

1. Council Meeting Agenda

Documents:

[10-3 -17 AGENDA.PDF](#)

2. October 3, 2017 City Council Packet

Documents:

[RED OCTOBER 3, 2017 COUNCIL PACKET_REDACTED.PDF](#)

3. Contract Documents For 2017 Ramp Program

Documents:

[3-0094-17-0021 2017 RAMP PROGRAM.PDF](#)

4. Council Action Minutes

Documents:

[ACTION MINUTES 10-03-17.PDF](#)



Revised 10/3/17

**CITY OF YPSILANTI
REGULAR COUNCIL MEETING
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, OCTOBER 3, 2017
7:00 p.m.**

I. CALL TO ORDER –

II. ROLL CALL –

Council Member Bashert	P A	Council Member Robb	P A
Mayor Pro-Tem Brown	P A	Council Member Vogt	P A
Council Member Murdock	P A	Mayor Edmonds	P A
Council Member Richardson	P A		

III. INVOCATION –

IV. PLEDGE OF ALLEGIANCE –

"I pledge allegiance to the flag, of the United States of America, and to the Republic for which it stands, one nation, under God, indivisible, with liberty and justice for all."

V. AGENDA APPROVAL –

VI. INTRODUCTIONS –

VII. AUDIENCE PARTICIPATION –

VIII. REMARKS BY THE MAYOR –

IX. PUBLIC HEARING –

Easement Agreement with Michigan Advocacy Program on 15 S. Washington.

- A. Resolution No. 2017-218, determination.
- B. Open public hearing
- C. Resolution No. 2017-219, close public hearing

X. CONSENT AGENDA –

Resolution No. 2017-220

1. Resolution No. 2017-221, approving minutes of September 18, 2017 and September 19, 2017.
2. Resolution No. 2017-222, approving nominations to Boards and Commissions.
3. Resolution No. 2017-223, approving the contract award to Saladino Construction for the 2017 ramp program.
4. Resolution No. 2017- 224, approving the bid award to Parks Installation & Excavating to Install UST fuel tanks at Fire Station.

5. Resolution No. 2017-225, rescinding Resolution No. 2017-098 and approving New Class C License with a Dance/Entertainment permit for DJ Jefferies Management LLC.

XI. RESOLUTIONS/MOTIONS/DISCUSSIONS –

1. Resolution No. 2017-226, approving Ordinance No. 1294 to rezone 75 Catherine from Core Neighborhood to Production, Manufacturing & Distribution. **(Second Reading)**
2. Resolution No. 2017-227, approving cooperative agreement between Huron Watershed Council and the City of Ypsilanti for Peninsular Dam Removal Study.
3. Discussion regarding the development of a community benefit ordinance.

XII. LIAISON REPORTS –

- A. SEMCOG Update
- B. Washtenaw Area Transportation Study
- C. Urban County
- D. Ypsilanti Downtown Development Authority
- E. Eastern Washtenaw Safety Alliance
- F. Police-Community Relations/Black Lives Matter Joint Task Force
- G. Friends of Rutherford Pool
- H. Housing Equity Leadership Team
- I. Economic Development Coordinating Committee

XIII. COUNCIL PROPOSED BUSINESS –

XIV. COMMUNICATIONS FROM THE MAYOR –

XV. COMMUNICATIONS FROM THE CITY MANAGER –

Nomination

Administrative Hearings Bureau Officer

Jack Gilbreath

XVI. COMMUNICATIONS –

XVII. AUDIENCE PARTICIPATION –

XVIII. REMARKS FROM THE MAYOR –

XIX. ADJOURNMENT –

Resolution No. 2017-228, adjourning the City Council meeting.



Revised 10/3/17

**CITY OF YPSILANTI
REGULAR COUNCIL MEETING
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, OCTOBER 3, 2017
7:00 p.m.**

I. CALL TO ORDER –

II. ROLL CALL –

Council Member Bashert	P A	Council Member Robb	P A
Mayor Pro-Tem Brown	P A	Council Member Vogt	P A
Council Member Murdock	P A	Mayor Edmonds	P A
Council Member Richardson	P A		

III. INVOCATION –

IV. PLEDGE OF ALLEGIANCE –

"I pledge allegiance to the flag, of the United States of America, and to the Republic for which it stands, one nation, under God, indivisible, with liberty and justice for all."

V. AGENDA APPROVAL –

VI. INTRODUCTIONS –

VII. AUDIENCE PARTICIPATION –

VIII. REMARKS BY THE MAYOR –

IX. PUBLIC HEARING –

Easement Agreement with Michigan Advocacy Program on 15 S. Washington.

- A. Resolution No. 2017-218, determination.
- B. Open public hearing
- C. Resolution No. 2017-219, close public hearing

X. CONSENT AGENDA –

Resolution No. 2017-220

1. Resolution No. 2017-221, approving minutes of September 18, 2017 and September 19, 2017.
2. Resolution No. 2017-222, approving nominations to Boards and Commissions.
3. Resolution No. 2017-223, approving the contract award to Saladino Construction for the 2017 ramp program.
4. Resolution No. 2017- 224, approving the bid award to Parks Installation & Excavating to Install UST fuel tanks at Fire Station.

5. Resolution No. 2017-225, rescinding Resolution No. 2017-098 and approving New Class C License with a Dance/Entertainment permit for DJ Jefferies Management LLC.

XI. RESOLUTIONS/MOTIONS/DISCUSSIONS –

1. Resolution No. 2017-226, approving Ordinance No. 1294 to rezone 75 Catherine from Core Neighborhood to Production, Manufacturing & Distribution. **(Second Reading)**
2. Resolution No. 2017-227, approving cooperative agreement between Huron Watershed Council and the City of Ypsilanti for Peninsular Dam Removal Study.
3. Discussion regarding the development of a community benefit ordinance.

XII. LIAISON REPORTS –

- A. SEMCOG Update
- B. Washtenaw Area Transportation Study
- C. Urban County
- D. Ypsilanti Downtown Development Authority
- E. Eastern Washtenaw Safety Alliance
- F. Police-Community Relations/Black Lives Matter Joint Task Force
- G. Friends of Rutherford Pool
- H. Housing Equity Leadership Team
- I. Economic Development Coordinating Committee

XIII. COUNCIL PROPOSED BUSINESS –

XIV. COMMUNICATIONS FROM THE MAYOR –

XV. COMMUNICATIONS FROM THE CITY MANAGER –

Nomination

Administrative Hearings Bureau Officer

Jack Gilbreath

XVI. COMMUNICATIONS –

XVII. AUDIENCE PARTICIPATION –

XVIII. REMARKS FROM THE MAYOR –

XIX. ADJOURNMENT –

Resolution No. 2017-228, adjourning the City Council meeting.



REQUEST FOR LEGISLATION
October 3, 2017

To: Mayor and Council

From: Joe Meyers, Community Development Manager

Subject: Easement Agreement with Michigan Advocacy Program

SUMMARY & BACKGROUND: The building located at 15 South Washington, also known as Smith Furniture has been essentially vacant since 1992.

The Michigan Advocacy Program (MAP) has a purchase agreement on 15 S. Washington and is in the due diligence process. Part of the development plan is to install windows on the North, South and East side of the building. Installing these windows will allow for offices on the second floor. With the building being at zero lot line, in order to install the windows, building code requires an easement from the neighboring property owner allowing access and ensuring that they will not construct a building abutting the windows rendering them inoperable. The easement also allows access for construction, repairs and maintenance.

The request is for the city to grant MAP a perpetual, irrevocable, and permanent easement on the City North Parcel 152 feet 7 inches long, 20 feet wide, and on the City East Parcel 106 feet 4 inches long, 20 feet wide, as both easement parcels are depicted on Exhibit 3, for light, air, view, and access for construction, repairs and maintenance for the exclusive benefit, use, and enjoyment of MAP Parcel.

The MAP is offering \$1 for the easement and acknowledges that the area covered by the easement is currently used as City-managed public parking and that the area currently includes certain structures—e.g., a guardrail, a light pole; etc.—owned and maintained by the City. The parties agree that, except for suspensions of the City's use during the renovation period and future repair periods, the City may continue this use and may continue to maintain these structures. MAP also agrees that parcel and easement shall not be used for the purpose of any Adult Foster Care Facility or Home or any of the following Adult Regulated Uses: Adult Book Store, Adult Motion Picture Theatre, Adult Hotel/Motel, Adult Mini-Motion Picture Theatre, as those terms are described in Chapter 122 of the Ypsilanti City Code. This shall be a covenant running with the land. Additionally, the property shall revert back to the City if development does not occur within five years.

Department of Public Services has reviewed the request and has no objections to the sale of public rights-of-way at this property.

The Historic District Commission has already approved the installation of the windows.

ATTACHMENTS: Proposed Resolution, Proposed Easement and map

RECOMMENDED ACTION: Staff recommends approval of the proposed easement agreement and a resolution authorizing the Mayor to enter into the agreement.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



RESOLUTION NO. 2017 - 218
October 3, 2017

RESOLUTION APPROVING EASEMENT AGREEMENT WITH MICHIGAN ADVOCACY
PROGRAM

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that: the certain easement agreement with the Michigan Advocacy Program, a Michigan non-profit corporation, copy attached, is hereby approved and the mayor and city clerk are authorized to sign the same, subject to the approval of the city attorney.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Easement Agreement

This conveyance is made on this, the ____ day of _____, 2017, between the City of Ypsilanti, a Michigan home rule city of One S. Huron Street, Ypsilanti, MI 48197 (Grantor) and Michigan Advocacy Program (MAP), a Michigan nonprofit corporation of 420 N. Fourth Avenue, Ann Arbor, MI 48104 (Grantee), on the following terms and conditions.

1. **Purpose.** Grantor and Grantee own adjacent parcels of land. Grantee wishes to obtain a perpetual, irrevocable, and permanent easement for light, air, unobstructed view, and access over, above, and adjacent to Grantor's parcels for the non-exclusive benefit of Grantee's adjacent parcel. Grantor desires to convey to Grantee a perpetual, irrevocable, and permanent easement for light, air, view, and access over, above, and adjacent to Grantor's parcels for the exclusive benefit of Grantee's adjacent parcel.

2. **Burdened property.** Grantor is the owner of a parcel of land in the City of Ypsilanti, County of Washtenaw, Michigan, legally described on Exhibit 1 (City Parcel), and visually depicted on Exhibit 2.

3. **Benefited property.** Grantee is the owner of adjoining land in the City of Ypsilanti, Michigan, legally described on Exhibit 3 and depicted on Exhibit 2 (MAP Parcel).

4. **Grant of Easements.** Grantor grants a perpetual, irrevocable, and permanent easement on the City Parcel 152 feet 7 inches long, 20 feet wide on the north side of the MAP Parcel (North Easement) and 106 feet 4 inches long, 20 feet wide on the east side of the MAP Parcel (East Easement) as both easement parcels are depicted on Exhibit 2, for light, air, view, and access for construction, repairs and maintenance for the non-exclusive benefit, use, and enjoyment of MAP Parcel. In addition:

- a) The East Easement shall allow daily access for deliveries, access, and emergency egress (the Access Easement) in perpetuity. The East Easement shall also allow daily access for renovations and improvements to the property (the Repairs Easement) for the period from September 15, 2017 until the planned renovations are complete, but not later than October 1, 2020.

For the Access Easement, Grantee shall utilize commercially reasonable efforts to minimize the effect of its use of the easement on traffic flow into the adjoining parking areas. For the Repairs Easement, after the intended renovations on the MAP Parcel are complete, Grantee shall provide notice to Grantor seven (7) days prior to

Grantee use of the easement on the East Easement for repairs, and any such use shall last no more than seven (7) days in each instance.

The parties agree that this is a non-exclusive easement. The area covered by the easement is currently used and may continue to be used by the parties and the public for ingress and egress to the parking areas maintained by the City on the City-owned parcel.

- b) The North Easement shall allow daily access for renovations and improvements to the property for the period from September 15, 2017 until the planned renovations are complete, but not later than October 1, 2020. After the intended renovations on the MAP Parcel are complete, the easement shall be used to allow access for renovations and repairs. Grantee shall provide notice to Grantor seven (7) days prior to Grantee use of the North Easement and any such use shall last no more than seven (7) days in each instance.

The parties acknowledge that the area covered by the easement is currently used as City-managed public parking and that the area currently includes certain structures—e.g., a guardrail, a light pole; etc.—owned and maintained by the City. The parties agree that, except for suspensions of the City's use during the renovation period and future repair periods, the City may continue this use and may continue to maintain, repair, and replace these structures.

5. Utility Easement. The City of Ypsilanti further grants a utility easement to Grantee for the maintenance, repair, or replacement of existing water, sanitary sewer, and storm sewer utilities. Such utility easement shall exist solely where current utilities are located. Grantee shall provide notice to Grantor seven (7) days prior to such maintenance, repair, or replacement. The parties shall negotiate in good faith any additional necessary utility easements to serve the MAP Parcel, if discovered during renovation.

6. Additional Agreements.

- a) Grantee agrees that the MAP Parcel and the easements as described herein shall not be used for the purpose of any Adult Foster Care Facility or Home or any of the following Adult Regulated Uses: Adult Book Store, Adult Motion Picture Theatre, Adult Hotel/Motel, Adult Mini-Motion Picture Theatre, as those terms are described in Chapter 122 of the Ypsilanti City Code. This shall be a covenant running with the land.
- b) Grantee agrees that in the event that the MAP Parcel is not completely developed for use by Grantee within five years of conveyance, this Easement Agreement shall terminate and all right, title, and interest in the easements as described herein shall revert to the Grantor.

7. Permanence. This easement shall be permanent, irrevocable, and perpetual and shall run with the land, buildings, and improvements affected and any appurtenant rights, and no

violation of any term or provision of this easement shall result in a forfeiture or reversion of the rights granted under it.

8. Successors and assigns. This easement shall inure solely to the benefit of Grantee and its successors and assigns and any successors in interest to Grantee holding any interest in MAP Parcel or any part of it and shall be binding on Grantee and Grantor and their respective heirs, legal representatives, assigns, and successors in interest in their respective properties. Except as specifically set forth in this easement, Grantee and Grantor shall retain their full ownership and control of their respective properties.

For good and valuable consideration, Grantor grants, conveys, demises, and releases to Grantee and its successors and assigns forever, for the benefit of MAP Parcel and every part of it, a perpetual, irrevocable, and permanent easement as described above.

THE GRANTOR IS A MUNICIPALITY OF THE STATE OF MICHIGAN AND THIS IS THEREFORE WITHIN THE MEANING OF MCLA 207.505(h)(i). ALSO EXEMPT UNDER MCL 207.526(h)(i).

GRANTOR
CITY OF YPSILANTI

Dated: _____

By: _____
Amanda Edmonds, Mayor

STATE OF MICHIGAN)
) ss:
WASHTENAW COUNTY)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2017, by Amanda Edmonds, who being duly sworn, did say that she is the Mayor of the City of Ypsilanti and did represent that she was duly authorized to execute this document on behalf of said Michigan municipality.

_____, Notary Public
Washtenaw County, Michigan
Acting in Washtenaw County
My Commission Expires: _____

Dated: _____

By: _____

Frances McMullan, Clerk

STATE OF MICHIGAN)
) ss:
WASHTENAW COUNTY)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2017, by Frances McMullan, who being duly sworn, did say that she is the Clerk of the City of Ypsilanti and did represent that she was duly authorized to execute this document on behalf of said Michigan municipality.

_____, Notary Public
Washtenaw County, Michigan
Acting in Washtenaw County
My Commission Expires: _____

GRANTEE
Michigan Advocacy Program

Dated: 9-29-17

By: _____
Robert F. Gillett, Executive Director

STATE OF MICHIGAN)
) ss:
WASHTENAW COUNTY)

The foregoing instrument was acknowledged before me on this 27th day of September, 2017, by Robert F. Gillett, who being duly sworn, did say that he is the Executive Director of the Michigan Advocacy Program and did represent that he was duly authorized to execute this document on behalf of said Michigan nonprofit corporation.



_____, Notary Public
Washtenaw County, Michigan
Acting in Washtenaw County
My Commission Expires: 4/26/19

Recording Fee: \$30
State Transfer Tax: \$0
Tax Parcel #11-11-39-101-017

Instrument drafted by, when recorded return to, and
send subsequent tax bills to:
Michigan Advocacy Program

#11-11-39-101-018

Robert F. Gillett, Executive Director
420 N. Fourth Avenue
Ann Arbor, MI 48104

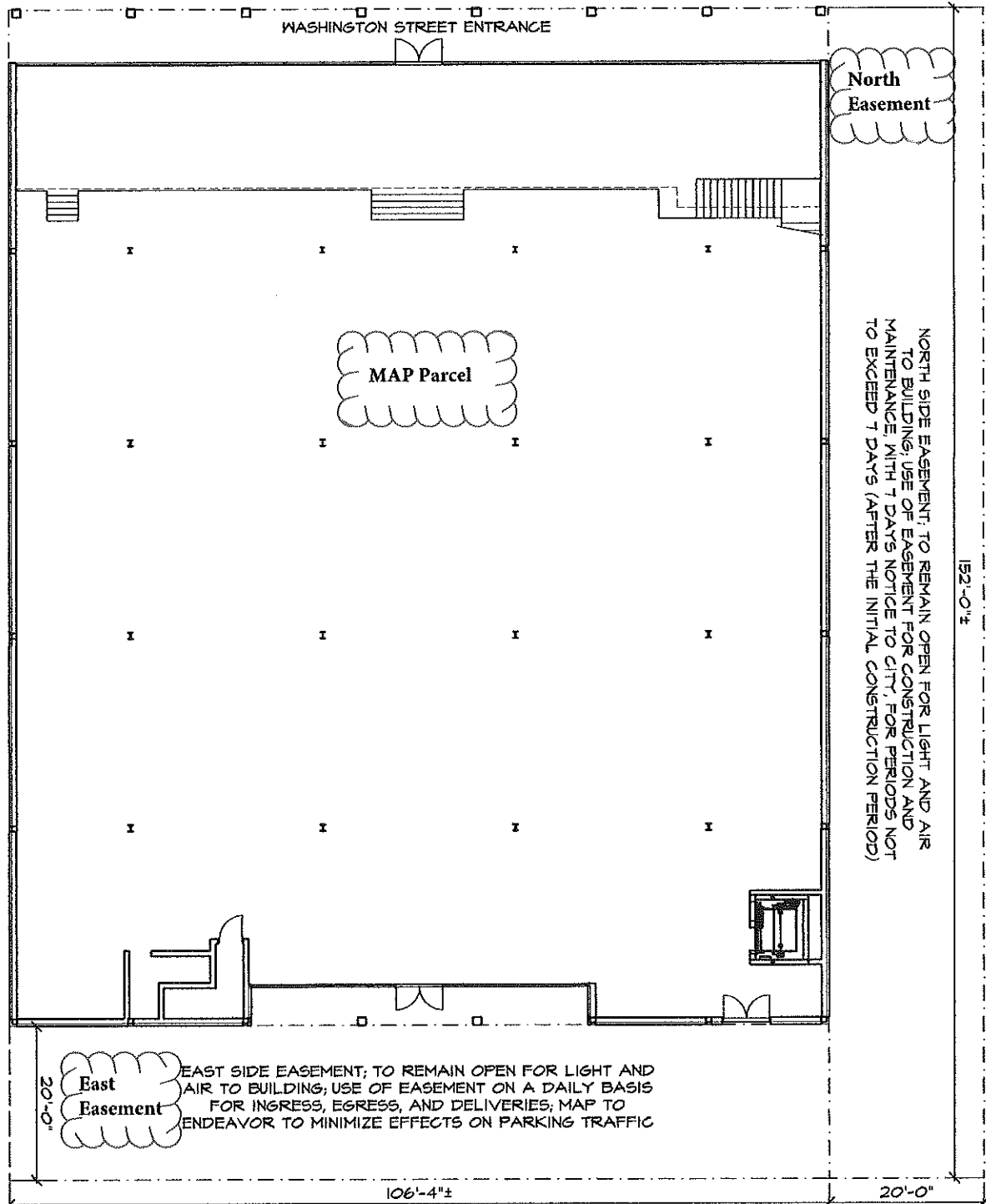
EXHIBIT 1
City Parcel

Real property located in the City of Ypsilanti, County of Washtenaw, State of Michigan, legally described as:

OLD SID 11 11-030-125-00 YPC 2W-200 LOTS 124 THRU 129 EXC S 106.09
FT OF W 132 FT ORIGINAL PLAT

Commonly known as S. Huron Street Parking Lot
Parcel Tax ID# 11-11-39-101-018

EXHIBIT 2



PROPOSED EASEMENT PLAN
15 S. WASHINGTON
YPSILANTI, MI
1/16" = 1'-0" 6-26-17

CORNERSTONE DESIGN INC
734.663.7580
CDIARCHITECTS.COM

EXHIBIT 3
MAP Parcel

Real property located in the City of Ypsilanti, County of Washtenaw, State of Michigan, legally described as:

OLD SID 11 11-030-129-00 YPC 2W-201 COM AT SW COR LOT 129,TH N
106.09 FT,TH E 132.57 FT,TH S 106.09 FT TO FERRIS ST,TH W 132 FT TO
POB.PT OF LOTS 126 & 129 ORIGINAL PLAT

Commonly known as 15 S. Washington Street
Parcel Tax ID# 11-11-39-101-017



RESOLUTION NO. 2017 - 219
October 3, 2017

That the public hearing for easement agreement with the Michigan Advocacy Program, a Michigan non-profit corporation **be officially closed.**

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



Resolution No. 2017- 220
October 3, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. Resolution No. 2017–221, approving minutes of September 18, 2017 and September 19, 2017.
2. Resolution No. 2017-222, approving nominations to Boards and Commissions.
3. Resolution No. 2017-223, approving the contract award for the 2017 ramp program.
4. Resolution No. 2017-224, approving the bid award to Parks Installation & Excavating to Install UST fuel tanks at Fire Station.
5. Resolution No. 2017-225, rescinding Resolution No. 2017-098 and approving New Class C License with a Dance/Entertainment permit for DJ Jeffries LLC.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



Resolution No. 2017-221
October 3, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of September 18, 2017 and September 19, 2017 be approved.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



**CITY OF YPSILANTI
COUNCIL SPECIAL MEETING
YPSILANTI FREIGHT HOUSE – 100 MARKET PLACE
MONDAY, SEPTEMBER 18, 2017
7:00 P.M.**

I. CALL TO ORDER –

The meeting was called to order at 7:15 p.m.

II. ROLL CALL –

Council Member Bashert	Present	Council Member Robb	Present
Mayor Pro-Tem Brown	Present	Council Member Vogt	Present
Council Member Murdock	Present	Mayor Edmonds	Present
Council Member Richardson	Present		

III. INVOCATION –

Mayor Edmonds asked all to stand for a moment of silence.

IV. PLEDGE OF ALLEGIANCE –

"I pledge allegiance to the flag, of the United States of America, and to the Republic for which it stands, one nation, under God, indivisible, with liberty and justice for all."

V. AGENDA APPROVAL-

Council Member Vogt moved, seconded by Council Member Richardson to approve the agenda.

On a voice vote, the motion carried, and the agenda was approved as submitted.

VI. PRESENTATIONS –

— Housing Affordability Presentation – Amber Fellows, Ka’Ron Gaines, and Kyle Hunter members of the Human Relations Commission.

Amber Fellows, Ka’Ron Gaines, and Kyle Hunter provided a presentation regarding housing affordability.

VII. AUDIENCE PARTICIPATION -

1. Jerri Dodge, no address, thanked Council for their dedicated work to the city, however does not feel represented. She asked for the International Development to contain affordable housing elements as well as alternative housing.
2. Ari Allyn-Feuer, 986 Madison, stated the International Village Development should not be derailed because of the absence of rent control. The development will not hurt the city’s attempts to keep housing affordable but will help the city in many other areas by expanding the rate, create jobs, and bringing the issue of Water Street to an end.

3. Jeff Yoder, 1625 Prospect, stated he understands the city needs greater revenue and has for some time but does not think this development is the right answer.
4. Mark Higbee, 704 Hemphill, stated years ago he was a tenant organizer in New York fighting gentrification. Water Street is an empty thirty acre lot purchased foolishly by the city and if a new development is built there it isn't really gentrification. He understands that too much economic growth can lead to displacement, but building new housing is not actually gentrification. If the purchase agreement is approved there is still a great possibility the International Village will not be built.
5. Jordan Solano-Reed, 905 E. Cross, stated he is a lifelong resident and is a City and Regional Planner by trade and would not classify this development as gentrification. However, the city does need to create policy for affordable housing just not on this development.
6. Quinn Phillips, 414 Emmet St., understands the city is in a financial crisis but it hurts to hear the mayor state Ypsilanti is affordable. Many people campaigned to pass the millage and were told it would be enough to solve the Water Street issue only to find out it won't.
7. Alex Husted, 430 S. Adams St., stated solving economic disparities caused capitalism will not be solved by more capitalism. She added there is also a possibility Water Street contains a Native American burial ground, which must be addressed prior to any development.
8. Bryan Foley, 425 Ainsworth, stated gentrification is very real. He said Ypsilanti's motto is Pride, Diversity, and Heritage. He said in Council Chamber hangs a Black Lives Matter banner and if black lives actually matter Council needs to address affordable housing.
9. Bee Roll, 317 South Street, believes Ypsilanti has the power to do things differently and Council needs to listen to the people in their community. This city could be a Mecca for housing affordability and for racial equality.
10. Nathanael Romero, 413 W. Cross, stated he is in favor of creating greater housing affordability in Ypsilanti.
11. Adam Gainsley, 409 N. Adams, stated he appreciates the community engagement. Housing affordability should be at the forefront of everyone's mind but the city needs to do something positive with Water Street. However, he does not believe housing affordability should be a part of this development. Asked that Council and city staff be better at disseminating information to the community.
12. Isaac Levine, 600 S. Hamilton, stated gentrification is a threat to the diversity of the city. He added City Council has tried to suppress a public input period regarding the most important developments to occur in this city. He urged City Council members to vote no, or abstain from voting on this purchase agreement until an affordability component has been added to the purchase agreement.
13. Michael Bodary, stated he disagrees with the characterization of council for not being responsive to the public. He said he does not believe landlords are increasing rents simply to get rich they also must cover costs of being a property owner. The International Village development will be positive for the diversity of the city.
14. Shane McParland, [REDACTED], stated he is a homeowner and encourages other homeowners to be skeptical of the International Village Development. He is also a

landlord and has witnessed firsthand how rents have increased through Ann Arbor residents moving to Ypsilanti. He said the City does not need to subsidize millionaires for a development to occur on Water Street.

15. Brett Zeuner, stated he is a member of the Sustainability Commission, which is attempting to develop a decision making tool Council could employ to decide on what developments would be most sustainable. He is not here to discuss if gentrification will be furthered by this development, but what the HRC has shown is that Ypsilanti residents are vulnerable. He said an issue he finds is the use of public land without the broad support of the community. If development disenfranchises residents, displaces people, or does not represents the views of the majority of citizens council should not approve it. He does not think citizens voted to fund Water Street so it could be sold to wealthy investors.
16. Katy Clark, 430 S. Adams #2, stated she is very unclear what the Police Chief's role is for going to China as a part of this development. She does not believe if the developers find anything from the suspected Native American burial ground they would stop. What she is hearing from Council is it does not care about black people, young people, home insecure people, and indigenous people.
17. Zac Fosler, 601 Fosler, Executive Director of the Ypsilanti Housing Commission, provided an overview of Housing Commission properties. He explained the resources available to assist in pulling residents out of poverty. He has dedicated his life to serving populations this city clearly cares about, and he wants to be clear this City Council cares very much for Housing Commission projects. He added Water Street is not the site for affordable housing, Council has already tried that and it failed. The site is too contaminated and MSHDA would not allow the development to happen. Some speakers have suggested including affordable housing in the International Village Development and he is in support of inclusionary zoning unfortunately it is illegal in the state of Michigan.
18. Deva Madhava Das, 108 N. Adams, stated the Harmony Collective is offering a paradigm outside of the capitalism perspective. Offered the collective as a warming station during the winter so long as their prayer is not interrupted. Suggested Council establish a living wage for the 400 permanent jobs created by the proposed development, including any further developments.
19. Kira Berman, 1122 Pearl St., stated affordable housing is a real problem in Ypsilanti. Council has been working to keep housing affordable but do need to hear from the public of the extent of the city. She asked the public to assist and collaborate with Council to protect housing affordability.
20. James Arnoldi, 201 E. Cross St. #1, stated gentrification is a real issue and needs to be addressed. The fear and pain caused by the possibility of being pushed out of your home should not cause xenophobia. The Water Street property is not a home for anyone at this time, it is an empty lot. The city cannot not let this development slip through, however, it can address housing affordability through other strategies.
21. Frankie Konieczki, 160 N. Washington, urged Council to vote no for this purchase agreement. Asked for more time to inform the marginalized community about this project.
22. Alicia Rasario, 211 Ferris St., spoke out against the International Village Development. She asked there should be more thought into development.

23. Heather Charles, 160 N. Washington St., stated the city purchased the Water Street site because it provides a chance to input to what will be developed on that site.
24. Emmanuel Lewis, 911 Grant St., stated he is a professor at Eastern Michigan University and has taught many Chinese students through the years and is proud of that exchange. He feels many details about this development are unknown and it appears very rushed. He asked if the loss of income for student housing and current landlords already operating in the city has been discussed. He stated it is best to have international students immerse themselves in the local culture rather than be separated from the community. He feels it is a bad deal and urged Council to vote no.
25. Stephen Silverberg, 1455 Roosevelt, stated he has been poor and is concerned with affordable housing because he could again be poor. There are two different things being discussed; Water Street and affordable housing. A developer will not be willing to perform the scope of work required for the development of Water Street and include affordable housing.
26. Amanda Gaytan, 56 N. Huron, asked the city to find a different development and to not fall into this trap. She asked if this development occurs will the millage be void. Since the millage passed it should allow the city more time to find a more suitable development.
27. Audience Member, stated as a child of Chinese and Taiwanese immigrants she is against the International Village Development. She recognizes this issue as not one of diversity or xenophobia but one of gentrification.
28. Joy Lange, 1939 Roosevelt, stated she feels this development happening too quickly. She said almost all of the people she has spoken with have not heard of this development. If this concern is going to happen the community needs to be made aware in order to provide input.
29. Annie Somerville, 40 E. Cross, stated there are EMU signs around town that say "you are welcome here". However, the university has done little to help international students. She voted for a Water Street debt millage twice and is angry to hear about the International Village.
30. Eve Floly, 509 W. Forest, stated it was strange the location of this event was changed. It seems City Council did not want people to attend this meeting.
31. Liz Dahl MacGregor, 103 N. Lincoln St., stated an International Village being developed on Water Street does not seem like a bad. However, the idea of selling citizenship to the highest bidder while neighbors are being deported is terrible. The approval of the Water Street millage should allow more time to find better developments.
32. Amy Shrodes, 713 N. River St., stated she decided to move to Ypsilanti because of the diversity. She asked for this development to be slowed down because if the city is rushed it could cause greater issues in the city. She sees the fact some of Council and city staff are going to China is a big issue.
33. Sue Melke, 330 Chidester #409, stated she understands the threat of gentrification and lives in subsidized housing. However, she attends many Council meetings and has witnessed Council debate \$1,000 during budget approval. A city that needs to argue over \$1,000 is not solvent and the approval of the millage does not solve the Water Street problem. She encouraged residents to attend Council meetings and read the minutes and Council packets. Not taking this development would be a mistake.

34. Zachary Harding, 916 Pearl St., stated this is not a new issue in Ypsilanti and there is not development out there the city is not soliciting. However, there is no market for contaminated land and the city needs to move forward with the development.
35. Sara Scherbert stated she attended tonight to learn more about this issue and wanted to be convinced that the International Village is a viable development. However, the concerns of the community need to be listened to and the city should not act out of fear.

VIII. REMARKS FROM THE MAYOR –

- Mayor Edmonds explained tomorrow the regular scheduled Council Meeting will be held in which there will be a public hearing regarding the International Village Development purchase agreement.

IX. MOTIONS, RESOLUTIONS, DISCUSSIONS -

- Discussion on the International Village Development specific to housing affordability.

X. AUDIENCE PARTICIPATION –

1. Sue Melke, 330 Chidester #409, stated this development will preserve the Border to Border Trail and the access to the river.
2. Ari Allyn-Feuer, 986 Madison, stated it is not clear how long this discussion will last but he hopes in future discussion people are not vilified based on where they come from and members of Council.
3. Audience Member asked if the Council meeting will be at the Freighthouse because the flier she received and the city's website state it will be in Council Chambers.

Mayor Edmonds explained the change was made in order that all who wanted to attend this meeting would have space.

4. Julia Bayha, 401 W. Michigan, stated she is appalled every time an issue affecting the African American community there is very little effort to reach out to that community to be at meetings that include decisions that would affect them. There are no ways forward for an equitable society unless we include everyone in these conversations.
5. Nathanael Romero, 413 W. Cross, condemned any xenophobic language that has come from this crowd but this is not about xenophobia. The only people that are claiming this is an issue of xenophobia are white males.
6. Brett Zuener, stated Council needs to heed the demand from the public and take this development slow. He asked the information on how Council's and staff trip to China is being financed should be made public.
7. Annie Somerville, 40 E. Cross, stated many in the audience are confused why the trip to China is planned for the day after Council votes on the purchase agreement.
8. Alicia Rasario, 211 Ferris St., stated her mother chose to live in Ypsilanti because of its diversity. She has had the opportunity to go to Asia and understands how African Americans are treated there. She asked Mayor Pro-Tem Brown to take note of that treatment.

9. Veronica Irving, 1564 Village Ln., stated she is a veteran and is having trouble affording rent in Ypsilanti. It is incorrect to say gentrification is not occurring in Ypsilanti.
10. Jerri Dodge stated she is proud for how City Council has graciously taken the comments made tonight. She thanked them for their hard work.

XI. REMARKS FROM THE MAYOR –

— She asked the public to review the documents for tomorrow’s meeting.

XII. ADJOURNMENT -

Resolution No. 2017-207, adjourning the City Council Meeting

OFFERED BY: Council Member Bashert

SECONDED BY: Council Member Richardson

On a voice vote, the motion carried, and the meeting adjourned at 9:47 p.m.



**CITY OF YPSILANTI
REGULAR COUNCIL MEETING
YPSILANTI FREIGHTHOUSE – 100 MARKET PLACE
YPSILANTI, MI 48197
TUESDAY, SEPTEMBER 19, 2017
7:00 p.m.**

I. CALL TO ORDER –

The meeting was called to order at 7:12 p.m.

II. ROLL CALL –

Council Member Bashert	Present	Council Member Robb	Present
Mayor Pro-Tem Brown	Present	Council Member Vogt	Present
Council Member Murdock	Present	Mayor Edmonds	Present
Council Member Richardson	Present		

III. INVOCATION –

Mayor Edmonds asked all to stand for a moment of silence.

IV. PLEDGE OF ALLEGIANCE –

"I pledge allegiance to the flag, of the United States of America, and to the Republic for which it stands, one nation, under God, indivisible, with liberty and justice for all."

V. AGENDA APPROVAL –

Mayor Pro-Tem Brown moved, seconded by Council Member Richardson to approve the agenda.

On a voice vote, the motion carried, and the agenda was approved as amended.

VI. INTRODUCTIONS –

VII. AUDIENCE PARTICIPATION –

1. Jerri Dodge stated she would like this community to proudly have access to city services. She wants Council to work toward helping the people of this community not just to survive but to thrive. She would like Council to add caveats to the agreement to ensure this community and residents are protected.
2. Ka'Ron Gaines, 833 Armstrong, stated he appreciates the work of Council and the issue of Water Street has been occurring for years. This isn't easy and respect should be given to Council and the community and city officials need to work together to solve this community's problems.
3. Robert Barnes, 520 Cross, stated he is in support of the International Village Development. This development would have a taxable value of \$150 million, which could create \$1.4 million in tax revenue annually. Ypsilanti public schools would see an influx of \$2.7 million and the AAATA

would see a substantial boost in revenue just from this project. He said the Parkridge Development is going to provide eight-six additional units of affordable housing.

4. Quinn Phillips, 414 Emmet, the International Village Development is not about who will be displaced by the project but the potential that development to cause a raise in rent, which could cause displacement. What she saw last during the meeting last night is a community that feels this development is moving too quickly.
5. Audience Member, stated we are all stealing indigenous land. During the last meeting some commenters stated this development could not cause gentrification because it does not specifically displace anyone. This thought is incomplete because it does not consider other indicators of gentrification.
6. Audience Member, stated there is a home on Hawkins St. that has not had its grass cut in some time and abandoned vehicles are parked on the street. She asked why there is not a speed limit sign on Hawkins from Michigan Ave to Harriet.
7. Nathanael Romero, 413 W. Cross, stated the crowd tonight could potentially witness something vile if Council approves the purchase agreement. He added the only people who spoke in support of the International Village were white middle class home owners.
8. Alice Elliott, 502 Pearl St. #2, stated she used to live in Ann Arbor and has witnessed firsthand what happens when developments like these come to a city. She witnessed the rents increase in Ann Arbor and how it displaced the residents of that city.
9. Alex Husted, 430 S. Adams St., stated this process needs to slow down and the best way for Council to achieve that is to vote no to allow more time to negotiate.
10. Bryan Foley, 425 Ainsworth, stated most of the people making decisions in Ypsilanti are not indigenous to the city. What is currently occurring is compromising the heritage of the city. The influx of white individuals moving into his neighborhood has changed his neighborhood. He asked Council to consider the cultural identity of the community and what this development would do to it.
11. Van Loggins, 115 Hawkins, stated the Southside of Ypsilanti has been marginalized for a very long time. He said there has not been enough transparency for this development and that is a major problem.
12. Bob Gellet, 15 S. Washington, stated 15 S. Washington has been vacant since the 1990s his organization Michigan Advocacy Program wishes to acquire an easement for that property. He said city staff has been incredibly helpful and they are very excited about relocating to Ypsilanti.
13. Shane McParland, [REDACTED] expressed his opposition to the International Village development. He stated just because the city has seen some hard times does not mean they should approve this development to cause additional hard times for residents of this city. He encouraged Council to vote against the development and find alternatives.
14. Justin Snyder, 863 Hill, stated he is a homeowner and one of the reason he purchased a home in the city is because of its diversity. He hopes Council will continue to honor that diversity.
15. Amber Fellows, 334 Jarvis, stated Representative Ronnie Peterson informed her last night's meeting was the most widely attended event he had seen in this city. Twenty years ago the city passed its non-discrimination ordinance, which at the time was very contentious much like this issue. After twenty years no one is against the passage of that ordinance and she sees parallels

between it and this issue. She asked if Council wants to be on the right side of history and willing to fight back against gentrification.

16. Audience Member stated she is opposed to the International Village Development. She does not believe being against this development is being Anti-Chinese.
17. Reza Rajabi, 110 Summit, stated he came to this country thirty years ago and he loves this country because it allows people to speak their mind. He said a couple of months ago he came to a Council meeting outraged because the water was shut off at his property. The city informed him the water would not be turned on unless he paid a \$1,000 bond. He said he did not threaten Council but he did shout. He claimed Council passed a resolution to ban him from City Hall, which he claims was done because of his accent.

Mayor Edmonds stated she is unaware of a resolution passed by Council banning him from city hall.
18. Julia Bayha, 401 Michigan Ave., stated she watched her whole life as people were displaced from Ann Arbor and moved to Ypsilanti. She asked where people will move to once displaced from this city. She said if this development occurs it should be required the jobs created go to the marginalized people of this community.
19. Kyle Hunter, 109 Ferris, spoke in opposition of the purchase agreement for the International Village development.
20. Audience Member, 423 Emmet, stated she could not imagine that after two nights of discussing this Council would postpone the approval of the purchase agreement. She would like to spread affordable housing throughout the community rather than in one place.
21. Lee Tooson, 107 Middle, stated he sees separatism in this community same as in 1949 when his family came to this city. He sees the white people are trying to take the Southside of Ypsilanti back from the black community. He asked that a streetlight be replaced.
22. Barbara Zmich, 314 Maple, stated she does not want anyone that chose to live in this community to feel like they are in the way of development. She said twenty years ago she worked very hard to get the non-discrimination ordinance passed and at that time many of the same people arguing against that ordinance are now arguing against this development. She is glad to see people coming together to voice opposition against this development.
23. Mary Jo Callen, 1113 Westmooreland, stated she supports the formation of an Affordable Housing Task Force and suggested it be expanded its focus. The data still states Ypsilanti as having affordable housing but the struggles of Ypsilanti have been the same for a decade. Ypsilanti needs to examine all possible tools to combat gentrification. This city cannot change the market single handedly the city must work in concert with the rest of the region. She supported the passage of the purchase agreement because it will lead to greater community engagement until the project begins. If Council votes no it would basically tell the world Ypsilanti is not open for development.
24. Audience Member stated he will like this vote delayed in order to gather more information. He said it seems backward to have city representation go to China to review projects performed by this developer after voting to approve the purchase agreement.
25. Gail Wolkoff, 728 Whittier, stated it is clear the city is voicing their opinion and encouraged Council and residents listen to one another.

26. Adam Gainsley, 409 N. Adams, stated this is a very important issue and there have been amazing points shared tonight. Tonight's vote for the purchase agreement which will continue the conversation and asked Council to vote to approve the agreement. He implored the public to attend all public meetings that discuss this development to continue the conversation.
27. Audience Participation, 413 W. Cross, stated if a project leads to the displacement of people it should not be approved.
28. Amanda Gaytan, 56 N. Huron, stated the public needs to be made aware of when Council votes on developments occurring on city property.
29. Desirae Simmons, 407 Charles, stated she recognizes there is a lot of cost associated with any development that would occur on the Water Street site. She believes it is a good time to set an example on how a municipality handles possible development in the city.
30. Chris Brown, 617 N Congress, stated he is interested what the purchase price for the property is. His concern is giving this property away for next to nothing and see little benefit from the sale.

VIII. REMARKS BY THE MAYOR –

— Thanked everyone for their remarks.

IX. PUBLIC HEARING –

International Village - Water Street

Economic Development Director Beth Ernat stated on May 23rd Ypsilanti entered into a Letter of Intent with International Village. Staff and legal counsel then began working on a purchase agreement, which is simply an offer of engagement. There are still further steps that will need to be completed before the property is sold.

Council Member Bashert asked if not having all of the information now is a normal part of the process. Ms. Ernat responded in the affirmative, and this is the engagement process municipalities use to sell land.

Council Member Robb asked what the city is locking itself into if it approves of this purchase agreement. Assistant City Attorney Dan DuChene responded there is an aspect of the purchase agreement that references the development agreement. If the development agreement is not entered by both parties the purchase agreement is terminated. Mr. Robb asked if the purchase price for the land would be binding. Mr. DuChene responded in the affirmative, however, none of the purchase agreement is binding if a development agreement is not made. Council Member Vogt stated the purchase agreement provides a development agreement must be made and these negotiations are not final. He hopes this explains to the public the city is not rushing into this deal.

Council Member Murdock stated the purchase agreement includes a price and a timeline and asked if those will be negotiable after approved. Ms. Ernat responded in the affirmative, but they both can be renegotiate.

International Village Inc. Representative Amy Foster provided a presentation regarding the proposed development.

Mayor Edmonds asked for clarification of the EB-5 program and its timing. Wayne Hoffman, Spence Brothers, responded the EB-5 program has been extended and the developer wants to move forward with that as soon as possible. Investors in the EB-5 program are at risk in losing the money they have invested if the development fails. Mayor Edmonds asked how construction jobs are factored into the EB-5 program. Mr. Hoffman responded he is uncertain of how they are calculated. Council Member Bashert responded Council is going to need that information and asked that it be provided.

Mayor Edmonds asked for a projection of units created by this development. Mr. Hoffman responded around 1,100.

Council Member Bashert what happens once a person is given their visa through the EB-5 program. Mr. Hoffman responded it is simply a visa it does not necessarily mean those individuals will come to Ypsilanti. Ms. Bashert asked who will manage the student housing and the hotel. Mr. Hoffman responded the management company will have both a domestic and international component. Ms. Bashert asked if the investment team or an outside management firm would be managing those sites. Mr. Hoffman responded it will not be a single entity managing those buildings and those firms have not been selected. Mayor Edmonds asked if the International Village will maintain ownership of the development. Mr. Hoffman responded in the affirmative at least initially. Council Member Richardson asked if the EB-5 program will allow the development to be sold. Mr. Hoffman responded there is not a plan to sell the development but after a period of time the program does allow the sale of the building. Ms. Edmonds asked what the time length is. Mr. Hoffman responded it depends on the length of the project.

Council Member Murdock asked what the number of units will be and what housing type. Mr. Hoffman responded there will be 1,100 units and 1,750 beds. The unit type configuration is yet to be determined.

Council Member Robb asked if an EB-5 visa holder gains employment does that counts towards number of jobs created. Mr. Hoffman responded no.

Mayor Edmonds asked for clarification about required jobs created by the EB-5 program. Ms. Ernat responded when the investors are created through the regional center the Department of the Treasury will list how many construction jobs can be counted. The job length most last at least two years and the remainder of jobs created must be permanent. She said the jobs are not tied to the person applying for the EB-5 visa. Ms. Edmonds asked if Ypsilanti will qualify the regional center, which those jobs can be created. Ms. Ernat responded she is not certain at this time. Council Member Bashert responded this is important because 2,600 jobs can mean a lot of different things. She asked if jobs created by increased business in the downtown would count toward EB-5 created jobs. Ms. Ernat responded it depends if it is a direct linkage to the development. Ms. Bashert asked at what point of the development the specific ratios of EB-5 investment will and other investment be determined. Ms. Ernat responded at the time of the development agreement. Ms. Bashert asked if construction jobs are included in jobs created. Ms. Ernat responded construction jobs counted is a percentage of the total investment noting if the construction jobs are ongoing for two years. She added the construction jobs are key to the project. Council Member Richardson replied construction jobs are key to the project, but they will end once the project is completed. She asked if construction jobs are included in the permanent jobs created. Ms. Ernat responded no, there are two categories; permanent jobs and construction jobs, but the exact ratio will not be known until the development agreement. Ms. Bashert replied that information is extremely important and Council will need it as soon as it is available. Ms. Edmonds clarified that information will not be known until the creation of the regional center, which will not be done until the approval of a purchase agreement. Ms. Ernat responded in the affirmative.

Council Member Richardson asked if the development considers jobs created by the construction of a train platform are considered jobs created. She added the train platform is already a plan the city has in place. Ms. Ernat responded if the development funds the construction of the train platform those jobs would be counted.

Mayor Pro-Tem Brown moved, seconded by Council Member Vogt, to extend the meeting until 12:00 a.m.

On a voice vote, the motion carried, and the meeting was extended.

