

CHARTER TOWNSHIP OF YPSILANTI BOARD OF TRUSTEES

Supervisor

BRENDA L. STUMBO

Clerk

HEATHER JARRELL ROE

Treasurer

STAN ELDRIDGE

Trustees

RYAN HUNTER

JOHN P. NEWMAN

GLORIA PETERSON

DEBBIE SWANSON

June 6th, 2023

4:30pm

SPECIAL BOARD MEETING

Ypsilanti Township Civic Center

7200 S. Huron River Drive

Ypsilanti, MI 48197



**YPSILANTI
TOWNSHIP**
— WHERE YOUR FUTURE GROWS —

Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK HEATHER JARRELL ROE • TREASURER STAN ELDRIDGE
TRUSTEES: RYAN HUNTER • JOHN P. NEWMAN II • GLORIA PETERSON • DEBBIE SWANSON

SPECIAL MEETING AGENDA

TUESDAY, JUNE 6, 2023

4:30 P.M.

A Special Meeting of the Charter Township of Ypsilanti Board of Trustees has been called by Supervisor Brenda Stumbo, Clerk Heather Jarrell Roe and Treasurer Stan Eldridge for the following:

SPECIAL BUSINESS

1. Request authorization to seek sealed bids for two (2) new Recreation Passenger Buses (ARPA Funding)
2. Request to approve agreement with Washtenaw County for Barrier Busters three year contract in the amount of \$450,000 (ARPA Funding)
3. Request authorization to purchase a software upgrade for courtroom recording software 3 year annual license at \$4300 per year contingent upon a budget amendment
4. Request authorization to seek sealed bids for Community Center Ball Field Lighting (ARPA Funding)
5. Request authorization to seek quotes for monthly newsletter to Ypsilanti Township Community
6. Request authorization to approve OHM to provide professional services for preliminary engineering, design and bidding for the Ypsilanti Township Civic Center Parking Lot Improvements (ARPA Funding)
7. Request authorization to approve Spicer Group to provide professional services for preliminary engineering, design and bidding for the Ypsilanti Township ARPA parks projects in West Willow, Burns, Ford Heritage, Ford Lake and Lakeside Parks (ARPA Funding)
8. Request authorization to seek sealed bids for renovations to the community resource center located at 2057 Tyler Rd (ARPA Funding)

9. Request authorization to approve Stantec Consulting to provide professional services for preliminary engineering and conceptual design for the Ypsilanti Township Community Center Bathroom Improvements and replacement of galvanized pipes (ARPA Funding)
10. Budget Amendment #8



MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: John Hines, Recreation Director

CC: Nichole Passmore, Recreation Coordinator

Date: May 31st, 2023

RE: **Request Authorization to seek two (2) sealed bids for two (2) new Recreation Passenger Buses.**

The Recreation Department is requesting authorization to seek sealed bids for two (2) new Recreation Passenger Buses. This purchase is budgeted in GL #282-901-981.045.

At the May 23, 2023 special Board Meeting, the BOT approved resolution 2023-07, which designated ARPA funds to various needed projects for the township. Project #8 is the replacement of the 50 & Beyond bus for the Recreation Department. Due to the frequent use, age and the repair costs incurred by the current vehicle Recreation Department staff made this request. Staff are seeking to purchase two (2) new buses as replacements. These new vehicles will be smaller than the current model, which will be a benefit in finding applicants to drive, more cost effective with taking trips and allow us to broaden the program capabilities. If approved, the current bus will be sold via township auction.

Bids will be accepted on Thursday, June 22nd at which time they will be publicly opened at 10:00 a.m. Staff will return to the Board of Trustees to recommend and award the purchase of vehicle.

John Hines
Recreation Director
jhines@ypsitownship.org
734-544-3817

The Charter Township of Ypsilanti is seeking bids for:

12 passenger + 2 Wheelchair, Non-CDL shuttle bus

Sealed bids for a new 12 passenger + 2 Wheelchair, Non-CDL shuttle bus for the Recreation Department received by Ypsilanti Township Clerk's Office, at 7200 S. Huron River Drive, Ypsilanti, MI 48197 until **June 22, 2023 at 10:00 a.m.** local time at which time bids received will be publicly opened and read. Bids may be submitted in person to the Ypsilanti Township Clerk's Office labeled "Recreation Dept Shuttle Bus" or via MITN. Bids sent via email or by any other electronic means will not be accepted. For questions related to the bid, please contact Deputy Clerk, Lisa Stanfield at lstanfield@ypsitownship.org .

Charter Township of Ypsilanti
Clerk Heather Jarrell Roe
7200 S. Huron River Drive, Ypsilanti, MI 48197

GENERAL SPECIFICATIONS

All vehicles must be new and of the manufacturer's current models in production at the time of delivery. All standard or optional equipment to be included shall be as advertised by the manufacturer (OEM) and factory installed and shall not consist of substitute or aftermarket equipment. Optional equipment not available from the factory may be dealer installed.

Upon delivery of the vehicle from the dealer to the Ordering Entity

- Itemize pricing with total cost (should include all items listed in the deliverables section above as well as fees and delivery
- Vendor to include an estimated time of delivery
- The Township will issue a Purchase Order for the approved amount.
- The vendor will invoice the Township after delivery
- Vendor will allow up to 45 days for the Township to pay invoice without interest penalty.
- PO will be proof of Township commitment to purchase

12 passenger + 2 Wheelchair, Non-CDL shuttle bus; Current year.

- 22' 8" Vehicle length (Bumper to Bumper)
- All fiberglass body, wheelwells, and stepwell
- 31" wide entry doorway
- Driver operated electric entry doors w/ exterior keylock
- Fuel plate access cover
- Left & Right entry assist handrails
- Left hand entry stanchion and modesty panel
- Behind driver stanchion and modesty panel
- Walker storage straps rear wall
- Rear door 34 x 60 with window
- Rear door ajar buzzer
- Insulated walls and ceiling
- Rear seat capacity (12)

- Rear A/C system
- Rear heater system
- Back up camera in rearview mirror, Back up alarm
- LED Exterior lighting package
- LED side directional exterior lights
- LED Interior lighting package
- ADA compliant wheelchair lift up to 1000 lb.
- 4 wheelchair tiedowns w/shoulder belts
- RH rear double wheelchair lift doors w/windows
- Automatic Trans w/ OD
- 158" Wheelbase
- 7.3 liter V-8 engine
- Streetside exhaust
- Front & rear mud flaps
- Cruise control
- Tilt steering
- Power steering
- Power heated/remote exterior mirrors
- Driver side running board- diamond plate
- Front OEM A/C & heat
- Power anti-lock brakes
- Dual rear wheels
- Rear tow hooks
- (6) 16" Steel radial tires
- Driver Air Bag
- HD batteries & alternator
- H.D. suspension
- Keys; (2) added set (total = 4 sets) w/ code numbers; incl. with vehicle upon delivery
- VEHICLES SHALL TO BE EQUIPPED IN COMPLIANCE WITH ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY STANDARDS AND REGULATIONS. ALL VEHICLES MUST BE EQUIPPED TO COMPLY WITH ALL REQUIREMENTS OF THE MICHIGAN MOTOR VEHICLE CODE.
- ALL QUOTES SHAL BE DELIVERED PRICES, ALL FEES & DELIVERY INCLUDED!
- Charter Township of Ypsilanti is Tax Exempt and can supply proper documents.

Pre-delivery inspection and servicing: The term "Pre-Delivery Service and Inspection" as used in State of Michigan Specifications includes the following:

1. General appearance of body both interior and exterior for completeness and quality of workmanship.
2. Lubrication and fluid levels and correcting any leaks:
 - a. Radiator
 - b. Windshield Washer
 - c. Battery
 - d. Power steering pump

- e. Brake master cylinder
- f. Engine oil
- g. Transmission fluid level.

3. Mechanical operation of vehicle:

- a. Steering gear and linkage
- b. Suspension assembly, front and rear
- c. Proper tire pressure to normal rated road requirements
- d. Hood latch
- e. Head lights, aim and adjust
- f. Front wheel toe in and torque wheel nuts
- g. Seat and shoulder belts operative
- h. All locks and latches to be operative
- i. Windshield wiper and washer to be operative
- j. Proper adjustment to all drive belts

4. A check of all electrical operations to include: headlights, side marker lights, temperature, alternator, oil pressure lights, parking lights, stop and tail lights, directional signals, emergency flasher and parking brake lights.

5. Miscellaneous items to be furnished:

- a. Manufacturers Window Sticker shall not be removed from vehicle.
- b. Odometer Certification, vehicle window sticker, or line setting ticket, and Vehicle Curb Weight at time of delivery.
- c. Manufacturers or Dealers Pre-Delivery Check Sheet.
- d. Vehicle shall have a minimum of one fourth ($\frac{1}{4}$) tank of Fuel when delivered.
- e. Warranty Plate and Operators Manual(s) shall be delivered with vehicle at no cost to the State of Michigan.
- f. Completed RD108 application for title form.
- g. Invoice for each vehicle at the time of delivery.
- h. Vehicle Order Confirmation Sheet.

6. Deliveries shall be between the hours of 8 AM and 3 PM. No Weekend or Holiday Deliveries will be accepted.

Forty-eight (48) hour notice required prior to delivery.

Note: No dealer advertising decals are to be on vehicle.

It is intended that vehicles delivered in accordance with the Michigan specifications will be complete, including mechanical details, general workmanship and appearance, and shall be delivered complete with all warranty service books and identification plate.

Failure to adhere to specifications may be reason to delay payment.

The Charter Township of Ypsilanti is seeking bids for:

15 Passenger, Non-CDL shuttle bus

Sealed bids for a new 15 Passenger, Non-CDL shuttle bus for the Recreation Department received by Ypsilanti Township Clerk's Office, at 7200 S. Huron River Drive, Ypsilanti, MI 48197 until **June 22, 2023 at 10:00 a.m.** local time at which time bids received will be publicly opened and read. Bids may be submitted in person to the Ypsilanti Township Clerk's Office labeled "Recreation Dept Shuttle Bus" or via MITN. Bids sent via email or by any other electronic means will not be accepted. For questions related to the bid, please contact Deputy Clerk, Lisa Stanfield at lstanfield@ypsitownship.org.

Charter Township of Ypsilanti
Clerk Heather Jarrell Roe
7200 S. Huron River Drive, Ypsilanti, MI 48197

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15 Passenger, Non-CDL shuttle bus; Current year.

- 22' 8" Vehicle length (Bumper to Bumper)
- All fiberglass body, wheelwells, and stepwell
- 31" wide entry doorway
- Driver operated electric entry doors w/ exterior keylock
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- Left & Right entry assist handrails
- Left hand entry stanchion and modesty panel
- Behind driver stanchion and modesty panel
- Walker storage straps rear wall
- Rear door 34 x 60 with window
- Rear door ajar buzzer
- Insulated walls and ceiling
- Rear seat capacity (15)

- Rear A/C system
- Rear heater system
- Back up camera in rearview mirror, Back up alarm
- LED Exterior lighting package
- LED side directional exterior lights
- LED Interior lighting package
- Automatic Trans w/ OD
- 158" Wheelbase
- 7.3 liter V-8 engine
- Streetside exhaust
- Front & rear mud flaps
- Cruise control
- Tilt steering
- Power steering
- Power heated/remote exterior mirrors
- Driver side running board- diamond plate
- Front OEM A/C & heat
- Power anti-lock brakes
- Dual rear wheels
- Rear tow hooks
- (6) 16" Steel radial tires
- Driver Air Bag
- HD batteries & alternator
- H.D. suspension
- Keys; (2) added set (total = 4 sets) w/ code numbers; incl. with vehicle upon delivery
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 - c. Battery
 - d. Power steering pump
 - e. Brake master cylinder
 - f. Engine oil

g. Transmission fluid level.

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- a. Steering gear and linkage
- b. Suspension assembly, front and rear
- c. Proper tire pressure to normal rated road requirements
- d. Hood latch
- e. Head lights, aim and adjust
- f. Front wheel toe in and torque wheel nuts
- g. Seat and shoulder belts operative
- h. All locks and latches to be operative
- i. Windshield wiper and washer to be operative
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Failure to adhere to specifications may be reason to delay payment.

Township Supervisor
Brenda L. Stumbo
Township Clerk
Heather Jarrell Roe
Township Treasurer
Stan Eldridge



**YPSILANTI
TOWNSHIP**
— OFFICE OF THE SUPERVISOR —

Trustees
Ryan Hunter
John Newman II
Gloria Peterson
Debbie Swanson

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Brenda Stumbo, Township Supervisor

Date: May 31, 2023

RE: Request to approve agreement with Washtenaw County for Barrier Busters three-year contract in the amount of \$450,000 to be paid from line 282-602-810.000, contingent on budget amendment

The Supervisor's Office is requesting approval of the attached Barrier Busters contract with Washtenaw County. This is a three-year contract starting June 2023 through December 2025. This contract has been reviewed and approved by legal counsel.

At the May 23, 2023, Board of Trustees special meeting, \$450,000 in ARPA funds were allocated for Barrier Busters. These funds will be paid in three installments of \$150,000 per year. An expenditure line "Barrier Busters Collaboration" was created in the budget, number 282-602-810.000.

These ARPA dollars will provide our residents with a safety net through Barrier Busters during these difficult economic times in which communities are dealing with the aftermath of the COVID pandemic. Some of the support services that will be provided with these ARPA dollars can be used for emergency housing, utility needs, transportation, and accessibility ramps to name a few.

Thank you for your consideration.

cc: McLain & Winters, Township Attorneys
Laurie Lutomski, Community Resource Coordinator

CONTRACT
Charter Township of Ypsilanti

AGREEMENT is made for the three (3) year period spanning June, 2023 through December 2025, by the Charter Township of Ypsilanti located at 7200 S. Huron River Drive, Ypsilanti, MI 48197, and the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107("County").

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

ARTICLE I - SCOPE OF SERVICES

The COUNTY will provide emergency basic need assistance including, but not limited to, assistance with housing, utility needs, transportation(including car repairs), structural ramps and health needs to residents of Washtenaw County, specifically and especially residents of the Charter Township of Ypsilanti, who meet the criteria of the Barrier Busters Program.

The COUNTY will report quarterly on the provision of services in a manner and method mutually agreeable to the parties. At a minimum, the County will report on the number of persons served, the services provided and, if practicable the direct benefit to the citizens of the Charter Township of Ypsilanti, regardless of whether they receive services.

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices, The Charter Township of Ypsilanti will pay the COUNTY an amount not to exceed 150,000.00 of ARPA funds per year for three(3) years for a total of \$450,000.00. The compensation will be directed to the delivery of services and not overhead or administrative fees.

ARTICLE III - TERM

This contract begins on the date of this agreement and ends on December 31st, 2025.

ARTICLE IV - EQUAL EMPLOYMENT OPPORTUNITY

The County 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 County 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 County 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 County, 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 V - EQUAL ACCESS

The County shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE VI - ASSIGNS AND SUCCESSORS

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

ARTICLE VII - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE VIII - CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the Charter Township of Ypsilanti and the County, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE IX - CHOICE OF LAW AND FORUM

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

ARTICLE X - EXTENT OF CONTRACT

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

ARTICLE XI – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO:

WASHTENAW COUNTY

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

By: _____
Gregory Dill (DATE)
County Administrator

APPROVED AS TO CONTENT:

CHARTER TOWNSHIP OF YPSILANTI:

By: _____
Office of Community & Economic (DATE)
Development, Director

By: _____
Brenda Stumbo (DATE)
Township Supervisor

APPROVED AS TO FORM:

By: _____
Heather Jarrell Roe (DATE)
Township Clerk

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



14-B DISTRICT COURT

7200 SOUTH HURON RIVER DRIVE
YPSILANTI, MICHIGAN 48197-7099

CRIMINAL/TRAFFIC (734) 483-1333
CIVIL (734) 483-5300
FAX (734) 483-3630



HON. ERANE C. WASHINGTON
DISTRICT COURT JUDGE

MARK W. NELSON
MAGISTRATE

To: Heather Jarell Roe, Clerk
From: Mark Nelson, Magistrate / Court Administrator
Re: Request to authorize the purchase of software upgrade for courtroom recording software 3 year annual license at \$4300 per year. This would require a budget increase to line item 236.286.819.006 for 2023 in the amount of \$4300.
Date: May 30, 2023

The 14B Court is requesting approval of the attached purchase order to upgrade to the current version of For The Record (FTR) recording software. This is the software the Court currently uses in each courtroom to record proceedings as required by State law and court rule. Our current version of the software will not accommodate the next version of Windows. The Court has no choice but to upgrade to the next version of Windows, so we must update FTR to be compatible.

FTR is the software we currently use, so it is necessary to upgrade to its most recent version. Since this is a version upgrade, we cannot bid the software out, there is only one supplier for the software.

To accommodate this unplanned for need to update, the Court is requesting a line item increase to line 236.286.819.006 in the amount of \$4300 for the software license.

