

CHARTER TOWNSHIP OF
YPSILANTI BOARD OF TRUSTEES

Supervisor

BRENDA L. STUMBO

Clerk

HEATHER JARRELL ROE

Treasurer

STAN ELDRIDGE

Trustees

RYAN HUNTER

JOHN P. NEWMAN II

GLORIA PETERSON

DEBBIE SWANSON

February 6, 2024

Regular Meeting – 6:00 p.m.

**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

REGULAR MEETING AGENDA

TUESDAY, FEBRUARY 6, 2024

6:00 P.M.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PRESENTATION OF FIREFIGHTER BADGE
4. CONSENT AGENDA
 - A. MINUTES OF THE JANUARY 16, 2024 REGULAR MEETING
 - B. STATEMENTS AND CHECKS
 1. STATEMENTS AND CHECKS FOR FEBRUARY 6, 2024 IN THE AMOUNT OF \$2,349,262.86
5. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

NEW BUSINESS

1. RESOLUTION 2024-02, APPROVING THE CONTRACT AND AUTHORIZING NOTICE FOR SUGARBROOK WATERMAIN IMPROVEMENTS
2. REQUEST TO ACCEPT THE RESIGNATION OF HAZELETTE CROSBY FROM THE CIVIL SERVICE COMMISSION EFFECTIVE IMMEDIATELY
3. REQUEST TO ACCEPT THE RESIGNATION OF BRAD HINE FROM THE ZONING BOARD OF APPEALS EFFECTIVE IMMEDIATELY
4. REQUEST TO APPOINT FLETCHER REYHER TO THE WASHTENAW AREA TRANSPORTATION STUDY (WATS) TECHNICAL COMMITTEE AS STAFF ASSIGNED
5. REQUEST TO CANCEL THE FEBRUARY 20, 2024 TOWNSHIP BOARD MEETING DUE TO EARLY VOTING IN THE BOARD ROOM
6. BUDGET AMENDMENT #2

AUTHORIZATIONS AND BIDS

1. REQUEST TO ACCEPT THE QUOTE FROM EXCEL HOME IMPROVEMENT INC/WALLSIDE WINDOWS FOR THE COMMUNITY RESOURCE CENTER RENOVATION IN THE AMOUNT OF \$35,071.00 BUDGETED IN LINE ITEM #101-902-981-060

2. REQUEST TO AWARD THE PROFESSIONAL SERVICES CONTRACT FOR CYBERSECURITY TO SENSY IN AN AMOUNT NOT TO EXCEED \$30,000.00 BUDGETED IN LINE ITEM #266-301-818-000
3. REQUEST TO SEEK SEALED BIDS FOR THE RENOVATION OF FIRE STATION #3 LOCATED AT 20 S. HEWITT
4. REQUEST TO ACCEPT THE BID FROM AR BROUWER FOR THE REPAIRS OF FORD LAKE PARK SHELTERS 1-4 IN THE AMOUNT OF \$360,821.00 BUDGETED IN LINE ITEM #101-902-981-070 AND THE WEST WILLOW PARK SHELTER IN THE AMOUNT OF \$18,967.00 BUDGETED IN LINE ITEM #101-902-981-150 IN A TOTAL AMOUNT OF \$379,788.00
5. REQUEST TO SEEK SEALED BIDS FOR THE REPLACEMENT AND INSTALLATION OF THE COMMUNITY CENTER HVAC UNITS
6. REQUEST TO ACCEPT THE LOW BID FROM DECIMA LLC FOR REPAIRS TO THE COMMUNITY CENTER BATHROOMS IN THE AMOUNT OF \$603,792.00 BUDGETED IN LINE ITEM #101-902-981-040 AND FOR THE COMMUNITY CENTER WATER DAMAGE IN THE AMOUNT OF \$88,703.00 BUDGETED IN LINE ITEM #213-901-976-008 IN A TOTAL AMOUNT OF \$692,495.00
7. REQUEST TO ACCEPT THE LOW BID FROM AR BROUWER FOR TENNIS COURT RENOVATIONS AT CLUBVIEW PARK IN THE AMOUNT OF \$279,271.25 BUDGETED IN LINE ITEM #213-901-974-026 AND FOR TENNIS COURT RENOVATIONS AT COMMUNITY CENTER PARK IN THE AMOUNT OF \$407,973.46 BUDGETED IN LINE ITEM #213-901-975-520 FOR A TOTAL AMOUNT OF \$687,244.71

OTHER BUSINESS

PUBLIC COMMENTS

- THREE MINUTES PER PERSON
- ALL COMMENTS MUST BE ADDRESSED TO THE CHAIR
- PUBLIC COMMENTS ARE ALSO WELCOME AS THE BOARD ADDRESSES EACH AGENDA ITEM

BOARD MEMBER UPDATES

CONSENT AGENDA

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JANUARY 16, 2024 REGULAR BOARD MEETING**

Supervisor Brenda Stumbo called the meeting to order at approximately 6:00pm in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited followed by a moment of silent prayer.

Members Present: Supervisor Brenda Stumbo, Clerk Heather Jarrell Roe, and Treasurer Stan Eldridge
Trustees: Ryan Hunter, John Newman II, Gloria Peterson, and Debbie Swanson

Members Absent: None

Legal Counsel: Wm. Douglas Winters

CONSENT AGENDA

A. MINUTES OF THE DECEMBER 19, 2023 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR JANUARY 2, 2024 IN THE AMOUNT OF \$645,026.088**
- 2. STATEMENTS AND CHECKS FOR JANUARY 16, 2024 IN THE AMOUNT OF \$1,390,545.58**

C. TREASURER'S REPORT NOVEMBER 2023

Clerk Jarrell Roe reviewed the edits she had received for the minutes.

Trustee Swanson detailed her edits to the meeting minutes.

A motion was made by Clerk Jarrell Roe and supported by Trustee Swanson to approve the consent agenda with the corrections to the minutes.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JANUARY 16, 2024 REGULAR BOARD MEETING
PAGE 2**

The motion carried unanimously.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

There was no attorney report given.

NEW BUSINESS

**RESOLUTION 2023-25 ADOPTION OF THE 2024-2028 YPSILANTI CHARTER
TOWNSHIP PARKS AND RECREATION MASTER PLAN**

Clerk Jarrell Roe read the resolution into the record.

A motion was made by Clerk Jarrell Roe and supported by Treasurer Eldridge to approve Resolution 2023-25, adoption of the 2024-2028 Ypsilanti Charter Township Parks and Recreation Master Plan (see attached).

John Hines, Municipal Services Director, stated that feedback from the last board meeting and from Supervisor Stumbo was applied to the Parks and Recreation Master Plan where applicable. He reviewed the changes made to the plan.

Trustee Swanson stated the plan is a beautiful report but stated her concern is since the master plan has moved to a new format it is not outlining specific plans over the next five years and that it would be important to review this philosophy in five years to see if it has worked.

The motion carried unanimously.

**REQUEST TO APPROVE THE MASTER AGREEMENT WITH ALDI WHICH INCLUDES
THE DEVELOPMENT AGREEMENT, EASEMENTS, COVENANTS AND RESTRICTIONS
(ECR) AND THE EASEMENT AGREEMENT**

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JANUARY 16, 2024 REGULAR BOARD MEETING
PAGE 3**

A motion was made by Clerk Jarrell Roe and supported by Treasurer Eldridge to approve the Master Agreement with Aldi, which includes the Development Agreement, Easements, Covenants and Restrictions (ECR), and the Easement Agreement (see attached).

Jason Iacoangeli, Planning Director, stated this master agreement with Aldi is made up of three different agreements. He stated typically the township used one comprehensive development agreement, but this situation is different in that Aldi is purchasing land from the township. Mr. Iacoangeli reviewed the information in the three agreements.

Attorney Winters stated this had been a culmination of work over the last two decades. He added that now there are other developers who are now looking at this area and that he thinks this will jumpstart development of the corridor.

Supervisor Stumbo stated she has been asked why the Aldi isn't being located at Liberty Square or another location and the reason is the township does not determine where they will be located. Supervisor Stumbo stated she thinks this development will bring more businesses in the future and that she is very happy with the investments Aldi is making in infrastructure.

Supervisor Stumbo stated that Mr. Iacoangeli will be leaving the township after three years as planning director and thanked him for his service to the township.

The motion carried unanimously.

RESOLUTION 2024-01, OWNERS DAM SAFETY

A motion was made by Clerk Jarrell Roe and supported by Trustee Swanson to approve Resolution 2024-01, Owners Dam Safety (see attached).

Mike Saranen, Hydro Dam, stated this plan is the foundation of the safety program for the dam.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JANUARY 16, 2024 REGULAR BOARD MEETING
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The motion carried unanimously.

**REQUEST TO APPROVE THE WASHTENAW AREA MUTUAL AID COUNCIL (WAMAC)
INTERLOCAL AGREEMENT**

A motion was made by Clerk Jarrell Roe and supported by Treasurer Eldridge to approve the Washtenaw Area Mutual Aid Council (WAMAC) Interlocal Agreement (see attached).

Steven Densmore, Fire Chief, stated this agreement was developed many years ago with local communities responding to different emergencies to offer aid.

The motion carried unanimously.

REQUEST TO INCREASE WAGES FOR ELECTION WORKERS

Clerk Jarrell Roe stated the last time wages were increased for chair people was six years ago and the last increase for inspectors was nine years ago. She added she had done a survey of local municipalities and was proposing this rate increase to be in line with them and the county. She added she would also like to provide a \$20 food stipend to each election worker.

A motion was made by Clerk Jarrell Roe and supported by Treasurer Eldridge to approve the request to increase wages for election workers.

Trustee Hunter asked if the wage increase would be for all elections. Clerk Lovejoy Roe confirmed it would be for all elections.

Discussion continued on the food stipend, how that would work and the possibility of ordering food for the election workers. Clerk Roe stated she could look into the different options and bring the food stipend back to the board.

Treasurer Eldridge agreed to the friendly amendment to bring the food stipend back at a later date.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JANUARY 16, 2024 REGULAR BOARD MEETING
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The motion carried unanimously.

**REQUEST AUTHORIZATION FOR CIRCUIT COURT LITIGATION TO ABATE A PUBLIC
NUISANCE FOR PROPERTY LOCATED AT 1319 DAVIS ST. BUDGETED IN LINE ITEM
#101-729-801-023**

A motion was made by Clerk Jarrell Roe and supported by Trustee Peterson to authorize circuit court litigation to abate a public nuisance for property located at 1319 Davis St. budgeted in line item #101-729-801-023.

Belinda Kingsley, Community Compliance Director, reviewed the history of the issues with the property.

The motion carried unanimously.

BUDGET AMENDMENT #1

A motion was made by Clerk Jarrell Roe and supported by Treasurer Eldridge to approve Budget Amendment #1 (see attached).

Supervisor Stumbo reviewed the budget amendment.

The motion carried unanimously.

AUTHORIZATIONS AND BIDS

**REQUEST TO AWARD THE PROFESSIONAL SERVICES CONTRACT FOR POLICE
SERVICES COST ANALYSIS AND FEASIBILITY STUDY TO THE CPSM/ICMA GROUP IN
A NOT TO EXCEED AMOUNT OF \$90,789.00 BUDGETED IN LINE ITEM #266-301-
818-000**

Beth Ernat, Ernat Consulting, stated the police services committee and herself had reviewed the proposals and decided to interview two companies. She added that the Center for Public Safety Management (CPSM) was the final company chosen after the interviews. Ms. Ernat detailed their proposal for the board.

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JANUARY 16, 2024 REGULAR BOARD MEETING
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Treasurer Eldridge stated this proposal is because of the township's inability to get police cost numbers from the sheriff's office. He stated the township has tried for the last eighteen months to get these numbers and this has stemmed in part because of dramatic increases in cost from the sheriff's office. He added this proposal would show a cost analysis for what the township is paying now for police services and are the costs appropriate.

Treasurer Eldridge stated there is a lot of misinformation in the community and that this process is not a start to setting up a township police department but to analyze the costs we are paying now for police services.

Trustee Hunter gave his thanks to Ms. Ernat, Treasurer Eldridge, Trustee Newman and Attorney Winters for their work on this project. He stated this whole venture has been about clarity and he feels good headway has been made toward that and making sure we are getting the best value for our tax dollars.

Trustee Newman stated he agreed with Treasurer Eldridge and Trustee Hunter and added this process began when the sheriff came to the township saying that costs per police unit were going to be rising each year for the next three or four years. He stated the information the township has requested from the sheriff's office has been vague and not include information we had asked for.

Supervisor Stumbo stated that the thought that a county department would not open their books seems illegal, but she is not saying that it is. She added that her understanding from County Administrator Greg Dill is that before he was administrator the sheriff had entered into an agreement with the County Board of Commissioners that they would not oversee or have access to the funding for the sheriff's department. She added that the township pays for thirty-five police service units, but we have not been at that number since 2018.

Supervisor Stumbo stated that she hoped this study would not only help Ypsilanti Township, but other municipalities that contract with the sheriff.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JANUARY 16, 2024 REGULAR BOARD MEETING
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A motion was made by Treasurer Eldridge and supported by Trustee Hunter to award the professional services cost analysis and feasibility study to the CPSM/ICMA Group in a not to exceed amount of \$90,789.00 budgeted in line item #266-301-818-000.

The motion carried unanimously.

OTHER BUSINESS

There was no other business.

PUBLIC COMMENTS

There was one public comment.

BOARD MEMBER UPDATES

Clerk Jarrell Roe stated that the Clerk's office is very busy with the upcoming February 27th Presidential Primary. She added that early voting will be available at the civic Center and the community center beginning February 17th until February 25th.

Trustee Swanson stated she had attended the West Willow Neighborhood Watch meeting the night before and that it would be helpful if the township could give an update to the group on the progress of repairs at the Community Resource Center so they can properly schedule meetings.

Supervisor Stumbo stated that recycle magnets and the recreation brochure had been mailed to residents. She added a job offer had been made to a person for the HR Assistant position. Supervisor Stumbo also said that the township is currently in contract negotiations with the fire department and that is going well. She stated there had been a discussion with the fire chief about the lack of services the township has received from HVA and that they hope to meet with our county representatives to see what can be done to improve the services.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JANUARY 16, 2024 REGULAR BOARD MEETING
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Trustee Peterson stated she had attended the Martin Luther King, Jr. celebration with other board members. She added that she had also attended the Thurston/Holmes/Lay Gardens Neighborhood Watch meeting with Supervisor Stumbo.

Trustee Hunter stated he had received some questions about the lighting at the community center. John Hines, Municipal Services Director answered that he would contact AF Smith to come and check the lights.

A motion to adjourn was made by Treasurer Eldridge and supported by Clerk Jarrell Roe.

Motion carried unanimously.

The meeting was adjourned at approximately 8:12 PM.

Respectfully Submitted,

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

**Heather Jarrell Roe, Clerk
Charter Township of Ypsilanti**

Charter Township of Ypsilanti

RESOLUTION NO. 2023-25

ADOPTION OF THE 2024-2028 YPSILANTI CHARTER TOWNSHIP PARKS AND RECREATION MASTER PLAN

At a Regular Meeting of the Ypsilanti Charter Township Board of Trustees ,
Washtenaw County, Michigan held at the Tilden R. Stumbo Civic Center, 7200
S. Huron River Dr., Ypsilanti, MI, on the 19th day of December, 2023 at 7:00pm

WHEREAS, Ypsilanti Charter Township has undertaken a planning
process to determine the recreation and natural resource conservation needs
and desires of its residents during a five year period covering the years 2024
through 2028, and

WHEREAS, Ypsilanti Charter Township began the process of
developing a community recreation plan in accordance with the most recent
guidelines developed by the Department of Natural Resources and made
available to local communities, and

WHEREAS, residents of Ypsilanti Township were provided a with
a well-advertised opportunity during the development of the draft plan
to express opinions, ask questions, and discuss all aspects of the
recreation and natural resource conservation plan, and

WHEREAS, the public was given a well-advertised opportunity and
reasonable accommodations to review the final draft plan for a period of at least
30 days, and

WHEREAS, a public hearing was held on December 19, 2023 at the Tilden R.
Stumbo Civic Center to provide an opportunity for all residents of the planning area
to express opinions, ask questions, and discuss all aspects of the Ypsilanti Charter
Township Parks & Recreation Master Plan, and

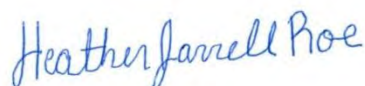
WHEREAS, Ypsilanti Charter Township has developed the plan as a
guideline for improving recreation and enhancing natural resource conversation

for the Township, and

WHEREAS, after the public hearing, the Board of Trustees voted to adopt said 2024-2028 Ypsilanti Charter Township Parks & Recreation Master Plan

NOW, THEREFORE BE IT RESOLVED Ypsilanti Charter Township hereby adopts the 2024-2028 Ypsilanti Charter Township Parks and Recreation Master Plan.

I, Heather Jarrell Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2023-25 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on January 16, 2024.



Heather Jarrell Roe, Clerk
Charter Township of Ypsilanti

DEVELOPMENT AGREEMENT

This Development Agreement (“**Agreement**”) is entered into as of the ___ day of _____ 2024 (the “**Effective Date**”), by and between **Aldi Inc (Michigan)**, an Michigan limited liability company, whose address is 2625 North Stockbridge Road, Webberville, Michigan 48892, Attn: Director of Real Estate (“**Developer**”) and the Charter Township of Ypsilanti, a Michigan Municipal Corporation, whose address is 7200 S. Huron River Drive, Ypsilanti, Michigan 48197-7099 (the “**Township**”). Developer and the Township are collectively referred to herein as the “**Parties**” and sometimes individually as a “**Party**”.

RECITALS

A. **WHEREAS**, Developer desires to develop certain real property consisting of approximately 2.53 acres (Tax ID # K-11-38-280-017) located on the north side of Brinker Way, west of South Huron Street in Ypsilanti Charter Township, Michigan, which real property is described on **Exhibit A** attached hereto and made a part hereof (the “**Property**”);

B. **WHEREAS**, Developer desires to develop the Property pursuant to Article V of the Township’s Zoning Ordinance Form Based Districts, Town Center Zoning;

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

D. **WHEREAS**, Developer desires to alter the grade of the Property and install soil erosion and sedimentation control improvements as set forth on the Approved Plans (defined below) and to provide drainage for storm water from the Property so that the Developer Stormwater Facilities (defined below) complies with the approved Washtenaw County Water Resources Commission permit, and as set forth under the Soil Erosion Control Ordinance #102;

E. **WHEREAS**, on April 25, 2023, the Township’s Planning Commission held a public hearing and reviewed Developer’s application for a Special Use to permit a retail building over 10,000 square feet was reviewed. The Planning Commission’s recommended approval of the Special Use subject to conditions;

F. **WHEREAS**, on April 25, 2023, the Township’s Planning Commission reviewed and approved Developer’s Preliminary Site Plan. The Planning Commission recommended approval of the Preliminary Site Plan subject to conditions;

G. **WHEREAS**, on May 3, 2023, the Township’s Zoning Board of Appeals approved the variances required by the Township’s Planning Commission to permit the location of the building on the Property per the Final Site Plan (defined below);

H. **WHEREAS**, a condition of the Planning Commissions approval was that a Development Agreement be entered into between the Developer and the Township that sets forth the conditions of Developer’s proposed development of the Property, which includes but is not

limited to water mains, sanitary sewers, storm sewers, drainage facilities, roads, sidewalks, curbs & gutters, lighting, landscaping and the maintenance thereof.

NOW, THEREFORE, in consideration of the mutual covenants of the parties described in this Agreement, and with the express understanding that this Agreement contains important and essential terms which are incorporated by reference as part of the final approval of the Developer's Commercial Site Plan, the Parties agree as follows:

ARTICLE I. GENERAL TERMS

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

1.2 The Site Plan for the Property, which is referenced on **Exhibit B**, attached hereto and incorporated herein by reference (the "**Final Site Plan**"), has been approved in accordance with the authority granted to and vested in the Township pursuant to Act. No. 110, Public Acts of 2006, and Act No. 33, Public Acts of 2008, as amended, relating to municipal planning and in accordance with Ordinance No 2022-498, the Zoning Ordinance of Ypsilanti Township, enacted 2022, as amended.

ARTICLE 2. PROVISIONS REGARDING DEVELOPMENT OF THE COMMERCIAL SITE

2.1 The Township acknowledges and agrees that, as of the Effective Date, the Developer has delivered to the Township, and the Township has approved, of all plans and specifications for the construction and/or installation of, as applicable, on-site paving, sidewalks, water mains, sanitary sewers, storm sewers, detention systems and mass grading (including, without limitation, appropriate calculations for the runoff and detention) (the "**Approved Plans**").

2.2 In the event Developer shall at any time fail (following the completion of development of the Property substantially in accordance with the Approved Plans) to maintain or preserve the stormwater drainage facilities located within the Property (collectively, the "**Developer Stormwater Facilities**") in accordance with this Agreement, the Township may serve written notice upon the Developer setting forth in reasonable detail such failure. If the failure(s) set forth in such notice are not cured within 30 days after Developer's receipt of such written notice (or such greater period of time reasonably necessary to cure such failure if such failure is not reasonably able to be cured within such 30-day period, provided Developer has undertaken procedures to cure such failure within such 30-day period and diligently pursues such cure to completion) or any extension thereof, the Township in order to prevent the Developer Stormwater Facilities from becoming a nuisance, may enter upon the Property and perform the required maintenance and/or preservation to cure any such failure of Developer to maintain or preserve the Developer Stormwater Facilities as required by this Agreement. The Township's actual, reasonable, third-party cost to perform any such maintenance and/or preservation, together with a 5 percent surcharge for administrative costs shall constitute a lien

on said Property and placed on the next Township roll as a special assessment and collected in the same manner as general property taxes.

2.3 The Parties acknowledge that the Final Site Plan identifies the width and size of the Property, the approved setbacks therein, and the proposed location of the building area within the Property. No exterior wall of a principal building shall be erected or placed materially outside of the approved confines of the building area as set forth on the Final Site Plan without the prior written approval of the Township, which such approval shall not be unreasonably withheld, conditioned, or delayed. The Parties acknowledge and agree that the approved building areas set forth on the Final Site Plan were selected inter alia to accomplish the preservation of the Property's natural resources and topographic features, including, but not limited to, existing trees. In the event of a conflict between this Agreement and the Final Site Plan and any other Township ordinance, rule or regulation as it pertains to the width and size of the lot, setbacks within or the location of the building area, this Agreement, with the attachments identified herein, shall control.

2.4 The Final Site Plan reviewed and approved by the Township pursuant to Article XIX of the Ypsilanti Township Zoning Ordinance for the development of said Property shall be governed by the Township ordinances as they exist on the Effective Date and shall not be affected by any subsequent enactments or amendments to Township ordinances, rules and regulations as it pertains to the development of the Property substantially in accordance with the Final Site Plan.

2.5 The Property shall be developed with public sanitary sewers as approved by the Ypsilanti Community Utilities Authority ("YCUA") and the Michigan Department of Environment, Great Lakes, and Energy ("EGLE"), subject to all applicable laws and regulations. The Property shall also be developed with public water mains as approved by YCUA and EGLE, subject to all applicable laws and regulations. All standard and reasonable connections, inspections, costs and fees imposed by the Township, including, but not limited to, engineering inspections, shall be paid by the Developer.

2.6 Developer shall furnish to the Township a performance bond, cash or reasonable irrevocable Bank Letter of Credit, to pay for the site improvements on the Property and as set forth in the Approved Plans, including water mains, sanitary sewers, Washtenaw County Drain Commission storm sewers, sidewalks, footpaths, street lights (but not traffic lights or signals), the Developer Stormwater Facilities, and any other site improvements (other than buildings) required by the Township and set forth in the Approved Plans.

2.7 The surety amount required by the Township may be reduced incrementally as improvements are accepted and approved and the Township agrees that, at Developer's request and upon approval from the appropriate inspecting agency, sureties held by the Township will be released to Developer for completed portions of the work contemplated by this Agreement. The Township will use its good faith commercially reasonable efforts to release such funds to the developer within thirty (30) days from the Township's receipt of a written request for payment from Developer, and in any event, such funds shall be released by the Township to Developer within forty-five (45) days from the Township's receipt of a written request for payment from Developer.

2.8 Developer shall materially comply with all requirements of Developer's Soil Erosion Sediment Control Permit.

2.9 Developer shall furnish a "project engineer's certificate", indicating that the water, sanitary sewer, and Developer Stormwater Facilities have been constructed substantially in accordance with the Approved Plans. Developer shall furnish "as built" engineering plans in digital PDF or CAD format showing all site improvements installed pursuant to the Approved Plans. All inspections for water and sewer (sanitary and storm) installations are to be performed by the Township and YCUA engineering inspectors, with applicable fees.

2.10 Developer shall provide for the installation of all improvements pursuant to this Agreement and in accordance with the Approved Plans prior to the issuance of a final Certificate of Occupancy. If all of the improvements are not substantially completed by the time the final Certificate of Occupancy is requested, the Township Planning Director, or designee, may, to the extent not covered by bonds or a letter of credit previously provided by Developer to the Township, accept cash or an irrevocable Letter of Credit from the Developer for the remaining unfinished improvements, if it is determined that public health and safety standards have been met; provided, however, that the foregoing shall not apply if at the time of the Certificate of Occupancy is requested the seasonal and/or weather conditions do not permit the completion of such improvements or such installation of improvements would lead to loss (such as, by way of example and not limitation, loss of plantings due to freezing temperatures). The Developer shall repair all defects in said public improvements to the Township Engineer's satisfaction, which develop within one (1) year from the date of acceptance thereof by the Township.

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

2.12 Developer agrees that all trees planted shall be in substantial accordance with the Approved Plans. All trees planted by the Developer shall be guaranteed for one (1) year after planting.

2.13 Developer shall be responsible to pay for YCUA's engineering inspections of all underground installations and paving on the Property, when requested, in an amount to be determined by the Township Engineer, at least 48 hours prior to the start of underground construction.

2.14 Developer shall place all mechanical systems including, but not limited to, make up air, heating, air conditioning, etc., on the roofs of all principal and accessory buildings substantially in the locations shown on the Approved Plans, with screening installed as depicted on the Approved Plans.

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

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

2.17 Developer shall install site lighting on the Property substantially in accordance with the Final Site Plan.

2.24 Developer shall designate three parking stalls on the Property, as shown on the Final Site Plan, for the installation of electric vehicle charging stations (“**EV Charging Stations**”) in the future. Developer shall have no obligation to install any such EV Charging Stations until the expiration of the fifth full calendar year following Developer’s receipt of a final Certificate of Occupancy.

2.25 Developer shall install all landscaping improvements in according with the Approved Plans.

2.26 Developer shall install interior and exterior camera systems and recordings shall be held for 45 days and be made available to law enforcement on request.

ARTICLE 3.
MISCELLANEOUS PROVISIONS

3.1 This Agreement may not be modified, replaced, amended or terminated without the prior written consent of both of the Parties.

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

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

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

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

3.6 Developer shall be in default of this Agreement if Developer shall fail to perform obligations pursuant to this Agreement within 30 days after Developer’s receipt of written notice from the Township specifying such failure in reasonable detail (or such other greater period of time reasonably necessary to cure such failure if such failure is not reasonably able to be cured within such 30-day period, provided Developer has undertaken procedures to cure such default within such 30-day period and diligently pursues such cure to completion).

ARTICLE 4.
TOWNSHIP AGREEMENTs

The Township hereby agrees:

4.1 The Township shall accept all easements for public utilities.

4.2 In consideration of the above undertakings to approve Developer's proposed use and development of the Property, the Township shall provide timely and reasonable Township inspections as may be required during construction.

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

Remainder of Page Intentionally Blank. Signatures to Follow.

IN WITNESS WHEREOF, the parties have executed this Agreement as the year and date set forth above.

DEVELOPER:

Aldi Inc (Michigan),
a Michigan corporation

By: _____
Name: Steve Bowman
Title: Group Director of Real Estate

STATE OF OHIO)
)
COUNTY OF FRANKLIN)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Steve Bowman, Group Director of Real Estate of Aldi Inc. (Michigan), a Michigan corporation, on behalf of said corporation. This is an acknowledgment certificate. No oath or affirmation was administered to the signer with regard to the notarial act.

Notary Public for _____

My Commission expires: _____

TOWNSHIP:

Charter Township of Ypsilanti

Brenda L. Stumbo

Name: Brenda L. Stumbo

Title: Supervisor

Heather Jarrell Roe

Name: Heather Jarrell Roe

Title: Clerk

STATE OF MICHIGAN)

)
COUNTY OF Washtenaw)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 22nd day of January, 2024, by Brenda Stumbo, Supervisor of The Charter Township of Ypsilanti, a Michigan charter township, on behalf of said township.

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

Lisa R Stanfield
Notary Public for Ypsilanti Township

My Commission expires: Feb. 25, 2025

STATE OF MICHIGAN)

)
COUNTY OF Washtenaw)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 22nd day of January, 2024, by Heather Jarrell Roe, Clerk of The Charter Township of Ypsilanti, a Michigan charter township, on behalf of said township.

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

Lisa R Stanfield
Notary Public for Ypsilanti Township

My Commission expires: Feb. 25, 2025

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

K-11-38-280-017

Land situated in the Township of Ypsilanti, County of Washtenaw, Michigan, more particularly described as:

Commencing at the Southeast Corner of Lot 10 of "Washtenaw Business Park," part of French Claim 680 & 681, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, according to the plat thereof, as recorded in Liber 33 of Plats, Pages 19 through 27, inclusive, Washtenaw County Records;

thence N72°40'20"E 820.92 feet along the South line of said "Washtenaw Business Park" to the West line of Whittaker Road a.k.a. South Huron Street (60-foot wide 1/2 Right-of-Way);

thence S05°16'09"W 507.79 feet along the West line of said Whittaker Road a.k.a. Huron Street to the **PLACE OF BEGINNING**;

thence continuing the following two courses along the West line of said Huron Street:

1) S05°16'09"W 169.41 feet and

2) S08°19'20"W 132.10 feet to the North line of Brinker Way (86-foot wide Right-of-Way);

thence the following three courses along the North line of said Brinker Way:

1) N81°19'20"W 40.85 feet (*recorded as 40.78 feet*),

2) Westerly 98.49 feet along the arc of a 293.00-foot radius curve to the left, through a central angle of 19°15'34" and having a chord bearing S89°02'53"W 98.03 feet and

3) S79°25'06"W 180.71 feet;

thence N10°34'54"W 78.66 feet;

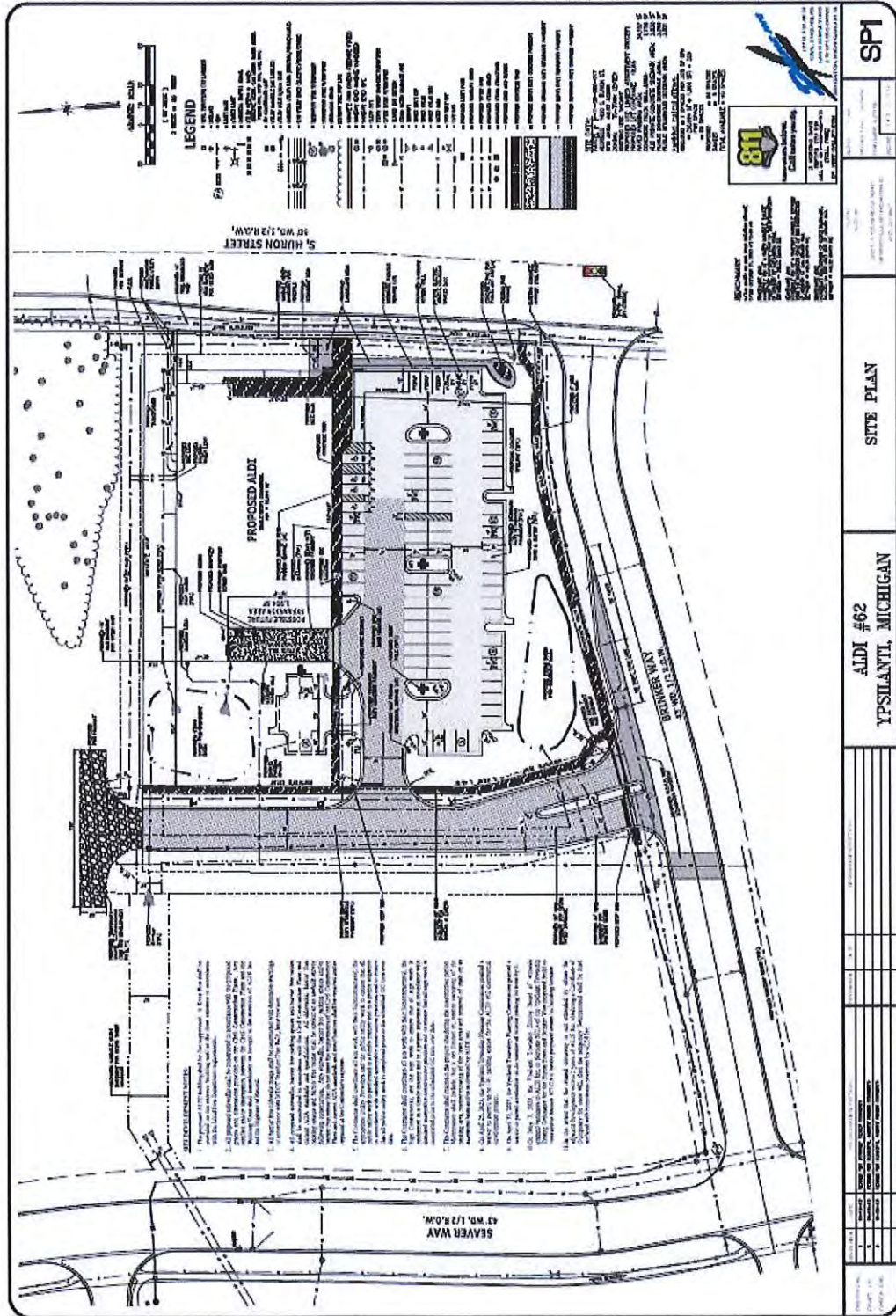
thence Northerly 46.75 feet along the arc of a 169.00-foot radius curve to the right, through a central angle of 15°51'03" and having a chord bearing N02°39'23"W 46.60 feet;

thence N05°16'09"E 237.04 feet;

thence S84°43'51"E 347.01 feet to a point on West line of said Whittaker Road a.k.a. Huron Street and the Place of Beginning.

Being a part of the French Claim 681 Town 3 South, Range 7 East, Washtenaw County, Michigan. Containing 2.524 acres of land, more or less. Subject to and together with all easements and restrictions of record affecting title to the described above premises.

EXHIBIT B FINAL SITE PLAN



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SP1

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

**ALDI #62
YPSILANTI, MICHIGAN**

NO. 1	NO. 2	NO. 3	NO. 4	NO. 5

EASEMENTS, COVENANTS, AND RESTRICTIONS AGREEMENT

THIS EASEMENTS, COVENANTS, AND RESTRICTIONS AGREEMENT (this "**Agreement**") is executed, delivered and made effective as of this ____ day of _____, 2024 (the "**Effective Date**"), by and between **The Charter Township of Ypsilanti**, a Michigan charter township ("**Township**"), and **Aldi Inc. (Michigan)**, a Michigan corporation ("**Aldi**").

Background Information

A. Aldi and Township entered into that certain Real Estate Purchase Agreement, dated December 28, 2022 (the "**Purchase Agreement**"). As a result, Aldi and Township each own certain parcels of real property located at the northwest corner of the intersection of Huron Street and Brinker Way in Ypsilanti Charter Township, Michigan. A copy of a site plan that generally depicts the properties owned by each of the Parties is attached hereto and made a part hereof as Exhibit A (the "**Site Plan**").

B. Aldi's parcel, containing approximately 2.524 acres, is more particularly described on Exhibit B, attached hereto and made a part hereof (the "**Aldi Property**").

C. Township's parcel, containing approximately 10.286 acres located adjacent to the Aldi Property, is more particularly described on Exhibit C, attached hereto and made a part hereof (the "**Township Property**"; collectively, the Aldi Property and the Township Property are sometimes referred to as the "**Properties**" and individually sometimes as a "**Property**").

D. In order to provide for, among other things, the coordinated development and operation of the Properties, the Parties have agreed to grant to the other certain easements upon the terms and conditions specifically provided for herein. In addition, the Parties have agreed to subject the Properties to certain restrictions on use and development, as hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, as set forth in the foregoing Background Information, and of the mutual promises herein set forth, and other good and valuable consideration paid, the Parties do hereby agree as follows:

ARTICLE I
Easements

1.01. Ingress/Egress Easement to Aldi. Subject to the terms and conditions set forth in this Agreement, Township hereby grants and conveys to Aldi and its successors and assigns (including without limitation Aldi's employees, agents and customers), as an easement appurtenant to the Aldi Property, a permanent, non-exclusive easement and right-of-way for the purpose of pedestrian and vehicular (including Aldi's delivery tractor trailers) ingress, egress, passage, and traffic upon, over, across, and through the driveways (including, but not limited to, the "**Critical Access Drive**", generally depicted on the Site Plan located on the Township Property, as applicable), drive aisles and walkways on the Township Property, as they may exist and/or be modified or extended, including, if constructed, the Seaver Way Access Drive (defined below). Township hereby reserves the right to use the foregoing easement areas for all purposes that will not interfere with Aldi's full enjoyment of the rights granted hereby. Township shall further have the right to relocate or otherwise modify any and all of such driveways, drive aisles and walkways; provided, however, Township shall not alter, relocate or close the Critical Access Drive without the prior written consent of Aldi. For the avoidance of doubt, any future extensions of, or connections to, the Critical Access Drive shall not be deemed to constitute and/or be a part of the Critical Access Drive. The Critical Access Drive shall be limited to only that area depicted on the Site Plan as the Critical Access Drive. The Critical Access Drive is more particularly described on Exhibit E, attached hereto and made a part hereof.

1.02. Ingress/Egress Easement to Township. Subject to the terms and conditions set forth in this Agreement, Aldi hereby grants and conveys to Township and its successors and assigns, as an easement appurtenant to the Township Property, a permanent, non-exclusive easement and right-of-way for the purpose of pedestrian and vehicular ingress, egress, passage, and traffic upon, over, across, and through the driveways, drive aisles and walkways on the Aldi Property as they may exist or be modified, from time to time; provided, however that: (i) the driveways located on the Aldi Property shall not be the sole accessways to any portion of the Township Property; and (ii) each parcel within the Township Property shall have a main access point either directly to a public right of way or by extending a driveway to connect to the Critical Access Drive. Aldi hereby reserves the right to use the foregoing easement areas for all purposes that will not interfere with Township's full enjoyment of the rights granted hereby. Aldi shall further have the right to relocate or otherwise modify any and all of such driveways, drive aisles and walkways.

1.03. Sanitary Sewer Easement to Aldi. Subject to the terms and conditions set forth in this Agreement, Township hereby grants and conveys to Aldi and its successors and assigns, as an easement appurtenant to the Aldi Property, a non-exclusive easement over, under and across the Township Property, as may be necessary for the installation, operation, flow, passage, use, maintenance, connection, repair, relocation and removal of Sanitary Sewer lines, connections and related improvements (collectively, "**Sanitary Sewer Lines**" and individually, a "**Sanitary Sewer Line**"), together with the right of ingress and egress for the foregoing purposes. Following Aldi's installation, maintenance or replacement of a Sanitary Sewer Line on the Township Property, Aldi shall restore the affected portion of the Township Property to a condition equal to (the extent reasonably practicable under the circumstances) or better than the condition which existed prior to commencement of such work.

1.04. Stormwater Drainage Easement to Aldi. Subject to the terms and conditions set forth in this Agreement, Township hereby grants and conveys to Aldi, its successors and assigns, as an easement appurtenant to the Aldi Property, a perpetual, non-exclusive easement and right-of-way over and across the Township Property, including (without limitation), that portion of the Township Property legally described on Exhibit F, attached hereto and made a part hereof, for the purposes of using, maintaining, repairing and replacing storm water pipes, connections and related improvements (collectively, the “**Stormwater Lines**”) connecting the Aldi Property to a detention pond located West of Seaver Way and depicted as the “**Detention Pond**” on the Site Plan, together with the right of inflow and outflow of such stormwater detention facilities.

1.05. Temporary Construction Easement to Aldi. Subject to the terms and conditions set forth in this Agreement, Township hereby grants and conveys to Aldi and its successors and assigns (including without limitation Aldi’s employees, agents and customers), a non-exclusive temporary construction easement and right-of-way for the benefit of the Aldi Property to the extent needed in accordance with good construction practices, but only during a period of construction on, or in connection with improvements to, the Aldi Property, on, over, across and through the Township Property for the purposes of facilitating construction of the Critical Access Drive, landscaping, sidewalks, Sanitary Sewer Lines, Stormwater Lines, other utilities, and other improvements necessary for the development of the Aldi Property, and providing a temporary means of access for construction vehicles to and from the Aldi Property and facilitating construction of such improvements on the Aldi Property. Such construction activities shall be performed in such a manner as to cause as little disturbance in the use of the Township Property as is practicable under the circumstances. Similarly, construction activities shall be performed on the Township Property so as to minimize interference with the business activities conducted on the Aldi Property.

1.06. Reciprocal Parking Easements. There shall specifically be no parking easements or rights between the Aldi Property and the Township Property.

ARTICLE II Restrictions / Covenants

2.01. Use Restrictions on the Township Property. Township, for itself, its successors and assigns, hereby declares and imposes on the Township Property, for the benefit of the Aldi Property, the restrictions on use set forth on Exhibit D, attached hereto and made a part hereof.

2.02. Further Development of Township Property. In the event that any portion of the Township Property is developed and/or under development, the owner and/or developer of such property being developed shall either: (i) reasonably cooperate and diligently work with Ypsilanti Charter Township, and any other necessary governmental and/or quasi-governmental entities, in good faith to obtain approval of an access drive connecting the Critical Access Drive to Seaver Way (any such drive, the “**Seaver Way Access Drive**”), whereupon such owner and/or developer shall construct and install the Seaver Way Access Drive at its sole cost and expense; or (ii) reimburse Aldi, within 30 days after commencement of construction activities on the West Parcel, for fifty percent (50%) of Aldi’s actual costs and expenses to construct and install the Critical Access Drive, and related sidewalks, curbs, gutters, landscaping, and utility infrastructure.

2.03 Easement Dedication Cooperation. As part of Aldi’s proposed development of the Aldi Property, the Ypsilanti Community Utilities Authority (“**YCUA**”) has required that Aldi initially construct a watermain and sanitary sewer main on the Township Property (collectively, the “**YCUA**

Improvements"). The Parties acknowledge that it is likely that YCUA may require that once construction of the YCUA Improvements is completed in accordance with YCUA standards, both the YCUA Improvements and the land upon which the YCUA Improvements is located, as well as immediately surrounding land, shall be dedicated to YCUA in the form of a public dedication of easement (the "**YCUA Easements**"). Township and Aldi agree to reasonably cooperate in good faith with YCUA, at no cost to the other Party, to negotiate and agree to the terms and conditions of any such YCUA Easements, as applicable, and further agree to use commercially reasonable efforts to expeditiously finalize, execute, and deliver any such YCUA Easements requested by YCUA.

ARTICLE III
Maintenance Obligations

3.01. Construction, Maintenance and Repair of the Properties. Subject to the provisions hereinafter set forth:

(a) Subject to Section 3.01(c) below, Township shall, at its sole cost, maintain or cause to be maintained the Township Property and shall construct and maintain all of the improvements thereon, at all times, in a good and safe condition and state of repair. Further, while any portion of the Township Property remains undeveloped, Township shall also, at its sole cost, keep the Township Property seeded and mowed and in a sightly condition.

(b) Subject to Section 3.01(c) below, Aldi shall, at its sole cost, maintain or cause to be maintained the Aldi Property and shall construct and maintain all of the improvements thereon, at all times, in a good and safe condition and state of repair. Further, while any portion of the Aldi Property remains undeveloped, Aldi shall also, at its sole cost, keep the Aldi Property seeded and mowed and in a sightly condition. Subject to Section 3.01(c) below, Aldi shall, at Aldi's sole cost and expense, commence and complete construction of the Critical Access Drive in conjunction with the development of the Aldi Property in accordance with all applicable laws, ordinances, and regulations, and Aldi's permits therefore.

(c) Aldi shall be responsible for the future maintenance (including, without limitation, snow and ice removal, and sweeping), repair and/or replacement of all portions of solely the Critical Access Drive, but not the public utility lines located within or adjacent to the Critical Access Drive, which shall be maintained, repaired and/or replaced in accordance with the terms and conditions of the YCUA Easements or as otherwise provided in this Section 3.01 if the YCUA Easements have not yet been entered into. For the avoidance of doubt, Aldi shall not be responsible to make, or contribute towards the cost of, any improvements or modifications to, or planned extensions of, the Critical Access Drive or the adjacent public utility lines that are required in connection with the development and/or redevelopment of the Township Property or any part thereof, which such improvements, modifications, and/or extensions shall be completed by the applicable owner(s) and/or developer(s) of the portion of the Township Property that is being developed, at their sole cost and expense. Notwithstanding the foregoing, from and after the commencement of any development of any portion of the Township Property, all costs and expenses incurred by or on behalf of Aldi in connection with the annual maintenance, management, repair, replacement and operation of the Critical Access Drive shall be shared by all owners of developed parcels and/or owners of parcels in development within the Properties or a Property, pro-rata, based on the relative acreage of each such parcel.

(d) A Party shall pay any reimbursement or payment obligation due under this Agreement within 30 days after receiving from the applicable Party an invoice therefor.

ARTICLE IV
Insurance; Indemnification

4.01. Insurance. Each Party shall, at its own expense, obtain, carry and keep in force commercial general liability insurance against any liability or claim for personal injury, wrongful death or property damage for which the Party is responsible to the other under this Agreement or by law, with financially responsible insurers authorized to transact insurance business in the State in which the Properties are located, with a combined single limit of not less than \$2,000,000.00 per occurrence. Such insurance shall include all of the coverage typically provided by the Broad Form Comprehensive General Liability Endorsement. Such insurance may be written by additional premises endorsement on any master policy of insurance which may cover other property in addition to the Properties which form the subject of this Agreement; provided that the insurer shall provide a schedule to each Party showing that the coverage provided by such policy shall (a) meet the requirements of this Agreement; (b) not be reduced by any claims made with respect to other properties; and (c) be in such amount as will preclude the insureds from being held to be co-insurers. The policies shall name Aldi and Township as additional insureds (as their interests may appear) and shall provide that they may not be canceled without 30 days' prior written notice to both insureds. Upon request, each Party shall provide to the other a certificate of insurance evidencing such coverage. Notwithstanding the foregoing provisions hereof to the contrary, Aldi (or the entity that owns a controlling interest of Aldi) shall have the right to self-insure.

4.02. Indemnification.

(a) By Township. Except for injuries, deaths, losses, damages, or other matters resulting from the acts or omissions of Aldi or of Aldi's agents, employees, servants, contractors and licensees, Township shall indemnify Aldi and save it harmless from and against all loss, liability, damage, actions, causes of action, or claims for injury, death, loss or damage of whatever nature to any person, property or business interest caused by or resulting from an act or omission of Township or of Township's agents, employees, servants, contractors or licensees arising out of Township's use and occupancy of the Township Property, and from and against any and all costs, expenses or liabilities (including reasonable fees of attorneys, paralegals, experts, court reporters and others) incurred by Aldi in connection with any claim, action or proceeding in respect of any such loss, liability, damage or claim. Nothing herein shall be construed to waive, limit, or restrict any governmental immunity defense available to the Charter Township of Ypsilanti.

(b) By Aldi. Except for injuries, deaths, losses, damages, or other matters resulting from the acts or omissions of Township or of Township's agents, employees, servants, contractors and licensees, Aldi shall indemnify Township and save it harmless from and against all loss, liability, damage, actions, causes of action, or claims for injury, death, loss or damage of whatever nature to any person, property or business interest caused by or resulting from an act or omission of Aldi or of Aldi's agents, employees, servants, contractors or licensees arising out of Aldi's use and occupancy of the Aldi Property, and from and against any and all costs, expenses or liabilities (including reasonable fees of attorneys, paralegals, experts, court reporters and others) incurred by Township in connection with any claim, action or proceeding in respect of any such loss, liability, damage or claim.

ARTICLE V
Damage and Destruction

5.01. The Aldi Improvements. In the event the improvements on the Aldi Property (the "**Aldi Improvements**") are either destroyed or damaged by fire, flood, earthquake, or other casualty, Aldi shall have no obligation, under this Agreement, to repair, rebuild or restore the Aldi Improvements. However, if Aldi elects to repair, rebuild or restore the Aldi Improvements after any such damage or destruction, all construction activities undertaken in connection therewith shall be conducted so as to minimize interference with Township's use of its Property and the rights granted to it under this Agreement. If Aldi elects not to repair, rebuild or restore the Aldi Improvements after any such damage or destruction, Aldi shall raze the damaged improvements and either pave or seed and maintain such area.

5.02. The Township Improvements. In the event the improvements on the Township Property (the "**Township Improvements**") are either damaged or destroyed by fire, flood, earthquake, or other casualty, Township shall have no obligation, under this Agreement, to repair, rebuild or restore the Township Improvements. However, if Township elects to repair, rebuild or restore the Township Improvements after any such damage or destruction, all construction activities undertaken in connection therewith shall be conducted so as to minimize interference with Aldi's use of its Property and the rights granted to it under this Agreement. If Township elects not to repair, rebuild or restore the Township Improvements after any such damage or destruction, Township shall raze the damaged improvements and either pave or seed and maintain such area and the easements granted to Aldi pursuant to Article I hereof shall continue in full force and effect. Notwithstanding anything to the contrary contained in this Section 5.02, if any Township Improvements to which Aldi has been granted an easement is destroyed or damaged under this Agreement, Township shall, within 30 days after the date of such damage and/or destruction, restore the applicable Township Improvements to the minimum condition necessary for Aldi's continued use thereof as existed prior to such damage or destruction.

ARTICLE VI
Defaults and Remedies

6.01. Defaults. If any Party (the "**Defaulting Party**") should fail to observe any of the terms, conditions, restrictions or provisions of, or should fail to perform any of its covenants or obligations under this Agreement within a period of 30 days (or such lesser period as may be reasonably necessary in the event of a failure which poses an imminent threat of personal injury or damage to property) after the other Party (the "**Non-Defaulting Party**") has given to the Defaulting Party written notice thereof, then the Defaulting Party shall be in default under this Agreement; provided that if the obligation is of such a nature that the same cannot, with due diligence, be reasonably performed within such 30-day period, then such default shall be deemed to have been cured if the Defaulting Party commences such performance within such 30-day period and thereafter undertakes and proceeds with due diligence to complete the same and does complete the same within a reasonable time. If a default has occurred and is not cured within the time period specified in this Section 6.01, then the Non-Defaulting Party shall have all of the rights and remedies afforded to it by law and also all of the rights and remedies set forth in Section 6.02 hereof (whether or not they are expressly provided by statute or recognized by judicial precedent), any one or more of which may be exercised and enforced independently or concurrently at any time that such default remains uncured, without waiving any of the Non-Defaulting Party's other rights and remedies, and all of which shall, to the extent applicable, survive the termination of any right granted in this Agreement.

6.02. Remedies.

(a) Cure. Following the expiration of the applicable cure period, the Non-Defaulting Party may, at its election, cure any default of the Defaulting Party under this Agreement; and if the Non-Defaulting Party should do so, then it shall be entitled to be reimbursed for all reasonable and documented costs and expenses expended by it in connection therewith, which amounts shall be due and payable by the Defaulting Party to the Non-Defaulting Party on demand.

(b) Civil Actions. Following the expiration of the applicable cure period, the Non-Defaulting Party may bring an action against the Defaulting Party for the specific performance of any obligation undertaken by the Defaulting Party in this Agreement, for injunctive or other equitable relief, or for damages in any court of competent jurisdiction for the County in which the Properties are located, or such other jurisdiction as may be agreed to between the Parties, in order to enforce the rights and remedies available to the Non-Defaulting Party.

6.03. Obstruction Events. Notwithstanding anything to the contrary contained in this Agreement, in the event vehicular access to the Aldi Property is obstructed due to an obstruction on the Township Property (including, but not limited to, the Critical Access Drive) or an activity of an Township Permittee (each such event, a "**Township Obstruction Default**"), Aldi may notify Township by any means reasonable under the circumstances, including via email or telephone, of the Township Obstruction Default and demand that the Township Obstruction Default be remedied. If, after 24 hours after such notice has been provided, Township has not (i) remedied the Township Obstruction Default or (ii) commenced to remedy the Township Obstruction Default and thereafter remedied such Township Obstruction Default within 24 hours, Aldi shall have the right (but not the obligation) to remedy the Township Obstruction Default (including the right to enter upon the Township Property) and shall be reimbursed by Township for the reasonable costs for such remedy in accordance with the provisions of Section 6.02(a) above. Further and notwithstanding anything to the contrary contained in this Agreement, in the event vehicular access to the Township Property via the Critical Access Drive is completely obstructed due to an obstruction of the Critical Access Drive by Aldi (each such event, an "**Aldi Obstruction Default**"), Township may notify Aldi by any means reasonable under the circumstances, including via email or telephone, of the Aldi Obstruction Default and demand that the Aldi Obstruction Default be remedied. If, after 24 hours after such notice has been provided, Aldi has not remedied the Aldi Obstruction Default or commenced to remedy the Aldi Obstruction Default and thereafter remedies such Aldi Obstruction Default within 24 hours, Township shall have the right (but not the obligation) to remedy the Aldi Obstruction Default (including the right to enter upon the Aldi Property) and shall be reimbursed by Aldi for the reasonable costs for such remedy in accordance with the provisions of Section 6.02(a) above.

6.04. Interest; Lien. All amounts owing under this Agreement that are not timely paid shall accrue interest ("**Interest**") thereon from and after the due date at the lower of (i) the rate of 12% per annum, or (ii) the maximum rate permissible from time to time under applicable law. To the maximum extent permitted by applicable law, any amount owed under this Agreement constitutes a lien against the Property of the obligated Party. Any provision of this Agreement to the contrary notwithstanding, all liens established hereby shall be in all respects subject and subordinate to the lien of any mortgages or deeds of trust existing prior to the date the charge giving rise to such lien became due and payable.

ARTICLE VII

Notices; Notice of Transfer

7.01. Notices. Any notice or other communication required or permitted to be given to a Party under this Agreement shall be in writing and shall be deemed effective upon delivery (or refusal of delivery) when transmitted by one of the following methods to such Party at the address set forth at the end of this Section 7.01: (a) via a nationally recognized overnight delivery service (such as FedEx or UPS); or (b) by certified mail, postage prepaid, return receipt requested. Either Party may change its address for notice by giving written notice thereof to the other Party at least 10 business days prior to the effective date of such change of address. The address of each Party for notice initially is as follows:

(a) If intended for Township, to:

Ypsilanti Township
Attn: Heather Jarrell Roe, Township Clerk
7200 S. Huron River Drive
Ypsilanti, MI 48197
Email: hjarrellroe@ytown.org

with a copy to:

McLain & Winters
Attn: Douglas Winters, Esq.
61 N. Huron Street
Ypsilanti, MI 48197
Email: mcwinlaw@gmail.com

(b) If intended for Aldi, to:

Aldi Inc. (Michigan)
Attn: Andrew Shaw, Director of Real Estate
2625 North Stockbridge Road
Webberville, Michigan 48892
Email: andrew.shaw@aldi.us

With a copy to:

Kayne Law Group, Co., P.A.
Attn: Jacob Worrel, Esq.
612 Park Street, Suite 100
Columbus, Ohio 43215
Email: jworrel@kaynelaw.com

7.02. Notice of Conveyance. If a Party (a "**Conveying Party**") should convey its fee interest in and to its Property (or any portion thereof) to another Person, it may notify the other Party of such conveyance in the manner provided in Section 7.01 hereof. Such notice shall contain the name of the grantee and the address of such grantee for purposes of receiving notices hereunder. Unless and until a Conveying Party notifies the other Party of a conveyance of its fee interest in its Property and the name and address of the transferee, notices addressed to the Conveying Party as provided for in Section 7.01 shall continue to be effective, but the other Party

may also send notices that shall be deemed effective hereunder to such grantee at the tax mailing address listed for such grantee on the books of the County Assessor of Property, until such time as the grantee has notified the other Party of a different notice address in the manner provided in Section 7.01 hereof.

ARTICLE VIII
Miscellaneous Provisions

8.01. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns (including successive, as well as immediate, successors and assigns) of the Parties.

8.02. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Properties are situated. For all litigation, disputes and controversies which may arise out of or in connection with this Agreement, the undersigned hereby waive the right to trial by jury and consent to the jurisdiction of the courts in the state in which the Properties are situated. In the event either Party hereto brings or commences legal proceedings to enforce any of the terms of this Agreement, the successful Party shall then be entitled to receive from the other Party(s), in every such action commenced, a reasonable sum as attorneys' fees and costs, including all fees and costs incurred upon any appeals, to be fixed by the court in the same action.

8.03. Restoration. If, as a result of the exercise of any easement rights created under this Agreement, a Party shall damage or disturb the improvements of another Party, the Party causing such damage or disturbance shall, at its sole expense, promptly repair or restore the Property of such other Party to, as nearly as possible, the condition existing prior to such damage or disturbance.

8.04. Lien Removal. If, as a result of either Party's (the "**Contracting Party's**") exercise of any of the rights granted to it in this Agreement to enter onto and/or perform work upon the other Party's Property, a lien is filed by any contractor, subcontractor, laborer or materialman, then the Contracting Party shall discharge, bond or otherwise remove each such lien within 30 days following written notice from the other Party. If the Contracting Party fails to so discharge, bond or otherwise remove any such lien within such period of time, the other Party may do so and the Contracting Party shall reimburse the other Party upon demand therefor for the reasonable cost thereof, including, without limitation, reasonable attorney fees incurred in discharging such lien, and Interest.

8.05. Counterpart Originals. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall constitute a single instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

8.06. Article and Section Captions. The Article and Section captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, construction or meaning and are in no way to be construed as a part of this Agreement.

8.07. Severability. If any provision of this Agreement or the application of any provision

to any Person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of said provision to any other Person or circumstance, all of which other provision shall remain in full force and effect.

8.08. Amendments in Writing. No change, amendment, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon any Party unless in writing and signed by the Parties.

8.09. Agreement for Exclusive Benefit of Parties. The provisions of this Agreement are for the exclusive benefit of the Properties, the Parties (and their successors and assigns) and not for the benefit of any other Persons, and this Agreement shall not be deemed to have conferred any rights, express or implied, upon any other Persons.

8.10. No Partnership, Joint Venture or Principal-Agency Relationship. Neither anything contained in this Agreement nor any acts of the Parties shall be deemed or construed by the Parties, or either of them, or by any third Person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the Parties to this Agreement.

8.11. Reasonableness of Consent or Approval/Further Actions. Whenever a Party is entitled to exercise some right under this Agreement, only with the prior consent or approval of another Party, such consent or approval shall not be unreasonably withheld or delayed. If a Party is required to obtain the written consent or approval of another Party to effectuate a plat, subdivision or lot split of such Party's property, the other Party shall not unreasonably withhold, condition or delay such written consent or approval.

8.12. Covenants Run With the Land. It is intended that the covenants, easements, agreements, promises and duties of each Party, as set forth in this Agreement, shall be construed as covenants and not as conditions and that all such covenants shall (subject to the provisions of Section 8.14 hereof) be enforceable against the covenantor and shall also run with the land or constitute equitable servitudes as between the Property of the respective covenantor, as the servient tenement, and the Property of the respective covenantee, as the dominant tenement. If a Property is subdivided and sold, any obligation or expense attributed to a subdivided parcel shall be deemed an expense of such subdivided parcel and the then owner thereof. Any owner of a Property which is the subject hereof may grant the benefit of, or allow the use of, any right, easement or interest hereunder to any Permittee of any owner from time to time; provided that any such Permittee shall have no greater rights than its permittor and shall look solely to its permittor (or to such permittor's successors or assigns), in each case, for the enforcement of the provision of this Agreement.

8.13. No Merger. All of the provisions of this Agreement are for the mutual benefit and protection of the present and all future owners of the Properties; and if there should at any time be common ownership of any of the Properties, or any estate therein then it is the intention of the Parties that there be no merger into the respective fee simple estates of the rights and benefits and the obligations and burdens of this Agreement, but rather that such rights and benefits and such obligations and burdens shall be separately preserved for the benefit of all future owners of the fee simple estates in the Properties.

8.14. No Dedication. Nothing in this Agreement shall be deemed to constitute a gift, grant or dedication of any portion of the Properties to the general public or for any public purpose;

provided that the Parties shall have the right to extend the benefit of any of the easements granted herein to any governmental unit, public body and/or utility company for the purpose of the construction, installation, operation, maintenance, repair, relocation, modification, extension or alteration of utility lines and related facilities, but such grant shall be subject to the terms and conditions hereof.

8.15. Termination of Liability Upon Transfer. If the owner of a Property should transfer its fee simple interest (or any portion thereof) in and ownership of such Property, then the obligation and liability of the transferor for the performance or breach of any covenant or provision contained in this Agreement, occurring after the date of such transfer, shall automatically be terminated; and the transferee, by the acceptance of the conveyance of such fee simple interest, shall automatically be deemed to have accepted, assumed and agreed to observe or perform all such covenants or provisions after the date of such transfer.

8.16. Definition of Certain Terms. As used in this Agreement, the term "**Person**" means a corporation, association, partnership, limited liability company, trust, estate, governmental agency or other entity, as well as an individual or natural person, unless the context otherwise requires, the term "**Permittee**" means the respective employees, agents, customers, contractors, licensees, guests and invitees of Aldi and Township, and the term "**Party**" means Aldi or Township individually (or "**Parties**" shall mean Aldi and Township collectively) and their respective successors and assigns. The term "business day" when used herein shall mean a weekday, Monday through Friday, except a legal holiday or a day on which banking institutions in the State of Texas are authorized by law to be closed.

8.17. Estoppel Certificate. Within 20 days after receipt of a written request therefor, either Party shall deliver to the other a written statement acknowledging that this Agreement is in full force and effect (if the same be true), that this Agreement has not been modified (or if it has, stating such modifications), whether or not the requesting Party is in default, and providing any other pertinent information that the requesting Party might reasonably request with respect to the status of this Agreement or the Properties.

8.18. Index of Exhibits. The following exhibits attached to this Agreement are hereby incorporated herein:

- Exhibit A – Site Plan
- Exhibit B – Aldi Property Legal Description
- Exhibit C – Township Property Legal Description
- Exhibit D – Use Restrictions
- Exhibit E – Critical Access Drive Legal Description
- Exhibit F – Stormwater Lines Easement Area Legal Description

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, to be effective as of the date first above written.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
[Signature and Acknowledgment Pages Follow]

EASEMENTS, COVENANTS, AND RESTRICTIONS AGREEMENT
(Township Signature and Acknowledgment)

Township:

The Charter Township of Ypsilanti,
a Michigan charter township

By: [Signature]
Print Name: Brenda L. Stumbo
Its: Supervisor

By: [Signature]
Print Name: Heather Jarrell Clark
Its: Clerk

STATE OF Michigan)
COUNTY OF Washtenaw)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 22nd day of January, 2024, by Brenda Stumbo Supervisor of The Charter Township of Ypsilanti, a Michigan charter township, on behalf of said township.

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

[Signature]
Notary Public for Ypsilanti Township
My Commission expires: 2-25-2025

The foregoing instrument was acknowledged before me this 22nd day of January, 2024, by Heather Jarrell Clerk of The Charter Township of Ypsilanti, a Michigan charter township, on behalf of said township.

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

[Signature]
Notary Public for Ypsilanti Township
My Commission expires: 2-25-2025

EASEMENTS, COVENANTS, AND RESTRICTIONS AGREEMENT
(Aldi Signature and Acknowledgment Page)

Aldi:

Aldi Inc. (Michigan),
a Michigan corporation

By: _____
Steve Bowman, Group Director of Real Estate

STATE OF OHIO)
)
COUNTY OF FRANKLIN)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Steve Bowman, Group Director of Real Estate of Aldi Inc. (Michigan), a Michigan corporation, on behalf of said corporation. This is an acknowledgment certificate. No oath or affirmation was administered to the signer with regard to the notarial act.

Notary Public for _____

My Commission expires: _____

**Prepared By, Recording Requested By
And When Recorded Mail To:**

Kayne Law Group, Co., P.A.
612 Park St.
Suite 100
Columbus, Ohio 43215
Attn: Jacob Worrel, Esq.

EXHIBIT A
Site Plan

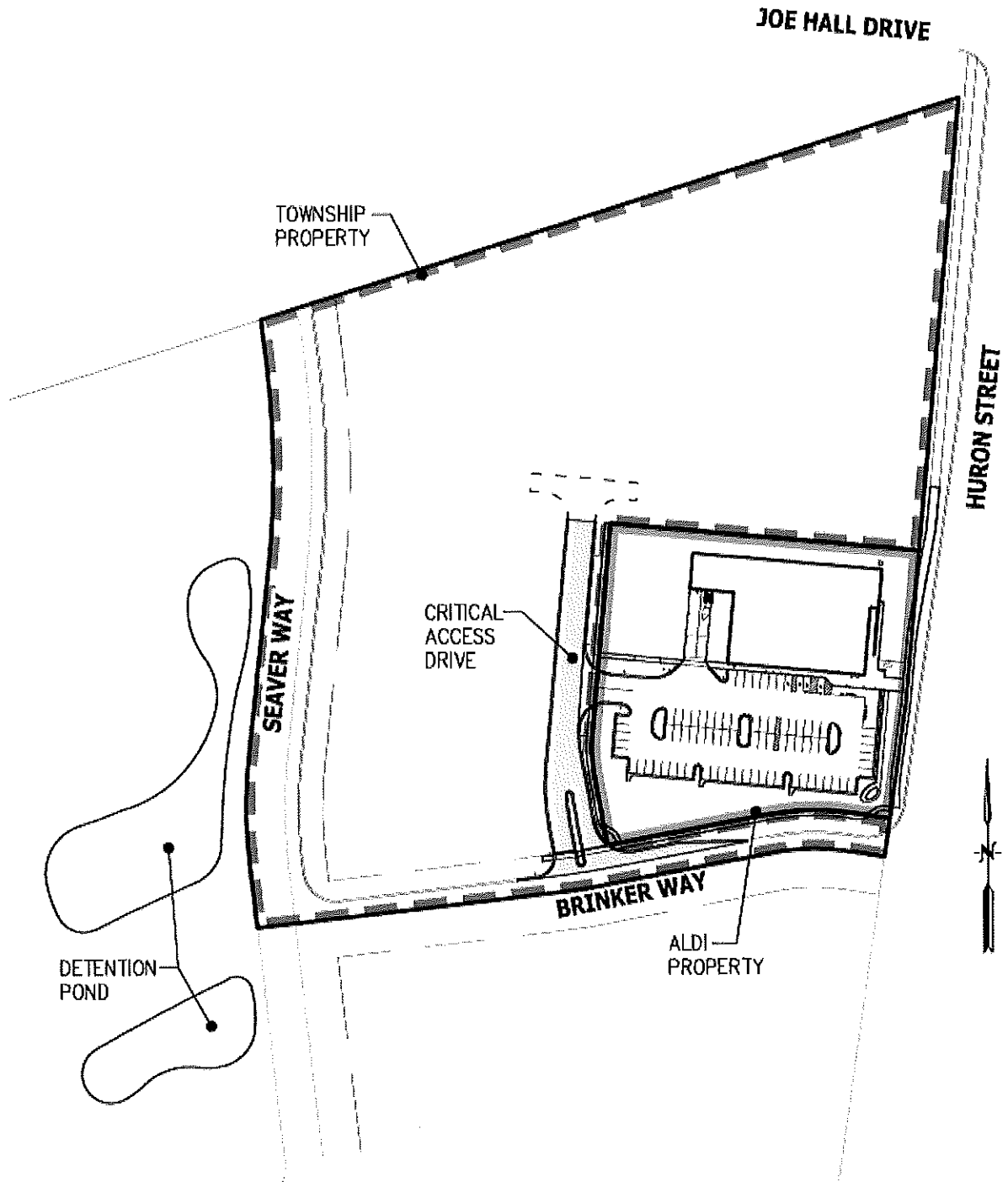


EXHIBIT B
Aldi Property Legal Description

Land situated in the Township of Ypsilanti, County of Washtenaw, Michigan, more particularly described as:

Commencing at the Southeast Corner of Lot 10 of "Washtenaw Business Park," part of French Claim 680 & 681, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, according to the plat thereof, as recorded in Liber 33 of Plats, Pages 19 through 27, inclusive, Washtenaw County Records;

thence N72°40'20"E 820.92 feet along the South line of said "Washtenaw Business Park" to the West line of Whittaker Road a.k.a. South Huron Street (60-foot wide 1/2 Right-of-Way);

thence S05°16'09"W 507.79 feet along the West line of said Whittaker Road a.k.a. Huron Street to the **PLACE OF BEGINNING**;

thence continuing the following two courses along the West line of said Huron Street:

1) S05°16'09"W 169.41 feet and

2) S08°19'20"W 132.10 feet to the North line of Brinker Way (86-foot wide Right-of-Way);

thence the following three courses along the North line of said Brinker Way:

1) N81°19'20"W 40.85 feet (*recorded as 40.78 feet*),

2) Westerly 98.49 feet along the arc of a 293.00-foot radius curve to the left, through a central angle of 19°15'34" and having a chord bearing S89°02'53"W 98.03 feet and

3) S79°25'06"W 180.71 feet;

thence N10°34'54"W 78.66 feet;

thence Northerly 46.75 feet along the arc of a 169.00-foot radius curve to the right, through a central angle of 15°51'03" and having a chord bearing N02°39'23"W 46.60 feet;

thence N05°16'09"E 237.04 feet;

thence S84°43'51"E 347.01 feet to a point on West line of said Whittaker Road a.k.a. Huron Street and the Place of Beginning.

Being a part of the French Claim 681 Town 3 South, Range 7 East, Washtenaw County, Michigan. Containing 2.524 acres of land, more or less. Subject to and together with all easements and restrictions of record affecting title to the described above premises.

Refer to the current policy for title insurance for proof of ownership and all encumbrances affecting title to the described above parcel.

