for the pipe. Sand or pea gravel bedding material shall be extended to one (1) foot above the pipe, except that the bedding shall be exclusively pea gravel to the springline for pipe 36-inch and greater in diameter.

C. Amount of Trench Opening

Not more than 50 feet of trench shall be open at one time in advance of the pipe unless permitted by the ENGINEER. The length of street that may be occupied by the construction work at any one time shall be subject to the direction of the ENGINEER and will be based on requirements of the use of the street by the public. No more than 600 consecutive feet of street length shall be occupied at one time, and vehicle traffic through the street shall not be entirely stopped without permission of the ENGINEER.

After placement of the utility line, the Contractor shall backfill the trench promptly in order to minimize the length of open trench and avoid any unsafe conditions.

15. TRANSPORT OF NATIVE MATERIALS OFFSITE

If the Contractor encounters good materials (sand, gravel, topsoil, etc.) during the course of construction, he shall not be allowed to transport these materials offsite without the written approval of the Engineer. Wherever possible, suitable native sands and gravels shall be used as backfill rather than transporting them offsite and replacing them with non-native materials of a lesser quality.

16. STONE REFILL FOR TRENCH UNDERCUT

In locations where soil at the bottom of trench is unstable, the CONTRACTOR shall excavate (undercut) below the trench bottom and place stone refill as called for in the Materials Section of this specification.

17. EXCAVATION & TRENCH DEWATERING

The CONTRACTOR shall maintain any excavation or trench free of water during construction of any structures and/or pipelines. Water accumulated due to rainfall or runoff and minor groundwater inflow that

can be controlled through the use of portable trash, submersible or positive displacement pumps shall be considered normally expected and anticipated conditions associated with underground construction. This effort will be considered incidental to the cost of construction and will not be reimbursable at the unit price bid for dewatering in the proposal.

The required use of deep wells and/or well points to lower and maintain a reduction in the groundwater elevation below the trench bottom shall be subject to approval of the ENGINEER and shall constitute a reimbursable expense for trench or excavation dewatering. If a pay item for dewatering is included in the Bid Form, then the CONTRACTOR would receive payment for this work based upon the unit bid price. If there are no provisions in the contract for payment for dewatering (i.e. bid item or incidental to other pay items), then the CONTRACTOR shall submit a detailed estimate of the additional cost. Upon acceptance of the CONTRACTOR's estimate, the ENGINEER shall issue a change order. The CONTRACTOR must demonstrate that a continuous effort is required to control hydrostatic pressure in the construction area in order to claim compensation for dewatering.

The CONTRACTOR shall take adequate precautions to control the discharge of dewatering pumps so as to prevent soil erosion or sedimentation of drainage ditches, structures, storm sewers, culverts, natural drainage courses, ponds, lakes or wetlands.

The CONTRACTOR shall insure that discharge from any dewatering operations has a suitable outlet and that it will not cause any damage to adjacent dwellings or property. Water and discharge hoses shall be placed and/or controlled so as to prevent a hazard to pedestrians or motor vehicles passing in the vicinity of the construction site.

Electric pumps shall have suitable power supply appurtenances meeting NEC requirements and properly fused and grounded to prevent electrical shock hazards to on-site personnel.

Internal combustion engine driven pumps, if operated 24 hours per day, shall have adequate exhaust silencers in good repair to muffle engine noise to an acceptable level for the area where located.

18. DIVERTING EXISTING SEWERS

Where existing sewers or drains are encountered in the Work, adequate provision shall be made for diverting flow in the existing sewers so that the excavation will be kept dry during the progress of the construction work. Upon completion of the construction work, the existing sewers shall be restored or otherwise provided with an adequate outlet as directed by the ENGINEER.

19. SHEETING, BRACING & SHORING

Where required to properly support the surfaces of excavations to protect the construction work, adjacent work or workers, sheeting, bracing and shoring shall be provided. If the ENGINEER is of the opinion that at any point sufficient or proper supports have not been provided, he may order such additional supports at the expense of the CONTRACTOR, but neither the placing of such additional supports by the order of the ENGINEER nor failure of the ENGINEER to order such additional supports placed shall release the CONTRACTOR from his responsibility for the sufficiency of such supports and the integrity of the Work. In removing the sheeting and bracing after the construction has been completed, special care shall be taken to prevent any caving of the sides of the excavation and injury to the completed work or to the adjacent property.

20. SHEETING LEFT IN PLACE

Sheeting, bracing and shoring shall not be left in place after completion of the work except as required by the ENGINEER. Where sheeting, bracing, and shoring must be left in place in order to protect the work, adjacent structures, or property, it shall be cut off or left not less than two (2) feet below the established surface grade. If sheeting, shoring or bracing must be left in place, then it shall be paid for at the contract unit bid price that is shown on the Bid Form. If a pay item was not included on the Bid Form, then a work order shall be negotiated.

21. CROSSING EXISTING STRUCTURES/PIPES

During construction, it may be necessary to cross under certain sewers, drains, culverts, water lines, gas lines, electric conduits and other underground structures. Every effort shall be made to prevent damage to such structures. Wherever such structures are disturbed or broken, they shall be restored to good condition. Specified granular backfill shall be placed as described in Section 23, Backfilling. MDOT Grade S3 concrete shall be utilized where directed by the ENGINEER at no additional cost to the project. Either granular backfill or concrete shall be brought to the spring line of the higher utility.

22. TUNNELING TREES

Trees eight (8) inches in diameter or less will require a minimum tunnel length of eight (8) feet. Trees over eight (8) inches in diameter, measured four (4) feet above the ground surface, will require a minimum tunnel length equal to one foot for each inch of tree diameter.

Trees shall be tunneled whenever any portion of an excavation approaches within a distance equal to one-half the required tunnel length except as otherwise noted on the plans.

Tunneling under trees may be accomplished by one of the following methods:

- a. Boring and jacking casing pipe along with placement of a carrier pipe.
- b. Boring and jacking sewer pipe or water main without a casing pipe.
- c. Jacking sewer pipe or water main without boring and without a casing pipe.

Plan notes or existing field conditions shall indicate which method may be used for the tree tunneling work.

23. BACKFILLING

A. General

Backfilling shall include all work required as hereinafter specified. The placement of various pipe, including bedding and building of structures, shall be completed prior to backfilling.

Where called for on the plans, the CONTRACTOR shall backfill trenches and/or other excavations with suitable excavated material (not including gray or blue clay) replaced into the trench or excavation and compacted to not less than 95 percent of maximum unit weight as determined at existing moisture content during backfilling. Compaction shall be provided by means of suitable mechanical compaction equipment.

If the moisture content of cohesive backfill material exceeds the optimum moisture content for maximum density by more than three percent (3%), the CONTRACTOR shall dry the material to meet the foregoing moisture content limitation or provide, at his own expense, MDOT Granular Material Class III. No sloppy or wet backfill will be allowed.

Maximum unit weight will be determined by current methods of Test for Compaction and Density of Soil, AASHTO Designation T-180 or by the Cone Density Method

developed by MDOT, as the material may require.

The ENGINEER shall make compaction tests at all locations requiring granular backfill.

Any depression resulting from settlement of any backfill prior to the date of final payment for all work under this contract shall be brought to the proper grade and surface and made to match the adjacent surface.

B. Materials

Bedding, excavated backfill, and granular backfill shall conform to the requirements that were previously described in Parts 3 and 4 of this specification.

C. Compaction

Backfill material shall be placed in layers not to exceed 12 inches in thickness unless the contractor can demonstrate to the satisfaction of the Engineer that he can consistently attain the specified density on thicker lifts.

Specified compaction shall be obtained with the use of a bulldozer, sheepsfoot roller, mechanical tamper or other similar and effective equipment. Specified compaction means not less than 95 percent (not average 95 percent) of maximum unit weight when tested in accordance with current MDOT Specifications.

If excavated material is not suitable to obtain 95 percent minimum compaction, the CONTRACTOR shall, at his expense, remove unsuitable materials or add granular materials, or both, to obtain ninety-five percent (95%) minimum compaction as specified.

Compaction tests will be made by a representative of the OWNER and paid for by the OWNER, unless otherwise specified in the Contract Documents.

D. Backfilling Trenches

Bedding

The type of bedding required is shown on the detail drawings.

Bedding shall be worked under the haunches of the pipe to provide firm continuous support.

Bedding placed on the sides of and above the pipe shall be compacted by machine tamping to not less than ninety-five percent (95%) of maximum unit weight in layers not exceeding 12 inches in depth.

Trench or Excavated Area

All trenches in paved streets, shoulders, traveled roadways, parking areas and driveways shall be backfilled with suitable excavated backfill or granular backfill, as shown on the drawings from one (1) foot above top of pipe up to the required subgrade elevation which will allow for placement of the required gravel base and/or pavement surface. The approved excavated backfill or granular backfill shall be placed and thoroughly and uniformly compacted by machine tamping to the specified compaction. With the approval of the ENGINEER, water jetting may be accepted in lieu of tamping for granular backfill only.

Specified compaction shall be required of the entire trench when the edge of trench is within three (3) feet of edge of pavement. On road crossings, specified compaction shall extend ten (10) feet beyond the edge of pavement for paved roadways with gravel shoulders or shall extend three (3) feet beyond the back of curb for roadways with curb.

Trenches under concrete sidewalks and bike paths shall be backfilled from one foot above top of pipe to a level four (4) inches below finished grade of the sidewalk with approved suitable excavated backfill or

granular backfill and compacted to ninety-five percent (95%) maximum density.

Trenches not in paved streets, shoulders, traveled roadways, parking areas, driveways or under sidewalks, shall be backfilled from one (1) foot above the top of the pipe up to the ground surface (except as noted under the Restoration Specification) with suitable excavated backfill and shall require compaction equal to adjacent undisturbed earth.

Wherever gas mains, water mains, sewers, or other utilities are located in the trench area, granular backfill shall be used for backfill from bottom of the trench up to the springline of the pipes. Granular backfill shall be placed across the full trench width and extend far enough either side of the existing pipe to allow specified compaction so as to thoroughly support the pipe within the trench area.

E. Backfilling Around Structures

As soon as practicable after concrete structures have set, forms and debris shall be removed and the surface of the concrete pointed. After the structure has been checked and approved, the excavated area around the structure shall be backfilled up to specified subgrade with granular material or suitable excavated material as called for on the drawings for the adjacent trench. The fill shall be thoroughly compacted by machine tamping. No large boulders or masonry shall be placed in backfill. No backfill will be placed against manhole walls within 48 hours after the plaster coat has been applied to the outside of the walls nor shall backfill be placed about concrete structures until concrete has attained at least 75 percent of its design strength and approval of the ENGINEER has been obtained.

24. PLACING AND COMPACTING EMBANKMENT

Embankment material for fill work shall be placed and compacted in accordance with

Section 2.05.03H of the MDOT Standard Specification for Construction.

25. DISPOSAL OF EXCAVATED MATERIAL

After all suitable excavated material has been used on site, the CONTRACTOR shall be responsible for properly removing and disposing of the excess.

The CONTRACTOR shall also be responsible for disposing of all other excavated materials that are unsuitable for use as fill or backfill. Unsuitable materials may include, but are not limited to, broken concrete, asphalt, rock, stone, and other related debris. The CONTRACTOR shall be required to obtain his own disposal areas and permits and shall receive no additional compensation for this disposal work.

Surplus or unsuitable material shall not be disposed of either temporarily or permanently beyond the plan grading limit line or across any wetland or flood plain unless the plans provide for such placement.

Any agreements that the CONTRACTOR makes with local residents concerning the placement of fill on private property shall be the sole responsibility of the CONTRACTOR. The OWNER will not become involved with any such agreements and will not be liable for damages that the CONTRACTOR may cause to private property.

Placement of fill on private property may require that the resident or CONTRACTOR obtain a grading permit or fill permit from the OWNER.

26. FINAL CLEANUP & GRADING

Upon completion of the construction, and before final payment is made, the CONTRACTOR shall restore his working area to as clean a condition as existed before his operations were started. He shall go over the entire line and refill any place that may

have settled. He shall then re-grade and put in shape all backfilled trenches, all fills he may have made from excess excavated materials, and all other areas that may have been disturbed through all operations.

27. CONTRACTOR SAFETY REQUIREMENTS

The excavation and trenching operations shall be conducted by the CONTRACTOR in a manner that will provide safe working conditions for all persons on the site who may be affected by the Work. The CONTRACTOR shall also conduct his operations in a manner that will protect adjacent property from damage.

Trench sides shall be either cut back to the slope as necessitated by soil and ground water conditions which will provide stable sides, or supporting systems shall be installed that are capable of restraining the earth sides from movement. A qualified employee of the CONTRACTOR shall design the trench supporting systems.

The CONTRACTOR shall employ, at all times at the site of the work, a qualified person who will be responsible for the safety of both the work and workmen, and who will make all the decisions relevant to the stability of trenches, the adequacy of any and all protective devices, proper operation of equipment, and all other matters related to safety.

The CONTRACTOR shall not store, along and adjacent to the trench, excavated material, heavy equipment, backfill materials, sewer pipe, or other construction materials which may impose too great a load on the earth and cause displacement or caving of the earth. The CONTRACTOR shall, at all times, provide a safe means of emergency exit from all trench excavations.

End of Section

DIGITAL RECORDED VIDEO SURVEY

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GENERAL

1. SCOPE

Prior to commencing work, the CONTRACTOR shall have a continuous color audio-video digital recording taken along the designated length of the project to serve as a record of existing conditions. All written records and flash drives containing digital records shall become the property of the OWNER.

2. FIRM BACKGROUND

The CONTRACTOR shall engage the services of a professional digital recording firm that is actively engaged in color audio-video recordings for various municipalities. The firm shall have a minimum of two years experience in audio-video digital recording of construction projects.

The OWNER may make such investigation as he deems necessary to determine the ability of the digital recording firm to perform the work. The CONTRACTOR shall furnish the OWNER all such information and data for this purpose as the OWNER may request. The OWNER

reserves the right to reject any digital recording firm if the investigation fails to satisfy the OWNER that such firm is properly qualified to carry out the work specified herein. Upon rejection of a digital recording firm, the CONTRACTOR shall engage the services of another firm that shall undergo the review and approval process as previously discussed.

3. SCHEDULE

All digital recording shall be done during times of good visibility. No recording shall be done during periods of visible precipitation or when more than ten (10) percent of the ground is covered with snow or standing water unless otherwise authorized by the ENGINEER.

Digital recording shall be done prior to placement of materials or equipment in the construction area. Flash drives containing digital records shall be furnished to the OWNER at least one week prior to the preconstruction meeting.

No construction shall begin prior to review and approval of the digital video by the OWNER.

The OWNER shall have authority to reject all or any portion of the digital recording that does not conform to the specifications. Any coverage that is not acceptable to the OWNER shall be rerecorded at no additional charge. The CONTRACTOR shall reschedule unacceptable coverage within five (5) days after being notified.

MATERIALS

4. EQUIPMENT

All equipment, accessories, and materials necessary to perform this service shall be furnished by the CONTRACTOR and the digital recording firm, except for the plans of the proposed area to be digitally recorded

which are to be furnished by the OWNER. The CONTRACTOR shall be responsible for providing any temporary warning signs or barricades if required during the digital recording operations. Digital recordings shall be on high-quality flash drives for lossless picture quality, suitable for uploading and viewing on standard computer systems.

In some instances, digitally recorded coverage may not be suitable for recording necessary details. In such instances, the ENGINEER may specify digital still photographs to provide coverage. Digital photography must be used and the firm shall provide a flash drive containing digital records of all images. A suitable labeling system and description of the location of the photograph shall accompany the photographs in PDF form on the flash drive with the digital photographs.

5. DIGITAL RECORDING

Each digital recording shall begin with the current date, project name, and municipality as well as the general location or station, name of the street, viewing side, and direction of progress. Houses and buildings shall be identified by address.

When conventional wheeled vehicles are used, the distance from camera lens to the ground shall not be less than ten (10) feet to insure proper perspective.

In some instances, digitally recorded coverage will be required in areas that are not accessible by conventional wheeled vehicles. Such coverage shall be obtained by walking or special conveyance approved by the ENGINEER.

The engineering stationing numbers shall be continuous and accurate and shall correspond to the project stationing within the field of view. Standard engineering symbols (for example, 14 + 84) shall appear in the upper left of the viewing screen.

Beneath the engineering stationing, periodic transparent alphanumeric information consisting of the project name, location, direction of travel, viewing side, etc., shall appear.

Global Positioning System Satellites may be used in place of or in addition to engineering stationing numbers where available. The global positioning system shall provide updates at one (1) per second and have an accuracy of five (5) meters or less spherical accuracy. The GPS coordinate display will be at one (1) meter longitude and 1 meter latitude. (example: 3000N423 9456W294)

To preclude the possibility of tampering or editing in any manner, all digital recordings shall, by electronic means, display continuously and simultaneously generated transparent digital information to include the date and time of recording, as well as corresponding GPS coordinates and/or engineering stationing numbers. The date information will contain the month, day and year (for example, 10/5/06) and be placed directly below the time information. The time information shall consist of hours, minutes and seconds separated by colons (for example 10:35:18). This transparent information shall appear on the extreme upper left-hand of the screen.

Each digital recording must be taken at 4K resolution (3840 pixels × 2160 lines), 16:9 aspect ratio, and 60 FPS. File types can include .MP4 and .MOV. Prohibited file types include .MEPG, .FLV, .WMV, and.SWF.

6. DIGITAL VIDEO TRACKS

Digital recordings shall consist of one (1) video and two (2) audio tracks, all of which must be recorded simultaneously. All tracks shall consist of original live recordings and thus shall not be copies of other audio or digital video recordings. Audio track one (1) shall contain the narrative commentary of the camera technician and shall be recorded

simultaneously with his fixed elevation video record of the area of construction. Audio track two (2) shall contain the narrative commentary and evaluations of the ground level remote technician whose function shall be to provide a complete circumspection of any features that are not adequately visible to the camera technician. In order to maintain viewer orientation, transition from a fixed camera overview to a remote camera picture shall be accomplished by means of an electronic dissolve.

7. LIGHTING REQUIREMENTS

In order to produce proper detail and perspective, adequate lighting will be required to fill in the shadow areas caused by trees, utility poles, road signs and other such objects.

For interior and exterior surfaces of existing buildings, a 500 LED light source with 30W of power consumption and a color range between 3200K-5600K is required to enable all objects to be distinctive and clearly video taped with correct detail in order to obtain proper perspective. The CONTRACTOR shall provide all power required for lighting.

8. DIGITAL VIDEO COVERAGE

a. Construction Zone

Digital video coverage shall include all surface features located within the zone of influence of construction and shall be supported by appropriate audio description. Such coverage shall include, but not be limited to, public right-of-way, easement areas, adjacent private property, all existing driveways, sidewalks, curbs, ditches, roadways, landscaping, trees, shrubs, fences, culverts, headwalls, retaining walls, and buildings located within such zone of influence. Of particular concern shall be the existence of any faults, fractures, or defects.

Houses and buildings shall be identified visually by house number when visible.

Manholes or other utility structures shall also be identified.

The rate of travel used during digital recording shall not exceed forty-eight (48) feet per minute. Panning rates and zoom-in/zoom-out rates shall be controlled sufficiently such that stop action during playback will produce clarity of the object viewed.

The ENGINEER shall have the authority to designate areas for which coverage may be added or omitted.

b. Interior and Exterior Surfaces

Building exterior coverage shall include, but not be limited to, all the masonry features of the building such as walls, foundations, chimneys or porches. Building interiors shall include, but not be limited to, all outside basement walls and flooring.

All property being digitally recorded for interior record must have a permanent exterior front view recorded on video displayed in upper right-hand corner of the viewing screen for positive identification of property. This view will be no larger than twenty percent (20%) of the picture area and must begin by showing the address. The camera technician shall pan and zoom in and out as necessary to control the clarity of objects being viewed.

All digital recording shall be done during regular business hours unless otherwise authorized by the OWNER or agreed to by an affected property owner.

9. DIGITAL RECORDING FIRM RESPONSIBILITIES

The digital recording firm may televise and record areas within public rights-of-way, along municipal-owned easements, through municipal-owned parks, and municipal buildings. When digital recording is to be done on private property, the digital recording firm shall give the OWNER

sufficient prior notice so that the property owners may be contacted and their permission obtained for the work.

Three (3) attempts must be logged by the camera technician to complete the video project at each location, and a log sheet describing the day, time, and disposition of the contact must be kept.

At no time will the digital recording firm be allowed to use any electrical circuits located inside or outside buildings on private property. The digital recording firm must enter and leave property in a professional and orderly manner.

10. VIDEO IDENTIFICATION AND SUBMITTAL

All flash drives containing digital records shall be properly identified by number, location, project name, and municipality in a manner that is acceptable to the OWNER.

A record of the contents of each flash drive shall be supplied by a log sheet that identifies each segment in the digital recording by location, roll number, street or road viewing, viewing side, starting point, traveling direction, and ending point.

A minimum of three flash drives containing digital records shall be provided upon final approval and acceptance of the videos by the OWNER and ENGINEER (one set each for the OWNER, ENGINEER, and CONTRACTOR). Additional sets shall be furnished if requested by the OWNER.

End of Section

RESTORATION

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GENERAL

1. SCOPE OF WORK

This work shall be subject to conditions of the General Conditions, General Specifications and include the furnishing of labor, materials, tools, accessories, equipment and services necessary for restoration of the surfaces shown on the Contract drawings and/or as herein required.

This work shall include replacement of all permanent type roadway surfaces, concrete sidewalks, curb and gutters, driveways, trees, culverts, fences, ditches, and miscellaneous items damaged or removed due to construction. Disposal of excess or unsuitable materials shall be considered as part of the restoration work. All such work shall be in accordance with the best modern practice, the OWNER's standards, and as specified herein.

Prior to performing work under this section, the CONTRACTOR shall submit to the ENGINEER for approval his construction methods and design mixes, sieve analysis and/or certification of compliance with the 2012 Michigan Department of Transportation (MDOT) Standard Specifications for Construction except where otherwise noted. No permanent surface restoration shall be performed until all underground work has been approved.

In the event that these specifications conflict with those of the OWNER or the controlling agency, the more stringent requirements shall govern.

2. SHOP DRAWINGS

When required by the ENGINEER, shop drawings shall be furnished as prescribed under the General Conditions.

Before the CONTRACTOR orders any restoration materials that he is proposing to use as substitutes for specified items, he shall submit details of the substitutes to the ENGINEER for consideration and approval.

3. MDOT STANDARDS

References to the Michigan Department of Transportation (MDOT) Specifications shall pertain to the 2012 Standard Specifications for Construction.

MATERIALS

4. AGGREGATE

a. Gravel Approaches and Roads

Natural aggregate shall be used for gravel approach (driveways) and road restoration and shall meet the requirements of MDOT 21AA or 22A as shown in Table 902-1 of the MDOT Standard Specifications for Construction.

b. Shoulders

Natural aggregate shall be used for shoulders and shall meet the requirements of MDOT 21AA, 22A, or 23A as shown in Table 902-1 of the MDOT Standard Specifications for Construction.

c. Base Course

Natural aggregate shall be used for base course construction and shall meet the requirements of MDOT 21A, 21AA, or 22A as shown in Tables 902-1 and 902-2 of the MDOT Standard Specifications for Construction.

5. HOT MIX ASPHALT SURFACE, LEVELING, & BASE COURSES

Hot mix asphalt materials used for pavement construction shall meet the requirements of section 501.02 of the MDOT Standard Specifications for Construction or the requirements of the controlling agency as called for on the construction plans.

6. CONCRETE PAVEMENT, SIDEWALKS, CURB & GUTTER

Concrete used for pavement, sidewalk, and curb and gutter construction shall meet the requirements of MDOT grade P1 concrete or the requirements of the controlling agency as called for on the construction plans. MDOT grade P-NC may also be used where circumstances require the use of a

high-early strength concrete. Refer to Table 601-2 of the MDOT Standard Specifications for Construction.

7. TOPSOIL

Topsoil shall be screened and shall consist of loose black-colored soil that is suitable for the growth of grass seed or sod. The topsoil shall be obtained from the upper layer of an existing fertile soil and be free of limbs, twigs, rocks, stones, muck, roots and debris, etc. and containing organic matter rich in nutrients with negligible clay content.

Topsoil shall meet the following requirements:

- a. The pH range shall be from 6.0 to 7.5. Topsoil outside of this range shall be amended by the addition of pH adjusters as approved by the Engineer.
- b. The organic matter content shall range between 2% and 6% (by dry sample weight).
- c. The soil texture shall be a sandy loam, silt loam, or loam where the sand, silt, and clay contents (by dry sample weight) fall within the following ranges:

Sand.....	40% to 65%
Silt	25% to 60%
Clay	5% to 15%

- d. The gradation shall be as follows:

Sieve Designation	% Passing
1 inch screen	100
0.25 inch screen	97 - 100
No. 10 U.S.S. mesh sieve	95 - 100
No. 140 U.S.S. mesh sieve	15 - 35

- e. The soil salinity as measured by the electrical conductivity of a saturated soil

sample shall not exceed 2dS/m (decisiemens/meter).

- f. Topsoil samples may be taken from stockpiles by the ENGINEER for submission to a testing laboratory. Topsoil that does not meet the required specifications shall be removed from the project site by the CONTRACTOR and shall be replaced with suitable topsoil that meets the testing requirements.

8. SEED & FERTILIZER

Seed and fertilizer shall meet the following requirements:

Table R-1

Location	Seeding* Requirement	Fertilizer Requirement
Maintained Lawn Areas	MDOT Type THM Mix (20% Perennial Rye, 30% Kentucky Blue, 50% Red Fescue) applied at 220 lbs./acre	MDOT Class A, 228 lbs./acre
Fields, Slopes & Ditch Banks, Etc.	MDOT Type THV Mix (30% Perennial Rye, 15% Kentucky Blue, 45% Red Fescue, 10% Fults Salt) applied at 220 lbs./acre	MDOT Class B, 120 lbs./acre

* percent mixture proportions by weight

All grass seeding shall meet the requirements for purity and germination as called for in the MDOT Standard Specifications for Construction Table 917-1 for Seed Mixtures. Seed shall be delivered in durable containers which show the

manufacturer's name, lot number, weight, contents, purity, and germination. Although Table R-1 lists only two typical seeding mixtures, other seeding mixtures shown in MDOT Tables 816-1 and 917-1 may be used where approved by the Engineer.

9. MULCH & MULCH BLANKETS

Mulch and mulch blankets shall meet the following requirements:

- a. Loose Mulch. Mulching material shall consist of any straw or marsh hay in an air-dry condition. Hay in an air-dried condition will be permitted only when straw mulch or marsh hay is unavailable. Mulch materials shall be undamaged, rot free, clean, substantially free of weed seed and other objectionable foreign matter.

- b. Mulch Blankets (for moderate runoff condition). Mulch Blankets shall be one of the following or an approved equal:

S1 Erosion Control Blanket – BonTerra America

Contech ERO-MAT - Contech Construction Products

Erosion Control Blanket DS-75 – North American Green

- c. High Velocity Mulch Blankets (for medium to heavy runoff condition). High velocity mulch blankets shall be one of the following or an approved equal:

S2 Erosion Control Blanket – BonTerra America

Contech High Velocity ERO-MAT – Contech Construction Products

ECS High Impact Excelsior Blanket – Erosion Control Systems, Inc.

ECS High Velocity Straw Mat –
Erosion Control Systems, Inc.

Erosion Control Blanket DS-150 –
North American Green

10. SOD

Sod shall meet the requirements of Section 917.13 of MDOT Standard Specifications for Construction. The Contractor shall keep the sod watered until a vigorous growth is established.

Sod must be an upland mineral soil sod. Sod must be grown on loam soils. Sod grown on peat is not acceptable for use.

11. FENCING

Chain link and woven wire fence materials shall meet the requirements of Section 907 of MDOT Standard Specifications for Construction. Chain link fabric shall be as called for on the construction drawings (aluminum-coated, zinc-coated, or vinyl-coated). Fences made of other materials (wood board, split rail, iron, etc.) shall be replaced in kind or as called for on the construction drawings. In this case, fence materials and construction methods shall meet the applicable standards of ASTM.

12. TREES & SHRUBS

Trees and shrubs shall be quality, nursery-grown stock with adequate root growth (balled and burlapped). Nursery stock shall meet the standards of the current edition of the American Standard for Nursery Stock as published by the American Association of Nurserymen, as well as the standards of Section 917 of the MDOT Standard Specifications for Construction.

13. TIMBER POSTS

Timber used for fence, guide, guard and mailbox posts shall meet the requirements of Section 912.08 of the MDOT Standard Specifications for Construction.

14. TRAFFIC SIGNS & POSTS

Traffic and street signs that are removed or damaged shall be replaced in kind. The materials used for such sign and post replacements shall meet the applicable standards of Section 919 of the MDOT Standard Specifications for Construction.

15. PAVEMENT STRIPING

Pavement striping materials shall meet the requirements shown in Section 920 of the MDOT Standard Specifications for Construction.

CONSTRUCTION

16. PAVEMENT RESTORATION

The aggregate and pavement thicknesses shown in the following sections are intended to be a guideline for minimum thicknesses. Thicker sections may be required depending upon the requirements of the OWNER or the controlling agency. All pavements shall be restored to the elevation and section that existed prior to construction.

a. Gravel Shoulders and Approaches

Gravel shoulders and approaches shall be constructed as described in Section 307.03 of the MDOT Standard Specifications for Construction.

Gravel shoulder restoration shall consist of placement and compaction of MDOT 21AA limestone or MDOT 22A gravel on a suitable subgrade to form a minimum six (6) inch thick section. The 21AA limestone or 22A gravel shall be compacted to a minimum density of ninety-eight (98) percent of the maximum unit weight. The restored shoulder width shall match the existing width.

Restoration of gravel approaches shall consist of placement and compaction of MDOT 21AA limestone or MDOT 22A gravel on a suitable subgrade as called for

on the plans to form a minimum six (6) inch thick section. The 21AA limestone or 22A gravel shall be compacted to a minimum density of ninety-eight (98) percent unit of the maximum unit weight. The restored approach width shall match the existing width.

b. Gravel Roads

Restoration of gravel roads shall consist of placement and compaction of MDOT 21AA limestone, MDOT 22A gravel, or MDOT 23A gravel as called for in the plan details to form a minimum eight (8) inch thick section. The restored road width shall match the existing road width. Gravel roads shall be constructed as described in Section 306.03 of the MDOT Standard Specifications for Construction.

c. Aggregate Base Courses

Aggregate base courses shall be placed and compacted to the thickness and width as called for on the plan details and as described in Section 302.03 of the MDOT Standard Specifications for Construction. Unless otherwise indicated in the Supplemental Specifications, aggregate base courses shall be compacted to a minimum density of ninety-eight (98) percent of the maximum unit weight.

d. Sawcutting

All pavement, curb and gutter, and sidewalk removals shall be accomplished by sawcutting with a power-driven concrete saw. Sawcutting shall be full depth for all pavements (concrete, bituminous, concrete with bituminous overlay).

In bituminous pavement, sawcut lines shall be parallel with or perpendicular to the direction of vehicle travel.