Attached is a copy of the order form and Master Service Terms and Conditions. If any additional information is needed, please do not hesitate to contact me.



For The Record

1401 17th Street, Suite 525
Denver, CO 80202

This For The Record Master Software Service Agreement Order Form (the "Initial Order Form") is by and between FTR Limited ("For The Record" or "FTR") and the entity listed as Client below ("Client"). This Initial Order Form is governed by the Master Service Terms and Conditions attached hereto (the "Service Terms"). All capitalized terms not defined herein have the meaning given to them in the Service Terms. The parties cause this Initial Order Form to be executed by their authorized representatives as of the Effective Date set forth below ("Effective Date"). In the event of any conflict between this Initial Order Form and the Service Terms, the terms set forth in this Initial Order Form will prevail, but solely with respect to this Initial Order Form.

Client Information

Client: Michigan - 14B District Court - Ypsilanti
Reference Number: QUO-11362-B7N3V
Expiration Date: 7/30/2023
Proposed by: Erica Kiss

Address Information

Bill To:

Michigan - 14B District Court - Ypsilanti
7200 S Huron River Dr
Ypsilanti Michigan, 48197
United States

Deliver To:

Michigan - 14B District Court - Ypsilanti
7200 S Huron River Dr
Ypsilanti Michigan, 48197
United States

Key Terms

Order Start Date*: 6/1/2023
Order End Date*: 6/1/2026
Billing Frequency: Annually unless otherwise stated

Payment Method: ACH
Billing Method: Email

Note: Order Start Date only applies to orders involving subscription or support contracts.

Additional Comments:

- Subscription based FTR Gold & Support package
- 3yr commitment, billed annually.
- Includes upgrades to version 7 and any additional versions released.
- While subscribed to the program clients can upgrade at any time to new releases.
- Includes FTR Telephone support Access.
- Includes security patch updates.
- Enables updates of all FTR Annotation Licenses.
- Provides for 1 copy of FTR Monitor per license of FTR Gold.



For The Record

1401 17th Street, Suite 525
Denver, CO 80202

Order Details

Product	Product Code	Unit Type	Unit Price	Qty	Discount	Total Price
FTR Gold Recording Suite 7.6 (SaaS)	GLUD081620221	PCS	\$2,150.00	2.00		\$4,300.000
			Subtotal:	\$4,300.000		\$4,300.000
			Estimated Freight			
			QUOTE TOTAL:			\$4,300.000

* If this Order Form is executed and/or returned to FTR Limited ('ForTheRecord') by Client after the Order Start Date above, ForTheRecord may adjust these terms, without increasing the Total Price, based on the date ForTheRecord activates the products above. Following activation, any adjustments to these terms may be confirmed by reference to the order confirmation email sent by ForTheRecord to the Billing Email Address above, and/or by contacting accounts@fortherecord.com.

+ The Monthly/Unit Price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Monthly/Unit Price displayed above, and are the true and binding totals for this order.

Prices shown above do not include any taxes that apply. Any such taxes that are the responsibility of ForTheRecord will be calculated upon invoicing. This is not an invoice.

FTR may, upon no less than sixty (60) days prior to the anniversary of the Effective Date, increase its pricing set forth herein by the lesser of: (i) five percent (5%), or (ii) the annual percentage increased in the Consumer Price Index, published by the U.S. Department of Labor's Bureau of Labor Statistics, based on the U.S. City Average for All Urban Consumers and All Items for the published previous twelve (12) months.



For The Record

1401 17th Street, Suite 525
Denver, CO 80202

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

If Yes, please check here: and complete the following:

PO Number: _____

PO Amount: _____

Acceptance & Confirmation

Upon signature by Client and submission to ForTheRecord this Order Form shall become legally binding and governed by the *For The Record Master Services Agreement* between ForTheRecord and the Client, unless this Order Form is rejected by ForTheRecord. ForTheRecord may reject this Order Form if: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their Order End Date.

Client: Michigan - 14B District Court - Ypsilanti

Signature: _____

Name: _____

Business Title: _____

Effective Date: _____

ForTheRecord

Signature: _____

Name: _____

Business Title: _____

Effective Date: _____

Confidential and proprietary. © Copyright 2020. ForTheRecord. All rights reserved. Version 3 (April 2020)

MASTER SERVICE TERMS AND CONDITIONS

1. DEFINITIONS. As used in this Agreement:

1.1 “Confidential Information” means all information regarding a party’s business, including, without limitation, technical, marketing, financial, contracts, licenses, operations, employee, planning, and other confidential or proprietary information, disclosed under this Agreement, that is clearly identified as confidential or proprietary at the time of disclosure or that the receiving party knew or should have known, under the circumstances, was considered confidential or proprietary. With respect to FTR, reasonably subject to protection under applicable law, Confidential Information includes the source code, structure and logic of the FTR Offerings and any information derived from or concerning the FTR Offerings, the Documentation and the terms of this Agreement. With respect to the Client, Confidential Information means any information that the Client is required by law to keep confidential (“**Confidential Client Data**”).

1.2 “Client Data” means any documents, data, or information contained in any document, recording, template or other similar file submitted by Client through the FTR Offerings or provided by Client to FTR as part of the FTR Offerings.

1.3 “Documentation” means any user manuals, handbooks, and online materials provided by FTR to Client that describe the features, functionality or operation of the FTR Offerings.

1.4 “FTR Offerings” means the SaaS Services and/or Software to be provided by FTR to Client in accordance with the terms herein.

1.5 “Order Form” means any written order executed by both parties identify the software and services to be made available by FTR, substantially in the form of the initial order attached hereto.

1.6 “Performance Data” means any log files, metadata and other technical performance data automatically generated by the FTR Offerings relating to the use, performance, efficacy, reliability and/or accuracy of the FTR Offerings.

1.7 “Premium Support” means FTR’s Premium Support offering as further described on **Exhibit A**.

1.8 “SaaS Service” means any hosted service to be provided by FTR to Client in accordance with the terms herein.

1.9 “Software” means the client-side software application(s) to be provided by FTR to Client in accordance with the terms herein.

1.10 “Storage Services” means FTR’s SaaS Service that enables the storage of digital recordings, transcripts and metadata.

2. FTR OFFERINGS

2.1 License to FTR Offerings. Subject to the terms and conditions of this Agreement, FTR hereby grants to Client a non-sublicensable, non-transferable (except as provided in Section 15.6), non-exclusive right and license to: (i) during the

applicable term of the Order Form, access and use the SaaS Services, and (ii) install, execute and use the Software for the term set forth in the applicable Order Form, in each case, in accordance with the applicable Documentation and solely for Client’s internal business purposes (not for further resale and distribution). Client may also request one (1) copy of the Software for back-up, disaster recovery or archival purposes only.

2.2 Support. FTR will (i) provide Client with access to any bug fixes, hot patches and error corrections that FTR generally releases to other customers of the FTR Offerings, (ii) use commercially reasonable endeavors to provide the SaaS Services, and (iii) provide Premium Support as set forth on **Exhibit A** when Premium Support is noted on an executed Order Form.

2.3 Updates and Modifications. Client acknowledges and agrees that FTR may, from time to time, make certain updates and modifications to the FTR Offerings; *provided, that*, FTR shall not, during the term of any applicable Order Form, remove or substantially degrade, any material feature or function of the applicable FTR Offerings.

3. IMPLEMENTATION AND TRAINING. From time to time, the parties may enter into written work orders that reference this Agreement (each, a “**Statement of Work**”), describing certain configuration, implementation, training and other professional services to be provided by FTR (“**Professional Services**”). FTR will perform the Professional Services in a professional and workmanlike manner. Client agrees to perform any of its obligations set forth in any Statement of Work, and will reasonably cooperate with FTR in the performance of the Professional Services, including, without limitation, providing all information and personnel reasonably requested by FTR in the performance of the Professional Services. In addition, Client will provide any required consents in a timely manner.

4. RESTRICTIONS. Client will not, and will not permit any end user of the FTR Offerings to: (a) use the FTR Offerings to harvest, collect, gather or assemble information or data regarding any third parties without their consent; (b) reverse engineer, disassemble or decompile any component of the FTR Offerings; (c) sublicense any of Client’s rights under this Agreement, or otherwise use the FTR Offerings for the benefit of a third party or to operate a service bureau; (d) modify, copy or make derivative works based on any part of the FTR Offering; or (e) otherwise use the FTR Service in any manner that exceeds the scope of use permitted under **Section 2.1**.

5. FEES AND PAYMENT.

5.1 Fees. Client will pay the fees set forth on the applicable Order Form (“**Fees**”).

5.2 Payments. Other than Fees pertaining to Professional Services, all Fees are due and payable in advance. Client will pay FTR all amounts due under this Agreement within thirty (30) days after the date of the invoice therefor. Any amount that is not paid when due will accrue interest at one and one half percent (1.5%) per month or the maximum rate

permitted by applicable law, whichever is less, from the due date until paid.

5.3 Taxes. Client (if Client does not provide tax-exempt certificate) will be responsible for payment of all taxes (other than taxes based on FTR's income), fees, duties, and other governmental charges, and any related penalties and interest, arising from the payment of Fees to FTR under this Agreement or the provision of the FTR Technology to Client. Client will make all payments of Fees to FTR free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of Fees to FTR will be Client's sole responsibility, and Client will provide FTR with official receipts issued by the appropriate taxing authority, or such other evidence as the FTR may reasonably request, to establish that such taxes have been paid.

5.4 Records; Audit. During the term of this Agreement, and for at least three (3) years after its expiration or termination ("**Records Term**"), Client will maintain at its principal place of business complete and accurate records with respect to Client's activities pursuant to this Agreement, including the number of courtrooms in which the FTR Offerings were used/deployed, the FTR Offerings used in each courtroom and all other data reasonably needed for verification of amounts to be paid to FTR under this Agreement. During the Records Term, FTR will have the right, during normal business hours and upon at least ten (10) days prior notice, to have an independent audit firm selected by FTR and reasonably acceptable to Client inspect Client's facilities and audit Client's records relating to Client's activities pursuant to this Agreement in order to verify that Client has paid to FTR the correct amounts owed under this Agreement and otherwise complied with the terms of this Agreement. The audit will be conducted at FTR's expense, unless the audit reveals that Client has underpaid the amounts owed to FTR by five percent (5%) or more during the audited period, in which case Client will reimburse FTR for all reasonable costs and expenses incurred by FTR in connection with such audit. Client will promptly pay to FTR any amounts shown by any such audit to be owing plus interest as provided in the subsection titled Payments. Such audits will be conducted no more than once in any period of twelve consecutive months. Any confidential or proprietary information of Client disclosed to FTR or the independent accounting firm in the course of the audit will be deemed the Confidential Information of Client, and any independent auditing firm will agree to be bound by confidentiality terms at least as protective as those set forth in the section titled Confidentiality.

6. CONFIDENTIAL INFORMATION. The receiving party agrees that it will not use or disclose to any third party any Confidential Information of the disclosing party, except as expressly permitted under this Agreement. The receiving party will limit access to the Confidential Information to those who have a need to know such information to use or provide the FTR Service. The receiving party will protect the disclosing party's Confidential Information from unauthorized use, access, or disclosure in a reasonable manner. Upon termination of this

Agreement, the receiving party will return to the disclosing party or destroy all copies of the Confidential Information. The restrictions on use and disclosure of Confidential Information set forth above will not apply to any Confidential Information which (a) is or becomes a part of the public domain through no act or omission of the receiving party, (b) was in the receiving party's lawful possession prior to the disclosure, as shown by the receiving party's competent written records, or (c) is independently developed by the receiving party. The receiving party may disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body.

7. DATA SECURITY. FTR will implement and maintain throughout the term of this Agreement, commercially reasonable administrative, physical and technical safeguards designed to protect any Client Data collected by the SaaS Services against accidental loss and unauthorized access, disclosure and use. Unless otherwise agreed by Client, all Client Data will be processed in the United States. In the event FTR becomes aware of any accidental loss or unauthorized access, disclosure or use of any Confidential Client Data that is personal data or personally identifiable information as defined under laws applicable to the FTR Offerings (a "**Security Incident**"), FTR will (i) promptly notify Client of such Security Incident, and (ii) provide Client with a description of the Security Incident, including, to the extent known to FTR, the nature of the information compromised, along with regular updates related thereto, and steps being taken to mitigate the potential risks associated with such Security Incident. Client is solely responsible for compliance with incident notification laws applicable to Client and fulfilling any third party notification obligations related to any Security Incidents. FTR's notification of or response to any Security Incident under this Section 7 will not be construed as an acknowledgement by FTR of any fault or liability with respect to the Security Incident.

8. OWNERSHIP.

8.1 FTR System and Technology. Client acknowledges that FTR retains all right, title and interest in and to the FTR Offerings, Performance Data and all software and all FTR proprietary information and technology used by FTR or provided to Client in connection with the FTR Offerings (the "**FTR Technology**"), and that the FTR Technology is protected by intellectual property rights owned by or licensed to FTR. Other than as expressly set forth in this Agreement, no license or other rights in the FTR Technology are granted to the Client.

8.2 Client Data. Client retains all right, title and interest in and to the Client Data. Client hereby grants to FTR a non-exclusive, royalty-free and fully paid license to use Client Data for the purpose of providing the FTR Offerings and Professional Services. In addition, Client hereby grants to FTR a non-exclusive, royalty-free, fully-paid, irrevocable and perpetual right and license to use Client Data (i) on an aggregated and de-identified basis, and (ii) collected from, or in connection with, public courtroom proceedings, in each case, for the purpose of testing, product maintenance, support,

development and improvement of FTR's products and services. Further and without limiting the foregoing, Client acknowledges and agrees that FTR may be collecting personal information from users and data subjects of the FTR Offerings in connection with its privacy policy available at: <https://www.fortherecord.com/privacy/>, as may be updated by FTR from time to time. FTR will not otherwise knowingly use or access any Client Data unless authorized to do so by Client.

8.3 Performance Data. FTR shall have the right to collect and analyze Performance Data, and FTR will be free (during and after the term of this Agreement) to use such Performance Data for any legal purpose; *provided, that*, such use does not reveal the identify of Client or any judge, attorney, witness, litigant or other courtroom personnel.

8.4 Feedback. Client hereby grants FTR a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the FTR Service any suggestions, enhancement requests, recommendations or other feedback provided by Client, including Users, relating to the FTR Service. FTR shall not identify Client as the source of any such feedback.

9. CLIENT'S OTHER OBLIGATIONS

9.1 Compliance with Laws. Client will at all times comply with all laws and regulations applicable to its use of the FTR Offerings, including providing any notices and/or collecting any consents necessary to record any individual's name, statement(s), recording(s), likeness, image, biographical information or other personal information in connection with the FTR Offerings.

9.2 Account and Passwords. Client will be solely responsible for (i) maintaining the confidentiality and security of all user name(s), password(s) and other access credential(s) used by Client to access its FTR Offerings account ("**Account**"), and (ii) any unauthorized use of Client's Account (except to the extent caused by FTR's willful misconduct or negligence). In the event of any unauthorized use of Client's Account, Client will promptly notify FTR and take any actions reasonably requested by FTR in connection with such unauthorized access.

9.3 Equipment and Facilities. Except to the extent expressly undertaken by FTR as part of its Professional Services under a Statement of Work, Client is solely responsible for providing, installing and maintaining, at its sole cost and expense, all equipment, hardware, peripherals, facilities, software and services necessary for Client's access to and use of the FTR Offerings, including without limitation, all cameras, recorders, mixers and microphones as may be required to use the FTR Offerings in accordance with the terms herein.

9.4 Client Backups. Unless Client has an active subscription to the Storage Services, FTR has no obligation to store any Client Data and Client shall be solely responsible for creating and maintaining backups of Client Data. In the event Client has an active subscription to the Storage Services, Client

will be solely responsible for specifying which items of Client Data will be backed up by the Storage Services. FTR will have no liability for any failures by Client to backup any Client Data that was not required to be backed up in connection with the Storage Services.

9.5 Recording Responsibility. Client acknowledges and agrees that Client is responsible for starting and stopping all recordings, including audio and visual recordings, to be created in connection with the FTR Offerings. FTR will have no liability for any failures or omissions of Client or its personnel, to start or stop any recordings.

10. TERM AND TERMINATION

10.1 Term. Unless earlier terminated pursuant to the subsection titled Termination, the term of this Agreement shall commence as of the Effective Date and shall continue for period of three (3) years (the "**Term**"); provided, however, that at the end of such initial term and any extension or renewal thereof, the Term shall be renewed for an additional one (1) year period unless a party provides, at least ninety (90) days prior to the end of the initial term or any renewal thereof, written notice that it does not intend to extend the term or otherwise terminated the e-File Agreement in accordance with this Section 10.