EXHIBIT C
Township Property Legal Description

Land situated in the Township of Ypsilanti, County of Washtenaw, Michigan, more particularly described as:

BEGINNING at the Southeast Corner of Lot 10 of "Washtenaw Business Park," part of French Claim 680 & 681, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, according to the plat thereof, as recorded in Liber 33 of Plats, Pages 19 through 27, inclusive, Washtenaw County Records;

thence N72°40'20"E 820.92 feet along the South line of said "Washtenaw Business Park" to the West line of Whittaker Road a.k.a. South Huron Street (60-foot wide 1/2 Right-of-Way);

thence S05°16'09"W 507.79 feet along the West line of said Whittaker Road a.k.a. Huron Street;

thence N84°43'51"W 347.01 feet;

thence S05°16'09"W 237.04 feet;

thence Southerly 46.75 feet along the arc of a 169.00-foot radius curve to the left, through a central angle of 15°51'03" and having a chord bearing S02°39'23"E 46.60 feet;

thence S10°34'54"E 78.66 to the North line of Brinker Way (86-foot wide Right-of-Way);

thence along said North line of Brinker Way the following three courses:

1) N79°25'06"E 180.71 feet,

2) Easterly 98.49 feet along the arc of a 293.00-foot radius curve to the right, through a central angle of 19°15'34" and having a chord bearing N89°02'53"E 98.03 feet and

3) S81°19'20"E 40.85 feet (*recorded as 40.78 feet*) to a point on said West line of Whittaker Road a.k.a. South Huron Street;

thence S08°19'20"W 43.00 feet along said Westerly line of Whittaker Road a.k.a. South Huron Street to the nominal centerline of said Brinker Way;

thence along the nominal centerline of said Brinker Way the following five courses:

1) N81°19'20"W 41.12 feet,

2) Westerly 84.03 feet along the arc of a 250.00-foot radius curve to the left, through a central angle of 19°15'30" and having a chord bearing S89°02'53"W 83.64 feet,

3) S79°25'06"W 213.69 feet,

4) Westerly 18.06 feet along the arc of a 250.00-foot radius curve to the right, through a central angle of 04°08'19" and having a chord bearing S81°29'16"W 18.05 feet and

5) S83°33'25"W 353.56 feet to point on the West line of Seaver Drive (86-foot wide Right-of-Way);

thence along said West line of Seaver Drive the following five courses:

1) N06°26'35"W 72.21 feet,

2) Northerly 119.82 feet along the arc of a 543.00-foot radius curve to the right, through a central angle 12°38'34" and having a chord bearing N00°07'18"W 119.57 feet,

3) N06°11'59"E 218.90 feet and

4) Northerly 222.38 feet along the arc of a 957.00-foot radius curve to the left, through a central angle of 13°18'51" and having a chord bearing N00°27'27"W 221.88 feet and

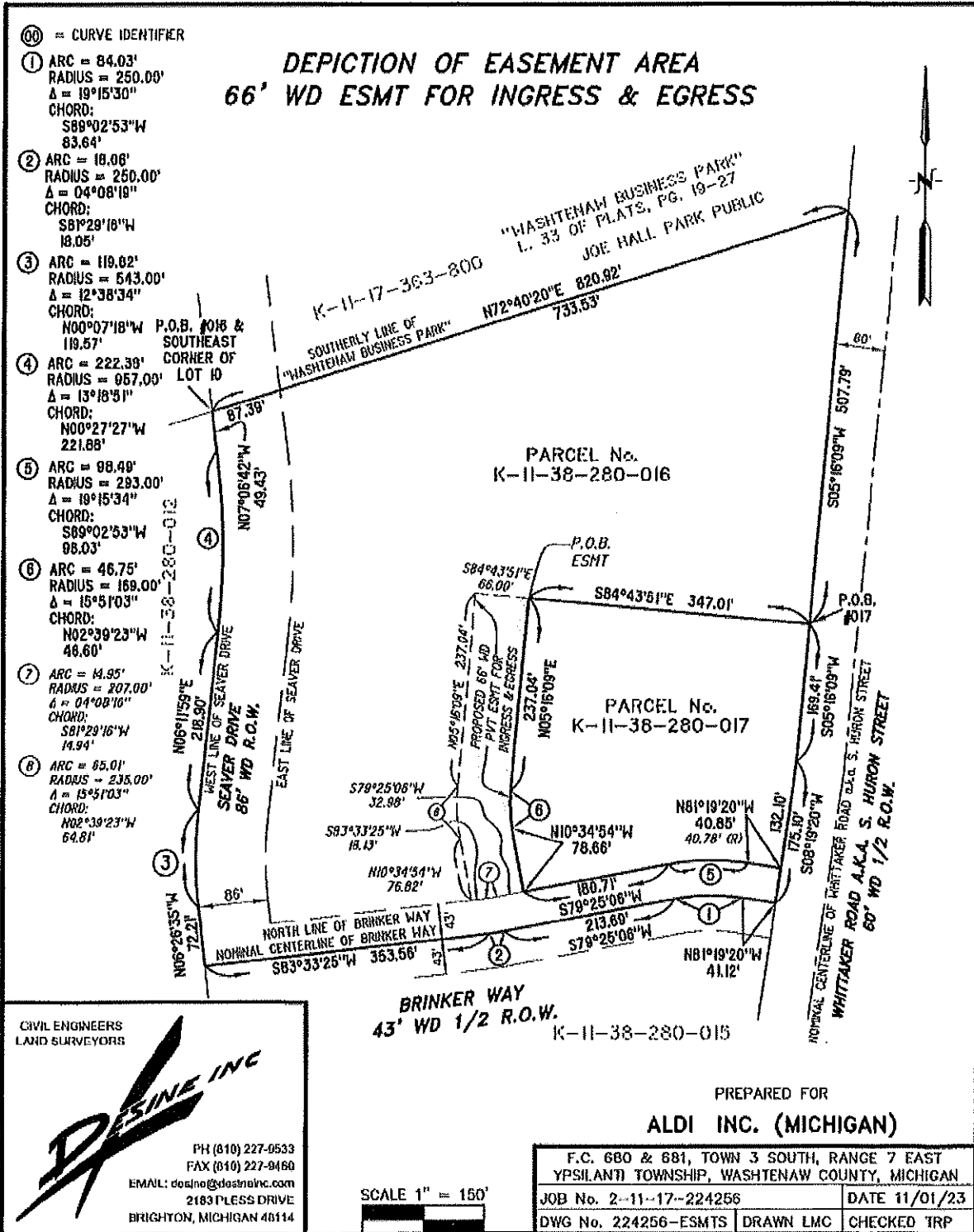
5) N07°06'42"W 49.43 feet to said Southeast Corner of Lot 10 and to the Place of Beginning.

Being a part of the French Claim 681, Town 3 South, Range 7 East, Washtenaw County, Michigan. Containing 10.286 acres of land, more or less. Subject to and together with all easements and restrictions of record affecting title to the described above premises.

EXHIBIT D
Use Restrictions

Township hereby covenants and agrees that it will not lease, rent, sell or otherwise permit to be owned, controlled, leased, used or occupied any portion of the Township Property for a Retail Grocery Store. The term "**Retail Grocery Store**" means a supermarket, a meat market, a grocery store, a fruit and vegetable store or stand, a frozen or otherwise processed food store, and any other store where more than 1,500 square feet (including adjacent aisle space) is used for the sale or display of grocery items. "Retail Grocery Store" shall also include the operation of a grocery pick-up service (e.g. Clicklist, Curbside Pickup or similar service) anywhere within the Properties, whether or not the premises from which the service is offered is also used for the sale and display of grocery items. "Retail Grocery Store" does not include a delicatessen or any restaurant wherein prepared food is sold for on-premises or "take-out" consumption.

EXHIBIT E
Critical Access Drive Legal Description



LEGAL DESCRIPTION OF EASEMENT AREA

PROPOSED 66-FOOT WIDE EASEMENT FOR INGRESS AND EGRESS

Land situated in the Township of Ypsilanti, County of Washtenaw, Michigan, more particularly described as:

A 66-foot wide easement for ingress and egress, being a part of the French Claim 681, Town 3 South, Range 7 East, Washtenaw County, Michigan, more particularly described as follows: Commencing at the Southeast Corner of Lot 10 of "Washtenaw Business Park," part of French Claim 680 & 681, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, according to the plat thereof, as recorded in Liber 33 of Plats, Pages 19 through 27, inclusive, Washtenaw County Records;

thence N72°40'20"E 820.92 feet along the South line of said "Washtenaw Business Park" to the West line of Whittaker Road a.k.a. South Huron Street (60-foot wide 1/2 Right-of-Way);
 thence S05°16'09"W 507.79 feet along the West line of said Whittaker Road a.k.a. Huron Street;
 thence N84°43'51"W 347.01 feet along the common line to Parcel No. K-11-38-280-016 and 017 to the PLACE OF BEGINNING;

thence S05°16'09"W 237.04 feet;

thence Southerly 46.75 feet along the arc of a 169-foot radius curve to the left, through a central angle of 15°51'03" and having a chord bearing S02°39'23"E 46.60 feet;

thence S10°34'54"E 70.66 feet;

thence along the Northerly line of Brinker Way (43-foot wide 1/2 Right-of-Way) the following three courses:

- 1) S79°25'06"W 32.98 feet,
- 2) Westerly 14.95 feet along the arc of a 207-foot radius curve to the right, through a central angle of 04°08'16" and having a chord bearing S81°29'16"W 14.94 feet and
- 3) S83°33'25"W 18.13 feet;

thence along a line parallel with and 66 feet West of said common line of Parcels No. K-11-38-280-016 and 017 the following three courses:

- 1) N10°34'54"W 76.82 feet,
- 2) Northerly 65.01 feet along the arc of a 235-foot radius curve to the right, through a central angle of 15°51'03" and a chord bearing N02°39'23"W 64.81 feet and
- 3) N05°16'09"E 237.04 feet;

thence S84°43'51"E 66.00 feet to the Place of Beginning.

Containing 0.562 acres of land, more or less. Subject to and together with all easements and restrictions of record affecting title to the described above premises.

CIVIL ENGINEERS
LAND SURVEYORS



PH (810) 227-9533
 FAX (810) 227-9460
 EMAIL: desine@desineinc.com
 2183 PLESS DRIVE
 BRIGHTON, MICHIGAN 48114

PREPARED FOR
ALDI INC. (MICHIGAN)

F.C. 680 & 681, TOWN 3 SOUTH, RANGE 7 EAST YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN		
JOB No. 2-11-17-224256	DATE 11/01/23	
DWG No. 224256-ESMTS	DRAWN LMC	CHECKED TRP

EXHIBIT F
Stormwater Lines Easement Area Legal Description

Ⓢ = CURVE IDENTIFIER

① ARC = 84.03'
 RADIUS = 250.00'
 Δ = 10°15'30"
 CHORD:
 S89°02'53"W
 83.64'

② ARC = 18.06'
 RADIUS = 250.00'
 Δ = 04°08'10"
 CHORD:
 S81°29'16"W
 18.05'

③ ARC = 119.82'
 RADIUS = 543.00'
 Δ = 12°38'34"
 CHORD:
 N00°07'10"W P.O.B. #016 &
 119.57' SOUTHEAST
 CORNER OF
 LOT 10

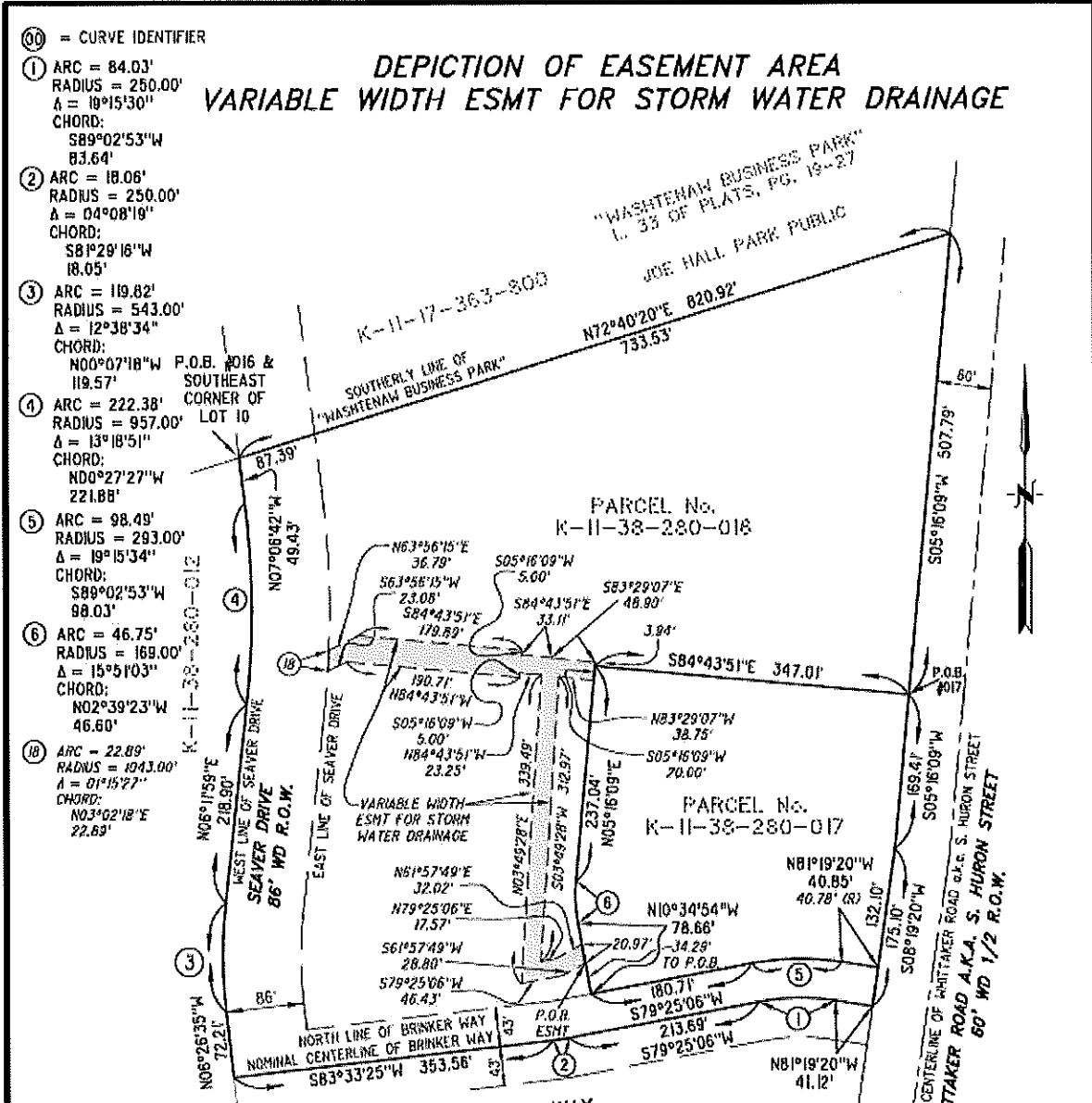
④ ARC = 222.38'
 RADIUS = 957.00'
 Δ = 13°18'51"
 CHORD:
 N00°27'27"W
 221.88'

⑤ ARC = 98.49'
 RADIUS = 293.00'
 Δ = 19°15'34"
 CHORD:
 S89°02'53"W
 98.03'

⑥ ARC = 46.75'
 RADIUS = 169.00'
 Δ = 15°51'03"
 CHORD:
 N02°39'23"W
 46.60'

⑧ ARC = 22.89'
 RADIUS = 104.300'
 Δ = 01°15'27"
 CHORD:
 N03°02'18"E
 22.89'

DEPICTION OF EASEMENT AREA
VARIABLE WIDTH ESMT FOR STORM WATER DRAINAGE



CIVIL ENGINEERS
 LAND SURVEYORS

DESIGN INC

PH (810) 227-0533
 FAX (810) 227-0460
 EMAIL: desine@desineinc.com
 2183 PLESS DRIVE
 BRIGHTON, MICHIGAN 48114

BRINKER WAY
 43' WD 1/2 R.O.W.
 K-11-38-280-015

PREPARED FOR
ALDI INC. (MICHIGAN)

F.C. 680 & 681, TOWN 3 SOUTH, RANGE 7 EAST YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN	
JOB No. 2-11-17-224256	DATE 11/01/23
DWG No. 224256-ESMTS	DRAWN LMC CHECKED TRP

SCALE 1" = 150'

LEGAL DESCRIPTION OF EASEMENT AREA

PROPOSED VARIABLE WIDTH EASEMENT FOR STORM WATER DRAINAGE

Land situated in the Township of Ypsilanti, County of Washtenaw, Michigan, more particularly described as:

A variable width easement for Storm Water Drainage, being a part of the French Claim 681, Town 3 South, Range 7 East, Washtenaw County, Michigan, more particularly described as follows:

Commencing at the Southeast Corner of Lot 10 of "Washtenaw Business Park," part of French Claim 680 & 681, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, according to the plat thereof, as recorded in Liber 33 of Plats, Pages 19 through 27, inclusive, Washtenaw County Records;

thence N72°40'20"E 820.92 feet along the South line of said "Washtenaw Business Park" to the West line of Whittaker Road a.k.a. South Huron Street (60-foot wide 1/2 Right-of-Way);

thence along the West line of said Whittaker Road a.k.a. Huron Street the following two courses along the West line of said Huron Street:

1) S05°16'09"W 677.20 feet and

2) S08°19'20"W 132.10 feet to the North line of Brinker Way (86-foot wide Right-of-Way);

thence the following three courses along the North line of said Brinker Way:

1) N81°19'20"W 40.85 feet (*recorded as 40.78 feet*),

2) Westerly 98.49 feet along the arc of a 293.00-foot radius curve to the left, through a central angle of 19°15'34" and having a chord bearing S89°02'53"W 98.03 feet and

3) S79°25'06"W 180.71 feet;

thence N10°34'54"W 34.29 feet along the common line of Parcel No's K-11-38-280-016 & 017 to the **PLACE OF BEGINNING**;

thence S61°57'49"W 28.80 feet; thence S79°25'06"W 46.43 feet; thence N03°49'28"E 339.49 feet;

thence N84°43'51"W 23.25 feet; thence S05°16'09"W 5.00 feet; thence N84°43'51"W 190.71 feet;

thence S63°56'15"W 23.08 feet to the East line of Seaver Drive (86-foot wide Right-of-Way); thence

Northerly 22.89 feet along the arc of a 1043-foot radius curve to the left, through a central angle of

01°15'27" and having a chord bearing N03°02'18"E 22.89 feet; thence N63°56'15"E 36.79 feet;

thence S84°43'51"E 179.89 feet; thence S05°16'09"W 5.00 feet; thence S84°43'51"E 33.11 feet;

thence S83°29'07"E 48.90 feet; thence S05°16'09"W 20.00 feet along (in-part) said common line of

Parcel No's K-11-38-280-016 & 017; thence N83°29'07"W 38.75 feet; thence S03°49'28"W 312.97

feet; thence N79°25'06"E 17.57 feet thence N61°57'49"E 32.02 feet to said common line; thence

S10°34'54"E 20.97 feet along said common line of Parcel No's K-11-38-280-016 & 017 to the to the

Place of Beginning. Being a part of the French Claim 681 Town 3 South, Range 7 East, Washtenaw

County, Michigan. Containing 0.357 acres of land, more or less. Subject to and together with all

easements and restrictions of record affecting title to the described above premises.

CIVIL ENGINEERS
LAND SURVEYORS



PH (810) 227-0533

FAX (810) 227-0460

EMAIL: desine@desineinc.com

2183 PLESS DRIVE

BRIGHTON, MICHIGAN 48114

PREPARED FOR

ALDI INC. (MICHIGAN)

F.C. 680 & 681, TOWN 3 SOUTH, RANGE 7 EAST YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN	
JOB No. 2-11-17-224256	DATE 11/01/23
DWG No. 224256-ESMTS	DRAWN LMC CHECKED TRP

**Prepared By, Recording Requested By
And When Recorded Mail To:**

Kayne Law Group
612 Park St.
Suite 100
Columbus, Ohio 43215
Attn: Jacob Worrel, Esq.

SPACE ABOVE FOR RECORDER'S USE ONLY

EASEMENT

This EASEMENT (this "**Easement**"), made this ___ day of _____, 2024, by **ALDI INC. (MICHIGAN)**, a Michigan corporation, whose address is 2625 North Stockbridge Road, Webberville, MI 48892, Attn: Director of Real Estate ("**Grantor**"), for the benefit of **THE CHARTER TOWNSHIP OF YPSILANTI**, a Michigan charter township, whose address is 7200 S. Huron River Drive, Ypsilanti, MI 48197, Attn: Heather Jarrell Roe, Township Clerk ("**Grantee**").

BACKGROUND INFORMATION

WHEREAS, Grantor owns that certain real property described on Exhibit A attached hereto (the "**Property**").

WHEREAS, Grantee seeks to use a certain portion of the Property for purposes of a public sidewalk, a bike path, a public art pad and other appurtenances thereto.

WHEREAS, Grantor has elected to grant an easement over a portion of the Property, subject to the terms and conditions contained herein.

STATEMENT OF AGREEMENT

For and in consideration of Ten (\$10.00) Dollars, the receipt of which is hereby acknowledged, Grantor hereby grants and conveys unto Grantee the following:

1. A perpetual sidewalk easement over, upon, across, in, through and under that certain portion of the Property described on Exhibit B attached hereto (the "**Sidewalk Easement Area**"), for the purpose of using, replacing, repairing, and maintaining a public pedestrian sidewalk within the Sidewalk Easement Area;
2. A perpetual bike path easement over, upon, across, in, through and under that certain portion of the Property described on Exhibit B attached hereto (the "**Bike Path Easement Area**"), for the purpose of using, replacing, repairing, and maintaining a public bike path within the Bike Path Easement Area; and

3. A perpetual public art pad easement over, upon, across, in, through and under that certain portion of the Property described on Exhibit C attached hereto (the “**Art Pad Easement Area**”), for the purpose of installing, replacing, repairing, and maintaining a public art pad within the Art Pad Easement Area, which such easement shall be subject to the following terms and conditions:
 - (i) no artwork and/or art installation within the Art Pad Easement Area may be taller than 6 feet above grade in height;
 - (ii) any such art should be designed and constructed using high quality materials that are designed to withstand the outdoor elements and retain a visually appealing appearance;
 - (iii) the subject matter of any such art must be wholesome and shall not (a) be of a political or social nature, and/or culturally, religiously, and/or racially divisive and/or insensitive; (b) contain any elements that a reasonable person might find to be disreputable, offensive and/or immoral; and/or (c) contain any graphic elements (which shall include, without limitation, nudity or violence); and
 - (iv) nowhere within the Art Pad Easement Area should be displayed the name(s) or logo(s) of any business(es) that engage in the sale of groceries or items that are normally found at a grocery store.

Collectively, the Sidewalk Easement Area, Bike Path Easement Area, and Art Pad Easement Area are sometimes referred to as “**Easement Areas**.”

Notwithstanding anything to the contrary contained in this Easement, Grantee shall at no time (i) block access or visibility to the Property, (ii) obstruct or interfere with the business operations on the Property, or (iii) store construction vehicles or materials on the Property outside of the Easement Areas. Further, Grantor shall have the right relocate the Easement Areas, at Grantor’s sole cost and expense, upon receipt of Grantee’s written consent, not to be unreasonably withheld, conditioned, or delayed. Grantee shall, at its sole cost and expense, install, repair, replace and maintain the Easement Areas and all appurtenances and improvements thereto, in a first-class condition. The Easement Areas and/or other portions of the Property so disturbed by reason of the exercise of any of the foregoing powers, rights and privileges, shall be promptly and reasonably restored to its prior condition by Grantee at Grantee’s sole cost and expense. This Easement and the rights and obligations contained herein shall run with the Property and shall be binding upon and inure to the benefit of the Grantor and Grantee, and each of their heirs, representatives, successors and assigns.

Further, Grantee will indemnify, defend and hold harmless Grantor from and against any and all costs, expenses, claims, suits, causes of action, liabilities, losses, fines, penalties, charges, judgments, injuries and damages, including, without limitation, reasonable attorney’s fees and costs (“**Claims**”) resulting from, related to or arising out of third party claims with respect to an incident which occurred as a result of the exercise of any of Grantee’s rights under this Easement and which resulted in personal injury or property damage unless resulting from the negligent, grossly negligent or intentional act or omission of Grantor. Nothing herein shall be construed to waive, limit, or restrict any governmental immunity defense available to the Charter Township of Ypsilanti.

Grantee, by its exercise of any of its rights contained in this Easement, shall be deemed to have agreed to the terms and conditions set forth in this Easement.

IN WITNESS WHEREOF, the undersigned has caused this Easement to be effective as of the date first written above.

GRANTOR:

ALDI INC. (MICHIGAN),
a Michigan corporation

By: _____
Steve Bowman, Group Director of Real Estate

STATE OF OHIO)
)
COUNTY OF FRANKLIN)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Steve Bowman, the Group Director of Real Estate of ALDI INC. (MICHIGAN), a Michigan corporation, on behalf of said corporation. This is an acknowledgment certificate. No oath or affirmation was administered to the signer with regard to the notarial act.

Notary Public for _____
Acting in: _____ County
My Commission expires: _____

EXHIBIT A
Legal Description of the Property

Land situated in the Township of Ypsilanti, County of Washtenaw, Michigan, more particularly described as:

Commencing at the Southeast Corner of Lot 10 of "Washtenaw Business Park," part of French Claim 680 & 681, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, according to the plat thereof, as recorded in Liber 33 of Plats, Pages 19 through 27, inclusive, Washtenaw County Records;

thence N72°40'20"E 820.92 feet along the South line of said "Washtenaw Business Park" to the West line of Whittaker Road a.k.a. South Huron Street (60-foot wide 1/2 Right-of-Way);

thence S05°16'09"W 507.79 feet along the West line of said Whittaker Road a.k.a. Huron Street to the **PLACE OF BEGINNING**;

thence continuing the following two courses along the West line of said Huron Street:

1) S05°16'09"W 169.41 feet and

2) S08°19'20"W 132.10 feet to the North line of Brinker Way (86-foot wide Right-of-Way);

thence the following three courses along the North line of said Brinker Way:

1) N81°19'20"W 40.85 feet (*recorded as 40.78 feet*),

2) Westerly 98.49 feet along the arc of a 293.00-foot radius curve to the left, through a central angle of 19°15'34" and having a chord bearing S89°02'53"W 98.03 feet and

3) S79°25'06"W 180.71 feet;

thence N10°34'54"W 78.66 feet;

thence Northerly 46.75 feet along the arc of a 169.00-foot radius curve to the right, through a central angle of 15°51'03" and having a chord bearing N02°39'23"W 46.60 feet;

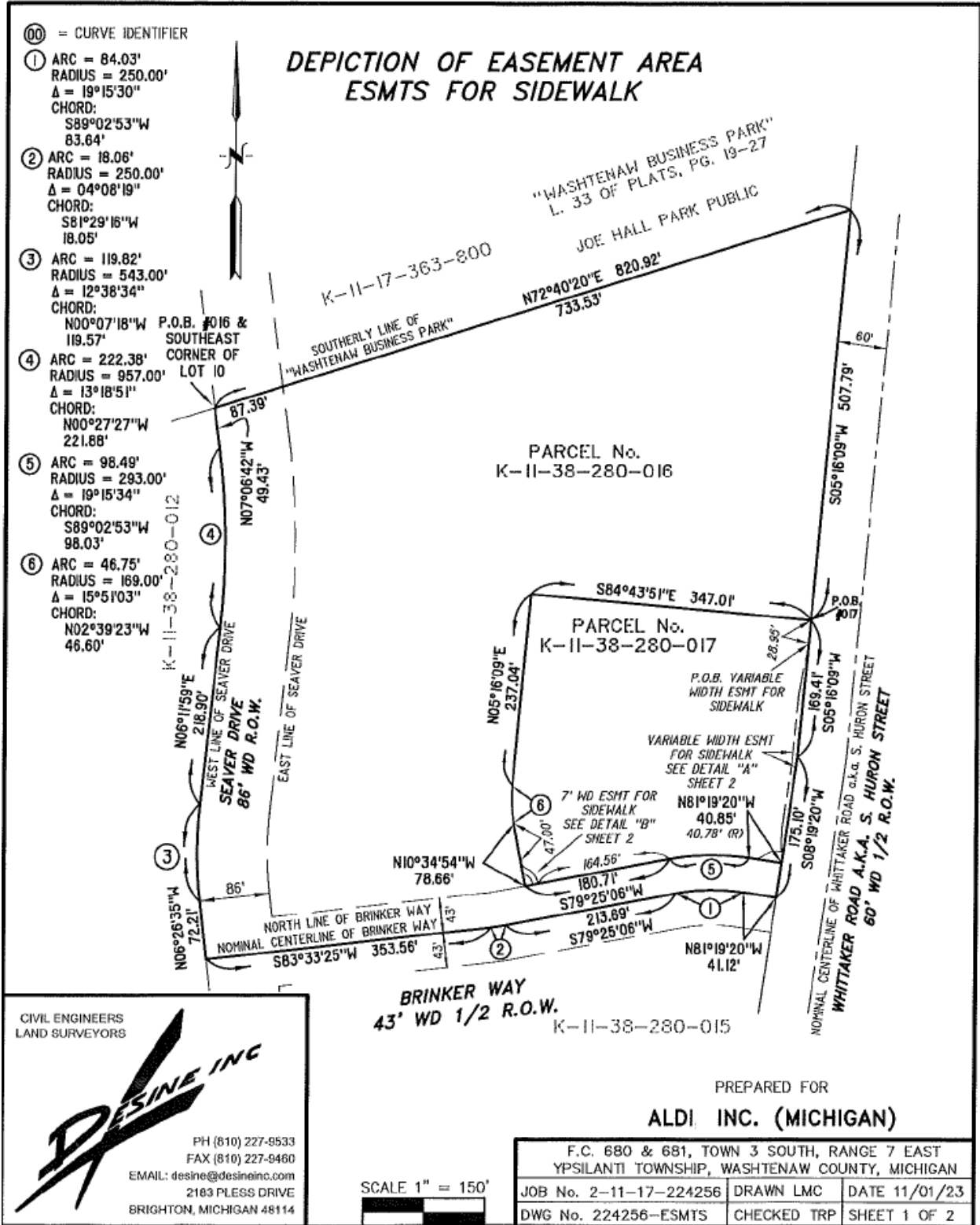
thence N05°16'09"E 237.04 feet;

thence S84°43'51"E 347.01 feet to a point on West line of said Whittaker Road a.k.a. Huron Street and the Place of Beginning.

Being a part of the French Claim 681 Town 3 South, Range 7 East, Washtenaw County, Michigan. Containing 2.524 acres of land, more or less. Subject to and together with all easements and restrictions of record affecting title to the described above premises.

Refer to the current policy for title insurance for proof of ownership and all encumbrances affecting title to the described above parcel.

EXHIBIT B
Legal Description of the Sidewalk Easement Area



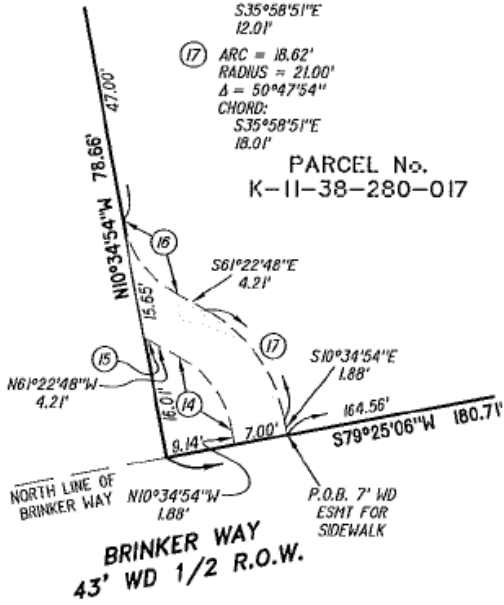
DEPICTION OF EASEMENT AREA DETAILS "A" & "B" FOR SIDEWALK



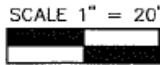
DETAIL "B"

- ①① = CURVE IDENTIFIER
- ①④ ARC = 12.41'
RADIUS = 14.00'
 $\Delta = 50^\circ 47' 54''$
CHORD:
N35°58'51"W
12.01'
- ①⑤ ARC = 0.96'
RADIUS = 21.00'
 $\Delta = 02^\circ 36' 31''$
CHORD:
N60°04'32"W
0.96'
- ①⑥ ARC = 12.41'
RADIUS = 14.00'
 $\Delta = 50^\circ 47' 54''$
CHORD:
S35°58'51"E
12.01'
- ①⑦ ARC = 18.62'
RADIUS = 21.00'
 $\Delta = 50^\circ 47' 54''$
CHORD:
S35°58'51"E
18.01'

PARCEL No.
K-11-38-280-017



BRINKER WAY
43' WD 1/2 R.O.W.



CIVIL ENGINEERS
LAND SURVEYORS



PH (810) 227-9533
FAX (810) 227-9460
EMAIL: desine@desineinc.com
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114



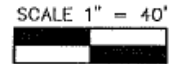
DETAIL "A"

- ①① = CURVE IDENTIFIER
- ①⑨ ARC = 14.13'
RADIUS = 19.00'
 $\Delta = 42^\circ 36' 10''$
CHORD:
N77°22'35"E
13.80'
- ①⑩ ARC = 13.38'
RADIUS = 18.00'
 $\Delta = 42^\circ 36' 10''$
CHORD:
N77°22'35"E
13.08'
- ①⑪ ARC = 28.11'
RADIUS = 211.00'
 $\Delta = 07^\circ 38' 03''$
CHORD:
N04°30'18"E
28.09'
- ①⑫ ARC = 10.60'
RADIUS = 199.00'
 $\Delta = 03^\circ 03' 11''$
CHORD:
N06°47'45"E
10.60'
- ①⑬ ARC = 19.83'
RADIUS = 211.00'
 $\Delta = 05^\circ 23' 07''$
CHORD:
N07°57'43"E
19.82'

PARCEL No.
K-11-38-280-017



WHITTAKER ROAD A.K.A. S. HURON STREET
60' WD 1/2 R.O.W.



PREPARED FOR
ALDI INC. (MICHIGAN)

F.C. 680 & 681, TOWN 3 SOUTH, RANGE 7 EAST YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN		
JOB No. 2-11-17-224256	DRAWN LMC	DATE 11/01/23
DWG No. 224256-ESMTS	CHECKED TRP	SHEET 2 OF 2

LEGAL DESCRIPTION OF EASEMENT AREA

PROPOSED EASEMENTS FOR SIDEWALK

Land situated in the Township of Ypsilanti, County of Washtenaw, Michigan, more particularly described as:

A variable width easement for Sidewalk, being a part of the French Claim 681, Town 3 South, Range 7 East, Washtenaw County, Michigan, more particularly described as follows:
Commencing at the Southeast Corner of Lot 10 of "Washtenaw Business Park," part of French Claim 680 & 681, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, according to the plat thereof, as recorded in Liber 33 of Plats, Pages 19 through 27, inclusive, Washtenaw County Records;

thence N72°40'20"E 820.92 feet along the South line of said "Washtenaw Business Park" to the West line of Whittaker Road a.k.a. South Huron Street (60-foot wide 1/2 Right-of-Way);
thence S05°16'09"W 536.74 feet along the West line of said Whittaker Road a.k.a. Huron Street to the **PLACE OF BEGINNING**;

thence continuing the following two courses along the West line of said Huron Street:

1) S05°16'09"W 140.47 feet and

2) S08°19'20"W 132.10 feet to the North line of Brinker Way (86-foot wide Right-of-Way);

thence N81°19'20"W 36.37 feet along the North line of said Brinker Way to Point "A;"

thence Northeasterly 14.13 feet along the arc of a 19-foot radius curve to the left, through a central angle of 42°36'10" and having a chord bearing N77°22'35"E 13.80 feet;

thence N56°04'30"E 5.95 feet;

thence Northeasterly 13.38 feet along the arc of a 18-foot radius curve to the right, through a central angle of 42°36'10" and having a chord bearing N77°22'35"E 13.08 feet;

thence S81°19'20"E 4.38 feet;

thence N00°41'17"E 12.42 feet;

thence Northerly 28.11 feet along the arc of a 211-foot radius curve to right, through a central angle of 07°38'03" and having a chord bearing N04°30'18"E 28.09 feet;

thence N08°19'20"E 72.48 feet;

thence Northerly 10.60 feet along the arc of a 199-foot radius curve to the left, through a central angle of 03°03'11" and having a chord bearing N06°47'45"E 10.60 feet;

thence N05°16'09"E 61.43 feet;

thence Northerly 19.83 feet along the arc of 211-foot radius curve to the right, through a central angle of 05°23'07" and having a chord bearing N07°57'43"E 19.82 feet;

thence N10°39'16"E 54.01 feet to a point on West line of said Whittaker Road a.k.a. Huron Street

Sidewalk Easement description continues...

CIVIL ENGINEERS
LAND SURVEYORS



PH (810) 227-9533
FAX (810) 227-9460

EMAIL: desine@desineinc.com
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

PREPARED FOR

ALDI INC (MICHIGAN)

F.C. 680 & 681, TOWN 3 SOUTH, RANGE 7 EAST YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN		
JOB No. 2-11-17-224256	DRAWN LMC	DATE 11/01/23
DWG No. 224256-ESMTS	CHECKED TRP	SHEET 1 OF 2

LEGAL DESCRIPTION OF EASEMENT AREA

Continuing Sidewalk Easement Description...

and the Place of Beginning;

ALSO A 7-foot wide easement for Sidewalk, more particularly described as follows:

Commencing at aforementioned Point "A;"

thence along the North line of said Brinker Way the following three courses:

- 1) N81°19'20"W 4.48 feet,
- 2) Westerly 98.49 feet along the arc of a 293.00-foot radius curve to the left, through a central angle of 19°15'34" and having a chord bearing S89°02'53"W 98.03 feet and
- 3) S79°25'06"W 164.56 feet to the **PLACE OF BEGINNING**;

thence continuing along said North line of Brinker Way S79°25'06"W 7.00 feet;

thence N10°34'54"W 1.88 feet;

thence Northwesterly 12.41 feet along the arc of a 14-foot radius curve to the left, through a central angle of 50°47'54" and having a chord bearing N35°58'51"W 12.01 feet;

thence N61°22'48"W 4.21 feet;

thence Northwesterly 0.96 feet along the arc of a 21-foot radius curve to the right, through a central angle of 02°36'31" and having a chord bearing N60°04'32"W 0.96 feet to the common line of Parcel No's K-11-38-280-016 & 017;

thence N10°34'54"W 15.65 feet along said common line;

thence Southeasterly 12.41 feet along the arc of a 14-foot radius curve to the left, through a central angle of 50°47'54" and having a chord bearing S35°58'51"E 12.01 feet;

thence S61°22'48"E 4.21 feet;

thence Southeasterly 18.62 feet along the arc of a 21-foot radius curve to the right, through a central angle of 50°47'54" and having a chord bearing S35°58'51"E 18.01 feet;

thence S10°34'54"E 1.88 feet to the Place of Beginning.

Being a part of the French Claim 681 Town 3 South, Range 7 East, Washtenaw County, Michigan.

Containing 0.041 acres of land (total), more or less. Subject to and together with all easements and restrictions of record affecting title to the described above premises.

CIVIL ENGINEERS
LAND SURVEYORS

DESINE INC

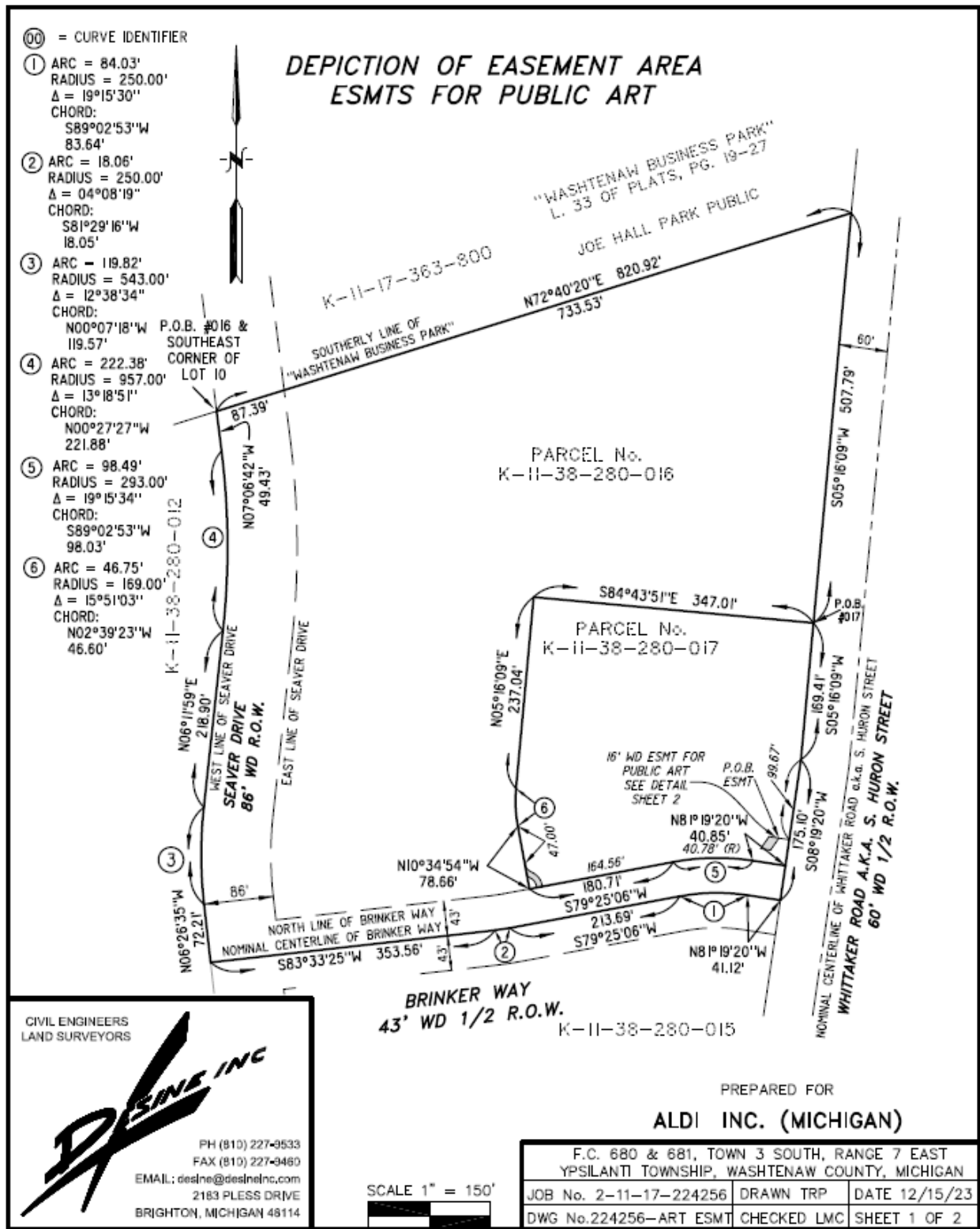
PH (810) 227-8533
FAX (810) 227-9460
EMAIL: desine@desineinc.com
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

PREPARED FOR

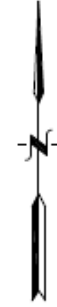
ALDI INC. (MICHIGAN)

F.C. 680 & 681, TOWN 3 SOUTH, RANGE 7 EAST YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN		
JOB No. 2-11-17-224256	DRAWN LMC	DATE 11/01/23
DWG No. 224256-ESMTS	CHECKED TRP	SHEET 2 OF 2

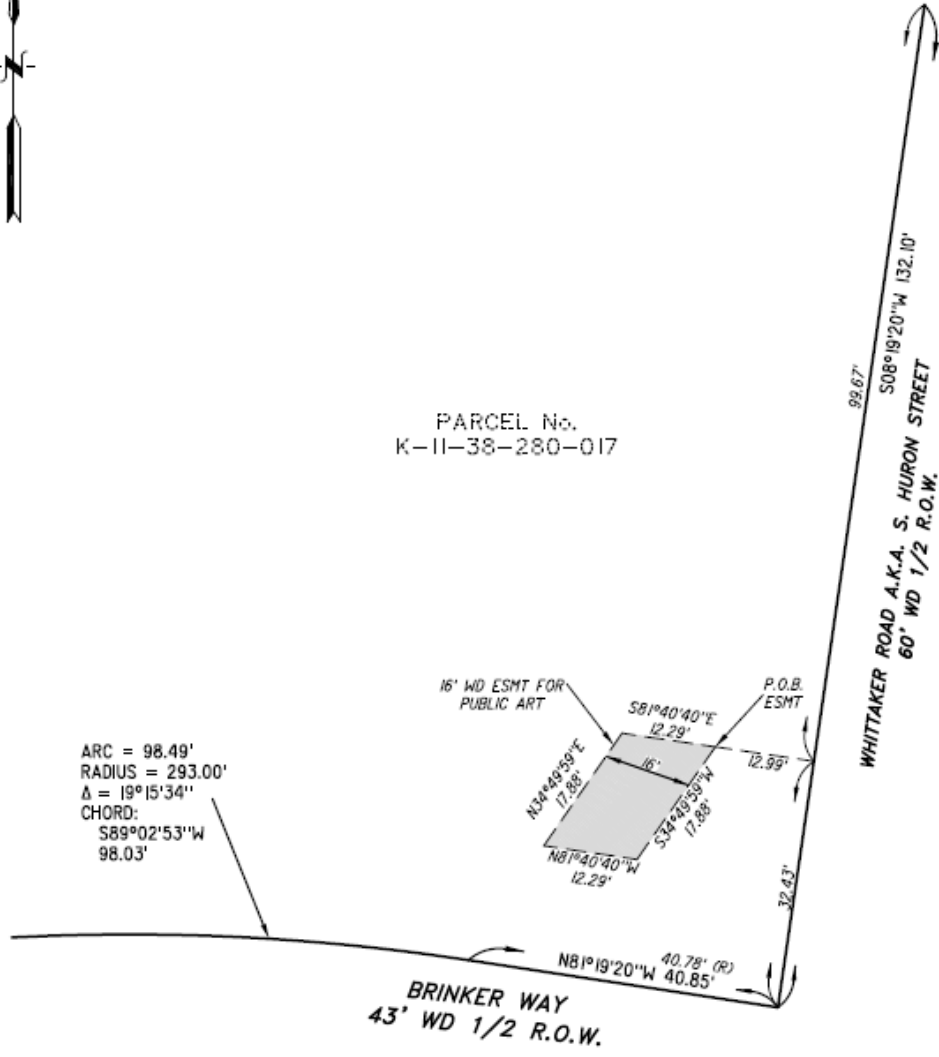
EXHIBIT C
Legal Description of the Public Art Easement Area



DEPICTION OF EASEMENT AREA DETAIL



PARCEL No.
K-11-38-280-017



ARC = 98.49'
RADIUS = 293.00'
 $\Delta = 19^{\circ}15'34''$
CHORD:
S89°02'53\"W
98.03'

SCALE 1" = 20'

CIVIL ENGINEERS
LAND SURVEYORS



PH (810) 227-9533
FAX (810) 227-9460
EMAIL: desinc@desinc.com
2183 FLESS DRIVE
BRIGHTON, MICHIGAN 48114

PREPARED FOR

ALDI INC. (MICHIGAN)

F.C. 680 & 681, TOWN 3 SOUTH, RANGE 7 EAST YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN		
JOB No. 2-11-17-224256	DRAWN TRP	DATE 12/15/23
DWG No. 224256-ART ESMT	CHECKED LMC	SHEET 2 OF 2

LEGAL DESCRIPTION OF EASEMENT AREA

PROPOSED EASEMENT FOR PUBLIC ART

Land situated in the Township of Ypsilanti, County of Washtenaw, Michigan, more particularly described as:

A 16-foot wide easement for Public Art, being a part of the French Claim 681, Town 3 South, Range 7 East, Washtenaw County, Michigan, more particularly described as follows:
Commencing at the Southeast Corner of Lot 10 of "Washtenaw Business Park," part of French Claim 680 & 681, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, according to the plat thereof, as recorded in Liber 33 of Plats, Pages 19 through 27, inclusive, Washtenaw County Records;

thence N72°40'20"E 820.92 feet along the South line of said "Washtenaw Business Park" to the West line of Whittaker Road a.k.a. South Huron Street (60-foot wide 1/2 Right-of-Way);

thence the following two courses along the West line of said Huron Street:

- 1) S05°16'09"W 677.20 feet and
- 2) S08°19'20"W 99.67 feet;

thence N81°40'40"W 12.99 feet to the PLACE OF BEGINNING;

thence S34°49'59"W 17.88 feet;

thence N81°40'40"W 12.29 feet;

thence N34°49'59"E 17.88 feet;

thence S81°40'40"E 12.29 feet to the Place of Beginning.

Being a part of the French Claim 681 Town 3 South, Range 7 East, Washtenaw County, Michigan.

Containing 0.004 acres of land, more or less. Subject to and together with all easements and restrictions of record affecting title to the described above premises.

CIVIL ENGINEERS
LAND SURVEYORS



PH (810) 227-9533
FAX (810) 227-9460
EMAIL: des@desineinc.com
2163 FLESS DRIVE
BRIGHTON, MICHIGAN 48114

PREPARED FOR

ALDI INC. (MICHIGAN)

F.C. 680 & 681, TOWN 3 SOUTH, RANGE 7 EAST YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN		
JOB No. 2-11-17-224256	DRAWN TRP	DATE 12/15/23
DWG No. 224256-ART ESMT	CHECKED LMC	SHEET 1 OF 1

Charter Township of Ypsilanti

RESOLUTION NO. 2024-01 OWNERS DAM SAFETY PROGRAM (ODSP)

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

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

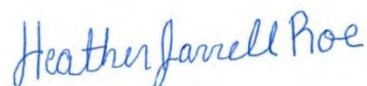
WHEREAS, the ODSP document clearly defines the responsibility for the Charter Township of Ypsilanti and its employees, and consultants, and

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

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

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

I, Heather Jarrell Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2024-01 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on January 16, 2024.



Heather Jarrell Roe, Clerk

Charter Township of Ypsilanti

Interlocal Agreement

for the

Washtenaw Area Mutual Aid Council

(WAMAC)

This Washtenaw Area Mutual Aid Council Interlocal Agreement (“Agreement”) is entered into, by and among the Charter Township of Ann Arbor, the Charter Township of Augusta, the Charter Township of Green Oak, the Charter Township of Pittsfield, the Charter Township of Superior, the Charter Township of Van Buren, the Charter Township of Ypsilanti, the Chelsea Area Fire Authority, the City of Ann Arbor, the City of Belleville, the City of South Lyon, the City of Ypsilanti, the Village of Clinton, the Dexter Area Fire Department, Clinton Township (Lenawee County), Hamburg Township, Manchester Township, Milan Area Fire Department, Northfield Township, Salem Township, Saline Area Fire Department, Scio Township, and Sumpter Township. The governmental entities who are members to this Agreement may be referred to collectively as the (“Parties”) and individually as a (“Party”)

The governmental entities who are members to this Agreement may be referred to collectively as the (“Parties”) and individually as a (“Party”).

WHEREAS, this Interlocal Agreement is for the governmental units which are Parties hereto to join together to establish the Washtenaw Area Mutual Aid Council for the purposes set forth herein pursuant to and under the authority of the Urban Cooperation Act of 1967, Act 7 of the Public Acts of 1967, as amended; the Intergovernmental Contracts Between Municipal Corporations Act, Act 35 of the Public Acts of 1951, as amended, and the Joint Public Buildings Act, Act 150 of the Public Acts of 1923, as amended.

IT IS AGREED AS FOLLOWS:

ARTICLE I - PURPOSE

The purpose of this Agreement is to establish the Washtenaw Area Mutual Aid Council (“WAMAC” or “the Council” herein) to meet the needs of all Washtenaw County and nearby fire departments and provide for the purchase and ownership of equipment, property, buildings, and apparatus, payment of obligations and the hiring of necessary staff. The activities and services to be provided shall include, but are not limited to, the joint ownership and operation of equipment, and the standardization of policies amongst the governmental units, which are parties hereto, which policies will afford and promote

effective fire and rescue services within the governmental entities which are parties to this agreement.

Additionally, WAMAC shall oversee and be responsible for a Technical Rescue Team, a Swift Water Rescue Team and any future specialized county fire rescue team (collectively, "Technical Response" team or teams) that is made up of shared public resources and which are public safety first responders. WAMAC can and may collect fees and donations to support specialized teams, conduct training and sponsor events, and will act as the fiduciary for the specialized teams, related training, and sponsoring fire events.

The mission of the Technical Response teams is to provide the citizens of Washtenaw County and of Southeastern Michigan with advanced technical rescue response. These teams expand and enhance the capabilities of fire-rescue response for confined space rescue, high angle rescue, and urban search and rescue when deployed to natural and manmade disasters.

ARTICLE II - WASHTENAW AREA MUTUAL AID COUNCIL

Section 1. Creation of the Washtenaw Area Mutual Aid Council

Upon the signing of this Agreement by the Parties and the filing of it with the Monroe, Oakland, Lenawee, Jackson, Wayne, Washtenaw and Livingston County Clerks and the Secretary of State, the Washtenaw Area Mutual Aid Council is created and is established as a separate public corporation pursuant to the statutory authority cited herein, with the powers, functions and duties provided in this Agreement and by law.

Section 2. Name

The name of the entity shall be the Washtenaw Area Mutual Aid Council ("WAMAC"). The Council may recommend a new name. Upon approval of a new name, the Parties shall enter into a written Amendment of this Agreement and file it with the Secretary of State, and with the Monroe, Oakland, Lenawee, Jackson, Wayne, Washtenaw, and Livingston County Clerks, which filing shall have the effect of changing the name of the entity.

Section 3. Composition of Council

- A. The Council shall be composed of one representative from each of the Parties who shall be referred to as members, or singularly as a member.
- B. Each Party shall appoint their respective Fire Chiefs or a designee who shall serve at the pleasure of their respective Party and may be removed by resolution of their

respective Party at any time, with or without cause. Fire Chiefs or designees may not serve on WAMAC beyond their terms of employment with their respective Party.

- C. Any vacancy on the Council arising for any reason shall be filled by appointment by the respective Party within sixty (60) days of the vacancy, to serve for the remainder of the unexpired term. An Interim Fire Chief may fill a vacancy until a permanent Fire Chief is selected. In the event that a Party does not have an Interim Fire Chief available to fill the vacancy, the Party may appoint a designee to attend meetings and cast votes on behalf of the Party until the Party's Fire Chief vacancy is filled.
- D. Members of the Council shall not be paid by the Council for attending meetings or performing duties of the Council.
- E. A new Party may join WAMAC upon approval of a Resolution by the prospective Party's governing body, affirmative approval by a majority the Washtenaw Area Mutual Aid Council Parties, and the approval of an amendment to the Agreement by each of the then existing Parties.

Section 4. Officers

- A. The Council shall elect at its first meeting of each year, from its membership, a President, Vice President, Treasurer, and Secretary, who shall hold office for terms of two (2) years, and until a successor is elected, or until resignation or removal. The terms shall be staggered so that the President and Treasurer shall be elected at the same time, and then the Vice President and Secretary will be elected the next year. Initially, the Vice President and Secretary shall serve a one (1) year term.
- B. Vacancies in any office shall be filled by the Council within sixty (60) days of the vacancy. The officer filling the vacancy shall serve for the remainder of the unexpired term.
- C. The President shall preside at all meetings of the Council and shall have all privileges and duties of a Member of the Council. The Vice President shall preside at all meetings of the Council at which the President is absent. The Treasurer shall have those powers and duties set forth in Article V, Section 3 and 4 hereof. The Secretary shall keep or cause to be made, all non-financial records, reports and minutes required by this Agreement.
- D. Any documents (other than checks which are signed by the Treasurer) requiring a signature on behalf of the Council shall be co-signed by the President and Secretary. In the event the President is unable to sign the Vice President may do so. In the event the Secretary is unavailable, the Council may appoint a temporary secretary solely for the purpose of signing a specified document.

Section 5. Meetings

- A. The Council shall meet at least once every quarter and shall at its first meeting of each year establish a regular meeting schedule which shall be posted at the offices of the Parties. Meetings shall be held in compliance with the Open Meetings Act, MCL 15.261 *et seq.*, including notice and posting requirements. Meetings shall be held in compliance with the Open Meetings Act (MCL 15.261 *et seq.*). Meetings may be held by electronic means only when permitted by law.
- B. Special meetings of the Council may be called by the President, or in the absence of the President, by the Vice President.
- C. Each Council Member shall receive five (5) days written notice of all regular meetings and two (2) days written notice of all special meetings. Written notice of meetings may be provided electronically via email. All notices of all meetings shall be posted as required by the Michigan Open Meetings Act. If WAMAC maintains an official website, it shall post the public notices on its homepage or on a page dedicated to public notices. If WAMAC does not have an office, it must also send a notice to the Clerk of each County listed in Article III Section 1, with a request for the Clerk to post the notice in their office.
- D. All meetings of the Council shall in every respect, conform with the requirements of the Open Meetings Act, Act 267 of 1976, as amended.

Section 6. Quorum

In order to conduct business, a quorum must be present which shall consist of a majority of the Council.

Section 7. Voting

Except when a larger majority is required by law, once a quorum has been established, a majority vote of the members present shall be necessary for the Council to take any official action at a regular or special meeting. A two-thirds vote of all members (except in the case of a vote to include a new Party which requires affirmative approval by a majority of the Parties) is required to amend this Agreement or its bylaws, or to terminate a Party's membership.

Section 8. Minutes and Freedom of Information Act

Complete written minutes of all Council meetings shall be kept in compliance with the applicable provisions of the Michigan Open Meetings Act, copies of which shall be sent to all members of Council and to the Clerk of each of the Parties, as soon as reasonably possible following a Council meeting. Except as otherwise provided by law,

records of the Council's performance of its official functions shall be made available to the public in compliance with the Michigan Freedom of Information Act, 1976 P.A. 442.

Section 9. Rules

Robert's Rules of Orders, when not in conflict with this Agreement or any rules the Council may adopt, shall govern all meetings.

Section 10. Registered Office

The registered office of the Council shall be the office of the Washtenaw Area Mutual Aid Council, care of City of Ann Arbor Fire Department, 111 North Fifth Ave, Ann Arbor, MI 48104. The Council may designate another location as the registered office.

Section 11. Privileges and Immunity from Liability

All of the privileges and immunities from liability, and exemptions from law, ordinances and rules, which apply to the activity of officers, representatives, members, agents and employees of the parties hereto shall apply to the same degree and extent to the performance of such functions and duties of such officers, representatives, members, agents and employees of the Council under this Agreement.

ARTICLE III – EQUIPMENT APPARATUS AND FUNDS

The Parties agree that the equipment and apparatus described in Exhibit A shall be transferred to and/or otherwise acquired from the Washtenaw Area Mutual Aid Association (“WAMAA”) and will be owned and held in the name of WAMAC. The location for the equipment and apparatus is as shown on Exhibit A. The Parties also agree that the funds and assets currently being held by WAMAA will be transferred to WAMAC.

ARTICLE IV - POWERS

Section 1. General Powers

The Council shall have the following powers, authority and obligations:

- A. Subject to the approval of two-thirds the governing bodies of each of the Parties, WAMAC may purchase, lease, construct, own, receive, exercise right of dominion over and hold in its own name real property, including land, buildings and appurtenances for the express purposes provided in Article I.
- B. Subject to the approval of the governing bodies of each of the Parties, contract with other governmental entities and public agencies, and with private persons or organizations, as appropriate, to carry out Council functions or fulfill Council obligations. Approval of the governing bodies of the parties hereto shall not be required when the contract involves less than \$50,000.00 in expenditures, or is an employment contract, or is for a purchase authorized in an approved budget, as provided herein, and unless said contract approval is required by law by the Parties' governing bodies.
- C. Hire and employ a business manager and such other personnel as may be determined necessary, who shall serve at the pleasure of the Council, subject to applicable law.
- D. Accept funds, grants, voluntary work, or other assistance, to carry out Council functions and obligations, from any source, public or private, including, but not limited to, local governmental funding of specific projects, state and federal grants and private donations. Any application for grants or other public funding shall be communicated to the parties hereto.
- E. Operate and establish policies and rules governing the use of WAMAC equipment, apparatus and real property (whether owned or leased by WAMAC), and Technical Response Teams and other specialty teams, consistent with State or local law. Policies and rules may also be established for personnel. Policies and rules may also be established for the use of a business manager.
- F. Conduct in its own name training programs for emergency personnel from the Parties, act as a fiduciary of funds for the Washtenaw County Training Committee and fulfill all of the Washtenaw County Training Committee's responsibilities required by the State Fire Marshal.
- G. Conduct and carry out any program, activity or function that advance and directly relate to the purposes expressed in Article I.
- H. Establish mutual aid agreements amongst the Parties for the deployment of equipment and specially trained personnel, and the coordination of the Parties, in response to emergency situations.
- I. Coordinate and collaborate with Parties to improve emergency services by assisting with training and education, promoting best practices and policies, and maintaining close relationships amongst personnel and Parties.

- J. Make and enter into contracts, employ contractors or employees, acquire, construct, manage, maintain, or operate buildings or improvements, hold or dispose of property, incur debts, liabilities, or obligations, cooperate with a public agency or another legal entity created by that public agency under the Urban Cooperation Act, make loans from the proceeds of gifts, grants, assistance, funds, or bequests. Nothing in this provision authorizes Council to issue bonds in the name of WAMAC.
- K. Sue and be sued in its own name.
- L. Provide funding to other organizations that aid first responders.
- M. Enter into contracts with one or more governmental entity to provide personnel, equipment, specialty team resources, and training to respond to disasters, emergencies and serious threats to public health.
- N. Hire employees, retain consultants and provide them with compensation.
- O. Make claims for federal, county or state aid.
- P. Obtain insurance.
- Q. Operate and train a Technical Response Team (TRT), an Urban Search and Rescue (USAR), Swift Water Rescue (SWRT) teams and other specialty teams if needed.

Section 2. Limitations on Authority

The authority of WAMAC shall be limited as follows:

- A. Upon the approval of a budget, the Council may only carry out such programs and expend such funds as approved in the budget for the ensuing year.
- B. The Council shall have no power or authority to levy any type of tax in its own name within the governmental units of the Parties, or to issue any type of bond in its name, or in any way indebt any of the Parties.
- C. The Council may not make policy or commitments for any Party.

Section 3. Insurance

The Council shall obtain policies of insurance, as a part of its budget, for comprehensive liability and property damage, worker's compensation, motor vehicle insurance, the construction and/or operation of any real estate, and other appropriate and necessary purposes. The Council shall have the Parties named as "additional insured", on

the comprehensive general liability insurance policy. The insurance shall, at a minimum, provide the following coverages:

- A. General Liability \$1,000,000 each occurrence / \$3,000,000 annual aggregate.
- B. Management Liability (including employment practices liability, employee benefit liability, management decisions, and cyber liability) \$1,000,000 each wrongful act / \$3,000,000 aggregate.
- C. Automobile Liability for owned, hired, and non-owned autos \$1,000,000 per occurrence.
- D. If WAMAC has direct employees, Workers' Compensation coverage meeting statutory coverage requirements.
- E. Umbrella or Excess Liability extending over the above coverage, in the amount of \$1,000,000 each occurrence.
- F. Coverage for owned vehicles, property and equipment, and crime (employee dishonesty) dependent on what WAMAC owns and/or the amount of money that is handled by WAMAC.

ARTICLE V - FINANCE

Section 1. Fiscal Year

The fiscal year of the Council shall begin on January 1, unless a different fiscal year is approved by a majority vote of the Council.

Section 2. Annual Budget and Membership Dues

- A. Each year the Council shall develop an annual budget in such detail as required by Act 2 of the Public Acts of 1968 of the State of Michigan, which shall include all sums necessary to carry on the programs authorized herein. The following year's budget shall be submitted to the Clerk or the Chairperson (in the case of an Authority), of each of the Parties hereto by September 1 of each year. The Parties may recommend modifications to the budget through their appointed Council members by **October 1**. If modifications are received by that deadline, the Council will address the requested modifications and may present a final budget with revisions, if any, to the Parties by **November 1**. No later than December 15 of each year, the governing bodies of each of the Parties shall review and approve the budget as presented. That budget will become the Council's on approval by the Parties' governing boards. Failure to timely approve the budget will be considered notice of termination as required by Article VI, Section 2. A.
- B. The Parties shall participate in the ongoing funding of the Council and its programs and activities, through a membership fee as outlined on the attached Exhibit B.

Membership fees and the membership fee structure will be adopted annually as a part of the budget.

- C. Each of the Parties shall pay the membership dues specified in Article V by December 31 of each budget year. In the event that a Party disagrees with the amount established by Council for their membership dues, the Party shall request a meeting with the President of Council by July 1 of the budget year in dispute to attempt to resolve the dispute. If the Party and the President are unable to resolve the matter, the Party may request to terminate their participation, or the Council may consider removal of the Party as provided in Article VI.

Section 3. Treasurer

The Treasurer of WAMAC shall have the responsibility of custody, and control of all funds of the Council. Surplus funds, grants, and gifts shall be held and invested by the Treasurer in compliance with the financial policy adopted by Council. The Treasurer shall make or cause to be made, a full and complete financial report to the Council and to the governing bodies of each of the parties hereto, of the Council's financial transactions at the end of each fiscal year. Such report shall include an independent audit of all receipts and disbursements by a Certified Public Accountant, according to the appropriate audit for WAMAC.

Section 4. Administration

- A. The Treasurer shall administer the financial aspects of WAMAC. All expenditures shall be approved by the Council pursuant to the budget approved by the Parties and paid by the Treasurer according to the methods and procedures established by the Council. The Council shall approve the receipt of gifts, grants, and assistance funds that are to be used for the purposes set forth herein.
- B. WAMAC is established herein as an independent corporate entity, separate and distinct from the Parties hereto. It may have its own employees, who shall not be employees of any of the Parties hereto. Any acts done by any of the Parties in assistance or in cooperation with the Council shall not have any effect upon, nor change the status of the Council, nor create any legal responsibility by any of the Parties hereto for the acts or obligations of the Council.
- C. **Compliance with Tax Requirements:** The Council shall be responsible for compliance with all applicable state and federal tax requirements and other applicable legal filing requirements.

ARTICLE VI - ON-GOING RESPONSIBILITIES & DISSOLUTION

Section 1. Participation and Duration

This Agreement commences on the Effective Date and continues on an indefinite basis until terminated as provided below. The Parties agree that they will participate in the activities and programs of WAMAC and provide payment of membership fees on an on-going basis unless or until terminated in accordance with this Agreement, in order to finance and provide for the purchase and ownership of equipment and apparatus, payment of obligations and the hiring of necessary staff, and conducting activities and services to operate, equip and maintain the Council.

Section 2. Termination of Participation

- A. A Party may only terminate their membership by giving ninety (90) days written notice to the Council and the governing bodies of the Parties, no later than May 1 of any year in which such termination shall be effective. If notice of termination is given, that Party shall remain liable for all obligations incurred by it pursuant to this Agreement, prior to the actual termination and according to the budget approved for that fiscal year.
- B. A Party may be removed from participating in the Agreement upon a vote of two-thirds of the Council and subsequent amendment to the Agreement. If a Party is removed from participation, that Party shall remain liable for all obligations incurred by it pursuant to this Agreement, prior to the actual removal and according to the budget approved for that fiscal year.
- C. In the event of a Party terminating their membership or being removed from membership, the Party shall have no interest, claim or right to any asset, real or personal, of WAMAC.

Section 3. Dissolution

- A. **Termination.** This Agreement shall continue until terminated by the first of the following to occur:
 - 1. The Parties to the Agreement total fewer than fifteen (15); or,
 - 2. A two-thirds vote in favor of termination by the Council.
- B. **Dissolution.** The Council may be dissolved by adoption of a resolution by a majority of the existing members of the Council along with the approval of a plan for the distribution of the Council's assets and surplus funds. Any surplus funds, after paying all bills and division of assets, shall be divided among the Parties according to the proportionate share of contribution made by a Party for the prior

three years. The proposal to dissolve and plan of distribution of assets, including surplus funds, must be provided to the governing body of each Party at least ten (10) days prior to the Council vote on the plan. If the Parties do not agree on the plan to distribute assets, they may choose arbitration. If the Parties do not choose arbitration and cannot agree how to distribute the assets, the Council shall dispose of the assets by public action and deduct the cost of the action prior to any distribution. If dissolution is approved, the Council must comply with all state and federal requirements for dissolution.

ARTICLE VII - MISCELLANEOUS PROVISIONS

Section 1. Amendments

Amendments to this Agreement, other than to add a new Party or as otherwise provided in this Agreement, may be made upon approval of 2/3 vote of the Members of the Council and the approval of 2/3 of the Parties, and shall be approved, processed, and filed as described in Article II, Section 1 and Article VII, Sections 3 and 4.

Section 2. Applicable Laws

This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan without regard to the doctrines of conflict of laws. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

Section 3. State Approval

As soon as reasonably practicable after the effective date of this Agreement, this Agreement shall be officially submitted to the office of the Governor for approval pursuant to the Urban Cooperation Act of 1967.

Section 4. Effective Date

This Agreement shall be in full force and effect and WAMAC shall be considered as established as an operating public corporation on the date this Agreement was signed by all Parties and filed with the Secretary of State and with the Monroe, Washtenaw, Jackson, Oakland, Lenawee, Wayne and Livingston County Clerks.

Section 5. Duration

This Agreement shall remain in effect and continue on an indefinite basis and shall only be terminated according to the terms hereof.

Section 6. Effect of Agreement

This Agreement shall be binding upon and inure to the benefit of the Parties and the residents of each of the Parties and shall supersede all prior agreements and understandings among the Parties relative to the subject matter.

Section 7. Severability

If any provision of this Agreement, or its application to any person or circumstance, is invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances is not affected but will be enforced to the extent permitted by law.

Section 8. No Waiver of Governmental Immunity

The Parties agree that no provision of the Agreement is intended, nor shall be construed, as a waiver by any Party of any governmental immunity as provided by the Urban Cooperation Act or otherwise under law.

Section 9. Entire Agreement

This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter hereof, except as expressly stated herein.

Section 10. Captions

The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.

Section 11. Jurisdiction and Venue

In the event of any disputes between the Parties over the meaning, interpretation or implementation of the terms, covenants or conditions of this Agreement, the matter under dispute, unless resolved between the parties, shall be submitted to the courts of the State of Michigan, with original jurisdiction and venue vested in the Washtenaw County Circuit Court.

Section 12. Recitals

The Recitals shall be considered an integral part of this Agreement.

Section 13. Counterpart Signatures

This Agreement may be signed by counterpart. The counterparts taken together shall constitute one (1) Agreement.

