

CHARTER TOWNSHIP OF
YPSILANTI BOARD OF TRUSTEES

Supervisor

BRENDA L. STUMBO

Clerk

KAREN LOVEJOY ROE

Treasurer

LARRY J. DOE

Trustees

STAN ELDRIDGE

HEATHER JARRELL ROE

MONICA ROSS WILLIAMS

JIMMIE WILSON, JR.

August 18, 2020

Regular Meeting – 7:00 p.m.

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

DEPARTMENTAL REPORTS

**14-B District Court
Revenue Report For June 2020**

<i>General Account</i>	<i>Account No.</i>	<i>Amount</i>	<i>Subtotal/Total</i>
Due to Washtenaw County		\$ 4,126.00	
Subtotal Due to Washtenaw County	236-000-000-214.222		\$ 4,126.00
Due to State Treasurer			
Secretary of State	228.30	\$ 2,310.00	
Civil Filing Fee Fund	228.58	\$ 4,998.00	
State Court Fund	228.42	\$ 710.00	
Justice System Fund	228.59	\$ 11,998.00	
Civil Jury Demand Fee	228.57	+	
Drivers License Clearance Fees	228.57	\$ 2,310.00	
Crime Victims Rights Fund	228.37	\$ 4,707.00	
Expense State Police	228.47	\$ -	
Expense DNR	228.48		
Judgment Fee DNR	228.20	\$ 50.00	
Children's Trust Fund	228.38	\$ -	
E-File Fee	228.56	\$ 1,240.00	
Subtotal Due to State Treasurer	236-000-000-228.001		\$ 28,323.00
TOTAL DUE TO COUNTY AND STATE			\$ 32,449.00

Due to Ypsilanti Township			
Court Costs	602.136	\$ 37,208.68	
Civil Fees	603.126	\$ 4,057.00	
Probation Fees	604.000	\$ 8,717.78	
Ordinance Fees	605.001	\$ 20,601.00	
Bond Forfeitures	605.003		
Expense Write-off	957-000	\$ -	
Bank Charges	957-000	\$ (382.60)	
Subtotal Due to Township			\$ 70,201.86
TOTAL TO GENERAL ACCOUNT	236-000-000-004.136		\$ 102,650.86

<i>ESCROW ACCOUNT</i>	<i>Account No.</i>	<i>Amount</i>	<i>Subtotal/Total</i>
Court Ordered Escrow		\$ 4,319.00	
Bonds		\$ 200.00	
Restitution		\$ 3,528.10	
TOTAL TO ESCROW ACCOUNT	236-000-000-006.136		\$ 8,047.10

Total to General and Escrow Accounts			\$ 110,697.96
Total of Transmittal Report - Funds Collected		\$ 111,080.56	
Difference Due to and Collected - Should be Bank Charges			\$ (382.60)

14-B District Court

Monthly Disbursements

June 2020

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

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

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

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

All other revenues are transferred to the Ypsilanti Township Treasurer.

December 2019 Disbursements:

Washtenaw County:	\$ 4,126.00
State of Michigan:	\$ 28,323.00
Ypsilanti Township Treasurer:	\$70,201.86

TOTAL: \$ 102,650.86

CHARTER TOWNSHIP OF YPSILANTI FIRE DEPARTMENT

222 South Ford Boulevard, Ypsilanti, MI 48198



MONTHLY REPORT FOR JUNE 2020

Fire Department staffing levels are as follows:

1 Fire Chief	3 Shift Captains	18 Fire Fighters
1 Fire Marshal	3 Shift Lieutenants	1 Clerk III / Staff Support

All fire department response personnel are licensed as Emergency Medical Technicians by the State of Michigan Public Health. During the month, the fire department responded to 366 requests for assistance. Of those requests, 114 were medical emergency service calls, with the remaining 252 incidents classified as non-medical and/or fire related.

Department activities for the month of June 2020:

- 1) The Public Education Department participated in the following events:

There was no Public Education due to the Covid-19 pandemic

- 2) Fire fighters received training in the following areas:

- a) Washtenaw County Tech Rescue Team
- b) Washtenaw County HazMat Team

The Fire Marshal had these activities / events for the month of June 2020:

- 1) Plan Reviews: 4
- 2) Building Inspections: 8
- 3) Fireworks Inspections: 2
- 4) Fire Investigations: 4
- 5) Completed Covid 19 screenings for staff
- 6) Zoom meetings: 5
- 7) Assisted in landscaping all 3 Fire Stations

The Fire Chief attended these meetings / events for the month of June 2020:

- 1) Landscaping Improvements for all 3 Fire Stations
- 2) Mutual Aid zoom meeting
- 3) WAMAA zoom meeting
- 4) Covid 19 budget review
- 5) Obtained estimates from Menards / Home Depot / Lowes for HQ kitchen improvement
- 6) Meeting with Rapid Roofing – HQ issue
- 7) Obtained asphalt estimates for Stations 3 & 4
- 8) LOGIS tablet upgrades
- 9) Washtenaw County Emergency Operations zoom meeting
- 10) Entry level interviews for new hires
- 11) Meeting with Mott's Car Seat representative
- 12) EMS licenses with State of Michigan
- 13) US 12 Bypass community meeting
- 14) Meeting with Shamrock Flooring – Station 3
- 15) Assisted in Cypress Pointe Fire Investigation
- 16) Assisted in Covid 19 screenings for staff
- 17) EMS Inspections for Engines 14-3 & 14-4
- 18) Preliminary 2021 Budget

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

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

This month the total fire loss, including vehicle fires, is estimated at **\$393,600.00**. All occurred at the following locations:

DATE OF LOSS	ADDRESS	ESTIMATED LOSS
1) 06/01/2020	100 Stevens Drive	\$ 0.00 (cooking)
2) 06/02/2020	WB I-94	\$ 0.00 (vehicle)
3) 06/09/2020	6584 Stony Creek	\$ 0.00 (trash in garbage truck)
4) 06/13/2020	Woodruff @ Wiard	\$ 25,000.00 (vehicle)
5) 06/15/2020	460 Greenlawn	\$ 500.00 (dryer)
6) 06/16/2020	Ecorse @ Wiard	\$ 8,000.00 (vehicle)
7) 06/17/2020	1500 Service Drive	\$ 0.00 (grass)
8) 06/17/2020	770 Allen	\$ 0.00 (fire / other)
9) 06/18/2020	1216 Woodglen	\$ 65,000.00 (building)
10)06/18/2020	Textile @ Bunton	\$ 0.00 (grass)
11)06/18/2020	1145 W Michigan	\$ 100.00 (brush)
12)06/19/2020	5077 Pecan	\$ 0.00 (Mutual Aid – Pittsfield Township)
13)06/20/2020	119 College Pl #11	\$ 0.00 (Mutual Aid – City of Ypsilanti_
14)06/20/2020	Parkwood @ Ford Blvd	\$ 0.00 (outside rubbish)
15)06/21/2020	1771 E Michigan	\$ 100.00 (brush)
16)06/22/2020	7292 Cypress Pointe Dr	\$ 160,000.00 (building)
17)06/24/2020	49070 Denton	\$ 0.00 (Mutual Aid – Van Buren Twp)
18)06/28/2020	860 Twin Towers	\$ 125,000.00 (building)
19)06/30/2020	1305 Commonwealth	\$ 10,000.00 (building)

Respectfully submitted,

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

Attachment: Image Trend Incident Type Report (Summary): 06/01/2020 – 06/30/2020

Ypsilanti Township - Incident Type Report (Summary)
monthly

Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
Incident Type Category (FD1.21): 1 - Fire						
100 - Fire, other	1	0.27%				
111 - Building fire	7	1.91%	300000.00	60000.00	360000.00	91.46%
112 - Fires in structure other than in a building	1	0.27%	0.00	500.00	500.00	0.13%
113 - Cooking fire, confined to container	1	0.27%				
118 - Trash or rubbish fire, contained	1	0.27%				
131 - Passenger vehicle fire	3	0.82%	32500.00	500.00	33000.00	8.38%
142 - Brush or brush-and-grass mixture fire	1	0.27%	100.00	0.00	100.00	0.03%
143 - Grass fire	2	0.55%	0.00	0.00	0.00	0.00%
150 - Outside rubbish fire, other	1	0.27%	0.00	0.00	0.00	0.00%
151 - Outside rubbish, trash or waste fire	1	0.27%				
Total: 19		Total: 5.19%	Total: 332600.00	Total: 61000.00	Total: 393600.00	Total: 100.00%
Incident Type Category (FD1.21): 2 - Overpressure Rupture, Explosion, Overheat (No Fire)						
251 - Excessive heat, scorch burns with no ignition	1	0.27%				
Total: 1		Total: 0.27%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 3 - Rescue & Emergency Medical Service Incident						
300 - Rescue, EMS incident, other	15	4.10%				
311 - Medical assist, assist EMS crew	33	9.02%				
320 - Emergency medical service, other	11	3.01%				
321 - EMS call, excluding vehicle accident with injury	31	8.47%				
322 - Motor vehicle accident with injuries	8	2.19%				
323 - Motor vehicle/pedestrian accident (MV Ped)	1	0.27%				
324 - Motor vehicle accident with no injuries.	15	4.10%				
Total: 114		Total: 31.15%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 4 - Hazardous Condition (No Fire)						
424 - Carbon monoxide incident	3	0.82%				
440 - Electrical wiring/equipment problem, other	5	1.37%				
443 - Breakdown of light ballast	1	0.27%				
444 - Power line down	10	2.73%				
445 - Arcing, shorted electrical equipment	1	0.27%				
481 - Attempt to burn	1	0.27%				
Total: 21		Total: 5.74%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 5 - Service Call						
500 - Service call, other	3	0.82%				
510 - Person in distress, other	2	0.55%				
511 - Lock-out	1	0.27%				
522 - Water or steam leak	1	0.27%				
531 - Smoke or odor removal	9	2.46%				
542 - Animal rescue	3	0.82%				
550 - Public service assistance, other	2	0.55%				
551 - Assist police or other governmental agency	4	1.09%				
552 - Police matter	1	0.27%				
553 - Public service	1	0.27%				
554 - Assist invalid	1	0.27%				
561 - Unauthorized burning	3	0.82%				

Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
571 - Cover assignment, standby, moveup	1	0.27%				
Total: 32		Total: 8.74%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 6 - Good Intent Call						
600 - Good intent call, other	1	0.27%				
611 - Dispatched and cancelled en route	146	39.89%				
622 - No incident found on arrival at dispatch address	5	1.37%				
651 - Smoke scare, odor of smoke	4	1.09%				
Total: 156		Total: 42.62%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 7 - False Alarm & False Call						
700 - False alarm or false call, other	5	1.37%				
715 - Local alarm system, malicious false alarm	1	0.27%				
730 - System malfunction, other	1	0.27%				
733 - Smoke detector activation due to malfunction	1	0.27%				
735 - Alarm system sounded due to malfunction	4	1.09%				
743 - Smoke detector activation, no fire - unintentional	3	0.82%				
744 - Detector activation, no fire - unintentional	1	0.27%				
745 - Alarm system activation, no fire - unintentional	5	1.37%				
746 - Carbon monoxide detector activation, no CO	2	0.55%				
Total: 23		Total: 6.28%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Total: 366		Total: 100.00%	Total: 332600.00	Total: 61000.00	Total: 393600.00	Total: 100.00%



WASHTENAW COUNTY OFFICE OF THE SHERIFF



JERRY L. CLAYTON
SHERIFF

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

MARK A. PTASZEK
UNDERSHERIFF

To: Brenda Stumbo, Ypsilanti Township Supervisor
From: Chad Teets, Police Services Lieutenant
Cc: Mike Radzik, Ypsilanti Township Police Administrator & Ypsilanti Township Board
Keith Flores, WCSO Police Services Commander, Nancy Hansen, WCSO Police Services Captain
Date: August 11, 2020
Re: July 2020 Police Services Monthly Report

SUMMARY:

During the month of July 2020, there were 3886 calls for service in Ypsilanti Township, a 1% decrease in calls for service as compared to July 2019.

OPERATIONS

During July 2020, Patrol Operations responded to calls for service, conducted traffic enforcement and supported the Governor's Executive Order in regard to the eradication of COVID-19.

The month of July yielded a decrease in home invasions of 47% (9 compared to 17 in 2019). The most common element in the vast majority of these incidents was a domestic relationship between the victim and suspect which ultimately resulted in an unauthorized entry into a residence. Additional incidents involved forceful entries into homes utilizing various means. The best prevention methods for a typical residential home invasion are to keep all windows and doors locked, including deadbolts, while away from home. External lighting and visual deterrents such as "Beware of Dog" or alarm signage also discourages criminals.

A reduction of breaking and entering (non-residential buildings) incidents was found, 3 compared to 8 in 2019 (a 63% reduction).

A reduction of robberies was also found during the month of July, 3 compared to 6 in 2019 (a 50% reduction).

A continued increase in vehicle thefts (UDAAs) was found, 15 compared to 9 in 2019 (a 67% increase). Citizens are reminded to lock all vehicle doors and keep ignition keys in separate and secure areas in order to prevent such thefts. Valuables, if left in a vehicle, should be placed in a concealed location. The following website provides further information regarding the reduction of potential for theft of your vehicle, common vehicles targeted, and further information.

<https://www.nhtsa.gov/road-safety/vehicle-theft-prevention>

During the month, Ypsilanti Twp saw another monthly decrease in larceny-based crimes, 42 in 2020 as opposed to 69 in 2019; a 39% reduction. The Sheriff's Office has directed additional visibility patrols in the neighborhoods with statistics supporting such offenses.

*Public Safety – Quality Service – Strong Communities
Serving Washtenaw County since 1823*



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UNDERSHERIFF

YOUTH INITIATIVE

The Sheriff's Office continues to partner with courts, probation and social services to ensure that there is accountability beyond Sheriff's Office contact with the offenders that are consistently involved in crimes. From a year to date perspective, comparing 2020 to the same period in 2019, our juvenile offenses and complaints are down 10.7% (from 130 to 116) and our runaway complaints are down 85.7%, 7 in July 2019 compared to 1 in July 2020.

COMMUNITY ACTION TEAM

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

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

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

WASHTENAW ALERT (EVERBRIDGE)

As a reminder for residents they can sign up for "Up-to-the-minute updates" from the Washtenaw County Sheriff's Office by email or cell phone at www.washtenaw.org/alerts

HOUSE WATCH

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

NEW FACES

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

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

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

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YPSILANTI TOWNSHIP MONTHLY POLICE SERVICES DATA July 2020

JERRY L. CLAYTON
SHERIFF

Incidents	Month 2020	Month 2019	% Change	YTD 2020	YTD 2019	% Change
Traffic Stops	827	974	-15%	3553	5661	-37%
Citations	466	452	3%	2545	3167	-20%
Drunk Driving (OWI)	13	19	-32%	60	63	-5%
Drugged Driving (OUID)	5	5	0%	20	33	-39%
Calls for Service Total	3886	3907	-1%	21030	23654	-11%
Calls for Service <i>(Traffic stops and non-response medicals removed)</i>	2606	2527	3%	14928	15454	-3%
Robberies	3	6	-50%	25	31	-19%
Assaultive Crimes	73	93	-22%	511	515	-1%
Home Invasions	9	17	-47%	63	78	-19%
Breaking and Entering's	3	8	-63%	13	29	-55%
Larcenies	42	69	-39%	265	386	-31%
Vehicle Thefts	15	9	67%	80	60	33%
Traffic Crashes	78	92	-15%	470	634	-26%
Medical Assists	85	69	23%	415	431	-4%
Animal Complaints <i>(ACO Response)</i>	14	50	-72%	121	302	-60%
In/Out of Area Time	Month <i>(minutes)</i>	YTD <i>(minutes)</i>	+ = Positive Change - = Negative Change			
Into Area Time	1386	12406				
Out of Area Time	7100	29523				
Investigative Ops (DB)	34502	278732				
Secondary Road Patrol	867	6389				
County Wide	1772	26773				
	Hours Accum.	Hours Used				
Banked Hours	TBD	TBD	TBD			

July 2020 Ypsilanti TWP Monthly Call Report (WD)

City:Ypsilanti Twp-YPT



Search Criteria: (This report counts for offenses but excludes UCR status of 'Unfounded'.)

Month:	July
Year:	2020
City:	Ypsilanti Twp-YPT

July 2020 Ypsilanti TWP Monthly Call Report (WD)

City:Ypsilanti Twp-YPT

		----- All Offenses that were Attempted or Completed -----						A R R E S T S -----					
CLASS	Description	Jul/2020	Jul/2019	% CHG	YTD 2020	YTD 2019	% CHG	ADULT		JUV		Total	
								Jul/2020	YTD	Jul/2020	YTD	Jul	YTD
09001	MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	2	-100%	3	2	50%	0	2	0	0	0	2
10001	KIDNAPPING/ABDUCTION	0	1	-100%	3	2	50%	0	1	0	0	0	1
10002	PARENTAL KIDNAPPING	0	1	-100%	0	2	-100%	0	0	0	0	0	0
11001	SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	0	2	-100%	10	23	-56.5%	0	1	0	0	0	1
11002	SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	0	1	-100%	2	4	-50%	0	0	0	0	0	0
11003	SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	1	1	0%	4	5	-20%	0	0	0	0	0	0
11004	SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	0	0	0%	4	1	300%	0	0	0	0	0	0
11005	SEXUAL PENETRATION OBJECT -CSC 1ST DEGREE	0	0	0%	0	1	-100%	0	0	0	0	0	0
11006	SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	0	0	0%	1	0	0%	0	0	0	0	0	0
11007	SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	0	0	0%	4	8	-50%	0	0	0	0	0	0
11008	SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	0	3	-100%	8	7	14.28%	0	0	0	0	0	0
12000	ROBBERY	3	6	-50%	25	29	-13.7%	0	2	0	0	0	2
12001	ROBBERY	0	0	0%	1	2	-50%	0	1	0	0	0	1
13001	NONAGGRAVATED ASSAULT	45	45	0%	288	283	1.766%	14	103	0	1	14	104
13002	AGGRAVATED/FELONIOUS ASSAULT	28	31	-9.67%	201	173	16.18%	7	84	1	3	8	87
13003	INTIMIDATION/STALKING	6	9	-33.3%	29	47	-38.2%	0	4	0	0	0	4
20000	ARSON	2	1	100%	5	2	150%	0	0	0	0	0	0
21000	EXTORTION	0	0	0%	1	1	0%	0	0	0	0	0	0
22001	BURGLARY -FORCED ENTRY	10	23	-56.5%	63	89	-29.2%	4	14	1	3	5	17
22002	BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	1	2	-50%	13	18	-27.7%	0	0	0	0	0	0

July 2020 Ypsilanti TWP Monthly Call Report (WD)

City: Ypsilanti Twp-YPT

		----- All Offenses that were Attempted or Completed -----						A R R E S T S -----					
CLASS	Description	Jul/2020	Jul/2019	% CHG	YTD 2020	YTD 2019	% CHG	ADULT		JUV		Total	
								Jul/2020	YTD	Jul/2020	YTD	Jul	YTD
23001	LARCENY -POCKETPICKING	0	0	0%	2	1	100%	0	0	0	0	0	0
23002	LARCENY -PURSESNAATCHING	0	0	0%	4	1	300%	0	0	0	0	0	0
23003	LARCENY -THEFT FROM BUILDING	15	14	7.142%	79	81	-2.46%	1	5	0	1	1	6
23004	LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	0	0	0%	0	12	-100%	0	0	0	0	0	0
23005	LARCENY -THEFT FROM MOTOR VEHICLE	21	44	-52.2%	130	195	-33.3%	0	1	0	0	0	1
23006	LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	0	2	-100%	10	30	-66.6%	0	0	0	0	0	0
23007	LARCENY -OTHER	6	9	-33.3%	41	63	-34.9%	0	2	0	0	0	2
24001	MOTOR VEHICLE THEFT	12	9	33.33%	69	62	11.29%	1	5	0	1	1	6
24002	MOTOR VEHICLE, AS STOLEN PROPERTY	3	3	0%	12	16	-25%	2	8	0	0	2	8
24003	MOTOR VEHICLE FRAUD	1	0	0%	3	1	200%	0	1	0	0	0	1
25000	FORGERY/COUNTERFEITING	0	2	-100%	22	14	57.14%	0	0	0	0	0	0
26001	FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	6	9	-33.3%	51	50	2%	0	0	0	0	0	0
26002	FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	7	14	-50%	50	54	-7.40%	0	1	0	0	0	1
26004	FRAUD -WELFARE FRAUD	0	0	0%	1	0	0%	0	0	0	0	0	0
26005	FRAUD -WIRE FRAUD	3	1	200%	9	7	28.57%	0	0	0	0	0	0
26007	FRAUD - IDENTITY THEFT	5	3	66.66%	37	32	15.62%	0	0	0	0	0	0
26008	FRAUD - HACKING/COMPUTER INVASION	0	0	0%	0	1	-100%	0	0	0	0	0	0
27000	EMBEZZLEMENT	2	1	100%	13	9	44.44%	0	0	0	0	0	0
28000	STOLEN PROPERTY	2	9	-77.7%	10	18	-44.4%	1	9	0	0	1	9
29000	DAMAGE TO PROPERTY	34	35	-2.85%	192	180	6.666%	1	11	0	0	1	11
30001	RETAIL FRAUD -MISREPRESENTATION	0	0	0%	9	5	80%	0	0	0	0	0	0
30002	RETAIL FRAUD -THEFT	3	11	-72.7%	72	68	5.882%	0	8	0	1	0	9
30003	RETAIL FRAUD -REFUND/EXCHANGE	0	1	-100%	0	1	-100%	0	0	0	0	0	0

July 2020 Ypsilanti TWP Monthly Call Report (WD)

City:Ypsilanti Twp-YPT

----- All Offenses that were Attempted or Completed -----								A R R E S T S -----					
CLASS	Description	Jul/2020	Jul/2019	% CHG	YTD 2020	YTD 2019	% CHG	ADULT		JUV		Total	
								Jul/2020	YTD	Jul/2020	YTD	Jul	YTD
35001	VIOLATION OF CONTROLLED SUBSTANCE ACT	6	7	-14.2%	45	37	21.62%	2	15	0	0	2	15
35002	NARCOTIC EQUIPMENT VIOLATIONS	5	3	66.66%	22	14	57.14%	1	2	0	0	1	2
37000	OBSCENITY	0	0	0%	3	1	200%	0	0	0	0	0	0
52001	WEAPONS OFFENSE- CONCEALED	7	7	0%	32	17	88.23%	4	16	0	0	4	16
52003	WEAPONS OFFENSE -OTHER	3	5	-40%	19	14	35.71%	0	2	0	0	0	2
72000	ANIMAL CRUELTY	0	0	0%	3	16	-81.2%	0	0	0	0	0	0
Group A Totals		237	317	-25.2%	1605	1699	-5.53%	38	298	2	10	40	308
22003	BURGLARY - UNLAWFUL ENTRY (NO INTENT)	1	0	0%	3	6	-50%	0	0	0	0	0	0
26006	FRAUD -BAD CHECKS	2	2	0%	9	9	0%	0	0	0	0	0	0
36004	SEX OFFENSE -OTHER	3	1	200%	5	5	0%	0	0	0	0	0	0
38001	FAMILY -ABUSE/NEGLECT NONVIOLENT	6	2	200%	32	24	33.33%	0	1	0	0	0	1
38003	FAMILY -OTHER	0	0	0%	1	0	0%	0	0	0	0	0	0
41002	LIQUOR VIOLATIONS -OTHER	2	2	0%	11	6	83.33%	0	3	0	0	0	3
42000	DRUNKENNESS	0	0	0%	1	1	0%	0	0	0	0	0	0
48000	OBSTRUCTING POLICE	16	17	-5.88%	67	63	6.349%	6	15	0	0	6	15
49000	ESCAPE/FLIGHT	0	0	0%	1	2	-50%	0	1	0	0	0	1
50000	OBSTRUCTING JUSTICE	11	14	-21.4%	87	97	-10.3%	4	12	0	0	4	12
53001	DISORDERLY CONDUCT	4	2	100%	16	13	23.07%	0	1	0	0	0	1
53002	PUBLIC PEACE -OTHER	0	0	0%	1	2	-50%	0	0	0	0	0	0
54001	HIT and RUN MOTOR VEHICLE ACCIDENT	6	3	100%	14	32	-56.2%	1	1	0	0	1	1
54002	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	18	25	-28%	86	125	-31.2%	13	57	0	0	13	57
55000	HEALTH AND SAFETY	1	0	0%	9	17	-47.0%	0	0	0	0	0	0
57001	TRESPASS	0	1	-100%	21	6	250%	0	3	0	0	0	3
58000	SMUGGLING	0	0	0%	2	2	0%	0	0	0	0	0	0
70000	JUVENILE RUNAWAY	1	7	-85.7%	28	37	-24.3%	0	0	0	0	0	0

July 2020 Ypsilanti TWP Monthly Call Report (WD)

City:Ypsilanti Twp-YPT

		----- All Offenses that were Attempted or Completed -----						A R R E S T S -----					
CLASS	Description	Jul/2020	Jul/2019	% CHG	YTD 2020	YTD 2019	% CHG	ADULT		JUV		Total	
								Jul/2020	YTD	Jul/2020	YTD	Jul	YTD
73000	MISCELLANEOUS CRIMINAL OFFENSE	2	2	0%	54	13	315.3%	0	0	0	0	0	0
Group B Totals		73	78	-6.41%	448	460	-2.60%	24	94	0	0	24	94
2800	JUVENILE OFFENSES AND COMPLAINTS	22	19	15.78%	116	130	-10.7%	0	0	0	0	0	0
2900	TRAFFIC OFFENSES	37	38	-2.63%	147	148	-0.67%	0	2	0	0	0	2
3000	WARRANTS	38	62	-38.7%	238	365	-34.7%	23	167	1	3	24	170
3100	TRAFFIC CRASHES	105	106	-0.94%	577	740	-22.0%	0	0	0	0	0	0
3200	SICK / INJURY COMPLAINT	186	181	2.762%	1102	1094	0.731%	0	0	0	0	0	0
3300	MISCELLANEOUS COMPLAINTS	854	841	1.545%	5015	4812	4.218%	0	0	0	0	0	0
3400	WATERCRAFT COMPLAINTS / ACCIDENTS	1	3	-66.6%	3	7	-57.1%	0	0	0	0	0	0
3500	NON - CRIMINAL COMPLAINTS	1129	898	25.72%	6458	5582	15.69%	0	1	0	3	0	4
3700	MISCELLANEOUS TRAFFIC COMPLAINTS	941	1011	-6.92%	4211	6451	-34.7%	0	2	0	0	0	2
3800	ANIMAL COMPLAINTS	72	86	-16.2%	380	485	-21.6%	0	0	0	0	0	0
3900	ALARMS	168	175	-4%	951	1134	-16.1%	0	0	0	0	0	0
Group C Totals		3553	3420	3.888%	19198	20948	-8.35%	23	172	1	6	24	178
4000	HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%	8	21	-61.9%	0	0	0	0	0	0
4100	NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%	1	2	-50%	0	0	0	0	0	0
4200	PARKING CITATIONS	0	1	-100%	9	14	-35.7%	0	0	0	0	0	0
4300	LICENSE / TITLE / REGISTRATION CITATIONS	3	2	50%	6	7	-14.2%	0	0	0	0	0	0
4500	MISCELLANEOUS A THROUGH UUUU	9	9	0%	122	77	58.44%	0	0	0	0	0	0
4900	TRAFFIC WARNINGS	0	0	0%	0	2	-100%	0	0	0	0	0	0
Group D Totals		12	12	0%	146	123	18.69%	0	0	0	0	0	0
5000	FIRE CLASSIFICATIONS	0	2	-100%	2	4	-50%	0	0	0	0	0	0
5100	18A STATE CODE FIRE CLASSIFICATIONS	2	1	100%	8	7	14.28%	0	0	0	0	0	0
Group E Totals		2	3	-33.3%	10	11	-9.09%	0	0	0	0	0	0
6000	MISCELLANEOUS ACTIVITIES (6000)	42	82	-48.7%	259	392	-33.9%	0	0	0	0	0	0

July 2020 Ypsilanti TWP Monthly Call Report (WD)

City:Ypsilanti Twp-YPT

		----- All Offenses that were Attempted or Completed -----						A R R E S T S -----					
CLASS	Description	Jul/2020	Jul/2019	% CHG	YTD 2020	YTD 2019	% CHG	ADULT		JUV		Total	
								Jul/2020	YTD	Jul/2020	YTD	Jul	YTD
6100	MISCELLANEOUS ACTIVITIES (6100)	131	130	0.769%	774	845	-8.40%	0	0	0	0	0	0
6300	CANINE ACTIVITIES	2	11	-81.8%	45	54	-16.6%	0	0	0	0	0	0
6500	CRIME PREVENTION ACTIVITIES	7	9	-22.2%	43	57	-24.5%	0	0	0	0	0	0
6600	COURT / WARRANT ACTIVITIES	0	5	-100%	2	8	-75%	0	0	0	0	0	0
6700	INVESTIGATIVE ACTIVITIES	22	18	22.22%	142	100	42%	0	0	0	0	0	0
Group F Totals		204	255	-20%	1265	1456	-13.1%	0	0	0	0	0	0
City : Ypsilanti Twp Totals		4081	4085	-0.09%	22672	24697	-8.19%	85	564	3	16	88	580



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, AUGUST 18, 2020

7:00 P.M.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
4. PUBLIC COMMENTS
5. CONSENT AGENDA
 - A. MINUTES OF THE JULY 21, 2020 REGULAR MEETING
 - B. STATEMENTS AND CHECKS
 1. STATEMENTS AND CHECKS FOR AUGUST 4, 2020 IN THE AMOUNT OF \$561,267.79
 2. STATEMENTS AND CHECKS FOR AUGUST 18, 2020 IN THE AMOUNT OF \$1,766,265.59
 3. CHOICE HEALTHCARE DEDUCTIBLE ACH EFT FOR JULY 2020 IN THE AMOUNT OF \$29,621.18
 4. CHOICE HEALTHCARE ADMIN FEE FOR JULY 2020 IN THE AMOUNT OF \$1,190.50
 - C. JULY 2020 TREASURER'S REPORT
6. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

NEW BUSINESS

1. 1ST READING OF PROPOSED ORDINANCE 2020-493, AN ORDINANCE TO AMEND CHAPTER 62, ARTICLE IV, SECTION 62-77 OF THE CODE OF ORDINANCES, CHARTER TOWNSHIP OF YPSILANTI, TO ADJUST SEWAGE DISPOSAL RATES
2. 1ST READING OF RESOLUTION 2020-18, PROPOSED ORDINANCE 2020-492, AN ORDINANCE AMENDING THE ZONING CODE, SECTION 306, SCHEDULE OF USES, MEDICAL MARIJUANA DISPENSARIES AND MEDICAL MARIJUANA NURSERIES
3. REQUEST TO APPROVE AGREEMENT OF SUBAWARD OF FEDERAL FINANCIAL ASSISTANCE WITH WASHTENAW COUNTY FOR CONSTRUCTION OF A BUS STOP AT SCHOONER COVE
4. REQUEST TO APPROVE CONTRACT DOCUMENTS WITH BEST ASPHALT FOR CONSTRUCTION OF THE SCHOONER COVE BUS STOP

5. REQUEST TO WAIVE THE FINANCIAL POLICY AND APPROVE THE QUOTE FROM RHM FLUID POWER IN THE AMOUNT OF \$11,918.00 BUDGETED IN LINE ITEM #252-252-000-930-000 TO DESIGN, BUILD AND INSTALL CONTROL COMPONENTS FOR GATES 1 AND 2
6. REQUEST TO AUTHORIZE CIRCUIT COURT LITIGATION TO ABATE PUBLIC NUISANCE AT 281 OHIO ST., 2688 PEACHCREST ST., AND 1448 NASH AVE. BUDGETED IN LINE ITEM #101-950-000-801-023
7. REQUEST TO PURCHASE A HIGH SPEED SCANNER FROM HART INTERCIVC IN THE AMOUNT OF \$124,405.00 BUDGETED IN LINE ITEM # 101-215-000-977-000 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT AND APPROVAL OF A GRANT FROM THE STATE OF MICHIGAN IN THE AMOUNT OF \$30,000.00 BRINGING THE COST OF THE SCANNER TO \$94,405.00
8. REQUEST TO SET A PUBLIC HEARING FOR THE CREATION OF STREETLIGHT SPECIAL ASSESSMENT DISTRICT FOR CRYSTAL PONDS ON SEPTEMBER 15, 2020 AT APPROXIMATELY 7:00PM
9. REQUEST TO SET A PUBLIC HEARING FOR THE CREATION OF A NEIGHBORHOOD SECURITY CAMERA SPECIAL ASSESSMENT DISTRICT FOR CRYSTAL PONDS ON SEPTEMBER 15, 2020 AT APPROXIMATELY 7:00PM
10. BUDGET AMENDMENT #9

AUTHORIZATIONS AND BIDS

1. REQUEST TO SEEK SEALED BIDS FOR A FIVE YEAR LEASE FOR THE GOLF CART FLEET AT GREEN OAKS GOLF COURSE
2. REQUEST TO APPROVE THE PROPOSAL FROM COFFEE TREE GROUP FOR MANAGED DETECTION AND RESPONSE SERVICE AND TO APPROVE SIGNING OF THE AGREEMENT PENDING ATTORNEY REVIEW
3. REQUEST TO SEEK QUALIFICATIONS FOR CONSULTING SERVICES FOR THE DEVELOPMENT OF A REBUILT TOWNSHIP WEBSITE

OTHER BUSINESS

1. DISCUSSION ON DOG PARK AT LAKESIDE PARK
2. DISCUSSION ON EQUITY COMMITTEE

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
August 18, 2020 7:00pm**

PLEASE TAKE NOTICE that the Charter Township of Ypsilanti Board of Trustees will hold a Regular Meeting scheduled for **August 18, 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 Order 2020-129.

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: Aug 18, 2020 07:00 PM Eastern Time (US and Canada)

Topic: Township Board of Trustees Regular Meeting August 18, 2020

Please click the link below to join the webinar:

<https://ytown.zoom.us/j/97872087719>

Or iPhone one-tap :

US: +13126266799,,97872087719# or +19292056099,,97872087719#

Or Telephone:

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

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

Webinar ID: 978 7208 7719

International numbers available: <https://ytown.zoom.us/j/97872087719>

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:

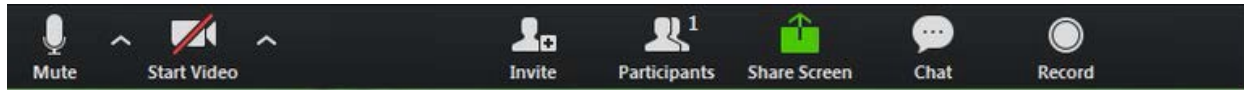
1. At the start time of your meeting, enter the link to join via computer. You may be instructed to download the Zoom application.
2. You have an opportunity to test your audio at this point by clicking on “Test Computer Audio.” Once you are satisfied that your audio works, click on “Join audio by computer.”

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 JULY 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.

The Recording did not record this meeting until the middle of Old Business.

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

Members Absent: none

Legal Counsel: Wm. Douglas Winters

PUBLIC HEARING

- A. VARIANCE TO THE PRIVATE ROAD ORDINANCE, SECTION 47-28.1, PRIVATE DRIVEWAY DESIGN STANDARDS, SUB-SECTION (A), FOR ONE (1) PRIVATE DRIVEWAY TO ACCESS TWO (2) LOTS ZONED R-1, SINGLE FAMILY RESIDENTIAL WERE ONLY (1) LOT CAN BE ACCESSED BY A PRIVATE DRIVEWAY FOR SITES ZONED R-1, SINGLE FAMILY RESIDENTIAL, LOCATED AT 5485 MERRITT RD., PARCEL #K-11-30-300-045 AND 5507 MERRITT RD., PARCEL #K-11-30-400-018**

Supervisor Stumbo opened the Public Hearing at 7:00pm.

Charlotte Wilson, Planning and Zoning Coordinator stated it was permitted to have two homes use one driveway.

Michael Radzik, OCS Director stated they were installing a fire suppression system in the home and building a T turn around driveway. He said there would be a maintenance agreement and a recorded easement.

Mr. & Mrs. Fielder, Township Resident asked questions regarding the variance.

Supervisor Stumbo closed the Public Hearing at 7:12pm.

PUBLIC COMMENTS

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JULY 21, 2020 REGULAR BOARD MEETING
PAGE 2**

CONSENT AGENDA

A. MINUTES OF THE JUNE 16, 2020 REGULAR MEETING

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR JUNE 7, 2020 IN THE AMOUNT OF \$3,307,224.64**
- 2. STATEMENTS AND CHECKS FOR JULY 21, 2020 IN THE AMOUNT OF \$891,503.51**
- 3. CHOICE HEALTHCARE DEDUCTIBLE ACH EFT FOR JUNE 2020 IN THE AMOUNT OF \$36,975.91**
- 4. CHOICE HEALTHCARE ADMIN FEE FOR MAY 2020 IN THE AMOUNT OF \$1,200.50**

C. JUNE 2020 TREASURER’S REPORT

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to Approve the Consent Agenda.

The motion carried. Trustee Eldridge and Trustee Monica Ross-Williams voted against the motion.

ATTORNEY REPORT

GENERAL LEGAL UPDATE

OLD BUSINESS

- 1. 2nd READING OF RESOLUTION 2020-13, PROPOSED ORDINANCE 2020-491, AMENDING THE CHARTER TOWNSHIP OF YPSILANTI’S CODE OF ORDINANCES TO CLARIFY THE PROCEDURE FOR THE ESTABLISHMENT OF “HOUSES OF WORSHIP” IN CONFORMITY WITH THE REQUIREMENTS OF THE RELIGIOUS LAND USE AND INSTITUTIONALIZED PERSONS ACT (1st READING HELD AT THE JUNE 16, 2020 REGULAR MEETING)**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve the 2nd Reading of Resolution 2020-13, Proposed Ordinance 2020-491, Amending the Charter Township of Ypsilanti’s Code of Ordinances to Clarify the Procedure for the Establishment of “Houses of Worship” in conformity with the Requirements of the Religious Land Use and Institutionalized Persons Act (see attached)

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

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

The motion carried unanimously.

NEW BUSINESS

- 1. REQUEST TO APPROVE A VARIANCE TO THE PRIVATE ROAD ORDINANCE, SECTION 47-28.1, PRIVATE DRIVEWAY DESIGN STANDARDS, SUB-SECTION (A), FOR ONE (1) PRIVATE DRIVEWAY TO ACCESS TWO (2) LOTS ZONED R-1, SINGLE FAMILY RESIDENTIAL WHERE ONLY (1) LOT CAN BE ACCESSED BY A PRIVATE DRIVEWAY FOR SITES ZONED R-1, SINGLE FAMILY RESIDENTIAL, LOCATED AT 5485 MERRITT RD., PARCEL #K-11-30-300-045 AND 5507 MERRITT RD., PARCEL #K-11-30-400-018**

A motion was made by Treasurer Doe, supported by Trustee Jarrell Roe to Approve a Variance to the Private Road Ordinance, Section 47-28.1, Private Driveway Design Standards, Sub-Section (A), for One (1) Private Driveway to Access Two (2) Lots Zoned R-1, Single Family Residential Where only (1) Lot can be Accessed by a Private Driveway for Sites Zoned R-1, Single Family Residential, Located at 5485 Merritt Rd., Parcel #K-11-30-300-045 and 5507 Merritt Rd., Parcel #k-11-30-400-018.

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

The motion was carried unanimously.

- 2. REQUEST APPROVAL OF THE COMCAST UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve the Comcast Uniform Video Service Local Franchise Agreement (see attached).

The motion was carried unanimously.

- 3. REQUEST TO CONFIRM AUTHORIZATION FOR CIRCUIT COURT LITIGATION TO ABATE PUBLIC NUISANCES AT 6580 RAWSONVILLE RD., 590 CALDER AVE., 568 ONANDAGA AVE., 1433 HARRY ST., AND PAINT CREEK SHOPPING CENTER LOCATED AT 2040 WHITTAKER RD., BUDGETED IN LINE ITEM #101-950-000-801-023**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve Request to Confirm Authorization for Circuit Court Litigation to Abate Public Nuisances at 6580 Rawsonville Rd., 590 Calder Ave., 568 Onandaga Ave., 1433 Harry St., and Paint Creek Shopping Center Located at 2040 Whittaker Rd., Budgeted in Line Item #101-950-000-801-023.

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

The motion carried unanimously.

- 4. REQUEST TO CONFIRM AUTHORIZATION FOR CIRCUIT COURT LITIGATION TO ABATE PUBLIC NUISANCES BY PADLOCKING AT 1339 JEFFERY ST., 730 CALDER AVE., AND 1564 VILLAGE LANE BUDGETED IN LINE ITEM #101-950-000-801-023**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Request to Confirm Authorization for Circuit Court Litigation to Abate Public Nuisances by Padlocking at 1339 Jeffery St., 730 Calder Ave., and 1564 Village Lane Budgeted in Line Item #101-950-000-801-023.

Attorney Winters stated that all three have a fire arm violation along with drug violations. He said all three of these addresses have had numerous calls for services.

Michael Radzik, OCS Director stated several years ago they went to Lansing to get State Law changed to give the Township the legal standing to file these cases. He said up until then it was only the Attorney Generals' office at the State level and the County Prosecutor at the County level who could handle these cases.

The motion carried unanimously.

- 5. REQUEST TO WAIVE THE FINANCIAL POLICY AND ACCEPT THE PROPOSAL FROM LOWES FOR REPLACEMENT OF KITCHEN CABINETS AND COUNTERTOPS AT FIRE STATION HEADQUARTERS LOCATED AT 222 S. FORD BLVD. AND COUNTERTOP AT STATION 3 LOCATED AT 20 S. HEWITT IN THE AMOUNT OF \$25,553.09 BUDGETED IN LINE ITEM #206-970-000-971-008**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Eldridge to Approve Request to Waive the Financial Policy and Accept the Proposal from Lowes for Replacement of Kitchen Cabinets and Countertops at Fire Station Headquarters Located at 222 S. Ford Blvd. and Countertop at Station 3 Located at 20 S. Hewitt in the Amount of \$25,553.09 Budgeted in Line Item #206-970-000-971-008.

The motion carried unanimously.

- 6. REQUEST TO WAIVE THE FINANCIAL POLICY AND APPROVE THE LOW QUOTE FROM BADER & SONS FOR THE PURCHASE OF A JOHN DEERE TRACTOR FOR \$42,253.11 BUDGETED IN LINE ITEM #101-774-000-977-000**

A motion was made by Trustee Eldridge, supported by Treasurer Doe to Approve the Request to Waive the Financial Policy and Approve the Low Quote from Bader & Sons for the Purchase of a John Deere Tractor for \$42,253.11 Budgeted in Line Item #101-774-000-977-000.

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

The motion carried unanimously.

**7. RESOLUTION 2020-14, IN SUPPORT OF US-12/M-17 (WIARD TO I-94)
IMPROVEMENTS**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Approve the Resolution 202-14, in Support of US-12/M-17 (Wiard to I-94) Improvements (see attached).

Supervisor Stumbo stated this is the first step in getting the changes made.

Matt Parks, OHM stated that this just lays down the intent of the project and then we will be able to work with MDOT and the residents to move the project forward.

Supervisor Stumbo stated we have an \$8 million dollar grant and it must be completed next year because the grant requires it.

Trustee Ross Williams said she wanted to thank the West Willow Safety Committee, JoAnn McCollum, Larry Doe, Brenda Stumbo, and Ronnie Peterson for all their help with this project.

The motion carried unanimously.

**8. RESOLUTION 2020-16, 2020 MICHIGAN LAND AND WATER CONSERVATION
FUND DEVELOPMENT GRANT FOR COMMUNITY CENTER PARK**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Resolution 2020-16, 2020 Michigan Land and Water Conservation Fund Development Grant for Community Center Park (see attached).

The motion carried unanimously.

**9. RESOLUTION 2020-17, 2020 MICHIGAN RECREATION PASSPORT GRANT
FOR CLUBVIEW PARK**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve Resolution 2020-17, 2020 Michigan Recreation Passport Grant for Clubview Park (see attached).

The motion carried unanimously.

10. BUDGET AMENDMENT #8

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve by Budget Amendment #8 (see attached).

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JULY 21, 2020 REGULAR BOARD MEETING
PAGE 6**

AUTHORIZATIONS AND BIDS

1. REQUEST TO AWARD THE BID FOR SOLID WASTE, RECYCLING AND YARD WASTE TO WASTE MANAGEMENT

A motion was made by Clerk Lovejoy Roe supported by Trustee Eldridge to Approve the Request to Award the Bid for Solid Waste, Recycling and Yard Waste to Waste Management.

Trustee Ross-Williams asked if this proposal includes the 96 gallon totes to all areas of the Township.

Trustee Eldridge thank Attorney Winters and Michael Hoffmeister for all their help.

Clerk Lovejoy Roe thanked Michael Hoffmeister for all his help and also to Attorney Winters.

Sam with GFL thanked the board for allowing them to bid on this contract although he said the board went with a different company. He said that GFL has made a substantial investment in the township and they would have loved to have the townships' business. He said they offered what they thought was an option that was financially responsible which would have allowed all residents to have a recycling option. He said he hoped they would see the township again in the next contract.

Michael Hoffmeister said that Larry Doe, Attorney Winters, Brenda Stumbo and Javonna Neel helped out in finalizing this contract. He said the goal was to get all the residents a trash cart and study the recycling process over the next year.

Supervisor Stumbo stated that this contract is over what the millage is and in order to offer recycling we will have to look into this further so we will have options available for residents. She said the totes should be delivered to residents by the end of September.

The motion carried unanimously.

BOARD MEMBER UPDATES

Trustee Ross-Williams said she learned the township and the City of Ypsilanti would be getting a reduction in the AAATA service. She said she hoped AAATA would look at other solutions so they don't eliminate the Schooner Cove area.

Clerk Lovejoy Roe stated the projections right now for the November election was a turn out of 70%-75% and out of those about 75% will vote absentee. She said that has created a huge crisis all over the state with the ability to handle that

**CHARTER TOWNSHIP OF YPSILANTI
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volume of absentee ballots. She said the State has come up with some funding. She said legislation has been passed to allow multi-jurisdictions to combine AV count boards. She said they can combine to purchase high speed tabulators and share the cost. She said to handle the projected 27,000 absentee voters for November we would have to purchase additional tabulators which would cost \$33,000.00. She said we have the opportunity to join with Pittsfield, Superior, and the City of Ypsilanti which our cost up front would be \$28,000.00. She said there would be less workers needed with the high speed tabulators which would be a savings in the work force. She said she would bring the exact numbers back to the board.

She said we are close to 11,000 ballots out and said she is short workers on election day and would like to hire an additional three workers. She said in the past we had people from other departments that we won't have on election day. She said some of her staff and the extra workers in the Clerks' office will be working the precincts on election day.

Supervisor Stumbo asked how many ballots have come back so far. Clerk Lovejoy Roe stated about 3000.

Trustee Wilson thanked Ricky Jefferson making him aware of the changes with AAATA. He said if anyone wanted to voice their concern they can send messages to Matt Carpenter at AAATA and they are having a ZOOM meeting Thursday at 6:30. He said go to TheRide.org if you want to attend that meeting. He encouraged residents to stay on top of things not only with the township but also with the school district as Ypsilanti Schools were planning on eliminating the resource officers for the upcoming school year.

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

Motion carried unanimously.

The meeting was adjourned at approximately 8:37 PM.

Respectfully Submitted,

**Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti**

**Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti**

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2020-13 (In Reference to Ordinance 2020-491)

Amending the Charter Township of Ypsilanti's Code of Ordinances to Clarify the Procedure for the Establishment of "Houses of Worship" in Conformity with the Requirements of the Religious Land Use and Institutionalized Persons Act

Whereas, at its regularly scheduled meeting held **May 26, 2020**, the Charter Township of Ypsilanti (Township) Planning Commission (Commission) recommended to the Township Board of Trustees (Board) changes to its Zoning Code to accommodate the requirements of the Federal "**Religious Land Use and Institutionalized Persons Act;**" and

Whereas, the changes recommended by the Commission include:

1. AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE II: "Definitions" by adding the following to Section 201:

House of Worship: A site used for or intended for the regular assembly of persons for the conducting of religious services and accessory uses therewith.

2. AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE III: "Zoning Districts and Map" by amending Section 306 "**Schedule of Uses**", sub-section 3, table "**Residential Districts Use Table**", so as to make the process for establishing a "**House of Worship**" in various residential zoning districts compatible with other similar uses.

3. AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE III: "Zoning Districts and Map" by amending Section 306 "**Schedule of Uses**", sub-section 6, Table "**Industrial Use**" so as to require a "**House of Worship**" to obtain a special conditional use permit for establishment in the enumerated industrial districts, specifically, the 1RO district.

4. AMENDMENT TO TOWNSHIP ORDINANCE ARTICLE XXI: "General Provisions" by amending Section 2104 "**Parking Requirements**" for "**Places of Worship.**"

5. AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE XXI: "General Provisions" by removing Section 2118 "**Access to Major Thoroughfares or Collector Streets.**"

6. AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE XVIII: "Specific Land Use Provisions" by amending Section 1805 "**Institutional or community recreation centers and nonprofit swimming pool clubs**" so as to provide requirements for lot size, landscaping, parking, and with respect to the construction of swimming pools, certain safety requirements.

7. AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE XVIII: “Specific Land Use Provisions” by amending Section 1806 “Golf Courses” whether or not operated for profit so as to provide for specific site plan requirements and in the case of construction of a swimming pool, safety requirements.

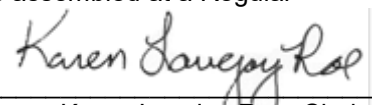
8. AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE XVIII: “Specific Use Provisions” by amending Section 1807 “Colleges and Universities,” to require colleges and universities and other such institutions of higher learning, public and private, offering courses in general, technical or religious education and not operated for profit, be developed only on sites of at least 40 acres in area, not be permitted on any portion of any recorded subdivision plat, and no building shall be closer than 80 feet to any property line.

9. AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE XVIII: “Specific Land Use Provisions” by amending Section 1822 “Restaurants” to provide that restaurants in the OS-1 and B-1 zoning districts meet certain specific conditions; and

Whereas, proposed Ordinance 2020-491 correctly memorializes the recommendations of the Township’s Commission and this Board finds that the adoption of this Ordinance is in the best interest of the Charter Township of Ypsilanti.

Now Therefore, Be it resolved that the Charter Township of Ypsilanti Board of Trustees hereby adopts and incorporates by reference the attached Ordinance No. 2020-491 in its entirety.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2020-13 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on July 21, 2020.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

ORDINANCE 2020-491

An Ordinance Amending the Zoning Code of the Charter Township of Ypsilanti

The Charter Township of Ypsilanti hereby ordains that the Ypsilanti Township Zoning Code, adopted May 18, 1994, shall be amended as follows:

SECTION 1. AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE II:
Township Zoning Ordinance Article II, “Definitions” by amending Section 201 “Definitions”, as follows:

House of Worship: A site used for or intended for the regular assembly of persons for the conducting of religious services and accessory uses therewith.

SECTION 2. AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE III:
Township Zoning Ordinance Article III, “Zoning Districts and Map” by amending Section 306 “Schedule of Uses”, sub-section 3, table “Residential Districts Use Table”, as follows:

Residential Districts Use Table	R-1 to R-5	RM-1 and RM-2	RM-3 and RM-4	RM-5	MHP	Notes
P= Permitted Use S=Special Conditional Use A= Accessory Use -- = Not permitted						
House of Worship	S	P	P	-	P	
Publicly owned and operated libraries	S	P	P	-	P	
Public, parochial and other private elementary schools offering courses in general education, and not operated for profit.	S	-	-	-	-	
Public, parochial and private intermediate and/or secondary schools offering courses in general education, not operated for profit.	S	P	P	-	-	
Publicly owned and operated recreational facilities	S	p	P	-	P	Subject to conditions in section 1805
Institutional or community recreation centers and nonprofit swimming pool clubs	S	P	P	P	P	

SECTION 3. AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE III:
Township Zoning Ordinance Article III, “Zoning Districts and Map” by amending Section 306 “Schedule of Uses”, sub-section 6, table “Industrial Use”, as follows:

Industrial Districts Use Table	IRO	I-1	I-2	I-3	I-C	Notes
P= Permitted Use S=Special Conditional Use A= Accessory Use -- = Not permitted						
House of Worship	S	-	-	-	-	

SECTION 4. AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE XXI:
Township Zoning Ordinance Article XXI, “General Provisions” by amending Section 2104 “Parking Requirements”, to change the following term:

USE		Number of Minimum Parking Spaces Per Unit of Measure	
<i>b.</i>	<i>Institutional</i>		
	(1)	Places of Worship	One for each three seats or six feet of pews in the main unit of worship

SECTION 5. AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE XXI:
Township Zoning Ordinance Article XXI, “General Provisions” by removing Section 2118
“Access to Major Thoroughfares or Collector Streets”

SECTION 6. AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE XVIII:
Township Zoning Ordinance Article XVIII, “Specific Use Provisions” by amending Section 1805
“Institutional or community recreation centers and nonprofit swimming pool clubs”, to amend as
follows:

Institutional or community recreation centers and nonprofit swimming pool clubs, all
subject to the following conditions:

- a. Front, side and rear yards shall be at least 80 feet wide, and shall be landscaped in trees, shrubs, and grass. All such landscaping shall be maintained in a healthy condition. There shall be no parking or structures permitted in these yards, except required entrance drives and those walls used to obscure the use from abutting residential districts.
- b. Off-street parking shall be provided so as to accommodate not less than one-half of the member families and/or individual members. The planning commission may modify the off-street parking requirements in those instances wherein it is specifically determined that the users will originate from the immediately adjacent areas, and will therefore be pedestrian. Prior to the issuance of a building permit or zoning compliance permit, bylaws of the organization shall be provided in order to establish the membership involved for computing the off-street parking requirements. In those cases wherein the proposed use or organization does not have bylaws or formal membership, the off-street parking requirement shall be determined by the planning commission on the basis of usage.
- c. Whenever a swimming pool is constructed under this ordinance, said pool area shall be provided with a protective fence, six feet in height, and entry shall be provided by means of a controlled gate.

SECTION 7. AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE XVIII:
Township Zoning Ordinance Article XVIII, “Specific Use Provisions” by amending Section 1806
“Golf Courses”, to amend as follows:

Golf courses, which may or may not be operated for profit, subject to the following
conditions:

- a. The site plan shall be laid out to achieve a relationship between the major thoroughfare and any proposed service roads, entrances, driveways, and parking areas which will encourage pedestrian and vehicular traffic safety.
- b. In residential zoning districts where golf courses are allowed (R-1 to R-5, RM-1 to RM-4), development features including the principal and accessory buildings and structures shall be so located and related as to minimize the possibilities of any adverse effects upon adjacent property. All principal or accessory buildings shall be not less than 200 feet from any property line abutting residentially zoned lands; provided that where topographic conditions are such that buildings would be screened from view, the planning commission may modify this requirement.
- c. Whenever a swimming pool is to be provided, said pool shall be provided with a protective fence, six feet in height, and entry shall be provided by means of a controlled gate.

SECTION 8. AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE XVIII:
Township Zoning Ordinance Article XVIII, “Specific Use Provisions” by amending Section 1807
“Colleges and universities”, to amend as follows:

Colleges, universities and other such institutions of higher learning, public and private, offering courses in general, technical, or religious education and not operated for profit, all subject to the following conditions:

- a. Any use permitted herein shall be developed only on sites of at least 40 acres in area, and shall not be permitted on any portion of a recorded subdivision plat.
- b. No building shall be closer than 80 feet to any property line.

SECTION 9. AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE XVIII: Township Zoning Ordinance Article XVIII, “Specific Use Provisions” by amending Section 1822 “Restaurants”, to amend as follows:

- a. In the OS-1 and B-1 zoning districts, restaurants must meet the following conditions:
 - 1) Service is wholly within the building and no drive-in facilities are provided.
 - 2) When adjacent to a residential zoning district boundary, the building shall have a minimum setback of 20 feet from the residential zoning district boundary.
 - 3) Parking areas shall be screened from adjacent residential areas in accord with section 2108 and such screening walls shall be constructed of finished materials in harmony with the residential character of abutting residential zones.
 - 4) Outdoor lighting, of a type and location which will not be a nuisance to abutting residential districts, shall be provided. The type of lighting and the location of such lighting shall be included on the plan for review by the planning commission.
 - 5) All access to the site shall be from an existing or planned major or minor thoroughfare, or from a collector street.

SECTION 10. SEVERABILITY. In the event that any one or more sections, provisions, phrases or words of this ordinance shall be found to be invalid by a Court of competent jurisdiction, such holding shall not affect the validity nor the enforceability of the remaining sections, provisions, phrases or words of this Ordinance unless expressly so determined by a Court of competent jurisdiction.

SECTION 11. PUBLICATION. This ordinance shall be published in a newspaper of general circulation as required by law.

SECTION 12. EFFECTIVE DATE: This ordinance shall become effective upon publication in a newspaper of general circulation as required by law.

SECTION 13. REPEAL: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Effective date This Ordinance shall become effective upon publication in a newspaper of general circulation as required by law.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2020-490 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on July 21, 2020 after first being introduced at a Regular Meeting held on June 16, 2020. The motion to approve was made by member Roe and seconded by Eldridge YES: Stumbo, Roe, Doe, Eldridge, Ross Williams, Jarrell Roe, Wilson ABSENT: None NO: None ABSTAIN: None.



Karen Lovejoy Roe, Clerk

Charter Township of Ypsilanti

Published: Thursday, June 25, 2020

INSTRUCTIONS FOR UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

Pursuant to 2006 Public Act 480, MCL 484.3301 *et seq*, any Video Service Provider seeking to provide video service in one or more service areas in the state of Michigan after January 30, 2007, shall file an application for a Uniform Video Service Local Franchise Agreement with the Local Unit of Government ("Franchising Entity") that the Provider wishes to service. Pursuant to Section 2(2) of 2006 PA 480, "Except as otherwise provided by this Act, a person shall not provide video services in any local unit of government without first obtaining a uniform video service local franchise as provided under Section 3." Procedures applicable to incumbent video service providers are set forth below.

As of the effective date (January 1, 2007) of the Act, no existing franchise agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the agreement. The incumbent video Provider, at its option, may continue to provide video services to the Franchising Entity by electing to do one of the following:

1. Terminate the existing franchise agreement before the expiration date of the agreement and enter into a new franchise under a uniform video service local franchise agreement.
2. Continue under the existing franchise agreement amended to include only those provisions required under a uniform video service local franchise.
3. Continue to operate under the terms of an expired franchise until a uniform video service local franchise agreement takes effect. An incumbent video Provider with an expired franchise on the effective date has 120 days after the effective date of the Act to file for a uniform video service local franchise agreement.

On the effective date (January 1, 2007) of the Act, any provisions of an existing Franchise that are inconsistent with or in addition to the provisions of a uniform video service local Franchise Agreement are unreasonable and unenforceable by the Franchising Entity.

If, at a subsequent date, the Provider would like to provide video service to an additional Local Unit of Government, the Provider must file an additional application with that Local Unit of Government.

The forms shall meet the following requirements:

- The Provider must complete both the "Uniform Video Service Local Franchise Agreement" and "Attachment 1 - Uniform Video Service Local Franchise Agreement" forms if they are seeking a new/renewed Franchise Agreement, and send the forms by mail (certified, registered, first-class, return receipt requested, or by a nationally recognized overnight delivery service) to the appropriate Franchising Entity. Until otherwise officially notified by the Franchising Entity, the forms shall be sent to the Clerk or any official with the responsibilities or functions of the Clerk in the Franchising Entity. "**Attachment 2 - Uniform Video Service Local Franchise Agreement**" is not required to be filed at this time *unless it is being used regarding amendments, terminations, or transfers pertaining to an existing Uniform Video Service Local Franchise Agreement.* (Refer to Sections X to XII of the Agreement, as well as Section 3(4-6) of the Act.)
- Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and MUST BE KEPT CONFIDENTIAL.
 1. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

"[insert PROVIDER'S NAME]
[CONFIDENTIAL INFORMATION]"

2. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
3. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

- Responses to all questions must be provided and must be amended appropriately when changes occur.
- All responses must be printed out, typed, signed/dated (where appropriate), and mailed (certified, registered, first class, return receipt requested, or by a national recognized overnight delivery service) to the appropriate party.
- The Agreement and Attachments are templates. Tab through the documents and fill in as appropriate, use the appropriate "dropdown box" (City/Village/Township) when indicated.
- For sections that need explanation, if the Provider runs out of space, the Provider should then submit the application with typed attachments that are clearly identified.
- The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by this Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the franchise agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- A Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under this subsection, the franchise agreement shall be considered complete and the Franchise Agreement approved. The Provider shall notify both the Franchising Entity and the Michigan Public Service Commission of such an approved and completed Agreement by completing **Attachment 3 - Uniform Video Service Local Franchise Agreement**.
- For changes to an existing Uniform Video Service Local Franchise Agreement (amendments, transfers, or terminations), the Provider must complete the "**Attachment 2 - Uniform Video Service Local Franchising Entity**" form, and send the form to the appropriate Franchising Entity.
- For information that is to be submitted to the Michigan Public Service Commission, please use the following address:

Michigan Public Service Commission
Attn: Video Franchising
6545 Mercantile Way
P.O. Box 30221
Lansing, MI 48909

Fax: (517) 284-8304

Questions should be directed to the Telecommunications Division, Michigan Public Service Commission at (517) 284-8100.

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between the Charter Township of Ypsilanti, a Michigan municipal corporation (the "Franchising Entity"), and Comcast of Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC, a Delaware Limited Liability Company doing business as Comcast.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that term as defined in 47 USC 522(5).
- B. "Cable Service" means that term as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

INSTRUCTIONS FOR UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

Pursuant to 2006 Public Act 480, MCL 484.3301 *et seq*, any Video Service Provider seeking to provide video service in one or more service areas in the state of Michigan after January 30, 2007, shall file an application for a Uniform Video Service Local Franchise Agreement with the Local Unit of Government ("Franchising Entity") that the Provider wishes to service. Pursuant to Section 2(2) of 2006 PA 480, "Except as otherwise provided by this Act, a person shall not provide video services in any local unit of government without first obtaining a uniform video service local franchise as provided under Section 3." Procedures applicable to incumbent video service providers are set forth below.

As of the effective date (January 1, 2007) of the Act, no existing franchise agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the agreement. The incumbent video Provider, at its option, may continue to provide video services to the Franchising Entity by electing to do one of the following:

1. Terminate the existing franchise agreement before the expiration date of the agreement and enter into a new franchise under a uniform video service local franchise agreement.
2. Continue under the existing franchise agreement amended to include only those provisions required under a uniform video service local franchise.
3. Continue to operate under the terms of an expired franchise until a uniform video service local franchise agreement takes effect. An incumbent video Provider with an expired franchise on the effective date has 120 days after the effective date of the Act to file for a uniform video service local franchise agreement.

On the effective date (January 1, 2007) of the Act, any provisions of an existing Franchise that are inconsistent with or in addition to the provisions of a uniform video service local Franchise Agreement are unreasonable and unenforceable by the Franchising Entity.

If, at a subsequent date, the Provider would like to provide video service to an additional Local Unit of Government, the Provider must file an additional application with that Local Unit of Government.

The forms shall meet the following requirements:

- The Provider must complete both the "Uniform Video Service Local Franchise Agreement" and "Attachment 1 - Uniform Video Service Local Franchise Agreement" forms if they are seeking a new/renewed Franchise Agreement, and send the forms by mail (certified, registered, first-class, return receipt requested, or by a nationally recognized overnight delivery service) to the appropriate Franchising Entity. Until otherwise officially notified by the Franchising Entity, the forms shall be sent to the Clerk or any official with the responsibilities or functions of the Clerk in the Franchising Entity. "**Attachment 2 - Uniform Video Service Local Franchise Agreement**" is not required to be filed at this time *unless it is being used regarding amendments, terminations, or transfers pertaining to an existing Uniform Video Service Local Franchise Agreement.* (Refer to Sections X to XII of the Agreement, as well as Section 3(4-6) of the Act.)
- Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and MUST BE KEPT CONFIDENTIAL.
 1. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

"[insert PROVIDER'S NAME]
[CONFIDENTIAL INFORMATION]"

2. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
3. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

- Responses to all questions must be provided and must be amended appropriately when changes occur.
- All responses must be printed out, typed, signed/dated (where appropriate), and mailed (certified, registered, first class, return receipt requested, or by a national recognized overnight delivery service) to the appropriate party.
- The Agreement and Attachments are templates. Tab through the documents and fill in as appropriate, use the appropriate "dropdown box" (City/Village/Township) when indicated.
- For sections that need explanation, if the Provider runs out of space, the Provider should then submit the application with typed attachments that are clearly identified.
- The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by this Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the franchise agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- A Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under this subsection, the franchise agreement shall be considered complete and the Franchise Agreement approved. The Provider shall notify both the Franchising Entity and the Michigan Public Service Commission of such an approved and completed Agreement by completing **Attachment 3 - Uniform Video Service Local Franchise Agreement**.
- For changes to an existing Uniform Video Service Local Franchise Agreement (amendments, transfers, or terminations), the Provider must complete the "**Attachment 2 - Uniform Video Service Local Franchising Entity**" form, and send the form to the appropriate Franchising Entity.
- For information that is to be submitted to the Michigan Public Service Commission, please use the following address:

Michigan Public Service Commission
Attn: Video Franchising
6545 Mercantile Way
P.O. Box 30221
Lansing, MI 48909

Fax: (517) 284-8304

Questions should be directed to the Telecommunications Division, Michigan Public Service Commission at (517) 284-8100.

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between the Charter Township of Ypsilanti, a Michigan municipal corporation (the "Franchising Entity"), and Comcast of Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC, a Delaware Limited Liability Company doing business as Comcast.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that term as defined in 47 USC 522(5).
- B. "Cable Service" means that term as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E.** In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F.** Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G.** The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H.** All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I.** Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J.** The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K.** The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A.** The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B.** Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C.** The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E.** In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F.** Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G.** The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H.** All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I.** Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J.** The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K.** The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A.** The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B.** Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C.** The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount 0%) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 0% of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is -----% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[insert PROVIDER'S NAME]
 [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

If to the Provider:
(must provide street address)

Charter Township of Ypsilanti:

Brenda L. Stumbo
Supervisor
Karen Lovejoy Roe
Clerk
7-22-2020

Attn: *Karen Lovejoy Roe*
Fax No.: *734 484-5156*

1.
41112 Concept Dr.
Plymouth, MI 48170
Attn: VP of Government Affairs
Fax No.: 734-892-2159

2.
2605 Circle 75 Pkwy SE
Atlanta, GA 30339
Attn: Sen. Vice President, Government Relations

3.
One Comcast Center
Philadelphia, PA 19103
Attn: Government Affairs Department

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

- A. Governing Law. This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- C. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. Power to Enter. Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

Charter Township of Ypsilanti, a Michigan Municipal Corporation

Comcast of Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC, a Delaware Limited Liability Company doing business as Comcast

Brenda L. Stumbo *Karen Lovejoy Boe*
By Brenda L. Stumbo Karen Lovejoy Boe
Print Name Supervisor Clerk
Title 7200 S. Huron River Dr
Address Ypsilanti, MI 48197
City, State, Zip 734 484-4700
Phone 734 484-5156
Fax klovejoyboe@ytown.org
Email

Craig D'Agostini
By Craig D'Agostini
Print Name Vice President, Government & Regulatory Affairs
Title 41112 Concept Drive
Address Plymouth, MI 48170
City, State, Zip 734 359-2240
Phone 734-892-2159
Fax Craig_D'agostini@cable.comcast.com
Email

FRANCHISE AGREEMENT (Franchising Entity to Complete)

Date submitted: June 18, 2020
Date completed and approved: July 21, 2020

date received
date approved

ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480) (Form must be typed)

Date: June 10, 2020		
Applicant's Name: Comcast of Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC		
Address 1: 41112 Concept Dr.		
Address 2		Phone: 734-254-1525
City: Plymouth	State: MI	Zip: 48170
Federal I.D. No. (FEIN): 31-1063218		

Company executive officers:

Name(s): Craig D'Agostini
Title(s): Vice President of Government & Regulatory Affairs

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Kyle Mazurek		
Title: Manager, External Affairs		
Address: 41112 Concept Dr., Plymouth, MI 48170		
Phone: 734-359-2308	Fax: 734-892-2159	Email: Kyle_Mazurek@comcast.com

Name: Leslie A. Brogan		
Title: Senior Director, Government Affairs		
Address: 1401 E. Miller Rd., Lansing, MI 48911		
Phone: 734-359-2079	Fax: 517-657-3743	Email: Leslie_Brogan@comcast.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

As an incumbent provider, Comcast, is satisfying this requirement by allowing a franchising entity to seek right-of-way related information comparable to that required by a permit under the metropolitan extension telecommunications rights-of-way oversight act, 2002 PA 48, MCL 484.3101 to 484.3120, as set forth in its last cable franchise entered before the effective date of this act.

[Option A: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B: for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date:

For All Applications:

**Verification
(Provider)**

I, Craig D'Agostini, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Craig D'Agostini, Vice President Government & Regulatory Affairs	
Signature: <i>Craig D'Agostini</i>	Date: June 12, 2020

(Franchising Entity)

Charter Township of Ypsilanti, a Michigan municipal corporation

Brenda L. Stumbo | *Karen Lovejoy Roe*
 By
 Brenda L. Stumbo | Karen Lovejoy Roe
 Print Name
 Supervisor | Clerk
 Title
 7200 S. Huron River Dr
 Address
 Ypsilanti, MI 48197
 City, State, Zip
 734 484-4700
 Phone
 734-484-5156
 Fax
 Klovejoyroe@ytown.org
 Email
 7-22-2020
 Date

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2020-14

In Support of US-12/M-17 (Wiard to I-94) Improvements

WHEREAS, US-12/M-17 is under the jurisdiction of the Michigan Department of Transportation (MDOT) throughout its entire length between Wiard Road and Interstate 94 (I-94) within the Charter Township of Ypsilanti; and

WHEREAS, this section of US-12 connects to other roadways owned by MDOT such as the Ecorse Ave (M-17); and

WHEREAS, other roadways are located in the MDOT Right-of-Way such as Service Drive are under the jurisdiction of the Washtenaw County Road Commission (WCRC) as well as other roads that intersect with both US-12 and M-17; and

WHEREAS, the WCRC is assisting the Township by administering funds dedicated to improving this corridor including but not limited to road reconfiguration, lighting, landscaping, and signage enhancements spent on MDOT trunkline and;

WHEREAS, the WCRC engaged a consulting firm, OHM Advisors, to study various options to assess the existing road configuration and assess feasibility to utilize budgeted funds specifically earmarked for this section of MDOT trunkline. The focus of these funds is to promote overall safety, pedestrian connectivity and improved traffic patterns while also enhancing aesthetics and facilitate regional wayfinding.

WHEREAS, the study focused on key goals which include;

1. Slower speeds, especially EB US-12 traffic
2. Minimize cut through traffic in the West Willow Sub from US-12 to Wiard Road
3. Add safety improvements for motorists via streetlights, new pavement markings, and by removing freeway look to US-12 by removing the grade separation bridge and ramp type merge lanes that give the area a freeway feel
4. Add safety improvements for pedestrians by adding sidewalk connectivity and designated lighted road/pedestrian crossing locations
5. Add beautification elements via landscaping and mast arm traffic signals
6. Promote better direction for the motorists by adding wayfinding signs

WHEREAS, a concept figure (Attached) was developed as a basis of design to submit with the study for MDOT review; and

WHEREAS, the project is incorporating improvements being coordinated with DTE that are already under way which include new streetlights along US-12 from Wiard Road to the Washtenaw County line (Phase 1) and along EB and WB US-12 from the end of the I-94 ramps to Wiard Road (Phase 2). Additional Lights are also planned along Ecorse Road from US-12 to Ford Blvd, and along the WB ramp from US-12 to Ecorse Road (Phase 2).

WHEREAS, the concept developed proposes sections of existing roadway will be removed in order to simplify the roadway. These removal sections include:

1. The Dorset connection from south of Ecorse Road to EB US-12
2. The EB Ecorse bridge and ramp to EB US-12
3. The Onandaga connector between EB US-12 and WB US-12

WHEREAS, new sections of roadway are planned to be constructed which include

1. A connector from Ecorse Road to WB and EB US-12
2. Two new boulevard style crossovers to be added, one from EB US-12 to WB US-12, and the other from WB US-12 to EB US-12
3. New road connection from WB US-12 to Ecorse Road

WHEREAS, new traffic signals are being planned in the design which include four (4) intersection traffic signals with mast arm improvements These include improvements at:

1. Intersection of Ford Blvd and Ecorse Road

2. Intersection of Ecorse Road and WB US-12, Ecorse Road and EB US-12 (considered one traffic signal)
3. Intersection of Crossover EB/WB US-12 and WB US-12 if warranted and approved by MDOT
4. Intersection of US-12 and Wiard Road
5. Other signals as warranted and approved by MDOT

WHEREAS pedestrian facilities are being planned which include new sidewalk to help better control pedestrian traffic. Improvements include:

1. New sidewalk to be placed along the south side of the I-94 Service Drive from Dorset St to Hudson St
2. New sidewalk crossing of US-12 at the intersection of Ecorse Road and connectivity to Ford Blvd via new sidewalk along the west side of the Ecorse connector to Ford Blvd. The sidewalk will continue west on the south side of Ecorse Road to Hayes St.