10.2 Termination.

(a) For Breach. Either party (the "**Non-breaching Party**") may terminate this Agreement, effective immediately upon written notice to the other party (the "**Breaching Party**"), if the Breaching Party materially breaches any provision of this Agreement and does not substantially cure the breach within sixty (60) days after receiving written notice thereof from the Non-breaching Party.

(b) Changes in Law. If the obligations imposed upon either party under this Agreement are materially changed, or are made illegal, pursuant to a statute or court mandate (including, without limitation, local court rules and state Supreme court rules and administrative orders), then the parties shall work together in good faith to incorporate such changes into this Agreement in a commercially reasonable manner. In the event the parties cannot reach agreement with respect to such changes within fourteen (14) days, then either party may terminate this Agreement upon ten (10) days written notice to the other party.

10.3 Effects of Termination. Upon termination or expiration of this Agreement for any reason, any amounts owed to FTR under this Agreement before such termination or expiration will be immediately due and payable, (excluding with respect to perpetual Software licenses) all licensed rights granted in this Agreement will immediately cease to exist, and Client must promptly discontinue further use of the FTR Offerings, and Client must return to FTR any copies of the Documentation that the Client is not entitled to keep pursuant

to this subsection and certify to FTR in writing signed by an officer of Client that it has fully complied with the foregoing.

10.4 Access to Data. For a period of thirty (30) days after the termination/expiration of this Agreement, Client shall have the right to download, in a format supported by FTR, electronic versions of the Client Data that are available in the SaaS Services. At the end of such ninety (90) day period, FTR shall have no further obligation to host any Client Data.

10.5 Survival. Sections and subsections titled Definitions, Restrictions, Ownership, Fees and Payment, Confidential Information, Warranties; Disclaimer, Indemnification, Limitation of Liability, Effects of Termination, Access to Data, Survival, and General Provisions will survive expiration or termination of this Agreement for any reason.

11. WARRANTY; DISCLAIMER.

11.1 Limited Warranty. FTR warrants that when used as permitted by FTR and in accordance with the Documentation (i) during the term of this Agreement, the SaaS Service, and (ii) for a period of ninety (90) days from the date of delivery, the Software, in each case will operate as described in the Documentation in all material respects. If Client notifies FTR of any breach of the foregoing warranty, FTR shall, as Client's sole and exclusive remedy, use commercial reasonable efforts to repair or replace the non-conforming FTR Offering as quickly as is reasonably possible. Notwithstanding anything to the contrary herein, the foregoing warranty will not apply to any Software that is made available free of charge.

11.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 11.1, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) THE FTR OFFERING AND DOCUMENTATION ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND (B) FTR AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11.3 Client Data Disclaimer. Client acknowledges that FTR does not edit, and cannot verify, the completeness or accuracy of the Client Data or any information therein. FTR has no control over the content of any Client Data made available through the FTR Offerings, and FTR shall not be responsible for any actual or alleged loss of privilege or other claimed injury due to disclosure of sealed, confidential or privileged information in any Client Data.

12. INDEMNIFICATION

12.1 By FTR. FTR will defend at its own expense any action against Client brought by a third party to the extent that the action is based upon a claim that the FTR Technology infringes any U.S. copyrights or patents or misappropriates any trade secrets, and FTR will pay those costs and damages finally awarded against Client in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. If any FTR Technology becomes, or in FTR's opinion is likely to become, the subject

of an infringement claim, FTR may, at its option and expense, either (a) procure for Client the right to continue exercising the rights licensed to Client in this Agreement; (b) replace or modify the FTR Technology so that it becomes non-infringing and remains functionally equivalent; or (c) refund to Client any payments of prepaid Fees made by Client to FTR pursuant to the subsection titled Fees and Payment (to the extent that such payments have not been recouped through credits against accrued Fees), and terminate this Agreement by written notice to Client, in accordance with the subsection titled Notices. Notwithstanding the foregoing, FTR will have no obligation under this subsection or otherwise with respect to any infringement claim based upon (w) any unauthorized use or distribution of the FTR Technology by Client or any of its personnel; (x) any use of the FTR Technology in combination with other products, equipment, software, or data not supplied by FTR or authorized by FTR in writing; (y) any use, reproduction, or distribution of any release of the FTR Technology other than the most current release made available to Client; or (z) any modification of the FTR Technology by any person other than FTR or its authorized agents or contractors. This subsection states FTR's entire liability and Client's sole and exclusive remedy for infringement claims and actions.

12.2 Procedure. As a condition of FTR's performance of its indemnification obligations hereunder, Client must (a) promptly notify FTR of any third-party claim, suit, or action for which it is seeking an indemnity hereunder (a "**Claim**"); *provided, that*, FTR shall only be relieved of its obligations hereunder to the extent any delay by Client materially prejudices FTR's ability to defend such Claim, and (b) give the FTR the sole control over the defense and settlement of such Claim; *provided, that*, FTR may not enter into any settlement that requires Client to admit liability or pay any sum without the prior written consent of Client, such consent not to be unreasonably withheld, delayed or conditioned.

13. LIMITATION OF LIABILITY. EXCEPT AS SET FORTH IN THIS SECTION 13, TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL FTR OR CLIENT BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS IN ANY WAY RELATING TO THIS AGREEMENT. IN NO EVENT SHALL FTR'S OR CLIENT'S AGGREGATE, CUMULATIVE LIABILITY IN ANY WAY RELATING TO THIS AGREEMENT EXCEED THE AMOUNT OF FEES ACTUALLY RECEIVED BY FTR FROM CLIENT DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO PAYMENT, CONFIDENTIALITY AND INDEMNITY OBLIGATIONS. THE PARTIES WOULD NOT HAVE ENTERED INTO THIS AGREEMENT BUT FOR SUCH LIMITATIONS.

14. INSURANCE. During the term of this Agreement, FTR will maintain the following insurance coverage: (a) Comprehensive General Liability (including, without limitation, bodily injury and property damage) insurance with policy limits of not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate, and (b) Worker's Compensation Insurance in amounts required by applicable law.

15. GENERAL PROVISIONS

15.1 Governing Law. This Agreement and any actions related thereto will be governed by and under the Federal laws of the United States of America, and, to the extent not superseded by such federal laws, the state of Delaware, without giving effect to any conflicts of law principles that require the application of a different state. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

15.2 Export. Client agrees not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from FTR, or any products utilizing such data, in violation of the United States export laws or regulations.

15.3 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

15.4 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

15.5 Remedies. Except as provided in the sections titled Indemnification and Limited Warranty, the parties' rights and remedies under this Agreement are cumulative. Client acknowledges that the FTR Offerings, and Documentation contain valuable trade secrets and proprietary information of FTR, that any actual or threatened breach of the subsections titled Restrictions, or the section titled Confidentiality or any other breach of its obligations with respect to intellectual property rights of FTR will constitute immediate, irreparable harm to FTR for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach.

15.6 No Assignment. Neither party will assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other party. The terms of this Agreement will be binding upon the parties and their respective successors and permitted assigns.

15.7 Force Majeure. Any delay in the performance of any duties or obligations of either party will not be considered a breach of this Agreement if such delay is caused by any event beyond the control of such party, including without limitation, issues arising from bugs or other problems in the software, firmware or hardware of a party's suppliers, outages or issues with upstream providers or network carriers, acts of God, fires, floods, storms, landslides, epidemics, lightning, earthquakes, drought, blight, famine, quarantine, pandemic, epidemic, blockade, governmental acts or inaction, orders or injunctions, war, insurrection or civil strife, sabotage, explosions, labor strikes, work stoppages, and acts of terror (a "*Force Majeure Event*"), provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible.

15.8 Independent Contractors. Client's relationship to FTR is that of an independent contractor, and neither party is an agent or partner of the other. Client will not have, and will not represent to any third party that it has, any authority to act on behalf of FTR.

15.9 Notices. Each party must deliver all notices or other communications required or permitted under this Agreement in writing to the other party at the address listed on the Initial Order Form by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice will be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each party may change its address for receipt of notice by giving notice of such change to the other party.

15.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

15.11 Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by Client and CEO of FTR.

EXHIBIT A
PREMIUM SUPPORT

1. DEFINITIONS. The following capitalized terms will have the definitions set forth below:

1.1 “Normal Business Hours” means **4 a.m. to 5 p.m. Pacific Time Monday through Friday** excluding federal holidays.

1.2 “Scheduled Downtime” means the total amount of time during any calendar month, measured in minutes, during which Client is not able to access the SaaS Service due to planned system maintenance performed by FTR. FTR will exercise reasonable efforts to perform scheduled system maintenance between the hours of 10 p.m. and 2 a.m. Pacific Time. FTR will provide Client with reasonable prior notice of such Scheduled Downtime.

“Update” means a revision to the Software to provide bug fixes, corrections and minor enhancements. Updates are designated by progressing the version number to the right of decimal (e.g. v 1.1 to v 1.2)

“Upgrade” means any new version of the Software incorporating major new features and enhancements. Upgrades are designated by progressing the version number to the left of the decimal (e.g. v 1.0 to v 2.0).

HELP DESK SUPPORT

2.1 Help Desk. FTR will provide telephone or e-mail support for the FTR Offerings covered under this Premium Support addendum during FTR’s Normal Business Hours to assist in identifying and diagnosing problems with the FTR Offerings (such as error messages, bug fixes, basic “*how-to*” functionality questions, installations, Software Updates and Software Upgrades). All Help Desk calls shall, if necessary, be prioritized according to the severity of a call, as determined by FTR in its discretion. FTR Help Desk hours, time zones, and policies are subject to change at the option of FTR. Help Desk Support does not include Professional Services which shall expressly be undertaken through Statement of Work.

1.2 Contacts. Client shall appoint up to three (3) people as its authorized customer support contacts. Upon acknowledgement by FTR, authorized technical support contacts may contact FTR for support. Authorized technical support contacts must complete training on the operation and maintenance of the FTR Offerings as specified by FTR.

Assistance. Client shall promptly advise FTR of any failure with the FTR Offerings to comply with its Documentation in all material respects and shall provide reasonable assistance and cooperation to allow FTR to define and resolve such non-compliance. This includes providing (i) a detailed problem description; (ii) reasonable efforts to reproduce the problem; and (iii) reasonable access to authorized customer support contacts.

Remote Diagnostics. Client agrees to allow FTR reasonable remote access to the Software in order to provide the necessary support pursuant to this Premium Support addendum. Remote Diagnostics may include, with Client acceptance, Enterprise Monitoring Service (“EMS”), a SaaS Service included with Premium Support. Any Professional Services required to activate EMS shall be expressly undertaken through Statement of Work.

Response and Resolution Times. During Normal Business Hours, FTR will provide an initial response to any support request within eight (8) business hours. Thereafter, FTR will use commercially reasonable efforts to provide a work around and/or permanent fix within two (2) business days. Progress of FTR’s efforts may be tracked through its customer portal. Should FTR, in its sole judgment, determines that there is a reproducible error in the Software, it will, at its sole option, provide Client with a fix/workaround, or instruct Client to install a newer version of the Software with that error corrected.

Exceptions to Support. FTR will have no obligation under with respect to any errors, defects, delays, downtime or other support issues to the extent caused by: (i) non-compliance by Client with any provision of this Premium Support addendum; (ii) incompatibility of Client's equipment or software with the SaaS Service or Software; (iii) actions or inactions of Client or third parties; (iv) Client's use of the SaaS Service or Software after FTR has advised Client to modify its use of the SaaS Service or Software, if Client did not modify its use as advised; (v) acts or omissions of Client or Client's employees, agents, contractors, or vendors, or anyone gaining access to the SaaS Service by means of Client's passwords or equipment; (vi) performance of Client's systems or the Internet; (vii) any systemic Internet failures; (viii) network unavailability or Client's bandwidth limitations; or (ix) Scheduled Downtime.

2. CLIENT REQUIREMENTS.

Client Networks and Support Environment. Client is responsible for maintenance and management of its computer network(s), servers, and software, and any equipment or services related to maintenance and management of the foregoing. Client is responsible for correctly configuring its systems in accordance with any instructions provided by FTR, as may be necessary for provision of access to the features and functions of the SaaS Service and Software. Information related to supported environments may be found in the Documentation at www.fortherecord.com.

Client Assistance. Client will reasonably cooperate with FTR with any support request, and provide FTR with such information as reasonably requested by FTR, including, without limitation: (a) a general description of Client's operating environment, (b) a list of all hardware components, operating systems and networks, (c) information necessary for FTR to reproduce the issue, and (d) any log files, trace and system files FTR requests, to assist with troubleshooting the issue. Client acknowledges that any failure to provide this information may prevent or delay FTR in providing support contemplated hereunder, and that FTR will not be responsible for any such delays.

Maintenance. FTR will provide Updates to the Software that are commercially released during the Term. All Updates are released in the sole discretion of FTR, and FTR has no obligation to create any Updates. Premium Support does not include the provision of Upgrades.



MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: John Hines, Recreation Director

CC: Josh Kugler, Recreation Coordinator

Date: June 1, 2023

RE: **Request Authorization to seek sealed bids for Community Center Park Ball Field Lighting**

The Recreation Department is requesting authorization to seek sealed bids for field lighting for two (2) of the Community Center Ball Park Fields. This purchase is budgeted in GL #282-901-981.050.

At the May 23, 2023 special Board Meeting, the BOT approved resolution 2023-07, which designated ARPA funds to various needed projects for the township. Project #10 is the addition of field lights for fields #3 and #4 at Community Center Park for the Recreation Department. Staff made this request due to currently only having 2 of the 4 fields lit at this time. By adding lighting to the remaining fields, staff will be able to expand on league offerings, rental offerings and bring more tournaments to the park. In the last couple of years the park has seen an increase in use by the community; adding this lighting will only further the park's growth.

Bids will be accepted on Thursday, June 22nd at which time they will be publicly opened at 10:00 a.m. Staff will return to the Board of Trustees to recommend and award the purchase of vehicle.

John Hines
Recreation Director
jhines@ypsitownship.org
734-544-3817

The Charter Township of Ypsilanti is seeking bids for:

Field Lighting for 2 (two) Baseball/softball fields at Community Center Park

Sealed bids for Field Lighting received by Ypsilanti Township Clerk's Office, at 7200 S. Huron River Drive, Ypsilanti, MI 48197 until **Thursday, June 22, 2023 at 10:00 a.m.** local time at which time bids received will be publicly opened and read. Bids may be submitted in person to the Ypsilanti Township Clerk's Office labeled "Community Center Park Field Lighting" or via MITN. Bids sent via email or by any other electronic means will not be accepted. For questions related to the bid, please contact Deputy Clerk, Lisa Stanfield at lstanfield@ypsitownship.org.

Charter Township of Ypsilanti
Clerk Heather Jarrell Roe
7200 S. Huron River Drive, Ypsilanti, MI 48197

GENERAL SPECIFICATIONS

LED lighting for 2 baseball/softball fields (picture of fields attached, marked with an x). Scope of work includes installation of appropriate lighting poles, light fixtures, corresponding electrical work needed, and any soil analysis needed for project. Complex currently has lighting on 2 of the 4 fields, existing lighting fixtures are circled on the map attached.

Lighting should be current industry standard, and installed at a height and angle recommended for recreational league play. Field Dimensions for fields are 300 ft from home plate down the foul lines and 315 ft to center field.

BID SUBMITTAL

Please include the following in any bid submitted:

- 1.) Technical Proposal consisting of:
 - a. A description of the approach to be taken toward completion of the project, an explanation of any variances to the proposed scope of work as outlined in this RFQ, and any insights into the project gained as a result of developing the proposal
 - b. A scope of work that includes steps to be taken, including any products or deliverables resulting from each task
 - c. A summary of estimated labor hours by task that clearly identifies the project team members and the number of hours performed by each team member by task
 - d. A proposed schedule that indicates project milestones and overall time for completion
 - e. Any other information deemed necessary to address the requests of this RFQ.
- 2.) Cost Proposal consisting of:
 - a. A composite schedule by field/ task of direct labor hours;
 - i. Field list may be altered, so an itemized list is requested. One firm will be selected to complete the finalized list of fields.

- b. An itemized schedule of all estimated expenses, including both labor and direct expenses. If the use of sub-consultants is proposed, a separate schedule of hours and expenses must be provided for each sub-consultant.

Responses to this RFQ must be received per the schedule outlined on Page 1 to be considered.

Proposals must be submitted in person to the Ypsilanti Township Clerk's Office labeled "Community Center Park Field Lighting" or via MITN.