The **Charter Township of Ann Arbor**, a Michigan municipal corporation located at 1714 Murfin Ave, Ann Arbor, MI 48105, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

Charter Township of Ann Arbor

By: _____
Diane O'Connell, Supervisor

By: _____
Rena Basch, Clerk

The **Charter Township of Augusta**, a Michigan municipal corporation located at 7530 Talladay Rd, Milan, MI 48160, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

Charter Township of Augusta

By: _____
Brian Shelby, Supervisor

By: _____
Kim Gonczy, Clerk

The **Charter Township of Green Oak**, a Michigan municipal corporation located at 10001 Silver Lake Rd, Brighton, MI 48116, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

Charter Township of Green Oak

By: _____
Mark St. Charles, Supervisor

By: _____
Michael H. Sedlak, Clerk

The **Charter Township of Pittsfield**, a Michigan municipal corporation located at 6201 W. Michigan Ave., Ann Arbor, MI 48108-9721, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

Charter Township of Pittsfield

By: _____
Mandy Grewal, Supervisor

By: _____
Michelle L. Anzaldi, Clerk

The **Charter Township of Superior**, a Michigan municipal corporation located at 3040 N. Prospect Road, Ypsilanti, Michigan 48198, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

Charter Township of Superior

By: _____
Ken Schwartz, Supervisor

By: _____
Lynette Findley, Clerk

The **Charter Township of Van Buren**, a Michigan municipal corporation located at 46425 Tyler Rd, Van Buren Twp, MI 48111, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

Charter Township of Van Buren

By: _____
Kevin McNamara, Supervisor

By: _____
Leon Wright, Clerk

The **Charter Township of Ypsilanti**, a Michigan municipal corporation located at 1143 Coleman St, Ypsilanti, MI 48198, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

Charter Township of Ypsilanti

By: _____
Brenda Stumbo, Supervisor

By: _____
Heather Jarrell Roe, Clerk

The **Chelsea Area Fire Authority**, a Michigan governmental entity located at 200 W. Middle St, Chelsea, MI 48118, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

Chelsea Area Fire Authority

By: _____

Tom Osborne, Chairperson

The **City of Ann Arbor**, a Michigan municipal corporation located at 100 N. 5th Ave, Ann Arbor, MI 48104, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

City of Ann Arbor

By: _____
Christopher Taylor, Mayor

By: _____
Jacqueline Beaudry, Clerk

The **City of Belleville**, a Michigan municipal corporation located at 6 Main St Belleville, MI 48111, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

City of Belleville

By: _____
Kerreen Conley, Mayor

By: _____
Michelle Bellingham, Clerk

The **City of South Lyon**, a Michigan municipal corporation located at 335 S. Warren St, South Lyon, MI 48178, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

City of South Lyon

By: _____
Stephen Kennedy, Mayor

By: _____
Lisa Deaton, Clerk

The **City of Ypsilanti**, a Michigan municipal corporation located at 1 South Huron St., Ypsilanti, MI 48197, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

City of Ypsilanti

By: _____
Lois Richardson, Mayor

By: _____
Andrew Hellenga, Clerk

The **Village of Clinton**, a Michigan municipal corporation located at 119 E. Michigan Ave, Clinton, MI 49236, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

Village of Clinton

By: _____
Basil Greenleaf, Supervisor

By: _____
Diane Zuker, Clerk

The **Dexter Area Fire Department**, a Michigan governmental entity located at 8140 Main St, Dexter, MI 48130, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

Dexter Area Fire Department

By: _____
Shawn Keough, Chairperson

Hamburg Township, a Michigan municipal corporation located at 10405 Merrill Rd, Whitmore Lake, MI 48189, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

Hamburg Township

By: _____
Patrick J. Hohl, Supervisor

By: _____
Mike Dolan, Clerk
Mary Kuzner, Clerk

Manchester Township, a Michigan municipal corporation located at 275 S. Macomb, Manchester, MI 48158, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

Manchester Township

By: _____
Ronald Milkey, Supervisor

By: _____
Danell Proctor, Clerk

The **Milan Area Fire Department**, a Michigan governmental entity located at 45 Wabash St, Milan, MI 48160, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

Milan Area Fire Department

By: _____

Michael Armitage, Board Chairperson

Northfield Township, a Michigan municipal corporation located at 8350 Main St, Whitmore Lake, MI 48189, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

Northfield Township

By: _____
Kenneth Dignan III, Supervisor

By: _____
Kathleen Manley, Clerk

By: _____
Mark D. Lloyd, Manager

Salem Township, a Michigan municipal corporation located at 9600 6 Mile Rd, Northville, MI 48168, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

Salem Township

By: _____
Gary Wittaker, Supervisor

By: _____
Del Wensley, Clerk

The **Saline Area Fire Department**, a Michigan governmental entity located at 205 E. Michigan Ave, Saline, MI 48176, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

Saline Area Fire Department

By: _____
_____, Chairperson

By: _____
Jason Sperle, Fire Chief

Scio Township, a Michigan municipal corporation located at 827 N. Zeeb, Ann Arbor, MI 48103, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

Scio Township

By: _____
Will Hathaway, Supervisor

By: _____
Jessica Flintoft, Clerk

By: _____
Joyce Parker, Manager

Sumpter Township, a Michigan municipal corporation located at 23480 Sumpter Rd, Belleville, MI 8111, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

Sumpter Township

By: _____
Bryan Huffman, Supervisor

By: _____
Anthony Burdick, Clerk

The **Township of Clinton**, a Michigan municipal corporation located at 172 W. Michigan Ave, Clinton, MI 49236, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

Township of Clinton

By: _____
Basil Greenleaf, Supervisor

By: _____
Joann Steffens, Clerk

Exhibit A

Contents List



TOTAL ESTIMATED VALUE OF ALL ITEMS:

INVENTORY DATE: 1/26/2023

	NAME:	Mike Chevrette, Team Director
	ADDRESS:	6227 W. Michigan Ave, Ann Arbor, MI 48108
	PHONE:	(734)368-4922

Insurance company:	Enter Insurance company name here
Insurance company phone:	Enter Insurance company phone number here
Insurance company policy number:	Enter Insurance policy number here
Insurance agent:	Enter Insurance agent name here
Insurance agent phone:	Enter Insurance agent phone number here
Insurance agent address:	Enter Insurance agent address here

Item #	Location	Item/description	Make/model	Serial number/ ID number	Date purchased	Where purchased	Purchase price	Estimated current value	Notes	Photo?
1	Cab	QRAE 3 Air Monitor	QRAE 3	M02A008196	Unknown			\$800.00		
2	Cab	Nardalert S3		0-0347				\$2,500.00		
3	Cab	(2) Scott Airpaks	Scott	TC-3CCM-310				\$10,000.00		
4	Driver Side Front Comp.	(2) Hydrofusion	Paratech	2193635-002, 2083660-036				\$2,500.00		
5	Driver Side Front Comp.	(2) Hydrofusion Strut	Paratech	PN22-79HA16				\$3,000.00		
6	Driver Side Front Comp.	Multi-Force Bag	Paratech					\$10,000.00		
7	Driver Side Front Comp.	(8) VSK Kits	Paratech					\$5,000.00		
8	Driver Side Middle Comp.	(4)Gold Struts	Paratech	304				\$5,000.00		
9	Driver Side Middle Comp.	(4)Gold Struts	Paratech	203				\$4,500.00		
10	Driver Side Middle Comp.	(2)Gold Struts	Paratech	812				\$3,000.00		
11	Driver Side Middle Comp.	(5)Gold Struts	Paratech	406				\$6,000.00		
12	Driver Side Middle Comp.	(3)Grey Struts	Paratech	19-24				\$2,000.00		
13	Driver Side Middle Comp.	(2)Gold Strut Extensions	Paratech	235				\$800.00		
14	Driver Side Middle Comp.	(4)Gold Strut Extensions	Paratech	135				\$800.00		
15	Driver Side Middle Comp.	(5) Medium Pressure Airbags	Paratech					\$5,000.00		
16	Driver Side Middle Comp.	(4) SCBA Spare Bottles	Scott	4500				\$4,000.00		
17	Driver Side Rear	Rope Harnesses	Yates					\$2,500.00	(1) Med, (2)Large, (1)XL, (1) Small	
18	Driver Side Rear	Rope Main & Belay	Sterling					\$2,000.00	300' of Main and Belay	
19	Driver Side Rear	Main Line Bag						\$5,000.00	See Pictures	

Item #	Location	Item/description	Make/model	Serial number/ ID number	Date purchased	Where purchased	Purchase price	Estimated current value	Notes	Photo?	
20	Driver Side Rear	Belay Line Bag						\$5,000.00	See Pictures		
21	Driver Side Rear	(2) Climbing Bags						\$3,000.00	See Pictures		
22	Rear of Truck	Hand Tools						\$2,000.00	See Pictures		
23	Passenger Side Rear	Saw	36V Dewalt	983076				\$500.00			
24	Passenger Side Rear	Impact Gun	36V Milwaukee	H96AF2112 03043				\$500.00			
25	Passenger Side Rear	(2)Saw	36V Milwaukee	636A610480963, A17E609251834				\$600.00			
26	Passenger Side Rear	Air Chisel	Ajax					\$3,000.00			
27	Passenger Side Rear	Spreader Unit	Hurst	27155500				\$16,000.00			
28	Passenger Side Rear	Cutter Unit	Hurst	272799000				\$16,000.00			
29	Passenger Side Rear	Ram Unit	Hurst					\$12,000.00			
30	Passenger Side Rear	(2) SCBA Spare Bottles	Scott					\$2,000.00			
31	Passenger Side Middle Comp.	(4)Med. Pressure Bag Controllers	Paratech					\$4,000.00			
32	Passenger Side Middle Comp.	(2)Strut Regulators and Controllers	Paratech					\$3,000.00			
33	Passenger Side Middle Comp.	(3)Strut Controller Wye's	Paratech					\$500.00			
34	Passenger Side Middle Comp.	High Pressure Bag Controllers	Paratech					\$2,000.00			
35	Passenger Side Middle Comp.	High Pressure Air Bags	Paratech	09084300, 09075741, 09074064, 09074343, 09073020, 09074500				\$9,000.00			
36	Passenger Side Middle Comp.	(2) SCBA Spare Bottles	Paratech					\$2,000.00			
37	Passenger Side Middle Comp.	TriPod	Paratech					\$1,500.00			
38	Passenger Side Middle Comp.	Swivil Hoist Rings						\$5,000.00			
39	Passenger Side Middle Comp.	Anchor Bolts	Hilti					\$5,000.00			
40	Passenger Side Middle Comp.	(2) Grip Hoist 30' Cable						\$20,000.00			
41	Passenger Side Middle Comp.	Grip Hoist 70' Cable						\$10,000.00			
42	Passenger Side Middle Comp.	Shackles, Master Links, Chain Grabs, Chains						\$5,000.00			
43	Passenger Side Front	(4)CSR SABA Kits						\$20,000.00			
TOTALS	INVENTORY ITEMS: 43						\$0.00	\$222,000.00			

Contents List



TOTAL ESTIMATED VALUE OF ALL ITEMS:

INVENTORY DATE: **1/26/2023**

	NAME:	Mike Chevrette, Team Director
	ADDRESS:	6227 W. Michigan Ave, Ann Arbor, MI 48108
	PHONE:	(734)368-4922

Insurance company:	Enter Insurance company name here
Insurance company phone:	Enter Insurance company phone number here
Insurance company policy number:	Enter Insurance policy number here
Insurance agent:	Enter Insurance agent name here
Insurance agent phone:	Enter Insurance agent phone number here
Insurance agent address:	Enter Insurance agent address here

Item #	Location	Item/description	Make/model	Serial number/ ID number	Date purchased	Where purchased	Purchase price	Estimated current value	Notes	Photo?	
4		Hand Tools						\$2,000.00			
5		(2)Nail Guns						\$500.00			
6		Stanley Concrete system	Stanley 35644A	05053111				\$20,000.00			
7		Raker Kit	Paratech					\$25,000.00			
8		(4)Stihl Circular Saw	Stihl					\$1,000.00			
9		Swivel Strut bases	Paratech					\$10,000.00			
10		Strut Regulator, Control, Load Cells	Paratech					\$6,000.00			
#REF!		Chop Saw	Hitachi	C15FB				\$1,000.00			
#REF!		(5)Gold Strut	Paratech	B57				\$25,000.00			
#REF!		(2)Gold Strut	Paratech	812				\$6,000.00			
11		(2)Gold Extension	Paratech	635				\$1,600.00			
12		(12)Grey Struts	Paratech	55-88				\$18,000.00			
13		(8) Trench Panels						\$1,600.00			
14		Aluminum Picks	Task Master					\$2,000.00			
15		(6)Grey Strut Extension	Paratech	36"				\$2,100.00			
TOTALS	INVENTORY ITEMS: 0						\$0.00	\$121,800.00			

Contents List



TOTAL ESTIMATED VALUE OF ALL ITEMS: **INVENTORY DATE:** 1/26/2023

	NAME:	Mike Chevrette, Team Director
	ADDRESS:	6227 W. Michigan Ave, Ann Arbor, MI 48108
	PHONE:	(734)368-4922

Insurance company:	Enter Insurance company name here
Insurance company phone:	Enter Insurance company phone number here
Insurance company policy number:	Enter Insurance policy number here
Insurance agent:	Enter Insurance agent name here
Insurance agent phone:	Enter Insurance agent phone number here
Insurance agent address:	Enter Insurance agent address here

Item #	Location	Item/description	Make/model	Serial number/ ID number	Date purchased	Where purchased	Purchase price	Estimated current value	Notes	Photo?
4		Hand Tools						\$2,000.00		
5		U Channels	Paratech					\$500.00		
6		Strut Bases	Paratech					\$1,000.00		
7		(14)Nailing Blocks	Paratech					\$7,000.00		
8		(4)Raker Junction	Paratech					\$2,000.00		
9		(8)Raker Rail Latch	Paratech					\$2,400.00		
10		(12)Raker Clamps	Paratech					\$6,000.00		
#REF!		(2)B23 Raker Kit	Paratech					\$20,000.00		
#REF!		(12)Waler system	Paratech					\$20,000.00		
#REF!		(5)Gold Strut	Paratech	B57				\$10,000.00		
11		(9)Grey Struts	Paratech	55-87				\$10,000.00		
12		(9)Gold Strut Extension	Paratech	48 Inch				\$1,600.00		
13		(29) Grey Struts	Paratech	24				\$8,700.00		
14		(17)Grey Struts	Paratech	24"-35"				\$17,000.00		
15		(15)Grey Struts	Paratech	36"-58"				\$18,000.00		
16		(22)Grey Strut Extensions	Paratech	36"				\$7,700.00		
17		(4) Duel Strut Controller Kits	Paratech					\$6,000.00		
18		(3)SCBA Bottles	Scott	OP246908, OP247001, OP246970				\$3,000.00		
19		(24)Grey Strut Extensions	Paratech	12"				\$6,000.00		

Item #	Location	Item/description	Make/model	Serial number/ ID number	Date purchased	Where purchased	Purchase price	Estimated current value	Notes	Photo?
20		Search Camera		SCR21-235				\$2,000.00		
21		(6)Search Camera Batteries						\$1,000.00		
22		Delsar Life Detector	Delsar	LD3-B-0125				\$10,000.00		
23		Generator	Honda EM 5000	EANC1000188				\$1,500.00		
24		Ingersoll-Rand Air Compressor	R188					\$15,000.00		
25		Vac Tubing and Clamps						\$5,000.00		
26		Air knife						\$1,000.00		
27		Grain Bin Tubes						\$500.00		
28		Petrogen Torch						\$1,500.00		
29		Medium Pressure Air Bag	Paratech					\$1,000.00		
30		(8)Trench Panals						\$1,600.00		
31		Search Camera Boring System						\$2,000.00		
32		Stanley Concrete system	Stanley 35644A	05053111				\$20,000.00		
TOTALS	INVENTORY ITEMS: 0						\$0.00	\$211,000.00		

Contents List



TOTAL ESTIMATED VALUE OF ALL ITEMS:

INVENTORY DATE: **8/9/2023**

	NAME:	Mike Chevrette, Team Director
	ADDRESS:	6227 W. Michigan Ave, Ann Arbor, MI 48108
	PHONE:	(734)368-4922

Insurance company:	Enter Insurance company name here
Insurance company phone:	Enter Insurance company phone number here
Insurance company policy number:	Enter Insurance policy number here
Insurance agent:	Enter Insurance agent name here
Insurance agent phone:	Enter Insurance agent phone number here
Insurance agent address:	Enter Insurance agent address here

Item #	Location	Item/description	Make/model	Serial number/ ID number	Date purchased	Where purchased	Purchase price	Estimated current value	Notes	Photo?
4	Driver Side Front Comp.	QRAE 3 Air Monitor	QRAE 3	M02A008196				\$800.00		
5	Driver Side Front Comp.	(4)Scott SCBA Masks	Scott					\$800.00		
6	Driver Side Front Comp.	Portable Radios	Motorola/APX 600 XE	756CSZ3788,756CSZ55 83,756CSZ5582				\$24,000.00		
7		Plastic Stokes Basket						\$1,200.00		
8	Driver Side Middle Comp.	(3) Petzel Helmets	Petzel					\$600.00		
9	Driver Side Middle Comp.	Rope Hardware						\$2,000.00		
10	Driver Side Middle Comp.	Webbing						\$500.00		
11	Driver Side Middle Comp.	(2)Climbing Bags						\$6,000.00		
12	Driver Side Middle Comp.	(2) Aztek Kits						\$2,400.00		
13	Driver Side Middle Comp.	Rope Harnesses	Yates					\$2,500.00	(2)XL,(1)S,(2)M,(1)K9	
14	Driver Side Middle Comp.	Belay Bag						\$5,000.00		
15	Driver Side Middle Comp.	Main Line Bag						\$5,000.00		
16	Driver Side Middle Comp.	Rope	Sterling					\$6,000.00		
17	Driver Side Rear	(4)SCBA Bottles	Scott	OP450833,OP246894,I L798413,OP450349				\$4,000.00		
18	Driver Side Rear	(2)SCBA Air Packs	Scott	115S1631015789, 115S1631010524				\$10,000.00		
19	Driver Side Rear	Confine Space Duct Work and Blower		1003				\$2,000.00		
20	Driver Side Rear	LSP Half Back						\$1,400.00		
21		(4)SCBA Bottles	Scott	OP451042, OP246935, OP247014, OP247717				\$4,000.00		
21	Driver Side Rear	(2)CSR Aircart		SS-83XKF4				\$10,000.00		

Item #	Location	Item/description	Make/model	Serial number/ ID number	Date purchased	Where purchased	Purchase price	Estimated current value	Notes	Photo?
32	Passenger Side Middle Comp.	(5)SABA Kits						\$25,000.00		
#REF!	Passenger Side Middle Comp.	Communication Set						\$15,000.00		
#REF!	Passenger Side Middle Comp.									
35		Impact Kit	Milwaukee	H96AF211203042				\$500.00		
35		Impact Sockets						\$250.00		
#REF!		Cutoff Grinder	Milwaukee	B96EF210608603				\$200.00		
#REF!		Sawzall	Milwaukee	J66AD210501164				\$300.00		
#REF!		(5) High Pressure Bags	Paratech	2102170, 2102177, 21021359, 2102136, 2102140				\$8,500.00		
#REF!		Lift Bag Multi-Force	Paratech					\$8,600.00		
#REF!		Ram Unit	Hurst	2103075				\$12,000.00		
#REF!		Combi Unit	Hurst	356917-13				\$14,000.00		
#REF!		(2)Hydrofussion	Paratech	2083059-020, 2084788-025				\$2,500.00		
#REF!		Ajax Kit		711-2X				\$2,000.00		
35	Passenger Side Front	Oxygen/Acetylene Torches						\$800.00		
#REF!		Spec Pack						\$2,500.00		
#REF!		Search Camera		SC2731-1240				\$2,000.00		
#REF!		Paratech Monopod Kit	Paratech	796530				\$5,000.00		
#REF!		Search Camera		SL-BAT RS				\$2,000.00		
#REF!		Paratech Strut Control Kit	Paratech					\$3,000.00		
#REF!		(2)VSK Kits	Paratech					\$1,250.00		
#REF!		Gold Strut Extension	Paratech	135				\$800.00		
#REF!		(2)Gold Strut Extension	Paratech	235				\$800.00		
#REF!		(2)Gold Struts	Paratech	48-73				\$2,000.00		
46		(2)Gold Struts	Paratech	304				\$2,500.00		
47		(2)Gold Struts	Paratech	203				\$2,250.00		
48		(2)Gold Struts	Paratech	36-50				\$2,000.00		
49		(4)Gold Struts	Paratech	610				\$6,000.00		
50		(2)Gold Struts	Paratech	406				\$2,400.00		

Item #	Location	Item/description	Make/model	Serial number/ ID number	Date purchased	Where purchased	Purchase price	Estimated current value	Notes	Photo?	
51		(2)Gold Strut Extension	Paratech	435				\$1,600.00			
52		(3)Gold Strut Extension	Paratech	24 Inch				\$2,400.00			
53		Gold Strut Extension	Paratech	48 Inch				\$800.00			
TOTALS	INVENTORY ITEMS: 21						\$0.00	\$217,150.00			

Contents List



TOTAL ESTIMATED VALUE OF ALL ITEMS: **INVENTORY DATE:** 1/26/2023

	NAME:	Mike Chevrette, Team Director
	ADDRESS:	6227 W. Michigan Ave, Ann Arbor, MI 48108
	PHONE:	(734)368-4922

Insurance company:	Enter Insurance company name here
Insurance company phone:	Enter Insurance company phone number here
Insurance company policy number:	Enter Insurance policy number here
Insurance agent:	Enter Insurance agent name here
Insurance agent phone:	Enter Insurance agent phone number here
Insurance agent address:	Enter Insurance agent address here

Item #	Location	Item/description	Make/model	Serial number/ ID number	Date purchased	Where purchased	Purchase price	Estimated current value	Notes	Photo?	
4		(1)APX6000XE	Motorola					\$800.00			
5		(6)4500 PSI Air Bottles	Luker					\$6,000.00			
6		(2)300' X 1/2" Float Rope	Sterling					\$1,000.00			
7		(1)200' X 1/2" Float Rope	Sterling					\$1,000.00			
8		(3)Belay Bags	Sterling					\$15,000.00			
9		(1)Rigging Bag	Sterling					\$5,000.00			
#REF!		Line Gun	Launcher 500/ResQmax					\$2,000.00			
11		Scene Light	Stream Light Portable					\$1,000.00			
12		(6)2-Way Radio	Motorola/T605 H2O					\$3,000.00			
TOTALS	INVENTORY ITEMS: 0						\$0.00	\$34,800.00			

Contents List



TOTAL ESTIMATED VALUE OF ALL ITEMS:

INVENTORY DATE: 1/26/2023

	NAME:	Mike Chevrette, Team Director
	ADDRESS:	6227 W. Michigan Ave, Ann Arbor, MI 48108
	PHONE:	(734)368-4922

Insurance company:	Enter Insurance company name here
Insurance company phone:	Enter Insurance company phone number here
Insurance company policy number:	Enter Insurance policy number here
Insurance agent:	Enter Insurance agent name here
Insurance agent phone:	Enter Insurance agent phone number here
Insurance agent address:	Enter Insurance agent address here

Item #	Location	Item/description	Make/model	Serial number/ ID number	Date purchased	Where purchased	Purchase price	Estimated current value	Notes	Photo?
4		(1)APX6000XE	Motorola	0816				\$800.00		
5		(6)4500 PSI Air Bottles	Luker	OK206891, IL797162, OK206889, OK603835				\$6,000.00		
6		(2)300' X 1/2" Float Rope	Sterling	#4, #8				\$1,000.00		
7		(1)200' X 1/2" Float Rope	Sterling	#7				\$1,000.00		
8		(3)Belay Bags	Sterling					\$15,000.00		
9		(1)Rigging Bag	Sterling					\$5,000.00		
10		Inflatable boat	Wing/P42	ERX1522RD616				\$10,000.00		
#REF!		Outboard Motor/30HP	Evinrude Rescue PRO/E-Tec	05465531				\$7,000.00		
#REF!		Boat Trailer	Karavan/KB1250-56	5KTBS1911GF516874				\$7,000.00		
#REF!		Line Gun	Launcher 500/ResQmax	13176				\$2,000.00		
11		Scene Light	Stream Light Portable	22078				\$1,000.00		
12		(6)2-Way Radio	Motorola/T605 H2O					\$3,000.00		
TOTALS	INVENTORY ITEMS: 0						\$0.00	\$58,800.00		

Exhibit B
2024 Membership Fee and Membership Fee Structure

1. All WAMAC members are assessed a \$4,000 annual fee. This covers WAMAC membership and specialty teams.
 - a. Participation based on over or under a 30,000 population.
 - i. Over 30,000 population requires three (3) team members with a \$500 penalty per person less than three (3).
 - ii. Under 30,000 populations requires one (1) on team with a \$500 penalty per person less than one (1).
 - b. Housing apparatus credit
 - i. \$500 credit for housing and maintaining an apparatus asset, maximum three (3) credits.
 - c. Excess personnel credit
 - i. \$500 credit for having excess personnel on team (above participation as above), max 3
2. Non-Washtenaw County members may be WAMAC members for \$1,500 and WAMAC / specialty team members for \$4,000 with the same participation requirements.
3. To vote in WAMAC or serve on executive board must be “full” member: WAMAC and specialty teams. This applies to non-Washtenaw County departments only.
4. Any non-specialty team WAMAC member that requests a team deployment will pay a \$10,000 fee plus costs for the request unless the request is a MABAS request.

Credits for apparatus or penalties are assessed to future fiscal year based on previous fiscal year.

Examples:

1. A fire department housed one specialty team asset for FY23. Their dues for FY24 would be \$3,500.
2. A fire department over 30,000 only had only one specialty team member for FY23. Their dues for FY24 would be \$5,000.

In order to receive apparatus credit, the vehicle must have been stored for at least 10-consecutive months indoors. “Apparatus” is a vehicle that is self-propelled.

**CHARTER TOWNSHIP OF YPSILANTI
2024 BUDGET AMENDMENT # 1**

January 16, 2024

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

597 - COMPOST FUND

Total Increase \$33,940.00

Request to amend the 2024 budget for temporary/seasonal gate employees and PTO payout accrual for Compost Fund. The amounts requested for the budget were included in narrative but not in line item budget. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	597-000-699.999	\$33,940.00
		Net Revenues	<u><u>\$33,940.00</u></u>
Expenditures:	Salary Temp/Seasonal	597-590-707.000	\$27,800.00
	Salary PTO payout	597-590-708.004	\$6,140.00
		Net Expenditures	<u><u>\$33,940.00</u></u>

Motion to Amend the 2024 Budget (#1)

Move to increase the Compost Fund budget by \$33,940 to \$892,557 and approve the department line item changes as outlined.

Supervisor
BRENDA L. STUMBO
Clerk
HEATHER JARRELL ROE
Treasurer
STAN ELDRIDGE
Trustees
RYAN HUNTER
JOHN P. NEWMAN II
GLORIA PETERSON
DEBBIE SWANSON



YPSILANTI TOWNSHIP

— WHERE YOUR FUTURE GROWS —

**Accounting
Department**

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 544-4000 Ext 5
Fax: (734) 484-5154

STATEMENTS AND CHECKS

FEBRUARY 6, 2024 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	\$	272,297.93
HAND CHECKS -	\$	2,076,964.93
CREDIT CARDS PURCHASES -	\$	0.00
GRAND TOTAL -	\$	2,349,262.86

Check Date Check Vendor Name Description **HAND CHECKS** Amount

Bank AP AP

01/16/2024	195723	COMCAST	ACCT. #8529 10 234 0586337	81.84
01/16/2024	195724	COMCAST	ACCT. #8529 10 234 0186229	188.95
01/16/2024	195725	VERIZON WIRELESS	ACCT. #542198411-00001	225.10
01/16/2024	195726	VERIZON WIRELESS	ACCT. #742203150-00001	2,511.72
01/16/2024	195727	WASTE MANAGEMENT	ACCT. #16-27603-32004	379.20
01/16/2024	195728	WASTE MANAGEMENT	ACCT. #6-96630-02003	224,692.08
01/19/2024	195729	UNITED STATES POSTAL SERVICE	REPLENISH THE POSTAGE MACHINE POC #08042	10,000.00
01/26/2024	195730	COMCAST	ACCT. #8529 10 234 0884997	139.95
01/26/2024	195731	CSI EMERGENCY APPARATUS, LLC	PURCHASE OF 2 NEW PUMPER TRUCKS	1,583,548.00
01/26/2024	195732	GUARDIAN ALARM	CUSTOMER #100169	1,910.55
01/26/2024	195733	WASTE MANAGEMENT	ACCT. #20-37335-53005	75.62
01/26/2024	195734	WASTE MANAGEMENT	ACCT. #14-44697-63004	175.79
01/26/2024	195735	YPSILANTI COMMUNITY	ACCT. #2-060-771600-01	36.31
01/26/2024	195736	WEX BANK	WEX CREDIT CARD CHARGES ENDING DEC 2023	1,202.38
			GAS & OIL - REMAINING NOV. 2023 BALANCE	124.99
				<u>1,327.37</u>
01/29/2024	195737	BLUE CROSS BLUE SHIELD OF MI	HEALTH INSURANCE - FEBRUARY 2024	186,390.99
01/29/2024	195738	BLUE CROSS BLUE SHIELD OF MI	HEALTH INSURANCE - FEBRUARY 2024	29,863.79
01/29/2024	195739	CLEAR RATE COMMUNICATIONS, INC	ACCT. #4850408	272.15
01/29/2024	195740	DELTA DENTAL PLAN OF MICHIGAN	DENTAL INSURANCE - FEBRUARY 2024	13,305.39
01/29/2024	195741	DTE ENERGY	GAS & ELECTRIC INVOICES	11,336.47
01/29/2024	195742	GUARDIAN ALARM	CUSTOMER #13113	2,617.65
01/29/2024	195743	STANDARD INSURANCE COMPANY	VSP - FEBRUARY 2024	3,008.44
01/30/2024	195744	BOUND TREE MEDICAL, LLC.	SUCTION CANISTER REPLACEMENT	362.27
01/30/2024	195745	STANDARD INSURANCE COMPANY	DISABILITY INSURANCE - FEBRUARY 2024	1,767.33
			LIFE INSURANCE - FEBRUARY 2024	2,747.97
				<u>4,515.30</u>

AP TOTALS:

Total of 23 Checks:	2,076,964.93
Less 0 Void Checks:	0.00
Total of 23 Disbursements:	<u>2,076,964.93</u>

A/P CHECKS

Check Date	Check	Vendor Name	Description	Amount
Bank AP AP				
02/06/2024	195746	A DESIGN LINE	2024 UNIFORM SHIRTS FOR TPOAM EMPLOYEES	1,842.96
02/06/2024	195747	AMAZON CAPITAL SERVICES	MARINE GEAR OIL AND MANUAL PUMP 32S350R TCL 32-INCH LED SMART TV SYMBOL LS2208 GENERAL PURPOSE WHITE NOISE MACHINE - SUPERVISOR MEDAL CLIP HOLDERS TOOL ORGANIZER RACK/RUBBER FLOOR MAT & T BATTERIES CHARGERS FOR SAMSUNGS FOR ALL TRUCKS 50 & BEYOND SUPPLIES - RECREATION EQUIPMENT - ORDINANCE OFFICE SUPPLIES - ASSESSING HP 500 GB INTERNAL HARD DRIVE B5L29A OFFICE SUPPLIES - COMMUNITY NETWORK CENT DRY ERASE PENS - COMMUNITY CENTER STANDING DESK ADAPTER - GENERAL OFFICE SUPPLIES CISCO ATA 191 MULTIPLATFORM ANALOG TELEP TABLET CASES/WALL CHARGERS/FELT BOARD LT	50.46 174.68 773.10 49.99 68.99 216.51 22.86 85.95 225.22 987.12 91.80 316.00 206.65 13.94 57.88 418.21 251.37 175.89
				<u>4,186.62</u>
02/06/2024	195748	AMERICAS - YPSILANTI	PROPANE FOR GATE HOUSE	129.82
02/06/2024	195749	ANN ARBOR CLEANING SUPPLY	CLEANING SUPPLIES - COMMUNITY CENTER CUSTODIAL SUPPLIES - LEC	282.81 <u>266.37</u>
				549.18
02/06/2024	195750	APPLIED INNOVATION	CONTRACT INVOICE	145.82
02/06/2024	195751	ASCENTIS CORPORATION	NOVATIME RENEWAL	257.65
02/06/2024	195752	ASHLEY TUBBS	REFUND - ROOM RENTAL	100.00
02/06/2024	195753	AUTO VALUE YPSILANTI	REPLACE PLOW MARKERS WIPER BLADES FOR 74 AND GUIDES FOR 93 SUPPLIES FOR STATION 1 OIL, FILTERS, BATTERY, AND WRENCHES # 68 OIL CHANGE- BRANDON COMPLETED WIPER BLADES FOR 70 &93 700 HEADLIGHT #712-714 TRAILER HITCHES	78.36 62.37 178.81 387.50 41.41 21.56 3.90 142.70
				<u>916.61</u>
02/06/2024	195754	B-BALL SKILLS LLC	BBALL SKILLS MEMBERSHIPS/PRIVATE LESSONS	487.00
02/06/2024	195755	BARR ENGINEERING COMPANY	PROFESSIONAL SERVICES FROM 12/4 2023 TO	5,599.29
02/06/2024	195756	BLUE ALLY TECHNOLOGY SOLUTIOS LLC	FORTIGATE-201F HA FIREWALL	8,490.00
02/06/2024	195757	CARLISLE WORTMAN ASSOCIATES, INC.	HOLIDAY INN EXPRESS - JOE HALL DRIVE	1,052.50
02/06/2024	195758	CARLISLE WORTMAN ASSOCIATES, INC.	DEAL POINTE MERRIL	1,152.50
02/06/2024	195759	CARLISLE WORTMAN ASSOCIATES, INC.	HEWITT GAS STATION	1,120.00
02/06/2024	195760	CARLISLE/WORTMAN ASSOCIATES	PLANNING CONSULTING - MEIJER MEETINGS	280.00
02/06/2024	195761	CENTER FOR INTERNET SECURITY INC	CIS SERVICES MDR ADVANCED	3,000.00
02/06/2024	195762	CINTAS CORPORATION	FIRST AID CABINET SERVICE - 1/9/24 FIRST AID CABINET SERVICE - 1/9/24 FIRST AID CABINET SERVICE - 1/9/24 FIRST AID CABINET SERVICE - 1/9/24 FIRST AID CABINET SERVICE - 1/9/24	10.60 62.25 74.75 56.81 71.85

Check Date	Check	Vendor Name	Description	Amount
				276.26
02/06/2024	195763	COMCAST BUSINESS	ACCT. #939737137	3,643.95
02/06/2024	195764	COMERICA BANK	REMAINING BALANCE FOR CARPET TILES FOR E	613.00
02/06/2024	195765	CONTI	TROUBLESHOOTING 2 CAMERAS	210.00
02/06/2024	195766	CRIBLEY DRILLING CO., INC.	POTABLE WELL FOR APPLERIDGE PARK	14,218.00
			POTABLE WELL FOR APPLERIDGE PARK	2,938.23
			POTABLE WELL FOR APPLERIDGE PARK	500.00
				<u>17,656.23</u>
02/06/2024	195767	CRYSTAL FLASH, INC.	FUEL FOR HQ - DIESEL	2,094.90
02/06/2024	195768	DELUX RENTAL	RENTAL 2 KEROSENE HEATERS	212.00
02/06/2024	195769	EAGLE ADMINISTRATIVE SERVICES	COMPRESSOR RENTAL	724.33
02/06/2024	195770	EMERGENT HEALTH PARTNERS	FIRE DISPATCHING SERVICES	8,430.55
02/06/2024	195771	FIBER LINK	MISSDIG RESPONSE AND LOCATE SERVICES	316.75
02/06/2024	195772	FONDRIEST ENVIRONMENTAL, INC	ANNUAL SERVICE FOR WQ PROGRAM DATA HOSTI	1,550.00
02/06/2024	195773	GENE BUTMAN FORD	REPLACE TAIL PIPE AND MUFFLER ON 2011 -	2,392.46
02/06/2024	195774	GOVERNMENTAL CONSULTANT SERVICES	PROFESSIONAL SERVICES RETAINER FEE - JAN	3,503.85
02/06/2024	195775	GRAINGER	GENERATOR BEARING OIL	223.96
			MAINT. SUPPLIES - 6PK PAPER TOWELS (INV.	75.26
			MAINT. REPLACEMENT 6PIN CONTROL MODULE A	100.78
				<u>400.00</u>
02/06/2024	195776	GRIFFIN PEST SOLUTIONS	PEST CONTROL FOR #3	31.00
			PEST CONTROL FOR #4	31.00
			PEST CONTROL FOR #1	31.00
				<u>93.00</u>
02/06/2024	195777	HEIDI CHURCH	REFUND - CREDIT ON ACCOUNT	69.00
02/06/2024	195778	HOME DEPOT	TOOLS FOR FIRE MARSHALL	24.87
			DRYWALL SUPPLIES - LEC	26.72
			MAINTENANCE TOOLS - RES. SERVICES	549.00
			INSECT TRAP REFILLS - CIVIC	20.91
			PARKS GARAGE SUPPLIES - DRYWALL/TAPE/MU	56.86
			FURNITURE MOVERS FOR USE AT COMMUNITY CE	13.98
			PLYWOOD FOR USE AT THE PARKS GARAGE (INV	63.96
			STUDS AD VENT MAINT. SUPPLIES FOR CIVIC	59.03
				<u>815.33</u>
02/06/2024	195779	IAQ MANAGEMENT SERVICES, INC	AIR QUALITY TESTING - P&G BUILDING POST	4,025.00
02/06/2024	195780	IMAGE TREND	INV #103399 FIRE REPORTING SYSTEM	13,563.00
			INV #103399 FIRE REPORTING SYSTEM	4,520.00
				<u>18,083.00</u>
02/06/2024	195781	INGRID'S GIFT	INTRO TO CRICUT CLASS	252.00
02/06/2024	195782	INTEGRITY BUSINESS SOLUTIONS LLC	COPY PAPER - GENERAL	999.75
02/06/2024	195783	J.F. MOORE & ASSOCIATES, LLC	SERVER FEE SMALL CLAIMS COURT	128.00
02/06/2024	195784	JOHN SAUTER	GRADING & STABILIZATION OF PRIVATE ROAD	12,000.00
02/06/2024	195785	JUMP-A-RAMA	WINTER 1 GYMNASTICS INSTRUCTION	1,627.50
02/06/2024	195786	KBK LANDSCAPING, INC	LEC AND HOLMES RD. SALTING & PLOWING DEC	600.00
			LEC AND HOLMES RD. SALTING & PLOWING DEC	440.00
				<u>1,040.00</u>

Check Date	Check	Vendor Name	Description	Amount
02/06/2024	195787	KNOX BOX COMPANY	KNOX BOX KEY SECURE FOR FIRE TRUCKS	9,791.00
02/06/2024	195788	LINDE GAS & EQUIPMENT INC	OXYGEN RENTAL	161.82
02/06/2024	195789	LUTHER ISAAC	FINAL FIRE WITHHOLDING RELEASE - 7390 TE	15,009.00
02/06/2024	195790	MAYA GLENN	CLASS INSTRUCTION FOR WINTER 1 SESSION	182.00
02/06/2024	195791	MCCALLA'S FEED SERVICE, INC.	KNOX ICE MELTER (INV. 34144)	504.00
02/06/2024	195792	MCMASTER-CARR	PLUMBING FITTINGS FOR AIRE COMPRESSOR	44.67
02/06/2024	195793	MELODY WOODS	CLASS INSTRUCTION 2024 WINTER 1	42.00
02/06/2024	195794	MENARDS, INC.	SHOP SUPPLIES	162.75
			DRYWALL MATERIALS FOR THE PARKS GARAGE (44.10
				<u>206.85</u>
02/06/2024	195795	MESSENGER PRINTING	NHW 1ST QTR NEWSLETTERS - COMM. ENGAGEME	3,948.42
02/06/2024	195796	MICHAEL SARANEN	GROUND SHIPPING FOR EQUIPMENT FOR SERVIC	18.28
02/06/2024	195797	MICHIGAN LINEN SERVICE, INC.	LINEN SERVICE FOR STATION HQ	190.40
			LINEN SERVICE FOR STATION 4	85.03
			LINEN SERVICE FOR STATION 3	86.26
			MAINT. GARAGE LINEN SERVICE 1/16/24 (INV	16.00
			LAUNDRY FOR CIVIC CENTER 1/16/2024 (INVO	101.10
			LINEN SERVICE FOR COMMUNITY CENTER 1/16/	103.50
			LEC LAUNDRY SERVICE	60.25
			WEEKLY LINEN SERVICES	68.50
			LAUNDRY FOR CIVIC CENTER 1/9/2024 (INVOI	101.10
			MAINT. GARAGE LINEN SERVICE 1/9/24 (INV#	16.00
			LINEN SERVICE FOR COMMUNITY CENTER 1/9/2	103.50
			LAUNDRY SERVICES 2024	24.00
			LINEN SERVICE FOR STATION 3	86.26
			LINEN SERVICE FOR STATION 4	85.03
			LINEN SERVICE FOR STATION HQ	190.40
			LAUNDRY FOR CIVIC CENTER 1/2/2024 (INVOI	101.10
			MAINT. GARAGE LINEN SERVICE 1/2/24 (INV#	16.00
			LINEN SERVICE FOR COMMUNITY CENTER 1/2/2	103.50
				<u>1,537.93</u>
02/06/2024	195798	MICHIGAN TOWNSHIPS ASSOC.**	BOARD OF REVIEW TRAINING	125.00
02/06/2024	195799	MINUTES SERVICES LLC	PLANNING COMMISSION 12.12.23	100.00
02/06/2024	195800	MLIVE MEDIA GROUP	ACCT. #65804	237.00
02/06/2024	195801	MOBILE COMMUNICATION SVC	REMOVE 4 PORTABLE RADIO CHARGES & 1 RADI	425.00
02/06/2024	195802	NAKISHA BROWN	REFUND - ROOM RENTAL	100.00
02/06/2024	195803	NEXTCARE URGENT CARE MICHIGAN	DRUG SCREENS	100.00
02/06/2024	195804	OFFICE EXPRESS	BUSINESS CARDS - OCS	120.00
02/06/2024	195805	OOMA, INC.	OOMA SERVICES	248.44
02/06/2024	195806	ORCHARD, HILTZ & MCCLIMENT INC	HEWITT FIRE STATION OVERSIGHT CEILING PR	4,329.75
			CONSTRUCTION ENGINEERING SERVICES FOR RI	6,666.75
			CARPORTR REBUILDING PROJECT	4,926.50
			CIVIC CENTER POND RENOVATION	6,763.25
			COMFORT INN - DETAILED ENGINEERING	1,377.50
			VISIBLE LEARNING CENTER - SITE PLAN REVI	355.00
			KALITTA TURBINES EXPANSION - SITE PLAN R	435.00
			KALITTA TURBINES EXPANSION - DETAILED EN	1,345.75
			DEAL POINT MERRILL SELF-STORAGE - SITE P	580.00
			CALIBER COLLISION - SKETCH PLAN REVIEW	391.25
			BRIGHTWORK SELF STORAGE - MEETINGS	350.00
			PAINT CREEK CROSSING - ADA IMPROVEMENT R	258.00
				<u>27,778.75</u>

Check Date	Check	Vendor Name	Description	Amount
02/06/2024	195807	ORKIN LLC	DEBBY COURT VERMIN ABATEMENT	396.00
			VERMIN ABATEMENT AT 580 KANSAS	99.00
			VERMIN ABATEMENT AT 295 DAKOTA	125.00
			VERMIN ABATEMENT AT 580 KANSAS	99.00
			VERMIN ABATEMENT - 295 DAKOTA	125.00
			VERMIN ABATEMENT - 295 DAKOTA	125.00
			VERMIN ABATEMENT - 295 DAKOTA	125.00
			VERMIN ABATEMENT - 295 DAKOTA	125.00
			VERMIN ABATEMENT - 295 DAKOTA	125.00
			VERMIN ABATEMENT SERVICES ON 1/4/2024	99.00
			VERMIN ABATEMENT SERVICES ON 1/4/2024	396.00
				<hr/>
				1,839.00
02/06/2024	195808	PEARLINE DAVIS	RECOVERY COURT PAYROLL	222.60
			RECOVERY COURT PAYROLL	185.50
				<hr/>
				408.10
02/06/2024	195809	PEPSI BEVERAGES COMPANY	PEPSI VENDING ORDER JANUARY 2024	477.03
02/06/2024	195810	PREMIER SAFETY & SERVICE	SENSOR RAW LIQUID 02 4R	588.95
02/06/2024	195811	QUADIENT, INC	INK FOR POSTAGE MACHINE	440.80
02/06/2024	195812	QUADIENT, INC	INK - POSTAGE MACHINE. SPONGE & BRUSH KI	440.80
02/06/2024	195813	RAFT	BLUE CARD INSTRUCTOR RENEWAL	1,000.00
02/06/2024	195814	RHETT REYES	RECOVERY COURT PAYROLL	1,144.88
			RECOVERY COURT PAYROLL	645.00
				<hr/>
				1,789.88
02/06/2024	195815	ROBERT ACTON	ROBERT ACTON CONTRACTUAL INSPECTIONS 1.0	1,700.00
02/06/2024	195816	RUSSELL GIRBACH	MEDICAL CE'S	390.00
02/06/2024	195817	SAM'S CLUB DIRECT	CUSTODIAL SUPPLIES - TOILET PAPER (CIVIC	22.98
			WATER - SUPERVISOR	19.90
			P&G SUPPLIES - PAPER PLATES/BOWLS, FORKS	52.72
				<hr/>
				95.60
02/06/2024	195818	SHRADER TIRE & OIL	#702 4 NEW TIRES	897.91
02/06/2024	195819	SPICER GROUP	APPLERIDGE PARK IMPROVEMENTS	1,275.50
02/06/2024	195820	STANDARD PRINTING	BUDGET BOOKS 2024 - SUPERVISOR	820.00
02/06/2024	195821	STANTEC	COMMUNITY CENTER WATER DAMAGE RENOVATION	908.00
			GREEN OAKS GOLF COURSE BATHROOM IMPROVEM	2,014.00
			COMMUNITY CENTER BATHROOM IMPROVEMENTS	4,516.45
				<hr/>
				7,438.45
02/06/2024	195822	STATE OF MICHIGAN - MDOT	VIETNAM VETERANS MEMORIAL HIGHWAY SIGN	4,700.00
02/06/2024	195823	STEPHEN BROWN	STEVE BROWN CONTRACTUAL INSP 01.03.24 -	1,600.00
02/06/2024	195824	STERICYCLE INC	STERI-SAFE BUDGET SUBSCRIPTION	256.29
02/06/2024	195825	TASK FORCE TIPS	BALL INTAKE REPAIR	1,629.06
02/06/2024	195826	THERESE FOOTE	WINTER 1 YOGA INSTRUCTION	378.00
02/06/2024	195827	TRACTOR SUPPLY COMPANY	MATERAIL TO REPAIR SONAR ON BOAT	6.99
02/06/2024	195828	TRENDSET COMMUNICATIONS GROUP	NETWORK CABLING	3,544.79
			NETWORK CABLING	2,759.21
				<hr/>
				6,304.00
02/06/2024	195829	UNEMPLOYMENT INSURANCE AGENCY	MESC PAYABLES	3,192.00
02/06/2024	195830	UTILITIES INSTRUMENTATION SERV	SERVICE CALL FOR PROGRAMMING 1/5/24	567.00
02/06/2024	195831	VERIZON CONNECT FLEET USA	GPS SERVICES-DEC 2023	825.23

Check Date	Check	Vendor Name	Description	Amount
02/06/2024	195832	VITAL RECORDS CONTROL	SHRED EVENT AT THE CIVIC CENTER ON 11/4/	750.45
02/06/2024	195833	W.J. O'NEIL COMPANY	BOARD APPROVED P.M. 14B ANNUAL FEE	416.00
			BOARD APPROVED P.M. 14B ANNUAL FEE	416.00
			BOARD APPROVED P.M. COMMUNITY CENTER ANN	1,182.00
			BOARD APPROVED P.M. COMMUNITY CENTER ANN	1,182.00
			BOARD APPROVED P.M. CIVIC CENTER ANNUAL	1,117.00
			BOARD APPROVED P.M. CIVIC CENTER ANNUAL	1,117.00
			BOARD APPROVED P.M. LEC ANNUAL FEE	441.00
			BOARD APPROVED P.M. LEC ANNUAL FEE	441.00
			TROUBLESHOOT & SPARE MOTOR	595.00
			TROUBLESHOOT & SPARE MOTOR	224.00
			TROUBLESHOOT & SPARE MOTOR	348.00
			TROUBLESHOOT & SPARE MOTOR	2,398.11
			RTU 2 SERVICE - WORK ON JANUARY 2024	1,297.00
				<u>11,174.11</u>
02/06/2024	195834	WASHTENAW AREA TRANSPORTATION STUDY	WATS 2024 MEMBERSHIP DUES	4,097.00
02/06/2024	195835	WASHTENAW COUNTY ROAD COMMISSION	INSTALLATION OF THREE SPEED HUMPS ON WIA	28,225.89
02/06/2024	195836	WASHTENAW COUNTY SHERIFF'S OFFICE	BILLING: DRUG TEST SERVICES	141.00
02/06/2024	195837	WASHTENAW COUNTY TREASURER#	ANNUAL FEE FOR 800MHZ RADIOS	1,690.00
02/06/2024	195838	WASHTENAW COUNTY TREASURER#	2023 TAX FORECLOSURE AUCTION CHARGEBACK	167.83
02/06/2024	195839	WASHTENAW COUNTY WATER RESOURCES	VERMIN MANAGEMENT SERVICES	4,320.73
			VERMIN MANAGEMENT SERVICES	8,641.46
				<u>12,962.19</u>
02/06/2024	195840	WASHTENAW-LIVINGSTON MEDICAL	FIRST RESPONDER MEDICAL REPORT FORMS	156.00
02/06/2024	195841	YANKEE AIR MUSEUM	50 & BEYOND MUSEUM TICKETS	300.00
02/06/2024	195842	YPSILANTI ACE HARDWARE	MAINTENANE SUPPLIES	40.95
02/06/2024	195843	YPSILANTI COMMUNITY	LIFT STATION MAINT. TUTTLE HILL DECEMBER	89.83
			LIFT - STATION MAINT. FORD LAKE PARK - D	44.92
			LIFT - STATION MAINT. FORD BLVD - STORM	86.56
			DIESEL AND GAS CHARGES 2024	403.64
			WATER REBATE DECEMBER - YCUA	1,760.00
				<u>2,384.95</u>
AP TOTALS:				
Total of 98 Checks:				272,297.93
Less 0 Void Checks:				0.00
Total of 98 Disbursements:				<u>272,297.93</u>

ATTORNEY REPORT

GENERAL LEGAL UPDATE

NEW BUSINESS

RESOLUTION 2024-02

APPROVING CONTRACT
AND AUTHORIZING NOTICE
(Sugarbrook Watermain Improvements)

Charter Township of Ypsilanti
County of Washtenaw, State of Michigan

WHEREAS, it is necessary to acquire and construct certain improvements to the water supply system, consisting of the acquisition, construction and installation of improvements in the Sugarbrook neighborhood in the Township, including installation of new water mains and connectors, together with all necessary appurtenances and attachments thereto (the “Improvements”); and

WHEREAS, a Contract has been prepared between the Township and the Ypsilanti Community Utilities Authority (the “Authority”) whereby the Authority will issue its bonds (the “Bonds”) on behalf of the Township to provide for the financing of the Township’s share of the cost of the acquisition, construction and installation of the Improvements; and

WHEREAS, this Governing Body has carefully reviewed the Contract and finds that it provides the best means for accomplishing the acquisition and construction of the Improvements and for providing the needed services;

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. Approval of Contract; Effectiveness. The Contract is hereby approved and the Supervisor and the Township Clerk of the Township are hereby authorized and directed to execute and deliver the Contract for and on behalf of the Township; provided, however, that the Contract shall not become effective until the expiration of forty-five (45) days after the publication of the attached notice as a display advertisement of at least ¼ page in size in the **Washtenaw Legal News**, a newspaper of general circulation within the Township, which manner of publication is deemed by the Governing Body to be the most effective manner of informing the taxpayers and electors of the Township of the details of the proposed Contract and the rights of referendum thereunder.

2. Publication of Notice. The Clerk is directed to publish the attached notice in the newspaper above designated as soon as possible after the adoption hereof.

3. Reimbursement Declarations. The Township makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:

- (a) As of the date hereof, the Township reasonably expects to reimburse itself for the expenditures described in (b) below with proceeds of debt to be incurred by the Authority or the Township.
- (b) The expenditures described in this paragraph (b) are for the costs of acquiring and constructing the Improvements which were or will be paid subsequent to sixty (60) days prior to the date hereof.
- (c) The maximum principal amount of debt expected to be issued for the Improvements, including issuance costs, shall not exceed \$5,000,000.

4. Rescission. All resolutions and parts of resolutions in conflict with this resolution are hereby repealed.

NOTICE OF INTENT TO EXECUTE
TAX-SUPPORTED CONTRACT AND OF RIGHT TO
PETITION FOR REFERENDUM THEREON

TO THE TAXPAYERS AND ELECTORS OF
THE CHARTER TOWNSHIP OF YPSILANTI,
WASHTENAW COUNTY, MICHIGAN:

PLEASE TAKE NOTICE, the Charter Township of Ypsilanti (the “Township”) has approved by resolution the execution of a contract (the “Contract”) with the Ypsilanti Community Utilities Authority (the “Authority”) pursuant to Act No. 233, Public Acts of Michigan, 1955, as amended, which Contract provides, among other things, that the Authority will acquire and construct certain water supply system improvements, consisting of the acquisition, construction and installation of improvements in the Sugarbrook neighborhood in the Township, including installation of new water mains and connectors, together with all necessary appurtenances and attachments thereto, to serve the Township and will issue its bonds in the principal amount of not to exceed \$5,000,000 to finance the cost of such improvements for the Township AND THE TOWNSHIP WILL PAY TO THE AUTHORITY PURSUANT TO THE CONTRACT THE SUMS NECESSARY TO RETIRE THE PRINCIPAL OF AND INTEREST ON SAID BONDS.

TOWNSHIP’S CONTRACT OBLIGATIONS

It is presently contemplated that said bonds will be in the principal amount of not to exceed \$5,000,000, will payable in not more than twenty (20) annual installments, and will bear interest at the rate or rates to be determined at the time of sale but in no event to exceed the maximum rate of interest per annum permitted by law on the balance of the bonds from time to time remaining unpaid. The Contract includes the Township’s pledge of its limited tax full faith and credit for the prompt and timely payment of the Township’s obligations as expressed in the Contract. THE TOWNSHIP WILL BE REQUIRED TO LEVY AD VALOREM TAXES WITHIN APPLICABLE CONSTITUTIONAL AND STATUTORY TAX LIMITATIONS ON ALL TAXABLE PROPERTY WITHIN THE TOWNSHIP TO THE EXTENT NECESSARY TO MAKE THE PAYMENTS REQUIRED TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS IF OTHER FUNDS FOR THAT PURPOSE ARE NOT AVAILABLE. IT IS THE PRESENT INTENT OF THE TOWNSHIP TO USE THE REVENUES FROM THE TOWNSHIP DIVISION OF THE AUTHORITY’S SYSTEM TO MAKE THE PAYMENTS REQUIRED TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS.

RIGHT OF REFERENDUM

The Contract will become effective and binding upon the Township without vote of the electors as permitted by law unless a petition requesting an election on the question of the Township entering into the Contract, signed by not less than 10% of the registered electors of the Township, is filed with the Township Clerk within forty-five (45) days after publication of this notice. If such petition is filed, the Contract cannot become effective without an approving vote of a majority of electors of the Township qualified to vote and voting on the question. The Contract is on file at the office of the Township Clerk.

This notice is given pursuant to the requirements of Section 8 of Act No. 233, Public Acts of Michigan, 1955, as amended. Further information concerning the details of the Contract and the matters set out in this notice may be secured from the Township Clerk’s office.

Heather Jarrell Roe
Clerk, Charter Township of Ypsilanti

41643313.2/099369.00051



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

YPSILANTI COMMUNITY UTILITIES AUTHORITY

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

January 25, 2024

VIA EMAIL

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

Re: Water System Improvements Bond Sale

Dear Township Trustees:

The Ypsilanti Community Utilities Authority is planning water system improvements for the Sugarbrook neighborhood within the Charter Township of Ypsilanti. The planned water system improvements will replace existing old and mostly undersized water mains in the neighborhood. The existing water infrastructure was originally installed in the 1950s and over the past two decades has failed on numerous occasions. The existing water mains are undersized, unlined cast iron pipe, and show evidence of solid material buildup inside the mains. Authority staff conducted a preliminary meeting with Supervisor Stumbo and Treasurer Eldridge on January 19 to review the proposed project.

The Authority is planning to perform this project in two (2) phases over two (2) years (see Figure I below). Phase I is scheduled to replace approximately 1.9 miles of water main in 2024 in the eastern portion of the neighborhood. Phase II proposes another 2.35 miles of water main replacement in 2025 in the western portion of the neighborhood. In order to fund Phase I of this project, YCUA is proposing to issue an open-market bond. The proposed bond ceiling of \$5,000,000 is intended to conservatively cover the engineering and construction costs of Phase I. The estimated open market interest rate is 4.115%. YCUA has already submitted a project plan to the Michigan Department of Environment, Great Lakes, and Energy for receiving a loan through the Drinking Water Revolving Fund Program for Phase II. The opinion of probable project cost for both phases is \$8,300,000.00.

The Authority will coordinate with the Washtenaw County Road Commission (WCRC) on behalf of the Charter Township of Ypsilanti, to plan for the rehabilitation of the road impacted by this work and stage for a partial reconstruction and overlay to be done by others. YCUA has coordinated similar projects in the past with the WCRC to create an efficient and economical

project for all entities. DTE recently has updated much of their gas utility network in this area making this the optimal time to address water and sewer before resurfacing the roadways.



Figure 1. Phase I (2024) and Phase II (2025) Sugarbrook Water Main Replacement Limits

Please note under a separate correspondence, the Authority will be requesting consideration for a Bond Authorizing Resolution in the not to exceed amount of \$5,000,000 along with an Authorizing Notice. YCUA will be requesting consideration of these items at the Board of Trustees Meeting on February 6, 2024. Mr. Tom Colis, the Authority's bond counsel, will be at this meeting to discuss the bond sale and to answer any questions of the Board. Please note that this matter was reviewed and approved by the Authority's Board of Commissioners on January 24, 2024.

CHARTER TOWNSHIP of YPSILANTI
Board of Trustees
January 25, 2024
Page 3

Please contact me at 734-484-4600 Ext. 116 or by email at lblackburn@ycua.org with any questions or concerns regarding this matter.

Sincerely,

LUTHER BLACKBURN, Executive Director
Ypsilanti Community Utilities Authority

LB
cc:

YCUA Board of Commissioners
Ms. Lisa Stanfield, Township of Ypsilanti
Mr. Paul Stauder, PFM Financial Advisors, L.L.C.
Mr. Tom D. Colis, Miller, Canfield, Paddock, and Stone, P.L.C.
Mr. Matt Jane, Pear Sperling Eggan & Daniels, P.C.
Mr. Dwayne Harrigan, YCUA
Ms. Gail Thomas, YCUA
Mr. Scott D. Westover, YCUA

CONTRACT

THIS CONTRACT, dated as of February 6, 2024, by and between the YPSILANTI COMMUNITY UTILITIES AUTHORITY, a municipal authority and public body corporate of the State of Michigan (hereinafter referred to as the “Authority”), and the CHARTER TOWNSHIP OF YPSILANTI (hereinafter referred to as the “Local Unit”) located in the County of Washtenaw, Michigan,

WITNESSETH:

WHEREAS, the Authority has been incorporated under the provisions of Act No. 233, Public Acts of Michigan, 1955, as amended (hereinafter referred to as “Act 233”), for the purposes set forth in Act 233 and the Local Unit is a constituent member of the Authority; and

WHEREAS, it is immediately necessary and imperative for the public health and welfare of the present and future residents of the Local Unit to acquire and construct certain water supply system improvements in the Local Unit, consisting of the acquisition, construction and installation of improvements in the Sugarbrook neighborhood in the Local Unit, including installation of new water mains and connectors, together with all necessary appurtenances and attachments thereto, to service the Local Unit; and

WHEREAS, plans and an estimate of cost of said improvements have been prepared by the Authority’s consulting engineers (the “Consulting Engineers”), which said estimate of cost totals not to exceed \$5,000,000; and

WHEREAS, the Local Unit is desirous of having the Authority arrange for the acquisition of said improvements, in order to furnish the residents of the Local Unit with improved water supply system services and facilities; and

WHEREAS, the parties hereto have determined that said improvements are essential to the general health, safety and welfare of the Local Unit; and

WHEREAS, the Authority and the Local Unit are each agreeable to the execution of this Contract by and between themselves, the Contract to provide, among other things, for the financing of the cost of said improvements; and

WHEREAS, the Local Unit has approved and authorized the execution of this Contract by resolution of its governing body; and

WHEREAS, this Contract will become effective for the Local Unit upon expiration of a period of forty-five days following publication by the Local Unit of its notice of intention without filing of a petition for referendum on the question of its entering into this Contract, or if such referendum election be required, then upon approval by the qualified electors of the Local Unit.

NOW, THEREFORE, in consideration of the premises and the covenants made herein,

THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION 1. Approval of Improvements. The Authority and the Local Unit again approve the establishment of water supply system improvements in the Local Unit under the provisions of Act 233, together with all necessary appurtenances, attachments and rights in land adequate and sufficient to furnish such service to the area of the Local Unit, as set forth in the plans prepared by the Consulting Engineers.

SECTION 2. Designation of System. The system referred to in Section 1 above is hereby designated as YPSILANTI COMMUNITY UTILITIES AUTHORITY WATER SUPPLY SYSTEM (Charter Township of Ypsilanti) (hereinafter sometimes referred to in this Contract as the "System").

SECTION 3. Local Unit Consents of Public Rights of Way. The Local Unit hereby consents to the use by the Authority and any parties contracting with the Authority of the public streets, alleys, lands and rights-of-way in such Local Unit for the purpose of constructing, operating and maintaining the System and any improvements, enlargements and extensions thereto.

SECTION 4. Local Unit Consent to Service. The System is designed to serve areas in the Local Unit as described in the plans prepared by the Consulting Engineers and is immediately necessary to protect and preserve the public health; and the Local Unit does, by these presents, consent to the furnishing of such service through the System pursuant to Section 8 hereof, to the individual users in the Local Unit.

SECTION 5. Approval of Plans and Cost Estimate. The Authority and the Local Unit hereby approve and confirm the plans for the System prepared by the Consulting Engineers and the total estimated cost thereof of not to exceed the sum of \$5,000,000 and the Local Unit's share thereof of not to exceed \$5,000,000. Said cost estimate includes all surveys, plans, specifications, acquisition of property for rights-of-way, physical construction necessary to acquire and construct the System, the acquisition of all materials, machinery and necessary equipment, and all engineering, engineering supervision, administrative, legal and financing expenses necessary in connection with the acquisition and construction of the System and the financing thereof.

SECTION 6. Contracts for System Improvements. The Authority will take bids for the acquisition and construction of the System and the Authority shall in no event agree to any contract price or prices as will cause the actual cost thereof to exceed the estimated cost as approved in Section 5 of this Contract unless the Local Unit, by resolution of its legislative body, (a) approves said increased total cost and the Local Unit's share thereof, and (b) agrees to pay such prorated excess over the estimated cost, either in cash or by specifically authorizing the maximum principal amount of bonds to be issued, as provided in Sections 10 and 16 of this Contract, to be increased to an amount which will provide sufficient funds to meet said increased cost, and approves a similar increase in the installment obligations of the Local Unit, if any, pledged under the terms of this Contract to the payment of such bonds.

SECTION 7. Acquisition and Construction of System by Authority; Local Unit Payment. The System shall be acquired and constructed by the Authority substantially in accordance with

the plans and specifications therefor approved by this Contract. All matters relating to engineering plans and specifications, together with the making and letting of final construction contracts, the approval of work and materials thereunder, and construction supervision, shall be in the control of the Authority. All acquisition of sites and rights-of-way shall be done by the Authority. The Local Unit's share of the costs of such acquisition shall be paid from bond proceeds and, in addition any costs incurred by the Local Unit in connection with the acquisition or construction of the System, including engineering expenses, shall be promptly reimbursed to the Local Unit by the Authority from the proceeds of Authority Bonds.

SECTION 8. System Operation by Authority; Local Unit Benefit. The System shall be retained, maintained and operated by the Authority. The parties hereto agree that the System shall be acquired, constructed, operated, administered and maintained for the sole use and benefit of the Local Unit and its users.

SECTION 9. Issuance of Bonds by Authority. To provide for the construction and financing of the System in accordance with the provisions of Act 233, the Authority shall take the following steps:

(a) Immediately after execution hereof, the Authority will promptly take steps to adopt a resolution providing for the issuance of its bonds in the principal amount of not to exceed \$5,000,000 (except as otherwise authorized pursuant to Section 16 of this Contract) to finance the cost of the System. Said bonds shall mature serially, as authorized by law, and shall be secured by the contractual obligations of the Local Unit in this Contract. After due adoption of the resolution, the Authority will take all necessary legal procedures and steps necessary to effectuate the sale and delivery of said bonds to an underwriter or other qualified purchaser.

(b) The Authority shall take all steps necessary to take bids for and enter into and execute final acquisition and construction contracts for the acquisition and construction of the System as specified and approved hereinbefore in this Contract, in accordance with the plans and specifications therefor based on the plans as approved by this Contract. Said contracts shall specify a completion date agreeable to the Local Unit and the Authority.

(c) The Authority will require and procure from the contractor or contractors undertaking the actual construction and acquisition of the System necessary and proper bonds to guarantee the performance of the contract or contracts and such labor and material bonds as may be required by law.

(d) The Authority, upon receipt of the proceeds of sale of the bonds, will comply with all provisions and requirements provided for in the resolution authorizing the issuance of the bonds and this Contract relative to the disposition and use of the proceeds of sale of the bonds.

(e) The Authority may temporarily invest any bond proceeds or other funds held by it for the benefit of the Local Unit as permitted by law and investment income shall accrue to and follow the fund producing such income. The Authority shall not, however, invest, reinvest or accumulate any moneys deemed to be proceeds of the bonds pursuant to

§148 of the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder (the “Code”), in such a manner as to cause the bonds to be “arbitrage bonds” within the meaning of Code § 103(b)(2) and §148.

SECTION 10. Local Unit Payments. That cost of the System shall be charged to and paid by the Local Unit to the Authority in the manner and at the times herein set forth.

The cost of the System to be financed with the issuance of bonds of the Authority (\$5,000,000) shall be paid by the Local Unit to the Authority in annual installments (corresponding to principal payments on the bonds on the next April 1st of each year) on March 15 of each year, as follows:

2025	\$50,000
2026	50,000
2027	200,000
2028	205,000
2029	210,000
2030	215,000
2031	225,000
2032	230,000
2033	240,000
2034	250,000
2035	255,000
2036	265,000
2037	280,000
2038	290,000
2039	305,000
2040	315,000
2041	330,000
2042	345,000
2043	360,000
2044	380,000

It is understood and agreed that the bonds of the Authority hereinbefore referred to will be issued in anticipation of the above contractual obligation, with principal installments on April 1 of each year, commencing with the year 2025, corresponding to the principal amount of the above installments, and the Local Unit shall also pay to the Authority in addition to said principal installments, on March 15 and September 15 of each year, commencing on March 15, 2024, as accrued interest on the principal amount remaining unpaid, an amount sufficient to pay all interest, not to exceed six percent (6.0%) per annum, due on the next succeeding interest payment date (April 1 and October 1, respectively), on the installment portions of said bonds of the Authority from time to time outstanding. From time to time as other costs and expenses accrue to the Authority from handling of the payments made by the Local Unit, or from other actions taken in connection with the System, the Authority shall notify the Local Unit of the amount of such fees and other costs and expenses, and the Local Unit shall, within thirty (30) days from such notification, remit to the Authority sufficient funds to meet such fees and other costs and expenses.

Should cash payment be required from the Local Unit in addition to the amounts specified in the preceding paragraph to meet additional costs of constructing the System, the Local Unit shall, upon written request by the Authority, furnish to the Authority written evidence of their agreement and ability to make such additional cash payments, and the Authority may elect not to proceed with the acquisition or financing of the System until such written evidence, satisfactory to the Authority, has been received by it. The Local Unit shall pay to the Authority such additional cash payments within thirty (30) days after written request for such payment has been delivered by the Authority to such Local Unit.

The Authority shall, within thirty (30) days after the delivery of the bonds of the Authority hereinbefore referred to, furnish the Local Unit with a complete schedule of installments of principal and interest thereon, and the Authority shall also (a) at least sixty (60) days prior to January 1 of each year, commencing in 2024, advise the Local Unit, in writing, of the exact amount of principal and interest installments due on the Authority bonds on the next succeeding April 1, and payable by the Local Unit on March 15, as hereinbefore provided, and the exact amount of interest installment due on the bonds of the Authority on the next succeeding October 1, and payable by the Local Unit on September 15, as hereinbefore provided.

If any principal installment or interest installment is not paid when due, the amount not so paid shall be subject to a penalty, in addition to interest, of one percent (1%) thereof for each month or fraction thereof that the same remains unpaid after the due date.

SECTION 11. Local Unit Limited Tax Full Faith and Credit Pledge. The Local Unit, pursuant to the authorization contained in Act 233, hereby irrevocably pledges its limited tax full faith and credit for the prompt and timely payment of its obligations pledged for bond payments as expressed in this Contract, and shall each year, commencing with the fiscal year commencing January 1, 2024, set aside sufficient general fund moneys to make the payments, and, if necessary, levy an ad valorem tax on all the taxable property in the Local Unit, subject to applicable constitutional, statutory and charter tax rate limitations, in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay such obligations under this Contract becoming due before the time of the following year's tax collections. Nothing herein contained shall be construed to prevent the Local Unit from using any, or any combination of, means and methods provided in Section 7 of Act 233, as now or hereafter amended, including revenues derived from user charges or special assessments, for the purpose of providing funds to meet its obligations under this Contract, and if at the time of making the annual tax levy there shall be other funds on hand earmarked and set aside for the payment of the contractual obligations due prior to the next tax collection period, then such annual tax levy may be reduced by such amount.

SECTION 12. Advance Payment by Local Unit. The Local Unit may pay in advance any of the payments required to be made by this Contract, in which event the Authority shall credit the Local Unit with such advance payment on future due payments to the extent of such advance payment.