WHEREAS, landscaping is planned in the vicinity of the Ecorse/US-12 intersection area, and near Wiard Road and at various places along the US-12 project area; and

WHEREAS, maintenance of this landscaping will be the responsibility of the Township; and

WHEREAS, new wayfinding signs will be placed along the US-12 and Ecorse roadways possibly highlighting ACM, Willow Airport, Metro Airport, Ann Arbor, Depot Town pending approval from MDOT; and

WHEREAS, maintenance of wayfinding signs will be the responsibility of the Township; and

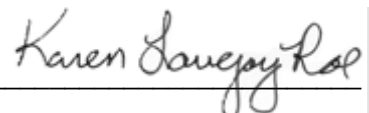
WHEREAS, new roadway striping along US-12 from the end of the I-94 Ramps to Wiard Road (possibly to Ecorse Road/ County Line); and

WHEREAS, the preliminary study and geometrics provided have been considered by the Township and adjacent neighborhoods and presentations were made with opportunities for comment on the following dates:

1. Oct. 4, 2019 – Brainstorming meeting with Stakeholders to come up with concepts.
2. Oct. 29, 2019 – Public meeting to present three concepts (5-lane hwy with signals, 4-lane blvd with signals, 4-lane blvd with roundabouts).
3. Dec. 9, 2019 – Update meeting with Stakeholders to present Preferred Alternative (variation on 4-lane blvd with signals).
4. Dec. 12, 2019 – Public meeting to present Preferred Alternative.
5. Several other meetings with individuals and the Township to explain, modify and adjust the Preferred Alternative to its current as depicted in the attached concept figure (attached).

NOW, THEREFORE, BE IT RESOLVED, that the Charter Township of Ypsilanti hereby asks MDOT to consider the preliminary study, traffic model prepared by OHM and allow for these improvements to US-12 / M-17 contemplated therein, with any such minor refinements deemed necessary by MDOT staff, WCRC or Township, including any necessary striping, signage or signal modifications, using funds dedicated to improving this corridor and section of roadway and for these improvements to be set forth in subsequent contract documents.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2020-14 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on July 21, 2020.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Charter Township of Ypsilanti

RESOLUTION NO. 2020-16

**2020 MICHIGAN LAND AND WATER CONSERVATION FUND DEVELOPMENT
GRANT FOR COMMUNITY CENTER PARK**

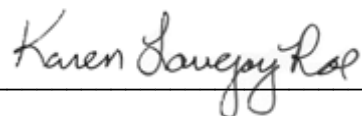
WHEREAS, the Charter Township of Ypsilanti, in Washtenaw County Michigan, supports the submission of an application titled, "Community Center Park Improvements" to the Land and Water Conservation Fund for development of new tennis and pickleball courts at Community Center Park; and,

WHEREAS, the proposed application is supported by the Community's 5-Year Approved Parks and Recreation Plan; and,

WHEREAS, the Charter Township of Ypsilanti is hereby making a financial commitment to the project in the amount of \$176,200 matching funds, in cash and/or force account; and

NOW THEREFORE, BE IT RESOLVED that the Charter Township of Ypsilanti hereby authorizes submission of a Land and Water Conservation Fund Application for \$176,200, and further resolves to make available its financial obligation amount of \$176,200 (50%) of a total \$352,400 project cost, during the 2021-2022 fiscal year.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2020-16 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on July 21, 2020.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Charter Township of Ypsilanti

RESOLUTION NO. 2020-17

2020 MICHIGAN RECREATION PASSPORT GRANT FOR CLUBVIEW PARK

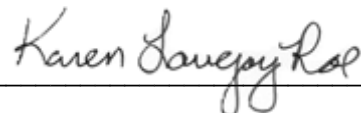
WHEREAS, the Charter Township of Ypsilanti, in Washtenaw County Michigan, supports the submission of an application titled, "Clubview Park Improvements" to the Recreation Passport Grant Program for development of new tennis and pickleball courts at Clubview Park; and,

WHEREAS, the proposed application is supported by the Community's 5-Year Approved Parks and Recreation Plan; and,

WHEREAS, the Charter Township of Ypsilanti is hereby making a financial commitment to the project in the amount of \$99,500 matching funds, in cash and/or force account; and

NOW THEREFORE, BE IT RESOLVED that the Charter Township of Ypsilanti hereby authorizes submission of a Land and Water Conservation Fund Application for \$150,000, and further resolves to make available its financial obligation amount of \$99,500 of a total \$249,500 project cost, during the 2021-2022 fiscal year.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2020-17 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on July 21, 2020.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
2020 BUDGET AMENDMENT #8**

July 21, 2020

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

212 - BIKE, SIDEWALK, REC, ROADS GENERAL FUND (BSRII)	Total Increase	<u><u>\$0.00</u></u>
--	-----------------------	-----------------------------

Request a line transfer between cost centers for stormwater pipe replacement at Loonfeather Park. This line transfer will not effect the budgeted number total for the fund.

Expenditures:	Repairs - Ford Lake Park	212-212-000-931.775	\$2,175.00
		Net Revenues	<u><u>\$2,175.00</u></u>
Expenditures:	Park Improvements	212-970-000-975.795	(\$2,175.00)
		Net Expenditures	<u><u>(\$2,175.00)</u></u>

236 - 14 B DISTRICT COURT FUND	Total Increase	<u><u>\$1,656.00</u></u>
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Request to increase budget for PTO payout request of 80 hours to be paid at 75%. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	236-000-000-699.000	\$1,656.00
		Net Revenues	<u><u>\$1,656.00</u></u>
Expenditures:	Salaries Pay Out - PTO & Sick	236-136-000-708.004	\$1,538.00
	FICA	236-136-000-715.000	\$118.00
		Net Expenditures	<u><u>\$1,656.00</u></u>

Motion to Amend the 2020 Budget (#8)

Move to authorize a line transfer between cost centers in the BRS II Fund and approve the department line item changes as outlined.

Move to increase the 14 B District Court Fund budget by \$1,656 to \$1,781,421 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

AUGUST 4, 2020 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	\$	356,279.75
HAND CHECKS -	\$	204,988.04
CREDIT CARDS PURCHASES -	\$	0.00
GRAND TOTAL -	\$	561,267.79

Check Date	Check	Vendor Name	Amount
Bank AP AP			
07/15/2020	185871	TARGET SPECIALTY PRODUCTS	2,333.96
07/17/2020	185872	COMCAST CABLE	40.09
07/17/2020	185873	COMCAST CABLE	142.39
07/17/2020	185874	COMCAST CABLE	268.35
07/17/2020	185875	COMCAST CABLE	234.85
07/17/2020	185876	CONSTELLATION NEW ENERGY	2,647.69
07/17/2020	185877	DTE ENERGY	5,872.23
07/17/2020	185878	GRANITE TELECOMMUNICATIONS	389.46
07/17/2020	185879	GUARDIAN ALARM	1,664.22
07/17/2020	185880	VERIZON WIRELESS	947.14
07/17/2020	185881	VERIZON WIRELESS	2,364.91
07/17/2020	185882	WASTE MANAGEMENT	8,172.52
07/17/2020	185883	WASTE MANAGEMENT	714.32
07/17/2020	185884	WASTE MANAGEMENT	576.44
07/17/2020	185885	WASTE MANAGEMENT	48.32
07/17/2020	185886	WASTE MANAGEMENT	30,879.48
07/17/2020	185887	WASTE MANAGEMENT	105,174.34
07/17/2020	185888	WASTE MANAGEMENT	1,642.88
07/17/2020	185889	WASTE MANAGEMENT	31,484.12
07/17/2020	185890	WASTE MANAGEMENT	142.20
07/17/2020	185891	WASTE MANAGEMENT	244.93
07/17/2020	185892	WEX BANK	1,293.94
07/17/2020	185893	YPSILANTI COMMUNITY	2,709.26
07/27/2020	185894	U.S. POSTAL SERVICE*	5,000.00

AP TOTALS:

Total of 24 Checks:	204,988.04
Less 0 Void Checks:	0.00
Total of 24 Disbursements:	204,988.04

A/P Checks

#185788 thru #185870

VOIDED

Printing malfunction

A/P Checks

Check Date	Check	Vendor Name	Amount
Bank AP AP			
08/04/2020	185895	ABE HACHEM	250.00
08/04/2020	185896	ACCUSHRED LLC	65.00
08/04/2020	185897	ACUSHNET COMPANY	64.90
08/04/2020	185898	ADVANCED COMMUNICATIONS & DATA	680.55
08/04/2020	185899	ALLIED, INC.	213.33
08/04/2020	185900	ALYSA MOHR	42.00
08/04/2020	185901	AMAZON CAPITAL SERVICES	3,361.13
08/04/2020	185902	ANN ARBOR CLEANING SUPPLY	764.46
08/04/2020	185903	ANN ARBOR WELDING SUPPLY CO	270.90
08/04/2020	185904	APPLIED IMAGING	6,335.05
08/04/2020	185905	ARROWHEAD FORENSICS	284.40
08/04/2020	185906	AUTO VALUE YPSILANTI	122.99
08/04/2020	185907	BARR ENGINEERING COMPANY	1,744.00
08/04/2020	185908	BOUND TREE MEDICAL, LLC.	1,635.16
08/04/2020	185909	CASSANDRA KELLY	75.00
08/04/2020	185910	CECIL MEADOR	15.00
08/04/2020	185911	CENTRON DATA SERVICES	1,532.82
08/04/2020	185912	CHELSEA TIDERINGTON	1,493.10
08/04/2020	185913	CHRIST TEMPLE BAPTIST CHURCH	75.00
08/04/2020	185914	CNA SURETY DIRECT BILL	55.00
08/04/2020	185915	COURT INNOVATIONS INC	540.00
08/04/2020	185916	CRYSTAL FLASH, INC.	1,202.67
08/04/2020	185917	DANIELLE FIELHAUER	17.00
08/04/2020	185918	DELUX RENTAL	153.00
08/04/2020	185919	DETROIT ELEVATOR COMPANY	272.62
08/04/2020	185920	ELIZABETH SAMPSEL	17.00
08/04/2020	185921	EMERGENCY VEHICLE SERVICES	16,917.86
08/04/2020	185922	EMERGENT HEALTH PARTNERS	6,447.35
08/04/2020	185923	ERIC DUGAS	80.00
08/04/2020	185924	EXOTIC AUTOMATION AND SUPPLY	156.64
08/04/2020	185925	FEDERAL ENERGY REGULATORY COMM	2,726.42
08/04/2020	185926	FIBER LINK	43.75
08/04/2020	185927	GABRIEL, ROEDER, SMITH & COMPANY	18,500.00
08/04/2020	185928	GARY TURNBULL	120.00
08/04/2020	185929	GRAINGER	2,828.54
08/04/2020	185930	GRIFFIN PEST SOLUTIONS	93.00
08/04/2020	185931	HAMMER TRUCKING	6,400.00
08/04/2020	185932	HARTFORD STEAM BOILER INSPECTION	119.00
08/04/2020	185933	HOME DEPOT	619.70
08/04/2020	185934	IPS DRUG TESTING	40.00
08/04/2020	185935	JACK DEMMER FORD INC	21,188.14
08/04/2020	185936	JIMMY GRANT	15.00
08/04/2020	185937	JOEL ROBERTS	1,626.00
08/04/2020	185938	KNOX BOX COMPANY	244.00
08/04/2020	185939	LAWRENCE HENDRICKS	80.00
08/04/2020	185940	LISA STANFIELD	83.70
08/04/2020	185941	LOMBARDO HOMES OF SE MI LLC	105,816.00
08/04/2020	185942	LOOKING GOOD LAWN	7,409.50
08/04/2020	185943	LOWE'S	198.59
08/04/2020	185944	MAYNARDS AUTO SERVICE CENTER	12.00
08/04/2020	185945	MEGAN BRIGGS	17.00
08/04/2020	185946	MICHIGAN LINEN SERVICE, INC.	1,098.51
08/04/2020	185947	MICHIGAN TOWNSHIP ASSOC.**	6,974.17
08/04/2020	185948	MILTON ANDREWS	2,555.00
08/04/2020	185949	MLIVE MEDIA GROUP	966.86
08/04/2020	185950	MR. BUBBLES AUTO SPA	120.00
08/04/2020	185951	NANCY VOS-MORIN	37.00
08/04/2020	185952	OFFICE EXPRESS	1,479.73
08/04/2020	185953	ORCHARD, HILTZ & MCCLIMENT INC	17,313.50
08/04/2020	185954	OSCAR W. LARSON CO.	563.75
08/04/2020	185955	PINTER'S FLOWERLAND, INC.	327.00
08/04/2020	185956	PM TECHNOLOGIES, LLC	892.09
08/04/2020	185957	POWER HOME SOLAR	679.00
08/04/2020	185958	PREFERRED TONER SOLUTIONS	209.95
08/04/2020	185959	PRINTING SYSTEMS	6,509.87
08/04/2020	185960	RHETT REYES	738.00
08/04/2020	185961	ROBIN EVANS	42.00
08/04/2020	185962	ROLANDA LOGAN	17.00
08/04/2020	185963	RUBBER STAMPS UNLIMITED INC	41.75
08/04/2020	185964	SIGNS BY TOMORROW	101.30
08/04/2020	185965	SITEONE LANDSCAPE SUPPLY, LLC	93.95
08/04/2020	185966	SOUTHERN COMPUTER WAREHOUSE	649.86
08/04/2020	185967	SPARTAN DISTRIBUTORS	307.40
08/04/2020	185968	SPARTAN DISTRIBUTORS	603.75
08/04/2020	185969	STANDARD PRINTING	362.00
08/04/2020	185970	STANTEC	1,958.50
08/04/2020	185971	SUSAN KELLERMIER	37.00
08/04/2020	185972	TARGET SPECIALTY PRODUCTS	10,684.60

07/29/2020 03:19 PM
User: mharris
DB: Ypsilanti-Twp

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI Page: 2/2
CHECK NUMBERS 185895 - 185988

Check Date	Check	Vendor Name	Amount
08/04/2020	185973	TERMINIX PROCESSING CENTER	65.00
08/04/2020	185974	TERRAFIRMA	340.00
08/04/2020	185975	THERESE FOOTE	176.40
08/04/2020	185976	TODD'S SERVICES	2,447.50
08/04/2020	185977	U.S. BANK, N.A.	450.00
08/04/2020	185978	UNIFIRST CORPORATION	249.34
08/04/2020	185979	URGENT CARE MSO, LLC	904.50
08/04/2020	185980	UTILITIES INSTRUMENTATION SERV	54,045.00
08/04/2020	185981	VERIZON CONNECT NWF, INC.	647.60
08/04/2020	185982	VICTORY LANE	122.93
08/04/2020	185983	WASHTENAW COUNTY HEALTH DEPT.	460.00
08/04/2020	185984	XL BUILDERS	10,000.00
08/04/2020	185985	YPSILANTI ACE HARDWARE	80.08
08/04/2020	185986	YPSILANTI COMMUNITY	225.02
08/04/2020	185987	YPSILANTI REAL ESTATE HOLDINGS LLC	17,574.50
08/04/2020	185988	YPSILANTI TOWNSHIP PETTY CASH	64.07

AP TOTALS:

Total of 94 Checks:	356,279.75
Less 0 Void Checks:	0.00
Total of 94 Disbursements:	356,279.75

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



ACCOUNTING DEPT

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

Charter Township of Ypsilanti

STATEMENTS AND CHECKS

AUGUST 18, 2020 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	\$	1,413,631.02
HAND CHECKS -	\$	345,972.04
CREDIT CARD PURCHASES-	\$	<u>6,662.53</u>
GRAND TOTAL -	\$	1,766,265.59

Clarity Health Care Deductible –

ACH EFT -	\$29,621.18 (JULY)
ADMIN FEE -	\$1,190.50 (JULY)

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User: mharris
DB: Ypsilanti-Twp

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI Page: 1/1
CHECK NUMBERS 185989 - 186008

Check Date	Check	Vendor Name	Amount
Bank AP AP			
07/31/2020	185989	BLUE CROSS BLUE SHIELD OF MI	194,199.33
07/31/2020	185990	BLUE CROSS BLUE SHIELD OF MI	29,393.38
07/31/2020	185991	COMCAST CABLE	268.19
07/31/2020	185992	DEARBORN NATIONAL LIFE INSURANCE	5,036.47
07/31/2020	185993	DELTA DENTAL PLAN OF MICHIGAN	12,722.97
07/31/2020	185994	GUARDIAN ALARM	500.46
07/31/2020	185995	VISION SERVICE PLAN	3,271.13
07/31/2020	185996	WASTE MANAGEMENT	10,663.11
08/05/2020	185997	AT & T	35.89
08/05/2020	185998	AT & T	242.14
08/05/2020	185999	CLEAR RATE COMMUNICATIONS, INC	879.71
08/05/2020	186000	COMCAST CABLE	288.35
08/05/2020	186001	COMCAST CABLE	108.35
08/05/2020	186002	COMCAST CABLE	214.90
08/05/2020	186003	COMCAST CABLE	92.72
08/05/2020	186004	COMCAST CABLE	40.03
08/05/2020	186005	DTE ENERGY	17,815.70
08/05/2020	186006	DTE ENERGY**	70,008.69
08/05/2020	186007	WASTE MANAGEMENT	142.20
08/05/2020	186008	WASTE MANAGEMENT	48.32

AP TOTALS:

Total of 20 Checks:	345,972.04
Less 0 Void Checks:	0.00
Total of 20 Disbursements:	345,972.04

Check Date	Check	Vendor Name	Amount
Bank AP AP			
08/18/2020	186009	A & R TOTAL CONSTRUCTION, INC.	3,958.56
08/18/2020	186010	ACTION TRAFFIC MAINTENANCE	3,800.00
08/18/2020	186011	ADVANCED COMMUNICATIONS & DATA	690.76
08/18/2020	186012	AMANDA FERGUSON	100.00
08/18/2020	186013	AMAZON CAPITAL SERVICES	1,693.56
08/18/2020	186014	ANGELA HOLODY	74.00
08/18/2020	186015	ANN ARBOR CLEANING SUPPLY	751.95
08/18/2020	186016	ANNE MAROSI-JONES	104.00
08/18/2020	186017	BARCODES, INC.	868.17
08/18/2020	186018	BELFOR USA GROUP INC	214.20
08/18/2020	186019	CHELSEA TIDERINGTON	1,686.65
08/18/2020	186020	CINCINNATI TIME SYSTEMS	328.35
08/18/2020	186021	COLMAN-WOLF SANITARY SUPPLY CO	215.32
08/18/2020	186022	CRYSTAL FLASH, INC.	4,767.56
08/18/2020	186023	D & B POWER ASSOCIATES, INC.	2,543.00
08/18/2020	186024	DANIA CLAY	40.00
08/18/2020	186025	DOLORES WALLAKER	80.00
08/18/2020	186026	EMERGENCY VEHICLE SERVICES	2,503.85
08/18/2020	186027	GARY TURNBULL	120.00
08/18/2020	186028	GOVERNMENTAL CONSULTANT SERVICES	3,113.50
08/18/2020	186029	GRAINGER	561.34
08/18/2020	186030	GREAT LAKES COLLISION & FRAME	1,099.75
08/18/2020	186031	HABITAT FOR HUMANITY - HURON VALLEY	60,000.00
08/18/2020	186032	HART INTERCIVIC	288.00
08/18/2020	186033	HARTFORD STEAM BOILER INSPECTION	79.00
08/18/2020	186034	HEIKKINEN PRODUCTIONS	25.00
08/18/2020	186035	HOME DEPOT	1,745.40
08/18/2020	186036	HURON RIVER WATERSHED COUNCIL	2,505.67
08/18/2020	186037	KAREN LOVEJOY ROE	158.07
08/18/2020	186038	KAYLEIGH CYRUS	250.00
08/18/2020	186039	KOCH & WHITE	100.00
08/18/2020	186040	LATISHA HAMILTON-SOWE	94.00
08/18/2020	186041	LAURA HERBERT	74.00
08/18/2020	186042	LINDSEY MCPHERSON	80.00
08/18/2020	186043	LOOKING GOOD LAWNS	12,027.50
08/18/2020	186044	LOWE'S	64.03
08/18/2020	186045	MCLAIN AND WINTERS	133,220.27
08/18/2020	186046	MELISSA SIMON	94.00
08/18/2020	186047	MEMARDS, INC.	7.55
08/18/2020	186048	MICHIGAN AUTOMATIC SPRINKLER	578.00
08/18/2020	186049	MICHIGAN LINEN SERVICE, INC.	1,088.36
08/18/2020	186050	MIDWEST ENVIRO SOLUTIONS	1,875.00
08/18/2020	186051	MILTON ANDREWS	1,995.00
08/18/2020	186052	MYRIAM ESTEVEZ	94.00
08/18/2020	186053	NAPA AUTO PARTS*	79.92
08/18/2020	186054	OAKLAND COUNTY	1,919.25
08/18/2020	186055	ORCHARD, HILTZ & MCCLIMENT INC	1,789.00
08/18/2020	186056	PARKWAY SERVICES, INC.	130.00
08/18/2020	186057	PEPSI BEVERAGES COMPANY	594.54
08/18/2020	186058	PM TECHNOLOGIES, LLC	1,036.98
08/18/2020	186059	RANITAZZO MECHANICAL	50.00
08/18/2020	186060	RANITA JACKSON	80.00
08/18/2020	186061	REHRIG PACIFIC COMPANY	607.50
08/18/2020	186062	RHETT REYES	324.00
08/18/2020	186063	RICOH USA, INC.	237.81
08/18/2020	186064	S & S PARTS	423.00
08/18/2020	186065	SALADINO CONSTRUCTION COMPANY	4,250.00
08/18/2020	186066	SAM'S CLUB DIRECT	66.70
08/18/2020	186067	SHANIKA ROSIER	104.00
08/18/2020	186068	SHANNON RENAUD	94.00
08/18/2020	186069	SHERWIN WILLIAMS COMPANY	238.47
08/18/2020	186070	SITEONE LANDSCAPE SUPPLY, LLC	249.84
08/18/2020	186071	SOUTHERN COMPUTER WAREHOUSE	552.50
08/18/2020	186072	SPARTAN DISTRIBUTORS	11,681.22
08/18/2020	186073	STANDARD PRINTING	460.00
08/18/2020	186074	STEPHEN SHINER	180.00
08/18/2020	186075	STERICYCLE INC	222.24
08/18/2020	186076	TARGET SPECIALTY PRODUCTS	598.00
08/18/2020	186077	TRENDSET COMMUNICATIONS GROUP	2,296.38
08/18/2020	186078	TRUGREEN	1,990.00
08/18/2020	186079	UNIFIRST CORPORATION	389.46
08/18/2020	186080	VICTORY LANE	190.71
08/18/2020	186081	W.J. O'NEIL COMPANY	3,156.00
08/18/2020	186082	WASHTENAW COUNTY HAZMAT AUTHORITY	1,000.00
08/18/2020	186083	WASHTENAW COUNTY LEGAL NEWS	440.00
08/18/2020	186084	WASHTENAW COUNTY ROAD COMMISSION	621,125.00
08/18/2020	186085	WASHTENAW COUNTY TREASURER#	508,725.00
08/18/2020	186086	YPSILANTI ACE HARDWARE	173.48

A/P checks

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User: mharris
DB: Ypsilanti-Twp

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI Page: 2/2
CHECK NUMBERS 186009 - 186087

Check Date	Check	Vendor Name	Amount
08/18/2020	186087	YPSILANTI COMMUNITY	<u>2,418.65</u>
AP TOTALS:			
Total of 79 Checks:			1,413,631.02
Less 0 Void Checks:			<u>0.00</u>
Total of 79 Disbursements:			<u>1,413,631.02</u>

Check Date	Check	Vendor Name	Description	Amount
Bank CARDS COMERICA COMMERCIAL CARD				
08/18/2020	59(E)	COMERICA BANK	FOOD AND BEVERAGE FOR RESALE	140.94
			FOOD AND BEVERAGE FOR RESALE	106.98
			FOOD AND BEVERAGE FOR RESLAE/ OPERATING	420.53
			OPERATING SUPPLIES AND FOOD AND BEVERAGE	260.69
			OPERATING SUPPLIES AND FOOD AND BEVERAGE	201.40
			OPERATING SUPPLIES FOR THE GOLF SHOP	84.97
			OPERATING SUPPLIES AND FOOD AND BEVERAGE	323.34
			PATCH PANELS	89.39
			POSTAGE TO SEND POSTAGE MACHINE REFILL C	26.35
			POSTAGE	70.75
			POSTAGE FOR BALLOTS	7.75
			POSTAGE FOR BALLOTS WHEN MACHINE WAS BRO	93.05
			ROOM RENTAL FOR AVCB AUG 4, 2020	2,628.80
			PAPER FOR PLOTTER/PRINTER	92.12
			MISC ITEMS	43.08
			4 SETS OF CORNHOLE BOARDS, BAGS, CARRYIN	1,055.88
			HARD HATS FOR BUILDING DEPARTMENT	384.20
			WEBINAR FOR RECENT SUPREMEM COURT DECISI	129.00
			BRACKETS FOR SLUICE GATE LINES	354.39
			WATER AND GATORADE	127.82
			PURCHASE SUPPLIES FOR ABSENTEE COUNT BOA	21.10
				<u>6,662.53</u>
CARDS TOTALS:				
Total of 1 Checks:				6,662.53
Less 0 Void Checks:				0.00
Total of 1 Disbursements:				<u>6,662.53</u>

OFFICE OF THE TREASURER
LARRY J. DOE



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

<u>Account Name</u>	<u>Beginning Balance</u>	<u>Cash Receipts</u>	<u>Cash Disbursements</u>	<u>Ending Balance</u>
101 - General Fund	6,183,725.07	1,228,602.84	1,808,591.15	5,603,736.76
101 - Payroll	251,099.86	1,023,747.09	1,002,076.47	272,770.48
101 - Willow Run Escrow	145,338.43	0.00	0.00	145,338.43
206 - Fire Department	3,595,314.66	851.80	301,330.39	3,294,836.07
208 - Parks Fund	25,591.58	1.93	462.37	25,131.14
212 - Roads/Bike Path/Rec/General Fund	1,543,124.78	12,602.66	48,228.66	1,507,498.78
226 - Environmental Services	2,881,475.35	1,498.14	198,432.10	2,684,541.39
230 - Recreation	77,949.67	86,726.97	119,836.39	44,840.25
236 - 14-B District Court	70,669.58	75,430.32	118,111.99	27,987.91
244 - Economic Development	70,440.42	5.39	0.00	70,445.81
249 - Building Department Fund	1,391,175.22	85,888.74	46,069.04	1,430,994.92
250 - LDFA Tax	19,990.20	1.53	0.00	19,991.73
252 - Hydro Station Fund	923,687.07	68.68	74,588.80	849,166.95
266 - Law Enforcement Fund	7,395,749.10	6,655.16	598,621.54	6,803,782.72
398 - LDFA 2006 Bonds	140,451.77	10.75	0.00	140,462.52
584 - Green Oaks Golf Course	223,699.26	343,783.08	282,789.91	284,692.43
590 - Compost Site	804,874.05	55,568.93	45,348.34	815,094.64
595 - Motor Pool	229,539.74	27.02	8,239.85	221,326.91
701 - General Tax Collection	36,905.32	23,611.38	16,873.79	43,642.91
703 - Current Tax Collections	51,592.96	4,079,638.22	3,445,389.21	685,841.97
707 - Bonds & Escrow/GreenTop	1,243,516.98	131,586.47	23,414.25	1,351,689.20
708 - Fire Withholding Bonds	83,330.54	26,123.84	0.00	109,454.38
893 - Nuisance Abatement Fund	73,949.16	2,518.31	12,222.88	64,244.59
GRAND TOTAL	<u>27,463,190.76</u>	<u>7,184,949.25</u>	<u>8,150,627.13</u>	<u>26,497,512.88</u>

ATTORNEY REPORT

GENERAL LEGAL UPDATE

NEW BUSINESS

CHARTER TOWNSHIP OF YPSILANTI
Proposed Ordinance 2020-493

An ordinance to amend Chapter 62, Article IV, Section 62-77 of the Code of Ordinances, Charter Township of Ypsilanti, to adjust sewage disposal rates.

BE IT ORDERED BY THE CHARTER TOWNSHIP OF YPSILANTI, that:

Section 62-77 of Chapter 62, Article IV of the Code of Ordinances be revised as follows:

For all billings rendered prior to October 1, 2020, existing sewage disposal service rates shall prevail. For all billings rendered on or after October 1, 2020, charges for sewage disposal services shall be as follows, for each bimonthly (two-month) period:

Readiness-to-serve rates based on size of meter:

Meter Size (inch)	Water Rate
5/8-3/4	\$ 16.47
1	\$ 41.18
1-1/2	\$ 82.36
2	\$ 131.78
3	\$ 411.79
4	\$ 823.59
6	\$ 1,647.16
8	\$ 2,882.54
10	\$ 4,529.70
12	\$ 5,353.29

Commodity rate: \$2.71 per 100 cubic feet

* * * * *



Dedicated to Providing Top Quality, Cost Effective, and
Environmentally Safe Water and Wastewater Services to Our Customers

YPSILANTI COMMUNITY UTILITIES AUTHORITY

2777 STATE ROAD
YPSILANTI, MICHIGAN 48198-9112
TELEPHONE: 734-484-4600
WEBSITE: www.ycua.org

July 23, 2020

VIA EMAIL and USPS

Ms. Karen Lovejoy Roe, Clerk
CHARTER TOWNSHIP of YPSILANTI
7200 South Huron River Drive
Ypsilanti, Michigan 48197

Re: **YCUA Water and Sewer Rate Changes**

Dear Karen:

At its regular meeting on August 26, 2020, the YCUA Board of Commissioners will consider a water and readiness to serve rate increase of 3% to its Township Division customers effective October 1, 2020. Per the Ypsilanti Township ordinance authorizing the YCUA Board to increase the water rate up to the increase the Authority receives from the Great Lakes Water Authority (GLWA) for the purchase of water, no action by the Township Board is required. The GLWA increase to YCUA is 3% effective October 1, 2020. This is the Township notice of the increase to be approved by the YCUA Board of Commissioners.

At the same meeting, the YCUA Board will consider a recommendation to the Township Board of Trustees to increase the sewer and readiness to serve rate by 3%. The ordinance needed to approve the increase is attached as well as supporting documentation regarding the increase. Please place this ordinance on the Township Trustees' agenda for their consideration at their Tuesday, August 18, 2020 meeting. Please also forward the supporting material attached for their use in considering the ordinance adoption request.

If you have any questions, please contact me.

Sincerely,

JEFF CASTRO, Director
Ypsilanti Community Utilities Authority

JC/kks

Enclosures

cc w/encl.: YCUA Board of Commissioners

Ms. Brenda L. Stumbo

Ms. Lisa Stanfield

Mr. Scott E. Munzel

cc: Mr. Dwayne Harrigan

Ms. Gail M. Thomas



Dedicated to Providing Top Quality, Cost Effective, and
Environmentally Safe Water and Wastewater Services to Our Customers

YPSILANTI COMMUNITY UTILITIES AUTHORITY

2777 STATE ROAD
YPSILANTI, MICHIGAN 48198-9112
TELEPHONE: 734-484-4600
WEBSITE: www.ycu.org

July 23, 2020

VIA EMAIL and USPS

CHARTER TOWNSHIP of YPSILANTI
Board of Trustees
7200 South Huron Street
Ypsilanti, Michigan 48198

Re: **YCUA Water and Sewer Rate Changes**

Dear Trustee:

At their regular meeting on August 26, 2020, the YCUA Board of Commissioners will consider a recommendation to the Ypsilanti Township Board of Trustees for a sewer and readiness to serve rate increase of 3% for the YCUA Township Division customers effective October 1, 2020. At the same meeting, the YCUA Board will consider a water and readiness to serve rate increase of 3% to Township Division customers. Per the Township ordinance authorizing the YCUA Board to increase the water rate up to the increase the Authority receives from the Great Lakes Water Authority (GLWA) for the purchase of water, no action by the Township Board is required on the water increase. The combined effect of these rate adjustments will be a 3% increase in a Township Division customer's bimonthly bill. The GLWA increase of 3% is effective October 1, 2020.

The ordinance approving these rate adjustments is included in this correspondence for your consideration. Also included is the document summarizing the budget highlights related to the September 1, 2020 fiscal year budget, which the YCUA Board of Commissioners will also consider at their August 26, 2020 regular meeting.

If you have any questions, please contact me.

Sincerely,

JEFF CASTRO, Director
Ypsilanti Community Utilities Authority

JC/kks

Enclosures

cc w/encl.: YCUA Board of Commissioners

Ms. Brenda L. Stumbo
Ms. Karen Lovejoy Roe
Ms. Lisa Stanfield
Mr. Scott E. Munzel
Mr. Dwayne Harrigan
Ms. Gail M. Thomas

cc:

YCUA

2020-21 Budget Highlights

Water Sales

City Division: The budget projects that water revenue in the city will increase 1.3% compared to 2019/2020 Budget. This will increase water revenues by \$65,000.

Township Division: The budget projects water sales in the Township to increase by 1.9% compared to 2019/2020 Budget. The increase of revenue will also be approximately \$302,000

Sewer Sales

City Division: The budget projects sewer sales from within the city to increase 1.0% (\$16,000) compared to the 2019-2020 budget.

Township Division: The budget projects sewer sales from within the Township to increase 2.6% (\$267,000) from the 2019/2020 Budget.

Contract Communities: Revenue from contract communities is projected to remain the same as 2019/2020.

Overall Summary

Adjustment to water sales (City)	\$ 65,000
Adjustment to water sales (Township)	\$ 302,000
Adjustment to wastewater sales (City)	\$ 16,000
Adjustment to wastewater sales (Township)	\$ 267,000
Total revenue increased	\$ 650,000
Operating Costs increased	\$ 160,000
Incinerator temporary shutdown	\$ 290,000
Increase costs from GLWA	\$ 350,000
Debt/Interest decreased	<u>(\$ 150,000)</u>
Total expenses increased	\$ 650,000

Township Customers- 3.00% Increase

Average Bill (10 units) (\$93.45) increase on bill \$2.72/bill or \$1.36/mth
(Comprised of 3.0% increase water/ 3.0% increase sewer)

Other Community Rate 2020-2021 Comparisons

Kalamazoo Increase of 12%
Ann Arbor Increase of 6.5%
Sterling Heights Increase of 5.2%
City of Birmingham Increase of 3.25%

YCUA Township Division

	water	sewer	Total
Current			
Ready to Service	\$15.31	\$15.99	\$31.31
Commodity rate (per unit)	\$3.31	\$2.63	\$5.94

Average User residential

10 units(7,480 gallons) per 2 month billing cycle

	water	sewer	Total
Ready to Service	\$15.31	\$15.99	\$31.31
10 units	\$33.11	\$26.32	\$59.42
Total	\$48.42	\$42.31	\$90.73

Effect on average Township customers with a proposed 3.00% water rate increase, a sewer rate increase of 3.00%. Combined effect 3.00%

	water	sewer	Total
PROPOSED: October 1, 2020			
Ready to Service	\$ 15.77	\$ 16.47	\$32.25
Commodity rate (per unit)	\$ 3.41	\$ 2.71	\$6.12

Average User residential (proposed)

10 units(7,480 gallons) per 2 month billing cycle

	water	sewer	Total
Ready to Service	\$15.77	\$16.47	\$32.25
10 units	\$34.10	\$27.11	\$61.21
Total	\$49.87	\$43.58	\$93.45
Increase in bill			\$ 2.72
Percent Change	3.00%	3.00%	3.00%

Charter Township of Ypsilanti

RESOLUTION 2020-18

(In Reference to Proposed Ordinance 2020-492)

Amending the Zoning Code, Section 306, Schedule of Uses, Medical Marihuana Dispensaries and Medical Marihuana Nurseries

Whereas, at its regularly scheduled meeting held **February 11, 2020**, the Charter Township of Ypsilanti (Township) Planning Commission (Commission) recommended that the Township Board adopt an amendment to the Ypsilanti Township Zoning Code regarding Medical Marihuana Dispensaries and Medical Marihuana Nurseries; and

Whereas, proposed Ordinance No. 2020-492 provides that Medical Marihuana Dispensaries and Medical Marihuana Nurseries are permitted uses within the I-C Industrial Commercial Zoning District, subject to special use conditions set forth in section 1841, and no longer permitted uses in I-1 Light Industrial and I-2 General Industrial Zoning Districts; and

Whereas, the Township Board of Trustees agrees that the Zoning Code Amendment is appropriate.

Now Therefore, Be it resolved that the Charter Township of Ypsilanti hereby adopts and incorporates by reference Ordinance No. 2020-492 attached hereto, by reference, in its entirety.

CHARTER TOWNSHIP OF YPSILANTI

ORDINANCE 2020-492

An Ordinance Amending the Zoning Code of the Charter Township of Ypsilanti

The Charter Township of Ypsilanti hereby ordains that the Ypsilanti Township Zoning Code, adopted May 18, 1994, shall be amended as follows:

SECTION 1. AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE III: Township Zoning Ordinance Article III, “Zoning Districts and Map” by amending Section 306 “Schedule of Uses”, sub-section 5, table “Industrial Districts Use Table”, “Retail and Services” as follows:

Industrial Districts Use Table	IRO	I-1	I-2	I-3	I-C	Notes
P= Permitted Use S=Special Conditional Use A= Accessory Use -- = Not permitted						
Retail and Services						
Adult entertainment facilities					S	Subject to conditions in Section 1844
Adult/Child Day Care Center + Preschools	S	S				
Commercial kennels		P	P			
Massage establishment					S	Subject to conditions in Section 1845
Medical marihuana dispensaries and medical marihuana nurseries		S	S		S	Subject to conditions in Section 1841
Pawnbroker, secondhand dealer and junk dealer facilities					S	Subject to conditions in Section 1846
Personal service establishments	S					Permitted as accessory use only in IRO, subject to conditions in Section 1837
Retail	S					Such uses shall comprise not more than 20 percent of the land area of an overall development, subject to conditions in Section 1837
Tattoo facilities					S	Subject to conditions in Section 1847

SECTION 3. SEVERABILITY. In the event that any one or more sections, provisions, phrases or words of this ordinance shall be found to be invalid by a Court of competent jurisdiction, such holding shall not affect the validity nor the enforceability of the remaining sections, provisions, phrases or words of this Ordinance unless expressly so determined by a Court of competent jurisdiction.

SECTION 4. PUBLICATION. This ordinance shall be published in a newspaper of general circulation as required by law.

SECTION 5. EFFECTIVE DATE: This ordinance shall become effective upon publication in a newspaper of general circulation as required by law.

SECTION 6. REPEAL: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Karen Lovejoy Roe, Clerk
From: Jason Iacoangeli AICP, Planning Director
Re: **Zoning Ordinance Amendment for Medical Marihuana Uses**
Date: July 29, 2020

Proposed Ordinance Changes:

At the February 11, 2020 Planning Commission meeting a public hearing was held to receive public comment on the proposed Zoning Ordinance amendment to restrict medical marihuana uses as a special land use in the I-C zoning district only. Currently medical marijuana uses are allowed as special land uses in the I-1 and I-2 Zoning districts as stated in Zoning Ordinance Section 1841. Carlisle Wortman included a map with their letter dated February 5th 2020 (attached) that depicts the I-1 and I-2 zoning districts where medical marihuana is currently allowed as a special land use. The Zoning Ordinance amendment would allow medical marihuana uses as a special land use in the I-C zoning district.

Medical marihuana uses will still be treated as a special land use and require a public hearing by the Planning Commission to ensure that the standards of Zoning Ordinance Section 2119 are being met by the applicant. This Zoning Ordinance amendment will not change the location requirements for these uses to be a thousand feet (1000') from houses of worship, schools, child care facilities, libraries, residential districts or uses and community colleges, university and professional schools.

Conclusion:

In conclusion the Planning Department agrees with the findings of the Planning Commission that this Zoning Ordinance amendment is necessary due to the changing nature of the I-1 and I-2 zoning districts in the Township including James L. Hart Parkway and E. Michigan Avenue. Medical marihuana will continue to be a special land use and no language regarding medical marihuana will change. The only change will be the allowable zoning district.

Jason Iacoangeli

Jason Iacoangeli, AICP
Planning Director
Charter Township of Ypsilanti



Carlisle | Wortman
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

MEMORANDUM

To: Charter Township of Ypsilanti Planning Commission
From: Megan Masson-Minock, AICP
Subject: Information on Proposed Zoning Ordinance Amendment for Medical Marihuana Uses Public Hearing
Date: February 5, 2020

Please find attached a zoning ordinance amendment to restrict medical marihuana uses as special land uses in the I-C zoning district only, when they meet the provisions of Section 1841. Currently, medical marihuana uses are allowed as special land uses in the I-1 and I-2 zoning districts, subject to the provisions of Section 1841. The attached map shows the location of the I-1, I-2 and I-C zoning districts. The proposed zoning ordinance amendment would limit the potential location of medical marihuana uses to the I-C zoning district (dark gray area in the northeast corner of the Township, between the railroad to the north, Wiard Road to the west, the Township border to the west and State Street or the highway ramp to the South).

As we discussed in January, this proposed amendment applies to **medical** marihuana, not recreational marihuana. The Township Board has agreed to opt out on the recreational marijuana question until later this year. Medical marihuana uses would continue to be special land uses, which requires a public hearing and the Planning Commission has discretion to deny an application if it does not meet the standards in Section 2119 of the Zoning Ordinance. No changes are proposed to Section 1841 (see attached), which requires medical marihuana uses to be 1,000 feet from another as well as from the following:


- Any church, synagogue, mosque or any house of worship.
- Any school, public or private, having a curriculum including kindergarten or any one or more of the grades one through 12.
- Any child care organization.
- Any public library.
- Any residentially zoned district or residential use.
- Any community college, university or professional school.

2/5/2020 Memorandum for Ypsilanti Township Planning Commission
Information on Proposed Zoning Ordinance Amendment for Medical Marihuana Uses Public Hearing

Due to anticipated changes of use on James L. Hart Parkway (place of worship ceasing at 770 and 660 James L. Hart Parkway and the Girl Scouts leaving 550 James L. Hart Parkway), medical marihuana uses may be able to locate on land zoned I-1 in the Township Center or Township Core area under current zoning. The Development Team (Supervisor, Clerk, Treasurer, Attorney, planning consultant and staff) and the Planning Commission have discussed limiting medical marihuana uses to the I-C district previously, as part of the ongoing zoning ordinance rewrite. However, based on current timelines, we anticipate that the new zoning ordinance will not be adopted until late 2020.

We are prepared to give a short presentation before the public hearing scheduled on this amendment at your upcoming meeting on February 11, 2020. In the meanwhile, do not hesitate to contact me at mmasson-minock@cwaplan.com or 734-646-3163 with any questions or comments.

Sincerely,


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

Attachments: Proposed Medical Marihuana Zoning Ordinance Amendment
Ypsilanti Township map with I-1, I-2 and I-C Zoning Districts
Section 1841 of Zoning Ordinance of the Charter Township of Ypsilanti

PROPOSED ORDINANCE 2020-XYZ

An Ordinance Amending the Zoning Code of the Charter Township of Ypsilanti

The Charter Township of Ypsilanti hereby ordains that the Ypsilanti Township Zoning Code, adopted May 18, 1994, shall be amended as follows:

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Industrial Districts Use Table	IRO	I-1	I-2	I-3	I-C	Notes
P= Permitted Use S=Special Conditional Use A= Accessory Use -- = Not permitted						
Retail and Services						
Adult entertainment facilities					S	Subject to conditions in Section 1844
Adult/Child Day Care Center + Preschools	S	S				
Commercial kennels		P	P			
Massage establishment					S	Subject to conditions in Section 1845
Medical marihuana dispensaries and medical marihuana nurseries		S	S		S	Subject to conditions in Section 1841
Pawnbroker, secondhand dealer and junk dealer facilities					S	Subject to conditions in Section 1846
Personal service establishments	S					Permitted as accessory use only in IRO, subject to conditions in Section 1837
Retail	S					Such uses shall comprise not more than 20 percent of the land area of an overall development, subject to conditions in Section 1837
Tattoo facilities					S	Subject to conditions in Section 1847

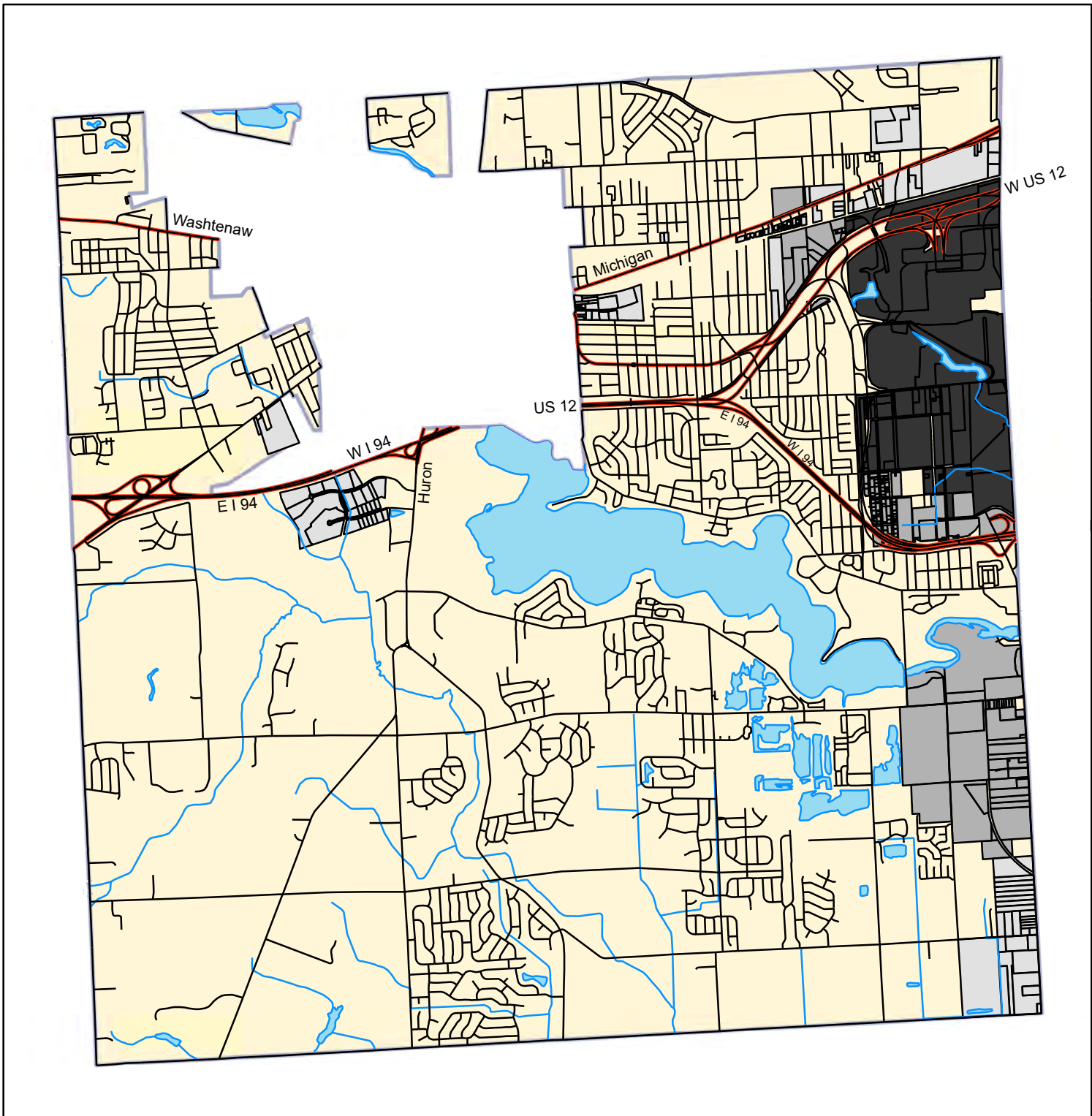
SECTION 3. SEVERABILITY. In the event that any one or more sections, provisions, phrases or words of this ordinance shall be found to be invalid by a Court of competent jurisdiction, such holding shall not affect the validity nor the enforceability of the remaining sections, provisions, phrases or words of this Ordinance unless expressly so determined by a Court of competent jurisdiction.

SECTION 4. PUBLICATION. This ordinance shall be published in a newspaper of general circulation as required by law.

SECTION 5. EFFECTIVE DATE: This ordinance shall become effective upon publication in a newspaper of general circulation as required by law.

SECTION 6. REPEAL: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

DRAFT



Current

Proposed

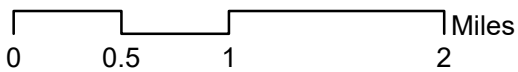
I-1

I-C

I-2

Ypsilanti Township

Potential Zoning Amendment: Marijuana Facilities



Carlisle/Wortman Associates
February 05, 2020

Source: Washtenaw County GIS



Section 1841 of the Ypsilanti Charter Township Zoning Ordinance

Sec. 1841. - Medical marihuana dispensaries and medical marihuana nurseries:

- a. No medical marihuana dispensary or medical marihuana nursery shall be located within 1,000 feet of any other medical marihuana dispensary or medical marihuana nursery nor within 1,000 feet of any of the following uses:
 - (1) Any church, synagogue, mosque or any house of worship.
 - (2) Any school, public or private, having a curriculum including kindergarten or any one or more of the grades one through 12.
 - (3) Any child care organization.
 - (4) Any public library.
 - (5) Any residentially zoned district or residential use.
 - (6) Any community college, university or professional school.
- b. All activity related to a medical marihuana dispensary or medical marihuana nursery including, but not limited to, growing shall be done indoors in a locked structure.
- c. Medical marihuana dispensary and medical marihuana nurseries shall be operated in compliance with the provisions of the Michigan Department of Community Health and the Medical Marihuana Act, MCL 333.26421 et seq.
- d. Smoking, inhalation, or consumption of medical marihuana shall not be allowed on the site of the medical marihuana dispensary or medical marihuana nursery.
- e. No qualifying patients under the age of 18 shall be permitted in the medical marihuana dispensary or medical marihuana nursery at any time except in the presence of qualifying patient's parent or legal guardian or their primary caregiver.
- f. No retail sales of drug paraphernalia are permitted at the medical marihuana dispensary or medical marihuana nursery, except to qualifying patients or their primary caregivers.
- g. Each medical marihuana dispensary or medical marihuana nursery shall display in a manner legible and visible to its clientele:
 - (1) Notice that qualifying patients under the age of 18 are not allowed in the medical marihuana dispensary or medical marihuana nursery except in the presence of his/her parent or legal guardian;
 - (2) No consumption, inhalation or consumption of medical marihuana shall occur within the vicinity of the medical marihuana dispensary or medical marihuana nursery.
- h. Only operators and their employees, qualifying patients, parents or guardians of qualifying patients under 18 years of age, and their primary caregiver may be permitted to enter a medical marihuana dispensary or medical marihuana nursery for the purpose of obtaining medical marihuana or other goods or products associated with its use.
- i. Medical marihuana nurseries can grow a maximum of 72 marihuana plants.

**CHARTER TOWNSHIP OF YPSILANTI
PLANNING COMMISSION
MINUTES OF THE FEBRUARY 11, 2020 REGULAR MEETING**

Vice Chair Bill Sinkule called the regular meeting to order at 6:30 pm in the Ypsilanti Township Civic Center Board Room 7200 S. Huron River Drive, Ypsilanti Township.

Commissioners Present: Vice-Chair Bill Sinkule and Commissioners Laurence Krieg, Muddasar Tawakkul, Elizabeth El-Assadi, Gloria Peterson and Stan Eldridge

Commissioners Absent: Commissioner Sally Richie

Others in Attendance: Angela King, Township Attorney; Megan Masson-Minock, Carlisle-Wortman; Jason Iacoangeli, Planning Director and Charlotte Wilson, Planning and Development Coordinator

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF THE JANUARY 28, 2020 REGULAR MEETING MINUTES

A motion was made by Commissioner Krieg supported by Commissioner Eldridge to approve the minutes of the January 28, 2020 Regular Meeting. The motion carried unanimously.

4. APPROVAL OF AGENDA

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

5. PUBLIC HEARINGS AND PLAN REVIEW

A. PRELIMINARY SITE PLAN AND SPECIAL LAND USE – GROUP 10 MANAGEMENT – 2169 WASHTENAW AVENUE – TO CONSIDER THE PRELIMINARY SITE PLAN AND SPECIAL LAND USE PERMIT FOR THE CONSTRUCTION OF A 4,200 SQUARE FOOT GAS STATION AND CONVENIENCE STORE LOCATED AT 2169 WASHTENAW AVENUE, PARCEL K-11-06-478-001.

Jason Iacoangeli, Planning Director, said the plans were reviewed by the usual reviewing agencies. He said if the Commissioners had any questions on the comments he could address them.

Commissioner Tawakkul asked if previous concerns about the project were resolved.

Mr. Iacoangeli said the project had been before the Planning Commission in the past and the applicant had asked for waivers for parking and landscaping. He said the applicant has addressed the requirements and currently they meet conditions for zoning code and special land use provisions.

Megan Masson-Minock, Carlisle-Wortman Associates, gave an overview of the project history. She said the applicant has made several site plan changes including reducing the building size, adding 5 parking spaces, increased the sidewalk width, increased the bus stop space and provided a concrete pad and revised elevations. The applicant noted that the building could not be placed at the hard corner because the gas pumps need visibility. She continued that height, bulk density and the turn template was in compliance. Non-motorized access would be through sidewalks and with the additional parking spaces the applicant is in compliance and would not need a waiver. Exterior lighting is in compliance but the applicant needed to clarify if they could reduce lighting at night. The applicant complied with landscaping requirements and proposed a decorative fence along Hewitt Road to screen the outdoor seating area. Building

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Planning Commission Regular Meeting Minutes
February 11, 2020
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elevations meet design requirements and meet gas station standards. Curb cuts would need to be approved by Washtenaw County Road Commission or MDOT.

Commissioner Eldridge said they were one of 4 entities on Re-Imagine Washtenaw and asked how many others have adopted the plan.

Ms. Masson-Minock stated she did not know and said both the City of Ypsilanti and Pittsfield Township made some zoning ordinance changes but neither require a hard corner for gas stations.

Commissioner Tawakkul asked how many new business or redeveloped businesses have incorporated the requirements.

Ms. Masson-Minock said she did not know about other municipalities but in Ypsilanti Township since 2017 no site plans have met the standards.

Commissioner Krieg said Re-Imagine Washtenaw is a long term plan and the goal was to make people want to go there. In his opinion there is no need for another gas station in the area.

Scott Tousignant, Boss Engineering, 3121 East Grand River Avenue, Howell, said the Re-Imaging Washtenaw plan called for a separate bus pull off lane on Washtenaw for the site. He said the site was small and there were safety concerns and the lane would eliminate site access from Washtenaw Avenue. He reiterated it was important for the gas pumps to be visible and therefore the building could not be on the hard corner.

Commissioner Tawakkul asked if they would be open 24 hours and how that would affect lighting.

Jack Knowles, Group 10, applicant, said it would likely be open 24 hours but if not the lights would be dimmed. He said the gas station would look nice and would look better than the vacant lot that is there now. He noted the improvements to the site plan including elevations, outdoor seating area and wider sidewalks.

Commissioner Eldridge said the applicant's other gas station at Michigan and Denton was well lit and clean. He said he has received several phone calls about the vacant lot from residents and said if the Township was sincere in wanting to make Washtenaw Avenue nicer this was an opportunity. He mentioned some businesses that were not required to be built at the front of the lot and said the applicant met all requirements. He said he thought this would be positive for the Township.

Commissioner Krieg said he appreciated the efforts of the applicant to meet the requirements but was frustrated with the lack of imagination. He said he would never use the outside seating area because of the gas smell and lack of vehicle barrier. He said he was disappointed that a gas station was the only option that they had.

The public hearing opened at 7:03pm

Mike Koza, 6250 Walnut Lake Road, West Bloomfield, owner of the property, said when he purchased the property and the gas station that was there it was dilapidated and old. He tore it down for safety reasons. He said he prides himself in the quality of their gas stations and the employment they provide. He said he has tried to sell the property for the last 5 years but could not because it was not large enough for a drive thru and then a medical office backed out. He said he felt he has done everything possible and does not want to keep paying taxes on a vacant lot.

The public hearing closed at 7:07pm

A motion was made by Commissioner Tawakkul, supported by Commissioner Peterson to approve the request for preliminary site plan approval for construction of a 4,200 square foot gas station and convenience store for a site

zoned B-3, General Business, located at 2169 Washtenaw Avenue, Parcel K-11-06-478-001 with the following conditions:

All exterior lighting fixtures shall be turned off between the hours of 11pm and sunrise except where used for security purposes or where the use of the property continues after 11pm.

The applicant shall obtain the applicable Washtenaw County Water Resource Commission, Washtenaw County Road Commission and Michigan Department of Transportation permits.

The motion carried as follows:

Sinkule: Yes Peterson: Yes Eldridge: Yes Krieg: No Tawakkul: Yes

EI-Assadi: Yes

A motion was made by Commissioner Tawakkul, supported by Commissioner Peterson to approve the request for special land use permit approval for construction of a 4,200 square foot gas station and convenience store for a site zoned B-3, General Business, located at 2169 Washtenaw Avenue, Parcel K-11-06-478-001.

The motion carried as follows:

Sinkule: Yes Peterson: Yes Eldridge: Yes Krieg: No Tawakkul: Yes

EI-Assadi: Yes

B. ZONING ORDINANCE TEXT AMENDMENT – TO CONSIDER RECOMMENDATION TO THE TOWNSHIP BOARD OF TRUSTEES A ZONING ORDINANCE TEXT AMENDMENT REGARDING SECTION 306, SCHEDULE OF USES, TO PERMIT MEDICAL MARIHUANA DISPENSARIES AND MEDICAL MARIHUANA NURSERIES AS A SPECIAL USE SUBJECT TO CONDITIONS IN SECTION 1841 IN THE I-C, INDUSTRIAL COMMERCIAL, ZONING DISTRICT AND PROHIBIT MEDICAL MARIHUANA DISPENSARIES AND MEDICAL MARIHUANA NURSERIES AS A SPECIAL USE SUBJECT TO CONDITIONS IN SECTION 1841 IN THE I-1 LIGHT INDUSTRIAL, AND I-2, GENERAL INDUSTRIAL, ZONING DISTRICTS.

Ms. Masson-Minock gave a brief overview.

The public hearing opened at 7:14pm

No persons wished to speak.

The public hearing closed at 7:14pm

A motion was made by Commissioner Eldridge, supported by Commissioner Tawakkul to forward to the Township Board of Trustees the proposed zoning ordinance amendment for medical marihuana site locations as stipulated in the information via Carlisle-Wortman's report.

The motion carried as follows:

Sinkule: Yes Peterson: Yes Eldridge: Yes Krieg: Yes Tawakkul: Yes

EI-Assadi: Yes

C. PRELIMINARY SITE PLAN – ANDY ANDRE – 460 AND 350 JOE HALL DRIVE – TO CONSIDER THE PRELIMINARY SITE PLAN FOR THE CONSTRUCTION OF A 107-ROOM, 4-STORY HOLIDAY INN EXPRESS AND SUITES HOTEL

**Charter Township Of Ypsilanti
Planning Commission Regular Meeting Minutes
February 11, 2020
Page 4**

FOR A SITE ZONED TC-1, TOWN CENTER, LOCATED AT 460 AND 350 JOE HALL DRIVE, PARCEL K-11-38-363-003 AND K-11-38-363-029.

Mr. Iacoangeli said based on the review comments his office received they feel the project is ready for consideration. He noted the project is located in an area that has over-reaching legal agreements that were put in place by previous owners. He said the agreements give the Township rights to some building and use restrictions. A development agreement would need to be resolved prior to final approval. He said the applicant met all intents of ordinances.

Ms. Masson-Minock said 2 decisions needed to be made; first was deciding about offsite tree replacement and the second was flag pole lights. The applicant proposed a significant number of trees to be removed and there is a regulated wetland on the property which would require a permit from the Michigan Department of Environment, Great Lakes, and Energy (EGLE). Height and bulk density is in compliance and site entry would be from Joe Hall Drive. Non-motorized access would be granted by a 5 foot wide sidewalk which would connect with Hampton Inn's sidewalk. Parking and loading meets all requirements and the applicant proposed 3 upward pointing lights along Joe Hall Drive for a flagpole. The zoning ordinance does not allow unshielded light fixtures except if the Planning Commission approved. Landscaping is in compliance but the applicant said tree replacement cannot be met due to the number of easements. She said the zoning ordinance does allow for the applicant to pay the Township's tree fund in lieu. No issues were found with floor plans or elevations. She said Carlisle-Wortman recommends the applicant provide the EGLE permit and that the Commission consider waivers for tree replacement and flag lights.

Commissioner Eldridge said he did not have an issue with the lights and asked if the 109 trees included the trees that were removed 3 years ago.

Ms. Masson-Minock said they were removed on the Hampton Inn site.

Andy Andre, Stellar Development, 2600 Auburn Road Suite 160, Auburn Hills, applicant, said they did a tree survey and wetlands study and positioned the building in the most open space available to preserve as many trees as possible. He said they would like to provide offsite mitigation because of the many easements. He said the up-lights were not high intensity; the proposed exterior lighting was LED and some lights would automatically fade to dim if no motion is detected. He stated with the sidewalk addition they added pedestrian circulation and a plaza seating area would be included.

A motion was made by Commissioner Eldridge, supported by Commissioner Krieg to approve the request for preliminary site plan approval for construction of a 107-room, 4-story Holiday Inn Express and Suites hotel for a site zoned TC-1, Town Center, located at 460 and 350 Joe Hall Drive, Parcel K-11-38-363-003 and K-11-38-363-029 with the following conditions:

Applicant shall combine Parcels K-11-38-363-003 and K-11-38-363-029.

The Planning Commission approves the 3 at-grade lights that are intended to light a flag pole since such fixtures would enhance the aesthetics of the site and would not cause off-site glare or light pollution.

The applicant shall contribute \$43,600 to the Township tree fund for the removal of 109 trees since the ability to provide the tree replacements onsite is not feasible.

The applicant shall obtain applicable Washtenaw County Water Resources Commission, Washtenaw County Road Commission and Michigan Department of Environment Great Lakes and Energy Permits and if acceptable to the franchise the applicant shall install video cameras covering all exterior parking areas and store records of the video for 45 days and make said records available to law enforcement upon request.

The motion carried as follows:

Sinkule: Yes Peterson: Yes Eldridge: Yes Krieg: Yes Tawakkul: Yes

El-Assadi: Yes

6. NEW BUSINESS

None

7. NEW BUSINESS

A. None

8. OPEN DISCUSSION FOR ISSUES NOT ON THE AGENDA

A. CORRESPONDENCE RECEIVED

None

B. PLANNING COMMISSION MEMBERS

None

C. MEMBERS OF THE AUDIENCE

None

9. TOWNSHIP BOARD REPRESENTATIVE REPORT

Commissioner Eldridge commended Ms. Masson-Minock, Ms. Wilson, Mr. Iacoangeli, Attorney McLain, Attorney Winters and Attorney King on a job well done.

10. ZONING BOARD OF APPEALS REPRESENTATIVE REPORT

None

11. TOWNSHIP ATTORNEY REPORT

None

12. PLANNING DEPARTMENT REPORT

Mr. Iacoangeli said the Master Plan will be before the Township Board at their next meeting. There will not be a 2nd Planning Commission meeting the month of February due to lack of agenda. The sign ordinance will be discussed at an upcoming meeting as it needs to be updated.

13. OTHER BUSINESS

None

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

The meeting was adjourned at 7:36pm

Respectfully submitted,
Laura Gough
OCS Clerk

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: August 10, 2020

RE: **Request authorization to approve the sub-recipient agreement with Washtenaw County for the Schooner Cove Bus Stop Project**

The Residential Services Department is requesting the Ypsilanti Township Board of Trustees to consider authorization to approve the sub-recipient agreement with Washtenaw County for the Schooner Cove Bus Stop project. This project was recently put out to bid and was awaiting approval of funding. The latest timeline is listed below for your reference.

Activity	Deadline
Charter Township of Ypsilanti Township will award contract to most responsible and responsive bidder.	August 18, 2020
Pre-construction meeting	Aug. 19, 2020
Contractor to submit all Davis Bacon paperwork and Section 3 Plan	By Sept. 3, 2020
Contractor will begin construction.	Sept. 7, 2020
Office of Community Development will perform Davis-Bacon Interviews.	September – October 2020
Contractor will achieve substantial completion of project (pavement and storm improvements 100% complete).	October 30, 2020
Contractor will complete final site clean-up/restoration and OHM will perform a final inspection.	May 15, 2021
Charter Township of Ypsilanti will submit request for reimbursement from Washtenaw County OCED, along with accompanying proof of payment, original Davis-Bacon payroll forms, and Section 3 Summary Report.	June 30, 2021
Project Completion Date:	June 30, 2021

Respectfully Submitted,

Mike Hoffmeister
 Director of Residential Services

COUNTY OF WASHTENAW, MICHIGAN

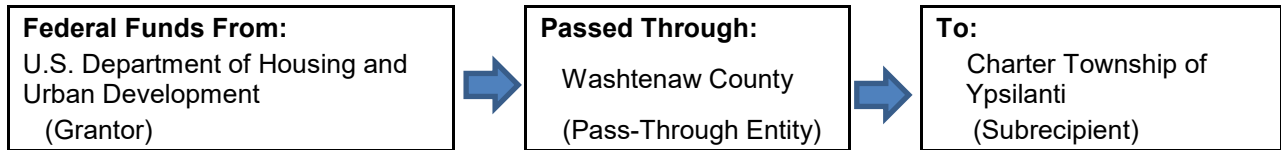
Agreement for Subaward of Federal Financial Assistance

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 **9th day of July, 2020**, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan, as the pass-through entity (hereinafter referred to as the County) and, **the Charter Township of Ypsilanti**, located at 7200 S. Huron River Drive, Ypsilanti, MI 48197, (hereinafter often referred to as the Subrecipient).

This agreement is a subaward of federal financial assistance by the County to the Subrecipient intended to assist, stimulate, or support the Subrecipient in carrying out its allowable activities under the **U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) Program** as requested by the Subrecipient in its application to the County for federal financial assistance.

Flow of Federal Financial Assistance in this Subaward Agreement



ARTICLE I – REQUIRED DATA ELEMENTS

(As detailed in Section 200.331 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget, hereinafter referred to as the Uniform Guidance.)

Subrecipient Name (must match registered name in DUNS)	Charter Township of Ypsilanti
Subrecipient DUNS Number	781488648
Federal Award Identification Number (FAIN)	B-20-UC-26-006
Federal Award Date (the date when the federal award is signed by the authorized official of the federal awarding agency)	2020 – July 9, 2020
Subaward Period of Performance (start and end date)	7/9/2020 - 7/8/2021
Amount of Federal Funds Obligated by this Agreement	\$138,446

Total Amount of Federal Funds Obligated to the Subrecipient	\$138,446
Total Amount of the Federal Award	2020 – \$2,155,422
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)	This contract includes support of eligible costs of construction for a bus stop enhancement project at Schooner Cove Boulevard and S. Huron River Drive in the Charter Township of Ypsilanti.
Name of Federal Awarding Agency	Department of Housing and Urban Development (HUD)
Name of County (Pass-Through Entity)	Washtenaw County
Name and Contact Information for Awarding Official	Gregory Dill 220 N Main PO Box 8645 Ann Arbor, MI 48107 Phone: 734-222-6850
CFDA Number and Name	14 218 – Community Development Block Grant
Is this Subaward for Research and Development? (answer Yes or No)	No
Indirect Cost Rate for the Federal Award (either an approved federally recognized indirect cost rate negotiated between the Subrecipient and the federal government or, if no such rate exists, either a rate negotiated between the County and Subrecipient or a de minimus indirect cost rate of 10% of modified total direct costs may be used). Subrecipient may choose to charge only direct costs to this agreement.	Not applicable

WHEREAS, the Grantee receives funds from the United States Department of Housing and Urban Development (HUD) pursuant to HUD's Community Development Block Grant Entitlement Communities Grants ("CDBG") and the Grantee is authorized to award CDBG funds pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C. 5301, et. seq.; and

WHEREAS, the Grantee has been designated as an entitlement county for the CDBG Program and acts as the lead entity for the Washtenaw Urban County, which consists of the City of Ann Arbor, City of Dexter, City of Saline, City of Ypsilanti, Ann Arbor Township, Augusta Township, Bridgewater Township, Dexter Township, Lima Township, Manchester Township, Northfield Township, Pittsfield Township, Salem Township, Saline Township, Scio Township, Superior Township, Sylvan Township, Webster Township, York Township, and Ypsilanti Township; and

WHEREAS, the Subrecipient has agreed to collaborate with the Office of Community and Economic Development (OCED) to manage this public improvement project; and

In consideration of the mutual covenants and obligations contained in this Agreement, including the Attachments, and subject to the terms and conditions stated, THE PARTIES AGREE AS FOLLOWS:

ARTICLE II - SCOPE OF SERVICES

The Subrecipient will agree to use Washtenaw Urban County 2020 CDBG funds for the eligible costs of construction for a bus stop enhancement project at Schooner Cove Boulevard and S. Huron River Drive in the Charter Township of Ypsilanti. Design includes a bus bay (pull out) at the northeast corner of Schooner Cove Boulevard and S. Huron River Drive, improvements to existing storm water management system and adjacent asphalt pathway, and addition of a pedestrian crosswalk to access the bus stop from the south side of Huron River Drive. The contract will be paid for with 2020 Urban County CDBG funding, **not to exceed One Hundred Thirty Eight Thousand Four Hundred Forty Six Dollars and Zero Cents (\$138,446.00)**, in accordance with the budget in Attachment B. Project costs exceeding \$138,446.00 will be the responsibility of the Township.

ARTICLE III - PAYMENT AND CASH MANAGEMENT

If the County is paid in advance by the federal awarding agency under the above named federal assistance award, the Subrecipient may also be paid in advance if it meets the requirements in Section 1 below.

Section 1 - Cash Advances. The Subrecipient may request an advance of funds under this agreement if it maintains or demonstrates the willingness to maintain both:

1. written procedures that minimize the time elapsing between the transfer of funds from the County and the subsequent disbursement of the funds by the Subrecipient,
2. financial management systems that meet the standards for fund control and accountability as defined in Section 200.305 of the Uniform Guidance.

Requests for advance of funds must be limited to the minimum amount needed and must be timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the terms of this agreement. The timing and amount of the advance must be as close as is "administratively feasible" to the actual disbursement to be made by the Subrecipient.

Section 2 - Reimbursement. If the Subrecipient does not meet the requirements in Section 1 above, it shall submit periodic reimbursement requests to the County. This may be done on a monthly or quarterly basis. The reimbursement request shall be accompanied by the agreed upon financial and programmatic reports. The County shall pay the Subrecipient within 30 calendar days after the receipt of the reimbursement request and the agreed upon financial/programmatic reports, unless the County reasonably believes the reimbursement request to be improper.

ARTICLE IV - REPORTING OF SUBRECIPIENT

Section 1 - The Subrecipient is to report to the CDBG Management Analyst, and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - The Subrecipient shall submit financial reports **as requested to the OCED Fiscal Assistant**. The Subrecipient shall submit programmatic reports **as requested to CDBG Management Analyst**.

Section 3 - All reports, estimates, memoranda and documents submitted by the Subrecipient must be dated and bear the Subrecipient's name. Financial reports shall be submitted in a timely manner to the County and shall be in agreement with the amounts shown in the Subrecipient's financial system and shall be supported by appropriate documentation (payroll records, invoices, etc.). Final financial and programmatic reports shall be submitted by the

Subrecipient within 30 days of the end of this agreement unless an extension of time is granted in writing by the County.

Section 4 - The Subrecipient agrees to only incur costs under this agreement which are eligible under the Cost Principles detailed in Section 200.400-475 of the Uniform Guidance.

Section 5 - The Subrecipient shall retain all reports, records and supporting documentation pertaining to this agreement for a period of three years from the date of submission of the final expenditure report and shall make them available to the County and the federal awarding agency upon request.

Section 6 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 7 - The County may review and inspect the Subrecipient's activities during the term of this agreement.

Section 8 - When applicable, the Subrecipient will submit a final, written report to the County Administrator.

Section 9 - After reasonable notice to the Subrecipient, the County may review any of the Subrecipient's internal records, reports, or insurance policies.

Section 10 - The Subrecipient and/or subcontractors shall disclose in writing to the County any potential conflict of interest it has related to the County or this agreement subject to the provisions 2 CFR 200.318.

Section 11 - The Subrecipient shall disclose in writing to the County in a timely manner all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this agreement.

Section 12 - The Subrecipient shall report to the County in a timely manner if any adverse or problematic situations arise between reporting deadlines describing the nature of the problem and what is being done to address it.

ARTICLE V - TERM

This agreement begins on **July 9, 2020** and ends on **July 8, 2021**, with an option to extend an additional **3 months**. No costs eligible under this agreement shall be incurred by the Subrecipient before or after these dates, except with prior written approval of the County.

ARTICLE VI- RESPONSIBILITIES OF THE SUBRECIPIENT

Section 1 - The Subrecipient agrees to comply with all applicable federal, State, and local regulations including the Uniform Guidance. The Subrecipient agrees to comply with the management systems standards (financial management (Sections 200.302-304), procurement (Sections 200.317-326), and property management (Sections 200.310-316)) of the Uniform Guidance.

Section 2 - The Subrecipient agrees to have performed a Single Audit of its federal expenditures if it reaches the Single Audit dollar threshold in federal expenditures during its fiscal year as detailed in Section 200.501 of the Uniform Guidance. The County reserves the right to

perform or cause to be performed additional audits if it deems such to be necessary to insure compliance with the terms of this agreement or to determine the eligibility of the reported expenditures for reimbursement.

Section 3 - The Subrecipient agrees to comply with the provisions of the Byrd Amendment (Public Law 101-121, Section 319 - 31 U.S. Code Section 1352) which prohibits the use of federal funds by the recipient or subrecipient of a Federal contract, grant, loan, or cooperative agreement to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal funds awarded under this agreement.

Section 4 – The Subrecipient agrees to comply with the provisions of the Stevens Amendment (Section 8136 of the Department of Defense Appropriations Act – Public Law 100-463) which stipulates that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be funded by non-governmental sources.

Section 5 - In addition to this agreement, the Subrecipient shall complete, sign, and submit to the County the following documents which are attached as part of this agreement:

1. Standard Assurances
2. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
3. Audit Certification

ARTICLE VII – SUSPENSION OF FUNDING

The County may suspend funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

1. Failure to expend funds in a timely manner consistent with the agreement milestones, guidance, and assurances.
2. Failure to comply with the requirements or statutory objectives of federal or state law.
3. Failure to follow agreement requirements or special conditions.
4. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the application would not have been approved for funding.
5. Failure to submit required reports.
6. Filing of a false certification on the application or other report or document.
7. Failure to adequately manage, monitor or direct the activities of its subrecipients that are funded under this agreement.