In concrete pavement, sawcut lines shall be cut parallel with pavement joints. Sawcuts shall not be nearer than five (5) feet to a transverse joint, to the center of pavement,

or to the edge of pavement such that no existing or replacement pavement section shall be less than five (5) feet in width. If the proposed sawcut is nearer than five (5) feet to a joint or centerline of a pavement, then removal and replacement shall be extended to said joint or centerline.

If an integral concrete curb is to be removed, then the minimum removal width shall be eighteen (18) inches.

e. Hot Mix Asphalt (HMA) Pavement

Hot mix asphalt pavements shall be constructed in accordance with the plan details and Section 501 of the MDOT Standard Specifications for Construction. Where new asphalt pavement is to adjoin existing asphalt pavement, a two (2) foot wide butt joint shall be constructed. A bond coat shall be applied to the existing pavement surface. Unless otherwise called for in the plan details, the following sections shall apply as a minimum:

Bike paths:	3" HMA over 4" 21AA aggregate base (with soil sterilant application)
Residential driveways:	3" HMA over 6" 21AA aggregate base
Commercial driveways:	4" HMA over 8" 21AA aggregate base; or 8" asphalt
Residential streets:	4" HMA over 8" 21AA aggregate base; or 8" asphalt
Collector road:	9" HMA over 6" 21AA aggregate base

The laboratory density of HMA pavement shall be determined by the Marshall Procedure ASTM D-1559 using 50 blows on each of the specimens as the compactive effort. One set of three (3) specimens shall be made on the first day of placement and on subsequent days as determined by the Engineer.

The measurement of field-compacted density shall be done with a nuclear gage. The percent of compaction obtained shall be determined by dividing the field-compacted density by the laboratory density and multiplying the result by 100. Unless otherwise indicated in the plan details or Supplemental Specifications, all HMA pavements shall be compacted to a minimum calculated density of 97%.

Density tests shall be taken on the completed pavement at a frequency of one test every 500 linear feet of paving lane, except for the last unit which will be 500 linear feet, plus any fractional unit less than 250 feet in length, or will be a fractional unit of 250 feet or more in length. Miscellaneous areas such as intersections, crossovers and widening lanes less than 250 feet long will be tested as directed by the Engineer.

f. Concrete Pavement

Concrete pavements shall be constructed in accordance with the plan details as well as Sections 602 and 801 of the MDOT Standard Specifications for Construction. Where new concrete pavement is to be anchored to old pavement, dowel bars and lane ties shall be installed in accordance with MDOT Standard Plans. Joints shall be installed in the new concrete pavement to match existing joint types and locations. Reinforcing steel shall be similar to that in the existing pavement and shall provide the same cross sectional area of reinforcement per foot as the existing pavement. Unless otherwise called for in the plan details, the following sections shall apply as a minimum:

Residential driveways:	6" non-reinforced concrete over 4" sand base
Commercial driveways:	8" non-reinforced concrete over 4" sand base
Residential	8" non-reinforced concrete

streets:	over 6" sand base
Collector road:	9" non-reinforced concrete over 6" sand base

g. Concrete Sidewalk and Ramps

Concrete sidewalks and ramps shall be constructed in accordance with the plan details and Section 803 of the MDOT Standard Specifications for Construction. Unless otherwise called for in the plan details, the following sections shall apply as a minimum:

Sidewalks:	4" concrete over 4" sand base
Sidewalks (at residential drive crossing):	6" concrete over 4" sand base
Sidewalks (at commercial drive crossing):	8" concrete over 4" sand base
Sidewalk ramps:	4" concrete over 4" sand base

h. Concrete Curb and Gutter

Concrete curb and gutter shall be constructed in accordance with plan details and Section 802 of the MDOT Standard Specifications for Construction.

17. TURF ESTABLISHMENT

The CONTRACTOR shall furnish and place topsoil, seed, or sod, and fertilizer for all areas that were disturbed during construction. Seed and sod shall be installed in accordance with the seasonal limitations that are described in section 816.03 of the MDOT Standard Specifications for Construction unless directed otherwise by the Engineer.

a. Topsoil

Unless otherwise called for on the plans, a minimum of three (3) inches of topsoil shall be placed for areas that are to be restored with seeding or sodding. Topsoil shall be placed on a prepared earth bed in accordance with Section 816.03A of the MDOT Standard Specifications for Construction.

The existing earth bed shall be graded such that the placement of topsoil and sod will meet the final plan grades.

b. Seed

Seeding shall be sown in accordance with Section 816.03C of the MDOT Standard Specifications for Construction. The application rate for the seeding shall be as shown in the table in part 8 of the Materials Section.

c. Mulch and Mulch Blankets

Mulch and mulch blankets shall be placed over seeded areas as called for in Section 816.03E through H of the MDOT Standard Specifications for Construction. If mulch blankets must be secured to a slope, then biodegradable netting and biodegradable earth staples shall be used.

Mulch anchoring shall be considered as incidental to mulch placement unless a pay item for mulch anchoring has been included in the Bid Form.

d. Sod

Sod shall be placed in accordance with Section 816.03D of the MDOT Standard Specifications for Construction.

A sod cutter shall be used to establish a smooth vertical edge when new sod is to abut existing sod.

e. Fertilizer

Fertilizer shall be placed in accordance with Section 816.03B of the MDOT Standard Specifications for Construction. The

application rate for the fertilizer shall be as shown in table in Part 8 of the Materials Section.

f. Watering and Maintenance

It is the responsibility of the CONTRACTOR to regularly water new seed and sod in order to establish a dense lawn of permanent grasses that is free from mounds and depressions. Any portion of a sodded area that "browns-out" or does not firmly knit to the soil base, or any portion of a seeded area that fails to show a uniform germination, shall be resodded or reseeded. Such resodding or reseeding shall be at the CONTRACTOR's expense and shall continue until a dense lawn is established.

Watering seed and sod shall be considered as incidental to the turf establishment work unless a pay item for water has been included in the Bid Form.

18. FENCING

Prior to the start of any fence restoration work, the CONTRACTOR shall verify that the line and grade are correct.

a. Removing and Replacing Existing Fences

Fences shall be removed and replaced or shall be removed as indicated on the Plans or as directed by the ENGINEER. If any of the existing material is damaged or destroyed, the CONTRACTOR shall replace the material at his expense. Replacement fence material shall be of a condition comparable to that which existed prior to construction.

After the fence removal or relocation operations are complete, all surplus material shall be removed and disposed of by the CONTRACTOR at his expense unless otherwise called for on the Contract Documents.

Any holes or voids resulting from the fence post removal operation shall be backfilled

with a suitable material, as approved by the ENGINEER.

b. Placing New Fence

Woven wire and chain link fencing shall be installed in accordance with Sections 808.03A and D of the MDOT Standard Specifications for Construction. If called for on the plans, a top rail shall be used in place of tension wire for the chain link fence construction. Other fence types (timber, boulders, decorative rock, etc.) shall be constructed in accordance with plan details.

19. GUARDRAIL

Guardrail shall be placed in accordance with Section 807 of the MDOT Standard Specifications for Construction. Guardrail design shall be approved by the ENGINEER and shall conform to the current applicable standards of the agency that has jurisdiction of the right-of-way.

Any holes or voids resulting from the guardrail post removal operation shall be backfilled with a suitable material, approved by the ENGINEER.

20. TREE & SHRUB PLANTING

Trees and shrubs shall be planted in accordance with Section 815 of the MDOT Standard Specifications for Construction. Nursery stock shall conform to the standards shown in the American Standard for Nursery Stock (ANSI Z60.1-1996).

Watering and cultivating trees and shrubs during the establishment period shall be considered as incidental to the tree and shrub planting work unless a pay item for watering and cultivating has been included in the Bid Form.

21. MAILBOXES

Where mailbox post replacement is called for on the plans, new mailbox posts shall be

furnished and installed in accordance with Section 807 of the MDOT Standard Specifications for Construction and the plan details.

22. TRAFFIC SIGNS & POSTS

Placement of traffic signs and posts shall be done in accordance with the applicable Sections in 810 of the MDOT Standard Specification for Construction, the current edition of the Michigan Manual of Uniform Traffic Control Devices, and the plan details.

23. PERMANENT PAVEMENT STRIPING

Permanent pavement striping shall be placed in accordance with the plan details and Section 811 of the MDOT Standard Specifications for Construction.

24. DRAINAGE STRUCTURES,
CULVERTS, & DITCHES

As part of restoration, the CONTRACTOR shall be responsible for cleaning out all drainage structures, culverts, and ditches that are located within the area of construction. All ditches shall be restored such that drainage will flow freely. The cost of this work shall be considered as incidental to the project.

25. PROGRESS OF FINAL
RESTORATION

If in the judgement of the OWNER, adequate site restoration efforts are not being expended, including but not limited to, roadway, driveway and drainage maintenance, removal of surplus materials, restoration of all signs, mail boxes and like items, then the OWNER will take the necessary steps to perform such restoration and shall charge the CONTRACTOR for all of the costs until proper order is restored.

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METHOD OF PAYMENT

GENERAL

A. PRICES AND MEASUREMENT:

Payment for work under this contract will be based on a unit price or lump sum for work actually completed. Final measurements of the work will be taken by the Engineer to determine the amount of work done and thereby determine the total cost. The method of applying the unit prices to measured quantities will be as herein specified. Payment will include the cost of all labor, tools, materials, and equipment necessary to do the work.

Several items may have been included in the bid form but may not be called for on the plans. These items have been included in order to establish a unit price in the event that the item of work is necessary. The Contractor should be aware that these items may increase, decrease, or be zero based on field conditions, or Owner direction.

B. INCIDENTAL ITEMS:

Any items of work indicated as incidental or included shall be considered as part of the project work and shall be completed at no additional expense to the Owner. Incidental or included items shall include labor, materials, and equipment that may not be specifically listed in the Bid Form or in the drawings or specifications, but which are necessary to complete the work.

C. PERMITS:

Necessary permits have been applied for by the Owner of this project. The permits must be acquired from the appropriate agency by the Contractor when they are approved. Any permit fees, bonds, and/or permit agency inspection costs will be the responsibility of the Contractor and shall not result in additional cost to the Owner. A list of permits required for this project is shown in the Supplemental Instructions to Bidders section.

MOBILIZATION

The completed work as measured for MOBILIZATION will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Mobilization, Max. 5%, Div. I	lump sum
Mobilization, Max. 5%, Div. II	lump sum
Mobilization, Max. 5%, Div. III	lump sum

The lump sum price shall be payment in full for all preparatory work and operations which may include, but is not limited to, the following items:

1. The movement of personnel, equipment, supplies, and incidentals to the project site.
2. The establishment of the Contractor’s offices, buildings, and other facilities to work on the project.
3. Other work and operations that must be performed.
4. Expenses incurred, prior to beginning work on the various contract items on the project site.
5. Pre-construction costs, exclusive of bidding costs, which are necessary direct costs to the project rather than directly attributable to other pay items under the contract.
6. Permits, bonds, etc.
7. Allowances for irrigation valve adjustments or other necessary expenses incurred.

The pay item will state the maximum amount that can be bid. When the percentage of the original contract amount earned is less than 5 percent, the costs of project specific bonding, insurances, and permits will be reimbursed when a paid invoice is received by the Engineer. The costs of these will then be made in accordance with the Partial Payment Schedule shown below. The original contract amount is the total value of all contract items including the mobilization item. The percentage earned is exclusive of the mobilization item. The total sum of all payments for this item shall not exceed the original contract amount bid for mobilization, regardless of the fact that the Contractor may have, for any reason, shut down his work on the project, moved equipment away from the project and then back again, or for additional quantities or items of work added to the contract.

Partial Payment Schedule	
Percentage of Original Contract Amount Earned	Percentage of Bid Price for Mobilization Allowed
5	50
10	75
25	100

When a pay item for mobilization is not included in the proposal, payment for any such work is considered to have been included in payments made for other items of work.

TRAFFIC MAINTENANCE AND CONTROL

The completed work as measured for TRAFFIC MAINTENANCE AND CONTROL will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Traffic Maintenance and Control, Div. I	lump sum
Traffic Maintenance and Control, Div. II	lump sum

The contract lump sum price shall be payment in full for all labor, materials, and equipment necessary to furnish, install, and maintain all signs, cones, barricades, flagging, etc. as required by the Michigan Manual of Uniform Traffic Control Devices and the Supplemental Specifications. Removal of any temporary signs or other traffic control equipment upon completion of the project shall be considered as incidental to the traffic maintenance and control work. The traffic maintenance and control of Division III (Rawsonville Elementary School Drive) shall be included in Traffic Maintenance and Control, Div. II.

AUDIO VIDEO ROUTE SURVEY

The completed work as measured for AUDIO VIDEO ROUTE SURVEY will be paid for at the contract lump sum price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Audio Video Route Survey, Div. I	lump sum
Audio Video Route Survey, Div. II	lump sum

The lump sum price shall be payment in full for all labor, materials, and equipment necessary to prepare the audio video route survey in accordance with the specifications. Video recording limits are discussed in the Supplemental Specifications section. The audio video route survey of Division III (Rawsonville Elementary School Drive) shall be included in Audio Video Route Survey, Div. II.

Payment shall include the provision of two sets of DVDs containing the complete recordings to the Engineer.

EROSION CONTROL, INLET PROTECTION

The completed work as measured for EROSION CONTROL, INLET PROTECTION will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Erosion Control, Inlet Protection, Fabric Drop	each

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to furnish, install, and maintain catch basin or inlet protection in accordance with the plan notes and details. Maintenance work will include removal and replacement of filters as directed by the Engineer. Removal and disposal of the protection devices and accumulated sediment upon final completion of the project shall be considered included in the work. The work shall also include the removal of accumulated sediment from the ground surface and from the drainage structure sumps.

The following devices are acceptable materials:

1. Siltsack Type B, Regular Flow, by ACF Environmental, Inc.
2. Inlet Pro Sediment Bag, Standard Flow, with optional foam deflector by Hanes Geo Components.
3. Dandy Curb Bag, Dandy Bag, Dandy Curb Sack, Dandy Sack, or Dandy Pop by Dandy Products, Inc.
4. Basin Bag, Regular Flow by CSI Geoturf.

SILT FENCE

The completed work as measured for SILT FENCE will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Silt Fence	feet

Silt fence shall be measured in place horizontally by linear feet. The length shall be measured along the top of fence from end of fence to end of fence.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to furnish, install, and maintain the silt fence in accordance with the plan notes and details. Removal and disposal of the silt fence and accumulated sediment upon final completion of the project shall be considered as included in the work. Placement and maintenance of stone outlet filters at low points along the silt fence line shall also be considered as included in the silt fence work. Maintenance work will include removal and replacement of silt fence and outlet filters as directed by the Engineer. Restoration of disrupted areas shall be paid for separately under the appropriate surface restoration pay items.

REMOVE PAVEMENT

The completed work as measured for REMOVE PAVEMENT will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Pavt, Rem	square yard

Pavement removal shall be measured in place by area in square yards. The removal area shall be based upon the average length and width measurements as determined in the field by the Engineer.

The contract unit price shall be payment in full for all labor, material, and equipment required to sawcut, remove, and properly dispose of the pavement off site. The contract unit price shall apply to pavement of any thickness (both bituminous and concrete). The Contractor shall protect all existing utility structures (manholes, catch basins, irrigation valves, etc.) on the project site. Any structures that are damaged during construction will be fixed at the Contractor's expense.

REMOVE SIDEWALK

The completed work as measured for REMOVE SIDEWALK will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Sidewalk, Rem	square yard

Concrete sidewalk removal shall be measured in place by area in square yards. The removal area shall be based upon the average length and width measurements as determined in the field by the Engineer.

The contract unit price shall be payment in full for all labor, material and equipment required to sawcut, remove, and properly dispose of the sidewalk and ramps off site. The contract unit price shall apply to sidewalk of any thickness.

REMOVE CONCRETE CURB AND GUTTER

The completed work as measured for REMOVE CONCRETE CURB AND GUTTER will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Curb and Gutter, Conc, Rem	feet

Concrete curb and gutter removal shall be measured along the gutter line in linear feet.

The contract unit price shall be payment in full for all labor, materials and equipment required to sawcut, remove, and properly dispose of the concrete curb and gutter offsite.

REMOVE PAVEMENT MARKING

The completed work as measured for PAVT MRKG, REM will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Pavt Mrkg, Rem	feet

Pavement marking removal shall be measured along the centerline of the marking in linear feet.

The contract unit price shall be payment in full for all labor, materials and equipment required to safely remove the pavement marking with minimal amount of disturbance to the existing asphalt.

Acceptable removal methods are as follows:

- a. Sandblasting using air or water
- b. Shot blasting
- c. High-pressure water
- d. Steam or superheated water
- e. Mechanical devices such as grinders, sanders, scrapers, scarifiers, and wire brushes

Once removal is complete, the Contractor is responsible for cleaning up any debris generated.

ADJUST STRUCTURE

The completed work as measured for ADJUST STRUCTURE will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Adjust Drainage/Utility Structure	each

The work of adjusting structures shall be paid for on a per structure basis and shall apply when the total amount of vertical change of the casting (up or down) is six inches or less. Additional vertical change beyond six inches shall be paid for as Reconstruct Drainage/Utility Structure or Reconstruct Sanitary Structure. The pay item for adjusting drainage/utility structures shall apply to existing storm manholes, catch basins, inlets, and gate wells. The pay item for adjusting sanitary structures shall apply only to existing sanitary manholes. The adjust structure pay item shall not apply to new structures since final adjustment in this case is included in the contract unit price of the new structure.

The contract unit price shall be payment in full for all labor, material, and equipment necessary to adjust structures in accordance with the plan details so that the castings will match the new finished pavement or landscape surface grades. Excavation, backfill, cleaning the existing casting and disposal of excess or unsuitable materials shall all be considered as included as part of the adjustment work.

ADJUST IRRIGATION VALVE

The completed work as measured for ADJUST IRRIGATION VALVE will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Adjust Irrigation Valve	each

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to remove and salvage existing irrigation valves and to reset them in the same location or a new location as called for on the plans or as directed by the Engineer in the field. Removing, salvaging, and relaying existing irrigation lines shall be considered as included in the irrigation valve work. Any irrigation valves or lines that are damaged by the Contractor shall be replaced in kind with new materials at no additional cost to the Owner.

Contract unit prices for the above valve repair item shall also include cost of furnishing all necessary materials and fittings, and for all necessary excavation, backfilling and disposal of surplus material. All necessary components shall be provided by the Contractor, but those not designated with a contract pay item will not be paid for separately.

REMOVE AND RESET SALVAGED SIGN

The completed work as measured for REMOVE AND RESET SALVAGED SIGN will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Remove and Reset Salvaged Sign	each

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to remove and salvage the existing sign and post and then reset the existing sign and post in accordance with plan details. Any signs or posts that are damaged by the Contractor during the removal work shall be replaced in kind by the Contractor at no additional cost to the Owner. Furnishing, placing and compacting suitable backfill in the old postholes shall be considered as included in the sign removing and resetting work. If more than one sign exists on a single post, then a separate payment shall apply for each sign that is reset.

ADJUST STRUCTURE, ADDITIONAL DEPTH

The completed work as measured for ADJUST STRUCTURE, ADDITIONAL DEPTH will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Adjust Drainage/Utility Structure, Additional Depth	feet

The work of adjusting structures, additional depth, shall be measured in place by vertical feet and shall apply when the total amount of vertical change of the casting is more than six inches. If a casting must be raised or lowered more than six inches, then the first six inches of vertical change shall be paid for as Adjust Structure and the remaining amount of vertical change shall be paid for as Adjust Structure, Additional Depth, in increments of 0.1 vertical feet. Measurements shall be made from the bottom of the structure to the top of casting before and after adjustment in order to determine the total amount of vertical change. The pay item for adjusting existing drainage/utility structure, additional depth, shall apply to storm manholes, catch basins, inlets, and gate wells. The pay item for adjusting sanitary structures, additional depth, shall apply only to existing sanitary manholes. The adjust structure, additional depth, pay item shall not apply to new structures since final adjustment in this case is included in the contract unit price of the new structure.

The contract unit price shall be payment in full for all labor, material, and equipment necessary to reconstruct structures in accordance with the plan details so that the castings will match the finished pavement or landscape surface grades. Excavation, backfill, removing and replacing the cone and riser sections as necessary, cleaning the existing casting, and disposal of excess or unsuitable materials shall all be considered as included as part of the reconstruction work.

SUBGRADE UNDERCUT, TYPE II (MODIFIED)

The completed work as measured for SUBGRADE UNDERCUT, TYPE II (MODIFIED) will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Subgrade Undercut, Type II (Modified)	cubic yard

Subgrade undercut and refill shall be measured in place and shall be based upon the average length, width, and depth measurements of the undercut area as determined by the Engineer. Undercut areas that are not authorized or measured by the Engineer will not be considered for payment.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to undercut and dispose of the unsuitable material and then backfill the undercut area with compacted MDOT 21AA limestone, unless otherwise called for on the plan details.

SUBGRADE UNDERCUT, TYPE II (SPECIAL)

The completed work as measured for SUBGRADE UNDERCUT, TYPE II (SPECIAL) will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Subgrade Undercut, Type II (Special)	cubic yard

Subgrade undercut and refill shall be measured in place and shall be based upon the average length, width, and depth measurements of the undercut area as determined by the Engineer. Undercut areas that are not authorized or measured by the Engineer will not be considered for payment.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to undercut and dispose of the unsuitable material and then back fill the undercut area with compacted 1" x 3" stone or crushed concrete, unless otherwise called for on the plan details.

SHARED USE PATH, AGGREGATE BASE

The completed work as measured for SHARED USE PATH AGGREGATE will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Driveways, Aggregate Base, 6 inch	square yard
Shared Use Path, Aggregate Base, 6 inch	square yard

Aggregate base course shall be measured in square yards and shall be based upon the pavement length and width measurements as determined by the Engineer. Longitudinal measurements shall be made along the centerline of the path from end to end.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to place, grade, and compact the aggregate base course materials. Any earth excavation, subgrade preparation, or material disposal that is required for the aggregate base course placement shall be considered as incidental to the work unless separate pay items have been included in the bid form for earthwork.

SHARED USE PATH, GRADING

The completed work as measured for SHARED USE PATH, GRADING will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Shared Use Path, Grading	station

Shared use path grading construction shall be measured along the centerline of pathway from end of path to end of path. One station equals one hundred feet.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to perform all earthwork for construction of the bike path or safety path. The contract unit price shall include items such as removing topsoil and vegetation, excavating, grading, and compacting earth along the pathway route, stockpiling, sterilizing the subgrade, and finish grading. Furnishing, grading, and compacting suitable embankment material as well as removing and hauling off of excess or unsuitable material shall also be considered as part of the Shared Use Path, Grading work. In addition, root trimming, clearing, brushing, and removal of trees under 6 inches in diameter shall be considered as part of the work unless separate pay items have been included in the bid form.

HOT MIX ASPHALT (HMA) PAVEMENT

The completed work as measured for HOT MIX ASPHALT (HMA) PAVEMENT will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Driveways, HMA 13A, 6 inch	square yard
Shared Use Path, HMA 13A, 3 inch	square yard

HMA pavement construction for driveway approaches and pathways shall be measured in square yards of HMA and shall be based upon the pavement length and width measurements as determined by the Engineer. Longitudinal measurements shall be made along the centerline of pavement from end to end.

Transverse measurements shall extend from edge of pavement to edge of pavement. The Contractor must provide certified weight delivery tickets to the Construction Observer.

Pay items that are designated as “driveway” shall apply to driveway approach paving work. Pay items that are designated as “path” shall apply to bike path or safety path pavement construction. Pay items that have no designation shall apply to main line road paving.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to construct the HMA pavement in accordance with the plan details. Furnishing and applying bond coats, pavement compaction, and protection of the work shall all be considered as incidental to HMA pavement construction. For bike or safety path paving, the contract unit price shall also include the application of a suitable soil sterilant (Primitol 25E or approved equal) on the Subgrade prior to paving. The application method and coverage rate shall be in accordance with the manufacturer’s recommendations.

HAND PATCHING

The completed work as measured for HAND PATCHING will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Hand Patching	ton

Hand Patching shall be measured in tons based upon certified weight delivery tickets.

The contract unit price shall be payment in full for all labor, material, and equipment necessary to complete the work in accordance with the 2012 Michigan Department of Transportation Standard Specifications for Construction. Application rate shall be as indicated on the plan sheets.

CONCRETE CURB AND GUTTER

The completed work as measured for CONCRETE CURB & GUTTER will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Concrete Curb and Gutter, Detail F4	feet

Concrete curb and gutter shall be measured in place by linear feet. The length shall be measured along the gutter line from end of curb to end of curb. Curb endings and curb drops shall all be measured and paid for as concrete curb and gutter, detail F4.

The contract price shall be payment in full for all labor, materials, and equipment necessary to construct the concrete curb and gutter in accordance with the plan details. Any excavation, subgrade compaction, backfilling behind the curb, disposal of excess materials, joints, curing compound, and placement of curb drops shall be considered as incidental to the curb and gutter construction.

CONCRETE SIDEWALK

The completed work as measured for CONCRETE SIDEWALK will be paid for at the contract unit prices for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Sidewalk, Conc, 6 inch	square feet

Concrete sidewalk shall be measured in place and shall be paid for based upon the length and width measurements of the sidewalk area as determined by the Engineer.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to construct sidewalk of the required thickness in accordance with the plan details. Furnishing, placing, and compacting a 4-inch thick sand base shall be considered as incidental to the sidewalk placement. Any necessary excavation, backfill, and disposal of excess materials shall also be considered as incidental to the sidewalk construction. As shown on the plans, a 4-inch concrete sidewalk with integral curb is being used to the west of the Rawsonville Elementary School drive. The integral curb shall be considered as incidental to the sidewalk placement pay item.

CONCRETE SIDEWALK RAMP

The completed work as measured for CONCRETE SIDEWALK RAMP will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Sidewalk Ramp, Conc, 6 inch	square feet

Concrete sidewalk ramps shall be measured in place and shall be paid for based upon the length and width measurements of the sidewalk ramp area as determined by the Engineer.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to construct sidewalk of the required thickness, including high-back curb, in accordance with the plan details. Furnishing, placing, and compacting a 4-inch thick sand base shall be considered as incidental to the sidewalk placement. Any necessary excavation, backfill, and disposal of excess materials shall also be considered as incidental to the sidewalk ramp construction.

DETECTABLE WARNING SURFACE

The completed work as measured for DETECTABLE WARNING SURFACE will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Detectable Warning Surface	feet

The work of placing detectable warning surfaces shall be measured in linear feet as determined by the Engineer.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to construct the 24-inch, Safety Red (SR), detectable warning strips per Federal Standard 595B, Table IV, Color No. 31350 produced by ADA Solutions Inc., or approved equal, as shown on the construction sheet.

PAVEMENT MARKINGS

The completed work as measured for PAVEMENT MARKINGS will be paid for at the contract unit prices for the following contract items:

<u>Pay Item</u>	<u>Pay Unit</u>
Pavt Mrkg, Ovly Cold Plastic, 12 inch, Crosswalk	feet
Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	feet

Pavement striping shall be measured in place horizontally by linear feet. The length shall be measured along the painted segment from end to end of paint marks. Pavement marking symbols and legends shall be counted and paid for by each.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to furnish and install the pavement markings in accordance with the plan details and the manufacturer's instructions. All sweeping and preparatory work as well as traffic control and temporary protection of newly placed markings shall be considered as incidental to the pavement marking work. Removal of any temporary pavement markings shall also be considered as incidental unless the Bid Form already includes pay items for removing temporary markings.

PERMANENT SIGNING

The completed work as measured for PERMANENT SIGNING will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Sign, Type B Permanent	square foot

Permanent signs shall be measured by sign face area in square feet. Salvaged signs shall be measured and paid for on a per each basis.

The contract price shall be payment in full for all labor, materials, and equipment necessary to install or salvage permanent signs as called for on the plans or as directed by the Engineer. For type A and B permanent signs, the payment shall include furnishing the new sign, new 3 pound posts, hardware, and placement in accordance with the current edition of the Michigan Manual of Uniform Traffic control Devices. For the salvage sign work the payment shall include complete removal of the existing sign, support posts, and foundations as well as delivery of the sign to the Owner's DPW yard. Proper offsite disposal of the supports and foundations shall be considered as included in the salvage sign work. Any signs which are not wanted by the Owner shall become the property of the Contractor and shall be removed from the site at no additional cost to the Owner.

POST, STEEL, 3 LB.

The completed work as measured for POST, STEEL, 3 LB., will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Post, Steel, 3 lb	feet

Posts shall be measured in linear feet. Before the post is installed in the ground, a measurement shall be made along the length of the post from end to end.

The contract unit price shall include all labor, materials, and equipment necessary to furnish and install the post in accordance with plan details and the current edition of the Michigan Manual of Uniform Traffic Control Devices.

TURF ESTABLISHMENT

The completed work as measured for TURF ESTABLISHMENT will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Turf Establishment, Div. I	station
Turf Establishment, Div. II	station

Turf Establishment with seed shall be measured in place using the road alignment stationing and shall include both sides of the road ***and at locations where sidewalk is to be removed and replaced.*** All materials, labor and equipment required or selected by the Contractor to install, maintain, inspect, repair and meet the acceptance parameters for turf establishment, including preparation, updating and submittal of the Contractor's Daily Reports, are included in the contract unit price bid for "Turf Establishment". Turf establishment pay item shall include 3 inches of topsoil, seed, and mulch. Material and seed mix requirements shall be as noted in Section R of the contract documents. Turf establishment for Division III (Rawsonville Elementary School drive) shall be included in Turf Establishment, Div. II.

Repairs made to damaged turf establishment areas as a result of a documented storm by local meteorological data resulting in rainfall amounts of more than 3 inches in a 24-hour period will be paid for as an increase to original quantities in accordance with subsection 109.05 of the Standard specifications for Construction. The following schedule of payment applies to work performed according to this special provision. Upon completion of topsoil surfacing stage, 50 percent of the authorized amount for Turf Establishment will be paid to the Contractor. The remaining 50 percent of the authorized amount will be paid upon completion of all other work necessary to comply with this special provision and to meet all final acceptance parameters for Turf Establishment or at such time as the supplemental performance bond is accepted by the Department.

The supplemental performance bond and all costs associated with turf establishment work performed during the duration of the performance bond, will not be paid for separately. These costs which may include, but are not limited to, mobilization, traffic control devices, and the required permit insurance are included in the unit price bid for "Turf Establishment".

Application of mulch anchoring shall be considered included in the placement of the mulch unless a separate pay item for the mulch anchoring has been included in the Bid Form.

PERMITS AND INSPECTION FEES

The completed work as measured for _____ PERMIT/INSPECTION ALLOWANCE will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
WCRC Permit/Inspection Allowance	dollar
SESC Permit/Inspection Allowance	dollar

The completed work as measured for the Permit/Inspection allowance shall include actual permit and/or inspection fees only as assessed by permit issuer. The CONTRACTOR is required to submit receipts to the ENGINEER for reimbursement. The CONTRACTOR shall note that both permit/inspection allowances apply to Division I and Division II.

