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

April 16, 2024

Regular Meeting – 6:00 p.m.

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

DEPARTMENTAL REPORTS

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



Trustees John Newman II Gloria Peterson Debbie Swanson Jimmie Wilson Jr

- **Date:** April 8, 2024
- To: Brenda Stumbo, Supervisor

CC:

From: Michael Saranen, Operation Manager

Subject: 1st Quarter Department Report (2024)

Activities:

Ford Lake Dam (Hydro Station)

General Operation Summary:

The Hydro Station continues to operate safely and continues to get routine safety inspections and preventive maintenance. Operators had 7 after-hour call-ins for the year. Operator are engaged in many daily activities from O&M to security.

During the 1st Quarter, staff have been involved in the following activities.

- Scoping and development of the sluice gate inspection project
- Training the new Operator Matt Holland, he is working out well.
- Monitoring the DTE Power Purchase agreement.
- Meeting on the EMU Rowing Course
- Installing Safety devices around the dam, signs and buoys
- Preparing equipment for the upcoming WQ monitoring season
- Coordinating the EAP Exercises with Eagle Creek, the downstream dam
- Provided EAP First Responder Training to Fire Department and Sheriff
- Security, working to resolve parking issues due overflow of cars from fisherman
- FERC Annual Dam Safety Inspection June, tentative
- Filed
- Spillway Assessment Action Plan Filed, addressing comments by FERC, Ongoing
- Public Safety Plan Installing new safety signs in 2024
- Fish & Sediment Analysis Not required until 2033

Future Items:

- Shoreline Restoration, Ford Lake Park
- PMF Study for watershed
- Part 12 Comprehensive Analysis Inspection 2025

- Shoreline Erosion Survey 2025
- Protective Relay testing 2024
- Emergency Gen Testing 2025
- Concrete repairs 2025 2026
- Sluice Gate inspection 2024 (bids are in review)
- Windows/additional concrete repairs (powerhouse and dam) TBD
- EAP Tabletop and Functional Exercise 2024, in planning with downstream dam
- EAP Rewrite 2025

Projects:

Concrete Repairs- **Delayed**, approved by the Board to go out to bid. Construction was planned for summer 2023, however the cost came in doubled and the project will be rebid in coming months.

Sluice Gate Stress Analysis- 2024, the FERC has requested a detailed study of the spillway gates. This is a common industry request from FERC as they continuously look at safety involving dams. We are currently working with engineering to develop a procedure to complete this task. **Bids are in review**

Turbine Inspections and Maintenance- Conduct cleaning, inspection and maintenance on turbine equipment and associated spaces. #2 was inspected and found to be satisfactory. #1 is planned in the 1st quarter of the year.

Operation Summary

2024	March	YTD	5 Year Ave.
Precipitation total (inches) ¹	2.03	7.52	38.0
Days Online	31	91	359.4
Generation MWH (estimated)	1,055.631	3,577.055	10469.1
Generation MWH lost (estimated)*	.217	2.937	515.6
After Hour Call In			
Water levels	3	7	38
Mechanical/Electrical	0	0	4
Other	0	0	2
Totals	3	7	43
Recent History	2019 2020	2021 2	022 2023

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Precipitation total (inches)	45.4	41.4	40.0	26.37	36.65
Days Online	350.6	359.7	360.0	363.5	363.4
Generation MWH (estimated)	12,576.7	10,722.7	10,524.5	9,185.151	9,336.397
Generation MWH lost (estimated)*	1,005.8	570.2	423.2	362.5	216.076
After Hour Call In					
Water levels	30	69	33	36	22
Mechanical/Electrical	3	4	9	0	3
Other	0	2	0	4	2
Totals	33	75	42	40	27

¹ Preliminary totals from NOAA for Detroit

*losses related to scheduled & unscheduled maintenance and water quality discharges.

Gate Spilling Summary:

Releasing water from the sluice gates is primary done to maintain lake level when flow exceeds the powerhouse. At certain times, we can use the gates to help keep the lake mixed to maintain oxygen levels (effectiveness depends on a number of factors) at the bottom of the lake.

The water quality monitoring begins on June 1st and will end on September 30th; operators monitor the water quality conditions and take readings as outline in the WQ Plan. The dam releases water from the bottom gates to maintain run of river and/or help with water quality in Ford Lake. The Federal License requires us to pass water with a minimum of 5mg/l of dissolved oxygen all the time. Therefore, spilling from the bottom gates in the summer to improve the lake is not always possible.

Sluice Gate Usage Summary:										
Current Year	Current Year	Current Year	Current Year	Prior Yr.						
2024	Days Spilled	Lost KWh*	Lost KW\$*	Lost KW\$*						
January	7.6	0	0	0						

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Fe	ebruary	11.4	0	0	0
Μ	larch	.4	0	0	0
A	oril				0
Μ	lay				\$ 1,597
Ju	ine				\$ 8,241
Ju	lly				\$ 373
Au	ugust				\$ 268
Se	eptember				\$ 86
0	ctober				0
N	ovember				0
De	ecember				0
Тс	otals	19.4	0	\$0	\$ 10,565

*Estimated losses from diverting water away from generators for the **purpose of improving WQ**.

Sargent Charles Dam

This dam continues to get routine safety inspections and appropriate maintenance.

In October 2023, the dam was inspected by the state. In their report the dam is in satisfactory condition, the report listed some maintenance recommendations to help maintain a safe dam. Staff are reviewing the report for follow-up actions.

CHARTER TOWNSHIP OF YPSILANTI FIRE DEPARTMENT

222 South Ford Boulevard, Ypsilanti, MI 48198



MONTHLY REPORT FOR JANUARY 2024

Fire Department staffing levels are as follows:

1 Fire Chief 16 Fire Fighters 1 Fire Marhsall 3 Shift Lieutenants 3 Shift Captains 1 Clerk III/Staff Support

All fire department response personnel are licensed as Emergency Medical Technicians by the State of Michigan Public Health. During the month, the fire department responded to **536** requests for assistance. Of those requests, **297** were medical emergency service calls, with the remaining **239** incidents classified as non-medical and/or fire related.

Department activities for the month of January 2024:

- 1) Smoke Alarms
 - a)
- 2) Fire fighters received training in the following areas:
 - a) Continuing Education Classes
 - b) Washtenaw County TRT Rope Rescue
 - c) EFI Tour's for all shifts 1260 James L Hart
- 3) Pub Education
 - a)

Monthly Report – January 2024 Page 2

The Fire Marshal had these activities / events for the month of January 2024:

- 1. Fire Investigations: 6
- 2. Fire Investigations interview: 2
- 3. Fire Investigations follow up:
- 4. Food Truck Development Program:
- 5. Building Inspections: 3
- 6. Building Re-inspections: 3
- 7. Business Tour:
- 8. Plan Reviews: 12
- 9. Site Plan Reviews:
- 10. Hood / Fire Suppression Inspections: 1
- 11. Meetings: 11
- 12. Chief Meetings I attended: 1
- 13. Zoom Meeting:
- 14. New/Final Truck Inspection in Grayling, MI
- 15. Fire Investigation of soil samples and taken to MSP
- 16. Fire Alarm Inspections: 1
- 17. Occupant Load Certificates:
- 18. Burn Permit:
- 19. Burn Complaints:
- 20. Knox Box: 4
- 21. Fire Drills:
- 22. Training: 2
- 23. New Hire Interviews
- 24. Business/Community Engagement: 1
- 25. Citizen Engagement: 3
- 26. Building Improvement project:
- 27. New Construction Site Visit:
- 28. Safety Inspections: 2
- 29. Addressing: 1
- 30. Code Research: Weekly

The Fire Chief attended these meetings / events for the month of January 2024:

- 1. Fire engines final, with a few changes, delivery date now 02-02-2024.
- 2. Pushed out multiple trainings to include Fire and EMS.
- 3. Represented YTFD at County Fire Chiefs monthly meeting.
- 4. Presented board approval of WAMAC agreement.
- 5. Responded to multiple 911 responses within and out of twp. for assistance.
- 6. Several new SOG's were issued to membership. more to come
- 7. Accountability tags fire ground use, positive results to track members on fire ground.
- 8. Asst. fire Marshal with fire investigations
- 9. Inclement weather operational period, snow ice=Streamline
- 10. Lunch with supervisor Stumbo.
- 11. Lunch with Ann Arbor fire chief, discussion on Image Trend
- 12. Attended county hazardous materials board meeting (YTFD has a seat and voting member)
- 13. Held internal YTFD Officers meeting positive results. (Monthly)
- 14. Michigan State Police Emergency Management webs x2
- 15. Attended Board meeting 01-16-2024.
- 16. Attended Fire negotiation prep meeting (Admin only) 01-18-2024.
- 17. Run Fuel Ticket for accuracy.

There were 0 injuries, and 0 deaths reported this month for civilians. There were 0 injuries, and 0 deaths reported this month for fire fighters. Monthly Report – January 2024 Page 4

This month the total fire loss, including vehicle fires, is estimated at *\$1,120,750.00.* All occurred at the following locations:

DATE OF LOSS	ADDRESS	ES	STIMATED LO	DSS
1) 01/01/2024	1180 E Clark	\$	55,000.00	(Building Fire)
2) 01/01/2024	1597 Foley	\$	300.00	(Cooking Fire)
3) 01/09/2024	7751 Roxbury	\$	30,000.00	(Building Fire)
4) 01/11/2024	1125 Nash	\$	200.00	(Cooking Fire)
5) 01/14/2024	1771 E Michigan	\$	3,500.00	(Vehicle Fire)
6) 01/14/2024	4928 Cole	\$	0.00	(Mutual Aid-Pittsfield)
7) 01/15/2024	7243 Greenfield	\$	0.00	(Fire, Other)
8) 01/17/2024	98 Wiard	\$	30,000.00	(Semi Fire)
9) 01/18/2024	2200 Woodview	\$	1,750.00	(Cooking Fire)
10)01/20/2024	928 Minion	\$ ´	1,000.000.00	(Building Fire)
11)01/21/2024	1336 Concord	\$	0.00	(Cooking Fire)
12)01/23/2024	582 Thornhill Ct	\$	0.00	(Mutual Aid-Belleville)
13)01/25/2024	1143 S Harris	\$	0.00	(Cooking Fire)
14)01/27/2024	5665 Plymouth-A2	\$	0.00	(Mutual Aid-Superior)

Respectfully submitted,

Maria Batianis Charter Township of Ypsilanti Fire Department

Attachment: Image Trend Incident Type Report (Summary): 1/01/2024 – 1/31/2024

Elite ytfd

Monthly Incident Report's 2024

		· · ·				
Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
Incident Type Category (FD1.21): 1 - F	ire					
100 - Fire, other	1	0.19%				
111 - Building fire	6	1.12%	560,000.00	525,000.00	1,085,000.00	96.81%
113 - Cooking fire, confined to container	5	0.93%	600.00	1,650.00	2,250.00	0.20%
131 - Passenger vehicle fire	1	0.19%	3,500.00		3,500.00	0.31%
132 - Road freight or transport vehicle fire	1	0.19%	30,000.00	0.00	30,000.00	2.68%
	Total: 14	Total: 2.61%	Total: 594,100.00	Total: 526,650.00	Total: 1,120,750.00	Total: 100.00%
Incident Type Category (FD1.21): 3 - F	Rescue & Em	ergency Medical Service Inc	ident			
300 - Rescue, EMS incident, other	5	0.93%				
311 - Medical assist, assist EMS crew	115	21.46%				
320 - Emergency medical service, other	38	7.09%				
321 - EMS call, excluding vehicle accident with injury	104	19.40%				
322 - Motor vehicle accident with injuries	6	1.12%				
323 - Motor vehicle/pedestrian accident (MV Ped)	1	0.19%				
324 - Motor vehicle accident with no injuries.	28	5.22%				
	Total: 297	Total: 55.41%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 4 - H	lazardous Co					
412 - Gas leak (natural gas or LPG)	6	1.12%				
424 - Carbon monoxide incident	2	0.37%				
440 - Electrical wiring/equipment problem, other	7	1.31%				
444 - Power line down	4	0.75%				
445 - Arcing, shorted electrical equipment	8	1.49%				
	Total: 27	Total: 5.04%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 5 - S						
500 - Service call, other	8	1.49%				
520 - Water problem, other	1	0.19%				
522 - Water or steam leak	3	0.56%				
531 - Smoke or odor removal	4	0.75%				
542 - Animal rescue	1	0.19%				
550 - Public service assistance, other	7	1.31%				
551 - Assist police or other governmental agency	1	0.19%				
552 - Police matter	1	0.19%				
553 - Public service	3	0.56%				
554 - Assist invalid	8	1.49%				
561 - Unauthorized burning	1	0.19%				
	Total: 38	Total: 7.09%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 6 - G	ood Intent C					
600 - Good intent call, other	2	0.37%				
611 - Dispatched and cancelled en route	127	23.69%				
622 - No incident found on arrival at dispatch address	2	0.37%				
651 - Smoke scare, odor of smoke	2	0.37%				
652 - Steam, vapor, fog or dust thought to be smoke	1	0.19%				
	Total: 134	Total: 25.00%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 7 - F						
700 - False alarm or false call, other	9	1.68%				
733 - Smoke detector activation due to	3	0.56%				

Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
malfunction						
736 - CO detector activation due to malfunction	2	0.37%				
743 - Smoke detector activation, no fire - unintentional	3	0.56%				
745 - Alarm system activation, no fire - unintentional	5	0.93%				
746 - Carbon monoxide detector activation, no CO	4	0.75%				
	Total: 26	Total: 4.85%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
	Total: 536	Total: 100.00%	Total: 594,100.00	Total: 526,650.00	Total: 1,120,750.00	Total: 100.00%

CHARTER TOWNSHIP OF YPSILANTI FIRE DEPARTMENT

222 South Ford Boulevard, Ypsilanti, MI 48198



MONTHLY REPORT FOR FEBRUARY 2024

Fire Department staffing levels are as follows:

1 Fire Chief 16 Fire Fighters 1 Fire Marhsall 3 Shift Lieutenants 3 Shift Captains 1 Clerk III/Staff Support

All fire department response personnel are licensed as Emergency Medical Technicians by the State of Michigan Public Health. During the month, the fire department responded to **435** requests for assistance. Of those requests, **262** were medical emergency service calls, with the remaining **173** incidents classified as non-medical and/or fire related.

Department activities for the month of February 2024:

- 1) Smoke Alarms
 - a)
- 2) Fire fighters received training in the following areas:
 - a) Continuing Education Classes
 - b) Washtenaw County TRT Rope Rescue
- 3) Pub Education
 - a) Station Tour

Monthly Report – February 2024 Page 2

The Fire Marshal had these activities / events for the month of February 2024:

- 1. Fire Investigations: 1
- 2. Fire Investigations interview:
- 3. Fire Investigations follow up: 1
- 4. Food Truck Development Program:
- 5. Building Inspections: 3
- 6. Building Re-inspections: 5
- 7. Liquor Inspections: 13
- 8. Pre-Application Meeting: 1
- 9. Business Tour: 1
- 10. Plan Reviews: 10
- 11. Site Plan Reviews: 3
- 12. Hood / Fire Suppression Inspections:
- 13. Meetings: 3
- 14. Chief Meetings I attended: 1
- 15. Fire Alarm Inspections: 1
- 16. Occupant Load Certificates: 1
- 17. Burn Permit:
- 18. Burn Complaints:
- 19. Knox Box: 5
- 20. Fire Drills:
- 21. Training: 4
- 22. Business/Community Engagement: 7
- 23. Citizen Engagement: 2
- 24. Building Improvement project: 3
- 25. New Construction Site Visit:
- 26. Safety Inspections:
- 27. Addressing: 1
- 28. Code Research: Weekly
- 29. Blessings of New Fire Trucks @Station 1
- 30. Attending Monthly Officers Meeting

Monthly Report – February 2024 Page 3

The Fire Chief attended these meetings / events for the month of February 2024:

- 1. Departmental operational Guidelines wrote and accepted. (A fluid document that will be added to as time permits.)
- 2. Three officers have completed ICS 300 training as of Monday 02-26-2024. Co-instructor. Ics 400 will be in April of 2024
- 3. Held monthly officers meeting, Box card review, added VanBuren FD to station Coverage when YTFD is Busey, First agreement with that community in many years. Daily uniforms addressed and officer expectations.
- 4. Monthly Chiefs meetings
- 5. Attended Board Meetings
- 6. 911 Responses
- 7. Delivery of New Fire Engines, continuing with equipment placement
- 8. Blessing of new fire engines by local clergy 02-23-2024
- 9. Departmental CE training for EMS licenses
- 10. Held two new firefighter interviews, very positive recommended to move to next hiring step with Human Resources
- 11. Held badge pining ceremony at the Board meeting for FF Ryan Williams, officially off probation.
- 12. Working with OHM site meetings, pre-bid walk through for station#3 repairs
- 13. Working with Cummings of Dearborn for Motor engine replacement Engine 14-1(Rosie)
- 14. Working with Cat of Brownstown for repair of Motor engine of engine 14-7
- 15. Pedestrian office door replaced Fire Headquarters, rusted out frame, Hazard eliminated.
- 16. Established a great working relationship with John Hines crew for helping with salt spreading and care of voting ballot box access.

There were 0 injuries, and 0 deaths reported this month for civilians.

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

Monthly Report – February 2024 Page 4

This month the total fire loss, including vehicle fires, is estimated at **\$40,630.00.** All occurred at the following locations:

DATE OF LOSS	ADDRESS	ESTIMA	TED LOSS
 1) 02/06/2024 2) 02/07/2024 3) 02/10/2024 4) 02/12/2024 5) 02/21/2024 6) 02/25/2024 	6064 Colony Park 773 W Clark 6726 Robinson 2500 Lakeshore 2830 Roundtree 2940 International	\$ \$ \$ \$ \$ \$	0.00 (Fire, Other) 0.00 (Mutual Aid - City) 0.00 (Mutual Aid - Pittsfield) 0.00 (Cooking Fire) 0.00 (Cooking Fire) 30.00 (Cooking Fire)
7) 02/27/2024	515 Hart Place	\$	0.00 (Mutual Aid- City)

Respectfully submitted,

Maria Batianis Charter Township of Ypsilanti Fire Department

Attachment: Image Trend Incident Type Report (Summary): 2/01/2024 – 2/29/2024

Elite ytfd

Monthly Incident Report's 2024

Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Pe of Total	
Incident Type Category (FD1.21): 1 - Fi	re						
100 - Fire, other	1	0.23%					
111 - Building fire	3	0.69%					
113 - Cooking fire, confined to container	3	0.69%	0.00	30.00	30.00		0.07%
130 - Mobile property (vehicle) fire, other	3	0.69%	40,500.00	100.00	40,600.00	g	9.93%
154 - Dumpster or other outside trash receptacle fire	1	0.23%	0.00	0.00	0.00		0.00%
· · ·	Total: 11	Total: 2.53%	Total: 40,500.00	Total: 130.00	Total: 40,630.00	Total: 10	00.00%
Incident Type Category (FD1.21): 3 - R	escue & Em	ergency Medical Service Inci	•		,		
300 - Rescue, EMS incident, other	11	2.53%					
311 - Medical assist, assist EMS crew	107	24.60%					
320 - Emergency medical service, other	46	10.57%					
321 - EMS call, excluding vehicle	84	19.31%					
accident with injury	01	10.0170					
322 - Motor vehicle accident with injuries	6	1.38%					
324 - Motor vehicle accident with no injuries.	8	1.84%					
	Total: 262	Total: 60.23%	Total: 0.00	Total: 0.00	Total: 0.00	Total:	0.00%
Incident Type Category (FD1.21): 4 - Ha	azardous Co	ndition (No Fire)					
400 - Hazardous condition, other	1	0.23%					
412 - Gas leak (natural gas or LPG)	3	0.69%					
424 - Carbon monoxide incident	4	0.92%					
440 - Electrical wiring/equipment	5	1.15%					
problem, other							
	Total: 13	Total: 2.99%	Total: 0.00	Total: 0.00	Total: 0.00	Total:	0.00%
Incident Type Category (FD1.21): 5 - Se	ervice Call						
500 - Service call, other	5	1.15%					
510 - Person in distress, other	1	0.23%					
531 - Smoke or odor removal	3	0.69%					
550 - Public service assistance, other	8	1.84%					
554 - Assist invalid	1	0.23%					
561 - Unauthorized burning	3	0.69%					
	Total: 21	Total: 4.83%	Total: 0.00	Total: 0.00	Total: 0.00	Total:	0.00%
Incident Type Category (FD1.21): 6 - G	ood Intent Ca	all					
600 - Good intent call, other	1	0.23%					
611 - Dispatched and cancelled en route	92	21.15%					
622 - No incident found on arrival at dispatch address	8	1.84%					
650 - Steam, other gas mistaken for smoke, other	1	0.23%					
651 - Smoke scare, odor of smoke	1	0.23%					
	Total: 103	Total: 23.68%	Total: 0.00	Total: 0.00	Total: 0.00	Total:	0.00%
Incident Type Category (FD1.21): 7 - Fa	lse Alarm &	False Call					
700 - False alarm or false call, other	12	2.76%					
733 - Smoke detector activation due to malfunction	1	0.23%					
735 - Alarm system sounded due to malfunction	3	0.69%					
736 - CO detector activation due to malfunction	2	0.46%					
744 - Detector activation, no fire - unintentional	2	0.46%					
745 - Alarm system activation, no fire - unintentional	2	0.46%					
746 - Carbon monoxide detector	3	0.69%					

Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
	Total: 25	Total: 5.75%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
	Total: 435	Total: 100.00%	Total: 40,500.00	Total: 130.00	Total: 40,630.00	Total: 100.00%

CHARTER TOWNSHIP OF YPSILANTI FIRE DEPARTMENT

222 South Ford Boulevard, Ypsilanti, MI 48198



MONTHLY REPORT FOR MARCH 2024

Fire Department staffing levels are as follows:

1 Fire Chief 16 Fire Fighters 1 Fire Marhsall 3 Shift Lieutenants 3 Shift Captains 1 Clerk III/Staff Support

All fire department response personnel are licensed as Emergency Medical Technicians by the State of Michigan Public Health. During the month, the fire department responded to **450** requests for assistance. Of those requests, **272** were medical emergency service calls, with the remaining **178** incidents classified as non-medical and/or fire related.

Department activities for the month of March 2024:

- 1) Smoke Alarms
 - a)
- 2) Fire fighters received training in the following areas:
 - a) Continuing Education Classes
 - b) Dam Training @HQ
 - c) Freightliner EV Truck Demo
 - d) Kodiak Strut Trainign
- 3) Pub Education
 - a)

Monthly Report – March 2024 Page 2

The Fire Marshal had these activities / events for the month of March 2024:

- 1. Fire Investigations: 1
- 2. Fire Investigations interview:
- 3. Fire Investigations follow up:
- 4. Food Truck Development Program: 1
- 5. Building Inspections: 1
- 6. Building Re-inspections: 9
- 7. Liquor Inspections: 8
- 8. Junk Yard Inspections: 1
- 9. Business Tour:
- 10. Plan Reviews: 4
- 11. Site Plan Reviews: 3
- 12. Hood / Fire Suppression Inspections: 3
- 13. Meetings: 8
- 14. Chief Meetings I attended: 1
- 15. Zoom Meeting:
- 16. Fire Alarm Inspections:
- 17. Occupant Load Certificates:
- 18. Burn Permit: 3
- 19. Burn Complaints: 2
- 20. Knox Box:
- 21. Fire Drills:
- 22. Training: 2
- 23. Business/Community Engagement: 2
- 24. Citizen Engagement: 3
- 25. Building Improvement project: 5
- 26. New Construction Site Visit:
- 27. Safety Inspections:
- 28. Addressing:
- 29. Code Research: Weekly

Monthly Report – March 2024 Page 3

The Fire Chief attended these meetings / events for the month of March 2024:

- 1. Developed a relationship with command staff/WCDS at the first ever fire chief/police chiefs meeting held in Superior township.
- 2. Multiple 911 responses
- 3. Attended Township Board Meetings
- 4. Attended County Fire Chief's meeting.
- 5. Attended Rescue Task force training a guest.
- 6. Quarterly State Fire Safety Board meeting
- 7. EMS continuing education credits, All firefighters.
- 8. Meet with Twp. Clerk on upcoming Hazmat drill at Twp Hall 4-23-2024.
- 9. New fire engine placement along with slight Maintenace issues
- 10. Appointed member of UASI Board, (Urban Areas Security Initiative Homeland Security Grants) meets quarterly.
- 11. Appointed to LEPC Washtenaw County Emergency Management (Meets Quarterly)
- 12. Written many SOGs to streamline Fire Department operations.
- 13. Worked with Union on Class A firefighter position.
- 14. Working with union on requirements for training, officers, and FF State of Michigan (will be looking at demos at this year's FDIC in April)
- 15. Helping with Blue Card Training for the County first ever schooling for better fire ground management and communications for every firefighter in Washtenaw County. If approved by the county it will be 100 percent free for every firefighter in the county. -Overtime, may occur.
- 16. Moving forward with requiring a sick note after 1 occurrence
- 17. Working on final draft of trade time policy
- 18. Gathering information on station closing policy, this will improve shortly with the contract being signed and 1-2 new Fire Fighters being hired.
- 19. We have several in-house training events scheduled for April and the upcoming Summer months of outside instructors coming for schooling/training. This will be a very exciting time for the Township and its firefighters/citizens.

There were 0 injuries, and 0 deaths reported this month for civilians. There were 0 injuries, and 0 deaths reported this month for fire fighters.

Monthly Report – March 2024 Page 4

This month the total fire loss, including vehicle fires, is estimated at **\$188,500.00.** All occurred at the following locations:

DATE OF LOSS	ADDRESS	E	STIMATED L	.OSS
 3/02/2024 3/03/2024 3/05/2024 3/08/2024 3/08/2024 3/15/2024 3/28/2024 3/28/2024 3/29/2024 3/29/2024 3/29/2024 	515 James L Hart 640 Woodlawn Wiard/Michigan Ave Ellsworth/Michigan Ave 2564 Hawks Ave 7343 Elliott Lane 648 Villa Lane 5900 Bridge Road 1268 Concord	\$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$	0.00 0.00 50,000.00 0.00 125,000.00 0.00 6,000.00 5,000.00	(Fire, other) (Cooking Fire) (Vehicle Fire) (Vehicle Fire) (Mutual Aid – Pittsfield) (Building Fire) (Trash Fire) (Building Fire) (Building Fire)
10)3/29/2024 11)3/29/2054	420 Emmett Street 1228 Fall River	\$ \$		(Mutual Aid – Ypsi City) (Vehicle Fire)

Respectfully submitted,

Maria Batianis Charter Township of Ypsilanti Fire Department

Attachment: Image Trend Incident Type Report (Summary): 3/01/2024 – 3/31/2024

Elite ytfd

Monthly Incident Report's 2024

		,				
Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
Incident Type Category (FD1.21): 1 - F	ire					
100 - Fire, other	1	0.22%				
111 - Building fire	4	0.89%	60,000.00	76,000.00	136,000.00	72.15%
112 - Fires in structure other than in a building	1	0.22%				
113 - Cooking fire, confined to container	1	0.22%	0.00	0.00	0.00	0.00%
118 - Trash or rubbish fire, contained	1	0.22%				
131 - Passenger vehicle fire	3	0.67%	27,000.00	25,500.00	52,500.00	27.85%
150 - Outside rubbish fire, other	1	0.22%				
	Total: 12	Total: 2.67%	Total: 87,000.00	Total: 101,500.00	Total: 188,500.00	Total: 100.00%
Incident Type Category (FD1.21): 3 - R				101,300.00	100,000.00	
300 - Rescue, EMS incident, other	8	1.78%				
311 - Medical assist, assist EMS crew	131	29.11%				
320 - Emergency medical service, other	18	4.00%				
321 - EMS call, excluding vehicle accident with injury	99	22.00%				
322 - Motor vehicle accident with injuries	9	2.00%				
324 - Motor vehicle accident with no injuries.	7	1.56%				
	Total: 272	Total: 60.44%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 4 - H	azardous Co	ondition (No Fire)				
412 - Gas leak (natural gas or LPG)	3	0.67%				
424 - Carbon monoxide incident	4	0.89%				
444 - Power line down	3	0.67%				
	Total: 10	Total: 2.22%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 5 - S	ervice Call					
500 - Service call, other	2	0.44%				
522 - Water or steam leak	1	0.22%				
531 - Smoke or odor removal	2	0.44%				
541 - Animal problem	1	0.22%				
550 - Public service assistance, other	5	1.11%				
551 - Assist police or other governmental agency	1	0.22%				
553 - Public service	5	1.11%				
554 - Assist invalid	5	1.11%				
561 - Unauthorized burning	2	0.44%				
	Total: 24	Total: 5.33%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 6 - G	ood Intent C	all				
600 - Good intent call, other	1	0.22%				
611 - Dispatched and cancelled en route	92	20.44%				
622 - No incident found on arrival at dispatch address	3	0.67%				
650 - Steam, other gas mistaken for smoke, other	1	0.22%				
651 - Smoke scare, odor of smoke	2	0.44%				
652 - Steam, vapor, fog or dust thought to be smoke	1	0.22%				
	Total: 100	Total: 22.22%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 7 - Fa	alse Alarm &	False Call				
700 - False alarm or false call, other	15	3.33%				
733 - Smoke detector activation due to malfunction	3	0.67%				
735 - Alarm system sounded due to malfunction	1	0.22%				
736 - CO detector activation due to	1	0.22%				

Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
malfunction						
740 - Unintentional transmission of alarm, other	2	0.44%				
743 - Smoke detector activation, no fire - unintentional	4	0.89%				
745 - Alarm system activation, no fire - unintentional	5	1.11%				
746 - Carbon monoxide detector activation, no CO	1	0.22%				
	Total: 32	Total: 7.11%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
	Total: 450	Total: 100.00%	Total: 87,000.00	Total: 101,500.00	Total: 188,500.00	Total: 100.00%



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, APRIL 16, 2024 6:00 P.M.