Council Member Robb asked for an explanation of what 25% gap funding entails. Mr. Hoffman responded the intention is to go after federal and state tax credits for gap funding. Mr. Robb asked where that money would come from. Mr. Hoffman responded the Michigan Strategic Fund. He added as a result of the contamination of the site a brownfield TIF is a possibility. He clarified the EB-5 jobs are not guaranteed, but if all estimated jobs are not created the project will still come to Ypsilanti.

Council Member Bashert asked how many properties are located along the river. Mr. Hoffman responded 110 units are estimated to be located on the river.

A. Resolution No. 2017-208, approving purchase agreement.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti entered into a letter of intent from International Village Advisory, LLC for the purchase and development of the remaining 36 acres of Water Street on May 23, 2017; and

WHEREAS, the letter of intent specified creation of a purchase agreement within 120 days of the presentation of the letter of intent; and

WHEREAS, the International Village Advisory, LLC, intends to redevelop the Water Street Redevelopment area with a multi-use development that will enhance the street-level pedestrian experience, enhance the adjacent natural and recreational features of the property, include multi-modal transportation options, and visually interesting architectural and landscaping elements; and

WHEREAS, the City Council of the City of Ypsilanti has the authority to enter into a purchase agreement for the sale of the Water Street Redevelopment area (11-11-09-170-031) and may impose conditions within said purchase agreement; and

WHEREAS, the purchase agreement limits the time to create a development agreement and sets forward conditions and requirements of the project; and

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council directs the Mayor and City Clerk to enter into a purchase agreement for the sale of the approximately 36 acres of the Water Street Redevelopment Area (11-11-09-170-031) with International Village Advisory, LLC.

FURTHER BE IT RESOLVED THAT the Ypsilanti City Council directs the City Attorney and City staff to negotiate in good faith a development agreement for the development of the Water Street Redevelopment Area with an international village.

B. Open public hearing

1. Ari Allyn-Feuer, 986 Madison, stated he thinks Council should approve the purchase agreement, but he does agree with the criticism the details of the development are obscure. However, following the approval of the purchase agreement is the appropriate time to address this concern. Council should hold several public meetings regarding this development prior to the actual sale of the property. He believes four issues need to be addressed prior to the approval of a development agreement; language prohibiting brownfield TIF should be stronger, the city should be able to reclaim the property if it becomes undeveloped, the development should contain enough parking to service the residents of that development, and a TIF should be developed from this property to assist in the development of affordable housing elsewhere in the city.
2. Nathanael Romero, 413 W. Cross, stated it is surprising that affordable housing was not included in the development proposal and Council did not ask one question about it because of the outcry from the public. He asked if the developer is interested in included affordable housing in the development. He encouraged Council to vote no on this purchase agreement.
3. Robert, 422 S. Adams St., stated his concerns with the EB-5 investment program. He asked Council to not take part in racist immigration programs.
4. Nancy Good, 961 Sherman, *letter read by Council Member Vogt*, stated a letter received from Mrs. Good's son an urban planner. The letter reads the International Village Development is one of the most promising proposals for the community if designed well.
5. Bryan Foley, 425 Ainsworth Cir, stated if the International Village is approved he implores Council to include a community benefit agreement. This will ensure the workforce in Ypsilanti will not be overlooked.
6. Shane McParland, 12 N Wallace, stated the EB-5 program essentially sells green cards to rich individuals. It is a lie and a sales pitch to say everyone is welcome in the International Village Development.
7. Amanda Mayer, 514 W. Cross, stated she wants to see a development on Water Street and she wants it to be for the people of Ypsilanti. However, she does not want development for the sake of development because if it is rushed it leads to gentrification. She has not heard any aspect of this development that includes affordable housing.
8. Amber Fellows, 334 Jarvis, urged the developers to watch the public hearing that was held last night. She asked what a permanent job means and who regulates that. She asked why Council has not asked about housing affordability and how much each unit will cost in rent. The reason why there is outrage is because this process has not been transparent. She said there is no way City Council and staff can come up with a community benefit agreement by the time a development agreement is approved. It is insulting to hear that EB-5 visa holders are at risk.
9. Isaac Levine, 600 S. Hamilton, stated he is not against development, he is against development that isn't transparent. He said he finds it strange that members of City

Council did not know about the planned trip to China until the public did. He urged Council to vote now on the purchase agreement. He said if a Council Member votes yes on this development their seat will likely be lost come next election.

10. Margret Harner, Co-Founder of the Washtenaw Interfaith Coalition for Immigrant Rights, stated she moved back to this community because of its diversity. Stated she has received over 700 calls from hard working individuals that are scheduled for deportation. However, she does not believe it is fair that people can purchase a green card and a development of this size needs to contain a portion of affordable housing and use local contractors.
11. Kyle Hunter, 109 Ferris St., strongly urged Council to vote no for this purchase agreement and provide the community with more time for input.
12. Audience Member stated she is shocked by the size of the development and it is way too large for this city.
13. Sue Melke, 330 Chidester #409, stated almost everyone that lives in her building is on disability. She does not think this development will be bad for the city. Ypsilanti needs development on Water Street and a developer that has the capital to clean the environmental issues.
14. Audience Member stated the International Village looks like a nice place to live but it does not fit in this community. The infrastructure development of this site is great but it will not benefit the city as a whole. He said the trip to China paid for by an organization with ties to the International Village seems like a bribe.
15. Van Loggins, 115 Hawkins St., asked what the cultural capital going to look like if this development moves forward. What is the commitment to hiring minority contractors and will residents of the city just be able to walk through the development.
16. Max Richard, 525 N. Adams #6, stated nothing has been mentioned regarding rent levels and what will stop his landlord from increasing his rent to that level. He asked what City Council will do to protect renters if this development leads to increased rent levels.
17. Caryn Charter, 510 Holmes, encouraged Council to approve the purchase agreement and as Council goes through the process if it feels the development is not right for this community to walk away. The passage of the debt millage can afford the city time to locate other opportunities. She added she cannot support any type of local tax abatement for this development. She suggested study session in addition to public hearings that will allow the public to really look into the development.
18. Julia Bayha, 401 W. Michigan Ave., stated the city should use every resource available in making decisions regarding development. She is concerned about the light pollution this development could cause and any future development.
19. Desirae Simmons, 407 Charles, asked what projects this development has been a part of that had a community benefit agreement in place.
20. Mary Garboden, 1123 Pearl St., stated gentrification is real and is occurring in Ypsilanti. She likes the openness and diversity of this community which is created by the people that live here and love this community. She does not believe this development is right

for the community and urged Council to vote no, however, she does not believe Council will vote no. She asked Council as a part of their comments to include what their strategies are to protect housing affordability.

21. Finn Bell, 33 Pearl St., stated she supports what has been said about immigration and diversity. Prior to moving to Ypsilanti she lived in Denver in which gentrification was changing that city. Much of how it was fueled was through development and much of it came from outside the city.
22. Casey, 456 Ballard, stated this development is a class war.
23. Brett Zuener, 300 Block Oak St., read a report from the Government Accountability Office regarding the EB-5 program.
24. Barbara Johnson, 409 Olive St., asked what type of jobs will be created by a development with millions invested that no one currently living in Ypsilanti can live.
25. Katie, 420 S. Adams, stated the developers are out of touch with Ypsilanti. Also, they are not really in tune with the comments made by the public tonight.
26. Audience Member, 302 Jarvis, asked does the development agreement get voted upon, who is responsible for negotiating the development agreement, and does Council have any input other than tonight's meeting.
27. Audience Member asked Council to recognize the emotion from the public regarding this development. Urged Council to vote no on this development.
28. Erica Mooney stated she is grateful this development is a catalyst for this community to come together. She does not think this is the time for this development, and the proposed design does not fit the community. She said if the developer truly wants to invest in Ypsilanti it should use the public as an asset for this development.
29. Audience Member stated the majority of people speaking tonight are in objection to the passage of the purchase agreement. She believes the development should not even be considered.

C. Resolution No. 2017-209, close public hearing

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

The public hearing to approve a purchase agreement for the sale of the approximately 36 acres of the Water Street Redevelopment Area (11-11-09-170-031) with International Village Advisory, LLC be officially closed.

OFFERED BY: Mayor Pro-Tem Brown
SECONDED BY: Council Member Vogt

On a voice vote, the motion carried, and the public hearing was closed.

Council Member Murdock asked what the rent levels will be for this development. Mr. Hoffman responded between \$1.40 and \$2.15 per square foot. He explained the rents for condos would be between \$200 and \$220 per square foot.

Council Member Bashert stated Human Relations Commission Fellows mentioned speaking with Representative Ronnie Peterson who told her he had not seen a crowd this size since the non-discrimination ordinance was approved twenty

years ago. Ms. Bashert stated she was the co-chair of the committee trying to get that ordinance approved and dedicated seven months of her life. Several meetings were held through that seven months each with horrific testimony against LGBT individuals. The part Representative Peterson probably did not share with you is the HRC recommended City Council not approve the ordinance, and there was no discrimination against LGBT people at that time. City Council had the leadership to see passed the emotions of the crowd. She said Human Relations Commissioners Fellows, Gaines, and Hunter are making a similar mistake to what the HRC made twenty years ago. Those Commissioners are choosing to be against something which doesn't accomplish much, and is misplaced effort. She did not hear any mention of the resolution approving the formation of the Affordable Housing Task Force. She added the senior affordable housing proposal on Michigan Ave. will be discussed by the Planning Commission and is something the public can be for not against. She encouraged City Council to see passed the emotion and approve this development. She said this development is not perfect, but the perfect project does not exist. However, she believes this project will enhance this community and she urges Council to approve the purchase agreement.

Mayor Edmonds stated in her experience with community benefit agreement are difficult to enforce. The development agreement for this development will be a binding and will include much of what would be included in a community benefit agreement.

Council Member Richardson stated in 2002-2003 City Council entered into a purchase agreement with a developer in which the developer chose to back out of the development. That purchase agreement cost the city \$700,000 and was completely irresponsible of City Council. She is not stating she is a hard no to this project but she heard several things she did not agree with in terms of the development and the vote should be postponed. City representation are going to China and once they return a report can be made, currently she does not have enough information to vote for this development. She said she asked for three months for an update on Water Street and was told a potential project was in the works. If Council was told about this project at that time it could have spoken with the community about the possible development. Council could have then had answers for the community and themselves and would have been prepared for an approval of a letter of intent rather than blindly approving it. She said community benefit agreements do work and is up to Council and staff to ensure it works on the behalf of this city. If the developers really want this project to happen they will wait until the city is ready. This vote needs to be postponed until more information is available to make a reasonable decision, and there were items in the presentation that would cause her to not support this project. Mayor Edmonds asked for examples. Ms. Richardson responded the possibility that the properties once purchased by the International Village could be sold, because the city would not have control on what the new owner could do. She said the 100 feet along the riverfront that initially was promised to the city was not included in the presentation. Also, it does not appear that residents of this city would be able to freely walk through the development once it is completed.

Council Member Vogt appreciated hearing comments both for and against the development, and particularly the comment regarding light pollution. However, that is an issue the Planning Department would work with the developers to ensure it isn't an issue. All of Council is for working to protect affordable and low income housing, and Ypsilanti has been the leader in providing it in this county for many years. However, it must be kept in mind there is a proper time and place for any particular project, such as the proposed senior housing project proposed on Michigan Ave. Affordable housing was proposed for the Water Street site by Herman Kittle Development and many citizens were against the project because of the affordability component. The city has finally passed a millage after a ten year fight against bitter opposition to assist in the solution of the city's serious financial problems. He stated he feels 98% of those who either voted for or against the millage see this development as the first viable project for Water Street. If Council does not vote for this, the first viable project for Water Street, they will have hundreds of people actively fighting them during the next election. He does not believe this project is being rushed and has confidence in staff to make negotiate with the developers. In the past he has spoken with people that said they could not afford increased taxes for a Water Street Debt Millage. These individuals were similar to those making comments tonight regarding gentrification, and those people need a project in place that would add to the tax base to end the Water Street millage as soon as possible. Both those that have made comments tonight and those who have told him they could not afford their taxes if the debt millage was passed are experiences the same problem. It is a positive the millage passed but it is not a cure for the city's financial issues, and there are not projects lining up for this site. If Council votes no on the purchase agreement the city will have no chance to negotiate with this developer to make the project more appealing for the city.

Council Member Robb asked if staff was given the information provided to Council as new to it as Council. Ms. Ernat responded in the affirmative. Mr. Robb replied that is very troubling, and asked if it was troubling to Ms. Ernat. Ms. Ernat responded at this point no. Mr. Robb stated development agreements are being sold to Council as a "holy grail" in terms of providing terms for housing affordability and renewable energy sources. However, examples he has reviewed from Ann Arbor seem to be very generic. He asked if there are other communities with development agreements that would be similar to the one the city would seek with the International Village, or would this be something new. Mr. DuChene responded the parties involved negotiate what is included in the development agreement, and just as long as an enforcement mechanism is included. He added the city will need to be diligent that the terms the city is concerned about are enforceable in the future. Ms. Ernat stated a development has many layers of agreements and it is possible those items are included in a different layer. However, it is her recommendation to include all terms in the development agreement. Mr. Robb asked what will Council's role in creating a development agreement for this project. Ms. Ernat recommended two possibilities; Council can create a negotiation team as a part of the approval of this resolution or establish working sessions to allow for more open conversation. Mr. Robb stated the purchase agreement lists a possibility of a brownfield, and if so the purchase price increases to \$5,000 per acre. However, when this project was first brought to Council in May Council was told since this development was using the EB-5 program they were not eligible for other tax credits. The fact the city would not need to approve tax incentives is one of the reasons this project was so attractive. Mr. DuChene stated if that clause is removed from the purchase agreement it puts the city in a worse position because it would not know what would happen if tax credits were sought. Mr. Robb responded he understands there is a penalty, but it does not match the \$26 million in tax credits the developer could receive and is a deal breaker for him. Mayor Edmonds asked if Mr. Robb is okay with the developer seeking brownfield tax credits. Mr. Robb responded since May this has evolved from not being eligible for tax credits to this, however the penalty does not fit the cost. Mr. DuChene stated the clause could be removed from the agreement but it would leave the city vulnerable, and suggested increasing the penalty. Ms. Ernat stated if a brownfield incentive is sought then an Act 381 Work Plan would need to be completed and submitted to Council, as well as a local government agreement. The agreement was written to set minimums. Mr. Robb responded the city might see it as a minimum but the developer might see it as a maximum, and added purchase price is not included in other development agreements he has read.

Council Member Robb is nervous about what Council is being sold regarding the purchase agreement. He is frustrated because this is the most vague development project he has seen brought to Council. In May the letter of intent was brought to Council who decided it want to explore this possibility, and now Council has been given information by the developer but none from staff. Mr. Robb stated if the City gives \$26 million in tax credits what revenue will it generate for the city. Ms. Ernat stated this is a thirty-six acre development plan, which is significantly larger than the proposals of Herman Kittle and Washtenaw County. The developers approached the city with an interest that was brought to Council, which had to happen before talking about the possible development. The development is not at the point to which it can provide exact numbers on taxable value because the information need to determine that is not available. The developer is not going to prepare a full scale development design until they know there is some consideration from the city to move forward. If Council does not approve this purchase agreement the development stops, however, if Council wants to engage in the discussion it will be provided with additional information. Mr. Robb responded perhaps some of the new information provided tonight will assist in estimating taxable value. His intention is to protect the city based on good judgment and to do so he needs to know how much tax revenue will this generate and what it will cost in city services. He is not sure there is enough information to approve this purchase agreement.

Council Member Bashert moved, seconded by Council Member Vogt to extend the meeting until 1:00 a.m.

On a voice vote, the motion carried, and the meeting was extended until 1:00 a.m.

Mr. DuChene stated the purchase agreement can set requirements and plan what will be done if those requirements are not met.

City Manager McClary stated if the developer seeks brownfield tax credits the purchase price should be increased to what the city owes for the property. This would allow the city to pay off the debt and the developer would still be saving money. Mayor Edmonds added that will also remove the debt millage. Council Member Robb responded the debt bonds

cannot be paid off until May 2025, but the revenue created could be used to make bond payments. Mr. DuChene stated language could be drafted to make that deal workable. Council Member Robb asked how that could be enforceable. Mr. DuChene responded the City would sue for collective judgment. He asked if the complete development does not happen what happens with the unused property.

Mr. DuChene asked the developer to explain their intent in seeking brownfield tax incentives and what the purchase price would be if they do, and what would happen with the land if a development is not made. Mr. Hoffman responded he would be unable to negotiate a purchase price without seeing something from the city. He is uncertain if a brownfield TIF would be necessary and because of that uncertainty he will answer on the side of caution and say the will use a brownfield TIF. Mr. McClary stated the city is greatly reducing the purchase price of the site in exchange for not pursuing brownfield credits. He added if the development seeks brownfield tax credits they would be reimbursed a substantial amount of money, and would not match the purchase price. Mayor Edmonds asked if the purchase price could be amended to match the debt if they are awarded brownfield tax credits. Mr. Hoffman responded that would be a large difference in price.

Council Member Murdock stated many of the comments during audience participation mentioned the diversity of this city, which is one of the reasons he chose to live in Ypsilanti. Through his last nine years on Council the Water Street Debt has been the albatross of the city and there has not been much success in a solution. This development might solve a large portion of that financial stress on the city. However, he feels there are issues with this purchase agreement but contract negotiations do not go well at the table. How this development has unfolded has a lot to be desired, it has not been very transparent and the fact that two Council Members and city staff will be going to China two days after the vote to approve the purchase agreement is strange. Council has discussed items it would like included in the development, which Council has been told they can be included in the development agreement. He said this will be the largest project that has occurred in the city and will impact will be an increase in rental units by 15%. It seems a project with 1,000 rental units should be able to save a percentage of those units for affordable housing. He said he would like to see local contractors used as much as possible and both contractors and subcontractors should be paid a prevailing wage. Ypsilanti residents should be given preference to all permanent jobs created by this development and the wages should be at the living wage ordinance.

Mayor Pro-Tem Brown has concerns that affordability and sustainability were not included in presentation. She has concerns about access to the riverfront and the impact to city services. However, she sees the purchase agreement as an introductory step with time to negotiate these aspects later and to shut it down tonight doesn't allow these discussions to take place.

Mayor Edmonds asked if this could be postponed until a meeting in October. Council Member Robb responded the letter of intent would need to be extended. Mr. DuChene added the International Village would also need to agree to the extension. Ms. Edmonds asked if the developer is willing to extend the letter of intent so the purchase agreement can be postponed until October. Jim Cambridge, International Village Counsel, responded this is a difficult issue and everything cannot be solved tonight. He will do his best to address all the issue that have been raised, but as it has been explained it is important to have the purchase agreement approved to show the investors in China. The EB-5 and traditional investors will invest in another development in another city if this purchase agreement is not approved. If the negotiations fail during the development agreement either the developer or the city can chose to exit the agreement. To him the only thing that matters is approving the purchase agreement tonight so negotiations can continue. If Council wishes to make changes to the purchase agreement he will need time to speak with his client tomorrow and his advice would be to not sign the purchase agreement. Council Member Richardson stated these statements are meant to pressure Council into approving this agreement tonight without the changes that have been requested. If this developer truly wants this project to happen in Ypsilanti they would have the patients to allow time for further negotiations on the purchase agreement.

Council Member Bashert stated she has worked on three campaigns to pass a financing mechanism for the Water Street Debt. During those campaign she had always been asked why the city has not done anything with the Water Street site. She makes her living by negotiating and selling and she understands when she is negotiating from a position of strength and when she is not. She wishes the city was negotiating from a position of strength but it is not, however, this is not

the breaking point of this deal. If the city agrees to this agreement it should be clear what the deal breakers are for this development. It is clear to her there is nothing that is going to be no amendments to this agreement tonight and the developer is on a very tight deadline. She agrees with Council Member Richardson and has concerns with the sale price of the property and also agrees with Council Member Robb about the line items in the contract. She asked if these issue can be addressed, assuming negotiations go well, at the next stage, or is the city bound by anything included in the purchase agreement. Mr. DuChene responded the fact the purchase agreement states that both parties must enter into a purchase agreement creates an opening for contingency. This means both parties must agree to the terms as they negotiate, if terms of the development agreement are not met the purchase agreement terminates. The sale price listed in the agreement is a "floor" and he is not certain it can be changed, but it can be negotiated. Ms. Bashert stated these concerns can be met before the next stage of the development. Mr. DuChene responded it is possible. Ms. Bashert asked if the developer is willing to negotiate and produce solutions to these concerns. Mr. Cambridge responded in an open negotiation it is possible, but this will not be answered by him tonight. He added this is an extensive process and look forward to negotiations. Ms. Bashert stated there are items in this purchase agreement that are unacceptable and if the decision is made to move forward can biweekly updates regarding the status of negotiations. Ms. Ernat responded in the affirmative. Mr. McClary added once officials return from the trip to China there is no reason that would impede biweekly updates.

Council Member Richardson stated this vote should be postponed. Counsel of the developer could not answer any questions posed by Council, which she understands. However, there are far too many unanswered questions to cast a vote for this purchase agreement. She does not want to see the city in a position in which a lawsuit is filed against it, the city needs to be cautious. At this point she is not sure this project fits Ypsilanti, but if it does she will support it, but there are too many questions to move forward with the agreement.

Mayor Edmonds stated there are many questions but approving the purchase agreement will allow the city to get more information. One of the challenges is moving forward without perfect information and she agrees the most important part of the negotiation are the contingencies. The approval of this agreement does not lock the city into this development and she understands the concerns of the public. The last possibility of development on Water Street was for affordable housing and those in attendance was very much against that development because of the affordability component. It was the job of Council to listen to those comments and use their best judgment to do what they felt was right for this community. She sees the availability of jobs and transportation key to the success of this community and job creation is an important obligation, and employment is key to housing affordability. After much consideration she will support this purchase agreement so Council and staff can begin working to incorporate core values of this community into this development.

Council Member Vogt stated if for any reason whatsoever the development agreement is not approved before the closing date the purchase agreement is terminated. Because of this all the details of this development are not needed to approve the purchase agreement and more information will come through the negotiation process.

Council Member Richardson stated she has had many residents ask what the city is going to do with Water Street. However, she has heard over and over again they do not want this development. She is not saying she does not want this development, but she wants to ensure developers are held responsible. The city needs to take time to put in place the stipulations that have been requested by the public.

Council Member Richardson moved, seconded Council Member Murdock by to delay the vote of the purchase agreement.

Council Member Vogt asked how long the developer is willing to wait for Council to approve of this purchase agreement. Council Member Bashert responded the developer has already stated it needs to be approved tonight. Mr. Vogt replied he opposes delaying the vote on the purchase agreement because it would essentially kill the development.

Mr. DuChene asked if the motion is to postpone to a date certain or to table. Council Member Richardson explained she would like to postpone until the October 3rd meeting.

Council Member Murdock accepted the friendly amendment.

On a roll call, the vote to postpone Resolution No. 2017-208 until October 3rd was as follows:

Mayor Pro-Tem Brown	No	Council Member Robb	No
Council Member Murdock	Yes	Mayor Edmonds	No
Council Member Richardson	Yes	Council Member Vogt	No
Council Member Bashert	No		

VOTE:

YES: 2 NO: 5 (Robb, Bashert, Edmonds, Vogt, Brown) ABSENT: 0 VOTE: Failed

Council Member Robb stated he was no doubt the Attorney's Office will do their best to negotiate to include what this community wants in the development agreement. Unfortunately, Council has witnessed the pressure by the developer that if the purchase agreement is not approved tonight the deal disappears. He has great fear that if those issues important to this community are not included in the development agreement Council will not have the backbone to turn down the development. Council Members Bashert disagreed and said the city will be in a better place to negotiate at that point. Council Member Vogt respectfully disagreed with Council Member Robb and if both sides negotiate in good faith will be able to find solutions to issues.

Council Member Robb called to question.

On a roll call, the vote to approve Resolution No. 2017-208 was as follows:

Mayor Pro-Tem Brown	Yes	Council Member Robb	Abstain
Council Member Murdock	Abstain	Mayor Edmonds	Yes
Council Member Richardson	No	Council Member Vogt	Yes
Council Member Bashert	Yes		

VOTE:

YES: 4 NO: 1 (Richardson) ABSTAIN: 2 (Robb, Murdock) ABSENT: 0 VOTE: Carried

Council Member Murdock moved, seconded by Council Member Robb to adjourn the meeting.

Ms. Ernat stated there are agenda items people have been waiting hours for Council to make a decision.

On a roll call, the vote to adjourn the meeting was as follows:

Mayor Pro-Tem Brown	No	Council Member Robb	No
Council Member Murdock	Yes	Mayor Edmonds	No
Council Member Richardson	Yes	Council Member Vogt	No
Council Member Bashert	No		

VOTE:

YES: 2 NO: 5 (Robb, Vogt, Edmonds, Brown, Bashert) ABSENT: 0 VOTE: Carried

Council Members Murdock and Richardson left the meeting at 1:08 a.m.

X. PRESENTATIONS –

- Discussion of Easement Agreement with Michigan Advocacy Program on 15 N. Washington.

XI. ORDINANCES – FIRST READING –

Ordinance No. 1294

An ordinance to rezone 75 Catherine from Core Neighborhood to Production, Manufacturing & Distribution.

- A. Resolution No. 2017-210, determination

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the rezoning of 75 Catherine is consistent with the goals of the City Master Plan and

WHEREAS, the size of the parcel will prohibit the development of this property to many of the larger industrial uses that are allowed in the Production, Manufacturing & Distribution district; and

WHEREAS, the proposed rezoning will align the past zoning and history of the parcel; and

WHEREAS, the proposed rezoning is appropriate for the current character and use of the property;

NOW THEREFORE BE IT RESOLVED that an Ordinance to rezone 75 Catherine from Core Neighborhood to Production, Manufacturing & Distribution be approved.

OFFERED BY: Council Member Bashert

SECONDED BY: Mayor Pro-Tem Brown

Community Development Director Joe Meyers stated the request is to rezone 75 Catherine from Core Neighborhood to Production, Manufacturing, and Distribution.

Petitioner Anthony La Russa stated the property must be rezoned to co-align with his business currently operating under the new state law.

- B. Open public hearing

1. Sue Melke, 330 Chidester #409, stated her building is close to this property and they have been good neighbors. However, she requested some work be completed on the façade on the building.

- C. Resolution No. 2017-211, close public hearing

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

The public hearing for an Ordinance to rezone 75 Catherine from Core Neighborhood to Production, Manufacturing & Distribution be officially closed.

OFFERED BY: Council Member Bashert
SECONDED BY: Council Member Vogt

On a voice vote, the motion carried, and the public hearing was closed.

On a roll call, the vote to approve Resolution No. 2017-210 was as follows:

Mayor Pro-Tem Brown	Yes	Council Member Robb	Yes
Council Member Murdock	Absent	Mayor Edmonds	Yes
Council Member Richardson	Absent	Council Member Vogt	Yes
Council Member Bashert	Yes		

VOTE:

YES: 5 NO: 0 ABSENT: 2 (Robb, Richardson) VOTE: Carried

XII. CONSENT AGENDA –

Resolution No. 2017-212

1. Resolution No. 2017-213, approving minutes of August 22 and September 5, 2017.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of August 22, 2017 and September 5, 2017 be approved.

2. Resolution No. 2017-214, approving the issuance of a blanket permit for window signs of any size for the month of October for businesses that participate with the Eastern Michigan University's "Follow the Green & White Road" homecoming spirit project.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti has a longstanding positive relationship with Eastern Michigan University; and

WHEREAS, *Follow the Green and White Road* is the theme of this year's homecoming celebration; and

WHEREAS, Eastern Michigan University wishes to partner with local businesses to paint storefront windows with images of school spirit during Homecoming Week, October 16 through 21; and

WHEREAS, The City of Ypsilanti supports the celebration of Homecoming Week; and

NOW THEREFORE BE IT RESOLVED THAT THE YPSILANTI CITY COUNCIL supports and approves the issuance of a blanket permit for window signs of any size for the month of October for businesses that participate with the Eastern Michigan University's "Follow the Green & White Road" homecoming spirit project.

3. Resolution No. 2017-218, approving an extension of agreement for Subaward of Federal Financial Assistance – Delivery of congregate meal services for the Ypsilanti Senior Center. ***(Added 9/18/17)***

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti entered into an Agreement for Sub-award of Federal Financial Assistance with the County of Washtenaw dated October 11, 2016, to permit the city to serve as sub-recipient of \$8,000 in federal funds for the delivery of congregate meal services to qualifying Washtenaw County residents (senior citizens) for program year 2016-17 commencing on October 1, 2016, and terminating on September 30, 2017; and

WHEREAS, the County of Washtenaw has requested that the city approve an amendment to the agreement to extend the period of the agreement from September 30, 2017, to September 30, 2018, to cover program year 2017-18;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF YPSILANTI that the Ypsilanti city council does hereby approve the amendment to the County of Washtenaw, Michigan, Agreement for Sub-award of Federal Financial Assistance for the Ypsilanti Senior Community Center senior meals program dated October 11, 2016, to extend the term of the agreement to September 30, 2018; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute all necessary documents related to the contract amendment on behalf of the city.

OFFERED BY: Council Member Bashert

SECONDED BY: Mayor Pro-Tem Brown

On a roll call, the vote to approve Resolution No. 2017-212 was as follows:

Mayor Pro-Tem Brown	Yes	Council Member Robb	Yes
Council Member Murdock	Absent	Mayor Edmonds	Yes
Council Member Richardson	Absent	Council Member Vogt	Yes
Council Member Bashert	Yes		

VOTE:

YES: 5 NO: 0 ABSENT: 2 (Robb, Richardson) VOTE: Carried

XIII. RESOLUTIONS/MOTIONS/DISCUSSIONS –

1. Resolution No. 2017-215, approving creation of an Affordable Housing Task Force

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The City of Ypsilanti will create an Affordable Housing Task Force that will meet for approximately three months between October-December 2017, and be charged with researching and recommending to City Council strategies that support affordability of multiple housing types and serve a diversity of residents; and

WHEREAS, Staff from the City of Ypsilanti, the Ypsilanti Housing Commission, Washtenaw County, and other agencies as appropriate, will provide this task force with background, data, and best practices to inform their discussions of what strategies will best serve the needs of our community now and into the future; and.

WHEREAS, The Task Force will be nominated by the Mayor and approved by the City Council. It will include seven (7) people, including one representative each from the Ypsilanti Housing Commission board, the Planning Commission, and the Human Relations Commission, as well one city business owner, one landlord, and two other members at large. All members should be City of Ypsilanti residents. The Task Force will be appointed at the October 3 City Council meeting; and

WHEREAS, The Task Force will kick off at an October City Council meeting (date TBD) that will include a presentation from Washtenaw County Office of Community & Economic Development. This presentation will include findings from the Affirmatively Furthering Fair Housing project, information on definitions, trends, and other basic information about affordable housing; and

WHEREAS, The Task Force will present their findings and recommendations at a City Council meeting in January 2018. These findings can both inform the City's Master Plan update, the City Council's annual goal setting sessions, and other policy development as appropriate.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approves the creation of an Affordability Housing Task Force.

OFFERED BY:
SECONDED BY:

No action taken

2. Resolution No. 2017-216, approving contract with AKT Peerless to provide a 12 month vapor intrusion assessment of the residential properties located in the Bell/Kramer neighborhood.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The City of Ypsilanti desires AKT Peerless to provide a 12 month vapor intrusion assessment of the residential properties located in the Bell Kramer neighborhood north of the former City-owned landfill as recommended by the Michigan Department of Environmental Quality; and

WHEREAS, The City of Ypsilanti desires to have subsurface soil gas sampling and indoor air quality monitored for a year as recommended by DEQ to determine what, if any, mitigation may be required; and

WHEREAS, it is the desire of the City of Ypsilanti to complete this study.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council directs the City Manager to approve and sign a contract with AKT Peerless in the amount of \$13,550. Additionally, City Council authorizes the City Manager to sign change orders. The agreement has been approved to form by the City Attorney

OFFERED BY: Mayor Pro-Tem Brown
SECONDED BY: Council Member Bashert

Mayor Edmonds asked when the next round of testing will take place. Mr. Meyers responded fairly soon, but he does not have an exact date.

On a roll call, the vote to approve Resolution No. 2017-216 was as follows:

Mayor Pro-Tem Brown	Yes	Council Member Robb	Yes
Council Member Murdock	Absent	Mayor Edmonds	Yes
Council Member Richardson	Absent	Council Member Vogt	Yes
Council Member Bashert	Yes		

VOTE:

YES: 5 NO: 0 ABSENT: 2 (Robb, Richardson) VOTE: Carried

XIV. LIAISON REPORTS – None

- A. SEMCOG Update
- B. Washtenaw Area Transportation Study
- C. Urban County
- D. Ypsilanti Downtown Development Authority
- E. Eastern Washtenaw Safety Alliance
- F. Police-Community Relations/Black Lives Matter Joint Task Force
- G. Friends of Rutherford Pool
- H. Housing Equity Leadership Team
- I. Economic Development Coordinating Committee

XIII. COUNCIL PROPOSED BUSINESS – None

XIV. COMMUNICATIONS FROM THE MAYOR – None

XV. COMMUNICATIONS FROM THE CITY MANAGER –

- The City Manager informed Council they have received his report and he is happy to answer any questions.

XVI. COMMUNICATIONS – None

XVII. AUDIENCE PARTICIPATION –

1. Steven Wilcoxon, 1728 Whittier, stated Council has been given a very difficult choice.

2. Ari Allyn-Feuer, 986 Madison, stated he hopes Council is able to see the development through and it will be successful.

XVIII. REMARKS FROM THE MAYOR –

Nominations:

Parks and Rec Commission

Amanda Marshall
413 S Hamilton
Ypsilanti, MI 48197

XIX. ADJOURNMENT –

Resolution No. 2017-217, adjourning the City Council meeting.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the City Council meeting be adjourned, on call, by the Mayor or two (2) members of Council.

OFFERED BY: Mayor Pro-Tem Brown

SECONDED BY: Council Member Bashert

On a voice vote, the motion carried, and the meeting adjourned at 1:14 a.m.



Resolution No. 2017 - 222
October 3, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT, the following individuals be appointed to the City of Ypsilanti Boards and Commissions as indicated below:

<u>NAME</u>	<u>BOARD</u>	<u>TERM EXPIRATION</u>
Amanda Marshall 413 S Hamilton Ypsilanti, MI 48197	Parks and Recreation Commission	October 3, 2020

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Print**Citizen Advisory Boards and Commissions Participation Resume - Submission #307****Date Submitted:** 8/31/2017

The people of Ypsilanti are involved in their City government and are an important part of the community's achievements. Individuals interested in receiving more information in regards to serving on an advisory board or commission are invited to contact the City Clerk's Office at 734-483-1100. Alternatively, citizens who would like to participate can submit their information in the form below.

Name*

Amanda K Marshall

Email Address***Address**

413 S Hamilton

City

Ypsilanti

State

MI

Zip Code

48197

Phone Number***Fax Number****Number of Years in the Community**

27

Ward You Live In

1

Education

BS in Biology, minor in Chemistry. Current MS in Environmental Science

Occupation

Student

Employer

n/a

Are you applying for youth membership?

Three Commission Allow Youth Membership (Sustainability, Parks and Recreation, & Human Relations)

☐ Yes☒ No**I would like to be considered and could devote sufficient time to serve on the following board or commission:**☐ Review and Tax Assessment Board☐ Board of Ethics☐ Fire Civil Service Commission☒ YCUA☒ Ypsilanti Downtown Development Authority☐ Economic Development Corporation/Brownfield Redevelopment Authority☐ Historic District Commission☒ Ypsilanti Housing Commission☒ Human Relations Commission☐ Sidewalk Review Board☐ Planning Commission☐ Non-motorized Advisory Committee☐ Property Maintenance Construction Board of Appeals☒ Parks and Recreation Commission☐ Ann Arbor Area Transit Authority☐ Police and Fire Pension Board☒ Huron River Watershed Council☒ Sustainability Commission☐**Why are you interested in serving on these boards/commissions?***

My passion for access to resources that meet basic human needs including, but not limited to housing, clean water, and sustainable resources drive my interests to serve on the boards/commissions. I specifically would like to serve within the City of Ypsilanti because I have a long term investment in property within ward 1 and Ypsilanti is my hometown. I long to serve my community and increase community access to resources.

Work/volunteer experience related to the board or commission:

MY experience through the Environmental Science graduate program with academic service learning courses, serving the homeless population through paid and non-paid work, volunteer experience through ReLeaf and climate change research in Iceland makes me a strong candidate that is committed to the greater good of the community. I additionally will begin a volunteer assignment at UMHS next week and currently am working on a public health thesis project relating to developmental disabilities linked to lead contamination in the soil at the University of Michigan. A combination of work experience at the Shelter Association of Washtenaw County and Eastern Michigan University along with several volunteer initiatives provide deep roots related to serving the City of Ypsilanti.

I understand that appointment to a City of Ypsilanti board or commission requires regular attendance at board meetings.

☒ Yes

I hereby certify that all of the information above is true.

☒ Yes



REQUEST FOR LEGISLATION
October 3, 2017

From: Stan Kirton, Public Services Director

Subject: Contract with Saladino Construction Co., Inc. for the 2017 Ramp Program

SUMMARY & BACKGROUND:

To comply with the consent judgment handed down in the Ann Arbor Center for Independent Living vs. the City of Ypsilanti, the City along with Orchard Hiltz and McCliment, Inc. has developed the Sidewalk Ramp Replacement Program. The program began in September of 2008 and continues annually.

The 2017 Sidewalk Ramp Program will include the removal and replacement of approximately 800 square ft. of ADA sidewalk ramps and associated work throughout the City.

Bids were solicited on BidNet Direct. Six (6) sealed bid (see attached bid tabulation) were received by the September 21, 2017 deadline and publicly opened by the Deputy City Clerk. Bids ranged from \$59,000.00 to \$149,100.00. The bids was reviewed for compliance with the City's advertised specifications, including ordinance requirements and bond requirements.

City Staff and OHM recommend that the City Council award the 2017 Ramp Program Contract to Saladino Construction Co., Inc., 3303 N. territorial Road, Ann Arbor, MI 48106 for the amount of \$59,000.00.

Attachments: Resolution, Bid Tabulation, OHM Letter

Recommended Action: Approval

Date Received: September 26, 2017 Agenda Item No.: _____

For Agenda of October 3, 2017

City Manager Comments: _____

Finance Director Approval: _____

Council Action Taken: _____



Resolution No. 2017 - 223
October 3, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, bids were duly advertised for The Sidewalk Ramp Replacement Program; and

Whereas, six (6) bid was publicly opened on Thursday, September 21, 2017 at 2:00 p.m. and reviewed for compliance with bidding qualifications and project specifications; and

WHEREAS, the bid submitted by Saladino Construction Co., Inc., 3303 N. Territorial Road, Ann Arbor, MI 48106, best meets the project specifications and qualifications and is in the best interests of the City; and

WHEREAS, Metro Act Funds have been allocated for the 2017 Ramp Program;

Now Therefore Be It Resolved That the City awards the bid to Saladino Construction Co., Inc. in the amount of \$59,000.00 for the construction of ADA sidewalk ramps throughout the City during the 2017 -2018 construction seasons; and

THAT the Mayor and City Clerk are authorized to sign the necessary contract documents, subject to approval by the City Attorney, to facilitate the completion of this work.

FURTHER, that the City Manager is authorized to sign change orders for additional ramp repairs subject to the approval by the City Attorney.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Please follow the link to
accesses

Contract Documents for 2017
Ramp Program

[http://cityofypsilanti.com/AgendaCenter/ViewFile/Item/1238?
fileID=2424](http://cityofypsilanti.com/AgendaCenter/ViewFile/Item/1238?fileID=2424)

ARCHITECTS. ENGINEERS. PLANNERS.



September 26, 2017

City of Ypsilanti
One Huron Street
Ypsilanti MI 48197

Attention: Stan Kirton
Director of Public Services
City of Ypsilanti

Regarding: Bid Results
2017 Ramp Program

Dear Mr. Kirton:

Sealed bids for the 2017 Ramp Program were received and publicly read aloud at 2:00 pm on Thursday, September 21, 2017 in the City of Ypsilanti Council Chambers. Proposals were received from six (6) bidders with as-checked results ranging from \$59,000.45 to \$146,922.00. The detailed bid tabulation is attached.

Saladino Construction Company, Inc. was the low bidder on the project. All required information, including bond surety, statement of qualifications, and subcontractors listing, has been provided.

We have reviewed the documentation submitted by Saladino Construction Company, Inc. and have found it to be acceptable. We have also reviewed the qualifications submitted by Saladino Construction Company, Inc. and have found them to be qualified and in good standing.

Upon approval of the contract by City Council, OHM will deliver the contract books to Saladino Construction Company, Inc. for signature and preparation of the appropriate bonds and insurances. Once the contractor has returned the signed books with the appropriate bonds and insurances, the contract can be executed, and work can begin.

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

Sincerely,
OHM Advisors



Marcus J. McNamara

CC: Frances McMullan, City Clerk

P:\0000_0100\0094170020_2017_Ramp\Civil\CA\Bid_Results_SW.docx

Attachment: Bid Tab

OHM Advisors
34000 PLYMOUTH ROAD
LIVONIA, MICHIGAN 48150

T 734.522.6711
F 734.522.6427

OHM-Advisors.com

		Phone: 734-665-5913			Phone: 734-971-4678		Phone: 248-735-1113		Phone: 248-676-9570		Phone: 313-843-3865		Phone: 248-669-0700	
Item No.	Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1)	Silt Fence	200 Lft	\$0.01	\$2.00	\$1.00	\$200.00	\$1.00	\$200.00	\$8.00	\$1,600.00	\$10.00	\$2,000.00	\$4.50	\$900.00
2)	Remove Tree, 6" – 18"	1 Each	\$3.97	\$3.97	\$700.00	\$700.00	\$500.00	\$500.00	\$700.00	\$700.00	\$3,000.00	\$3,000.00	\$800.00	\$800.00
3)	Remove Tree, 19" – 36"	1 Each	\$10.00	\$10.00	\$1,200.00	\$1,200.00	\$1,150.00	\$1,150.00	\$1,100.00	\$1,100.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00
4)	Remove Stump, 6"- 18"	1 Each	\$3.98	\$3.98	\$250.00	\$250.00	\$400.00	\$400.00	\$120.00	\$120.00	\$3,000.00	\$3,000.00	\$400.00	\$400.00
5)	Remove Stump, 19"-36"	1 Each	\$10.00	\$10.00	\$250.00	\$250.00	\$800.00	\$800.00	\$130.00	\$130.00	\$600.00	\$600.00	\$500.00	\$500.00
6)	Remove Pavement	67 Syd	\$15.00	\$1,005.00	\$9.00	\$603.00	\$17.00	\$1,139.00	\$35.00	\$2,345.00	\$25.00	\$1,675.00	\$60.00	\$4,020.00
7)	Remove Sidewalk	283 Syd	\$13.50	\$3,820.50	\$9.00	\$2,547.00	\$15.00	\$4,245.00	\$1.27	\$359.41	\$25.00	\$7,075.00	\$60.00	\$16,980.00
8)	Remove Concrete Curb and Gutter	500 Lft	\$10.00	\$5,000.00	\$10.00	\$5,000.00	\$20.00	\$10,000.00	\$17.00	\$8,500.00	\$25.00	\$12,500.00	\$30.00	\$15,000.00
9)	Excavation, Earth	40 Lft	\$20.00	\$800.00	\$10.00	\$400.00	\$60.00	\$2,400.00	\$35.00	\$1,400.00	\$35.00	\$1,400.00	\$30.00	\$1,200.00
10)	Remove and Reset Salvaged Sprinkler Head	5 Each	\$10.00	\$50.00	\$25.00	\$125.00	\$50.00	\$250.00	\$60.00	\$300.00	\$100.00	\$500.00	\$80.00	\$400.00
11)	Concrete Curb & Gutter, Detail F4	500 Lft	\$34.00	\$17,000.00	\$37.00	\$18,500.00	\$40.00	\$20,000.00	\$30.00	\$15,000.00	\$25.00	\$12,500.00	\$35.00	\$17,500.00
12)	Concrete Sidewalk, 4"	1,500 Sft	\$5.00	\$7,500.00	\$11.50	\$17,250.00	\$6.00	\$9,000.00	\$9.35	\$14,025.00	\$10.00	\$15,000.00	\$16.00	\$24,000.00
13)	Concrete Sidewalk, 6"	250 Sft	\$6.50	\$1,625.00	\$11.50	\$2,875.00	\$7.50	\$1,875.00	\$10.20	\$2,550.00	\$10.00	\$2,500.00	\$18.00	\$4,500.00
14)	Concrete Sidewalk Ramp, ADA	800 Sft	\$6.50	\$5,200.00	\$11.50	\$9,200.00	\$10.00	\$8,000.00	\$11.20	\$8,960.00	\$10.00	\$8,000.00	\$16.00	\$12,800.00
15)	HMA, 13A	14 Ton	\$150.00	\$2,100.00	\$300.00	\$4,200.00	\$200.00	\$2,800.00	\$400.00	\$5,600.00	\$250.00	\$3,500.00	\$400.00	\$5,600.00
16)	3" Topsoil and Sod	100 Syd	\$3.00	\$300.00	\$5.00	\$500.00	\$15.00	\$1,500.00	\$20.00	\$2,000.00	\$35.00	\$3,500.00	\$80.00	\$8,000.00
17)	3" Topsoil, Seeding Mix Type THM, and Mulch	260 Syd	\$7.00	\$1,820.00	\$5.00	\$1,300.00	\$12.00	\$3,120.00	\$25.00	\$6,500.00	\$35.00	\$9,100.00	\$80.00	\$20,800.00
18)	Reset Frame and Cover	5 Each	\$250.00	\$1,250.00	\$250.00	\$1,250.00	\$350.00	\$1,750.00	\$600.00	\$3,000.00	\$500.00	\$2,500.00	\$400.00	\$2,000.00
19)	Replace Frame and Cover	2 Each	\$750.00	\$1,500.00	\$500.00	\$1,000.00	\$700.00	\$1,400.00	\$900.00	\$1,800.00	\$750.00	\$1,500.00	\$11.00	\$22.00
20)	Integral Concrete Curb	200 Ft	\$30.00	\$6,000.00	\$37.00	\$7,400.00	\$60.00	\$12,000.00	\$30.00	\$6,000.00	\$45.00	\$9,000.00	\$30.00	\$6,000.00
21)	Detectable Warning, ADA	20 Each	\$200.00	\$4,000.00	\$250.00	\$5,000.00	\$300.00	\$6,000.00	\$850.00	\$17,000.00	\$350.00	\$7,000.00	\$200.00	\$4,000.00
TOTAL BID AMOUNT				\$59,000.45	\$79,750.00	\$88,529.00	\$98,989.41	\$108,850.00	\$146,922.00					

CORRECTIONS

¹

Bidder's multiplication error has been corrected.