Before taking action, the County will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

The County reserves the right to recommend to the federal government that the Subrecipient be suspended or debarred in the case of sustained significant noncompliance by the Subrecipient with the award provisions.

ARTICLE VIII- PERSONNEL

Section 1 - The Subrecipient will provide the required services and will not subaward or assign the services without the County's written approval.

Section 2 - The Subrecipient will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that all work done under this agreement shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore entity or offshore business interest either owned or affiliated with the Subrecipient. For purposes of this agreement, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE IX-INDEPENDENT CONTRACTOR

Contractor and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Contractor shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this contract, Contractor retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.

Contractor shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Contractor shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Contractor.

ARTICLE X - INDEMNIFICATION AGREEMENT

The Subrecipient will protect, defend and indemnify the County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Subrecipient's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this agreement resulting in whole or in part from negligent acts or omissions of Subrecipient, any subcontractor of the Subrecipient, or any employee, agent or representative of the Subrecipient or any subcontractor of the Subrecipient. Nothing herein shall be construed to waive, limit or restrict any governmental immunity defense available to the subrecipient (Ypsilanti Township).

ARTICLE XI- INSURANCE REQUIREMENTS

The Subrecipient will maintain at its own expense during the term of this Agreement, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this agreement.
3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage. For transportation services contracts, the County shall be added as additional insured on automobile liability policy with respect to the services provided under this contract.

Insurance companies, named insureds and policy forms may be subject to the approval of the County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to The County. Subrecipient shall be responsible to the County or insurance companies insuring the County for all costs resulting from both financially unsound insurance companies selected by Subrecipient and their inadequate insurance coverage. Subrecipient shall furnish the County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Subrecipient until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Subrecipient expires or is canceled during the term of the agreement, services and related payments will be suspended. Subrecipient shall furnish certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this agreement. Certificates shall be addressed to the County c/o: **Office of Community and Economic Development, 415 West Michigan Ave, Suite 2200, Ypsilanti, MI 48197, Contract # _____**, and shall provide for written notice to the Certificate holder of cancellation of coverage.

ARTICLE XII - COMPLIANCE WITH LAWS AND REGULATIONS

The Subrecipient will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

The Subrecipient agrees to maintain the proper organizational status (such as 501 (c)(3) if needed) to be eligible to receive federal financial assistance under this grant, including proper licensure, registration, etc. Subrecipient agrees to keep itself in the same legal position/mode of organization as when it entered into this agreement.

ARTICLE XIII - INTEREST OF SUBRECIPIENT AND COUNTY

The Subrecipient promises that it has no interest which would conflict with the performance of services required by this agreement. The Subrecipient also promises that, in the performance of this agreement, no officer, agent, employee of the County, or member of its governing bodies, may participate in any decision relating to this agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE XIV - CONTINGENT FEES

The Subrecipient promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Subrecipient, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Subrecipient, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this agreement. For breach of this promise, the County may cancel this agreement without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Subrecipient.

ARTICLE XV - EQUAL EMPLOYMENT OPPORTUNITY

The Subrecipient will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Subrecipient will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Subrecipient agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Subrecipient, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XVI - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service agreement with the County to pay their employees under that agreement, a minimum of either \$13.91 per hour with benefits or \$15.51 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, 2021 and annually thereafter which amount shall be automatically incorporated into this agreement. County agrees to give the Subrecipient thirty (30) days written notice of such change. The Subrecipient agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XVII - ASSIGNS AND SUCCESSORS

This agreement is binding on the County and the Subrecipient, their successors and assigns. Neither the County nor the Subrecipient will assign or transfer its interest in this agreement without the written consent of the other.

ARTICLE XVIII - TERMINATION OF AGREEMENT

Termination without cause. Either party may terminate the agreement by giving thirty (30) days written notice to the other party. Upon any such termination, the Subrecipient agrees to return to the County any funds not authorized for use, and the County shall have no further obligation to reimburse the Subrecipient. Upon termination of the agreement, the Subrecipient shall submit documentation, in a format specified by the County, to formally end its participation in the agreement.

ARTICLE XIX - EQUAL ACCESS

The Subrecipient shall provide the services set forth in the Scope of Service section of this agreement without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XX - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this agreement will be freely available to the public. None may be copyrighted by the Subrecipient. During the performance of the services, the Subrecipient will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this agreement by the Subrecipient must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XXI - PAYROLL TAXES

The Subrecipient is responsible for all applicable state and federal social security benefits and unemployment taxes for its employees and agrees to indemnify and protect the County against such liability.

ARTICLE XXII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XXIII - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the County and the Subrecipient, will be incorporated into this agreement by written amendments signed by both parties.

Unilateral modification of the agreement may take place by the County if the underlying programmatic legislation or regulations are changed by the federal government. If this unilateral modification is objectionable to the Subrecipient, it may withdraw from receiving further federal financial assistance under this agreement by giving (thirty) 30 days written notice to the County.

The Subrecipient agrees to inform the County in writing concerning any proposed changes of dates, budget, or services indicated in this agreement, as well as changes of address or personnel affecting this agreement. Changes in dates, budget, or services are subject to prior written approval of the County.

ARTICLE XXIV - CHOICE OF LAW AND FORUM

This agreement is to be interpreted by the laws of the State of Michigan. The parties agree that the proper forum for any disputes or litigation arising out of this agreement is in Washtenaw County, Michigan.

The County and the Subrecipient agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation. This is not to be construed as a waiver of governmental immunity for either party.

ARTICLE XXV - EXTENT OF AGREEMENT

This written agreement, including any attachments thereto, represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE XXVI – PRIVACY / THIRD PARTIES

This agreement is solely between the County and Subrecipient. No other parties are part of this agreement. This agreement is not intended to make any person or entity, not a party to this agreement, a third party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

ARTICLE XXVII - SEVERABILITY

The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision of this agreement, which shall remain in full force and effect.

ARTICLE XXVIII - NOTICES

Communication notices for this agreement may be delivered via electronic mail, U.S. mail, hand delivery, or fax.

The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the organization he or she represents. By signing this agreement, the County and the Subrecipient agree to comply with all of the requirements specified in this agreement.

ATTESTED TO: WASHTENAW COUNTY (Pass-Through Entity)

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: _____
Gregory Dill (DATE)
County Administrator

APPROVED AS TO CONTENT: Charter Township of Ypsilanti (Subrecipient)

By: _____
Teresa Gillotti (DATE)
Director, OCED

BY: _____
Brenda Stumbo (DATE)
Township Supervisor

By: _____
Karen Lovejoy Roe (DATE)
Township Clerk

APPROVED AS TO FORM:

By: _____
Michelle K. Billard (DATE)
Office of Corporation Counsel

STANDARD ASSURANCES - CONSTRUCTION PROGRAMS

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955 as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Signature of Subrecipient's Authorized Representative

Title of Subrecipient's Authorized Representative

Name of Subrecipient Organization

Date Submitted

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when Washtenaw County determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 –

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

Check [] if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction; (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Washtenaw County Administrator's Office, 220 N. Main, P.O. Box 8645, Ann Arbor, MI 48107-8645. Notice shall include the identification number(s) of each affected grant;
- (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:

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.

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

Name of Subrecipient Organization

- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Printed Name and Title of Subrecipient's Authorized Representative

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Signature of Subrecipient's Authorized Representative

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

Date

Subrecipient Audit Certification

Federal Audit Requirements - Fiscal Years Beginning After December 26, 2014

Non-federal organizations which expend \$750,000 or more in federal funds during their fiscal year are required to have a Single Audit performed in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget. Subrecipients must submit their audit report to the Federal Audit Clearinghouse within the earlier of 30 days after receipt of the auditor's report, or within 9 months after the end of the audit period for each year the Subrecipient meets the \$750,000 federal expenditure threshold.

Program: _____ CFDA Number: _____

Subrecipient Information:

Organization Name: _____

Street Address: _____

City, State, Zip Code: _____

Independent Audit Firm: _____

Certification for Fiscal Year Ending (mm/dd/yyyy): _____

(Check appropriate box):

- I certify that the Subrecipient shown above **does not expect** to expend \$750,000 or more in federal funds during at least one fiscal year that funds are received for the above listed program and thus it will not be required to have a Single Audit performed under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget, for the above listed program.
- I certify that the Subrecipient shown above **expects it will** expend \$750,000 or more in federal funds during at least one fiscal year that funds are received for the above listed program and thus it will be required to have a Single Audit performed under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget.

Signature of Subrecipient's Authorized Representative

Date

For Washtenaw County Use Only

Reviewed By: _____

Date: _____

ATTACHMENT A- SCOPE AND LOCATION OF SERVICES & PROJECT TIMELINE**NARRATIVE DESCRIPTION/ SCOPE OF WORK:**

WASHTENAW COUNTY will contract with the **TOWNSHIP** for the eligible costs of construction for a bus stop enhancement project at Schooner Cove and S. Huron River Drive in the Charter Township of Ypsilanti. These activities will be paid for with 2020 CDBG funding in accordance with the budget in Attachment B.

The full construction plans upon which the construction will be based can be found in Attachment C (Request for Proposals Bid Book).

PROJECT TIMELINE:

A competitive Request for Proposals process was administered by OHM Advisors; the bid opening occurred on April 17, 2020. **See Attachment C for the full RFP bid book as published.** A bid award is expected to be approved at the Ypsilanti Township Board of Trustees meeting on August 4, 2020. The expected timeline for construction as outlined in the bid specifications is as follows:

Activity	Deadline
Charter Township of Ypsilanti Township will award contract to most responsible and responsive bidder.	August 18, 2020
Pre-construction meeting	August 19, 2020
Contractor to submit all required Davis Bacon paperwork and Section 3 Plan	Sept. 9, 2020
Contractor will begin construction.	Sept. 14, 2020
Office of Community Development will perform Davis-Bacon Interviews.	September – October 2020
Contractor will achieve substantial completion of project (pavement and storm improvements 100% complete).	October 30, 2020
Contractor will complete final site clean-up/restoration and OHM will perform a final inspection.	May 15, 2021
Charter Township of Ypsilanti will submit request for reimbursement from Washtenaw County OCED, along with accompanying proof of payment, original Davis-Bacon payroll forms, and Section 3 Summary Report.	June 30, 2021
Project Completion Date: June 30, 2021	

ATTACHMENT B- PROJECT BUDGET**SUMMARY OF TERMS:**

The COUNTY agrees to pay to or on behalf of the **TOWNSHIP** an amount not to exceed **One Hundred Thirty Eight Thousand Four Hundred Forty Six Dollars and Zero Cents (\$138,446.00) in 2020 CDBG Funds** according to the budget below:

PROJECT BUDGET:

Schooner Cove Bus Stop Enhancement Project Construction Budget	
REVENUE SOURCE(S):	TOTAL
Grant Amounts CDBG (2020) - allocation	\$138,446.00
Other Support (In-Kind)	
Status of Funds	
Total Revenues	\$138,446.00
PROGRAM EXPENSES	TOTAL
Personnel, Taxes & Fringe Benefits	
Consultant & Contractual Fees	
Space & Related Costs	
Printing / Supplies	
Specific Assistance - scholarships	
Audit	
Program Evaluation	
Marketing	
Other – postage, communications	
Other – travel, insurance	
Other – staff development	
Other – construction	\$138,446.00
Total Expenditures	\$138,446.00

Contract # _____

ATTACHMENT C- REQUEST FOR PROPOSALS BID BOOK

Contract # _____

ATTACHMENT D- BID SHEET & BID TAB RECEIVED 4/17/20

Contract # _____

Insert OHM bid sheet

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: August 10, 2020

RE: **Request authorization to approve the contract with Best Asphalt for the Schooner Cove Bus Stop Project**

The Residential Services Department is requesting the Ypsilanti Township Board of Trustees to consider authorization to approve the contract with Best Asphalt for the Schooner Cove Bus Stop Project. This project was recently put out to bid and was awaiting approval of funding. Best Asphalt was the apparent low bidder and we are now ready to proceed with the project.

Activity	Deadline
Charter Township of Ypsilanti Township will award contract to most responsible and responsive bidder.	August 18, 2020
Pre-construction meeting	Aug. 19, 2020
Contractor to submit all Davis Bacon paperwork and Section 3 Plan	By Sept. 3, 2020
Contractor will begin construction.	Sept. 7, 2020
Office of Community Development will perform Davis-Bacon Interviews.	September – October 2020
Contractor will achieve substantial completion of project (pavement and storm improvements 100% complete).	October 30, 2020
Contractor will complete final site clean-up/restoration and OHM will perform a final inspection.	May 15, 2021
Charter Township of Ypsilanti will submit request for reimbursement from Washtenaw County OCED, along with accompanying proof of payment, original Davis-Bacon payroll forms, and Section 3 Summary Report.	June 30, 2021
Project Completion Date:	June 30, 2021

Respectfully Submitted,

Mike Hoffmeister
 Director of Residential Services



May 1, 2020

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

RE: Recommendation of Winning Bid
Schooner Cove Bus Stop Project

Dear Mr. Hoffmeister:

Sealed bids for the Schooner Cove project were received and publicly read aloud at 2:00 p.m. on Friday, April 17, 2020 at the Charter Township of Ypsilanti Civic Center. Five (5) prospective contractors obtained plans and specifications for the project. Proposals were received from five (5) bidders with as-checked results ranging from \$165,803.00 to \$307,018.00. The engineer's final estimate for the project was approximately \$120,000.00.

The low bid was received from Best Asphalt, located at 6334 N. Beverly Plaza, Romulus, MI 48174 in the amount of \$165,803.00. In reviewing their bid, all required information, including bond surety, statement of qualifications, and subcontractors listing, has been provided.

It is felt that Best Asphalt and their subcontractors are capable of performing the work based on past experiences, referenced projects, and information provided with the statement of qualifications in the bid package. **Based on the submitted information, it is recommended that the Schooner Cove Bus Stop winning bid be held for Best Asphalt of Romulus, MI in the amount of \$165,803.00. We also recommend a 10% contingency to help cover unforeseen issues or additional work that may be determined in the field. This results in a total recommended construction budget of about \$182,500.00.**

Recommendation for the project award is contingent on U.S. Department of Housing and Urban Development (HUD) approval of the Washtenaw County 2020 Annual Action Plan and allocation of 2020 Community Development Block Grant (CDBG) funding from HUD. Recommendation for the project award is anticipated in mid-September, with project construction commencing shortly thereafter. Per Washtenaw County, project construction is not to commence until HUD allocates CDBG funds and the project has been awarded.

Should there be any questions, please contact this office at (734) 522-6711.

Sincerely,

OHM Advisors,

A handwritten signature in black ink, appearing to read "Matthew D. Parks", is written over a horizontal line.

Matthew D. Parks

Encl. Bid Tab

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



Tara Cohen, Washtenaw County CDBG Management Analyst
Doug Winters, Township Attorney
Elliot Smith, OHM Advisors
File

Tabulation of Bids Received on 4/17/2020
 Schooner Cove Bus Stop
 Ypsilanti Township, Washtenaw County, State of Michigan
 OHM Job No.: 0098-18-0043

Best Asphalt, Inc.
 6334 N. Beverly Plaza
 Romulus, MI 48174

JB Contractors, Inc.
 2933 Military
 Detroit, MI 48209

Gibraltar Construction Company
 2650 Van Horn
 Trenton, MI 48183

North American Construction Enterprises, LLC
 22920 Industrial Drive East
 St. Clair Shores, MI 48080

Audia Concrete Construction, Inc.
 2985 Childs Lake Road
 Milford, MI 48381

Phone: (734) 729-9440

Phone: (313) 995-8301

Phone: (734) 234-8005

Phone: (586) 498-9003

Phone: (248) 676-9570

Item No.	Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
Category 1 - Overall Project													
1)	Mobilization, Max. 5%	1.00	LSUM	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$10,500.00	\$10,500.00	\$12,250.00	\$12,250.00	\$10,000.00	\$10,000.00
2)	Audio / Visual Route Survey	1.00	LSUM	\$1,100.00	\$1,100.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$7,400.00	\$7,400.00	\$6,500.00	\$6,500.00
3)	Traffic Maintenance and Control	1.00	LSUM	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$3,000.00	\$3,000.00	\$23,976.00	\$23,976.00	\$10,000.00	\$10,000.00
4)	Permit Allowance	1.00	LSUM	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
5)	Minor Traf Devices	1.00	LSUM	\$1,000.00	\$1,000.00	\$5,550.00	\$5,550.00	\$5,300.00	\$5,300.00	\$4,884.00	\$4,884.00	\$24,000.00	\$24,000.00
Subtotal Category 1 (Items 1-5 incl.):					<u>\$19,100.00</u>		<u>\$30,550.00</u>		<u>\$25,300.00</u>		<u>\$53,510.00</u>		<u>\$55,500.00</u>
Category 2 - Project Removal/SESC													
6)	Curb and Gutter, Rem	17.00	Ft	\$43.00	\$731.00	\$59.00	\$1,003.00	\$53.00	\$901.00	\$32.56	\$553.52	\$18.00	\$306.00
7)	Pavt, Rem	54.00	Syd	\$13.00	\$702.00	\$60.00	\$3,240.00	\$59.00	\$3,186.00	\$19.24	\$1,038.96	\$18.00	\$972.00
8)	Pathway, Rem	156.00	Syd	\$6.50	\$1,014.00	\$15.00	\$2,340.00	\$8.00	\$1,248.00	\$15.54	\$2,424.24	\$26.00	\$4,056.00
9)	Subgrade Undercutting, Type II	50.00	Cyd	\$80.00	\$4,000.00	\$50.00	\$2,500.00	\$75.00	\$3,750.00	\$81.40	\$4,070.00	\$43.00	\$2,150.00
10)	Erosion Control, Inlet Protection, Fabric Drop	3.00	Ea	\$100.00	\$300.00	\$200.00	\$600.00	\$200.00	\$600.00	\$414.00	\$1,242.00 ¹	\$180.00	\$540.00
11)	Erosion Control, Silt Fence	712.00	Ft	\$1.50	\$1,068.00	\$6.00	\$4,272.00	\$6.00	\$4,272.00	\$3.77	\$2,684.24	\$5.00	\$3,560.00
12)	Erosion Control, Check Dam	1.00	Ea	\$400.00	\$400.00	\$500.00	\$500.00	\$350.00	\$350.00	\$710.40	\$710.40	\$425.00	\$425.00
13)	HMA Base Crushing and Shaping	588.00	Syd	\$8.50	\$4,998.00	\$15.00	\$8,820.00	\$25.00	\$14,700.00	\$37.00	\$21,756.00	\$65.00	\$38,220.00
Subtotal Category 2 (Items 6-13 incl.):					<u>\$13,213.00</u>		<u>\$23,275.00</u>		<u>\$29,007.00</u>		<u>\$34,479.36²</u>		<u>\$50,229.00</u>
Category 3 - Project Construction													
14)	Structure Adj.	5.00	Ea	\$400.00	\$2,000.00	\$700.00	\$3,500.00	\$565.00	\$2,825.00	\$888.00	\$4,440.00	\$700.00	\$3,500.00
15)	Embankment, LM	73.00	Cyd	\$63.00	\$4,599.00	\$50.00	\$3,650.00	\$49.00	\$3,577.00	\$42.92	\$3,133.16	\$80.00	\$5,840.00
16)	Station Grading	10.50	Sta	\$350.00	\$3,675.00	\$2,857.00	\$29,998.50	\$3,000.00	\$31,500.00	\$1,028.60	\$10,800.30	\$1,300.00	\$13,650.00
17)	Maintenance Aggregate	35.00	Ton	\$60.00	\$2,100.00	\$40.00	\$1,400.00	\$38.00	\$1,330.00	\$44.77	\$1,566.95	\$45.00	\$1,575.00
18)	Aggregate Base, 21AA Limestone, 6 inch	183.00	Ton	\$67.00	\$12,261.00	\$50.00	\$9,150.00	\$49.80	\$9,113.40	\$37.15	\$6,798.45 ³	\$40.00	\$7,320.00
19)	Aggregate Base, 21AA Limestone, 10 inch	129.00	Ton	\$67.00	\$8,643.00	\$50.00	\$6,450.00	\$49.80	\$6,424.20	\$39.37	\$5,078.73 ⁴	\$45.00	\$5,805.00
20)	Storm Structure, Reconstruction	3.00	Ft	\$500.00	\$1,500.00	\$400.00	\$1,200.00	\$380.00	\$1,140.00	\$1,110.00	\$3,330.00	\$265.00	\$795.00
21)	Trench Undercut and Backfill	150.00	Cyd	\$90.00	\$13,500.00	\$50.00	\$7,500.00	\$75.00	\$11,250.00	\$79.92	\$11,988.00	\$40.00	\$6,000.00
22)	Dr Structure, 24 inch dia	1.00	Ea	\$5,372.00	\$5,372.00	\$2,800.00	\$2,800.00	\$1,800.00	\$1,800.00	\$5,772.00	\$5,772.00	\$4,000.00	\$4,000.00
23)	Dr Structure, Tap, 12 inch	1.00	Ea	\$400.00	\$400.00	\$500.00	\$500.00	\$500.00	\$500.00	\$2,812.00	\$2,812.00	\$900.00	\$900.00
24)	Sewer, CI IV, RCP, 12 inch	124.00	Ft	\$77.00	\$9,548.00	\$70.00	\$8,680.00	\$70.00	\$8,680.00	\$106.56	\$13,213.44	\$135.00	\$16,740.00
25)	Culvert, CI A, Corrugated, 12 inch	63.00	Ft	\$55.00	\$3,465.00	\$60.00	\$3,780.00	\$61.00	\$3,843.00	\$56.24	\$3,543.12	\$100.00	\$6,300.00
26)	Culvert End Section	3.00	Ea	\$333.00	\$999.00	\$500.00	\$1,500.00	\$300.00	\$900.00	\$518.00	\$1,554.00	\$1,000.00	\$3,000.00
27)	Hand Patching	10.00	Ton	\$350.00	\$3,500.00	\$575.00	\$5,750.00	\$700.00	\$7,000.00	\$473.60	\$4,736.00	\$500.00	\$5,000.00
28)	HMA, 4E1 Base, 2 inch	19.00	Ton	\$233.00	\$4,427.00	\$322.00	\$6,118.00	\$300.00	\$5,700.00	\$370.00	\$7,030.00	\$500.00	\$9,500.00
29)	HMA, 5E1 Wear, 2 inch	19.00	Ton	\$236.00	\$4,484.00	\$322.00	\$6,118.00	\$300.00	\$5,700.00	\$444.00	\$8,436.00	\$500.00	\$9,500.00
30)	HMA, LVSP, Pathway, 3 inch	34.00	Ton	\$176.00	\$5,984.00	\$322.00	\$10,948.00	\$300.00	\$10,200.00	\$407.00	\$13,838.00	\$700.00	\$23,800.00
31)	HMA, 4E1 Level, 2 inch	19.00	Ton	\$236.00	\$4,484.00	\$322.00	\$6,118.00	\$300.00	\$5,700.00	\$370.00	\$7,030.00	\$500.00	\$9,500.00
32)	Curb and Gutter, Conc, Det F4	150.00	Ft	\$44.00	\$6,600.00	\$45.00	\$6,750.00	\$44.00	\$6,600.00	\$74.00	\$11,100.00	\$42.00	\$6,300.00
33)	Mountable Curb, Conc, 1 inch	140.00	Ft	\$49.00	\$6,860.00	\$45.00	\$6,300.00	\$41.00	\$5,740.00	\$74.00	\$10,360.00	\$40.00	\$5,600.00
34)	Sidewalk Ramp, Conc, 6 inch	1017.00	Sft	\$12.00	\$12,204.00	\$10.00	\$10,170.00	\$10.00	\$10,170.00	\$14.80	\$15,051.60	\$30.00	\$30,510.00
35)	Sidewalk, Conc, 4 inch	1060.00	Sft	\$8.30	\$8,798.00	\$7.00	\$7,420.00	\$7.00	\$7,420.00	\$11.84	\$12,550.40	\$12.00	\$12,720.00
36)	Sign, Crosswalk, Yield	2.00	Ea	\$550.00	\$1,100.00	\$325.00	\$650.00	\$325.00	\$650.00	\$584.60	\$1,169.20	\$1,950.00	\$3,900.00
37)	Pedestrian Ahead, Yellow Green, Permanent Sign, 6 foot	2.00	Ea	\$550.00	\$1,100.00	\$350.00	\$700.00	\$350.00	\$700.00	\$584.60	\$1,169.20	\$2,200.00	\$4,400.00
38)	Pavt Mrkg, Polyurea, 12 inch, White	85.00	Ft	\$25.00	\$2,125.00	\$28.00	\$2,380.00	\$28.00	\$2,380.00	\$31.08	\$2,641.80	\$30.00	\$2,550.00
39)	Riprap, Plain	16.00	Ton	\$40.00	\$640.00	\$150.00	\$2,400.00	\$150.00	\$2,400.00	\$156.88	\$2,510.08	\$50.00	\$800.00
40)	Slope Restoration	223.00	Syd	\$14.00	\$3,122.00	\$22.30	\$4,972.90	\$24.00	\$5,352.00	\$59.20	\$13,201.60	\$8.00	\$1,784.00
Subtotal Category 3 (Items 14-40 incl.):					<u>\$133,490.00</u>		<u>\$156,903.40</u>		<u>\$158,594.60</u>		<u>\$184,854.03⁵</u>		<u>\$201,289.00</u>
TOTAL BID AMOUNT:					<u>\$165,803.00</u>		<u>\$210,728.40</u>		<u>\$212,901.60</u>		<u>\$272,843.39⁶</u>		<u>\$307,018.00</u>

CORRECTIONS

- ¹ Amount adjusted to reflect bidder's multiplication error
- ² Subtotal adjusted to reflect bidder's above error
- ³ Amount adjusted to reflect bidder's multiplication error
- ⁴ Amount adjusted to reflect bidder's multiplication error
- ⁵ Subtotal adjusted to reflect bidder's above errors
- ⁶ Total adjusted to reflect bidder's above errors

**CONTRACT DOCUMENTS
FOR
SCHOONER COVE BUS STOP**

**YPSILANTI TOWNSHIP
YPSILANTI TOWNSHIP, MI 48197**

OHM Advisors
34000 Plymouth Road
Livonia, Michigan 48150

0098-18-0041
March 6, 2020

Schooner Cove Bus Stop
Ypsilanti Township
0098-18-0041

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ADVERTISEMENT FOR BID

Schooner Cove Bus Stop
Ypsilanti Township
March 6, 2020

Sealed Bids for Schooner Cove Bus Stop will be received at the office of the Ypsilanti Township until 2:00 PM local time, on April 17, 2020, by the office of the Township Clerk's office located at 7200 S Huron River Drive, Ypsilanti Township, MI 48197. The sealed bids shall be clearly labeled with the name of the bid as "Schooner Cove Bus Stop Project" followed by the place of bid opening "Ypsilanti Township Clerk's Office." The approximate quantities of major items of work involved are as follows:

Installing a bus stop and a deceleration lane; extending S. pathway 110 feet; tapping N. existing storm with 164 feet of 12-inch culvert; restoration of N. and S. pathway.

The Contract Documents for this project are on file and may be examined on and after 2:00 pm, March 6, 2020, at the following locations: the office of the ENGINEER, Orchard, Hiltz, & McCliment, Inc., 34000 Plymouth Road, Livonia, MI 48150; the Michigan Intergovernmental Trade Network website, www.mitn.info; and Charter Township of Ypsilanti, 7200 S. Huron River Drive, Ypsilanti, MI 48198.

Copies thereof may be obtained on or after 2:00 pm, local time, March 6, 2020, on the Michigan Intergovernmental Trade Network Website, www.mitn.info.

Bid Security in the form of a Certified or Cashier's Check or Bid Bond for a sum no less than five percent (5%) of the amount of the Bid will be required with each Bid.

The OWNER reserves the right to accept any Bid, reject any Bid, or waive irregularities in Bids.

No Bid may be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receipt of the Bids.

A mandatory pre-bid meeting will be held at the site, located approximately to 8716 S Huron River Drive, on April 3, 2020 at 10:00 AM.

Karen Lovejoy Roe, Township Clerk
Charter Township of Ypsilanti

INSTRUCTIONS TO BIDDERS

1. BIDS

- A. Sealed Bids will be received as per Advertisement for Bids.
- B. Bid Forms shall be submitted only on forms provided by the ENGINEER and shall be of the type specified in the Bid Form.
- C. Bid Forms must be completed legibly in ink or by typewriter. In case of a discrepancy between the unit price and the extended amount, the unit price shown shall govern. Illegibility of any figure or word in the Bid Form may be sufficient cause for rejection of the Bid by the OWNER.
- D. Bid Forms shall be enclosed in sealed envelopes marked with the name of the project and Bidder and shall be delivered to the OWNER at the place specified in the Advertisement for Bids on or before the time specified in the Advertisement for Bids.
- E. Bid Forms shall be made in full conformity with all the conditions set forth in the drawings and in these specifications

2. NAME AND STATUS OF BIDDER

- A. The name and legal status of Bidder, that is, as a corporation, partnership or individual, shall be stated in the Bid Form.
- B. Anyone signing a Bid Form as an agent of another or others must submit with the Bid Form legal evidence of his authority to do so.
- C. The place of residence of each Bidder, or the office address in the case of a firm or company, with county and state, must

be given after his signature. Phone and fax numbers are also required.

3. BID SECURITY

Each Bid must be in the form requested in the Advertisement for Bid. The CONTRACTOR shall complete and sign the Bid Guarantee form (page BG-1). If a Bid Bond is requested, it must be from a Treasury Listed surety company licensed to do business in the state of Michigan in the amount as stated in the Advertisement for Bid, payable to the OWNER as a guarantee on the part of the Bidder that he will, if called upon, enter into the attached Agreement.

4. BONDS

- A. CONTRACTOR will be required to furnish performance and payment bonds each equal to one-hundred percent (100%) of the Contract Sum. The bonds shall be the OWNER's guarantee of the faithful performance and payment of all the CONTRACTOR's obligations under the Agreement. These bonds shall remain in effect for the period as stated in each bond's provisions.
- B. Maintenance and Guarantee Bonds shall be required.

5. INSPECTION OF SITE

- A. Before submitting a Bid Form, each Bidder shall personally inspect the site of the proposed work to arrive at a clear understanding of the conditions under which the work is to be done.
- B. Each Bidder shall be held to have compared the premises with the Bid documents and to have satisfied himself as to conditions of the premises, existing construction and any other conditions

affecting the carrying out of the work before delivery of his Bid Form.

- C. No allowance or extra consideration on behalf of the CONTRACTOR will subsequently be allowed by reason of error or oversight on the part of the CONTRACTOR or on account of interference by the OWNER's or other CONTRACTOR's activities.

6. TIME OF COMPLETION

Time of completion will be as stated in the Agreement.

7. EXPLANATION TO BIDDERS BY ADDENDA

- A. Neither the OWNER nor the ENGINEER will give verbal answers to inquiries regarding the meaning or intent of the Contract Documents prior to award of the Contract. Any verbal statements regarding same by any person prior to the award shall be without legal effect.
- B. Explanations desired by Bidders shall be requested of the ENGINEER in writing and, if explanations are necessary, a reply will be made in the form of an addendum, a copy of which will be forwarded to each Bidder of Record whose work is affected.
- C. Addenda issued to Bidders prior to date of receipt of Bid Forms shall become a part of the Contract Documents, and all Bid Forms shall include the work described in the Addenda.
- D. No inquiry received within four (4) business days of the date fixed for opening of the Bids will be given consideration.
- E. Failure of the ENGINEER to send, or the Bidder to receive, any such interpretations shall not relieve the

Bidder from obligation under his Bid as submitted.

- F. Bidder of Record is defined as an individual, partnership or corporation having purchased a set of Bid Documents from the ENGINEER.

8. EXPERIENCE AND FINANCIAL STATEMENT

- A. It is the intention of the OWNER to award the Contract to a contractor fully capable, both financially and as regards to experience to perform and complete the work in a satisfactory manner. Each Bidder must complete the Statement of Qualifications, which follows the Bid Form. If required by the OWNER, each Bidder under consideration may be required to submit additional evidence of qualifications.
- B. Each Bidder under consideration must be able to demonstrate that the Bidder has successfully completed projects of a similar nature and scope within the last two years.

9. SUBCONTRACTORS

Bidder shall submit to OWNER a list of all subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of work as to which such identification is so required. If requested by the OWNER, the apparent successful Bidder and any other Bidder so requested, will, within ten (10) days after the day of Bid opening, submit a Statement of Qualifications with pertinent information as to similar projects and other evidence of qualification for each such subcontractor, person and organization if requested by the OWNER. If the OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed subcontractor, other person or organization, OWNER may request the apparent successful Bidder to submit an acceptable

substitute without an increase in Bid price. If the apparent successful Bidder declines to make any such substitutions, the Contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any subcontractor, other person or organization so listed and to whom the OWNER or ENGINEER does not make written objection prior to signing of the Agreement will be deemed acceptable to the OWNER and ENGINEER.

10. AWARD OF CONTRACT

The OWNER reserves the right to accept any Bid, to reject any or all Bids, and to waive defects or irregularities in any Bid for any reason or no reason at all. The OWNER also reserves the right to award some, none, or all of the Contract.

11. LIQUIDATED DAMAGES/INCENTIVES

- A. If the CONTRACTOR fails to complete all the work within the time stipulated, he will be assessed liquidated damages as set forth in the Agreement.
- B. If set forth in the Agreement, incentives will be paid by OWNER to CONTRACTOR at the rate specified in the Agreement, when the work is completed prior to the time specified in the Agreement.

12. TAXES

The Bidder shall include in the base Bid and shall pay all applicable federal, state and local taxes of whatever character and description.

End of Section

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

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

A. Time of Completion & Construction Schedule

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

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

It is anticipated that construction will begin on September 30, 2020. The CONTRACTOR shall complete the proposed work, in order to have the pavement and storm improvements 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:

Recommendation of Winning Bid April 24, 2020
Contract Award September 15, 2020
Notice to Proceed September 29, 2020
Construction Start Date September 30, 2020
Substantial Completion November 13, 2020
Project Completion..... May 15, 2021

The contractor shall acknowledge that the project award is contingent on U.S. Department of Housing and Urban Development (HUD) approval of the Washtenaw County 2020 Annual Action Plan and allocation of 2020 Community Development Block Grant (CDBG) funding from HUD. Project award is anticipated in mid-September, with project construction commencing shortly thereafter. Project construction shall not commence until HUD allocates CDBG funds to Washtenaw County and the project has been awarded.

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

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

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

B. Existing Conditions

To the east of Schooner Cove Blvd, along S Huron River Drive, resides an existing ditch that drains stormwater into existing beehive manhole (#579). The existing elevation difference between S Huron Drive and the low point of the ditch is 1.6 ft. A gravel shoulder exists along S Huron Drive and the ditch, which is proposed to be removed and replaced with a deceleration lane.

C. Permits

Prior to constructing the bus shelter pad, the CONTRACTOR shall contact the Ann Arbor Area Transportation Authority (AAATA) to coordinate location. The contact for AAATA is Jeff Murphy at (734) 794-1758. The CONTRACTOR is responsible for coordinating with AAATA for a temporary bus stop.

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: Washtenaw County Road Commission
Contact at Agency: Gary Streight
Phone number: (734) 327-6692
Permit Fee: _____
Bond Amount (if applicable): _____
Date of Application: July 3, 2019
Person Responsible for Acquiring the Permit: Contractor
Date Permit issued if already in hand: _____

Application has been made by the Engineer for the permits identified above. Unless otherwise indicated, the CONTRACTOR must secure the permits prior to the start of construction and shall be responsible for all associated fees, deposits, bonds, proof of insurance, etc. The Contractor shall also be responsible for arranging for inspection by the governing agencies.

Work cannot proceed until all permits are obtained.

D. 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.

E. Mandatory Pre-bid Meeting

A pre-bid meeting will be held at the site, located approximately to 8716 S Huron River Drive, on April 3, 2020 at 10:00 AM. The mandatory pre-bid meeting is required for all potential bidders to gain familiarization with the site and to review the Davis Bacon and Section 3 paperwork required. Submittal of all Davis Bacon and Section 3 paperwork will be imperative in order for the winning bidder to receive a Notice to Proceed. Due to the unique proposed fall schedule, the pre-bid meeting is required so that all parties can accurately provide expectations as it relates to the contract and adjoining Davis Bacon and Section 3 documentation.

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

BID FORM

Schooner Cove Bus Stop
Ypsilanti Township

THIS BID IS SUBMITTED TO:
Ypsilanti Township
7200 S Huron River Drive
Ypsilanti Township, MI 48197

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
Bidder accepts all of the terms and conditions of the Advertisement to Bid, Instructions to Bidders and Supplemental Instructions to Bidders.

In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

- B. Bidder has visited the site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified in the Supplemental Instructions to Bidders, and (2) reports and drawings of a hazardous environmental condition, if any, which has been identified in the Supplemental Instructions to Bidders.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences,

and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, exploration, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID FORM for Schooner Cove Bus Stop
Charter Township of Ypsilanti, Washtenaw County, State of Michigan
OHM Job No.: 0098-18-0041

Item	Description	Estimated Quantity	Unit Price	Amount
<u>CATEGORY 1 - Overall Project</u>				
1	Mobilization, Max. 5%	1.00 LSUM	\$ _____	\$ _____
2	Audio / Visual Route Survey	1.00 LSUM	\$ _____	\$ _____
3	Traffic Maintenance and Control	1.00 LSUM	\$ _____	\$ _____
4	Permit Allowance	1.00 LSUM	\$ 5,000.00	\$ 5,000.00
5	Minor Traf Devices	1.00 LSUM	\$ _____	\$ _____
Subtotal Category 1 (ITEMS 1-5 incl.):				\$ _____
<u>CATEGORY 2 - Project Removal/SESC</u>				
6	Curb and Gutter, Rem	17.00 Ft	\$ _____	\$ _____
7	Pavt, Rem	54.00 Syd	\$ _____	\$ _____
8	Pathway, Rem	156.00 Syd	\$ _____	\$ _____
9	Subgrade Undercutting, Type II	50.00 Cyd	\$ _____	\$ _____
10	Erosion Control, Inlet Protection, Fabric Drop	3.00 Ea	\$ _____	\$ _____
11	Erosion Control, Silt Fence	712.00 Ft	\$ _____	\$ _____
12	Erosion Control, Check Dam	1.00 Ea	\$ _____	\$ _____
13	HMA Base Crushing and Shaping	588.00 Syd	\$ _____	\$ _____
Subtotal Category 2 (ITEMS 6-13 incl.):				\$ _____
<u>CATEGORY 3 - Project Construction</u>				
14	Structure Adj.	5.00 Ea	\$ _____	\$ _____
15	Embankment, LM	73.00 Cyd	\$ _____	\$ _____
16	Station Grading	10.50 Sta	\$ _____	\$ _____
17	Maintenance Aggregate	35.00 Ton	\$ _____	\$ _____
18	Aggregate Base, 21AA Limestone, 6 inch	183.00 Ton	\$ _____	\$ _____
19	Aggregate Base, 21AA Limestone, 10 inch	129.00 Ton	\$ _____	\$ _____
20	Storm Structure, Reconstruction	3.00 Ft	\$ _____	\$ _____
21	Trench Undercut and Backfill	150.00 Cyd	\$ _____	\$ _____
22	Dr Structure, 24 inch dia	1.00 Ea	\$ _____	\$ _____
23	Dr Structure, Tap, 12 inch	1.00 Ea	\$ _____	\$ _____
24	Sewer, CI IV, RCP, 12 inch	124.00 Ft	\$ _____	\$ _____
25	Culvert, CI A, Corrugated, 12 inch	63.00 Ft	\$ _____	\$ _____
26	Culvert End Section	3.00 Ea	\$ _____	\$ _____

BID FORM for Schooner Cove Bus Stop
Charter Township of Ypsilanti, Washtenaw County, State of Michigan
OHM Job No.: 0098-18-0041

Item	Description	Estimated Quantity	Unit	Price	Amount
27	Hand Patching	10.00	Ton	\$ _____	\$ _____
28	HMA, 4E1 Base, 2 inch	19.00	Ton	\$ _____	\$ _____
29	HMA, 5E1 Wear, 2 inch	19.00	Ton	\$ _____	\$ _____
30	HMA, LVSP, Pathway, 3 inch	34.00	Ton	\$ _____	\$ _____
31	HMA, 4E1 Level, 2 inch	19.00	Ton	\$ _____	\$ _____
32	Curb and Gutter, Conc, Det F4	150.00	Ft	\$ _____	\$ _____
33	Mountable Curb, Conc, 1 inch	140.00	Ft	\$ _____	\$ _____
34	Sidewalk Ramp, Conc, 6 inch	1017.00	Sft	\$ _____	\$ _____
35	Sidewalk, Conc, 4 inch	1060.00	Sft	\$ _____	\$ _____
36	Sign, Crosswalk, Yield	2.00	Ea	\$ _____	\$ _____
37	Pedestrian Ahead, Yellow Green, Permanent Sign, 6 foot	2.00	Ea	\$ _____	\$ _____
38	Pavt Mrkg, Polyurea, 12 inch, White	85.00	Ft	\$ _____	\$ _____
39	Riprap, Plain	16.00	Ton	\$ _____	\$ _____
40	Slope Restoration	223.00	Syd	\$ _____	\$ _____

Subtotal Category 3 (ITEMS 14-40 incl.): \$ _____

Subtotal Category 1: \$ _____

Subtotal Category 2: \$ _____

Subtotal Category 3: \$ _____

Total Bid Amount (Categories 1-3 incl.): \$ _____

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price bid items will be based on actual quantities constructed in accordance with the Contract Documents.

Bidder agrees that the Work will be Substantially Complete on or before November 13, 2020, and completed and ready for final payment in accordance with the General Conditions on or before May 15, 2021.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

The following documents are attached to and made a condition of this Bid:

- Bid Guarantee (circle one): Bid Bond
- Statement of Qualifications
- Subcontractor Listing
- Legal Status of Bidder

SUBMITTED on _____, 20 _____

State Contractor License No. _____ . (If applicable)

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Attest: _____ (CORPORATE SEAL)
(Signature of Corporate Secretary)

Business address: _____

Phone No.: _____ FAX No.: _____

Date of Qualification to do business is: _____

A Joint Venture

Joint Venture Name: _____ (SEAL)

By: _____
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title:

Business address: _____

Phone No.: _____ FAX No.: _____

Joint Venture Name: _____ (SEAL)

By: _____
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title:

Business address: _____

Phone No.: _____ FAX No.: _____

Phone and FAX Number, and Address for receipt of official communications.

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

BID GUARANTEE

The undersigned attaches bid security in the form of a BID BOND / CERTIFIED CHECK / CASHIER'S CHECK (Circle one) in the amount of _____

_____ Dollars (\$ _____).

The undersigned agrees, if awarded the Contract, to deliver the executed Agreement and bonds and furnish evidence of insurance within fourteen (14) business days after the date of the Notice of Award. And to complete the proposed work within the time specified in the Bid Form.

If the Bid is accepted by the OWNER, and the undersigned shall fail to enter into the Agreement as aforesaid and to furnish the required surety bonds within fourteen (14) business days after Notice of Award, the Bid Bond in the amount of \$ _____ accompanying this Bid shall be considered due and payable to the OWNER.

If the undersigned enters into the Agreement in accordance with this Bid or if his Bid is rejected, then the accompanying Bid Guarantee shall be voided.

In submitting this Bid, it is understood that the right is reserved by the OWNER to reject any or all bids, to waive irregularities and/or formalities and, in general, to make award in any manner deemed by it, in its sole discretion, to be in the best interest of the OWNER.

SIGNED AND SEALED THIS _____ DAY OF _____, 20 _____

Authorized Signature of Bidder:

(TITLE) _____

(SEAL)

BID BOND

BIDDER (Name and Address):

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

OWNER (Name and Address):

Ypsilanti Township
7200 S Huron River Drive
Ypsilanti Township, MI 48197

BID

BID DUE DATE: April 17, 2020

PROJECT (Brief Description Including Location):

Installing a bus stop and a deceleration lane; extending S. pathway 110 feet; tapping N. existing storm with 164 feet of 12-inch culvert; restoration of N. and S. pathway.

BOND

BOND NUMBER: _____

DATE (Not later than Bid due date): _____

PENAL SUM: _____
(Words) (Figures)

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

BIDDER

SURETY

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title

(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Document.
3. This obligation shall be null and void if:
 - 3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by OWNER, or
 - 3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time of issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

End of Section

STATEMENT OF QUALIFICATIONS

Bidder must answer all questions. If more space is needed to complete a question, attach a separate sheet. Bidder may submit any additional information.

Name: _____

Address: _____ Phone: _____

Number of years operating under your present name: _____

Bonding Capacity: _____

Bonding Company: _____ Phone: _____

Prequalified by MDOT to bid on projects of this magnitude and type of work

(circle one) YES NO Prequalification Number: _____

General nature of work performed by your company: _____

Background and experience of the principal members of your organization including officers:

Major equipment available for this contract: _____

CURRENT PROJECTS:

	Project	Project	Project
Name:	_____	_____	_____
Owner:	_____	_____	_____
Contact Person:	_____	_____	_____
Phone:	_____	_____	_____
Contract Amount:	_____	_____	_____
Completion Date:	_____	_____	_____
% Complete:	_____	_____	_____

COMPLETED PROJECTS:

	Project	Project	Project
Name:	_____	_____	_____
Owner:	_____	_____	_____
Contact Person:	_____	_____	_____
Phone:	_____	_____	_____
Contract Amount:	_____	_____	_____
Date Completed:	_____	_____	_____

Additional information that may be pertinent to demonstrate your ability to complete this project.

Has your company defaulted on a contract? _____

If yes, where and why? _____

I hereby certify that the above answers are correct and true.

By: _____
Name

Signature

Title

Number of additional sheets attached: _____

IRAN LINKED BUSINESS CERTIFICATION

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

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

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

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

Date: _____

By: _____

Its: _____

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

Notary Public _____

_____ County, Michigan

My Commission Expires: _____

DEFINITIONS

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

SUBCONTRACTOR LISTING

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

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

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

_____ \$ _____

Phone: _____

FAX: _____

E-mail _____

_____ \$ _____

Phone: _____

FAX: _____

E-mail _____

_____ \$ _____

Phone: _____

FAX: _____

E-mail _____

AGREEMENT

This AGREEMENT is by and between Ypsilanti Township (hereinafter called OWNER) and Gibraltar Construction Co. (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:

Installing a bus stop and a deceleration lane; extending S. pathway 110 feet; tapping N. existing storm with 164 feet of 12-inch culvert; restoration of N. and S. pathway.

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:

Schooner Cove Bus Stop

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 November 13, 2020, and completed and ready for final payment on or before May 15, 2021.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 15 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$900.00/day for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$900.00/day for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 CONTRACT PRICE

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

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

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

ARTICLE 6 PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

ARTICLE 7 CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8 CONTRACT DOCUMENTS

8.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Maintenance and Guarantee Bond;
5. General Conditions;
6. General Specifications;
7. Technical Specifications as listed in the table of contents of the Project Manual;
8. Appendices (excluding geotechnical reports);
9. Drawings consisting of sheets numbered 1 through 14, inclusive, with each sheet (excluding standard details) bearing the following general title: Schooner Cove Bus Stop Improvements;
10. Addenda (numbers 1, inclusive);
11. Exhibits to the Agreement (enumerated as follows):
 - a. Documentation submitted by CONTRACTOR prior to Notice of Award (pages ___ to ___, inclusive);
 - b. _____
12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Orders;
 - c. Change Order(s).

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

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

ARTICLE 9 MISCELLANEOUS

9.01 Terms

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

9.02 Assignment of Agreement

No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and,

specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 Successors and Assigns

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

9.04 Severability

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

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

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

OWNER:

CONTRACTOR:

By: _____
(CORPORATE SEAL)

By: _____
(CORPORATE SEAL)

Attest _____

Attest _____

Address for giving notices: _____

Address for giving notices: _____

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

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

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

Designated Representative:

Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

FAX: _____

FAX: _____

PERFORMANCE BOND

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

CONTRACTOR (Name and Address):	SURETY (Name and Address of Principal Place of Business): _____ _____ _____ _____
--------------------------------	--

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

CONTRACT

Date:
 Amount:
 Description: Schooner Cove Bus Stop
 Ypsilanti Township

BOND

Date (Not earlier than Contract Date):
 Amount:
 Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL Company: _____ (Corp. Seal) Signature: _____ Name & Title: _____	SURETY Company: _____ (Corp. Seal) Signature: _____ Name & Title: _____ (Attach Power of Attorney)
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(Space is provided below for signatures of additional parties, if required).

CONTRACTOR AS PRINCIPAL Company: _____ (Corp. Seal) Signature: _____ Name & Title: _____	SURETY Company: _____ (Corp. Seal) Signature: _____ Name & Title: _____ (Attach Power of Attorney)
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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): SURETY (Name and Address of Principal Place of Business):

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

CONTRACT Date: Amount: Description: Schooner Cove Bus Stop Ypsilanti Township

BOND Date (Not earlier than Contract Date): Amount: Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL SURETY Company: (Corp. Seal) Signature: Name and Title: (Attach Power of Attorney)

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

CONTRACTOR AS PRINCIPAL SURETY Company: (Corp. Seal) Signature: Name & Title: (Attach Power of Attorney)

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

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

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

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

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

15. DEFINITIONS

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

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

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

End of Section

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____ (contractor name), as Principal, and _____, as Surety, are held and firmly bound unto the Ypsilanti Township, 7200 S Huron River Drive, Ypsilanti Township, MI 48197, as Owner, in the sum of _____ DOLLARS and _____ CENTS (\$ _____) good and lawful money of the United States of America, to be paid to said Ypsilanti Township, 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 Ypsilanti Township 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: Schooner Cove Bus Stop, OHM JOB NO. 0098-18-0041.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that by and under said Contract, the above named Principal has agreed with the Ypsilanti Township that for a period of TWO year(s) from date of payment of Final Estimate, to keep in good order and repair any defect in all work done under said Contract either by the Principal or his Subcontractors, or his material suppliers, that may develop during said period due to improper materials, defective equipment, workmanship or arrangements, and any other work affected in making good such imperfections, shall also be made good all without expense to the OWNER, excepting only such parts or part of said work as may have been disturbed without consent or approval of the Principal after final acceptance of the work, and that whenever directed to do so by the OWNER by notice served in writing, either personally or by mail, on the Principal at _____ (contractor's city, state, and zip code), _____ legal representatives, or successors, or on the Surety at _____ WILL PROCEED at once to make such repairs as directed by said OWNER; and in case of failure so to do within one week from the date of service of such notice, or within reasonable time not less than one week, as shall be fixed in said notice, then the said OWNER shall have the right to purchase such materials and employ such labor and equipment as may be necessary for the purpose, and to undertake, do and make such repairs and charge the expense thereof to, and receive same from, said Principal or Surety. If any repair is necessary to be made at once to protect life and property, then and in that case, the said OWNER may take immediate steps to repair or barricade such defects without notice to the CONTRACTOR. In such accounting the said OWNER shall not be held to obtain the lowest figures for the doing of the work, or any part thereof, but all sums actually paid therefore shall be charged to the Principal or Surety. In this connection the judgment of the OWNER is final and conclusive. If the said Principal for a period of TWO year(s) from the date of payment of Final Estimate, shall keep said work so constructed under said Contract in good order and repair, excepting only such part or parts of said work which may have been disturbed without the consent or approval of said Principal after final acceptance of same, and shall whenever notice is given as hereinbefore specified, at once proceed to make repair as in said notice directed, or shall reimburse said OWNER for any expense incurred by making such repairs, should the Principal or Surety fail to do as hereinbefore specified, and shall fully indemnify, defend and save harmless the said Owner and Orchard, Hiltz & McCliment, Inc. from all suits and actions for damages of every name and description brought or claimed against it for, or on account of, any injury or damage to person or property received or sustained by any party or parties, by or from any of the acts or omissions or through the negligence of said

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

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

Signed, Sealed and Delivered
In the Presence of:

Signature

Signature

Name

Name

Principal

Signature

Signature

Name

Name

Surety

CONTRACTOR'S AFFIDAVIT

STATE OF MICHIGAN)
)SS.

COUNTY OF _____)

The undersigned, _____, CONTRACTOR, hereby represents that on _____, 20____ he (it) was awarded a Contract by Ypsilanti Township hereinafter called the OWNER, to construct Schooner Cove Bus Stop 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 Ypsilanti Township 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: _____

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. Shrubbery that must be removed shall be preserved and replaced in a manner acceptable to the OWNER.

The CONTRACTOR shall protect and/or replace all shrubbery damaged or destroyed by operations under this Contract. The CONTRACTOR shall receive no extra compensation for preservation of trees and shrubbery.

13. TRIMMING TREES & SHRUBS

Where necessary in the field, the CONTRACTOR shall trim trees and shrubs by a method approved by the ENGINEER. All cut surfaces over one inch in diameter shall be painted with grafting wax. All branches which have been damaged by construction shall be pruned correctly to branch collars, to help promote the health of the tree. Also, any abrasions or gouges afflicted on the tree trunks during construction should be bark traced and lightly coated with tree paint. This work shall be incidental to the project.

14. MAINTENANCE OF SERVICE

Drainage through existing sewers, ditches and drains shall be maintained at all times

during construction, and all nearby gutters shall be kept open for drainage. Where existing sewers are encountered in the line of work that interfere with construction, the flow in the sewers, including both dry weather flow and storm flow, shall be maintained.

During the progress of the work, the CONTRACTOR shall accommodate both vehicular and foot traffic and shall provide free access to fire hydrants, water and gas valves. Except as otherwise specified herein or as noted on the plans, street intersections may be blocked but one-half at a time, and Contractor shall lay and maintain temporary driveways, bridges and crossings such as are necessary, in the opinion of the ENGINEER, to reasonably accommodate the public.

In the event detours, traffic control devices or safety equipment are needed, they shall be placed and maintained in accordance with the Michigan Manual of Uniform Traffic Control Devices (MMUTCD).

Maintenance of service as described above shall be considered as incidental to the project cost unless pay items have been included in the proposal for this work.

15. CLEANLINESS OF THE WORK SITE & STREETS

The CONTRACTOR shall keep the work site and all property occupied by him in a neat and orderly condition at all times. Waste material, rubbish and debris shall not be allowed to accumulate. The CONTRACTOR's equipment, temporary buildings and excess materials shall be promptly removed from the work site when no longer needed. At completion of the work, the premises shall be left clean.

The CONTRACTOR shall keep the streets clean. Trucks hauling excavated material, cement, sand, stone or other loose materials from or to the site shall be tight so that no spillage will occur on adjacent streets. Before trucks start away from the site, their

loads shall be trimmed and covered. If, in the judgment of the OWNER, adequate cleanup efforts are not being expended, including but not limited to, roadway, driveway and drainage maintenance, and removal of surplus materials, further construction shall be halted and work forces directed to the cleanup activity until proper order is restored. Should the CONTRACTOR continue to be negligent of his duties in maintaining proper street cleanliness, the OWNER will take necessary steps to perform such cleaning and shall charge the CONTRACTOR for all the costs.

16. DUST CONTROL

All haul roads, detour roads, temporary access roads, other public or private roads, driveways and parking lots used by the CONTRACTOR must be maintained in a dust free condition for the duration of the Contract. The control of the dust shall be accomplished by application of dust control materials and methods of application as approved and as directed by the ENGINEER. Such dust control materials shall be applied as often as is necessary to control dust. Neglect of dust control will not be tolerated.

Should the CONTRACTOR be negligent of his duties in providing dust control, the OWNER may, with or without notice cause the same to be done and deduct the cost of such work from any monies due or to become due the CONTRACTOR under the Contract. Cost of providing dust control shall be considered incidental to the project.

17. WORKING SPACE & USE OF STREETS OR PRIVATE PROPERTY

The CONTRACTOR's operations in public streets or alleys shall be confined to as small a space as practicable, so as not to cause undue inconvenience to the public or abutting properties, and shall be subject to the approval of the ENGINEER.

Where the CONTRACTOR wishes to work on or stockpile materials on nearby properties, it will be his responsibility to contact the property owner for permission. Upon request, the CONTRACTOR shall provide a copy of written permission from any affected property owner. The OWNER will not become involved with any such agreements and will not be held responsible for any damages that the CONTRACTOR may cause to private property. The CONTRACTOR shall not be compensated for restoration of private properties and stockpile areas unless said areas were within the original project limits.

18. EASEMENTS

Prior to the start of construction, the CONTRACTOR shall verify with the OWNER that any required easements have been obtained.

The CONTRACTOR shall keep his work operations within these easements and shall be responsible for complying with any easement conditions that are shown on the plans or stated in the Contract documents.

19. POWER & LIGHT

The CONTRACTOR shall furnish, at his own expense, all the electric power and lighting necessary during the life of this Contract or until such time as the OWNER takes over the work. The CONTRACTOR shall be responsible for complying with any applicable ordinances or regulations concerning power and light.

20. WATER

Unless otherwise allowed by the OWNER, the CONTRACTOR shall furnish, at his own expense, all the water necessary during the life of this Contract or until such time as the OWNER takes over the work.

The CONTRACTOR shall not make a connection to any public water main or fire

hydrant without first obtaining the necessary permit and/or meter from the OWNER.

Existing public water systems shall be operated and controlled by the OWNER. All valves shall be operated exclusively by the OWNER's personnel.

The CONTRACTOR shall not make any connection to or obtain water from a private water source without obtaining written permission from the owner of the water source. The CONTRACTOR shall provide a copy of the written permission to the OWNER upon request.

21. WEATHER PROTECTION & HEATING

The CONTRACTOR shall provide and maintain weather protection and heating at his own expense to properly protect the work under construction from damage if weather conditions require. This work shall include all windbreaks, insulating cover, and other necessary measures required to provide protection from freezing.

The CONTRACTOR shall continue to provide weather protection and heating as necessary until such time as the OWNER takes over the work.

22. RAILROAD CROSSING

Where the work crosses a railroad right-of way, the CONTRACTOR shall secure Railroad Company approval of his methods and schedule of operation. The CONTRACTOR shall carry out his work in strict accordance with the standards of the Railroad Company. The CONTRACTOR shall pay any inspection, signal or flagman costs.

23. OWNERSHIP OF SALVAGED MATERIALS

All salvageable materials such as castings, hydrants, valves, culverts and similar items removed during construction shall remain

the property of the OWNER. The CONTRACTOR shall deliver these salvaged materials to the OWNER's public works facility. If the OWNER indicates that he does not want the salvaged items, then the CONTRACTOR shall be responsible for disposal of the items.

End of Section

EARTHWORK

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GENERAL

1. SCOPE OF WORK

This work shall be subject to the General Conditions and the General Specifications. The work shall include furnishing of labor,

materials, tools, equipment, accessories and services necessary for completing the excavation and backfilling for the items as shown on the contract drawings and/or as herein required. This also includes trenching, trench or subgrade undercutting, roadway earthwork, complete and continual drainage of excavation, sheeting, bracing and shoring of sides of the excavation, backfilling around structures and over pipelines, and the disposal of excess excavated material.

2. MDOT

References to Michigan Department of Transportation (MDOT) Specifications shall pertain to the 2012 Standard Specifications for Construction.

MATERIALS

3. BEDDING

- A. Sand shall be a sharp, clean sand free of lumps of clay or debris with 100 percent passing a 3/8-inch sieve and less than 10 percent loss by wash.
- B. Granular material shall meet the requirements of Section 902.07 of the MDOT Standard Specifications for Construction for Granular Material Class II and Class III.
- C. Pea gravel shall be unwashed and shall be from 1/4-inch to 5/8-inch in size.
- D. Bedding material shall be provided from offsite unless the trench passes through a well-defined strata of sand or gravel. Bedding material shall be subject to the approval of the ENGINEER.
- E. Stone material shall meet the requirements of Section 902.03 of the MDOT Standard Specifications for

Construction for 6A crushed Coarse Aggregate or approved equal.

4. BACKFILL

A. Job Excavated Backfill

Job excavated backfill shall be defined as material excavated from the site that is free from frozen earth, boulders, rocks, stones larger than 3-inch in size, debris, blue and gray clay, and organic material.

B. Granular Backfill

Granular backfill shall be defined as sharp sand, gravel, or crushed stone that is free from lumps of clay and soft or flaky material and shall conform to the latest MDOT Specification for Granular Material Class II or III. Granular backfill shall be used for fill work located under or within the influence of roadway surfaces. The Owner's standard details shall dictate which type of granular material (class II or III) is required for the project.

Material excavated from the trench may be used as granular backfill when, in the opinion of the ENGINEER, it meets the granular backfill grading requirements.

5. STONE REFILL

Stone refill shall consist of natural gravel, slag, or crushed gravel that is equivalent in gradation to MDOT 6A unless otherwise called for in the plan details.

6. EMBANKMENT

Embankment material shall consist of sound earth as described in Section 205.03H of the MDOT Standard Specifications for Construction.

CONSTRUCTION

7. CLEARING

Prior to the start of construction, the CONTRACTOR shall verify the limits of trees and other items that are to be saved. The CONTRACTOR shall then clear the site or trench excavation area of all remaining trees, brush, and other miscellaneous items that are not to be saved.

8. TREE REMOVAL

Where called for on the plans, the CONTRACTOR shall remove trees, including stump and main roots, and dispose of all associated foliage and debris offsite. Trees less than six (6) inch diameter shall be removed where required by the Work as incidental to the Contract. The CONTRACTOR shall abide by any easement agreements regarding the tree removal work and wood ownership.

9. STUMP REMOVAL

Where called for on the plans, the CONTRACTOR shall remove existing stumps, including main roots (two (2) inch diameter and larger), dispose of all associated debris offsite, and backfill the void with suitable material.

10. PAVEMENT CUTS

Where a trench must be cut through pavement, driveway, or sidewalk, particular care shall be taken to avoid unnecessary damage to adjoining areas of the pavement, driveway or sidewalk. All cuts through existing surfaces shall be made full-depth with a concrete saw. Cuts in concrete pavement shall be made parallel with longitudinal and transverse construction or contraction joints.

Saw cuts in concrete pavement shall not be nearer than five feet (5'-0") to a transverse joint, to the centerline of pavement, or to the edge of pavement or curb, i.e., no existing or replacement pavement shall be less than five feet (5'-0") in width. If the damaged pavement or surfacing is nearer than five feet (5'-0") to a joint or centerline of

pavement, or to edge of pavement, surfacing or curb, removal and replacement shall be extended to said joint, centerline, edge of pavement, surfacing, or curb. These same requirements shall apply to the saw cutting and replacement of concrete driveways.

If a square or block of sidewalk is cut, broken, or cracked, the entire square or block shall be removed and replaced.

11. CLASSIFICATION OF EXCAVATION

Earth, as a name for excavated material, shall include all glacial deposits whether cemented or not, except solid boulders one-half cubic yard or more in volume. It shall also include all alluvial deposits and material of every kind that can be excavated with equal facility by the equipment and means typically used for earth excavation.

Peat, as a name for excavated material, shall include all unstable organic soils such as peat, muck, marl, and underlying very soft clay.

Rock, as a name for excavated material, shall include pre-glacial solid ledge rock that can be removed most practically by blasting, barring or wedging, or by some other standard method of quarrying solid rock. It shall also include solid boulders of one-half cubic yard or more in volume as well as existing concrete, masonry with mortar joints, or other existing structural work that can be excavated practically only by methods of quarrying solid rock. It shall not include fragile, friable, or disintegrated materials of any kind that can be excavated by equipment and means used for earth excavation.

12. ROADWAY EARTHWORK

Roadway earthwork shall be performed in accordance with the construction methods that are described in Section 205 of the MDOT Standard Specifications for Construction unless otherwise called for in

the plan notes, details, or supplemental specifications.

13. METHODS OF EXCAVATION IN EARTH

All excavation shall be by open cut from the surface, except in special cases where boring/jacking under pavement or structures may be required, or where boring/jacking under the root system will be required for tree root protection. All excavation shall be made in such a manner and to such depth, length, and width as will give ample room for building the structures, bracing, sheeting and supporting the sides of the excavation, pumping and drainage of ground water and sewage which may be encountered, and removal of all materials excavated. Special care shall be taken so that the soil below the bottom of structures to be built shall be left undisturbed so that a firm bed will be provided for construction. Any voids shall be backfilled with suitable granular material and shall be properly compacted.

14. TRENCH EXCAVATION

A. General

Excavation shall be of sufficient width and depth to provide adequate room for construction and installation of the work to the lines, grades and dimensions called for on the plans. Unless otherwise called for on the OWNER's standard details, the width of a trench from the invert to a height twelve (12) inches above the top of the pipe barrel shall be indicated as follows:

Pipe Size	Maximum Trench Width
4" through 12"	30"
Larger than 12"	O.D. + 24"

If the maximum trench width as specified above is exceeded, unless otherwise shown on the drawings, the CONTRACTOR shall install, at his own expense, such concrete

cradling or other bedding as is approved by the ENGINEER, to support the added load of the backfill.

Where trench excavation is in granular material, the last six (6) inches of trench depth shall be carefully excavated and trimmed by hand to the exact elevation and contour of pipe. Where trench excavation is in rock or clay soil, the trench bottom shall be undercut a minimum of four (4) inches below the final elevation of pipe. The bedding material as hereinafter specified shall be placed and compacted to the underside of the pipe.

Excavation for structures shall be made to the outside lines and surfaces of such structures wherever it is practicable to build directly against the sides and bottoms of excavations. In such cases, care shall be taken not to disturb the original foundation or backing. Final trimming shall be done by hand just before construction of the structure. If excess excavation is made, or the material becomes disturbed so as to require removal beyond the prescribed limits, the resulting space shall be refilled with bedding, as specified hereinafter, and solidly machine tamped into place to 95 percent of maximum unit weight before the construction work proceeds.

Excavation for structures shall be extended sufficiently beyond the limits of the structure to provide ample room for form construction and other construction methods to be followed, wherever necessary.

B. Bedding

Where the subgrade below the bottom of the pipe is disturbed during the construction, the space shall be refilled with sand or pea gravel bedding material solidly tamped to form a firm foundation for the pipe. Sand or pea gravel bedding material shall be extended to one (1) foot above the pipe, except that the bedding shall be exclusively pea gravel to the springline for pipe 36-inch and greater in diameter.

C. Amount of Trench Opening

Not more than 50 feet of trench shall be open at one time in advance of the pipe unless permitted by the ENGINEER. The length of street that may be occupied by the construction work at any one time shall be subject to the direction of the ENGINEER and will be based on requirements of the use of the street by the public. No more than 600 consecutive feet of street length shall be occupied at one time, and vehicle traffic through the street shall not be entirely stopped without permission of the ENGINEER.

After placement of the utility line, the Contractor shall backfill the trench promptly in order to minimize the length of open trench and avoid any unsafe conditions.

15. TRANSPORT OF NATIVE MATERIALS OFFSITE

If the Contractor encounters good materials (sand, gravel, topsoil, etc.) during the course of construction, he shall not be allowed to transport these materials offsite without the written approval of the Engineer. Wherever possible, suitable native sands and gravels shall be used as backfill rather than transporting them offsite and replacing them with non-native materials of a lesser quality.

16. STONE REFILL FOR TRENCH UNDERCUT

In locations where soil at the bottom of trench is unstable, the CONTRACTOR shall excavate (undercut) below the trench bottom and place stone refill as called for in the Materials Section of this specification.

17. EXCAVATION & TRENCH DEWATERING

The CONTRACTOR shall maintain any excavation or trench free of water during construction of any structures and/or pipelines. Water accumulated due to rainfall or runoff and minor groundwater inflow that

can be controlled through the use of portable trash, submersible or positive displacement pumps shall be considered normally expected and anticipated conditions associated with underground construction. This effort will be considered incidental to the cost of construction and will not be reimbursable at the unit price bid for dewatering in the proposal.

The required use of deep wells and/or well points to lower and maintain a reduction in the groundwater elevation below the trench bottom shall be subject to approval of the ENGINEER and shall constitute a reimbursable expense for trench or excavation dewatering. If a pay item for dewatering is included in the Bid Form, then the CONTRACTOR would receive payment for this work based upon the unit bid price. If there are no provisions in the contract for payment for dewatering (i.e. bid item or incidental to other pay items), then the CONTRACTOR shall submit a detailed estimate of the additional cost. Upon acceptance of the CONTRACTOR's estimate, the ENGINEER shall issue a change order. The CONTRACTOR must demonstrate that a continuous effort is required to control hydrostatic pressure in the construction area in order to claim compensation for dewatering.

The CONTRACTOR shall take adequate precautions to control the discharge of dewatering pumps so as to prevent soil erosion or sedimentation of drainage ditches, structures, storm sewers, culverts, natural drainage courses, ponds, lakes or wetlands.

The CONTRACTOR shall insure that discharge from any dewatering operations has a suitable outlet and that it will not cause any damage to adjacent dwellings or property. Water and discharge hoses shall be placed and/or controlled so as to prevent a hazard to pedestrians or motor vehicles passing in the vicinity of the construction site.

Electric pumps shall have suitable power supply appurtenances meeting NEC requirements and properly fused and grounded to prevent electrical shock hazards to on-site personnel.

Internal combustion engine driven pumps, if operated 24 hours per day, shall have adequate exhaust silencers in good repair to muffle engine noise to an acceptable level for the area where located.

18. DIVERTING EXISTING SEWERS

Where existing sewers or drains are encountered in the Work, adequate provision shall be made for diverting flow in the existing sewers so that the excavation will be kept dry during the progress of the construction work. Upon completion of the construction work, the existing sewers shall be restored or otherwise provided with an adequate outlet as directed by the ENGINEER.

19. SHEETING, BRACING & SHORING

Where required to properly support the surfaces of excavations to protect the construction work, adjacent work or workers, sheeting, bracing and shoring shall be provided. If the ENGINEER is of the opinion that at any point sufficient or proper supports have not been provided, he may order such additional supports at the expense of the CONTRACTOR, but neither the placing of such additional supports by the order of the ENGINEER nor failure of the ENGINEER to order such additional supports placed shall release the CONTRACTOR from his responsibility for the sufficiency of such supports and the integrity of the Work. In removing the sheeting and bracing after the construction has been completed, special care shall be taken to prevent any caving of the sides of the excavation and injury to the completed work or to the adjacent property.

20. SHEETING LEFT IN PLACE

Sheeting, bracing and shoring shall not be left in place after completion of the work except as required by the ENGINEER. Where sheeting, bracing, and shoring must be left in place in order to protect the work, adjacent structures, or property, it shall be cut off or left not less than two (2) feet below the established surface grade. If sheeting, shoring or bracing must be left in place, then it shall be paid for at the contract unit bid price that is shown on the Bid Form. If a pay item was not included on the Bid Form, then a work order shall be negotiated.

21. CROSSING EXISTING STRUCTURES/PIPES

During construction, it may be necessary to cross under certain sewers, drains, culverts, water lines, gas lines, electric conduits and other underground structures. Every effort shall be made to prevent damage to such structures. Wherever such structures are disturbed or broken, they shall be restored to good condition. Specified granular backfill shall be placed as described in Section 23, Backfilling. MDOT Grade S3 concrete shall be utilized where directed by the ENGINEER at no additional cost to the project. Either granular backfill or concrete shall be brought to the spring line of the higher utility.

22. TUNNELING TREES

Trees eight (8) inches in diameter or less will require a minimum tunnel length of eight (8) feet. Trees over eight (8) inches in diameter, measured four (4) feet above the ground surface, will require a minimum tunnel length equal to one foot for each inch of tree diameter.

Trees shall be tunneled whenever any portion of an excavation approaches within a distance equal to one-half the required tunnel length except as otherwise noted on the plans.

Tunneling under trees may be accomplished by one of the following methods:

- a. Boring and jacking casing pipe along with placement of a carrier pipe.
- b. Boring and jacking sewer pipe or water main without a casing pipe.
- c. Jacking sewer pipe or water main without boring and without a casing pipe.

Plan notes or existing field conditions shall indicate which method may be used for the tree tunneling work.

23. BACKFILLING

A. General

Backfilling shall include all work required as hereinafter specified. The placement of various pipe, including bedding and building of structures, shall be completed prior to backfilling.

Where called for on the plans, the CONTRACTOR shall backfill trenches and/or other excavations with suitable excavated material (not including gray or blue clay) replaced into the trench or excavation and compacted to not less than 95 percent of maximum unit weight as determined at existing moisture content during backfilling. Compaction shall be provided by means of suitable mechanical compaction equipment.

If the moisture content of cohesive backfill material exceeds the optimum moisture content for maximum density by more than three percent (3%), the CONTRACTOR shall dry the material to meet the foregoing moisture content limitation or provide, at his own expense, MDOT Granular Material Class III. No sloppy or wet backfill will be allowed.

Maximum unit weight will be determined by current methods of Test for Compaction and Density of Soil, AASHTO Designation T-180 or by the Cone Density Method

developed by MDOT, as the material may require.

The ENGINEER shall make compaction tests at all locations requiring granular backfill.

Any depression resulting from settlement of any backfill prior to the date of final payment for all work under this contract shall be brought to the proper grade and surface and made to match the adjacent surface.

B. Materials

Bedding, excavated backfill, and granular backfill shall conform to the requirements that were previously described in Parts 3 and 4 of this specification.

C. Compaction

Backfill material shall be placed in layers not to exceed 12 inches in thickness unless the contractor can demonstrate to the satisfaction of the Engineer that he can consistently attain the specified density on thicker lifts.

Specified compaction shall be obtained with the use of a bulldozer, sheepsfoot roller, mechanical tamper or other similar and effective equipment. Specified compaction means not less than 95 percent (not average 95 percent) of maximum unit weight when tested in accordance with current MDOT Specifications.

If excavated material is not suitable to obtain 95 percent minimum compaction, the CONTRACTOR shall, at his expense, remove unsuitable materials or add granular materials, or both, to obtain ninety-five percent (95%) minimum compaction as specified.

Compaction tests will be made by a representative of the OWNER and paid for by the OWNER, unless otherwise specified in the Contract Documents.