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE AND INVOCATION
- 3. INTRODUCTION OF NEW FIREFIGHTER
- 4. CONSENT AGENDA
 - A. MINUTES OF THE APRIL 2, 2024 REGULAR MEETING
 - B. STATEMENTS AND CHECKS
 - 1. STATEMENTS AND CHECKS FOR APRIL 16, 2024 IN THE AMOUNT OF \$1,452,880.78
 - 2. CLARITY HEALTHCARE DEDUCTIBLE ACH EFT FOR MARCH IN THE AMOUNT OF \$68,621.02
 - 3. CLARITY HEALTHCARE DEDUCTIBLE ADMIN FEE FOR MARCH IN THE AMOUNT OF \$1,513.63
 - C. TREASURER'S REPORT MARCH 2024
- 5. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

NEW BUSINESS

- 1. REQUEST TO APPROVE THE AMENDED 2024 AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR THE ADDITION OF DRAINAGE IMPROVEMENT AND LIMESTONE LIFT OF MUNGER RD. BETWEEN MERRITT RD. AND BEMIS RD. IN THE AMOUNT OF \$191,000.00 AND APPROVE THE TOWNSHIPS CONTRIBUTION OF \$47,750.00 BUDGETED IN LINE ITEM #213-446-982-000
- 2. REQUEST TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF ANN ARBOR REGARDING WATER QUALITY IN FORD AND BELLEVILLE LAKES
- 3. RESOLUTION 2024-05, REGARDING THE PETITION FOR SOUTH FORD LAKE DRAIN
- 4. REQUEST TO WAIVE THE FINANCIAL POLICY AND ACCEPT THE LOW QUOTE FROM NORTHGATE CONSTRUCTION FOR THE GREEN OAKS GOLF COURSE BATHROOM REMODEL IN THE AMOUNT OF \$110,250.00 AND FOR THE RENOVATION OF THE GOLF PRO SHOP BATHROOM IN THE AMOUNT OF \$90,880 FOR A TOTAL OF AMOUNT OF 201,130.00 BUDGETED IN LINE ITEM #101-902-981-100

AUTHORIZATIONS AND BIDS

1. REQUEST TO AWARD THE BID TO BALLARD MARINE CONSTRUCTION FOR THE SLUICE GATE INSPECTION PROJECT AT THE HYDRO DAM IN THE AMOUNT OF \$322,500.00 BUDGETED IN LINE ITEM #101-902-981-110

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

Supervisor Brenda Stumbo called the meeting to order at approximately 6:06pm 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:

Legal Counsel: Wm. Douglas Winters

PROCLAMATION FOR MAY BEING MOTORCYCLISTS AWARENESS MONTH

Clerk Jarrell Roe read the Proclamation.

Amy Bacharach thanked the Board for adopting this proclamation to make Ypsilanti Township safer and believes this will help save lives and reduce motorcycle related accidents in our Township.

Supervisor Stumbo stated that the gentleman that was at our last board meeting expressed concerns about Ecorse Road being unsafe because the pavement is splitting which is dangerous when riding a motorcycle. Supervisor Stumbo stated both she and Clerk Jarrell Roe have reported it to the road commission and hope it will be repaired in May.

CONSENT AGENDA

A. MINUTES OF THE MARCH 19, 2024 REGULAR MEETING

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

The motion carried unanimously.

B. STATEMENTS AND CHECKS

1. STATEMENTS AND CHECKS FOR APRIL 2, 2024 IN THE AMOUNT OF \$868,590.86

A motion was made by Clerk Jarrell Roe and supported by Trustee Peterson to approve statements and checks for April 2, 2024 in the amount of \$868,590.86

The motion carried unanimously.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters stated they concluded their labor negotiations with the Township's Fire Department. He said the union will present it to their membership for consideration and if approved, it may come to the Board by the April 16, 2024 meeting. He stated they have 5 firefighter vacancies.

Attorney Winters stated they completed the agreement with EMU Rowing Course and he received the certificates of liability from Clerk Jarrell Roes' office and EMU.

Attorney Winters stated they continue to receive different levels of support regarding the Townships' efforts in trying to find out exactly what product was brought onto the property on East Michigan Ave. and what the levels of contamination continue to be present.

Attorney Winters stated he received a Memorandum of Understanding between the City of Ann Arbor and the Township regarding a collaborative venture to address water quality issues that exist on Ford Lake. He said there are algae blooms and other issues that have impacted the water quality coming up stream into Ford Lake.

Trustee Swanson stated she is concerned that the toxic waste that was dumped on E. Michigan Ave. and that it may be transported here from Ohio and that means it

was transported across state lines. She said she believes it merits a meeting with either our State Representative or Senator.

NEW BUSINESS

1. REQUEST TO APPROVE THE PARTIAL TERMINATION OF THE FARMLAND DEVELOPMENT RIGHTS AGREEMENT FOR 8589 MARTZ RD

A motion was made by Clerk Jarrell Roe and supported by Trustee Swanson to approve the request for the partial termination of the farmland development rights agreement for 8589 Martz Rd.

Clerk Jarrell Roe read the resolution and explained the partial termination of the farmland development.

Gail Malik explained her family has occupied and owned this farm for 200 years and they are asking for this partial termination so that they can give parcels of the family farm to their individual family members so they can continue to farm and live on this property.

The motion carried unanimously.

2. REQUEST TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH SPICER GROUP FOR CONSTRUCTION INSPECTION AND ADMINISTRATION FOR THE FORD LAKE PARK AND WEST WILLOW PARK SHELTER REHABILITATION IN THE AMOUNT OF \$19,000.00 FOR FORD LAKE PARK BUDGETED IN LINE ITEM #101-902-971-971-070 AND \$3,000.00 FOR WEST WILLOW PARK BUDGETED IN LINE ITEM #101-902-981-150 FOR TOTAL OF \$22,000.00

A motion was made by Clerk Jarrell Roe and supported by Treasurer Eldridge to approve the professional services agreement with Spicer Group for construction inspection and administration for the Ford Lake Park and West Willow Park Shelter rehabilitation in the amount of \$19,000.00 for Ford Lake Park budgeted in line Item

#101-902-971-971-070 and \$3,000.00 for West Willow Park budgeted in line item #101-902-981-150 for a total of \$22,000.00 (see attached).

John Hines, Municipal Services Director explained the timeline and process for completing the two shelters.

Supervisor Stumbo stated ARPA funds will be used for this project.

The motion carried unanimously.

3. REQUEST AUTHORIZATION TO WAIVE THE FINANCIAL POLICY AND APPROVE THE PURCHASE OF A PREFABRICATED RESTROOM STRUCTURE FOR LAKESIDE PARK FROM CXT IN THE AMOUNT OF \$117,618.00 BUDGETED IN LINE ITEM #101-902-981-120

A motion was made by Clerk Jarrell Roe and supported by Trustee Peterson to authorize waiving the financial policy and approve the purchase of a prefabricated restroom structure for Lakeside Park from CXT in the amount of \$117,618.00 budgeted in line item #101-902-981-120.

John Hines, Municipal Services Director explained the process for this restroom structure at Lakeside Park. He said ARPA funds will be used for this project.

Trustee Swanson stated that stainless would be stronger instead of porcelain and be easier to just spray down for cleaning and wondered why we were not using stainless.

John Hines stated that we could go with stainless and it would cost an additional \$6,500.00 to do both restrooms. He also said that stainless steel, if vandalized must be replaced and if it is porcelain our maintenance could replace or repair it.

There was discussion about the benefit of stainless steel versus porcelain.

John Hines also stated that there would be locks on the doors and that they will be set to open and close depending on park hours.

Brenda Stumbo stated that if it is decided to go with stainless, they will add the \$6,500.00.

Trustee Peterson suggested that we look into what the cost of fixing porcelain would be.

John Hines stated it would be approximately \$300.00.

Supervisor Stumbo stated the full-time officials will speak with the company to see exactly what it would cost if they had to replace stainless.

The motion carried unanimously.

4. REQUEST AUTHORIZATION TO WAIVE THE FINANCIAL POLICY AND APPROVE THE PURCHASE OF A PREFABRICATED RESTROOM STRUCTURE FOR FORD HERITAGE PARK FROM CXT IN THE AMOUNT OF \$117,618.00 BUDGETED IN LINE ITEM #101-902-981-080

A motion was made by Clerk Jarrell Roe and supported by Trustee Peterson to authorize waiving the financial policy and approve the purchase of a prefabricated restroom structure for Ford Heritage Park from CXT in the Amount of \$117,618.00 Budgeted in Line Item #101-902-981-080.

Trustee Swanson stated Ford Heritage Park has more volume than the other parks and suggested there may be a need to have more than two toilets installed. She also stated that they may need more than a changing table because there are people with special needs that need more than a small changing table.

John Hines said he believed that was doable and he would research it.

John Hines stated there is an option to add more toilets.

The motion carried unanimously.

5. REQUEST AUTHORIZATION TO AMEND THE CONTRACT WITH LOOKING GOOD LAWNS, LLC FOR HIGHWAY AND STREET TRASH CLEAN UP

A motion was made by Clerk Jarrell Roe and supported by Treasurer Eldridge to request authorization to amend the contract with Looking Good Lawns, LLC for highway and street trash cleanup (see attached).

The motion carried unanimously.

6. REQUEST TO APPOINT LAURIE LUTOMSKI AS DESIGNEE TO THE URBAN COUNTY EXECUTIVE COMMITTEE

A motion was made by Clerk Jarrell Roe and supported by Trustee Peterson to approve the request to appoint Laurie Lutomski as designee to the Urban County Executive Committee.

The motion carried unanimously.

7. REQUEST FOR THE STAFF ASSIGNMENT ON THE LOCAL DEVELOPMENT FINANCE AUTHORITY (LDFA) TO BE PLANNING STAFF

A motion was made by Clerk Jarrell Roe and supported by Trustee Peterson to approve the request for the staff assignment on the Local Development Finance Authority (LDFA) to be planning staff.

The motion carried unanimously.

8. REQUEST TO ACCEPT THE RESIGNATION OF ELIZABETH CUELLAR FROM THE CIVIL SERVICE COMMISSION EFFECTIVE IMMEDIATELY

A motion was made by Clerk Jarrell Roe and supported by Trustee Peterson to accept the resignation of Elizabeth Cuellar from the Civil Service Commission effective immediately.

The motion carried unanimously.

9. BUDGET AMENDMENT #5

Clerk Jarrell Roe read Budget Amendment #5.

A motion was made by Clerk Jarrell Roe and supported by Trustee Peterson to approve Budget Amendment #5 (see attached).

The motion carried unanimously.

AUTHORIZATIONS AND BIDS

1. REQUEST TO AWARD THE LOW BID FOR FIRE STATION #3 RENOVATIONS TO ALLIED BUILDING SERVICE COMPANY OF DETROIT, INC. IN THE AMOUNT OF \$52,300.06 BUDGETED IN LINE ITEM #206-901-976-005

A motion was made by Treasurer Eldridge and supported by Clerk Jarrell Roe to approve the request to award the low bid for Fire Station #3 Renovations to Allied Building Service Company of Detroit, Inc. in the amount of \$52,300.06 budgeted in line item #206-901-976-005.

The motion carried unanimously.

2. REQUEST AUTHORIZATION TO REJECT THE BIDS RECEIVED FOR THE REPLACEMENT AND INSTALLATION OF HAVAC UNITS AT THE COMMUNITY CENTER AND TO REBID WITH A REDUCTION IN SCOPE

A motion was made by Treasurer Eldridge and supported Clerk Jarrell Roe by to approve the request to reject the bids received for the replacement and installation of HAVAC units at the Community Center and to rebid with a reduction in scope.

The motion carried unanimously.

PUBLIC COMMENTS

There were two public comments.

BOARD MEMBER UPDATES

Trustee Hunter stated he attended the Perry School Easter Egg hunt. He said the Divine Nine, sororities and fraternities helped put the event together and it was a wonderful time for the kids.

Supervisor Stumbo attended a meeting with Laurie Lutomski and Julian Trudell with Old National Bank. She said the Bank stated they want to make more contributions to the Ypsilanti area including Ypsilanti Township. She said they talked about the Ecorse new business district, jazz sponsorship, and the Rosie the Riveter craft show. Supervisor Stumbo stated they also mentioned that they may open a small office in our area to help people with loans.

Supervisor Stumbo stated that we held our first cybersecurity meeting and there were over 55 residents that attended. She said there will be a couple more cybersecurity meetings that residents can attend.

Supervisor Stumbo stated she was appointed the Community At Large Member for the American Center for Mobility to help engage the community since they have not done that in the past. She said she completed interviews with the new HR person, Erica Holmes, for the vacant Executive Coordinator position. She said she and Belinda Kingsley met with Redwood Apartment owners to develop a relationship with them and help them understand rental inspections. She said she attended several Easter egg hunts in the township. She said the one at Parkridge had between 300 and 400 children who participated.

A motion to adjourn was made by Trustee Peterson and supported by Trustee Hunter.

Motion carried unanimously.

The meeting was adjourned at approximately 7:42PM.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor Charter Township of Ypsilanti Heather Jarrell Roe, Clerk Charter Township of Ypsilanti

Charter Township of Ppsilanti **Proclamation** Honoring

May as Motorcycle Awareness Month

WHEREAS, motorcycle riding is a popular form of recreation and transportation for thousands of people across the state and nation; and

WHEREAS, motorcycles are common and economical means of transportation that reduces fuel consumption and road wear, and contributes in a significant way to the relief of traffic and parking congestion; and

WHEREAS, The National Highway Traffic Safety Administration and the Motorcycle Safety Foundation have named May as Motorcycle Safety Awareness Month; and

WHEREAS, states and motorcycle organizations across the country will be conducting a variety of activities to promote the importance of motorist awareness and safety sharing the road with motorcycles and remind riders to make themselves more visible to others; and

WHEREAS, the Charter Township of Ypsilanti has many citizens who are concerned about motorcycle safety for touring, recreation, and transportation; and

WHEREAS, it is in the interest of our community and the citizens of the Charter Township of Ypsilanti to note the increase in the amount of motorcycle traffic as we enter the warm weather months, to enable the reduction of accidents and injuries involving motorcycles; and

WHEREAS, an overwhelming number of car-motorcycle accidents could be avoided with due regard, respect, and awareness of motorcycles on the streets of the Charter Township of Ypsilanti.

NOW THEREFORE BE IT RESOLVED, that the Charter Township of Ypsilanti designates May as Motorcycle Safety Awareness Month in Ypsilanti Township and urges all to recognize the importance of practicing safe driving and motorcycle riding practices.

Dated and signed this 2nd day of April, 2024

L. Stumbo, Supervísor

Roe,

Stán Éldridge, Třeasurer

In Ryan Hünter, Trustee

man II, Trustee Nen eterson, Trustee Debbie Swanson, Trustee



March 27, 2024

John Hines, CPRP Municipal Services Director Charter Township of Ypsilanti 7200 Huron River Drive Ypsilanti, MI 48197

RE: Ford Lake Park & West Willow Park Shelters Ypsilanti Township, Washtenaw County Letter Agreement for Professional Services

Dear John:

This document contains Spicer Group's proposal to you for construction inspection and administration services for the Shelter Rehabilitation projects at Ford Lake Park and West Willow Park.

Background

Spicer Group, Inc. (SGI) was hired by Ypsilanti Township to evaluate the shelter structures at Ford Lake Park and West Willow Park. Based on that review, improvements were recommended which were designed, publicly bid, and the contract was awarded to AR Brouwer. At the project kick off meeting March 21, AR Brouwer indicated an anticipated start date of April 15, 2024. The following is SGI's proposal for construction inspection and administration services to oversee the work at Ford Lake Park and West Willow Park Shelters.

Scope of Basic Professional Services

Spicer's proposed services follow.

- Schedule and attend a pre-construction meeting.
- Provide Project Management and general oversight of the project, monitoring progress and quality, reviewing any necessary submittals drawings, preparing progress payments for Township approval, and representing the Township on site.
- Attend progress meetings, as required.
- Provide as needed on-site inspection to oversee the work to verify the work is completed in conformance with the plans and specifications.
- Provide construction materials testing to ensure materials used during construction are as specified.
- Provide inspection reports, material testing reports, and SESC reports.
- Process work orders and contract change orders.
- Assist in resolving problems and/or claims for the project.
- Create a punchlist.
- Close out the project and complete a post-construction audit of project records and produce all final documents and files for the Township.

WWW.SPICERGROUP.COM

March 27, 2024 Page 2 of 2

Subconsultants

To help us efficiently process the work, we will be using G2 Consultants, Inc.to perform concrete cylinder testing.

Additional Services

Additional services related to this project will be furnished by us after you authorize the work. For convenience, we are including an authorization form. Our fee for the additional services will be determined at the time they are agreed to and rendered.

Fee Schedule

We will perform these services at our hourly rates with the following budget amounts for each park.

Ford Lake Park	\$ 19,000
West Willow Park	\$ 3,000
TOTAL	\$ 22,000

We have calculated these fees based on our understanding of what you want us to do and what you have told us. Should we approach the amount of the fee for any reason before we are finished with the work, if the scope changes or our understanding was incorrect, we will notify you and discuss with you the option of adjusting the amount of the fee or adjusting the scope of services.

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

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

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

Sincerely,

Philip A. Westmoreland, P.E. Principal-in-Charge

SPICER GROUP, INC. 125 Helle Blvd, Suite 2 Dundee, MI 48131 Phone: (734) 823-3308 CC: SGI File Above proposal accepted and approved by Owner.

YPSILANTI TOWNSHIP

By: Authorized Signature randa 1. Stundo Date:

Cc: SGI File

AGREEMENT BETWEEN LOOKING GOOD LAWNS, LLC AND THE CHARTER TOWNSHIP OF YPSILANTI WASHTENAW COUNTY, MICHIGAN FOR HIGHWAY CLEAN-UP ABATEMENT SERVICES

This Agreement is entered into effective the 1st day of April 2024 by and between the **Charter Township of Ypsilanti (Township)** a Michigan municipal corporation, whose address is 7200 S. Huron River Dr, Ypsilanti MI 48197, and **Looking Good Lawns LLC (Contractor)**, a Michigan Corporation, whose business facility is located at 1200 Ecorse Rd, Ypsilanti, MI 48198

The Township and the Contractor mutually agree to enact this contract for the dates of April 1, 2024, to November 1st, 2024, for services of Highway abatement,

1. SCOPE OF WORK

Ypsilanti Township will grant permission for work to begin upon contract agreement and authorization of both parties for the Trash clean-up of specified areas within Ypsilanti Township, including, Mowing Township owned Properties and Mowing of Ordinance Violations listed herein and locations given by the Township by area location and or street names of the Township. Trash pickup will be on a monthly basis of **15 hours** of services dedicated to these Roads: I 94 Highway east and west shoulder from Michigan Ave to Rawsonville road, Willow Run exit from I 94 to Michigan Ave

Trash is disposed at Ypsilanti compost center 2600 E Clark or 1200 Ecorse Road, Contractors Location. Scrap Tires are disposed at Contractors Facility. Contractor will notify the Township of the start day and completion day of the monthly service, including pictures of Trash collected with the monthly invoice for services rendered after completion of work.

2. HOLD HARMLESS

The Contractor shall assume full responsibility for protection of all vehicles and workers and shall defend and save harmless the Charter Township of Ypsilanti against all damages or alleged damages or injury to any vehicles or individuals because of its operations.

3. TERMS OF AGREEMENT

This contract is for the calendar year of 2024 with no price change or adjustments for the term of the agreement. The Township may at its sole discretion, but is not obligated to, negotiate a renewal, and seek new bid pricing. The pricing for the Term of this Agreement for Highway Trash Abatement is administered at a per hour rate of \$ 250 per hour from Looking Good Lawns LLC, resulting from Company usage of: equipment, employee & labor cost, administrative cost fees. The Contractor will charge for 16 hours of monthly service with 4 men, 1 State Trucks & Dump Trailers for Trash removal totaling \$ 4,000 for services rendered per month. Annual Time is 105 hour & Annual Cost of Trash Collection is \$ 28,000. 16 hours per month are dedicated to highway & Months of service are from April 1st To November 1st 2024 . See Attachment A

<u>**4. STATUS OF CONTRACTOR</u>**. It is expressly agreed and understood that the Contractor is in all respects an independent contractor as to work done under this Agreement. The Contractor is, in no respect, an agent, servant, or employee of the Township.</u>

5. COMPENSATION OF THE CONTRACTOR

The Contractor shall be paid based on time spent, services and materials used for the 2024 season Highway Trash Abatement, at the rate and prices specified in section 3. "Payment will be made to the Contractor in a timely manner after the receipt of Contractor's invoice and after services are rendered."

6. INSURANCE - INDEMNIFICATION

During the term of this agreement, the Contractor agrees to procure and maintain in effect insurance policies in the amounts and with the types of coverage show below:

1. Workers Compensation Insurance the form and amount required by Michigan Law.

2. Commercial General Liability Insurance on an "Occurrence Basis" with the limits of liability not less than \$ 1,000,000 per occurrence and/or aggregate combined single limit, personal injury and property damage.

3. Motor Vehicle Liability Insurance Including Michigan No-Fault Coverage, with limits of liability of not less than \$ 1,000,000 per occurrence combined single limit bodily injury and property damage. Coverage shall include all owned vehicles, all non- owned vehicles, and all hired vehicles.

The Contractor shall submit to the Township the "Certificate of Insurance" naming "The Charter Township of Ypsilanti", and its past, present and future elected officials as "Additional Insured" on the aforementioned liability policies with respect to the services provided under this Agreement. This Certificate of Insurance shall be submitted to the Township at the time said Agreement is approved by the Township. Additionally, the Contractor shall, to the fullest extent permitted by law, defend and hold the Charter Township of Ypsilanti, its past present and future elected officials, appointed commissions and boards, employees, and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, to its proportionate extent, from any negligent, grossly negligent, reckless and/of intentional wrongful or tortious acts or omissions by the Contractor or its employees and agents occurring in the performance of this agreement.

2

7. WARRANTIES OF THE CONTRACTOR

The Contractor warrants that the quality of its service under this agreement shall conform to the level of professional quality performed by equivalent local contractors and maintenance personal. The contractor warrants that it has the skills, experience, and equipment necessary to perform the services it is to provide pursuant to this agreement.

8. OBLIGATIONS OF THE TOWNSHIP

The Township shall notify the Contractor of any trouble spots of high importance needing attention immediately outside the Contractor's normal monthly route trash pickup. Likewise, the Township will give the Contractor at least five calendar days to satisfy the notified area.

9. ASSIGNMENT

The Contractor shall not subcontract or assign any portion of the Highway & Street Trash removal services to any other Contractor; services will sole responsibility of Looking Good Lawns LLC.

<u>10. NOTICE</u>

All notices, and submissions required under this agreement shall be by personal delivery or by firstclass mail, postage, to the address stated in this agreement or such other address as either may designate by prior written notice to the other. Notice shall be considered delivered under this agreement when personally delivered to the Contract Administrator or placed in the U. S. mail, postage prepaid to the administrating department, care of the Contract Administrator.

11. CHOICE OF LAW

This agreement shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the contractor and Township agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this agreement.

12. CONFLICT OF INTEREST

Contractor certifies that it has no financial interest in the services provided under this agreement other than the compensation specified herein, Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the services described under this agreement.

13. SEVERABILITY PROVISIONS

Whenever possible, each provision of this agreement will be interpreted in a manner as to effective and valid under the applicable law. However, if any provision of this agreement of the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this agreement or the application of the provision to the other parties and circumstances.

14. EXTENT OF THE AGREEMENT

This agreement, including the pricing and hours of Contractor, represents the entire understanding between the Township and the Contractor, and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations of any kind or nature, in entering into this agreement. This agreement may be altered and amended or modified only by mutual agreement and written amendment signed by both the Contractor and Township.

15. TERMINATION OF THE AGREEMENT

This agreement may also be terminated by either party upon thirty (30) days of written notice.

The Township shall provide notice of termination by first-class mail to the Contractor at the address listed in the documents. If the contract agreement is terminated for reasons "other than "breach of contract by the Contractor, the Contractor shall be compensated for the services provided prior to the date of notice of termination.

4. CONTRACT AUTHORIZATION ENACTMENT

LOOKING GOOD LAWNS, LLC.

By:

Date: 4/1/24

CHARTER TOWNSHIP OF YPSILANTI

d By:

Brenda L Stumbo, Supervisor

Date:

Heather Jarrell Roe

Date:

CHARTER TOWNSHIP OF YPSILANTI 2024 BUDGET AMENDMENT # 5

April 2, 2024

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

213 - BIKE, SIDEWALK, REC, ROADS FUND (BSRII)

.

Total Increase \$479,545.00

Request to carryforward the remaining \$463,253 of the 6/20/23 Board approved Washtenaw County Road Commission \$2,017,271 road improvement agreement. This will be funded by an appropriation of prior year fund balance.

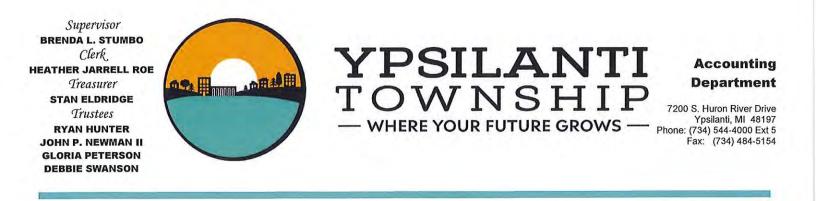
Revenues:	Prior Year Fund Balance	213-000-699.999	\$463,253.00
		Net Revenues	\$463,253.00
Expenditures:	Road Improvement	213-446-982.000	\$463,253.00
		Net Expenditures	\$463,253.00

Request to carryforward the remaining \$16,292 of the 9/20/22 Board approved design engineering service of Spicer Group for the Community Center park improvement DNR grant project. The project was placed on hold and is again in process. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	213-000-699.999	\$16,292.00
		Net Revenues	\$16,292.00
Expenditures:	Community Ctr - Park Improvements	213-901-975.520	\$16,292.00
		Net Expenditures	\$16,292.00

Motion to Amend the 2024 Budget (#5)

Move to increase the Bike, Sidewalk, Rec, Roads Fund (BSRII) budget by \$479,545 to \$4,261,945 and approve the department line item changes as outlined.