²

Bidder's summation error has been corrected.

³

Bidder's total has been adjusted to reflect correction.



REQUEST FOR LEGISLATION
October 3, 2017

From: Stan Kirton, Public Services Director

Subject: Contract Approval with Parks installation and Excavating, Inc. for the Replacement of Fire/Police Underground Storage Tanks (UST) Fuel Tanks

SUMMARY & BACKGROUND:

Funds have been programmed in the 2017-18 FY Budget to replace out dated and failing underground fuel tanks located in the Fire/Police Parking Lot. Bids were duly solicited and three bids were received. R. W. Mercer Company, Jackson, MI submitted a bid in amount of \$239,961.00; Oscar W. Larson Co., Clarkston MI submitted a bid in the amount of \$ 171,795.00; Parks Installation & Excavating Inc., Milford, MI. submitted a bid of \$160,000.

The current USTs were installed in 1992 and have well exceeded their life span. The most recent inspection of the USTs indicated that the inner tank is leaking fuel into the interstitial (secondary containment) tank. Unless repairs are made the State will force us to shut the pump down and remove the tanks. Also, if these tanks are not replaced before the interstitial tank leaks releasing fuel into the ground, we will be forced to remediate the contaminated soil at a huge expense with possible fines from the DEQ.

The construction services costs will be expended from account #101-7-2650-818-04.

Staff recommends council accept the proposal submitted by Parks Installation & Excavating Inc. for the amount of \$160,000.00.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Proposals, Resolution

CITY MANAGER APPROVA: _____

COUNCIL AGENDA DATE: October 3, 2017

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2017-224
October 3, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Funds have been programmed in the 2017-18 FY-Budget; and

WHEREAS, bids were duly solicited by direct mail; and

WHEREAS, three bids were received and opened ranging from \$160,000.00 to 239,961.00; and

WHEREAS, Staff recommends accepting the bid submitted by Parks Installation & Excavating Inc. for the amount of \$160,000.00; and

WHEREAS, the construction cost for this project will be expended from account number 101-7-2650-818-04 in the FY 2017-18 budget; and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council approves the proposal submitted by Parks Installation & Excavating Inc. in the amount of \$160,000.00; and

THAT the Mayor and City Clerk are authorized to sign this contract, subject to review and approval by the City Attorney; and

THAT the City Manager is authorized to sign any change orders that may be needed to maintain the project's schedule, subject to review and approval by the City Attorney.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

THE OSCAR W. LARSON COMPANY

Corporate Office: 10100 Dixie Highway, Clarkston, MI 48348

Ph: (248) 620-0070 – (248) 549-3610 * Fx: (248) 620-0071 – (248) 620-0072

6568 Clay Avenue SW, Grand Rapids, MI 49548

Ph: (616) 698-0001 – Fx: (616) 698-2265

2100 Milbocker Road, Gaylord, MI 49735

Ph: (989) 732-4190 – Fx: (989) 732-3377

1816 N. Telegraph Road, Dearborn, MI 48124

Ph: (810) 217-6524 – Fx: (313) 278-6030

26670 Glenwood, Suite B, Perrysburg, OH 43551

Ph: (419) 873-0555 – Fx: (419) 873-0559

3731 Interchange Road, Columbus, OH 43204

Ph: (614) 907-7629 – Fx: (614) 310-8896

740 Pleasant Valley Drive, Springboro, OH 45066

Ph: (513) 813-7650 – Fx: (513) 813-7651

2246 Research Drive, Fort Wayne, IN 46808

Ph: (260) 496-9870 – Fx: (260) 496-9480

6462 Oaklandon Road, Indianapolis, IN 46236

Ph: (317) 337-9473 – Fx: (317) 337-9474

1946-2017

Celebrating
Over

71

Years of
Excellence

PEI
Member

EQUIPMENT * INSTALLATION * SERVICE

Page 1 of 1

To: City of Ypsilanti
Department of Public Works
One South Huron Street
Ypsilanti, MI 48197

Date: September 13, 2017

Phone: 734 483-1421
Fax: 734 483-1018

Attention: Brad Holman

Email: bholman@cityofypsilanti.com

- Conditions:**
- 1) This proposal is open for 30 days from the date stated above. However, prices of components, equipment and raw materials may increase before the date such items are ordered. If so, such increases will be added to the quoted cost. THE OSCAR W. LARSON COMPANY will itemize such costs upon receipt of a signed Proposal. If such cost increases are unacceptable to Customer, Customer may elect to cancel order under the terms of the Master Services Agreement.
 - 2) This Proposal and the Master Services Agreement constitute the full and complete agreement of the parties, and any inconsistent terms stated in any acceptance, invoice, purchase order, or any other document whatsoever are ineffective. This provision conforms to the requirements of RC 1302.10 (B) (1).
 - 3) Contract documents incorporated by reference as though fully stated herein:
 - 1) The Master Services Agreement
 - 2) This Proposal

Special Terms: 25% upon acceptance of proposal, 25% on commencement, balance prior to start-up (or) upon completion of proposal (Based on Approved Credit).

SUBJECT: UST Removal
UST Installation
525 West Michigan Avenue

We are pleased to quote the following:

1. Excavate and remove one (1) 6,000 gallon and one (1) 4,000 gallon UST's and ancillary piping.
2. Supply and install one (1) 10,000 gallon doublewall fiberglass UST (split 6,000/4,000) with water tight turbine enclosures.
3. Transport and dispose of 550 tons of soils. Backfill with 570 tons of peastone.
4. Supply and install two-point overfill and overspill protection.
5. Supply and install doublewall fiberglass product piping and OPW fire valves.
6. Supply and install singlewall fiberglass vent piping with galvanized steel risers and vent caps.
7. Supply and install two (2) F.E. Petro 3/4-horsepower submerge pumps with mechanical leak detectors.
8. Supply and install one (1) APT dispenser sump and related hardware.
9. Supply and install one (1) Wayne G6203D dual hose, dual product dispenser with 10:1 pulsar.
10. Supply and install two (2) hose, nozzle and breakaway setups.
11. Reuse existing Veeder-Root console.
12. Supply and install two (2) new Veeder-Root level probes, three (3) sump sensors, and one (1) interstitial sensor.
13. Supply and install conduit and wire to UST and dispenser.
14. Replace up to 1,800 square feet of 8" concrete.
15. Supply and install one (1) 3' x 5' dispenser island with four (4) 6" guard posts.
16. Start up, purge and calibrate dispenser.

TOTAL PRICE.....\$171,795.00

Note: Prices do not include removal, transportation or disposal of contaminated liquids or soils.

ACCEPTANCE: This Proposal, when accepted by the purchaser, and approved by a Corporate Officer of the Oscar W. Larson Company, will constitute a contract between us, subject to all terms and conditions contained in the Master Services Agreement. It is expressly agreed that there are no promises, agreements, or understanding, oral or written, not specified in this proposal and the Master Services Agreement.

Matthew E. Koziel, Project Manager

09/13/17

Company Name

By: _____

Its: _____

The Oscar W. Larson Company

By: _____

Its: Charles A. Burns, President

Date: _____

2322 Brooklyn Rd. Jackson, MI 49203 (517) 787-2960 ph. (517) 787-8111 fax	4585 Executive Drive Portage, MI 49002 (269) 321-2280 ph. (269) 321-2285 fax	3366 Three Mile Rd., NW Walker, MI 49544 (616) 453-7444 ph. (616) 453-7813 fax	12870 Inkster Rd Redford, MI 48239 (313) 286-3300 ph. (313) 766-4850 fax	3124 Commerce Center Dr. Saginaw, MI 48601 (989) 753-4016 ph. (989) 753-9360 fax	2801 Dickerson Rd. Gaylord, MI 49734 (989) 732-2971 ph. (989) 732-5329 fax	4020 Merchant Rd. Ft. Wayne, IN 46818 (260) 489-3566 ph. (260) 489-0738 fax
--	---	---	---	---	---	--

Legal Company Name

City of Ypsilanti

Proposal Submitted to Bradford Homan	Phone 734-483-1421	Fax 734-483-1018	Date 9/8/2017
Street Address One South Huron Street	Site Name Fire House	Job #	Site Phone
City, State, Zip Code Ypsilanti, MI, 48197	Site Location - Address 525 W Michigan Ave		
Contact Email bholman@cityofypsilanti.com	Job Description Tank removal and replacement with new components	Proposal Submitted By: Jason R. Foster	

We appreciate the opportunity to submit the following proposal.

Please review the following Scope of Work:

A) EXCAVATION:

Sawcut, excavate and remove two 4,000 gallon USTs including piping and all equipment.
Perform closure testing and reporting as required for MDEQ regulations.
Prepare same tank area to install new 10,000 gallon UST, compartmented 6,000/4,000.
Install tanks with proper deadman anchoring and hold down systems.
Trench from new tank to building for conduits and to new island for piping.
All excavations to be backfilled with pea gravel.

B) TANKS:

Furnish and install one (1) 10,000 gallon UST, double walled, jacketed steel, tank with two compartments.

C) MANHOLES - SPILL CONTAINERS – OVERFILL DEVICES:

Furnish and install Two (2) Flexing 42" manholes.
Furnish and install Two (2) EBW 5-gal, double walled spill container, and one (1) EBW Single walled for vapor.
Furnish and install Two (2) OPW overfill valves, OPW fill caps, and adapters.
Furnish and install 18" manway for Veeder-Root probes, 12" for interstitial sensors and 44" manway at sumps.

D) PIPING:

Disconnect piping from existing tank and dispose.
Furnish and install new double walled, fiberglass piping (3"/2") and all related fittings for product piping to dispensers.
Furnish and install 2" fiberglass vent piping, with caps and extraction valves, up to 50'.

E) ISLANDS:

Furnish and install two (2) 4' X 6' X 13" stainless steel islands.
Furnish and install four (4) 4" bumper posts.

F) CONTAINMENT:

Remove/Dispose of existing dispenser sumps.
Furnish and install two (2) fiberglass dispenser sumps with all entry fittings.
Furnish and install two (2) APT fiberglass piping sumps with all entry fittings.

G) DISPENSERS:

Furnish and install two (2) Gasboy, Single hose, single product, electronic dispensers.
Furnish and install two (2) new 3/4" nozzles, swivels, Breakaways, and 12' hoses.

H) TANK MONITOR:

Furnish and install two (2) new STP Sump Sensors, tank interstice sensors, and new probes. for.
Furnish and install new Veeder-Root TLS-4c in place of existing TLS 350.
Reinstall existing Fuelmaster key reader.

I) SUBMERGED PUMPS:

Furnish and install two (2) Red Jacket 3/4 hp STPs with control boxes and mechanical leak detectors.

J) CONCRETE:

Furnish and install concrete slab over new tanks, and over old tank excavation; 45' x 36' x 8". 1620'

Furnish and install concrete in new islands.

Furnish and install 3' x 75' trench paving to building.

K) PERMITS:

Submit necessary plan review and specifications for tanks and piping to the State of Michigan LARA.

Price does not include any engineered drawings for permits if needed.

L) ELECTRICAL:

Provide new electrical hookups for fueling station, submersible pumps, tank monitor, sensors and probes.

Furnish and install new conduits and wiring.

M) SERVICE:

Provide labor for installation of equipment, start-up of the Dispensers, TLS Sensors, purging of the lines, and calibration.

NOTE: Does not include dewatering, environmental testing, removal or disposal of contaminated soils or liquids if found.

Prices stated are firm for 30 days from the date of this proposal.

We propose to furnish the above, in accordance with the specifications as referenced below, for the **TOTAL SUM** of:
Two Hundred Thirty Nine Thousand, Nine Hundred Sixty One Dollars and NO/100.....\$ 239,961.00

Payment to be made as follows: **25% Down Payment; Construction Draws as Necessary; Major Equipment Billed and Due Upon Shipment from Vendor; Balances Due Net 10.** _____ (initial)

Acceptance: Customer hereby accepts the Terms and Conditions set forth on the reverse side of this contract. Customer is responsible for all sales, use and other governmental taxes and charges, which are not included in the price unless expressly stated. R.W. Mercer Co. is authorized to perform the work as specified. This Proposal/Contract is subject to credit approval and may be revoked before acceptance.

Proposed: R.W. Mercer Co.

Accepted: City of Ypsilanti

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Stan Kirton

From: roy@parksinstallation.com
Sent: Tuesday, September 26, 2017 12:12 PM
To: Stan Kirton
Subject: City of Ypsilanti Central Fire Station - 525 W Michigan Avenue, Ypsilanti, MI, 48197 (Revised 9/26/17)

Att'n: Sir

Jobsite:

City of Ypsilanti Central Fire Station
525 W Michigan Avenue
Ypsilanti, MI, 48197

Here is our Revised Bid for the Replacement of the underground Tanks & Piping at the above site. Our price includes two Double Walled Perma Tanks. Tank monitor & level probes to be reused but will be recalibrated and updated. Provide & install two new single Wayne suction dispensers with islands & containment including new piping. Dewater tank excavation & install deadman concrete anchors. Lead time on getting new tanks delivered is 4 to 6 weeks after ordering.

Bid Price = \$160,000.00

1. Mobilize, Demobilize Excavator and Loader to site = \$1500.00
2. Excavation of Soils based on Perma Tanks being installed - 440 yards (550 tons) @ \$5.00/ ton = \$2750.00
3. Hauling & disposal of 440 yards (550 tons) of spoils dug from old tank excavation to a landfill since no local non contaminated dump will take these spoils from a existing tank excavation. Based on 550 tons C-Soil like spoils @ \$24.00/ ton = \$13,200.00

4. Air test new tanks before setting in ground = \$250.00
5. Supply & place 34R Pea gravel for Complete Tank Backfill - 550 tons @ \$24.50/ ton = \$13,475.00
6. Filter fabric tank excavation = \$500.00
7. Dewatering of tank excavation as follows based on 10,000 gallons pumped & disposed:
 - A. Liquid disposal truck - 8 hours @ \$125.00/ hour = \$1000.00
 - B. Liquid pumping & disposal of 5,000 gallons of liquid @ \$.30/ gallon = \$1500.00
8. Supply & Place Dead man Concrete Tank Anchoring System including tank straps, turnbuckles, shackles, wire rope, & cable clips, etc. = \$6000.00
9. Labor to water ballast tanks after setting in ground = \$100.00
10. Standby time for Excavation crew beyond our control will be \$250.00/hour extra.
11. Remove pavement at grade over existing underground tank and around existing fueling system and dispose off site at a pavement recycling plant as non contaminated - 1700 sq ft @ \$1.00/ sq ft = \$1700.00
12. Please Note the pricing for this section 12 = \$105,650.00

Provide and assist Parks in installation of (1) 4000 & (1) 6000 gallon double wall Perma Tanks.

Provide and install all needed tank top piping.
Provide and install double wall flex piping from tanks to pump locations.
Provide and install single wall vent piping.
Provide and install spill and overfill protection.
Provide and place 1300 square feet of 6" concrete. New island is 4 feet X 25 feet.
Provide and install (2) Wayne suction dispenser with island and containment.
Assist in back fill and place manholes.
Purge lines.
Have all needed inspections.
Reuse card system.
Recalibrate and update as needed existing Tank monitor & level probes.

Saw cut excavation prior to repaving.

13. Labor & equipment to set tanks = \$2000.00

14. Remove & dispose of 500 gallons of residual liquid from old UST system minimum cost = \$775.00

15. Snow fence & barricades will be placed around fueling system work site until backfill is completed = \$500.00

16. Misc. and incidentals = \$600.00

17. Remobilize to site with equipment & complete tank & piping backfilling after inspection on the new piping installed = \$1500.00

18. Parks Installation will provide two Union Operators on this project. If any other Union craftsmen are needed including Pipefitters this will be extra.

19. Visqueen for stockpiling of soils will be extra @ \$125/ roll extra but none is expected to be necessary as landfill approval will be ready by the time project starts.

20. All remediation piping, test wells, under ground utilities, and conduits hit, & broken during excavation of new tanks is not the responsibility of Parks Installation for replacement or repair. Parks has based bid on these items not being in our work site & that all existing lines found will be in good working order and not already damaged or decayed to the point of needing to be replaced. Any repairs needed will be extra.

21. Remove & dispose of existing 1-4000 & 1-6000 gallon composite or fiberglass tanks including old piping and dispenser = \$4000.00

22. Environmental closure report & laboratory soil testing by Applied Environmental Inc. = \$3000.00

22. Terms: Monthly draws of 25% starting with deposit on new equipment, tank installation, repaving, and final payment.

Bid Submitted by:

Roy Parks
Parks Installation & Excavating Inc.
4893 McCarthy Drive
Milford, MI., 48381
PH 248-676-8583
Fax 248-685-7093
cell 248-808-3501
roy@parksinstallation.com
www.parksinstallation.com

Bid Accepted by:



REQUEST FOR LEGISLATION
October 3, 2017

To: Mayor and Council

From: Joe Meyers, Community Development Manager

Subject: Ziggys Liquor License

SUMMARY & BACKGROUND: On May 5, 2017 the city council passed a resolution to approve a redevelopment liquor license for Ziggy's at 206 W. Michigan. Once Ziggy's completed the work on the building and the applicant applied for the license, the liquor control commission requested the resolution be restructured to have the name of Ziggy's LLC, DJ Jeffries Management LLC, in the resolution and state that the liquor license would be a new Class C liquor license as defined by MCL 436.1521(a)(1)(b), instead of a Redevelopment Liquor License.

ATTACHMENTS: New Liquor License resolution

RECOMMENDED ACTION: Staff recommends city council rescind resolution 2017-098 and adopt the new attached resolution.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



RESOLUTION NO. 2017-225
October 3, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, David Jeffries, owner of DJ Jeffries Management LLC, has applied to the Ypsilanti Downtown Development Authority, City of Ypsilanti and Michigan Liquor Control Commission requesting the following:

Approval of a New Class C license with a Dance/Entertainment permit, A New Class C license, as defined by MCL 436.1521(a)(1)(b), is a place licensed to sell, at retail, beer, wine, mixed spirit drink, and spirits for consumption on the premises, at 206 W. Michigan Ave, Ypsilanti, MI 48197, Washtenaw County; and

WHEREAS, a public hearing to consider the application to New Class C for DJ Jeffries LLC was duly noticed and held on May 4, 2107

NOW, THEREFORE, BE IT RESOLVED THAT the request of David Jeffries owner of DJ Jefferies Management LLC for the property located at 206 W. Michigan be approved.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



REQUEST FOR LEGISLATION
September 19, 2017

To: Mayor and Council

From: Joe Meyers, Community Development Manager

Subject: 75 Catherine Rezoning Request

SUMMARY & BACKGROUND:

75 Catherine is a legal nonconforming medical marijuana grow facility on the southeast corner of the intersection of Catherine St and Chidester St., currently zoned Core Neighborhood. A limited building type of single story commercial is permitted on this site. In 2013, the Planning Commission approved a Site Plan and Special Use application to permit a medical marijuana grow facility at this location. At that time the zoning was M1-Light Manufacturing, which permitted a grow facility as a special use. The 2014 zoning ordinance amendment changed the zoning to Core Neighborhood, which does not permit medical marijuana grow facilities. Prior to 2014, this property was continuously zoned as light industrial or light manufacturing.

The applicant, Anthony La Russa on behalf of AZ Holdings, L.L.C., is requesting a rezoning to PMD, Production, Manufacturing & Distribution which allows Medical Marijuana growing/Manufacturing Facility as a special use.

Given the history and smaller size of the property, Planning Commission supported the rezoning request at their August meeting with the following findings:

1. This rezoning is consistent with the master plan goal of "Ypsilanti is a great place to do business, especially the green and creative kind".
2. The parcel that will be rezoned is only 1.03 acres in size and as such it will prohibit the development of this area as many of the larger industrial uses that are allowed in the Production, Manufacturing & Distribution district.
3. This property has been used as light industrial for the past 100 years and was questionably rezoned to Core Neighborhood during the 2014 adoption of the current zoning ordinance.
4. The rezoning to the proposed Production, Manufacturing & Distribution district is more appropriate than rezoning to another district or than amending the list of land uses within the Core Neighborhood district.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Staff review for 8/16/2017 PC meeting
Planning Commission Minutes 8/16/2017 (draft)

CITY MANAGER APPROVAL: _____

COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2017-226
October 3, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the rezoning of 75 Catherine is consistent with the goals of the City Master Plan and

WHEREAS, the size of the parcel will prohibit the development of this property to many of the larger industrial uses that are allowed in the Production, Manufacturing & Distribution district; and

WHEREAS, the proposed rezoning will align the past zoning and history of the parcel; and

WHEREAS, the proposed rezoning is appropriate for the current character and use of the property;

NOW THEREFORE BE IT RESOLVED that an Ordinance to rezone 75 Catherine from Core Neighborhood to Production, Manufacturing & Distribution be approved on Second and Final Reading.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

An Ordinance Entitled "75 Catherine Rezoning"

THE CITY OF YPSILANTI ORDAINS:

That the property addressed as 75 Catherine, with the tax code ID#11-11-39-402-001, and a legal description of YP CITY 1-W4 LD COM AT SE COR CATHERINE & CHID- ESTER STS, TH S ALONG E LINE CHID- ESTER 259.45 FT, TH NE 182.11 FT, TH N TOS LINE CATHERINE ST, TH WLY ALONG S LINE CATHERINE ST TO BEG.

BE REZONED FROM CN, CORE NEIGHBORHOOD TO PMD, PRODUCTION, MANUFACTURING & DISTRIBUTION;

MADE, PASSED, AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS _____
DAY OF _____, 2017

Frances McMullan, City Clerk

Attest

I do hereby confirm that the above Ordinance No. _____ was published in the
Washtenaw Legal News on the _____ day of _____, 2017.

Frances McMullan, City Clerk

CERTIFICATE OF ADOPTING

I hereby certify that the foregoing is a true copy of the Ordinance passed at the regular
meeting of the City Council held on the _____ day of _____, 2017.

Frances McMullan, City Clerk

Notice Published: _____

First Reading: _____

Second Reading: _____

Published: _____

Effective Date: _____



August 7, 2017

Staff Review of Rezoning Application
75 Catherine-rezone
75 Catherine

GENERAL INFORMATION

Applicant:	AZ Holdings, L.L.C.
Project:	75 Catherine-rezone
Application Date:	July 7, 2017
Location:	Southeast corner of the intersection of Catherine St and Chidester St.
Zoning:	CN- Core Neighborhood
Master Plan:	Central Neighborhood
Action Requested:	Rezone the parcel to Production, Manufacturing & Distribution (PMD)
Staff Recommendation:	Approval

PROJECT AND SITE DESCRIPTION

The applicant is requesting a rezoning for parcel #11-11-39-402-001, 75 Catherine, from CN-Core Neighborhood to PMD - Production, Manufacturing & Distribution. The total area of the parcel is 1.03 acres.

In 2013, the Planning Commission approved a Site Plan and Special Use for the property to permit a medical marijuana grow facility. At that time the zoning was M1-Light Manufacturing, which permitted a grow facility once approved as a special use. The 2014 zoning ordinance amendment changed the zoning to CN- Core Neighborhood, which does not permit a medical marijuana grow facility. Prior to the 2014 amendment, this property was continuously zoned as light industrial or light manufacturing.

A site plan was approved and finalized in 2005 for an auto body shop, prior to that the property was various uses including a motorcycle club and a hair product production. Varsity Linen was issued a Certificate of Occupancy in 1970 and building permits indicate that the property was used by Trojan Laundry as far back as 1933. Sanborn Fire Insurance Maps depict this property as the Ypsilanti Laundry Co. as early as 1916, thus this property has always been used for light industrial.

Figure 1: Subject Site Location & Zoning



Figure 2: Site Aerial (2015)

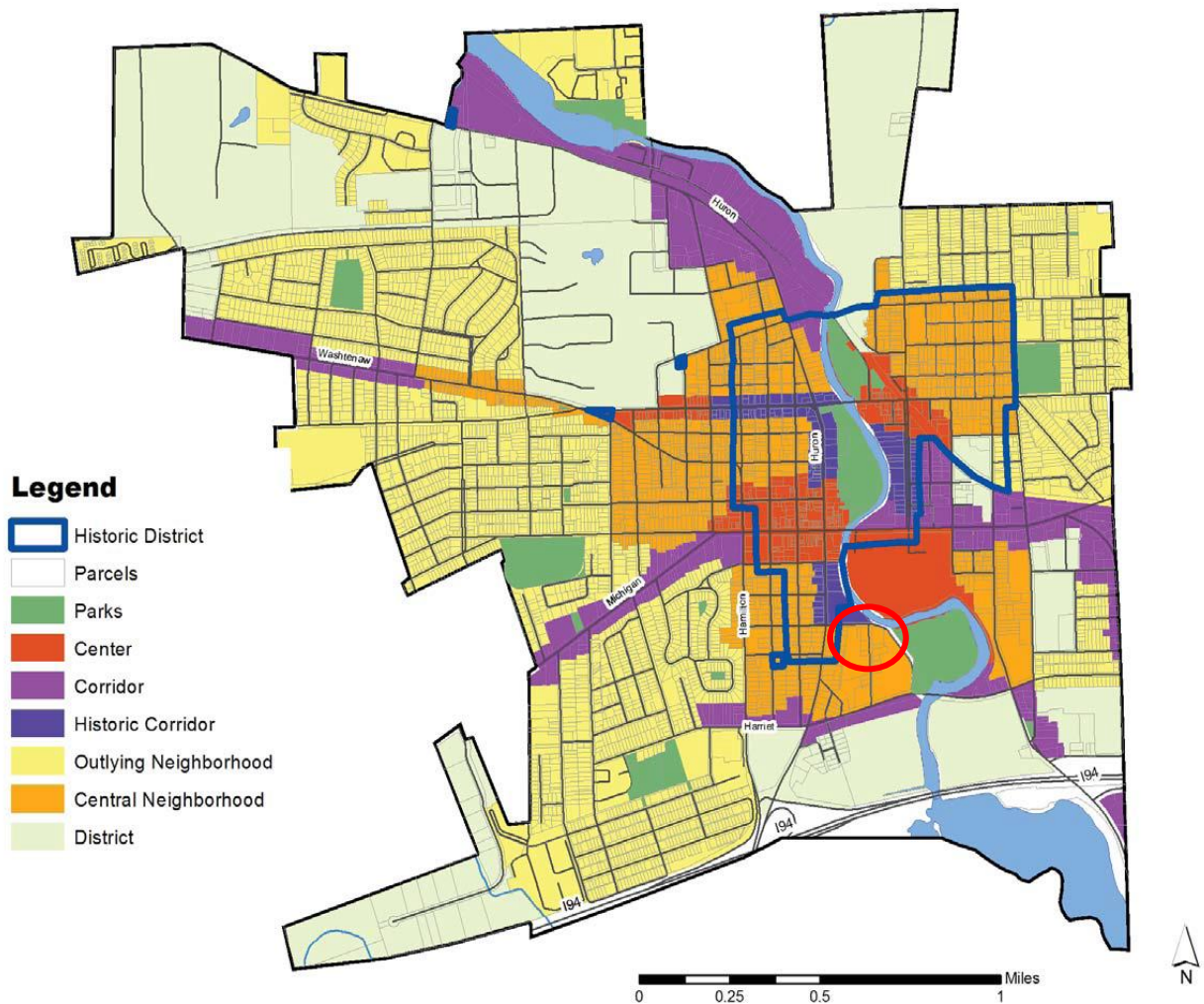


MASTER PLAN

The subject property is within the "Central Neighborhood" future land use. These neighborhoods are some of the oldest in Ypsilanti. Initially oriented on the Huron River, they are built on a grid street network connected to the adjacent business districts. They border downtown, Depot Town and EMU. These neighborhoods have a range of residential building types, with churches, schools, stores and gas stations intermixed. Around the railroad, industrial uses are mixed into the neighborhood.

The future land use map, below, shows the parcel as Central Neighborhood.

Figure 3: Future Land Use Designations



EXISTING LAND USE AND ZONING

This parcel is currently used as a medical marijuana grow facility.

Figure 4: Surrounding Land Use and Zoning

	LAND USE	ZONING
NORTH	Nursing Home Vacant Land	HC- Historic Corridor C- Center
EAST	Vacant Land Waterworks Park	CN- Core Neighborhood P-Park
SOUTH	Single and Multi-family uses Chidester Place	CN- Core Neighborhood
WEST	Garage	CN- Core Neighborhood

REZONING IMPLICATIONS**INTENT**

CN-Core neighborhoods "are built on a grid street network connected to the adjacent business districts. They border center districts or other core neighborhoods. These neighborhoods have a range of residential building types, with religious institutions, schools, stores and automobile filling stations intermixed."

PMD, in contrast, "is designed to create and sustain producing, manufacturing, storing, and distributing goods. These districts are generally located where buildings can be on large plots of contiguous land, serviced by railroad lines or major thoroughfares, and adequately served by required utilities and services. Uses are expected to generate waste, noise, odor, and truck traffic; however, uses should produce minimal external impacts that are detrimental in any way to other uses in the district or to properties in adjoining districts."

Figure 5: Permitted uses in existing and proposed zonings.

<i>P=Principal, A=Accessory, S=Special Land Use, -- = Not Permitted S/Res= Special Land Use when adjacent to R-1, CN, CN-Mid, CN-SF, or MD zoning, otherwise permitted;</i>		
USES	CN	PMD
RESIDENTIAL		
Single-Family Detached Dwelling	P	--
Single-Family Attached Dwellings	P	--
Accessory Dwelling Unit	A	--
Two-family dwelling units	P	--
Multiple Family Dwellings, maximum of 4 units per building	P	--
Multiple Family Dwellings, more than 4 units per building	S	--
Apartments located above ground floor of permitted nonresidential uses	P	--
Home Occupation	A	--
Family Child Care Home	A	--
Group Child Care Home	S	--

Adult foster care family homes	A	--
Group residence	S	--
Roominghouse	S	--
Group living with support staff, not licensed by State of Michigan	S	--
Adult foster care small & group homes, adult congregate facilities	S	--
Adult foster care facilities licensed by a state agency for care and treatment of persons released from or assigned to adult correctional facilities.	S	--
RECREATION, EDUCATION & PUBLIC ASSEMBLY USES		
Park	P	--
Indoor recreation	A	--
Primary & Secondary Schools (public & private)	S	--
Post-secondary educational institutions (public & private)	S	--
Religious institution	S	--
Private assembly, including banquet hall	S	--
Municipal, county, regional, & state service uses	S	--
Public Art	A	--
SERVICES		
Bed & Breakfast or Inn	S	--
Funeral Homes	S	--
Nursing Homes	S	--
Medical or Dental Offices, less than 5,000 square feet	S	--
Business and professional offices and services, 15,000 square feet or more	--	P
Business and professional offices and showrooms	--	A
Kennels, commercial	--	S/Res
Offices for skilled trade services including but not limited to plumbing, electric, heating, and painting establishments	--	P
Repair of appliances, machines or vehicles	--	P
Self-storage facilities	--	P
Printing services, including but not limited to: publishing, engraving, photo development, lithographing, silk screening and three-dimensional printing	--	P
Construction and Landscape Contractors, contractor's yards, equipment and materials storage	--	P
Recycling centers	--	S
Adult Regulated Uses	--	S
COMMERCIAL		
Arts & crafts studios	S	--
Food stores, excluding sale of alcohol, less than 15,000 square feet	S	--

Farmers' Market	A	--
Garage Sales	A	--
RESTAURANTS		
Carry-out and/or delivery restaurant	S	--
Café or coffee shop	S	--
AUTO-ORIENTED		
Automobile Wash & Detailing	--	P
Automobile Filling Station - no repair	S	--
Automobile Share Parking	A	A
Truck Wash	--	S
Automobile Repair	--	P
Automobile rental (parking, storage, wash & repair)	--	P
Vehicle &/or Recreational Vehicle Storage and Towing	--	S/Res
Junkyards; Vehicle Wrecking, Salvage, Storage of Inoperable Vehicles	--	S
INFRASTRUCTURE		
Essential Services	P	P
Communication Devices	A	A
Radio & Television Studios or Stations	--	P
Radio and television towers, public utility microwaves, and public utility television transmitting towers, mobile communications towers, cellular phone towers and their accessory facilities	--	P
Utility buildings including electric and gas service buildings and yards, telephone exchange buildings, electrical transformer stations and substations, gas regulator stations, and water and propane tank holders	--	P
Railroad yards not including manufacture and repair	--	S/Res
Energy, electricity and heat generation plants	--	S
Landfill	--	S
Water or sewage treatment plant	--	S
Biofiltration Facility	--	P
Alternative Energy	A	A
GARDENS/COMMUNITY GARDENS		
Community gardens	P	--
Passive solar building	A	--
Toolhouses, sheds, and other similar buildings for the storage of domestic supplies	A	--
RESEARCH		
Laboratories	--	S/Res
Development & Research	--	S/Res
PRODUCTION, MANUFACTURING & DISTRIBUTION		
Manufacture or processing of food products including brewing & distilling	--	P

Craft manufacturing	--	P
Medical Marijuana Growing/Manufacturing Facility	--	S
Storage, warehousing, and wholesale distribution	--	S/Res
Central dry cleaning plants	--	S
Clothing production	--	P
Software, film, music, television and radio, and video game development & physical production	--	S/Res
Assembly and production, from prefabricated parts, of household appliances, electronic products, hardware products, and similar products	--	S/Res
Processing or assembling of parts for production of finished equipment	--	S/Res
Dry cleaning plants or laundries	--	S
Manufacturing, Compounding, Processing, packing or treatment of such products as candy, cosmetics, drugs, perfumes, pharmaceuticals, and toiletries, except the rendering or refining of fats and oils	--	S/Res
Manufacturing of alcohol; ammonia; bleaching powder or chlorine; asphalt, including refining; brick, tile or terra cotta; chemicals; concrete or cement products; lampblack; oil cloth or linoleum; paint, oil, shellac, turpentine, lacquer or varnish; petroleum products; plastics; soap; sodium compounds; tar distillation or tar products	--	S
Manufacturing of machine tools, machinery, vehicles of all types, machine or vehicle components or that requires metal plating or galvanizing, plastic extrusion or molding or similar process	--	S
Metal Foundry or fabricating plant and heavyweight casting	--	S
Manufacture of construction materials	--	S
Manufacturing of textiles, rubber or synthetic treated products	--	S
Manufacture and repair of train cars, locomotives and track	--	S
Animal slaughter and processing	--	S
Ethanol, petroleum and fuel production, refining and storage	--	S
Passive solar building	--	P
Hydroponics, aquaculture, aquaponics, and similar raising of food	--	P
STORAGE		
Outdoor storage	--	S/Res
Storage of liquid and solid fuels	--	S

Figure 6: Non-use and Dimensional Regulations
CN non-use and dimensional regulations depends on lot size

Sec. 122-477. SC Single Story Commercial Building

SC

SINGLE STORY COMMERCIAL BUILDING

These are generally designed for a single commercial use, located in lots that accommodate accessory parking, loading, and waste disposal areas.

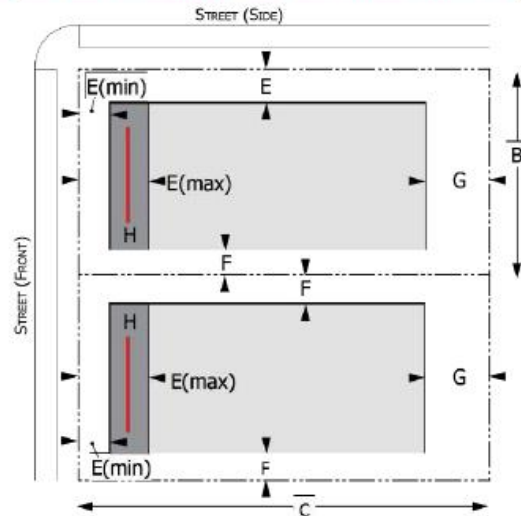
LOT REQUIREMENTS		MIN	MAX
A	Lot size (sf)	7,500	90,000
B	Lot width (ft)	50	300
C	Lot depth (ft)	100	300
D	Lot coverage (%)	--	60
BUILDING ENVELOPE		MIN	MAX
E	Street setback (front or side) (ft)	5 ⁽¹⁾	15 ⁽¹⁾
F	Side setback (interior lot line) (ft)	0	--
G	Rear setback (ft)	15 ⁽²⁾	--
H	Frontage buildout (%)	50	100
ACCESSORY BUILDING ENVELOPE		MIN	MAX
I	Street setback (ft)	30	--
J	Side setback (ft)	10	--
K	Rear setback (ft)	10	--
L	Building footprint (sf)	--	800
BUILDING HEIGHT		MIN	MAX
M	Principal building (stories)	1	1
N	Accessory structure(s) (ft)	--	15
PARKING LOCATION		Permitted in the side, street side, and rear yards.	
PRIVATE FRONTAGES		Commercial required.	

- (1) If located on Washtenaw Avenue, must build no more than ten feet from future right-of-way line as defined in the ReImagine Washtenaw plan.
 (2) When adjacent to existing detached single-family homes, the rear setback shall be a minimum of 25 feet.



EXAMPLE

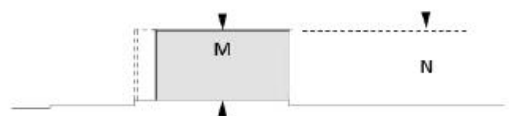
LOT REQUIREMENTS AND BUILDING ENVELOPE



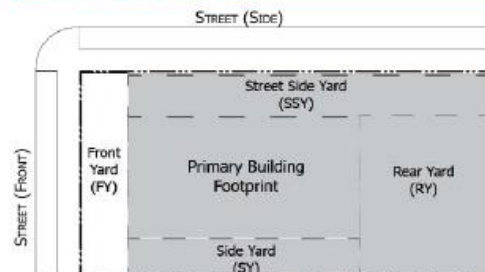
ACCESSORY BUILDING ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



PMD- OVERALL SITE REGULATIONS*Also subject to Article VI***(1) Maximum Lot Coverage**

All impervious surfaces	90%
-------------------------	-----

(2) Parking Location and Setbacks

Front & street side yard	10 feet
--------------------------	---------

Side and rear yards	10 feet
---------------------	---------

From adjacent R-1, CN-SF, CN-Mid, CN, MD districts	15 feet
--	---------

(3) Minimum Lot Width

Determined by the use and the required off-street parking, loading, screening and yard setbacks

(4) Minimum Lot Area

Determined by the use and the required off-street parking, loading, screening and yard setbacks

(5) Outdoor Lighting

See Section 122-609

(6) Landscaping

See section Article VI, Division 3 for additional guidelines regarding landscaping.

Conflicting Land Use Screening	From adjacent R-1, CN-SF, CN-Mid, CN, MD, HHS districts	Section 122-634. Screening must be a solid wall or fence constructed of face brick, poured-in-place simulated face brick, precast brick face panels having simulated face brick, stone, or wood.
Greenbelt	- Must be provided along the front yard and any street side yard. - Must be landscaped with a minimum of one (1) tree for every thirty (30) feet of frontage. No evergreens. - No less than 10' deep - Remainder must be landscaped in grass, ground cover, shrubs and other natural landscape materials. - Access drives from public rights-of-way through required greenbelts are permitted, but such drives may not be subtracted from the dimension used to determine the minimum number of trees required.	

PMD- PRINCIPAL STRUCTURES AND ATTACHED ACCESSORY STRUCTURES*Also subject to Article VI***Height**

Maximum height	60 feet	See exceptions in §122-613.
----------------	---------	-----------------------------

Minimum Setbacks

Front yard	25 feet	Minimum setbacks increase by one foot for each foot a building or structure exceeds 30 feet in height.
Side yard	15 feet	
Street Side yard	15 feet	
Rear yard	20 feet	

PMD- PRINCIPAL STRUCTURES AND ATTACHED ACCESSORY STRUCTURES*Also subject to Article VI*

From adjacent R-1, CN-SF, CN-Mid, CN, MD, HHS	25 feet	
---	---------	--

PMD- DETACHED ACCESSORY STRUCTURES*Also subject to Article VI, Division 4***(1) Height**

Maximum height	60 feet	Subject to §122-613
----------------	---------	---------------------

(2) Size of Accessory Buildings

Maximum Floor Area	No limitations other than maximum lot coverage.
--------------------	---

(3) Fences

Front Yard	No more than 6' height and 50% opacity	- Opacity is measured by the observation of any two (2) square yard area of fence between one (1) foot above the ground level and the top of the fence. The observation is from a direction perpendicular to the place of the fence. - Subject to §122-635 - Subject to §122-675
Side, Street Side, and Rear Yards	10' height max, no opacity restriction	

(4) Minimum Setbacks

Front yard	25 feet	Minimum setbacks increase by one foot for each foot a building or structure exceeds 30 feet in height.
Side yard	15 feet	
Street Side yard	15 feet	
Rear yard	20 feet	
From adjacent R-1, CN-SF, CN-Mid, CN, MD, HHS	25 feet	

REZONING CONSIDERATIONS

The following are generally accepted criteria for evaluating a rezoning request and staff responses to each:

- 1) *Is the rezoning consistent with the policies, guiding values and Future Land Use Map in the Master Plan, including any subarea or corridor studies?*

No. The Master Plan recommends that the future use of this parcel be “Central Neighborhood”. These areas are where the physical form of structures shift to a residential character with flexibility in use. Live/work housing, personal services, corner retail and small offices are evident in this district. Buildings are spaced closely, but are separated by setbacks.

Yes. The Shape Ypsilanti master plan also states that “Ypsilanti is a great place to do business, especially the green and creative kind” (p 7). As this rezoning is to accommodate and retain an existing business that has stabilized this property, this change is consistent with the Master Plan. It should also be noted that this property had a future land use listed as light industrial/high technology in the previous City of Ypsilanti Master Plan (1998-2013).

- 2) *Does the rezoning sustain the site's physical, geological, hydrological and other environmental features with the potential uses allowed in the proposed zoning district?*

Undetermined. Other possible uses or an expansion of the current use in the proposed PMD district may permit more changes to these features. However even if the site were to remain zoned CN, a new permitted use could expand or build a new single story commercial building with a larger footprint due to the single story commercial limited building type permitted on this site.

- 3) *Can the property that is proposed to be re-zoned accommodate the requirements of the proposed zoning district?*

Undetermined. This parcel is only 1.03 acres and will not be able to accommodate many of the larger permitted uses in the PMD district due to its smaller size. However if approved, this will leave the parcel open to future development as any of the smaller permitted/special uses in the PMD district such as food and craft manufacturing, appliance and machine repair, radio or television stations, etc.

The PMD and CN district permitted uses are quite different; in fact there are only four permitted uses that are the same for both of these districts: essential services is permitted as a principal use, and alternative energy, communication devices and automobile share parking are permitted as accessory uses. There are many potential industrial uses in the PMD district that are not compatible with the uses permitted in CN. The rezoning to PMD has been requested since PMD is one of only two zoning districts that allow for the current use of a medical marijuana growing/manufacturing facility as a special use. While GC also permits a grow facility as a special use, this zoning fits less with this site due to its light industrial past, this location is not on a main corridor and the site is not geared towards automobile traffic.

- 4) *Are all of the potential uses and building types allowed in the proposed zoning district compatible with surrounding uses, buildings, and zoning in terms of land suitability, impacts on the environment, impacts on the transportation network, density, nature of use, aesthetics, infrastructure and potential influence on property values?*

Perhaps. All potential uses and building types allowed in the proposed zoning district are not necessarily compatible with the surrounding uses but as mentioned before the size of the site will limit what could be placed in this area.

- 5) *Is the capacity of City infrastructure and services sufficient to accommodate the uses permitted in the requested district without compromising the health, safety, sustainability and welfare of the City?*

Maybe. The current use of the rezoned parcel should not have any effect on the City infrastructure and services. Other permitted uses in the proposed PMD district such as auto related businesses, self-storage facilities, offices and smaller manufacturing, would create more of an impact on the infrastructure and traffic in the area.

- 6) *Will the rezoning be detrimental to the financial stability and economic welfare of the City?*

No.

- 7) *Would the rezoning negatively impact the condition of any nearby parcels considering existing vacancy rates, current per-square-foot lease or sale rates, and other impacts?*

Unknown. There are some residential and multi-family uses nearby sales and lease rates could potentially be impacted. However, this parcel has been light industrial since at least 1916.

- 8) *Is the rezoning consistent with the trend of development in the neighborhood or surrounding area?*

Yes and No. While there is one other property that is of a light industrial/commercial nature to the west on Catherine, most of the area is residential in nature, ranging from single family homes to a 151 unit multi-family structure. Only three or four of these properties were built after the light industrial use was established at 75 Catherine, the majority of the residences existed prior to that use. The most recent new build was in 1999 however there is vacant land to the east of the site.

- 9) *Was the property in question improperly zoned or classified when this Chapter was adopted or amended?*

Perhaps. As research has indicated that this property has always been light industrial or light manufacturing and has been zoned as such prior to the 2014 zoning ordinance update, the rezoning of the property to neighborhood is interesting. However the future land use being modified to Central Neighborhood in the most recent master plan update may account for the rezoning of this property to CN.

- 10) *Where a rezoning is reasonable given the above criteria, is the map amendment or rezoning to the proposed zoning district more appropriate than another district or than amending the list of permitted or special land uses within a district?*

Yes. GC is currently the only other district that allows for a medical marijuana grow as a special use. Since this property has more of a light industrial past and the location is not off a main corridor nor is this site currently geared to auto traffic, PMD is a more appropriate choice than GC. Adding this use as a special use to CN would open up the option for medical marijuana grow facilities to locate in some of the City's more dense residential areas and is not a suitable solution.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission recommend ***approval*** of the rezoning for 75 Catherine to City Council with the following findings:

1. This rezoning is consistent with the master plan goal of “Ypsilanti is a great place to do business, especially the green and creative kind”.
2. The parcel that will be rezoned is only 1.03 acres in size and as such it will prohibit the development of this area as many of the larger industrial uses that are allowed in the Production, Manufacturing & Distribution district.
3. This property has been used as light industrial for the past 100 years and was incorrectly rezoned to Core Neighborhood during the 2014 adoption of the current zoning ordinance.
4. The rezoning to the proposed Production, Manufacturing & Distribution district is more appropriate than rezoning to another district or than amending the list of land uses within the Core Neighborhood district.

Cynthia Kochanek
Preservation Planner, Community & Economic Development Division

c.c. File

**PLANNING COMMISSION
MEETING MINUTES
August 16, 2017
CITY COUNCIL CHAMBER
7:00 P.M.**

I. CALL TO ORDER

The meeting was called to order at 7:00 p.m.

II. ROLL CALL

Present: H. Jugenitz, L. Dahl MacGregor, A. Bedogne, T. Dennis, M. Dunwoodie, P. Hollifield, C. Madigan, J. Talaga, C. Zuellig

Absent: None

Staff: Bonnie Wessler, City Planner
Cynthia Kochanek, Associate Planner

III. APPROVAL OF MINUTES

Commissioner Hollifield moved to approve the minutes of July 19, 2017 as amended to add M. Dunwoodie as present at the meeting and to edit the third sentence in section 8 to clarify who made a statement (Support: J. Talaga) and the motion carried unanimously.