Final reimbursement will be paid upon proper close out of the Township SESC permit and WCRC permit.

Bond(s) and insurance requirements to fulfill permit conditions to the governmental agencies and/or permit issuer will not be paid for separately but considered in other contract pay items.

CLEAN OUT STORM STRUCTURES

Upon completion of the restoration work, the contractor shall clean out all storm structures, which are located within the project area. This work shall be considered as incidental to the project cost.

MISCELLANEOUS RESTORATION ITEMS

Restoration of miscellaneous items such as, but not limited to, street signs, traffic signs, shrubbery and other ornamental landscape items which are damaged, removed, or destroyed by the Contractor in the course of the work shall be repaired or replaced by the Contractor with new materials of equal quality as existed prior to the start of work. All such items for which specific bid items are not listed in the proposal shall be considered as incidental work and shall be replaced or repaired at the expense of the Contractor.

FINAL CLEAN UP

Final clean up of the job shall be considered as incidental. Items in this category include removal of debris and litter from the site, removal of surplus materials, sweeping, repair of any damages, and clean out of drainage structures located within the work area.

Surface Restoration shall commence immediately upon completion of final grading or as MDOT seasonal limitations dictate.

EASEMENT CONDITIONS

The Contractor shall be required to review and comply with easement conditions that are shown on the plans or contract documents. Compliance with easement conditions shall be considered as incidental to the overall project cost.

RELOCATE OR BRACE UTILITY POLES AND GUY WIRES

The cost of relocating or bracing utility poles and guy wires, including all labor, materials, machinery and equipment, shall be considered incidental to the project and no extra payment shall be made for such work.

WATER VALVE BOX ADJUSTMENT

Adjustment of water valve boxes, if required, shall be considered as incidental to the project cost. The Contractor shall furnish all labor, materials, tools and equipment required to adjust boxes from the existing elevation to the finished elevations.

PRIVATE UTILITY ADJUSTMENT

Adjustment and/or relocation of private utility structures such as gas valves, structure covers, riser boxes, etc. shall be considered as incidental to the project. The Contractor shall furnish all labor, materials, tools, and equipment required to adjust private utility structures to the finished elevations. If private utility structures are to be adjusted and/or relocated by their respective owners, then the Contractor shall be responsible for coordinating this work with the private utility owner as incidental to the project.

CHANGE ORDER NEW ITEMS – GROVE ROAD PHASE 2

ADJUST STRUCTURE

The completed work as measured for ADJUST STRUCTURE will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Adjust Drainage/Utility Structure	each

The work of adjusting structures shall be paid for on a per structure basis and shall apply when the total amount of vertical change of the casting (up or down) is six inches or less. Additional vertical change beyond six inches shall be paid for as Reconstruct Drainage/Utility Structure or Reconstruct Sanitary Structure. The pay item for adjusting drainage/utility structures shall apply to existing storm manholes, catch basins, inlets, and gate wells. The pay item for adjusting sanitary structures shall apply only to existing sanitary manholes. The adjust structure pay item shall not apply to new structures since final adjustment in this case is included in the contract unit price of the new structure.

The contract unit price shall be payment in full for all labor, material, and equipment necessary to adjust structures in accordance with the plan details so that the castings will match the new finished pavement or landscape surface grades. Unit price includes grading and restoration of working area with topsoil and seed as needed. Excavation, backfill, cleaning the existing casting and disposal of excess or unsuitable materials shall all be considered as included as part of the adjustment work.

REMOVE TREE

The completed work as measured for REMOVE TREE will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Tree, Rem, 6 inch to 18 inch	each

The size of trees will be determined by the average diameter of the tree trunk, measured to the nearest full inch, at a point 4 ½ feet above the base of the tree at the ground line. Trees having major limbs lower than 4 ½ feet from the ground shall be measured at the smallest diameter below such limbs.

The contract unit price shall be payment in full for all labor, material and equipment necessary to completely remove the tree, including all foliage and root systems, backfill the remaining hole, and to properly dispose of the materials off site. When tree removal is called for, the payment shall include removal of the stump. Separate payments for tree and stump removal shall not be made for the same tree. Removal of trees under 6" in diameter as well as logs, debris, brush, shrubs, topsoil, and other vegetation will be considered as incidental to Shared Use Path, Grading.

REMOVE STUMP

The completed work as measured for REMOVE STUMP will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Stump, Rem, 6 inch to 18 inch	each

Stumps shown on the plans to be removed will be measured as the average diameter of the top of the stump. Measurement will be to the nearest full inch.

The contract unit price shall be payment in full for all labor, material and equipment necessary to completely remove the stump, including all root systems, backfill the remaining hole, and to properly dispose of the materials off site. Removal of stumps under 6" in diameter as well as logs, debris, brush, shrubs, topsoil, and other vegetation will be considered as incidental to Shared Use Path, Grading.

SUBGRADE COURSE

The completed work as measured for SUBGRADE COURSE will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Class II Sand, Subgrade	ton

Subgrade course shall be measured in tons based upon certified weight delivery tickets.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to place, grade, and compact the Class II Sand, subgrade course materials, to a minimum of 95% compaction. Any earth excavation, subgrade preparation, or material disposal that is required for the subgrade course placement shall be considered as incidental to the work unless separate pay items have been included in the bid form for earthwork.

CONCRETE PAVEMENT

The completed work as measured for CONCRETE PAVEMENT will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Concrete Pavt, Nonreinf, 6 inch	square yard

Concrete pavement shall be measured in place by square yards and the area shall be based upon the pavement length and width measurements as determined by the Engineer. Longitudinal measurements shall be made along the centerline of pavement from end to end. Transverse measurements shall extend from edge of pavement to edge of pavement. If the concrete pavement has an integral curb, then the transverse measurement shall extend to the back of curb so that the integral curb is included in the pavement area calculation. Mix design for concrete shall meet a minimum of 3500 PSF compressive strength.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to form, place, cure, and protect the concrete pavement in accordance with the plan specifications. Concrete pavement joints and joint sealing shall be considered as included in the pavement construction work unless separate pay items for pavement joints are shown on the Bid Form. Backfilling behind curbs or along pavement edges shall also be considered as incidental to the concrete pavement construction.

CONCRETE SIDEWALK

The completed work as measured for CONCRETE SIDEWALK will be paid for at the contract unit prices for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Sidewalk, Conc, 4 inch	square feet

Concrete sidewalk shall be measured in place and shall be paid for based upon the length and width measurements of the sidewalk area as determined by the Engineer.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to construct sidewalk of the required thickness in accordance with the plan details. Furnishing, placing, and compacting a 4-inch thick sand base shall be considered as incidental to the sidewalk placement. Mix design for concrete shall meet a minimum of 3500 PSF compressive strength. Any necessary excavation, backfill, and disposal of excess materials shall also be considered as incidental to the sidewalk construction.

PAVEMENT MARKINGS

The completed work as measured for PAVEMENT MARKINGS will be paid for at the contract unit prices for the following contract items:

<u>Pay Item</u>	<u>Pay Unit</u>
Pavt Mrkg, Polyurea, 12 inch, White	feet

Pavement striping shall be measured in place horizontally by linear feet. The length shall be measured along the painted segment from end to end of paint marks. Pavement marking symbols and legends shall be counted and paid for by each.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to furnish and install the pavement markings in accordance with the plan details and the manufacturer's instructions. All sweeping and preparatory work as well as traffic control and temporary protection of newly placed markings shall be considered as incidental to the pavement marking work. Removal of any temporary pavement markings shall also be considered as incidental.

PERMANENT TRAFFIC SIGNS

The completed work as measured for PERMANENT TRAFFIC SIGNS will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Pedestrian Ahead, Yellow Green, Permanent Sign, 6 Foot	Ea
Sign Crosswalk, Yield, Yellow Green, Permanent Sign, 6 Foot	Ea

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to furnish and install the signs in accordance with the plan details and the current edition of the Michigan Manual of Uniform Traffic Control Devices. Any hardware that is required to attach the sign to the post

shall be considered as included in the payment for the sign. Furnishing and installing new steel posts, 3 lb., shall also be considered as included in the sign payment.

INSTALL PERMANENT STRUCTURE

The completed work as measured for PERMANENT STRUCTURE will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Wayfinding Post, Galv Steel, 8 Foot	each
Park Trash Receptacle, Typical	each
Park Bench, Typical	each
Landscaping, Island	each

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to furnish and install all items for Permanent Structure. The CONTRACTOR shall install by tying down (with the exception of Landscaping, Island) all Permanent Structure's, and shall coordinate with the ENGINEER in order to schedule the placement.

Wayfinding Post, Galv Steel, 8 Foot shall be a 4 inch by 4 inch square galvanized steel post, measured at grade to top of post at 8 feet, and with 3 feet of post below grade for foundation. The foundation for the post shall be either installed through means of undisturbed clay soil, or if the earth is to be disturbed foundation installation shall include 3500 PSI graded concrete at a minimum of 6 inches around all sides of the post.

Park Trash Receptacle, Typical and Park Bench, Typical pay items include only tying down and placement of the Trash Receptacle and Bench. Items will be procured and provided by the County Parks and Recreation Commission. Placement shall be coordinated by the CONTRACTOR and the ENGINEER. Tying down shall be accordance with the specs as outlined for provided Park Bench, Typical and Park Trash Receptacle, Typical.

Landscaping, Island shall include Feather Reed Grass, planted at 3-ft on center, with an underlayment of weed blocking fabric, and placed mulch. Placement for called out Feather Reed Grass shall be coordinated by CONTRACTOR with the ENGINEER.

SUPPLEMENTAL SPECIFICATIONS

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1. GENERAL

These Supplemental Specifications are supplements to the General Conditions and General Specifications. Where conflicts exist between the aforementioned Contract Documents, the conditions in the Supplemental Specifications shall govern. All pay items and provisions not included within the Grove Road Pathway Phase II contract book shall be referred to in the Grove Street Pathway Extension project with Job No: 0098-18-0020.

2. LOCATION OF PROJECT

The project site is located in the Charter Township of Ypsilanti along Grove Road from North Hydropark to Rawsonville Road.

3. SCOPE OF PROJECT

The work to be done under this Contract includes the furnishing of all materials, equipment, and labor necessary to construct the proposed pathway as well as all necessary earthwork, cleaning and restoration in accordance with the plans and specifications.

4. CONSTRUCTION STANDARDS

It is the intention of these specifications to construct all work in accordance with applicable requirements of the Charter Township of Ypsilanti, the WCRC, and the Michigan Department of Transportation, these specifications, and the plans referenced herein. Where there is a conflict between any of the aforementioned specifications and the permit requirements of the agency controlling the respective utility or rights-of-way, the more restrictive shall govern.

5. PROGRESS MEETINGS

During the life of the project bi-weekly progress meetings may be held to discuss the project status, potential construction problems, the schedule, and other items that may impact the progress of the work. This meeting shall be attended by the CONTRACTOR, any subcontractors whose work is in progress or will be started in the two weeks following the progress meeting, the ENGINEER and the OWNER. The date, place, and time of the first progress meeting will be set at the preconstruction meeting and subsequent meetings will follow every two (2) weeks.

6. STAGING

The Township owns land in North Hydro Park, located along the south side of Grove Road. This area can be used for construction staging purposes; however, it must be fully restored at the Contractor's expense.

7. INCIDENTAL CONTRACT ITEMS

All items of work noted on the plans or in the specifications that are not specifically noted in the Bid Form as a pay item shall be considered included in the pay items provided for the construction of the project and shall be constructed at no extra cost to the OWNER.

8. PROJECT COORDINATION WITH OWNER & OTHER CONTRACTORS

The OWNER, utility companies, and commercial or private owners (specifically DTE) may have construction projects occurring within or adjacent to the project limits during the life of this Contract.

The CONTRACTOR shall coordinate his construction with all such projects that may be ongoing in the vicinity.

Also, where the CONTRACTOR's work affects the operation of YCUA's utilities, the CONTRACTOR shall be responsible for coordinating his work through OHM. Contact the OHM staff assigned to the project and/or Scott Westover at (734) 484-4600. The CONTRACTOR shall give at least 72 hours notice to YCUA in order to schedule activities such as valve operation, hydrant operation, sewer and structure cleanout, etc. No claim for extra compensation or adjustments in Contract Unit Prices will be allowed on account of delay or failure of others to complete work scheduled.

9. MINIMUM WAGE REQUIREMENTS

The OWNER has specific minimum wage requirements that are shown as follows: see Appendix A for detailed information.

10. FEDERAL REQUIREMENTS

This project is being funded in part by the Federal Government. Therefore, it is mandatory that the CONTRACTOR be in compliance with the following Federal Requirements:

- A. Davis-Bacon Act, July 2, 1964 (Title 40, USC, 276A)
- B. Anti-Kickback Act (Title 18, USC 874)
- C. U.S. Department of Labor Regulations and Standards (Title 29, 1, 3 and 5)
- D. Equal Employment Opportunity Act, September 18, 1965 (Executive Order No. 11246)
- E. Federal Occupational Safety and Health Act of 1970
- F. Housing and Urban Development Act of 1968, Section 3, as amended, 12 USC, 1701u.

11. FAIR EMPLOYMENT PRACTICES ACT

The CONTRACTOR agrees that neither he nor his subcontractors will discriminate against any employee or applicant for employment. The CONTRACTOR shall not discriminate with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin or ancestry, nor shall age or sex be a condition of employment except where based upon an occupational qualification. Breach of these covenants may be regarded as a material breach of this Contract.

12. OBSERVATION OF CONSTRUCTION

All construction operations will require full time observation by the OWNER's representative. The CONTRACTOR must notify the ENGINEER at least three (3) working days (72 hours) prior to construction and no work shall be performed without the ENGINEER's presence or awareness. Contact the Construction Staffing Coordinator, Phil Maly, at (734) 466-4515 to schedule observation.

13. HOURS OF WORK

Work may be performed during the hours of 7:00 a.m. to 7:00 p.m., Monday through Saturday only. Work at other times may be performed only by written permission of the OWNER.

14. TESTING & SAMPLING

The CONTRACTOR shall furnish all samples of materials necessary for tests as determined by the ENGINEER or the Construction Observer. All samples taken for analysis and tests shall be taken in such a manner as to be truly representative of the entire lot under test. The CONTRACTOR shall furnish such assistance and facilities as the ENGINEER may require for collecting, storing or curing samples. Where materials tests are to be performed by the manufacturer, the certificates of approval shall be submitted to the ENGINEER. The cost of all such testing by manufacturers shall be incidental to the project. Additional required tests on materials in place shall be made at the expense of the OWNER, unless otherwise stipulated.

The OWNER's Agent, G2 Consulting Group, shall arrange for and furnish testing services as provided by an acceptable independent laboratory as part of this Contract. These services shall be as follows, in addition to the testing requirements noted in the General Conditions:

All concrete shall be slump and air tested, with cylinders taken (as noted above) in compliance with the current MDOT Standard Specifications for Construction.

There may be areas with uncompacted fill material or organic materials; as a result, all areas within the influence of proposed pavement shall be proof rolled as a minimum, to the satisfaction of the ENGINEER. Some testing may be required.

All aggregate base and pavement shall be tested for compaction. A reputable firm, approved by the ENGINEER shall extensively test all such areas with a nuclear densimeter. In addition, all utility crossings and the areas immediately adjacent to any structures in the pavement shall be specifically tested. Areas which fail shall be compacted further and retested. Failure to pass a second test shall be reason to undercut and refill the area, as directed by the ENGINEER, with careful attention to compaction.

15. STAKING

The ENGINEER will provide construction staking. The staking shall consist of horizontal and/or vertical control staking for pathway construction at 50-foot intervals. The CONTRACTOR is responsible for providing a written request for staking to the ENGINEER

at least seventy-two (72) hours in advance of starting work. Staking requests should be emailed to the attention of the OHM Survey Department at stakingrequests@ohm-advisors.com. The CONTRACTOR shall carefully preserve all stakes set by the ENGINEER. In the case of willful or careless destruction, the ENGINEER shall provide the restaking and the CONTRACTOR shall be charged with the resulting expense and shall be responsible for delays and errors caused by unnecessary loss or disturbance of the stakes. The expense for restaking will be entered as a deduct on pay estimates and the resulting amount retained by the OWNER for payment of restaking.

16. SHARED USE PATH, GRADING

A pay item for Shared Use Path, Grading is included on the Bid Form for this project.

This work shall be done in accordance with methods of roadway earthwork as described in Section 205 of the 2012 Michigan Department of Transportation Standard Specifications for Construction except as herein provided.

The work of Shared Use Path, Grading shall consist of all earthwork required to construct the roadway pavement, shoulders, and curb shown on the plans and typical cross sections. The work shall include the salvaging and stockpiling of selected materials, disposing of surplus or unsuitable material, furnishing, placing and compacting embankment materials, trimming the earth grade, compacting the subgrade, and maintaining the work in a finished condition until acceptance by the ENGINEER.

All suitable excavated material from the project, including undercut, shall be used as directed by the ENGINEER to construct embankments, backfill muckholes, or flatten slopes as incidental.

All surplus excavated and unsuitable or waste material not incorporated into the project shall become the property of and shall be disposed of by the CONTRACTOR as incidental. The CONTRACTOR shall follow federal, state and local regulations in the disposal of surplus materials.

After the earth grade has been constructed to the required grade, all stones and rocks more than three (3) inches in diameter, appearing on the surface, shall be removed.

The grading shall be so conducted as to avoid removing or loosening any material outside of the required slopes, and any such material which may be removed or loosened shall be replaced and thoroughly compacted to the required cross section.

In addition to the items as specified in the 2012 MDOT Standard Specifications for Construction, the following items are included:

- A. Strip topsoil within the grading limits (six (6) inch maximum depth).
- B. Clearing of brush and shrubs and the removal of trees less than six (6) inches in diameter.
- C. Backfilling behind the curb, and adjacent to drive approaches and drives.
- D. Removal or relocation of all signs within the grading limits for which no other Contract item applies.

- E. Removal of all other items which are identified as incidental and/or for which no other Contract item applies.
- F. Constructing new swales and ditches as directed in the field.
- G. Reconstruction/regrading/cleanout of existing drainage courses and ditches.

The CONTRACTOR is advised that he should perform his own earthwork calculations for the road construction work when preparing his bid price.

17. TRAFFIC MAINTENANCE & CONTROL

A. General

During the course of construction, provisions must be made to maintain access for emergency vehicles at all times. Where possible and when directed by the ENGINEER, all streets must be left open to traffic at the end of each working day. Traffic maintenance and control as defined in this section shall be considered as included in the unit bid prices or lump sum bid prices that are given in the Bid Form.

All work for maintaining traffic and control shall be in accordance with Section 812 of the 2012 MDOT Standard Specifications for Construction and the current edition of the Michigan Manual of Uniform Traffic Control Devices, (MMUTCD). The Contractor shall also comply with work zone sign requirements as described in Public Act 315 of 2003.

The CONTRACTOR shall conduct his operations and use of equipment in such a manner that traffic will be maintained throughout the entire length of the project. When conditions are such as to warrant variations from this requirement, the procedure to be followed shall be approved by the ENGINEER prior to such procedure being put into effect.

The CONTRACTOR shall furnish, erect and maintain all barricades, signs and lights as required according to the current edition of the MMUTCD. Flagmen shall also be provided by the CONTRACTOR as necessary to protect the vehicular and pedestrian traffic and the work within the work zone areas. CONTRACTOR shall be responsible for notifying concerned parties such as Police, Fire, and school officials if a road closure and/or detour will be in effect. The CONTRACTOR shall notify the same parties when the road has been reopened.

Once work on a particular utility is begun, the CONTRACTOR must continue his work to completion. The OWNER will not permit random movements of work operations among the project area that tend to confuse traffic patterns.

B. Provision for Local Traffic

During the progress of the work, the CONTRACTOR shall accommodate both local vehicular and pedestrian traffic along the roads.

Access to all residences and businesses shall be maintained except as noted on the plans or as directed by the ENGINEER.

The CONTRACTOR's truck and equipment operations on public streets shall be governed by all local traffic ordinances and regulations of the Fire and Police Departments, the OWNER, and Michigan Department of Transportation.

C. Existing Warning and Regulatory Signs

Wherever possible, all existing signs on this project are to be preserved and maintained as incidental to the project.

Where it is not possible to preserve existing traffic control signs and street name signs, they shall be removed, temporarily reset and maintained by the CONTRACTOR. Upon completion of the project, the CONTRACTOR will reset traffic control signs and street name signs in the proper position.

In cases where new signs are called for, they shall be placed in accordance with the requirements outlined elsewhere in the Contract Documents.

Any new or existing signs damaged by the CONTRACTOR shall be replaced in kind by him at no additional cost to the OWNER.

D. Lane Closures and Detours

Any lane closures or detours shall be approved by the OWNER and the appropriate governing agency, and shall meet their specifications and standards as well as those of the MMUTCD. Where there are conflicts, the more restrictive requirement shall apply. If any type of closure is to occur during twilight or darkness, proper lighting will be required.

E. Construction Signs and Barricades

Warning signs and barricade configurations shall meet the requirements of the MMUTCD, the OWNER, WCRC, and the Michigan Department of Transportation. The applicable Michigan Department of Transportation standard typical can be found in Appendix C.

The CONTRACTOR shall not begin any operation on the project until all required signs and barricades have been set.

All signs to be used during twilight or darkness shall be reflectorized, in good condition, with two continuous flashing lights.

The construction site shall at all times be maintained and left in a clean, neat, and safe condition, including any construction signing.

After working hours, signs that are not appropriate shall be covered and/or removed so that motorists will not be confused. The CONTRACTOR shall also remove and replace or cover (where practical) existing traffic signs that may conflict with the proposed construction.

18. LOAD RESTRICTIONS ON LOCAL STREETS

The CONTRACTOR shall not operate heavy trucks or equipment on any side street within the project area without permission from ENGINEER, the OWNER or appropriate governing agency.

19. UTILITIES

The location of public or private utilities shown on the plans is in accordance with mapping provided by the utility owners. No guarantee is given that the locations are absolutely accurate or that utilities other than those shown are not present.

For protection of underground utilities, the CONTRACTOR shall contact “Miss Dig” at 1-800-482-7171 a minimum of three (3) working days prior to excavating. This does not relieve the CONTRACTOR of the responsibility of notifying utility owners who may not be part of the “Miss Dig” alert system.

During the course of the construction, the CONTRACTOR will encounter both overhead and underground utilities. The names and phone numbers of the utility company representatives are shown as follows:

UTILITY	OWNER	NAME & PHONE NUMBER
Electric	Detroit Edison	Clay Combee (734) 397-4338
Telephone	Ameritech	Andy Johnson (734) 996-5350
Gas	Mich Con	Laurie Forrester (313) 389-7261
Cable Television	Comcast	Raymond LaBeau (734) 216-8091
Water & Sanitary Sewer	YCUA	Scott Westover (734) 484-4600

Utility relocation work is not expected to be necessary for this project.

The electric, gas and telephone public utilities have been notified of existing underground utilities and utility poles that are within the construction limits. Those utilities in conflict with the proposed construction will be relocated by the utility OWNER. The CONTRACTOR shall cooperate with utility company forces to minimize project delays.

In the event that utilities are encountered which require relocation, it shall be the CONTRACTOR’s responsibility to arrange for and schedule the relocation of the affected utilities with the owners.

No additional compensation will be paid for delays due to the encountering of existing utilities that are or are not shown on the plans.

Work stoppages by employees of utility companies or any occurrence which results in a delay in utility relocations on this project may be considered as a basis for a claim for an extension of the time of completion, but will not be considered as a basis for a claim for extra compensation or an adjustment in Contract Unit Prices. The amount of any such time extension will be based upon the amount of delay actually experienced as a result of the utility relocation delay.

20. EMERGENCY REPAIR

When the CONTRACTOR is not actively performing work on a particular construction site, situations of an emergency nature may arise as a result of uncompleted work. Such situations may affect, directly or indirectly, public and/or private property, and may ultimately affect the health, safety, and welfare of individuals or the general public. The intent of this article is to provide a procedure to eliminate these problems as they occur. While these problem situations can and do readily develop as emergencies, the ENGINEER shall direct field-related operations and require immediate efforts by the CONTRACTOR to remedy the deficiency in a method of his choosing because of his expertise in the field, time being of the essence. The correction of the "emergency" which may arise when no activity exists on the construction site shall be handled in the following manner:

- A. The ENGINEER shall observe the site, take any necessary photographs and/or prepare any necessary sketches of conditions at the site to determine that the situation constitutes an emergency.
- B. The ENGINEER then has three alternative sources of manpower and equipment to be selected to remedy the emergency situation in the following order:
 1. The CONTRACTOR under Contract with the OWNER to perform all work on the site location in question;
 2. The OWNER's Representative
 3. An independent CONTRACTOR designated by the OWNER.

Since the nature and extent of most unfinished work on a particular construction site is well known by both the ENGINEER's authorized agent and the CONTRACTOR at the time of declaring such an "emergency situation" as set forth herein before; the CONTRACTOR under Contract to the OWNER for the particular project would be the first party notified and would be expected to respond immediately with necessary manpower and equipment to remedy the problem.

If a reasonable time to respond to the emergency notification is not evident, in the best judgment of the ENGINEER, then the CONTRACTOR shall be judged to have waived his rights to physically correct the problem, but not his obligations to pay for such a physical correction or damages resulting there from. The ENGINEER shall then contact the OWNER's Representative for their assistance in correcting the "emergency situation". Where existing commitments by the Representative prohibit their immediate response to the request by the ENGINEER, the ENGINEER shall finally direct that corrective measures be performed by the independent contractor previously contacted by the OWNER to perform such emergency work when so directed.

Since the cost for all remedial work undertaken by the CONTRACTOR on this project shall be borne by the CONTRACTOR and it is necessary to engage the services of the Representative or an independent contractor, then all costs incurred would be deducted from monies due and payable to the CONTRACTOR on the particular project as set forth on any ensuing regular job estimates.

Typical costs which will be deducted from Contract monies due would be:

- A. Payroll wages
- B. Material bills
- C. Equipment rental (Detroit area rates) and moving costs
- D. 15% profit and overhead for independent contractor
- E. 10% administrative costs
- F. Observation costs

21. USE OF WATER

CONTRACTOR shall not make a connection to any fire hydrant without first obtaining the necessary permit (meter). The CONTRACTOR shall be charged for all water used.

22. ASPHALT AND PAVEMENT CONSTRUCTION

Asphalt and concrete pavements shall be constructed in accordance with the 2012 MDOT Standard Specifications for Construction unless otherwise indicated in the Supplemental Specifications, Appendix, plan notes, or plan details.

23. AUDIO-VIDEO RECORDINGS

The CONTRACTOR shall conduct an Audio Video route survey in accordance with the specifications. The extents of this survey shall include the full right of way for the entire project area. The audio video survey shall include detailed descriptions of conditions and locations of all existing pavements, drives, cracks in driveway, mailboxes, locations with poor drainage (e.g. standing water), trees, appurtenances, and other structures within 30 ft of the property line.

Appendix A: Prevailing Wage Requirements

"General Decision Number: MI20200001 02/07/2020

Superseded General Decision Number: MI20190001

State: Michigan

Construction Types: Highway (Highway, Airport & Bridge xxxxx and Sewer/Incid. to Hwy.)

Counties: Michigan Statewide.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 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 \$10.80 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 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/24/2020
2	02/07/2020

CARP0004-004 06/01/2019

REMAINDER OF STATE

	Rates	Fringes
CARPENTER (Piledriver).....	\$ 27.62	20.59

CARP0004-005 06/01/2018

LIVINGSTON (Townships of Brighton, Deerfield, Genoa, Hartland, Oceaola & Tyrone), MACOMB, MONROE, OAKLAND, SANILAC, ST. CLAIR AND WAYNE COUNTIES

	Rates	Fringes
CARPENTER (Piledriver).....	\$ 30.50	27.28

ELEC0017-005 06/03/2019

STATEWIDE

	Rates	Fringes
Line Construction		
Groundman/Driver.....	\$ 28.58	15.27
Journeyman Signal Tech, Communications Tech, Tower Tech & Fiber Optic Splicers.	\$ 40.35	18.80
Journeyman Specialist.....	\$ 46.40	20.62
Operator A.....	\$ 34.10	16.93
Operator B.....	\$ 31.84	16.25

Classifications

Journeyman Specialist: Refers to a crew of only one person working alone.

Operator A: Shall be proficient in operating all power equipment including: Backhoe, Excavator, Directional Bore and Boom/Digger truck.

Operator B: Shall be proficient in operating any 2 of the above mentioned pieces of equipment listed under Operator A.

ENGI0324-003 06/01/2019

ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LENAWEE, LIVINGSTON, MACOMB, MIDLAND, MONROE, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLAIR, SANILAC, SHIAWASSEE, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
GROUP 1.....	\$ 46.52	24.35
GROUP 2.....	\$ 47.52	24.35
GROUP 3.....	\$ 45.02	24.35
GROUP 4.....	\$ 46.02	24.35
GROUP 5.....	\$ 43.52	24.35
GROUP 6.....	\$ 44.52	24.35
GROUP 7.....	\$ 43.25	24.35
GROUP 8.....	\$ 44.25	24.35
GROUP 9.....	\$ 42.80	24.35
GROUP 10.....	\$ 43.80	24.35
GROUP 11.....	\$ 42.07	24.35
GROUP 12.....	\$ 43.07	24.35
GROUP 13.....	\$ 41.71	24.35
GROUP 14.....	\$ 42.71	24.35
GROUP 15.....	\$ 41.07	24.35
GROUP 16.....	\$ 38.37	24.35
GROUP 17.....	\$ 23.89	11.50
GROUP 18.....	\$ 27.38	11.50

FOOTNOTE:

Paid Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

- GROUP 1: Engineer when operating combination of boom and jib 400' or longer
- GROUP 2: Engineer when operating combination of boom and jib 400' or longer on a crane that requires an oiler
- GROUP 3: Engineer when operating combination of boom and jib 300' or longer
- GROUP 4: Engineer when operating combination of boom and jib 300' or longer on a crane that requires an oiler
- GROUP 5: Engineer when operating combination of boom and jib 220' or longer
- GROUP 6: Engineer when operating combination of boom and jib 220' or longer on a crane that requires an oiler
- GROUP 7: Engineer when operating combination of boom and jib 140' or longer
- GROUP 8: Engineer when operating combination of boom and jib 140' or longer on a crane that requires an oiler
- GROUP 9: Tower crane & derrick operator (where operator's work station is 50 ft. or more above first sub-level)
- GROUP 10: Tower crane & derrick operator (where operator's work station is 50 ft. or more above first sub-level) on a crane that requires an oiler
- GROUP 11: Engineer when operating combination of boom and jib 120' or longer
- GROUP 12: Engineer when operating combination of boom and jib 120' or longer on a crane that requires an oiler
- GROUP 13: Crane operator; job mechanic and 3 drum hoist and excavator
- GROUP 14: Crane operator on a crane that requires an oiler
- GROUP 15: Hoisting operator; 2 drum hoist and rubber tired backhoe
- GROUP 16: Forklift and 1 drum hoist
- GROUP 17: Compressor or welder operator
- GROUP 18: Oiler

ENGI0324-004 06/01/2019

AREA 1: ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS, EATON, HILLSDALE, IONIA, KALAMAZOO, KENT, LAKE, MANISTEE, MASON, MECOSTA, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH, VAN BUREN

AREA 2: ANTRIM, BENZIE, CHARLEVOIX, EMMET, GRAND TRAVERSE, KALKASKA, LEELANAU, MISSAUKEE AND WEXFORD COUNTIES:

Rates

Fringes

OPERATOR: Power Equipment
(Steel Erection)

AREA 1		
GROUP 1.....	\$ 46.52	24.35
GROUP 2.....	\$ 43.25	24.35
GROUP 3.....	\$ 41.71	24.35
GROUP 4.....	\$ 38.37	24.35
GROUP 5.....	\$ 23.89	11.50
GROUP 6.....	\$ 27.38	11.50
AREA 2		
GROUP 1.....	\$ 46.52	24.35
GROUP 2.....	\$ 43.25	24.35
GROUP 3.....	\$ 41.71	24.35
GROUP 4.....	\$ 38.37	24.35
GROUP 5.....	\$ 23.89	11.50
GROUP 6.....	\$ 27.38	11.50

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 additional to the group 1 rate. Crane operator with main boom and jib 400' or longer: \$3.00 additional to the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1: Crane Operator with main boom & jib 400', 300', or 220' or longer.