STATEMENTS AND CHECKS

APRIL 16, 2024 BOARD MEETING

GRAND TOTAL -	\$	1,452,880.78
CREDIT CARD PURCHASES-	\$_	13,238.89
HAND CHECKS -	\$	591,706.22
ACCOUNTS PAYABLE CHECKS	- \$	847,935.67

Clarity Health Care Deductible -

ACH EFT –	\$68,621.02	(MARCH)
ADMIN FEE -	\$1,513.63	(MARCH)

04/11/2024 09:32 AM User: mharris

Check Date

Bank AP AP

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI

Page: 1/2

CHECK NUMBERS 196368 - 196444 DB: Ypsilanti-Twp Amount Description Vendor Name Check 182,098.13 HEALTH INSURANCE - APRIL 2024 196368 BLUE CROSS BLUE SHIELD OF MI

03/28/2024 03/28/2024	196368 196369	BLUE CROSS BLUE SHIELD OF MI DELTA DENTAL PLAN OF MICHIGAN	HEALTH INSURANCE - APRIL 2024 DENTAL INSURANCE - APRIL 2024 VSP - APRIL 2024 HEALTH INSURANCE - APRIL 2024	182,098.13 12,983.30 3,034.32
03/28/2024 04/01/2024	196370 196371	STANDARD INSURANCE COMPANY BLUE CROSS BLUE SHIELD OF MI	VSP - APRIL 2024 HEALTH INSURANCE - APRIL 2024	30,185.20
04/01/2024	196372	STANDARD INSURANCE COMPANY	VSP - APRIL 2024 HEALTH INSURANCE - APRIL 2024 DISABILITY INSURANCE - APRIL 2024 LIFE INSURANCE - APRIL 2024 ACCT. #8529 01 001 0000523 (CAMERAS) ACCOUNT #BG-301569 GAS & ELECTRIC INVOICES ACCT. #742203150-00001 ACCT. #542198411-00001 ACCT. #542198411-00001 ACCT. #542198411-0000 SAD CAMERAS REFUND - CRYSTAL POND SAD CAMERAS REFUND - CRYSTAL PON	1,743.12 2,773.17
				4,516.29
04/04/2024	196373	COMCAST CABLE	ACCT. #8529 01 001 0000523 (CAMERAS)	9,273.98
04/04/2024	196374	CONSTELLATION NEW ENERGY	ACCOUNT #BG-301569	10,820.03
04/04/2024	196375	DTE ENERGY	GAS & ELECTRIC INVOICES	2,618.82
01/01/0001	196376	VERIZON WIRELESS	ACCT. #742203150-00001	2,657.14
04/04/2024	196376	VERIZON WIRELESS	ACCT. #542198411-00001	225.10
04/04/2024	196378	WASTE MANAGEMENT	ACCT. #6-98680-82001	895.95
04/04/2024	196379	LOMBARDO HOMES OF SE MI LLC	REFUND - CRYSTAL POND SAD CAMERAS	7,410.95
04/08/2024	196379 196380 196381 196382 196383 196384 196385	AAMIRAH CHISTI	REFUND - CRYSTAL POND SAD CAMERAS	51.11
04/08/2024	196381	BRANDON BROWN	REFUND - CRYSTAL POND SAD CAMERAS	51.11
04/08/2024	196382	CHARLES RUTKOWSKI	REFUND - CRYSTAL POND SAD CAMERAS	153.33
04/08/2024	196383	CHRISTINE O'CONNOR	REFUND - CRYSTAL POND SAD CAMERAS	153.33
04/08/2024	196384	COURTNEY BETTS	REFUND - CRYSTAL POND SAD CAMERAS	51.11
04/08/2024	196385	CYNTHIA ANN CICHOWSKI	REFUND - CRYSTAL POND SAD CAMERAS	51.11
04/08/2024	196386	DANIEL JOSEPH MARCEAU JR	REFUND - CRYSTAL POND SAD CAMERAS	51.11
04/08/2024	196387	DARLENE M. WETZEL	REFUND - CRYSTAL POND SAD CAMERAS	153 33
04/08/2024	196388	DARREL SANDERFORD	REFUND - CRISTAL POND SAD CAMERAS	103.33
04/08/2024	196389	DIANA EATON	REFUND - CRISTAL POND SAD CAMERAS	51.11
04/08/2024	196390	ECATERINA MICU	REFUND - CRISTAL POND SAD CAMERAS	153 33
04/08/2024	196391	ELDON BOGGS	REFUND - CRISIAL POND SAD CAMERAS	153.35
04/08/2024	196385 196386 196387 196388 196399 196390 196391 196392 196393 196395 196395	ELEANOR GRUBBI TRUST	REFUND - CRISIAL FOND SAD CAMERAS	51 11
04/08/2024	196393	EMILI ISAACSON	REFUND - CRISTAL FOND SAD CAMERAS	51.11
04/08/2024	196394	ERICK MEDINA AGUILAR	REFIND - CRYSTAL POND SAD CAMERAS	153.33
04/08/2024 04/08/2024	196395	CARY CIFCUORN	REFIND - CRYSTAL POND SAD CAMERAS	51.11
04/08/2024	196395 196396 196398 196399 196400 196400 196402 196403 196404 196405 196405 196406 196407 196408 196409 196410	GAWYN C ZECKZER	REFIND - CRYSTAL POND SAD CAMERAS	51.11
04/08/2024	196398	GRACE BUZAS	REFUND - CRYSTAL POND SAD CAMERAS	51.11
04/08/2024	196399	HABOLD BRIMMETT	REFUND - CRYSTAL POND SAD CAMERAS	51.11
04/08/2024	196400	HE JING ZHENG	REFUND - CRYSTAL POND SAD CAMERAS	102.22
04/08/2024	196401	HENRY GUEBO	REFUND - CRYSTAL POND SAD CAMERAS	102.22
04/08/2024	196402	TSHTTAO STDDTOUT	REFUND - CRYSTAL POND SAD CAMERAS	51.11
04/08/2024	196403	JAMES F. ALDRIDGE	REFUND - CRYSTAL POND SAD CAMERAS	51.11
04/08/2024	196404	JAMES TENNYSON	REFUND - CRYSTAL POND SAD CAMERAS	153.33
04/08/2024	196405	JEANNE L. POWER TRUST	REFUND - CRYSTAL POND SAD CAMERAS	153.33
04/08/2024	196406	JO H. ROBERTS-RAYMER	REFUND - CRYSTAL POND SAD CAMERAS	102.22
04/08/2024	196407	JORDAN ADNAN JIHAD SALHANI	REFUND - CRYSTAL POND SAD CAMERAS	51.11
04/08/2024	196408	JOSEPHINE THOMPSON TRUST	REFUND - CRYSTAL POND SAD CAMERAS	255.55
04/08/2024	196409	JOSHUA JOHNSON	REFUND - CRYSTAL POND SAD CAMERAS	51.11
04/08/2024	196410	KAISA HARTMAN-MAYO	REFUND - CRYSTAL POND SAD CAMERAS	153.33
04/08/2024	196411	LARRY AUSTIN	REFUND - CRYSTAL POND SAD CAMERAS	153.33
04/08/2024	196412	LEWIS M. RIGGS	REFUND - CRYSTAL POND SAD CAMERAS	153.33
04/08/2024	196408 196409 196410 196411 196412 196413 196414	LOIS DAWSON	REFUND - CRYSTAL POND SAD CAMERAS	51.11
04/08/2024	196414 196415 196416 196417	MAMIE L. RICHARDSON	REFUND - CRYSTAL POND SAD CAMERAS	51.11
04/08/2024	196415	MARIA OTERO	REFUND - CRYSTAL POND SAD CAMERAS	153.33
04/08/2024	196416	MARTHA ANDREN	REFUND - CRYSTAL POND SAD CAMERAS	51.11
04/08/2024	196417	MICHAEL MATEVIA	REFUND - CRYSTAL POND SAD CAMERAS	102.22
04/08/2024	196418	NICOLE VILLACORTA	REFUND - CRYSTAL POND SAD CAMERAS	51.11
04/08/2024	196410 196417 196418 196419 196420	ORION LEON JOHNSON JR	REFUND - CRYSTAL POND SAD CAMERAS	51.11
04/08/2024	196420	PATRICIA BALASCO-BARR	REFUND - CRYSTAL POND SAD CAMERAS	51.11

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CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI CHECK NUMBERS 196368 - 196444

Check Date	Check	Vendor Name	Description	Amount
04/08/2024	196421	PATRICK MCGAHAN	REFUND - CRYSTAL POND SAD CAMERAS	153.33
04/08/2024	196422	PAUL ARLAUSKAS	REFUND - CRYSTAL POND SAD CAMERAS	51.11
04/08/2024	196423	PAUL D. RANGOS	REFUND - CRYSTAL POND SAD CAMERAS	153.33
04/08/2024	196424	PHYLLIS A. WILLIAMS	REFUND - CRYSTAL POND SAD CAMERAS	153.33
04/08/2024	196425	PURNIMA PATEL	REFUND - CRYSTAL POND SAD CAMERAS	102.22
04/08/2024	196426	RACHEL M. SWEET	REFUND - CRYSTAL POND SAD CAMERAS	153.33
04/08/2024	196427	RAYMOND T. HOOT	REFUND - CRYSTAL POND SAD CAMERAS	102.22
04/08/2024	196428	REID WORTHEN	REFUND - CRYSTAL POND SAD CAMERAS	51.11
04/08/2024	196429	RODNEY DEVEE	REFUND - CRYSTAL POND SAD CAMERAS	51.11
04/08/2024	196430	SCOTT LANGE	REFUND - CRYSTAL POND SAD CAMERAS	153.33
04/08/2024	196431	SHAKIA L. WILLIAMS	REFUND - CRYSTAL POND SAD CAMERAS	153.33
04/08/2024	196432	SHARON L. WILLIAMS	REFUND - CRYSTAL POND SAD CAMERAS	153.33
04/08/2024	196433	SHEILA R. WENCEL	REFUND - CRYSTAL POND SAD CAMERAS	153.33
04/08/2024	196434	SHEKINAH ERRINGTON LIVING TRUST	REFUND - CRYSTAL POND SAD CAMERAS	153.33
04/08/2024	196435	SHERON L. TYLER	REFUND - CRYSTAL POND SAD CAMERAS	153.33
04/08/2024	196436	TENILLE M. WRIGHT	REFUND - CRYSTAL POND SAD CAMERAS	153.33
04/08/2024	196437	TONI MYLES	REFUND - CRYSTAL POND SAD CAMERAS	153.33
04/08/2024	196438	VANESSA M. POLLY	REFUND - CRYSTAL POND SAD CAMERAS	102.22
04/08/2024	196439	DTE ENERGY	STREETLIGHTS - MARCH 2024	91,593.35
04/08/2024	196440	HOT RODS MOTORCYCLE AWARENESS	MAY IS MOTORCYCLE AWARENESS MONTH SIGNS	60.00
04/08/2024	196441	WASTE MANAGEMENT	ACCT. #16-27603-32004	325.33
04/08/2024	196442	WASTE MANAGEMENT	ACCT. #6-98156-42005	228.60
04/08/2024	196443	WASTE MANAGEMENT	ACCT. #6-96630-02003	224,736.12
04/08/2024	196444	WEX BANK	WEX CREDIT CARD CHARGES ENDING MARCH 202	2,012.63

AP TOTALS:

Total of 77 Checks: Less 0 Void Checks:

Total of 77 Disbursements:

591,706.22 0.00

591,706.22

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CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI

Page: 1/5

34.78

CHECK NUMBERS 196445 - 196532

DB: Ypsilanti		CHECK NUI	ABERS 196445 - 196532	
Check Date	Check	Vendor Name	Description A/P CHECK	S Amount
Bank AP AP				
04/16/2024 04/16/2024	196445 196446	AAATA ACCUSHRED LLC	DEL PP TAXES SHRED SERVICES	115.95 71.75
04/16/2024	196447	ALL PRO EXERCISE	PREVENTATIVE MAINTENANCE OF EXERCISE EQU PREVENTATIVE MAINTENANCE OF EXERCISE EQU PREVENTATIVE MAINTENANCE OF EXERCISE EQU	295.00 570.00 255.00 1,120.00
04/16/2024	196448	ALLGRAPHICS CORPORATION	SEASONAL MAINTENANCE AND SAFETY STORE -	306.00
04/16/2024	196449	AMAZON CAPITAL SERVICES	SUPPLIES FOR HQ/TRUCKS TAILGATE HANDLE - P&G LEGAL PADS - SUPERVISOR'S OFFICE COFFEE FILTERS - BUILDING OFFICE SUPPLIES - ACCOUNTING STAMP PAD - ACCOUNTING IPAD CASE LIGHTBULBS - CIVIC WALL CLOCK/CORK BULLETIN BOARD CHAIN LINK FENCE RAIL CLAMPS - RECREATIO LUCAS OIL RED-N-TACKY GREASE - COMPOST OFFICE SUPPLIES - TREASURER KEY LOCK BOXES - PARKS OFFICE SUPPLIES CREDIT MEMO CREDIT MEMO	261.25 76.10 46.95 25.90 44.97 26.70 99.99 132.95 47.53 43.99 150.93 23.41 25.98 164.25 (21.79) (6.54)
04/16/2024	196450	AMERIGAS - YPSILANTI	LP GAS FOR GATE HOUSE	84.86
04/16/2024	196451	ANN ARBOR CLEANING SUPPLY	CLEANING SUPPLIES - COMMUNITY CENTER CLEANING SUPPLIES - COMMUNITY CENTER	105.00 193.86 298.86
04/16/2024	196452	ASCENTIS CORPORATION	NOVATIME RENEWAL	328.50
04/16/2024	196453	AUTO VALUE YPSILANTI	MAINTENANCE SUPPLIES - HYDRO MAINTENANCE SUPPLIES - HYDRO BATTERY FOR THE DUMP TRAILER SUPPLIES FOR FLP FENCE (INV#302-803770) DEF FLUID BATTERY FOR #86	217.71 54.61 102.99 138.00 207.79 147.46 868.56
04/16/2024 04/16/2024 04/16/2024 04/16/2024 04/16/2024 04/16/2024	196454 196455 196456 196457 196457 196458 196459	BACK TO NATURE LAWN CARE BARR ENGINEERING COMPANY CARLISLE/WORTMAN ASSOCIATES CDW GOVERNMENT INC CERTASITE, LLC CGS, INC.	PRE-EMERGENT & FERTILIZER PROFESSIONAL SERVICES FROM 12/24 2024 TO BEN CARLISLE SAT IN ON A MEETING WITH A SURFACE LAPTOP 5 FOR BUSINESS 2024 ANNUAL CO2 INSPECTION - CIVIC CENTE SAFETY TRAINING- AED/CPR FEBRUARY 2024	202.25 14,160.58 580.00 1,279.28 545.02 1,005.00
04/16/2024	196460	CINTAS CORPORATION	FIRST AID CABINET SERVICE - 3/12/24 FIRST AID CABINET SERVICE - 3/12/24 FIRST AID CABINET SERVICE - 3/12/24 FIRST AID CABINET SERVICE - 3/12/24 EIRST AID CABINET SERVICE - 3/12/24	54.58 41.41 47.47 39.55 34.78

FIRST AID CABINET SERVICE - 3/12/24

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI CHECK NUMBERS 196445 - 196532

User: mharris DB: Ypsilanti-Twp

Check Date	Check	Vendor Name	Description	Amount
			FIRST AID CABINET SERVICE - 3/12/24 FIRST AID CABINET SERVICE - 3/12/24	7.15 7.16 232.10
04/16/2024 04/16/2024 04/16/2024 04/16/2024 04/16/2024	196461 196462 196463 196464 196465	CLEAR RATE COMMUNICATIONS, INC CLEVELAND GOLF SRIXON COMCAST BUSINESS CRAWFORD DOOR SALES CSI EMERGENCY APPARATUS, LLC	ACCT. #4850408 SPECIAL ORDER SRIXON ZX5 IRONS. ACCT. #939737137 INSTALL HOLLOW METAL FRAME DOOR NEW SEAT FOR ENGINE 14-3	262.60 529.08 3,643.95 1,850.00 3,664.39
04/16/2024	196466	DENISE BUSSER	REFUND - 50 & BEYOND PROGRAM REFUND - 50 & BEYOND PROGRAM	50.00 50.00 100.00
04/16/2024 04/16/2024 04/16/2024 04/16/2024	196467 196468 196469 196470	EAGLE ENGRAVING INC EMERGENCY MEDICAL PRODUCTS EMERGENT HEALTH PARTNERS FONDRIEST ENVIRONMENTAL, INC	ACCOUNTABILITY TAGS MED SUPPLIES FOR TRUCKS/STATION FIRE DISPATCHING SERVICES ANNUAL MAINTENANCE TO WATER QUALITY EQUI	80.45 882.77 8,430.55 1,903.49
04/16/2024	196471	HOME DEPOT	STUDS - ELECTIONS CORNER BRACE FOR CREW LOCKERS P&G TOOLS AND SUPPLIES KEYED PADLOCK - ELECTIONS	6.70 5.94 147.02 22.14 181.80
04/16/2024 04/16/2024	196472 196473	HOME DEPOT USA INC INTEGRITY BUSINESS SOLUTIONS LLC	REFUND - PERMIT FEES #PB24-0090 TABLE FOR CHIEF'S OFFICE	97.50 239.99
04/16/2024	196474	JFR ARCHITECTS, PC	DESIGN FOR COURT SECURITY RENOVATION CIVIC CENTER SECURITY STEP 2 DESIGN FOR COURT SECURITY RENOVATION CIVIC CENTER SECURITY STEP 2	16,530.00 12,561.00 23,142.00 8,973.00 61,206.00
04/16/2024 04/16/2024 04/16/2024	196475 196476 196477	JIBRIL NAEEM JUDY ANN HOLZSCHUH JUNGA'S ACE HARDWARE	FEB AND MAR MEMBERSHIP AND WINTER SESSIO INTRO TO ZENTANGLE INSTRUCTION P&G GROUND MAINTENANCE TOOLS (INV#44061)	2,789.50 126.00 838.00
04/16/2024	196478	KBK LANDSCAPING, INC	LEC & HOLMES RD. SALTING & PLOWING MARCH LEC & HOLMES RD. SALTING & PLOWING MARCH	600.00 440.00 1,040.00
04/16/2024 04/16/2024 04/16/2024 04/16/2024	196479 196480 196481 196482	LEGAL AND LIABILITY RISK MANAGEMENT LINCOLN SCHOOL DISTRICT LINDE GAS & EQUIPMENT INC LOWER HURON SUPPLY	FIRE PATTERN RECOGNITION SEMINAR-WALLGRE DEL PP TAXES OXYGEN RENTAL CUSTODIAL SUPPLIES - COMMUNITY CENTER	325.00 119.02 321.61 71.59
04/16/2024	196483	LSQ FUNDING GROUP, L.C.	NEW BALANCE SHOES FOR RESALE IN THE GOLF CREDIT MEMO	1,380.63 (148.20) 1,232.43
04/16/2024 04/16/2024 04/16/2024	196484 196485 196486	LUBRICATION ENGINEERS MCLAIN AND WINTERS MESSENGER PRINTING	WATER REMOVAL FILTERS FOR OIL CART LEGAL SERVICES - MARCH 2024 CYBER SECURITY POSTCARDS - COMMUNITY RES	539.70 159,968.88 5,997.36
04/16/2024	196487	MICHIGAN LINEN SERVICE, INC.	LINEN SERVICE FOR STATION HQ LINEN SERVICE FOR STATION 3 LINEN SERVICE FOR STATION 4 LAUNDRY SERVICES 2024	190.40 86.26 85.03 24.00

User: mharris DB: Ypsilanti-Twp

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI CHECK NUMBERS 196445 - 196532

Check Date	Check	Vendor Name	Description	Amount
			LINEN SERVICE FOR STATION HQ LINEN SERVICE FOR STATION 3 LINEN SERVICE FOR STATION 4 LEC LAUNDRY SERVICE LINEN SERVICE FOR STATION 3 LINEN SERVICE FOR STATION 4 LAUNDRY SERVICES 2024 LINEN SERVICE FOR STATION HQ LAUNDRY SERVICES 2024 LEC LAUNDRY SERVICE	190.40 86.26 85.03 60.25 86.26 85.03 24.00 190.40 24.00 60.25
			WEEKLY LINEN SERVICES WEEKLY LINEN SERVICES MAINT. GARAGE LINEN SERVICE 4/2/24 (INV# LAUNDRY FOR CIVIC CENTER 4-2/2024 (INVOI LINEN SERVICE FOR COMMUNITY CENTER 4/2/2	70.00 68.50 24.00 101.10 49.50 1,590.67
04/16/2024 04/16/2024 04/16/2024 04/16/2024 04/16/2024 04/16/2024	196488 196489 196490 196491 196492 196493	MR. ROOF HOLDING CO., LLC NANCY ROGERS NTG ENTERPRISES INC. OFFICE EXPRESS OKINAWAN KARATE CLUB ONSITE SUBSTANCE ABUSE TESTING	REFUND - PERMIT FEES #PB24-0038 REFUND - CREDIT ON ACCOUNT WELDING/FABRICATING ON GRINDER BUSINESS CARDS - ACCOUNTING PAYMENT FOR WINTER SESSION 2 RECOVERY COURT DRUG TESTING	112.50 33.00 975.00 30.00 846.30 155.00
4/16/2024	196494	ORCHARD, HILTZ & MCCLIMENT INC	VISIBLE LEARNING CENTER -CE SERVICES CAR WASH 2675 WASHTENAW AVE KALITTA TURBINES EXPANSION - DET ENG REV TITA TORTILLAS - SITE PLAN REVIEW CALIBER COLLISION - DET ENG REVIEWS PAINT CREEK CROSSING - ADA IMPROVEMENT R DR. PAWS - SKETCH PLAN REVIEW	$\begin{array}{c} 1,142.00\\ 350.00\\ 702.50\\ 150.00\\ 225.00\\ 493.75\\ 562.00\end{array}$
4/16/2024 4/16/2024 4/16/2024	196495 196496 196497	ORKIN LLC OSBURN INDUSTRIES, INC. PARKWAY SERVICES, INC.	VERMIN ABATEMENT AT DEBBY COURT 6A COMM LIMESTONE PORTABLE TOILET RENTAL FOR GREEN OAKS MA	3,625.25 297.00 1,315.71 260.00
04/16/2024	196498	PEARLINE DAVIS	RECOVERY COURT PAYROLL RECOVERY COURT PAYROLL	259.70 371.00 630.70
04/16/2024	196499	RHETT REYES	RECOVERY COURT PAYROLL RECOVERY COURT PAYROLL	1,064.25 1,290.00 2,354.25
04/16/2024 04/16/2024 04/16/2024	196500 196501 196502	ROBERT ACTON SAM'S CLUB DIRECT SERVER SUPPLY INC	ROBERT ACTON CONTRACTUAL INSPECTIONS 3.1 TOILET PAPER - SUPERVISOR RAIL KIT AND NIC	700.00 51.86 343.00
04/16/2024	196503	SITEONE LANDSCAPE SUPPLY, LLC	COURSE SUPPLIES - BUNKER RAKES AND PRACT COURSE SUPPLIES - BENCH AND ROPE STAKES COURSE SUPPLIES - PINS, PRACTICE FLAGS, COURSE SUPPLIES- BUNKER RAKES, CUP SETTE	917.60 931.20 951.00 980.40 3,780.20
04/16/2024	196504	SORENSEN GROSS CONSTRUCTION SVCS	BOND REFUND PERMIT #PSE12-0009	915.00
04/16/2024	196505	SPICER GROUP	CLUBVIEW PARK PRIME PROFESSIONAL SERVICE	3,237.25

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI CHECK NUMBERS 196445 - 196532

User: mharris DB: Ypsilanti-Twp

Check Date	Check	Vendor Name	Description	Amount
			COMMUNITY CENTER PARK PRIME PROFESSIONAL	1,512.50
04/16/2024	196506	STANDARD PRINTING	ENVELOPES - ACCOUNTING ENVELOPES - TREASURER	85.00 160.00
				245.00
04/16/2024 04/16/2024 04/16/2024 04/16/2024 04/16/2024 04/16/2024 04/16/2024 04/16/2024 04/16/2024 04/16/2024	196507 196508 196509 196510 196511 196512 196513 196514 196515 196516 196517	STEPHEN BROWN STERICYCLE INC THE SWEATSHOP CUSTOM EMBROIDERY ULINE ULLIANCE UNITED RENTALS UNIVERSITY TRANSLATORS VAN BUREN SCHOOL DISTRICT VELOCITY EHS VERIZON CONNECT FLEET USA VICTORY LANE	STEVE BROWN CONTRACTUAL INSP 03.18.24 - STERI-SAFE BUDGET SUBSCRIPTION TACTICAL POLO & LONG SLEEVE SHIRTS PREPAID LIGHTBULB RECYCLING BOX KIT - BL EAP SERVICES FOR 2Q 2024 2024 OSHA INSPECTION SCISSOR LIFT 835 GEORGE PLACE TRANSLATION TO SPANISH DEL PP TAXES ANNUAL RENEWAL FOR MSDS WEB HOSTING GPS SERVICES-MARCH 2024 #709 FULL SERVICE OIL CHANGE	1,550.00 256.29 290.00 697.12 $1,056.00$ 489.32 293.40 52.71 $1,135.58$ 575.85 72.57
04/16/2024	196518	W.J. O'NEIL COMPANY	BOARD APPROVED P.M. COMMUNITY CENTER ANN BOARD APPROVED P.M. LEC ANNUAL FEE BOARD APPROVED P.M. 14B ANNUAL FEE BOARD APPROVED P.M. CIVIC CENTER ANNUAL LEC TROUBLESHOOT	1,182.00 441.00 416.00 1,117.00 596.00 3,752.00
04/16/2024 04/16/2024 04/16/2024 04/16/2024 04/16/2024 04/16/2024 04/16/2024	196519 196520 196521 196522 196523 196524 196525 196526	WASHTENAW COMMUNITY COLLEGE# WASHTENAW COUNTY HEALTH DEPT. WASHTENAW COUNTY SHERIFF'S OFFICE WASHTENAW COUNTY TREASURER WASHTENAW COUNTY TREASURER WASHTENAW COUNTY TREASURER# WASHTENAW INTERMEDIATE WAYNE ISD	DEL PP TAXES ANNUAL FOOD LICENSE FEE FOR GREEN OAKS. RECOVERY COURT DRUG TESTING DEL PP TAXES TRAILER FEES- JANUARY THRU MARCH 2024 POLICE SERVICE UNITS FOR APRIL 2024 DEL PP TAXES DEL PP TAXES	570.95 500.00 75.00 2,872.97 7,642.50 517,095.95 919.20 30.34
04/16/2024	196527	YPSILANTI ACE HARDWARE	SUPPLIES FOR HQ MAINTENANCE SUPPLIES - HYDRO MAINTENANCE SUPPLIES - HYDRO	58.57 18.98 24.58 102.13
04/16/2024	196528	YPSILANTI COMMUNITY	ACCT. $#4-037-360200-01$ ACCT. $#4-074-535400-01$ ACCT. $#4-083-487600-01$ ACCT. $#4-085-789900-01$ ACCT. $#4-085-803450-01$ ACCT. $#4-087-560100-01$ ACCT. $#4-087-560150-01$ ACCT. $#4-087-560200-01$ ACCT. $#4-037-360100-01$ ACCT. $#4-070-428255-01$ ACCT. $#2-060-771600-01$ ACCT. $#2-044-523700-01$ ACCT. $#4-085-803600-02$	236.80 95.69 142.30 122.69 142.30 203.05 169.30 31.29 142.30 118.72 35.57 143.57 149.05 1,732.63
	196529	YPSILANTI COMMUNITY	DIESEL AND GAS CHARGES 2024	899.80

User: mharris

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI CHECK NUMBERS 196445 - 196532

Page: 5/5

Check Date	Check	Vendor Name	Description	Amount
04/16/2024	196531	YPSILANTI COMMUNITY SCHOOLS - YP	DEL PP TAXES	2,281.00
04/16/2024	196532	YPSILANTI DISTRICT LIBRARY	DEL PP TAXES	945.17

Total of	88 Checks:
	oid Checks:

Total of 88 Disbursements:

0.00

041,933.0/

847,935.67

04/11/2024 11:54 AM

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI CHECK NUMBERS 105 - 105

Page: 1/1

Amount

User:	mharris	

	and a stand and a second
DB:	Ypsilanti-Twp

Check Date

Check Vendor Name

Invoice Vendor

Description

Bank CARDS COMERICA COMMERICAL CARD

04/16/2024	105(E)	COMERICA BANK	BEST BUY BUSINESS ADVANTAGE A HOME DEPOT MICHIGAN TOWNSHIPS ASSOC.** SAM'S CLUB DIRECT GORDON FOOD SERVICE INC. GORDON FOOD SERVICE INC. UNITED STATES POST OFFICE DC HYDRAULICS INC. LOWE'S LOWE'S HARBOR FREIGHT MICHIGAN ASSOC. OF PLANNING WALMART ALERTOPS AVANGATE INC. A DESIGN LINE FASTSPRINGS HELWIG CARBON PRODUCTS, INC HOLLAND TULIP TIME FESTIVAL, MICHIGAN ASSOC. OF DRUG TREAT MENARDS, INC. ODP BUSINESS SOLUTIONS LLC RESTAURANT DEPOT ROTARY MULTIFORMS, INC SCREENCONNECT SOFTWARE LLC	ROSIE SPONSOR BANNERS 2024 - P MINI FRIDGE - SUPERVISOR POWER DRIVER FOR SETTING POST REGISTRATION FOR PREMIUM PASS COFFEE SUPPLIES FOR PARKS AND FOLDING CHAIRS - GARAGE DISTILLED WATER - SUPERVISOR OPERATING SUPPLIES AND FOOD AN PASSPORT POSTAGE WEEK OF 3-4-2 REPLACEMENT OIL PUMP MAINTENANCE SUPPLIES - THREADE DOOR LATCH FOR MAINTENANCE SHO LIGHT KIT FOR MOWER, HAMMER, A TRASH PICKERS - COMMUNITY ENGA REGISTRATION FOR 2024 SPRING I LIFETIME 8' TABLE - GARAGE ALERTOPS RSJOOMLA PLUGIN RENEWALS CLOTHING FOR THE HR SPECIALIST JOOMSHAPER SUBSCRIPTION REPLACEMENT CARBON BRUSHES FOR TULIP TIME TRIP DEPOSIT REGISTRATION FOR CONFERENCE CHAIN LINK FENCE TOP RAIL - RE AIR FILTERS FOR COVID FANS - P HON 38000 COMPUTER DESK - HR STATION 4 KITCHEN REPLACEMENT DNR - MI NATURAL RESOURCE TRUS DNR - MI LAND AND WATER PLAQUE ANNUAL SCREENCONNECT RENEWAL MONTHLY SUBSCRIPTION FEES FOR CORK BOARDS - COMMUNITY RESOUR	26.18 253.80 9.99 542.64 120.00 237.67 6.10 11.64 171.13 29.90 165.00 426.88 360.00 106.99 186.44 83.74 1,053.04 70.80 495.00 81.35
CARDS TOTALS	2				
A state of the contract of the state of the					13,238.89
Total of 1 Chec Less 0 Void Che					0.00
Total of 1 Disb	ursements:				13,238.89



MONTHLY TREASURER'S REPORT STAN ELDRIDGE MARCH 1, 2024 - MARCH 31, 2024

Account Name	Beginning Balance	Cash Receipts	Cash Disbursements	Ending Balance
101 - General Fund	16,512,015.60	2,081,539.97	3,784,372.36	14,809,183.21
101 - Payroll	311,198.03	1,115,007.81	1,135,867.48	290,338.36
101 - Willow Run Escrow	146,344.14	49.58	0.00	146,393.72
206 - Fire Department	1,518,575.55	9,316.96	433,871.15	1,094,021.36
208 - Parks Fund	17,857.12	75.69	968.85	16,963.96
213 - Roads/Bike Path/Rec/General Fund	1,502,933.58	7,310.51	45,675.23	1,464,568.86
216 - Fire Pension & OPEB Millage Fund	84,411.02	367.63	0.00	84,778.65
217 - Fire Special Millage Capital Fund	206,520.72	900.15	0.00	207,420.87
226 - Environmental Services	907,758.62	2,419.74	272,571.05	637,607.31
230 - Recreation	56,909.41	49,971.25	67,397.64	39,483.02
236 - 14-B District Court	161,053.33	85,086.59	150,806.46	95,333.46
244 - Economic Development	75,673.11	329.78	0.00	76,002.89
249 - Building Department Fund	1,576,955.63	52,644.57	76,577.37	1,553,022.83
250 - LDFA Tax	21,491.83	93.26	0.00	21,585.09
252 - Hydro Station Fund	1,162,893.33	65,322.94	31,549.56	1,196,666.71
266 - Law Enforcement Fund	8,773,457.95	66,654.83	668,449.42	8,171,663.36
282 - Cares Act Fund	0.00	0.00	0.00	0.00
284 - Opioid Settlement Fund	26,144.04	113.53	0.00	26,257.57
287 - Nuisance Abatement Fund	51,003.04	822.60	1,838.85	49,986.79
398 - LDFA 2006 Bonds	2,709.23	217,977.00	220,600.00	86.23
584 - Green Oaks Golf Course	222,069.18	64,926.88	79,005.83	207,990.23
597 - Compost Site	892,631.24	12,241.99	37,184.19	867,689.04
661 - Motor Pool	268,072.49	25,919.83	32,315.91	261,676.41
702 - General Tax Collection	91,868.49	10,450.95	0.00	102,319.44
703 - Current Tax Collections	26,272,738.36	154,058.09	153,159.90	26,273,636.55
707 - Bonds & Escrow/GreenTop	1,828,804.26	29,839.54	4,945.50	1,853,698.30
708 - Fire Withholding Bonds	109,338.54	34.92	13,835.00	95,538.46
GRAND TOTAL	62,801,427.84	4,053,476.59	7,210,991.75	59,643,912.68

ATTORNEY REPORT

GENERAL LEGAL UPDATE

NEW BUSINESS

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



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: April 9, 2024

RE: Request to authorize signature of an amended Washtenaw County Road Commission (WCRC) 2024 Agreement for the drainage improvement and limestone lift of Munger Road between Merritt and Bemis in the estimated amount of \$191,000 in partnership with Pittsfield Township

Attached for the Board's consideration is the 2024 Road Agreement with the Washtenaw County Road Commission for the drainage improvement and limestone lift of Munger Road from Merritt to Bemis. This will be in partnership with Pittsfield Township. As you all know, at the March 5, 2024 Board of Trustees meeting, the additional street sweeping was already approved. Therefore, once WCRC Director of Operations Adam Lape returns from a conference on the week of April 15, 2024, he will send a new agreement without the street sweeping services.