SECTION 13. Additional Payments by Local Unit. The Local Unit may pay additional moneys over and above any of the payments specified in this Contract, with the written request that such additional funds be used to prepay installments, in which event the Authority shall be obligated to apply and use said moneys for such purpose to the fullest extent possible. Such

moneys shall not then be credited as advance payments under the provisions of Section 12 of this Contract.

SECTION 14. Payment Default by Local Unit; Withholding of State Payments. In the event the Local Unit shall fail for any reason to pay to the Authority at the times specified the amounts required to be paid by the provisions of this Contract, the Authority shall immediately give notice of such default and the amount thereof, in writing, to the Treasurer of such Local Unit, the Treasurer of the County of Washtenaw, the Treasurer of the State of Michigan, and such other officials charged with disbursement to the Local Unit of funds returned by the State and now or hereafter under Act 233 available for pledge, as provided in this paragraph and in Section 12a of Act 233, and if such default is not corrected within ten (10) days after such notification, the State Treasurer, or other appropriate official charged with disbursement to such Local Unit of the aforesaid funds, is, by these presents, specifically authorized by the Local Unit, to the extent permitted by law, to withhold from the aforesaid funds the maximum amount necessary to cure said deficit and to pay said sums so withheld to the Authority, to apply on the obligations of the Local Unit as herein set forth. Any such moneys so withheld and paid shall be considered to have been paid to the Local Unit within the meaning of the Michigan Constitution and statutes, the purpose of this provision being voluntarily to pledge and authorize the use of said funds owing to the Local Unit to meet any past-due obligations of such Local Unit due under the provisions of this Contract. In addition to the foregoing, the Authority shall have all other rights and remedies provided by law to enforce the obligations of the Local Unit to make its payments in the manner and at the times required by this Contract, including the right of the Authority to direct the Local Unit to make a tax levy to reimburse the Authority for any funds advanced.

SECTION 15. Local Unit Payment Obligation. It is specifically recognized by the Local Unit that the debt service payments required to be made by it pursuant to the terms of Section 10 of this Contract are to be pledged for and used to pay the principal installments of and interest on with respect to the bonds to be issued by the Authority as provided by this Contract and authorized by law, and the Local Unit covenants and agrees that it will make all required payments to the Authority promptly and at the times herein specified without regard to whether the System is actually completed or placed in operation.

SECTION 16. Additional Bonds. If the proceeds of the sale of the bonds to be issued by the Authority are for any reason insufficient to complete the Local Unit's share of the cost of the System, the Authority shall automatically be authorized to issue additional bonds in an aggregate principal amount sufficient to pay the Local Unit's share of completing the System and to increase the annual payments required to be made by the Local Unit in an amount so that the total payments required to be made as increased will be sufficient to meet the annual principal and interest requirements on the bonds herein authorized plus the additional bonds to be issued. It is expressly agreed between the parties hereto that the Authority shall issue bonds pursuant to this Contract and the Local Unit shall be committed to retire such amount of bonds as may be necessary to pay the Local Unit's share of the costs of the System whether or not in excess of those presently estimated herein. Any such additional bonds shall comply with the requirements of Act 233 and any increase in the annual payments shall be made in the manner and at the times specified in this Contract. In lieu of such additional bonds, the Local Unit may pay over to the Authority, in cash, sufficient moneys to complete the Local Unit's share of the System.

SECTION 17. Surplus Bond Proceeds. After completion of the System and payment of all costs thereof, any surplus remaining from the proceeds of sale of bonds shall be used by the Authority for either of the following purposes, at the sole option of and upon request made by resolution of the Local Unit, to wit: (a) for additional improvements to the System or for other projects of the Authority undertaken on behalf of the Local Unit; subject to approval of the Authority; or (b) credited by the Authority toward the next payments due the Authority by the Local Unit hereunder.

SECTION 18. Voidability. The obligations and undertakings of each of the parties to this Contract shall be conditioned on the successful issuance and sale of the bonds pursuant to Act 233, and if for any reason whatsoever said bonds are not issued and sold within two (2) years from the date of this Contract, this Contract, except for payment of preliminary expenses and ownership of engineering data, shall be considered void and of no force and effect.

SECTION 19. Bondholders' Rights. The Authority and the Local Unit each recognize that the owners from time to time of the bonds issued by the Authority under the provisions of Act 233 to finance the cost of the System will have contractual rights in this Contract, and it is, therefore, covenanted and agreed by the Authority and the Local Unit that so long as any of said bonds shall remain outstanding and unpaid, the provisions of this Contract shall not be subject to any alteration or revision which would in any manner materially affect either the security of the bonds or the prompt payment of principal or interest thereon. The Local Unit and the Authority each further covenant and agree that each will comply with its respective duties and obligations under the terms of this Contract promptly at the times and in the manner herein set forth, and will not suffer to be done any act which would in any way impair the said bonds, the security therefor, or the prompt payment of principal and interest thereon. It is hereby declared that the terms of this Contract insofar as they pertain to the security of any such bonds shall be deemed to be for the benefit of the owners of said bonds.

SECTION 20. Contract Term. This Contract shall remain in full force and effect from the effective date hereof (as provided in Section 23) until the bonds issued by the Authority are paid in full, but in any event not to exceed a period of thirty (30) years. At such time within said 30-year term as all of said bonds are paid, this Contract shall be terminated. In any event, the obligation of the Local Unit to make payments required by this Contract shall be terminated at such time as all of said bonds are paid in full, together with any deficiency or penalty thereon.

SECTION 21. Indemnification. The parties hereto hereby expressly agree that the Authority shall not be liable for and the Local Unit shall pay, indemnify and save the Authority harmless of, from and against all liability of any nature whatever regardless of the nature in which such liability may arise, for any and all claims, actions, demands, expenses, damages and losses of every conceivable kind whatsoever (including, but not limited to, liability for injuries to or death of persons and damages to or loss of property) asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with the ownership, acquisition, construction, operation, maintenance and repair of the System, this Contract, or the issuance, sale and delivery of the bonds herein described. It is the intent of the parties that the Authority be held harmless by the Local Unit from liability for such claims, actions, demands, expenses, damages and losses, however caused or however arising, including, but not limited to, to the extent not prohibited by law, such claims, actions, demands, expenses, damages

and losses even though caused, occasioned or contributed to by the negligence, sole or concurrent, of the Authority or by negligence for which the Authority may be held liable. In any action or proceeding brought about by reason of any such claim or demand, the Local Unit will also pay, indemnify and save the Authority harmless from and against all costs, reasonable attorneys' fees and disbursements of any kind or nature incidental to or incurred in said defense, and will likewise pay all sums required to be paid by reason of said claims, demands, or any of them, in the event it is determined that there is any liability on the part of the Authority. Upon the entry of any final judgment by a court of competent jurisdiction or a final award by an arbitration panel against the Authority on any claim, action, demand, expense, damage or loss contemplated by this Section and notwithstanding that the Authority has not paid the same, the Local Unit shall be obligated to pay to the Authority, upon written demand therefor, the amount thereof not more than sixty (60) days after such demand is made. In the event that any action or proceeding is brought against the Authority by reason of any such claims or demands, whether said claims or demands are groundless or not, the Local Unit shall, upon written notice and demand from the Authority, but will not, without written consent of the Authority, settle any such action in the proceeding. Notwithstanding the foregoing, nothing contained in this Section shall be construed to indemnify or release the Authority against or from any liability which it would otherwise have arising from the wrongful or negligent actions or failure to act on the part of the Authority's employees, agents or representatives with respect to matters not related to the ownership, acquisition, construction, operation, maintenance or repair of the System, this Contract or the issuance, sale or delivery of the bonds herein described.

SECTION 22. Successors and Assigns. This Contract shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

SECTION 23. Effectiveness of Contract. This Contract shall become effective upon (i) approval by the legislative body of the Local Unit, (ii) approval by the Board of the Authority, (iii) expiration of the forty-five day period following publication by the Local Unit of its notice of intention without filing of a petition for referendum on the question of its entering into this Contract, or if such referendum election be required, then upon approval by the qualified electors of the Local Unit, and (iv) due execution by the Supervisor and Township Clerk of the Local Unit and by the Chair and Secretary of the Authority.

SECTION 24. Downward Adjustment of Bond Amount. In the event construction bids are received by the Authority pursuant to Section 9 hereof and such bids are below the Consulting Engineers' estimates thus necessitating a smaller amount of Bonds for the Local Unit's share to be issued than \$5,000,000, the Director of the Authority and the Treasurer of the Local Unit are each authorized on behalf of the Authority and the Local Unit, respectively, to agree to a revised principal amount of the Bonds and a revised maturity schedule and to approve the same as an addendum to this Contract. If a lower amount of Bonds is required and if such lower amount and revised maturity schedule is agreed to and approved by the Director of the Authority and the Treasurer, respectively, this Contract shall be construed as referring to the reduced principal amount of said Bonds and the revised maturity schedule therefor.

SECTION 25. Counterparts. This Contract may be executed in several counterparts.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

In the presence of:

YPSILANTI COMMUNITY UTILITIES
AUTHORITY

By: _____
Chair

By: _____
Secretary

In the presence of:

CHARTER TOWNSHIP OF YPSILANTI

By: _____
Supervisor

By: _____
Township Clerk

41615677.2/099369.00051

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: January 30, 2024

RE: Request to accept the resignation of Hazelette Crosby from the Civil Service Commission effective immediately

Hazelette Crosby has reached out to us and is having difficulty attending meetings. We ask to accept her resignation from the Civil Service Commission. We thank Hazelette for her years of service and wish her the best.

To fill the vacancies on the Civil Service Commission and Planning Commission, we have posted it to our website and encourage residents to apply by sending a resume and letter of interest.

Thank you for your consideration.

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: January 30, 2024

RE: Request to accept the resignation of Brad Hine from the Zoning Board of Appeals effective immediately

Brad Hine has contacted us and requested to resign from the Zoning Board of Appeals. We thank Brad for his service and wish him luck.

Thank you for your consideration.

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: January 31, 2024

RE: Request to appoint Fletcher Reyher to Washtenaw Area Transportation Study (WATS) Technical Committee as staff assigned

With the resignation of Planning Director Jason Iacoangeli, I would like to recommend the appointment of Planning and Development Coordinator Fletcher Reyher to the WATS Technical Committee.

Thank you for your consideration.

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



**YPSILANTI
TOWNSHIP**
— OFFICE OF THE CLERK —

Trustees
Ryan Hunter
John Newman II
Gloria Peterson
Debbie Swanson

MEMORANDUM

To: Board of Trustees

From: Heather Jarrell Roe, Clerk

Date: January 31, 2024

RE: Request to cancel the February 20, 2024 Board Meeting

Board of Trustees,

Please accept this as a request to cancel the February 20, 2024 Board Meeting due to early voting in the board room.

Thank you,
Heather Jarrell Roe, Clerk

**CHARTER TOWNSHIP OF YPSILANTI
2024 BUDGET AMENDMENT # 2**

February 6, 2024

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

213 - BIKE, SIDEWALK, REC, ROADS FUND (BSRII) Total Increase \$138,785.00

Request to increase the township portion of the MDNR grant for the Clubview tennis and pickleball court construction. The initial budget for construction was budgeted at \$248,000 and the bid came in at \$279,200, the additional \$31,200 will be the Township's responsibility. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	213-000-699.999	<u>\$31,200.00</u>
		Net Revenues	<u><u>\$31,200.00</u></u>
Expenditures:	Capital Clubview Park improvement	213-901-974.026	<u>\$31,200.00</u>
		Net Expenditures	<u><u>\$31,200.00</u></u>

Request to increase the budget for the Community Center Park tennis and pickleball court construction. The initial budget for construction was budgeted at \$300,400 and the bid came in at \$407,985, the additional \$107,585 will be the Township's responsibility. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	213-000-699.999	<u>\$107,585.00</u>
		Net Revenues	<u><u>\$107,585.00</u></u>
Expenditures:	Capital Community Center Park Improv	213-901-975.520	<u>\$107,585.00</u>
		Net Expenditures	<u><u>\$107,585.00</u></u>

266 - LAW ENFORCEMENT FUND Total Increase \$30,000.00

Request to increase the budget for Cyber Security Services for training and education. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	266-000-699.999	<u>\$30,000.00</u>
		Net Revenues	<u><u>\$30,000.00</u></u>
Expenditures:	Contractual Services	266-301-818.000	<u>\$30,000.00</u>
		Net Expenditures	<u><u>\$30,000.00</u></u>

Motion to Amend the 2024 Budget (#2)

Move to increase the Bike, Sidewalk, Rec, Roads Fund (BSRII) budget by \$138,785 to \$3,727,400 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund budget by \$30,000 to \$9,636,116 and approve the department line item changes as outlined.

AUTHORIZATIONS AND BIDS

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



**YPSILANTI
TOWNSHIP**
— BUILDING DEPARTMENT —

Trustees
John Newman II
Gloria Peterson
Debbie Swanson
Ryan Hunter

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: David Bellers, Chief Building Official

Date: January 11, 2024

Subject: Request Authorization to accept the quote for \$35,071 from Excel Home Improvement Inc/Wallside Windows for the Community Resource Center restoration at 2057 Tyler Rd.

The Building Department is requesting authorization to accept the noted quote and authorize the work with Excel Home Improvement Inc/Wallside Windows for \$35,071 for the repair of the Community Resource Center located at 2057 Tyler Rd budgeted in GL#101-902-981.060. The attached documents confirm a long-standing affiliation between Excel Home Improvement and Wallside Windows. Wallside Windows pulls the majority of window permits issued in Ypsilanti Township. Although S & W has submitted a lower quote, the Building Department has a greater comfort level with Excel/Wallside due to our many interactions with them over the years.

Due to the age of the building at Tyler Rd, the Building Department sought quotes for renovations. The repairs will focus on the exterior of the building most notably Windows, Siding and Roof. Building Staff have inspected numerous projects Excel/Wallside have worked on, and believe they will do lasting quality work that will extend the life of the Community Resource Center.

The Building Department reached out to four companies for quotes. After beginning the process, it was found to be cheaper to package all the work together even though it will cause a brief closure. Of the four companies contacted two quotes were submitted and the bids received are listed below:

S & W Plus Home Services: \$33,700

Excel Home Improvement Inc/Wallside Windows: \$35,071

Thank you for your consideration.

cc: Doug Winters

FORM / PROPOSAL

Excel Home Improvement
 28345 Goddard Road
 Romulus, MI 48174
 info@excelhomeimprovement.com
 (734) 941-2800

For: Ypsilanti Township
 Job Address: 2057 Tyler Road
 Ypsilanti, MI 48197
 mcromer@ytown.org
 (734) 717-4836

Job Id 2311-5131991-01 Job Name 2057 Tyler Rd Proposal # 1518

Proposal Amount \$14,892.00

Proposal Date 11/28/2023

Description

- 1 **Siding Tear Off**
 Tear Off & Haul Away Existing Siding (Aluminum), Trim, Soffit, Gutters
 Trade Type: SIDING

- 2 **Wolverine American Legend**
 Install Wolverine American Legend Vinyl Siding With 3/8 Polar Wrap Insulation Board Behind it.
 Colonial White Double 4
 Trade Type: SIDING

- 3 **Soffit**
 Install Vinyl To Soffits Putting Vents Every 3-4' Colonial White
 Trade Type: SIDING

- 4 **Trim**
 Install Aluminum Trim To Fascia And Trim Boards Colonial White
 Trade Type: SIDING

- 5 **Openings**
 Install Aluminum Trim At Doors
 Trade Type: SIDING

- 6 **5" Gutters**
 INSTALL 5" Aluminum Seamless Gutters with 2x3 Downspouts
 Trade Type: GUTTERS

- 7 **R/R Awning**
 Remove and reinstall front awning

Total \$14,892.00

Customer Rep Signature:

Carson Claypool

11/28/2023

Customer Signature:

Signature Date

FORM / PROPOSAL



Excel Home Improvement
 28345 Goddard Road
 Romulus, MI 48174
 info@excelhomeimprovement.com
 (734) 941-2800

For: Ypsilanti Township
 Job Address: 2057 Tyler Road
 Ypsilanti, MI 48197
 mcromer@ytown.org
 (734) 717-4836

Job Id 2311-5131991-01	Job Name 2057 Tyler Rd	Proposal # 1519	Proposal Amount	\$12,955.00
Proposal Date 11/28/2023				

#	Description
1	<p>Roof Remove Existing Shingles And Haul Away Install Certaineed Landmark Dimensional Shingles With 6' Ice Gaurd, Synthetic Underlayment, 1 1/2' Drip Edge, Pipe Flanges, Flashings, 90# Rolled Roofing And Ice In Valley If Applicable.</p> <p>Roof Vents</p> <p>Replace 25' 1x6 N/C After 25' Add \$6 Per Foot Replace 1st 2 Sheets of 7/16 OSB N/C Add \$75 Per Sheet If Any Extra Needed Trade Type: ROOFING</p>
2	<p>Roof Remove Existing Shingles And Plywood From Rear Bump Out And Haul Away. Install Certaineed Flintlastic Roofing With New 7/16 OSB Board . Install 1 1/2' Drip Edge At Rear Bump Out .</p> <p>Roof Vents / Ridge Vent</p> <p>Replace 25' 1x6 N/C After 25' Add \$6 Per Foot Replace 1st 2 Sheets of 7/16 OSB N/C Add \$85 Per Sheet If Any Extra Needed Trade Type: ROOFING</p>

Total \$12,955.00

Customer Rep Signature:

Carson Claypool

11/28/2023

Customer Signature:

Signature Date

DATE 11/27/23

Wallside Windows Since 1944

WE CAN DO THAT. WE ARE THE FACTORY.®

27000 West Trolley Industrial Drive, Taylor, Michigan 48180

Phone: 313-292-4400 Toll Free: 800-521-7800

NAME _____ ADDRESS Ypsilanti Twp 2057

TELEPHONE# _____ LEAD# Tyler

ANY SPECIFIED MUNTIN SIZES MUST BE FILLED IN BELOW

EMAIL _____

TYPE OF REMOVAL
 _____ ALUMINUM _____ STEEL _____ STEEL PAN
 _____ STEEL IN BLOCK _____ VINYL _____ WOOD

EXTERIOR: FRAME WOOD
 BRICK ALUMINUM
 BLOCK STEEL

_____ WINDOW COLOR
 _____ TRIM COLOR

YEAR BUILT _____

LOCATION	STYLE	SIZE	SILLS	LOW E REG OR PREM	MUNTINS	BUCKS OR EXT JAMBS	MISC	TOTAL
Back R	Slidin	59/47		Temp 4				2300
Back S	Slidin	59/46						1940
3	R	"						1940
4	R	"					-	1940
5	Bath	DM		Temp 4			-	2100
6	Storage	DM					-	1800
7	Front	DM		Temp 4			-	2300
8	Front	Slidin					-	1940
9	Office	DM						1800
10								
11							\$	18,060
12								
13						1/2 Off Sale		9030
14								
15						20% City Disc		
16							-	1806
17								
18								
19							\$	7224
20								
21								
22								
23								
Sale								
Siding								
Trim								
Gutters & Downs								

+ 400 to get siding back

MARK Tempire 313 353 1623

35-YEAR GUARANTEE

Limited Transferable Warranty on Windows and Doorwalls
Energy Saving Technology Windows

Wallside Windows ^{Since 1944®} WE CAN DO THAT. WE ARE THE FACTORY.®

Job # _____
Mailing: _____

Date Installed: _____
Installed: _____

Items Covered: Windows, doorwalls, frames, sashes, balances, locks, clips, and weather stripping are warranted by Wallside, Inc. to be free from defects in workmanship and materials as provided in this limited Guarantee. *Wallside promises that under normal conditions of use and service the glass unit in the replacement windows and doorwalls will not develop material obstruction of vision resulting from failure of the "hermetic seal," including obstructions between the interior glass surfaces caused by film formation, dust accumulation, or moisture collection.*

Period Of Coverage: From the date above, windows and doorwalls are covered for thirty-five years.

Persons Covered: This Guarantee applies to you and to any person that purchases your home or building from you.

Wallside's Obligations To You: *If any item covered by this Guarantee is defective during the term of this Guarantee, then Wallside will repair or replace that item. Wallside will provide, free of charge, all labor and materials to repair or replace the defective item.* Work will be performed at the installation site. Wallside has complete discretion to decide whether to repair or replace defective items. Because of changes in technology, replacement materials may not be identical to the materials that were originally installed, but they will be of similar or higher quality. This Guarantee does not cover damage to screens, regardless of the cause. This Guarantee does not cover damage after, or resulting from, fire, misuse, abuse, neglect, accident, or Acts of God. If you change or alter any item covered by this Guarantee, then this Guarantee will no longer apply to those items. Your exclusive remedy is the repair or replacement of the defective item(s), as provided in this Guarantee. **THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS GUARANTEE. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Wallside is not responsible for personal injury, property damage, or other incidental or consequential damages related to the items. Wallside's liability under this Guarantee is limited to the cost of the items purchased.

Wallside's employees and representatives cannot change this Guarantee in any way or give any other warranty. Some states may not allow limitations on implied warranties or the exclusion or limitation of relief such as incidental or consequential damages, so the above limitations and exclusions may not apply to you.

This Guarantee gives you specific legal rights and you may also have other rights which may vary from state to state.

Your Obligations: You may request Guarantee service by simply calling 313-292-4400 or writing to Wallside. Any dispute concerning this Guarantee must be handled in a manner, and with the same procedural protections provided, for administrative complaints with the Department of Consumer & Industry Services under MCL § 339.2411(5).

Wallside, Inc.

Date: _____ Signed: _____

01/11/24

Permit Report

Permit	Type	Address	Parcel #	Status	Date Issued	
PB03-3796	Building	5747 BIG PINE DR	K -11-22-459-241	CLOSED	03/27/03	
Per date last inspected		Contractor EXCEL HOME IMPROVEME		Const value 7,324	fee amount 0.00	Amt paid \$104.C
PB03-4145	Building	7061 TEXTILE RD	K -11-21-300-013	CLOSED	05/21/03	
Per date last inspected		Contractor EXCEL HOME IMPROVEME		Const value 6,797	fee amount 0.00	Amt paid \$87.C
PB03-4726	Building	5755 BIG PINE DR	K -11-22-459-240	CLOSED	08/07/03	
Per date last inspected		Contractor EXCEL HOME IMPROVEME		Const value 9,975	fee amount 0.00	Amt paid \$118.C
PB03-5021	Building	7664 E SUMMERDALE CIR	K -11-28-403-013	CLOSED	10/02/03	
Per date last inspected		Contractor EXCEL HOME IMPROVEME		Const value 3,100	fee amount 0.00	Amt paid \$66.C
PB03-5023	Building	7776 THORNHILL DR	K -11-28-403-150	CLOSED	10/02/03	
Per date last inspected		Contractor EXCEL HOME IMPROVEME		Const value 2,500	fee amount 0.00	Amt paid \$59.C
PB13-0008	Building	1358 LEVONA ST	K -11-15-161-012	CLOSED	01/04/13	
Per date last inspected		Contractor EXCEL HOME IMPROVEME		Const value 7,584	fee amount 0.00	Amt paid \$124.C
PB13-0249	Building	380 N HARRIS RD	K -11-02-373-024	FINALED	05/03/13	
Per date last inspected 09/10/14		Contractor EXCEL HOME IMPROVEME		Const value 8,100	fee amount 0.00	Amt paid \$235.C
PB14-0705	Building	1116 E FOREST AVE	K -11-03-462-066	FINALED	09/02/14	
Per date last inspected 04/15/15		Contractor EXCEL HOME IMPROVEME		Const value 4,845	fee amount 0.00	Amt paid \$73.C
PB14-0964	Building	149 ALLEN RD	K -11-02-389-015	FINALED	12/05/14	
Per date last inspected 02/01/18		Contractor EXCEL HOME IMPROVEME		Const value 7,410	fee amount 0.00	Amt paid \$94.C
PB16-0042	Building	568 N HARRIS RD	K -11-02-373-012	CLOSED	01/25/16	
Per date last inspected		Contractor		Const value	fee amount	Amt paid

01/11/24

Permit Report

Permit	Type	Address	Parcel #	Status	Date Issued
		EXCEL HOME IMPROVEME		5,370	0.00 \$85.0
PB16-0248	Building	5759 NEW MEADOW DR	K -11-22-432-150	CLOSED	04/18/16
Per date last inspected	Contractor		Const value	fee amount	Amt paid
	EXCEL HOME IMPROVEME		3,385	0.00	\$71.0
PB21-1349	Res - Siding	1049 HOLMES RD	K -11-03-161-154	CLOSED	12/22/21
Per date last inspected	Contractor		Const value	fee amount	Amt paid
	EXCEL HOME IMPROVEME		17,960	0.00	\$240.0
PB23-1051	Res - Roof	58 S CLUBVIEW DR	K -11-07-300-045	FINALED	10/25/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
12/15/23	EXCEL HOME IMPROVEME		19,510	0.00	\$245.0

Total Permits: 13


Total Fees: **\$1,601.00**

Wallside relationship

Excel Home Improvement <info@excelhomeimprovement.com>

Wed 1/10/2024 2:32 PM

To:Email Distro - Building Department General List <building.info@ypsitownship.org>

 1 attachments (76 KB)

Ypsilanti Twp Letterhead.pdf;

Some people who received this message don't often get email from info@excelhomeimprovement.com. [Learn why this is important](#)

Good afternoon team,

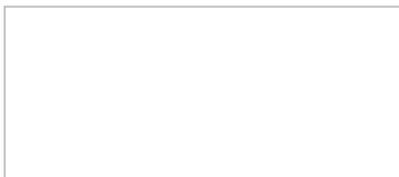
Excel Home Improvement has been affiliated with Wallside for over 20 years! Please see the attached, and let me know if you have any questions.

--

Thank you kindly,

Michelle

734-941-2800





TO:

Ypsilanti Township Building Department
Mike Cromer
734-717-4836
building@ytown.org

DATE:

January 10, 2024

Dear Mr. Cromer,

We hope this letter finds you well. We are writing to inform the Building department of our enduring collaboration with Wallside, a partnership that has thrived for over 20 years.

At Excel Home Improvement, we take pride in our commitment to delivering high-quality services to our clients. Throughout the years, our collaboration with Wallside has been instrumental in achieving this goal.

If there is anything else that you may need, please let me know.


Thank you for your attention to this matter, and we look forward to working with you.


Regards,

Carson Claypool

President

 info@excelhomeimprovement.com

 734-941-2800

 28345 Goddard Road
Romulus, MI 48174

01/11/24

Permit Report

Permit	Type	Address	Parcel #	Status	Date Issued
PB23-0009	Res - Windows	1315 W MICHIGAN AVE	K -11-39-321-035	FINALED	01/09/23
Per date last inspected 03/09/23	Contractor WALLSIDE INC		Const value 7,226	fee amount 0.00	Amt paid \$125.00
PB23-0008	Res - Windows	1315 W MICHIGAN AVE #1	K -11-39-321-035	EXPIRED	01/09/23
Per date last inspected	Contractor WALLSIDE INC		Const value 13,626	fee amount 0.00	Amt paid \$185.00
PB23-0006	Res - Windows	1315 W MICHIGAN AVE #2	K -11-39-321-035	EXPIRED	01/09/23
Per date last inspected	Contractor WALLSIDE INC		Const value 7,226	fee amount 0.00	Amt paid \$125.00
PB23-0021	Res - Windows	9095 ARLINGTON CT	K -11-26-210-057	FINALED	01/13/23
Per date last inspected 09/15/23	Contractor WALLSIDE INC		Const value 10,952	fee amount 0.00	Amt paid \$205.00
PB23-0020	Res - Windows	7833 RAINTREE DR	K -11-21-435-082	EXPIRED	01/13/23
Per date last inspected	Contractor WALLSIDE INC		Const value 4,691	fee amount 0.00	Amt paid \$95.00
PB23-0019	Res - Windows	1181 LEXINGTON PKWY	K -11-03-128-031	FINALED	01/13/23
Per date last inspected 06/15/23	Contractor WALLSIDE INC		Const value 5,154	fee amount 0.00	Amt paid \$105.00
PB23-0030	Res - Windows	1360 PARKWOOD AVE	K -11-10-407-005	EXPIRED	01/18/23
Per date last inspected 06/08/23	Contractor WALLSIDE INC		Const value 8,000	fee amount 0.00	Amt paid \$125.00
PB23-0029	Res - Windows	7086 COPPER CREEK CT	K -11-33-271-362	FINALED	01/18/23
Per date last inspected 12/15/23	Contractor WALLSIDE INC		Const value 2,200	fee amount 0.00	Amt paid \$125.00
PB23-0028	Res - Windows	6370 MEADOWLARK LN	K -11-28-106-033	FINALED	01/18/23
Per date last inspected 06/12/23	Contractor WALLSIDE INC		Const value 17,500	fee amount 0.00	Amt paid \$225.00
PB23-0033	Res - Windows	1427 BYRON AVE	K -11-03-110-024	FINALED	01/23/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid

01/11/24

Permit Report

Permit	Type	Address	Parcel #	Status	Date Issued
10/11/23		WALLSIDE INC		2,533	0.00 \$75.0
PB23-0032	Res - Windows	6420 LUPIN CT	K -11-27-126-144	EXPIRED	01/23/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
	WALLSIDE INC		1,100	0.00	\$75.0
PB23-0031	Res - Windows	7957 LAKE CREST DR	K -11-21-185-202	EXPIRED	01/23/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
06/09/23	WALLSIDE INC		11,690	0.00	\$215.0
PB23-0036	Res - Windows	7109 ROYAL TROON DR	K -11-33-290-174	FINALED	01/26/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
06/08/23	WALLSIDE INC		11,900	0.00	\$165.0
PB23-0042	Res - Windows	6184 ASPEN WAY	K -11-30-201-037	FINALED	01/30/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
06/21/23	WALLSIDE INC		18,545	0.00	\$285.0
PB23-0041	Res - Windows	7461 OAKLAND HILLS DR	K -11-33-268-345	FINALED	01/30/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
05/17/23	WALLSIDE INC		2,785	0.00	\$75.0
PB23-0065	Res - Windows	7244 CYPRESS POINTE DR	K -11-33-260-231	FINALED	02/08/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
07/10/23	WALLSIDE INC		5,400	0.00	\$105.0
PB23-0081	Res - Windows	1680 CLIFFS LNDG 202 E	K -11-15-303-006	FINALED	02/15/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
07/17/23	WALLSIDE INC		3,747	0.00	\$85.0
PB23-0079	Res - Windows	2236 MERRILL AVE	K -11-07-441-034	EXPIRED	02/15/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
	WALLSIDE INC		4,721	0.00	\$95.0
PB23-0078	Res - Windows	5930 EAST ISLAND DR	K -11-23-310-036	FINALED	02/15/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
09/06/23	WALLSIDE INC		4,854	0.00	\$95.0

01/11/24

Permit Report

Permit	Type	Address	Parcel #	Status	Date Issued
PB23-0123	Res - Windows	6234 S MIAMI ST	K -11-27-108-012	FINALED	03/01/23
Per date last inspected 09/14/23	Contractor WALLSIDE INC		Const value 2,860	fee amount 0.00	Amt paid \$75.00
PB23-0122	Res - Windows	7942 BUNTON RD	K -11-35-400-012	FINALED	03/01/23
Per date last inspected 05/09/23	Contractor WALLSIDE INC		Const value 18,215	fee amount 0.00	Amt paid \$235.00
PB23-0121	Res - Windows	611 LYNNE AVE	K -11-03-381-039	FINALED	03/01/23
Per date last inspected 06/08/23	Contractor WALLSIDE INC		Const value 2,246	fee amount 0.00	Amt paid \$75.00
PB23-0119	Res - Windows	7042 MISSION HILLS DR	K -11-33-205-004	FINALED	03/01/23
Per date last inspected 07/26/23	Contractor WALLSIDE INC		Const value 9,800	fee amount 0.00	Amt paid \$195.00
PB23-0118	Res - Windows	7574 STREAMWOOD DR	K -11-33-280-457	FINALED	03/01/23
Per date last inspected 06/15/23	Contractor WALLSIDE INC		Const value 4,150	fee amount 0.00	Amt paid \$95.00
PB23-0172	Res - Windows	6847 STONY CREEK RD	K -11-29-300-009	FINALED	03/16/23
Per date last inspected 08/08/23	Contractor WALLSIDE INC		Const value 14,456	fee amount 0.00	Amt paid \$245.00
PB23-0169	Res - Windows	6973 POPLAR DR	K -11-26-307-242	FINALED	03/16/23
Per date last inspected 06/12/23	Contractor WALLSIDE INC		Const value 12,500	fee amount 0.00	Amt paid \$175.00
PB23-0168	Res - Windows	180 S MANSFIELD ST	K -11-40-312-002	FINALED	03/16/23
Per date last inspected 06/30/23	Contractor WALLSIDE INC		Const value 11,246	fee amount 0.00	Amt paid \$165.00
PB23-0167	Res - Windows	6235 CREEKSIDE CIR	K -11-28-203-058	FINALED	03/16/23
Per date last inspected 07/31/23	Contractor WALLSIDE INC		Const value 7,700	fee amount 0.00	Amt paid \$125.00
PB23-0201	Res - Windows	7905 NEWBURY DR	K -11-33-316-695	FINALED	03/23/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid

01/11/24

Permit Report

Permit	Type	Address	Parcel #	Status	Date Issued
08/21/23		WALLSIDE INC		7,253	0.00 \$175.0
PB23-0200	Res - Windows	8804 TAMARACK LN	K -11-27-125-103	FINALED	03/23/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
06/12/23	WALLSIDE INC		12,429	0.00	\$175.0
PB23-0260	Res - Windows	808 CLIFFS DR 204F	K -11-15-335-048	EXPIRED	04/11/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
	WALLSIDE INC		6,380	0.00	\$115.0
PB23-0258	Res - Windows	7949 MUNGER RD	K -11-31-300-027	ISSUED	04/11/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
01/10/24	WALLSIDE INC		12,866	0.00	\$225.0
PB23-0257	Res - Windows	1200 HOLMES RD	K -11-03-400-013	ISSUED	04/11/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
07/20/23	WALLSIDE INC		20,542	0.00	\$305.0
PB23-0285	Res - Windows	8773 LILLY DR	K -11-27-125-132	FINALED	04/14/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
08/02/23	WALLSIDE INC		1,336	0.00	\$75.0
PB23-0284	Res - Windows	1712 RUSSELL ST	K -11-11-275-002	EXPIRED	04/14/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
	WALLSIDE INC		6,970	0.00	\$115.0
PB23-0283	Res - Windows	1722 FOLEY AVE	K -11-14-287-001	FINALED	04/14/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
07/10/23	WALLSIDE INC		5,842	0.00	\$105.0
PB23-0308	Res - Windows	7033 MAPLELAWN DR	K -11-35-215-202	FINALED	04/24/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
10/06/23	WALLSIDE INC		11,300	0.00	\$215.0
PB23-0307	Res - Windows	1261 LESTER AVE	K -11-15-111-023	FINALED	04/24/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
09/14/23	WALLSIDE INC		3,279	0.00	\$85.0

01/11/24

Permit Report

Permit	Type	Address	Parcel #	Status	Date Issued
PB23-0306	Res - Windows	7713 DOVER DR	K -11-33-401-007	FINALED	04/24/23
Per date last inspected 06/22/23	Contractor WALLSIDE INC		Const value 2,255	fee amount 0.00	Amt paid \$75.00
PB23-0305	Res - Windows	1459 E CHATEAU VERT ST A	K -11-06-230-031	FINALED	04/24/23
Per date last inspected 08/07/23	Contractor WALLSIDE INC		Const value 8,456	fee amount 0.00	Amt paid \$135.00
PB23-0304	Res - Windows	7962 E MEADOWVIEW CT	K -11-21-455-123	FINALED	04/24/23
Per date last inspected 08/10/23	Contractor WALLSIDE INC		Const value 4,450	fee amount 0.00	Amt paid \$95.00
PB23-0303	Res - Windows	841 GROVE RD	K -11-15-290-041	FINALED	04/24/23
Per date last inspected 11/15/23	Contractor WALLSIDE INC		Const value 4,900	fee amount 0.00	Amt paid \$95.00
PB23-0334	Res - Windows	7473 HOGAN DR	K -11-33-283-495	FINALED	04/26/23
Per date last inspected 07/12/23	Contractor WALLSIDE INC		Const value 7,368	fee amount 0.00	Amt paid \$125.00
PB23-0333	Res - Windows	1132 MAPLEWOOD AVE	K -11-10-435-004	EXPIRED	04/26/23
Per date last inspected	Contractor WALLSIDE INC		Const value 3,820	fee amount 0.00	Amt paid \$85.00
PB23-0354	Res - Windows	1082 JANET AVE	K -11-15-432-004	FINALED	05/03/23
Per date last inspected 08/08/23	Contractor WALLSIDE INC		Const value 9,018	fee amount 0.00	Amt paid \$195.00
PB23-0375	Res - Windows	8683 LILLY DR	K -11-27-124-153	ISSUED	05/09/23
Per date last inspected 10/05/23	Contractor WALLSIDE INC		Const value 3,000	fee amount 0.00	Amt paid \$125.00
PB23-0374	Res - Windows	7826 DOVER DR	K -11-33-402-010	FINALED	05/09/23
Per date last inspected 09/06/23	Contractor WALLSIDE INC		Const value 8,400	fee amount 0.00	Amt paid \$135.00
PB23-0439	Res - Windows	5773 NEW MEADOW DR	K -11-22-432-152	FINALED	05/22/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid

01/11/24

Permit Report

Permit	Type	Address	Parcel #	Status	Date Issued
12/07/23		WALLSIDE INC		6,141	0.00 \$115.0
PB23-0438	Res - Windows	611 N MIAMI AVE	K -11-03-477-011	FINALED	05/22/23
Per date last inspected		Contractor		Const value	fee amount Amt paid
08/15/23		WALLSIDE INC		6,260	0.00 \$115.0
PB23-0442	Res - Windows	1211 RUE DEAUVILLE BLVD	K -11-03-201-023	EXPIRED	05/22/23
Per date last inspected		Contractor		Const value	fee amount Amt paid
		WALLSIDE INC		2,605	0.00 \$75.0
PB23-0469	Res - Windows	1471 E CHATEAU VERT ST A	K -11-06-230-030	FINALED	05/26/23
Per date last inspected		Contractor		Const value	fee amount Amt paid
09/15/23		WALLSIDE INC		4,228	0.00 \$55.0
PB23-0472	Res - Windows	5360 MICHAEL DR	K -11-22-309-139	FINALED	05/30/23
Per date last inspected		Contractor		Const value	fee amount Amt paid
09/11/23		WALLSIDE INC		24,526	0.00 \$310.0
PB23-0484	Res - Windows	1955 EMERSON AVE	K -11-14-485-010	FINALED	06/02/23
Per date last inspected		Contractor		Const value	fee amount Amt paid
10/06/23		WALLSIDE INC		1,840	0.00 \$125.0
PB23-0518	Res - Windows	8026 EDEN CT	K -11-28-112-126	FINALED	06/12/23
Per date last inspected		Contractor		Const value	fee amount Amt paid
10/25/23		WALLSIDE INC		12,360	0.00 \$225.0
PB23-0519	Res - Windows	7011 RACHEL DR	K -11-33-303-190	SUSPENDED (FE	06/12/23
Per date last inspected		Contractor		Const value	fee amount Amt paid
01/10/24		WALLSIDE INC		8,964	50.00 \$235.0
PB23-0520	Res - Windows	7442 SPY GLASS LN	K -11-33-290-062	EXPIRED	06/12/23
Per date last inspected		Contractor		Const value	fee amount Amt paid
		WALLSIDE INC		29,970	0.00 \$345.0
PB23-0521	Res - Windows	1195 GROVE RD	K -11-15-406-020	FINALED	06/12/23
Per date last inspected		Contractor		Const value	fee amount Amt paid
08/07/23		WALLSIDE INC		10,892	0.00 \$155.0

01/11/24

Permit Report

Permit	Type	Address	Parcel #	Status	Date Issued
PB23-0517	Res - Windows	6564 ENCHANTED DR	K -11-28-410-175	FINALED	06/12/23
Per date last inspected 10/12/23	Contractor WALLSIDE INC		Const value 14,160	fee amount 0.00	Amt paid \$245.00
PB23-0537	Res - Windows	6866 POPLAR DR	K -11-26-306-232	FINALED	06/14/23
Per date last inspected 12/12/23	Contractor WALLSIDE INC		Const value 11,356	fee amount 0.00	Amt paid \$215.00
PB23-0536	Res - Windows	7918 BERWICK DR	K -11-33-313-472	FINALED	06/14/23
Per date last inspected 11/07/23	Contractor WALLSIDE INC		Const value 16,560	fee amount 0.00	Amt paid \$215.00
PB23-0541	Res - Windows	7479 DORAL DR	K -11-33-267-329	FINALED	06/14/23
Per date last inspected 10/13/23	Contractor WALLSIDE INC		Const value 25,000	fee amount 0.00	Amt paid \$345.00
PB23-0542	Res - Windows	7092 MAPLELAWN DR	K -11-35-223-180	FINALED	06/14/23
Per date last inspected 09/07/23	Contractor WALLSIDE INC		Const value 10,956	fee amount 0.00	Amt paid \$155.00
PB23-0551	Res - Windows	7535 TUTTLE HILL RD	K -11-35-300-045	FINALED	06/14/23
Per date last inspected 10/03/23	Contractor WALLSIDE INC		Const value 1,852	fee amount 0.00	Amt paid \$125.00
PB23-0564	Res - Windows	8679 TRILLIUM DR	K -11-27-127-178	ISSUED	06/20/23
Per date last inspected 11/06/23	Contractor WALLSIDE INC		Const value 27,984	fee amount 0.00	Amt paid \$375.00
PB23-0597	Res - Windows	7833 RAINTREE DR	K -11-21-435-082	FINALED	06/29/23
Per date last inspected 08/07/23	Contractor WALLSIDE INC		Const value 4,398	fee amount 0.00	Amt paid \$95.00
PB23-0620	Res - Windows	2404 BURNS AVE	K -11-07-162-013	EXPIRED	06/30/23
Per date last inspected	Contractor WALLSIDE INC		Const value 3,800	fee amount 0.00	Amt paid \$85.00
PB23-0619	Res - Windows	389 CARRIAGE WAY	K -11-07-459-166	FINALED	06/30/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid

01/11/24

Permit Report

Permit	Type	Address	Parcel #	Status	Date Issued
12/07/23		WALLSIDE INC		8,816	0.00 \$135.0
PB23-0627	Res - Windows	9361 S HURON RIVER DR	K -11-23-300-016	FINALED	07/06/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
10/06/23	WALLSIDE INC		6,895	0.00	\$115.0
PB23-0662	Res - Windows	8076 CREEK BEND DR	K -11-28-117-269	FINALED	07/14/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
12/11/23	WALLSIDE INC		1,900	0.00	\$75.0
PB23-0660	Res - Windows	1233 HULL AVE	K -11-15-186-026	EXPIRED	07/14/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
	WALLSIDE INC		1,079	0.00	\$75.0
PB23-0668	Res - Windows	2808 ROUNDTREE BLVD	K -11-18-220-139	FINALED	07/19/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
12/22/23	WALLSIDE INC		4,300	0.00	\$145.0
PB23-0664	Res - Windows	1754 SMITH ST	K -11-14-455-013	ISSUED	07/19/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
10/05/23	WALLSIDE INC		6,000	0.00	\$155.0
PB23-0684	Res - Windows	10810 TEXTILE RD	K -11-25-100-020	FINALED	07/28/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
10/31/23	WALLSIDE INC		7,800	0.00	\$125.0
PB23-0692	Res - Windows	7454 SPY GLASS LN	K -11-33-290-063	ISSUED	07/28/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
	WALLSIDE INC		8,649	0.00	\$135.0
PB23-0691	Res - Windows	2285 MCKINLEY AVE	K -11-07-441-005	FINALED	07/28/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
11/09/23	WALLSIDE INC		3,990	0.00	\$85.0
PB23-0747	Res - Windows	1015 JUNEAU RD	K -11-15-288-019	FINALED	08/09/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
11/20/23	WALLSIDE INC		4,656	0.00	\$95.0

01/11/24

Permit Report

Permit	Type	Address	Parcel #	Status	Date Issued
PB23-0771	Res - Windows	6435 ENCHANTED DR	K -11-28-116-058	ISSUED	08/18/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
	WALLSIDE INC		9,700	0.00	\$145.00
PB23-0770	Res - Windows	485 EASTMAN AVE	K -11-06-376-012	FINALED	08/18/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
11/13/23	WALLSIDE INC		10,553	0.00	\$155.00
PB23-0769	Res - Windows	7190 SPY GLASS LN	K -11-33-290-091	FINALED	08/18/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
11/06/23	WALLSIDE INC		10,295	0.00	\$155.00
PB23-0768	Res - Windows	5408 GRAYFIELD CIR	K -11-22-429-317	FINALED	08/18/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
11/06/23	WALLSIDE INC		5,390	0.00	\$105.00
PB23-0767	Res - Windows	7332 HOMESTEAD RD	K -11-33-290-036	FINALED	08/18/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
11/07/23	WALLSIDE INC		9,100	0.00	\$145.00
PB23-0766	Res - Windows	8721 AMARANTH LN	K -11-27-409-191	ISSUED	08/18/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
	WALLSIDE INC		17,180	0.00	\$225.00
PB23-0775	Res - Windows	511 EUGENE ST	K -11-11-430-013	ISSUED	08/29/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
12/07/23	WALLSIDE INC		7,150	0.00	\$175.00
PB23-0774	Res - Windows	8142 LAKE CREST DR	K -11-22-252-048	FINALED	08/29/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
12/13/23	WALLSIDE INC		1,440	0.00	\$75.00
PB23-0849	Building	7239 STONY CREEK RD	K -11-32-200-045	FINALED	09/06/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
11/03/23	WALLSIDE INC		16,832	0.00	\$215.00
PB23-0870	Res - Windows	800 CLIFFS DR 107F	K -11-15-335-043	ISSUED	09/19/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid

01/11/24

Permit Report

Permit	Type	Address	Parcel #	Status	Date Issued
		WALLSIDE INC		7,765	0.00 \$125.0
PB23-0903	Res - Windows	7331 SPY GLASS LN	K -11-33-290-113	ISSUED	09/21/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
	WALLSIDE INC		12,727	0.00	\$175.0
PB23-0941	Res - Windows	1323 SHIRLEY DR	K -11-15-405-027	ISSUED	09/27/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
	WALLSIDE INC		0	0.00	\$75.0
PB23-0940	Res - Windows	3052 ROUNDTREE BLVD	K -11-18-220-032	ISSUED	09/27/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
	WALLSIDE INC		0	0.00	\$105.0
PB23-0939	Res - Windows	725 E GRAND BLVD	K -11-02-327-028	ISSUED	09/27/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
01/09/24	WALLSIDE INC		9,500	0.00	\$145.0
PB23-0938	Res - Windows	1293 PAGEANT AVE	K -11-03-110-033	FINALED	09/27/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
01/08/24	WALLSIDE INC		0	0.00	\$115.0
PB23-0937	Res - Windows	2308 HOLMES RD	K -11-02-406-017	ISSUED	09/27/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
	WALLSIDE INC		1,049	0.00	\$75.0
PB23-0936	Res - Windows	144 CAMPBELL AVE	K -11-10-210-002	ISSUED	09/27/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
	WALLSIDE INC		9,102	0.00	\$145.0
PB23-0947	Res - Windows	7129 MAPLELAWN DR	K -11-35-215-194	ISSUED	10/03/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
	WALLSIDE INC		23,324	0.00	\$285.0
PB23-0553	Building	1197 RUE DEAUVILLE BLVD	K -11-03-201-022	FINALED	10/05/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
10/11/23	WALLSIDE INC		3,345	0.00	\$85.0

01/11/24

Permit Report

Permit	Type	Address	Parcel #	Status	Date Issued
PB23-1009	Res - Windows	7083 RACHEL DR	K -11-33-303-184	SUSPENDED (FE	10/16/23
Per date last inspected 01/08/24	Contractor WALLSIDE INC		Const value 5,700	fee amount 50.00	Amt paid \$155.00
PB23-1008	Res - Windows	1350 ELLIS RD	K -11-18-451-019	ISSUED	10/16/23
Per date last inspected	Contractor WALLSIDE INC		Const value 4,869	fee amount 0.00	Amt paid \$95.00
PB23-1007	Res - Windows	429 CAMPBELL AVE	K -11-03-380-013	SUSPENDED (FE	10/16/23
Per date last inspected 01/08/24	Contractor WALLSIDE INC		Const value 5,954	fee amount 50.00	Amt paid \$155.00
PB23-1036	Res - Windows	2442 ROANOAKE DR	K -11-07-454-074	FINALED	10/24/23
Per date last inspected 01/09/24	Contractor WALLSIDE INC		Const value 0	fee amount 0.00	Amt paid \$75.00
PB23-1034	Res - Windows	7838 GREENE FARM DR	K -11-33-405-039	ISSUED	10/24/23
Per date last inspected	Contractor WALLSIDE INC		Const value 0	fee amount 0.00	Amt paid \$105.00
PB23-1064	Res - Windows	5510 GRAYFIELD CIR	K -11-22-429-300	ISSUED	10/27/23
Per date last inspected	Contractor WALLSIDE INC		Const value 3,392	fee amount 0.00	Amt paid \$85.00
PB23-0795	Building	7226 SPY GLASS LN	K -11-33-290-094	FINALED	10/31/23
Per date last inspected 10/31/23	Contractor WALLSIDE INC		Const value 4,905	fee amount 0.00	Amt paid \$95.00
PB23-1084	Res - Windows	1029 ZEPHYR ST	K -11-14-131-003	ISSUED	11/02/23
Per date last inspected	Contractor WALLSIDE INC		Const value 0	fee amount 0.00	Amt paid \$95.00
PB23-1082	Res - Windows	7723 GREENE FARM DR	K -11-33-408-122	FINALED	11/08/23
Per date last inspected 11/17/23	Contractor WALLSIDE INC		Const value 14,369	fee amount 0.00	Amt paid \$195.00
PB23-1125	Res - Windows	7493 ESSEX DR	K -11-33-316-647	ISSUED	11/17/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid

01/11/24

Permit Report

Permit	Type	Address	Parcel #	Status	Date Issued
		WALLSIDE INC		0	0.00 \$115.0
PB23-1138	Res - Windows	1591 WINGATE BLVD	K -11-14-262-046	ISSUED	11/27/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
	WALLSIDE INC		1,940	0.00	\$75.0
PB23-1137	Res - Windows	210 SPENCER LN	K -11-02-408-012	ISSUED	11/27/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
	WALLSIDE INC		10,500	0.00	\$155.0
PB23-1167	Res - Windows	5230 SCHOONER COVE BLV	K -11-22-170-008	ISSUED	12/06/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
	WALLSIDE INC		2,750	0.00	\$75.0
PB23-1166	Res - Windows	7327 LOCHMOOR DR	K -11-33-250-112	ISSUED	12/06/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
	WALLSIDE INC		20,671	0.00	\$255.0
PB23-1165	Res - Windows	7574 STREAMWOOD DR	K -11-33-280-457	ISSUED	12/06/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
	WALLSIDE INC		2,302	0.00	\$75.0
PB23-1164	Res - Windows	8026 EDEN CT	K -11-28-112-126	ISSUED	12/06/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
	WALLSIDE INC		4,640	0.00	\$95.0
PB23-1174	Res - Roof	1410 W MICHIGAN AVE	K -11-39-211-025	ISSUED	12/07/23
Per date last inspected	Contractor		Const value	fee amount	Amt paid
	WALLSIDE INC		3,883	0.00	\$85.0

Total Permits: 112

Total Fees: **\$16,085.00**



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

TO: Heather Jarrell Roe – Township Clerk

CC: Lisa Stanfield – Deputy Township Clerk
Board of Trustees – Charter Township of Ypsilanti

FROM: Stan Eldridge – Township Treasurer
Travis McDugald – Information Services Manager
Elizabeth Cuellar – Deputy Supervisor

RE: Recommendation to award professional services contract for Cyber Security to SensCy with the funds to cover the costs budgeted in line item#266.301.818.000, contingent upon budget amendment.

DATE: January 30, 2024

The Charter Township of Ypsilanti Cyber Security Work Group has met and discussed a Pilot Program to assist in the training of township employees and community members, as it relates to Cyber Security. The idea for this pilot project came from a suggestion by Supervisor Stumbo, as several members of our community have been victims of cyber-crimes and discussed with Treasurer Eldridge. Our goal as a township is to better assist and protect others against cyber threats, which are increasing at an alarming pace and victimizing members throughout our community.

A total of twenty-five bids were received from the RFP process. The Work Group reviewed all of the received responses and selected three companies for additional follow up, which was conducted via a separate Zoom meeting for each one.

While each of the finalists were impressive, the work group selected SensCy, as its proposal best mirrors the goals of the Township, as laid out in the original RFP. This is a 1-year Pilot Program, and it is designed to assist up to 10,000 community members through a series of in-person and on-line community meetings. Thus, the Cyber Security Work Group recommends that the full Township Board of Trustees provide approval to direct the Charter Township of Ypsilanti Attorney to enter into a consulting contract with SensCy in an amount not to exceed \$30,000.00. The money is budgeted in Contractual Services 266.301.818.000, contingent upon an approved budget amendment.

Proposals were received from:

<u>COMPANY</u>	<u>AMOUNT</u>	<u>COMPANY</u>	<u>AMOUNT</u>
Black Rock Technologies	\$33,820.00	Aspire Cyber, LLC	\$175.00
CyberForceQ, LLC	\$78,480.00	Certus Cybersecurity Solutions LLC	\$181,030.00
Global Solutions Group Inc.	\$49,975.00	Certus Cybersecurity Solutions LLC-B	\$226,680.00
Securely Yours LLC	\$76,000.00	eTrepid Inc	\$278,800.00
SensCy	\$30,000.00	Grayline Group	\$344,000.00
True North Consulting Group	\$36,445.00	Lancesoft Inc.	\$33,000.00
Sentinel Technologies Inc.	\$51,335.00	Nsight365 LLC	\$2,986,511.00
Naya Group LLC	\$138,788.00	RSI Systems, Inc. dba RSI Security	\$94,950.00
Meerkat Cyber, LLC	\$65,180.00	SoftSages LLC	\$120,000.00
ImageTech	\$700,900.00	Solutions3 LLC	\$192,000.00
Cyberdome America LLC	\$372,000.00	TAC Security Inc.	\$45,000.00
Affinity IT LLC	\$59,000.00	The C.A.S.E. Engineering Group	\$1,355,955.00
Alliant Cybersecurity LLC	\$68,090.00		



PROPOSAL FOR CYBERSECURITY SERVICES

OCTOBER 2023





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INTRODUCTION

The Ypsilanti Township (“Township”) is soliciting proposals to provide cybersecurity services. The township is located east of Ann Arbor and west of Detroit along the I-94 corridor. The township services a population of approximately 58,000 residents.

The township has seen an uptick in residents victimized by cybersecurity threats and the township wants to educate the residents on cybersecurity awareness.

SensCy is a cybersecurity company located in Ann Arbor, Michigan focused on serving small and medium sized organizations including local government. SensCy developed an affordable wrap-around cybersecurity program based on the National Institute of Standards and Technology (NIST) framework focusing on the five pillars of cybersecurity: identify, detect, protect, respond, and recover.



SensCy invented the SensCy Score™ which is like a credit score for an organization's cyberhealth. The SensCy Score is derived from a thirty minute cyberhealth assessment that examines over one-hundred cybersecurity data points and delivers an organization's cyberhealth score. An organization's SensCy Score becomes the basis from which SensCy builds the organization's cyberhealth plan designed to make an organization better protected from cybercriminals, better prepared to respond, and able to recover should a cybersecurity incident occur.

SensCy provides each client with cybersecurity awareness training, simulated phishing campaigns, vulnerability and dark web scanning and more. SensCy provides clients with an assigned cyber advocate - a cybersecurity professional to guide the organization through their cybersecurity improvement journey along with a technology portal and platform to provide visibility into progress and the ongoing cybersecurity monitoring technology provided by SensCy.

SensCy is led by senior executives who have over 100 years of combined Information Technology and cybersecurity experience and are recognized experts in our field. Company management also possesses extensive business and entrepreneurial expertise where the founders have started and managed multiple successful startups, raised capital and have served thousands of customers.

SensCy Leadership Team	Prior Experience
Rick Snyder, Chief Executive Officer	Partner PwC, CEO Gateway Computer, Avalon, Ardesta, 48th Governor of the State of Michigan https://www.linkedin.com/in/governorricksnyder/
Bhushan Kulkarni, Chief Operating Officer	Founder of InfoReady and GDI https://www.linkedin.com/in/bhushankulkarni1/
David Behen, Chief Client Success Officer	CIO of Washtenaw County, State of Michigan, and La-Z-Boy https://www.linkedin.com/in/davidbehen/
Dave Kelly, Chief Technology Officer	Director of Michigan State Police Cyber Command, CSO ibi and TIBCO https://www.linkedin.com/in/dave-kelly-senscy/
Raj Patel, Chief Growth Officer	KPMG, Partner Plante Moran Cybersecurity https://www.linkedin.com/in/raj2patel/

BID SECTION 3: PREPARATION AND SUBMITTAL

- 3.2.1 - Execution of offer (see section 7)
- 3.2.2 - Proposer's Questionnaire (see section 6)
- 3.2.3 - Overview of proposed system / scope of services (see section 4)
- 3.2.4 - Sample Services (see appendix A)
- 3.2.5 - Cost Proposal (see section 5)
- 3.2.6 - Additional Information (see appendix B)

BID SECTION 4: SENS CY SCOPE OF WORK

SensCy is uniquely positioned to meet and exceed the cybersecurity needs of both Ypsilanti Township and its residents.

4.2.1 SensCy will design and implement cybersecurity services for both the 110 employees of Ypsilanti Township, and for township residents throughout the year.

4.2.1a SensCy will deliver cybersecurity awareness training videos every other month to both the employees of Ypsilanti Township and the residents of the township. SensCy will administer, deliver, track, and monitor all of the training and training results, provide the township a portal where they can view the results and provide a cyber advocate to go over the results with the township.

Ypsilanti Township Employees: the township will provide SensCy with the names and email addresses of the township employees and SensCy will administer the training.

Ypsilanti Township Residents: the township will collect the names and email addresses of the residents who sign up for the training and provide them to SensCy during the open enrollment period(s). SensCy proposes open enrollment for township residents during the months of March, June, and October (which is cybersecurity awareness month). SensCy will administer the training.

4.2.1b SensCy will deliver simulated phishing campaigns designed to educate township employees on how to recognize the latest phishing techniques used by cybercriminals. Should an employee click on a link or download an attachment, the SensCy simulated phishing emails will provide township employees with immediate feedback and education on how they could have recognized the email as a phishing attempt. Additionally, SensCy will provide the township with reports on how employees have performed on the phishing simulations (number of emails sent, who opened the emails, who clicked on the link or downloaded the attachment, overall township performance percentages, etc.). The SensCy cyber advocate assigned to the township will go over the results with the township during touchpoint video calls.

4.2.2 SensCy will assign a cyber advocate to the township. The cyber advocate will be responsible to the township to provide guidance on the township's cybersecurity journey. The cyber advocate will help the township improve their SensCy Score, work through the cyberhealth plan and incident response plan, alert the township if SensCy finds anything of concern via external vulnerability scanning, dark web scanning, or threat feed monitoring, monitor training and phishing results, and be available to answer any cybersecurity questions. The SensCy cyber advocate will conduct monthly touchpoints with the person(s) assigned by the township as the township point of contact. Additionally, a SensCy senior leader will provide a cybersecurity threat briefing to the township leadership at least annually.

4.2.3 SensCy built a proprietary cyberhealth evaluation that is based on the National Institute of Standards and Technology (NIST) framework and incorporates the five pillars of a sound cybersecurity program: identify, detect, protect, respond, recover. SensCy will perform this evaluation for the township to determine a baseline. Additionally, as the township implements the SensCy solution, the township will be able to see the SensCy Score improvements in real-time on their dashboard.

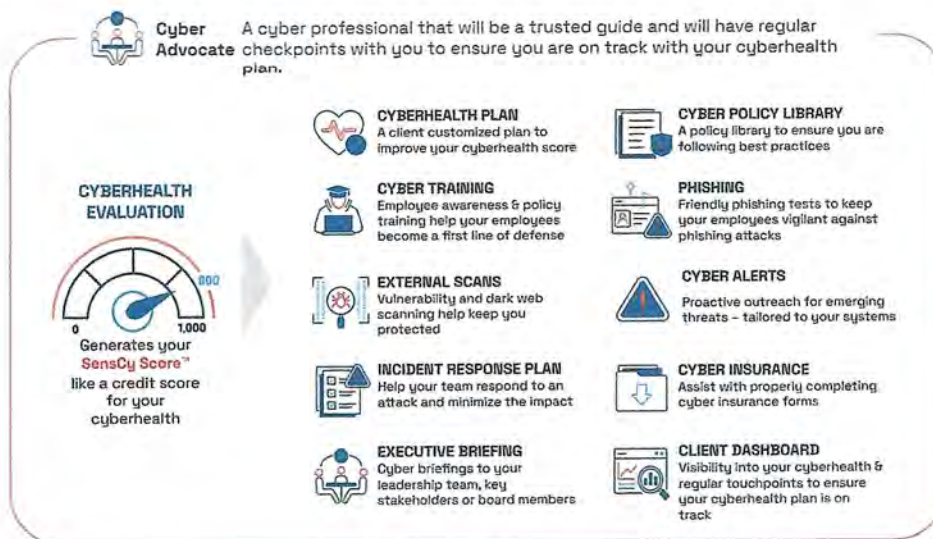
4.2.4 SensCy will provide the township with a cybersecurity policy library. The policies will be accessible to the township inside the SensCy portal. The SensCy cyber advocate will review the policies with the township leadership and/or assigned contact person. SensCy will incorporate policy training into the SensCy cybersecurity awareness training for all township employees. SensCy will ensure that policies are updated at least annually.

4.2.5 SensCy will persistently scan the dark web for any township information including but not limited to: email addresses, credentials, or financial information. SensCy will immediately notify the township of any findings and provide recommended remediation steps.

4.2.6 SensCy will provide the township with assistance in completing cybersecurity insurance renewal forms/applications and help answer any cybersecurity questions posed by insurance carriers or brokers.

4.2.7 SensCy will create a custom portal for the township where employees can access training and policies. Additionally, township leadership will be able to monitor cybersecurity progress and compliance inside this portal.

See the below diagram for a visual representation of the SensCy cybersecurity solution.



BID SECTION 5: PRICING

Proposal of: SensCy, Inc.

To: Ypsilanti Township

RFP Title: CYBERSECURITY SERVICES

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the services required pursuant to the above-referenced Request for Proposal upon the terms quoted below.

5.1 Pricing for Services

Proposer shall include in Proposal a pricing list of all services required for this project as described in Section 4. Do NOT use "To Be Determined" or similar annotations for cost estimates.

Price per Year: \$29,200

Pricing Breakdown:

SensCy Service License	Annual Subscription Fee
Standard Subscription	\$18,000
Government Discount - 10%	(\$1,800)
Citizen Cyber Program (up to 10k individual residents)	\$13,000

Pricing presumes the township pays for the year upon execution of the contract. SensCy will bill the township after the kickoff meeting.

See below for a time-table of onboarding phases, responsibilities and deliverables.

Deliverable	Interval	Client Responsibility	Client Time Commitment
Onboarding	4 - 6 Weeks (includes process to onboard new clients to our portal, add users, add hardware/software inventory, develop cyberhealth plan and deliver incident response plan.)		
Assign SensCy Cyber Advocate	At Kickoff	n/a	n/a
Client Kickoff Call	Once	Provide point of contact	30 minutes
Initial Cyberhealth Evaluation/Assessment	Once/during onboarding	Provide a point of contact with knowledge of I.T. systems/policies	60 minutes
Cyberhealth plan & incident response plan	Annually	Provide a point of contact with knowledge of I.T. systems/policies	60 minutes
Ongoing Client Success	Monthly (includes our on-going full cybersecurity solution we proactively provide to our clients, guided by SensCy Cyber Advocate)		
Confirmation of key cyberhealth activities, phishing results	Monthly	Provide a point of contact with knowledge of I.T. systems/policies	15 – 30 minutes
Notification to client of threat activity/identified vulnerabilities	As needed	Provide a point of contact with knowledge of I.T. systems/policies	15 – 30 minutes
Phishing Campaigns	Every other month	All employees with company email address	1-5 minutes
Briefings to leadership team, key stakeholders, or board	Annual	Schedule stakeholders for briefing	30 minutes
Cybersecurity awareness training & policy training	Every other month	Provide SensCy with list of employee names, email addresses Commit to requirement for employees to complete training	5 - 10 minutes (per employee)

BID SECTION 6: PROPOSER'S GENERAL QUESTIONNAIRE

Proposals must include responses to the questions contained in this Proposer's General Questionnaire. The proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, the Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. The proposer will explain the reason when responding N/A or N/R.

Proposer Profile

6.1.1 Number of years in Business: **2**

State of incorporation: **Delaware**

Number of Employees: **14**

Name of Parent Corporation, if any: **None**

6.1.2 State whether Proposer will provide a copy of its financial statements for the past two (2) years, if requested by the Township. **Yes**

6.1.3 Is Proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, Proposer will explain the expected impact, both in organizational and directional terms. **No**

6.1.4 Is Proposer currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution. **No**

6.1.5 Proposer will provide a customer reference list of no less than three (3) organizations with which Proposer currently has contracts and/or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by Township’s RFP. Proposer will include in its customer reference list the customer’s company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Proposer.

Client	Contact Name	Phone	Project	Length of Relationship	Scope of Services
Plymouth Township	Kurt Heise	(734) 354-3201	Sensible Cyber Platinum Subscription	1 year	SensCy solution subscription, similar to that proposed for Ypsilanti Township
Government Consulting Services	Kirk Profit	(517) 484-6216	Sensible Cyber Gold Subscription	1 year	SensCy solution subscription, similar to that proposed for Ypsilanti Township
Accounting Aid Society	Priscilla Perkins	(313) 556 - 1940 ext 0096	Sensible Cyber Silver Subscription	in year 2	SensCy solution subscription, similar to that proposed for Ypsilanti Township

6.1.6 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of Township? If yes, Proposer will explain. **No**

6.2 Miscellaneous

6.2.1 Proposer will provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to Township.

1. **In addition to persistent dark web scanning, the SensCy proposal includes persistent external vulnerability scanning. The SensCy external vulnerability scan will persistently scan any township technology that is publicly facing. SensCy will provide suggested remediation steps for any vulnerabilities identified.**
2. **SensCy proposes quarterly [1] hour meetings via zoom or in person for Ypsilanti Township residents to allow residents to ask questions related to protecting themselves from cybercriminals. SensCy views this as a cybersecurity "help desk" service for the residents of Ypsilanti Township.**
3. **SensCy will provide a step-by-step cybersecurity incident response plan customized for the township and guided by the SensCy cyber advocate. The incident response plan will be available in the township's SensCy portal in the event of a cyber incident. SensCy will ensure that the cybersecurity incident response plan is updated at least annually.**
4. **SensCy will provide tutorials for township employees on how to secure their applications. These tutorials will be in the township's SensCy portal and will cover a variety of popular applications used by the township and personally by township employees (ex. Facebook, X formerly Twitter, LinkedIn, Microsoft Products, Google G-Suite products, and more)**
5. **As part of the onboarding process, SensCy will take inventory of the township's software and hardware and then use threat feed monitoring tools to alert the township of any vulnerabilities that require patching. SensCy will contact the township point(s) of contact in the event of a vulnerability detection and provide suggested remediation steps to close the vulnerability.**

6.2.2 Proposer will provide details describing any unique or special services or benefits offered or advantages to be gained by Township from doing business with Proposer. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

- 1. SensCy would like to help make the Ypsilanti Township citizen cyber program the model for other communities. SensCy will assist Ypsilanti Township with any marketing efforts to promote the program and bring awareness to the residents of the township.**
- 2. At the township's request, SensCy will act as a trusted guide and advise the township on any additional cybersecurity products that the township is considering purchasing.**
- 3. The Township will have access to SensCy's thought leadership webinars and articles.**
- 4. SensCy will provide the township with a toolkit to promote cybersecurity during Cybersecurity Awareness month in October of each year.**

6.2.3 Does Proposer have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Proposer will provide a copy of the plan.

SensCy's contingency and recovery plan is incorporated into our cybersecurity incident response plan and can be provided upon request and under a Non-Disclosure Agreement.

BID SECTION 7: EXECUTION OF OFFER

Proposal of: SensCy, Inc.

To: Ypsilanti Township

RFP Title: CYBERSECURITY SERVICES

This Proposal shall remain in effect for the Proposal Validity Period (ref Section 3.3) and shall be exclusive of federal excise and state and local sales tax (exempt).

The person signing this Response on behalf of the Proposer represents to Owner that:

- (1) The information provided herein is true, complete and accurate to the best of the knowledge and belief of the undersigned; and
- (2) He/she has full authority to execute this response
- (3) Proposer has received the Addenda to this RFP.

Executed this 2ND day of NOVEMBER, 2023

SensCy, Inc.

Entity Name



Signature

455 East Eisenhower Pkwy, Suite 300

Street & Mailing Address

Dave Kelly

Print Name of Signatory

Ann Arbor, MI 48180

Township, State, and Zip

Chief Technology Officer

Title of Signatory

734-276-9891

Telephone Number

DaveKelly@SensCy.com

Email Address

248-821-8888

Mobile Number

ADDENDUM

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS, as defined by law.

Vendor: **SensCy, Inc.**

Legal Name: **SensCy**

Street Address: **455 E. Eisenhower Pkwy. Suite 300**

City: **Ann Arbor**

State: **Mi**


Zip: **48108**

Corporate I.D.: **87-3692886**

Number / State: **802771190 / Michigan**

Taxpayer I.D. #: **87-3692886**

The undersigned, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the Charter Township of Ypsilanti. I have reviewed the terms and conditions and insurance requirements prior to submitting this bid solicitation.