D. Backfilling Trenches

Bedding

The type of bedding required is shown on the detail drawings.

Bedding shall be worked under the haunches of the pipe to provide firm continuous support.

Bedding placed on the sides of and above the pipe shall be compacted by machine tamping to not less than ninety-five percent (95%) of maximum unit weight in layers not exceeding 12 inches in depth.

Trench or Excavated Area

All trenches in paved streets, shoulders, traveled roadways, parking areas and driveways shall be backfilled with suitable excavated backfill or granular backfill, as shown on the drawings from one (1) foot above top of pipe up to the required subgrade elevation which will allow for placement of the required gravel base and/or pavement surface. The approved excavated backfill or granular backfill shall be placed and thoroughly and uniformly compacted by machine tamping to the specified compaction. With the approval of the ENGINEER, water jetting may be accepted in lieu of tamping for granular backfill only.

Specified compaction shall be required of the entire trench when the edge of trench is within three (3) feet of edge of pavement. On road crossings, specified compaction shall extend ten (10) feet beyond the edge of pavement for paved roadways with gravel shoulders or shall extend three (3) feet beyond the back of curb for roadways with curb.

Trenches under concrete sidewalks and bike paths shall be backfilled from one foot above top of pipe to a level four (4) inches below finished grade of the sidewalk with approved suitable excavated backfill or

granular backfill and compacted to ninety-five percent (95%) maximum density.

Trenches not in paved streets, shoulders, traveled roadways, parking areas, driveways or under sidewalks, shall be backfilled from one (1) foot above the top of the pipe up to the ground surface (except as noted under the Restoration Specification) with suitable excavated backfill and shall require compaction equal to adjacent undisturbed earth.

Wherever gas mains, water mains, sewers, or other utilities are located in the trench area, granular backfill shall be used for backfill from bottom of the trench up to the springline of the pipes. Granular backfill shall be placed across the full trench width and extend far enough either side of the existing pipe to allow specified compaction so as to thoroughly support the pipe within the trench area.

E. Backfilling Around Structures

As soon as practicable after concrete structures have set, forms and debris shall be removed and the surface of the concrete pointed. After the structure has been checked and approved, the excavated area around the structure shall be backfilled up to specified subgrade with granular material or suitable excavated material as called for on the drawings for the adjacent trench. The fill shall be thoroughly compacted by machine tamping. No large boulders or masonry shall be placed in backfill. No backfill will be placed against manhole walls within 48 hours after the plaster coat has been applied to the outside of the walls nor shall backfill be placed about concrete structures until concrete has attained at least 75 percent of its design strength and approval of the ENGINEER has been obtained.

24. PLACING AND COMPACTING EMBANKMENT

Embankment material for fill work shall be placed and compacted in accordance with

Section 2.05.03H of the MDOT Standard Specification for Construction.

25. DISPOSAL OF EXCAVATED MATERIAL

After all suitable excavated material has been used on site, the CONTRACTOR shall be responsible for properly removing and disposing of the excess.

The CONTRACTOR shall also be responsible for disposing of all other excavated materials that are unsuitable for use as fill or backfill. Unsuitable materials may include, but are not limited to, broken concrete, asphalt, rock, stone, and other related debris. The CONTRACTOR shall be required to obtain his own disposal areas and permits and shall receive no additional compensation for this disposal work.

Surplus or unsuitable material shall not be disposed of either temporarily or permanently beyond the plan grading limit line or across any wetland or flood plain unless the plans provide for such placement.

Any agreements that the CONTRACTOR makes with local residents concerning the placement of fill on private property shall be the sole responsibility of the CONTRACTOR. The OWNER will not become involved with any such agreements and will not be liable for damages that the CONTRACTOR may cause to private property.

Placement of fill on private property may require that the resident or CONTRACTOR obtain a grading permit or fill permit from the OWNER.

26. FINAL CLEANUP & GRADING

Upon completion of the construction, and before final payment is made, the CONTRACTOR shall restore his working area to as clean a condition as existed before his operations were started. He shall go over the entire line and refill any place that may

have settled. He shall then re-grade and put in shape all backfilled trenches, all fills he may have made from excess excavated materials, and all other areas that may have been disturbed through all operations.

27. CONTRACTOR SAFETY REQUIREMENTS

The excavation and trenching operations shall be conducted by the CONTRACTOR in a manner that will provide safe working conditions for all persons on the site who may be affected by the Work. The CONTRACTOR shall also conduct his operations in a manner that will protect adjacent property from damage.

Trench sides shall be either cut back to the slope as necessitated by soil and ground water conditions which will provide stable sides, or supporting systems shall be installed that are capable of restraining the earth sides from movement. A qualified employee of the CONTRACTOR shall design the trench supporting systems.

The CONTRACTOR shall employ, at all times at the site of the work, a qualified person who will be responsible for the safety of both the work and workmen, and who will make all the decisions relevant to the stability of trenches, the adequacy of any and all protective devices, proper operation of equipment, and all other matters related to safety.

The CONTRACTOR shall not store, along and adjacent to the trench, excavated material, heavy equipment, backfill materials, sewer pipe, or other construction materials which may impose too great a load on the earth and cause displacement or caving of the earth. The CONTRACTOR shall, at all times, provide a safe means of emergency exit from all trench excavations.

End of Section

STORM SEWER CONSTRUCTION

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GENERAL

1. SCOPE OF WORK

This work shall be subject to the requirements of the General Conditions and General Specifications and shall include the furnishing of all labor, materials, tools, equipment, accessories and services necessary for providing and installing the items as shown on the Contract Documents or as herein required.

In the event these Specifications conflict with those of the OWNER's standards, the permit agency, or agency controlling the right-of-way where the sewer is being installed, the more stringent requirements will govern.

2. SHOP DRAWINGS

When required by the ENGINEER, shop drawings shall be furnished as prescribed under the General Conditions.

Before the CONTRACTOR orders any pipe or other appurtenances that he is proposing to use as substitutes for specified items, he shall submit design details of the substitutes to the ENGINEER for consideration and approval.

3. CERTIFICATION & CHECKING

All pipe and precast structures delivered to the job shall be accompanied by certification papers showing they have been tested in accordance with applicable specifications and that they meet the specifications for the project. All pipes and precast structures will be checked upon delivery to the job site. Any cracked, damaged or broken pieces or sections will be immediately removed from the site at the CONTRACTOR's expense.

4. MDOT STANDARDS

References to the Michigan Department of Transportation (MDOT) Specifications shall pertain to the 2012 Standard Specifications for Construction.

MATERIALS

5. SEWER PIPE

Sewer pipe shall be of the type and class designated for the specific locations or intended use shown or noted on the project plans. Any deviation from the type or class of pipe shown on the plans will not be permitted except upon receipt of written approval of the ENGINEER.

Any of the types of storm sewer pipe or joints listed below may be substituted upon approval of the ENGINEER provided that the flow capability and pipe strength (external load supporting) is equal to or exceeds that of the pipe specified on the plans.

Table ST-1
Storm Sewer Pipe Specifications

The intent of this table is to show the standards required for particular types of pipe and joints. The OWNER may not accept all of these types. The CONTRACTOR must refer to the project plans OWNER's standard details and bid forms to determine the type of pipe required for a particular project.

	<u>Type of Pipe</u>	<u>Pipe Specification*</u>	<u>Allowable Type of Joint</u>	<u>Joint Specification *</u>
a.	Extra strength non-reinforced concrete	ASTM C14	Modified grooved tongue with rubber gasket	ASTM C443
b.	Reinforced round concrete (size 12" & larger)	ASTM C76	Modified grooved tongue with rubber gasket	ASTM C443
c.	Reinforced elliptical concrete	ASTM C507	Tongue & grooved bituminous sealed joint with inside cement pointing on 42" equivalent size and larger External Seal (can be added to tongue and grooved bituminous sealed joint)	ASTM C443 ASTM C877
d.	Corrugated and smooth round metal pipe & pipe arch (galvanized steel)	AASHTO M36 ASTM A760	Metal coupling bands	AASHTO M36
e.	Corrugated and smooth round metal pipe & pipe arch (aluminized steel type 2)	AASHTO M36 ASTM A760	Metal coupling bands	AASHTO M36
f.	PVC (corrugated pipe with smooth interior; size 36" & smaller)	ASTM F949	Push on type	ASTM D3212 ASTM F477

	<u>Type of Pipe</u>	<u>Pipe Specification*</u>	<u>Allowable Type of Joint</u>	<u>Joint Specification *</u>
g.	HDPE	AASHTO M294 ASTM F2306	Push on type	ASTM D3212 ASTM F477
h.	PVC underdrain – smooth wall (4” & 6”)	AASHTO M278	Push on type	* *
i.	ABS underdrain – smooth wall (4” & 6”)	ASTM D2751, SDR 35 (AASHTO M270 for perforations)	Push on type	* *
j.	Polyethylene underdrain – corrugated (4” & 6”)	AASHTO M252	Coupling band	AASHTO M252
k.	PVC underdrain – corrugated (4” & 6”)	ASTM F949 (AASHTO M252 for perforations)	Coupling band	ASTM F949

* The latest revision of ASTM or AASHTO Specifications shall apply.

* * Joint tightness requirements shall not apply.

ASTM stands for American Society of Testing and Materials

AASHTO stands for American Association of State Highway Transportation Officials

6. CEMENT MORTAR POINTING:

Non-shrink cement mortar shall conform to MDOT Standard Specifications for Construction Type R-2 Mortar.

in-place concrete, or combinations of above. Structures shall be constructed to conform to these specifications and in accordance with the plan details. Where references are made to ASTM or AASHTO Specifications, the latest revision shall apply.

7. STORM DRAINAGE STRUCTURES

Manholes, catch basins, inlets, and special structures shall be constructed at locations shown on the plans and shall be of the size and type called for on the plans. They shall be constructed of precast reinforced concrete, concrete manhole block, poured-

a. Precast reinforced concrete manhole sections shall conform to ASTM C478. The minimum wall thickness for four (4) foot diameter manholes shall be five (5) inches.

- b. Precast manhole tees for 48-inch and larger storm sewer pipes shall be the same class pipe as that specified on the plans, but shall be a minimum ASTM C76 Class IV. The manhole riser shall meet the requirements of ASTM C478.
- c. Joints on precast reinforced concrete risers, cones, and base sections may be either cold applied bituminous mastic or modified grooved tongue with rubber gasket conforming to ASTM C443.
- d. Base slab for structures shall be precast reinforced concrete, ASTM C478. When approved by the ENGINEER, poured in place concrete may be used. Base riser section with integral floor design shall be approved by the ENGINEER prior to manufacture.
- e. Manhole steps shall be reinforced polypropylene plastic No. PS2-PFS as manufactured by M.A. Industries, Inc., cast iron No. 8500 as manufactured by East Jordan Iron Works, approved equal, or as specified on the drawings.
- f. Concrete manhole block shall conform to ASTM C139 and additional requirements of MDOT Specification 913.05.
- g. Brick for use in drainage structures shall conform to MDOT Specifications 913.03 A and C (concrete bricks).
- h. Grade rings shall conform to ASTM C478 and shall have minimum thickness of three (3) inches.
- i. Mortar for use in drainage structures shall conform to MDOT Specification 702, Type R-2.
- j. Concrete for poured-in-place construction shall conform to plan details, approved shop drawings, and to the requirements of grade S3 concrete as shown in the MDOT Specifications Table 701-1A Concrete Structure

Mixtures by Slump and Table 701-1B Concrete Structure Mixtures by Strength of Concrete.

- k. Gray iron castings shall be of the type, size, and weight as specified on the plans. The castings shall conform to MDOT Specification 908.05.
- l. The entire outside surface of all brick or concrete block portions of drainage structures shall be plaster coated with one-half (1/2) inch thick mortar.
- m. All manholes on storm sewers eighteen (18) inches in diameter and smaller shall have two foot deep sumps unless otherwise called for on the plans

CONSTRUCTION

8. GENERAL

Excavation, bedding, and backfill for sewers and related structures shall be accomplished in accordance with requirements in the Earthwork Section.

Excavations shall be of sufficient widths and depths to provide adequate room for the construction and installation of the work to the lines, grades, and dimensions called for on the plans.

If the maximum trench width specified in the Earthwork Section is exceeded (unless otherwise shown on the plans), the CONTRACTOR shall install, at his own expense, such concrete cradling or other bedding as approved by the ENGINEER to support the added load of the backfill.

Install pipe, fittings, and appurtenances in strict accordance with the manufacturer's recommendations and these Specifications.

9. LAYING PIPE

- a. Handling Pipe & Fittings

All pipes and castings shall be unloaded and distributed along the line of work in such manner and with such care as will effectually avoid damage to any pipe or fitting. Dropping pipe or fittings directly from the truck will not be permitted. Care must also be taken to prevent abrasion of the pipe.

b. Placement of Pipe

Each pipe shall be checked for defects prior to being lowered into the trench. The inside of the pipe and the outside of the spigot shall be cleaned of any dirt or foreign matter.

Construction shall begin at the outlet end and proceed upgrade with spigot ends pointing in the direction of flow. Pipes shall be laid on a minimum four (4) inch sand bedding. A six (6) inch sand bedding shall be provided if called for on the plan details. If the subgrade has been disturbed so that refilling is necessary to bring the pipe to grade, such refilling shall be done with sand or gravel thoroughly tamped in place. Bell holes shall be excavated so that the full length of the pipe barrel will bear uniformly on the sand bedding.

Pipes shall be centered in bells or grooves and pushed tight together to form a smooth and continuous invert. After laying pipe, care shall be taken so as not to disturb its line and grade. Any pipe found off grade or out of line shall be re-laid properly by the CONTRACTOR.

c. Line and Grade

All pipe shall be laid to line and grade called for on the plans. Each pipe, as laid, shall be checked by the CONTRACTOR with line and grade pole or other device to insure this result is obtained. The finished work shall be straight and shall be sighted through the pipe between manholes.

d. Excavation to 18 inches Below Bottom of Pipe

As a result of the CONTRACTOR's construction procedure or where excavation has not uncovered a stable foundation subgrade at a depth of six (6) inches below the bottom of pipe, the CONTRACTOR shall continue to excavate downward to a maximum distance of eighteen (18) inches below the bottom of pipe to reach stable foundation soil. The space resulting from such excavation and the pipe bedding shall be filled and constructed in the same manner and using the same materials specified in the Earthwork Specifications Section. All costs for such construction shall be borne by the CONTRACTOR.

e. Excavation Below Limits Specified in above Paragraph "d"

Where excavation has not uncovered a stable, foundation subgrade at depths eighteen (18) inches below the bottom of pipe, then the CONTRACTOR shall stop further excavation and immediately notify the ENGINEER of the condition and of his intent to make a claim for additional cost. The ENGINEER shall investigate the soil conditions and may direct the CONTRACTOR to continue excavating if it appears that a stable subgrade can be obtained. In this case, the additional excavation beyond eighteen (18) below the bottom of pipe would be measured and paid for as trench undercut and refill. Material for refill of the undercut area shall be as described in the Earthwork Section. In the event that soil conditions are extremely severe, then the ENGINEER and soils consultant shall investigate the site conditions and shall prescribe the appropriate pipe support system to be used. Within ten (10) days after the ENGINEER determines the appropriate pipe support system to be used, the CONTRACTOR shall submit a detailed estimate for additional cost, excluding the costs to be borne by the CONTRACTOR in the above paragraph "d". The estimate shall include only those additional costs necessary to construct the pipe support system as directed by the ENGINEER. It shall not include

construction costs prior to the stoppage of work. Upon acceptance of the CONTRACTOR's estimate, the ENGINEER shall issue a change order. Laying and Bedding of PVC and HDPE Pipe

Bedding of PVC and HDPE Pipe shall be in accordance with current ASTM specifications.

Potential damage can occur to exterior walls of PVC and HDPE Pipe, particularly under cold weather conditions if rocks, frozen material, or large objects strike the pipe. The CONTRACTOR shall carefully avoid dumping any materials other than approved bedding sand or stone on the pipe until a 12-inch cover is placed on it. Pipe walls and joints shall also be protected from abrasion and damage during handling and shall be fully checked just prior to placing in the trench.

Care shall be taken during bedding compaction to avoid distorting the shape of the pipe or damaging its exterior wall.

Cutting of pipe, where required, shall be performed by the use of tools or equipment that will provide a neat, perpendicular cut without damage to the pipe material.

Bowing or warping of pipe can occur with temperature fluctuations. The CONTRACTOR shall store and protect the pipe to minimize bowing. Nominal 12'-6" pipe lengths that have deviations from straight greater than one (1) inch shall not be used.

f. Concrete Cradle for Pipe

Where called for on the drawings, or otherwise required, pipe shall be installed with a concrete cradle of MDOT Grade S3 concrete.

Each pipe shall rest on a 6-inch minimum thickness bed of dry mix concrete that is shaped to fit the bottom of the pipe. The dry

mix concrete shall be MDOT Grade S3 or ENGINEER-approved equal.

After setting the pipe, the space between the outside of the pipe and the undisturbed trench bank shall be filled to a level equal to a point 1/3 of the diameter above the pipe invert with MDOT Grade S3. The concrete shall have a five (5) inch slump and be mechanically vibrated to insure complete filling of the annular space between the excavated face of the original ground and the outside face of the pipe.

g. Jointing

Where pipe is laid in wet trenches, trenches with running sand, or in trench conditions where manual means will not allow pushing the pipe home, the CONTRACTOR shall provide and use mechanical means for pulling the pipe home and holding the pipe joints tight until completion of the line. Mechanical means shall consist of a cable placed inside the pipe with a suitable winch, jack, or come-along for pulling the pipe home and holding the pipe in position.

All joints on elliptical concrete pipe (42-inch equivalent diameter and larger) shall be cement mortar pointed on the inside. On bituminous mastic joints the compound shall be removed to a depth of three-quarters (3/4) of an inch from the inside of the joint before pointing.

h. Backfill

Backfill shall be placed in accordance with the Earthwork Specifications.

10. STORM DRAINAGE STRUCTURES

Construction methods for drainage structures shall conform to MDOT Specification 403.03 except as herein provided.

All precast sections shall bear the stamp of an approved laboratory as having been tested and delivered from tested stock of the

manufacturer, at the expense of the CONTRACTOR.

Precast sections shall be constructed so that no more than fifty (50) percent of the circumference, measured on the inside face, is deleted on any horizontal plane for sewer pipe openings. There shall be no less than twelve (12) inches of residual concrete measured on any horizontal plane between pipe openings.

Excavation shall be carried to the depth required to permit the construction of the base in accordance with the requirements of the Standard Details. The excavation shall be sufficiently wide to allow for shoring, bracing, or formwork, should any or all be necessary. Also, the excavation shall allow for accessibility in plastering the exterior of all brick masonry. The bottom of the excavation shall be trimmed to a uniform horizontal bed to receive the concrete base. The excavated section shall be completely dewatered before any concrete is placed therein.

With the exception of drainage structures having sumps, the bottom of the structures shall be channeled to provide for smooth flow through the manhole. Channels shall be formed using MDOT Grade S3 concrete.

Connections to manholes shall be properly supported and braced where not resting on original ground so that any settlement will not disturb the connection.

11. FINAL GRADE ADJUSTMENTS

a. Final Grade – Existing Structures

Adjustment of drainage structures shall apply to all final vertical changes made on existing structures where the elevation of the cover is not changed by more than six inches. Vertical changes in excess of six (6) inches will be treated as structure reconstruction.

b. Final Grade – New Structures

Final grade adjustment of new structures shall be considered as incidental to the structure construction.

Final grade adjustments may be made using either brick and mortar construction or precast concrete adjustment rings at the option of the CONTRACTOR.

The maximum allowable grade adjustment using grade rings shall be fifteen (15) inches. Final grade adjustment for manholes located in pavements and sidewalks shall be made with brick and mortar. A minimum of three (3) or maximum of six (6) courses of brick shall be placed on top of the precast cone section.

12. STUBS, CONNECTIONS, AND BULKHEADS

The CONTRACTOR shall furnish all material and labor and shall install and/or construct stubs, connections, bulkheads, and related items of work as called for in the Contract Documents.

Existing sewers shall be connected where called for on the plans. Bulkheads shall be placed or removed where called for on the plans.

Unless otherwise noted on the plans, stubs twelve (12) inches or larger in diameter shall consist of one full length of concrete storm sewer pipe, minimum length eight (8) feet, with watertight brick and mortar bulkhead. Unless otherwise noted on the plans, stubs four inches (4-inch) to ten inches (10-inch) in diameter shall consist of one full length of plastic storm sewer pipe, minimum length of eight (8) feet, with an expandable plug or removable cap.

13. CLEANING

All sewers shall be thoroughly cleaned before final acceptance.

14. TESTING

a. General

The CONTRACTOR shall provide all necessary equipment and labor for making the tests and cost of same shall be incidental to the unit price bid for sewer.

b. Deflection Test for Plastic Pipe

The allowable maximum deflection shall be five (5) percent of internal pipe diameter. A Deflection Test Gauge (Go, No-Go) as manufactured by Hurco Technologies, Cherne Industries, or approved equal shall be used to verify that the maximum allowable deflection standard is met. The test gauge must have a minimum of 9 points. Proving rings must be provided to verify the gauge diameter. The gauge must be pulled through manually. Force will not be allowed. Pipe with deflections greater than five (5) percent will be considered unacceptable and shall be replaced by the CONTRACTOR at his own cost.

c. Videotaping

As a means of insuring that pipe laying was properly done and that all joints are in a "home" position, the CONTRACTOR shall provide for videotaping of ten (10) percent of the pipe footage laid (pipe 36" diameter and smaller), with no less than one manhole run being televised on each project. The ENGINEER shall indicate which pipe runs are to be videotaped. The videotaping shall be done no sooner than thirty (30) days after sewer installation is complete. The CONTRACTOR shall provide twenty-four (24) hours notice to both the OWNER and ENGINEER prior to videotaping so that a representative may be present. A satisfactory review of the videotape by the ENGINEER shall be a condition for sewer acceptance by the OWNER. Typical items to be reviewed on the videotape will include pipe deflection, pipe settlement, connections, joints and pipe cleanliness. If the videotape review reveals unsatisfactory conditions, the

CONTRACTOR shall correct the conditions at his own cost and shall re-videotape the affected pipe sections for review by the ENGINEER.

End of Section

DIGITAL RECORDED VIDEO SURVEY

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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.

End of Section

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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:

The Washtenaw County Road Commission (WCRC) permit has been applied for by the Owner of this project. The permit 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 paid for through the permit allowance pay item and shall not result in additional cost to the Owner. 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%	lump sum

The lump sum price shall be payment in full for all preparatory work and operations which may include, but is not limited to, the following items:

1. The movement of personnel, equipment, supplies, and incidentals to the project site.
2. The establishment of the Contractor's offices, buildings, and other facilities to work on the project.
3. Other work and operations that must be performed.
4. Expenses incurred, prior to beginning work on the various contract items on the project site.
5. Pre-construction costs, exclusive of bidding costs, which are necessary direct costs to the project rather than directly attributable to other pay items under the contract.
6. Permits, bonds, etc.

The pay item will state the maximum amount that can be bid. When the percentage of the original contract amount earned is less than 5 percent, the costs of project specific bonding, insurances, and permits will be reimbursed when a paid invoice is received by the Engineer. The costs of these will then be made in accordance with the Partial Payment Schedule shown below. The original contract amount is the total value of all contract items including the mobilization item. The percentage earned is exclusive of the mobilization item. The total sum of all payments for this item shall not exceed the original contract amount bid for mobilization, regardless of the fact that the Contractor may have, for any reason, shut down his work on the project, moved equipment away from the project and then back again, or for additional quantities or items of work added to the contract.

Partial Payment Schedule

Percentage of Original Contract Amount Earned	Percentage of Bid Price for Mobilization Allowed
5	50
10	75
25	100

When a pay item for mobilization is not included in the proposal, payment for any such work is considered to have been included in payments made for other items of work.

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 / Visual Route Survey	lump sum

The lump sum price shall be payment in full for all labor, materials, and equipment necessary to prepare the audio video route survey in accordance with the specifications. Video recording limits are discussed in the Supplemental Specifications section.

Payment shall include the provision of two sets of DVDs containing the complete recordings to the Engineer.

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	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.

PERMIT ALLOWANCE

The completed work as measured for PERMIT ALLOWANCE 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>
Permit Allowance	lump sum

The lump sum price shall be payment in full for all required permits required for this project as shown in the Supplemental Instructions to Bidders section. The permit 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 as part of the allowance included in the mobilization pay item and shall not result in additional cost to the Township. The permit allowance is for the Washtenaw County Road Commission and is a set amount at \$5,000.00. If invoices exceed \$5,000.00 and the contractor is in compliance and on schedule, a contract modification can be made to increase the allowance.

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, 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

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).

REMOVE PATHWAY

The completed work as measured for REMOVE PATHWAY will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Pathway, 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.

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>
Structure Adj.	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 Storm Structure, Reconstruct or Reconstruct Sanitary Structure/Utility Structure. The pay item for adjusting drainage/utility structures shall apply to existing storm manholes, catch basins, inlets, and gate wells. 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.

EMBANKMENT

The completed work as measured for EMBANKMENT will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Embankment, LM	cubic yard

The contract lump sum price shall be payment in full for all labor, materials, and equipment necessary to perform all embankment work necessary for the construction of the project.

Embankment 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. Furnishing, grading, and compacting suitable embankment material as well as removing excess or unsuitable material shall also be considered as part of Embankment, LM. In addition, removing topsoil and vegetation, root trimming, clearing, brushing, and removal of trees under 6 inches in diameter shall be considered as part of the work unless separate pay items have been included in the bid form.

SUBGRADE UNDERCUT, TYPE II

The completed work as measured for SUBGRADE UNDERCUT, TYPE II 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 Undercutting, Type II	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.

CATCH BASIN/INLET FILTER

The completed work as measured for CATCH BASIN/INLET FILTER 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 filters in accordance with the plan notes and details. Maintenance work will include removal and replacement of filters as directed by the Engineer. Removal and disposal of the filters and accumulated sediment upon final completion of the project shall be considered as included in the work. The work shall also include removal of accumulated sediment from the ground surface and from the drainage structure sumps.

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>
Erosion Control, 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.

CHECK DAM

The completed work as measured for CHECK DAM 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, Check Dam	each

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to construct and maintain a system that will contain potential ditch stream flow and permit adjacent project construction to proceed in a dry condition. Removal of the system upon project completion shall be considered as incidental to the work. This pay item shall only apply at station 2+70 and only one payment shall be made per check dam.

STATION GRADING

The completed work as measured for STATION 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>
Station Grading	station

Station grading shall be measured along the construction centerline of path from point of beginning to point of ending. Measurements shall extend through intersections, but will not be taken along intersecting driveways or side streets. One station equals one hundred feet. One station width equals the width from the center line of path to the limits of the right-of-way. Grading limits are shown on the plans.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to perform the earthwork and related items of work as outlined in the Supplemental Specifications.

MAINTENANCE AGGREGATE, 21AA

The completed work as measured for MAINTENANCE AGGREGATE, 21AA will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Maintenance Aggregate	ton

Maintenance aggregate, 21AA shall be measured in tons based upon certified weight delivery tickets. The aggregate shall be used at various locations for temporary maintenance of local traffic and shall be considered for payment only where authorized by the Engineer.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to place, grade, and compact 21AA limestone or gravel where authorized by the Engineer. Removal of the maintenance aggregate shall be considered as incidental to the placement work.

HMA BASE CRUSHING AND SHAPING

The completed work as measured for HMA BASE CRUSHING AND SHAPING will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
HMA Base Crushing and Shaping	square yard

Crushing and Shaping of HMA surface shall be measured in place by area in square yards. The area determination shall be based upon the average length and width dimensions of the pre-pulverized area as measured in the field by the Engineer.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to crush and grade the HMA pavement to a width as specified on the plans. Sweeping of the crushed surface and disposal of the extra material shall be considered as included in the work.

AGGREGATE BASE COURSE

The completed work as measured for AGGREGATE BASE COURSE will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Aggregate Base, 21AA Limestone, 6 inch	ton
Aggregate Base, 21AA Limestone, 10 inch	ton

Aggregate base 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 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.

STORM STRUCTURE, RECONSTRUCT

The completed work for STORM STRUCTURE, RECONSTRUCT will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Storm Structure, Reconstruction	feet

The work for reconstructing storm structures 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 Structure Adj. and the remaining amount of vertical change shall be paid for as Storm Structure, Reconstruct 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 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.

TRENCH UNDERCUT AND BACKFILL

The completed work as measured for TRENCH UNDERCUT AND REFILL will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Trench Undercut and Backfill	cubic yard

Trench undercut and refill shall be measured in place and shall be based upon the average length, width, and depth measurements of the undercut areas as determined by the Engineer. Undercut areas that are not authorized or measured by the Construction Observer will not be considered for payment.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to excavate the subgrade beyond 18 inches below the pipe invert and to refill the undercut area with compacted 6A crushed gravel or 6A crushed concrete aggregate. Disposal of undercut materials shall be considered as incidental to the work.

STORM STRUCTURES

The completed work as measured for STORM STRUCTURES will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Dr Structure, 24 inch dia	each

The contract unit price shall be payment in full for all labor, materials and equipment necessary to construct the storm structure. Each storm structure shall be complete with base, steps, frames and covers, stubs, pipe opening, and channels as called for in the plan details. Payment for storm structures shall include the following: excavating; disposal of unsuitable or excess excavated materials; temporary sheeting, bracing and shoring of excavations; support, relocation, replacement, connection or reconnection of existing pipe lines, building leads and utilities; furnishing and placing of structure, jointing materials, fittings, bulkheads, and plugs; cleaning; furnishing and placing of required bedding, backfill and fill materials; final adjustment or reconstruction of casting to finished grade; complete cleanup and surface restoration. Payment will be the same for standard and low head structures of the same diameter. Removal of an existing storm structure shall be considered as included in the price for the new storm structure construction if the new storm structure is being constructed in the same location as the existing structure. The contract unit price shall also include payment in full for dewatering of the excavation.

DRAINAGE STRUCTURE TAP

The completed work as measured for DRAINAGE STRUCTURE TAP will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Dr Structure, Tap, 12 inch	each

Drainage structure taps shall be paid for by size on a per each basis. Where a new sewer line is to tap an existing drainage structure, the tap size shall be the nominal inside diameter of the new sewer pipe.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to make the tap in accordance with the plan details. Any fittings, joint materials, adaptors, and masonry that are needed shall be considered as incidental to the tap work.

STORM SEWER

The completed work as measured for STORM SEWER will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Culvert, CI A, Corrugated, 12 inch	feet
Sewer, CI IV, RCP, 12 inch	feet

Storm sewer shall be measured in place horizontally by linear feet. The length shall be measured along the centerline of the pipe from end of pipe to end of pipe or to center of structure. Radius pipe or bend sections will be measured and paid for as storm sewer. The measurement shall not include the length of end sections, which shall be paid for separately.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to construct the storm sewer. The payment for storm sewer shall include the following: clearing; excavating; trenching; disposal of items from clearing; disposal of unsuitable or excess excavated materials; temporary sheeting, bracing and shoring of excavations; support, relocation, replacement, connection or reconnection of existing pipe lines, building leads and utilities; furnishing and placing of pipe, jointing materials, fittings, bulkheads, plugs, adaptors; furnishing and placing of required bedding, backfill, and

fill materials; complete cleanup and surface restoration. Removal of an existing storm sewer shall be considered as included in the price for the new storm sewer construction if the new storm sewer is being constructed in the same trench as the existing sewer.

Payment for storm sewer shall also include up to 18 inches of trench undercut and refill with compacted MDOT 6A crushed gravel or 6A crushed concrete unless otherwise shown in the plan details. If additional undercut is required beyond 18 inches, then it shall be paid for separately as Trench Undercut and Refill.

The contract unit price shall also include payment in full for dewatering of the excavation as described in the Earthwork section. The contract unit price does not include dewatering by means of deep wells or well points. In the event that dewatering by means of deep wells or well points is required, as determined by the Engineer, then this work shall be paid for separately.

CULVERT END SECTIONS

The completed work as measured for CULVERT END SECTIONS will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Culvert End Section	each

The contract price shall be payment in full for all labor, material, and equipment necessary to furnish and install the end sections in accordance with the plan details. Excavation, trenching, bedding, backfill, and disposal of excess or unsuitable materials shall be included in the contract unit price for culvert end sections. If called for on the plans, concrete footings and bar screens shall be included as part of the end sections and shall not be paid for separately.

AGGREGATE SURFACE COURSE

The completed work as measured for AGGREGATE SURFACE COURSE will be paid for at the contract unit prices for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Hand Patching	ton
HMA, 5E1 Wear, 2 inch	ton
HMA, 4E1 Level, 2 inch	ton
HMA, 4E1 Base, 2 inch	ton
HMA, LVSP, Pathway, 3 inch	ton

Aggregate surface courses 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 aggregate surface course material. Aggregate surface course shall be used for road surfaces, shoulder surfaces, and drive approaches as called for on the plans. Any earth excavation, subgrade preparation, or material disposal that is required for the surface course placement shall be considered as incidental to the work.

CONCRETE CURB & 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>
Curb and Gutter, Conc, Det F4	feet
Mountable Curb, Conc, 1 inch	feet

Concrete curb & 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 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 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.

The contract unit price shall also include all labor, material, and equipment necessary to construct and paint (if required) the 24" detectable warning strips as shown in the details.

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. Any necessary excavation, backfill, and disposal of excess materials shall also be considered as incidental to the sidewalk construction.

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>
Sign, Crosswalk, Yield Pedestrian Ahead, Yellow Green, Permanent Sign, 6 foot	each

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 unless a separate pay item has been included in the Bid Form for this. The Pedestrian Ahead, Yellow Green, Permanent Sign, 6 foot pay item shall have the yellow green fluorescent reflective sign be 30 inches by 30 inches in area as defined by the MUTCD.

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 unless the Bid Form already includes pay items for removing temporary markings.

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>
Minor Traf Devices	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.

RIP RAP

The completed work as measured for RIP RAP will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Riprap, Plain	ton

Rip Rap shall be measured in place and payment shall be based upon the certified weight delivery tickets.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to furnish and install the riprap in accordance with the plan details. If the rip rap placement details call for geotextile fabric and stone bedding, then these items shall be considered as incidental to the rip rap.

SURFACE RESTORATION

The completed work as measured for SURFACE RESTORATION will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Slope Restoration	square yard

Slope Restoration with seed or sod shall be measured in place by square yards and shall be based upon the average length and width measurements of the restored area as determined by the Construction Observer.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to furnish and place the topsoil, seed, and mulch or topsoil and sod as called for on the plans and specifications. Watering seed or sod until vigorous turf growth is established shall be considered as incidental to the surface restoration work unless a separate pay item for water is included in the Bid Form.

Application of mulch anchoring shall be considered as incidental to the placement of the mulch unless a separate pay item for the mulch anchoring has been included in the Bid Form.

MISCELLANEOUS RESTORATION ITEMS

Restoration of miscellaneous items such as, but not limited to, street signs, traffic signs, shrubbery and other ornamental landscape items which are damaged, removed, or destroyed by the Contractor in the course of the work shall be repaired or replaced by the Contractor with new materials of equal quality as existed prior to the start of work. All such items for which specific bid items are not listed in the proposal shall be considered as incidental work and shall be replaced or repaired at the expense of the Contractor.

FINAL CLEAN UP

Final clean-up of the job shall be considered as incidental. Items in this category include removal of debris and litter from the site, removal of surplus materials, sweeping, repair of any damages, and clean out of drainage structures located within the work area.

Surface Restoration shall commence immediately upon completion of final grading or as MDOT seasonal limitations dictate.

PRIVATE UTILITY ADJUSTMENT

Adjustment and/or relocation of private utility structures such as gas valves, structure covers, riser boxes, etc. shall be considered as incidental to the project. The Contractor shall furnish all labor, materials, tools, and equipment required to adjust private utility structures to the finished elevations. If private utility structures are to be adjusted and/or relocated by their respective owners, then the Contractor shall be responsible for coordinating this work with the private utility owner as incidental to the project. Several YCUA adjustments are called out and are included in the contract as pay items.

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1. GENERAL

These Supplemental Specifications are supplements to the General Conditions and General Specifications. Where conflicts exist between the aforementioned Contract Documents, the conditions in the Supplemental Specifications shall govern.

2. LOCATION OF PROJECT

The project site is located in Ypsilanti Township at the northeast intersection of S Huron Drive and Schooner Cove Blvd. Work is proposed both on the North and South side Huron River Drive.

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 bus stop loading zone, storm improvements, HMA pathway, concrete sidewalk, and crosswalk as well as all necessary earthwork, cleaning and restoration in accordance with the plans and specifications.

The contractor shall acknowledge that the project award is contingent on U.S. Department of Housing and Urban Development (HUD) approval of the Washtenaw County 2020 Annual Action Plan and allocation of 2020 Community Development Block Grant (CDBG) funding from HUD. Project award is anticipated in mid-September, with project construction commencing shortly thereafter. Project construction shall not commence until HUD allocates CDBG funds to Washtenaw County and the project has been awarded.

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 Washtenaw County Road Commission (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 weeks.

6. INCIDENTAL CONTRACT ITEMS

All items of work noted on the plans or in the specifications that are not specifically noted in the Bid Form as a pay item shall be considered included in the pay items provided for the construction of the project and shall be constructed at no extra cost to the OWNER.

7. PROJECT COORDINATION WITH OWNER & OTHER CONTRACTORS

The OWNER, utility companies, and commercial or private owners may have construction projects occurring within or adjacent to the project limits during the life of this Contract.

The CONTRACTOR shall coordinate his construction with all such projects that may be ongoing in the vicinity.

Also, where the CONTRACTOR's work affects the operation of the OWNER's utilities, the CONTRACTOR shall be responsible for coordinating his work with the OWNER. Contact Jeremy Ripley at 734-484-4600. The CONTRACTOR shall give at least 24 hours notice to the OWNER in order to schedule activities such as valve operation, hydrant operation, sewer and structure cleanout, etc. No claim for extra compensation or adjustments in Contract Unit Prices will be allowed on account of delay or failure of others to complete work scheduled.

8. MINIMUM WAGE REQUIREMENTS

The OWNER has specific minimum wage requirements that are shown as follows: Appendix C.

9. 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.

10. FAIR EMPLOYMENT PRACTICES ACT

The CONTRACTOR agrees that neither he nor his subcontractors will discriminate against any employee or applicant for employment. The CONTRACTOR shall not discriminate with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin or ancestry, nor shall age or sex be a condition of employment except where based upon an occupational qualification. Breach of these covenants may be regarded as a material breach of this Contract.

11. OBSERVATION OF CONSTRUCTION

All construction operations will require full time observation by the OWNER's representative. The CONTRACTOR must notify the ENGINEER at least three (3) working

days (72 hours) prior to construction and no work shall be performed without the ENGINEER's presence or awareness. Contact the Construction Staffing Coordinator at (734) 522-6711 to schedule observation.

12. HOURS OF WORK

Work may be performed during the hours of 8:00 a.m. to 7:00 p.m., Monday through Saturday only. Work at other times may be performed only by written permission of the OWNER.

13. TESTING & SAMPLING

The CONTRACTOR shall furnish all samples of materials necessary for tests as determined by the ENGINEER or the Construction Observer. All samples taken for analysis and tests shall be taken in such a manner as to be truly representative of the entire lot under test. The CONTRACTOR shall furnish such assistance and facilities as the ENGINEER may require for collecting, storing or curing samples. Where materials tests are to be performed by the manufacturer, the certificates of approval shall be submitted to the ENGINEER. The cost of all such testing by manufacturers shall be incidental to the project. Additional required tests on materials in place shall be made at the expense of the OWNER, unless otherwise stipulated.

The OWNER's Agent shall arrange for and furnish testing services as provided by an acceptable independent laboratory as part of this Contract. These services shall be as follows, in addition to the testing requirements noted in the General Conditions:

All concrete shall be slump and air tested, with cylinders taken (as noted above) in compliance with the current MDOT Standard Specifications for Construction.

There may be areas with uncompacted fill material or organic materials; as a result, all areas within the influence of proposed pavement shall be proof rolled as a minimum, to the satisfaction of the ENGINEER. Some testing may be required.

All aggregate base and pavement shall be tested for compaction. A reputable firm, approved by the ENGINEER shall extensively test all such areas with a nuclear densimeter. In addition, all utility crossings and the areas immediately adjacent to any structures in the pavement shall be specifically tested. Areas which fail shall be compacted further and retested. Failure to pass a second test shall be reason to undercut and refill the area, as directed by the ENGINEER, with careful attention to compaction.

14. STAKING

The ENGINEER will provide construction staking. The staking shall consist of horizontal and/or vertical control staking for 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.

15. STATION GRADING

A pay item for Station 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 Station Grading shall consist of all earthwork required to construct the transition roadway pavement, pathway pavement, and curb shown on the plans and typical cross sections. The work shall include the salvaging and stockpiling of selected materials, address brush, shrubline disposal, 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.

16. 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, Other, 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 WCRC, the OWNER, Ypsilanti Township, and the Michigan Department of Transportation.

The CONTRACTOR shall not begin any operation on the project until all required signs and barricades have been set.

All signs to be used during twilight or darkness shall be reflectorized, in good condition, with two continuous flashing lights.

The construction site shall at all times be maintained and left in a clean, neat, and safe condition, including any construction signing.

After working hours, signs that are not appropriate shall be covered and/or removed so that motorists will not be confused. The CONTRACTOR shall also remove and replace or cover (where practical) existing traffic signs that may conflict with the proposed construction.

17. 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.

18. 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	AT&T	Andy Johnson (734) 216-8091
Gas	Mich Con	Laurie Forrester (313) 389-7261
Cable	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.

19. 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. YCUA;
 3. An independent CONTRACTOR designated by the OWNER.

Since the nature and extent of most unfinished work on a particular construction site is well known by both the ENGINEER's authorized agent and the CONTRACTOR at the time of declaring such an "emergency situation" as set forth herein before; the CONTRACTOR under Contract to the OWNER for the particular project would be the first party notified and would be expected to respond immediately with necessary manpower and equipment to remedy the problem.

If a reasonable time to respond to the emergency notification is not evident, in the best judgment of the ENGINEER, then the CONTRACTOR shall be judged to have waived his

rights to physically correct the problem, but not his obligations to pay for such a physical correction or damages resulting there from. The ENGINEER shall then contact YCUA for their assistance in correcting the “emergency situation”. Where existing commitments by YCUA prohibit their immediate response to the request by the ENGINEER, the ENGINEER shall finally direct that corrective measures be performed by the independent contractor previously contacted by the OWNER to perform such emergency work when so directed.

Since the cost for all remedial work undertaken by the CONTRACTOR on this project shall be borne by the CONTRACTOR and it is necessary to engage the services of YCUA or an independent contractor, then all costs incurred would be deducted from monies due and payable to the CONTRACTOR on the particular project as set forth on any ensuing regular job estimates.

Typical costs which will be deducted from Contract monies due would be:

- A. Payroll wages
- B. Material bills
- C. Equipment rental (Detroit area rates) and moving costs
- D. 15% profit and overhead for independent contractor
- E. 10% administrative costs
- F. Observation costs

20. 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.

21. 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.

22. MAIL/NEWSPAPER BOXES

The CONTRACTOR shall remove mailboxes that may conflict with the new construction and replace to their original location in accordance with requirements of the U.S. Post Office. Any mailbox or post not indicated on the plans for removal or replacement that is damaged by the CONTRACTOR’s operations shall be replaced in kind by the CONTRACTOR at no additional charge to the OWNER. If temporary street closures or construction activities occur which prohibit delivery of mail by the postal department, then alternate provisions for mail delivery shall be provided by the CONTRACTOR and approved by the OWNER, also at no additional charge to the OWNER.

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, locations with poor drainage (e.g. standing water), trees, appurtenances, and other structures within 30 ft of the project area. See Digital Recorded Video Survey under Technical Specification DV 1-4.

24. TEMPORARY SIDEWALK CLOSURE SIGNAGE AND TEMPORARY REROUTING

The CONTRACTOR shall use maintenance aggregate, or approved similar by the ENGINEER, to direct pedestrians along the northern side of South Huron River Drive while the south side proposed approach and sidewalk ramp are being constructed. Once construction of the approach and ramp is finished, the CONTRACTOR shall re-direct pedestrians to the southern side of South Huron River Drive while the proposed northern bus pad and proposed pathway is being constructed.

25. PRECONSTRUCTION MEETING

It is highly recommended that the CONTRACTOR have their SUBCONTRACTORS attend the preconstruction meeting. All Section 3 and Davis Bacon paperwork must be correctly filed and submitted by the CONTRACTOR and SUBCONTRACTORS.

26. AAATA COORDINATION

Prior to constructing the bus shelter pad, the CONTRACTOR shall contact the Ann Arbor Area Transportation Authority (AAATA) to coordinate location. The contact for AAATA is Jeff Murphy at (734) 794-1758. The CONTRACTOR is responsible for coordinating with AAATA for a temporary bus stop. Maintenance Aggregate shall be used as a suitable temporary measure.

27. WAGE DECISION CHANGE

Due to the nature of this project containing an extended time between the Bid Opening and Notice of Award, the Federal Wage Decisions may change in interim. If the Wage Decisions change prior to the contract being awarded, the provided Wage Decision in the contract book shall be nullified and replaced with the most recent and up to date Wage Decisions as determined statewide in Michigan under the Davis-Bacon Act.

Appendices

Required Bid and Contract Documents
Washtenaw County Community Development Block Grant (CDBG) Program
Public Infrastructure and Facilities Improvement Projects

This is a Federally funded project. The contractor and subcontractors must comply with HUD procurement provisions in CFR 24 Part 85.36, Equal Employment Opportunity requirements, the Copeland “Anti-Kickback” Act, the Davis-Bacon Act, Contract Work Hours and Safety Standards Act, Section 3 of the Housing and Urban Development Act and other requirements as set forth in the bid documents. Minority and Women Owned Business Enterprises and Section 3 Business Concerns seeking bid opportunities under this project are encouraged to respond.

Enclosed is a set of documents related to compliance with Federal and local requirements concerning public infrastructure and facilities improvement projects under Washtenaw County’s Community Development Block Grant (CDBG) program:

1. Federal Contract Provisions
2. Federal Labor Standards Provisions
3. Equal Opportunity
 - a. Equal Opportunity Clause
 - b. Standard Federal Equal Employment Opportunity Construction Contract Specifications
 - c. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity
4. Section 3
 - a. Section 3 Clause
 - b. Washtenaw County Section 3 Contractor List
 - c. Section 3 Definitions
 - d. Washtenaw County Section 3 Fact Sheet, Business Certification & Reporting Instructions
5. Required Contractor Documents
 - a. Section 3 Plan Information Sheet
 - b. Sub-Contractor Information Sheet
 - c. Wage Requirement Data Sheet
 - d. Equal Employment Opportunity Poster
 - e. Employee Rights Under the Davis-Bacon Act Poster
 - f. Certified Payroll
 - g. Payroll Deduction Authorization for “Other Deductions” on Certified Payroll
 - h. Waiver of Lien
 - i. Full Unconditional Waiver
 - j. Sworn Statement
 - k. Section 3 Summary Report
6. Project Wage Decision

Appendix A

1A – Federal Contract Provisions

2A – Federal Labor Standards Provisions

3A – Equal Opportunities

Appendix B

Section 3

Appendix C

Required Contractor Documents

Appendix D

Project Wage Decision

Appendix A – Federal Requirements

1A – Federal Contract Provisions

2A – Federal Labor Standards Provisions

3A – Equal Opportunity

1A – Federal Contract Provisions

Federal Contract Provisions

1. Contracts other than small purchases shall contain administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
2. All contracts in excess of \$10,000 shall contain suitable provision for termination for cause and for convenience by the grantee, including the manner by which it will be effected and the basis for settlement.
3. All contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
4. All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3).
5. All construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a-7) as supplemented by Department of Labor regulations (29 CFR, Part 5).
6. Where applicable, all contracts awarded by grantees and subgrantees in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor regulations (29 CFR, Part 5).
7. The contract shall include notice of requirements and regulations pertaining to reporting and patent rights respect to any discovery or invention which arises or is developed in the course of or under such contract, and of grantor agency requirements and regulations pertaining to copyrights and rights in data.
8. All negotiated contracts awarded by grantees shall include a provision to the effect the grantee, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.

9. Grantees shall require contractors to maintain all required records for three years after grantees make final payments and all other pending matters are closed.

10. Contracts, subcontracts, and subgrants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use of non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provision shall require reporting of violations to the grant agency and to the USEPA Assistance Administrator for Enforcement (EN-329).

11. Contracts shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

2A – Federal Labor Standards Provisions

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

3A – Equal Opportunity

EQUAL OPPORTUNITY CLAUSE
Executive Order 11246, as amended: 41 CFR Part 60-1.4(b)

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS
(Executive Order 11246: 41 CFR Part 60.4.3)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has

employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR part 60-4 become effective.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
Executive Order 11246: 41CFR Part 60-2

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Time- tables	Goals for minority participation for each trade	Goals for female participation in each trade
	8.5%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

Appendix B

Section 3 Contract

SECTION 3 CLAUSE
24 CFR Part 135.38

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Washtenaw County OCED Approved Section 3 Contractors

Name	Address	City	Zip Code	Contact	Phone	Type
Section 3						
A.H. Construction, LLC	5417 Daytona	Ypsilanti	48197	Ali Huwio	734-481-1983	Housing Rehab, Roofing, Siding
All-Temp Heating & Cooling, Inc.	1262 Clarita	Ypsilanti	48198	Dan Sword	734-483-8598	HVAC
Huddleston Group & Associates, LLC	3961 Hillside Drive	Ypsilanti	48197	Guy Huddleston	313-586-3994	HVAC, Housing Rehab
LaSant Building. Inc.	7754 Hidden Ridge Lane	Northville	48168	Danielle Bass	248-486-6868	Housing Rehab, Excavation
Saladino Construction Company Inc.	3303 W. North Territorial Rd.	Ann Arbor	48105	Zina Saladino	734-665-5913	Paving Concrete
Stephen B. St. Clair, Inc	10150 Burmeister Rd	Manchester	48158	Stephen B. St.Clair	734-320-2050	Housing Rehab

Date: as of 7/10/2019

Contractor Email List

Instructions:

1. Click on the combined list of emails under Complete List.
2. Hold the Ctrl key and hit the C key to copy the list to the clipboard.
3. Open up a new email message or run a report and Export using the Microsoft Mail option
4. Click on the To: box
5. Hold the Ctrl key and hit the V key to paste the list into the To: box.
6. Type your message and send it.

Section 3 Contractors

Complete List

alihuwio@sbcglobal.net; UgMug@aol.com; saladinoco@aol.com; office@lasantbuilding.com; hudconstruction@att.net; dsword7373@sbcglobal.net

Itemized List

Company Name	Email Address
A.H. Construction, LLC	alihuwio@sbcglobal.net
All-Temp Heating & Cooling, Inc.	dsword7373@sbcglobal.net
Huddleston Group & Associates, LLC	hudconstruction@att.net
LaSant Building. Inc.	office@lasantbuilding.com
Saladino Construction Company Inc.	saladinoco@aol.com
Stephen B. St. Clair, Inc	UgMug@aol.com

SECTION 3 DEFINITIONS

"SECTION 3 RESIDENT" MEANS:

1. A public housing resident who resides in the metropolitan area* (Washtenaw County) or non-metropolitan county in which the Section 3 covered assistance is expended and who is considered to be a low-to very low-income person; or
2. An individual who resides in the metropolitan area* (Washtenaw County) or non-metropolitan county in which the Section 3 covered assistance is expended and who is considered to be a low-to very low-income person.

2019 LOW-INCOME LIMITS FOR WASHTENAW COUNTY

Family Size: Number in Household	Household Income (less than)
<input type="checkbox"/> 1 PERSON	\$52,850
<input type="checkbox"/> 2 PERSON	\$60,400
<input type="checkbox"/> 3 PERSON	\$67,950
<input type="checkbox"/> 4 PERSON	\$75,500
<input type="checkbox"/> 5 PERSON	\$81,550
<input type="checkbox"/> 6 PERSON	\$87,600
<input type="checkbox"/> 7 PERSON	\$93,650
<input type="checkbox"/> 8 PERSON	\$99,700

"NEW HIRE" MEANS:

A person who is not on the contractor's payroll at the time of selection for the Section 3 award.

SECTION 3 BUSINESS DEFINED

A Section 3 Business concern is a business:

1. That is **51 % or more owned** by a Section 3 Washtenaw County resident(s) and have total household incomes less than the income limits in the above table based on the number of persons in the family; or
2. Whose **permanent, full-time employees** include persons, at **least 30 %** of whom are currently Section 3 Washtenaw County residents and have total household incomes less than the income limits in the above table based on the number of persons in the family; or
3. That provide evidence of a commitment to subcontract in excess of 25 % of the total dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in (1) or (2) above. Contractors must complete three Section 3 covered projects with Washtenaw County and successfully meet the requirements for Section 3 for those three projects in order to apply for Section 3 Business Concern status under this option with Washtenaw County.

*=Washtenaw County is located in the Ann Arbor Metropolitan Statistical Area, which is entirely comprised of Washtenaw County (per U.S. President's Office of Management and Budget)

- A person seeking the training or employment preference; or a business seeking the preference provided by Section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for that preference.

A. PURPOSE

The purpose of Section 3 is to ensure that employment and other economic opportunities created by HUD assistance to construction and rehabilitation projects is directed to low-income persons.

B. SECTION 3 COVERED PROJECT OR CONSTRUCTION CONTRACT CRITERIA

A Section 3 covered project is one that meets the Section 3 threshold level that is, a Project exceeds \$200,000 in Federal assistance for housing construction, reconstruction, conversion, rehabilitation or public construction.

A Section 3 covered construction contract applies to contractors and subcontractors when any *contract or subcontract* exceeds \$100,000 for housing construction, reconstruction, conversion, rehabilitation or public construction.

C. REQUIRED COMPLIANCE GOALS

1. **Employment - 30%** of the aggregate number of **new hires** for a covered project will be low income persons (A low income person is defined as having a family income less than 80% of the HUD established median income for Washtenaw County as found in the Section 3 Resident Income Verification Form.).
2. **Contracting** - Award at least **10%** of the total dollar amount for building trades work related to the project and at least **3 %** of all other covered contracts to Section 3 businesses.

D. SECTION 3 STRATEGY OR PLAN REQUIREMENT

Prior to or at the time of the contract signing between owner/developer and the contractor for the work on this project, the contractor is required to develop and complete with owner/developer, a Section 3 strategy or plan with final approval of the Section 3 strategy or plan by the Washtenaw County/City of Ann Arbor Office of Community and Economic Development (OCED). The Section 3 Plan must include, but not be limited to, the following, all per the requirements of Section 3:

1. Section 3 contracting goals for the construction contract and other contracts on the project;
2. Section 3 employment and training goals for the project;
3. Outreach to solicit Washtenaw County Section 3 Business Concerns;
4. Outreach to solicit Section 3 Washtenaw County Residents;
5. Project neighborhood area for the project;
6. Section 3 coordinator.

OCED has a template or model Section 3 Plan/Strategy available that you may use for the development of the Section 3 strategy or plan for the project. OCED also has a list of certified Washtenaw County Section 3 Business Concerns.

D. SECTION 3 BUSINESS CERTIFICATION APPLICATIONS:

Applications for Section 3 Business Certification may be obtained from the ***Washtenaw County OCED, 415 W. Michigan Ave., Suite 2200, P.O. Box 915, Ypsilanti, MI 48197.***

APPLICATION PROCESS:

To be considered for certification as a Section 3 Business Concern, a business must complete the ***Section 3 Clause, submit the appropriate Section 3 Business Certification Forms and provide all required supporting documentation.***

1. (Category 1) Business Ownership:

- Ø When a qualified Section 3 Resident is the primary owner having 51% or more ownership he/she (or, if less than 51%, holds the greatest percentage of ownership) must complete the *Section 3 Business Certification Form (51% Section 3 Resident Ownership)* form. This category was created by HUD for business concerns that are primarily owned by a person(s) that meet the HUD definition of being low income.
- Ø If there are two or more Section 3 Resident owners that together own 51% or more of the business, each additional owner (not having majority ownership) must complete the *Section 3 Resident Income Verification Form (Section 3 Business Certification)*.

2. (Category 2) Percentage of Employees Criteria:

- Ø A business having at least 30% permanent, full time Section 3 Residents on the payroll completes the *Section 3 Business Certification Form (30% Section 3 Resident Employment)*. At least 30% of permanent, full

time employees must be Section 3 Residents or within three (3) years of the date of first employment with the business were Section 3 Residents.

- θ A Section 3 Resident Income Verification Form (Section 3 Business Certification) must be completed by each Section 3 Resident employee as evidence that each individual meets the HUD definition of a Section 3 Resident.

E. DOCUMENTATION:

- θ The following completed forms are required for certification:
 - Section 3 - **51% or 30%** Business Certification Application;
 - Section 3 Clause;
 - Register with the Office of Community and Economic Development to become an approved contractor and/or subcontractor;
 - Submit Articles of Incorporation with State of Michigan Seal;
 - Submit Ownership or Partnership Agreement(s) or if applicable, Notarized Affidavit or Secretary of State Certification to confirm that applicant(s) is or are the major shareholder(s)/owner(s);
 - Submit Capacity evaluation: demonstration of business experience, i.e., list at least 10 previous jobs, existing jobs and 3 current references;
 - Submit Largest Contract Award verification;
 - If 51% Section 3 Resident Ownership; Submit Most Recent IRS Tax Statement (Individual(s) and Corporate or if a Sole Proprietor Submit IRS 1040 with Schedule C to confirm income.
 - Submit Identification (i.e. Passport, Drivers License)
 - Workers Compensation Certificate

F. CERTIFICATION:

- a. The Section 3 Business Certification Letter will be issued to acknowledge that a business has met the criteria established by the HUD Act of 1968, 24 CFR PART 135 - Section 3.
 - The business shall be listed in the Section 3 Washtenaw County/City of Ann Arbor OCED Business Directory provided the business also completes a contractor or sub-contractor application (as applicable) to be an approved contractor/sub-contractor with Washtenaw County/City of Ann Arbor OCED. Alternatively, the contractor/sub-contractor could choose to be a Section 3 business concern for only the project.

G. REPORTING RESPONSIBILITIES (Transmit reports via Email or as hard copies to address below)

During the life of the project these forms are collected by the **Owner/Developer**, checked for accuracy and completeness and submitted with the Request for Reimbursement to the Washtenaw County/City of Ann Arbor Office of Community and Economic Development (OCED) . If there is no disbursement request within a quarter, submit the report to the Compliance Officer no less than quarterly.

SECTION 3 CLAUSE ACKNOWLEDGEMENT FORM

1. **Owner/Developer** completes Section 3 Clause Acknowledgement Form (Submit once during life of project). The Section 3 Clause is required in every Section 3 covered contract and stipulates Section 3 applicability and requirements.
2. **Covered Contractor/Subcontractor** completes Section 3 Clause Acknowledgement Form (Submit once during life of project). The Section 3 Clause is required in every Section 3 covered contract and stipulates Section 3 applicability and requirements.

PERMANENT EMPLOYEE LISTING

1. **Owner/Developer** provides a complete list of permanent employees, including name and job category.
2. **Covered Contractor/Subcontractor** provides a complete list of permanent employees, including name and job category.

SECTION 3 SUMMARY REPORT FORM (HUD FORM 60002)

1. **Owner/Developer** completes the Section 3 Summary Report Form to account for all construction Contractors and subcontractors and businesses providing other services working on the project.
2. **Covered Contractor/Subcontractor** completes the Section 3 Summary Report Form to report all new hires for the covered project and the construction contracts and subcontracts with Section 3 Business Concerns. Contractor/subcontractor provides **all** *Section 3 Resident New Hires* the *Section 3 Income Verification Form* for completion and signature and proof of residency.

Transmit Documents to:

Terry R. Brinkman

Office of Community and Economic Development: 415 W. Michigan Ave., Suite 2200, P.O. Box 915, Ypsilanti, MI 48197, Phone: (734) 544-2985, Email: brinkmat@ewashtenaw.org

Appendix C

Required Contractor Documents

Section 3 Plan Information Sheet
Complete all items highlighted in Gray
For [Project Name and Address]

Name of General Contractor: _____

Address: _____

Primary Contact _____

Phone number: _____

Email: _____

Goals

Contracting:

To demonstrate compliance with Section 3 regulations, it is desirous to award at least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work.

Dollar amount of the construction contract [this is your total bid amount]: _____

10% of the total contract is [this is 10% of your total bid amount]: _____

These goals are affirmed: Initials: (General Contractor) _____

If we do not feel it is feasible to meet the minimum goals set forth above, we will be prepared to demonstrate why it was not possible. We understand failure to follow our Section 3 Plan could result in the Secretary of Housing and Urban Development (“HUD”) finding us non-compliant with the Section 3 regulations.

Employment and Training:

_____ [insert contractor name here] (the contractor) and all subcontractors will follow the requirements outlined in *Housing and Urban Development Act of 1968 Section 3 Plan for Washtenaw County/City of Ann Arbor Office of Community Development* (Dated June 2010) (County/City OCED Section 3 Plan). The contractor must complete certifications acknowledging the Section 3 contracting and employment provisions required by the County/City OCED Plan. Such certifications shall be adequately supported with appropriate documentation as referenced in the form. The required forms are attached as Attachments 1-17 at the end of this document [to be attached with the final version of the Section 3 Plan]. As part of the submittal of the Section 3 Resident Application Form (Attachment 5), each applicant must submit a copy of their PHA/IHA Residential lease less than 3 years from day of employment (if PHA/IHA resident), or most recent individual IRS Tax Statement or any other documentation for proof of household income as requested by OCED. All applicants will be required to submit copies of their identification (i.e. Passport, Drivers License) that includes their current residential address.

Public Agency, Covered Contractors and Covered Subcontractors

To meet the contracting and employment requirements of Section 3, the following minimum steps must be taken by the Public Agency, covered contractor and covered subcontractor:

1. Obtain a list of certified Section 3 business concerns from OCED.
2. Attend all pre-bid and pre-construction conferences to obtain information about the Section 3 program requirements.
3. Solicit at least 3 bids from the OCED list of Section 3 business concerns. If such list has fewer than three (3) qualified businesses, then the contractor/subcontractor must contact the entire list.
4. Provide plans and specifications or information regarding the location of plans to Section 3 business concerns.
5. Attempt to the greatest extent feasible to meet the following project contracting and employment goals:
 - o 10% of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction, and other public construction will be awarded to qualifying Section 3 business concerns for this project.
 - o At least 3% of the total dollar amount of all other Section 3 covered contracts (i.e. architect, appraisal, etc.) will be awarded to qualifying Section 3 business concerns for this project.
 - o The goal of employment in Section 3 covered contracts is 30% of the aggregate number of new hires in any fiscal year will be Section 3 residents for this project.

Goals apply to all construction costs of the project, not just the amount of HUD financial assistance.

Records must be maintained on goals reached, and efforts/actions taken to reach goals. If goals are not met, a description of impediments encountered despite actions taken must be included. Reporting of such efforts/actions must be made to the OCED on forms supplied by the OCED.

Contractor's Requirements in Employing Section 3 Participants

Under the OCED Section 3 Program, contractors and subcontractors are required to:

Provide employment opportunities to Section 3 residents/participants in the priority order listed below:

- A. Category 1 – Section 3 Resident
 - o Residents of the housing development or development for which the contract shall be expended.
- B. Category 2 – Section 3 Resident
 - o Section 8 residents as well as all other Washtenaw County residents residing in the vicinity of the project who meet the income guidelines for Section 3 preference (refer to Section 3 Income Limits for Ann Arbor Metropolitan Statistical Area).
- C. Category 3 – Section 3 Resident
 - o Participants in HUD Youth build program being carried out in the project boundary area.
- D. Category 4 – Section 3 Resident
 - o Section 8 residents as well as all other residents residing in Washtenaw County who meet the income guidelines for Section 3 preference (refer to Section 3 Income Limits for Ann Arbor Metropolitan Statistical Area).

To demonstrate compliance with Section 3 regulations, it is desirous to employ Section 3 residents as 30 percent of the aggregate number of new hires, and to provide training to those new hires. We agree to provide information regarding existing employees and hiring needs as a part of this plan.

A concerted effort will be made to meet the goals in this plan. If the goals are not met, we agree to provide an explanation of challenges in meeting the goals described in this plan, and documentation of our efforts to reach these goals.

Outreach

We are committed to conduct an aggressive outreach campaign to make Section 3 Businesses and Section 3 Residents aware of contracting and employment opportunities in connection with this Section 3 Covered Project. Efforts will include, but not be limited to [Review the following, make changes if you would like or you can go with the following strategies. You are required to do the third bulleted item below – contacting all the approved Section 3 businesses as relevant to the project]:

- Publication of opportunities in the Washtenaw County Press or other local newspapers.
- Publication of opportunities with Michigan Works.
- Inviting Section 3 business concerns that have been certified by the Washtenaw County/City of Ann Arbor Office of Community and Economic Development (OCED) to relevant bidding opportunities.
- Use of signage at the project site and flyers posted in the neighborhood and surrounding areas.
- Notification to the Ann Arbor Housing Commission, Barrier Busters, Washtenaw Housing Alliance, and Washtenaw County Continuum of Care, and other appropriate organizations.
- Notification of potential bidding opportunities, training or employment opportunities to Neighborhood and Non-profits groups servicing low-income persons.
- Communicate opportunities to contractor and trade organizations, employment agencies and career centers.

It is not required to include all of these methods in a Section 3 implementation strategy. However, a robust strategy that makes a good faith effort to meet the objectives stated in this plan is expected. Washtenaw County/City of Ann Arbor Office of Community and Economic Development reserves the right to request documentation of efforts made (e.g. proof of advertisement in local newspapers, flyers, and other modes of communications) in order to meet Section 3 goals at any time.

Section 3 Coordinator

Name: _____

Contact information: _____

This person will serve as the main point of contact for all Section 3 related issues on behalf of general contractor, and subcontractors.

Estimated Workforce Needed for Section 3 Covered Project (Prime/General Contractor) to be included as Attachment 3 in the final Section 3 Plan

Name of Company	
Project Name	
Period Covered	
Date Submitted	

Job Category	Total Estimated Positions Needed for Project	Number of Positions Occupied by Permanent Employees	Number of Positions to be Filled with Section 3 Residents

If no new job opportunities will be available during this project, state the reason below:

Reporting

We agree to provide Washtenaw County/City of Ann Arbor Office of Community and Economic Development the following documentation after the Section 3 qualified project is substantially completed, and will freely submit this information at any time if requested by OCED.

- Washtenaw County/City of Ann Arbor Office of Community and Economic Development Section 3 Summary Report
- Contract and Subcontract Activity Report
- The contractor will present a list, to the Section 3 Coordinator, of the number of subcontracting and/or employment opportunities expected to be generated from the contract.
- All the applicable required forms to meet Section 3 Requirements, including, but not limited to the forms found in Attachments 1-17 of this document [to be inserted as attachments in final version of Section 3 Plan].

General Statement

as the Public Agency, and _____, as the general contractor are committed to comply with the Section 3 act, the Section 3 regulations, and Washtenaw County/City of Ann Arbor Office of Community and Economic Development (MSHDA) Section 3 Guidelines. It is our desire to work together to ensure compliance, to the greatest extent feasible, through the awarding of contracts for work and services to Section 3 companies, and to provide employment and training to Section 3 residents. We commit to include the Section 3 clause in the construction contract and all subcontracts. All subcontractors interested in submitting bids for contracts will be informed of the Section 3 requirements and goals. We agree to provide Washtenaw County/City of Ann Arbor Office of Community and Economic Development (OCED) with copies of all bids received in response to the invitation to bid and copies of all contracts awarded in excess of \$100,000.00.

General Contractor:

(Print/type name of organization)

By: _____ [signature required]

(Print/type name and title)

Date: _____

The contents of this Draft Section 3 Plan will be inserted into the final Section 3 Plan, which will include Attachments 1-17.

SUB-CONTRACTOR INFORMATION SHEET

Project:	Phone:
General Contractor (Name of Company) & Federal Identification Number & Race of Owner and WBE Status of Owner(s):	Address:

Sub-Company Name/Federal Identification Number/Street Address/City/State/Zip	Contact Person	Phone	Work Done	Sub- Contract Amount	Paid (Y) (N)
				MBE/WBE?	Race
				MBE/WBE?	Race
				MBE/WBE?	Race
				MBE/WBE?	Race

Attach additional sheet(s) if necessary

WAGE REQUIREMENT DATA SHEET

(Please submit before starting work on job)

PROJECT NAME: _____ PROJECT NO: _____ PROJECT LOCATION: _____ _____ COUNTY/STATE: _____	SUBCONTRACTOR'S NAME AND ADDRESS: _____ _____ _____ PHONE NO: _____ IRS NO: _____
--	--

WAGE DECISION USED FOR THIS PROJECT: MI _____ MODIFICATION _____ DATE _____

CONTRACT DATA WORK TO BE PERFORMED: _____ (Be Specific) CONTRACT AMOUNT: \$ _____ AWARD DATE: _____ START DATE: _____

PRECONSTRUCTION STATEMENT <input type="checkbox"/> <input type="checkbox"/> I/We have received a copy of the applicable wage rates for the above named project Yes No <input type="checkbox"/> <input type="checkbox"/> I/We have read and understand the information contained in the "Labor Standards: Instructions for Subcontractors" packet Yes No
--

SUBCONTRACTOR'S CERTIFICATION STATEMENT The name, title and address of the owner, partners or officers of the undersigned are: <table style="width: 100%; border: none;"><tr><td style="text-align: center; width: 33%;"><u>Name</u></td><td style="text-align: center; width: 33%;"><u>Title</u></td><td style="text-align: center; width: 33%;"><u>Address</u></td></tr><tr><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td><td>_____</td></tr></table>	<u>Name</u>	<u>Title</u>	<u>Address</u>	_____	_____	_____	_____	_____	_____	_____	_____	_____
<u>Name</u>	<u>Title</u>	<u>Address</u>										
_____	_____	_____										
_____	_____	_____										
_____	_____	_____										

PAYROLL AUTHORIZATION STATEMENT The following person(s) is/are hereby authorized to complete and sign all payroll forms (WH-347) submitted for the above named project <table style="width: 100%; border: none;"><tr><td style="width: 50%; text-align: center;">_____ (Print name and title)</td><td style="width: 5%; text-align: center;">X</td><td style="width: 45%; text-align: center;">_____ (prove sample of signature)</td></tr><tr><td style="width: 50%; text-align: center;">_____ (Print name and title)</td><td style="width: 5%; text-align: center;">X</td><td style="width: 45%; text-align: center;">_____ (prove sample of signature)</td></tr></table>	_____ (Print name and title)	X	_____ (prove sample of signature)	_____ (Print name and title)	X	_____ (prove sample of signature)
_____ (Print name and title)	X	_____ (prove sample of signature)				
_____ (Print name and title)	X	_____ (prove sample of signature)				

THE WILLFUL FALSIFICATION OF THE ABOVE STATEMENTS MAY SUBJECT THE SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1010 OF TITLE 18 AND SECTION 231 OF THE UNITED STATES CODE.

(Print name of subcontractor)

Date: _____ By: X _____
Its: _____

Check box if additional sheet is attached

FRINGE BENEFITS STATEMENT

The following are the basic hourly rate and fringe benefits paid to our employees, and where the fringe benefits payments are made:

TRADE _____	Union Name/Local _____
Basic Hourly rate: _____	Fringe Benefits _____ \$ _____
	(list) _____ \$ _____
	_____ \$ _____
	_____ \$ _____
	_____ \$ _____
	_____ \$ _____

TRADE _____	Union Name/Local _____
Basic Hourly rate: _____	Fringe Benefits _____ \$ _____
	(list) _____ \$ _____
	_____ \$ _____
	_____ \$ _____
	_____ \$ _____
	_____ \$ _____

TRADE _____	Union Name/Local _____
Basic Hourly rate: _____	Fringe Benefits _____ \$ _____
	(list) _____ \$ _____
	_____ \$ _____
	_____ \$ _____
	_____ \$ _____
	_____ \$ _____

TRADE _____	Union Name/Local _____
Basic Hourly rate: _____	Fringe Benefits _____ \$ _____
	(list) _____ \$ _____
	_____ \$ _____
	_____ \$ _____
	_____ \$ _____
	_____ \$ _____

CERTIFICATION

The undersigned certifies compliance with all Labor Standards and Prevailing Wage requirements

Name: _____ Title: _____

Date: _____

Equal Employment Opportunity is **THE LAW**

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

LA SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

SALARIOS PREVALECIENTES

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

PAGO APROPIADO

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la Sección de Horas y Sueldos del Departamento de Trabajo de EEUU.



Para obtener información adicional:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1235-0008
Expires: 04/30/2021

NAME OF CONTRACTOR	OR SUBCONTRACTOR	ADDRESS	
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PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
-------------	-----------------	----------------------	-------------------------

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT	OR	ST	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
						HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____;
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such employees,
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

— Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE
31 OF THE UNITED STATES CODE.

**WAGE DEDUCTION AUTHORIZATION FOR
FEDERAL ASSISTED PROJECTS
DEDUCTION APPROVAL/"OTHER" DEDUCTION FORM**

This form must accompany the first certified payroll on which deduction appears. Submit form only once unless revisions are necessary.

Project Name: _____ **Project Number:** _____

Subcontractor Name: _____

Title 29, Part 3 of the Code of Federal Regulations provides for "anti-kickback" regulations as governed by the Copeland Act. The contractor shall comply with the requirements incorporated by reference in the project contract.

Payments for the benefit of employees, their families and dependents are permitted on federally assisted projects as long as the deduction is a) Not otherwise prohibited by law; b) Voluntarily consented to by the employee, in writing, and in advance of the period in which the work is to be done; and c) Such consent is not a condition either for the obtaining of, or the continuation of employment.