The Supervisor's office is requesting authorization for the Supervisor and Clerk to sign a revised agreement for Munger Road once the street sweeping is removed. Ypsilanti Township's contribution to this project will be \$47,750, which is budgeted in line 213-446-982.000.

Thank you for your consideration.

2024 YPSILANTI TOWNSHIP AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2024, by and between the Township Board of Ypsilanti Township ("Ypsilanti Township"), Washtenaw County, and the Board of Washtenaw County Road Commissioners ("WCRC").

WHEREAS, Ypsilanti Township desires that certain improvements be made upon the local roads in the Township of Ypsilanti, and

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

IT IS NOW THEREFORE AGREED, the WCRC will accomplish the improvements as specified herein, all in accordance with the standards of the Board of Washtenaw County Road Commissioners,

IT IS FURTHER AGREED, Ypsilanti Township shall pay WCRC for the actual project costs incurred for the project; and

IT IS FURTHER AGREED, the WCRC will submit an invoice to the Township on July 1, 2024, for 50% of the estimated project costs. Following project completion and final accounting of the project costs, WCRC will submit the final invoice for the actual remaining unpaid costs. The final invoice shall provide supporting detail and information, which reasonably identifies the actual project costs incurred by WCRC. The Township described herein agrees to remit payment within 30 days from receipt of WCRC invoices.

Additional Street Sweeping Services

Work to include one (1) additional street sweepings on curbed local roads in Ypsilanti Township. 2024 Local Road Sweeping in Ypsilanti Township (one round)= 174.63 curb miles@ \$98.00 per curb mile= \$17,113.74 per round. Estimated total project cost: \$17.

\$ 17,113.74

Munger Road, Merritt Road to Bemis Road

Work to include drainage improvements, forestry, shaping the existing surface, and the application of 6" of 23A Limestone (C.I.P.) (approximately 3,800 tons) with associated dust control and project restoration. This is a shared project with Pittsfield Township and contingent upon a reciprocal agreement between Pittsfield Township and the Washtenaw County Road Commission.

Estimated total project cost:	\$ 191,000.00
Estimated cost to Ypsilanti Township:	\$ 95,500.00

2024 Ypsilanti Township Agreement

AGREEMENT SUMMARY

2024 LOCAL ROAD PROGRAM	
Additional Street Sweeping Services	\$ 17,113.74
Munger Road, Merritt Road to Bemis Road	\$ 95,500.00
Subtotal	\$ 112,613.74
Less WCRC 2024 Local Matching Funds	\$ 56,306.87
ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP UNDER THIS AGREEMENT DURING 2024:	\$ 56,306.87
YPSILANTI TOWNSHIP:	

Brenda Stumbo, Supervisor

Heather Jarrell Roe, Clerk

Barbara Ryan Fuller, Chair

Matthew MacDonell, Managing Director

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



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: April 10, 2024

RE: Request to sign Memorandum of Understanding between Ypsilanti Township and the City of Ann Arbor regarding Water Quality at Ford and Belleville Lakes

On March 4, 2024, Supervisor Brenda Stumbo, along with Hydro Operations Manager Michael Saranen and YCUA Executive Director Luke Blackburn met with the City of Ann Arbor Wastewater Treatment Plant (WWTP) to discuss a Memorandum of Understanding regarding Water Quality at Ford and Belleville Lakes.

After the meeting, Deputy City Attorney Tim Wilhem and Attorney Winters simplified the MOU, which is attached to this memorandum. This proposed MOU is regarding several issues that impact the water quality at Ford Lake and will serve as a good starting point to allow both the Township and City of Ann Arbor WWTP to monitor the water quality and conditions in Ford Lake with the goal to control and reduce blue green algae blooms.

Therefore, the Supervisor's Office is requesting authorization for Supervisor Stumbo and Clerk Roe to execute this Memorandum of Understanding on behalf of Ypsilanti Township.

Thank you for your consideration.

cc: McLain & Winters, Township Attorneys Michael Saranen, Hydro Operations Manager

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ANN ARBOR AND THE CHARTER TOWNSHIP OF YPSILANTI REGARDING WATER QUALITY IN FORD AND BELLEVILLE LAKES

This Memorandum of Understanding ("MOU") is entered into by and between the City of Ann Arbor ("City") and the Charter Township of Ypsilanti, ("Township"). The City and Township may be referred to herein individually as a "Party" or collectively as the "Parties."

BACKGROUND

The Parties share a common interest in eliminating and preventing nuisance blue green algae blooms in Ford and Belleville Lakes, and they acknowledge that information about water quality and conditions in the lakes is important to advancing their common interest.

THEREFORE, the Parties enter into this Memorandum of Understanding to memorialize their understanding as to their efforts to cooperate and work together to monitor, collect, and share water quality information regarding Ford and Belleville Lakes, as follows:

- 1. COOPERATIVE EFFORTS MONITORING BUOY AND INFORMATION SHARING.
 - a. The Township operates and maintains a monitoring buoy in Ford Lake that measures various aspects of water quality which it intends to continue to operate.
 - b. The Parties agree to work together to identify any new or replacement monitoring equipment to be placed on the monitoring buoy including which Party will be responsible for the cost and installation of same, which may be agreed upon separately.
 - c. The Township will continue to operate and maintain the monitoring buoy in Ford Lake, and it will be responsible for collecting all information from it.
 - d. The Township agrees to share with and provide to the City all information collected from the monitoring buoy, and the format, method, and frequency, etc of sharing information may be agreed upon separately.
 - e. The Parties will continue to communicate and cooperate regarding the operation and maintenance of the monitoring buoy including matters such as location, schedules, frequency of sampling or collection of data, maintenance, repairs, and data and information analysis, etc.
 - f. The Parties agree to share with and provide to the other any past and future studies, reports, analyses, and data each may have or obtain pertaining to the water quality and conditions in Ford and Belleville Lakes.
 - g. The Parties agree to cooperate and explore other efforts and options for monitoring the water quality and conditions in Ford and Belleville Lakes and for controlling and reducing blue green algae blooms.
 - h. Unless otherwise agreed upon in writing, the Parties agree that each may use the information regarding water quality and conditions in Ford and Belleville Lakes shared pursuant to this MOU for their respective purposes as they see fit,

including, but not limited to, the following: regulatory purposes, permitting, grant applications, compliance, public relations, academic studies, project applications, etc. The Parties agree to keep each other advised of their intent to use and their use of data and information relating to their cooperative actions.

2. DURATION. This MOU will take effect on the date it is signed by the last Party to sign it and shall remain in effect from year to year until terminated by mutual agreement of the Parties or by either Party, at any time for any reason, providing 90 days advance written notice of termination to the other.

3. RESPONSIBILITIES AND COSTS. Unless specifically agreed to otherwise, each Party will be responsible for carrying out its own obligations and bearing its own costs incurred in carrying out and supporting activities relating to this MOU.

4. NO WAIVER OF OTHER OBLIGATIONS AND RIGHTS. Nothing in this MOU shall invalidate or otherwise supersede any agreements or other legal obligations or rights of either Party.

5. RELATIONSHIP. This MOU does not create a partnership or a joint venture and does not create any financial commitments from one Party to the other except where agreed to by the Parties in writing. Neither Party has the authority to bind the other to any obligation. Each Party to this MOU will remain responsible for any and all claims arising out of its own acts and/or omissions relating to this MOU. In addition, it is not intended to increase or decrease either Party's liability for or immunity from tort claims. This MOU is also not intended to nor will it be interpreted as giving either Party a right of indemnification, either by contract or by law, for claims arising out of this MOU.

6. NOTICES. Notices, invoices, and other communications shall be deemed given when mailed by first-class mail postage prepaid, emailed, or personally delivered as follows:

To the City:

City of Ann Arbor Keith Sanders, Wastewater Treatment Services Manager 49 S. Dixboro Rd Ann Arbor, MI 48105 Email: <u>ksanders@a2gov.org</u>

With a copy to:

City of Ann Arbor Atleen Kaur, City Attorney 301 E. Huron St., 3rd Floor Ann Arbor, MI 48104 <u>akaur@a2gov.org</u>

To the Township:

Charter Township of Ypsilanti Michael Saranen, Hydro Dam Operations Manager 7200 S. Huron River Dr. Ypsilanti, MI 48197 msaranen@ytown.org

With a copy to:

Charter Township of Ypsilanti Brenda Stumbo, Township Supervisor 7200 S. Huron River Dr. Ypsilanti, MI 48197 <u>bstumbo@ytown.org</u>

7. AMENDMENTS. This MOU may be amended or modified only by a written instrument executed by authorized representatives of the Parties hereto.

8. AUTHORITY TO SIGN. Each person signing this MOU represents and warrants that he or she has authority to sign it on behalf of the respective Party.

9. BINDING EFFECT. This MOU shall bind and inure to the benefit of the Parties and their respective successors and assigns.

10. GOVERNING LAW. This MOU shall be governed by the laws of the State of Michigan.

11. SEVERABILITY. If it is determined by a court of competent jurisdiction that any provision of this MOU is contrary to law or invalid, the remaining provisions of this MOU shall continue in full force and effect.

12. ELECTRONIC SIGNATURES. The Parties agree that this MOU will be considered signed when the electronic signature of a Party is delivered by electronic transmission. Signatures transmitted electronically shall have the same effect as original signatures.

CITY OF ANN ARBOR

CHARTER TOWNSHIP OF YPSILANTI

Milton Dohoney, Jr, City Administrator	By: Brenda Stumbo, Township Supervisor
Dated:	Dated:
Approved as to substance:	
Brian Steglitz, Public Services Area Administrator	By: Heather Jarrell Roe, Township Clerk
Approved as to form:	Dated:
Atleen Kaur, City Attorney	

CHARTER TOWNSHIP OF YPSILANTI RESOLUTION 2024-05 REGARDING THE PETITION FOR SOUTH FORD LAKE DRAIN

WHEREAS, the Municipality of Ypsilanti Township hereby petitions the Washtenaw County Water Resources Commissioner to clean out, relocate, widen, deepen, straighten, tile, extend or relocate along a highway as needed the South Ford Lake Drain; and

WHEREAS, the of Municipality of Ypsilanti Township acknowledges that it will be liable for an assessment at large for a percentage of the total amount to be levied for the proposed work; and

WHEREAS, it has been determined necessary to proceed as soon as possible to accomplish the aforesaid improvements.

NOW THEREFORE BE IT RESOLVED, that the of Municipality of Ypsilanti Township hereby petitions to the Washtenaw County Water Resources Commissioner to clean out, relocate, widen, deepen, straighten, tile, extend or relocate along a highway as needed the South Ford Lake Drain.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be attached to the petition.

BE IT FURTHER RESOLVED, that the Supervisor and Clerk be authorized to execute the petition on behalf of the Township Board.

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



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: April 12, 2024

RE: Request to authorize the Washtenaw County Water Resources Commission's petition for the South Ford Lake Drain

Attached is a petition from the Washtenaw County Water Resources Commission to make improvements to the South Ford Lake county drain. These improvements include cleaning out, relocating, widening, deepening, straightening, tiling, extending, or relocating along a high as needed for the South Ford Lake Drain to help alleviate flooding.

The estimated cost is \$60,000, budgeted in 101-445-818.025. Evan Pratt, our great Water Resource Commissioner, will be at the meeting to answer any questions regarding the petition.

Thank you for your consideration.

GUIDE FOR DRAINAGE IMPROVEMENTS

The legal process the Water Resources Commissioner's Office must follow upon receipt of a petition for "clean-out" is dictated by the Michigan Drain Code (Act 40 of 1956). The steps are as follows:

- Petition signed by (A) five or more landowners (can include husband and wife if both appear on the deed of the property) in the drainage district liable for assessment, or (B) the Health Department, or (C) the Township, City or Village, and submitted to the Water Resources Commissioner. A property owner may only sign a petition one time even if he/she owns more than one parcel of land in the district.
- 2. Signatures of petitioners verified by the Water Resources Commissioner's Office (petitions submitted by landowners ONLY).
- 3. Public hearing held where a three-member Board of Determination (appointed by the Water Resources Commissioner or Chair of the Board of Commissioners) will listen to testimony from landowners in the Drainage District and make a determination, based on that testimony, as to whether the project is necessary and should proceed or not. Detailed cost estimates will not be available at this time because the amount of money available to expend prior to a determination that the project will or will not continue is minimal. If the project is determined <u>unnecessary</u>, another petition cannot be submitted for a period of one year and the petition process ends. If the project is determined <u>necessary</u>, engineering, design and scope of project will be completed along with the following steps.
- 4. After receipt of engineering report, the Water Resources Commissioner will proceed to bidding the project, or will first hold an informational meeting with landowners in the Drainage District if there are alternatives or unusual issues to discuss. Cost estimates will be available at this time.
- 5. Bid letting and a Day of Review, where landowners may come into the Drain Commissioner's Office to discuss their apportionment, will then be held. Apportionment may be appealed to the Probate Court.
- 6. If the Water Resources Commissioner determines cost of the project is reasonable, project will then continue. If costs are significantly higher than anticipated, input from local governments and affected citizens will be secured. The Water Resources Commissioner will halt the project if costs are considered excessive. Costs incurred up to this point will be assessed against the Drainage District.

The above information is a general guide for persons interested in the petition process for drainage improvement projects. If you have questions or need any further information, please call the Water Resources Commissioner's Office at (734) 222.6860.

YPSILANTI TOWNSHIP

PETITION FOR MAINTENANCE AND IMPROVEMENT OF A DRAIN

SOUTH FORD LAKE DRAIN

To the Washtenaw County Water Resources Commissioner:

The undersigned is Ypsilanti Township, Washtenaw County, Michigan. This petition has been duly authorized by the governing body of Ypsilanti Township and requests that the South Ford Lake Drain be maintained and improved as provided in Chapter 8 of Public Act 40 of 1956, as amended, to alleviate drainage issues in the Drainage District.

The South Ford Lake Drain is located in Ypsilanti Township, Washtenaw County, Michigan.

The proposed maintenance and improvement is necessary for the public health, convenience or welfare and is further necessary for the protection of the public health in Ypsilanti Township.

Ypsilanti Township will be liable for an assessment at large against it for a percentage of the cost of the proposed maintenance and improvement.

Dated: _____, 20_____

By: Brenda Stumbo Its: Supervisor

By: Heather Jarrell Roe Its: Clerk

TASK GROUP	TASK	Start Date	End Date	Days	Sat	Sin
Contracting/Permitting	Notice of Award	4/15/24	4/15/24	1	N	N
	Contracting	4/15/24	4/28/24	14	Ν	N
	Permitting	4/28/24	5/11/24	14	Ν	N
	NTP	4/29/24	4/29/24	1	Ν	N
Fabrication	Shop Drawing Submittals	4/28/24	5/11/24	14	Ν	N
	D/S Bulkhead Fabrication	5/11/24	5/24/24	14	Ν	N
Submittals	Submittal Approvals	5/11/24	5/31/24	21	Ν	N
Mobilization	Traffic Control	6/3/24	6/3/24	1	Ν	N
	Crew MOB and Setup	6/3/24	6/3/24	1	Ν	N
	Material Delivery	6/3/24	6/3/24	1	Ν	N
Bay A	Clean and Inspect	6/4/24	6/4/24	1	Ν	N
	U/S Bulkhead	6/5/24	6/5/24	1	Ν	N
	D/S Bulkhead	6/5/24	6/6/24	2	Ν	N
	Inspect Sluice Gate (Barr)	6/7/24	6/8/24	2	Ν	N
Bay B	Bulkheads & Inspect	6/7/24	6/12/24	6	Ν	N
Bay C	Bulkheads & Inspect	6/11/24	6/16/24	6	Ν	N
Bay D	Bulkheads & Inspect	6/15/24	6/20/24	6	Ν	N
Bay E	Bulkheads & Inspect	6/19/24	6/24/24	6	Ν	N
Bay F	Bulkheads	6/23/24	6/26/24	4	Ν	N
	Pull Sluice Gate	6/27/24	6/27/24	1	Ν	N
	Reinstall Sluice Gate	6/28/24	6/29/24	2	Ν	N
Spillway Hatches	Gasket and Reinstall Spillway Hatches	6/30/24	6/30/24	1	N	N
Demobilize	Demob	7/1/24	7/1/24	1	Ν	N

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



Trustees Ryan Hunter John Newman II Gloria Peterson Debbie Swanson

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: John Hines, Municipal Services Director

Date: April 12, 2024

RE: Request Authorization to waive the financial policy for the Green Oaks Golf Course Bathroom Remodel and the Golf Pro Shop restrooms and accept the low quotes from Northgate Construction for the projects.

The Ypsilanti Township Board of Trustees approved bidding out both the on course restrooms and maintenance shop restrooms at the October 17, 2023 meeting. In the initial round of bidding, an award was granted to Lynch Construction at the December 5, 2023 meeting. Lynch then withdrew their bid due to a misunderstanding of the contract requirements. The RFP was put out again and bids were scheduled to be opened at 10:00am February 8, 2024. No bids were received at that time. At 10:07am, a singular submission was turned in late to Clerk's Office.

Decima: \$293,956.00

With the bid being received after the acceptable time, Township staff reached out to two local contractors with history working with the Township to use as additional quotes. Their pricing is below.

The Petersen Company: \$345,524.17

Northgate Construction: \$110,250.00

With the additional quotes received, the Residential Services Department is seeking to approve the low quote of \$110,250 budgeted in GL#101-902-981.100. Both The Peterson Company and Northgate Construction were given the plans that Stantec prepared and given additional meetings with Stantec to clarify the scope of work for both on course and maintenance shop restrooms.

In addition, the RSD would like to request that Northgate Construction be approved to renovate the Golf Pro Shop Restrooms for \$64,880 and to add a contingency if additional plumbing work is needed in the amount of \$26,000 which is also budgeted in GL#101-902-981.100. Work in the pro shop restrooms will make ADA compliant openings, new floor, ceiling and replace all fixtures. The plans that were followed for the pro shop restrooms were prepared by Stantec as part of the initial Community Center bid package.

Quotes for Pro Shop Restrooms are below:



Trustees Ryan Hunter John Newman II Gloria Peterson Debbie Swanson

The Peterson Company: \$142,819.85

Township Supervisor

Brenda L. Stumbo

Heather Jarrell Roe

Township Treasurer Stan Eldridge

Township Clerk

Northgate Construction: \$64,880 - \$90,880

If approved, Stantec will oversee the construction engineering as previously approved. Northgate would plan for renovations of the on course and maintenance shop restrooms to take place on May 20-June 7, depending on weather. If the pro shop work is approved, the work would be June 10-20. Their work should not alter course operations.

John Hines Municipal Services Director jhines@ypsitownship.org



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

April 16, 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: Golf Course Toilet Rooms (Front 9 and Back 9), Shop (Maintenance) Toilet Rooms and Men's/Women's Pro Shop Renovation Package - Bids Review

Stantec understanding that the Township is interested in proceeding with work estimates as provided by Northgate Construction of Canton Michigan via email on April 01, 2024, for the above referenced projects. Refer to attached Exhibit A. The scope included has previously been issued for bid following the Townships typical procurement processes. For reference, the following occurred previously:

Original 300 Package Bid

Bids opened November 16, 2023

The original package did not include the Pro Shop work.

It was awarded to Lynch Construction for \$198,614.90 December 5, 2023.

Lynch Construction withdrew their Project Bid due to Unintentional Oversight on December 21, 2023.

Rebid 300 Package Bid

Bids opening was held February 8, 2024

The rebid package did not include the Pro Shop work.

One bid was received from Decima in the amount of \$293,956.00 after the required opening time.

Stantec understands the Township does not intend to award the work due to the bid response being submitted after the bid opening.

Pursuant to the above history, the work is still desired to be executed by the Township. In order to proceed with the work, the Township reached out to two additional contacts to provide pricing.

Northga	ate Construction:				
•	Front 9, Back 9 and Maintenance Shop Restrooms:	\$110,250.00			
•	Pro Shop Restrooms:	\$64,880.00			
The Petersen Companies:					
٠	Front 9, Back 9 and Maintenance Shop Restrooms:	\$345,524.17			
•	Pro Shop Restrooms:	\$142,819.85			

The work is proposed to be executed in two parts under the same contract with Northgate Construction. The total included for the work indicated is as follows:

Part 1

•	Front 9 Renovations (excluding roofing work):	\$34,500.00
•	Back 9 Renovations (excluding roofing work):	\$34,500.00

- Back 9 Renovations (excluding roofing work):
- Front 9 and Back 9 Renovation work (with skylights): \$11,500.00

November 27, 2019 Mr. John Hines, CPRP Page 2 of 2

Reference: Golf Course Toilet Rooms (Front 9 and Back 9), Shop (Maintenance) Toilet Rooms and Men's/Women's Pro Shop Renovation Package - Bids Review

	Total:	\$175,130.00
•	<u>Part 2</u> Pro Shop Men's Restroom Renovations: Pro Shop Women's Restroom Renovations:	\$32,940.00 <u>\$31,940.00</u>
•	Maintenance Restroom Renovations:	\$29,750.00

Stantec also recommends an allowance of \$26,000.00 for unforeseen conditions for a **Total base contact value of \$201,130.00.** Allowances must be processed prior to proceeding with the work proposed.

The schedule indicated is as follows:

- Front 9 and Back 9 Renovations May 20, 2024, through June 7, 2024
- Maintenance Restroom Renovations May 27, 2024, through June 7, 2024
- Pro Shop Restroom Renovations June 10, 2024, through June 28, 2024

Stantec received the provided proposed scope of work from the Township. Stantec has not previously worked with this Contractor. Stantec has review the scope of work indicated in the proposal work scopes and has verified with the considerations known to date that the work is included as indicated in the drawing documentation. As the bids were directly requested by the Township from Northgate, Northgate is deemed the lowest responsive, responsible bidder for the above referenced project (i.e., base bid) in the amount of ONE HUNDRED SEVENTY-FIVE, ONE HUNDRED THIRTY THOUSAND, and 00/100 Dollars (\$175,130.00).

Pending there are no issues with the ability to execute the contracts, bonds, insurance and provide the correct licensing/permitting ability, Stantec takes no exception with Northgate Construction being selected to complete the work indicated.

Should the Township choose to award a contract to Northgate, 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.

undany) Killads

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:
 20240401 300 Exhibit A – Work Order Scopes.pdf

 ws u:\2075154401\specifications from ann arbor\ypsi 300 package/let_hines_package 300_bid_review_20240402.docx



NorthGate Construction, L.L.C. 5751 S. Sheldon Rd. Canton, MI 48188 734-340-3208

Name: Green Oaks	Golf Cl	ub Da	te: <u>3/19/24</u>	
Street: 1775 E. Clark F	Rd	City: <u>Ypsilanti</u>	State:	ZIP: <u>48198</u>
Number:	7343518947	E-Mail:_ <u>jhines@yps</u>	itownship.org	
Inspector: Tim Snyder		Inspector Phone:7	7342620132	

- 1. Prepare the house to have the roof removed, (tarp, etc.) to ensure debris does not damage any siding, shrubs, lawn, etc. Remove all old roofing material to original roof decking, secure any problem areas, remove, and replace any rotten wood decking.
- 2. The first 50' x 1" x 6" boards or 2 4' x 8' sheets of O.S.B. is included. Thereafter, a charge of \$5.00 per foot of 1" x 6" (not fascia) and \$85.00 per each 4' x 8' sheet of O.S.B. will be added to the subtotal. Initial X
- 3. Install commercial grade rubberized ice guard a minimum of 3' up all eaves including valleys, flashing, chimneys, as needed. This provides a weather tight seal that deters water caused from ice dams from penetrating the roofing system.
- Install Full ice guard 4. _____, underlayment on remainder of the roof deck.
- 5. All shingles to be nailed using galvanized, high-wind 1 and 1/4 nails.
- 6. Install _______, drip edge to all rake edges & non-heated eaves.
- 7. Install a high efficiency venting system along all heated eaves. This specialized product is used to create the necessary fresh air intake ventilation you must have to deter mold growth and reduce moisture in insulation, thus making it more energy efficient and creating a healthier, more comfortable environment.
- _4_____ box vents or ______ of low-profile ridge vent system. 8. Install Waterproof guarantee, not just water resistant.
- 9. Install a multiple layer high-wind sealant strip perimeter system on all outside edges.
- 10. Install commercial grade neoprene vent stack collars to all stack pipes to ensure a watertight seal.
- 11. Install closed cut, rubberized multiple layer valley system. We use a SBS granulated roof membrane, not a 90 lb. paper valley.
- 12. Flash and counter flash chimneys and walls where necessary. This process binds the heavy gauge aluminum to the brick and guarantees zero water penetration.
- 13. Install limited LIFETIME MANUFACTURERS WARRANTED <u>IKO Cambridge</u> shingle.
- 14. Contractor is not liable for any resulting damages to concrete or driveways. Initial X
- 15. Contractor is not liable for any chipped, cracked, or rotten wood damage on siding that meets the roof line. Initials X
- 16. Skylights not warranted unless new. Additional work will only be done if in writing. X

Roof Price Before Suppleme <u>Skylight</u> Skylight	ents \$ 11500 \$ 1,000 \$ 1,000	SQUARES LAYERS PITCH6	Additional Information:
DEPOSIT SUBTOTAL	\$ \$ \$	SHINGLE COLOR FLASHING COLOR DRIP COLOR	Pipe Boots <u>1</u> DISH
SUBTOTAL	\$ \$ \$_9500	GUTTERS GUTTER COLOR GUTTER GUARDS	House Garage
ADDED INFO: 3	60 year guarantee.		

Notice of Right to Cancel - You the buyer may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the back of this contract for the notice of cancellation form for an explanation of this right. All supplement dollars due to NorthGate.