IV. AUDIENCE PARTICIPATION

None

V. PRESENTATION AND PUBLIC HEARING ITEMS

1. 75 Catherine-rezoning

Ms. Kochanek stated that the applicant is requesting a rezoning for 75 Catherine, from CN-Core Neighborhood to PMD - Production, Manufacturing & Distribution. The total area of the parcel is just over an acre. In 2013, the Planning Commission approved a Site Plan and Special Use for the property to permit a medical marijuana grow facility. At that time, the zoning was M1-Light Manufacturing, which permitted a grow facility once approved as a special use. The 2014 zoning ordinance amendment changed the zoning to CN- Core Neighborhood, which does not permit a medical marijuana grow facility. Prior to the 2014 amendment, this property was continuously zoned as light industrial or light manufacturing. The property was previously used as an auto body shop, a motorcycle club and a hair product production facility. Prior to that and for the majority of the structure's existence, the property was used as commercial laundry

or linen facility. Historic maps depict this property as the Ypsilanti Laundry Co. as early as 1916, thus this property has always been used for light industrial.

Ms. Kochanek stated that the future land use for this property as listed in the master plan is "Central Neighborhood". These neighborhoods are some of the oldest in Ypsilanti. Initially oriented on the Huron River, they are built on a grid street network connected to the adjacent business districts. They border downtown, Depot Town and EMU. These neighborhoods have a range of residential building types, with churches, schools, stores and gas stations intermixed. Around the railroad, industrial uses are mixed into the neighborhood.

Ms. Kochanek then proceeded to go through the rezoning considerations and responses from staff along with the staff recommendation.

Commissioner Talaga inquired as to what staff meant by the "incorrectly" in regards to the statement that the "property was rezoned incorrectly".

Ms. Kochanek stated that perhaps that term is not the right one to use, however, the point that she was trying to make was that it was interesting that this parcel was rezoned to neighborhood with its industrial past.

Chairperson Jugenitz stated that she does not recall this specific parcel in regard to the rezoning but that perhaps the thinking was to limit a lot of small areas of zoning in the City, to decrease the hodge-podge in zoning map.

Commissioner Zuellig asked about the previous M-1, Light Manufacturing zoning classification. She also asked if that was the lightest of the industrial zoning classifications. Ms. Wessler stated that the commercial industrial was one of the lighter industrial classifications and that there were heavier classifications as well.

Commissioner Bedogne asked what is prompting this zoning change. Ms. Wessler stated that this is to make the future a little easier under the new medical marijuana facilities licensing act. She stated that in the coming year, commercial facilities such as those that are permitted in Ypsilanti will be permitted throughout the state. She stated that one of the ways that the facilities will be able to get their licensing is by having the appropriate zoning and appropriate sign offs from the local authority. Currently, the city allows less than 500 plants per grow facility; under the new state licensing act, the smallest license is 500 plants. Plus, in order for anyone to become competitive under the new licensing act, they have to at least obtain a C which may or may not involve some sort of physical expansion. Since they are currently zoned CN, the facility cannot be expanded. Commissioner Bedogne clarified that this is due to the need of this facility to expand. Ms. Wessler stated that the decision of whether or not to rezone should not be based on any future potential use.

Chairperson Jugenitz clarified that as far as the City is concerned, this facility could still continue to operate without a change to the zoning but the issue seems to be with the state level since the state licensing requirements will shift in such a way as to make an incompatible zoning problematic for the business.

Commissioner Zuellig asked for clarification on whether the grow facility could expand its number of plants without expanding the building footprint and still be valid under the previously granted special use. Ms. Wessler stated that she would need to check into the previous special use requirements.

Chairperson Jugenitz asked if there is an applicant in the audience and if they would like to speak.

Anthony La Russa, 112 Watson St, Apt 24 – Stated that the rezoning request is to align with the new state licensing requirement for the zoning. Stated that if they cannot get the appropriate zoning then they would remain a caregiver based grow facility but then they would not be part of the seed to sale tracking system, where the City has a possible tax revenue. He stated that eventually, they may expand the building, but that is secondary to the need to align to the state zoning requirement.

Commissioner Dennis asked if the planning commission does not approve the rezoning if that will negatively impact his current business.

La Russa – Confirmed that is the case; he would only be able to continue as a caregiver based facility and there would be no tax revenue for the City and that there would not be a state issued license for his facility.

Commissioner Zuellig asked for clarification on the whether this is a choice for the applicant or if it is a requirement.

Chairperson Jugenitz stated that it is her understanding that there are two options that the applicant could pursue. She stated that the applicant could continue on his current track or he could pursue the state licensed track where there is a tax revenue potential for the City.

Commissioner Dahl-MacGregor clarified that there is a fee based tracking system as part of the new law. She added that the change to the Production, Manufacturing & Distribution zoning is so that the applicant can make a production level increase and meet the requirements of the new state licensing system.

La Russa – Stated that he would probably cease operations if he was unable to get the rezoning since he would prefer to operate with the state licensing moving forward since it clears up some of the grey areas and that it does not make sense for him to continue to operate the facility at its current level.

Commissioner Dahl-MacGregor moved to open the public portion of the hearing (Support: P. Hollifield) and the motion carried unanimously. Since there was no input from the public, Commissioner Dennis moved to close the public portion of the hearing (Support: J. Talaga) and the motion carried unanimously.

Chairperson Jugenitz asked staff to give the commission a refresher on the things that the commission should take under consideration for the decision on the rezoning. Ms. Wessler stated that they should consider precisely what is listed in the staff report completed by Ms. Kochanek. Chairperson Jugenitz asked staff to list the things that should not be taken under

consideration by the commission in regard to the rezoning. Ms. Wessler stated that the future revenue and future plans for the site should not factor into the decision on this rezoning.

Commissioner Dennis stated that she does not see a problem with the rezoning especially since the property was previously zoned for light industrial.

Commissioner Zuellig stated that this rezoning does not fit into the future land use map and that this area is primarily residential and it is zoned consistently Core Neighborhood. She does not feel that it was zoned incorrectly and that this will be spot zoning. She stated that this use is not consistent with the area and that Production, Manufacturing & Distribution is no longer just a light industrial classification.

Commissioner Dahl-MacGregor stated that since this site is only an acre and it may not lend itself to other larger Production, Manufacturing & Distribution permitted uses. She would like to know more of why General Corridor was not a better option for the rezoning. Ms. Wessler stated that General Corridor is meant more for high traffic areas and that while PMD now contains the previous M-1 and M-2 zoning classifications, there is now special uses that are regulated in the PMD district if they are adjacent to a residential use. Ms. Wessler listed those uses.

Commissioner Madigan agreed with Commissioner Zuellig in that he does not feel comfortable permitting a rezoning when it does not correspond to the future land use map.

Commissioner Bedogne stated that he feels that this is spot zoning but that he is in support of the rezoning due to the history of the property.

Commissioner Zuellig asked if the applicant could still expand the number of plants within the current footprint without triggering the need for the rezoning. Ms. Wessler stated that the applicant could do that and still stay within the current special use. Ms. Wessler stated that there is some uncertainty with the new laws but that as of right now under the new laws, grow facilities must be located in an industrial or agricultural zoning district.

Chairperson Jugenitz stated that she does not feel that this is the strongest case for rezoning but that she will take into account the history of the site in her decision.

La Russa –Stated that he is near the old Ford plant, near a floodplain and the City's mulch yard so he does not see how this is spot zoning.

Chairperson Jugenitz asked for any more comments and seeing none, she requested a motion be made.

Commissioner Talaga moved that the Planning Commission recommend **approval** of the rezoning for 75 Catherine to City Council with the following findings:

1. This rezoning is consistent with the master plan goal of "Ypsilanti is a great place to do business, especially the green and creative kind".
2. The parcel that will be rezoned is only 1.03 acres in size and as such it will prohibit the development of this area as many of the larger industrial uses that are allowed in the Production, Manufacturing & Distribution district.

3. This property has been used as light industrial for the past 100 years and was incorrectly rezoned to Core Neighborhood during the 2014 adoption of the current zoning ordinance.
4. The rezoning to the proposed Production, Manufacturing & Distribution district is more appropriate than rezoning to another district or than amending the list of land uses within the Core Neighborhood district.

Commissioner Hollifield supported the motion. A roll call vote of 6:3, Commissioners Jugenitz, Madigan and Zuellig opposed. Motion carried.

VI. NEW BUSINESS

None

VII. OLD BUSINESS

None

VIII. FUTURE BUSINESS DISCUSSION/UPDATES

Ms. Kochanek stated that there are three applications for the September Planning Commission meeting including a site plan for 809-815 W. Michigan, a site plan for 708 Pearl and a special use for 311 Ballard.

IX. COMMITTEE REPORTS

None

X. ADJOURNMENT

Since there was no further business, Commissioner Dennis moved to adjourn the meeting (Support: C. Zuellig) and the motion carried unanimously. The meeting adjourned at 7:58 p.m.



REQUEST FOR LEGISLATION

October 3, 2017

To: Mayor and Council

From: Darwin D. P. McClary, City Manager

Subject: **COOPERATIVE AGREEMENT FOR PENINSULAR DAM REMOVAL STUDY**

SUMMARY & BACKGROUND: City council is being requested to approve the Cooperative Agreement for Peninsular Dam Removal Study between the City of Ypsilanti and the Huron River Watershed Council. The agreement establishes the general responsibilities of the city and HRWC in funding and completing the study and sets forth the following provisions:

- The project will generally include studying the feasibility of the strategic removal of the dam and the potential for revitalization of Peninsular Park and redevelopment of the powerhouse if the dam is removed.
- The project will cover, at a minimum, studying environmental, financial, logistical, legal, and recreational impacts of removing the dam, including such impacts on adjacent affected properties.
- HRWC will engage the services of a qualified environmental engineering firm to complete the study.
- Ypsilanti city council must approve a separate, detailed scope of work for the study prior to the commencement of the work.
- The city will contribute 50% of the cost of the project, up to a maximum of \$20,000, with HRWC being responsible for all costs in excess of \$40,000.
- Full results of the study will be submitted to the city, and a presentation on the results will be provided at a council meeting by HRWC.

If the city council approves the cooperative agreement, a detailed draft scope of work will be presented to the council as early as October 17 for review, discussion, and scheduling of a public comment session on the project. It is anticipated that the public comment session will be held during council's November 7 meeting, at which time council will receive comments from affected property owners and the general public and determine if further changes to the scope of work are necessary or if the scope of work can be approved as presented. Work will commence on the study once the scope of work has been approved by council.

Winter weather could hinder the ability of the contractor to complete the work, and, depending on the timing of the approval of the scope of work, the work of the study may extend into the spring of 2018.

PRIOR COUNCIL ACTION: 4/18/2017 - Resolution No. 2017-088, authorizing city administration to work with the Huron River Watershed Council to prepare the necessary bid specifications, bid advertisement, and cost sharing agreement.

Offered By: Council Member Murdock; Seconded By: Council Member Richardson

Approved: Yes – 5; No – 0; Absent – 2 (Edmonds, Vogt)

FINANCIAL IMPACT: If approved, the cost to the city for the dam removal study would not exceed \$20,000. Funds were previously set aside by council in the General Fund reserves for the Peninsular Dam and will be used for this project.

RECOMMENDED ACTION: To approve the Cooperative Agreement for the Peninsular Dam Removal Study and authorize the City Manager to execute the agreement on behalf of the city after approval of the agreement by the City Attorney as to form.

ATTACHMENTS: Proposed Cooperative Agreement for Peninsular Dam Removal Study

CITY MANAGER APPROVAL: DDPM **COUNCIL AGENDA DATE:** 10/03/2017

CITY MANAGER COMMENTS: Recommends approval of agreement as presented.

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2017 - 227
October 3, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti owns the Peninsular Dam crossing the Huron River and adjacent to Peninsular Park; and

WHEREAS, the Michigan Department of Environmental Quality (MDEQ) has informed the city that a plan for necessary repairs to the dam must be submitted in the near future and that repairs must be completed within a certain amount of time if the city opts to restore the dam; and

WHEREAS, a Dam Condition Assessment Report for the Peninsular Dam was completed in September 2014 by the city's engineers, OHM Advisors, identifying the deficiencies of the dam and estimating the costs to make necessary repairs to the dam at \$659,000; and

WHEREAS, the Ypsilanti city council desires to partner with the Huron River Watershed Council (HRWC) to study the feasibility and cost effectiveness of removing the Peninsular Dam, together with the associated environmental, financial, logistical, legal, and recreational impacts of removal, including such impacts on affected adjacent properties; and

WHEREAS, the city council intends to use the results of the dam removal study and the results of the 2014 dam condition assessment report to assist the council in making an informed determination as to whether restoration of the dam or its removal is most beneficial to the community;

NOW THEREFORE BE IT RESOLVED BY THE CITY OF YPSILANTI that the Ypsilanti city council does hereby approve the Cooperative Agreement for Peninsular Dam Removal Study between the City of Ypsilanti and the Huron River Watershed Council as presented at a cost to the city not to exceed \$20,000.00 and to authorize the City Manager to execute the agreement on behalf of the city after approval of the agreement by the City Attorney as to form; and

BE IT FURTHER RESOLVED that the city council hereby directs administration to cause to have a detailed scope of work for the study prepared and presented to the city council for review, public input, and approval, with work on the study to commence only after the scope of work is approved by the council.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:

COOPERATIVE AGREEMENT FOR PENINSULAR DAM STUDY

This agreement is made by and between the City of Ypsilanti, a Michigan home rule city of One S. Huron Street, Ypsilanti, MI 48197 ("City") and the Huron River Watershed Council, a Michigan public non-profit organization of 1100 N. Main Street, Suite 210, Ann Arbor, MI 48104 ("HRWC") on the date signed by both parties ("Effective Date")

RECITALS:

- A. The City owns a parcel of land located at the northwest corner of the Huron River and Leforge Road in the City of Ypsilanti, County of Washtenaw, State of Michigan, having a parcel identification number of 11-11-05-100-013 ("Peninsular Park").
- B. The City also owns the Peninsular Dam, which is adjacent to Peninsular Park and crosses the Huron River.
- C. A structure, a former powerhouse for the dam, is located on Peninsular Park.
- D. The City and HRWC are interested to study the feasibility of the strategic removal of the Peninsular Dam, revitalization of Peninsular Park, and redevelopment of the powerhouse.
- E. The parties anticipate that such a feasibility study would explore the environmental and financial impacts of removal of the dam, the logistical and practical implications relating to such removal and the legal effects such removal would have on the property owners adjacent to relevant portions of the Huron River, providing increased and improved recreational amenities for Peninsular Park, and sources of public or private grants or other funding available for such work.
- F. HRWC has identified a qualified environmental engineering firm ("Contractor") to complete such a feasibility study, and anticipates the cost of such a study to be Sixty-Eight Thousand (\$68,000.00) and 00/100 Dollars.

NOW, THEREFORE, in consideration of the foregoing and the agreements of the parties hereto, the City and HRWC mutually agree as follows:

1. The HRWC shall commission a feasibility study as described herein, with the complete scope of work for said study to be approved by the Ypsilanti city council prior to commencement of the work.

2. The City shall reimburse the HRWC for half of the cost of the first Forty Thousand (\$40,000.00) and 00/100 Dollars of the study upon completion of the approved scope of work and submission of three (3) original hard copies and one (1) electronic copy in PDF file format of the study report to the Ypsilanti city clerk, wherein the City would provide no more than Twenty Thousand (\$20,000.00) and 00/100 for the cost of the study.

3. The HRWC shall be responsible for the remaining cost of the study.

4. The full results of the study, and all supporting documentation, shall be shared with the City and a presentation on such results shall be made by HRWC to the City Council for the City of Ypsilanti.

5. The parties shall use the results of the study to guide future discussions and decisions with regard to Peninsular Park and the Peninsular Dam.

6. The City shall be either a party to or third-party beneficiary of the contract between the HRWC and the Contractor. Particularly, the parties agree that the Contractor shall enter into an agreement substantially similar to the attached contract addendum form ("Exhibit A") with the City before work begins on the feasibility study discussed herein.

7. This agreement is to be performed in Washtenaw County, Michigan, and all legal venue shall exclusively lie therein.

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

9. This agreement, and its attachments, is the sole contract agreement between the parties. Any changes, additions, or deletions shall not be effective or actionable unless they are in writing and signed by the parties.

IN WITNESS WHEREOF, the undersigned have set their hands this _____ day of _____, 20_____.

HURON RIVER WATERSHED COUNCIL

CITY OF YPSILANTI

BY: _____
Laura Rubin
Executive Director

BY: _____
Darwin D. P. McClary
City Manager

APPROVED AS TO FORM:

JOHN M. BARR P-10475
Ypsilanti City Attorney



**Barr,
Anhut &
Associates, P.C.**
ATTORNEYS AT LAW

105 Pearl Street
Ypsilanti, MI 48197
(734) 481-1234
Fax (734) 483-3871
www.barrlawfirm.com
email: dduchene@barrlawfirm.com

John M. Barr
Karl A. Barr
Daniel J. DuChene

Jesse O'Jack ~ Of Counsel
William F. Anhut ~ Of Counsel - Retired
Jennifer A. Healy ~ Legal Assistant

MEMORANDUM

TO: Mayor Edmonds and Members of City Council
FROM: Dan DuChene, Assistant Ypsilanti City Attorney
DATE: September 29, 2017
SUBJECT: Community Benefits Ordinance

I have been asked to put forth some information regarding a proposed community benefits ordinance ("CBO") for the City of Ypsilanti. In preparation for such information, and upon suggestion, I have reviewed the initiated ordinance commonly called Proposal A that failed to pass when put before the voters of the City of Detroit last fall and information provided by the Sugar Law Center, which was a driving organization behind Proposal A as well as other movements for such local legislation across the state.

Briefly, a community benefits agreement ("CBA") is a contract reached between a community and a developer which requires certain amenities and mitigations to the community in exchange for support for some form of public benefit to the developer. A CBO provides for a triggering event to begin discussions on a CBA and the required procedure for the development of such. According to information provided by the Sugar Law Center, there are three "bedrock principles" of a CBA. Those are that (1) the community is represented in the negotiating process, (2) the agreement reached is binding upon the developer, and (3) agreement is enforceable by the community.

The language contained in Proposal A provided for the triggering mechanism of "public support for investment." There were two instances that would qualify the first is the sale of city-owned property valued at \$300,000 or more when there is no open bidding or the price is below the market value. The second is if there is some form of public subsidies to the developer, such as a tax abatement or grant, valuing \$300,000 or more. Neighborhood enterprise zones were specifically excluded. The language then splits proposed development projects into three classifications: a "Tier 1" project is that with an investment of \$15 million or more, a "Tier 2" project is that with an investment between \$3 million and \$15 million, and a "High Impact Development" is one that "is reasonably expected to produce disproportionately high and adverse human health or environmental

cc: City Manager

impacts. Finally, the language defines a "host community" as the community within the adjacent census tract that is impacted by the project.

In application, if a Tier 1 development intends to seek public support, it is required to notify the City's planning and development department. The department is then required to notify the clerk, who shall notify the host community of an organizational meeting, which is to be called by the councilmember for that district. The purpose of the organizational meeting is to form the representative organization of the host community. This organization and the developer are then to negotiate a CBA. If such an agreement is not included with the request for public support, City Council shall not approve the public support. If the project is a Tier 2 development and requests public support, the developer may or may not engage the host community. In either instance, a community benefits package is required for the development agreement. In sum, a public hearing with notice to the host community is required for high impact developments requesting public support. Finally, the language provides for a non-exhaustive list of examples of community benefits.

I have attached Proposal A to this memo and a presentation put together by the Sugar Law Center for information. I have been asked to provide a model structure for City Council to consider if it were to choose to proceed with adopting a CBO. Please note, I have not had the opportunity to discuss this matter with staff and this information is being presented as a discussion item. There is no staff recommendation as to the adoption of a CBO at this time.

There are practical and legal issues with implementing the language of Proposal A within the City of Ypsilanti. Practically, Ypsilanti is a smaller community in terms of geographical area, population, and the scope of development projects. Legally, the City of Ypsilanti and the City of Detroit operate under different charters. These issues should be guided by the policy established by City Council, with information from staff, namely this office and the Planning and Development Department. Particularly, staff input based on the policy direction of City Council will be invaluable in crafting a well-drafted ordinance for consideration, if it is the desire of City Council to proceed.

First, the provisions of defining "public support for investment" would likely fit well with an ordinance adopted by the City of Ypsilanti, perhaps with different amounts. I do not see a necessity to divide development projects into categories, but would rather suggest that a base-line definition of a development project be determined and tied to the base-line definition of public support for a clearly defined triggering event. Second, due to both practical and legal issues, I would advise that City Council select a board or commission to



engage the community with the developer to make recommendations to City Council for a CBA to approve and execute with the developer.

With regard to the appointment of this board, clear membership requirements should be adopted to reflect the makeup of the community and those impacted by the development. As opposed to appointing a standing board or commission, it might benefit the process to appoint ad-hoc boards on a per-development basis. There should be meetings that are properly noticed, open to the public, and that allow for public input at every stage of the process. As an example, there might be a noticed public hearing for the selection of the commission by City Council. Between input from the public and discussions between the developer and the commission, the terms should be reviewed by counsel for form and then proposed to City Council for consideration before the approval of any public support.

Finally, a policy determination should be made as to the specifics desired in the ordinance with reference to both the make-up of the board or commission as well as terms of a CBA. The double-edge sword here is the competing interests between ensuring the base elements are met but also allowing flexibility to provide for the unique developments that might present themselves and the creativity needed to handle such. For example, unique provisions regarding the type of benefit to the community or the mechanism to enforce such may come from a lack of specificity in the ordinance. However, the process may be ineffective if there are not minimum requirements.

Leveraging Local Power: Fighting for Community Benefits



RASHIDA TLAB
FELLOW, LEADERS IN GOVERNMENT

SUGAR LAW CENTER FOR ECONOMIC & SOCIAL JUSTICE
CASS COMMONS, 4605 CASS AVE, DETROIT, MI 48201
WWW.SUGARLAW.ORG @SUGARLAWJUSTICE



CBAs: A National Movement



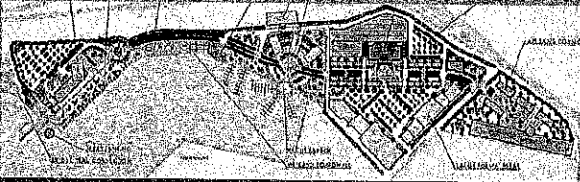
Community Engagement Works

Windsor residents have a say in new International bridge parkway



The One Hill Neighborhood Coalition is working closely with the Pittsburgh Penguins to ensure that both the team and its neighbors benefit from the arena.

The Revue Oakland Coalition negotiated jobs and other public improvements to guarantee that the community benefits from redevelopment.



Examples of CBAs in other cities

Pittsburgh Penguins Hockey Arena

- ▶ \$1 million for a Hill District grocery store
- ▶ Creation of a First Source Employment Center
- ▶ The creation of a master planning committee
- ▶ The city, county and URA agreed to build a community center
- ▶ The Penguins agreed to pay \$500,000 a year for six to 12 years for a Neighborhood Partnership Program

Twitter in San Francisco

- ▶ Tax exemption worth about \$70M
- ▶ Required Twitter to purchase \$500,000/per year worth of goods & services from small businesses
- ▶ \$3 million each year for a neighborhood learning center
- ▶ \$3 million per year to local nonprofits
- ▶ 4,000 volunteer hours by Twitter employees
- ▶ \$50,000 (min.) a year donation of IT equipment to local schools
- ▶ \$60,000 per year in free advertisements for community nonprofit organizations on Twitter

Examples of CBAs in other cities

Kingsbridge National Ice Center

- ▶ \$8 million for community space
- ▶ \$1 million per year for in-kind access
- ▶ 1% of revenue, up to \$25 million
- ▶ 25% must be local residents who were formerly incarcerated or are currently unemployed or underemployed
- ▶ Must attain a LEED certification, incentivize public transportation use, ensure healthy indoor air quality, reserve green space accounting for 20 % of the whole project site
- ▶ \$10,000 per year to train local residents in skills required for work with alternative energy generation systems
- ▶ Technical assistance & mentoring to small businesses

Columbia University New Campus In West Harlem

- ▶ 17 acres, \$6.3 billion project
- ▶ \$76 million over 16 years placed in a Benefits Fund
- ▶ \$20 million for affordable housing efforts
- ▶ \$4 million in legal assistance benefits
- ▶ Creation of a Demonstration Community Public School (via their Teaching Program)
- ▶ \$750,000 for job readiness & training
- ▶ "Good faith" effort for local hiring

CBAs: Bedrock Principles

- ✓ COMMUNITY REPRESENTATION IN THE NEGOTIATING PROCESS
- ✓ RESULTING IN A BINDING AGREEMENT
- ✓ THAT IS ENFORCEABLE BY THE COMMUNITY

CBAs: Not just about jobs

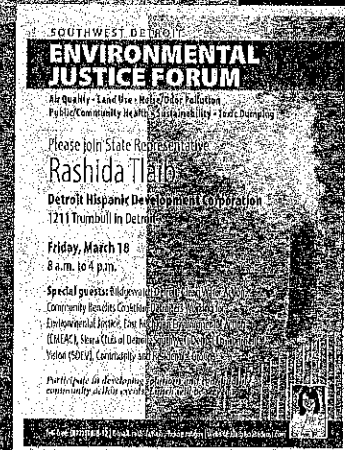
- Truck Routing & Air Quality
- Displacement, Property Buyouts & Relocation
- Access to Affordable Housing
- Public Transportation
- Community Spaces
- Support of Small Businesses
- Support of local schools
- Etc.



Examples of asks that create opportunities

Going beyond policy changes—
bills, ordinances:

- Power of letterhead
- Power to convene
- Leading press conferences
- Place in the speakers group
- Media presence supporting CBA
- Avoid FOIAs & red tape by asking city council members
- Use their lists (newsletters, etc.)
- Neighborhood tours (show them the issues!)



Organizing Strategies

- ▶ Educate and build allies
- ▶ Find leverage points
- ▶ Use the beyond policy asks to build credibility for your movement
- ▶ Adopt multiple strategies at the same time
- ▶ Include outside and inside agitation
- ▶ Organizing the press
- ▶ Visualize the problem as much as you can.
- ▶ Civil disobedience is an option!



Elevating your neighbors' voices not in the room

Find the message that works & stick to it

- Status quo not working (and show them)
- If we have to pay, we should have a say
- Mayors and elected officials come and go, but neighborhoods don't
- You had your chance, now it's the community's turn to have the seat at the table to help ensure real equity

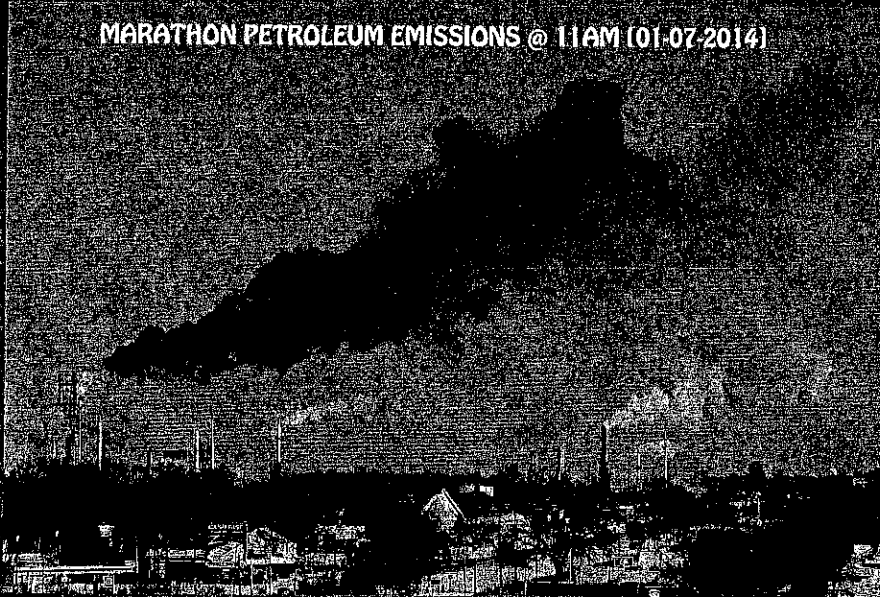
Visualize the problem!

- 39.1% of children live below poverty levels versus 19.9% statewide
- 30% of residents below the poverty level
- 78.3% of residents below poverty are renting Source: <http://www.huffpost.com/entry/2014/04/15/michigan-rental-housing>

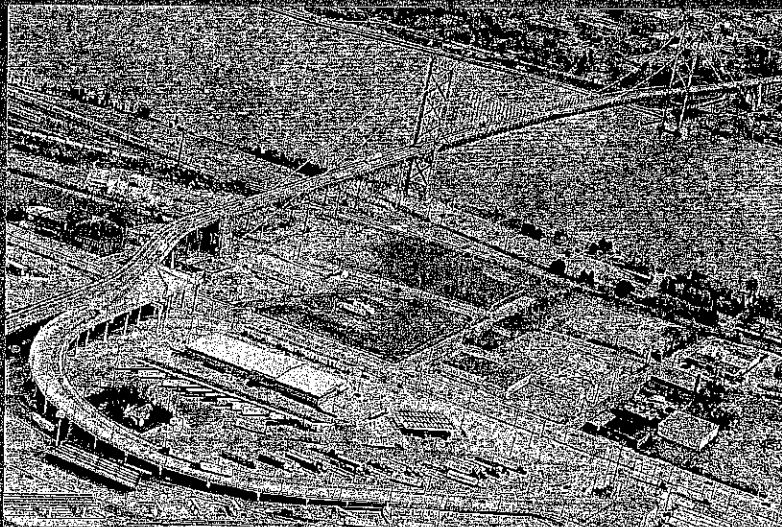


The neighborhood post-refinery expansion, no-CBA

MARATHON PETROLEUM EMISSIONS @ 11AM (01-07-2014)



At the foot of the Ambassador Bridge, Detroit



INITIATION OF ORDINANCE

AN ORDINANCE to amend Chapter 14 of the 1984 Detroit City Code, *Community Development*, by adding Article XII, titled *Community Benefits*, which consists of Sections 14-12-1 through 14-12-7, to provide for the purpose and applicability of this article; to provide for definitions of terms used in this article; to require provision of Community Benefits and executed Community Benefits Agreements for certain development projects seeking public support for investments above certain threshold levels; to provide for exemptions for applicability of the article, and to provide for penalties and enforcement of the article.

IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT THAT:

Section 1. Chapter 14 of the 1984 Detroit City Code, *Community Development*, is amended by adding Article XII, *Community Benefits*, which consists of Sections 14-12-1 through 14-12-7, to read as follows:

CHAPTER 14. COMMUNITY DEVELOPMENT

ARTICLE XII. Community Benefits

Sec. 14-12-1. Purpose; Title

(a) It shall be the policy of the City of Detroit to require, wherever feasible, proportional community benefits as a condition of significant public support for development in the form of subsidies, tax abatements, below-market priced land, or other enhanced public resources.

(b) This article shall be known as the "Detroit Community Benefits Ordinance."

Sec. 14-12-2. Definitions

(a) "Community Benefits" means the amenities, benefits, commitments, or promises described in Section 14-12-3(a)(1)b. and in Section 14-12-4.

(b) "*Community Benefits Agreement*" means the legally enforceable contract negotiated and agreed to as set forth in Section 14-12-3(a)(1).

(c) "*Contractor*" means any person, firm, partnership, limited liability company, corporation, joint venture, proprietorship, or other entity that enters into a contract for performance of construction work on the development project within the Host Community, including subcontractors of any tier.

(d) "*Detroit Business*" shall mean any of the following businesses, as defined in Section 18-5-1 of this code:

- (1) Detroit-based business
- (2) Detroit-headquartered business
- (3) Detroit-resident owned business

(e) "*Development Agreement*" means, for the purposes of this Article, the agreement or agreements between the City and the developer pursuant to which the City provides or commits Public Support for Investment for a Tier 1 Development Project, Tier 2 Development Project, or High Impact Development Project, regardless of the label or title affixed to such agreement.

(f) "*High Impact Development Project*" means any development project that, because of the nature of the development and/or the Host Community, is reasonably expected to produce disproportionately high and adverse human health or environmental impacts, including social,

esthetic, economic, physical, chemical, or biological impacts, in the Host Community. Determination of whether a project is a High Impact Development Project shall be made by City Council as set forth in Section 14-12-3(a)(3).

(g) "*Host Community*" means the community within the census tract(s) where the development project is physically located and may also include communities within adjacent census tracts that may be adversely affected by the activities of the development project, as determined by the agreement among members of the Host Community representative organization to a Community Benefits Agreement, but shall in no case be smaller than the census tract where the development project is physically located.

(h) "*Public Support For Investment*" means either or both of:

- (1) direct or indirect transfer to the developer of city-owned land parcels that have a cumulative market value of Three Hundred Thousand Dollars (\$300,000) or more (as determined by the City Assessor or independent appraisal), without open bidding or priced below market rates (where allowed by law); or
- (2) Provision or approval by the City of other forms of public subsidies to the developer, including but not limited to tax abatements or grants, that are cumulatively valued at Three Hundred Thousand Dollars (\$300,000) or more, but not including Neighborhood Enterprise Zones.

(i) "*Tier 1 Development Project*" means a development project in the City of Detroit that is expected to incur the investment of Fifteen Million Dollars (\$15,000,000) or more during the construction of facilities or plant, or to begin or expand operations or renovate structures.

(j) "*Tier 2 Development Project*" means a development project in the City of Detroit that is expected to incur the investment of more than Three Million Dollars (\$3,000,000), but less than Fifteen Million Dollars (\$15,000,000), during the construction of facilities or plant, or to begin or expand operations or renovate structures.

Sec. 14-12-3. Providing Community Benefits; Community Benefits Agreements; when required.

(a) Upon submission of a site plan for a Tier 1 Development Project to the Planning and Development Department or its successor, if the developer intends to seek Public Support for Investment in the project it shall notify the department, and the department shall then forthwith request that a written notice be generated by the City Clerk's office, informing the Host Community of the proposed project and of a scheduled organizational meeting. The first organizational meeting for purposes of forming the Host Community representative organization to negotiate and execute a Community Benefits Agreement shall be called by the City Council Member or Members in whose district(s) the project is located. The Council Member(s) shall schedule and call the first organizational meeting of the Host Community for purposes of forming the Host Community representative organization within twenty-one (21) days of the date of notice informing the Host Community of the proposed project. Other than hosting the meeting, Council members and other City officials shall have no direct involvement in the processes of forming the Host Community representative or negotiating the Community Benefits Agreement. The following

standards and requirements shall apply to providing Community Benefits as a condition of receiving Public Support for Investment:

(1) Tier 1 Development Project.

- a. For any proposed Tier 1 Development Project that requests or proposes the receipt of Public Support For Investment, the developer shall engage Host Community residents for purposes of entering into a legally enforceable Community Benefits Agreement between the developer and representative residents, businesses and nonprofit organizations, collectively comprising the Host Community representative party to the Community Benefits Agreement.
- b. The Community Benefits Agreement shall provide for Community Benefits as negotiated by the parties, and shall specifically address each of the following:
 - (1) targeted benefits
 - (2) low- and moderate-income housing,
 - (3) quality of life or environmental mitigations,
 - (4) neighborhood, infrastructure and amenities, and
 - (5) community representation for the benefit of the Host Community in the development and post-development processes.

Although the Community Benefits Agreement shall specifically address each of the above issues, that does not mean that the parties are required to reach an agreement providing any particular benefit, only that each of the above subjects must be recognized in the written agreement using language agreed upon by the parties.

- c. Unless good cause is shown by a developer that it should receive an exemption as provided in Section 14-12-5, the developer shall include a copy of the executed Community Benefits Agreement with the request for City Council approval for the Public Support For Investment. Violation without good cause shown by a developer shall result in denial of approval for any such Public Support for Investment.
- (2) Tier 2 Development Project.** For any proposed Tier 2 Development Project that requests or proposes the receipt of Public Support For Investment, the developer may but is not required to engage the Host Community residents to execute a Community Benefits Agreement describing the Community Benefits to be provided by the developer in the manner described by Section 14-12-3(1). If no Community Benefits Agreement is executed, however, the developer shall adopt and implement a Community Benefits Package, the terms of which shall be included in the Development Agreement.
- (3) High Impact Development Project.** For any proposed High Impact Development Project that requests or proposes the receipt of Public Support For Investment, Detroit City Council may determine that the requirements of Section 14-12-3(a)(1) shall apply. Determination of whether a project is a High Impact Development Project shall be made by finding of City Council expressed in a resolution, after a

public hearing requested by a resident of the Host Community and duly noticed and conducted for the purpose of ascertaining whether the projects meets the definition of a High Impact Development Project. City Council may call on the assistance of the City Planning Commission, the Planning Department, and other resources to assist in its determination. The developer and residents of the Host Community shall be entitled to speak at the public hearing.

Sec. 14-12-4. Community Benefits

(a) The following is a non-exclusive list of examples of Community Benefits that may be considered on a voluntary basis for inclusion in a Community Benefits Agreement, or in a Development Agreement:

(1) Educational Programs, such as:

- a. Education in the City's high schools, community colleges and other educational programs.
- b. One or more adult education programs operated by one or more qualified administration or an administrative collaboration comprised of organizations that benefit residents of the Host Community, including but not limited to agencies such as the Partnership for Diversity and Opportunity in Transportation.
- c. Actively supporting educational activities that provide employment opportunities for residents of the Host Community, including but not limited to programs through federal funds received annually and allocated by agencies such as the State's Michigan Works! Partner, Detroit Employment Solutions Corporation, or another appropriate agency or entity.
- d. Providing annual Contractor readiness training for Detroit Businesses, through the United States Department of Transportation Bonding Education Program or other relevant training opportunities.
- e. Hosting annual Contractor information and networking sessions about upcoming contracting opportunities with the Michigan Department of Transportation in the City of Detroit.
- f. Providing program materials, training and support for Detroit Public Schools/CTE (DPS) or other educational institutions in the Host Community.
- g. Providing employment and career mentoring opportunities for youths who reside in the Host Community, including but not limited to the Michigan Department of Transportation's Youth Development and Mentoring Program.

(2) Land Use Programs:

- a. Actively promoting City real estate and investment opportunities in the Host Community through agencies such as the Michigan Prospectus or another appropriate real estate investment agency or entity.

- b. Providing additional recreational activities, parks, educational services, environmental amenities, housing capacity or other benefits in the Host Community.
- c. Providing funds for demolition of abandoned homes or other structures in the Host Community.

(3) Small Business Inclusion and Participation:

- a. Targeted outreach within the Host Community for Detroit-based small businesses, minority-owned business enterprises, women-owned business enterprises and relevant business organizations and chambers.
- b. Inclusion of Host Community Detroit-based small businesses, minority-owned business enterprises, women-owned business enterprises and relevant business organizations in pre-bid meetings and conferences with advance notice.
- c. Hosting annual procurement, contracting and hiring forums with information and networking sessions about upcoming procurement, contracting and hiring opportunities with the procurement department and Detroit Economic Growth Corporation in the City of Detroit.
- d. Meet with Host Community Detroit-based small businesses, minority-owned business enterprises, women-owned business enterprises and relevant business organizations to train, develop and prepare for potential contractual opportunities.
- e. Unbundling of construction work into bid sizes that will allow Detroit-based small businesses level competition, without restricting the project timelines. Assistance with access to bonding, lending, insurance, access to capital, procurement and other types of capacity-related assistance where necessary and available.

(4) Provisions that require periodic reporting, the frequency to be determined by the parties, of activities and ongoing monitoring of compliance by the parties throughout the course of the project.

- a. Provisions that require the parties to periodically meet and confer, the frequency to be determined by the parties, and disclose the parties' activities and the status of compliance to the Host Community residents, and that require periodic public meetings with the opportunity for input and comments by Host Community stakeholders.
- b. A community needs assessment regarding the Host Community at the developer's expense.
- c. An environmental and/or public health assessment of the impacts of the proposed development at the developer's expense.

- d. Specified remedies for violation of the Community Benefits Agreement, which unless otherwise agreed to by the parties, may include, without limitation specific performance, liquidated damages, claw backs, or revocation or withdrawal of tax abatement and public subsidies, either directly by the City of Detroit, or by application to the Michigan Tax Tribunal or Michigan Tax Commission, as provided by law.

Sec. 14-12-5. Exemptions

- (a) The developer may request from the City Council a resolution exempting it from the requirement of entering a Community Benefits Agreement by demonstrating that:
 - (1) Identifying a Host Community representative organization to negotiate with on behalf of the Host Community is infeasible or impractical; or
 - (2) Good faith negotiations have occurred for a reasonable time period, but negotiations have reached an intractable impasse; or
 - (3) Other exigencies make entering a Community Benefits Agreement infeasible in the particular instance.
- (b) To request an exemption, the developer shall
 - (1) Provide to the City Council in writing the basis of its request,
 - (2) State with particularity the efforts made by the developer to engage the Host Community and the efforts to reach accord on a Community Benefits Agreement, and
 - (3) Document how it will otherwise seek to implement the purpose of this Article to provide Community Benefits.

Sec. 14-12-6. City as Third-Party Beneficiary; Development Agreement.

- (a) A Community Benefits Agreement under this Section shall include a provision that the City is an intended Third Party Beneficiary and as such the City may, in its discretion, enforce the Community Benefits Agreement. Any Development Agreement shall not preclude, prevent, or otherwise limit the Host Community representative party or its successors from having standing to enforce a Community Benefits Agreement. This subsection shall not be interpreted to change, alter, or diminish the legal and equitable duties, rights, and remedies of the parties to the Community Benefits Agreement.

Sec. 14-12-7. Penalties for Noncompliance; Enforcement;

- (a) The provisions of this Article are prescriptive in nature, and are set forth as required conditions to request, provision, and receipt of Public Support For Investment for Tier 1 Development Projects, Tier 2 Development Projects, and High Impact Development Projects. Material failure to comply with the provisions of this Article may result in denial, suspension, terminate, and revocation, or withdrawal of Public Support For Investment, but shall not be subject to the penalties set forth in Sec 1-1-9 of this code. Except, when obtained through substantial and material misrepresentation or fraud, the resolution of City Council approving the Public Support For Investment shall be evidence of compliance with the provisions of this

Article, and thereafter remedies shall be limited to enforcement of the Community Benefits Agreement and/or Development Agreement.

Section 2. This ordinance is hereby declared necessary to preserve the public peace, health, safety, and welfare of the People of the City of Detroit.

Section 3. All ordinances or parts of ordinances that conflict with this ordinance are repealed.

Section 4. This ordinance shall have immediate effect after approval by a majority of the voters voting on the question.



**Barr,
Anhut &
Associates, P.C.**
ATTORNEYS AT LAW

105 Pearl Street
Ypsilanti, MI 48197
(734) 481-1234
Fax (734) 483-3871
www.barrlawfirm.com
e-mail: jbarr@barrlawfirm.com

John M. Barr
Karl A. Barr
Daniel J. DuChene

Jesse O'Jack ~ Of Counsel
William F. Anhut ~ Of Counsel – Retired
Jennifer A. Healy ~ Legal Assistant

MEMORANDUM

To: Hon. Mayor and City Council, City Manager
From: John M. Barr, Ypsilanti City Attorney
Date: October 2nd, 2017
Re: China trip investigation

I discussed the China trip investigation with Mr. Tim Fifer, the investigator hired by this office, and he indicated that he was able to talk to the Wayne State representatives and the information was the same as reported by Tom Perkins in the Metro Times, that the student organization did not have money in their bank accounts to pay for the trip.

He has not been able to reach a student member of the student group.

Mr. Fifer reached out to the Chinese Counsel in Chicago and had not heard back from them. In addition, the investigator just had gall stone surgery!

Based on the seriousness of the matter, the public interest and the difficulty experienced so far, I recommend that City Council under take the investigation. City Council has subpoena power and should have more authority in the investigation.

I further recommend that City Council authorize the City Manager, with the help of this office to circulate a request for proposal to area law firms to conduct the actual investigation.

A draft resolution for the investigation and proposal process is attached.



RESOLUTION NO. 2017- 229
October 3, 2017

RESOLUTION TO INVESTIGATE CHINA TRIP
AND AUTHORIZE THE CITY MANAGER AND CITY ATTORNEY TO
CIRCULATE A REQUEST FOR PROPOSAL AND HIRE AN INDEPENDENT LAW FIRM
TO UNDERTAKE THE INVESTIGATION

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that:

Whereas the City has been in negotiation for the sale of Water Street land the development of the land, commonly referred to as International Village with developer Amy Foster, and

Whereas Amy Foster at a public meeting volunteered to host City Council members and City staff to a trip to China to gain information on the matter, and

Whereas the Ypsilanti City Attorney provided an opinion that it would be unethical for City Council or staff to accept such a trip from the developer, and

Whereas, the Mayor, Mayor Pro-Tem, Economic Development Director and Police Chief recently went to China on a paid trip, and

Whereas, the source of the funding of the trip and other questions have been raised, and

Whereas, the questions are pertinent and of vital importance, and

Whereas, Ypsilanti City Council, by City Charter, Section 207 has the power to conduct investigations and subpoena and require the production of evidence, and

Whereas, Ypsilanti City Council desires that the circumstances surrounding the China trip be transparent and subject to scrutiny,

Now, Therefore, the Ypsilanti City Council authorizes and directs the Ypsilanti City Manager, with the help and aid of the Ypsilanti City Attorney, publicize a request for proposal for investigation among Michigan law firms, and select and hire an appropriate law firm to conduct a full and complete investigation of the China trip and to report to City Council with all convenient speed.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



Memorandum

To: Honorable Mayor Edmonds and City Council

From: Darwin D. P. McClary, City Manager

cc:

Date: October 3, 2017

Re: COUNCIL MEETING – COMMUNICATIONS FROM THE CITY MANAGER

ICMA ANNUAL CONFERENCE

I will be in San Antonio from October 20 through October 27 for the ICMA annual conference. I will be available by cell phone if needed. Monthly meetings with individual council members during that week will need to be cancelled or can be rescheduled at the council member's request.

INTERNATIONAL VILLAGE DEVELOPMENT CHINA TRIP

As council is aware, information came to light from a Detroit reporter that the International Village China trip may have been funded by the developers. The reporter sources an unnamed student representative from the Wayne State University Chinese Students and Scholars Association (CSSA) as saying that CSSA received its funding for the trip from International Village. The city takes these allegations very seriously. I requested that the City Attorney perform a legal and ethical review when the developer first offered the trip, as I was concerned about the offer, and I subsequently provided direction to city staff based on the City Attorney's opinion. After this recent information came to light, I requested that the City Attorney's office investigate the claim, and, after initial investigation, the City Attorney is recommending that the city council conduct a formal investigation under its charter investigative powers. I strongly support the City Attorney's recommendation and ask that the city council proceed.