EMPLOYEE CONSENT TO WAGE DEDUCTION

I, _____, authorize the deduction(s) listed below from my wages:

(print name)

Purpose of Deduction	Amount	Frequency (Hr/Wk/Mo)	Time Frame (From-To)
<u>Insurance Payments</u>	\$ _____	_____	_____
<u>401K/Retirement Payments</u>	\$ _____	_____	_____
<u>Friend of the Court/Child Sup</u>	\$ _____	_____	_____
<u>Union Dues</u>	\$ _____	_____	_____
<u>Cell Phone Payments</u>	\$ _____	_____	_____
<u>Vehicle/Mileage</u>	\$ _____	_____	_____
<u>Pay Advances</u>	\$ _____	_____	_____
<u>Tools/Equipment</u>	\$ _____	_____	_____
<u>Loans</u>	\$ _____	_____	_____
<u>Other:</u>	\$ _____	_____	_____
<u>Other:</u>	\$ _____	_____	_____
<u>Other:</u>	\$ _____	_____	_____

Employee Signature

Last 4 digits of Social Security #

Date

Subcontractor Signature

Print Name/Title

Date

Waiver of Lien

My/our contract with: _____ to

provide _____ for the improvement

to: _____

(Check One)

Partial Conditional

I hereby waive my/our construction lien to the amount \$ _____ for labor/materials provided. This waiver, together with all previous waivers, if any, does not cover amounts due to me/us for the contract improvement provided.

This waiver is conditioned on actual payment of \$ _____.

Partial Unconditional

Having been fully paid and satisfied, hereby waive my/our construction lien to the amount of \$ _____ for the labor/materials provided through _____. This waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for contract improvement provided through the date shown above.

Full Conditional

Having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

This waiver is conditioned on the actual payment of \$ _____.

Full Unconditional

Having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

Date: _____

Signature: _____

Company: _____

Address: _____

Phone: _____

DO NOT SIGN BLANK FORM

FULL UNCONDITIONAL WAIVER

My/our contract with _____ to provide
_____ for the improvement of the property described as

_____ having been
fully paid and satisfied, all my/our construction lien rights against such property
are hereby waived and released.

(Printed Name of Lien Claimant)

(Signature of lien claimant)

Signed on: _____

Address: _____

Telephone: _____

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

SWORN STATEMENT

State of Michigan

} §

County of Washtenaw

_____, being duly sworn, states the following:

is the (contractor)(subcontractor) for an improvement to the following real property in Washtenaw

County, Michigan, described as follows: _____

The following is a statement of each subcontractor, supplier and laborer, for whom payment of wages or fringe benefits and withholdings is due but unpaid, with whom the **(contractor)(subcontractor)** has (contracted)(subcontracted) for performance under the contract with the owner or lessee, and the amounts due to the persons as of the date of this statement are correctly and fully set forth opposite their names:

Name, Address & Phone Number of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Balance to Complete (optional)	Amount of Laborer Wages Due but Unpaid	Amount of Fringe Benefits and Withholdings Due But Unpaid
Totals							

(Some columns may not be applicable to all persons listed)

The contractor has not procured material from, or subcontracted with, any person other than those set forth and owes no money for the improvement other than the sums set forth.*

I make this statement as the (contractor)(subcontractor) or as of the (contractor)(sub-contractor) to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth in this statement and except for claims of construction liens by laborers that may be provided under Section 109 of the Construction Lien Act, 1980 PA 497, MCL 570.1 109.

WARNING TO OWNER OR LESSEE: AN OWNER OR LESSEE OF THE PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING UNDER SECTION 109 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1109 TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

IF THIS SWORN STATEMENT IS IN REGARD TO A RESIDENTIAL STRUCTURE, ON RECEIPT OF THIS SWORN STATEMENT, THE OWNER OR LESSEE, OR THE OWNER'S OR LESSEE'S DESIGNEE MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, OR BY TELEPHONE, OR PERSONALLY. TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING UNDER SECTION 109 OR, IF A NOTICE OF FURNISHING IS EXCUSED UNDER SECTION 108 OR 108A, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER NAMED IN THE SWORN STATEMENT. IF A SUBCONTRACTOR, SUPPLIER WHO HAS PROVIDED LESSEE, OR DESIGNEE SHALL PROVIDE THE REQUESTER A COPY OF THE SWORN STATEMENT WITHIN 10 BUSINESS DAYS AFTER RECEIVING THE REQUEST.

Dependent Printed Name

Dependent Signature

WARNING TO DEPENDENT: A PERSON WHO GIVES A FALSE SWORN STATEMENT WITH INTENT TO FRAUD IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1110.

Subscribed and sworn to before me this

_____ day of _____, _____

Notary Public, _____ County, Michigan

My Commission Expires:

*Materials furnished by a contractor or a subcontractor out of his or her own inventory, and which has not been purchased specifically for the purpose of performing the contract, need not be listed.

Part II: Contracts Awarded

1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	\$
B. Total dollar amount of contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	

2. Non-Construction Contracts:

A. Total dollar amount all non-construction contracts awarded on the project/activity	\$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- Other; describe below.

Public reporting for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensures that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very-low income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

Form HUD-60002, **Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons.**

Instructions: This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any **public and Indian housing programs** that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to **recipients of housing and community development assistance in excess of \$200,000** expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to **contracts and subcontracts in excess of \$100,000** awarded in connection with the Section-3-covered activity.

Form HUD-60002 has three parts, which are to be completed for all programs covered by Section 3. Part I relates to **employment and training**. The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F). Part II of the form relates to **contracting**, and Part III summarizes recipients' **efforts** to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.* A recipient of Section 3 covered assistance shall submit one copy of this report to HUD Headquarters, Office of Fair Housing and Equal Opportunity. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. **Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.**

- HUD Field Office: Enter the Field Office name .
1. Recipient: Enter the name and address of the recipient submitting this report.
 2. Federal Identification: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
 3. Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.
 - 4 & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.
 6. Reporting Period: Indicate the time period (months and year) this report covers.
 7. Date Report Submitted: Enter the appropriate date.

8. Program Code: Enter the appropriate program code as listed at the bottom of the page.
9. Program Name: Enter the name of HUD Program corresponding with the "Program Code" in number 8.

Part I: Employment and Training Opportunities

Column A: Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e. supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

Column B: (Mandatory Field) Enter the number of new hires for each category of workers identified in **Column A** in connection with this award. New hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column C: (Mandatory Field) Enter the number of Section 3 new hires for each category of workers identified in **Column A** in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column D: Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

Column E: Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

Column F: (Mandatory Field) Enter the number of Section 3 residents that were trained in connection with this award.

Part II: Contract Opportunities

Block 1: Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Block 2: Non-Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Part III: Summary of Efforts – Self -explanatory

Submit one (1) copy of this report to the HUD Headquarters Office of Fair Housing and Equal Opportunity, at the same time the performance report is submitted to the program office. The Section 3 report is submitted by January 10. Include only contracts executed during the period specified in item 8. PHAs/IHAs are to report all contracts/subcontracts.

* The terms "low-income persons" and very low-income persons" have the same meanings given the terms in section 3 (b) (2) of the United States Housing Act of 1937. **Low-income persons** mean families (including single persons) whose incomes do not exceed 80 percent of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that

The Secretary may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. **Very low-income persons** mean low-income families (including single persons) whose incomes do not exceed 50 percent of the median family income area, as determined by the Secretary with adjustments or smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

Appendix D

Project Wage Decision

"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, Oceola & 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 LENAWEE 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, tugger, 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 LENAWEE 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"

Project Construction Plans

SCHOONER COVE BUS STOP IMPROVEMENTS

CHARTER TOWNSHIP OF YPSILANTI WASHTENAW COUNTY, MICHIGAN

TOWNSHIP BOARD MEMBERS

BRENDA STUMBO
SUPERVISOR

KAREN LOVEJOY ROE
CLERK

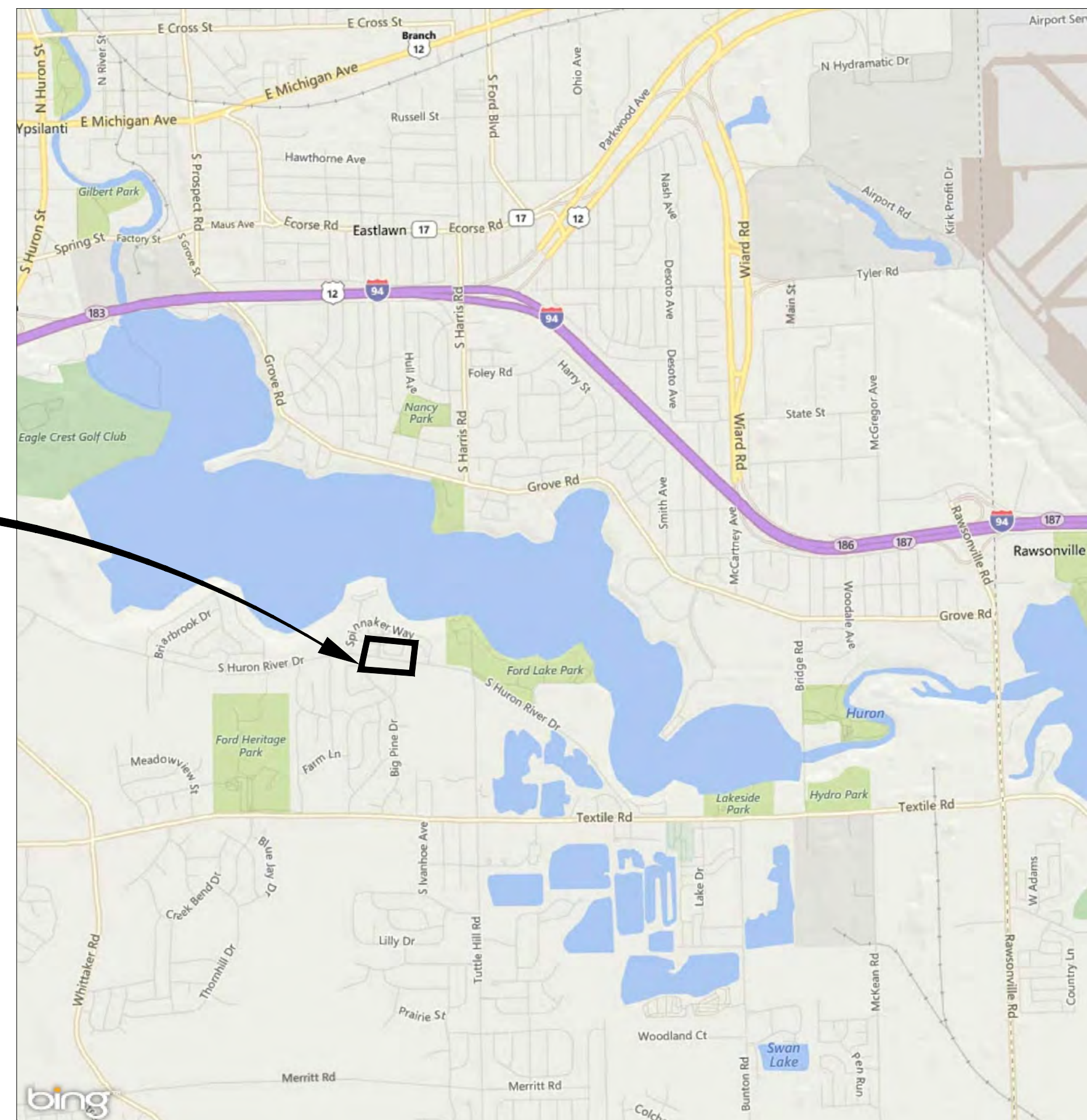
LARRY DOE
TREASURER

STAN ELDRIDGE
HEATHER JARRELL ROE
MONICA ROSS-WILLIAMS
JIMMIE WILSON, JR.
TRUSTEES

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
1	COVER
2	LEGEND
3 - 4	GENERAL NOTES & DETAILS
5, 7, 9	REMOVAL PLANS
6, 8, 10	CONSTRUCTION PLANS
11	DETAILED GRADES
12	STORM SEWER STANDARD DETAILS
13	STORM SEWER STANDARD DETAILS
14	YPSILANTI TOWNSHIP SESC STANDARD DETAILS



PROJECT
AREA



LOCATION MAP
N.T.S.

M.D.O.T. STANDARD PLANS	
TITLE	PLAN NO.
SIDEWALK RAMP AND DETECTABLE WARNING DETAILS	R-28-J*
DRIVEWAY OPENINGS & APPROACHES, AND CONCRETE SIDEWALK	R-29-I
MDOT TYPICAL LANE CLOSURE	M0231a

*MDOT SPECIAL DETAIL
SEE APPENDIX B FOR STANDARD PLANS

GENERAL PROVISIONS

THE IMPROVEMENTS SHOWN IN THESE PLANS SHALL BE DONE IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION 2012 STANDARD SPECIFICATIONS FOR CONSTRUCTION AND SUPPLEMENTAL SPECIFICATIONS AND THE AWWA STANDARDS. THE PROPOSED IMPROVEMENTS COVERED BY THESE PLANS ARE DESIGNED IN ACCORDANCE WITH AASHTO: A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS, 2011 EDITION AND SECTION C (3R) OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAMS FOR GEOMETRICS (DATED 3-04-14).

ALL TRAFFIC CONTROL TEMPORARY AND PERMANENT SHALL FOLLOW 2011 EDITION OF MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD).

ALL SIDEWALK AND PATHWAY SHALL MEET CURRENT ADA REQUIREMENTS.

THE LOCATION OF ALL PUBLIC UTILITIES SHOWN ON THESE PLANS IS TAKEN FROM THE BEST AVAILABLE DATA. THE CHARTER TOWNSHIP OF YPSILANTI WILL NOT BE RESPONSIBLE FOR ANY OMISSION OR VARIATION FROM THE LOCATIONS SHOWN. PURSUANT TO ACTS 173 & 174 OF THE P.A. OF 2013, AS A CONDITION OF THIS CONTRACT, NOTICE SHALL BE GIVEN TO MISS DIG PRIOR TO UNDERGROUND WORK TO BE PERFORMED IN ACCORDANCE WITH THIS CONTRACT, PHONE (800) 482-7171 (OR 811). UTILITY SERVICE CONNECTIONS ARE NOT SHOWN ON THE PLANS AND ARE NOT THE RESPONSIBILITY OF THE CHARTER TOWNSHIP OF YPSILANTI.

THE ELEVATIONS SHOWN ON THESE PLANS ARE BASED ON NAVD 1988 VERTICAL DATUM.

APPLICATION DATE	PERMITS	APPROVAL DATE
	WCRC ROW PERMIT	

CONTRACT FOR: CONSTRUCTION OF A BUS STOP AND DECELERATION LANE. SOUTH PATHWAY EXTENDED 165 FT TO ENABLE A CROSSWALK, CONNECTING BOTH SIDES OF S HURON RIVER DR. TWO CULVERTS TO BE CONSTRUCTED BENEATH PROPOSED ADA RAMP AND BUS STOP LOADING ZONE. SOUTH PATHWAY REHABILITATION WILL EXTEND TO BIG PINE DRIVE, NORTH PATHWAY REHABILITATION WILL EXTEND APPROXIMATE TO WEST SIDE OF ANR PIPELINE PROPERTY.



Advancing Communities

34000 Plymouth Road | Livonia, MI 48150
p (734) 522-6711 | f (734) 522-6427

53585
Registration No.

MATTHEW D. PARKS

Date

REVISIONS

AUGUST 29, 2019 - ADDENDUM #1

PROJECT NO.	SHEET NO.
0098-18-0040	1 OF 14

WATER & SEWER UTILITY SYMBOLS

EXISTING

- STORM MANHOLE
- SQUARE CATCH BASIN
- ROUND CATCH BASIN
- CULVERT
- CULVERT W/O END SECTION
- CULVERT W/END SECTION
- SANITARY MANHOLE
- CLEAN OUT
- GATE VALVE & WELL
- GATE VALVE & BOX
- WATER STOP BOX
- FIRE HYDRANT
- METER PIT
- WATER METER
- SPRINKLER HEAD
- IRRIGATION VALVE

PROPOSED

- STORM MANHOLE
- INLET/CATCH BASIN
- CULVERT END SECTION
- SANITARY MANHOLE
- GATE VALVE & WELL
- GATE VALVE & BOX
- TAPPING SLEEVE VALVE & WELL
- TAPPING SLEEVE VALVE & BOX
- FIRE HYDRANT

REAL ESTATE SYMBOLS

- CONTIGUOUS PROPERTY SYMBOL
- PARCEL NUMBER BOX
- NO ROW IMPACTS

MISCELLANEOUS UTILITY SYMBOLS

EXISTING

- GUY WIRE
- GUY POLE
- UTILITY POLE
- UTILITY POLE W/LIGHT
- LIGHT/DECOR LAMP POLE
- FLOOD LIGHT
- GAS VALVE
- GAS VENT
- GAS METER
- GAS RISER
- TRAFFIC SIGNAL
- PEDESTRIAN RISER
- TRANSFORMER PAD
- PRIVATE UTILITY MANHOLE
- RAILROAD CROSSING
- ELECTRIC METER
- PHONE BOOTH
- TRAFFIC SIGNAL CONTROLLER
- HAND HOLE
- ELECTRIC RISER
- TELEPHONE RISER
- CABLE TV RISER
- MONITORING WELL
- UNDERGROUND MARKER

MISCELLANEOUS SYMBOLS

EXISTING

- RIPRAP
- SIGN
- FLOW DIRECTION
- STUMP
- WETLAND
- CONIFEROUS TREE
CL 1 1" TO 5"
CL 2 6" TO 17"
CL 3 18" TO 35"
CL 4 36" AND UP
- DECIDUOUS TREE
- CONIFEROUS SHRUB
- DECIDUOUS SHRUB
- SOIL BORING
- SECTION CORNER
- MONUMENT
- IRON ROD/PIPE
- PK NAIL
- BENCHMARK
- TRAVERSE POINT
- MAIL/NEWSPAPER BOX
- FLAG POLE
- POST

HAZARDOUS OR FLAMMABLE MATERIAL USED WITH UNDERGROUND GAS & ELECTRICAL LINES

CAUTION - CRITICAL UNDERGROUND UTILITY USED WITH TELEPHONE & FIBER OPTIC LINES

PROPOSED

- RIPRAP
- SIGN
- FLOW DIRECTION
- STRUCTURE NUMBER
WM SAN STM
- ADA SIDEWALK RAMP

UTILITY PATTERN

EXISTING

- ELECTRICAL *
- GAS\OIL
- CABLE/TELEPHONE *
- FIBER OPTIC *
- WATER
- SANITARY
- STORM

PROPOSED

- STORM/SANITARY/WATER
 - PRIMARY UTILITY WILL HAVE A CONTINUOUS LINESTYLE, WITH THE SECONDARY UTILITY MATCHING ITS RESPECTIVE EXISTING UTILITY LINESTYLE
- *OH = OVERHEAD , UG = UNDERGROUND

ROW PATTERN

EXISTING

- ROW
- SECTION
- PROPERTY/PARCEL

PROPOSED

- ROW

TOPO PATTERN

EXISTING

- HEDGE/TREE
- FENCE
- GUARDRAIL
- CENTERLINE OF DITCH
- RAILROAD
- WETLAND/EDGE OF WATER

PROPOSED

- GRADING LIMIT (SLOPE STAKE)
- CENTERLINE OF DITCH
- GUARDRAIL
- FENCE

REMOVAL LEGEND

- PATHWAY REMOVAL
- HMA SURFACE REMOVAL
- PAVEMENT REMOVAL
- COLD MILLING HMA SURFACE
- HMA BASE CRUSHING AND SHAPING
- EXCAVATION, EARTH, MODIFIED
- CURB AND GUTTER, REM
- TREE, REM
- SALVAGE
- BULKHEAD
- ABANDON
- REMOVE
- ADJUST
- RELOCATE
- RECONSTRUCT
- REMOVE BY OTHERS
- ADJUST BY OTHERS
- RELOCATE BY OTHERS

IF NECESSARY FOR CLARITY

- SALVAGE
- BULKHEAD
- ABANDON
- CLEARING
- REMOVE
- RELOCATE
- RECONSTRUCT
- RELOCATE BY OTHERS
- ADJUST BY OTHERS

SPECIAL LEGEND

- INLET FILTER
- SILT FENCE
- LIMITS OF GRADING/DISTURBANCE
- RAMP
- LEVEL LANDING

OHM
ARCHITECTS ENGINEERS PLANNERS
34000 Plymouth Road
Livonia, MI 48150
P (734) 522-6711 | F (734) 522-6427
OHM-ADVISORS.COM

REVISIONS:

DATE: PRO NUMBER: 008-18-040 ENG: ES PROJ INGR: JH COUNTY: WASHTENAW CITY/VILLAGE/TOWNSHIP: YPSILANTI SCALE: H: NTS V: NTS HORIZ DATUM: NAD83 VERT DATUM: NAVD83

**CHARTER TOWNSHIP OF YPSILANTI
SCHOONER COVE BUS STOP IMPROVEMENTS**

LEGEND

DRAWING PATH: P:\0000_01000\0098180040_Schooner_Cove_Stop\Drawings\Civil\Misc\180040CCOV.dwg ...Mar 05, 2020 - 10:09am

COPYRIGHT 2017 OHM ALL DRAWINGS AND WRITTEN MATERIALS APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF OHM AND THE SAME MAY NOT BE DUPLICATED, DISTRIBUTED, OR DISCLOSED WITHOUT PRIOR WRITTEN CONSENT OF OHM

GENERAL PROVISIONS

THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) 2012 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION AND THE CHARTER TOWNSHIP OF YPSILANTI ENGINEERING DESIGN STANDARDS EXCEPT AS NOTED HEREIN AND IN THE PROPOSAL BOOK.

THE CONTRACTOR SHALL CONDUCT HIS OPERATIONS IN SUCH A MANNER TO COMPLY WITH ALL FEDERAL, STATE, AND LOCAL CODES FOR NOISE LEVELS, VIBRATIONS, OR ANY OTHER RESTRICTIONS WHILE REMOVING PAVEMENT OR FOR ANY OTHER CONSTRUCTION OPERATIONS WITHIN THIS CONTRACT TO BE INCLUDED IN THE RESPECTIVE ITEM OF WORK.

THE CONTRACTOR SHALL NOT ENTER UPON PRIVATE PROPERTY FOR ANY PURPOSE WITHOUT OBTAINING WRITTEN PERMISSION, AND HE/SHE SHALL BE RESPONSIBLE FOR PRESERVATION OF ALL PUBLIC PROPERTY, TREES, MONUMENTS, ETC. ALONG AND ADJACENT TO THE STREET AND/OR RIGHT OF WAY, AND SHALL USE EVERY PRECAUTION NECESSARY TO PREVENT DAMAGE OR INJURY THERETO. HE/SHE SHALL USE SUITABLE PRECAUTIONS TO PREVENT DAMAGE TO PIPES, CONDUITS, AND OTHER UNDERGROUND STRUCTURES AND SHALL PROTECT CAREFULLY FROM DISTURBANCE OR DAMAGE ALL MONUMENTS AND PROPERTY MARKERS UNTIL THE ENGINEER OR AUTHORIZED AGENT HAS WITNESSED OR OTHERWISE REFERENCED THEIR LOCATION AND SHALL NOT REMOVE THEM UNTIL DIRECTED.

THE CONTRACTOR SHALL BE REQUIRED TO NOTIFY THE LOCAL FIRE AND POLICE DEPARTMENTS 24 HOURS IN ADVANCE OF CONSTRUCTION PHASING REQUIRED FOR WORK SUCH AS FOR SEWER, CULVERT CROSSINGS AND ROADWAY EXCAVATION.

UTILITIES

FOR PROTECTION OF UNDERGROUND UTILITIES AND IN CONFORMANCE WITH PUBLIC ACT 53, THE CONTRACTOR SHALL DIAL 1-800-482-7171, OR 811, A MINIMUM OF THREE FULL WORKING DAYS, EXCLUDING SATURDAYS, SUNDAYS AND HOLIDAYS, PRIOR TO BEGINNING EACH EXCAVATION IN AREAS WHERE PUBLIC UTILITIES HAVE NOT BEEN PREVIOUSLY LOCATED. MEMBERS WILL THUS BE ROUTINELY NOTIFIED. THIS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF NOTIFYING UTILITY OWNERS WHO MAY NOT BE A PART OF THE "MISS DIG" ALERT SYSTEM. UTILITY LOCATIONS SHOWN ON THE PLANS ARE ONLY APPROXIMATE AND SHOULD BE LOCATED IN THE FIELD BEFORE EXCAVATING IN THE AREA.

TELEPHONE

AT&T
ATTN: ANDY JOHNSON
550 S. MAPLE, 2ND FLOOR
ANN ARBOR, MI 48103
PHONE: (734) 996-5350
EMAIL: aj1728@att.net

COMCAST
ATTN: RAYMOND LABEAU
25626 TELEGRAPH RD
SOUTHFIELD, MI 48034
PHONE: (734) 216-8091
EMAIL: Raymond_LaBeau@cable.comcast.com

ELECTRIC TRANSMISSION
DTE, ELECTRIC
ATTN: CLAY COMBEE
DIST. OPS. REGIONAL PLANNING, SW 4
8001 HAGGERTY RD.
BELLEVILLE, MICHIGAN 48111
PHONE: (734) 397-4338
EMAIL: combec@dteenergy.com

GAS
MICH CON
ATTN: LAURIE FORRESTER
PHONE: (313) 389-7261

WATER AND SEWER
YPSILANTI COMMUNITY UTILITIES AUTHORITY
ATTN: SCOTT WESTOVER
2777 STATE ROAD,
YPSILANTI MICHIGAN 48198
PHONE: (734) 484-4600
EMAIL: sswestover@ycua.org

TOWNSHIP RESIDENTIAL SERVICES DIRECTOR
YPSILANTI TOWNSHIP
ATTN: MICHAEL HOFFMEISTER
PHONE: (734) 544-3515
EMAIL: mhoffmeister@town.org

ANN ARBOR AREA TRANSPORTATION AUTHORITY
THE RIDE
ATTN: JEFF MURPHY
2700 S INDUSTRIAL HIGHWAY
ANN ARBOR, MICHIGAN 48104
PHONE: (734) 794-1758
EMAIL: jmurphy@theride.org

SUGGESTED CONSTRUCTION SEQUENCE

1. INSTALL TEMPORARY SOIL EROSION CONTROL MEASURES PRIOR TO BEGINNING CONSTRUCTION OF ASPHALT ROAD. SOIL EROSION CONTROL MEASURES SHALL BE MAINTAINED AND RESTORED AS REQUIRED.
2. ESTABLISH NEEDED TEMPORARY ACCESS POINTS. ACCESS TO SCHOONER COVE BLVD AND THROUGH S HURON RIVER DRIVE MUST BE MAINTAINED AT ALL TIMES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE TOWNSHIP AND POLICE DEPARTMENT IN ADVANCE WITH ANY CHANGES TO ACCESS IN CASE OF AN EMERGENCY.
3. PLACE TEMPORARY CONSTRUCTION SIGNS AS DIRECTED BY THE FIELD ENGINEER AND THE WCRC.
4. PRIOR TO CONSTRUCTING THE BUS SHELTER PAD, THE CONTRACTOR SHALL CONTACT AAATA TO COORDINATE LOCATION (CHRIS WHITE (734) 973-6500). PAYMENT FOR COORDINATING WITH AAATA IS INCLUDED IN "Sidewalk, Ramp, Conc, 6 inch".
5. THE CONTRACTOR SHALL USE MAINTENANCE AGGREGATE, OR APPROVED SIMILAR BY THE ENGINEER, TO DIRECT PEDESTRIANS ALONG THE NORTHERN SIDE OF SOUTH HURON RIVER DRIVE WHILE THE PROPOSED SOUTH APPROACH AND SIDEWALK RAMP ARE BEING CONSTRUCTED. ONCE CONSTRUCTION OF THE SOUTH APPROACH AND RAMP ARE FINISHED, THE CONTRACTOR SHALL RE-DIRECT PEDESTRIANS TO THE SOUTHERN SIDE OF SOUTH HURON RIVER DRIVE WHILE THE PROPOSED NORTHERN BUS PAD AND PROPOSED PATHWAY ARE BEING CONSTRUCTED.
6. THE CONTRACTOR SHALL APPROPRIATELY RESTORE DISTURBED AREAS AFTER ALL PAVEMENT CONSTRUCTION HAS FINALIZED.

MISCELLANEOUS

AS DIRECTED BY THE ENGINEER, THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UNDERGROUND ELECTRICAL AND HANDHOLES DAMAGED BY THE CONTRACTOR OR THEIR SUBCONTRACTORS. NO ADDITIONAL PAYMENT WILL BE MADE FOR THIS ACTIVITY.

ANY SEWER AND/OR CURB STOP BOXES LOCATED IN SIDEWALK OR DRIVEWAYS SHALL BE ADJUSTED TO MEET PROPOSED ELEVATIONS.

LAWN SPRINKLER SYSTEMS AND LANDSCAPING

IT IS NOT ANTICIPATED THAT THERE IS EXISTING IRRIGATION, HOWEVER, OWNERS OF EXISTING LAWN SPRINKLER SYSTEMS AND/OR LANDSCAPING SHALL BE NOTIFIED (IN WRITING WITH A COPY SENT TO THE ENGINEER) BY THE CONTRACTOR TWO WEEKS IN ADVANCE OF ANY WORK TO BE DONE THAT WILL AFFECT THOSE SYSTEMS AND/OR LANDSCAPING. IF THE PROPERTY OWNER FAILS TO RELOCATE THE LAWN SPRINKLER SYSTEM PRIOR TO THE CONTRACTOR BEGINNING WORK, AND IF THE CONTRACTOR CUTS THE SYSTEM DURING CONSTRUCTION, THE CONTRACTOR SHALL CAP THE SYSTEM PIPE AND WITNESS THE LOCATION OF THE CAP WITH A WOODEN STAKE FOR THE PROPERTY OWNERS USE. THE CONTRACTOR SHALL PLACE THE SALVAGED SPRINKLER HEADS ON THE PROPERTY OWNERS PROPERTY. IF THE PROPERTY OWNER FAILS TO RELOCATE THE LANDSCAPING PRIOR TO THE CONTRACTOR BEGINNING WORK, THE CONTRACTOR SHALL CAREFULLY SALVAGE THE LANDSCAPING ITEMS AND STOCKPILE THEM ON THE PROPERTY OWNERS PROPERTY FOR THE PROPERTY OWNER. ANY OTHER MODIFICATION TO THE LAWN SPRINKLER SYSTEMS AND/OR LANDSCAPING, IS THE RESPONSIBILITY OF THE OWNER AND IS NOT PART OF THIS CONTRACT. THIS WORK AND ALL REQUIRED COMMUNICATION AND COORDINATION WITH THE OWNER IS INCLUDED IN THE MACHINE GRADING PAY ITEM.

ELECTRICAL

CONDUIT AND END MARKERS SHALL BE INSTALLED AS NOTED IN THE PLANS FOR FUTURE LIGHTING PLAN (BY OTHERS). ALL CONDUIT SHALL BE 2" PVC SCHEDULE 40.

LIGHT RELOCATION SHALL BE RELOCATED PER PLANS OR AS DIRECTED BY FIELD ENGINEER AND/OR OWNER.

EARTHWORK & GRADING

THE CONTRACTOR SHALL DISPOSE OF ALL UNSUITABLE MATERIAL AT A SITE OUTSIDE OF THE PROJECT LIMITS, OR AS APPROVED BY THE ENGINEER. NO SEPARATE PAYMENT WILL BE MADE FOR LOADING, HAULING, OR DISPOSING OF THE EXCAVATED UNSUITABLE MATERIALS, BUT SHALL BE INCLUDED IN THE COST OF MACHINE GRADING.

ALL NATURAL SOIL LEFT IN PLACE, IN CUT SECTIONS, SHALL BE COMPACTED TO NOT LESS THAN 95 PERCENT OF MAXIMUM UNIT WEIGHT TO A MINIMUM DEPTH OF 12 INCHES.

THROUGHOUT THE PROJECT, NO UNDERCUTS OR TRENCHES WILL BE LEFT OPEN AND UNBACKFILLED DURING EACH NIGHT OR NON-WORKING HOURS.

SAWING FOR PAVEMENT REMOVAL SHALL BE INCLUDED IN THE ITEM OF PAVEMENT AND SIDEWALK REMOVAL.

ALL SLOPES SHALL BE FINISHED AS CLASS A SLOPES. BACKFILL BEHIND ALL PROPOSED CURB WITH SOUND EARTH FILL AS SPECIFIED ON THE PLANS OR AS DIRECTED BY THE ENGINEER IS INCLUDED IN THE PLAN QUANTITY FOR MACHINE GRADING.

DUST CONTROL

THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL ON THIS PROJECT. KEEPING DUST TO A MINIMUM IS HIGH PRIORITY AND WILL BE EXPECTED TO BE MAINTAINED ON A REGULAR BASIS. DUST CONTROL WILL BE CONSIDERED INCIDENTAL TO THE PROJECT.

SAWCUTS

THE CONTRACTOR SHALL SAWCUT THE EXISTING CONCRETE AND/OR HMA PAVEMENT AND DRIVEWAYS TO THE LIMITS OF PROPOSED CONSTRUCTION, TO MAKE A NEAT AND SMOOTH CONNECTION TO THE EXISTING PAVEMENT OR DRIVEWAY AS REQUIRED AND DIRECTED. THIS WORK WILL NOT BE PAID FOR SEPARATELY, BUT WILL BE CONSIDERED INCLUDED IN THE CONTRACT UNIT PRICE BID FOR OTHER REMOVAL ITEMS.

FLAGGING OPERATIONS

THE CONTRACTOR AND ANY SUBCONTRACTORS WHO WILL BE USING A FLAGGING OPERATION FOR THIS PROJECT SHALL BE REQUIRED TO PROVIDE SATISFACTORY DOCUMENTATION PROVING THAT THEY HAVE MET THE MINIMUM REQUIREMENTS SET FORTH IN SECTION 812 OF THE 2012 MDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION. FAILURE TO PROVIDE DOCUMENTATION WILL RESULT IN THE ROAD AUTHORITY WITHHOLDING PAYMENT FOR FLAGGING OPERATIONS.

ALL FLAGGING, SIGNAGE AND TYPE III BARRICADES SHALL BE PLACED DURING CONSTRUCTION AND SHALL BE PAID FOR AS "Minor Traf Devices".

MISC QUANTITIES FOR PROJECT

TOTAL	UNIT	DESCRIPTION
1	LSUM	Mobilization, Max. 5%
1	LSUM	Audio / Visual Route Survey
1	LSUM	Traffic Maintenance and Control
1	LSUM	Permit Allowance
1	LSUM	Minor Traf Devices

34000 Plymouth Road
Livonia, MI 48150
P (734) 522-6711 | F (734) 522-6427

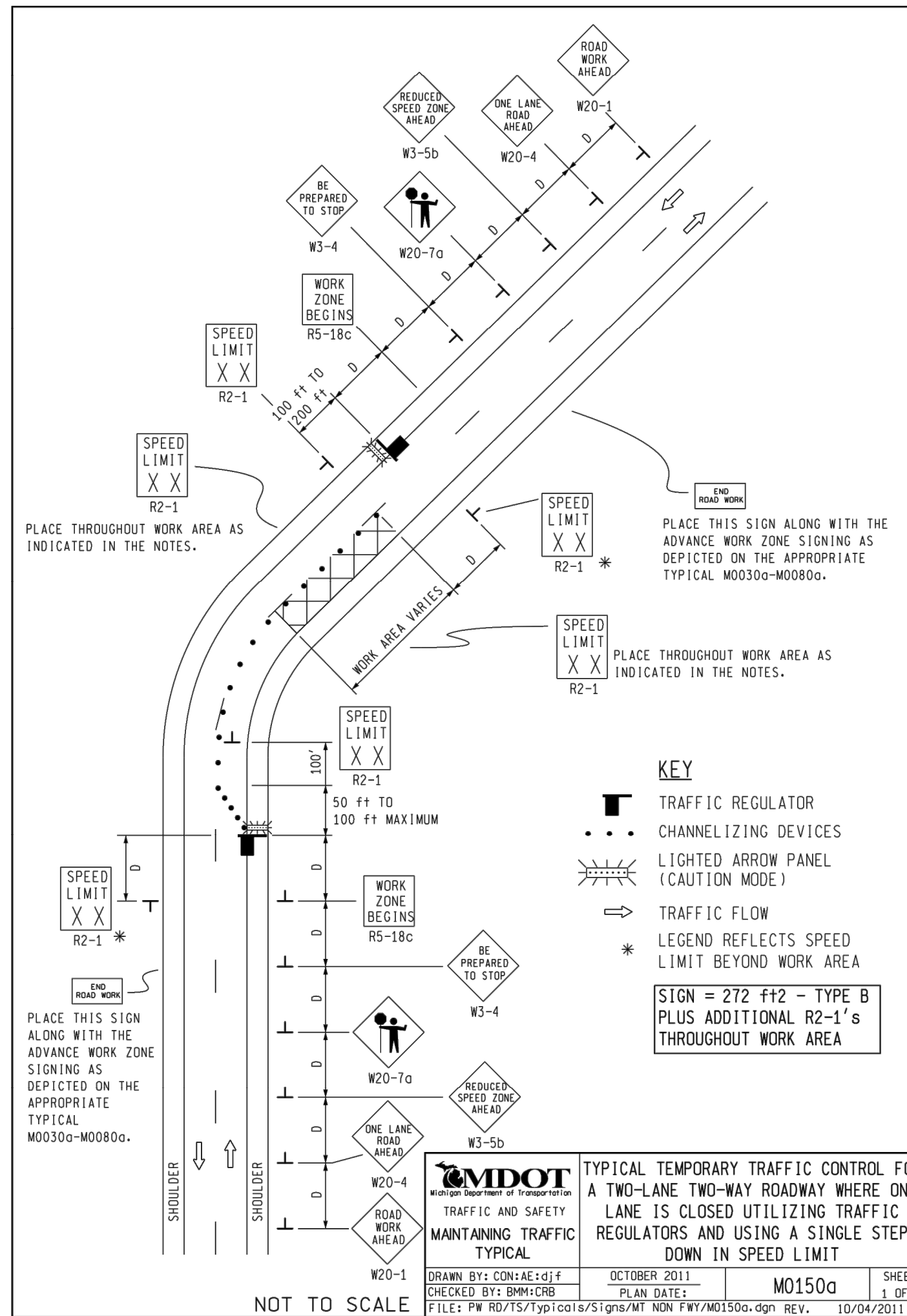
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REVISIONS:

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
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8		
9		
10		

CHARTER TOWNSHIP OF YPSILANTI
SCHOONER COVE BUS STOP IMPROVEMENTS
GENERAL NOTES

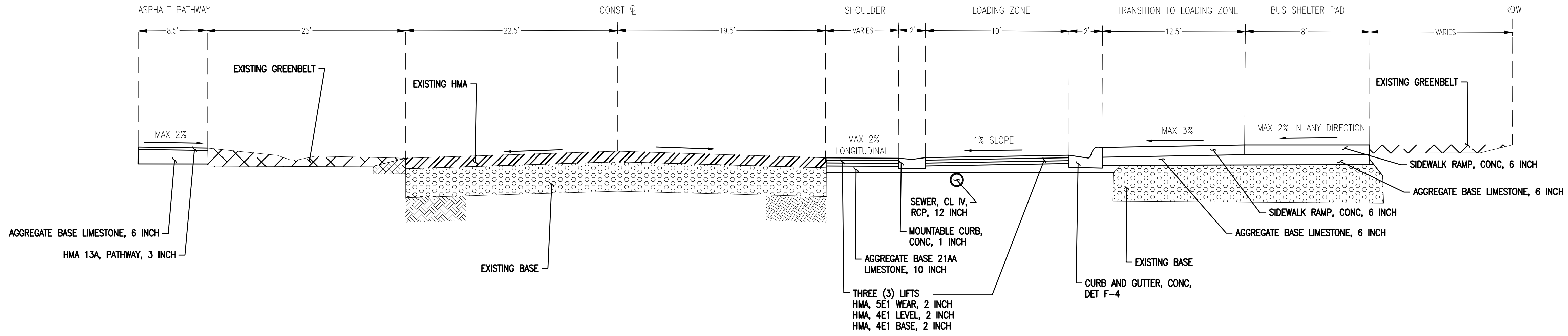
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PROJ NUMBER: 088-18-040
ENG: ES
CADD: ES
COUNTY: WASHTENAW
CITY/VILLAGE/TOWNSHIP: YPSILANTI
SCALE: V: N/A
H: N/A
VERT DATUM: NAVD83
HORIZ DATUM: NAD83
VERT DATUM: NAVD83



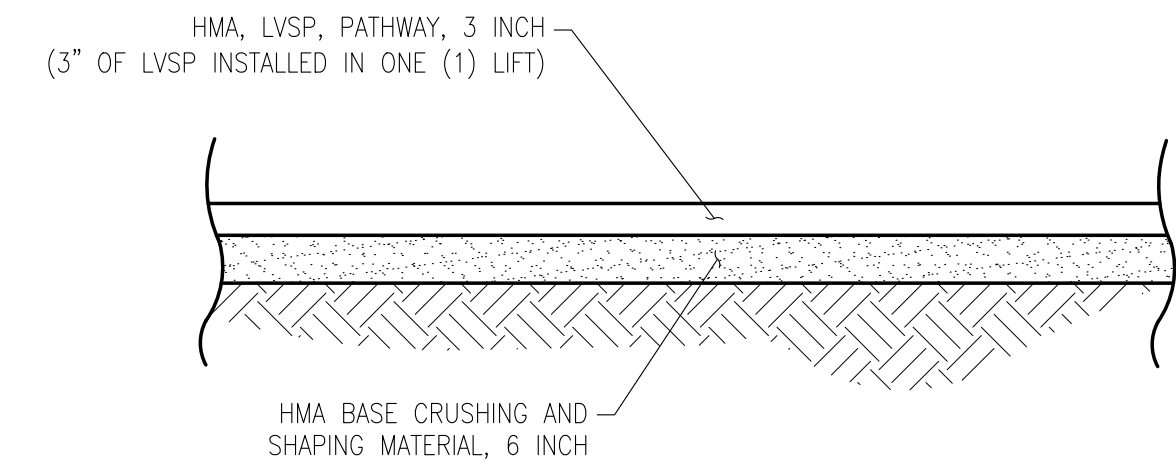
- NOTES**
- 1H. D = DISTANCE BETWEEN TRAFFIC CONTROL DEVICES AND LENGTH OF LONGITUDINAL BUFFERS SEE M0020a FOR "D" VALUES.
 2. ALL NON-APPLICABLE SIGNING WITHIN THE CIA SHALL BE MODIFIED TO FIT CONDITIONS, COVERED OR REMOVED.
 3. DISTANCES BETWEEN SIGNS, THE VALUES FOR WHICH ARE SHOWN IN TABLE D, ARE 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.
 - 4A. THE MAXIMUM RECOMMENDED DISTANCE(S) BETWEEN CHANNELIZING DEVICES IN THE TAPER AREA(S) SHOULD BE 15 FEET AND SHOULD BE EQUAL IN FEET TO TWICE THE POSTED SPEED IN MILES PER HOUR IN THE PARALLEL AREA(S).
 5. FOR OVERNIGHT CLOSURES, TYPE III BARRICADES SHALL BE LIGHTED.
 6. WHEN CALLED FOR IN THE FHWA ACCEPTANCE LETTER FOR THE SIGN SYSTEM SELECTED, 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.
 9. ALL TRAFFIC REGULATORS SHALL BE PROPERLY TRAINED AND SUPERVISED.
 - 9A. IN ANY OPERATION INVOLVING MORE THAN ONE TRAFFIC REGULATOR, ONE PERSON SHOULD BE DESIGNATED AS HEAD TRAFFIC REGULATOR.
 10. ALL TRAFFIC REGULATORS' CONDUCT, THEIR EQUIPMENT, AND TRAFFIC REGULATING PROCEDURES SHALL CONFORM TO THE CURRENT EDITION OF THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MMUCD) AND THE CURRENT EDITION OF THE MDOT HANDBOOK ENTITLED "TRAFFIC REGULATORS INSTRUCTION MANUAL."
 11. WHEN TRAFFIC REGULATING IS ALLOWED DURING THE HOURS OF DARKNESS, APPROPRIATE LIGHTING SHALL BE PROVIDED TO SUFFICIENTLY ILLUMINATE THE TRAFFIC REGULATOR'S STATIONS.
 - 12E. THE MAXIMUM DISTANCE BETWEEN THE TRAFFIC REGULATORS SHALL BE NO MORE THAN 2 MILES IN LENGTH UNLESS RESTRICTED FURTHER IN THE SPECIAL PROVISIONS FOR MAINTAINING TRAFFIC. ALL SEQUENCES OF MORE THAN 2 MILES IN LENGTH WILL REQUIRE WRITTEN PERMISSION FROM THE ENGINEER BEFORE PROCEEDING.
 13. WHEN INTERSECTING ROADS OR SIGNIFICANT TRAFFIC GENERATORS (SHOPPING CENTERS, MOBILE HOME PARKS, ETC.) OCCUR WITHIN THE ONE-LANE TWO-WAY OPERATION, INTERMEDIATE TRAFFIC REGULATORS AND APPROPRIATE SIGNING SHALL BE PLACED AT THESE LOCATIONS.
 14. ADDITIONAL SIGNING AND/OR ELONGATED SIGNING SEQUENCES SHOULD BE USED WHEN TRAFFIC VOLUMES ARE SIGNIFICANT ENOUGH TO CREATE BACKUPS BEYOND THE W3-4 SIGNS.
 15. THE HAND HELD (PADDLE) SIGNS REQUIRED BY THE MMUCD TO CONTROL TRAFFIC WILL BE PAID FOR AS PART OF FLAG CONTROL.
 - 16A. ADDITIONAL SPEED LIMIT SIGNS REFLECTING THE REDUCED SPEED SHALL BE PLACED AFTER EACH MAJOR CROSSROAD THAT INTERSECTS THE WORK AREA WHERE THE REDUCED SPEED IS IN EFFECT, AND AT INTERVALS ALONG THE ROADWAY SUCH THAT NO SPEED LIMIT SIGNS REFLECTING THE REDUCED SPEED ARE MORE THAN TWO MILES APART.
 - 16B. WHEN REDUCED SPEED LIMITS ARE UTILIZED IN THE WORK AREA, ADDITIONAL SPEED LIMIT SIGNS RETURNING TRAFFIC TO ITS NORMAL SPEED SHALL BE PLACED BEYOND THE LIMITS OF THE REDUCED SPEED AS INDICATED.
 - 16E. WHEN EXISTING SPEED LIMITS ARE REDUCED MORE THAN 10 MPH, THE SPEED LIMIT SHALL BE STEPPED DOWN IN NO MORE THAN 10 MPH INCREMENTS.
 - 28E. THE TRAFFIC REGULATORS SHOULD BE POSITIONED AT OR NEAR THE SIDE OF THE ROAD SO THAT THEY ARE SEEN CLEARLY AT A MINIMUM DISTANCE OF 500 FEET. THIS MAY REQUIRE EXTENDING THE BEGINNING OF THE LANE CLOSURE TO OVERCOME VIEWING PROBLEMS CAUSED BY HILLS AND CURVES.
- SIGN SIZES**
- | | |
|------------------------|-------------|
| DIAMOND WARNING | - 48" x 48" |
| RECTANGULAR REGULATORY | - 48" x 60" |
| R5-18c REGULATORY | - 48" x 48" |
- TYPICAL TEMPORARY TRAFFIC CONTROL FOR A TWO-LANE TWO-WAY ROADWAY WHERE ONE LANE IS CLOSED UTILIZING TRAFFIC REGULATORS AND USING A SINGLE STEP DOWN IN SPEED LIMIT**
- MDOT
TRAFFIC AND SAFETY
MANTAINING TRAFFIC TYPICAL
- DRAWN BY: CON/AE/gjt
CHECKED BY: BMM/CRB
FILE: PW RD/TS/Typ1col8/Sigs/MF NON FW/M0150a.dgn REV. 10/04/2011
- OCTOBER 2011
PLAN DATE:
M0150a
SHEET 1 OF 2

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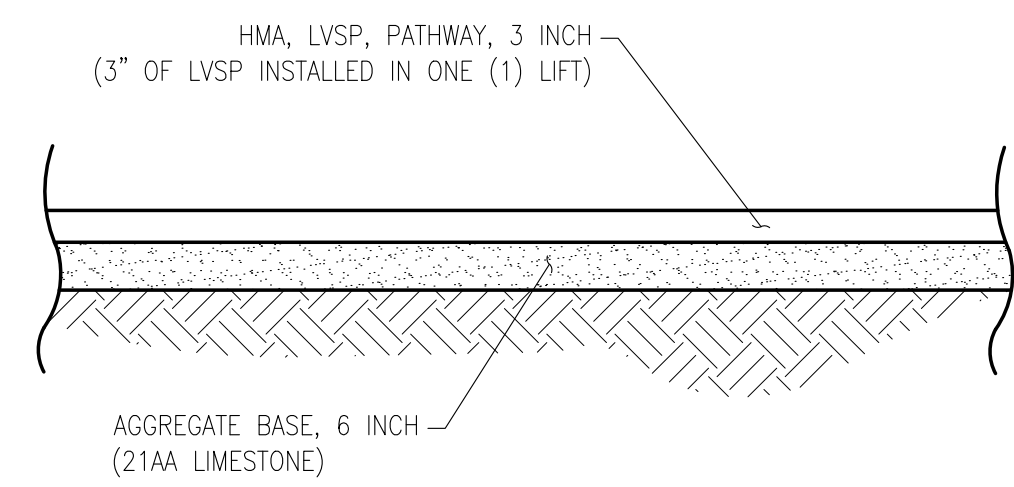
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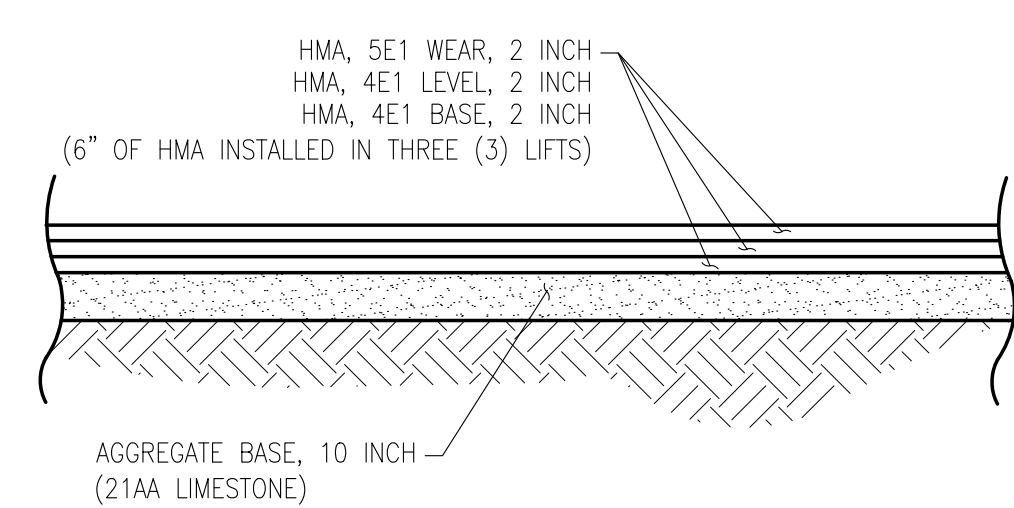
TYPICAL A - A
 S HURON RIVER DRIVE (STA 1+65 TO STA 3+08)



PROPOSED CROSS-SECTION
 HMA PATHWAY
 NOT TO SCALE

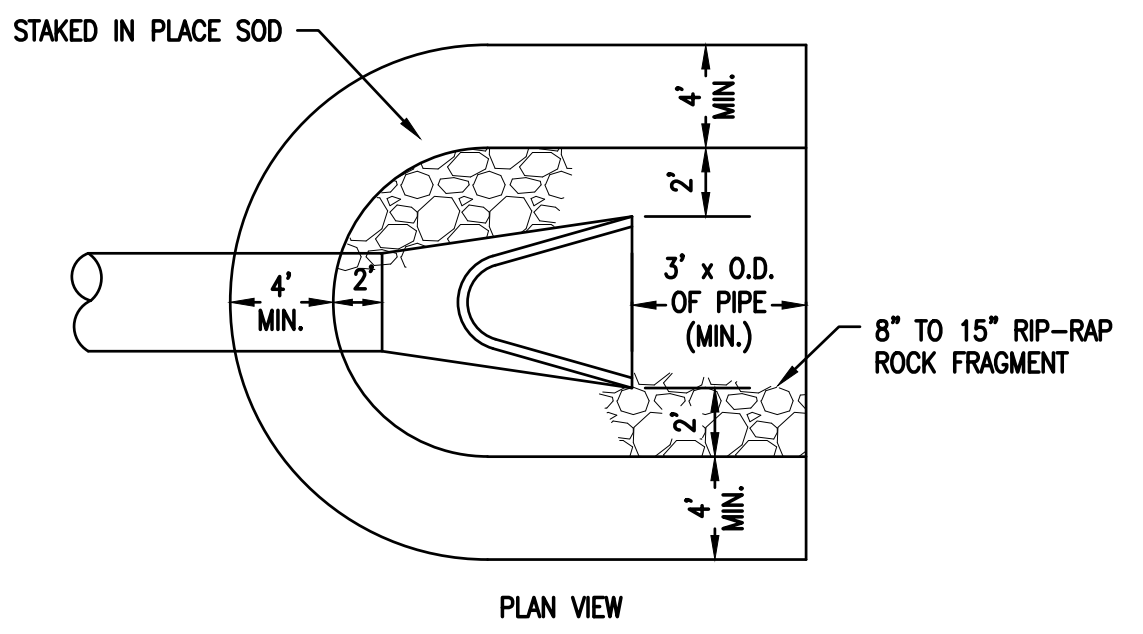


PROPOSED CROSS-SECTION
 HMA PATHWAY WITH NO HMA CRUSHING
 NOT TO SCALE

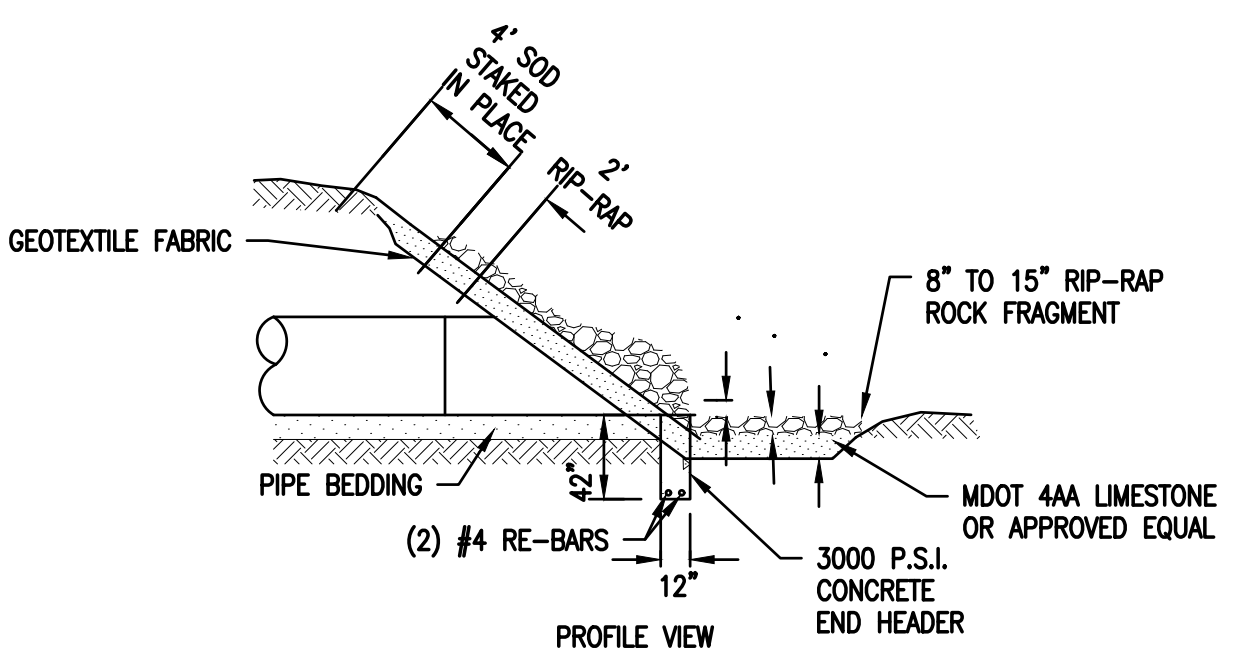


PROPOSED CROSS-SECTION
 HMA LOADING ZONE
 NOT TO SCALE

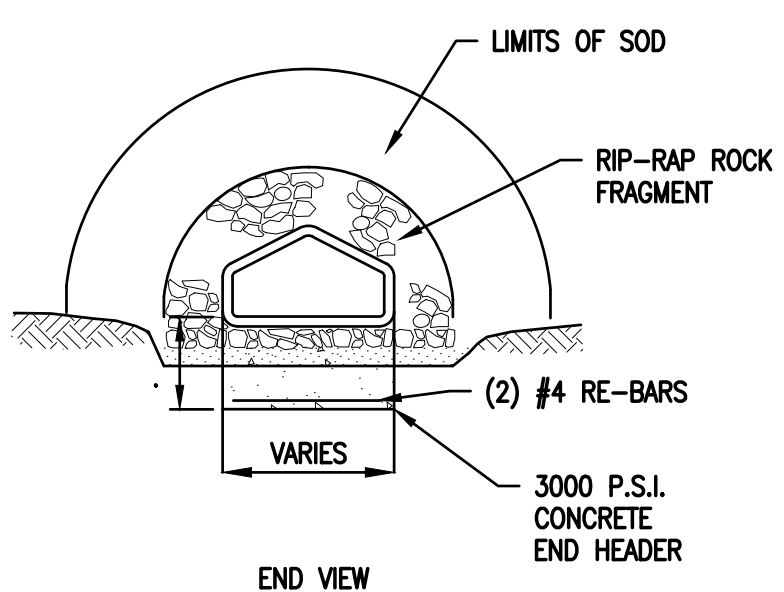
HMA APPLICATION ESTIMATE			
ITEM	RATE (LBS/SYD)	PERFORMANCE GRADE	REMARKS
HMA, 5E1 WEAR, 2 INCH	220	64-22	2" WEAR LIFT FOR BUS LOADING ZONE AND SHOULDER
HMA, 4E1 LEVEL, 2 INCH	220	64-22	2" LEVEL LIFT FOR BUS LOADING ZONE AND SHOULDER
HMA, 4E1 BASE, 2 INCH	220	64-22	2" BASE LIFT FOR BUS LOADING ZONE AND SHOULDER
HMA, LVSP, PATHWAY, 3 INCH	330	58-22	3" LIFT FOR HMA PATHWAY ALONG BOTH SIDES OF HURON RIVER DRIVE



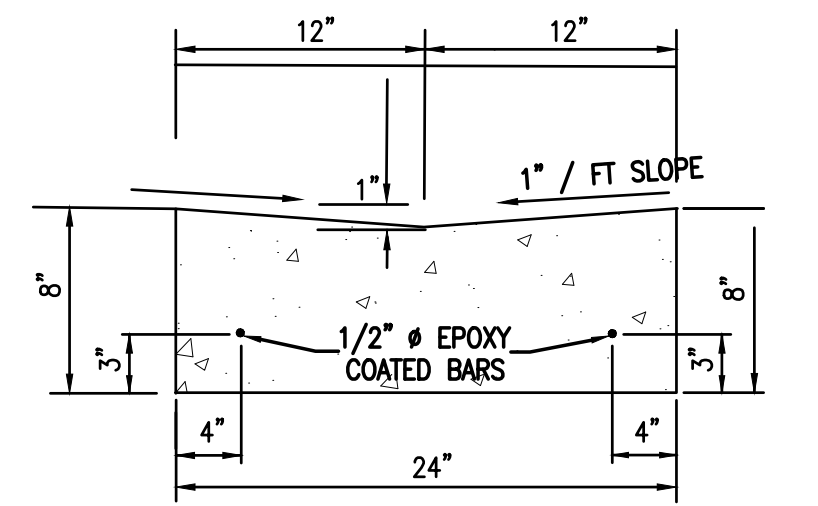
PLAN VIEW



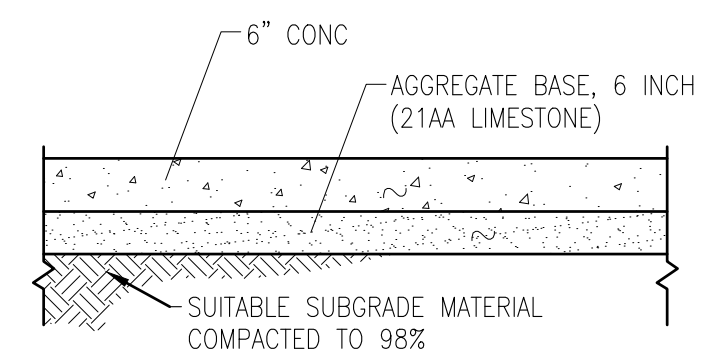
PROFILE VIEW



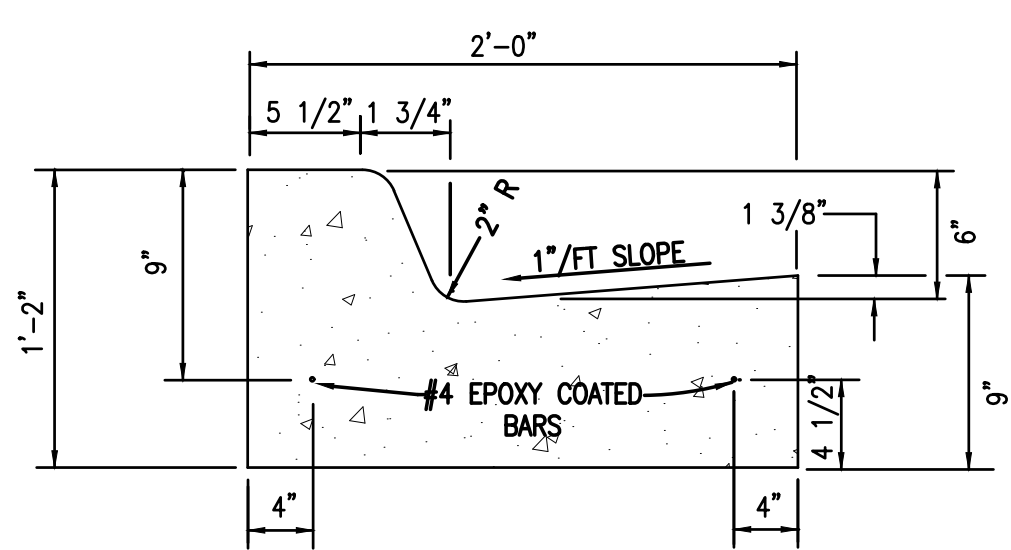
END SECTION DETAIL
 NOT TO SCALE



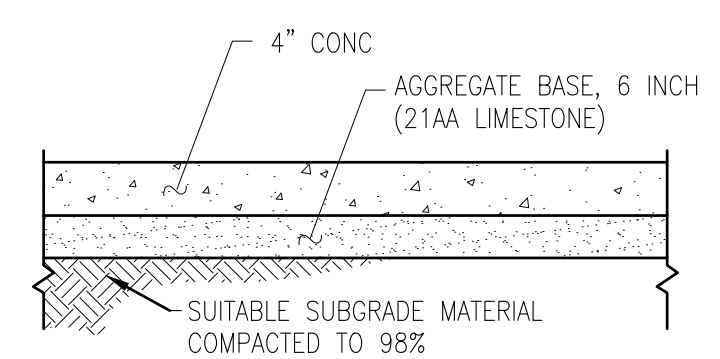
MOUNTABLE CURB, CONC, 1 INCH
 NOT TO SCALE



RAMP CROSS-SECTION,
 TRANSITION TO LOADING
 ZONE, & BUS SHELTER PAD
 NOT TO SCALE



CURB AND GUTTER, CONC, DET F-4
 NOT TO SCALE



SIDEWALK CROSS-SECTION
 NOT TO SCALE

DRAWING PATH: P:\0000_01000088\180046_Schooler_Cove_Bus_Stop\Drawings\Civil\Details\180046DET-SESSC.dwg Mar 05, 2020 - 10:08am

REVISIONS:

DATE: 08-18-2018 PROJ: 180046 ENG: JH PROJ: 180046 CADD: ES COUNTY: WASHTENAW CITY/VILLAGE/TOWNSHIP: YPSILANTI SCALE: H: NTS V: NTS HORIZ DATUM: NAD83 VERT DATUM: NAVD83

CHARTER TOWNSHIP OF YPSILANTI
 SCHOONER COVE BUS STOP IMPROVEMENTS
 DETAILS

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JOB BENCHMARK #200
SET COTTON SPINDLE IN S FACE OF WOOD LIGHT POLE
NE QUAD OF HURON RIVER DR & SCHOONER COVE BLVD
ELEV 721.07

JOB BENCHMARK #201
ARROW ON TOP OF HYDRANT
E OF SCHOONER COVER BLVD, S SIDE OF S HURON RIVER DR
ELEV 719.95

TRAVERSE POINT #100
N 260343.65
E 13334053.47 ELEV 718.58

TRAVERSE POINT #101
N 260290.85
E 13334393.24 ELEV 717.04

SOUTH HURON RIVER DRIVE (120' R.O.W.)



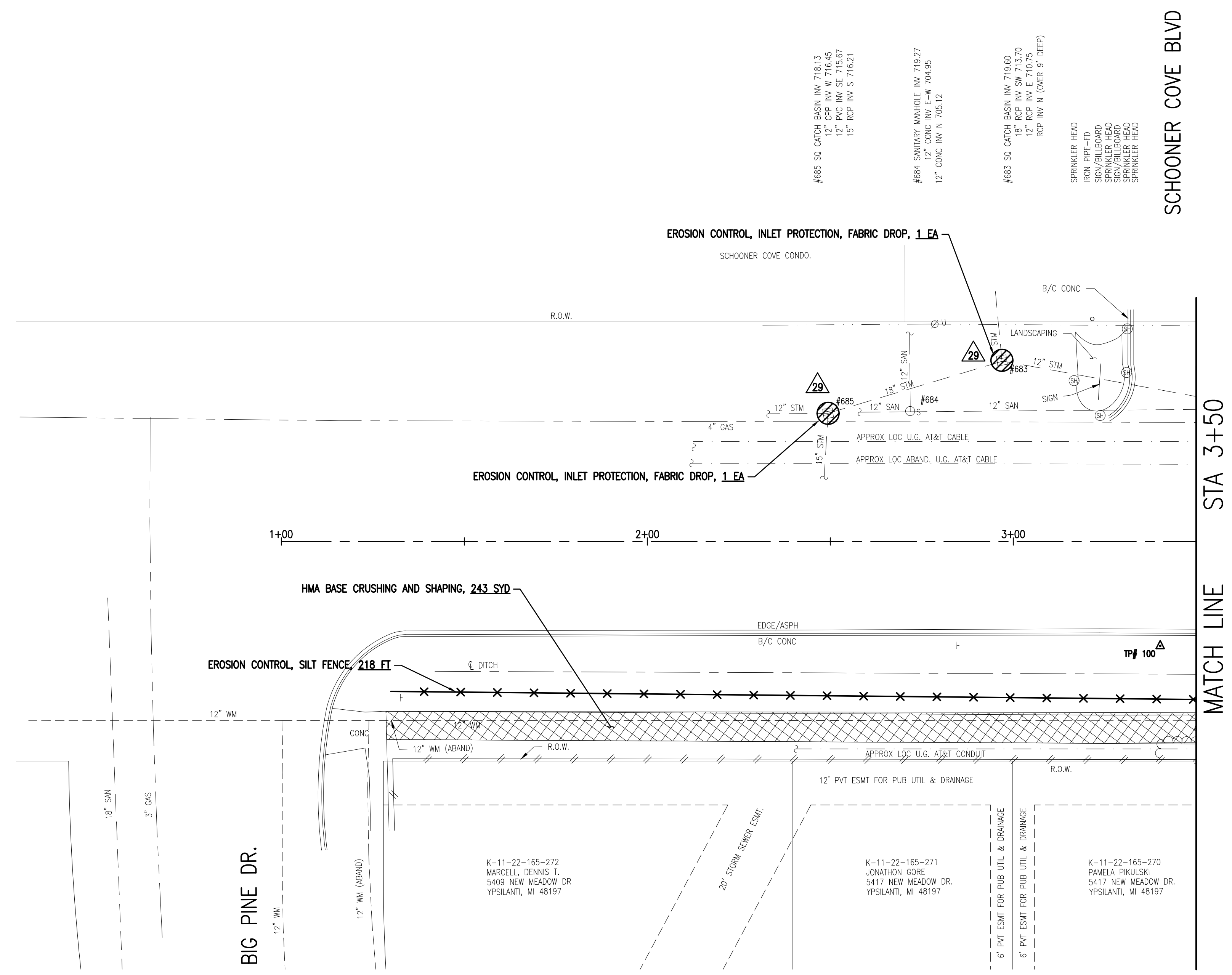
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ARCHITECTS ENGINEERS PLANNERS

34000 Plymouth Road
Livonia, MI 48150
P (734) 522-6711 | F (734) 522-6427

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QUANTITIES FOR ALL REMOVAL SHEETS: 6, 7, & 9

TOTAL	UNIT	DESCRIPTION
17	Ft	Curb and Gutter, Rem
54	Syd	Pavt. Rem
156	Syd	Pathway, Rem
50	Cyd	Subgrade Undercutting, Type II
3	Ea	Erosion Control, Inlet Protection, Fabric Drop
712	Ft	Erosion Control, Silt Fence
1	Ea	Erosion Control, Check Dam
588	Syd	HMA Base Crushing and Shaping



LEGEND

	MDOT SOIL EROSION SPEC.
	INLET FILTER
	GEOTEXTILE SILT FENCE
	CHECK DAM

NOTE: CONTRACTOR TO DISPOSE OF EXTRA HMA MATERIAL NOT NEEDED.



Know what's below.
Call before you dig.

REVISIONS:

NO.	DATE	DESCRIPTION

CHARTER TOWNSHIP OF YPSILANTI
SCHOONER COVE BUS STOP IMPROVEMENTS
REMOVAL PLAN
P.O.E. TO STA. 3+50

DRAWING PATH: P:\0000_01000008\180046_Schooner_Cove_Bus_Stop\Drawings\Civil\Removal\180046REM.dwg Mar 05, 2020 - 10:09am

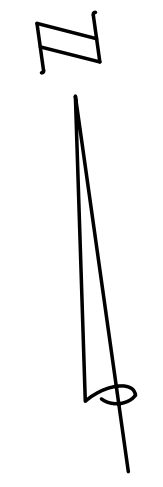
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TRAVERSE POINT #101
N 260290.85
E 13334393.24 ELEV 717.04

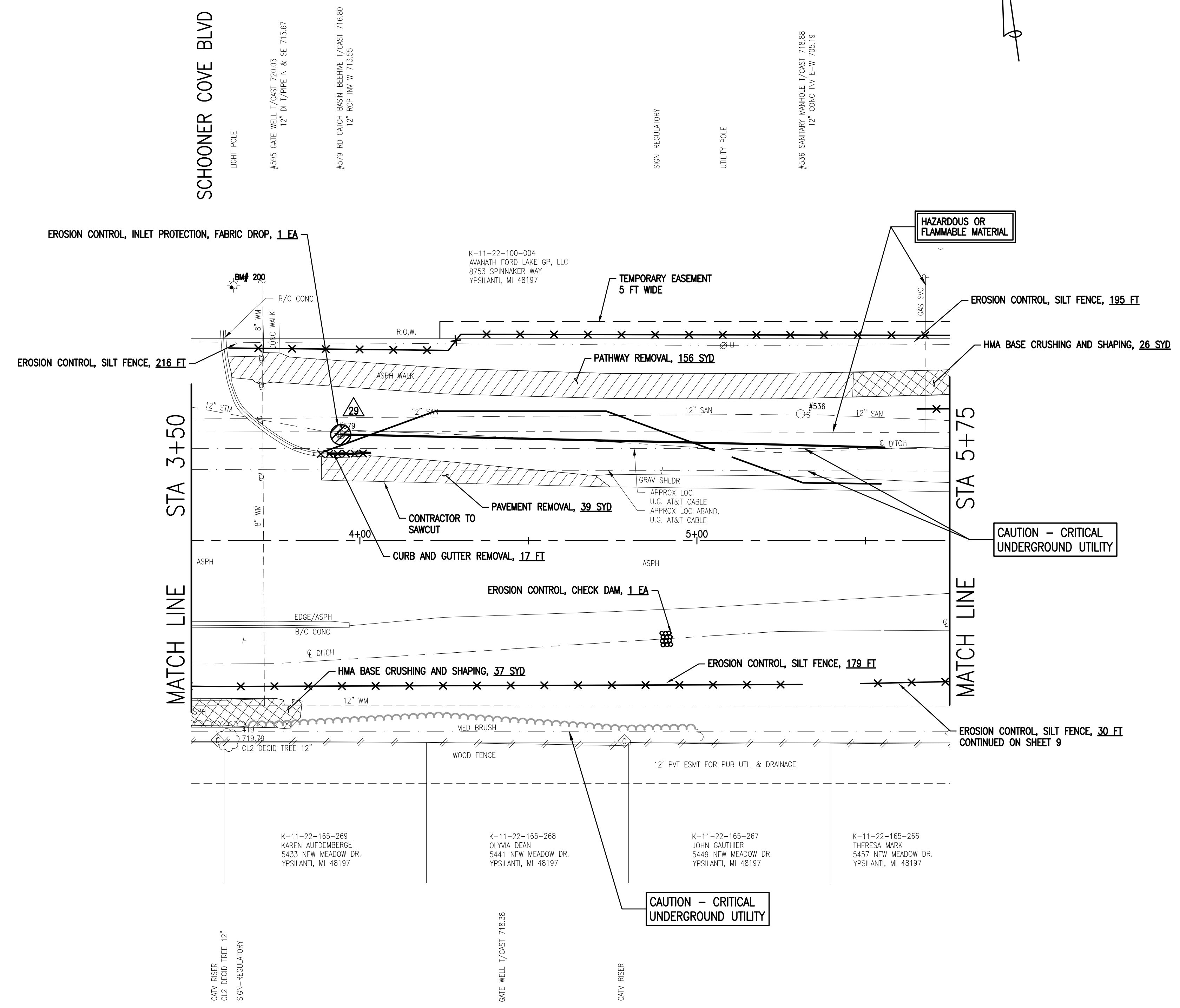
SOUTH HURON RIVER DRIVE (120' R.O.W.)