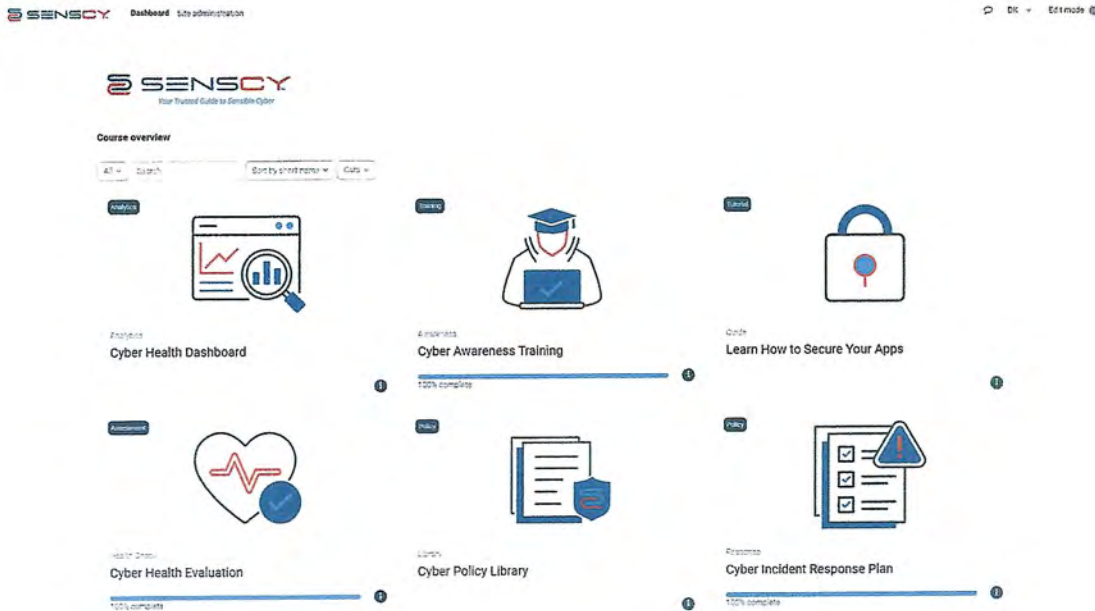
 C.T.O.
Signature Title

SENSCY 11/2/2023
Company Date

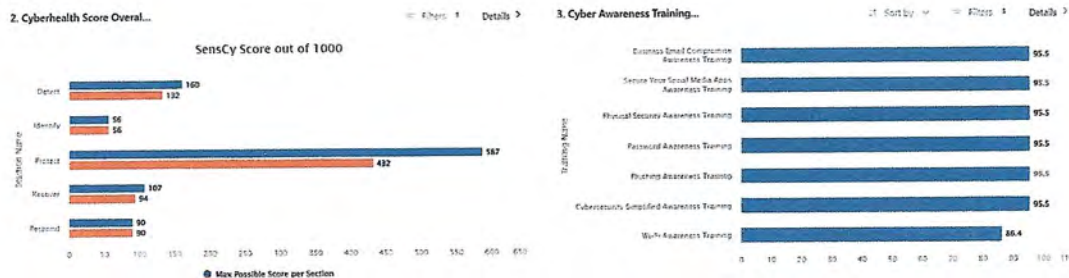
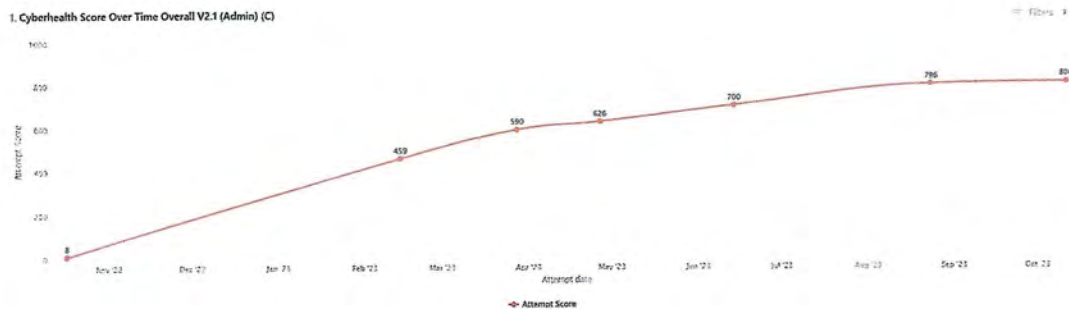
THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

APPENDIX A: SAMPLE SERVICES & WORK PRODUCT

Client Dashboard

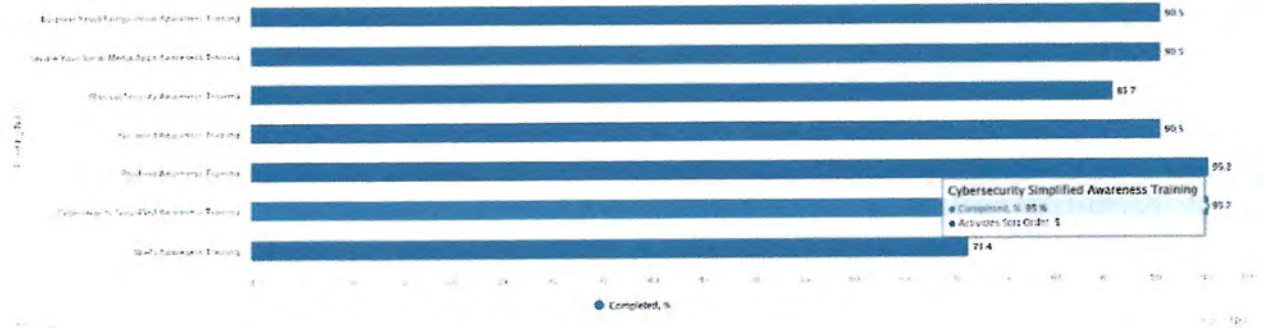


Client Dashboard - Tracking results and metrics



Cyber Awareness Training - Tracking results

3. Cyber Awareness Training Overall



Cyber Awareness Training Details Overall

Full Name	Training Name	Enrolled At	Completion Status
	Phishing Awareness Training	2022-08-17	Status Complete
	Smishing Awareness Training	2022-07-17	Status Complete
	Spikeware Awareness Training	2022-07-16	Status Complete
	Voicemail Awareness Training	2022-07-16	Status Complete

Cyber Awareness Training - Questions (upon completion of video training)



Why is a strong password important?

So I can hide important information from my coworkers

It is not important

So I am the only one with the keys to my data

0/1

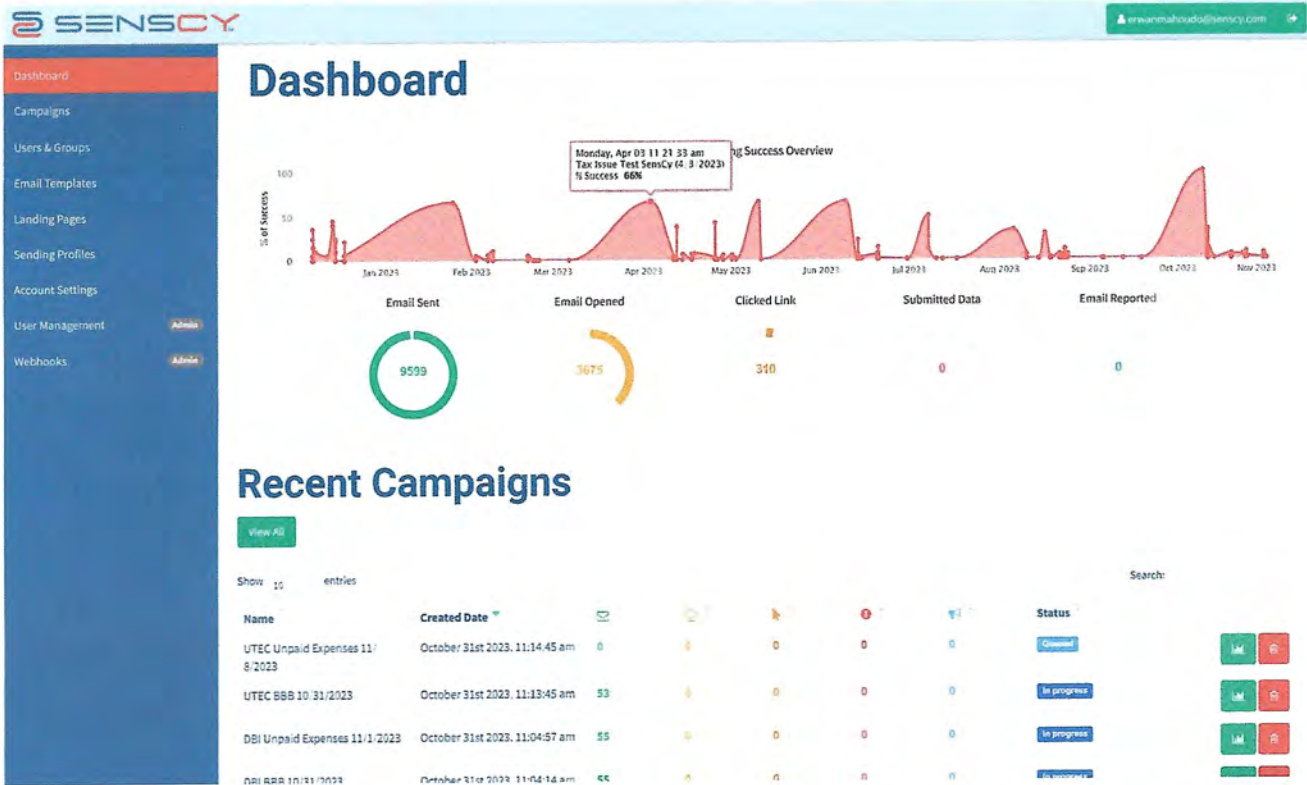
Show solution

Retry

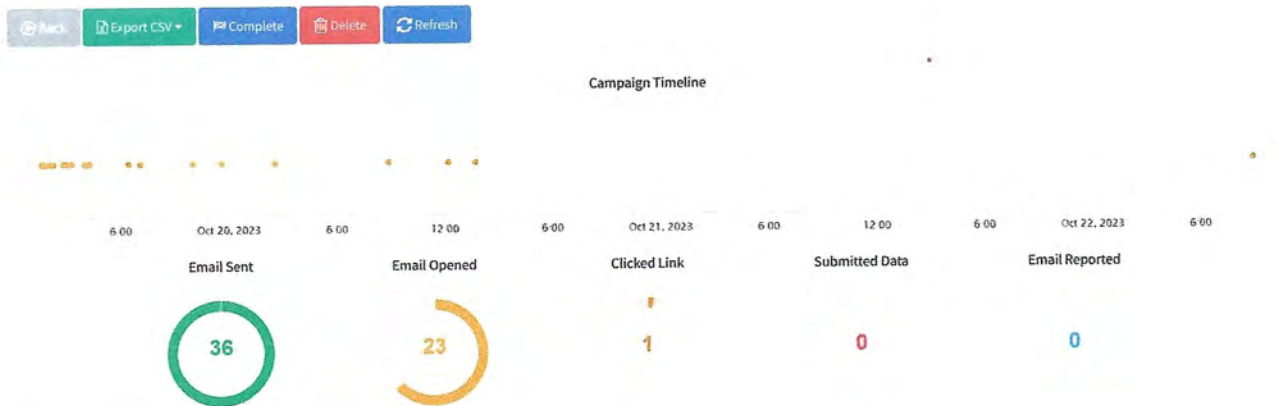
Continue



Phishing Results Dashboard



Phishing Results - Per Campaign/Employee

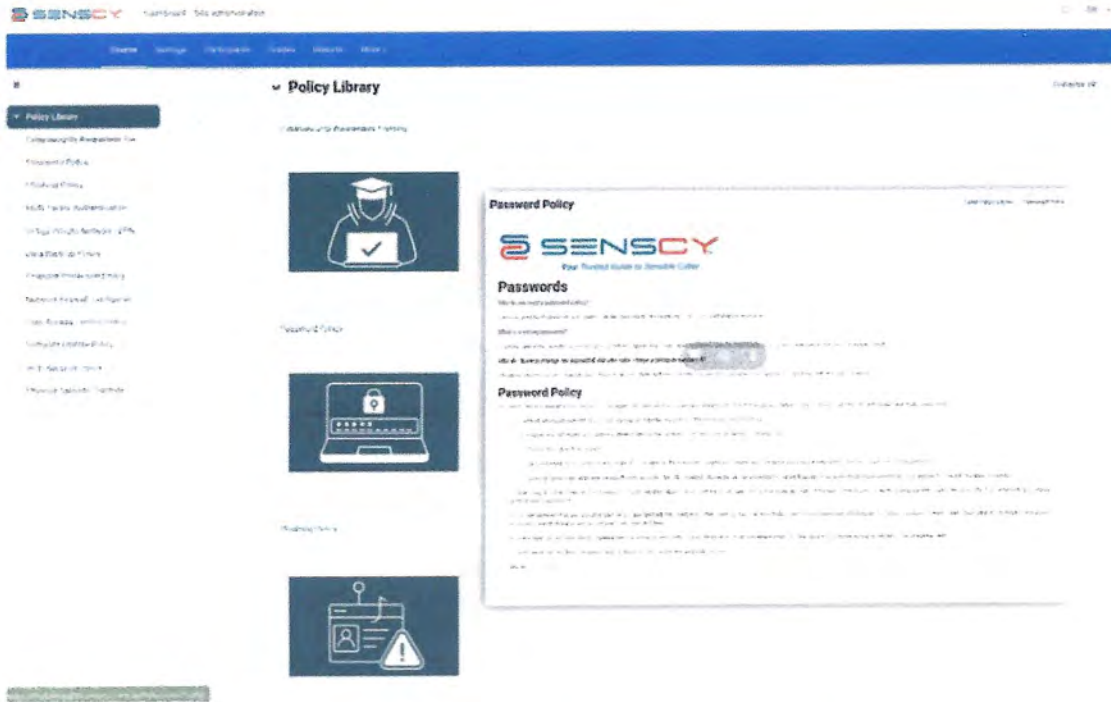


Details

Show 10 entries

First Name	Last Name	Email	Position	Status	Reported
------------	-----------	-------	----------	--------	----------

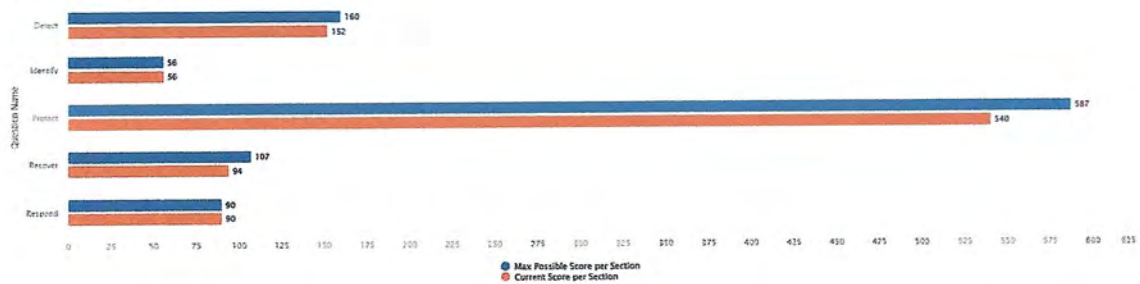
Cyber Policy Library & Sample Policy



The screenshot shows the SENSICOY Policy Library interface. On the left is a navigation menu with categories like 'Policy Library', 'Computer Security', 'Network Security', etc. The main area displays a 'Password Policy' document. The document includes the SENSICOY logo and the title 'Passwords'. It contains several sections of text, including a 'Password Policy' section with bullet points detailing requirements for password strength and management. The interface also features icons for 'Password Policy', 'Password Policy', and 'Password Policy'.

Tracking of Cyberhealth Evaluation(s) (Based on NIST CSF)

2. Cyberhealth Score V2 client



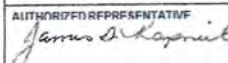
Cyberhealth Score V3 (IB user) (C)



A table displaying the results for Cyberhealth Score V3 (IB user) (C). The table has three columns: 'Question Name', 'Question Text', and 'Percentage Score'. The 'Percentage Score' column shows scores for six different questions, with the third question (penetration testing) having a score of 40%.

Question Name	Question Text	Percentage Score
Detect	How often does your company conduct email phishing exercises targeted at your employees to train them on how to recognize phishing?	100%
Detect	How often does your company perform internal vulnerability scans?	100%
Detect	Does your company perform penetration testing at least annually?	40%
Protect	Does your company password policy enforce password changes at least once per year?	100%
Protect	Does your company provide a password keeper to your employees?	100%
Protect	Does your company require a Virtual Private Network (VPN) to access systems when not in the office?	100%

APPENDIX B - ADDITIONAL INFORMATION (INSURANCE CERTIFICATE)

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 11/1/2023			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER Kapnick Insurance Group 333 Industrial Dr Adrian MI 49221			CONTACT NAME: PHONE (A/C, No, Ext): 517-263-4600 FAX (A/C, No): 517-263-6658 E-MAIL: pesadmin@kapnick.com ADDRESS:				
INSURED SensCy, Inc. 455 East Eisenhower Parkway Suite 300 Ann Arbor MI 48108			INSURER(S) AFFORDING COVERAGE INSURER A: Nutmeg INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 39608		
COVERAGES		CERTIFICATE NUMBER: 1223905965		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDT INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO SECT <input type="checkbox"/> LOC OTHER:			35SBAAT6NR2	8/5/2023	8/5/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						\$ \$ \$ \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			35SBAAT6NR2	8/5/2023	8/5/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Employment Practices Liability Technology Errors & Omission Data Breach			35SBAAT6NR2	8/5/2023	8/5/2024	Limit Limit Limit 25,000/25,000 \$1M/\$1M \$1M/\$1M
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) General Liability - Blanket Additional Insured By Contract							
CERTIFICATE HOLDER				CANCELLATION			
For Your Information				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 			

LAST PAGE

CHARTER TOWNSHIP OF YPSILANTI FIRE DEPARTMENT

222 South Ford Boulevard, Ypsilanti, MI 48198
Phone 734-544-4225 Fax 734-544-4195

Steven Densmore
Fire Chief



01-31-2024

Charter Township of Ypsilanti
Supervisor Stumbo, Clerk Roe and Trustee Board

Dear Supervisor, Stumbo, Clerk Roe and Trustee Board,

I am asking for the Charter Township of Ypsilanti to seek sealed bids for fire station #3 work project. Please see attachment for further information on repairs needed.

I thank you in advance for your time and consideration of support.

Best

Steven W. Densmore Fire Chief TYFD

A handwritten signature in black ink, appearing to read "S. Densmore", with a long horizontal stroke extending to the right.

**CONTRACT DOCUMENTS
FOR
YPSILANTI FIRE STATION #3
RENOVATION**

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

OHM Advisors
34000 Plymouth Road
Livonia, Michigan 48150

0098-23-0080
Date February 1, 2024

Ypsilanti Fire Station #3 Renovation
Charter Township of Ypsilanti
0098-23-0080

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ADVERTISEMENT FOR BID

YPSILANTI FIRE STATION #3 RENOVATION

Charter Township of Ypsilanti

Date February 1, 2024

Sealed Bids for PROJECT TITLE will be received at the office of the Charter Township of Ypsilanti until 2 pm local time, on March 1, 2024, by the office of the Township Hall-Clerk located at 7200 S Huron River Dr, Ypsilanti, MI 48197. The approximate quantities of major items of work involved are as follows:

Remove and replace damaged areas of gypsum ceiling and paint in garage (approx. 1,380 s.f.). Remove and reinstall mechanical, electrical, and associated hardware from ceiling of the garage as needed. Remove and replace ceiling tile at sleeping quarters (approx. 600 s.f.). Replace damaged F.G. insulation at garage ceiling and sleeping quarters ceiling. Replace four windows with new. Remove and replace exterior gutters and downspouts with new (approx.. 560 linear feet and 15 downspouts).

The issuing Office for the Bidding Documents is the office of the ARCHITECT, Orchard, Hiltz, & McCliment, Inc., d/b/a OHM Advisors. Bidding documents may be examined on and after **Time Available**, February 1, 2024: Will be on Bidnet.

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

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

No Bid may be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receipt of the Bids.

A mandatory pre-bid meeting is scheduled for this project at 20 S Hewitt St. on February 19, 2024.

Authorized Representative, Authorized Representative Title

Charter Township of Ypsilanti

INSTRUCTIONS TO BIDDERS

1. BIDS

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

2. NAME AND STATUS OF BIDDER

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

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

3. BID SECURITY

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

4. BONDS

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

5. INSPECTION OF SITE

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

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

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

6. TIME OF COMPLETION

Time of completion will be as stated in the Agreement.

7. EXPLANATION TO BIDDERS BY ADDENDA

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

Bidder from obligation under his Bid as submitted.

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

8. EXPERIENCE AND FINANCIAL STATEMENT

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

9. SUBCONTRACTORS

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

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

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 demolition of the ceiling of the garage, ceiling tile of the storage room, ceiling tile and grid of the sleeping quarters, four windows, and the exterior gutters. 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 or after April 22, 2024. The CONTRACTOR shall complete the proposed work, including final tests thereof, in order to have the interior finishes, windows, and gutters finished as of the substantial completion date. Final cleanup and restoration shall be finished by the project completion date, unless otherwise directed in writing by the OWNER or its ENGINEER.

The CONTRACTOR shall submit a construction schedule to the ENGINEER for review prior to construction commencing.

Summary of anticipated dates:

Contract Award	XXX, 2024
Notice to Proceed	XXX, 2024
Construction Start Date	April 22, 2024
Substantial Completion	May 24, 2024
Project Completion.....	June 7, 2024

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.

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

- a. Permitting Agency: Ypsilanti Township Building Department
Contact at Agency: Dave Bellers
Phone number: 734.544.4000 (ext 1)
Permit Fee: Letter of Retainage (by Township)
Bond Amount (if applicable): N/A
Date of Application: _____
Person Responsible for Acquiring the Permit: Contractor
Date Permit issued if already in hand: _____

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

Work cannot proceed until all permits are obtained.

C. Minimum Wage Requirements

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

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

Anti-Kickback Act (Title 18, USC 874)

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

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

Federal Occupational Safety and Health Act of 1970

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

See the Supplemental Specifications for additional information.

D. Pre-bid Meeting

An optional pre-bid meeting will be held onsite on February 19, 2024 at 2:00 pm.

INSURANCE SPECIFICATIONS

1. LIABILITY OF CONTRACTOR

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

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

INDEMNIFICATION - HOLD HARMLESS AGREEMENT

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

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

COMPOSITION OF THE CONTRACTOR

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

2. INSURANCE

2.1. Insurance Required of the CONTRACTOR:

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

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

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

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

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

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

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

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

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

2.1.6. Umbrella or Excess Liability

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

2.1.7. Railroad Protective Liability

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

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

2.2.6. Umbrella or Excess Liability
\$2,000,000

2.2. Limits of Liability

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

2.2.1. Worker's Compensation

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

2.2.2. Comprehensive General Liability

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

2.2.3. Comprehensive Automobile Liability

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

2.2.4. Owner's Protective

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

2.2.5. Builder's Risk-Installation Floater

Cost to replace at time of loss

2.3. Insurance - Other Requirements

2.3.1. Notice of Cancellation or Intent Not to Renew

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

2.3.2. Evidence of Coverage

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

A. Insurance Required for the CONTRACTOR

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

B. Insurance Required for the OWNER

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

C. Insurance Required for the CONTRACTOR and the OWNER

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

2.3.3. Qualification of Insurers

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

End of Section

BID FORM

Ypsilanti Fire Station #3 Renovation Charter Township of Ypsilanti

THIS BID IS SUBMITTED TO:
Charter Township of Ypsilanti
7200 S Huron River Dr
Ypsilanti, MI 48197

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

Bidder accepts all of the terms and conditions of the Advertisement to Bid, Instructions to Bidders and Supplemental Instructions to Bidders.

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

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

Addendum No.	Addendum Date	Signature
--------------	---------------	-----------

_____	_____	_____
_____	_____	_____
_____	_____	_____

- B. Bidder has visited the site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) that have been identified in the Supplemental Instructions to Bidders, and (2) reports and drawings of a hazardous environmental condition, if any, that have 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 that may affect cost, progress, or performance of the Work or that 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 ARCHITECT written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ARCHITECT is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

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

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

**BID FORM for
 FIRE STATION #3 RENOVATION
 Charter Township of Ypsilanti, Washtenaw County, State of Michigan
 OHM Job Number: 0098-23-0080**

Item	Description	Estimated Quantity	Unit Price	Amount
1	Audio Video Route Survey	1 LS	\$	\$
2	Mobilization, Max. 5%	1 LS	\$	\$
3	Labor to detach and reset garage ceiling hardware & MEP	1 LS	\$	\$
4	Remove existing drywall	1380 Sf	\$	\$
5	Reinstall (2) layers 5/8" type C drywall, tape, and prep	1380 Sf	\$	\$
6	Seal/prime (1 coat) then paint (2 coats) garage ceiling	1380 Sf	\$	\$
7	Remove insulation in garage ceiling	1380 Sf	\$	\$
8	Reinstall insulation in garage ceiling	1380 Sf	\$	\$
9	Remove Suspended ceiling grid bunk room	600 Sf	\$	\$
10	Reinstall Suspended ceiling grid bunk room	600 Sf	\$	\$
11	Remove Acoustical ceiling tile bunk room	600 Sf	\$	\$
12	Reinstall Acoustical ceiling tile bunk room	600 Sf	\$	\$
13	Remove Acoustical ceiling tile storage room	127 Sf	\$	\$
14	Reinstall Acoustical ceiling tile storage room	127 Sf	\$	\$
15	Remove insulation at suspended ceiling bunk room	600 Sf	\$	\$
16	Reinstall insulation at suspended ceiling bunk room	600 Sf	\$	\$
17	Remove windows	4 Ea	\$	\$
18	New windows	4 Ea	\$	\$
19	Reseal, and paint window openings	4 Ea	\$	\$
20	Remove existing gutters	560 Lf	\$	\$
21	Install new commercial gutters	560 Lf	\$	\$
22	Remove gutter downspouts	15 Ea	\$	\$
23	Install new gutter downspouts	15 Ea	\$	\$
TOTAL BID AMOUNT (ITEM 1-23 incl.):				\$

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

Bidder agrees that the Work will be Substantially Complete on or before Substantial Completion Date, and completed and ready for final payment in accordance with the General Conditions on or before Final Completion Date.

Bidder agrees that the Work will be substantially complete within (???) substantial completion days) calendar days after the date when the Contract Times commence to run as provided in Article 19 of the General Conditions, and be completed and ready for final payment within (???) final completion days) calendar days after the date when the Contract Times commence to run.

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): Certified or 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):

Charter Township of Ypsilanti
7200 S Huron River Dr
Ypsilanti, MI 48197

BID

BID DUE DATE: March 1, 2024

PROJECT:
(PROJECT DESCRIPTION) Remove and replace gypsum ceiling and paint in garage. Remove and reinstall mechanical, electrical, and associated hardware from ceiling of the garage. Remove and replace ceiling tile at sleeping quarters. Remove and replace insulation at garage ceiling and sleeping quarters ceiling. Remove and replace four windows. Remove and replace exterior gutters and downspouts.

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 _____

AGREEMENT

This AGREEMENT is by and between Owner Name (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:

(PROJECT DESCRIPTION)

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:

PROJECT TITLE

ARTICLE 3 ARCHITECT

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

ARTICLE 4 CONTRACT TIMES

4.01 Time is of the Essence

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

4.02 Dates for Substantial Completion and Final Payment

A. The Work will be substantially completed on or before Substantial Completion Date, and completed and ready for final payment on or before Final Completion Date.

Days to Achieve Substantial Completion and Final Payment

The Work will be substantially completed within (???) substantial completion days) days after the date when the Contract Times commence to run as provided in Article 19 of the General Conditions, and completed and ready for final payment within (???) final completion days) days after the date when the Contract Times commence to run.

4.03 Liquidated Damages/Incentives

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 \$XXX.XX/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 \$XXX.XX/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.

- B. As a financial incentive to complete the project in a timely manner, and as additional consideration for the liquidated damages provision, the OWNER agrees to pay the CONTRACTOR a financial incentive for each calendar day that the project requirements for the Substantial Completion deadline are met up to the specified maximum amount. Financial incentive will not be paid for meeting the Final Completion date. Should the CONTRACTOR not meet the Final Completion Date, he shall waive his right to any incentive in full that may have been earned by meeting the Substantial Completion deadline. Any financial incentives earned shall be paid only on the final pay estimate.
- C. The amount of financial incentive for this project shall mirror the Liquidated Damages:
 - 1. (???) incentives final) per day shall be paid to the CONTRACTOR as a financial incentive per the paragraph listed above and titles as such.
 - 2. (???) incentives final) (<<<IncentiveMaxWords>>) shall be the maximum incentive paid.

ARTICLE 5 CONTRACT PRICE

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

- A. For all work other than Unit Price Work, a Lump Sum of:

(???) lump sum words)

All specific cash allowances are included in the above price.

- B. 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 ARCHITECT as provided in Article 23 of the General Conditions.

ARTICLE 6 PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

ARTICLE 7 CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8 CONTRACT DOCUMENTS

8.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Maintenance and Guarantee Bond;
5. General Conditions;
6. General Specifications;
7. Technical Specifications as listed in the table of contents of the Project Manual;
8. Appendices (excluding geotechnical reports);
9. Drawings consisting of a cover sheet and sheets numbered X through XX, inclusive, with each sheet (excluding standard details) bearing the following general title: PROJECT TITLE;
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 9 MISCELLANEOUS

9.01 Terms

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

9.02 Assignment of Agreement

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

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

9.03 Successors and Assigns

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

9.04 Severability

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

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

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

OWNER:

CONTRACTOR:

By: _____
(CORPORATE SEAL)

By: _____
(CORPORATE SEAL)

Attest _____

Attest _____

Address for giving notices: _____

Address for giving notices: _____

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

License No. _____

(Where applicable)

Agent for service of process: _____

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

Designated Representative:

Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

FAX: _____

FAX: _____

PERFORMANCE BOND

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

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

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

CONTRACT

Date:
Amount:
Description: Ypsilanti Fire Station #3 Renovation
Charter Township of Ypsilanti

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

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:

Charter Township of Ypsilanti
7200 S Huron River Dr
Ypsilanti, MI 48197

CONTRACT

Date:

Amount:

Description: Ypsilanti Fire Station #3

Charter Township of Ypsilanti

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)

Company: _____ (Corp. Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Attach Power of Attorney)

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corp. Seal)

Company: _____ (Corp. Seal)

Signature: _____

Signature: _____

Name & Title: _____

Name & Title: _____

(Attach Power of Attorney)

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

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

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

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

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

15. DEFINITIONS

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

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

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

End of Section

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____ (contractor name), as Principal, and _____, as Surety, are held and firmly bound unto the Owner Name, Owner Address, Owner City, State, Zip, as Owner, in the sum of _____ DOLLARS and _____ CENTS (\$ _____) good and lawful money of the United States of America, to be paid to said Owner Name, 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 Owner Name 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: Ypsilanti Fire Station #3 Renovation, OHM JOB NO. 0098-23-0080.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that by and under said Contract, the above named Principal has agreed with the Owner Name 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 Owner Name hereinafter called the OWNER, to construct Ypsilanti Fire Station #3 Renovation in accordance with the terms and conditions of Contract No. _____; and the undersigned further represents that the subject work has now been accomplished and the said Contract has now been completed.

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

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

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

Contractor

By: _____

Title _____

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

Notary Public: _____

My Commission expires: _____

CONTRACTOR'S DECLARATION

I HEREBY DECLARE THAT I HAVE NOT, during the period

_____ to

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

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

Date: _____

By: _____

Title: _____

SWORN STATEMENT

State of Michigan

County of: : _____ Date: _____

_____ (deponent) being duly sworn deposes and says:

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

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

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

(Insert legal description of property) _____

Commonly known as:

Ypsilanti Fire Station #3 Renovation

OHM Job Number:

0098-23-0080

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 ARCHITECT, 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.

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

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

Information regarding site of the Work given in drawings and specifications has been obtained by the ARCHITECT 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 ARCHITECT 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 ARCHITECT and OWNER of any construction schedule indicating completion of the work in less time than allotted by the Contract shall not be construed as an acknowledgment, either express or implied, that the work can be completed within the time shown on this schedule, and shall not under any circumstances give rise to a cause of action for damages by the CONTRACTOR.

7. REUSE OF DOCUMENTS

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

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 ARCHITECT 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 ARCHITECT 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 ARCHITECT, and the ARCHITECT'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 ARCHITECT 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 ARCHITECT, 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 ARCHITECT.

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

11. SHOP DRAWINGS & SPECIAL DRAWINGS

Where called for in the specifications, CONTRACTOR shall submit to the ARCHITECT 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 ARCHITECT and resubmit same without delay. Approval of the ARCHITECT shall not relieve the CONTRACTOR of responsibility for errors in the drawings, as the ARCHITECT'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 ARCHITECT 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 ARCHITECT 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 ARCHITECT of CONTRACTOR's drawings, whether general or detailed, is a general approval relating only to their sufficiency and compliance with waiver of errors, discrepancies or omissions.

12. CHANGES IN QUANTITIES OR PLANS

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

13. ESTIMATED QUANTITIES

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

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

14. PAYMENTS

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

Partial Payments

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

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

The retainage shall be as follows:

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

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

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

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

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

Final Payment

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

Contractor's Declaration

Contractor's Affidavit

Unconditional waivers, as required, from major suppliers and subcontractors

Release of Surety

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

Within thirty (30) days after completion of the work under this Agreement to the satisfaction of the OWNER and ARCHITECT, in accordance with all and singular terms and stipulations herein contained, the OWNER shall make final payment, from a final estimate made by the ARCHITECT. 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 ARCHITECT, or other officer, agent or appointee, under the provision of this Agreement, at any time (either before or after final completion and acceptance of the work and payment made therefore pursuant to any such return or certificates showing the true and correct amount of money due therefore, notwithstanding any such return or certificate, or any payment made in accordance therewith) from demanding and receiving from the CONTRACTOR or his sureties, separately or collectively, such sums as may have been improperly paid said CONTRACTOR by reason of any such return or certificate which has been untruly or incorrectly compiled.

15. EXTENSION OF TIME

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

Architect Responsibilities

23. ARCHITECT DURING CONSTRUCTION

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

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

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

ARCHITECT 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.

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

26. LINES & GRADES

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

The ARCHITECT 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 ARCHITECT. 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 ARCHITECT'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 ARCHITECT 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 ARCHITECT.

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

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

charge the cost thereof to the CONTRACTOR, or may immediately terminate the Agreement.

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

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

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

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

Contractor Responsibilities

28. UNFORSEEN PHYSICAL CONDITIONS

CONTRACTOR shall promptly notify the OWNER and ARCHITECT 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 ARCHITECT 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 ARCHITECT and the CONTRACTOR. If the ARCHITECT 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 ARCHITECT 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 ARCHITECT 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 ARCHITECT shall notify the CONTRACTOR, in writing, that any man on the Work is, in the opinion of the ARCHITECT, 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 ARCHITECT.

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

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 ARCHITECT 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 ARCHITECT 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 ARCHITECT 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 ARCHITECT, 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 ARCHITECT 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 ARCHITECT and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractors, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and

Regulations regardless of the negligence of any such party.

In any and all claims against OWNER or ARCHITECT 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 ARCHITECT, ARCHITECT's consultants, agents or employees arising out of the preparation or approval of drawings, opinions, reports, surveys, change orders, designs or specifications.

47. CONTROLLING LAW

In the case of a legal dispute between the OWNER and the CONTRACTOR the law of the state of Michigan shall govern. The venue for resolving any legal dispute between the two parties will be within the County of the OWNER's legal address.

48. NO WAIVER OF CONTRACT

Neither acceptance of the whole or any part of the Work by the OWNER or his ARCHITECT, or any of its agents, nor any order, measurements or certificate by the ARCHITECT, 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.

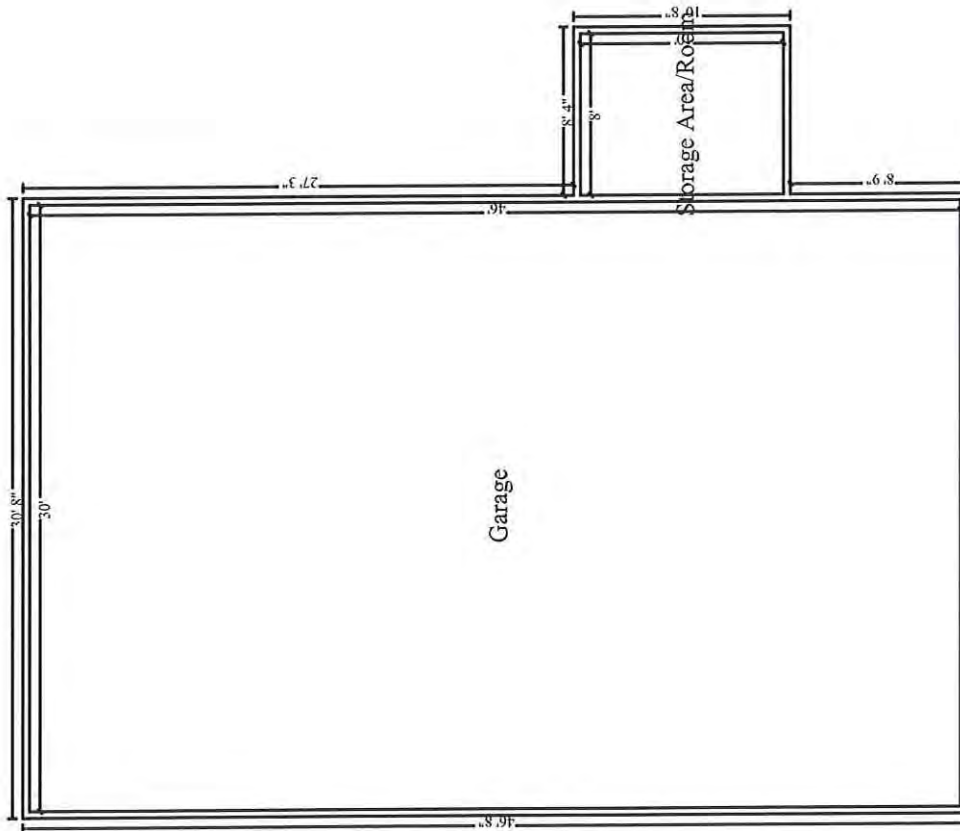
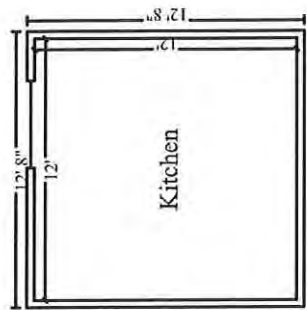
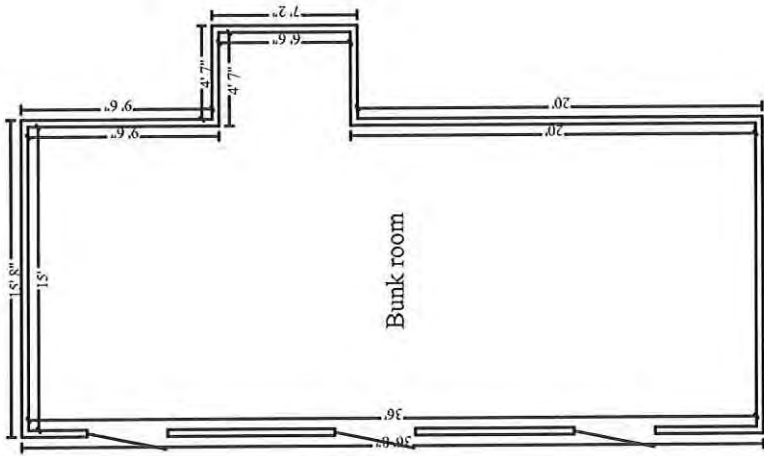
51. CUMULATIVE REMEDIES

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

Appendix

Appendix A: Supplementary documents



YPSILANTI FIRE STATION 3 RENOVATIONS

CHARTER TOWNSHIP OF YPSILANTI

7200 S. HURON RIVER DR.
YPSILANTI, MI 48197

PH 734.544.4000

PROJECT NUMBER
0098-23-0080

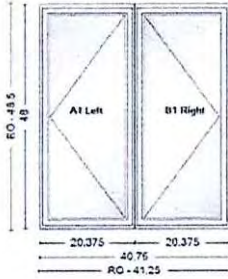
PM
DB

DISCIPLINE LEAD
TL

REF SHEET	SCALE
N/A	N/A
SHEET	SK001

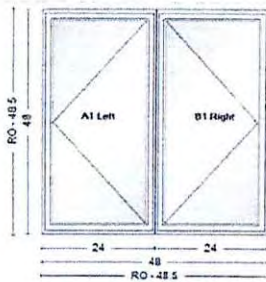
34000 Plymouth Road | Livonia, MI 48150 | PH 734.522.6711 | F 734.522.6427 | www.ohm-advisors.com





LOCATION: KITCHEN & BED 2

QTY.	UNIT SIZE	R.O.
2	40 3/4" x 48"	41 1/4" x 48 1/2"



LOCATION: BED 1 & BED 3

QTY.	UNIT SIZE	R.O.
2	48" x 48"	48 1/2" x 48 1/2"



**YPSILANTI FIRE STATION 3
RENOVATIONS**

REF SHEET	SCALE
N/A	NTS
SHEET	SK002

CHARTER TOWNSHIP OF YPSILANTI

7200 S. HURON RIVER DR.
YPSILANTI, MI 48197

PH 734.544.4000

PROJECT NUMBER
0098-23-0080

PM
DB

DISCIPLINE LEAD
TL

34000 Plymouth Road | Livonia, MI 48150 | PH 734.522.6711 | F 734.522.6427 | www.ohm-advisors.com



Appendix B:
Prevailing Wage Requirements

"General Decision Number: MI20230074 10/20/2023

Superseded General Decision Number: MI20220074

State: Michigan

Construction Type: Heavy

County: Washtenaw County in Michigan.

Heavy, Includes Water, Sewer Lines and Excavation (Excludes Hazardous Waste Removal; Coal, Oil, Gas, Duct and other similar Pipeline Construction)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/06/2023

1	02/03/2023
2	07/21/2023
3	08/11/2023
4	09/01/2023
5	10/06/2023
6	10/20/2023

CARP0687-006 06/01/2021

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 35.16	29.22

ELEC0252-009 06/01/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 51.73	29%+13.00

ENGI0325-019 09/01/2023

POWER EQUIPMENT OPERATORS: Underground Construction (Including Sewer)

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 41.08	25.25
GROUP 2.....	\$ 36.25	25.25
GROUP 3.....	\$ 35.52	25.25
GROUP 4.....	\$ 34.95	25.25

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backhoe/ Excavator, Boring Machine, Bulldozer, Crane, Grader/ Blade, Loader, Roller, Scraper, Trencher (over 8 ft. digging capacity)

GROUP 2: Trencher (8-ft digging capacity and smaller)

GROUP 3: Boom Truck (non-swinging, non- powered type boom)

GROUP 4: Broom/ Sweeper, Fork Truck, Tractor, Bobcat/ Skid Steer /Skid Loader

ENGI0326-008 06/01/2023

EXCLUDES UNDERGROUND CONSTRUCTION

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 47.79	25.35
GROUP 2.....	\$ 46.29	25.35
GROUP 3.....	\$ 44.79	25.35
GROUP 4.....	\$ 44.49	25.35
GROUP 5.....	\$ 43.67	25.35
GROUP 6.....	\$ 42.81	25.35
GROUP 7.....	\$ 41.84	25.35
GROUP 8.....	\$ 40.13	25.35
GROUP 9.....	\$ 31.79	25.35

FOOTNOTES: Tower cranes: to be paid the crane operator rate

determined by the combined length of the mast and the boom.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane with boom & jib or leads 400' or longer

GROUP 2: Crane with boom & jib or leads 300' or longer

GROUP 3: Crane with boom & jib or leads 220' or longer

GROUP 4: Crane with boom & jib or leads 140' or longer

GROUP 5: Crane with boom & jib or leads 120' or longer

GROUP 6: Regular crane operator

GROUP 7: Backhoe/Excavator, Bobcat/Skid Loader, Boring Machine, Broom/Sweeper, Bulldozer, Grader/Blade, Loader, Roller, Scraper, Tractor, Trencher

GROUP 8: Forklift

GROUP 9: Oiler

IRON0025-006 06/01/2023

	Rates	Fringes
IRONWORKER		
Reinforcing.....	\$ 31.43	34.77
Structural.....	\$ 34.85	40.42

* LAB00334-009 06/01/2023

EXCLUDES OPEN CUT CONSTRUCTION

	Rates	Fringes
Landscape Laborer		
GROUP 1.....	\$ 25.97	8.60
GROUP 2.....	\$ 23.75	8.60

LANDSCAPE LABORER CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator, lawn sprinkler installer and skidsteer (or equivalent)

GROUP 2: Landscape laborer: small power tool operator, material mover, truck driver and lawn sprinkler installer tender

LAB00334-018 09/01/2022

SCOPE OF WORK:

OPEN CUT CONSTRUCTION: Excavation of earth and sewer, utilities, and improvements, including underground piping/conduit (including inspection, cleaning, restoration, and relining)

	Rates	Fringes
--	-------	---------

LABORER

(1) Common or General.....	\$ 25.20	12.95
(2) Mason Tender- Cement/Concrete.....	\$ 22.11	12.95
(4) Grade Checker.....	\$ 25.50	12.95
(5) Pipelayer.....	\$ 22.90	12.75
(524.20) Pipelayer.....	\$ 25.65	12.95
(7) Landscape.....	\$ 19.59	12.95

LAB00499-020 08/01/2022

EXCLUDES OPEN CUT CONSTRUCTION

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 30.66	14.70
GROUP 2.....	\$ 31.21	14.70
GROUP 3.....	\$ 31.02	14.70

LABORER CLASSIFICATIONS

GROUP 1: Common or General; Grade Checker

GROUP 2: Mason Tender - Cement/Concrete

GROUP 3: Pipelayer

PAIN0022-005 07/01/2008

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 25.06	14.75
Spray.....	\$ 25.86	14.75

PLAS0514-002 06/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.47	13.81

PLUM0190-010 06/01/2021

	Rates	Fringes
PLUMBER.....	\$ 44.31	23.70

TEAM0007-006 06/01/2023

	Rates	Fringes
TRUCK DRIVER		
Dump Truck under 8 cu. yds.; Tractor Haul Truck....	\$ 31.40	.75 + a+b
Dump Truck, 8 cu. yds. and over.....	\$ 31.50	.75 + a+b
Lowboy/Semi-Trailer Truck...	\$ 31.65	.75+ a+b

FOOTNOTE:

- a. \$470.70 per week.
- b. \$68.70 daily.

SUMI2010-072 11/09/2010

Rates Fringes

TRUCK DRIVER: Off the Road		
Truck.....	\$ 20.82	3.69

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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Appendix

Appendix C: Specifications (or otherwise)

Division	Section Title	Pages
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SPECIFICATIONS GROUP
General Requirements Subgroup

DIVISION 01 - GENERAL REQUIREMENTS

011000	SUMMARY	5
012500	SUBSTITUTION PROCEDURES	3
012600	CONTRACT MODIFICATION PROCEDURES	2
012900	PAYMENT PROCEDURES	4
013100	PROJECT MANAGEMENT AND COORDINATION	7
013233	PHOTOGRAPHIC DOCUMENTATION	2
013300	SUBMITTAL PROCEDURES	8
014000	QUALITY REQUIREMENTS	8
015000	TEMPORARY FACILITIES AND CONTROLS	7
016000	PRODUCT REQUIREMENTS	7
017300	EXECUTION	9
017700	CLOSEOUT PROCEDURES	6
017823	OPERATION AND MAINTENANCE DATA	8
017839	PROJECT RECORD DOCUMENTS	3

Facility Construction Subgroup

DIVISION 02 - EXISTING CONDITIONS

024119	SELECTIVE DEMOLITION	6
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DIVISION 07 - THERMAL AND MOISTURE PROTECTION

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SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Work performed by Owner.
4. Contractor's use of site and premises.
5. Coordination with occupants.
6. Work restrictions.
7. Specification and Drawing conventions.
8. Miscellaneous provisions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.
2. Section 017300 "Execution" for coordination of Owner-installed products.

1.3 DEFINITIONS

- A. Work Package: A group of specifications, drawings, and schedules prepared by the design team to describe a portion of the Project Work for pricing, permitting, and construction.

1.4 PROJECT INFORMATION

A. Project Identification: Hewitt St. Fire Station.

1. Project Location: 20 S Hewitt Road, Ypsilanti , Michigan, 48197, United States.

B. Owner: Charter Township of Ypsilanti .

1. Owner's Representative: Ms. Brenda Stumboand/or Fire Chief Steven Densmore.

C. Architect: OHM Advisors, 34000 Plymouth Road, Livonia, Michigan, 48150.

1. Architect's Representative: David Boersma.

1.5 WORK COVERED BY CONTRACT DOCUMENTS

A. Type of Contract:

1. Project will be constructed under a single prime contract.

1.6 WORK PERFORMED BY OWNER

A. Cooperate fully with Owner, so work may be carried out smoothly, without interfering with or delaying Work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.

B. Preceding Work: Owner will perform the following construction operations at Project site. Those operations are scheduled to be substantially complete before Work under this Contract begins.

1. Replace all damaged apparatus bay gypsum ceilings (approx. 1, 380 s.f.). Paint to nearest hard edge. Replace damage F.G. insulation.
2. Replace damages ceiling tiles and gypsum ceiling in sleeping quarters (approx. 600 s.f.). Replace damaged F.G. insulation.
3. Replace exterior gutters and downspouts on entire building (approx. 560 L.F.).
4. Replace 4 windows, seal and paint opening jambs to match existing.

1.7 CONTRACTOR'S USE OF SITE AND PREMISES

A. Unrestricted Use of Site: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

B. Restricted Use of Site: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

C. Limits on Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits on Use of Site: Confine construction operations to the area of work to be performed as indicated in the exhibits .
2. Driveways, Walkways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

D. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.8 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy Project site and [existing] [adjacent] building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
 2. Notify Owner not less than [72] <Insert number> hours in advance of activities that will affect Owner's operations.
- B. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.
1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 2. Provide not less than [72] <Insert number> hours' notice to Owner of activities that will affect Owner's operations.
- C. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.
1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
 3. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.
 4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

1.9 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.

- B. On-Site Work Hours: Limit work to between 8 a.m. to 5 p.m., Monday through Friday, unless otherwise indicated. Work hours may be modified to meet Project requirements if approved by Owner and authorities having jurisdiction.
 - 1. Work in Existing Building: <Insert restrictions on times permitted and other Owner's restrictions>.
 - 2. Hours for Utility Shutdowns: <Insert Owner's restrictions>.
 - 3. Hours for [Core Drilling] <Insert noisy activity> : <Insert Owner's restrictions>.
- C. On-Site Work Day Restrictions: Do not perform work [resulting in utility shutdowns] [or] [resulting in noisy activity] on-site during work black-out days indicated in Document 003113 "Preliminary Schedules."
- D. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging for temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
 - 2. Obtain Owner's written permission before proceeding with utility interruptions.
- E. Smoking and Controlled Substance Restrictions: Use of tobacco products and other controlled substances on Project site is not permitted.
- F. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

1.10 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
 - 3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
 - 4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

- D. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 2. Abbreviations: Materials and products are identified by abbreviations [**scheduled on Drawings**] [**and**] [**published as part of the U.S. National CAD Standard**].
 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

1.11 MISCELLANEOUS PROVISIONS

- A. **<Insert miscellaneous provisions>**.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
 - 1. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.

1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit documentation identifying product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use form acceptable to Architect.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
 - b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific

- features and requirements indicated. Indicate deviations, if any, from the Work specified.
- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES .
 - j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

1.7 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
- a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Not allowed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
 - 1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.
 - 2. Section 013100 "Project Management and Coordination" for requirements for forms for contract modifications provided as part of web-based Project management software.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710 .

1.4 PROPOSAL REQUESTS

1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Change Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701 .

1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714 . Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
 - 3. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values coordinated with each element.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Owner's name.
 - c. Owner's Project number.
 - d. Name of Architect.

- e. Architect's Project number.
- f. Contractor's name and address.
- g. Date of submittal.
2. Arrange schedule of values consistent with format of AIA Document G703 .
3. Arrange the schedule of values in tabular form, with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent. Round dollar amounts to whole dollars, with total equal to Contract Sum.
 - 1) Labor.
 - 2) Materials.
 - 3) Equipment.
4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site.
6. Purchase Contracts: Provide a separate line item in the schedule of values for each Purchase contract. Show line-item value of Purchase contract. Indicate Owner payments or deposits, if any, and balance to be paid by Contractor.
7. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments, as certified by Architect and paid for by Owner.
- B. Payment Application Times: Submit Application for Payment to Architect by the first day of the month. The period covered by each Application for Payment is one month, ending on the last day of the month .
 1. Submit draft copy of Application for Payment five days prior to due date for review by Architect.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
 1. Other Application for Payment forms proposed by the Contractor may be acceptable to Architect and Owner. Submit forms for approval with initial submittal of schedule of values.

- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials.
 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.

3. Contractor's construction schedule (preliminary if not final).
 4. Submittal schedule (preliminary if not final).
 5. List of Contractor's staff assignments.
 6. Copies of building permits.
- H. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 - a. Complete administrative actions, submittals, and Work preceding this application, as described in Section 017700 "Closeout Procedures."
 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Certification of completion of final punch list items.
 3. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 4. Updated final statement, accounting for final changes to the Contract Sum.
 5. AIA Document G706.
 6. AIA Document G707.
 7. Evidence that claims have been settled.
 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 9. Final liquidated damages settlement statement.
 10. Proof that taxes, fees, and similar obligations are paid.
 11. Waivers and releases.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project, including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Coordination drawings.
 - 3. RFIs.
 - 4. Digital project management procedures.
 - 5. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Requirements:
 - 1. Section 011200 "Multiple Contract Summary" for a description of the division of work among separate contracts and responsibility for coordination activities not in this Section.
 - 2. Section 013200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
 - 3. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 4. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.
 - 5. Section 019113 "General Commissioning Requirements" for coordinating the Work with Owner's Commissioning Authority.

1.3 DEFINITIONS

- A. RFI: Request for Information. Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.

1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results, where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
 2. Preparation of the schedule of values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.

1.6 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.

2. Coordinate and submit RFIs in a prompt manner to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
 2. Owner name.
 3. Owner's Project number.
 4. Name of Architect.
 5. Architect's Project number.
 6. Date.
 7. Name of Contractor.
 8. RFI number, numbered sequentially.
 9. RFI subject.
 10. Specification Section number and title and related paragraphs, as appropriate.
 11. Drawing number and detail references, as appropriate.
 12. Field dimensions and conditions, as appropriate.
 13. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 14. Contractor's signature.
 15. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: **[AIA Document G716] [Software-generated form with substantially the same content as indicated above, acceptable to Architect].**
1. Attachments shall be electronic files in PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect of additional information.

3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 5 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log the day before progress meetings or no longer than bi-weekly to team . Include the following:
 1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect.
 4. RFI number, including RFIs that were returned without action or withdrawn.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's response was received.
 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within three days if Contractor disagrees with response.

1.7 DIGITAL PROJECT MANAGEMENT PROCEDURES

- A. Architect's Data Files Not Available: Architect will not provide Architect's **[BIM model]**and/or**[CAD drawing]** digital data files for Contractor's use during construction.
- B. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:
 1. Assemble complete submittal package into a single indexed file, incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

1.8 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times a minimum of seven days prior to meeting.

2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 30 days after execution of the Agreement.
1. Attendees: Authorized representatives of Owner Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Responsibilities and personnel assignments.
 - b. Tentative construction schedule.
 - c. Phasing.
 - d. Critical work sequencing and long lead items.
 - e. Designation of key personnel and their duties.
 - 1) Identify individuals and their duties and responsibilities; list company, addresses, cellular telephone numbers, and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
 - f. Lines of communications.
 - g. Use of web-based Project software.
 - h. Procedures for processing field decisions and Change Orders.
 - i. Procedures for RFIs.
 - j. Procedures for testing and inspecting.
 - k. Procedures for processing Applications for Payment.
 - l. Distribution of the Contract Documents.
 - m. Submittal procedures.
 - n. Preparation of Record Documents.
 - o. Use of the premises.
 - p. Work restrictions.
 - q. Working hours.
 - r. Owner's occupancy requirements.
 - s. Responsibility for temporary facilities and controls.
 - t. Procedures for moisture and mold control.
 - u. Procedures for disruptions and shutdowns.
 - v. Construction waste management and recycling.
 - w. Parking availability.
 - x. Office, work, and storage areas.
 - y. Equipment deliveries and priorities.
 - z. First aid.
 - aa. Security.
 - bb. Progress cleaning.
 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other Sections and when required for coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups if applicable.
 - i. Possible conflicts.
 - j. Compatibility requirements.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written instructions.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at biweekly intervals.
1. Coordinate dates of meetings with preparation of payment requests.
 2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these

- meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site use.
 - 8) Temporary facilities and controls.
 - 9) Progress cleaning.
 - 10) Quality and work standards.
 - 11) Status of correction of deficient items.
 - 12) Field observations.
 - 13) Status of RFIs.
 - 14) Status of Proposal Requests.
 - 15) Pending changes.
 - 16) Status of Change Orders.
 - 17) Pending claims and disputes.
 - 18) Documentation of information for payment requests.
 4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting, where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Preconstruction photographs.
 - 2. Concealed Work photographs.
 - 3. Final Completion construction photographs.
- B. Related Requirements:
 - 1. Section 017700 "Closeout Procedures" for submitting photographic documentation as Project Record Documents at Project closeout.
 - 2. Section 024119 "Selective Demolition" for photographic documentation before selective demolition operations commence.

1.2 INFORMATIONAL SUBMITTALS

- A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph . Indicate elevation or story of construction. Include same information as corresponding photographic documentation.
- B. Digital Photographs: Submit image files within three days of taking photographs.
 - 1. Submit photos by uploading to web-based Project management software site. Include copy of key plan indicating each photograph's location and direction.
 - 2. Identification: Provide the following information with each image description in web-based Project management software site:
 - a. Date photograph was taken.

1.3 QUALITY ASSURANCE

- A. Construction Webcam Service Provider: A firm specializing in providing photographic equipment, web-based software, and related services for construction projects, with a record of providing satisfactory services similar to those required for Project.

1.4 FORMATS AND MEDIA

- A. Digital Photographs: Provide color images in JPG format, produced by a digital camera with minimum sensor size of 12 megapixels, and at an image resolution of not less than 3200 by 2400 pixels. Use flash in low light levels or backlit conditions.

- B. Digital Images: Submit digital media as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
- C. Metadata: Record accurate date and time from camera.
- D. File Names: Name media files with date and sequential numbering suffix.

1.5 CONSTRUCTION PHOTOGRAPHS

- A. Photographer: Engage a qualified photographer to take construction photographs.
- B. General: Take photographs with maximum depth of field and in focus.
 - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- C. Preconstruction Photographs: Before commencement of the Work, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect .
 - 1. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.
- D. Concealed Work Photographs: Before proceeding with installing work that will conceal other work, take photographs sufficient in number, with annotated descriptions, to record nature and location of concealed Work, including, but not limited to, the following:
 - 1. Piping.
 - 2. Electrical conduit.
 - 3. Window flashing .
- E. Final Completion Construction Photographs: Take 20 photographs after date of Substantial Completion for submission as Project Record Documents. Architect will inform photographer of desired vantage points.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013233

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submittals.

B. Related Requirements:

1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
2. Section 013100 "Project Management and Coordination" for submitting coordination drawings and subcontract list and for requirements for web-based Project software.
3. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
4. Section 013233 "Photographic Documentation" for submitting preconstruction photographs, periodic construction photographs, and Final Completion construction photographs.
5. Section 014000 "Quality Requirements" for submitting test and inspection reports, and schedule of tests and inspections.
6. Section 017700 "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
7. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
8. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.4 SUBMITTAL SCHEDULE

- A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
 2. Initial Submittal Schedule: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 3. Final Submittal Schedule: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule as required to reflect changes in current status and timing for submittals.
 4. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal Category: Action; informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Architect's final release or approval.
 - g. Scheduled dates for purchasing.
 - h. Scheduled date of fabrication.
 - i. Scheduled dates for installation.
 - j. Activity or event number.

1.5 SUBMITTAL FORMATS

- A. Submittal Information: Include the following information in each submittal:
1. Project name.
 2. Date.
 3. Name of Architect.
 4. Name of Contractor.
 5. Name of firm or entity that prepared submittal.
 6. Names of subcontractor, manufacturer, and supplier.
 7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier and alphanumeric suffix for resubmittals.
 8. Category and type of submittal.
 9. Submittal purpose and description.
 10. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
 11. Drawing number and detail references, as appropriate.
 12. Indication of full or partial submittal.
 13. Location(s) where product is to be installed, as appropriate.
 14. Other necessary identification.

15. Remarks.
16. Signature of transmitter.

- B. Options: Identify options requiring selection by Architect.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

1.6 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 1. Email: Prepare submittals as PDF package and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect.
 - a. Architect will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.
 2. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project management software website. Enter required data in web-based software site to fully identify submittal.
 3. Paper: Prepare submittals in paper form and deliver to Architect.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections, so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block, and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

1.7 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams that show factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before Shop Drawings, and before or concurrently with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data unless submittal based on Architect's digital data drawing files is otherwise permitted.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 2. Paper Sheet Size: Except for templates, patterns, and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches , but no larger than 30 by 42 inches .
 - a. Two opaque (bond) copies of each submittal. Architect will return one copy(ies).
 - b. Three opaque copies of each submittal. Architect will retain two copies; remainder will be returned.
- C. Samples: Submit Samples for review of type, color, pattern, and texture for a check of these characteristics with other materials.
1. Transmit Samples that contain multiple, related components, such as accessories together in one submittal package.
 2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
 - a. Project name and submittal number.
 - b. Generic description of Sample.
 - c. Product name and name of manufacturer.
 - d. Sample source.
 - e. Number and title of applicable Specification Section.
 - f. Specification paragraph number and generic name of each item.
 3. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics and identification information for record.
 4. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project software website. Enter required data in web-based software site to fully identify submittal.
 5. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 6. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units, showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
 7. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or

containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

- a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.

- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

- F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.

- G. Certificates:
 1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
 2. Installer Certificates: Submit written statements on manufacturer's letterhead, certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
 3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead, certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
 4. Material Certificates: Submit written statements on manufacturer's letterhead, certifying that material complies with requirements in the Contract Documents.
 5. Product Certificates: Submit written statements on manufacturer's letterhead, certifying that product complies with requirements in the Contract Documents.
 6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of AWS B2.1/B2.1M on AWS forms. Include names of firms and personnel certified.

H. Test and Research Reports:

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - a. Name of evaluation organization.
 - b. Date of evaluation.
 - c. Time period when report is in effect.
 - d. Product and manufacturers' names.
 - e. Description of product.
 - f. Test procedures and results.
 - g. Limitations of use.

1.8 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp . Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
 1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

1.9 ARCHITECT'S REVIEW

- A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return.
 - 1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action.
 - 2. Paper Submittals: Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
 - 3. Submittals by Web-Based Project Management Software: Architect will indicate, on Project management software website, the appropriate action.
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Architect will return without review submittals received from sources other than Contractor.
- F. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and quality-control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Requirements:
 - 1. Section 012100 "Allowances" for testing and inspection allowances.

1.2 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced," unless otherwise further described, means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, subcontractor, or sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
 - 1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance

with specified criteria. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.

- E. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) in accordance with 29 CFR 1910.7, by a testing agency accredited in accordance with NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source (e.g., plant, mill, factory, or shop).
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. The term "testing laboratory" has the same meaning as the term "testing agency."
- H. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work, to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- I. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work, to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect.

1.3 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Architect regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to Architect for clarification before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified is the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.4 ACTION SUBMITTALS

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Contractor's quality-control personnel.

- B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- C. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Entity responsible for performing tests and inspections.
 - 3. Description of test and inspection.
 - 4. Identification of applicable standards.
 - 5. Identification of test and inspection methods.
 - 6. Number of tests and inspections required.
 - 7. Time schedule or time span for tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.
- D. Reports: Prepare and submit certified written reports and documents as specified.
- E. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

1.6 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, telephone number, and email address of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample-taking and testing and inspection.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
 - 1. Name, address, telephone number, and email address of technical representative making report.

2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement of whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, telephone number, and email address of factory-authorized service representative making report.
 2. Statement that equipment complies with requirements.
 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 4. Statement of whether conditions, products, and installation will affect warranty.
 5. Other required items indicated in individual Specification Sections.

1.7 QUALITY ASSURANCE

- A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that is similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities be performed by entities who are recognized experts in those operations. Specialists will satisfy qualification requirements indicated and engage in the activities indicated.

1. Requirements of authorities having jurisdiction supersede requirements for specialists.
- G. Testing and Inspecting Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented in accordance with ASTM E329, and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect, demonstrate, repair, and perform service on installations of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 1. Contractor's Responsibilities:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. Build site-assembled test assemblies and mockups, using installers who will perform same tasks for Project.
 - e. When testing is complete, remove test specimens and test assemblies , and mockups; do not reuse products on Project.
 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect , with copy to Contractor. Interpret tests and inspections, and state in each report whether tested and inspected Work complies with or deviates from the Contract Documents.

1.8 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
 2. Costs for retesting and reinspecting construction that replaces or is necessitated by Work that failed to comply with the Contract Documents will be charged to Contractor.

- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 2. Engage a qualified testing agency to perform quality-control services.
 - a. Contractor will not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.
 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 5. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections, and state in each report whether tested and inspected Work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform duties of Contractor.
- E. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."
- F. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- G. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and

provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspection equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's Construction Schedule. Update and submit with each Application for Payment.
1. Schedule Contents: Include tests, inspections, and quality-control services, including Contractor- and Owner-retained services, commissioning activities, and other Project-required services paid for by other entities.
 2. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Architect.
 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's and authorities' having jurisdiction reference during normal working hours.
1. Submit log at Project closeout as part of Project Record Documents.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspection, sample-taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.2 USE CHARGES

- A. Installation, removal, and use charges for temporary facilities to be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use with metering . Provide connections and extensions of services and metering as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use with metering . Provide connections and extensions of services and metering as required for construction operations.

1.3 INFORMATIONAL SUBMITTALS

- A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.
- B. Implementation and Termination Schedule: Within 15 days of date established for commencement of the Work, submit schedule indicating implementation and termination dates of each temporary utility.
- C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- D. Moisture- and Mold-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage and mold. Describe delivery, handling, storage, installation, and protection provisions for materials subject to water absorption or water damage.

1. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and requirements for replacing water-damaged Work.
 2. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
 3. Indicate methods to be used to avoid trapping water in finished work.
- E. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Include the following:
1. Locations of dust-control partitions at each phase of work.
 2. HVAC system isolation schematic drawing.
 3. Location of proposed air-filtration system discharge.
 4. Waste-handling procedures.
 5. Other dust-control measures.

1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in United States Access Board's ADA-ABA Accessibility Guidelines and ICC A117.1 .

1.5 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil minimum thickness, with flame-spread rating of 15 or less in accordance with ASTM E84 and passing NFPA 701 Test Method 2.
- B. Dust-Control Adhesive-Surface Walk-Off Mats: Provide mats, minimum 36 by 60 inches.

2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - 2. Heating, Cooling, and Dehumidifying Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
 - 3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return-air grille in system and remove at end of construction and clean HVAC system as required in Section 017700 "Closeout Procedures."
- C. Air-Filtration Units: Primary and secondary HEPA-filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

- A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
 - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

3.2 INSTALLATION, GENERAL

- A. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
 - 1. Prior to commencing work, isolate the HVAC system in area where work is to be performed.
 - a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
 - b. Maintain negative air pressure within work area, using HEPA-equipped air-filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.

2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.

3.3 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.

1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Temporary Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.

1. Provide temporary dehumidification systems when required to reduce ambient and substrate moisture levels to level required to allow installation or application of finishes and their proper curing or drying.

C. Electric Power Service:

1. Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
2. Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
 - a. Install electric power service overhead unless otherwise indicated.
 - b. Connect temporary service to Owner's existing power source, as directed by Owner.

D. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

3.4 SUPPORT FACILITIES INSTALLATION

A. Comply with the following:

1. Utilize designated area within existing building for temporary field offices.
2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

- B. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- C. Storage and Staging: Use designated areas of Project site for storage and staging needs.
- D. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
 - 1. Identification Signs: Provide Project identification signs as indicated on Drawings.
 - 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
 - 3. Maintain and touch up signs, so they are legible at all times.
- E. Waste Disposal Facilities:
 - 1. Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."
- F. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
 - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
 - 1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Tree and Plant Protection:
 - 1. Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- D. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each workday.
- E. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

- F. Temporary Egress: Provide temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction. Provide signage directing occupants to temporary egress.
- G. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
 - 1. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.
 - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition in accordance with requirements of authorities having jurisdiction.
 - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 - 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign, stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.6 MOISTURE AND MOLD CONTROL

- A. Moisture and Mold Protection: Protect stored materials and installed Work in accordance with Moisture and Mold Protection Plan.
- B. Exposed Construction Period: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
 - 1. Protect porous materials from water damage.
 - 2. Keep porous and organic materials from coming into prolonged contact with concrete.
- C. Partially Enclosed Construction Period: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
 - 1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
 - 2. Keep interior spaces reasonably clean and protected from water damage.
 - 3. Discard or replace water-damaged and wet material.
 - 4. Discard and replace stored or installed material that begins to grow mold.
 - 5. Perform work in a sequence that allows wet materials adequate time to dry before enclosing the material in gypsum board or other interior finishes.
- D. Controlled Construction Period: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
 - 1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
 - 2. Use temporary or permanent HVAC system to control humidity within ranges specified for installed and stored materials.

3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.
 - a. Remove and replace materials that cannot be completely restored to their manufactured moisture level within 48 hours.

3.7 OPERATION, TERMINATION, AND REMOVAL

A. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

B. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. The Work of This Section Includes: Administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for Contractor requirements related to Owner-furnished products.
 - 2. Section 012500 "Substitution Procedures" for requests for substitutions.
 - 3. Section 017700 "Closeout Procedures" for submitting warranties.

1.2 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Salvaged items or items reused from other projects are not considered new products. Items that are manufactured or fabricated to include recycled content materials are considered new products unless otherwise indicated.
 - 3. Comparable Product: Product by named manufacturer that is demonstrated and approved through the comparable product submittal process described in "Comparable Products" Article, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. Published attributes and characteristics of basis-of-design product establish salient characteristics of products.
 - 1. Evaluating Comparable Products: In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification.

- C. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications; submit a comparable product request or substitution request, if applicable.
- D. Comparable Product Request Submittal: An action submittal requesting consideration of a comparable product, including the following information:
 - 1. Identification of basis-of-design product or fabrication or installation method to be replaced, including Specification Section number and title and Drawing numbers and titles.
 - 2. Data indicating compliance with the requirements specified in "Comparable Products" Article.
- E. Basis-of-Design Product Specification Submittal: An action submittal complying with requirements in Section 013300 "Submittal Procedures."
- F. Substitution: Refer to Section 012500 "Substitution Procedures" for definition and limitations on substitutions.