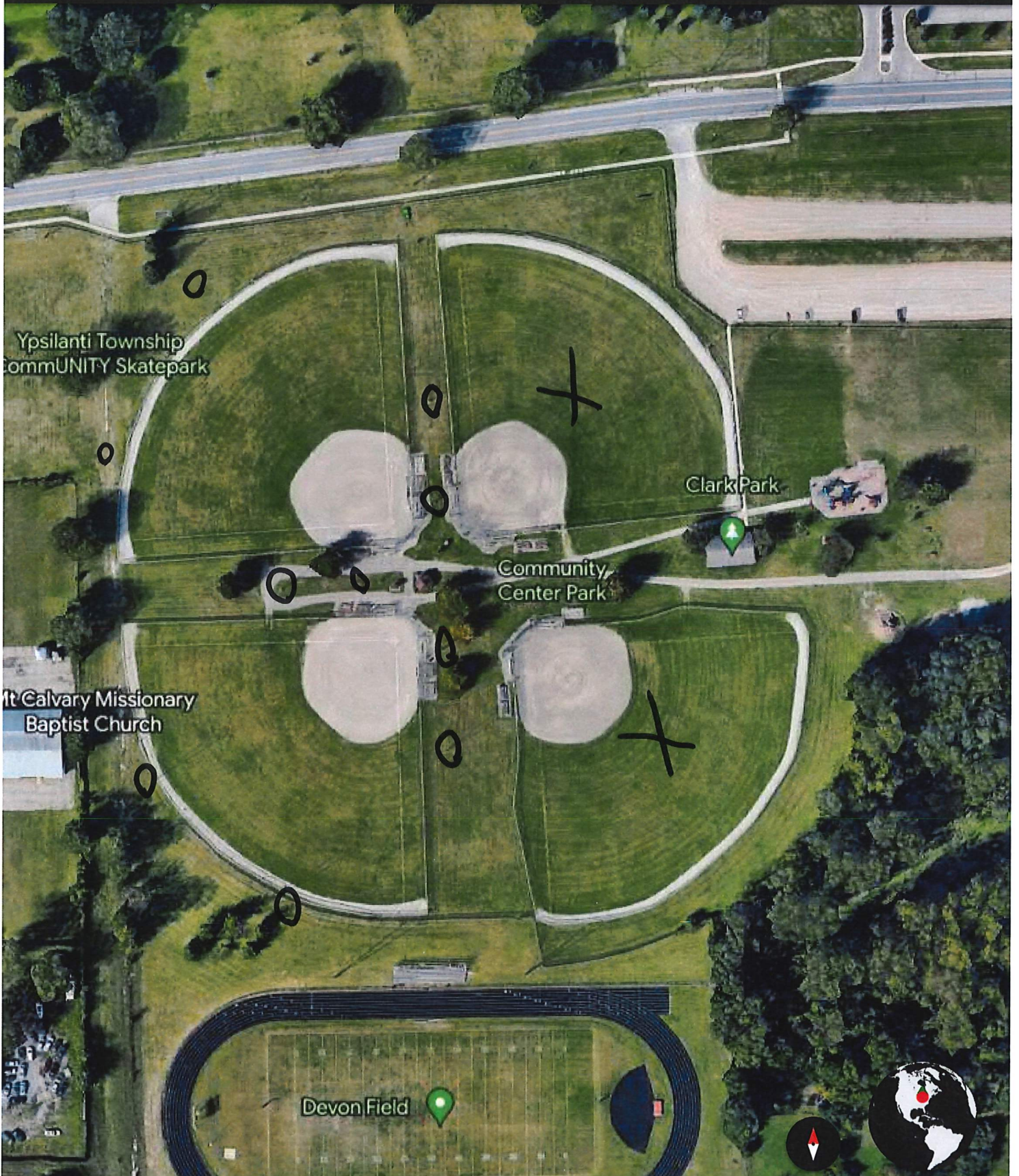
Additional requirements are as follows:

- Proposers are solely responsible for ensuring that proposals arrive on time.
- Each consultant MUST provide their submittal in person to the Ypsilanti Township Clerk's Office labeled "Community Center Park Field Lighting" or via MITN.
- Faxed/emailed proposals WILL NOT be accepted.
- Late replies WILL NOT be considered.

You are currently running an experimental version of Earth.

[Learn more](#)

[Send feedback](#)



Google Earth

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Township Supervisor
Brenda L. Stumbo
Township Clerk
Heather Jarrell Roe
Township Treasurer
Stan Eldridge



YPSILANTI TOWNSHIP

— OFFICE OF THE SUPERVISOR —

Trustees
Ryan Hunter
John Newman II
Gloria Peterson
Debbie Swanson

TO: Ypsilanti Township Board
FROM: Brenda Stumbo, Supervisor
RE: Request to authorize RFQ's for monthly newsletter to Ypsilanti Township Community
DATE: June 1, 2023

Our board has been discussing township newsletter for the past year and am now requesting authorization to seek RFQ's for the writing and coordination of a monthly newsletter to be mailed to our community. As we all know with the loss of newspapers and the requirement to be a subscriber to digital news outlets like Mlive, local news is not being covered.

We do contract for \$12,000 with Issue Media/Concentrate Media which publishes a weekly digital magazine. This news media highlights visionary, innovative people, projects and organizations, and its intended goal is not to provide specific community news.

Many articles could be written as our staff, community members, boards and commissions, neighborhood groups etc. do lots of good work. We could highlight programs, news and investments in the community, as well as project updates, which would be of great benefit. Some examples are: Gault Village demolition, YCUA updates, road improvements, non-motorized path and lighting improvements, park improvements, urban and pollinator gardens in our parks, green infrastructure investments, introducing our new staff members and new facilities like Community Network Center on Holmes Road. Providing news for our community gives access to knowledge and information that is not being provided.

Pittsfield Township, Canton Township, Van Buren Township and Superior Township and other communities provide a printed version of news to their communities monthly. We could also have it available electronically as some residents might want to opt out of paper copies for those who have the capabilities and desires to receive electronic news only.

Most of the stories in MLIVE, Ann Arbor News edition is for the City of Ann Arbor. We believe it is a good time to invest in local news connecting community to Ypsilanti Township and providing resources for our community that will be accessible and available for all.

Should you have any questions please feel free to reach out to us and we look forward to the discussion.



MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: John Hines, Recreation Director

Date: May 31st, 2023

RE: **Request Authorization to approve OHM Advisors to provide professional services related to the preliminary engineering, design and bidding for the Ypsilanti Township ARPA Civic Center Parking Lot Improvements.**

At the May 23, 2023 special Board Meeting, the BOT approved resolution 2023-07, which designated ARPA funds to various needed projects for the township.

The Residential Services Department is looking for authorization to approve OHM Advisors to provide professional services related to the preliminary engineering, design and bidding for Project #15: Civic Center Parking Lot Improvements for the amount of \$57,500, which is budgeted in GL#282-901-981.020

This project was submitted due to the existing parking lot being near the end of its service life. The last rehabilitation and service was in the early 2000's with a pulverize and overlay. The nature of a pulverize and overlay was to help extend the service life of the pavement but did not address critical base issues. Due to the deteriorating nature of the existing parking lot, this project will require a full reconstruct the failing subbase and place new asphalt pavement in order to handle the traffic volumes and a minimum of a 15-year service life.

OHM's proposal is help with seven (7) tasks in relation to the project:

- Task 1: Topographic Survey
- Task 2: Utility Coordination
- Task 3: Geotechnical Investigation
- Task 4: Prelim Engineering Drawing Design
- Task 5: Develop 50% Plans
- Task 6: Specification and Final Bid Package Assembly
- Task 7: Bidding Assistance

John Hines
Recreation Director
jhines@ypsitownship.org
734-544-3817



June 1, 2023

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

RE: Proposal for Civic Center Parking Lot Improvements - **REVISED**
Professional Engineering Design Services

Dear Ms. Stumbo:

Thank you for the opportunity to submit this proposal to provide Professional Engineering Design Services for the reconstruction of the Ypsilanti Township Civic Center parking lot. The existing parking lot was at the end of its service life and last rehabilitated in the early 2000's with a pulverize and overlay. The nature of a pulverize and overlay was to help extend the service life of the pavement but did not address critical base issues. Due to the deteriorating nature of the existing parking lot, this project will require a full reconstruct the failing subbase and place new asphalt pavement in order to handle the traffic volumes and a minimum of a 15-year service life.

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

PROJECT UNDERSTANDING

The proposed project consists of full reconstruction of the Civic Center parking lot located at 7200 S Huron River Dr. The Township has requested two (2) proposals for the proposed reconstruction design. The is Proposal A which includes full reconstruction of the parking lot, placed back matching the existing layout. To allow for easier snow removal, the design will also include removal of the concrete block bollards near the entrance of the Civic Center building and replace with removeable solar bollards. The proposed design will also include one (1) Electric Vehicle Charging Station at the north side of the parking lot.

The total work will include approximately 6,000 square yards of pavement removal, subbase repair, and asphalt replacement. 500 feet of curb removal and replacement along the perimeter of the parking lot and located as landscape islands of the lot are also proposed within the design.

The parking lot design will comply with the current Ypsilanti Township engineering standards for construction including, applicable sections of the Americans with Disabilities Act (ADA), the National Asphalt Pavement Association (NAPA) Standards, and local Ordinances.

The construction effort will stay on Ypsilanti Township property and no easements will be required for this project. In addition, no major storm sewer work is anticipated as a part of the scope.

We offer the following scope of services for the completion of the design of this project.



SCOPE

Task 1 – Topographic Survey for Design

OHM Advisors will begin Design Survey upon authorization to proceed. Given the unique location of this project, and to set a precedent for the Township expectations, it's imperative updated topo is collected so the design can be properly designed to meet ADA compliance. Tasks to be accomplished include:

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

Task 2 – Utility Coordination

OHM Advisors will notify applicable utility agencies, as a representative of the Charter Township of Ypsilanti, with regards to the proposed project. We will request information regarding the existing utilities within the project limits from all necessary utility companies to be incorporated into the construction drawings. OHM will coordinate with the Charter Township of Ypsilanti to schedule and hold a utility meeting, if necessary, to resolve any conflicts. If conflicts require relocations of existing utilities, OHM Advisors will coordinate with the Charter Township of Ypsilanti and the utility company involved.

In addition to coordinating utilities, OHM will work with YCUA to design and apply for a permit for a new 8" watermain loop to replace the original 6" watermain and complete the loop off the 1984 8-inch watermain that was installed when the courthouse was constructed. This will need to include both plan and profile sheets required by EGLE. OHM will also include a watermain standard notes and details.

Task 3 – Geotechnical Investigation

OHM Advisors will coordinate with G2 to provide geotechnical information for this project. It is assumed that we will receive up to six (6) Cores and two (2) borings (10 feet deep) within the project limits. G2 will provide a report on existing subsurface conditions and provide recommendations for cross section. Core and boring logs will be included in the bid package.

Task 4 – Preliminary Engineering Drawing Design

The data gathered in Tasks 1 - 3, along with the conceptual sketches provided during the Design Survey process, will allow us to create a set of design drawings and aerial maps. These drawings and maps will be further developed to show the parking lot layout and minor changes. Preliminary design will be completed at this time.

For the parking lot, we propose to put back essentially the same footprint but minor alternations may be proposed to landscape islands as well as the turnaround area near the drop boxes. The preliminary design will be introduced for the Township's consideration. Previously a conceptual design was offered that improved accessibility with more significant design alterations. Those concepts were discussed with the former residential services director and were generally supported. However, those design changes are not included in this base proposal. We have listed an optional task under the assumptions section of this proposal if desired.

Task 5 – Develop Plan Package (50% Plans)

OHM Advisors will develop preliminary plans, specifications, and an engineer's opinion of cost in conformance with the Charter Township of Ypsilanti Engineering Standards and design specifications. The plans will include a cover sheet, detail sheet, note sheet, legend sheet, removal sheets, typical cross sections, plan, and profile sheets.



Alignment, geometrics, and proposed elevations will be preliminary and will be used for preparing the preliminary opinion of cost. Two sets of the Preliminary Plan Package will be submitted to the Township for review. OHM will meet with the Township representatives to discuss preliminary plan comments and design items.

Task 6 – Specifications, Final Plans and Bid Package Assembly

In order to develop the necessary specifications, OHM will follow the Charter Township of Ypsilanti Engineering Standards and Design Specifications. These specifications will pertain to specific items such as special instructions to bidders (Township requirements), supplemental and technical specifications, and a method of payment for the contractor to follow.

After meeting with the Township, OHM Advisors will further develop plans and special provisions integrating the comments received by all parties. OHM will prepare detailed construction plans at a 1” = 40’ scale on 22” x 34” sheets, as well as updating the engineer’s opinion of cost and streamlining the specifications.

The bid package will require the necessary bonding, prevailing wage information, and insurance requirements as well as a bid form that will allow the Township to compare bids on an “apples to apples” basis. After completion of the design, the Township will be provided with two hard copies of the package for review along with an updated final engineer’s opinion of probable cost. Final adjustments to the package will then be made based on the Township’s comments prior to advertising and bidding. A list of permits will also be included in the bid package and all applicable permit applications will also be applied for as part of this task.

Task 7 – Bidding Assistance

The final bid package will be provided to the Township to be posted on the Michigan Inter-governmental Trade Network (MITN). OHM will assist with the bid process and conduct a bid opening. OHM can also hold an onsite pre-bid conference with potential bidders, if requested by the Township. OHM will address any questions and/or any Requests for Information (RFIs) received by the bidding contractors during the bid phase. OHM will hold a bid opening at the Township on the date specified in the bid documents. Bids will be received, read aloud, collected, tabulated, and reviewed. A letter of recommendation will be provided to the Township based on price, references, and other criteria outlined in the bid documents.

DELIVERABLES

Task	Deliverable
Task 4	Preliminary Engineering Drawings
Task 5	50% Engineering Plans
Task 6	Final Plans & Bidding Package (Reviewed by Township Attorney)
Task 7	Recommendation of Award Letter

KEY PERSONNEL

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

Project Team Members	Role on Project	Specific Duties
Matthew Parks, PE	Project Manager	Management & Public Liaison
Nicholas Barnett, P.E./Stacie Serdar	Lead Design Engineer	Concepts, Design Development,



		ADA Issues, & QA/QC
Andrew Schripsema, PE, PS	Surveyor	Design Survey (Control, Topography, & Right-of-Way)

ASSUMPTIONS/CLARIFICATIONS

- ▶ The design will be limited to the sidewalk and hard surface around the limits of the main Civic Center parking lot. This design will not incorporate any improvements to Veteran’s Drive, the employee parking lot, or the drive to the employee parking lot.
- ▶ This design is limited to matching the existing parking lot layout with only minor changes. Additional “greenway landscape” design or sidewalk integrated into the parking lot is not included. However, this can be added to the scope for additional fees based on the Township’s desired final product. We estimate this work to be between \$5,000 and \$15,000 depending on the final scope.
- ▶ After our survey team completes the Topographic Survey, OHM will review the existing grades of the surrounding sidewalk that intersects the project. If additional sidewalk reconstruction is needed to meet ADA, OHM will notify the Township and design to meet ADA standards.
- ▶ Any additional tasks outside of the above scope of services can be conducted at an hourly rate or as negotiated between the Township and OHM Advisors. Additional work will not be conducted prior to Township written authorization.
- ▶ No construction phase services are included in the proposal. The Township can inspect and administer this project with their staff or OHM can submit a proposal under separate cover for consideration upon request. In general, projects like this require approximately 14-15% of the overall construction cost to administer construction services. This can change based on the level of service provided.
- ▶ Any meetings in addition to the meetings outlined in the above scope are not included in the scope of services but can be attended upon request. Time spent for these meetings will be charged on an hourly basis.

SCHEDULE

OHM Advisors intends to start work within three weeks of approval of the proposal. Final plans should be complete within four months. OHM Advisors should be notified immediately of any deadline changes to satisfy the Township’s needs, as significant changes in the final project schedule could affect total cost.

FEE

OHM Advisors will invoice the Charter Township of Ypsilanti for the above stated services on an hourly not-to-exceed basis, in accordance with our 2023 Rate Schedule. Invoices will be sent monthly as work is performed.

Design Tasks	Design Fee
Task 1: Topographic Survey	\$9,000.00
Task 2: Utility Coordination	\$12,900.00
Task 3: Geotechnical Investigation	\$5,950.00
Task 4: Prelim Engineering Drawing Design	\$16,100.00
Task 5: Develop 50% Plans	\$9,300.00
Task 6: Specification and Final Bid Package Assembly	\$8,500.00
Task 7: Bidding Assistance	\$4,750.00
Total	\$66,500.00



The total fee is estimated to be \$66,500.00. Additional services, such as landscape architectural services or additional sidewalk design can be provided on an hourly basis, as requested. See second bullet under Assumptions/Clarifications.

*If landscape concept is desired \$76,500.00 should be authorized. (See attached).

ACCEPTANCE

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

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

OHM ADVISORS
CONSULTANT

Charter Township of Ypsilanti
CLIENT

(Signature)

Matthew D. Parks, P.E.