GROUP 2: Crane Operator with main boom & jib 140' or longer, Tower Crane; Gantry Crane; Whirley Derrick.

GROUP 3: Regular Equipment Operator, Crane, Dozer, Loader, Hoist, Straddle Wagon, Mechanic, Grader and Hydro Excavator.

GROUP 4: Air Tugger (single drum), Material Hoist Pump 6" or over, Elevators, Brokk Concrete Breaker.

GROUP 5: Air Compressor, Welder, Generators, Conveyors

GROUP 6: Oiler and fire tender

* ENGI0324-005 09/01/2019

AREA 1: GENESEE, LAPEER, LIVINGSTON, MACOMB, MONROE, OAKLAND, ST. CLAIR, WASHTENAW AND WAYNE COUNTIES

AREA 2: ALCONA, ALLEGAN, ALGER, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KWEENAW, LAKE, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

OPERATOR: Power Equipment
 (Underground construction
 (including sewer))

AREA 1:		
GROUP 1.....	\$ 34.63	24.35
GROUP 2.....	\$ 29.90	24.35
GROUP 3.....	\$ 29.17	24.35
GROUP 4.....	\$ 28.60	24.35
GROUP 5.....	\$ 21.40	13.48
AREA 2:		
GROUP 1.....	\$ 32.92	24.35
GROUP 2.....	\$ 28.03	24.35
GROUP 3.....	\$ 27.53	24.35
GROUP 4.....	\$ 27.25	24.35
GROUP 5.....	\$ 21.40	13.48

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backfiller tamper; Backhoe; Batch plant operator (concrete); Clamshell; Concrete paver (2 drums or larger); Conveyor loader (Euclid type); Crane (crawler, truck type or pile driving); Dozer; Dragline; Elevating grader; Endloader; Gradall (and similar type machine); Grader; Mechanic; Power shovel; Roller (asphalt); Scraper (self-propelled or tractor drawn); Side boom tractor (type D-4 or equivalent and larger); Slip form paver; Slope paver; Trencher (over 8 ft. digging capacity); Well drilling rig; Concrete pump with boom operator; Hydro Excavator

GROUP 2: Boom truck (power swing type boom); Crusher; Hoist; Pump (1 or more - 6-in. discharge or larger - gas or diesel- powered or powered by generator of 300 amperes or more - inclusive of generator); Side boom tractor (smaller than type D-4 or equivalent); Tractor (pneu-tired, other than backhoe or front end loader); Trencher (8-ft. digging capacity and smaller); Vac Truck and End dump operator;

GROUP 3: Air compressors (600 cfm or larger); Air compressors (2 or more-less than 600 cfm); Boom truck (non-swinging, non- powered type boom); Concrete breaker (self-propelled or truck mounted - includes compressor); Concrete paver (1 drum-1/2 yd. or larger); Elevator (other than passenger); Maintenance person; Pump (2 or more-4-in. up to 6-in. discharge-gas or diesel powered - excluding submersible pumps); Pumpcrete machine (and similar equipment); Wagon drill (multiple); Welding machine or generator (2 or more-300 amp. or larger - gas or diesel powered)

GROUP 4: Boiler; Concrete saw (40 hp or over); Curing machine (self-propelled); Farm tractor (with attachment); Finishing machine (concrete); Hydraulic pipe pushing machine; Mulching equipment; Pumps (2 or more up to 4-in. discharge, if used 3 hours or more a day, gas or diesel powered - excluding submersible pumps); Roller (other than asphalt); Stump remover; Trencher (service); Vibrating compaction equipment, self-propelled (6 ft. wide or over); Sweeper (Wayne type); Water wagon and Extend-a boom forklift

Group 5: Fire Person, Oiler

GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW, WAYNE, ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

Rates Fringes

Power equipment operators:
(AIRPORT, BRIDGE & HIGHWAY
CONSTRUCTION)

GROUP 1.....	\$ 34.16	24.35
GROUP 2.....	\$ 27.43	24.35
GROUP 3.....	\$ 26.87	24.35
GROUP 4.....	\$ 26.70	24.35

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt plant operator; Crane operator (does not include work on bridge construction projects when the crane operator is erecting structural components); Dragline operator; Shovel operator; Locomotive operator; Paver operator (5 bags or more); Elevating grader operator; Pile driving operator; Roller operator (asphalt); Blade grader operator; Trenching machine operator (ladder or wheel type); Auto-grader; Slip form paver; Self-propelled or tractor-drawn scraper; Conveyor loader operator (Euclid type); Endloader operator (1 yd. capacity and over); Bulldozer; Hoisting engineer; Tractor operator; Finishing machine operator (asphalt); Mechanic; Pump operator (6-in. discharge or over, gas, diesel powered or generator of 300 amp. or larger); Shouldering or gravel distributing machine operator (self-propelled); Backhoe (with over 3/8 yd. bucket); Side boom tractor (type D-4 or equivalent or larger); Tube finisher (slip form paving); Gradall (and similar type machine); Asphalt paver (self-propelled); Asphalt planer (self-propelled); Batch plant (concrete-central mix); Slurry machine (asphalt); Concrete pump (3 in. and over); Roto-mill; Swinging boom truck (over 12 ton capacity); Hydro demolisher (water blaster); Farm-type tractor with attached pan; Vacuum truck operator; Batch Plant (concrete dry batch); Concrete Saw Operator (40h.p. or over; Tractor Operator (farm type); Finishing Machine Operator (concrete); Grader Operator (self-propelled fine grade or form (concrete)).

GROUP 2: Screening plant operator; Washing plant operator; Crusher operator; Backhoe (with 3/8 yd. bucket or less); Side boom tractor (smaller than D-4 type or equivalent); Sweeper (Wayne type and similar equipment); Greese Truck; Air Compressor Operator (600 cu.ft. per min or more); Air Compressor Operator (two or more, less than 600 cfm);

GROUP 3: Boiler fire tender; Tractor operator (farm type with attachment); Concrete Breaker; Wagon Drill Operator;

GROUP 4: Oiler; Fire tender; Trencher (service); Flexplane operator; Cleftplane operator; Boom or winch hoist truck operator; Endloader operator *under 1 yd. capacity); Roller Operator (other than asphalt); Curing equipment operator (self-propelled); Power bin operator; Plant drier (6 ft. wide or over); Guard post driver operator (power driven); All mulching equipment; Stump remover; Concrete pump (under 3-in.); Mesh installer (self-propelled); End dump; Skid Steer.

 ENGI0324-007 05/01/2019

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
Compressor, welder and forklift.....	\$ 33.90	24.10
Crane operator, main boom & jib 120' or longer.....	\$ 39.87	24.10
Crane operator, main boom & jib 140' or longer.....	\$ 40.17	24.10
Crane operator, main boom & jib 220' or longer.....	\$ 40.76	24.10
Mechanic with truck and tools.....	\$ 39.00	24.10
Oiler and fireman.....	\$ 31.86	24.10
Regular operator.....	\$ 37.22	24.10

 ENGI0324-008 10/01/2015

ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MACOMB, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MONROE, MUSKEGON, NEWAYGO, OAKLAND, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN, WASHTENAW, WAYNE AND WEXFORD COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment (Sewer Relining)		
GROUP 1.....	\$ 30.70	12.93
GROUP 2.....	\$ 29.17	12.93

SEWER RELINING CLASSIFICATIONS

GROUP 1: Operation of audio-visual closed circuit TV system, including remote in-ground cutter and other equipment used in connection with the CCTV system

GROUP 2: Operation of hot water heaters and circulation systems, water jetters and vacuum and mechanical debris removal systems

 ENGI0325-012 05/01/2019

	Rates	Fringes
Power equipment operators - gas distribution and duct installation work:		
GROUP 1.....	\$ 31.34	24.45
GROUP 2.....	\$ 31.31	24.45
GROUP 3.....	\$ 29.60	24.45

SCOPE OF WORK: The construction, installation, treating and reconditioning of pipelines transporting gas vapors within cities, towns, subdivisions, suburban areas, or within private property boundaries, up to and including private meter settings of private industrial, governmental or other premises, more commonly referred to as ""distribution work,"" starting from the first metering station, connection, similar or related facility, of the main or cross country pipeline and including duct installation.

Group 1: Backhoe, crane, grader, mechanic, dozer (D-6 equivalent or larger), side boom (D-4 equivalent or larger), trencher(except service), endloader (2 yd. capacity or greater).

GROUP 2: Dozer (less than D-6 equivalent), endloader (under 2 yd. capacity), side boom (under D-4 capacity), backfiller, pumps (1 or 2 of 6-inch discharge or greater), boom truck (with powered boom), tractor (wheel type other than backhoe or front endloader). Tamper (self-propelled), boom truck (with non-powered boom), concrete saw (20 hp or larger), pumps (2 to 4 under 6-inch discharge), compressor (2 or more or when one is used continuously into the second day) and trencher(service).

GROUP 3: Oiler, hydraulic pipe pushing machine, grease person and hydrostatic testing operator.

 IRON0008-007 06/01/2019

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
Ironworker - pre-engineered metal building erector.....	\$ 23.70	6.95
IRONWORKER		
General contracts \$10,000,000 or greater.....	\$ 33.00	27.12
General contracts less than \$10,000,000.....	\$ 33.00	27.12

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

 IRON0025-002 06/01/2019

ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON,
 CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO,
 ISABELLA, JACKSON, LAPEER, LIVINGSTON, MACOMB, MIDLAND,
 MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE,
 ROSCOMMON, SAGINAW, SANILAC, SHIAWASSEE, ST. CLAIR, TUSCOLA,
 WASHTENAW AND WAYNE COUNTIES:

	Rates	Fringes
Ironworker - pre-engineered metal building erector		
Alcona, Alpena, Arenac, Cheboygan, Clare, Clinton, Crawford, Gladwin, Gratiot, Huron, Ingham, Iosco, Isabella, Jackson, Lapeer, Livingston (west of Burkhardt Road), Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle, Roscommon, Sanilac, Shiawassee, Tuscola & Washtenaw (west of U.S. 23).	\$ 24.26	22.11
Bay, Genesee, Lapeer, Livingston (east of Burkhardt Road), Macomb, Midland, Oakland, Saginaw, St. Clair, The University of Michigan, Washtenaw (east of U.S. 23) & Wayne...	\$ 25.48	23.11
IRONWORKER		
Ornamental and Structural...	\$ 36.77	29.03
Reinforcing.....	\$ 30.98	27.99

 IRON0055-005 07/01/2019

LENAWEE AND MONROE COUNTIES:

	Rates	Fringes
IRONWORKER		
Pre-engineered metal buildings.....	\$ 23.59	19.35
All other work.....	\$ 30.38	24.40

 IRON0292-003 06/01/2019

BERRIEN AND CASS COUNTIES:

	Rates	Fringes
IRONWORKER (Including pre-engineered metal building erector).....	\$ 30.95	22.25

 IRON0340-001 06/19/2017

ALLEGAN, ANTRIM, BARRY, BENZIE, BRANCH, CALHOUN, CHARLEVOIX,
 EATON, EMMET, GRAND TRAVERSE, HILLSDALE, IONIA, KALAMAZOO,
 KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA,
 MISSAUKEE, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA,

OTTAWA, ST. JOSEPH, VAN BUREN AND WEXFORD COUNTIES:

	Rates	Fringes
IRONWORKER (Including pre-engineered metal building erector).....	\$ 24.43	24.67

LAB00005-006 10/01/2017

	Rates	Fringes
Laborers - hazardous waste abatement: (ALCONA, ALPENA, ANTRIM, BENZIE, CHARLEVOIX, CHEBOYGAN, CRAWFORD, EMMET, GRAND TRAVERSE, IOSCO, KALKASKA, LEELANAU, MISSAUKEE, MONTMORENCY, OSCODA, OTSEGO, PRESQUE ISLE AND WEXFORD COUNTIES - Zone 10)		
Levels A, B or C.....	\$ 17.45	12.75
class b.....	\$ 18.00	12.85
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 16.45	12.75
class a.....	\$ 17.00	12.85
Zone 10		
Laborers - hazardous waste abatement: (ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES - Zone 11)		
Levels A, B or C.....	\$ 21.63	12.88
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 20.63	12.88
Laborers - hazardous waste abatement: (ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS, IONIA COUNTY (except the city of Portland); KALAMAZOO, KENT, LAKE, MANISTEE, MASON, MECOSTA, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH AND VAN BUREN COUNTIES - Zone 9)		
Levels A, B or C.....	\$ 20.95	12.85
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		

Also, Level D.....\$ 19.95	12.85
Laborers - hazardous waste abatement: (ARENAC, BAY, CLARE, GLADWIN, GRATIOT, HURON, ISABELLA, MIDLAND, OGEMAW, ROSCOMMON, SAGINAW AND TUSCOLA COUNTIES - Zone 8)	
Levels A, B or C.....\$ 20.65	12.85
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	
Also, Level D.....\$ 19.65	12.85
Laborers - hazardous waste abatement: (CLINTON, EATON AND INGHAM COUNTIES; IONIA COUNTY (City of Portland); LIVINGSTON COUNTY (west of Oak Grove Rd., including the City of Howell) - Zone 6)	
Levels A, B or C.....\$ 24.65	12.85
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	
Also, Level D.....\$ 23.65	12.85
Laborers - hazardous waste abatement: (GENESEE, LAPEER AND SHIAWASSEE COUNTIES - Zone 7)	
Levels A, B or C.....\$ 23.61	13.41
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	
Also, Level D.....\$ 22.61	13.41
Laborers - hazardous waste abatement: (HILLSDALE, JACKSON AND LENAWEЕ COUNTIES - Zone 4)	
Levels A, B or C.....\$ 24.19	12.85
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	
Also, Level D.....\$ 23.19	12.85
Laborers - hazardous waste abatement: (LIVINGSTON COUNTY (east of Oak Grove Rd. and south of M-59, excluding the city of Howell); AND WASHTENAW COUNTY - Zone 3)	
Levels A, B or C.....\$ 29.70	14.20
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	
Also, Level D.....\$ 28.70	14.20
Laborers - hazardous waste abatement: (MACOMB AND WAYNE	

COUNTIES - Zone 1)		
Levels A, B or C.....\$ 28.35		16.75
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 27.35		16.75
Laborers - hazardous waste abatement: (MONROE COUNTY - Zone 4)		
Levels A, B or C.....\$ 30.85		14.45
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 29.84		14.45
Laborers - hazardous waste abatement: (OAKLAND COUNTY and the Northeast portion of LIVINGSTON COUNTY bordered by Oak Grove Road on the West and M-59 on the South - Zone 2)		
Level A, B, C.....\$ 28.85		16.75
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 27.85		16.75
Laborers - hazardous waste abatement: (SANILAC AND ST. CLAIR COUNTIES - Zone 5)		
Levels A, B or C.....\$ 25.19		15.86
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 24.19		15.86

LAB00259-001 09/01/2018

AREA 1: MACOMB, OAKLAND AND WAYNE COUNTIES
AREA 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONROE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN, WASHTENAW AND WEXFORD COUNTIES

Rates Fringes

Laborers - tunnel, shaft and caisson:

AREA 1		
GROUP 1.....	\$ 22.57	16.80
GROUP 2.....	\$ 22.68	16.80
GROUP 3.....	\$ 22.74	16.80
GROUP 4.....	\$ 22.92	16.80
GROUP 5.....	\$ 23.17	16.80
GROUP 6.....	\$ 23.50	16.80
GROUP 7.....	\$ 16.78	16.80
AREA 2		
GROUP 1.....	\$ 24.10	12.85
GROUP 2.....	\$ 24.19	12.85
GROUP 3.....	\$ 24.29	12.85
GROUP 4.....	\$ 24.45	12.85
GROUP 5.....	\$ 24.71	12.85
GROUP 6.....	\$ 25.02	12.85
GROUP 7.....	\$ 17.29	12.85

SCOPE OF WORK: Tunnel, shaft and caisson work of every type and description and all operations incidental thereto, including, but not limited to, shafts and tunnels for sewers, water, subways, transportation, diversion, sewerage, caverns, shelters, aquifers, reservoirs, missile silos and steel sheeting for underground construction.

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Tunnel, shaft and caisson laborer, dump, shanty, hog house tender, testing (on gas) and watchman

GROUP 2: Manhole, headwall, catch basin builder, bricklayer tender, mortar machine and material mixer

GROUP 3: Air tool operator (jackhammer, bush hammer and grinder), first bottom, second bottom, cage tender, car pusher, carrier, concrete, concrete form, concrete repair, cement invert laborer, cement finisher, concrete shoveler, conveyor, floor, gasoline and electric tool operator, gunite, grout operator, welder, heading dinky person, inside lock tender, pea gravel operator, pump, outside lock tender, scaffold, top signal person, switch person, track, tigger, utility person, vibrator, winch operator, pipe jacking, wagon drill and air track operator and concrete saw operator (under 40 h.p.)

GROUP 4: Tunnel, shaft and caisson mucker, bracer, liner plate, long haul dinky driver and well point

GROUP 5: Tunnel, shaft and caisson miner, drill runner, key board operator, power knife operator, reinforced steel or mesh (e.g. wire mesh, steel mats, dowel bars, etc.)

GROUP 6: Dynamite and powder

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

LAB00334-001 09/01/2018

Rates Fringes

Laborers - open cut:
ZONE 1 - MACOMB, OAKLAND

AND WAYNE COUNTIES:

GROUP 1.....	\$ 22.42	16.80
GROUP 2.....	\$ 22.53	16.80
GROUP 3.....	\$ 22.58	16.80
GROUP 4.....	\$ 22.66	16.80
GROUP 5.....	\$ 22.72	16.80
GROUP 6.....	\$ 20.17	16.80
GROUP 7.....	\$ 16.79	16.80

ZONE 2 - LIVINGSTON COUNTY

(east of M-151 (Oak Grove Rd.)); MONROE AND

WASHTENAW COUNTIES:

GROUP 1.....	\$ 23.75	12.85
GROUP 2.....	\$ 23.86	12.85
GROUP 3.....	\$ 23.98	12.85
GROUP 4.....	\$ 24.05	12.85
GROUP 5.....	\$ 24.20	12.85
GROUP 6.....	\$ 21.50	12.85
GROUP 7.....	\$ 18.14	12.85

ZONE 3 - CLINTON, EATON,

GENESEE, HILLSDALE AND INGHAM COUNTIES; IONIA

COUNTY (City of Portland);

JACKSON, LAPEER AND

LENAWEE COUNTIES;

LIVINGSTON COUNTY (west of

M-151 Oak Grove Rd.);

SANILAC, ST. CLAIR AND

SHIAWASSEE COUNTIES:

GROUP 1.....	\$ 21.94	12.85
GROUP 2.....	\$ 22.08	12.85
GROUP 3.....	\$ 22.20	12.85
GROUP 4.....	\$ 22.25	12.85
GROUP 5.....	\$ 22.39	12.85
GROUP 6.....	\$ 19.69	12.85
GROUP 7.....	\$ 16.84	12.85

ZONE 4 - ALCONA, ALLEGAN,

ALPENA, ANTRIM, ARENAC,

BARRY, BAY, BENZIE,

BERRIEN, BRANCH,

CALHOUN, CASS, CHARLEVOIX,

CHEBOYGAN, CLARE,

CRAWFORD, EMMET,

GLADWIN, GRAND TRAVERSE,

GRATIOT AND HURON

COUNTIES; IONIA COUNTY

(EXCEPT THE CITY OF

PORTLAND); IOSCO,

ISABELLA, KALAMAZOO,

KALKASKA, KENT,

LAKE, LEELANAU, MANISTEE,

MASON, MECOSTA, MIDLAND,

MISSAUKEE, MONTCALM,

MONTMORENCY, MUSKEGON,

NEWAYGO, OCEANA, OGEMAW,

OSCEOLA, OSCODA, OTSEGO,

OTTAWA, PRESQUE ISLE,

ROSCOMMON, SAGINAW, ST.

JOSEPH, TUSCOLA, VAN BUREN

AND WEXFORD COUNTIES:

GROUP 1.....	\$ 20.97	12.85
GROUP 2.....	\$ 21.10	12.85
GROUP 3.....	\$ 21.21	12.85
GROUP 4.....	\$ 21.28	12.85
GROUP 5.....	\$ 21.40	12.85

GROUP 6.....	\$ 18.62	12.85
GROUP 7.....	\$ 16.96	12.85
ZONE 5 - ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:		
GROUP 1.....	\$ 21.19	12.85
GROUP 2.....	\$ 21.33	12.85
GROUP 3.....	\$ 21.46	12.85
GROUP 4.....	\$ 21.51	12.85
GROUP 5.....	\$ 21.56	12.85
GROUP 6.....	\$ 18.94	12.85
GROUP 7.....	\$ 17.05	12.85

SCOPE OF WORK:

Open cut construction work shall be construed to mean work which requires the excavation of earth including industrial, commercial and residential building site excavation and preparation, land balancing, demolition and removal of concrete and underground appurtenances, grading, paving, sewers, utilities and improvements; retention, oxidation, flocculation and irrigation facilities, and also including but not limited to underground piping, conduits, steel sheeting for underground construction, and all work incidental thereto, and general excavation. For all areas except the Upper Peninsula, open cut construction work shall also be construed to mean waterfront work, piers, docks, seawalls, breakwalls, marinas and all incidental work. Open cut construction work shall not include any structural modifications, alterations, additions and repairs to buildings, or highway work, including roads, streets, bridge construction and parking lots or steel erection work and excavation for the building itself and back filling inside of and within 5 ft. of the building and foundations, footings and piers for the building. Open cut construction work shall not include any work covered under Tunnel, Shaft and Caisson work.

OPEN CUT LABORER CLASSIFICATIONS

GROUP 1: Construction laborer

GROUP 2: Mortar and material mixer, concrete form person, signal person, well point person, manhole, headwall and catch basin builder, headwall, seawall, breakwall and dock builder

GROUP 3: Air, gasoline and electric tool operator, vibrator operator, driller, pump person, tar kettle operator, bracer, rodder, reinforced steel or mesh person (e.g., wire mesh, steel mats, dowel bars, etc.), welder, pipe jacking and boring person, wagon drill and air track operator and concrete saw operator (under 40 h.p.), windlass and tugger person and directional boring person

GROUP 4: Trench or excavating grade person

GROUP 5: Pipe layer (including crock, metal pipe, multi-plate or other conduits)

GROUP 6: Grouting man, audio-visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work and the installation and repair of water service pipe and appurtenances

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

LAB00465-001 06/01/2019

LABORER: Highway, Bridge and Airport Construction

AREA 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES

AREA 2: ALLEGAN, BARRY, BAY, BERRIEN, BRANCH, CALHOUN, CASS, CLINTON, EATON, GRATIOT, HILLSDALE, HURON, INGHAM, JACKSON, KALAMAZOO, LAPEER, LENAWEE, LIVINGSTON, MIDLAND, MUSKEGON, SAGINAW, SANILAC, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA AND VAN BUREN COUNTIES

AREA 3: ALCONA, ALPENA, ANTRIM, ARENAC, BENZIE, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, IONIA, IOSCO, ISABELLA, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MISSAUKEE, MONTCALM, MONTMORENCY, NEWAYGO, OCEANA, OGEMAW, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON AND WEXFORD COUNTIES

AREA 4: ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES

	Rates	Fringes
LABORER (AREA 1)		
GROUP 1.....	\$ 27.07	12.90
GROUP 2.....	\$ 27.20	12.90
GROUP 3.....	\$ 27.38	12.90
GROUP 4.....	\$ 27.46	12.90
GROUP 5.....	\$ 27.67	12.90
GROUP 6.....	\$ 27.97	12.90
LABORER (AREA 2)		
GROUP 1.....	\$ 24.02	12.85
GROUP 2.....	\$ 24.22	12.85
GROUP 3.....	\$ 24.46	12.85
GROUP 4.....	\$ 24.81	12.85
GROUP 5.....	\$ 24.68	12.85
GROUP 6.....	\$ 25.02	12.85
LABORER (AREA 3)		
GROUP 1.....	\$ 23.27	12.85
GROUP 2.....	\$ 23.48	12.85
GROUP 3.....	\$ 23.77	12.85
GROUP 4.....	\$ 24.21	12.85
GROUP 5.....	\$ 23.83	12.85
GROUP 6.....	\$ 24.26	12.85
LABORER (AREA 4)		
GROUP 1.....	\$ 23.32	12.85
GROUP 2.....	\$ 23.53	12.85
GROUP 3.....	\$ 23.82	12.85
GROUP 4.....	\$ 24.26	12.85

GROUP 5.....	\$ 23.88	12.85
GROUP 6.....	\$ 24.31	12.85

LABORER CLASSIFICATIONS

GROUP 1: Asphalt shoveler or loader; asphalt plant misc.; burlap person; yard person; dumper (wagon, truck, etc.); joint filling laborer; miscellaneous laborer; unskilled laborer; sprinkler laborer; form setting laborer; form stripper; pavement reinforcing; handling and placing (e.g., wire mesh, steel mats, dowel bars); mason's tender or bricklayer's tender on manholes; manhole builder; headwalls, etc.; waterproofing, (other than buildings) seal coating and slurry mix, shoring, underpinning; pressure grouting; bridge pin and hanger removal; material recycling laborer; horizontal paver laborer (brick, concrete, clay, stone and asphalt); ground stabilization and modification laborer; grouting; waterblasting; top person; railroad track and trestle laborer; carpenters' tender; guard rail builders' tender; earth retention barrier and wall and M.S.E. wall installer's tender; highway and median installer's tender (including sound, retaining, and crash barriers); fence erector's tender; asphalt raker tender; sign installer; remote control operated equipment.

GROUP 2: Mixer operator (less than 5 sacks); air or electric tool operator (jackhammer, etc.); spreader; boxperson (asphalt, stone, gravel); concrete paddler; power chain saw operator; paving batch truck dumper; tunnel mucker (highway work only); concrete saw (under 40 h.p.) and dry pack machine; roto-mill grounds person.

GROUP 3: Tunnel miner (highway work only); finishers tenders; guard rail builders; highway and median barrier installer; earth retention barrier and wall and M.S.E. wall installer's (including sound, retaining and crash barriers); fence erector; bottom person; powder person; wagon drill and air track operator; diamond and core drills; grade checker; certified welders; curb and side rail setter's tender.

GROUP 4: Asphalt raker

GROUP 5: Pipe layers, oxy-gun

GROUP 6: Line-form setter for curb or pavement; asphalt screed checker/screw man on asphalt paving machines.

LAB01076-005 04/01/2019

MICHIGAN STATEWIDE

	Rates	Fringes
LABORER (DISTRIBUTION WORK)		
Zone 1.....	\$ 21.47	12.90
Zone 2.....	\$ 19.77	12.90
Zone 3.....	\$ 17.95	12.90
Zone 4.....	\$ 17.32	12.90
Zone 5.....	\$ 17.30	12.90

DISTRIBUTION WORK - The construction, installation, treating and reconditioning of distribution pipelines transporting coal, oil, gas or other similar materials, vapors or

liquids, including pipelines within private property boundaries, up to and including the meter settings on residential, commercial, industrial, institutional, private and public structures. All work covering pumping stations and tank farms not covered by the Building Trades Agreement. Other distribution lines with the exception of sewer, water and cable television are included.

Underground Duct Layer Pay: \$.40 per hour above the base pay rate.

Zone 1 - Macomb, Oakland and Wayne

Zone 2 - Monroe and Washtenaw

Zone 3 - Bay, Genesee, Lapeer, Midland, Saginaw, Sanilac, Shiawassee and St. Clair

Zone 4 - Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft

Zone 5 - Remaining Counties in Michigan

PAIN0022-002 07/01/2008

HILLSDALE, JACKSON AND LENAWEЕ COUNTIES; LIVINGSTON COUNTY (east of the eastern city limits of Howell, not including the city of Howell, north to the Genesee County line and south to the Washtenaw County line); MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES:

	Rates	Fringes
PAINTER.....	\$ 25.06	14.75

FOOTNOTES: For all spray work and journeyman rigging for spray work, also blowing off, \$0.80 per hour additional (applies only to workers doing rigging for spray work on off the floor work. Does not include setting up or moving rigging on floor surfaces, nor does it apply to workers engaged in covering up or tending spray equipment. For all sandblasting and spray work performed on highway bridges, overpasses, tanks or steel, \$0.80 per hour additional. For all brushing, cleaning and other preparatory work (other than spraying or steeplejack work) at scaffold heights of fifty (50) feet from the ground or higher, \$0.50 per hour additional. For all preparatorial work and painting performed on open steel under forty (40) feet when no scaffolding is involved, \$0.50 per hour additional. For all swing stage work-window jacks and window belts-exterior and interior, \$0.50 per hour additional. For all spray work and sandblaster work to a scaffold height of forty (40) feet above the floor level, \$0.80 per hour additional. For all preparatorial work and painting on all highway bridges or overpasses up to forty (40) feet in height, \$0.50 per hour additional. For all steeplejack work performed where the elevation is forty (40) feet or more, \$1.25 per hour additional.