1.3 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
 - 1. Resolution of Compatibility Disputes between Multiple Contractors:
 - a. Contractors are responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 - b. If a dispute arises between the multiple contractors over concurrently selectable but incompatible products, Architect will determine which products will be used.
- B. Identification of Products: Except for required labels and operating data, do not attach or imprint manufacturer or product names or trademarks on exposed surfaces of products or equipment that will be exposed to view in occupied spaces or on the exterior.
 - 1. Labels: Locate required product labels and stamps on a concealed surface, or, where required for observation following installation, on a visually accessible surface that is inconspicuous.
 - 2. Equipment Nameplates: Provide a permanent nameplate on each item of service- or power-operated equipment. Locate on a visually accessible but inconspicuous surface. Include information essential for operation, including the following:
 - a. Name of product and manufacturer.
 - b. Model and serial number.
 - c. Capacity.
 - d. Speed.
 - e. Ratings.

3. See individual identification Sections in Divisions 21, 22, 23, and 26 for additional equipment identification requirements.

1.4 COORDINATION

- A. Modify or adjust affected work as necessary to integrate work of approved comparable products and approved substitutions.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products, using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

- B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and that products are undamaged and properly protected.

- C. Storage:

1. Provide a secure location and enclosure at Project site for storage of materials and equipment.
2. Store products to allow for inspection and measurement of quantity or counting of units.
3. Store materials in a manner that will not endanger Project structure.
4. Store products that are subject to damage by the elements under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation and with adequate protection from wind.
5. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.
8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections are to be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on

product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written standard warranty form furnished by individual manufacturer for a particular product and issued in the name of Owner or endorsed by manufacturer to Owner.
 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner and issued in the name of Owner or endorsed by manufacturer to Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included in the Project Manual, prepare a written document, using indicated form properly executed.
 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Architect will make selection.
 5. Descriptive, performance, and reference standard requirements in Specifications establish salient characteristics of products.
 6. Or Equal: For products specified by name and accompanied by the term "or equal," "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.
 - a. Submit additional documentation required by Architect in order to establish equivalency of proposed products. Unless otherwise indicated, evaluation of "or equal" product status is by Architect, whose determination is final.
- B. Product Selection Procedures:

1. Sole Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - a. Sole product may be indicated by the phrase "Subject to compliance with requirements, provide the following."
2. Sole Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - a. Sole manufacturer/source may be indicated by the phrase "Subject to compliance with requirements, provide products by the following."
3. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - a. Limited list of products may be indicated by the phrase "Subject to compliance with requirements, provide one of the following."
4. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed or an unnamed product that complies with requirements.
 - a. Non-limited list of products is indicated by the phrase "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following."
 - b. Provision of an unnamed product is not considered a substitution, if the product complies with requirements.
5. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - a. Limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, provide products by one of the following."
6. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed or a product by an unnamed manufacturer that complies with requirements.
 - a. Non-limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following."
 - b. Provision of products of an unnamed manufacturer is not considered a substitution, if the product complies with requirements.
7. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications may additionally indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
 - a. For approval of products by unnamed manufacturers, comply with requirements in Section 012500 "Substitution Procedures" for substitutions for convenience.

- C. Visual Matching Specification: Where Specifications require the phrase "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or a similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration of Comparable Products: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with the following requirements:
1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those of the named basis-of-design product. Significant product qualities include attributes such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects, with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples, if requested.
- B. Architect's Action on Comparable Products Submittal: If necessary, Architect will request additional information or documentation for evaluation, as specified in Section 013300 "Submittal Procedures." through Construction Manager
1. Form of Approval of Submittal: As specified in Section 013300 "Submittal Procedures."
 2. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- C. Submittal Requirements, Two-Step Process: Approval by Architect of Contractor's request for use of comparable product is not intended to satisfy other submittal requirements. Comply with specified submittal requirements.
- D. Submittal Requirements, Single-Step Process: When acceptable to Architect, incorporate specified submittal requirements of individual Specification Section in combined submittal for comparable products. Approval by Architect of Contractor's request for use of comparable product and of individual submittal requirements will also satisfy other submittal requirements.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Installation.
 - 3. Cutting and patching.
 - 4. Progress cleaning.
 - 5. Starting and adjusting.
 - 6. Protection of installed construction.
 - 7. Correction of the Work.

- B. Related Requirements:
 - 1. Section 011000 "Summary" for coordination of , Owner-performed work , and limits on use of Project site.
 - 2. Section 013300 "Submittal Procedures" for submitting surveys.
 - 3. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.
 - 4. Section 024119 "Selective Demolition" for demolition and removal of selected portions of the building.
 - 5. Section 078413 "Penetration Firestopping" for patching penetrations in fire-rated construction.

1.2 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.

- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

1.3 PREINSTALLATION MEETINGS

- A. Cutting and Patching Conference: Conduct conference at Project site .
 - 1. Prior to commencing work requiring cutting and patching, review extent of cutting and patching anticipated and examine procedures for ensuring satisfactory result from cutting and patching work. Inform Architect of scheduled meeting. Require representatives of

each entity directly concerned with cutting and patching to attend, including the following:

- a. Contractor's superintendent.
 - b. Trade supervisor responsible for cutting operations.
 - c. Trade supervisor(s) responsible for patching of each type of substrate.
 - d. Mechanical, electrical, and utilities subcontractors' supervisors, to the extent each trade is affected by cutting and patching operations.
2. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.4 INFORMATIONAL SUBMITTALS

- A. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:
 1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
 3. Products: List products to be used for patching and firms or entities that will perform patching work.
 4. Dates: Indicate when cutting and patching will be performed.
 5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.
 - a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.

1.5 CLOSEOUT SUBMITTALS

1.6 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 1. Structural Elements: When cutting and patching structural elements, or when encountering the need for cutting and patching of elements whose structural function is not known, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include the following:
 - a. Primary operational systems and equipment.
 - b. Fire separation assemblies.

- c. Air or smoke barriers.
 - d. Fire-suppression systems.
 - e. Plumbing piping systems.
 - f. Mechanical systems piping and ducts.
 - g. Control systems.
 - h. Communication systems.
 - i. Fire-detection and -alarm systems.
 - j. Conveying systems.
 - k. Electrical wiring systems.
 - l. Operating systems of special construction.
 - m. **<Insert operating system>**.
3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
 - a. Water, moisture, or vapor barriers.
 - b. Membranes and flashings.
 - c. Equipment supports.
 - d. Piping, ductwork, vessels, and equipment.
 - e. Noise- and vibration-control elements and systems.
 - f. **<Insert miscellaneous element>**.
 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of specified products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Comply with requirements specified in other Sections.
 1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with sustainable design requirements.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials. Use materials that are not considered hazardous.

- C. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
 - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, gas service piping, and water-service piping; underground electrical services; and other utilities.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - 1. Description of the Work, including Specification Section number and paragraph, and Drawing sheet number and detail, where applicable.
 - 2. List of detrimental conditions, including substrates.
 - 3. List of unacceptable installation tolerances.
 - 4. Recommended corrections.
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect in accordance with requirements in Section 013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks and existing conditions. If discrepancies are discovered, notify Architect promptly.

3.4 INSTALLATION

- A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb, and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
 - 4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces, unless otherwise indicated on Drawings.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure satisfactory results as judged by Architect. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations, so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy of type expected for Project.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on-site and placement in permanent locations.
- F. Tools and Equipment: Select tools or equipment that minimize production of excessive noise levels.

- G. Templates: Obtain and distribute to the parties involved templates for Work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions with manufacturer.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed Work are not indicated, arrange joints for the best visual effect, as judged by Architect. Fit exposed connections together to form hairline joints.

3.5 CUTTING AND PATCHING

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of Work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements in Section 011000 "Summary."
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 6. Proceed with patching after construction operations requiring cutting are complete.
- H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as practicable, as judged by Architect. Provide materials and comply with installation requirements specified in other Sections, where applicable.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch, corner to corner of wall and edge to edge of ceiling. Provide additional coats until patch blends with adjacent surfaces.
 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.6 PROGRESS CLEANING

- A. Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, in accordance with regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
 - 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces in accordance with written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.8 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.
- C. Comply with manufacturer's written instructions for temperature and relative humidity.

3.9 CORRECTION OF THE WORK

- A. Repair or remove and replace damaged, defective, or nonconforming Work. Restore damaged substrates and finishes.
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.
- C. Restore permanent facilities used during construction to their specified condition.
- D. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- E. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- F. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final Completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.

- B. Related Requirements:
 - 1. Section 012900 "Payment Procedures" for requirements for Applications for Payment for Substantial Completion and Final Completion.
 - 2. Section 013233 "Photographic Documentation" for submitting Final Completion construction photographic documentation.
 - 3. Section 017823 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.
 - 4. Section 017839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

1.2 DEFINITIONS

- A. List of Incomplete Items: Contractor-prepared list of items to be completed or corrected, prepared for the Architect's use prior to Architect's inspection, to determine if the Work is substantially complete.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items required by other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.
 - 5. Submit testing, adjusting, and balancing records.
 - 6. Submit sustainable design submittals not previously submitted.
 - 7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Advise Owner of pending insurance changeover requirements.
 - 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 3. Complete startup and testing of systems and equipment.
 - 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 - 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
 - 6. Advise Owner of changeover in utility services.

7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 9. Complete final cleaning requirements.
 10. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.7 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:
1. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list will state that each item has been completed or otherwise resolved for acceptance.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor, listed by room or space number.

2. Organize items applying to each space by major element, including categories for ceilings, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.
4. Submit list of incomplete items in the following format:
 - a. MS Excel Electronic File: Architect will return annotated file.
 - b. PDF Electronic File: Architect will return annotated file.
 - c. Web-Based Project Software Upload: Utilize software feature for creating and updating list of incomplete items (punch list).

1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- D. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
 1. Submit on digital media acceptable to Architect .
- E. Warranties in Paper Form:
 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- F. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
 - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are not planted, mulched, or paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited-access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Clean flooring, removing debris, dirt, and staining; clean in accordance with manufacturer's instructions.
 - i. Vacuum and mop concrete.
 - j. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean in accordance with manufacturer's instructions if visible soil or stains remain.
 - k. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.

- l. Remove labels that are not permanent.
 - m. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - n. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - o. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - p. Clean ducts, blowers, and coils.
 - q. Clean luminaires, lamps, globes, and reflectors to function with full efficiency.
 - r. Clean strainers.
 - s. Leave Project clean and ready for occupancy.
- C. Construction Waste Disposal: Comply with waste-disposal requirements in [**Section 015000 "Temporary Facilities and Controls."**] [**Section 017419 "Construction Waste Management and Disposal."**]

3.2 CORRECTION OF THE WORK

- A. Complete repair and restoration operations required by Section 017300 "Execution" before requesting inspection for determination of Substantial Completion.

END OF SECTION 017700

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory manuals.
 - 2. Emergency manuals.
 - 3. Systems and equipment operation manuals.
 - 4. Systems and equipment maintenance manuals.
 - 5. Product maintenance manuals.
- B. Related Requirements:
 - 1. Section 013300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.

1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 CLOSEOUT SUBMITTALS

- A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Architect will comment on whether content of operation and maintenance submittals is acceptable.
 - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operation and maintenance manuals in the following format:

1. Submit on digital media acceptable to Architect . Enable reviewer comments on draft submittals.
 2. For Final Manual Submittal, Submit three paper copies in bound manuals to Owner.
- C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Architect will comment on whether general scope and content of manual are acceptable.
- D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.
1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.
- E. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

1.5 FORMAT OF OPERATION AND MAINTENANCE MANUALS

- A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
 2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.
- B. Manuals, Paper Copy: Submit manuals in the form of hard-copy, bound and labeled volumes.
1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components

of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.

3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment. Enclose title pages and directories in clear plastic sleeves.
4. Supplementary Prepared on 8-1/2-by-11-inch white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

1.6 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization of Manuals: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 1. Title page.
 2. Table of contents.
 3. Manual contents.
- B. Title Page: Include the following information:
 1. Subject matter included in manual.
 2. Name and address of Project.
 3. Name and address of Owner.
 4. Date of submittal.
 5. Name and contact information for Contractor.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

1.7 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY MANUAL

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals. List items and their location to facilitate ready access to desired information. Include the following:
1. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
 2. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
 3. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

1.8 EMERGENCY MANUALS

- A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- B. Content: Organize manual into a separate section for each of the following:
1. Type of emergency.
 2. Emergency instructions.
 3. Emergency procedures.
- C. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
1. Fire.
 2. Flood.
 3. Gas leak.
 4. Water leak.
 5. Power failure.
 6. Water outage.
 7. System, subsystem, or equipment failure.
 8. Chemical release or spill.
- D. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- E. Emergency Procedures: Include the following, as applicable:
1. Instructions on stopping.
 2. Shutdown instructions for each type of emergency.
 3. Operating instructions for conditions outside normal operating limits.
 4. Required sequences for electric or electronic systems.
 5. Special operating instructions and procedures.

1.9 SYSTEMS AND EQUIPMENT OPERATION MANUALS

- A. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.
1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- B. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
 2. Performance and design criteria if Contractor has delegated design responsibility.
 3. Operating standards.
 4. Operating procedures.
 5. Operating logs.
 6. Wiring diagrams.
 7. Control diagrams.
 8. Piped system diagrams.
 9. Precautions against improper use.
 10. License requirements including inspection and renewal dates.
- C. Descriptions: Include the following:
1. Product name and model number. Use designations for products indicated on Contract Documents.
 2. Manufacturer's name.
 3. Equipment identification with serial number of each component.
 4. Equipment function.
 5. Operating characteristics.
 6. Limiting conditions.
 7. Performance curves.
 8. Engineering data and tests.
 9. Complete nomenclature and number of replacement parts.
- D. Operating Procedures: Include the following, as applicable:
1. Startup procedures.
 2. Equipment or system break-in procedures.
 3. Routine and normal operating instructions.
 4. Regulation and control procedures.
 5. Instructions on stopping.
 6. Normal shutdown instructions.
 7. Seasonal and weekend operating instructions.
 8. Required sequences for electric or electronic systems.

9. Special operating instructions and procedures.
- E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
 - F. Piped Systems: Diagram piping as installed, and identify color coding where required for identification.
- 1.10 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS
- A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.
 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
 - B. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranties and bonds as described below.
 - C. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
 - D. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:
 1. Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 3. Identification and nomenclature of parts and components.
 4. List of items recommended to be stocked as spare parts.
 - E. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

1. Test and inspection instructions.
 2. Troubleshooting guide.
 3. Precautions against improper maintenance.
 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 5. Aligning, adjusting, and checking instructions.
 6. Demonstration and training video recording, if available.
- F. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- G. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- I. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.
- J. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
1. Do not use original project record documents as part of maintenance manuals.
- 1.11 PRODUCT MAINTENANCE MANUALS
- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
 - B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
 - C. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

- D. Product Information: Include the following, as applicable:
1. Product name and model number.
 2. Manufacturer's name.
 3. Color, pattern, and texture.
 4. Material and chemical composition.
 5. Reordering information for specially manufactured products.
- E. Maintenance Procedures: Include manufacturer's written recommendations and the following:
1. Inspection procedures.
 2. Types of cleaning agents to be used and methods of cleaning.
 3. List of cleaning agents and methods of cleaning detrimental to product.
 4. Schedule for routine cleaning and maintenance.
 5. Repair instructions.
- F. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017823

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record specifications.
 - 2. Record Product Data.
 - 3. Miscellaneous record submittals.
- B. Related Requirements:
 - 1. Section 017700 "Closeout Procedures" for general closeout procedures.
 - 2. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 CLOSEOUT SUBMITTALS

- A. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and Contract modifications.
- B. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories of each submittal.
- C. Reports: Submit written report weekly indicating items incorporated into Project Record Documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

1.4 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation, where installation varies from that indicated in Specifications, addenda, and Contract modifications.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.

3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
 5. Note related Change Orders , Record Product Data, and Record Drawings where applicable.
- B. Format: Submit record specifications as annotated PDF electronic file or scanned PDF electronic file(s) of marked-up paper copy of Specifications.

1.5 RECORD PRODUCT DATA

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and revisions to Project Record Documents as they occur; do not wait until end of Project.
- B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders , Record Specifications, and Record Drawings where applicable.
- C. Format: Submit Record Product Data as annotated PDF electronic file or scanned PDF electronic file(s) of marked-up paper copy of Product Data.
1. Include Record Product Data directory organized by Specification Section number and title, electronically linked to each item of Record Product Data.

1.6 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as PDF electronic file or scanned PDF electronic file(s) of marked-up miscellaneous record submittals.
1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

1.7 MAINTENANCE OF RECORD DOCUMENTS

- A. Maintenance of Record Documents: Store Record Documents in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for

construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017839

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Salvage of existing items to be reused or recycled.

B. Related Requirements:

1. Section 011000 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
2. Section 017300 "Execution" for cutting and patching procedures.
3. Section 013516 "Alteration Project Procedures" for general protection and work procedures for alteration projects.

1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse .
- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.3 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.4 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site .
 - 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review structural load limitations of existing structure.
 - 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
 - 5. Review areas where existing construction is to remain and requires protection.

1.5 INFORMATIONAL SUBMITTALS

- A. Schedule of Selective Demolition Activities: Indicate the following:
 - 1. Interruption of utility services. Indicate how long utility services will be interrupted.
 - 2. Coordination for shutoff, capping, and continuation of utility services.
 - 3. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- B. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by salvage and demolition operations. Comply with Section 013233 "Photographic Documentation." Submit before Work begins.

1.6 CLOSEOUT SUBMITTALS

1.7 QUALITY ASSURANCE

1.8 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
 - 1. Before selective demolition, Owner will remove the following items:
 - a. Vehicles, mobilized equipment, racks, totes, and furniture .
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Storage or sale of removed items or materials on-site is not permitted.

- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.

1.9 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSP A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Verify that hazardous materials have been remediated before proceeding with building demolition operations.
- D. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video .

3.2 PREPARATION

- A. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.

3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 2. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.
 - a. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.

3.4 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 - 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
 - 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."
- B. Remove temporary barricades and protections where hazards no longer exist.

3.5 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 - 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 - 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden

space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.

5. Maintain fire watch during and for at least 0.5 hours after flame-cutting operations.
6. Maintain adequate ventilation when using cutting torches.
7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
8. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
9. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
10. Dispose of demolished items and materials promptly. [**Comply with requirements in Section 017419 "Construction Waste Management and Disposal."**]

B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

C. Removed and Salvaged Items:

1. Clean salvaged items.

D. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

3.6 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

3.7 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

B. Burning: Do not burn demolished materials.

3.8 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 072100 - THERMAL INSULATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Glass-fiber blanket insulation.
2. Loose-fill insulation.

B. Related Requirements:

1. Section 072119 "Foamed-in-Place Insulation" for spray-applied polyurethane foam insulation.
2. Section 092613 "Gypsum Veneer Plastering" Section 092900 "Gypsum Board" for sound attenuation blanket used as acoustic insulation.

1.2 ACTION SUBMITTALS

A. Product Data:

1. Glass-fiber blanket insulation.
2. Loose-fill insulation.

1.3 INFORMATIONAL SUBMITTALS

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Protect insulation materials from physical damage and from deterioration due to moisture, soiling, and other sources. Store inside and in a dry location. Comply with manufacturer's written instructions for handling, storing, and protecting during installation.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Labeling: Provide identification of mark indicating R-value of each piece of insulation 12 inches and wider in width.
- B. Thermal-Resistance Value (R-Value): R-38 in accordance with ASTM C518.

2.2 GLASS-FIBER BLANKET INSULATION

- A. Glass-Fiber Blanket Insulation, Unfaced <Insert drawing designation>: ASTM C665, Type I; passing ASTM E136 for combustion characteristics.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. CertainTeed; SAINT-GOBAIN.
 - b. Johns Manville; a Berkshire Hathaway company.
 - c. Knauf Insulation.
 - d. Owens Corning.

2.3 LOOSE-FILL INSULATION

- A. Glass-Fiber Loose-Fill Insulation <Insert drawing designation>: ASTM C764, Type I for pneumatic application .
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. CertainTeed; SAINT-GOBAIN.
 - b. Johns Manville; a Berkshire Hathaway company.
 - c. Knauf Insulation.

2.4 ACCESSORIES

- A. Insulation for Miscellaneous Voids:
1. Glass-Fiber Insulation: ASTM C764, Type II, loose fill; with maximum flame-spread and smoke-developed indexes of 5, per ASTM E84.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Clean substrates of substances that are harmful to insulation, including removing projections capable of puncturing insulation or vapor retarders, or that interfere with insulation attachment.

3.2 INSTALLATION, GENERAL

- A. Comply with insulation manufacturer's written instructions applicable to products and applications.
- B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.
- C. Install insulation with manufacturer's R-value label exposed after insulation is installed.

- D. Extend insulation to envelop entire area to be insulated. Fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
- E. Provide sizes to fit applications and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units unless multiple layers are otherwise shown or required to make up total thickness or to achieve R-value.

3.3 INSTALLATION OF INSULATION IN FRAMED CONSTRUCTION

- A. Blanket Insulation: Install in cavities formed by framing members according to the following requirements:
 - 1. Use insulation widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill the cavities, provide lengths that will produce a snug fit between ends.
 - 2. Place insulation in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
 - 3. Maintain 3-inch clearance of insulation around recessed lighting fixtures not rated for or protected from contact with insulation.
 - 4. For wood-framed construction, install blankets in accordance with ASTM C1320 and as follows:
 - a. With faced blankets having stapling flanges, lap blanket flange over flange of adjacent blanket to maintain continuity of vapor retarder once finish material is installed over it.
- B. Miscellaneous Voids: Install insulation in miscellaneous voids and cavity spaces where required to prevent gaps in insulation using the following materials:
 - 1. Glass-Fiber Insulation: Compact to approximately 40 percent of normal maximum volume equaling a density of approximately 2.5 lb/cu. ft..
- C. Loose-Fill Insulation: Apply in accordance with ASTM C1015 and manufacturer's written instructions.
 - 1. Level horizontal applications to uniform thickness as indicated, lightly settle to uniform density, but do not compact excessively.

3.4 PROTECTION

- A. Protect installed insulation from damage due to harmful weather exposures, physical abuse, and other causes.
- B. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

END OF SECTION 072100

SECTION 076200 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Roof-drainage sheet metal fabrications.

B. Related Requirements:

1. Section 061000 "Rough Carpentry" for wood nailers, curbs, and blocking.

1.2 COORDINATION

- A. Coordinate sheet metal flashing and trim layout and seams with sizes and locations of penetrations to be flashed, and joints and seams in adjacent materials.

- B. Coordinate sheet metal flashing and trim installation with adjoining roofing and wall materials, joints, and seams to provide leakproof, secure, and noncorrosive installation.

1.3 ACTION SUBMITTALS

A. Product Data:

1. Roof-drainage sheet metal fabrications.

- B. Samples for Verification: For each type of exposed finish.

1.4 INFORMATIONAL SUBMITTALS

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For sheet metal flashing and trim, and its accessories, to include in maintenance manuals.

- B. Special warranty.

1.6 QUALITY ASSURANCE

- A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.
 - 1. For copings and roof edge flashings that are ANSI/SPRI/FM 4435/ES-1 tested [**and FM Approvals approved**], shop is to be listed as able to fabricate required details as tested and approved.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage.
 - 1. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
 - 2. Protect stored sheet metal flashing and trim from contact with water.
- B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.

1.8 WARRANTY

- A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Delta E units when tested in accordance with ASTM D2244.
 - b. Chalking in excess of a No. 8 rating when tested in accordance with ASTM D4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Finish Warranty Period: 30 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Sheet metal flashing and trim assemblies, including cleats, anchors, and fasteners, are to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim are not to rattle, leak, or loosen, and are to remain watertight.

- B. Sheet Metal Standard for Flashing and Trim: Comply with [NRCA's "**The NRCA Roofing Manual: Architectural Metal Flashing, Condensation and Air Leakage Control, and Reroofing**"] [and] [SMACNA's "**Architectural Sheet Metal Manual**"] requirements for dimensions and profiles shown unless more stringent requirements are indicated.
- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change: 120 deg F , ambient; 180 deg F , material surfaces .

2.2 SHEET METALS

- A. Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
- B. Aluminum Sheet: ASTM B209, alloy as standard with manufacturer for finish required, with temper as required to suit forming operations and performance required; with [**smooth, flat**] [**embossed**] surface.
 - 1. Exposed Coil-Coated Finish:
 - a. Two-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent polyvinylidene fluoride (PVDF) resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - 2. Color: Match existing .
 - 3. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with minimum total dry film thickness of 0.5 mil.

2.3 FABRICATION, GENERAL

- A. Custom fabricate sheet metal flashing and trim to comply with details indicated and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required.
 - 1. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
 - 2. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
 - 3. Verify shapes and dimensions of surfaces to be covered and obtain field measurements for accurate fit before shop fabrication.
 - 4. Form sheet metal flashing and trim to fit substrates without excessive oil-canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
 - 5. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.

B. Fabrication Tolerances:

1. Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
2. Fabricate sheet metal flashing and trim that is capable of installation to tolerances specified.

C. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.

1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
2. Use lapped expansion joints only where indicated on Drawings.

D. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal in accordance with cited sheet metal standard to provide for proper installation of elastomeric sealant.

E. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.

F. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard [**and by FM Global Property Loss Prevention Data Sheet 1-49**] for application, but not less than thickness of metal being secured.

G. Seams:

1. Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.
2. Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. [**Rivet joints where necessary for strength.**]
3. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. [**Rivet joints where necessary for strength.**]

H. Do not use graphite pencils to mark metal surfaces.

2.4 ROOF-DRAINAGE SHEET METAL FABRICATIONS

A. Hanging Gutters:

1. Fabricate to cross section required, complete with end pieces, outlet tubes, and other accessories as required.
2. Fabricate in minimum 144-inch- long sections.
3. Furnish flat-stock gutter brackets and flat-stock gutter spacers and straps fabricated from same metal as gutters, of size recommended by cited sheet metal standard, but with thickness not less than twice the gutter thickness .

4. Fabricate expansion joints, expansion-joint covers, [**gutter bead reinforcing bars,**] and gutter accessories from same metal as gutters. [**Shop fabricate interior and exterior corners.**]
 5. Gutter Profile: Style A in accordance with cited sheet metal standard.
 6. Expansion Joints: Butt type .
 7. Accessories: [**Continuous, removable leaf screen with sheet metal frame and hardware cloth screen**] Wire-ball downspout strainer .
 8. Gutters with Girth up to 15 Inches (380 mm): Fabricate from the following materials:
 - a. Aluminum: [**0.032 inch**] <Insert dimension> thick.
- B. Downspouts: Fabricate rectangular downspouts to dimensions indicated on Drawings, complete with mitered elbows. Furnish with metal hangers from same material as downspouts and anchors . Shop fabricate elbows.
1. Fabricated Hanger Style: Fig. 1-35G in accordance with SMACNA's "Architectural Sheet Metal Manual."
 2. Fabricate from the following materials:
 - a. Aluminum: 0.024 inch thick.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with installer present, for compliance with requirements for installation tolerances, substrate, and other conditions affecting performance of the Work.
1. Verify compliance with requirements for installation tolerances of substrates.
 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
 3. Verify that air- or water-resistant barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. Install sheet metal flashing and trim to comply with details indicated and recommendations of cited sheet metal standard that apply to installation characteristics required unless otherwise indicated on Drawings.
1. Install fasteners [, **solder**], protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
 2. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of [**solder**] [**welds**] [**sealant**].
 3. Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement.

4. Install sheet metal flashing and trim to fit substrates and to result in watertight performance.
 5. Install continuous cleats with fasteners spaced not more than 12 inches o.c.
 6. Space individual cleats not more than 12 inches apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
 7. Install exposed sheet metal flashing and trim with limited oil-canning, and free of buckling and tool marks.
 8. Do not field cut sheet metal flashing and trim by torch.
 9. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.
1. Coat concealed side of [**uncoated-aluminum**] [**and**] [**stainless steel**] sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim.
1. Space movement joints at maximum of [**10 feet**] <Insert dimension> with no joints within 24 inches of corner or intersection.
 2. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant concealed within joints.
 3. Use lapped expansion joints only where indicated on Drawings.
- D. Fasteners: Use fastener sizes that penetrate [**wood blocking or sheathing not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws**] [**substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance**] <Insert size requirement>.
- E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
- F. Seal joints as required for watertight construction.
1. Use sealant-filled joints unless otherwise indicated.
 - a. Embed hooked flanges of joint members not less than 1 inch into sealant.
 - b. Form joints to completely conceal sealant.
 - c. When ambient temperature at time of installation is between 40 and 70 deg F, set joint members for 50 percent movement each way.
 - d. Adjust setting proportionately for installation at higher ambient temperatures.
 - 1) Do not install sealant-type joints at temperatures below 40 deg F.
 2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."
- G. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter.

1. Pretin edges of sheets with solder to width of 1-1/2 inches; however, reduce pretinning where pretinned surface would show in completed Work.
2. Do not solder [**and**] aluminum sheet.
3. Do not use torches for soldering.
4. Heat surfaces to receive solder, and flow solder into joint.
 - a. Fill joint completely.
 - b. Completely remove flux and spatter from exposed surfaces.

H. Rivets: Rivet joints in [**uncoated aluminum**] [**zinc**] where necessary for strength.

3.3 INSTALLATION OF ROOF-DRAINAGE SYSTEM

A. Install sheet metal roof-drainage items to produce complete roof-drainage system in accordance with cited sheet metal standard unless otherwise indicated. Coordinate installation of roof perimeter flashing with installation of roof-drainage system.

B. Hanging Gutters (7" w X 5.5" h Min.):

1. Join sections with riveted and soldered joints or joints sealed with sealant.
2. Provide for thermal expansion.
3. Attach gutters at eave or fascia to firmly anchor them in position.
4. Provide end closures and seal watertight with sealant.
5. Slope to downspouts.
6. Fasten gutter spacers to front and back of gutter.
7. Anchor and loosely lock back edge of gutter to continuous [**cleat**] [**eave or apron flashing**].
8. Anchor back of gutter that extends onto roof deck with cleats spaced not more than [**24 inches**] <Insert dimension> apart.
9. Anchor gutter with [**gutter brackets**] [**straps**] [**twisted straps**] spaced not more than [**24 inches**] [**30 inches**] [**36 inches**] <Insert dimension> apart to roof deck unless otherwise indicated, and loosely lock to front gutter bead.
10. Anchor gutter with spikes and ferrules spaced not more than [**24 inches**] [**30 inches**] <Insert dimension> apart.
11. Install gutter with expansion joints at locations indicated on Drawings, but not exceeding, [**50 feet**] <Insert dimension> apart. Install expansion-joint caps.
12. Install continuous gutter screens on gutters with noncorrosive fasteners, [**removable**] [**hinged to swing open**] for cleaning gutters.

C. Downspouts (4" Min.):

1. Join sections with 1-1/2-inch telescoping joints.
2. Provide hangers with fasteners designed to hold downspouts securely to walls.
3. Locate hangers at top and bottom and at approximately 60 inches o.c.
4. Provide elbows at base of downspout to direct water away from building.
5. Connect downspouts to underground drainage system.

D. Expansion-Joint Covers: Install expansion-joint covers at locations and of configuration indicated on Drawings. Lap joints minimum of 4 inches in direction of water flow.

3.4 INSTALLATION OF MISCELLANEOUS FLASHING

3.5 INSTALLATION TOLERANCES

- A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

3.6 CLEANING

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder.
- C. Clean off excess sealants.

3.7 PROTECTION

- A. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions.
- B. On completion of sheet metal flashing and trim installation, remove unused materials and clean finished surfaces as recommended in writing by sheet metal flashing and trim manufacturer.
- C. Maintain sheet metal flashing and trim in clean condition during construction.
- D. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures, as determined by Architect.

END OF SECTION 076200

SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Nonstaining silicone joint sealants.

B. Related Requirements:

1. Section 079100 "Preformed Joint Seals" for preformed compressible foam and precured joint seals.
2. Section 079219 "Acoustical Joint Sealants" for sealing joints in sound-rated construction.
3. Section 321373 "Concrete Paving Joint Sealants" for sealing joints in paved roads, parking lots, walkways, and curbing.

1.2 ACTION SUBMITTALS

A. Product Data:

1. Nonstaining silicone joint sealants.

- B. Samples for Verification: For each type and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- wide joints formed between two 6-inch- long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

1.3 INFORMATIONAL SUBMITTALS

- A. Preconstruction Field-Adhesion-Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on testing specified in "Preconstruction Testing" Article.

1.4 CLOSEOUT SUBMITTALS

1.5 QUALITY ASSURANCE

1.6 PRECONSTRUCTION TESTING

- A. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates as follows:

1. Locate test joints where indicated on Project or, if not indicated, as directed by Architect.

2. Conduct field tests for each kind of sealant and joint substrate.
3. Notify Architect seven days in advance of dates and times when test joints will be erected.
4. Arrange for tests to take place with joint-sealant manufacturer's technical representative present.
5. Test Method: Test joint sealants in accordance with Method A, Tail Procedure, in ASTM C1521.
 - a. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
6. Report whether sealant failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
7. Evaluation of Preconstruction Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

1.7 FIELD CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer.
 2. When joint substrates are wet.
 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.8 WARRANTY

- A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 1. Warranty Period: 5 years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 JOINT SEALANTS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.2 NONSTAINING SILICONE JOINT SEALANTS

- A. Nonstaining Joint Sealants: No staining of substrates when tested in accordance with ASTM C1248.
- B. Silicone, Nonstaining, S, NS, 50, NT: Nonstaining, single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 50, Use NT.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Adfast.
 - b. GE Construction Sealants; Momentive Performance Materials Inc.
 - c. Pecora Corporation.
 - d. Sika Corporation - Building Components.
 - e. Soudal Accumetric.
 - f. The Dow Chemical Company.
 - g. Tremco Incorporated.

2.3 JOINT-SEALANT BACKING

- A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Adfast.
 - b. Alcot Plastics Ltd.
 - c. Construction Foam Products; a division of Nomaco, Inc.
 - d. Master Builders Solutions; brand of MBCC Group.
- B. Cylindrical Sealant Backings: ASTM C1330, Type C (closed-cell material with a surface skin) , and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.4 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
 - a. **<Insert other nonporous joint substrate>**.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants in accordance with requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 3. Provide concave joint profile in accordance with Figure 8A in ASTM C1193 unless otherwise indicated.

3.4 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION 079200

SECTION 085200 - WOOD WINDOWS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes vinyl-clad wood windows.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site .
 - 1. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 2. Review, discuss, and coordinate the interrelationship of wood windows with other exterior wall components. Include provisions for anchoring, flashing, weeping, sealing perimeters, and protecting finishes.
 - 3. Review and discuss the sequence of work required to construct a watertight and weathertight exterior building envelope.
 - 4. Inspect and discuss the condition of substrate and other preparatory work performed by other trades.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, glazing and fabrication methods, dimensions of individual components and profiles, hardware, and finishes for wood windows.
- B. Shop Drawings: For wood windows.
 - 1. Include plans, elevations, sections, hardware, accessories, insect screens, operational clearances, and details of installation, including anchor, flashing, and sealant installation.
- C. Samples for Verification: For wood windows and components required, prepared on Samples of size indicated below:
 - 1. Exposed Finishes: .
 - 2. Exposed Hardware: Full-size units.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An installer acceptable to wood window manufacturer for installation of units required for this Project.

1.7 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace wood windows that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Failure to meet performance requirements.
 - b. Structural failures including excessive deflection, water leakage, and air infiltration.
 - c. Faulty operation of movable sash and hardware.
 - d. Deterioration of materials and finishes beyond normal weathering.
 - e. Failure of insulating glass.
 - 2. Warranty Period:
 - a. Window: 10 years from date of Substantial Completion.
 - b. Glazing Units: 10 years from date of Substantial Completion.
 - c. Vinyl Cladding: Lifetime warranty.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations: Obtain wood windows from single source from single manufacturer.

2.2 WINDOW PERFORMANCE REQUIREMENTS

- A. Product Standard: Comply with AAMA/WDMA/CSA 101/I.S.2/A440 for definitions and minimum standards of performance, materials, components, accessories, and fabrication unless more stringent requirements are indicated.
 - 1. Window Certification: WDMA certified with label attached to each window.
- B. Performance Class and Grade: AAMA/WDMA/CSA 101/I.S.2/A440 as follows:
 - 1. Minimum Performance Class: LC .
 - 2. Minimum Performance Grade: 50 .
- C. Thermal Transmittance: NFRC 100 maximum whole-window U-factor of 0.32 Btu/sq. ft. x h x deg F .

- D. Solar Heat-Gain Coefficient (SHGC): NFRC 200 maximum whole-window SHGC of 0.40 .

2.3 WOOD WINDOWS

- A. Vinyl-Clad Wood Windows:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Andersen Windows, Inc.; Andersen Corporation.
 - b. Jeld-Wen, Inc.
 - c. Weather Shield Mfg., Inc.

- B. Operating Types: Provide the following operating types in locations indicated on Drawings:

1. Casement: Project out.

- C. Frames and Sashes: Fine-grained wood lumber complying with AAMA/WDMA/CSA 101/I.S.2/A440; kiln dried to a moisture content of not more than 12 percent at time of fabrication; free of visible finger joints, blue stain, knots, pitch pockets, and surface checks larger than 1/32 inch deep by 2 inches wide; water-repellent preservative treated.

1. Exterior Finish: Vinyl-clad wood.
 - a. Color: Match existing .
2. Interior Finish: Owner selection .
 - a. Color: As selected by Architect from manufacturer's full range .

- D. Insulating-Glass Units: ASTM E 2190.

1. Glass: ASTM C 1036, Type 1, Class 1, q3.
 - a. Tint: Clear .
 - b. Kind: Fully tempered <Insert requirements>.
2. Lites: Two .
3. Filling: Fill space between glass lites with argon.
4. Low-E Coating: [**Sputtered on second surface**] .

- E. Glazing System: Manufacturer's standard factory-glazing system that produces weathertight seal .

- F. Hardware, General: Provide manufacturer's standard hardware fabricated from aluminum, stainless steel, carbon steel complying with AAMA 907, or other corrosion-resistant material compatible with adjacent materials; designed to smoothly operate, tightly close, and securely lock windows, and sized to accommodate sash weight and dimensions.

1. Exposed Hardware Color and Finish: Owner selection .

- G. Projected Window Hardware:

1. Gear-Type Rotary Operators: Complying with AAMA 901 when tested according to ASTM E 405, Method A. Provide operators that function without requiring the removal of interior screens or using screen wickets.

- a. Type and Style: As selected by Architect from manufacturer's full range of types and styles .
 2. Hinges: Manufacturer's standard type for sash weight and size indicated .
 3. Single-Handle Locking System: Operates positive-acting arms that pull sash into locked position. Provide one arm on sashes up to 29 inches tall and two arms on taller sashes.
- H. Weather Stripping: Provide full-perimeter weather stripping for each operable sash unless otherwise indicated.
- I. Fasteners: Noncorrosive and compatible with window members, trim, hardware, anchors, and other components.
1. Exposed Fasteners: Do not use exposed fasteners to greatest extent possible. For application of hardware, use fasteners that match finish hardware being fastened.

2.4 ACCESSORIES

2.5 INSECT SCREENS

- A. General: Fabricate insect screens to integrate with window frame. Provide screen for each operable exterior sash. Screen wickets are not permitted.
- B. Aluminum Frames: Manufacturer's standard aluminum alloy complying with SMA 1004 or SMA 1201. Fabricate frames with mitered or coped joints or corner extrusions, concealed fasteners, and removable PVC spline/anchor concealing edge of frame.
1. Tubular Framing Sections and Cross Braces: Roll formed from aluminum sheet.
- C. Aluminum Wire Fabric: 18-by-16 mesh of 0.011-inch- diameter, coated aluminum wire.

2.6 FABRICATION

- A. Fabricate wood windows in sizes indicated. Include a complete system for installing and anchoring windows.
- B. Glaze wood windows in the factory.
- C. Weather strip each operable sash to provide weathertight installation.
- D. Weep Holes: Provide weep holes and internal passages to conduct infiltrating water to exterior.
- E. Provide water-shed members above side-hinged sashes and similar lines of natural water penetration.
- F. Mullions: Provide mullions and cover plates, matching window units, complete with anchors for support to structure and installation of window units. Allow for erection tolerances and provide for movement of window units due to thermal expansion and building deflections. Provide mullions and cover plates capable of withstanding design wind loads of window units.

- G. Complete fabrication, assembly, finishing, hardware application, and other work in the factory to greatest extent possible. Disassemble components only as necessary for shipment and installation. Allow for scribing, trimming, and fitting at Project site.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine openings, substrates, structural support, anchorage, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Verify rough opening dimensions, levelness of sill plate, and operational clearances.
- C. Examine wall flashings, vapor retarders, water and weather barriers, and other built-in components to ensure weathertight window installation.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Comply with manufacturer's written instructions for installing windows, hardware, accessories, and other components. For installation procedures and requirements not addressed in manufacturer's written instructions, comply with installation requirements in ASTM E 2112.
- B. Install windows level, plumb, square, true to line, without distortion, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction to produce weathertight construction.

3.3 ADJUSTING, CLEANING, AND PROTECTION

- A. Adjust operating sashes and hardware for a tight fit at contact points and weather stripping for smooth operation and weathertight closure.
- B. Clean exposed surfaces immediately after installing windows. Remove excess sealants, glazing materials, dirt, and other substances.
 - 1. Keep protective films and coverings in place until final cleaning.
- C. Remove and replace sashes if glass has been broken, chipped, cracked, abraded, or damaged during construction period.
- D. Protect window surfaces from contact with contaminating substances resulting from construction operations. If contaminating substances do contact window surfaces, remove contaminants immediately according to manufacturer's written instructions.

END OF SECTION 085200

SECTION 092900 - GYPSUM BOARD

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Interior gypsum board.

B. Related Requirements:

1. Section 079219 "Acoustical Joint Sealants" for acoustical joint sealants installed in gypsum board assemblies.

1.2 ACTION SUBMITTALS

A. Product Data: For the following:

1. Gypsum board, Type X.
2. Interior trim.
3. Joint treatment materials.
4. Laminating adhesive.
5. Acoustical sealant.

1.3 DELIVERY, STORAGE AND HANDLING

- A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

1.4 FIELD CONDITIONS

- A. Environmental Limitations: Comply with ASTM C840 requirements or gypsum board manufacturer's written instructions, whichever are more stringent.
- B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.
- C. Do not install panels that are wet, moisture damaged, and mold damaged.
 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or blotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated in accordance with ASTM E119 by an independent testing agency.
- B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated in accordance with ASTM E90 and classified in accordance with ASTM E413 by an independent testing agency.

2.2 GYPSUM BOARD, GENERAL

- A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.3 INTERIOR GYPSUM BOARD

2.4 SPECIALTY GYPSUM BOARD

- A. Gypsum Board, Type X: ASTM C1396/C1396M. Manufactured to have increased fire-resistive capability.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. American Gypsum.
 - b. Georgia-Pacific Gypsum LLC.
 - c. USG Corporation.
 - 2. Thickness: 5/8-inch.
 - 3. Long Edges: Tapered.

2.5 TRIM ACCESSORIES

- A. Interior Trim: ASTM C1047.
 - 1. Material: Galvanized or aluminum-coated steel sheet or rolled zinc .
 - 2. Shapes:
 - a. Cornerbead.
 - b. L-Bead: L-shaped; exposed long flange receives joint compound.

2.6 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C475/C475M.
- B. Joint Tape:

1. Interior Gypsum Board: Paper.
 2. Glass-Mat Gypsum Sheathing Board: 10-by-10 glass mesh.
- C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.
1. Prefilling: At open joints , rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping compound.
 - a. Use setting-type compound for installing paper-faced metal trim accessories.
 3. Fill Coat: For second coat, use setting-type, sandable topping compound.
 4. Finish Coat: For third coat, use setting-type, sandable topping compound.
 5. Skim Coat: For final coat of Level 5 finish, use setting-type, sandable topping compound

2.7 AUXILIARY MATERIALS

- A. Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.
- B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.
- C. Steel Drill Screws: ASTM C1002 unless otherwise indicated.
1. Use screws complying with ASTM C954 for fastening panels to steel members from 0.033 to 0.112 inch thick.
 2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.
- D. Acoustical Sealant: As specified in Section 079219 "Acoustical Joint Sealants."
- E. Thermal Insulation: As specified in Section 072100 "Thermal Insulation."
- F. Vapor Retarder: As specified in Section 072600 "Vapor Retarders."

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and substrates including welded hollow-metal frames and support framing, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.

- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION AND FINISHING OF PANELS, GENERAL

- A. Comply with ASTM C840.
- B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.
- C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.
- D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
- E. Form control and expansion joints with space between edges of adjoining gypsum panels.
- F. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.
 - 1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. in area.
 - 2. Fit gypsum panels around ducts, pipes, and conduits.
 - 3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch- wide joints to install sealant.
- G. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments. Provide 1/4- to 1/2-inch- wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- H. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.
- I. Wood Framing: Install gypsum panels over wood framing, with floating internal corner construction. Do not attach gypsum panels across the flat grain of wide-dimension lumber, including floor joists and headers. Float gypsum panels over these members or provide control joints to counteract wood shrinkage.
- J. STC-Rated Assemblies: Seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C919 and with manufacturer's written instructions for locating edge trim and closing off sound-flanking paths around or through assemblies, including sealing partitions above acoustical ceilings.

- K. Install sound attenuation blankets before installing gypsum panels unless blankets are readily installed after panels have been installed on one side.

3.3 INSTALLATION OF INTERIOR GYPSUM BOARD

- A. Install interior gypsum board in the following locations:
 - 1. Type C: **[As indicated on Drawings] [Where required for specific fire-resistance-rated assembly indicated].**
- B. Multilayer Application:
 - 1. On ceilings, apply gypsum board indicated for base layers before applying base layers on walls/partitions; apply face layers in same sequence. Apply base layers at right angles to framing members and offset face-layer joints one framing member, 16 inches minimum, from parallel base-layer joints, unless otherwise indicated or required by fire-resistance-rated assembly.
 - 2. On partitions/walls, apply gypsum board indicated for base layers and face layers vertically (parallel to framing) with joints of base layers located over stud or furring member and face-layer joints offset at least one stud or furring member with base-layer joints unless otherwise indicated or required by fire-resistance-rated assembly. Stagger joints on opposite sides of partitions.
 - 3. On Z-shaped furring members, apply base layer vertically (parallel to framing) and face layer either vertically (parallel to framing) or horizontally (perpendicular to framing) with vertical joints offset at least one furring member. Locate edge joints of base layer over furring members.
 - 4. Fastening Methods: Fasten base layers **[and face layers separately to supports with screws]**.

3.4 INSTALLATION OF TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Control Joints: Install control joints **[at locations indicated on Drawings] [in accordance with ASTM C840 and in specific locations approved by Architect for visual effect].**
- C. Interior Trim: Install in the following locations:
 - 1. Cornerbead: Use at outside corners **[unless otherwise indicated].**

3.5 FINISHING OF GYPSUM BOARD

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.

- B. Prefill open joints and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below and in accordance with ASTM C840:
 - 1. Level 5: .
 - a. Primer and its application to surfaces are specified in Section 099123 "Interior Painting."

3.6 PROTECTION

- A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.
- B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- C. Remove and replace panels that are wet, moisture damaged, and mold damaged.
 - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 092900

SECTION 095113 - ACOUSTICAL PANEL CEILINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Acoustical panels.
2. Metal suspension system.

B. Products furnished, but not installed under this Section, include anchors, clips, and other ceiling attachment devices to be cast in concrete.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site .

1.3 ACTION SUBMITTALS

A. Product Data:

1. Acoustical panels.
2. Metal suspension system.

B. Samples for Verification: For each component indicated and for each exposed finish required, prepared on Samples of sizes indicated below:

1. Acoustical Panels: Set of 6-inch- square Samples of each type, color, pattern, and texture.
2. Exposed Suspension-System Members, Moldings, and Trim: Set of 6-inch- long Samples of each type, finish, and color.

1.4 INFORMATIONAL SUBMITTALS

1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For finishes to include in maintenance manuals.

1.6 QUALITY ASSURANCE

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver acoustical panels, suspension-system components, and accessories to Project site and store them in a fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, direct sunlight, surface contamination, and other causes.
- B. Before installing acoustical panels, permit them to reach room temperature and a stabilized moisture content.

1.8 FIELD CONDITIONS

- A. Environmental Limitations: Do not install acoustical panel ceilings until spaces are enclosed and weathertight, wet-work in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
 - 1. Pressurized Plenums: Operate ventilation system for not less than 48 hours before beginning acoustical panel ceiling installation.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Resistance Ratings: Comply with ASTM E119; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - 1. Indicate design designations from UL or from the listings of another qualified testing agency.

2.2 ACOUSTICAL PANELS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Armstrong Ceiling & Wall Solutions.
 - 2. CertainTeed; SAINT-GOBAIN.
 - 3. USG Corporation.
- B. Acoustical Panel Standard: Provide manufacturer's standard panels in accordance with ASTM E1264 and designated by type, form, pattern, acoustical rating, and light reflectance unless otherwise indicated.
- C. Classification: Provide fire-resistance-rated panels as follows:

1. Type and Form, Type III: Mineral base with painted finish; Form 2, water felted .
 2. Pattern: CE (perforated, small holes and lightly textured) .
- D. Color: White .
- E. Light Reflectance (LR): Not less than 0.82 .
- F. Ceiling Attenuation Class (CAC): Not less than 35 .
- G. Noise Reduction Coefficient (NRC): Not less than 0.55 .
- H. Edge/Joint Detail: Square .
- I. Thickness:
1. 5/8 inch .
 2. 5/8 inch [**3/4 inch**] .
- J. Modular Size: 24 by 48 inches .
- K. Antimicrobial Treatment: Manufacturer's standard broad spectrum, antimicrobial formulation that inhibits fungus, mold, mildew, and gram-positive and gram-negative bacteria and showing no mold, mildew, or bacterial growth when tested in accordance with ASTM D3273, ASTM D3274, or ASTM G21 and evaluated in accordance with ASTM D3274 or ASTM G21.

2.3 METAL SUSPENSION SYSTEM

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Armstrong Ceiling & Wall Solutions.
 2. CertainTeed; SAINT-GOBAIN.
 3. USG Corporation.
- B. Metal Suspension-System Standard: Provide manufacturer's standard, direct-hung, metal suspension system and accessories in accordance with ASTM C635/C635M and designated by type, structural classification, and finish indicated.
1. High-Humidity Finish: Where indicated, provide coating tested and classified for "severe environment performance" in accordance with ASTM C635/C635M.
- C. Wide-Face, Capped, Double-Web, Steel Suspension System: Main and cross runners roll formed from cold-rolled steel sheet; prepainted, electrolytically zinc coated, or hot-dip galvanized, G30 coating designation; with prefinished 15/16-inch- wide metal caps on flanges.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, including structural framing to which acoustical panel ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage and with requirements for installation tolerances and other conditions affecting performance of acoustical panel ceilings.
- B. Examine acoustical panels before installation. Reject acoustical panels that are wet, moisture damaged, or mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Measure each ceiling area and establish layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders unless otherwise indicated, and comply with layout shown on reflected ceiling plans.
- B. Layout openings for penetrations centered on the penetrating items.

3.3 INSTALLATION OF ACOUSTICAL PANEL CEILINGS

- A. Install acoustical panel ceilings in accordance with ASTM C636/C636M and manufacturer's written instructions.
 - 1. Fire-Rated Assembly: Install fire-rated ceiling systems in accordance with tested fire-rated design.
- B. Suspend ceiling hangers from building's structural members and as follows:
 - 1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structure or of ceiling suspension system.
 - 2. Splay hangers only where required and, if permitted with fire-resistance-rated ceilings, to miss obstructions; offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
 - 3. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with location of hangers at spacings required to support standard suspension-system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices.
 - 4. Secure wire hangers to ceiling-suspension members and to supports above with a minimum of three tight turns. Connect hangers directly to structure or to inserts, eye screws, or other devices that are secure and appropriate for substrate and that will not deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.

5. Secure flat, angle, channel, and rod hangers to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices that are secure and appropriate for both the structure to which hangers are attached and the type of hanger involved. Install hangers in a manner that will not cause them to deteriorate or fail due to age, corrosion, or elevated temperatures.
 6. Do not support ceilings directly from permanent metal forms or floor deck. Fasten hangers to cast-in-place hanger inserts, postinstalled mechanical or adhesive anchors, or power-actuated fasteners that extend through forms into concrete.
 7. When steel framing does not permit installation of hanger wires at spacing required, install carrying channels or other supplemental support for attachment of hanger wires.
 8. Do not attach hangers to steel deck tabs.
 9. Do not attach hangers to steel roof deck. Attach hangers to structural members.
 10. Space hangers not more than 48 inches o.c. along each member supported directly from hangers unless otherwise indicated; provide hangers not more than 8 inches from ends of each member.
 11. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards.
- C. Secure bracing wires to ceiling suspension members and to supports with a minimum of four tight turns. Suspend bracing from building's structural members as required for hangers, without attaching to permanent metal forms, steel deck, or steel deck tabs. Fasten bracing wires into concrete with cast-in-place or postinstalled anchors.
- D. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical panels.
1. Apply acoustical sealant in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.
 2. Screw attach moldings to substrate at intervals not more than 16 inches o.c. and not more than 3 inches from ends. Miter corners accurately and connect securely.
 3. Do not use exposed fasteners, including pop rivets, on moldings and trim.
- E. Install suspension-system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.
- F. Install acoustical panels with undamaged edges and fit accurately into suspension-system runners and edge moldings. Scribe and cut panels at borders and penetrations to provide precise fit.
1. Arrange directionally patterned acoustical panels as follows:
 - a. As indicated on reflected ceiling plans.
 - b. Install panels with pattern running in one direction parallel to long axis of space.
 - c. Install panels in a basket-weave pattern.
 2. For square-edged panels, install panels with edges fully hidden from view by flanges of suspension-system runners and moldings.
 3. For reveal-edged panels on suspension-system runners, install panels with bottom of reveal in firm contact with top surface of runner flanges.
 4. For reveal-edged panels on suspension-system members with box-shaped flanges, install panels with reveal surfaces in firm contact with suspension-system surfaces and panel faces flush with bottom face of runners.

5. Paint cut edges of panel remaining exposed after installation; match color of exposed panel surfaces using coating recommended in writing for this purpose by acoustical panel manufacturer.
6. Install clips in areas indicated; space in accordance with panel manufacturer's written instructions unless otherwise indicated.
7. Protect lighting fixtures and air ducts in accordance with requirements indicated for fire-resistance-rated assembly.

3.4 ERECTION TOLERANCES

- A. Suspended Ceilings: Install main and cross runners level to a tolerance of 1/8 inch in 12 feet , non-cumulative.
- B. Moldings and Trim: Install moldings and trim to substrate and level with ceiling suspension system to a tolerance of 1/8 inch in 12 feet , non-cumulative.

3.5 CLEANING

- A. Clean exposed surfaces of acoustical panel ceilings, including trim, edge moldings, and suspension-system members. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage.
- B. Remove and replace ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION 095113

SECTION 099123 - INTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Primers.
 - 2. Water-based finish coatings.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
 - 1. Include preparation requirements and application instructions.
 - 2. Indicate VOC content.
- B. Samples for Initial Selection: For each type of topcoat product.
- C. Samples for Verification: For each type of paint system and each color and gloss of topcoat.
 - 1. Submit Samples on rigid backing, 8 inches square.
 - 2. Apply coats on Samples in steps to show each coat required for system.
 - 3. Label each coat of each Sample.
 - 4. Label each Sample for location and application area.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Paint Products: 5 percent, but not less than 1 gal. of each material and color applied.

1.5 QUALITY ASSURANCE

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.7 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures of less than 5 deg F above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Behr Paint Company; Behr Process Corporation.
 - 2. Benjamin Moore & Co.
 - 3. PPG Paints; PPG Industries, Inc.
 - 4. Sherwin-Williams Company (The).
- B. Source Limitations: Obtain each paint product from single source from single manufacturer.

2.2 PAINT PRODUCTS, GENERAL

- A. Material Compatibility:
 - 1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - 2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.
- B. Colors: Match existing .

2.3 PRIMERS

- A. Interior Latex Primer Sealer: Water-based latex sealer used on new interior plaster, concrete, and gypsum wallboard surfaces.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Behr Paint Company; Behr Process Corporation.
 - b. Benjamin Moore & Co.
 - c. PPG Paints; PPG Industries, Inc.
 - d. Sherwin-Williams Company (The).

2.4 WATER-BASED FINISH COATS

- A. Interior, Latex, Semigloss: Pigmented, water-based paint for use on primed/sealed interior plaster and gypsum board, and on primed wood and metals.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Behr Paint Company; Behr Process Corporation.
 - b. Benjamin Moore & Co.
 - c. PPG Paints; PPG Industries, Inc.
 - d. Sherwin-Williams Company (The).
 2. Gloss Level: Manufacturer's standard semigloss finish .
- B. Interior, Latex, Institutional Low Odor/VOC, Semigloss: White or colored latex paint with low-odor characteristics and a VOC of less than 10 grams per liter, for use in areas, such as hospitals and other occupied buildings, where the odor and VOC levels of conventional latex products would preclude their use.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Behr Paint Company; Behr Process Corporation.
 - b. Benjamin Moore & Co.
 - c. PPG Paints; PPG Industries, Inc.
 - d. Sherwin-Williams Company (The).
 2. Gloss Level: Manufacturer's standard semigloss finish .
- C. Interior, Water-Based Light-Industrial Coating, Semigloss: Pigmented, water-based emulsion coating for interior primed wood and metal surfaces (e.g., walls, doors, frames, trim, and sash), providing resistance to moderate abrasion and mild chemical exposure and corrosive conditions.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Behr Paint Company; Behr Process Corporation.
 - b. Benjamin Moore & Co.
 - c. PPG Paints; PPG Industries, Inc.
 - d. Sherwin-Williams Company (The).
 2. Gloss Level: Manufacturer's standard semigloss finish .

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - 1. Concrete: 12 percent.
 - 2. Fiber-Cement Board: 12 percent.
 - 3. Masonry (Clay and CMUs): 12 percent.
 - 4. Wood: 15 percent.
 - 5. Gypsum Board: 12 percent.
 - 6. Plaster: 12 percent.
- C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- D. Plaster Substrates: Verify that plaster is fully cured.
- E. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
- F. Proceed with coating application only after unsatisfactory conditions have been corrected.
 - 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Wood Substrates:
 - 1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
 - 2. Sand surfaces that will be exposed to view, and dust off.

3. Prime edges, ends, faces, undersides, and backsides of wood.
4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

3.3 INSTALLATION

- A. Apply paints according to manufacturer's written instructions.
 1. Use applicators and techniques suited for paint and substrate indicated.
 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
 4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
 5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- C. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- D. When not painting an entire room, paint the effected surface to the nearest hard edge.

3.4 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
 1. Do not clean equipment with free-draining water and prevent solvents, thinners, cleaners, and other contaminants from entering into waterways, sanitary and storm drain systems, and ground.
 2. Dispose of contaminants in accordance with requirements of authorities having jurisdiction.
 3. Allow empty paint cans to dry before disposal.
 4. Collect waste paint by type and deliver to recycling or collection facility.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.5 INTERIOR PAINTING SCHEDULE

A. Finish Carpentry: Wood trim Windows .

1. Latex over Latex Primer System :
 - a. Prime Coat: Interior latex primer for wood.
 - b. Intermediate Coat: Matching topcoat.
 - c. Topcoat: Interior, latex, semigloss .
2. Institutional Low-Odor/VOC Latex System :
 - a. Prime Coat: Interior latex primer for wood.
 - b. Intermediate Coat: Matching topcoat.
 - c. Topcoat: Interior, latex, institutional low odor/VOC, semigloss .
3. Water-Based Light-Industrial Coating System :
 - a. Prime Coat: Interior alkyd primer sealer.
 - b. Intermediate Coat: Matching topcoat.
 - c. Topcoat: Interior, water-based, light-industrial coating, semigloss .

B. Gypsum Board and Plaster Substrates:

1. Latex over Latex Sealer System :
 - a. Prime Coat: Interior latex primer sealer.
 - b. Intermediate Coat: Matching topcoat.
 - c. Topcoat: Interior, latex, semigloss .
2. Institutional Low-Odor/VOC Latex System :
 - a. Prime Coat: Interior, institutional low-odor/VOC primer sealer.
 - b. Intermediate Coat: Matching topcoat.
 - c. Topcoat: Interior, latex, institutional low odor/VOC, semigloss .
3. Water-Based Light-Industrial Coating System :
 - a. Prime Coat: Interior latex primer sealer.
 - b. Intermediate Coat: Matching topcoat.
 - c. Topcoat: Interior, water-based, light-industrial coating, semigloss .

C. Insulation-Covering Substrates: Including .

END OF SECTION 099123

SECTION 230500 - COMMON WORK RESULTS FOR HVAC

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Motors.
2. Packed expansion joints.
3. Packless expansion joints.
4. Grooved-joint expansion joints.
5. Alignment guides and anchors.
6. Sleeves without waterstop.
7. Sleeves with waterstop.
8. Stack-sleeve fittings.
9. Sleeve-seal systems.
10. Grout.
11. Silicone sealants.
12. Escutcheons.

1.2 DEFINITIONS

- A. Existing Piping To Remain: Existing piping that is not to be removed and that is not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.3 ACTION SUBMITTALS

1.4 INFORMATIONAL SUBMITTALS

1.5 CLOSEOUT SUBMITTALS

1.6 QUALITY ASSURANCE

1.7 COORDINATION

- A. Coordinate features of motors, installed units, and accessory devices to be compatible with the following:
1. Motor controllers.
 2. Torque, speed, and horsepower requirements of the load.
 3. Ratings and characteristics of supply circuit and required control sequence.
 4. Ambient and environmental conditions of installation location.

PART 2 - PRODUCTS

2.1 MOTORS

A. Motor Requirements, General:

1. Content includes motors for use on alternating-current power systems of up to 600 V and installed at equipment manufacturer's factory or shipped separately by equipment manufacturer for field installation.
2. Comply with requirements in this Section except when stricter requirements are specified in equipment schedules or Sections.
3. Comply with NEMA MG 1 unless otherwise indicated.
4. Comply with IEEE 841 for severe-duty motors.

B. Motor Characteristics:

1. Duty: Continuous duty at ambient temperature of 40 deg C and at altitude of 3300 ft. above sea level.
2. Capacity and Torque Characteristics: Sufficient to start, accelerate, and operate connected loads at designated speeds, at installed altitude and environment, with indicated operating sequence, and without exceeding nameplate ratings or considering service factor.

C. Single-Phase Motors:

1. Motors larger than 1/20 hp must be one of the following, to suit starting torque and requirements of specific motor application:
 - a. Permanent-split capacitor.
 - b. Split phase.
 - c. Capacitor start, inductor run.
 - d. Capacitor start, capacitor run.
2. Multispeed Motors: Variable-torque, permanent-split-capacitor type.
3. Bearings: Prelubricated, antifriction ball bearings or sleeve bearings suitable for radial and thrust loading.
4. Motors 1/20 hp and Smaller: Shaded-pole type.
5. Thermal Protection: Internal protection to automatically open power supply circuit to motor when winding temperature exceeds a safe value calibrated to temperature rating of motor insulation. Thermal-protection device will automatically reset when motor temperature returns to normal range.

D. Electronically Commutated Motors:

1. Microprocessor-Based Electronic Control Module: Converts [120 V] [or] [240 V] single-phase AC power to three-phase DC power to operate the brushless DC motor.
2. Three-phase power motor module with permanent magnet rotor.
3. Circuit board [or] digital speed controller/LED display.
4. Building Automation System Interface: Via AC voltage signal DC voltage signal [or] Digital Serial Interface (DSI).

2.2 EXPANSION FITTINGS AND LOOPS FOR HVAC PIPING

A. Performance Requirements:

1. Compatibility: Provide products suitable for piping service fluids, materials, working pressures, and temperatures.
2. Capability: Provide products and installations that will accommodate maximum axial movement as scheduled or indicated on Drawings.

B. Packed Expansion Joints:

1. Flexible, Ball-Joint Packed Expansion Joints: **[FBJ-01]** <Insert drawing designation>.
 - a. [<Click here to find, evaluate, and insert list of manufacturers and products.>](#)
 - b. Source Limitations: Obtain rubber union connector expansion joints from single manufacturer.
 - c. Standards: 2021 ASME Boiler and Pressure Vessel Code: Section II, "Materials"; ASME B31.9 for materials and design of pressure-containing parts and bolting.
 - d. Material: Carbon-steel assembly with asbestos-free composition packing.
 - e. Design: Provide 360-degree rotation and angular deflection.
 - f. Minimum Pressure Rating: **[250 psig at 400 deg F]** <Insert value>.
 - g. Angular Deflection for NPS 6 (DN 150) and Smaller: 30 degrees minimum.
 - h. Angular Deflection for NPS 8 (DN 200) and Larger: 15 degrees minimum.
 - i. Seal Type: Two carbon-steel and graphite seals suitable for continuous operation at temperature up to 650 deg F.
 - j. Internal Ball: Plated with minimum 1-mil chrome cover.
 - k. Ball Socket: One- or two-piece design with integral socket/retainer.
 - 1) Stuffing Box: Incorporates containment seals and compression seals for containment of injectable packing.
 - 2) Packing Cylinders: Provides packing under full line pressure with check valves to prevent blowback.
 - l. End Connections for NPS 2 (DN 50) and Smaller: Threaded.
 - m. End Connections for NPS 2-1/2 (DN 65) and Larger: Flanged.
2. Slip-Joint Packed Expansion Joints: **[SJ-01]** <Insert drawing designation>.
 - a. [<Click here to find, evaluate, and insert list of manufacturers and products.>](#)
 - b. Source Limitations: Obtain slip-joint packed expansion joints from single manufacturer.
 - c. Standard: ASTM F1007.
 - d. Material: Carbon steel with asbestos-free PTFE packing.
 - e. Design: With internal guide and injection ports for repacking under full system pressure. Housing is to be furnished with drain ports and lifting ring. Include drip connection if used for steam piping.
 - f. Configuration: **[Single joint]** **[single joint with base]** **[and]** **[double joint with base]** class(es) unless otherwise indicated.
 - g. Slip Tube for Sizes NPS 1-1/2 (DN 40) through NPS 16 (DN 400): Schedule 80.
 - h. Slip Tube for Sizes NPS 18 (DN 450) through NPS 24 (DN 600): Schedule 60.
 - i. Sliding Surface: 2-mil-thick chrome finish.
 - j. End Connections: Flanged or welded ends to match piping system.

C. Packless Expansion Joints:

1. Metal, Compensator Packless Expansion Joints: [MCEJ-01] <Insert drawing designation>.
 - a. <Click here to find, evaluate, and insert list of manufacturers and products.>
 - b. Source Limitations: Obtain metal compensator packless expansion joints from single manufacturer.
 - c. Minimum Pressure Rating: [150 psig] [175 psig] [200 psig] <Insert value> unless otherwise indicated.
 - d. Description: Totally enclosed, externally pressurized, multi-ply bellows isolated from fluid flow by an internal pipe sleeve and external housing.
 - e. Joint Axial Movement: 2 inches of compression and 1/2 inch of extension.
 - f. Configuration for Copper Tubing: Multi-ply, phosphor-bronze bellows with copper pipe ends.
 - 1) End Connections for Copper Tubing NPS 2 (DN 50) and Smaller: [**Solder joint**] [or] [**threaded**].
 - 2) End Connections for Copper Tubing NPS 2-1/2 to NPS 4 (DN 65 to DN 100): Threaded.
 - g. Configuration for Steel Piping: Multi-ply, stainless steel bellows; steel-pipe end connections; and carbon-steel shroud.
 - 1) End Connections for Steel Pipe NPS 2 (DN 50) and Smaller: Threaded.
 - 2) End Connections for Steel Pipe NPS 2-1/2 to NPS 4 (DN 65 to DN 100): [**Flanged**] [**Threaded**] [**Welded**].
2. Rubber Union Connector Expansion Joints: [RUEJ-01] <Insert drawing designation>.
 - a. <Click here to find, evaluate, and insert list of manufacturers and products.>
 - b. Source Limitations: Obtain rubber union connector expansion joints from single manufacturer.
 - c. Material: Twin reinforced-rubber spheres [**with external restraining cables**].
 - d. Minimum Pressure Rating: [150 psig at 170 deg F] <Insert value> unless otherwise indicated.
 - e. End Connections for NPS 2 (DN 50) and Smaller: Threaded.
 - f. End Connections for Greater than NPS 2 (DN 50): Flanged.
3. Flexible-Hose Packless Expansion Joints: [FHEJ-01] <Insert drawing designation>.
 - a. <Click here to find, evaluate, and insert list of manufacturers and products.>
 - b. Source Limitations: Obtain flexible-hose packless expansion joints from single manufacturer.
 - c. Description: Manufactured assembly with inlet and outlet elbow fittings and two flexible-metal-hose legs joined by long-radius, 180-degree return bend or center section of flexible hose.
 - d. Flexible Hose: Corrugated-metal inner hoses and braided outer sheaths.
 - e. Expansion Joints for Copper Tubing NPS 2 (DN 50) and Smaller: Copper-alloy fittings with [**solder-joint**] <Insert type> end connections.
 - 1) Bronze hoses and single-braid bronze sheaths with 450 psig at 70 deg F and 340 psig at 450 deg F ratings.
 - 2) Bronze hoses and double-braid bronze sheaths with 700 psig at 70 deg F and 500 psig at 450 deg F ratings.
 - f. Expansion Joints for Copper Tubing NPS 2-1/2 to NPS 4 (DN 65 to DN 100): Copper-alloy fittings with [**threaded**] <Insert type> end connections.
 - 1) Stainless steel hoses and single-braid, stainless steel sheaths with 300 psig at 70 deg F and 225 psig at 450 deg F ratings.
 - 2) Stainless steel hoses and double-braid, stainless steel sheaths with 420 psig at 70 deg F and 315 psig at 450 deg F ratings.