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- ### LEGEND
- MDOT SOIL EROSION SPEC.
 - INLET FILTER
 - GEOTEXTILE SILT FENCE
 - CHECK DAM

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REVISIONS:

DATE: 08-18-2020
PROJ NUMBER: 08-18-2020
PROJ INGR: ES
PROJ JHI: JHI
CITY/VILLAGE/TOWNSHIP: YPSILANTI
COUNTY: WASHTENAW
SCALE: H: 1"=20'
VERT DATUM: NAVD83
HORIZ DATUM: NAD83

CHARTER TOWNSHIP OF YPSILANTI
SCHOONER COVE BUS STOP IMPROVEMENTS
REMOVAL PLAN
STA 3+50 TO STA 5+75

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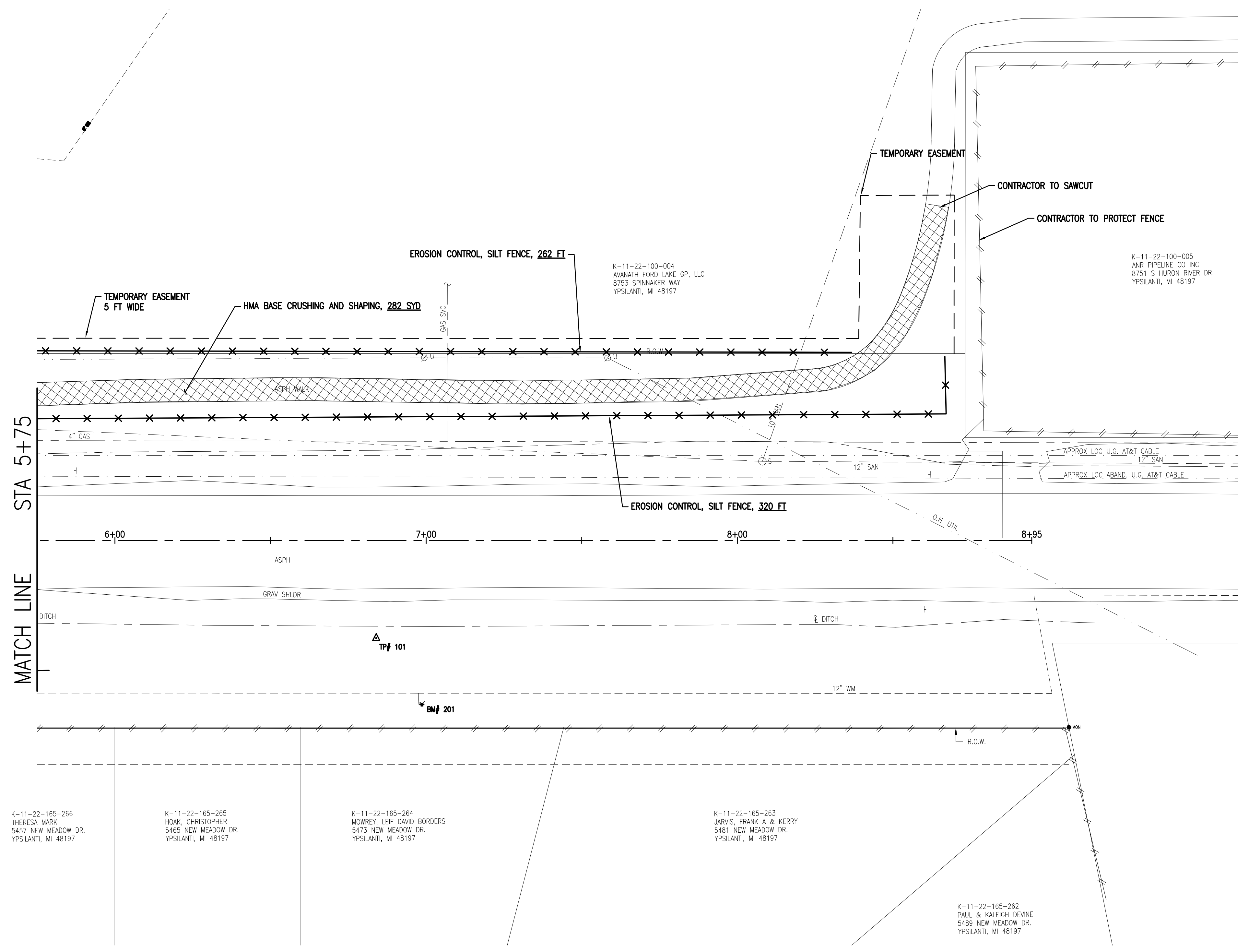
SOUTH HURON RIVER DRIVE (120' R.O.W.)



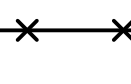



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- LEGEND**
-  MDOT SOIL EROSION SPEC.
 -  INLET FILTER
 -  GEOTEXTILE SILT FENCE
 -  CHECK DAM



Know what's below.
 Call before you dig.

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CHARTER TOWNSHIP OF YPSILANTI
 SCHOONER COVE BUS STOP IMPROVEMENTS
 REMOVAL PLAN
 STA 5+75 TO P.O.E.

DRAWING PATH: P:\0000_01000008\180046_Schooner_Cove_Bus_Stop\Drawings\Civil\Removal\180046REM.dwg Mar 05, 2020, 10:10am

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TRAVERSE POINT #100
N 260343.65
E 13334053.47 ELEV 718.58

TRAVERSE POINT #101
N 260290.85
E 13334393.24 ELEV 717.04

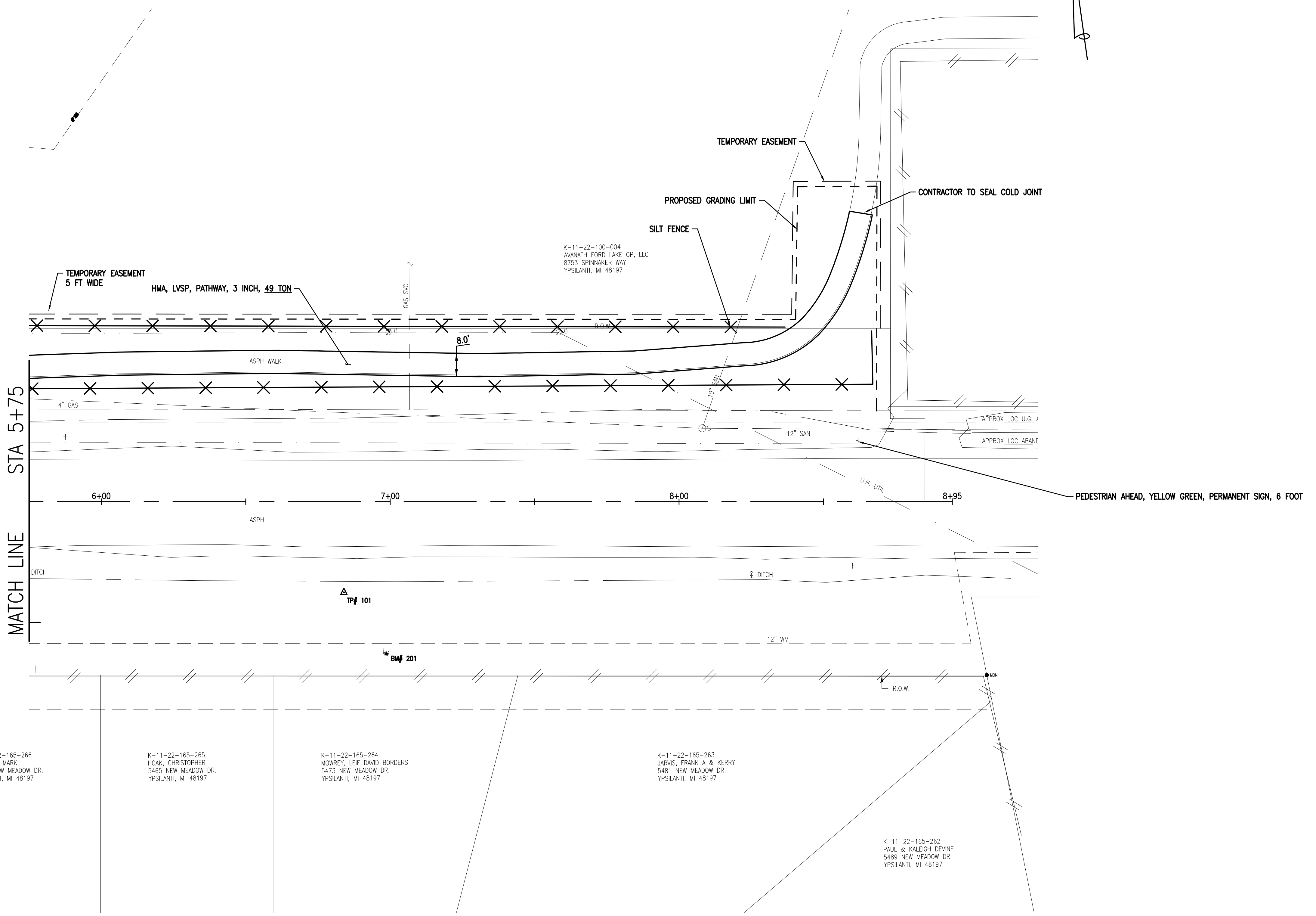
SOUTH HURON RIVER DRIVE (120' R.O.W.)




OHM
ARCHITECTS ENGINEERS PLANNERS

34000 Plymouth Road
Livonia, MI 48150
P (734) 522-6711 | F (734) 522-6427

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DRAWING PATH: P:\0000_01000098180046_Schooler_Cove_Bus_Stop\Drawings\Civil\Plans_Constr\180046CON.dwg Mar 05, 2020 - 10:18am

REVISIONS:

DATE	PRO NUMBER	ENG	PRO INGR	CADD	COUNTY	CITY/VILLAGE/TOWNSHIP	SCALE	HORIZ DATUM	VERT DATUM
	008-18-040	ES	JH	ES	WASHTENAW	YPSILANTI	1"=20'	NAD83	NAVD83

CHARTER TOWNSHIP OF YPSILANTI
SCHOONER COVE BUS STOP IMPROVEMENTS
CONSTRUCTION PLAN
STA 5+75 TO P.O.E.



Know what's below.
Call before you dig.

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JOB BENCHMARK #200
SET COTTON SPINDLE IN S FACE OF WOOD LIGHT POLE
NE QUAD OF HURON RIVER DR & SCHOONER COVE BLVD
ELEV 721.07

JOB BENCHMARK #201
ARROW ON TOP OF HYDRANT
E OF SCHOONER COVER BLVD, S SIDE OF S HURON RIVER DR
ELEV 719.95

TRAVERSE POINT #100
N 260343.65
E 13334053.47 ELEV 718.58

TRAVERSE POINT #101
N 260290.85
E 13334393.24 ELEV 717.04

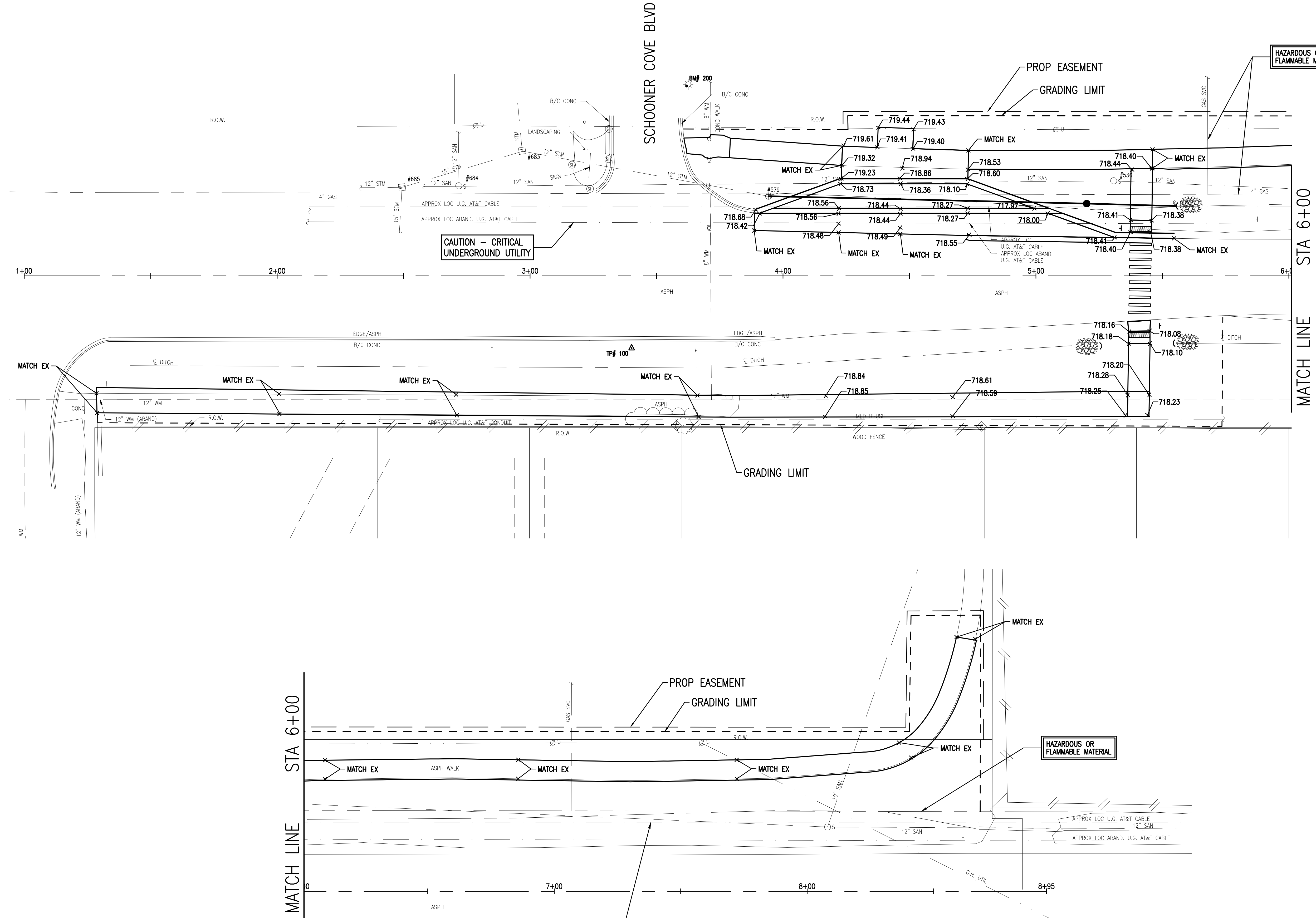
SOUTH HURON RIVER DRIVE (120' R.O.W.)



OHM
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34000 Plymouth Road
Livonia, MI 48150
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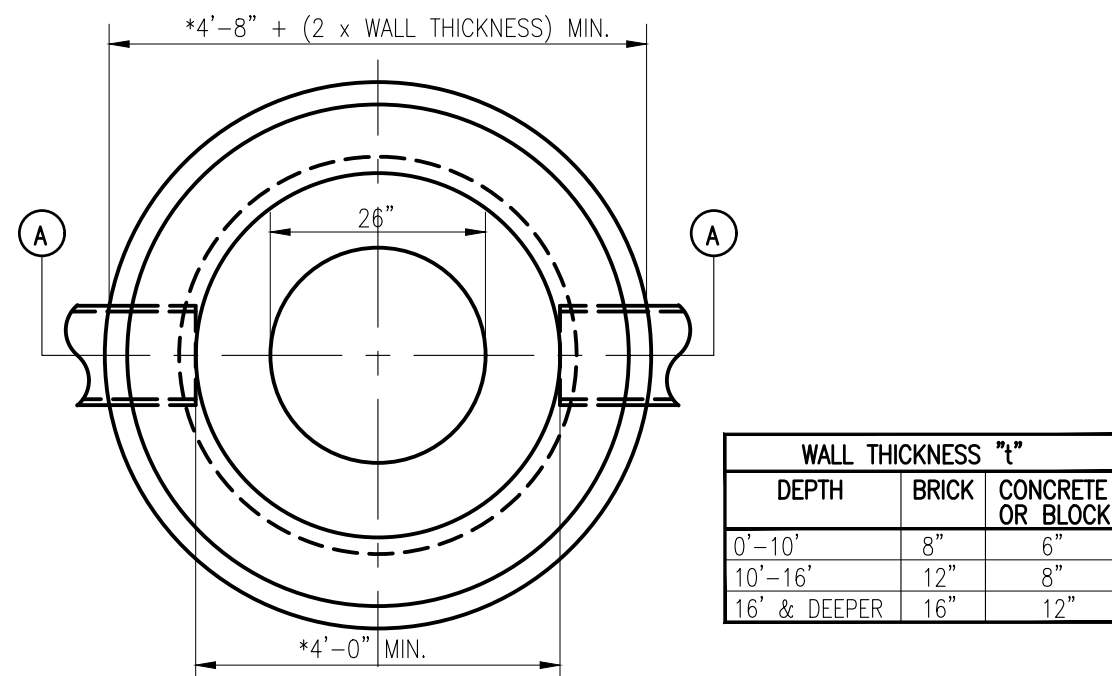
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DATE	PROJ NUMBER	ENG	PROJ MGR	CADD	COUNTY	CITY/VILLAGE/TOWNSHIP	SCALE	HORIZ DATUM	VERT DATUM
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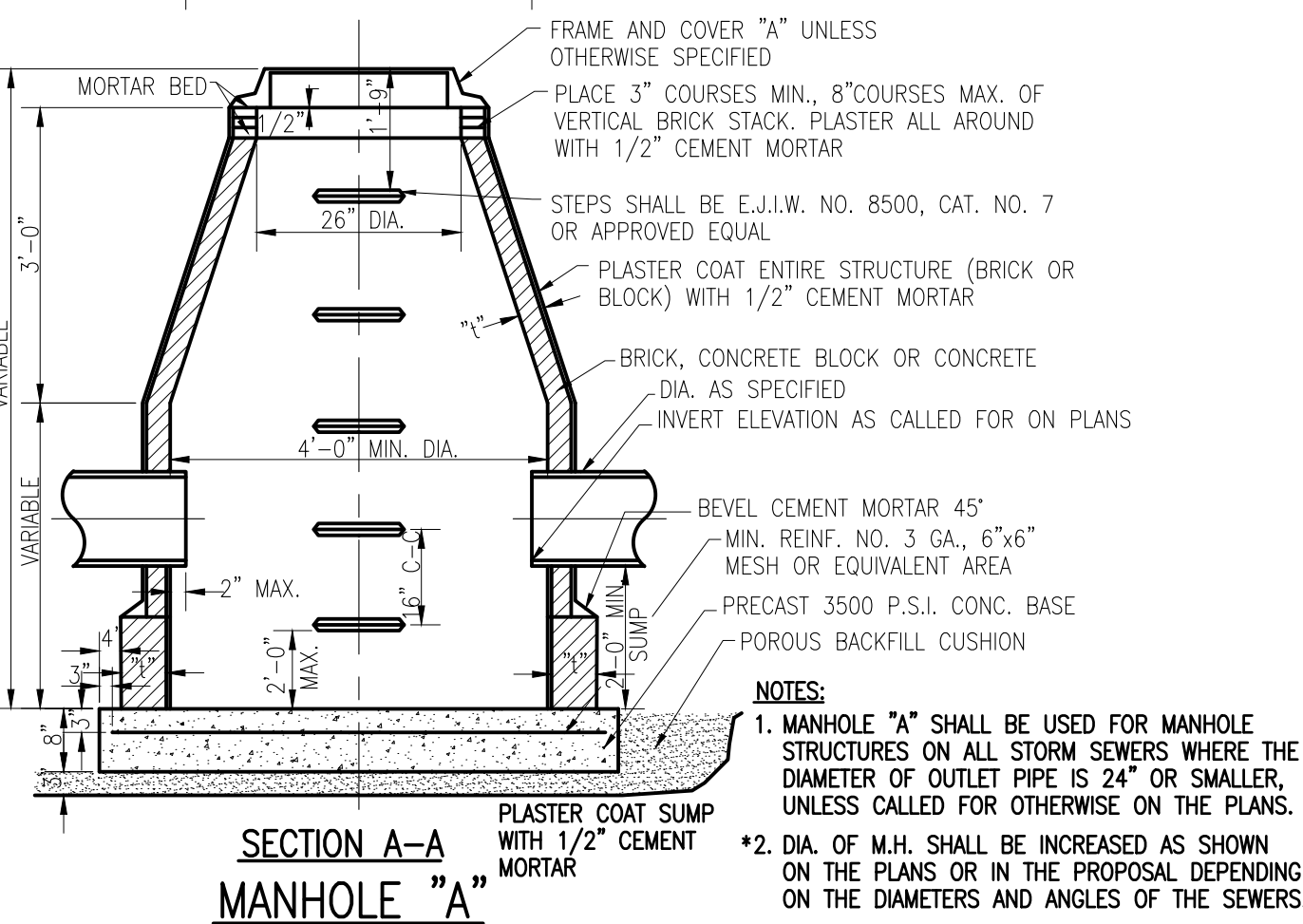
CHARTER TOWNSHIP OF YPSILANTI
SCHOONER COVE BUS STOP IMPROVEMENTS
DETAILED GRADES

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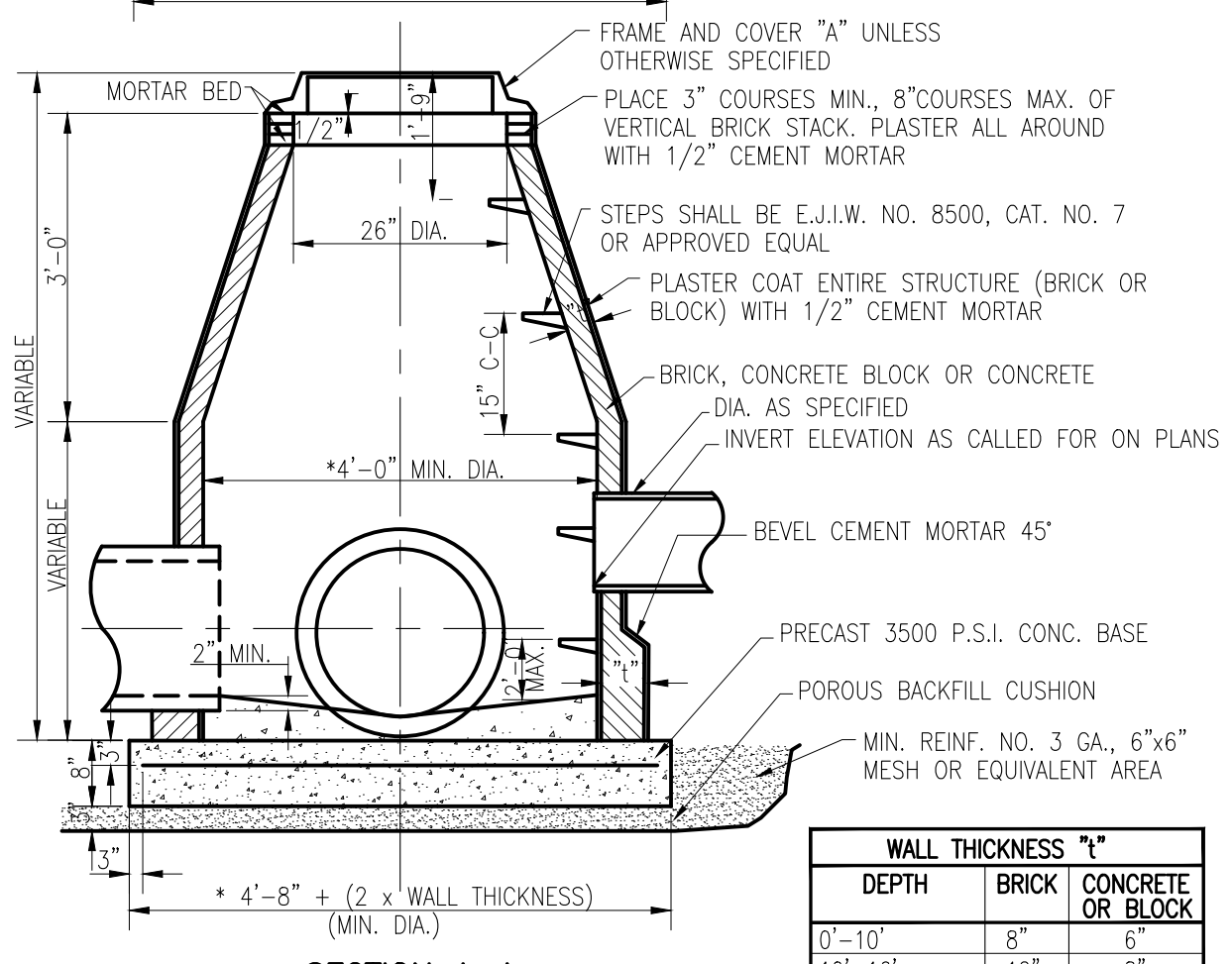
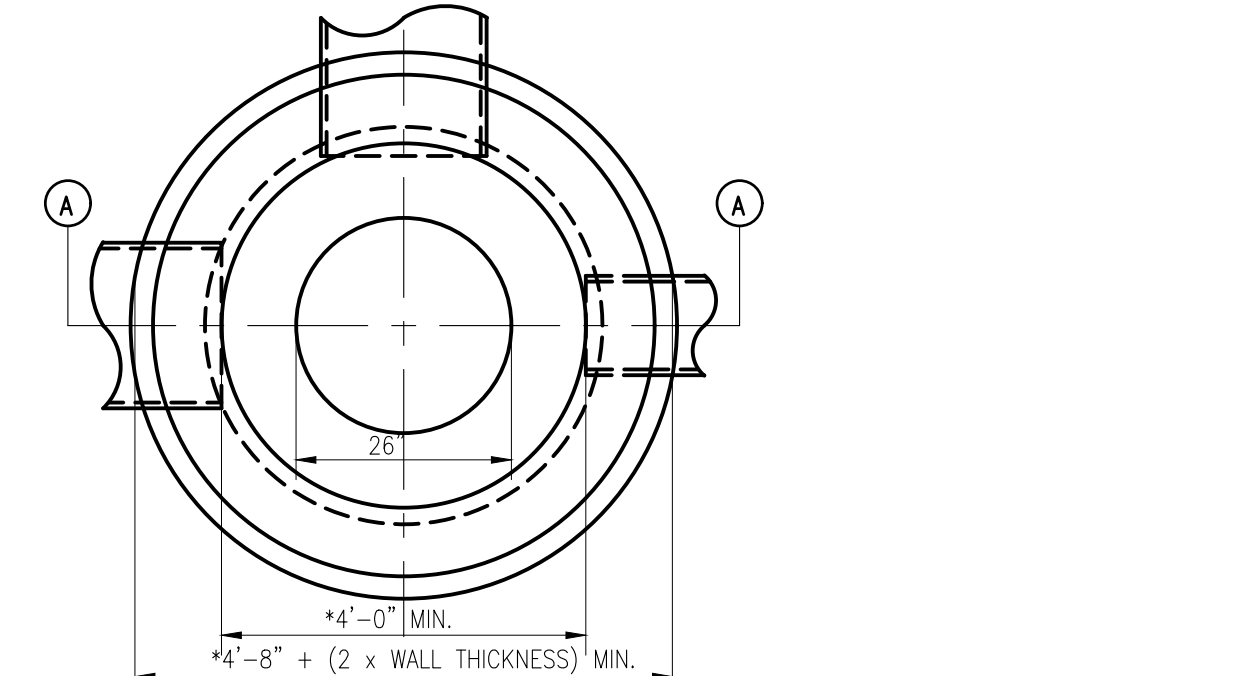
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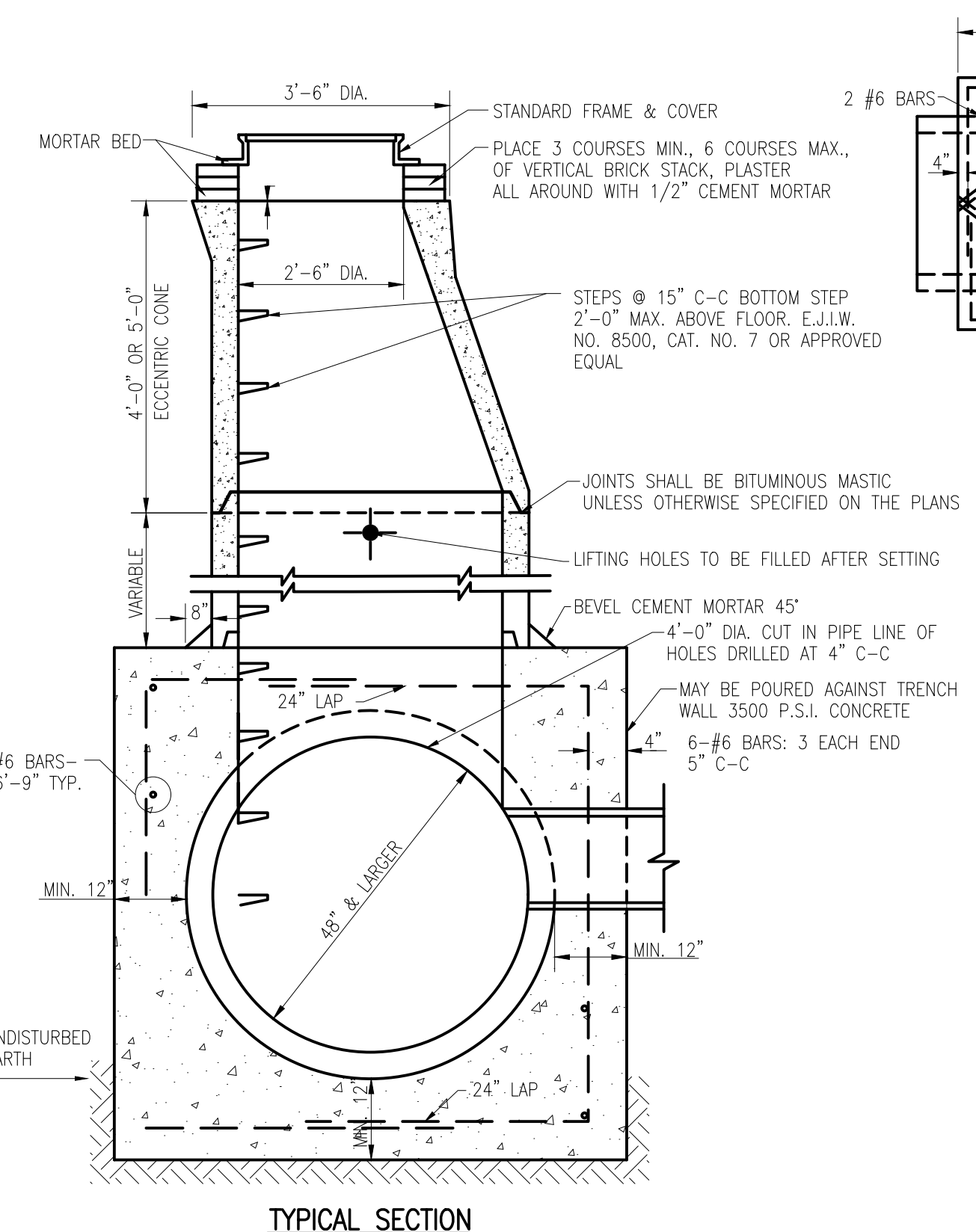
DEPTH	WALL THICKNESS "t"	
	BRICK	CONCRETE OR BLOCK
0'-10"	8"	6"
10'-16"	12"	8"
16' & DEEPER	16"	12"



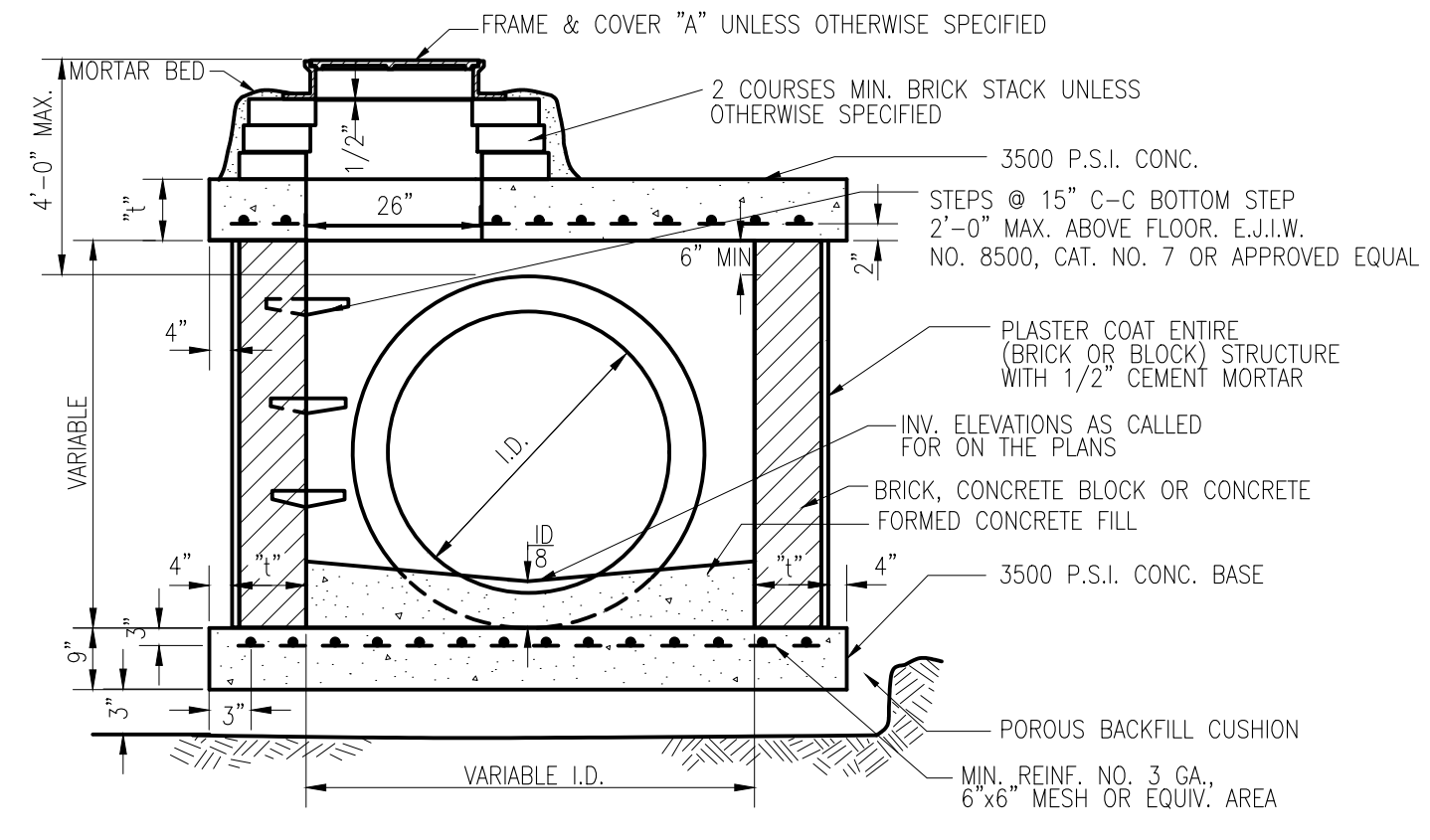
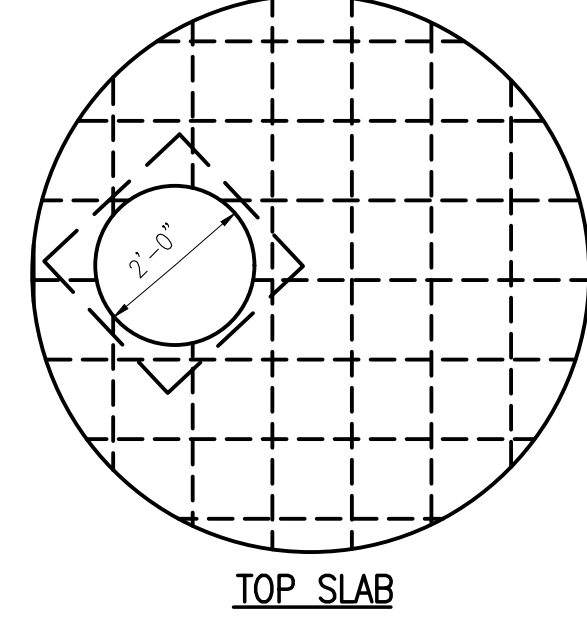
- NOTES:**
- MANHOLE "A" SHALL BE USED FOR MANHOLE STRUCTURES ON ALL STORM SEWERS WHERE THE DIAMETER OF OUTLET PIPE IS 24" OR SMALLER, UNLESS CALLED FOR OTHERWISE ON THE PLANS.
 - DIA. OF M.H. SHALL BE INCREASED AS SHOWN ON THE PLANS OR IN THE PROPOSAL DEPENDING ON THE DIAMETERS AND ANGLES OF THE SEWERS.



- NOTES:**
- MANHOLE "B" SHALL BE USED FOR MANHOLE STRUCTURES ON ALL STORM SEWERS WHERE THE DIAMETER OF OUTLET PIPE IS 24" OR SMALLER, UNLESS CALLED FOR OTHERWISE ON THE PLANS.
 - DIA. OF M.H. SHALL BE INCREASED AS SHOWN ON THE PLANS OR IN THE PROPOSAL DEPENDING ON THE DIAMETERS AND ANGLES OF THE SEWERS.

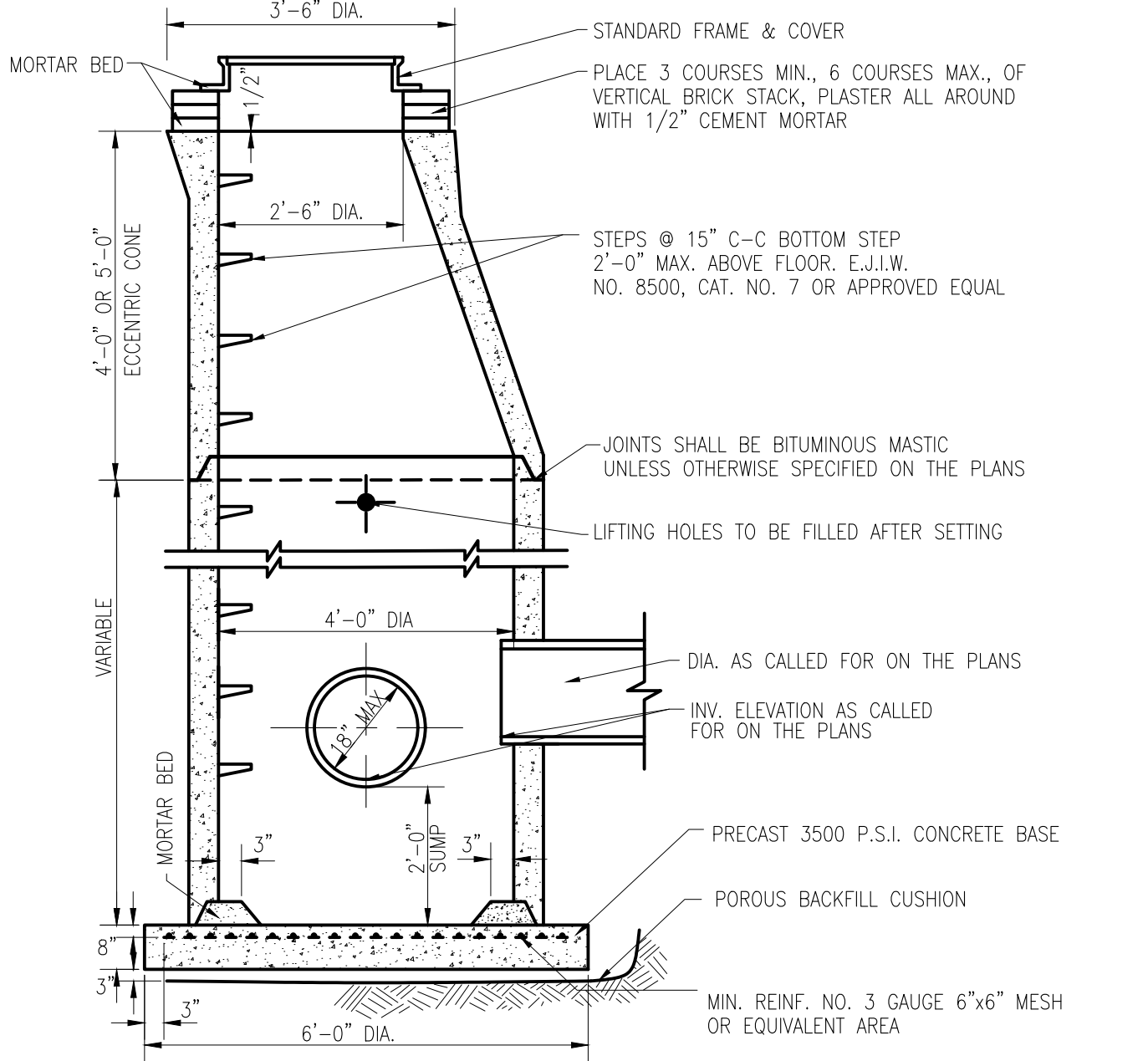


- NOTES:**
- MANHOLE "C" SHALL BE USED FOR MANHOLE STRUCTURES ON ALL STORM SEWERS WHERE 48" OR LARGER DIA. PIPES INTERSECT.
 - PRECAST UNITS SHALL MEET THE REQUIREMENTS SPECIFIED BY A.S.T.M. C-478-68.

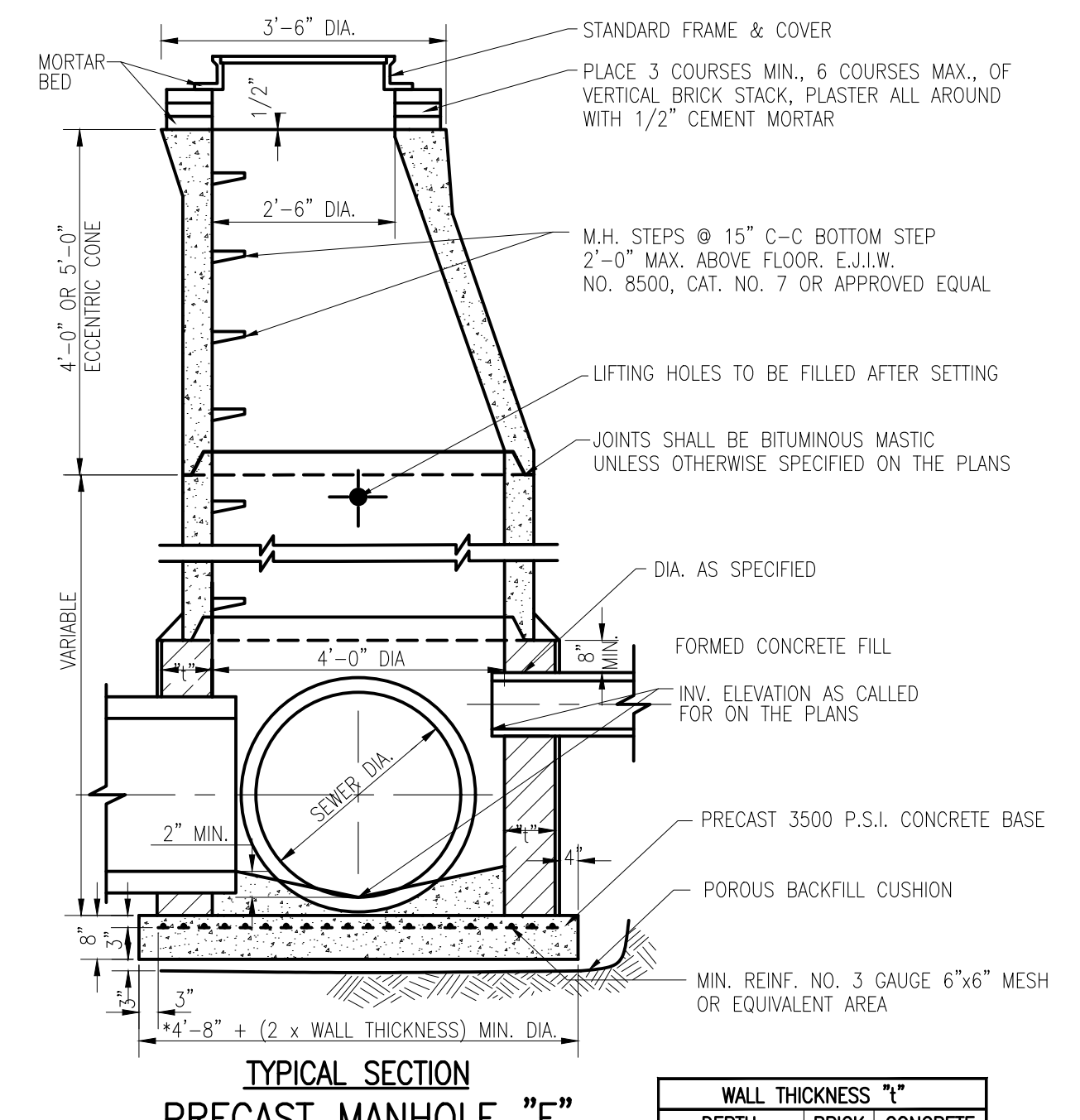


OUTLET I.D.	M.H. D	TOP SLAB "T"	WALLS "t"	REINFORCING STEEL (SLAB)
24" OR LESS	4'-0"	9"	8"	3/4" @ 9" EACH WAY
30"	4'-0"	9"	8"	3/4" @ 9" EACH WAY
36"	4'-0"	9"	12"	3/4" @ 9" EACH WAY
42"	4'-0"	10"	12"	3/4" @ 9" EACH WAY
48"	4'-0"	11"	12"	7/8" @ 9" EACH WAY
54"	4'-0"	11"	12"	7/8" @ 9" EACH WAY

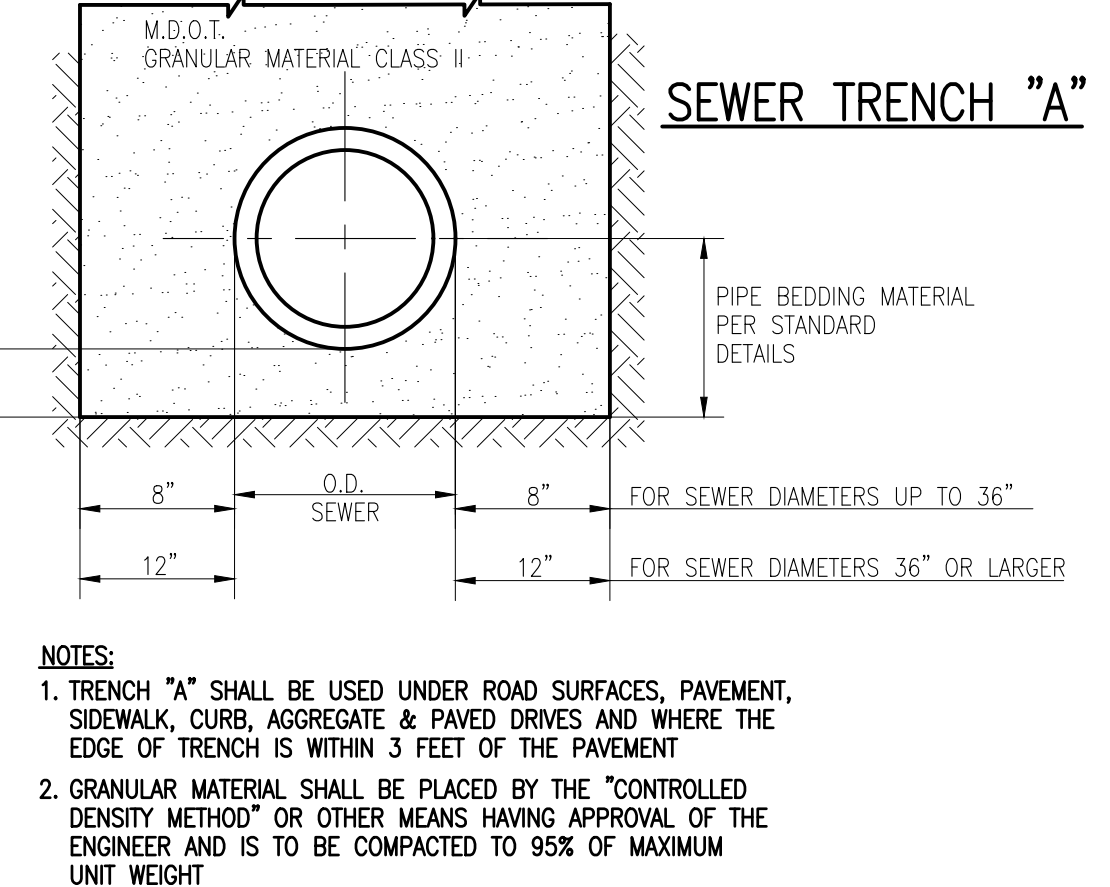
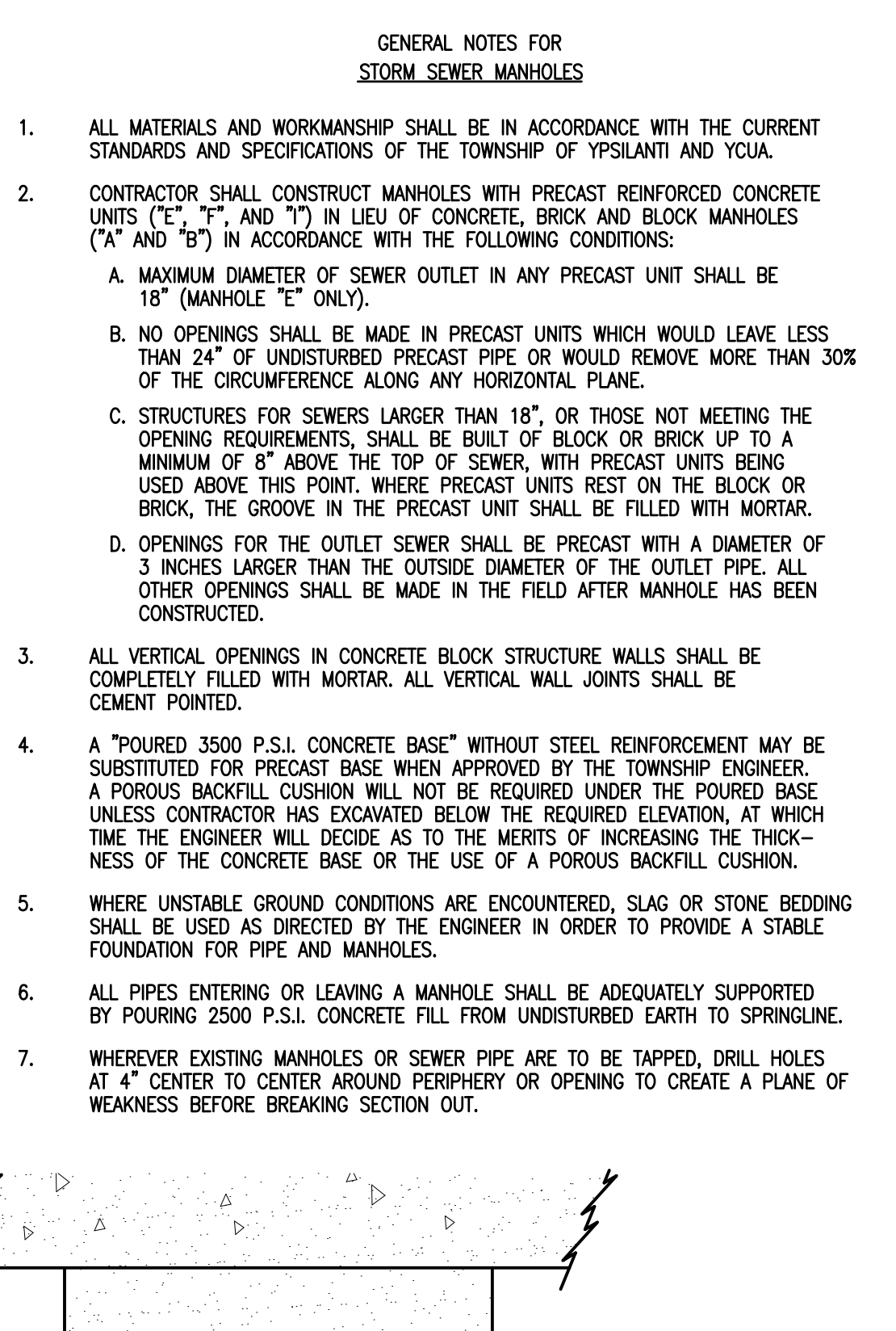
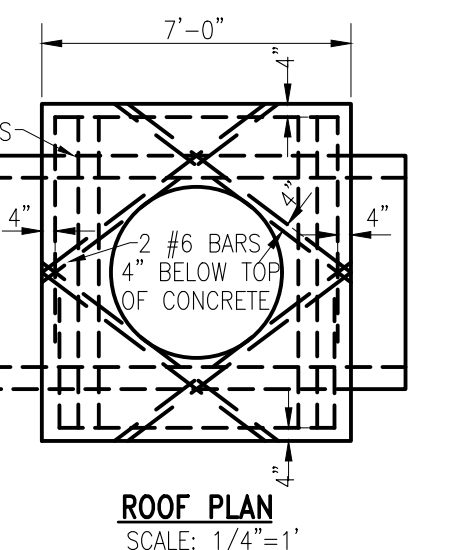
- NOTES:**
- DIA. SHALL BE INCREASED AS SHOWN ON PLANS OR IN THE PROPOSAL DEPENDING ON THE ANGLE OF THE SEWERS.
 - M.H. "D" SHALL BE USED WHERE THE DEPTH OF COVER FROM THE TOP OF CASTING TO THE TOP OF SEWER IS LESS THAN 4'-0". M.H. "D" SHALL BE CONSTRUCTED WITH A 2' SUMP WHERE DIAMETER OF OUTLET SEWER IS 24" OR LESS.



- NOTES:**
- THIS MANHOLE SHALL BE USED ONLY WHEN MEETING CONDITIONS STATED IN THE "GENERAL MANHOLE NOTES", ITEM NO. 2A
 - PRECAST UNITS SHALL MEET THE REQUIREMENTS SPECIFIED BY A.S.T.M. C-478-68.



- NOTES:**
- THIS MANHOLE SHALL BE USED ONLY WHEN MEETING CONDITIONS STATED IN THE "GENERAL MANHOLE NOTES", ITEM NO. 2A
 - PRECAST UNITS SHALL MEET REQUIREMENTS SPECIFIED BY A.S.T.M. C-478-68.
 - DIAMETER OF MANHOLE SHALL BE INCREASED AS SHOWN ON PLANS OR IN THE PROPOSAL, DEPENDING ON THE DIAMETERS AND ANGLES OF THE SEWERS.



- NOTES:**
- SUITABLE EXCAVATED BACKFILL MATERIAL SHALL BE PLACED IN ONE FOOT LAYERS AND COMPACTED BY MECHANICAL TAMPING OR OTHER EFFECTIVE MEANS HAVING APPROVAL OF THE ENGINEER, TO A DENSITY EQUIVALENT TO THE UNDISTURBED ADJACENT SOIL.
 - TRENCH "B" SHALL BE USED UNDER CONDITIONS OTHER THAN SPECIFIED FOR TRENCH "A"

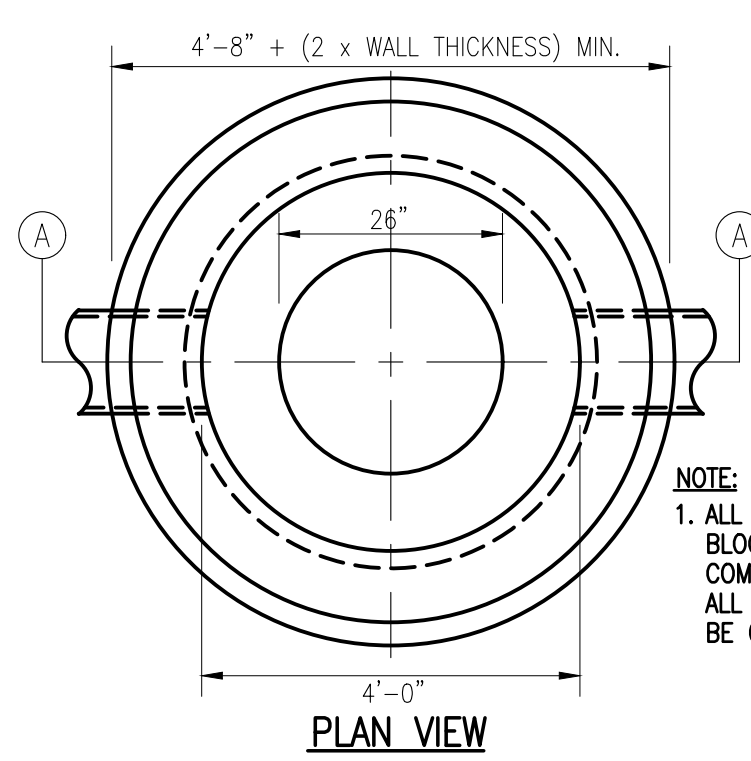
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REVISIONS: 1 11/15/18 NAD/DB

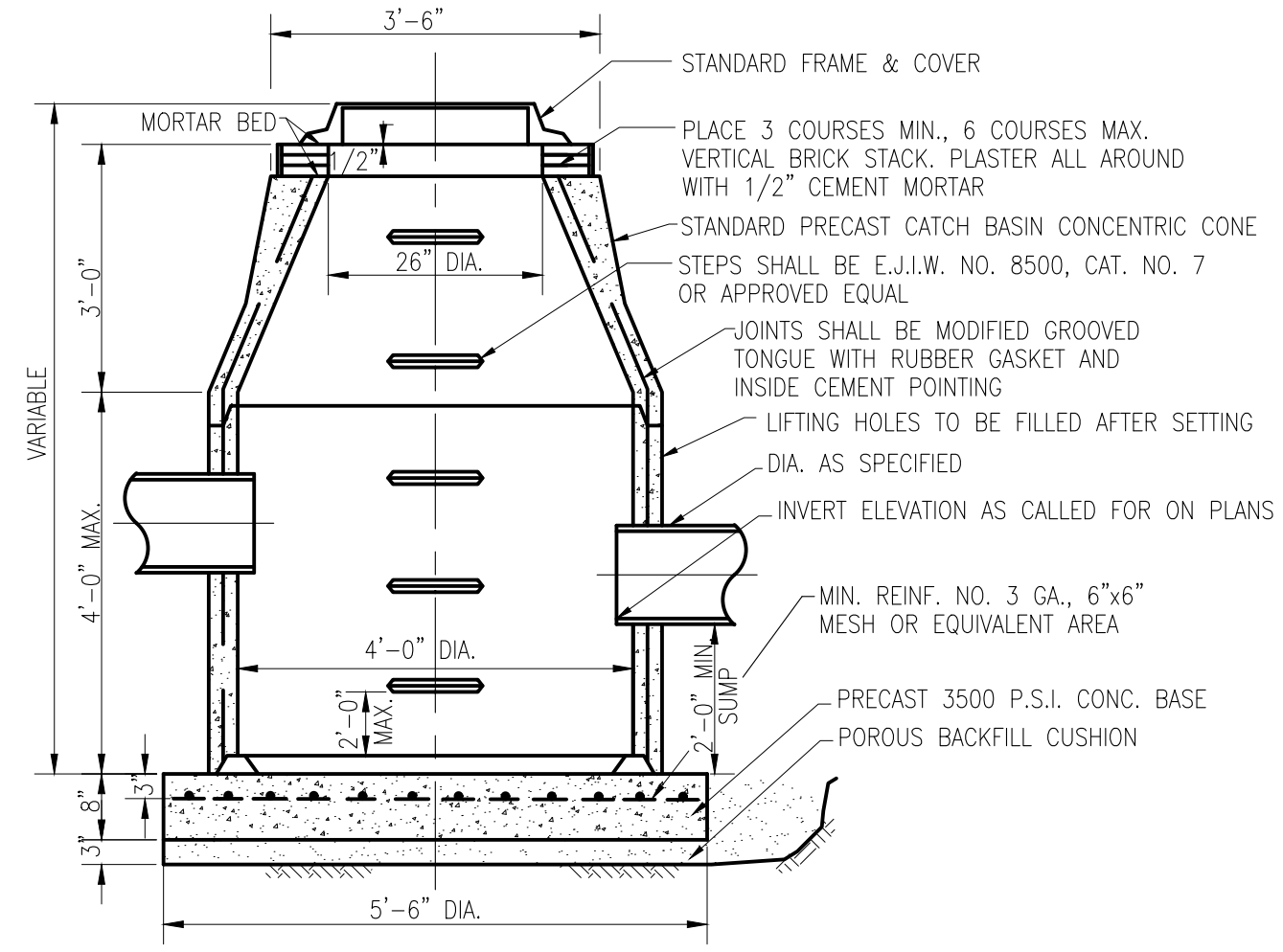
CITY/VILLAGE/TOWNSHIP: YPSILANTI
COUNTY: WASHTENAW
CADD: ES
PROJ. INGR: JH
PROJ. NUMBER: 008-18-040
DATE: 03/05/2020
SHEET: 12 OF 14

CHARTER TOWNSHIP OF YPSILANTI
SCHOONER COVE BUS STOP IMPROVEMENTS
DETAILS

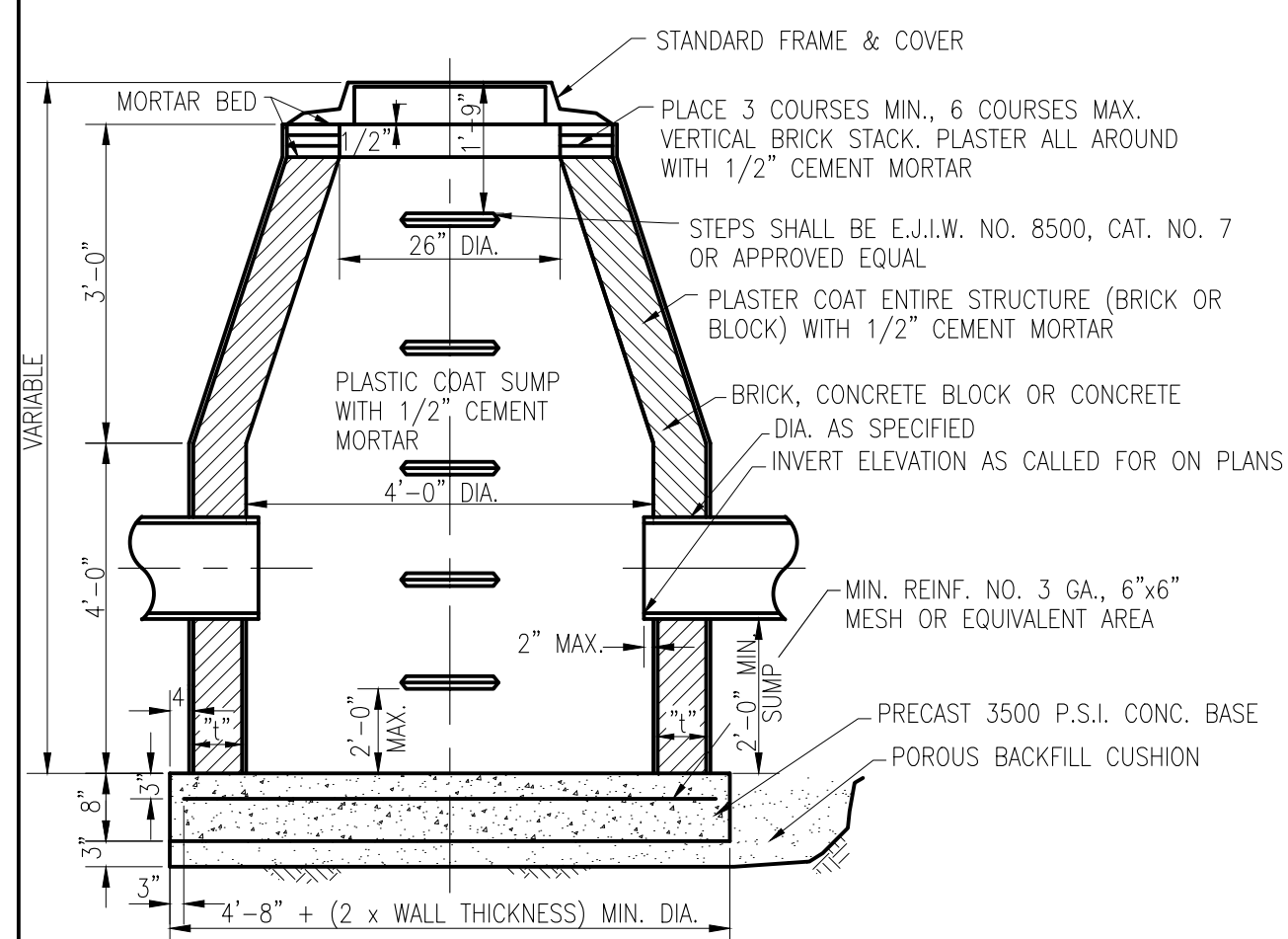
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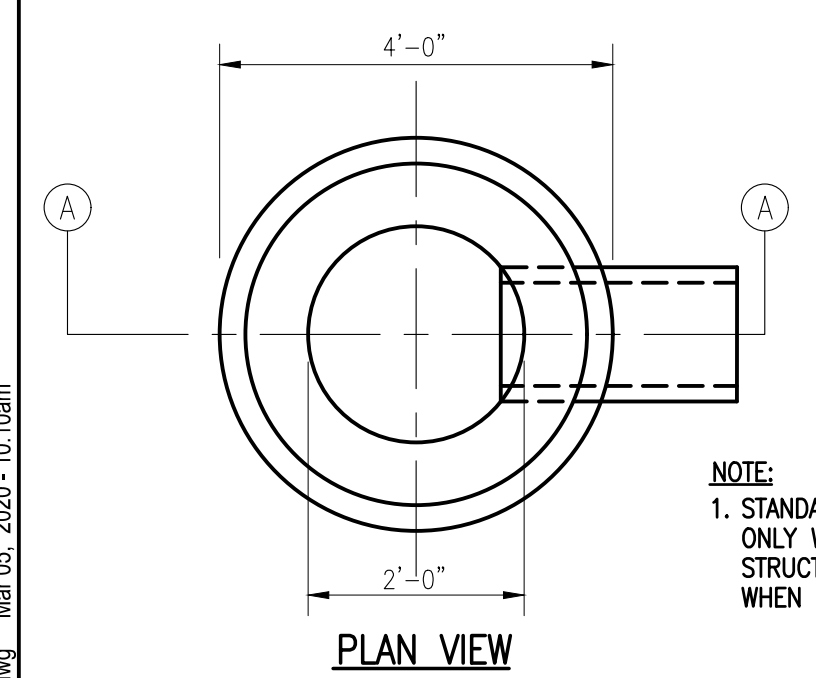
NOTE:
1. ALL VERTICAL HOLES IN CONCRETE BLOCK STRUCTURE WALL SHALL BE COMPLETELY FILLED WITH MORTAR. ALL VERTICAL WALL JOINTS SHALL BE CEMENT POINTED.