_____Date: _____ _____Owners X _____ Owners X

Inspector X_____ Date: _____

Payment Type: <u>Check</u>

TERMS AND CONDITIONS

- 1. ENTIRE AGREEMENT This document states the entire agreement between the Owner and Contractor. NO REPRESENTATION, PROMISES OR WARRANTIES, EXPRESSED OR IMPLIED, HAVE BEEN MADE BY THE OWNERS EXCEPT THOSE OF WHICH ARE STATED IN THIS CONTRACT. This agreement cannot be changed through any conversations between the Owner, Inspector, or Contractor. Any changes must be in writing and signed by the Owner and Contractor, NorthGate Construction, L.L.C., or its Manufacturer, at its sole discretion, upgrade a product of similar or higher quality.
- 2. CANCELLATION Unless this contract was solicited at your home, in which case you should see the cancellation form on this side, this contract may be rescinded or canceled by the buyer/owner no later than 5pm on the business day following the day thereof by giving written notice of rescission to the Contractor or his agent at his place of business given in this contract by depositing a properly addressed certified letter in a United States Post Office or mail box, but if the buyer/owner rescinds after 5pm on the business day following, Owner is still entitled to offer defenses in mitigation of damages and to pursue any rights of action or defenses that arise out of the transaction.
- 3. RESULTANT DAMAGES The Contractor, assumes no liability for any resulting damages to premises or materials located on the premise. Nor shall the Contractor be liable for any damages to trees, shrubs, flowers, grass, concrete, or driveways. The replacement of joists or decking is based on the wood's integrity not appearance or mold growth, there will be an additional charge for this labor and material. We will attach satellite dishes to the best of our ability, but the customer is responsible for all costs to restore service. In the unlikely event of ceiling damage on the interior due to Contractor's negligence, Contractor will patch that area of the home and paint that section only. Contractor assumes no liability for gaps created from going from multiple shingle layers down to one. Contractor assumes no liability for removing previous old tar, cement, or other material to properly flash the wall(s), chimney, or like. Contractor assumes no liability for resulting interior damages including but not limited to drywall cracking, nail pops, paint chips, or pictures falling off walls. Contractor not responsible for gutter guards/ leaf protection that is damaged during roof install that is not removed prior to the roof installation.
- 4. TIME FOR PERFORMANCE It is understood by all parties that time is of the essence for this project, and all work contracted for shall be performed as soon as scheduling, materials, and weather conditions permit. Contractor access to electrical service and running water, 80% of our installations are completed in 1 day.
- 5. STIPULATED DAMAGES If the buyer/owner cancels, rescinds, or otherwise terminates this contract after the expiration of the applicable cancellation period provided for in this contract, the Contractor will incur if the buyer/owner does not allow Contractor to perform this contract. If the buyer/owner breaches this contract, the buyer/owner agrees to pay the liquidated damages, which include 1/3 of the current price, and Contractor's actual cost for any custom ordered products.
- 6. DISPUTE RESOLUTION
 - A. NOTICE Except as to actions for payment of the contract sum, it is an express condition precedent to resorting to any outside dispute resolution process, the buyer/owner to notify Contractor in writing of any issues of concern that has not been satisfactorily resolved. After giving such written notice, Owner and Contractor shall attempt to resolve the issue in good faith.
 - B. MEDIATION Prior to filing an arbitration demand, the Owner and Contractor shall first attempt to resolve the dispute using a mediation service.
 - C. ARBITRATION Any controversy or claim regarding the contract (except for nonpayment of the contract sum) shall be settled by binding arbitration in accordance with the payment of the rules of the Construction Industry Rule of American Arbitration Association. The arbitration award may be entered in a court of competent jurisdiction. Claims seeking payment of the contract sum may be brought either in arbitration or in a court of competent jurisdiction.
 - D. DEFAMATORY Owner agrees not to write, print, speak, post online, or otherwise make defamatory or false remarks about Contractor and/or it's work for our customer unless a violation was issued by the department or found to have merit after arbitration on that issue. Owner agrees that for each defamatory and/or false statement that Owner makes in violation of this provision, Owner will pay Contractor liquidated damages, the sum of \$10,000, plus any reasonable attorney fees and court costs incurred to collect and enforce this agreement.
- 7. BEYOND OUR CONTROL Contractor shall not be responsible for any code violations existing at the time of this contract. Many homes are not square and have rafters that are not equal. These can appear as dips and bows have nothing to do with the roof installation. It is not the Contractor's responsibility nor is it part of its scope of work to change the structure of the home or bring previous code violations up to code. It is the Owners responsibility to remove anything that may dam up or stop the downward flow of water. Gutters are designed to divert water, during heavy downpours, a percentage of rainwater will not be caught by the gutter system. This overflow is expected and standard.
- 8. NOT IN SCOPE OF WORK Contractor does not connect bath vents or kitchen vents. Contractor does not do any interior work when installing skylights. Smoke Detectors, CO2 detectors, and all additional requirements by the city. Any work not listed in scope of work can be added to the scope of work at Owners Expense. Any flashing that is nailed down on the wall side under cladding will not be replaced.
- 9. Contractor accepts no liability whatsoever (past, present, or future) involving any type of mold in your structure, whether your structure has been treated by Contractor or any other company. Furthermore, Contractor does not replace wood due to surface mold unless requested prior to installation. Bathroom vent hoses separate if they become too heavy and are not secured properly. Contractor takes no liability whatsoever if hoses become disconnected. Moreover, Ice damming may still occur and is common with gutter guards.
- 10. Job is complete, and all terms of this contract are complete upon local building official inspection and approval.
- 11. Owner and all signers of this contract shall assume all costs incurred in the collection of this debt, including but not limited to attorney fees, 12% interest, and court cost.
- 12. All contracts must be approved by Northgate Construction, L.L.C. Management before any work is performed.

 NOTICE OF RIGHT TO CANCEL Date of Transaction_	

l (WE)	 _ PHONE:

ADDRESS: ______ CITY: ______ STATE: MI

You may CANCEL this transaction, without penalty or obligation, within THREE BUSINESS DAYS from the above date. If you cancel, any property traded in, any payments made by you under the contract or sales, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the Contractor at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the Contractor regarding the return shipment of the goods at the Owner's expense and risk. If you do make the goods available to the Contractor does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the Contractor, or if you agree to return the goods to the Contractor and fail to do so, you remain liable for performance of all obligations under the contract.

To cancel this transaction, email a signed and dated copy to office@northgate-construction.com or contact NorthGate Construction, L.L.C. and arrangement plan.

3rd Day	
No later than midnight of	Hereinafter called the "Owner", do hereby cancel our written agreement for goods
and or services with NorthGate Construction, L.L.C.	
Owner's Signature:	DATE:

NorthGate Construction, L.L.C. Signature: _____



NORTHGATE CONSTRUCTION

Work Order Agreement

5751 S. She	ldon Rd. Suite A Can	ton, MI 48188 734.	1.340.3208
Name: <u>Green Oaks GC</u>	Pro Shop	's bathroom [Date: <u>3/26/24</u>
Street: <u>1775 E. Clark Rd.</u>	City:	Ypsilanti	Zip: <u>_48198</u>
Phone: <u>734-351-8947</u>	Emai	l:j <u>hines@ypsitov</u>	wnship.org
Work Type: Decks Basem	ent Remodel	X Addition	_ Paint Barn Garage
Siding Fences _	Roofing V	Vindows & Doors	Kitchen & Bath X Other:
Diagram:		Remove existin door was locate Build new ADA Trim, finish and Remove toilets, and flooring. C drain, add new Paint walls and Install new toile Install new toile Install new sink paper towel dis paper dispense bathroom door. Remove drop c and paint. Install 3- 4" ad	Women's Bathroom ng door. Build a new wall where the ol- ted, drywall and finish both sides. A compliant door entrance in hallway. d paint to match current colors. s, partitions, sink, mirror, countertop Cut concrete, cap toilet drains, run new v cement to floor, slope to drain. d tile. Install new tile floor and tile base et and ADA compliant partition. k, new countertop, new mirror, new spenser, new soap dispenser, new toile er and new women's sign on the r. ceiling, frame w/ 2x4's. Drywall, finish djustable CCT canless lights. Install 1 ttery operated light, mounted to the
	*******For Constru	ction Supervisor*****	
Assigned To: Date	Assigned:	Est Comp Date:	: Est Hours:
Contract Price: \$ <u>31,940</u> Deposit: \$ <u>15,970</u>			
Subtotal: \$ <u>15,970</u> Total: \$ <u>31,940</u>			Date: Date:
Payment Type: Finance Cash Notice of Right to Cancel: You the buyer may		-	n the third business day after the date of transaction.

PRICE GIVEN IS THE CASH OR CHECK PRICE. IF PAYING BY CREDIT CARD, PLEASE ADD 10% ADDITIONAL TERMS & CONDITIONS ON BACK. TERMS AND CONDITIONS

- 1. ENTIRE AGREEMENT This document states the entire agreement between the Owner and Contractor. NO REPRESENTATION, PROMISES OR WARRANTIES, EXPRESSED OR IMPLIED, HAVE BEEN MADE BY THE OWNERS EXCEPT THOSE OF WHICH ARE STATED IN THIS CONTRACT. This agreement cannot be changed through any conversations between the Owner, Inspector, or Contractor. Any changes must be in writing and signed by the Owner and Contractor, NorthGate Construction, L.L.C., or its Manufacturer, at its sole discretion, upgrade a product of similar or higher quality.
- 2. CANCELLATION Unless this contract was solicited at your home, in which case you should see the cancellation form on this side, this contract may be rescinded or canceled by the buyer/owner no later than 5pm on the business day following the day thereof by giving written notice of rescission to the Contractor or his agent at his place of business given in this contract by depositing a properly addressed certified letter in a United States Post Office or mail box, but if the buyer/owner rescinds after 5pm on the business day following, Owner is still entitled to offer defenses in mitigation of damages and to pursue any rights of action or defenses that arise out of the transaction.
- 3. RESULTANT DAMAGES The Contractor, assumes no liability for any resulting damages to premises or materials located on the premise. Nor shall the Contractor be liable for any damages to trees, shrubs, flowers, grass, concrete, or driveways. The replacement of joists or decking is based on the wood's integrity not appearance or mold growth, there will be an additional charge for this labor and material. We will attach satellite dishes to the best of our ability, but the customer is responsible for all costs to restore service. In the unlikely event of ceiling damage on the interior due to Contractor's negligence, Contractor will patch that area of the home and paint that section only. Contractor assumes no liability for gaps created from going from multiple shingle layers down to one. Contractor assumes no liability for removing previous old tar, cement, or other material to properly flash the wall(s), chimney, or like. Contractor assumes no liability for seal ways recommends having these replaced by a licensed electrician and or heating and cooling contractor. NGC is not responsible for resulting interior damages including but not limited to drywall cracking, nail pops, paint chips, or pictures falling off walls. Contractor not responsible for gutter guards/ leaf protection that is damaged during roof install that is not removed prior to the roof installation.
- 4. TIME FOR PERFORMANCE It is understood by all parties that time is of the essence for this project, and all work contracted for shall be performed as soon as scheduling, materials, and weather conditions permit. Contractor access to electrical service and running water, 80% of our installations are completed in 1 day.
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 C DISPUTE PESOLUTION
- 6. DISPUTE RESOLUTION
 - A. NOTICE Except as to actions for payment of the contract sum, it is an express condition precedent to resorting to any outside dispute resolution process, the buyer/owner to notify Contractor in writing of any issues of concern that has not been satisfactorily resolved. After giving such written notice, Owner and Contractor shall attempt to resolve the issue in good faith.
 - B. MEDIATION Prior to filing an arbitration demand, the Owner and Contractor shall first attempt to resolve the dispute using a mediation service.
 - C. ARBITRATION Any controversy or claim regarding the contract (except for nonpayment of the contract sum) shall be settled by binding arbitration in accordance with the payment of the rules of the Construction Industry Rule of American Arbitration Association. The arbitration award may be entered in a court of competent jurisdiction. Claims seeking payment of the contract sum may be brought either in arbitration or in a court of competent jurisdiction.
 - D. DEFAMATORY Owner agrees not to write, print, speak, post online, or otherwise make defamatory or false remarks about Contractor and/or it's work for our customer unless a violation was issued by the department or found to have merit after arbitration on that issue. Owner agrees that for each defamatory and/or false statement that Owner makes in violation of this provision, Owner will pay Contractor liquidated damages, the sum of \$10,000, plus any reasonable attorney fees and court costs incurred to collect and enforce this agreement.
- 7. **BEYOND OUR CONTROL** Contractor shall not be responsible for any code violations existing at the time of this contract. Many homes are not square and have rafters that are not equal. These can appear as dips and bows have nothing to do with the roof installation. It is not the Contractor's responsibility nor is it part of its scope of work to change the structure of the home or bring previous code violations up to code. It is the Owners responsibility to remove anything that may dam up or stop the downward flow of water. Gutters are designed to divert water, during heavy downpours, a percentage of rainwater will not be caught by the gutter system. This overflow is expected and standard.
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- 11. Owner and all signers of this contract shall assume all costs incurred in the collection of this debt, including but not limited to attorney fees, 12% interest, and court cost.

12. All contracts must be approved by Northgate Construction, L.L.C. Management before any work is performed.

NOTICE OF RIGHT TO CANCEL Date of Transaction_____ I (WE)

	PHONE:
ADDRESS:	CITY:
STATE MI	

You may CANCEL this transaction, without penalty or obligation, within THREE BUSINESS DAYS from the above date. If you cancel, any property traded in, any payments made by you under the contract or sales, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the Contractor at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the Contractor regarding the return shipment of the goods at the Owner's expense and risk. If you do make the goods available to the Contractor and the Contractor does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the Contractor and fail to do so, you remain liable for performance of all obligations under the contract.

To cancel this transaction, email a signed and dated copy to <u>office@northgate-construction.com</u> or contact NorthGate Construction, L.L.C. and arrangement plan.

No later than midnight of _______ Hereinafter called the "Owner", do hereby cancel our written agreement for goods and or services with NorthGate Construction, L.L.C.

Owner's Signature: ____

NorthGate Construction, L.L.C. Signature: ____

_ DATE: _____

DATE:



NORTHGATE CONSTRUCTION

Work Order Agreement

5751 S. Shela	lon Rd. Suite A Cant	ton, MI 48188 734.	340.3208	
Name: <u>Green Oaks GC</u>	Front 9 ba	athroomC	Date: <u>3/13/24</u>	
Street: <u>1775 E. Clark Rd.</u>	City:	Ypsilanti	Zip: <u>48198</u>	
Phone: <u>734-351-8947</u>	Emai	l:j <u>hines@ypsitov</u>	wnship.org	
Work Type: Decks Basemen	nt Remodel	X Addition	Paint Barn	Garage
Siding Fences	Roofing W	Vindows & Doors	Kitchen & Bath	Other: _ X
Diagram:		Remove and re Sinks will be sta Install new part met. Paint exterior, s removal as requ same style. Toilets will be c Replace mirrors dispensers and bars in each ba Add restroom c Remove and re Replace all glas security film ov New gutters an Remove concre and pour new c	-	nercial grade. irements can be the concrete ith new and compliant. aper towel add 3 ADA grab walls. vare. ed glass and ne building, form
	********For Constru	ction Supervisor*****	****	
Assigned To: Date A	ssigned:	Est Comp Date:	Est Hour	ſS:
Contract Price: \$ <u>\$34,500</u> Deposit: \$ <u>17,250</u> Subtotal: \$ <u>17,250</u> Total: \$ <u>34,500</u>	Owner X:		Date	e: e: re:
Payment Type: Finance Cash/C Notice of Right to Cancel: You the buyer may ca	Check Credit Carc	-		e date of transaction.

PRICE GIVEN IS THE CASH OR CHECK PRICE. IF PAYING BY CREDIT CARD, PLEASE ADD 10% ADDITIONAL TERMS & CONDITIONS ON BACK. TERMS AND CONDITIONS

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- 2. CANCELLATION Unless this contract was solicited at your home, in which case you should see the cancellation form on this side, this contract may be rescinded or canceled by the buyer/owner no later than 5pm on the business day following the day thereof by giving written notice of rescission to the Contractor or his agent at his place of business given in this contract by depositing a properly addressed certified letter in a United States Post Office or mail box, but if the buyer/owner rescinds after 5pm on the business day following, Owner is still entitled to offer defenses in mitigation of damages and to pursue any rights of action or defenses that arise out of the transaction.
- 3. RESULTANT DAMAGES The Contractor, assumes no liability for any resulting damages to premises or materials located on the premise. Nor shall the Contractor be liable for any damages to trees, shrubs, flowers, grass, concrete, or driveways. The replacement of joists or decking is based on the wood's integrity not appearance or mold growth, there will be an additional charge for this labor and material. We will attach satellite dishes to the best of our ability, but the customer is responsible for all costs to restore service. In the unlikely event of ceiling damage on the interior due to Contractor's negligence, Contractor will patch that area of the home and paint that section only. Contractor assumes no liability for gaps created from going from multiple shingle layers down to one. Contractor assumes no liability for removing previous old tar, cement, or other material to properly flash the wall(s), chimney, or like. Contractor assumes no liability for seal ways recommends having these replaced by a licensed electrician and or heating and cooling contractor. NGC is not responsible for resulting interior damages including but not limited to drywall cracking, nail pops, paint chips, or pictures falling off walls. Contractor not responsible for gutter guards/ leaf protection that is damaged during roof install that is not removed prior to the roof installation.
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	PHONE:
ADDRESS:	CITY:
STATE MI	

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If you cancel, you must make available to the Contractor at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the Contractor regarding the return shipment of the goods at the Owner's expense and risk. If you do make the goods available to the Contractor and the Contractor does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the Contractor and fail to do so, you remain liable for performance of all obligations under the contract.

To cancel this transaction, email a signed and dated copy to <u>office@northgate-construction.com</u> or contact NorthGate Construction, L.L.C. and arrangement plan.

No later than midnight of _______ Hereinafter called the "Owner", do hereby cancel our written agreement for goods and or services with NorthGate Construction, L.L.C.

Owner's Signature: ____

NorthGate Construction, L.L.C. Signature: ____

_ DATE: _____

DATE:



NORTHGATE CONSTRUCTION

Work Order Agreement

5751 S. Sheld	on Rd. Suite A Canto	on, MI 48188 734.340.3208
Name: <u>Green Oaks GC</u>	Back 9 bat	throom Date: <u>3/19/34</u>
Street: <u>1775 E. Clark Rd.</u>	City:	Ypsilanti Zip: <u>48198</u>
Phone: 734-351-8917	Email:	:jhines@ypsitownship.org
	-	Addition Paint Barn Garage /indows & Doors Kitchen & Bath Other: _X
Diagram:		Description: Scrape, paint and epoxy floors. Remove and replace sinks and toilets Install new partitions only if ADA requirements can be met. Paint interior and exterior, shore the pillars while concrete is being replaced, replace pillars with new and same style. Toilets will be commercial grade ADA compliant Replace mirrors, trash receptacles, paper towel dispensers and toilet paper holders. Add 3 ADA grab bars in each bathroom. Add restroom designation signs Remove and install new doors, lock and hardware. Replace all glass blocks with tempered glass and security film over glass. New gutters and downspouts Remove concrete walkways around the building, form and pour new concrete to specs. Remove old drinking fountain and hosebibs.
	********For Construc	ction Supervisor********
Assigned To: Date As	ssigned:	Est Comp Date: Est Hours:
Contract Price: \$ <u>34,500</u> Deposit: \$ <u>17,250</u> Subtotal: \$ <u>17,250</u> Total: \$ <u>34,500</u>	Owner X:	Date: Date: Date:
	-	I Other:

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	PHONE:
ADDRESS:	CITY:
STATE MI	

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Owner's Signature: ____

NorthGate Construction, L.L.C. Signature: ____

_ DATE: _____

DATE:



NORTHGATE CONSTRUCTION

Work Order Agreement

5751 S. Shela	on Rd. Suite A Can	ton, MI 48188 734.340.32	208
Name: <u>Green Oaks GC</u>	Maintena	nbathrooms Date: <u>;</u>	3/19/24
Street: <u>1775 E. Clark Rd.</u>	City:	<u>Ypsilanti</u>	Zip: <u>48198</u>
Phone: <u>734-351-8947</u>	Emai	l:j <u>hines@ypsitownshi</u>	p.org
Work Type: Decks Basemen	nt Remodel	X Addition Paint	t Barn Garage
Siding Fences	Roofing V	Vindows & Doors Ki	itchen & Bath X Other: X
Diagram:		Remove and install ur Remove and install sin and paper towel disper Prep and paint, floor, in notes. In women's bathroom Remove shower. Inst faucets. Remove and install AI Remove and install sin and paper towel disper Prep and paint, floor, in notes.	nower surround. DA toilet with partition and door. inal and partition wall. nk, mirror, toilet paper holder enser. walls and entry door, per finish , tall large utility sink with 2 DA toilet with partition and door. nk, mirror, toilet paper holder enser. walls and entry door, per finish ceiling and ceiling elements from
	********For Constru	ction Supervisor********	
Assigned To: Date A	ssigned:	Est Comp Date:	Est Hours:
Contract Price: \$ <u>29,750</u> Deposit: \$ <u>14,875</u> Subtotal: \$ <u>14,875</u> Total: \$ <u>29,750</u>	Owner X:		Date:
Payment Type: Finance Cash/C Notice of Right to Cancel: You the buyer may ca	-	d Other:	business day after the date of transaction.

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Owner's Signature: ____

NorthGate Construction, L.L.C. Signature: ____

_ DATE: _____

DATE:



NORTHGATE CONSTRUCTION

Remove ceiling tile, frame w/ 2x4's, install 4-4" adjustable CCT canless lights and 1 emergency wall

Work Order Agreement

5751 S. Sheldon Rd. Suite A Can	ton, MI 48188 734.340.3208
Name: Green Oaks GC Pro Shop	Bathroom M_Date: <u>3/26/24</u>
Street: <u>1775 E. Clark Rd.</u> City	: <u>Ypsilanti</u> Zip: <u>48198</u>
Phone: <u>734-351-8947</u> Emai	il:jhines@ypsitownship.org
	X Addition Paint Barn Garage Mindows & Doors Kitchen & Bath X Other: X
Diagram: Add \$16,000 allowance for plumbing as we don't know the condition of the pipes underground, in case we have to replace plumbing and concrete.	Description: Men's BathroomRemove existing door and make ADA compliant opening. Move men's door down the hall and build new door frame, drywall and finish above door. Paint

	mounted light, drywall ceiling, finish and paint to match.
*****	**For Construction Supervisor ********
Assigned To: Date Assigned	Est Comp Date: Est Hours:
Deposit: \$ <u>16,473</u> Own Subtotal: \$ <u>16,473</u> Own	TelDate:
Payment Type: Finance Cash/Check	Credit Card Other:

AUTHORIZATIONS AND BIDS

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



Trustees John Newman II Gloria Peterson Debbie Swanson Ryan Hunter

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Michael Saranen, Operation Manager

Date: April 10, 2024

Subject: Request to Approve Ballard Marine Construction Sluice Gate Inspection Project for the Hydro Station in the amount of \$ 322,500.00 to be charged to 101.902.981.110.

At the April 4th, 2023, Board meeting, the Board approved going out to bid on a Hydro Station project that included concrete repairs and inspection of the sluice gates. Bid prices came back to high and were rejected in June 2023. The scope of work was split up, putting priority on the sluice gate inspection.

The revised Scope of Work went out to bid and on April 10, 2024, the Township held bid opening for the project, we received 5 proposals for the scope of work.

- Alltech Engineering \$ 459,530.00
- Ballard \$ 322,500.00
- Brennan \$ 605,400.00
- Davis Construction \$ 840,074.00
- M-K Construction \$1,871,000.00

Based on the review done by Barr Engineering, it is the recommendation to accept the proposal from Ballard Marine Construction for the project in the amount of \$322,500.00 and is using funds that were received from ARPA and is budgeted in line item # 101.902.981.110.

Please place this on the March 16th Broad Agenda under "Authorization and Bids".



April 10, 2024

Michael Saranen Hydro Operations Manager Charter Township of Ypsilanti 7200 S. Huron River Dr. Ypsilanti, MI 48197

Re: Review of Bids for Ford Lake Dam Bulkhead Fabrication, Placement and Removal

Dear Michael:

Barr Engineering Co. has reviewed the bids for the Ford Lake Dam Bulkhead Fabrication, Placement and Removal Project, for which bids were received on April 2, 2024. Ballard Marine Construction (Ballard) submitted a bid of **\$322,500.00**, which was the low bid. Acknowledgement of addenda; signing of the bid and Non-Iran Linked Business Certification; and submittal of the bid bond, Qualifications of Bidders, and a high-level work plan and schedule indicates Ballard is a responsive bidder. Our previous experience working with Ballard on successful infrastructure projects indicate they are a responsible bidder. As the lowest, responsive and responsible bidder, we are unaware of any reason the Charter Township of Ypsilanti should not accept their bid.

If you have any questions, please contact me (734-922-4437; <u>dhibbs@barr.com</u> or Tor Hansen 952-832-2758; <u>thansen@barr.com</u>).

Sincerely,

Daid All

David Hibbs, PE

Attachments:

Bid Summary

Ford Lake Dam - Bulkhead Fabrication, Installation and Removal Owner: Ypsilanti Township, MI Bid opening: 04/02/2024 10:00 AM EDT

	Alltech Engineering Corp	Ballard Marine Construction	Davis Construction, Inc.	J.F. Brennan Company, Inc.	M-K Construction Co., Inc.
Bid Price	\$459,530.00	\$322,500.00	\$840,074.00	\$605,400.00	\$1,871,000.00

A Proposal Prepared For:

Ford Lake Dam Bulkhead Fabrication, Placement & Removal

Charter Township of Ypsilanti

Bid Date: 4/2/2024

Prepared By: Ballard Marine Construction Caleb Stanley Caleb.stanley@ballardmc.com 360.605.3008

CONFIDENTIALITY

This proposal, including pricing, contains confidential and proprietary information and shall not be duplicated, used or disclosed – in whole or in part – for any purpose other than to evaluate this proposal for the specific project named above. The proposal and the information contained herein may be shared with Client's customer, employees, consultants and agents only to the extent such entities and individuals have a need to know such information in connection with the Project and have been informed of the confidential and proprietary nature of the information. Client shall take all reasonable precautions to prevent disclosure of confidential and proprietary information to any other person or entity. In the event Client or third party uses any information in this proposal for purposes other than as stated above, Ballard Marine shall not be liable in any way relating to such use.





4/2/2024

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

RE: Ford Lake Dam Bulkhead Fabrication, Placement & Removal

Dear Heather Jarrell Roe,

Ballard Marine Construction (Ballard) appreciates the opportunity to submit our proposal for the Ford Lake Dam Bulkhead Fabrication, Placement & Removal project, as per your requested scope of work. Ballard personnel will comply with all local, state and federal rules and regulations applicable to performance of our services.

Ballard looks forward to working with you on this project. Should additional information be required, or if I may be of further assistance, please do not hesitate to contact me.

Respectfully Submitted,

Ballard Marine Construction Caleb Stanley 360.587.4619 | Caleb.stanley@ballardmc.com

Bid Form

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

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

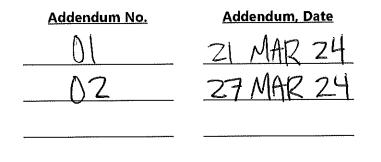
1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance 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 60 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:



- 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 (except Underground Facilities) 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, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; 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 anything 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

Charter Township of Ypsilanti

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 e 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):

Lump Sum Bid Price	\$ 32	22,500.00

ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 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 in the form of a bid bond in the amount of 5 percent of the total price;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. A description of Bidder's project experience of at least 3 similar projects completed in the past five years.
 - F. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - G. Contractor's License No.: NA
 - H. Required Bidder Qualification Statement with supporting data;
 - I. Non-Iran Linked Business Certification; and
 - J. High level work plan, as specified on DWG. No. S-02 Note 1.0 General E. Submittals

Charter Township of Ypsilanti

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]

Ballard	Marine Construction, LLC
By: [Signature]	they any
[Printed name] (If Bidder is a corporat of authority to sign.)	TONY RAPITAEL ion, a limited liability company, a partnership, or a joint venture, attach evidence
Attest: [Signature]	
[Printed name]	
Title:	AREA MANAGER
Submittal Date:	OF APRIL 2024
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WASINU	CAL W4 98761
Telephone Number:	866 782 6750
Fax Number:	
Contact Name and e-	
	tony, raphaele BullaidMc. com
Bidder's License No.:	E9100R
	(where applicable)
Charter Township of Y	psilanti Bio

Ford Lake Dam Bulkhead Fabrication, Installation and Removal

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NOTE: The authorities listed below a	e separated by Approval Authority (A) a	and Signature /	Authority (S). It	is assumed that	if you are out	horized to App	rove, you are al	so authroized t	o sign, but not ti	ie other way, u	niess otherwise	noted.				
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agreement of any kind. It is the responsibility	omnitment on behalf of the campany requires o of all executive, management and other smalls	vecs with approv	ol or slooing autoc	utty to obtain man	latory CRI neview	e of all contracts of	oareements befo	re the contract or	opreement is excar	ed or otherwise b	comes binding.		na se esta en la composita en Esta esta esta esta esta esta esta esta e			<u>,</u>
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Bid Bond

▲IA Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address) BALLARD MARINE CONSTRUCTION, LLC 727 S. 27th Street Washougal, WA 98671

OWNER:

(Name, legal status and address) CHARTER TOWNSHIP OF YPSILANTI

7200 South Huron River Drive, Ypsilanti, MI 48197

BOND AMOUNT: Five Percent of Amount bid (5% of Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any) Ford Lake Dam Bulkhead Fabrication, Installation and Removal

SURETY:

(Name, legal status and principal place of business)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA One Tower Square Hartford, CT 06183

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.

> * AJIR State and a state of the state

Project Number, if any:

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 RUCTION provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so PLAS 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	22nd d	ay of March, 2024		RINE	AL AL
Witness)	25	(Pringin (Title), TRAVELER (Surety)	MARINE CONSTRUCTION a) She Hey Wage Ma s CASUALTY AND SURETY C MMMA AU Barbara Pannier, Attorney in	nn, Secretavij	Seal)
AIA Document A310™ – 2010. C	opyright © 1963, 1970	and 2010 by The American Instit	ute of Architects. All rights res	served.	NOINON S



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Barbara Pannier of ST LOUIS , Missouri , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.

guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.



State of Connecticut

City of Hartford ss.

Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

Bv:

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026

OTARY -041 PUBLIC Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company'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 or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 22nd day of Marchy, M 2024



Kan E. Hughen Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

List of Subcontractors

Your Traffic Control - Traffic Control TBD - Seeding and Mulching

List of Suppliers

A1 Fabrication - D/S Bulkheads Hennig Gasket & Seals - Gaskets and Seals

Project References

.



CROSS DAM DOWNSTREAM TOE REPAIRS

PROJECT DESCRIPTION

Cross Dam was experiencing some sever scouring and toe erosion issues that required repairs of grout and reinforced concrete. Ballard performed the scope of work in two phases to allow the dam spillway to pass limited flow conditions.