RAIL PLATFORM PROJECT

I have had two meetings this month regarding the rail platform project in Depot Town. The first meeting was with AAATA CEO Matt Carpenter. The meeting was very positive, and Matt offered the authority's assistance in coordinating the project even though AAATA cannot commit any funds toward the project at this time.

The second meeting was with State Rep. Peterson, county commissioners Jefferson and Smith, Vicky Reume of EMU, and Amtrak and MDOT officials. Amtrak completed an analysis a couple years ago that showed a need for a passenger train stop in Ypsilanti. There is potential for up to 6 stops per day (3 eastbound and 3 westbound) if a rail platform is constructed. It is also possible that Ypsilanti could receive dedicated Amtrak bus service to the Toledo station for travel to the east coast and beyond. MDOT explained the major action steps in completing the rail platform project, including:

- Alternatives analysis
- Environmental review and clearance, especially if using federal funding
- Facilities design
- Construction

Amtrak pointed out that the city and others also need to consider MDOT's potential plans for double tracks through the area when designing the project and the need to identify the local project owner/manager for project construction and facilities operation, maintenance, and management.

I will be working with AAATA's Matt Carpenter to prepare a presentation to council to discuss these items and a more detailed project action outline as well as to get council approval to move forward with project efforts.

MML MEDICAL MARIHUANA WORKSHOP

Councilor Bashert and I attended the MML medical marihuana workshop in Novi on September 26. The information presented was a recap of the presentations the city council has already received from our staff, but it was interesting to listen to the questions (and frustrations) of municipal officials from other cities and villages.

FINANCIAL SOFTWARE

I am working with Fiscal Services Director Uy to review the adequacy of the city's current financial software, Incode, and to determine if a change is needed. The current system has considerable limitations, is not user friendly, and does not integrate with other city information system components, such as assessing, tax billing, and building permitting and code enforcement reporting. It also does not have a purchase order system that would provide proper budget management.

IT SERVICES REVIEW

I will be requesting council authorization this fall to contract with an IT services firm to complete a comprehensive audit of the city's information technology systems and to determine what computer hardware and software will be necessary, together with cost estimates, to migrate away from the Washtenaw county services by June 30, 2018. The county has informed us that it is not interested in continuing services to the city beyond that date.

E-MAIL SYSTEM FOR BOARDS AND COMMISSIONS

I am working to set up a domain and city E-mail addresses for all board and commission members so that they are not using their personal E-mail accounts for official communications. The county does not have the capacity to provide additional E-mail addresses, and we do not prefer to use the county's system due to its limitations. I will inform council and all boards and commissions as soon as the system is set up.



Resolution No. 2017-228
October 3, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the City Council meeting be adjourned, on call, by the Mayor or two (2) members of Council.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

**CONTRACT DOCUMENTS
FOR
2017 RAMP PROGRAM**

**CITY OF YPSILANTI
YPSILANTI, MI 48197**

OHM Advisors
34000 Plymouth Road
Livonia, Michigan 48150

0094-17-0021
September 11, 2017

2017 Ramp Program
City of Ypsilanti
0094-17-0021
TABLE OF CONTENTS

Page No.

Bidding Requirements

Advertisement for Bid	AB-1
Instructions to Bidders.....	IB-1-3
Supplemental Instructions to Bidders.....	SIB-1-4
Insurance Specifications.....	IS-1-4
Bid Form.....	BF-1-6
Bid Guarantee.....	BG-1
Bid Bond.....	BB-1-3
Statement of Qualifications	SQ-1-3
Iran Linked Business Certification.....	IL-1-2
Subcontractor Listing	SL-1-2

Contract Forms

Agreement (Contract)	AG-1-6
Performance Bond.....	PFB-1-4
Payment Bond	PYB-1-3
Maintenance and Guarantee Bond.....	MG-1-2
Contractor's Affidavit	CA-1
Contractor's Declaration	CD-1
Sworn Statement.....	SW-1-2

Conditions of the Contract

General Conditions.....	GC-1-20
-------------------------	---------

General Specifications

General Specifications.....	GS-1-6
-----------------------------	--------

Technical Specifications

Earthwork	EA-1-9
Restoration.....	R-1-8
Method of Payment	MP-1-9
Supplemental Specifications	SS-1-10

Appendices

Appendix A: MDOT Standard Plan R-28-J	
Appendix B: Locations List	
Appendix C: City of Ypsilanti Contract Addendum Form	
Appendix D: City of Ypsilanti Affirmative Action Ordinance	

ADVERTISEMENT FOR BID

2017 Ramp Program
City of Ypsilanti
September 19, 2017

Sealed Bids for 2017 Ramp Program will be received at the office of the City of Ypsilanti until 2:00 pm local time, on September 21, 2017, by the office of the City Clerk located at One South Huron Street, Ypsilanti, MI 48197. The approximate work involved is as follows:

Construct ADA-compliant curb ramps at several locations within the City of Ypsilanti.

The Contract Documents for this project are on file and may be examined on and after 2:00, September 11, 2017, at the following locations: the office of the ENGINEER, Orchard, Hiltz, & McCliment, Inc., 34000 Plymouth Road, Livonia, MI 48150; the Michigan Intergovernmental Trade Network website, www.mitn.info; and City of Ypsilanti, One South Huron Street, Ypsilanti, MI 48197.

Copies thereof may be obtained on or after 2:00, local time, September 11, 2017 on the Michigan Intergovernmental Trade Network website, www.mitn.info

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

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

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

No pre-bid meetings are scheduled for this project.

Fances McMullen, City Clerk
City of Ypsilanti

INSTRUCTIONS TO BIDDERS

1. BIDS

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

2. NAME AND STATUS OF BIDDER

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

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

3. BID SECURITY

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

4. BONDS

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

5. INSPECTION OF SITE

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

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

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

6. TIME OF COMPLETION

Time of completion will be as stated in the Agreement.

7. EXPLANATION TO BIDDERS BY ADDENDA

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

Bidder from obligation under his Bid as submitted.

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

8. EXPERIENCE AND FINANCIAL STATEMENT

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

9. SUBCONTRACTORS

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

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

10. AWARD OF CONTRACT

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

11. LIQUIDATED DAMAGES/INCENTIVES

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

12. TAXES

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

End of Section

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

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

A. Time of Completion & Construction Schedule

Prior to the execution of the Contract, the CONTRACTOR shall submit an outline of his proposed order of work and indicate dates for completing the major items of work. Major items shall be considered to be removal of existing curb and sidewalk, pavement repairs, construction of ADA compliant sidewalk ramps, and surface restoration. This schedule, when approved by the OWNER, shall become part of the Contract.

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

It is anticipated that construction will begin on October 23, 2017. The CONTRACTOR shall complete the proposed work, including final tests thereof, in order to have the sidewalk, all pavement and curb repairs and pavement markings finished as of the substantial completion date. Final cleanup and restoration shall be finished by the project completion date, unless otherwise directed in writing by the OWNER or its ENGINEER.

Summary of anticipated dates:

Contract Award	October 3, 2017
Construction Start Date	October 23, 2017
Substantial Completion	December 15, 2017
Project Completion.....	April 30, 2017

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

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

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

The OWNER and the CONTRACTOR may, upon mutual agreement, extend the contract to complete additional ramp replacements.

B. Project Financial Information

MINIMUM WAGE FOR EMPLOYEES OF CONTRACTORS PERFORMING WORK OR SERVICES FOR THE CITY OF YPSILANTI

All CONTRACTORS, including subcontractors, performing work or services for the City shall be required to pay not less than the prevailing wages and fringe benefits to all employee "construction mechanics", as determined by the Davis-Bacon Division of the United States Dept. of Labor for the Washtenaw County area.

"Construction Mechanic" is defined as a skilled or unskilled mechanic, laborer, worker, helper, assistant or apprentice working on a City project, but shall not include executive, administrative, professional, office or custodial employees.

Record Keeping and Verification:

Every CONTRACTOR shall keep an accurate record showing the name, social security number, occupation, and actual wages and benefits paid to each construction mechanic employed by him in connection with this contract. The CONTRACTOR shall submit a copy of this record for the work period covered by each construction pay estimate period. The copy of the wages and benefits record shall be submitted by the CONTRACTOR with each request for payment.

Payment of less than prevailing wages, termination of contract, liability for excess costs: The Authority, by written notice to the CONTRACTOR and sureties of the CONTRACTOR known to the City, may terminate the CONTRACTOR'S right to proceed with that part of the contract for which less than prevailing rates of wages and benefits have been paid, and may proceed to complete the contract by separate agreement with another CONTRACTOR or otherwise and the original CONTRACTOR and his sureties shall be liable to the contracting agent for any excess costs occasioned thereby.

MINIMUM WAGE FOR EMPLOYEES OF CONTRACTORS PERFORMING SERVICES FOR THIS CONTRACT

a. This section is ordained for the purpose of establishing a procedure to insure that CONTRACTORS performing services on City buildings, parks or water and sewer lines shall pay employees in accordance with the prevailing wage rates.

b. No contract, agreement, understanding or other arrangement, whether oral or written, for the construction or substantial remodeling of any building or part thereof, for or on behalf of or owned by the City, involving craftsmen, mechanics and laborers employed directly upon the site of work, shall be entered into, approved or executed, unless such contract, agreement, understanding or arrangement shall provide and require that all craftsmen, mechanics and laborers so employed shall receive at least the prevailing wages and fringe benefits of the building trades department for corresponding classes of craftsmen, mechanics and laborers, as determined and published by the Davis-Bacon Division of the United States Department of Labor for the Washtenaw County area.

c. Such contract, agreement, understanding or arrangement shall provide that all subcontracts entered into by the CONTRACTOR shall contain the provisions set forth above with respect to the contractor and all such contracts, agreements, arrangements or understandings shall provide that all contractors and subcontractors engaged in performance of service or work for the City to which this section applies shall, at the request of the City, furnish proof satisfactory to the City that the foregoing provisions of such contract or

subcontract are being complied with. It shall be the responsibility of the City, on demand, to post at an appropriate place in the City Clerk's office, prevailing wages and fringe benefits that may be in effect in accordance with the foregoing, and the City is directed to see that the requirements of this section are contained in and complied with in all contracts, agreements, understandings or arrangements for work or services to be performed for the City.

LIVING WAGE

A. (1) Living wages be paid according to the Ypsilanti Living Wage Ordinance No. 892 (The Ordinance), and

(2) Suitable notices be posted in the work place; and

(3) Evidence of compliance including payroll records be provided to the Ypsilanti Personnel Department within 10 days of written request from the Ypsilanti Personnel Department.

B. In the event of violation of the provision of The Ordinance or this Contract this Contract may be modified or terminated to comply with the provisions of The Ordinance, including withholding of moneys in amount equal to Living Wages not paid in accordance with The Ordinance and the City may also take action to recover the amount of the Contract provided to any person found to have violated The Ordinance.

C. Any employee shall have a separate cause of action to enforce the provisions of this Contract and The Ordinance and any rights conferred under The Ordinance, in law and or equity, and any court of competent jurisdiction upon proper proof and the prevailing of the employee in such action, shall award actual damages, wage restitution, interest and actual attorney fees.

D. The City shall have the right to enforce this Contract and The Ordinance in law or equity by court process including specific performance.

E. The CONTRACTOR has knowledge of and agrees to comply with the provisions of the Ypsilanti City Ordinance 892, Living Wage. The documents are included in the Appendix. They must be completed and returned for the bid to be considered complete.

C. Equal Opportunity

The CONTRACTOR has knowledge of and agrees to comply with the provisions of the Ypsilanti City Ordinance 538, Affirmative Action. The documents are included in the Appendix. They must be completed and returned with each bid.

D. Permits

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

- a. Permitting Agency: Ypsilanti City Right of Way Permit
- Contact at Agency: Stan Kirton
- Phone number: 734-483-1421
- Permit Fee: Waived
- Bond Amount (if applicable): None
- Date of Application: _____
- Person Responsible for Acquiring the Permit: Contractor
- Date Permit issued if already in hand: _____

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

Work cannot proceed until all permits are obtained.

E. Pre-bid Meeting

No pre-bid meeting is scheduled for this project.

F. Contractor Qualifications

Pages SQ-1-3 must be filled out by the bidder. If all of these pages are not complete the bid will be treated as incomplete and will not be considered.

INSURANCE SPECIFICATIONS

1. LIABILITY OF CONTRACTOR

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

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

INDEMNIFICATION - HOLD HARMLESS AGREEMENT

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

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

COMPOSITION OF THE CONTRACTOR

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

2. INSURANCE

2.1. Insurance Required of the CONTRACTOR:

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

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

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

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

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

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

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

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

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

2.1.6. Umbrella or Excess Liability

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

2.1.7. Railroad Protective Liability

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

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

2.2. Limits of Liability

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

2.2.1. Worker's Compensation

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

2.2.2. Comprehensive General Liability

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

2.2.3. Comprehensive Automobile Liability

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

2.2.4. Owner's Protective

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

2.2.5. Builder's Risk-Installation Floater

Cost to replace at time of loss

2.2.6. Umbrella or Excess Liability

\$2,000,000

2.3. Insurance - Other Requirements

2.3.1. Notice of Cancellation or Intent Not to Renew

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

2.3.2. Evidence of Coverage

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

A. Insurance Required for the
CONTRACTOR

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

B. Insurance Required for the OWNER

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

C. Insurance Required for the
CONTRACTOR and the OWNER

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

2.3.3. Qualification of Insurers

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

End of Section

BID FORM

2017 Ramp Program City of Ypsilanti

THIS BID IS SUBMITTED TO:

City of Ypsilanti
One South Huron Street
Ypsilanti, MI 48197

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

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

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

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

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

_____	_____	_____
_____	_____	_____
_____	_____	_____

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

by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

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

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

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

BID FORM
2017 Ramp Program
City of Ypsilanti, Washtenaw County, Michigan
OHM Job #0094-17-0020

Item	Description	Estimated Quantity		Unit Price	Amount
1	Silt Fence	200	Lft	\$ _____	\$ _____
2	Remove Tree, 6" – 18"	1	Each	\$ _____	\$ _____
3	Remove Tree, 19" – 36"	1	Each	\$ _____	\$ _____
4	Remove Stump, 6"- 18"	1	Each	\$ _____	\$ _____
5	Remove Stump, 19"-36"	1	Each	\$ _____	\$ _____
6	Remove Pavement	67	Syd	\$ _____	\$ _____
7	Remove Sidewalk	283	Syd	\$ _____	\$ _____
8	Remove Concrete Curb and Gutter	500	Lft	\$ _____	\$ _____
9	Excavation, Earth	40	Lft	\$ _____	\$ _____
10	Remove and Reset Salvaged Sprinkler Head	5	Each	\$ _____	\$ _____
11	Concrete Curb & Gutter, Detail F4	500	Lft	\$ _____	\$ _____
12	Concrete Sidewalk, 4"	1,500	Sft	\$ _____	\$ _____
13	Concrete Sidewalk, 6"	250	Sft	\$ _____	\$ _____
14	Concrete Sidewalk Ramp, ADA	800	Sft	\$ _____	\$ _____
15	HMA, 13A	14	Ton	\$ _____	\$ _____
16	3" Topsoil and Sod	100	Syd	\$ _____	\$ _____
17	3" Topsoil, Seeding Mix Type THM, and Mulch	260	Syd	\$ _____	\$ _____
18	Reset Frame and Cover	5	Each	\$ _____	\$ _____
19	Replace Frame and Cover	2	Each	\$ _____	\$ _____
20	Integral Concrete Curb	200	Ft	\$ _____	\$ _____
21	Detectable Warning, ADA	20	Each	\$ _____	\$ _____

Total Bid Amount (ITEM 1-21 incl.):

\$ _____

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

Bidder agrees that the Work will be Substantially Complete on or before December 15, 2017, and completed and ready for final payment in accordance with the General Conditions on or before April 30, 2018.

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

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

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

SUBMITTED on _____, 20 _____

State Contractor License No. _____ . (If applicable)

If Bidder is:

An Individual

Name (typed or printed): _____

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

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

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

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

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

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

Name (typed or printed): _____

Title: _____

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

Business address: _____

Phone No.: _____ FAX No.: _____

Date of Qualification to do business is: _____

A Joint Venture

Joint Venture Name: _____ (SEAL)

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

Name (typed or printed): _____

Title:

Business address: _____

Phone No.: _____ FAX No.: _____

Joint Venture Name: _____ (SEAL)

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

Name (typed or printed): _____

Title:

Business address: _____

Phone No.: _____ FAX No.: _____

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

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

BID GUARANTEE

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

Dollars (\$_____).

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

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

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

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

SIGNED AND SEALED THIS _____ DAY OF _____, 20 _____

Authorized Signature of Bidder:

(TITLE) _____

(SEAL)

BID BOND

BIDDER (Name and Address):

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

OWNER (Name and Address):

City of Ypsilanti

One South Huron Street

Ypsilanti, MI 48197

BID

BID DUE DATE: September 21, 2017

PROJECT:

Construct ADA-compliant curb ramps at several locations within the City of Ypsilanti.

BOND

BOND NUMBER: _____

DATE (Not later than Bid due date): _____

PENAL SUM: _____
(Words) (Figures)

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

BIDDER

(Seal)

Bidder's Name and Corporate Seal

By: _____
Signature and Title

Attest: _____
Signature and Title

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

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

End of Section

STATEMENT OF QUALIFICATIONS

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

Name: _____

Address: _____ Phone: _____

Number of years operating under your present name: _____

Bonding Capacity: _____

Bonding Company: _____ Phone: _____

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

(circle one) YES NO Prequalification Number: _____

General nature of work performed by your company: _____

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

Major equipment available for this contract: _____

CURRENT PROJECTS:

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

COMPLETED PROJECTS:

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

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

Has your company defaulted on a contract? _____

If yes, where and why? _____

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

By: _____
Name

Signature

Title

Number of additional sheets attached: _____

IRAN LINKED BUSINESS CERTIFICATION

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

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

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

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

Date: _____

By: _____

Its: _____

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

Notary Public _____

_____ County, Michigan

My Commission Expires: _____

DEFINITIONS

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

SUBCONTRACTOR LISTING

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

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

NAME, ADDRESS & PHONE NO. OF SUBCONTRACTOR	DESCRIPTION OF WORK	APPROXIMATE DOLLAR VALUE OF SUBCONTRACT
---	------------------------	---

_____	_____	\$ _____
-------	-------	----------

Phone: _____

FAX: _____

E-mail _____

_____	_____	\$ _____
-------	-------	----------

Phone: _____

FAX: _____

E-mail _____

_____ \$ _____

Phone: _____

FAX: _____

E-mail _____

_____ \$ _____

Phone: _____

FAX: _____

E-mail _____

_____ \$ _____

Phone: _____

FAX: _____

E-mail _____

AGREEMENT

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

ARTICLE 1 WORK

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

Construct ADA-compliant curb ramps at several locations within the City of Ypsilanti.

ARTICLE 2 THE PROJECT

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

2017 Ramp Program

ARTICLE 3 ENGINEER

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

ARTICLE 4 CONTRACT TIMES

4.01 Time is of the Essence

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

4.02 Dates for Substantial Completion and Final Payment

A. The Work will be substantially completed on or before December 15, 2017, and completed and ready for final payment on or before April 30, 2018.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 15 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$500.00/day for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$500.00/day for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 CONTRACT PRICE

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

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

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

ARTICLE 6 PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

ARTICLE 7 CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8 CONTRACT DOCUMENTS

8.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Maintenance and Guarantee Bond;
5. General Conditions;
6. General Specifications;
7. Technical Specifications as listed in the table of contents of the Project Manual;
8. Appendices (excluding geotechnical reports);
9. Addenda (numbers ____ to ____, inclusive);
10. Exhibits to the Agreement (enumerated as follows):
 - a. Documentation submitted by CONTRACTOR prior to Notice of Award (pages ____ to ____, inclusive);
 - b. _____
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Orders;
 - c. Change Order(s).

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

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

ARTICLE 9 MISCELLANEOUS

9.01 Terms

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

9.02 Assignment of Agreement

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

assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 Successors and Assigns

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

9.04 Severability

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

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

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

OWNER:

CONTRACTOR:

By: _____
(CORPORATE SEAL)

By: _____
(CORPORATE SEAL)

Attest _____

Attest _____

Address for giving notices: _____

Address for giving notices: _____

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

License No. _____

(Where applicable)

Agent for service of process: _____

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

Designated Representative:

Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

FAX: _____

FAX: _____

PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

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

OWNER:

City of Ypsilanti
One South Huron Street
Ypsilanti, MI 48197

CONTRACT

Date:

Amount:

Description: 2017 Ramp Program
City of Ypsilanti

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

SURETY

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

Signature: _____ Signature: _____

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

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

CONTRACTOR AS PRINCIPAL

SURETY

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

Signature: _____ Signature: _____

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

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

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

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on the Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.
6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
 - 6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in

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

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on the bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was being performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a

statutory bond and not as a common law bond.

12. Definitions.

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

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

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

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

End of Section

PAYMENT BOND

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

CONTRACTOR (Name and Address):

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

OWNER:

City of Ypsilanti
One South Huron Street
Ypsilanti, MI 48197

CONTRACT

Date:

Amount:

Description: 2017 Ramp Program
City of Ypsilanti

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

SURETY

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

Signature: _____ Signature: _____

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

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

CONTRACTOR AS PRINCIPAL

SURETY

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

Signature: _____ Signature: _____

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

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

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

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

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

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

15. DEFINITIONS

- 15.1. Claimant: an individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, material or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- 15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- 15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

End of Section

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____ (contractor name), as Principal, and _____, as Surety, are held and firmly bound unto the City of Ypsilanti, One South Huron Street, Ypsilanti, MI 48197, as Owner, in the sum of _____ DOLLARS and _____ CENTS (\$ _____) good and lawful money of the United States of America, to be paid to said City of Ypsilanti, its legal representatives and assigns for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, and each and every one of them jointly and severally, firmly by these presents.

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

WHEREAS, the above named Principal has entered into a certain written Contract with City of Ypsilanti dated this _____ day of _____ A.D. 20 _____, wherein the said Principal covenanted and agreed to follows, to-wit: TO CONSTRUCT THE WORK IN ACCORDANCE WITH THE SPECIFICATIONS, CONTRACT DOCUMENTS AND DRAWINGS TITLED: 2017 Ramp Program, OHM JOB NO. 0094-17-0021.

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

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

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

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

Signed, Sealed and Delivered
In the Presence of:

Signature

Signature

Name

Name

Principal

Signature

Signature

Name

Name

Surety

CONTRACTOR'S AFFIDAVIT

STATE OF MICHIGAN)
)SS.

COUNTY OF _____)

The undersigned, _____, CONTRACTOR, hereby represents that on _____, 20____ he (it) was awarded a Contract by City of Ypsilanti hereinafter called the OWNER, to construct 2017 Ramp Program in accordance with the terms and conditions of Contract No. _____; and the undersigned further represents that the subject work has now been accomplished and the said Contract has now been completed.

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

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

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

Contractor

By: _____

Title _____

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

Notary Public: _____

My Commission expires: _____

CONTRACTOR'S DECLARATION

I HEREBY DECLARE THAT I HAVE NOT, during the period

_____ to

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

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

Date: _____

By: _____

Title: _____

SWORN STATEMENT

State of Michigan

County of: _____ Date: _____

_____ (deponent) being duly sworn deposes and says:

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

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

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

(Insert legal description of property) _____

Commonly known as:

2017 Ramp Program

OHM Job Number:

0094-17-0021

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

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

Dated: _____

Signature of Deponent

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

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

My commission expires: _____ Signature: _____

GENERAL CONDITIONS

Table of Contents

General.....	3
1. Definitions	3
2. Contract Documents	3
3. Bonds.....	4
4. Contract Drawings & Specifications	4
5. Coordination of Contract Documents.....	4
6. Preconstruction Meeting.....	5
7. Reuse of Documents.....	5
8. Availability of Lands.....	5
9. Physical Conditions	6
10. General Requirements of Materials & Workmanship	6
11. Shop Drawings & Special Drawings.....	6
12. Changes in Quantities or Plans.....	7
13. Estimated Quantities.....	7
14. Payments	7
15. Extension of Time	8
16. Authority	9
17. Progress of Work.....	9
18. Time is Essence of Contract	9
19. Commencement of Contract Time	9
Owner Responsibilities.....	9
20. Extra & Force Account Work.....	9
21. Payments Withheld.....	12
22. Use of Complete Portions of the Work	12
Engineer Responsibilities.....	12
23. Engineer During Construction.....	12
24. Authority & Duties of Construction Observer	12
25. Limitations on Engineer's Responsibilities.....	13
26. Lines & Grades.....	13
27. Testing & Sampling.....	13
Contractor Responsibilities	15
28. Unforeseen Physical Conditions	15
29. Composition of the Contractor	15
30. Assignment of Contract.....	15
31. Agents.....	15
32. Safety & Protection	15
33. Contractor's Supervision & Origination	16
34. Contractor's Right to Stop Work.....	17
35. Storage of Materials	17
36. Cleaning Up.....	17
37. Sunday & Night Work.....	17
38. Sanitary Regulations.....	17
39. Permits & Regulations.....	17
40. Guarantee	18
41. Patents	18

42.	Information by the Contractor	18
43.	Forfeiture of Contract	18
44.	Relation to Other Contractors	19
45.	“Or Equal” Clause	19
	Legal	19
46.	Indemnification	19
47.	Controlling Law	20
48.	No Waiver of Contract	20
49.	Dispute Resolution	20
50.	Giving Notice	20
51.	Cumulative Remedies.....	20

General

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. CONTRACT DOCUMENTS

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

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

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

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

3. BONDS

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

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

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

prosecution of the Work contemplated by the Contract.

4. CONTRACT DRAWINGS & SPECIFICATIONS

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

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

5. COORDINATION OF CONTRACT DOCUMENTS

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

Supplemental Specifications

Supplemental Instructions to Bidders

Instructions to Bidders

Bid Form

Project Plans and Drawings

Standard Plans & Details

Method of Payment

Technical Specifications

General Conditions

General Specifications

Insurance Specifications and Bond Forms

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

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

6. PRECONSTRUCTION MEETING

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

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

Utility Companies

County Road Commission

Michigan Department of Transportation (MDOT)

Michigan Department of Labor-Safety Division

Railroad Companies

Other State, Local and County Agencies

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

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

Schedule of construction

Sources of materials

Final list of subcontractors

The designated safety officer on the job

Superintendent for the project

Foreman in charge on the job site

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

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

7. REUSE OF DOCUMENTS

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

8. AVAILABILITY OF LANDS

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

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

9. PHYSICAL CONDITIONS

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

10. GENERAL REQUIREMENTS OF MATERIALS & WORKMANSHIP

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

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

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

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

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

11. SHOP DRAWINGS & SPECIAL DRAWINGS

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

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

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

12. CHANGES IN QUANTITIES OR PLANS

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

13. ESTIMATED QUANTITIES

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

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

14. PAYMENTS

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

Partial Payments

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

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

The retainage shall be as follows:

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

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

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

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

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

Final Payment

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

Contractor's Declaration

Contractor's Affidavit

Unconditional waivers, as required, from major suppliers and subcontractors

Release of Surety

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

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

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

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

Incorrect/Improper Payments

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

15. EXTENSION OF TIME

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

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

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

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

16. AUTHORITY

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

17. PROGRESS OF WORK

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

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

18. TIME IS ESSENCE OF CONTRACT

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

19. COMMENCEMENT OF CONTRACT TIME

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

Owner Responsibilities

20. EXTRA & FORCE ACCOUNT WORK

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

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

REPORTS:

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

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

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

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

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

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

LABOR:

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

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

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

MATERIALS:

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

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

SMALL HAND & POWER TOOLS:

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

EQUIPMENT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. PAYMENTS WITHHELD

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

Defective work not remedied;

Claims filed or reasonable evidence indicating probable filing of claims;

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

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

Damage to another CONTRACTOR.

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

22. USE OF COMPLETE PORTIONS OF THE WORK

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

Engineer Responsibilities

23. ENGINEER DURING CONSTRUCTION

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

24. AUTHORITY & DUTIES OF CONSTRUCTION OBSERVER

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

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

25. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

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

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

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

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

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

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

26. LINES & GRADES

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

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

27. TESTING & SAMPLING

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

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

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

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

CONTRACTOR, or may immediately terminate the Agreement.

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

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

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

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

Contractor Responsibilities

28. UNFORSEEN PHYSICAL CONDITIONS

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

29. COMPOSITION OF THE CONTRACTOR

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

30. ASSIGNMENT OF CONTRACT

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

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

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

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

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

31. AGENTS

Work shall be carried on under personal supervision of the CONTRACTOR or his properly authorized representative, who shall be on the grounds at all times during the construction, and who shall have full and responsible charge of the Work with power to receive orders and carry out instructions.

32. SAFETY & PROTECTION

A. People and Property

CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

All persons on the site or who may be affected by the Work;

All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Site Safety

CONTRACTOR shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of underground facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in this section caused, directly or indirectly, in whole or in part, by CONTRACTOR or any subcontractor, supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

C. Safety Representative

CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

D. Hazard Communication Program

CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with laws or regulations.

E. Compliance with MIOSHA

All of the CONTRACTOR and subcontractors operations and construction equipment shall comply with requirements of the Michigan Occupational Safety and Health Act (MIOSHA) insofar as they apply to the work to be performed under this Contract.

33. CONTRACTOR'S SUPERVISION & ORIGINATION

The Work under this Agreement shall be under the direct supervision and direction of the CONTRACTOR. The CONTRACTOR shall give sufficient supervision to the Work, using his best skill and attention. The CONTRACTOR shall, at all times, keep on the site of the Work during its progress a competent superintendent and any and all necessary foremen and assistants. The superintendent shall represent and have full authority to act for the CONTRACTOR in the latter's absence, and all directions given to him shall be as binding as if given to the CONTRACTOR. On written request in each case, all such directions will be confirmed in writing to the CONTRACTOR.

The CONTRACTOR shall employ only competent, efficient workmen and shall not use on the Work any unfit person or one not skilled in the work assigned to him, and he shall at all times enforce strict discipline and good order among his employees. Whenever the ENGINEER shall notify the CONTRACTOR, in writing, that any man on the Work is, in the opinion of the ENGINEER, careless, incompetent, disorderly, or otherwise unsatisfactory, such man shall be discharged from the work and shall not again be employed on it except with the written consent of the ENGINEER.

The CONTRACTOR shall establish and maintain an office on the site of the work, or at some convenient point adjacent thereto, during the continuance of this Agreement and shall have at all times during working hours, a representative authorized to receive and execute any and all orders, when given by the ENGINEER; and such order, when given out and received by said representative shall be deemed to have been

given to and received by the CONTRACTOR. Copies of the drawings and specifications shall at all times be kept on file by the CONTRACTOR at readily accessible points near the work.

34. CONTRACTOR'S RIGHT TO STOP WORK

If the work should be stopped under an order of any court, or other public authority for a period of three months, through no act or fault of the CONTRACTOR or of anyone employed by him, or if the OWNER should fail to pay to the CONTRACTOR within sixty (60) days of its maturity and presentation any sum certified by the ENGINEER, provided no appeal is taken, the CONTRACTOR may, upon seven (7) days' written notice to the OWNER and the ENGINEER, stop work or terminate this Agreement, and shall receive from the OWNER payment in full for all work executed, as determined from the prices contained in the approved detailed estimate as computed by the ENGINEER, but no claim for extra compensation or damages shall be made or allowed because of such termination of the Agreement.

35. STORAGE OF MATERIALS

Materials and equipment distributed, stored and placed upon or near the site of the Work shall at all times be so disposed as not to interfere with work being prosecuted by other contractors in the employ of the OWNER, or with street drainage, or with fire hydrants or with access thereto, and not to hinder any more than may be necessary the ordinary traffic (either vehicular or pedestrian) of the street.

36. CLEANING UP

The CONTRACTOR shall, as directed by the ENGINEER, remove at his own expense from the OWNER's property and from all public and private property all temporary structures, rubbish and waste materials resulting from his operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission of

such disposal granted to the CONTRACTOR by the OWNER thereof.

37. SUNDAY & NIGHT WORK

The CONTRACTOR is required to prosecute work done under this Agreement during the hours of daylight, and no work will be permitted at night or on Sundays, except to save property or life, or as specifically authorized or directed by the ENGINEER.

No work shall be permitted on holidays.

38. SANITARY REGULATIONS

Sanitary conveniences for the use of project personnel properly secluded from public observation shall be constructed and maintained in sanitary condition by the CONTRACTOR. Its use shall be strictly enforced.

39. PERMITS & REGULATIONS

The CONTRACTOR shall secure, at no cost to the OWNER, all permits and licenses necessary for the prosecution of the Work. He shall pay for same at his own expense as well as for any inspection fees required in connection with such permits, and shall conduct his operations in accordance with the provisions of such permits, including tunneling of pavements where required. He shall also furnish any required bonds and pay the cost of same.

The CONTRACTOR shall keep himself fully informed of all laws, ordinances, and regulations in any manner affecting those engaged or employed in the Work or materials used in the Work, or in any way affecting the conduct of the Work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

He shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all existing and future laws, ordinances, regulations, orders and decrees; provided, that if the drawings and specifications are at variance therewith, the CONTRACTOR shall promptly notify the ENGINEER in

writing and any necessary changes shall be adjusted as provided in the Contract Documents.

All work shall be executed and checked in accordance with all local and state rules and regulations and all established codes applicable thereto and shall conform in all respects to the requirements of all competent authorities having jurisdiction there over.

Should any change in plans and specifications be required to comply with local regulations, CONTRACTOR shall notify the OWNER at the time of submitting his bid. After entering into Agreement, CONTRACTOR will be held to complete the work necessary to meet local requirements without extra expense to the OWNER.

Where the work required by the drawings and specifications is above the standard required, it shall be done as shown or specified.

40. GUARANTEE

The CONTRACTOR, as a condition precedent to final payment, shall execute a guarantee to the OWNER warranting for a period of two (2) years from date of final payment to keep in good order and repair any defect in all the work done under the Agreement, either by the CONTRACTOR, his subcontractors, or material suppliers, that may develop during said period due to improper materials, defective equipment, improper materials workmanship, or arrangements, and any other work affected in making good such imperfections shall also be made good, all without expense to the OWNER, and CONTRACTOR shall execute, in favor of the OWNER the attached Maintenance and Guarantee Bond.

41. PATENTS

CONTRACTOR shall pay all royalties and license fees and shall hold and save the OWNER and his agents harmless from all liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in

performance of the Agreement, including its use by the OWNER, unless otherwise specifically stipulated in the Contract Documents. In this respect the CONTRACTOR shall defend all suits or claims for infringement of any patent or license right.

In the event that any claim, suit or action at law or inequity of any kind whatsoever is brought against the OWNER, involving any such patents or license rights, then the OWNER shall have the right to, and may retain, from any money due or to become due to the CONTRACTOR, such sufficient sum as is considered necessary to protect said OWNER against loss, and such sum may be retained by the OWNER until such claim or suit shall have been settled and satisfactory evidence to that effect shall have been furnished the OWNER.

42. INFORMATION BY THE CONTRACTOR

The CONTRACTOR shall submit to the ENGINEER full information as to the materials, equipment and arrangements that the CONTRACTOR proposes to furnish. This information shall be complete to the extent that the ENGINEER may intelligently judge if the proposed materials, equipment and arrangements will meet with the requirements of the Contract Documents.

Prior to approval of the materials, equipment and arrangements by the ENGINEER, based on the information submitted by the CONTRACTOR, any work done by the CONTRACTOR shall be at his own risk.

Approval of information covering materials, equipment and arrangements by the ENGINEER shall in no way release CONTRACTOR from his responsibility for the proper design, installation and performance of any material, equipment or arrangement, or from his liability to replace same should it prove defective.

43. FORFEITURE OF CONTRACT

If work to be done under the Contract Documents shall be abandoned by CONTRACTOR or if, at any time in the

judgment of the OWNER, CONTRACTOR shall fail to prosecute the Work at a reasonable rate of progress, or to comply with all or any of the terms and requirements herein set forth, then the OWNER shall have the right to take possession of the Work, including CONTRACTOR's plant, supplies and materials, at any time after having notified the CONTRACTOR, in writing, to discontinue work under this Agreement for said cause or causes, and such action shall not affect the right of the OWNER to recover damages resulting from such failure. Upon receiving such notice the CONTRACTOR shall and will, upon demand, immediately give the OWNER safe and peaceable possession of the Work, including the plant, and shall then cease to have control over any portion thereof or the men employed thereon.

The OWNER may then proceed to complete the Work herein specified, by Agreement or otherwise; and the entire cost of same shall be charged to the CONTRACTOR and deducted from any sum or sums due or to become due under the Agreement; the excess cost, if any, to be paid by CONTRACTOR or his sureties to said OWNER.

44. RELATION TO OTHER CONTRACTORS

CONTRACTOR shall so conduct his operations as not to interfere with or injure the work of other contractor's or workmen employed on adjoining or related work, and he shall promptly make good any injury or damage which may be done to such work by him or his employees or agents. Should a contract for adjoining work be awarded to another contractor, and should the work of one of these contracts interfere with that of the other, the OWNER shall decide which contractor shall cease work for the time being and which shall continue, or whether work in both contracts shall continue at the same time and in what manner.

45. "OR EQUAL" CLAUSE

Whenever, in any of the Contract Documents an article, material or equipment

is defined by describing a proprietary product or by using the name of a manufacturer or vendor, the term "or equal", if not inserted, shall be implied. The specific article, material or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired, and shall not be construed in such a manner as to exclude manufacturers' products of comparable quality, design and efficiency. If the CONTRACTOR proposes any "or equal" substitutes, these substitutes shall be subject to the review and approval of the OWNER before they can be incorporated into the work.

Legal

46. INDEMNIFICATION

To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractors, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against OWNER or ENGINEER or any of their consultants,

agents or employees by any employee of CONTRACTOR, any subcontractors, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts of them may be liable, the indemnification obligation under the preceding paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such subcontractors or other person or organization under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the CONTRACTOR under this article shall not extend to the liability of ENGINEER, ENGINEER's consultants, agents or employees arising out of the preparation or approval of drawings, opinions, reports, surveys, change orders, designs or specifications.

47. CONTROLLING LAW

In the case of a legal dispute between the OWNER and the CONTRACTOR the law of the state of Michigan shall govern. The venue for resolving any legal dispute between the two parties will be within the County of the OWNER's legal address.

48. NO WAIVER OF CONTRACT

Neither acceptance of the whole or any part of the Work by the OWNER or his ENGINEER, or any of its agents, nor any order, measurements or certificate by the ENGINEER, nor any order by OWNER for payment of money, nor any payment for the whole or any part of the Work by OWNER, nor any extension of time, nor any possession taken by the OWNER or its agents, shall operate as a waiver for any portion of the Contract Documents or any power therein provided; nor shall any waiver

of any breach of contract be held to be a waiver of any other or subsequent breach.

49. DISPUTE RESOLUTION

Dispute resolution methods and procedures, if any, shall be as set forth in the Supplemental Specifications. If no method and procedure has been set forth, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

50. GIVING NOTICE

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

51. CUMULATIVE REMEDIES

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provision of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

End of Section

GENERAL SPECIFICATIONS

Table of Contents

1.	Existing Underground Structures & Utilities.....	1
2.	Soil Conditions.....	1
3.	Soil Erosion and Sedimentation Control	1
4.	Preservation, Protection & Use of Survey Controls, Monument Points & Grade Stakes	2
5.	Protection of Public and Private Utilities.....	2
6.	Miscellaneous Damages	3
7.	Sump Pump Discharge Pipe & Local Services.....	3
8.	Existing Sewer Facilities.....	3
9.	Existing Water Facilities	3
10.	Existing Gas Facilities.....	3
11.	Existing Electric, Cable, and Telecommunications	3
12.	Preservation of Trees & Shrubbery	4
13.	Trimming Trees & Shrubs.....	4
14.	Maintenance of Service	4
15.	Cleanliness of the Work Site and Streets	4
16.	Dust Control	5
17.	Working Space & Use of Streets or Private Property	5
18.	Easements.....	5
19.	Power & Light.....	5
20.	Water	5
21.	Weather Protection & Heating	6
22.	Railroad Crossing.....	6
23.	Ownership of Salvaged Materials	6

1. EXISTING UNDERGROUND STRUCTURES & UTILITIES

The location of public or private utilities shown on the plans is in accordance with the best information available. No guarantee is given that the locations are absolutely accurate or that utilities other than those shown are not present.

For protection of underground utilities, the CONTRACTOR shall contact “MISS DIG” at 1-800-482-7171 a minimum of three (3)

working days prior to excavating. This does not relieve the CONTRACTOR of the responsibility of notifying utility OWNERS who may not be part of the “MISS DIG” alert system.

2. SOIL CONDITIONS

If soil borings have been taken for this project, then they are included in an appendix.

Where the OWNER has caused soil borings to be made to aid the ENGINEER in design of the work, these boring logs are provided herein for the prospective bidder to examine. This information is given to bidders as an aid in determining the character of the soil and groundwater conditions. The OWNER does not guarantee that the ground encountered during construction will conform to the borings. Bidders should secure such other information as they consider necessary to check and supplement the above data.

The CONTRACTOR shall complete the work in whatever materials, and under whatever conditions he may encounter or create.

3. SOIL EROSION AND SEDIMENTATION CONTROL

The CONTRACTOR shall comply with the requirements of the Soil Erosion and Sedimentation Control Act of the State of Michigan, Part 91 of ACT 451 of PA of 1994 and with all the requirements, rules and standards of the official enforcing agent for the project location.

If a soil erosion control permit is required on this project, the CONTRACTOR shall adhere to the specific conditions of the project permit. Where the permit is issued in the name of the CONTRACTOR and requires that a bond be posted, the

CONTRACTOR shall include in his bid the permit fee and bond expense.

The ENGINEER shall have full authority to require compliance with the soil erosion control requirements and may order suspension of the work if measures are not adequate or a problem develops requiring additional soil erosion control measures. Any ordered suspension of the work shall not be grounds for CONTRACTOR's claims for "down time" or "lost time".

4. PRESERVATION, PROTECTION & USE OF SURVEY CONTROLS, MONUMENT POINTS & GRADE STAKES

During the progress of the work, the CONTRACTOR may encounter section line, fractional section line, and property controlling corner monuments. Insofar as is known, such public land survey corners and property monuments have been indicated on the plans.

The CONTRACTOR shall be responsible for complying with the requirements of Michigan Public Act 34. Specifically, he shall be responsible for notifying the county surveyor before removing a public land survey corner monument for construction activities. In addition, if construction time constraints will result in the public land survey corner monument being removed for more than one year, then the CONTRACTOR shall arrange to have a temporary corner monument set until the permanent one can be re-established. The costs of removing and replacing public land survey corner monuments as well as setting temporary corner monuments shall be the responsibility of the CONTRACTOR unless pay items are provided in the bid form for these tasks. The CONTRACTOR shall not remove any such monument until the ENGINEER has witness points as reference for resetting of such monuments. After referencing has been done and suitable permanent sketches prepared, the ENGINEER will give permission to the

CONTRACTOR for removal of the monument. Monuments and monument boxes shall be reset only after all backfilling has fully settled.

The CONTRACTOR shall protect and preserve all monument points, property corners, grade stakes, line and reference points. Where stakes and markers are disturbed or removed due to operations under this Contract, the CONTRACTOR shall be charged at invoice cost by the ENGINEER for replacing the points. Care shall be exercised by the CONTRACTOR when operating near the markers, as any carelessness in operations will also cause a time delay to the schedule due to additional stakeout time required to replace reference points, lines, etc.

The CONTRACTOR shall accurately locate the work from reference points established by the ENGINEER along the surface of the ground and line of work.

5. PROTECTION OF PUBLIC & PRIVATE UTILITIES

Where any utility, water, sewer, gas, telephone or any other public or private utilities are encountered, the CONTRACTOR must provide adequate protection for them, and he will be held responsible for any damages to such utilities arising from his operations.

When it is apparent that construction operations may endanger the foundation of any utility, conduit, or support of any structure, the CONTRACTOR shall notify the utility OWNER of this possibility, and he shall take such steps as may be required to provide temporary bracing or support of conduits or structures.

In all cases where permits or inspection fees are required by utilities in connection with changes to or temporary support of their conduits, the CONTRACTOR shall secure permits and pay all inspection fees.

When it is necessary in order to carry out the work that a pole, telephone or electric, be moved to a new location or moved and replaced after construction, the CONTRACTOR shall arrange for moving such pole or poles and the lines thereof, and shall pay any charges.

Where it is the policy of any utility owner to make his own repairs to damaged conduit or other structures, the CONTRACTOR shall cooperate to the fullest extent with the utility OWNER and shall see that his operations interfere as little as possible with the utility OWNER's operations.

6. MISCELLANEOUS DAMAGES

The CONTRACTOR shall be responsible for repairing all damages to existing lawns, sidewalk, parking lots, streets or other areas outside the limits of the Contract. Private utilities, private ornamental gas or electric lights, sprinkler systems, fences, shrubs, trees, existing sidewalk, or any other surface or subsurface items of value damaged by the CONTRACTOR shall be repaired, replaced or removed and replaced to at least equal condition at the CONTRACTOR's expense unless otherwise specified on the plans.

7. SUMP PUMP DISCHARGE PIPE & LOCAL SERVICES

Any discharge pipe from sump pumps or yard drains encountered on this project, whether or not shown on the plans, which discharges to existing ditches and/or storm sewers or cross public or private easements, shall be maintained, replaced, or reconnected as necessary. Bulkheads shall be placed only as approved by the Engineer. Sump pump connections shall be made to the storm drain pipe by a coring method as approved by the ENGINEER. The CONTRACTOR shall use adequate measures to prevent soil erosion, sedimentation, and/or ponding when connecting discharge pipes to existing or proposed ditches. This work shall be

considered as incidental to the cost of the project.

8. EXISTING SEWER FACILITIES

Existing sewers or drains may be encountered along the line of work. In all such cases, the CONTRACTOR shall perform his operation in such a manner that sewer service will not be interrupted. He shall, at his own expense, make all temporary provisions to maintain sewer service.

Unless otherwise indicated on the plans, the CONTRACTOR shall replace, at his own expense, any disturbed sewer or drain, or relay same at a new grade to be established by the ENGINEER such that sufficient clearance for the sewer will be provided.

9. EXISTING WATER FACILITIES

Where existing water mains and/or water services are encountered in the work, they shall be maintained in operation. They shall be relayed if necessary using the class of pipe and fittings standard to the OWNER of the main.

10. EXISTING GAS FACILITIES

Where existing gas mains are encountered, the CONTRACTOR shall immediately notify the ENGINEER and the gas company. The CONTRACTOR shall then arrange with the gas company for any necessary relocation. The CONTRACTOR will receive no extra compensation on account of delays incurred in conjunction with such relocations.