PAIN0312-001 06/01/2018

EXCLUDES: ALLEGAN COUNTY (Townships of Dorr, Fillmore, Heath, Hopkins, Laketown, Leighton, Manlius, Monterey, Overisel, Salem, Saugatuck and Wayland); INCLUDES: Barry, Berrien, Branch, Calhoun, Cass, Hillsdale, Kalamazoo, St. Joseph, Van

Buren

	Rates	Fringes
PAINTER		
Brush and roller.....	\$ 23.74	13.35
Spray, Sandblast, Sign		
Painting.....	\$ 24.94	13.35

PAIN0845-003 05/10/2018

CLINTON COUNTY; EATON COUNTY (does not include the townships of Bellevue and Olivet); INGHAM COUNTY; IONIA COUNTY (east of Hwy. M 66); LIVINGSTON COUNTY (west of the eastern city limits of Howell, including the city of Howell, north to the Genesee County line and south to the Washtenaw County line); AND SHIAWASSEE COUNTY (Townships of Bennington, Laingsbury and Perry):

	Rates	Fringes
PAINTER.....	\$ 25.49	13.74

PAIN0845-015 05/10/2018

MUSKEGON COUNTY; NEWAYGO COUNTY (except the Townships of Barton, Big Prairie, Brooks, Croton, Ensley, Everett, Goodwell, Grant, Home, Monroe, Norwich and Wilcox); OCEANA COUNTY; OTTAWA COUNTY (except the townships of Allendale, Blendone, Chester, Georgetown, Holland, Jamestown, Olive, Park, Polkton, Port Sheldon, Tallmadge, Wright and Zeeland):

	Rates	Fringes
PAINTER.....	\$ 25.49	13.74

PAIN0845-018 05/10/2018

ALLEGAN COUNTY (Townships of Dorr, Fillmore, Heath, Hopkins, Laketown, Leighton, Manlius, Monterey, Overisel, Salem, Saugatuck and Wayland); IONIA COUNTY (west of Hwy. M-66); KENT, MECOSTA AND MONTCALM COUNTIES; NEWAYGO COUNTY (Townships of Barton, Big Prairie, Brooks, Croton, Ensley, Everett, Goodwell, Grant, Home, Monroe, Norwich and Wilcox); OSCEOLA COUNTY (south of Hwy. #10); OTTAWA COUNTY (Townships of Allendale, Blendone, Chester, Georgetown, Holland, Jamestown, Olive, Park, Polkton, Port Sheldon, Tallmadge, Wright and Zeeland):

	Rates	Fringes
PAINTER.....	\$ 25.49	13.74

FOOTNOTES: Lead abatement work: \$1.00 per hour additional.

PAIN1011-003 06/02/2019

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
PAINTER.....	\$ 25.76	13.33

FOOTNOTES: High pay (bridges, overpasses, watertower): 30 to 80 ft.: \$.65 per hour additional. 80 ft. and over: \$1.30 per hour additional.

PAIN1474-002 06/01/2010

HURON COUNTY; LAPEER COUNTY (east of Hwy. M-53); ST. CLAIR, SANILAC AND TUSCOLA COUNTIES:

	Rates	Fringes
PAINTER.....	\$ 23.79	12.02

FOOTNOTES: Lead abatement work: \$1.00 per hour additional. Work with any hazardous material: \$1.00 per hour additional. Sandblasting, steam cleaning and acid cleaning: \$1.00 per hour additional. Ladder work at or above 40 ft., scaffold work at or above 40 ft., swing stage, boatswain chair, window jacks and all work performed over a falling height of 40 ft.: \$1.00 per hour additional. Spray gun work, pick pullers and those handling needles, blowing off by air pressure, and any person rigging (setting up and moving off the ground): \$1.00 per hour additional. Steeplejack, tanks, gas holders, stacks, flag poles, radio towers and beacons, power line towers, bridges, etc.: \$1.00 per hour additional, paid from the ground up.

PAIN1803-003 06/01/2019

ALCONA, ALPENA, ANTRIM, ARENAC, BAY, BENZIE, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, GRATIOT, IOSCO, ISABELLA, KALKASKA, LAKE, LEELANAU, MANISTEE, MASON, MIDLAND, MISSAUKEE, MONTMORENCY AND OGEMAW COUNTIES; OSCEOLA COUNTY (north of Hwy. #10); OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW AND WEXFORD COUNTIES:

	Rates	Fringes
PAINTER Work performed on water, bridges over water or moving traffic, radio and powerline towers, elevated tanks, steeples, smoke stacks over 40 ft. of falling heights, recovery of lead-based paints and any work associated with industrial plants, except maintenance of industrial plants.....	\$ 25.39	14.68
All other work, including maintenance of industrial plant.....	\$ 25.39	14.68

FOOTNOTES: Spray painting, sandblasting, blowdown associated

with spraying and blasting, water blasting and work involving a swing stage, boatswain chair or spider: \$1.00 per hour additional. All work performed inside tanks, vessels, tank trailers, railroad cars, sewers, smoke stacks, boilers or other spaces having limited egress not including buildings, opentop tanks, pits, etc.: \$1.25 per hour additional.

 PLAS0514-001 06/01/2018

ZONE 1: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, SAGINAW, WASHTENAW AND WAYNE COUNTIES

ZONE 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
ZONE 1.....	\$ 31.47	13.81
ZONE 2.....	\$ 29.97	13.81

 PLUM0190-003 05/01/2015

ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MACOMB, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MONROE, MUSKEGON, NEWAYGO, OAKLAND, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN, WASHTENAW, WAYNE AND WEXFORD COUNTIES

	Rates	Fringes
Plumber/Pipefitter - gas distribution pipeline:		
Welding in conjunction with gas distribution pipeline work.....	\$ 33.03	20.19
All other work:.....	\$ 24.19	12.28

 TEAM0007-004 06/01/2019

AREA 1: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA,

DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

AREA 2: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
AREA 1		
Euclids, double bottoms and lowboys.....	\$ 27.30	.50 + a+b
Trucks under 8 cu. yds.....	\$ 27.05	.50 + a+b
Trucks, 8 cu. yds. and over.....	\$ 27.15	.50 + a+b
AREA 2		
Euclids, double bottomms and lowboys.....	\$ 24.895	.50 + a+b
Euclids, double bottoms and lowboys.....	\$ 27.40	.50 + a+b
Trucks under 8 cu. yds.....	\$ 27.15	.50 + a+b
Trucks, 8 cu. yds. and over.....	\$ 27.25	.50 + a+b

Footnote:
a. \$455.10 per week
b. \$68.70 daily

TEAM0247-004 04/01/2013

AREA 1: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SANILAC, SCHOOLCRAFT, SHIAWASSEE, SAGINAW, ST. CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

AREA 2: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES

	Rates	Fringes
Sign Installer		
AREA 1		
GROUP 1.....	\$ 21.78	11.83
GROUP 2.....	\$ 25.27	11.8375
AREA 2		
GROUP 1.....	\$ 22.03	11.83
GROUP 2.....	\$ 25.02	11.8375

FOOTNOTE:

a. \$132.70 per week, plus \$17.80 per day.

SIGN INSTALLER CLASSIFICATIONS:

GROUP 1: performs all necessary labor and uses all tools required to construct and set concrete forms required in the installation of highway and street signs

GROUP 2: performs all miscellaneous labor, uses all hand and power tools, and operates all other equipment, mobile or otherwise, required for the installation of highway and street signs

TEAM0247-010 04/01/2018

AREA 1: LAPEER AND SHIAWASSEE COUNTIES

AREA 2: GENESEE, MACOMB, MONROE, OAKLAND, ST. CLAIR, WASHTENAW AND WAYNE COUNTIES

	Rates	Fringes
TRUCK DRIVER (Underground construction)		
AREA 1		
GROUP 1.....	\$ 23.82	19.04
GROUP 2.....	\$ 23.91	19.04
GROUP 3.....	\$ 24.12	19.04
AREA 2		
GROUP 1.....	\$ 24.12	19.04
GROUP 2.....	\$ 24.26	19.04
GROUP 3.....	\$ 24.45	19.04

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

SCOPE OF WORK: Excavation, site preparation, land balancing, grading, sewers, utilities and improvements; also including but not limited to, tunnels, underground piping, retention, oxidation, flocculation facilities, conduits, general excavation and steel sheeting for underground construction. Underground construction work shall not include any structural modifications, alterations, additions and repairs to buildings or highway work, including roads, streets, bridge construction and parking lots or steel erection.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Truck driver on all trucks (EXCEPT dump trucks of 8 cubic yards capacity or over, pole trailers, semis, low boys, Euclid, double bottom and fuel trucks)

GROUP 2: Truck driver on dump trucks of 8 cubic yards capacity or over, pole trailers, semis and fuel trucks

GROUP 3: Truck driver on low boy, Euclid and double bottom

SUMI2002-001 05/01/2002

	Rates	Fringes
Flag Person.....	\$ 10.10	0.00
LINE PROTECTOR (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE)....	\$ 18.98	12.85
LINE PROTECTOR (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE).....	\$ 17.14	12.85
Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES) Group 1.....	\$ 25.74	12.85
Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE) Group 2.....	\$ 23.17	12.85
Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES) Group 1.....	\$ 23.67	12.85
Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE) Group 2.....	\$ 21.30	12.85

WORK CLASSIFICATIONS:

PAVEMENT MARKER GROUP 1: Drives or operates a truck mounted striper, grinder, blaster, groover, or thermoplastic melter for the placement or removal of temporary or permanent pavement markings or markers.

PAVEMENT MARKER GROUP 2: Performs all functions involved for the placement or removal of temporary or permanent pavement markings or markers not covered by the classification of Pavement Marker Group 1 or Line Protector.

LINE PROTECTOR: Performs all operations for the protection or removal of temporary or permanent pavement markings or markers in a moving convoy operation not performed by the classification of Pavement Marker Group 1. A moving convoy operation is comprised of only Pavement Markers Group 1 and Line Protectors.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates

the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

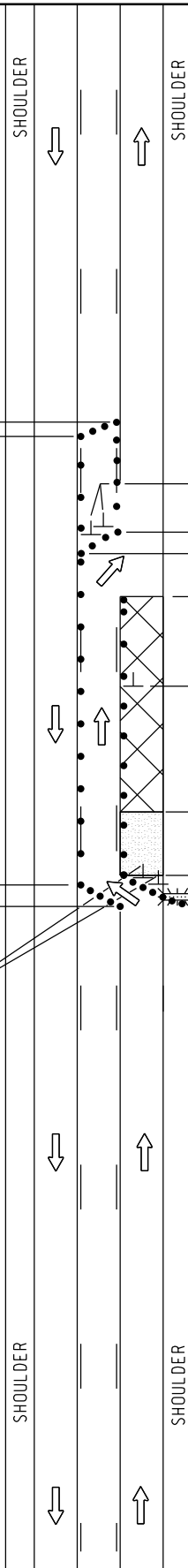
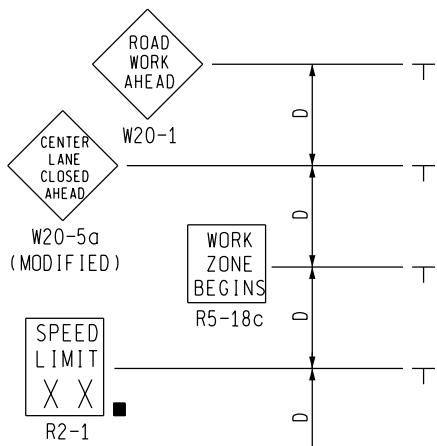
Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Appendix B: Standard MDOT Typical



END ROAD WORK

PLACE THIS SIGN ALONG WITH THE ADVANCE WORK ZONE SIGNING AS DEPICTED ON THE APPROPRIATE TYPICAL M0030a-M0050a.

SPEED LIMIT XX R2-1

PLACE THROUGHOUT WORK AREA AS INDICATED AND AFTER ALL MAJOR CROSSROADS IF PERMANENT SIGNS ARE NOT IN PLACE.

SPEED LIMIT XX R2-1

PLACE THROUGHOUT WORK AREA AS INDICATED AND AFTER ALL MAJOR CROSSROADS IF PERMANENT SIGNS ARE NOT IN PLACE.

END ROAD WORK

PLACE THIS SIGN ALONG WITH THE ADVANCE WORK ZONE SIGNING AS DEPICTED ON THE APPROPRIATE TYPICAL M0030a-M0050a.

KEY

- • • CHANNELIZING DEVICES
- ⚡ LIGHTED ARROW PANEL (CAUTION MODE)
- ➡ TRAFFIC FLOW
- REFLECTS EXISTING SPEED LIMIT

SIGN = 184 ft± - TYPE B PLUS ADDITIONAL R2-1's THROUGHOUT WORK AREA

NOT TO SCALE

MDOT
Michigan Department of Transportation

TRAFFIC AND SAFETY
MAINTAINING TRAFFIC
TYPICAL

DRAWN BY: CON:AE:DJF
CHECKED BY: BMM:CRB

TYPICAL TEMPORARY TRAFFIC CONTROL FOR CLOSING ONE LANE OF A THREE LANE ROADWAY WITH CLFLT0 AND SHIFTING ONE THROUGH LANE INTO THE CLFLT0 NO SPEED REDUCTION

OCTOBER 2011	M0231a	SHEET 1 OF 2
PLAN DATE:		
FILE: PW: RD/T&S/Typicals/Signs/MT/MT nonFwy/M0231a REV. 10/18/2011		


NOTES

- 1F. D = DISTANCE BETWEEN TRAFFIC CONTROL DEVICES
 $1/2 L$, AND $1/3 L$ = MINIMUM LENGTH OF TAPER
 B = LENGTH OF LONGITUDINAL BUFFER
 SEE M0020a FOR "D," "L," AND "B" VALUES
2. ALL NON-APPLICABLE SIGNING WITHIN THE CIA SHALL BE MODIFIED TO FIT CONDITIONS, COVERED OR REMOVED.
3. DISTANCES BETWEEN SIGNS, THE VALUES FOR WHICH ARE SHOWN IN TABLE D, ARE APPROXIMATE AND MAY NEED ADJUSTING AS DIRECTED BY THE ENGINEER.
- 3A. THE "WORK ZONE BEGINS" (R5-18c) SIGN SHALL BE USED ONLY IN THE INITIAL SIGNING SEQUENCE IN THE WORK ZONE. SUBSEQUENT SEQUENCES IN THE SAME WORK ZONE SHALL OMIT THIS SIGN AND THE QUANTITIES SHALL BE ADJUSTED APPROPRIATELY.
- 4E. THE MAXIMUM RECOMMENDED DISTANCE(S) BETWEEN CHANNELIZING DEVICES SHOULD BE EQUAL IN FEET TO THE POSTED SPEED IN MILES PER HOUR ON TAPER(S) AND TWICE THE POSTED SPEED IN THE PARALLEL AREA(S).
5. FOR OVERNIGHT CLOSURES, TYPE III BARRICADES SHALL BE LIGHTED.
6. THE TYPE A WARNING FLASHER SHOWN ON THE WARNING SIGNS SHALL BE POSITIONED ON THE SIDE OF THE SIGN NEAREST THE ROADWAY.
7. ALL TEMPORARY SIGNS, TYPE III BARRICADES, THEIR SUPPORT SYSTEMS AND LIGHTING REQUIREMENTS SHALL MEET NCHRP 350 CRASHWORTHY REQUIREMENTS STIPULATED IN THE CURRENT EDITION OF THE MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION, THE STANDARD PLANS AND APPLICABLE SPECIAL PROVISIONS. ONLY DESIGNS AND MATERIALS APPROVED BY MDOT WILL BE ALLOWED.
8. WHEN BUFFER AREAS ARE ESTABLISHED, THERE SHALL BE NO EQUIPMENT OR MATERIALS STORED OR WORK CONDUCTED IN THE BUFFER AREA.
21. ALL EXISTING PAVEMENT MARKINGS WHICH ARE IN CONFLICT WITH EITHER PROPOSED CHANGES IN TRAFFIC PATTERNS OR PROPOSED TEMPORARY TRAFFIC MARKINGS, SHALL BE REMOVED BEFORE ANY CHANGE IS MADE IN THE TRAFFIC PATTERN. EXCEPTION WILL BE MADE FOR DAYTIME-ONLY TRAFFIC PATTERNS THAT ARE ADEQUATELY DELINEATED BY OTHER TRAFFIC CONTROL DEVICES.

SIGN SIZES

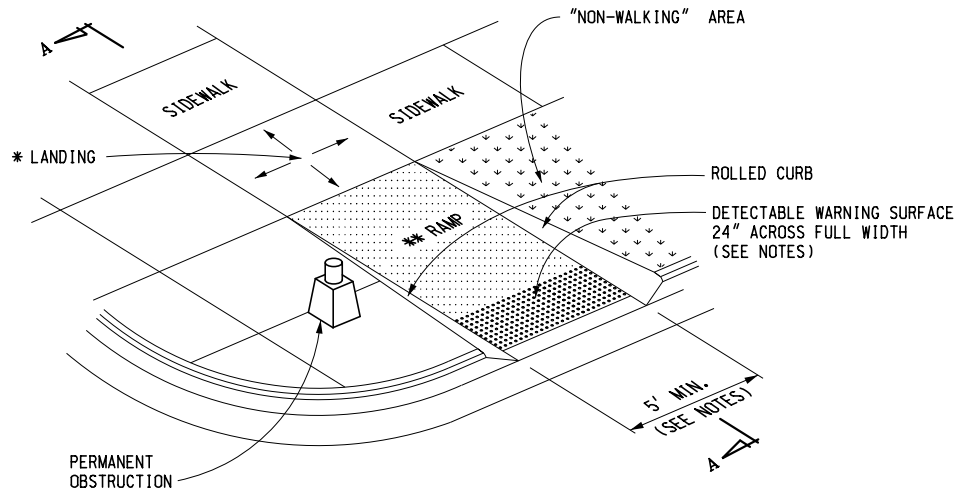
DIAMOND WARNING	- 48" x 48"
W1-6 WARNING	- 48" x 24"
R2-1 REGULATORY	- 48" x 60"
R5-18c REGULATORY	- 48" x 48"

NOT TO SCALE

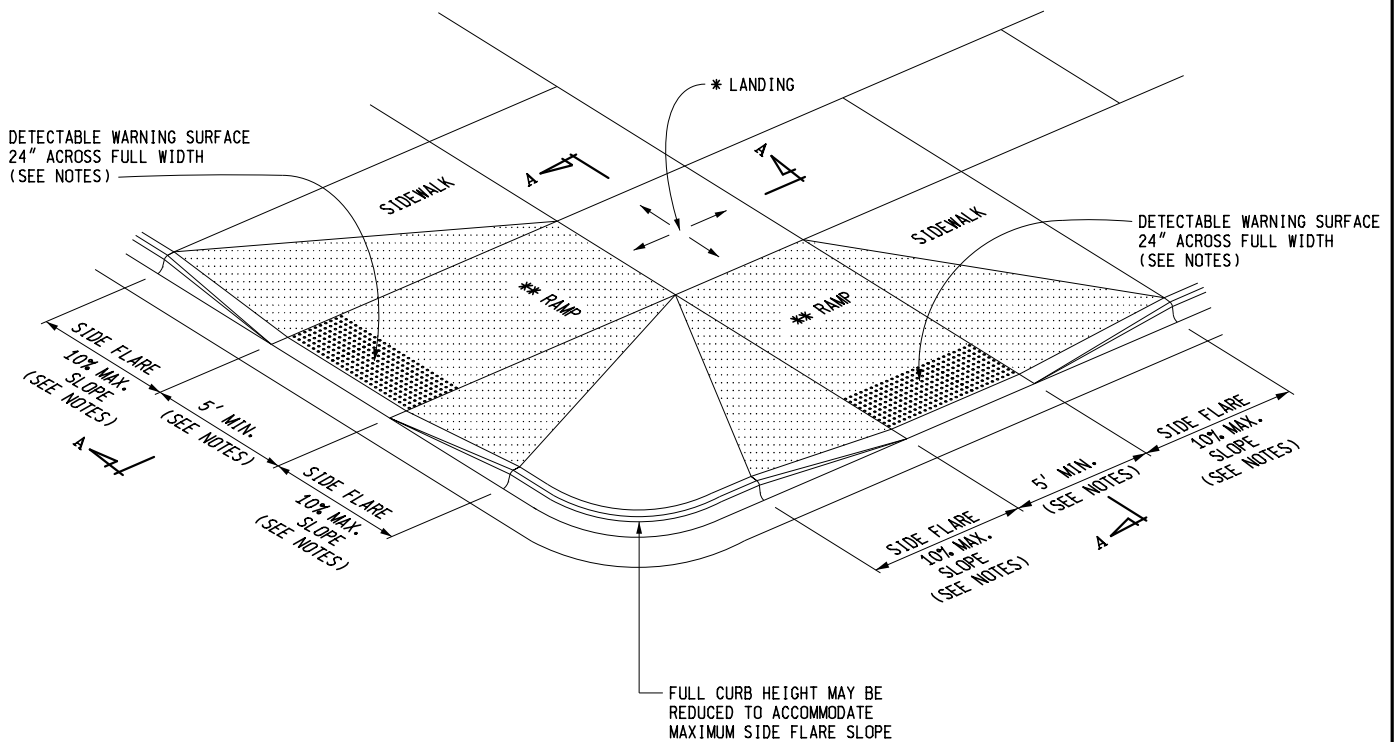
 MDOT Michigan Department of Transportation TRAFFIC AND SAFETY MAINTAINING TRAFFIC TYPICAL	TYPICAL TEMPORARY TRAFFIC CONTROL FOR CLOSING ONE LANE OF A THREE LANE ROADWAY WITH CLFLTO AND SHIFTING ONE THROUGH LANE INTO THE CLFLTO NO SPEED REDUCTION		
DRAWN BY: CON:AE:DJF	OCTOBER 2011	M0231a	SHEET
CHECKED BY: BMM:CRB	PLAN DATE:		2 OF 2
FILE: PW: RD/T&S/Typicals/Signs/MT/MT nonFwy/M0231a REV. 10/18/2011			

* MAXIMUM LANDING SLOPE IS 2.0% IN EACH DIRECTION OF TRAVEL. MINIMUM DIMENSIONS 5' x 5'. SEE NOTES.

** MAXIMUM RAMP CROSS SLOPE IS 2.0%, RUNNING SLOPE 5% - 7% (8.3% MAXIMUM). SEE NOTES.



SIDEWALK RAMP TYPE R
(ROLLED SIDES)



SIDEWALK RAMP TYPE F
(FLARED SIDES, TWO RAMPS SHOWN)



PREPARED BY
DESIGN DIVISION

DRAWN BY: B.L.T.

CHECKED BY: W.K.P.

DEPARTMENT DIRECTOR
Kirk T. Steudle

APPROVED BY: _____
DIRECTOR, BUREAU OF FIELD SERVICES

APPROVED BY: _____
DIRECTOR, BUREAU OF DEVELOPMENT

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

**SIDEWALK RAMP AND
DETECTABLE WARNING DETAILS**

F.H.W.A. APPROVAL

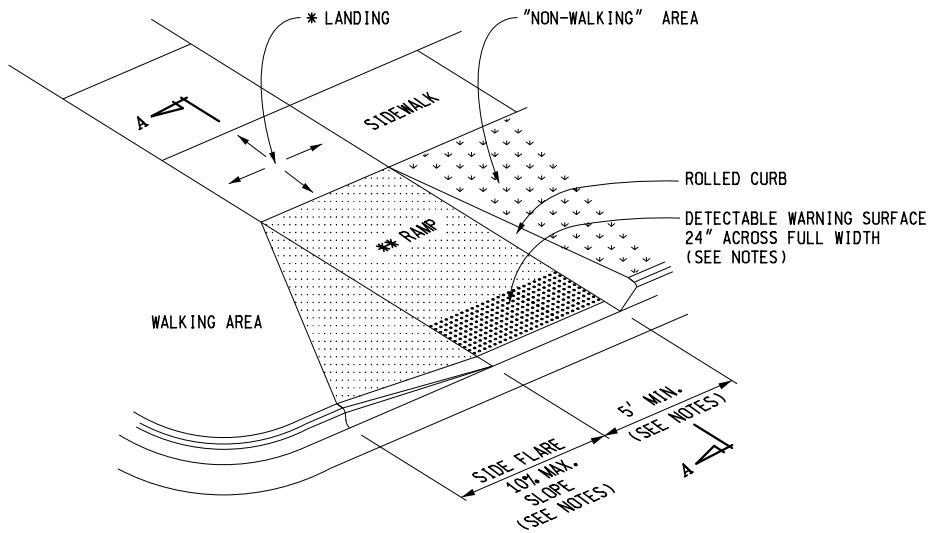
6-27-2017
PLAN DATE

R-28-J

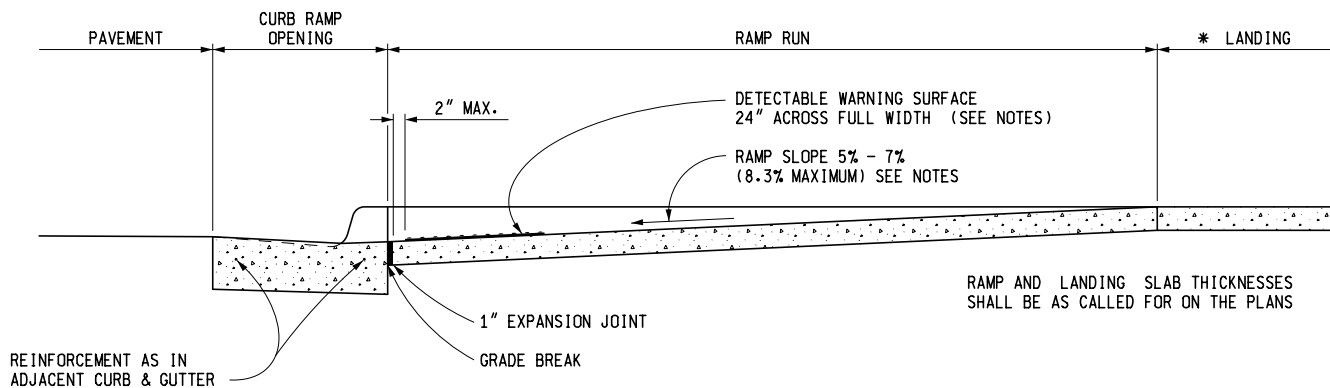
SHEET
1 OF 7

* MAXIMUM LANDING SLOPE IS 2.0% IN EACH DIRECTION OF TRAVEL. MINIMUM DIMENSIONS 5' x 5'. SEE NOTES.

** MAXIMUM RAMP CROSS SLOPE IS 2.0%, RUNNING SLOPE 5% - 7% (8.3% MAXIMUM). SEE NOTES.



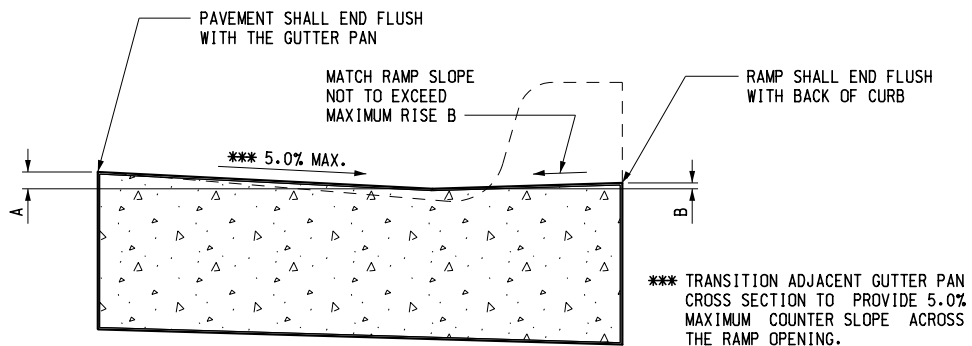
SIDEWALK RAMP TYPE RF
(ROLLED / FLARED SIDES)



CURB TYPE	MAXIMUM RISE (INCHES)	
	A	B
B1	3/4	1
B2	3/4	1
B3	3/4	1
D1	3/4	1
D2	3/4	1
D3	3/4	1
C1	1/2	1/2
C2	1/2	1/2
C3	3/4	1/2
C4	3/4	1/2
C5	1	1/2
C6	1	1/2
F1	1/2	1/2
F2	1/2	1/2
F3	3/4	1/2
F4	3/4	1/2
F5	1	1/2
F6	1	1/2

FOR CURB TYPES SEE STANDARD PLAN R-30-SERIES

SECTION A-A



SECTION THROUGH CURB RAMP OPENING
(TYPICAL ALL RAMP TYPES)

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

**SIDEWALK RAMP AND
DETECTABLE WARNING DETAILS**

F.H.W.A. APPROVAL

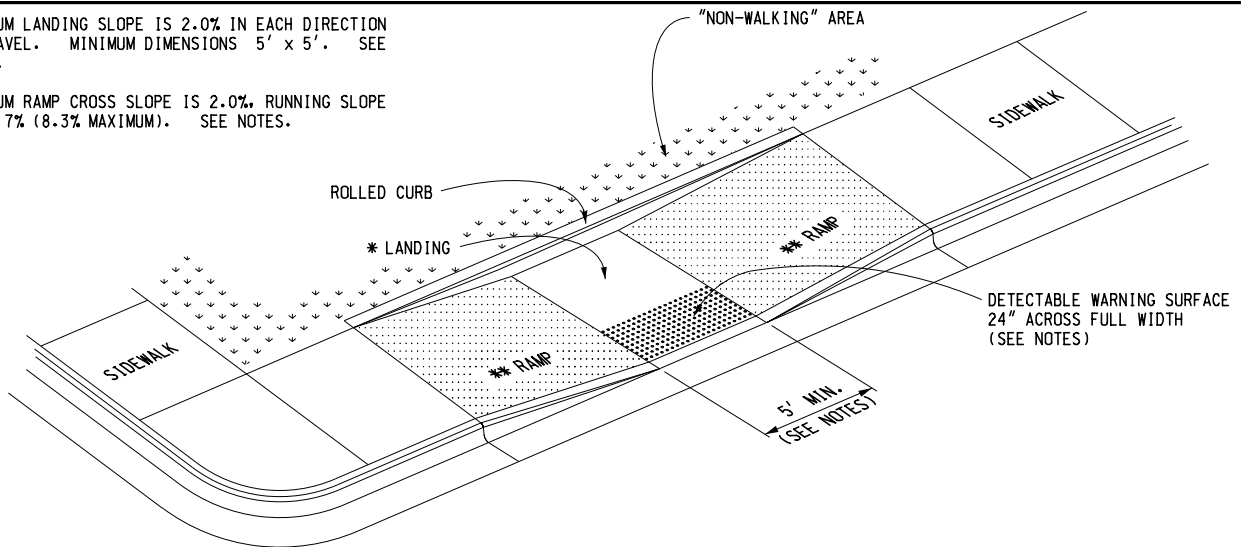
6-27-2017
PLAN DATE

R-28-J

SHEET
2 OF 7

* MAXIMUM LANDING SLOPE IS 2.0% IN EACH DIRECTION OF TRAVEL. MINIMUM DIMENSIONS 5' x 5'. SEE NOTES.