Phase One include installation of an access road to allow for mobilization and equipment usage. Once installation of the access road was completed, underwater repairs commenced along the western half of the dam face. Repair work included cementitious underwater grout and batched concrete. For Phase Two, Ballard performed the same repair work on the eastern half of the dam. This work required the installation of rock anchors, custom form work, and reinforcing bar.

While performing the underwater concrete repair pour, it was noticed that there was a seepage issue in the existing concrete. This seepage was washing away the new concrete and a field repair design was required. Ballard installed some piping at the seepage location to divert the flow and poured concrete over the pipe. This allowed the repair concrete to set and the seepage to divert through without causing more damage.

SERVICES PROVIDED:

- Barge Construction
- Concrete Repairs
- Condition Assessment Rating
- Critical Crane Lifts
- Diver Assisted Dredging
- Rock Removal
- Surface Supplied Air Diving
- Survey
- Turbidity Boom
- Underwater Inspection, Concrete Pour, Cutting/Welding, Drilling, Dredging, Excavation, Grout Pour, and Structure Measurements

DIVER DEPTH:

20ft.

OWNER REFERENCE:

Brookfield Renewable Partners, L.P. Kayla Pocquette - 207.440.4619 kayla.pocquette@brookfieldrenewable.com

LUCATION

Berlin, NH CONTRACT AMOUNT:

\$1,247,226

BONDING COMPANY:

N/A - No bond required **PERIOD OF PERFORMANCE:** 08-11/2018, 07-08/2019





VERMILION DAM RADIAL GATE REHABILITATION

PROJECT DESCRIPTION

Lake Vermilion Dam is a high-hazard, water supply dam owned and operated by Aqua Illinois. Built in 1925, the dam consists of: an earth embankment with a concrete core wall; a gated concrete spillway section with ten radial gates; a non-overflow concrete section; and an upper-level trash gate.

Serious gate deficiencies, including fractures in the gate anchors and pervasive section loss and corrosion on the skin plate and secondary gate members, were noted during routine dam safety inspection and evaluation. Replacement of the gates was recommended from Aqua's consultant including a prioritized replacement sequence.

During the Early Contractor Involvement phase, Ballard worked alongside Aqua and the Designer to collaborate on the design and construction sequencing. During this time, Ballard was able to provide all the means and methods to performing the work along with cost details for each phase. Ballard provided solutions during the construction sequencing planning to limit impact to the public and the surrounding homeowners.

The Ballard-Traylor Joint Venture (comprised of Ballard Marine Construction and Traylor Bros., Inc.) was subsequently contracted to replace the ten tainter gates and replace and install a new dam bridge deck. The main challenge associated with this project is dam safety while rehabilitating the aging infrastructure. While removing the bridge deck, the dam pier heads were vulnerable for seismic shifting or alignment issues. To counter the issue, the team installed forty-ton ballast blocks between each pier head on the upstream side of the dam. Alignment issues were also a concern as the gates share trunnions, leaving little alignment tolerance. Additional challenges include public impact, environmental control in dealing with potable water, weather constraints.

SERVICES PROVIDED:

- Bulkhead Construction
- Concrete Repairs
- Critical Crane Lifts
- Demolition
- Heavy Lift Crane Operations
- Surface Supplied Air Diving
- Survey
- Underwater Inspection, Concrete Pours, Cutting/Welding, Drilling, Grout Pour, Leak Detection, and Structure Measurements

DIVER DEPTH:

20ft.

OWNER REFERENCE:

Aqua Illinois Bob Ervin - 217.304.3498 reervin@aquaamerica.com

LOCATION:

Danville, IL

CONTRACT AMOUNT:

\$14.4M

BONDING COMPANY:

Travelers Casualty and Surety Co. of America **PERIOD OF PERFORMANCE:** 12/2018 - 07/2020





TIGER CREEK AFTERBAY DAM

PROJECT DESCRIPTION

The Tiger Creek Afterbay Dam is a 120-foot high, 448-foot-long variable radius concrete arch dam 2350' above sea level with a gate overpour spillway. The dam contains a low-level outlet (LLO) discharge pipe at the base of the dam that required inspection, sediment and debris removal, and replacement.

The dam reservoir has limited access via highway, prohibiting easy equipment mobilization by water and required a unique equipment selection to perform deep water sediment removal. Dredging at a depth of 92 feet commenced, filling three barges a day, utilizing a fixed-arm excavator with a 360-degree rotating enclosed environmental bucket and GPS system. Dive inspections concluded the first phase, providing a detailed overlay of the underwater dredged area as well as the LLO.

The new LLO gate and actuator was designed and fabricated offsite based on the as-built dive inspection performed by Ballard. Ballard remobilized to the site and used a single crane barge for this evolution of the project. Ballard had a third party Naval Architect size and design the barge based on the worst case environmental loading criteria and the largest lift possible. An engineered and stamped mooring and stability analysis was provided including the calculation package. The LLO was sealed on the downstream side to allow safe access for the divers and the old LLO gate removed. An adapter plate was anchored to the wall, gate mounted, and actuator stem run to the top of the dam. The gate was tested and commissioned under full head using cameras to watch the successful operation.

Mechanical issues and turbidity spikes, as well as woody and rocky debris, created challenges, but communication with the owner and prompt action allowed for resolutions in a timely manner. Approximately 27,000 cubic yards of sediment and debris was removed from within the dredge prism, which exposed the LLO gate for inspection access.

Ballard worked closely with the owners and engineers through and ECI phase to

SERVICES PROVIDED:

- 3D Mapping
- AUV (multi-beam and side scan)
- Barge Construction
- Concrete Coring
- Critical Crane Lifts
- Demolition
- Heavy Lift Crane Operations
- High Resolution Multi-Beam Imaging
- Mechanical Dredging
- Surface Supplied Air Diving
- Turbidity Boom
- Underwater Inspection, Cutting/ Welding, Drilling, and Excavation

DIVER DEPTH:

85ft.

OWNER REFERENCE:

Pacific Gas & Electric Chirag Mehta - 530.889.6455 cdmu@pge.com

LOCATION:

Pioneer, CA

CONTRACT AMOUNT: \$9.6M

D.UNI

BONDING COMPANY:

N/A - No bond required

PERIOD OF PERFORMANCE:

07/2019 - 12/2019



Authority to Do Business



Lansing, Michigan

This is to Certify That

BALLARD MARINE CONSTRUCTION, LLC

a limited liability company existing under the laws of the State of DELAWARE was validly authorized to transact business in Michigan under the qualifying assumed name of

BALLARD MARINE, LLC

the 16th day of June, 2017, in conformity 1993 PA 23.

The company is hereby authorized to transact in this state any business of the character set forth in its application which a domestic company formed under this act may lawfully conduct. This authority shall continue as long as the company retains its authority to transact business in the jurisdiction of its organization; its authority to transact business in this state has not been withdrawn.

Pursuant to the provisions of 1993 PA 23, MCL 450.4204(3), the company shall use the assumed name in all its dealings with this Department and in the transaction of business in this state.

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



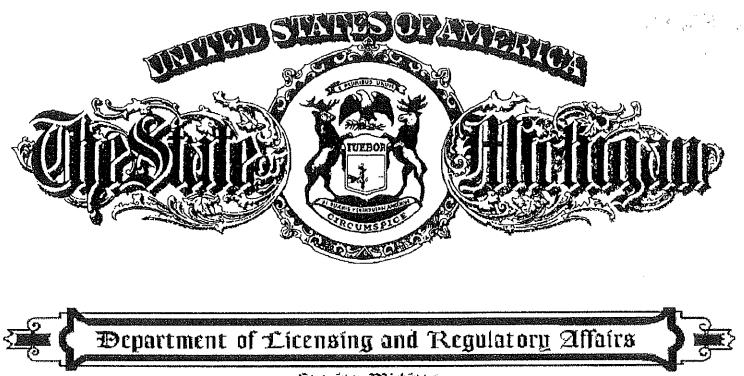
Sent by Facsimile Transmission

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 16th day of June, 2017.

Julia Dale

Iulia Dala Director





Lansing, Michigan

This is to Certify that the annexed copy has been compared by me with the record on file in this Department and that the same is a true copy thereof.

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 Facsimile Transmission

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 16th day of June, 2017

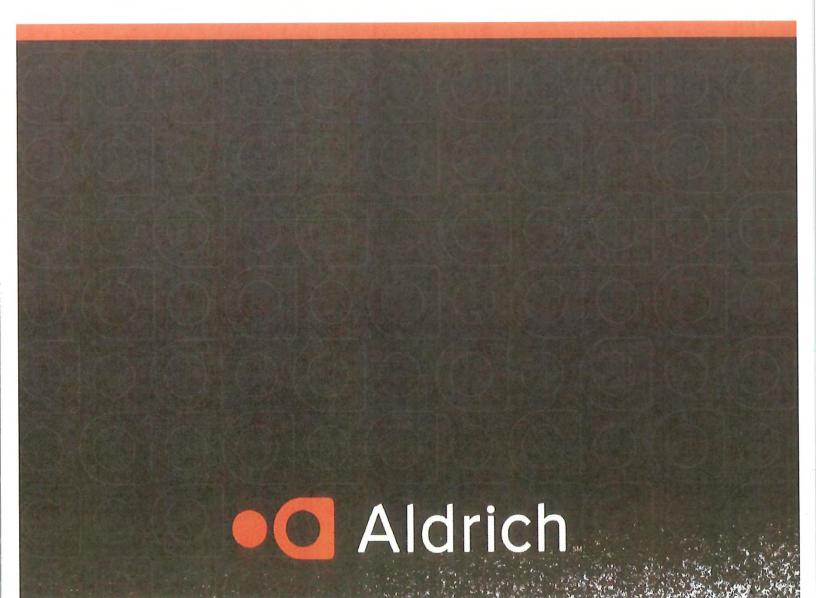
Julia Dale

Bidder Qualifications



Combined Financial Statements

Year Ended December 31, 2021



Combined Financial Statements

Year Ended December 31, 2021

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Notes to Combined Financial Statements	7





Aldrich CPAs * Advisors LLP 680 Hawthorne Ave SE #140 Salem, Oregon 97301

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors Ballard Marine Construction Washougal, Washington

Opinion

We have audited the accompanying combined financial statements of Ballard Marine Construction, Inc. and Ballard Marine Construction, LLC and Subsidiaries (the Companies), which are comprised of the combined balance sheet as of December 31, 2021, and the related combined statements of income, changes in owners' equity, and cash flows for the year then ended, and the related notes to the combined financial statements.

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the combined financial position of the Companies as of December 31, 2021, and the results of their operations and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Companies and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of combined financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the combined financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Companies' ability to continue as a going concern within one year after the date that the combined financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the combined financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the combined financial statements.

INDEPENDENT AUDITOR'S REPORT, CONTINUED

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Idontify and assess the risks of material misstatement of the combined financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the combined financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that
 are appropriate in the circumstances, but not for the purpose of expressing an opinion on the
 effectiveness of the Companies' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the combined financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that
 raise substantial doubt about the Companies' ability to continue as a going concern for a reasonable
 period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Aldrich CPAs + Adrisons LLP

Salem, Oregon May 12, 2022

Combined Balance Sheet

December 31, 2021

ASSETS Current Assets: 3,890,411 \$ Cash 24,378,014 Receivables 498,271 Prepaid expenses and deposits 1,613,570 Current portion note receivable, related party 5,201,477 Contract assets 35,581,743 **Total Current Assets** 683,521 Investment in Joint Venture 12,437,704 Property and Equipment, net 1,613,570 Note Receivable Related Party, net current portion \$ 50,316,538 LIABILITIES AND EQUITY Current Liabilities: 479,203 \$ Line of credit 2,679,244 Cash overdrafts 3,389,280 Accounts payable 2,534,472 Related party payable 1,265,204 Accrued expenses 1,253,963 Current portion of long-term debt 3,646,734 Contract liability 15,248,100 **Total Current Liabilities** 1,005,668 Other Long-Term Liabilities 5,611,417 Long-Term Debt, net of current portion 21,865,185 **Total Liabilities Owners' Equity:** 1,550,981 Common stock, no par value, Ballard Marine Construction, Inc. 7,551,684 Retained earnings, Ballard Marine Construction, Inc. 19,272,850 Members' equity, Ballard Marine Construction, LLC 28,375,515 Total Ballard Marine Construction Owners' Equity 75,838 Noncontrolling interest 28,451,353 **Total Owners' Equity** 50,316,538

Combined Statement of Income

Year Ended December 31, 2021

Contract Revenues	\$	80,492,716
Contract Costs		68,112,040
Gross Profit		12,380,676
General and Administrative Expenses Gain on Sale of Property and Equipment		7,475,661 (169,314)
Income from Operations		5,074,329
Other (Income) Expense:		
Interest income		(157,403)
Interest expense		321,041
Other expense		192,011
Total Other Expense		355,649
Net Income Before Noncontrolling Interest		4,718,680
Net Loss Attributable to Noncontrolling Interest	. <u> </u>	28,869
Net Income Attributable to Ballard Marine Construction	\$_	4,747,549

Combined Statement of Changes in Owners' Equity

Year Ended December 31, 2021

		Ballard Marine C	Construction,	Inc	2.	,			
		Common Stock					Ballard Marine		
	Shares Authorized	Issued and Outstanding	Amount		Retained Earnings		Construction,	1	Noncontrolling Interest
Balance, December 31, 2020	100,000	52,632 \$	1,550,981	\$	8,618,496	\$	21,065,444	\$	104,707
Net income (loss)	-	-	-		1,324,944		3,422,605		(28,869)
Distributions					(2,391,756)	-	(5,215,199)	-	
Balance, December 31, 2021	100,000	52,632\$	1,550,981	\$	7,551,684	\$	19,272,850	\$	75,838

~

Combined Statement of Cash Flows

Year Ended December 31, 2021

Net income\$4,747,549Adjustments to reconcile net income to net cash provided by operating activities: Noncontrolling interest in net income(28,869)Nat income from joint venture(121,021)Depreciation1,894,117Gain on sale of property and equipment(169,314)Changes in operating assets and liabilities: Accounts receivable10,479,212Prepaid expenses and deposits(46,270)Contract assets(3,398,921)Cash overdrafts2,679,244Accounts payable(8,117,162)Accrued expenses and other long-term liabilities(850,651)Contract liability	Cash Flows from Operating Activities:		
provided by operating activities:(28,869)Net income from joint venture(121,021)Depreciation1,984,117Gain on sale of property and equipment(169,314)Changes in operating assets and liabilities:(46,270)Accounts receivable(46,270)Contract assets(3,398,921)Cash overdrafts2,679,244Accounts payable(8,117,162)Accounts payable(8,117,162)Contract assets(398,921)Cash overdrafts2,679,244Accounts payable(8,117,162)Accrued expenses and other long-term liabilities(850,651)Contract liability891,584Net Cash Provided by Operating Activities(562,500)Collections on note receivable, related party(562,500)Collections on note receivable, related party(1,127,333)Proceeds from sale of property and equipment(7,233)Net Cash Used by Investing Activities:(1,903,961)Cash Flows from Financing Activities:(1,203,872)Net borrowings on line of credit479,203Proceeds from long-term debt(1,235,707)Principal payments on long-term debt(1,235,707)Principal payments on long-term debt(1,235,707)Net Cash Used by Financing Activities(6,977,917)Net Cash Used by Financing Activities(6,977,917)Net Cash Used by Financing Activities(922,380)Cash, beginning(3,88,921)Cash, ending\$3,880,411Cash, ending\$3,880,411	Net income	\$	4,747,549
Noncontrolling interest in net income(28,869)Net income from joint venture(121,021)Depreciation1,894,117Gain on sale of property and equipment(169,314)Changes in operating assets and liabilities:(169,314)Accounts receivable10,479,212Prepaid expenses and deposits(46,270)Contract assets(3,398,921)Cash overdrafts2,679,244Accounts payable(8,117,162)Accrued expenses and other long-term liabilities:(860,651)Contract liability891,584Net Cash Provided by Operating Activities7,959,498Cash Flows from Investing Activities:1,613,571Investment In joint venture(562,500)Collections on note receivable, related party1,613,571Purchases of property and equipment172,301Net Cash Used by Investing Activities:(1,903,961)Cash Flows from Financing Activities:(1,903,961)Cash Flows from Financing Activities:(1,903,961)Cash Show form Integrity and equipment172,301Net Cash Used by Investing Activities(1,235,872)Distributions to owners(7,606,955)Net Cash Used by Financing Activities(6,977,917)Net Cash Used by Financing Activities(922,380)Cash, beginning4,812,791Cash, ending\$ 3,880,411	Adjustments to reconcile net income to net cash		
Net income from joint venture(121,021)Depreciation1,894,117Gain on sale of property and equipment(169,314)Changes in operating assets and liabilities:(169,314)Accounts receivable10,479,212Prepaid expenses and deposits(46,270)Contract assets(3,398,921)Cash overdrafts2,679,244Accounts payable(8,117,162)Accrued expenses and other long-term liabilities(86,0551)Contract liability891,584Net Cash Provided by Operating Activities7,959,498Cash rowided by Operating Activities7,959,498Cash Provided by Operating Activities(562,500)Collections on note receivable, related party1,613,571Purchases of property and equipment(3,127,333)Proceeds from sale of property and equipment(1,903,981)Cash Flows from Financing Activities:(1,903,981)Cash Flows from Financing Activities:(1,903,981)Cash Flows from Financing Activities:(1,903,981)Cash Flows from Financing Activities:(1,23,702)Net Cash Used by Financing Activities(1,23,6707Principal payments on long-term debt(1,23,6707Principal payments on long-term debt(1,23,6707Net Cash Used by Financing Activities(6,977,917)Net Cash Used by Financing Activities(6,977,917)Net Change in Cash(922,380)Cash, beginning4,812,791Cash, ending\$ 3,880,411Cash, ending\$ 3,880,411Cash, ending			
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Prepaid expenses and deposits(46,270)Prepaid expenses and deposits(3,398,921)Cash overdrafts2,679,244Accounts payable(8,117,162)Accrued expenses and other long-term liabilities(850,651)Contract liability891,584Net Cash Provided by Operating Activities7,959,498Cash Flows from Investing Activities:(562,500)Collections on note receivable, related party1,613,571Purchases of property and equipment(3,127,333)Proceeds from sale of property and equipment172,301Net Cash Used by Investing Activities:(1,903,961)Cash Flows from Financing Activities:(1,235,872)Distributions to owners(7,606,955)Net Cash Used by Financing Activities(6,977,917)Net Change in Cash(922,380)Cash, beginning4,812,791Cash, beginning4,812,791Cash, ending\$3,890,411	Changes in operating assets and liabilities:		
Contract assets(3,398,921)Cash overdrafts2,679,244Accounts payable(8,117,162)Accrued expenses and other long-term liabilities(850,651)Contract liability891,584Net Cash Provided by Operating Activities7,959,498Cash Flows from Investing Activities:(562,500)Collections on note receivable, related party1,613,571Purchases of property and equipment(3,127,333)Proceeds from sale of property and equipment172,301Net Cash Used by Investing Activities:(1,903,961)Cash Flows from Financing Activities:479,203Proceeds from long-term debt1,385,707Principal payments on long-term debt(1,235,872)Distributions to owners(7,606,955)Net Cash Used by Financing Activities(6,977,917)Net Cash Used by Financing Activities(922,380)Cash, beginning4,812,791Cash, beginning4,812,791Cash, ending\$Sage0,411	Accounts receivable		
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Accounts payable(8,117,162)Accounts payable(850,651)Contract liability891,584Net Cash Provided by Operating Activities7,959,498Cash Flows from Investing Activities:7,959,498Investment in joint venture(562,500)Collections on note receivable, related party1,613,571Purchases of property and equipment(3,127,333)Proceeds from sale of property and equipment(1,2301)Net Cash Used by Investing Activities:(1,903,961)Cash Flows from Financing Activities:479,203Net Cash Used by Investing Activities(1,235,872)Distributions to owners(7,606,955)Net Cash Used by Financing Activities(6,977,917)Net Cash Used by Financing Activities(8,977,917)Net Cash Used by Financing Activities(922,380)Cash, beginning4,812,791Cash, ending\$ 3,890,411	Contract assets		
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Net Cash Provided by Operating Activities7,959,498Cash Flows from Investing Activities: Investment in joint venture(562,500)Collections on note receivable, related party1,613,571Purchases of property and equipment(3,127,333)Proceeds from sale of property and equipment172,301Net Cash Used by Investing Activities(1,903,961)Cash Flows from Financing Activities:479,203Proceeds from long-term debt1,385,707Principal payments on long-term debt(1,235,872)Distributions to owners(7,606,955)Net Cash Used by Financing Activities(6,977,917)Net Change in Cash(922,380)Cash, beginning4,812,791Cash, ending\$3,890,411\$	Accrued expenses and other long-term liabilities		. ,
Cash Flows from Investing Activities:(562,500)Investment in joint venture(562,500)Collections on note receivable, related party1,613,571Purchases of property and equipment(3,127,333)Proceeds from sale of property and equipment172,301Net Cash Used by Investing Activities(1,903,961)Cash Flows from Financing Activities:(1,903,961)Net borrowings on line of credit479,203Proceeds from long-term debt(1,235,872)Distributions to owners(7,606,955)Net Cash Used by Financing Activities(6,977,917)Net Change in Cash(922,380)Cash, ending\$ 3,890,411	Contract liability	<u></u>	891,584
Investment in joint venture(562,500)Collections on note receivable, related party1,613,571Purchases of property and equipment(3,127,333)Proceeds from sale of property and equipment172,301Net Cash Used by Investing Activities(1,903,961)Cash Flows from Financing Activities:479,203Net borrowings on line of credit479,203Proceeds from long-term debt(1,235,872)Distributions to owners(7,606,955)Net Cash Used by Financing Activities(6,977,917)Net Change in Cash(922,380)Cash, beginning4,812,791Cash, ending\$ 3,890,411	Net Cash Provided by Operating Activities		7,959,498
Collections on note receivable, related party1,613,571Purchases of property and equipment(3,127,333)Proceeds from sale of property and equipment172,301Net Cash Used by Investing Activities(1,903,961)Cash Flows from Financing Activities:479,203Net borrowings on line of credit479,203Proceeds from long-term debt(1,235,872)Distributions to owners(7,606,955)Net Cash Used by Financing Activities(6,977,917)Net Change in Cash(922,380)Cash, beginning4,812,791Cash, ending\$ 3,890,411	Cash Flows from Investing Activities:		
Purchases of property and equipment(3,127,333)Proceeds from sale of property and equipment	Investment in joint venture		(562,500)
Proceeds from sale of property and equipment172,301Net Cash Used by Investing Activities(1,903,961)Cash Flows from Financing Activities:479,203Net borrowings on line of credit479,203Proceeds from long-term debt1,385,707Principal payments on long-term debt(1,235,872)Distributions to owners(7,606,955)Net Cash Used by Financing Activities(6,977,917)Net Change in Cash(922,380)Cash, beginning4,812,791Cash, ending\$ 3,890,411	Collections on note receivable, related party		1,613,571
Net Cash Used by Investing Activities(1,903,961)Cash Flows from Financing Activities: Net borrowings on line of credit479,203Proceeds from long-term debt1,385,707Principal payments on long-term debt(1,235,872)Distributions to owners(7,606,955)Net Cash Used by Financing Activities(6,977,917)Net Change in Cash(922,380)Cash, beginning4,812,791Cash, ending\$ 3,890,411	Purchases of property and equipment		(3,127,333)
Cash Flows from Financing Activities:479,203Net borrowings on line of credit479,203Proceeds from long-term debt1,385,707Principal payments on long-term debt(1,235,872)Distributions to owners(7,606,955)Net Cash Used by Financing Activities(6,977,917)Net Change in Cash(922,380)Cash, beginning4,812,791Cash, ending\$ 3,890,411	Proceeds from sale of property and equipment	-	172,301
Net borrowings on line of credit479,203Proceeds from long-term debt1,385,707Principal payments on long-term debt(1,235,872)Distributions to owners(7,606,955)Net Cash Used by Financing Activities(6,977,917)Net Change in Cash(922,380)Cash, beginning4,812,791Cash, ending\$ 3,890,411	Net Cash Used by Investing Activities	-	(1,903,961)
Proceeds from long-term debt1,385,707Principal payments on long-term debt(1,235,872)Distributions to owners(7,606,955)Net Cash Used by Financing Activities(6,977,917)Net Change in Cash(922,380)Cash, beginning4,812,791Cash, ending\$ 3,890,411	Cash Flows from Financing Activities:		
Principal payments on long-term debt(1,235,872)Distributions to owners(7,606,955)Net Cash Used by Financing Activities(6,977,917)Net Change in Cash(922,380)Cash, beginning4,812,791Cash, ending\$ 3,890,411	Net borrowings on line of credit		
Distributions to owners(7,606,955)Net Cash Used by Financing Activities(6,977,917)Net Change in Cash(922,380)Cash, beginning4,812,791Cash, ending\$ 3,890,411	Proceeds from long-term debt		
Net Cash Used by Financing Activities (6,977,917) Net Change in Cash (922,380) Cash, beginning 4,812,791 Cash, ending 3,890,411	Principal payments on long-term debt		•
Net Change in Cash (922,380) Cash, beginning 4,812,791 Cash, ending \$ 3,890,411	Distributions to owners		(7,606,955)
Cash, beginning 4,812,791 Cash, ending \$ 3,890,411	Net Cash Used by Financing Activities		(6,977,917)
Cash, ending \$ 3,890,411	Net Change in Cash		(922,380)
	Cash, beginning		4,812,791
Cash Paid During the Year for Interest \$\$	Cash, ending	\$	3,890,411
	Cash Paid During the Year for Interest	\$	321,041

Notes to Combined Financial Statements

Year Ended December 31, 2021

Note 1 - Business Activity and Summary of Significant Accounting Policies

Description of Operations

Ballard Marine Construction, Inc. (the Company), an S corporation, was incorporated in May of 2009, under the laws of the State of Washington. The Company engages in marine construction, diving solutions and hyperbaric intervention services to a broad array of projects in the United States of America, Canada, and other countries. The work is performed under cost-plus-fee contracts, fixed price contracts, and fixed price contracts modified by incentive and penalty provisions. The lengths of the Company's contracts vary but are typically less than one year.

Ballard Marine Construction, LLC (the LLC), a limited liability company, was formed during 2017 under the laws of the State of Delaware. The LLC was formed by Ballard Marine Construction, Inc. and two unrelated parties. Ballard Marine Construction, Inc. contributed net assets to the LLC with a fair value of \$6,825,652 and the other two unrelated parties contributed net cash of \$3,209,440 each. The LLC engages in marine construction, diving solutions and hyperbaric intervention services to a broad array of projects in the United States of America, Canada, and other countries. The work is performed under cost-plus-fee contracts, fixed price contracts, and fixed price contracts modified by incentive and penalty provisions. The lengths of the LLC's contracts vary but are typically less than one year.

Basis of Combination

The combined financial statements of the Companies include the accounts of Ballard Marine Construction, Inc. and Ballard Marine Construction, LLC and Subsidiaries, (Ballard Marine Construction or the Companies), they do not represent those of a single legal entity and there is no cross collateralization between the entities. All significant intercompany accounts and transactions have been eliminated in combination.

Basis of Consolidation

Ballard Marine Construction, ULC, an unlimited liability company, was formed in October of 2015 under the laws of British Columbia, Canada. The entity is a wholly owned subsidiary of Ballard Marine Construction, LLC and was formed for the purpose of doing business in Canada and other international jurisdictions. The consolidated financial statements include accounts of Ballard Marine Construction, LLC and Ballard Marine Construction, ULC. There was no activity in Ballard Marine Construction, ULC during 2021. All material intercompany transactions and balances have been eliminated in the consolidation.

Ballard-Traylor Joint Venture, a joint venture (JV), was established in 2018 to complete a contract. The LLC consolidates the activities of the JV as it has a 60% ownership interest and 40% is held by another LLC member. Profit and losses, and distributions are allocated to members in proportion to ownership interests after a management fee of 5% of net income is allocated to the LLC. All material intercompany transactions and balances have been eliminated in the consolidation. A summary of the assets, liabilities, equity, revenues, and net income of JV are as follows at and for the year ended December 31, 2021:

Assets, current Liabilities, current	\$ 597,641 408,045
Equity	\$ 189,596
Revenues	\$ -
Net income (loss)	\$ (72,173)
Distributions	\$

Notes to Combined Financial Statements

Year Ended December 31, 2021

Note 1 - Business Activity and Summary of Significant Accounting Policies, continued

Investment in Joint Venture Lower Baker Constructors, LLC

The LLC is a 22.5% owner in the joint venture, which is accounted for by the equity method on the balance sheet and the proportionate consolidation method on the income statement. Summary information on the joint venture follows:

Balance Sheet Information:		
Total assets	\$_	28,361,284
Total liabilities	\$	25,323,415
Total members' equity	Ψ	3,037,869
Total liabilities and members' equity	\$_	28,361,284
Statement of Income Information:	-	
Revenues	\$	2,343,467
Costs	_	1,805,598
Net income	\$_	537,869
A reconciliation of the investment in the joint venture is as follows at December 31, 2021:		
Investment balance, beginning of year	\$	-
Capital contributions	-	562,500
Share of net income allocated as follows:		
Contract revenues		527,281
Contract costs	_	406,260
Gross profit	_	121,021

Investment balance, end of year

Use of Estimates

Other expenses

Net income

The Companies use estimates and assumptions in preparing the combined financial statements in accordance with accounting principles generally accepted in the United States of America (GAAP). Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results may vary from estimates used.