11. EXISTING ELECTRIC, CABLE, AND TELECOMMUNICATIONS

Where existing electric, cable, or telecommunications facilities are encountered, the CONTRACTOR shall immediately notify the ENGINEER and the affected utility company(ies). The CONTRACTOR shall then arrange with the

utility company for any necessary relocation. The CONTRACTOR will receive no extra compensation on account of delays incurred in conjunction with such relocations.

12. PRESERVATION OF TREES & SHRUBBERY

No trees or shrubbery of any kind shall be removed or destroyed by the CONTRACTOR without written permission of the ENGINEER. The CONTRACTOR will be held fully responsible for any damages caused by his work to adjoining trees and shrubs. Ample precautions shall be taken by the CONTRACTOR to protect such trees and shrubs that are to remain in place by surrounding them with fences or other protection before construction begins. Shrubby that must be removed shall be preserved and replaced in a manner acceptable to the OWNER.

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

13. TRIMMING TREES & SHRUBS

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

14. MAINTENANCE OF SERVICE

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

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

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

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

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

15. CLEANLINESS OF THE WORK SITE & STREETS

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

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

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

16. DUST CONTROL

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

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

17. WORKING SPACE & USE OF STREETS OR PRIVATE PROPERTY

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

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

18. EASEMENTS

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

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

19. POWER & LIGHT

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

20. WATER

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

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

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

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

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

21. WEATHER PROTECTION & HEATING

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

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

22. RAILROAD CROSSING

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

23. OWNERSHIP OF SALVAGED MATERIALS

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

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

End of Section

EARTHWORK

Table of Contents

General

1. Scope of Work	1
2. MDOT	1

Materials

3. Bedding	1
4. Backfill	2
5. Stone Refill	2
6. Embankment	2

Construction

7. Clearing	2
8. Tree Removal	2
9. Stump Removal	2
10. Pavement Cuts	2
11. Classification of Excavation	3
12. Roadway Earthwork	3
13. Methods of Excavation in Earth	3
14. Trench Excavation	3
15. Transport of Native Materials Offsite	4
16. Stone Refill for Trench Undercut	4
17. Excavation & Trench Dewatering	4
18. Diverting Existing Sewers	5
19. Sheet piling, Bracing & Shoring	5
20. Sheet piling Left in Place	5
21. Crossing Existing Structures/Pipes	6
22. Tunneling Trees	6
23. Backfilling	6
24. Placing and Compacting Embankment	8
25. Disposal of Excavated Material	8
26. Final Cleanup & Grading	8
27. Contractor Safety Requirements	9

GENERAL

1. SCOPE OF WORK

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

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

2. MDOT

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

MATERIALS

3. BEDDING

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

Construction for 6A crushed Coarse Aggregate or approved equal.

4. BACKFILL

A. Job Excavated Backfill

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

B. Granular Backfill

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

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

5. STONE REFILL

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

6. EMBANKMENT

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

CONSTRUCTION

7. CLEARING

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

8. TREE REMOVAL

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

9. STUMP REMOVAL

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

10. PAVEMENT CUTS

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

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

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

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

11. CLASSIFICATION OF EXCAVATION

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

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

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

12. ROADWAY EARTHWORK

Roadway earthwork shall be performed in accordance with the construction methods that are described in Section 205 of the MDOT Standard Specifications for Construction unless otherwise called for in

the plan notes, details, or supplemental specifications.

13. METHODS OF EXCAVATION IN EARTH

All excavation shall be by open cut from the surface, except in special cases where boring/jacking under pavement or structures may be required, or where boring/jacking under the root system will be required for tree root protection. All excavation shall be made in such a manner and to such depth, length, and width as will give ample room for building the structures, bracing, sheeting and supporting the sides of the excavation, pumping and drainage of ground water and sewage which may be encountered, and removal of all materials excavated. Special care shall be taken so that the soil below the bottom of structures to be built shall be left undisturbed so that a firm bed will be provided for construction. Any voids shall be backfilled with suitable granular material and shall be properly compacted.

14. TRENCH EXCAVATION

A. General

Excavation shall be of sufficient width and depth to provide adequate room for construction and installation of the work to the lines, grades and dimensions called for on the plans. Unless otherwise called for on the OWNER's standard details, the width of a trench from the invert to a height twelve (12) inches above the top of the pipe barrel shall be indicated as follows:

Pipe Size	Maximum Trench Width
4" through 12"	30"
Larger than 12"	O.D. + 24"

If the maximum trench width as specified above is exceeded, unless otherwise shown on the drawings, the CONTRACTOR shall install, at his own expense, such concrete

cradling or other bedding as is approved by the ENGINEER, to support the added load of the backfill.

Where trench excavation is in granular material, the last six (6) inches of trench depth shall be carefully excavated and trimmed by hand to the exact elevation and contour of pipe. Where trench excavation is in rock or clay soil, the trench bottom shall be undercut a minimum of four (4) inches below the final elevation of pipe. The bedding material as hereinafter specified shall be placed and compacted to the underside of the pipe.

Excavation for structures shall be made to the outside lines and surfaces of such structures wherever it is practicable to build directly against the sides and bottoms of excavations. In such cases, care shall be taken not to disturb the original foundation or backing. Final trimming shall be done by hand just before construction of the structure. If excess excavation is made, or the material becomes disturbed so as to require removal beyond the prescribed limits, the resulting space shall be refilled with bedding, as specified hereinafter, and solidly machine tamped into place to 95 percent of maximum unit weight before the construction work proceeds.

Excavation for structures shall be extended sufficiently beyond the limits of the structure to provide ample room for form construction and other construction methods to be followed, wherever necessary.

B. Bedding

Where the subgrade below the bottom of the pipe is disturbed during the construction, the space shall be refilled with sand or pea gravel bedding material solidly tamped to form a firm foundation for the pipe. Sand or pea gravel bedding material shall be extended to one (1) foot above the pipe, except that the bedding shall be exclusively pea gravel to the springline for pipe 36-inch and greater in diameter.

C. Amount of Trench Opening

Not more than 50 feet of trench shall be open at one time in advance of the pipe unless permitted by the ENGINEER. The length of street that may be occupied by the construction work at any one time shall be subject to the direction of the ENGINEER and will be based on requirements of the use of the street by the public. No more than 600 consecutive feet of street length shall be occupied at one time, and vehicle traffic through the street shall not be entirely stopped without permission of the ENGINEER.

After placement of the utility line, the Contractor shall backfill the trench promptly in order to minimize the length of open trench and avoid any unsafe conditions.

15. TRANSPORT OF NATIVE MATERIALS OFFSITE

If the Contractor encounters good materials (sand, gravel, topsoil, etc.) during the course of construction, he shall not be allowed to transport these materials offsite without the written approval of the Engineer. Wherever possible, suitable native sands and gravels shall be used as backfill rather than transporting them offsite and replacing them with non-native materials of a lesser quality.

16. STONE REFILL FOR TRENCH UNDERCUT

In locations where soil at the bottom of trench is unstable, the CONTRACTOR shall excavate (undercut) below the trench bottom and place stone refill as called for in the Materials Section of this specification.

17. EXCAVATION & TRENCH DEWATERING

The CONTRACTOR shall maintain any excavation or trench free of water during construction of any structures and/or pipelines. Water accumulated due to rainfall or runoff and minor groundwater inflow that

can be controlled through the use of portable trash, submersible or positive displacement pumps shall be considered normally expected and anticipated conditions associated with underground construction. This effort will be considered incidental to the cost of construction and will not be reimbursable at the unit price bid for dewatering in the proposal.

The required use of deep wells and/or well points to lower and maintain a reduction in the groundwater elevation below the trench bottom shall be subject to approval of the ENGINEER and shall constitute a reimbursable expense for trench or excavation dewatering. If a pay item for dewatering is included in the Bid Form, then the CONTRACTOR would receive payment for this work based upon the unit bid price. If there are no provisions in the contract for payment for dewatering (i.e. bid item or incidental to other pay items), then the CONTRACTOR shall submit a detailed estimate of the additional cost. Upon acceptance of the CONTRACTOR's estimate, the ENGINEER shall issue a change order. The CONTRACTOR must demonstrate that a continuous effort is required to control hydrostatic pressure in the construction area in order to claim compensation for dewatering.

The CONTRACTOR shall take adequate precautions to control the discharge of dewatering pumps so as to prevent soil erosion or sedimentation of drainage ditches, structures, storm sewers, culverts, natural drainage courses, ponds, lakes or wetlands.

The CONTRACTOR shall insure that discharge from any dewatering operations has a suitable outlet and that it will not cause any damage to adjacent dwellings or property. Water and discharge hoses shall be placed and/or controlled so as to prevent a hazard to pedestrians or motor vehicles passing in the vicinity of the construction site.

Electric pumps shall have suitable power supply appurtenances meeting NEC requirements and properly fused and grounded to prevent electrical shock hazards to on-site personnel.

Internal combustion engine driven pumps, if operated 24 hours per day, shall have adequate exhaust silencers in good repair to muffle engine noise to an acceptable level for the area where located.

18. DIVERTING EXISTING SEWERS

Where existing sewers or drains are encountered in the Work, adequate provision shall be made for diverting flow in the existing sewers so that the excavation will be kept dry during the progress of the construction work. Upon completion of the construction work, the existing sewers shall be restored or otherwise provided with an adequate outlet as directed by the ENGINEER.

19. SHEETING, BRACING & SHORING

Where required to properly support the surfaces of excavations to protect the construction work, adjacent work or workers, sheeting, bracing and shoring shall be provided. If the ENGINEER is of the opinion that at any point sufficient or proper supports have not been provided, he may order such additional supports at the expense of the CONTRACTOR, but neither the placing of such additional supports by the order of the ENGINEER nor failure of the ENGINEER to order such additional supports placed shall release the CONTRACTOR from his responsibility for the sufficiency of such supports and the integrity of the Work. In removing the sheeting and bracing after the construction has been completed, special care shall be taken to prevent any caving of the sides of the excavation and injury to the completed work or to the adjacent property.

20. SHEETING LEFT IN PLACE

Sheeting, bracing and shoring shall not be left in place after completion of the work except as required by the ENGINEER. Where sheeting, bracing, and shoring must be left in place in order to protect the work, adjacent structures, or property, it shall be cut off or left not less than two (2) feet below the established surface grade. If sheeting, shoring or bracing must be left in place, then it shall be paid for at the contract unit bid price that is shown on the Bid Form. If a pay item was not included on the Bid Form, then a work order shall be negotiated.

21. CROSSING EXISTING STRUCTURES/PIPES

During construction, it may be necessary to cross under certain sewers, drains, culverts, water lines, gas lines, electric conduits and other underground structures. Every effort shall be made to prevent damage to such structures. Wherever such structures are disturbed or broken, they shall be restored to good condition. Specified granular backfill shall be placed as described in Section 23, Backfilling. MDOT Grade S3 concrete shall be utilized where directed by the ENGINEER at no additional cost to the project. Either granular backfill or concrete shall be brought to the spring line of the higher utility.

22. TUNNELING TREES

Trees eight (8) inches in diameter or less will require a minimum tunnel length of eight (8) feet. Trees over eight (8) inches in diameter, measured four (4) feet above the ground surface, will require a minimum tunnel length equal to one foot for each inch of tree diameter.

Trees shall be tunneled whenever any portion of an excavation approaches within a distance equal to one-half the required tunnel length except as otherwise noted on the plans.

Tunneling under trees may be accomplished by one of the following methods:

- a. Boring and jacking casing pipe along with placement of a carrier pipe.
- b. Boring and jacking sewer pipe or water main without a casing pipe.
- c. Jacking sewer pipe or water main without boring and without a casing pipe.

Plan notes or existing field conditions shall indicate which method may be used for the tree tunneling work.

23. BACKFILLING

A. General

Backfilling shall include all work required as hereinafter specified. The placement of various pipe, including bedding and building of structures, shall be completed prior to backfilling.

Where called for on the plans, the CONTRACTOR shall backfill trenches and/or other excavations with suitable excavated material (not including gray or blue clay) replaced into the trench or excavation and compacted to not less than 95 percent of maximum unit weight as determined at existing moisture content during backfilling. Compaction shall be provided by means of suitable mechanical compaction equipment.

If the moisture content of cohesive backfill material exceeds the optimum moisture content for maximum density by more than three percent (3%), the CONTRACTOR shall dry the material to meet the foregoing moisture content limitation or provide, at his own expense, MDOT Granular Material Class III. No sloppy or wet backfill will be allowed.

Maximum unit weight will be determined by current methods of Test for Compaction and Density of Soil, AASHTO Designation T-180 or by the Cone Density Method

developed by MDOT, as the material may require.

The ENGINEER shall make compaction tests at all locations requiring granular backfill.

Any depression resulting from settlement of any backfill prior to the date of final payment for all work under this contract shall be brought to the proper grade and surface and made to match the adjacent surface.

B. Materials

Bedding, excavated backfill, and granular backfill shall conform to the requirements that were previously described in Parts 3 and 4 of this specification.

C. Compaction

Backfill material shall be placed in layers not to exceed 12 inches in thickness unless the contractor can demonstrate to the satisfaction of the Engineer that he can consistently attain the specified density on thicker lifts.

Specified compaction shall be obtained with the use of a bulldozer, sheepsfoot roller, mechanical tamper or other similar and effective equipment. Specified compaction means not less than 95 percent (not average 95 percent) of maximum unit weight when tested in accordance with current MDOT Specifications.

If excavated material is not suitable to obtain 95 percent minimum compaction, the CONTRACTOR shall, at his expense, remove unsuitable materials or add granular materials, or both, to obtain ninety-five percent (95%) minimum compaction as specified.

Compaction tests will be made by a representative of the OWNER and paid for by the OWNER, unless otherwise specified in the Contract Documents.

D. Backfilling Trenches

Bedding

The type of bedding required is shown on the detail drawings.

Bedding shall be worked under the haunches of the pipe to provide firm continuous support.

Bedding placed on the sides of and above the pipe shall be compacted by machine tamping to not less than ninety-five percent (95%) of maximum unit weight in layers not exceeding 12 inches in depth.

Trench or Excavated Area

All trenches in paved streets, shoulders, traveled roadways, parking areas and driveways shall be backfilled with suitable excavated backfill or granular backfill, as shown on the drawings from one (1) foot above top of pipe up to the required subgrade elevation which will allow for placement of the required gravel base and/or pavement surface. The approved excavated backfill or granular backfill shall be placed and thoroughly and uniformly compacted by machine tamping to the specified compaction. With the approval of the ENGINEER, water jetting may be accepted in lieu of tamping for granular backfill only.

Specified compaction shall be required of the entire trench when the edge of trench is within three (3) feet of edge of pavement. On road crossings, specified compaction shall extend ten (10) feet beyond the edge of pavement for paved roadways with gravel shoulders or shall extend three (3) feet beyond the back of curb for roadways with curb.

Trenches under concrete sidewalks and bike paths shall be backfilled from one foot above top of pipe to a level four (4) inches below finished grade of the sidewalk with approved suitable excavated backfill or

granular backfill and compacted to ninety-five percent (95%) maximum density.

Trenches not in paved streets, shoulders, traveled roadways, parking areas, driveways or under sidewalks, shall be backfilled from one (1) foot above the top of the pipe up to the ground surface (except as noted under the Restoration Specification) with suitable excavated backfill and shall require compaction equal to adjacent undisturbed earth.

Wherever gas mains, water mains, sewers, or other utilities are located in the trench area, granular backfill shall be used for backfill from bottom of the trench up to the springline of the pipes. Granular backfill shall be placed across the full trench width and extend far enough either side of the existing pipe to allow specified compaction so as to thoroughly support the pipe within the trench area.

E. Backfilling Around Structures

As soon as practicable after concrete structures have set, forms and debris shall be removed and the surface of the concrete pointed. After the structure has been checked and approved, the excavated area around the structure shall be backfilled up to specified subgrade with granular material or suitable excavated material as called for on the drawings for the adjacent trench. The fill shall be thoroughly compacted by machine tamping. No large boulders or masonry shall be placed in backfill. No backfill will be placed against manhole walls within 48 hours after the plaster coat has been applied to the outside of the walls nor shall backfill be placed about concrete structures until concrete has attained at least 75 percent of its design strength and approval of the ENGINEER has been obtained.

24. PLACING AND COMPACTING EMBANKMENT

Embankment material for fill work shall be placed and compacted in accordance with

Section 2.05.03H of the MDOT Standard Specification for Construction.

25. DISPOSAL OF EXCAVATED MATERIAL

After all suitable excavated material has been used on site, the CONTRACTOR shall be responsible for properly removing and disposing of the excess.

The CONTRACTOR shall also be responsible for disposing of all other excavated materials that are unsuitable for use as fill or backfill. Unsuitable materials may include, but are not limited to, broken concrete, asphalt, rock, stone, and other related debris. The CONTRACTOR shall be required to obtain his own disposal areas and permits and shall receive no additional compensation for this disposal work.

Surplus or unsuitable material shall not be disposed of either temporarily or permanently beyond the plan grading limit line or across any wetland or flood plain unless the plans provide for such placement.

Any agreements that the CONTRACTOR makes with local residents concerning the placement of fill on private property shall be the sole responsibility of the CONTRACTOR. The OWNER will not become involved with any such agreements and will not be liable for damages that the CONTRACTOR may cause to private property.

Placement of fill on private property may require that the resident or CONTRACTOR obtain a grading permit or fill permit from the OWNER.

26. FINAL CLEANUP & GRADING

Upon completion of the construction, and before final payment is made, the CONTRACTOR shall restore his working area to as clean a condition as existed before his operations were started. He shall go over the entire line and refill any place that may

have settled. He shall then re-grade and put in shape all backfilled trenches, all fills he may have made from excess excavated materials, and all other areas that may have been disturbed through all operations.

27. CONTRACTOR SAFETY REQUIREMENTS

The excavation and trenching operations shall be conducted by the CONTRACTOR in a manner that will provide safe working conditions for all persons on the site who may be affected by the Work. The CONTRACTOR shall also conduct his operations in a manner that will protect adjacent property from damage.

Trench sides shall be either cut back to the slope as necessitated by soil and ground water conditions which will provide stable sides, or supporting systems shall be installed that are capable of restraining the earth sides from movement. A qualified employee of the CONTRACTOR shall design the trench supporting systems.

The CONTRACTOR shall employ, at all times at the site of the work, a qualified person who will be responsible for the safety of both the work and workmen, and who will make all the decisions relevant to the stability of trenches, the adequacy of any and all protective devices, proper operation of equipment, and all other matters related to safety.

The CONTRACTOR shall not store, along and adjacent to the trench, excavated material, heavy equipment, backfill materials, sewer pipe, or other construction materials which may impose too great a load on the earth and cause displacement or caving of the earth. The CONTRACTOR shall, at all times, provide a safe means of emergency exit from all trench excavations.

End of Section

RESTORATION

Table of Contents

General

1.	Scope of Work	1
2.	Shop drawings	1
3.	MDOT Standards	1

Materials

4.	Aggregate	2
5.	Bituminous Surface, Leveling, & Base Courses	2
6.	Concrete Pavement, Sidewalks, Curb & Gutter	2
7.	Topsoil	2
8.	Seed & Fertilizer	3
9.	Mulch & Mulch Blankets	3
10.	Sod	4
11.	Fencing	4
12.	Trees & Shrubs	4
13.	Timber Posts	4
14.	Traffic Signs & Posts	4

Construction

15.	Pavement Striping	4
16.	Pavement Restoration	4
17.	Turf Establishment	6
18.	Fencing	7
19.	Guardrail	8
20.	Tree & Shrub Planting	8
21.	Mailboxes	8
22.	Traffic Signs & Posts	8
23.	Permanent Pavement Striping	8
24.	Drainage Structures, Culverts, & Ditches	8
25.	Progress of Final Restoration	8

GENERAL

1. SCOPE OF WORK

This work shall be subject to conditions of the General Conditions, General Specifications and include the furnishing of labor, materials, tools, accessories, equipment and services necessary for restoration of the surfaces shown on the Contract drawings and/or as herein required.

This work shall include replacement of all permanent type roadway surfaces, concrete sidewalks, curb and gutters, driveways, trees, culverts, fences, ditches, and miscellaneous items damaged or removed due to construction. Disposal of excess or unsuitable materials shall be considered as part of the restoration work. All such work shall be in accordance with the best modern practice, the OWNER's standards, and as specified herein.

Prior to performing work under this section, the CONTRACTOR shall submit to the ENGINEER for approval his construction methods and design mixes, sieve analysis and/or certification of compliance with the 2012 Michigan Department of Transportation (MDOT) Standard Specifications for Construction except where otherwise noted. No permanent surface restoration shall be performed until all underground work has been approved.

In the event that these specifications conflict with those of the OWNER or the controlling agency, the more stringent requirements shall govern.

2. SHOP DRAWINGS

When required by the ENGINEER, shop drawings shall be furnished as prescribed under the General Conditions.

Before the CONTRACTOR orders any restoration materials that he is proposing to use as substitutes for specified items, he shall submit details of the substitutes to the ENGINEER for consideration and approval.

3. MDOT STANDARDS

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

MATERIALS

4. AGGREGATE

a. Gravel Approaches and Roads

Natural aggregate shall be used for gravel approach (driveways) and road restoration and shall meet the requirements of MDOT 21AA or 22A as shown in Table 902-1 of the MDOT Standard Specifications for Construction.

b. Shoulders

Natural aggregate shall be used for shoulders and shall meet the requirements of MDOT 21AA, 22A, or 23A as shown in Table 902-1 of the MDOT Standard Specifications for Construction.

c. Base Course

Natural aggregate shall be used for base course construction and shall meet the requirements of MDOT 21A, 21AA, or 22A as shown in Tables 902-1 and 902-2 of the MDOT Standard Specifications for Construction.

5. HOT MIX ASPHALT SURFACE, LEVELING, & BASE COURSES

Hot mix asphalt materials used for pavement construction shall meet the requirements of section 501.02 of the MDOT Standard Specifications for Construction or the requirements of the controlling agency as called for on the construction plans.

6. CONCRETE PAVEMENT, SIDEWALKS, CURB & GUTTER

Concrete used for pavement, sidewalk, and curb and gutter construction shall meet the requirements of MDOT grade P1 concrete or the requirements of the controlling agency as called for on the construction plans. MDOT grade P-NC may also be used where circumstances require the use of a

high-early strength concrete. Refer to Table 601-2 of the MDOT Standard Specifications for Construction.

7. TOPSOIL

Topsoil shall be screened and shall consist of loose black-colored soil that is suitable for the growth of grass seed or sod. The topsoil shall be obtained from the upper layer of an existing fertile soil and be free of limbs, twigs, rocks, stones, muck, roots and debris, etc. and containing organic matter rich in nutrients with negligible clay content.

Topsoil shall meet the following requirements:

- a. The pH range shall be from 6.0 to 7.5. Topsoil outside of this range shall be amended by the addition of pH adjusters as approved by the Engineer.
- b. The organic matter content shall range between 2% and 6% (by dry sample weight).
- c. The soil texture shall be a sandy loam, silt loam, or loam where the sand, silt, and clay contents (by dry sample weight) fall within the following ranges:

Sand.....	40% to 65%
Silt	25% to 60%
Clay	5% to 15%

- d. The gradation shall be as follows:

Sieve Designation	% Passing
1 inch screen	100
0.25 inch screen	97 - 100
No. 10 U.S.S. mesh sieve	95 - 100
No. 140 U.S.S. mesh sieve	15 - 35

- e. The soil salinity as measured by the electrical conductivity of a saturated soil

sample shall not exceed 2dS/m (decisiemens/meter).

- f. Topsoil samples may be taken from stockpiles by the ENGINEER for submission to a testing laboratory. Topsoil that does not meet the required specifications shall be removed from the project site by the CONTRACTOR and shall be replaced with suitable topsoil that meets the testing requirements.

8. SEED & FERTILIZER

Seed and fertilizer shall meet the following requirements:

Table R-1

Location	Seeding* Requirement	Fertilizer Requirement
Maintained Lawn Areas	MDOT Type THM Mix (20% Perennial Rye, 30% Kentucky Blue, 50% Red Fescue) applied at 220 lbs./acre	MDOT Class A, 228 lbs./acre
Fields, Slopes & Ditch Banks, Etc.	MDOT Type THV Mix (30% Perennial Rye, 15% Kentucky Blue, 45% Red Fescue, 10% Fults Salt) applied at 220 lbs./acre	MDOT Class B, 120 lbs./acre

* percent mixture proportions by weight

All grass seeding shall meet the requirements for purity and germination as called for in the MDOT Standard Specifications for Construction Table 917-1 for Seed Mixtures. Seed shall be delivered in durable containers which show the

manufacturer's name, lot number, weight, contents, purity, and germination. Although Table R-1 lists only two typical seeding mixtures, other seeding mixtures shown in MDOT Tables 816-1 and 917-1 may be used where approved by the Engineer.

9. MULCH & MULCH BLANKETS

Mulch and mulch blankets shall meet the following requirements:

- a. Loose Mulch. Mulching material shall consist of any straw or marsh hay in an air-dry condition. Hay in an air-dried condition will be permitted only when straw mulch or marsh hay is unavailable. Mulch materials shall be undamaged, rot free, clean, substantially free of weed seed and other objectionable foreign matter.

- b. Mulch Blankets (for moderate runoff condition). Mulch Blankets shall be one of the following or an approved equal:

S1 Erosion Control Blanket –
BonTerra America

Contech ERO-MAT -
Contech Construction Products

Erosion Control Blanket DS-75 –
North American Green

- c. High Velocity Mulch Blankets (for medium to heavy runoff condition). High velocity mulch blankets shall be one of the following or an approved equal:

S2 Erosion Control Blanket –
BonTerra America

Contech High Velocity ERO-MAT –
Contech Construction Products

ECS High Impact Excelsior Blanket –
Erosion Control Systems, Inc.

ECS High Velocity Straw Mat –
Erosion Control Systems, Inc.

Erosion Control Blanket DS-150 –
North American Green

10. SOD

Sod shall meet the requirements of Section 917.13 of MDOT Standard Specifications for Construction. The Contractor shall keep the sod watered until a vigorous growth is established.

Sod must be an upland mineral soil sod. Sod must be grown on loam soils. Sod grown on peat is not acceptable for use.

11. FENCING

Chain link and woven wire fence materials shall meet the requirements of Section 907 of MDOT Standard Specifications for Construction. Chain link fabric shall be as called for on the construction drawings (aluminum-coated, zinc-coated, or vinyl-coated). Fences made of other materials (wood board, split rail, iron, etc.) shall be replaced in kind or as called for on the construction drawings. In this case, fence materials and construction methods shall meet the applicable standards of ASTM.

12. TREES & SHRUBS

Trees and shrubs shall be quality, nursery-grown stock with adequate root growth (balled and burlapped). Nursery stock shall meet the standards of the current edition of the American Standard for Nursery Stock as published by the American Association of Nurserymen, as well as the standards of Section 917 of the MDOT Standard Specifications for Construction.

13. TIMBER POSTS

Timber used for fence, guide, guard and mailbox posts shall meet the requirements of Section 912.08 of the MDOT Standard Specifications for Construction.

14. TRAFFIC SIGNS & POSTS

Traffic and street signs that are removed or damaged shall be replaced in kind. The materials used for such sign and post replacements shall meet the applicable standards of Section 919 of the MDOT Standard Specifications for Construction.

15. PAVEMENT STRIPING

Pavement striping materials shall meet the requirements shown in Section 920 of the MDOT Standard Specifications for Construction.

CONSTRUCTION

16. PAVEMENT RESTORATION

The aggregate and pavement thicknesses shown in the following sections are intended to be a guideline for minimum thicknesses. Thicker sections may be required depending upon the requirements of the OWNER or the controlling agency. All pavements shall be restored to the elevation and section that existed prior to construction.

a. Gravel Shoulders and Approaches

Gravel shoulders and approaches shall be constructed as described in Section 307.03 of the MDOT Standard Specifications for Construction.

Gravel shoulder restoration shall consist of placement and compaction of MDOT 21AA limestone or MDOT 22A gravel on a suitable subgrade to form a minimum six (6) inch thick section. The 21AA limestone or 22A gravel shall be compacted to a minimum density of ninety-eight (98) percent of the maximum unit weight. The restored shoulder width shall match the existing width.

Restoration of gravel approaches shall consist of placement and compaction of MDOT 21AA limestone or MDOT 22A gravel on a suitable subgrade as called for

on the plans to form a minimum six (6) inch thick section. The 21AA limestone or 22A gravel shall be compacted to a minimum density of ninety-eight (98) percent unit of the maximum unit weight. The restored approach width shall match the existing width.

b. Gravel Roads

Restoration of gravel roads shall consist of placement and compaction of MDOT 21AA limestone, MDOT 22A gravel, or MDOT 23A gravel as called for in the plan details to form a minimum eight (8) inch thick section. The restored road width shall match the existing road width. Gravel roads shall be constructed as described in Section 306.03 of the MDOT Standard Specifications for Construction.

c. Aggregate Base Courses

Aggregate base courses shall be placed and compacted to the thickness and width as called for on the plan details and as described in Section 302.03 of the MDOT Standard Specifications for Construction. Unless otherwise indicated in the Supplemental Specifications, aggregate base courses shall be compacted to a minimum density of ninety-eight (98) percent of the maximum unit weight.

d. Sawcutting

All pavement, curb and gutter, and sidewalk removals shall be accomplished by sawcutting with a power-driven concrete saw. Sawcutting shall be full depth for all pavements (concrete, bituminous, concrete with bituminous overlay).

In bituminous pavement, sawcut lines shall be parallel with or perpendicular to the direction of vehicle travel.

In concrete pavement, sawcut lines shall be cut parallel with pavement joints. Sawcuts shall not be nearer than five (5) feet to a transverse joint, to the center of pavement,

or to the edge of pavement such that no existing or replacement pavement section shall be less than five (5) feet in width. If the proposed sawcut is nearer than five (5) feet to a joint or centerline of a pavement, then removal and replacement shall be extended to said joint or centerline.

If an integral concrete curb is to be removed, then the minimum removal width shall be eighteen (18) inches.

e. Hot Mix Asphalt (HMA) Pavement

Hot mix asphalt pavements shall be constructed in accordance with the plan details and Section 501 of the MDOT Standard Specifications for Construction. Where new asphalt pavement is to adjoin existing asphalt pavement, a two (2) foot wide butt joint shall be constructed. A bond coat shall be applied to the existing pavement surface. Unless otherwise called for in the plan details, the following sections shall apply as a minimum:

Bike paths:	3" HMA over 4" 21AA aggregate base (with soil sterilant application)
Residential driveways:	3" HMA over 6" 21AA aggregate base
Commercial driveways:	4" HMA over 8" 21AA aggregate base; or 8" asphalt
Residential streets:	4" HMA over 8" 21AA aggregate base; or 8" asphalt
Collector road:	9" HMA over 6" 21AA aggregate base

The laboratory density of HMA pavement shall be determined by the Marshall Procedure ASTM D-1559 using 50 blows on each of the specimens as the compactive effort. One set of three (3) specimens shall be made on the first day of placement and on subsequent days as determined by the Engineer.

The measurement of field-compacted density shall be done with a nuclear gage. The percent of compaction obtained shall be determined by dividing the field-compacted density by the laboratory density and multiplying the result by 100. Unless otherwise indicated in the plan details or Supplemental Specifications, all HMA pavements shall be compacted to a minimum calculated density of 97%.

Density tests shall be taken on the completed pavement at a frequency of one test every 500 linear feet of paving lane, except for the last unit which will be 500 linear feet, plus any fractional unit less than 250 feet in length, or will be a fractional unit of 250 feet or more in length. Miscellaneous areas such as intersections, crossovers and widening lanes less than 250 feet long will be tested as directed by the Engineer.

f. Concrete Pavement

Concrete pavements shall be constructed in accordance with the plan details as well as Sections 602 and 801 of the MDOT Standard Specifications for Construction. Where new concrete pavement is to be anchored to old pavement, dowel bars and lane ties shall be installed in accordance with MDOT Standard Plans. Joints shall be installed in the new concrete pavement to match existing joint types and locations. Reinforcing steel shall be similar to that in the existing pavement and shall provide the same cross sectional area of reinforcement per foot as the existing pavement. Unless otherwise called for in the plan details, the following sections shall apply as a minimum:

Residential driveways:	6" non-reinforced concrete over 4" sand base
Commercial driveways:	8" non-reinforced concrete over 4" sand base
Residential	8" non-reinforced concrete

streets: over 6" sand base

Collector road: 9" non-reinforced concrete over 6" sand base

g. Concrete Sidewalk and Ramps

Concrete sidewalks and ramps shall be constructed in accordance with the plan details and Section 803 of the MDOT Standard Specifications for Construction. Unless otherwise called for in the plan details, the following sections shall apply as a minimum:

Sidewalks:	4" concrete over 4" sand base
Sidewalks (at residential drive crossing):	6" concrete over 4" sand base
Sidewalks (at commercial drive crossing):	8" concrete over 4" sand base
Sidewalk ramps:	4" concrete over 4" sand base

h. Concrete Curb and Gutter

Concrete curb and gutter shall be constructed in accordance with plan details and Section 802 of the MDOT Standard Specifications for Construction.

17. TURF ESTABLISHMENT

The CONTRACTOR shall furnish and place topsoil, seed, or sod, and fertilizer for all areas that were disturbed during construction. Seed and sod shall be installed in accordance with the seasonal limitations that are described in section 816.03 of the MDOT Standard Specifications for Construction unless directed otherwise by the Engineer.

a. Topsoil

Unless otherwise called for on the plans, a minimum of three (3) inches of topsoil shall be placed for areas that are to be restored with seeding or sodding. Topsoil shall be placed on a prepared earth bed in accordance with Section 816.03A of the MDOT Standard Specifications for Construction.

The existing earth bed shall be graded such that the placement of topsoil and sod will meet the final plan grades.

b. Seed

Seeding shall be sown in accordance with Section 816.03C of the MDOT Standard Specifications for Construction. The application rate for the seeding shall be as shown in the table in part 8 of the Materials Section.

c. Mulch and Mulch Blankets

Mulch and mulch blankets shall be placed over seeded areas as called for in Section 816.03E through H of the MDOT Standard Specifications for Construction. If mulch blankets must be secured to a slope, then biodegradable netting and biodegradable earth staples shall be used.

Mulch anchoring shall be considered as incidental to mulch placement unless a pay item for mulch anchoring has been included in the Bid Form.

d. Sod

Sod shall be placed in accordance with Section 816.03D of the MDOT Standard Specifications for Construction.

A sod cutter shall be used to establish a smooth vertical edge when new sod is to abut existing sod.

e. Fertilizer

Fertilizer shall be placed in accordance with Section 816.03B of the MDOT Standard Specifications for Construction. The

application rate for the fertilizer shall be as shown in table in Part 8 of the Materials Section.

f. Watering and Maintenance

It is the responsibility of the CONTRACTOR to regularly water new seed and sod in order to establish a dense lawn of permanent grasses that is free from mounds and depressions. Any portion of a sodded area that "browns-out" or does not firmly knit to the soil base, or any portion of a seeded area that fails to show a uniform germination, shall be resodded or reseeded. Such resodding or reseeding shall be at the CONTRACTOR's expense and shall continue until a dense lawn is established.

Watering seed and sod shall be considered as incidental to the turf establishment work unless a pay item for water has been included in the Bid Form.

18. FENCING

Prior to the start of any fence restoration work, the CONTRACTOR shall verify that the line and grade are correct.

a. Removing and Replacing Existing Fences

Fences shall be removed and replaced or shall be removed as indicated on the Plans or as directed by the ENGINEER. If any of the existing material is damaged or destroyed, the CONTRACTOR shall replace the material at his expense. Replacement fence material shall be of a condition comparable to that which existed prior to construction.

After the fence removal or relocation operations are complete, all surplus material shall be removed and disposed of by the CONTRACTOR at his expense unless otherwise called for on the Contract Documents.

Any holes or voids resulting from the fence post removal operation shall be backfilled

with a suitable material, as approved by the ENGINEER.

b. Placing New Fence

Woven wire and chain link fencing shall be installed in accordance with Sections 808.03A and D of the MDOT Standard Specifications for Construction. If called for on the plans, a top rail shall be used in place of tension wire for the chain link fence construction. Other fence types (timber, boulders, decorative rock, etc.) shall be constructed in accordance with plan details.

19. GUARDRAIL

Guardrail shall be placed in accordance with Section 807 of the MDOT Standard Specifications for Construction. Guardrail design shall be approved by the ENGINEER and shall conform to the current applicable standards of the agency that has jurisdiction of the right-of-way.

Any holes or voids resulting from the guardrail post removal operation shall be backfilled with a suitable material, approved by the ENGINEER.

20. TREE & SHRUB PLANTING

Trees and shrubs shall be planted in accordance with Section 815 of the MDOT Standard Specifications for Construction. Nursery stock shall conform to the standards shown in the American Standard for Nursery Stock (ANSI Z60.1-1996).

Watering and cultivating trees and shrubs during the establishment period shall be considered as incidental to the tree and shrub planting work unless a pay item for watering and cultivating has been included in the Bid Form.

21. MAILBOXES

Where mailbox post replacement is called for on the plans, new mailbox posts shall be

furnished and installed in accordance with Section 807 of the MDOT Standard Specifications for Construction and the plan details.

22. TRAFFIC SIGNS & POSTS

Placement of traffic signs and posts shall be done in accordance with the applicable Sections in 810 of the MDOT Standard Specification for Construction, the current edition of the Michigan Manual of Uniform Traffic Control Devices, and the plan details.

23. PERMANENT PAVEMENT STRIPING

Permanent pavement striping shall be placed in accordance with the plan details and Section 811 of the MDOT Standard Specifications for Construction.

24. DRAINAGE STRUCTURES,
CULVERTS, & DITCHES

As part of restoration, the CONTRACTOR shall be responsible for cleaning out all drainage structures, culverts, and ditches that are located within the area of construction. All ditches shall be restored such that drainage will flow freely. The cost of this work shall be considered as incidental to the project.

25. PROGRESS OF FINAL
RESTORATION

If in the judgement of the OWNER, adequate site restoration efforts are not being expended, including but not limited to, roadway, driveway and drainage maintenance, removal of surplus materials, restoration of all signs, mail boxes and like items, then the OWNER will take the necessary steps to perform such restoration and shall charge the CONTRACTOR for all of the costs until proper order is restored.

End of Section

METHOD OF PAYMENT

GENERAL.....	2
Silt fence	3
Remove Tree.....	3
Remove Stump.....	3
Remove Pavement	4
Remove Sidewalk	4
Remove Concrete Curb and Gutter.....	4
Earth Excavation.....	5
Remove and Reset Salvaged Sprinkler Head.....	5
Concrete Curb & Gutter.....	5
Concrete Sidewalk	6
Concrete Sidewalk Ramp.....	6
Hot Mix Asphalt (HMA) Pavement.....	7
Surface Restoration.....	7
Reset Frame and Cover.....	7
Replace Frame and Cover.....	8
Integral concrete curb	8
Detectable Warning	8
Easement Conditions	9
Relocate or Brace Utility Poles and Guy Wires.....	9
Water Valve Box Adjustment.....	9
Private Utility Adjustment	9
Miscellaneous Restoration Items	9
Final Clean Up	9

METHOD OF PAYMENT

GENERAL

A. PRICES AND MEASUREMENT:

Payment for work under this contract will be based on a unit price or lump sum for work actually completed. Final measurements of the work will be taken by the Engineer to determine the amount of work done and thereby determine the total cost. The method of applying the unit prices to measured quantities will be as herein specified. Payment will include the cost of all labor, tools, materials, and equipment necessary to do the work.

Several items may have been included in the bid form but may not be called for on the plans. These items have been included in order to establish a unit price in the event that the item of work is necessary. The Contractor should be aware that these items may increase, decrease, or be zero based on field conditions, or Owner direction.

B. INCIDENTAL ITEMS:

Any items of work indicated as incidental or included shall be considered as part of the project work and shall be completed at no additional expense to the Owner. Incidental or included items shall include labor, materials, and equipment that may not be specifically listed in the Bid Form or in the drawings or specifications, but which are necessary to complete the work.

C. PERMITS:

A number of permits have been applied for by the Owner of this project. The permits must be acquired from the appropriate agency by the Contractor when they are approved. Any permit fees, bonds, and/or permit agency inspection costs will be the responsibility of the Contractor and shall not result in additional cost to the Owner. A list of permits required for this project is shown in the Supplemental Instructions to Bidders section.

SILT FENCE

(Bid Item 1)

The completed work as measured for SILT FENCE will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Silt Fence	feet

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to furnish, install, and maintain soil erosion control silt fence measures in compliance with applicable laws and permit requirements. Maintenance work will include removal and replacement of silt fence as directed by the Engineer. Removal of erosion control measures, accumulated sediment, and debris upon completion of the project shall be considered as included as part of the work. Restoration of disrupted areas shall be paid for separately under the appropriate surface restoration pay items.

REMOVE TREE

(Bid Item 2,3)

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

<u>Pay Item</u>	<u>Pay Unit</u>
Remove Tree, 6" – 18"	each
Remove Tree, 19" – 36"	each

The size of trees will be determined by the average diameter of the tree trunk, measured to the nearest full inch, at a point 4 ½ feet above the base of the tree at the ground line. Trees having major limbs lower than 4 ½ feet from the ground shall be measured at the smallest diameter below such limbs.

The contract unit price shall be payment in full for all labor, material and equipment necessary to completely remove the tree, including all foliage and root systems, backfill the remaining hole, and to properly dispose of the materials off site. When tree removal is called for, the payment shall include removal of the stump. Separate payments for tree and stump removal shall not be made for the same tree. Removal of trees under 6" in diameter as well as logs, debris, brush, shrubs, topsoil, and other vegetation will be considered as incidental to Excavation, Earth.

REMOVE STUMP

(Bid Item 4,5)

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

<u>Pay Item</u>	<u>Pay Unit</u>
Remove Stump, 6"- 18"	each
Remove Stump, 19"-36"	each

Stumps shown on the plans to be removed will be measured as the average diameter of the top of the stump. Measurement will be to the nearest full inch.

The contract unit price shall be payment in full for all labor, material and equipment necessary to completely remove the stump, including all root systems, backfill the remaining hole, and to properly dispose of the materials off site. Removal of stumps under 6" in diameter as well as logs, debris, brush, shrubs, topsoil, and other vegetation will be considered as incidental to Excavation, Earth.

REMOVE PAVEMENT

(Bid Item 6)

The completed work as measured for REMOVE PAVEMENT will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Remove Pavement	square yard

Pavement removal shall be measured in place by area in square yards. The removal area shall be based upon the average length and width measurements as determined in the field by the Engineer.

The contract unit price shall be payment in full for all labor, material and equipment required to sawcut, remove, and properly dispose of the pavement off site. The contract unit price shall apply to pavement of any thickness (both bituminous and concrete).

REMOVE SIDEWALK

(Bid Item 7)

The completed work as measured for REMOVE SIDEWALK will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Remove Sidewalk	square yard

Concrete sidewalk removal shall be measured in place by area in square yards. The removal area shall be based upon the average length and width measurements as determined in the field by the Engineer.

The contract unit price shall be payment in full for all labor, material and equipment required to sawcut, remove, and properly dispose of the sidewalk and ramps off site. The contract unit price shall apply to sidewalk of any thickness.

REMOVE CONCRETE CURB AND GUTTER

(Bid Item 8)

The completed work as measured for REMOVE CONCRETE CURB AND GUTTER will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Remove Concrete Curb and Gutter	feet

Concrete curb and gutter removal shall be measured along the gutter line in linear feet.

The contract unit price shall be payment in full for all labor, materials and equipment required to sawcut, remove, and properly dispose of the concrete curb and gutter offsite.

EARTH EXCAVATION

(Bid Item 9)

The completed work as measured for EARTH EXCAVATION will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Excavation, Earth	cubic yard

Station grading for pathway construction shall be measured along the centerline of pathway from end of path to end of path. One station equals one hundred feet.

The contract price shall include the work necessary to remove the earthwork in advance of the sidewalk and ramp construction. Removing topsoil and vegetation, root trimming, clearing, brushing, and removal of trees under 6 inches in diameter shall be considered as part of the work unless separate pay items have been included in the bid form.

REMOVE AND RESET SALVAGED SPRINKLER HEAD

(Bid Item 10)

The completed work as measured for REMOVE AND RESET SALVAGED SPRINKLER HEAD will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Remove and Reset Salvaged Sprinkler Head	each

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to remove and salvage existing sprinkler heads and to reset them in the same location or a new location as called for on the plans. Removing, salvaging, and relaying existing sprinkler lines shall be considered as included in the sprinkler head work unless a separate pay item is included in the Bid Form for new sprinkler lines. Any sprinkler heads or lines that are damaged by the contractor shall be replaced in kind with new materials at no additional cost to the Owner.

CONCRETE CURB & GUTTER

(Bid Item 11)

The completed work as measured for CONCRETE CURB & GUTTER will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Concrete Curb & Gutter, Detail F4	feet

Concrete curb & gutter shall be measured in place by linear feet. The length shall be measured along the gutter line from end of curb to end of curb. Curb endings and curb drops shall all be measured and paid for as concrete curb and gutter, detail F4.

The contract price shall be payment in full for all labor, materials, and equipment necessary to construct the concrete curb and gutter in accordance with the plan details. Any excavation, subgrade compaction, backfilling behind the curb, disposal of excess materials, joints, curing compound, and placement of curb drops shall be considered as incidental to the curb and gutter construction.

CONCRETE SIDEWALK

(Bid Item 12,13)

The completed work as measured for CONCRETE SIDEWALK will be paid for at the contract unit prices for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Concrete Sidewalk, 4"	square feet
Concrete Sidewalk, 6"	square feet

Concrete sidewalk shall be measured in place and shall be paid for based upon the length and width measurements of the sidewalk area as determined by the Engineer.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to construct sidewalk of the required thickness in accordance with the plan details. Furnishing, placing, and compacting a 4-inch thick sand base shall be considered as incidental to the sidewalk placement. Any necessary excavation, backfill, and disposal of excess materials shall also be considered as incidental to the sidewalk construction.

CONCRETE SIDEWALK RAMP

(Bid Item 14)

The completed work as measured for CONCRETE SIDEWALK RAMP will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Concrete Sidewalk Ramp, ADA	square feet

Concrete sidewalk ramps shall be measured in place and shall be paid for based upon the length and width measurements of the sidewalk ramp area as determined by the Engineer. The calculation will include the area to receive the detectable warning insert. The insert will be paid for separately as defined under Detectable Warning, ADA, Bid Item 21. The level landing will be paid for under Concrete Sidewalk, 4", and will not be considered for payment under this item. The curb in front of the ramp will be paid for under Concrete Curb & Gutter, Detail F4, Bid Item 11.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to construct sidewalk ramp of the required thickness in accordance with the plan details. Furnishing, placing, and compacting a 4-inch thick sand base shall be considered as incidental to the sidewalk placement. Any necessary excavation, backfill, and disposal of excess materials shall also be considered as incidental to the sidewalk ramp construction.