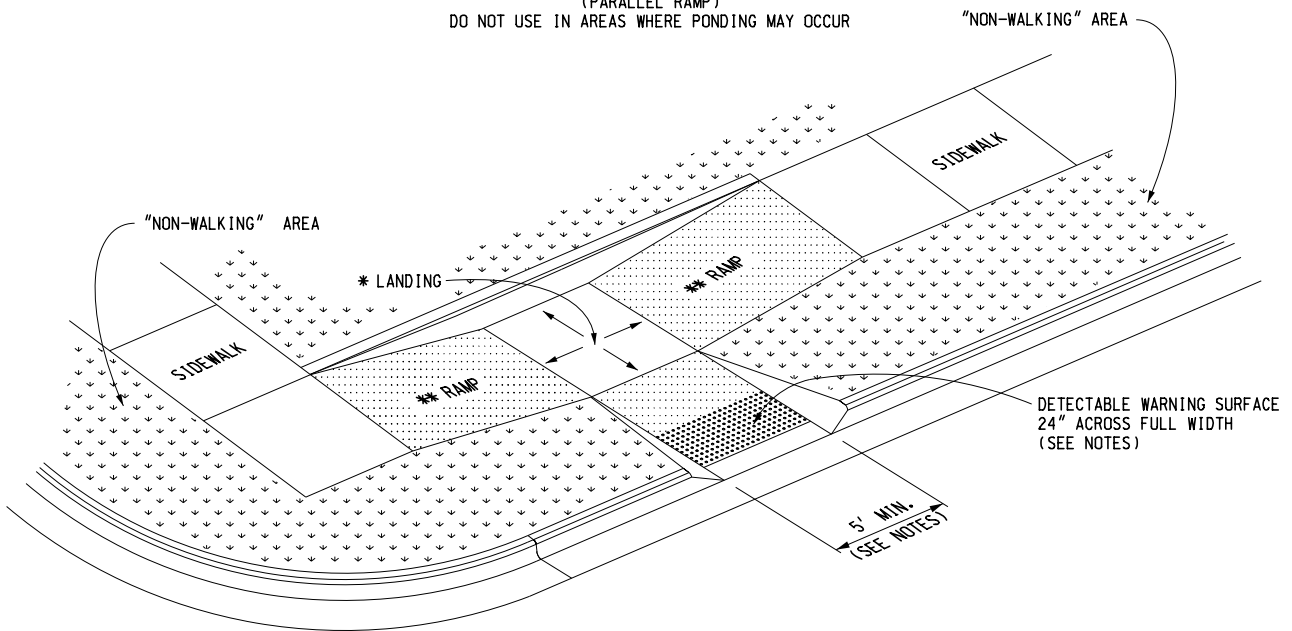
** MAXIMUM RAMP CROSS SLOPE IS 2.0%, RUNNING SLOPE 5% - 7% (8.3% MAXIMUM). SEE NOTES.



SIDEWALK RAMP TYPE P

(PARALLEL RAMP)

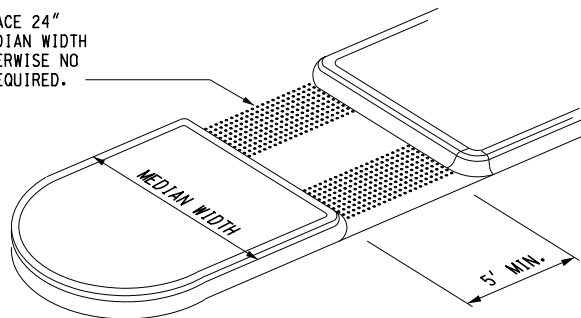
DO NOT USE IN AREAS WHERE PONDING MAY OCCUR



SIDEWALK RAMP TYPE C

(COMBINATION RAMP)

DETECTABLE WARNING SURFACE 24" ACROSS FULL WIDTH IF MEDIAN WIDTH IS AT LEAST 6'-0". OTHERWISE NO DETECTABLE WARNING IS REQUIRED.



SIDEWALK RAMP TYPE M

(MEDIAN ISLAND)

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

**SIDEWALK RAMP AND
DETECTABLE WARNING DETAILS**

F.H.W.A. APPROVAL

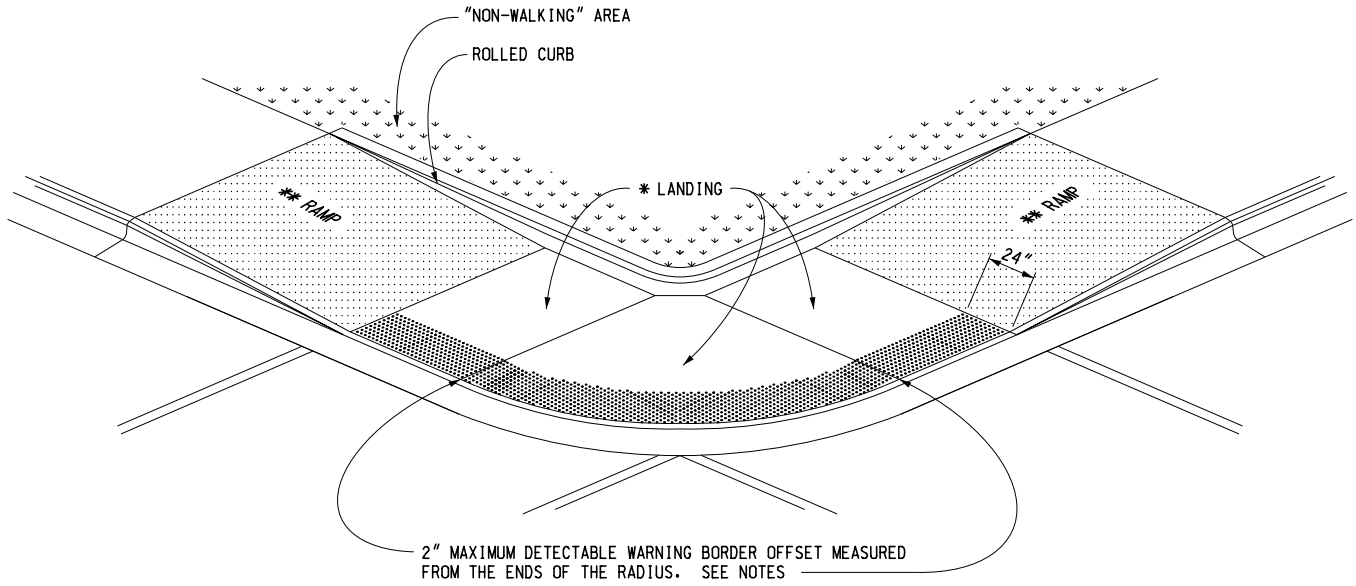
6-27-2017
PLAN DATE

R-28-J

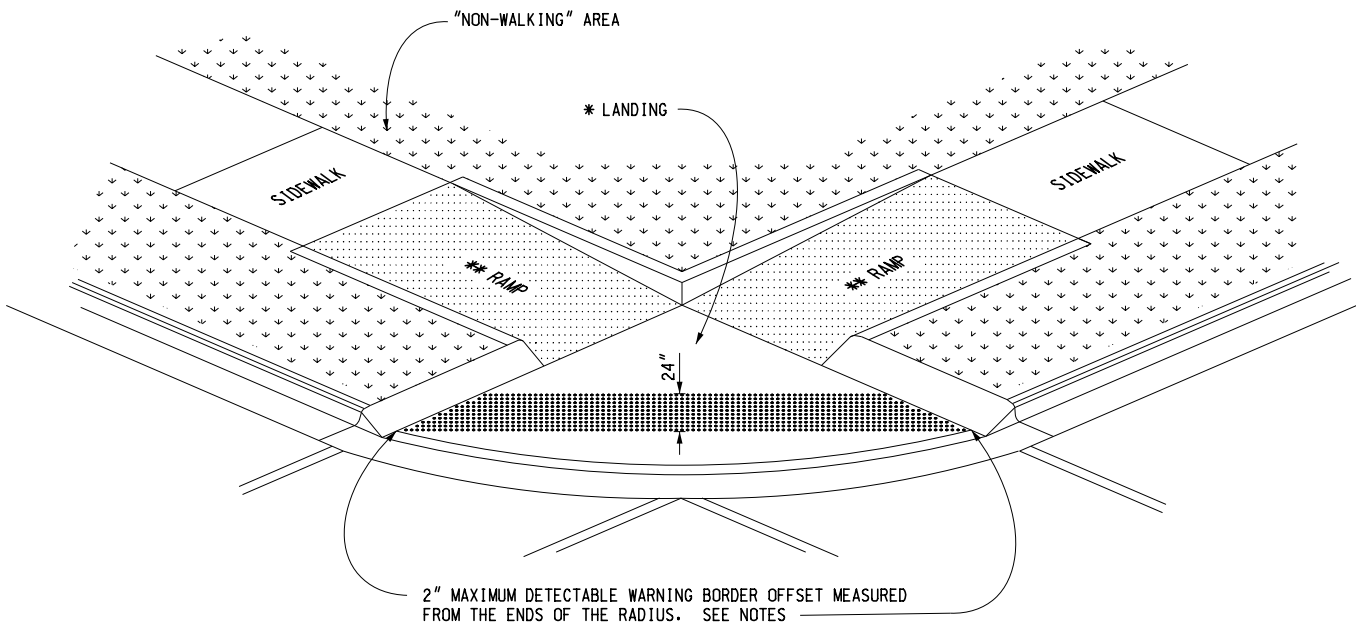
SHEET
3 OF 7

* MAXIMUM LANDING SLOPE IS 2.0% IN EACH DIRECTION OF TRAVEL. MINIMUM DIMENSIONS 5' x 5'. SEE NOTES.

** MAXIMUM RAMP CROSS SLOPE IS 2.0%, RUNNING SLOPE 5% - 7% (8.3% MAXIMUM). SEE NOTES.



(RADIAL DETECTABLE WARNING SHOWN)



(TANGENT DETECTABLE WARNING SHOWN)

SIDEWALK RAMP TYPE D

(DEPRESSED CORNER)

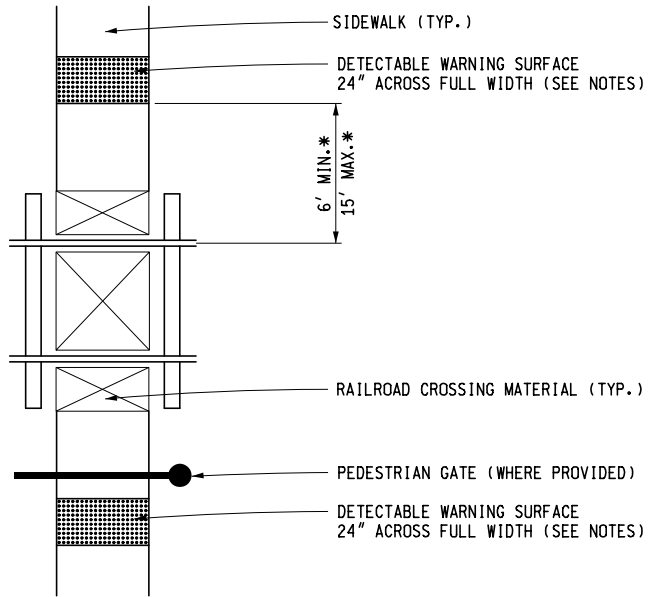
USE ONLY WHEN INDEPENDENT DIRECTIONAL RAMPS CAN NOT BE CONSTRUCTED FOR EACH CROSSING DIRECTION

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

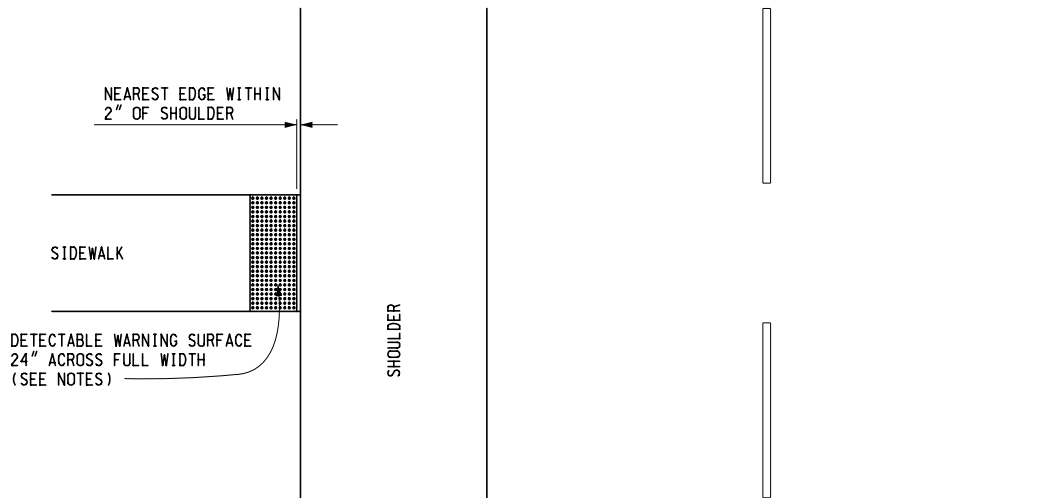
**SIDEWALK RAMP AND
DETECTABLE WARNING DETAILS**

F.H.W.A. APPROVAL	6-27-2017 PLAN DATE	R-28-J	SHEET 4 OF 7
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* THE DETECTABLE WARNING SURFACE SHALL BE LOCATED SO THAT THE EDGE NEAREST THE RAIL CROSSING IS 6' MINIMUM AND 15' MAXIMUM FROM THE CENTERLINE OF THE NEAREST RAIL. DO NOT PLACE DETECTABLE WARNING ON RAILROAD CROSSING MATERIAL.




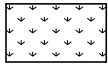



DETECTABLE WARNING AT RAILROAD CROSSING

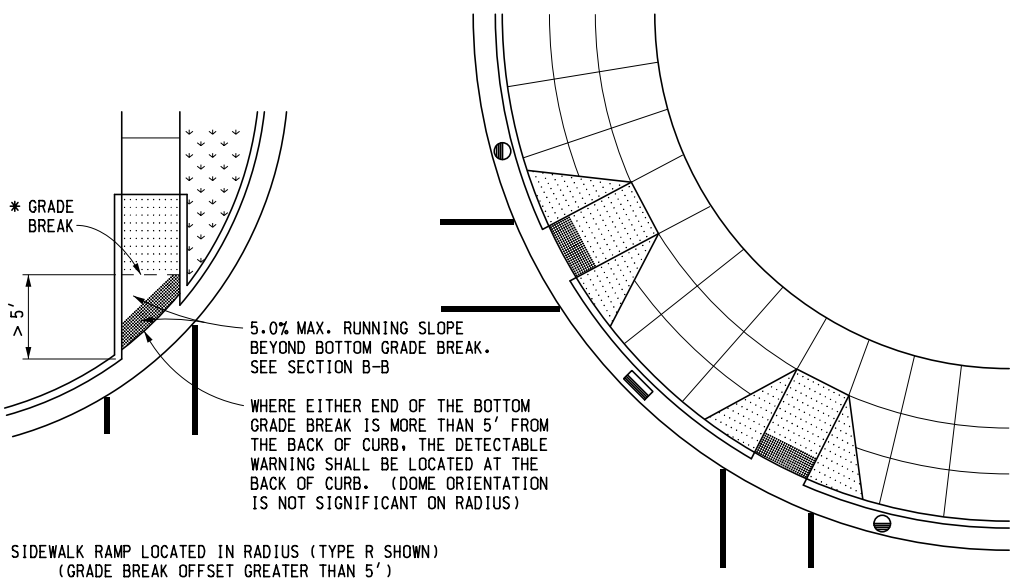


DETECTABLE WARNING AT FLUSH SHOULDER OR ROADWAY

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF DEVELOPMENT STANDARD PLAN FOR		
SIDEWALK RAMP AND DETECTABLE WARNING DETAILS		
F.H.W.A. APPROVAL	6-27-2017 PLAN DATE	R-28-J
		SHEET 5 OF 7

LEGEND

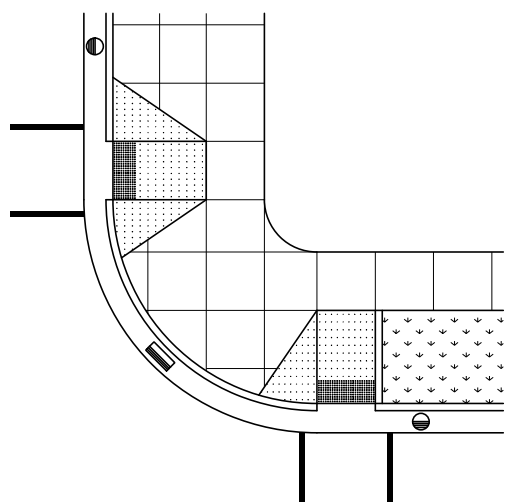
	SLOPED SURFACE
	DETECTABLE WARNING
	"NON-WALKING" AREA
	CROSSWALK MARKING
	PREFERRED LOCATION OF DRAINAGE INLET (TYP.)
	ALTERNATE LOCATION OF DRAINAGE INLET (TYP.)



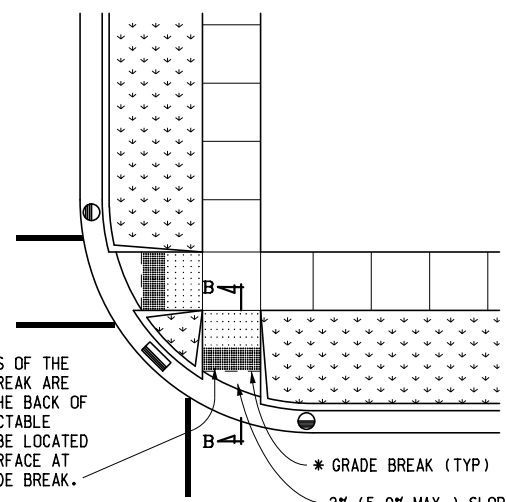
SIDEWALK RAMP LOCATED IN RADIUS (TYPE R SHOWN)
(GRADE BREAK OFFSET GREATER THAN 5')

SIDEWALK RAMP PERPENDICULAR TO RADIAL CURB (TYPE F SHOWN)

(USE WITH RADIAL CURB WHEN THE CROSSWALK AND SIDEWALK RAMP ARE NOT ALIGNED)

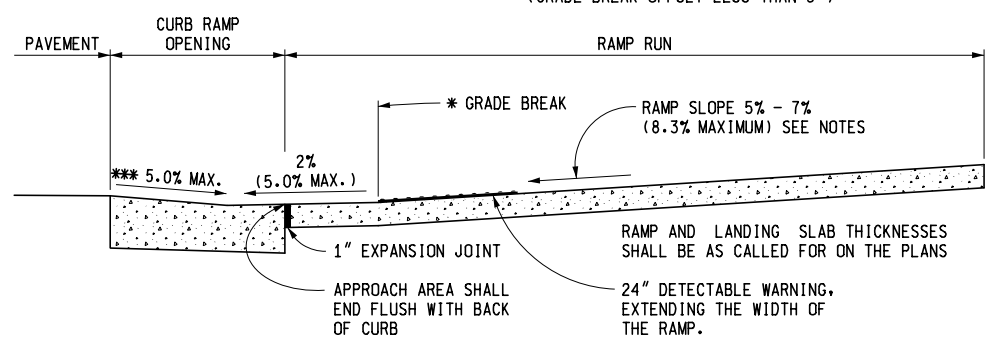


SIDEWALK RAMP PERPENDICULAR TO TANGENT CURB
(TYPE F AND TYPE RF SHOWN)



SIDEWALK RAMP LOCATED IN RADIUS (TYPE R SHOWN)
(GRADE BREAK OFFSET LESS THAN 5')

WHERE BOTH ENDS OF THE BOTTOM GRADE BREAK ARE WITHIN 5' OF THE BACK OF CURB, THE DETECTABLE WARNING SHALL BE LOCATED ON THE RAMP SURFACE AT THE BOTTOM GRADE BREAK.



* GRADE BREAKS AT THE TOP AND BOTTOM OF CURB RAMPS SHALL BE PERPENDICULAR TO THE DIRECTION OF TRAVEL.

*** TRANSITION ADJACENT GUTTER PAN CROSS SECTION TO PROVIDE 5.0% MAXIMUM COUNTER SLOPE ACROSS THE RAMP OPENING.

SEE SHEET 2 FOR CURB RAMP OPENING DETAILS.

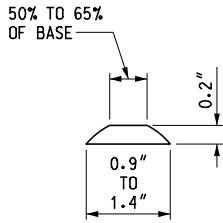
SECTION B-B

SIDEWALK RAMP ORIENTATION

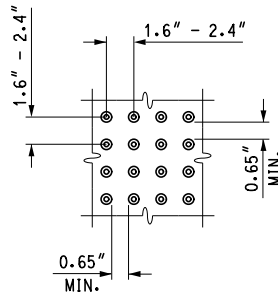
MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

**SIDEWALK RAMP AND
DETECTABLE WARNING DETAILS**

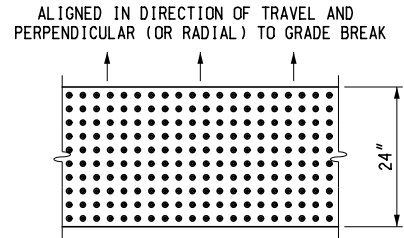
F.H.W.A. APPROVAL	6-27-2017 PLAN DATE	R-28-J	SHEET 6 OF 7
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DOME SECTION



DOME SPACING



DOME ALIGNMENT

DETECTABLE WARNING DETAILS

NOTES:

DETAILS SPECIFIED ON THIS PLAN APPLY TO ALL CONSTRUCTION, RECONSTRUCTION, OR ALTERATION OF STREETS, CURBS, OR SIDEWALKS IN THE PUBLIC RIGHT OF WAY.

SIDEWALK RAMPS ARE TO BE LOCATED AS SPECIFIED ON THE PLANS OR AS DIRECTED BY THE ENGINEER.

RAMPS SHALL BE PROVIDED AT ALL CORNERS OF AN INTERSECTION WHERE THERE IS EXISTING OR PROPOSED SIDEWALK AND CURB. RAMPS SHALL ALSO BE PROVIDED AT MARKED AND/OR SIGNALIZED MID-BLOCK CROSSINGS.

SURFACE TEXTURE OF THE RAMP SHALL BE THAT OBTAINED BY A COARSE BROOMING, TRANSVERSE TO THE RUNNING SLOPE.

SIDEWALK SHALL BE RAMPED WHERE THE DRIVEWAY CURB IS EXTENDED ACROSS THE WALK.

CARE SHALL BE TAKEN TO ASSURE A UNIFORM GRADE ON THE RAMP. WHERE CONDITIONS PERMIT, IT IS DESIRABLE THAT THE SLOPE OF THE RAMP BE IN ONLY ONE DIRECTION, PARALLEL TO THE DIRECTION OF TRAVEL.

RAMP WIDTH SHALL BE INCREASED, IF NECESSARY, TO ACCOMMODATE SIDEWALK SNOW REMOVAL EQUIPMENT NORMALLY USED BY THE MUNICIPALITY.

WHEN 5' MINIMUM WIDTHS ARE NOT PRACTICABLE, RAMP WIDTH MAY BE REDUCED TO NOT LESS THAN 4' AND LANDINGS TO NOT LESS THAN 4' x 4'.

DETECTABLE WARNING SURFACE COVERAGE IS 24" MINIMUM IN THE DIRECTION OF RAMP/PATH TRAVEL AND THE FULL WIDTH OF THE RAMP/PATH OPENING EXCLUDING CURBED OR FLARED CURB TRANSITION AREAS. A BORDER OFFSET NOT GREATER THAN 2" MEASURED ALONG THE EDGES OF THE DETECTABLE WARNING IS ALLOWABLE. FOR RADIAL CURB THE OFFSET IS MEASURED FROM THE ENDS OF THE RADIUS.

FOR NEW ROADWAY CONSTRUCTION, THE RAMP CROSS SLOPE MAY NOT EXCEED 2.0%. FOR ALTERATIONS TO EXISTING ROADWAYS, THE CROSS SLOPE MAY BE TRANSITIONED TO MEET AN EXISTING ROADWAY GRADE. THE CROSS SLOPE TRANSITION SHALL BE APPLIED UNIFORMLY OVER THE FULL LENGTH OF THE RAMP.

THE MAXIMUM RUNNING SLOPE OF 8.3% IS RELATIVE TO A FLAT (0%) REFERENCE. HOWEVER, IT SHALL NOT REQUIRE ANY RAMP OR SERIES OF RAMPS TO EXCEED 15 FEET IN LENGTH NOT INCLUDING LANDINGS OR TRANSITIONS.

DRAINAGE STRUCTURES SHOULD NOT BE PLACED IN LINE WITH RAMPS. THE LOCATION OF THE RAMP SHOULD TAKE PRECEDENCE OVER THE LOCATION OF THE DRAINAGE STRUCTURE. WHERE EXISTING DRAINAGE STRUCTURES ARE LOCATED IN THE RAMP PATH OF TRAVEL, USE A MANUFACTURER'S ADA COMPLIANT GRATE. OPENINGS SHALL NOT BE GREATER THAN 1/2". ELONGATED OPENINGS SHALL BE PLACED SO THAT THE LONG DIMENSION IS PERPENDICULAR TO THE DOMINANT DIRECTION OF TRAVEL.

THE TOP OF THE JOINT FILLER FOR ALL RAMP TYPES SHALL BE FLUSH WITH THE ADJACENT CONCRETE.

CROSSWALK AND STOP LINE MARKINGS, IF USED, SHALL BE SO LOCATED AS TO STOP TRAFFIC SHORT OF RAMP CROSSINGS. SPECIFIC DETAILS FOR MARKING APPLICATIONS ARE GIVEN IN THE "MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".

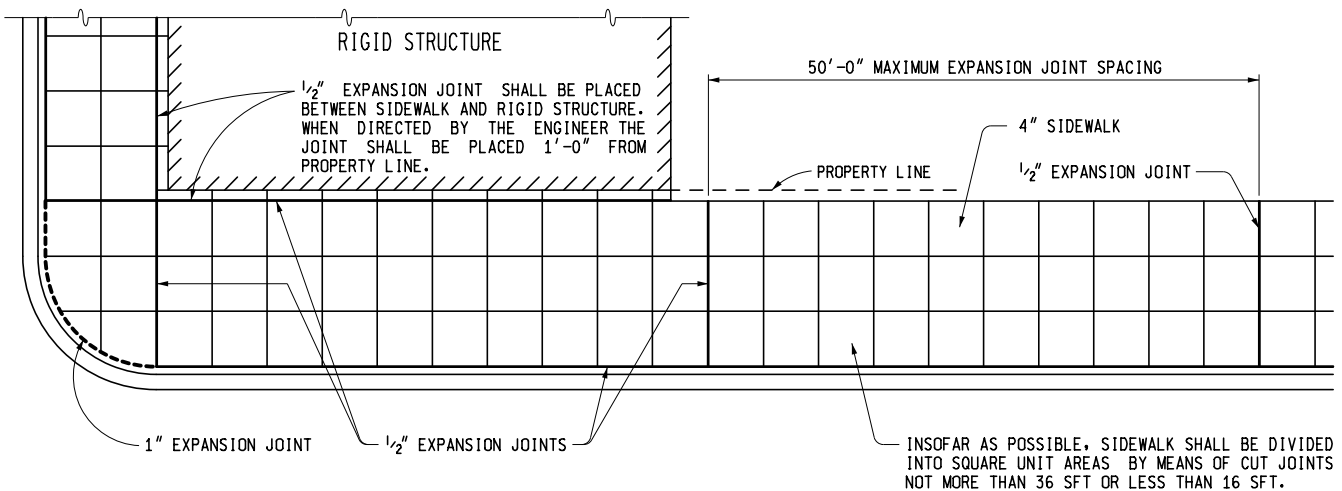
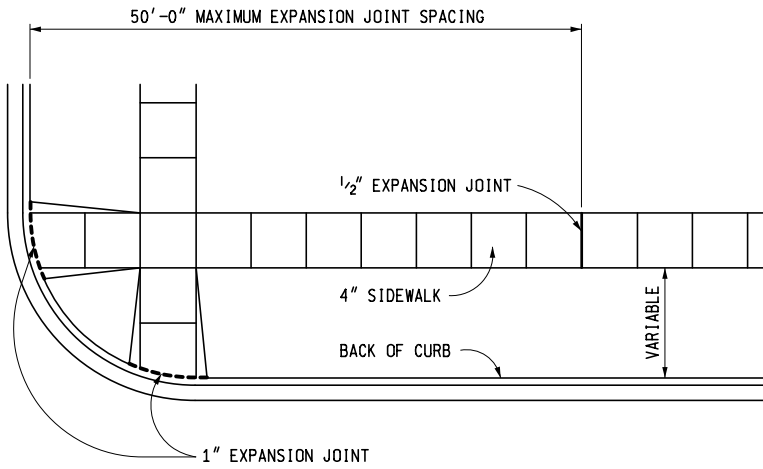
FLARED SIDES WITH A SLOPE OF 10% MAXIMUM, MEASURED ALONG THE ROADSIDE CURB LINE, SHALL BE PROVIDED WHERE AN UNOBSTRUCTED CIRCULATION PATH LATERALLY CROSSES THE SIDEWALK RAMP. FLARED SIDES ARE NOT REQUIRED WHERE THE RAMP IS BORDERED BY LANDSCAPING, UNPAVED SURFACE OR PERMANENT FIXED OBJECTS. WHERE THEY ARE NOT REQUIRED, FLARED SIDES CAN BE CONSIDERED IN ORDER TO AVOID SHARP CURB RETURNS AT RAMP OPENINGS.

DETECTABLE WARNING PLATES MUST BE INSTALLED USING FABRICATED OR FIELD CUT UNITS CAST AND/OR ANCHORED IN THE PAVEMENT TO RESIST SHIFTING OR HEAVING.

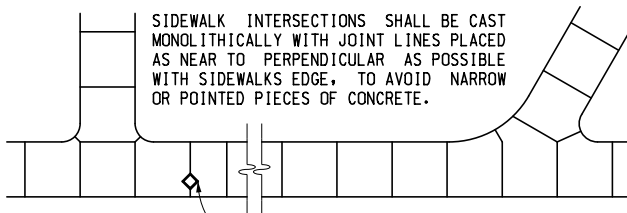
MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

**SIDEWALK RAMP AND
DETECTABLE WARNING DETAILS**

F.H.W.A. APPROVAL	6-27-2017 PLAN DATE	R-28-J	SHEET 7 OF 7
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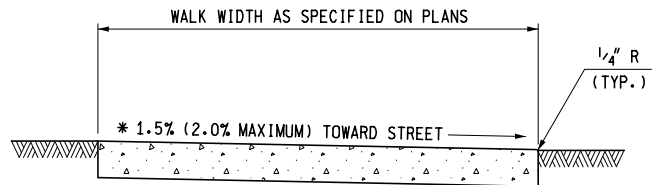


LOCATION OF JOINTS IN CONCRETE SIDEWALK



WHERE A PERMANENT STRUCTURE IS LOCATED IN SIDEWALK, PLACE EXPANSION MATERIAL AROUND STRUCTURE AND ADJUST JOINT PATTERN TO INTERSECT STRUCTURE AS ILLUSTRATED.

TYPICAL SIDEWALK JOINT LAYOUTS



* SEE NOTES

4" CONCRETE SIDEWALK



PREPARED BY
DESIGN DIVISION

DRAWN BY: B.L.T.

CHECKED BY: W.K.P.