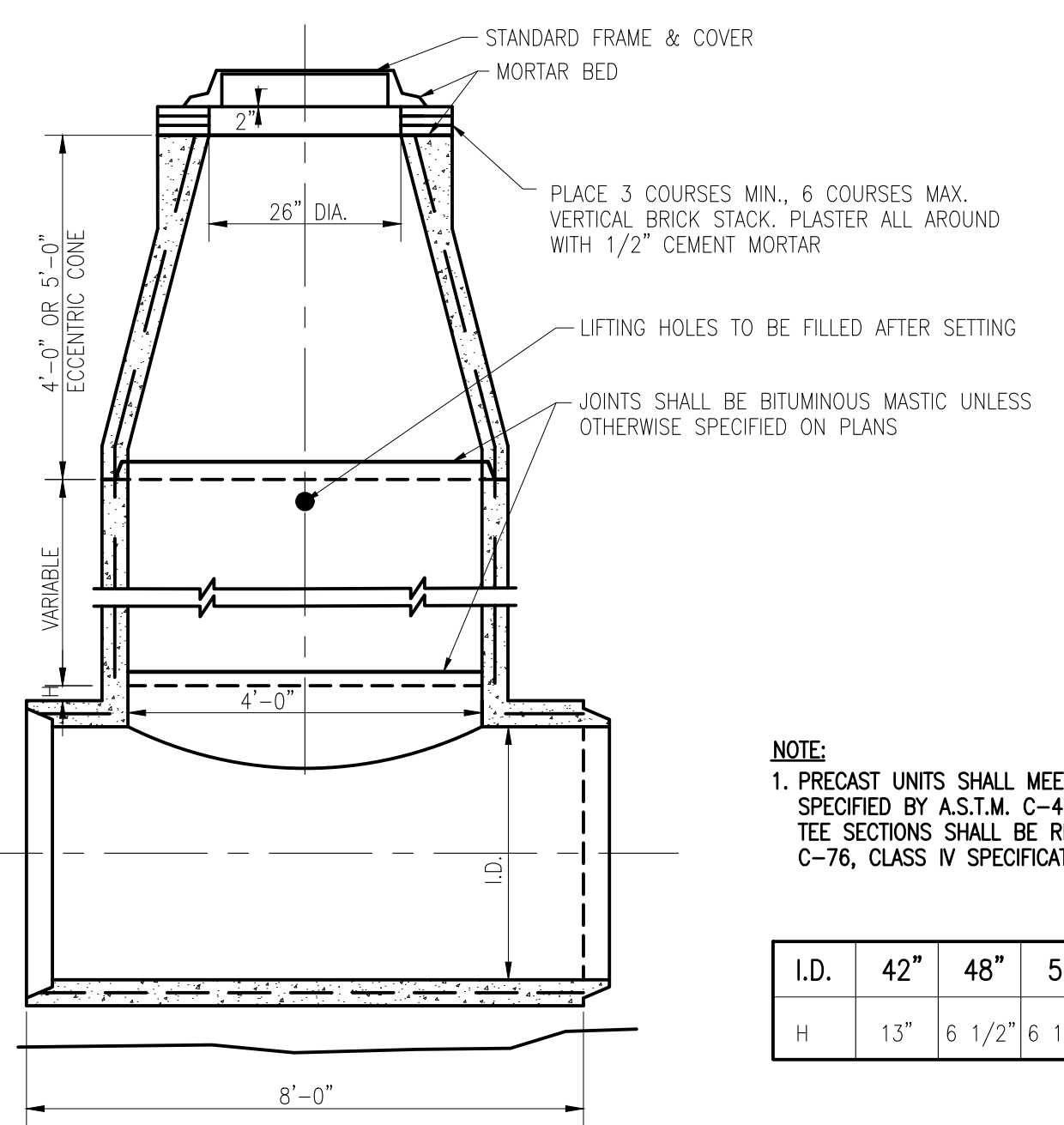
CROSS-SECTION CATCH BASIN "B"



SECTION A-A CATCH BASIN "A"



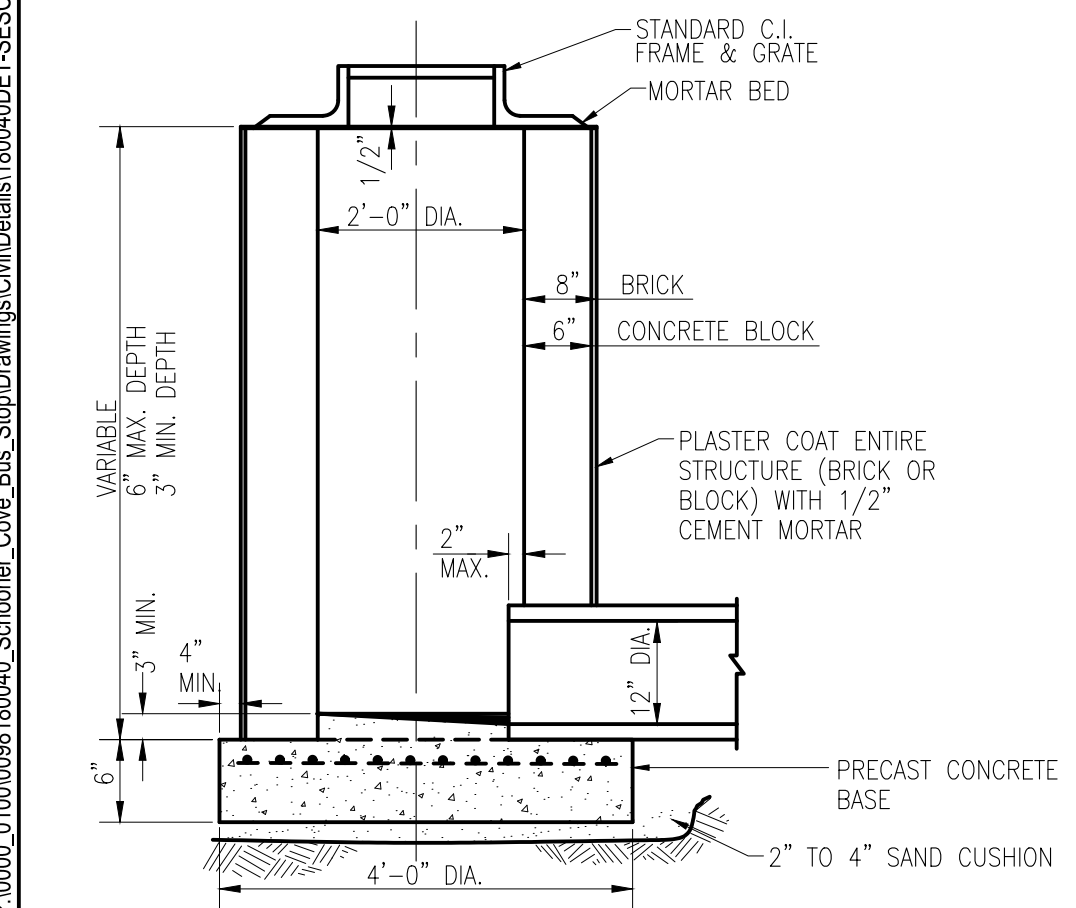
NOTE:
1. STANDARD INLET WILL BE USED ONLY WHEN OUTLETING TO A STRUCTURE HAVING A SUMP OR WHEN OUTLETING TO A DITCH



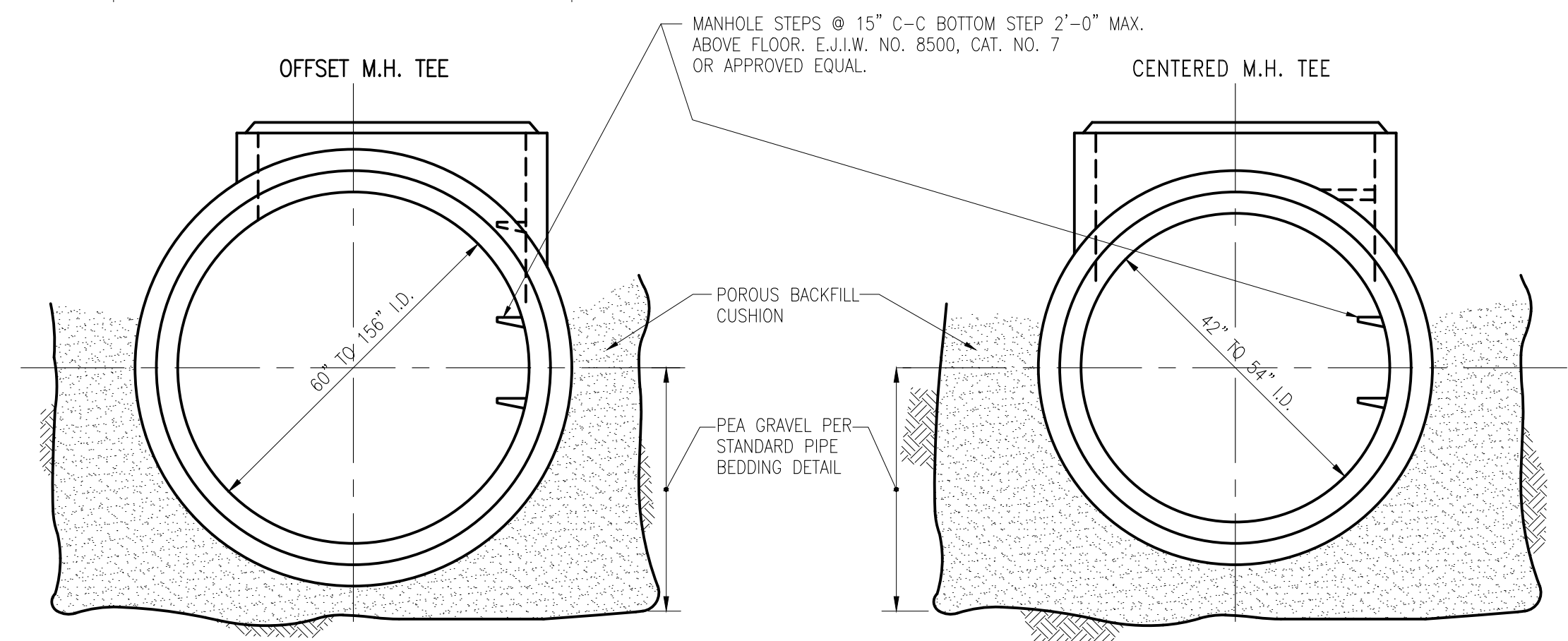
PRECAST MANHOLE "T"

NOTE:
1. PRECAST UNITS SHALL MEET THE REQUIREMENTS SPECIFIED BY A.S.T.M. C-478-68. ALL MANHOLE TEE SECTIONS SHALL BE REINFORCED TO A.S.T.M. C-76, CLASS IV SPECIFICATIONS

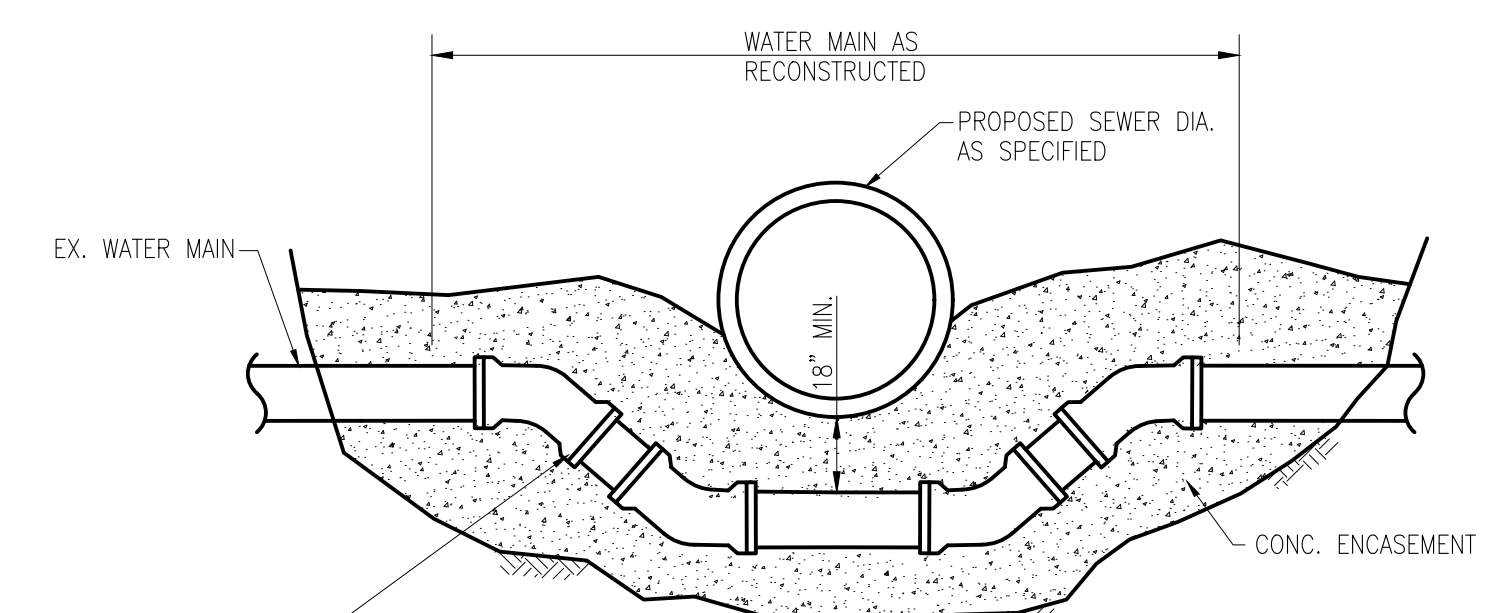
		H DIMENSION								
I.D.	H	42"	48"	54"	60"	66"	72"	78"	84"	OVER 84"
	H	13"	6 1/2"	6 1/2"	1"	1 3/4"	2 1/2"	4"	6"	7"



SECTION A-A STANDARD INLET

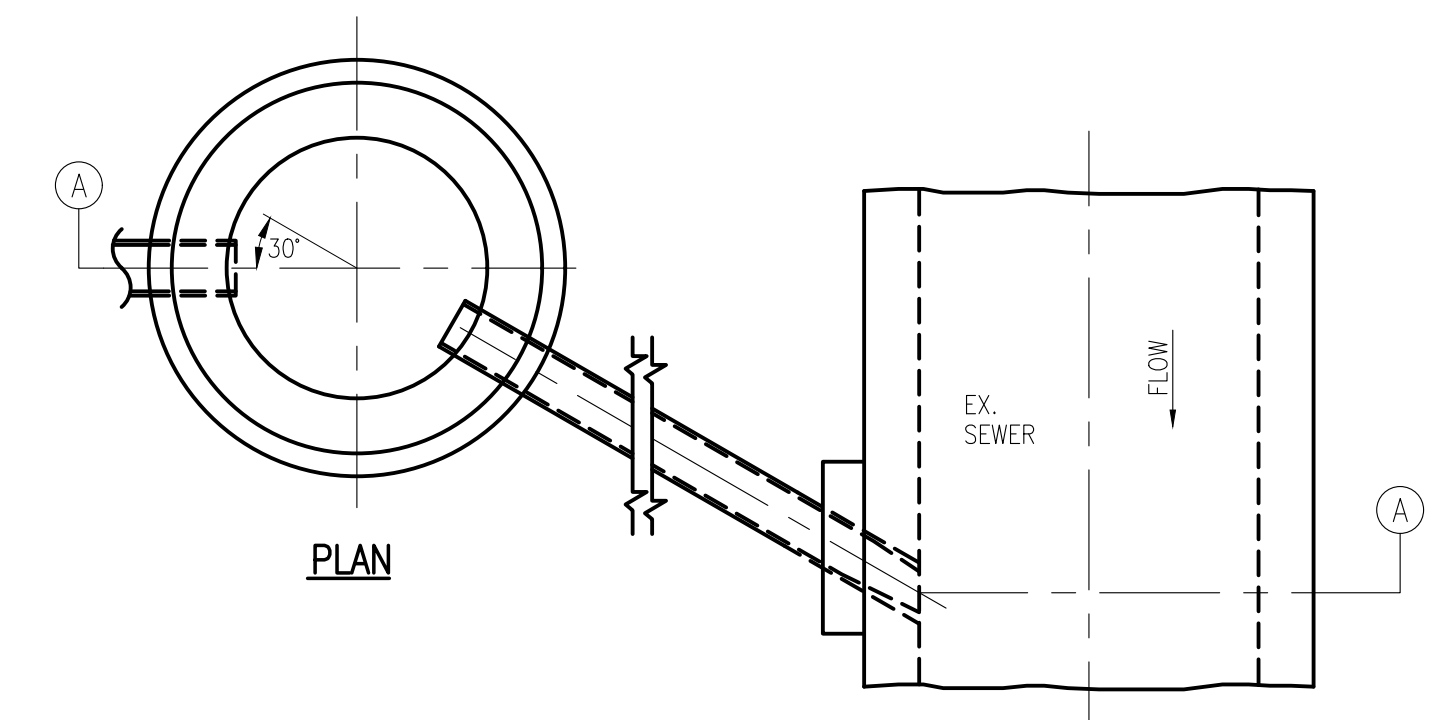


PRECAST MANHOLE "T"



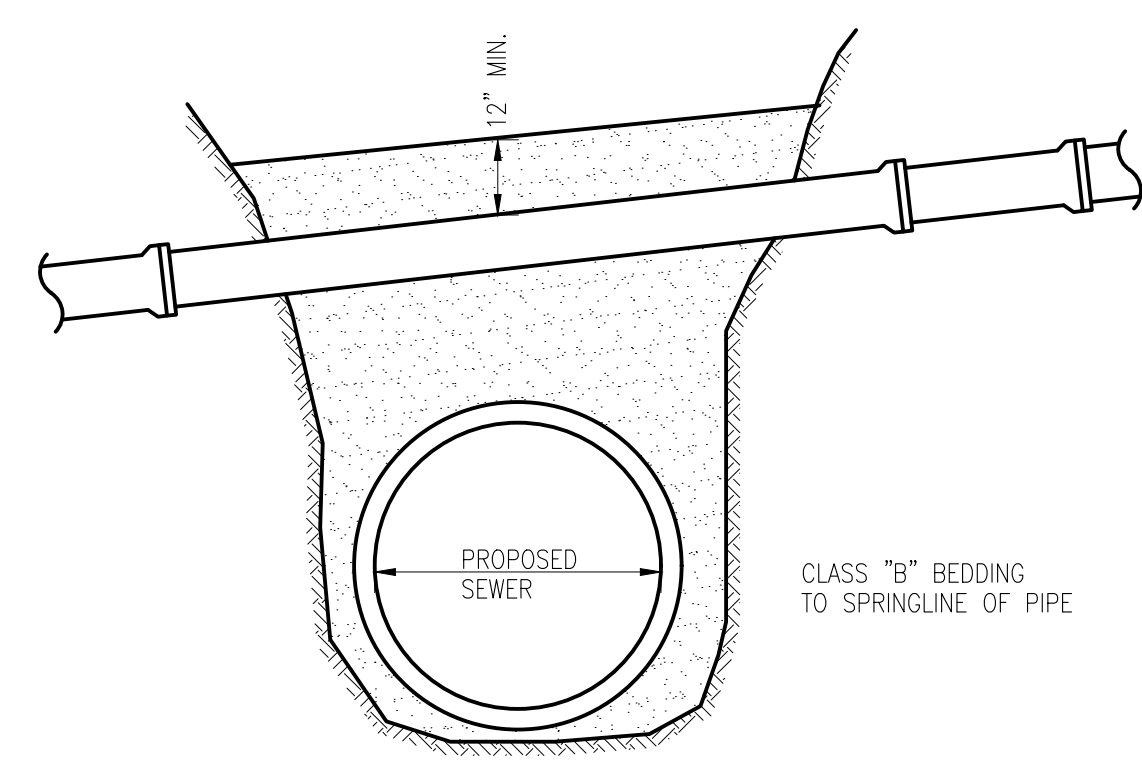
WATER MAIN CROSSING

NOTE:
ALL JOINTS TO BE PUSH-ON JOINTS RESTRAINED WITH FIELD-LOK GASKET OR APPROVED EQUAL



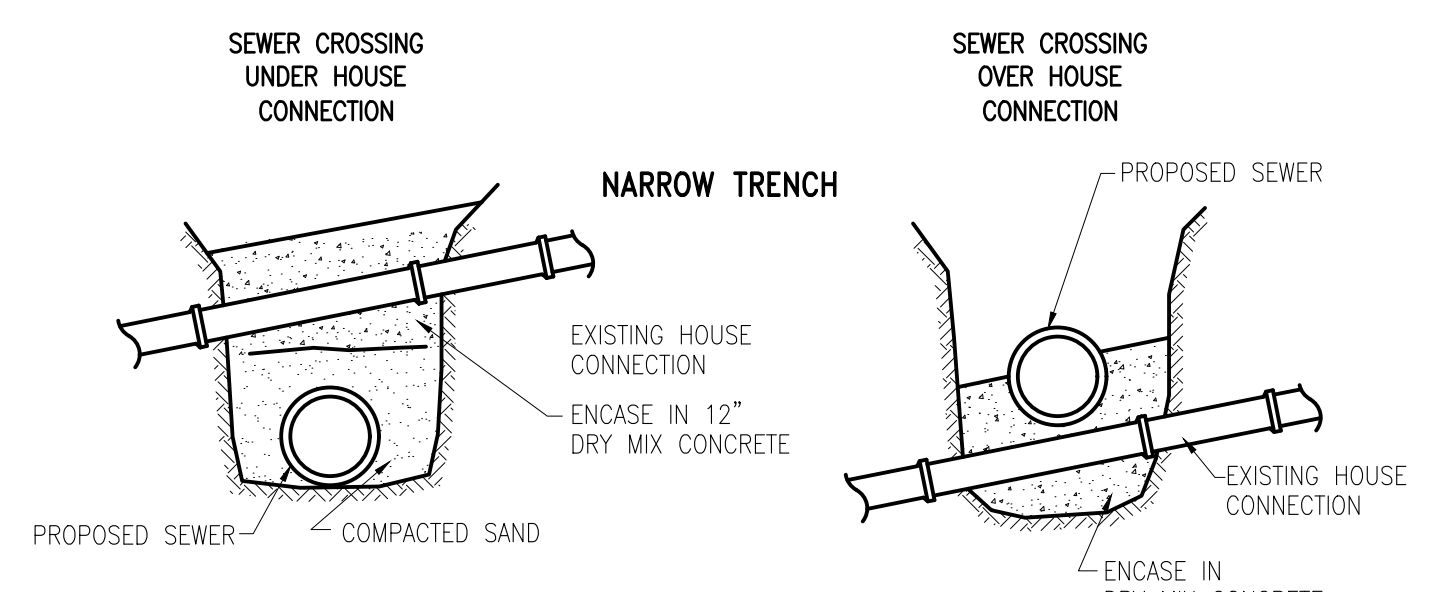
SECTION A-A TYPICAL CONNECTIONS TO EXISTING SEWERS

NOTE:
POUR 2500 P.S.I. CONC. FROM UNDISTURBED GROUND TO SPRINGLINE
8" BRICK COLLAR WITH 1/2" THICK MORTAR PLASTER COAT
TRIM CONNECTION FLUSH WITH INSIDE FACE & CEMENT POINTING
CAULK WITH APPROVED NON-SHRINK MORTAR



HOUSE CONNECTION CROSSING

NOTE:
1. M.D.O.T. GRANULAR MATERIAL CLASS II PLACED IN 6" LAYERS AND COMPACTED TO A MINIMUM OF 95% OF ITS MAXIMUM UNIT WEIGHT TO A HEIGHT OF 12" ABOVE THE TOP OF THE SEWER LEAD.



CROSSING DETAILS

NOTE:
1. WHEN UNSTABLE GROUND CONDITIONS ARE ENCOUNTERED STONE, SLAG OR DRY MIX CONCRETE SHALL BE USED TO BACKFILL THE TRENCH TO A HEIGHT 12" ABOVE THE TOP OF THE SEWER LEAD.

DRAWING PATH: P:\0000_01000008\180040_Schooler_Cove_Bus_Stop\Drawings\Civil\Details\180040DET-SESSC.dwg Mar 05, 2020 - 10:10am

REVISIONS:

NO.	DATE	DESCRIPTION

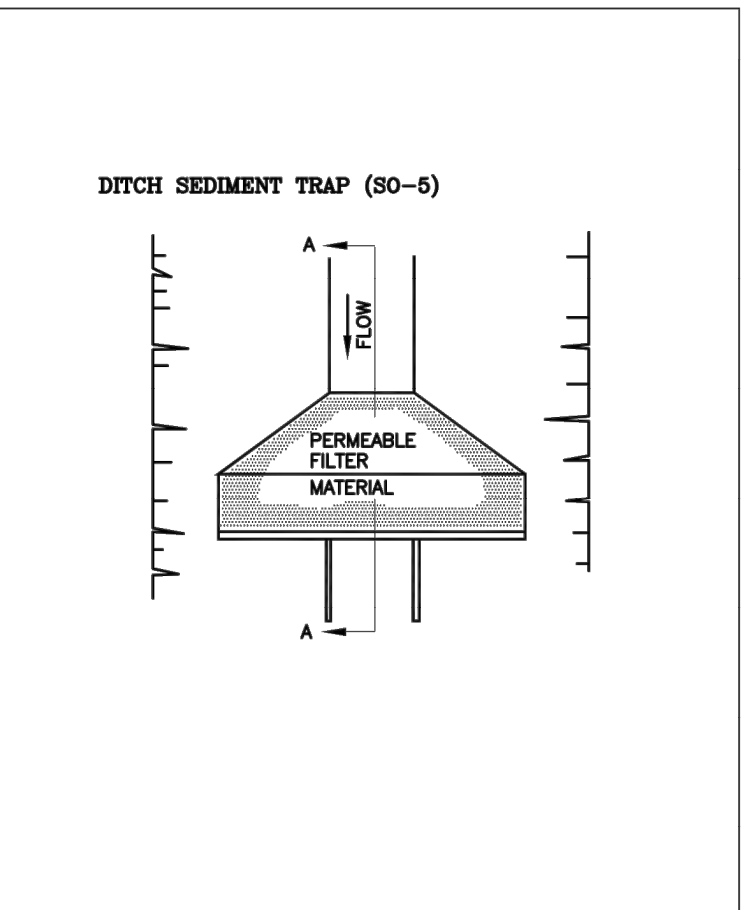
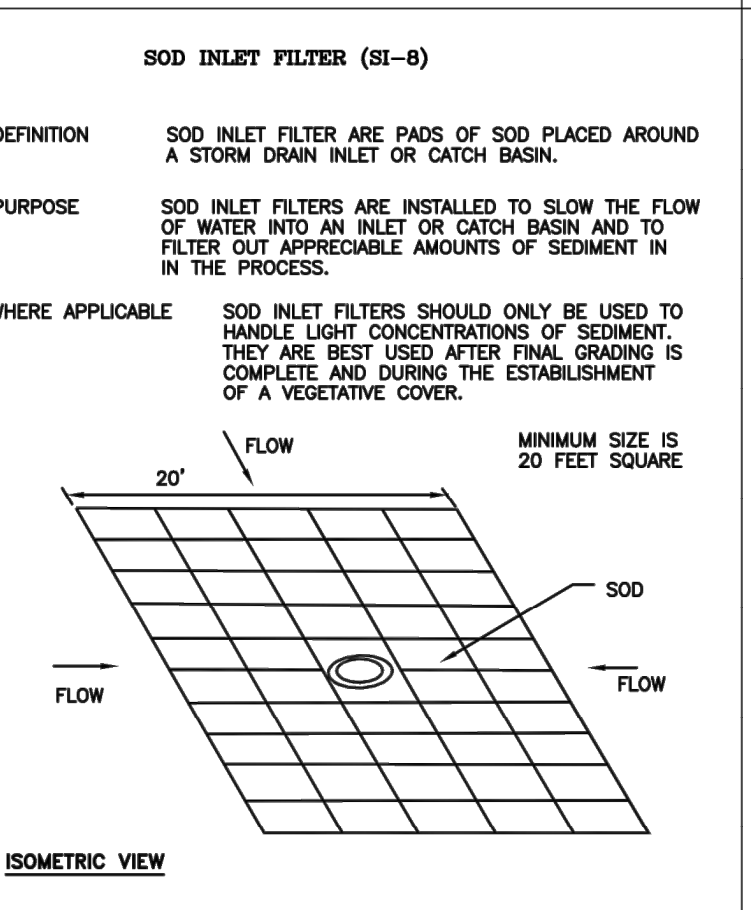
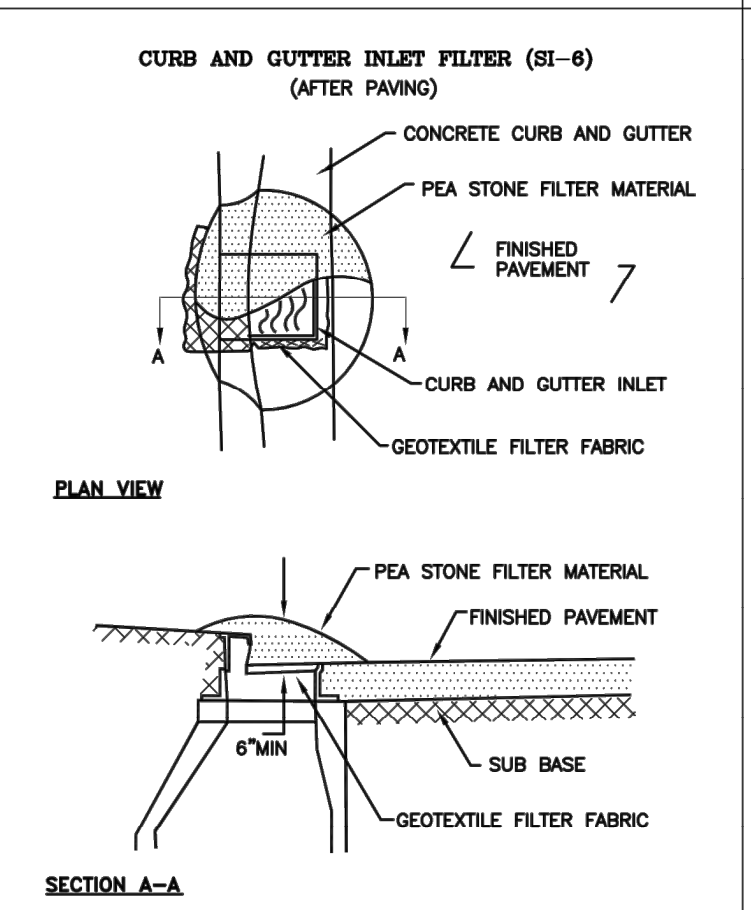
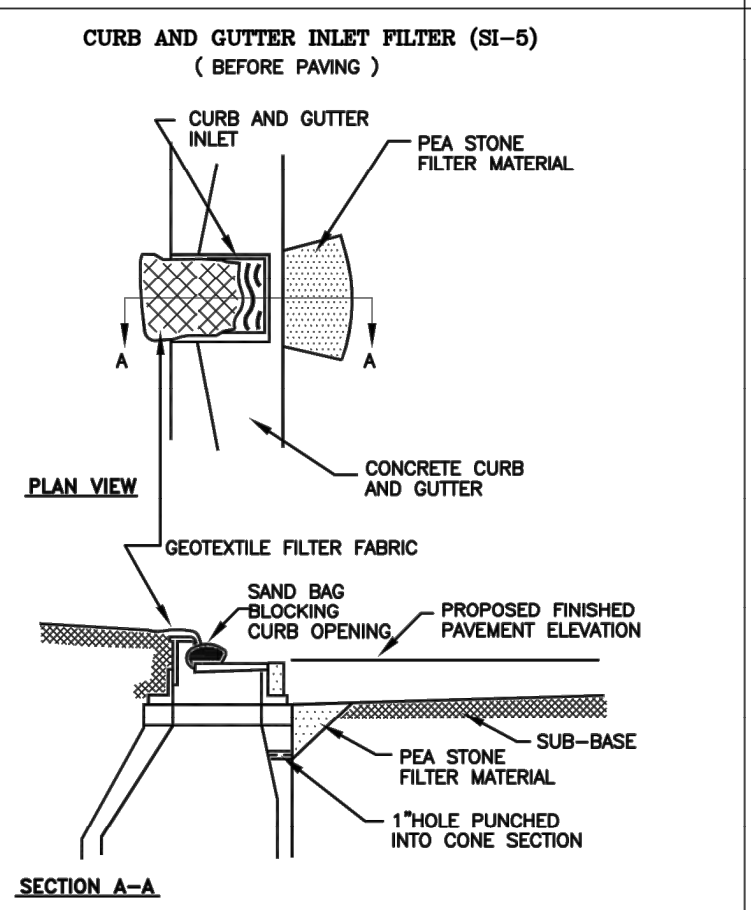
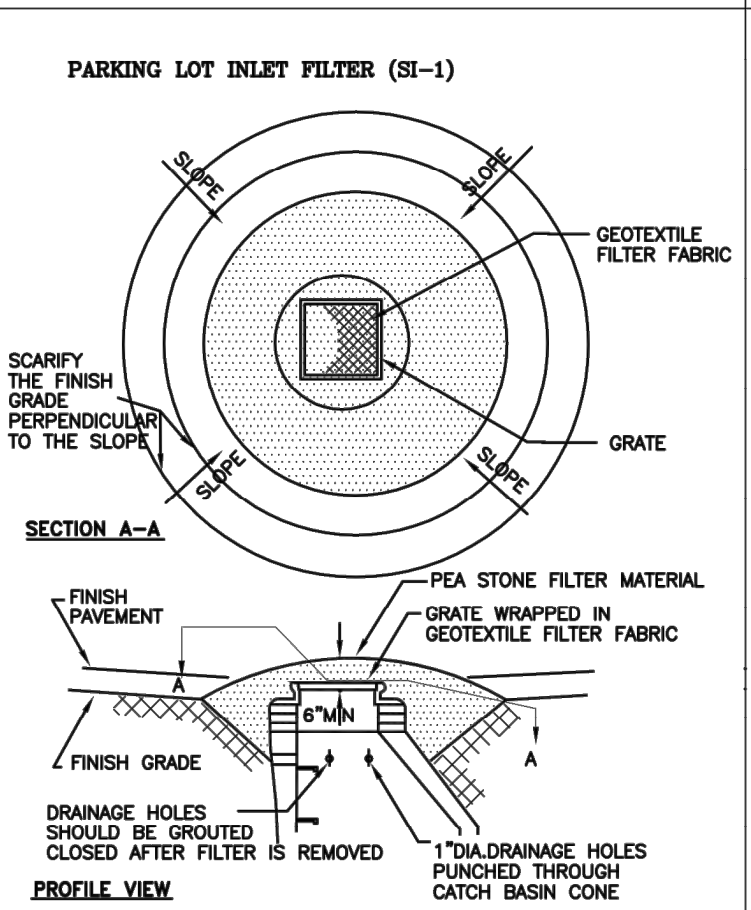
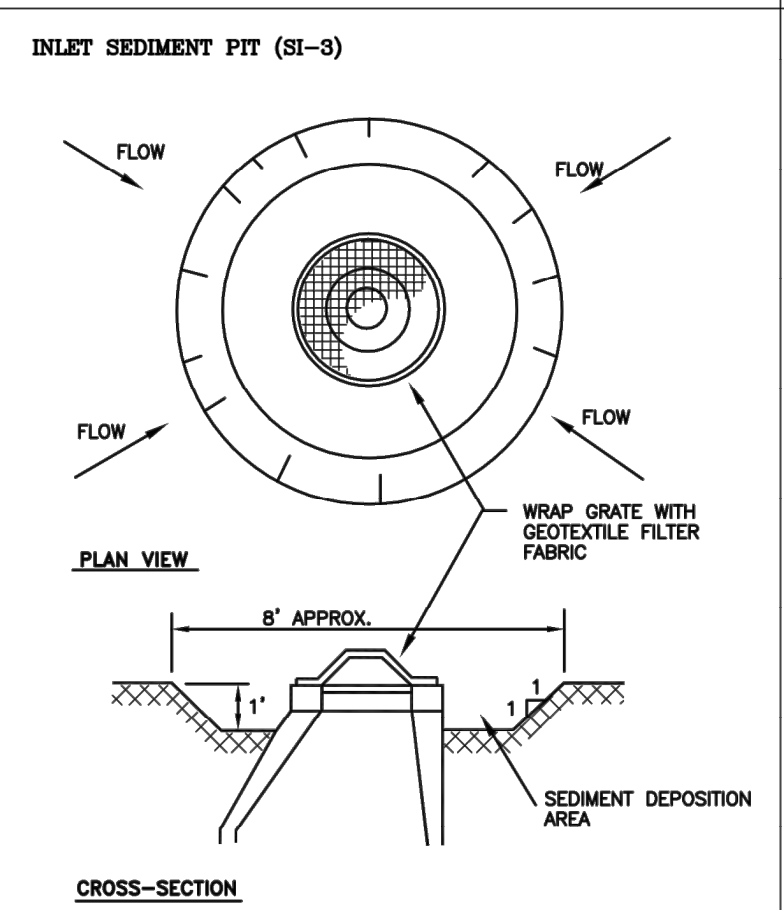
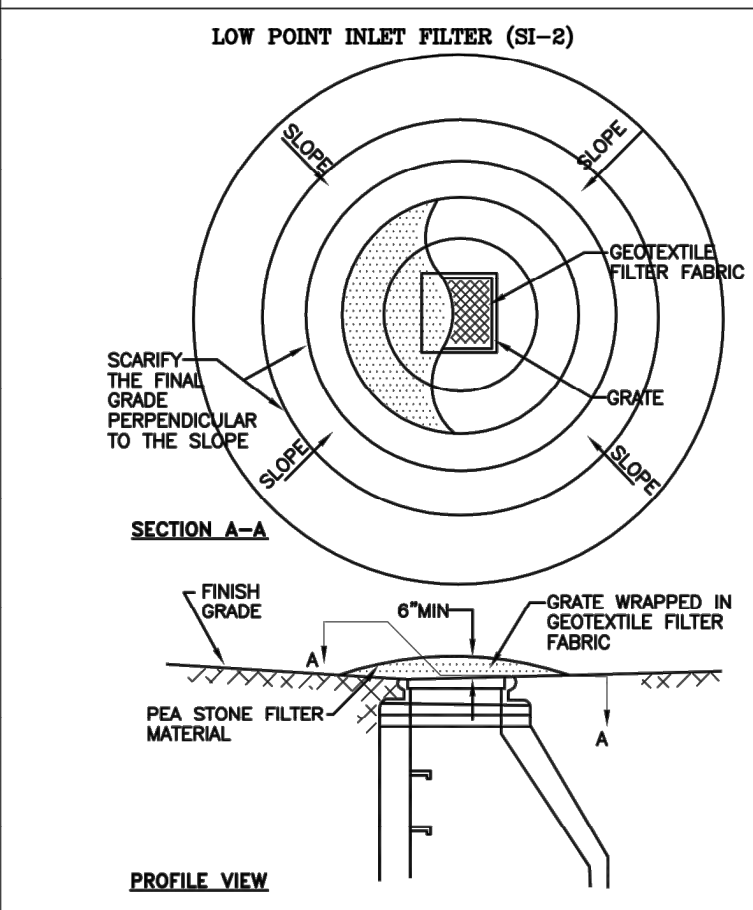
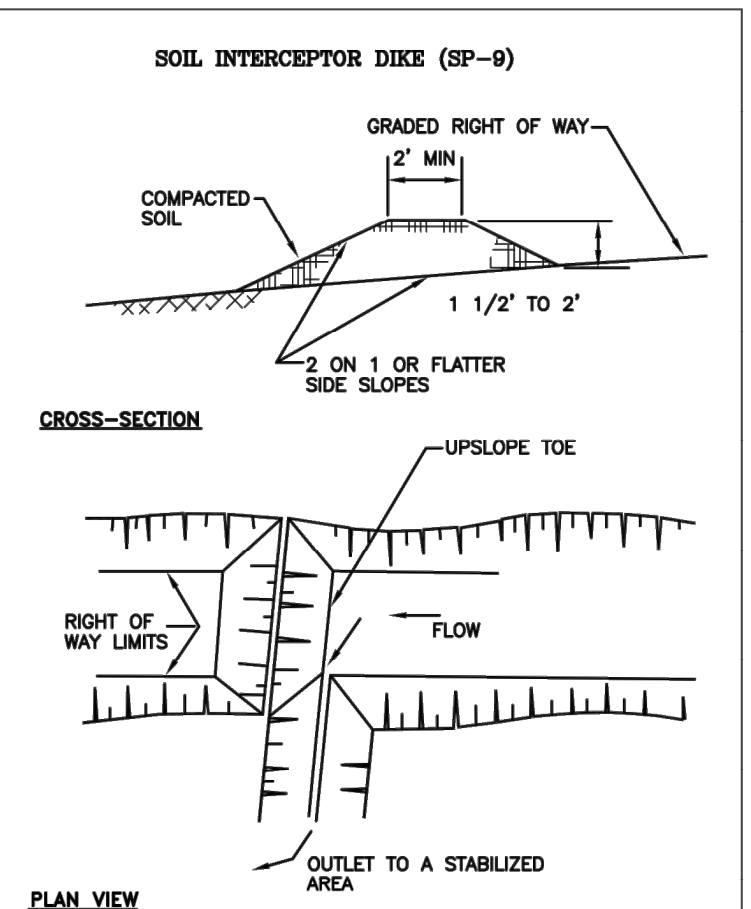
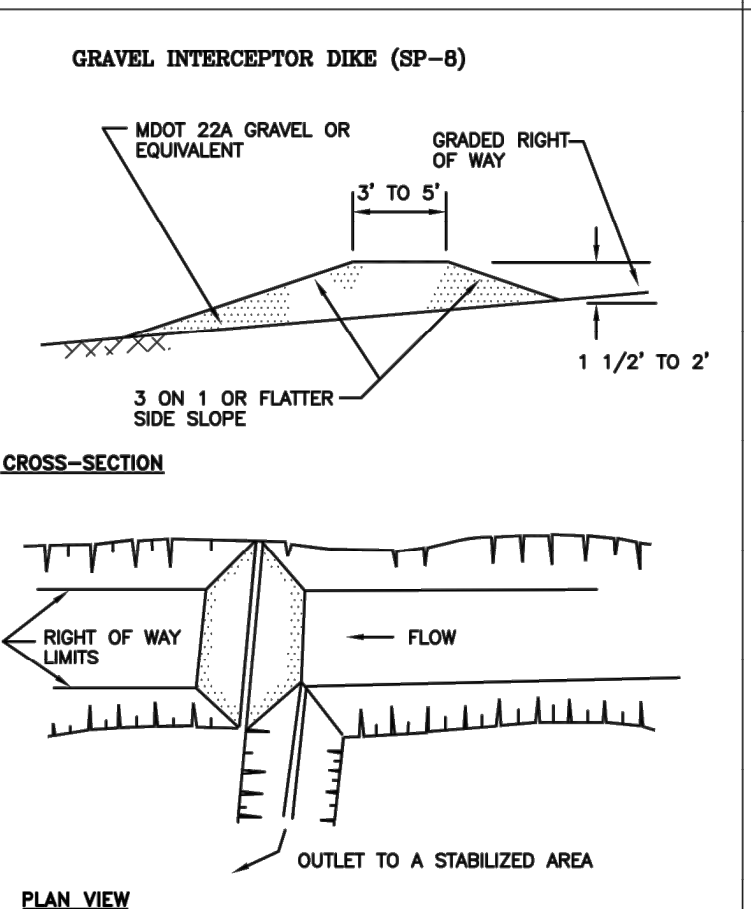
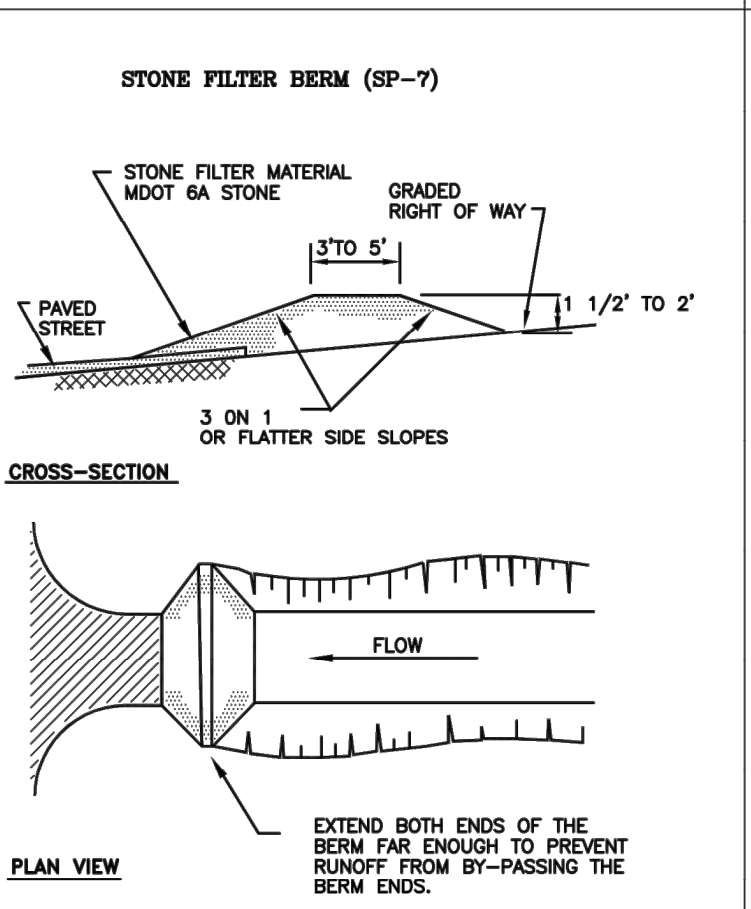
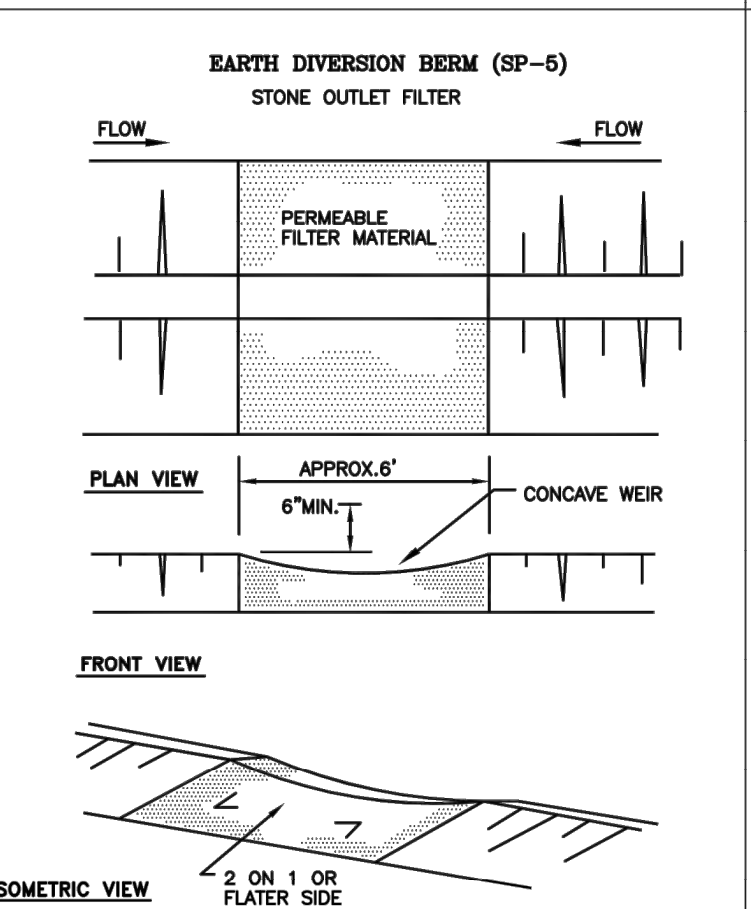
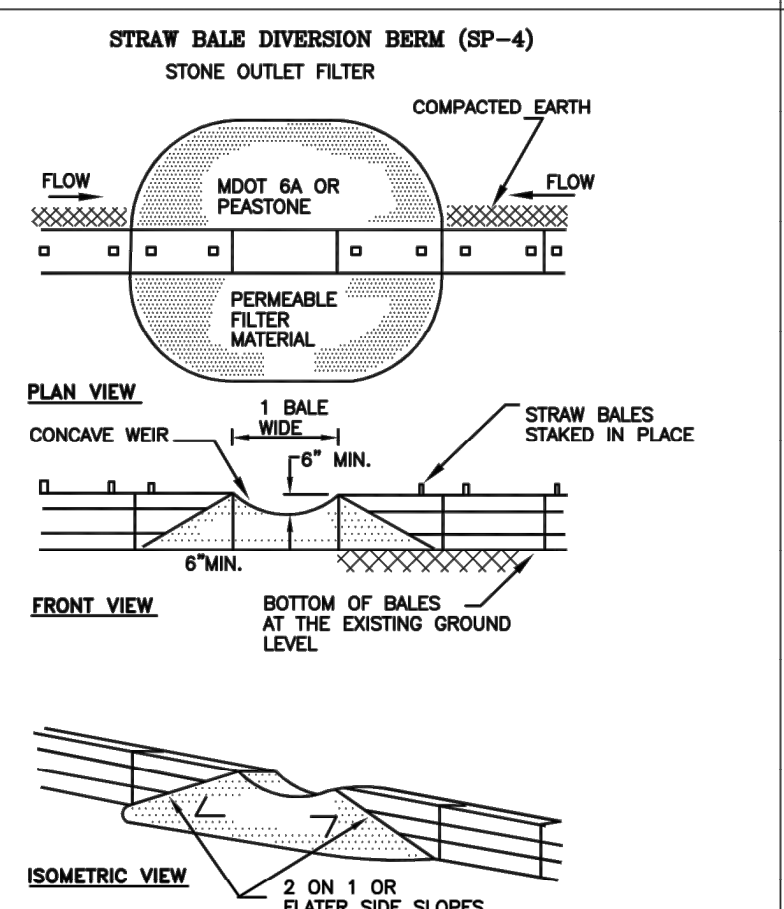
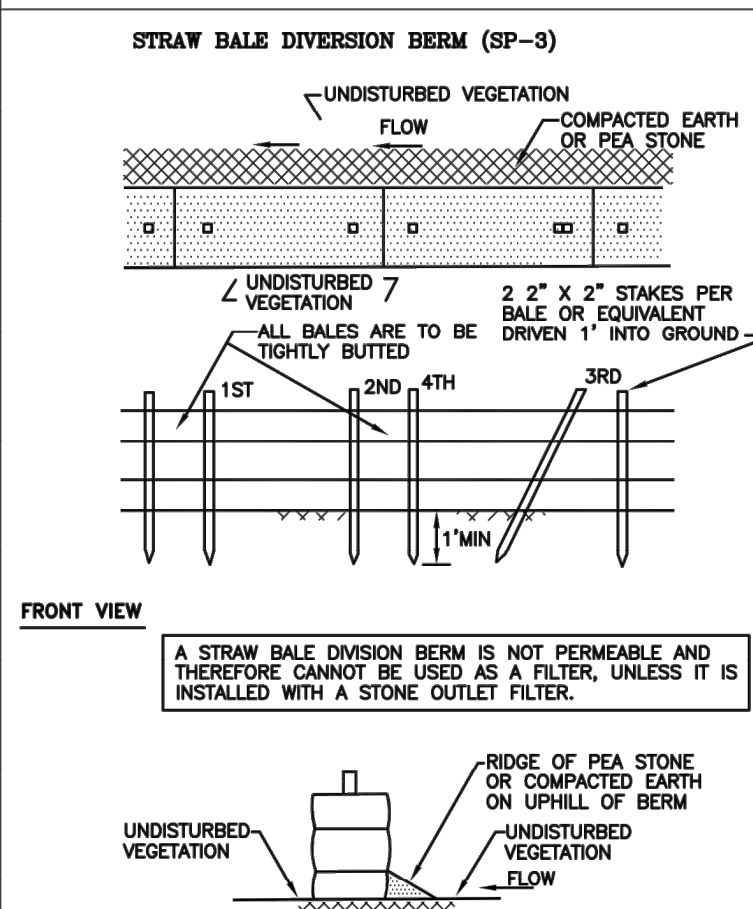
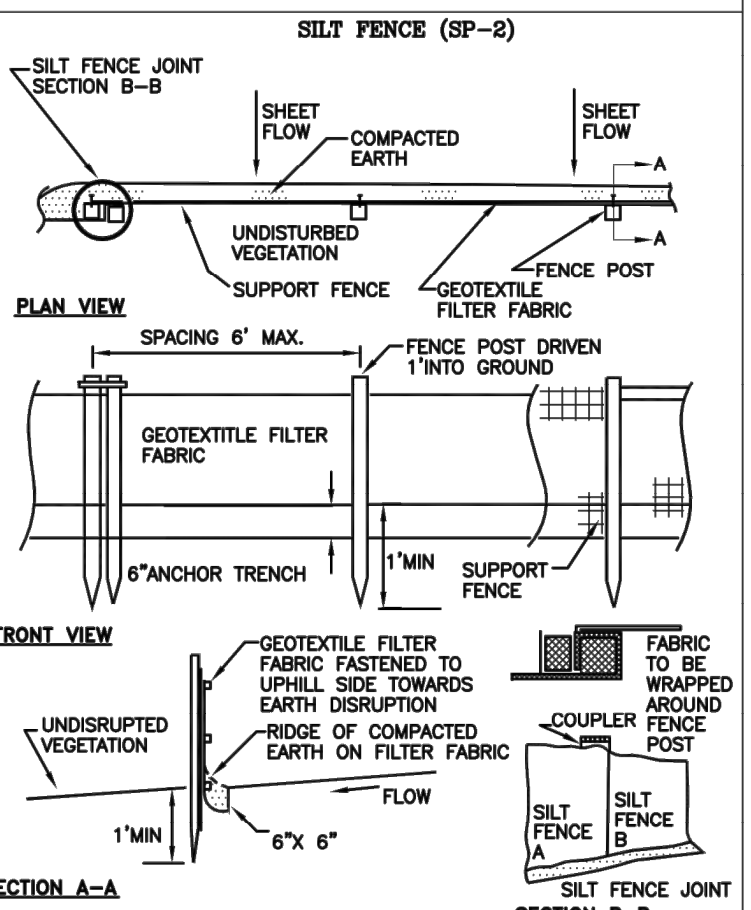
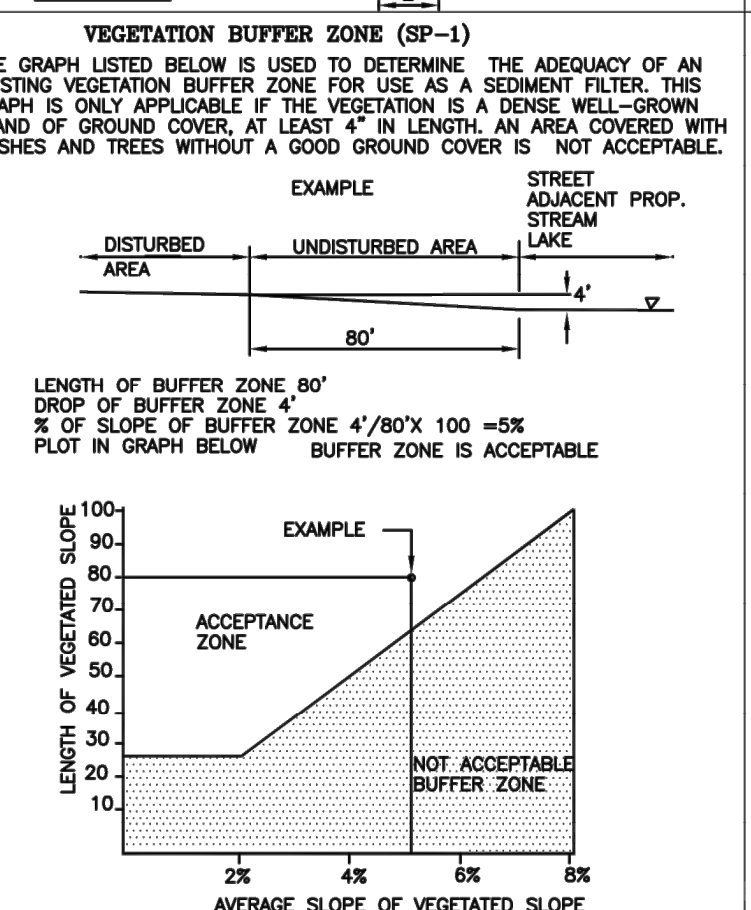
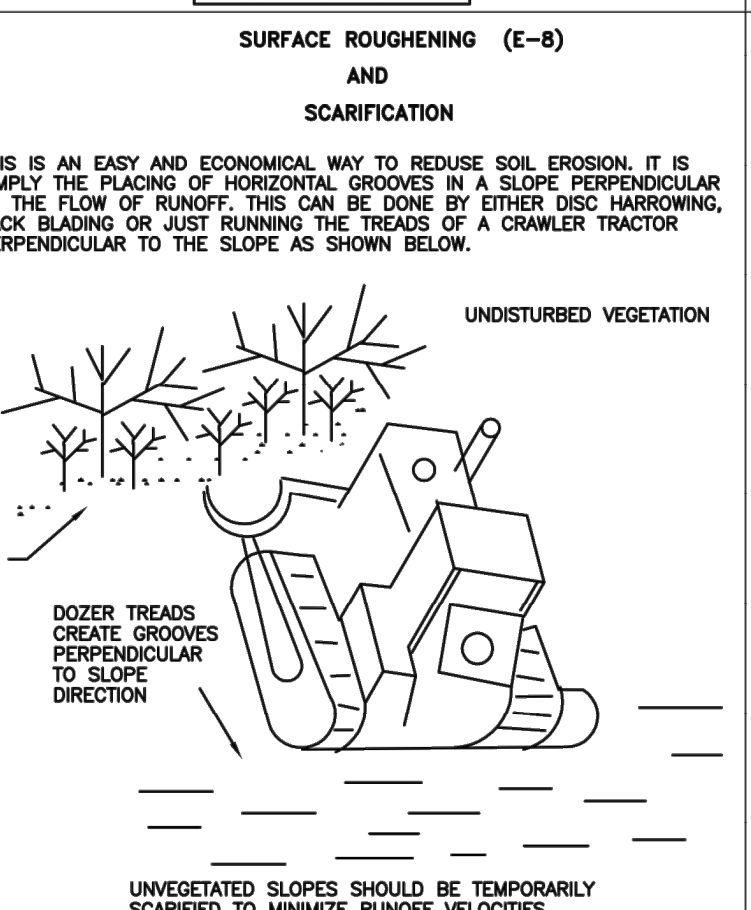
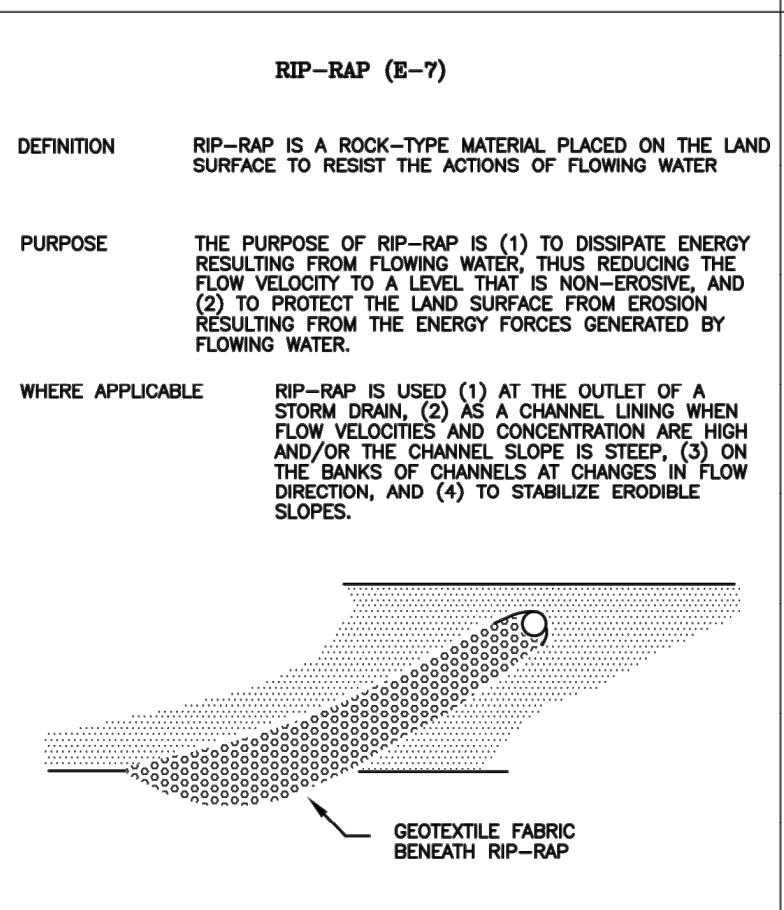
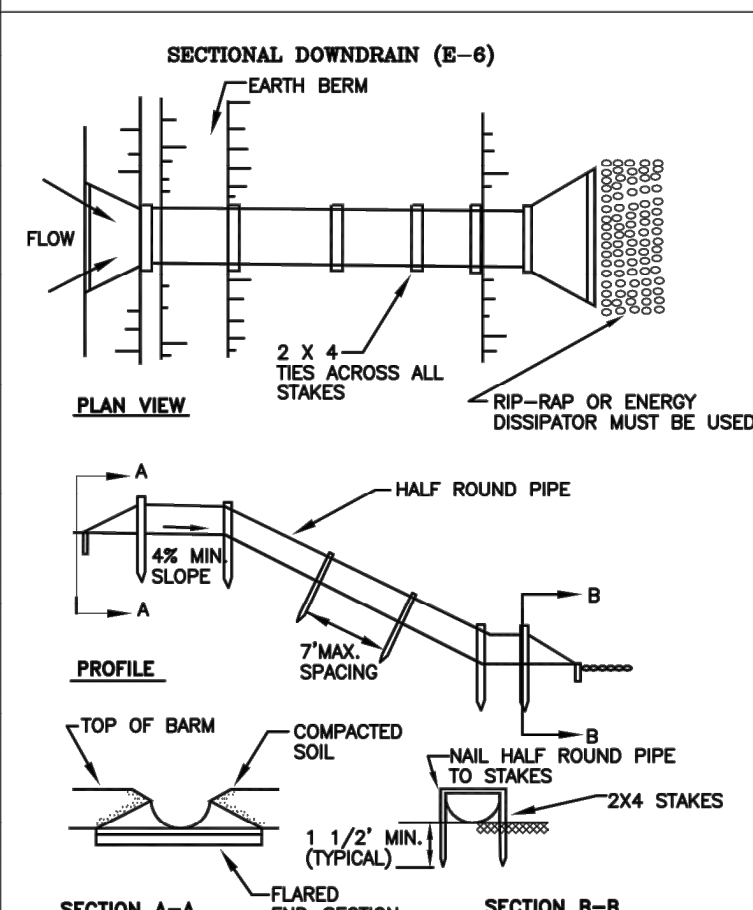
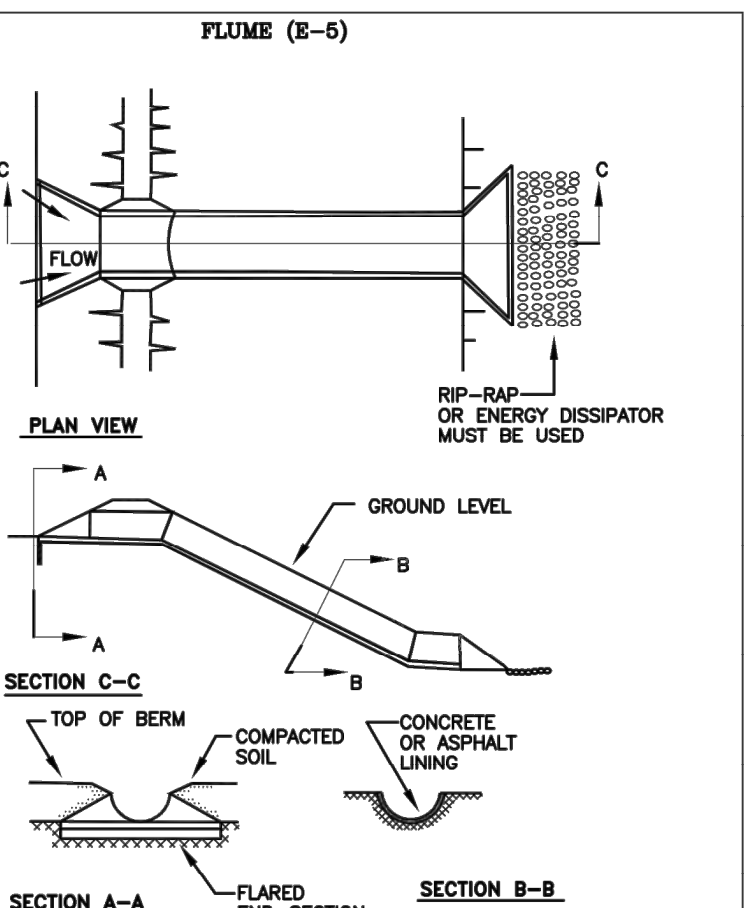
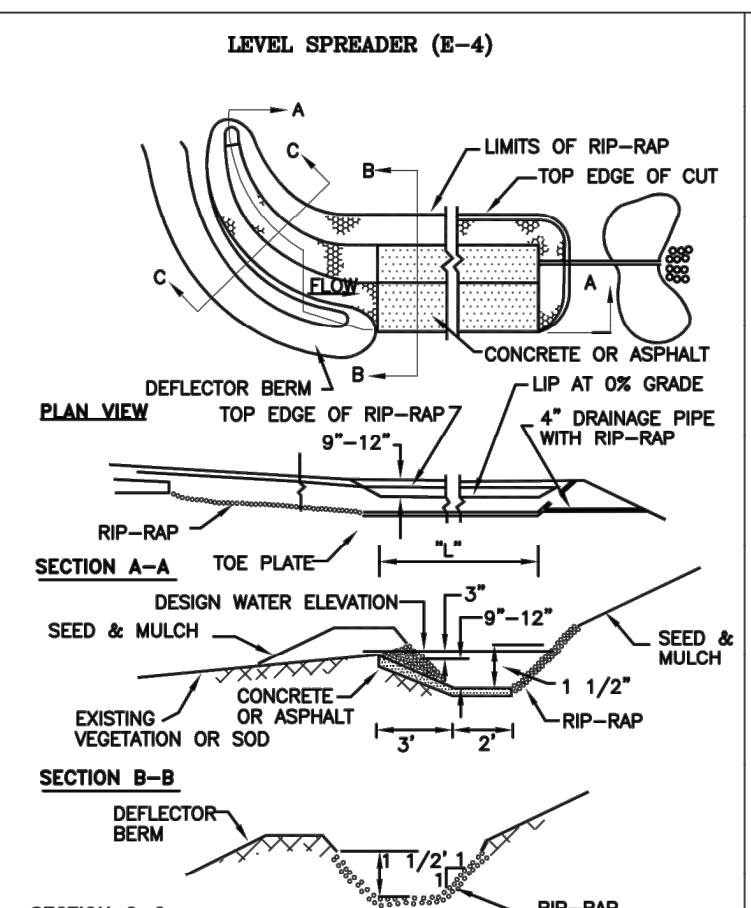
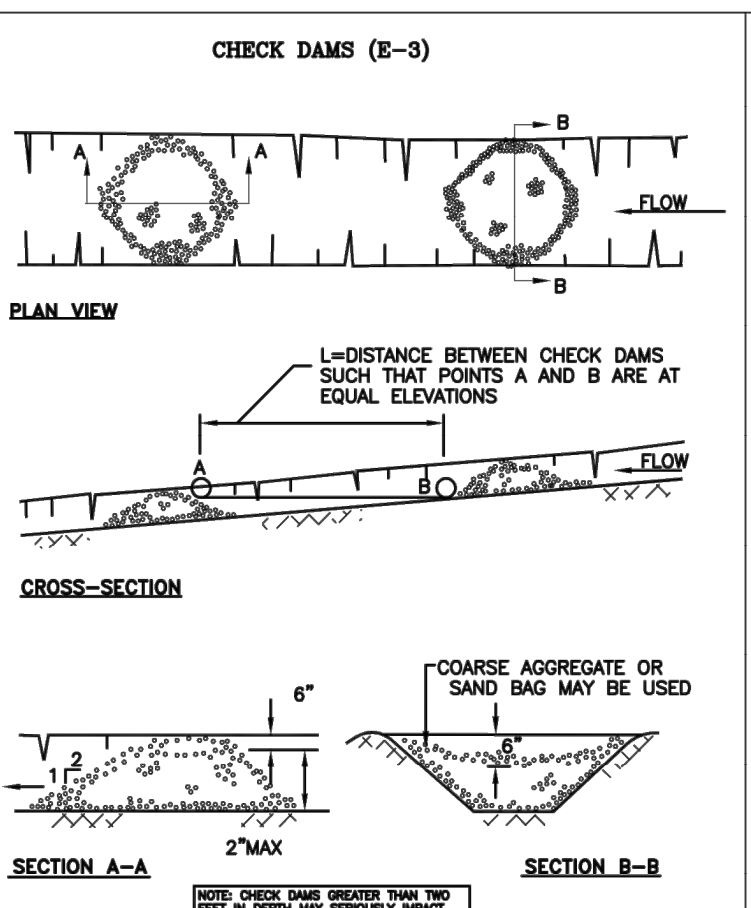
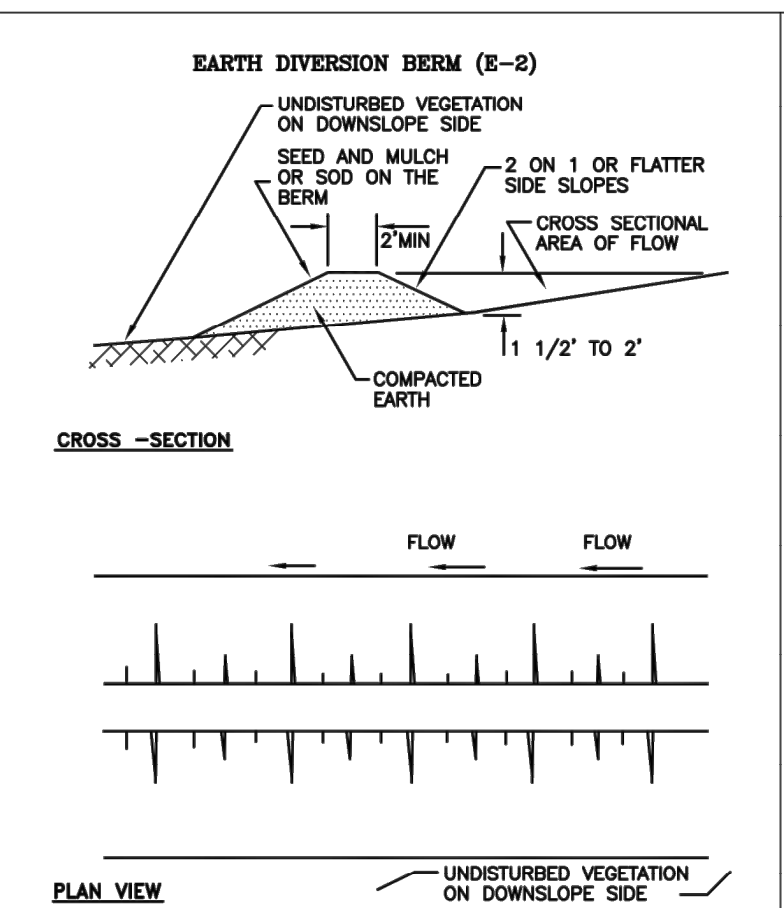
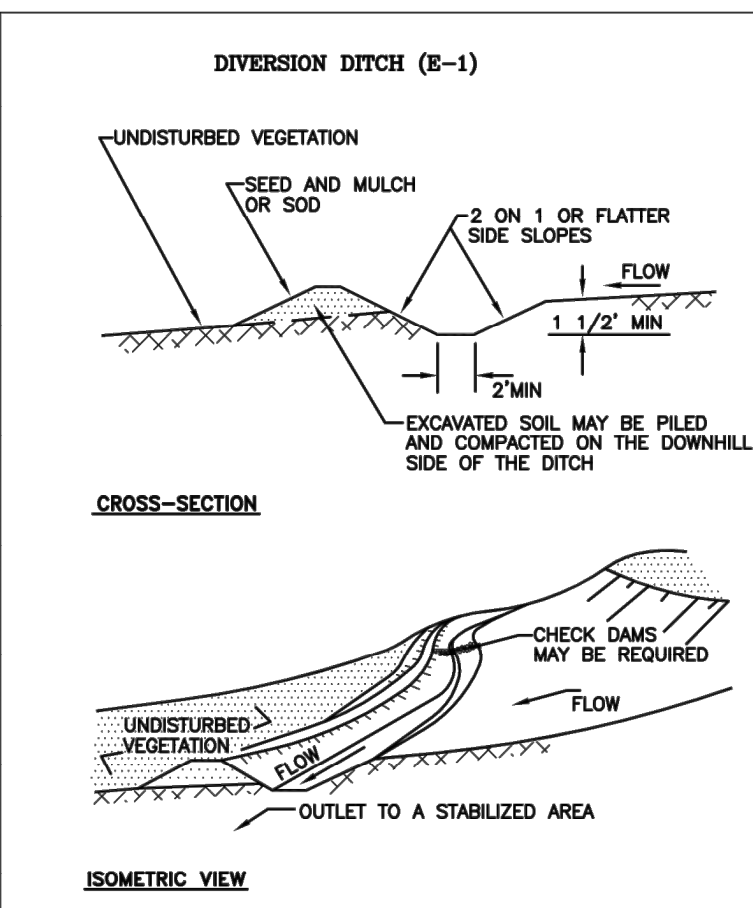
CITY/VILLAGE/TOWNSHIP: YPSILANTI
COUNTY: WASHTENAW
SCALE: H: NTS V: NTS
DATE: 08-18-2018
PROJ. NO.: 088-18-040
PROJ. INGR.: JH
ENG.: ES
CADD.: ES
DATE: 08-18-2018
PROJ. NO.: 088-18-040
PROJ. INGR.: JH
ENG.: ES
CADD.: ES

**CHARTER TOWNSHIP OF YPSILANTI
SCHOONER COVE BUS STOP IMPROVEMENTS
DETAILS**

RULE 323.1703
SOIL EROSION AND SEDIMENTATION CONTROL PLAN REQUIREMENTS.

A PERSON SHALL PREPARE A SOIL EROSION AND SEDIMENTATION CONTROL PLAN FOR ANY EARTH CHANGE IDENTIFIED IN R 323.1704. A PERSON SHALL DESIGN THE PLAN TO EFFECTIVELY REDUCE ACCELERATED SOIL EROSION AND SEDIMENTATION AND SHALL IDENTIFY FACTORS THAT MAY CONTRIBUTE TO SOIL EROSION OR SEDIMENTATION, OR BOTH. THE PLAN SHALL INCLUDE, BUT NOT BE LIMITED TO, ALL OF THE FOLLOWING:

- (A) A MAP OR MAPS AT A SCALE OF NOT MORE THAN 200 FEET TO THE INCH OR AS OTHERWISE DETERMINED BY THE COUNTY OR LOCAL ENFORCING AGENCY. A MAP SHALL INCLUDE A LEGAL DESCRIPTION AND SITE LOCATION SKETCH THAT INCLUDES THE PROXIMITY OF ANY PROPOSED EARTH CHANGE TO LAKES OR STREAMS, OR BOTH; PREDOMINANT LAND FEATURES; AND CONTOUR INTERVALS OR SLOPE DESCRIPTION.
- (B) A SOILS SURVEY OR A WRITTEN DESCRIPTION OF THE SOIL TYPES OF THE EXPOSED LAND AREA CONTEMPLATED FOR THE EARTH CHANGES.
- (C) DETAILS FOR PROPOSED EARTH CHANGES, INCLUDING ALL OF THE FOLLOWING:
 - (i) A DESCRIPTION AND THE LOCATION OF THE PHYSICAL LIMITS OF EACH PROPOSED EARTH CHANGE.
 - (ii) A DESCRIPTION AND THE LOCATION OF ALL EXISTING AND PROPOSED ON-SITE DRAINAGE AND DEWATERING FACILITIES.
 - (iii) THE TIMING SEQUENCE OF EACH PROPOSED EARTH CHANGE.
 - (iv) THE LOCATION AND DESCRIPTION FOR INSTALLING AND REMOVING ALL PROPOSED TEMPORARY SOIL EROSION AND SEDIMENTATION CONTROL MEASURES.
 - (v) A DESCRIPTION AND THE LOCATION OF ALL PROPOSED PERMANENT SOIL EROSION AND SEDIMENTATION MEASURES.
 - (v) A PROGRAM PROPOSAL FOR THE CONTINUED MAINTENANCE OF ALL PERMANENT SOIL EROSION AND SEDIMENTATION CONTROL MEASURES THAT REMAIN AFTER PROJECT COMPLETION, INCLUDING THE DESIGNATION OF THE PERSON RESPONSIBLE FOR THE MAINTENANCE. MAINTENANCE RESPONSIBILITIES SHALL BECOME A PART OF ANY SALES OR EXCHANGE AGREEMENT FOR THE LAND ON WHICH THE PERMANENT SOIL EROSION CONTROL MEASURES ARE LOCATED.



DRAWING PATH: P:\0000_01000008180040_Schooler_Cove_Bus_Stop\Drawings\Civil\Details\180040DET-SES5C.dwg Mar 05, 2020 - 10:10am

SHEET: 14 OF 14
 DATE: 08-18-2020
 PROJ. NO.: 08-18-2020
 ENG.: JH
 PROJ. MGR.: ES
 CADD.: ES
 COUNTY: WASHTENAW
 CITY/VILLAGE/TOWNSHIP: YPSILANTI
 SCALE: H: NTS V: NTS
 HORIZ. DATUM: NAD83
 VERT. DATUM: NAVD83
 REVISIONS:

CHARTER TOWNSHIP OF YPSILANTI
 SCHOONER COVE BUS STOP IMPROVEMENTS
 DETAILS

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ADDENDUM No. 2

April 13, 2020

Schooner Cove Bus Stop Charter Township of Ypsilanti 0098-18-0040

The following changes, additions, and/or clarifications to the Contract Documents shall be incorporated in said documents and shall be allowed for in the unit prices bid by the Contractor such that the unit prices indicated in the Bid Form shall represent the conditions as set forth in the Contract Documents and this addendum. The bidder shall acknowledge the receipt of this addendum on page BF-1 of the Bid Form and shall staple this addendum into the Contract Book.

The Bidder shall also return, via facsimile or email, the acknowledgment sheet located on page 2 of this addendum.

This Addendum contains 2 pages.

ADDITIONS AND CHANGES TO THE SPECIFICATIONS

Advertisement for Bid

1. Modify AB-1 as follows:

Delete: "Sealed Bids for Schooner Cove Bus Stop will be received at the office of the Ypsilanti Township until 2:00 PM local time, on April 17, 2020, by the office of the Township Clerk's office located at 7200 S Huron River Drive, Ypsilanti, MI 48197."

Replace with: "Sealed Bids for Schooner Cove Bus Stop will be received at the office of Ypsilanti Township's outside drop box until 2:00 PM local time, on April 17, 2020, at the Township's Civic Center located at 7200 S Huron River Drive, Ypsilanti, MI 48197. The bid opening will be done virtually, starting at 2:00 PM local time on April 17, 2020, through Zoom at the following link:
<https://zoom.us/j/701789240> ."

Please see the attached Public Notice for more information for logging into the Zoom virtual meeting.

Supplemental Instructions to Bidders

1. Add Note F: "F. Bidders shall include past experience, pertaining to recently completed CDBG Projects requiring Section Three submittals, within their bid package submittal. Information shall include Project Name, Project Owner Contact Information, Date of Project, Section 3 Approved Subcontractor (if applicable), and Winning Bid Amount.

April 10, 2020 Pre-Bid Meeting Notes

Please see attached Schooner Cove Bus Stop Pre-Bid Meeting Notes.

ACKNOWLEDGEMENT of RECEIPT OF ADDENDUM

ATTENTION:

Please complete this form and return immediately by facsimile to Orchard, Hiltz & McCliment, Inc. at 734-522-6427 or by email to Amanda.Kutek@ohm-advisors.com.

Our firm: _____

has received from Orchard, Hiltz, & McCliment, Inc.

Addendum No. 1 for: **Schooner Cove Bus Stop**
Charter Township of Ypsilanti
0098-18-0040

Today, _____ (date) at _____ (time) a.m. / p.m. (circle one)

Signature of receiver: _____

Printed name of receiver: _____

Company name: _____

End of Addendum No. 2

April 10, 2020 Pre-Bid Meeting Notes

Please see attached Schooner Cove Bus Stop Pre-Bid Meeting Notes.