Revenue and Cost Recognition

Construction Contracts

In the process of performing its construction contracts with customers, the Companies consider each contract to be one performance obligation, unless circumstances dictate otherwise. This evaluation requires significant judgement. Payment terms and conditions in customer contracts vary. Contract payments are generally due in installments as specified in the contracts. Revenue for financial reporting purposes is recognized over time as the performance obligations are satisfied on an ongoing basis. Progress toward completion of the Companies' contracts is measured by the percentage of cost incurred to date to estimated total costs for each contract. This method is used because management considers total cost to be the best available measure of progress on contracts. Because of inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change significantly within the near term.

121,021

683,521

Notes to Combined Financial Statements

Year Ended December 31, 2021

Note 1 - Business Activity and Summary of Significant Accounting Policies, continued

Revenue and Cost Recognition, continued

Construction Contracts, continued

Changes in job performance, job conditions, and estimated profitability may result in revisions to revenues and costs, which are generally recognized in the period in which the revisions are determined. Changes in estimated job profitability resulting from variable consideration are accounted for as changes in estimates in the current period. Variable consideration may include incentives for completing a contract early or on time, penalties for not completing a contract on time, claims for which the Companies have enforceable rights, or contract modifications/change orders in which the scope of modification has been approved, but the price has not been determined or approved. Recognition of variable consideration is limited to an amount that the Companies' estimates will not result in a significant reversal of revenue in future periods. Provisions for estimated losses on contracts in progress are made in the period in which such losses are determined. During the year ended December 31, 2021, the Companies made revisions in estimates to certain contracts that were in progress at December 31, 2020. The net effect of the changes to one contract caused a \$856,317 increase in 2021 gross profits from that which would have been reported had the revised estimate been known as the basis of recognition of contract profit in the preceding year.

Contract costs include all direct labor and benefits, materials, subcontractor costs, and indirect cost allocations related to contract performance, such as supplies, repairs and insurance costs. Taxes assessed by governmental authorities on revenue-producing transactions, such as sales taxes, are not included in revenues. Costs of abnormal inefficiencies or wasted resources (material or labor) are excluded when measuring progress and are expensed as incurred. The Companies recognize revenue for the transfer of uninstalled and unmodified materials to the customer, but only in an amount equal to the cost of the materials. Selling, general, and administrative costs are charged to expense as incurred.

The Companies warranty their work to comply with both statutory and contractual requirements, therefore, the lengths of warranties vary. The Companies did not incur significant warranty cost for the year ended December 31, 2021.

Contract Assets and Contract Liabilities

The contract asset, "Contract retention," represents amounts held back for payment by an owner until certain contractual obligations have been completed by the Companies. The contract asset, "Costs and estimated earnings in excess of billings on contracts in progress," represents revenues recognized in excess of amounts billed. "Pre-Contract Costs" represent costs incurred in obtaining or fulfilling specific contracts if recovery of the costs is probable and if the costs do not transfer services to a customer when incurred. Pre-contract costs are generally amortized to the specific contract over time as they become an integrated part of the performance obligation being transferred to the customer. The unamortized balance was \$160,673 at December 31, 2021 and \$160,673 at January 1, 2021. The contract liability, "Billings in excess of costs and estimated earnings on contracts in progress," represents billings in excess of revenues recognized. Contract assets and liabilities are reported on a net basis for each contract.

<u>Cash</u>

The Companies consider all short-term, highly liquid investments with an original or remaining maturity of three months or less to be cash equivalents. Cash is maintained with several institutions.

Notes to Combined Financial Statements

Year Ended December 31, 2021

Note 1 - Business Activity and Summary of Significant Accounting Policies, continued

Contract Receivables

Contract receivables are recorded when invoices are issued and are typically due within 30 days. Finance charges are not accrued on outstanding balances but are recorded if collected. Account receivables are reported at the amount management expects to collect on balances outstanding at year-end. Management closely monitors outstanding balances and writes off throughout the year those balances deemed uncollectible. Account receivables have been adjusted for all known uncollectible accounts and management has determined that an allowance for doubtful accounts of zero was appropriate at December 31, 2021.

Generally, management considers account receivables past due after 60 days. Contract receivables in excess of 60 days amounted to \$12,171,364 as of December 31, 2021 (Note 10).

Contract Retention

Contract retention has been classified as a contract asset in the accompanying combined balance sheet. Contract retentions are due upon completion of contracts. The contract retention balance was \$2,721,371 at December 31, 2021 and \$382,625 at January 1, 2021.

Concentrations of Credit Risk

Financial instruments that potentially subject the Companies to credit risk consist principally of cash and contract receivables. The Companies maintain cash in bank deposit accounts that are insured by the Federal Deposit Insurance Corporation (FDIC) up to a limit of \$250,000 per depositor. The Companies have not experienced any losses in its bank deposit accounts and believe they are not exposed to any significant credit risk on cash.

Contract receivables result from performance under construction contracts with numerous parties. There was one customer that represented a 39% concentration of the Companies' contract receivables and contract retention at December 31, 2021. Two customers comprised approximately 59% of the Companies' contract revenues in 2021. The Companies' credit risk related to contract receivables is minimized by the Companies' rights under lien laws on construction contracts subject to those laws.

Property and Equipment

Property and equipment, including significant improvements, are carried at cost and are being depreciated on the straight-line method over the estimated service lives of the assets ranging from 1 to 25 years. Leasehold improvements are depreciated over the shorter of the remaining term of the lease or their estimated useful lives. Expenditures for maintenance and repairs are charged to expense as incurred. When assets are sold, retired, or otherwise disposed of, the cost and accumulated depreciation are removed from the accounts and any resulting gain or loss is reflected in income.

Income Taxes

The Company has elected S corporation status for income tax reporting purposes and the LLC has elected to be taxed as a partnership. Accordingly, income and losses are reported directly by the owners and no provision for income taxes is recorded in the combined financial statements. The Companies make distributions to the owners for federal and state income taxes attributable to the Companies' income.

Ballard Marine Construction, ULC is subject to income tax in Canada and is treated as a pass-through entity for U.S. tax purposes. Accordingly, income and losses are passed through to owners.

The Companies adhere to the accounting standard regarding "Accounting for Uncertain Tax Positions." This accounting standard provides detailed guidance for financial statement recognition, measurement and disclosure of uncertain tax positions. It requires an entity to recognize the financial statement impact of a tax position when it is more likely than not that the position will not be substantiated under examination. Management has determined that the Companies do not have any uncertain tax positions at December 31, 2021. The Companies file income tax returns in the United States, Canada, and various state and local jurisdictions.

Notes to Combined Financial Statements

Year Ended December 31, 2021

Note 1 - Business Activity and Summary of Significant Accounting Policies, continued

Fair Value of Financial Instruments

The Companies' financial instruments consist of cash, receivables, retention receivable, a note receivable, accounts payable, a line of credit, and long-term debt for which their current carrying amounts approximate fair market value.

Subsequent Events

The Companies have evaluated subsequent events through May 12, 2022, which is the date the combined financial statements were available to be issued.

Note 2 - Receivables

Receivables consist of the following at December 31, 2021:

Completed contracts	\$ 1,062,087
Contracts in progress	22,549,358
Related parties	55,734
Other	710,835
	\$ 24,378,014

Note 3 - Contract Assets and Contract Liability

Costs, estimated earnings and billings to date on contracts in progress are summarized as follows at December 31, 2021:

Costs incurred on contracts in progress Estimated gross profit	\$	64,544,664 12,030,630
	-	76,575,294
Less billings to date	\$	(77,902,595) (1,327,301)
Included in the accompanying combined balance sheet under contract assets and contract liabili	ty:	
Costs and estimated earnings in excess of billings on contracts in progress (underbillings)	\$	2,450,650
Billings in excess of costs and estimated earnings on contracts in progress (overbillings)		(3,777,951)
	\$	(1,327,301)

Notes to Combined Financial Statements

Year Ended December 31, 2021

Note 3 - Contract Assets and Contract Liability, continued

Contract assets and contract liability are comprised of the following at December 31, 2021:

Contract Assets:		
Costs and estimated earnings in excess of billings on		
contracts in progress (underbillings)	\$	2,450,650
Retention receivable		2,721,371
Pre-contract costs		160,673
Less retention receivable reclassified to contract liability	_	(131,217)
	\$ _	5,201,477
Contract Liability:		
Billings in excess of costs and estimated earnings on		
contracts in progress (overbillings)	\$	(3,777,951)
Add retention receivable reclassified from contract assets		131,217
	\$ _	(3,646,734)

At January 1, 2021, the balances on contract assets and contract liability were \$1,802,556 and \$2,755,150, respectively.

Note 4 - Property and Equipment

Property and equipment consists of the following at December 31, 2021:

Construction equipment	\$	13,699,428
Vehicles		2,586,782
Office equipment		1,188,879
Buildings and leasehold improvements		4,255,916
Construction in progress		866,961
Land	_	893,050
	-	23,491,016
Less accumulated depreciation	_	(11,053,312)
	\$	12,437,704

Depreciation expense for 2021 was \$1,894,117.

Notes to Combined Financial Statements

Year Ended December 31, 2021

Note 5 - Lines of Credit

The LLC maintains an operating line of credit with KeyBank National Association (the Bank), with advances available up to the lesser of \$10,000,000 or 80% of eligible accounts. Interest is charged at the Bank's adjusted prime rate plus 0.00%, subject to a 3.00% floor. The line of credit is secured by substantially all the LLC's assets. The line of credit expires June 26, 2022. There was \$479,203 outstanding on the line of credit at December 31, 2021.

The LLC also has a \$2,500,000 equipment line of credit available, which expires July 31, 2022. Advances under the agreement bear interest at the Bank's adjusted prime rate plus 0.00%, subject to a 3.00% floor, and are collateralized by substantially all the LLC's assets. The agreement provides for refinancing any balance owing under the loan to a term loan. The balance owing under the equipment line of credit was \$1,404,309 at December 31, 2021 and estimated future principal repayments have been included in the future maturities of long-term debt (Note 6), as refinancing was not finalized as of the date of this report.

The LLC also has a letter of credit facility available from the Bank, with an aggregate sublimit of \$500,000. All outstanding amounts issued under letters of credit will reduce the borrowing capacity of the operating line of credit accordingly. This facility expires June 26, 2022 and is renewable upon the Bank's discretion.

Note 6 - Long-Term Debt

Long-term debt consists of the following at December 31, 2021:

Note payable to Key Bank, aggregate monthly payments of \$16,265, including interest at 3.59%, collateralized by a building, due with a balloon payment on April 1, 2031.3,131,537Equipment line of credit payable to Key Bank, interest-only monthly payments at 3.25%, collateralized by substantially all LLC assets, matures July 31, 2022 unless converted to a term loan (Note 5); included in future maturities based on estimated 7 year repayment term.1,404,309 6,939,798Loan fees, net of accumulated amortization of \$21,935(74,418) (1,253,963)Less current portion\$2022 2023 2024 2024 2025 2026 Thereafter1,253,963 3,31,356 3,205,496	Notes payables (2) to Key Equipment Finance, aggregate monthly payments of \$97,438, including interest of 4.11 to 4.39%, collateralized by equipment, due various dates through May 2025.	\$	2,403,952
3.59%, collateralized by a building, due with a balloon payment on April 1, 2031. 3,131,537 Equipment line of credit payable to Key Bank, interest-only monthly payments at 3.25%, collateralized by substantially all LLC assets, matures July 31, 2022 unless converted to a term loan (Note 5); included in future maturities based on estimated 7 year repayment term. 1,404,309 Loan fees, net of accumulated amortization of \$21,935 (74,418) Less current portion (1,263,963) Future principal maturities of long-term debt are summarized as follows: 1,253,963 2022 \$ 1,253,963 2023 596,101 2024 596,101 2025 301,356 2026 3,01,356 Thereafter 3,205,496			
collateralized by substantially all LLC assets, matures July 31, 2022 unless converted to a termloan (Note 5); included in future maturities based on estimated 7 year repayment term.1,404,3096,939,7986,939,798Loan fees, net of accumulated amortization of \$21,935(74,418)Less current portion(1,253,963)Future principal maturities of long-term debt are summarized as follows:5,611,41720221,253,96320231,156,9122024596,1012025301,3562026301,356Thereafter3,205,496			3,131,537
loan (Note 5); included in future maturities based on estimated 7 year repayment term. 1,404,309 Loan fees, net of accumulated amortization of \$21,935 (74,418) Less current portion (1,253,963) Future principal maturities of long-term debt are summarized as follows: 5,611,417 2022 \$ 1,253,963 2023 1,156,912 2024 596,101 2025 301,356 2026 3,205,496	Equipment line of credit payable to Key Bank, interest-only monthly payments at 3.25%, collateralized by substantially all LLC assets, matures July 31, 2022 unless converted to a term		
Loan fees, net of accumulated amortization of \$21,935 (74,418) Less current portion (1,253,963) Future principal maturities of long-term debt are summarized as follows: 5,611,417 2022 \$ 1,253,963 2023 1,156,912 2024 596,101 2025 301,356 2026 3,205,496	loan (Note 5); included in future maturities based on estimated 7 year repayment term.		1,404,309
Less current portion (1,253,963) Future principal maturities of long-term debt are summarized as follows: 5,611,417 2022 \$ 1,253,963 2023 1,156,912 2024 596,101 2025 301,356 2026 3,205,496			6,939,798
Less current portion (1,253,963) Future principal maturities of long-term debt are summarized as follows: 5,611,417 2022 1,253,963 2023 1,156,912 2024 596,101 2025 301,356 2026 3,205,496	Loan fees, net of accumulated amortization of \$21,935		(74,418)
Future principal maturities of long-term debt are summarized as follows: \$ 5,611,417 2022 \$ 1,253,963 2023 1,156,912 2024 596,101 2025 301,356 2026 301,356 Thereafter 3,205,496		_	(1,253,963)
2022\$ 1,253,96320231,156,9122024596,1012025425,9702026301,356Thereafter3,205,496		\$_	5,611,417
2022 1,156,912 2023 596,101 2024 425,970 2026 301,356 Thereafter 3,205,496	Future principal maturities of long-term debt are summarized as follows:		
2023 1,156,912 2024 596,101 2025 425,970 2026 301,356 Thereafter 3,205,496	2022	\$	1,253,963
2024 425,970 2025 301,356 2026 3,205,496			
2025 301,356 2026 3,205,496	2024		
Thereafter	2025		•
	2026		,
\$6,939,798	Thereafter	-	3,205,496
		\$_	6,939,798

Notes to Combined Financial Statements

Year Ended December 31, 2021

Note 7 - Related Party Transactions

The LLC leases office and shop space from the stockholders of Ballard Marine Construction, Inc. The lease expired December 31, 2021. Lease payments totaled \$12,101 for 2021.

The LLC has \$2,534,472 payable to and \$55,734 receivable from related parties at December 31, 2021.

During 2021, the Company generated contract revenues from various related parties that totaled \$2,065,499 for the year ended December 31, 2021. Contract costs and general administrative expenses incurred during the year from other related parties totaled \$516,922 and \$460,114, respectively.

During 2021, the LLC paid management fees to two of its members totaling \$180,000.

The LLC has an agreement to pay an employee a percentage of net profits. Accordingly, \$213,587 was recorded related to profits recognized during 2021. Including amounts earned in prior years, \$1,005,668 is included in noncurrent liabilities on the accompanying combined balance sheets as of December 31, 2021 as the amount is not expected to be paid during 2022.

During 2020, one of the members purchased a portion of Ballard Marine Construction, Inc.'s membership interest in the LLC for \$4,840,711. The purchase price of \$4,840,711 will be paid in three equal annual principal installments of \$1,613,570 plus interest at the lesser of six percent or the Wall Street Journal's prime rate. At December 31, 2021 there was \$3,227,140 receivable on this note, of which \$1,613,570 is current and \$1,613,570 is non-current. Interest received on this note was \$157,403 during 2021.

Note 8 - Operating Leases

The Companies lease office and shop space and equipment under various leases that begin to expire in May 2022. Including related party rents and month-to-month leases, rent expense totaled \$804,797 for the year ended December 31, 2021.

Minimum future rental payments under the non-cancellable operating leases and related party leases are as follows at December 31, 2021:

2022	\$ 627,575
2023	389,887
2024	221,451

Note 9 - Backlog

The following schedule shows a reconciliation of backlog representing signed contracts at December 31, 2021:

Contract backlog, January 1	\$	82,468,308
New contracts and contract adjustments during the year		116,312,924
		198,781,232
Less contract revenues recognized during the year	_	(80,492,716)
Contract backlog, December 31	\$_	118,288,516

4 2

Notes to Combined Financial Statements

Year Ended December 31, 2021

Note 10 - Contingencies and Claims

The Companies have pending claims for additional work performed on a project in Washington. The Companies submitted change orders totaling approximately \$12,100,000 for additional costs related to changes in conditions and owner-caused delays on the project. The Companies have reported revenue and costs from inception of the contract of \$12,499,096. At December 31, 2021 the Companies have billed \$14,953,458 and recognized \$2,454,362 of overbilling on this job. \$11,378,445 of these billings have not been paid as of December 31, 2021 and are included in accounts receivable. The Companies received merit responses from the government for the majority of the changes during the course of the project. The damage totals and supporting documentation for the claims were evaluated by the Defense Contracting Audit Agency ("DCAA") in 2021. The DCAA auditor informed the Companies that with respect to their portions of the claim, the agency "did not take any exceptions." Nonetheless, on April 28, 2022 the Contracting Officer issued a Contracting Officer's Final Decision ("COFD"). awarding just over \$1,000,000 on the claim. The COFD is an agency-level decision issued by the government officials involved in the project. The Companies are in the process of appealing the COFD to a neutral tribunal, likely the Armed Services Board of Contract Appeals, who will evaluate the claim independently without affording any deference to the COFD. The prior merit determinations that induced the Companies to continue performing work on the project remain in effect and will be presented, along with other evidence, to the tribunal. The outcome of the claims cannot be determined at this time.

The Companies rented equipment in Wisconsin to execute a project in Michigan; however, the equipment was defective and caused project delays. The Companies initiated a lawsuit seeking \$500,000 of damages and the return of a \$250,000 deposit that was advanced to the equipment rental company. The equipment rental company has asserted \$1,000,000 of counter claims alleging equipment damages. The outcome of the negotiations cannot be determined at this time. Included in prepaid expenses and deposits at December 31, 2021 is \$250,000 for the equipment deposit.

The Companies rented saturation diving equipment in Louisiana to execute a project in Michigan however, the equipment was defective. Ballard was forced to devote its own labor and purchase replacement parts to get the equipment in working order to avoid delays to the job. The cost of these repair efforts was between \$700,000 and \$1,000,000. Ballard withheld rental payments for the equipment to help offset its costs incurred. The equipment supplier disputes Ballard's offsets and claims it is entitled to the rental payments. The disputes are currently pending in federal court in Michigan and arbitration in Louisiana. The outcome of this dispute cannot be determined at this time.

Note 11 - Multiemployer Pension Plans

The Companies contribute to multiple multiemployer defined benefit pension plans under the terms of collectivebargaining agreements. The risks of participating in these multiemployer plans are different from single-employer plans in the following aspects:

- a. Assets contributed to the multiemployer plan by one employer may be used to provide benefits to employees of other participating employers.
- b. If a participating employer stops contributing to the plan, the unfunded obligation of the plan may be borne by the remaining participating employers.
- c. If the Companies choose to stop participating in some of its multiemployer plans, the Companies may be required to pay those plans an amount based on the underfunded status of the plan, referred to as a withdrawal liability.

The Companies' participation in these plans for the annual periods ended December 31, 2021 is outlined in the following table. The zone status is based on information that the Companies received from the plans and is certified by the plans' actuary. Among other factors, plans in the red zone are generally less than 65 percent funded, plans in the yellow zone are less than 80 percent funded, and plans in the green zone are at least 80 percent funded.

Notes to Combined Financial Statements

Year Ended December 31, 2021

Note 11 - Multiemployer Pension Plans, continued

The "FIP/RP Status Pending/Implemented" column indicates plans for which a financial improvement plan (FIP) or a rehabilitation plan (RP) is either pending or has been implemented. The last column lists the expiration date of the collective bargaining agreements to which the plans are subject.

Pension			Plan
Plan #	Plan Name	<u> </u>	Number
1	Oregon-Washington Carpenters-Employers Pension Trust Fund	51-6077555	001
2	Carpenters Pension Trust Fund for Northern California	94-6050970	001
3	Midwest Operating Engineers Pension Trust Fund	36-6140097	001
4	Operating Engineers Local 324 Pension Plans	38-1900637	001
5	All Other Multi-Employer Pension Funds	-	-

Information related to these plans are as follows:

Pensior Plan #	1	Pension Protection Act Zone Status	FIP/RP Status Pending/ Implemented	 Contributions	Surcharge Imposed	Expiration Date of Collective-Bargaining Agreement
1	(1)	Green	No	\$ 230,656	No	5/31/2022
2	(2)	Red	Yes	233,3 78	No	6/30/2023
3	(3)	Green	No	135,201	No	12/31/2022
4	(4)	Red	Yes	97 7 ,07 7	No	12/31/2022
5		All Other Multi-Employ	er Pension Funds	67,086	-	Various
				\$ 1,643,398		

- (1) Zone status is determined as of July 1, 2019.
- (2) Zone status is determined as of September 1, 2021.
- (3) Zone status is determined as of April 1, 2020.
- (4) Zone status is determined as of May 1, 2020.

Note 12 - Profit Sharing Plan

The Companies have a 401(k) plan (the Plan) for all eligible non-union employees. Employer contributions into the Plan are discretionary and are determined annually by management. During 2021, employer contributions to the Plan totaled \$177,657.

Note 13 - Future Accounting Standard

In February 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-02, *Leases*. The primary change in GAAP addressed by ASU 2016-02 is the requirement for a lessee to recognize on the balance sheet a liability to make lease payments ("lease liability") and a right-of-use asset representing its right to use the underlying asset for the lease term. ASU 2016-02 also requires qualitative and quantitative disclosures to enable users of the financial statements to assess the amount, timing, and uncertainty of cash flows arising from leases. Lessees must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements. The Companies' are evaluating the effect that ASU 2016-02 will have on its financial statements and related disclosures. ASU 2016-02 was originally effective for fiscal years beginning after December 15, 2019, but during June 2020, the FASB delayed the effective period to fiscal years beginning after December 15, 2021.

			Project Location	Total Contract Amount	Amount Sublet to Others	Balance of Contract Amt	Uncompleted Amt of Contract
Customer Name	Job Class	Project Name	WA	\$874,351.75	205,955.20	668,396.55	420,175.0(
2ity of Seattle	Services & Repair	In-Water Outfall		\$1,452,073.70	4,055.36	1,448,018.34	417,608.7
ower Baker Constructors	Services & Repair	Lower Baker Dam	WA WA	\$8,479,499.55	3,405,241.64	5,074,257,91	7,516,001.3
Vaish Construction Co II	Services & Repair	North Mercer Island		\$51,790.00	•	51,790.00	51,790.00
Harbor Pacific Contractor	Services & Repair	WWTF Upgrades	WA OR	\$327,735.52		327,735.52	182,625.5
Kiewit	Services & Repair	WRWTP EXPANSION	CO	\$715,460.00	61,000.00	655,460.00	716,460.0
Kiewit Barnard, JV	Services & Repair	Gross Reservoir CGS RIVER BUOYS		\$22,560.00	-	22,560.00	22,560.0
Energy Northwest	Services & Repair	• • • • •	WA	\$39,610.00	-	39,610.00	39,610.0
daho Power Company	Services & Repair	Trash Rack Dive Work	ID NA	\$204,585.35	2,174.00	202,411.35	6,550.0
Franklin County	Services & Repair	INTAKE SCREEN	WA	\$2,525,000.00	473,900.00	2,051,100.00	2,344,500.0
Ir Merit	Services & Repair	Round Butte TSV	OR	\$102,327,00	470,000.00	102,327.00	54,577.0
Port Townsend Papermill	Services & Repair	Pond Repairs	WA	\$35,000.00	1,000.01	33,999.99	20,695.0
Or Dept Of State Lands	Salvage	Coos Bay OR646 SS	OR	\$815,600.00	113,000.00	702,600.00	815,600.0
Bci Construction Usa	Services & Repair	HHD Emergency	WA	-	10,000,00	102,520.00	102,520.0
Port of Skamania County	Services & Repair	Dock Repairs	WA	\$102,520.00	-	26,571.00	19,143.5
City Of Vancouver	Services & Repair	Westside & Marine Pk	WA	\$26,571.00	-	25,600.00	25,600.0
Kiewit Infrastr. West Co	Services & Repair	WRWTP Buoy Install	OR	\$25,500.00	*	4,223.70	4,223.7
City of Everett	Services & Repair	Everett Outfall UWI	WA	\$4,223.70	-	5,365.00	5,365.0
Sazan Group	Services & Repair	Tunnel Intake Study	WA	\$5,365.00	-	2,706,239.00	2,685,597.0
Chesapeake Tunnel J.V.	Tunnelling	Parallel Thimble	VA	\$2,706,239.00	-	2,705,239.00	136,685.5
Lane Construction Corpora	Tunnelling	Ship Canal Water Qua	WA	\$2,635,569.88	-	2,365,980.00	2,358,480.0
Hampton Roads Connector P	Tunnelling	Hampton Roads Bridge	,VA	\$2,365,980.00	-		197,792.0
Dragados Usa Inc.	Tunnelling	Joint Water Pollutio	CA	\$2,293,327.53	492,793.00	1,800,534.53	2,400.0
Enbridge Energy LP	Tunnelling	ENBRIDGE LINE 5	WA	\$12,000.00	-	12,000.00	600,168.0
Traylor Shea JV	Tunnelling	RiverRenew Tunnel	VA	\$672,220.00	-	672,220.00	250,000.0
Traylor Sundt JV	Tunnelling	IPL-19 Tunnel	ТХ	\$250,000.00	•	250,000.00 20,000.00	20,000.0
GHD	Services & Repair	PW LBWD Seafloor	CA	\$20,000.00	-		13,085.0
Denver Water	Services & Repair	STRONTIA SPRING DAC	CA	\$23,390.00	-	23,390.00	193,893.3
Pacific Gas & Electric Co	Services & Repair	Almanor Bucks Buoy	CA	\$205,530.00	-	205,630.00	36,140.0
Mare Island Dry Dock Lic	Services & Repair	USNS Keiser Cleaning	CA	\$36,140.00	**	36,140.00	20,000.0
Lind Marine	Services & Repair	2023 PM Support	CA	\$20,000.00		20,000.00	7,720.0
Mare Island Dry Dock Lic	Services & Repair	USNS Grasp 2023	CA	\$42,600.00	-	42,600.00	
Mare Island Dry Dock Lic	Services & Repair	MIDD Boom Rental	CA	\$8,500.00	-	8,500.00	4,125.0
Pacific Gas & Electric Co	Services & Repair	Courtright LLO Plug	CA	\$10,000.00	•	10,000.00	10,000.0
Pacific Gas & Electric Co	Services & Repair	Caribou 1 Walkway	CA	\$630,445.67	49,850.00	580,595.67	794,782.8
Pacific Gas & Electric Co	Services & Repair	West Point Bulkhead	CA	\$99,630.00	-	99,630.00	78,112.6
W.A Rasic Construction Co	Services & Repair	Miramar Pipeline	CA	\$3,798,680.00	316,320.00	3,482,360.00	3,798,680.0
Pacific Gas & Electric Co	Services & Repair	Poe Dam Bypass Gate	CA	\$10,000.00	•	10,000.00	10,000.0
Pacific Gas & Electric Co	Services & Repair	Rock Creak Gate Seal	CA	\$49,350.00	-	49,350.00	49,350.0
Galindo Construction Comp	Salvage	Crane Salvage Suppor	CA	\$7,810.00	-	7,810.00	7,810.0
Southern CA Edison Co	Services & Repair	Big Creek Dam ECI	CA	\$50,000.00	•	50,000.00	50,000.0
Pacific Gas & Electric Co	Services & Repair	Big Creek Dam 6	CA	\$44,200.00	24,105.00	20,095.00	44,200.0
Florida Power & Light Co	Services & Repair	Martin Clean Energy	FL	\$11,340,658.00	2,220,500.45	9,120,157.55	5,461,651.8
Dominion Energy SC, INC	Services & Repair	SALUDA HYDRO	SC	\$56,935,873.37	6,206,011.49	50,729,861.88	49,018,777.9
Tampa Electric Company	Services & Repair	INTAKE STRUCTURE	FL	\$11,052,412.36	1,966,152.65	9,086,259.71	4,353,430.2

• • •			To	tals: \$252,699,958.72	\$38,604,055.93	\$214,095,902.79	\$168,134,624.53
Brandenburg Industrial Se	Services & Repair	EAST JORDAN PLANT	Mi	\$47,325.00		47,325.00	47,325.00
Brandenburg Industrial Se	Services & Repair	OTT O ECKART	- MI	\$24,675.00	-	24,675.00	15,000.00
Bci Construction Usa	Services & Repair	RED ROCK TAINTER &	IA	\$9,800.00	-	9,800.00	9,800.00
Entergy Nuclear Palisades	Services & Repair	2023 CAMPAIGN-BUOY	Mİ	5100,000.00	-	100,000.00	100,000.00
Anchor Mechanical Inc	Services & Repair	68TH STREET CRIB	۱L	\$83,450.00	•	83,450.00	83,450.00
Entergy Nuclear Palisades	Services & Repair	GGNS INSPECTION,	MS	\$317,700.00	-	317,700.00	317,700.00
Great River Hydro LLC	Services & Repair	FERC DAM INSPECTION	VT	\$44 ,000 .00	-	44,000.00	44,000.00
City of Evanston	Services & Repair	1909 RAW WATER	IL	\$47,202,200.00	6,096,698.25	41,105,501.75	47,202,200.00
Wisconsin Dept of Natural	Services & Repair	RECONSTRUCT FISHING	WI	\$49,500.00		49,500.00	49,500.00
City of Asn Arbor c/o AP	Services & Repair	DIVING ISPECTION SRV	MI	\$35,000.00	-	35,000.00	8,409.54
TCL Gas Pipe Line Co.	Services & Repair	LNYBL CBR PROJECT	тх	\$75,000.00	-	75,000.00	22,646.06
Brandenburg Industrial Se	Services & Repair	WALTER SCOTT JR.	IA	\$1,027,583.00	134,150.00	893,433.00	822,589.00
Super Excavators, Inc.	Services & Repair	BACKFLOW PREVENTION	€wi	\$212,149.60	5,866.01	206,283.59	93,485.00
Great Lakes Water Authori	Services & Repair	Conner Creek CSO	Mi	\$830,000.00	-	830,000.00	25,000.00
Titan Nuveterans Jv	Services & Repair	Tradesman Services	IL .	\$119,399.39	-	119,399.39	2,592.00
Great Lakes Water Authori	Services & Repair	DB-150 Tunnel Improv	MI	\$83,876,562.74	15,692,625.40	68,182,937.34	31,938,542.07
Exelon Business Services	Services & Repair	NANO BUBBLER 2023	MD	\$89,750.00	-	89,750.00	89,750.00
Erasmus Properties	Services & Repair	ERASMUS PILE JACKET	MD	\$468,847.98	~	468,847.98	468,847.98
Exelon Business Services	Services & Repair	BAFFLE WALL MAINT.	MD	\$575,000.00	41,000.00	534,000.00	575,000.00
Normandeau Associates	Services & Repair	OYSTER INSPECTION	MD	\$14,000.00	-	14,000.00	10,500.00
Total Env. Concepts, INC	Services & Repair	PAX RIVER FUEL PIER	MD	\$9,300.00		9,300.00	9,300.00
Maryland Port Admin	Services & Repair	MPA SUBSTRUCTURE	MD	\$3,795,088.63	376,326.69	3,418,761.94	1,463,625.19
Williams Field Services	Services & Repair	LAKE NORMAN	NC	\$66,600.00	-	66,600.00	66,600.00
Florida Power & Light Co	Services & Repair	Fpl Martin Clean En	FL	\$371,346.00	-	371,346.00	597,038.00
Florida Power & Light Co	Services & Repair	SOIL CEMENT REPAIRS	FL	\$79,900.00	-	79,900.00	79,900.00
Florida Power & Light Co	Services & Repair	RBEC INTAKE BAY	FL	\$24,500.00	•	24,500.00	24,500.00
Florida Power & Light Co	Services & Repair	SOIL CEMENT REPAIRS	FL	\$12,468.00	-	12,468.00	12,468.00
Florida Power & Light Co	Services & Repair	CCP CRABWALL SS CAP	FL	\$23,850.00	-	23,850.00	23,850.00
Florida Power & Light Co	Services & Repair	WEST COUNTY COOLING	FL	\$25,000.00	-	25,000.00	25,000.00
Florida Power & Light Co	Services & Repair	SANFORD UNIT 3	FL	\$3,750.00	-	3,750.00	3,750.00
Florida Power & Light Co	Services & Repair	SANFORD GENERATOR	FL	\$211,319.00	7,284.01	204,034.99	59,360.00
Florida Power & Light Co	Services & Repair	FPL PSL QRTLY	FL	\$35,000.00	•	35,000.00	
Dominion Energy SC, INC	Services & Repair	TOWER 1 CHAIN	SC	\$120,379.33	33,250.00	87,129.33	25,364.24
Catalyst Old River Ltd	Services & Repair	LA HYDRO APRON	LA	\$450,566.67	58,372.77	392,193.90	25,364.24
iorida Power & Light Co	Services & Repair	SANFORD GATE	FL	\$1,138,520.00		222 122 02	110,250.00

Non-Iran Linked Business Certification

NON-IRAN LINKED BUSINESS CERTIFICATION

This Proposal is submitted in the name of:

Ballard Marine Construction, LLC

(Print Company Name)

The undersigned herby certifies in accordance with Public Act 517 of the Public Acts of 2012 that it is not an Iran-linked business.