DEPARTMENT DIRECTOR
Kirk T. Stuedle

APPROVED BY: *Randy U. ...*
DIRECTOR, BUREAU OF FIELD SERVICES

APPROVED BY: *Mark A. Van ...*
DIRECTOR, BUREAU OF HIGHWAY DEVELOPMENT

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF HIGHWAY DEVELOPMENT STANDARD PLAN FOR

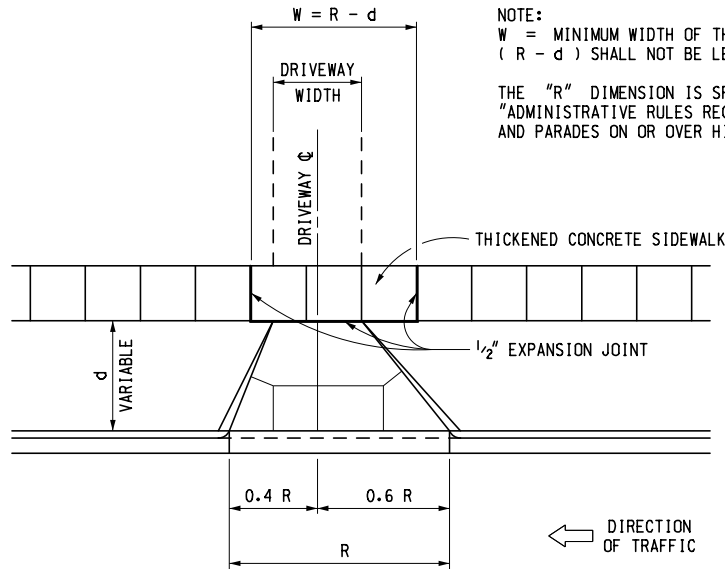
**DRIVEWAY OPENINGS
& APPROACHES,
AND CONCRETE SIDEWALK**

9-30-2014
F.H.W.A. APPROVAL

7-1-2014
PLAN DATE

R-29-I

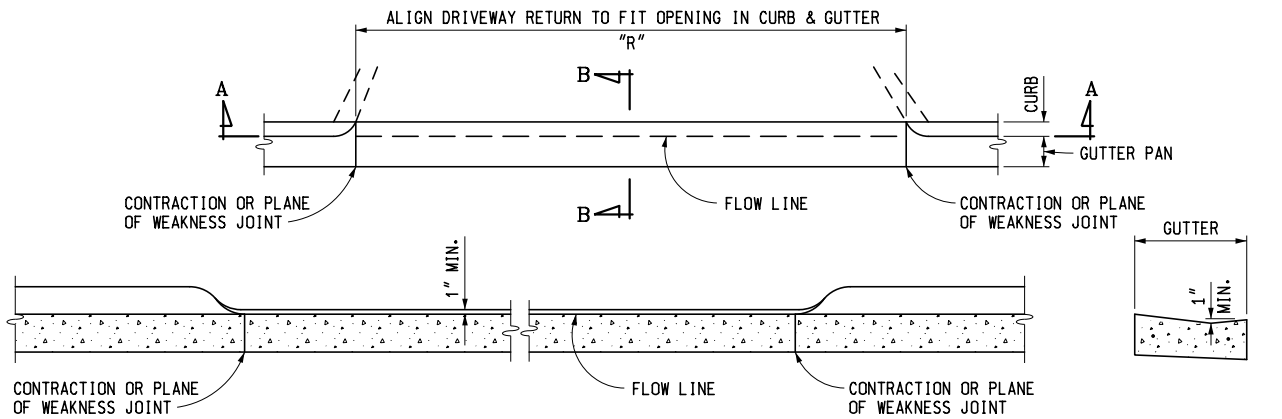
SHEET
1 OF 4



NOTE:
 W = MINIMUM WIDTH OF THICKENED CONCRETE SIDEWALK.
 (R - d) SHALL NOT BE LESS THAN DRIVEWAY WIDTH.

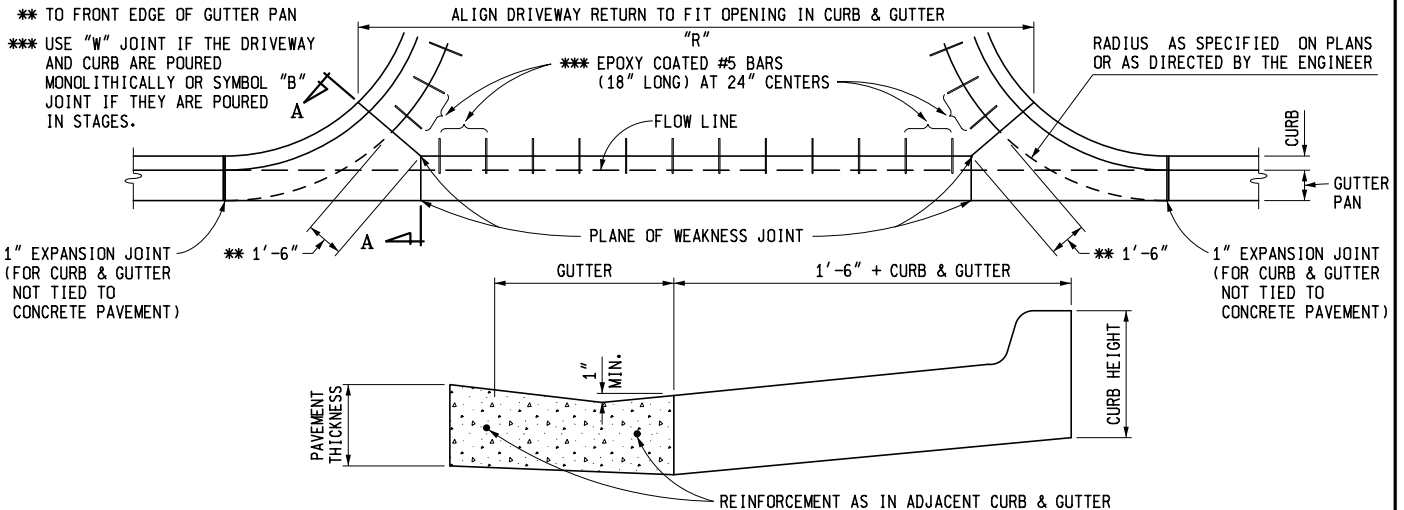
THE "R" DIMENSION IS SPECIFIED IN THE PUBLICATION
 "ADMINISTRATIVE RULES REGULATING DRIVEWAYS, BANNERS
 AND PARADES ON OR OVER HIGHWAYS".

CONCRETE DRIVEWAY OPENING LAYOUT



SECTION A - A
 CONCRETE DRIVEWAY OPENING, DETAIL L

SECTION B - B



SECTION A - A
 CONCRETE DRIVEWAY OPENING, DETAIL M

NOTE:
 FOR ROADWAYS WITH CONCRETE PAVEMENTS, LONGITUDINAL LANE TIES WILL
 BE CONTINUOUS THROUGH THE DRIVEWAY OPENING AND THE SPACING OF THE
 #5 BARS IN CONCRETE DRIVEWAYS SHALL BE ADJUSTED TO AVOID CONFLICT
 WITH THE LONGITUDINAL LANE TIES.

MICHIGAN DEPARTMENT OF TRANSPORTATION
 BUREAU OF HIGHWAY DEVELOPMENT STANDARD PLAN FOR

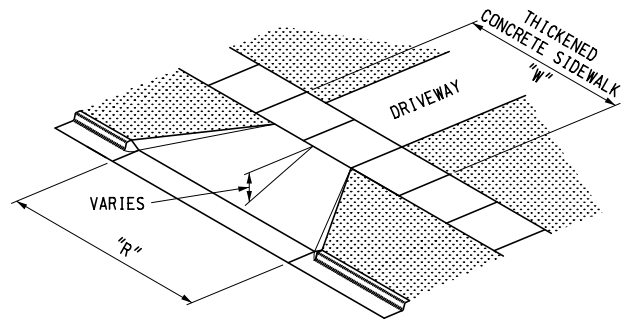
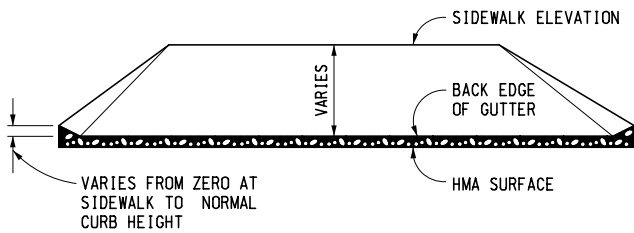
**DRIVEWAY OPENINGS
 & APPROACHES,
 AND CONCRETE SIDEWALK**

9-30-2014
 F.H.W.A. APPROVAL

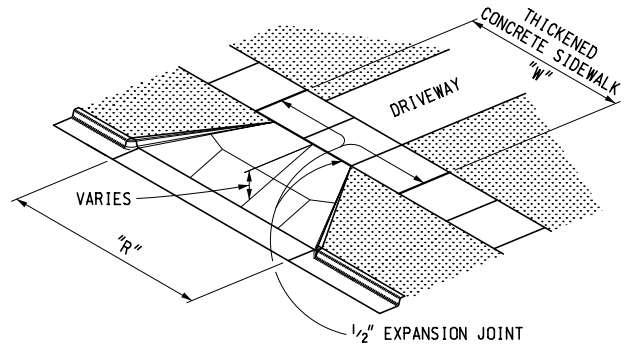
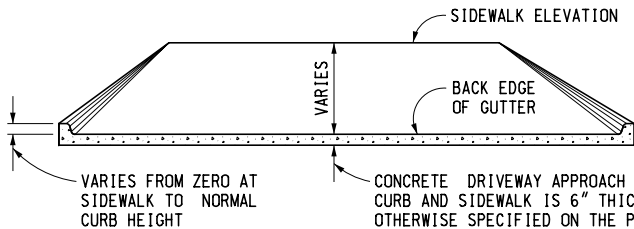
7-1-2014
 PLAN DATE

R-29-I

SHEET
 2 OF 4



HMA DRIVEWAY APPROACH
(TO BE USED WITH DETAIL L)

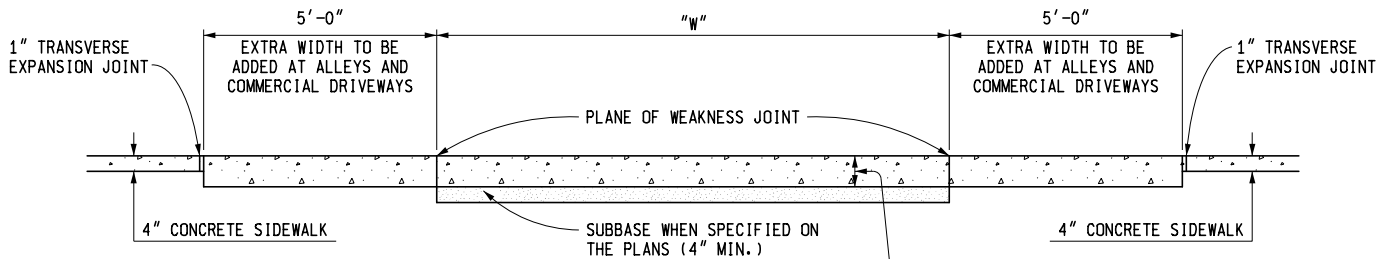


NOTES:

MONOLITHIC CURB IS INCLUDED IN THE CONCRETE DRIVEWAY APPROACH QUANTITY.

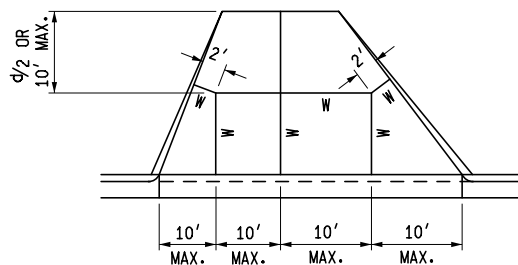
REINFORCEMENT IS NOT REQUIRED UNLESS SPECIFIED ON THE PLANS. WHEN REINFORCEMENT IS SPECIFIED, SEE CHART ON THIS SHEET.

CONCRETE DRIVEWAY APPROACH
(TO BE USED WITH DETAIL L OR M)



WHEN CONCRETE DRIVEWAY APPROACH IS SPECIFIED, THE THICKENED CONCRETE SIDEWALK THICKNESS IS EQUAL TO THE THICKNESS OF THE CONCRETE DRIVEWAY APPROACH. WHEN HMA DRIVEWAY APPROACH IS SPECIFIED, THE THICKENED CONCRETE SIDEWALK THICKNESS IS 6" MIN.

THICKENED CONCRETE SIDEWALK



ADJUST DRIVEWAY JOINTS AS NEEDED TO ALIGN WITH ANY COINCIDING TRANSVERSE PAVEMENT JOINTS,

JOINT LAYOUT IS AS INDICATED OR AS DIRECTED BY THE ENGINEER.

INTERMEDIATE DRIVEWAY JOINT DETAILS

REINFORCEMENT FOR CONCRETE DRIVEWAYS

CONCRETE DRIVEWAY THICKNESS	WIRE SIZE (6" x 6" MESH)	AVERAGE WEIGHT (LBS/100 SFT)
LESS THAN 8"	W1.4	21
	W2.9	42
8" OR GREATER	USE WIRE FABRIC REINFORCEMENT SPECIFIED ON STANDARD PLAN R-37-SERIES	

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF HIGHWAY DEVELOPMENT STANDARD PLAN FOR

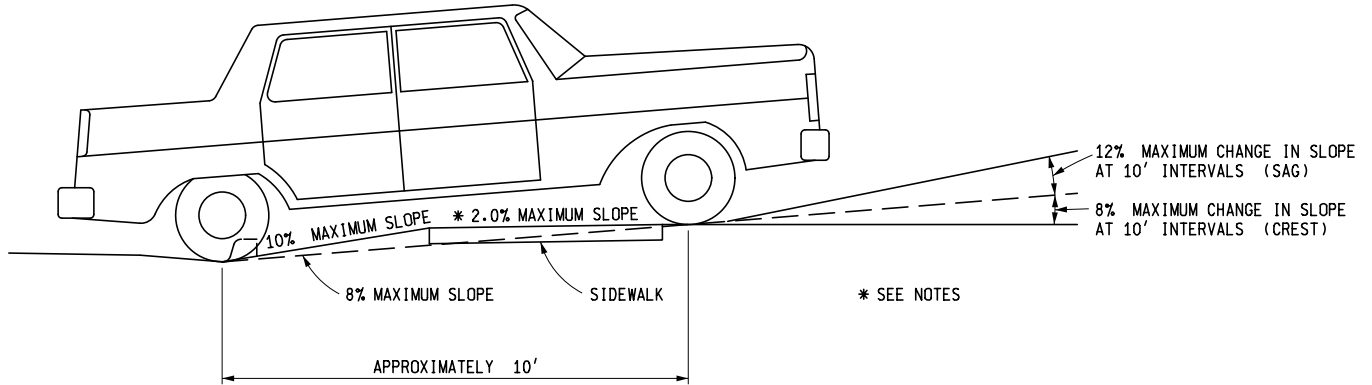
**DRIVEWAY OPENINGS
& APPROACHES,
AND CONCRETE SIDEWALK**

9-30-2014
F.H.W.A. APPROVAL

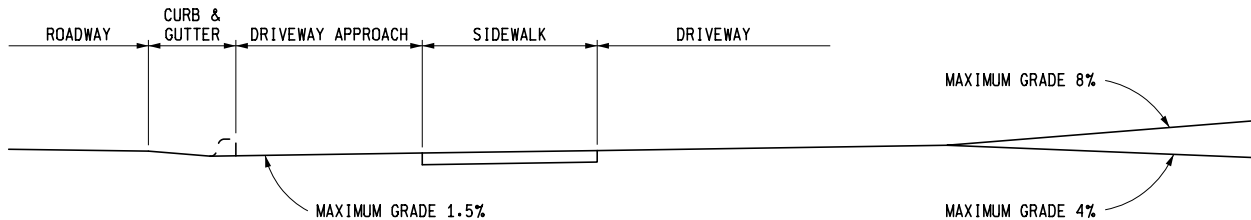
7-1-2014
PLAN DATE

R-29-I

SHEET
3 OF 4



LOW VOLUME COMMERCIAL OR RESIDENTIAL DRIVEWAY SLOPES



COMMERCIAL DRIVEWAY PROFILE FOR MAJOR TRAFFIC GENERATORS

NOTES:

FOR DRIVEWAY DESIGN REFER ALSO TO "ADMINISTRATIVE RULES REGULATING DRIVEWAYS, BANNERS, AND PARADES ON OR OVER HIGHWAYS" AND GEOMETRIC DESIGN G-680-SERIES, COMMERCIAL DRIVEWAYS.

FOR CURB AND GUTTER DETAILS, SEE STANDARD PLAN R-30-SERIES.

TRANSVERSE SIDEWALK SLOPES ARE TYPICALLY 1.5% (2.0% MAXIMUM). IN ORDER TO MEET SITE CONDITIONS, IF THE TRANSVERSE SLOPE IS REQUIRED TO BE LESS THAN 1.5%, LONGITUDINAL DRAINAGE MUST BE PROVIDED.

WHEN SETTING GRADES FOR COMMERCIAL DRIVES, THE TYPES OF VEHICLES USING THE DRIVE SHOULD BE CONSIDERED.

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAY DEVELOPMENT STANDARD PLAN FOR DRIVEWAY OPENINGS & APPROACHES, AND CONCRETE SIDEWALK		
9-30-2014 F.H.W.A. APPROVAL	7-1-2014 PLAN DATE	R-29-I
		SHEET 4 OF 4

2020 YPSILANTI TOWNSHIP SECOND AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2020, by and between the Township Board of Ypsilanti Township, Washtenaw County, parties of the first part and the Board of Washtenaw County Road Commissioners, parties of the second part.

WHEREAS, the parties of the first part desire that certain improvements be made upon the local roads in the Township of Ypsilanti, and

WHEREAS, proper authority is provided to the parties of the agreement under the provisions in Act 51 of Public Acts of 1951 as amended,

IT IS NOW THEREFORE AGREED, the parties of the second part will accomplish the improvements as specified herein, all in accordance with the standards of the parties of the second part.

1. **Mott Road, Ridge Road to Wayne County line (Sec 1):**
Work to include sealcoating. This is a proposed township share project with Superior Township.
Estimated total project cost: \$ 17,500.00
Estimated project cost to Ypsilanti Township: \$ 8,750.00

2. **Washtenaw Orchard Subdivision (Sec 1, 2):**
Work to include crack sealing. Roads to include:
 - Woodruff Lane, Wiard Road to Bud Avenue
 - Bud Avenue, Woodruff Lane to Blossom Avenue
 - Blossom Avenue, Bud Avenue to end of roadEstimated project cost: \$ 7,600.00

3. **Washtenaw Concourse Subdivision (Sec 3):**
Work to include crack sealing. Roads to include:
 - Red Leaf Lane, Wendell Road to Delaware
 - Commonwealth Avenue, Wendell Road to DelawareEstimated project cost: \$ 9,100.00

4. **Hollis Road, Cross Road to Forest Road (Sec 3):**
Work to include crack sealing.
Estimated project cost: \$ 6,100.00

5. **Townsend's Subdivision (Sec 3):**
Work to include crack sealing. Roads to include:
 - Oak Road, Mohawk Avenue to Harris Road
 - Mohawk Road, Forest Road to end of road
 - Miami Road, Forest Road to end of roadEstimated project cost: \$ 7,600.00

6. **Parview Drive, Textile Road to end of road (Sec 20):**
Work to include crack sealing.
Estimated project cost: \$ 3,100.00

7. **Hubbard Avenue, Huron River Drive to end of road (Sec 21):**
Work to include heavy brushing, ditching, shaping the existing surface, placement of a 4" (C.I.P.) 23a limestone (approximately 300 tons) with associated dust control and project restoration.
Estimated project cost **\$ 15,500.00**
8. **Ford Lake Heights Subdivision (Sec 21, 22):**
Work to include crack sealing. Roads to include:
- Lake Crest Drive, HRD to HRD
 - Lake Crest Court, Lake Crest Drive to end of road
 - Applewood Drive, Valley View Drive to Lake Crest Drive
 - Faircrest Drive, Valley View Drive to Applewood Drive
 - Valley View Drive, Briarbrook Drive to Lake Crest Drive
 - Indian Trail, HRD to Valley View Drive
- Estimated project cost: **\$ 21,100.00**
9. **Smokler Textile Subdivision (Sec 22):**
Work to include crack sealing. Roads to include:
- Big Pine Drive, HRD to New Meadow Drive
 - New Meadow Drive, Big Pine Drive to Willowbridge Road
 - Crescent Lane, start of new pavement to New Meadow Drive
 - Farm Lane, start of new pavement to New Meadow Drive
- Estimated project cost: **\$ 9,100.00**
10. **Aspen Ridge Condominium (Sec 30):**
Work to include crack sealing. Roads to include:
- Breckenridge Drive, Munger Road to Aspen Way
 - Aspen Way, Breckenridge Drive to Boyne Drive
 - Vail Drive, Aspen Way to Breckenridge Drive
 - Boyne Drive, Textile Road to Breckenridge Drive
 - Schuss Xing, Boyne Drive to Breckenridge Drive
- Estimated project cost: **\$ 42,200.00**
11. **Creekside Village East Subdivision (Sec 35):**
Work to include crack sealing. Roads to include:
- Creekway Drive, Tuttle Hill Road to Parkland Drive
 - Parkland Drive, Creekway Drive to Creekway Drive
 - Daisey Lane, Creekway Drive to end of road
 - Shula Vista, Merritt Road to Parkland Drive
 - Marshcreek Drive, Parkland Drive to Creekway Drive
- Estimated project cost: **\$ 22,600.00**
-

AGREEMENT SUMMARY

2020 LOCAL ROAD PROGRAM

Mott Road	\$ 8,750.00
Washtenaw Orchard Subdivision	\$ 7,600.00
Washtenaw Concourse Subdivision	\$ 9,100.00
Hollis Road	\$ 6,100.00
Townsend's Subdivision	\$ 7,600.00
Parview Drive	\$ 3,100.00
Hubbard Avenue	\$ 15,500.00
Ford Lake Heights Subdivision	\$ 21,100.00
Smokler Textile Subdivision	\$ 9,100.00
Aspen Ridge Condominium	\$ 42,200.00
Creekside Village East Subdivision	<u>\$ 22,600.00</u>
Subtotal	\$ 152,750.00
Less WCRC 2020 Conventional Matching Funds	\$ 71,575.00
Less WCRC 2019 Drainage Matching Funds	\$ 4,800.00

ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP
UNDER THIS AGREEMENT DURING 2020: **\$ 76,375.00**

FOR YPSILANTI TOWNSHIP:

Brenda L. Stumbo, Supervisor

Witness

Karen Lovejoy Roe, Clerk

Witness

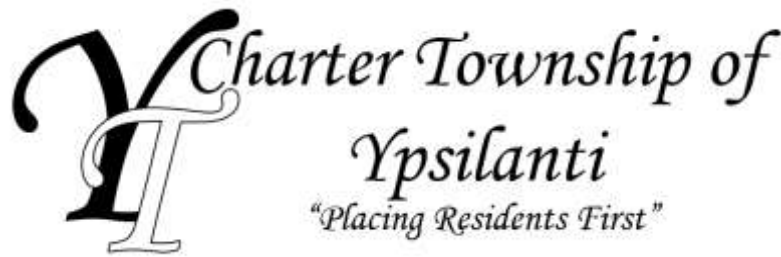
FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair

Witness

Sheryl Soderholm Siddall, Managing Director

Witness



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

Board Members:

I have had extensive discussion with Carl Rowsey, Director of Compost Operations, Michael Hoffmeister, Director of Residential Services, Javonna Neel, Accounting Director as well as Clerk Lovejoy Roe and Treasurer Doe regarding the request to suspend Chipping Services effective May 29th due to several factors.

First, during the COVID19 virus pandemic we have been unable to hire seasonal positions and hire a vacant full time chipper driver. We had a person hired and after three weeks of training he decided to go back to his old job in April.

Secondly the financial costs for our Environmental Services extension with our current provider is an increase of about \$300,000 for the remainder of year 2020. We are in the process of soliciting bids for garbage, recycling and yard waste services. Historically we have extended the contract with our current provider based on a 2.5% – 3% annual increase, this was not the case for years 2020-2025.

Finally, Javonna Neel, our Accounting Director has been forecasting our millage renewals that are scheduled to be voted on in 2021 which is when they expire. Based on her assumptions that were distributed this week in our Environmental Services fund the expenditures will exceed millage revenue for 2021 by \$940,000 dollars. Therefore we need to have some in-depth discussions on what services should be provided, we would have to discuss the real possibility of cutting services or increase the millage based on the forecast. For me, an increase in property taxes is a bridge I do not want to cross, currently a lot of our residents are struggling with all the tax increases for county roads, county mental health, WISD, local schools and a township fire increase. This will require the new board to have community conversations and engagement to arrive at recommendations on all expiring millages to be placed on the ballot in 2021.

The good news is we will still have pick up of branch services provided through our current Yard Waste Contract and the service is also in the new bid request. Per our current contract, weekly branches will be collected if bundled branches that are 2 inches in diameter or less, no longer than 3-4 feet and must be tied with twine or string. No bundles are accepted over 40 lbs. or larger than 18" in diameter." We also have a compost site that is available for branch disposal at no additional cost, open 6 days a week. In addition we would recommend that in the case of a storm we would bring the chipping trucks out to assist with the clean-up for our residents utilizing existing staff.

Please reach out to Carl Rowsey, Javonna Neel or myself for additional information.

Brenda Stumbo, Supervisor

April 27, 2020

Memorandum

Purpose:

The following memorandum is to add an agenda item for a Vote of No Confidence for Ypsilanti Township Clerk Karen Lovejoy Roe for the Tuesday, May 5, 2020, General Meeting Agenda.

Regular Meeting Agenda Line Item Request:

The request for the Tuesday, May 5, 2020, General Meeting Agenda

REQUEST FOR MOTION FOR A VOTE OF NO CONFIDENCE FOR YPSILANTI TOWNSHIP
CLERK KAREN LOVEJOY ROE.

Kind Regards,

Monica Ross-Williams - Ypsilanti Township Trustee

**CHARTER TOWNSHIP OF YPSILANTI
2020 BUDGET AMENDMENT #5**

MAY 5, 2020

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND

Total Increase \$20,000.00

Request to increase budget for additional expenses related to supplies and equipment needed for the COVID-19 pandemic. An original request for \$20,000 was approved by the Board on April 21, 2020. These additional funds are needed for PPE and preparing buildings for return to work and opening of the buildings. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$20,000.00
		Net Revenues	<u><u>\$20,000.00</u></u>
Expenditures:	COVID-19 Supplies & Equip	101-267-000-727.300	\$20,000.00
		Net Expenditures	<u><u>\$20,000.00</u></u>

226 - ENVIRONMENTAL SERVICES FUND

Total Increase \$305,950.00

Request to increase the budget for contract extension and increase from Waste Management. This budget amendment assumes increased costs of service for the remainder of 2020. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	226-000-000-699.000	\$305,950.00
		Net Revenues	<u><u>\$305,950.00</u></u>
Expenditures:	CONTRACTUAL/RUBBISH PICKUP	226-226.000-804.001	\$180,000.00
	CONTRACTUAL/YARDWASTE PICKUP	226-226.000-804.003	\$13,950.00
	RECYCLING PICK-UP CURBSIDE	226-226.000-804.007	\$75,000.00
	CURBSIDE RECYCLING DISPOSAL	226-226.000-804.008	\$37,000.00
		Net Expenditures	<u><u>\$305,950.00</u></u>

Motion to Amend the 2020 Budget (#5)

Move to increase the General Fund budget by \$20,000 to \$9,615,571 and approve the department line item changes as outlined.

Move to increase the Environmental Service Fund budget by \$305,950 to \$3,256,471 and approve the department line item changes as outlined.

AUTHORIZATIONS AND BIDS

CHARTER TOWNSHIP OF YPSILANTI

INFORMATION SERVICES

Computer Support • Web Content Management • Communications Services

To: Township Board
From: Travis McDugald, IS Manager
Re: Request to seek RFPs for a Preferred Network Cable Installer.
Date: April 24, 2020

In an effort to expedite project or repairs which may require the installation, repair, removal, or changing in network cabling I would like to request to seek proposals for a Preferred Network Cable Installer.

An RFP would be published which consist of materials and labor costs along with a sample network installation job. Candidates would competitively bid on the sample job. The awarded bid would designate the candidate as the Township "Preferred Network Cable Installer"

The Preferred Network Cable Installer would be used for network cable installation jobs valued under \$7500. Jobs valued over \$7,500 will continue to follow the Township's normal bid process.

Often bids for cable installation will come in either at a Time and Materials projection or a "per port" cost with a clause for difficult installations. Because the work often involves removing ceiling tiles, climbing into enclosed areas, and or drilling holes in walls, it can be difficult for a person to predict what challenges they may run into until the work has started.

The Township approval a Preferred Network Cables Installer April of 2018. This approval has since expired. This request is to bid the replacement project for another two years.

Proposals will be brought back to the Board for review and approval.

Thank you for your consideration.

Travis McDugald
IS Manager, Charter Township of Ypsilanti

Charter Township of Ypsilanti



RFP-2020-04-WIRING

Structured Wiring Services

Abstract

The Charter Township of Ypsilanti is soliciting proposals from qualified organizations to provide structured wiring services for a period up to two years.

Charter Township of Ypsilanti
rfp@ytown.org

Form A - Project Bid Dates, Contacts, and Requirements

Issue Date:	TBD
Mandatory Pre-Bid Meeting:	None
Pre-Bid Question Deadline:	No Questions Permitted
Bid Deadline:	TBD Ypsilanti Township - Clerks Office RFP-2020-04-Wireing 7200 South Huron River Drive Ypsilanti, MI 48197
Bid Opening:	TBD Ypsilanti Township 1 st Floor Conference Room 7200 South Huron River Drive Ypsilanti, MI 48197
Project Coordinator:	Travis McDugald IS Manager rfp@ytown.org
Bid Format	1 Paper or 1 Electronic
Bid Bond	Not Required.
Required Forms	Form B Form C Form D
Pre Bid Site Access	Not Permitted
Bond Requirements	Bid Bond: Not Required Performance and Payment Bond: Not Required Maintenance Bond: Not Required Bond Surety: Not Required
Insurance Requirements (proof on insurance will be required prior to performing any work)	General Liability: Required Vehicle Liability: Required Statutory Workers Compensation : Required Builders Risk: Not Required

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Advertisement for Bids

The Charter Township of Ypsilanti is accepting sealed proposals from qualified organizations (“Bidder” or “Consultant” or “Firm” or Respondent”), to provide small project structured wiring on an as needed bases for up to two years. Bid documents may be found at <http://ytown.org/public-bid-postings>.