- g. Expansion Joints for Steel Piping NPS 2 (DN 50) and Smaller: Carbon-steel fittings with threaded end connections.
 - 1) Stainless steel hoses and single-braid, stainless steel sheaths with 450 psig at 70 deg F and 325 psig at 600 deg F ratings.
 - 2) Stainless steel hoses and double-braid, stainless steel sheaths with 700 psig at 70 deg F and 515 psig at 600 deg F ratings.
- h. Expansion Joints for Steel Piping NPS 2-1/2 to NPS 6 (DN 65 to DN 150): Carbon-steel fittings with **[flanged]** **[welded]** end connections.
 - 1) Stainless steel hoses and single-braid, stainless steel sheaths with 200 psig at 70 deg F and 145 psig at 600 deg F ratings.
 - 2) Stainless steel hoses and double-braid, stainless steel sheaths with 275 psig at 70 deg F and 200 psig at 600 deg F ratings.
- i. Expansion Joints for Steel Piping NPS 8 to NPS 12 (DN 200 to DN 300): Carbon steel fittings with **[flanged]** **[welded]** end connections.
 - 1) Stainless steel hoses and single-braid, stainless steel sheaths with 125 psig at 70 deg F and 90 psig at 600 deg F ratings.
 - 2) Stainless steel hoses and double-braid, stainless steel sheaths with 165 psig at 70 deg F and 120 psig at 600 deg F ratings.
- j. Expansion Joints for Steel Piping NPS 14 (DN 350) and Larger: Carbon-steel fittings with **[flanged]** **[welded]** end connections.
 - 1) Stainless steel hoses and double-braid, stainless steel sheaths with 165 psig at 70 deg F and 120 psig at 600 deg F ratings.
- 4. Metal-Bellows Packless Expansion Joints: **[MBEJ-01]** **<Insert drawing designation>**.
 - a. <Click here to find, evaluate, and insert list of manufacturers and products.>
 - b. Source Limitations: Obtain metal-bellows packless expansion joints from single manufacturer.
 - c. Standards: ASTM F1120 and EJMA's "Standards of the Expansion Joint Manufacturers Association, Inc."
 - d. Type: Circular, corrugated bellows [**with external tie rods**].
 - e. Minimum Pressure Rating: **[150 psig]** **[175 psig]** **[200 psig]** **<Insert value>** unless otherwise indicated.
 - f. Configuration: **[Single joint]** **[Single joint with base]** **[and]** **[double joint with base]** class(es), unless otherwise indicated.
 - g. Expansion Joints for Copper Tubing: **[Single-]** **[or]** **[multi-]**ply phosphor-bronze bellows, copper pipe ends, and brass shrouds.
 - 1) End Connections for Copper Tubing NPS 2 (DN 50) and Smaller: **[Solder joint]** **[or]** **[threaded]**.
 - 2) End Connections for Copper Tubing NPS 2-1/2 to NPS 4 (DN 65 to DN 100): **[Solder joint]** **[or]** **[threaded]**.
 - 3) End Connections for Copper Tubing NPS 5 (DN 125) and Larger: Flanged.
 - h. Expansion Joints for Steel Piping: **[Single-]** **[or]** **[multi-]**ply stainless steel bellows, steel pipe ends, and carbon steel shroud.
 - 1) End Connections for Steel Pipe NPS 2 (DN 50) and Smaller: Threaded.
 - 2) End Connections for Steel Pipe NPS 2-1/2 (DN 65) and Larger: **[Flanged]** **[Welded]**.
- 5. Externally Pressurized Metal-Bellows Packless Expansion Joints: **[EPEJ-01]** **<Insert drawing designation>**.
 - a. <Click here to find, evaluate, and insert list of manufacturers and products.>
 - b. Source Limitations: Obtain externally pressurized metal-bellows packless expansion joints from single manufacturer.

- c. Minimum Pressure Rating: [150 psig] [200 psig] [300 psig] <Insert value> unless otherwise indicated.
- d. Description:
 - 1) Totally enclosed, externally pressurized, multi-ply, stainless steel bellows isolated from fluid flow by an internal pipe sleeve.
 - 2) Carbon-steel housing.
 - 3) Drain plugs and lifting lug for NPS 3 and larger.
 - 4) Bellows: With operating clearance between internal pipe sleeves and external shrouds.
 - 5) Joints: Supplied with a built-in scale to confirm the starting position and operating movement.
 - 6) Joint Axial Movement: [4 inches] [6 inches] [8 inches] <Insert compression limit> of compression and [3/4 inch] [1 inch] [2 inches] <Insert extension limit> of extension.
- e. Permanent Locking Bolts: Set locking bolts to maintain joint lengths during installation. Temporary welding tabs that are removed after installation in lieu of locking bolts are unacceptable.
- f. End Connection Configuration: Flanged; one raised, fixed and one floating flange.
- 6. Rubber Packless Expansion Joints: [REJ-01] <Insert drawing designation>.
 - a. <Click here to find, evaluate, and insert list of manufacturers and products.>
 - b. Source Limitations: Obtain rubber packless expansion joints from single manufacturer.
 - c. Standards: ASTM F1123 and FSA's "Expansion Joints - Piping Technical Handbook."
 - d. Material: Fabric-reinforced rubber complying with FSA-PSJ-703.
 - e. Arch Type: [Single] [or] [multiple] arches [with external control rods].
 - f. Spherical Type: [Single] [or] [multiple] spheres [with external control rods].
 - g. Minimum Pressure Rating for NPS 1-1/2 to NPS 12 (DN 40 to DN 300): [225 psig at 170 deg F] <Insert pressure and temperature values>.
 - h. Material for Fluids Containing Acids, Alkalis, or Chemicals: [Butyl rubber] [Chlorosulfonyl-polyethylene rubber] [EPDM rubber] <Insert material>.
 - i. Material for Fluids Containing Gas, Hydrocarbons, or Oil: [Buna-N] [Chlorosulfonated polyethylene synthetic rubber] <Insert material>.
 - j. Material for Water: [Butyl rubber] [Buna-N] [Chlorosulfonated polyethylene synthetic rubber] [Chlorosulfonyl-polyethylene rubber] [EPDM rubber] [Natural rubber].
 - k. End Connections: Full-faced, integral steel flanges with steel retaining rings.

D. Grooved-Joint Expansion Joints:

- 1. <Click here to find, evaluate, and insert list of manufacturers and products.>
- 2. Source Limitations: Obtain grooved-joint expansion joints from single manufacturer.
- 3. Description: Factory-assembled expansion joint made of several grooved-end pipe nipples, couplings, and grooved joints.
- 4. Standard: AWWA C606, for grooved joints.
- 5. Materials: [Galvanized,] ASTM A53/A53M, Schedule 40, Type E or S, steel pipe with grooved ends.
- 6. Couplings: [Five] [Seven] [10] [12] <Insert number>, flexible type for steel-pipe dimensions. Include ferrous housing sections [, Buna-N gasket,] [, EPDM rubber gasket,] and bolts and nuts.

E. Alignment Guides and Anchors:

1. Alignment Guides: [AG-01] <Insert drawing designation>
 - a. <Click here to find, evaluate, and insert list of manufacturers and products.>
 - b. Source Limitations: Obtain alignment guides from single manufacturer.
 - c. Description: Steel, factory-fabricated alignment guide, with bolted two-section outer cylinder and base for attaching to structure; with two-section guiding slider for bolting to pipe. Provide dielectric spacer for use with copper tubing/piping.
2. Anchor Materials:
 - a. Steel Shapes and Plates: ASTM A36/A36M.
 - b. Bolts and Nuts: ASME B18.10 or ASTM A183, steel hex head.
 - c. Washers: ASTM F844, steel, plain, flat washers.
 - d. Mechanical Fasteners: Insert-wedge-type stud with expansion plug anchor for use in hardened portland cement concrete, with tension and shear capacities appropriate for application.
 - 1) Stud: Threaded, [zinc-coated carbon] [stainless] steel.
 - 2) Expansion Plug: [Zinc-coated carbon] [Stainless] steel.
 - 3) Washer and Nut: [Zinc-coated carbon] [Stainless] steel.

2.3 SLEEVES AND SLEEVE SEALS

A. Sleeves without Waterstop:

1. Cast-Iron Pipe Sleeves: Cast or fabricated of cast or ductile iron, with plain ends.
2. Steel Pipe Sleeves: ASTM A53/A53M, Type E, Grade B, Schedule 40, hot-dip galvanized, with plain ends.
3. Steel Sheet Sleeves: ASTM A653/A653M, 24 gauge minimum thickness; hot-dip galvanized, round tube closed with welded longitudinal joint.
4. PVC Pipe Sleeves: ASTM D1785, Schedule 40.
5. Molded-PVC Sleeves: With nailing flange.
6. Molded-PE or -PP Sleeves: Removable, tapered-cup shaped, and smooth outer surface with nailing flange.

B. Sleeves with Waterstop:

1. <Click here to find, evaluate, and insert list of manufacturers and products.>
2. Description: Manufactured PVC/HDPE steel stainless steel galvanized-steel, sleeve-type, waterstop assembly, made for imbedding in concrete slab or wall.

C. Stack-Sleeve Fittings:

1. <Click here to find, evaluate, and insert list of manufacturers and products.>
2. Description: Manufactured, Dura-coated or Duco-coated galvanized cast-iron sleeve with integral cast flashing flange for use in waterproof floors and roofs. Include clamping ring, bolts, and nuts for membrane flashing.
 - a. Underdeck Clamp: Clamping ring with setscrews.

D. Sleeve-Seal Systems:

1. <Click here to find, evaluate, and insert list of manufacturers and products.>

2. Description: Modular sealing-element unit, designed for field assembly, for filling annular space between piping and sleeve.
 - a. Hydrostatic seal: 20 psig.
 - b. Sealing Elements: EPDM-rubber High-temperature-silicone Nitrile (Buna-N) interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size.
 - c. Pressure Plates: Carbon steel Composite plastic Stainless steel Stainless steel, Type 316.
 - d. Connecting Bolts and Nuts: [**Carbon steel, with zinc coating. ASTM B633**] [**Stainless steel**] [**Stainless steel, Type 316,**] of length required to secure pressure plates to sealing elements.

E. Grout:

1. Description: Nonshrink, for interior and exterior sealing openings in non-fire-rated walls or floors.
2. Standard: ASTM C1107/C1107M, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.
3. Design Mix: 5000 psi, 28-day compressive strength.
4. Packaging: Premixed and factory packaged.

F. Silicone Sealants:

1. Silicone Sealant, S, NS, 25, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant.
 - a. <Click here to find, evaluate, and insert list of manufacturers and products.>
 - b. Standard: ASTM C920, Type S, Grade NS, Class 25, Use NT.
2. Silicone Sealant, S, P, T, NT: Single-component, [**25**] [**100/50**], pourable, [**plus 25 percent and minus 25 percent**] [**plus 100 percent and minus 50 percent**] movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant.
 - a. <Click here to find, evaluate, and insert list of manufacturers and products.>
 - b. Standard: ASTM C920, Type S, Grade P, [**Class 25**] [**Class 100/50**], Uses T and NT.
3. Silicone Foam Sealant: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam.
 - a. <Click here to find, evaluate, and insert list of manufacturers and products.>

2.4 ESCUTCHEONS

A. <Click here to find, evaluate, and insert list of manufacturers and products.>

B. Escutcheon Types:

1. One-Piece, Steel Type: With polished, chrome-plated [**polished brass**] finish and setscrew fastener.
2. One-Piece, Stainless Steel Type: With polished stainless steel finish.
3. One-Piece, Cast-Brass Type: With polished, chrome-plated [**polished brass**] finish and setscrew fastener.
4. One-Piece, Deep-Pattern Type: Deep-drawn, box-shaped [**steel**] [**brass**] with polished, chrome-plated finish and spring-clip fasteners.

5. One-Piece, Stamped-Steel Type: With polished, chrome-plated finish and spring-clip fasteners.
 6. Split-Plate, Stamped-Steel Type: With polished, chrome-plated finish; concealed [**and**] [**exposed-rivet**] hinge; and spring-clip fasteners.
- C. Floor Plates:
1. Split Floor Plates: Steel with concealed hinge.

PART 3 - EXECUTION

3.1 INSTALLATION OF EXPANSION JOINTS - GENERAL

- A. Install expansion joints of sizes matching sizes of piping in which they are installed.

3.2 INSTALLATION OF PACKED EXPANSION JOINTS

- A. Install packed expansion joints with packing suitable for fluid service.

3.3 INSTALLATION OF PACKLESS EXPANSION JOINTS

- A. Install metal-bellows packless expansion joints in accordance with EJMA's "Standards of the Expansion Joint Manufacturers Association, Inc."
- B. Install rubber packless expansion joints in accordance with FSA-PSJ-703.

3.4 INSTALLATION OF GROOVED-JOINT EXPANSION JOINTS

- A. Install grooved-joint expansion joints to grooved-end steel piping.

3.5 INSTALLATION OF ALIGNMENT GUIDES AND ANCHORS

- A. Install alignment guides to guide expansion and to avoid end-loading and torsional stress.
- B. Install [**one**] [**two**] guide(s) on each side of pipe expansion fittings and loops. Install guides nearest to expansion joint not more than [**four**] <Insert number> pipe diameters from expansion joint.
- C. Attach guides to pipe, and secure guides to building structure.
- D. Install anchors at locations to prevent stresses from exceeding those permitted by ASME B31.9 and to prevent transfer of loading and stresses to connected equipment.
- E. Anchor Attachments:
 1. Anchor Attachment to Steel Pipe: Attach by welding. Comply with ASME B31.9.

2. Anchor Attachment to Copper Tubing: Attach with pipe hangers. Use MSS SP-58, Type 24; U bolts bolted to anchor.
- F. Fabricate and install steel anchors by welding steel shapes, plates, and bars. Comply with ASME B31.9 and AWS D1.1/D1.1M.
1. Anchor Attachment to Steel Structural Members: Attach by welding.
 2. Anchor Attachment to Concrete Structural Members: Attach by fasteners. Follow fastener manufacturer's written instructions.
 3. Use grout to form flat bearing surfaces for guides and anchors attached to concrete.

3.6 INSTALLATION OF PIPE LOOPS AND SWING CONNECTIONS

- A. Install pipe loops cold-sprung in tension or compression as required to partly absorb tension or compression produced during anticipated change in temperature.
- B. Connect risers and branch connections to mains with at least [**five**] <Insert number> pipe fittings, including tee in main.
- C. Connect risers and branch connections to terminal units with at least [**four**] <Insert number> pipe fittings, including tee in riser.
- D. Connect mains and branch connections to terminal units with at least [**four**] <Insert number> pipe fittings, including tee in main.

3.7 INSTALLATION OF SLEEVES - GENERAL

- A. Install sleeves for piping passing through penetrations in floors, partitions, roofs, and walls.
- B. For sleeves that will have sleeve-seal system installed, select sleeves of size large enough to provide [**1-inch**] [**2-inch**] <Insert dimension> annular clear space between piping and concrete slabs and walls.
 1. Sleeves are not required for core-drilled holes.
- C. Install sleeves in concrete floors, concrete roof slabs, and concrete walls as new slabs and walls are constructed.
 1. Permanent sleeves are not required for holes in slabs formed by molded-PE or -PP sleeves.
 2. Cut sleeves to length for mounting flush with both surfaces.
 - a. Exception: Extend sleeves installed in floors of mechanical equipment areas or other wet areas [**2 inches**] <Insert dimension> above finished floor level.
 3. Using grout [**or**] silicone sealant, seal space outside of sleeves in floors/slabs/walls without sleeve-seal system. Select to maintain fire resistance of floor/slab/wall.
- D. Install sleeves for pipes passing through interior partitions.
 1. Cut sleeves to length for mounting flush with both surfaces.

2. Install sleeves that are large enough to provide 1/4-inch annular clear space between sleeve and pipe or pipe insulation.
 3. Seal annular space between sleeve and piping or piping insulation; use joint sealants that joint sealant manufacturer's literature indicates is appropriate for size, depth, and location of joint.
- E. Fire-Resistance-Rated Penetrations, Horizontal Assembly Penetrations, and Smoke-Barrier Penetrations: Maintain indicated fire or smoke rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with fire- and smoke-stop materials. Comply with requirements for firestopping and fill materials specified in Section 078413 "Penetration Firestopping."

3.8 INSTALLATION OF SLEEVES WITH WATERSTOP

- A. Install sleeve with waterstop as new walls and slabs are constructed.
- B. Assemble fitting components of length to be flush with both surfaces of concrete slabs and walls. Position waterstop flange centered across width of concrete slab or wall.
- C. Secure nailing flanges to wooden concrete forms.
- D. Using grout [or] silicone sealant, seal space around outside of sleeves.

3.9 INSTALLATION OF STACK-SLEEVE FITTINGS

- A. Install stack-sleeve fittings in new slabs as slabs are constructed.
 1. Install fittings that are large enough to provide 1/4-inch annular clear space between sleeve and pipe or pipe insulation.
 2. Secure flashing between clamping flanges for pipes penetrating floors with membrane waterproofing. Comply with requirements for flashing specified in Section 076200 "Sheet Metal Flashing and Trim."
 3. Install section of cast-iron soil pipe to extend sleeve to 3 inches above finished floor level.
 4. Extend cast-iron sleeve fittings below floor slab as required to secure clamping ring if ring is specified.
 5. Using silicone sealant, seal space between top hub of stack-sleeve fitting and pipe.
- B. Fire-Resistance-Rated Penetrations, Horizontal Assembly Penetrations, and Smoke Barrier Penetrations: Maintain indicated fire or smoke rating of floors at pipe penetrations. Seal pipe penetrations with fire- and smoke-stop materials. Comply with requirements for firestopping specified in Section 078413 "Penetration Firestopping."

3.10 INSTALLATION OF SLEEVE-SEAL SYSTEMS

- A. Install sleeve-seal systems in sleeves in exterior concrete walls and slabs-on-grade at service piping entries into building, and passing through exterior walls.

- B. Select type, size, and number of sealing elements required for piping material and size and for sleeve ID or hole size. Assemble sleeve-seal system components, and install in annular space between piping and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make a watertight seal.

3.11 INSTALLATION OF ESCUTCHEONS

- A. Install escutcheons for piping penetrations of walls, ceilings, and finished floors.
- B. Install escutcheons with ID to closely fit around pipe, tube, and insulation of insulated piping and with OD that completely covers opening.

3.12 CONNECTIONS

- A. Install meters and gauges adjacent to machines and equipment to allow space for service and maintenance of meters, gauges, machines, and equipment.

3.13 ADJUSTING

- A. After installation, calibrate meters according to manufacturer's written instructions.
- B. Adjust faces of meters and gauges to proper angle for best visibility.

3.14 SLEEVES APPLICATION

- A. Use sleeves and sleeve seals for the following piping-penetration applications:
 - 1. Interior Walls and Partitions:
 - a. Sleeves without waterstops.

3.15 ESCUTCHEONS APPLICATION

- A. Escutcheons for New Piping and Relocated Existing Piping:
 - 1. Bare Piping at Ceiling Penetrations in Finished Spaces:
 - a. One piece, stamped steel or split plate, stamped steel with concealed hinge [**or split plate, stamped steel with exposed-rivet hinge**] with polished, chrome-plated finish.
 - 2. Bare Piping in Unfinished Service Spaces:
 - a. One piece, stamped steel [**or split plate, stamped steel with concealed hinge**] [**or split plate, stamped steel with exposed-rivet hinge**] with polished, chrome-plated finish.
 - 3. Bare Piping in Equipment Rooms:
 - a. One piece, stamped steel or split plate, stamped steel with concealed hinge [**or split plate, stamped steel with exposed-rivet hinge**] with polished, chrome-plated finish.

B. Escutcheons for Existing Piping to Remain:

1. Bare Piping at Ceiling Penetrations in Finished Spaces: Split plate, stamped steel with concealed [or] [exposed-rivet] hinge with polished, chrome-plated finish.
2. Bare Piping in Unfinished Service Spaces: Split plate, stamped steel with concealed [or] [exposed-rivet] hinge with polished, chrome-plated finish.
3. Bare Piping in Equipment Rooms: Split plate, stamped steel with concealed [or] exposed-rivet hinge with polished, chrome-plated finish.

END OF SECTION 230500

SECTION 260010 - SUPPLEMENTAL REQUIREMENTS FOR ELECTRICAL

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies supplemental requirements generally applicable to the Work specified in Division 26. This Section is also referenced by related Work specified in other Divisions.
- B. Related Requirements:
 - 1. Section 260011 "Facility Performance Requirements for Electrical" specifies seismic-load, wind-load, acoustical, and other field conditions applicable to Work specified in this Section.

1.2 COORDINATION

- A. Arrange to provide temporary electrical service or power in accordance with requirements specified in Division 01.

1.3 SEQUENCING

- A. Conduct and submit results of power system studies before submitting Product Data and Shop Drawings for electrical equipment.

1.4 ACTION SUBMITTALS

1.5 INFORMATIONAL SUBMITTALS

1.6 CLOSEOUT SUBMITTALS

1.7 QUALITY ASSURANCE

- A. Qualifications: Prepare and submit qualification statements for the following entities performing Work on Project:
 - 1. Low-Voltage Electrical Testing and Inspecting Agency: Entities possessing active credentials from a qualified electrical testing laboratory recognized by authorities having jurisdiction.

- a. On-site electrical testing supervisors must have documented certification and experience with testing electrical equipment in accordance with NETA testing standards.
2. Medium-Voltage Electrical Testing and Inspecting Agency: Entities possessing active credentials from a qualified electrical testing laboratory recognized by authorities having jurisdiction.
 - a. On-site electrical testing supervisors must have documented certification and experience with testing electrical equipment in accordance with NETA testing standards.

1.8 FIELD CONDITIONS

PART 2 - PRODUCTS

2.1 SUBSTITUTION LIMITATIONS FOR ELECTRICAL EQUIPMENT

- A. Substitution requests for electrical equipment will be entertained under the following conditions:
 1. Notification of Contractor's intent to request substitutions for convenience must be declared during the Electrical Preconstruction Conference so potential risks to system performance and construction schedule may be identified for Contractor's response in submission of the substitution request. Submission of requests for substitutions for convenience must meet the conditions and deadline specified in Section 012500 "Substitution Procedures" to receive approval.
 2. For electrical equipment and systems, substitutions for cause are considered major construction risks. If it is possible that Contractor may need to request substitutions for cause because of equipment unavailability, or inability to meet construction schedule because of lead time, Contractor must declare the possibility during the Electrical Preconstruction Conference to permit establishing a mitigation plan for minimizing risks to system performance and construction schedule.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verification of Conditions:
 1. **<Insert Project requirements>**.
- B. Preinstallation Testing:
 1. **<Insert Project requirements>**.

C. Evaluation and Assessment:

1. **<Insert Project requirements>**.

3.2 PREPARATION

A. Electrical Installation Schedule: At preconstruction meeting, and periodically thereafter as dates change, provide schedule for electrical installation Work to Owner and Architect including, but not limited to, milestone dates for the following activities:

1. Submission of power system studies.
2. Submission of specified coordination drawings.
3. Preinstallation meetings specified in Division 26.
4. Utility service outages.
5. Utility service inspection and activation.
6. Closing of walls and ceilings containing electrical Work.
7. System startup, testing, and commissioning activities for major electrical equipment.
8. System startup, testing, and commissioning activities for emergency lighting.
9. System startup, testing, and commissioning activities for automation systems (SCADA, BMS, lighting, HVAC, fire alarm, fire pump, etc.).
10. Requests for special inspections.
11. Requests for inspections by authorities having jurisdiction.

B. Coordination Drawings for Structural Supports: Show coordination of structural supports for equipment and devices, including restraints and bracing for control of seismic and wind loads, with other systems, equipment, and structural supports in the vicinity.

C. Coordination Drawings for Ceiling Areas: Where indicated on Drawings, provide reflected ceiling plan(s), supplemented by sections and other details, drawn to scale, in accordance with Section 013100 "Project Management and Coordination," on which the following items are shown and coordinated with each other, using input from installers of the items involved:

1. Suspended ceiling components.
2. Structural members to which equipment, luminaires, and suspension systems will be attached.
3. Partitions and millwork that penetrate ceiling or extend to within 12 inch of plane of luminaires.
4. Size and location of access panels on ceilings.
5. Elevation, size, and route of sprinkler piping.
6. Elevation, size, and route of plumbing piping.
7. Elevation, size, and route of ductwork.
8. Elevation, size, and route of cable tray.
9. Elevation, size, and route of conduit.
10. Elevation and size of wall-mounted and ceiling-mounted equipment.
11. Moldings.
12. Access panels.
13. Sprinklers.
14. Air inlets and outlets.

15. Control modules.
 16. Luminaires.
 17. Communications devices.
 18. Speakers.
 19. Ceiling-mounted projectors.
 20. Security devices.
 21. Fire-alarm devices.
 22. Indicate clear dimensions for maintenance access in front of equipment.
 23. Indicate dimensions of fully-open access doors.
- D. Coordination Drawings for Cable Tray Routing: Reflected ceiling plan(s), supplemented by sections and other details, drawn to scale, in accordance with Section 013100 "Project Management and Coordination," on which the following items are shown and coordinated with each other, using input from installers of the items involved:
1. Elevation, size, and route of cable trays.
 2. Relationships between components and adjacent structural, electrical, and mechanical elements.
 3. Vertical and horizontal offsets and transitions.
 4. Elevation and size of sleeves for wall, ceiling, and floor cable penetrations.
 5. Elevation of ceilings and size of ceiling tiles.
 6. Locations of access panels on ceilings.
 7. Locations where cable tray crosses or parallels sprinkler piping.
 8. Locations where cable tray crosses plumbing piping.
 9. Locations where cable tray crosses or parallels ductwork.
 10. Locations of access panels on ductwork.
 11. Locations where cable tray crosses conduit.
 12. Items blocking access around cable trays, including the following:
 - a. Light fixtures.
 - b. Speakers.
 - c. Fire-alarm devices.
 - d. Power outlets.
 - e. Wall-mounted equipment.
 - f. Equipment racks.
 - g. Furniture.
 - h. Door swings.
 - i. Building features.
 13. Indicate clear dimension between cable tray and walls or obstructions that are closer than 10 ft.
 14. Highlight locations where cable tray is greater than 3 ft above ceilings. Explain how personnel access will be accommodated for cable tray maintenance.
- E. Coordination Drawings for Conduit Routing: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of items involved:
1. Structural members in paths of conduit groups with common supports.
 2. HVAC and plumbing items and architectural features in paths of conduit groups with common supports.

- F. Coordination Drawings for Bus Assembly Routing: Floor plans and sections, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of items involved:
1. Scaled bus-assembly layouts and relationships between components and adjacent structural, mechanical, and electrical elements.
 2. Vertical and horizontal enclosed bus-assembly runs, offsets, and transitions.
 3. Clearances for access above and to the side of enclosed bus assemblies.
 4. Vertical elevation of enclosed bus assemblies above the floor or bottom of structure.
 5. Support locations, type of support, and weight on each support.
 6. Location of adjacent construction elements including luminaires, HVAC and plumbing equipment, fire sprinklers and piping, signal and control devices, and other equipment.
- G. Coordination Drawings for Large Equipment Indoor Installations:
1. Location plan, drawn to scale, showing heavy equipment or truck access paths to loading dock or other freight access into building. Indicate available width and height of doors or openings.
 2. Floor plan for entry floor and floor where equipment is located, drawn to scale, showing heavy equipment access paths for maintenance and replacement, with the following items shown and coordinated with each other, based on input from installers of the items involved:
 - a. Dimensioned concrete bases, outlines of equipment, conduit entries, and grounding equipment locations.
 - b. If freight elevator must be used, indicate width and height of door and depth of car. Indicate if large equipment must be tipped to use elevator.
 - c. Dimensioned working clearances and dedicated areas below and around electrical equipment where obstructions and tripping hazards are prohibited.
 3. Reflected ceiling plans for entry floor and floor where equipment is located, drawn to scale, on which the following items shown and coordinated with each other, based on input from installers of the items involved:
 - a. Support locations, type of support, and weight on each support. Locate structural supports for structure-supported raceways, busways, and seismic bracing.
 - b. Location of lighting fixtures, sprinkler piping and sprinklers, ducts and diffusers, and other obstructions, indicating available overhead clearance.
 - c. Dimensioned working clearances and dedicated areas above and around electrical equipment where foreign systems and equipment are prohibited.
- H. Coordination Drawings for Large Equipment Outdoor Installations:
1. Utilities site plan, drawn to scale, showing heavy equipment or truck access paths for maintenance and replacement, with the following items shown and coordinated with each other, based on input from installers of the items involved:
 - a. Fences and walls, dimensioned concrete bases, outlines of equipment, conduit entries, and grounding and bonding locations.
 - b. Indicate clear dimensions for fence gates and wall openings.
 - c. Indicate depth and type of ground cover, and locations of trees, shrubbery, and other obstructions in access path.

- d. Indicate clear height below tree branches, overhead lines, bridges, and other overhead obstructions in access path, or where cranes and hoists will be needed to handle large electrical equipment.
 - e. Support locations, type of support, and weight on each support. Locate structural supports for structure-supported raceways, busways, and seismic bracing.
 - f. Dimensioned working clearances and dedicated areas around electrical equipment.
- I. Coordination Drawings for Duct Banks:
1. Show duct profiles and coordination with other utilities and underground structures.
 2. Include plans and sections, drawn to scale, and show bends and locations of expansion fittings.
- J. Protection of In-Place Conditions:
1. **<Insert Project requirements>**.

3.3 DELEGATED DESIGN OF STRUCTURAL PENETRATIONS

- A. Engage qualified structural professional engineer to design penetrations of structural masonry walls.
- B. Delegated Design Drawings for Structural Masonry Wall Penetrations: Where indicated on Drawings, provide reflected ceiling plan(s), supplemented by elevations, sections, and other details, drawn to scale, signed and sealed by a qualified structural professional engineer, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
1. Location and dimensions of structural members supporting wall.
 2. Location and dimensions of columns near penetrations.
 3. Location and dimension of headers and lintels.
 4. Doors and windows near penetrations.
 5. Location and dimensions of penetrating cuts.
 6. Sprinkler piping and sleeves.
 7. Plumbing piping and sleeves.
 8. Ductwork and sleeves.
 9. Cable tray and sleeves.
 10. Conduit and sleeves.
 11. Firestopping assemblies for rated penetrations.
 12. Structural supports for piping, ductwork, and conduit on both sides of wall.
- C. Delegated Design Criteria: [**As depicted on Drawings.**]
1. **<Insert delegated design criteria>**.

3.4 INSTALLATION OF ELECTRICAL WORK

- A. Unless more stringent requirements are specified in the Contract Documents or manufacturers' written instructions, comply with NFPA 70 and NECA NEIS 1 for installation of Work specified in Division 26. Consult Architect for resolution of conflicting requirements.

3.5 SYSTEM STARTUP

- A. Commissioning Activities:
 - 1. **<Insert requirements>.**

3.6 FIELD QUALITY CONTROL

- A. Administrant for Medium-Voltage Electrical Tests and Inspections:
 - 1. will engage qualified medium-voltage electrical testing and inspecting agency to administer and perform tests and inspections.
 - 2. Administer and perform tests and inspections with assistance of factory-authorized service representative.
- B. Administrant for Low-Voltage Electrical Tests and Inspections:
 - 1. will engage qualified low-voltage electrical testing and inspecting agency to administer and perform tests and inspections.
 - 2. Administer and perform tests and inspections with assistance of factory-authorized service representative.
- C. Administrant for Power-Limited Electrical Tests and Inspections:
 - 1. will engage qualified power-limited electrical testing and inspecting agency to administer and perform tests and inspections.
 - 2. Administer and perform tests and inspections with assistance of factory-authorized service representative.
- D. Administrant for Field Tests and Inspections of Lighting Installations:
 - 1. will engage qualified lighting testing and inspecting agency to administer and perform tests and inspections.
 - 2. Administer and perform tests and inspections with assistance of factory-authorized service representative.

3.7 CLEANING

- A. Waste Management:
 - 1. **<Insert requirements for electrical and electronics waste disposal>.**

3.8 CLOSEOUT ACTIVITIES

A. Development of Facility EPM Program

1. Facility EPM Program must be developed by qualified EPM specialist.
2. Conduct Facility EPM Program analysis in accordance with NFPA 70B recommendations.
 - a. Renovation Projects:
 - 1) Facility diagrams must include connected existing equipment for entire facility where known. Areas of uncertainty should be clearly indicated.
 - 2) Obtain copies of existing operation and maintenance data and existing Facility EPM Program information from Owner.
 - 3) Facility EPM Program analysis should identify existing equipment that does not have available operation and maintenance data, and should explain the Owner's risks because this equipment is not included in Facility EPM Program.
 - 4) Data for existing equipment outside scope of Project may be inserted in Facility EPM Program Binders without analysis.
 - 5) Data for existing equipment impacted by scope of Project should be analyzed and documented similar to Project's new equipment data as much as possible.
3. Compile operation and maintenance data from Facility EPM Program analysis and submit updated Facility EPM Program Binders.
4. Organization of Facility EPM Program Binders:
 - a. Description: Set of binders containing operation and maintenance data for facility's electrical equipment that was compiled during analysis of installed electrical Work for Facility EPM Program development.
 - b. Referenced Standards: Content must comply with recommendations in NFPA 70B.
 - c. General Characteristics:
 - 1) Volume 1 - Introduction:
 - a) Summarize how Facility EPM Program Analysis was performed, how data were collected, and how volumes are organized.
 - b) Describe Facility EPM Program and provide recommended policies and procedures for implementing the program and keeping it current.
 - c) Provide place for Owner to identify contact information for employees responsible for implementing and maintaining Facility EPM Program.
 - 2) Volume 2 - Facility Safety, Hazards Awareness, and Emergency Procedures:
 - a) Include training requirements for employees and contractors.
 - b) Include list of known facility hazards impacting IT&R activities.
 - c) Include approval and permitting procedures for IT&R activities.
 - d) Include incident emergency response procedures.
 - e) Include emergency shutdown procedures.
 - f) Include electrical disaster recovery procedures.
 - 3) Volume 3 - Operating Procedures for Electrical Equipment and Controls:
 - a) Include copies of demonstration and training videos.
 - b) **<Insert requirements>**.
 - 4) Volume 4 - Facility Diagrams and Schedules:

- a) Include single-line diagrams.
 - b) Include grounding and bonding diagrams.
 - c) Include essential wiring diagrams.
 - d) Include system communications diagrams (WAN, LAN, Wi-Fi, ERCES, MNS, etc.)
 - e) Include system automation diagrams (SCADA, BMS, lighting, HVAC, etc.).
 - f) Include records of switchgear, switchboard, and panelboard schedules.
 - g) Include time-current curves for overcurrent protective devices.
 - h) Include list of load-current and overload-relay heaters with related motor nameplate data.
- 5) Volume 5 - Inventory of Facility Equipment Using Electrical Power:
- a) Include simplified floor plans showing equipment locations.
 - b) Identify critical equipment (electrical or otherwise).
 - c) Include identifying designations and nameplate data.
 - d) Include warranty and maintenance contract information.
- 6) Volume 6 - Inventory of Facility Tools, Supplies, and Personnel Protective Equipment:
- a) Include schedules of maintenance material items recommended to be stored at facility.
 - b) Include list of lamp types and photoelectric relays used in facility with ANSI and manufacturers' codes.
 - c) Include calibration and servicing data for each item.
- 7) Volume 7 - Inspection, Testing, and Repair (IT&R) Plan:
- a) Include tables showing frequency of activities for each item.
 - b) Include annual schedule with activities mapped to specific days of the year.
 - c) Include exterior pole inspection and repair procedures.
- 8) Volume 8 - Inspection, Testing, and Repair (IT&R) Forms:
- a) **<Insert requirements>**.
- 9) Volume 9 - Inspection, Testing, and Repair (IT&R) Procedures:
- a) **<Insert requirements>**.
- 10) Volume 10 - Spare Parts List:
- a) Include list of all parts required to perform IT&R procedures.
 - b) Identify quantities of which parts are recommended to be stored on-site.
 - c) Include source contact information and budget cost for each item.
- 11) Volume 11 - Construction Project Closeout Record Documentation:
- a) Include records of power system studies and photometric studies.
 - b) Include records of risk assessment studies.
 - c) Include records of electrical system startup and commissioning activities.
 - d) Include records of baseline inspections and tests.
 - e) Include records of baseline infrared photographs with normal light photographs showing the location, direction, angle, and conditions necessary for reproducing each infrared photograph.
 - f) Include records of baseline settings for adjustable equipment and devices.

5. Format of Facility EPM Program Binders Submittal:
 - a. Complete Set: On **[approved online or cloud solution] [and] [USB media that is clearly and permanently labeled with attached placard on lanyard to prevent misplacement]**.
 - b. Volumes 2 and 8: Reproducible hardcopy on archival quality, 28 lb, acid-free, bond paper.
- B. Operation and Maintenance Data: Prepare and submit the following:
 1. Provide emergency operation, normal operation, and preventive maintenance manuals for each system, equipment, and device listed below:
 - a. **<Insert system, equipment, or device>**.
 2. Include the following information:
 - a. Manufacturer's operating specifications.
 - b. User's guides for software and hardware.
 - c. Schedule of maintenance material items recommended to be stored at Project site.
 - d. Detailed instructions covering operation under both normal and abnormal conditions.
 - e. Time-current curves for overcurrent protective devices and manufacturer's written instructions for testing and adjusting their settings.
 - f. List of load-current and overload-relay heaters with related motor nameplate data.
 - g. List of lamp types and photoelectric relays used on Project, with ANSI and manufacturers' codes.
 - h. Manufacturer's instructions for setting field-adjustable components.
 - i. Manufacturer's instructions for testing, adjusting, and reprogramming microprocessor controls.
 - j. EPSS: Manufacturer's system checklists, maintenance schedule, and maintenance log sheets in accordance with NFPA 110.
 - k. Exterior pole inspection and repair procedures.
 - l. Include copies of demonstration and training videos.
- C. Software and Firmware Operational Documentation: Provide software and firmware operational documentation in Facility EPM Program Binders, including the following:
 1. Software operating and upgrade manuals.
 2. Names, versions, and website addresses for locations of installed software.
 3. Device address list.
 4. Printout of software application and graphic screens.
 5. Testing and adjusting of panic and emergency power features.
 6. For lighting controls, include the following:
 - a. Adjustments of scene preset controls, adjustable fade rates, and fade overrides.
 - b. Operation of adjustable zone controls.
- D. Software:
 1. Program Software Backup: Provide **[username and password for approved online or cloud solution] [and] [USB media that is clearly and permanently labeled with attached placard on lanyard to prevent misplacement]**.

2. Provide to Owner upgrades and unrestricted licenses for Government use for installed and backup software, including operating systems and programming tools required for operation and maintenance.

END OF SECTION 260010



MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: John Hines, Municipal Services Director

Date: January 30, 2024

Subject: Accept the low quote for \$379,788.00 from AR Brouwer for the repairs of Ford Lake Park Shelters 1-4 and West Willow Park Shelter.

The Residential Services Department is requesting authorization to accept the low bid and authorize the signing of the agreement with AR Brouwer for \$360,821.00 for the repair of the Ford Lake Park Shelters 1-4 budgeted in account 101-902-981.070 and \$18,967 for the repair of the West Willow Park Shelter budgeted in account 101-902-981.150.

Due to the price quoted for the Ford Lake Park Shelters being over the estimated amount and budgeted amount we are requesting a line-item transfer from the budgeted Community Center Ball Park line item to cover the shortfall for construction and construction engineering.

Attached is a letter by Spicer Group recommending AR Brouwer for award of bid. Spicer is also recommending the award and price include the alternate that was included, requesting the replacement of the concrete at Shelter 1 and removal of crumbling chimney per the recommendation of our engineer. I have attached the original authorization for bids for your reference.

The Board of Trustees previously approved at the August 15th, 2023 meeting for Spicer to seek bids and bids were opened on January 4th, 2024. Bids received are listed below:

	FLP 1-4	West Willow	Alternate
A.R. Brouwer:	\$327,788.00	\$18,967.00	\$33,033.00
KAB Enterprises, Inc:	\$382,621.59	\$22,120.12	\$38,007.19
A.Z. Shmina, Inc.:	\$373,000.00	\$34,000.00	\$43,000.00
Phoenix Contractors, Inc.:	\$432,301.86	\$28,030.92	\$56,893.65
Premier Group Associates:	\$467,132.20	\$67,890.00	\$44,835.00
Decima, LLC:	\$715,600.00	\$11,782.00	\$162,073.00



January 31, 2024

John Hines, CPRP
Municipal Services Director
Charter Township of Ypsilanti
7200 Huron River Drive
Ypsilanti, MI 48197

RE: ARPA Parks Project - Shelters
VIA EMAIL

John,

The ARPA Parks - Shelters project includes repair work for Shelters 1 – 4 at Ford Lake Park and for the Shelter at West Willow Park. Bids for the referenced project were received January 4, 2024. We received six bids for this project with base bids ranging in price from \$346,755 to \$727,382. Enclosed with this letter is a copy of the bid tabulation.

AR Brouwer was the low bidder and has a good reputation for quality work on similar projects. The project was bid with an Alternate for replacing the entire slab at Ford Lake Park Shelter 1.

We recommend the award of this project base bid plus Alternate No. 1 to AR Brouwer at the unit prices bid which, when applied to the estimated quantities, results in a total bid of three hundred seventy nine thousand, seven hundred eighty eight dollars (\$379,788.00).

We will prepare the Contract documents and obtain the necessary insurances and bonding documents from the contractor once the Township has approved the contract, and the Notice of Award is issued.

If you have any questions or comments, please contact me at 248-836-8436.

Sincerely,

A handwritten signature in black ink that reads "Jennifer Chehab".

Jennifer Chehab
Senior Project Manager

SPICER GROUP, INC
125 Helle Blvd, Suite 2
Dundee, MI 48131
E-mail: jennifer.chehab@spicergroup.com

Copy: SGI File 134586SG2023

ARPA Parks Project - Shelters
 PROJECT NO. 134586SG2023
 TAKEN ON: 4-Jan-24

Item No.	Estimated Quantity	Unit	Description	AR Browner		KAB Enterprises, Inc.		A.Z. Shima, Inc.		Phoenix Contractors, Inc.		Premier Group Associates, LC		Decimo LLC		Spicer Group, Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Ford Lake Park Shelter 1																	
1.	1	LS	Div. 1 - General Requirements		\$16,905.00		\$3,318.00		\$15,000.00		\$15,329.58		\$14,375.00		\$4,000.00		\$15,450.00
2.	1	LS	Div. 2 - Existing Conditions (Demo)		\$13,724.00		\$15,182.90		\$5,000.00		\$10,689.80		\$14,952.00		\$21,780.00		\$14,500.00
3.	1	LS	Div. 3 - Concrete		\$3,981.00		\$3,523.57		\$11,000.00		\$5,960.75		\$8,670.00		\$22,680.00		\$3,100.00
4.	1	LS	Div. 6 - Woods, Plastics, and Composites		\$8,921.00		\$38,945.91		\$8,000.00		\$18,548.98		\$19,683.00		\$19,170.00		\$9,800.00
5.	1	LS	Div. 7 - Thermal and Moisture Protection		\$9,587.00		\$7,789.18		\$8,000.00		\$16,577.10		\$1,000.00		\$3,000.00		\$23,200.00
6.	1	LS	Div. 9 - Finishes		\$11,553.00		\$5,596.32		\$8,000.00		\$9,435.50		\$8,223.60		\$1,770.00		\$7,600.00
7.	1	LS	Div. 26 - Electrical (Lighting)		\$1,338.00		\$3,087.97		\$2,000.00		\$621.50		\$887.25		\$441.00		\$150.00
8.	1	LS	Div. 31 - Earthwork		\$1,151.00		\$7,397.45		\$12,000.00		\$2,350.40		\$7,185.00		\$10,000.00		\$2,600.00
9.	1	LS	Div. 32 - Exterior Improvements (Site Restoration)		\$1,673.00		\$3,610.80		\$5,000.00		\$1,017.00		\$8,075.00		\$2,665.00		\$800.00
10.	1	LS	Contingency Allowance		\$10,000.00		\$10,000.00		\$10,000.00		\$10,000.00		\$10,000.00		\$10,000.00		\$10,000.00
Shelter 1 Total					\$78,833.00		\$98,452.10		\$84,000.00		\$90,530.61		\$93,050.85		\$95,506.00		\$87,200.00
Shelter 2																	
11.	1	LS	Div. 1 - General Requirements		\$26,062.00		\$3,318.00		\$15,000.00		\$26,272.50		\$19,550.00		\$12,000.00		\$29,400.00
12.	1	LS	Div. 2 - Existing Conditions (Demo)		\$15,964.00		\$6,525.40		\$7,000.00		\$6,960.80		\$27,777.75		\$51,810.00		\$20,500.00
13.	1	LS	Div. 3 - Concrete		\$19,515.00		\$42,555.20		\$29,000.00		\$48,539.15		\$78,427.00		\$170,990.00		\$34,000.00
14.	1	LS	Div. 4 - Masonry (Repairs)		\$1,115.00		\$5,900.00		\$5,000.00		\$4,382.14		\$3,297.00		\$40,000.00		\$300.00
15.	1	LS	Div. 6 - Woods, Plastics, and Composites		\$4,460.00		\$48,837.90		\$10,000.00		\$17,766.81		\$20,575.80		\$25,430.00		\$13,200.00
16.	1	LS	Div. 7 - Thermal and Moisture Protection		\$13,337.00		\$9,771.58		\$10,000.00		\$22,502.82		\$1,000.00		\$3,500.00		\$32,100.00
17.	1	LS	Div. 9 - Finishes		\$15,795.00		\$8,366.20		\$10,000.00		\$12,825.50		\$10,952.00		\$2,400.00		\$10,000.00
18.	1	LS	Div. 26 - Electrical (Lighting)		\$3,903.00		\$8,604.23		\$6,000.00		\$4,002.46		\$5,361.00		\$3,550.00		\$550.00
19.	1	LS	Div. 31 - Earthwork		\$12,211.00		\$10,338.06		\$19,000.00		\$8,989.15		\$9,086.00		\$9,000.00		\$4,600.00
20.	1	LS	Div. 32 - Exterior Improvements (Site Restoration)		\$2,824.00		\$5,416.20		\$5,000.00		\$2,915.40		\$10,915.00		\$9,590.00		\$2,300.00
21.	1	LS	Contingency Allowance		\$10,000.00		\$10,000.00		\$10,000.00		\$10,000.00		\$10,000.00		\$10,000.00		\$10,000.00
Shelter 2 Total					\$125,186.00		\$159,652.77		\$126,000.00		\$165,156.73		\$196,941.55		\$338,270.00		\$156,950.00

Item No.	Estimated Quantity	Unit	Description	AR Brouwer		KAB Enterprises, Inc.		A.Z. Shimo, Inc.		Phoenix Contractors, Inc.		Premier Group Associates, LC		Daxim LLC		Spicer Group, Inc.		
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
Shelter 3																		
22.	1	LS	Div. 1 - General Requirements		\$23,244.00		\$3,318.00		\$15,000.00		\$32,928.20		\$17,477.00		\$9,500.00		\$25,400.00	
23.	1	LS	Div. 2 - Existing Conditions (Demo)		\$12,367.00		\$6,525.40		\$4,000.00		\$6,960.80		\$23,373.00		\$40,040.00		\$15,300.00	
24.	1	LS	Div. 3 - Concrete		\$14,441.00		\$16,500.80		\$23,000.00		\$36,764.55		\$53,771.80		\$162,838.00		\$26,600.00	
25.	1	LS	Div. 5 - Metals (Column Base Repairs)		\$12,344.00		\$8,706.04		\$25,000.00		\$12,450.00		\$6,000.00		\$9,700.00		\$11,800.00	
26.	1	LS	Div. 6 - Woods, Plastics, and Composites		\$4,460.00		\$34,981.10		\$8,000.00		\$24,713.64		\$12,432.00		\$18,270.00		\$9,700.00	
27.	1	LS	Div. 7 - Thermal and Moisture Protection		\$7,610.00		\$6,996.22		\$8,000.00		\$17,909.37		\$1,000.00		\$3,000.00		\$23,100.00	
28.	1	LS	Div. 9 - Finishes		\$11,218.00		\$8,366.20		\$8,000.00		\$8,616.25		\$10,164.00		\$1,727.00		\$8,400.00	
29.	1	LS	Div. 26 - Electrical (Lighting)		\$8,140.00		\$8,206.51		\$12,000.00		\$10,415.21		\$8,658.00		\$2,725.00		\$1,200.00	
30.	1	LS	Div. 31 - Earthwork		\$10,036.00		\$7,331.45		\$5,000.00		\$8,328.10		\$7,395.00		\$8,000.00		\$3,600.00	
31.	1	LS	Div. 32 - Exterior Improvements (Site Restoration)		\$2,824.00		\$3,610.80		\$19,000.00		\$2,915.40		\$7,269.00		\$7,749.00		\$1,800.00	
32.	1	LS	Contingency Allowance		\$10,000.00		\$10,000.00		\$10,000.00		\$10,000.00		\$10,000.00		\$10,000.00		\$10,000.00	
Shelter 3 Total					\$116,684.00		\$114,602.52		\$137,000.00		\$171,081.52		\$157,539.80		\$273,549.00		\$136,900.00	
Shelter 4																		
33.	1	LS	Div. 1 - General Requirements		\$705.00		\$3,318.00		\$10,000.00		\$1,695.00		\$2,000.00		\$390.00		\$1,600.00	
34.	1	LS	Div. 9 - Finishes		\$6,380.00		\$6,596.20		\$16,000.00		\$2,938.00		\$17,600.00		\$7,885.00		\$6,300.00	
Shelter 4 Total					\$7,085.00		\$9,914.20		\$26,000.00		\$4,633.00		\$19,600.00		\$8,275.00		\$7,900.00	
Ford Lake Park Total					\$327,788.00		\$382,621.59		\$373,000.00		\$432,301.86		\$467,132.20		\$715,600.00		\$388,950.00	
West Willow Park (Pavilion)																		
35.	1	LS	Div. 1 - General Requirements		\$3,522.00		\$3,318.00		\$10,000.00		\$7,152.90		\$11,999.00		\$560.00		\$3,000.00	
36.	1	LS	Div. 2 - Existing Conditions (Demo)		\$3,784.00		\$5,345.40		\$3,000.00		\$4,124.50		\$11,088.00		\$3,560.00		\$1,600.00	
37.	1	LS	Div. 6 - Woods, Plastics, and Composites		\$4,991.00		\$8,755.60		\$7,000.00		\$9,836.79		\$29,943.00		\$4,400.00		\$4,300.00	
38.	1	LS	Div. 7 - Thermal and Moisture Protection		\$2,850.00		\$1,751.12		\$7,000.00		\$5,080.48		\$1,000.00		\$700.00		\$4,000.00	
39.	1	LS	Div. 9 - Finishes		\$3,820.00		\$2,950.00		\$7,000.00		\$1,836.25		\$13,860.00		\$2,562.00		\$2,100.00	
West Willow Park Total					\$18,967.00		\$22,120.12		\$34,000.00		\$28,030.92		\$67,890.00		\$11,782.00		\$15,000.00	
TOTAL AMOUNT OF BID					\$346,755.00		\$404,741.71		\$407,000.00		\$460,332.78		\$535,022.20		\$727,382.00		\$403,950.00	
40.	1	LS	Alternate Add No. 1: Replace Entire Slab at Shelter 1 Include Rat Wall w/ Slab		\$33,033.00		\$38,007.19		\$43,000.00		\$56,893.65		\$44,835.00		\$162,073.00			
TOTAL AMOUNT OF BID INCLUDING ALTERNATE(S)					\$379,788.00		\$442,748.90		\$450,000.00		\$517,226.43		\$579,857.20		\$889,455.00		\$403,950.00	
41.	1	SF	Square Foot Cost to Replace 2x6 T&G Wood Roof Decking for a minimum of 100 sq. ft.		\$14.85		\$22.00		\$1,540.00		\$27.70		\$4.20		\$12.00			
42.	1	SF	Square Foot Cost to Replace 4" THK. Concrete Slab		\$12.00		\$16.00		\$31.00		\$48.59		\$14.25		\$85.00			

Adjust by Engineer

- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process.
 - 2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

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

Ford Lake Park					
Shelter 1					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1.	Div. 1 – General Requirements	LS	1		16,905
2.	Div. 2 - Existing Conditions (Demo.)	LS	1		13,724
3.	Div. 3 - Concrete	LS	1		3,981
4.	Div. 6 - Woods, Plastics, and Composites	LS	1		8,921
5.	Div. 7 - Thermal and Moisture Protection	LS	1		9,587
6.	Div. 9 - Finishes	LS	1		11,553
7.	Div. 26 - Electrical (Lighting)	LS	1		1,338
8.	Div. 31 - Earthwork	LS	1		1,151
9.	Div. 32 - Exterior Improvements (Site Restoration)	LS	1		1,673
10.	Contingency Allowance	EA	1	\$10,000	\$10,000
Shelter 1 Total					\$78,833.⁰⁰
Shelter 2					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
11.	Div. 1 – General Requirements	LS	1		26,062
12.	Div. 2 - Existing Conditions (Demo.)	LS	1		15,964
13.	Div. 3 - Concrete	LS	1		19,515
14.	Div. 4 - Masonry (Repairs)	LS	1		1,115
15.	Div. 6 - Woods, Plastics, and Composites	LS	1		4,460
16.	Div. 7 - Thermal and Moisture Protection	LS	1		13,337
17.	Div. 9 - Finishes	LS	1		15,795
18.	Div. 26 - Electrical (Lighting)	LS	1		3,903
19.	Div. 31 - Earthwork	LS	1		12,211
20.	Div. 32 - Exterior Improvements (Site Restoration)	LS	1		2,824
21.	Contingency Allowance	EA	1	\$10,000	\$10,000
Shelter 2 Total					\$125,186

Ford Lake Park					
Shelter 3					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
22.	Div. 1 – General Requirements	LS	1		23,244
23.	Div. 2 - Existing Conditions (Demo.)	LS	1		12,367
24.	Div. 3 - Concrete	LS	1		14,441
25.	Div. 5 - Metals (Column Base Repairs)	LS	1		12,344
26.	Div. 6 - Woods, Plastics, and Composites	LS	1		4,460
27.	Div. 7 - Thermal and Moisture Protection	LS	1		7,610
28.	Div. 9 - Finishes	LS	1		11,218
29.	Div. 26 - Electrical (Lighting)	LS	1		8,140
30.	Div. 31 - Earthwork	LS	1		10,036
31.	Div. 32 - Exterior Improvements (Site Restoration)	LS	1		2,824
32.	Contingency Allowance	EA	1	\$10,000	\$10,000
Shelter 3 Total					\$116,684
Shelter 4					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
33.	Div. 1 – General Requirements	LS	1		705
34.	Div. 9 - Finishes	LS	1		6,380
Shelter 4 Total					\$7,084
Ford Lake Park Total					\$327,788

West Willow Park (Pavilion)					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
35.	Div. 1 – General Requirements	LS	1		3522
36.	Div. 2 - Existing Conditions (Demo.)	LS	1		3784
37.	Div. 6 - Woods, Plastics, and Composites	LS	1		4991
38.	Div. 7 - Thermal and Moisture Protection	LS	1		2850
39.	Div. 9 - Finishes	LS	1		3820
West Willow Park Total					\$ 18,967
TOTAL AMOUNT OF BASE BID					\$346,755
Alternates					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
40.	Alternate Add No. 1: Replace Entire Slab at Shelter 1. Include Rat Wall w/ Slab	LS	1		33,033
TOTAL AMOUNT OF BID INCLUDING ALTERNATE(S)					\$379,788
41.	Alternate Add No. 2: Square Foot Cost to Replace 2x6 T&G Wood Roof Decking for a minimum of 100 sq. ft.	SF	1	14.85	14.85
42.	Alternate Add No. 3: Square Foot Cost to Replace 4" Thk. Concrete Slab.	SF	1	12.00	12.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete on or before **August 1, 2024** and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **August 30, 2024**.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. Affidavit of Compliance – Iran Economic Sanctions Act;

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

A.R. Brouwer Company, LLC

By:

[Signature]



[Printed name]

Steve Brouwer

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

Kelly Miller

Title:

President

Submittal Date:

1/4/24

Address for giving notices:

2830 Baker Road

Dexter, MI 48130

Telephone Number:

(734) 426-9980

Fax Number:

N/A

Contact Name and e-mail address:

Steve Brouwer

stevebrouwer@arbrouwer.com

Bidder's License No.:

2102145388

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

Bond No. B 1299177

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That A.R. Brouwer Co., LLC
2830 Baker Road, Suite 100 Dexter, MI 48130 (hereinafter called the Principal)
as Principal, and the SELECTIVE INSURANCE COMPANY OF AMERICA, a corporation created and existing under
the laws of the State of New Jersey, with its principal office in Branchville, New Jersey (hereinafter called the Surety),
as Surety, are held and firmly bound unto Ypsilanti Charter Township

7200 S Huron River Drive Ypsilanti, MI 48197 (hereinafter called the Obligee)
in the full and just sum of 5 % Percent of Total Bid Amount Dollars
(\$ 5 %) good and lawful money of the United States of America, to the payments of which sum of
money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 4th day of January, 2024 A.D.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, if the Obligee shall make any award within 60 days to
the Principal for

ARPA Parks Project – Shelters

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and
enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give
bond for the faithful performance thereof with Surety or Sureties approved by the Obligee; or if the Principal shall,
in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, not
exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full
force and effect.

When this Bond has been furnished to comply with a statutory, regulatory or other legal requirement in the location where
the construction is to be performed, any provision in this Bond conflicting with said statutory, regulatory or legal
requirement shall be deemed deleted from this form and provisions conforming to such statutory, regulatory 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.

In Testimony Whereof, the Principal and Surety have caused these presents to be duly signed and sealed.

A.R. Brouwer Co., LLC

WITNESS:

Kelley Miller
(If individual or firm)

[Signature], PRINCIPAL

By: [Signature] (SEAL)

ATTEST:

(If Corporation)

SELECTIVE INSURANCE COMPANY OF AMERICA, SURETY

By: [Signature]
Marcia J. Miller, Attorney-in-fact



MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: John Hines, Municipal Services Director

CC: Beth Ernat, Ernat Consulting

Date: January 30, 2024

RE: Request Authorization to seek sealed bids for the replacement and installation of the Community Center HVAC Units.

The Residential Services Department with Ernat Consulting is requesting authorization to seek sealed bids for the replacement and installation of the twenty four (24) HVAC units at the Community Center.

Ernat Consulting has been working with Township staff to prepare this document to apply for the Department of Energy's Energy Efficiency and Conservation Block Grant (EECBG) program. The goal of the EECBG program is designed to help local governmental entities in implementing strategies to reduce energy use, reduce fossil fuel emissions and improve energy efficiency. Heating and Cooling systems are considered eligible equipment. The EECBG grant is an award of \$113,000 with no match required. The grant is part of the voucher program that will reimburse the Township for all eligible equipment and labor.

The Community Center was chosen as the site for this round of applications to replace the aging rooftop units. Each unit currently is over 12 years old, with the oldest almost 20. For the program, township staff will also need to submit the attached Energy Efficiency and Conservation Strategy.

Staff and representatives from Ernat Consulting will return to the Board of Trustees to recommend and award the selection of a contractor and a proposed construction schedule after the bids are received the grant has been awarded.

Please find attached this memorandum the proposed construction documents and the bidding package as created by Ernat Consulting.

John Hines
Municipal Services Director

**CONTRACT DOCUMENTS
FOR
Community Center HVAC
Replacement**

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

**Ernat Consulting
Beth Ernat
734-945-9270
Ernat.beth@gmail.com**

February __, 2024

ADVERTISEMENT FOR BID

Community Center HVAC Replacement
Charter Township of Ypsilanti
February, 2024

Sealed Bids for Community Center HVAC Replacement will be received at the office of the Charter Township of Ypsilanti until 2:00 PM local time, on March 1, 2024, in either of two locations: at the office of the Township Clerk located at 7200 S Huron River Dr, Ypsilanti, MI 48197; or by submitting a digital sealed bid via the BidNet website (formerly MITN). The approximate quantities of major items of work involved are as follows:

Replacement and connection of twenty-four (24) Energy Efficient HVAC units at the Community Center located at 2025 E. Clark Rd, Ypsilanti, MI 48198.

The Contract Documents for this project are on file and may be examined on and after 2:00 PM, February __, 2024, at the following locations: the Office of the Clerk, Charter Township of Ypsilanti, 7200 S Huron River Drive and BidNet direct website (formerly MITN).

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.

No pre-bid meetings are scheduled for this project.

Heather Jarrell Roe, Clerk
Charter Township of Ypsilanti

INSTRUCTIONS TO BIDDERS

1. BIDS

- A. Sealed Bids will be received as per Advertisement for Bids.
- B. Bid Forms shall be submitted only on forms provided 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 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 email addresses 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 bonds equal to one hundred percent (100%) of the Contract Sum. The bond shall be the OWNER's guarantee of the faithful performance and payment of all the CONTRACTOR's obligations under the Agreement. These bonds shall remain in effect for the period as stated in each bond's provisions.
- B. Maintenance and Guarantee Bonds shall be required.

5. INSPECTION OF SITE

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

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

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

6. TIME OF COMPLETION

Time of completion will be as stated in the Agreement.

7. EXPLANATION TO BIDDERS BY ADDENDA

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

Bidder from obligation under his Bid as submitted.

8. EXPERIENCE AND FINANCIAL STATEMENT

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

9. SUBCONTRACTORS

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

substitute without an increase in Bid price. If the apparent successful Bidder declines to make any such substitutions, the Contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any subcontractor, other person or organization so listed and to whom the OWNER 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 removal of existing RTU units and replacement in kind. 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 , 2024. The CONTRACTOR shall complete the proposed work, including final tests thereof, in order to have the HVAC project 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.

Summary of anticipated dates:

Contract Award.....

Notice to Proceed.....

Construction Start Date..... , 2024

Substantial Completion Date , 2024

Project Completion , 2024

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

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

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

A. HVAC replacement

The project proposal is the replacement of 24 HVAC Units with 24 Energy Efficient Units at the Township Community Center. Below is the list and age of current units followed by the minimum specifications for the replacement units needed.

EXISTING:

Community Center Equipment:

ID	Make	Model Number	Serial Number	Age	SEER*
RTU-1	Trane	YSC036A3RLA2YD000A1000000	815100181L	2008	10.7
RTU-1A	Trane	YSC036E3RHA19D000A10201A0	111110717L	2011	10.7
RTU-2	Trane	YSC036E3RHA19D000A10201A0	111110701L	2011	10.7
RTU-2A	Trane	YSC036A3RLA2YD000A1000000	815100177L	2008	10.7
RTU-3	Trane	YSC060E3RHA18D000A10201A0	111110631L	2011	10.2
RTU-4	Trane	YSC072E3RHA12D000A10201A0	111110642L	2011	10.2
RTU-5	Trane	YSC060E3RHA18D000A10201A0	111110623L	2011	10.2
RTU-6	Trane	YSC060E3RHA18D000A10201A0	111110679L	2011	10.2
RTU-6A	Bryant	580FPV036074ABGA	0504G30414	2004	10.0
RTU-7	Trane	YSC060E3RHA18D000A10201A0	111110639L	2011	10.2
RTU-7A	Bryant	580FPV036074ABGA	0504G30413	2004	10.0
RTU-8	Trane	YSC060E3RHA18D000A10201A0	111110655L	2011	10.2
RTU-8A	Bryant	580FPV036074ABGA	0504G30410	2004	10.0
RTU-9	Trane	YSC060E3RHA18D000A10201A0	111110671L	2011	10.2
RTU-10	Trane	YSC060E3RHA18D000A10201A0	111110663L	2011	10.2
RTU-11	Trane	YSC048E3RHA17D000A10201A0	111110611L	2011	10.0
RTU-12	Trane	YSC060E3RHA18D000A10201A0	111110613L	2011	10.2
RTU-13	Trane	YSC060E3RHA18D000A10201A0	111110647L	2011	10.2
RTU-14	Trane	YSC048E3RHA17D000A10201A0	111110621L	2011	10.0
RTU-15	Trane	YSC036E3RHA19D000A10201A0	111110725L	2011	10.7
RTU-16	Trane	YSC036E3RHA19D000A10201A0	111110693L	2011	10.7
RTU-17	Trane	YSC036E3RHA19D000A10201A0	111110733L	2011	10.7
RTU-18	Trane	YSC036E3RHA19D000A10201A0	111110709L	2011	10.7
RTU-19	Trane	YSC048E3RHA17D000A10201A0	111110629L	2011	10.0

MINIMUM REPLACEMENT REQUIREMENTS

3-ton RTU (RTU-1, RTU-1A, RTU-2, RTU-2A, RTU-15, RTU-16, RTU-17, RTU-18)

DX cooling, gas heat

Improved efficiency

Convertible configuration

208-230/60/3

Microprocessor controls

Low gas heat

Economizer Dry Bulb 0-100% with Barometric Relief

Through the base electrical

Non-fused disconnect

Lontalk(R) communications interface

Return air smoke detector

1st Year Labor warranty

SEER Rating >= 15.0

4-ton RTU (RTU-11, RTU-14, RTU-19)

DX cooling, gas heat
Improved efficiency
Convertible configuration
208-230/60/3
Microprocessor controls
Economizer Dry Bulb 0-100% with Barometric Relief
Through the base electrical
Non-fused disconnect
Lontalk(R) communications interface
Return air smoke detector
1st Year Labor warranty
High gas heat
SEER Rating \geq 15.0

5-ton (RTU-, RTU-5, RTU-6, RTU-7, RTU-8, RTU-9, RTU-10, RTU-12, RTU-13)

DX cooling, gas heat
Improved efficiency
Convertible configuration
208-230/60/3
Microprocessor controls
Economizer Dry Bulb 0-100% with Barometric Relief
Through the base electrical
Non-fused disconnect
Lontalk(R) communications interface
Return air smoke detector
1st Year Labor warranty
High gas heat
SEER Rating \geq 15.0

6-ton RTU (RTU-4)

Standard Ship Cycle
DX Cooling / Gas Heat
Improved Efficiency
R-454B or R32
6 Ton
208-230/60/3
Symbio 700
High Gas Heat
Economizer, DB with Barometric Relief
Through the Base Electric

Non-Fused Disconnect Switch
Advanced Controls and LonTalk (LCI)
Return Air Smoke Detector
1st Yr Labor Whole Unit
SEER Rating >= 15.0

3-ton RTU (RTU-6A, RTU-7A, RTU-8A)
208-230/3/60
Medium Gas Heat
3 Tons
One stage cooling
Standard Packaging
Dir Drive-EcoBlue-Med Static
Al/Cu - Al/Cu
Electro-Mechanical Ctl W7212
Vertical Economzier, Low Leak
SEER Rating >= 15.0

Community Center Equipment Installation:

Scope of Work includes:

- Disconnect gas piping and electrical supply.
- Disconnect low voltage thermostat wiring.
- Provide crane and rigging to remove old unit.
- Provide crane and rigging to set new unit.
- Reconnect gas piping and electrical supply modifying as necessary.
- Reconnect low voltage thermostat wiring.
- Remove Lock out / Tag out.
- Startup unit and sequence check for proper operation.
- Cleanup job site and recycle defective parts and equipment.

B. Permits

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

a. Permitting Agency: Charter Township of Ypsilanti SESC

Contact at Agency: Dave Bellers

Phone number: (734) 544-3653

Permit Fee: Letter of Retainage (by Township)

Bond Amount (if applicable): N/A

Date of Application: Contractor needs to apply

Person Responsible for Acquiring the Permit: Contractor

Date Permit issued if already in hand: TBD

C. Minimum Wage Requirements and Compliance

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

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

Anti-Kickback Act (Title 18, USC 874)

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

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

Federal Occupational Safety and Health Act of 1970

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

D. Pre-bid Meeting

No pre-bid meetings are scheduled for this project.

INSURANCE SPECIFICATIONS

1. LIABILITY OF CONTRACTOR

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

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

INDEMNIFICATION - HOLD HARMLESS AGREEMENT

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

2.1.6. Umbrella or Excess Liability

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

2.1.7. Railroad Protective Liability

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

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

2.2.6. Umbrella or Excess Liability

\$2,000,000

2.2. Limits of Liability

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

2.2.1. Worker's Compensation

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

2.2.2. Comprehensive General Liability

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

2.2.3. Comprehensive Automobile Liability

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

2.2.5. Builder's Risk-Installation Floater

Cost to replace at time of loss

2.3. Insurance - Other Requirements

2.3.1. Notice of Cancellation or Intent Not to Renew

Policies will be endorsed to provide that at least thirty (30) days written notice shall be given to the OWNER 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; their consultants, agents, employees and such public corporations in whose jurisdiction the work is located.

C. Insurance Required for the CONTRACTOR and the OWNER

Builders Risk-Installation Floater which names as insured(s) the OWNER 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
Community Center HVAC
Replacement
Charter Township of Ypsilanti

THIS BID IS SUBMITTED TO:
Charter Township of Ypsilanti
7200 S Huron River Dr
Ypsilanti, MI 48197

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

Bidder accepts all of the terms and conditions of the Advertisement to Bid, Instructions to Bidders and Supplemental Instructions to Bidders.

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

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

Addendum No.	Addendum Date	Signature
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- 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.
- 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):

BY: _____

SIGNED: _____

IRAN LINKED BUSINESS CERTIFICATION

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

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

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

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

Date: _____

Signed: _____

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.
 - m. The entry into or renewal of a contract for goods or services.
- (C) "Investment activity" means 1 or more of the following:
 - 1. A person who has an investment of \$20,000,000.00 or more in the energy sector of Iran.
 - 11. 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:
 - 1. 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.
 - 11. 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:
 - 1. An individual, corporation, company, limited liability company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group.
 - 11. Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in section 1701(c) (3) of the international financial institutional act, 22 USC 262r(c) (3).
 - iii. Any successor, subunit, parent company, or subsidiary of, or company under common ownership or control with, any entity described in subparagraph (i) or (ii).
- (G) "Public entity" means this state or an agency or authority of this state, school district, community college district, intermediate school district, city, village, township, county, public authority, or public airport authority.

SUBCONTRACTOR LISTING

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

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

NAME, ADDRESS & PHONE NO. OF SUBCONTRACTOR	DESCRIPTION OF WORK	APPROXIMATE DOLLAR VALUE OF SUBCONTRACT
---	------------------------	---

**BID FORM for
Community Center
HVAC Replacement
Township of Ypsilanti, Washtenaw County, State of Michigan**

Subtotal Category 3 : \$ _____

Subtotal Category 1: \$ _____

Subtotal Category 2: \$ _____

Subtotal Category 3: \$ _____

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

EECBG Program: Energy Efficiency and Conservation Strategy Template for Local Governments

Local governments must submit a proposed Energy Efficiency and Conservation Strategy (EECS) to the Department of Energy (DOE) to meet the statutory requirements for the Energy Efficiency and Conservation Block Grant (EECBG) Program. The proposed EECS must include the information contained in Part A of this template. Local governments may use this streamlined EECS Template to meet the requirement, but the template is not required. If a local government chooses to submit an EECS using an alternative format, the information outlined in Part A must be included in the submission.