Signed and Sealed this	28th_day of, 202	24.
	By Signature)	
	Jayme Newbigging	
	(Printed Name of Signature)	'
	Executive VP, Business Op	erations

(Title)

Charter Township of Ypsilanti

Non-Iran Linked Business

Ford Lake Dam Bulkhead Fabrication, Installation and Removal

IRAN ECONOMIC SANCTIONS ACT Act 517 of 2012

AN ACT to prohibit persons who have certain economic relationships with Iran from submitting bids on requests for proposals with this state, political subdivisions of this state, and other public cntities; to require bidders for certain public contracts to submit certification of eligibility with the bid; to require reports; and to provide for sanctions for false certification.

History: 2012, Act 517, Eff. Apr. 1, 2013.

The People of the State of Michigan enact:

129.311 Short title.

Sec. 1. This act shall be known and may be cited as the "Iran economic sanctions act", **History**: 2012, Act 517, Eff. Apr. 1, 2013.

129.312 Definitions.

Sec. 2. As used in this act:

(a) "Energy sector of Iran" means activities to develop petroleum or natural gas resources or nuclear power in Iran.

(b) "Investment" means 1 or more of the following:

(i) A commitment or contribution of funds or property.

(*ii*) A loan or other extension of credit.

(iii) The entry into or renewal of a contract for goods or services.

(c) "Investment activity" means 1 or more of the following:

(i) A person who has an investment of \$20,000,000.00 or more in the energy sector of Iran.

(*ii*) A financial institution that extends \$20,000,000.00 or more in credit to another person, for 45 days or more, if that person will use the credit for investment in the energy sector of Iran.

(d) "Iran" means any agency or instrumentality of Iran.

(e) "Iran linked business" means either of the following:

(i) A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran.

(*ii*) A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

(f) "Person" means any of the following:

(*i*) An individual, corporation, company, limited liability company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group.

(*ii*) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in section 1701(c)(3) of the international financial institutional act, 22 USC 262r(c)(3).

(*iii*) Any successor, subunit, parent company, or subsidiary of, or company under common ownership or control with, any entity described in subparagraph (i) or (ii).

(g) "Public entity" means this state or an agency or authority of this state, school district, community college district, intermediate school district, city, village, township, county, public authority, or public airport authority.

History: 2012, Act 517, Eff. Apr. 1, 2013.

129.313 Ineligibility of Iran linked business to submit request for proposal bid; certification.

Sec. 3. (1) Beginning April 1, 2013, an Iran linked business is not eligible to submit a bid on a request for proposal with a public entity.

(2) Beginning April 1, 2013, a public entity shall require a person that submits a bid on a request for proposal with the public entity to certify that it is not an Iran linked business.

History: 2012, Act 517, Eff. Apr. 1, 2013.

129.314 Effect of false certification.

Sec. 4. If a public entity determines, using credible information available to the public, that a person has submitted a false certification under section 3(2), the public entity shall provide the person with written notice of its determination and of the intent not to enter into or renew a contract with the person. The notice shall include information on how to contest the determination and specify that the person may become eligible for a

future contract with the public entity if the person ceases the activities that cause it to be an Iran linked business. The person shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If a person does not make that demonstration within 90 days after receipt of the notice, the public entity may terminate any existing contract and shall report the name of the person to the attorney general together with information supporting the determination.

History: 2012, Act 517, Eff. Apr. 1, 2013.

129.315 Civil action; penalty.

Sec. 5. The attorney general may bring a civil action against any person reported under section 4. If a civil action results in a finding that the person submitted a false certification, the person 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 public entity's investigation, and reasonable attorney fees, in addition to the fine. A person who submitted a false certification shall be ineligible to bid on a request for proposal for 3 years from the date the public entity determines that the person has submitted the false certification.

History: 2012, Act 517, Eff. Apr. 1, 2013.

129.316 Conditional effect.

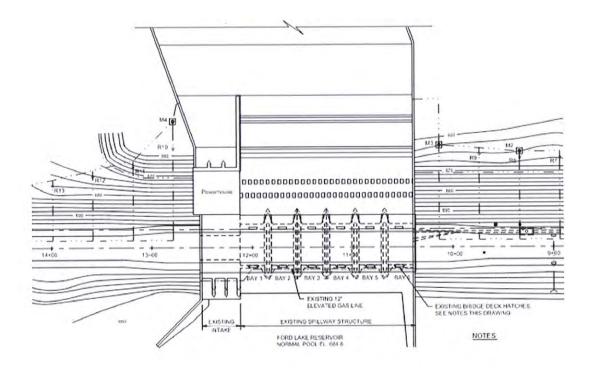
Sec. 6. The provisions of this act are effective only if Iran is a state sponsor of terror as defined under section 2 of the divestment from terror act, 2008 PA 234, MCL 129.292.

History: 2012, Act 517, Eff. Apr. 1, 2013.

High Level Work Plan

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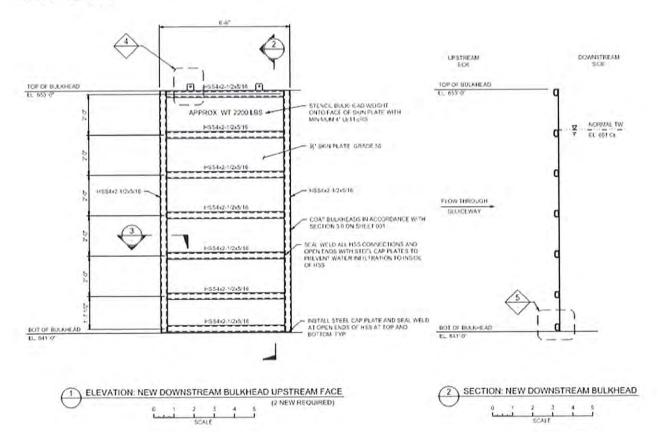
Mobilization to Site

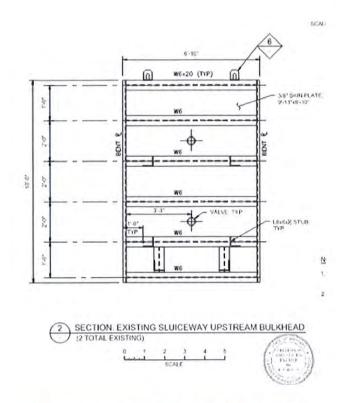
Ballard Marine Construction, LLC will obtain all necessary permitting and service provider communication will be handled and accepted prior to mobilization. All traffic control systems will be put in place prior to beginning the work. Ballard equipment and personnel will be mobilized to the job location and set up in a safe manner. All equipment will be relocated from the bridge at the end of each working day as specified.

Downstream Bulkheads will be fabricated, as accepted, prior to project mobilization.

Bulkhead Installation

Prior to starting the bulkhead installation crews must remove the bridge deck panels covering the bulkhead slots and send divers in to clean the first bulkhead slot. Divers will use a pressure washer and/or hand tools to remove any sediment debris or marine growth from the upstream slots. Once the slots have been cleaned the diver will clear the area and the upstream bulkheads can be lowered into position. After the bulkhead has been inspected the dive team will switch over to the downstream side and clean the corresponding sluice gate slots. Again, prior to bulkhead installation the bridge deck panels will need to be removed at the location of installation. The team will lower the downstream bulkhead and use a combination of tools and rigging to guide the bulkhead directly over the slots. After the diver has checked the bulkhead, the crew will begin dewatering operations to allow the EOR (BARR) to inspect the sluice gates.





Site Restoration & Demobilization

Once the bulkhead placements and sluice gate inspections have been completed crews will start demobilization by removing any marine equipment. Once fully demobilized the project will come to a conclusion with the restoration of the laydown area, if necessary.

From:	Caleb Stanley
То:	David Hibbs; Tony Raphael; Jeff Spoerl
Cc:	Chris J. Toulouse; Michael Saranen (msaranen@ypsitownship.org)
Subject:	RE: Ford Lake Dam - Ballard bid questions
Date:	Tuesday, April 9, 2024 8:58:43 PM
Attachments:	image002.png
	image003.png
	Ford Lake - Level 1 Schedule.xlsx

CAUTION: This email originated from outside of your organization.

David,

Please see attached level 1 schedule. Please keep in mind that all dates and durations are subject to change. If we can get through contracting and submittals more expediently, we have ability to start the job sooner.

Thank you,

Caleb Stanley Project Engineer



Detroit, MI p: 360.844.6877 m: 360-605-3008 caleb.stanley@ballardmc.com www.ballardmc.com

Turnkey Infrastructure Solutions

From: David Hibbs <DHibbs@barr.com>
Sent: Tuesday, April 9, 2024 4:08 PM
To: Caleb Stanley <caleb.stanley@ballardmc.com>; Tony Raphael <tony.raphael@ballardmc.com>;
Jeff Spoerl <jeff.spoerl@ballardmc.com>
Cc: Chris J. Toulouse <CToulouse@barr.com>; Michael Saranen (msaranen@ypsitownship.org)
<msaranen@ypsitownship.org>
Subject: RE: Ford Lake Dam - Ballard bid questions

Caleb, Jeff – received.

We need one more item to proceed - Can you please provide a high level schedule, as requested in Question 1 of the follow-up questionnaire and in Specification 1.0.E.1 requirements on Drawing S-01. It doesn't have to be a Gannt chart, a simple list of major milestones with dates if sufficient for this stage.

If possible, could you please provide the schedule yet tonight, or first thing Wednesday morning at the latest? We are hoping to meet a deadline tomorrow to get on the agenda for the Township's

(Owner's) next Board of Trustees meeting.

Thank you, Dave

David Hibbs, PhD, PE

Senior Civil Engineer Ann Arbor, MI office: 734.922.4437 cell: 734.205.8993 <u>dhibbs@barr.com</u> www.barr.com

resourceful. naturally.

If you no longer wish to receive marketing e-mails from Barr, respond to <u>communications@barr.com</u> and we will be happy to honor your request.

From: Caleb Stanley <<u>caleb.stanley@ballardmc.com</u>> Sent: Tuesday, April 9, 2024 2:09 PM

To: David Hibbs <<u>DHibbs@barr.com</u>>; Tony Raphael <<u>tony.raphael@ballardmc.com</u>>; Jeff Spoerl <<u>ieff.spoerl@ballardmc.com</u>>

Cc: Chris J. Toulouse <<u>CToulouse@barr.com</u>>; Michael Saranen (<u>msaranen@ypsitownship.org</u>) <<u>msaranen@ypsitownship.org</u>>

Subject: RE: Ford Lake Dam - Ballard bid questions

CAUTION: This email originated from outside of your organization.

Dave,

Thanks for talking with me just a moment ago. Please see attached answers to your questions as well as updated work plan and EMR record.

I will be going on PTO this weekend, please include myself and Jeff Spoerl on all communications as I will be likely unavailable.

Thank you,

Caleb Stanley Project Engineer



Detroit, MI p: 360.844.6877 m: 360-605-3008 <u>caleb.stanley@ballardmc.com</u> www.ballardmc.com

Turnkey Infrastructure Solutions

From: David Hibbs <<u>DHibbs@barr.com</u>>
Sent: Friday, April 5, 2024 4:13 PM
To: Tony Raphael <<u>tony.raphael@ballardmc.com</u>>; Jeff Spoerl <<u>jeff.spoerl@ballardmc.com</u>>; Caleb
Stanley <<u>caleb.stanley@ballardmc.com</u>>; Michael Saranen (<u>msaranen@ypsitownship.org</u>)
<<u>msaranen@ypsitownship.org</u>>
Subject: Ford Lake Dam - Ballard bid questions

Caleb, Jeff, Tony -

Please find attached questions and requests for clarifications related to your proposal for Ford Lake Dam Bulkhead Fabrication, Placement & Removal, submitted to Ypsilanti Township on April 2, 2024.

Please provide your response for each question and return to us by end of day Tuesday April 9; additional information can be included as attachments. Feel free to reach out with any questions on you may have.

Please reply acknowledging receipt of this email.

Thank you,

Dave Hibbs and Chris Toulouse

David Hibbs, PhD, PE

Senior Civil Engineer Ann Arbor, MI office: 734.922.4437 cell: 734.205.8993 <u>dhibbs@barr.com</u> <u>www.barr.com</u>



If you no longer wish to receive marketing e-mails from Barr, respond to <u>communications@barr.com</u> and we will be happy to honor your request.





Memorandum

To:	Ballard Marine Construction
From:	David Hibbs and Chris Toulouse, Barr Engineering Co.
Subject:	Ford Lake Dam Bulkhead Fabrication, Placement & Removal
Date:	April 5, 2024
Project:	22810058.00
c:	Michael Saranen, Hydro Manager, Ypsilanti Township

Below, please find questions and requests for clarifications related to your proposal for Ford Lake Dam Bulkhead Fabrication, Placement & Removal, submitted to Ypsilanti Township on April 2, 2024. Please provide your responses by end of day Tuesday April 9. Please enter your responses below each question; additional information can be included as attachments. We can be available for a telephone or video call if clarifications on the questions and requests are needed.

- Question 1: Please confirm your bid includes all work items shown on the Project plans and specifications. Please provide an updated high-level work plan to include cleaning of all sluice gates prior to inspection by Owner's Engineer, full removal (and reinstallation) of one sluice gate for inspection by Owner's Engineer, and sealing around overflow spillway crest hatches. Provide a Level 1 project schedule per Specification 1.0.E.1 requirements on Drawing S-01.
- Response: <u>See attached.</u>
- Question 2: Will a platform be provided for engineer inspection of the sluice gates, and will the contractor move the platform to each gate for inspection by Owner's Engineer?
- Response:Yes, Ballard will provide a platform with hand railings suitable for two people on the
downstream side of the sluice gate to assist with inspection. This platform will likely span
between the stoplog piers as stated in the addendum.
- Question 3: Confirm you will provide Washtenaw Count Road Commission time and space to inspect the concrete bridge deck around each of the 12 hatch openings with the hatches removed?

To:Ballard Marine ConstructionFrom:David Hibbs and Chris Toulouse, Barr Engineering Co.Subject:Ford Lake Dam Bulkhead Fabrication, Placement & RemovalDate:April 5, 2024Page:2

Response: Yes, we will provide WCRC opportunity to inspect the 12 hatch openings. Is the communication and coordination of such to be handled by Ballard or would you like it to go through Ypsilanti/Barr?

Question 4: What has been included in bid for testing of the reinstalled sluice gate after installation (i.e. is potential removal and reinstallation of US bulkhead assumed)?

Response:A full inspection of the newly installed sluice gate with guidance from owner/engineer will
be provided which will include photos, videos and proof of cycling. Although not priced
specifically, U/S bulkhead can be removed to flood the bay and reinstalled. Any additional
testing, if required, will be priced as an alternate (flooding and dewatering of the space
multiple times as an example).

Question 5: What is assumed working schedule (e.g. 5 days per week, 8 hours per day)?

Response: Assumed work schedule is 5 days per week, 10 hours per day as stated in the supplementary conditions, Article 7, SC-7.02. If this schedule is not acceptable, please let me know and we can work towards a solution.

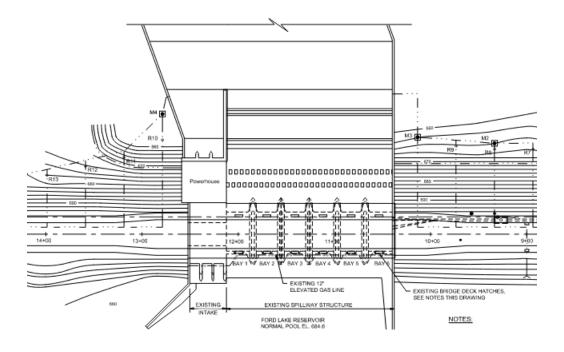
Question 6: Provide your firm's Interstate/Intrastate Experience Modification Rate (EMR) for the current year and past three years.

Response: <u>See Attached</u>

High-Level Work Plan

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Mobilization to Site

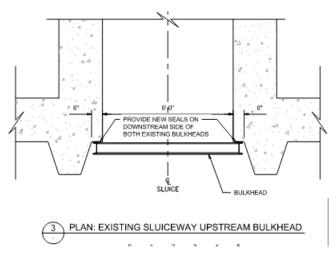
Ballard Marine Construction, LLC will obtain all necessary permits and service provider communication will be handled and accepted prior to mobilization. All traffic control systems will be put in place prior to beginning the work. Ballard equipment and personnel will be mobilized to the job location and set up in a safe manner. All equipment will be relocated from the bridge at the end of each working day as specified.

Downstream Bulkheads will be fabricated, as accepted, prior to project mobilization.

LOTO procedures will be followed closely prior to working in any of the bays and close communication with the hydro manager will be maintained.

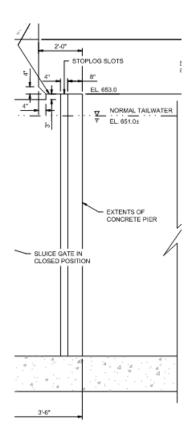
U/S Bulkhead Installation

Prior to starting the bulkhead installation crews must remove the bridge deck panels covering the bulkhead slots and send divers in to clean the first bulkhead slot. Divers will use a pressure washer and/or hand tools to remove any sediment debris or marine growth from the upstream slots. Once the slots have been cleaned the diver will clear the area and the newly gasketed upstream bulkheads can be lowered into position. The bulkhead and seal against the existing concrete will be inspected prior to moving to the downstream side of the bay.



D/S Bulkhead Installation

On the downstream side, divers will use a pressure washer and/or hand tools to do any necessary cleaning on the stop log slots. Again, prior to bulkhead installation the bridge deck panels will need to be removed at the location of installation. At this time, the team may also clean the sluice gates themselves of debris and marine growth as necessary to perform a thorough inspection. Any material or debris from cleaning efforts will be pushed downriver as stated in the provided plan from EOR (Barr). The team will then lower the downstream bulkhead and use a combination of tools and rigging to guide the bulkhead directly over the slots. After the diver has checked the bulkhead, the crew will begin dewatering operations to allow the EOR (BARR) to inspect the sluice gates.



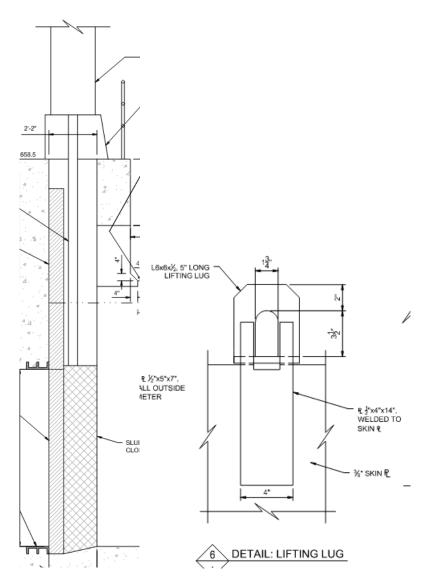
Dewatering and Sluice Gate Inspection

After both the upstream and downstream bulkheads are installed and confirmed sealed, dewatering can commence. The bays will be dewatered using a 4-inch dewatering pump, if necessary, another submersible pump can be added to assist. Bays will be dewatered as needed to perform the inspection, approximately 2ft as described in the addendum. Once the bay has been sufficiently dewatered, a working plank and access ladder will be provided and set up by the team so that the engineer can perform the inspection.

Sluice Gate Removal and Reinstallation

The one sluice gate which needs to be fully removed will be done with close communication with the owner and/or EOR. Prior to removal, at minimum, the upstream bulkhead will be installed to diminish the flow of water through the given bay. First, actuator screw will be disconnected from the sluice gate then retracted into its full height position. Then, hydraulics and any other connecting components will be removed before breaking loose any bolts from the hoist cylinder to the main deck. The hoist cylinder and actuator will then be fully removed by crane and placed on the bridge deck for inspection. Then the team will rig the sluice gate itself, pull the gate through the opened deck panel and place it on the bridge deck for full inspection. At this time, the sluice gate slots, and surrounding area can be cleaned be pressure washer and/or hand tools.

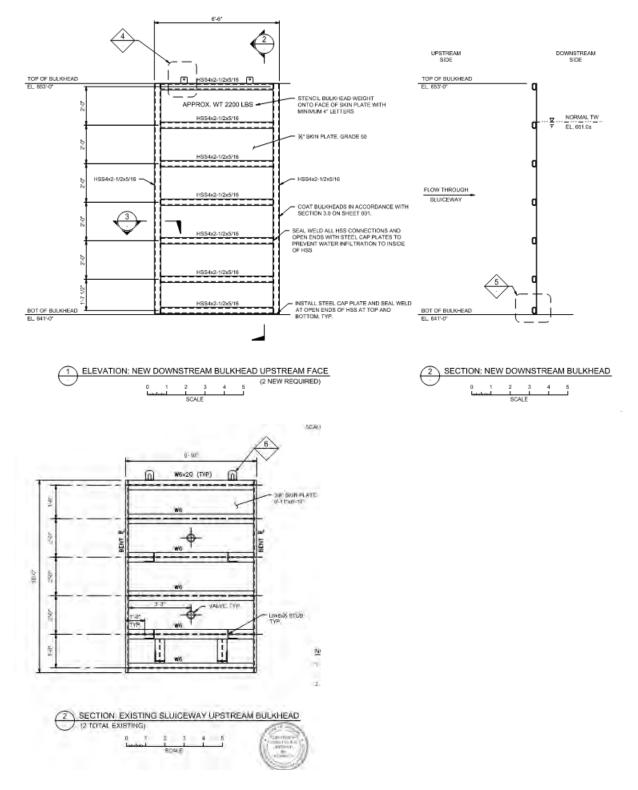
Post inspection, the sluice gate and accompanying components will be reinstalled in reverse order as above. The sluice gate will then be cycle tested to ensure performance. If necessary, the upstream bulkhead will be removed and reinstalled to test the sluice gate in full flow.



Bridge Deck and Spillway Hatch Openings

At this time, bridge deck hatches are planned to be removed by welding eyes directly onto the hatches and pulling the hatches by crane. At some point during the project, coordination will be had with WRCR to inspect the deck hatches and openings while they are removed. This can be done all at once, or organized as the project moves along.

Before reinstalling the spillway hatches, efforts will be made to add seals (backer rods or other) to reduce the flow of water which makes its way through the sides of the openings and down to the deck below.



Site Restoration & Demobilization

Once the bulkhead placements and sluice gate inspections have been completed crews will start demobilization by removing any marine equipment. Once fully demobilized the project will conclude with the restoration of the laydown area, if necessary.



December 14, 2023

Ballard Marine Construction, LLC 727 S. 27th Street Washougal, WA 98671

Re: NCCI Experience Rating Modifier Calculation

To Whom It May Concern,

Aon is the insurance broker for Ballard Marine Construction, LLC. Ballard Marine Construction, LLC is a corporation based in Washington state. Ballard Marine Construction's payroll and loss history generates the following NCCI Experience Modification factors;

Effective Date	Exp. Mods				
01-01-2024	0.90				
01-01-2023	0.79				
01-01-2022	0.85				
01-01-2021	0.75				
01-01-2020	0.74				

If you have any questions regarding the experience mod estimate, please do not hesitate to contact me.

Regards,

Catherine L. Seiner

Catherine L Geimer, CPCU CRIS Senior Account Executive Aon Direct: 314.719.5167 Email: cathy.geimer@aon.com

TASK GROUP	TASK	Start Date	End Date	Days	Sat	u V
Contracting/Permitting	Notice of Award	4/15/24	4/15/24	1	N	N
	Contracting	4/15/24	4/28/24	14	Ν	N
	Permitting	4/28/24	5/11/24	14	Ν	N
	NTP	4/29/24	4/29/24	1	Ν	N
Fabrication	Shop Drawing Submittals	4/28/24	5/11/24	14	Ν	N
	D/S Bulkhead Fabrication	5/11/24	5/24/24	14	Ν	N
Submittals	Submittal Approvals	5/11/24	5/31/24	21	Ν	N
Mobilization	Traffic Control	6/3/24	6/3/24	1	Ν	N
	Crew MOB and Setup	6/3/24	6/3/24	1	Ν	N
	Material Delivery	6/3/24	6/3/24	1	Ν	N
Bay A	Clean and Inspect	6/4/24	6/4/24	1	Ν	N
	U/S Bulkhead	6/5/24	6/5/24	1	Ν	N
	D/S Bulkhead	6/5/24	6/6/24	2	Ν	N
	Inspect Sluice Gate (Barr)	6/7/24	6/8/24	2	Ν	N
Bay B	Bulkheads & Inspect	6/7/24	6/12/24	6	Ν	N
Bay C	Bulkheads & Inspect	6/11/24	6/16/24	6	Ν	N
Bay D	Bulkheads & Inspect	6/15/24	6/20/24	6	Ν	N
Bay E	Bulkheads & Inspect	6/19/24	6/24/24	6	Ν	N
Bay F	Bulkheads	6/23/24	6/26/24	4	Ν	N
	Pull Sluice Gate	6/27/24	6/27/24	1	Ν	N
	Reinstall Sluice Gate	6/28/24	6/29/24	2	Ν	N
Spillway Hatches	Gasket and Reinstall Spillway Hatches	6/30/24	6/30/24	1	N	N
Demobilize	Demob	7/1/24	7/1/24	1	Ν	N

OTHER BUSINESS

PUBLIC COMMENTS

BOARD MEMBER UPDATES