DRAFT

General conditions of bidding and terms of contact

By execution of this document, the Bidder accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. Bidding

- 1.1. **Bids** - All bids shall be clearly marked on blank bid form furnished by Charter Township of Ypsilanti (Form C). The minimum numbers of copies are listed in [Form A - Project Bid Dates, Contacts and Requirements](#). The executed Bid Form shall be submitted in a sealed envelope. Copies are to be marked as such.
- 1.2. **Required Forms** – Please refer to [Form A – Required Forms](#) for all required forms. These forms must be filled out and included with all response.
- 1.3. **Authorized Signatures** - This proposal form must be signed by a person authorized to bind and commit the company to provide such goods and /or services offered to the Township should their bid be accepted by the Township.
- 1.4. **Late Bids** - Bids shall be in the Charter Township of Ypsilanti Clerk's Office before or at the specified time and date bids are due. Bids received in the office of the Clerk after the submission deadline shall be rejected as non-responsive bids.
- 1.5. **Mandatory Pre-Bid Meeting** – If a mandatory pre-bid date is given in [Form A - Project Bid Dates, Contacts and Requirements](#). A Pre bid meeting will be required for all prospective bidders. Failure to attend will result in disqualification from the bid review process.
- 1.6. **Withdrawal of Bids Prior to Bid Opening** - A bid may be withdrawn before the opening date by submitting a written request to the Township Clerk. If time allows, and the Bidder desires, a new bid may be submitted. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Charter Township of Ypsilanti reserves the right to withdraw a request for bids before the opening date.
- 1.7. **Withdrawal of Bids After Bid Opening** - Bidder agrees that offers may not be withdrawn or cancelled by the Bidder for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.
- 1.8. **Bid Amounts** - Bids should show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the Charter Township of Ypsilanti.
- 1.9. **Exceptions and/or Substitutions** - As a matter of practice, Charter Township of Ypsilanti rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of the

Charter Township of Ypsilanti. Bidders taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which Bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the Bidder has not taken any exceptions to the specifications and shall hold the Bidder responsible to perform in strict accordance with the specifications.

- 1.10. **Alternates** - Bid request and/or specifications may expressly allow Bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.
- 1.11. **Descriptions** - Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is a minimum standard that will be accepted.
- 1.12. **Bid Alterations** - Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
- 1.13. **Tax Exempt Status** - The Charter Township of Ypsilanti is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the price bid must be net exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.
- 1.14. **Delivery** - The Bids shall include all charges for delivery, packing, crating, etc., unless otherwise stated in the bid document. All deliveries will be FOB: Delivered. General delivery hours are 8:30 a.m. to 12 p.m and 1 p.m to 4p.m. Monday-Friday. Township does not have a loading dock, lift gates may be required.
- 1.15. **Quantities** - Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.
- 1.16. **Bid Award** - Award of contract shall be made to the lowest responsible Bidder or to the Bidder who provides goods or services at the best value for the municipality. The Charter Township of Ypsilanti reserves the right to be the sole judge as to whether items bid will serve the purpose intended. The Charter Township of Ypsilanti reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the Charter Township of Ypsilanti. The Charter Township of Ypsilanti reserves the right to award based upon individual line items, sections or total bid.
- 1.17. **Best Value** - In determining best value, Charter Township of Ypsilanti may consider: 1) purchase price; 2) reputation of the Bidder and of the Bidder's goods or services; 3) quality of

the Bidder's goods or services; 4) extent to which the goods or services meet the Charter Township of Ypsilanti's needs; 5) Bidder's past relationship with the Charter Township of Ypsilanti; 6) total long-term cost to the Charter Township of Ypsilanti to acquire the Bidder's goods or services; and 7) any relevant criteria specifically listed in this document.

- 1.18. **Non-Collusion** - By signing the bid the bidder certifies that the bid submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition.
- 1.19. **Silence of Specifications for Complete Units** - All materials, equipment and/or parts that will become a portion of the completed work including items not specifically stated herein but necessary to render the service(s) complete and operational per the specifications are to be included in the bid price. Bidders may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.
- 1.20. **Addenda** - Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight hours prior to the bid opening. Addenda will be posted on the MITN Website (<http://www.mitn.info/>). It is the responsibility of the bidder to check the website for addendums.
- 1.21. **General Bid Bond/Surety Requirements** - Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.
- 1.22. **General Insurance Requirements** - Failure to furnish Affidavit of Insurance when requested and if insurance coverage is required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.
- 1.23. **Responsiveness** - A responsive bid shall substantially conform to the requirements of this Request for Proposal and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall be deemed non-responsive and the bid will not be considered for award. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined such as with vague wording that may include "price in effect at the time of delivery"; and c) bids made contingent upon award of other bids currently under consideration.

- 1.24. **Responsible Standings of Bidder** - To be considered for award, Bidder must at least: have the ability to obtain adequate financial resources without limitation; be able to comply with required or proposed delivery/completion schedule; have a satisfactory record of performance; have a satisfactory record of integrity and ethics; be otherwise qualified and eligible to receive award. In order to determine financial standing of Bidder, Charter Township of Ypsilanti may request recent financial statements or a statement of net worth.
- 1.25. **Proprietary Data** - Bidder may, by written request, clearly indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the Bidder. Charter Township of Ypsilanti will protect from public disclosure such portions of a bid unless directed otherwise by legal authority including the existing Michigan Public Information Act.
- 1.26. **Non-Iran Linked Business** - By signing the bid Form D, you certify and agree on behalf of the company submitting this bid that the company submitting this bid is not an “Iran linked business,” as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012.

2. Performance

- 2.1. **Design, Strength, and Quality** - Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.
- 2.2. **Compliance with Federal, State, County and Local Laws** - Bids must comply with all federal, state, county and local laws, to include but not be limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The Contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinance of Charter Township of Ypsilanti, Washtenaw County, or State of Michigan as they may apply, as these laws may now read or as they may hereafter be changed or amended.
- 2.3. **Infringements and Indemnifications** - The bidder, if awarded a contract, agrees to protect, defend, and save the Township and the cooperative members listed herein, its officials, employees, departments and agents harmless against; any demand for payment for the use of any patented material, process, or device that may enter into the manufacture, construction, or from a part of the work covered by either order or contract; and from suits or a charge of every nature and description brought against if for, or on account of, any injuries or damages received or sustained by the parties by or from any of the facts of the contractor, the contractor’s employees, or agents; from all liability claims, demands, judgments and expenses

to persons or property occasioned, wholly, or in part, by the acts or omissions of the bidder, contractor, agents or employee.

- 2.4. **Patents, Copyrights, Etc.** - The Contractor shall release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.
- 2.5. **Samples, Demonstrations and Testing** - At the Charter Township of Ypsilanti's request and direction, Bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the Bidder.
- 2.6. **Acceptability** - All articles enumerated in the bid shall be subject to inspection by an officer designated for the purpose by Charter Township of Ypsilanti. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Project Coordinator who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the Contractor's expense. Inferior items not retrieved by the Contractor within thirty (30) calendar days, or an otherwise agreed upon time, may become the property of the Charter Township of Ypsilanti at the Charter Township of Ypsilanti's option, without cost. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the Contractor. Contractor's failure to retrieve property resulting in ownership by Charter Township of Ypsilanti shall not be imputed as acceptance of replacement good under this contract.

3. Purchase Orders and Payment

- 3.1. **Purchase Orders** – A purchase order(s) shall be generated by the Charter Township of Ypsilanti to the successful Contractor. The purchase order number must appear on all itemized invoices and packing slips. The Charter Township of Ypsilanti will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the project coordinator for which a valid invoice has been received.
- 3.2. **Invoices** - All invoices shall be under terms of net thirty (30) days unless otherwise agreed upon by seller and Charter Township of Ypsilanti.
- 3.3. **Payment Draws** – Request for payments prior to project completion may be negotiated during the contract term. The Charter Township of Ypsilanti reserves the right to deny any payment

draw requests for any reason.

4. Contract

- 4.1. **Contract Definition** - The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by the Charter Township of Ypsilanti, shall constitute a contract equally binding between the successful Bidder and Charter Township of Ypsilanti.
- 4.2. **Contract Agreement** - Once a contract is awarded, the service offered by the successful Bidder shall remain firm for the term of the contract. Contract shall commence on date of award and continue until the work is completed.
- 4.3. **Change Order** - No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of the Charter Township of Ypsilanti. No change order will be binding unless signed by an authorized representative of the Charter Township of Ypsilanti and the Contractor.
- 4.4. **Price Redetermination** - All requests for price redetermination shall be in written form. Cause for such request, i.e. manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Contractor's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of future bids for the lowest and best bid. Charter Township of Ypsilanti reserves the right to accept or reject any/all requests for price redetermination as it deems to be in the best interest of the Charter Township of Ypsilanti.
- 4.5. **Termination for Default** - Charter Township of Ypsilanti reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the Charter Township of Ypsilanti in the event of breach or default of this contract. The Charter Township of Ypsilanti reserves the right to terminate the contract immediately in the event the Contractor fails to perform to the terms of specifications or fails to comply with the terms of this contract. Breach of contract or default authorizes the Charter Township of Ypsilanti to award to another Bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting party.
- 4.6. **Invalid, Illegal, or Unenforceable Provisions** - In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable

provision had never been contained herein.

- 4.7. **Injuries or Damages Resulting From Negligence** – The Contractor shall defend, indemnify and save harmless Charter Township of Ypsilanti and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. The Contractor shall pay any judgment, with costs, which may be obtained against Charter Township of Ypsilanti growing out of such injury or damages.
- 4.8. **Warranty** - The Contractor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated. All labor shall have a warranty for minimum 1 year from the project completion date.
- 4.9. **Sale, Assignment, or Transfer of Contract** - The Contractor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Charter Township of Ypsilanti.
- 4.10. **Service Contract Renewals** – The Township requests that all service agreements revert to a month-to-month plan at the end of initial agreement duration.
- 4.11. **Service Contract Auto-Renewals** – Any service agreement renewals with an auto renew clause may only renew in one month increments. The Township shall have the right to discontinue or cancel the renewal at any time up to 29 days’ prior the renewal date. The servicing agency shall inform the Township of its upcoming renewal between 90 and 60 days prior to the renewal. Failure of the servicing agency to notify the Township of the upcoming renewal, gives the Township the right to cancel service at any time without penalty.

5. Minimum Wage Requirements

- 5.1. **Contractors, including Subcontractors**, performing work or services shall be required to pay not less than the prevailing wages and fringe benefits to all employees and follow Charter Township of Ypsilanti Ordinance No. 2-201 and the additional provisions contained within.
- 5.2. **All other employees** directly involved with this project must be paid in accordance with the Charter Township of Ypsilanti Ordinance No. 99-213, “The Living Wage Ordinance”. A copy of this ordinance can be obtained through the Charter Township of Ypsilanti Clerk’s office by calling (734) 484-4700.

6. Bond Requirements

- 6.1. **Bond Certificates** – If required; the bid bond is required at the time of bid submission. All other bond requirements must be provided to the Township prior to the execution of the

contract documents.

- 6.2. **Bid Bonds** – If required in [Form A – Bond Requirements](#): *(Applies only to proposals over \$25,000)* Each proposal must be accompanied by a certified check, bidders bond, bank draft or cash bond, in an amount not less than (5%) of the total price and drawn to the order of The Charter Township of Ypsilanti, as a guarantee of good faith on the part of the Bidder and subject to the conditions stipulated in the proposal form. No proposals shall be withdrawn for a period of ninety (90) days after the date set for the opening of bids. A single check, bond or draft may serve to cover two or more alternate or supplemental proposals when such proposals are submitted by the same Bidder.

If multiple bids are being submitted by any one single Bidder a single bond may be utilized. The bond value must be 5% of the project cost for the most expensive option being proposed.

- 6.3. **Performance and Payment Bonds** – If required in [Form A – Bond Requirements](#): *(Applies only to proposals over \$25,000)* Contractor shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Contractors' obligations under the Contract Documents. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

- 6.4. **Maintenance Bonds** – If required in [Form A – Bond Requirements](#): *(Applies only to proposals over \$25,000)* Contractor shall furnish a Maintenance Bond, in an amount not less than (5%) of the total price and drawn to the order of The Charter Township of Ypsilanti, as a warranty guarantee. Maintenance Bonds must remain valid for one year after completion of the project. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

- 6.5. **Bond Surety** - If the surety on any bond furnished by the Contractor is declared as bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the project is located or it ceases to meet requirements of this bid, the Contractor shall within 10 days thereafter substitute another bond and surety, both of which must be acceptable to the Owner Licensed Sureties and Insurers; Certificates of Insurance.

- 6.6. **Licensing Jurisdiction** - All bonds and insurance required by the Contract Documents to be purchased and maintained by the Owner or Contractor shall be obtained from surety or

insurance companies that are duly licensed or authorized in the jurisdiction in which the project is located to issue bonds and insurance policies for the limits and coverage's so required.

7. Insurance Limits

- 7.1. **Insurance Certificates** – If Requested; The Contractor agrees to provide the Township with Certificates of Insurance for General Liability, Vehicle Liability, and Statutory Workers Compensation, according to the limits provided in the Charter Township of Ypsilanti Financial Policy. The Certificates of Insurance must be provided to the Township prior to the execution of the contract documents.
- 7.2. **Requirements** – If required in [Form A – Insurance Requirements](#): Insurance shall be required if the bidder intends to have technicians, contractors, or persons onsite during the execution of any contract. The Contractor will maintain at its own expense during the term of the contract, the following insurance:
 - 7.2.1. **Worker's Compensation** insurance with Michigan statutory limits and employers liability insurance of \$1,000,000.00 minimum each accident.
 - 7.2.2. **Broad Form Comprehensive General Liability** Insurance with a combined single limit of \$1,000,000.00 each occurrence for bodily injury and property damage. Policy to include products and completed operations, independent contractors and contractual liability coverage. Policy shall be endorsed to provide 60 day written notice to the Project Coordinator of any material change of coverage, cancellation or non-renewal of coverage.
 - 7.2.3. **Owner's protective policy** shall be in the name of "Charter Township of Ypsilanti". Policy shall provide a \$1,000,000.00 combined single limit for bodily injury or property damage per occurrence. 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.
 - 7.2.4. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with personal protection insurance and property protection insurance to comply with provisions of the Michigan No Fault Insurance Law. Including residual liability insurance with a minimum combined single limit of \$1,000,000.00 each accident for bodily injury and property damage.
 - 7.2.5. **Builders Risk** - The Contractor shall take out and maintain Builders Risk insurance during the life of the contract (in the name of the Contractor and the Charter Township of Ypsilanti), "All Risk" (excluding Earthquake and Flood) Builder's Risk Insurance covering the entire work of this contract for 100% of the replacement value thereof, including items of labor and materials in place or to be used as part of the permanent construction, including surplus miscellaneous materials and supplies incident to the work, and such scaffoldings, staging, towers, forms, and equipment not owned or rented by the Contractor, the cost of

which is not included in the cost of the work. EXCLUSIONS: This insurance does not cover any tools owned by mechanics, any tools, equipment, scaffoldings, staging, towers, and forms, rented or owned by the Contractor, the value of which is not included in the cost of the work, or any shanties or other structures erected for the sole convenience of the workers.

In the event of a loss by the perils insured against, of any or all of the work and/or materials herein provided for, at any time prior to the final completion of the contract and the final acceptance by the Charter Township of Ypsilanti, the Contractor shall promptly reconstruct, repair, replace or restore all work or materials so destroyed. Nothing herein provided for shall in any way excuse the Contractor or the Contractor's surety from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of the contract.

7.2.6. [Certificate of Liability Insurance Verbiage](#) – General Liability Insurance limits must contain the following verbiage in verbatim; *“The Charter Township of Ypsilanti and its past, present, and future elected officials, trustees, appointed commissions and boards, agents and employees shall be named as “additional named insured” on the General Liability policy with respect to the services provided under this contract.”* Prior to contract execution.

7.2.7. [An umbrella policy](#) may be used to meet some of the above requirements.

7.3. [Licensing Jurisdiction](#) - All insurance policies must be held by companies licensed to do business in Michigan and such companies must be well rated and acceptable to the Charter Township of Ypsilanti.

7.4. [Require to Maintain](#) - If the required insurance is not maintained at any time during the term of this Contract, the Contract shall be subject to cancellation immediately or at any time thereafter, at the sole discretion of the Charter Township of Ypsilanti. If the Charter Township of Ypsilanti elects to exercise its option to cancel on these grounds, the Charter Township of Ypsilanti shall so notify the Contractor of its election.

7.5. [Legal Review](#) - All Certificates of Insurance are subject to the final approval of the Charter Township of Ypsilanti Legal Counsel.

8. Completion

8.1. [Township Approval](#) - The project will not be considered complete until all approved Charter Township of Ypsilanti final inspections have been approved.

8.2. [Construction Start](#) - Construction shall start within 45 days of the Notice to Proceed and completed within 60 days unless otherwise noted in the RFP response.

8.3. [Payment](#) - Full payment shall be made within 45 days of receipt of invoice upon completion of work.

9. Site Access

- 9.1. **Prior to bid closure** – If permitted on [Form A – Pre Bid Site Access](#); Access to the any Charter Township of Ypsilanti site referenced herein will be made available only to Bidders interested in providing a bid on this project. All requests must be scheduled with the Project Coordinator and must be accompanied by an approved Charter Township of Ypsilanti Employee. Requests must be in writing.
- 9.2. **After bid award** - Only the approved employees, approved contractors, and approved sub-contractors will have access to non-public areas of Charter Township of Ypsilanti facilities.

10. Proposal Submittals

- 10.1. **Limits** - There is no limit to how many proposals a single Bidder may submit.
- 10.2. **Required Copies** - As part of the bid proposal package, the following submittals are required by Charter Township of Ypsilanti to be reviewed and acted on by the Township in evaluating the Bidder's proposal. See **Bid Format** under **Form A - Project Bid Dates and Contacts**
- 10.3. **Price Break Down** - Bid proposal pricing shall be broken down by building with each price representing a complete building installation. Include line item pricing for all major components and subsection pricing for all items described in that subsection. Pricing shall include all associated costs including but not limited to: hardware, cabling, conduit, electrical, network, licensing, and labor.
- 10.4. **Product Sheets** - ~~Manufacturer's product data sheets for all equipment and components provided for in this project. Data sheets shall include equipment specifications, code compliance, certifications, and other information as required for proper evaluation.~~
- 10.5. **Execution Plan** - ~~A written description of the proposed plan of execution for the Work herein described, including estimated time frame, number of personnel to be used, a description of long lead time items and materials, and a description of the methods to be used to ensure quality.~~
- 10.6. **Coordination Efforts** - ~~A written description of the coordination efforts that need to be made, either by the Contractor, Charter Township of Ypsilanti, or any other party, for the installation to proceed on schedule in the manner described.~~
- 10.7. **Township Review** - ~~Prior to fabrication or installation of the Work, the following submittals are required by Charter Township of Ypsilanti of the Contractor to be reviewed and acted on by Charter Township of Ypsilanti in accordance with the provisions of the contract. 2 paper, 1 electronic. Three (3) copies of all drawings and product data shall be required.~~

- 10.8. **Mounting Information** - ~~Detailed descriptions of all equipment locations and mounting particulars.~~
- 10.9. **Electrical Requirements** - ~~A schedule of the electrical requirements for the proposed equipment, including system idle and peak power requirements. Required only if proposed equipment has power consumption.~~
- 10.10. **Background** - Description of the Bidder's background and size. Include statements of qualifications that includes your firm's professional credentials and experience in providing services enumerated in the Request for Proposal and the legal status of your organization.
- 10.11. **Business Changes** - Describe any changes in the mode of conducting business your firm has made in the past three (3) years, include any mergers, acquisitions, consolidations, downsizing or bankruptcy proceedings or filings.
- 10.12. **Licenses** - Identify all licenses currently held by your firm.
- 10.13. **Additional Information** - Any other additional information which would assist the Charter Township of Ypsilanti in the evaluation of your proposal.
- 10.14. **References** - Provide a list of at least four (4) references (government preferred) with knowledge of your firm's contract performance. References shall be employees in the senior level management positions. Include the name of the entity, a description of the contract project the dates of service and the name(s), telephone numbers, and email addresses of the contact persons.

11. Right to renegotiate

- 11.1. **Year one renewal** - *Not applicable.*
- 11.2. **Annual cost increases** - Should the annually costs increase .001 % or more the Township reserves the right to terminate any all agreements and rebid the project.
- 11.3. **Undefined costs** - If there are any costs associated for this requirement the bidder must include those costs in detail when submitting their RFP response.

12. Identification Requirements

- 12.1. **Company Badge** - All persons conducting work within a Township facility shall be required to have a company issued photo ID. Photo ID must clearly represent the person presenting the ID along with their company name. Company badge should be displayed at all times, and must be presented when requested.

- 12.2. **Company Branding Clothing** – It is recommended that all contractors wear a company branded shirt. The shirt should contain either the company logo or company name which can be clearly read during normal face-to-face conversation.

13. Scope of Work

13.1. Purpose:

The purpose of this RFP is to establish a two year preferred vendor for network wiring and fiber optic installation and repairs for Charter Township of Ypsilanti (Local Government). The time of the award will be two years from the date by which the Township designates the vendor as the Preferred Network Cable Installer.

- No work may be performed without proof of insurance.
- Jobs will be requested as needed.
- Each job will be valued under \$7,500.
- There is no minimal agreement amount.
- There is no maximum agreement amount.
- There shall be no cost increased for the two-year agreement.
- This is a non-exclusive agreement. The Township may seek alternate proposals or vendors at its sole discretion.

13.2. Evaluation:

The evaluation will be done by comparing vendors costs based on the pricing within [Form B](#) base on previous Township installations.

13.3. Data Equipment Requirements:

- Data terminations are to be made on a standard single RJ-45 jack.
- Data jacks are oranges unless otherwise requested at the time of the job request.
- Cat6 Plenum required for all runs
- Designed for the purpose as outlines in article 800 of NEC code.
- MDF and IDF terminated to 1U patch panels.

13.4. Fiber Equipment Requirements:

- Multimode 62.5/125 micron
- Single mode 8.3/125
- Designed and manufactured to all ANSI/EIA/TIA specifications
- Terminated to LC connectors

13.5. Installations

13.5.1. The contractor will coordinate with the Township any interruptions to exiting data communications. Any interruptions are to be minimalized and may need to be performed after-hours, on weekends, or holidays

13.5.2. Regarding installation activity that is potentially disruptive (i.e. drilling, running cable, mounting frames, raceways, etc.) to administrative activity, the contractor will notify IT

staff prior to work being performed.

13.5.3. Contractors are to supply their own tools and equipment, especially brooms, dustpans, ladders etc.

13.5.4. Contractors will be required to broom clean work areas at the end of each shift or work day.

13.5.5. Installation equipment, materials, and product will **only** be allowed to be kept in specified areas. Hallways, office areas, lobbies, and etc. are not suitable for storage and the Township will **not** be held liable for missing or stolen equipment or materials.

13.5.6. Wiring to all outlets to run above the ceiling shall be fastened to the building structure at eight (8) foot intervals through the use of, but not limited to, J hooks, beam clamps, and hangers. At no time are voice or data drops/homeruns to be directly secured to the building structure above ceiling without the use of cable supports. Cabling above ceiling shall be sectioned off, bundled and tied, and routed back to intermediate or master wiring closets using a star configuration. All wiring shall run continuously from the outlet to the wiring closet without breaks or splices. Cable supports shall be employed every eight (8) feet. Cable supports (J Hooks etc.) shall be sized 50% larger than needed to allow for future growth.

13.5.7. In areas where ceiling tiles are removed for cable pulling, or ceiling tiles are damaged as a result of cable pulling, the Contractor shall replace tiles with like tiles.

13.5.8. All boxes, equipment and cable shall be firmly secured in place. Boxes, jacks and blocks shall be plumb and square. Consideration will be given for overall aesthetic factors. Sample installation diagrams and layouts are to be followed at all times. Deviations due to design and or building structural considerations must be cleared with IT Staff.

13.5.9. Any new or replacement premises wiring shall be clearly labeled in a format directed by the Township.

13.5.10. The Contractor will observe all applicable departmental safety and security regulations established.

13.5.11. The Contractor is responsible for repair of damage to the building due to carelessness of their workmen, and exercise reasonable care to avoid any damage to property. The Contractor must report to the Township any damage to the building that may exist or may occur during the occupancy of the quarters.

13.5.12. The Contractor must promptly correct all defects for which the Contractor is responsible.

- 13.5.13. Upon completion of the work, the Contractor must remove his tools, equipment and all rubbish and debris from the premises and must leave the premises clean and neat.
- 13.5.14. The Contractor will obtain the Township's IT Department permission before cutting into or through any part of the building structure such as beams, girders, concrete, or tile floors, partitions and ceilings. The Contractor shall restore any girders, beams, floors, partitions, ceilings, fire partitions and walls to their original condition.
- 13.5.15. The Contractor will coordinate all work with the Townships IT Staff.
- 13.5.16. Optical fiber connecting hardware shall be installed to provide well-organized installation and cable management and always in accordance with manufacturer's guidelines.
- 13.5.17. Fiber optic cable service loops are to be provided at all fiber termination points. Wiring closet loops are to be a minimum of 15ft. End termination or main termination point loop is to be a minimum of 30ft.
- 13.5.18. Network copper horizontal cabling shall have a minimum three (3) foot service loop for each cable above ceiling. Service loop is to be neatly dressed and secured.
- 13.5.19. Network copper patch panel terminations are to maintain cable jacket and twist a minimum of one-half inch from point of termination. End station terminations are to maintain cable jacket and twist up to the edge of the jack housing. Dust caps must always be used to provide pair protection and strain relief.
- 13.5.20. All indoor/outdoor splices and distribution must be enclosed in an enclosure designed for the purpose and able to provide maximum protection to splices and protection from environmental effects.
- 13.5.21. All fiber splices must be impervious to environmental effects and mechanical shock.
- 13.5.22. Splice trays must protect all fiber splices.
- 13.5.23. All inside distribution and outside plant fiber cabling must be strain relieved to hinder the possibility of breakage and connection failure.
- 13.5.24. The Township may elect also to implement other changes of its own accord. Should the Township elect to make its own changes, Township shall assume responsibility for the operation integrity of the structured wiring as it is directly affected by such changes by the Township. Upon request, the Contractor shall research all reported physical installation & performance problems or errors and correct them to the Township's satisfaction. If the problem or error resulted from design changes made by Township, the

charge for correction shall be computed using the rates for standard T & M charges.

13.6. Testing and Acceptance

13.6.1. The Township will make inspection as it deems necessary when notified by the Contractor that the services requested, or any part thereof, is ready for acceptance.

13.6.2. Successful testing by the Contractor with written report of results to Township IT Staff of all performance and quality incorporating the full range of testing specified.

13.6.3. Written certification signed by an authorized representative of the Contractor indicating the satisfactory completion of the above outlined items.

13.6.4. The following tests shall be run on all installed Category 6 data runs:

13.6.4.1. Testing shall be end to end, patch panel to jack including patch cables. (Total run length not to exceed 300ft. With patch cables 328ft).

- Wire Map
- Length
- Insertion Loss
- NEXT Loss
- PS NEXT Loss
- ACR-F Loss
- PS ACR-F Loss
- Return Loss
- Propagation Delay
- Delay Skew

13.6.5. The following tests shall be run on all installed fiber stands.

13.6.5.1. Testing is to be end to end with all terminations and splices involved for each strand tested. OTDR, both directions. Test results shall be presented in an MS Excel spreadsheet 2010, or greater, detailing cable detailing cable port, location (building, closet etc.) length and attenuation in dB. Additionally, each test is to include a graphical representation of the test, measurement results, and cable information and set up parameters. The following standards will be used:

- ANSI/TWEIA-455-59A, Measurement of Fiber Point Discontinuities Using an OTDR.
- ANSI/TWEIA-455-60A, Measurement of Fiber or Cable Length Using an OTDR.
- ANSI/TWEIA-455-61A, Measurement of Fiber or Cable Attenuation Using an OTDR.
- ANSI/TWEIA-526-7, Optical Power Loss Measurements of Installed Single mode Fiber Cable Plant. ANSI/TWEIA-526-14-A, Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant.

13.7. **Permits and Certificates**

The Contractor shall obtain and pay for all necessary permits, certificates and licenses required and necessary for performance of the work; and shall post all notices required by law and comply with laws and ordinance applicable.

DRAFT

Form B: Details Costs

Materials Costs

Line	Item	Qty	Price
1	2-Port Wall Plate Single Gang	Each	
2	4 - Port Wall Plate Single Gang	Each	
3	Cat6a RJ45 Port - Orange	Each	
4	Wall Plate Blank Module	Each	
5	24 Port Cat6a Patch Panel	Each	
6	1U Rack mount fiber enclosure	Each	
7	6 Count LS Fiber Adapter for enclosure	Each	
8	2 inch Diameter Bridge Ring with plastic saddle	Each	
9	1/4 inch Beam clamp	Each	
10	Low voltage single gang outlet box	Each	
11	Plenum 2 inch inner duct	500ft	
12	Single Mode fiber 12 strand OFNP	500ft	
13	62.5 multimode fiber 12 strand OFNP	500ft	
14	Cat6 plenum data cable	1ft	
15	Wall Pandult 1 inch Latching White	1ft	

Labor Costs

Please specify the per cost increments

Line	Description	Per	Price
1	Minimal Labor Charge		
2	Additional Labor		
3	Minimum overtime labor charge		
4	Additional overtime labor charge		
5	Trip surcharges		
6	Travel time charges		

Additional costs

Any other conditional costs the Township should be aware of. These we be costs associate to a generalized Cat6 cabling job. (it is ok to have none, we just do not want surprises)

Line	Description	Price
1		
2		
3		

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

Form C: Proposal Cost Analysis.

By submitting this proposal, the potential contractor certifies the following:

- This proposal is signed by an authorized representative of the firm.
- It can obtain insurance certificates as required within 23 calendar days after notice of award.
- The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The potential Contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Based on the costs within Form B what would total costs for a job that consisted of: \$

- 2 170 foot cooper network drops
- 2 contractors
- Took one day
- Started at 9am and ended at 2pm
- Utilized all existing in-ceiling cable mounts
- Required 1 single gang wall outlet box
- Required 6 feet on wall conduit
- Utilized existing IDF patch panel

Job Total

(Please attach a detailed cost sheet with this cost form page)

Company Name: _____

Address: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Federal Employer Identification Number: _____

eMail: _____

By: _____
(Signature)

Title: _____
(Typed or printed name)

Date:

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

Unsigned proposals will not be considered.

Form D: Iran Business Relationship Affidavit.

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS, as defined by law.

Vendor	
Legal Name	
Street Address	
City	
State	
Zip	
Corporate I.D. Number / State	
Taxpayer I.D. #	

The undersigned, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the Charter Township of Ypsilanti.

I have reviewed the terms and conditions and insurance requirements prior to submitting this bid solicitation.

Signature

Title

Company

Date

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

Form E: Mailing Label

FROM: Company Name: _____ Contact Person: _____ Phone Number: _____ Email: _____			
S E A L E D	Solicitation Event Title: <u>Network Security</u>		B I D
	Solicitation Event Number: <u>RFP-2020-04-Wiring</u>	Buyer Initials	
	Due Date: <u>##-##-2019</u> Time: <u>2:00 PM</u> E.T.	TVM	
DELIVER TO: Charter Township of Ypsilanti Township Clerk 7200 S. Huron River Dr. Ypsilanti, MI 48197			

OTHER BUSINESS

BOARD MEMBER UPDATES