(Name)

Principal in Charge

(Title)

(Date)

(Signature)

(Name)

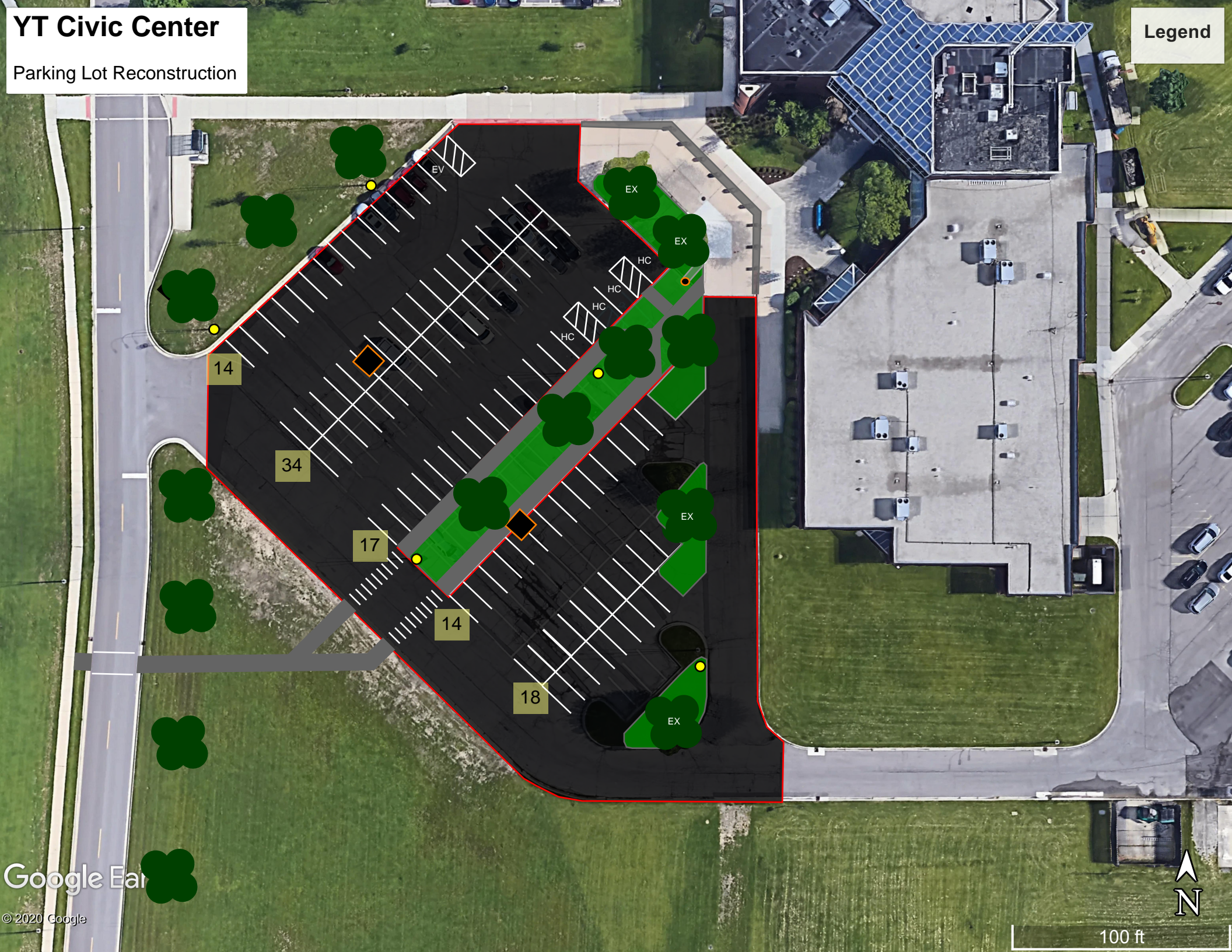
(Title)

(Date)

YT Civic Center

Parking Lot Reconstruction

Legend



Google Earth

© 2020 Google

100 ft





MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: John Hines, Recreation Director

Date: May 31st, 2023

RE: Request Authorization to approve Spicer Group to provide professional services related to the preliminary engineering, design and bidding for the Ypsilanti Township ARPA Parks projects in West Willow, Burns, Ford Heritage, Ford Lake and Lakeside Parks.

At the May 23, 2023 special Board Meeting, the BOT approved resolution 2023-07, which designated ARPA funds to various needed projects for the township.

The Residential Services Department is looking for authorization to approve Spicer Group to provide professional services related to the preliminary engineering, design and bidding for:

Project #3: Park Improvements to West Willow Park for up to \$35,000 budgeted in GL#282-901-981.150. Focus on improving the walking path, refresh the shelter and playground area and expand the parking lot.

Project #4 Park Improvements to Burns Park for up to \$27,000 budgeted in GL#282-901-981.010. Provide better accessibility to park, the walking path and refresh the playground area.

Project #9 Bathroom Facilities for Ford Heritage Park for up to \$53,000 budgeted in GL#282-901-981.080. Install shelter and bathroom facility in the park. Provide additional lighting near structure.

Project #12 Park Shelter Replacements for Ford Lake Park for up to \$31,500 budgeted in GL#282-901-981.070. Install new roofs for shelters 1-4, structure stability upgrades if needed and additional lighting.

Project #12 Park Shelter Replacement for Lakeside Park for \$30,500 budgeted in GL#282-901-981.120. Renovate the shelter bathroom, upgrade and repair the shelter and improve the parking lot.

John Hines
Recreation Director

May 31, 2023

John Hines, CPRP
 Recreation Director
 Charter Township of Ypsilanti
 2025 East Clark Road
 Ypsilanti, MI 48197

RE: ARPA Parks Projects
 Charter Township of Ypsilanti, Michigan
 Letter Agreement for Professional Services

Mr. Hines:

At your request, we are furnishing you with a letter agreement to provide professional services related to the preliminary engineering, design and bidding of the Ypsilanti Township ARPA Parks projects.

BACKGROUND

As part of the American Rescue Plan Act (ARPA), Ypsilanti Charter Township received funds for work at 5 parks throughout the Township as detailed below.

Park	Scope	Construction Estimate
West Willow Neighborhood Park	Focus on walking path, shelter refresh, playground refresh and expand parking lot	\$350,000
Burns Park Neighborhood Park	Accessibility to park, walking path, playground refresh	\$250,000
Ford Heritage Park	Bring shelter with bathroom to Ford Heritage Park. Add lighting around where Shelter is built	\$500,000
Ford Lake Park	New roofs for shelters, look at structure stability overall, restrooms for 1, 2, and 3. Potential Lighting upgrades. Add a shelter 5?	\$300,000
Lakeside Park	Bathroom renovation (in dire state), shelter renovation, parking lot paving	\$300,000
TOTAL		\$1,700,000

SCOPE OF BASIC PROFESSIONAL SERVICES

Spicer Group’s proposed services follow. They are phased to reflect the orderly and reasonable progress of the project.

1. Preliminary Engineering & Building Evaluation

- a. Meet with the Township to refine the scope of services for each park
- b. Procure geotechnical engineering proposals for shelter foundations, playscapes, and parking areas based on the scope of services.
- c. Evaluate the existing building conditions for the renovations and roofing
- d. Perform a needs assessment related to new facilities

2. Survey

- a. Submit MissDIG design ticket, organize utility information, and coordinate with affected utility companies as necessary
- b. Perform a topographical survey of the sites and prepare an existing conditions base plan.
 - i. Horizontal and vertical control will be established.
 - ii. Survey limits will include the area of the park necessary for creating plans, including 100' beyond the property lines where the project abuts a property line. We do not intend to survey the entire park properties.
 - iii. All visible physical features will be located, including all walls, drives, paved areas, fences, sidewalks, pathways, trees, shrubs, drainage structures, culverts, etc.

3. Design

- a. Create plans in CAD based on the scope of work provided by the Township. These plans will include details necessary for construction.
- b. Anticipated sheets include:
 - i. Cover
 - ii. Notes
 - iii. Existing Conditions
 - iv. Site Plan
 - v. Detailed grading & ADA plan
 - vi. Building Plans
 - vii. SESC plan
 - viii. Details
- c. Prepare bidding documents including standard contract language and a project manual complete with technical specifications defining pay items and materials/products to be used.
- d. Acquire a soil erosion permit. Permit fees are not included in our professional services fee.
- e. Hold a design review meeting with the Township prior to advertising the project for bids.

4. Bidding Assistance

- a. Post Plans and Specifications on the Spicer Group bidding website and Quest for electronic bidding. We will also post an advertisement on MITN and will provide the Township with an electronic copy of the advertisement to post elsewhere, if desired.
- b. Issue addenda as necessary to clarify the bidding documents.
- c. Host a virtual bid opening
- d. Review bids and analyze for completeness; provide a bid tabulation for review
- e. Provide a recommendation of award

May 31, 2023

Page 3 of 4

5. Grant Administration

- a. Assist with ARPA submittals, as required
- b. Submit plans, specifications, itemized project cost estimate, and implementation schedule.

SERVICES NOT INCLUDED

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

- Seeking or securing additional funding
- Expanding or altering the scope of work defined in the grant application and award
- Permit fees
- Boundary Survey

A separate proposal for Construction Inspection and Construction Administration will be provided when the project is approaching the construction phase.

ADDITIONAL SERVICES

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

FEE SCHEDULE

Our proposed fee schedule follows. We will submit monthly invoices to you for our basic professional services, any additional authorized services, and any reimbursable expenses. Unless other payment arrangements are made, we will include any of our project subconsultants costs on our invoice including a 10% fee to cover taxes, administration, and insurance.

Park	Prelim Eng	Survey & Design	Bidding	Grant	Geotech Allowance	Total
West Willow Neighborhood Park	\$1,000	\$28,000	\$2,500	\$1,000	\$2,500	\$35,000
Burns Park Neighborhood Park	\$1,000	\$21,000	\$1,500	\$1,000	\$2,500	\$27,000
Ford Heritage Park	\$1,000	\$42,000	\$4,000	\$1,000	\$5,000	\$53,000
Ford Lake Park	\$1,000	\$25,000	\$2,000	\$1,000	\$2,500	\$31,500
Lakeside Park	\$1,000	\$24,000	\$2,000	\$1,000	\$2,500	\$30,500
TOTAL	\$5,000	\$140,000	\$12,000	\$5,000	\$15,000	\$177,000

We have calculated these fees based on our understanding of what you want us to do and what you have told us. Should we approach the amount of the fee for any reason before we are finished with the work, if the scope changes or our understanding was incorrect, we will notify you and discuss with you the option of adjusting the amount of the fee or adjusting the scope of services. Our fee includes an allowance for geotechnical engineering services. Once the scope of services is fully defined, we will solicit proposals from geotechnical consultants and refine this line item of the proposal accordingly.

If this proposal meets with your approval, please acknowledge this approval with an authorized signature below and return one of the enclosed copies to us. We deeply appreciate your confidence in Spicer Group, and we look forward to working with you and for you on your project.

Sincerely,



Jennifer L. Chehab, P.E.
Sr. Project Manager



Philip A. Westmoreland, P.E.
Sr. Project Manager
SPICER GROUP, INC.
125 Helle Blvd, Suite 2
Dundee, MI 48131
Phone: (734) 823-3308

Attachment: General Conditions

Cc: SGI File 134586SG2023

Above proposal accepted and approved by Owner.

YPSILANTI CHARTER TOWNSHIP

By: _____
Brenda Stumbo, Supervisor

Date: _____

By: _____
Heather Jarrell Roe, Clerk

Date: _____

**CONTRACT DOCUMENTS
FOR
WEST WILLOW COMMUNITY
RESOURCE CENTER ASSISTANCE**

**YPSILANTI TOWNSHIP
YPSILANTI TOWNSHIP, MI 48197**

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

0098-23-0032
June 13, 2023

West Willow Community Resource Center Assistance
Ypsilanti Township
0098-23-0032

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ADVERTISEMENT FOR BID

West Willow Community Resource Center Assistance
Ypsilanti Township
June 13, 2023

Sealed Bids for West Willow Community Resource Center Assistance will be received at the office of Ypsilanti Township until 2:00 PM local time, on July 11, 2023, by the office of the Township Clerk located at 7200 S Huron River Drive, Ypsilanti Township, MI 48197. The approximate quantities of major items of work involved are as follows:

Rehabilitating West Willow Community Resource Center to address the following:

1. Remove deteriorated brick chimney, support roof.
2. Replace cracked siding with new vinyl siding.
3. Replace gutters with new ones during siding replacement.
4. Replace old windows, cover boarded windows with siding.
5. Reinforce foundations and structural elements by upgrading block foundations OR underpinning foundation
6. Replace front porch handrail to meet code.
7. Install central air conditioning OR replace window unit.
8. Improve restroom accessibility within constraints.
9. Replace interrupted handrail at rear ramp.
10. Replace broken concrete slab at the rear.
11. Install a yard hydrant or sillcock for the water access to the community garden.

This project aims to enhance the center's functionality, safety, and accessibility, providing a revitalized space for the community to access resources and services.

The issuing Office for the Bidding Documents is the clerk office of Ypsilanti Township. Bidding documents may be examined at the following locations after June 13, 2023, at 1:00 PM: (Download Fee may apply); [MITN Purchasing Group, Bidnetdirect.com](https://www.mitn.com); and Ypsilanti Township, 7200 Huron River Drive, Ypsilanti Township, MI 48197. OWNER will not be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office. Bidders should direct correspondence to the OWNER.

Copies thereof may be obtained on or after 1:00 PM, local time, June 13, 2023, at the office of the CLERK, 7200 S. Huron River Drive, Ypsilanti Township, Michigan 48197. A fee of Fifty-five dollars (\$55) non-refundable will be charged for each set of Contract Documents. An additional fee of dollars (\$15) non-refundable will be charged for each set of Contract Documents which are mailed.

Bid Security in the form of a 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 is scheduled for this project at 2057 Tyler Road, Ypsilanti Township, MI 48197 on June 23, 2023 at 3:00pm.

Heather Jarrell Roe, Township Clerk
Ypsilanti Township

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 OWNER 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

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 does not make written objection prior to signing of the Agreement will be deemed acceptable to the OWNER.

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 building rehabilitation and bringing public space to code as prescribed by the Township Building Department. 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 August 1, 2023. The CONTRACTOR shall complete the proposed work, including final tests thereof, in order to have the Building Rehabilitation finished as of the substantial completion date. Final cleanup and restoration shall be finished by the project completion date, unless otherwise directed in writing by the OWNER's representative.

Summary of anticipated dates:

Contract Award July 18, 2023
Notice to Proceed July 25, 2023
Construction Start Date August 1, 2023
Substantial Completion Date.... October 10, 2023
Project Completion..... November 7, 2023

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. Mandatory Pre-bid Meeting

A mandatory pre-bid meeting is scheduled for this project at the location of the contract at 2057 Tyler Road, on June 23rd, 2023 at 3:00 PM.

At the mandatory pre-bid meeting for the building rehabilitation project, potential bidding contractors should focus on the following key aspects to gain a comprehensive understanding of the project requirements:

Project Scope: Contractors should carefully review and understand the detailed scope of work provided in the bid documents. This includes specifications, coordination with the Township Building Official, Dave Bellers, and any other relevant documents outlining the specific rehabilitation tasks required.

Site Visit: It is crucial for potential bidders to conduct a thorough on-site inspection to assess the existing condition of the building. This visit will provide valuable insights into potential challenges, existing infrastructure, and any site-specific considerations that may affect the rehabilitation work.

Quality Standards and Codes: Contractors need to familiarize themselves with the quality standards, building codes, and regulations applicable to the rehabilitation project. Compliance with these standards is essential to maintain the schedule outlined within the SIB.

Bid Requirements and Evaluation Criteria: Contractors should carefully review the bid requirements and evaluation criteria outlined during the pre-bid meeting. This includes understanding the necessary documentation, such as licenses, permits, insurance, and bonding requirements. Comprehending the evaluation process will help contractors tailor their bids to meet the project's specific needs.

Communication and Clarification: The pre-bid meeting provides an opportunity for contractors to seek clarification on any aspects of the project, including design intent, performance requirements, or any other technical queries. Contractors should actively engage in communication to ensure a clear understanding of the project's expectations. If there is a concern brought to the attention of the Township not considered within the Bid Documents, we may issue an addendum and notify the contractors present for the mandatory pre-bid meeting.

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, 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, 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, and their consultants, agents, and employees, except only such injury or damage as shall have been occasioned by the sole negligence of the OWNER, 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, and the OWNER(s), 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; 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, any 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. 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

2.2.6. Umbrella or Excess Liability

\$2,000,000

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 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. 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; 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; 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

West Willow Community Resource Center Assistance 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.

Addenda No.	Addenda 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 OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by OWNER 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):

INSERT BID FORM HERE

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

Bidder agrees that the Work will be Substantially Complete on or before October 10, 2023, and completed and ready for final payment in accordance with the General Conditions on or before November 7, 2023.