Local governments have the option of submitting their EECS at the time of application or no later than 1 year after the effective date of the award. If the latter option is chosen, the EECS should be a comprehensive strategy that covers, at a minimum, all items detailed in this template. DOE will provide informational resources and technical assistance to support the development of comprehensive strategies.

Local governments that do not submit an EECS with their application must submit an EECBG Program Activity File with their application and select Activity 1 (Energy Efficiency and Conservation Strategy).

NOTE: All text fields are limited to 2000 characters.

Part A:

Grantee: [Charter Township of Ypsilanti](#)

Date: (mm/dd/yyyy): 1/23/2024

UEI Number : [LM28LDVM4MB5](#)

Program Contact Email: Ernat.Beth@gmail.com

- 1) Local governments must include within their proposed strategy a description of their goals for increased energy efficiency and conservation in the jurisdiction. Does your local government have existing energy efficiency and conservation or related goals?

a. Yes

- i. What goals do you have? (check all that apply)

1. GHG reduction goal

a. Specific goal (e.g., 80% GHG reduced from 1990 levels)

b. By what year? (e.g., 2050)

2. Energy use reduction goal

a. Specific goal [Reduce the carbon footprint from use of electricity](#)

b. By what year? [consumed in Township owned facilities. Goal is ongoing.](#)

3. Clean energy use goal

a. Specific goal [Continue to support Township's owned and operated](#)

b. By what year? [renewable energy project. Goal is ongoing](#)

4. EV adoption goal

a. Specific goal

b. By what year?

5. Job creation goal

a. Specific goal

- b. By what year?
- 6. Job quality goal
 - a. Specify goal
 - b. By what year?

7. Other

- a. Specific goal Pay prevailing wages for all construction and maintenance projects. Goal is ongoing.
- b. By what year?

b. No, our local government does not have an existing goal, but we are selecting the following goal as part of our strategy. If you select option 5, you must also select from options 1-4 or option 6 (may select more than one option).

- i. Carbon neutrality by 2050 or sooner
- ii. Reduce energy use by 50% by 2050 or sooner
- iii. 100% carbon-free energy use by 2050 or sooner
- iv. 80% EV adoption by 2050 or sooner
- v. Pay prevailing wages for all construction and maintenance projects by 2025
- vi. Other

2) Does your local government have an existing plan or strategy document (e.g., climate action plan, energy conservation plan, comprehensive energy plan, etc.) to reduce energy use, increase energy efficiency, reduce emissions, or train workers for high-quality energy efficiency jobs?

a. Yes

- i. Please attach/submit/link your plan
- ii. Do you intend to update your plan in the next two years?

1. Yes

a. Are you planning to use any of your EECBG Program funds to update your plan?

- i. Yes
- ii. No

b. What updates do you intend to make to your plan?

b. No

- i. Please briefly describe your strategy to achieve your goals listed in Question 1 The Township owns and operates a HydroDam that is used to off-set the consumption of electricity. The Township is in the process of renewing its license.

3) Are you planning to use a blueprint (see Section 4.5 of the EECBG Program Formula Grant Application Instructions document for more details)?

a. Yes

i. Which one(s)?

- 1. Energy Planning
- 2. Energy Efficiency

- a. Energy Efficiency: Building Audits and Retrofits, including grid interactivity and electrification
- b. Energy Savings Performance Contracts for Efficiency & Electrification in Municipal Buildings
- c. Building Efficiency & Electrification Campaign

- d. Building Performance Standards for Existing Buildings and Stretch Codes for New Construction
 - 3. Renewables
 - a. Solar (and battery storage) Power Purchase Agreement (PPA)
 - b. Community Solar
 - c. Solarize Campaign
 - d. Renewable Resource Planning for Communities
 - 4. Transportation
 - a. Electric Vehicles for Municipal Fleets
 - b. EV Charging Infrastructure for the Community
 - 5. Unlocking Sustainable Financing Solutions for Energy Projects and Programs
 - 6. Workforce Development
- ii. How does this blueprint help you meet your strategy/goals?
 - b. No
 - i. What category of work do you plan to apply your EECBG Program funds to? (check all that apply)
 - 1. Strategy development
 - a. Developing goals
 - b. Developing measures to track progress
 - c. Providing annual reporting on goals
 - 2. Technical consultant services to assist in strategy development
 - 3. Building energy audits
 - a. Residential
 - b. Commercial
 - c. Industrial
 - d. Municipal
 - 4. Financial programs
 - a. Loan programs
 - b. Performance contracting programs
 - c. Rebates/grants
 - d. Incentives
 - e. Other
 - 5. Energy efficiency retrofits
 - a. Residential
 - b. Commercial
 - c. Industrial
 - d. Municipal Community Center HVAC retrofit to improve efficiency and conservation.
 - 6. Energy efficiency and conservation programs for buildings and facilities
 - a. Residential
 - b. Commercial
 - c. Industrial

- d. Municipal
- 7. Transportation Programs
 - a. Electric vehicle planning
 - i. Municipal
 - ii. Communitywide
 - b. Purchasing of electric vehicles
 - c. Installation of electric vehicle chargers
 - i. Municipal
 - ii. Communitywide
 - d. Use of flex time by employers
 - e. Satellite work centers
 - f. Zoning guidelines or requirements that promote energy efficient development
 - g. Infrastructure, such as bike lanes and pathways and pedestrian walkways
 - h. Synchronization of traffic signals
 - i. Public transit system improvement investments
 - j. Other
- 8. Building codes and inspections
 - a. Updating building codes
 - b. Improving enforcement/compliance with building codes
 - c. Building performance standards
 - d. Other
- 9. Energy distribution technologies for energy efficiency
 - a. Distributed resources
 - b. District heating and cooling systems
 - c. Other
- 10. Material conservation programs
 - a. Source reduction
 - b. Recycling
 - c. Composting
 - d. Sustainable procurement
 - e. Other
- 11. Reduction and capture of methane and other greenhouse gases generated
 - a. Landfills
 - b. Wastewater treatment facilities
 - c. Other
- 12. Traffic signals and street lighting upgrades
- 13. Renewable energy on government buildings
 - a. Solar
 - b. Wind
 - c. Fuel cells
 - d. Biomass

- 14. Programs for financing, purchasing, and installing energy efficiency, renewable energy, and zero-emission transportation (and associated infrastructure)
- 15. Other (requires approval of Secretary)
 - ii. How will your use of funds help your unit of government meet its strategy/goals? *Exchanging older ppor performing HVAC units with new energy efficient units in a community center building will support reduction of carbon footprint*
 - iii. Provide a brief description of your project(s)? *Replace 24 HVAC units at Community Ctr.*
- 4) Local governments must coordinate and share information with the State in which the eligible local government is located regarding activities carried out using the grant to maximize the energy efficiency and conservation benefits under the EECBG Program. Have you coordinated and shared your planned activities with your State?
 - a. Yes *State has been notified regarding intended project.*
 - i. Please describe how you plan to coordinate with your State *Notify and report improvement*
- 5) Local governments must take into account any plans for the use of funds by adjacent eligible local governments that receive grants under the EECBG Program. Have you taken into account how adjacent eligible units of local governments plan to use their funds?
 - a. Yes - *Only one adjacent ULG receives funding. They are not intending to use allocated funds currently.*

Part B.

- 1. Do you plan to collaborate with other eligible units of government?
 - a. Yes, we are going to form a team and apply through a joint application
 - i. List the names of the units of government
 - 1. Which unit of government is serving as the lead applicant?
 - ii. Please describe what your team plans to work on together
 - b. Yes, we are going to informally collaborate
 - i. List the names of the units of government
 - ii. Please describe your planned collaboration
 - c. We are not yet sure if we are going to collaborate with others
 - d. No
- 2. Are you planning to partner with other organizations including utilities, energy industry and financial companies, community-based organizations, labor unions, and other non-profit organizations for your project?
 - a. Yes
 - i. Please list your partners
 - b. No
- 3. Have you engaged local stakeholders (such as utilities, energy industry and financial companies, community-based organizations, labor unions, and other non-profit organizations) in the development of your plan and/or how you intend to use your EECBG Program allocation?
 - a. Yes
 - b. No
- 4. Will this EECBG Program funding help you to access additional sources of funding?
 - a. Yes
 - i. What kind? (Check all that apply)
 - 1. Local government

- 2. State government
- 3. Federal government
- 4. Philanthropic
- 5. Private sector
- 6. Other

b. No

i. Would you like assistance in identifying other sources of funding?

1. Yes

2. No

5. Do you anticipate needing support for your project development/implementation?

a. Yes

i. What kind? (check all that apply)

- 1. Policy, planning and program design
- 2. Retrofits
- 3. Engineering and modeling
- 4. Stakeholder engagement
- 5. Program administration and implementation support
- 6. Outreach, education and advertising
- 7. Other

b. No

6. Do you anticipate the project(s) you use this funding for will continue after the EECBG Program funding period?

a. Yes

i. Describe how the project(s) have been designed to ensure that it sustains benefits beyond the EECBG Program funding period

The HVAC retrofit will replace units that are 10 years old or greater. New equipment will improve outcomes for 10-15 years.

b. No

i. What would help you to continue? (check all that apply)

- 1. Local sustainable financing
- 2. Public and local political support
- 3. Staff capacity
- 4. Other

7. How do you intend for your project(s) to benefit disadvantaged communities?¹ (check all that apply)

a. Benefits include (but are not limited to) measurable direct or indirect investments or positive project outcomes that achieve or contribute to the following in disadvantaged communities:

i. A decrease in energy burden²

ii. A decrease in environmental exposure and burdens

iii. An increase in access to low-cost capital

iv. An increase in job quality (including paying prevailing wages for construction and maintenance projects by 2025)

¹ [Justice40 Initiative | Department of Energy](#)

² The Initiative for Energy Justice https://iejusa.org/glossary-and-appendix/#glossary_of_terms

- v. An increase in clean energy enterprise creation and contracting (e.g., minority-owned or disadvantaged business enterprises)
- vi. An increase in clean energy jobs, job pipeline, and job training for individuals from disadvantaged communities
- vii. An increase in parity in clean energy technology access and adoption
- viii. An increase in energy democracy
- ix. Other
 - 1. Please explain

8. How will your strategy support the goal that 40% of the overall benefits of certain federal investments flow to disadvantaged communities, in line with the Justice40 initiative?

The Ypsilanti Community Center is located in a DAC and serves several DACs that use the facility and are accessible by walking, vehicle, or public transportation. The Community Center offers free or low-cost resources to residents within this and other nearby DACs. This area has been historically overlooked for environmental justice and this is an opportunity to create energy efficiency and reduce carbon output at this actively used Center.



MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: John Hines, Municipal Services Director

Date: January 30, 2024

Subject: Request Authorization to accept the low quote for \$692,495.00 from Decima LLC for the repairs of the Community Center Bathrooms and Water Damage.

The Residential Services Department is requesting authorization to accept the low quote and authorize the signing of the agreement with Decima LLC for \$88,703.00 for the repair of the Community Center Water Damage budgeted in GL#213-901-976.008 and \$603,792.00 for the Community Center Bathroom and Piping Replacement budgeted in GL#101-902-981.040.

Attached is a letter by Stantec Consulting recommending Decima for award of bid due to their positive references, knowledge of job scope and township expectations and by being the low quote. Repairs at the Community Center will focus on the bathrooms in 200 and 300 hallway, sanitary lines for included areas and the renovation of the building that was damaged during the pipe burst in late December 2022.

The Board of Trustees previously approved at the September 19th, 2023 meeting for Stantec to seek bids for the Shelter Repairs. Project was re-bid after initial round did not receive competitive bids. Updated package bids were opened on January 25th, 2024 and three were submitted. Bids received are listed below:

	Water Damage Repair	Bathroom/Piping Renovation
Decima LLC:	\$88,703.00	\$603,792.00
Allied Building Service:	\$329,938.95	\$587,779.08
A.Z. Shmina:	\$148,000.00	\$801,000.00



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

January 30, 2024
File: 2075154401

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

Dear Director Hines,

Reference: Community Center 200HW (100) Package and Community Center Main Building (200) Package, Bid Review

Pursuant to your direction, bids for the above-referenced project were received at the Clerk's Office on Thursday, January 25, 2024, where they were opened and read aloud at 10:00 AM. A total of three (3) bids were received, ranging from a low bid in the amount of \$692,495.00, submitted by Decima, LLC (Decima) of Detroit, Michigan to a high bid in the amount of \$949,000.00 submitted by A.Z. Shmina (Shmina) of Brighton, Michigan. A bid tabulation has been enclosed summarizing all of the bids that were received for the project.

Stantec has discussed and reviewed Decima's bid with them and confirmed the Township's wage compliance provisions are included in their proposal. We have also reviewed Decima's references and completed work list and verified their experience on similar projects. Based on our review of the provided references, and the bids received, we believe that Decima has the ability to perform the work satisfactorily on this project. Decima is therefore deemed the lowest responsive, responsible bidder for the above referenced project (i.e., base bid) in the amount of SIX HUNDRED NINETY-TWO THOUSAND, FOUR HUNDRED NINETY-FIVE, and 00/100 Dollars (\$692,495.00).

Should the Township choose to award a contract to Decima, we would be pleased to prepare the contracts for execution, obtain the required bonds and insurance, and schedule a preconstruction meeting to initiate this project. We would like to thank you for this opportunity to provide services for the Township.

Regards,

Stantec Consulting Michigan Inc.

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

Stantec Consulting Michigan Inc.

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

Attachment: Bid Tabulation

ws u:\2075154401\specifications from ann arbor\ypsi 100 200 community center specifications\re_bid_100_200_12.2023\let_hines_100 200 rebid_bid_review_20240130.docx



**Bid Tabulation
for
Contract Documents
for the**

Bid Opening: Thursday, January 25, 2024
10:00 AM, local time

**Community Center 200HW (100) Package and
Community Center Main Building (200) Package
for Ypsilanti Township**

2075154401

				Decima LLC		Allied Building Service Company of Detroit, Inc.		A.Z. Shmina, Inc.	
CONTRACTOR:				16870 Schaefer Hwy		1801 Howard Street		11711 Grand River Avenue	
				Detroit, MI 48235		Detroit, MI 48216		Brighton, MI 48116	
				260-243-0591		734-838-9391		810-227-5100	
No.	Item	Qty.	Units	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	200HW (100) Package	1	LS	\$ 77,703.00	\$ 77,703.00	\$ 318,938.95	\$ 318,938.95	\$137,000.00	\$ 137,000.00
2	200HW (100) Misc. Painting and Touch-Up Allowance			\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
3	200HW (100) Misc. Electrical Allowance			\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
4	200 Package	1	LS	\$573,792.00	\$ 573,792.00	\$ 557,779.08	\$ 557,779.08	\$771,000.00	\$ 771,000.00
5	200 Misc. Plumbing Allowance			\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
6	200 Misc. Painting and Touch-Up Allowance			\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
7	200 Misc. Patch and Repair Allowance			\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
8	200 Misc. Electrical Allowance			\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
TOTAL BID PRICE (ITEM NOS. 1 THROUGH 9):					\$ 692,495.00		\$ 917,718.03		\$ 949,000.00



CONTRACT DOCUMENTS

**COMMUNITY CENTER 200HW (100) PACKAGE
AND
COMMUNITY CENTER MAIN BUILDING (200) PACKAGE
YPSILANTI CHARTER TOWNSHIP
DECEMBER 2023**

Prepared By:

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

Stantec Project No.: 2075154401

BIDDER'S QUALIFICATION AND EXPERIENCE STATEMENT

The OWNER will require supporting evidence regarding Bidder's Qualifications and competency. The Bidder will be required to furnish all of the applicable information listed below and must be submitted with the sealed bid at the time of the Bid Opening. The Qualifications and Experience certificate must be type written and signed in ink.

QUALIFICATIONS AND EXPERIENCE CERTIFICATE

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Submitted To: Ypsilanti Charter Township

Address: 7200 S. Huron River Drive, Ypsilanti, MI 49187

Submitted By: Decima LLC

Name: Alex Baloch

Address: 16870 Schaefer Hwy., Detroit, MI 48235

Telephone No. +1(260)243-0591 Fax No. _____

Principal Office: 16870 Schaefer Hwy., Detroit, MI 48235

Corporation: Corporated in Michigan Joint Venture: _____

Partnership: _____ Other: _____

Individual: _____

Name of Project: 2023-23 - Community Center Renovation

Type of Work (File a separate form for each classification of work.)

General: Sanitary, Mechanical and Plumbing

Landscape: _____

Other: Concrete, Painting, Flooring (Please Specify) Electrical, Ceiling

ORGANIZATION

How many years has your organization been in business as a CONTRACTOR?

Five years.

How many years has your organization been in business under its present business name?

Five years.

Under what other or former names has your organization operated?

None.

If your organization is a corporation, answer the following:

Date of Incorporation: 04/18/2018

State of Incorporation: Michigan

President's Name: Alex Baloch

Vice President's Name: _____

Secretary's Name: _____

Treasurer's Name: Khadija Shabber

If your organization is a partnership, answer the following:

Date of Organization: _____

Type of Partnership: _____

Name(s) of General Partner(s): _____

If your organization is individually owned, answer the following:

Date of Organization: _____

Name of OWNER: _____

If the form of your organization is other than those listed above describe it and name the principals:

LICENSING

List jurisdiction and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable:

Please see attached below SAM registration.

List jurisdiction in which your organization's partnership or trade name is filed:

N/A

EXPERIENCE

List the categories of work that your organization normally performs with its own forces:

Electrical, Fence, Concrete, Painting, Carpentry

On a separate sheet, list major construction projects your organization has in progress, giving the name of project, OWNER, architect/ENGINEER, Contract amount, percent complete, and scheduled completion date. *Attached below.*

On a separate sheet, list the major construction projects your organization has completed in the past five (5) years, giving the name of the project, OWNER, architect/ENGINEER, Contract amount, date of completion and percentage of the cost of the work performed with your own forces. *Attached below.*

On a separate sheet, list the construction experience and present commitments of the key individuals of your organization. *Attached below.*

CLAIMS AND SUITS (if the answer to any of the questions below is yes, please attach details)

Has your organization ever failed to complete any work awarded to it? No

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or officers? No

REFERENCES

Trade References: _____


Bank References: Fifth Third Bank

Surety: Granite Re, Inc.

Name of Bonding Company:
J. Ryan Bonding

Name and Address of Agent:
Karla Heffron

14001 Quailbrook Drive Oklahoma City, OK. 73134

Signature:  _____
Dated at: _____ this 24th day of January, 2024

Name of Organization: Decima LLC

By: Alex Baloch

Title: President

Mr/Mrs/Ms Alex Baloch being duly deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 24th day of January, 2024

Notary Public: Bassam Ali Ghariib

My Commission Expires: 01-01-2029

BASSAM ALI GHARIIB
NOTARY PUBLIC STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires: January 1, 2029
Residing in the County of Wayne




IF THIS INFORMATION IS NOT SUBMITTED WITH THE SEALED BID AT THE TIME OF BID, THE BID WILL BE CONSIDERED INCOMPLETE.

**PROPOSAL FOR
COMMUNITY CENTER 200HW (100) PACKAGE
AND
COMMUNITY CENTER MAIN BUILDING (200) PACKAGE**

TO YPSILANTI CHARTER TOWNSHIP:

The undersigned as Bidder hereby declares that this Proposal is made in good faith without fraud or collusion with any person or persons bidding on the same Contract; that he has read and examined the Advertisement, Information for Bidders, Proposal, General Conditions, Agreement, Forms of Bonds, Specifications and Plans, as prepared by the ENGINEERS, and understands all of the same; that he or his representative has made personal investigation at the site and has informed himself fully with regard to the conditions to be met in the execution of this Contract, and the undersigned proposes to furnish all labor, materials, tools, power, transportation, and construction equipment necessary for the construction of the Project and performing related work in full accordance with the aforesaid Contract Documents, including any and all addenda officially issued, the receipt of which is hereby acknowledged:

Addendum No./Dated	Date of Receipt	Signature
01	01/13/2024	
_____	_____	_____
_____	_____	_____
_____	_____	_____

AWARD OF CONTRACT: The Contract will be awarded to the lowest responsive, responsible Bidder based on unit prices for all work as specified.

PROPOSAL PRICE: The Bidder agrees to complete the Project for the following unit prices:

Item No.	Item Description	Qty	Unit	Unit Price	Total Price
1.	200HW (100) Package	1	LS	\$77,703.00	\$77,703.00
2.	200HW (100) Misc. Painting and Touch-Up Allowance			\$5,000.00	\$5,000.00
3.	200HW (100) Misc. Electrical Allowance			\$6,000.00	\$6,000.00
4.	200 Package	1	LS	\$573,792.00	\$573,792.00
5.	200 Misc. Plumbing Allowance			\$10,000.00	\$10,000.00
6.	200 Misc. Painting and Touch-Up Allowance			\$5,000.00	\$5,000.00
7.	200 Misc. Patch and Repair Allowance			\$5,000.00	\$5,000.00
8.	200 Misc. Electrical Allowance			\$10,000.00	\$10,000.00
TOTAL BID PRICE (ITEM NOS. 1 THROUGH 8):					\$ 692,495.00

GRAND TOTAL BID PRICE (ITEM NOS. 1 THROUGH 8)

Six hundred ninety-two thousand four hundred ninety-five Dollars (\$ 692,495.00)
(Amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern).

The undersigned agrees that if the foregoing Proposal shall be accepted by the OWNER, he will, within ten (10) days (Sundays and legal holidays excepted) after receiving notice of such acceptance, enter into the attached form of Agreement and will complete the Project, ready for use, at the price and within the time stated in this Proposal, and that he will furnish the OWNER satisfactory Contract Bonds and certificates of insurance coverage.

The undersigned further agrees that if the foregoing Proposal shall be accepted, he will commence work immediately after the Contract has been awarded, the Agreement executed, and he has received a Notice to Proceed. The Project shall be completed in its entirety including final site restoration and clean-up on or before 365 Calendar Days (See Phasing Plan).

The undersigned attaches hereto his Bid Security, as required by the Advertisement and Information for Bidders, and the undersigned agrees that in case he shall fail to fulfill his obligations under the foregoing Proposal and/or shall fail to furnish bonds, as specified, the OWNER may, at its option determine that the undersigned has abandoned his rights and interests in such Contract and that his Bid Security accompanying his Proposal has been forfeited to the said OWNER, but otherwise the Bid Security shall be returned to the undersigned upon the execution of the Contract and the acceptance of the bonds.

The undersigned also agrees that for each and every calendar day that he may be in default of substantial completion of the entire phase of work, ready for use, within the time specified in this Proposal or within the time to which said time of completion may be extended for good cause shown, the OWNER will suffer a damage of Eight Hundred Dollars (\$800.00) per day and said OWNER shall be compensated therefore at the rate as liquidated damages in accordance with Article 1-B, Liquidated Damages, of the Agreement.

The Bidder shall acknowledge that he/she is an equal opportunity employer and that they do not discriminate against other firms due to race, age, gender or physical conditions.

In submitting this bid, it is understood that the right is reserved by the OWNER to accept any bid, to reject any or all bids, and to waive irregularities in bidding in the interest of the OWNER.

The Bidder has completed the accompanying "Legal Status" form.

Dated and Signed at _____
this, the 24th day of January, 2024.

OFFICIAL ADDRESS	BIDDER'S NAME
16870 Schaefer Hwy.,	Decima LLC
Detroit, MI 48235	
	Alex Baloch
	By
+1(260)243-0591	President
Telephone	Title

ADA COMPLIANCE UNDERSTANDING

All ADA slope guidelines presented in the plans are maximums that are not to be exceeded. It is recommended that for construction, the CONTRACTOR(S) shall not set grades or forms that exceed: 7.5% running slope and 1.5% cross slope for curb ramps, 1.5% slope in all directions for landings, 4.5% maximum running slope and 1.5% cross slope for pedestrian crosswalks and sidewalks, and 8.0% maximum running slope and 1.5% cross slope for ramps.

The plans include ADA details, and the plan sheets include grades for the CONTRACTOR to use in setting forms for the ADA landings, ramps, and sidewalks. These grades shall be used as a guide to the CONTRACTOR, but due to field conditions, some grades may have to be modified when the CONTRACTOR sets his forms.

It shall be the responsibility of the CONTRACTOR to provide ADA accessible ramps, landings as well as sidewalks for this project. Should the post ADA survey indicate that the ADA requirements have not been met, then the OWNER or OWNER'S ENGINEER shall mark those areas that are out of ADA compliance. It is understood by the CONTRACTOR, as evidenced by the signature below, that the CONTRACTOR understands the ADA requirements and that if non-compliant ADA issues result, it will be the CONTRACTOR'S responsibility as part of the substantial completeness of the project to make the corrections required by the OWNER or the OWNER'S ENGINEER.

I the undersigned understand the ADA regulations and agree to deliver this project meeting all ADA requirements that are part of this project.

Dated and signed at



this, the 24th day of January, 2024.

OFFICIAL ADDRESS

BIDDER'S NAME

16870 Schaefer Hwy.,

Decima LLC

Detroit, MI 48235

Alex Baloch

+1(260)243-0591

By

President

Telephone

Title

DESIGNATION OF MAJOR SUBCONTRACTORS AND SUPPLIERS

Each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the CONTRACTOR in or about the construction of the work in an amount in excess of two percent (2%) of the CONTRACTOR's total base bid; and (b) the portion of the work which will be done by each such subcontractor.

If the CONTRACTOR fails to specify a subcontractor for any portion of the work as above stated, he agrees to perform that work himself.

The CONTRACTOR shall not, without written consent of the OWNER, make any substitution, alterations, or additions to the following list of subcontractors that is made a part of this Bid.

The qualifications of each subcontractor/supplier will be presented to the ENGINEER for review and approval after a CONTRACTOR is selected. However, specific information may be requested from the Bidder prior to a CONTRACTOR being selected in order to aid in the evaluation of a responsive responsible Bidder.

Section of Work	Portion of Work to be Done	Name of Subcontractor	Address of Shop, Mill or Office
Concrete	100%	Carlo Construction	Rochester Hills, MI 48308
Plumbing & Sanitary	100%	R&S Plumbing Htg & Cooling Inc	24301 Catherine Industrial Dr #122, ST 122, Novi, MI 48375
Flooring	100%	Decorama	13201 Prospect St Dearborn, MI 48126

Signed _____ 

NAME, ADDRESS, LEGAL STATUS,
AND SIGNATURE OF BIDDER

This Proposal is submitted in the name of:

(Print) Decima LLC

The undersigned hereby designates below his business address to which all notices directions or other communications may be served or mailed:

Street 16870 Schaefer Hwy.

City Detroit State Michigan Zip Code 48235

Phone +1(260)243-0591 Fax _____

The undersigned hereby declares that he has legal status checked below:

- INDIVIDUAL
 INDIVIDUAL DOING BUSINESS UNDER AN ASSUMED NAME
 CO-PARTNERSHIP

The Assumed Name of the Co-Partnership is registered in the County of _____, Michigan.

- CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF Michigan. The Corporation is:
 LICENSED TO DO BUSINESS IN MICHIGAN
 NOT NOW LICENSED TO DO BUSINESS IN MICHIGAN

The name, titles and home addresses of all persons who are officers or Partners in the organization are as follows:

NAME AND TITLE	HOME ADDRESS
<u>Alex Baloch, President</u>	<u>Detroit, MI</u>
<u>Khadija Shabber, Treasurer</u>	<u>Detroit, MI</u>
<u>Aliou Bathily, Safety Officer</u>	<u>Detroit, MI</u>

Signed and Sealed this 24th day of January, 2024.

By  (Signature) Alex Baloch

Printed Name of Signer President

Title

BID CERTIFICATION

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment, or service, that it meets or exceeds all the specifications contained herein and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law, and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign for the bidder.

Decima LLC

Bidder



Signature

Alex Baloch, President

Title

01/24/2024

Date Certified



January 24, 2024

Contractor Fax (313)000-0000

Website jryanbonding.com

P.O. Box 465, Hudson WI 54016-0465

Phone 800-535-0006 Fax 715-377-8231

DECIMA, LLC
16870 Schaefer Hwy
Detroit, MI 48235

Bid Bond Results Form

DO NOT PUT THIS PAGE WITH YOUR BID-COMplete AND FAX OR EMAIL BACK TO J.RYAN BONDING, INC.

Your Bid Bond is attached. Be sure to **SIGN** your Bid Bond.
It may need to be notarized. If you have any questions, please call.

Project Owner: Ypsilanti Charter Township
Bid Date: 1/25/2024
Project Name: Ypsilanti Community Center; Project No. 2023-23

Approximate Bid Amount: \$692,000.00

*****IMPORTANT***** If your bid is over 10% of your estimate, you **MUST** call us for approval.

PLEASE LIST THE FIRST THREE BIDDERS WHEN KNOWN AND RETURN VIA FAX OR EMAIL

		<i>Bid Security</i>		
<i>FED05030</i>	<i>Contractor's Name</i>	<i>Amount</i>	<i>Bid Bond</i>	<i>Check</i>
<i>Low</i>	_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
<i>2nd</i>	_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
<i>3rd</i>	_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
	<i>Your Bid If Not Listed Above</i>	\$ _____		

Comments: _____

By _____ Phone _____ Date _____

PLEASE RETURN TO J.RYAN BONDING BY FAX, EMAIL (bidbonds@jryanbonding.com)

J. Ryan Fax: (715) 377-8231

THANK YOU

RETURNED VIA: email

Bid Bond

 **AIA Document A310™ – 2010**

CONTRACTOR:
(Name, legal status and address)

Bid Bond No. FED05030

DECIMA, LLC
16870 Schaefer Hwy
Detroit, MI 48235

SURETY:
(Name, legal status and principal place of business)

GRANITE RE, INC.
14001 Quailbrook Drive
Oklahoma City, OK 73134

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

OWNER:
(Name, legal status and address)

Ypsilanti Charter Township
7200 S. Huron River Dr
YPSILANTI, MI 48197

BOND AMOUNT: Five Percent of the Bid Amount (5.00% of Bid Amount)

PROJECT:
(Name, location or address, and Project number, if any)

Upsilanti Community Center; Project No. 2023-23

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of January, 2024

(Witness)


(Witness) Karla Heffron

DECIMA, LLC
(Principal)

(Seal)

(Title)
GRANITE RE, INC.
(Surety)


(Title) Connie Smith, Attorney-in-fact

(Seal)

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Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

061110

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:


To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President

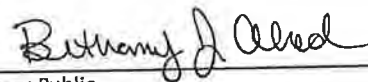


Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620





Notary Public

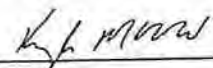
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 24th day of January, 2024.





Kyle P. McDonald, Assistant Secretary

DECIMA LLC



Community Center Renovation

PROPOSAL

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16870 Schaefer Hwy., Detroit, MI-48235
260.243.0591 | <http://decimaai.com> | alex.baloch@decimaai.com

To,

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

PROJECT ID BDNET21296	DATE 01/24/2024
PROJECT NAME Community Center Renovation	

Re: Community Center Renovation

Statement of Submission

We hereby submit our proposal for project "Community Center Renovation" with Ypsilanti Charter Township. We are submitting our credentials that clearly demonstrate our ability to provide the services required to complete the renovation work as requested in the RFP document. Our company employ personnel with the relevant technical and professional qualifications required for the successful completion of similar projects.

We realize that, as a contractor, our work includes furnishings all labor, equipment, materials and expertise necessary to complete the project as per drawings.

Please let us know if you have any questions or require any additional information. We are available to discuss the proposal further at any time.

Sincerely,

Alex Baloch, President

Decima LLC

A: 16870 Schaefer Hwy.,

Detroit, MI 48235

E: alex.baloch@decimaai.com

P: +1(260)243-0591



Business Organization

Decima LLC

Location of Principle office:

Decima LLC,
16870 Schaefer Hwy.,
Detroit, MI 48235

<u>Firm Ownership Structure</u>	Corporation
<u>State of Incorporation</u>	Michigan
<u>President</u>	Alex Baloch
<u>Business Started in</u>	2018
<u>Federal Tax ID</u>	82-5079037

Firm History/Profile

Decima, established in 2018, delivers a complete suite of services including but not limited to design-build, operational maintenance, and optimized turnkey solutions that are smarter, eco-friendly, economical, safe, and sustainable. Our domain of expertise includes construction management, project management, cost estimation, electrical, mechanical, industrial automation, renewable energy integration, and IT services. Our team of professionals possess multi-disciplined experiences, with a legacy of delivering high-quality and value-oriented results. The innovative solutions at Decima are based on extensive R&D to keep pace with the digital revolution.

Authorized Negotiator

Alex Baloch is designated Project Executive authorized to negotiate and sign contracts on behalf of Decima LLC Team.

Contact Information is as follows:

Alex Baloch, President
Decima LLC,
16870 Schaefer Hwy.,
Detroit, Michigan, 48235
Phone: +1(260)243-0591
Email: alex.baloch@decimaai.com

Experience

Current Experience

Reference #1	
Project Name	John R. Watson Park Improvements
Client	City of Detroit
Client Contact	John DeRuiter, 313-236-6491
Contract Amount	\$873,000.00
Schedule	04/2023 - Ongoing

Reference #2	
Project Name	Maintenance Repair & Replacement of plumbing-related items at DDOT's facilities
Client	DDOT (City of Detroit)
Client Contact	Tamiko Williams, WilliamsT@detroitmi.gov
Contract Amount	\$800,000.00
Schedule	5/2023 - Ongoing

Past Experience

Reference #1	
Project Name	Revamping a Gym into a Restaurant
Owner Name	Deccan Delights
Owner Contact	Hari Kundla, 248-709-9639
Contract Amount	\$100,000.00
Schedule	09/2022 – 08/2023

Reference #2	
Project Name	H734 Sheridan Place I & II (18)
Owner Name	Detroit Housing Commission
Owner Contact	Jarret Erwin, 313-205-2237
Contract Amount	\$429,630.00
Schedule	04/2023 – 10/2023

Reference #3	
Project Name	Neil E. Reid Park Comfort Station Addition
Owner Name	Charter Township of Clinton
Owner Contact	Tim Ferencz, 248-249-8243
Contract Amount	212,000.00
Schedule	02/2023 – 09/2023

Key Personnels

Key Personnels		
Name	Experience (Years)	Present Commitment
Alex Baloch	25+	City of Detroit
Dustin Foster	15+	City of Detroit
Merrell Haynes	8+	Detroit Housing Commission

DECIMA LLC



CERTIFICATES

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CRIO Certificate

DocuSign Envelope ID: 5F72A0EC-96BF-44C5-A3E6-7301BB31AF82



Civil Rights, Inclusion
and Opportunity

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 1240
DETROIT, MICHIGAN 48226
PHONE 313•224•4950 TTY 313•224•4960
FAX 313•224•3434
WWW.DETROITMI.GOV

May 5, 2023

Decima, LLC
16870 Schaefer Highway
Detroit, MI 48235
Attn: Sikander Baloch

RE: DETROIT BUSINESS CERTIFICATION- APPROVAL
(Approval Date: 05/05/2023-05/05/2024)

Dear Sikander Baloch:

Congratulations! This letter shall serve as your notification that this office has completed its evaluation of the Certification Application and supporting documents submitted by your company.

Based upon our review it has been determined that your company meets the eligibility criteria of the Detroit Business Opportunity Program. Therefore, your company's certification status as a: *Detroit Based Business (DBB)*, *Detroit Headquartered Business (DHB)*, *Detroit Based Micro Business (DBMB)*, is effective for a period of one (1) year.

Please keep this office apprised of any changes that may affect the status of your company's certification, i.e., ownership, management, location, etc. Also, this office may request additional information at any time to verify your continued eligibility.

Remember to visit our web page for any updates to the program, resources, events, and most current application for next year at detroitmi.gov/crio. In addition, Detroit Means Business is a new initiative that is here to support Detroit Businesses as they pursue success and continue to scale through COVID-19. Find out more information on Detroit Means Business and get connected to more resources at: <http://detroitmeansbusiness.org>

Stay connected on how we are working daily to ensure equity and inclusion on behalf of Detroiters at <https://www.facebook.com/criodepartment>

Your continued interest in and support of the Detroit Business Opportunity Program is greatly appreciated.

Sincerely,
DocuSigned by:


FF684CDB88E311A

Tenika Griggs
Deputy Director
Director of Compliance
Civil Rights, Inclusive and Opportunity (CRIO)

FY 2023 – 2024

Detroit Business Certification Program

This is to certify the business below has met all requirements set forth by the City of Detroit, Civil Rights, Inclusion & Opportunity Department as

Decima, LLC

**Detroit Based Business (DBB)
Detroit Headquartered Business (DHB)
Detroit Based Micro Business (DBMB)**



DocuSigned by:

Tenika Griggs
FF58ACD08E8A1A

**Tenika Griggs, Deputy Director
Civil Rights, Inclusion & Opportunity
City of Detroit
Michael E. Duggan, Mayor**

MBE Certificate

THIS CERTIFIES THAT		 NMSDC National Minority Supplier Development Council
Decima LLC dba Decima LLC		
* Nationally certified by the: MICHIGAN MINORITY SUPPLIER DEVELOPMENT COUNCIL		
*NAICS Code(s): <u>238210; 334512; 236220; 221320; 423610</u>		
<small>* Description of their product/services as defined by the North American Industry Classification System (NAICS)</small>		
<u>09/29/2023</u> Issued Date		<u>MI05402</u> Certificate Number
<u>09/01/2024</u> Expiration Date	 Ying McGuire NMSDC CEO and President	 Michelle Sourie Robinson, President & CEO
By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: http://nmsdc.org		
<small>Certify, Develop, Connect, Advocate.</small>		
<small>* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®</small>		

SBE Certificate



DETROIT METRO • WILLOW RUN
WAYNE COUNTY AIRPORT AUTHORITY



HEREBY CERTIFIES:

DECIMA LLC

AS A SMALL BUSINESS ENTERPRISE FOR THE PURPOSE OF CONTRACTING WITH
THE WAYNE COUNTY AIRPORT AUTHORITY

Certificate No. SBE19-0099 Expiration Date: September 30, 2026

Approved: *Malindia Westbrook*, Procurement Deputy Director - Business Diversity

***NOTE:** It is the responsibility of the firm to timely apply for renewal of Airport Authority SBE Certification on a triennial basis.

DBE Certificate



Disadvantaged Business Enterprise

**Disadvantaged Business Enterprise
Unified Certification Program**

Acknowledges

Decima LLC

*As a certified DBE in accordance with 49 CFR Part 26 as
published in the Code of Federal Regulations*

Date of Certification: 12/10/2020

Date Issued: 09/18/2023



Crystal Griffin, Manager
Office of Business Development



Lisa Thompson, Administrator
DBE Program

MDOT has certified your firm as a DBE on behalf of all Michigan Unified Certification Program (MUCP) partnering agencies.

This certificate is accurate as of the date issued. It remains valid assuming all DBE Program requirements are met, however it is subject to change. For the most up to date information, please visit the MUCP website at: www.michigan.gov/mdotdbe prior to issuing any or all subcontracts.

Certificate of Good Standing

Filed by Corporations Division Administrator Filing Number: 221402507890 Date: 04/28/2021

LARA Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 07/2016

CERTIFICATE OF RESTORATION OF GOOD STANDING

For use by DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned limited liability company executes the following Certificate:

1. The Identification number assigned by the Bureau is:

2. The name of the limited liability company is:

4. The Street address of the registered office of the limited liability company and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

Agent Name: SIKANDER A BALOCH
 Street Address: 3200 GREENFIELD ROAD
 Apt/Suite/Other: SUITE 300
 City: DEARBORN
 State: MI Zip Code: 48120

Registered Office Mailing Address:

P.O. Box or Street Address: 3200 GREENFIELD ROAD
 Apt/Suite/Other: SUITE 300
 City: DEARBORN
 State: MI Zip Code: 48120

5. The limited liability company states that the certificate is accompanied by the annual statements and applicable fees for all of the years for which statements were not filed and fees were not paid.

This document must be signed by a member, manager, or an authorized agent:

Signed this 14th Day of April, 2021 by:

Signature	Title	Title if "Other" was selected
Sikander Baloch	Member	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline Accept

Filed by Corporations Division Administrator Filing Number: 221402507890 Date: 04/28/2021

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the CERTIFICATE OF RESTORATION OF GOOD STANDING
for

DECIMA, LLC

ID Number: 802182694

received by electronic transmission on April 14, 2021 ***, is hereby endorsed.***

Filed on April 28, 2021 ***, by the Administrator.***

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 28th day of April, 2021.

Linda Clegg

Linda Clegg, Director
Corporations, Securities & Commercial Licensing Bureau



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That
DECIMA, LLC

was validly authorized on April 5, 2018, as a Michigan
DOMESTIC LIMITED LIABILITY COMPANY
and said limited liability company is validly in existence under the laws of this state and has satisfied its
annual filing obligations.

This certificate is issued pursuant to the provisions of 1993 PA 23 to attest to the fact that the company is
in good standing in Michigan as of this date.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit
given it in every court and office within the United States.



Sent by electronic transmission

Certificate Number: 23010502508

In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 25th day of January, 2023.



Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Verify this certificate at: URL to eCertificate Verification Search <http://www.michigan.gov/corpverifycertificate>.

Certificate of Change of Registered Office

Filed by Corporations Division Administrator Filing Number: 202013240750 Date: 12/18/2019

LARA Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 07/2000

CERTIFICATE OF CHANGE OF REGISTERED OFFICE AND/OR RESIDENT AGENT For use by DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to the provisions of Act 23, Public Acts of 1993 (limited liability companies) the undersigned executes the following Certificate:

The identification number assigned by the Bureau is:	802182694
The name of the limited liability company is:	DECIMA, LLC
The name of the resident agent on file with the Bureau is:	SIKANDER ALI
The location of the registered office on file with the Bureau is:	3714 W. MCNICHOLS RD ,DETROIT, MI, 48221
The mailing address of the above office on file with the Bureau is:	

Enter in Item A the information as it should now appear on the public record.

A. The street address of the registered office and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

Agent Name: SIKANDER A BALOCH
 Street Address: 3200 GREENFIELD ROAD
 Apt/Suite/Other: SUITE 300
 City: DEARBORN
 State: MI Zip Code: 48120

Registered Office Mailing Address:

P.O. Box or Street Address:
 Apt/Suite/Other:
 City:
 State: Zip Code:

The above changes were authorized by resolution duly adopted by: 1. ALL CORPORATIONS: its Board of Directors or the resident agent if only the address of the registered office is changed, in which case a copy of this statement has been mailed to the corporation.

2. NONPROFIT CORPORATIONS ONLY: the incorporators, only if no board has been appointed. 3. LIMITED LIABILITY COMPANIES: an operating agreement, affirmative vote of a majority of the members pursuant to section 502(1), managers pursuant to section 405, or the resident agent if only the address of the registered office is changed.

The corporation or limited liability company further states that the address of its registered office and the address of its resident agent as changed, are identical.

This document must be signed by an authorized officer or agent (corporations) or a member, manager, or an authorized agent (limited liability companies).

Signed this 16th Day of December, 2019 by:

Signature	Title	Title if "Other" was selected
SIKANDER A BALOCH	Member	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline Accept

Filed by Corporations Division Administrator Filing Number: 202013240750 Date: 12/18/2019

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the CERTIFICATE OF CHANGE OF REGISTERED OFFICE AND/OR
RESIDENT AGENT
for

DECIMA, LLC

ID Number: 802182694

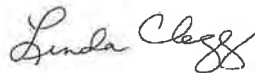
received by electronic transmission on December 16, 2019 , ***is hereby endorsed.***

Filed on December 18, 2019, ***by the Administrator.***

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 18th day of December, 2019.



***Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau***

Proof of Business Clearance

23/11/2023, 12:56

Fw: City of Detroit Business Clearance Application - Approved - Decima LLC Detroit Michigan - US

From: Kimnola Graham via Smartsheet <automation@app.smartsheet.com>
Sent: Wednesday, November 22, 2023 4:08 PM
To: Alex Baloch <alex.baloch@decimaai.com>
Subject: City of Detroit Business Clearance Application - Approved - Decima LLC Detroit Michigan - US



Dear Applicant,

The business clearance for Decima LLC located at 16780 Schaefer Hwy Detroit Michigan - US has been approved. It is valid through 11/22/24.

This email is proof of the clearance approval. If you need to provide approval documentation for any reason, please forward a copy of this email.

If you have any questions, please feel free to reach out to the Clearance Unit at CityofDetroitClearances@detroitmi.gov.

Sincerely,

City of Detroit Clearance Unit
Phone Number - 313-224-3560 Option 4

System of Awards Management (SAM)

Last updated by Sirkmjar Baloch on Apr 09, 2023 at 07:02 PM

DECIMA LLC



Unique Entity ID DNETUK7747B7	CAGE / NCAGE 88CP9	Purpose of Registration All Awards
Registration Status Submitted Registration	Expiration Date Apr 8, 2024	
Physical Address 6310 Longacre ST Detroit, Michigan 48228-3806 United States	Mailing Address 16870 Schaefer HWY. Detroit, Michigan 48235 United States	

Business Information

Doing Business as (blank)	Division Name Decima	Division Number Decima LLC
Congressional District Michigan 12	State / Country of Incorporation Michigan / United States	URL www.decimaal.com

Registration Dates

Activation Date (blank)	Submission Date Apr 9, 2023	Initial Registration Date Jan 14, 2019
----------------------------	---------------------------------------	--

Entity Dates

Entity Start Date Jan 20, 2018	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
-----------------	--------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
-----------------	--------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

Yes

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

No

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault, and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

System Summary

<https://sam.gov/entity/DNETUK7747B7?coreData?source=Submitted>

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure

Corporate Entity (Not Tax Exempt)

Entity Type

Business or Organization

Organization Factors

Subchapter S Corporation

Profit Structure

For Profit Organization

Socio-Economic Types

Minority Owned Business

Self Certified Small Disadvantaged Business

Asian-Pacific American Owned

DOT Certified DBE

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments

Yes

Debt Subject To Offset

No

Taxpayer Information

EIN

*****9037

Type of Tax

Applicable Federal Tax

Taxpayer Name

Decima LLC

Tax Year (Most Recent Tax Year)

2018

Name/Title of Individual Executing Consent

Opr Mngr

TIN Consent Date

Apr 9, 2023

Address

16870 Schaefer HWY.
Detroit, Michigan 48235

Signature

United State Address

Points of Contact

Accounts Receivable POC

✉

Sikander Baloch, Opr Mngr
alex.baloch@decimaai.com
2602430591

Electronic Business

✉

Alex Baloch, Opr Mngr
alex.baloch@decimaai.com
2602430591

16870 Schaefer HWY.

Detroit, Michigan 48235

United States

Government Business

✉

Alex Baloch, Opr Mngr
alex.baloch@decimaai.com
2602430591

16870 Schaefer HWY.

Detroit, Michigan 48235

United States

Service Classifications

NAICS Codes

Primary

Yes

NAICS Codes

236220

NAICS Title

Commercial And Institutional Building Construction

541330

Engineering Services

Product and Service Codes

PSC	PSC Name
1230	Fire Control Systems, Complete
4730	Hose, Pipe, Tube, Lubrication, And Railing Fittings
5630	Pipe And Conduit, Nonmetallic
5925	Circuit Breakers
5930	Switches
5935	Connectors, Electrical
5999	Miscellaneous Electrical And Electronic Components
6135	Batteries, Nonrechargeable
6140	Batteries, Rechargeable
6145	Wire And Cable, Electrical
6210	Indoor And Outdoor Electric Lighting Fixtures
J012	Maintenance, Repair, And Rebuilding Of Equipment- Fire Control Equipment
J043	Maintenance, Repair, And Rebuilding Of Equipment- Pumps And Compressors
K012	Modification Of Equipment- Fire Control Equipment
K043	Modification Of Equipment- Pumps And Compressors
N012	Installation Of Equipment- Fire Control Equipment
N043	Installation Of Equipment- Pumps And Compressors
N062	Installation Of Equipment- Lighting Fixtures And Lamps
Y1AA	Construction Of Office Buildings
Y1PZ	Construction Of Other Non-Building Facilities
Y1QA	Construction Of Restoration Of Real Property (Public Or Private)
Z1AA	Maintenance Of Office Buildings
Z1AB	Maintenance Of Conference Space And Facilities
Z1AZ	Maintenance Of Other Administrative Facilities And Service Buildings
Z1BA	Maintenance Of Air Traffic Control Towers
Z1BB	Maintenance Of Air Traffic Control Training Facilities
Z1BC	Maintenance Of Radar And Navigational Facilities
Z1BD	Maintenance Of Airport Runways And Taxiways
Z1BE	Maintenance Of Airport Terminals
Z1BG	Maintenance Of Electronic And Communications Facilities
Z1BZ	Maintenance Of Other Airfield Structures
Z1CA	Maintenance Of Schools
Z1CZ	Maintenance Of Other Educational Buildings
Z1DA	Maintenance Of Hospitals And Infirmaries
Z1EB	Maintenance Of Maintenance Buildings
Z1ED	Maintenance Of Ship Construction And Repair Facilities
Z1EZ	Maintenance Of Other Industrial Buildings
Z1GA	Maintenance Of Ammunition Storage Buildings
Z1GB	Maintenance Of Food Or Grain Storage Buildings
Z1GC	Maintenance Of Fuel Storage Buildings
Z1JZ	Maintenance Of Miscellaneous Buildings
Z1KC	Maintenance Of Mine Fire Control Facilities
Z1KD	Maintenance Of Mine Subsidence Control Facilities
Z1KZ	Maintenance Of Other Conservation And Development Facilities
Z1LA	Maintenance Of Airport Service Roads
Z1LB	Maintenance Of Highways, Roads, Streets, Bridges, And Railways

Last updated by Sikaider Baloch on Apr 09, 2023 at 07:02 PM

DECIMA LLC

Z1LZ	Maintenance Of Parking Facilities
Z1MD	Maintenance Of Epg Facilities - Hydro
Z1MF	Maintenance Of Epg Facilities - Petroleum
Z1MG	Maintenance Of Epg Facilities - Solar
Z1MH	Maintenance Of Epg Facilities - Wind
Z1NA	Maintenance Of Fuel Supply Facilities
Z1NB	Maintenance Of Heating And Cooling Plants
Z1NC	Maintenance Of Pollution Abatement And Control Facilities
Z1ND	Maintenance Of Sewage And Waste Facilities
Z1NE	Maintenance Of Water Supply Facilities
Z1NZ	Maintenance Of Other Utilities
Z1PA	Maintenance Of Recreation Facilities (Non-Building)
Z1PD	Maintenance Of Waste Treatment And Storage Facilities
Z1PZ	Maintenance Of Other Non-Building Facilities

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
\$2,000,000.00	35

Location

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
(blank)	(blank)

Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	(blank)	(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

Yes, this entity appears in the disaster response registry.

Yes, this entity require bonding to bid on contracts.

Bonding Levels	Dollars
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Last updated by Sikandar Baloch on Apr 09, 2023 at 07:02 PM

DECIMA LLC

Construction Aggregate	\$2,000,000.00
Service Aggregate	\$2,000,000.00

States
Any

Counties
(blank)

Metropolitan Statistical Areas
(blank)



MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees
From: John Hines, Municipal Services Director
Date: January 31, 2024
Subject: **Accept the low quote for \$687,244.71 from AR Brouwer for the Tennis Court renovations of Clubview Park and Community Center Park.**

The Residential Services Department is requesting authorization to accept the low bid and authorize the signing of the agreement with AR Brouwer for \$279,271.25 budgeted in line item #213-901-974-026 for the repair of the Clubview Park Tennis Courts and \$407,973.46 budgeted in line item #213-901-975-520 for the repair of the Community Center Park Tennis Courts as part of separate mDNR Land and Water Fund Development Grants.

The Community Center Park renovation is a 2020 mDNR LWCF grant which will be used to renovate the tennis courts, create an accessible walkway and fencing and restore surrounding grounds area. The plan is to reduce the footprint of the tennis courts by 50% and include both tennis and pickleball courts.

The Clubview Park renovation is a 2021 mDNR LWCF grant which is being used to renovate the tennis courts, replace the fencing and to restore surrounding grounds area. The plan includes the transition from two tennis courts to one tennis court and two (2) pickleball courts.

Due to the price bid for the renovations being over the funded amount, we are requesting a budget amendment of \$138,785 from the BSR2 fund #213 to cover the shortfall for construction and construction engineering.

Attached is a letter by Spicer Group recommending AR Brouwer for award of bid and bid tabulation.

The Board of Trustees previously approved at the August 15th, 2023 meeting for Spicer to seek bids and bids were opened on January 4th, 2024. Bids received are listed below:

	Clubview Park	Community Center Park
A.R. Brouwer:	\$279,271.25	\$407,973.46
Phoenix Contractors, Inc:	\$358,444.28	\$478,208.86
A.Z. Shmina, Inc.:	\$366,495.75	\$496,132.02



January 31, 2024

John Hines
Municipal Services Director
Charter Township of Ypsilanti
7200 Huron River Drive
Ypsilanti, MI 48197

RE: Clubview and Community Center Pickleball and Tennis Courts
VIA EMAIL

John,

We received three bids for this project, for the following price ranges:

Location	Low Bid	High Bid
Clubview Park	\$279,271.25	\$366,495.75
Community Center Park	\$407,973.46	\$496,132.02
TOTAL	\$687,244.71	\$862,627.77

Enclosed with this letter is a copy of the bid tabulation. AR Brouwer is the low bidder and has completed similar projects.

We recommend the award of Clubview and Community Center Pickleball and Tennis Courts to AR Brouwer at the unit prices bid which, when applied to the estimated quantities, result in a total bid of six hundred eighty-seven thousand, two hundred forty-four dollars and seventy-one cents (\$687,244.71).

We will prepare the Contract documents and obtain the necessary insurances and bonding documents from the contractor once the Township has approved the contract, and the Notice of Award is issued.

If you have any questions or comments, please contact me at (248) 836-8436.

Sincerely,

Jennifer Chehab, P.E.
Senior Project Manager

SPICER GROUP, INC
125 Helle Blvd, Suite 2
Dundee, MI 48131
E-mail: jennifer.chehab@spicergroup.com

Copy: SGI File 134034SG2023

Clubview and Community Center Pickleball and Tennis Courts
PROJECT NO. 133251SG2022
 TAKEN ON: 4-Jan-24

Item No.	Estimated Quantity	Unit	Description	AR Brouwer		Phoenix Contractors, Inc.		A.Z. Shmina, Inc.		Spicer Group, Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Clubview											
1.	1	EA	Tennis Court Equipment	\$4,507.00	\$4,507.00	\$3,960.00	\$3,960.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00
2.	2	EA	Pickleball Court Equipment	\$4,506.50	\$9,013.00	\$3,960.00	\$7,920.00	\$3,900.00	\$7,800.00	\$3,000.00	\$6,000.00
3.	1,500	Sq Yd	HMA Surface Removal	\$8.76	\$13,140.00	\$19.14	\$28,710.00	\$18.67	\$28,005.00	\$6.00	\$9,000.00
4.	1	LS	Tennis Equipment Removal	\$2,504.00	\$2,504.00	\$4,620.00	\$4,620.00	\$4,000.00	\$4,000.00	\$300.00	\$300.00
5.	475	Lin Ft	Fence Removal	\$10.01	\$4,754.75	\$27.72	\$13,167.00	\$27.37	\$13,000.75	\$4.00	\$1,900.00
6.	150	Ton	HMA 13A Base Course	\$262.89	\$39,433.50	\$297.00	\$44,550.00	\$353.33	\$52,999.50	\$115.00	\$17,250.00
7.	150	Ton	HMA 36A Wearing Course	\$262.89	\$39,433.50	\$297.00	\$44,550.00	\$353.33	\$52,999.50	\$130.00	\$19,500.00
8.	150	Sq Yd	Aggregate Surface Course, 6 inch	\$19.15	\$2,872.50	\$46.20	\$6,930.00	\$66.67	\$10,000.50	\$13.00	\$1,950.00
9.	1,900	Sq Yd	Aggregate Surface Course, 2 inch	\$13.05	\$24,795.00	\$15.84	\$30,096.00	\$19.47	\$36,993.00	\$13.00	\$24,700.00
10.	1	LS	Acrylic Sport Surface	\$21,557.00	\$21,557.00	\$18,942.00	\$18,942.00	\$18,000.00	\$18,000.00	\$10,000.00	\$10,000.00
11.	1	EA	Tennis Court Striping	\$1,127.00	\$1,127.00	\$990.00	\$990.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00
12.	2	EA	Pickleball Court Striping	\$826.00	\$1,652.00	\$726.00	\$1,452.00	\$700.00	\$1,400.00	\$1,000.00	\$2,000.00
13.	50	Lin Ft	Fencing, 4 Foot			\$127.38	\$6,369.00	\$96.00	\$4,800.00	\$20.00	\$1,000.00
14.	500	Lin Ft	Fencing, 10 Foot		\$48,572.00	\$152.38	\$76,190.00	\$100.00	\$50,000.00	\$50.00	\$25,000.00
15.	550	Lin Ft	Fence Strip Footing	\$30.92	\$17,006.00	\$66.00	\$36,300.00	\$65.45	\$35,997.50	\$30.00	\$16,500.00
16.	5	EA	Trash/ Recycling Receptacle with Domed Lids	\$920.20	\$4,601.00	\$2,732.40	\$13,662.00	\$1,600.00	\$8,000.00	\$1,200.00	\$6,000.00
17.	4	EA	Accessible Bench	\$3,192.25	\$12,769.00	\$1,816.32	\$7,265.28	\$1,625.00	\$6,500.00	\$4,000.00	\$16,000.00
18.	1	LS	Landscaping/ Site Restoration	\$31,534.00	\$31,534.00	\$12,771.00	\$12,771.00	\$30,000.00	\$30,000.00	\$15,000.00	\$15,000.00
Clubview Total					\$279,271.25		\$358,444.28		\$366,495.75		\$234,600.00

Item No.	Estimated Quantity	Unit	Description	AR Brouwer		Phoenix Contractors, Inc.		A.Z. Shmina, Inc.		Spicer Group, Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Community Center											
19.	1	EA	Tennis Court Equipment	\$4,507.00	\$4,507.00	\$3,780.00	\$3,780.00	\$3,900.00	\$3,900.00	\$3,000.00	\$3,000.00
20.	4	EA	Pickleball Court Equipment	\$4,506.75	\$18,027.00	\$3,780.00	\$15,120.00	\$4,000.00	\$16,000.00	\$3,000.00	\$12,000.00
21.	4,800	Sq Yd	HMA Surface Removal	\$8.76	\$42,048.00	\$15.50	\$74,400.00	\$15.83	\$75,984.00	\$10.00	\$48,000.00
22.	1	LS	Tennis Equipment Removal	\$6,259.00	\$6,259.00	\$6,048.00	\$6,048.00	\$6,500.00	\$6,500.00	\$300.00	\$300.00
23.	850	Lin Ft	Fence Removal	\$10.02	\$8,517.00	\$42.84	\$36,414.00	\$43.53	\$37,000.50	\$4.00	\$3,400.00
24.	250	Ton	HMA 13A Base Course	\$262.89	\$65,722.50	\$283.50	\$70,875.00	\$280.00	\$70,000.00	\$115.00	\$28,750.00
25.	250	Ton	HMA 36A Wearing Course	\$262.89	\$65,722.50	\$283.50	\$70,875.00	\$280.00	\$70,000.00	\$130.00	\$32,500.00
26.	330	Sq Yd	Aggregate Surface Course, 6 inch	\$19.16	\$6,322.80	\$44.10	\$14,553.00	\$63.64	\$21,001.20	\$13.00	\$4,290.00
27.	1	LS	Acrylic Sport Surface	\$28,918.00	\$28,918.00	\$24,255.00	\$24,255.00	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00
28.	1	EA	Tennis Court Striping	\$1,127.00	\$1,127.00	\$945.00	\$945.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00
29.	4	EA	Pickleball Court Striping	\$826.25	\$3,305.00	\$693.00	\$2,772.00	\$725.00	\$2,900.00	\$1,000.00	\$4,000.00
30.	110	Lin Ft	Fencing, 4 Foot			\$94.88	\$10,436.80	\$90.91	\$10,000.10	\$20.00	\$2,200.00
31.	600	Lin Ft	Fencing, 10 Foot		\$55,707.00	\$121.21	\$72,726.00	\$98.33	\$58,998.00	\$50.00	\$30,000.00
32.	710	Lin Ft	Fence Strip Footing	\$34.38	\$24,409.80	\$63.00	\$44,730.00	\$59.15	\$41,996.50	\$30.00	\$21,300.00
33.	2	EA	Trash/ Recycling Receptacle with Domed Lids	\$920.00	\$1,840.00	\$1,600.20	\$3,200.40	\$1,625.00	\$3,250.00	\$1,200.00	\$2,400.00
34.	1	EA	Accessible Bench	\$3,192.00	\$3,192.00	\$2,993.76	\$2,993.76	\$1,600.00	\$1,600.00	\$4,000.00	\$4,000.00
35.	360	Lin Ft	Pavt Mrkg, Waterborne, 4 inch, Blue	\$2.50	\$900.00	\$2.52	\$907.20	\$13.06	\$4,701.60	\$0.80	\$288.00
36.	6	EA	Pavt Mrkg, Preformed Thermal, Accessible Sym	\$751.17	\$4,507.02	\$756.00	\$4,536.00	\$500.00	\$3,000.00	\$350.00	\$2,100.00
37.	72	FT	Post, Steel, 3 lb	\$31.29	\$2,252.88	\$31.50	\$2,268.00	\$38.89	\$2,800.08	\$10.00	\$720.00
38.	12	Sq Ft	Sign, Type IIIA	\$75.08	\$900.96	\$75.60	\$907.20	\$41.67	\$500.04	\$20.00	\$240.00
39.	1	LS	Landscaping/ Site Restoration	\$63,788.00	\$63,788.00	\$15,466.50	\$15,466.50	\$40,000.00	\$40,000.00	\$15,000.00	\$15,000.00
Community Center Total					\$407,973.46		\$478,208.86		\$496,132.02		\$299,788.00
TOTAL AMOUNT OF BID					\$687,244.71		\$836,653.14		\$862,627.77		\$534,388.00

Adjusted by Engineer
Combined Total

**BID FORM
FOR CONSTRUCTION CONTRACTS**

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

*Clerk's Office
Ypsilanti Township Civic Center
7200 S Huron River Dr
Ypsilanti, MI 48197*

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
N/A	
_____	_____
_____	_____
_____	_____
_____	_____

If no addenda have been issued, insert "N/A". Bidder shall submit signed copies of the Addendum Acknowledgment receipt form issued with each addendum with the complete bid form.

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

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

Clubview					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1.	Tennis Court Equipment	Each	1	4,507	4,507
2.	Pickleball Court Equipment	Each	2	4,506.50	9,013
3.	HMA Surface Removal	Sq Yd	1,500	8.76	13,144
4.	Tennis Equipment Removal	Lump Sum	1	2,504	2,504
5.	Fence Removal	Lin Ft	475	10.01	4,757
6.	HMA 13A Base Course	Ton	150	262.89	39,433
7.	HMA 36A Wearing Course	Ton	150	262.89	39,433
8.	Aggregate Surface Course, 6 inch	Sq Yd	150	19.15	2,873
9.	Aggregate Surface Course, 2 inch	Sq Yd	1,900	13.05	24,787
10.	Acrylic Sport Surface	Lump Sum	1	21,557	21,557
11.	Tennis Court Striping	Each	1	1,127	1,127
12.	Pickleball Court Striping	Each	2	826.	1,652
13.	Fencing, 4 Foot	Lin Ft	50		
14.	Fencing, 10 Foot	Lin Ft	500		48,572
15.	Fence Strip Footing	Lin Ft	550	30.92	17,006
16.	Trash/ Recycling Receptacle with Domed Lids	Each	5	920.20	4,601
17.	Accessible Bench	Each	4	3,192.25	12,769
18.	Landscaping/ Site Restoration	Lump Sum	1	31,534	31,534
Subtotal of Clubview					\$ 279,270

7 combined

Community Center					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1.	Tennis Court Equipment	Each	1	4,507	4,507
2.	Pickleball Court Equipment	Each	4	4,506.75	18,027
3.	HMA Surface Removal	Sq Yd	4,800	8.74	42,062
4.	Tennis Equipment Removal	Lump Sum	1	6,259	6,259
5.	Fence Removal	Lin Ft	850	10.02	8,513
6.	HMA 13A Base Course	Ton	250	262.89	65,722
7.	HMA 36A Wearing Course	Ton	250	262.89	65,722
8.	Aggregate Surface Course, 6 inch	Sq Yd	330	19.16	6,322
9.	Acrylic Sport Surface	Lump Sum	1	28,918	28,918
10.	Tennis Court Striping	Each	1	1,127	1,127
11.	Pickleball Court Striping	Each	4	826.25	3,305
12.	Fencing, 4 Foot	Lin Ft	110		
13.	Fencing, 10 Foot	Lin Ft	600		55,707
14.	Fence Strip Footing	Lin Ft	710	34.38	24,411
15.	Trash/ Recycling Receptacle with Domed Lids	Each	2	920	1,840
16.	Accessible Bench	Each	1	3,192	3,192
17.	Pavt Mrkg, Waterborne, 4 inch, Blue	Lin Ft	360	2.50	901
18.	Pavt Mrkg, Preformed Thermal, Accessible Sym	Each	6	751.17	4,507
19.	Post, Steel, 3 lb	Ft	72	31.29	2,253
20.	Sign, Type IIIA	Sq Ft	12	75.08	901
21.	Landscaping/ Site Restoration	Lump Sum	1	63,788	63,788
Subtotal of Community Center					\$ 407,985
Total of All Unit Price Bid Items					\$ 687,255

Combined

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete on or before **August 1, 2024** and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **August 30, 2024**.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. Affidavit of Compliance – Iran Economic Sanctions Act;

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

A.R. Brouwer Company

By:

[Signature]



[Printed name]

Steve Brouwer

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

Kelly Miller

Title:

President

Submittal Date:

1/4/24

Address for giving notices:

2830 Baker Road

Dexter, MI 48130

Telephone Number:

(734) 426-9980

Fax Number:

N/A

Contact Name and e-mail address:

Steve Brouwer

stevebrouwer@arbrouwer.com

Bidder's License No.:

2102145388

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

AFFIDAVIT OF COMPLIANCE-IRAN ECONOMIC SANCTIONS ACT
MICHIGAN PUBLIC ACT 517 OF 2012

The undersigned, as owner or authorized officer of the below named CONTRACTOR, pursuant to the compliance certification requirement by the State of Michigan, and as referenced by OWNER in the BIDDING DOCUMENTS, hereby certifies, represents and warrants that the CONTRACTOR (including its Officers, Directors and Employees) is not an "Iran linked business" as defined by the Iran Economic Sanctions Act, Michigan Public Act 517 of 2012 (THE ACT). And, that in the event CONTRACTOR is awarded a contract as a result of the aforementioned BIDDING DOCUMENTS, the Contractor will not become an "Iran linked business" at any time during the course of performing the work or any services under the contract.

The CONTRACTOR further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater. The cost of the OWNER'S investigation and reasonable attorney fees may also be added in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on any other of the OWNER'S projects for three (3) years from the date that it is determined that the person has submitted the false certification.

CONTRACTOR:

A.R. Brouwer Company LLC

Name of Contractor

By: 

Its: President

Date: 1/4/24

STATE OF Michigan }

ss.

COUNTY OF Washtenaw }

This instrument was acknowledged before me on the 4th day of January, 2024
by Steve Brouwer.


_____, Notary Public

Washtenaw County, State of Michigan

My Commission expires: Feb 28, 2029

Acting in the County of: Washtenaw

MARY KAYE LAFONTAINE
Notary Public, State of Michigan
County of Washtenaw
My Commission Expires 02-14-2029
Acting in the County of Washtenaw

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

Bond No. B 1299265

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That A.R. Brouwer Co., LLC
2830 Baker Road, Suite 100 Dexter, MI 48130 (hereinafter called the Principal)
as Principal, and the SELECTIVE INSURANCE COMPANY OF AMERICA, a corporation created and existing under
the laws of the State of New Jersey, with its principal office in Branchville, New Jersey (hereinafter called the Surety),
as Surety, are held and firmly bound unto **Ypsilanti Charter Township**
7200 S Huron River Drive Ypsilanti, MI 48197 (hereinafter called the Obligee)
in the full and just sum of 5 % Percent of Total Bid Amount Dollars
(\$ 5 %) good and lawful money of the United States of America, to the payments of which sum of
money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 4th day of January, 2024 A.D.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, if the Obligee shall make any award within 60 days to
the Principal for
Clubview and Community Center Pickleball and Tennis Courts

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and
enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give
bond for the faithful performance thereof with Surety or Sureties approved by the Obligee; or if the Principal shall,
in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, not
exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full
force and effect.

When this Bond has been furnished to comply with a statutory, regulatory or other legal requirement in the location where
the construction is to be performed, any provision in this Bond conflicting with said statutory, regulatory or legal
requirement shall be deemed deleted from this form and provisions conforming to such statutory, regulatory 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.

In Testimony Whereof, the Principal and Surety have caused these presents to be duly signed and sealed.

A.R. Brouwer Co., LLC

WITNESS:

Kelly Miller
(If individual or firm)

[Signature], PRINCIPAL

By: [Signature] (SEAL)

ATTEST:

(If Corporation)

SELECTIVE INSURANCE COMPANY OF AMERICA, SURETY

By: [Signature]
Marcia J. Miller, Attorney-in-fact

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

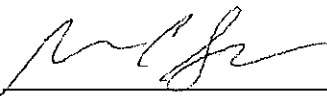
The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Marcia J. Miller**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **30000000**

Signed this 4th day of January, 2024

SELECTIVE INSURANCE COMPANY OF AMERICA

By: 

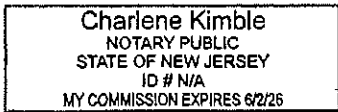
Brian C. Sarisky
Its SVP, Strategic Business Units, Commercial Lines

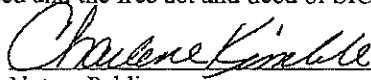


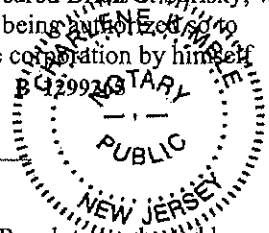
CERTIFIED COPY

STATE OF NEW JERSEY :
:ss. Branchville
COUNTY OF SUSSEX :

On this 4th day of January, 2024 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.




Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolutions have full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 4th day of January, 2024.


Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

OTHER BUSINESS

PUBLIC COMMENTS

BOARD MEMBER UPDATES