HOT MIX ASPHALT (HMA) PAVEMENT

(Bid Item 15)

The completed work as measured for HOT MIX ASPHALT (HMA) PAVEMENT will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
HMA, 13A	tons

HMA pavement for road paving shall be measured in tons based upon certified weight delivery tickets.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to construct the HMA pavement in accordance with the plan details. Furnishing and applying bond coats, pavement compaction, and protection of the work shall all be considered as incidental to HMA pavement construction. The application method and coverage rate shall be in accordance with the manufacturer's recommendations.

SURFACE RESTORATION

(Bid Item 16,17)

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

<u>Pay Item</u>	<u>Pay Unit</u>
3" Topsoil and Sod	square yard
3" Topsoil, Seeding Mix Type THM, and Mulch	square yard

Surface Restoration with seed or sod shall be measured in place by square yards and shall be based upon the average length and width measurements of the restored area as determined by the Construction Observer.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to furnish and place the topsoil, seed, and mulch or topsoil and sod as called for on the plans and specifications. Watering seed or sod until vigorous turf growth is established shall be considered as incidental to the surface restoration work unless a separate pay item for water is included in the Bid Form.

Application of mulch anchoring shall be considered as incidental to the placement of the mulch unless a separate pay item for the mulch anchoring has been included in the Bid Form.

RESET FRAME AND COVER

(Bid Item 18)

The completed work as measured for RESET FRAME AND COVER will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Reset Frame and Cover	each

The contract unit price shall be payment in full for all labor, tools, equipment and materials required to complete the work in accordance with the project details and specifications.

This item shall be paid when the structure involved requires removal and resetting of the existing frame and cover. Adjusting the rim elevation within 0.2' of the existing rim elevation shall be considered as included in this pay item.

REPLACE FRAME AND COVER

(Bid Item 19)

The completed work as measured for REPLACE FRAME AND COVER will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Replace Frame and Cover	each

The contract unit price shall be payment in full for all labor, tools, equipment and materials required to complete the work in accordance with the project details and specifications.

This item shall be paid when the structure involved requires removal of the existing frame and cover and replacement with a new frame and cover. Payment shall include furnishing the new frame and cover and delivery of the existing frame and cover to the OWNER. Adjusting the rim elevation within 0.20' of the existing rim elevation shall be considered as included in this pay item.

INTEGRAL CONCRETE CURB

(Bid Item 20)

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

<u>Pay Item</u>	<u>Pay Unit</u>
Integral Concrete Curb	feet

Integral Concrete Curb shall be measured in place by linear feet. The length shall be measured along the face of curb from end of curb to end of curb.

The contract price shall be payment in full for all labor, materials, and equipment necessary to construct a 6" wide curb between 1" and 18" in height along the sidewalk in accordance with the plan details. Any excavation, subgrade compaction, backfilling behind the curb, disposal of excess materials, joints, curing compound, and placement of curb drops shall be considered as incidental to the curb and gutter construction.

DETECTABLE WARNING

(Bid Item 21)

The completed work as measured for DETECTABLE WARNING will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Detectable Warning Surface	each

The contract unit price shall include all labor, material, and equipment necessary to install a two-foot wide detectable warning strip across the full width of the concrete ramp or as directed by the engineer. The detectable warning strips shall be Armor-Tile or approved equal and shall be Brick Red (Federal Color No. 22144) in color. No painted/stamped concrete detectable warning strips shall be allowed. Ramps shall be constructed to full compliance of the ADA STANDARDS FOR ACCESSIBLE DESIGN as published in the Title III regulations (28 CFR Part 36, revised July 1, 1994) issued by the Department of Justice. The ADA Standards for Accessible Design are in Appendix A of the Title III Regulations.

EASEMENT CONDITIONS

The Contractor shall be required to review and comply with easement conditions that are shown on the plans or contract documents. Compliance with easement conditions shall be considered as incidental to the overall project cost.

RELOCATE OR BRACE UTILITY POLES AND GUY WIRES

The cost of relocating or bracing utility poles and guy wires, including all labor, materials, machinery and equipment, shall be considered incidental to the project and no extra payment shall be made for such work.

WATER VALVE BOX ADJUSTMENT

Adjustment of water valve boxes, if required, shall be considered as incidental to the project cost. The Contractor shall furnish all labor, materials, tools and equipment required to adjust boxes from the existing elevation to the finished elevations.

PRIVATE UTILITY ADJUSTMENT

Adjustment and/or relocation of private utility structures such as gas valves, structure covers, riser boxes, etc. shall be considered as incidental to the project. The Contractor shall furnish all labor, materials, tools, and equipment required to adjust private utility structures to the finished elevations. If private utility structures are to be adjusted and/or relocated by their respective owners, then the Contractor shall be responsible for coordinating this work with the private utility owner as incidental to the project.

MISCELLANEOUS RESTORATION ITEMS

Restoration of miscellaneous items such as, but not limited to, street signs, traffic signs, shrubbery and other ornamental landscape items which are damaged, removed, or destroyed by the Contractor in the course of the work shall be repaired or replaced by the Contractor with new materials of equal quality as existed prior to the start of work. All such items for which specific bid items are not listed in the proposal shall be considered as incidental work and shall be replaced or repaired at the expense of the Contractor.

FINAL CLEAN UP

Final clean up of the job shall be considered as incidental. Items in this category include removal of debris and litter from the site, removal of surplus materials, sweeping, repair of any damages, and clean out of drainage structures located within the work area.

Surface Restoration shall commence immediately upon completion of final grading or as MDOT seasonal limitations dictate.

SUPPLEMENTAL SPECIFICATIONS

1. General.....	1
2. Location of Project.....	1
3. Scope of Project.....	1
4. Construction Standards.....	2
5. Progress Meetings.....	2
6. Incidental Contract Items.....	2
7. Project Coordination With Owner & Other Contractors	2
8. Minimum Wage Requirements	2
9. Federal Requirements	2
10. Fair Employment Practices Act	3
11. Observation of Construction	3
12. Hours of Work	3
13. Testing & Sampling	3
14. Staking	4
15. Traffic Maintenance & Control	4
16. Load Restrictions on Local Streets	6
17. Utilities.....	6
18. Emergency Repair.....	6
19. Use of Water	7
20. Asphalt and Pavement Construction.....	8
21. Mail/Newspaper Boxes.....	8
22. Accomodations For Access During Construction.....	8
23. Insurance Specification Modifications.....	8
24. General Specification Modifications	8
25. Technical Specification Modifications	9

1. GENERAL

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

2. LOCATION OF PROJECT

The project site is located in the City of Ypsilanti, Michigan. Preliminary locations are identified in Appendix B. The final target project areas will be supplied to the contractor prior to contract execution. Work may be required outside of the target area each year.

3. SCOPE OF PROJECT

The work to be done under this Contract includes the furnishing of all materials, equipment, and labor necessary to construct the proposed sidewalk as well as all necessary earthwork, cleaning and restoration in accordance with the plans and specifications.

4. CONSTRUCTION STANDARDS

It is the intention of these specifications to construct all work in accordance with applicable requirements of the City, Washtenaw County, the Michigan Department of Environmental Quality, the Michigan Department of Transportation, and the ADA STANDARDS FOR ACCESSIBLE DESIGN As published in the Title III regulations (28 CFR Part 36, revised July 1, 1994) issued by the Department of Justice, and the plans referenced herein. Where there is a conflict between any of the aforementioned specifications and the permit requirements of the agency controlling the respective utility or rights-of-way, the more restrictive shall govern.

5. PROGRESS MEETINGS

During the life of the project progress meetings may be held to discuss the project status, potential construction problems, the schedule, and other items that may impact the progress of the work. This meeting shall be attended by the CONTRACTOR, any subcontractors whose work is in progress or will be started in the two weeks following the progress meeting, the ENGINEER and the OWNER. The date, place, and time of the first progress meeting will be set at the preconstruction meeting.

6. INCIDENTAL CONTRACT ITEMS

All items of work noted on the plans or in the specifications that are not specifically noted in the Bid Form as a pay item shall be considered incidental to the construction of the project and shall be constructed at no extra cost to the OWNER.

7. PROJECT COORDINATION WITH OWNER & OTHER CONTRACTORS

The OWNER, utility companies, and commercial or private owners may have construction projects occurring within or adjacent to the project limits during the life of this Contract.

The CONTRACTOR shall coordinate his construction with all such projects that may be ongoing in the vicinity.

Also, where the CONTRACTOR's work affects the operation of the OWNER's utilities, the CONTRACTOR shall be responsible for coordinating his work with the OWNER. The CONTRACTOR shall give at least 72 hours notice to the OWNER in order to schedule activities such as valve operation, hydrant operation, sewer and structure cleanout, etc. No claim for extra compensation or adjustments in Contract Unit Prices will be allowed on account of delay or failure of others to complete work scheduled.

8. MINIMUM WAGE REQUIREMENTS

The OWNER has specific minimum wage requirements that can be found on page SIB-1.

9. FEDERAL REQUIREMENTS

This project is not Federally funded.

10. FAIR EMPLOYMENT PRACTICES ACT

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

11. OBSERVATION OF CONSTRUCTION

All construction operations will require full time observation by the OWNER's representative. The CONTRACTOR must notify the ENGINEER at least three (3) working days (72 hours) prior to construction and no work shall be performed without the ENGINEER's presence or awareness. Contact the Construction Staffing Coordinator at (734) 522-6711 to schedule observation.

12. HOURS OF WORK

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

13. TESTING & SAMPLING

The CONTRACTOR shall furnish all samples of materials necessary for tests as determined by the ENGINEER or the Construction Observer. All samples taken for analysis and tests shall be taken in such a manner as to be truly representative of the entire lot under test. The CONTRACTOR shall furnish such assistance and facilities as the ENGINEER may require for collecting, storing or curing samples. Where materials tests are to be performed by the manufacturer, the certificates of approval shall be submitted to the ENGINEER. The cost of all such testing by manufacturers shall be incidental to the project. Additional required tests on materials in place shall be made at the expense of the OWNER, unless otherwise stipulated.

The OWNER's Agent shall arrange for and furnish testing services as provided by an acceptable independent laboratory as part of this Contract. These services shall be as follows, in addition to the testing requirements noted in the General Conditions:

All concrete shall be slump and air tested, with cylinders taken (as noted above) in compliance with the current MDOT Standard Specifications for Construction.

There may be areas with uncompacted fill material or organic materials; as a result, all areas within the influence of proposed pavement shall be proof rolled as a minimum, to the satisfaction of the ENGINEER. Some testing may be required.

All aggregate base and pavement shall be tested for compaction. A reputable firm, approved by the ENGINEER shall extensively test all such areas with a nuclear densimeter. In addition, all utility crossings and the areas immediately adjacent to any structures in the pavement shall be specifically tested. Areas which fail shall be compacted further and retested. Failure to

pass a second test shall be reason to undercut and refill the area, as directed by the ENGINEER, with careful attention to compaction.

14. STAKING

When necessary, the ENGINEER will provide construction staking. The staking shall consist of horizontal and/or vertical control staking for the sidewalk construction. The CONTRACTOR is responsible for providing a written request for staking to the ENGINEER at least seventy-two (72) hours in advance of starting work. Staking requests should be faxed to the attention of the OHM Survey Department at (734) 522-6427. The CONTRACTOR shall carefully preserve all stakes set by the ENGINEER. In the case of willful or careless destruction, the ENGINEER shall provide the restaking and the CONTRACTOR shall be charged with the resulting expense and shall be responsible for delays and errors caused by unnecessary loss or disturbance of the stakes. The expense for restaking will be entered as a deduction on pay estimates and the resulting amount retained by the OWNER for payment of restaking.

15. TRAFFIC MAINTENANCE & CONTROL

A. General

During the course of construction, provisions must be made to maintain access for emergency vehicles at all times. Where possible and when directed by the ENGINEER, all streets must be left open to traffic at the end of each working day. Traffic maintenance and control as defined in this section shall be considered as included in the unit bid prices or lump sum bid prices that are given in the Bid Form.

All work for maintaining traffic and control shall be in accordance with Section 812 of the 2012 MDOT Standard Specifications for Construction and the current edition of the Michigan Manual of Uniform Traffic Control Devices, (MMUTCD). The Contractor shall also comply with work zone sign requirements as described in Public Act 315 of 2003.

The CONTRACTOR shall conduct his operations and use of equipment in such a manner that traffic will be maintained throughout the entire length of the project. When conditions are such as to warrant variations from this requirement, the procedure to be followed shall be approved by the ENGINEER prior to such procedure being put into effect.

The CONTRACTOR shall furnish, erect and maintain all barricades, signs and lights as required according to the current edition of the MMUTCD. Flagmen shall also be provided by the CONTRACTOR as necessary to protect the vehicular and pedestrian traffic and the work within the work zone areas. CONTRACTOR shall be responsible for notifying concerned parties such as Police, Fire, and school officials if a road closure and/or detour will be in effect. The CONTRACTOR shall notify the same parties when the road has been reopened.

Once work on a particular utility is begun, the CONTRACTOR must continue his work to completion. The OWNER will not permit random movements of work operations among the project area that tend to confuse traffic patterns.

B. Provision for Local Traffic

During the progress of the work, the CONTRACTOR shall accommodate both local vehicular and pedestrian traffic along the roads.

Access to all residences and businesses shall be maintained except as noted on the plans or as directed by the ENGINEER.

The CONTRACTOR's truck and equipment operations on public streets shall be governed by all local traffic ordinances and regulations of the Fire and Police Departments, the OWNER, the Ypsilanti Community Utilities Authority, the Ypsilanti Housing Commission, Washtenaw County, and Michigan Department of Transportation.

C. Existing Warning and Regulatory Signs

Wherever possible, all existing signs on this project are to be preserved and maintained as incidental to the project.

Where it is not possible to preserve existing traffic control signs and street name signs, they shall be removed, temporarily reset and maintained by the CONTRACTOR. Upon completion of the project, the CONTRACTOR will reset traffic control signs and street name signs in the proper position.

In cases where new signs are called for, they shall be placed in accordance with the requirements outlined elsewhere in the Contract Documents.

Any new or existing signs damaged by the CONTRACTOR shall be replaced in kind by him at no additional cost to the OWNER.

D. Lane Closures and Detours

Any lane closures or detours shall be approved by the OWNER and the appropriate governing agency, and shall meet their specifications and standards as well as those of the MMUTCD. Where there are conflicts, the more restrictive requirement shall apply. If any type of closure is to occur during twilight or darkness, proper lighting will be required.

E. Construction Signs and Barricades

Warning signs and barricade configurations shall meet the requirements of the City of Ypsilanti, Ypsilanti Community Utilities Authority, and the Michigan Department of Transportation.

The CONTRACTOR shall not begin any operation on the project until all required signs and barricades have been set.

All signs to be used during twilight or darkness shall be reflectorized, in good condition, with two continuous flashing lights.

The construction site shall at all times be maintained and left in a clean, neat, and safe condition, including any construction signing.

After working hours, signs that are not appropriate shall be covered and/or removed so that motorists will not be confused. The CONTRACTOR shall also remove and replace or cover (where practical) existing traffic signs that may conflict with the proposed construction.

16. LOAD RESTRICTIONS ON LOCAL STREETS

The CONTRACTOR shall not operate heavy trucks or equipment on any side street within the project area without permission from ENGINEER, the OWNER or appropriate governing agency.

17. UTILITIES

For protection of underground utilities, the CONTRACTOR shall contact "Miss Dig" at 1-800-482-7171 a minimum of three (3) working days prior to excavating. This does not relieve the CONTRACTOR of the responsibility of notifying utility owners who may not be part of the "Miss Dig" alert system.

Utility relocation work is not expected to be necessary for this project.

Work stoppages by employees of utility companies or any occurrence which results in a delay in utility relocations on this project may be considered as a basis for a claim for an extension of the time of completion, but will not be considered as a basis for a claim for extra compensation or an adjustment in Contract Unit Prices. The amount of any such time extension will be based upon the amount of delay actually experienced as a result of the utility relocation delay.

18. EMERGENCY REPAIR

When the CONTRACTOR is not actively performing work on a particular construction site, situations of an emergency nature may arise as a result of uncompleted work. Such situations may affect, directly or indirectly, public and/or private property, and may ultimately affect the health, safety, and welfare of individuals or the general public. The intent of this article is to provide a procedure to eliminate these problems as they occur. While these problem situations can and do readily develop as emergencies, the ENGINEER shall direct field-related operations and require immediate efforts by the CONTRACTOR to remedy the deficiency in a method of his choosing because of his expertise in the field, time being of the essence. The correction of the "emergency" which may arise when no activity exists on the construction site shall be handled in the following manner:

- A. The ENGINEER shall observe the site, take any necessary photographs and/or prepare any necessary sketches of conditions at the site to determine that the situation constitutes an emergency.
- B. The ENGINEER then has three alternative sources of manpower and equipment to be selected to remedy the emergency situation in the following order:
 - 1. The CONTRACTOR under Contract with the OWNER to perform all work on the site location in question;
 - 2. The OWNER's Department of Public Works or YCUA

3. An independent CONTRACTOR designated by the OWNER.

Since the nature and extent of most unfinished work on a particular construction site is well known by both the ENGINEER's authorized agent and the CONTRACTOR at the time of declaring such an "emergency situation" as set forth herein before; the CONTRACTOR under Contract to the OWNER for the particular project would be the first party notified and would be expected to respond immediately with necessary manpower and equipment to remedy the problem.

If a reasonable time to respond to the emergency notification is not evident, in the best judgment of the ENGINEER, then the CONTRACTOR shall be judged to have waived his rights to physically correct the problem, but not his obligations to pay for such a physical correction or damages resulting there from. The ENGINEER shall then contact the OWNER's DPW or YCUA for their assistance in correcting the "emergency situation". Where existing commitments by the DPW or YCUA prohibit their immediate response to the request by the ENGINEER, the ENGINEER shall finally direct that corrective measures be performed by the independent contractor previously contacted by the OWNER to perform such emergency work when so directed.

Since the cost for all remedial work undertaken by the CONTRACTOR on this project shall be borne by the CONTRACTOR and it is necessary to engage the services of the DPW or YCUA or an independent contractor, then all costs incurred would be deducted from monies due and payable to the CONTRACTOR on the particular project as set forth on any ensuing regular job estimates.

Typical costs which will be deducted from Contract monies due would be:

- A. Payroll wages
- B. Material bills
- C. Equipment rental (Ann Arbor area rates) and moving costs
- D. 15% profit and overhead for independent contractor
- E. 10% administrative costs
- F. Observation costs

19. USE OF WATER

CONTRACTOR shall not make a connection to any fire hydrant without first obtaining the necessary permit (meter) from Ypsilanti Community Utilities Authority. The CONTRACTOR shall be charged for all water used. Contact Scott Westover at YCUA for more information at 734-484-4600.

20. ASPHALT AND PAVEMENT CONSTRUCTION

Asphalt and concrete pavements shall be constructed in accordance with the 2012 MDOT Standard Specifications for Construction unless otherwise indicated in the Supplemental Specifications, Appendix, plan notes, or plan details.

21. MAIL/NEWSPAPER BOXES

The CONTRACTOR shall remove mailboxes that may conflict with the new construction and replace to their original location in accordance with requirements of the U.S. Post Office. Any mailbox or post not indicated on the plans for removal or replacement that is damaged by the CONTRACTOR's operations shall be replaced in kind by the CONTRACTOR at no additional charge to the OWNER. If temporary street closures or construction activities occur which prohibit delivery of mail by the postal department, then alternate provisions for mail delivery shall be provided by the CONTRACTOR and approved by the OWNER, also at no additional charge to the OWNER.

22. ACCOMODATIONS FOR ACCESS DURING CONSTRUCTION

The CONTRACTOR shall provide for accessible access during construction to the extent possible. Concrete removed shall be replaced the same day unless prior authorization is received from the ENGINEER. Asphalt replacement, where required, shall be completed within 24 hours of the placement of the concrete curb and gutter.

23. INSURANCE SPECIFICATION MODIFICATIONS

Insurance Specifications, Items 2.3.2, Paragraph B:

In addition to the City of Ypsilanti (OWNER) and Orchard, Hiltz & McCliment, Inc. (ENGINEER), the following shall be covered under the OWNER's Protective Liability Policy:

1. Ypsilanti Community Utilities Authority (YCUA)
2. YCUA Board of Commissioners, jointly and individually
3. All of YCUA Employees, Agents and Consultants, individually
4. City of Ypsilanti
5. Ypsilanti City Council, jointly and individually
6. City of Ypsilanti Housing Commission

24. GENERAL SPECIFICATION MODIFICATIONS

Page GS-1, item 3, Soil Erosion and Sedimentation Control, should read as follows:

The CONTRACTOR shall comply with the requirements of the Soil Erosion and Sedimentation Control Act of the State of Michigan, Part 91 of Act 451 of the Public Acts of

1994 and with all the requirements, rules and standards of the official enforcing agent for the project location.

Page GS-4, item 15, Cleanliness of the Work Site and Streets, add the following paragraph to the end of the section:

“The CONTRACTOR shall perform all roadway and driveway maintenance operations, including but not necessarily limited to aggregate placement and grading throughout during the duration of the Contract and at times as directed by the ENGINEER.” The CONTRACTOR shall specifically perform these operations before noon on Fridays in preparation for the weekend and before noon on Mondays.

Page GS-4, item 16, Dust Control, add the following after the third sentence of the first paragraph:

“At a minimum, dust control materials shall be applied by no later than noon on Mondays and Fridays during the duration of the Contract and at other times as directed by the ENGINEER.”

Page GS-6, item 20, Water, the third paragraph should read: Existing public water systems shall be operated by the CONTRACTOR. All valves shall be operated exclusively by the CONTRACTOR’s personnel.

Operation of valves by CONTRACTOR only in presence and direction of OHM and/or YCUA. 48 hours notice shall be given to OHM of all intended shut downs.

25. TECHNICAL SPECIFICATION MODIFICATIONS

Modify EARTHWORK as follows:

Page EA-2, item 4, part b, BACKFILL, Granular Backfill, delete the reference to “MDOT Specification for Granular Material Class II or III” and replace it with “MDOT Specification for Granular Material Class II.” Delete the second paragraph in its entirety.

Page EA-2, item 4, part b, BACKFILL, Granular Backfill, delete “in the opinion of the ENGINEER”

Page EA-6, item 23, part a, BACKFILLING, General, delete the reference to “MDOT Specification for Granular Material Class III” and replace it with “MDOT Specification for Granular Material Class II.”

Modify RESTORATION as follows:

Page R-2, Item 7, TOPSOIL, delete the existing paragraph and replace with

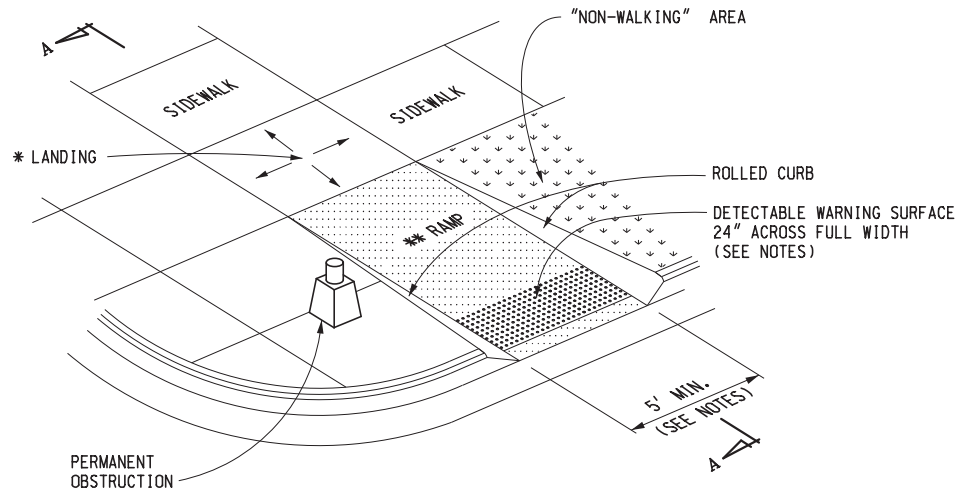
Topsoil shall be fertile, friable, without admixture of subsoil. Topsoil is to be free of glass, stones greater than one inch in any dimension, roots, sticks, weeds, undesirable grasses and other extraneous materials. Topsoil is to consist of 40% minimum silt, 6% minimum organics, and 10% maximum clay content. Topsoil is to be final screened thru a 5/8 inch maximum mesh screen prior to delivery to site. The ENGINEER shall review source and

final screen results prior to release of the topsoil. The CONTRACTOR shall submit a certified analysis of the topsoil from each source to the ENGINEER for approval prior to delivery.

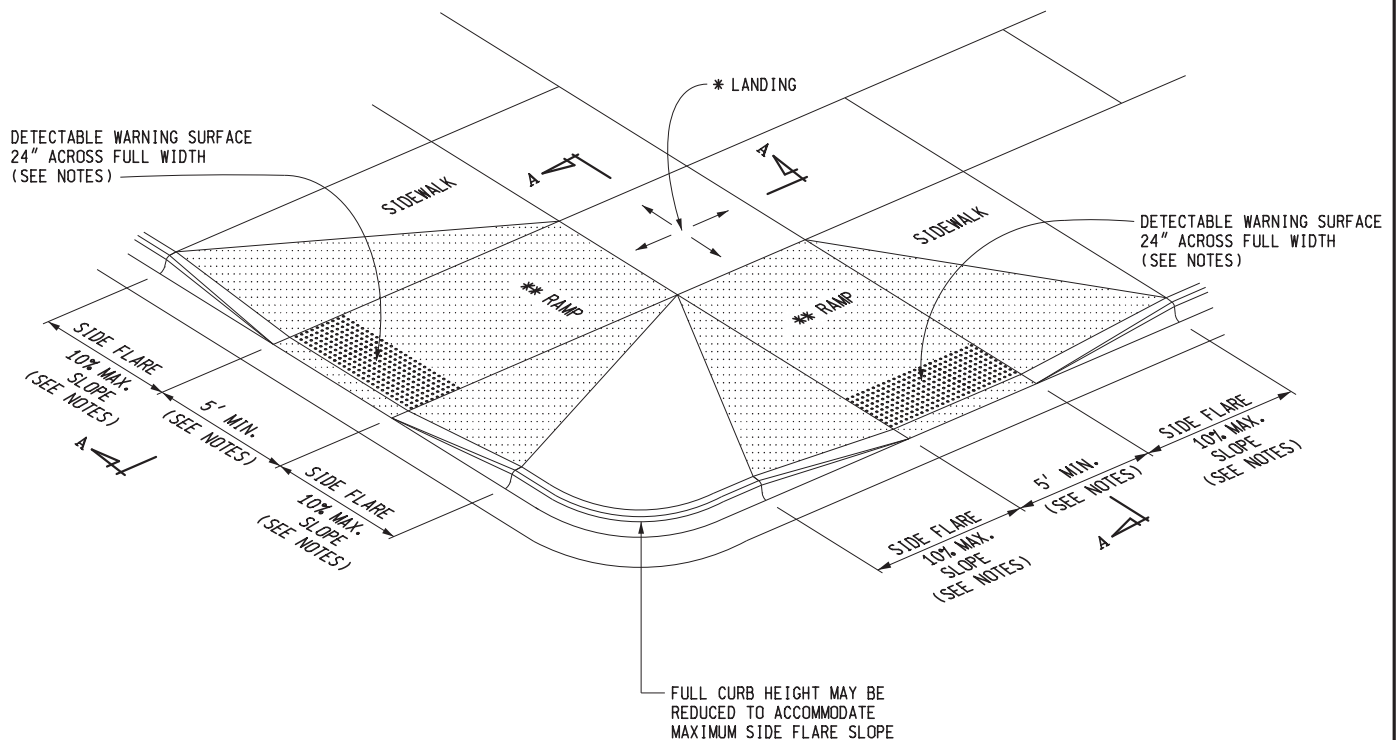
Appendix A:
MDOT Standard Plan R-28-J

* MAXIMUM LANDING SLOPE IS 2.0% IN EACH DIRECTION OF TRAVEL. MINIMUM DIMENSIONS 5' x 5'. SEE NOTES.

** MAXIMUM RAMP CROSS SLOPE IS 2.0%, RUNNING SLOPE 5% - 7% (8.3% MAXIMUM). SEE NOTES.



SIDEWALK RAMP TYPE R
(ROLLED SIDES)



SIDEWALK RAMP TYPE F
(FLARED SIDES, TWO RAMPS SHOWN)



PREPARED
BY
DESIGN DIVISION

DRAWN BY: B.L.T.

CHECKED BY: W.K.P.

DEPARTMENT DIRECTOR
Kirk T. Steudle

APPROVED BY: _____
DIRECTOR, BUREAU OF FIELD SERVICES

APPROVED BY: _____
DIRECTOR, BUREAU OF DEVELOPMENT

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

SIDEWALK RAMP AND DETECTABLE WARNING DETAILS

F.H.W.A. APPROVAL

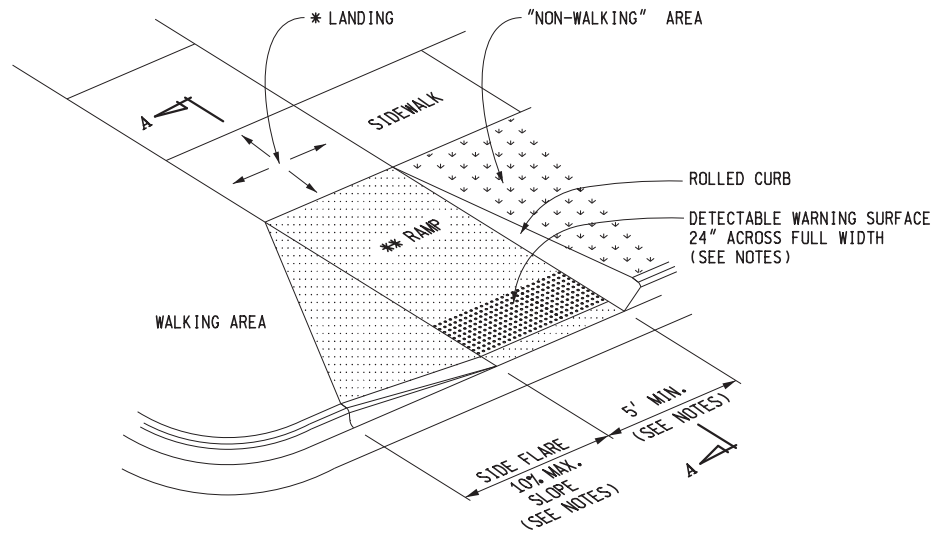
3-15-2016
PLAN DATE

R-28-J

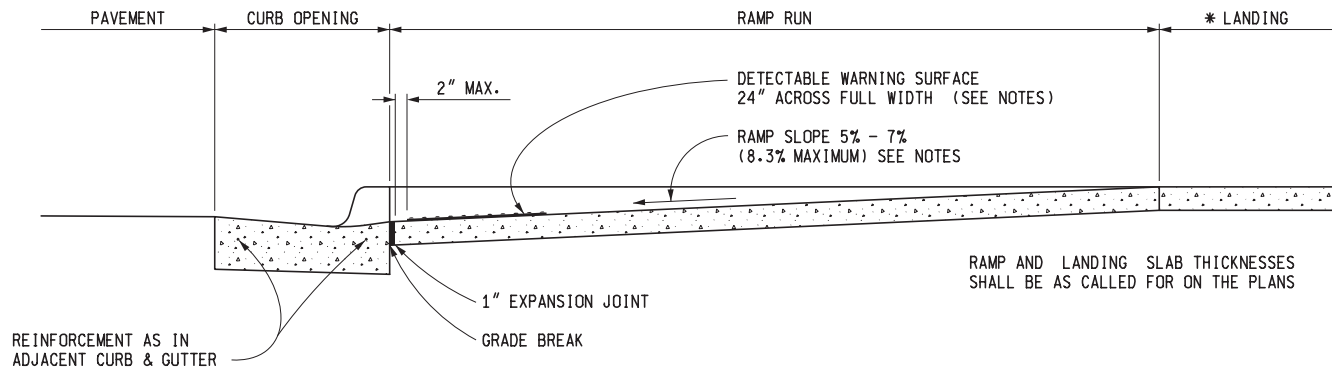
SHEET
1 OF 7

* MAXIMUM LANDING SLOPE IS 2.0% IN EACH DIRECTION OF TRAVEL. MINIMUM DIMENSIONS 5' x 5'. SEE NOTES.

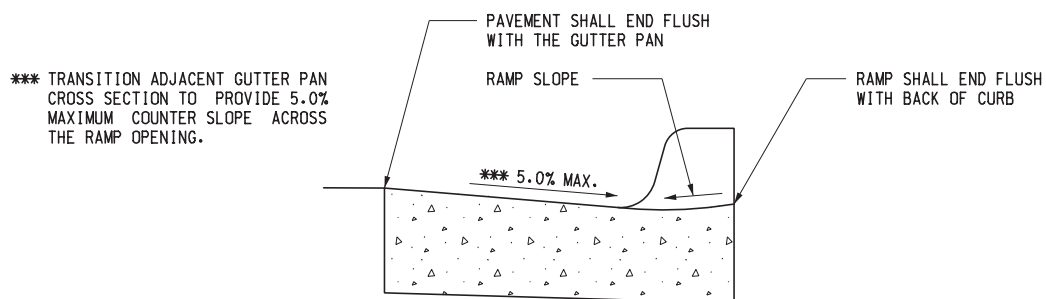
** MAXIMUM RAMP CROSS SLOPE IS 2.0%, RUNNING SLOPE 5% - 7% (8.3% MAXIMUM). SEE NOTES.



SIDEWALK RAMP TYPE RF
(ROLLED / FLARED SIDES)



SECTION A-A



SECTION THROUGH CURB OPENING
(TYPICAL ALL RAMP TYPES)

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

**SIDEWALK RAMP AND
DETECTABLE WARNING DETAILS**

F.H.W.A. APPROVAL

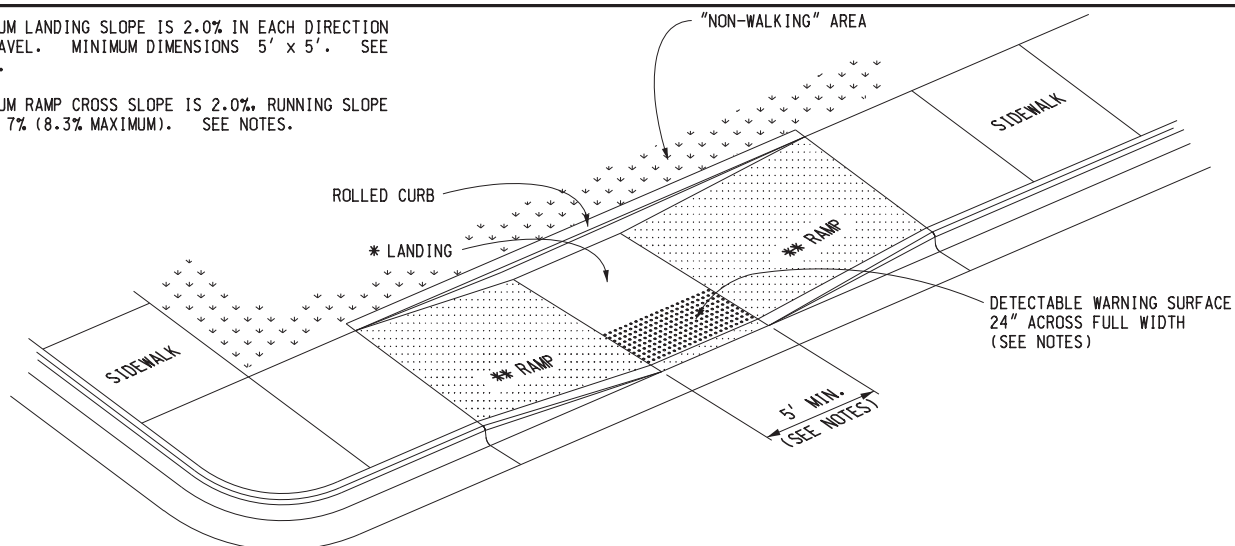
3-15-2016
PLAN DATE

R-28-J

SHEET
2 OF 7

* MAXIMUM LANDING SLOPE IS 2.0% IN EACH DIRECTION OF TRAVEL. MINIMUM DIMENSIONS 5' x 5'. SEE NOTES.

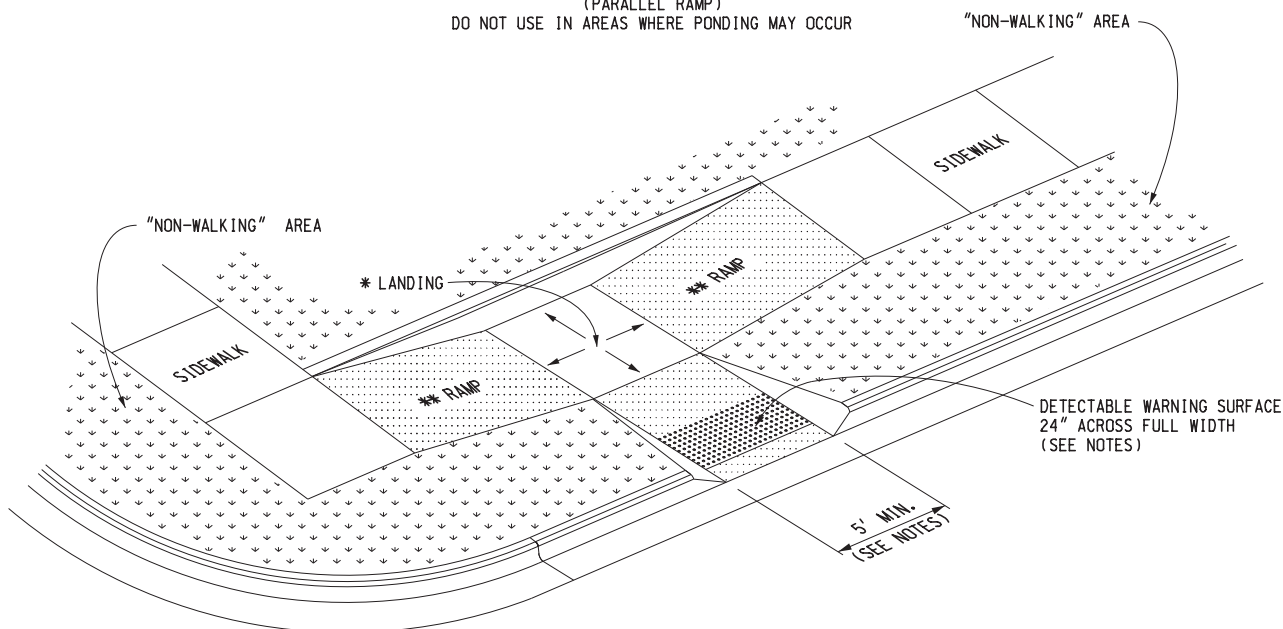
** MAXIMUM RAMP CROSS SLOPE IS 2.0%, RUNNING SLOPE 5% - 7% (8.3% MAXIMUM). SEE NOTES.



SIDEWALK RAMP TYPE P

(PARALLEL RAMP)

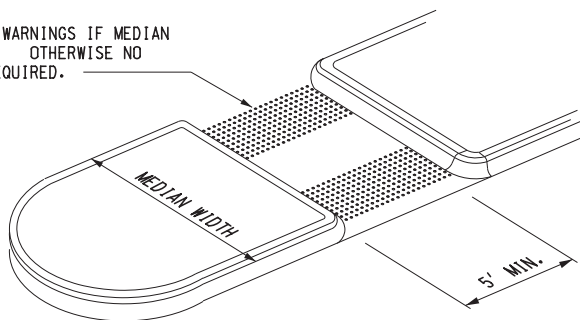
DO NOT USE IN AREAS WHERE PONDING MAY OCCUR



SIDEWALK RAMP TYPE C

(COMBINATION RAMP)

USE 24" DEEP DETECTABLE WARNINGS IF MEDIAN WIDTH IS AT LEAST 6'-0". OTHERWISE NO DETECTABLE WARNING IS REQUIRED.



SIDEWALK RAMP TYPE M

(MEDIAN ISLAND)

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

SIDEWALK RAMP AND DETECTABLE WARNING DETAILS

F.H.W.A. APPROVAL

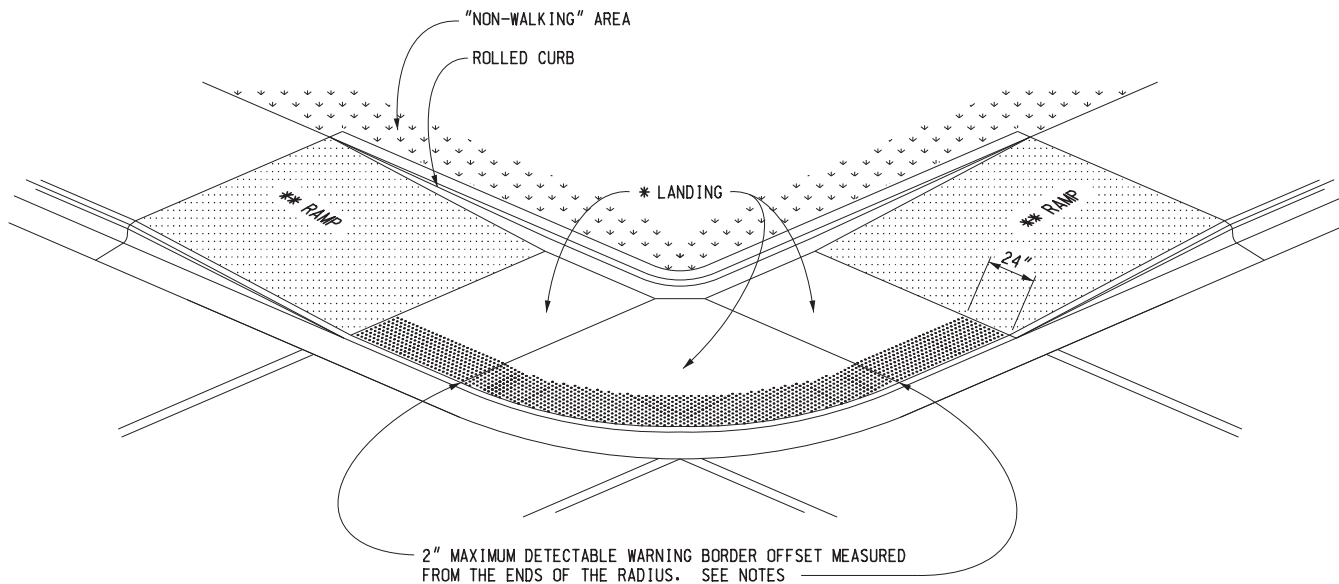
3-15-2016
PLAN DATE

R-28-J

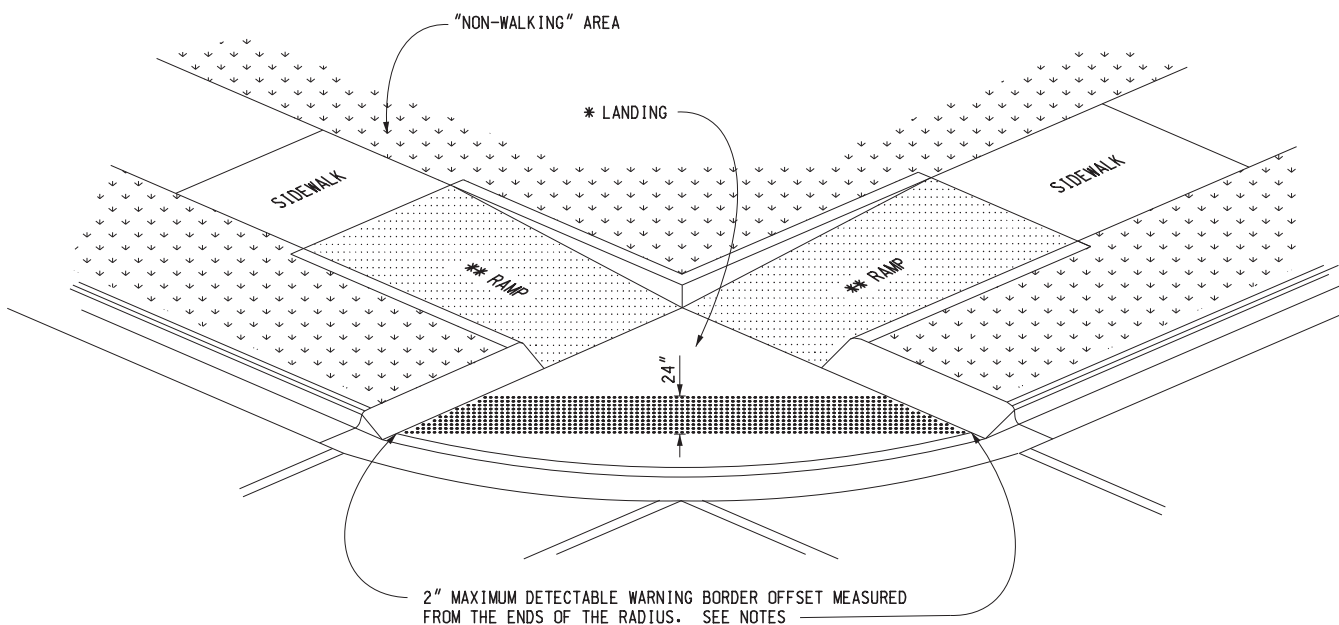
SHEET
3 OF 7

* MAXIMUM LANDING SLOPE IS 2.0% IN EACH DIRECTION OF TRAVEL. MINIMUM DIMENSIONS 5' x 5'. SEE NOTES.