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): Cashier's Check or Bid Bond
- Statement of Qualifications
- Subcontractor Listing
- Legal Status of Bidder

SUBMITTED on _____, 20 _____

State Contractor License No. _____ . (If applicable)

If Bidder is:

An Individual

Name (typed or printed): _____

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

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

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

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

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

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

Name (typed or printed): _____

Title: _____

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

Business address: _____

Phone No.: _____ FAX No.: _____

Date of Qualification to do business is: _____

A Joint Venture

Joint Venture Name: _____ (SEAL)

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

Name (typed or printed): _____

Title:

Business address: _____

Phone No.: _____ FAX No.: _____

Joint Venture Name: _____ (SEAL)

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

Name (typed or printed): _____

Title:

Business address: _____

Phone No.: _____ FAX No.: _____

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

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

BID GUARANTEE

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

Dollars (\$_____).

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

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

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

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

SIGNED AND SEALED THIS _____ DAY OF _____, 20 _____

Authorized Signature of Bidder: _____

(TITLE) _____

(SEAL)

BID BOND

BIDDER (Name and Address):

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

OWNER (Name and Address):

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

BID

BID DUE DATE: July 11, 2023

PROJECT (Brief Description Including Location):

Rehabilitating West Willow Community Resource Center to address the following:

- 1. Remove deteriorated brick chimney, support roof.
- 2. Replace cracked siding with new vinyl siding.
- 3. Replace gutters with new ones during siding replacement.
- 4. Replace old windows, cover boarded windows with siding.
- 5. Reinforce foundations and structural elements.

6. Replace front porch handrail to meet code.
7. Install central air conditioning or replace window unit.
8. Improve restroom accessibility within constraints.
9. Replace interrupted handrail at rear ramp.
10. Replace broken concrete slab at the rear. This project aims to enhance the center's functionality, safety, and accessibility, providing a revitalized space for the community.

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: _____

SUBCONTRACTOR LISTING

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

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

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

_____ \$ _____

Phone: _____

FAX: _____

E-mail _____

_____ \$ _____

Phone: _____

FAX: _____

E-mail _____

_____ \$ _____

Phone: _____

FAX: _____

E-mail _____

IRAN LINKED BUSINESS CERTIFICATION

Pursuant to Michigan Public Act 517 of 2012, any Bidder that submits a bid on a request for proposal with Ypsilanti Township 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 Ypsilanti Township. 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 _____, 20__.

Notary Public _____

_____ County, Michigan

My Commission Expires: _____

DEFINITIONS

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

AGREEMENT

This AGREEMENT is by and between Ypsilanti Township (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

ARTICLE 1 WORK

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

Rehabilitating West Willow Community Resource Center to address the following:

1. Remove deteriorated brick chimney, support roof.
2. Replace cracked siding with new vinyl siding.
3. Replace gutters with new ones during siding replacement.
4. Replace old windows, cover boarded windows with siding.
5. Reinforce foundations and structural elements.
6. Replace front porch handrail to meet code.
7. Install central air conditioning or replace window unit.
8. Improve restroom accessibility within constraints. 9. Replace interrupted handrail at rear ramp.
10. Replace broken concrete slab at the rear. This project aims to enhance the center's functionality, safety, and accessibility, providing a revitalized space for the community

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:

West Willow Community Resource Center Assistance

ARTICLE 3 CONTRACT TIMES

3.01 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.

3.02 Dates for Substantial Completion and Final Payment

A. The Work will be substantially completed on or before October 10, 2023, and completed and ready for final payment on or before November 7, 2023.

3.03 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 \$500.00/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 \$500.00/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 4 CONTRACT PRICE

4.01 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 OWNER as provided in Article 23 of the General Conditions.

ARTICLE 5 PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments

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

ARTICLE 6 CONTRACTOR'S REPRESENTATIONS

6.01 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 OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by OWNER 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 7 CONTRACT DOCUMENTS

7.01 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: N/A
10. Addenda (numbers _____ to _____, inclusive);
11. Exhibits to the Agreement (enumerated as follows):
 - a. Documentation submitted by CONTRACTOR prior to Notice of Award (pages ___ to ___, inclusive);
 - b. _____
12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Orders;
 - c. Change Order(s).

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

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

ARTICLE 8 MISCELLANEOUS

8.01 Terms

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

8.02 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.

8.03 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.

8.04 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: _____

By: _____

(CORPORATE SEAL)

(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: West Willow Community Resource Center Assistance
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	SURETY
Company: _____ (Corp. Seal)	Company: _____ (Corp. Seal)
Signature: _____	Signature: _____
Name & Title: _____	Name & Title: _____ (Attach Power of Attorney)

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

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

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

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

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

the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

statutory bond and not as a common law bond.

12. Definitions.

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

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

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

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

End of Section

PAYMENT BOND

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

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

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

CONTRACT Date: Amount: Description: West Willow Community Resource Center Assistance 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: West Willow Community Resource Center Assistance, OHM JOB NO. 0098-23-0032.

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 West Willow Community Resource Center Assistance 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: _____

SWORN STATEMENT

State of Michigan

County of: : _____ Date: _____

_____ (deponent) being duly sworn deposes and says:

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

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

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

(Insert legal description of property) _____

Commonly known as:

West Willow Community Resource Center Assistance

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

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

Dated: _____

Signature of Deponent

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

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

My commission expires: _____ Signature: _____

GENERAL CONDITIONS

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General

1. DEFINITIONS

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

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

“Change Order” - A document recommended by OWNER, 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.

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

“Construction Observer”: The authorized representative of OWNER 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 OWNER, the CONTRACTOR must promptly furnish such additional security as may be required from time to time by the OWNER 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 OWNER and included in the Contract Documents may be supplemented by other drawings furnished by the CONTRACTOR and approved by the OWNER or supplied to the CONTRACTOR by the OWNER 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 OWNER's attention for proper adjustment before starting on the work covered by such, and has received from the OWNER 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 OWNER 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 OWNER will decide as to the true intent.

Information regarding site of the Work given in drawings and specifications has been obtained by the OWNER 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 OWNER 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 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 OWNER; and they shall not reuse any of them on extensions of the project or any other project without written consent of OWNER and specific written verification or adaptation by OWNER.

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 OWNER 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 OWNER 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 OWNER, and the OWNER'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 OWNER 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 OWNER, 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 OWNER.

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, Owners and the trade.

11. SHOP DRAWINGS & SPECIAL DRAWINGS

Where called for in the specifications, CONTRACTOR shall submit to the OWNER 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 OWNER and resubmit same without delay. Approval of the OWNER shall not relieve the CONTRACTOR of responsibility for errors in the drawings, as the OWNER'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 OWNER 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 OWNER 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 OWNER 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 the OWNER is not 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 OWNER, 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, in accordance with all and singular terms and stipulations herein contained, the OWNER shall make final payment, from a final estimate made by the OWNER. 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 OWNER, 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 untruthful or incorrectly compiled.

15. EXTENSION OF TIME

All days in which work is suspended by order of the OWNER, 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 OWNER 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 OWNER. 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 OWNER, 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.

Owner Observation Responsibilities

23. OWNER DURING CONSTRUCTION

The Work shall be subject to the approval of the OWNER, 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 OWNER 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 OWNER. 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 OWNER'S RESPONSIBILITIES

Neither OWNER's authority or responsibility under this Article or under any other provision of the Contract Documents nor any decision made by OWNER 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 OWNER shall create, impose or give rise to any duty owed by OWNER to CONTRACTOR, any subcontractor, any supplier, any other person or organization, or to any surety for or employee or agent of any of them.

OWNER 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. OWNER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

OWNER 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.

OWNER'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 OWNER's consultants, authorized representative and assistants.

26. LINES & GRADES

Principal reference lines or points and bench marks may be given by the OWNER 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 OWNER three (3) working days in advance.

The OWNER 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 OWNER. 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 OWNER'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 OWNER 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 OWNER.

The 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 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 OWNER at any time during manufacture or construction, and at any place where such manufacture or construction is carried on. The 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 OWNER. All construction observations and tests by the 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 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 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 OWNER 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 OWNER and the CONTRACTOR. If the OWNER 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 OWNER 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 OWNER 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 OWNER shall notify the CONTRACTOR, in writing, that any man on the Work is, in the opinion of the OWNER, 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 OWNER.

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 OWNER; 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 OWNER, provided no appeal is taken, the CONTRACTOR may, upon seven (7) days' written notice to the OWNER, 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 OWNER, 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 OWNER, 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 OWNER.

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 OWNER 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 OWNER 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 OWNER 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 OWNER, 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 OWNER 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 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 Owners, 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 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 OWNER, OWNER'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 any of its agents, nor any order, measurements or certificate by the OWNER, 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 OWNER 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 OWNER 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 OWNER has witness points as reference for resetting of such monuments. After referencing has been done and suitable permanent sketches prepared, the OWNER 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 OWNER 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 OWNER 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 Owner. Sump pump connections shall be made to the storm drain pipe by a coring method as approved by the OWNER. 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 OWNER 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 OWNER 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 OWNER 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 OWNER. 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 OWNER. 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 OWNER, 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 OWNER. 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 OWNER.

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

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 OWNER for approval his construction methods and design mixes, sieve analysis and/or certification of compliance with the 2020 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 OWNER, 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 OWNER for consideration and approval.

3. MDOT STANDARDS

References to the Michigan Department of Transportation (MDOT) Specifications shall pertain to the 2020 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 1004-1 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 Owner.
- 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 OWNER 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, 176 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 917-2 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 917-2 may be used where approved by the Owner.

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 917.12 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 Owner.

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 Owner.

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 streets:	8" non-reinforced concrete 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 Owner.

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 G 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 OWNER. 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 OWNER.

b. Placing New Fence

Woven wire and chain link fencing shall be installed in accordance with Sections 808.03B and E 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 OWNER 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 OWNER.

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 Z60.1-2014).

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 lump sum for work actually completed. Payment will include the cost of all labor, tools, materials, and equipment necessary to do the work.

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 specifications, but which are necessary to complete the work.

C. PERMITS:

The permits must be acquired from the Township Building Department by the Contractor.

BRICK CHIMNEY REMOVAL AND ROOF FRAMING RESTORATION

The completed work as measured for Brick Chimney Removal and Roof Framing 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>
Brick Chimney Removal and Roof Framing Restoration	Lump Sum

The scope of work includes the removal of the existing brick chimney. The removal will be executed below the roof line. Framing work will also be undertaken over the resulting chimney hole to provide structural support for the roof sheathing, shingles, and typical roof loads. The restoration will enable the seamless integration of the roof, ensuring integrity and aesthetic appeal.

The specific requirements, materials, and quality standards for the “Brick Chimney Removal and Roof Framing Restoration” shall comply with applicable building codes. All debris resulting from the chimney removal shall be appropriately disposed of in compliance with environmental regulations.

SIDING REPLACEMENT WITH VINYL SIDING INSTALLATION

The completed work as measured for Siding Replacement with Vinyl Siding Installation will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Siding Replacement with Vinyl Siding Installation	Lump Sum

This pay item entails the replacement of the existing siding. The current siding denotes cracks and has experienced degradation of its protective surface layer. Although the siding appears to be a wood fibrous material without asbestos content, it is required to conduct testing during removal to confirm its composition. The pay item includes installation of new vinyl siding directly over the existing material.

The siding replacement shall comply with the project specifications and applicable building codes. If testing confirms the presence of asbestos in the existing siding, proper abatement procedures must be followed. All debris resulting from the removal of the old siding and installation of the new vinyl siding shall be appropriately disposed of in compliance with environmental regulations.

GUTTER REPLACEMENT

The completed work as measured for Gutter Replacement will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Gutter Replacement	Lump Sum

This pay item includes the removal and replacement of all existing gutters. As part of the comprehensive renovation, the gutters will be replaced to ensure proper functionality and aesthetic cohesion with the new

siding. The removal of old gutters, installation of new gutter system, including downspouts and necessary accessories, will be carried out in conjunction with the siding replacement to minimize disruption.

The gutter replacement shall comply with the project specifications and applicable building codes. Proper alignment, pitch, and fastening techniques will be employed during installation to optimize the performance and longevity of the gutter system. All debris resulting from the gutter and siding replacement shall be appropriately disposed of in compliance with environmental regulations.

WINDOW REPLACEMENT AND PERMANENT COVERING OF BOARDED WINDOWS

The completed work as measured for Window Replacement and Permanent Covering of Boarded Windows will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Window Replacement and Permanent Covering of Boarded Windows	Lump Sum

This pay item entails the replacement of the existing old windows due to their deteriorated condition. Additionally, the current boarded over windows, which are not necessary for egress, will be permanently covered by siding. The window replacement will involve the removal of old windows and installation of new, energy-efficient windows. The boarded windows will be covered with siding to ensure a seamless and visually cohesive appearance. The work will be conducted in compliance with applicable building codes and specifications, ensuring enhanced functionality, aesthetics, and energy efficiency.

The window replacement and covering of boarded windows shall comply with project specifications and applicable building codes. Proper sizing, installation, and weather sealing techniques will be employed during the window replacement process. The siding used to cover the boarded windows will match the existing siding to maintain uniformity. All debris resulting from the removal and installation process shall be appropriately disposed of in compliance with environmental regulations.

BLOCK FOUNDATION UPGRADE FOR ORIGINAL BUILDING AND ADDITION

The completed work as measured for Block Foundation Upgrade for Original Building and Addition will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Block Foundation Upgrade for Original Building and Addition	Lump Sum

This pay item involves a comprehensive structural assessment and block foundation upgrade for the building, which consists of an original section and two subsequent additions. The foundations under each portion, including the gable wall of the original section, are deemed inadequate in terms of depth and support. An 8" x 8" wooden beam is observed beneath the gable wall. While the building has shown moderate movement over the years, its continued use in its current state is not expected to pose immediate concerns. The scope of work includes reinforcing the foundations, enhancing structural stability, and ensuring the long-term safety and functionality of the building.

The structural assessment and foundation upgrade shall comply with the project specifications, structural engineering recommendations, and applicable building codes. The work may involve excavation, installation of additional support, reinforcement of existing foundations, and any necessary structural modifications. All materials used for the upgrade shall meet the required strength and durability standards. The objective is to improve the structural integrity of the building and enable its continued safe occupancy.

Additionally, this pay item includes rodent proofing measures for the foundation. The rodent-proofing measures will extend up to a depth of 30 inches, ensuring that rodents cannot penetrate the foundation and access the building.

UNDERPINNING BUILDING FOUNDATION FOR ORIGINAL BUILDING AND ADDITION

The completed work as measured for Underpinning Building Foundation for Original Building and Addition will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Underpinning Building Foundation Upgrade for Original Building and Addition	Lump Sum

This pay item includes underpinning of the entirety of the building and additions foundation to provide additional support and stability. Underpinning effort will include stabilizing the existing foundation by extending it to a deeper level or by creating new support elements beneath it, as prescribed by the Township Building Department.

The work includes excavating sections of the foundation, installing new concrete piers or other supporting structures, and reinforcement of the existing foundation.

The structural assessment and foundation upgrade shall comply with the project specifications, structural engineering recommendations, and applicable building codes. The work may involve excavation, installation of additional support, reinforcement of existing foundations, and any necessary structural modifications. All materials used for the upgrade shall meet the required strength and durability standards. The objective is to improve the structural integrity of the building and enable its continued safe occupancy.

Additionally, this pay item includes rodent proofing measures for the foundation. The rodent-proofing measures will extend up to a depth of 30 inches, ensuring that rodents cannot penetrate the foundation and access the building.

FRONT PORCH HANDRAIL REPLACEMENT

The completed work as measured for Front Porch Handrail Replacement will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
-----------------	-----------------

Front Porch Handrail Replacement

Lump Sum

This pay item encompasses the replacement of the handrail on the front porch, ensuring its compliance with relevant building codes. The existing handrail is deemed non-compliant and requires upgrading to meet safety standards. The scope of work includes the removal of the old handrail and installation of a new handrail system that adheres to the specified code requirements. The replacement will involve selecting suitable materials, proper attachment methods, and appropriate height and spacing to achieve a safe and code-compliant front porch handrail.

The handrail replacement shall comply with the project specifications and applicable building codes. Suitable materials, such as treated wood or metal, will be used to ensure durability and longevity. The installation will be performed with proper anchoring, secure fastening, and compliance with height and spacing guidelines. All debris resulting from the removal and installation process shall be appropriately disposed of in compliance with environmental regulations.

INSTALLATION OF CENTRAL AIR CONDITIONING SYSTEM

The completed work as measured for Installation of Central Air Conditioning System will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Installation of Central Air Conditioning System	Lump Sum

This pay item involves the installation of a central air conditioning system as a replacement for the existing window air conditioner. The scope of work includes the installation of all necessary components, including the central unit, ductwork, registers, and thermostat. The central air conditioning system will be designed, sized, and installed to meet the cooling requirements of the area. The work will adhere to applicable building codes and specifications, ensuring optimal performance and comfort.