ACKNOWLEDGEMENT of RECEIPT OF ADDENDUM

ATTENTION:

Please complete this form and return immediately by facsimile to Orchard, Hiltz & McCliment, Inc. at 734-522-6427 or by email to Amanda.Kutek@ohm-advisors.com.

Our firm: Best Asphalt

has received from Orchard, Hiltz, & McCliment, Inc.

Addendum No. 1 for: **Schooner Cove Bus Stop**
Charter Township of Ypsilanti
0098-18-0040

Today, 4/16/2020 (date) at 7:30 (time) a.m. p.m. (circle one)

Signature of receiver: Barbara A. Page

Printed name of receiver: Barbara A. Page

Company name: Best Asphalt Inc

End of Addendum No. 2



Charter Township of Ypsilanti

PRE-BID MEETING NOTES VIRTUAL SIGN IN SHEET

Project: Schooner Cove Bus Stop

Date: April 10, 2020

OHM Project No: 0098-18-0040

Please print the following information and provide a business card to the OHM representative.

NAME	COMPANY	PHONE	FAX/EMAIL
Matt Parks	OHM Advisors	734-522-6711	matt.parks@ohm-advisors.com
Elliot Smith	OHM Advisors	734-522-6711	elliott.smith@ohm-advisors.com
Michael Hoffmeister	Ypsilanti Twp.	734-544-3515	mhoffmeister@ytown.org
Tara Cohen	Washtenaw County	734-544-3056	cohent@washtenaw.org
Mike Martin	Best Asphalt	734-637-7186	mmartin@bestasphaltinc.com
Damon Gulette	NACE, LLC	586-342-1448	dgulette@nace-int
Bill Quinn	NACE, LLC	586-498-9003	bquinn@nace-int
Thomas Morrison	Gibraltar Const.	734-234-8005	tg Morrison@gibraltarconstructiongroup
Bruce Abbott	-	-	-

All persons listed above will receive a copy of the meeting minutes via email.

Pre-Bid Information for Ypsilanti Township Schooner Cove Project

Because this project is federal funded by Community Development Block Grant funds (CDBG) from U.S. Department of Housing & Urban Development (HUD):

The Project is subject to the [Davis Bacon Act](#). This means prevailing wages must be paid according to the relevant wage decision from U.S. Department of Labor. Refer to the bid documents for the current wage decision to provide an accurate bid on the project, noting that wage plus fringes do not have to be broken out identical to the wage decision, but the total of wages plus fringes for a specific job classification must equal the total of wages plus fringes in the wage decision for that job.

Also, please be aware that the wage decision is subject to change before it is “locked in” for the project.

- a) An updated wage decision is triggered a) if the bid award is not made within 90 days of the bid opening date – for this project, due to the funding not becoming available until August or September, we are 99% sure there will be an updated wage decision for this project – which would then be locked in when CONTRACT IS SIGNED.
- b) In the rare case construction were not to begin within 90 days of the contract being signed, an updated wage decision would be applied again.
- c) As of April 7, 2020 the February 7, 2020 Wage Decision is the most current.

There will be specific paperwork required up front from both the General Contractor and all the subcontractors, prior to receiving a Notice to Proceed.

Certified payrolls will be required from the GC and subcontractors throughout the project, and County staff will be on-site to conduct brief wage interviews with all workers involved on the project.

IF the project is over \$100,000.00 → The Project is subject to [Section 3 of the HUD Act of 1968 \(Section 3\)](#). [Section 3 requires that, to the greatest extent feasible, economic opportunities will be given to Section 3 residents and businesses in Washtenaw County. The goal is to subcontract at least 10% of the total construction contract dollar amount to Section 3 approved contractors or Section 3 residents.](#)

- Saladino Construction is the only pre-approved Section 3 contractor in Washtenaw County relevant to the Schooner Cove project.
- You are expected to factor this in—may wish to contact them before finalizing pricing in your bid.

Bidders are expected to base your project bid on the inclusion of a relevant Section 3 subcontractor(s) or residents being brought on to the project for at least 10% -- if feasible – please refer to the approved contractor list in the bid documents.

There is specific paperwork required to comply with Section 3. The Notice to Proceed will not be issued until a Section 3 Plan is completed. County staff will provide technical assistance on completing this document, but cooperation and communication from the Contractor is critical. A Section 3 Summary report form will also need to be completed at the end of the project.

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



Charter Township of Ypsilanti
Hydro Station

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 544.3690
Fax: (734) 544.3626

www.ytown.org

MEMORANDUM

TO: Board of Trustees

FROM: Michael Saranen, Operation Manager

DATE: August 10, 2020

RE: Request to waive financial policy under a single source provider RHM Fluid Power for Hydraulic Components on Spillway Gates 1 and 2 at the Hydro Station.

I am asking to Board to waive the financial policy and approve RHM Fluid Power as a single source provider to replace hydraulic components on gates 1 and 2 at the Hydro Station. This expenditure can be charged to 252.252.000.930.000 in the amount of \$11,918.00 pending budget amendment.

The Hydro Station utilizes 6 spillway gates to release water to maintain the lake level and to handle flood waters. The hydraulic controls have been in service for 25 years and 1 of the panels need to be replaced due to oil leaks.

We have reached out to the maker of the panel, RHM, and other local companies that design and build hydraulic systems.

RHM Fluid Power, Westland Michigan
DC Hydraulics, Canton Michigan
Servo Kinetics, Ann Arbor Michigan
Hydraulic Systems Inc., Jackson Michigan

RHM of Westland MI, was the only company that was interested and supplied a cost for the project.

The scope of this work includes design, build and install control components for gates 1 and 2.

Please place this item on the next available Board Meeting agenda under New Business for consideration.

I am available for any questions.



Picture of Gate Controls



RHM Fluid Power

FLODRAULIC GROUP

RHM Fluid Power

A Division of Flodraulic Group, Inc.

375 Manufacturers Drive Westland, Michigan 48186-4038 USA

PH: 734.326.5400 FAX: 734.326.0339 info@rhmp.com / www.rhmp.com

July 17, 2020

E-mail to: lboggs@ytown.com

FORD LAKE DAM
2727 Bridge Road
Ypsilanti, MI. 48111

Quote #: Q10616-1

Attention: Mr. Larry Boggs

Reference: Hydraulic Valve Panel Assembly

We are pleased to submit the following quotation for your consideration.

Three (3) RHM hydraulic valve panel assembly consisting of the following:

- (1) Valve mounting plate
- (1) D08 2-station manifold, aluminum with SAE ports
- (2) D08 directional valve, 110VAC
- (4) Relief valve assembly with SAE ports and 0-500 PSI pressure gauge
- (2) Pressure ball valve with lockable handle and #6 SAE ports
- (10) Pressure ball valve with lockable handle and #16 SAE ports
- (8) 1" 100R1 hose assemblies for connecting the panel to the system
- Panel to be assembled and plumbed per RHM #N823 schematic drawing
- Hydraulic tube and hose fittings to be Seal-Lok
- Epoxy paint – color to be specified by customer
- Dis-assemble valve panel for ease of transport to mounting location
- Documented test results for flow, pressure, and sound

Note: the price below also includes installation of (1) valve panel that consists of the following:

- One (1) 8-hours day, including travel time to the job site
- Transporting of the dis-assembled valve panel to the mounting location
- Re-assemble the valve panel and mount it on the wall
- Re-connecting the valve panel to the system with hose assemblies

Total net price per each panel assembly \$11,918.00

Note:

1. Price includes the standard RHM drawing package consisting of the hydraulic schematic, the bill of materials, and the unit layout / dimensional 3D drawings.
2. Price does not include the unit Service / Maintenance Manual, this manual can be purchased at the additional cost of \$500.00 / \$1000.00 and will be supplied in an electronic format.
3. Price includes a primer coating and an enamel finish paint coating. Please provide the RAL number or valid paint code number, paint manufacturer, paint type, color, and a paint chip. RHM cannot be responsible for the accuracy of paint purchased without a furnished paint chip.

Delivery:

1. Equipment will be ready for shipment 6 to 8 weeks after receipt of valid purchase order. Equipment delivery is based on component availability at time of quotation.
2. Drawings will be provided for informational and reference purposes only. All materials will be purchased, and engineering will proceed upon receipt of a valid purchase order or at RHM's discretion to meet the quoted or agreed to delivery date. Any changes that are requested will be quoted and will only apply after receipt of a purchase order revision. Changes will possibly require additional delivery time.
3. The Service / Maintenance Manual, if purchased, and as built drawings will be submitted after shipment of the equipment.

Shipping:

Ex Works, RHM Fluid Power, Westland, Michigan. Exclusive use cartage may be required. Skidding or crating cost for domestic/international shipment is not included unless noted above.

Payment Terms:

For orders of **\$50,000 and above** with approved credit:
30% due net 30 days on submission of approval drawings
30% due net 30 days at receipt of major components
30% due net 30 days at readiness to ship to customer
10% due net 30 days at submittal of as built documentation

For orders of **\$10,000 to \$50,000** with approved credit
60% due net 30 days on submission of approval drawings
40% due net 30 days at readiness to ship to customer

For orders **under \$10,000** with approved credit
100% due net 30 days at shipment and invoice

Taxes: This proposal does not include any federal, state or county taxes that may apply. These taxes, if applicable, are the responsibility of the buyer.

Validity: 30 days from date above.

Standard Terms and Conditions of Sale: All purchases are governed by the legal contract available at www.Flodraulicgroup.com/terms (the "Terms"). Buyer agrees that, by submitting a purchase order to Flodraulic Group Inc. or its affiliates ("Flodraulic") or receiving products and services from Flodraulic, Buyer has reviewed and agreed to the terms in the relevant quotation and Flodraulic's Terms which together form a binding contract between Flodraulic and Buyer. The Terms are incorporated herein by reference and this quotation or Flodraulic's acceptance of this order is expressly limited to, and expressly made conditional on, Buyer's acceptance of the Terms.

Thank you for this opportunity to quote on your requirements. If we may be of further service, please feel free to contact us at any time.

Sincerely,

RHM FLUID POWER

Jeff Pogue

Jeff Pogue

Cell Phone: 1-313-670-7519

Email: jpogue@rhmp.com

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Karen Lovejoy Roe, Clerk
From: Michael Radzik, OCS Director
Re: **Request to authorize circuit court litigation to abate public nuisances at 281 Ohio St, 2688 Peachcrest St, and 1448 Nash Ave funded in the amount of \$30,000 in account 101-950.000-801.023**
Copy: McLain & Winters, Township Attorneys
Date: August 10, 2020

The Office of Community Standards (OCS) has investigated public nuisances at the following locations for which authorization to engage in circuit court is requested.

281 OHIO ST

This single family house in the Thurston neighborhood watch area has been the subject of vegetation code enforcement for the past few months. Interviews with neighbors led staff to believe the owner, Michael Belcher, had been absent for a long period of time. Further investigation located the owner's obituary dated September 23, 2019 online, as well as YCUA records showing no water usage since February 5, 2019. Once verifying the house had been vacant at least 30 days, OSC staff obtained and executed an administrative warrant to inspect the structure on July 28, 2020. The inspection resulted in the Certificate of Occupancy being suspended and the house is condemned. The interior of the structure has various non-life/safety code violations and is mold infested. Rats were observed around the premises.



CHARTER TOWNSHIP OF YPSILANTI

2688 PEACHCREST ST

This single family house in the Appleridge neighborhood is owned by Tanya Anthony of Cincinnati, Ohio since 2007. OCS staff have been ordering the lawn to be mowed since May 26, 2020, and opened a vacant property investigation after interviewing neighbors. Further investigation showed the owner was deceased, DTE power and YCUA water was shut off, and no one had taken responsibility to maintain the property. On June 8, 2020, staff ordered the garage to be boarded up after finding it unsecure and readily available for nefarious activity. In an interesting side note, on June 9, 2020 staff was informed by the Washtenaw County Treasurer's Office that the property is in forfeiture pending foreclosure next spring, and that the county had been assisting the owner's family through the probate court process. Now two months later nothing has changed and the property remains a blight in the neighborhood while the township continues mowing the grass.



1448 NASH AVE

This single family house in the West Willow neighborhood is our third vacant house this month brought to our attention through vegetation enforcement and inspected using administrative warrants. Interviews with neighbors revealed the house had been recently vacated by its unknown occupants due to a leaking roof. Assessor records list the property owner as the Bruce C.A. Cooper Trust, however further investigation showed that one principal owner, Bruce Cooper, died in 2012, and the second principal owner, Virginia Cooper, died in 2004. OCS staff obtained and executed an administrative warrant to inspect the house on July 29, 2020, resulting in condemnation due to numerous code violations and unsanitary conditions involving raw feces.



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



Charter Township of Ypsilanti

Clerk's Office

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

MEMORANDUM

To: Ypsilanti Township Board of Trustees
From: Karen Lovejoy Roe, Clerk *KJR*
Date: August 10, 2020
Subject: ***Request to Purchase Hart Intercivic Election High Speed Scanner for Absentee Voter Count Board***

The Ypsilanti Township Clerk's Office is requesting to purchase a high speed scanner for election use in the amount of \$94,405.00 to be budgeted in line item #101-215-000-977-000 pending approval of the budget amendment.

Washtenaw County is predicting a 75% voter turnout for the November 2020 Presidential Election and further predicts 75% of that number will vote absentee. As of the date of this memo, Ypsilanti Township has 44,525 registered voters. This means we should plan for 25,000 absentee voters in November 2020.

The high speed scanner can process 10,000 ballots per hour. This machine would be used in the absentee voter count board for all future elections. Ypsilanti Township's Permanent Absent Voter List has increased from approximately 5,000 in March to 14,778 as of August 10, 2020. Because of this it is expected that our number of absentee ballots returned will continue to increase, as well. We also expect to be able to reduce the number of election inspectors needed for the absentee voter count board.

The price of the high speed scanner is \$124,405.00. We have requested a grant from the State of Michigan in the amount of \$30,000.00, bringing the cost of the scanner to \$94,405.00. We are asking you to approve the purchase of the scanner contingent upon approval of the grant from the State. We are also exploring an option for grant funding from Washtenaw County.

Thank you for your consideration. Should you have any questions, please contact my office.

lrs

cc: Lisa Stanfield, Deputy Clerk
Javonna Neel, Accounting Director
Files



Quote Number

00007533

Account Name

Ypsilanti Charter Township, MI

Grand Total

\$124,405.00

Item	Description	Unit Price	Quantity	Total Price
Verity Central - Medium Jurisdiction	Verity Central software for jurisdictions with less than 100,000 registered voters	\$72,920.00	1	\$72,920.00
Verity Central (Client)	Verity Central Client software	\$18,230.00	1	\$18,230.00
Verity Workstation	Workstation for Verity software w/ 5-year warranty	\$4,000.00	2	\$8,000.00
Canon DR-G1100 Central Scanner w/ 5-Year Warranty	Central ballot scanner; includes 5 years of warranty coverage	\$11,190.00	2	\$22,380.00
Okidata B432dn Printer	Laser printer w/ starter cartridge for report printing	\$325.00	2	\$650.00
vDrive	Flash memory card/audio card for use with Verity devices	\$45.00	5	\$225.00
Professional Services - 1 Day	Includes up to 1 day of service. Additional days of service must be purchased separately.	\$2,000.00	1	\$2,000.00
Subtotal				\$124,405.00
Grand Total				\$124,405.00

Annual Service and Maintenance (Years 6-10)

Item	Description	Unit Price	Quantity	Total Price
Service and Maintenance - Verity Central	Annual Service and Maintenance fee for Verity Central in years 6-10	\$15,490.00	1	\$15,490.00
Service and Maintenance - Verity Central (Client)	Annual Service and Maintenance fee for Verity Central Client in years 6-10	\$8,110.00	1	\$8,110.00

Proposed Annual Service & Maintenance

\$23,600.00

Total Years 6-10

\$118,000.00

Bill To 7200 S Huron River Dr.
Ypsilanti, MI 48197Ship To 7200 S Huron River Dr.
Ypsilanti, MI 48197

Customer Contact

Contact Name Karen Lovejoy Roe

Email kloveyjoyroe@ytown.org

Phone (734) 484-4700

General Information

Expiration Date 9/10/2020

Instructions Please fax with signature to or scan and email to kclakeley@hartic.com to order.

Payment Terms Net 30

Terms and Conditions

Pricing subject to inventory availability at time of quote execution and acceptance.

Taxes will be calculated in conjunction with the Customer based on the final approved price list.

Hart Approval

Prepared By Karen Clakeley

Title Director, Strategic Accounts

Signature



Quote Number

00007533

Account Name

Ypsilanti Charter Township, MI

Grand Total

\$124,405.00

Karen G. Czekaj

Customer Approval

Name: _____

Title: _____

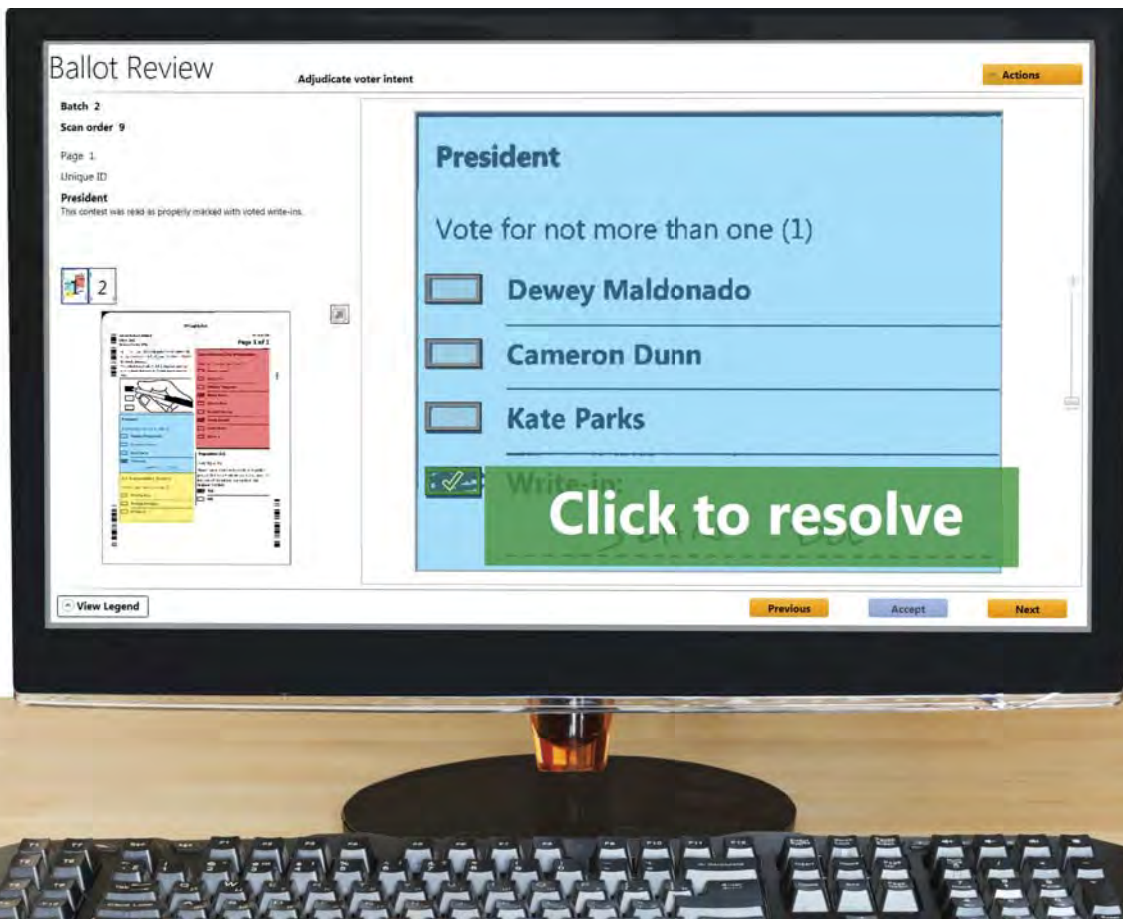
Customer Approval: _____

Date: _____



Verity Central

High-Speed Central Scanning



digital scanning with a difference

Designed for: Absentee/By-Mail & Other High-Volume Ballot Processing



Easy.

Versatile.

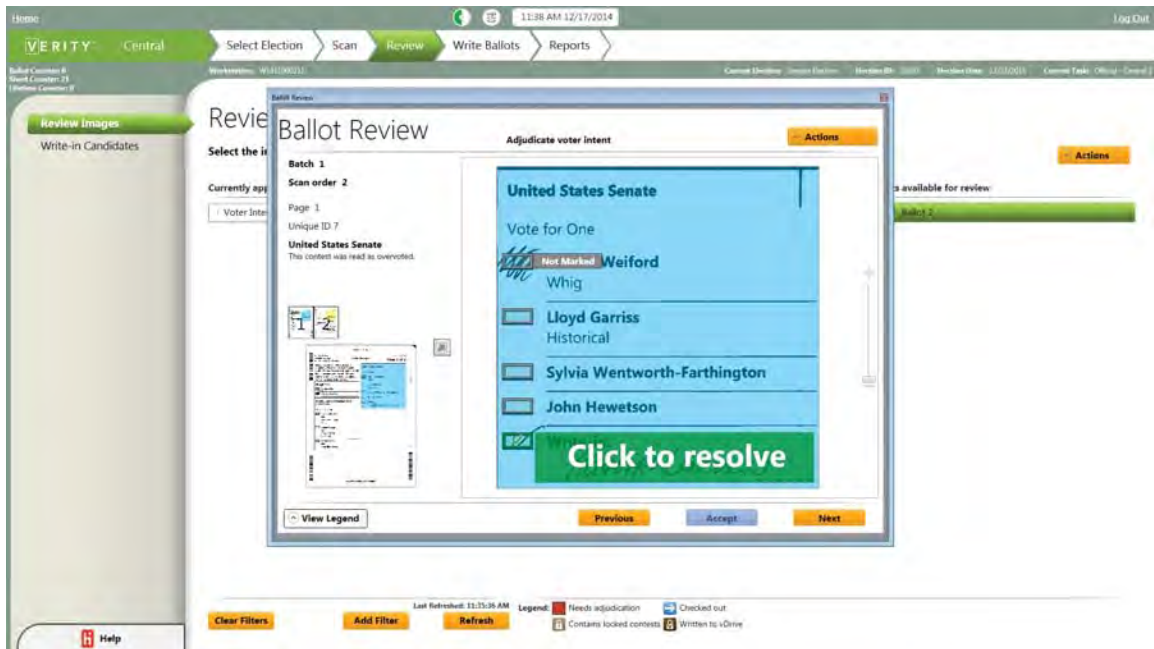
Trustworthy.

When you're faced with a huge stack of ballots to scan, you want the smarter, next-generation digital solution – Verity Central

Hart brought digital technology to elections more than a decade ago. Only Verity Central offers next-generation smarts with the most efficient workflow, the easiest onscreen adjudication and auditing features like you've never seen.

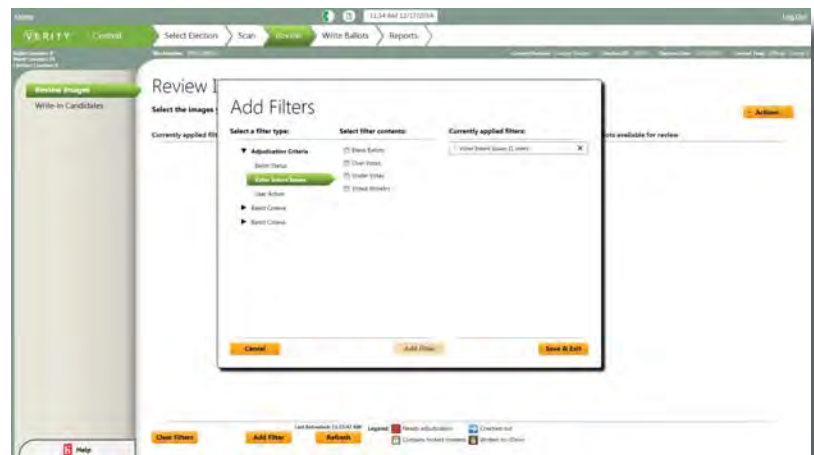
True onscreen adjudication

Verity Central provides unique contest-by-contest resolution for all voter intent issues with clear, color-coded flags and Verity's consistently easy-to-understand, plain-language instructions.



Transparency and easy auditability

With an unmatched variety of image filters, you easily locate exactly the ballot images you want. Plain-language processing notes clearly show exactly how voter selections are recorded.



Election administration simplified



No presorting

Scan multiple precinct styles and/or multiple languages in the same batch, in any orientation.

No outstacking and rescanning

With Verity Central, there's no extra work – just an easy, efficient workflow. Preserve your ballots in their original form, with minimal handling.

No-wait scanning

Verity Central scans without tabulating, so you can start scanning weeks before polls close on Election Day. No more late nights at the scanner.



Cost-effective scalability

Choose the right Hart-integrated COTS scanner for your jurisdiction's size, budget and need for speed. You get industry-best scanning technology with the assurance of Hart support – and EAC certification.

Next-generation digital scanning

Built on 10+ years of digital experience, Verity Central gets more out of the technology than any other high-speed scanning solution – more efficiency, more auditability, more speed.



The Future of Elections

Hart InterCivic is a full service election solutions innovator, partnering with state and local governments to deliver the most secure, accurate and reliable elections.

©2016 Hart InterCivic, Inc. Hart InterCivic and Verity are registered trademarks of Hart InterCivic. All rights reserved.



Cost-effective scalability

Choose the right Hart-integrated COTS scanner for your jurisdiction's size and budget. With options for multiple, networked scanning stations connected to a central server, you can cost-effectively add capacity as needed.

Reduced training time

User-friendly interface has the same look-and-feel as other Verity Voting system components, for shorter training time and lower training costs.

Versatile for long-term value

Verity Central is part of the holistic, scalable Verity Voting solution that can adapt as your needs change.

E-mailed to:
Karen Lovejoy Roe at
klovejoyroe@ytown.org
No Hard Copy to Follow

July 17, 2020

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

**RE: Street Lighting Special Assessment District for Crystal Pond
Request for 13 Street Lights in 11 Locations**

Karen,

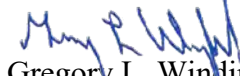
Representing 76% of the units (84 of 90) in Crystal Pond, please accept this letter as our petition to establish a Special Assessment District (SAD) for public street lights at Crystal Pond.

The location of 11 of the 13 street lights would be as depicted on the approved Crystal Pond Site Plan¹ (seven single-light internal locations, plus two double-light locations (one each at the two Bunton Road entrances) plus two additional lights installed on the west side of Bunton Road opposite each entrance to the Crystal Pond community (one light at each location).

Please let me know if you need anything additional at this time. We understand once the cost of the project has been determined, we will be invoiced for same.

Thank you and best regards,

Lombardo Homes



Gregory L. Windingland
Vice President of Development

C: Mike Radzik, Director – Office of Community Standards at mradzik@ytown.org
Jason Iacoangeli, Planning Director at jiacoangeli@ytown.org

¹ Copy of Sheet 2 of approved Crystal Pond Site Plan attached for reference.



June 24, 2020

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

Re: Charter Township of Ypsilanti- Crystal Ponds

Attached is the agreement for the work to be performed in the Crystal Ponds development. A detailed description of the project is outlined in the agreements. Please print **TWO** copies. Please sign **BOTH** copies in the designated areas. A check in the amount of **\$53,876.92** is also required at this time. Please return **BOTH** signed agreements and check made payable to DTE Energy to the following address:

DTE Energy
8001 Haggerty Rd.
Belleville, MI 48111
140 WWSC-Brandon Faron

Upon receipt of BOTH signed copies (and payment), we (DTE Energy) will then sign BOTH copies and return ONE original back to you.

Please call if you have questions, 734-397-4017.

Sincerely,

Brandon R. Faron

Brandon R. Faron
Account Manager
Community Lighting

Exhibit A to Master Agreement


Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of June 24, 2020 between DTE Electric Company ("Company") and the Charter Township of Ypsilanti ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated May 7, 2018 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

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

1. DTE Work Order Number:	57002719	
	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	[Crystal Ponds], as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	13	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install eleven (11) 39w LED "Basic" Granville luminaires mounted to nine (9) 11' 6", black, fluted, fiberglass posts mounted on concrete foundations. Install two (2) wood poles, two (2) 6' support arms, and two (2) 136w LED luminaires with gray housing. LED luminaires mounted to wood poles to have photocontrol so that power is at the pole 24/7.	
5. Estimated Total Annual Lamp Charges	\$3,087.60	
6. Estimated Total Annual Post Charges if selected	\$0.00	
7. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$63,139.72
	Credit for 3 years of lamp charges:	\$9,262.80
	CIAC Amount (cost minus revenue)	\$53,876.92
	Credit for Post Charge, if selected	\$0.00
8. Payment of CIAC Amount:	Due promptly upon execution of this Agreement \$53,876.92	
9. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.	
	<p>If Post Charge "box" <input type="checkbox"/> is checked the Customer agrees to following term:</p> <p>10 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual</p>	

	written consent of the parties or by either party with thirty (30) days prior written notice to the other party.
10. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices <div style="text-align: right; margin-top: 10px;"> _____  </div>
11. Customer Address for Notices:	Charter Township of Ypsilanti 7200 S. Huron River Dr. Ypsilanti, MI 48197 Attn: Karen Lovejoy Roe

12. Special Order Material Terms:

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

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

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

B. Customer will maintain an initial inventory of at least 0 posts and 0 luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

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

Name: _____ Title: _____

Phone Number: _____ Email: _____

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

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

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

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

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

Company:

DTE Electric Company

By: _____

Name: _____

Title: _____

Customer:

Charter Township of Ypsilanti

By: _____

Name: _____

Title: _____



Attachment 1 to Purchase Agreement

Map of Location

[To be attached]

RED LOCATIONS:

Install (7) decorative 39w LED streetlights on (7) black, fluted, fiberglass posts.

GREEN LOCATIONS:

Install (2) 136w LEDs on wood poles.

Install (4) decorative 39w LED streetlights on (2) black, fluted fiberglass posts with crossarm for 2 luminaires.



E-mailed to:
Karen Lovejoy Roe at
klovejoyroe@ytown.org
No Hard Copy to Follow

July 17, 2020

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

**RE: Request to Establish Security Camera Special Assessment District for
Crystal Pond**

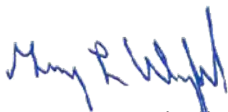
Karen,

Representing 76% of the units (84 of 90 units) in Crystal Pond, please accept this letter as our petition to establish a Special Assessment District (SAD) for security cameras for Crystal Pond.

We understand one camera would be installed at each of the two Bunton Road entrances to the Crystal Pond community and once the cost of the cameras and associated materials is known, we will be invoiced for those costs.

Please let me know if you need anything additional at this time. We know once the cost of the project has been determined, we will be invoiced for same.

Thank you and best regards,
Lombardo Homes



Gregory L. Windingland
Vice President of Development

C: Mike Radzik, Director – Office of Community Standards at mradzik@ytown.org
Jason Iacoangeli, Planning Director at jiacoangeli@ytown.org

**CHARTER TOWNSHIP OF YPSILANTI
2020 BUDGET AMENDMENT #9**

August 18, 2020

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND

Total Increase \$413,562.00

Request to increase budget to transfer funds from General Fund to 14B District Court Fund for operations such as payroll and health care. Due to the circumstances revolving around the COVID-19 pandemic, the revenue has been extremely low. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$100,000.00
		Net Revenues	<u><u>\$100,000.00</u></u>
Expenditures:	Transfer to 14B Court	101-999-000-969.236	\$100,000.00
		Net Expenditures	<u><u>\$100,000.00</u></u>

Request to increase budget for the Schooner Cove Bus Shelter project for the low bid of \$165,803 plus \$16,697 for contingency of any unforeseen issues totaling \$182,500. This will be funded by a Community Development Block Grant (CDBG) for \$138,446 and the Township portion would be funded by an appropriation for prior year fund balance of \$44,054.

Revenues:	Federal Grant CDBG	101-000-000-522.000	\$138,446.00
	Prior Year Fund Balance	101-000-000-699.000	\$44,054.00
		Net Revenues	<u><u>\$182,500.00</u></u>
Expenditures:	Bus Shelter - Capital Outlay	101-970-000-974.100	\$182,500.00
		Net Expenditures	<u><u>\$182,500.00</u></u>

Request to increase budget for the purchase of a high speed election ballot scanner for our absentee voter count board to use. This scanner is needed to accommodate the increased volume in absentee ballots we are receiving. The cost of the scanner is \$124,405 and the Clerk will be applying for a State Grant of \$30,000 with the Boards permission. This budget amendment will be contingent upon being awarded the grant. This will be funded by an Appropriation for Prior Year Fund Balance of \$94,405 and a State Grant of \$30,000.

Revenues:	State Grant	101-000-000-569.019	\$30,000.00
	Prior Year Fund Balance	101-000-000-699.000	\$94,405.00
		Net Revenues	<u><u>\$124,405.00</u></u>
Expenditures:	Equipment	101-215-000-977.000	\$124,405.00
		Net Expenditures	<u><u>\$124,405.00</u></u>

Request to increase budget for PTO payout request of 140 hours to be paid at 75%. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$3,396.00
		Net Revenues	<u><u>\$3,396.00</u></u>
Expenditures:	Salaries Pay Out - PTO & Sick	101-215-000-708.004	\$3,155.00
	FICA	101-215-000-715.000	\$241.00
		Net Expenditures	<u><u>\$3,396.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI
2020 BUDGET AMENDMENT #9**

August 18, 2020

101 - GENERAL OPERATIONS FUND - Continued

Request to increase budget for PTO payout request of 120 hours to be paid at 75%. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$3,261.00
		Net Revenues	<u>\$3,261.00</u>
Expenditures:	Salaries Pay Out - PTO & Sick	101-227-000-708.004	\$3,029.00
	FICA	101-227-000-715.000	\$232.00
		Net Expenditures	<u>\$3,261.00</u>

230 - RECREATION FUND

Total Increase \$3,000.00

Request to increase budget for an award from mParks - Rapid Response Grant in the amount of \$3,000 to create activity packs for families in an effort to promote interest in physical activity and parks. This will be funded by a grant.

Revenues:	County Grant	230-000-000-540.000	\$3,000.00
		Net Revenues	<u>\$3,000.00</u>
Expenditures:	Rec Enrichment Programs	230-751-000-740.400	\$3,000.00
		Net Expenditures	<u>\$3,000.00</u>

236 - 14 B DISTRICT COURT FUND

\$0.00

Request to accept transferred funds from General Fund to 14B District Court Funds for operations such as payroll and health care. Due to the circumstances revolving around the COVID-19 pandemic, the revenue has been extremely low. The net to the Fund Balance will be zero because we will increase the transfer in revenue line and decrease the fines and costs revenue line. This will be funded by a Transfer of cash from General Fund to 14B District Court Fund.

Revenues:	Transfer In: General Fund	236-000-000-697.000	\$100,000.00
		Net Revenues	<u>\$100,000.00</u>
Revenues	14B Ordinance Fines and Costs	236-000-000-605.001	(\$100,000.00)
		Net Expenditures	<u>(\$100,000.00)</u>

**CHARTER TOWNSHIP OF YPSILANTI
2020 BUDGET AMENDMENT #9**

August 18, 2020

252 - HYDRO STATION FUND

Total Increase \$33,918.00

Request to increase budget for repairs maintenance-machinery line, miscellaneous line, City of Ypsilanti 10% of revenue share line, and fish escrow expenditure line. The increase to repair maintenance is needed for basic repairs. The increase to the miscellaneous line is for bank fees. The increase to City share and fish escrow are a result of the higher energy revenue produced by the dam. As of July, the revenues received for dam energy produced is over the budgeted amount of \$400,000. This will be funded by increasing the revenue earned by dam productivity.

Revenues:	Ford Lake Hydro Station	252-000-000-641.003	\$22,000.00
		Net Revenues	<u><u>\$22,000.00</u></u>
Expenditures:	Repairs Maintenance-Machinery	252-252-000-930.000	\$5,000.00
	Miscellaneous	252-252-000-956.000	\$1,000.00
	City of Ypsilanti -10% revenue share	252-252-000-956.009	\$15,000.00
	Fish Escrow	252-252-000-956.019	\$1,000.00
		Net Expenditures	<u><u>\$22,000.00</u></u>

Request to increase budget to replace hydraulic components on gates 1 and 2 at the Hydro Station. This will be funded by increasing the revenue earned by dam productivity.

Revenues:	Ford Lake Hydro Station	252-000-000-641.003	\$11,918.00
		Net Revenues	<u><u>\$11,918.00</u></u>
Expenditures:	Repairs Maintenance-Machinery	252-252-000-930.000	\$11,918.00
		Net Expenditures	<u><u>\$11,918.00</u></u>

AUTHORIZATIONS AND BIDS

Motion to Amend the 2020 Budget (#9)

Move to increase the General Fund budget by \$413,562 to \$10,351,074 and approve the department line item changes as outlined.

Move to increase the Recreation Fund budget by \$3,000 to \$778,199 and approve the department line item changes as outlined.

Move to increase the Hydro Station Fund budget by \$33,918 to \$517,418 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 JARRELL ROE
MONICA ROSS WILLIAMS
JIMMIE WILSON JR.



**Green Oaks
Golf Course**

1775 E. Clark Road
Ypsilanti, MI 48198
Phone: (734) 485-0881
Fax: (734) 485-1992

ytown.org

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Director of Golf, Kirk Sherwood II, PGA

CC: Mike Hoffmeister, Residential Services Director

Date: August 10th, 2020

Subject: Request Authorization request bids for a five year lease for the golf cart fleet at Green Oaks Golf Course.

Green Oaks Golf Course is requesting permission to seek sealed bids for a new five (5) year lease for the golf cart fleet beginning on November 1st, 2020 and ending on October 31st, 2025. The current lease ends on October 31, 2020. The lease must include the months of November and December of 2020 should the weather allow for play. The golf cart lease is for a total of 68 golf carts plus 1 Utility cart to be used as a beverage cart. The lease will also include a service agreement for maintenance of the golf carts once a week during the months of April-October.

The plan is to open bids publicly at 2:00 p.m. on Friday, September 4, 2020 and bring the lease agreement back to the Board of Trustees in September.

Thank you for your time in consideration of these matters. If you have any questions in regard to this matter please feel free to contact me by email at ksherwood@ytown.org or by phone at 734-890-6287 prior to the board meeting.

Invitation to Bid
Green Oaks Golf Course
Golf Cart Fleet Lease Program



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

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INVITATION TO BID
CHARTER TOWNSHIP OF YPSILANTI

The Charter Township of Ypsilanti is accepting written competitive bids for:

Gas Powered Golf Cart Fleet Lease at Green Oaks Golf Course

Sealed bids for the Green Oaks Golf Course Golf Cart Lease will be accepted by the Ypsilanti Township Clerk's Office, 7200 S. Huron River Drive, Ypsilanti, MI, 48197, until 2:00 p.m. local time on Friday, September 4th, 2020, at which time the bids received will be publicly opened and read. Please submit two (2) bid copies. Envelopes should be clearly marked "Green Oaks Golf Carts".

The documents for bidding purposes are available beginning August 19, 2020 on the bidding section of the ytown.org website or on MITN. You may view the bidding documents at these two locations:

1. <https://ytown.org/departments-services/public-bid-postings>
2. <https://www.bidnetdirect.com/mitn/solicitations/open-bids>

Inquiries or questions regarding this opportunity to bid may be submitted to the Ypsilanti Township Clerk's Office between the hours of 8:30am – 4:30pm at 734-484-4700 to request a bid packet or for questions.

Bidding Specifications

The Charter Township of Ypsilanti is seeking a lease bid for 68 new gas powered golf carts plus one (1) beverage cart at Green Oaks Golf Course. The term of the lease is to be for five (5) years beginning on November 1st, 2020 and ending October 31, 2025 and shall include the use of carts during the months of November and December, 2020.

Bids will be accepted at a public bid opening meeting at the Ypsilanti Township Civic Center (7200 S Huron River Drive, Ypsilanti, MI 48197) at 2:00 p.m. on Friday, September 4, 2020. The most qualified bid will be recommended for approval by the Board of Trustees at their September 15th, 2020 meeting. Golf carts will be expected to be delivered no later than October 31st 2020 unless arrangements have been made for an earlier date.

Failure to fulfill Guarantee

In the event of the failure of any equipment within the guarantee period to meet the requirements of the detailed specifications, or failure to perform satisfactorily in service, such failure shall be adequate cause and justification for rejection of any or all equipment furnished under these "detailed specifications."

Inspection

Any materials, workmanship, or equipment, which may be discovered to be defective within the guarantee period, shall be removed and made good by the contractor at their expense regardless of any previous inspection or final acceptance.

Reservation of Rights

The Charter Township of Ypsilanti reserves the right to accept any bid or alternative bid proposed in whole or in part, to reject any or all bids or alternatives bids in whole or in part and to waive irregularity and/or informalities in any bid and to make the award in any manner deemed in the best interest of the Township.

Insurance

General Liability: Combined single limit of \$1,000,000 each occurrence for bodily injury & property damage. Must include 60 day written notice for change of coverage, cancellation or non-renewal of coverage. Must name "The Charter Township of Ypsilanti and its past, present and future elected officials" as additional insured on the general liability policy with respect to services provided under this contract.

Owner's Protective Policy: Combined single limit of \$1,000,000 each occurrence for bodily injury & property damage.

Cart Specifications

The following is a list of specifications to be met by the bidder for all golf carts to be used at Green Oaks Golf Course. Any deviation from these specifications must be listed at the end of this document. Green Oaks Golf Course is a municipal golf course that is owned and operated by the Charter Township of Ypsilanti.

1. Units required: 68 Gas powered Carts plus one (1) gas powered utility cart with beverage cooler insert
2. Term of the lease must be for five (5) years beginning on November 1st, 2020 and ending October 31, 2025. This shall include the months of November and December, 2020 should the carts be needed depending on the weather.
3. It is preferred that the lease should include a set percentage off of spare parts when repairs are needed.
4. Newest model available golf carts are preferred.
5. Amenities for the golf carts to include: windshields, sweater basket, hubcaps, numbers (1-68), plaque holders, cart tops, option for a cooler attachment and possible usb ports.
6. Maintenance/service agreement must be included as a monthly rate per cart. Service agreement is expected to include a visit once per week during the months of April-October. Services must be performed by a certified service technician of the company and the company must provide a contract stating the specifics of the service agreement.
7. Request of 4-6 spare tires to have on hand should flat tires occur.
8. All carts must be the same color and preferred color is gray followed by blue or black.
9. Delivery date for the golf carts should be on or before October 31st, 2020.

Bid Form
Green Oaks 2020-01

Vendor Name: _____

Phone: _____

Bidding Price: The contract term is for a five (5) year lease for 68 golf carts and one (1) utility cart with beverage insert. The term will commence on November 1, 2020 and end October 31, 2025 and must include the months of November/December 2020.

Monthly rate per cart including service agreement: \$_____

Delivery: Golf Carts are expected to be delivered F.O.B. Destination, freight prepaid no later than October 31st, 2020.

Golf Carts must be delivered to Green Oaks Golf Course at the following location:

Green Oaks Golf Course
1775 East Clark Rd.
Ypsilanti, Michigan 48198

Service: Vendor agrees to service golf carts with a certified service technician at least one time per week during the months of April-October.

The Charter Township of Ypsilanti and Green Oaks Golf Course reserves the right to reject any low bid that is deemed unsatisfactory based on service availability or location.

Exceptions: Any Exceptions from the original specifications must be listed on the lines below:

CHARTER TOWNSHIP OF YPSILANTI

INFORMATION SERVICES

Computer Support • Web Content Management • Communications Services

To: Township Board
From: Travis McDugald, IS Manager
Re: Request to approval the proposal for a Managed Detection and Response service provided by the Coffee Tree Group and permit the signing and all agreements pending legal review.
Date: August 10, 2020

On April 21st 2020 the Township Board approved a request to seek proposals for a Managed Detection and Response Service. The Township received five qualified responses listed below

Company	Year 1	Year 2	Year 3	TCO
Coffee Tree Group	\$32,100	\$32,100	\$32,100	\$96,300
CTS Companies	\$44,413	\$44,413	\$44,413	\$133,239
eSentire	\$104,984	\$104,984	\$104,984	\$314,951
Marco	\$76,744	\$0	\$0	\$76,744
Securly Managed	\$42,000	\$42,000	\$42,000	\$126,000

Township IT staff reviewed several options and found the Coffee Tree Group's proposal brings the best value to the Township.

Data and network security breaches have been too common in today's world. Both small and large organizations continue to fall victim. While the Township has yet to experience a significant network breach, we continue to be a target. The attacks we have experienced come in the form of basic "flyby's" and even directly targeted attacks where the attacker does their research.

The Township deploys several layers of protection to help reduce our chances of a compromise. These protections are just that, protection. The Township lacks the proper resources to effectively detect and respond to a breach.

These resources include technology, skillset, and available time. There is no "bolt on" and "Plug N Play" solution when it comes to security. Every day requires constant review, monitoring, and adjustments. Many of these "Plug N Play" systems are like installing a fire alarm that screams every time it sees a toaster.

Coffee Tree Group would work as an extension to the Township's IT Security team. Providing 24x7 monitoring and review of generated alerts by the installed DarkTrace appliance. Based on the severity of the alert, the Township IT staff will be notified of actions to which may need to be taken.

The Township did perform a "Proof of Value" utilizing the DarkTrace appliance. While it did not detect any severe threats, it did generate some "we should look at that" moments. This Proof of Value was conducted by installing an appliance on our network.

The threats we face from cyber-attack continue to evolve and improve. Every defense we implement someone is looking for a way around it, which is why our defenses must also evolve and improve daily.

I respectfully request the Township Board to approval the proposal for a Managed Detection and Response service provided by the Coffee Tree Group and permit the signing and all agreements pending legal review.

Thank you for your consideration.

Travis McDugald
IS Manager, Charter Township of Ypsilanti

Presented by



Featuring technology by



Business Proposal

For the
Charter Township of Ypsilanti



Prepared by:
Carlos Huntley

Date:
August, 08 2020

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Executive Overview

Today's threats are moving so fast that they can take down entire data centers in a matter of minutes. As the importance of our connectivity grows, many traditional security approaches can be overwhelmed. With attacks getting more advanced by the day, along with our digital needs growing in scale and complexity, legacy security approaches may have difficulty responding to potential threats fast enough.

CoffeeTree Group utilizes Darktrace's Cyber AI Platform to determine the best action to take, in the shortest period of time, to effectively respond to cyber-attacks.

The application of AI (artificial intelligence) to cyber-defence challenges has marked a fundamental shift in our ability to protect critical data systems and digital infrastructures. For security teams, it offers the possibility to keep pace with the ever-evolving threat landscape.



While traditional rule and signature-based solutions offer some protection against pre-identified threats, the reality is that attacks consistently develop to evade these rules and get inside your network. Powered by machine learning, CoffeeTree Group will use Darktrace's Cyber AI Platform to identify these threats before they become a crisis.

Because Darktrace technology learns about your enterprise from scratch and has a highly evolved understanding of what is "normal", it can respond to even subtle threats that have not been seen before... but which could jeopardize key systems or data.

CoffeeTree Group is able to harness the benefits of this self-learning ability and utilize Darktrace's Cyber AI Platform to uncover rare and previously unseen patterns in information, amid the noise of everyday activity, across an organization's entire network infrastructure. By detecting subtle deviations from your organization's 'pattern of life', CoffeeTree Group can distinguish friend from foe – and highlight true cyber-threats or attacks that would otherwise go unnoticed.

CoffeeTree Group will apply Darktrace technology to uniquely address the Charter Township of Ypsilanti's security concerns. The Enterprise Immune System provides real-time monitoring, alerting while detecting anomalies and cyber-threats as they emerge. Additionally, CoffeeTree Group will use the Darktrace Threat Visualizer to provide a graphical view into all aspects of the network, including cloud and virtual environments, all in a single pane of glass. CoffeeTree Group will eliminate blind spots by analyzing 100% of network traffic. This real-time monitoring, combined with our understanding of all elements of your network and 100% visibility, will allow CoffeeTree Group to comply with a wide range of regulations and standards.

Our CoffeeTree Group solution uses Darktrace because it is the world's leading machine learning company for cyber defense, and widely recognized for its transformative technology known as the Enterprise Immune System. Powered by innovative machine learning and AI algorithms, the Enterprise Immune System detects and responds to previously unidentified cyber-threats as well as insider attacks in real time.

Because Darktrace technology does not depend on rules or digital signatures, it is able to integrate well with environments that have existing legacy forms of threat protection, and also environments that have no current protection at all.

CoffeeTree Group utilizes Darktrace's technology for its innovative approach, which has made it the cyber security provider of choice for a wide range of industries including energy and critical infrastructure, telecommunications, financial services, the legal sector, healthcare, retail, media and government.

Darktrace technology has been recognized by Gartner as an "innovative" product and as a 'Technology Pioneer' by the World Economic Forum as well as being named a finalist for the Royal Academy of Engineering's MacRobert Award. Darktrace technology has fundamentally shifted the cyber security paradigm for thousands of organizations, enabling them to detect threats that would otherwise have gone unseen by traditional approaches and respond with surgical accuracy.

“Darktrace is the cornerstone of our cyber security strategy.”

Rich Malewicz, CIO, **Livingston County, Michigan**

<https://vimeo.com/245383937>

CoffeeTree Group's proposed Darktrace technology solution protects more than 100 public sector organizations and 70 US municipalities. Darktrace technology responds to an emerging threat every 3 seconds worldwide and is relied upon by over 3,000 customers globally, protecting and defending some of the most sensitive data and mission-critical infrastructure for some of the largest organizations in the world.

Darktrace technology:

- Defends the largest rapid transit system in world
- Protects one of the world's first 5G smart cities
- Defends the leading provider of cloud-based travel services in 230 countries
- Protects the world's second largest sports league
- Protected a healthcare system from the Wannacry ransomware
- Safeguards the IP behind the world's fastest SSD
- Defeated a world-leading Red Team on day 0 of their operation
- Shielded the CFO of a large financial services provider from a personalized phishing attack
- Monitors supply chain risk from world-leading ICT communications and smart devices companies

Charter Township of Ypsilanti: Key Security Areas

The overall available attack area is growing and will continue to change in ways we cannot anticipate. Enterprise networks have been extended into the cloud, virtualized environments, and SaaS applications, and routinely use mobile devices and remote access tools. Adding a further layer of complexity, the Internet of Things has brought wearables and a myriad of other devices into environments. This constant elaboration of network infrastructure has progressively undermined the enterprise boundary, which forms the basis of the traditional cyber security paradigm.

As networks continue to grow, attackers are finding new and insidious ways to undermine old-fashioned security protocols. The threat posed by insider-related activity is also expanding. These incidents are not necessarily malicious; however, the increasing digitization of everyday work processes means that legitimate network users can expose data and systems to significant vulnerabilities. Compounding this challenge, new strategies employed by cyber-attackers may strike at computer or machine speed, far surpassing the response time of traditional processes.

Internal Visibility

The difference between legitimate processes and attacker movement is often subtle; being able to distinguish the latter is paramount to maintaining system integrity. For example, both attackers and IT teams alike may conduct network-scanning in order to identify vulnerabilities in the internal infrastructure. In our first Threat Incident Discussion, Darktrace detected a device performing reconnaissance of the network, attempting to locate vulnerable file shares and available resources. The continual learning of expected patterns of connectivity and activity will allow CoffeeTree Group to use Darktrace in order to differentiate between known network scans and anomalous scans, which are more likely to indicate an insider threat. This also provides the security team with unparalleled visibility over all types of user activities on the network. Using Darktrace technology, CoffeeTree Group can build a 'pattern of life' for every user, server and device across your entire digital footprint, meaning that we can spot abnormalities and threatening behavior even when it originates from inside an organization. In the third Threat Incident Discussion, CoffeeTree Group used Darktrace technology to detect a device accessing a file that appeared to contain sensitive credential information. The presence of unencrypted password storage files can be exploited by a malicious actor within the network looking to quickly augment their access privileges. Recently around the world, a large proportion of high-profile network compromises have been achieved through the abuse of legitimate credentials. Ypsilanti's ability to control both privileged access and on the spot anomalous access will significantly increase your overall cyber health.

Malware Risks & External Threats

CoffeeTree Group will utilize Darktrace technology to detect and prevent theft, disruption, and compromise caused by phishing attacks and other external threats to the Ypsilanti network. Legacy perimeter defenses increasingly struggle to block all malicious material from penetrating, and traditional signature-based detection solutions are becoming redundant in the face of sophisticated novel attacks. Infected devices change their behavior as they try to communicate with online attackers, resulting in 'beaconing' connections to destinations which no other enterprise computers are talking to. In the first Threat Incident Discussion, we talked about a device which connected in an unusual manner with multiple rare external locations. Anomalous outgoing communication is often a sign of malware undertaking the next stage of network compromise – to exfiltrate data or receive further instructions. In the second Threat Incident Discussion, it was revealed that another device connected in a pattern similar to that of a new software running in the system, looking for updates. Downloads from untrusted sources risk bringing malicious or unwanted material into the network. However, before any infection takes place CoffeeTree Group will use Darktrace technology to detect downloads of uncommon files, allowing for immediate investigation and removal, as mentioned in the third Threat Incident Discussion when a device downloaded an executable file from an anomalous source. It is the Darktrace anomaly detection and behavioral modelling approach that allows CoffeeTree Group to flag malware threats without relying on a list of pre-defined malicious websites.

Incident Summary

The below summarizes incidents presented by CoffeeTree Group during your Darktrace Proof of Value, which took place on a selected environment within your digital infrastructure.

Incident Summary	Associated Threat	Report Reference
Data uploads to non-enterprise locations including cloud-storage and file-sharing platforms	Controlling data leakage of IP, customer and employee information. In regulated industries and under compliance regimes such as GDPR this is an essential security function.	001
Reconnaissance efforts	Discovering an attacker as they try and identify targets or move laterally through the network can halt an attack before further damage takes place.	001
Possible malware communication identified	Discovering malicious attacker communication early can significantly reduce the harm they can do in your business.	001 and 002
New login using administrative credentials	Administrative credentials offer highly privileged network access and will be targeted by attackers. Your ability to control privilege accesses will significantly increase your overall cyber health.	002
Suspicious file download	Files downloaded from unknown sources might contain malware or other unwanted software which could cause host infection.	003
Sensitive file access	Password files stored unencrypted can be easily exploited by malicious actors and allow access to privileged resources.	003

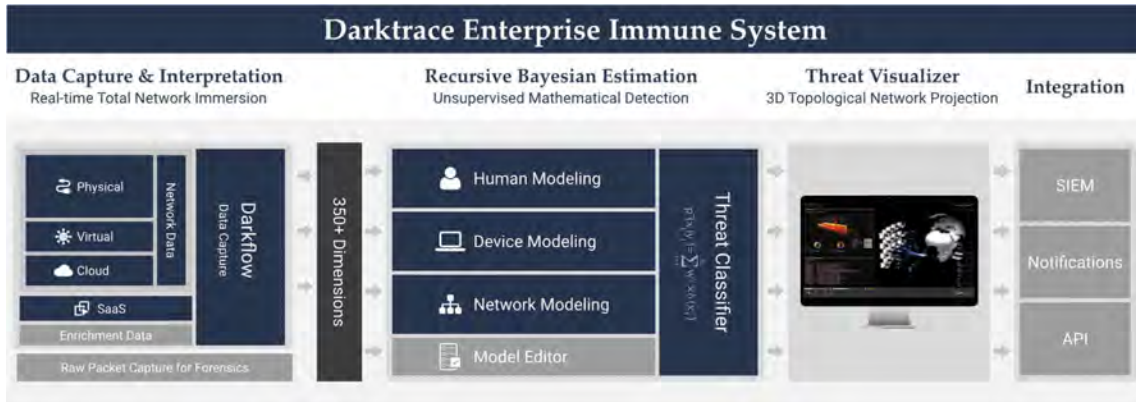
Many of these items would not have been identified in the legacy approach to cyber security, which rests on the assumption that threats can be defined in advance and prevented through rules and signatures. This strategy can detect threats with known signatures but is unable to adapt to novel attacks or latent threats that are as yet undiscovered.

Organizations relying exclusively on the legacy approach invest in perimeter controls in an attempt to protect their networks from malicious actors. The fundamental limitation to this rules-based approach lies in the exceptions. The nuances of context that make a rule appropriate in one scenario, but inappropriate in another, cannot be captured by the binary logic of rules stacks.

The result of using rules-based systems is a large number of false alarms and missed attacks. As false positives accumulate, confidence in the alarm system is undermined...and a system with regular false alarms is one of the best environments to attack. With the rate at which threats are changing, it is impossible for anyone to pre-emptively write rules for tomorrow's threats, making the rule-based approach perpetually a step behind.

The Enterprise Immune System

CoffeeTree Group has selected the Darktrace technology because it can be delivered as a physical appliance or a virtual machine in the cloud. The appliance monitors data in real time, without disrupting network operations, and provides instant visibility into all network activity, notifying of in-progress attacks or emerging threats.



Key benefits of the Enterprise Immune System

- **Self-learning** – learns on the job
- **Adaptive** – evolves with your organization
- **Probabilistic** – understands the likelihood of a threat
- **Fight back** – autonomously responds to high-priority incidents
- **Real-time** – detects threats as they emerge
- **Works from day one** – delivers instant value
- **No false positives** – identifies subtle, weak indicators
- **Data agnostic** – ingests all data sources
- **Highly accurate** – models human, device, and enterprise activity
- **Scalable** – largest deployment has over 1 million users
- **All networks & devices** – works on physical and virtual networks, cloud, ICS

The Threat Visualizer

CoffeeTree Group will utilize the Threat Visualizer, which is Darktrace's unique 3D graphical interface, providing total visibility of all network activity, including both traditional and non-traditional IT. The Threat Visualizer can be viewed by others in the enterprise as well, and is designed for users with varying levels of experience. For example, business executives and leadership teams can use the Dynamic Threat Dashboard and global map to understand activity and threats at a high-level; CoffeeTree analysts can gain context around alerts for investigation; and experienced cyber analysts can drill down into specific incidents in great detail.

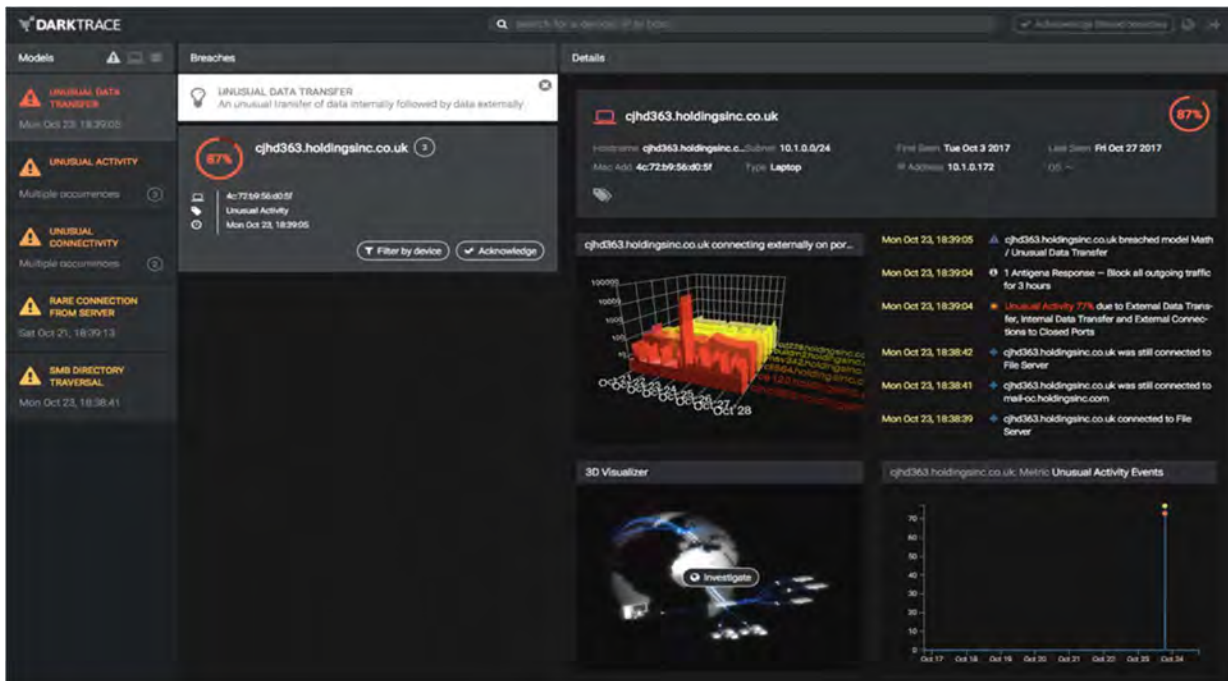
Accessible via a web browser and on mobile devices, the Threat Visualizer provides an instant overview of what is happening in the enterprise globally, and visually representing all network activity and connections between all machines and users (internally and externally). CoffeeTree Group will display threat alerts and anomalies in order of priority, and also at a more granular level, allowing you to drill down and view specific clusters of activity, subnets, and events.

As an investigation tool, the Threat Visualizer also enables you to replay historical activity within the context of an incident. Also, it is possible to customize the sensitivity of threat alerts, integrate with third-party dashboards, or create and manage specific custom models.

The Threat Visualizer depicting the connections between desktops and a server



The Dynamic Threat Dashboard displaying a high-level overview of alerts



Key Benefits of the Threat Visualizer

- 3D visualization of entire network topology
- Searchable logs and events
- Replay of historical data
- Concise summary of overall network activity for devices and external IPs
- Designed for both executives and security analysts

Customer Testimonials

Michael Sherwood, CIO, City of Las Vegas

"We no longer live in an era where cyber-attacks are limited to the desktop or server[...]Darktrace's machine learning approach provides unprecedented awareness across both our IT and OT networks, making it uniquely capable of fighting the battle before it has truly begun."

Mark Hughes, President of Security, BT

"Darktrace's machine learning and mathematics are extremely powerful in detecting activity that is abnormal and will be critical to our future cyber security."

Will Bailey, Director of IT, Catholic Charities of Santa Clara County

"Darktrace can detect threats that no other security tool would find. The machine learning technology is totally unique."

Vari Bindra, Head of Cyber Defense, Blackhawk Network

"Darktrace has reduced the mean time to detect intrusions by 40%."

Terrell Johnson, Systems and Networks Manager, Sunsweet Growers

"The Enterprise Immune System has revolutionized our security. The amount of visibility we achieve from its machine learning approach is unmatched. We are now finding anomalies, in real-time, that would have taken us weeks, or even months, to find on our own."

Thomas Brandl, Senior Director, Information Security, Human Longevity Inc.

"Darktrace's technology is invaluable to us. At Human Longevity, we are dedicated to developing the most advanced technologies in genome sequence analysis, and security is a top priority. Darktrace supports that innovation because it can deal with constantly adapting environments – the 'immune system' technology moves with us, as we evolve as a company."

Louis Kangurs, Head of IT Services, Virgin Trains

"Darktrace is a game-changer because now we have a baseline of how our users, devices and network operate and how that changes over time with our business.."

Martin Sloan, Head of Safety and Security, Drax

"Darktrace's technology adds another level of sophistication to our defense systems, and has already identified threats with the potential to disrupt our networks [...] It helps us stay ahead of emerging threats and better defend our key systems."

Stuart Berman, Information Security Architect, Steelcase

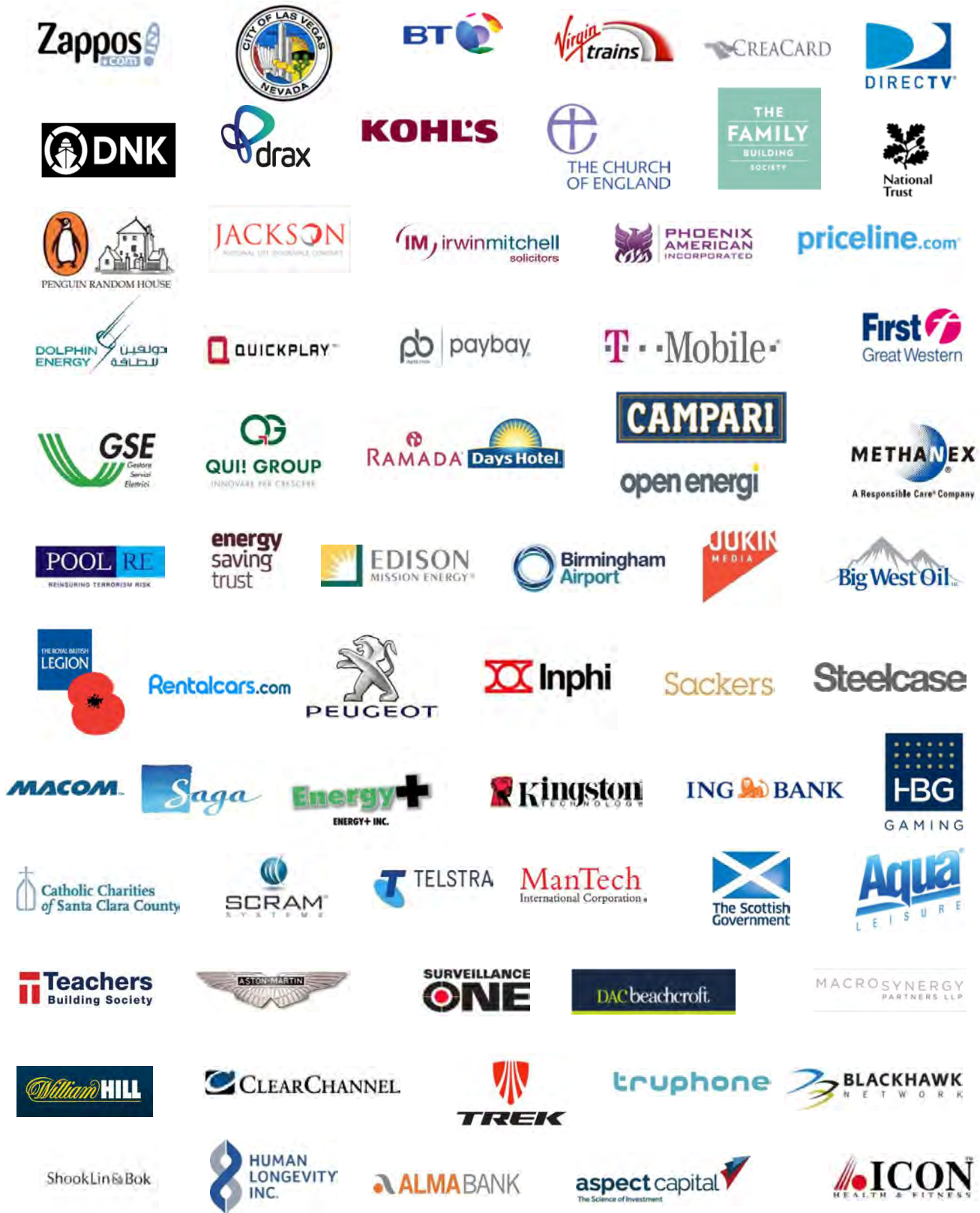
"Machine learning can detect things that we can't predict and define. It's like finding a needle in an enormous haystack. We like the 'immune system' approach because it doesn't assume what 'bad' behavior looks like. So we don't need to have experienced a threat before, in order to be protected against it."

Laura Whitt-Winyard, Director of Information Security, Billtrust

"The day Darktrace deployed we saw return on our investment."

Conor Claxton, Chief Operating Officer, Macrosynergy Partners

"Darktrace shines a light onto our systems, giving us a visual overview of what's really happening 'under the hood' – instead of relying on guesswork. Investors are increasingly demanding best-of-class technology to defend their managed assets, and Darktrace's 'immune system' solution gives us that."



Analyst Recognition

Earl Perkins, Research VP, Gartner

"...enterprises that require a cybersecurity solution for IT, OT and physical environments will find Darktrace an effective tool for real-time advanced threat detection..."

Eric Ogren, Senior Security Analyst, 451 Research

"Antigena represents an important step in behavior analytics evolving to an active defense that traditional systems cannot match."

Mike Sapien, Chief Analyst, Ovum

"...[Darktrace's] product offering puts [it] well ahead of the game and makes it a compelling candidate for any enterprise's security tooling plans going forward."

Martin Whitworth, Senior Research/Industry Analyst, Forrester

"The behavioural analytics honed by Darktrace is necessary because IT executives are drowning in data, with lots of potential for false alarms."

Gyanee Dewnarain, Research VP, Gartner

"Darktrace leverages advanced machine learning and mathematics to build powerful behavioural models of 'normality'...[enabling] organizations to detect live or in-progress cyber threats, whether they originate from outside or within the organization."

Eric Ogren, Senior Security Analyst, 451

"...Darktrace acts faster than any security practitioner could to prevent damage from attacks such as ransomware, which would encrypt sensitive data well before a human could respond to an alert."

Rik Turner, Principal Analyst, Ovum

*"The incorporation of unsupervised, supervised, and deep learning into its product offering puts Darktrace **well ahead of the game** and makes it a compelling candidate for any enterprise's cyber security tooling plans."*

Awards and Industry Recognition



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 proposals for qualifications for consulting services resulting in the development of a rebuilt Township Website to be brought back to the Board for review.
Date: August 10, 2020

While the Township has significant internal talent, we simply do not know what we do not know. While IT staff may find the current site easy to navigate, we have heard from others they find it difficult. Other departments may have a difficult time seeing past their own needs, and we simply cannot put everything on the home page.

The Township currently provides a significant amount of content on its Website. With roughly 600 active menu items, developing an intuitive system to accommodate such a large range of site visitors can be cumbersome.

This request is to seek outside assistance in the creation of a priorities list of features and assist the Township in developing design specifications so comprehensive RFP may be published, as well as assisting in the review process so that the Township selects the most qualified response.

I respectfully request the Township Board to allow Computer Support to seek qualifications for hiring of a Website consultant, and bring a recommendation back to the Board for consideration.

Thank you for your consideration.

Travis McDugald
IS Manager, Charter Township of Ypsilanti

Charter Township of Ypsilanti



RFQ-2020-08-WEBSITE

Website Revamp Consultant

Abstract

The Charter Township of Ypsilanti is soliciting proposals from qualified organizations to provide:
Consulting services resulting in the development of a Request for Proposals for the Township's
public Website

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:	2020-09-25 @ 3PM EDT Questions will be compiled weekly and answers posted to Bidnet by 6pm each Friday
Bid Deadline:	2020-10-02 @ 3:00 PM EDT Ypsilanti Township - Clerks Office RFQ-2020-08-Website 7200 South Huron River Drive Ypsilanti, MI 48197 Bids must be received by the deadline by postal services or drop into the "Drop Off" bin located at the Township Civic Center.
Bid Opening:	2020-10-02 @ 3PM EDT Ypsilanti Township 7200 South Huron River Drive Ypsilanti, MI 48197
Project Coordinator:	Travis McDugald IS Manager rfp@ytown.org
Required Bid Copies	1
Electronic Submissions Allowed	Yes – Through Bidnet/MITN Only
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

Zoom Information

None

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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 development, design, and consulting services resulting in the creation of a formal Request for Proposals to rebuild the Township’s public Website. More information may be found at <http://ytown.org/public-bid-postings>.

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](#).
- 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 responses.
- 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. **Addendums** - Any interpretations, corrections or changes to the specifications and plans will be made by addendum no later than forty-eight hours prior to the bid opening. Addendums 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.
- 1.27. **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.

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 RFQ is to find an organization able to assist and oversee the creation, publications, and review of a Request for Proposals (RFP) to rebuild the Charter Township of Ypsilanti's public Website.

13.2. Responsibilities:

- 13.2.1. Assist the Township in the discovery of services the Township can provide through its public Website.
- 13.2.2. Assist the Township in defining and prioritizes the services a new Website should provide to its users.
- 13.2.3. Assist the Township in the development of design specification to be used in a formal RFP for a rebuild of the Township's Website
- 13.2.4. Assist the Township in the development of "Content Creation and Posting Guideless" for Township staff.
- 13.2.5. Assist the Township in the promotion of its published RFP to increase the number of qualified responses.
- 13.2.6. Assist the Township in the review of qualified responses to the RFP.
- 13.2.7. Work with various Township departments to ensure each departments needs are heard and evaluated.

13.3. Submission Exceptions.

13.3.1. Cover Letter

A cover letter, not exceeding two (2) pages in length, shall summarize key qualifications of the lead firm. It shall also identify sub-consultant(s) or joint venture arrangements. The letter must be signed by the person(s) authorized to legally bind the lead firm. If the respondent considers any of the terms or scope of required services to be unacceptable, the respondent should identify those which are so and cite appropriate reasons in the submitted cover letter. Those factors will be considered in the evaluation and selection process.

13.3.2. Understanding of the Project and Work Approach

Based upon the Scope of Work, outline your firm's approach and tools used to ensure success.

13.3.3. Experience with Similar Projects

To demonstrate its experience, the respondent should include a brief summary of each project, the firm's role, the project location, client name, address and telephone number and key contact person. Providing project profiles and public links of similar projects is encouraged.

13.3.4. Organization's Resources, Capabilities, and Availability.

Describe the capability of the organization to commit the personnel and resources necessary to carry out the project and to begin work within 30 days of selection.

13.3.5. Key Personnel

Describe the proposed project team, the Project Manager, team members and any sub-consultants with a description of the specific responsibilities of each person or sub-consultant relative to the design and implementation of the project and an estimate of the percentage of time dedicated to the project for each team member. Include a resume, not to exceed one-page, for each key team member and sub-consultant.

Form B: Details Costs

Labor Costs

Line	Item	Qty	Price
1	Base Hourly Rate	Per Hour	
2	Billed Increments	Per Minute	

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:

- 20.5 Consulting Hours.

\$

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: _____ Title: _____ Date: _____

(Signature)

(Typed or printed name)

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>Website Revamp</u>	Buyer Initials
	Solicitation Event Number: <u>RFQ-2020-08-Website</u>	
	Due Date: 2020-10-02 @ 3:00 PM EDT	TVM
	DELIVER TO: Charter Township of Ypsilanti Township Clerk 7200 S. Huron River Dr. Ypsilanti, MI 48197	

OTHER BUSINESS

BOARD MEMBER UPDATES