** MAXIMUM RAMP CROSS SLOPE IS 2.0%, RUNNING SLOPE 5% - 7% (8.3% MAXIMUM). SEE NOTES.



(RADIAL DETECTABLE WARNING SHOWN)



(TANGENT DETECTABLE WARNING SHOWN)

SIDEWALK RAMP TYPE D

(DEPRESSED CORNER)

USE ONLY WHEN INDEPENDENT DIRECTIONAL RAMPS CAN NOT BE CONSTRUCTED FOR EACH CROSSING DIRECTION

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

SIDEWALK RAMP AND DETECTABLE WARNING DETAILS

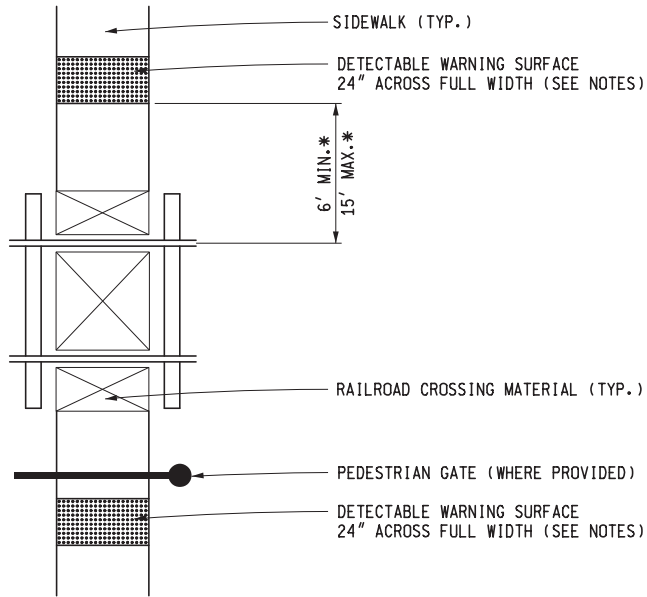
F.H.W.A. APPROVAL

3-15-2016
PLAN DATE

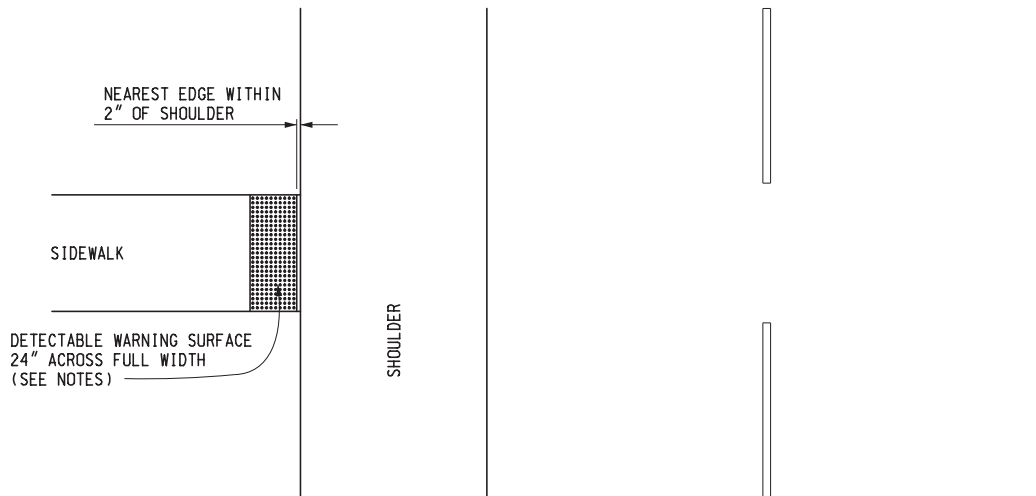
R-28-J

SHEET
4 OF 7

* THE DETECTABLE WARNING SURFACE SHALL BE LOCATED SO THAT THE EDGE NEAREST THE RAIL CROSSING IS 6' MINIMUM AND 15' MAXIMUM FROM THE CENTERLINE OF THE NEAREST RAIL. DO NOT PLACE DETECTABLE WARNING ON RAILROAD CROSSING MATERIAL.



DETECTABLE WARNING AT RAILROAD CROSSING



DETECTABLE WARNING AT FLUSH SHOULDER OR ROADWAY

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

SIDEWALK RAMP AND DETECTABLE WARNING DETAILS

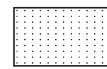
F.H.W.A. APPROVAL

3-15-2016
PLAN DATE

R-28-J

SHEET
5 OF 7

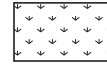
LEGEND



SLOPED SURFACE



DETECTABLE WARNING



"NON-WALKING" AREA



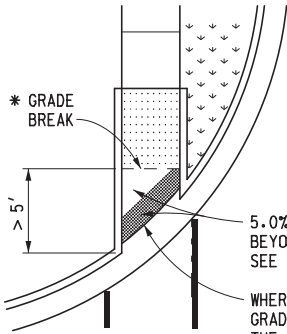
CROSSWALK MARKING



PREFERRED LOCATION OF DRAINAGE INLET (TYP.)



ALTERNATE LOCATION OF DRAINAGE INLET (TYP.)



* GRADE BREAK

> 5'

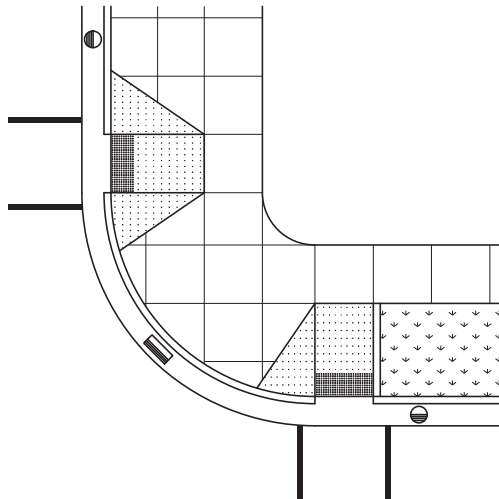
5.0% MAX. RUNNING SLOPE BEYOND BOTTOM GRADE BREAK. SEE SECTION B-B

WHERE EITHER END OF THE BOTTOM GRADE BREAK IS MORE THAN 5' FROM THE BACK OF CURB, THE DETECTABLE WARNING SHALL BE LOCATED AT THE BACK OF CURB. (DOME ORIENTATION IS NOT SIGNIFICANT ON RADIUS)

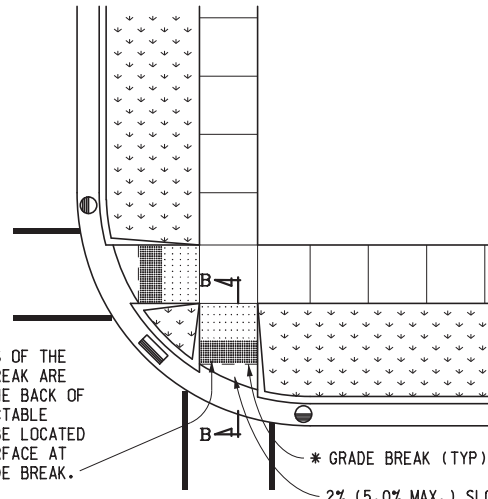
SIDEWALK RAMP LOCATED IN RADIUS (TYPE R SHOWN)
(GRADE BREAK GREATER THAN 5')

SIDEWALK RAMP PERPENDICULAR TO RADIAL CURB (TYPE F SHOWN)

(USE WITH RADIAL CURB WHEN THE CROSSWALK AND SIDEWALK RAMP ARE NOT ALIGNED)



SIDEWALK RAMP PERPENDICULAR TO TANGENT CURB
(TYPE F AND TYPE RF SHOWN)



WHERE BOTH ENDS OF THE BOTTOM GRADE BREAK ARE WITHIN 5' OF THE BACK OF CURB, THE DETECTABLE WARNING SHALL BE LOCATED ON THE RAMP SURFACE AT THE BOTTOM GRADE BREAK.

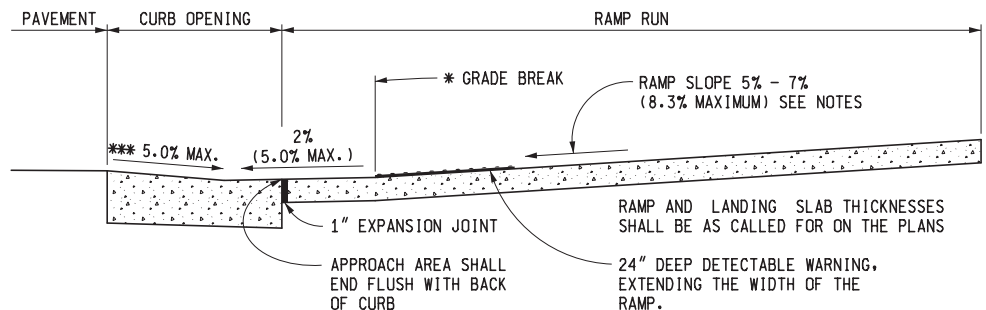
* GRADE BREAK (TYP)

2% (5.0% MAX.) SLOPE BEYOND BOTTOM GRADE BREAK

SIDEWALK RAMP LOCATED IN RADIUS (TYPE R SHOWN)
(GRADE BREAK LESS THAN 5')

* GRADE BREAKS AT THE TOP AND BOTTOM OF CURB RAMPS SHALL BE PERPENDICULAR TO THE DIRECTION OF TRAVEL.

*** TRANSITION ADJACENT GUTTER PAN CROSS SECTION TO PROVIDE 5.0% MAXIMUM COUNTER SLOPE ACROSS THE RAMP OPENING.



SECTION B-B

SIDEWALK RAMP ORIENTATION

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

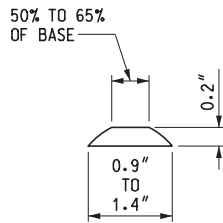
SIDEWALK RAMP AND DETECTABLE WARNING DETAILS

F.H.W.A. APPROVAL

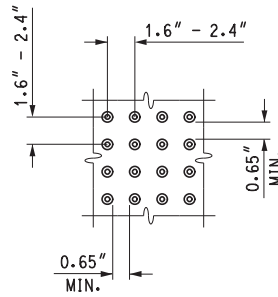
3-15-2016
PLAN DATE

R-28-J

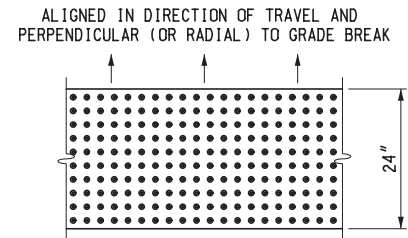
SHEET
6 OF 7



DOME SECTION



DOME SPACING



DOME ALIGNMENT

DETECTABLE WARNING DETAILS

NOTES:

DETAILS SPECIFIED ON THIS PLAN APPLY TO ALL CONSTRUCTION, RECONSTRUCTION, OR ALTERATION OF STREETS, CURBS, OR SIDEWALKS IN THE PUBLIC RIGHT OF WAY.

SIDEWALK RAMPS ARE TO BE LOCATED AS SPECIFIED ON THE PLANS OR AS DIRECTED BY THE ENGINEER.

RAMPS SHALL BE PROVIDED AT ALL CORNERS OF AN INTERSECTION WHERE THERE IS EXISTING OR PROPOSED SIDEWALK AND CURB. RAMPS SHALL ALSO BE PROVIDED AT MARKED AND/OR SIGNALIZED MID-BLOCK CROSSINGS.

SURFACE TEXTURE OF THE RAMP SHALL BE THAT OBTAINED BY A COARSE BROOMING, TRANSVERSE TO THE RUNNING SLOPE.

SIDEWALK SHALL BE RAMPED WHERE THE DRIVEWAY CURB IS EXTENDED ACROSS THE WALK.

CARE SHALL BE TAKEN TO ASSURE A UNIFORM GRADE ON THE RAMP. WHERE CONDITIONS PERMIT, IT IS DESIRABLE THAT THE SLOPE OF THE RAMP BE IN ONLY ONE DIRECTION, PARALLEL TO THE DIRECTION OF TRAVEL.

RAMP WIDTH SHALL BE INCREASED, IF NECESSARY, TO ACCOMMODATE SIDEWALK SNOW REMOVAL EQUIPMENT NORMALLY USED BY THE MUNICIPALITY.

WHEN 5' MINIMUM WIDTHS ARE NOT FEASIBLE, RAMP WIDTH MAY BE REDUCED TO NOT LESS THAN 4' AND LANDINGS TO NOT LESS THAN 4' x 4'.

DETECTABLE WARNING SURFACE COVERAGE IS 24" MINIMUM IN THE DIRECTION OF RAMP/PATH TRAVEL AND THE FULL WIDTH OF THE RAMP/PATH OPENING EXCLUDING CURBED OR FLARED CURB TRANSITION AREAS. A BORDER OFFSET NOT GREATER THAN 2" MEASURED ALONG THE EDGES OF THE DETECTABLE WARNING IS ALLOWABLE. FOR RADIAL CURB THE OFFSET IS MEASURED FROM THE ENDS OF THE RADIUS.

FOR NEW ROADWAY CONSTRUCTION, THE RAMP CROSS SLOPE MAY NOT EXCEED 2.0%. FOR ALTERATIONS TO EXISTING ROADWAYS, THE CROSS SLOPE MAY BE TRANSITIONED TO MEET AN EXISTING ROADWAY GRADE. THE CROSS SLOPE TRANSITION SHALL BE APPLIED UNIFORMLY OVER THE FULL LENGTH OF THE RAMP.

THE MAXIMUM RUNNING SLOPE OF 8.3% IS RELATIVE TO A FLAT (0%) REFERENCE. HOWEVER, IT SHALL NOT REQUIRE ANY RAMP OR SERIES OF RAMPS TO EXCEED 15 FEET IN LENGTH.

DRAINAGE STRUCTURES SHOULD NOT BE PLACED IN LINE WITH RAMPS. THE LOCATION OF THE RAMP SHOULD TAKE PRECEDENCE OVER THE LOCATION OF THE DRAINAGE STRUCTURE. WHERE EXISTING DRAINAGE STRUCTURES ARE LOCATED IN THE RAMP PATH OF TRAVEL, USE A MANUFACTURER'S ADA COMPLIANT GRATE. OPENINGS SHALL NOT BE GREATER THAN 1/2". ELONGATED OPENINGS SHALL BE PLACED SO THAT THE LONG DIMENSION IS PERPENDICULAR TO THE DOMINANT DIRECTION OF TRAVEL.

TRANSITION THE GUTTER PAN CROSS SECTION SUCH THAT THE COUNTER SLOPE IN THE DIRECTION OF RAMP TRAVEL IS NOT GREATER THAN 5.0%. MAINTAIN THE NORMAL GUTTER PAN CROSS SECTION ACROSS DRAINAGE STRUCTURES.

THE TOP OF THE JOINT FILLER FOR ALL RAMP TYPES SHALL BE FLUSH WITH THE ADJACENT CONCRETE.

CROSSWALK AND STOP LINE MARKINGS, IF USED, SHALL BE SO LOCATED AS TO STOP TRAFFIC SHORT OF RAMP CROSSINGS. SPECIFIC DETAILS FOR MARKING APPLICATIONS ARE GIVEN IN THE "MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES".

FLARED SIDES WITH A SLOPE OF 10% MAXIMUM, MEASURED ALONG THE ROADSIDE CURB LINE, SHALL BE PROVIDED WHERE AN UNOBSTRUCTED CIRCULATION PATH LATERALLY CROSSES THE SIDEWALK RAMP. FLARED SIDES ARE NOT REQUIRED WHERE THE RAMP IS BORDERED BY LANDSCAPING, UNPAVED SURFACE OR PERMANENT FIXED OBJECTS. WHERE THEY ARE NOT REQUIRED, FLARED SIDES CAN BE CONSIDERED IN ORDER TO AVOID SHARP CURB RETURNS AT RAMP OPENINGS.

DETECTABLE WARNING PLATES MUST BE INSTALLED USING FABRICATED OR FIELD CUT UNITS CAST AND/OR ANCHORED IN THE PAVEMENT TO RESIST SHIFTING OR HEAVING.

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

SIDEWALK RAMP AND DETECTABLE WARNING DETAILS

F.H.W.A. APPROVAL

3-15-2016
PLAN DATE

R-28-J

SHEET
7 OF 7

Appendix B:
Locations List

Primary Locations

N. Mansfield St. @ Roosevelt – 8 ramps

N. Mansfield St. @ Witmire St. – 6 ramps

N. Mansfield St. @ Kingwood St. – 6 ramps

Alternate Locations

Collegewood St. @ N. Mansfield St. – 6 ramps

Collegewood St. @ University Ct. – 6 ramps

Bellevue St. @ Roosevelt Blvd. – 2 ramps

Bellevue St. @ Whittier St. – 2 ramps

Kewanee St. @ Whitmire St. – 6 ramps

Kewanee St. @ Roosevelt Blvd. – 6 ramps

Appendix C:
City of Ypsilanti Contract Addendum Form

Appendix D:
City of Ypsilanti Affirmative Action Ordinance

ADDENDUM TO AGREEMENT FOR SERVICES

This Addendum shall be a part of a certain Agreement between the CITY OF YPSILANTI, a Michigan municipal home-rule corporation of One South Huron Street, Ypsilanti, Michigan 48197 referred to as "CITY", and _____, of _____, Michigan, referred to as "CONTRACTOR", a _____. (sole proprietor, corporation, partnership, etc.).

1. This Addendum is an addition and amendment to the primary Contract between the parties. In an event of a conflict between the language of this Addendum and the primary Contract, the language and terms of this Addendum shall take precedence.

2. Standard of Performance. The CONTRACTOR shall perform the Contract faithfully and diligently and perform the services in a competent, professional, satisfactory and proper manner and during the Contract term or extensions thereof, use every best effort and endeavor to promote the interests of the CITY and devote such time, attention, skill, knowledge and ability as is necessary to most effectively and efficiently carry out and perform the Contract.

3. The parties understand and agree that the CITY may terminate this Contract at any time with or without notice. In such event the CONTRACTOR will be compensated for work already completed

4. This Contract is to be performed in Washtenaw County, Michigan, and all legal venue shall exclusively lie therein.

5. The parties agree that time is of the essence in the performance of this Contract by the CONTRACTOR.

6. Each provision of this Contract shall be separately enforceable and in the event that a court of competent jurisdiction determines or adjudges that any provision of this Contract is invalid or illegal, such decision shall not affect the rest of the Contract which shall remain in full force and effect.

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

8. Independent Contractor. The relationship of the CONTRACTOR to the CITY is and shall continue to be that of an independent contractor and no liability or benefits such as worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

9. Waiver of Liability. The CONTRACTOR hereby waives any claim against the CITY and agrees not to hold the CITY liable for any personal injury or damage incurred by

it, its employees or associates on this project which is not held by a court of competent jurisdiction to be directly attributable to the sole and/or gross negligence or malicious intentional conduct of any employee of the CITY acting within the scope of their employment. It further agrees to hold the CITY harmless from any such claim by its employees or associates.

10. For the purpose of the hold harmless, indemnity, and insurance provisions contained in this Contract, the term "CITY" shall be deemed to include the City of Ypsilanti and all other associated, affiliated, allied or subsidiary entities, or commissions, officers, agents, representatives and employees.

11. The following Indemnification Agreement shall be, and is hereby, a provision of the Contract and shall be endorsed on the reverse sides of all certificates of insurance:

"The CONTRACTOR agrees to protect, defend, indemnify and hold the CITY and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copy right (or application for any thereof) or any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The CONTRACTOR further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent."

12. Insurance.

a. The CONTRACTOR prior to commencing work shall provide at his own cost and expense the following insurance to the CITY in insurance companies licensed and/or approved in the State of Michigan, which insurance shall be evidenced by certificates and/or policies as determined by the CITY. All policies and certificates of insurance shall be approved by the Department of City Manager of the CITY prior to the inception of any work.

b. Each certificate or policy shall require that, thirty days prior to cancellation or material change in the policies, notice thereof shall be given to the CITY by registered mail, return receipt requested, for all of the following stated insurance policies. All such notices shall name the CONTRACTOR and identify the contract number.

c. All property losses shall be made payable to and adjusted with the CITY.

d. In order to determine financial strength and reputation of insurance carriers, all companies providing the coverages required shall be licensed or approved by the Insurance Bureau of the State in which the work is performed and shall have a financial rating not lower than XI and a policyholder's service rating no lower than B+ as listed in A.M. Best's Key Rating Guide, current edition. Certificates of insurance shall note A.M. Best's Rating. Companies with ratings lower than B+:XI will be acceptable only upon written consent of the CITY.

e. All policies and certificates of insurance of the CONTRACTOR shall contain the following clauses:

(1) The clause "other insurance provision" in a policy in which the CITY is named as an insured, shall not apply to the CITY.

(2) The insurance companies issuing the policy or policies shall have no recourse against the CITY (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(3) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the CONTRACTOR.

(4) The CITY (at its option) shall be listed as an Additional Named Insured on the following insurance coverages provided by the CONTRACTOR.

YES ____	NO ____	1)	Comprehensive General Liability
YES ____	NO ____	2)	Automobile Liability
YES ____	NO ____	3)	Owners Contractors Protective Liability

f. The CONTRACTOR shall maintain at its own expense during the term of this Contract the following insurance:

(1) Worker's Compensation insurance with Michigan statutory limits and employers' liability insurance with minimum limits of \$500,000 each accident.

(2) General Liability insurance with a minimum limit of liability per occurrence of \$1 Million Combined Single Limit (Bodily Injury/Property Damage), with no aggregate.

This insurance shall indicate on the Certificate of Insurance the following coverages:

- (a) Premises - Operations
- (b) Independent Contractor and Subcontractors
- (c) Products and Completed Operations
- (d) Broad Form Contractual
- (e) Broad Form Liability Endorsement

(3) Automobile Liability insurance with minimum limits of liability, per occurrence, of \$1 Million Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated in the "Special Conditions" of the Contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (a) Owned automobiles
- (b) Hired automobiles
- (c) Non-owned automobiles

(4) **Protective Liability Insurance: Owners and Contractors.** The CONTRACTOR shall provide the original and duplicate policy of insurance to the City Manager. This insurance contract shall name the CITY as the insured and remain in effect until the contract is accepted by the CITY.

The insurance shall provide minimum limits of liability per occurrence of \$500,000. Combined Single Limit. Said insurance shall provide that the term "Owner" or CITY shall be deemed to include all authorities, boards, bureaus, commissions, divisions, departments, districts and offices of the CITY and the individual members, employees and agents thereof in their official capacities.

(5) **Construction Insurance:** The CONTRACTOR at his own cost and expense shall provide and maintain the applicable construction insurance until the Contract is accepted by the CITY and/or its designee. This coverage shall be written for 100% of the completed value covering the CITY as the insured, with a deductible of not more than \$1,000. The CONTRACTOR shall provide the original and duplicate policy to the CITY (unless the CITY shall accept, in lieu thereof, all contained endorsements including all applicable provisions and coverages).

(6) **Professional Services.** CONTRACTOR shall provide professional liabilities (errors and omissions) insurance, with minimum limits of \$1 Million each occurrence.

(7) **Disability Benefits:** The CONTRACTOR shall provide proof of compliance with the Disability Benefits Law. (If applicable).

(8) **Additional insurance** may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Special Conditions" of the contract specifications.

g. If any of the Property and Casualty insurance requirements are not complied with at their renewal dates, payments to the CONTRACTOR will be withheld until those requirements have been met, or at the option of the CITY the CITY may pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.

h. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under the Contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CITY.

i. If at any time any of the foregoing policies shall be or become unsatisfactory to the CITY to form or substance, or if a company insuring any such policy shall be or become unsatisfactory to the CITY, the CONTRACTOR shall upon notice to that effect from the CITY promptly obtain a new policy, submit the same to the City Manager for approval and submit a certificate thereof as herein provided. Upon failure of the CONTRACTOR to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the CITY may be forthwith declared suspended, discontinued or terminated. Failure of the CONTRACTOR to take out and/or maintain or the taking out

and/or maintenance of any required insurance, shall not relieve the CONTRACTOR from any liability under the Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the CONTRACTOR concerning indemnification.

j. Certificate of Insurance; required language. The Certificate of Insurance obtained by the CONTRACTOR shall contain the following language: "The City of Ypsilanti, Michigan, its elected officials, officers, employees, boards, commission, authorities, voluntary associations, and any other units operating under the jurisdiction of the City and within appointment of its operating budget, including the City of Ypsilanti, are named as additional insured, and such coverage shall be considered to be the primary coverage rather than any policies and insurance or self insurance retention owned or maintained by the City of Ypsilanti."

13. Conflict of Interest. The CONTRACTOR covenants that the CONTRACTOR (individually, or if a corporation, trust, limited liability company or partnership, "the entity") nor any officer, principal, partner, agent or employee of the entity has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in the manner or degree of performance with the Contract. Further that if any such conflict of interest develops and exists during the term of the contract that the CONTRACTOR shall, within 7 days of the existence of such conflict of interest, notify the CITY in writing of the existence and nature of the said conflict of interest.

14. Contingent Fees. The CONTRACTOR warrants it has not employed or retained any company or person other than bonafide employees working solely for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any company, or person, other than a bonafide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award of making this Contract. For breach or violation of this warranty, the CITY shall have the right to annul the Contract without liability or, at its discretion, to deduct from the fees due the CONTRACTOR, or otherwise, recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

15. The CONTRACTOR further agrees to perform this Contract in accord with all federal, state and local laws and will not discriminate against, or give preferential treatment to, any person based on the person's actual or perceived race, color, religion, national origin, immigration status, sex, sexual orientation, gender identity, age, marital status, disability status, gender expression, familial status, education association, height, weight, or other criteria which is not relevant to the particular job. Breach of this provision may be regarded as material breach of the Agreement.

16. The CONTRACTOR further agrees not to discriminate against any employee or applicant for employment based on a person's actual or perceived race, color, religion, national origin, immigration status, sex, sexual orientation, gender identity, age, marital status, disability status, gender expression, familial status, education association, height,

or weight (except insofar as it relates to a bonafide or occupational qualification reasonably necessary to the normal operation of the business). Breach of this provision may be regarded as material breach of the Agreement.

17. Permits. The CONTRACTOR shall secure and bear the cost of any permits or licenses of a temporary nature necessary for the prosecution of the work. In particular, he shall secure and bear the cost of shutting off and turning on public services of every nature which may be required by his operations. Where such discontinuance of service affects consumers, due and sufficient notice shall be served upon those so affected.

18. Improvement of Real Property or Performing Management Construction Services. In the event the contract provides for improvement of real property or performing management construction services as provided in MCLA 125.1591, the following provisions apply:

(A) A contract between CONTRACTOR and the CITY for an improvement as provided above shall contain the following provisions:

(a) That if a CONTRACTOR discovers one or both of the following physical conditions of the surface or subsurface at the improvement site, before disturbing the physical condition, the contractor shall promptly notify the CITY of the physical condition in writing:

(i) A subsurface or a latent physical condition at the site is differing materially from those indicated in the improvement contract.

(ii) An unknown physical condition at the site is of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the improvement contract.

(b) That if the CITY receives a notice under subdivision (A), the CITY shall promptly investigate the physical condition.

(c) That if the CITY determines that the physical conditions do materially differ and will cause an increase or decrease in costs or additional time needed to perform the contract, the CITY's determination shall be made in writing and an equitable adjustment shall be made and the contract modified in writing accordingly.

(d) That the CONTRACTOR cannot make a claim for additional costs or time because of a physical condition unless the CONTRACTOR has complied with the notice requirements of subdivision (A). The CITY may extend the time required for notice under subdivision (A).

(e) The CONTRACTOR cannot make a claim for an adjustment under the contract after the CONTRACTOR has received the final payment under the contract.

(B) If the CONTRACTOR does not agree with the CITY's determination, with the CITY's consent the CONTRACTOR may complete performance on the contract.

(C) At the option of the CITY, the CONTRACTOR and the CITY shall arbitrate the CONTRACTOR's entitlement to recover the actual increase in contract time and costs incurred because of the physical condition of the improvement site. The

arbitration shall be conducted in accordance with the rules of the American Arbitration Association and judgment rendered may be entered in any court having jurisdiction.

19. American's With Disabilities Act Compliance. If this contract alters or resurfaces any streets, intersections, sidewalks, or curb ramps, CONTRACTOR shall ensure that each portion of the project, to the maximum extent feasible, shall be altered in such manner that the altered portion of the facility is readily accessible to and usable by individuals with disabilities. Each project shall comply with the American's With Disabilities Act requirements, including 28 C.F.R. §§ 35.151(b),(c),(e)(1), and (e)(2) and 28 C.F.R. Part 36, App. A, the ADAAG.

Note: The City of Ypsilanti has chosen to follow the ADAAG standards rather than the UFAS standards. See United States Department of Justice ADA Title II Technical Assistance Manual, Section II-6.2100)

As used in this Section, the term "resurface" shall have the definition given by the United States Department of Justice Title II Technical Assistance Manual § II-6.6000 "Resurfacing beyond normal maintenance is an alteration. Merely filling potholes is considered to be normal maintenance."

As used in this Section, the term "to the maximum extent feasible" shall have the meaning set forth at 28 C.F.R. § 36.402(c).

As used in this Section, the term "readily accessible to and usable by persons with disabilities" shall have the meaning set forth at Section II-6.1000 of the US Department of Justice ADA Title II Technical Assistance Manual, and set forth at 28 CFR Appendix B Section 36.401.

20. Prevailing Wage. If the Contract is in amount in excess of \$25,000, all craftsmen, mechanics, and laborers (not including persons employed directly by the CITY) employed directly upon the site of the work shall receive at least the prevailing wages and fringe benefits of the building trades department for the corresponding classes of craftsmen, mechanics, and laborers, as determined and published by the Davis-Bacon division of the United States Department of Labor for the greater Ypsilanti Area. All subcontracts entered into by the CONTRACTOR for services or work under this Contract shall contain the provisions as set forth in this paragraph. CONTRACTOR and all subcontractors engaged in the performance of services or work under the Contract shall furnish proof, at the request of and satisfactory to the CITY, that the provisions of this paragraph are being complied with.

21. Living Wage.

A. (1) If this contract involves \$10,000, or more, Living Wages shall be paid according to the Ypsilanti Living Wage Ordinance (The Ordinance), being Chapter 2, Article VI, Division 4 of the City Code; and

(2) Suitable notices shall be posted in the work place; and

(3) Evidence of compliance including payroll records shall be provided to the Ypsilanti Personnel Department within 10 days of written request from the Ypsilanti Personnel Department.

B. In the event of violation of the provisions of The Ordinance or this contract this contract may be modified or terminated to comply with the provisions of The Ordinance, including withholding of moneys in amount equal to Living Wages not paid in accordance with The Ordinance and the City may also take action to recover the amount of the contract provided to any person found to have violated The Ordinance.

C. Any employee shall have a separate cause of action to enforce the provisions of this contract and The Ordinance and any rights conferred under The Ordinance, in law and or equity, and any court of competent jurisdiction upon proper proof and the prevailing of the employee in such action, shall award actual damages, wage restitution, interest and actual attorney fees.

D. The City shall have the right to enforce this contract and The Ordinance in law or equity by court process including specific performance.

22. Minimum Wage.

A. (1) The CONTRACTOR must pay minimum wages to all employees according to the Minimum Wage Ordinance (The Ordinance), being Chapter 2, Article III, Division 3 of the City Code.

(2) The CONTRACTOR must post suitable notices in the work place.

(3) The CONTRACTOR must provide evidence of compliance, including payroll records, to the Ypsilanti Personnel Department within 10 days of written request from the Ypsilanti Personnel Department.

B. In the event of violation of the provisions of The Ordinance or this contract this contract may be modified or terminated to comply with the provisions of The Ordinance, including withholding of moneys in amount equal to Minimum Wages not paid in accordance with The Ordinance and the City may also take action to recover the amount of the contract provided to any person found to have violated The Ordinance.

C. Any employee shall have a separate cause of action to enforce the provisions of this contract and The Ordinance and any rights conferred under The Ordinance, in law and or equity, and any court of competent jurisdiction upon proper proof and the prevailing of the employee in such action, shall award actual damages, wage restitution, interest and actual attorney fees.

D. The City shall have the right to enforce this contract and The Ordinance in law or equity by court process including specific performance.

23. Not in Default to City. The CONTRACTOR hereby certifies that the CONTRACTOR is not in default to the CITY, and that there are no unpaid taxes, real or personal, owed to the CITY by the CONTRACTOR, and the CONTRACTOR has no other unfulfilled obligations to the CITY and is in compliance with all Ypsilanti City codes and ordinances. The parties understand that a breach of this provision is a material breach of the contract.

24. Except in amounts less than \$20 million, CONTRACTOR certifies that it, its successor, its parent company, or any of its subsidiaries or subunits does not engage in the practice of committing or contributing funds or property, extending credit, or contract

for goods or services to develop petroleum resources, natural gas resources, or nuclear power in Iran.

25. Equal Employment Opportunity. If this Contract is funded in whole or part by monies derived from the Federal government (either directly or indirectly), CONTRACTOR shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

26. Copeland "Anti-Kickback" Act. If this Contract in excess of \$2000 for construction or repair, and funded in whole or part by monies derived from the Federal government (either directly or indirectly), CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

27. Davis-Bacon Act. If this is a construction contract of more than \$2,000, or otherwise required by Federal program legislation, CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week.

28. Contract Work Hours and Safety Standards Act. If this is a construction contract in excess of \$2000 or contract that involves the employment of mechanics or laborer in excess of \$2500, and funded in whole or part by monies derived from the Federal government (either directly or indirectly), CONTRACTOR shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5).

29. Rights to Inventions Made Under a Contract or Agreement. If this is a contract for the performance of experimental, developmental, or research work, and funded in whole or part by monies derived from the Federal government (either directly or indirectly), CONTRACTOR agrees to rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

30. Clean Air Act and the Federal Water Pollution Control Act. If this is a contract in excess of \$100,000, and funded in whole or part by monies derived from the Federal government (either directly or indirectly), CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

31. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). If this is a contract above \$100,000, and funded in whole or part by monies derived from the Federal government (either directly or indirectly), CONTRACTOR certifies that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 and further agrees to disclosure of any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

32. The Contract and its attachments, and this Addendum, are the sole Contract and Agreement between the parties. Any changes, additions or deletions shall not be effective or actionable unless they are in writing signed by the parties.

IN WITNESS WHEREOF, the undersigned have set their hands this ____ day of _____, 20____.

CONTRACTOR

CITY OF YPSILANTI

BY: _____
Print:
Its:

BY: _____
Darwin McClary
City Manager

APPROVED AS TO FORM:

JOHN M. BARR P-10475
Ypsilanti City Attorney

Sec. 2-316. - Definitions.

The following words, terms and phrases when used in this division shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Affirmative action means all of the various methods and procedures by which equal opportunity to employment without regard to race, national origin, religion, sex, sexual orientation, age or marital status may be legally effectuated.

Age means chronological age.

Contractor means:

- (1) A person who, by contract, furnishes services, materials or supplies.
- (2) Contractor does not include persons who are merely creditors or debtors of the city, such as those holding the city's notes or bonds or persons whose notes, bonds or stock are held by the city.
- (3) Provisions of this division shall not apply to persons who are sole proprietors of their business and who have no employees. Contracts for amounts not exceeding \$2,000.00 shall also be exempt from this division.

Discriminate means to make a decision, offer to make a decision or refrain from making a decision based in whole or in part on the race, national origin, religion, sex, sexual orientation, age or marital status of another person or that person's relatives or associates.

Marital status means the state of being married, unmarried, divorced or widowed.

Minority means a person who is black, a Native American or a Spanish American or Spanish-surnamed American or an Asian.

Minority business enterprise means a business enterprise of which more than 50 percent of the voting shares or interest in the business is owned, controlled and operated by individuals who are members of a minority, or who are women, and with respect to which more than 50 percent of the net profit or loss attributable to the business accrues to shareholders who are members of a minority or women.

Religion means all aspects of religious observance and practices as well as beliefs unless an employer demonstrates that he is unable to reasonably accommodate an employee's or a prospective employee's religious observance or a practice without undue hardship on the conduct of the employer's business.

Sexual orientation means male or female homosexuality, heterosexuality or bisexuality, by preference or practice.

(Code 1983, § 1.271)

Cross reference—Definitions generally, § 1-2.

Sec. 2-317. - Compliance program.

The city shall establish a program of contract compliance, whereby good faith efforts of prospective contractors and contractors to provide affirmative action are monitored.

(Code 1983, § 1.272)

Sec. 2-318. - Compliance officer; rules.

The city manager shall appoint a contract compliance officer. The contract compliance officer or his designee shall establish rules, regulations, or guidelines, that may be necessary to implement contract compliance.

(Code 1983, § 1.273)

Sec. 2-319. - Approval of contractors.

All contractors proposing to do business with the city, except those specifically exempt by regulations promulgated by the city manager, shall receive approval from the contract compliance officer prior to entering into a contract with the city.

(Code 1983, § 1.274)

Sec. 2-320. - Employment opportunity.

Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment in the manner which provides equal employment opportunity and tends to eliminate inequity based upon race, national origin, religion, sex, sexual orientation, age or marital status.

(Code 1983, § 1.275)

Sec. 2-321. - Contractor's agreement.

During the performance of a contract, the contractor agrees as follows: The contractor will not discriminate against any employee or applicant for employment because of race, national origin, religion, sex, sexual orientation, age or marital status. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, national origin, religion, sex, sexual orientation, age or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause per Presidential Executive Order Number 11246, Sub/Part B(i).

(Code 1983, § 1.276)

Sec. 2-322. - Information.

- (a) Each prospective contractor shall submit to the city, data showing current total employment by occupational category, sex and minority. The contractor will provide upon request and in a timely manner, all information the contract compliance officer deems necessary for evaluation of affirmative action, including providing access to all books, records and accounts pertaining to the contractor's employment practices.
- (b) If upon review of the aforementioned information, the contract compliance officer concludes that the prospective contractor's work force reasonably reflects the proportions of minorities and females in the labor force within the Ann Arbor—Ypsilanti standard metropolitan statistical area, such contractor will be deemed to have fulfilled the city's requirement for equal employment opportunity and will be considered an eligible bidder on city contracts.
- (c) Subsection (b) of this section shall not apply to any contract for which the contract compliance officer or his designee makes the determination that such provision cannot be fulfilled by minority business enterprises or minority group members or females located within a reasonable trade area determined in relation to the nature of work or services to be provided.
- (d) If, however, the contract compliance officer concludes that the prospective contractor's work force is deficient in representation of minorities and females compared to their proportional representation in the labor force of Ypsilanti—Ann Arbor standard metropolitan statistical area, the contractor will not

be deemed to have fulfilled the city's equal employment opportunity requirement and considered an ineligible bidder unless:

- (1) The contractor assures that ten percent of the total prime contract amount will be expended on services or supplies from minority business enterprises;
- (2) The contractor assures that ten percent of the total prime contract amount will be expended on services or supplies from persons employing at least 50 percent minorities, and that the contractor provides documentary evidence of such minority employment; or
- (3) The contractor agrees to work with the contract compliance officer to:
 - a. Set affirmative action goals, for each job category or division of the work force used in the completion of the work;
 - b. Provide periodic reports concerning the progress the contractor has made in meeting the affirmative action goals it has agreed to;
 - c. Permit the contract compliance officer access to all books, records and documents pertaining to its employment practices for the purpose of determining compliance with the affirmative action agreements.

The contract compliance officer will make a determination of reasonable progress in this direction using establishment criteria.

(Code 1983, § 1.277)

Sec. 2-323. - Compliance monitoring.

The contract compliance officer shall monitor the compliance of each contractor based upon the affirmative action agreement provisions of each contract. For instances of noncompliance, the contract compliance officer shall develop procedures and regulations which provide the contractor with notice of noncompliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.

(Code 1983, § 1.278)

Sec. 2-324. - Contract provisions.

- (a) The city's contract shall provide further that breach of obligation to take affirmative action shall be a material breach of the contract for which the city shall be entitled, at its option, to do any or all of the following:
 - (1) To cancel, terminate or suspend the contract in whole or part or refuse to make any required periodic payments or both;
 - (2) Declare the contractor ineligible for the award of any future contracts with the city for a specified length of time;
 - (3) To recover liquidated damages of a specific sum, such sum to be that percentage of the labor expenditures for the time period involved which would have accrued to minority group members had the affirmative obligation not been breached;
 - (4) Impose for each day of noncompliance, liquidated damages of a specified sum, based upon the following schedule:

Contract Amount	Assessed Damages Per Day of
-----------------	-----------------------------------

	Noncompliance
\$5,000.00—\$24,999.00	\$ 25.00
\$25,000.00—\$99,999.00	50.00
\$100,000.00—\$199,999.00	100.00
\$200,000.00—\$499,999.00	150.00
\$500,000.00—\$1,499,999.00	200.00
\$1,500,000.00—\$2,999,999.00	250.00
\$3,000,000.00—\$4,999,999.00	300.00
\$5,000,000.00 and above	500.00

- (b) In addition, the contractor shall be liable for any costs or expenses beyond the contract incurred by the city in obtaining from the other sources the work and services to be rendered or performed or goods or properties to be furnished or delivered to the city under this contract.

(Code 1983, § 1.279)

Sec. 2-325. - Initiation of prosecution for violation.

Prosecution for violation of this division may be initiated by complaint of the affected person or by the contract compliance officer on the basis of an investigation by that person.

(Code 1983, § 1.280)

Sec. 2-326. - Annual contract compliance report.

An annual contract compliance report shall be prepared and presented to city council by the first study session in July of each year, except for special reports requested by city council.

(Code 1983, § 1.281)

Sec. 2-327. - Local employees.

Contractors shall make good faith efforts to employ local persons so as to enhance the local economy.

(Code 1983, § 1.282)

Sec. 2-328. - Additional remedies.



ACTION MINUTES

**CITY OF YPSILANTI
REGULAR COUNCIL MEETING
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, OCTOBER 3, 2017
7:00 p.m.**

**I. CALL TO ORDER –
The meeting was called to order at 7:07 p.m.**

II. ROLL CALL –

Council Member Bashert	Present	Council Member Robb	Present
Mayor Pro-Tem Brown	Present	Council Member Vogt	Present
Council Member Murdock	Present	Mayor Edmonds	Present
Council Member Richardson	Present		

(All Present)

III. INVOCATION –

IV. PLEDGE OF ALLEGIANCE –

"I pledge allegiance to the flag, of the United States of America, and to the Republic for which it stands, one nation, under God, indivisible, with liberty and justice for all."

**V. AGENDA APPROVAL –
The agenda was approved as amended**

Changes:

- Resolution No. 2017-221, approval of minutes, was removed from the Consent Agenda.
- Resolution No. 2017-222, approval of Board and Commissions appointments.
- Resolution No. 2017-229, authorizing the City Manager and City Attorney to circulate an independent law firm to investigate China trip.
- Moving Section XV, "Communications From The City Manager" before Section IX, "Remarks By The Mayor".

VI. INTRODUCTIONS –

VII. AUDIENCE PARTICIPATION –

VIII. COMMUNICATIONS FROM THE CITY MANAGER –

Nomination

Administrative Hearings Bureau Officer

Jack Gilbreath

IX. REMARKS BY THE MAYOR –

X. PUBLIC HEARING –

Easement Agreement with Michigan Advocacy Program on 15 S. Washington.

- A. Resolution No. 2017-218, determination.
Offered By: Council Member Bashert; Seconded By: Mayor Pro-Tem Brown
Approved as Amended: Yes – 7; No – 0; Absent - 0
- B. Open public hearing
- C. Resolution No. 2017-219, close public hearing
Offered By: Council Member Bashert; Seconded By: Mayor Pro-Tem Brown
Approved: Yes – 7; No – 0; Absent - 0

XI. CONSENT AGENDA –

Resolution No. 2017-220

- ~~1. Resolution No. 2017-221, approving minutes of September 18, 2017 and September 19, 2017.~~
(Moved and heard during Section XI)
- ~~2. Resolution No. 2017-222, approving nominations to Boards and Commissions.~~
(Moved and heard during Section XI)
- 3. Resolution No. 2017-223, approving the contract award to Saladino Construction for the 2017 ramp program.
Offered By: Council Member Vogt; Seconded By: Mayor Pro-Tem Brown
Approved: Yes – 7; No – 0; Absent - 0
- 4. Resolution No. 2017-224, approving the bid award to Parks Installation & Excavating to Install UST fuel tanks at Fire Station.
Offered By: Council Member Vogt; Seconded By: Mayor Pro-Tem Brown
Approved: Yes – 7; No – 0; Absent - 0
- 5. Resolution No. 2017-225, rescinding Resolution No. 2017-098 and approving New Class C License with a Dance/Entertainment permit for DJ Jefferies Management LLC.
Offered By: Council Member Vogt; Seconded By: Mayor Pro-Tem Brown
Approved: Yes – 7; No – 0; Absent - 0

XII. RESOLUTIONS/MOTIONS/DISCUSSIONS –

- 1. Resolution No. 2017-226, approving Ordinance No. 1294 to rezone 75 Catherine from Core Neighborhood to Production, Manufacturing & Distribution. **(Second Reading)**
Offered By: Council Member Richardson; Seconded By: Council Member Bashert
Approved: Yes – 6; No – 0; Absent – 1 (Brown)
- 2. Resolution No. 2017-227, approving cooperative agreement between Huron Watershed Council and the City of Ypsilanti for Peninsular Dam Removal Study.
Offered By: Council Member Murdock; Seconded By: Council Member Bashert
Postponed (No later than 1st meeting in November): Yes – 7; No – 0; Absent - 0
- 3. Discussion regarding the development of a community benefit ordinance.

4. Resolution No. 2017-221, approving minutes of September 18, 2017 and September 19, 2017.
Offered By: Council Member Vogt; Seconded By: Mayor Pro-Tem Brown
Approved as Amended: Yes – 6; No – 1 (Robb); Absent - 0
5. Resolution No. 2017-229, authorizing the City Manager and City Attorney to circulate an independent law firm to investigate China trip.
Offered By: Council Member Bashert; Seconded By: Council Member Robb
Approved: Yes – 5; No – 0; Absent – 2 (Edmonds, Brown)
6. *Resolution No. 2017-229A, scheduling an investigative hearing for October 10, 2017 at 7:00 p.m. and directing those that traveled to China and the City Manager to submit, in writing, answers to the questions developed by Council no later than the close of business on Friday, October 6, 2017 to the City Attorney who will then forward written answers to City Council. (added)*
Offered By: Council Member Vogt; Seconded By: Council Member Bashert
Approved: Yes – 5; No – 0; Absent – 2 (Edmonds, Brown)
7. Resolution No. 2017-222, approving nominations to Boards and Commissions.
Offered By: Council Member Bashert; Seconded By: Council Member Murdock
Tabled: Yes – 5; No – 0; Absent – 2 (Edmonds, Brown)

XIII. LIAISON REPORTS –

- A. SEMCOG Update
- B. Washtenaw Area Transportation Study
- C. Urban County
- D. Ypsilanti Downtown Development Authority
- E. Eastern Washtenaw Safety Alliance
- F. Police-Community Relations/Black Lives Matter Joint Task Force
- G. Friends of Rutherford Pool
- H. Housing Equity Leadership Team
- I. Economic Development Coordinating Committee

XIII. COUNCIL PROPOSED BUSINESS –

XIV. COMMUNICATIONS FROM THE MAYOR –

~~XV. COMMUNICATIONS FROM THE CITY MANAGER –~~ (Moved and Heard Prior to Section IX)

Nomination

~~Administrative Hearings Bureau Officer~~

Jack Gilbreath

XVI. COMMUNICATIONS –

XVII. AUDIENCE PARTICIPATION –

XVIII. REMARKS FROM THE MAYOR –

XIX. ADJOURNMENT –

Resolution No. 2017-228, adjourning the City Council meeting.

The meeting adjourned at 12:31 p.m.