The central air conditioning system installation shall comply with the project specifications and applicable building codes. Proper sizing and load calculations will be conducted to determine the appropriate capacity for the space. The installation will include the routing of ductwork, proper insulation, and positioning of registers for efficient air distribution. Electrical and control connections will be made, and the system will be thoroughly tested and balanced for optimal performance. All debris resulting from the installation process shall be appropriately disposed of in compliance with environmental regulations.

REPLACEMENT OF AIR CONDITIONING WINDOW UNIT

The completed work as measured for Replacement of Air Conditioning Window Unit will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Replacement of Air Conditioning Window Unit	Lump Sum

This pay item involves the replacement of an air conditioning window unit as a replacement for the existing window air conditioner. The scope of work includes the installation of all necessary components, including the air conditioning unit and all materials associated for installation. The window unit system

will be designed, sized, and installed to meet the cooling requirements of the area. The work will adhere to applicable building codes and specifications, ensuring optimal performance and comfort.

The air conditioning unit replacement shall comply with the project specifications and applicable building codes. The system will be thoroughly tested and balanced for optimal performance. All debris resulting from the installation process shall be appropriately disposed of in compliance with environmental regulations.

ADA ACCESSIBILITY MODIFICATION FOR RESTROOM

The completed work as measured for ADA Accessibility Modification for Restroom will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
ADA Accessibility Modification For Restroom	Lump Sum

This pay item encompasses the necessary modifications to make the restroom as handicap accessible as possible, while considering existing constraints that may limit technical feasibility. The scope of work includes exploring feasible options to enhance accessibility, such as creating a partition within the restroom that can serve as a supply closet while also providing a surface to mount necessary grab bars. The modifications will be designed and executed in compliance with accessibility guidelines, ensuring improved usability and safety for individuals with disabilities.

The restroom handicap accessibility modifications shall comply with the project specifications and applicable accessibility standards. Feasibility studies will be conducted to determine the most practical approach within existing constraints. The modifications may involve constructing a partition that can accommodate a supply closet while allowing the installation of grab bars. Proper placement and reinforcement of grab bars, accessible sink and toilet fixtures, and adequate maneuvering space will be ensured. All debris resulting from the modification process shall be appropriately disposed of in compliance with environmental regulations.

HANDRAIL REPLACEMENT FOR ADA RAMP

The completed work as measured for Handrail Replacement for ADA Ramp will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Handrail Replacement for ADA Ramp	Lump Sum

: This pay item entails the replacement of the existing interrupted handrail at the accessible ramp located at the rear of the building with a continuous handrail system. The objective is to provide uninterrupted support and enhanced safety for individuals using the ramp. The scope of work includes the removal of the current interrupted handrail and installation of a new continuous handrail that extends along the entire length of the ramp. The replacement will adhere to accessibility guidelines and project specifications, ensuring a seamless and unbroken handrail for improved accessibility and usability.

The replacement of the interrupted handrail with a continuous handrail shall comply with applicable accessibility standards and project specifications. The new handrail will be securely attached and designed to withstand anticipated loads. Proper alignment, height, and spacing of the handrail will be maintained. All debris resulting from the removal and installation process shall be appropriately disposed of in compliance with environmental regulations.

REPLACEMENT OF CONCRETE SLAB AND ADA UPGRADE

The completed work as measured for Replacement of Concrete Slab will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Replacement of Concrete Slab	Lump Sum

This pay item entails the replacement of the broken concrete slab located at the rear of the building. The scope of work includes the removal of the damaged slab and installation of a new concrete slab matching the existing slab thickness. The replacement will be executed in compliance with project specifications, incorporating proper reinforcement and appropriate finishing techniques. The objective is to eliminate the trip hazard and restore the functionality and safety of the area. Additionally, the pay item shall include one (1) van accessible parking space approximate to the location of the concrete slab replacement and shall adhere to ADA requirements for dimensions, grade, and paint color.

The replacement of the broken concrete slab shall comply with project specifications and applicable building codes. The new slab will be properly reinforced with steel or fiber mesh to enhance durability and prevent future cracking. Adequate drainage will be considered during installation to avoid water accumulation. The surface will be finished to provide a safe and non-slippery walking surface. All debris resulting from the removal and installation process shall be appropriately disposed of in compliance with environmental regulations.

COMMUNITY GARDEN YARD HYDRANT

The completed work as measured for Community Garden Yard Hydrant will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Community Garden Yard Hydrant	Lump Sum

This pay item includes installation of a yard hydrant system in the community garden, ensuring a direct connection to the building's plumbing system and constructing the service at a grade below 42 inches. The installation of water supply lines and hydrant assembly will be in accordance with the Township Building Department.

Water Service Connection to Building Plumbing:

- a. Install a 3/4 inch water service line from the main building plumbing system to the yard hydrant location, utilizing materials and sizing as per plumbing code requirements.
- b. Connect the water service line to the building's plumbing system, ensuring proper alignment and watertight connections.

c. Install backflow prevention device, and other necessary fittings in accordance with local plumbing codes and regulations.

Hydrant Assembly and Installation:

- a. Assemble the yard hydrant components, including the hydrant and operating mechanism, following manufacturer guidelines and specifications.
- b. Connect the hydrant assembly to the service line, ensuring proper alignment and leak-free connections.
- c. Test the hydrant's functionality, shut-off valve operation, and frost protection mechanisms.

Note: The technical details and specifications mentioned in this pay item description are subject to project-specific requirements, local codes, and industry standards.

COMMUNITY GARDEN SILLCOCK

The completed work as measured for Community Garden Sillcock will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Community Garden Sillcock	Lump Sum

This pay item includes the installation of a frost-free sillcock on the exterior of the building, providing a water supply connection while preventing freezing during cold weather. The installation shall ensure proper functionality, durability, and efficient water supply while incorporating an interior ball valve for shut-off control.

Sillcock Selection and Sizing:

- a. Select a frost-free sillcock assembly that meets the required specifications and is compatible with the building's plumbing system.
- b. Determine the appropriate sizing based on anticipated water demand and hydraulic calculations.

Water Supply Line Connection:

- a. Identify the optimal location on the building's exterior for installing the frost-free sillcock, considering accessibility and protection from potential damage.
- b. Connect the sillcock to the internal building plumbing system, utilizing materials and fittings that meet plumbing code requirements.
- c. Ensure proper alignment, secure anchorage, and watertight connections to prevent leaks.

Frost-Free Design and Installation:

- a. Ensure the frost-free sillcock is designed with an extended length that allows the shut-off valve to be located inside the building, beyond the frost line.
- b. Install the sillcock with a downward slope toward the exterior to facilitate proper drainage and prevent water from accumulating and freezing.

Interior Ball Valve Installation:

- a. Install a ball valve on the interior side of the building, near the connection point of the sillcock, to provide convenient shut-off control.
- b. Ensure proper sizing and compatibility with the plumbing system, and install the ball valve following manufacturer guidelines and plumbing code requirements.

c. Test the ball valve for smooth operation and proper sealing to ensure effective water shut-off.

Backflow Prevention and Cross-Connection Control:

a. Install or ensure an appropriate backflow prevention device, or vacuum breaker, to protect the potable water supply from potential contamination.

b. Implement cross-connection control measures in compliance with local plumbing codes and regulations.

Note: The technical details and specifications mentioned in this pay item description are subject to project-specific requirements, local codes, and industry standards.

SUPPLEMENTAL SPECIFICATIONS

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1. GENERAL

These Supplemental Specifications are supplements to the General Conditions and General Specifications. Where conflicts exist between the aforementioned Contract Documents, the conditions in the Supplemental Specifications shall govern.

2. LOCATION OF PROJECT

The project site is located at 2057 Tyler Road in Ypsilanti Township.

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 Building Rehabilitation as well as any and all necessary earthwork, cleaning and restoration in accordance with the specifications.

4. CONSTRUCTION STANDARDS

It is the intention of these specifications to construct all work in accordance with applicable requirements of the Ypsilanti Township Building Department. 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-Monthly 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.

8. FEDERAL REQUIREMENTS

This project is being funded in part by the Federal Government. Therefore, it is mandatory that the CONTRACTOR be in compliance with the following Federal Requirements:

- A. Davis-Bacon Act, July 2, 1964 (Title 40, USC, 276A)
- B. Anti-Kickback Act (Title 18, USC 874)
- C. U.S. Department of Labor Regulations and Standards (Title 29, 1, 3 and 5)
- D. Equal Employment Opportunity Act, September 18, 1965 (Executive Order No. 11246)
- E. Federal Occupational Safety and Health Act of 1970
- F. Housing and Urban Development Act of 1968, Section 3, as amended, 12 USC, 1701u.

9. FAIR EMPLOYMENT PRACTICES ACT

The CONTRACTOR agrees that neither he nor his subcontractors will discriminate against any employee or applicant for employment. The CONTRACTOR shall not discriminate with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin or ancestry, nor shall age or sex be a condition of employment except where based upon an occupational qualification. Breach of these covenants may be regarded as a material breach of this Contract.

10. OBSERVATION OF CONSTRUCTION

All construction operations will require full time observation by the OWNER's representative. The CONTRACTOR must notify the TOWNSHIP at least three (3) working days (72 hours) prior to construction and no work shall be performed without the TOWNSHIP presence or awareness.

11. HOURS OF WORK

Work may be performed during the hours of 7 a.m. to 5:30 p.m., Monday through Saturday only. Work at other times may be performed only by written permission of the OWNER.

12. TESTING & SAMPLING

The CONTRACTOR shall furnish all samples of materials necessary for tests as determined by the TOWNSHIP 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 TOWNSHIP 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 TOWNSHIP. The cost of all such testing by manufacturers shall be incidental to the project.

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:

13. 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 the OWNER or appropriate governing agency.

14. 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	(734) 397-4338
Telephone	Ameritech	(734) 996-5350
Gas	Mich Con	(313) 389-7261
Cable Television	Comcast	(734) 216-8091

15. USE OF WATER

CONTRACTOR shall not make a connection to any fire hydrant without first obtaining the necessary permit (meter) from YCUA. The CONTRACTOR shall be charged for all water used.

16. PAVEMENT CONSTRUCTION

Asphalt and concrete pavements shall be constructed in accordance with the 2013 MDOT Standard Specifications for Construction unless otherwise indicated in the Supplemental Specifications, or Appendix.

Appendix



MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: John Hines, Recreation Director

Date: June 2nd, 2023

RE: **Request Authorization to approve Stantec Consulting to provide professional services related to the preliminary engineering and conceptual design for the Ypsilanti Township ARPA Community Center Bathroom Improvements.**

At the May 23, 2023 special Board Meeting, the BOT approved resolution 2023-07, which designated ARPA funds to various needed projects for the township.

The Recreation Department is looking for authorization to approve OHM Advisors to provide professional services related to the Phase 1: preliminary engineering and conceptual design for Project #5: Renovations to the Community Center Bathrooms and Replace Galvanized Piping for the amount of \$12,000, which is budgeted in GL#282-901-981.040

Stantec's Conceptual/Schematic Design (Phase I) proposal consists of:

- A. The A/E will meet with Township staff to confirm project scope and requirements.
- B. Review applicable code and ADA requirements, field verify existing conditions and review available record drawings, reports, and studies.
- C. Conduct analysis of existing sanitary system design and capacities based on connected plumbing fixtures to determine whether the system is adequate. Identify modifications required to correct existing deficiencies in the system.
- D. Provide conceptual/schematic design drawings for review and approval.

This phase is estimated to be four weeks. Future phases and proposals will be brought to the Board for approval.

This project was submitted by recreation staff due to the age of the bathroom fixtures, piping and amount of issues that piping has caused in recent years. Much of the piping in the building is original from the 1940's build. In recent years staff have had to schedule service on the restrooms upwards of 10+ times a year.

John Hines



Stantec Consulting Michigan Inc.
1168 Oak Valley Drive, Suite 100, Ann Arbor MI 48108-9200

June 2, 2023
File: 207585033

Attention: Mr. John Hines, CPRP
Ypsilanti Township Recreation Director
Charter Township of Ypsilanti
7200 South Huron River Drive
Ypsilanti, MI 48197

Dear Director Hines,

**Reference: Architectural and Engineering Design Services for the Community Center Bathroom Renovations Project
Charter Township of Ypsilanti, Washtenaw County, Michigan**

As requested, Stantec Consulting Michigan Inc. (Stantec) is pleased to submit this proposal for professional Architectural and Engineering (A/E) Design Services for the Community Center Bathroom Renovations Project. It is our understanding these improvements will consist of renovations to six (6) restrooms to update the functionality of the restrooms by installing new fixtures, wall, and floor finishes, and ensuring the spaces comply with current ADA standards. Parts of the water distribution piping are nearing the end of their useful life and renovations will provide an opportunity to replace piping along with this project, including:

- New interior wall and floor finishes, including painting, ceramic tile, and related modifications to existing walls and ceilings;
- New toilet and urinal partitions;
- New plumbing fixtures, including new vanities, faucets, toilets, urinals;
- New toilet accessories;
- New light fixtures;
- Related modifications to existing wiring and light fixture controls;
- Replace existing water fountains adjacent to the entrance of the toilet rooms;
- Remove and replace existing galvanized water distribution piping serving identified toilet rooms to adjacent main;
- Investigate and incorporate improvements to existing sanitary sewer system.

SCOPE OF WORK REQUESTED

Stantec proposes to perform the following tasks as part of these services:

1. Conceptual/Schematic Design (Phase I)

- A. The A/E will meet with Township staff to confirm project scope and requirements.
- B. Review applicable code and ADA requirements, field verify existing conditions and review available record drawings, reports, and studies.
- C. Conduct analysis of existing sanitary system design and capacities based on connected plumbing fixtures to determine whether the system is adequate. Identify modifications required to correct

Reference: **Community Center Bathroom Renovations Project**

existing deficiencies in the system. Destructive testing, digital camera investigations and other invasive investigative analysis is not provided or anticipated.

- D. Provide conceptual/schematic design drawings for review and approval.

This phase is estimated to be four weeks.

2. Design Development (Phase II)

- A. Stantec proposes incorporating Design Development tasks into the Contract Document phase.

3. Contract Documents (Phase III)

- A. After final approval of the final design package from Phase I by the Township, as well as the appropriate municipal commissions and other governing bodies, the A/E will create detailed construction and specification documents for bidding purposes.
- B. Provide finishes and samples identifying materials to be incorporated into the project and meet with Township staff to present drawings and finish selections for approval.
- C. Determine phasing requirements to minimize disruption to existing spaces and allow building to be occupied throughout construction.
- D. The final contract documents shall include as a minimum: Demolition Plans, Life Safety/Code Plan, Floor Plan(s), Reflected Ceiling Plans, Interior Elevations, Details, Plumbing Plan(s) and Isometrics, Door / Window / Room Finish / Mechanical / Plumbing / Electrical schedules and diagrams, HVAC Plans, Power Plans, Lighting Plans, Lighting Controls Requirements, and the Project Manual including specifications in the CSI division format.
- E. Plan Approvals - The A/E is responsible for submitting for plan reviews to the Township including, but not limited to: Building, Mechanical, Electrical and Plumbing. Any Fire Protection and/or Fire Alarm design and submittals are to be submitted by the Licensed Contractor performing the work. The Township is waiving plan review fees for this project.

This phase is estimated to be six weeks.

4. Bidding and Contract Award (Phase IV)

- A. The A/E will assist the Township in bidding the project to prospective prime contractors.
- B. Services will include assisting the Township with the distribution of plans and specifications, assisting with sub-contractor pre-bid meetings, assisting with formulating responses to prospective bidders' questions, issuing addendums (if necessary), attendance at the bid opening, providing the Township with a recommendation for prime contract awards.

This phase is estimated to be four to six weeks.

5. Contract Administration, Project Closeout, and Warranty (Phase V)

- A. The A/E shall be a representative of and shall advise and consult with the Township during construction until the final payment to prime contractors is due and during the correction period described in the Contract Documents.
- B. Construction Related Services - The A/E will provide on the Townships behalf, contract administration services. Services anticipated to be provided consist of attending Observation Site

Reference: Community Center Bathroom Renovations Project

Visits at the job site to evaluate job progress. The number of Observation Visits is assumed to be two (2). Attend OAC meetings as established by the Contractor and Owner to review the construction schedule and outstanding items. The number of OAC meetings is assumed not to exceed 12 virtual meetings. Review of submittals and shop drawings, processing change orders and Requests for Information, processing certificates for payment to prime contractors, verifying Substantial and Final Completion, developing punch list (one (1) assumed) and confirm completion of each item with coordination with the Contractor services are anticipated. Review of warranty and project closeout documentation as provided by the Contractor anticipated. An As-Constructed set incorporating design changes during the construction phase as well as any Contractor provided markups is anticipated to be provided.

This phase is estimated to be 12 weeks.

UNDERSTANDINGS & ASSUMPTIONS

This proposal was developed under the following understandings and assumptions:

- Excludes any permit fees, geotechnical services or any work not listed above.
- Conceptual Total Project costs were originally estimated at \$737,000 in 2022.
- Assumes that existing mechanical, plumbing and electrical infrastructure is adequate to support the anticipated scope.
- Fire Protection scope is limited to redistribution of heads in accordance with NFPA13.

SCHEDULE

We propose to complete the design, engineering, and permit application package per the weeks noted above after authorization. Authorization will be required prior to beginning each phase.

BUDGET

We recommend establishing a not-to-exceed budget to complete the **Task 1: Conceptual/Schematic Design (Phase I)** Architectural and Engineering Scope of Work listed above for **\$12,000**.

After completion of Conceptual/Schematic Design (Phase 1) Stantec will provide a proposal to complete the remaining Phases of work.

If the above proposal meets your approval, please sign this proposal letter and return a copy to our office. All work will be completed under the existing General Services Agreement between Ypsilanti Charter Township and Stantec. We sincerely appreciate the opportunity to continue to work with the Township and look forward to assisting you with these important improvements. If you should have any questions, please feel free to contact us.

June 2, 2023
Mr. John Hines, CPRP
Page 4 of 5

Reference: Community Center Bathroom Renovations Project

Regards,

Stantec Consulting Michigan Inc.



Lindsay Woods AIA, NCARB, LEED® Green Associate
Project Manager
Phone: 248-376-7972
Lindsay.Woods@stantec.com



Mark D. Pascoe PE, LEED® AP, ENV SP
Principal
Phone: 734-214-1865
Mark.Pascoe@stantec.com

June 2, 2023
Mr. John Hines, CPRP
Page 5 of 5

Reference: Community Center Bathroom Renovations Project

ACKNOWLEDGED AND ACCEPTED:

CHARTER TOWNSHIP OF YPSILANTI

Brenda Stumbo
Supervisor

_____, 2023

Heather Jarrell Roe
Clerk

_____, 2023

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**CHARTER TOWNSHIP OF YPSILANTI
2023 BUDGET AMENDMENT #8**

June 6, 2023

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND **Total Increase** \$1,096.00

Request to increase the budget for payout of leave bank of resigned employee. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-699.999	\$1,096.00
		Net Revenues	<u><u>\$1,096.00</u></u>
Expenditures:	Salaries Pay Out	101-257-708.004	\$1,018.00
	FICA	101-257-715.000	\$78.00
		Net Expenditures	<u><u>\$1,096.00</u></u>

236- 14B DISTRICT COURT FUND **Total Increase** \$4,300.00

Request to increase budget for to upgrade Court recording software. This will be funded by and appropriation to prior year fund balance.

Revenues:	Prior Year Fund Balance	236-000-699.999	\$4,300.00
		Net Revenues	<u><u>\$4,300.00</u></u>
Expenditures:	Computer Programs	236-286-819.006	\$43,000.00
		Net Expenditures	<u><u>\$43,000.00</u></u>

282 - AMERICAN RESCUE PLAN ACT FUND **Total Increase** \$8,866,706.00

Request to reverse the original budgeted \$600,000 for personal protection equipment (PPE) from Public Health and Prior year fund balance.

Revenues:	Prior year fund balance	282-000-699.999	(\$600,000.00)
		Net Revenues	<u><u>(\$600,000.00)</u></u>
Expenditures:	Covid-19 Supplies	282-602-840.000	(\$600,000.00)
		Net Expenditures	<u><u>(\$600,000.00)</u></u>

Request to increase budget for Washtenaw County 3 year agreement for Barrier Busters as approved in Resolution 2023-07. This will be funded by the ARPA Grant.

Revenues:	Other Federal Grants	282-000-528-000	\$450,000.00
		Net Revenues	<u><u>\$450,000.00</u></u>
Expenditures:	Barrier Busters 3 yr agreement	282-602-810.000	\$450,000.00
		Net Expenditures	<u><u>\$450,000.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI
2023 BUDGET AMENDMENT #8**

June 6, 2023

Request to budget \$265,314 for personal protection equipment. This lowers the originally requested amount of \$600,000. This will be funded by interest revenue and prior year fund balance.

Revenues:	Interest	282-000-665.000	\$130,601.00
	Prior year fund balance	282-000-699.999	\$134,713.00
		Net Revenues	<u>\$265,314.00</u>

Expenditures:	Covid-19 Supplies	282-602-840.000	\$265,314.00
		Net Expenditures	<u>\$265,314.00</u>

Request to increase budget for Burns Park - Improvements as approved in Resolution 2023-07. All projects to be brought to the Board for approval. This will be funded by the ARPA Grant.

Revenues:	Other Federal Grants	282-000-528-000	\$250,000.00
		Net Revenues	<u>\$250,000.00</u>

Expenditures:	Burns Park - Improvements	282-901-981.010	\$250,000.00
		Net Expenditures	<u>\$250,000.00</u>

Request to increase budget for Civic Center - parking lot and water main as approved in Resolution 2023-07. All projects to be brought to the Board for approval. This will be funded by the ARPA Grant.

Revenues:	Other Federal Grants	282-000-528-000	\$750,000.00
		Net Revenues	<u>\$750,000.00</u>

Expenditures:	Civic Center - Parking Lot & Water Main	282-901-981.020	\$750,000.00
		Net Expenditures	<u>\$750,000.00</u>

Request to increase budget for Civic Center - pond lining as approved in Resolution 2023-07. All projects to be brought to the Board for approval. This will be funded by the ARPA Grant.

Revenues:	Other Federal Grants	282-000-528-000	\$350,000.00
		Net Revenues	<u>\$350,000.00</u>

Expenditures:	Civic Center - Pond Lining	282-901-981.030	\$350,000.00
		Net Expenditures	<u>\$350,000.00</u>

**CHARTER TOWNSHIP OF YPSILANTI
2023 BUDGET AMENDMENT #8**

June 6, 2023

Request to increase budget for Community Center - Bathroom Improvements as approved in Resolution 2023-07. All projects to be brought to the Board for approval. This will be funded by the ARPA Grant.

Revenues:	Other Federal Grants	282-000-528-000	\$737,000.00
		Net Revenues	\$737,000.00
Expenditures:	Community Ctr - Bathroom Improve	282-901-981.040	\$737,000.00
		Net Expenditures	\$737,000.00

Request to increase budget for Community Center - Buses as approved in Resolution 2023-07. All projects to be brought to the Board for approval. This will be funded by the ARPA Grant.

Revenues:	Other Federal Grants	282-000-528-000	\$225,000.00
		Net Revenues	\$225,000.00
Expenditures:	Community Ctr - Buses	282-901-981.045	\$225,000.00
		Net Expenditures	\$225,000.00

Request to increase budget for Community Center - Ball Field Lights as approved in Resolution 2023-07. All projects to be brought to the Board for approval. This will be funded by the ARPA Grant.

Revenues:	Other Federal Grants	282-000-528-000	\$354,000.00
		Net Revenues	\$354,000.00
Expenditures:	Community Ctr - Ball Field Lights	282-901-981.050	\$354,000.00
		Net Expenditures	\$354,000.00

Request to increase budget for Community Resource Center improvements as approved in Resolution 2023-07. All projects to be brought to the Board for approval. This will be funded by the ARPA Grant.

Revenues:	Other Federal Grants	282-000-528-000	\$40,000.00
		Net Revenues	\$40,000.00
Expenditures:	Community Resource Center - Improve	282-901-981.060	\$40,000.00
		Net Expenditures	\$40,000.00

Request to increase budget for Ford Lake Park - Shelters as approved in Resolution 2023-07. All projects to be brought to the Board for approval. This will be funded by the ARPA Grant.

Revenues:	Other Federal Grants	282-000-528-000	\$300,000.00
		Net Revenues	\$300,000.00
Expenditures:	Ford Lake Park - Shelters	282-901-981.070	\$300,000.00
		Net Expenditures	\$300,000.00

**CHARTER TOWNSHIP OF YPSILANTI
2023 BUDGET AMENDMENT #8**

June 6, 2023

Request to increase budget for Ford Heritage Park - new bathroom facility as approved in Resolution 2023-07. All projects to be brought to the Board for approval. This will be funded by the ARPA Grant.

Revenues:	Other Federal Grants	282-000-528-000	\$500,000.00
			\$500,000.00
		Net Revenues	\$500,000.00
Expenditures:	Ford Heritage Park - Bathroom	282-901-981.080	\$500,000.00
			\$500,000.00
		Net Expenditures	\$500,000.00

Request to increase budget for Ford Heritage Park - play surface replacement as approved in Resolution 2023-07. All projects to be brought to the Board for approval. This will be funded by the ARPA Grant.

Revenues:	Other Federal Grants	282-000-528-000	\$165,000.00
			\$165,000.00
		Net Revenues	\$165,000.00
Expenditures:	Ford Heritage Park - Improvements	282-901-981.090	\$165,000.00
			\$165,000.00
		Net Expenditures	\$165,000.00

Request to increase budget for Green Oaks Golf Course - renovations of bathrooms as approved in Resolution 2023-07. All projects to be brought to the Board for approval. This will be funded by the ARPA Grant.

Revenues:	Other Federal Grants	282-000-528-000	\$300,000.00
			\$300,000.00
		Net Revenues	\$300,000.00
Expenditures:	Green Oaks Golf Course - Bathroom	282-901-981.100	\$300,000.00
			\$300,000.00
		Net Expenditures	\$300,000.00

Request to increase budget for Hydro Dam - Safety project as approved in Resolution 2023-07. All projects to be brought to the Board for approval. This will be funded by the ARPA Grant.

Revenues:	Other Federal Grants	282-000-528-000	\$680,000.00
			\$680,000.00
		Net Revenues	\$680,000.00
Expenditures:	Hydro Dam - Safety Project	282-901-981.110	\$680,000.00
			\$680,000.00
		Net Expenditures	\$680,000.00

Request to increase budget for Lakeside Park - Shelter as approved in Resolution 2023-07. All projects to be brought to the Board for approval. This will be funded by the ARPA Grant .

Revenues:	Other Federal Grants	282-000-528-000	\$300,000.00
			\$300,000.00
		Net Revenues	\$300,000.00
Expenditures:	Lakeside Park - Shelter	282-901-981.120	\$300,000.00
			\$300,000.00
		Net Expenditures	\$300,000.00

**CHARTER TOWNSHIP OF YPSILANTI
2023 BUDGET AMENDMENT #8**

June 6, 2023

Request to increase budget for Road Improvements & Storm Water Management as approved in Resolution 2023-07. All projects to be brought to the Board for approval. This will be funded by the ARPA Grant .

Revenues:	Other Federal Grants	282-000-528-000	\$2,800,392.00
			\$2,800,392.00
		Net Revenues	\$2,800,392.00
 Expenditures:	 Road Improvements & Storm Water Mgmt	 282-901-981.130	 \$2,800,392.00
			\$2,800,392.00
		Net Expenditures	\$2,800,392.00

Request to increase budget for Streetlight LED Conversion as approved in Resolution 2023-07. All projects to be brought to the Board for approval. This will be funded by the ARPA Grant.

Revenues:	Other Federal Grants	282-000-528-000	\$650,000.00
			\$650,000.00
		Net Revenues	\$650,000.00
 Expenditures:	 Streetlight LED Conversion	 282-901-981.140	 \$650,000.00
			\$650,000.00
		Net Expenditures	\$650,000.00

Request to increase budget for West Willow Park - Improvements as approved in Resolution 2023-07. All projects to be brought to the Board for approval. This will be funded by the ARPA Grant.

Revenues:	Other Federal Grants	282-000-528-000	\$350,000.00
			\$350,000.00
		Net Revenues	\$350,000.00
 Expenditures:	 West Willow Park - Improvements	 282-901-981.150	 \$350,000.00
			\$350,000.00
		Net Expenditures	\$350,000.00

Motion to Amend the 2023 Budget (#8)

Move to increase the General Fund budget by \$1,096 to \$13,760,550 and approve the department line-item changes as outlined.

Move to increase the 14B District Court Fund budget by \$4,300 to \$1,728,473 and approve the department line-item changes as outlined.

Move to increase the American Rescue Plan Act (ARPA) Fund budget by \$8,866,706 to \$9,466,706 and approve the department line-item changes as outlined.

06/01/2023

TRIAL BALANCE REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

PERIOD ENDING 05/31/2023

GL NUMBER	DESCRIPTION	END BALANCE	2023		END BALANCE	AVAILABLE
		12/31/2022	ORIGINAL	2023	05/31/2023	BALANCE
		NORMAL	BUDGET	AMENDED BUDGET	NORMAL	NORMAL
		(ABNORMAL)			(ABNORMAL)	(ABNORMAL)
Fund 282 - AMERICAN RESCUE PLAN ACT FUND						
Revenues						
Dept 000						
282-000-528.000	OTHER FEDERAL GRANTS	237,633.53	0.00	9,201,392.00	0.00	0.00
282-000-665.000	INTEREST EARNED	134,518.01	0.00	130,601.00	130,601.29	(130,601.29)
282-000-699.999	APPROPRIATED PRIOR YEAR BAL	0.00	600,000.00	134,713.00	0.00	134,713.00
Total Dept 000		372,151.54	600,000.00	9,466,706.00	130,601.29	4,111.71
TOTAL REVENUES		372,151.54	600,000.00	9,466,706.00	130,601.29	4,111.71

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GL NUMBER	DESCRIPTION	END BALANCE	2023		END BALANCE	AVAILABLE
		12/31/2022	ORIGINAL	2023	05/31/2023	BALANCE
		NORMAL	BUDGET	AMENDED BUDGET	NORMAL	NORMAL
		(ABNORMAL)			(ABNORMAL)	(ABNORMAL)
Expenditures						
Dept 602 - PUBLIC HEALTH						
282-602-810.000	BARRIER BUSTERS 3 yr agreement	0.00	0.00	450,000.00	0.00	0.00
282-602-840.000	COVID-19 SUPPLIES	237,633.53	600,000.00	265,314.00	0.00	265,314.00
Total Dept 602 - PUBLIC HEALTH		237,633.53	600,000.00	715,314.00	0.00	265,314.00
Dept 901 - CAPITAL OUTLAY						
282-901-981.010	BURNS PARK - IMPROVEMENTS	0.00	0.00	250,000.00	0.00	250,000.00
282-901-981.020	CIVIC CENTER - PARKING LOT & WATER MAIN	0.00	0.00	750,000.00	0.00	750,000.00
282-901-981.030	CIVIC CENTER - POND LINING	0.00	0.00	350,000.00	0.00	350,000.00
282-901-981.040	COMMUNITY CENTER - BATHROOM & PIPING	0.00	0.00	737,000.00	0.00	737,000.00
282-901-981.045	COMMUNITY CENTER - BUSES	0.00	0.00	225,000.00	0.00	225,000.00
282-901-981.050	COMMUNITY PARK - BALL FIELD LIGHTS	0.00	0.00	354,000.00	0.00	354,000.00
282-901-981.060	COMMUNITY RESOURCE CENTER - IMPROVE	0.00	0.00	40,000.00	0.00	40,000.00
282-901-981.070	FORD LAKE PARK - SHELTER	0.00	0.00	300,000.00	0.00	300,000.00
282-901-981.080	FORD HERITAGE PARK - BATHROOM	0.00	0.00	500,000.00	0.00	500,000.00
282-901-981.090	FORD HERITAGE PARK - IMPROVEMENTS	0.00	0.00	165,000.00	0.00	165,000.00
282-901-981.100	GREEN OAKS GOLF COURSE - BATHROOM	0.00	0.00	300,000.00	0.00	300,000.00
282-901-981.110	HYDRO DAM - SAFETY PROJECT	0.00	0.00	680,000.00	0.00	680,000.00
282-901-981.120	LAKESIDE PARK - SHELTER	0.00	0.00	300,000.00	0.00	300,000.00
282-901-981.130	ROAD IMPROVEMENT & STORM WATER MGMT	0.00	0.00	2,800,392.00	0.00	2,800,392.00
282-901-981.140	STREETLIGHTS - LED CONVERSION	0.00	0.00	650,000.00	0.00	650,000.00
282-901-981.150	WEST WILLOW PARK - IMPROVEMENTS	0.00	0.00	350,000.00	0.00	350,000.00
Total Dept 901 - CAPITAL OUTLAY		0.00	0.00	8,751,392.00	0.00	8,751,392.00
TOTAL EXPENDITURES		237,633.53	600,000.00	9,466,706.00	0.00	9,466,706.00
Total Fund 282 - AMERICAN RESCUE PLAN ACT FUND						
TOTAL ASSETS		9,336,104.91		9,466,706.20		
BEG. FUND BALANCE		195.43		134,713.44		
+ NET OF REVENUES & EXPENDITURES		134,518.01		130,601.00		
= ENDING FUND BALANCE		134,713.44		0.00		
+ LIABILITIES		9,201,391.47		9,201,391.47		
= TOTAL LIABILITIES AND FUND BALANCE		9,336,104.91		9,466,706.20		